



**REGULAR COUNCIL MEETING
AND COMMITTEE OF THE WHOLE
AGENDA**

**Tuesday, June 9, 2015
7:00 P.M.
City Council Chambers**

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. PLEDGE OF ALLEGIANCE**
- IV. ADDITIONS OR DELETIONS TO THE AGENDA**
- V. APPROVAL OF MINUTES – CHANGES OR CORRECTIONS**
 1. Regular Meeting Minutes Of May 26, 2015.
- VI. PUBLIC PARTICIPATION**
- VII. ACTION ITEMS/CONSENT AGENDA**
 1. Payment of City Bills: June 9, 2015 In The Amount Of \$525,596.36.
 2. Resolution No. 15-5: A Resolution Authorizing And Approving An Agreement Between The City Of Oakbrook Terrace And the DuPage Convention And Visitor's Bureau For Professional Services To Promote Tourism And Provide Marketing And Administrative Services Related Thereto For The City For Fiscal Year 15-16.
 3. Resolution No. 15-6: A Resolution Approving An Engagement Letter For Professional Auditing Services Between The City of Oakbrook Terrace And BKD LLP For the Fiscal Year That Ended April 30, 2015.
 4. Ordinance No. 15-45: An Ordinance Authorizing The Issuance Of A Purchase Order To Landmark Ford For Two Police Interceptors For The City of Oakbrook Terrace, Illinois.
 5. Ordinance No. 15-46: An Ordinance Approving A Site Plan, Granting Special Uses For A Restaurant With A Drive-Through, Outdoor Dining, And Locating An

- Above-Ground Service Facility In A Buildable Area, And Granting Variations From The Requirements Of The Zoning Ordinance For The Property Commonly Known As 17W615 Butterfield Road In The City Of Oakbrook Terrace, Illinois.
6. Approval Of Payout Number Four (4): Fox Excavating, Inc. In The Amount of \$17,512.41 For The New Police Facility And Renovation Of City Hall.
 7. Approval Of Payout Number Four (4): Westside Mechanical, LLC. In The Amount of \$149,703.53 For The New Police Facility And Renovation Of City Hall.
 8. Approval Of Payout Number Six (6): Midwest Masonry, Inc. In The Amount of \$131,905.49 For The New Police Facility And Renovation Of City Hall.
 9. Approval Of Payout Number Seven (7): Unique Plumbing Company, Inc. In The Amount of \$16,512.66 For The New Police Facility And Renovation Of City Hall.
 10. Approval Of Payout Number Three (3): Nelson Fire Protection In The Amount of \$55,429.20 For The New Police Facility And Renovation Of City Hall.
 11. Appointment of J. Angel Cardenas To The Planning And Zoning Commission For A Term To Expire On June 1, 2016.
 12. Reappointment of Robert J. Shanahan to the Police Commission For A Term To Expire on June 1, 2018.
 13. Reappointment of Norene Myszkowski to the Planning and Zoning Commission For A Term To Expire on June 1, 2018.
 14. Reappointment of Jim Kleinow to the Police Pension Board For A Term To Expire on June 1, 2017.

VIII. ITEMS REMOVED FROM THE CONSENT AGENDA

IX. RECESS TO THE COMMITTEE OF THE WHOLE

X. MAYOR RAGUCCI

XI. COMMITTEE OF THE WHOLE CONSIDERATIONS

1. Backyard Chickens
2. Approval Of A Video Gaming Location License And Increasing The Number of Video Gaming Terminal Licenses – (J.M.J. Assets, LLC. – Ellie’s OBT DBA Ellie’s Coffee Bar) 17W620 14th Street, Oakbrook Terrace, Illinois.
3. An Ordinance To Approve And Authorize The Execution Of A Trade Contract Agreement Between The City Of Oakbrook Terrace, Illinois, And Concorde Sign & Engraving Inc. For Interior And Exterior Signage (Bid Package 10C/10D) For The New Police Facility.
4. An Ordinance To Approve And Authorize The Execution Of A Trade Contract Agreement Between The City Of Oakbrook Terrace, Illinois, And TGM Fabricating, Inc. For Fencing And Gates (Bid Package 021) For The New Police Facility.
5. An Ordinance To Approve And Authorize The Execution Of A Trade Contract Agreement Between The City Of Oakbrook Terrace, Illinois, And Total Window

Treatments For Window Blinds And Motorized Shades (Bid Package 10B-2) For The New Police Facility.

6. Status Report Payout Number One (1): Abbey Paving Co., Inc.
7. Status Report Payout Number One (1): CAD Contract Glazing
8. Status Report Payout Number One (1): Cain Millwork, Inc.
9. Status Report Payout Number Four (4): Caliber Construction Company
10. Status Report Payout Number Eight (8): Cameo Electric, Inc
11. Status Report Payout Number Five (5): Fox Excavating, Inc
12. Status Report Payout Number Two (2): J&L Metal Doors, Inc.
13. Status Report Payout Number Seven (7): Midwest Masonry, Inc
14. Status Report Payout Number One (1): Triumph Restoration, Inc.
15. Status Report Payout Number Eight (8): Unique Plumbing Company, Inc
16. Status Report Payout Number Four (4): Valley Security Company
17. Status Report Payout Number Five (5): Westside Mechanical

XII. COUNCIL MEMBER COMMENTS

XIII. CITY ATTORNEY RAMELLO

XIV. DEPUTY CITY CLERK DOWNER

XV. CITY ADMINISTRATOR MARRERO

XVI. RECONVENE THE CITY COUNCIL MEETING

XVII. OLD BUSINESS

1. Ordinance No. 15-47: An Ordinance Amending The Provisions Of Title XI (Business Regulations); Chapter 124 (Video Gaming); Subchapter 124.22 (Number Of Licenses) Of The Code Of Oakbrook Terrace To Increase The Maximum Number Of Video Gaming Location Licenses And The Maximum Number Of Video Gaming Terminal Licenses (J.M.J. Assets LLC. – Ellie’s OBT DBA Ellie’s Coffee Bar)

ADJOURN

In compliance with the American with Disabilities Act and other applicable Federal and State laws, the City of Oakbrook Terrace meetings will be accessible to individuals with disabilities. Persons requiring auxiliary aids and services should contact the Executive Offices at 17W275 Butterfield Road, Oakbrook Terrace, Illinois 60181, or call (630) 941-8300 in advance of the meeting to inform them of their anticipated attendance.



**Memorandum for the Regular City Council Meeting and
Committee of the Whole for
Tuesday, June 9, 2015 at 7:00 PM**

REGULAR COUNCIL MEETING AGENDA

- I. CALL TO ORDER – Mayor Ragucci**
- II. ROLL CALL – Deputy City Clerk Downer**
- III. PLEDGE OF ALLEGIANCE**
- IV. ADDITIONS OR DELETIONS TO AGENDA**
- V. APPROVAL OF MINUTES - CHANGES – CORRECTIONS**
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8. Approval Of Payout Number Six (6): Midwest Masonry, Inc. In The Amount of \$131,905.49 For The New Police Facility And Renovation Of City Hall.
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14. Reappointment of Jim Kleinow to the Police Pension Board For A Term To Expire on June 1, 2017.

The Mayor asks the City Council members if they would like to remove any item(s) from the Consent Agenda. The Mayor also asks the City Attorney if any items should be removed from the Consent Agenda by the Council because they are not ready or new information is available.

RECOMMENDED MOTION: I move to approve all of the items contained on the consent agenda for June 9, 2015 *(as presented) or (as amended)*. (Roll Call Vote, Mayor's Vote Not Called).

❖ **EXPLANATION OF ITEMS ON THE CONSENT AGENDA *(For Council Only)***

VIII. ITEMS REMOVED FROM THE CONSENT AGENDA

IX. RECESS TO THE COMMITTEE OF THE WHOLE

X. MAYOR RAGUCCI

XI. COMMITTEE OF THE WHOLE CONSIDERATIONS

1. Backyard Chickens

Please review the table included within the agenda detailing how other neighboring communities handle backyard chickens. All neighboring communities prohibit roosters and place a limit on the number of hens allowed. Most of the communities also do not allow the sale of eggs and require chickens to be housed in an appropriate shelter at all times.

Recommended Action: The Council should be prepared to discuss whether they wish to allow backyard chickens. If the Council wishes to proceed to allow backyard chickens then the Zoning Code will need to be amended and a public hearing before the Planning and Zoning Commission will be required.

The Building and Zoning Administrator will be in attendance to answer any questions you may have.

Goal & Objective: None.

2. Approval Of A Video Gaming Location License And Increasing The Number of Video Gaming Terminal Licenses – (J.M.J. Assets, LLC. – Ellie’s OBT DBA Ellie’s Coffee Bar) 17W620 14th Street, Oakbrook Terrace, Illinois.

Please review the draft ordinance increasing the number of video gaming license within the City by one (1), and increasing video gaming terminals within the City by five (5).

G3 Gaming LLC. received approval from the Illinois Gaming Board as an authorized video gaming terminal operator. In addition, Ellie’s Coffee Bar also received approval from the Illinois Gaming Board for five (5) video gaming terminals.

Currently the City has seven (7) locations, with thirty-three (33) machines. The draft ordinance will increase the total to eight (8) locations, and thirty-eight (38) machines.

Recommended Action: If the Council concurs with the draft ordinance then it should be approved during the reconvened meeting.

Goal & Objective: None.

3. An Ordinance To Approve And Authorize The Execution Of A Trade Contract Agreement Between The City Of Oakbrook Terrace, Illinois, And Concorde Sign & Engraving Inc. For Interior And Exterior Signage (Bid Package 10C/10D) For The New Police Facility.

Included in your packets is a draft ordinance created by the City Administrator to authorize the execution of a trade contract agreement to Concorde Sign & Engraving Inc. for the furnishing of interior and exterior signage for the new Police Facility.

A representative from Harbour Contractor’s will be in attendance to address any concerns you may have.

Recommended Action: If the Council concurs with the draft ordinance as presented, then the ordinance will be placed on the next consent agenda for approval at the next meeting.

Goal & Objective: Oversee The Completion Of The New Police Station And City Hall Renovation.

4. An Ordinance To Approve And Authorize The Execution Of A Trade Contract Agreement Between The City Of Oakbrook Terrace, Illinois, And TGM Fabricating, Inc. For Fencing And Gates (Bid Package 021) For The New Police Facility.

Included in your packets is a draft ordinance created by the City Administrator to authorize the execution of a trade contract agreement to TGM Fabricating, Inc. for the furnishing of fencing and gates for the new Police Facility.

A representative from Harbour Contractor's will be in attendance to address any concerns you may have.

Recommended Action: If the Council concurs with the draft ordinance as presented, then the ordinance will be placed on the next consent agenda for approval at the next meeting.

Goal & Objective: Oversee The Completion Of The New Police Station And City Hall Renovation.

5. An Ordinance To Approve And Authorize The Execution Of A Trade Contract Agreement Between The City Of Oakbrook Terrace, Illinois, And Total Window Treatments For Window Blinds And Motorized Shades (Bid Package 10B-2) For The New Police Facility.

Included in your packets is a draft ordinance created by the City Administrator to authorize the execution of a trade contract agreement to Total Window Treatments for the furnishing of window blinds and motorized shades for the new Police Facility.

A representative from Harbour Contractor's will be in attendance to address any concerns you may have.

Recommended Action: If the Council concurs with the draft ordinance as presented, then the ordinance will be placed on the next consent agenda for approval at the next meeting.

Goal & Objective: Oversee The Completion Of The New Police Station And City Hall Renovation.

6. Status Report Payout Number One (1): Abbey Paving Co., Inc.

Please review the contractor's application for payment number one (1) in the amount of \$11,339.62 for general site maintenance work performed for the month of May 2015.

The payment applications have been approved by Harbour Contractor's and Williams Architects. A representative from Harbour Contractor's will be in attendance should you have any questions.

Recommended Action: If the payout is acceptable to the Council as presented, then this item will be placed on the next consent agenda.

Goal & Objective: Oversee The Completion Of The New Police Station And City Hall Renovation.

7. Status Report Payout Number One (1): CAD Contract Glazing

Please review the contractor's application for payment number one (1) in the amount of \$75,915 for the storefront window system work performed for the month of May 2015.

The payment applications have been approved by Harbour Contractor's and Williams Architects. A representative from Harbour Contractor's will be in attendance should you have any questions.

Recommended Action: If the payout is acceptable to the Council as presented, then this item will be placed on the next consent agenda.

Goal & Objective: Oversee The Completion Of The New Police Station And City Hall Renovation.

8. Status Report Payout Number One (1): Cain Millwork, Inc.

Please review the contractor's application for payment number one (1) in the amount of \$19,318.09 for cabinets and millwork work performed for the month of May 2015.

The payment applications have been approved by Harbour Contractor's and Williams Architects. A representative from Harbour Contractor's will be in attendance should you have any questions.

Recommended Action: If the payout is acceptable to the Council as presented, then this item will be placed on the next consent agenda.

Goal & Objective: Oversee The Completion Of The New Police Station And City Hall Renovation.

9. Status Report Payout Number Four (4): Caliber Construction Company

Please review the contractor's application for payment number four (4) in the amount of \$28,994.63 for the metal framing & drywall/acoustical ceilings for the month of May 2015.

The payment applications have been approved by Harbour Contractor's and Williams Architects. A representative from Harbour Contractor's will be in attendance should you have any questions.

Recommended Action: If the payout is acceptable to the Council as presented, then this item will be placed on the next consent agenda.

Goal & Objective: Oversee The Completion Of The New Police Station And City Hall Renovation.

10. Status Report Payout Number Eight (8): Cameo Electric, Inc

Please review the contractor's application for payment number eight (8) in the amount of \$72,109.80 for the electrical work performed for the month of May 2015.

The payment applications have been approved by Harbour Contractor's and Williams Architects. A representative from Harbour Contractor's will be in attendance should you have any questions.

Recommended Action: If the payout is acceptable to the Council as presented, then this item will be placed on the next consent agenda.

Goal & Objective: Oversee The Completion Of The New Police Station And City Hall Renovation.

11. Status Report Payout Number Five (5): Fox Excavating, Inc

Please review the contractor's application for payment number five (5) in the amount of \$6,205 for the site utilities for the month of May 2015.

The payment applications have been approved by Harbour Contractor's and Williams Architects. A representative from Harbour Contractor's will be in attendance should you have any questions.

Recommended Action: If the payout is acceptable to the Council as presented, then this item will be placed on the next consent agenda.

Goal & Objective: Oversee The Completion Of The New Police Station And City Hall Renovation.

12. Status Report Payout Number Two (2): J&L Metal Doors, Inc.

Please review the contractor's application for payment number two (2) in the amount of \$9,360 for hollow metal doors and hardware for the month of May 2015.

The payment applications have been approved by Harbour Contractor's and Williams Architects. A representative from Harbour Contractor's will be in attendance should you have any questions.

Recommended Action: If the payout is acceptable to the Council as presented, then this item will be placed on the next consent agenda.

Goal & Objective: Oversee The Completion Of The New Police Station And City Hall Renovation.

13. Status Report Payout Number Seven (7): Midwest Masonry, Inc

Please review the contractor's application for payment number seven (7) in the amount of \$14,850 for masonry for the month of May 2015.

The payment applications have been approved by Harbour Contractor's and Williams Architects. A representative from Harbour Contractor's will be in attendance should you have any questions.

Recommended Action: If the payout is acceptable to the Council as presented, then this item will be placed on the next consent agenda.

Goal & Objective: Oversee The Completion Of The New Police Station And City Hall Renovation.

14. Status Report Payout Number One (1): Triumph Restoration, Inc.

Please review the contractor's application for payment number one (1) in the amount of \$425.70 for sealants for the month of May 2015.

The payment applications have been approved by Harbour Contractor's and Williams Architects. A representative from Harbour Contractor's will be in attendance should you have any questions.

Recommended Action: If the payout is acceptable to the Council as presented, then this item will be placed on the next consent agenda.

Goal & Objective: Oversee The Completion Of The New Police Station And City Hall Renovation.

15. Status Report Payout Number Eight (8): Unique Plumbing Company, Inc

Please review the contractor's application for payment number eight (8) in the amount of \$10,035.96 for plumbing work performed for the month of May 2015.

The payment applications have been approved by Harbour Contractor's and Williams Architects. A representative from Harbour Contractor's will be in attendance should you have any questions.

Recommended Action: If the payout is acceptable to the Council as presented, then this item will be placed on the next consent agenda.

Goal & Objective: Oversee The Completion Of The New Police Station And City Hall Renovation.

16. Status Report Payout Number Four (4): Valley Security Company

Please review the contractor's application for payment number four (4) in the amount of \$60,120 for the detention equipment for the month of May 2015.

The payment applications have been approved by Harbour Contractor's and Williams Architects. A representative from Harbour Contractor's will be in attendance should you have any questions.

Recommended Action: If the payout is acceptable to the Council as presented, then this item will be placed on the next consent agenda.

Goal & Objective: Oversee The Completion Of The New Police Station And City Hall Renovation.

17. Status Report Payout Number Five (5): Westside Mechanical

Please review the contractor's application for payment number five (5) in the amount of \$141,417.04 for the HVAC System for the month of May 2015.

The payment applications have been approved by Harbour Contractor's and Williams Architects. A representative from Harbour Contractor's will be in attendance should you have any questions.

Recommended Action: If the payout is acceptable to the Council as presented, then this item will be placed on the next consent agenda.

Goal & Objective: Oversee The Completion Of The New Police Station And City Hall Renovation.

XII. COUNCIL MEMBERS COMMENTS

During this portion of the meeting, the Council members can bring up items that are of concern to them in order that they can be placed on a future agenda for discussion.

XIII. CITY ATTORNEY RAMELLO

XIV. DEPUTY CITY CLERK DOWNER

XV. CITY ADMINISTRATOR MARRERO

XVI. RECONVENE THE CITY COUNCIL MEETING

XVII. OLD BUSINESS

1. Ordinance No. 15-47: An Ordinance Amending The Provisions Of Title XI (Business Regulations); Chapter 124 (Video Gaming); Subchapter 124.22 (Number Of Licenses) Of The Code Of Oakbrook Terrace To Increase The Maximum Number Of Video Gaming Location Licenses And The Maximum Number Of Video Gaming Terminal Licenses (J.M.J. Assets LLC. – Ellie's OBT DBA Ellie's Coffee Bar)

ADJOURN

**CITY OF OAKBROOK TERRACE
MINUTES OF THE REGULAR CITY COUNCIL AND
COMMITTEE OF THE WHOLE MEETING
TUESDAY, MAY 26, 2015**

AGENDA ACTION

JUN 09 2015

I. CALL TO ORDER

The Mayor called the May 26, 2015, Regular and Committee of the Whole Meeting of the City Council to order at 7:00 P.M.

II. ROLL CALL

Roll call indicated the following Aldermen were in attendance:

Present: Esposito, Greco, Przychodni, Vlach, and Mayor Ragucci
Absent: Swartz and Thomas

Also in attendance were Deputy City Clerk C. Downer, City Administrator A. Marrero, Police Chief W. Holakovsky, Building and Zoning Administrator M. Dragan, Assistant Finance Director D. Mark, Assistant to the Mayor and City Administrator M. Sarallo, and City Attorney M. Miroballi.

III. PLEDGE OF ALLEGIANCE

The Mayor led everyone in the Pledge of Allegiance.

IV. ADDITIONS OR DELETIONS TO THE AGENDA

None.

V. APPROVAL OF MINUTES – CHANGES OR CORRECTIONS

1. Regular Meeting Minutes Of May 12, 2015.

Motion to approve the minutes of the May 12, 2015 Regular City Council and Committee of the Whole as presented was made by Alderman Esposito and seconded by Alderman Przychodni.

**Ayes: Esposito, Greco, Przychodni, and Vlach
Nays: None**

Motion passed.

VI. PUBLIC PARTICIPATION

Kenneth Kopka of 17W421 Eisenhower addressed the Council regarding the allowance of backyard chickens. Kopka said keeping backyard chickens would be an

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TUESDAY, MAY 26, 2015**

asset to the City for the reasons listed below.

1. Not supporting factory chickens and increasing self sustainability.
2. Better tasting organic eggs.
3. Organic pest control.
4. Increase property value.

Kopka noted four (4) hens produce less waste than a cat or dog. Kopka added hens are quiet birds. Kopka said the following neighboring communities allow backyard chickens: Western Springs, Downers Grove, Brookfield, Naperville, Oak Park, Deerfield, St. Charles, Evanston, West Dundee, and Chicago. Kopka noted the nutritional value improves with the organic eggs.

Ragucci said this item will be discussed at the next meeting during Committee of the Whole. Ragucci asked Mr. Kopka to attend the next meeting.

VII. ACTION ITEMS/CONSENT AGENDA

1. Payment of City Bills: May 26, 2015 In The Amount Of \$422,107.62
2. Treasurer's Report April 2015
3. Personnel & Payroll Report April 2015
4. Ordinance No. 15-42: An Ordinance Decreasing The Number Of Class "A" Liquor Licenses By One (1), Pursuant To The Provisions Of Title XI (Business Regulations); Chapter 111 (Food And Beverages); Subchapter Alcoholic Liquor Control, Section 111.012 (Number of Licenses In Each License Classification), Of The Code Of Ordinances Of The City Of Oakbrook Terrace, Illinois As Amended (The Baron Bar & Grill, Inc. d/b/a The Remedy)
5. Ordinance No. 15-43: An Ordinance Granting Variations From The Requirements Of The Zoning Ordinance Of The City Of Oakbrook Terrace For 1901 S. Meyers Road (Millhurst Charhouse & Banquets) In The City Of Oakbrook Terrace, Illinois
6. Ordinance No. 15-44: An Ordinance To Approve And Authorize The Execution Of A Contract Between The City Of Oakbrook Terrace, Illinois And B&B Networks, Inc. For The Furnishings And Installation Of Telephone And Communication System Replacement Upgrades For The New Police Facility
7. Approval Of Payout Number One (1): Hufcor Chicago, Inc. In The Amount of \$7,002 For The New Police Facility And Renovation Of City Hall.
8. Approval Of Payout Number Two (2): TGM Fabricating Inc. In The Amount of \$5,400 For The New Police Facility And Renovation Of City Hall.
9. Approval Of Payout Number Three (3): Valley Security Company In The Amount of \$32,562 For The New Police Facility And Renovation Of City Hall.
10. Approval Of Payout Number Three (3): Caliber Construction Company In The Amount of \$33,105.78 For The New Police Facility And Renovation Of City Hall.

**CITY OF OAKBROOK TERRACE
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11. Approval Of Payout Number Four (4): Champion Drywall, Inc. In The Amount of \$5,400 For The New Police Facility And Renovation Of City Hall.
12. Approval Of Payout Number Seven (7): Cameo Electric In The Amount of \$58,278.60 For The New Police Facility And Renovation Of City Hall.

Motion to approve all the items contained on the Consent Agenda for May 26, 2015 as presented was made by Alderman Greco and seconded by Alderman Przychodni.

**Ayes: Esposito, Greco, Przychodni, and Vlach
Nays: None**

Motion passed.

VIII. ITEMS REMOVED FROM THE CONSENT AGENDA

None.

IX. RECESS TO THE COMMITTEE OF THE WHOLE

Motion to recess to the Committee of the Whole portion of this meeting was made by Alderman Vlach and seconded by Alderman Esposito.

**Ayes: Esposito, Greco, Przychodni, and Vlach
Nays: None**

Motion passed.

X. MAYOR RAGUCCI

1. Appointment of J. Angel Cardenas To The Planning And Zoning Commission For A Term To Expire On June 1, 2016.
2. Reappointment of Robert J. Shanahan to the Police Commission For A Term To Expire on June 1, 2018.
3. Reappointment of Norene Myszkowski to the Planning and Zoning Commission For A Term To Expire on June 1, 2018.
4. Reappointment of Jim Kleinow to the Police Pension Board For A Term To Expire on June 1, 2017.

Ragucci said these will be placed on the next consent agenda. Ragucci stated Sgt. David MacArtney is retiring at the end of the week after 27 years on the job. Ragucci thanked him for his years of service.

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COMMITTEE OF THE WHOLE MEETING
TUESDAY, MAY 26, 2015**

XI. COMMITTEE OF THE WHOLE CONSIDERATIONS

1. Renewal of Hotel & Visitor's Marketing Agreement With The DuPage Convention And Visitors Bureau (DCVB)

Beth Marchetti, Executive Director for the DCVB, updated the Council on the DCVB efforts. Marchetti said she is working closely with DuPage County Chairman Dan Cronin and the County Board. Marchetti discussed the mission of the DCVB. Marchetti distributed a report regarding the City's hotels. Marchetti noted the DCVB booked 1,273 group room nights in Oakbrook Terrace for the last fiscal year. Marchetti said both Ditka's and Volare were on the weekly e-blast for WTTW's *Check Please*. Marchetti said some Oakbrook Terrace hotels booked room nights for the USBC bowling tournament. Marchetti thanked the Council for their continued support.

Don Hill of the Hilton Hotels of Chicago Oak Brook and Chair of the City's Hotel Commission reported the following first quarter performance statistics.

	2015 QTR 1
Average Rate	92.52
Rev Par (Revenue Per Available Room)	53.85
Rev Par 2014 vs. 2015 % Change	11.3%
Occupancy %	58.2%

Hill stated he could not have asked for a better first quarter. Hill noted the City's revenue per available room increased by 11.3% over last year's first quarter and was higher than Chicago, DuPage, and Oak Brook. Hill said the outlook for the remainder of this year is positive and June is always a strong month. Hill noted the Triple AAA first quarter occupancy results were slightly up compared to 2014 and revenues increased by 4.7%. Hill noted several new representatives are attending the hotel commission meetings from the Comfort Suites and Staybridge Suites.

Esposito asked if the Council could receive a breakdown of revenue by hotel. Hill replied he can not release this information. Greco asked if an ice skating rink is in the works for 2015 Quarter Four (4). Hill said this proposal was pulled due to the budget. Hill said he will provide a better update regarding this at the next meeting.

The Council concurred to place the agreement on the next consent agenda.

2. Letter of Recommendation: 1S325 Ardmore Avenue (Heritage Park) Zoning Amendment

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Dragan stated the City Council approved the Heritage Park annexation into the City. Dragan said at this time the City Council received a favorable Letter of Recommendation from the Planning and Zoning Commission regarding the variations from the Zoning Ordinance. Dragan discussed the proposed variations including: variations to yards, elimination of the requirement for a loading dock, elimination of the requirement for fencing and landscaping between the Park District and residential zoned properties and to permit existing landscaping to remain as is. Dragan noted the Planning and Zoning Commission recommended approval of the OBTPD request to allow the proposed improvements at Heritage Park.

Dragan stated if the Council concurs with the Planning and Zoning Commission's recommendation, then the City Attorney should be directed to prepare an ordinance for the next meeting. Dragan noted the Commission has no authority to make recommendations of variations of the City Code other than the Zoning ordinances. Dragan explained the City Council shall decide if the existing monument sign located in the right-of-way (ROW) may remain in place and if the Council wishes to have a license agreement for the sign encroachment.

Greco asked how the licensing agreement would benefit the City. Dragan replied the City has a similar agreement with the Berkshire subdivision which has a fence located in the ROW. Dragan said the agreement reflects that the sign is the property owner's responsibility. Greco said there are no sight line issues with the sign so he has no problem with the location of the sign. Miroballi recommended an agreement between the City and OBTPD be entered into regarding the sign encroachment. The Council concurred to direct the City Attorney to prepare an ordinance and agreement for the next consent agenda.

3. Letter of Recommendation: Butterfield Point, LLC. At The Corner of Butterfield Road and Midwest Road

Mark Daniel, Attorney for the petitioner, addressed the Council and stated the proposed property has been vacant for quite some time and is the former site of a gas station. Daniel said the developer is looking to construct an almost 10,000 square foot building with five (5) units. Daniel said the unique size of the parcel creates some issues for signage which is why the petitioner is requesting variations. Daniel said the petitioner is requesting a variance for the monument sign at the corner which could go up to 12 feet in height. Daniel said another variance is for the location of the garbage enclosure.

Daniel said there is a potential for a Dunkin Donuts to be located at the proposed development. Daniel discussed the landscaping plans for the development. Daniel said there are no parking variations being proposed. Daniel said he is proposing a special use for the drive-through. Esposito said he likes the proposed plan but it

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appears there is a lot going on in a tight area. Daniel replied said the development meets the floor area ratio requirements. Daniel also replied the setbacks on the north and east sides are compliant. However, Daniel noted the petitioner is asking for setback relief on the paved area and on the south side of the building. Daniel said with the open space surrounding the lot, it is not going to have the appearance of being congested. Daniel discussed how traffic would flow into the entrances and exits of the development.

Greco asked the distance between the dumpster and the property line. Daniel replied approximately 2.5 feet. Greco asked the distance between the property line and the curb. Daniel replied about 10 feet setback. Greco said his concern is with larger vehicles exiting the development. Greco asked how the proposed driveway signs are allowable under the City Code. Dragan replied because they have two (2) frontages along Butterfield and Midwest Road. Greco said he was disappointed the development would not be connected to the City's water system. Daniel said there are some real issues with utilities in this area and it is cost prohibitive.

Dragan said the signs were a 4-1 favorable vote, but the dumpsters were not a favorable recommendation, but due to the lot configuration the Commission recommended approval of the dumpster location as proposed. Dragan said she recommends a special use ordinance for the property to include the conditions outlined in Attorney Daniel's May 20, 2015 letter. Dragan said if these conditions are included it will make enforcement that much easier.

Ragucci said this is a great project. The Council concurred to direct the City Attorney to prepare an ordinance for the next consent agenda.

4. Audit Service Proposal For The Fiscal Year Ending April 30, 2015

Mark said the agenda packet includes an engagement letter for audit services from BKD, which is formerly Wolf & Company. Mark said the audit price increased by 5% due to the new accounting standards effective for the new fiscal year. Vlach asked why the Police Pension audit increased by \$1,750. Marrero replied the pension audit increased due to the new GASB 67 & 68 requirements which relate to the pension fund and IMRF. The Council concurred to place this on the next consent agenda.

5. New Digital Sign

Sarallo said he secured pricing for a new LED multi-colored sign that would be part of the construction for the new police facility. Sarallo said the proposed contractor is the only company that responded to the City's request. Sarallo said the brick work will be constructed by the current masonry contractor for the new

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Police Station. Sarallo said the cost for the sign is a little over \$26,000 with an annual fee of \$250 for the broadband wireless connection. Sarallo said there is about a six (6) week lead time for the sign.

Esposito said constructing the sign is right thing to do. Vlach asked if the sign will run parallel to Butterfield Road and if the sign was one (1) sided. Sarallo replied the sign will run perpendicular to Butterfield Road and will be two (2) sided. Ragucci said the sign is something the City needs and we can publicize community events. The Council concurred to direct the City Attorney to prepare an ordinance for the next consent agenda.

6. Replace Two (2) Vehicles From FY 2016 Budget

Ragucci said the Police Chief is requesting the replacement of two (2) vehicles along with the trade-in of two (2) vehicles for a total charge of \$40,054. The Council concurred to place this on the next consent agenda.

7. 2013-2015 Goals & Objectives Plan Update

Marrero said the many accomplishments from the past two (2) years are noted in red on the update. Ragucci said the City has successfully implemented many of the goals and objectives. Vlach said over the past two (2) years more has been accomplished than in any other two (2) year period that he can remember. Ragucci thanked the Council. Marrero noted a new goal setting session will take place in the fall.

XII. COUNCIL MEMBER COMMENTS

Przychodni said it was nice to see all the accomplishments.

XIII. CITY ATTORNEY MIROBALLI

None.

XIV. DEPUTY CITY CLERK DOWNER

None.

XV. CITY ADMINISTRATOR MARRERO

None.

XVI. RECONVENE THE CITY COUNCIL MEETING

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Motion to reconvene the City Council meeting was made by Alderman Przychodni and seconded by Alderman Esposito.

**Ayes: Esposito, Greco, Przychodni, and Vlach
Nays: None**

Motion passed.

XVII. OLD BUSINESS

None.

ADJOURN

Motion to adjourn was made by Alderman Vlach and seconded by Alderman Greco at 8:16PM.

Motion carried unanimously.

Submitted,

Aileen Haslett
Recording Secretary

CITY OF OAKBROOK TERRACE
Bills Payable Summary Report for June 9, 2015

Corporate Fund (01)		
Check Run	\$	47,804.27
Manual Check	\$	67,339.75
Corporate Fund Total	\$	115,144.02
Impact Donation Fund (02)		
Check Run	\$	-
Manual Check	\$	-
Impact Donation Fund Total	\$	-
Water Fund (03)		
Check Run	\$	1,719.27
Manual Check	\$	9,650.96
Water Fund Total	\$	11,370.23
SSA Debt Service Fund (04)		
Check Run	\$	-
Manual Check	\$	-
SSA Debt Service Fund Total	\$	-
Motor Fuel Tax Fund (05)		
Check Run	\$	-
Manual Check	\$	-
Motor Fuel Tax Fund Total	\$	-
2010 Debt Service Business District (08)		
Check Run	\$	-
Manual Check	\$	-
2010 Debt Service Business District (08)	\$	-
Capital Improvement Fund (09)		
Check Run	\$	387,515.16
Manual Check	\$	11,566.95
Capital Improvement Fund Total	\$	399,082.11
2012 Debt Service Business District (12)		
Check Run	\$	-
Manual Check	\$	-
2012 Debt Service Business District (12)	\$	-
Total Bills Payable	\$	525,596.36

CITY OF OAKBROOK TERRACE
MANUAL BILLS PAYABLE

June 9, 2015

Account No.	Vendor	Description	Check No.	Date	Amount
09-12-7146-00	B&B Networks, Inc.	Down payment for new phone system	101546	5/28/2015	\$11,566.95
03-12-4530-00	Blue Cross/Shield of Illinois	Monthly premium for June 2015	101547	5/28/2015	\$4,120.25
01-02-4535-05		Monthly premium for June 2015			\$1,116.34
01-00-1590-00		Monthly premium for June 2015			\$1,425.28
01-01-4530-00		Monthly premium for June 2015			\$5,350.01
01-02-4530-01		Monthly premium for June 2015			\$8,623.30
01-02-4535-02		Monthly premium for June 2015			\$5,984.78
01-02-4535-03		Monthly premium for June 2015			\$18,117.62
01-02-4535-04		Monthly premium for June 2015			\$1,951.80
01-03-4530-00		Monthly premium for June 2015			\$3,426.22
01-04-4530-00		Monthly premium for June 2015			\$2,645.83
01-11-4530-00		Monthly premium for June 2015			\$679.46
					\$53,420.89
03-12-7170-00	BMO Harris Bank N.A., North	Semi-annual interest for 2004 bonds	101548	5/28/2015	\$2,730.00
01-01-4540-00	Principal Financial Group	Monthly dental premium for June 2015	101549	5/28/2015	\$356.34
01-02-4540-01		Monthly dental premium for June 2015			\$594.73
01-02-4535-02		Monthly dental premium for June 2015			\$494.96
01-02-4535-03		Monthly dental premium for June 2015			\$1,186.87
01-02-4535-04		Monthly dental premium for June 2015			\$136.92
01-03-4540-00		Monthly dental premium for June 2015			\$217.42
01-04-4540-00		Monthly dental premium for June 2015			\$317.09
01-11-4540-00		Monthly dental premium for June 2015			\$98.35
03-12-4540-00		Monthly dental premium for June 2015			\$196.45
01-00-1590-00		Monthly dental premium for June 2015			\$157.20
01-11-5840-00		Monthly vision premium for June 2015			\$579.98
					\$4,276.31
01-01-4510-00	IMRF	Monthly contributions for May 2015	Direct Debit	06/08/15	\$2,421.50
01-02-4510-00		Monthly contributions for May 2015			\$2,438.66
01-03-4510-00		Monthly contributions for May 2015			\$2,071.01
01-04-4510-00		Monthly contributions for May 2015			\$2,000.01
01-11-4510-00		Monthly contributions for May 2015			\$714.91
03-12-4510-00		Monthly contributions for May 2015			\$2,604.26
01-00-2150-00		Monthly contributions for May 2015			\$4,310.16
					\$16,560.51
TOTAL					\$80,557.66

Accounts Payable

Computer Check Proof List by Vendor

User: dmark
 Printed: 06/05/2015 - 9:28AM
 Batch: 00001.06.2015



CITY OF OAKBROOK TERRACE
 174275 BUTTERFIELD ROAD
 OAKBROOK TERRACE, IL 60181
 630-941-8300

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: Aflac 093205	American Family Life Assurance Company of C Monthly premium for May 2015	1,485.82	06/09/2015	Check Sequence: 1 01-00-1595-00	ACH Enabled: False
	Check Total:	1,485.82			
Vendor: Assurana 46000	Assurance Agency Insurance for underground fuel tanks	546.00	06/10/2015	Check Sequence: 2 01-11-5630-00	ACH Enabled: False
	Check Total:	546.00			
Vendor: ATB 558423 558710	Associated Tire & Battery Co, Inc. Speed trailer batteries HPX Gator tires	183.12 224.00	06/10/2015 06/10/2015	Check Sequence: 3 01-02-5663-00 01-04-5663-00	ACH Enabled: False
	Check Total:	407.12			
Vendor: battery 258120	Battery Service Corp. Police speed trailer repair	481.42	06/10/2015	Check Sequence: 4 01-02-5663-00	ACH Enabled: False
	Check Total:	481.42			
Vendor: CaseLots 5771	Case Lots, Inc. Liners & toilet bowl cleaner	304.10	06/10/2015	Check Sequence: 5 01-04-6130-00	ACH Enabled: False
	Check Total:	304.10			
Vendor: Chada 769594228 769597778	Michael Chada Plumbing Inspections 5/28/15 - 6/1/15	337.50	06/10/2015	Check Sequence: 6 01-03-5600-00	ACH Enabled: False
	Check Total:	337.50			
Vendor: cintas 769594228 769597778	Cintas Corporation #769 City Hall and B&Z floor mat service City Hall and B&Z floor mat service	59.21 59.21	06/10/2015 06/10/2015	Check Sequence: 7 01-04-5770-00 01-04-5770-00	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	118.42			
Vendor: CMS	CMS LESO Office SSPRF/LESO			Check Sequence: 8	ACH Enabled: False
	Annual fee for account	400.00	06/10/2015	01-02-5611-00	
	Check Total:	400.00			
Vendor: collins	Mark Collins			Check Sequence: 9	ACH Enabled: False
	Property maintenance code enforcement 04/28/1	600.00	06/10/2015	01-03-5612-00	
	Business License Code Enforcement 05/01/15 - (400.00	06/10/2015	01-11-5603-00	
	Property Maintenance Code Enforcement 05/04/	500.00	06/10/2015	01-03-5612-00	
	Check Total:	1,500.00			
Vendor: Elm auto	Elmhurst Auto Parts			Check Sequence: 10	ACH Enabled: False
94058	Misc. parts & supplies	196.38	06/10/2015	01-04-5663-00	
94060	Misc. parts & supplies	107.09	06/10/2015	01-04-5663-00	
94093	Misc. parts & supplies	27.58	06/10/2015	01-02-5663-00	
94095	Misc. parts & supplies	71.69	06/10/2015	01-02-5663-00	
94218	Misc. parts & supplies	409.31	06/10/2015	01-02-5663-00	
94265	Misc. parts & supplies	18.11	06/10/2015	01-02-5663-00	
94297	Misc. parts & supplies	24.67	06/10/2015	03-12-5663-00	
94333	Misc. parts & supplies	24.64	06/10/2015	01-02-5663-00	
94336	Misc. parts & supplies	24.64	06/10/2015	01-02-5663-00	
94394	Misc. parts & supplies	186.30	06/10/2015	01-04-5663-00	
	Check Total:	1,090.41			
Vendor: Fedex	Federal Express			Check Sequence: 11	ACH Enabled: False
504543782	Fed Ex shipping charges	24.58	06/10/2015	01-11-6170-00	
504543782	Fed Ex shipping charges	117.97	06/10/2015	01-01-6170-00	
	Check Total:	142.55			
Vendor: Fidelity	Fidelity Consulting Group, LLC			Check Sequence: 12	ACH Enabled: False
m1907	Lobbying Services for June 2015	3,000.00	06/10/2015	01-01-5603-00	
	Check Total:	3,000.00			
Vendor: FIOTTI	Law Offices of John L. Fiotti			Check Sequence: 13	ACH Enabled: False
OBT DUJ 05-15	DUI Prosecutions for May 2015	2,062.50	06/10/2015	01-01-5672-00	
OBT05-15	City prosecutions for May 2015	3,258.75	06/10/2015	01-01-5672-00	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	5,321.25			
Vendor: FoxExcav	Fox Excavating, Inc.			Check Sequence: 14	ACH Enabled: False
4	Payout #4 site utilities for new police station	17,512.41	06/10/2015	09-12-7146-00	
	Check Total:	17,512.41			
Vendor: GFS	GFS - Payment Processing Center			Check Sequence: 15	ACH Enabled: False
770161431	Coffee, creamer, sugar, tissue & plasticware	143.42	06/10/2015	01-02-6130-00	
	Check Total:	143.42			
Vendor: hdsupply	HD Supply Waterworks, Ltd.			Check Sequence: 16	ACH Enabled: False
D923775	MXU transceiver units	1,440.00	06/10/2015	03-12-6152-00	
	Check Total:	1,440.00			
Vendor: ilcma	ILCMA Center for Govt. Studies			Check Sequence: 17	ACH Enabled: False
	Annual membership for Marrero	265.00	06/10/2015	01-01-5610-00	
	Check Total:	265.00			
Vendor: Jims	Jim's Florist			Check Sequence: 18	ACH Enabled: False
965	Flowers for DeVries	75.00	06/10/2015	01-01-6165-00	
	Check Total:	75.00			
Vendor: Kerin	Kerin Incorporated			Check Sequence: 19	ACH Enabled: False
	May 2015 Finance consultant services	3,121.75	06/10/2015	01-11-5600-00	
	May 2015 transcription services	286.82	06/10/2015	01-01-5602-00	
	Check Total:	3,408.57			
Vendor: Libsub	Suburban Life Media			Check Sequence: 20	ACH Enabled: False
131290	Annual subscription for VP Argus	42.00	06/10/2015	01-01-6110-00	
	Check Total:	42.00			
Vendor: m&m	M & M Reporting, Inc.			Check Sequence: 21	ACH Enabled: False
55686	Court Reporter Public Hearing Expense. Case #1	1,228.00	06/10/2015	01-03-5725-00	
	Check Total:	1,228.00			
Vendor: Mercury	Mercury Systems Corp.			Check Sequence: 22	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
18129	Maintenance Agreement 06/01/15 - 07/01/15	325.00	06/10/2015	01-02-5660-00	
	Check Total:	325.00			
Vendor: Midmas	Midwest Masonry			Check Sequence: 23	ACH Enabled: False
6	Payout #6 for Masonry services for new police st	131,905.49	06/10/2015	09-12-7146-00	
	Check Total:	131,905.49			
Vendor: MinoltaC	Konica Minolta Business Soluti			Check Sequence: 24	ACH Enabled: False
9001422419	Copies 04/20/15 - 05/19/15	190.28	06/10/2015	01-02-5655-00	
9001437107	Copies 04/26/15 - 05/25/15	1.44	06/10/2015	03-12-5660-00	
9001437107	Copies 04/26/15 - 05/25/15	4.26	06/10/2015	01-04-5660-00	
9001437107	Copies 04/26/15 - 05/25/15	37.86	06/10/2015	01-03-5660-00	
9001439852	Copies 4/27/15 - 5/26/15	145.97	06/10/2015	01-11-5660-00	
	Check Total:	379.81			
Vendor: Minute	Minuteman Press			Check Sequence: 25	ACH Enabled: False
115038	July 4th tickets for picnic	503.06	06/10/2015	01-01-5781-00	
115038	100 Note cards - Greco	32.18	06/10/2015	01-01-6130-00	
	Check Total:	535.24			
Vendor: MJohnson	Michael J. Johnson			Check Sequence: 26	ACH Enabled: False
	Building and Electrical Inspections May 2015	2,050.00	06/10/2015	01-03-5600-00	
	Check Total:	2,050.00			
Vendor: NelsonFi	Nelson Fire Protection			Check Sequence: 27	ACH Enabled: False
3	Fire Protection Services Payout #3	55,429.20	06/09/2015	09-12-7146-00	
	Check Total:	55,429.20			
Vendor: Nicor1	Bill Payment Center Nicor Gas			Check Sequence: 28	ACH Enabled: False
23-30-25-0768 8	Service 04/22/15 - 05/21/15	316.82	06/10/2015	09-12-7146-00	
81-48-62-6750 3	Service 04/22/15 - 05/21/15	141.61	06/10/2015	01-04-5758-00	
97-00-70-1000 8	Service 04/22/15 - 05/21/15	136.16	06/10/2015	03-12-5758-00	
	Check Total:	594.59			
Vendor: OBTT17642	Oakbrook Terrace IL (17W642 Butterfield) LLC			Check Sequence: 29	ACH Enabled: False
	Release of final stormwater developpment securit	3,338.00	06/10/2015	01-00-2240-00	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	3,338.00			
Vendor: Offteam	Office Team			Check Sequence: 30	ACH Enabled: False
43067589	Temp service Wk ending 05/15/15	491.20	06/10/2015	01-01-4110-00	
	Check Total:	491.20			
Vendor: oherron	Ray O'Herron Co. Inc.			Check Sequence: 31	ACH Enabled: False
1511696-IN	Uniform items for Mastrino	573.43	06/10/2015	01-02-5715-00	
1516630-IN	Boots for Plumtree	124.99	06/10/2015	01-02-5715-00	
1527986-IN	Vest gear for Mastrino	162.00	06/10/2015	01-02-5715-00	
1528262-IN	Ammo	250.00	06/10/2015	01-02-6130-00	
	Check Total:	1,110.42			
Vendor: Palatine	Palatine Oil Co., Inc			Check Sequence: 32	ACH Enabled: False
7053168	1000 gallons bio diesel	2,626.52	06/10/2015	01-00-1030-00	
7053169	7002 gallons 87 octane gasoline	15,538.91	06/10/2015	01-00-1030-00	
	Check Total:	18,165.43			
Vendor: Pioneer2	Pioneer Press Newspapers			Check Sequence: 33	ACH Enabled: False
167298419	Annual subscription for The Doings	40.04	06/10/2015	01-01-6110-00	
	Check Total:	40.04			
Vendor: RWing	Red Wing Shoe Store			Check Sequence: 34	ACH Enabled: False
450000008609	Ward safety shoes work boots	218.33	06/10/2015	01-04-5715-00	
	Check Total:	218.33			
Vendor: Spiroff	Spiroff & Gosselar, Ltd			Check Sequence: 35	ACH Enabled: False
55024	Nicor consortium - May 2015	87.50	06/10/2015	01-01-5671-00	
	Check Total:	87.50			
Vendor: Suburb	Suburban Laboratories, Inc.			Check Sequence: 36	ACH Enabled: False
122996	coliform/bacteria sampling	117.00	06/10/2015	03-12-5600-00	
	Check Total:	117.00			
Vendor: Unique	Unique Plumbing Co., Inc.			Check Sequence: 37	ACH Enabled: False
7	Payout #7 for plumbing services for new police	16,512.66	06/10/2015	09-12-7146-00	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	16,512.66			
Vendor: usablue	USA Blue Book			Check Sequence: 38	ACH Enabled: False
635942	hand cleaner & roll towels	148.56	06/10/2015	01-04-6190-00	
647917	safety vests & glasses	127.30	06/10/2015	01-04-6190-00	
650080	safety vests & glasses	176.95	06/10/2015	01-04-6190-00	
	Check Total:	452.81			
Vendor: westmech	Westside Mechanical, Inc.			Check Sequence: 39	ACH Enabled: False
4	Payout #4 for HVAC services	149,703.53	06/10/2015	09-12-7146-00	
	Check Total:	149,703.53			
Vendor: westoffi	West Suburban Office Products			Check Sequence: 40	ACH Enabled: False
166401	multi colored paper (Finance)	12.20	06/10/2015	01-11-6120-00	
166402	Multi-colored paper (City Clerk Office)	10.53	06/10/2015	01-11-6120-00	
166570	office supplies - Public Safety	4.85	06/10/2015	01-11-6120-00	
	Check Total:	27.58			
Vendor: wholesal	Wholesale Direct, Inc.			Check Sequence: 41	ACH Enabled: False
214618	windshield wipers for fleet	95.83	06/10/2015	01-04-5663-00	
	Check Total:	95.83			
Vendor: Williams	Williams Architects			Check Sequence: 42	ACH Enabled: False
16394	AV Services	353.60	06/10/2015	09-12-7146-00	
16394	Change Order and Reimbursables	640.26	06/10/2015	09-12-7146-00	
16394	Construction Administration	16,075.46	06/10/2015	09-12-7146-00	
16394	Interiors & Furniture	1,245.00	06/10/2015	09-12-7146-00	
16394	LEED Services	-1,487.84	06/10/2015	09-12-7146-00	
16394	Civil Engineering & Landscape Services	-691.43	06/10/2015	09-12-7146-00	
	Check Total:	16,135.05			
Vendor: WSDA	West Suburban Detectives Assn			Check Sequence: 43	ACH Enabled: False
	Annual dues	75.00	06/10/2015	01-02-5610-00	
	Check Total:	75.00			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Total for Check Run:	437,038.70			
	Total of Number of Checks:	43			

JUN 09 2015

RESOLUTION NO. 15-5

A RESOLUTION AUTHORIZING AND APPROVING AN AGREEMENT BETWEEN THE CITY OF OAKBROOK TERRACE AND THE DUPAGE CONVENTION AND VISITOR'S BUREAU FOR PROFESSIONAL SERVICES TO PROMOTE TOURISM AND PROVIDE MARKETING AND ADMINISTRATIVE SERVICES RELATED THERETO FOR THE CITY FOR FISCAL YEAR 15-16

WHEREAS, the Hotel, Convention And Visitor's Commission (the "Commission") of the City of Oakbrook Terrace (the "City") has recommended to the City Council that an agreement be entered between the City and the DuPage Convention and Visitor's Bureau (the "DCVB"), in order to provide for certain professional services to promote tourism and provide marketing and administrative services related thereto for the City (the "Services"); and

WHEREAS, the City Council has determined that it is desirable and in the best interest of the residents and businesses in the City to enter such an agreement with the DCVB to provide the Services for Fiscal Year 15-16,

NOW THEREFORE BE IT RESOLVED by the Mayor and City Council of the City of Oakbrook Terrace, DuPage County, Illinois, as follows:

SECTION 1. An "Agreement Between The City Of Oakbrook Terrace And The DuPage Convention & Visitors Bureau" is hereby approved in substantially the form attached hereto and made part hereof as Exhibit "A", to provide for the furnishing of the Services by the DCVB and payment for the same by the City, pursuant to the terms of such Agreement.

SECTION 2. This Resolution shall be in full force and effect after its passage and approval as provided by law.

PASSED AND APPROVED This 9th Day Of June, 2015.

Tony Ragucci, Mayor

ATTEST:

Cheryl Downer, Deputy City Clerk

**AGREEMENT BETWEEN THE CITY OF OAKBROOK TERRACE AND
DUPAGE CONVENTION & VISITORS BUREAU**

THIS AGREEMENT, is made and entered into at DuPage County, Illinois on July 1, 2015, by and among the City of Oakbrook Terrace, an Illinois municipal corporation (hereinafter the "City"), and the DuPage Convention and Visitors Bureau, a not for profit corporation operating under Section 501(c)(6) of the United States Internal Revenue Code (hereinafter "DCVB"):

RECITALS:

WHEREAS, the City has created and received recommendations from its Hotel Commission (the "Commission") related to promoting tourism benefiting the City of Oakbrook Terrace; and

WHEREAS, the DCVB wishes to provide marketing and administrative services to the Commission; and

WHEREAS, the City finds that the efforts of the DCVB will benefit the hotels in the City by increasing tourism through the responsible expenditure of funds from the hotel and motel taxes paid the City.

NOW, THEREFORE, for lawful and valuable consideration, the legality, mutuality and sufficiency of which is hereby acknowledged, the City and the DCVB hereby agree:

Section One. *DCVB Services to the Commission and City.* The DCVB will provide marketing and administrative services to the Commission for the sole purposes of promoting tourism within the City. The Commission shall be the initial contact and provide recommendations upon City action respecting the DCVB's marketing and administrative services. DCVB will perform the following services in a manner sufficient to permit the City to meet local need and comply with applicable laws and regulations, including approvals of expenditures and purchasing:

- (A) DCVB will coordinate and implement a comprehensive advertising and marketing program, on a project-by-project basis through June 30, 2016, created by the Commission's Oakbrook Terrace Hotels, and under direction of majority vote of such representatives of the seven hotels. The "Program" is set forth in general detail in the attached Exhibit "A".
- (B) DCVB will conduct market research and assist in making recommendations to the Commission for advertising, marketing and promotional activities.

- (C) DCVB will coordinate its services and the City's efforts with vendors for design and production of ad materials, brochures, direct mail, and other communications promoting or explaining the offerings in the City.
- (D) DCVB will direct all media buys and advertising placement.
- (E) DCVB will provide financial administrative services by project and submit detailed reports on revenues and expenditures to the Assistant Finance Director, on a quarterly basis.
- (F) DCVB will assist the Commission and the hotels in an effort to establish a substantially uniform format for gauging and reporting the success of advertising and marketing efforts within this program in drawing hotel users into the City.

Section Two. Limitation Upon and Equality of Efforts. DCVB understands the many issues that may arise in managing a budget in a marketing program for a collection of hotels and motels, and recognizes this is a complex task. Nevertheless, DCVB acknowledges the DCVB, the City and the Commission must be guided by fairness and reasonableness in the expenditure of these funds. The DCVB will operate the Program at the direction of the seven Oakbrook Terrace hotels in a manner intended to benefit all hotels through this Agreement.

Section Three. City Compensation. DCVB will place media buys, report, and pay bills net terms per vendor from approved hotels' budget. The City will issue hotel occupancy tax funds in the amount of \$100,000 for promotion of the seven hotels in Oakbrook Terrace to DCVB, acting as agency, in two equal installments. The first payment will be made within thirty (30) days following approval of this Agreement. The second payment will be made by January 1, 2016. The conditions of the payment of these funds are:

- (A) DCVB shall allocate a marketing grant from its budget in an amount up to \$5,000.00 on State of Illinois approved projects with DuPage CVB for the benefit of improving tourism and supporting the hotels and motels within the City, in accord with the recommendations of the Commission. This sum may be adjusted proportionally (according to the percentage of City funds expended versus funds budgeted) downward in the event the DCVB does not expend the full \$100,000.
- (B) In the event the DCVB does not expend the full \$100,000, then, at the City's option, the unspent funds will either be returned to the City or used as a credit towards the following year's allocation. The DCVB will report to the City on the amount of unspent funds during the first quarter of the following year, such quarter beginning July 1, 2015.

- (C) DCVB will work with the Commission to prepare a project based marketing budget for the expenditure of the hotel occupancy tax funds and the DCVB's marketing grant funds.
- (D) DCVB will communicate purchases and expenditures to the Commission and the Assistant Finance Director, and the City agrees that DCVB's compliance with State of Illinois purchasing requirements shall be sufficient to meet local ordinances, because the services and goods purchased require technical expertise and are already subject to a level of state protections.
- (E) DCVB shall provide the Commission and the Assistant Finance Director with copies of invoices, proof of payment, proof of performance and a summary sheet of the transactions for each portion of the Program, All reports shall be submitted on a quarterly basis, and they shall include copies of contracts, invoices, checks, proof of performance, and other documentation of the promotional program. The DCVB will report all of the transactions on a project-by-project basis as part of the quarterly reports.
- (F) DCVB shall provide the Commission and the Assistant Finance Director with copies and any meeting minutes of the DCVB Board or any of its internal commissions as it pertains to the City.

Section Four. Administration of Funds.

- (A) DCVB hereby agrees to administer the funds as voted and approved by hotel majority, and as provided under the Agreement and the grant funds from the DCVB for the purposes set forth herein from the beginning date of July 1, 2015 through June 30, 2016. DCVB shall place all City Hotel Tax funds issued to the Commission under this Agreement or to DCVB through the Commission under this Agreement, in a separate expenditure line item from the regular DuPage countywide advertising campaign to which the City already contributes. DCVB agrees to do all administrative tasks and oversee payment of all invoices.
- (B) Under no circumstances is the DCVB, the Hotel Commission or any other entity involved in the execution of this contract have the authority to agree to or authorize any expenditures above and beyond the said contract amount.

Section Five. Promotional Program. The Commission and DCVB will work together to develop and implement a promotional program to promote the City of Oakbrook Terrace for the promotions of overnight stays.

- (A) **INTELLECTUAL PROPERTY.** All promotional materials prepared by the DCVB for the Commission will be the property of the Commission and City. All copyrights in publications, recordings and other works shall be in the City's name, and DCVB and any contractors shall execute all documents necessary to effect this ownership whether work-made-for-hire agreements or assignments. The logos, trademark and trade dress of the hotels participating in the program shall remain their property, and the City has no ownership or right of use other than as licensed by the hotels. Should a hotel or motel refuse to allow the use of its name and/or logo, the City, Commission and DCVB shall cease utilizing any fund within this Agreement to promote the hotel(s) or motel(s). The City hereby licenses the use of its logos, and any trademarks or service marks owned by the City, to the DCVB and those hotels and motels participating in the programs funded by this Agreement and solely in accordance with the program. No other license exists between the DCVB and any other hotel or motel unless in another writing.
- (B) **NON-INFRINGEMENT.** The City, Commission and DCVB shall not infringe any intellectual property rights, rights of privacy, rights of publicity or other personal or trade rights of any person or corporation. The use of any works, of identities, of sources of goods or services, and of affiliations shall be reviewed and approved by the City Attorney or an individual with the DCVB who is knowledgeable of the laws governing infringement. All permissions and licenses necessary shall be obtained before any publication or use of any works, of identities, of sources of goods or services, and of affiliations.
- (C) **MINIMUM CONTENT GUIDELINES.** To the extent permitted by Illinois and local laws and ordinances, program materials shall contain the following: (1) branding and recognition of the hospitality product in Oakbrook Terrace; (2) the City's logo; (3) the State of Illinois logo; and (4) the DCVB logo.

Section Six. *Coordination Through Commission.* All aspects of the program shall receive the recommendation of the Commission, including but not limited to the content, date and volume of brochures and direct mail pieces.

Section Seven. *Auditing of the DCVB.* The City of Oakbrook Terrace has the right to conduct an audit of the DCVB and its operations that they perform on behalf of the City on a quarterly basis, or as the Assistant Finance Director deems necessary.

Section Eight. *Relationship of Commission, City and DCVB.*

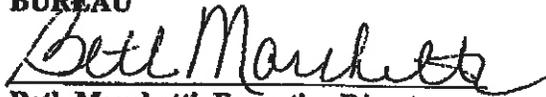
- (A) The Commission and City shall work with DCVB only to accomplish authorized objectives of insuring the proper expenditure of City Hotel Tax funds. Under no circumstances shall the DCVB be an agent of the City, and no employee of the DCVB shall be deemed an employee of the City. Further, no employee or official of the City shall be deemed an employee of the DCVB. The DCVB is and will remain a distinct entity retained by the City to perform a service. DCVB shall perform services under this agreement to the Commission and City.
- (B) A Representative of the DCVB will give a presentation to the City Council at a public meeting no less than semiannually.

IN WITNESS WHEREOF, this agreement has been duly executed by the respective parties, hereto, through their duly authorized officers.

CITY OF OAKBROOK TERRACE

**DUPAGE CONVENTION & VISITORS
BUREAU**

Tony R. Ragucci, Mayor


Beth Marchetti, Executive Director
DuPage Convention & Visitors Bureau
FEIN #36-3667324

Attest:

Attest:

Cheryl Downer, Deputy City Clerk


Suzanne Coch-Beres
Board Member

JUN 09 2015

RESOLUTION NO. 15-6

A RESOLUTION APPROVING AN ENGAGEMENT LETTER FOR PROFESSIONAL AUDITING SERVICES BETWEEN THE CITY OF OAKBROOK TERRACE AND BKD LLP FOR THE FISCAL YEAR THAT ENDED APRIL 30, 2015

WHEREAS, the City of Oakbrook Terrace (the "City") is a home rule unit of local government under Article VII, Section 6 of the 1970 Illinois Constitution and, except as limited by such Section, it may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, in their continuing role as stewards of public funds, the City Council has determined to retain BKD LLP ("formerly Wolf") to provide professional auditing services for the City's fiscal year that ended April 30, 2015, pursuant to an engagement letter for such services directed to the City's Mayor from Jody A Gauthier, Partner, and dated May 18, 2015 (the "Engagement Letter"),

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Oakbrook Terrace, DuPage County, Illinois, as follows:

Section 1. The Engagement Letter for professional auditing services for the City's fiscal year that ended April 30, 2015, is hereby approved, and the Mayor is authorized to execute and attest the Engagement Letter in substantially the form attached hereto as Exhibit "A".

Section 2. All resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed to the extent of the conflict.

Section 3. This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED AND APPROVED This 9th Day Of June 2015.

AYES:

NAYES:

ABSENT:

ABSTENTION:

Tony Ragucci, Mayor

ATTEST:

Cheryl Downer, Deputy City Clerk

May 18, 2015

Mr. Tony Ragucci, Mayor
Members of the City Council
City of Oakbrook Terrace
17W275 Butterfield Road
Oakbrook Terrace, IL 60181

We are pleased to confirm the arrangements of our engagement and the nature of the services we will provide to the **CITY OF OAKBROOK TERRACE**.

ENGAGEMENT OBJECTIVES AND SCOPE

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, budgetary comparison for the General Fund, and the aggregate remaining fund information, including the related notes to the financial statements which collectively comprise the basic financial statements of the City of Oakbrook Terrace (City) as of and for the year ended April 30, 2015.

Our audit will be conducted with the objective of expressing an opinion on the financial statements.

OUR RESPONSIBILITIES

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Those standards require that we plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether caused by fraud or error. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS.

Mr. Tony Ragucci, Mayor
Members of the City Council
City of Oakbrook Terrace
May 18, 2015
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In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. Also, in the future, procedures could become inadequate because of changes in conditions or deterioration in design or operation. Two or more people may also circumvent controls, or management may override the system.

We are available to perform additional procedures with regard to fraud detection and prevention at your request, subject to completion of our normal engagement acceptance procedures. The actual terms and fees of such an engagement would be documented in a separate letter to be signed by you and BKD.

Jody Gauthier is responsible for supervising the engagement and authorizing the signing of the report or reports.

We will issue a written report upon completion of our audit of the City's financial statements. Our report will be addressed to the members of the City Council. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis of matter or other matter paragraph(s), or withdraw from the engagement. If we discover conditions that may prohibit us from issuing a standard report, we will notify you as well. In such circumstances, further arrangements may be necessary to continue our engagement.

Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as the management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of the financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries with management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- Management's Discussion and Analysis
- Pension Funding

Mr. Tony Ragucci, Mayor
Members of the City Council
City of Oakbrook Terrace
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We will also express an opinion on whether the following supplementary information (supplementary information) is fairly stated, in all material respects, in relation to the financial statements as a whole. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- Combining Nonmajor Funds Statements
- Individual Nonmajor Funds Schedules

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or an assurance on that information:

- Introductory Section
- Statistical Section

YOUR RESPONSIBILITIES

Our audit will be conducted on the basis that management and, where appropriate, those charged with governance acknowledge and understand that they have responsibility:

- a. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
- b. For the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error; and
- c. To provide us with
 - i. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation and other matters;
 - ii. Additional information that we may request from management for the purpose of the audit; and

Mr. Tony Ragucci, Mayor
Members of the City Council
City of Oakbrook Terrace
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- iii. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.

As part of our audit process, we will request from management and where appropriate, members of the City Council, written confirmation acknowledging certain responsibilities outlined in this engagement letter and confirming:

- The availability of this information
- Certain representations made during the audit for all periods presented
- The effects of any uncorrected misstatements, if any, resulting from errors or fraud aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole

With regard to supplementary information:

- Management is responsible for its preparation in accordance with applicable criteria
- Management will provide certain written representations regarding the supplementary information at the conclusion of our engagement
- Management will include our report on this supplementary information in any document that contains this supplementary information and indicates we have reported on the supplementary information
- Management will make the supplementary information readily available to intended users if it is not presented with the audited financial statements

OTHER SERVICES

We will provide you with the following nonattest services:

- Preparing a draft of the financial statements and related notes
- Preparation of the Illinois Comptroller Annual Financial Report

In addition, we may perform other services for you not covered by this engagement letter. You agree to assume full responsibility for the substantive outcomes of the services described above and for any other services that we may provide, including any findings that may result. You also acknowledge that those services are adequate for your purposes and that you will establish and monitor the performance of those services to ensure that they meet management's objectives. Any and all decisions involving management responsibilities related to those services will be made by you, and you accept full responsibility for such decisions. We understand that you will designate a management-level individual to be responsible and accountable for overseeing the performance of

Mr. Tony Ragucci, Mayor
Members of the City Council
City of Oakbrook Terrace
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those services, and that you will have determined this individual is qualified to conduct such oversight.

ENGAGEMENT FEES

The fee for our services will be \$36,225, which includes an administrative fee of 4% to cover items such as copies, postage and other delivery charges, supplies, technology-related costs such as computer processing, software licensing, research and library databases and similar expense items.

The following new accounting standard is effective for your fiscal year ending April 30, 2015. The impact of this standard on your financial statements will depend on your facts and circumstances. You should evaluate the effect of this standard well in advance of your fiscal year to obtain any additional information necessary and effectively implement it. The new standard effective beginning for fiscal year 2015 is as follows:

- GASB Statement No. 67, *Financial Reporting for Pension Plans – an amendment of GASB Statement No. 25*

Our pricing for this engagement and our fee structure are based upon the expectation that our invoices will be paid promptly. We will issue progress billings during the course of our engagement, and payment of our invoices is due upon receipt. Interest will be charged on any unpaid balance after 30 days at the rate of 10% per annum.

Our engagement fee does not include any time for post-engagement consultation with your personnel or third parties, consent letters and related procedures for the use of our reports in offering documents, inquiries from regulators or testimony or deposition regarding any subpoena. Charges for such services will be billed separately.

Our fees may also increase if our duties or responsibilities are increased by rulemaking of any regulatory body or any additional new accounting or auditing standards.

If our invoices for this or any other engagement you may have with BKD are not paid within 30 days, we may suspend or terminate our services for this or any other engagement. In the event our work is suspended or terminated as a result of nonpayment, you agree we will not be responsible for any consequences to you.

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OTHER ENGAGEMENT MATTERS AND LIMITATIONS

BKD is not acting as your municipal advisor under Section 15B of the *Securities Exchange Act of 1934*, as amended. As such, BKD is not recommending any action to you and does not owe you a fiduciary duty. BKD is acting for its own interests. You should discuss this project, as well as any information and material provided by BKD, with any and all internal or external advisors and experts that you deem appropriate before acting on any information or material provided by BKD.

Our workpapers and documentation retained in any form of media for this engagement are the property of BKD. We can be compelled to provide information under legal process. In addition, we may be requested by regulatory or enforcement bodies to make certain workpapers available to them pursuant to authority granted by law or regulation. You agree that we have no legal responsibility to you in the event we provide such documents or information.

You agree to indemnify and hold harmless BKD and its personnel from any claims, liabilities, costs and expenses relating to our services under this agreement attributable to false or incomplete representations by management, except to the extent determined to have resulted from the intentional or deliberate misconduct of BKD personnel.

You agree that any dispute regarding this engagement will, prior to resorting to litigation, be submitted to mediation upon written request by either party. Both parties agree to try in good faith to settle the dispute in mediation. The American Arbitration Association will administer any such mediation in accordance with its Commercial Mediation Rules. The results of the mediation proceeding shall be binding only if each of us agrees to be bound. We will share any costs of mediation proceedings equally.

Either of us may terminate these services at any time. Both of us must agree, in writing, to any future modifications or extensions. If services are terminated, you agree to pay us for time expended to date. In addition, you will be billed travel costs and fees for services from other professionals, if any, as well as an administrative fee of 4% to cover items such as copies, postage and other delivery charges, supplies, technology-related costs such as computer processing, software licensing, research and library databases and similar expense items.

If any provision of this agreement is declared invalid or unenforceable, no other provision of this agreement is affected and all other provisions remain in full force and effect.

We may from time to time utilize third-party service providers, e.g., domestic software processors or legal counsel, or disclose confidential information about you to third-party service providers in serving your account. We remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures and safeguards to protect the confidentiality of your information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information. In the event we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider.

Mr. Tony Ragucci, Mayor
Members of the City Council
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Foster and Foster will assist us with your engagement by providing the actuarial reports for the police pension fund and the postemployment benefits program.

We will, at our discretion or upon your request, deliver financial or other confidential information to you electronically via email or other mechanism. You recognize and accept the risk involved, particularly in email delivery as the Internet is not necessarily a secure medium of communication as messages can be intercepted and read by those determined to do so.

You agree you will not modify these documents for internal use or for distribution to third parties. You also understand that we may on occasion send you documents marked as draft and understand that those are for your review purpose only, should not be distributed in any way and should be destroyed as soon as possible.

This engagement letter represents the entire agreement regarding the services described herein and supersedes all prior negotiations, proposals, representations or agreements, written or oral, regarding these services. It shall be binding on heirs, successors and assigns of you and BKD.

If you intend to include these financial statements and our report in an offering document at some future date, you agree to seek our permission to do so at that time. You agree to provide reasonable notice to allow sufficient time for us to perform certain additional procedures. Any time you intend to publish or otherwise reproduce these financial statements and our report and make reference to our firm name in any manner in connection therewith, you agree to provide us with printers' proofs or masters for our review and approval before printing or other reproduction. You will also provide us with a copy of the final reproduced material for our approval before it is distributed. Our fees for such services are in addition to those discussed elsewhere in this letter.

You agree to notify us if you desire to place these financial statements or our report thereon along with other information, such as a report by management or those charged with governance on operations, financial summaries or highlights, financial ratios, etc., on an electronic site. You recognize that we have no responsibility as auditors to review information contained in electronic sites.

Any time you intend to reference our firm name in any manner in any published materials, including on an electronic site, you agree to provide us with draft materials for our review and approval before publishing or posting such information.

BKD is a registered limited liability partnership under Missouri law. Under applicable professional standards, partners of **BKD, LLP** have the same responsibilities as do partners in a general accounting and consulting partnership with respect to conformance by themselves and other professionals in BKD with their professional and ethical obligations. However, unlike the partners in a general partnership, the partners in a registered limited liability partnership do not have individual civil liability, directly or indirectly, including by way of indemnification, contribution, assessment or otherwise, for any debts, obligations or liabilities of or chargeable to the registered limited liability partnership or each other, whether arising in tort, contract or otherwise.

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Members of the City Council
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Please sign and return the attached copy of this letter to indicate your acknowledgement of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities. If the signed copy you return to us is in electronic form, you agree that such copy shall be legally treated as a "duplicate original" of this agreement.

BKD, LLP

BKD, LLP

Acknowledged and agreed to on behalf of

CITY OF OAKBROOK TERRACE

BY _____
Tony Ragucci, Mayor

DATE _____

ORDINANCE NO. 15 - 45

**AN ORDINANCE AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER TO
LANDMARK FORD FOR TWO POLICE INTERCEPTORS FOR THE
CITY OF OAKBROOK TERRACE, ILLINOIS**

WHEREAS, the City of Oakbrook Terrace (the “City”) is a home-rule unit of local government under Article VII, Section 6 of the 1970 Illinois Constitution and, except as limited by such Section, it may exercise any power and perform any function pertaining to its government and affairs;

WHEREAS, the corporate authorities of the City have determined that funds are available and that it is necessary, desirable and in the best interests of the City that the City purchase two (2) 2015 Ford Utility Police Interceptors through the Illinois State Competitive Bid program from Landmark Ford of Springfield, Illinois;

WHEREAS, the price to be paid by the City has been established within one year preceding the issuance of the purchase order by the City, by open and competitive bidding through the Illinois State Competitive Bid program;

WHEREAS, pursuant to Section 11-76-4 of the Illinois Municipal Code (65 ILCS 5/11-76-4) the corporate authorities of the City are expressly authorized to sell personal property in such manner as they may designate with or without advertising the sale when, in the opinion of a majority of the corporate authorities then holding office, the personal property is no longer necessary or useful to the City;

WHEREAS, the City owns one (1) 2011 Ford Crown Victoria Vehicle Identification Number 2FABP7BVXBX113700 and one (1) 2011 Ford Expedition Vehicle Identification Number 1FMJU1G50BEF52342, which, in the opinion of a majority of the corporate authorities of the City, expressly finds are no longer necessary, required for use or in the best interest of the City to maintain, and further finds that it is in the best interest of the City to dispose of the vehicles as hereinafter set forth; and

WHEREAS, in the opinion of the corporate authorities, it is advisable, necessary and in the public interest that the City waive advertising for competitive bids, waive the procedure prescribed for the submission of competitive bids and authorize the issuance of a purchase order to Landmark Ford of Springfield, Illinois, for two (2) 2015 Ford Utility Police Interceptors for the City;

NOW, THEREFORE, BE IT ORDAINED by the Mayor and the City Council of the City of Oakbrook Terrace, DuPage County, Illinois:

Section 1: The facts and statements contained in the preamble to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

Section 2: It is hereby determined that it is advisable, necessary and in the public interest that the City waive advertising for competitive bids, waive the procedure prescribed for the submission of competitive bids and authorize the issuance of a purchase order to Landmark Ford of Springfield, Illinois, through the Illinois State Competitive Bid program for the following vehicles:

Two (2) 2015 Ford Utility Police Interceptors:

Standard Package	\$ 51,198
Options:	
Keyed Alike	100
Rear Cloth Seat	120
Delivery Multiple Units	450
Sync Basic/Hands Free	576
Blind Spot Monitor	1,482
Ignition Override	578
License Titles & Fees	350
Total for Two (2) 2015 Police Interceptors	54,854
Less: Trade-In Value (2011 Ford Crown Victoria)	(3,300)
Less: Trade-In Value (2011 Ford Expedition)	(11,500)
Adjusted Total	\$ 40,054

Section 3: The City Administrator on behalf of the City shall be and is hereby authorized to issue a purchase order, or in the alternative, the action of the City Administrator is hereby ratified in executing and issuing a purchase order to Landmark Ford of Springfield, Illinois, through the Illinois State Competitive Bid program for two (2) 2015 Ford Utility Police Interceptors for the City.

Section 4: In the opinion of a majority of the corporate authorities of the City, it is hereby determined and expressly found that one (1) 2011 Ford Crown Victoria VIN # 2FABP7BVXBX113700 and one (1) 2011 Ford Expedition VIN # 1FMJU1G50BEF52342 owned by the City are no longer necessary, required for use, or in the best interest of the City to maintain and further find that it is in the best interest of the City to dispose of the vehicles. Accordingly, the City Administrator shall be and is hereby authorized and directed to trade in one (1) 2011 Ford Crown Victoria VIN # 2FABP7BVXBX113700 and one (1) 2011 Ford Expedition VIN # 1FMJU1G50BEF52342 to Landmark Ford of Springfield, Illinois, for amounts not less than \$3,300 and \$11,500, respectively, and that the proceeds of the trade-in shall be applied to the purchase price of the vehicles to be purchased by the City.

Section 5: All ordinances and resolutions, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, expressly repealed.

[THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.]

Section 6: This ordinance shall be in full force and effect upon its passage, approval and publication in accordance with law.

ADOPTED this 9th day of June 2015, pursuant to a roll call vote as follows:

AYES:

NAYES:

ABSENT:

ABSTENTION:

APPROVED by me this 9th day of June 2015.

Tony Ragucci, Mayor of the City of
Oakbrook Terrace, DuPage County, Illinois

ATTESTED and filed in my office,
this 9th day of June 2015.

Cheryl Downer, Deputy Clerk of the City of
Oakbrook Terrace, DuPage County, Illinois

ORDINANCE NO. 15 - 46

**AN ORDINANCE APPROVING A SITE PLAN,
GRANTING SPECIAL USES FOR A RESTAURANT WITH A DRIVE-THROUGH,
OUTDOOR DINING, AND LOCATING AN ABOVE-GROUND SERVICE FACILITY IN
A BUILDABLE AREA, AND GRANTING VARIATIONS FROM THE
REQUIREMENTS OF THE ZONING ORDINANCE FOR THE PROPERTY
COMMONLY KNOWN AS 17W615 BUTTERFIELD ROAD
IN THE CITY OF OAKBROOK TERRACE, ILLINOIS**

WHEREAS, the City of Oakbrook Terrace (the "City") is a home-rule unit of local government under Article VII, Section 6 of the 1970 Illinois Constitution and, except as limited by such Section, it may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the City Council of the City has heretofore adopted the Zoning Ordinance of the City of Oakbrook Terrace, Title XV, Chapter 156 of the Code of Oakbrook Terrace, Illinois (hereinafter the "Zoning Ordinance"); and

WHEREAS, Section 156.024 of the Zoning Ordinance provides that there are special uses which, because of their unique character, cannot be properly classified in any particular zoning district without a case-by-case consideration of the impact of those uses upon neighboring lands, the public need for the particular use at the particular location, and the ability of the city or other public agencies to supply the special uses with various community services, such as adequate treatment of waste water, adequate supply of potable water, fire protection, police protection, maintenance of street rights-of-ways, and proper traffic safety; and

WHEREAS, Section 156.023 of the Zoning Ordinance provides that, in cases where there are practical difficulties or particular hardships in the way of carrying out the strict letter of any of the regulations of the Zoning Ordinance, the City Council may, by ordinance, determine and vary the application of such regulations in harmony with its general purpose and intent, and in accordance with the general or specific rules contained in such section; and

WHEREAS, Butterfield Point, LLC (the "Petitioner") with the authority from Angel Associates, LP ("Owner") is seeking approval of a site plan, special use permits in the B-3 General Retail District, and variations for the property legally described in Exhibit "A," attached hereto and made a part hereof (the "Subject Property"), and as reflected in Exhibits "B," and "C," attached hereto and made a part hereof, to develop a five-unit mixed commercial center comprised of approximately 9,688 square feet, with a drive-through and two dining patios; and

WHEREAS, specifically, the Petitioner is seeking the following relief:

1. The approval of a site plan for the Subject Property; and

2. A special use for a multi-tenant building with (a) an above-ground service facility situated in the buildable area between the building and the front yard line (authorized under Section 156.051 (D) (4) and Section 156.051 (H) (3) of the Zoning Ordinance), (b) for a restaurant in the south unit with a drive-through window and patio seating area (authorized under Section 156.087 (A) (2) and Section 156.087 (C) (34) of the Zoning Ordinance), and (c) for a restaurant with operations on a patio dining area accessory to the north unit (authorized under Section 156.087 (A) (2) of the Zoning Ordinance); and
3. A variation from Section 156.035 (B), Section 156.045 (B) (10), and Section 156.045 (B) (35) of the Zoning Ordinance in order to permit the service/trash enclosure with a south landscape wall in the east front yard; and
4. A variation from Section 156.039 (B) (1) of the Zoning Ordinance prohibiting fences in the required east front yard in order to permit a gated masonry service/trash enclosure in the east front yard (southeast corner of the property); and
5. A variation from Section 156.043 (C) (2) of the Zoning Ordinance prohibiting signs from obstructing drives in order to permit a suspended height restriction sign at the entry to the drive through; and
6. A variation from Section 156.043 (C) (5) of the Zoning Ordinance limiting the height of monument and pole signs to nine (9) feet in order to permit (a) a monument sign along the Midwest Road frontage not taller than twelve (12) feet, and (b) a pole sign at the entry to the drive through not taller than eleven (11) feet; and
7. A variation from Section 156.051 (D) (5) of the Zoning Ordinance (prohibiting more than one above-ground service facility within 250 feet of another) and Section 156.051 (F) of the Zoning Ordinance (requiring a landscape buffer) in order to permit an above-ground service facility within 250 feet of another existing above-ground service facility according to landscape plans on file with the City; and
8. A variation from Section 156.087 (B) (54) of the Zoning Ordinance which limits the dining area on patios to 25% of the interior dining area in order to permit outdoor dining on two patios with (a) the dining area of the north patio not to exceed 306 feet or 35% of the interior dining area of the north unit and (b) the collective patio dining area not to exceed 406 feet or 32% of the combined interior dining areas in the north and south units; and
9. A variation from Section 156.087 (G) (1) of the Zoning Ordinance requiring minimum east and north front yards of not less than forty (40) feet and minimum front yards to pavement of ten (10) feet in order to permit (a) the location of the service/trash enclosure nine (9) feet west of the east front yard lot line and paved areas for the trash enclosure eight (8) feet west of the east front lot line, and (b) rows of parking spaces on the east, northeast and north front lot lines five (5) feet from these lot lines; and

10. A variation from Section 156.087 (G) (2) of the Zoning Ordinance requiring a minimum west side yard to pavement of five (5) feet in order to permit the drive-through lane to be situated not closer than two (2) feet east of the west side yard; and

11. A variation from Section 156.087 (G) (3) of the Zoning Ordinance requiring a minimum south rear yard of not less than forty (40) feet and a minimum rear yard to pavement of five (5) feet in order to permit (a) the location of the service/trash enclosure two (2) feet north of the rear lot line, (b) the location of the building not closer than 22.5 feet north of the rear lot line, (c) the location of the menu board not closer than 22.5 feet north of the rear lot line, and (d) paved areas for (i) the trash enclosure (1.5 feet north of the rear lot line), (ii) drive through (2 feet north of the rear lot line), (iii) loading zone (2 feet north of the rear lot line), and (iv) fire lane (2 feet north of the rear lot line); and

12. A variation from Section 156.087 (G) (4) of the Zoning Ordinance limiting the use of a common access drive to one-half of a side or rear yard requirement in order to permit (a) the location of the drive-through lane on the west side of the building to occupy an area that is as close as two (2) feet to the west lot line and extends across the side yard required by ordinance and (b) the drive-through lane and loading zone area on the south side of the building to occupy an area that is as close as two (2) feet to the south lot line; and

13. A variation from Section 156.087 (I), Section 156.049 (H) and Section 156.049 (I) of the Zoning Ordinance in order to permit parking lot and general landscaping relief with the required landscaping reflected in the landscape plan on file with the City while (a) allowing a postponement of work in the area along the southwest corner lot lines such that plantings may be deferred until a light pole serving property to the south is removed and the area restored, (b) allowing a reduction of plantings on the west side lot line as may be necessitated by final site engineering, and (c) allowing a reduction in interior landscaping and screening by as much as one (1) interior tree and screening required under Section 156.035(C) (4) (b) of the Zoning Ordinance in order to permit a generator near the above-ground service facility at the northwest corner of the building with the screening, fencing and landscaping as reflected in plans on file with the City; and

14. A variation from Section 156.101 (E) of the Zoning Ordinance limiting widths of commercial district driveways across public property to a width of 35 feet at the right-of-way line and limiting driveway flares in a commercial district to five feet on each side of the driveways in order to permit (a) two existing driveways to remain substantially as constructed with widths not to exceed 36.5 feet between the faces of curbs, (b) driveway flares at the north driveway not to exceed 16 feet (west) and 22 feet (east), and (c) driveway flares at the east driveway not to exceed 9 feet (north) and 13 feet (south); and

WHEREAS, pursuant to the required public notice, a public hearing was held by the City's Planning and Zoning Commission on May 19, 2015, to consider the Petitioner's application; and

WHEREAS, the City's Planning and Zoning Commission reported its recommendation to approve the Petitioner's application to the City Council; and

WHEREAS, the Planning and Zoning Commission considered the impact of the proposed special uses upon neighboring lands, the public need for the proposed special uses at the Subject Property, and the ability of the city or other public agencies to supply the proposed special uses with various community services, such as adequate treatment of waste water, adequate supply of potable water, fire protection, police protection, maintenance of street rights-of-ways, and proper traffic safety and made the following findings with respect to the proposed special uses for the Subject Property:

1. The special uses are deemed necessary for the public convenience at the Subject Property because there is a need for drive-through facilities, outdoor dining, and above-ground service facilities in the area of the Subject Property; and
2. The special uses will not be unreasonably detrimental to or endanger the public health, safety, morals, comfort, or general welfare because other drive-through, outdoor dining, and above-ground service facilities are similarly designed and operated at other locations without detriment or danger to the public health, safety, morals, comfort, or general welfare of the public; and
3. The special uses will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, or substantially diminish or impair property values within the neighborhood because the proposed improvements to the Subject Property are compatible with the use and enjoyment of other property in the immediate vicinity for the purposes already permitted and are expected to enhance the property values within the neighborhood; and
4. The special uses will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district because the Subject Property has been thoughtfully designed and is expected to encourage the improvement of surrounding property for uses permitted in the district; and
5. The special uses will provide adequate utilities, access roads, drainage and other important and necessary community facilities because the proposed special uses are currently served by adequate utilities, access roads, drainage and other important and necessary community facilities and will support the continued use and maintenance of those facilities; and
6. The special uses will conform to the applicable regulations of the district in which it is located, except as such regulations may be modified by this ordinance; and

WHEREAS, with respect to the application for a variation, the Planning and Zoning Commission made the following findings:

1. There are practical difficulties or particular hardships in the way of carrying out the strict letter of the regulations of the Zoning Ordinance regarding the Subject Property because of its shape, developable area, location, and abutting uses; and
2. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations governing the district in which it is located because the property owner has, despite diligent efforts to do so, been unable to develop the Subject Property; and
3. The plight of the owner is due to unique circumstances related to the location and configuration of the Subject Property and is not of its own creation; and
4. The variations, if granted, will not alter the essential character of the locality because the essential character of the locality is general retail and after the granting of the requested relief, the essential character of the locality will remain general retail.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Oakbrook Terrace, DuPage County, Illinois, as follows:

Section 1. The facts and statements contained in the preambles to this ordinance are found to be true and correct and are hereby adopted as part of this ordinance.

Section 2. The corporate authorities of the City of Oakbrook Terrace hereby adopt the findings of the Planning and Zoning Commission with respect to the application for special uses and variations for the Subject Property.

Section 3. The corporate authorities of the City of Oakbrook Terrace hereby approve a site plan for the Subject Property as reflected in Exhibit "B," attached hereto and made a part hereof, and the landscaping plan for the Subject Property as reflected in Exhibit "C," attached hereto and made a part hereof.

Section 4. Special use permits to allow: (a) an above-ground service facility situated in the buildable area between the building and the front yard line (authorized under Section 156.051 (D) (4) and Section 156.051 (H) (3) of the Zoning Ordinance), (b) a restaurant in the south unit with a drive-through window and patio seating area (authorized under Section 156.087 (A) (2) and Section 156.087 (C) (34) of the Zoning Ordinance), and (c) a restaurant with operations on a patio dining area accessory to the north unit (authorized under Section 156.087 (A) (2) of the Zoning Ordinance) are hereby approved.

Section 5. The approval of a special use permit to allow a restaurant in the south unit with a drive-through window and patio seating area (authorized under Section 156.087 (A) (2) and Section 156.087 (C) (34) of the Zoning Ordinance) is subject to the following conditions:

1. The dumpster shall not be visible through any walls or gates of the dumpster enclosure, and the gate to the dumpster enclosure shall have a

device that remains operable so that the gate will not open under weather conditions short of extreme weather events; and

2. The dumpster shall remain in a closed condition at all times when there is no loading or unloading of the dumpster; and
3. There shall be an engineered drainage slope within the masonry walls of the dumpster enclosure that will avoid the collection of water within the walls of the dumpster enclosure; and
4. The owner of the Subject Property shall provide for the cleaning of the dumpster enclosure on at least a monthly basis between March 15 (or following the snow melt) and November 15 every year by cleaning and collecting all material that accumulates within or on the dumpster enclosure; and
5. The owner of the Subject Property shall maintain and repair the dumpster enclosure to insure compliance with these conditions and to ensure its appearance.
6. Snow removal plans for the Subject Property shall include the removal of snow to ensure compliance with these conditions and to ensure no disruption to drive-through operations.
7. The owner and tenants of the Subject Property shall at all times have on file with the City of Oakbrook Terrace valid telephone contact information for an individual with authority and ability to resolve issues involving the dumpster enclosures who is available between the hours of 8:00 a.m. and 5:00 p.m.

A violation of any one of these conditions may result in a revocation of Petition's special use for a drive-through.

Section 6. A variation from Section 156.035 (B), Section 156.045 (B) (10), and Section 156.045 (B) (35) of the Zoning Ordinance in order to permit the service/trash enclosure with a south landscape wall in the east front yard is hereby approved.

Section 7. A variation from Section 156.039 (B) (1) of the Zoning Ordinance prohibiting fences in the required east front yard in order to permit a gated masonry service/trash enclosure in the east front yard (southeast corner of the property) is granted.

Section 8. A variation from Section 156.043 (C) (2) of the Zoning Ordinance prohibiting signs from obstructing drives in order to permit a suspended height restriction sign at the entry to the drive through is granted.

Section 9. A variation from Section 156.043 (C) (5) of the Zoning Ordinance limiting the height of monument and pole signs to nine (9) feet in order to permit (a) a monument sign along the Midwest Road frontage not taller than twelve (12) feet as depicted in the site plan (Exhibit “B”) and in the form, with top cap shown, as depicted in Exhibit “D”, and (b) a pole sign at the entry to the drive through not taller than eleven (11) feet is granted.

Section 10. A variation from Section 156.051 (D) (5) of the Zoning Ordinance (prohibiting more than one above ground service facility within 250 feet of another) and Section 156.051 (F) of the Zoning Ordinance (requiring a landscape buffer) in order to permit an above-ground service facility within 250 feet of another existing above ground service facility according to landscape plans on file with the City is granted.

Section 11. A variation from Section 156.087 (B) (54) of the Zoning Ordinance which limits the dining area on patios to 25% of the interior dining area in order to permit outdoor dining on two patios with (a) the dining area of the north patio not to exceed 306 feet or 35% of the interior dining area of the north unit and (b) the collective patio dining area not to exceed 406 feet or 32% of the combined interior dining areas in the north and south units is granted.

Section 12. A variation from Section 156.087 (G) (1) of the Zoning Ordinance requiring minimum east and north front yards of not less than forty (40) feet and minimum front yards to pavement of ten (10) feet in order to permit (a) the location of the service/trash enclosure nine (9) feet west of the east front yard lot line and paved areas for the trash enclosure eight (8) feet west of the east front lot line) and (b) rows of parking spaces on the east, northeast and north front lot lines five (5) feet from these lot lines is granted.

Section 13. A variation from Section 156.087 (G) (2) of the Zoning Ordinance requiring a minimum west side yard to pavement of five (5) feet in order to permit the drive-through lane to be situated not closer than two (2) feet east of the west side yard is granted.

Section 14. A variation from Section 156.087 (G) (3) of the Zoning Ordinance requiring a minimum south rear yard of not less than forty (40) feet and a minimum rear yard to pavement of five (5) feet in order to permit (a) the location of the service/trash enclosure two (2) feet north of the rear lot line, (b) the location of the building not closer than 22.5 feet north of the rear lot line, (c) the location of the menu board not closer than 22.5 feet north of the rear lot line, and (d) paved areas for (i) the trash enclosure (1.5 feet north of the rear lot line), (ii) drive through (2 feet north of the rear lot line), (iii) loading zone (2 feet north of the rear lot line), and (iv) fire lane (2 feet north of the rear lot line) is granted.

Section 15. A variation from Section 156.087 (G) (4) of the Zoning Ordinance limiting the use of a common access drive to one-half of a side or rear yard requirement in order to permit (a) the location of the drive through lane on the west side of the building to occupy an area that is as close as two (2) feet to the west lot line and extends across the side yard required by ordinance and (b) the drive-through lane and loading zone area on the south side of the building to occupy an area that is as close as two (2) feet to the south lot line is granted.

Section 16. A variation from Section 156.087 (I), Section 156.049 (H) and Section 156.049 (I) of the Zoning Ordinance in order to permit parking lot and general landscaping relief with the required landscaping reflected in the landscape plan on file with the City while (a) allowing a postponement of work in the area along the southwest corner lot lines such that plantings may be deferred until a light pole serving property to the south is removed and the area restored, (b) allowing a reduction of plantings on the west side lot line as may be necessitated by final site engineering, and (c) allowing a reduction in interior landscaping and screening by as much as one (1) interior tree and screening required under Section 156.035(C) (4) (b) of the Zoning Ordinance in order to permit a generator near the above-ground service facility at the northwest corner of the building with the screening, fencing and landscaping as reflected in plans on file with the City, which plans include the woven green fence on the northwest corner of the building, is granted.

Section 17. A variation from Section 156.101 (E) of the Zoning Ordinance limiting widths of commercial district driveways across public property to a width of 35 feet at the right-of-way line and limiting driveway flares in a commercial district to five feet on each side of the driveways in order to permit (a) two existing driveways to remain substantially as constructed with widths not to exceed 36.5 feet between the faces of curbs, (b) driveway flares at the north driveway not to exceed 16 feet (west) and 22 feet (east), and (c) driveway flares at the east driveway not to exceed 9 feet (north) and 13 feet (south) is granted.

Section 18. The special use permits granted by this ordinance shall be subject to termination in the manner provided hereinbelow under any of the following circumstances:

1. Failure to commence construction of the proposed use within eighteen (18) months after the effective date of this Ordinance. Construction shall not be deemed to have commenced unless and until:
 - a. All necessary permits have been obtained;
 - b. All sites have been properly graded;
 - c. All foundations and footings are in place; and
 - d. Provision has been made for all utilities;
2. Failure to carry the construction work forward expeditiously with adequate forces for a period of eighteen (18) months out of a twenty-four (24) month period;
3. Following the issuance of occupancy permits, abandonment or other failure to utilize the property for the purposes permitted by the special uses for a period of two (2) months out of any consecutive six (6)-month period.

Section 19. Upon written application, extensions of not to exceed one (1) year for each extension authorized may be granted by the City Council for any time limit specified hereinabove.

Section 20. In determining whether the special uses shall be terminated, the Zoning Administrator shall consider the effect of changed conditions, if any, upon the Subject Property.

During the time that the Zoning Administrator is considering the disposition of the special uses which has *prima facie* been abandoned in accordance with the time limit set forth in this ordinance, no permits shall be issued, and no buildings for which permits have been previously issued, shall be constructed until the final decision regarding the future zoning of the Subject Property has been made.

Section 21. This ordinance shall be on file with the City Clerk. Following transfer of the Subject Property, this ordinance shall be recorded with the DuPage County Recorder of Deeds.

Section 22. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of the conflict.

Section 23. This ordinance shall be in full force and effect from and after its passage and approval as provided by law.

ADOPTED this 9th day of June 2015, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 9th day of June 2015.

Tony Ragucci, Mayor of the City of
Oakbrook Terrace, DuPage County, Illinois

ATTESTED and filed in my office,
this 9th day of June 2015.

Cheryl Downer, Deputy Clerk of the City of
Oakbrook Terrace, DuPage County, Illinois

EXHIBIT "A"

Legal Description

PARCEL 1:

THAT PART OF LOT 15 IN YORK TOWNSHIP SUPERVISOR'S ASSESSMENT PLAT NO. 8, IN THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHERLY LINE OF BUTTERFIELD ROAD AND THE WEST LINE OF MIDWEST ROAD AS NOW LAID OUT; THENCE SOUTH ALONG THE WEST LINE OF MIDWEST ROAD 150 FEET; THENCE WESTERLY AND PARALLEL TO THE SOUTHERLY LINE OF BUTTERFIELD ROAD 150 FEET; THENCE NORTH AND PARALLEL TO THE WEST LINE OF MIDWEST ROAD 150 FEET TO THE SOUTHERLY LINE OF BUTTERFIELD ROAD; THENCE EASTERLY 150 FEET TO THE PLACE OF BEGINNING (EXCEPTING THEREFROM THAT PORTION TAKEN FOR ROAD IN EMINENT DOMAIN CASE 97 ED 51, AND FURTHER EXCEPTING THEREFROM THAT PORTION TAKEN FOR ROAD IN EMINENT DOMAIN CASE 2005 ED 41), IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF LOT 15 IN YORK TOWNSHIP SUPERVISOR'S ASSESSMENT PLAT NO. 8 ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 2, 1944 AS DOCUMENT NO. 465631, BEING IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF BUTTERFIELD ROAD AND THE WEST RIGHT-OF-WAY LINE OF MIDWEST ROAD; THENCE SOUTH ALONG SAID WEST RIGHT-OF-WAY LINE OF MIDWEST ROAD, A DISTANCE OF 288.20 FEET TO A POINT; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF LOT 15 A DISTANCE OF 166.52 FEET TO A POINT; THENCE NORTHERLY A DISTANCE OF 195.83 FEET TO A POINT ON SAID SOUTHERLY RIGHT-OF-WAY LINE OF BUTTERFIELD ROAD, SAID POINT BEING 200.00 FEET SOUTHWESTERLY OF SAID INTERSECTION OF THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF BUTTERFIELD ROAD AND THE WEST RIGHT-OF-WAY LINE OF MIDWEST ROAD; THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF BUTTERFIELD ROAD, A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING, (EXCEPTING THEREFROM THAT PORTION TAKEN IN EMINENT DOMAIN CASE 97 ED 51, AND ALSO EXCEPTING THEREFROM THAT PORTION TAKEN FOR ROAD IN EMINENT DOMAIN CASE 2005 ED 41, AND FURTHER EXCEPTING THAT PART OF LOT 15 IN YORK TOWNSHIP SUPERVISOR'S ASSESSMENT PLAT NO. 8, IN THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHERLY LINE OF BUTTERFIELD ROAD AND THE WEST LINE OF MIDWEST

ROAD AS NOW LAID OUT; THENCE SOUTH ALONG THE WEST LINE OF MIDWEST ROAD 150 FEET; THENCE WESTERLY AND PARALLEL TO THE SOUTHERLY LINE OF BUTTERFIELD ROAD 150 FEET; THENCE NORTH AND PARALLEL TO THE WEST LINE OF MIDWEST ROAD 150 FEET TO THE SOUTHERLY LINE OF BUTTERFIELD ROAD; THENCE EASTERLY 150 FEET TO THE PLACE OF BEGINNING), ALL IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 06-22-301-064

COMMONLY KNOWN AS: 17W615 Butterfield Road, Oakbrook Terrace, Illinois

EXHIBIT "B"

Site Plan

EXH
"B"

BUTTERFIELD POINT OF OAKBROOK TERRACE



PATIO USE TABLE

AREA	AREA (SQ. FT.)	PERCENTAGE OF TOTAL AREA
PATIO 1	1,200	1.2%
PATIO 2	1,200	1.2%
PATIO 3	1,200	1.2%
PATIO 4	1,200	1.2%
PATIO 5	1,200	1.2%
PATIO 6	1,200	1.2%
PATIO 7	1,200	1.2%
PATIO 8	1,200	1.2%
PATIO 9	1,200	1.2%
PATIO 10	1,200	1.2%
PATIO 11	1,200	1.2%
PATIO 12	1,200	1.2%
PATIO 13	1,200	1.2%
PATIO 14	1,200	1.2%
PATIO 15	1,200	1.2%
PATIO 16	1,200	1.2%
PATIO 17	1,200	1.2%
PATIO 18	1,200	1.2%
PATIO 19	1,200	1.2%
PATIO 20	1,200	1.2%
PATIO 21	1,200	1.2%
PATIO 22	1,200	1.2%
PATIO 23	1,200	1.2%
PATIO 24	1,200	1.2%
PATIO 25	1,200	1.2%
PATIO 26	1,200	1.2%
PATIO 27	1,200	1.2%
PATIO 28	1,200	1.2%
PATIO 29	1,200	1.2%
PATIO 30	1,200	1.2%
PATIO 31	1,200	1.2%
PATIO 32	1,200	1.2%
PATIO 33	1,200	1.2%
PATIO 34	1,200	1.2%
PATIO 35	1,200	1.2%
PATIO 36	1,200	1.2%
PATIO 37	1,200	1.2%
PATIO 38	1,200	1.2%
PATIO 39	1,200	1.2%
PATIO 40	1,200	1.2%
PATIO 41	1,200	1.2%
PATIO 42	1,200	1.2%
PATIO 43	1,200	1.2%
PATIO 44	1,200	1.2%
PATIO 45	1,200	1.2%
PATIO 46	1,200	1.2%
PATIO 47	1,200	1.2%
PATIO 48	1,200	1.2%
PATIO 49	1,200	1.2%
PATIO 50	1,200	1.2%

ZONING TABLE

PROPERTY	APPLICABLE ZONING	PERMITTED USES
825 N. CASS AVE. - STE 208	OFFICE	OFFICE USE

LEGEND

- FENCE
- LIGHT PILE (1/4" MAX. PALE WIDTH)
- LIGHT WALL MOUNT
- SH
- CURB & CUTB

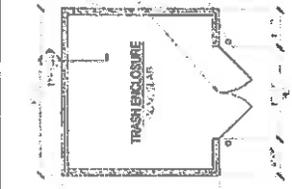
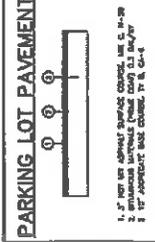
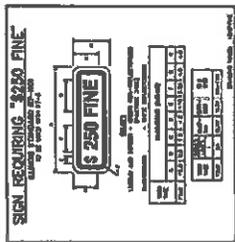
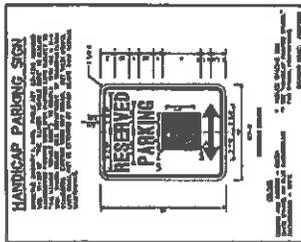
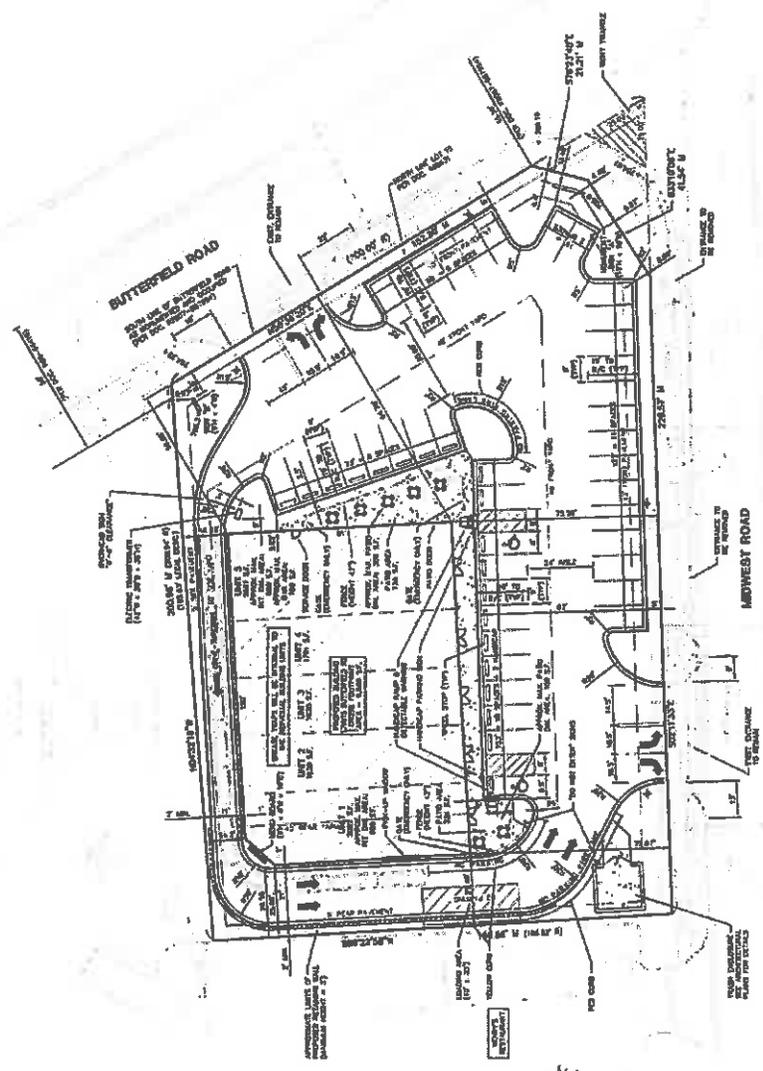
COUNTS

CONCRETE	1
REINFORCED	1
WALDOUP BRICKS	2
TOTAL BRICKS	3

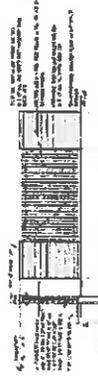
NOTES

- ALL CONCRETE SHALL BE 4000 PSI COMPRESSIVE STRENGTH.
- ALL BRICKS SHALL BE 1/2" MODULUS OF RUPTURE.

DEVELOPER:
 BUTTERFIELD POINT, LLC
 825 NORTH CASS AVENUE - SUITE 208
 WESTMONT, ILLINOIS 60559



Trash Enclosure Sign



Section Front Elevation

EXH
"B"

LARGE SCALE FORMAT ON FILE WITH CITY

EXHIBIT "C"

Landscaping Plan

INTERESTED PLANNING SERVICES

100 N. Western Ave. Suite 200
Westmont, IL 60259
Tel: 815.399.1100

GENERAL NOTES

1. THE DRAWING IS FOR THE DESIGN OF A LANDSCAPE ARCHITECTURE PLAN FOR THE PROJECT.
2. THE CLIENT HAS REVIEWED AND APPROVED THE DESIGN AND IS PROVIDING THE NECESSARY INFORMATION FOR THE DESIGN.
3. THE DESIGNER HAS CONDUCTED VISUAL ANALYSIS AND HAS IDENTIFIED THE VISUAL IMPACTS OF THE PROJECT.
4. THE DESIGNER HAS IDENTIFIED THE VISUAL IMPACTS OF THE PROJECT AND HAS IDENTIFIED THE VISUAL IMPACTS OF THE PROJECT.
5. THE DESIGNER HAS IDENTIFIED THE VISUAL IMPACTS OF THE PROJECT AND HAS IDENTIFIED THE VISUAL IMPACTS OF THE PROJECT.

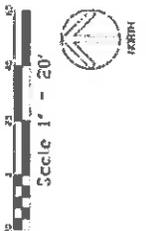
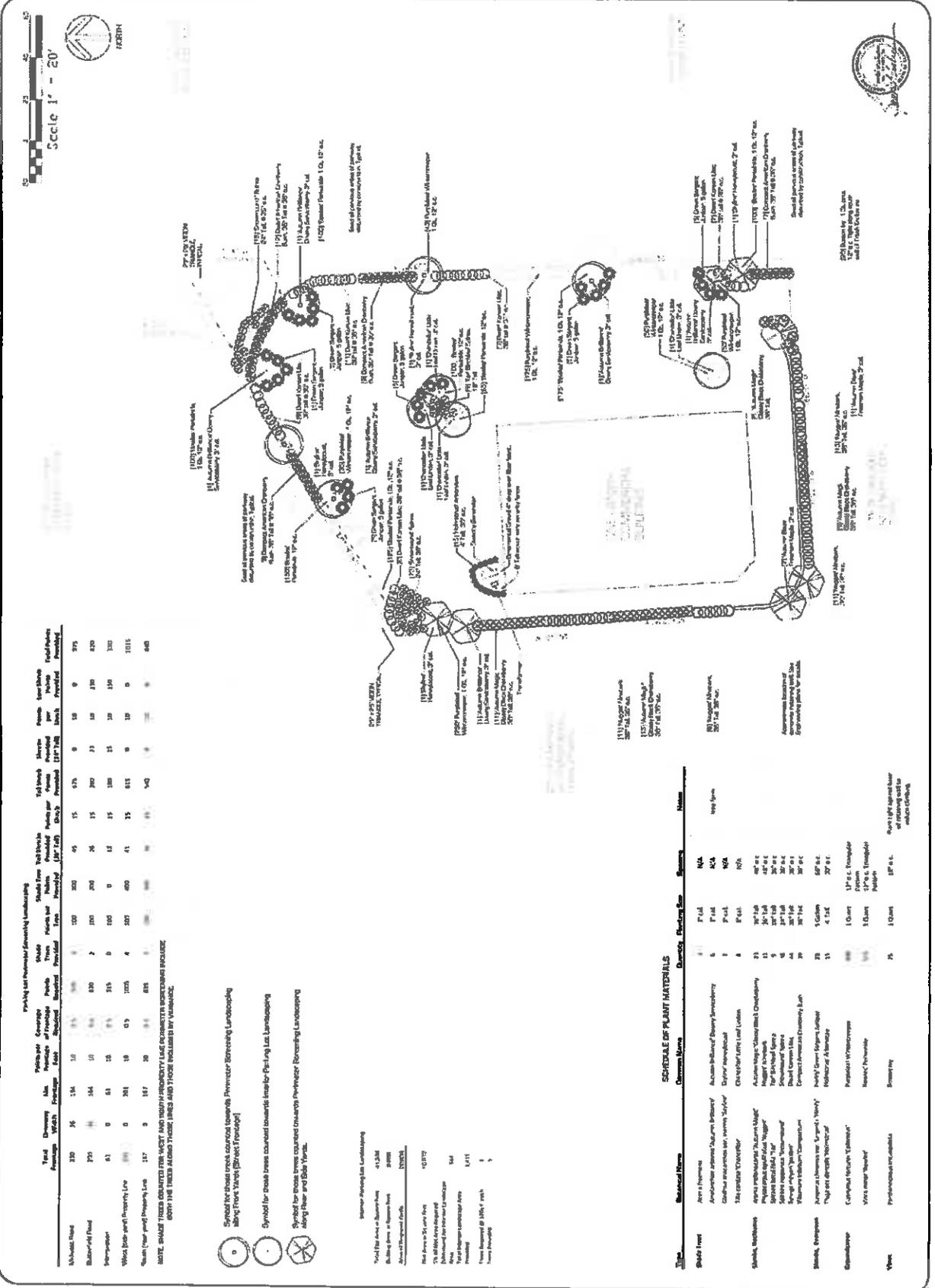
Project Name
BUTTERFIELD POINT OF OAKBROOK TERRACE

LEE PERRY COMPANY
888 N. CASS AVE. # 209
WESTMONT, IL 60259

LANDSCAPE PLAN CALCULATIONS PLANT SCHEDULE

LA.1

SHEET 1.0 OF 1.0



Material Name	Quantity	Planting		Planting		Planting		Planting	
		Planting							
Planting	100	100	100	100	100	100	100	100	100
Planting	200	200	200	200	200	200	200	200	200
Planting	300	300	300	300	300	300	300	300	300
Planting	400	400	400	400	400	400	400	400	400
Planting	500	500	500	500	500	500	500	500	500

SCHEDULE OF PLANT MATERIALS

Planting Materials

Planting Material	Quantity	Planting	Planting
Planting Material	100	Planting	Planting
Planting Material	200	Planting	Planting
Planting Material	300	Planting	Planting
Planting Material	400	Planting	Planting
Planting Material	500	Planting	Planting

SYMBOLS FOR TREE TYPES

Symbol for trees to be planted in the parking lot landscaping.

Symbol for trees to be planted in the parking lot landscaping.

Symbol for trees to be planted in the parking lot landscaping.

SYMBOLS FOR TREE TYPES

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SYMBOLS FOR TREE TYPES

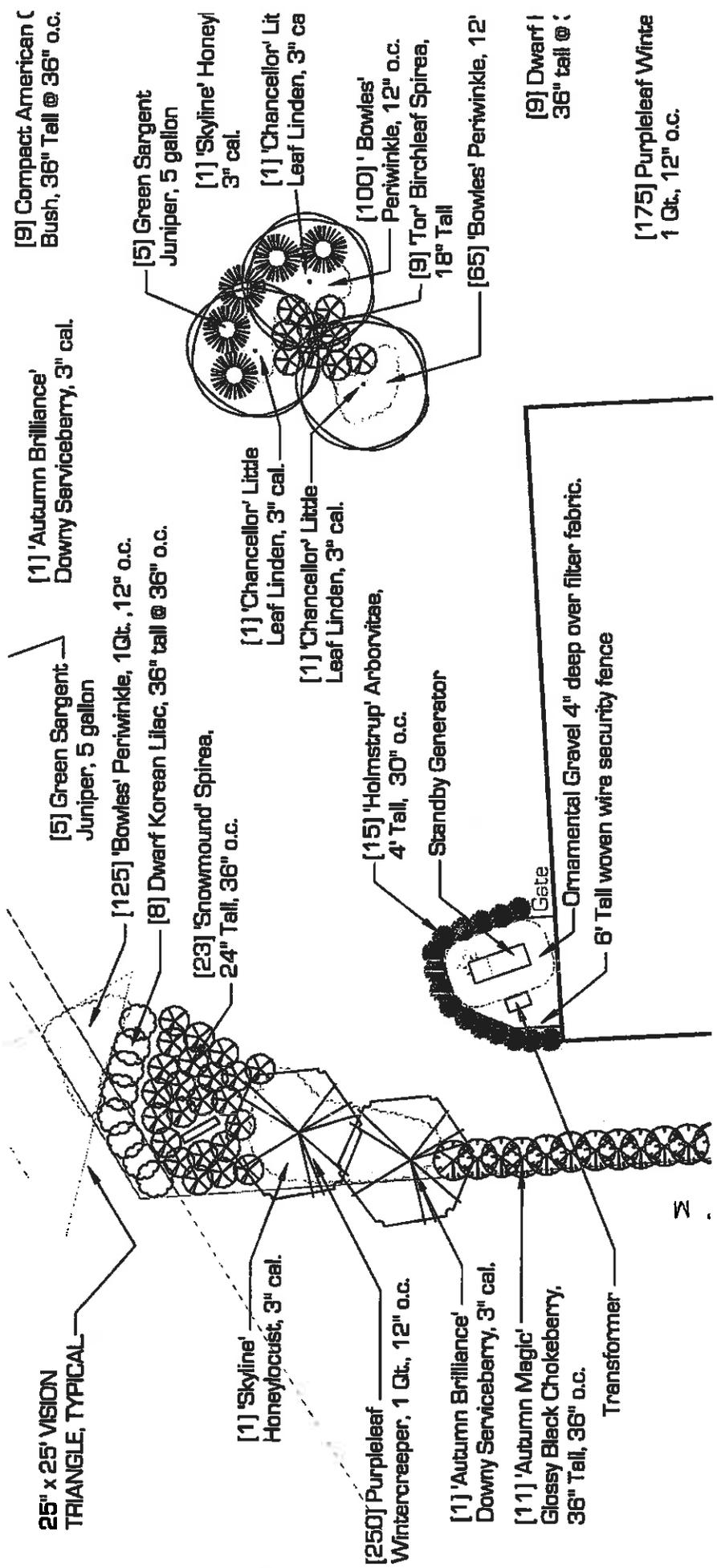
Symbol for trees to be planted in the parking lot landscaping.

Symbol for trees to be planted in the parking lot landscaping.

Symbol for trees to be planted in the parking lot landscaping.

LARGE SCALE FORMAT ON FILE WITH CITY

EXH
C



[9] Compact American (Bush, 36" Tall @ 36" o.c.

[1] 'Autumn Brilliance' Downy Serviceberry, 3" cal.

[5] Green Sargent Juniper, 5 gallon

[125] 'Bowles' Periwinkle, 1Qt., 12" o.c.

[8] Dwarf Korean Lilac, 36" tall @ 36" o.c.

[23] 'Snowmound' Spirea, 24" Tall, 36" o.c.

[1] 'Skyline' Honeylocust, 3" cal.

[250] Purpleleaf Wintercreeper, 1 Qt., 12" o.c.

[1] 'Autumn Brilliance' Downy Serviceberry, 3" cal.

[1] 'Autumn Magic' Glossy Black Chokeberry, 36" Tall, 36" o.c.

Transformer

[5] Green Sargent Juniper, 5 gallon

[1] 'Skyline' Honeylocust, 3" cal.

[1] 'Chancellor' Little Leaf Linden, 3" cal.

[100] 'Bowles' Periwinkle, 12" o.c.

[9] 'Tor' Birchleaf Spirea, 18" Tall

[65] 'Bowles' Periwinkle, 12"

[1] 'Chancellor' Little Leaf Linden, 3" cal.

[1] 'Chancellor' Little Leaf Linden, 3" cal.

[15] 'Holmstrup' Arborvitae, 4' Tall, 30" o.c.

Standby Generator

[9] Dwarf Purpleleaf Winterecreeper, 36" tall @ 36" o.c.

[175] Purpleleaf Winterecreeper, 1 Qt., 12" o.c.

Ornamental Gravel 4" deep over filter fabric.

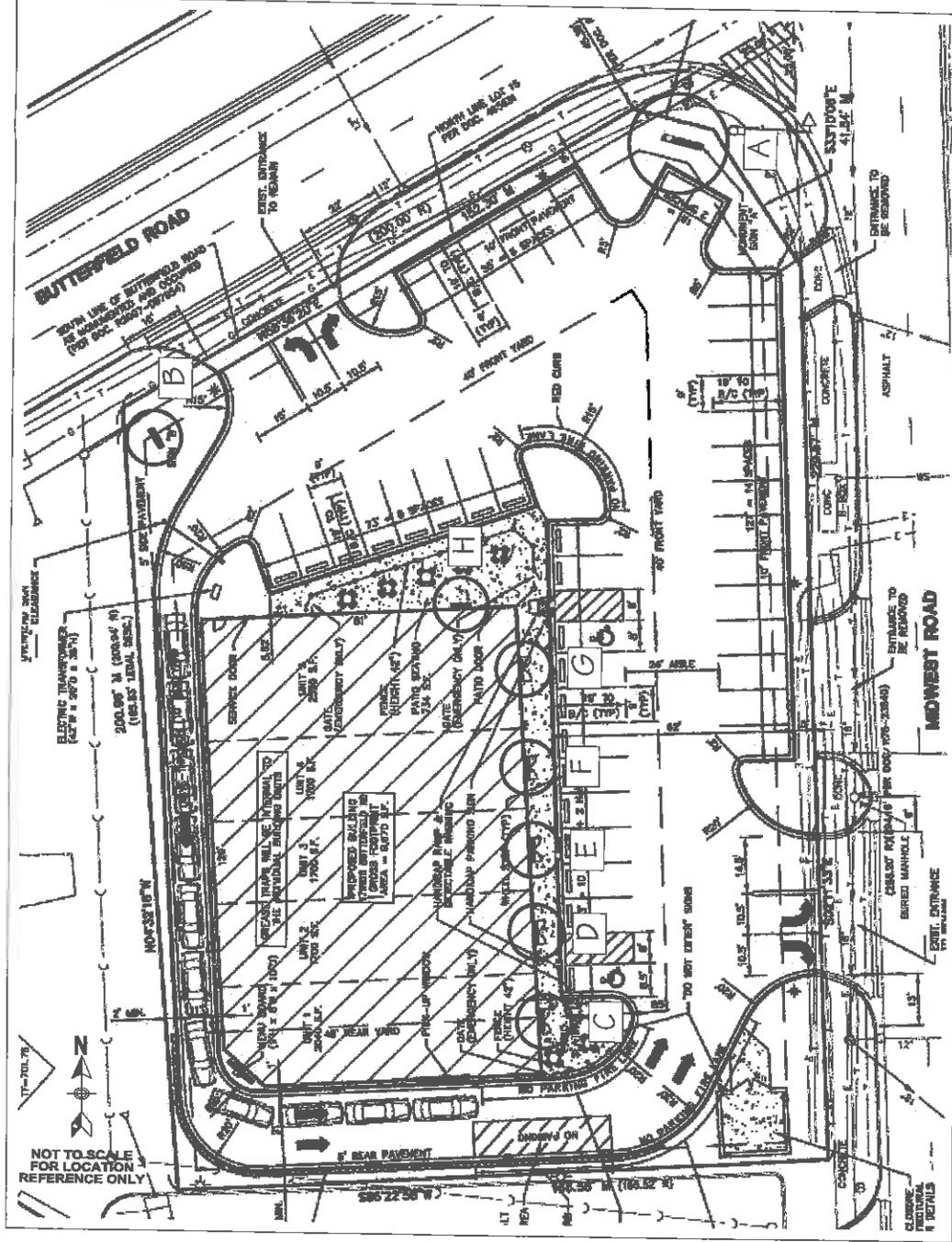
6' Tall woven wire security fence

W

EXHIBIT "D"

SIGN PACKAGE DETAIL – MONUMENT SIGN

**BUTTERFIELD POINT LLC
OF OAKBROOK TERRACE**



NOT TO SCALE
FOR LOCATION
REFERENCE ONLY

Prepared For:	Butterfield Point LLC	Address:	176615 Butterfield Rd	Sheet:	21519B	Design Date:	3/27/15	Rev 3:	Settlement
Location Name:	Oakbrook Terrace, IL	City/State:	Oakbrook Terrace, IL	Rev 1:	4/23/15	Rev 4:		Rev 4:	Colors
				Rev 2:		Rev 5:		Rev 5:	Notes

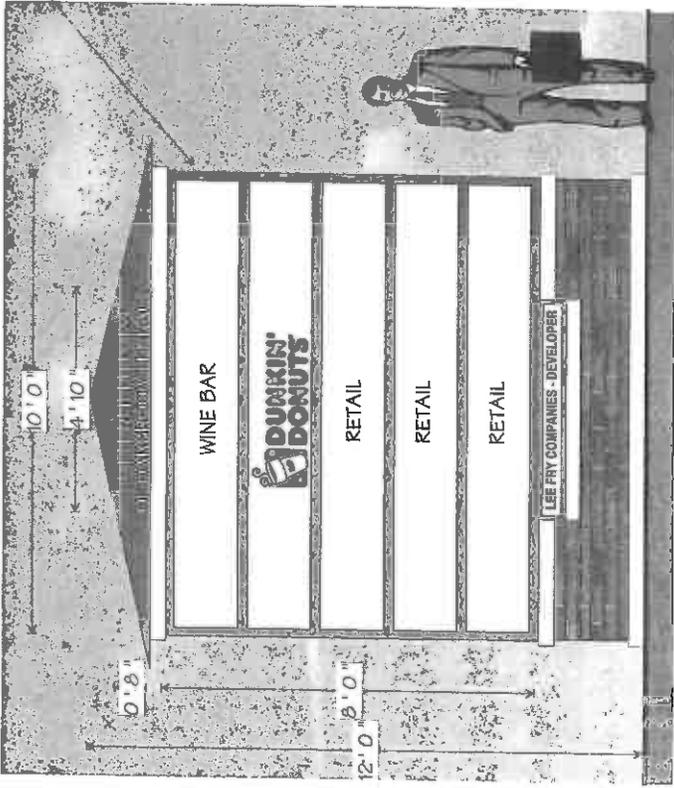
NOTE: THIS DRAWING IS THE PROPERTY OF AURORA SIGN CO. IT IS NOT TO BE REPRODUCED, COPIED, OR EXHIBITED IN ANY FASHION WITHOUT WRITTEN CONSENT FROM AURORA SIGN CO. CHARGES OF UP TO \$2000.00 WILL BE ASSESSED FOR ANY MIS-USE OF THESE DRAWINGS.

Exhibit D.

SIGN A

TENANT SIGN AREA: 80 SF
PROJECT NAME AREA: 3.4 SF

ELECTRICAL DISCONNECT

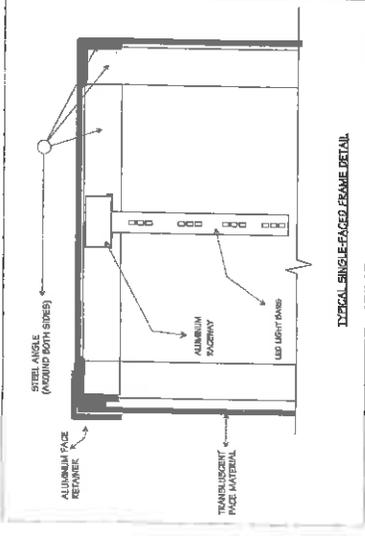


SINGLE-FACED ILLUMINATED SIGN

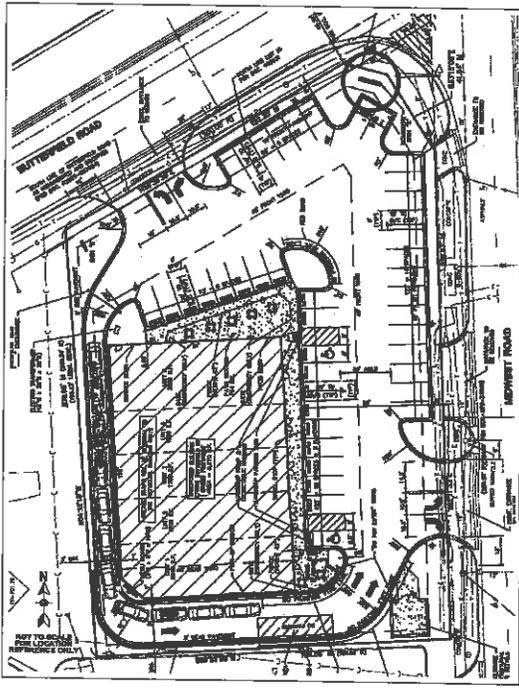
FABRICATE AND INSTALL SIGN OF ALUMINUM AND STEEL ANGLE. PANELS TO BE WHITE ACRYLIC WITH COPY APPLIED FIRST SURFACE. PROJECT NAME AT TOP TO BE INDIVIDUAL LETTERS. EXPOSED METAL SURFACES TO BE COATED WITH ACRYLIC POLYURETHANE. INTERNAL ILLUMINATION TO BE WHITE LEDS.
SCALE - 3/8" = 1'

CABINET TO MATCH WHITE
RETAINERS TO MATCH ROYAL BLUE

INSTALLATION INSTRUCTIONS
SET 5" X 17" STEEL PIPE IN CONCRETE FOOTING TO DEPTH OF 5'.
SIGN TO FACE INTERSECTION.
CONNECT TO ELECTRICAL SERVICE TO BE PROVIDED BY OTHERS PRIOR TO INSTALL.



SIGN TO BE UL LISTED



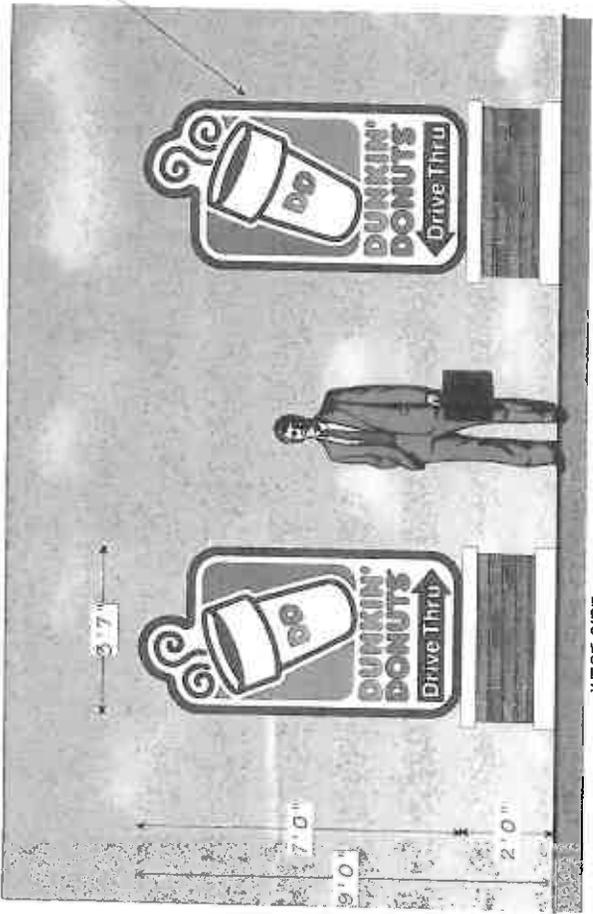
1100 Route 34 Aurora, Illinois 60504 630 898 5900 office 630 898 6091 fax	Prepared For: Butterfield Point LLC Location Name:	Address: 17W615 BUTTERFIELD RD City/State: OAKBROOK TERRACE, IL	Sheet: 1	Design Date: 3/27/15	Rev 3:
			Rev 1: 4/23/15		Rev 4:
					Rev 5:
					Schematics:
					Colors:
					Notes:

NOTE: THIS DRAWING IS THE PROPERTY OF AURORA SIGN CO. IT IS NOT TO BE REPRODUCED, COPIED, OR EXHIBITED IN ANY FASHION WITHOUT WRITTEN CONSENT FROM AURORA SIGN CO. CHARGES OF UP TO \$2000.00 WILL BE ASSESSED FOR ANY MIS-USE OF THESE DRAWINGS.

SIGN B

SIGN AREA: 50.4 SF

ELECTRICAL DISCONNECT



WEST SIDE

EAST SIDE

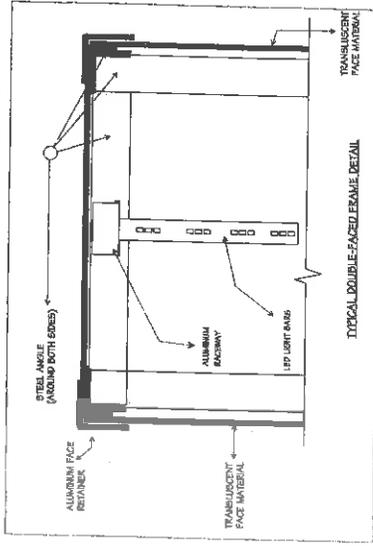
DOUBLE-FACED ILLUMINATED SIGN

FABRICATE AND INSTALL SIGN OF ALUMINUM AND STEEL ANGLE. PANELS TO BE WHITE ACRYLIC WITH COPY APPLIED FIRST SURFACE. EXPOSED METAL SURFACES TO BE COATED WITH ACRYLIC POLYURETHANE. INTERNAL ILLUMINATION TO BE WHITE LEADS.

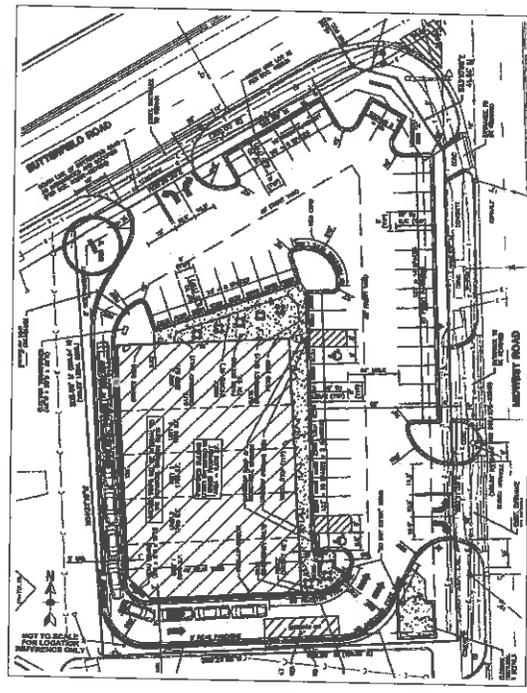
SCALE - 3/8" = 1'

INSTALLATION INSTRUCTIONS

SET 4" X 13" STEEL PIPE IN CONCRETE FOOTING TO DEPTH OF 4".
SIGN TO BE PERPENDICULAR TO BUTTERFIELD RD.
CONNECT TO ELECTRICAL SERVICE TO BE PROVIDED BY OTHERS PRIOR TO INSTALL.



SIGN TO BE UL LISTED

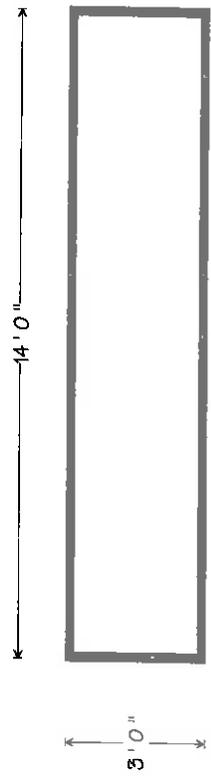


Prepared For: 1800 Route 34 Aurora, Illinois 60504 630 898 5900 office 630 898 6091 fax	Butterfield Point LLC Location Name	Address: 176615 BUTTERFIELD RD City/State: OAKBROOK TERRACE, IL	Drawn: 2/15/15 Rev 1: 4/23/15 Rev 2:	Sheet: 2 Design Date: 3/27/15 Rev 4: Rev 5:	Schematic: Contract: Notes:
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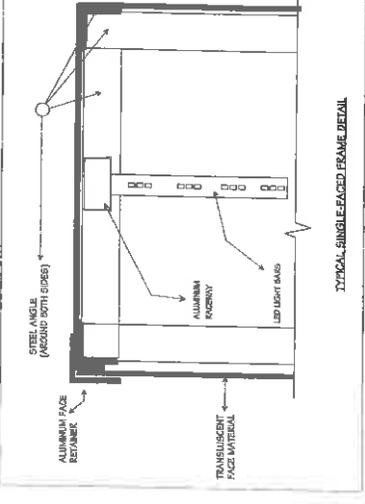
NOTE: THIS DRAWING IS THE PROPERTY OF AURORA SIGN CO. IT IS NOT TO BE REPRODUCED, COPIED, OR EXHIBITED IN ANY FASHION WITHOUT WRITTEN CONSENT FROM AURORA SIGN CO. CHARGES OF UP TO \$2000.00 WILL BE ASSESSED FOR ANY MIS-USE OF THESE DRAWINGS.

SIGNS C, G, H

SIGN AREA: 126 SF



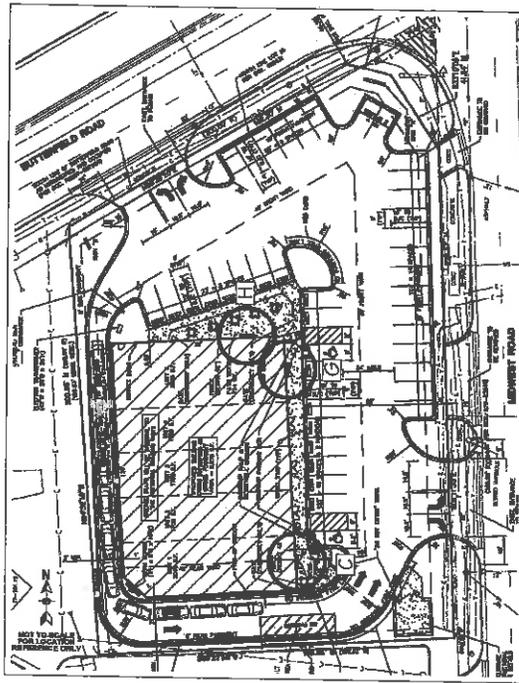
SINGLE-FACED ILLUMINATED SIGN - 3 REQUIRED
 FABRICATE AND INSTALL SIGN OF ALUMINUM AND STEEL ANGLE.
 PANELS TO BE WHITE ACRYLIC WITH COPY APPLIED FIRST SURFACE.
 EXPOSED METAL SURFACES TO BE COATED WITH ACRYLIC POLYURETHANE.
 INTERNAL ILLUMINATION TO BE WHITE LEDS.
 SCALE - 3/8" = 1'



SIGN TO BE UL LISTED

INSTALLATION INSTRUCTIONS
 CENTER ABOVE ENTRANCE.
 SPACE "H" SAME DISTANCE FROM CORNER AS SIGN "G".
 CONNECT TO ELECTRICAL SERVICE TO BE PROVIDED BY OTHERS PRIOR TO INSTALL.

NOTE: SIGNS C, G, H COULD BE CABINET OR INDIVIDUAL CHANNEL LETTERS
 NOTE: SIGN AREA APPROXIMATED. ACTUAL SIGN AREA TO BE DETERMINED DURING PERMITTING AND REVIEWED THEREAFTER.



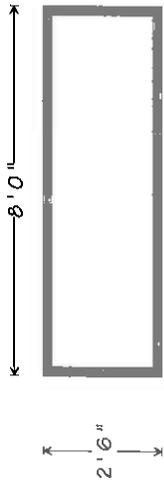
1100 Route 34 Aurora, Illinois 60504 630 898 5900 office 630 898 6091 fax	Prepared For: BUTTERFIELD POINT LLC Location Name	Address: 17615 BUTTERFIELD RD City/State: OAKBROOK TERRACE, IL	Drawg: 2/5/15 Rev 1: 4/23/15 Rev 2: Rev 3: Rev 4: Rev 5:	Sheet: 3 Design Date: 3/27/15	Salesman Colony Notes
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NOTE: THIS DRAWING IS THE PROPERTY OF AURORA SIGN CO. IT IS NOT TO BE REPRODUCED, COPIED, OR EXHIBITED IN ANY FASHION WITHOUT WRITTEN CONSENT FROM AURORA SIGN CO. CHARGES OF UP TO \$200.00 WILL BE ASSESSED FOR ANY MIS-USE OF THESE DRAWINGS.

ELECTRICAL DISCONNECT

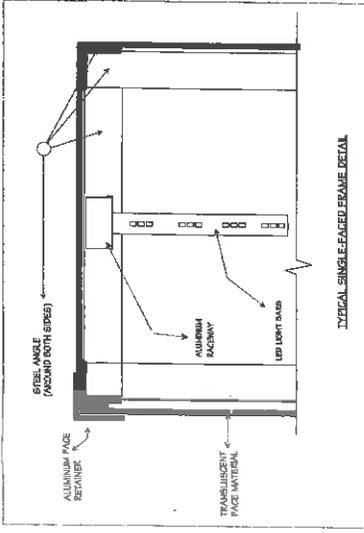
SIGNS D.E.F

SIGN AREA: 60 SF



SINGLE-FACED ILLUMINATED SIGN - 3 REQUIRED

FABRICATE AND INSTALL SIGN OF ALUMINUM AND STEEL ANGLE. PANELS TO BE WHITE ACRYLIC WITH COPY APPLIED FIRST SURFACE. EXPOSED METAL SURFACES TO BE COATED WITH ACRYLIC POLYURETHANE. INTERNAL ILLUMINATION TO BE WHITE LEDS.
SCALE - 3/8" = 1'

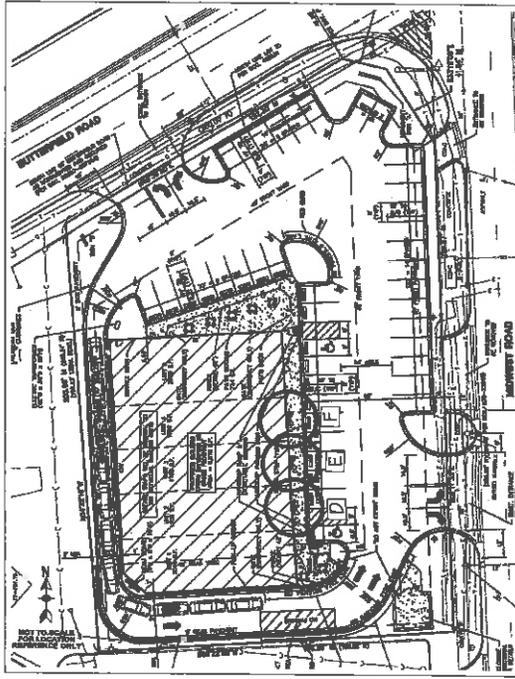


SIGN TO BE UL LISTED

INSTALLATION INSTRUCTIONS

CENTER ABOVE ENTRANCE.
CONNECT TO ELECTRICAL SERVICE TO BE PROVIDED BY OTHERS PRIOR TO INSTALL.

NOTE: SIGNS D, E, F COULD BE CABINET OR INDIVIDUAL CHANNEL LETTERS
NOTE: SIGN AREA APPROXIMATED. ACTUAL SIGN AREA TO BE DETERMINED DURING PERMITTING AND REVIEWED THEREAFTER.



Prepared For:	BUTTERFIELD POINT LLC	Address:	17W615 BUTTERFIELD RD	Sheet:	4	Design Date:	3/27/15	Scale:	
Location:	Aurora, Illinois 60504	City/State:	OAKBROOK TERRACE, IL	Rev 1:	4/23/15	Rev 2:		Content:	
Location Name:	630 898 5900 office			Rev 3:		Rev 4:		Notes:	
	630 898 6091 fax								

NOTE: THIS DRAWING IS THE PROPERTY OF AURORA SIGN CO. IT IS NOT TO BE REPRODUCED, COPIED, OR EXHIBITED IN ANY FASHION WITHOUT WRITTEN CONSENT FROM AURORA SIGN CO. CHARGES OF UP TO \$2000.00 WILL BE ASSESSED FOR ANY MIS-USE OF THESE DRAWINGS.

JUN 09 2015

Comparison of Livestock Requirements

	Naperville	Plainfield	Downers Grove
Allow selling of eggs	Ordinance does not specify	Ordinance does not specify	Does not allow the sale of eggs because that would conflict with what is allowable under the home occupation ordinance. Also the eggs are outside the confines of the house.
Roosters Prohibited Permit Required/Registration	Yes Yes a \$40 review fee and a \$40 inspection fee for the construction of chicken coop.	Yes Yes a \$20 permit fee must be paid prior to construction of chicken coop,	Yes Yes an \$84 permit fee must be paid prior to construction of chicken coop. Also a fully executed consent form is required from each adjacent property owner or tenant.
Number of Fowl Allowed	8	8	4
Distance Requirements	No livestock shall be kept within a distance of 200 feet of any occupied residence other than the owner. Also, no coop or enclosure shall be maintained within 30 feet of any occupied residence other than the owner.	Only allowed on residential properties with 5 acres or more. No livestock shall be kept or sheltered within a distance of 100 feet of any occupied residence other than the owner and any property line adjacent to the owner's property. The shelter must be 30 feet from any adjacent occupied residential structure other than the owner or occupant.	No structure shall be maintained within 50 feet of any property line of the property of the owner unless a permit is obtained.
Location	NA	Rear-yard only.	Rear-yard at least 7 feet from all property lines of an adjacent property.
Coop/Shelter Requirements	Any coop or other structure that is not fully enclosed shall be screened to a height of six (6) feet. Said screening shall be comprised of fence or walls six (6) feet in height.	A shelter and adjacent fenced outside fenced area. The outside fenced area shall be no less than 32 square feet and demarcated with a fence. The shelter shall be no less than 16 feet in area and no more than six (6) feet high.	
Sanitary Requirements	Yes - enclosures shall be kept clean and sanitary at all times. Any refuse resulting from the fowl or livestock shall be disposed of in a clean and sanitary fashion.	Yes - all enclosures shall be maintained in a neat and clean manner, free from undue accumulation of waste such as to cause odors detectable on adjacent properties. All feed shall be kept in containers that are rodent proof.	Yes - all enclosures shall be kept clean, sanitary, and free from refuse. All enclosures shall be cleaned at least once every 24 hours and all refuse shall be disposed of in a clean and sanitary fashion.

Comparison of Livestock Requirements

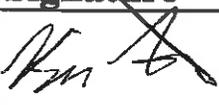
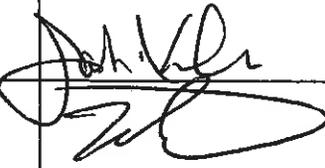
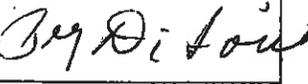
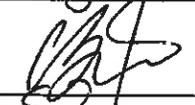
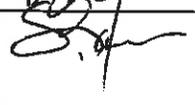
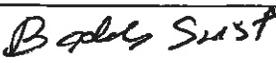
	Brookfield	Western Springs	St. Charles	Oakbrook Terrace Recommendation
Allow selling of eggs	Ordinance does not specify	Do not allow sale of eggs due to licensing issues.	Ordinance does not specify	Do not sell eggs due to zoning homeowners occupation (Section 156.075) and licensing issues
Roosters Prohibited Permit Required/Registration	Yes NA	Yes Yes a \$50 permit fee must be paid to construction of a coop.	Yes No fee charged.	Yes Yes a \$50 permit fee.
Number of Fowl Allowed	3	4	6	4
Distance Requirements	NA	Coop shall be no closer than 10 feet of either side yard and no closer than five (5) feet of any rear yard lot line.	No closer than five (5) feet to any property line.	Planning and Zoning Commission to discuss matter and make recommendation.
Location	NA	Rear-yard only	Rear-yard only	Rear-yard only
Coop/Shelter Requirements	Use of accessory structures to harbor chickens requires compliance with all Zoning Regulations and other Village codes.	Chicken shall be kept in covered outside enclosure or garage when unattended. Outdoor shelters shall be architecturally compatible with principal residence and should withstand inclement and extreme weather conditions. A professional predator protection system must be approved by the Community Development Department. Maximum roof height is 8 feet.	Screened with year round landscaping walls/fencing not visible from any public street or adjoining lot when viewed from an observation height of five (5) feet above grade.	Planning and Zoning Commission to discuss matter and make recommendation. Section 156.035 will need to be amended because currently the Zoning Code prohibits the keeping of livestock.
Sanitary Requirements	None	Yes – enclosures shall be maintained in a sanitary condition.	Yes – all enclosures shall be maintained in a clean and neat manner free of undue accumulation of waste, such as to cause odors detectable on adjacent properties.	Yes – all enclosures shall be maintained in a neat and clean manner, free from undue accumulation of waste such as to cause odors detectable on adjacent properties. All feed shall be kept in containers that are rodent proof. All enclosures shall be cleaned at least once every 24 hours and all refuse shall be disposed of in a clean and sanitary fashion.

Backyard Chickens in Oakbrook Terrace

We, the citizens of the town of Oakbrook Terrace, petition the city to allow backyard chickens with an attractive coop. Currently you can keep chickens as a pet.

There are many benefits to keeping chickens. Not supporting factory farms. More nutritious eggs (omega 3-fatty acids) with one third the cholesterol. Chickens are great composters. Organic fertilizer. Organic pest control. No rooster needed.

I demand that the city of Oakbrook Terrace add a variance to allow backyard chickens and a coop for them to live in.

Name	Address	Phone #	Signature
Brian Franklin	14W463 Eisenhower Rd	708-587-7011	
John Vair	503 Nimitz	630 (720) 2461	
Mike Fortuna	15576 Nimitz	630 816-5296	
Byrd Ditoie	15570 Nimitz ^{OB}	630-231-2055 5332	
Susan Cermak	12555 Nimitz	630-834-1366	
Elizabeth Barty	15560 Nimitz Rd ^{OB}	630-390-6090	
Svetla Atarova	15550 Nimitz Rd	630-327-9881	
Sandy Rainone	15538 Nimitz	630-530-1046	
Bobbi Swist	17W332 Halsy Rd	630-220-9366	

ORDINANCE NO. 15-47

AN ORDINANCE AMENDING THE PROVISIONS OF TITLE XI (BUSINESS REGULATIONS); CHAPTER 124 (VIDEO GAMING); SUBCHAPTER 124.22 (NUMBER OF LICENSES) OF THE CODE OF OAKBROOK TERRACE TO INCREASE THE MAXIMUM NUMBER OF VIDEO GAMING LOCATION LICENSES AND THE MAXIMUM NUMBER OF VIDEO GAMING TERMINAL LICENSES (J.M.J. ASSETS LLC. – ELLIE’S OBT DBA ELLIE’S COFFEE BAR)

WHEREAS, the City of Oakbrook Terrace (the “City”) is a home-rule unit of local government under Article VII, Section 6 of the 1970 Illinois Constitution and, except as limited by such Section, it may exercise any power and perform any function pertaining to its government and affairs;

WHEREAS, Section 124.22(A) of the Code of Oakbrook Terrace establishes the number of Video Gaming Location Licenses; and such number may, from time to time, be increased by formal action of the City Council to make available for the Liquor Commissioner to consider granting a Video Gaming Location License for a new and deserving business enterprise which seeks a Video Gaming Location License;

WHEREAS, Section 124.22(B) of the Code of Oakbrook Terrace establishes the number of Video Gaming Terminal Licenses; and such number may, from time to time, be increased by formal action of the City Council to make available for the Liquor Commissioner to consider granting a Video Gaming Terminal License for a new and deserving business enterprise which seeks a Video Gaming Terminal License; and

WHEREAS, the City Council has determined that it is desirable to increase the maximum number of Video Gaming Location Licenses and increase the maximum number of Video Gaming Terminal Licenses to enable the Liquor Commissioner to consider issuing a Video Gaming Terminal License and Video Gaming Terminal Licenses to, *J.M.J. Assets LLC.-Ellie’s OBT, d/b/a, Ellie’s Coffee Bar* to authorize the installation and use of video gaming devices in the premises at *17W260 14th Street* and to encourage increased general economic activity and tourism within the City;

NOW THEREFORE, BE IT HEREBY ORDAINED by the City Council of the City of Oakbrook Terrace, DuPage County, Illinois, as follows:

Section 1. The recitals set forth above are incorporated herein by this reference.

Section 2. Section 124.22 entitled “Number of Licenses” of the City of Oakbrook Terrace Code of Ordinances, shall be amended to read as follows:

(A) The total number of Video Gaming Location Licenses issued under this chapter article shall not exceed eight (8).

(B) The total number of Video Gaming Terminal Licenses for Video Gaming Terminals issued under this chapter article shall not exceed thirty-eight (38).

Section 3. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed to the extent of the conflict.

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

ADOPTED this 23rd day of June 2015, pursuant to a roll call vote as follows:

AYES:

NAYES:

ABSENT:

ABSTENTION:

APPROVED by me this 23rd day of June 2015.

Tony Ragucci, Mayor of the City of
Oakbrook Terrace, DuPage County, Illinois

ATTESTED and filed in my office,
this 23rd day of June 2015.

Cheryl Downer, Deputy Clerk of the City of
Oakbrook Terrace, DuPage County, Illinois



City of Oakbrook Terrace Video Gaming License Application

The undersigned hereby certifies (certify) to the following facts:

1. Applicant's (exact) corporate name: J.M.J. ASSETS - ELLIES OBT ^{LLC}
2. Name under which business is to be conducted: ELLIES COFFEE BAR
3. Location of place of business for which license is sought:
 - a. 17W620 14TH STREET OAKBROOK TERRACE IL 60181
(exact address by street and number)
 - b. 630-317-7719
(telephone number)
4. Number of Video Gaming Terminals to be operated: 5
5. Type of Video Gaming Terminals to be operated: MULTI GAME
MULTI DENOM / POKER & SLOTS
6. Name of Licensed Video Gaming Terminal Operator: G3 GAMING
7. Have you made application for a similar license for premises other than described in this location? NO If so, give date, location of premises and disposition of application: _____
8. Has any license previously issued to you by State, Federal or Local Authorities been revoked? NO If so, state reasons therefore and date of revocation _____

Please submit the following with application:

- A. A copy of valid Illinois Gaming Board License
- B. A copy of valid Illinois Liquor License

I have read and will comply with chapter 124 of the Oakbrook Terrace code.



AFFIDAVIT

State of Illinois)

County of DuPage) SS

The undersigned swear (or affirm) that the corporation is whose name this application is being made will not violate any of the ordinances of the City of Oakbrook Terrace or the Laws of the State of Illinois or of the United States of America in the conduct of the place of business described herein and that the statements contained in this application are true and correct to the best of our knowledge and belief. (any intentional misrepresentations submitted may be cause for denial of the license)

SUBSCRIBED and sworn to
Before me this 2nd day
Of June
A.D. 20 15.

[Signature] President
Signature
[Signature] Secretary
Signature

[Signature]
Notary Public



(Corporate Seal)

IMPORTANT

It is imperative that this application be signed by the PRESIDENT and SECRETARY of the corporation on whose behalf this application is made, and the corporate seal be affixed. If the corporation has no seal, so state.

Liquor License



February 13, 2015



Letter ID: L0959358992

J.M.J. ASSETS LLC - ELLIE'S OBT
ELLIE'S COFFEE BAR
966 GERMAN RD
PAW PAW IL 61353-9554

License No.: 1A-1125179
Expiration Date: 01/31/16
License Type: RETAILER
Account ID: 41594894



The State of Illinois Liquor License must be FRAMED and displayed on the licensed premises in plain view of the general public.

Letter ID:L0959358992



STATE OF ILLINOIS LIQUOR CONTROL COMMISSION Governor Bruce Rauner

1A-1125179

License Number

IN ACCORDANCE WITH THE LIQUOR CONTROL ACT OF 1934, THIS CERTIFIES THAT:

J.M.J. ASSETS LLC - ELLIE'S OBT
ELLIE'S COFFEE BAR
17W620 14TH ST

OAKBROOK TERRACE IL 60181-3768

DuPage

HAS PAID ALL FEES AND IS ISSUED A LICENSE IN THE FOLLOWING CLASS:

RETAILER
ON-PREMISES

ISSUE DATE:

02/13/15

Effective:

02/13/15

THIS LICENSE EXPIRES ON:

01/31/16

THIS LICENSE MUST BE FRAMED AND HUNG IN PLAIN VIEW IN A CONSPICUOUS PLACE ON THE LICENSED PREMISES.
Warehouse: N/A

Sales Tax Acct # 41594894

THIS LICENSE NOT TRANSFERABLE AS TO PRINCIPAL



CITY OF OAKBROOK TERRACE

VIDEO GAMING TERMINAL OPERATOR APPLICATION FORM

Applicant Information

Business Name: JMJ ASSETS LLC - FELLIES OBT Date: 6/2/15
 Business Owner: JESSE SERNFGAN
 Business Address: 17N620 14TH STREET OAKBROOK TERRACE
 Business Phone Number: 630-317-7719

Terminal Operators Information

Business Name: G3 Gaming, LLC
 Business Owner: Kevin Gelatka
 Business Address: 2800 BRANICE RD LANSING, IL 60438
 Business Phone Number: 708-878-7708

The annual fee payable to the City shall be \$1000.00 for each video gaming terminal or device. The annual fee shall be due and payable on January 1st of each year. All issued licenses shall expire on December 31st. This fee is not in lieu of any fee or payment payable to the State or the Illinois Gaming board. The applicant must obtain proper state license and exhibit proof of said license. The proof shall be submitted along with a copy of the signed agreement to the city prior to the issuance of the license. I have read and will comply with Chapter 124 of the Oakbrook Terrace Municipal Code.

Terminal Operator Signature

Please submit the following with application:

- A. Copy of valid Illinois Gaming Board License
- B. A copy of valid Illinois Driver's License



AFFIDAVIT

State of Illinois)

County of DuPage) SS

The undersigned swear (or affirm) that the corporation is whose name this application is being made will not violate any of the ordinances of the City of Oakbrook Terrace or the Laws of the State of Illinois or of the United States of America in the conduct of the place of business described herein and that the statements contained in this application are true and correct to the best of our knowledge and belief. (any intentional misrepresentations submitted may be cause for denial of the license)

SUBSCRIBED and sworn to
Before me this 4TH day
Of JUNE
A.D. 20 15.

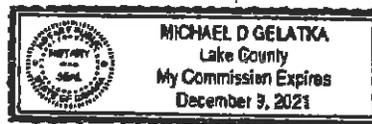
[Signature] President

Signature

[Signature] Secretary

Signature

[Signature]
Notary Public



(Corporate Seal)

No Seal

IMPORTANT

It is imperative that this application be signed by the PRESIDENT and SECRETARY of the corporation on whose behalf this application is made, and the corporate seal be affixed. If the corporation has no seal, so state.



ILLINOIS GAMING BOARD

Bruce Rauner • Governor Don Tracy • Chairman Mark Ostrowski • Administrator

160 North LaSalle ♦ Suite 300 ♦ Chicago, Illinois 60601 ♥ tel 312/814-4700 ♦ fax 312/814-4602

June 4, 2015

G3 Gaming, LLC
2800 Bernice Road, Unit 22
Lansing, IL 60438

Re: Renewal Status of Terminal Operator License of G3 Gaming, LLC

To Whom It May Concern:

G3 Gaming, LLC ("G3") is a Terminal Operator, licensed by the Illinois Gaming Board. Although G3 appeared on the Illinois Gaming Board's agenda for renewal at the Board's May 2015 meeting, no action was taken on G3's license at that time. G3's Terminal Operator license continues to be valid and active by operation of law until such time when action is taken to renew it. The Board anticipates being prepared to renew G3's license at its July 2015 meeting, at which time it would be renewed retroactively to May 2015.

If you have further questions about this matter, please contact me at (312) 814-4713.

Thank you,

A handwritten signature in black ink that reads "James Pellum". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

James Pellum
Acting General Counsel, Illinois Gaming Board

Cc: Bogot, William <wbogot@foxrothschild.com>

ORDINANCE NO. 15-**AN ORDINANCE TO APPROVE AND AUTHORIZE THE EXECUTION OF CONTRACTS BETWEEN THE CITY OF OAKBROOK TERRACE, ILLINOIS, AND CONCORDE SIGN & ENGRAVING INC. FOR INTERIOR AND EXTERIOR SIGNAGE (BID PACKAGE 10C/10D) FOR THE NEW POLICE FACILITY**

WHEREAS, the City of Oakbrook Terrace (the "City") is a home-rule unit of local government under Article VII, Section 6 of the 1970 Illinois Constitution and, except as limited by such section, it may exercise any power and perform any function pertaining to its government and affairs;

WHEREAS, in the opinion of two-thirds (2/3) of the corporate authorities elected and holding office in the City savings in costs or efficiencies in construction may be realized by a waiver of competitive bidding for the trade contracts for the installation labor and materials for interior and exterior signage (Bid Package 10C/10D) for the New Police Facility (hereinafter referred to as the "Project"); and, therefore, it is advisable, necessary and in the best interest that the City waive the requirement of advertising for competitive bids for the installation labor and materials for interior and exterior signage (Bid Package 10C/10D) for the Project and determines that the requirements to be met and the means and methods to be used in installing the interior and exterior signage shall be by the submission of a satisfactory proposal in response to a request for proposals;

WHEREAS, the City solicited proposals for the installation labor and materials for interior and exterior signage (Bid Package 10C/10D) for the New Police Facility and for the City of Oakbrook Terrace, DuPage County, Illinois and

WHEREAS, Concorde Sign & Engraving, Inc. has submitted satisfactory proposals to the City and it is advisable, necessary and in the public interest that the City contract with Concorde Sign & Engraving, Inc. for the installation labor and materials for interior and exterior signage (Bid Package 10C/10D) for the Project and that the City enter into Trade Contracts between the City and Concorde Sign & Engraving, Inc. for the installation labor and materials for interior and exterior signage (Bid Package 10C/10D) for the New Police Facility (the "Trade Contracts"), copies of which Trade Contracts are attached hereto as Exhibit "B", and made a part hereof;

NOW, THEREFORE, BE IT ORDAINED by the Mayor and the City Council of the City of Oakbrook Terrace, DuPage County, Illinois, as follows:

Section 1: The facts and statements contained in the preambles to this ordinance are found to be true and correct and are hereby adopted as part of this ordinance.

Section 2. The City Council hereby determines that in the opinion of two-thirds (2/3) of the members of the corporate authorities holding office, it is advisable, necessary and in the public interest that the City waive the requirement of advertising for competitive bids for the installation labor and materials for interior and exterior signage (Bid Package 10C/10D) for the Project and

determines that the requirements to be met and the means and methods to be used in procuring such services shall be by the submission of a satisfactory proposal in response to a request for proposals; therefore, it is advisable, necessary and in the public interest that the City enter into Trade Contracts with Concorde Sign & Engraving, Inc. for the installation labor and materials for interior and exterior signage (Bid Package 10C/10D) for the Project.

Section 3: The Mayor is hereby authorized to execute and the City Clerk to attest and seal the Notices of Award substantially in the form attached hereto as Exhibits “A” and made a part hereof. Further, the Notice of Award shall be issued to Concorde Sign & Engraving, Inc. for the installation labor and materials for interior and exterior signage (Bid Package 10C/10D) for the Project subject to the furnishing of the proper bonds and insurance. The Notices of Award shall be accompanied by a sufficient number of the Trade Contracts and with all other necessary written contract documents attached or otherwise made available for the installation labor and materials for interior and exterior signage by Concorde Sign & Engraving, Inc.

Section 4. Provided further Concorde Sign & Engraving, Inc. returns the Trade Contract to the City within ten (10) days of the receipt of the Trade Contract with all other necessary written contract documents attached, properly executed by it, along with the proper contract bonds and insurance, then the Mayor shall be and is hereby authorized and directed to execute and the City Clerk shall be and is hereby authorized and directed to attest on behalf of the City the Trade Contract for the installation and materials for interior and exterior signage (Bid Package 10C/10D) for the Project substantially in the form attached hereto as Exhibit “B”, and with such terms therein, consistent with this ordinance as may be approved by the officials executing the same, their execution thereof shall constitute conclusive evidence of their approval of the same, subject to review and approval of such Agreement by the Mayor and the Corporation Counsel.

Section 5: The general prevailing rate of wages in DuPage County, Illinois, for each craft or type of worker or mechanic needed to execute the Agreement or perform the work, also the general prevailing rate for legal holiday and overtime work, as ascertained by the Illinois Department of Labor shall be paid by Concorde Sign & Engraving, Inc. and its subcontractors for each craft or type of worker needed to execute the Trade Contracts or to perform such work.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

Section 6: This ordinance shall be in full force and effect upon its passage and approval by a vote of two-thirds (2/3) of the members of the corporate authorities holding office and publication in accordance with law.

ADOPTED this 23rd day of June 2015, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this 23rd day of June 2015.

Tony Ragucci, Mayor of the City of
Oakbrook Terrace, DuPage County, Illinois

ATTESTED and filed in my office,
this 23rd day of June 2015.

Cheryl Downer, Deputy City Clerk of the City of
Oakbrook Terrace, DuPage County, Illinois

Exhibit "A"
CITY OF OAKBROOK TERRACE, ILLINOIS,
NOTICE OF AWARD – TRADE CONTRACT – INTERIOR AND EXTERIOR SIGNAGE (BID
PACKAGE 10C/10D)

TO: Concorde Sign & Engraving, Inc.
30 E. St. Charles Road
Villa Park, IL 60181

PROJECT DESCRIPTION: City of Oakbrook Terrace, Illinois (the "City") New Police Facility

YOU ARE HEREBY NOTIFIED that Concorde Sign & Engraving, Inc. has been awarded a Contract in the amount of Twenty Two Thousand Fifty One And No/100. (\$22,051.00) subject to the furnishing of the proper bonds and insurance for interior and exterior signage (Bid Package 10C/10D) for the New Police Facility project.

You are requested to execute the Contract and furnish the required contract bonds and insurance within ten (10) calendar days from the date of the receipt of this notice.

If you fail to furnish to execute the Contract and to furnish the required bonds and insurance within ten (10) calendar days from the issuance of this notice, the City will be entitled to consider all your rights arising out of the City's award of the Contract as abandoned.

You are required to return an acknowledged copy of this Notice of Award to the City of Oakbrook Terrace, Illinois.

Dated this ____ of June 2015.

CITY OF OAKBROOK TERRACE, ILLINOIS

By: _____
Tony Ragucci, Mayor of the City of
Oakbrook Terrace, DuPage County, Illinois

ATTEST:

Cheryl Downer, Deputy Clerk of the City of
Oakbrook Terrace, DuPage County, Illinois

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by Concorde Sign & Engraving, Inc. this ____ day of June 2015.

Concorde Sign & Engraving, Inc.

By: Socrates Capoyianes, President

Exhibit "B"

**CONTRACT BETWEEN THE CITY OF OAKBROOK TERRACE, ILLINOIS,
AND CONCORDE SIGN & ENGRAVING INC. FOR INTERIOR AND EXTERIOR SIGNAGE
(BID PACKAGE 10C/10D) FOR THE NEW POLICE FACILITY**

DRAFT

CONTRACT
between the
CITY OF OAKBROOK TERRACE, ILLINOIS
and
CONCORDE SIGN & ENGRAVING, INC.
for the installation labor and materials of
INTERIOR AND EXTERIOR SIGNAGE (BID PACKAGE 10C/10D)
for the
NEW POLICE FACILITY

CONTRACT
between the
CITY OF OAKBROOK TERRACE, ILLINOIS
and
CONCORDE SIGN & ENGRAVING, INC.
for the installation labor and materials of
INTERIOR AND EXTERIOR (BID PACKAGE 10C/10D)
for the
NEW POLICE FACILITY

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GENERAL CONDITIONS

SPECIAL PROVISIONS

SPECIFICATIONS

DRAWINGS

SCOPE OF WORK

CONTRACTOR'S CERTIFICATION

CONTRACT BOND

BASELINE PROJECT SCHEDULE

PROJECT PHASING PLAN

CONTRACT
between the
CITY OF OAKBROOK TERRACE, ILLINOIS
and
CONCORDE SIGN & ENGRAVING, INC.
for the installation labor and materials of
INTERIOR AND EXTERIOR SIGNAGE (BID PACKAGE 10C/10D)
for the
NEW POLICE FACILITY

This agreement, hereinafter referred to as the "Contract," made and entered into by and between the City of Oakbrook Terrace, Illinois, an Illinois municipal corporation, hereinafter referred to as the "City," and *Concorde Sign & Engraving, Inc. 30 E. St. Charles Road, Villa Park, IL 60181* hereinafter referred to as the "Trade Contractor," for the installation labor and materials for interior and exterior signage (Bid Package 10C/10D) for the New Police Facility, hereinafter referred to as the "Project," in Oakbrook Terrace, Illinois.

In consideration of the payments to be made by the City and of the mutual covenants herein set forth, the City and the Contractor agree as follows:

ARTICLE 1. PERFORMANCE OF CONTRACT.

The Contractor at its own proper cost and expense shall perform the work, furnish all materials and labor necessary to complete the work in full compliance with all of the terms and the requirements of this Contract, the General Conditions, Special Provisions, the Specifications, Drawings, Proposal, Scope of Work, Contractor's Certification, Baseline Project Schedule, Phasing Plan and Contract Bond which are essential documents of and made a part of this Contract.

ARTICLE 2. CONTRACT SUM AND PAYMENT

The City shall pay the Contractor for the performance of the work, at the prices set forth in the Contractor's Proposal.

Base Bid Amount:

Police Facility \$ 22,051.00

If one or more of the prices set forth in the Contractor's Proposal are unit prices, the quantities shown in the Proposal are approximate only and are subject to increase or decrease. The Contractor shall receive for the performance of the unit price work, in full payment, the amount of the summation of the actual quantities, as finally determined, multiplied by the unit prices shown on the schedule of prices forming a part of the Contractor's Proposal. The compensation paid to the Contractor shall be the full compensation for furnishing all the materials, for doing all work contemplated and specified in this Contract, for all loss or damage arising out of the nature of the work or from any action of the elements, or from any unforeseen difficulties which may be encountered in the prosecution of the same, for all risks of every description connected with the work, and for well and faithfully completing the work, and the whole thereof, in full compliance with the Contract documents, and within the Contract Time, which time is hereby declared to be of the essence of this Contract. The City shall approve payment of and pay to the Contractor any and all fees, charges and amounts due to Contractor for work performed prior to the termination consistent with the requirements of the Local Government Prompt Payment Act (50 ILCS 505/4, *et seq.*). The Contractor shall comply with the requirements of the Local Government Prompt Payment Act (50 ILCS 505/4, *et seq.*).

ARTICLE 3 CONTRACT TIME

The Contractor shall perform the work according to the Project Schedule prepared and maintained by the Construction Manager. The Contractor shall commence the work expeditiously after the date the Construction Manager gives the Contractor written notice to proceed, or in the absence of a notice to proceed, ten (10) calendar days following the delivery of the executed Contract, the required Contract Bond and certificates of insurance to the City. The Contractor shall begin its individual work activities under this Contract on the date specified in the Project Schedule. The Contractor shall complete its individual work activities under this Contract within the durations specified in the Project Schedule. The sequence of activities and duration of critical path activities will be adjusted by the Construction Manager as necessary to maintain the specified overall Substantial Completion dates for the projects. The Project Schedule will be updated and distributed to the Contractor not less frequently than once each month. If the performance of all or any portion of the Contractor's work is delayed for an unreasonable period of time by the Construction Manager's adjustment of the sequence of activities and duration of critical path activities as set forth in the Project Schedule and the Contractor believes that additional compensation and/or Contract Time is due as a result of such delay, the Contractor shall submit to the City Administrator in writing a request for adjustment within seven (7) calendar days of receipt of the adjustment of the Project Schedule giving rise to the delay of the Contractor's work. The request shall set forth the reasons and support for such adjustment. Upon receipt, the City Administrator will evaluate the Contractor's request. If the City Administrator agrees that the period of delay was unreasonable and that the cost and/or time required for the performance of the Contract has increased as a result of such suspension, the City Administrator will make an adjustment (excluding profit) and modify the Contract in writing accordingly. In no case shall a suspension of less than seven (7) calendar days be considered unreasonable. No adjustment will be made for a delay of any duration, if the delay was caused by the acts or omissions of the Contractor, subcontractor, suppliers or the weather. The City Administrator will notify the Contractor of his or her determination whether or not an adjustment of the Contract is warranted. No Contract adjustment will be allowed unless the Contractor has submitted the request for adjustment within the time prescribed. No Contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause or for which an adjustment is provided for or excluded under any other term or condition of the Contract. Should the Contractor fail to coordinate, schedule or manage its work so that the individual work activities under this Contract are not completed within the durations specified in the Project Schedule or within such extended time as may have been allowed, the Contractor shall be liable and shall pay to the City the liquidated damages set forth in Article 108.11 of the General Conditions.

ARTICLE 4. GENERAL PROVISIONS.

4.1 Governing Law. This Contract shall be construed under and governed by the laws of the State of Illinois. All actions brought to interpret or enforce any provision of this Contract shall be brought in the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois.

4.2 Appropriation. This Contract shall become effective only after an appropriation therefor has been made. The term of this Contract shall be for one year following the effective date of the appropriation. If the Contract Time exceeds one year following the effective date of the appropriation, the term of this Contract shall extend to the end of the Contract Time provided that an appropriation therefor has been made by the City in the subsequent year(s).

4.3 Severability of Clauses. If any term, covenant, or condition of this Contract or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Contract or such other documents, or the applications of such term, covenant or condition, to persons or circumstances other than those as to which it held invalid or unenforceable shall not be affected thereby; and each term, covenant or condition of this Contract or such other document shall be valid and shall be enforced to the fullest extent permitted by law.

4.4 Waiver of Breach. The waiver by either party of any breach of this Contract shall not constitute a waiver as to any other breach.

4.5 Written Notice. Written notice between the City and the Contractor shall be deemed to have been duly

served if delivered in person, or if delivered by overnight delivery service or certified mail, return receipt requested, addressed to the respective party as follows:

A. If to the City:

City of Oakbrook Terrace
17W275 Butterfield Road
Oakbrook Terrace, Illinois 60181
Attn: Amy L. Marrero, City Administrator

B. If to Contractor:

Concorde Sign & Engraving, Inc.
30 E. St. Charles Road
Villa Park, IL 60181
Attn: Socrates Capoyianes, President

Either party may change its mailing address by giving written notice to the other party as provided above. Written notice shall be deemed to have been given on the second business day following the date of the mailing if sent through the U.S. Postal Service or on the first business day following the date of the mailing if sent by overnight delivery service. Whenever this Contract requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this section.

4.6 Obligations Survive. The obligations or duties imposed upon the Contractor under the Contract shall survive any termination or closeout of the Contract.

4.7 Successors and Assigns. The City and the Contractor each binds itself, its partners, successors and assigns and legal representative to the other party hereto and the partners, successors, assigns and legal representative of such other party with respect to all covenants, agreements and obligations contained herein.

4.8 Independent Contractor. The Contractor is an independent contractor and in providing its work under this Contract shall not represent to any third party that its authority is greater than that granted to it under the terms of the Contract.

4.9 Work of Other Contractors. The City reserves the right to execute other agreements in connection with the project. The Contractor shall cooperate with the Construction Manager, the Architect/Engineer, employees and representatives of the City, any contractor or consultant retained by the City; but the Contractor shall not be contractually responsible for the Construction Manager, the Architect/Engineer, employees and representatives of the City, any contractor or consultant retained by the City.

4.10 Non-Assignment. The Contractor acknowledges that the City is induced to enter into this Contract by, among other things, the professional qualifications of the Contractor. This Contract is exclusive between the City and the Contractor. This Contract or any right or obligations hereunder may not be assigned by the Contractor, in whole or in part, to another firm without first obtaining prior permission in writing from the City. The City may refuse to accept any substitute Contractor for any reason.

4.11 Right to Audit. The City shall have the right to have access to and audit all of the Contractor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to this Contract throughout the term and for a period of five years after final payment. The Contractor shall cooperate fully with any such audit and shall provide full access to all relevant materials. In addition, the City or its authorized representative shall have access to the Contractor's facilities and shall be provided adequate and appropriate workspace, in order to conduct audits in compliance with this article. Failure to maintain the records

required by this provision shall establish a presumption in favor of the state for the recovery of any funds paid by the City under the Contract for which adequate records are not available, through some fault of the Contractor, to support their purported disbursement.

4.12 Entire Agreement. This Contract consists of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim, or if not attached, as if attached hereto:

- (a) Contract
- (b) Contractor's Proposal
- (c) Contractor's Certification
- (d) Contract Bond
- (e) General Conditions
- (f) Special Provisions
- (g) Specifications
- (h) Drawings
- (i) Scope of Work
- (j) Baseline Project Schedule
- (k) Project Phasing Schedule

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. This Contract may only be amended or a provision hereof waived by the parties by written instrument executed by authorized signatories of the City and the Contractor. In case of conflict between the terms contained in the Contract documents, those terms contained in the various Contract documents shall control in the following order of precedence.

- (1) Drawings
- (2) Specifications
- (3) Special Provisions
- (4) General Conditions
- (5) Contract
- (6) Scope of Work
- (7) Contractor's Proposal
- (8) Contract Bond
- (9) Contractor's Certification

4.13 Amendments. This Contract may only be amended or a provision hereof waived by the parties by written instrument executed by authorized signatories of the City and the Contractor. This Contract is executed that day and year first written above.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized officers as of the dates below indicated.

Executed by the Contractor this ___ day of June 2015.

Contractor: Concorde Sign & Engraving

By _____
Socrates Capoyianes, President

ATTEST:

By: _____
[Name of Secretary], Secretary

Executed by the City, this ___ day of June 2015.

City: City of Oakbrook Terrace

ATTEST:

By _____
Tony Ragucci, Mayor

By _____
Cheryl Downer, Deputy City Clerk

FEDERAL TAXPAYER IDENTIFICATION NUMBER

Under penalties of perjury, I certify that the following is the Contractor's correct Federal Taxpayer Identification

Number: _____.

Contractor: Concorde Sign & Engraving

By _____
Socrates Capoyianes, President



HARBOUR CONTRACTORS
 23830 West Main Street
 Plainfield, IL 60544
 Phone (815) 254-5500 Fax (815) 254-5505

**PROPOSAL PACKAGE AWARD
 RECOMMENDATION**

**PROPOSAL PACKAGE:
 BP10C/10D - Interior and Exterior Signage**

Project: Oakbrook Terrace
 Police Facility & City Hall Renovation
Project No: 01-1204
Date: 6/2/2015

Proposal Package #	Proposal Package	Line Item Budget
BP10C/10D	Interior and Exterior Signage - Police Facility	\$52,888.00
	Interior and Exterior Signage- City Hall, WORK CANCELLED	\$0.00
Total Award Package Budget		\$ 52,888.00

Recommended Trade Contractor	Recommended Award Amount
Concord Sign & Engraving, Inc.	
BP 10C/10D - Int & Ext Signage - Police Facility	\$22,051.00
BP 10C/10D - Int & Ext Signage - City Hall (WORK CANCELLED BY CITY)	\$0.00
Total Proposal Amount	\$ 22,051.00
-58.31% Total Budget Overrun/(Savings)	\$ (30,837.00)

Additional Trade Contract Proposals	Proposal Amounts
Design Group Signage, Corp.	
BP 10C/10D - Int & Ext Signage - Police Facility	\$24,152.00
BP 10C/10D - Int & Ext Signage - City Hall (WORK CANCELLED BY CITY)	\$0.00
Total Proposal Amount	\$ 24,152.00
Total Budget Overrun/(Savings)	\$ (28,736.00)
Carney and Company, Inc.	
BP 10C/10D - Int & Ext Signage - Police Facility	Not Responsive
BP 10C/10D - Int & Ext Signage - City Hall (WORK CANCELLED BY CITY)	\$0.00
NOTE: Non Responsive - Bid is not complete and did not include installation cost!	
Total Proposal Amount	Not Responsive
Total Budget Overrun/(Savings)	Not Responsive

Additional Trade Contractors

Potential Value Engineering Considerations (To be reviewed with Design Consultants)	
1	
2	
3	

Note: Proposed potential value engineering amounts are based on the proposal of recommended trade contractor. If trade contractor other than recommended trade contractor is selected by Oakbrook Terrace, value engineering amounts are subject to change.

PROPOSAL PACKAGE 10C-10D Interior & Exterior Signage

Trade Contractor Information

Company Name CONCORDE SIGN & ENGRAVING, INC.
 Company Address 30 EAST ST CHARLES ROAS
 Company President SOCRATES CAPOYIANES

Contact Information regarding questions on proposal

Estimator Name **SOCRATES CAPOYIANES** **PRESIDENT**
 Phone Number **630-530-9019** E-mail Address CONCORDESIGNS@AMERITECH.NET
 Fax Number **630-530-9015**

Proposal Amounts

Base Proposal - Police Facility	22,051.00
Alternate 1 - City Hall Renovations	2,333.00
Total Proposal Amount	\$ 24,384.00

Supplemental Information

Number of calendar days to complete submittals after notice of award	10
Number of calendar days to for material fabrication & delivery after approved submittals	42
Total Estimate Field Man Hours	20

Completion Checklist

Date Completed	4/17/15
Contractors Certification Executed and Included	Yes
Reviewed and Accepted Instructions for Trade Contract Proposals	Yes
Reviewed and Accepted Trade Contractor Scope of Work	Yes
Reviewed and Accepted Project Schedule	Yes
Reviewed and Accepted Contract Document Log	Yes
Reviewed and Accepted General Conditions and Special Provisions	Yes
Reviewed and Accepted Contract Terms	Yes
Cost for Payment & Performance Bond Included	No (Required if Proposal Exceeds \$50,000.00)
Sales Taxes Excluded per public project requirements	Yes
Proposal includes Prevailing Wage Labor	Yes

Voluntary Alternates

	Description	Price
1		
2		
3		
4		
5		
6		

Unit Prices

	Item	Unit of Measure	Price
1			
2			
3			
4			
5			
6			

CONTRACTOR'S CERTIFICATION

The assurances hereinafter made by the Contractor, are each a material representation of fact upon which reliance is placed by the City of Oakbrook Terrace, Illinois, in entering into the contract with the Contractor. The City of Oakbrook Terrace, Illinois, may terminate the contract if it is later determined that the Contractor rendered a false or erroneous assurance; and the surety providing the performance bond shall be responsible for the completion of the contract.

I, Societas Capomaru, hereby certify that I am the President of CONCOMER SCS, and as such hereby represent and warrant to the City of Oakbrook Terrace, Illinois, a unit of local government, that the Contractor, if it is a partnership, its general partners, and if it is a corporation, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are:

1. Not delinquent in the payment of taxes to the Illinois Department of Employment Security or the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
2. Not barred from contracting as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-totaling) of the Criminal Code of 2012 (720 ILCS 5/33E-3 and 5/33E-4);
3. Not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1.

In addition, the Contractor hereby represents and warrants to the City of Oakbrook Terrace, Illinois, as a condition of any agreement with the City of Oakbrook Terrace, Illinois, that the Contractor is under no legal prohibition on contracting with the City of Oakbrook Terrace, Illinois, has no known conflicts of interest and further specifically certifies that:

1. The Contractor is not delinquent in any obligation to the Illinois Department of Employment Security;
2. The Contractor maintains and will maintain a drug free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) by:
 - A. Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the Contractor's workplace;
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition;
 - (3) Notifying the employee that, as a condition of employment on this Contract, the employee will:
 - a. Abide by the terms of the statement;
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
 - B. Establishing a drug-free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The Contractor's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance program; and
- (4) The penalties that may be imposed upon employees for drug violations;

C. Making it a requirement to give a copy of the statement required by Subsection A to each employee engaged in the performance of the Contract, and to post the statement in a prominent place in the workplace;

D. Notifying the City of Oakbrook Terrace within ten (10) days after receiving notice under Paragraph A.3(b) from an employee or otherwise receiving actual notice of such conviction;

E. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5;

F. Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place; and

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

3. No City of Oakbrook Terrace officer, spouse or dependent child of a City of Oakbrook Terrace officer, agent on behalf of any City of Oakbrook Terrace officer or trust in which a City of Oakbrook Terrace officer, the spouse or dependent child of a City of Oakbrook Terrace officer or a beneficiary is a holder of any interest in the Contractor; or, if the Contractor's stock is traded on a nationally recognized securities market, that no City of Oakbrook Terrace officer, spouse or dependent child of a City of Oakbrook Terrace officer, agent on behalf of any City of Oakbrook Terrace officer or trust in which a City of Oakbrook Terrace officer, the spouse or dependent child of a City of Oakbrook Terrace officer or a beneficiary is a holder of more than one percent (1%) of the Contractor, but if any City of Oakbrook Terrace officer, spouse or dependent child of a City of Oakbrook Terrace officer, agent on behalf of any City of Oakbrook Terrace officer or trust in which a City of Oakbrook Terrace officer, the spouse or dependent child of a City of Oakbrook Terrace officer or a beneficiary is a holder of less than one percent (1%) of the Contractor, the Contractor has disclosed to the City of Oakbrook Terrace in writing the name(s) of the holder of such interest.

4. No officer or employee of City of Oakbrook Terrace has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Contractor in violation of Section 30.33 of Chapter 30 the Code of Oakbrook Terrace, Illinois.

5. The Contractor has not given to any officer or employee of City of Oakbrook Terrace any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item

having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation Section 30.33 of Chapter 30 the Code of Oakbrook Terrace, Illinois.

6. In compliance with the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635) is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.

7. Neither the Contractor nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the Supplier and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person.

If any certification made by the Contractor changes or any term or condition on which a certification is based changes, which then renders the certification to be no longer valid, the Contractor shall so notify the City of Oakbrook Terrace in writing within seven (7) days.

Dated: 4-17-15, 2014

Contractor: CONCORNE SIGN

By: [Signature], President

STATE OF ILLINOIS)
)
COUNTY OF DUPAGE) ss.

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that SOCIATES (A ADVISORS), known to me to be the President of CONCORNE SIGN appeared before me this day in person and, being first duly sworn on oath, acknowledged that he/she executed the foregoing certification as his/her free act and deed and as the authorized free act and deed of

Dated: APRIL 17, 2014 2015

[Signature]
Notary Public





Concorde Sign & Engraving, Inc.

30 E. St. Charles Road Villa Park, IL. 60181

Phone: 630-530-9019 Fax: 630-530-9015

Email: Concordesigns@Ameritech.net

Web Site: Concorde-sign.com

Quote # 3

April 30, 2015

Harbour Contractors

Al Zakariya,

Thank you for choosing Concorde Sign & Engraving, Inc. to help you with your signage needs. The following are costs and descriptions to fabricate and install signage for your Oakbrook Terrace Police project.

- | | |
|--|------------------|
| A. 48" Round Cast Aluminum Plaque | Cost: \$6,885.00 |
| 1. Single Line with Polished Bevel | |
| 2. Pebble Surface | |
| 3. Paint Fill Black | |
| 4. Mount: Stud Concealed | |
| 5. Qty.: Two (2) | |
| 6. Exterior = 1" Thick / Interior = 1/2" Thick | |
|
 | |
| B. 22" Round Cast Aluminum Plaque – Diaz | Cost: \$675.00 |
| 1. Single Line with Polished Bevel | |
| 2. Pebble surface | |
| 3. Paint Fill Black | |
| 4. Mount: Stud Concealed | |
| 5. Qty.: One (1) | |
|
 | |
| C. 30" Round Cast Aluminum Plaque – Lobby | Cost: \$1,350.00 |
| 1. Single Line with Polished Bevel | |
| 2. Pebble surface | |
| 3. Paint Fill Black | |
| 4. Mount: Stud Concealed | |
| 5. Qty.: One (1) | |
|
 | |
| D. Cast Aluminum Plaque – Lobby | Cost: \$1,110.00 |
| 1. Size: 28" x 22" | |
| 2. Finish: Pebble Background | |
| 3. Black Paint Fill | |
| 4. Text: Satin Finish | |
| 5. Mount: Stud concealed | |
|
 | |
| E. Text: POLICE DEPARTMENT | Cost: \$1,412.00 |
| 1. Size: 1" Flat Cut Aluminum – 7" High | |
| 2. Mount: Stud | |
| 3. Finish: Clear Anodized | |
| 4. Qty.: (1) One Set | |

Concorde Sign & Engraving, Inc.

Quote # 3

Page 2

- F. Text: 17W261 -- Exterior Cost: \$350.00
1. Size: 12" Cast Aluminum
 2. Font: Ariel
 3. Mount: Stud
 4. Finish: Brushed Satin
- G. Text: BUILDING AND ZONING / FINANCE Cost: \$1,296.00
1. 8" - 1/4" Flat-Cut Aluminum
 2. Finish: Brushed Satin
 3. Mount: Adhesive/Stud
 4. Qty.: (1) One Set of Each
- H. Monument - 2 Sides
1. 1" Flat- Cut Aluminum - 7" High Cost: \$6,596.00
 2. Mount: Stud
 3. Finish: Brushed Satin
 4. Font: Helvetica
 5. Text: AS0.2
- I. Restroom Signs - A.D.A. Cost: \$610.00
1. Men - 3
 2. Women - 3
 3. Unisex - 1
 4. Size: 8" x 8"
 5. Colors: Two T.B.D.
 6. Mount: Adhesive

From: A4.2 - PR1.1 A4.1-P26-P35 A7.3 - Spec A7.1 - AS0.2

BASE BID: THE BIDDER AGREES TO PERFORM ALL WORK FOR THE ABOVE
TRADE: \$24,384.00 (Twenty Four Thousand Three Hundred Eighty Four and 00/100)

We require a **50% Deposit of \$12,192.00** at time of acceptance with the balance due at time of completion. (Above Individual Costs as Shown - The Remainder is for Drawings, Installation, Administration, Shipping, and Insurance.)

The above costs do not include any permits, drawings, etc. that may be needed.
Monument and Electric by Others and Landscape by Others.

This estimate is based on our interpretations of information submitted. For estimating purposes, drawings will take precedence over specifications.

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

Thank you,

Socrates Capoyianes

Signature of Acceptance: _____ Date: _____



PROPOSAL FORM
Oakbrook Terrace Police Facility &
City Hall Renovation

PROPOSAL PACKAGE 10C-10D Interior & Exterior Signage

Trade Contractor Information

Company Name Design Group Signage Corp
 Company Address 2135 S. Frontage Road Des Plaines IL 60018
 Company President Jim Gilmore
Contact information regarding questions on proposal

Estimator Name Mike Rourke Title Sales Consultant
 Phone Number 847-390-0350 E-mail Address mrourke@designgroupsignagecorp.com
 Fax Number 847-390-9231

Proposal Amounts

Base Proposal - Police Facility	<u>\$24,152.00</u>	
Alternate 1 - City Hall Renovations	<u>\$3,360.00</u>	
Total Proposal Amount	\$	27,512.00

Supplemental Information

Number of calendar days to complete submittals after notice of award	19
Number of calendar days to for material fabrication & delivery after approved submittals	45
Total Estimate Field Man Hours	36

Completion Checklist

Date Completed		
Contractors Certification Executed and Included	Yes	
Reviewed and Accepted Instructions for Trade Contract Proposals	Yes	
Reviewed and Accepted Trade Contractor Scope of Work	Yes	
Reviewed and Accepted Project Schedule		NA
Reviewed and Accepted Contract Document Log		NA
Reviewed and Accepted General Conditions and Special Provisions	Yes	
Reviewed and Accepted Contract Terms		NA
Cost for Payment & Performance Bond Included		NA (Required if Proposal Exceeds \$50,000.00)
Sales Taxes Excluded per public project requirements	Yes	
Proposal includes Prevailing Wage Labor	Yes	

Voluntary Alternates

	Description	Price
1		
2		
3		
4		
5		
6		

Unit Prices

	Item	Unit of Measure	Price
1			
2			
3			
4			
5			
6			

CONTRACTOR'S CERTIFICATION

The assurances hereinafter made by the Contractor, are each a material representation of fact upon which reliance is placed by the City of Oakbrook Terrace, Illinois, in entering into the contract with the Contractor. The City of Oakbrook Terrace, Illinois, may terminate the contract if it is later determined that the Contractor rendered a false or erroneous assurance; and the surety providing the performance bond shall be responsible for the completion of the contract.

I, BRIGIT F. GILMORE hereby certify that I am the President of DESIGN GROUP SIGNAGE CORP. and as such hereby represent and warrant to the City of Oakbrook Terrace, Illinois, a unit of local government, that the Contractor, if it is a partnership, its general partners, and if it is a corporation, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are:

1. Not delinquent in the payment of taxes to the Illinois Department of Employment Security or the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
2. Not barred from contracting as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-totaling) of the Criminal Code of 2012 (720 ILCS 5/33E-3 and 5/33E-4);
3. Not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1.

In addition, the Contractor hereby represents and warrants to the City of Oakbrook Terrace, Illinois, as a condition of any agreement with the City of Oakbrook Terrace, Illinois, that the Contractor is under no legal prohibition on contracting with the City of Oakbrook Terrace, Illinois, has no known conflicts of interest and further specifically certifies that:

1. The Contractor is not delinquent in any obligation to the Illinois Department of Employment Security;
2. The Contractor maintains and will maintain a drug free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) by:
 - A. Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the Contractor's workplace;
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition;
 - (3) Notifying the employee that, as a condition of employment on this Contract, the employee will:
 - a. Abide by the terms of the statement;
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
 - B. Establishing a drug-free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The Contractor's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance program; and
- (4) The penalties that may be imposed upon employees for drug violations;

C. Making it a requirement to give a copy of the statement required by Subsection A to each employee engaged in the performance of the Contract, and to post the statement in a prominent place in the workplace;

D. Notifying the City of Oakbrook Terrace within ten (10) days after receiving notice under Paragraph A.3(b) from an employee or otherwise receiving actual notice of such conviction;

E. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5;

F. Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place; and

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

3. No City of Oakbrook Terrace officer, spouse or dependent child of a City of Oakbrook Terrace officer, agent on behalf of any City of Oakbrook Terrace officer or trust in which a City of Oakbrook Terrace officer, the spouse or dependent child of a City of Oakbrook Terrace officer or a beneficiary is a holder of any interest in the Contractor; or, if the Contractor's stock is traded on a nationally recognized securities market, that no City of Oakbrook Terrace officer, spouse or dependent child of a City of Oakbrook Terrace officer, agent on behalf of any City of Oakbrook Terrace officer or trust in which a City of Oakbrook Terrace officer, the spouse or dependent child of a City of Oakbrook Terrace officer or a beneficiary is a holder of more than one percent (1%) of the Contractor, but if any City of Oakbrook Terrace officer, spouse or dependent child of a City of Oakbrook Terrace officer, agent on behalf of any City of Oakbrook Terrace officer or trust in which a City of Oakbrook Terrace officer, the spouse or dependent child of a City of Oakbrook Terrace officer or a beneficiary is a holder of less than one percent (1%) of the Contractor, the Contractor has disclosed to the City of Oakbrook Terrace in writing the name(s) of the holder of such interest.

4. No officer or employee of City of Oakbrook Terrace has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Contractor in violation of Section 30.33 of Chapter 30 the Code of Oakbrook Terrace, Illinois.

5. The Contractor has not given to any officer or employee of City of Oakbrook Terrace any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item

having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation Section 30.33 of Chapter 30 the Code of Oakbrook Terrace, Illinois.

6. In compliance with the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635) is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.

7. Neither the Contractor nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the Supplier and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person.

If any certification made by the Contractor changes or any term or condition on which a certification is based changes, which then renders the certification to be no longer valid, the Contractor shall so notify the City of Oakbrook Terrace in writing within seven (7) days.

Dated: MAY 6, 2015

Contractor: Design Group Signage Corp.
By: Bridget F. Gilmore
[Signature], President

STATE OF ILLINOIS)
) ss.
COUNTY OF Cook)

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that Bridget F. Gilmore, known to me to be the President of DESIGN GROUP SIGNAGE CORP. appeared before me this day in person and, being first duly sworn on oath, acknowledged that he/she executed the foregoing certification as his/her free act and deed and as the authorized free act and deed of

Dated: May 6, 2015

Irmgard Schneider
Notary Public




May 6, 2015

Al Zakariya
Harbour Construction
23830 West Main Street
Plainfield, IL 60544
D: 331-452-5060
P: 815-254-5500
azakariya@harbour-cm.com

RE: Contract/Proposal for Oakbrook Terrace Police Facility & City Hall Interior & Exterior Signage – dgsc501156-5.6.15

Dear Mr. Zakariya

We are pleased to quote the following:

POLICE FACILITY

Provide and Install – Exterior West Elevation

Qty one (1) Cast Aluminum Plaque – Satin finish

- Size: 4'-0" diameter
- Per client supplied art file
- Install stud mount and silicone

Qty one (1) – Showing Cast letters

- Size: 7" cast
- Copy: "Police Department"
- Typestyle: Arial
- Finish: clear anodized aluminum
- Install stud mount under plaque

Provide and Install – Monument Letters

Qty two (2) Sides

- Size: 7" cast aluminum letters
- Copy: "Oakbrook Terrace City Hall Police Department"
- Typestyle: Arial
- Finish: Clear Anodized aluminum
- Install on monument – stud mount

Provide and Install – Address

Qty one (1) Showing North Elevation

- Size: 12" Cast aluminum
- Copy: "17W261"
- Typestyle Arial
- Finish: clear anodized

Provide and Install – Interior

Qty one (1) aluminum cast plaque – satin finish

- Size: 30" x 30" ½" deep
- Install on interior
- Stud and silicone mounted
- Art file by client

Provide and Install – Interior – Diaz Seal

Qty one (1) aluminum cast plaque – satin finish

- Size: 22" x 22"
- Install on interior
- Stud and silicone mounted
- Art file by client

Qty one (1) aluminum cast plaque – satin finish

- Size: 28" h x 22" w
- Install interior wall
- Stud and silicone mount

Provide and Install – Cast Plaque- Room 107

Qty one (1)

- Size: 4'-0" x 4'-0" x ½" thick
- Per client art file
- Cast aluminum plaque – satin finish
- Stud and silicone mounted on drywall

Cost Police Facility: \$ 24,152.00

CITY HALL

Provide and Install – Lobby 101

Qty one (1) Showing – Dimensional letters

- Size: 8" H caps – Showing cast dimensional letters
- Copy: "Finance"
- Typestyle: Arial

Qty one (1) Showing – Dimensional letters

- Size: 8" H caps – Showing cast dimensional letters
- Copy: "Building and zoning"
- Typestyle: Arial
- Install on drywall

Cost City Hall: \$3,360.00

Total Installed Contract Cost: \$27,512.00

Permits and Procurement will be an additional charge to the Total Installed Contract Cost:

Permits: \$ at Net

Procurement: \$250 each

PERMIT INFORMATION NEEDED:

If permits are needed, the following items are needed:

- a.) 3 - Copies of property plat of survey.
- b.) 3 - Copies of property legal description.
- c.) Property management/landlord information (if applicable).
- d.) Property management/landlord sign criteria.
- e.) City of Chicago the Business License Number Provided by the City of Chicago IS REQUIRED.

The following is required to begin this project:

50% Deposit of the project + Procurement. Our Accounting Department will issue a Deposit invoice for this amount upon receipt of signed contract / proposal.

**SIGNAGE CONTRACT
CLARIFICATIONS & EXCLUSIONS:**

- ◆ The locations of all signs must be provided by others prior to installation being scheduled.
- ◆ Authorized personnel must be available to verify sign locations.
- ◆ All digging sites to be flagged for J.U.L.I.E. by others.
- ◆ Private Utility Markings By Others
- ◆ DGSC must have full and complete access to all sign sites at all times during installation.
- ◆ For illuminated signs, adequate power must be at sign sites within 5'-0" of display and fully accessible.
- ◆ One set of submittal drawings is included; sample signs are not included unless otherwise specified.
- ◆ Custom colors or sign samples may carry an additional charge if other than standard.
- ◆ Reverse channel letters cannot be mounted on a reflective or gloss surface.
- ◆ Vector artwork in Adobe Illustrator CS2 or earlier, AutoCAD 2000 or earlier, or Corel Draw 12 or earlier in PC Format to be furnished by client.
- ◆ If permits are needed, permits and processing will be an additional cost. If any permits require variance/committee meetings, contractor's license, bonds etc., an additional cost will apply.
- ◆ DGSC holds no liability on time frame of federal, city, state or local permit approvals
- ◆ If needed structural engineers stamp and calculation will be an additional cost.
- ◆ Project not bid as phase work. Phase work will carry an additional cost.
- ◆ All work to be done during regular business hours – 8am – 4:30pm - Monday-Friday.
- ◆ Change in scope will carry an additional cost.
- ◆ If project is tax exempt – Tax exempt certificate needed.
- ◆ Retention has not been allowed for in this project.
- ◆ Proposal is good for 30 days unless otherwise specified.
- ◆ LED warranty varies by Manufacturer

SIGNAGE INSTALLATION

Installation will be approximately 4-6 weeks from the receipt of deposit, acceptance of contract and receipt of all shop drawing approvals; unless permits are required then 4-6 weeks from the receipt of all approvals.

SIGNAGE CONTRACT PAYMENT TERMS:

A 50% deposit + Procurement (if applicable) will be required to begin the project; balance due upon completion of delivery/installation. Payment is due in full; no retention is to be held. Terms are subject to approval. Upon credit approval, terms will be net 10 days from delivery/installation. Any past due balances/accounts will be subject to all finance charges, collection fees, attorney fees, court fees, lien fees associated with collecting of past due amounts. A 1.5% per month finance charge will be added to all past due invoices. This is an annual rate of 18%. All contracts cancelled after contract acceptance and/or approved drawings; you will be billed clerical time and any materials. We accept all major credit cards. A processing fee will apply to all credit card payments. **Any warranty work necessary will not commence until full payment has been received.**

Cancellation/refund policy: The cancellation fee is \$50.00 plus any credit card fees (if applicable). If cancellation happens when we arrive on site, the cancellation fee will also include the entire mobilization cost.

If you should have any questions or comments, please call (847) 390-0350 x 114 or email me at mrourke@designgroupsignage.com at anytime.

Sincerely,

DESIGN GROUP SIGNAGE CORPORATION

Mike Rourke

Mike Rourke
Sales Consultant

MK/mc

Cc: Email - file copy – dgsc#501156-5.6.15

CONTRACT/PROPOSAL ACCEPTED:

Signature

Print

Title

Date



638 SCHNEIDER DRIVE SOUTH ELGIN, ILLINOIS 60177
PHONE (847) 931-4440 FAX (847) 931-4498

BUILDING SPECIALTIES SINCE 1974



PROPOSAL

DATE: March 20, 2015

INCLUDES ADDENDA: #1

PROJECT: OAKBROOK TERRACE POLICE FACILITY AND CITY HALL RENOVATION
OAKBROOK TERRACE, IL

ARCHITECT: Williams Architects

TOILET AND BATH ACCESSORIES - Section 102800 - Continued

<u>NO.</u>	<u>QTY</u>	<u>DESCRIPTION</u>
		<u>City Hall</u>
2	5	SOAP DISPENSER.
6	3	PAPER TOWEL AND WASTE COMBINATION UNIT.
8	2	PAPER TOWEL AND WASTE COMBINATION UNIT.
12	5	TOILET TISSUE DISPENSER.
16	3	SANITARY NAPKIN DISPOSAL.
20	3	COAT HOOK.
21	2	COAT HOOK.
22	5	GRAB BAR – 36".
22	5	GRAB BAR – 42".
24	5	MIRROR – 18" W x 36".
35	1	MOP & BROOM HOLDER.

FREIGHT ALLOWED ----- \$1,920.00
Tax Exempt

PLAQUES - Section 101416

<u>QTY</u>	<u>DESCRIPTION</u>
	<u>Police Facility</u>
3	PLAQUE – City seal (1-2'6", 2 @ 4'0").

FREIGHT ALLOWED ----- \$6,620.00
Tax Exempt



636 SCHNEIDER DRIVE SOUTH ELGIN, ILLINOIS 60177
PHONE: (847) 931-4440 FAX: (847) 931-4493

BUILDING SPECIALTIES SINCE 1974



PROPOSAL

DATE: March 20, 2015

INCLUDES ADDENDA: #1

PROJECT: OAKBROOK TERRACE POLICE FACILITY AND CITY HALL RENOVATION
OAKBROOK TERRACE, IL

ARCHITECT: Williams Architects

PLAQUES - Section 101416 - Continued

City Hall

<u>QTY</u>	<u>DESCRIPTION</u>
0	PLAQUE – None shown.

DIMENSIONAL LETTER SIGNAGE - Section 101419

Police Facility

<u>QTY</u>	<u>DESCRIPTION</u>
16	DIMENSIONAL LETTER – Cast aluminum 7".
6	DIMENSIONAL LETTER – Cast aluminum 12".

FREIGHT ALLOWED ----- \$1,150.00

Tax Exempt

NOTE: Dimensional letters on new monument sign are not specified in Section 101419 and not bid herein.

City Hall

<u>QTY</u>	<u>DESCRIPTION</u>
24	DIMENSIONAL LETTER – Thick cut aluminum, 8".

FREIGHT ALLOWED ----- \$995.00

Tax Exempt

TERMS: NET 30 F.O.B. WITH FREIGHT ALLOWED TO JOB SITE. PRICES QUOTED ARE FOR ACCEPTANCE WITHIN 30 DAYS AFTER WHICH TIME THEY MAY BE SUBJECT TO CHANGE. FEDERAL, STATE OR LOCAL TAXES, IF ANY, NOT INCLUDED IN QUOTED PRICES.



636 SCHNEIDER DRIVE SOUTH ELGIN, ILLINOIS 60177
PHONE: (847) 931-4440 FAX: (847) 931-4498

BUILDING SPECIALTIES SINCE 1974



PROPOSAL

DATE: March 20, 2015

INCLUDES ADDENDA: #1

PROJECT: OAKBROOK TERRACE POLICE FACILITY AND CITY HALL RENOVATION
OAKBROOK TERRACE, IL

ARCHITECT: Williams Architects

PLASTIC TOILET COMPARTMENTS – Section 102113.19

Police Facility

<u>QTY</u>	<u>DESCRIPTION</u>
6	TOILET COMPARTMENT.
1	URINAL SCREEN.

INSTALLATION AND FREIGHT ALLOWED ----- \$8,100.00
Tax Exempt

FIRE EXTINGUISHER CABINETS – Section 104413

Police Facility

<u>QTY</u>	<u>DESCRIPTION</u>
4	FIRE EXTINGUISHER CABINET.

FREIGHT ALLOWED ----- \$475.00
Tax Exempt

City Hall

<u>QTY</u>	<u>DESCRIPTION</u>
2	FIRE EXTINGUISHER CABINET.

FREIGHT ALLOWED ----- \$335.00
Tax Exempt

TERMS: NET 30 F.O.B. WITH FREIGHT ALLOWED TO JOB SITE. PRICES QUOTED ARE FOR ACCEPTANCE WITHIN 30 DAYS AFTER WHICH TIME THEY MAY BE SUBJECT TO CHANGE. FEDERAL, STATE OR LOCAL TAXES, IF ANY, NOT INCLUDED IN QUOTED PRICES.



638 SCHNEIDER DRIVE SOUTH ELGIN ILLINOIS 60177
PHONE (847) 931-4490 FAX (847) 931-4498

BUILDING SPECIALTIES SINCE 1974



PROPOSAL

DATE: March 20, 2015

INCLUDES ADDENDA: #1

PROJECT: OAKBROOK TERRACE POLICE FACILITY AND CITY HALL RENOVATION
OAKBROOK TERRACE, IL

ARCHITECT: Williams Architects

FIRE EXTINGUISHERS – Section 104416

Police Facility

<u>QTY</u>	<u>DESCRIPTION</u>
5	FIRE EXTINGUISHER – Multipurpose type.
0	FIRE EXTINGUISHER – Purple K type.

FREIGHT ALLOWED ----- \$485.00
Tax Exempt

City Hall

<u>QTY</u>	<u>DESCRIPTION</u>
3	FIRE EXTINGUISHER – Multipurpose type.
0	FIRE EXTINGUISHER – Purple K type.

FREIGHT ALLOWED ----- \$372.00
Tax Exempt

TERMS: NET 30 F.O.B. WITH FREIGHT ALLOWED TO JOB SITE. PRICES QUOTED ARE FOR ACCEPTANCE WITHIN 30 DAYS AFTER WHICH TIME THEY MAY BE SUBJECT TO CHANGE. FEDERAL, STATE OR LOCAL TAXES, IF ANY, NOT INCLUDED IN QUOTED PRICES.



638 SCHNEIDER DRIVE SOUTH ELGIN, ILLINOIS 60177
PHONE (847) 931-4440 FAX (847) 931-4488

BUILDING SPECIALTIES SINCE 1974



PROPOSAL

DATE: March 20, 2015

INCLUDES ADDENDA: #1

PROJECT: OAKBROOK TERRACE POLICE FACILITY AND CITY HALL RENOVATION
OAKBROOK TERRACE, IL

ARCHITECT: Williams Architects

FLAGPOLES – Section 107500

Police Facility

<u>QTY</u>	<u>DESCRIPTION</u>
3	FLAGPOLE – With down light kit, cleat & halyard covers along with <u>standard</u> fittings 1 @ 30'. 2 @ 25'.

FREIGHT ALLOWED ----- \$5,500.00
Tax Exempt

City Hall

<u>QTY</u>	<u>DESCRIPTION</u>
0	LIGHTING KIT – For existing flagpoles – provided by others.

Wes Eberly
CARNEY and COMPANY, INC.

0323/ts