



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

Regular Meeting
Tuesday, September 9, 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. Proclamation for Matthew Kalish

B. Healing Field Presentation

4. PUBLIC COMMENTS

5. APPROVAL OF MINUTES

A. Regular Board of Trustees Meeting Minutes of August 12, 2025

B. Regular Executive Meeting Minutes of July 23, 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: August 21, 2025 - \$1,388,195.58
Accounts Payable for Period Ending: September 3, 2025 - \$1,449,718.30

1. LEGAL SERVICES:

a) Clark Baird Smith LLP - Legal Services - Invoice #2382 - \$106.50 - (FY25 YTD - \$3,471.50)

b) Lamp Law LLC - Legal Services - July 2025 - \$3,333.33 (FY25 YTD - \$23,333.31)

c) Ottosen DiNolfo Hasenbalg & Castaldo, Ltd. - Legal Services - July 2025 - \$36,568.83 (FY25 YTD - \$210,503.15)

d) Croke Fairchild Duarte & Beres - Legal Services - \$23,023.25 (FY25 YTD - \$34,705.75)

e) Karlson Garza Mcqueary LLC - Legal Services - \$18,215.41

TOTAL LEGAL BUDGET FOR 2025 IS \$325,287.96
TOTAL LEGAL BILLS PAID FOR 2025 - YTD - \$301,626.62

2. Christopher B. Burke Engineering, LTD. - Oak Brook Sports Core Property Improvements - \$21,843.25
 3. DuPage Water Commission - Water Consumption - July 2025 - \$664,343.60
 4. BLA, Inc. - Woodside & Forest Glen Watermain Improvements Project - \$33,075.00
 5. BCBSIL - Health Care Services - September 2025 - \$235,429.64
 6. Engineering Resource Associates, Inc. - Ginger Creek Watermain Storm Sewer Improvements Project - \$23,905.92
 7. Enterprise FM Trust - Vehicle Leases - August 2025 - \$34,051.54
 8. EZA Engineering PLLC - Professional Engineering Services - August 2025 - \$23,893.69
 9. Cerniglia Co. - Woodside & Forest Glen Watermain Improvements - \$566,904.38
 10. Schroeder Asphalt Services, Inc. - Sports Core Improvement Contract #1 - \$112,470.22
 11. Flock Group, Inc. - Flock Drone - \$75,000.00
 12. Treasurer, State of Illinois - IDOT IGA for IL56 Smart Corridor - \$228,699.00
 13. Macqueen - Fire Station 93 Maintenance/Repair - \$21,859.45
 14. Tyler Technologies, Inc. - Software Support and Maintenance - \$87,810.76
 15. JK Rentals, Inc. - Taste of Oak Brook Equipment Rental - \$28,574.04
- B. Approval of Payroll Paydate: August 21, 2025 - \$981,923.07
September 4, 2025 - \$987,476.39
- C. Village of Oak Brook – Monthly Financial Reports July 2025
- D. Healthy Aging Month Proclamation
- E. Authorization to Seek Bids or Proposals or Negotiate Contracts:
1. Request For Proposal – Arc Flash Analysis
- F. Ordinances & Resolutions
1. Resolution R-2314, A Resolution to Adopt the 2025 ADA Transition Plan for the Village of Oak Brook
 2. Ordinance G-1275, An Ordinance Implementing a Municipal Grocery Retailers' Occupation Tax and a Municipal Grocery Service Occupation

7. ITEMS REMOVED FROM CONSENT AGENDA

8. ACTIVE BUSINESS

A. Ordinances & Resolutions

1. Resolution R-2313, A Resolution Approving the Award Contract to the Lowest Responsible Bidder, Earthwerks Land Improvement and Developments Corporation, of Lisle, IL for the Sports Core Stormwater Improvements Project
2. Ordinance G-1277, An Ordinance Amending the Village of Oak Brook Code of Ordinances, As Amended, Title 4. Chapter 1, Section 8A to Increase the Number of Authorized Class A-1 Liquor Licenses by One to Forty-Three for TS DEV Oak Brook, LLC.
TS DEV Oak Brook, LLC
1225 West 22nd St.
Suite 120
Oak Brook, IL

9. BOARD UPDATES

10. ADJOURN TO CLOSED SESSION

For the purpose of discussing litigation probable or imminent, or pending against, affecting, or on behalf of the Village, Pursuant to 2(C)(11) of the Illinois Open Meetings Act

11. ADJOURNMENT

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

PROCLAMATION

Village of Oak Brook

EST. 1958

**IN RECOGNITION OF OAK BROOK RESIDENT
MATTHEW KALISH, WHOSE TEAM ADVANCED TO THE LITTLE
LEAGUE WORLD SERIES**

WHEREAS, the Village of Oak Brook proudly recognizes the outstanding achievements of its youth who demonstrate dedication, perseverance, and teamwork in athletics and beyond; and

WHEREAS, Matthew Kalish, a valued member of the Clarendon Hills Little League baseball team, played an instrumental role in leading his team to qualify for the Little League World Series, one of the most prestigious youth sporting events in the world; and

WHEREAS, this accomplishment reflects countless hours of practice, commitment, and teamwork, as qualifying for the Little League World Series is an extraordinary achievement reached by only a select few each year; and

WHEREAS, Matthew and his teammates represented Clarendon Hills and our greater community, achieving a victory on the international stage before concluding their journey; and

WHEREAS, the Village commends Matthew not only for his talent and hard work but also for the character he has shown throughout this journey, which serve as an inspiration to his peers and the entire community.

NOW, THEREFORE, BE IT PROCLAIMED by the President and Board of Trustees of the Village of Oak Brook that Matthew Kalish is hereby recognized and congratulated for his outstanding accomplishment of qualifying for and competing in the Little League World Series, and the Village extends its heartfelt pride and gratitude for his representation of our community.

PROCLAIMED the ____ of _____, 2025

Laurence Herman
Village President

Village Clerk
Netasha Scarpiniti



ITEM 5.B.

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

AGENDA ITEM

Board of Trustees Regular Meeting
of
September 9, 2025

SUBJECT: Regular Executive Meeting Minutes of July 23, 2025

FROM: Netasha Scarpiniti, Clerk

BUDGET SOURCE/BUDGET IMPACT: N/A

RECOMMENDED MOTION: Motion to Approve the Executive Meeting Minutes of July 23, 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 July 23, 2025 are ready to be approved as written on September 9, 2025 but are not ready to be released to the Public.

To review this set of minutes please refer to the August 12, 2025 Closed Meeting Agenda Packet.

Recommendation:

That the Board approves the Regular Executive Meeting Minutes of July 23, 2025

Attachments:

None



VILLAGE OF OAK BROOK

MONTHLY FINANCIAL REPORTS

JULY 2025



Executive Summary on Village Funds

Through July 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)		\$ 20,028,283	\$	17,940,314	\$	2,087,969	\$	45,465,445
<i>Main operating fund of the Village.</i>								
Hotel Fund (Major Fund)		\$ 1,108,972	\$	704,045	\$	404,927	\$	5,751,542
<i>Collects and spends resources from the 3% hotel/motel tax.</i>								
Motor Fuel Tax Fund		\$ 259,986	\$	72,635	\$	187,352	\$	2,579,568
<i>Collects and spends resources from the State motor fuel tax.</i>								
Infrastructure Fund (Major Fund)		\$ 5,576,080	\$	1,830,390	\$	3,745,691	\$	18,170,198
<i>Accounts for construction and maintenance of roadways, drainage, and safety path systems.</i>								
<u>Enterprise Funds</u>								
Water Fund (Major Fund)		\$ 6,366,620	\$	6,152,795	\$	213,824	\$	22,132,467
<i>Collects user fees for the distribution of water and maintenance of infrastructure.</i>								
Sports Core Fund (Major Fund)		\$ 3,775,565	\$	2,733,848	\$	1,041,718	\$	3,945,606
<i>Accounts for revenues and expenses relating to administration, programs, food and beverage operations, and golf course.</i>								
<u>Internal Service Funds</u>								
Insurance Fund		\$ 1,738,527	\$	2,070,998	\$	(332,471)	\$	65,159
<i>Accounts for the Village's health insurance costs and the related contributions from the Village, employees, retirees, and other agencies.</i>								
Garage Fund		\$ 517,278	\$	522,696	\$	(5,418)	\$	438,244
<i>Accounts for the maintenance of the Village's vehicle fleet and the related departmental reimbursements.</i>								
Equipment Replacement Fund		\$ 827,293	\$	380,419	\$	446,874	\$	4,064,560
<i>Accounts for the replacement of the Village's vehicle fleet and the related departmental contributions.</i>								

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 July 31, 2025

	7/31/24	7/31/25	7/31/25	7/31/25	2025	Difference
	YTD	YTD	YTD	% of YTD	Adopted	Prior
	Actual	Actual	Amended	Amended	Budget	Year
			Budget	Budget		
<u>OPERATING REVENUES</u>						
Sales Tax	\$ 10,032,368	12,013,703	\$ 10,062,500	119.4%	\$ 17,250,000	\$ 1,981,335
State Income Tax	908,159	985,136	758,333	129.9%	1,300,000	76,977
Replacement Tax	403,209	264,345	320,833	82.4%	550,000	(138,865)
Road & Bridge Tax	21,914	19,336	20,417	94.7%	35,000	(2,578)
Local Use Tax	186,210	93,792	186,083	50.4%	319,000	(92,418)
Cannabis Use Tax	7,878	7,619	7,292	104.5%	12,500	(259)
Grants	154,908	8,184	99,820	8.2%	171,120	(146,724)
Utility/Telecom. Tax	1,947,392	1,858,520	2,187,500	85.0%	3,750,000	(88,872)
Licenses and Permits	1,455,172	1,419,684	1,602,743	88.6%	2,747,560	(35,488)
Charges for Services	1,732,776	1,197,278	1,597,196	75.0%	2,738,050	(535,498)
Investment Interest	1,080,411	669,353	583,333	114.7%	1,000,000	(411,058)
Miscellaneous Income	510,772	318,218	353,629	90.0%	606,221	(192,554)
Total Operating Revenues	\$ 18,441,171	\$ 18,855,167	\$ 17,779,680	106.0%	\$ 30,479,451	\$ 413,995
<u>OPERATING EXPENDITURES</u>						
Personnel	\$ 12,284,896	\$ 13,263,157	\$ 13,875,901	95.6%	\$ 23,787,259	\$ 978,261
Materials and Supplies	333,058	295,473	402,181	73.5%	689,454	\$ (37,585)
Operation and Contract	3,600,651	3,530,972	4,265,639	82.8%	7,312,523	\$ (69,679)
Other Expenditures	4,240	22,858	5,775	395.8%	9,900	\$ 18,618
Capital Outlay	198,687	827,855	357,335	231.7%	612,575	\$ 629,167
Total Operating Expenditures	\$ 16,421,533	\$ 17,940,314	\$ 18,906,831	94.9%	\$ 32,411,711	\$ 1,518,781
<u>SURPLUS (DEFICIT) OF REVENUES OVER EXPENDITURES</u>						
	\$ 2,019,639	\$ 914,853	\$ (1,127,152)	-81.2%	\$ (1,932,260)	\$ (1,104,786)
<u>INTERFUND TRANSACTIONS</u>						
Transfers In	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Transfers Out				N/A		-
Reimbursements From Other Funds	510,965	1,173,116	1,173,120	100.0%	2,011,062	662,151
Reimbursements To Other Funds	-	-	-	N/A	-	-
Sports Core Loan				N/A	-	-
Total Interfund Transactions	\$ 510,965	\$ 1,173,116	\$ 1,173,120	100.0%	\$ 2,011,062	\$ 662,151
NET FUND INCREASE (DECREASE)	\$ 2,530,604	\$ 2,087,969	\$ 45,968		\$ 78,802	\$ (442,635)

*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 July 31, 2025**

	7/31/24	7/31/25	7/31/25	7/31/25	2025	Difference
	YTD	YTD	YTD	% of YTD	Adopted	Prior
	Actual	Actual	Amended	Amended	Budget	Year
			Budget	Budget		
<u>OPERATING REVENUES</u>						
Hotel Tax	\$ 897,148	\$ 859,422	\$ 816,667	105.2%	\$ 1,400,000	\$ (37,726)
Investment Interest	108,456	97,285	35,000	278.0%	60,000	(11,171)
Loan Interest	1,000	-	-	N/A	-	(1,000)
Miscellaneous	-	152,264	294,292		504,500	152,264
Total Operating Revenues	\$ 1,006,605	\$ 1,108,972	\$ 1,145,958	96.8%	\$ 1,964,500	\$ 102,367
<u>EXPENDITURES</u>						
Personnel	\$ 14,928	\$ 78,700	\$ 82,173		\$ 140,868	\$ -
Operation and Contract	(37,572)	393,230	569,313	0.69	975,965	430,802.32
Capital Outlay	3,770	112,072	346,354	32.4%	593,750	108,302
Total Expenditures	\$ (18,875)	\$ 584,002	\$ 915,667	63.8%	\$ 1,710,583	\$ 539,105
SURPLUS (DEFICIT) OF REVENUES OVER EXPENDITURES	\$ 1,025,479	\$ 524,970	\$ 148,118	354.4%	\$ 253,917	\$ (436,737)
<u>INTERFUND TRANSACTIONS</u>						
Transfer Out	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Reimbursements to Other Funds	(142,282)	(120,043)	(120,045)	100.0%	(205,791)	22,239
Total Interfund Transactions	\$ (142,282)	\$ (120,043)	\$ (120,045)	100.0%	\$ (205,791)	\$ 22,239
NET FUND INCREASE (DECREASE)	\$ 883,197	\$ 404,927	\$ 28,073		\$ 48,126	\$ (414,498)

Note - Expenditures are recorded in program 171.

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

	7/31/24 YTD Actual	7/31/25 YTD Actual	7/31/25 YTD Amended Budget	7/31/25 % of YTD Amended Budget	2025 Adopted Budget	Difference Prior Year
<u>OPERATING REVENUES</u>						
Non-Home Rule Sales Tax	\$ 4,361,274	\$ 5,184,328	\$ 4,080,417	127.1%	\$ 6,995,000	\$ 823,054
Charges for Services	-	-	-	N/A	-	\$ -
Investment Interest	486,932	391,753	233,333	167.9%	400,000	(95,179)
Grants	-	-	-	N/A	-	-
Miscellaneous	2,395	-	-	N/A	-	(2,395)
Total Operating Revenues	\$ 4,850,601	\$ 5,576,080	\$ 4,313,750	129.3%	\$ 7,395,000	\$ 725,480
<u>OPERATING EXPENDITURES</u>						
Personnel	\$ 115,055	\$ 14,231	\$ -	N/A	\$ -	\$ (100,823)
Materials and Supplies	21,269	38,422	27,883	137.8%	47,800	17,153
Operation and Contract	751,009	662,009	1,334,791	49.6%	2,288,213	(89,000)
Other Expenditures	-	-	-	N/A	-	-
Capital Outlay	509,691	706,283	2,631,518	26.8%	4,511,174	196,593
Total Operating Expenditures	\$ 1,397,024	\$ 1,420,946	\$ 3,994,193	35.6%	\$ 6,847,187	\$ 23,922
<u>SURPLUS (DEFICIT) OF REVENUES OVER EXPENDITURES</u>						
	\$ 3,453,577	\$ 4,155,135	\$ 319,557	1300.3%	\$ 547,813	\$ 701,558
<u>INTERFUND TRANSACTIONS</u>						
Transfers In	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Reimbursements From Other Funds	-	-	116,667	0.0%	200,000	-
Reimbursements To Other Funds	(18,669)	(409,444)	(409,445)	100.0%	(701,906)	(390,775)
Total Interfund Transactions	\$ (18,669)	\$ (409,444)	\$ (292,779)	139.8%	\$ (501,906)	\$ (390,775)
<u>NET FUND INCREASE (DECREASE)</u>						
	\$ 3,434,908	\$ 3,745,691	\$ 26,779		\$ 45,907	\$ 310,783

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

	7/31/24	7/31/25	7/31/25	7/31/25	2025	Difference
	YTD	YTD	YTD	% of YTD	Adopted	Prior
	Actual	Actual	Amended	Amended	Budget	Year
			Budget	Budget		
<u>OPERATING REVENUES</u>						
Plan Review Fees	\$ 977	\$ 1,275	\$ 306	416.3%	\$ 525	\$ 298
Building/Inspection Fees	-	-	875	0.0%	1,500	-
Water Sales	5,461,375	5,547,714	6,597,031	84.1%	11,309,195	86,338
Unmetered Sales	36,881	36,088	35,000	103.1%	60,000	(793)
Water Connection Fees	39,560	64,630	43,167	149.7%	74,000	25,070
Fire Service Charge	-	-	-	N/A	-	-
Meter Charges	9,370	23,790	8,750	271.9%	15,000	14,420
Special Services	15,054	15,926	8,750	182.0%	15,000	872
Investment Interest	801,760	605,661	408,333	148.3%	700,000	(196,099)
Proceeds from Property Sale	-	-	-	N/A	-	-
Miscellaneous	68,490	71,536	43,750	163.5%	75,000	3,046
Total Operating Revenues	\$ 6,433,468	\$ 6,366,620	\$ 7,145,962	89.1%	\$ 12,250,220	\$ (66,848)
<u>OPERATING EXPENDITURES</u>						
Personnel	\$ 369,581	\$ 341,204	\$ 383,411	89.0%	\$ 657,277	\$ (28,377)
Materials and Supplies	72,672	81,181	69,808	116.3%	119,671	8,509
Operation and Contract	3,732,526	3,308,125	4,027,076	82.1%	6,903,559	(424,401)
Capital Outlay	2,617,868	2,078,579	4,523,278	46.0%	7,754,190	(539,290)
Total Expenditures	\$ 6,792,648	\$ 5,809,088	\$ 9,003,573	64.5%	\$ 15,434,696	\$ (983,559)
Surplus (Deficit) of Revenues Over Expenditures	\$ (359,180)	\$ 557,531	\$ (1,857,611)	-30.0%	\$ (3,184,476)	\$ 916,712
<u>INTERFUND TRANSACTIONS</u>						
Reimbursements To Other Funds	\$ (254,849)	\$ (343,707)	\$ (343,701)	100.0%	\$ (589,202)	\$ (88,858)
Total Interfund Transactions	\$ (254,849)	\$ (343,707)	\$ (343,701)	100.0%	\$ (589,202)	\$ (88,858)
Fund Increase/(Decrease) - Budgetary Basis	\$ (614,029)	\$ 213,824	\$ (2,201,312)		\$ (3,773,678)	\$ 827,854

*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 July 31, 2025

					7/31/25	7/31/25	7/31/25	2025	7/31/24	Difference
	B&T Recreation	Field	Clubhouse	Golf	YTD	YTD	% of YTD	Adopted	YTD	Prior
	Operations	Operations	Operations	Club	Total	Amended	Amended	Budget	Total	Year
	Operations	Operations	Operations	Club	Total	Budget	Budget	Budget	Total	Year
OPERATING REVENUES										
Memberships	\$ 587,712	\$ -	\$ -	\$ 358,600	\$ 946,312	\$ 559,771	169.1%	\$ 959,607	\$ 825,530	\$ 120,782
Greens Fees	-	-	-	1,014,698	1,014,698	1,088,494	93.2%	1,865,990	983,668	31,030
Pro Shop Sales	-	-	-	112,763	112,763	105,000	107.4%	180,000	96,575	16,189
Golf Lessons	-	-	-	91,010	91,010	26,250	346.7%	45,000	35,595	55,415
Driving Range Fees	-	-	-	480,596	480,596	385,806	124.6%	661,382	371,625	108,971
Golf Surcharge	-	-	-	131,449	131,449	131,250	100.2%	225,000	-	131,449
Rentals	-	94,539	110,641	381,034	586,213	642,833	91.2%	1,102,000	540,432	45,781
Programs/User Fees	126,958	-	-	-	126,958	120,050	105.8%	205,800	115,813	11,145
Food Sales	50,590	-	-	39,327	89,918	33,705	266.8%	57,780	38,925	50,993
Beverage Sales	31,173	-	-	884	32,057	46,013	69.7%	78,880	-	32,057
Grants	-	-	-	-	-	-	N/A	-	-	-
Other Revenue	104,681	-	-	35,574	140,255	57,167	245.3%	98,000	96,959	43,296
Total Operating Revenues	\$ 901,113	\$ 94,539	\$ 110,641	\$ 2,645,935	\$ 3,752,227	\$ 3,196,339	117.4%	\$ 5,479,439	\$ 3,105,121	\$ 647,106
OPERATING EXPENDITURES										
Personnel	\$ 150,616	\$ -	\$ -	\$ 780,259	\$ 930,876	\$ 963,120	96.7%	\$ 1,651,064	\$ 772,008	\$ 158,868
Materials & Supplies	23,237	-	2,921	210,219	236,378	248,518	95.1%	426,030	231,784	4,594
Operational & Contractual	446,928	24,793	33,737	195,609	701,068	706,829	99.2%	1,211,708	723,967	(22,899)
Other	-	-	-	-	-	-	N/A	-	-	-
Capital	125,898	-	-	416,368	542,266	915,806	59.2%	1,569,954	1,342,252	(799,987)
Total Operating Expenditures	\$ 746,680	\$ 24,793	\$ 36,659	\$ 1,602,456	\$ 2,410,588	\$ 2,834,274	85.1%	\$ 4,858,755	\$ 3,070,011	\$ (659,424)
B&T Administration Overhead Allocation*	\$ 382,688	\$ (32,523)	\$ (70,522)	\$ (279,642)	\$ -	\$ -	N/A	\$ -	\$ 14,558	\$ 14,558
Operating Revenues Over (Under) Expenditures	\$ 537,121	\$ 37,222	\$ 3,460	\$ 763,836	\$ 1,341,640	\$ 362,066	370.6%	\$ 620,684	\$ 49,668	\$ 1,321,088
INTERFUND TRANSACTIONS										
Reimbursement From Other Funds	\$ 23,338	\$ -	\$ -	\$ -	\$ 23,338	\$ 23,333	100.0%	\$ 40,000	\$ 23,338	\$ -
Reimbursement To General Fund	(323,260)	-	-	-	(323,260)	(323,229)	100.0%	(554,106)	59,255	(382,515)
Total Interfund Transactions	\$ (299,922)	\$ -	\$ -	\$ -	\$ (299,922)	\$ (299,895)	100.0%	\$ (514,106)	\$ 82,593	\$ (382,515)
Total Revenues Over (Under) Expenditures - Budgetary Basis	\$ 237,199	\$ 37,222	\$ 3,460	\$ 763,836	\$ 1,041,718	\$ 62,170		\$ 106,578	\$ 132,261	\$ 938,573

*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 July 31, 2025

	811 B&T Admin	812 Swimming	813 Tennis	822 Poolside Café	7/31/25 YTD Total	7/31/25 YTD Adopted Budget	7/31/25 % of YTD Amended Budget	2025 Adopted Budget	7/31/24 YTD Total	Difference Prior Year
<u>OPERATING REVENUES</u>										
Memberships	\$ -	\$ 560,318	\$ 27,394	\$ -	\$ 587,712	\$ 293,289	200.4%	\$ 502,782	\$ 429,880	\$ 157,832
Programs/User Fees	-	85,923	41,035	-	126,958	120,050	105.8%	205,800	115,813	11,145
Food Sales	-	-	-	50,590	50,590	4,684	1080.0%	8,030	3,728	-
Beverage Sales	-	-	-	31,173	31,173	2,118	1472.2%	3,630	-	-
Grants	-	-	-	-	-	-	N/A	-	-	-
Other Revenue	99,442	-	3,489	1,750	104,681	53,083	197.2%	91,000	95,519	9,162
Total Operating Revenues	\$ 99,442	\$ 646,241	\$ 71,918	\$ 83,513	\$ 901,113	\$ 473,224	190.4%	\$ 811,242	\$ 644,940	\$ 178,138
<u>OPERATING EXPENDITURES</u>										
Personnel	\$ 111,059	\$ 39,557	\$ -	\$ -	\$ 150,616	\$ 169,527	88.8%	\$ 290,617	\$ 37,612	\$ 113,005
Materials & Supplies	350	21,463	1,424	-	23,237	16,424	141.5%	28,155	30,125	(6,887)
Operational & Contractual	73,641	253,197	51,881	68,209	446,928	375,286	119.1%	643,347	445,191	1,738
Other	-	-	-	-	-	-	N/A	-	-	-
Capital	113,973	11,924	-	-	125,898	419,358	30.0%	718,900	514,735	(388,837)
Total Operating Expenditures	\$ 299,024	\$ 326,142	\$ 53,305	\$ 68,209	\$ 746,680	\$ 980,595	76.1%	\$ 1,681,019	\$ 1,027,662	\$ (280,982)
B&T Administration Overhead Allocation*	\$ 485,337	\$ (80,806)	\$ (16,010)	\$ (5,833)	\$ 382,688	382,688	100.0%	\$ 656,036	\$ 21,850	\$ 360,838
Operating Revenues Over (Under) Expenditures	\$ 285,755	\$ 239,292	\$ 2,603	\$ 9,471	\$ 537,121	\$ (124,683)	-430.8%	\$ (213,742)	\$ (360,872)	\$ 819,958
<u>INTERFUND TRANSACTIONS</u>										
Reimbursement From Other Fund	\$ 23,338	\$ -	\$ -	\$ -	\$ 23,338	\$ 23,333	100.0%	\$ 40,000	\$ 23,338	\$ -
Reimbursement To General Fund	(323,260)	-	-	-	(323,260)	(323,229)	100.0%	(554,106)	(29,624)	(293,636)
Total Interfund Transactions	\$ (299,922)	\$ -	\$ -	\$ -	\$ (299,922)	\$ (299,895)	100.0%	\$ (514,106)	\$ (6,286)	\$ (293,636)
Total Revenues Over (Under) Expenditures - Budgetary Basis	\$ (14,167)	\$ 239,292	\$ 2,603	\$ 9,471	\$ 237,199	\$ (424,578)		\$ (727,848)	\$ (367,158)	\$ 526,322

*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 July 31, 2025

	815 Polo	816 Open Fields	7/31/25 YTD Total	7/31/25 YTD Amended Budget	7/31/25 % of YTD Amended Budget	2025 Adopted Budget	7/31/24 YTD Total	Difference Prior Year
<u>OPERATING REVENUES</u>								
Field Rentals	\$ -	\$ 94,539	\$ 94,539	\$ 118,417	79.8%	\$ 203,000	\$ 88,894	\$ 5,645
Range Rentals	-	-	-	-	N/A	-	-	-
Taste of Oak Brook	-	-	-	-	N/A	-	-	-
Other Revenue	-	-	-	-	N/A	-	-	-
Total Operating Revenues	\$ -	\$ 94,539	\$ 94,539	\$ 118,417	79.8%	\$ 203,000	\$ 88,894	\$ 5,645
<u>OPERATING EXPENDITURES</u>								
Personnel	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	\$ -	\$ -
Materials & Supplies	-	-	-	5,536	0.0%	9,490	-	-
Operational & Contractual	-	24,793	24,793	44,346	55.9%	76,022	23,802	991
Capital	-	-	-	-	N/A	-	-	-
Total Operating Expenditures	\$ -	\$ 24,793	\$ 24,793	\$ 49,882	49.7%	\$ 85,512	\$ 23,802	\$ 991
B&T Administration Overhead Allocation*	\$ -	\$ (32,523)	\$ (32,523)	(32,523)	100.0%	\$ (55,754)	\$ -	\$ (32,523)
Total Revenues Over (Under) Expenditures - Budgetary Basis	\$ -	\$ 37,222	\$ 37,222	\$ 36,011	103.4%	\$ 61,733	\$ 65,092	\$ (27,870)

*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 July 31, 2025

	821 B&T Clubhouse	7/31/25 YTD Amended Budget	7/31/25 % of YTD Amended Budget	2025 Adopted Budget	7/31/24 YTD Total	Difference Prior Year
<u>OPERATING REVENUES</u>						
Rentals	\$ 110,641	\$ 136,500	81.1%	\$ 234,000	\$ 71,872	\$ 38,769
Other Revenue	-	-	0.0%	-	-	-
Total Operating Revenues	\$ 110,641	\$ 136,500	81.1%	\$ 234,000	\$ 71,872	\$ 38,769
<u>OPERATING EXPENDITURES</u>						
Personnel	\$ -	\$ -	N/A	\$ -	\$ -	\$ -
Materials & Supplies	2,921	8,021	36.4%	13,750	7,248	(4,327)
Operational & Contractual	33,737	23,546	143.3%	40,365	27,193	6,545
Capital	-	-	N/A	-	-	-
Total Operating Expenditures	\$ 36,659	\$ 31,567	116.1%	\$ 54,115	\$ 34,441	\$ 2,218
B&T Administration Overhead Allocation*	\$ (70,522)	(70,522)	100.0%	\$ (120,895)	\$ (7,292)	\$ (63,230)
Operating Revenues Over (Under) Expenditures	\$ 3,460	\$ 34,411	10.1%	\$ 58,990	\$ 30,139	\$ (26,679)
Total Revenues Over (Under) Expenditures - Budgetary Basis	\$ 3,460	\$ 34,411		\$ 58,990	\$ 30,139	\$ (26,679)

*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 July 31, 2025

	823 Golf Café	831 Golf General Operation	832 Golf Learning & Practice	833 Golf Cart Operations	834 Golf Course Maintenance	844 Golf Surcharge	7/31/25 YTD Total	7/31/25 YTD Amended Budget	7/31/25 % of YTD Amended Budget	2025 Adopted Budget	7/31/24 YTD Total	Difference Prior Year
<u>OPERATING REVENUES</u>												
Memberships	\$ -	\$ 358,600	\$ -	\$ -	\$ -	\$ -	\$ 358,600	\$ 266,481	134.6%	\$ 456,825	\$ 395,650	\$ (37,050)
Greens Fees	-	1,014,698	-	-	-	-	1,014,698	1,088,494	93.2%	1,865,990	983,668	31,030
Pro Shop Sales	-	112,763	-	-	-	-	112,763	105,000	107.4%	180,000	96,575	16,189
Golf Lessons	-	-	91,010	-	-	-	91,010	26,250	346.7%	45,000	35,595	55,415
Driving Range Fees	-	-	480,596	-	-	-	480,596	385,806	124.6%	661,382	371,625	108,971
Rentals	20,150	5,304	29,750	325,830	-	-	381,034	387,917	98.2%	665,000	379,666	1,367
Food Sales	39,327	-	-	-	-	-	39,327	29,021	135.5%	49,750	35,196	4,131
Beverage Sales	884	-	-	-	-	-	884	43,896	2.0%	75,250	-	884
Golf Surcharge	-	-	-	-	-	131,449	131,449	131,250	100.2%	225,000	129,982	1,467
Other Revenue	-	35,574	-	-	-	-	35,574	4,083	871.2%	7,000	1,440	34,134
Total Operating Revenues	\$ 60,361	\$ 1,526,939	\$ 601,356	\$ 325,830	\$ -	\$ 131,449	\$ 2,645,935	\$ 2,468,198	107.2%	\$ 4,231,197	\$ 2,429,398	\$ 216,537
<u>OPERATING EXPENDITURES</u>												
Personnel	\$ -	\$ 234,254	\$ 94,824	\$ 35,928	\$ 415,253	\$ -	\$ 780,259	\$ 793,594	98.3%	\$ 1,360,447	\$ 734,396	\$ 45,864
Materials & Supplies	(783)	61,077	32,918	517	116,489	-	210,219	218,537	96.2%	374,635	194,411	15,808
Operational & Contractual	-	138,499	22,757	5,963	28,391	-	195,609	263,651	74.2%	451,973	227,782	(32,172)
Other	-	-	-	-	-	-	-	-	N/A	-	-	-
Capital	-	294,148	-	48,470	73,750	-	416,368	496,448	83.9%	851,054	827,518	(411,150)
Total Operating Expenditures	\$ (783)	\$ 727,978	\$ 150,499	\$ 90,878	\$ 633,883	\$ -	\$ 1,602,456	\$ 1,772,230	90.4%	\$ 3,038,108	\$ 1,984,106	\$ (381,650)
Operating Revenues Over (Under) Expenditures	\$ 61,144	\$ 798,962	\$ 450,856	\$ 234,952	\$ (633,883)	\$ 131,449	\$ 1,043,479	\$ 695,968	149.9%	\$ 1,193,089	\$ 445,291	\$ 598,187
B&T Administration Overhead Allocation*	\$ -	\$ (279,642)	\$ -	\$ -	\$ -	\$ -	\$ (279,642)	(279,642)	100.0%	\$ (479,387)	\$ (14,558)	\$ (265,084)
<u>INTERFUND TRANSACTIONS</u>												
Reimbursement To General Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	0.0%	\$ -	\$ (88,879)	
Total Interfund Transactions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	\$ -	\$ -	\$ (88,879)	
Total Revenues Over (Under) Expenditures - Budgetary Basis	\$ 61,144	\$ 519,319	\$ 450,856	\$ 234,952	\$ (633,883)	\$ 131,449	\$ 763,836	\$ 416,326		\$ 713,702	\$ 341,854	\$ 333,103

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

Proclamation

Healthy Aging Month – September 2025

WHEREAS, the Village of Oak Brook recognizes that healthy aging is essential to maintaining independence, dignity, and quality of life for older adults in our community; and

WHEREAS, September is designated as *Healthy Aging Month*, a national observance dedicated to raising awareness about the importance of healthy lifestyles, preventive care, and community support as individuals age; and

WHEREAS, older adults are a vital part of our community, contributing their time, wisdom, and experience to civic, cultural, and family life; and

WHEREAS, healthy aging involves not only physical wellness but also mental, emotional, and social well-being, and the Village of Oak Brook is committed to fostering an age-friendly environment where all residents can thrive; and

WHEREAS, local organizations, healthcare providers, families, and caregivers play an essential role in supporting older adults through accessible resources, programs, and inclusive policies; and

WHEREAS, the Board of Trustees encourages all residents to support and engage in initiatives that promote active living, preventive health measures, and meaningful social connections among older adults;

NOW, THEREFORE, be it resolved that the Village of Oak Brook Board of Trustees does hereby proclaim September 2025 as Healthy Aging Month in the Village of Oak Brook, Illinois, and calls upon all residents to join in recognizing the value of healthy aging and supporting the well-being of our older adult population.

PROCLAIMED this _____ of _____, 2025

Village President

Village Clerk



ITEM 6.E.1.

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

AGENDA ITEM

Board of Trustees Regular Meeting
of
September 9, 2025

SUBJECT: Request for Proposal - Arc Flash Analysis

FROM: Tim O'Malley, Public Works Director

BUDGET SOURCE/BUDGET IMPACT: \$50,000 is included in the FY2025 Budget, in accounts 321-77000 and 351-76700.

RECOMMENDED MOTION: I move to authorize staff to seek proposals for the Arc Flash Analysis.

Background/History:

This project will conduct an Arc Flash Analysis per NFPA 70E-2024 and IEEE 1584 standards for Village buildings electric services. The purpose of the analysis is to comply with the current electrical codes and standards for Arc Flash labeling. There are several codes and/or standards that currently enforce a compliant Arc Flash Analysis, and these requirements must be met to remain in compliance with the regulatory bodies. Some of these compliance codes are OSHA 29, NEC 110.16, NFPA 70E-2024, and IEEE1584. In addition, at our last IRMA inspection, Arc Flash was identified as an item that was required to be addressed prior to the next periodic inspection.

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

Recommendation:

Staff recommends that the Village Board authorize staff to seek proposals for the Arc Flash Analysis.

Attachments:

1. Oak_Brook_Arc_Flash_RFP

Request for Proposals For Professional Consulting Engineering Services

ARC FLASH ANALYSIS

Village of Oak Brook

Issued: **Monday, May 19, 2025**

Responses Due: **Monday June 9, 2025, at 3:00 P.M.**

I. Project Information

- A. Statement of Need – The Village of Oak Brook is requesting a proposed scope of services and fee proposal from qualified consulting firms to perform an Arc Flash Analysis.
- B. Project Description and Requirements – The firm shall conduct an Arc Flash Analysis according to the NFPA 70E-2024 and IEEE 1584 standards for its various buildings with electric services. These facilities are listed in **Attachment 1**. The purpose of the analysis is to comply with the current electrical codes and standards for arc flash labeling.

Objectives for this Request for Proposal (RFP) are as follows:

- Development of a single line diagram of the electrical distribution system that has also been 100% field verified for accuracy.
- Provide a standard of procedure and electrical safety policy when completing work at the facilities.
- Documentation of the installed equipment ratings including voltage, amperage of equipment, feeder sizes, types, lengths, and equipment locations.
- Determine compliance of the installation with the currently adopted NEC.
- Determine the level of hazard and the proper rating of the personal protective equipment (PPE) necessary for personnel arc flash protection.
- Ensure that the Village is in compliance with applicable industry standards for arc flash hazard identification and protection, i.e. NFPA 70E, OSHA, NEC, ANSI.
- Determine proper safety signage and labeling which should include but not limited to, voltage shock hazard, flash hazard boundary, incident energy, PPE level, limit shock approach boundary, restricted shock approach boundary, and prohibited shock approach boundary.

There are several codes and/or standards that currently enforce a compliant Arc Flash Analysis and these requirements must be met. These major codes include the following:

- OSHA 29 CFR 1910.132 (d) – Requires employers to assess the workplace to determine hazards and select appropriate personal protective equipment (PPE).

- NEC 110.16 – Requires that switchboards, panel boards, industrial control panels, and motor control centers requiring maintenance, inspection, servicing, etc., be field marked to warn qualified persons of potential electric Arc Flash Hazards.
- NFPA 70E-2024 – Requires that an Arc Flash Analysis be performed to properly identify and protect operations personnel from injury due to an arc flash event. This study shall determine the arc flash hazard boundary and the PPE required to protect qualified persons while working within this boundary.
- IEEE 1584 – This guide to performing arc flash hazard calculations includes the detailed steps on how to perform this analysis and all required steps that should be followed.

C. Scope of Services – The selected consultant shall perform all services scoped below and as required to complete the analysis in a professional and satisfactory manner. The following scope shall be the base scope of services for all proposals. The Village acknowledges that there may be additional recommended activities or that there may be activities listed below that are not recommended. **If a proposer feels that there should be additions or deletions, these should be clearly identified and an explanation must be provided. Increased or decreased costs shall also be clearly quantified and documented in the proposal.** Please use the attached CECS format provided in **Attachment 2**. Respondents may also add a list of “items not included” as appropriate.

Item 1 – Data Collection. Perform a field evaluation to collect and record all pertinent electrical component field data necessary to create the system model for each of the electrical Power Distribution systems in the buildings listed in this RFP. The firm will be accompanied by a village employee who has familiarity with the locations of equipment to be included in the assessment. Typical field data may include but is not limited to transformers, switchgear, switchboards, motor control centers, panelboards, circuit breakers, protective relays, fuses, bus ducts, bus plugs, feeder conductors motors, etc.

Item 2 – Model and Perform Electric Power Systems Analysis. The firm will develop a software model of the systems. This model will be used to perform the following studies:

- A. Short Circuit Current Study (SCSS) in accordance with appropriate standards for all applicable electrical components. This will also include an equipment evaluation study to check the computed available fault current against existing equipment short circuit interrupting ratings.
- B. Overcurrent Protective Device Coordination Study in accordance with appropriate standards for all applicable electrical components. Graphical plots of each applicable device time current coordination curve will be provided in color on 8.5” by 11” log-log scale paper. The study will analyze and optimize protective device settings and provide the lowest possible incident energy while maintaining selective coordination. Emergency systems shall be analyzed for compliance with the NEC sections 620.62 requirements for multiple elevators, 700.27 Emergency Systems, and 701.18 Legally Required Stand-by Systems.

Use four (4) terms to describe the level of selective coordination achieved. The following is a description of the intent of those terms:

- i. Good Coordination: Selective coordination has been achieved as defined by the NEC Article 100.
- ii. Fair Coordination: Selective coordination has been achieved as defined by the NEC except some devices have needed to be considered in series as allowed in the exception #1 and 2 in Article 700.27 or exception number #1 and 2 and Article 701.18.
- iii. Acceptable Coordination: Selective coordination has been achieved as defined by the NEC except from a point between 0.00 seconds and 0.10 seconds as may be allowed by the local jurisdiction.
- iv. Poor Condition: Selective coordination has not been achieved as defined by the NEC.

C. Arc Flash Analysis to compute incident energy levels, proper ratings of PPE, NFPA 70E-2024 shock approach boundary distances at specified equipment locations, arc flash and shock protection boundaries, and warning label requirements. Incident energy and arc flash protection boundaries will be computed using the IEEE Standard 1584, "IEEE Guide for Performing arc flash hazard calculations" and the NFPA 70E-2024 Guidelines. The firm will perform this study on all applicable exposure areas at the facility. The Arc Flash analysis will also include identifying the available fault current at equipment buses as well as clearing time for applicable protective devices to determine proper PPE requirements. The PPE determination will be based upon potential arc flash incident energy exposure levels and will determine:

- i. Proper PPE for each applicable piece of electrical equipment.
- ii. Working distance for each applicable piece of electrical equipment.
- iii. Incident energy level for each applicable piece of equipment.
- iv. Flash protection boundary for each applicable piece of equipment.

Item 3 – Produce Arc Flash Hazard Warning Labels. The firm will furnish arc flash hazard warning label information for each applicable piece of equipment in accordance with ANSI Z535.4, NEC 110.16, and NFPA 7E 130.3, UL 969 guidelines.

The label information will include:

- i. Voltage rating of equipment
- ii. Arc flash protection boundary (in)
- iii. Arc flash incident energy at the working distance (cal/cm²)
- iv. Working distance (in)
- v. Recommended protection including glove rating
- vi. Limited and restricted approach distances (in)
- vii. Bus and protective device identifier
- viii. Bolted fault current
- ix. Date of issue
- x. Firm contact information

Arc flash hazard warning labels should be vinyl and sunlight resistant rated. All other types of labels are not acceptable. Labels should be provided in the following manner and all labels should be based on recommended over current device settings. The labels cannot be installed until the overcurrent device settings have been changed or adjusted by the firm to match the report.

- i. For each 600, 480, 240, and 208-volt panel board and disconnect, one label should be provided for each section.
- ii. For each motor control center, one label should be provided per section.
- iii. For each low voltage switchboard, one label should be provided per section. iv. For each switch gear, one label should be provided per section.
- v. For medium voltage switches, one label should be provided per section.
- vi. for bus tie breakers, one label should be provided based on dual feeds.
- vii. On switchgear, switchboards, panelboards, and disconnects, the label shall be based on the line side connection point of the equipment.

Item 4 – Install Arc Flash Hazard Warning Labels. The firm shall install the generated arc flash hazard warning labels at the applicable equipment locations in accordance with the currently adopted version of the NEC and NFPA 70E, while accompanied by a Village electrician or technician familiar with the building layout and interconnectivity of loads.

Item 5 – NFPA 70E Electrical Safety Training. The firm should provide an option to train Village qualified electrical personnel on the potential arc flash hazards associated with working on energized equipment. The Village will need a training for staff members. The training shall be a minimum of four (4) hours.

Item 6 – Deliver Final Report. The firm shall furnish a complete report for all system studies in both electronic (PDF and USB) and hard copies (2). The report will include the results of the short circuit current study, coordination device evaluation, arc flash calculations, the coordination curves and all input data, recommendations for changing this to settings or equipment, and conclusions. The report will contain, at a minimum, the following:

- i. Brief summary of the study.
- ii. One-line diagram - data sources.
- iii. Incident energy analysis - data sources. iv. Results of “modeling” to lower the I.E./PPE class with items identified; existing class; new class, if work is performed; recommended fuse replacements to lower the class; and recommended circuit breaker settings to lower the class. v. Electronic and hard copy of the Fault Analysis input data.
- vi. Electronic and hard copy of the Fault Coordination input data.
- vii. Electronic and hard copy printout of the coordination curves for each major electrical equipment / circuit breaker / fuse / cable etc.
- viii. Electronic and hard copy printout of the Arc Flash Evaluation showing the bus name, protected device name, bus kV, bus bolted fault (kA), protective device arcing fault (kA),

trip/delay time (sec), duration of arc (sec), arc type, arc flash boundary (in), working distance (in), incident energy (cal/cm²), and required protective FR clothing class. ix. Mitigation recommendations are to be provided for all hazards found to be 4cal/cm² and above.

Items Not Included:

- ☐ Items to be listed by respondents as necessary.

- D. Desired Project Timeline – The Village desires to let the project such that the analysis and labeling will be completed by December 2025.

II. Submittal Requirements

- A. Terms and Conditions – **Attachment 3** contains the terms and conditions that will apply to this contract, for information only, to be completed by the selected consultant after selection.
- B. Scope and Fee Estimate Format – The following items are requested as part of this RFP. Maximum numbers of pages are listed in parentheses. If used, cover pages and dividers do not count against page limits.
- Cover Letter (2 pages)
 - Project Understanding and Approach (5 pages)
 - Scope of Services (as listed in Section I.C. above)
 - List of Key Personnel and Roles and Project Organization Chart (3 pages)
 - List of three representative projects with contact names (1 page)
 - Project Schedule with Milestones (1 page)
 - Cost Estimate of Consultant Services (using format provided in **Attachment 2**)(Consultant shall, at a minimum, include each scope item listed above in their CECS table, but are encouraged to provide sub tasks as needed. This table should also clearly identify any additions or deletions as noted in the first paragraph of Section I.C above.)
 - Direct Costs and Subconsultant Expenses Table (using format provided in **Attachment 2**)
 - If necessary, Subconsultant Qualifications, Scopes, Personnel, CECS, etc. to be included in appendices.
- C. Submittal Format and Address – Responses shall be submitted through the OpenGov online portal.
- D. Closing Date – The closing date and time for receipt of proposals is listed in the timeline below. After this time, additional submittals will not be accepted.

- E. Questions – Questions are strongly encouraged. All questions shall be submitted through the OpenGov online portal. Questions will be accepted until the date and time listed in the timeline below. All questions and responses will then be compiled and posted on the OpenGov online portal.
in one general response memorandum by the date and time listed in the timeline below.

Review and Selection Process

Village staff will review submitted proposals and consider the most responsive and responsible consultant with the lowest fee proposal. The Village reserves the right to reject any or all proposals, to waive technical or legal deficiencies, to proceed or not to proceed with any subsequent process, or to negotiate, without further process, any contract as may be in the best interest of the Village. The Village reserves the right to request clarification of information submitted, request additional information, and make such inquiries regarding the firms' qualifications and reputation as it deems necessary to evaluate the proposal. The Village will develop a contract agreement that will be brought to the Village Board for approval. **Attachment 3** contains the contract template to be completed by the selected consultant.

Anticipated RFP Timeline:

☐ RFP Released	Monday, May 19 2025
☐ Questions Due	Friday, May 23, 2025, 3:00 P.M.
☐ Issuance of Responses to Questions	Wednesday, May 28, 2025, 3:00 P.M.
☐ Proposal Due	Monday, June 9, 2025, 3:00 P.M.
☐ Staff Selection/Start Contract Negotiation	Tuesday, June 17, 2025
☐ Draft Board Recommend/Agenda Packet	Friday, June 27, 2025
☐ Final Board Recommend/Agenda Packet Due	Wednesday, July 2, 2025
☐ Board Approval	Tuesday, July 8, 2025
☐ Verbal Notice to Proceed	Wednesday, July 9, 2025
☐ Contract Signatures Finalized By	Wednesday, July 16, 2025

ATTACHMENT 1

Village Owned Facilities

VILLAGE OF OAK BROOK OWNED FACILITIES

	VILLAGE BUILDING	ADDRESS STREET NAME
1	BUTLER GOVERNMENT CENTER / POLICE STATION	1200 OAK BROOK RD
2	FIRE STATION #94	1200 OAK BROOK RD
3	HERITAGE CENTER	1112 OAK BROOK RD
4	FIRE STATION #93	725 ENTERPRISE DR
5	PUBLIC WORKS	3003 JORIE BLVD
6	OAK BROOK PUBLIC LIBRARY	600 OAK BROOK RD
7	SPORTS CORE SOCCER BUILDING	700 OAK BROOK RD
8	BATH AND TENNIS CLUB	800 OAK BROOK RD
9	GOLF MAINTENANCE BUILDING	810 OAK BROOK RD
10	GOLF CLUB HOUSE	2606 YORK RD
11	PUBLIC WORKS STORAGE BUILDING / SALT BARN	640 OAK BROOK RD
12	35TH ST PUMPING STATION	1400 35TH ST
13	WELL HOUSE #5	2011 WINDSOR DR
14	WELL HOUSE #6	2915 OAK BROOK RD
15	WELL HOUSE #7	2415 MIDWEST RD
16	RESERVOIR A	1915 YORK RD
17	RESERVOIR B	2710 MEYERS RD
18	WEST WATER TOWER	2213 TOWER LN

ATTACHMENT 2

CECS

Arc Flash Analysis
Village of Oak Brook

Cost Estimate of Consultant Services

Item No.	Task	Staff Classifications & Workhours							Total Workhours	% of Workhours	Labor Fee
		Employee Class	Employee Class	Employee Class	Employee Class	Employee Class	Employee Class	Employee Class			
	Billing Rate	\$0	\$0	\$0	\$0	\$0	\$0	\$0			
DESIGN ENGINEERING											
1	Data Collection										
	a. Sub-item	0	0	0	0	0	0	0	0		
	b. Sub-item	0	0	0	0	0	0	0	0		
	c. Sub-item	0	0	0	0	0	0	0	0		
	Item 1 Subtotal	0	0	0	0	0	0	0	0	0.0%	\$0.00
2	Model and Perform Electric Power Systems Analy										
	a. Sub-item	0	0	0	0	0	0	0	0		
	b. Sub-item	0	0	0	0	0	0	0	0		
	c. Sub-item	0	0	0	0	0	0	0	0		
	Item 2 Subtotal	0	0	0	0	0	0	0	0	0.0%	\$0.00
3	Produce Arc Flash Hazard Warning Labels										
	a. Sub-item	0	0	0	0	0	0	0	0		
	b. Sub-item	0	0	0	0	0	0	0	0		
	c. Sub-item	0	0	0	0	0	0	0	0		
	Item 3 Subtotal	0	0	0	0	0	0	0	0	0.0%	\$0.00
4	Install Arc Flash Hazard Warning Labels										
	a. Sub-item	0	0	0	0	0	0	0	0		
	b. Sub-item	0	0	0	0	0	0	0	0		
	c. Sub-item	0	0	0	0	0	0	0	0		
	Item 4 Subtotal	0	0	0	0	0	0	0	0	0.0%	\$0.00
5	NFPA 70E Electrical Safety Training										
	a. Sub-item	0	0	0	0	0	0	0	0		
	b. Sub-item	0	0	0	0	0	0	0	0		
	c. Sub-item	0	0	0	0	0	0	0	0		
	Item 5 Subtotal	0	0	0	0	0	0	0	0	0.0%	\$0.00
6	Deliver Final Report										
	a. Sub-item	0	0	0	0	0	0	0	0		
	b. Sub-item	0	0	0	0	0	0	0	0		
	c. Sub-item	0	0	0	0	0	0	0	0		
	Item 6 Subtotal	0	0	0	0	0	0	0	0	0.0%	\$0.00
	Project Totals	0	0	0	0	0	0	0	0	0.0%	
	% of Workours:	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%		
										Total Labor Fee	\$0.00
										Total Direct Costs	\$0.00
										Total Subconsultants	\$0.00
										TOTAL PROJECT COST	\$0.00

Arc Flash Analysis
Village of Oak Brook

Summary of In-House Direct & Subconsultant Costs

Item No.	Task	In-House Direct Cost	Sub-Consultant Cost
DESIGN ENGINEERING			
1	Data Collection		
Description			
Description			
			Item 1 Subtotal
2	Model and Perform Electric Power Systems Analy		
Description			
Description			
			Item 2 Subtotal
3	Produce Arc Flash Hazard Warning Labels		
Description			
Description			
			Item 3 Subtotal
4	Install Arc Flash Hazard Warning Labels		
Description			
Description			
			Item 4 Subtotal
5	NFPA 70E Electrical Safety Training		
Description			
Description			
			Item 5 Subtotal
6	Deliver Final Report		
Description			
Description			
			Item 6 Subtotal
Total In-House Direct Costs:			-

Arc Flash Analysis
Village of Oak Brook

Summary of In-House Direct & Subconsultant Costs

Item No.	Task	In-House Direct Cost	Sub-Consultant Cost
Total Subconsultant Costs:			-
TOTAL IN-HOUSE DIRECT & SUBCONSULTANT COSTS:			

ATTACHMENT 3

Future Agreement Template

CONTRACT BETWEEN
THE VILLAGE OF OAK BROOK AND _____ FOR
PROFESSIONAL ENGINEERING SERVICES FOR _____
_____ PROJECT

In consideration of the agreements set forth below, the **Village of Oak Brook, Illinois**, 1200 Oak Brook Road, Oak Brook, Illinois 60523, a unit of local government created and existing under the laws of the State of Illinois (the "Owner" or "Village"), and _____, an engineering firm (the "Consultant"), make this Contract as of _____, 2024, and hereby agree as follows:

ARTICLE I
THE SERVICES

1.1 Performance of the Services

Consultant shall, at its sole cost and expense, provide, perform, and complete all of the following services, all of which is herein referred to as the "Services":

A. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner described and specified in this Contract, all professional services necessary to accomplish the "Project," as defined in the following:

1. The Consultant's Proposal attached to this Contract as **Attachment A**, and
2. With the insurance coverage listed in **Attachment B** attached to this Contract.

B. Insurance. Procure and furnish all required certificates and policies of insurance specified in Attachment B.

C. Standard of Performance. Provide, perform, and complete all of the foregoing in a professional manner, consistent with the professional standards of care of qualified engineers doing similar service in the Chicago Metropolitan Area and in full compliance with this Contract (the "Standard of Performance").

1.2 Completion Date

Consultant shall diligently and continuously perform the Services at such a rate as will allow all Services to be fully performed and completed in compliance with this Contract not later than _____ ("Completion Date"). The rate of

progress and time of completion are referred to in this Contract as the "Contract Time."

1.3 Required Submittals

A. Submittals Required. Consultant shall submit to Owner all reports, documents, data, and information required to be submitted by Consultant under this Contract (the "Required Submittals").

B. Time of Submission and Owner's Review. All Required Submittals shall be provided to Owner no later than the time, if any, specified in Attachment A, or otherwise in this Contract. If no time for submission is specified for any Required Submittal, then that Submittal shall be submitted within a reasonable time in light of its purpose and, in all events, in sufficient time, in Owner's opinion, to permit Owner to review that Submittal same prior to the commencement of any part of the Services to which that Submittal may relate. Owner shall have the right to require such corrections as may be necessary to make any Required Submittal conform to this Contract. Consultant shall perform no Services related to any Required Submittal until Owner has completed review of such Required Submittal with no exception noted. Owner's review and approval of any Required Submittal shall not relieve Consultant of the entire responsibility for the performance of the Services in full compliance with, and as required by or pursuant to this Contract, and shall not be regarded as any assumption of risk or liability by Owner. The Consultant shall not be held liable for claims of delay caused by the Owner's failure to timely review and approve any Required Submittal.

1.4 Review and Incorporation of Contract Provisions

Consultant represents and declares that it has carefully reviewed, and fully understands, this Contract, including all of its Attachments, all of which are by this reference incorporated into and made a part of this Contract.

1.5 Financial and Technical Ability to Perform

Consultant represents and declares that it is financially solvent, and has the financial resources necessary, and has sufficient experience and competent, and has the necessary capital, facilities, organization, and staff necessary to provide, perform, and complete the Services in full compliance with, and as required by or pursuant to, this Contract.

1.6 Time

Consultant represents and declares that the Contract Time is sufficient time to permit completion of the Services in full compliance with, and as required by or pursuant to, this Contract for the Contract Price.

1.7 Consultant's Personnel and Sub-Consultants

A. Consultant's Personnel. Consultant shall provide all personnel necessary to complete the Services.

B. Approval and Use of Sub-Consultants. Consultant shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by Owner in writing. All subconsultants and subcontracts used by Consultant shall be acceptable to, and approved in advance by, Owner. Owner's approval of any sub-consultant or subcontract shall not relieve Consultant of full responsibility and liability for the provision, performance, and completion of the Services in full compliance with, and as required by or pursuant to, this Contract. All Services performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of Consultant. Every reference in this Contract to "Consultant" shall be deemed also to refer to all sub-consultants of Consultant. Every subcontract shall include a provision binding the sub-consultant to all provisions of this Contract.

C. Removal of Personnel and Sub-Consultants. If any personnel or sub-consultant fails to perform the part of the Services undertaken by it in compliance with this Contract or in a manner reasonably satisfactory to Owner, Consultant, immediately upon notice from Owner, shall remove and replace such personnel or sub-consultant. Consultant shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time as a result of any such removal or replacement.

1.8 Owner's Responsibilities

Owner shall, at its sole cost and expense: (a) designate in writing a person with authority to act as Owner's representative and on Owner's behalf with respect to the Services except those matters that may require approval of Owner's Board of Trustees; (b) provide to Consultant all criteria and full information as to Owner's requirements for the Project or work to which the Services relate, including Owner's objectives and constraints, schedule, space, capacity and performance requirements, and budgetary limitations relevant to the Project; (c) provide to Consultant existing studies, reports, and other available data relevant to the Project; (d) arrange for access to and make all provisions for Consultant to enter upon public and private property as reasonably required for Consultant to perform the Services; (e) provide surveys describing physical characteristics, legal limitations, and utility locations for the Project and the services of geotechnical engineers or other consultants when such services are reasonably requested by Consultant and are necessary for the performance of the Services; (f) provide structural, mechanical, chemical, air and water pollution tests, test for hazardous materials, and other laboratory and environmental tests, inspections, and reports required by law to be provided by Owner in connection with the Project; (g) review Required Submittals and other

reports, documents, data, and information presented by Consultant as appropriate; (h) provide approvals from all governmental authorities having jurisdiction over the Project when such services are reasonably requested by Consultant; (i) except as provided in Article IV of this Contract, provide all accounting, insurance, and legal counseling services as may be necessary from time to time in the judgment of Owner to protect Owner's interests with respect to the Project; (j) attend Project related meetings; and (k) give written notice to Consultant whenever Owner observes or otherwise becomes aware of any development that affects the scope or timing of the Services, provided, however, that failure to give such notice shall not relieve Consultant of any of its responsibilities under this Contract.

1.9 Owner's Right to Terminate or Suspend Services for Convenience

A. Termination or Suspension for Convenience. Owner shall have the right, at any time and for its convenience, to terminate or suspend the Services in whole or in part at any time by written notice to Consultant. Every such notice shall state the extent and effective date of such termination or suspension. On such effective date, Consultant shall, as and to the extent directed, stop Services under this Contract, cease all placement of further orders or subcontracts, terminate or suspend Services under existing orders and subcontracts, and cancel any outstanding orders or subcontracts that may be canceled.

B. Payment for Completed Services. In the event of any termination pursuant to Subsection 1.9A above, Owner shall pay Consultant (1) such direct costs, including overhead, as Consultant shall have paid or incurred for all Services done in compliance with, and as required by or pursuant to, this Contract up to the effective date of termination; and (2) such other costs pertaining to the Services, exclusive of overhead and profit, as Consultant may have reasonably and necessarily incurred as the result of such termination. Any such payment shall be offset by any prior payment or payments and shall be subject to Owner's rights, if any, to withhold and deduct as provided in this Contract.

ARTICLE II

CHANGES AND DELAYS

2.1 Changes

Owner shall have the right, by written order executed by Owner, to make changes to the timing or scope of the Services to be provided pursuant to this Contract (a "Services Change Order"). When a Services Change Order causes an increase or decrease in Services, an equitable adjustment in the Contract Price or Contract Time may be made. No decrease in Services caused by any Services Change Order shall entitle Consultant to make any claim for damages, anticipated profits, or other compensation. Consultant shall not undertake any change in the Services without receipt of an executed Services Change Order from Owner.

2.2 Delays

For any delay that may result from causes that could not be avoided or controlled by Consultant, Consultant, upon timely written application, shall be entitled to an extension of the Contract Time for a period of time equal to the delay resulting from such unavoidable cause. No extension of the Contract Time shall be allowed for any other delay in completion of the Services. In the event of a delay in the project outside of the control of Consultant that affects Consultant's ability to perform the Services, the Contract Price shall be adjusted for any actual increase in costs necessarily incurred by Consultant in the performance of the Services.

2.3 No Constructive Service Change Orders

No claim for an equitable adjustment in the Contract Price or Contract Time shall be made or allowed unless it is embodied in a Services Change Order agreed to by Owner and Consultant. If Consultant believes it is entitled to an equitable adjustment in the Contract Price or Contract Time that has not been included, or fully included, in a Services Change Order, then Consultant shall submit to Owner a written request for the issuance of, or revision of, a Services Change Order, including the equitable adjustment, or the additional equitable adjustment, in the Contract Price or Contract Time that Consultant claims has not been included, or fully included, in a Services Change Order. Such request shall be submitted before Consultant proceeds with any Services for which Consultant claims an equitable adjustment is due.

ARTICLE III

CONSULTANT'S RESPONSIBILITY FOR DEFECTIVE SERVICES

3.1 Representation of Compliance

A. Scope of Representation. The Services and all of its components shall conform to the requirements of this Contract and shall be performed in accordance with Standard of Performance as defined in Subsection 1.1D of this Contract (the "Representation of Compliance").

B. Opinions of Cost. It is recognized that neither Consultant nor Owner has control over the costs of labor, material, equipment, or services furnished by others or over competitive bidding, market or negotiating conditions, or construction contractors' methods of determining their prices. Accordingly, any opinions of probable Project costs or construction costs provided for herein are estimates only, made on the basis of Consultant's experience and qualifications, and represent Consultant's best judgment as an experienced and qualified professional, familiar with the industry. Consultant does not guaranty that proposals, bids or actual Project costs or construction costs will not vary from opinions of probable cost prepared by Consultant.

3.2 Corrections

Consultant shall be responsible for the quality, technical accuracy, completeness, and coordination of all Services under this Contract. Consultant shall, promptly and without charge, correct all errors in any Services provided by Consultant.

3.3 Risk of Loss

The Services shall be provided, performed, and completed at the risk and cost of Consultant. Consultant shall be responsible for damages to property or persons to the extent caused by Consultant's errors, omissions, or negligent acts and for any losses or costs to repair or remedy any work undertaken by Owner based on the Services as a result of any such errors, omissions, or negligent acts. Notwithstanding any other provision of this Contract, Consultant's obligations under this Section 3.3 shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of Owner or Consultant, to indemnify, hold harmless, or reimburse Consultant for such damages, losses, or costs.

ARTICLE IV

INSURANCE; INDEMNIFICATION

4.1 Insurance

Contemporaneous with Consultant's execution of this Contract, Consultant shall provide certificates and policies of insurance evidencing at least the minimum insurance coverage and limits set forth in Attachment B. For good cause shown, Owner may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as Owner may impose in the exercise of its sole discretion. Such policies shall be in a form reasonably acceptable to Owner. Such insurance shall provide that no change to or cancellation of any insurance, nor any reduction in limits or coverage or other modifications affecting this Agreement, shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to Owner. Consultant shall, at all times while providing, performing, or completing the Services, including without limitation at all times while providing corrective Services pursuant to Section 3.2 of this Contract, maintain and keep in force, at Consultant's expense, at least the minimum insurance coverage and limits set forth in Attachment B.

4.2 Indemnification

Consultant, without regard to the availability or unavailability of any insurance, either of Owner or Consultant, shall, to the fullest extent permitted by law, indemnify, save harmless, and reimburse Owner against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including reasonable

attorneys' fees, that may arise or be alleged to have arisen out of or in connection with Consultant's failure to meet its obligations or representations in this Contract or Consultants negligent acts, errors, or omissions except only to the extent caused by the sole negligence of Owner.

ARTICLE V

PAYMENT

5.1 Contract Price

Owner shall pay to Consultant, in accordance with and subject to the terms and conditions set forth in this Article V and Attachment A, and Consultant shall accept in full satisfaction for providing, performing, and completing the Services, the amount or amounts in the schedule of prices set forth in Attachment A ("Contract Price"), subject to any additions, deductions, or withholdings provided for in this Contract. If the price for the Contract in Attachment A is stated as an estimated price based upon the hours actually spent in the project or some other uncertain price standard and the Consultant finds that the estimated price stated in Attachment A will be exceeded, the Consultant shall be required to present in writing to the Owner, a letter indicating that the projected price will not cover all of the work and a new projected price shall be inserted. The Consultant shall not do any work in excess of the initially estimated or later approved maximum price without having received the written approval of the Village Manager. This provision shall not apply in situations in which the Owner requests additional services not covered by this Contract and the Village Manager has authorized an agreed-upon price for such services in writing.

5.2 Taxes, Benefits and Royalties

The Contract Price includes applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits. Consultant shall have no claim or right to claim additional compensation due to the payment of any such tax, contribution, premium, costs, royalties, or fees.

5.3 Progress Payments

A. Payment in Installments. The Contract Price shall be paid in monthly installments in the manner set forth in Attachment A ("Progress Payments").

B. Pay Requests. Consultant shall, as a condition precedent to its right to receive each Progress Payment, submit to Owner an invoice accompanied by such receipts, vouchers, and other documents as may be necessary to reasonably establish Consultant's prior payment for all labor, material, and other things covered by the invoice and the absence of any lien or other interest of any party in regard to the Services performed under this Contract. In addition to the foregoing, such invoice

shall include (a) employee classifications, rates per hour, and hours worked by each classification, and, if the Services are to be performed in separate phases, for each phase; (b) total amount billed in the current period and total amount billed to date, and, if the Services are to be performed in separate phases, for each phase; (c) the estimated percent completion, and, if the Services are to be performed in separate phases, for each phase; and (d) Consultant's certification that, to the best of Consultant's knowledge, information, and belief, all prior Progress Payments have been properly applied to the Services with respect to which they were paid. Owner may, by written notice to Consultant, designate a specific day of each month on or before which pay requests must be submitted.

5.4 Final Acceptance and Final Payment

The Services or, if the Services are to be performed in separate phases, each phase of the Services, shall be considered complete on the date of final written acceptance by Owner of the Services or each phase of the Services, as the case may be, which acceptance shall not be unreasonably withheld or delayed. The Services or each phase of the Services, as the case may be, shall be deemed accepted by Owner if not objected to in writing within 30 days after submission by Consultant of the Services or such phase of Services for final acceptance and payment plus, if applicable, such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the Services, or phase of Services, as the case may be. Within 30 days after final acceptance, Owner shall pay to Consultant the balance of the Contract Price or, if the Services are to be performed in separate phases, the balance of that portion of the Contract Price with respect to such phase of the Services, after deducting therefrom charges, if any, against Consultant as provided for in this Contract ("Final Payment"). The acceptance by Consultant of Final Payment with respect to the Services or a particular phase of Services, as the case may be, shall operate as a full and complete release of Owner of and from any and all lawsuits, claims, or demands for further payment of any kind for the Services or, if the Services are performed in separate phases, for that phase of the Services.

5.5 Deductions

A. Owner's Right to Withhold. Notwithstanding any other provision of this Contract, Owner shall have the right to deduct and withhold from any Progress or Final Payment that may be or become due under this Contract such amount as may reasonably appear necessary to compensate Owner for any loss due to (1) Services that are defective, nonconforming, or incomplete; (2) liens or claims of lien; (3) claims of Consultant's sub-consultants, suppliers, or other persons regardless of merit; (4) delay by Consultant in the completion of the Services; (5) the cost to Owner, including reasonable attorneys' fees, of correcting any of the aforesaid matters or exercising any one or more of Owner's remedies set forth in Section 6.1 of this Contract. Owner shall notify Consultant in writing given in accordance with Section 7.8 of this Contract of Owner's determination to deduct and withhold funds, which

notice shall state with specificity the amount of, and reason or reasons for, such deduction and withholding.

B. Use of Withheld Funds. Owner shall be entitled to retain any and all amounts withheld pursuant to Subsection 5.5A above until Consultant shall have either performed the obligations in question or furnished security for such performance satisfactory to Owner. Owner shall be entitled to apply any money withheld or any other money due Consultant under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, and reasonable attorneys' fees (collectively "Costs") incurred, suffered, or sustained by Owner and chargeable to Consultant under this Contract. Owner shall notify Consultant in writing given in accordance with Section 7.8 of this Contract of each application by Owner of money to reimburse such Costs.

5.6 Accounting

Consultant shall keep accounts, books, and other records of all its billable charges and costs incurred in performing the Services in accordance with generally accepted accounting practices, consistently applied, and in such manner as to permit verification of all entries. Consultant shall make all such material available for inspection by Owner, at the office of Consultant during normal business hours during this Contract and for a period of three years after termination of this Contract. Copies of such material shall be furnished, at Owner's expense, upon request.

ARTICLE VI

REMEDIES

6.1 Owner's Remedies

If it should appear at any time prior to Final Payment for all work that Consultant has failed or refused to perform, or has delayed in the performance of, the Services ("Event of Default"), and has failed to cure any such Event of Default within five business days after Consultant's receipt of written notice of such Event of Default, then Owner shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Owner may require Consultant, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the Services that are defective, nonconforming, or incomplete and to such other action as is necessary to bring Consultant and the Services into compliance with this Contract.
2. Owner may terminate this Contract without liability for further payment of amounts due or to become due under this Contract.

3. Owner may recover from Consultant any and all costs, including reasonable attorneys' fees, incurred by Owner as the result of any Event of Default or as a result of actions taken by Owner in response to any Event of Default.

6.2 Consultant's Remedy

Consultant may terminate this Contract upon for failure of Owner to make Progress Payments to which Consultant is entitled if Owner has failed to cure such failure within five business days after Owner's receipt of written notice from Consultant of such failure.

6.3 Terminations and Suspensions by Owner Deemed for Convenience

Any termination or suspension by Owner of Consultant's rights under this Contract for an alleged default that is ultimately held unjustified shall automatically be deemed to be a termination or suspension for the convenience of Owner under Section 1.9 of this Contract.

ARTICLE VII

LEGAL RELATIONSHIPS AND REQUIREMENTS

7.1 Binding Effect

This Contract shall be binding on Owner and Consultant and on their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this Contract to a party shall also be deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

7.2 Relationship of the Parties

Consultant shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Contract shall be construed (1) to create the relationship of principal and agent, partners, or joint venturers between Owner and Consultant or (2) to create any relationship between Owner and any sub-consultant of Consultant.

7.3 No Collusion

Consultant hereby represents and certifies that Consultant is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Consultant is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of the tax, as set forth in 65 ILCS 5/11-42.1-1; or (ii) a violation of either Section 33E-3 or Section 33E-4 of

Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.* Consultant hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to Owner prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Consultant has, in procuring this Contract, colluded with any other person, firm, or corporation, then Consultant shall be liable to Owner for all loss or damage that Owner may suffer thereby, and this Contract shall, at Owner's option, be null and void.

7.4 Assignment

Consultant shall not (1) assign this Contract in whole or in part, (2) assign any of Consultant's rights or obligations under this Contract, or (3) assign any payment due or to become due under this Contract without the prior express written approval of Owner, which approval may be withheld in the sole and unfettered discretion of Owner; provided, however, that Owner's prior written approval shall not be required for assignments of accounts, as defined in the Illinois Commercial Code, if to do so would violate Section 9-318 of the Illinois Commercial Code, 810 ILCS 5/9-318. Owner may assign this Contract, in whole or in part, or any or all of its rights or obligations under this Contract, without the consent of Consultant.

7.5 Confidential Information

All information supplied by Owner to Consultant for or in connection with this Contract or the Services shall be held confidential by Consultant and shall not, without the prior express written consent of Owner, be used for any purpose other than performance of the Services.

7.6 No Waiver

No act, order, approval, acceptance, or payment by Owner, nor any delay by Owner in exercising any right under this Contract, shall constitute or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming, or incomplete Services, nor operate to waive any requirement or provision of this Contract or any remedy, power, or right of Owner.

7.7 No Third-Party Beneficiaries

No claim as a third-party beneficiary under this Contract by any person, firm, or corporation (other than Owner and Consultant) shall be made or be valid against Owner or Consultant.

7.8 Notices

All notices required or permitted to be given under this Contract shall be in writing and shall be deemed received by the addressee thereof when delivered in person on a business day at the address set forth below or after being deposited in

the United States mail, for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested.

Notices and communications to Owner shall be addressed to, and delivered at, the following address:

Village of Oak Brook
1200 Oak Brook Road
Oak Brook, Illinois 60523
Attention: _____

Notices and communications to Consultant shall be addressed to, and delivered at, the following address:

Attention: _____

The foregoing shall not be deemed to preclude the use of other non-oral means of notification or to invalidate any notice properly given by any such other non-oral means.

By notice complying with the requirements of this Section 7.8, Owner and Consultant each shall have the right to change the address or addressee or both for all future notices to it, but no notice of a change of address or addressee shall be effective until actually received.

7.9 Governing Laws

This Contract and the rights of Owner and Consultant under this Contract shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois; the venue for any legal action arising in connection with this Contract shall be in the Circuit Court of DuPage County, Illinois.

7.10 Changes in Laws

Unless otherwise explicitly provided in this Contract, any reference to laws shall include such laws as they may be amended or modified from time to time.

7.11 Compliance with Laws and Grants

The Services shall be provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations, and with applicable statutes, ordinances, rules, and regulations. This requirement

includes, but is not limited to, compliance with the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* Consultant shall also comply with applicable conditions of any federal, state, or local grant received by Owner or Consultant with respect to this Contract or the Services. The prevailing rate of wages are revised by the Department of Labor, and they are available on the Department's official website.

Consultant shall be liable for any fines or civil penalties that may be imposed or incurred by a governmental agency with jurisdiction over the Services as a result of Consultant's or its sub-consultants' improper performance of, or failure to properly perform, the Services or any part thereof.

Every provision of law required by law to be inserted into this Contract shall be deemed to be inserted herein.

7.12 Ownership of Documents

Consultant and Consultant's sub-consultants shall be deemed the original authors and owners respectively of materials produced pursuant to this Contract and shall retain all common law, statutory and other reserved rights, including copyrights. Consultant hereby grants and conveys to Owner perpetual, irrevocable non-exclusive rights, and license to use all Required Submittals and other materials produced under this Contract for Village purposes and no other purposes.

7.13 Time

Except where otherwise stated, references in this Contract to days shall be construed to refer to calendar days.

7.14 Severability

The provisions of this Contract shall be interpreted, when possible, to sustain their legality and enforceability as a whole. In the event any provision of this Contract shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract shall be in any way affected thereby.

7.15 Entire Agreement

This Contract sets forth the entire agreement of Owner and Consultant with respect to the accomplishment of the Services and the payment of the Contract Price therefor, and there are no other understandings or agreements, oral or written,

between Owner and Consultant with respect to the Services and the compensation therefor. The proposal attached as Attachment A is attached hereto for reference only and other than as specifically referred to and incorporated herein, the terms and conditions set forth in the proposal do not form part of this Agreement.

7.16 Amendments

No modification, addition, deletion, revision, alteration, or other change to this Contract shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Consultant.

7.17 Attachments

There may be Attachments attached to and made a part of this contract. Some of the Attachment forms may be contract terms or other documents submitted by or involving the duties and obligations of the contractor. Both the Owner and the Contractor agree that any terms or conditions contained within Article VII of this contract supersede and reflect the duties and obligations of the Parties without regard to any contrary provision set forth within any Attachment or exhibit. The exception would be a term or condition specified as superseding this contract and physically initialed by both the Owner and the Contractor.

IN WITNESS WHEREOF, Owner and Consultant have caused this Contract to be executed in two original counterparts as of the day and year first written above.

VILLAGE OF OAK BROOK

By:

Greg Summers
Village Manager

Attest:

By:

Netasha Scarpiniti
Village Clerk

COMPANY NAME

By: _____

Name: _____

Title: _____

Attest:

By: _____

Name: _____

Title: _____

ATTACHMENT A

PROPOSAL SUBMITTED BY _____
DATED _____

ATTACHMENT B

INSURANCE REQUIREMENTS

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

Each contractor performing any work pursuant to a contract with the Village of Oak Brook and each permittee working under a permit as required pursuant to the provisions of Title 1 of Chapter 8 of the Code of Ordinances of the Village of Oak Brook (hereinafter referred to as "Insured") shall be required to carry such insurance as specified herein. Such contractor and permittee shall procure and maintain for the duration of the contract 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 contract or permit, by either the contractor, permittee, or their agents, representatives, employees or subcontractors.

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

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

Any deductibles or self-insured retention must be declared to and approved by the Village. At the option of the Village, either the insurer shall reduce or eliminate such deductible or self-insured retention as respects the Village, its officers, officials, employees and volunteers; or 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.

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

- D. General Liability and Automobile Liability Coverage -

- (1) 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, employees, volunteers, or agents.
- (2) 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.
- (3) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officers, officials, employees, volunteers, or agents.
- (4) 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.

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

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.

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.

Each Insured shall furnish the Village with certificates of insurance and with original endorsements effecting coverage required by this provision. The certificate and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms 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.

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 requirements stated herein.



ITEM 6.F.1.

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

AGENDA ITEM

Board of Trustees Regular Meeting
of
September 9, 2025

SUBJECT: A Resolution to Adopt the 2025 ADA Transition Plan for the Village of Oak Brook.

FROM: Tim O'Malley, Public Works Director

BUDGET SOURCE/BUDGET IMPACT: There is no cost to adoption of the plan, but the plan identifies numerous future improvements to be budgeted through the capital planning process.

RECOMMENDED MOTION: I move that the Village Board approve Resolution R- 2314, Adoption of the ADA Transition Plan provided by Civiltech Engineering, Inc, Itasca, Illinois, pending final attorney review and approval.

Background/History:

Public rights-of-way are required to be accessible to persons with disabilities pursuant to the following statutes: Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. 12131-12164) as codified in 23 CFR 35, the Illinois Assembly Code, and local ordinances, as applicable. The Transition Plan addressed the following topics:

- Posting notices of ADA requirements
- ADA coordinator designation
- Grievance remediation
- Accessibility compliance and best practices for pedestrian access routes and other infrastructure in the Village's public right-of-way (Self Evaluation)
- Development of improvement prioritization plans (Transition Plan)

At this time, the study did not include an evaluation of public building facilities, nor will it include an evaluation of public policies/practices/procedures. The Village intends to incorporate these as part of a future update to the Transition Plan.

In the development of the Transition Plan, the Consultant pursued the highest standards for accessibility and universal design and will seek to coordinate accessibility improvements with local

construction standards and safety planning.

Recommendation:

Staff recommends the Village Board approve Resolution R- 2314, Adoption of the ADA Transition Plan provided by Civiltech Engineering, Inc, Itasca, Illinois, pending final attorney review and approval.

Attachments:

1. Oak Brook ADA Transition Plan - Final - September 2025
2. Oak Brook_PROW ADA Transition Plan_Board Presentation
3. 2024.08.08_ADA Self Evaluation and Transition Plan_Civiltech
4. 2025-PW-ENG-AG-ADA-R-2314

Public Right-of-Way

ADA TRANSITION PLAN

Village of Oak Brook



September 2025



Table of Contents

1.	Introduction	1
	Transition Plan Need and Purpose.....	1
	ADA and its Relationship to Other Laws	1
	Agency Requirements	1
2.	Designation of Responsibility	3
3.	Self-Evaluation	4
	Overview.....	4
	Process & Findings.....	4
4.	Recommendations	8
	Policy	8
	Priority Areas	10
	Improvement Schedule.....	11
5.	Public Outreach.....	12
6.	Public Notice of ADA Requirements and Grievance Procedure	13
7.	Progress Monitoring and Transition Plan Management.....	14
8.	Formal Adoption of ADA Transition Plan	15
	Appendix A – Self-Evaluation	16
	Interested Persons Consulted	16
	Inventory & Findings.....	17
	Curb Ramps	17
	Pedestrian Control Signals	22
	Crosswalks.....	23
	Shared-use Paths and Sidewalks.....	25
	Project Prioritization.....	26
	Maintenance Activities	27
	Appendix B – Schedule and Budget Information	29
	Appendix C – Public Outreach	30
	Appendix D – Public Notice of ADA Requirements and Grievance Procedure.....	40
	Public Notice.....	40
	Grievance Procedure under the American with Disabilities Act	40
	Appendix E – Contact Information	42
	Village ADA Coordinator	42

Appendix F – Village of Oak Brook ADA Design Standards and Improvement/Compliance Procedures .. 43

 Intersection Corners..... 43

 Sidewalks / Shared Use Path 44

 Traffic Control Signals..... 44

 Bus Stops..... 44

Appendix G – Grievance Tracking Sheet and Complaint Form 46

Appendix H – Glossary of Terms..... 48

1. Introduction

Transition Plan Need and Purpose

The [Americans with Disabilities Act \(ADA\)](#) is a civil rights law prohibiting discrimination against individuals on the basis of disability. It was enacted on July 26, 1990, and was amended in 2008 with the ADA Amendments Act. The ADA consists of five titles outlining protections in the following areas:

- I. Employment
- II. State and Local Government Services
- III. Public Accommodations
- IV. Telecommunications
- V. Miscellaneous Provisions

Title II of ADA pertains to the programs, activities and services provided by public entities. The Village of Oak Brook must comply with this section of the Act, as it specifically applies to public service agencies. Title II of ADA states that “no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity([42 USC Sec. 12132](#); [28 CFR Sec. 35.130](#))

As required by Title II of ADA ([28 CFR Part 35 Sec. 35.105](#) and [Sec. 35.150](#)), the Village of Oak Brook has conducted a self-evaluation of its facilities within the public right-of-way; and has developed this Transition Plan detailing the methods to be used to ensure compliance with ADA accessibility requirements.

ADA and its Relationship to Other Laws

Title II of ADA is companion legislation to two previous federal statutes and regulations: the [Architectural Barriers Act \(ABA\) of 1968](#) and [Section 504 of the Rehabilitation Act of 1973](#).

The Architectural Barriers Act of 1968 is a Federal law that requires facilities designed, built, altered or leased with Federal funds to be accessible. The Architectural Barriers Act marks one of the first efforts to ensure access to the built environment.

Section 504 of the Rehabilitation Act of 1973 is a Federal law that protects qualified individuals from discrimination based on their disability. The nondiscrimination requirements of the law apply to employers and organizations that receive financial assistance from any Federal department or agency. Title II of ADA extended this coverage to all state and local government entities, regardless of whether they receive federal funding or not.

Agency Requirements

Under Title II, the Village of Oak Brook must meet these general requirements:

- Must operate their programs so that, when viewed in their entirety, the programs are accessible to and useable by individuals with disabilities [[28 CFR Sec. 35.150](#)].
- May not refuse to allow a person with a disability to participate in a service, program or activity simply because the person has a disability [[28 CFR Sec. 35.130 \(a\)](#)].
- Must make reasonable modifications in policies, practices, and procedures that deny equal access to individuals with disabilities unless a fundamental alteration in the program would result in equal access [[28 CFR Sec. 35.130\(b\)\(7\)](#)].

- May not provide services or benefits to individuals with disabilities through programs that are separate or different unless the separate or different measures are necessary to ensure that benefits and services are equally effective [\[28 CFR Sec. 35.130\(b\)\(iv\) & \(d\)\]](#).
- Must take appropriate steps to ensure that communications with applicants, participants and members of the public with disabilities are as effective as communications with others [\[28 CFR Sec. 35.160\(a\)\]](#).
- Must designate at least one responsible employee to coordinate ADA compliance [\[28 CFR Sec. 35.107\(a\)\]](#). This person is typically referred to as the ADA Coordinator. The public entity must provide the ADA Coordinator's name, office address, and telephone number to all interested individuals [\[28 CFR Sec. 35.107\(a\)\]](#).
- Must provide notice of ADA requirements. All public entities, regardless of size, must provide information about the rights and protections of Title II to applicants, participants, beneficiaries, employees, and other interested persons [\[28 CFR Sec. 35.106\]](#). The notice must include the identification of the employee serving as the ADA Coordinator and must provide this information on an ongoing basis [\[28 CFR Sec. 104.8\(a\)\]](#).
- Must establish a grievance procedure. Public entities must adopt and publish grievance procedures providing for prompt and equitable resolution of complaints [\[28 CFR Sec. 35.107\(b\)\]](#). This requirement provides for a timely resolution of all problems or conflicts related to ADA compliance before they escalate to litigation and/or the federal complaint process.

This document has been created to specifically cover accessibility within the public right-of-way and does not include information on Village programs, practices, or building facilities not related to public right-of-way.

2. Designation of Responsibility

In accordance with [28 CFR 35.107\(a\)](#), the Village of Oak Brook has designated the Assistant Village Manager to serve as the Village ADA Coordinator. The Village ADA Coordinator is responsible for ensuring compliance with ADA Title II regulations, facilitating accessibility initiatives, and addressing concerns or grievances related to the ADA within municipal programs and services. The current Village ADA coordinator is:

Joseph Mitchell, Assistant Village Manager

The ADA Coordinator acts as a liaison between the Village of Oak Brook and the public, fostering communication and collaboration to enhance accessibility. Designating a Village ADA Coordinator helps members of the public to identify someone to help them with questions and concerns about disability discrimination; it provides a single source of information so questions can be answered quickly and consistently; and provides an individual who can focus on and who can be instrumental in moving compliance plans forward.

The appointment of a Village ADA Coordinator underscores Oak Brook's commitment to upholding the principles of non-discrimination and accessibility. Contact information is provided in **Appendix E**. Contact information is also available on the village website at www.oak-brook.org/942/Public-Right-of-Way-ADA-Transition-Plan.

Training is an important tool for ensuring compliance with ADA requirements. The Village ADA Coordinator will identify resources and opportunities for Oak Brook employees at various levels to receive ADA-related training appropriate to their job functions.

3. Self-Evaluation

Overview

Under Title II of the ADA ([28 CFR Sec. 35.105](#)), public entities are required to perform a self-evaluation of their current services, policies, and practices with regard to accessibility. The goal of the self-evaluation is to verify that, in managing its programs and facilities, the agency is providing accessibility and not adversely affecting the full participation of individuals with disabilities.

The intent of this ADA self-evaluation is to review facilities within the public right-of-way and under the Village of Oak Brook jurisdiction, in order to identify any obstacles or barriers to accessibility that need to be addressed. The general categories of items to be evaluated include Pedestrian Facilities located with the Village's right-of-way. These are:

- Sidewalks and Shared-use Paths
- Curb Ramps
- Traffic Control Signals
- Crosswalks

As part of the sidewalk and shared-use path evaluation, bus stops and street furniture were inventoried and instances where ADA improvements are recommended are noted.

Public entities are required to provide an opportunity for interested persons, including individuals with disabilities or organizations representing individuals with disabilities, to participate in the self-evaluation process by submitting comments [[28 CFR Sec. 35.105\(b\)](#)]. Several public feedback opportunities were provided, including a public survey and a pop-up meeting. Additionally, an ADA Stakeholder Committee was convened and met three times throughout the development of this plan. More information about the ADA Stakeholder Committee and public outreach efforts are available in Chapter 5 and **Appendix C**.

Furthermore, a public entity that employs 50 or more persons is required, for at least three years following the completion of the self-evaluation, to maintain on file and make available for public inspection:

- A list of the interested persons consulted;
- A description of areas examined and any problems identified; and,
- A description of any modifications made.

Process & Findings

Between September 2024 and January 2025, the Village of Oak Brook completed a self-evaluation of its facilities within public right-of-way regarding accessibility. Detailed inventories and findings from this review are provided in **Appendix A**.

As part of the self-evaluation process, the Village of Oak Brook conducted an inventory of pedestrian facilities within its public right-of-way, which consist of the following:

Inventory

- 18.7 miles of sidewalks
- 352 curb ramps
- 164 crosswalks

- 5.2 miles of shared-use paths
- 91 pedestrian control signals
- 8 bus stops
- 5 pieces of street furniture
- 71 pedestrian signs
- 67 driveways

An important component of the self-evaluation process is the identification of obstacles or barriers to accessibility, and the corresponding modifications that will be needed to remedy these items. As part of the self-evaluation, a field survey was conducted further evaluation on facilities within the public right-of-way and reviewed using PROWAG design guidelines and standards.

Below is a list of facilities evaluated during the field survey.

Evaluation

- 514 locations along Sidewalks and Shared-Use Paths
- 352 Curb Ramps
- 164 Crosswalks
- 91 Pedestrian Control Signals

The measurements of key features were recorded and analyzed to determine ADA compliance of sidewalks and shared-use paths, curb ramps, marked crosswalks and pedestrian signals. Below is a brief summary of the findings. a detailed summary is provided in **Appendix A**.

Compliance Scores for Sidewalks and Shared-Use Paths

A score of 0 means the facility is non-compliant. A score of between 1 and 3 is partially compliant. A fully compliant facility has a score of 4.

Table 1. Compliance Scores for Sidewalks and Shared-Use Paths

Score	Total Count and Percent
0	0 or 0%
1	36 or 7%
2	103 or 20%
3	195 or 38%
4	178 or 35%

Compliance Scores Curb Ramps

A score of 0 means the facility is non-compliant. It is also possible that only some pedestrian facility features are addressed at a given time through any given project, depending on the scope of such a project and other design or budgetary constraints. For example, a resurfacing project may replace intersection curb ramps but may not replace sidewalks in between intersections. A fully compliant facility has a score of 14.

Table 2.Compliance Scores Curb Ramps

Score	Total Count and Percent
0	3 or 1%
1	3 or 1%
2	0 or 0%
3	0 or 0%
4	5 or 1%
5	12 or 3%
6	17 or 5%
7	30 or 9%
8	30 or 9%
9	43 or 12%
10	36 or 10%
11	18 or 5%
12	36 or 10%
13	62 or 18%
14	57 or 16%

Compliance Scores for Marked Crosswalks

A score of 0 means the facility is non-compliant. A score of between 1 and 4 is partially compliant. A fully compliant facility has a score of 5.

Table 3. Compliance Scores for Marked Crosswalks

Score	Total Count and Percent
0	0 or 0%
1	1 or 1%
2	1 or 1%
3	42 or 26%
4	9 or 5%
5	110 or 67%

Compliance Scores for Installed Pedestrian Signals

A score of 0 means the facility is non-compliant. A score of between 1 and 3 is partially compliant. A fully compliant facility has a score of 4.

Table 4. Compliance Scores for Installed Pedestrian Signals

Score	Total Count and Percent
0	0 or 0%
1	2 or 2%
2	10 or 11%
3	60 or 66%
4	18 or 20%

4. Recommendations

Since the adoption of the ADA, Oak Brook has endeavored to provide accessible pedestrian facilities as part of the Village's capital improvement projects. As standards have evolved and been published, the Village has updated its procedures to accommodate these methods.

The Department of Public Works regularly reviews the projects included in the Capital Improvement Program to identify opportunities where ADA improvements can be completed.

The Village of Oak Brook maintains the myOak-Brook App, which serves as a centralized location for residents to receive information and submit requests. The Department of Public Works tracks requests related to infrastructure, including accessibility within the public right-of-way, and works to address community members' concerns.

As part of the development of this ADA Transition Plan, current public right-of-way design and maintenance policies were evaluated. Recommended changes to policies and procedures were developed with the aid of the self-evaluation results and are described below.

Policy

ADA Design Standards

The Village has adopted ADA design standards and procedures as listed in **Appendix F**. These standards and procedures will be kept up to date with nationwide and local best management practices.

Capital Improvement Program

Oak Brook will utilize the existing Capital Improvement Program (CIP) to upgrade pedestrian facilities to current ADA standards, where possible. In the future, Oak Brook will incorporate opportunities for ADA improvements identified in this Transition Plan into the process of prioritizing and selecting projects for inclusion in the CIP. Village staff will refer to the self-evaluation results in **Appendix A** and the Priority Areas listed below to help determine which projects will be incorporated into the CIP on a case-by-case basis.

ADA Grievance Procedure

The Village of Oak Brook will also make an ADA Complaint Form available and will utilize the Grievance Tracking Sheet to ensure accessibility improvement requests are addressed in a timely manner. Both the ADA Complaint Form and the Grievance Tracking Sheet are provided in **Appendix G**. The Grievance Procedure is described in detail in Chapter 6 and **Appendix D**. The Village will consider and respond to all accessibility improvement requests and will take steps to address accessibility improvements that are deemed reasonable.

Requests for accessibility improvements can be submitted to the Village ADA Coordinator; their contact information is provided in **Appendix E**.

External Agency Coordination

The Village is primarily responsible for pedestrian facilities that lie within right-of-way under the jurisdiction of the Illinois Department of Transportation and DuPage County Division of Transportation. The Village will refer to the self-evaluation to identify opportunities for elimination of accessibility barriers along other

agency routes to the extent possible and advocate for ADA improvements as part of other agency projects along these routes.

Facilities along private streets within the Village are the responsibility of the property owners and/or associations.

Private Development

Generally, private developments involve changes to the public right-of-way. This includes both commercial and residential developments. Developers are expected to bring any driveways, sidewalks, and other pavements into compliance with the ADA if newly constructed, modified, etc. within the public right-of-way. IDOT has requirements for all sidewalks and ramps to comply with the ADA and PROWAG. The Village will work closely with developers to ensure pedestrian facilities are repaired or replaced in accordance with the Village ADA Design Standards as outlined in **Appendix F**.

Maintenance

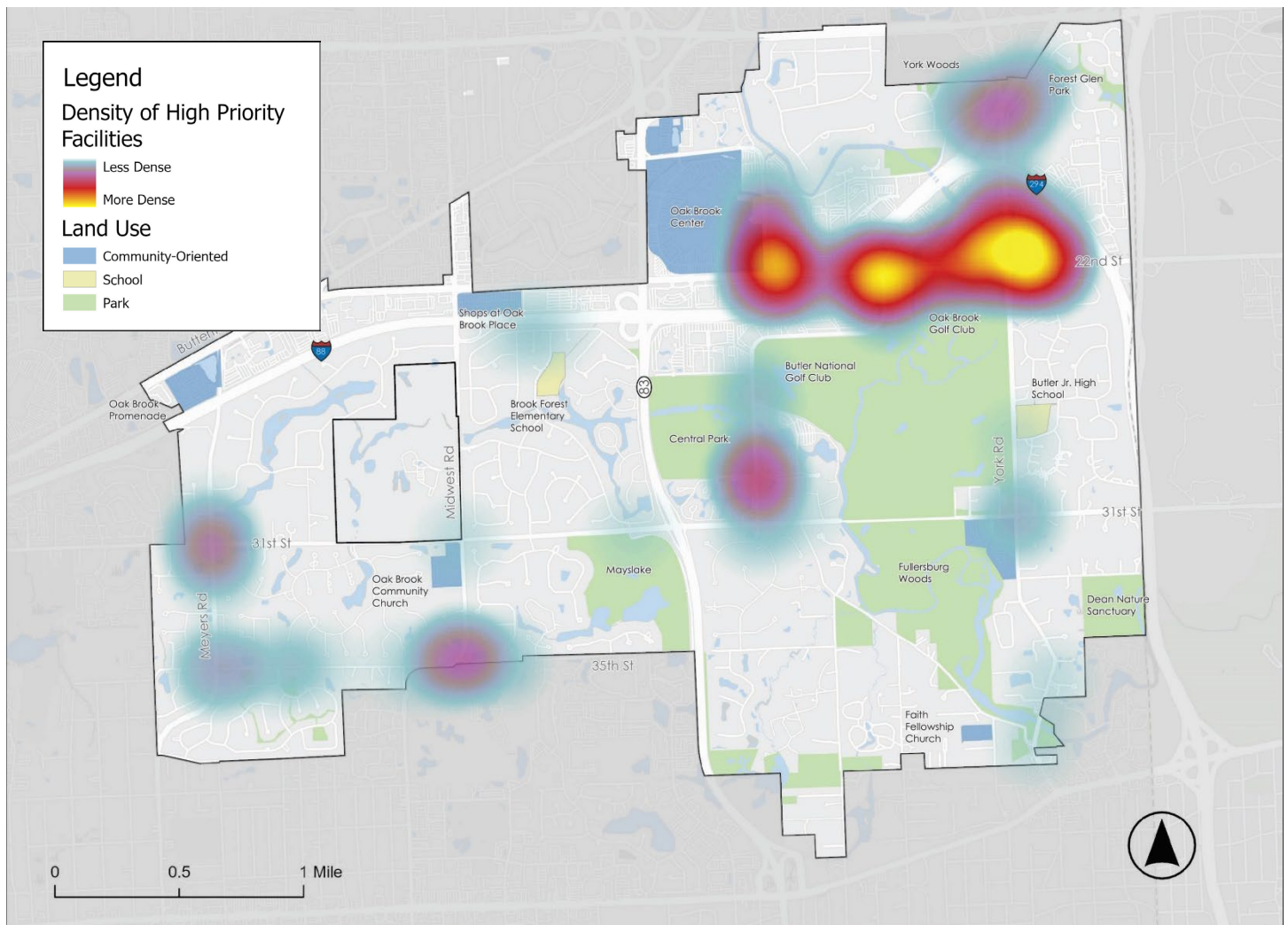
Maintenance of pedestrian facilities within the public right-of-way will continue to follow the policies set forth by the Village, which are outlined in Oak Brook's website: oak-brook.org/264/Public-Works-Services. Examples of typical maintenance items relating to accessibility include leaf pick-up, and tree pruning. Detailed information is provided in **Appendix A**.

Priority Areas

The Village of Oak Brook has identified specific priority areas based on the self-evaluation data. Five factors were included in the initial prioritization scoring: safety, proximity to transit, proximity to a community asset, criticality, and community feedback. All facilities that received a prioritization score of three or greater out of six (“safety” contained two factors, thus providing a total of six rather than five) were deemed “high priority”. More information about this analysis is provided in **Appendix A**. Based on the prioritization criteria, facilities tended to cluster around specific areas of Oak Brook. These clusters include:

- 22nd Street at Spring Road, Jorie Boulevard, York Road, and Windsor Drive
- The Jorie Boulevard and Forest Gate Road intersection
- Meyers Road at 31st Street, and 35th Street
- The Spring Road and Commerce Drive intersection
- Midwest Road near Oak Brook’s southern boundary

Figure 1. Map of Priority Areas for ADA improvements within the public right-of-way in Oak Brook based on self-evaluation data.



Improvement Schedule

The Village of Oak Brook will use the self-evaluation results, and the priority areas listed above as a guide to actively look for opportunities for ADA improvements. Oak Brook has established the following schedule of goals for improving the accessibility of its pedestrian facilities within Village jurisdiction.

- Within 10 years, 80% of all pedestrian facility features (in the public right-of-way) within the priority areas identified are to be ADA compliant.
- Within 20 years, 80% of all pedestrian facility features (in the public right-of-way) within Oak Brook are to be ADA compliant.

It is possible that these goals are revisited and adjusted to reflect any shifting requirements in ADA compliance, budget constraints, and construction feasibility.

The improvement schedule is further complicated by roadway jurisdiction. In accordance with various agency policies and Intergovernmental Agreements that are in place, the Village of Oak Brook is responsible for the maintenance of sidewalks and shared-use paths along IDOT or County roads, therefore ADA improvements along these stretches of sidewalks or shared-use paths may be completed separately from ADA improvements at curb ramps, crosswalks, or pedestrian signals. It is also possible that only some pedestrian facility features are addressed at a given time through any given project, depending on the scope of such a project and other design or budgetary constraints. For example, a resurfacing project may replace intersection curb ramps but may not replace sidewalks in between intersections.

Additionally, some priority areas identified are outside Village jurisdiction. While the Village will actively advocate and collaborate with either IDOT or the County to implement ADA improvements, there is limited control over when these projects are scheduled.

A list of upcoming planned projects that will include ADA improvements is included in **Appendix B**.

5. Public Outreach

Oak Brook recognizes that public participation is an important component in the development of this transition plan. Input from the community has been gathered and used to help define priority areas for improvements within the jurisdiction of Oak Brook.

Public outreach for preparation of this document consisted of the following activities:

- An ADA Stakeholder Committee was convened with representatives of key organizations and other key community stakeholders. The ADA Stakeholder Committee served as the community's voice and helped to shape the Right-of-Way ADA Transition Plan. The Committee met at three key points during the project.
 - The first meeting took place during the self-evaluation process, during which the Committee provided feedback on existing accessibility barriers.
 - The second meeting was held once the self-evaluation process was completed, and the Committee was invited to comment on the self-evaluation results. The Committee also discussed potential strategies to prioritize improvements.
 - The third meeting was held when the draft transition plan was completed. The Committee was provided with a draft of the transition plan, and had the choice to meet with the project team, individually or in small groups, to review the recommendations and provide comments and suggestions.
- A public survey was distributed during the self-evaluation process. The goal of the public survey was to gather information about existing accessibility barriers and opportunities. The public survey results informed how ADA improvements were prioritized. The public survey was available online, in-person, or via telephone. Paper copies were available at key public locations.
- One pop-up meeting was held during a community event. The goal of this pop-up meeting was to spread awareness about the project and to gather feedback.
- The draft Right-of-Way ADA Transition Plan was made available to the public on the project webpage and paper copies were available at Village Hall. The public had an opportunity to review the document and submit a comment during a 30-day comment period. The comment period was promoted electronically by the Village and through posting flyers at public locations. The ADA Stakeholder Committee was also asked to share the draft report with their networks and encourage residents to submit comments.

Appendix C provides a summary of comments received and detailed information regarding the public outreach activities.

6. Public Notice of ADA Requirements and Grievance Procedure

Under the Americans with Disabilities Act, each agency is required to publish its responsibilities regarding ADA compliance. A draft of this public notice is provided in **Appendix D**.

If users of Oak Brook's public right-of-way facilities believe the Village has not provided reasonable accommodation, they have the right to file a grievance. In accordance with [28 CFR Sec. 35.107\(b\)](#), the Village has developed a grievance procedure for the purpose of the prompt and equitable resolution of citizens' complaints or concerns. This grievance procedure is outlined in **Appendix D**.

Within 15 calendar days after receipt of the complaint, the Village ADA Coordinator or their designee will meet with the complainant to discuss the complaint and possible resolutions. Within 15 calendar days of the meeting, the Village ADA Coordinator or their designee will respond in writing, and where appropriate, in a format accessible to the complainant, such as large print, Braille, or audio tape. The response will explain the position of the Village and offer options for substantive resolution of the complaint.

If the response the Village ADA Coordinator or their designee does not satisfactorily resolve the issue, the complainant and/or his/her designee may appeal the decision within 15 calendar days after receipt of the response to the Village Manager or their designee.

Within 15 calendar days after receipt of the appeal, the Village Manager or their designee will meet with the complainant to discuss the complaint and possible resolutions. Within 15 calendar days after the meeting, the Village Manager or their designee will respond in writing, and, where appropriate, in a format accessible to the complainant, with a final resolution of the complaint.

All written complaints received by the Village ADA Coordinator or their designee appeals to the Village Manager or their designee, and responses from these two offices will be retained by the Village for at least three years. The Village will utilize a grievance tracking sheet to maintain a record of the complaint. A copy of the complaint form and tracking sheet is in **Appendix H**.

7. Progress Monitoring and Transition Plan Management

This Transition Plan is considered a living document that will continue to be updated as conditions within Oak Brook evolve. The initial schedule is to formally review the complete document (main body and appendices) once every five years, to identify any need for updates. Updates to the appendices or attachments may be made more frequently, as needed. Any substantive updates to the main body of this document will include a public comment period to continue the Village's public outreach efforts.

Oak Brook recognizes that ADA compliance is an ongoing responsibility which will require monitoring to identify future accessibility issues that may be encountered. For example, facilities that currently meet ADA requirements could fall out of compliance in the future due to factors such as damage, disrepair, or changes within public right-of-way that could create new accessibility obstacles. Therefore, the Village ADA Coordinator will establish an on-going monitoring process to ensure that facilities within the public right-of-way continue to comply with ADA requirements. Village staff will also be encouraged to report any accessibility concerns or deficiencies that are identified.

8. Formal Adoption of ADA Transition Plan

This ADA Transition Plan is hereby adopted by the Village of Oak Brook, effective September 2025.

Signed:

Village ADA Coordinator

Date

Authorizing Official

Date

Appendix A – Self-Evaluation

A public entity that employs 50 or more persons is required, for at least three years following the completion of the self-evaluation, to maintain on file and make available for public inspection:

- A list of the interested persons consulted;
- A description of areas examined and any problems identified; and,
- A description of any modifications made.

Interested Persons Consulted

To better understand ADA barriers and opportunities, an ADA Stakeholder Committee was formed with key organizations and other key community stakeholders. A description of communications with the ADA Stakeholder Committee and a summary of feedback provided by the committee and other members of the public are provided in Chapter 5 and **Appendix C**. The ADA Stakeholder Committee members are listed in **Table 5** below.

Table 5. ADA Stakeholder Committee Members

Organization	Name, Role
Butler School District 53	Christine Grollo, Building and Grounds Coordinator
Downers Grove D58	Kevin Barto, Director of Buildings & Grounds
DuPage Preserve District of Dupage County	Chritina Watson, Chief HR Officer and ADA Accessibility Coordinator
Gateway Special Recreation Association	Ryan Massengill
Hinsdale Central High School	Frank Wright, Site Manager
Northwestern Medicine Oak Brook Outpatient Center	Scott Ziomek, Director of External Affairs
Oak Brook Chamber of Commerce	David Carlin, President
Oak Brook Chamber of Commerce	Bridget Karnick
Oak Brook Park District	Mike Contreras, ADA Coordinator/Superintendent of Recreation
Oak Brook Public Library	Jacob Post, Head Librarian
Oak Brook Sports Core	Art Segura, Director
Pace Suburban Bus	ADA Advisory Committee Liaison
Ray Graham Association	Kim Zoeller, President & CEO
Rush Oak Brook Medical Center	Terry Peterson, Vice President, Corporate and External Affairs Chair, Diversity Leadership Council
The Drake at Oak Brook	Jill Hare
The Sheridan at Oak Brook	Ryan Stephenmitch, Executive Director
York High School	Robert Tulo, Building Manager

Descriptions of areas examined, problems identified, and any modifications made are listed in the following section.

Oak Brook has conducted a detailed accessibility evaluation of pedestrian facilities within the public right-of-way maintained and under Village jurisdiction. The results are listed as follows.

Inventory & Findings

The project team surveyed and collected measurements at all curb ramps, pedestrian control signals, shared-use paths and sidewalks, and crosswalks along a total of 23.96 miles of right-of-way under the Village of Oak Brook's jurisdiction. Facilities were measured along specifications outlined in Public Right-of-Way Accessibility Guidelines (PROWAG). The self-evaluation was conducted by physical examination of each facility. Data was entered into Esri Field Maps to register precise geolocated positions. In addition to the facilities that were individually measured, the team collected an inventory of street furniture, bus stop pads, pedestrian signage, and driveways. The level of compliance varied between features, with crosswalks generally receiving the highest compliance rates and curb ramps receiving the lowest. **Table 6** summarizes the inventory of the features surveyed:

Table 6. Evaluated and Inventoried Facilities

Feature Facility Type	Number of Facilities Measured or Inventoried	Percent Meeting All Accessibility Criteria
Pedestrian Control Signal	91	20%
Crosswalk	163	67%
Shared-Use Path and Sidewalk	512	35%
Curb Ramp	352	16%
Bus Stop Pad	8	N/A
Street Furniture	5	N/A
Pedestrian Sign	71	N/A
Driveway	67	N/A

Curb Ramps

All curb ramps were evaluated along 14 accessibility criteria found in the IDOT ADA / PROWAG Inspection Sheet. Further details of the criteria were taken from the Illinois Department of Transportation's 2016 Accessible Public Right-of-Way Field Guide. The 14 criteria are listed in **Table 7**.

Table 7. Curb Ramp Criteria and Compliance Requirements

Criterion	Compliance Requirements
Presence of Detectable Warning System	A detectable warning surface is built in or applied to pedestrian facilities to warn of hazards.
Placement of Detectable Warning System	Per IDOT Accessible Public Right-of-Way Field Guide
Condition of Detectable Warning System	In Good Condition The detectable warning has truncated domes in a square or radial grid pattern, with a spacing of 0.9-1.4 inches and a height of 0.2 inches.
Color Contrast of Detectable Warning System	Visually contrasting with adjacent street
Flush and Level Transitions	¼" maximum or those between ¼" and ½" beveled at 1:2 slope
Clear Space	Minimum 4' x 4' at the bottom of the ramp within width of pedestrian street crossing and outside parallel vehicle travel lane
Turning Space at top of ramp	4' x 4' if unconstrained 4' x 5' if constrained
Turning Space Slope	Less than or equal to 2%
Width	Minimum of 48"
Cross Slope	Less than or equal to 2.1%
Running Slope	Less than or equal to 8.3%
Width of Adjacent Walkway	Minimum of 48"
Running Slope of Adjacent Walk	Less than or equal to 5%
Curb Ramp Gutter Slope	Less than 5%

Some curb ramps exhibited additional features that are not found on all facilities. These features were measured and evaluated where applicable and are listed in **Table 8**.

Table 8. Curb Ramp Additional Criteria and Compliance Requirements

Criterion	Compliance Requirements
Flare Slope	Less than or equal to 10%
Inside Marked Crosswalk	If there is a marked crosswalk, the curb ramp is contained within it
Built-up Curb Ramp	If there is a built-up curb ramp it is outside of the vehicle path
Compliance of Horizontal Openings	Long dimension of openings is perpendicular to the direction of travel Openings are less than .5"

A total of 352 curb ramps were measured against the previously listed compliance criteria. Detectable warnings were absent in 150 of the curb ramps. When a curb ramp had detectable warnings, they were generally placed properly, in good condition, and had contrasting colors. Compliant turning space slope was the most common non-compliant feature unrelated to detectable warnings. The rate of non-compliance for each of the curb ramp features measured are listed in **Table 9**.

Table 9. Rate of Non-compliance of Curb Ramp Features Measured

Feature	Non-Compliance
Placement of Detectable Warning	55%
Turn Space Slope	48%
Detectable Warning Condition	45%
Detectable Warning Present	43%
Detectable Warning Color Contrast	43%
Cross Slope	34%
Transitions	27%
Gutter Slope	22%
Clear Space	16%
Run Slope of Adjacent Walk	14%
Run Slope	14%
Turn Space	7%
Width of Adjacent Walk	2%
Curb Ramp Width	2%

Curb ramps were assigned a score based on the number of compliant features. A total of 57 (16%) curb ramps were compliant with all features. The mean compliance score was 10.27 and the median compliance score was 10. Compliance scores are listed in **Table 10**.

A score of 0 means the facility is non-compliant. A score of between 1 and 13 is partially compliant. A fully compliant facility has a score of 14.

Table 10. Compliance Scores Curb Ramps

Score	Total Count and Percent
0	3 or 1%
1	3 or 1%
2	0 or 0%
3	0 or 0%
4	5 or 1%
5	12 or 3%
6	17 or 5%
7	30 or 9%
8	30 or 9%
9	43 or 12%
10	36 or 10%
11	18 or 5%
12	36 or 10%
13	62 or 18%
14	57 or 16%

Pedestrian Control Signals

Pedestrian control signals were evaluated along 4 accessibility criteria found in the IDOT ADA / PROWAG Inspection Sheet. Further details of the criteria were taken from the Illinois Department of Transportation's 2016 Accessible Public Right-of-Way Field Guide. A list of criteria are listed in **Table 11**.

Table 11. Pedestrian Control Criteria and Compliance Requirements

Criterion	Compliance Requirements
Push Button Location	Within recommended area per MUTCD guidelines
Accessible Pedestrian Signal (APS) Installed	Presence of APS, which typically includes • Audible Tones • Tactile Signals
Operable Parts	Allow for 2" diameter use with a closed fist
Push Button Necessary Reach	Side Reach • Minimum 15" • Maximum 48" • 10" Maximum Access Distance Unobstructed Forward Reach • Minimum 15" • Maximum 48"

The team evaluated 90 pedestrian control signals of which 18 (20%) were fully compliant. Most pedestrian control signals were within the recommended area, met reach requirements, and had adequately sized push buttons. The most common non-compliant feature was the absence of an accessible pedestrian signal (APS). Rates on non-compliance of pedestrian signals are listed in **Table 12**.

Table 12. Rate of Non-compliance of Pedestrian Signal Features Measured

Feature	Non-Compliance
Accessible Pedestrian Signal	78%
Within Reach for Pedestrians	11%
Within Recommended Area	7%
Diameter of Button	2%

Pedestrian control signals were assigned a score based on the number of compliant features. A total of 18 (20%) pedestrian control signals were compliant with all features. Three pedestrian controls signals were compliant with only one feature. The mean compliance score was 3.02 and the median compliance score was 3. Compliance scores are listed in **Table 13**.

A score of 0 means the facility is non-compliant. A score of between 1 and 3 is partially compliant. A fully compliant facility has a score of 4.

Table 13. Compliance Scores for Installed Pedestrian Signals

Score	Total Count and Percent
0	0 or 0%
1	2 or 2%
2	10 or 11%
3	60 or 66%
4	18 or 20%

Crosswalks

Crosswalks were evaluated along 5 accessibility criteria found in the IDOT ADA / PROWAG Inspection Sheet. Further details of the criteria were taken from the Illinois Department of Transportation's 2016 Accessible Public Right-of-Way Field Guide. A list of criteria are listed in **Table 14**.

Table 14. Crosswalk Criteria and Compliance Requirements

Criterion	Compliance Requirements
Marked Crosswalk	Pavement markings are present across an intersection to indicate a pedestrian crossing
Width of Marked Crosswalk	5' Minimum
Cross Slope	If Yield or Stop Control • Less than or equal to 2% If No Yield or Stop Control • Less than or equal to 5%
Running Slope	Less than or equal to 5%
Smooth, Firm, Stable, and Slip-Resistant Surface	If the surface along the crosswalk markings are smooth, firm, stable and is slip resistant

The team evaluated 163 crosswalks of which 18 (20%) were fully compliant. Absence of marked crosswalks was the most common non-compliant feature. However, at all crosswalks with markings, all of them were of adequate width. Few crosswalks exceeded the cross slope or running slope requirements, and nearly all crosswalks had smooth, stable, and slip-resistant surfaces. Rates on non-compliance of pedestrian signals are listed in **Table 15**.

Table 15. Rate of Non-compliance of Crosswalk Features Measured

Feature	Non-Compliance
Crosswalk Markings	27%
Crosswalk Width	27%
Cross Slope	4%
Running Slope	4%
Smooth, Slip-Resistant Surface	1%

Crosswalks were assigned a score based on the number of compliant features. A total of 110 (67%) crosswalks were compliant with all features. Two crosswalks were compliant with only one feature. The mean compliance score was 4.36 and the median compliance score was 5. Compliance scores are listed in **Table 16**.

A score of 0 means the facility is non-compliant. A score of between 1 and 4 is partially compliant. A fully compliant facility has a score of 5.

Table 16. Compliance Scores for Marked Crosswalks

Score	Total Count and Percent
0	0 or 0%
1	1 or 1%
2	1 or 1%
3	42 or 26%
4	9 or 5%
5	110 or 67%

Shared-use Paths and Sidewalks

Shared-use paths and sidewalks were evaluated and measured at intervals of 250' and at areas of visual non-compliance. They were evaluated against 4 accessibility criteria found in the IDOT ADA / PROWAG Inspection Sheet. Further details of the criteria were taken from the Illinois Department of Transportation's 2016 Accessible Public Right-of-Way Field Guide. A list of criteria are listed in **Table 17**.

Table 17. Sidewalk and Shared-Use Path Compliance Requirements

Criterion	Compliance Requirements
Presence of Sidewalk or Shared-Use Path	If there is a sidewalk or shared-use path present along the segment
Cross Slope	Less than 2%
Running Slope	Less than or equal to 5%
Width	Minimum of 48"
Condition	Free of vertical surface discontinuities greater than ¼"

The team collected a total of 512 evaluation points of which 178 (35%) were fully compliant. A cross slope that exceeded 2.1% was the most common non-compliant feature. Rates on non-compliance of pedestrian signals are listed in **Table 18**.

Table 18. Rate of Non-compliance of Sidewalk and Shared-use Path Features Measured

Feature	Non-Compliance
Cross Slope	50%
Poor Condition	33%
Running Slope	16%
Inadequate Width	8%

Sidewalk and Shared-Use Path measurement points were assigned a score based on the number of compliant features. The mean compliance score was 2.93 and the median compliance score was 3. Compliance scores are listed in **Table 19**.

A score of 0 means the facility is non-compliant. A score of between 1 and 3 is partially compliant. A fully compliant facility has a score of 4.

Table 19. Compliance Scores for Sidewalks and Shared-Use Path

Score	Total Count and Percent
0	0 or 0%
1	36 or 7%
2	103 or 20%
3	195 or 38%
4	178 or 35%

Project Prioritization

Addressing non-compliant facilities is vital to creating safe and accessible pedestrian routes. A prioritization schedule was developed to identify facilities that are most in need of compliance upgrades. The facilities included in this analysis are sidewalks and shared-use paths, curb ramps, crosswalks, and pedestrian signals.

Each facility is scored based on 5 criteria. The maximum possible score for each facility is 6, as the “safety” criteria contained two sub-criteria. The higher the score, the higher priority ADA improvements are at this facility. The 5 criteria are described below.

Each facility was evaluated on safety and received 1 point if a vehicle crash occurred within 50 feet of the facility location, 1 point if a pedestrian-involved crash occurred within 100 feet of the survey location, or 2 points if the facility met both criteria.

Each facility was evaluated by its proximity to community resources. A facility received 1 point if it was within 0.25 miles of a school, library, park, or hospital.

Each facility was evaluated by its proximity to a transit facility. A facility received 1 point if it was within 0.25 miles of a Pace bus stop.

Each facility received 1 point if the location was identified by community members during the public outreach efforts. A summary of public comments received is provided in **Appendix C**.

Each facility was evaluated by its criticality, which is defined for the purpose of this analysis as a facility that does not have a compliance feature which is considered crucial for mobility. These critical features are different for each of the facility types as listed below. If any of these critical features were not present, the facility received 1 point.

For curb ramps, these include

- Presence of detectable warnings
- Minimum turning space
- Minimum width of 48 inches
- Cross slope less than 2.1%
- Running slope less than 8.3%
- Width of adjacent walk at least 48 inches
- Cross slope of adjacent walk less than 2.1%
- Presence of receiving pad across the street
- Cross Slope >3%
- Width less than 36"

For pedestrian signals, these include

- Operable parts allow for 2" dia. use with closed fist
- Push buttons allow for necessary reach

For shared-use paths and sidewalks, these include

- Maximum cross slope less than 2.1%
- Minimum width of 4 feet

Based on the prioritization criteria, high priority facilities tended to cluster around specific areas of Oak Brook. These clusters include:

- 22nd Street at Spring Road, Jorie Boulevard, York Road, and Windsor Drive
- The Jorie Boulevard and Forest Gate Road intersection
- Meyers Road at 31st Street, and 35th Street
- The Spring Road and Commerce Drive intersection
- Midwest Road near Oak Brook's southern boundary

Maintenance Activities

The Village maintains over 55 miles of streets and 24 miles of sidewalks and shared-use paths. Maintenance activities include but are not limited to snow removal and ice control of roadways, pavement markings, signage, traffic signals, streetlights, and right-of-way brush removal. The Village does not remove snow and ice from Village sidewalks or paths.

Snow & Ice Control

It is the Village's commitment to maintain Village-owned streets and public parking areas in a safe and passable condition especially in the winter months, this includes crosswalks but does not include curb ramps.

Street crews apply highway deicer salt to roadway pavement surfaces until snow accumulation reaches 1 1/2 inches or more. At that time, salting operations are suspended and plowing operations begin. During snow plowing operations, snow is pushed to the side of the street and is continuously repeated until the storm subsides. Once the storm has passed and all streets have been plowed of snow, a final drive-through pass of the village is done and another application of salt is applied to rid the pavement of any unplowed snowpack. Under normal conditions, it is the goal of the department to have all streets plowed

and salted within 10 hours after the storm has stopped. With larger snowfall totals, completion times are extended.

Safety and traffic flow dictates that main streets be plowed first, followed by secondary streets and finally cul-de-sacs and dead-ends.

It is important to note that not all streets within the corporate limits of Oak Brook are the responsibility of the Village to plow. For instance, Route 83 and 22nd Street are plowed by the [Illinois Department of Transportation \(IDOT\)](#), while 31st Street, Meyers Road, Midwest Road and the vast majority of York Road is plowed by DuPage County.

For a map depicting the areas of responsibility, please see the [Snow Plow Map \(PDF\)](#).

Concerns regarding these streets should be addressed to each agency; their telephone numbers can be found at [Public Works](#).

Leaf Pick-up

The Village provides for an annual leaf collection program wherein residents can deposit their leaves on the parkway adjacent to the street for the Village to collect and haul away see [Leaf Pick Up Map \(PDF\)](#).

Tree Pruning

Parkway tree pruning is conducted on a regularly scheduled basis to maintain the Village's inventory of over 9,000 trees in a safe and healthy condition. In order to reduce the severity of pruning, we have established a four-year cycle wherein all parkway trees are professionally pruned every four years. The pruning program is contracted out to professional companies whose crews are required to have certified arborist as supervisors.

It is important to note that in most instances, parkway trees are required to be trimmed higher than private or yard trees to avoid limb damage from passing trucks and vehicles.

Pedestrian / Bicycle Safety Pathway

The Village's [pedestrian and bicycle safety pathway system \(PDF\)](#) is comprised of approximately 15 miles of stone and asphalt pathways that interconnect many areas of the village. Depending on the section, maintenance of the system is the responsibility of either the Village or the Oak Brook Park District. Inspections of the Village's portion are conducted annually to ensure that the system is properly maintained.

Appendix B – Schedule and Budget Information

Overview

The Village of Oak Brook will use the self-evaluation results, and the priority areas listed above as a guide to actively look for opportunities for ADA improvements. Oak Brook has established the following schedule of goals for improving the accessibility of its pedestrian facilities within Village jurisdiction.

- Within 10 years, 80% of all pedestrian facility features (in the public right-of-way) within the priority areas identified are to be ADA compliant.
- Within 20 years, 80% of all pedestrian facility features (in the public right-of-way) within Oak Brook are to be ADA compliant.

It is possible that these goals are revisited and adjusted to reflect any shifting requirements in ADA compliance, budget constraints, and construction feasibility.

Discussion & Improvement Project Information

The Village of Oak Brook maintains sidewalks and shared-use paths along IDOT or County roads, therefore ADA improvements along these stretches of sidewalks or shared-use paths may be completed separately from ADA improvements at curb ramps, crosswalks, or pedestrian signals. It is also possible that only some of these features are addressed at a given time through one project depending on the type of project and other design or budgetary constraints.

Additionally, some priority areas identified are outside Village jurisdiction. While the Village will actively advocate and collaborate with either IDOT or the county to implement ADA improvements, there is limited control over when these projects are scheduled.

The Capital Improvement Program (CIP) varies year-to-year based on budgetary constraints and project timelines, and it is difficult to project how many miles of roadway will be repaired or replaced over the next 10 or 20 years. CIP projects provide the most opportunities for ADA improvements at curb ramps, crosswalks, and pedestrian signals. However, Oak Brook does not have sidewalks or shared-use paths along every roadway, and therefore it is difficult to estimate how many CIP projects will include an opportunity to implement ADA improvements at these facilities. In 2024, 3.63 miles of roadway repair or replacement were proposed. A total of 0.4 miles of sidewalks or shared-use paths are adjacent to the proposed projects. In the future, the Village will utilize the self-evaluation to identify improvements that can be completed as possible. The Village will monitor the progress and update this document every five years.

Appendix C – Public Outreach

Oak Brook recognizes that public participation is an important component in the development of this transition plan. Input from the community has been gathered and used to help define priority areas for improvements within the jurisdiction of Oak Brook.

Public outreach for preparation of this document consisted of the following activities:

- Three ADA Stakeholder Committees
- One Public Survey
- One Pop-Up Meeting
- A 30-day comment period after the draft Right-of-Way ADA Transition Plan was made available to the public

ADA Stakeholder Committee

The ADA Stakeholder Meetings were held virtually. Members were invited via email 4 weeks in advance of the meeting and received an email reminder a week before the meeting. The project team also called members to confirm receipt of the meeting invitations. A total of two meetings were held. The project team invited the ADA Stakeholder Committee to attend a third meeting to discuss the draft plan, however, no stakeholders opted to attend. Meeting minutes are included at the end of this appendix.

Public Survey

A public survey was distributed during the self-evaluation process. The public survey consisted of a questionnaire and an interactive online map. The goal of the public survey was to gather information about existing accessibility barriers and opportunities. The public survey results informed how ADA improvements are prioritized. The public survey was available online, in-person, or via telephone. Paper copies were available at key community destinations.

The survey received 20 responses.

47% of respondents reported not having a disability, but are concerned about access to sidewalks, crosswalks, and pathways. 33% of respondents identified as an individual with a disability. 15% of respondents reported being a family member, friend, or caregiver to a person with a disability. 5% preferred not to answer.

Most respondents (57%) were full-time residents of Oak Brook. 33% were visitors to Oak Brook. 10% of respondents were residents of a nearby community and 5% reported working in Oak Brook.

When asked how often they experience difficulty walking or rolling to the places they needed to go, respondents were split: 33% Never, 33% Sometimes, and 33% Often.

83% of respondents indicated sidewalks and shared-use paths should be prioritized for improvements. 75% of respondents selected curb ramps, 58% selected crosswalks, and 33% selected bus stops. All remaining elements (pedestrian signals, pedestrian and/or wayfinding signage, street furniture) were selected by 25% of respondents.

Public survey respondents also signaled out need for pedestrian improvements along 22nd Street, including sidewalk, landing, crosswalks and signage, pedestrian improvements along 35th Street, continue sidewalk on 16th Street by Oak Brook Center, improve sidewalk near Oak Brook Center

Sidewalk, and curb ramp improvements at 1900 Spring Road.

Other suggestions were to improve access to transit along 22nd Street, clean walking paths, and pave gravel portions of shared-use paths

Pop-Up Meeting

The pop-up meeting was held during the 2025 LETR Polar Plunge for Special Olympics held at the Oak Brook Bath and Tennis Club (800 Oak Brook Rd) on March 22, 2025 from 10am to 1pm. The goal of this pop-up meeting is to spread awareness about the project and to gather feedback on current accessibility barriers and feedback on the project prioritization

A table map of Oak Brook was available and pop-up meeting attendees were asked to identify pedestrian facilities they like and locations where there are accessibility barriers.

One attendee noted that they often use and like the pedestrian paths along Jorie Boulevard connecting to Centennial Park. There were several identified accessibility barriers including the pedestrian bridge at Mayslake Forest and need to install a pedestrian path on 16th Street to access Oak Brook Center.

Five factors were included in the initial prioritization scoring: safety, proximity to transit, proximity to a community asset, criticality, and community feedback. Pop-up meeting attendees were given two votes and asked to choose the criteria they think are the most important. Safety received 5 votes, Proximity to Community Resource received 6 votes, Criticality received 2 votes, Proximity to Transit received 2 votes, and Community Feedback received 2 votes.

30-Day Comment Period

A draft of the ADA Transition Plan was publicly available for public comment on May 20, 2025. The public comment period was 30 days and ended on June 20, 2025. The draft document was uploaded to the village website at www.oak-brook.org/942/Public-Right-of-Way-ADA-Transition-Plan, paper copies were available at Village Hall.

The project team distributed comment period flyers at key community locations, including the Public Library, Village Hall, and at the Oak Brook Park Recreation Center. The comment period was also promoted online through the Village's weekly newsletter and social media accounts. Additionally, the project team emailed the ADA Stakeholder Committee to notify of them of the comment period, asking for their comments and that they share the feedback opportunity with their networks.

Residents could email written comments to the project team at OakBrookADA@Civiltechinc.com, or mail written comments to the Oak Brook Public Works Department at 1200 Oak Brook Road, Oak Brook, IL 60523.

No questions or comments were submitted during the public comments period.

MEETING MINUTES

Oak Brook PROW Self-Evaluation and ADA Transition Plan Stakeholder Committee Meeting 1

Location: Microsoft Teams

Date: Wednesday, December 18, 2024

Time: 1 PM

Attending:

NAME / AFFILIATION
Greg Summers, Village of Oak Brook
Timothy O'Malley, Village of Oak Brook
John Temes, Village of Oak Brook
Mark LaChappell, Village of Oak Brook
Rebecca Von Drasek, Village of Oak Brook
Art Segura, Oak Brook Sports Core
Jacob Post, Oak Brook Public Library
Melissa Ribikawskis, DuPage County
Matt Pasquini, DuPage Mayors and Managers Conference
Ryan Massengill, Gateway Special Recreation Association
Caren Musembi, Ray Graham Association
Amruta Mate, Illinois Department of Transportation
Mike Contreras, Oak Brook Park District
Jake Stachowiak, Oak Brook Park District
Mary-Beth Clark, Pace Suburban Bus

Adam Eichenberger, Pace Suburban Bus

Chris Rose, Pace Suburban Bus

John Carlisle, Pace Suburban Bus

Kristin Kalitowski, Civiltech Engineering

Lissa Sweeney, Civiltech Engineering

Edith Portales, Civiltech Engineering

Max Hackmann, Civiltech Engineering

Introductions

- The Civiltech project team, Village of Oak Brook staff, and Stakeholder Committee members introduced themselves and their relation to the project

Project Overview

- The stakeholder committee's role is to serve as community experts and provide key insights into accessibility and mobility issues within the Village.
- The project team reviewed requirements of an ADA Transition Plan, as dictated in the Americans with Disabilities Act. This plan is also part of a larger Village initiative to improve mobility for all users and enhance non-motorized transport.
- This ADA Transition Plan will identify locations along sidewalks, shared-use paths, and at intersections that limit accessibility; create a roadmap to prioritize projects that improve accessibility; incorporate public feedback; and provide a path for the Village to receive accessibility feedback in the future.

Self-Evaluation Preliminary Results

- The project team completed the self-evaluation in October 2024. The survey team evaluated public infrastructure (sidewalks, shared-use paths, and intersections) using Public Right-of-Way Accessibility Guidelines (PROWAG) to determine ADA compliance.
- The project team is currently completing a detailed analysis of the self-evaluation but shared initial takeaways.
 - 352 curb ramps, and 23.8 miles of sidewalk and shared-use paths were evaluated.
 - ADA compliance issues were not concentrated in one location, nor is there one specific type of non-compliance that is most prevalent. These are spread throughout the Village.
 - Within Oak Brook, approximately 11% of curb ramps, 20% of intersections, and 34% of sidewalk and shared-use paths are fully compliant based on the evaluation criteria. Low levels of compliance are common, as full compliance is extremely difficult to achieve given the detailed requirements.

- Non-compliant features have the potential to disrupt connectivity for those with disabilities, particularly along routes with few crossings of busy road. One notable example is IL-83.
 - There are areas of the Village with ADA compliant features, such as the intersection of 31st Street and Midwest Road and the area near Brook Forest Elementary School.
- Next steps of the self-evaluation include completing the analysis, combining self-evaluation analysis results with community input, and identifying priority areas for future improvements.

Discussion

- The following questions were posed to the Stakeholder Committee:
 - Do the Self-Evaluation Preliminary Results align with your experience getting around Oak Brook?
 - What are the top accessibility challenges you experience?
 - What are key community destinations?
 - Are any of these destinations hard to access?
 - Is there anyone else we should reach out to?
- Pace Suburban Bus representatives suggested that improved paths of travel to bus stops and ADA compliance at stops would help ensure transit is accessible to everyone.
- The project team shared an interactive Wikimap showing the Village's sidewalk and shared-use path network. The public can use this tool to identify specific accessibility barriers in the Village.
- The Oak Brook Park District acknowledges some accessibility challenges and keeps ADA compliance standards in mind when replacing paths.
- Pace Suburban Bus shared information on the upcoming Pulse Cermak line, the arterial bus rapid transit service. Pace highlighted that new Pulse stops will be constructed with inherent ADA features which will ensure greater accessibility. These include near-level boarding and pylons with buttons that provide audio arrival information:
 - [ReVision: Pace Unveils Future Service Concepts and Invites Public Feedback](#)
 - [Pulse Cermak Line](#)

MEETING MINUTES

Oak Brook PROW Self-Evaluation and ADA Transition Plan Stakeholder Committee Meeting 2

Location: Microsoft Teams

Date: Thursday, March 13, 2025

Time: 1 PM

Attending:

NAME / AFFILIATION
Greg Summers, Village of Oak Brook
Timothy O'Malley, Village of Oak Brook
John Temes, Village of Oak Brook
Mark LaChappell, Village of Oak Brook
Rebecca Von Drasek, Village of Oak Brook
Joe Mitchell, Village of Oak Brook
Art Segura, Oak Brook Sports Core
Jacob Post, Oak Brook Public Library
Kim Zoeller, Ray Graham Association
Amruta Mate, Illinois Department of Transportation
Carlos Feliciano, Illinois Department of Transportation
Mike Contreras, Oak Brook Park District
Kristin Kalitowski, Civiltech Engineering
Lissa Sweeney, Civiltech Engineering
Edith Portales, Civiltech Engineering

Max Hackmann, Civiltech Engineering

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- The Civiltech project team, Village of Oak Brook staff, and Stakeholder Committee members introduced themselves and their relation to the project

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- The stakeholder committee's role is to serve as community experts and provide key insights into accessibility and mobility issues within the Village.
- The project team reviewed requirements of an ADA Transition Plan, as dictated in the Americans with Disabilities Act. This plan is also part of a larger Village initiative to improve mobility for all users and enhance non-motorized transport.
- This ADA Transition Plan will identify locations along sidewalks, shared-use paths, and at intersections that limit accessibility; create a roadmap to prioritize projects that improve accessibility; incorporate public feedback; and provide a path for the Village to receive accessibility feedback in the future.

Self-Evaluation Analysis Results

- The project team completed the self-evaluation in October 2024. The survey team evaluated public infrastructure (sidewalks, shared-use paths, and intersections) using Public Right-of-Way Accessibility Guidelines (PROWAG) to determine ADA compliance.
- The project team shared detailed results of the self-evaluation with the stakeholder committee.
 - 352 curb ramps, 30 intersections, and 23.8 miles of sidewalk and shared-use paths were evaluated.
 - Facilities were scored based on the total number of compliant features applicable to each facility type.
 - Sidewalks and shared-use path measurements were scored on a range of zero to four, with a score of 0 meaning a facility is non-compliant and a score of 4 indicating a facility is fully-compliant. A cross slope exceeding 2.1% was the most common non-compliant feature of a sidewalk or shared-use path. The lowest-scoring measurements were found at the western end of 31st Street, 22nd Street between Jorie Boulevard and Interstate 88, and along York Road near Butler Junior High School.
 - Of the 512 sidewalk and shared-use path measurements evaluated:
 - 178 (35%) received a score of 4
 - 195 (38%) received a score of 3
 - 103 (20%) received a score of 2
 - 36 (7%) received a score of 1
 - 0 (0%) received a score of 0

- Curb ramps were scored on a range from zero to fourteen, with a score of zero meaning a facility is non-compliant and a score of fourteen indicating a facility is fully-compliant. The absence of a detectable warning system was the most common non-compliant feature of curb ramps. The lowest-scoring curb ramps were found at the intersection of Spring Road and 22nd Street.
 - Of the 352 curb ramps evaluated:
 - 57 (16%) received a score of 14
 - 62 (18%) received a score of 13
 - 36 (10%) received a score of 12
 - 18 (5%) received a score of 11
 - 36 (10%) received a score of 10
 - 43 (12%) received a score of 9
 - 30 (9%) received a score of 8
 - 30 (9%) received a score of 7
 - 17 (5%) received a score of 6
 - 12 (3%) received a score of 5
 - 5 (1%) received a score of 4
 - 0 (0%) received a score of 3
 - 0 (0%) received a score of 2
 - 3 (1%) received a score of 1
 - 3 (1%) received a score of 0
 - 0 (0%) received a score of 0
- Crosswalks were scored on a range from zero to five, with a score of zero meaning a facility is non-compliant and a score of five indicating a facility is fully-compliant. The absence of a crosswalk markings was the most common non-compliant feature of crosswalks. The lowest-scoring crosswalk was found along Meyers Road between 31st Street and 35th Street.
 - Of the 163 crosswalks evaluated:
 - 110 (67%) received a score of 5
 - 9 (5%) received a score of 4
 - 42 (26%) received a score of 3
 - 1 (1%) received a score of 2
 - 1 (1%) received a score of 1
 - 0 (0%) received a score of 0
- Pedestrian Signals were scored on a range from zero to four, with a score of zero meaning a facility is non-compliant and a score of four indicating a facility is fully-compliant. The absence of an accessible pedestrian signal was the most common non-compliant feature of pedestrian signals. The lowest-scoring pedestrian signals were found at the intersections of Midwest Road and 22nd Street and Midwest Road and Baybrook Lane.
 - Of the 90 pedestrian signals evaluated:
 - 18 (20%) received a score of 4
 - 60 (66%) received a score of 3
 - 10 (11%) received a score of 2

- 2 (2%) received a score of 1
- 0 (0%) received a score of 0

Public Survey Analysis Results

- The project team shared the results of the public survey with the stakeholder committee.
- The survey received 20 responses.
 - 47% of respondents reported not having a disability, but are concerned about access to sidewalks, crosswalks, and pathways. 33% of respondents identified as an individual with a disability. 15% of respondents reported being a family member, friend, or caregiver to a person with a disability. 5% preferred not to answer.
 - Most respondents (57%) were full-time residents of Oak Brook. 33% were visitors to Oak Brook. 10% of respondents were residents of a nearby community and 5% reported working in Oak Brook.
 - When asked how often they experience difficulty walking or rolling to the places they needed to go, respondents were evenly split: 33% Never, 33% Sometimes, and 33% Often.
 - 83% of respondents indicated sidewalks and shared-use paths should be prioritized for improvements. 75% of respondents selected curb ramps, 58% selected crosswalks, and 33% selected bus stops. All remaining elements (pedestrian signals, pedestrian and/or wayfinding signage, street furniture) were selected by 25% of respondents.
- Respondents to the survey identified areas of the community that pose challenges to them. These include pedestrian facilities along 22nd Street and 35th Street, as well as the areas near Oak Brook Center, and 1900 Spring Road.

Project Prioritization

- The project team shared its approach for developing a project prioritization with the goal of creating a methodology that accurately reflects ADA mobility needs in Oak Brook.
- Facilities have been evaluated for prioritization based on 5 criteria.
 - Safety
 - Vehicle crash occurring within 50 feet of the survey location
 - Pedestrian-involved crash within 100 feet of the survey location
 - Proximity to Community Resources
 - Survey location is within ¼ mile of civic buildings, schools, parks, or medical facilities
 - Proximity to Transit
 - Survey location is within ¼ mile of a transit facility
 - Community Feedback
 - Survey location was mentioned through public feedback
 - Criticality
 - Survey location is determined critical by engineering ADA standards
- Projects will be further evaluated on cost and proximity to near-term, mid-term, and long-term projects outlined in the Capital Improvement Plan.

- This prioritization methodology is intended to provide a framework for the Village to consider project implementation.
- The project team shared a map of initial priority areas, which are areas of the community where facilities received the highest prioritization shares. The areas with the highest density of high-prioritization scores are located along 22nd Street, Jorie Boulevard near 31st Street, and on 35th Street.

Discussion

- The following polling questions were posed to the Stakeholder Committee:
 - Do the Self-Evaluation Preliminary Results align with your experience getting around Oak Brook?
 - Which criterion do you think is the most important?
 - Are there other criteria that should be considered?
- Safety was identified as the most important criterion for prioritization.
- Oak Brook staff asked those who did not select safety as the most important criterion to elaborate on the reasoning for their choices. A member of the project team indicated they selected criticality due to the importance of engineering standards in compliance. One respondent selected proximity to community resources due to the implications of non-compliant facilities on accessibility.
- An IDOT representative noted the importance of improving facilities to meet engineering requirements for ADA compliance.
- A member of Oak Brook staff noted that many of the elements along 22nd Street will be addressed in the upcoming IDOT Smart Corridors project.
- While the Smart Corridors project will address curb ramps and pedestrian signals at intersections, improvements to sidewalks and shared-use paths within the Village right-of-way will be the responsibility of the municipality.

Appendix D – Public Notice of ADA Requirements and Grievance Procedure

As required by the Americans with Disabilities Act, the Village has posted the following notice outlining its responsibilities with regard to ADA compliance.

Public Notice

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990, the Village of Oak Brook will not discriminate against qualified individuals on the basis of disability in the Village's services, programs or activities.

Employment: The Village does not discriminate on the basis of disability in its hiring or employment practices and complies with all regulations promulgated by the U.S. Equal Employment Opportunity Commission under Title I of the Americans with Disabilities Act (ADA).

Effective Communication: The Village will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate equally in the Village's programs, services and activities, including qualified sign language interpreters, documents in Braille, and other ways of making information and communications accessible to people who have speech, hearing or vision impairments.

Modifications to Policies and Procedures: The Village will make all reasonable modifications to policies and procedures to ensure that people with disabilities have an equal opportunity to enjoy all Village programs, services and activities. For example, individuals with service animals are welcomed in Village offices, even where pets are generally prohibited.

Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a Village program, service or activity, should contact the office of the Village ADA Coordinator as soon as possible but no later than 48 hours before the scheduled event: Joseph Mitchell, Village ADA Coordinator, at 630-368-5022 or jmitchell@oak-brook.org.

The ADA does not require the Village to take any action that would fundamentally alter the nature of its programs or services or impose an undue financial or administrative burden.

The Village will not place a surcharge on a particular individual with a disability or any group of individuals with disabilities to cover the cost of providing auxiliary aids/services or reasonable modifications of policy, such as retrieving items from locations that are open to the public but are not accessible to persons who use wheelchairs.

Grievance Procedure under the American with Disabilities Act

Village of Oak Brook Grievance Procedure under the Americans with Disabilities Act

This Grievance Procedure is established to meet the requirements of the Americans with Disabilities Act of 1990 ("ADA"). It may be used by anyone who wishes to file a complaint alleging discrimination on the

basis of disability in the provision of services, activities, programs, or benefits by the **Village of Oak Brook**. The Village's Personnel Policy governs employment-related complaints of disability discrimination.

The complaint should be in writing and contain information about the alleged discrimination such as name, address, phone number of complainant and location, date, and description of the problem. The Village provides a public right-of-way accessibility complaint form for residents to fill out. This complaint form is available through the Village's website and paper copies can be found at Village Hall. A copy of the complaint can be found in **Appendix H**. Additionally, individuals can submit a grievance using the MyOak-Brook application. Individuals can submit a grievance request by opening the app, selecting the "Report a Concern" and choosing the category "Right of Way Accessibility Issue", listed under "General".

The MyOak-Brook application can be downloaded from the following website: <https://www.oak-brook.org/811/My-Oak-Brook-App>

Alternative means of filing complaints, such as personal interviews or a tape recording of the complaint, will be made available for persons with disabilities upon request. The complaint should be submitted by the grievant and/or his/her designee as soon as possible but no later than 60 calendar days after the alleged violation to:

Joseph Mitchell
Village ADA Coordinator
jmitchell@oak-brook.org
630-368-5022

Within 15 calendar days after receipt of the complaint, the Village ADA Coordinator or their designee will meet with the complainant to discuss the complaint and possible resolutions. Within 15 calendar days of the meeting, the Village ADA Coordinator or their designee will respond in writing, and where appropriate, in a format accessible to the complainant, such as large print, Braille, or audio tape. The response will explain the position of the Village and offer options for substantive resolution of the complaint.

If the response the Village ADA Coordinator or their designee does not satisfactorily resolve the issue, the complainant and/or his/her designee may appeal the decision within 15 calendar days after receipt of the response to the Village Manager or their designee.

Within 15 calendar days after receipt of the appeal, the Village Manager or their designee will meet with the complainant to discuss the complaint and possible resolutions. Within 15 calendar days after the meeting, the Village Manager or their designee will respond in writing, and, where appropriate, in a format accessible to the complainant, with a final resolution of the complaint.

All written complaints received by the Village ADA Coordinator or their designee appeals to the Village Manager or their designee, and responses from these two offices will be retained by the Village for at least three years. The Village will utilize a grievance tracking sheet to maintain a record of the complaint. A copy of the complaint form and tracking sheet is in **Appendix H**.

Appendix E – Contact Information

Village ADA Coordinator

Joseph Mitchell
Oak Brook Village Hall
1200 Oak Brook Rd, Oak Brook, IL 60523
630-368-5022
jmitchell@oak-brook.org

Appendix F – Village of Oak Brook ADA Design Standards and Improvement/Compliance Procedures

ADA Design Standards and Resources

The Department of Justice's revised regulations for Titles II and III of the Americans with Disabilities Act of 1990 (ADA) were published in the Federal Register on September 15, 2010. These regulations adopted revised, enforceable accessibility standards called the 2010 ADA Standards for Accessible Design, "2010 Standards." On March 15, 2012, compliance with the 2010 Standards was required for new construction and alterations under Titles II and III.

The Village will also follow the Proposed Guidelines for Pedestrian Facilities in Public Right of Way (PROWAG), the Illinois Accessibility Code (IAC), Illinois Department of Transportation Bureau of Design and Environment Manual (BDE), and Illinois Department of Transportation Bureau of Local Roads and Streets Manual (BLRS) as a best practice for accessibility within the public right-of-way.

The Federal Highway Administration and the Illinois Department of Transportation also have public right-of-way accessibility design specifications and details. The "Standard Specifications for Road and Bridge Construction in Illinois", current edition, applicable IDOT standard construction details, applicable Village of Oak Brook standards/details and the current ADA and PROWAG guidelines will apply to and govern all compliance evaluations of existing facilities and proposed improvements for accessibility compliance.

In most cases, the Village will be following the IDOT design standards as those are developed, monitored and routinely revised based on the ADA guidelines. As the federal guidance and other standards are updated, the Village adopts these latest regulations as the minimum standards for use on the public ways. the Village will continue to make efforts to identify areas for improvements and adjust the improvement schedule as time and budget constraints allow.

There may be limitations which make it technically infeasible for a public improvement to achieve full accessibility within the scope of any project. As these locations are encountered and improved to the extent feasible within the project scope, reasons for the inability to achieve full compliance must be thoroughly documented. As future projects or opportunities arise, those public improvements shall continue to be incorporated into future work. Regardless of whether full compliance can be achieved or not, each public improvement shall be made as compliant as possible in accordance with the judgment of Village staff. Additional agencies will review based on location jurisdiction and funding.

Intersection Corners

Curb ramps or blended transitions will be constructed or upgraded to achieve compliance within all capital improvement projects to the maximum extent practicable. There may be limitations which make it technically infeasible for an intersection corner to achieve full accessibility within the scope of any project. Those limitations will be noted and those intersection corners will remain on the transition plan. As future projects or opportunities arise, those intersection corners shall continue to be incorporated into future work. Regardless of whether full compliance can be achieved or not, each intersection corner shall be made compliant to the maximum extent practicable in accordance with the judgment of Village staff, IDOT, FHWA, and documented on IDOT Bureau of Design BDE 3101 form. Additional agencies will review based on location jurisdiction and funding

Sidewalks / Shared Use Path

Sidewalks and shared use paths will be constructed or upgraded to achieve compliance within all capital improvement projects to the maximum extent practicable. This includes accessibility around any street furniture placed near a sidewalk or shared-use path and within the public right-of-way. Depending on the section, maintenance of the system is the responsibility of either the Village or the Oak Brook Park District. Inspections of the Village's portion are conducted annually to ensure that the system is properly maintained. There may be limitations which make it technically infeasible for segments of sidewalks or trails to achieve full accessibility within the scope of any project. Those limitations will be noted and those segments will remain on the transition plan. As future projects or opportunities arise, those segments shall continue to be incorporated into future work. Regardless of whether full compliance can be achieved or not, every sidewalk or trail shall be made compliant to the maximum extent practicable in accordance with the judgment of Village staff.

Traffic Control Signals

Traffic control signals will be constructed or upgraded to achieve compliance within all capital improvement projects to the maximum extent practicable. There may be limitations which make it technically infeasible for individual traffic control signal locations to achieve full accessibility within the scope of any project. Those limitations will be noted and those locations will remain on the transition plan. As future projects or opportunities arise, those locations shall continue to be incorporated into future work. Regardless of whether full compliance can be achieved or not, each traffic signal control location shall be made compliant to the maximum extent practicable in accordance with the judgment of Village staff. Additional agencies will review based on location jurisdiction and funding. Illinois Department of Transportation (IDOT) and DuPage County Division of Transportation (DuDOT) will maintain and be responsible for the traffic control signals over which they have jurisdiction throughout the Village.

Bus Stops

The Village will work with Pace Suburban Bus to have bus stops constructed or upgraded to achieve ADA compliance within all capital improvement projects. There may be limitations which make it technically infeasible for individual bus stop locations to achieve full accessibility within the scope of a project. If so, those limitations will be noted and those locations will remain on the transition plan. As future projects or opportunities arise, those locations shall continue to be incorporated into future work. Regardless of whether full compliance can be achieved in all cases, each bus stop location shall be made as compliant as possible in accordance with the judgment of Village staff.

Other policies, practices and programs not identified in this document will follow the applicable ADA standards. References include:

[Federal Highway Administration \(FHWA\) - Civil Rights - ADA/Section 504](#)

[Americans with Disabilities Act Accessibility Guidelines \(ADAAG\)](#)

[Public Rights-of-Way \(PROWAG\) Notice of Proposed Rule Making, July 26, 2011](#)

[Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way \(PROWAG\)](#)

[2010 ADA Standards for Accessible Design](#)

[ADA Checklist for Existing Facilities](#)

[ADA Best Practices Tool Kit for State and Local Governments](#)

[ADA Update: A Primer for State and Local Governments](#)

[Americans with Disabilities Act of 1990, as Amended \(2008\)](#)

[Title 28 CFR Part 35](#) – *Nondiscrimination on the Basis of Disability in State and Local Government Services*

Appendix G – Grievance Tracking Sheet and Complaint Form

For Internal Use



Complaint #:
Complainant Name:

Village of Oak Brook - ADA Grievance Tracking Sheet

Step in the Grievance Process		Date	ADA Timing Guidance	
1	Grievance Event			
2	Initial Complaint Filed		within 60 days of event	Complaint Date
3	Village ADA Coordinator Meet with Complainant		within 15 days of complaint	Complaint date + 15 days
4	Village ADA Coordinator Respond with Proposed Resolution		within 15 days of meeting	Complaint date + 30 days
5	Complainant Appeal if Unsatisfied with Proposed Resolution		within 15 days of proposed resolution	Complaint date + 45 days
6	Village Manager Meet with Complainant about Appeal		within 15 days of appeal	Complaint date + 60 days
7	Village Manager Respond with Final Resolution		within 15 days of meeting	Complaint date + 75 days

NOTES

RIGHT-OF-WAY ACCESSIBILITY COMPLAINT FORM

NOTE: ALL COMPLAINT FORMS ARE TO BE RECEIVED BY
THE VILLAGE ADA COORDINATOR.

For Office Use Only Date Recieved _____ Date Filed _____

APPLICANT TO COMPLETE

PLEASE COMPLETE THE ENTIRE FORM AND PRINT LEGIBLY. Incomplete forms will be returned. To submit an accessibility concern or complaint to the Village of Oak Brook, please complete this form and mail it to Village Hall. If you need assistance with this form, please contact the Village ADA Coordinator directly at 630-368-5022.

CONTACT NAME _____

MAILING ADDRESS _____ PHONE NUMBER _____

E-MAIL ADDRESS _____

SPECIFIC COMPLAINT INFORMATION

Location of the Accessibility Issue (Please include village, roadway name, intersection (if applicable), facility name and / or location if other than a roadway, i.e. rest area, pedestrian bridge, etc.):

Please describe in detail the nature of the complaint (include all parties that were involved). Use additional page(s) if required and attach any documents you believe support your complaint:

Has this complaint been filed with another private, federal, state, local agency, or legal entity?

Yes _____ If yes, please provide details below No _____

I (we) certify that all of the above statements and the statements contained in any papers or plans submitted herewith are true to the best of my (our) knowledge and belief. I (we) give permission to the Village to follow up with complainant as described in the Village ADA Public Right-of-Way Transition Plan.

Signature of Complainant

Date

Appendix H – Glossary of Terms

ABA: See Architectural Barriers Act.

ADA: See Americans with Disabilities Act.

ADA Transition Plan: Transportation system plan that identifies accessibility needs, the process to fully integrate accessibility improvements, and aims to ensure that all transportation facilities, services, programs, and activities are accessible to all individuals.

ADAAG: See Americans with Disabilities Act Accessibility Guidelines.

Accessible: A facility that provides access to people with disabilities using the design requirements of the ADA.

Accessible Pedestrian Signal (APS): A device that communicates information about the WALK phase in audible and vibrotactile formats.

Alteration: A change to a facility in the public right-of-way that affects or could affect access, circulation, or use. An alteration must not decrease or have the effect of decreasing the accessibility of a facility or an accessible connection to an adjacent building or site.

Americans with Disabilities Act (ADA): Civil rights legislation passed in 1990 and effective July 1992. The ADA sets design guidelines for accessibility to public facilities, including sidewalks and trails, by individuals with disabilities.

Americans with Disabilities Act Accessibility Guidelines (ADAAG): Contains scoping and technical requirements for accessibility to buildings and public facilities by individuals with disabilities under the Americans with Disabilities Act (ADA) of 1990.

APS: See Accessible Pedestrian Signal.

Architectural Barriers Act (ABA): Federal law that requires facilities designed, built, altered or leased with Federal funds to be accessible. The Architectural Barriers Act marks one of the first efforts to ensure access to the built environment.

BDE: Illinois Department of Transportation Bureau of Design and Environment Manual.

BLRS: Illinois Department of Transportation Bureau of Local Roads and Streets Manual.

Capital Improvement Program (CIP): The CIP for a public agency typically includes an annual capital budget and a five-year plan for funding the new construction and reconstruction projects on the agency's transportation system.

Detectable Warning: A surface feature of truncated domes, built in or applied to the walking surface to indicate an upcoming change from pedestrian to vehicular way.

DOJ: See United States Department of Justice.

DuDOT: DuPage County Division of Transportation.

Federal Highway Administration (FHWA): A branch of the U.S. Department of Transportation that administers the federal-aid Highway Program, providing financial assistance to states to construct and improve highways, urban and rural roads, and bridges.

FHWA: See Federal Highway Administration.

IAC: Illinois Accessibility Code (IAC).

IDOT: Illinois Department of Transportation.

Pedestrian Access Route (PAR): A continuous and unobstructed walkway within a pedestrian circulation path that provides accessibility.

Pedestrian Circulation Route (PCR): A prepared exterior or interior way of passage provided for pedestrian travel.

PROWAG: An acronym for the *Guidelines for Accessible Public Right-of-Way* issued in 2005 by the U.S. Access Board. This guidance addresses roadway design practices, slope and terrain related to pedestrian access to walkways and streets, including crosswalks, curb ramps, street furnishings, pedestrian signals, parking and other components of public right-of-way.

Right-of-Way: A general term denoting land, property, or interest therein, usually in a strip, acquired for the network of streets, sidewalks and trails creating public pedestrian access within a public entity's jurisdictional limits.

Section 504: The section of the Rehabilitation Act that prohibits discrimination by any program or activity conducted by the federal government.

Uniform Federal Accessibility Standards (UFAS): Accessibility standards that all federal agencies are required to meet; includes scoping and technical specifications.

United States Access Board: An independent federal agency that develops and maintains design criteria for buildings and other improvements, transit vehicles, telecommunications equipment, and electronic and information technology. It also enforces accessibility standards that cover federally funded facilities.

United States Department of Justice: Federal executive department responsible for enforcement of the law and administration of justice (also referred to as the Justice Department or DOJ).

Public Right-of-Way

ADA TRANSITION PLAN

Village of Oak Brook

Village Board Presentation

August 12, 2025



Project Overview

Why Now?

The Americans with Disabilities Act requires governments to...

- Designate an ADA Coordinator
- Create a Transition Plan
- Establish a grievance procedure for documenting and addressing accessibility barriers
- Keep documents related to the self-evaluation for three years, including the consulted stakeholders and descriptions of areas examined, problems identified, and modifications made



Village of
Oak Brook

SHARED-USE PATH & BIKE ROUTE Master Plan

- Integration with Shared-Use Path and & Bike Route Plan
- Supports Village's goal of enhancing non-motorized transport
- Increased mobility for all users

Project Overview

How will the ADA Transition Plan be used?

The Village hopes to utilize this plan to enhance the public right-of-way to be more ADA compliant, enabling greater mobility and safety for all users of Oak Brook's transportation facilities. This plan will help the Village:

Prioritize projects

Coordinate with other agencies and private developers

Integrate projects into future Capital Improvement Program

Monitor progress and revisit plan on regular basis

Project Overview

Timeline

Fall 2024

- Self-Evaluation Survey

Winter 2024/2025

- ADA Stakeholder Committee Meeting #1
- Public Survey
- Pop-Up Meetings

Spring/Summer 2025

- ADA Stakeholder Committee Meeting #2
- Draft ADA Transition Plan for Public Review
30-day comment period

Project Overview

What are the steps of an ADA Transition Plan?

An ADA Transition Plan is an important process for any government to understand barriers of access in the public way and develop a plan to address these barriers with community input.

The Oak Brook ADA Transition Plan Formally

- ✓ Designates an ADA Coordinator
- ✓ Establishes a grievance procedure
- ✓ Establishes ADA internal standards
- ✓ Documents a self-evaluation to identify barriers to access
- ✓ Establishes a plan on how to address barriers to access
- ✓ Provides notice to the public about ADA



Project Prioritization

Self-Evaluation Results

Feature Facility Type	Number of Facilities Measured or Inventoried	Percent Meeting All Accessibility Criteria
Pedestrian Control Signal	91	20%
Crosswalk	163	67%
Shared-Use Path and Sidewalk	512	35%
Curb Ramp	352	16%
Bus Stop Pad	8	N/A
Street Furniture	5	N/A
Pedestrian Sign	71	N/A
Driveway	67	N/A

Accessibility Criteria

Maneuverability



- Width to travel and change directions
- Slopes
- Free of barriers

Tactility



- Appropriate height of any pedestrian button
- Large enough
- Present and well-kept

Visibility

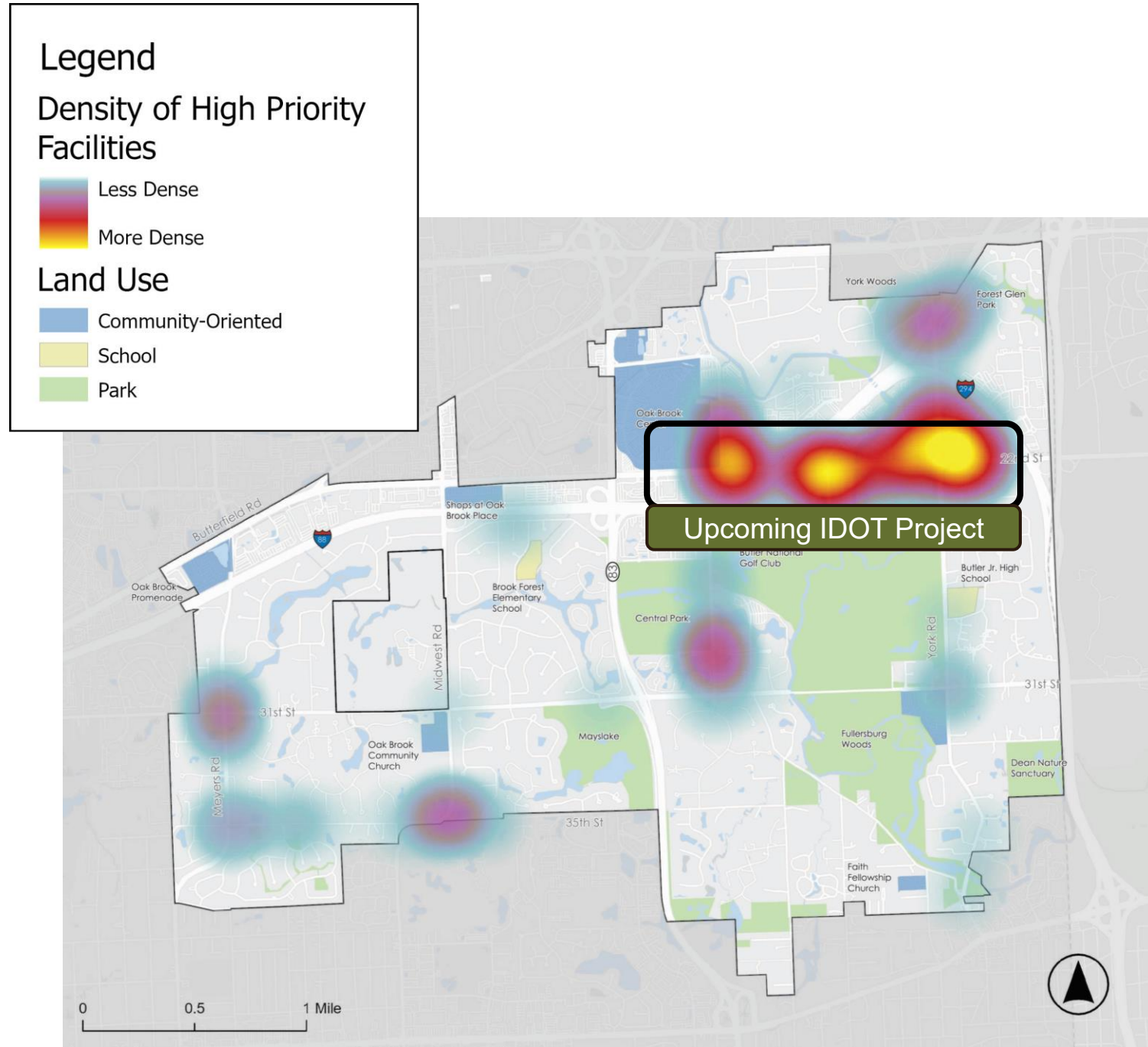


- Marked Crosswalks
- Yield signs, stop signs, traffic signal
- Color contrast

Project Prioritization

Priority Areas

- 22nd Street at Spring Road, Jorie Boulevard, York Road, and Windsor Drive
- The Jorie Boulevard and Forest Gate Road intersection
- Meyers Road at 31st Street, and 35th Street
- The Spring Road and Commerce Drive intersection
- Midwest Road near Oak Brook's southern boundary



Improvement Schedule

**10
Years**

Within 10 years, 80% of all pedestrian facility features (in the public right-of-way) **within the priority areas** identified are to be ADA compliant.

**20
Years**

Within 20 years, 80% of all pedestrian facility features (in the public right-of-way) **within Oak Brook** are to be ADA compliant.

It is possible that these goals are revisited and adjusted to reflect any shifting requirements in ADA compliance, budget constraints, and construction feasibility.

Public Right-of-Way

ADA TRANSITION PLAN

Village of Oak Brook

Thank you!

Any Questions?



ADA Self-Evaluation and Transition Plan for Public Right-of-Way



Village of Oak Brook

August 8, 2024





SECTION 1

Cover Letter

Project Understanding and Approach

Scope of Services

Key Personnel

Representative Projects

Project Schedule

Cost Estimate of Consultant Services

Direct Costs and Subconsultant Expenses Table

Attachments



Date

August 8, 2024

To

Mr. Tim O'Malley
Public Works Director
Village of Oak Brook Public Works
3003 Jorie Boulevard
Oak Brook, IL 60523
obpw-proposals@oak-brook.org

Re

Request for Proposals
for Professional Consulting
Engineering Services
ADA Self-Evaluation and Transition Plan
for Public Right-of-Way

Civiltech Engineering, Inc.



www.civiltechinc.com



630.773.3900



Itasca

Two Pierce Place, Suite 1400
Itasca, IL 60143

Chicago

30 N LaSalle Street, Suite 3220
Chicago, IL 60602

Milwaukee

330 E Kilbourn Avenue
Tower One, Suite 1215
Milwaukee, WI 53202

Follow us on social media.



Dear Mr. O'Malley:

Civiltech Engineering, Inc. enthusiastically submits our qualifications for the **Village of Oak Brook ADA Self-Evaluation and Transition Plan for Public Right-of-Way**. We offer the Village a strong and uniquely suited team that will produce a plan that is implementable and meets federal requirements.

We will bring many of our team members from the Oak Brook Multi-Use Path and Bike Route Master Plan. Project Manager, **Lissa Sweeney, AICP, LEED AP**, just completed the Joliet ADA Transition Plan and is looking forward to bringing her experience from the plan development and adoption to Oak Brook. Combining that with her knowledge of Oak Brook's community and transportation network from the Multi-Use Path and Bike Route Master Plan, she will work closely with the Village to develop a plan that best fits its needs.

GIS Specialist, **Kristen Hahn, P.E., PTOE**, and Design Engineer, **Jake Scarpelli**, setup the ESRI Field Maps app and conducted the survey for the Pavement Condition Inventory (of the Oak Brook Multi-Use Path and Bike Route Master Plan). To streamline surveying efforts and build upon previous knowledge, Kristen and Jake will be leading the Self-Evaluation, utilizing a similar Field Maps app for completion.

We also bring experience in regional ADA Transition Plan oversight. Civiltech is the Chicago Metropolitan Agency for Planning (CMAP) ADA Transition Plan project management oversight (PMO) consultant. As part of this, **we will be working closely with CMAP to oversee the development of 14 ADA PROW Transition Plans throughout the Greater Chicago Area over the next year**. This will allow our team to bring best practices to the Village throughout the plan development process.

Overall, our multidisciplinary team consists of Transportation Planners, Transportation Engineers, pedestrian facility and ADA compliance experts, and GIS technicians. We have planners with exposure to engineering and engineers with exposure to planning. Also, with a staff of over 140, Civiltech has a deep bench of talent from a wide range of disciplines available to provide consulting and support when needed.

As Director of Urban Design & Traffic, I will be the Principal in Charge providing QA/QC and the official authorized to answer questions regarding the proposal. Please call me with questions at 312.564.2491, or contact me by email at mfolkenening@civiltechinc.com. Thank you for your consideration of our proposal. We are very excited for the opportunity to provide consulting services to Oak Brook on this project, and as stated above, we believe we offer the perfect team of professionals, as well as relevant experience that will be a benefit to the Village.

Very truly yours,

Michael J. Folkenening, P.E., PTOE
Director of Urban Design & Traffic

CIVILTECH ENGINEERING, INC.



SECTION 2

Cover Letter

Project Understanding and Approach

Scope of Services

Key Personnel

Representative Projects

Project Schedule

Cost Estimate of Consultant Services

Direct Costs and Subconsultant Expenses Table

Attachments



Proposal for Professional Consulting Engineering Services
ADA Self-Evaluation and Transition Plan for Public Right-of-Way

Village of Oak Brook

Our approach to the Village of Oak Brook's ADA Transition Plan is rooted in usability and implementation. What data is most useful to the Village? How can we best support the Village to prioritize projects and make implementation a reality instead of a plan that sits on the shelf? These are key questions that we ask at the beginning of the project and throughout the life of plan development. We understand PROWAG and use that as a base to ensure all deliverables meet Title II of the Americans with Disabilities Act of 1990 and that we educate Village staff, leaving them more confident in meeting all aspects of PROWAG throughout their daily operations.



We have a strong familiarity with the Village of Oak Brook

We have extensive experience providing Phase I, Phase II, and Phase III Engineering services to Oak Brook including our work on York Road, Harger Road, and 31st Street. Currently, Civiltech provides the Village with in-house engineering services and is completing the Village Multi-Use Path and Bike Route Master Plan. Having completed the Pavement Condition Inventory as part of this Master Plan, the self-evaluation could be streamlined as we have access to Village GIS files, photos and familiarity with the Village pedestrian network. We have also been out in the community talking to residents, providing us insights into community priorities and how best to gather public and stakeholder input for the Transition Plan.

Our team brings exceptional institutional knowledge of Oak Brook infrastructure, standards, and expectations and an outstanding working relationship with Village staff.



Proposal for Professional Consulting Engineering Services ADA Self-Evaluation and Transition Plan for Public Right-of-Way

Village of Oak Brook

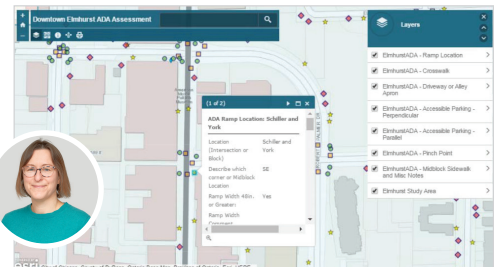
We understand and actively implement the requirements of PROWAG

Civiltech Senior Engineer, **Kristin Kalitowski, P.E.**, has a passion for developing ADA/ PROWAG compatible designs for every situation. She has taken several related courses over the last decade led by a variety of instructors, including FHWA, IDOT, IL AG, and APWA, and strives to bring the interpretations of the rules as well as best practices into pedestrian and bicycle design for municipal, state, and county clients. She also understands that different agencies have more rigid requirements that go above and beyond the federal requirements and works to bring those into designs as well as finding a compromise in between the requirements for certain situations. Kristin excels at assessing a location and working with a client to determine any limiting or desirable factors that would influence an approach to bringing an area into ADA compliance.

Civiltech Senior Engineer and GIS Specialist, **Kristen Hahn, P.E.**, led a team that assessed curb ramps, crosswalks, and on-street parking spaces for ADA compliance in downtown Elmhurst. In preparation for this project, she studied the PROWAG requirements for each of these elements and organized them into data entry fields.

She built the data entry fields into a customized map using Collector for ArcGIS, a mobile app that supports efficient data collection on site. She trained field staff on data collection methods and participated in field work. She presented detailed findings and interpreted ADA compliance according to PROWAG requirements in a summary report.

Civiltech Transportation Planner, **Lissa Sweeney**, completed the Joliet ADA Public Right of Way Transition Plan (adopted in October 2023), leading a multi-disciplinary team in conducting the self-evaluation and developing the Transition Plan document. As part of the plan development, the project team leaned on the national publications including PROWAG, as well as guidance and trainings from CMAP and reference to IDOT's self-evaluation.



INNOVATIVE APPROACH

Completing the self-evaluation can be one of the most daunting tasks of the ADA Transition Plan. We have experience collecting and analyzing large-scale data for ADA assessments and using innovative tools to make the process more efficient. Civiltech completed ADA assessments for the City of Elmhurst and the Village of Glen Ellyn. For these projects, field data, including measurements and photos, were collected using a customized smartphone app.

Additionally, we developed and utilized a smartphone app to collect data on roadway conditions city-wide for Chicago Department of Transportation. This is one tool in our toolbox that we can use to complete the self-evaluation. **As part of the Self-Evaluation, we would develop a custom ESRI Field Maps app. All barriers to accessibility will be identified and documented. Measurements/evaluations will be taken a minimum of every 250 feet along these corridors, and at locations**

where significant changes or barriers are clearly present. The app allows for seamless integration of the locations, measurements, notes and photos, and can be transferred into the Village's GIS system. Additionally, the Village would be able to view progress if they wish through a provided login.

This was a similar process to the Pavement Condition Inventory for the Village of Oak Brook, which was completed using a custom ESRI mobile app to efficiently upload notes, condition ratings, and photos.





We take a multi-faceted approach to the Self-Evaluation

We have experience combining digital evaluations with physical surveys to create a comprehensive Self-Evaluation. For the Joliet ADA Transition Plan, we completed a citywide digital inventory of curb ramps using GIS, specifically reviewing their presence, detectable warnings, and contrasting colors. We also inventoried the presence of sidewalks citywide. We used this data to determine base compliance and to recommend priority locations for ADA improvements.

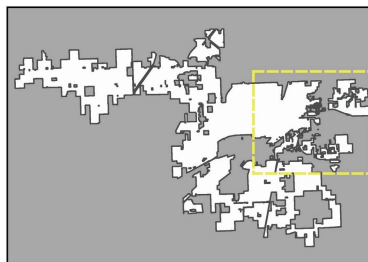
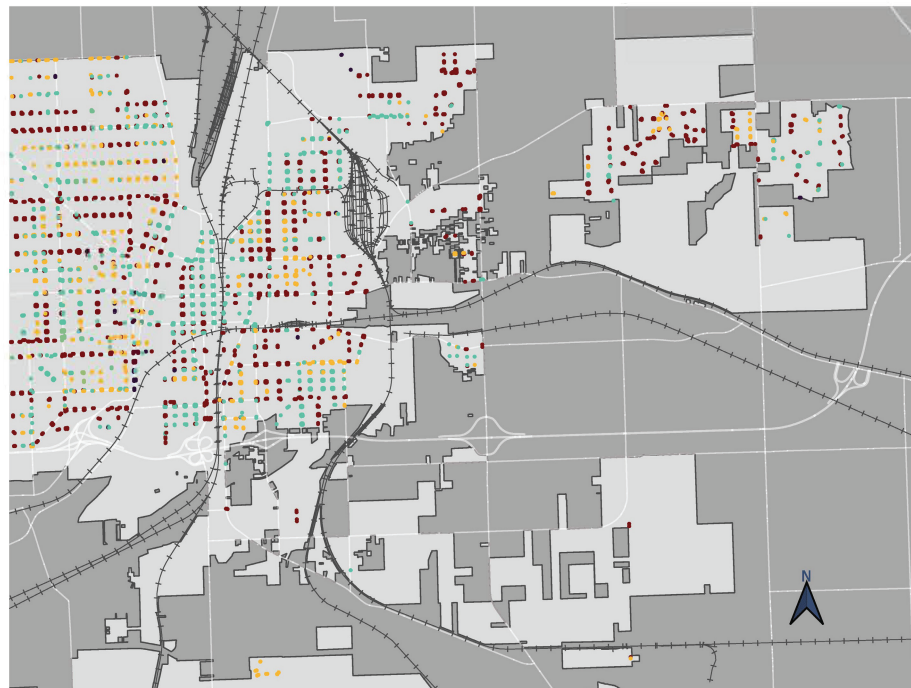
COMPREHENSIVE APPROACH

As part of the Transition Plan, we would work closely with the Village to gather digital data before completing a physical survey. We have extensive data and on-the-ground knowledge from completing the Pavement Condition Inventory, as part of the Multi-Use Path and Bike Route Master Plan, as well as gathering and refining data for the Existing Conditions Report as part of the Master Plan. This will allow us to efficiently complete the Self-Evaluation.

JOLIET

PUBLIC RIGHT-OF-WAY ADA TRANSITION PLAN

Exhibit H-36: Curb Ramps - Preliminary Evaluation Criteria



Curb Ramps - Criteria Met

- No curb ramp
- Curb ramp present without detectable warning or contrasting color
- Curb ramp present with detectable warning (no contrasting color)
- Curb ramp present with detectable warning and contrasting color



We prioritize equitable engagement

Developing a strategic approach to determine which voices are underrepresented in the community and how best to reach them is an essential first step in any planning process. Additionally, checking in throughout the project to determine if the current approach is effective is often overlooked yet crucial to a successful plan. As part of the North DuSable Lake Shore Drive (NDLSD) Study, we tabled at public libraries to reach community members who may not be traditionally engaged in planning processes. We also translated project materials



to both Spanish and Mandarin for portions of the project, to ensure all residents could participate. As part of the Old Plank Road Trail Extension Study, we looked for nontraditional methods to reach youth and families that may use the trail in the future. We attended a Glow Bike Ride and passed out glow bracelets with project information to those in attendance. A virtual survey was also offered via QR code as an alternative method to reach more community members. Additionally, this survey was boosted through Facebook ads, in which you can target a certain geography and promote your post to individuals near that location, reaching a wide array of social media users.

While inclusive engagement is at the base of every Civiltech project, this is of

particular importance for an ADA Transition Plan, in which those with the most local knowledge about accessibility in the community are traditionally underrepresented. We have experience amplifying the voices of people with disabilities on projects. As part of the Glen Ellyn Streetscape Project, we coordinated with Glen Ellyn Senior Services, and as part of Buckley Road and Lewis Avenue Pedestrian Improvements (Access to Transit), we coordinated with Captain James A. Lovell Federal Health Care Center and the US Navy.

EQUITABLE APPROACH

To ensure we are reaching those who live and work in Oak Brook, we will employ a comprehensive engagement approach. Through a stakeholder list, public survey, pop-up meetings, and e-announcements we will actively seek feedback from all community members regarding accessibility barriers throughout the Village. **We will complement these in-person and virtual engagement efforts with a focus on the disability community, through the development of an ADA Stakeholder Committee.** Recognizing that those we specifically want feedback from may not be able to attend a traditional public meeting or pop-up meeting, we will develop a stakeholder list in coordination with the Village and hold small-group discussions at key points in the project process: when gathering feedback on accessibility barriers, when we have a self-evaluation complete and are discussing prioritization strategies, and when we have a draft plan.





We offer a toolbox of prioritization tools

Once the self-evaluation is complete, ensuring that the data is useable and informs future projects and programming is key. Civiltech has extensive experience working with clients on prioritization.

Examples of factors used in these priority systems include:

We are highly involved in Chicago Department of Transportation's (CDOT) processes for prioritizing and selecting projects for their annual programs. Civiltech has been highly involved in developing CDOT's 2019, 2020, and 2021 annual Arterial Resurfacing Capital Improvement Plans using GIS, Excel, and Python scripts as tools to rank potential projects according to condition, equity factors, and other city priorities. Relying heavily on GIS tools and customized Python scripts, potential project locations are assigned priority scores. These scores combine pavement condition data with equity factors and other City priorities.

- **Proxy measures for ADA ramp compliance:** Approximate percent of ADA ramps previously reported to be compliant per community area
- **MOBEC index:** A measure developed by University of Illinois Chicago to indicate mobility challenges and economic hardship experienced by community area in Chicago
- **Vision Zero focus areas** – specific locations given priority based on a history of pedestrian and cyclist crashes
- **Pavement condition ratings**

Project locations are selected using a combination of visual map review and scripts that automate calculations. Every city block is assigned a score in GIS for each of the factors of interest. These factors are weighted and combined into a total priority score for each block. Maps are displayed with every block color coded according to its score. Potential project limits are identified visually by selecting continuous multi-block corridors on the map that contain high scoring blocks. For each potential project corridor, automated scripts combine the individual block scores in into a composite corridor score.

IMPLEMENTABLE APPROACH

We will work closely with the Village to determine how to best prioritize future improvements through developing criteria. Some potential criteria are included below.

- Citizen request/complaint
- Proximity to public locations such as train stations, schools, and government centers
- Locations with high pedestrian volumes
- Severity of barrier – focus on curb barriers, signals, & detectable warnings
- Opportunity for coordination with other repair work
- Construction feasibility and required permitting





SECTION 3

Cover Letter

Project Understanding and Approach

Scope of Services

Key Personnel

Representative Projects

Project Schedule

Cost Estimate of Consultant Services

Direct Costs and Subconsultant Expenses Table

Attachments



ANTICIPATED SCOPE OF SERVICES

The proposed Oak Brook ADA Public-Right-of-Way Transition Plan scope is outlined below. The goals of the ADA Transition Plan are the following: to ensure compliance with Title II of the Americans with Disabilities Act of 1990; to provide the Village an inventory and evaluation of compliant/non-compliant sidewalks, shared-use paths and intersections; to document a plan for achieving Village-wide ADA public right-of-way compliance in the future; and to establish a clear process for community members to relay ADA issues and concerns.

Following are highlights of what a potential scope of services will entail.

Task 1:

Early Coordination

Our first step will involve coordinating a kick-off meeting with the Village and a data request list to receive applicable GIS files and existing data to be reviewed for the ADA Transition Plan. We will develop a GIS inventory based on the provided and found datasets. Much of this will be streamlined as datasets are accessible from the Multi-Use Path and Bike Route Master Plan.

We will begin by hearing the goals of the Village and gain an understanding of what success looks like. We will use this to develop the project timeline, key milestones, and come to consensus on deliverables that will be most useful and implementable.

Task 2:

Community Engagement

We will work with the Village to determine which community engagement tools are most effective and which tools will best expand participation in the plan and reach members of the community most directly impacted by ADA barriers and opportunities.

A. Public Involvement Plan: We will then develop a Public Involvement Plan to outline this strategy at the beginning of the project. We also understand the logic of keeping our engagement plan flexible so that we meet the needs of the community throughout the process. We will propose a combination of in person and online outreach tactics, to better meet people where they are, as is appropriate in the community. Focus will be given to disadvantaged / underrepresented population groups.

B. Stakeholder List: We will develop a stakeholder list of individuals and organizations we would like to include in the ADA Stakeholder Committee, as well as others we will include more generally in survey and meeting announcements.

C. Webpage: We will provide content and updates on the webpage hosted by the Village.

D. Public Survey (1): We will conduct one survey to receive feedback from project stakeholders and the public. The survey will include collecting information to identify accessibility barriers in the project study area.

E. ADA Stakeholder Committee (3 meetings): We will identify and meet with key stakeholders three times throughout the project process, when gathering feedback on accessibility barriers, when we have a self-evaluation complete and are discussing prioritization strategies, and when we have a draft plan.

F. Pop-Up Meetings (2): We will attend two scheduled community events to publicize the study and to gain public input while the survey is open.

G. Public Posting and Comment Period: Once the plan is drafted, it will be posted on the Village's website, hard copies will be located at Village Hall, and public comments will be solicited for a 4-week period. The Village will review and address comments in refining the final ADA TP.

H. Village Board Meeting (1): The project team will present to the Village Board in a public hearing format to gain approval of the plan. Consultant will be responsible for collecting any comments and suggestions and consolidating them into items for revision or response.



It is recommended to develop an ADA Stakeholder Committee in lieu of the one-on-one interviews and open houses. This provides the ability to focus our conversations with key stakeholders to whom ADA compliance is essential and to meet with them multiple times throughout the project to provide input and guidance.

If preferred, one open house could take place instead of one stakeholder committee meeting and the two pop-up meetings.

Task 3:

Self-Evaluation Data Collection and Analysis

A. Data Collection – Digital: Civiltech will conduct extensive desktop research exploring the transportation network to identify all transportation facilities in the public right-of-way, which includes but is not limited to sidewalks, sidepaths, trails, curb ramps, crosswalks, transit facilities, and pedestrian-activated signals. Some of this will be streamlined as datasets are accessible from the Multi-Use Path and Bike Route Master Plan.

B. Data Collection – Field Survey: We will inventory all sidewalks, shared-use sidepaths, and shared-use trails within the Village corporate limits that are under the maintenance and/or jurisdiction of the Village. All barriers to accessibility will be identified and documented. Measurements/evaluations will be taken a minimum of every 250 feet along these corridors, and at locations where significant changes or barriers are clearly present. The evaluation will document the following characteristics of sidewalks, sidepaths, and trails: widths, cross slopes, vertical grades/running slopes, grade breaks, vertical surface discontinuities, clear zones/protruding objects, side slopes, surface/materials, and curb ramps. The evaluation will also document pedestrian street crossings (crosswalks), pedestrian-oriented signage,

street furniture, transit facilities along sidewalks and sidepaths, and pedestrian traffic signalization. The inventory assessment will evaluate facilities compliance with PROWAG (2023), the Illinois Accessibility Code, and/or any local regulations, whichever provides greater accessibility. This inventory will be completed using ESRI's Field Maps. In addition to the field survey, the project team will conduct a tour to visit specific locations of interest that may be identified by stakeholders.

C. Self-Evaluation Analysis and Documentation: Once the survey is complete, the Self-Evaluation will consist of a formatted document and an electronic database in Microsoft Excel and GIS formats, and photographs that document existing conditions. The Self-Evaluation will include a description of the process for data collection including the methodology for prioritization based on geography, demographics, conditions, and/or other factors; data organization; and tools used. The Self-Evaluation document will include the following sections: Process and Findings, Methodology, Policy, Priority Areas, External Agency Coordination, Improvement Schedule and Monitoring and Appendix (with GIS maps and photos).

Task 4:

Transition Plan Document

A. Draft Deliverables: Civiltech will draft the following documents in coordination with the Village: Need and Purpose, ADA Coordinator, Design Standards and Guidelines, Public Outreach and Public Notice of ADA Requirements, Grievance Procedure, Progress Monitoring and Transition Plan Management and Self-Evaluation (as noted in Task 3).

B. Final Deliverables: We will incorporate edits from the Village and provide revised deliverables.

C. Draft Plan: The full Transition Plan will be drafted and shared at the Open House and on the Village website for comments. A second iteration will be provided between the Open House and the Village Board Meeting.

D. Final Plan: The final Transition Plan will incorporate Village Board comments and be posted on the Village website.



Task 5:

Supervision, Administration, and Project Coordination

We will manage all aspects of this project and ensure it is a successful process with desired outcomes and deliverables. We will setup monthly virtual coordination meetings with the project team.

Civiltech takes pride in delivering reports, studies and contract documents of the highest quality to our clients. Our QC/ QA program includes reviews by experienced transportation professionals not involved with the project. Our interdisciplinary team of traffic, geometric, and structural engineers typically review planning concepts for future project feasibility.

Anticipated Deliverables

Task 1

- Kick-Off Meeting Agenda, Minutes, Materials
- Data Request List

Task 2

- Public Involvement Plan
- Stakeholder List
- Webpage Text
- ADA Stakeholder Committee Meeting Materials
- Public Survey
- Pop-Up Meeting Materials
- Engagement Summary Memo
- Village Board Meeting Presentation

Task 3

- Self-Evaluation (GIS inventory, Excel inventory, Photos, Word document for Transition Plan)
- Project Team Tour Outline

Task 4

- Transition Plan document (Need and Purpose, ADA Coordinator, Design Standards and Guidelines, Public Outreach and Public Notice of ADA Requirements, Grievance Procedure, Progress Monitoring and Transition Plan Management and Self-Evaluation)

Task 5

- Monthly Meetings with Village (Agendas and Minutes, as appropriate)



SECTION 4

Cover Letter

Project Understanding and Approach

Scope of Services

Key Personnel

Representative Projects

Project Schedule

Cost Estimate of Consultant Services

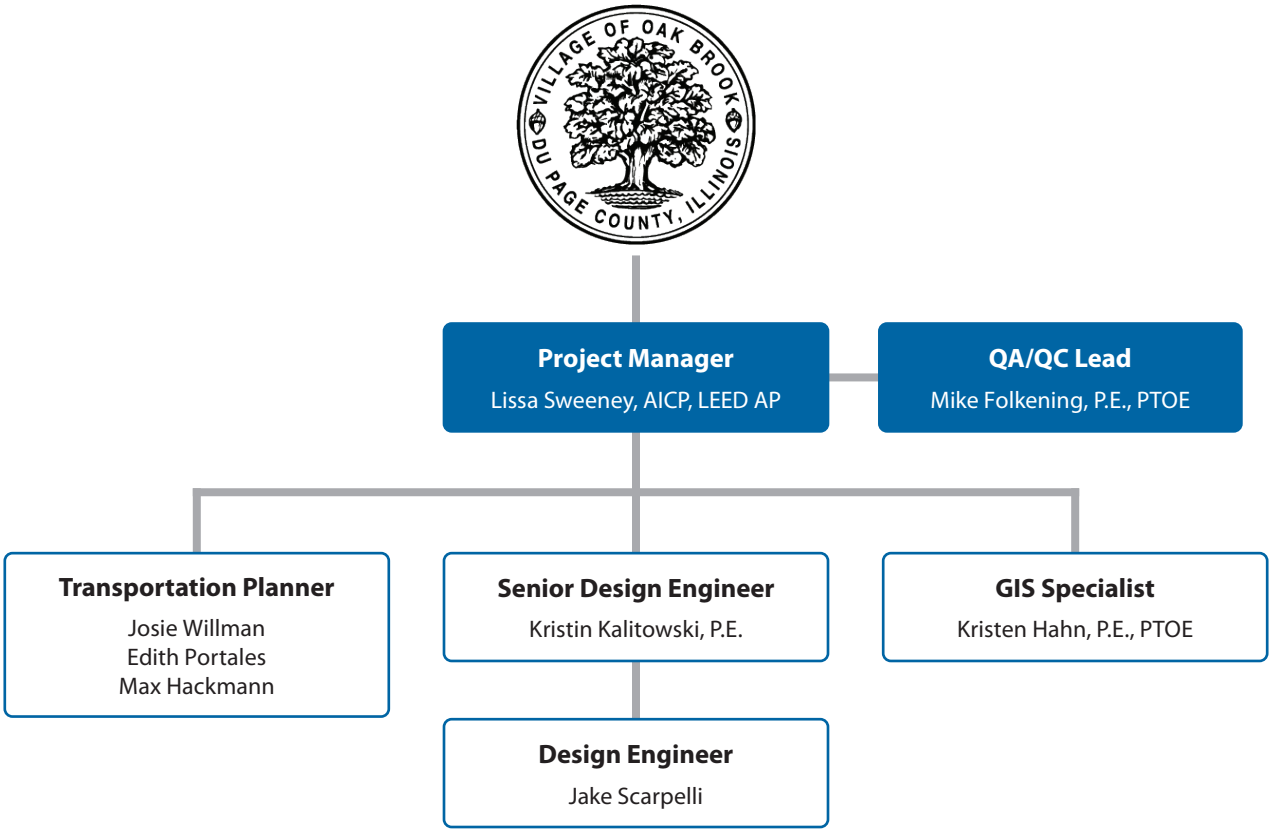
Direct Costs and Subconsultant Expenses Table

Attachments



KEY PERSONNEL

Organizational Chart





PROJECT TEAM



Lissa Sweeney, AICP, LEED AP | Project Manager

Lissa is a Project Manager in Civiltech's Urban Design & Traffic department and will serve as Project Manager for this project. Lissa Sweeney's talent lies in bringing multiple stakeholders to the table, guiding them through complex issues and advocating for creative solutions and action. She is passionate about improving the built environment and has managed transportation, stormwater management and sustainability projects. As a certified planner (AICP), Lissa takes a holistic approach to projects. Her experience in the not-for-profit, private and public sectors positions her to implement innovative and custom approaches for each client.



Mike Folkening, P.E., PTOE | Quality Control/Quality Assurance

Mike is the Director of Urban Design and Traffic and will provide QC/QA services on this project. He specializes in both preliminary and prefinal design projects ranging from simple intersections to large corridor improvements. The projects he oversees include roadways, streetscapes, traffic studies, bike and pedestrian facilities, and transit access.



Edith Portales | Transportation Planner

Edith is a part of Civiltech's Transportation Planning team. With her background in economic development, she helps the team understand the bigger picture of how multimodal improvements can better connect to economic opportunities. She also is a talented grant writer, which communities leverage to help implement recommendations. Edith has expertise in data and policy development and analysis. She has also been recognized for her research on policy and design interventions to fight violence against women and feminine-presenting people on public transit.



Josie Willman | Transportation Planner

Josie is a member of Civiltech's Transportation Planning team. She brings her infographic and visual presentation talents to make our planning projects digestible and exciting. She also brings an analytics background to transportation planning, and is a published co-author on pedestrian and bicycle crash papers. She has extensive experience conducting research and developing strategies to encourage walking and bicycling as viable commute options. She has experience with multimodal planning, including pedestrian, bicycle, freight, and transit design.



Max Hackmann | Transportation Planner

Max is a planner on Civiltech's Transportation Planning team. He brings experience in municipal public transit and transportation planning including regional/subregional transportation and geospatial analysis and visualization. Max's project work focuses on transit studies and long range transportation planning.



Kristin Kalitowski, P.E. | Senior Design Engineer

Kristin is a Project Manager in Civiltech's Design Engineering department and will serve as Senior Design Engineer on this project. Kristin specializes in IDOT coordination, geometric roadway design, bicycle and pedestrian facility design, highway design, street rehabilitation and reconstruction, utility coordination, and drainage design, predominantly for Federally funded projects. Kristin has extensive experience with street rehabilitation projects for municipalities throughout the region and brings ADA design and compliance expertise.



Jake Scarpelli | Design Engineer

Jake Scarpelli is a Project Engineer on Civiltech's Design Engineering team and will serve as Design Engineer on this project. Jake specializes in roadway design and has provided design engineering services on intersection improvements, street rehabilitation, and streetscape projects for municipalities throughout the region. From his roadway design work, Jake brings substantial ADA design and compliance experience.



Kristen Hahn, P.E., PTOE | GIS Specialist

Kristen is a data analyst industry leader who is passionate about balancing the needs of all roadway users including pedestrians, cyclists, transit, and vehicles. In her words, she feels strongly that public space must be safe and accessible for everyone, regardless of a person's neighborhood of residence or physical and financial abilities. Her experience includes large-scale database management projects, pedestrian studies, traffic studies, traffic signal design, ADA ramp design, roadway geometrics, construction inspection, and a variety of special projects. She has worked with the Project Development division of the Chicago Department of Transportation primarily providing traffic safety analysis, reports, and designs.



SECTION 5

Cover Letter

Project Understanding and Approach

Scope of Services

Key Personnel

Representative Projects

Project Schedule

Cost Estimate of Consultant Services

Direct Costs and Subconsultant Expenses Table

Attachments



Proposal for Professional Consulting Engineering Services ADA Self-Evaluation and Transition Plan for Public Right-of-Way

Village of Oak Brook

Project Experience



ADA Transition Plan

City of Joliet

Improving Accessibility in Joliet. Civiltech recently completed an ADA Transition Plan with the City of Joliet, to ensure that inclusivity and accessibility was integrated into City programs and policies, and to meet Americans with Disabilities Act (ADA) requirements.

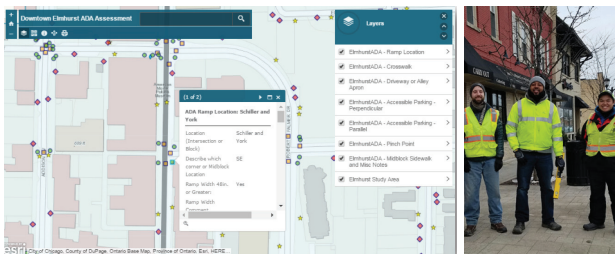
The City of Joliet adopted the Public Right-of-Way ADA Transition Plan on October 3, 2023. As part of the ADA Transition Plan, Civiltech completed a citywide survey of the public right-of-way utilizing ArcGIS and recent resurfacing and reconstruction projects. This enabled a citywide map to be created highlighting compliant and non-compliant curb ramps and sidewalks, which can be used as a tool for the City moving forward when programming projects.

Civiltech also held a Public Rights-of-Way Accessibility (PROWAG) training with City staff to review ADA compliance from design through construction and inspections.

Additionally, Civiltech worked closely with the City to develop all components of the plan. This included designating an ADA Coordinator, establishing a Grievance Procedure, outlining Design Standards and Guidelines, and incorporating public feedback. The full plan is available here: www.joliet.gov/home/showpublisheddocument/33284/638237288620530000

Client Contact

Sean Mikos, P.E. • Deputy Director of Engineering
City of Joliet • smikos@joliet.gov • 815.724.4208



Downtown Elmhurst ADA Assessment

City of Elmhurst

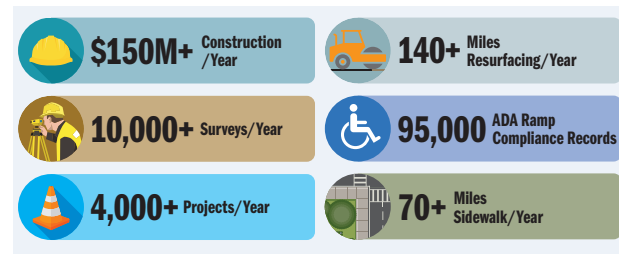
Bringing ADA Expertise to Elmhurst. Civiltech's ADA experience and proven method of efficient data collection allowed for this assessment to be delivered very quickly and at low cost to the client.

Civiltech performed a comprehensive assessment of accessibility for people with disabilities in the City of Elmhurst's downtown area. To evaluate compliance with federal guidelines (ADA and PROWAG), 53 intersections, 172 curb ramps, 99 crosswalks, 147 mainline sidewalks, 170 driveway and alley aprons, and 22 on-street accessible parking spaces were measured in detail.

Field data, including measurements and photos, were collected using a highly efficient smartphone app customized for this project. The app uses ArcGIS and allows data to be synced in real time to an interactive online map. Along with the map, a detailed report provides critical information to strategically plan future improvements and ADA compliance.

Client Contact

Mike Litwin, P.E. • City of Elmhurst
mike.litwin@elmhurst.org • 630.530.3018



CDOT Program Manager Consultant

Chicago Department of Transportation | C*NECT, LLC.

As prime consultant on the contract, Civiltech staff leads the Chicago Department of Transportation C*NECT Program. C*NECT provides 70+ full time personnel from a dozen companies to handle all phases of engineering services related to the City of Chicago Aldermanic Menu Program and more.

C*NECT is a consultant team contracted by the Chicago Department of Transportation (CDOT) to perform program management services in support of the City of Chicago Aldermanic Menu Program. Civiltech, along with a joint venture partner, is the prime consultant on this large-scale program that provides comprehensive engineering services throughout the life cycle of thousands of public way improvements across the City every year.

Projects supported by C*NECT include street and alley resurfacing, street reconstruction, green alleys, viaduct rehabilitation, vertical clearance improvements, pedestrian safety improvements, bike infrastructure, ADA improvements, traffic signal modernizations, drainage improvements, and other maintenance improvements.

A major goal of our team is to provide our services to CDOT at the lowest possible cost, and we strive each year to do more with less. By implementing efficient management strategies and tech savvy solutions, we have reduced consultant engineering costs by \$2 million annually.

Client Contact

Conan Chan • Chicago Department of Transportation
Division of Engineering • conan.chan@cityofchicago.org • 312.742.8022



SECTION 6

Cover Letter

Project Understanding and Approach

Scope of Services

Key Personnel

Representative Projects

Project Schedule

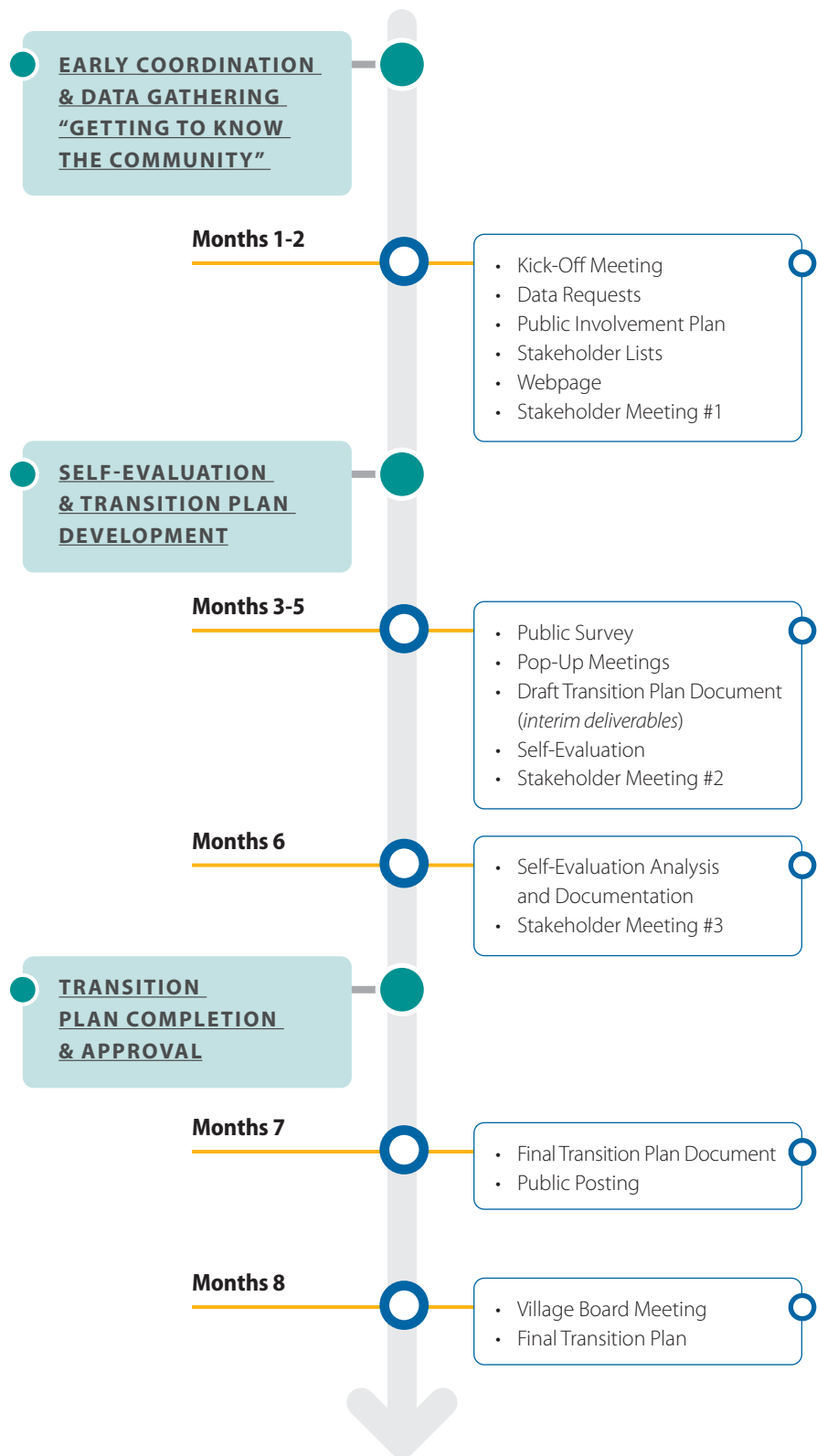
Cost Estimate of Consultant Services

Direct Costs and Subconsultant Expenses Table

Attachments



PLAN SCHEDULE





SECTION 7

Cover Letter

Project Understanding and Approach

Scope of Services

Key Personnel

Representative Projects

Project Schedule

Cost Estimate of Consultant Services

Direct Costs and Subconsultant Expenses Table

Attachments



Item No.	Task	Staff Classifications & Workhours						Total Workhours	% of Workhours	Labor Fee
		Senior Project Manager	Project Manager	Planner II	GIS Expert	Senior Design Engineer	Design Engineer			
	Billing Rate	\$211	\$150	\$91	\$160	\$171	\$116			
1	Early Coordination									
a.	Kick-Off Meeting	3	3	3	3			12		
b.	Gather and Review Materials		3	5	5			13		
Item 1 Subtotal		3	6	8	8	0	0	25	4.4%	\$3,539.70
2	Community Engagement									
a.	Public Involvement Plan		2	3				5		
b.	Stakeholder List		2	5				7		
c.	Webpage		4	10				14		
d.	ADA Stakeholder Committee Meetings (3)	8	20	30	5	8		71		
e.	Public Survey (1)		3	12				15		
f.	Pop-Up Meetings (2)		12	15				27		
g.	Public Posting and Comment Period		5	5				10		
h.	Village Board Meeting (1)	2	3	3				8	5.1%	
Item 2 Subtotal		10	51	83	5	8	0	157	27.9%	\$19,483.20
3	Self-Evaluation Data Collection and Analysis									
a.	Data Collection - Digital		3	10	8	2	4	27		
b.	Data Collection - Field Survey	3	6	4	12	4	170	199		
c.	Self-Evaluation Analysis and Documentations		3	25	22	2		52		
Item 3 Subtotal		3	12	39	42	8	174	278	49.5%	\$27,556.88
4	Transition Plan Document									
a.	Draft and Final Deliverables	2	5	25		2		34		
b.	Draft and Final Plan	2	5	10		2		19		
Item 4 Subtotal		4	10	35	0	4	0	53	9.4%	\$6,216.08
5	Supervision, Administration, and Project Coordination									
a.	Monthly Meetings (8)	4	16	16	5			41		
b.	QAQC	4	4					8		
Item 5 Subtotal		8	20	16	5	0	0	49	8.7%	\$6,939.68
Project Totals		28	99	181	60	20	174	562	100%	
% of Workours:		5.0%	17.6%	32.2%	10.7%	3.6%	31.0%	100.0%		
								Total Labor Fee	\$63,735.53	
								Total Direct Costs	\$2,052.40	
								Total Subconsultants	\$0.00	
								TOTAL PROJECT COST	\$65,787.93	



SECTION 8

Cover Letter

Project Understanding and Approach

Scope of Services

Key Personnel

Representative Projects

Project Schedule

Cost Estimate of Consultant Services

**Direct Costs and Subconsultant
Expenses Table**

Attachments



DIRECT COSTS

Item No.	Task	In-House Direct Cost	Sub-Consultant Cost
1	Early Coordination		
Mileage	3 trips @ 30 miles @ \$0.655	\$58.50	
	Item 1 Subtotal	\$58.50	
2	Community Engagement		
Mileage	20 trips @ 30 miles @ \$0.655	\$390.00	
	Public Survey	\$500.00	
	Pop-Up Meeting Materials	\$100.00	
	Open House Materials	\$100.00	
	Item 2 Subtotal	\$1,090.00	
3	Self-Evaluation Data Collection and Analysis		
Mileage	46 trips @ 30 miles @ \$0.655	\$903.90	
	Item 3 Subtotal	\$903.90	
4	Transition Plan Document		
N/A	Item 4 Subtotal		
5	Supervision, Administration, and Project Coordination		
N/A	Item 5 Subtotal		
Total In-House Direct Costs:		\$2,052.40	-
Total Subconsultant Costs:		-	
TOTAL IN-HOUSE DIRECT & SUBCONSULTANT COSTS:		\$2,052.40	



SECTION 9

Cover Letter

Project Understanding and Approach

Scope of Services

Key Personnel

Representative Projects

Project Schedule

Cost Estimate of Consultant Services

Direct Costs and Subconsultant Expenses Table

Attachments

ATTACHMENT A

PROPOSAL SUBMITTED BY Civiltech Engineering, Inc
DATED August 8, 2024



THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

RESOLUTION
NUMBER 2025-PW-ENG-AG-ADA-R-2314

A RESOLUTION
TO ADOPT THE 2025 ADA TRANSITION PLAN FOR THE
VILLAGE OF OAK BROOK

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

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

Village Board

Published in pamphlet form by authority of the
President and the Board of Trustees of the Village of Oak Brook
on the 9th day of September 2025

RESOLUTION NO. 2025-PW-ENG-AG-ADA-R-2314

A RESOLUTION
TO ADOPT THE 2025 ADA TRANSITION PLAN FOR THE VILLAGE OF OAK BROOK

WHEREAS, the Village of Oak Brook (hereinafter referred to as "Village") 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, after working with the Village's engineering consultant, Civiltech Engineering, Inc., to extensively review the Village's key goals and analyze use data, the ADA Transition Plan was prepared to address topics to include posting notices of ADA requirements, ADA coordinator designation, grievance remediation, accessibility compliance, prioritization plans;

WHEREAS, adoption by Village demonstrates its commitment to achieve the goals as further outlined in the ADA Transition Plan attached hereto and incorporated herein as Exhibit A;

WHEREAS, Staff recommends the Corporate Authorities adopt the ADA Transition Plan attached hereto for the reasons set forth herein; and

WHEREAS, the Village of Oak Brook Corporate Authorities are of the opinion that the foregoing actions are in the best interest of the public safety, health and welfare of the residents of the Village of Oak Brook.

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 –Adoption

The Village hereby approves and adopts the ADA Transition Plan, in the form attached hereto and incorporated herein as Exhibit A as an official plan of the Village of Oak Brook.

Section Three – Effective Date

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

Section Four - Publication

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

Section Five – Conflict Clause

All resolutions, parts of resolutions 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 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 Seven – Recording

This resolution 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 vote to follow:

PASSED THIS 9th day of September 2025.

Ayes: _____

Nays: _____

Absent: _____

APPROVED THIS 9th day of September 2025.

LAURENCE E. HERMAN,
Village President

ATTEST:

NETASHA SCARPINITI,
Village Clerk

EXHIBIT A

ADA Transition Plan



ITEM 6.F.2.

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

AGENDA ITEM

Board of Trustees Regular Meeting
of
September 9, 2025

SUBJECT: Grocery Tax Ordinance

FROM: Greg Summers, Village Manager
Marilyn Fumero, Finance Director

BUDGET SOURCE/BUDGET IMPACT: Neutral

RECOMMENDED MOTION: I move that the Village Board adopt Ordinance G-1275, “An Ordinance Adopting a Municipal Grocery Retailers’ Occupation Tax and a Municipal Grocery Service Occupation Tax”.

Background/History:

Since 1990, Illinois has imposed a uniform 1% tax on groceries. While this revenue was collected by the state, it was allocated to local governments, providing a steady source of funding for essential municipal operations and services. Last year, Governor Pritzker signed Public Act 103-0781 which will, effective beginning January 1, 2026, eliminate this state collection, transferring the authority to impose this tax directly to local municipalities. To continue receiving these funds, the Village must act by October 1 to reestablish the local grocery tax.

Reestablishing the local grocery tax maintains:

- **Revenue Diversification:** It broadens the tax base by including a different set of everyday items that are less subject to economic condition variation;
- **Shifts Tax Burden to Non-Residents:** Without a typical grocery store in the community, the primary collector of this tax is Costco. Staff estimates that Costco accounts for greater than 95% of this collection and greater than 95% of Costco’s shoppers do not resident within Oak Brook;
- **Funding for Essential Services:** The revenue supports day-to-day services residents rely on such as public safety, road maintenance, public works, and community programs.
- **Financial Stability:** Continuing this revenue stream provides stability and ensures continued funding for vital projects and services.
- **Community Investment:** By investing local tax dollars back into the community, we meet

community needs and plan effectively for the future.

Potential Consequences of Not Instituting the Tax

Without this revenue, local officials would face difficult decisions, including:

- Seeking alternative funding sources, which may be more burdensome, less stable, and may more directly allocate costs to our residents.
- Potentially reducing essential services, negatively impacting residents.

Fiscal Impact

- A 1% local grocery tax is proposed to reinstate the upcoming loss of the 1% state grocery tax. Without this local tax, the village is projected to lose up to \$1,000,000 in sales tax revenue, significantly impacting the Village's ability to maintain current service levels.

Competitive Positioning

- As of September 4, 2025, 559 municipalities across Illinois have passed ordinances to continue the grocery tax locally, according to the Illinois Municipal League (IML)
- As of that same date 24 municipalities in DuPage County have passed ordinances to continue the grocery tax locally, including our immediate neighbors in Downers Grove, Hinsdale, Oakbrook Terrace and Westmont (our immediate neighbor to the east, Westchester in Cook County, has also adopted the same).

Recommendation:

Staff recommends the Village Board adopt Ordinance G-1275 "An Ordinance Adopting a Municipal Grocery Retailers' Occupation Tax and a Municipal Grocery Service Occupation Tax".

Attachments:

1. 2025-GROC-TX-G-1275

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

ORDINANCE
NUMBER 2025-GROC-TX-G-1275

AN ORDINANCE
IMPLEMENTING A MUNICIPAL GROCERY RETAILERS'
OCCUPATION TAX AND A MUNICIPAL GROCERY SERVICE
OCCUPATION TAX FOR THE VILLAGE OF OAK BROOK,
ILLINOIS

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

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

Village Board

Published in pamphlet form by authority of the
President and the Board of Trustees of the Village of Oak Brook
on this 9th day of September 2025

ORDINANCE NO. 2025-GROC-TX-G-1275

AN ORDINANCE
IMPLEMENTING A MUNICIPAL GROCERY RETAILERS' OCCUPATION TAX AND A
MUNICIPAL GROCERY SERVICE OCCUPATION TAX FOR THE VILLAGE OF OAK BROOK,
ILLINOIS

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

WHEREAS, the Illinois Municipal Code, 65 ILCS 5/1-2-1, provides that the corporate authorities of each municipality may pass all ordinances and make all rules and regulations proper or necessary, to carry into effect the powers granted to municipalities, with such fines or penalties as may be deemed proper;

WHEREAS, Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24) provides that, beginning on January 1, 2026, all Illinois municipalities may impose a tax "upon all persons engaged in the business of selling groceries at retail in the municipality" (the "Municipal Grocery Tax") (65 ILCS 5/8-11-24);

WHEREAS, the Municipal Grocery Retailers' Occupation Tax may be imposed "at the rate of 1% of the gross receipts from these sales" (65 ILCS 5/8-11-24);

WHEREAS, any Municipal Grocery Retailers' Occupation Tax shall be administered, collected and enforced by the Illinois Department of Revenue;

WHEREAS, Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24) requires any municipality imposing a Municipal Grocery Retailers' Occupation Tax under Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24) to also impose a Service Occupation Tax at the same rate, "upon all persons engaged, in the municipality, in the business of making sales of service, who, as an incident to making those sales of service, transfer groceries" as "an incident to a sale of service" (the "Municipal Grocery Service Occupation Tax") (65 ILCS 5/8-11-24);

WHEREAS, any Municipal Grocery Service Occupation Tax shall be administered, collected and enforced by the Illinois Department of Revenue;

WHEREAS, the Village President and Board of Trustees (collectively, the "Corporate Authorities") of the Village believe that it is appropriate, necessary and in the best interests of the Village and its residents, that the Village levy a Municipal Grocery Retailers' Occupation Tax as permitted by Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24); and

WHEREAS, the President and Board of Trustees of the Village believe that it is appropriate, necessary and in the best interests of the Village and its residents, that the Village levy a Municipal Grocery Service Occupation Tax as permitted by Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24).

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

Section One – Recitals.

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

Section Two – Municipal Grocery Retailers' Occupation Tax Imposed.

A tax is hereby imposed upon all persons engaged in the business of selling groceries at retail in this municipality at the rate of 1% of the gross receipts from such sales made in the course of such business while this Ordinance is in effect. The imposition of this tax is in accordance with and subject to the provisions of Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24).

Section Three – Municipal Grocery Service Occupation Tax Imposed.

A tax is hereby imposed upon all persons engaged in this municipality in the business of making sales of service, who, as an incident to making those sales of service, transfer groceries as an incident to a sale of service. The rate of this tax shall be the same rate identified in Section 2, above. The imposition of this tax is in accordance with and subject to the provisions of Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24).

Section Four - Illinois Department of Revenue to Administer Both Taxes.

The taxes hereby imposed, and all civil penalties that may be assessed as an incident thereto, shall be collected and enforced by the Department of Revenue of the State of Illinois. The Illinois Department of Revenue shall have full power to administer and enforce the provisions of this Ordinance.

Section Five - Clerk to file Ordinance with Illinois Department of Revenue.

As required under Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24), the Clerk is hereby directed to file a certified copy of this Ordinance with the Illinois Department of Revenue on or before October 1, 2025.

Section Six – Effective Date.

The taxes imposed by this Ordinance shall take effect on the later of: (i) January 1, 2026; (ii) the first day of July next following the adoption and filing of this Ordinance with the Department of Revenue, if filed on or before the preceding April 1st; or, (iii) the first day of January next following the adoption and filing of this Ordinance with the Department of Revenue, if filed on or before the preceding October 1st.

Section Seven - Repeal of Conflicting Provisions.

All ordinances, resolutions and policies or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of the conflict, expressly repealed on the effective date of this Ordinance.

Section Eight – Severability.

If any provision of this Ordinance or application thereof to any person or circumstances is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this Ordinance is severable.

Section Nine - Headings/Captions.

The headings/captions identifying the various sections and subsections of this Ordinance are for reference only and do not define, modify, expand or limit any of the terms or provisions of the Ordinance.

Section ten – Publication.

The Clerk is directed by the corporate authorities to publish this Ordinance in pamphlet form. This Ordinance shall be in full force and effect after its passage and publication in accordance with 65 ILCS 5/1-2-4.

PASSED THIS 9th day of September 2025.

Ayes: _____

Nays: _____

Absent: _____

APPROVED THIS 9th day of September 2025.

LAURENCE E. HERMAN,
Village President

ATTEST:

NETASHA SCARPINITI,
Village Clerk



ITEM 8.A.1.

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

AGENDA ITEM

Board of Trustees Regular Meeting
of
September 9, 2025

SUBJECT: Sports Core Stormwater Sewer Improvements Project

FROM: Tim O'Malley, Public Works Director

BUDGET SOURCE/BUDGET IMPACT: \$150,000 was included in the FY2025 Budget, using account #811-90400. The balance of the project cost will come out of the savings from the resurfacing of Polo Road pathway internally by the Public Works Department.

RECOMMENDED MOTION: I move that the Village Board approve Resolution R-2313, A Resolution authorizing the award of contract for the Sports Core Water Improvements Project to the lowest responsible bidder with the lowest responsive bid, Earthwerks Land Improvement and Developments Corporation, Lisle, IL, in the estimated amount of \$384,333.00 based on the attached bid tabulation and the recommendation letter from Christopher B. Burke Engineering, pending final attorney review and approval.

Background/History:

Staff posted the Sports Core Storm Water Sewer Improvements Project for bids on the Village's website on Wednesday, August 6, 2025. Seven (7) vendors downloaded the bid package. Seven (7) sealed bids were opened on Tuesday, August 19, 2025.

Earthwerks Land Improvement & Developments Corp.	Martam Construction Inc.	Everlast Blacktop Inc.	ALamp Concrete Contractors Inc.	Beritus Inc.	Trine Construction Corp.	DiMeo Brothers Inc.
\$384,333.00	\$414,914.20	\$419,667.66	\$464,999.12	\$534,257.00	\$616,230.00	\$994,938.00

The project scope consists of expanding the stormwater detention throughout the Sports Core property and re-grading the floodplain compensatory storage area. This project is to accommodate the storm water

runoff for the various projects that have been completed on the Sports Core property. The projects completed in 2024 were the re-paving of Bath and Tennis Drive, and the Bath and Tennis Parking Lot expansion. Projects completed in 2025 are the Driving Range Mats, Golf Course Parking Lot Expansion, and Repaving of Polo Drive.

Recommendation:

Staff recommends that the Village Board approve Resolution R-2313, A Resolution authorizing the award of contract for the Sports Core Water Improvements Project to the lowest responsible bidder with the lowest responsive bid, Earthwerks Land Improvement and Developments Corporation, Lisle, IL, in the estimated amount of \$384,333.00 based on the attached bid tabulation and the recommendation letter from Christopher B. Burke Engineering, pending final attorney review and approval.

Attachments:

1. 2025-PW-SWM-SC-CNTRCT-R-2313 9-3-25
2. SCStormwaterSewerImpContract
3. BID TABULATION.081925
4. Sports Core Stormwater Award Recommendation Letter_25-0820

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

RESOLUTION

NUMBER 2025-PW-SWM-SC-CNTRCT-R-2313

A RESOLUTION
APPROVING THE AWARD CONTRACT TO THE LOWEST
RESPONSIBLE BIDDER, EARTHWERKS LAND
IMPROVEMENT AND DEVELOPMENTS CORPORATION, OF
LISLE, IL FOR THE SPORTS CORE STORMWATER
IMPROVEMENTS PROJECT

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

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

Village Board

Published in pamphlet form by authority of the
President and the Board of Trustees of the Village of Oak Brook
on the 9th day of September 2025

RESOLUTION NO. 2025-PW-SWM-SC-CNTRCT-R-2313

A RESOLUTION

APPROVING THE AWARD CONTRACT TO THE LOWEST RESPONSIBLE BIDDER,
EARTHWERKS LAND IMPROVEMENT AND DEVELOPMENTS CORPORATION, OF LISLE,
IL FOR THE SPORTS CORE STORMWATER IMPROVEMENTS PROJECT

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

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

WHEREAS, a solicitation for bids for the Sports Core Stormwater Improvements Project ("Project") was posted on the Village Website on Wednesday August 6, 2025, whereby seven (7) vendors elected to download the bid documents;

WHEREAS, Staff opened and reviewed the seven (7) sealed bids that were received on Tuesday August 19, 2025, and recommends the Corporate Authorities award the contract to the lowest responsible bidder, Earthwerks Land Improvement and Developments Corporation, of Lisle (the "Company") who submitted the lowest responsive bid in the amount of \$384,333.00;

WHEREAS, Staff recommends the Corporate Authorities to approve the award of contract for the Project to Company, as further detailed in and subject to the terms and conditions of the Agreement ("Agreement"), attached hereto and incorporated herein as Exhibit A;

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

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

Section One – Recitals

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

Section Two – Approval and Award

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

Section Three – Authorization and Direction

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

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

Section Four - Other Actions Authorized

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

Section Five - Authorization of Expenditures

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

Section Six - Acts of Village Officials

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

Section Seven – Effective Date

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

Section Eight - Publication

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

Section Nine – Conflict Clause

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

Section Ten – Saving Clause

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

Section Eleven – Recording

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

PASSED THIS 9th day of September 2025.

Ayes: _____

Nays: _____

Absent: _____

APPROVED THIS 9th day of September 2025.

LAURENCE E. HERMAN,
Village President

ATTEST:

NETASHA SCARPINITI,
Village Clerk

EXHIBIT A

Agreement



REVIEW OF CONTRACTS

Awarding Agency:

VDB

Type of Contract:

Construction Services

Department:

Public Works

Program/Account Number:

811-90400

Awarded Contract Price:

\$384,333.00

Budgeted Amount:

\$150,000.00

- Remainder to
Come from
106 Rd Pathway
Imp. Savings

CONTRACT AMOUNT

☐ Under \$20,000

☐ \$500,001 - \$1,000,000

☒ \$20,000 - \$500,000

☐ Over \$1,000,000

NOTES

2025 Sports Core Stormwater Sewer
Improvements Project

DEPARTMENT DIRECTOR SIGNATURE

Name:

Prindys O'Malley

Date:

9/3/25

INITIAL REVIEWING ATTORNEY SIGNATURE

Name:

Date:

APPROVED BY VILLAGE MANAGER

Name:

Date:

FINAL REVIEW AS TO FORM ATTORNEY SIGNATURE

Name:

Date:

☐ Three (3) Originals signed by other party

Date/Initials _____

☐ Original provided to staff member for other party

Date/Initials _____

☐ Original provided to Official Files

Date/Initials _____



Village of Oak Brook

Sports Core Storm Water Sewer Improvements Project

Bid Opening Date:.....August 19, 2025
Bid Opening Time:.....10:00 AM
Bid Opening Location:.....Butler Government Center
Bid Deposit:.....10% of the Amount of Bid
Performance and Labor and Materials Bonds:100% of the Amount of Bid

Obtain information from:

Dan Schroeder, P.E.
Christopher B. Burke Engineering, Ltd.
9575 West Higgins Road, Suite 600
Rosemont, Illinois 60018
(847) 823-0500

Submit Bids to:

Rania Serences, Purchasing & Budgeting Coordinator
Butler Government Center
1200 Oak Brook Road
Oak Brook, IL 60523

Note: This cover sheet is an integral part of the contract documents and is, as are all of the following documents, part of any contract executed between the Village of Oak Brook and any successful BIDDER. Do not detach any portion of this document. Invalidation could result.



VILLAGE OF OAK BROOK
CONTRACT FOR THE CONSTRUCTION OF
SPORTS CORE STORM WATER SEWER IMPROVEMENTS PROJECT

BIDDER'S PROPOSAL

Full Name of Bidder EarthWiser Land Improvement & Development Corporation ("Bidder")
Principal Office Address 2111 Odgen Ave Urie IL 60532
Local Office Address 2111 Odgen Ave Urie IL 60532
Contact Person Dan Davies Telephone 630-482-2341

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

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

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound Bid Package, including Addenda Nos. 41, [if none, write "NONE"], which are securely stapled to the end of this Bidder's Proposal.

1. Work Proposal

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



PROPOSAL

specified in this Bid Package; (4) to pay all applicable federal, state, and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform, and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by or pursuant to, the Contract; all of which is herein referred to as the "Work."

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

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

2. Contract Price Proposal

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





PROPOSAL

SCHEDULE OF PRICES

Code	Item	Unit	Quantity	Unit Price	Total
20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	18	100.	1800.
20101000	TEMPORARY FENCE (TREE PROTECTION)	FOOT	880	5.	4400.
20200100	EARTH EXCAVATION	CU YD	2489	60.	149340.
21101505	TOPSOIL EXCAVATION AND PLACEMENT	CU YD	1455	10.	14550.
21101615	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	1170	12.	14040.
25000100	SEEDING, CLASS 1	ACRE	0.24	6000.	1440.
25000110	SEEDING, CLASS 1A	ACRE	0.34	6000.	2040.
25000115	SEEDING, CLASS 1B	ACRE	0.44	6000.	2640.
25000312	SEEDING, CLASS 4A	ACRE	0.36	10000.	3600.
25000314	SEEDING, CLASS 4B	ACRE	0.67	15000.	10500.
25100630	EROSION CONTROL BLANKET	SQ YD	9848	2.25	22158.
25100900	TURF REINFORCEMENT MAT	SQ YD	75	8.	600.
25200200	SUPPLEMENTAL WATERING	UNIT	40	1.	40.
28000400	PERIMETER EROSION BARRIER	FOOT	4110	2.	8220.
28000500	INLET AND PIPE PROTECTION	EACH	4	150.	600.
28000510	INLET FILTERS	EACH	9	150.	1350.
28100205	STONE RIPRAP, CLASS A3	TON	125	100.	12500.
28200200	FILTER FABRIC	SQ YD	120	2.	240.
54213657	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 12"	EACH	2	1300.	2600.
550A2520	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 2, 12"	FOOT	58	60.	3480.
60207605	CATCH BASINS, TYPE C, TYPE 8 GRATE	EACH	2	1800.	3600.
67100100	MOBILIZATION	L SUM	1	35000.	35000.
C2001636	SHRUB, CORNUS SERICEA (REDOSIER DOGWOOD), 3' HEIGHT, BALLED AND BURLAPPED	EACH	10	150.	1500.

PROPOSAL

C2009640	SHRUB, SAMBUCUS CANADENSIS (COMMON ELDERBERRY), 3' HEIGHT BALLED AND BURLAPPED	EACH	10	150.	1500.
X7010216	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	1	3000.	3000.
Z0013797	STABILIZED CONSTRUCTION ENTRANCE	SQ YD	196	20.	3920.
Z0018700	DRAINAGE STRUCTURES TO BE REMOVED	EACH	1	300.	300.
N/A	STORM SEWER REMOVAL, 12" DIAMETER OR LESS	FOOT	75	15.	1125.
N/A	OUTLET CONTROL STRUCTURE, 6' DIAMETER, (2) TYPE 1 FRAMES, CLOSED LIDS	EACH	1	12000	12000.
N/A	STORM SEWERS, PVC SDR 26, 12"	FOOT	510	70.	35700.
N/A	CLASS D PATCHES, 5" (SPECIAL)	SQ YD	40	100.	4000.
N/A	CONSTRUCTION LAYOUT	L SUM	1	6000.	6000.
N/A	AS-BUILT DRAWINGS	L SUM	1	6000.	6000.
N/A	ITEMS AS ORDERED BY ENGINEER	UNIT	15000	\$1.00	\$15,000.00
Bidder's Total Proposal =					384,783.⁰⁰

★ THREE HUNDRED AND EIGHTY FOUR THOUSAND - SEVEN HUNDRED AND EIGHTY THREE DOLLARS + ⁰⁰/₁₀₀ ★

B. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

- [1. ***The approximate quantities set forth in this Schedule of Prices for each Unit Price Item are Engineer's estimate only, that Owner reserves the right to increase or decrease such quantities, and that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item installed complete in place, measured on the basis defined in the Contract;***]
2. The Price Proposal includes allowances for contingencies as Bidder deems appropriate with respect to such risks and changes in the Work that Bidder or Contractor, as the case may be, is responsible for dealing with under the Contract without any equitable adjustment in the Contract Price;



PROPOSAL

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

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





PROPOSAL

3. **Contract Time Proposal**

If this Bidder's Proposal is accepted, Bidder will commence the Work immediately upon execution by Owner of the Contract Agreement ("Commencement Date") and will perform the Work diligently and continuously and will substantially complete the Work, by no later than November 21, 2025 ("Completion Date").

4. **Firm Proposal**

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

5. **Bidder Representations**

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

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

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

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

6. **Surety and Insurance**

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

7. **Bid Security**

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

PROPOSAL

for the sum of BID BOND dollars (\$ 1070), which is equal to ten (10%) percent of Bidder's Price Proposal ("Bid Security").

8. Owner's Remedies

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

9. Owner's Rights

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

10. Bidder's Obligations

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

DATED this 19th day of August, 20 25.

Attest/Witness

By:

Title:

SECRETARY

Earthwerks

Bidder

By:

Title:

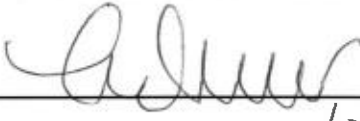
President



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

ADDENDUM #1
Village of Oak Brook
Sports Core Storm Water Sewer Improvements Project
Date: August 14, 2025

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

Signed: 
Linda DAVIES

Name of Company



Lora Davies

From: Lora Davies
Sent: Friday, August 15, 2025 8:56 AM
To: 'dschroeder@cbbel.com'
Subject: Oakbrook
Attachments: Xerox Scan_08152025085310.PDF

GM –

We, EarthWerks, have received and acknowledge addendum #1 for the above mentioned 8-19-25 bid

Lora Davies

Construction Administrator

EARTHWERKS Land Improvement & Development Corp.

2111 Ogden Ave Lisle, IL 60532

Office (630) 482-2341

Fax (630) 482-2342

Cell (708) 906-0273



None of us are above anyone else. Stay humble, show kindness. -unan

<https://www.youtube.com/watch?v=DnPTRsr2ITA>

PROPOSAL

ADDENDA TO BID PACKAGE

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

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

☐

No Addenda Received





VILLAGE OF OAK BROOK

CONTRACT FOR THE CONSTRUCTION OF

SPORTS CORE STORM WATER SEWER IMPROVEMENTS PROJECT

BIDDER'S SWORN ACKNOWLEDGMENT

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

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

COMPLETE APPLICABLE SECTION ONLY

1. Corporation

Bidder is a corporation that is organized and existing under the laws of the State of ILLINOIS, that is qualified to do business in the State of Illinois, and that is operating under the legal name of Earthwerks Land Improvement + Development Corporation

Pursuant to a Resolution of the corporation's Board of Directors taken on Earthwerks, DAN DAVIES, who is the President of the corporation, is authorized to sign this Bidder's Proposal, the Contract and all documents related thereto.

The officers of the corporation are as follows:

<u>TITLE</u>	<u>NAME</u>	<u>ADDRESS</u>
President	<u>DAN DAVIES</u>	<u>2111 Odgen Ave Lake</u>
Vice President	<u>DAN DAVIES</u>	<u>2111 Odgen Ave Lake</u>
Secretary	<u>DAN DAVIES</u>	<u>2111 Odgen Ave Lake</u>
Treasurer	<u>DAN DAVIES</u>	<u>2111 Odgen Ave Lake</u>

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



ACKNOWLEDGMENT

NAME

ADDRESS

PERCENTAGE OWNERSHIP

<u>DAN DAVIS</u>	<u>2111 Odgen Ave Lisle</u>	<u>100%</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

2. Partnership

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

The general partners of the partnership are as follows:

NAME

ADDRESS

PERCENTAGE OWNERSHIP

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

3. Individual

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

ACKNOWLEDGMENT

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

4. Joint Venture

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

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

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

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

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



ACKNOWLEDGMENT

DATED this 1st day of August, 2025.

Attest/Witness

By: [Signature]
DAN DAVIES

Title: Secretary

Earth Works Land Improvement
Bidder Developer
By: [Signature]
DAN DAVIES

Title: President



Subscribed and Sworn to

My Commission Expires: 1-10-2028

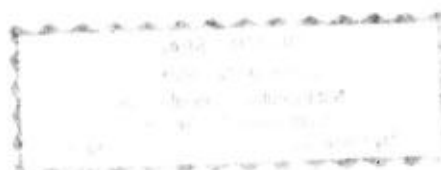
before me this 1st day
of August, 2025.

Notary Public

[Signature]



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



VILLAGE OF OAK BROOK
CONTRACT FOR THE CONSTRUCTION OF
SPORTS CORE STORM WATER SEWER IMPROVEMENTS PROJECT



BIDDER'S SWORN WORK HISTORY STATEMENT

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

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

IF NECESSARY FOR FULL DISCLOSURE, ADD SEPARATE SHEETS

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

1. Nature of Business

State the nature of Bidder's business: General Contractor, earth work

2. Composition of Work

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

<u> </u> % Federal	<u>100</u> % As Contractor	<u> </u> % Bidder's Forces
<u>100</u> % Other Public	<u> </u> % As Subcontractor	<u>10</u> % Subcontractors
<u> </u> % Private		<u>10</u> % Materials

3. Years in Business

State the number of years that Bidder, under its current name and organization, has been continuously engaged in the aforesaid business: 29 years

WORK HISTORY STATEMENT

4. Predecessor Organizations

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

<u>NAME</u>	<u>ADDRESS</u>	<u>YEARS</u>

5. Business Licenses

List all business licenses currently held by Bidder:

<u>ISSUING AGENCY</u>	<u>TYPE</u>	<u>NUMBER</u>	<u>EXPIRATION</u>
<u>INDOT</u>	<u>Pre Qual</u>	<u>1602</u>	<u>4/30/26</u>
<u>IDHR</u>	<u>Eligible Bidder</u>	<u>131067-60</u>	<u>3/19/29</u>
<u>CDB</u>	<u>Pre Qual</u>	<u>31914</u>	<u>4/30/26</u>

6. Related Experience

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

	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Owner Name	<u>Naperville Park District</u>	<u>County of DuPage</u>	<u>Village of Carolanville</u>
Owner Address	<u>320 W. Jackson</u> <u>Naperville IL</u>	<u>West Jackson</u> <u>Bedmore Ave</u> <u>Village Park IL</u>	<u>155 S. Washington</u> <u>Carolanville IL</u>
Reference	<u>Peggy Motter</u>	<u>Janie Locke</u>	<u>Ed Szydlowski</u>
Telephone Number	<u>630-848-5213</u>	<u>630-407-6705</u>	<u>224-243-1637</u>
Type of Work	<u>West branch river</u> <u>stabilization</u>	<u>Wetland Park</u> <u>improvements</u>	<u>Riverfront Park</u>



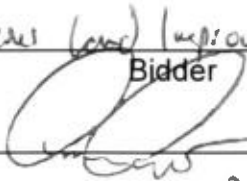
WORK HISTORY STATEMENT

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

DATED this 19th day of August, 2025.

Attest/Witness

By: 
 Title: Secretary

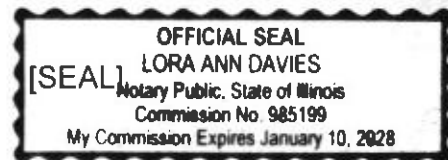
By: 
 Title: President



Subscribed and Sworn to
before me this 19th day
of August, 2025.

Notary Public

My Commission Expires: 1-10-2028



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



THE
LIBRARY
OF THE
UNITED STATES
DEPARTMENT OF
THE INTERIOR
BUREAU OF LAND MANAGEMENT
WASHINGTON, D. C.

VILLAGE OF OAK BROOK
CONTRACT FOR THE CONSTRUCTION OF
SPORTS CORE STORM WATER SEWER IMPROVEMENTS PROJECT

BID BOND

KNOW ALL MEN BY THESE PRESENTS: that

Earthwerks Land Improvement and Development Corporation 2111 Ogden Avenue, Lisle, IL 60532,
(Here insert full name and address of Bidder)

as Principal, hereinafter called Bidder, and

Harco National Insurance Company 4200 Six Forks Road, Suite 1400, Raleigh, NC 27609
(Here insert full name and address of Surety)

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

WHEREAS, Bidder has submitted a Bidder's Proposal dated August 19th, 2025, to Owner entitled "Contract for the Construction of **SPORTS CORE STORM WATER SEWER IMPROVEMENTS PROJECT** Bidder's Proposal" (the "Proposal"), the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

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

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

Figure 2

BID BOND

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

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

Signed and sealed this 19th day of August, 2025.

~~Attest~~/Witness:

By:

Title:

Attest/Witness:

By:

Title:

PRINCIPAL

By:

Title:

SURETY

By:

Title:

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

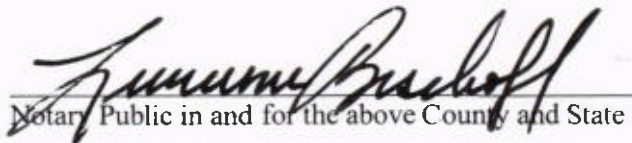


Surety Company Acknowledgement

STATE OF **ILLINOIS**
COUNTY OF **COOK**

SS:

On this 19th day of August 2025, before me personally appeared **Christine Eitel** to me known, who, being by me duly sworn, did depose and say: that (s)he resides at **Schaumburg, Illinois**, that (s)he is the **Attorney in Fact** of Harcos Natural Insurance Company the corporation described in and which executed the annexed instrument; that (s)he knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that (s)he signed his/her name thereto by like order; and that the liabilities of said corporation do not exceed its assets as ascertained in the manner provided by law.


Notary Public in and for the above County and State

My Commission Expires: 04/22/26



POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Bond # Bid Bond

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

MIKE POHL, KIRK A. LISKIEWITZ, COURTNEY A. FLASKA, SAMANTHA BRADTKE, CHRISTINE EITEL, LUCIANNE BISCHOFF

Schaumburg, IL

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2024



STATE OF NEW JERSEY
County of Essex

STATE OF ILLINOIS
County of Cook



Michael F. Zurcher

Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

On this 31st day of December, 2024, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2029

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, **August 19, 2025**

A00319

Irene Martins, Assistant Secretary



August 12, 2025

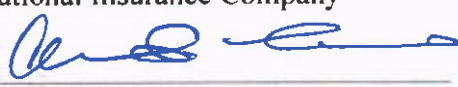
Village of Oak Brook
1200 Oak Brook Road
Oak Brook, IL 60523

Gentlemen:

Through this agency Earthwerks Land Improvement and Development Corporation has advised Harco National Insurance Company that Village of Oak Brook is receiving bids on the 19th day of August, 2025 . Earthwerks Land Improvement and Development Corporation has also advised that they are submitting a bid for Sports Core Stormwater Sewer Improvements Project .

In the event the bid of Earthwerks Land Improvement and Development Corporation is accepted, a contract is awarded to this bidder and this bidder so requests, Harco National Insurance Company is prepared to underwrite the above referenced performance and payment bond upon review of the final contract documents.

Harco National Insurance Company

BY: 

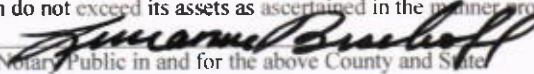
Christine Eitel, Attorney In Fact



Surety Company Acknowledgement

STATE OF **ILLINOIS**
COUNTY OF **COOK** SS:

On this **August 12, 2025**, before me personally appeared **Christine Eitel**, to me known, who, being by me duly sworn, did depose and say: that (s)he resides at **Schaumburg, Illinois**, that (s)he is the **Attorney in Fact of Harco National Insurance Company**, the corporation described in and which executed the annexed instrument; that (s)he knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that (s)he signed his/her name thereto by like order; and that the liabilities of said corporation do not exceed its assets as ascertained in the manner provided by law.


Notary Public in and for the above County and State

My Commission Expires: 04/22/26



POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Bond # Letter

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

MIKE POHL, KIRK A. LISKIEWITZ, COURTNEY A. FLASKA, SAMANTHA BRADTKE, CHRISTINE EITEL, LUCIANNE BISCHOFF

Schaumburg, IL

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2024



STATE OF NEW JERSEY
County of Essex

STATE OF ILLINOIS
County of Cook



Michael F. Zurcher

Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

On this 31st day of December, 2024, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2029

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, **August 12, 2025**

Irene Martins, Assistant Secretary

Village of Oak Brook
Sports Core Storm Water Sewer Improvements Project
Bid Tabulation (Bid Opening August 19, 2025 - 10:00 AM)
Project No. 240677



ITEM NO.	ITEM CODE	ITEM DESCRIPTION	UNIT	QUANTITY	ENGINEER'S ESTIMATE		EARTHWORKS AND IMPROVEMENT DEVELOPMENT		MARTAM CONSTRUCTION INC.		EVERLAST BLACKTOP INC.		ALAMP CONCRETE CONTRACTORS, INC.		BERITUS, INC.		TRINE CONSTRUCTION CORP.		DIMEO BROTHERS, INC.	
1	20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	18	60	\$ 1,080.00	\$ 100.00	\$ 1,800.00	\$ 61.00	\$ 1,098.00	\$ 42.00	\$ 756.00	\$ 130.00	\$ 2,340.00	\$ 35.00	\$ 630.00	\$ 51.20	\$ 921.60	\$ 83.00	\$ 1,494.00
2	20101000	TEMPORARY FENCE (TREE PROTECTION)	FOOT	880	4	\$ 3,520.00	\$ 5.00	\$ 4,400.00	\$ 4.00	\$ 3,520.00	\$ 7.50	\$ 6,600.00	\$ 2.85	\$ 2,508.00	\$ 3.00	\$ 2,640.00	\$ 8.96	\$ 7,884.80	\$ 14.00	\$ 12,320.00
3	20200100	EARTH EXCAVATION	CU YD	2489	60	\$ 149,340.00	\$ 60.00	\$ 149,340.00	\$ 48.00	\$ 119,472.00	\$ 45.00	\$ 112,005.00	\$ 54.23	\$ 134,978.47	\$ 85.00	\$ 211,565.00	\$ 56.96	\$ 141,773.44	\$ 80.00	\$ 199,120.00
4	21101505	TOPSOIL EXCAVATION AND PLACEMENT	CU YD	1455	50	\$ 72,750.00	\$ 10.00	\$ 14,550.00	\$ 20.00	\$ 29,100.00	\$ 20.00	\$ 29,100.00	\$ 20.00	\$ 29,100.00	\$ 45.00	\$ 65,475.00	\$ 27.52	\$ 40,041.60	\$ 58.00	\$ 84,390.00
5	21101615	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	1170	8	\$ 9,360.00	\$ 12.00	\$ 14,040.00	\$ 7.50	\$ 8,775.00	\$ 5.20	\$ 6,084.00	\$ 9.15	\$ 10,705.50	\$ 8.00	\$ 9,360.00	\$ 32.00	\$ 37,440.00	\$ 12.00	\$ 14,040.00
6	25000100	SEEDING, CLASS 1	ACRE	0.24	3500	\$ 840.00	\$ 6,000.00	\$ 1,440.00	\$ 4,000.00	\$ 960.00	\$ 8,000.00	\$ 1,920.00	\$ 2,025.00	\$ 486.00	\$ 3,000.00	\$ 720.00	\$ 19,200.00	\$ 4,608.00	\$ 20,000.00	\$ 4,800.00
7	25000110	SEEDING, CLASS 1A	ACRE	0.34	3500	\$ 1,190.00	\$ 6,000.00	\$ 2,040.00	\$ 4,000.00	\$ 1,360.00	\$ 8,000.00	\$ 2,720.00	\$ 2,220.00	\$ 754.80	\$ 3,000.00	\$ 1,020.00	\$ 20,480.00	\$ 6,963.20	\$ 20,000.00	\$ 6,800.00
8	25000115	SEEDING, CLASS 1B	ACRE	0.44	3500	\$ 1,540.00	\$ 6,000.00	\$ 2,640.00	\$ 4,000.00	\$ 1,760.00	\$ 8,000.00	\$ 3,520.00	\$ 2,275.00	\$ 1,001.00	\$ 3,000.00	\$ 1,320.00	\$ 21,760.00	\$ 9,574.40	\$ 22,000.00	\$ 9,680.00
9	25000312	SEEDING, CLASS 4A	ACRE	0.36	3500	\$ 1,260.00	\$ 10,000.00	\$ 3,600.00	\$ 4,000.00	\$ 1,440.00	\$ 8,000.00	\$ 2,880.00	\$ 2,215.00	\$ 797.40	\$ 6,000.00	\$ 2,160.00	\$ 23,040.00	\$ 8,294.40	\$ 25,000.00	\$ 9,000.00
10	25000314	SEEDING, CLASS 4B	ACRE	0.67	3500	\$ 2,345.00	\$ 15,000.00	\$ 10,050.00	\$ 5,500.00	\$ 3,685.00	\$ 8,000.00	\$ 5,360.00	\$ 5,375.00	\$ 3,601.25	\$ 6,000.00	\$ 4,020.00	\$ 24,320.00	\$ 16,294.40	\$ 22,000.00	\$ 14,740.00
11	25100630	EROSION CONTROL BLANKET	SQ YD	9848	3	\$ 29,544.00	\$ 2.25	\$ 22,158.00	\$ 1.40	\$ 13,787.20	\$ 5.25	\$ 51,702.00	\$ 1.35	\$ 13,294.80	\$ 1.50	\$ 14,772.00	\$ 1.54	\$ 15,165.92	\$ 8.00	\$ 78,784.00
12	25100900	TURF REINFORCEMENT MAT	SQ YD	75	10	\$ 750.00	\$ 8.00	\$ 600.00	\$ 22.00	\$ 1,650.00	\$ 12.00	\$ 900.00	\$ 9.85	\$ 738.75	\$ 5.00	\$ 375.00	\$ 15.36	\$ 1,152.00	\$ 90.00	\$ 6,750.00
13	25200200	SUPPLEMENTAL WATERING	UNIT	40	100	\$ 4,000.00	\$ 1.00	\$ 40.00	\$ 55.00	\$ 2,200.00	\$ 1.00	\$ 40.00	\$ 0.01	\$ 0.40	\$ 100.00	\$ 4,000.00	\$ 128.00	\$ 5,120.00	\$ 10.00	\$ 400.00
14	28000400	PERIMETER EROSION BARRIER	FOOT	4110	4	\$ 16,440.00	\$ 2.00	\$ 8,220.00	\$ 3.50	\$ 14,385.00	\$ 2.00	\$ 8,220.00	\$ 2.90	\$ 11,919.00	\$ 4.00	\$ 16,440.00	\$ 4.80	\$ 19,728.00	\$ 8.00	\$ 32,880.00
15	28000500	INLET AND PIPE PROTECTION	EACH	4	150	\$ 600.00	\$ 150.00	\$ 600.00	\$ 320.00	\$ 1,280.00	\$ 160.00	\$ 640.00	\$ 15.00	\$ 60.00	\$ 350.00	\$ 1,400.00	\$ 279.04	\$ 1,116.16	\$ 750.00	\$ 3,000.00
16	28000510	INLET FILTERS	EACH	9	150	\$ 1,350.00	\$ 150.00	\$ 1,350.00	\$ 310.00	\$ 2,790.00	\$ 160.00	\$ 1,440.00	\$ 15.00	\$ 135.00	\$ 250.00	\$ 2,250.00	\$ 272.64	\$ 2,453.76	\$ 250.00	\$ 2,250.00
17	28100205	STONE RIPRAP, CLASS A3	TON	125	125	\$ 15,625.00	\$ 100.00	\$ 12,500.00	\$ 106.00	\$ 13,250.00	\$ 95.00	\$ 11,875.00	\$ 92.35	\$ 11,543.75	\$ 65.00	\$ 8,125.00	\$ 158.46	\$ 19,807.50	\$ 100.00	\$ 12,500.00
18	28200200	FILTER FABRIC	SQ YD	120	5	\$ 600.00	\$ 2.00	\$ 240.00	\$ 6.00	\$ 720.00	\$ 2.00	\$ 240.00	\$ 8.00	\$ 960.00	\$ 5.00	\$ 600.00	\$ 7.63	\$ 915.60	\$ 8.00	\$ 960.00
19	54213657	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 12"	EACH	2	1500	\$ 3,000.00	\$ 1,300.00	\$ 2,600.00	\$ 1,711.00	\$ 3,422.00	\$ 2,600.00	\$ 5,200.00	\$ 3,925.00	\$ 7,850.00	\$ 2,500.00	\$ 5,000.00	\$ 3,108.10	\$ 6,216.20	\$ 3,500.00	\$ 7,000.00
20	550A2520	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 2, 12"	FOOT	58	100	\$ 5,800.00	\$ 60.00	\$ 3,480.00	\$ 138.00	\$ 8,004.00	\$ 141.00	\$ 8,178.00	\$ 173.00	\$ 10,034.00	\$ 120.00	\$ 6,960.00	\$ 107.13	\$ 6,213.54	\$ 200.00	\$ 11,600.00
21	60207605	CATCH BASINS, TYPE C, TYPE 8 GRATE	EACH	2	3000	\$ 6,000.00	\$ 1,800.00	\$ 3,600.00	\$ 3,360.00	\$ 6,720.00	\$ 3,900.00	\$ 7,800.00	\$ 3,150.00	\$ 6,300.00	\$ 4,500.00	\$ 9,000.00	\$ 3,197.70	\$ 6,395.40	\$ 3,500.00	\$ 7,000.00
22	67100100	MOBILIZATION	L SUM	1	20000	\$ 20,000.00	\$ 35,000.00	\$ 35,000.00	\$ 22,000.00	\$ 22,000.00	\$ 14,191.66	\$ 14,191.66	\$ 31,000.00	\$ 31,000.00	\$ 25,000.00	\$ 25,000.00	\$ 37,000.00	\$ 37,000.00	\$ 195,000.00	\$ 195,000.00
23	C2001636	DOGWOOD), 3' HEIGHT, BALLED AND BURLAPPED	EACH	10	150	\$ 1,500.00	\$ 150.00	\$ 1,500.00	\$ 165.00	\$ 1,650.00	\$ 800.00	\$ 8,000.00	\$ 122.10	\$ 1,221.00	\$ 150.00	\$ 1,500.00	\$ 160.00	\$ 1,600.00	\$ 2,000.00	\$ 20,000.00
24	C2009640	ELDERBERRY), 3' HEIGHT BALLED AND BURLAPPED	EACH	10	150	\$ 1,500.00	\$ 150.00	\$ 1,500.00	\$ 165.00	\$ 1,650.00	\$ 800.00	\$ 8,000.00	\$ 128.50	\$ 1,285.00	\$ 150.00	\$ 1,500.00	\$ 160.00	\$ 1,600.00	\$ 2,000.00	\$ 20,000.00
25	X7010216	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	1	5000	\$ 5,000.00	\$ 3,000.00	\$ 3,000.00	\$ 20,000.00	\$ 20,000.00	\$ 3,000.00	\$ 3,000.00	\$ 54,000.00	\$ 54,000.00	\$ 20,000.00	\$ 20,000.00	\$ 57,088.00	\$ 57,088.00	\$ 50,000.00	\$ 50,000.00
26	Z0013797	STABILIZED CONSTRUCTION ENTRANCE	SQ YD	196	50	\$ 9,800.00	\$ 20.00	\$ 3,920.00	\$ 26.00	\$ 5,096.00	\$ 36.00	\$ 7,056.00	\$ 20.00	\$ 3,920.00	\$ 50.00	\$ 9,800.00	\$ 83.20	\$ 16,307.20	\$ 80.00	\$ 15,680.00
27	Z0018700	DRAINAGE STRUCTURES TO BE REMOVED	EACH	1	750	\$ 750.00	\$ 300.00	\$ 300.00	\$ 760.00	\$ 760.00	\$ 700.00	\$ 700.00	\$ 700.00	\$ 700.00	\$ 2,500.00	\$ 2,500.00	\$ 110.07	\$ 110.07	\$ 1,500.00	\$ 1,500.00
28	N/A	STORM SEWER REMOVAL, 12" DIAMETER OR LESS	FOOT	75	20	\$ 1,500.00	\$ 15.00	\$ 1,125.00	\$ 16.00	\$ 1,200.00	\$ 30.00	\$ 2,250.00	\$ 1.00	\$ 75.00	\$ 15.00	\$ 1,125.00	\$ 27.52	\$ 2,064.00	\$ 20.00	\$ 1,500.00
29	N/A	OUTLET CONTROL STRUCTURE, 6' DIAMETER, (2) TYPE 1 FRAMES, CLOSED LIDS	EACH	1	20000	\$ 20,000.00	\$ 12,000.00	\$ 12,000.00	\$ 16,810.00	\$ 16,810.00	\$ 16,000.00	\$ 16,000.00	\$ 17,150.00	\$ 17,150.00	\$ 20,000.00	\$ 20,000.00	\$ 37,766.68	\$ 37,766.68	\$ 18,500.00	\$ 18,500.00
30	N/A	STORM SEWERS, PVC SDR 26, 12"	FOOT	510	90	\$ 45,900.00	\$ 70.00	\$ 35,700.00	\$ 133.00	\$ 67,830.00	\$ 129.00	\$ 65,790.00	\$ 146.00	\$ 74,460.00	\$ 100.00	\$ 51,000.00	\$ 111.33	\$ 56,778.30	\$ 225.00	\$ 114,750.00
31	N/A	CLASS D PATCHES, 5" (SPECIAL)	SQ YD	40	100	\$ 4,000.00	\$ 100.00	\$ 4,000.00	\$ 176.00	\$ 7,040.00	\$ 87.50	\$ 3,500.00	\$ 92.00	\$ 3,680.00	\$ 100.00	\$ 4,000.00	\$ 412.79	\$ 16,511.60	\$ 200.00	\$ 8,000.00
32	N/A	CONSTRUCTION LAYOUT	L SUM	1	5000	\$ 5,000.00	\$ 6,000.00	\$ 6,000.00	\$ 10,000.00	\$ 10,000.00	\$ 4,500.00	\$ 4,500.00	\$ 8,500.00	\$ 8,500.00	\$ 7,500.00	\$ 7,500.00	\$ 10,080.00	\$ 10,080.00	\$ 9,000.00	\$ 9,000.00
33	N/A	AS-BUILT DRAWINGS	L SUM	1	5000	\$ 5,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,500.00	\$ 6,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,900.00	\$ 4,900.00	\$ 7,500.00	\$ 7,500.00	\$ 6,244.23	\$ 6,244.23	\$ 6,500.00	\$ 6,500.00
34	N/A	ITEMS AS ORDERED BY THE ENGINEER	UNIT	15000	1	\$ 15,000.00	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00
					TOTAL	\$ 461,884.00	TOTAL	\$ 384,333.00	TOTAL	\$ 414,914.20	TOTAL	\$ 419,667.66	TOTAL	\$ 464,999.12	TOTAL	\$ 534,257.00	TOTAL	\$ 616,230.00	TOTAL	\$ 994,938.00
					As Read:		\$ 384,783.00		\$ 414,914.20		\$ 419,667.66		\$ 464,999.12		\$ 534,257.00		\$ 617,030.00		\$ 994,858.00	



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

August 20, 2025

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

Attention: Timothy O'Malley, Public Works Director

Subject: Sports Core Storm Water Sewer Improvements Project
Recommendation of Award

Dear Mr. O'Malley:

Christopher B. Burke Engineering, Ltd. (CBBEL) has reviewed the seven (7) bids that were opened and read publicly at 10:00 a.m. on August 19, 2025 at the Village Hall (bid tabulation attached). The apparent low bidder was Earthwerks Land Improvement and Development Corporation with a total bid amount of \$384,333.00. This differs from the as-read total noted in the bid tabulation.

CBBEL has reviewed the proposal documents and verified that Earthwerks Land Improvement and Development Corporation is indeed the lowest responsible bidder. CBBEL recommends award of the Sports Core Storm Water Sewer Improvements Project to:

Earthwerks Land Improvement and Development Corporation
2111 Ogden Avenue
Lisle, Illinois 60532

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

Sincerely,

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

Dan Schroeder, PE
Senior Project Manager



ITEM 8.A.2.

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

AGENDA ITEM

Board of Trustees Regular Meeting
of
September 9, 2025

SUBJECT: Ordinance Increasing the Number of Class A-1 Authorized Liquor Licenses by One

FROM: Netasha Scarpiniti, Clerk

BUDGET SOURCE/BUDGET IMPACT: N/A

RECOMMENDED MOTION: I move to approve Ordinance G-1277, An Ordinance Amending Title 4, Chapter 1, Section 8A of the Village Code of the Village of Oak Brook, Illinois by increasing by one to forty-three the number of authorized class A-1 liquor licenses for TS Dev Oak Brook, 1225 West 22nd St, Suite 120, Oak Brook, IL 60523

Background/History:

The 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.

TS Dev Oak Brook, LLC is opening a restaurant at 1225 West 22nd St, Suite 120, in the former Michael Jordan's space. They have applied for and paid the applicable application fee for an A-1 Liquor License. If approved, this will increase the number of Class A-1 Licenses by one to forty-three. Prior to the issuance of their Liquor License, staff will ensure that all documentation has been received and Development Services has approved their location.

Recommendation:

Staff recommends that the Village Board approve Ordinance G-1277, An Ordinance Amending Title 4, Chapter 1, Section 8A of the Liquor Control Ordinance, to increase the number of authorized Class A-1 liquor licenses by one to Forty-Three for TS Dev Oak Brook

Attachments:

1. Ordinance-LC-AL-G-1277 - Increase A-1 by one for TS Dev Oak Brook
2. TS Dev Oak Brook, LLC Application

THE VILLAGE OF OAK BROOK

COOK AND DUPAGE COUNTIES, ILLINOIS

ORDINANCE

2025-LC-AL-G-1277

AN ORDINANCE AMENDING THE VILLAGE OF OAK BROOK
CODE OF ORDINANCES, AS AMENDED, TITLE 4
(BUSINESS AND LICENSE REGULATIONS), CHAPTER 1
(LIQUOR CONTROL), SECTION 8A (FEES AND NUMBER OF
LICENSES AUTHORIZED) TO INCREASE THE NUMBER OF
AUTHORIZED CLASS A-1 LIQUOR LICENSES BY ONE TO
FORTY-THREE FOR TS DEV OAK BROOK, LLC.

TS DEV OAK BROOK, LLC
1225 WEST 22ND ST, SUITE 120, 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 9th day of September 2025

ORDINANCE 2025-LC-AL-G-1277

AN ORDINANCE AMENDING THE VILLAGE OF OAK BROOK CODE OF ORDINANCES, AS AMENDED, TITLE 4 (BUSINESS AND LICENSE REGULATIONS), CHAPTER 1 (LIQUOR CONTROL), SECTION 8A (FEES AND NUMBER OF LICENSES AUTHORIZED) TO INCREASE THE NUMBER OF AUTHORIZED CLASS A-1 LIQUOR LICENSES BY ONE TO FORTY-THREE FOR TS DEV OAK BROOK, LLC.

TS DEV OAK BROOK, LLC., 1225 WEST 22ND ST, SUITE 120., 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 decrease from time to time by ordinance approved by the Village President and Village Board of Trustees (collectively the "Corporate Authorities") due to changes in ownership of licensed premises, the creation of a new and deserving business enterprise, or the abandonment, revocation, surrender or other termination of an existing license; and

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

TS Dev Oak Brook, LLC, 1225 West 22nd St., Suite 120, 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	42 43
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 9th day of September 2025.

Laurence E. Herman
Village President

PASSED THIS 9th day of September 2025.

Ayes: _____

Nays: _____

Absent: _____

ATTEST:

Netasha Scarpiniti
Village Clerk



LL-91

Liquor License

Status: Active

Submitted On: 8/22/2025

Primary Location

1225 22ND ST Unit 120

OAK BROOK, IL 60523

Owner

FRANKLIN OAK BROOK 22
LLC

1900 SPRING RD STE 100

OAK BROOK , IL 60523

Applicant

 Lily Bianchini

 213-519-5858

 lily@liquorlicense.com

 1624 Market Street

Suite 311

Denver , CO 80202

Business Information

Is this a renewal or new liquor license application?* 

New Application

Establishment Name * 

TS Dev Oak Brook, LLC

Establishment Address: *

1225 West 22nd Street, Suite 120

Oak Brook, IL 60523

Entity Type *

Limited Liability Company

Corporation or LLC Name *

TS Dev Oak Brook, LLC

Corporate or LLC Address: *

1624 Market Street, Suite 311

City *

Denver

State*

CO

Zip Code*

80202

Brief description of business:*

Full service restaurant

Length of time in business *

Almost 20 years

Ownership of Premises *

Leased

If leased, provide copy of lease for full period of license and provide the following information:

Name of Lessor*

Franklin Oak Brook 22, LLC

Address of Lessor*

1900 Spring Road, Suite 100

City, State & Zip of Lessor*

Oak Brook, Illinois 60523

Date of Lease Expiration*

03/05/2040

LLC Members

Name*

The ONE Group LLC

Role*

Manager

Percentage of interest held*

100

Phone Number*

303-228-9927

Qualifications

Has applicant, the manager or any person or entity listed as Officer, Shareholder, Member, Manager or Partner ever been convicted of a violation of any Federal or State law concerning the manufacture, possession or sale of alcoholic liquor, or forfeited their bond for failure to appear in court to answer charges for any such violation?*

No

Has any liquor license issued to the applicant ever been revoked, suspended, or denied?*

No

Has applicant made application for similar or other liquor license on premises other than described in this application?*

No

Has applicant, the manager or any person or entity listed as Officer, Shareholder, Member, Manager or Partner ever been convicted of a gambling offense in violation of Section 28-3 of the Criminal Code of the State of Illinois (720 ILCS 5.28-1, et seq.), as heretofore or hereafter amended, or as proscribed by a statute replaced by any of the aforesaid statutory provisions?*

No

Has applicant, the manager or any person or entity listed as Officer, Shareholder, Member, Manager or Partner ever been convicted of a felony? *

No

Has applicant, the manager or any person or entity listed as Officer, Shareholder, Member, Manager or Partner ever been convicted of being the keeper of, or is keeping, a house of ill fame*

No

Has applicant, the manager or any person or entity listed as Officer, Shareholder, Member, Manager or Partner ever been convicted of pandering or other crime or misdemeanor opposed to public decency and morality? *

No

Liquor License Application

Descriptions of the various liquor license types can be found at Oak Brook Municipal Code - Chapter 1. If you have additional questions, call 630-368-5038.

Class A-1: Consumption On Premise, Restaurant Dining Seating Ratio 3.5:1 Or Greater
\$2,750.00

Class A-1 With Extended Hours: Consumption On Premise With Late Hours

Class A-2: Consumption On Premise, Restaurant Dining Seating Ratio Less Than 3.5:1
\$2,750.00

Class A-3: Consumption On Premise, Tavern (with food service)
\$2,750.00

Class A-4: Consumption On Premise, Located within a Retail Store less than 25,000 sq.
ft.
\$2,750.00

Class A-5: Consumption On Premise, Located within a Retail Store 25,000 to 45,000 sq.
ft.
\$2,750.00

Class A-6: Primarily for Consumption on Premise, With On Site Brewing Operation
\$2,750.00

Class B: Package Sales, Not For Consumption of Premise
\$2,750.00

Class C: Consumption On Premise, Regularly Organized Clubs
\$2,200.00

Class D: Consumption Off Premise With Food Service, Catering
\$2,200.00

Class E: Consumption On Premise, Hotels
\$4,950.00

Class F: Consumption On Premise, Special Events (one-time)
\$50.00 per event

Class G: Consumption On Premise, Sports Core

Class H Consumption On Premise, Municipal Property, Not Including Sports Core

Class I: Consumption On Premise, Movie Theater
\$2,750.00

Class J: Beer & Wine Only; BYOB Restaurant
\$500.00

Class K: Beer & Wine Only; Coffee Shop
\$2,750.00

Class L: Beer & Wine Only; Food Hall
\$2,750.00

Class M: Consumption On Premise, Special Events (annual)
\$500.00

Class N: Consumption On Premise, Spa, Nail or Beauty Salon
\$2,750.00

Class O: Consumption On Premise, Retirement Community

\$2,750.00

Class P: Consumption On Premise, Jewelry Store

Type of Liquor License Requested: *

Class A-1 With Extended Hours

Are you requesting additional license types?*

No

Please check each specific location within this establishment where alcoholic liquor is being offered for retail sale:

Bar

☒

Patio

☒

Banquet Room

☒

Dining Area

☒

1. Other

☐

2. Other

☐

Please select an option below regarding your General Manager and Liquor Manager:

General Manager and Liquor Manager are two separate individuals

☐

General Manager and Liquor Manager are the same person

☒

Liquor Manager is unknown at this time

☐

Full name of person operating as Liquor Manager of the premises:*

Anthony Antol

Liquor Manager Home Address:*

5134 W Ainslie St, Chicago, IL 60630

Liquor Manager Phone Number:*

213-898-3115

Liquor Manager Date of Birth: *

03/04/1996

Insurance Requirements

Certificate of general liability insurance with limits of not less than \$1,000,000 combined single limit or \$1,000,000 per occurrence and per aggregate naming the Village of Oak Brook as a party insured issued by an insurance company licensed to do business in the State of Illinois having a "Best" rating acceptable to the Village.

The effective period of such insurance coverage shall coincide with the period the liquor license is in effect. Policy of liquor liability insurance by a responsible insurance company authorized and licensed to do business in the state insuring such applicant in the amount of not less than one million dollars (\$1,000,000).

This will be required prior to license issuance, but your preliminary review can take place before this is submitted.

**Please enter the date of expiration for your: Certificate
of Insurance***

09/01/2025

Attestations

I, the Applicant, of the above licensee, hereby certify under oath, that the foregoing application is true and correct and all information previously submitted on the original application, including the floor plan, has not changed. I further understand that any incorrect or fraudulent statement made in this application constitutes grounds for immediate suspension and/or revocation of the liquor license herein sought.

The undersigned, does further state as follows:

That the undersigned is empowered to prepare and sign this application on behalf of the applicant.

That the undersigned has reviewed this application, and all attachments and submittals, and that the information contained herein is true and accurate.

That the undersigned, on behalf of the Applicant, acknowledges and agrees that a false statement knowingly made in this application shall bar the Applicant from further consideration and the application shall be denied.

That the undersigned is not disqualified to receive a liquor license by reason of any matter or thing contained in the laws of this state, or the ordinances of the Village.

That the undersigned will not violate any of the laws of the State of Illinois, or of the United States, including but not limited to the Americans With Disabilities Act, or any ordinances of the Village in the conduct of the applicant's place of business.

I, the undersigned, hereby certify that the above statements are true and correct to the best of my knowledge.

I hereby certify that as the applicant,

I am the owner of the business

☐

I have the owner's authorization to submit this application on their behalf

☒

If the person completing this application is a representative of the applicant, please provide the following information.

Registered Agent Information:

Name:*

Lily Bianchini

Phone Number:*

213-519-5858

Address: *

2222 Damon Street, Los Angeles, CA
90021

Email Address: *

lily@liquorlicense.com

Digital Signature*



Lily Bianchini

Aug 22, 2025

Acknowledgements

Applicant understands and agrees that additional information and material may be required during the processing of this application related to applicant's qualifications, the information provided herein, including attachments, and the class of license involved.

Applicant agrees to provide such additional information and material and that failure to do so may delay the processing of this application or result in its denial.

Applicant understands that no liquor license shall be issued to any person:

- a. for premises upon which theatrical or other live performances which include the types of conduct enumerated in Section 3-55 of Chapter 3 of The Oak Brook Village Code. This prohibition includes, but is not limited to, any entertainment, fashion show or other presentation which may include any person in a nude or semi-nude state, including, but not limited to, servers, hosts, hostesses, dancers, singers, models or other performance artists, or role playing interactions.
- b. for the sale at retail of any alcoholic liquor within one hundred (100) feet of any church, school, hospital, home for the aged or indigent persons or for veterans, their spouses or children or any military or naval stations.
- c. for premises upon which a men's or women's club is located.

In the event Applicant is made aware that any information or document submitted, as part of this application process is inaccurate or incomplete, Applicant agrees to immediately notify the Village and provide appropriate corrections. Applicant understands and agrees to provide such additional information and material, and that failure to do so may delay the processing of this application or result in its denial.

Digital Signature*



Lily Bianchini

Aug 22, 2025

Adding Guests

If there are any people, besides yourself, that you want to receive updates about this application, you can add them as guests to the application after you have submitted it.

Guests will be allowed to view the application, add attachments, and pay fees.

[Learn how to add guest users.](#)

Business Registry

The business registry must be completed if not done so already in order to consider this application complete. Please click below to start the application. Please skip this step if you have this completed.

[Start business registry application](#)

REMINDERS

Attachment Reminder:

Please remember your application will not be considered complete until we receive all requested documentation and fees.

Payment Reminder:

If you will be sending Cash or Check for your method of payment, please remit payment to the address listed below:

**Village of Oak Brook
Licensing Department
1200 Oak Brook Rd.
Oak Brook, IL 60523**

Signage Reminders:

Illinois establishments engaged in the retail and food and beverage industries that are licensed to sell alcoholic beverages are required to post certain information related to the sale or consumption of alcoholic beverages. These include:

- Illinois Government Warning – Pregnancy**
- Illinois Notice: All State & Local Taxes Included Sign**
- Illinois Proof of Age Sign**
- Illinois Display of Co-Branded Alcoholic Beverages Sign**

To print sign please follow the link:

[Government Warning Signs](#)

**OPERATING AGREEMENT
OF
TS DEV OAK BROOK, LLC**

November 8, 2024

1. General. The undersigned sole member (the “**Member**”) of TS Dev Oak Brook, LLC, a Delaware limited liability company (the “**Company**”), makes this Operating Agreement as of the date set forth above (this “**Agreement**”). The Member agrees to conduct the Company’s affairs in a manner consistent with the Delaware Limited Liability Company Law (“**Act**”), the Company’s Certificate of Formation (the “**Charter**”) and this Agreement. In the event of any conflict, this Agreement shall control to the extent permitted by law. The provisions of this Agreement are for the regulation of the member and the Company, are not intended for the benefit of non-member creditors and do not grant any rights to non-member creditors.

2. Duration of Company. The Company shall have perpetual existence unless and until dissolved by action of the member.

3. Purpose. The Company may engage in any activities permitted under the Act and determined from time to time by the Member.

4. Membership Interests. Membership interests in the Company shall be expressed in percentages. The ONE Group, LLC holds a 100-percent membership interest in the Company.

5. Management by Manager. The affairs of the Company shall be managed by a manager, which shall be The ONE Group, LLC (“**Manager**”) as of the date hereof. The Manager shall be responsible for the overall management of the Company and shall have decision-making authority with respect to the Company.

6. Action by Member. The Member may act at a meeting or by written consent. Any signature on any written consent of the Member that is transmitted by facsimile or email and received by or on behalf of the Company shall be as effective as an original signature. Any written consent of the Member shall be filed with the minutes of the proceedings of the Member.

7. Member Approval of Certain Matters. The approval of the Member shall be required for amendment of this Agreement or the Charter, a merger or consolidation of the Company, a conversion of the Company, the dissolution of the Company or a sale of all or substantially all of the assets of the Company.

8. LLC Officers. The Manager may appoint officers of the Company from time to time (each, an “**LLC Officer**”). The LLCs Officers, acting under the supervision and oversight of the Member, shall be responsible for carrying out the directions of the Manager and for the day-to-day, ordinary course operations of the Company. Each LLC Officer shall be an agent for the Company with the powers set forth herein or in any written delegation of authority approved by the Manager and shall act in accordance with this Section 8 or any such written delegation. Each LLC Officer shall have authority to sign on behalf of and thereby bind the Company with respect to matters that are within the authority of the LLC Officer either under this Section 8 or

any written delegation approved by the Manager or by reason of any specific approval of the same by the Member in accordance with Section 7.

(a) The LLC Officers appointed from time to time may include a President and Chief Executive Officer, a Chief Operating Officer, one or more Vice Presidents, a Chief Financial Officer, a Secretary, and any other officer designated by the Manager. The Company may also have one or more Assistant Secretaries and one or more other assistant officers. Each such LLC Officer shall have the duties and powers provided for in this Section 8. There shall be no LLC Officers as of the date of this Agreement. The Manager may from time to time (i) appoint such LLC Officers and agents, if any, having such duties and powers as the Manager in its discretion may deem necessary or appropriate or (ii) authorize any officer of the Manager or any LLC Officer to appoint assistant and subordinate LLC Officers and prescribe their respective duties and powers.

(b) Appointment of any LLC Officer, employee or agent, whether by action of the Manager or as otherwise permitted under this Section 8, shall not in and of itself create contract rights. An LLC Officer may hold more than one office in the Company, including the offices of President and Chief Executive Officer and of Secretary. An LLC Officer may but need not be an officer of the Manager. Each LLC Officer shall hold office at the pleasure of the Manager or until the LLC Officer's death, resignation or removal, with or without cause, by action by the Manager. Any LLC Officer may resign at any time upon written notice to the Company. The Manager or any LLC Officer who appointed an assistant or subordinate LLC Officer or other agent may remove such assistant or subordinate LLC Officer or other agent, with or without cause. The removal of any LLC Officer, employee or agent shall not prejudice the contract rights, if any, of such LLC Officer, employee or agent.

(c) In addition to such authority as any LLC Officer may have under this Agreement or as may from time to time be expressly delegated to any LLC Officer by the Manager, each LLC Officer shall have authority to execute such contracts, certificates, documents and instruments on behalf of the Company as are within the scope of the LLC Officer's level of responsibility and authority within the Company and are entered into in the ordinary course of business in respect of the LLC Officer executing the same or within the established practice of the Company with respect to the delegation of authority to such LLC Officer. Subject to compliance by the relevant LLC Officer with the foregoing, the signature of the LLC Officer on behalf of the Company shall be binding on the Company.

(d) The duties and powers of each of the following LLC Officers, if appointed, shall be as follows:

(i) *President and Chief Executive Officer.* The President and Chief Executive Officer shall have overall responsibility for the management of the business of the Company and for the operations and functioning of the Company, subject to the oversight and control of the Manager. The President and Chief Executive Officer shall have and exercise such powers and duties as may be delegated to or vested in such LLC Officer from time to time by the Manager, this Agreement or any agreement entered into by the Company and such LLC Officer.

(ii) *Chief Operating Officer.* The Chief Operating Officer shall be the chief operating officer of the Company and, subject to the direction of the Manager and the

President and Chief Executive Officer, shall have general charge and supervision of the business operations of the Company. In the absence of the President and Chief Executive Officer, the Chief Operating Officer shall perform the duties of the President and Chief Executive Officer. The Chief Operating Officer shall perform such other duties as the Manager or the President and Chief Executive Officer shall specify from time to time. The Chief Operating Officer shall report to the President and Chief Executive Officer and to the Manager from time to time as the Manager or the President and Chief Executive Officer may direct.

(iii) *Vice Presidents.* The Vice Presidents, if any, shall have such titles as are conferred on them by this Agreement or the Manager. Each Vice President shall have such powers and perform such duties as may from time to time be assigned to such LLC Officer by the Manager, the President and Chief Executive Officer or the Chief Operating Officer.

(iv) *Chief Financial Officer.* The Chief Financial Officer shall have the custody of the Company funds and securities and shall keep complete and accurate accounts of all receipts and disbursements of the Company and shall deposit all monies and other valuable effects of the Company in the Company's name and to its credit in such banks and other depositories as may be approved from time to time by the Manager. The Chief Financial Officer shall disburse the funds of the Company, taking proper vouchers and receipts for such disbursements. The Chief Financial Officer shall have such other powers and perform such other duties as the Manager or the President and Chief Executive Officer shall from time to time prescribe. The Company may also have one or more assistants having duties and authority with respect to the matters within the authority of the Chief Financial Officer as the Manager, the President and Chief Executive Officer or the Chief Financial Officer may from time to time prescribe.

(v) *Secretary.* The Secretary shall keep a record of all meetings of the members in a book or books to be kept for that purpose. The Secretary shall give, or cause to be given, notice of all meetings of the members and shall perform such other duties as may be prescribed by the Manager, the President and Chief Executive Officer or the Chief Operating Officer, under whose supervision the Secretary shall be. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be. The Company may also have one or more Assistant Secretaries having duties and authority with respect to the matters within the authority of the Secretary as the Manager, the President and Chief Executive Officer, the Chief Operating Officer or the Secretary may from time to time prescribe.

9. Limited Liability; Indemnification. The liability of the Manager and each LLC Officer shall be limited to the fullest extent permitted by law. The Company shall indemnify, defend and hold harmless the Manager and each LLC Officer acting within the scope of his, her or its authority against any loss, cost and expense he, she or it may incur by reason of acting in such capacity.

10. Capital Contributions. The Member may make capital contributions to the Company from time to time. The Member shall not be obligated to make any capital contribution

to the Company. The Member shall not have personal liability for the repayment of any capital contribution.

11. Profits and Losses. The profits and losses of the Company shall pass through to the Member and be reported by the Member for tax purposes.

12. Distributions of Cash or Other Property. The Company will from time to time make distributions of cash or property to the Member, at such times and in such amounts as are determined by the Member.

13. Transfers of Interests; Right to Pledge. Upon any transfer of an interest in the Company, the transferee shall be an assignee only unless admitted as a member in a writing that binds the transferee to all provisions of this Agreement executed by the transferee and by the Manager or an LLC Officer on behalf of the Company with the approval of the Manager with respect to the admission of the transferee as a member. Notwithstanding the foregoing, the Member may pledge all of its right, title and interest in the Company to a commercial lender and, upon foreclosure, the secured party or other successful bidder at a foreclosure sale or other disposition will (a) automatically succeed to all of such pledged right, title and interest, including without limitation the right to participate in the management of the business and affairs of the Company under this Agreement and its status as a member under the Act, (b) automatically be admitted as a member of the Company effective immediately before the debtor ceases to be a member, and (c) in no event be liable for the obligations of the Member assignor to make contributions to the Company.

14. Withdrawal; Dissolution. The Member does not have the right or power to withdraw voluntarily from the Company. Any purported withdrawal shall be ineffective, shall be a breach of this Agreement and shall not entitle the Member to any distribution from the Company. Notwithstanding the foregoing, the Company may be dissolved at any time with the approval of the Member.

[Signature page follows.]

IN WITNESS WHEREOF, the Member has executed this Agreement as of the date first set forth above.

THE ONE GROUP, LLC

By: Tyler Loy
Name: Tyler Loy
Title: Chief Financial Officer

Acknowledgement of Manager:

The ONE Group, LLC

By: Tyler Loy
Name: Tyler Loy
Title: Chief Financial Officer

RESPONSIBLE ALCOHOL SERVICE

- Company is committed to serving alcohol responsibly. Managers and staff must take all reasonable steps to prevent underage drinking and alcohol overconsumption.
- To be served an alcoholic beverage, any Guest who appears to be under the age of **35** needs to provide documentation showing they are 21 or older.
- Although pregnant women are advised not to drink you cannot refuse them service on moral grounds.



IDENTIFICATION

Acceptable forms include:

- A valid passport booklet
- A valid U.S. Passport Card
- A valid U.S. Driver's License.
- A valid U.S. Military Identification card with a date of birth and a photo.
- A valid U.S. state-issued identification card.



Not Acceptable IDs

- Immigrations Cards
- Student IDs
- Voter Registration Cards
- Foreign State issued ID cards
- Social Security Cards

Only acceptable
Foreign Identification is an
Unexpired Passport!



Checking an ID

- ID must be physically provided!
- Check for damage or alteration
- Check date of Birth
- Check date of Expiration
- Confirm that the photo matches the individual providing the ID
- Confirm that the Hologram or photo window match the primary photo

SCAN THE ID

OUR SCANNERS WORK ON IDS AND
PASSPORTS

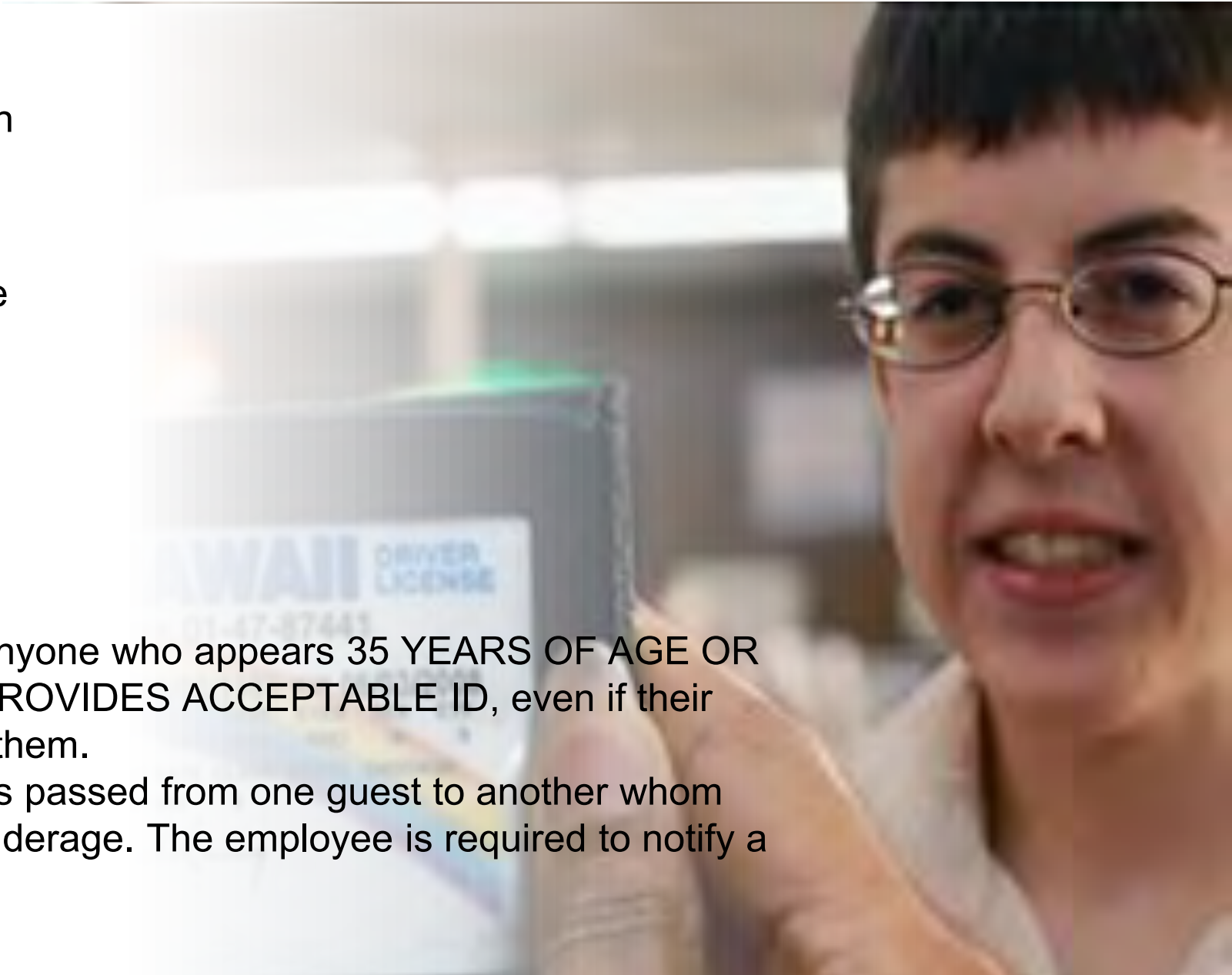


IDENTIFICATION

- Notify a manager if the identification appears to be altered or fake.
- If an authentic or valid id cannot be presented, the employee will refuse service of alcoholic beverages to the Guest.
- If a guest cannot provide an ID but has been served alcohol: Remove the alcohol and immediately inform your manager.

under any circumstances is to serve anyone who appears 35 YEARS OF AGE OR YOUNGER UNLESS THAT GUEST PROVIDES ACCEPTABLE ID, even if their parents or someone else vouches for them.

Also, you are to be aware of any drinks passed from one guest to another whom you know does not have an ID or is underage. The employee is required to notify a manager immediately.



SERVICE, RESPONSIBILITY, AND LIABILITY

- By law, servers and managers have the right and responsibility to refuse the service of alcohol to any person who appears to be intoxicated, who is under the legal drinking age, or who is a known, habitual alcoholic.

- If someone enters your station visibly intoxicated, you must prevent that individual from driving away. If he/she insists on leaving, notify the manager so he/she can notify the police. Also, offer a sober alternative (taxi) in the presence of a witness, and document it immediately.



WHAT IS DRAM SHOP LAW?

- Third-party liability or Dram Shop laws read; that the server of alcohol and the restaurant establishment is held liable when a Guest consumes alcohol, leaves the premises, and then causes injury or death to themselves or someone else.



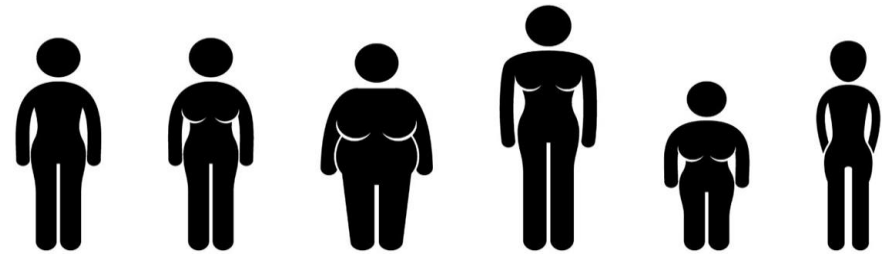
HOW ALCOHOL AFFECTS THE BODY

- Alcohol affects people differently. Different variables are body size, body type, and gender, but it works in the body the same way for everyone.
- B.A.C. means Blood Alcohol Concentration and refers to how much alcohol is in the blood.
- The best ways to slow down the rate at which alcohol is absorbed into the bloodstream are to moderate the amount of alcohol consumed and to get the guest to eat fatty food while drinking.
- How much alcohol is in the blood and brain and how quickly it arrives depends on body size, body type, and gender.

HOW ALCOHOL AFFECTS THE BODY

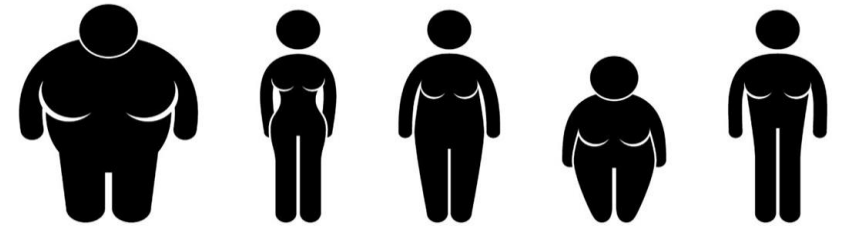
Body Size

- A larger, heavier person will show fewer effects from alcohol than a smaller or lighter person.



Body Type

- Given the same amount of alcohol, a muscular individual will have a lower blood alcohol concentration than a person with much body fat.



Gender

- Women tend to absorb alcohol faster than men because they are usually smaller and have less water in their bodies. Water dilutes alcohol in the body.

HOW ALCOHOL AFFECTS THE BODY

Low-Risk Guests

- Appear to be healthy, under no heavy stress or other emotional condition, with a normal appetite, and some experience drinking alcoholic beverages.

High-Risk Guests

- The appearance of being tired, tense, irritated, or emotionally upset, have not eaten or are dieting, are novice drinkers, are ill or on medication.



GREEN LIGHT

YELLOW LIGHT

RED LIGHT

- Company's system for rating a guest's alcohol consumption is based on your average, everyday traffic light. The colors green, yellow, and red are codes used to communicate with your co-workers the condition of a guest.
- Observe changes in a guest's behavior by initiating conversation. This will help you determine their level: green, yellow, or red.



GREEN

- Some indicators of a guest at the GREEN level are that they are relaxed, comfortable, maybe talkative, and happy. They can be served whatever they order. Suggest food to a green guest and keep track of the number of drinks they consume.



YELLOW

- Some indicators of a guest at the YELLOW level are that they are more talkative and somewhat louder... quieter, have relaxed inhibitions, are overly friendly, or are giddy. In later yellow stages, their judgment may become impaired. They may increase the rate at which they drink and buy drinks for others, even total strangers. When they near the red, they might become argumentative, use foul language freely, and their reactions start to slow down as they become uncoordinated.
- Notify the bartender and manager if you have someone in the yellow. It does not do any good if a guest is cut off and can still get drinks at the bar. Slow down the service of alcohol and go with food and non-alcoholic beverages. You must notify the manager when a guest is in the yellow before you have a problem.



**The only thing that
sobers someone up is
Time**



RED

- Some indicators of a guest at the RED level are that they may have a glassy-eyed look. Their movements may appear slow and uncoordinated. They may spill a drink, drop things, stumble, or fall. They may lose their train of thought, make irrational statements or become hostile – even violent.
- Stop serving the guest alcohol and notify the manager. The manager on duty is the person who will cut off service to any guest who is visibly intoxicated. We do not want the guest to drive. You could be responsible if the guest gets into an accident and injures him or herself or someone else. Let the manager handle the situation.



RED

- Managers have been trained for specific situations and will know the best steps. They will remove a guest's drink if they believe they are intoxicated, enlist any sober friends who are present with an intoxicated person to drive or will call a friend or a taxi for any visibly intoxicated guest. If an intoxicated guest refuses help or insists upon driving, the manager will call the police.

- It is a myth that coffee will sober up an intoxicated individual. Coffee, food, or cold showers will not “sober up” an intoxicated individual. The only thing that works is time.





Search Ilsos.gov...

(https://www.ilsos.gov/search/searchgoogle.html)

Driver's
Licenses & ID
Cards

Vehicles,
Plates &
Titles

Business
Services

More
Services

Business Entity Search

Entity Information

Entity Name

TS DEV OAK BROOK, LLC

Principal Address

1624 MARKET STREET SUITE 311
DENVER,CO 802020000

File Number

15386908

Status

ACTIVE on 11-12-2024

Entity Type

LLC

Type of LLC

Foreign

Org. Date/Admission Date

11-12-2024

Jurisdiction

DE

Duration

PERPETUAL

Annual Report

Filing Date

00-00-0000

Annual Report

Year

Agent Information

C T CORPORATION SYSTEM

208 SO LASALLE ST, SUITE 814

CHICAGO, IL 60604-1101

Agent Change Date

11-12-2024

Services and More Information

Choose a tab below to view services available to this business and more information about this business.

- Available Services
- Managers
- Old LLC Name
- Assumed Name
- Series Name
- File History

Purchase Master Entity Certificate of Good Standing

- Adopting Assumed Name (<https://apps.ilsos.gov/llcassumedadoptname/>)
- Change of Registered Agent and/or Registered Office (<https://apps.ilsos.gov/llcagentchange/>)

Certificate of Completion

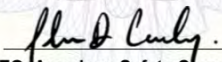
ANTHONY ANTOL

Has diligently and with merit completed the
Off-Premise BASSET Alcohol Certification
from the American Safety Council.

BASSET Student ID Number
928249300

GRADUATION DATE

1/27/2024


CEO, American Safety Council



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/11/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Alliant Insurance Services, Inc. 32 Old Slip New York NY 10005	CONTACT NAME: Jillian McCord PHONE (A/C, No, Ext): E-MAIL ADDRESS: Jillian.McCord@alliant.com	FAX (A/C, No):
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Starr Indemnity & Liability Co		38318
INSURER B: Travelers Casualty Insurance Co		19046
INSURER C: Continental Casualty Company		20443
INSURER D: Valley Forge Insurance Company		20508
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 515274102**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y	Y	1000100271 241	9/1/2024	9/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			1000692586 241	9/1/2024	9/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			CUP-4S875611-24-NF	9/1/2024	9/1/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A	WC 8 18822235 WC 8 18825815	4/1/2025 4/1/2025	4/1/2026 4/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Liquor Liab			1000100271 241	9/1/2024	9/1/2025	Each Common Cause Aggregate 2,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: 1225 West 22nd Street, Suite 120, Oak Brook, Illinois 60523

THE VILLAGE OF OAK BROOK, ITS OFFICIALS EMPLOYEES, VOLUNTEERS AND AGENTS are included as Additional Insured with regards to the General Liability as required by written contract subject to the policy terms and conditions. Coverage is Primary and Non-Contributory with regards to the General Liability as required by written contract subject to the policy terms and conditions. Waiver of Subrogation applies with regards to the General Liability policy as required by written contract subject to the policy terms and conditions.

CERTIFICATE HOLDER**CANCELLATION**

Village of Oakbrook
1200 Oakbrook Road
Oak Brook IL 60523

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – VENDORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s) (Vendor)	Your Products
Where Required By Written Contract	ALL YOUR PRODUCTS
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) (referred to throughout this endorsement as vendor) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" shown in the Schedule of this endorsement which are distributed or sold in the regular course of the vendor's business.

However:

1. The insurance afforded to such vendor only applies to the extent permitted by law; and
2. If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.

B. With respect to the insurance afforded to these vendors, the following additional exclusions apply:

1. The insurance afforded the vendor does not apply to:
 - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the vendor;
 - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from

the manufacturer, and then repackaged in the original container;

e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) The exceptions contained in Subparagraphs d. or f.; or

(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

C. With respect to the insurance afforded to these vendors, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the vendor is required by a contract or agreement, the most we will pay on behalf of the vendor is the amount of insurance:

1.Required by the contract or agreement; or

2.Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

ADDITIONAL INSURED- OWNERS, LESSEES, OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

Policy Number: 1000100271241

Effective Date: 09/01/2024 at 12:01 A.M.

Named Insured: The One Group Hospitality, Inc.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

NAME OF PERSON OR ORGANIZATION:

Where Required By Written Contract

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

A. SECTION II -WHO IS AN INSURED is amended to include as an insured;

The person or organization shown in the schedule, but only with respect to liability arising out of your ongoing operations performed for that additional insured.

B. With respect to the insurance afforded to these additional insureds, SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. -Exclusions, is amended to include the following additional exclusion;

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or,
- (2) that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All other terms and conditions remain unchanged.



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

Policy Number: 1000100271241 **Effective Date:** 09/01/2024 at 12:01 A.M.
Named Insured: The One Group Hospitality, Inc.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SECTION II - WHO IS AN INSURED, is amended to include as an additional insured:

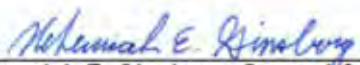
Any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you. However, the insurance provided will not exceed the lesser of:

- The coverage and/or limits of this policy, **or**
- The coverage and/or limits required by said contract or agreement.

All other terms, exclusions, and conditions of this policy remain unchanged.

Signed for STARR INDEMNITY & LIABILITY COMPANY


Steve Blakey, President


Nehemiah E. Ginsburg, General Counsel



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

Policy Number: 1000100271241

Effective Date: 09/01/2024 at 12:01 A.M.

Named Insured: The One Group Hospitality, Inc.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
Where Required By Written Contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A.** In the performance of your ongoing operations; or
- B.** In connection with your premises owned by or rented to you.

All other terms and conditions of this Policy remain unchanged.



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT – AUTOMATIC STATUS WHEN REQUIRED IN LEASE AGREEMENT WITH YOU

Policy Number: 1000100271241 **Effective Date:** 09/01/2024 at 12:01 A.M.

Named Insured: The One Group Hospitality, Inc.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Who Is An Insured (Section II) is amended to include as an additional insured any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

B. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

All other terms and conditions of this Policy remain unchanged.



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT

Policy Number: 1000100271241

Effective Date: 09/01/2024 at 12:01 A.M.

Named Insured: The One Group Hospitality, Inc.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
Where Required By Written Contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

B. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

All other terms and conditions of this Policy remain unchanged

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

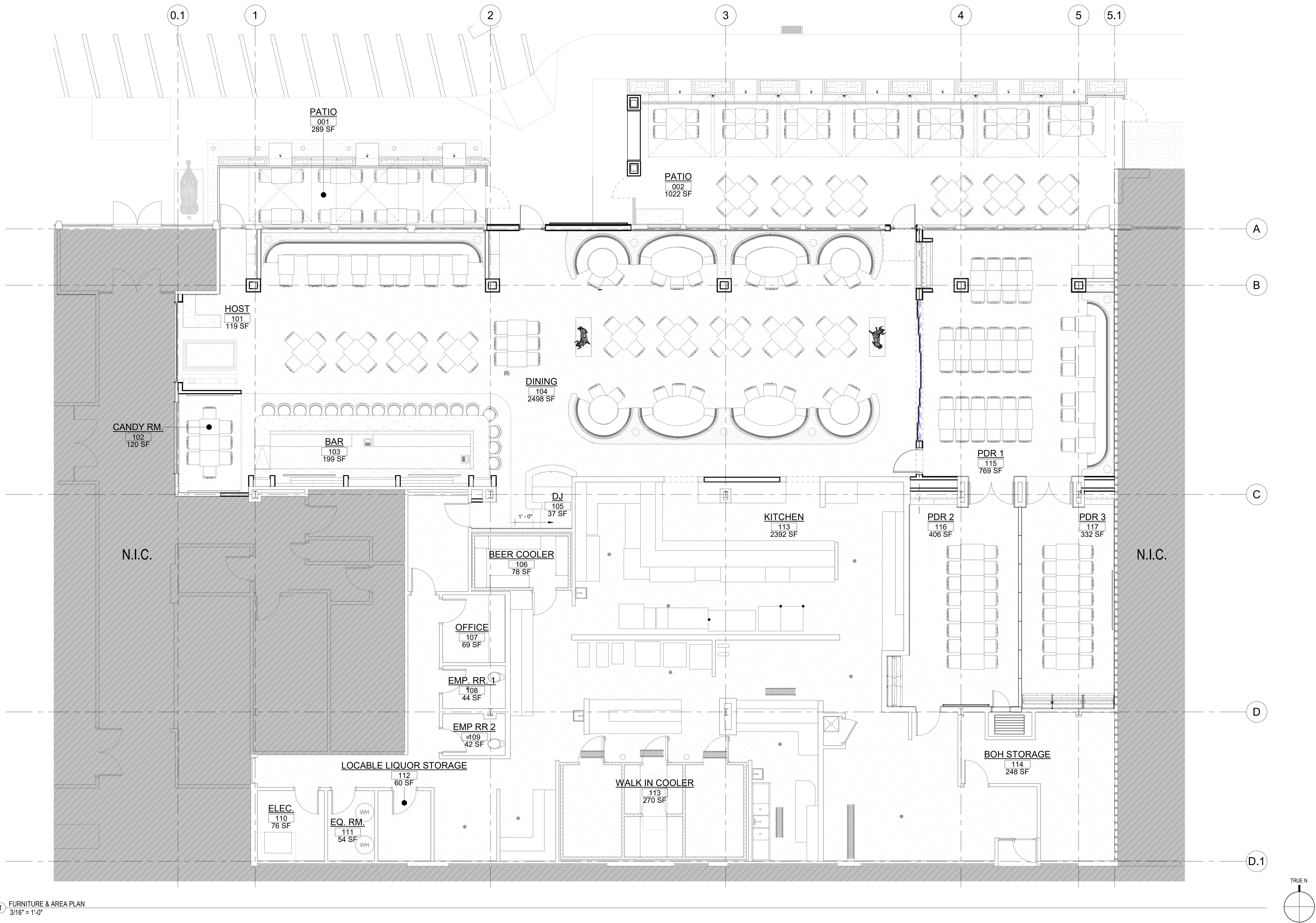
COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
Any person or organization to whom you become obligated to waive your rights of recovery against, under any contract or agreement you enter into prior to the occurrence of loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.



1 FURNITURE & AREA PLAN
3/16" = 1'-0"

SEAT COUNT LEGEND:

INTERIOR:

CANDY ROOM	8
BAR	18
DINING	98
PDR 1	44
PDR 2	16
PDR 3	16

SUB. INTERIOR 200

EXTERIOR:

PATIO 001	16
PATIO 002	52

SUB. EXTERIOR 68

TOTAL 268

PROJECT AREA:

INTERIOR GROSS SQUARE FEET	9,126
EXTERIOR GROSS SQUARE FEET	1,515
TOTAL PROJECT AREA	10,641

TS DEV OAK BROOK, IL

1225 22ND STREET,
OAK BROOK, IL 60523

FOR REFERENCE

DELTA ISSUE DESCRIPTION DATE

Owner Approval
2520-004 3/16" = 1'-0"
Job No. Scale

FURNITURE & AREA PLAN

A-5.1

**RETAIL LEASE
OAK BROOK TWENTY TWO
OAK BROOK, ILLINOIS**

FRANKLIN OAK BROOK 22, LLC, an Illinois limited liability company

Landlord,

and

TS DEV OAK BROOK, LLC,
a Delaware Limited Liability Company

Tenant

Effective Date: March 5, 2025

TABLE OF CONTENTS

<u>Article</u>	<u>Page</u>
1. USE AND RESTRICTIONS ON USE	1
2. TERM	4
3. RENT; PERCENTAGE RENT	5
4. RENT ADJUSTMENT	8
5. INTENTIONALLY DELETED.....	11
6. ALTERATIONS.....	11
7. REPAIR.....	12
8. LIENS	13
9. ASSIGNMENT AND SUBLETTING.....	13
10. INDEMNIFICATION	15
11. INSURANCE.....	16
12. WAIVER OF SUBROGATION.....	17
13. SERVICES AND UTILITIES.....	17
14. HOLDING OVER	18
15. SUBORDINATION	18
16. RULES AND REGULATIONS.....	19
17. ENTRY BY LANDLORD; OTHER RIGHTS RESERVED	19
18. DEFAULT	20
19. REMEDIES	21
20. TENANT’S BANKRUPTCY OR INSOLVENCY	23
21. QUIET ENJOYMENT.....	24
22. CASUALTY	24
23. EMINENT DOMAIN	25
24. SALE BY LANDLORD	25
25. ESTOPPEL CERTIFICATES	25
26. SURRENDER.....	26
27. RELOCATION	26
28. NOTICES.....	26
29. BROKER DISCLOSURE/COMMISSIONS.....	26
30. MISCELLANEOUS	27
31. PARKING	30
32. SIGNAGE	33

Table of Contents (continued)

	<u>Page</u>
33. LIMITATION OF LANDLORD’S LIABILITY	34
34. GUARANTY	34
35. OPTION TO RENEW	34
36. TENANT’S EXCLUSIVE.....	34
37. CERTAIN RESTAURANT EQUIPMENT/SYSTEMS AND MAINTENANCE	36
38. ROOFTOP EQUIPMENT	37
39. EXHIBIT CONTINGENCY.....	37
EXHIBIT A FLOOR PLAN DEPICTING THE PREMISES	
EXHIBIT A-1 SITE PLAN	
EXHIBIT A-2 EXISTING OUTDOOR SEATING AREA	
EXHIBIT A-3 OUTDOOR SEATING AREA TERMS AND CONDITIONS	
EXHIBIT A-4 TRASH RECEPTACLE LOCATION	
EXHIBIT B WORKLETTER	
EXHIBIT C COMMENCEMENT DATE MEMORANDUM	
EXHIBIT D RULES AND REGULATIONS	
EXHIBIT D-1 GREEN BUILDING PRACTICES	
EXHIBIT E FORM OF GUARANTY	
EXHIBIT F INTENTIONALLY OMITTED	
EXHIBIT G RESERVED PARKING SPACES	
EXHIBIT H SIGNAGE CRITERIA	
EXHIBIT I TENANT’S CONCEPT PLAN, APPROVED SIGNAGE AND FAÇADE IMPROVEMENTS	
EXHIBIT J PYLON SIGNAGE	
EXHIBIT K FORM OF SNDA	
EXHIBIT L FLOOD DISCLOSURE	

RETAIL LEASE

REFERENCE PAGES

PROPERTY: Oak Brook Twenty Two
1211, 1225, 1301 and 1315 West 22nd Street
Oak Brook, Illinois 60523

BUILDING: 1225 West 22nd Street
Oak Brook, Illinois 60523

LANDLORD: Franklin Oak Brook 22, LLC, an Illinois limited
liability company

LANDLORD'S ADDRESS: Franklin Oak Brook 22, LLC
1900 Spring Road, Suite 100
Oak Brook, Illinois 60523
Attention: Ray Warner

and a copy to:

Nixon Peabody LLP
70 West Madison Street, Suite 5200
Chicago, Illinois 60602
Attention: David B. Allswang, Esq.

RENT PAYMENT ADDRESS: Franklin Oak Brook 22, LLC
c/o Franklin Partners
1900 Spring Road, Suite 100
Oak Brook, Illinois 60523

TENANT: TS Dev Oak Brook, LLC
a Delaware limited liability company

TENANT'S NOTICE ADDRESS: TS Dev Oak Brook, LLC
1624 Market Street, Suite 311
Denver, CO 80202-1518
Attention: Chief Executive Officer

With a copy to:

TS Dev Oak Brook, LLC
1624 Market Street, Suite 311
Denver, CO 80202-1518
Attention: Chief Financial Officer

PREMISES: 1225 West 22nd Street, Suite 120
Oak Brook, Illinois 60523, together with the
right to use the Outdoor Seating Area as set forth
in Section 1.13.

PREMISES RENTABLE AREA AND LOCATION: Deemed to be 8,455 rentable square feet on the
first (1st) floor of the Building (for outline of
Premises see **Exhibit A**)

PERMITTED USE: [REDACTED]
restaurant and bar, and for no other use.

ESTIMATED COMMENCEMENT DATE: The date that is one (1) day following the date on
which Tenant no longer has the right to terminate
this Lease under Section 2.5 below

RENT COMMENCEMENT DATE: The earlier of: (i) the date upon which Tenant
opens for business at the Premises to the public,
and (ii) subject to Section 8(e) in **Exhibit B**
attached hereto, the date that is one hundred eighty
(180) days from the Commencement Date.

TERM OF LEASE: One Hundred Eighty (180) Months from the Rent
Commencement Date. As used herein, the term
“**Month**” shall mean each calendar month during
the Term (and if the Rent Commencement Date
does not occur on the first (1st) day of a calendar
month, the period from the Rent Commencement
Date to the first (1st) day of the next calendar
month (the “**First Partial Month**”) shall be
included in the first (1st) Month for purposes of
determining the duration of the Term and the
monthly installment of Base Rent applicable for
the First Partial Month.

TERMINATION DATE: The last day of the one hundred eightieth (180th)
Month.

BASE RENT (Article 3)

<u>Period</u>	<u>Per Square Foot</u>	<u>Annual Base Rent</u>	<u>Monthly Installment</u>
Months 1-60	\$75.00	\$634,125.00	\$52,843.75
Months 61-120	\$82.50	\$697,537.50	\$58,128.13
Months 121-180	\$90.75	\$767,291.25	\$63,940.94

Months 181-240*	\$99.83	\$844,062.65	\$70,338.55
Months 241-300**	\$109.80	\$928,359.00	\$77,363.25
Months 301-360***	\$120.78	\$1,021,194.90	\$85,099.58

*First Renewal Term, if applicable.

**Second Renewal Term, if applicable.

***Third Renewal Term, if applicable.

TENANT'S PROPORTIONATE SHARE: 2.17% (8,455 divided by 389,111)

SECURITY DEPOSIT: None.

BUILDING BUSINESS HOURS: Monday - Friday 8:00 am - 6:00 pm
Saturday 8:00 am - 1:00 pm

TRADE NAME:



PARKING: See Article 31.

LANDLORD'S BROKER: CBRE, Inc.

TENANT'S BROKER: Avison Young

GUARANTOR: ONE Group Hospitality, Inc.

The Reference Pages information is incorporated into and made a part of the Lease. In the event of any conflict between any Reference Pages information and the Lease, the Lease shall control. The Lease includes the Exhibits referenced in the Table of Contents, all of which are made a part of the Lease.

RETAIL LEASE

By this Lease Landlord leases to Tenant and Tenant leases from Landlord the Premises in the Building at the Property as set forth and described on the Reference Pages. The Premises are depicted on the floor plan attached hereto as **Exhibit A**, and the Building and the Property are depicted on the site plan attached hereto as **Exhibit A-1**. Each reference in this Lease to the term Property shall include the Building, as well as all other buildings at the Property, the parking facilities, the land on which they are located, and any other common areas, as they exist from time to time, unless the context requires otherwise, and subject to the provisions of this Lease. The Reference Pages, including all terms defined thereon, are incorporated as part of this Lease.

1. USE AND RESTRICTIONS ON USE.

1.1 The Premises are to be used solely for the Permitted Use. Tenant shall not do or permit anything to be done in or about the Premises which will in any way materially or unreasonably obstruct or interfere with the rights of other tenants or occupants of the Building or Property, and shall not allow the Premises to be used for any immoral, unlawful, or objectionable purpose or commit any waste. Tenant shall operate its business in a first-class, appealing and attractive manner and in compliance with all governmental laws, ordinances and regulations applicable to the use and occupancy of the Premises and its condition, and shall promptly comply with all governmental orders and directions for the correction, prevention and abatement of any violations at the Building or Property caused or permitted by or resulting from the specific use by Tenant of the Premises, all at Tenant's sole expense. Notwithstanding the foregoing, Tenant shall not be obligated to make any structural alterations, additions or improvements or other alterations, additions or improvements for items identified as Landlord's responsibility under Section 7.1 below to comply with any such laws, ordinances, regulations, orders or directions unless the non-compliance arises from Tenant's specific use or from alterations, additions or improvements performed by Tenant. Tenant shall not do or permit anything to be done on or about the Premises or bring or keep anything into the Premises which will in any way increase the rate of, invalidate or prevent the procuring of any insurance protecting against loss or damage to the Building or Property or any of their contents by fire or other casualty or against liability for damage to property or injury to persons in or about the Building or Property or any part thereof.

1.2 Tenant acknowledges that the Building or Property, at Landlord's option, may be operated in accordance with standards for the certification of environmentally sustainable, high performance buildings or aspects of their performance, including the U.S. EPA's Energy Star® rating and, U.S. Green Building Council's Leadership in Energy and Environmental Design program's standards, as the same are amended or replaced from time to time and similar "green building" standards (hereinafter collectively referred to as "**Green Building Standards**"). References in this Lease to "sustainability practices" shall mean such policies and procedures as are adopted by Landlord from time to time to obtain and maintain "green building" certification pursuant to the applicable Green Building Standard selected by Landlord for the Building or Property. To support the sustainability practices, Tenant is encouraged to use reasonable efforts to use proven energy, water carbon reduction, and other sustainable measures, such as for example using energy efficient bulbs in task lighting, installing lighting controls, such as automatic sensors; turning off lights at the end of the work day; and utilizing water filtration systems to avoid the use of bottled water. Tenant is referred to the green building practices in the attached **Exhibit D-1** as benchmark recommendations by Landlord for the benefit of tenants at the Building and Property and Tenant agrees to cooperate and participate whenever feasible at reasonable cost.

1.3 Tenant and its agents, employees and invitees will be entitled to the non-exclusive use of the common areas and common amenities of the Building and Property as they exist from time to time during the Term, including the parking facilities as more fully described in Article 31, subject to Landlord's

reasonable rules and regulations regarding such use and subject to applicable law and Force Majeure Events.

1.4 In the conduct of its business, Tenant shall meet the standards of quality, service, cleanliness and decor of a first-class restaurant. The term “first-class restaurant” means a sit-down full-service restaurant with table service, serving a menu of high quality meals and other foods of a quality comparable to other “first-class restaurants” in Oak Brook, Illinois.

1.5 Notwithstanding anything to the contrary contained in this Lease, Tenant shall open for business in the Premises for the Permitted Use and in accordance with all applicable laws promptly following completion of Tenant’s Work but in no event later than sixty (60) days after the Rent Commencement Date. Following Tenant’s opening for business in the Premises for the Permitted Use, and except for Permitted Closures (as defined below) Tenant shall operate one hundred percent (100%) of the Premises during the Term, and shall at all times keep the Premises fully stocked with merchandise and staffed with personnel, and also fixture and equipped as necessary for the proper operation of Tenant’s business for the Permitted Use, so as to maximize Gross Sales at the Premises. Except during any Permitted Closures (as defined below), Tenant agrees to serve lunch and dinner each Monday through Friday, except during special events, festivals and or private bookings, and provided that Tenant shall not be required to be open for business on national and local legal holidays which are holidays for purposes of operation of the Building. Tenant may also serve breakfast in the Premises if it so elects. Notwithstanding the foregoing or any other provision of this Lease, Tenant shall also have the right, but not the obligation, at Tenant’s option, to remain open until the latest hour allowed by law or permit and to also be open and operate on weekends and holidays. As used herein, “**Permitted Closures**” shall mean temporary closures due to Alterations (as hereinafter defined) (not to exceed one hundred twenty (120) days), casualty, condemnation, closures due to Force Majeure Events (as defined in Section 30.6), or closures when Tenant may be prohibited from being open for business by applicable law, or when to keep the Premises open for business would violate any legal requirement, criminal or civil, or subject Tenant or its employees to a fine or penalty, whether criminal or civil in nature.

1.6 Tenant agrees to conduct its business in the Premises under Tenant’s Trade Name indicated on the Reference Pages.

1.7 Subject to the requirements in Section 1.4 and 1.5 above and elsewhere in this Lease, Tenant may change the “concept” of the restaurant and/or update its trade name, subject to Landlord’s prior written approval, which shall not be unreasonably withheld, delayed, or conditioned so long as such concept remains a so-called “first-class restaurant” and its trade name remains suitable for a first-class restaurant at a first-class office building.

1.8 Tenant shall obtain all necessary permits and licenses to use, sell and give away alcoholic beverages in the Premises and to conduct all of its first-class restaurant operations hereunder, and shall serve alcoholic beverages in its restaurant and bar during the entire Term of this Lease after having first obtained such permits and licenses. Tenant shall promptly furnish Landlord copies of all permits and licenses received which permit the use, sale or gift of alcoholic beverages in the Premises and which permit Tenant’s conduct of its first-class restaurant operations hereunder.

1.9 Tenant shall warehouse, store and stock in the Premises only such food, beverages, goods, and wares as Tenant intends to offer for sale at retail at, in, from or upon the Premises. Tenant shall use for office, clerical or other non-selling purposes only such space in the Premises as is from time to time reasonably required for Tenant’s business in the Premises.

1.10 Except as otherwise permitted in this Lease, Tenant shall not grant any concession, license or permission to any third party (other than a permitted sublessee or assignee hereunder) to sell any food, beverages or other merchandise or to perform any services on the Premises. Tenant shall not divert to another location any business operations that will normally be conducted on or from the Premises unless the Premises is unable to accommodate such business at the time requested, or Tenant is not then able to operate from the Premises.

1.11 Tenant shall use all reasonable efforts to keep the Premises free of debris, rodents, vermin and insects, and to limit noxious and prevent unlawful odors from the Premises from emanating to any other part of the Building.

1.12 Tenant shall not, without the prior written consent of Landlord, conduct, permit or advertise any fire, bankruptcy or auction sale or any “going out of business” sales at the Premises.

1.13 Provided Tenant obtains approval from all applicable governmental authorities, (i) Tenant shall have the right to use of the existing outdoor seating area located adjacent to the Premises approximately in the area shown on Exhibit A-2 (marked as “Restaurant Patio” thereon) and containing approximately 2,082 square feet of floor area (the “**Existing Outdoor Seating Area**”), and (ii) Tenant shall have the right to expand and/or enclose the outdoor seating area as shown on Exhibit I (the “**Expanded Outdoor Seating Area**”). It is understood and agreed that subject to approval from all applicable governmental authorities, Tenant shall have the right to construct the Expanded Outdoor Seating Area either in conjunction with Tenant’s Work, or at any later time during the Term. The Existing Outdoor Seating Area and the Expanded Outdoor Seating Area are collectively referred to herein, as applicable, as the “**Outdoor Seating Area**”. Tenant shall have the right to use the Outdoor Seating Area subject to all: (i) terms of this Lease (including the terms and conditions of Exhibit A-3 attached hereto and any rules or regulations as contemplated by Section 16 hereof), (ii) applicable laws, and (iii) any requirements, whether now or hereafter in force, of any insurer or insurance carrier for Landlord (collectively, the “**Outdoor Seating Area Requirements**”). For purposes of this Lease, the Outdoor Seating Area shall be deemed part of the Premises for all purposes hereunder including Tenant’s maintenance, insurance and indemnification obligations notwithstanding that the Outdoor Seating Area is located in the Common Areas, except that the area in the Outdoor Seating Area will not be included in the floor area of the Premises for purposes of computation of rent. Subject to all applicable laws, any work, installations, improvements, furniture or signage proposed to be performed, installed, placed, replaced or re-configured in the Outdoor Seating Area by Tenant shall be so performed, installed, placed, replaced or re-configured, as applicable, at Tenant’s sole cost and expense. Landlord hereby approves the layout and design of the Expanded Outdoor Seating Area so long as such is substantially similar to that depicted on Exhibit I attached hereto provided that the parties agree and acknowledge that Landlord has approved the Preliminary Plans (as defined in Exhibit B attached hereto) only with respect to design and layout of the Expanded Outdoor Seating Area as shown therein and that Tenant’s Plans (as defined in Exhibit B) and any deviations therefrom remain subject to Landlord’s approval in all other respects as set forth herein. Tenant shall maintain and repair (including any necessary replacements) the Outdoor Seating Area, all improvements and personal property therein in accordance with and subject to the terms of this Lease.

1.14 Tenant shall take reasonably adequate measures to ensure that the noises and vibrations generated at the Premises do not to unreasonably disturb other tenants in the Building during daytime office hours. In the event that Landlord reasonably determines that the noises and vibrations generated at the Premises are disturbing other tenants during such daytime office hours, Landlord and Tenant shall meet to establish an acceptable decibel level for Tenant’s sound systems in the Premises during such hours. Once established, Tenant shall, notwithstanding anything in Exhibit D to the contrary, maintain the volume setting at or below the agreed-upon level during such hours, and Tenant shall immediately reduce the

decibel level upon Landlord's request if the decibel level exceeds the level agreed-upon and shall maintain the volume at the reduced level during such hours.

2. **TERM.**

2.1 The Term shall begin on the Rent Commencement Date and terminate on the Termination Date (as hereinafter defined), unless sooner terminated as provided in this Lease or extended pursuant to Article 35. The "**Commencement Date**" under this Lease shall be the date that Landlord tenders possession of the Premises to Tenant, which will be the date that is five (5) days following the date on which Tenant no longer has the right to terminate this Lease under Section 2.5 below. On the Commencement Date, Landlord shall tender possession of the Premises with all mechanical, electrical, and plumbing systems in place, and otherwise in its then as-is condition.

2.2 Tenant agrees that in the event of the inability of Landlord to tender possession of the Premises on the Estimated Commencement Date for any reason, Landlord shall not be liable for any damages resulting from such inability, and no such failure to give possession on the Estimated Commencement Date shall affect the obligations of Tenant under this Lease, except that the Rent Commencement Date shall nevertheless be calculated based partially on the Commencement Date, as set forth in the definition of Rent Commencement Date.

2.3 Tenant shall, at Landlord's request, execute and deliver a memorandum agreement provided by Landlord in the form of Exhibit C attached hereto confirming the Commencement Date, the Rent Commencement Date, Termination Date and, if necessary, rent schedule with revised dates.

2.4 All possession and occupancy by Tenant of the Premises prior to the Rent Commencement Date shall be subject to all of the terms and conditions of this Lease, except that Tenant shall not be obligated to pay Base Rent or Rent Adjustment for occupancy prior to the Rent Commencement Date, for the purpose of preparing the Premises for Tenant's use and occupancy.

2.5 Tenant, at Tenant's sole cost and expense, shall, as soon as reasonably practicable after the Effective Date but in no event later than thirty (30) days after the date on which Tenant's Plans (as defined herein) are approved by Landlord (such date being the "**Permit Submission Deadline**"), submit all documentation required in order to receive all governmental approvals, including permits (collectively "**Tenant's Permits**") needed in order for Tenant to construct Tenant's Work and to operate in the Premises for the Permitted Use, including all licenses and approvals required for Tenant to sell and serve alcoholic beverages at the Premises. Tenant shall deliver prompt written notice to Landlord upon receipt of the Tenant's Permits and upon delivery of such notice Tenant will be deemed to have waived the right to terminate this Lease pursuant to the provisions of this Section and this Lease shall remain in full force and effect. Tenant shall use good faith efforts to obtain all Tenant's Permits. Landlord shall at no cost to Landlord execute any applications and shall provide Tenant with such further assistance and cooperation as Tenant may require in connection with applications for such Tenant's Permits. If Tenant is unable to obtain the Tenant's Permits prior to the date which is two hundred seventy (270) days after the Effective Date (the "**Tenant Permit Contingency Period**") then Tenant may, by written notice delivered to Landlord, on or prior to expiration of the Tenant Permit Contingency Period (a) waive the Tenant Contingency Period (a "**Permit Contingency Waiver Notice**"), or (b) terminate this Lease on written notice to Landlord. In the event Tenant fails to deliver any such notice prior to expiration of the Tenant Permit Contingency Period, Tenant will be deemed to have waived the right to terminate this Lease pursuant to the provisions of this Section and this Lease shall remain in full force and effect. In the event Tenant terminates this Lease pursuant to the provisions of this Section then all sums paid to or deposited with Landlord shall be returned to Tenant, and this Lease will terminate and be of no further force or effect.

3. **RENT; PERCENTAGE RENT.**

3.1 Commencing on the Rent Commencement Date, Tenant agrees to pay to Landlord a base rent (“**Base Rent**”) at the annual rate or respective annual rates in effect from time to time as shown in the Reference Pages in equal monthly installments on or before the first day of each full calendar month during the Term. Annual Base Rent shall be prorated for any period of less than twelve (12) full calendar months, using the applicable monthly installment of Base Rent. The monthly installment of Base Rent for any period during the Term which is less than a full calendar month shall be a prorated portion of the monthly installment of Base Rent based upon the number of days in such month. All amounts and sums payable by Tenant to Landlord pursuant to this Lease other than Base Rent and Percentage Rent shall be deemed additional rent and all references to the term “**rent**” shall include additional rent as well as Base Rent, Percentage Rent (as hereinafter defined), and Rent Adjustment (as hereinafter defined). All such amounts and sums which are payable upon demand or for which the date of payment is otherwise not expressly fixed shall be paid within ten (10) days after Landlord renders an appropriate statement of account. Base Rent, Percentage Rent, and Rent Adjustment shall be paid to Landlord without notice or demand, and all rent shall be paid without deduction or offset to Landlord at the Rent Payment Address set forth on the Reference Pages or to such other person or at such other place as Landlord may from time to time designate in writing.

3.2 All rent and other sums not paid by Tenant when due shall bear interest from the date due until the date paid at the annual rate equal to five percent (5%) in excess of the Wall Street Journal prime lending rate announced from time to time, but not more than the maximum rate permitted by law. In addition, if rent or any other sum is not paid by Tenant within five (5) days after the due date, Tenant shall pay a late charge in an amount equal to the greater of five percent (5%) of the unpaid amount or \$50.00 (provided that such charge shall be imposed with respect to the first two (2) occurrences of such a delinquency in any twelve (12) month period only if Tenant fails to cure such delinquency within five (5) days after written notice from Landlord thereof).

3.3 For purposes of this Section 3.3 and of the other provisions of this Lease, the following terms shall have the respective meanings indicated below:

3.3.1 “**Gross Sales**” means the total amount in dollars of the actual sales price, whether for cash or on credit or partly for cash and partly on credit, of all sales of food, beverages and other merchandise and of all services, and all other revenues and receipts from any business conducted in, on or from the Premises and all membership fees and dues collected solely in connection with Tenant’s business in the Premises, and all mail, electronic, or telephone orders received or filled at or from the Premises, and all fees and other receipts and revenues from catered events, and all deposits not refunded to purchasers, and all orders taken in and from the Premises whether or not said orders are filled elsewhere and receipts or sales by any sublessee, concessionaire, licensee and any other person or persons doing business in or from the Premises with the exception of valet or parking charges. Gross Sales shall not, however, include: (i) any sums collected and paid out by Tenant for any sales or retail excise tax imposed by any duly constituted governmental authority; (ii) any exchange of goods or merchandise between the stores of Tenant where such exchange of goods or merchandise is made solely for the convenient operation of the business of Tenant and not for the purpose of consummating a sale which has theretofore been made in, on or from the Premises, or for the purpose of depriving Landlord of the benefit of a sale which otherwise would be made in, on or from the Premises; (iii) the amount of returns to shippers, suppliers, or manufacturers; (iv) sales of fixtures, machinery, and/or equipment which are not a part of Tenant’s stock in trade; (v) gratuities and tips and service charges paid directly to Tenant’s employees; (vi) the amount of any sales for which Tenant is unable or fails to collect the sale proceeds therefor; (vii) the selling price of all merchandise returned by customers and accepted for full credit or the amount of discounts and allowances made thereon; (viii) goods returned to their sources or transferred to another store or warehouse owned by or affiliated with Tenant where such transfer of goods is made solely for the convenient operation of the business of

Tenant and not for the purpose of consummating a sale which has theretofore been made in, on or from the Premises, or for the purpose of depriving Landlord of the benefit of a sale which otherwise would be made in, on or from the Premises; (ix) sums and credits received in the settlement of claims for loss of or damage to merchandise; and (x) delivery charges. A “sale” shall be deemed to have been consummated for purposes of this Lease and the entire amount of the sales price shall be included in Gross Sales at such time that Tenant receives all or any portion of the sales price and gift cards and certificates shall be included in Gross Sales only upon redemption of same at the Premises and not upon activation of such gift cards or certificates; it being understood and agreed that all purchases using gift cards or certificates at the Premises (whether such gift cards or certificates are purchased at the Premises or outside the Premises) shall be included in Gross Sales. Without limitation of any of the foregoing, there shall be deductible from Gross Sales (x) the amount of any cash or credit refund made by Tenant to any customer with respect to any sale in or from the Premises previously included in Gross Sales hereunder, not to exceed the sum so previously included, and (y) the cost of any and all credit card fees associated with the Gross Sales (such exclusion not to exceed two percent (2%) of Gross Sales at the Premises in any single Lease Year).

3.3.2 “**Lease Year**” shall mean if the Rent Commencement Date is the first day of a calendar month, the period of twelve (12) consecutive months commencing on the Rent Commencement Date; if the Rent Commencement Date is not the first day of a calendar month, the period commencing on the Rent Commencement Date and ending on the last day of the twelfth (12th) full calendar month thereafter; and, in either case, each consecutive twelve (12) month period thereafter which falls in whole or in part during the Term.

3.3.3 “**Partial Lease Year**” means any Lease Year which is less than a full twelve (12) calendar month period occurring during the Term.

3.3.4 “**Applicable Percentage**” means four percent (4%).

3.3.5 “**Breakpoint**” means, for any given Lease Year, the total Base Rent due and payable hereunder with respect to such Lease Year divided by the Applicable Percentage.

3.3.6 “**Partial Lease Year Breakpoint**” means, for any given Partial Lease Year, the total Base Rent due and payable hereunder with respect to such Partial Lease Year divided by the Applicable Percentage.

3.3.7 In addition to the payment of Base Rent and Rent Adjustment, Tenant shall pay to Landlord rent (“**Percentage Rent**”) based on a percentage of Gross Sales as hereinafter provided. With respect to each Lease Year, Tenant shall pay as Percentage Rent (“**Annual Percentage Rent**”) a sum equal to the product of (a) the Applicable Percentage multiplied by (b)(i) all Gross Sales during such Lease Year minus (ii) the Breakpoint with respect to such Lease Year.

3.3.8 Tenant shall pay Annual Percentage Rent to Landlord annually in arrears within sixty (60) days after the expiration of such Lease Year.

3.3.9 With respect to any Partial Lease Year, Tenant shall pay to Landlord Percentage Rent in arrears within sixty (60) days after the expiration of such Partial Lease Year in an amount equal to the Applicable Percentage of the amount by which (i) Gross Sales during such Partial Lease Year exceed (ii) the Partial Lease Year Breakpoint.

3.3.10 If Tenant is unable, or fails, to continuously operate its business in the Premises in accordance with the terms of this Lease, then, unless Base Rent and Rent Adjustment are abated pursuant to Article 22 or 23 below, Gross Sales shall be determined for the pertinent Lease Year or Partial Lease Year

on a pro rata, per diem, basis, based on Gross Sales for the most recent Lease Year during which Tenant continuously operated its business in accordance with the terms of this Lease.

3.3.11 Tenant shall prepare and keep full, complete and proper books, records and accounts in accordance with consistently applied accounting principles, of the Gross Sales, both for cash and on credit, of each separate business at any time operated in the Premises, and of the operations of each subtenant, concessionaire, licensee and assignee, and shall require and cause all such parties to prepare and keep books, source documents, records and accounts sufficient to substantiate those kept by Tenant. The books and source documents to be kept by Tenant shall include, without limitation, true copies of all Federal, State and local tax returns and reports, daily receipts from all sales and other pertinent original sales records and records of any other transactions conducted in or from the Premises by Tenant and any other persons conducting business in or from the Premises but only to the extent they directly relate to Gross Sales and the permitted deducted amounts from Gross Sales. Pertinent original sales records shall include, without limitation: (i) cash register data, (ii) credit card receipts, (iii) settlement report sheets of transactions with subtenants, concessionaires, licensees and assignees, if applicable, (iv) detailed original records of any exclusions or deductions from Gross Sales, (v) sales tax records, and (vi) such other sales records, if any, which would normally be examined by an independent accountant pursuant to accepted auditing standards in performing an audit of Tenant's sales, but only to the extent they directly relate to Gross Sales and the permitted deducted amounts from Gross Sales. Tenant shall record at the time of each sale or other transaction, in the presence of the customer, all receipts from such sale or other transaction, whether for cash, credit or otherwise. Said books, records and accounts, including any sales tax reports (but only to the extent they directly relate to Gross Sales and the permitted deducted amounts from Gross Sales) that Tenant may be required to furnish to any government or governmental agency, shall at all reasonable times, upon fourteen (14) days' prior notice, but no more than twice per Lease Year unless Tenant is in Default hereunder, be open to the inspection (including the making of copies or extracts) of Landlord or Landlord's auditor or other authorized representative or agent for a period of at least two (2) years after the expiration of each Lease Year or Partial Lease Year. Landlord will keep this information confidential and only use said information to calculate Percentage Rent and will not disclose such information to any other person, except to its accountants, lawyers, tax advisors or other professionals and Landlord's controller or auditor and lenders (which such parties shall be advised in writing by Landlord that the information provided is confidential and such parties agree in writing to be bound by the confidentiality provisions), or when required to do so by statute, court order, rule or regulation of any governmental body or agency.

3.3.12 Tenant shall and hereby agrees that it will furnish to Landlord quarterly and within thirty (30) days after the expiration of such quarter (i.e., after the expiration of each third (3rd) Month of each Lease Year) a complete statement, certified by Tenant, of the amount of Gross Sales made in, on or from the Premises during said period. Tenant also agrees that it will furnish to Landlord within sixty (60) days after the expiration of each Lease Year or Partial Lease Year a complete statement certified by the chief financial officer or other authorized officer of Tenant, showing in all reasonable detail the amount of Gross Sales made by Tenant in, on or from the Premises during the preceding Lease Year or Partial Lease Year and copies of all returns and other information filed with respect to Illinois sales and use taxes along with its payment of Annual Percentage Rent for such Lease Year or Partial Lease Year. In the event Tenant shall fail to timely furnish to Landlord any quarterly or annual statement required under this Lease, Landlord shall have the right (but shall not be obligated) with notice, to conduct an audit of Tenant's books and records and to prepare such statements at Tenant's expense.

3.3.13 The acceptance by Landlord of payments of Percentage Rent shall be without prejudice to Landlord's right to an examination of Tenant's books and records of its Gross Sales in order to verify the amount of Gross Sales made in and from the Premises. Further, if any inspection under Section 3.3.11 above uncovers, in Landlord's good faith determination, any material discrepancy or other material issue (with "materiality" for purposes of the foregoing including any finding that Tenant understated

Percentage Rent due and owing hereunder by three percent (3%) or more), then Landlord may, at its option, at any reasonable time, upon no less than thirty (30) days' prior written notice to Tenant, cause a complete audit to be made of Tenant's entire records of Gross Sales relating to the Premises (including the records of Gross Sales of any subtenant, concessionaire, licensee, and any other person doing business in or from the Premises) for the period covered by any statement issued by the Tenant as above set forth. Such audit shall be conducted by an employee or employees of Landlord or by an independent accountant, provided that if Landlord utilizes an independent accountant to perform such review it shall be a reputable firm familiar with the accounting practices of comparable first-class restaurants which is not compensated on a contingency basis (i.e., is not entitled to any commission based on recovery). Such audit will be conducted during normal business hours at Tenant's corporate headquarters or electronically. If any examination or audit of Tenant's records by Landlord shall disclose an amount of Percentage Rent due for any Lease Year that exceeds the Percentage Rent theretofore paid by Tenant for such Lease Year, Landlord shall inform Tenant of such alleged discrepancy. Landlord and Tenant shall, for a period of thirty (30) days after Landlord's notice attempt to resolve the dispute as to Gross Sales. In the event that Landlord and Tenant are unable to resolve the dispute within such thirty (30) day period, the parties shall submit the dispute to binding arbitration as follows; provided, however, the subject matter of such arbitration shall be limited to Gross Sales, and an independent certified public accountant shall be chosen as the arbitrator. In the event that Landlord and Tenant are unable to resolve the dispute within such thirty (30) day period and the aforescribed arbitration applies, the foregoing dispute shall be determined by one independent third party arbitrator selected by Landlord and Tenant, who is a certified public accountant from a large or mid-size public accounting firm familiar with the accounting practices of comparable first-class restaurants in downtown Chicago or in the Oak Brook vicinity. If Landlord and Tenant fail to agree upon such arbitrator within forty-five (45) days after the aforescribed thirty (30) day resolution period, then either party may request the President of the Illinois CPA Society (or a comparable entity if the Illinois CPA Society does not exist at any time during the Term) to appoint such arbitrator, using the same criteria for such arbitrator as described above. Such independent arbitrator shall be appointed within thirty (30) days after such request. The determination of such arbitrator shall be made within thirty (30) days after such arbitrator is selected, and shall be final, binding, and conclusive upon the parties. All arbitration proceedings will be conducted in Oak Brook, Illinois. Upon determination of Gross Sales in accordance with any arbitration, the non-prevailing party shall promptly pay the prevailing party's cost of the arbitration (including reasonable attorney's costs and fees), the cost of any audit conducted in connection with the arbitration and the reasonable third party out-of-pocket costs incurred by such prevailing party in connection with the arbitration (it being understood that, for purposes of the foregoing, if such arbitration determines that Tenant understated Gross Sales by more than three percent (3%) in its certified annual statement delivered under Section 4.2.5 above, then Landlord shall be deemed the "prevailing party" in such arbitration; otherwise, Tenant shall be deemed the "prevailing party" in such arbitration proceeding). If it is determined in accordance with any arbitration that the amount of Percentage Rent due for any Lease Year or Partial Lease Year exceeds the Percentage Rent theretofore paid by Tenant for such Lease Year or Partial Lease Year, then Tenant shall promptly pay to Landlord any amount then owed to Landlord, including interest at the rate provided for in Section 3.2 above from the date such amount was originally due through the date that such amount is received by Landlord

4. **RENT ADJUSTMENT.**

4.1 For purposes of this Article 4, the following terms are defined as follows:

4.1.1 **Expenses.** All costs of operation, maintenance, repair, replacement and management of the Common Areas of the Building and Property, as determined in accordance with generally accepted accounting principles, including the following costs by way of illustration, but not limitation: water and sewer charges with respect to the Common Areas; insurance premiums and charges for insurance policies and endorsements deemed by Landlord to be reasonably necessary or desirable and

relating in any manner to the protection, preservation, or operation of the Building or Property or any part thereof; utility costs for the Common Areas, including, but not limited to, the cost of heat, light, power, steam and gas; waste disposal; recycling costs; the cost of janitorial services; the cost of security and alarm services (including any central station signaling system); costs of cleaning, repairing and maintaining the common areas, including parking and landscaping; window cleaning costs; labor costs; costs and expenses of managing the Building and Property including management fees and the fair rental value of the management office; air conditioning maintenance costs; material costs; equipment costs including the cost of maintenance, repair and service agreements and rental and leasing costs; purchase costs of equipment; tool costs; licenses, permits and inspection fees; wages and salaries; employee benefits and payroll taxes; accounting and legal fees; and any sales, use or service taxes incurred in connection therewith. In addition, Expenses shall include (i) the cost of capital improvement items which are reasonably calculated to reduce operating expenses; (ii) the cost of fire suppression systems and other life safety and security systems, including the cost of maintaining (but not installing or replacing) fire sprinkler systems; and (iii) other capital expenses which are required under any governmental laws, regulations or ordinances which were not applicable to the Building or to the Property, as the case may be, at the Commencement Date; but the costs described in this sentence shall be amortized over the reasonable life of such expenditures as reasonably determined by Landlord, with interest on the unamortized amount at the annual rate equal to the greater of three percent (3%) in excess of the Wall Street Journal prime lending rate announced from time to time or ten percent (10%). Expenses shall not include (i) depreciation or amortization of the Building or Property or equipment at the Building or Property except as provided herein, (ii) loan principal payments, (iii) construction allowances paid to tenants or costs of alterations of tenants' premises, (iv) leasing commissions, (v) interest expenses, (vi) advertising costs, (vii) wages, salaries or other compensation paid to any executive employees of Landlord or of Landlord's agents above the function of general manager, (viii) Taxes, (ix) costs, penalties or fines arising from Landlord's violation of any applicable governmental rule or authority, except to the extent such costs reflect costs that would have been incurred by Landlord absent such violation, (x) costs reimbursed from insurance or condemnation proceeds, (xi) Landlord's general corporate overhead and administrative expenses (which shall not be deemed to exclude a management fee), (xii) costs of any electrical, heating, ventilation or air conditioning or any other service for which Tenant pays directly to the utility provider or separately reimburses Landlord or that Landlord provides selectively to one or more tenants of the Building or Property other than Tenant, (xiii) management fees in excess of three percent (3%) of gross revenues from the Property (provided that Landlord shall not collect as Expenses for any calendar year more than one hundred percent (100%) of management fees actually paid by Landlord for such calendar year), (xiv) any interest or penalty incurred due to the late payment of any item of Expenses, (xv) any amount paid to an entity or individual related to Landlord which exceeds the amount which would be paid for similar goods or services on an arms-length basis between unrelated parties and (xvi) capital expenditures, including any capital replacement, capital repair or capital improvement made to the Building or Property or the common areas, which would be deemed to be a capital expenditure under generally accepted accounting principles, consistently applied, except as otherwise set forth above, and (xvii) legal fees for negotiating leases or in connection with lease disputes or defaults.

4.1.2 Controllable Expenses. Notwithstanding anything contained herein, commencing with the calendar year 2026 and for each calendar year thereafter in the Term, increases in the amount of Controllable Expenses (as defined hereafter) included in the calculation of Rent Adjustment shall not increase by more than three and one-half (3.5%) per annum on a cumulative and compounding basis over Controllable Expenses for the previous calendar year. To illustrate the foregoing, if Controllable Expenses for the calendar year 2026 are \$3.00 per rentable square foot, then Controllable Expenses for the calendar year 2027 shall not, for purposes hereof, exceed \$3.11 per rentable square foot, Controllable Expenses for the calendar year 2028 shall not, for purposes hereof, exceed \$3.22 per rentable square foot, and so on. **"Controllable Expenses"** shall mean all Expenses except the following: utilities (including without limitation, electricity, fuel and water), insurance premiums, weather-related expenses including snow and

ice removal, security, and the annual amortized capital costs incurred by Landlord to comply with laws that were not applicable to the Building as of the Commencement Date.

4.1.3 Taxes. Real estate taxes and any other taxes, charges and assessments which are levied with respect to the Building or Property, or with respect to any improvements, fixtures and equipment or other property of Landlord, real or personal, located at the Building or Property and used in connection with the operation of the Building or Property, any payments to any ground lessor in reimbursement of tax payments made by such lessor; and all customary fees, expenses and costs incurred by Landlord in investigating, protesting, contesting or in any way seeking to reduce or avoid increase in any assessments, levies or the tax rate pertaining to any Taxes to be paid by Landlord in any calendar year. Taxes are determined on a "cash" basis. Taxes shall not include any corporate franchise, or estate, inheritance or net income tax, or tax imposed due to a reassessment upon sale of the Building or Property, or upon any transfer by Landlord of its interest in this Lease or the Building or Property.

4.2 For each calendar year which falls in whole or in part within the Term, Tenant shall pay, as additional rent, from and after the Rent Commencement Date, Tenant's Proportionate Share of (i) Expenses paid or incurred in such calendar year plus (ii) Taxes which become due and payable in such calendar year ("**Rent Adjustment**"). The Rent Adjustment for the first full Lease Year is estimated to be approximately \$12.00 per square foot, which the parties acknowledge and agree is an estimate only and in no way binding upon the parties.

4.3 The annual determination of Expenses shall be made by Landlord. During the Term, Tenant may review, at Tenant's sole cost and expense except as hereinafter provided, the books and records supporting such determination in an office of Landlord, or Landlord's agent, during normal business hours, upon giving Landlord five (5) days' advance written notice within three hundred sixty five (365) after receipt of such determination, but in no event more often than once with respect to any one annual determination, subject to execution of a confidentiality agreement reasonably acceptable to Landlord, and provided that if Tenant utilizes an independent accountant to perform such review it shall be a reputable firm familiar with the accounting practices of comparable first-class office buildings in the vicinity of the Building which is reasonably acceptable to Landlord, is not compensated on a contingency basis and is also subject to such confidentiality agreement. Tenant shall pay all costs of such review; provided, however, if the review reveals that Landlord's determination overstated Expenses by more than three percent (3%), Landlord shall pay to Tenant the reasonable audit fees and expenses incurred by Tenant in performing such review. If Tenant fails to object to Landlord's determination of Expenses within three hundred sixty five (365) days after receipt, Tenant shall be deemed to have approved such determination and shall have no further right to object to or contest such determination. In the event that during all or any portion of any calendar year, the Property is not fully rented and occupied or Landlord is not furnishing to any tenant or tenants of the Property any particular service the cost of which, if furnished by Landlord, would be included in Expenses, Landlord shall make an appropriate adjustment in occupancy-related Expenses for such year for the purpose of avoiding distortion of the amount of such Expenses to be attributed to Tenant by reason of variation in total occupancy of the Property or in furnishing such service, by employing consistent and sound accounting and management principles to reasonably determine Expenses that would have been paid or incurred by Landlord had the Property been at least ninety-five percent (95%) rented and occupied and Landlord had furnished such service to the entire Property, and the amount so determined shall be deemed to have been Expenses for such calendar year.

4.4 Prior to the actual determination thereof for a calendar year, Landlord may from time to time estimate Tenant's liability for Expenses and/or Taxes under this Article 4, and any liability of Tenant for Taxes under Article 6, for such calendar year. Landlord will give Tenant written notification of the amount of such estimate and Tenant agrees that it will pay additional rent in the amount of such estimate in equal monthly installments. Any such estimate pursuant to this Section 4.4 shall remain in effect until

written notification to Tenant of a revised estimate and, within ten (10) days following the date on which Landlord delivers such revised estimate to Tenant, Tenant shall pay any increases in Rent Adjustment reflected thereby retroactively to the beginning of the calendar year.

4.5 Landlord shall use commercially reasonable efforts to deliver to Tenant the above mentioned actual determination of Tenant's liability for Expenses and Taxes for each calendar year within one hundred twenty (120) days of the end of such calendar year, and when Tenant is so notified in writing, then:

4.5.1 If the total additional rent Tenant actually paid pursuant to Section 4.4 on account of Expenses and/or Taxes for the calendar year is less than Tenant's liability for Expenses and/or Taxes, then Tenant shall pay such deficiency to Landlord as additional rent in one lump sum within thirty (30) days after receipt of Landlord's bill therefor; and

4.5.2 If the total additional rent Tenant actually paid pursuant to Section 4.4 on account of Expenses and/or Taxes for the calendar year is more than Tenant's liability for Expenses and/or Taxes, then Landlord shall credit the difference against payments then and next due from Tenant under this Lease or, if this Lease has terminated and no other amounts will be due from Tenant, refund the difference in cash within thirty (30) days.

4.6 If the Rent Commencement Date is other than January 1 or if the Termination Date is other than December 31, Tenant's liability for Expenses and Taxes for the calendar year in which such date occurs shall be prorated based upon a three hundred sixty-five (365) day year. The monthly estimated installment of Rent Adjustment for any period during the Term which is less than a full calendar month shall be a prorated portion of such monthly estimated installment based upon the number of days in such month.

4.7 In addition to Rent Adjustment, Tenant shall pay to the appropriate agency, or to Landlord if Landlord is charged with the responsibility of collection, when due, any sales, excise and other tax (not including, however, Landlord's inheritance, personal income or estate taxes) hereafter levied, imposed or assessed by the State of Illinois or Village of Oak Brook or any political subdivision of the State of Illinois or other taxing authority upon any rent payable under this Lease. In addition, Tenant agrees to pay, before delinquency, all taxes, if any, levied or assessed against Tenant and which become payable during the Term upon Tenant's equipment, furniture, fixtures and other personal property of Tenant located in the Premises. Tenant shall deliver to Landlord evidence of any required payment under this Section 4.7 by no later than thirty (30) days after receipt of written notice from Landlord.

5. **INTENTIONALLY DELETED.**

6. **ALTERATIONS.**

6.1 Except for those items, if any, specifically provided for in the Workletter, and except as otherwise provided below, Tenant shall not make or suffer to be made any alterations, additions, or improvements (any of the foregoing being, "**Alterations**"), including, but not limited to, the attachment of any fixtures or equipment in, on, or to the Premises or any part thereof, or the Outdoor Seating Area, without the prior written consent of Landlord. When applying for such consent, Tenant shall, if requested by Landlord, furnish complete plans and specifications for such alterations, additions and improvements. Landlord's consent shall not be unreasonably withheld with respect to alterations, additions, or improvements which (i) are not structural in nature, (ii) are not visible from the exterior of the Building and (iii) do not affect or require modification of the Building's electrical, mechanical, plumbing, HVAC or other systems. Notwithstanding the foregoing, Landlord's consent shall not be required for Alterations that: (i) do not adversely affect any building systems or the occupancy of any other tenant; (ii) do not impose any

additional expense or delay upon Landlord in the maintenance and operation of the Building; (iii) are not visible from outside of the Premises; (iv) do not require modifications to structural components of the Building or the Building's electrical, mechanical, plumbing, HVAC, or other systems; and (v) do not cost, in the aggregate with respect to any Lease Year, more than \$50,000.00. This Article 6 shall not apply to Tenant's Work, which shall be governed by **Exhibit B** to this Lease.

6.2 Any such Alteration shall be made at Tenant's sole cost and expense by a general contractor reasonably approved by Landlord which shall employ only personnel capable of working in harmony with, and shall not unreasonably interfere with, Landlord's or other tenants' work in other premises or in common areas or with the general operation of the Building or the Property.

6.3 All Alterations proposed by Tenant shall be constructed in accordance with all government laws, ordinances, rules and regulations. Tenant shall, prior to construction, provide the insurance required under Article 11 in such case, and also all such assurances to Landlord as Landlord shall reasonably require to assure payment of the costs thereof. Upon completion of any Alterations, Tenant shall deliver to Landlord final waivers of lien from Tenant's general contractor and all subcontractors or materialmen providing labor, services or goods costing at least \$50,000.00. Tenant shall pay, in addition to any sums due pursuant to Article 4, any increase in real estate taxes attributable to any such alteration, addition or improvement if such increase is ascertainable; at Landlord's election such sums shall be paid in the same way as sums due under Article 4.

6.4 All trades engaged by Tenant shall be licensed contractors, having good labor relations, and be capable of performing quality workmanship and working in harmony with Landlord's contractors and other contractors in the Building. Specifically, in connection with Tenant's Work, any repair or maintenance obligations of Tenant (including any and all HVAC, mechanical, electrical, and plumbing work), and any other Alterations, Tenant is required to engage a "union" general contractor and "union" subcontractors from the local building trades, and shall require and cause its general contractor to engage only union subcontractors from the local building trades. Further, Tenant shall cause its general contractor and all subcontractors to participate in the apprenticeship program for the local trade(s), as may be required by applicable authority. For purposes hereof, "union" shall mean contractors or vendors that are members of the local organized labor union. Notwithstanding the foregoing, Tenant is not required to engage a "union" general contractor and/or "union" subcontractors in connection with the repair or replacement of any kitchen exhaust system or kitchen appliances including refrigerators, dishwashers, washers, etc..

7. REPAIR.

7.1 Landlord shall be responsible for all maintenance, repair and replacement of (i) all structural portions of the Building and the Property, including foundation, flooring, exterior walls, roof and room membrane, (ii) all base building utilities and services, including plumbing, electric up to the point of connection with the Premises; and (iii) all Common Areas of the Property, including parking areas, sidewalks, lobby, elevators, corridors, restrooms, and landscaping. Subject to the foregoing and the provisions of the Workletter, Tenant is leasing the Premises in their "as is" condition, and Landlord shall have no obligation to alter, remodel, improve, repair or decorate the Premises. By taking possession of the Premises, Tenant accepts them as being in good order, condition and repair and in the condition in which Landlord is obligated to deliver them, subject to Landlord's obligations in this Section 7.1. It is hereby understood and agreed that no representations respecting the condition of the Premises, the Building or the Property have been made by Landlord to Tenant or relied on by Tenant, except as specifically set forth in this Lease.

7.2 Tenant shall, at all times during the Term, keep the Premises and Outdoor Seating Area in good condition and repair excepting reasonable wear and tear, damage by fire or other casualty and

Landlord's service, maintenance and repair obligations under Section 7.1 above and under the other provisions of this Lease, and in compliance with all applicable governmental laws, ordinances and regulations, all at Tenant's sole expense. Repair and maintenance work shall be undertaken in compliance with Article 6. For the purposes of clarity, Tenant shall be required to engage "union" contractors and vendors with respect to any mechanical, electrical, or plumbing work in the Premises or Building for which Tenant is responsible but any other vendors engaged by Tenant need not be "union". For purposes hereof, "union" shall mean vendors that are members of the local organized labor union.

7.3 Except as provided in Article 22, there shall be no abatement of rent and no liability of Landlord by reason of any injury to or interference with Tenant's business arising from the making of any repairs, alterations or improvements in or to any portion of the Property, the Building or the Premises or to fixtures, appurtenances and equipment at the Building or the Property.

8. **LIENS.** Tenant shall keep the Premises, the Building and the Property and Tenant's leasehold interest in the Premises free from any liens arising out of any services, work or materials performed, furnished, or contracted for, or alleged to have been performed, furnished, or contracted for, by Tenant. In the event that Tenant fails, within twenty (20) days following the imposition of any such lien, to either cause the same to be released of record or provide Landlord with a bond or insurance against the same issued by a major title insurance company or such other protection against the same as Landlord shall reasonably accept (such failure, after an additional five (5) days' notice from Landlord, to constitute an Event of Default), Landlord shall have the right to cause the same to be released by such means as it shall deem proper following such initial 20-day period, including payment of the claim giving rise to such lien. All such sums paid by Landlord and all expenses incurred by it in connection therewith shall be payable to it by Tenant upon demand.

9. **ASSIGNMENT AND SUBLETTING.**

9.1 Tenant shall not assign, convey, encumber, mortgage, pledge, hypothecate or otherwise transfer or permit the transfer of this Lease or the interest of Tenant in this Lease, whether voluntarily or by operation of law, or sublet the whole or any part of the Premises, or permit the use or occupancy of the Premises by anyone other than Tenant, without the prior written consent of Landlord. Landlord shall not unreasonably withhold its consent to a proposed assignment or subletting. Such restrictions shall be binding upon all assignees of this Lease and subtenants of the Premises. In the event Tenant desires to sublet the Premises or any part thereof or assign this Lease, Tenant shall give written notice thereof to Landlord at least thirty (30) days but no more than ninety (90) days prior to the proposed commencement date thereof, which notice shall set forth the name of the proposed subtenant or assignee, the relevant terms of the sublease or assignment and copies of financial reports and other relevant financial information of the proposed subtenant or assignee.

9.2 Notwithstanding any assignment or subletting, Tenant shall at all times remain directly, primarily and fully responsible and liable for the payment of the rent specified in this Lease and for compliance with all of its other obligations under the terms, provisions and covenants of this Lease. Upon the occurrence of an Event of Default, if the Premises or any part thereof are then assigned or sublet, Landlord, in addition to any other remedies provided in this Lease or provided at law or in equity, may, at its option, collect directly from such assignee or subtenant all rents due and becoming due to Tenant under such assignment or sublease and apply such rent against any sums due to Landlord from Tenant under this Lease, and no such collection shall be construed to constitute a novation or release of Tenant from the further performance of Tenant's obligations under this Lease.

9.3 Intentionally Deleted.

9.4 In the event that Tenant sells, sublets, assigns or transfers this Lease, Tenant shall pay to Landlord as additional rent, as and when received by Tenant, an amount equal to fifty percent (50%) of the excess of (i) all rent and other consideration which Tenant actually receives by reason of any sale, sublease, assignment or other transfer of this Lease over (ii) the rent otherwise payable by Tenant under this Lease at such time, less reasonable costs incurred by Tenant for leasing commissions, tenant improvements, allowances and other concessions in connection with such sublease, assignment or other transfer and less any amounts paid for Tenant's improvements, fixtures, furniture or equipment, or goodwill.

9.5 Notwithstanding any other provision hereof, it shall be considered reasonable for Landlord to withhold its consent to any assignment of this Lease or sublease of any portion of the Premises if, without limitation, the proposed assignee or sublessee is an entity (a) with which Landlord is already actually in negotiation for the lease of space in the Building or the Property; (b) which is already an occupant of the Building or the Property; (c) which is a governmental agency; (d) which is of a character or engaged in a business which is incompatible with the character of occupancy of the Building or the Property; (e) with which the payment for the sublease or assignment is determined in whole or in part based upon its net income or profits; (f) which is not sufficiently creditworthy; or (g) without limitation of the requirement that the Premises be used solely for the Permitted Use, which would subject the Premises to a use which would (i) involve increased personnel or wear upon the Building or the Property, (ii) violate any exclusive right granted to another tenant of the Building or the Property or (iii) require any addition to or modification of the Premises, Building or Property in order to comply with building code or other governmental requirements; or there shall exist any uncured default of Tenant, after applicable notice, at the time of either Tenant's notice of the proposed assignment or sublease or the proposed commencement date thereof.

9.6 Upon any request to assign or sublet, Tenant will pay to Landlord a fee for Landlord's review in the amount of \$1,500.00 plus, upon demand, Landlord's actual costs, including reasonable attorneys' fees incurred in investigating and considering any proposed or purported assignment or pledge of this Lease or sublease of any of the Premises, regardless of whether Landlord shall consent to, refuse consent, or determine that Landlord's consent is not required for, such assignment, pledge or sublease. Any purported sale, assignment, mortgage, transfer of this Lease or subletting which does not comply with the provisions of this Article 9 shall be void.

9.7 If Tenant is a corporation, limited liability company, partnership, trust or other business entity, any transfer or transfers of or change or changes within any twelve (12) month period in the ownership of the outstanding voting shares of the corporation, membership interests in the limited liability company or general partnership interests in the partnership or in the identity of the persons or entities controlling the activities of such partnership, trust or other business entity resulting in the persons or entities owning or controlling a majority of such shares, membership or partnership interests or activities of such partnership, trust or other business entity at the beginning of such period no longer having such ownership or control shall be regarded as equivalent to an assignment of this Lease to the persons or entities acquiring such ownership or control and shall be subject to all the provisions of this Article 9 to the same extent and for all intents and purposes as though such an assignment. Notwithstanding anything herein to the contrary, this Section 9.7 shall not apply to Tenant or Tenant's parent companies if Tenant or Tenant's parent companies are publicly-traded entities.

9.8 Notwithstanding the foregoing provisions of this Article 9 to the contrary, Tenant shall be permitted to assign this Lease, or sublet all or a portion of the Premises, to an Affiliate of Tenant without the prior consent of Landlord (but with prior written notice to Landlord), if all of the following conditions are first satisfied:

9.8.1 Tenant shall not then be in default under this Lease beyond all applicable notice and cure periods;

9.8.2 a fully executed copy of such assignment or sublease, the assumption of this Lease by the assignee or acceptance of the sublease by the sublessee, and such other information regarding the assignment or sublease as Landlord may reasonably request, shall have been delivered to Landlord; and

9.8.3 the Premises shall continue to be operated solely for the Permitted Use or another use approved by Landlord.

Tenant acknowledges (and, at Landlord's request, at the time of such assignment or subletting shall confirm) that in each instance Tenant shall remain liable for performance of the terms and conditions of this Lease despite such assignment or subletting. As used herein the term "Affiliate" shall mean an entity which (i) directly or indirectly controls Tenant or (ii) is under the direct or indirect control of Tenant or (iii) is under common direct or indirect control with Tenant, or (iv) is the successor in interest to Tenant by way of merger or consolidation, or by sale of all or substantially all of the stock of Tenant or of all or substantially all of the assets of Tenant, so long as the tangible net worth of the surviving or successor entity following such transaction is at least as much as the tangible net worth of Tenant at the Commencement Date. Control shall mean ownership of fifty-one percent (51%) or more of the voting securities or rights of the controlled entity. Transfers permitted under this Section 9.8 shall not be subject to any of the other provisions of this Article 9 other than Section 9.2 above.

10. INDEMNIFICATION.

10.1 To the extent permitted by law, none of the Landlord Entities (as defined in Section 30.1) shall be liable and Tenant hereby waives all claims against them for any damage to any property or any injury to any person in or about the Premises, the Building or the Property by or from any cause (including without limiting the foregoing, rain or water leakage of any character from the roof, windows, walls, basement, pipes, plumbing works or appliances, the Building or the Property not being in good condition or repair, gas, fire, oil, electricity or theft), except to the extent that any such injury to any person is caused by or arises from the negligence or willful misconduct of Landlord or its agents, employees or contractors.

10.2 To the extent permitted by law and subject to the provisions of Article 12, and except for any injury to any person to the extent caused by or arising from the negligence or willful misconduct of Landlord or its agents, employees or contractors, Tenant shall protect, defend, indemnify and hold the Landlord Entities harmless from and against any and all claims and liabilities (including court costs and reasonable attorneys' fees) incurred by reason of (a) any damage to any property (including but not limited to property of any Landlord Entity) or any injury (including but not limited to death) to any person occurring in, on or about the Premises, or occurring in, on or about the Building or the Property to the extent that such injury or damage shall be caused by or arise from any actual or alleged act, neglect, fault, or omission by or of Tenant or any Tenant Entity (as defined in Section 30.13) to meet any standards imposed by any duty with respect to the injury or damage; (b) the conduct or management of any work or thing done by the Tenant in or about the Premises or from transactions of the Tenant concerning the Premises; (c) Tenant's failure to comply with any and all governmental laws, ordinances and regulations applicable to the condition or use of the Premises or its occupancy that are Tenant's responsibility hereunder; or (d) any breach or default on the part of Tenant in the performance of any covenant or agreement on the part of the Tenant to be performed pursuant to this Lease.

10.3 To the extent permitted by law and subject to the provisions of Article 12, Landlord shall protect, defend, indemnify and hold Tenant harmless from and against any and all claims and liabilities (including court costs and reasonable attorneys' fees) incurred by reason of any damage to any property or any injury (including but not limited to death), to the extent caused by or arising from the negligence or willful misconduct of Landlord or any of Landlord's agents or employees, and/or the default in the

performance by Landlord of any obligations on Landlord's part to be performed under the terms of this Lease.

11. INSURANCE.

11.1 Tenant shall keep in force throughout the Term (a) a commercial general liability insurance policy or policies covering use of or occupancy at the Premises with a limit of not less than \$1,000,000 per occurrence and not less than \$2,000,000 in the annual aggregate, covering bodily injury and property damage liability; (b) business auto liability covering owned, non-owned and hired vehicles with a limit of not less than \$1,000,000 per accident; (c) worker's compensation insurance with limits as required by statute and employer's liability with limits of \$500,000 each accident, \$500,000 disease policy limit, \$500,000 disease--each employee; (d) all risk or special form coverage protecting against loss of or damage to alterations, additions, improvements, carpeting, floor coverings, panelings, decorations, fixtures, inventory and other business personal property situated in or about the Premises to the full replacement value of the property so insured; (e) business interruption insurance with limit of liability representing loss of at least approximately six (6) months of income and (f) umbrella/excess liability insurance issued on a follow form basis subject to a per occurrence and annual aggregate limit of \$1,000,000 excess of commercial general liability, business auto liability and employer's liability with such coverage being concurrent with and not more restrictive than underlying insurance. Whenever Tenant shall undertake any alterations, additions or improvements in, to or about the Premises the foregoing insurance protection must extend to and include injuries to persons and damage to property arising in connection with such work; and the policies of or certificates evidencing such insurance must be delivered to Landlord prior to the commencement of any such work.

11.2 The policies referred to in Section 11.1 shall (a) be provided at Tenant's expense; (b) name the Landlord Entities, the holder of any indebtedness secured by a mortgage or deed of trust covering the Building or Property, and any other parties as Landlord may reasonably designate from time to time, as additional insureds (commercial general liability, business auto liability and excess/umbrella) and loss payee (property—special form); (c) be issued by an insurance company with a minimum Best's rating of "A-VII" during the Term; and (d) provide that such insurance shall not be canceled unless thirty (30) days prior written notice (ten (10) days for non-payment of premium) shall have been given to Landlord. A certificate of liability insurance on ACORD Form 25 and a certificate of property insurance on ACORD Form 27 shall be delivered to Landlord by Tenant prior to Tenant's entry on the Property, Building or Premises for any reason and prior to each renewal of such insurance. Tenant shall require its contractors, vendors and installers to obtain and maintain insurance (including, without limitation, commercial general liability, employer's liability, workers' compensation and business auto liability) while at the Building or the Property, as to which (except for workers' compensation) the parties referred to in the clause (b) above shall be additional insureds. All liability insurance required to be provided pursuant to this Article 11 shall be primary and noncontributory and all policies of insurance shall contain appropriate waivers of subrogation.

11.3 During the Term, Landlord shall maintain in force commercial general liability insurance, and property insurance on the Building and Property covering such risks as Landlord shall deem appropriate, all in such amounts and with such deductibles as Landlord shall deem appropriate. As of the Effective Date, such insurance is at least consistent with the following descriptions of coverage: (a) commercial general liability insurance, ISO Form CG 00 01, or its equivalent, covering the common areas of the Building against claims for bodily injury or death and property damage, which insurance shall provide coverage on an occurrence basis with a per occurrence limit of not less than \$1,000,000 per occurrence and not less than \$2,000,000 in the annual aggregate, which limit may be satisfied by any combination of primary and excess or umbrella per occurrence policies, and (b) special form insurance in

the amount of the full replacement cost of the Building, excluding Tenant's property and any other items required to be insured by Tenant pursuant to Section 11.1 above.

12. WAIVER OF SUBROGATION. Notwithstanding anything contained in this Lease to the contrary, each of Landlord (and its affiliates, property managers and any other person or entity claiming by or through Landlord) and Tenant (and its affiliates and any other person or entity claiming by or through Tenant) hereby waives any and all rights of recovery, claims, actions or causes of action against the other party, or such other party's employees or agents, for any loss or damage to the Premises, the Building, the Property, the common areas of the Building and the Property and to any personal property of such party, arising from any risk which is required to be insured against by Sections 11.1 and 11.3 above or which is actually insured against by fire, extended coverage or all risks policies. The effect of such waiver is not limited by the amount of such insurance actually carried or required to be carried, or to the actual proceeds received after a loss or to any deductible applicable thereto, and either party's failure to carry insurance required under this Lease shall not invalidate such waiver. The foregoing waiver shall apply regardless of the cause or origin of any such claim, including, without limitation, the fault or negligence of either party or such party's employees, agents or contractors. The property insurance policies maintained by Landlord and Tenant as provided in this Lease shall provide for a waiver of any rights of subrogation by the insurance company against Landlord or Tenant, as applicable.

13. SERVICES AND UTILITIES.

13.1 Subject to the other provisions of this Lease and to Force Majeure Events, Landlord agrees to furnish to the Premises the following services and utilities, subject to the rules and regulations of the Building and the Property prescribed from time to time in accordance with Article 16 below: (a) water and sewer service suitable for the Permitted Use; (b) gas service suitable for the Permitted Use; and (c) equipment to bring to the Premises electricity for lighting, convenience outlets and other normal retail use. The Premises are or shall be separately metered for gas and electricity. Commencing as of the Commencement Date or such earlier date on which Tenant takes possession of the Premises, Tenant shall pay all electricity and gas charges directly to the utility provider. The Premises are sub-metered for water. Commencing as of the Commencement Date or such earlier date on which Tenant takes possession of the Premises, Tenant shall reimburse Landlord for costs incurred by Landlord in connection with water supplied to the Premises (based on rates charged by the utility provider and without mark-up), any such reimbursement to be due within thirty (30) days after receipt of written notice from Landlord. As of the Effective Date, the water supplied to the space operated as a Grab-n-Go is measured by the same sub-meter that measures water supplied to the Premises. Landlord, at Landlord's cost, will, as part of Landlord's Work pursuant to Exhibit B, separate such sub-meter such that the sub-meter for water for the Premises shall not measure the water supplied to the space operated as a Grab-n-Go. Except as otherwise provided for in this Lease, Landlord shall not be liable for, and Tenant shall not be entitled to, any abatement or reduction of rental by reason of Landlord's failure to furnish any of the foregoing, including, without limitation, when such failure is caused by accident, breakage, repairs, labor disputes of any character, energy usage restrictions or by any other cause, similar or dissimilar, beyond the reasonable control of Landlord. Landlord shall use reasonable efforts to remedy any interruption in the furnishing of services and utilities. Notwithstanding any of the foregoing, if any interruption in or failure or inability to provide any of the services or utilities described herein is solely caused by the gross negligence or willful misconduct of Landlord and continues for two (2) or more consecutive business days, and Tenant is unable to and does not use the Premises or a material portion thereof for Tenant's business purposes as a result thereof, then Tenant shall be entitled to an abatement of its Base Rent and Rent Adjustment thereafter until such services or utilities are restored, which abatement shall be based on the extent of Tenant's inability to use the Premises for Tenant's business purposes.

13.2 Tenant shall keep the Premises free from trash and other refuse and deposit such trash or other refuse in appropriate receptacles in the Common Areas for removal from the Property. Tenant shall place its trash receptacles in the location marked on **Exhibit A-4** attached hereto, provided that Landlord shall have the right to relocate such locations to such areas as are reasonably designated by Landlord upon prior written notice to Tenant. Tenant shall be solely responsible for providing commercially reasonable janitorial and pest control services to the Premises, at Tenant's sole cost and expense, commencing on the Commencement Date and, while Tenant shall be under no obligation to engage "union" vendors and personnel for such services, Tenant shall use only vendors and personnel for such services as are capable of working in harmony with, and shall not unreasonably interfere with, Landlord's or other tenants' work or operations in other premises or in Common Areas or with the general operation of the Building or the Property. Tenant will not, without the written consent of Landlord, contract with a telecommunications provider to service the Premises with any telecommunications utility which is not previously providing such service to other tenants in the Building. Subject to Landlord's reasonable rules and regulations and the provisions of Article 6, Tenant shall be entitled to the use of wiring ("**Communications Wiring**") from the existing telecommunications nexus in the Building to the Premises sufficient for the Permitted Use. Without limitation of the foregoing, Landlord shall have the right to designate the entity or entities providing installation, repair, and maintenance of Communications Wiring in the Building's risers and telecommunications closets. Tenant shall not install any additional Communications Wiring, nor remove any Communications Wiring except as provided in Article 26, without in each instance obtaining the prior written consent of Landlord, which Landlord may withhold in its discretion. Notwithstanding the foregoing, Landlord shall not unreasonably withhold consent to Tenant's request to install any Communications Wiring which is contained entirely within the Premises and does not impact the shared Building telecommunications riser system. Landlord shall in no event be liable for disruption in any service obtained by Tenant pursuant to this paragraph.

13.3 Tenant shall have access to the Premises twenty-four (24) hours a day, every day of the year, in accordance with the rules and regulations referred to in Article 16 and subject to matters of the kinds referred to in Section 30.6 hereof.

13.4 Landlord represents to Tenant that the fire alarm system for the Premises is tied to the fire alarm panel for the Building and to the Oak Brook Fire Department and the security system for the Premises is a standalone system and it is not tied into the security system for the Building. Tenant, at Tenant's sole cost and expense, shall repair and maintain the fire alarm system and security system for the Premises.

14. **HOLDING OVER.** Tenant shall pay Landlord for each day Tenant retains possession of the Premises or part thereof after termination of this Lease by lapse of time or otherwise, whether or not with the consent of Landlord, at the rate which shall be one hundred fifty percent (150%) (increasing to two hundred percent (200%) after the first ninety (90) days of retention of possession) of the amount of the Base Rent for the last period prior to the date of such termination, plus one hundred percent (100%) of Rent Adjustment under Article 4, prorated on a daily basis. If such retention of possession continues for more than thirty (30) days, Tenant shall also pay all damages sustained by Landlord by reason of such retention. No renewal shall result notwithstanding acceptance by Landlord of any sums due hereunder after such termination; and instead, a tenancy at sufferance shall be deemed to have been created. No provision of this Article 14 shall be deemed to waive Landlord's right of reentry or any other right under this Lease or at law.

15. **SUBORDINATION.** Subject to the terms below, this Lease shall be subject and subordinate at all times to ground or underlying leases and to the lien of any mortgages or deeds of trust now or hereafter placed on, against or affecting the Building, the Property, Landlord's interest or estate in the Building or the Property, or any ground or underlying lease; provided, however, that (i) if the lessor,

mortgagee, trustee, or holder of any such mortgage or deed of trust elects to have Tenant's interest in this Lease be superior to any such instrument, then, by notice to Tenant, this Lease shall be deemed superior, whether this Lease was executed before or after said instrument, and (ii) if Tenant is requested to execute and deliver any further instrument evidencing the subordination of this Lease as hereinafter provided, such instrument to also include provisions to the effect that the mortgagee, beneficiaries or purchasers at foreclosure agree that Tenant's occupancy of the Premises and other rights under this Lease shall not be disturbed by reason of the foreclosure of such mortgage or deed of trust so long as Tenant is not in default under this Lease beyond any applicable notice and cure period, which instrument may contain such other terms and conditions as are contained in the mortgagee's or other holder's customary form of subordination, non-disturbance and attornment agreement as may be reasonably acceptable to Tenant. Subject to the foregoing, Tenant covenants and agrees to execute and deliver within ten (10) days after Landlord's request such further instruments evidencing such subordination or superiority of this Lease as may be required by Landlord. Notwithstanding anything contained herein to the contrary, Landlord shall deliver to Tenant, upon execution and delivery of this Lease by the parties hereto, a subordination, non-disturbance and attornment agreement (an "SNDA") substantially in the form attached hereto as **Exhibit K** for the benefit of Tenant, and (ii) with respect to any mortgage hereafter placed upon the Property, if any, Landlord shall use commercially reasonable efforts to deliver to Tenant, at Tenant's sole cost and expense, an SNDA on such mortgagee's standard form of agreement subject to reasonable modifications requested by Tenant. Notwithstanding the foregoing, if Landlord is unable to obtain such SNDA with respect to any future mortgage, Landlord shall not be deemed in breach or default under this Lease, provided further, if Landlord is unable to obtain such SNDA with respect to any future mortgage then Tenant shall not be required and shall not be deemed to have subordinated this Lease to such future mortgage.

16. **RULES AND REGULATIONS.** Tenant agrees to observe and comply with, and to cause each Tenant Entity (as defined in Section 30.13) to observe and comply with, the rules and regulations as set forth in **Exhibit D** to this Lease and all reasonable and non-discriminatory modifications of and additions to them from time to time adopted by Landlord, provided such modifications or additions do not materially restrict or impede Tenant's operations for the Permitted Use or Tenant's rights under this Lease, or materially increase Tenant's obligations under this Lease. Landlord shall not be responsible to Tenant for the non-performance by any other tenant or occupant of the Building or Property of any such rules and regulations.

17. **ENTRY BY LANDLORD; OTHER RIGHTS RESERVED.**

17.1 Landlord shall have the right to enter the Premises for any service to be provided by Landlord to Tenant under this Lease and, by not less than forty-eight (48) hours' notice to Tenant (except in the case of an emergency), to enter the Premises to inspect the same; to show the Premises to prospective purchasers or mortgagees or, during the last twelve (12) months of the Term, tenants; and to alter, improve or repair any portion of the Building or Property, and may for that purpose erect, use and maintain scaffolding, pipes, conduits and other necessary structures and open any wall, ceiling or floor in and through the Property, Building and Premises where reasonably required by the character of the work to be performed, provided reasonable access to the Premises shall be maintained, and further provided that the business of Tenant shall not be unreasonably interfered with. In the event that Landlord damages any wall or wall covering, ceiling, or floor or floor covering within the Premises, Landlord shall repair or replace the damaged portion to match the original as nearly as commercially reasonable. Tenant hereby waives any claim for abatement of rent or for damages for any injury or inconvenience to or interference with Tenant's business, any loss of quiet enjoyment of the Premises, and any other loss occasioned by any action of Landlord authorized by this Article 17. In exercising its rights under this Section 17.1, Landlord shall use commercially reasonable efforts to limit any access or work in the Premises to Tenant's non-business hours, and, except in the event of an emergency, Tenant shall have the right to have Tenant's personnel present during such access and work.

17.2 For each of the foregoing purposes, Landlord may at all times retain a key to each door in the Premises, excluding Tenant's vaults and safes or special security areas (designated in advance), and Landlord shall have the right to use any means which Landlord may deem proper to open such doors in an emergency to obtain entry to any portion of the Premises. As to any portion of the Premises to which access cannot be had by means of a key in Landlord's possession, Landlord is authorized in the event of an emergency to gain access by such means as Landlord shall elect and the cost of repairing any damage occurring in doing so shall be borne by Tenant and paid to Landlord upon demand.

17.3 Landlord shall have the right at any time and from time to time to change the arrangement and/or locations of entrances, doorways, corridors, windows, elevators, stairs, restroom facilities, sidewalks, driveways, landscaped areas or other common portions and areas of the Building and Property. Landlord shall have the right at any time and from time to time to reconfigure, withdraw portions of or otherwise change the land included in the Property, subject to any limitations expressly set forth in this Lease. Notwithstanding the foregoing, Landlord shall not make changes or otherwise modify entrances or exits to the Premises, corridors to the restroom, restroom facilities, parking areas, delivery or trash areas, or the patio areas which modifications would materially and adversely interfere with Tenant's access to or Tenant's operations within the Premises for the Permitted Use for a material period of time without Tenant's prior written consent, which shall not be unreasonably withheld.

18. **DEFAULT.**

18.1 Each of the following events shall be deemed to be an "Event of Default" under this Lease:

18.1.1 Tenant shall fail to pay when due any sum of money to be paid by Tenant under this Lease and such failure shall continue for a period of five (5) days after written notice to Tenant that such payment was not made when due; but if any such notice shall be given twice with respect to payments due in any twelve (12) month period, the failure to pay within five (5) days after when due any additional sum of money to be paid by Tenant under this Lease during such twelve (12) month period shall be an Event of Default without notice.

18.1.2 Tenant shall fail to comply with any term, provision or covenant of this Lease which is not provided for in another subparagraph of this Section 18.1 and shall not cure such failure within twenty (20) days (forthwith, if the failure involves a hazardous condition) after written notice of such failure to Tenant; provided, however, that such failure shall not be an Event of Default if such failure could not reasonably be cured during such twenty (20) day period, Tenant has commenced to cure within such twenty (20) day period, and Tenant thereafter is diligently pursuing such cure to completion, but the total aggregate cure period shall not exceed ninety (90) days.

18.1.3 Tenant shall become insolvent, admit in writing its inability to pay its debts generally as they become due, file a petition in bankruptcy or a petition to take advantage of any Bankruptcy Law (as defined in Article 20), make an assignment for the benefit of creditors, make a transfer in fraud of creditors, apply for or consent to the appointment of a receiver of itself or of the whole or any substantial part of its property, or file a petition or answer seeking reorganization or arrangement under any Bankruptcy Law.

18.1.4 A court of competent jurisdiction shall enter an order, judgment or decree adjudicating Tenant bankrupt, or appointing a receiver of Tenant, or of the whole or any substantial part of its property, without the consent of Tenant, or approving a petition filed against Tenant seeking reorganization or arrangement of Tenant under any Bankruptcy Law, and such order, judgment or decree shall not be vacated or set aside or stayed within sixty (60) days from the date of entry thereof.

19. **REMEDIES.**

19.1 During the continuance of any Event of Default referred to in Article 18 (i.e., beyond any applicable cure period), Landlord shall have the option to pursue any one or more of the following remedies without any further notice or demand:

19.1.1 Landlord may, at its election, terminate this Lease, or terminate Tenant's right to possession only without terminating this Lease.

19.1.2 Upon any termination of this Lease, whether by lapse of time or otherwise, or upon any termination of Tenant's right to possession without termination of this Lease, Tenant shall surrender possession and vacate the Premises immediately, and deliver possession thereof to Landlord, and Tenant hereby grants to Landlord full and free license to enter into and upon the Premises in such event and to repossess the Premises and remove Tenant and any others who may be occupying the Premises, and to remove Tenant's signs and all other property of Tenant therefrom, without being deemed in any manner guilty of trespass, eviction or forcible entry or detainer, and without incurring any liability for any damage resulting therefrom, without relinquishing Landlord's right to rent or any other right given to Landlord under this Lease or at law or in equity.

19.1.3 Upon any termination of this Lease, whether by lapse of time or otherwise, Landlord shall be entitled to recover as damages all rent and other sums due and payable by Tenant on the date of termination plus, as damages and not as a penalty, an amount equal to the sum of (a) the then present value of the rent reserved in this Lease for the remainder of the stated Term of this Lease and all other sums provided in this Lease to be paid by Tenant, minus the fair rental value of the Premises for such remainder of the stated Term; (b) the value of the time necessary to obtain a replacement tenant or tenants, and the estimated expenses described in Section 19.1.4 relating to recovery of the Premises, preparation for reletting, and reletting; and (c) the cost of performing any other covenants which would have otherwise been performed by Tenant.

19.1.4 Upon any termination of Tenant's right to possession only without termination of this Lease:

19.1.4.1 Neither such termination of Tenant's right to possession nor Landlord's taking and holding possession thereof as provided in Section 19.1.2 shall terminate this Lease or release Tenant, in whole or in part, from any obligation, including Tenant's obligation to pay all rent under this Lease for the full Term. If Landlord elects to terminate Tenant's right to possession without terminating this Lease, Tenant shall continue to pay to Landlord the entire amount of the rent as and when it becomes due for the remainder of the Term plus any other sums provided in this Lease to be paid by Tenant for the remainder of the Term.

19.1.4.2 Landlord shall use commercially reasonable efforts to relet the Premises or portions thereof provided Tenant agrees that Landlord shall be required to use only the same efforts Landlord then uses to lease premises at the Building generally; that Landlord shall not be required to give any preference or priority to the showing or leasing of the Premises or portions thereof over any other space that Landlord may be leasing or have available, and may place a suitable prospective tenant in any such other space regardless of when such other space becomes available; and that Landlord shall have the right to relet the Premises for a greater or lesser term than that remaining under this Lease, and to relet only a portion of the Premises, or a portion of the Premises or the entire Premises as a part of a larger area. In connection with or in preparation for any reletting, Landlord may, but shall not be required to, make repairs, alterations and additions in or to the Premises and redecorate the same to the extent Landlord deems necessary or desirable, and Tenant shall pay the reasonable cost thereof, together with Landlord's reasonable

expenses of reletting, including, without limitation, any brokers' commissions incurred by Landlord, upon demand. Landlord shall not be required to observe any instruction given by Tenant about any reletting, or accept any tenant offered by Tenant unless such offered tenant has a creditworthiness acceptable to Landlord, leases the entire Premises upon terms and conditions, including rental rate (after giving effect to all expenditures by Landlord for tenant improvements, brokers' commissions and other leasing costs), no less favorable to Landlord than called for in this Lease, or make or permit any assignment or sublease for more than the current term or which Landlord would not be required to permit under the provisions of Article 9.

19.1.4.3 Until such time as Landlord may elect to terminate this Lease and thereupon be entitled to recover the amounts specified in such case in Section 19.1.3, Tenant shall pay to Landlord upon demand the full amount of all rent and other sums reserved in this Lease for the remaining Term, together with the reasonable costs of repairs, alterations, additions, redecorating and Landlord's reasonable expenses of reletting and of collection of the rent accruing therefrom (including reasonable attorneys' fees and brokers' commissions), as the same shall then be due or become due from time to time, less only such consideration as Landlord may have received from any reletting of the Premises. Tenant agrees that Landlord may file suits from time to time to recover any sums falling due under this Article 19 as they become due. Any proceeds of reletting by Landlord in excess of the amount then owed by Tenant to Landlord from time to time shall be credited against Tenant's future obligations under this Lease but shall not otherwise be refunded to Tenant or inure to Tenant's benefit.

19.2 Upon the occurrence of an Event of Default, Landlord may (but shall not be obligated to) cure such default at Tenant's sole expense. Without limiting the generality of the foregoing, Landlord may, at Landlord's option, and after reasonable notice or demand, enter into and upon the Premises if Landlord determines in its sole discretion that Tenant is not acting within a commercially reasonable time to maintain, repair or replace anything for which Tenant is responsible under this Lease or to otherwise effect compliance with its obligations under this Lease and correct the same, without being deemed in any manner guilty of trespass, eviction or forcible entry and detainer and without incurring any liability for any damage or interruption of Tenant's business resulting therefrom and Tenant agrees to reimburse Landlord upon demand, as additional rent, for any expenses which Landlord may incur in thus effecting compliance with Tenant's obligations under this Lease.

19.3 In the event of any litigation between the parties hereto arising out of this Lease, all reasonable costs and expenses, including, without limitation, reasonable attorneys' fees and court costs, incurred in enforcing this Lease by the party who prevails in such litigation shall be paid by the non-prevailing party upon demand. In addition, Tenant shall pay upon demand all reasonable costs and expenses, including, without limitation, reasonable attorneys' fees and court costs, incurred by Landlord in any litigation, negotiation or transaction in which Tenant causes Landlord, without Landlord's fault, to become involved or concerned, and Landlord shall pay upon demand all reasonable costs and expenses, including, without limitation, reasonable attorneys' fees and court costs, incurred by Tenant in any litigation, negotiation or transaction in which Landlord causes Tenant, without Tenant's fault, to become involved or concerned.

19.4 To the extent permitted by law, Landlord and Tenant expressly waive any right to (a) trial by jury in any action, proceeding or counterclaim arising out of or connected with this Lease; and (b) service of any notice required by any present or future law or ordinance applicable to landlords or tenants but not required by the terms of this Lease, Tenant hereby expressly waiving the service of any statutory notice, including, but not limited to, the notices required by 735 ILCS 5/9-209 and 5/9-210 .

19.5 Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies provided in this Lease or any other remedies provided at law or in equity, all such remedies being cumulative.

19.6 No waiver by Landlord of any violation or breach of any of the terms, provisions and covenants contained in this Lease shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions and covenants contained in this Lease. Landlord's acceptance of the payment of rental or other payments after the occurrence of an Event of Default shall not be construed as a waiver of such default unless Landlord so notifies Tenant in writing. Forbearance by Landlord in enforcing one or more of the remedies provided in this Lease upon an Event of Default shall not be deemed or construed to constitute a waiver of such default or of Landlord's right to enforce any such remedies with respect to such default or any subsequent default. No agreement to terminate this Lease or accept a surrender of the Premises shall be valid unless in writing signed by Landlord.

19.7 All property which may be removed from the Premises by Landlord pursuant to the authority of this Lease or of law, to which Tenant is or may be entitled, may be handled, removed and/or stored, as the case may be, by or at the direction of Landlord but at the risk, cost and expense of Tenant, and Landlord shall in no event be responsible for the value, preservation or safekeeping thereof. Tenant shall pay to Landlord, upon demand, all expenses incurred in such removal and all storage charges against such property so long as the same shall be in Landlord's possession or under Landlord's control. Any such property of Tenant not retaken by Tenant from storage within thirty (30) days after removal from the Premises shall, at Landlord's option, be deemed conveyed by Tenant to Landlord under this Lease as by a bill of sale without further payment or credit by Landlord to Tenant.

20. **TENANT'S BANKRUPTCY OR INSOLVENCY.**

20.1 If at any time and for so long as Tenant shall be subjected to the provisions of the United States Bankruptcy Code or other law of the United States or any state thereof for the protection of debtors as in effect at such time (each a "**Bankruptcy Law**"), Tenant, Tenant as debtor-in-possession, and any trustee or receiver of Tenant's assets (each a "**Tenant's Representative**") shall have no greater right to assume or assign this Lease or any interest in this Lease or to sublease any of the Premises than accorded to Tenant in Article 9, except to the extent required by such Bankruptcy Law.

20.2 Without limitation of the generality of the foregoing, any right of any Tenant's Representative to assume or assign this Lease or to sublease any of the Premises shall be subject to the conditions that (a) such Bankruptcy Law shall provide to Tenant's Representative a right of assumption of this Lease which Tenant's Representative shall have timely exercised and Tenant's Representative shall have fully cured any default of Tenant under this Lease; (b) Tenant's Representative or the proposed assignee, as the case shall be, shall have deposited with Landlord as security for the timely payment of rent an amount equal to the greater of (i) three (3) months' rent and other monetary charges accruing under this Lease and (ii) any sum specified in Article 5; and shall have provided Landlord with adequate other assurance of the future performance of the obligations of the Tenant under this Lease. Without limitation, such assurances shall include, at least, in the case of assumption of this Lease, demonstration to the satisfaction of Landlord that Tenant's Representative has and will continue to have sufficient unencumbered assets after the payment of all secured obligations and administrative expenses to assure Landlord that Tenant's Representative will have sufficient funds to fulfill the obligations of Tenant under this Lease; and, in the case of assignment, submission of current financial statements of the proposed assignee, audited by an independent certified public accountant reasonably acceptable to Landlord and showing a net worth and working capital in amounts determined by Landlord to be sufficient to assure the future performance by such assignee of all of the Tenant's obligations under this Lease; (c) the assumption or any contemplated assignment of this Lease or subleasing any part of the Premises, as shall be the case, will not breach any

provision in any other lease, mortgage, financing agreement or other agreement by which Landlord is bound; and Landlord shall have, or would have had absent the Bankruptcy Law, no right under Article 9 to refuse consent to the proposed assignment or sublease by reason of the identity or nature of the proposed assignee or sublessee or the proposed use of the Premises concerned.

21. **QUIET ENJOYMENT.** Landlord represents and warrants that it has full right and authority to enter into this Lease and that Tenant, while paying the rental and performing its other covenants and agreements contained in this Lease, shall peaceably and quietly have, hold and enjoy the Premises for the Term without hindrance or molestation from or through Landlord, subject to the terms and provisions of this Lease, applicable law and Force Majeure Events. Landlord shall not be liable for any interference or disturbance by other tenants or third persons, nor shall Tenant be released from any of the obligations of this Lease because of such interference or disturbance.

22. **CASUALTY.**

22.1 In the event the Premises or the Building are damaged by fire or other cause and in Landlord's reasonable estimation such damage can be materially restored within one hundred eighty (180) days, Landlord shall forthwith repair the same and this Lease shall remain in full force and effect, except that Tenant shall be entitled to a proportionate abatement in rent from the date of such damage. Such abatement of rent shall be made pro rata in accordance with the extent to which the damage and the making of such repairs shall interfere with the use and occupancy by Tenant of the Premises from time to time. Within sixty (60) days from the date of such damage, Landlord shall notify Tenant, in writing, of Landlord's reasonable estimation of the length of time within which material restoration can be made. For purposes of this Lease, the Building or Premises shall be deemed "**materially restored**" if they are in such condition as would not prevent or materially interfere with Tenant's use of the Premises for the purpose for which it was being used immediately before such damage.

22.2 If such repairs cannot, in Landlord's reasonable estimation, be made within one hundred eighty (180) days, Landlord and Tenant shall each have the option of giving the other, at any time within ninety (90) days after such damage, notice terminating this Lease as of the date of such damage. In the event of the giving of such notice, this Lease shall expire and all interest of the Tenant in the Premises shall terminate as of the date of such damage as if such date had been originally fixed in this Lease for the expiration of the Term. In the event that neither Landlord nor Tenant exercises its option to terminate this Lease, then Landlord shall repair or restore such damage, this Lease continuing in full force and effect, and the rent hereunder shall be proportionately abated as provided in Section 22.1.

22.3 Landlord shall not be required to repair or replace any damage or loss by or from fire or other cause to any leasehold improvements installed on the Premises by, or belonging to, Tenant, except to the extent Landlord receives insurance proceeds adequate for such restoration. Tenant shall be responsible for restoring or replacing its personal property.

22.4 In the event that Landlord should fail to complete such repairs and material restoration within sixty (60) days after the date estimated by Landlord therefor as extended by this Section 22.4, Tenant may, at its option and as its sole remedy, terminate this Lease by delivering written notice to Landlord within fifteen (15) days after the expiration of such period of time, whereupon this Lease shall end on the date of such notice or such later date fixed in such notice as if the date of such notice was the date originally fixed in this Lease for the expiration of the Term; provided, however, that if construction is delayed because of any matters of the kinds referred to in Section 30.6 hereof, the period for restoration, repair or rebuilding shall be extended for the amount of time Landlord is so delayed.

22.5 Notwithstanding anything to the contrary contained in this Article 22, (a) Landlord shall not have any obligation to repair, reconstruct, or restore the Premises when the damage resulting from any casualty covered by the provisions of this Article 22 occurs during the last twelve (12) months of the Term or the last twelve (12) months of any Renewal Term (unless Tenant agrees to exercise the next ensuing Renewal Term, if any), and if such damage shall render any material portion of the Premises untenantable Tenant shall have the right to terminate this Lease by notice to Landlord within thirty (30) days after the date of the damage (whether or not Landlord has determined to repair such damage); and (b) in the event the holder of any indebtedness secured by a mortgage or deed of trust covering the Premises, Building or Property requires that any insurance proceeds be applied to such indebtedness, then Landlord shall have the right to terminate this Lease by delivering written notice of termination to Tenant within fifteen (15) days after such requirement is made by any such holder, whereupon this Lease shall end on the date of such damage as if the date of such damage were the date originally fixed in this Lease for the expiration of the Term.

23. **EMINENT DOMAIN.** If all or any substantial part of the Premises shall be taken or appropriated by any public or quasi-public authority under the power of eminent domain, or conveyance in lieu of such appropriation, or if any substantial portion of the Building or Property shall be so taken or appropriated such as to materially interfere with Tenant's use and occupancy of the Premises for the Permitted Use, either party to this Lease shall have the right, at its option, of giving the other, at any time within thirty (30) days after receipt of written notice of such taking, notice terminating this Lease, except that the parties may only terminate this Lease by reason of taking or appropriation if such taking or appropriation shall be so substantial as to materially interfere with Tenant's use and occupancy of the Premises. If neither party to this Lease shall so elect to terminate this Lease, the rental thereafter to be paid shall be adjusted on a fair and equitable basis under the circumstances. In addition to the rights of Landlord above, if all or any substantial part of the Building, Property or parking areas shall be taken or appropriated by any public or quasi-public authority under the power of eminent domain or conveyance in lieu thereof, and regardless of whether the Premises or any part thereof are so taken or appropriated, Landlord shall have the right, at its sole option, to terminate this Lease, provided that if no portion of the Premises was taken or appropriated and Landlord elects to terminate the Lease, then upon such termination, Landlord shall reimburse Tenant for the unamortized costs of Tenant's Work (to the extent Tenant does not otherwise receive an award in connection therewith). Landlord shall be entitled to all income, rent, award, and any interest on any such sum, which may be paid or made in connection with any such public or quasi-public use or purpose, and Tenant hereby assigns to Landlord any interest it may have in or claim to all or any part of such sums, other than any separate award which may be made with respect to Tenant's improvements, trade fixtures, moving expenses and goodwill if and to the extent that such award does not diminish or otherwise adversely affect Landlord's award. Tenant shall make no claim for the value of any unexpired Term.

24. **SALE BY LANDLORD.** In event of a sale or conveyance by Landlord of the Building or the Property, the same shall operate to release Landlord from any future liability upon any of the covenants or conditions, expressed or implied, contained in this Lease in favor of Tenant, and in such event, Tenant agrees to look solely to the responsibility of the successor in interest of Landlord in and to this Lease. Except as set forth in this Article 24, this Lease shall not be affected by any such sale and Tenant agrees to attorn to the purchaser or assignee. If any security has been given by Tenant to secure the faithful performance of any of the covenants of this Lease, Landlord shall transfer or deliver such security, as such, to Landlord's successor in interest and thereupon Landlord shall be discharged from any further liability with regard to such security.

25. **ESTOPPEL CERTIFICATES.** Within ten (10) business days following any written request which either party may make from time to time, the other party shall execute and deliver to the requesting party or any purchaser, lender, mortgagee or prospective purchaser, lender or mortgagee a sworn

statement certifying (a) the date of commencement of this Lease; (b) the fact that this Lease is unmodified and in full force and effect (or, if there have been modifications to this Lease, that this Lease is in full force and effect, as modified, and stating the date and nature of such modifications); (c) the date to which the rent and other sums payable under this Lease have been paid; (d) the fact that to certifying party's knowledge there are no current defaults under this Lease by either Landlord or Tenant except as specified in such statement; and (e) such other matters as may be reasonably requested. Landlord and Tenant intend that any statement delivered pursuant to this Article 25 may be relied upon by any lender, mortgagee or purchaser. Any failure by Tenant to execute and deliver any such certificate within the required time shall be subject to Section 18.1.2, except that the cure period shall be five (5) business days instead of twenty (20) days.

26. **SURRENDER.** All alterations, additions and improvements in, on or to the Premises made or installed by or for Tenant (collectively, "**Alterations**") shall be and remain the property of Tenant during the Term. Upon the expiration or sooner termination of the Term, all Alterations shall become a part of the realty and shall belong to Landlord without compensation, and title shall pass to Landlord under this Lease as by a bill of sale. At the end of the Term or any renewal of the Term or other sooner termination of this Lease, Tenant will peaceably deliver up to Landlord possession of the Premises, together with all Alterations (other than trade fixtures) by whomever made, in the same condition received or first installed, broom clean and free of all debris, excepting only ordinary wear and tear and damage by fire or other casualty. Tenant must, at Tenant's sole cost and expense, remove upon termination of this Lease all of Tenant's furniture, furnishings, equipment, movable partitions of less than full height from floor to ceiling and other trade fixtures and personal property, as well as all data/telecommunications cabling and wiring installed by or on behalf of Tenant, whether inside walls, under any raised floor or above any ceiling (collectively, "**Personalty**"). Personalty not so removed shall be deemed abandoned by the Tenant and title to the same shall thereupon pass to Landlord under this Lease as by a bill of sale, but Tenant shall remain responsible for the cost of removal and disposal of such Personalty, as well as any damage caused by such removal.

27. **RELOCATION.** Intentionally Omitted.

28. **NOTICES.** Any notice or document required or permitted to be delivered under this Lease shall be addressed to the intended recipient and sent by prepaid registered or certified United States Mail return receipt requested, or nationally-recognized overnight courier service furnishing a written or electronic record of attempted or actual delivery, and shall be deemed to be delivered when tendered for delivery to the addressee, whether or not actually accepted or received by the addressee, at its address set forth on the Reference Pages, or at such other address as it has then last specified by written notice delivered in accordance with this Article 28, or if to Tenant at either its address just described or at its last known registered office.

29. **BROKER DISCLOSURE/COMMISSIONS.** Landlord's Broker has acted as agent for Landlord in this transaction and is to be paid a commission by Landlord pursuant to a separate agreement. Tenant's Broker has acted as agent for Tenant in this transaction and is to be paid a commission by Landlord pursuant to a separate agreement. Landlord represents that Landlord has dealt with no other broker other than the broker(s) identified herein. Landlord agrees that, if any other broker makes a claim for a commission based upon the actions of Landlord, Landlord shall indemnify, defend and hold Tenant harmless (including reasonable attorneys' fees) from any such claim. Tenant represents that Tenant has dealt with no broker other than the broker(s) identified herein. Tenant agrees that, if any other broker makes a claim for a commission based upon the actions of Tenant, Tenant shall indemnify, defend and hold Landlord harmless (including reasonable attorneys' fees) from any such claim. Tenant will call cause Tenant's Broker to execute a customary lien waiver, adequate under applicable law, to extinguish any lien claims such broker may have in connection with this Lease.

30. MISCELLANEOUS.

30.1 **Defined Terms and Headings.** The headings in this Lease are for convenience of reference and in no way define, increase, limit or describe the scope or intent of any provision of this Lease. Any indemnification or insurance of Landlord shall apply to and inure to the benefit of all the following **“Landlord Entities”**, being Landlord, its constituent entities, its agents, and the respective trustees, directors, officers, partners, members, beneficiaries, shareholders, employees and agents of each of them. Any option granted to Landlord shall also include or be exercisable by Landlord’s agents. In any case where this Lease is signed by more than one person, the obligations under this Lease shall be joint and several. The terms **“Tenant”** and **“Landlord”** or any pronoun used in place thereof shall indicate and include the masculine or feminine, the singular or plural number, individuals, firms or corporations, and each of their respective successors, executors, administrators and permitted assigns, according to the context hereof. The term **“rentable area”** shall mean the rentable area of the Premises or the Property as calculated by Landlord on the basis of plans for or field measurements of the Property including a proportionate share of the common areas of the Building and the other buildings at the Property. Tenant hereby accepts and agrees to be bound by the figures for the rentable square footage of the Premises and Tenant’s Proportionate Share shown on the Reference Pages; however, Landlord may adjust either or both figures if there is manifest error, addition or subtraction to the Property. The term **“Building”** refers to the structure identified in the Reference Pages, in which the Premises are located. The term **“Property”** refers to the entire complex identified in the Reference Pages, and the common areas (parking lots, sidewalks, landscaping, etc.) appurtenant thereto where appropriate, and subject to Landlord’s reasonable discretion.

30.2 **Tenant’s Authority.** If Tenant signs as a corporation, partnership, trust or other legal entity, Tenant represents and warrants that Tenant has been and is qualified to do business in the state in which the Building is located, that the entity has full right and authority to enter into this Lease, and that all persons signing on behalf of the entity were authorized to do so by appropriate actions.

30.3 **OFAC.** Tenant hereby represents and warrants that neither Tenant, nor any persons or entities holding any legal or beneficial interest in Tenant (other than through ownership of publicly held shares of stock), are (i) the target of any sanctions program that is established by Executive Order of the President or published by the Office of Foreign Assets Control, U.S. Department of the Treasury (**“OFAC”**); (ii) designated by the President or OFAC pursuant to the Trading with the Enemy Act, 50 U.S.C. App. § 5, the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701-06, the Patriot Act, Public Law 107-56, Executive Order 13224 (September 23, 2001) or any Executive Order of the President issued pursuant to such statutes; or (iii) named on OFAC’s “List of Specially Designated Nationals and Blocked Persons.” If the foregoing representation is untrue at any time during the Term, an Event of Default will be deemed to have occurred, without the necessity of notice to Tenant.

30.4 **Financial Statements.** At Landlord’s request, Tenant shall deliver to Landlord a copy, certified by an officer of Tenant as being a true and correct copy, of Tenant’s most recent audited financial statements or, if unaudited, certified by Tenant’s chief financial officer as being true, complete and correct in all material respects. So long as Tenant, Guarantor, or the parent company of Tenant or Guarantor, is a publicly held entity, and as a result, such financial statements of Tenant, Guarantor, or the parent company of Tenant or Guarantor (as applicable) are available to the public, this Section 10.4 shall be deemed complied with.

30.5 **Time and Applicable Law.** Time is of the essence of this Lease and all of its provisions. This Lease shall in all respects be governed by the laws of the State of Illinois.

30.6 **Force Majeure.** In the event of a strike, lockout, labor trouble, civil commotion, act of God, fire, casualty, inability to procure or general shortage of labor, equipment, materials, supplies, failure of

transportation or power, restrictive governmental laws or regulations, riots, insurrection, terrorism, war, inclement weather, pandemic, quarantine, cyberattack, or any other cause similar or dissimilar to the foregoing beyond Landlord's or Tenant's control (a "Force Majeure Event") which results in Landlord or Tenant being unable to timely perform any of its respective obligations hereunder, so long as Landlord or Tenant diligently proceeds to perform such obligations after the end of such Force Majeure Event, Landlord or Tenant, as the case may be, shall not be in breach hereunder and the period of time for the performance of such action shall be extended by the number of days that the performance is actually delayed due to such Force Majeure Event, and this Lease shall not terminate; provided, however, except for any delays in the Rent Commencement Date, in no event shall a Force Majeure Event excuse or delay in any way Tenant's obligation to make timely payment of any Base Rent, Rent Adjustment, additional rent, or any other charges and sums due and payable hereunder, or the timely payment of premiums to maintain Tenant's insurance.

30.7 Cyber Security: Disclaimer of Liability; Indemnity.

30.7.1 Tenant acknowledges and agrees that certain Building and Property systems may be automated and rely upon internet connectivity. Landlord shall have no liability to Tenant in the event of any failure of such systems to operate properly due to viruses, malware, ransomware, hacking, infection, denial-of-service attacks, connection issues, computer crashes, data breaches, cyberattacks, outages, or other causes, whether or not foreseeable or preventable.

30.7.2 Landlord may, but shall not be required to, provide internet access and wi-fi service in any current or future tenant lounge(s), conference room(s), and other locations. Tenant acknowledges and agrees that any such internet connection and/or wi-fi poses significant security, privacy, and confidentiality risks, and that any use of Landlord-provided internet services and wi-fi by Tenant and its employees, agents, customers, and visitors is at the sole risk of Tenant and such employees, agents, customers, and visitors. Tenant agrees that Landlord has no obligation to secure any internet service, wi-fi service, network, or data transmission facilities at the Building or Property, and that Tenant shall be solely responsible for ensuring the safety and security of its use of the Internet, including without limitation by using secure connections, strong passwords, encryption, and firewalls; by installing, updating, and activating anti-virus software to protect Tenant's computers, mobile/portable devices, networks, and other equipment against viruses, malware, ransomware, data breaches, and other cyberattacks; by training its personnel and alerting visitors about cyber security; and by taking all other appropriate security measures.

30.7.3 Landlord will not be liable to Tenant or any of its employees, agents, customers, and/or visitors for any loss or damage caused by viruses, malware, ransomware, hacking, infection, denial-of-service attacks, connection issues, computer crashes, data breaches, outages, other cyberattacks, or other causes, whether or not foreseeable or preventable. Without limitation, Landlord shall have no liability for infections of or other damage to computer equipment, mobile/portable devices, other equipment, computer programs, data, or other proprietary material. In no event will Landlord be liable for damages of any kind, under any legal theory, arising out of or related to such use of, or inability to access or use, the internet or any wi-fi services, including any direct, indirect, special, incidental, consequential, or punitive damages, any damages for personal injury, pain and suffering, emotional distress, loss of revenue, loss of profits, loss of business or anticipated savings, loss of use, loss of goodwill, or loss of data, whether such damages were caused by tort (including negligence), breach of contract, or otherwise, and whether or not such damages were foreseeable or preventable.

30.7.4 Tenant agrees to indemnify, defend, protect, and hold Landlord harmless from and against any claim, loss, damage, demand, cost, or expense (including, without limitation, reasonable attorneys' fees and expenses) by any of Tenant's employees, agents, customers, and/or visitors for which Landlord have disclaimed liability in this Section 30.7.

30.8 Successors and Assigns. Subject to the provisions of Article 9, the terms, covenants and conditions contained in this Lease, including, without limitation, the terms of Section 31.2 below, shall be binding upon and inure to the benefit of the heirs, successors, executors, administrators and assigns of the parties to this Lease.

30.9 Entire Agreement. This Lease, together with its exhibits, contains all agreements of the parties to this Lease and supersedes any previous negotiations. There have been no representations made by Landlord or any of its representatives or relied on by Tenant, or understandings between the parties, other than those set forth in this Lease and its exhibits. This Lease may not be modified except by a written instrument duly executed by the parties to this Lease.

30.10 Examination Not Option. Submission of this Lease shall not be deemed to be a reservation of the Premises. Landlord shall not be bound by this Lease until it has received a copy of this Lease duly executed by Tenant and has delivered to Tenant a copy of this Lease duly executed by Landlord, and until such delivery Landlord reserves the right to show and lease the Premises to other prospective tenants; provided, however, that the execution and delivery by Tenant of this Lease to Landlord or its agent shall constitute an irrevocable offer by Tenant to lease the Premises on the terms and conditions contained in this Lease, which offer may not be withdrawn or revoked for fifteen (15) days after such execution and delivery.

30.11 Survival. All indemnification obligations of Landlord or Tenant under this Lease, and all other obligations of Landlord or Tenant under this Lease not fully performed as of the expiration or earlier termination of the Term, shall survive the expiration or earlier termination of the Term.

30.12 Recordation. Tenant shall not record this Lease or any memorandum hereof without the prior written consent of Landlord.

30.13 Hazardous Materials. For purposes of this Lease, “**Hazardous Materials**” shall mean flammables, explosives, radioactive materials, hazardous wastes and materials, toxic wastes and materials, and other similar substances, petroleum products and derivatives, and any substance subject to regulation by or under any Environmental Laws; and “**Environmental Laws**” shall mean all federal, state and local laws and ordinances relating to the protection of the environment or the keeping, use or disposition of environmentally hazardous materials, substances, or wastes, presently in effect or hereafter adopted, all amendments to any of them, and all rules and regulations issued pursuant to any of such laws or ordinances. Tenant shall not, and shall not direct, suffer or permit any of its agents, contractors, employees, licensees or invitees (each, a “**Tenant Entity**”) to at any time handle, use, manufacture, store or dispose of in or about the Premises, Building or Property any Hazardous Materials in violation of Environmental Laws, nor shall Tenant suffer or permit any Hazardous Materials to be used in any manner not fully in compliance with all Environmental Laws, in the Premises, Building or Property or hereafter allow the environment to become contaminated with any Hazardous Materials. Notwithstanding the foregoing, Tenant may handle, store, use or dispose of products containing small quantities of Hazardous Materials (such as aerosol cans for insecticides, toner for copiers, and the like) to the extent customary and necessary for the use of the Premises for the Permitted Use; provided that Tenant shall always handle, store, use, and dispose of any such Hazardous Materials in a safe and lawful manner and never allow such Hazardous Materials to contaminate the Premises, Building or Property or the environment. Tenant shall protect, defend, indemnify and hold each and all of the Landlord Entities harmless from and against any and all loss, claims, liability or costs (including court costs and reasonable attorneys’ fees) incurred by reason of the presence, handling, use or disposition in or from the Premises of any Hazardous Materials by Tenant or any Tenant Entity (even though permissible under applicable Environmental Laws or the provisions of this Lease). Landlord shall protect, defend, indemnify and hold Tenant harmless from and against any and all loss, claims, liability or costs (including court costs and reasonable attorneys’ fees) incurred by reason of the presence, handling, use or disposition in or from the Premises, the Building or the Property of any Hazardous Materials by Landlord

or any Landlord Entity but excluding any Hazardous Materials existing in the Premises, Building, or Property prior to the Commencement Date (“**Pre-Existing Hazardous Materials**”). Landlord hereby represents and warrants that as of the Commencement Date, to Landlord’s actual knowledge, the Premises contain no Hazardous Materials in violation of any Environmental Laws.

30.14 Counterparts. This Lease may be executed in any number of counterparts and by each of Landlord and Tenant on separate counterparts, which counterparts taken together shall constitute one and the same instrument. Landlord and Tenant each agree to permit the use from time to time, where appropriate, of electronic signatures in order to expedite the transaction contemplated by this Lease and intend to be bound by its respective electronic signature.

30.15 Partial Invalidity. If any term, provision or condition contained in this Lease shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, provision or condition to persons or circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and each and every other term, provision and condition of this Lease shall be valid and enforceable to the fullest extent permitted by law.

30.16 Illinois Liability. Notwithstanding anything to the contrary in this Lease, but subject to the provisions of Section 12 above, no agreement of Tenant in this Lease shall be deemed to exempt Landlord from liability or damages for injury to persons caused by or resulting from the negligence of Landlord, its agents or employees, in the operation or maintenance of the Building, to the fullest extent such exemption would be prohibited by applicable law.

30.17 Joint and Several Liability. If more than one person or entity is named as Tenant, the obligations imposed upon each shall be joint and several and the act of or notice from, or notice or refund to, or the signature of, any one or more of them shall be binding on all of them with respect to the tenancy of this Lease, including, but not limited to, any renewal, extension, termination or modification of this Lease.

30.18 Flood Disclosure. Concurrently with the execution of this Lease, Landlord and Tenant shall execute the flood disclosure attached hereto as Exhibit L (the “**Flood Disclosure**”) solely for the purposes of satisfying any Landlord disclosure requirements of 765 ILCS 705/25. If, at any time, 765 ILCS 705/25 is determined not to apply to the Building or the Premises, then this Section 30.18 and the Flood Disclosure shall be of no further force and effect. The inclusion of the Flood Disclosure shall grant Tenant no rights or remedies except as may expressly be provided by 765 ILCS 705/25 and in any event only to the extent that such statute applies to the Building or the Premises and only to the extent that such rights and remedies may not be waived (Tenant hereby agreeing to waive such rights and remedies and the application of 765 ILCS 705/25 to the maximum extent permitted by applicable law). To the maximum extent permitted by law, all limitations of liability and waivers set forth in this Lease (including, without limitation, Section 33 below) shall apply to any liability, rights and remedies relating to this Section 30.18 and the Flood Disclosure.

31. **PARKING.**

31.1 During such periods when Tenant is open for business for the Permitted Use at the Premises in accordance with this Lease during the Term (a) Tenant, at no cost to Tenant or its customers, shall have the exclusive right to the use of sixteen (16) parking spaces (the “**Reserved Parking Spaces**”) for customers at the location near the front door depicted on Exhibit G, with signage installed by Landlord, such signage to be at the sole cost of Tenant (subject to Tenant’s prior review and reasonable approval of such costs), (b) Tenant’s customers, at no cost to Tenant or Tenant’s customers, shall have access to all of the Property’s parking facilities (both surface and structured, the “**Parking Facility**”) (including, without limitation,

access to the reserved parking areas after 6:00 p.m. on weekdays, after 1:00 p.m. on Saturdays, and all day on Sundays, subject to the provisions of Section 31.3 below, (c) Tenant's employees, at no cost to Tenant or Tenant's employees, shall have access to the Parking Facility (including, without limitation, access to the reserved parking areas after 6:00 p.m. on weekdays, after 1:00 p.m. on Saturdays, and all day on Sundays, subject to the provisions of Section 31.3 below, and (d) the parking structure at the Property shall be made available to Tenant, at no cost to Tenant or Tenant's customers (excluding any amounts payable by Tenant to the Valet Servicer under Section 31.2 below), for valet parking in connection with Tenant's valet service relating to its restaurant operations at the Premises (including, without limitation, access for such purpose to the reserved parking areas at the same times as are permitted by clause (b), with a valet parking area in or on the upper level of the parking facility to be designated by Landlord from time to time and reasonably acceptable to Tenant, subject to the provisions of Sections 31.2 and 31.3 below.

31.2 Tenant may enter into a written valet parking agreement (the **"Valet Parking Agreement"**) with any valet service employed by Tenant for parking at the Property (the **"Valet Servicer"**). Each Valet Servicer shall be licensed and insured and shall at all times abide by the terms and conditions of this Lease. Landlord may also require that the Valet Servicer enter into an agreement with Landlord or with any garage operator that may be engaged by Landlord governing parking at the Parking Facility (the **"Facility Parking Agreement"**) which shall be reasonable and consistent in all respects with this Article 31 at no additional charge by Landlord to Tenant, the Valet Servicer, or the customers. Landlord shall not be obligated to incur any additional costs or liabilities under or in connection with such any Valet Parking Agreement, and Tenant shall pay all costs, expenses and fees incurred for such valet service as established under the Valet Parking Agreement. Any Valet Servicer shall use reasonable efforts to make sure that its valet operations do not materially and negatively disrupt, interfere with, or otherwise cause operational issues for the Parking Facility or any garage operator engaged by Landlord. In the event of any such material disruption, interference or other operational issues, upon written notice from Landlord, Tenant shall make commercially reasonable efforts to cure such disruption or interference. The Valet Parking Agreement and/or Facility Parking Agreement shall include, without limitation, commercially reasonable insurance and indemnity requirements acceptable to Landlord relative to said valet parking operations. Notwithstanding anything herein to the contrary, Landlord shall have the right to impose additional reasonable rules and regulations with respect to Tenant's valet parking rights under this Article 31 at any time when Landlord elects to do so, in its good faith judgment, for security or other operational purposes at the Building. Tenant shall be solely responsible, at its expense, for obtaining all required governmental approvals, if any, for a valet stand, which shall be located as shown on **Exhibit G**. Landlord shall have reasonable approval rights for all submissions made to any governmental entities to obtain such approvals.

31.3 Subject to the foregoing, the right to park at the Parking Facility shall be on an unreserved, non-exclusive, first-come, first-served basis and is for passenger-size automobiles and is subject to the following terms and conditions:

31.3.1 There shall be no charge for Tenant's customers' use of parking spaces in the Parking Facility, regardless of whether through the Valet Servicer or self-parked.

31.3.2 If the Property is being operated in accordance with Green Building Standards, Landlord may provide bicycle storage racks and may, in its discretion, elect to establish preferred parking programs for hybrid and alternative fuel vehicles. Tenant acknowledges that the Parking Facility or any portion thereof may be closed entirely or in part in order to make repairs or perform maintenance services, or to alter, modify, re-stripe or renovate any of the Parking Facility, or if required by casualty, strike, condemnation, act of God, governmental law or requirement or other reason beyond Landlord's or the operator's reasonable control. In the event of any such closure, Landlord shall use reasonable efforts to provide alternative parking for Tenant's customers.

31.3.3 Without limitation of any other provision of this Lease, Tenant, to the extent permitted by law, hereby waives all claims against Landlord, its agents and employees for loss, theft or damage to property and for injuries to persons arising out of the use of the Parking Facility by Tenant's customers. Particularly, and not in limitation of the foregoing, all automobiles and personal property that is at the Parking Facility shall be there at the risk of Tenant's customers and Landlord shall not be liable for damage thereto or theft or misappropriation thereof. In any event, to the extent permitted by law Tenant agrees to require that Tenant's customers look first to their respective insurance carriers for payment of any losses sustained in connection with any use of the Parking Facility.

31.4 Tenant's employees shall park their cars only in the area ("**Employee Parking Area**") specifically designated from time to time by Landlord for that purpose. The right to park in the Employee Parking Area shall be on an unreserved, non-exclusive, first-come, first-served basis and is for passenger-size automobiles and is subject to the following terms and conditions:

31.4.1 There shall be no charge for Tenant's employees' use of parking spaces in the Employee Parking Area.

31.4.2 Tenant shall at all times abide by and shall cause each of Tenant's employees to abide by any rules and regulations ("**Rules**") for use of the Employee Parking Area that Landlord or the operator of the Employee Parking Area reasonably establishes from time to time that are provided to Tenant in writing, and otherwise agrees to use the Employee Parking Area in a safe and lawful manner. Landlord reserves the right to adopt, modify and enforce the Rules governing the use of the Employee Parking Area from time to time. Landlord may refuse to permit any person who violates the Rules to park in the Employee Parking Area, and any violation of the Rules shall subject the car to removal from the Employee Parking Area.

31.4.3 Tenant covenants that it will enforce the parking by its employees in the Employee Parking Area. Tenant shall furnish to Landlord the automobile license numbers and description of cars used by its employees within five (5) days after such employees' start dates and, again, within five (5) days after their end dates. Tenant shall pay Landlord, upon demand, \$25.00 for each day on which a car of an employee of Tenant is parked outside the Employee Parking Area. In the event any vehicle is parked by an employee of Tenant in any parking area other than the Employee Parking Area, Landlord shall have the right to cause the vehicle to be towed to a location designated by Landlord, and Tenant shall be obligated to reimburse Landlord for all towing charges. Tenant further agrees to hold harmless Landlord and defend Landlord, its agents and employees against any and all claims of the employee and/or owner of the vehicle towed.

31.4.4 If the Property is being operated in accordance with Green Building Standards, Landlord may provide bicycle storage racks and may, in its discretion, elect to establish preferred parking programs for hybrid and alternative fuel vehicles. Tenant acknowledges that the Employee Parking Area may be closed entirely or in part in order to make repairs or perform maintenance services, or to alter, modify, re-stripe or renovate the Employee Parking Area, or if required by casualty, strike, condemnation, act of God, governmental law or requirement or other reason beyond Landlord's or the operator's reasonable control. In the event of any such closure, Landlord shall use good faith efforts to provide alternative parking for Tenant's employees.

31.4.5 Without limitation of any other provision of this Lease, Tenant, to the extent permitted by law, hereby waives all claims against Landlord, its agents and employees for loss, theft or damage to property and for injuries to persons arising out of the use of the Employee Parking Area by Tenant's employees. Particularly, and not in limitation of the foregoing, all automobiles and personal property that is at the Employee Parking Area shall be there at the risk of Tenant's employees and Landlord

shall not be liable for damage thereto or theft or misappropriation thereof. In any event, to the extent permitted by law Tenant agrees to require that Tenant's employees look first to their respective insurance carriers for payment of any losses sustained in connection with any use of the Employee Parking Area. Landlord shall have the right to require individual Tenant's employees to enter into separate standard parking agreements pursuant to which, among other things, such individuals acknowledge the foregoing.

32. SIGNAGE.

32.1 All signage of Tenant shall comply with the terms of Exhibit H and all such signage shall be subject to Landlord's approval, not to be unreasonably withheld, conditioned or delayed. Provided Tenant complies with the applicable terms in Exhibit H, Tenant shall have the right, subject to any applicable restrictions or limitations per applicable law and subject to the receipt of all necessary governmental approvals (including, but in no way limited to, the Village of Oak Brook), to install exterior signage above the storefront of the Premises and on the parking structure located on the Property (in the approximate location shown on Exhibit I) from time to time subject to Landlord's approval, such approval not to be unreasonably withheld, conditioned or delayed. Landlord agrees to cooperate in good faith with Tenant's efforts to obtain any necessary approvals, permits or variances as may be required for Tenant's signage. Landlord may, without limitation, refuse to approve any exterior signage that is not consistent with the architecture and general appearance of the Building, will cause undue damage to the Building, or which is otherwise inconsistent with first-class office building signage. Tenant's exterior signage shall be expressly for purposes of identifying Tenant and shall not include the name of any other person or entity. Tenant shall maintain such exterior signage in good condition. Landlord, at Landlord's cost, reserves the right, upon reasonable notice to Tenant, to temporarily remove such exterior signage if necessary in connection with any repairs, renovations, improvements or additions to the Building, provided that Landlord shall minimize, to the extent practical, the duration of any period during which such exterior signage shall need to be removed. As soon as such exterior signage no longer needs to be removed, Landlord, at Landlord's cost, shall re-install such exterior signage. Prior to the expiration or earlier termination of the Term of this Lease, Tenant shall remove such exterior signage (and all associated hardware) from the Building and shall restore the affected area to the condition existing prior to the installation of such exterior signage. Notwithstanding any of the foregoing to the contrary, Landlord hereby approves the locations, design and color for Tenant's signage and branding items as set forth on Exhibit I attached hereto provided that Tenant's signage shall remain subject to Landlord's approval (not to be unreasonably withheld, conditioned or delayed) with respect to manufacturing and installation. In addition, subject to all applicable law and conditioned upon Tenant's receipt of all governmental approvals and permits, Tenant shall have the right, subject to Landlord's approval (not to be unreasonably withheld, conditioned or delayed) to install "Coming Soon", "Now Hiring" and "Grand Opening" banners for a period of sixty (60) days prior to and after opening for business at the Premises, and in no event for longer than one hundred twenty (120) days.

32.2 Provided Tenant is leasing, occupying and operating for the Permitted Use in the entire Premises, and provided Tenant obtains and maintains at Tenant's expense all necessary permits, licenses and approvals, Tenant shall have the right to one (1) panel identifying Tenant on the pylon sign at the Building. Tenant's panel shall be in the position as set forth on Exhibit J. Tenant's signage shall be in compliance with all applicable law and Landlord's signage criteria and shall be subject to Landlord's approval, not to be unreasonably withheld, conditioned or delayed. Landlord, at Landlord's expense, shall install Tenant's initial panel on the pylon sign and shall obtain all permits and approvals therefore. The cost and expense incurred in repairing, maintaining and replacing the pylon sign shall be included in Expenses. Upon the expiration or earlier termination of this Lease or Tenant's right to install such pylon signage, unless otherwise directed by Landlord, Tenant shall promptly remove Tenant's pylon signage and reimburse Landlord for all costs and expenses associated with any damage to the pylon sign caused by such removal. Landlord reserves the right to replace and/or relocate the pylon sign provided that Tenant shall have the

right to maintain a panel on such replaced or relocated pylon sign substantially in accordance with this Section 32.2.

33. **LIMITATION OF LANDLORD'S LIABILITY.** Recourse for any claim against Landlord under this Lease shall be limited to and enforceable only against and to the extent of Landlord's equity interest in the Building and the Property. The obligations of Landlord under this Lease are not intended to be and shall not be personally binding on, nor shall any recourse be had to the assets of, any of the Landlord Entities, and in no case shall Landlord be liable to Tenant hereunder for any lost profits, damage to business, or any form of special, indirect or consequential damages.

34. **GUARANTY.** Tenant shall cause the Guarantor to execute a Guaranty of the obligations of Tenant under this Lease in the form of **Exhibit E** attached hereto and made a part hereof.

35. **OPTION TO RENEW.**

35.1 Provided (i) this Lease is then in full force and effect and (ii) no Event of Default by Tenant is in existence either on the date of delivery of a Tenant's Renewal Notice (as hereinafter defined) or on the date on which the applicable Renewal Term will commence, Tenant shall have the right to extend the Term of this Lease (each, a "**Renewal Option**") for three (3) additional periods of five (5) years (each, a "**Renewal Term**") commencing on the day next following the Termination Date of the initial Term or the day following the expiration of the first Renewal Term (with respect to the second Renewal Option) or the day following the expiration of the second Renewal Term (with respect to the third Renewal Option), as applicable, and ending, in each case, on the last day of the fifth (5th) year after the date on which the applicable Renewal Term commences if Landlord receives notice of exercise (each, a "**Tenant's Renewal Notice**") no later than twelve (12) months but not earlier than fifteen (15) months prior to such Termination Date or expiration of the prior Renewal Term, as applicable.

35.2 Base Rent per rentable square foot of the Premises for each of the Renewal Terms shall be in the amounts set forth in the Reference Pages above. Tenant shall continue to pay Rent Adjustment and Percentage Rent for the Premises as provided in Article 3.

35.3 Intentionally omitted.

35.4 If Tenant is entitled to and properly exercises a Renewal Option, Landlord shall prepare an amendment (the "**Renewal Amendment**") to this Lease to reflect changes in the Term and Base Rent and Tenant shall execute and return such Renewal Amendment to Landlord within thirty (30) days after its submission to Tenant. However, an otherwise valid exercise of a Renewal Option shall be fully effective whether or not the Renewal Amendment is executed.

35.5 Any termination of this Lease or of Tenant's right to possession, and any assignment of this Lease or any subletting of all or any part of the Premises other than as permitted under this Lease

36. **TENANT'S EXCLUSIVE.**

36.1 On and after the Effective Date, provided that the Exclusive Conditions (as hereinafter defined) are met, Landlord shall not enter into any lease for space in Building or Property, other than the Premises, to be used for: (a) a sit-down [REDACTED] restaurant with waiter and waitress service, or (b) a sit-down restaurant with waiter and waitress service with steak as a "substantial offering" on the menu (collectively, "**Tenant's Exclusive**"). "**Substantial Offering**" as used herein, shall mean that the menu offers two (2) or more types of steak. The "**Exclusive Conditions**" shall mean, collectively: (A) this Lease remains in effect, and (B) there is no Event of Default by Tenant.

36.1.1 Notwithstanding anything herein to the contrary, the Tenant's Exclusive shall not apply to: (A) any tenants or subtenants under existing leases in effect as of the Effective Date; provided, however, that, if such tenant or subtenant proposes to change its use on or after the Effective Date, then to the extent that such tenant's lease requires Landlord's prior approval of such change in use and Landlord has sufficient discretion under such lease to reject such change, then Landlord will reject any proposed change in use that may violate Tenant's Exclusive; or (B) any fast-casual restaurant; or (C) any restaurant or other use that sells steaks, but not as a Substantial Offering.

36.1.2 If Landlord's enters into a lease in violation of Tenant's Exclusive, and if such violation is not cured within ninety (90) days from Landlord's receipt of written notice from Tenant of such violation ("**Landlord's Violation**") and provided Tenant is operating its business for the Permitted Use, except in the event Tenant is not so operating as a result of any Permitted Closure, then Tenant shall have the right, as Tenant's sole and exclusive remedy to, in lieu of the payment of full Base Rent hereunder, to abate fifty percent (50%) of Tenant's Base Rent payments ("**Substitute Rent**") (without adjusting the Breakpoint and without limiting Tenant's obligations with respect to any other component of Rent hereunder) until the earlier to occur of: (A) the cure of such violation, (B) the termination of this Lease as set forth in Section 36.1.4 below, (C) the date a court of competent jurisdiction determines that no Landlord's Violation has occurred, or (D) the commencement date of any Renewal Term hereunder. The parties agree that the monetary damages to be suffered by Tenant as a result of a breach by Landlord in this Article 36 are difficult to ascertain and that the payment of Substitute Rent constitutes the best estimate by the parties of the amount of such damage. Such payment of Substitute Rent shall be retroactive to the date any of any such breach of the Tenant's Exclusive commenced, and Tenant shall deduct any overpayments of Rent from Rent coming due under this Lease. Notwithstanding the foregoing, if a court of competent jurisdiction determines that no Landlord's Violation has occurred, then the terms of this paragraph will no longer apply to such tenant's use, Tenant shall immediately resume paying full Base Rent hereunder, and the amount of any Base Rent previously abated with respect to such alleged violation pursuant to this Article 36 shall be immediately due and payable to Landlord as additional rent.

36.1.3 Notwithstanding the foregoing, if the breach of Tenant's Exclusive is by any other tenant that is subject to Tenant's Exclusive and whose lease does not allow a violation thereof (a "**Rogue Tenant**"), then as long as Landlord is exercising commercially reasonable efforts to cause a Rogue Tenant violation to cease, Tenant will not be entitled to any of the foregoing remedies, without prejudice to Tenant's right to pursue the violating tenant or subtenant directly. While Landlord will take into account Tenant's factual concerns or evidence, Landlord will only rely on its own investigation and Landlord will not be obligated to take any specific action directed by Tenant in any specific instance with respect to any alleged Rogue Tenant violation including, without limitation, any action that Landlord reasonably believes is without merit, or will cause Landlord to suffer material cost, liability or expense where Landlord and its counsel have reasonably determined that there is a limited or no likelihood of success on the merits, provided that if Landlord does not commence using commercially reasonable efforts to cause a Rogue Tenant violation to cease within sixty (60) days from Landlord's receipt of a written notice from Tenant, then Tenant shall be entitled to the specified remedies in this Article 36. Notwithstanding the foregoing, if a court of competent jurisdiction determines that such Rogue Tenant has not in fact violated Tenant's Exclusive, then the terms of this paragraph will no longer apply to such tenant's use. As used herein "commercially reasonable efforts" in the context of a Rogue Tenant may, at Landlord's option, include any one or more of the following as appropriate under the applicable circumstances: (i) investigate any alleged violation following written notice from Tenant, which notice shall specify in detail the nature and extent of the alleged violation, (ii) deliver a notice to the alleged Rogue Tenant, and related efforts to negotiate an amicable resolution to any alleged Rogue Tenant violation without immediately resorting to a default notice and/or litigation, (iii) deliver a notice of a default with respect to any Landlord confirmed Rouge Tenant violation including, without limitation, a demand to cease and desist, and/or (iv) the exercise by Landlord of Landlord's remedies under the applicable lease including, without limitation, the filing of any appropriate

legal proceeding to prohibit or enjoin any further violation by such Rogue Tenant. While Landlord will take into account Tenant's factual concerns or evidence, Landlord will only rely on its own investigation and Landlord will not be obligated to take any specific action directed by Tenant in any specific instance with respect to any alleged Rogue Tenant violation including, without limitation, any action that Landlord reasonably believes is without merit, or will cause Landlord to suffer material cost, liability or expense where Landlord and its counsel have reasonably determined that there is a limited or no likelihood of success on the merits.

36.1.4 If any Landlord Violation is not cured within one (1) year from the date Tenant starts to pay Substitute Rent hereunder, (and a court of competent jurisdiction has not determined that a Landlord's Violation has not in fact occurred or Landlord and Tenant have not otherwise settled in writing any dispute over whether a Landlord Violation has occurred), then Tenant shall have the right to terminate this Lease by providing Landlord written notice at any time following the expiration of such 1-year period and prior to Landlord's cure of such Landlord's Violation and this Lease shall expire one hundred eighty (180) days following the date of delivery of such notice to Landlord; provided, however, if Landlord shall thereafter have cured such Landlord Violation within ninety (90) days after receipt of Tenant's termination notice, such termination shall be null and void and of no force or effect and this Lease shall continue in accordance with its terms. Notwithstanding anything herein to the contrary, in the event such Landlord Violation is continuing following such one (1) year period and Tenant does not elect to terminate this Lease thereafter as set forth herein, in the event that Tenant exercises any Renewal Option in accordance with the terms and conditions of Section 35 above, effective as of the first (1st) day of the relevant Renewal Term, Tenant shall resume paying full Base Rent hereunder. Notwithstanding the foregoing, in the event (i) a Landlord's Violation has occurred, and if within said 1-year period, Landlord is exercising diligent and good faith efforts to cause such violation to cease and such efforts are continuing at the expiration of said 1-year period, or (ii) Landlord has contested in good faith whether a Landlord's Violation has occurred and such contest is not resolved at the expiration of said 1-year period, then in either case, the 1-year period described above shall be extended to a period of eighteen (18) months and each reference to the 1-year period herein shall in each instance be deemed to mean and refer to an 18-month period.

37. CERTAIN RESTAURANT EQUIPMENT/SYSTEMS AND MAINTENANCE.

37.1 Tenant shall install within the Premises all exhaust fans and systems, ductwork and venting (but excluding scrubbers), necessary to minimize discharge of airborne particulates into common areas of the Building or spaces leased to other tenants.

37.2 Without limiting Tenant's obligations elsewhere in this Lease, Tenant shall use, operate and maintain, in good repair, in a clean and sanitary condition, and in accordance with all applicable laws, codes, ordinances and regulations of any governmental authority having jurisdiction, drain lines, and standard exhaust systems within the Premises. Tenant shall comply with Tenant's national brand standards as such standards exist as of the Effective Date hereof (and provided the same are in keeping with other first class restaurant operations in the Oak Brook area) relating to sanitation, extermination, garbage service, grease traps, associated drain lines, sump pit and kitchen exhaust systems, and Tenant shall pay all costs and expenses in connection with compliance with such requirements. Tenant shall obtain and maintain in force maintenance contracts with respect to this equipment with reputable contractors approved in advance by Landlord. Upon Landlord's request, Tenant shall furnish copies of such contracts to Landlord prior to opening for business and thereafter from time to time as renewed, changed or replaced.

37.3 In addition, Tenant shall maintain in good working order and condition and in accordance with rules and regulations of insurers of the Premises and Building, all fire extinguishing systems in the Premises, subject to Landlord's obligations under Section 7.1 above.

37.4 If Tenant's kitchen exhaust systems connect to pipes, stacks, vents, scrubbers, or other facilities located outside the Premises, Tenant shall pay all costs of cleaning, degreasing and maintenance of such facilities outside the Premises (on an equitable pro-rata basis with any other tenants utilizing such facilities outside the Premises), which service may be performed by Landlord or another user of such facilities.

37.5 Tenant shall, at its cost, engage professional exterminators to service all food preparation and storage areas to keep the Premises and the Building free from insects, rodents and other pests.

38. ROOFTOP EQUIPMENT.

Except as part of the Approved Plans, Tenant shall not install any equipment (including any telecommunication equipment) outside of the Premises, including but not limited to, upon the roof of the Premises without Landlord's consent, which consent shall not be unreasonably withheld or delayed. Landlord may condition its consent by requiring Tenant to: (a) comply with Building standards regarding the method and manner of installation of any equipment; (b) use Landlord's contractors to make installations affecting the Property, Building structure, or roof, provided such contractors shall be at market rates; (c) comply with the provisions of Article 6 above, or **Exhibit B**, as applicable; (d) provide evidence that a telecommunications provider is authorized to provide services pursuant to applicable with respect to any permitted telecommunications equipment; (e) not interfere with any other telecommunications equipment in the Building; (f) use Landlord's telecommunications provider if Landlord provides telecommunication services to the Property, provided such provider shall be a market rates; and (g) otherwise coordinate with Landlord or Landlord's property manager in coordinating access to the roof. In no event shall Tenant or any employee, contractor or agent of Tenant do anything to void any roof warranty or disturb any other roof-top equipment serving Tenant's Building. Landlord shall have the right to insist on reasonable security regulations to access the roof of the Premises. Tenant shall not cause any electromagnetic field interference. If Tenant generates any electromagnetic field interference, Tenant at its sole cost and expense, shall remove such interference. If Landlord requests, Tenant shall relocate any of Tenant's equipment or personal property that creates electromagnetic field interference. The removal of Tenant's Telecommunications Equipment shall be governed by Section 26 above.

39. EXHIBIT CONTINGENCY.

The parties acknowledge and agree that as of the Effective Date, (a) the Draft Exhibit I attached to this Lease is in draft form only and the Floor Plan Depicting the Premises, to be attached as Exhibit A, and Tenant's Concept Plan and Approved Signage (including the depiction of the Expanded Outdoor Seating Area and the parking structure signage) to be attached as part of Exhibit I have not yet been finalized by Tenant and approved by Landlord and (b) the façade improvements to be marked as "Landlord's Work" as part of Exhibit I have not yet been finalized by Landlord and approved by Tenant. Tenant agrees upon execution of this Lease to work diligently to complete such applicable exhibits and submit them to Landlord for Landlord's final approval of the same, and upon approval of such exhibits, including Tenant's approval of the façade improvements, such exhibits shall, by virtue of an amendment, be attached to this Lease as Exhibit A and Exhibit I accordingly, and the Draft Exhibit I attached to this Lease shall be deleted. In the event that the parties have not executed such amendment within thirty (30) days from the Effective Date, then either Tenant or Landlord may terminate this Lease upon written notice to the other party, such notice to be given at any time after expiration of such 30-day period and prior to the date on which such amendment is executed.

[Signature Page Follows]

LANDLORD:

Franklin Oak Brook 22, LLC,
an Illinois limited liability company

DocuSigned by:

E0CF2E58F1004A7

By: _____
Name: Ray Warner
Title: _____ Manager

TENANT:

TS Dev Oak Brook, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

LANDLORD:

Franklin Oak Brook 22, LLC,
an Illinois limited liability company

By: _____
Name: _____
Title: _____

TENANT:

TS Dev Oak Brook, LLC,
a Delaware limited liability company

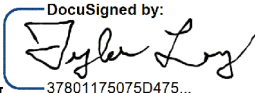
By:  _____
Name: _____
Title: CFO

EXHIBIT A
FLOOR PLAN DEPICTING THE PREMISES

[See Following Page]

EXHIBIT A-1

SITE PLAN

Exhibit A-1 is intended only to show the general layout of the Building and the Property (including the common areas appurtenant thereto) as of the beginning of the Term of this Lease. It does not in any way supersede any of Landlord's rights set forth in Article 17. It is not to be scaled; any measurements or distances shown should be taken as approximate.

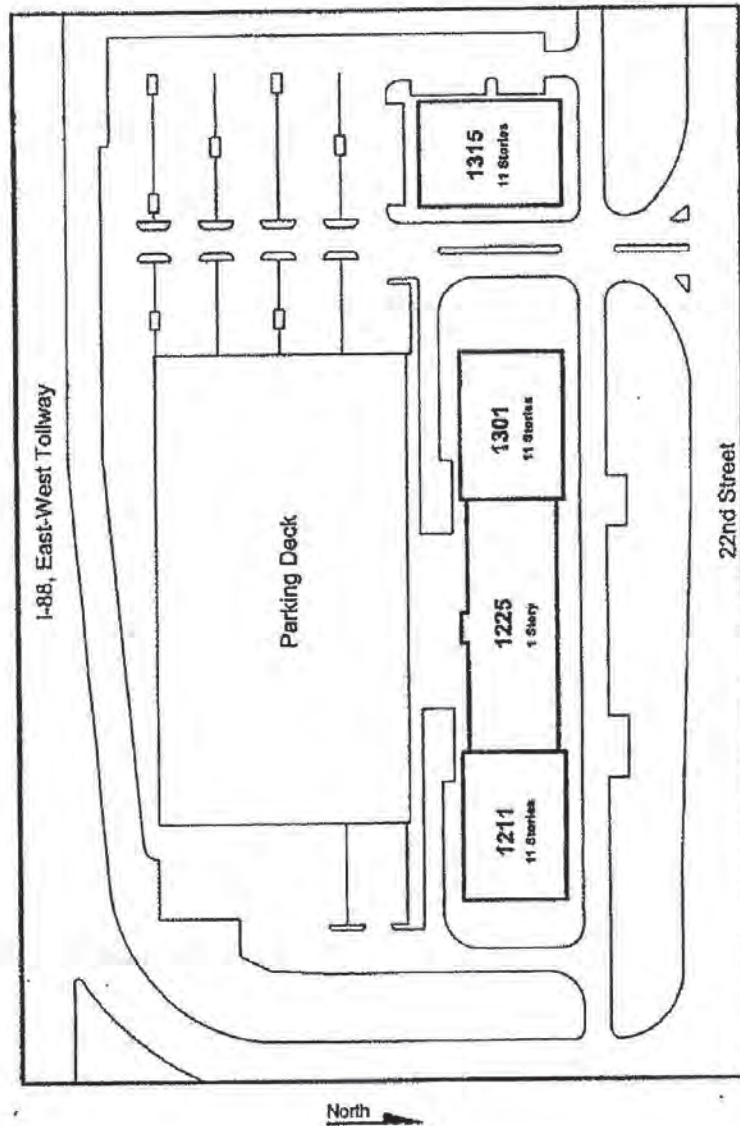
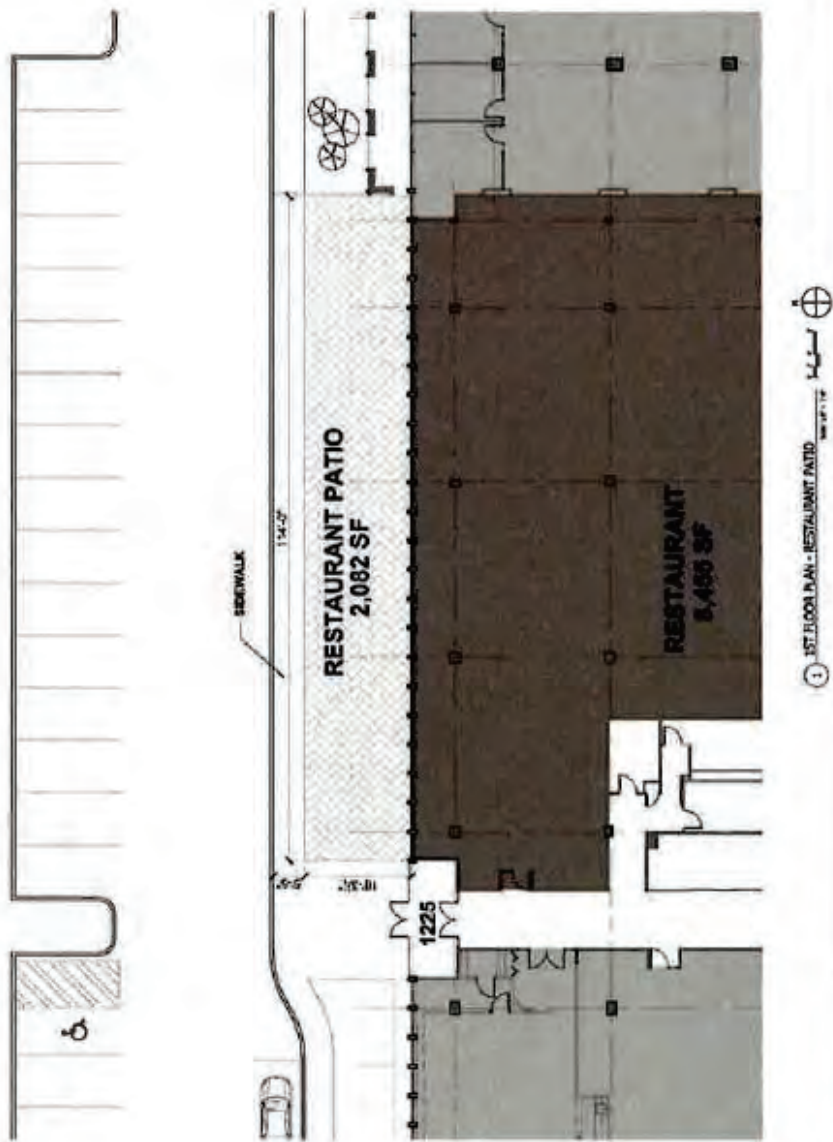


EXHIBIT A-2

EXISTING OUTDOOR SEATING AREA

[See Attached.]



APRIL 6, 2016
WISCONSIN RESIDENTIAL ARCHITECTS
1000 W. WISCONSIN AVE.
MILWAUKEE, WI 53233

OAK BROOK
1000 W. WISCONSIN AVE.
MILWAUKEE, WI 53233

EXHIBIT A-3

OUTDOOR SEATING AREA TERMS AND CONDITIONS

Tenant's rights in Section 1.13 of the Lease with respect to the use of the Outdoor Seating Area are subject to the following terms and conditions (and any reference in this Lease to a "patio" or similar area shall mean and refer to the Outdoor Seating Area referred to herein):

(a) Tenant shall have the right to use the Outdoor Seating Area for outdoor seating in accordance with and subject to compliance with all applicable Outdoor Seating Area Requirements, and all applicable laws including applicable fire codes regarding the location, number and configuration of tables, seating and other furniture within the Outdoor Seating.

(b) The Outdoor Seating Area, as depicted on Exhibit A-2 and on Exhibit I may not be relocated or materially reconfigured without Landlord's prior written consent, which consent shall not be unreasonably withheld. All costs related to the Outdoor Seating Area will be borne solely by Tenant.

(c) Tenant's use of the Outdoor Seating Area will be subject to all applicable terms and conditions of this Lease including Tenant's insurance and indemnity obligations under this Lease. Tenant shall ensure that all policies of insurance extend to coverage to Tenant's operations within the Outdoor Seating Area. The rules and regulations as set forth in Exhibit D, as such may be modified pursuant to Section 16 of the Lease, shall apply to the Outdoor Seating Area. Except for trash receptacles used in the ordinary course of business, Tenant shall not store any trash or garbage within the Outdoor Seating Area.

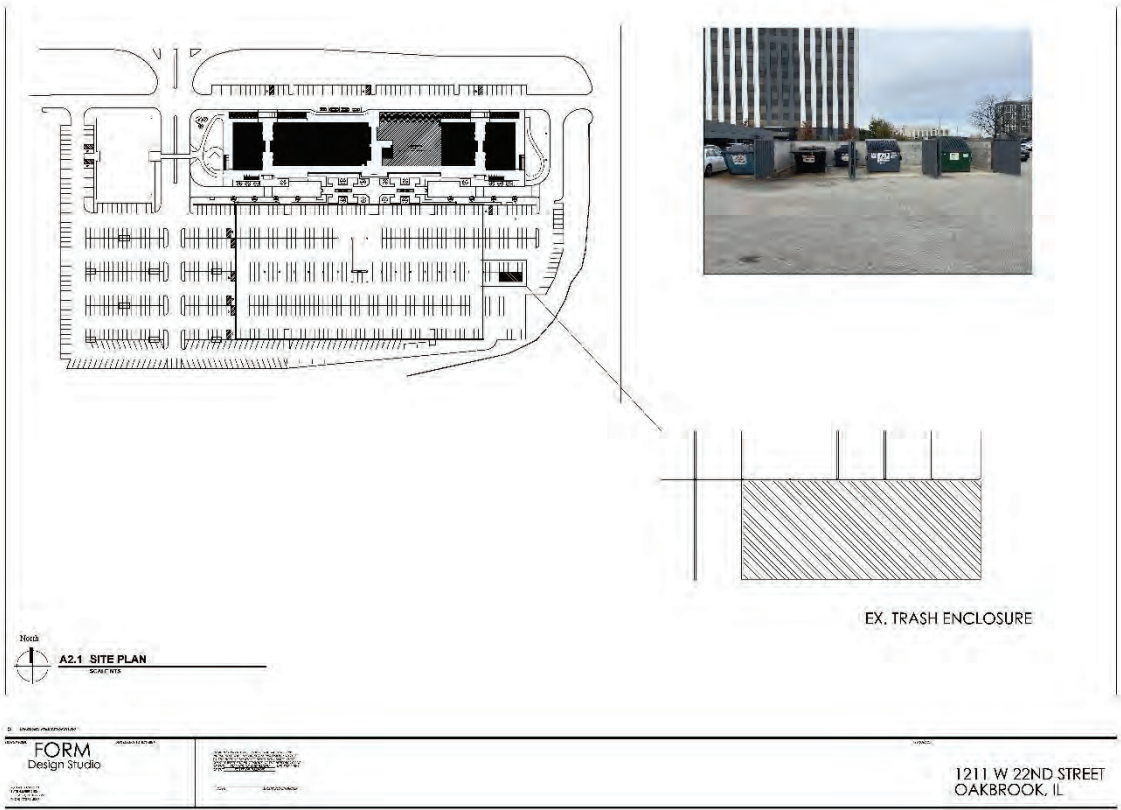
(d) The maintenance, repair and replacement of all furniture and improvements located in or comprising the Outdoor Seating Area shall be performed by Tenant, at its sole expense, in accordance with all Outdoor Seating Area Requirements. Without limiting the foregoing, Tenant shall be solely responsible at its sole risk, cost and expense of (i) securing all furniture and movable equipment used by Tenant in connection with the Outdoor Seating Area to keep same within the Outdoor Seating Area at all times (and to avoid being moved or windblown into the Common Areas), and (ii) frequent trash collection, including removal of unattended food and beverages (including any that falls to the ground) as necessary to prevent windblown debris from blowing into the Common Areas or attracting animals, birds, insect, pests or vermin that may create additional maintenance in the Common Areas or a nuisance in the Project. Tenant understands and agrees that the appearance and maintenance of the Outdoor Seating Area are of major concern to Landlord because the improper use thereof may detract from the first-class appearance of the Property, Tenant agrees to maintain the Outdoor Seating Area and the furniture within the Outdoor Seating Area in a first-class condition, subject to normal and reasonable wear and tear, and will replace as necessary any furniture showing significant signs of wear and tear in accordance with this Exhibit A-3. Subject to compliance with applicable laws, Tenant shall keep the Outdoor Seating Area appropriately lighted as necessary during periods when the Outdoor Seating Area is in use as reasonably determined by Tenant. Tenant shall be solely responsible at all times for the security of the Outdoor Seating Area, including the security of Tenant's property placed in the Outdoor Seating Area.

(e) Tenant's operations in connection with the use of the Outdoor Seating Area may not obstruct or unreasonably interfere with the use of the Common Areas or vehicular or pedestrian ingress and egress within, to and from the Property. If in Landlord's reasonable determination,

Tenant's operation of the Outdoor Seating Area results in an emergency condition (i.e., a condition that creates an imminent risk of material personal injury, death or material property damages, a nuisance, a violation of law that threatens imminent imposition of fines or other penalties by the Village of Oak Brook against Landlord or the Property, or interference with the business operations of any other tenant of the Property), Landlord may take such action as may be reasonably required to alleviate or mitigate such condition at Tenant's expense. Regardless of whether Landlord takes any such action, Landlord may provide Tenant with written notice of such conditions (each a "**Nuisance Notice**"). Tenant agrees to immediately take reasonable measures to prevent the recurrence of any such condition raised in a Nuisance Notice as soon as reasonably possible.

[end of Exhibit A-3; remainder of page left intentionally blank]

EXHIBIT A-4



TRASH RECEPTACLE LOCATION

EXHIBIT B

WORKLETTER

LANDLORD'S WORK

Subject to force majeure, Landlord shall complete by August 1, 2025: (i) the landscaping work generally outlined on the preliminary plans attached as Schedule 1 to this Exhibit B (which preliminary plans are subject to modification by Landlord and subject to the receipt of all necessary municipal approvals therefore), and (ii) the construction and installation of the monument and directional signage depicted on Exhibit J attached to this Lease; (iii) the separation of the water submeter in accordance with Section 13.1 of the Lease, and (iv) the façade improvements marked as “Landlord’s Work” on Exhibit I (collectively, “**Landlord’s Work**”). In the event Landlord fails to complete Landlord’s Work by August 1, 2025, then Tenant shall receive a day-for-day abatement of Base Rent for each day of delay, commencing as of the Rent Commencement Date.

TENANT'S WORK

In consideration of the covenants contained in this Workletter and in the Lease, Landlord and Tenant agree as follows:

1. **TENANT'S WORK.** Tenant, at its sole cost and expense, shall perform, or cause to be performed, the work (the “**Tenant’s Work**”) in the Premises provided for in the Approved Plans (as defined in Paragraph 2 hereof). Without limiting the foregoing, Tenant’s Work may include rebranding work performed to the restrooms in the Premises. Subject to Tenant's satisfaction of the conditions specified in this Workletter, Tenant shall be entitled to the Allowance (as defined in Paragraph 8 below).

2. **PRE-CONSTRUCTION ACTIVITIES.**

(a) Following full execution and delivery of the Lease and prior to delivery of possession of the Premises to Tenant, Tenant shall submit the following information and items to Landlord for Landlord's review and approval:

(i) The names and addresses of Tenant's architect (“**Tenant’s Architect**”) and of the general contractor to be engaged by Tenant for the Work (individually a “**Tenant Contractor**” and collectively “**Tenant’s Contractors**”). Notwithstanding anything to the contrary contained herein, Landlord shall have no right to approve or disapprove Tenant's Architect and/or Tenant's Contractors provided in no event shall Tenant hire Columbia Mechanical to perform any work in the Building nor shall any Tenant Contractor hire Columbia Mechanical as a subcontractor.

(ii) Certified copies of insurance policies or certificates of insurance as hereinafter described. Tenant shall not permit Tenant's Contractors to commence work until the required insurance has been obtained and certified copies of policies or certificates have been delivered to Landlord.

(iii) The Tenant’s Plans (as hereinafter defined) for the Tenant’s Work, which Tenant’s Plans shall be subject to Landlord's approval in accordance with Paragraph 2(b) below.

Tenant will update such information and items by notice to Landlord of any changes.

(b) Landlord has approved Tenant's Floor Plan, attached as **Exhibit A**, and Tenant's Concept Plan, attached as **Exhibit I** (collectively, Tenant's "**Preliminary Plans**"); provided that the parties agree and acknowledge that Landlord has approved the Preliminary Plans only with respect to design, layout, colors, elevations, signage and the Outdoor Seating Area as shown therein and that Tenant's Plans remain subject to Landlord's approval in all other respects as set forth herein. As used herein the term "**Approved Plans**" shall mean the Tenant's Plans (as hereinafter defined), as and when approved in writing by Landlord. As used herein, the term "**Tenant's Plans**" shall mean the full and detailed architectural and engineering plans and specifications covering the Tenant's Work (including, without limitation, architectural, mechanical and electrical working drawings for the Tenant's Work). The Tenant's Plans shall be subject to Landlord's approval and the approval of all local governmental authorities requiring approval of the Tenant's Work and/or the Approved Plans. Landlord shall give its approval or disapproval (giving general reasons in case of disapproval) of the Tenant's Plans within ten (10) days after their delivery to Landlord. Landlord agrees not to unreasonably withhold its approval of the Tenant's Plans; provided, however, that Landlord shall not be deemed to have acted unreasonably if it withholds its approval of the Tenant's Plans because, in Landlord's reasonable opinion: the Tenant's Work as shown in the Tenant's Plans is likely to adversely affect Building systems, the structure of the Building or the safety of the Building and/or its occupants; the Tenant's Work as shown on the Tenant's Plans could impair Landlord's ability to furnish services to Tenant or other tenants; the Tenant's Work would violate any governmental laws, rules or ordinances (or interpretations thereof); the Tenant's Work contains or uses hazardous or toxic materials or substances; the Tenant's Work would adversely affect the appearance of the Building; the Tenant's Work is likely to adversely affect another tenant's premises; or the Tenant's Work is prohibited by any mortgage or trust deed encumbering the Building. The foregoing reasons, however, shall not be exclusive of the reasons for which Landlord may withhold consent, whether or not such other reasons are similar or dissimilar to the foregoing, provided however, that Landlord shall not withhold its consents to Tenant's Plans to the extent Tenant's Plans substantially conform to the Preliminary Plans. If Landlord notifies Tenant that changes are required to the final Tenant's Plans submitted by Tenant, Tenant shall, within ten (10) days thereafter, submit to Landlord, for its approval, the Tenant's Plans amended in accordance with the changes so required. The Tenant's Plans shall also be revised, and the Tenant's Work shall be changed, all at Tenant's cost and expense, to incorporate any work required in the Premises by any governmental authorities. Landlord's approval of the Tenant's Plans shall in no way be deemed to be (i) an acceptance or approval of any element therein contained which is in violation of any applicable laws, ordinances, regulations or other governmental requirements, or (ii) an assurance that work done pursuant to the Approved Plans will comply with all applicable laws (or with the interpretations thereof) or satisfy Tenant's objectives and needs or Tenant's intended use of the Premises.

(c) No Tenant's Work shall be undertaken or commenced by Tenant in the Premises until (i) Tenant has delivered, and Landlord has approved, all items set forth in Paragraph 2(a) above, and (ii) all Tenant's Permits have been applied for and obtained by Tenant. Tenant shall, at its own cost and expense, use reasonable efforts to obtain all required Tenant's Permits as more specifically set forth in Section 2.5 of this Lease.

3. **DELAYS.** In the event Tenant, for any reason, fails to complete the Tenant's Work on or before the Rent Commencement Date, Tenant shall be responsible for Rent and all other obligations set forth in the Lease from the Rent Commencement Date regardless of the degree of completion of the Tenant's Work on such date, and no such delay in completion of the Tenant's Work shall relieve Tenant of any of its obligations under the Lease.

4. **INTENTIONALLY DELETED.**

5. **CHANGE ORDERS.** All changes to the Approved Plans requested by Tenant must be

approved by Landlord, such approval not to be unreasonably withheld, conditioned or delayed, in advance of the implementation of such changes as part of the Tenant's Work. All delays caused by Tenant-initiated change orders, including, without limitation, any stoppage of work during the change order review process, are solely the responsibility of Tenant and shall cause no delay in the Commencement Date or the Rent and other obligations set forth therein. All increases in the cost of the Tenant's Work resulting from such change orders shall be borne by Tenant, subject to application of the Allowance to the extent thereof.

6. STANDARDS OF DESIGN AND CONSTRUCTION AND CONDITIONS OF TENANT'S PERFORMANCE. All Tenant's Work done in or upon the Premises by Tenant shall be done according to the standards set forth in this Paragraph 6, except as the same may be modified in the Approved Plans approved by or on behalf of Landlord and Tenant.

(a) The Approved Plans and all design and construction of the Tenant's Work shall comply with all applicable statutes, ordinances, regulations, laws, codes and industry standards, including, but not limited to, requirements of Landlord's fire insurance underwriters.

(b) Tenant's Contractors shall be licensed contractors, possessing good labor relations, capable of performing quality workmanship and working in harmony with Landlord's contractors and subcontractors and with other contractors and subcontractors in the Building. All Tenant's Work shall be coordinated with any other construction or other work in the Building in order not to adversely affect construction work being performed by or for Landlord or its tenants.

(c) Tenant shall use only new, first-class materials in the Tenant's Work, except where explicitly shown in the Approved Plans. All Tenant's Work shall be done in a good and workmanlike manner. Tenant shall obtain contractors' warranties of at least one year duration from the completion of the Tenant's Work against defects in workmanship and materials on all work performed and equipment installed in the Premises as part of the Tenant's Work.

(d) Tenant and Tenant's Contractors shall make all reasonable efforts, and take all steps reasonably appropriate to assure that all construction activities undertaken do not unreasonably interfere with the operation of the Building or with other tenants and occupants of the Building. In any event, Tenant shall comply with all reasonable rules and regulations existing from time to time at the Building in accordance with Article 16. Tenant and Tenant's Contractors shall take all precautionary steps to minimize dust, noise and construction traffic, and to protect their facilities and the facilities of others affected by the Tenant's Work and to properly police same. Construction equipment and materials are to be kept within the Premises and delivery and loading of equipment and materials shall be done at such locations and at such time as Landlord shall reasonably direct so as not to burden the construction or operation of the Building. If and as required by Landlord, the Premises shall be sealed off from the balance of the office space on the floor(s) containing the Premises so as to minimize the dispersal of dirt, debris and noise.

(g) Utility costs or charges for any service (including HVAC, hoisting and the like) to the Premises shall be the responsibility of Tenant from the Commencement Date and shall be paid for by Tenant directly to the applicable utility company or at Landlord's standard rates then in effect, as the case may be. Tenant shall apply and pay for all utility meters required. Tenant shall pay for all support services provided by Landlord's contractors at Tenant's request or at Landlord's discretion resulting from breaches or defaults by Tenant under this Workletter. All use of freight elevators is subject to scheduling by Landlord and the rules and regulations of the Building. Tenant shall arrange and pay for removal of construction debris and shall not place debris in the Building's waste containers. If required by Landlord, Tenant shall sort and separate its waste and debris for recycling and/or environmental law compliance purposes.

(h) Tenant shall permit access to the Premises, and the Tenant's Work shall be subject to inspection, by Landlord and Landlord's architects, engineers, contractors and other representatives, at all times during the period in which the Tenant's Work is being constructed and installed and following completion of the Tenant's Work, upon forty-eight (48) hours' notice and subject to the safety protocols of Tenant and its contractors.

(i) Tenant shall proceed with the Tenant's Work expeditiously, continuously and efficiently, and shall use reasonable efforts to complete the same on or before the date that is one hundred eighty (180) days following the Commencement Date and the receipt of Permits. Tenant shall notify Landlord upon completion of the Tenant's Work and shall furnish Landlord and Landlord's title insurance company with such further documentation as may be necessary under Paragraphs 7 and 8 below.

(j) Tenant shall have no authority to deviate from the Approved Plans in performance of the Tenant's Work, except as authorized by Landlord's designated representative in writing. Tenant shall furnish to Landlord "as-built" drawings of the Tenant's Work within thirty (30) days after completion of the Tenant's Work.

(k) Tenant shall impose on and enforce all applicable terms of this Workletter against Tenant's Architect and Tenant's Contractors.

7. **INSURANCE AND INDEMNIFICATION.**

(a) In addition to any insurance which may be required under the Lease, Tenant shall secure, pay for and maintain or cause Tenant's Contractors to secure, pay for and maintain during the continuance of construction and fixturing work within the Building or Premises, insurance in the following minimum coverages and the following minimum limits of liability:

(i) Workers' Compensation and Employer's Liability Insurance with limits of not less than \$500,000 each accident, \$500,000 disease policy limit, \$500,000 disease--each employee, or such higher amounts as may be required from time to time by any Employee Benefit Acts or other statutes applicable where the Tenant's Work is to be performed, and in any event sufficient to protect Tenant's Contractors from liability under the aforementioned acts.

(ii) Commercial General Liability Insurance (including Contractors' Protective Liability) in an amount not less than \$2,000,000.00 per occurrence, whether involving bodily injury liability (or death resulting therefrom) or property damage liability or a combination thereof with a minimum aggregate limit of \$2,000,000.00, and with umbrella coverage issued on a follow form basis with limits not less than \$5,000,000.00, such coverage not more restrictive than underlying insurance. Such insurance shall provide for explosion and collapse, completed operations coverage and broad form blanket contractual liability coverage and shall insure Tenant's Contractors against any and all claims for bodily injury, including death resulting therefrom, and damage to the property of others and arising from its operations under the contracts whether such operations are performed by Tenant's Contractors or by anyone directly or indirectly employed by any of them.

(iii) Comprehensive Automobile Liability Insurance, including the ownership, maintenance and operation of any automotive equipment, owned, hired, or non-owned in an amount not less than \$2,000,000.00 for each person in one accident, and \$2,000,000.00 for injuries sustained by two or more persons in any one accident and property damage liability in an amount not less than \$2,000,000 .00 for each accident. Such insurance shall insure Tenant's Contractors against any and all claims for bodily injury, including death resulting therefrom, and damage to the property of others arising from its operations under the contracts, whether such operations are

performed by Tenant's Contractors, or by anyone directly or indirectly employed by any of them.

(iv) “All-risk” builder's risk insurance upon the entire Tenant’s Work to the full insurable value thereof. This insurance shall include the interests of Landlord and Tenant (and their respective contractors and subcontractors of any tier to the extent of any insurable interest therein) in the Work and shall insure against the perils of fire and extended coverage and shall include “all-risk” builder's risk insurance for physical loss or damage including, without duplication of coverage, theft, vandalism and malicious mischief. If portions of the Tenant’s Work are stored off the site of the Building or in transit to such site are not covered under such “all-risk” builder's risk insurance, then Tenant shall effect and maintain similar property insurance on such portions of the Tenant’s Work. Any loss insured under such “all-risk” builder's risk insurance is to be adjusted with Landlord and Tenant and made payable to Landlord, as trustee for the insureds, as their interests may appear.

All policies (except the workers’ compensation policy) shall be endorsed to include as additional insured parties the parties listed on, or required by, the Lease to be named as additional insureds (commercial general liability, business auto liability and excess/umbrella) and loss payee (property—special form), Landlord's contractors, Landlord's architects, and their respective beneficiaries, partners, directors, officers, employees and agents, and such additional persons as Landlord may designate. The waiver of subrogation provisions contained in the Lease shall apply to all insurance policies (except the worker's compensation policy) to be obtained by Tenant pursuant to this paragraph. The insurance policy endorsements shall also provide that all additional insured parties shall be given thirty (30) days' prior written notice of any reduction, cancellation or non-renewal of coverage (except that ten (10) days' notice shall be sufficient in the case of cancellation for non-payment of premium) and shall provide that the insurance coverage afforded to the additional insured parties thereunder shall be primary to any insurance carried independently by such additional-insured parties. Additionally, where applicable, each policy shall contain a cross-liability and severability of interest clause. All such policies referred to in Section 11.1 shall comply with the requirements set forth in Article 11.

(b) Without limitation of the indemnification provisions contained in the Lease, to the fullest extent permitted by law Tenant agrees to indemnify, protect, defend and hold harmless Landlord, the parties listed, or required by, the Lease to be named as additional insureds, Landlord's contractors, Landlord's architects, and their respective beneficiaries, partners, directors, officers, employees and agents, from and against all claims, liabilities, losses, damages and expenses of whatever nature arising out of or in connection with the Tenant’s Work or the entry of Tenant or Tenant's Contractors into the Building and the Premises, including, without limitation, mechanics' liens, the cost of any repairs to the Premises or Building necessitated by activities of Tenant or Tenant's Contractors, bodily injury to persons or damage to the property of Tenant, its employees, agents, invitees, licensees or others. It is understood and agreed that the foregoing indemnity shall be in addition to the insurance requirements set forth above and shall not be in discharge of or in substitution for same or any other indemnity or insurance provision of the Lease.

8. ALLOWANCE.

(a) Subject to Section 8(e) below, Landlord shall make a dollar contribution in the amount of up to \$1,141,425.00 (the “**Allowance**”) to pay or reimburse Tenant to the extent thereof for all hard costs (including costs of labor and materials) and fees payable under the construction contracts with Tenant's Contractors, all soft costs associated with design, development, permits and other governmental approvals for the Tenant’s Work, Tenant's architect, MEP Engineer, project manager, and amounts payable to Landlord under this Workletter, and for furniture, fixtures and equipment.

(b) The Allowance shall be disbursed in three (3) installments (in the amounts set forth below),

with each installment to be paid by Landlord within thirty (30) days after receipt of Tenant's request for payment which request for payment shall include: (i) a certification from the general contractor for the Tenant's Work or from Tenant's Architect that the portion of the Tenant's Work for which Tenant is requesting payment has in fact been completed in accordance with the Approved Plans and this Workletter; (ii) such contractors' affidavits, contractors' and owner's (tenant's) sworn statements and partial waivers of lien (or with respect to the Third Installment, final waivers of lien as set forth in Paragraph 8(d) below) for all contractors and materialmen with contracts exceeding \$50,000.00; (iii) in the case of non-lienable items (such as furniture, fixtures and equipment), if any, substantiating documentation as to the cost and payment of same; and (iv) such other documentation (including, without limitation, tenant or contractor undertakings (but excluding any requirements for the posting of bonds)) which may be reasonably requested by Landlord's title insurance company or any holder of a mortgage on the Building (collectively, the **"Payment Requisition Deliverables"**). Landlord shall disburse the Allowance as follows: (i) Three Hundred Eighty Thousand Four Hundred Seventy-Five and No/100 Dollars (\$380,475.00) upon Landlord's receipt of the Payment Requisition Deliverables and a certification by Tenant that Tenant has spent on the Tenant's Work not less than Three Hundred Eighty Thousand Four Hundred Seventy-Five and No/100 Dollars (\$380,475.00), (ii) Three Hundred Eighty Thousand Four Hundred Seventy-Five and No/100 Dollars (\$380,475.00) upon Landlord's receipt of the Payment Requisition Deliverables and a certification by Tenant that the Tenant has spent on the Tenant's Work not less than Seven Hundred Sixty Thousand Nine Hundred Fifty and No/100 Dollars (\$760,950.00), and (iii) the remaining Three Hundred Eighty Thousand Four Hundred Seventy-Five and No/100 Dollars (\$380,475.00) upon Landlord's receipt of the Payment Requisition Deliverables (including final waivers of lien) and a certification by Tenant that Tenant has spent on the Tenant's Work not less than One Million One Hundred Forty-One Thousand Four Hundred Twenty-Five and No/100 Dollars (\$1,141,425.00) and provided that the Tenant's Work has been Substantially Completed by Tenant. Tenant's Work shall be considered **"Substantially Completed"** as of the date on which Tenant's Work has been completed (except for minor finish-out and "punchlist" items) in substantial compliance with the Tenant's Plans. After payment by Landlord of the Allowance, Tenant shall continue to require from all applicable parties all applicable Payment Requisition Deliverables and shall promptly deliver same to Landlord along with evidence of applicable payments by Tenant to all of Tenant's Contractors.

(c) Landlord shall not be obligated to disburse any portion of the Allowance at any time at which Tenant is in default under the Lease beyond any applicable notice and cure period or in response to any request for disbursement submitted after the date which is twelve (12) months following the Rent Commencement Date. Notwithstanding anything herein to the contrary, Landlord may deduct from the Allowance any amounts owing to Landlord under this Workletter before disbursing any other portion or any further portion of the Allowance.

(d) Upon completion of the Tenant's Work, Tenant shall furnish Landlord with full and final waivers of lien and contractors' affidavits and sworn statements for all contractors and materialmen with contracts in excess of \$50,000.00, in such form as may be reasonably required by Landlord, Landlord's title insurance company and any holder of a mortgage on the Building, from all parties performing labor or supplying materials or services in connection with the Tenant's Work showing that all of such parties have been compensated in full and waiving all liens in connection with the Tenant's Work, the Premises and Building. Tenant shall submit to Landlord a detailed breakdown of Tenant's total construction costs, together with such evidence of payment as is reasonably satisfactory to Landlord.

(e) In the event Tenant, in connection with Tenant's Work, discovers the existence of any Pre-Existing Hazardous Materials then Tenant shall remove or remediate any such Pre-Existing Hazardous Materials from the Premises (the **"Pre-Existing Materials Remediation Work"**) and Tenant's Work shall be deemed to include the Pre-Existing Materials Remediation Work and the Allowance shall be increased by up to \$100,000.00 (the **"Pre-Existing Hazardous Materials Allowance"**) solely to pay or reimburse

Tenant to the extent thereof for all hard costs and soft costs associated with the Pre-Existing Materials Remediation Work and Tenant agrees that Tenant shall be solely responsible for all such Pre-Existing Materials Remediation Work in accordance with all Environmental Laws. In the event and to the extent any Pre-Existing Materials Remediation Work causes a delay in Tenant's Work, there shall be a day-for-day extension of the one hundred eighty (180) day period used to calculate the Rent Commencement Date as set forth in the Reference Pages. The Pre-Existing Hazardous Materials Allowance shall, if applicable, be disbursed to Tenant in accordance with the terms of this Workletter. If the cost of the Pre-Existing Materials Remediation Work is less than the Pre-Existing Hazardous Materials Allowance then Tenant shall not be entitled to a credit or payment for the amount by which the Pre-Existing Hazardous Materials Allowance exceeds the costs of the Pre-Existing Materials Remediation Work. Further, in the event no Pre-Existing Materials Remediation Work is required, then Tenant shall be not entitled to a credit for any of the Pre-Existing Hazardous Materials Allowance. The Pre-Existing Hazardous Materials Allowance shall be disbursed in one installment within thirty (30) days after Landlord's receipt of a certification by Tenant that Tenant has completed the Pre-Existing Materials Remediation Work along with such other documentation which may be reasonably requested by Landlord, Landlord's title insurance company or any holder of a mortgage on the Building.

9. MISCELLANEOUS.

(a) If the Approved Plans require the construction and installation of additional fire hose cabinets or telephone/electrical closets in the core of the Building in which the Premises are located, then, at Landlord's election, Landlord shall install same and Tenant shall reimburse Landlord for the cost thereof within thirty (30) days after receipt of written notice or Tenant, as part of Tenant's Work shall install same..

(b) All amounts due from Tenant hereunder shall be deemed to be Rent due under the Lease.

Schedule 1 to Exhibit B

Landlord's Work

[attached]

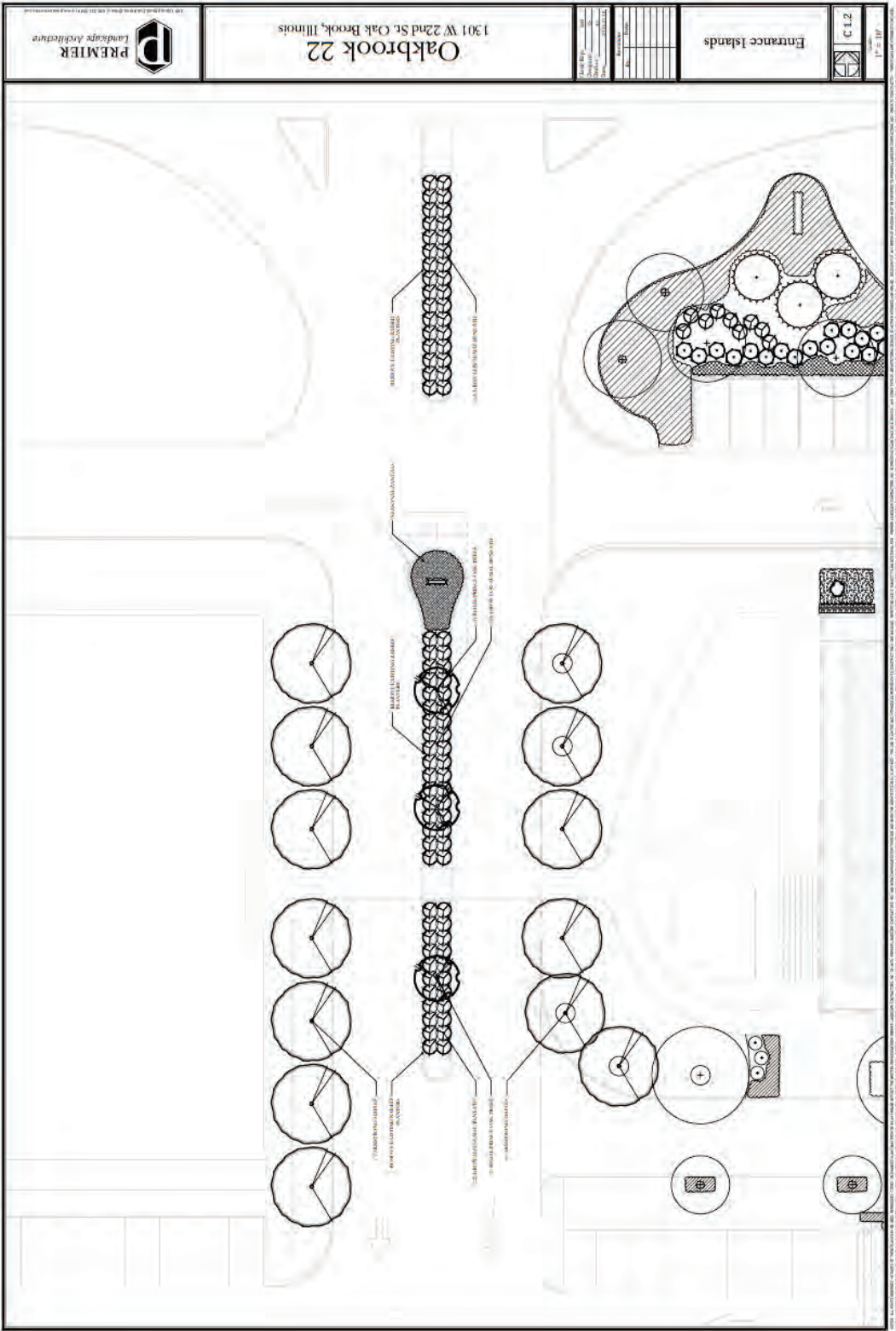


EXHIBIT C

COMMENCEMENT DATE MEMORANDUM

COMMENCEMENT DATE MEMORANDUM

THIS MEMORANDUM, made as of _____, 20____, by and between Franklin Oak Brook 22, LLC, an Illinois limited liability company (“Landlord”), and _____, a(n) _____ (“Tenant”).

Recitals:

- A. Landlord and Tenant are parties to that certain Lease dated _____, 2024 (the “Lease”) for certain premises (the “Premises”) consisting of approximately 8,455 rentable square feet (Suite _____) at the building commonly known as 1225 West 22nd Street, Oak Brook, Illinois.
- B. Tenant is in possession of the Premises and the Term of the Lease has commenced.
- C. Landlord and Tenant desire to enter into this Memorandum confirming the Commencement Date, the Termination Date and other matters under the Lease.

NOW, THEREFORE, Landlord and Tenant agree as follows:

1. The Commencement Date is _____.
2. The Rent Commencement Date is _____.
3. The Termination Date is _____.
4. The schedule of Base Rent set forth on the Reference Pages is restated below to specify the applicable dates related to the payment of Base Rent. **[Note: Updated rent schedule to be inserted.]**
5. Capitalized terms not defined herein shall have the same meaning as set forth in the Lease.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum to be executed as of the date and year first above written.

LANDLORD:

Franklin Oak Brook 22, LLC,
an Illinois limited liability company

By: _____
Name: _____
Title: _____

TENANT:

_____, a(n)

By: _____
Name: _____
Title: _____

EXHIBIT D

RULES AND REGULATIONS

1. No sign, placard, picture, advertisement, name or notice shall be installed or displayed on any part of the outside of the Building without the prior written consent of Landlord. Landlord shall have the right to remove, at Tenant's expense and without notice, any sign installed or displayed in violation of this rule. All approved signs or lettering on doors and walls shall be printed, painted, affixed or inscribed at Tenant's expense.

2. If Landlord objects in writing to any curtains, blinds, shades or screens attached to or hung in or used in connection with any window or door of the Premises, Tenant shall immediately discontinue such use. No awning shall be permitted on any part of the Premises. Tenant shall not place anything or allow anything to be placed against or near any glass partitions or doors or windows which may appear unsightly, in the opinion of Landlord, from outside the Premises except as may be part of the Approved Plans.

3. Tenant shall not obstruct any sidewalks, halls, passages, exits, entrances, elevators, or stairways of the Building or at the Property. No tenant and no employee or invitee of any tenant shall go upon the roof of the Building except as may be required to service Tenant's roof top equipment which may be permitted pursuant to Article 38 above.

4. Any directory of the Building, if provided, will be exclusively for the display of the name and location of tenants only and Landlord reserves the right to exclude any other names. Except with respect to Tenant's initial listing, Landlord reserves the right to charge for Tenant's directory listing.

5. Deleted.

6. The toilet rooms, toilets, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed. No foreign substance of any kind shall be thrown into any of them, and the expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by the tenant who, or whose employees or invitees, shall have caused it.

7. Tenant shall store all its trash and garbage within its Premises. Tenant shall not place in any trash box or receptacle any material which cannot be disposed of in the ordinary and customary manner of trash and garbage disposal. All garbage and refuse disposal shall be made in accordance with directions issued from time to time by Landlord. Tenant will comply with any applicable law and with all recycling procedures reasonably designated by Landlord regarding the collection, sorting, separation, and recycling of garbage, waste products, trash and other refuse, and sort and separate its trash into separate recycling containers as required by law or furnished by Landlord and located in the Premises pursuant to Landlord's recycling policy for the Property.

8. Landlord will furnish Tenant two (2) keys free of charge to each door in the Premises that has a passage way lock. Landlord may charge Tenant a reasonable amount for any additional keys in excess of the standard number of keys provided by Landlord. Tenant shall not alter any lock or install a new or additional lock or bolt on any door of its Premises without providing written notice to Landlord thereof. Tenant, upon the termination of its tenancy, shall deliver to Landlord the keys of all doors which have been furnished to Tenant, and in the event of loss of any keys so furnished, shall pay Landlord therefor.

9. If Tenant requires telephone, data, burglar alarm or similar service, the cost of purchasing, installing and maintaining such service shall be borne solely by Tenant. No boring or cutting for wires will be allowed without the prior written consent of Landlord except as part of the Approved Plans.

10. No equipment, materials, furniture, packages, bulk supplies, merchandise or other property will be received in the Building or carried in the elevators except between such hours and in such elevators as may be reasonably designated by Landlord.

11. Tenant shall not place a load upon any floor which exceeds the load per square foot which such floor was designed to carry and which is allowed by law. Business machines and mechanical equipment belonging to Tenant which cause noise or vibration that may be transmitted to the structure of the Building or to any space in the Building to such a degree as to be objectionable to Landlord or to any tenants shall be placed and maintained by Tenant, at Tenant's expense, on vibration eliminators or other devices sufficient to eliminate the noise or vibration. Landlord will not be responsible for loss of or damage to any such equipment or other property from any cause, and all damage done to the Building or Property by maintaining or moving such equipment or other property shall be repaired at the expense of Tenant.

12. Deleted.

13. Tenant shall not use any method of heating or air conditioning other than that supplied or approved in writing by Landlord or per the Approved Plans.

14. Tenant shall not waste electricity, water or air conditioning. Tenant shall keep corridor doors closed.

15. Except per the Approved Plans, Tenant shall not install any radio or television antenna, satellite dish, loudspeaker or other device on the roof or exterior walls of the Building without Landlord's prior written consent, which consent may be withheld in Landlord's sole discretion, and which consent may in any event be conditioned upon Tenant's execution of Landlord's standard form of license agreement. Tenant shall be responsible for any interference caused by such installation.

16. Except per the Approved Plans, Tenant shall not mark, drive nails, screw or drill into the partitions, woodwork, plaster, or drywall (except for pictures, tackboards and similar uses) or in any way deface the Premises. Tenant shall not cut or bore holes for wires. Tenant shall not affix any floor covering to the floor of the Premises in any manner except as approved by Landlord. Tenant shall repair any damage resulting from noncompliance with this rule.

17. Tenant shall not install, maintain or operate upon the Premises any vending machine without Landlord's prior written consent, except that Tenant may install food and drink vending machines solely for the convenience of its employees.

18. Deleted.

19. Tenant shall not use in any space or in the public halls of the Building any hand trucks except those equipped with the rubber tires and side guards or such other material-handling equipment as Landlord may approve. Tenant shall not bring any other vehicles of any kind into the Building.

20. Tenant shall not permit any motor vehicles to be washed or mechanical work or maintenance of motor vehicles to be performed in any parking lot.

21. Tenant shall not, without Landlord's consent which shall not be unreasonably withheld, conditioned or delayed, use the name of the Building or Property or any photograph or likeness of the Building or Property (other than the Premises) in connection with or in promoting or advertising Tenant's business, except that Tenant may include the name of the Building or the Property in Tenant's address. Landlord shall have the right, exercisable without notice and without liability to any tenant, to change the name and address of the Building or Property.

22. Tenant requests for services must be submitted to the Building office by an authorized individual. Employees of Landlord shall not perform any work or do anything outside of their regular duties unless under special instruction from Landlord, and no employee of Landlord will admit any person (Tenant or otherwise) to any office without specific instructions from Landlord.

23. Tenant shall not permit smoking or carrying of lighted cigarettes or cigars other than in areas, if any, designated by Landlord as smoking areas.

24. Canvassing, soliciting, distribution of handbills or any other written material in the Building or at the Property is prohibited and each tenant shall cooperate to prevent the same. No tenant shall solicit business from other tenants or permit the sale of any good or merchandise in the Building or at the Property without the written consent of Landlord.

25. Tenant shall not permit any animals other than service animals, e.g., seeing-eye dogs, to be brought or kept in or about the Premises or any common area of the Building or Property.

26. Tenant shall not permit space heaters in the Premises. Any other space conditioning equipment that is placed in the Premises for the purpose of increasing comfort to occupants shall be operated on sensors or timers that limit operation of equipment to hours of occupancy in the areas immediately adjacent to the occupying personnel.

27. These rules and regulations are in addition to, and shall not be construed to modify or amend, in whole or in part, the terms, covenants, agreements and conditions of any lease of any premises in the Building. Landlord may waive any one or more of these rules and regulations for the benefit of any particular tenant or tenants, but no such waiver by Landlord shall be construed as a waiver of such rules and regulations in favor of any other tenant or tenants, nor prevent Landlord from thereafter enforcing any such rules and regulations against any or all of the tenants of the Building.

28. Subject to Article 16 of the Lease, Landlord reserves the right to make such other and reasonable rules and regulations as in its judgment may from time to time be needed for safety and security, for care and cleanliness of the Building and the Property, and for the preservation of good order in and about the Building and the Property. Tenant agrees to abide by all such rules and regulations herein stated and any additional rules and regulations which are adopted. Tenant shall be responsible for the observance of all of the foregoing rules by Tenant's employees, agents, invitees, licensees and contractors.

EXHIBIT D-1

GREEN BUILDING PRACTICES

The Building employs green building operations and maintenance practices. Landlord's goal is to provide the tenants of the Building with improved indoor air quality and the lowest possible utility costs while preserving the environment for generations to come.

I. ENERGY AND ATMOSPHERE

Utilities are the highest controllable expense category for commercial office buildings according to BOMA International. For this reason, Landlord encourages the following energy conservation measures.

a. ENERGY STAR® Labeled Products

Landlord recommends that ENERGY STAR® labeled appliances (refrigerators, dishwashers, washers, etc.) and, if applicable, commercial food service equipment are installed in the Premises because these are such big energy consumers. To find products visit: www.energystar.gov/products.

b. No Chlorofluorocarbons (CFCs)

The Building prohibits its tenants from installing Heating, Ventilating, Air-Conditioning and Refrigeration (HVAC&R) equipment that uses CFC-based refrigerants. Appliances containing less than 0.5 pounds of refrigerant are exempt. Additionally, Landlord encourages tenants to use HVAC&R equipment that uses refrigerants that have the lowest possible ozone-depleting potential (ODP) and the lowest global-warming potential (GWP).

c. Lighting

The Building's lighting standard is based on the Illuminating Engineering Society of North America (IESNA) Lighting Handbook, LEED® for Existing Buildings and U.S. EPA's ENERGY STAR® policies and guidelines regarding lighting for commercial buildings. Where possible, Tenant shall use LED, compact fluorescent lighting or similar bulbs for lighting in the Premises when replacing bulbs in the wall fixtures or any portable indirect lighting.

II. Green Cleaning

The Building has a high-performance, sustainable cleaning policy to reduce the exposure of Building occupants and maintenance personnel to potentially hazardous chemical, biological and particulate contaminants, which adversely affect air quality, human, health, building finishes, building systems and the environment. As part of this policy, Landlord uses environmentally sensitive cleaning products and paper made from recycled content. Landlord encourages the same practices from tenants.

III. Integrated Pest Management

The Building manages indoor pests in a way that protects human health and the surrounding environment. Integrated Pest Management (IPM) calls for using least-toxic chemical pesticides, minimum use of chemicals and using chemicals only in targeted locations and only for targeted species. Tenants have an important role in IPM. Generally, tenants are asked to keep their premises clean and to call Building management upon becoming aware of a pest issue.

IV. Recycling Program

The Building has a recycling program that includes daily consumables such as paper, cardboard, metals, plastic, glass, etc. The success of the Building's recycling program is dependent on participation by tenants of the Building.

V. Tenant Alterations and Improvements

To reduce the indoor air quality impact of the materials used in tenant finish-outs, Landlord recommends use of products meeting the following criteria:

- ☐ Low-VOC (volatile organic compounds) adhesives and sealants defined as having a VOC content less than the current VOC content limits of South Coast Air Quality Management District (SCAQMD) Rule #1168, or sealants used as fillers that meet or exceed the requirements of the Bay Area Air Quality Management District Regulation 8, Rule 51.
- ☐ Low-VOC paints and coatings that meet Green Seal's Standard GS-1 1 requirement.
- ☐ Non-carpet finished flooring that is Floor Score-certified.
- ☐ Carpet - Loop construction, broadloom or carpet tile that meets the CRI Green Label Plus testing program that is 100% recyclable. Preferably, the carpet should contain recycled content.
- ☐ Carpet cushion that meets the CRI Green Label Plus testing program and is 100% recyclable.
- ☐ Composite panels and agrifiber products such as particle board, oriented-strand board (OSB), medium-density fiberboard (MDF), etc., that contain no added urea-formaldehyde resins.

Helpful websites are www.greenseal.org, www.greenguard.org and www.buildinggreen.com.

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EXHIBIT E

FORM OF GUARANTY

THIS GUARANTY (the “**Guaranty**”) is made and entered into as of this day of 3/5/2025, 2025, by The One Group Hospitality, Inc., a Delaware corporation, (“**Guarantor**”) who, having received a copy of that certain Lease of even date herewith (the “**Lease**”), between Franklin Oak Brook 22, LLC, an Illinois limited liability company (“**Landlord**”), and TS DEV OAK BROOK, LLC, a Delaware Limited Liability Company (“**Tenant**”), for space at 1225 West 22nd Street, Oak Brook, Illinois, has examined the Lease and is familiar with all the terms, covenants and provisions contained therein, and as an inducement to Landlord to enter into the Lease, does hereby absolutely, unconditionally and irrevocably guarantee to Landlord: (i) the full and prompt payment of all Base Rent payable by Tenant under the Lease; (ii) the full and prompt payment of all costs, expenses and reasonable attorneys’ fees incurred by Landlord in enforcing this Guaranty; and (iii) the full and prompt payment to Landlord of the amount of any payments of (i) and (ii) above made to Landlord which are recovered from Landlord by a trustee, receiver or creditor of Guarantor or Tenant pursuant to applicable law (collectively, the “**Guaranteed Obligations**”); and Guarantor hereby covenants and agrees to and with Landlord that if default shall at any time be made by Tenant in the payment of any Rent or any other sum or charge payable by Tenant under the Lease, Guarantor will forthwith pay such Rent and such other sums and charges to Landlord, and any arrears thereof.

Guarantor further agrees as follows:

1. This Guaranty is an absolute, unconditional and irrevocable guaranty of payment, and not of collection. It shall be enforceable against Guarantor without the necessity of any suit or proceedings on Landlord’s part of any kind or nature whatsoever against Tenant and without the necessity of any notice of nonpayment, nonperformance or nonobservance or of any notice of acceptance of this Guaranty or of any other notice or demand to which Guarantor might otherwise be entitled, all of which Guarantor hereby expressly waives; and Guarantor hereby expressly agrees that the validity of this Guaranty and the obligations of Guarantor hereunder shall in no way be terminated, affected, diminished, or impaired by reason of the assertion or the failure to assert by Landlord against Tenant, or against Tenant’s successors and assigns, any of the rights or remedies reserved to Landlord pursuant to the provisions of the Lease or by relief of Tenant from any of Tenant’s obligations under the Lease or otherwise, including, without limitation, the rejection of the Lease in connection with proceedings under the bankruptcy laws now or hereafter in effect.

2. The failure of Landlord to insist in any one or more instances upon strict performance or observance of any of the terms, provisions, or covenants of the Lease or to exercise any right therein contained shall not be construed or deemed to be a waiver or relinquishment for the future of such term, provision, covenant or right, but the same shall continue and remain in full force and effect. Receipt by Landlord of Rent or other payments with knowledge of the breach of any provision of the Lease shall not be deemed a waiver of such breach.

3. Guarantor’s liability hereunder shall be primary, and that in any right to action which shall accrue to Landlord under the Lease, Landlord may, at its option, proceed against the undersigned and Tenant, jointly and severally, and may proceed against the undersigned without having commenced any action or having obtained any judgment against Tenant.

4. This Guaranty shall be a continuing guaranty and the liability of Guarantor hereunder shall in no way be affected, modified or diminished by reason of any assignment, renewal, modification, or extension of the Lease or by reason of any modification or waiver of or change in any of the terms,

covenants, conditions, or provisions of the Lease, or by reason of any extension of time that may be granted by Landlord to Tenant, or a changed or different use of the Premises, or by reason of any dealings or transactions or matters or things occurring between Landlord and Tenant, whether or not notice thereof is given to Guarantor.

5. Guarantor hereby unconditionally waives (a) presentment, notice of dishonor, protest, demand for payment, and all notices of any kind, including, without limitation, notice of acceptance hereof; notice of nonpayment, non-performance, or other default under the Lease; and notice of any action taken to collect upon or enforce any of the terms and provisions of the Lease; (b) any subrogation to the rights of Landlord against Tenant until all of the obligations of Tenant under the Lease have been fully complied with and the Lease has expired or terminated and such payments made by Guarantor are not subject to a right of recovery; (c) all suretyship defenses; and (d) any setoffs or counterclaims against Landlord which would otherwise impair Landlord's rights against Guarantor hereunder.

6. The assignment by Landlord of the Lease and/or the rents, profits, avails, and/or proceeds thereof made either with or without notice to Guarantor shall in no manner whatsoever release Guarantor from any liability as Guarantor.

7. All actions or proceedings arising directly or indirectly hereunder may, at the option of Landlord, be litigated in courts having situs within the State of Illinois and Guarantor hereby expressly consents to the jurisdiction of any local, state or federal court located within the State of Illinois and consents that any service of process in such action or proceeding may be made by personal service upon any Guarantor wherever Guarantor may then be located or by certified or registered mail to Guarantor at the address specified below Guarantor's signature.

8. Upon the filing of a petition under any section or chapter of Title 11 of the United States Code or under any similar federal or state bankruptcy law or statute by or against Guarantor (said included bankruptcy filing as aforesaid is hereinafter referred to as the "**Bankruptcy Filing**"), any automatic stay or other injunction against Landlord resulting from the Bankruptcy Filing shall be immediately and automatically modified and terminated with respect to Landlord, without further notice, hearing or said order of court, so that Landlord may proceed to exercise its rights and remedies against any property pledged to Landlord to secure the Lease in accordance with applicable law as if no such filing had taken place. Guarantor will not contest (i) any motion or application of Landlord made in any court of competent jurisdiction seeking enforcement of this paragraph or otherwise seeking modification or termination of such automatic stay or other injunction in a manner consistent herewith, or (ii) any motion or application of Landlord made in any court of competent jurisdiction seeking the appointment of a receiver after the Bankruptcy Filing. Guarantor acknowledges and agrees that Landlord is specifically relying upon the covenants and agreements of Guarantor contained in this paragraph and that such covenants and agreements constitute a material inducement to Landlord's entering into the Lease.

9. All of Landlord's rights and remedies under the Lease or under this Guaranty are intended to be distinct, separate and cumulative and no such right or remedy therein or herein mentioned is intended to be in exclusion of or a waiver of any of the others.

10. Notice of acceptance of this Guaranty and any obligations or liabilities contracted or incurred by Tenant are all hereby waived by the Guarantor.

11. This Guaranty shall be governed by and construed in accordance with the laws of the State of Illinois.

12. All of the provisions of this Guaranty shall inure to the benefit of Landlord and its grantees,

successors and assigns and shall inure to the benefit of any future owner of the fee title of which the Premises are a part, and all the provisions of this Guaranty shall be binding upon Guarantor and its heirs, legal representatives, successors, and assigns.

13. If Guarantor consists of more than one person or entity, each person or entity comprising Guarantor shall be jointly and severally liable with every other person or entity comprising Guarantor.

14. Initially capitalized terms used but not otherwise defined herein have the same meanings given them in the Lease.

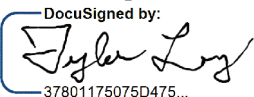
15. Notwithstanding anything to the contrary contained herein, Guarantor's liability under this Guaranty shall be limited to the prompt, punctual and full payment of all Guaranteed Obligations becoming due under the Lease during the period from the Effective Date of the Lease through the expiration of the fourth (4th) Lease Year of the Term in accordance with the terms thereof. Thereafter, if Tenant defaults under the terms of the Lease after the expiration of the fourth (4th) Lease Year, then the Guaranteed Obligations shall be limited to a sum equal to (and Guarantor shall have full liability for): (i) if applicable, those Guaranteed Obligations which shall have accrued prior to expiration of the fourth (4th) Lease Year, but remain unfulfilled or unsatisfied as of the date Tenant defaults under the Lease plus (ii) those Guaranteed Obligations first accruing from and after the date Tenant defaults under the Lease through and including the expiration of the twelfth (12th) full calendar month after the date of Tenant's default (or such lesser period of time if there are less than twelve (12) full calendar months remaining in the Term as of such date). Guarantor acknowledges and agrees that (a) any amounts due under the Lease as a result of a default prior to the expiration of the fourth (4th) Lease Year of the Term shall be considered accrued prior to the expiration of the fourth (4th) Lease Year even if a judicial determination (if applicable) of liability is not made until after the expiration of the fourth (4th) Lease Year and (b) any amounts due under the Lease as a result of a default prior to the expiration of such twelve (12) full calendar month period shall be considered accrued prior to the expiration of such time period even if a judicial determination (if applicable) of liability is not made until after the expiration of such time period.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has executed this Guaranty as of the date first above written.

GUARANTOR:

THE ONE GROUP HOSPITALITY, INC.,
a Delaware corporation

DocuSigned by:

By: 37801175075D475...
Name: TYLER LOY
Title: CFO

Address: _____

*[If no address provided, all notices may be sent to
Tenant’s notice address.]*

EXHIBIT F

INTENTIONALLY OMITTED

EXHIBIT G

RESERVED PARKING SPACES

[Attached.]

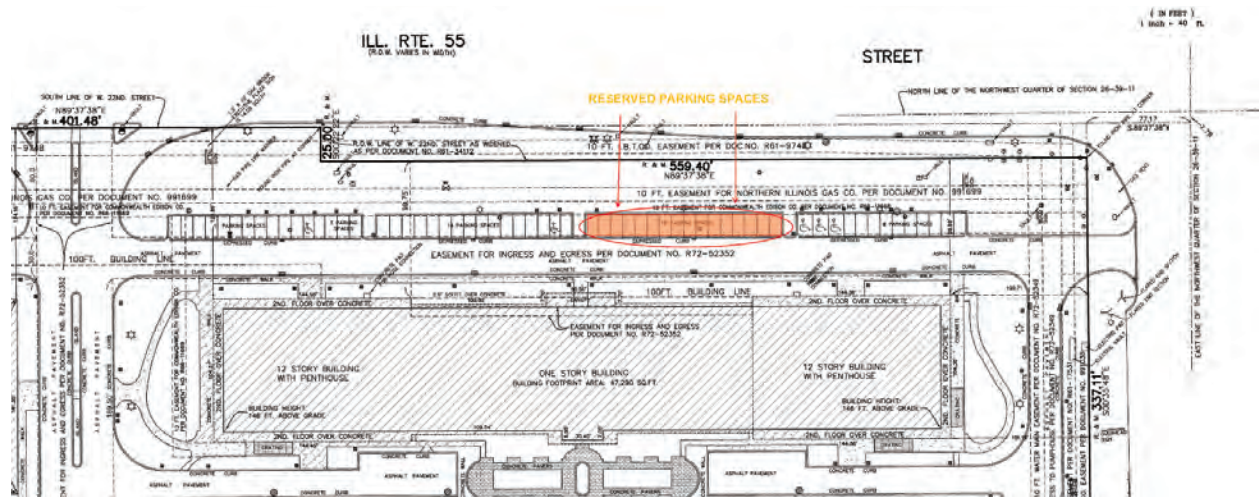


EXHIBIT H

SIGNAGE CRITERIA

I. **Signage.** All interior and exterior signage should address both the communicative functions of a sign and its aesthetic integration with the overall retail concept. The Building's architecture sets the tone for the signage program and Landlord has established Building standard identity signage as outlined in these criteria. Engaging a graphic designer to work with the retail designer will assure a comprehensive design program. Their knowledge of typography, materials, and fabrication contribute to design success. Experienced designers are aware of the interplay between aesthetics and function, and possess the skill necessary to achieve a synthesis of these conflicting factors.

Each retail space will be allowed only one primary sign (either interior or exterior).

A. **Exterior Signage.** All signage designed for exterior identification of a retail store shall be Building standard and designed for total compatibility with Building finishes, color scheme and lighting levels, in order to maintain a design standard throughout the Building. All signage will be limited to trade names. No subtitles or support copy are permitted.

1. **Acceptable Locations.** Pre-designed signage bands or other predetermined locations on Building facia, including locations on doors and windows. These locations follow specific height limitations as outlined in the attached elevation.

2. **Unacceptable Locations.**

- Any signage projecting from the Building facia.
- Any signage applied directly to the glass unless following outlined standards. See attached elevation.
- Any signage ground mounted, or freestanding in front, beside, or behind retail spaces (i.e., sandwich boards).
- Any signage hanging, applied or resting outside of the Premises.

B. **Interior Signage.** All interior signage should be an integral part of the interior design scheme. The signage should either be a part of the Building standard signage program or designed per the position and height limitations set for the Building by Landlord.

1. **Acceptable Locations.** Within the specifically determined area outlined by Landlord.

2. **Unacceptable Locations.** Freestanding signage located within the assigned Set-back (as defined in Paragraph D.5 hereof) for retail space.

C. **Format, Fabrication, Color and Lighting of Signage.** The overall format, fabrication methods and details help to make a retail space either totally successful or a mismatched failure. Following the standards set out above and continuing below will ensure that Tenant achieves the important link between the interior design statement and the signage program.

1. **Acceptable Form & Proportions of Signs.** Please Note: Tenant is encouraged to utilize a type style that is clear, very legible and commensurate with its type of business.

- Building standard letter height and sign format is determined by Landlord on the architectural design and overall format of the retail doors and windows.

2. **Unacceptable Format, Letter and Heights for Signs.** Any signage that projects outside of the Premises of the Building. This restriction includes placement of doors, windows, Building facia, signage bands, etc.

3. **Acceptable Fabrication Methods and Materials for Signage.**

- Applied flat or flush letters can be painted, silk screened, die-cut or hand-cut in vinyl.
- Cut-out or cast letters in metal, plastic, fiberglass, for exterior application. Metal, plastic, fiberglass or hardwood for interior application. Mounted directly or slightly pinned off the surface of the Building.
- Letters incised or cut-in, sand blasted, acid etched or hand cut in metals, glass or natural stones. This method includes incised and infilled flush mounted acrylic or metal.
- Hollow-channel or built-up letters primarily of metal or acrylic. All seams and edges are to be brazed, soldered, welded, glued, or bonded to format a channel or hollow back. These letters can be lighted by concealed neon tubing for a halo effect.
- Baked porcelain enamel on steel or aluminum.
- All materials used should relate to the architectural material of the Building.

4. **Unacceptable Fabrication Methods and Materials.**

- Any form of wooden fabrication done in softwoods, laminated woods, or composition woods.
- Unpainted steel or other unfinished metals.
- Any fabrication that does not have a sanded, polished, buffed, flamed or honed finish surface.
- Cast letters in plaster of paris or paper-mache. Any paper or cardboard fabrication.
- Exposed neon letter **or logos**.
- Any fabrication with exposed fasteners, unless architecturally integral to the Building.
- Cloth, Styrofoam, rubber, or carpet fabrication.
- Any form of ceramic tile unless architecturally integral to the Building.
- There should be no exposed conduits, tubing, raceways, conductors, transformers or related equipment.

5. **Acceptable Colors.**

- All colors should be complimentary to the Building colors. This color family should relate to neutral colors in contract to a strong Building color, or a more contrasting or darker shade on neutral background.
- Colors that are indigenous to the sign materials, as in finished metals (i.e., brushed bronze, polished stainless steel, etc.).

- The only acceptable color back-up or infill for internally illuminated signage bands, fabricated from an anodized aluminum, is white.

6. **Unacceptable Colors.**

- Day-Glo or reflective paints.
- Colors that vibrate or compete against each other.
- Patterns or multi-coloring.
- Primary colors of red, yellow, blue and green. The application of these colors is more appropriate in warning or regulatory street signage.

7. **Acceptable Lighting.**

- In almost all situations the existing lighting conditions on the Building's exterior would prevail for general lighting or a non-illuminated sign.
- For internally illuminated signage the light source should be white enclosed in an approved housing and sealed to avoid light leaks.
- Halo, or backlighting, letter forms as achieved through use of an approved, concealed neon tube.
- Businesses that require lighting for night-time operations are encouraged to use an internally illuminated sign on the exterior with Landlord's prior written approval. Otherwise, an interior sign is recommended, either internally illuminated, halo or spot lighted by a source that is concealed in the ceiling or soffit out of the view of the window line.
- Wattage for signage must be noted on fabrication drawings for review and approval by Landlord.

8. **Unacceptable Lighting.**

- Rotating or moving lights of any kind.
- Any form of lighting that projects below the ceiling line or is exposed throughout the window line.
- Strobos or flashes of any kind.
- Colored lighting of any kind.
- Spotlighting from an opposing structure.
- Overloading what would be considered general illumination.
- Any surface-applied fixture on the exterior Building façade.

9. **Unacceptable Signage and Street Furniture.**

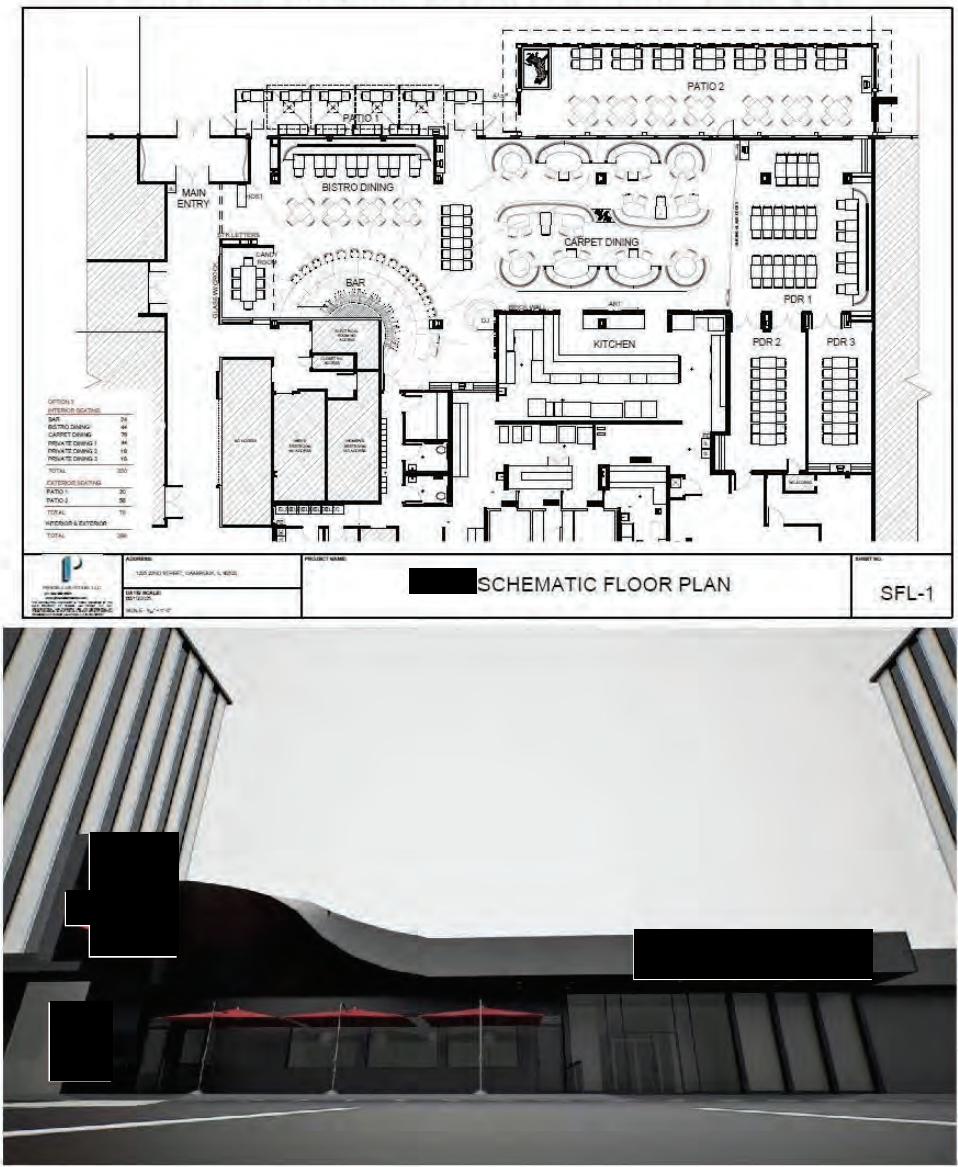
- Any form of rotating or moving signage or architectural embellishments.
- Noise-emitting signage or speakers mounted on the exterior of the Building façade either permanent or temporary.
- Any form of temporary signage or banners.
- Portable or trailer type signage.
- Computerized moving messages and temperature read-out.
- Awnings not designed in the original Building plan.
- Additional waste receptacles and miscellaneous tables, seating, umbrellas, potted plants or graphics structures, not part of the original Building plan.

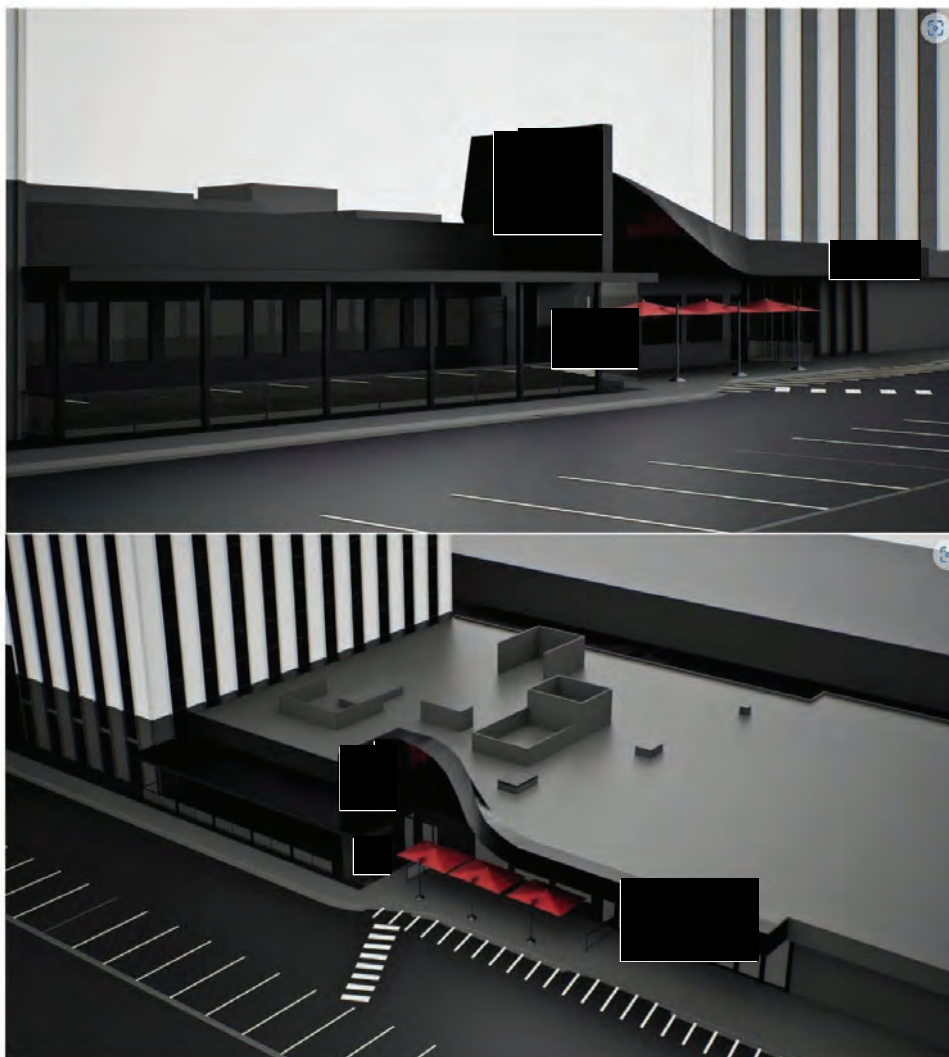
D. **Interior Set-back.** Nothing will be allowed within a three (3) foot area immediately inside the windows of all retail space. This restriction includes racks, stands, signs, lights, counters, furniture, partitions or plants. No lighting should hang or be exposed below the window line in this Set-back area. All ceiling mounted track lighting should begin beyond this three (3) foot area.

EXHIBIT I

DRAFT Exhibit I - Tenant's Concept Plan, Approved Signage and Façade Improvements

Final concept and signage to be agreed upon within 30 days of lease execution







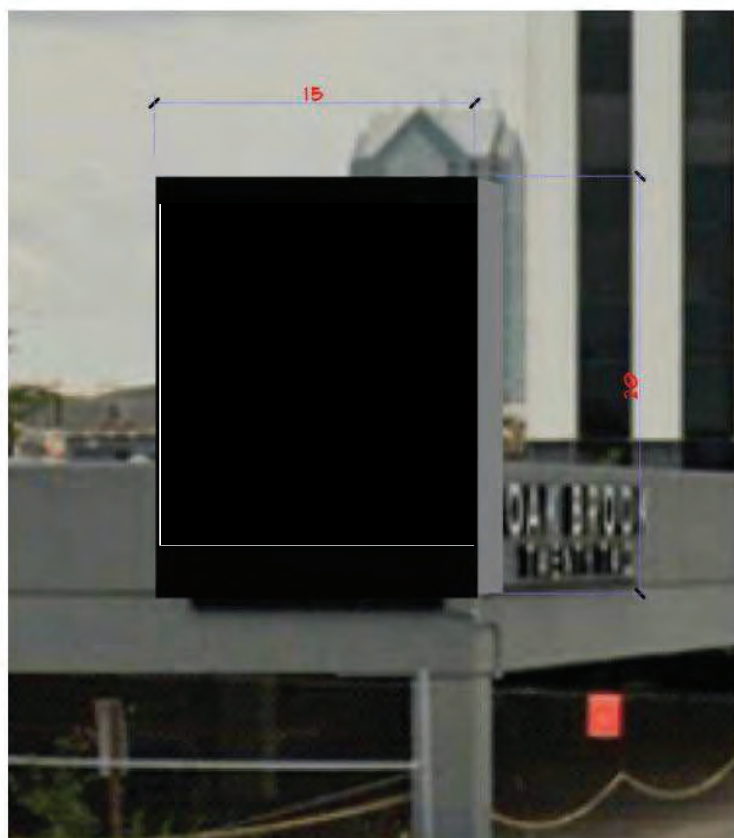
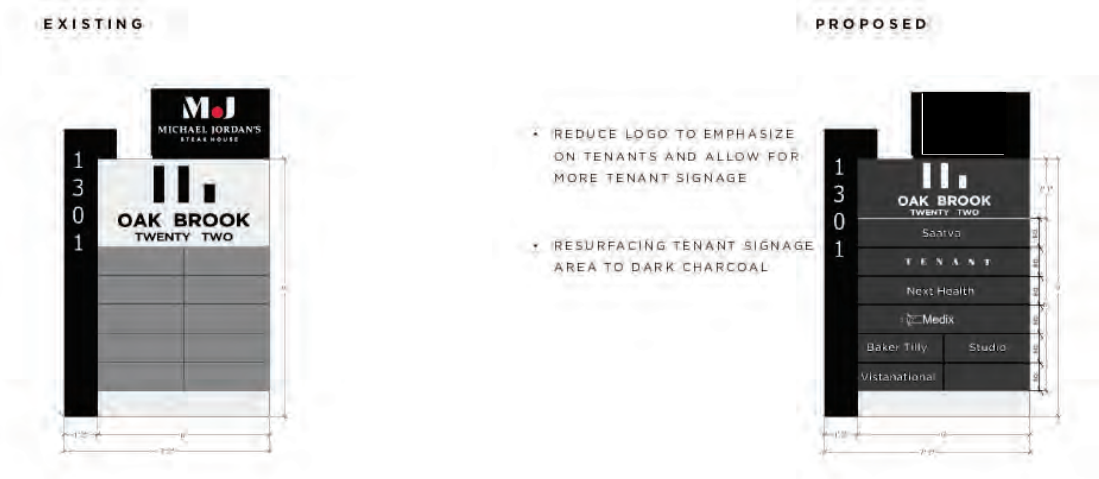


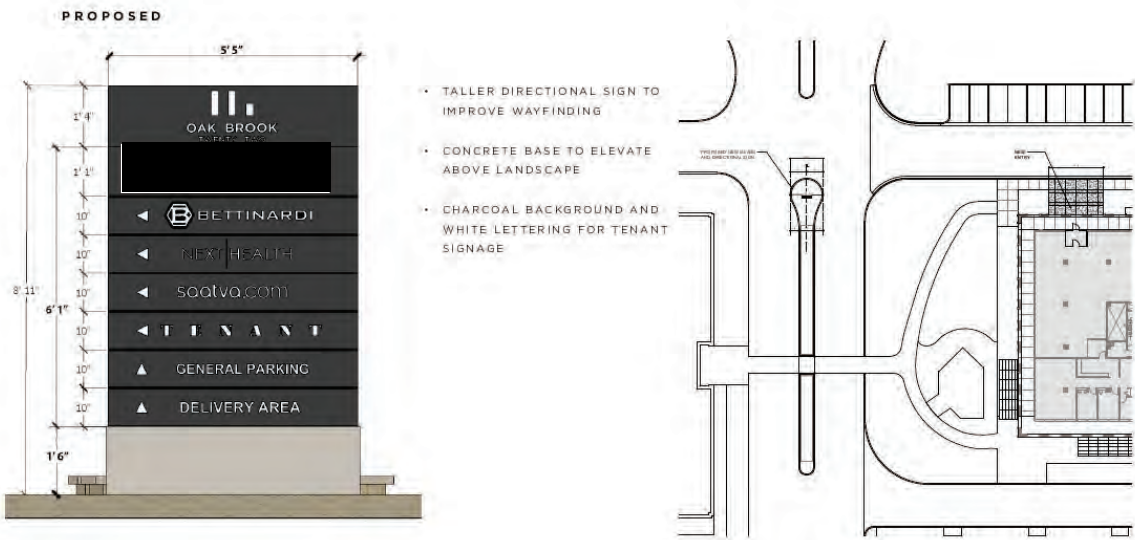
EXHIBIT J

PYLON SIGNAGE

MONUMENT SIGN



DIRECTIONAL SIGN



CONCEPTUAL DIRECTIONAL SIGN



EXHIBIT K

FORM OF SNDA

[Attached.]

**THIS DOCUMENT PREPARED
BY AND AFTER RECORDING
RETURN TO:**

Northeast Bank
One Marina Park Dr. Floor 8
Boston, MA 02210
Attention: Legal Department

THIS SPACE RESERVED FOR RECORDER'S USE ONLY

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (hereinafter referred to as "**Agreement**") made this ____ day of [____], 20____, among the undersigned lender (together with its successors, assigns, designees and/or nominees, collectively hereinafter referred to as "**Bank**"), [____], a [____] (hereinafter referred to as "**Tenant**"), and [____], a [____] (hereinafter referred to as "**Landlord**").

R E C I T A L S:

A. Tenant is the tenant and lessee under a certain Lease Agreement dated [____] (as the same may now or hereafter be amended, restated, replaced or otherwise modified, collectively, the "**Lease**") relating to the premises described in the Lease (hereinafter referred to as the "**Premises**"), located at the real property more particularly described on Exhibit A attached hereto (hereinafter referred to as the "**Property**").

B. Bank has made or will make a loan to Landlord (hereinafter referred to as the "**Loan**"), which such Loan is (i) secured by a deed of trust, mortgage or security deed (as the same may be amended, restated, extended, or otherwise modified from time to time, the "**Security Instrument**") and an assignment of leases and rents (as the same may be amended, restated, extended, or otherwise modified from time to time, the "**Assignment of Leases**"), in each case, from Landlord to Bank covering the Property including the Premises and (ii) evidenced by certain other documents and instruments by and among Bank and Landlord, among others (the same, together with the Security Instrument and Assignment of Leases, collectively, the "**Loan Documents**").

C. Tenant has agreed that the Lease shall be subject and subordinate to the Loan and Loan Documents, provided Tenant is assured of continued occupancy of the Premises under the terms of the Lease.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, and notwithstanding anything in the Lease to the contrary, it is hereby agreed as follows:

1. Subordination and Consent. Bank, Tenant and Landlord do hereby covenant and agree that the Lease with all rights, options, liens and charges created thereby (including, without limitation, any option or rights contained in the Lease, or otherwise existing, to acquire any or all of the Premises, or any superior leasehold interest therein), is and shall continue to be subject and subordinate in all respects to the lien and terms of the Loan Documents, and to any renewals, modifications, consolidations, replacements and extensions thereof and to all advancements made thereunder. Tenant acknowledges that Landlord will execute and deliver to Bank an assignment of the Lease as security for the Loan, and Tenant hereby expressly consents to such assignment. Tenant agrees that if there is a default by Landlord in the performance and observance of any of the terms of such Loan, Bank may, at its option, demand all rents due under the Lease be paid by Tenant directly to Bank at the address specified below, or as otherwise specified by Bank. Tenant agrees that upon Bank's written request for payment of rent directly to Bank, Tenant will timely remit any and all payments due under the Lease directly to, and payable to the order of, Bank. Such payments to Bank will constitute performance of Tenant's payment obligations under the Lease.

2. Non-Disturbance. Bank does hereby agree with Tenant that, in the event Bank succeeds to Landlord's interest in the Premises by foreclosure, conveyance in lieu of foreclosure or otherwise, so long as Tenant complies with and performs its obligations under the Lease, (a) the Lease shall continue in full force and effect as a direct Lease between Bank and Tenant, upon and subject to all of the terms, covenants and conditions of the Lease, for the balance of the term of the Lease, and Bank will not disturb the possession of Tenant, and (b) the Premises shall be subject to the Lease and Bank shall recognize Tenant as the tenant of the Premises for the remainder of the term of the Lease in accordance with the provisions thereof; provided, however, that Bank shall not be:

2.1 subject to any claims, offsets or defenses which Tenant might have against any prior landlord (including Landlord);

2.2 liable for any act or omission of any prior landlord (including Landlord);

2.3 bound by any rent or additional rent which Tenant might have paid for more than the current month or any security deposit or other prepaid charge paid to any prior landlord (including Landlord);

2.4 bound by any amendment or modification of the Lease made without its written consent;
or

2.5 liable for any deposit that Tenant may have given to any previous landlord (including Landlord) which has not, as such, been transferred to Bank.

Nothing contained herein shall prevent Bank from naming Tenant in any foreclosure or other action or proceeding initiated by Bank pursuant to the Loan Documents to the extent necessary under applicable law in order for Bank to avail itself of and complete the foreclosure or other remedy. Tenant acknowledges and agrees that it has no right or option of any nature whatsoever, whether pursuant to the Lease or otherwise, to purchase the Premises or the Property, or any portion thereof or any interest therein, and to

the extent that Tenant has had, or hereafter acquires, any such right or option, the same is hereby acknowledged to be subject and subordinate to the lien and terms of the Loan Documents and is hereby waived and released as against Bank.

3. Attornment. Tenant does hereby agree with Bank that, in the event Bank becomes the owner of the Property by foreclosure, conveyance in lieu of foreclosure or otherwise, then Tenant shall attorn to and recognize Bank as the landlord under the Lease for the remainder of the term thereof, and Tenant shall perform and observe its obligations thereunder, subject only to the terms and conditions of the Lease. Tenant further covenants and agrees to execute and deliver upon request of Bank an appropriate agreement of attornment to Bank and any subsequent titleholder of the Premises.

4. Lease Defaults. In the event Landlord shall fail to perform or observe any of the terms, conditions or agreements in the Lease, Tenant shall give written notice thereof to Bank and Bank shall have the right (but not the obligation) to cure such default. Tenant shall not take any action with respect to such default under the Lease, including without limitation any action in order to terminate, rescind or avoid the Lease or to withhold any rent or other monetary obligations thereunder, for a period of thirty (30) days following receipt of such written notice by Bank; provided, however, that in the case of any default which cannot with diligence be cured within said thirty (30) day period, if Bank shall proceed promptly to cure such default and thereafter prosecute the curing of such default with diligence and continuity, the time within which such default may be cured shall be extended for such period as may be necessary to complete the curing of such default with diligence and continuity.

5. Obligations and Liability of Bank. Bank shall have no obligations nor incur any liability with respect to any warranties of any nature whatsoever, whether pursuant to the Lease or otherwise, including, without limitation, any warranties respecting use, compliance with zoning, hazardous wastes or environmental laws, Landlord's title, Landlord's authority, habitability, fitness for purpose or possession. Furthermore, in the event that Bank shall acquire Landlord's interest in the Property, Bank shall have no obligation, nor incur any liability, beyond Bank's then equity interest, if any, in the Property, and Tenant shall look exclusively to such equity interest of Bank, if any, in the Property for the payment and discharge of any obligations or liability imposed upon Bank hereunder, under the Lease (or under any new lease with Tenant), and Bank is hereby released and relieved of any other obligations or liability hereunder, under the Lease or under any such new lease. Bank shall not, either by virtue of the Loan Documents or this Agreement, be or become a mortgagee in possession or be or become subject to any liability or obligation under the Lease or otherwise until Bank shall have acquired the Landlord's interest in the Property and then such liability or obligation of Bank under the Lease (as modified by the terms of this Agreement) shall extend only to those liability or obligations accruing subsequent to the date that Bank has acquired Landlord's interest in the Property. Without limiting the generality of the foregoing, neither the Loan Documents nor this Agreement shall, prior to Bank's acquisition of Landlord's interest in the Property, operate to place responsibility for the control, care, management or repair of the Property upon Bank or impose upon Bank responsibility for the carrying out of any of the terms or conditions of the Lease, and Bank shall not be responsible or liable for any waste committed on either the Premises or the Property by any party whatsoever, for any dangerous or defective condition of the Property or for any negligence in the management, upkeep, repair or control of either the Premises or the Property.

6. Severability. If any portion or portions of this Agreement shall be held invalid or inoperative, then all of the remaining portions shall remain in full force and effect, and, so far as is reasonable and possible, effect shall be given to the intent manifested by the portion or portions held to be invalid or inoperative.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State where the Property is located.

8. Notices. So long as the Security Instrument remains outstanding and unsatisfied, Tenant will mail or deliver to Bank, at the address and in the manner hereinbelow provided, a copy of all notices permitted or required to be given to the Landlord by Tenant under and pursuant to the terms and provisions of the Lease. All notices or other communications required or permitted to be given pursuant to the provisions hereof shall be in writing and shall be considered as properly given if (i) mailed to the addressee by first class United States mail, postage prepaid, registered or certified with return receipt requested, (ii) by delivering same in person to the addressee, or (iii) by delivery to a third party commercial delivery service for same day or next day delivery to the office of the addressee with proof of delivery. Notice so given shall be effective, as applicable, upon (i) the third (3rd) day following the day such notice is deposited with the U.S. Postal Service, (ii) delivery to the addressee, or (iii) upon delivery to such third party delivery service. Notice given in any other manner shall be effective only if and when received by the addressee. For purposes of notice, the addresses of the parties shall be:

Bank: Northeast Bank
One Marina Park Dr. Floor 8
Boston, MA 02210
Attention: Legal Department
E-mail: LegalDept@northeastbank.com

Landlord: _____

Tenant: _____

Notwithstanding the foregoing, any party shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving of thirty (30) days' notice to the other parties in the manner set forth herein.

9. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, successors-in-title and assigns. Without limitation of any provision contained herein, as used herein, the term (i) "landlord" refers to Landlord and to any successor to the interest of Landlord under the Lease and (ii) "Bank" refers to Bank and to any assignee of the note secured by the Security Instrument and Bank's servicer of the Loan, if any.

10. Tenant's Personal Property. In no event shall the Security Instrument cover or encumber (and shall not be construed as subjecting in any manner to the lien thereof) any of Tenant's moveable trade fixtures, business equipment, furniture, signs or other personal property at any time placed on or about the Premises.

11. Counterparts. This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original, but all of which when taken together shall constitute one and the same instrument.

12. Headings. The headings, captions, and arrangements used in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the date first above written.

BANK:

NORTHEAST BANK

By:_____

Name:

Title:

[ADD APPROPRIATE ACKNOWLEDGEMENT]

TENANT:

[_____]

By:_____

Name:

Title:

[ADD APPROPRIATE ACKNOWLEDGEMENT]

LANDLORD:

[_____]

By: _____

Name:

Title:

[ADD APPROPRIATE ACKNOWLEDGEMENT]

EXHIBIT A [to Form of SNDA]

LEGAL DESCRIPTION

EXHIBIT L

FLOOD DISCLOSURE

Landlord [] is or [X] is not aware that the rental property is located in a FEMA Special Flood Hazard Area (“100-year floodplain”). The property has experienced flooding [0] times in the last 10 years. Even if the rental property is not in a Special Flood Hazard Area (“100-year floodplain”), the dwelling may still be susceptible to flooding. The Federal Emergency Management Agency (FEMA) maintains a flood map on its Internet website that is searchable by address, at no cost, to determine if a dwelling is located in a flood hazard area.

Landlord [] is or [X] is not aware that the rental property you are renting has flooded at least once in the last 10 years. The rental property has flooded [0] times in the last 10 years. Even if the dwelling has not flooded in the last 10 years, the dwelling may still be susceptible to flooding.

Most tenant insurance policies do not cover damage or loss incurred in a flood. You are encouraged to examine your policy to determine whether you are covered. If you are not, flood insurance may be available through FEMA’s National Flood Insurance Program to cover your personal property in the event of a flood. Information regarding flood risks can be found at the dnr.illinois.gov (Illinois Department of Natural Resources), fema.gov (FEMA), and ready.gov/flood (U.S. National public service).

Landlords are required to disclose the above information pursuant to Section 25 of the Landlord and Tenant Act. A landlord’s failure to comply with Section 25 of the Landlord and Tenant Act shall entitle the tenant to remedies as defined in that Section.

LANDLORD:

Franklin Oak Brook 22, LLC,
an Illinois limited liability company

By: _____
Name: _____
Title: _____

TENANT:

TS Dev Oak Brook, LLC
a Delaware limited liability company

By: _____
Name: _____
Its: _____

Cocktails

AWARD WINNING SPICED WATERMELON
patrón silver tequila - st-germain
watermelon purée - fresh lime - jalapeño

CUCUMBER STILETTO
grey goose le citron vodka - st -germain
muddled cucumber & mint

NOT YOUR DADDY’S OLD FASHIONED
woodford reserve bourbon - reàl madagascar vanilla
toasted almond bitters

STRAWBERRY COBBLER
belvedere pure - muddled strawberry
graham cracker crust

STK MULE
belvedere pure - dom benedictine - fresh lime
fever tree ginger beer

MOJITO
bacardi superior rum - muddled mint & fresh lime

PERFECT MARGARITA
milagro silver tequila - cointreau - fresh lime

EL TORO ROJO
volcán blanco tequila - campari - fever tree grapefruit
grenadine - fresh lemon

ESPRESSO MARTINI
tito’s vodka - owen’s nitro-infused espresso
crème de cacao

UNCHAINED PASSION
don julio blanco tequila - carpano bianco vermouth
reàl passion fruit - chandon

FADE TO BLACKBERRY
jack daniel's no.7 whiskey - muddled mint
blackberries - fresh lime juice

HIBISCUS SPARKLER
the botanist gin - monin hibiscus - la marca rosé

DRAGON’S FLARE
ketel one vodka - reàl prickly pear - cointreau
strawberry lemonade

HOT HONEY SMASH
hennessy v.s - barrow’s ginger liqueur - hot honey
muddled mint - fresh lime

BLACK TIE AFFAIR
knob creek rye - mr. black liqueur - crème de cacao
tobacco bitters - chocolate covered espresso beans

GUAVA BERRY KISS
hendrick’s gin - strawberry - reàl guava - fresh lime

Market Salads
& Starters

BABY GEM CAESAR
parmigiano reggiano - lemon black pepper emulsion
herb crouton

BLUE ICEBERG
nueske’s applewood smoked bacon - point reyes blue
cherry tomato

MAPLE & BOURBON NUESKE’S BACON
apple cabbage slaw - pickled mustard seeds

TUNA TARTARE*
hass avocado - taro chips - soy-honey emulsion

CRISPY CALAMARI
basil - shishito peppers - roasted garlic & lime aioli
asian chili sauce

LIL’ BRGS*
wagyu beef - special sauce - sesame seed bun

JUMBO LUMP CRAB CAKE
whole grain mustard cream - chili thread
cucumber mustard seed salad

BURRATA
marinated beetroot - pickled red onions
basil oil crunchy sourdough

IMPERIA KALUGA RESERVE*
traditional full service on ice - blinis
mother of pearl spoons (30 grams)



Raw Bar

OYSTERS ON A HALF SHELL*
mignonette - cocktail sauce - lemon

OYSTERS & PEARLS*
1/2 dozen oysters - 1 oz american caviar - mignonette
cocktail sauce - lemon

JALAPEÑO PICKLED SHRIMP COCKTAIL
cocktail sauce - lemon

RED KING CRAB dijon - cocktail sauce - lemon

CEVICHE* chef’s daily creation

Shellfish Platters

OYSTERS* - CEVICHE* - CLAMS - MUSSELS
DUNGENESS CRAB - MAINE LOBSTER
JALAPEÑO PICKLED SHRIMP
cocktail sauce - mignonette - lemon dijonnaise
(2 person minimum)

Entrées

MAPLE RUBBED SALMON*
pickled cherry tomatoes - piquillo broccolini - olive dressing

FREE RANGE CHICKEN
peas & beans - confit garlic - toasted mustard seed jus

BRAISED BEEF SHORT RIB
creamed potatoes - roasted pepper relish - crispy shallots
red wine glaze

HALIBUT FISH & CHIPS
beer battered halibut filet - hand cut chunky fries - coleslaw
hot yuzu tartar sauce

MAINE LOBSTER LINGUINE
tomato - lemon - garlic - creamy lobster sauce - parmesan

MUSHROOM & TRUFFLE TAGLIATELLE
pecorino - braised mushrooms - shaved black truffle

MISO GLAZED CHILEAN SEA BASS*
sautéed bok choy - ginger - crispy shallots - thai basil

ROASTED LAMB RACK*
glazed carrots - baby kale - rosemary jus

Sides

YUKON GOLD MASHED POTATOES
parmesan crust

PARMESAN TRUFFLE FRIES

TATER TOTS

SWEET CORN PUDDING

CHEDDAR HASHBROWN
jalapeño - parmesan crème fraîche

ASPARAGUS

CREAMED SPINACH

CRISPY BRUSSELS SPROUTS
bacon - cider glaze

CONFIT MUSHROOMS
bacon - cheese

MARKET VEGETABLES

Mac & Cheese

TRADITIONAL | BACON | LOBSTER

Desserts

BAG O’ DONUTS cinnamon sugar - dulce de leche - raspberry - chocolate

CHOCOLATE CAKE chocolate ganache sauce

CHEESECAKE raspberry coulis - berries

APPLE PIE cinnamon crumble - maple crème fraîche

WARM CHOCOLATE CHIP COOKIE vanilla ice cream - caramel sauce



THE CLOUD

butter cake - berry compote - berry coulis - cotton candy - vanilla ice cream

Steak

SMALL*

FILET 6oz

STEAKHOUSE SKIRT 8oz

RIBEYE SPINALIS 8oz

MEDIUM*

FILET 10oz

RIBEYE FILET 10oz

NY STRIP 14oz

BONE-IN FILET 14oz

DRY-AGED DELMONICO 14oz

COWGIRL BONE-IN RIBEYE 16oz

DRY-AGED BONE-IN STRIP 18oz

LARGE*

DRY-AGED PORTERHOUSE 28oz

DRY-AGED TOMAHAWK 34oz

WAGYU SELECTION*

AUSTRALIAN FLAT IRON 8oz

JAPANESE A5 STRIP

JAPANESE A5 FILET

Surf & Turf*

FILET 6oz & LOBSTER TAIL

FILET 6oz & 3 GRILLED PRAWNS

TOPPINGS

KING CRAB OSCAR

LOBSTER TAIL

SHRIMP

STK ZINGY RUB

PEPPERCORN CRUSTED

JALAPEÑO ONION JAM

SIGNATURE BUTTERS

TRUFFLE • LOBSTER • WAGYU UMAMI

SAUCES

(choose 1)

STEAK • BOLD • AU POIVRE

RED WINE • BÉARNAISE • HORSERADISH

CHIMICHURRI • BLUE BUTTER

*These items may be served raw and/or undercooked. Consuming raw or undercooked meats, poultry, seafood, shellfish, or eggs may increase your risk of a food borne illness especially when you have a medical condition.

Wine by the Glass

BUBBLES

la marca, prosecco, it
ceretto l vignaioli di s. stefano moscato d’asti docg, it
domaine chandon, sparkling rosé, ca
veuve clicquot ‘yellow label brut’, champagne, fr
moët & chandon ‘impérial rosé, champagne, fr

ROSÉ

justin, central coast, ca
whispering angel, côtes de provence, fr
miraval, côtes de provence, fr

WHITE

chardonnay, sonoma-cutrer, russian river valley, ca
chardonnay, weather, sonoma coast, ca
chardonnay, rombauer, carneros, ca
sauvignon blanc, kim crawford, marlborough, nz
sauvignon blanc, twomey by silver oak, napa, ca
sauvignon blanc, cloudy bay, marlborough, nz
pinot grigio, gabbiano, venezie, it
pinot gris, king estate, willamette valley, or
riesling, eroica, columbia valley, wa

RED

cabernet sauvignon, bonanza by caymus, ca
cabernet sauvignon, decoy by duckhorn, sonoma, ca
cabernet sauvignon, justin, paso robles, ca
cabernet sauvignon, caymus, napa valley, ca
red blend, famille perrin ‘côtes du rhône reserve’, rhône, fr
red blend, j. lohr, pure paso, paso robles, ca
red blend, tooth & nail ‘the possessor’, paso robles, ca
red blend, bootleg, napa valley, ca
red blend, the prisoner, napa valley, ca
super tuscan, tenuta guado al tasso ‘il bruciato’, bolgheri, it
petite sirah, caymus ‘suisun grand durif’, suisun valley, ca
merlot, emmolo, napa, valley, ca
malbec, terrazas, mendoza, ar
pinot noir, calera by duckhorn, central coast, ca
pinot noir, la crema, sonoma coast, ca
pinot noir, imagery, ca
pinot noir, elouan, or
pinot noir, belle glos ‘dairyman’, russian river valley, ca

Bottled Beer

blue moon
chimay
goose island ipa
lagunitas ipa

mango cart
modelo especial
modelo negra
michelob ultra

stella artois
non-alcoholic
heineken 0.0

Tequila Cellar



TOP SHELF

cincoro añejo
código 1530 rosa blanco
don julio rosado
grand mayan reposado
jose cuervo reserva de la familia extra añejo
patrón el cielo

PREMIUM

casa dragones añejo
clase azul reposado
don fulano imperial extra añejo
don julio 1942 añejo
komos cristalino añejo
lobos 1707 extra añejo
mijenta añejo gran reserva
volcan di mi tierra x.a reposado

ULTRA PREMIUM

clase azul gold
casa dragones joven
volcan de mi tierra blanco tahona

Great Finishes

PORT & DESSERT WINE

taylor fladgate tawny port, pt
dolce late harvest wine napa valley, ca

BRANDY & COGNAC

louis xiii de remy martin grande champagne
cognac, fr
remy martin xo excellence-special fine
champagne, cognac, fr
hennessy xo cognac, fr

CORDIALS & LIQUEURS

caravella limoncello
fernet branca
grand marnier cuveé louis-alexandre
nonino quintessentia amaro
romana sambuca

Red Bull

classic red edition
sugar free yellow edition

Paloma Bucket



375ml casamigos blanco tequila
choice of 4: fever tree grapefruit
or blood orange ginger beer
fresh lime juice
tajin

Join us for

WEEKEND BRUNCH

Every Saturday & Sunday until 3pm



Vibe up your

CELEBRATION

STK is your destination for
PRIVATE & GROUP DINING
SPECIAL EVENTS
CATERING



Happy Hour

MON - FRI 2:30 - 6:30pm
WEEKEND* SAT - SUN 2:30 - 5:30pm
LATE NIGHT* SUN - THUR 10:00pm - CLOSE

*Available in the bar, lounge, & patio only

DON JULIO 1942

1.5oz pour



OYSTER ON THE HALF SHELL*

TATER TOTS

FALAFEL & CHILI TAHINI

LIL’ BRG & TRUFFLE FRIES*

WAGYU MEATBALLS

SHORT RIB QUESADILLA

VODKA CURED CUCUMBER & SALMON STILETTO

MODELO ESPECIAL or MODELO NEGRA

JAPANESE A5 WAGYU TACO*

BEEF TARTARE*

TUNA TARTARE TACO*

POPCORN CHICKEN

CRISPY CALAMARI

JALAPEÑO PICKLED SHRIMP COCKTAIL

STK* & FRITES

SIGNATURE COCKTAILS

CHIMAY BOTTLE

WINE BY THE GLASS

bonanza cabernet by caymus, justin rosé, or ceretto moscato

Happy Surf & Turf*

3oz FILET & JUMBO PRAWN

*These items may be served raw and/or undercooked. Consuming raw or undercooked meats, poultry, seafood, shellfish, oysters, or eggs may increase your risk of a food borne illness especially when you have a medical condition. If you have chronic illness of the liver, stomach or blood or have immune disorders, you are at greater risk of serious illness from raw oysters, and should eat oysters fully cooked.
IF UNSURE OF YOUR RISK, CONSULT A PHYSICIAN