



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

Regular Meeting
Tuesday, February 24, 2026
7:00 PM

“Please be advised that any proposed documents attached hereto are in draft form and vary from the final versions which are adopted at the meeting as set forth herein.”

1. CALL TO ORDER
2. ROLL CALL
3. PRESIDENT’S OPENING COMMENTS
4. PUBLIC COMMENTS
5. APPROVAL OF MINUTES

A. Regular Board of Trustees Meeting Minutes of January 27, 2026

6. CONSENT AGENDA

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

- A. Accounts Payable for Period Ending: February 4, 2026 - \$630,377.79
Accounts Payable for Period Ending: February 18, 2026 - \$1,059,956.13

1. LEGAL SERVICES:

- a) Ottosen DiNolfo Hasenbalg & Castaldo, Ltd. - Legal Services - December 2025 - \$19,315.00 (FY2025 YTD - \$344,689.18)
- b) Lamp Law LLC - Legal Services - January 2026 - \$3,333.33 (FY2026 YTD - \$3,333.33)
- c) Clark Baird Smith LLP - Legal Services - January 2026 - \$783.00 (FY2026 YTD - \$783.00)
- d) Croke Fairchild Duarte & Beres - Legal Services - January 2026 - \$76,697.50 (FY2026 YTD - \$76,697.50)

TOTAL LEGAL BUDGET FOR 2025 - \$325,287.96

TOTAL LEGAL BILLS PAID FOR 2025 - YTD - \$664,157.30

TOTAL LEGAL BUDGET FOR 2026 - \$838,399.96

TOTAL LEGAL BILLS PAID FOR 2026 - YTD - \$80,813.83

2. Axon Enterprise Inc. - Report Management System - \$299,268.29

3. DuPage Convention and Visitor Bureau - Q4 2025 - 25% Of 1% Hotel Tax - \$38,865.63
4. Era Valdivia Contractors, Inc. - Oak Brook Reservoir A&B Repair - \$21,455.60
5. Du-Comm - Alarm Monitoring - Q4 2025 - \$22,237.96
6. Du-Comm - Quarterly Shares Police Department - 2/1/26 - 4/30/26 - \$137,224.75
7. Kaplan Liquid Solutions - Brine Maker - \$32,250.50
8. Axon Enterprise Inc. - Report Management System - \$85,620.00
9. Du-Comm - Quarterly Shares Fire Department - 2/1/26 - 4/30/26 - \$37,786.75
10. DuPage Water Commission - Water Consumption - January 2026 - \$359,281.00

- B. Approval of Payroll Paydate: February 5, 2026 - \$975,267.86
February 19, 2026 - \$967,880.73

- C. Village of Oak Brook – Monthly Financial Reports - January 2026

- D. Authorization to Seek Bids or Proposals or Negotiate Contracts:

1. Sports Core Commodities
2. Authorization to Seek Bids - 2026 Streets Improvement Project

- E. Development Services Referrals

1. 1901 22nd Street – Costco – Side and Rear Yard Setback Variations
2. 50 Timber Trail Drive – Final Plat of Consolidation

7. ITEMS REMOVED FROM CONSENT AGENDA

8. ACTIVE BUSINESS

A. Ordinances & Resolutions

1. Resolution R-2346, A Resolution to Waive Competitive Bidding and Authorize Staff to Issue a Purchase Order to Flowpoint Environmental Systems, Inc., for the Purchase of a Bulk Water Fill Station.
2. Resolution R-2348, A Resolution to Waive Competitive Bidding and Approve the Award of Contract to Trane, US, INC., of Willowbrook, IL for the Butler Government Center and the Oak Brook Public Library HVAC Building Automation Systems Service Agreement
3. Resolution R-2340, A Resolution Approving and Authorizing the Execution of the TrackMan Range Agreement to Purchase TrackMan Range Technology
4. Ordinance G-1283, An Ordinance Amending the Village of Oak Brook Code of Ordinances, as Amended, Title 4, Chapter 1, Section 8A to Decrease the Number of Authorized Class A-1 Liquor Licenses By One to Forty-Three for Wonderverse, Increase the Number of Authorized Class B Liquor Licenses By One to Twenty for Purple Pig and Decrease the Number of Authorized Class M Liquor License By Three to Zero for OB Park District, Tasty Catering and Mayslake

5. Resolution R-2350, A Resolution Appointing Representatives to the Intergovernmental Risk Management Agency (IRMA)

B. Trustee Initiative Discussion Requested by Trustees Nagle, Tiesenga, and Jain

9. BOARD UPDATES

10. ADJOURNMENT

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



ITEM 6.A.8.

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

AGENDA ITEM

Board of Trustees Regular Meeting
of
February 24, 2026

SUBJECT:

FROM: Elena Matutis, Senior Accounting Assistant

BUDGET SOURCE/BUDGET IMPACT:

RECOMMENDED MOTION:

Background/History:

Recommendation:

Attachments:

None



VILLAGE OF OAK BROOK

MONTHLY FINANCIAL REPORTS

JANUARY 2026



Executive Summary on Village Funds

Through January 31, 2026

	YTD		YTD		YTD	Estimated
	Revenues		Expenditures		Net Fund Increase (Decrease)	YTD Ending Fund Balance (Deficit)
<u>Governmental Funds</u>						
General Fund (Major Fund) <i>Main operating fund of the Village.</i>	\$	3,302,000	\$	2,137,594	\$ 1,164,406	\$ 44,310,729
Hotel Fund (Major Fund) <i>Collects and spends resources from the 3% hotel/motel tax.</i>	\$	110,298	\$	60,730	\$ 49,568	\$ 6,225,628
Motor Fuel Tax Fund <i>Collects and spends resources from the State motor fuel tax.</i>	\$	40,790	\$	-	\$ 40,790	\$ 2,823,050
Infrastructure Fund (Major Fund) <i>Accounts for construction and maintenance of roadways, drainage, and safety path systems.</i>	\$	887,741	\$	371,518	\$ 516,223	\$ 28,397,620
<u>Enterprise Funds</u>						
Water Fund (Major Fund) <i>Collects user fees for the distribution of water and maintenance of infrastructure.</i>	\$	1,213,893	\$	124,727	\$ 1,089,167	\$ 25,403,973
Sports Core Fund (Major Fund) <i>Accounts for revenues and expenses relating to administration, programs, food and beverage operations, and golf course.</i>	\$	146,082	\$	163,921	\$ (17,839)	\$ 3,815,242
<u>Internal Service Funds</u>						
Insurance Fund <i>Accounts for the Village's health insurance costs and the related contributions from the Village, employees, retirees, and other agencies.</i>	\$	268,956	\$	278,365	\$ (9,408)	\$ 342,216
Garage Fund <i>Accounts for the maintenance of the Village's vehicle fleet and the related departmental reimbursements.</i>	\$	1,131	\$	20,464	\$ (19,333)	\$ 558,568
Equipment Replacement Fund <i>Accounts for the replacement of the Village's vehicle fleet and the related departmental contributions.</i>	\$	23,955	\$	46,240	\$ (22,285)	\$ 3,829,015

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

Village of Oak Brook
General Fund Financial Update
For the Period Ending January 31, 2026

	1/31/25	1/31/26	1/31/26	1/31/26	2026	Difference
	YTD	YTD	YTD	% of YTD	Adopted	Prior
	Actual	Actual	Amended	Amended	Budget	Year
			Budget	Budget		
<u>OPERATING REVENUES</u>						
Sales Tax	\$ 1,573,889	1,910,617	\$ 1,541,667	123.9%	\$ 18,500,000	\$ 336,728
State Income Tax	149,171	155,367	129,151	120.3%	1,549,806	6,196
Replacement Tax	57,599	61,665	41,667	148.0%	500,000	4,066
Road & Bridge Tax	-	-	2,808	0.0%	33,700	-
Local Use Tax	15,123	6,484	24,167	26.8%	290,000	(8,639)
Cannabis Use Tax	1,149	1,286	1,154	111.4%	13,846	137
Grants	4,180	-	1,760	0.0%	21,120	(4,180)
Utility/Telecom. Tax	145,250	283,173	241,667	117.2%	2,900,000	137,924
Licenses and Permits	88,958	244,202	202,368	120.7%	2,428,410	155,244
Charges for Services	115,571	297,606	170,338	174.7%	2,044,050	182,035
Investment Interest	85,203	48,341	116,667	41.4%	1,400,000	(36,862)
Miscellaneous Income	39,692	61,307	59,522	103.0%	714,260	21,615
Total Operating Revenues	\$ 2,275,783	\$ 3,070,048	\$ 2,532,933	121.2%	\$ 30,395,192	\$ 794,264
<u>OPERATING EXPENDITURES</u>						
Personnel	\$ 1,830,543	\$ 1,873,547	\$ 2,074,821	90.3%	\$ 24,897,854	\$ 43,003
Materials and Supplies	40,524	25,786	59,869	43.1%	718,429	\$ (14,737)
Operation and Contract	1,087,678	217,850	578,455	37.7%	6,941,461	\$ (869,828)
Other Expenditures	2,117	1,844	825	223.5%	9,900	\$ (272)
Capital Outlay	6,327	18,566	46,224	40.2%	554,690	\$ 12,239
Total Operating Expenditures	\$ 2,967,188	\$ 2,137,594	\$ 2,760,194	77.4%	\$ 33,122,333	\$ (829,595)
<u>SURPLUS (DEFICIT) OF REVENUES OVER EXPENDITURES</u>						
	\$ (691,405)	\$ 932,454	\$ (227,262)	-410.3%	\$ (2,727,141)	\$ 1,623,859
<u>INTERFUND TRANSACTIONS</u>						
Transfers In	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Transfers Out				N/A		-
Reimbursements From Other Funds	167,588	231,952	231,953	100.0%	2,783,433	64,364
Reimbursements To Other Funds	-	-	-	N/A	-	-
Sports Core Loan				N/A	-	-
Total Interfund Transactions	\$ 167,588	\$ 231,952	\$ 231,953	100.0%	\$ 2,783,433	\$ 64,364
NET FUND INCREASE (DECREASE)	\$ (523,817)	\$ 1,164,406	\$ 4,691		\$ 56,292	\$ 1,688,223

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

Village of Oak Brook
Hotel Tax Fund Financial Update
For the Period Ending January 31, 2026

	1/31/25	1/31/26	1/31/26	1/31/26	2026	Difference
	YTD	YTD	YTD	% of YTD	Adopted	Prior
	Actual	Actual	Amended	Amended	Budget	Year
			Budget	Budget		
<u>OPERATING REVENUES</u>						
Hotel Tax	\$ 86,385	\$ 100,462	\$ 133,333	75.3%	\$ 1,600,000	\$ 14,077
Investment Interest	12,916	9,836	5,000	196.7%	60,000	(3,080)
Loan Interest	-	-	-	N/A	-	-
Miscellaneous	-	-	41,542		498,500	-
Total Operating Revenues	\$ 99,301	\$ 110,298	\$ 179,875	61.3%	\$ 2,158,500	\$ 10,997
<u>EXPENDITURES</u>						
Personnel	\$ 10,366	\$ 10,751	\$ 12,896	83.4%	\$ 154,755	\$ 385
Operation and Contract	-	26,000	92,562	28.1%	1,110,740	26,000
Other Expenditures	-	-	23,980	0.0%	287,758	-
Capital Outlay	-	-	70,838	0.0%	850,050	-
Total Expenditures	\$ 10,366	\$ 36,751	\$ 187,379	19.6%	\$ 2,403,303	\$ 26,000
SURPLUS (DEFICIT) OF REVENUES OVER EXPENDITURES	\$ -	\$ 73,547	\$ (20,400)	-360.5%	\$ (244,803)	\$ (15,003)
<u>INTERFUND TRANSACTIONS</u>						
Transfer Out	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Reimbursements to Other Funds	(17,149)	(23,979)	23,980	-100.0%	287,758	(6,830)
Total Interfund Transactions	\$ (17,149)	\$ (23,979)	\$ 23,980	-100.0%	\$ 287,758	\$ (6,830)
NET FUND INCREASE (DECREASE)	\$ 71,786	\$ 49,568	\$ 3,580		\$ 42,955	\$ (21,833)

Note - Expenditures are recorded in program 171.

**Village of Oak Brook
Infrastructure Fund Financial Update
For the Period Ending January 31, 2026**

	1/31/25 YTD Actual	1/31/26 YTD Actual	1/31/26 YTD Amended Budget	1/31/26 % of YTD Amended Budget	2026 Adopted Budget	Difference Prior Year
<u>OPERATING REVENUES</u>						
Non-Home Rule Sales Tax	\$ 644,801	\$ 837,130	\$ 716,250	116.9%	\$ 8,595,000	\$ 192,329
Charges for Services	-	-	-	N/A	-	-
Investment Interest	49,756	50,611	41,667	121.5%	500,000	855
Grants	-	-	-	N/A	-	-
Miscellaneous	-	-	-	N/A	-	-
Total Operating Revenues	\$ 694,556	\$ 887,741	\$ 757,917	117.1%	\$ 9,095,000	\$ 193,184
<u>OPERATING EXPENDITURES</u>						
Personnel	\$ 4,797	\$ 5,162	\$ -	N/A	\$ -	\$ 365
Materials and Supplies	-	294	4,900	6.0%	58,804	294
Operation and Contract	123,187	(8,608)	316,808	-2.7%	3,801,698	(131,795)
Other Expenditures	-	-	92,069	0.0%	1,104,830	-
Capital Outlay	280,041	299,268	767,375	39.0%	9,208,503	19,227
Total Operating Expenditures	\$ 408,026	\$ 296,116	\$ 1,181,153	25.1%	\$ 14,173,835	\$ (111,910)
<u>SURPLUS (DEFICIT) OF REVENUES OVER EXPENDITURES</u>						
	\$ 286,531	\$ 591,625	\$ (423,236)	-139.8%	\$ (5,078,835)	\$ 305,094
<u>INTERFUND TRANSACTIONS</u>						
Transfers In	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Reimbursements From Other Funds	-	-	166,667	0.0%	2,000,000	-
Reimbursements To Other Funds	(58,492)	(75,402)	(92,069)	81.9%	(1,104,830)	(16,910)
Total Interfund Transactions	\$ (58,492)	\$ (75,402)	\$ 74,598	-101.1%	\$ 895,170	\$ (16,910)
NET FUND INCREASE (DECREASE)	\$ 228,039	\$ 516,223	\$ (348,639)		\$ (4,183,665)	\$ 288,185

Village of Oak Brook
Water Fund Financial Update
For the Period Ending January 31, 2026

	1/31/25	1/31/26	1/31/26	1/31/26	2026	Difference
	YTD	YTD	YTD	% of YTD	Adopted	Difference
	Actual	Actual	Amended	Amended	Budget	Prior
			Budget	Budget		Year
<u>OPERATING REVENUES</u>						
Plan Review Fees	\$ 75	\$ -	\$ 63	0.0%	\$ 750	\$ (75)
Building/Inspection Fees	-	-	-	N/A	-	-
Water Sales	850,381	1,139,244	1,034,083	110.2%	12,409,000	288,863
Unmetered Sales	600	987	3,333	29.6%	40,000	387
Water Connection Fees	6,440	5,520	5,000	110.4%	60,000	(920)
Fire Service Charge	-	-	-	N/A	-	-
Meter Charges	2,775	1,740	1,375	126.5%	16,500	(1,035)
Special Services	-	-	1,250	0.0%	15,000	-
Investment Interest	84,601	56,199	70,833	79.3%	850,000	(28,402)
Proceeds from Property Sale	-	-	-	N/A	-	-
Miscellaneous	6,252	10,203	6,250	163.2%	75,000	3,951
Total Operating Revenues	\$ 951,125	\$ 1,213,893	\$ 1,122,188	108.2%	\$ 13,466,250	\$ 262,769
<u>OPERATING EXPENDITURES</u>						
Personnel	\$ 45,327	\$ 52,563	\$ 58,596	89.7%	\$ 703,153	\$ 7,236
Materials and Supplies	4,015	1,408	12,711	11.1%	152,532	(2,607)
Operation and Contract	221,447	13,692	667,798	2.1%	8,013,581	(207,756)
Other Expenditures	-	-	57,063	0.0%	684,758	-
Capital Outlay	-	-	501,436	0.0%	6,017,230	-
Total Expenditures	\$ 270,789	\$ 67,663	\$ 1,297,604	5.2%	\$ 15,571,254	\$ (203,127)
Surplus (Deficit) of Revenues Over Expenditures	\$ 680,335	\$ 1,146,231	\$ (175,417)	-653.4%	\$ (2,105,004)	\$ 465,896
<u>INTERFUND TRANSACTIONS</u>						
Reimbursements To Other Funds	\$ (49,101)	\$ (57,064)	\$ (57,063)	100.0%	\$ (684,758)	\$ (7,963)
Total Interfund Transactions	\$ (49,101)	\$ (57,064)	\$ (57,063)	100.0%	\$ (684,758)	\$ (7,963)
Fund Increase/(Decrease) - Budgetary Basis	\$ 631,234	\$ 1,089,167	\$ (232,480)		\$ (2,789,762)	\$ 457,933

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

Village of Oak Brook
Monthly Operating Statement
Sports Core Fund Consolidated Presentation
For the Period Ending January 31, 2026

					1/31/26	1/31/26	1/31/26	2026	1/31/25	Difference
	B&T Recreation	Field	Clubhouse	Golf	YTD	YTD	% of YTD	Adopted	YTD	Prior
	Operations	Operations	Operations	Club	Total	Amended	Amended	Budget	Total	Year
OPERATING REVENUES										
Memberships	\$ 100,125	\$ -	\$ -	\$ -	\$ 100,125	\$ 86,908	115.2%	1,042,890	\$ 5,775	\$ 94,350
Greens Fees	-	-	-	-	-	145,167	0.0%	1,742,000	-	-
Pro Shop Sales	-	-	-	350	350	15,000	2.3%	181,000	1,201	(851)
Golf Lessons	-	-	-	-	-	8,333	0.0%	100,000	-	-
Driving Range Fees	-	-	-	9,139	9,139	64,917	14.1%	779,000	11	9,128
Golf Surcharge	-	-	-	-	-	20,833	0.0%	250,000	-	-
Rentals	250	-	21,231	7,310	28,791	94,039	30.6%	1,226,070	18,453	10,338
Programs/User Fees	-	-	-	-	-	12,985	0.0%	155,820	-	-
Food Sales	-	-	-	885	885	9,646	9.2%	115,750	-	885
Beverage Sales	-	-	-	-	-	333	0.0%	4,000	884	(884)
Grants	-	-	-	-	-	-	N/A	-	-	-
Other Revenue	3,458	-	-	-	3,458	6,380	54.2%	76,560	1,524	1,934
Total Operating Revenues	\$ 103,833	\$ -	\$ 21,231	\$ 17,684	\$ 142,748	\$ 464,541	30.7%	\$ 5,673,090	\$ 27,848	\$ 114,900
OPERATING EXPENDITURES										
Personnel	\$ 16,208	\$ -	\$ -	\$ 52,701	\$ 68,908	\$ 151,460	45.5%	\$ 1,817,521	\$ 67,682	\$ 1,226
Materials & Supplies	-	-	-	1,881	1,881	38,157	4.9%	457,887	3,522	(1,641)
Operational & Contractual	-	-	-	14,291	14,291	94,459	15.1%	1,133,511	81,532	(67,241)
Other	-	-	-	-	-	-	N/A	-	-	-
Capital	-	-	-	-	-	74,079	0.0%	888,942	-	-
Total Operating Expenditures	\$ 16,208	\$ -	\$ -	\$ 68,873	\$ 85,080	\$ 358,155	23.8%	\$ 4,297,861	\$ 152,736	\$ (67,656)
B&T Administration Overhead Allocation*	\$ 79,513	\$ (6,758)	\$ (14,236)	\$ (58,519)	\$ 0	\$ (0)	N/A	\$ -	\$ (0)	\$ 0
Operating Revenues Over (Under) Expenditures	\$ 167,138	\$ (6,758)	\$ 6,995	\$ (109,707)	\$ 57,668	\$ 106,386	54.2%	\$ 1,375,229	\$ (124,889)	\$ 182,556
INTERFUND TRANSACTIONS										
Reimbursement From Other Funds	\$ 3,334	\$ -	\$ -	\$ -	\$ 3,334	\$ 3,333	100.0%	\$ 40,000	\$ 3,334	\$ -
Reimbursement To General Fund	(78,841)	-	-	-	(78,841)	(78,841)	100.0%	(946,087)	(46,180)	(32,661)
Total Interfund Transactions	\$ (75,507)	\$ -	\$ -	\$ -	\$ (75,507)	\$ (75,507)	100.0%	\$ (906,087)	\$ (42,846)	\$ (32,661)
Total Revenues Over (Under) Expenditures - Budgetary Basis	\$ 91,631	\$ (6,758)	\$ 6,995	\$ (109,707)	\$ (17,839)	\$ 30,878		\$ 469,142	\$ (167,735)	\$ 149,895

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

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

Village of Oak Brook
Monthly Operating Statement
Bath & Tennis Club Recreation Operations
For the Period Ending January 31, 2026

	811 B&T Admin	812 Swimming	813 Tennis	822 Poolside Café	1/31/26 YTD Total	1/31/26 YTD Adopted Budget	1/31/26 % of YTD Amended Budget	2026 Adopted Budget	1/31/25 YTD Total	Difference Prior Year
<u>OPERATING REVENUES</u>										
Memberships	\$ -	\$ 98,655	\$ 1,470	\$ -	\$ 100,125	\$ 53,310	187.8%	\$ 639,715	\$ -	\$ 100,125
Programs/User Fees	-	-	-	-	-	12,985	0.0%	155,820	-	-
Pro Shop Sales	-	-	-	-	-	83	0.0%	1,000	-	-
Rentals	-	-	-	250	250	8,133	3.1%	97,600	-	250
Food Sales	-	-	-	-	-	500	0.0%	6,000	-	-
Beverage Sales	-	-	-	-	-	333	0.0%	4,000	-	-
Grants	-	-	-	-	-	-	N/A	-	-	-
Other Revenue	3,458	-	-	-	3,458	3,880	89.1%	46,560	254	3,204
Total Operating Revenues	\$ 3,458	\$ 98,655	\$ 1,470	\$ 250	\$ 103,833	\$ 79,225	131.1%	\$ 950,695	\$ 254	\$ 103,579
<u>OPERATING EXPENDITURES</u>										
Personnel	\$ 16,208	\$ -	\$ -	\$ -	\$ 16,208	\$ 27,705	58.5%	\$ 332,458	\$ 14,764	\$ 1,444
Materials & Supplies	-	-	-	-	-	2,383	0.0%	28,600	2,975	(2,975)
Operational & Contractual	-	-	-	-	-	48,971	0.0%	587,649	71,190	(71,190)
Other	-	-	-	-	-	-	N/A	-	-	-
Capital	-	-	-	-	-	450	0.0%	5,400	-	-
Total Operating Expenditures	\$ 16,208	\$ -	\$ -	\$ -	\$ 16,208	\$ 79,509	20.4%	\$ 954,107	\$ 88,929	\$ (72,721)
B&T Administration Overhead Allocation*	\$ 100,841	\$ (16,789)	\$ (3,327)	\$ (1,212)	\$ 79,513	79,513	100.0%	\$ 954,154	\$ 54,670	\$ 24,843
Operating Revenues Over (Under) Expenditures	\$ 88,091	\$ 81,866	\$ (1,857)	\$ (962)	\$ 167,138	\$ 79,229	211.0%	\$ 950,742	\$ (34,005)	\$ 201,144
<u>INTERFUND TRANSACTIONS</u>										
Reimbursement From Other Fund	\$ 3,334	\$ -	\$ -	\$ -	\$ 3,334	\$ 3,333	100.0%	\$ 40,000	\$ 3,334	\$ -
Reimbursement To General Fund	(78,841)	-	-	-	(78,841)	(78,841)	100.0%	(946,087)	(46,180)	(32,661)
Total Interfund Transactions	\$ (75,507)	\$ -	\$ -	\$ -	\$ (75,507)	\$ (75,507)	100.0%	\$ (906,087)	\$ (42,846)	\$ (32,661)
Total Revenues Over (Under) Expenditures - Budgetary Basis	\$ 12,584	\$ 81,866	\$ (1,857)	\$ (962)	\$ 91,631	\$ 3,721		\$ 44,655	\$ (76,851)	\$ 168,483

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

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

Village of Oak Brook
Monthly Operating Statement
Open Fields Operations
For the Period Ending January 31, 2026

	815 Polo	816 Open Fields	1/31/26 YTD Total	1/31/26 YTD Amended Budget	1/31/26 % of YTD Amended Budget	2026 Adopted Budget	1/31/25 YTD Total	Difference Prior Year
<u>OPERATING REVENUES</u>								
Field Rentals	\$ -	\$ -	\$ -	\$ 17,000	0.0%	\$ 204,000	\$ 2,500	\$ (2,500)
Range Rentals	-	-	-	-	N/A	-	-	-
Other Revenue	-	-	-	-	N/A	-	-	-
Total Operating Revenues	\$ -	\$ -	\$ -	\$ 17,000	0.0%	\$ 204,000	\$ 2,500	\$ (2,500)
<u>OPERATING EXPENDITURES</u>								
Personnel	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	\$ -	\$ -
Materials & Supplies	-	-	-	791	0.0%	9,490	-	-
Operational & Contractual	-	-	-	6,444	0.0%	77,322	244	(244)
Capital	-	-	-	16,667	0.0%	200,000	-	-
Total Operating Expenditures	\$ -	\$ -	\$ -	\$ 23,901	0.0%	\$ 286,812	\$ 244	\$ (244)
B&T Administration Overhead Allocation*	\$ -	\$ (6,758)	\$ -	(6,758)	0.0%	\$ (81,090)	\$ (4,646)	\$ 4,646
Total Revenues Over (Under) Expenditures - Budgetary Basis	\$ -	\$ (6,758)	\$ -	\$ (13,659)	0.0%	\$ (163,902)	\$ (2,390)	\$ 2,390

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

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

Village of Oak Brook
Monthly Operating Statement
Bath & Tennis Clubhouse Operations
For the Period Ending January 31, 2026

	821 B&T Clubhouse	1/31/26 YTD Amended Budget	1/31/26 % of YTD Amended Budget	2026 Adopted Budget	1/31/25 YTD Total	Difference Prior Year
<u>OPERATING REVENUES</u>						
Rentals	\$ 21,231	\$ 20,000	106.2%	\$ 240,000	\$ 13,203	\$ 8,028
Other Revenue	-	-	0.0%	-	-	-
Total Operating Revenues	\$ 21,231	\$ 20,000	106.2%	\$ 240,000	\$ 13,203	\$ 8,028
<u>OPERATING EXPENDITURES</u>						
Personnel	\$ -	\$ -	N/A	\$ -	\$ -	\$ -
Materials & Supplies	-	417	0.0%	5,000	-	-
Operational & Contractual	-	5,288	0.0%	63,450	700	(700)
Capital	-	-	N/A	-	-	-
Total Operating Expenditures	\$ -	\$ 5,704	0.0%	\$ 68,450	\$ 700	\$ (700)
B&T Administration Overhead Allocation*	\$ (14,236)	(14,236)	100.0%	\$ (170,832)	\$ (10,075)	\$ (4,161)
Operating Revenues Over (Under) Expenditures	\$ 6,995	\$ 60	11690.0%	\$ 718	\$ 2,428	\$ 4,567
Total Revenues Over (Under) Expenditures - Budgetary Basis	\$ 6,995	\$ 60		\$ 718	\$ 2,428	\$ 4,567

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

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

Village of Oak Brook
Monthly Operating Statement
Golf Club Programs
For the Period Ending January 31, 2026

	823 Golf Café	831 Golf General Operation	832 Golf Learning & Practice	833 Golf Cart Operations	834 Golf Course Maintenance	844 Golf Surcharge	1/31/26 YTD Total	1/31/26 YTD Amended Budget	1/31/26 % of YTD Amended Budget	2026 Adopted Budget	1/31/25 YTD Total	Difference Prior Year
<u>OPERATING REVENUES</u>												
Memberships	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 33,598	0.0%	\$ 403,175	\$ 5,775	\$ (5,775)
Greens Fees	-	-	-	-	-	-	-	145,167	0.0%	1,742,000	-	-
Pro Shop Sales	-	350	-	-	-	-	350	15,000	2.3%	180,000	1,201	(851)
Golf Lessons	-	-	-	-	-	-	-	8,333	0.0%	100,000	-	-
Driving Range Fees	-	-	9,139	-	-	-	9,139	64,917	14.1%	779,000	11	9,128
Rentals	3,060	-	4,250	-	-	-	7,310	57,039	12.8%	684,470	2,750	4,560
Food Sales	885	-	-	-	-	-	885	9,146	9.7%	109,750	-	885
Beverage Sales	-	-	-	-	-	-	-	-	N/A	-	884	(884)
Golf Surcharge	-	-	-	-	-	-	-	20,833	0.0%	250,000	-	-
Other Revenue	-	-	-	-	-	-	-	2,500	0.0%	30,000	1,270	(1,270)
Total Operating Revenues	\$ 3,945	\$ 350	\$ 13,389	\$ -	\$ -	\$ -	\$ 17,684	\$ 356,533	5.0%	\$ 4,278,395	\$ 11,891	\$ 5,794
<u>OPERATING EXPENDITURES</u>												
Personnel	\$ -	\$ 20,365	\$ -	\$ 89	\$ 32,246	-	\$ 52,701	\$ 123,755	42.6%	\$ 1,485,063	\$ 52,918	\$ (218)
Materials & Supplies	-	89	-	-	1,792	-	1,881	34,566	5.4%	414,797	547	1,334
Operational & Contractual	-	4,174	-	-	10,117	-	14,291	33,758	42.3%	405,090	9,398	4,893
Other	-	-	-	-	-	-	-	-	N/A	-	-	-
Capital	-	-	-	-	-	-	-	56,962	0.0%	683,542	-	-
Total Operating Expenditures	\$ -	\$ 24,628	\$ -	\$ 89	\$ 44,156	\$ -	\$ 68,873	\$ 249,041	27.7%	\$ 2,988,492	\$ 62,863	\$ 6,009
Operating Revenues Over (Under) Expenditures	\$ 3,945	\$ (24,278)	\$ 13,389	\$ (89)	\$ (44,156)	\$ -	\$ (51,188)	\$ 107,492	-47.6%	\$ 1,289,903	\$ (50,972)	\$ (216)
B&T Administration Overhead Allocation*	\$ -	\$ (58,519)	\$ -	\$ -	\$ -	\$ -	\$ (58,519)	(58,519)	100.0%	\$ (702,232)	\$ (39,949)	\$ (18,570)
<u>INTERFUND TRANSACTIONS</u>												
Reimbursement To General Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	0.0%	\$ -	\$ -	-
Total Interfund Transactions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	\$ -	\$ -	\$ -	-
Total Revenues Over (Under) Expenditures - Budgetary Basis	\$ 3,945	\$ (82,797)	\$ 13,389	\$ (89)	\$ (44,156)	\$ -	\$ (109,707)	\$ 48,973		\$ 587,671	\$ (90,921)	\$ (18,786)

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



ITEM 6.D.1.

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

AGENDA ITEM

Board of Trustees Regular Meeting
of
February 24, 2026

SUBJECT: Sports Core Commodities

FROM: Art Segura, Sports Core Director

BUDGET SOURCE/BUDGET IMPACT: Program #813, #816, #832, and #834 (Sports Core) — \$196,312.00 is budgeted across various accounts within the Sports Core Maintenance Operation.

RECOMMENDED MOTION: I move that the Village Board authorize staff to obtain bids for sports core commodities.

Background/History:

Staff seeks authorization to obtain bids for sports core commodities. These commodities include pesticides, herbicides, fungicides, sod, seed, tennis clay, and course supplies; all as detailed in the attached. All of these items are included in the 2026 budget under Program #813, #816, #832, and #834.

Recommendation:

Staff recommends that the Village Board authorize staff to obtain bids for sports core commodities pending final attorney review and approval.

Attachments:

1. OAK BROOK GOLF COURSE COMMODITIES SPECIFICATIONS 2026

OAK BROOK GOLF COURSE COMMODITIES SPECIFICATIONS 2026

COURSE SUPPLIES

Estimated Quantity	Unit	Brand Name	Description	Price/Unit	Extended Price
22	Ton	Har-True Clay Tennis Material	Unit Price Will Include Delivery, Prep, and Installation of Tennis Material on 8 Clay Tennis Courts With "Designer" Tennis Tape		
3500	Variety of	All Standard Products	% Off Catalog Price		
3500	Variety of	All Par Aid Products	% Off Catalog Price		
10	Case	Seymour	Red (12/17 oz. cans per case)		
2	Case	Seymour	Yellow (12/17 oz. cans per case)		
20	Case	Seymour	White (12/117 oz. cans per case)		
10	Case	Seymour	Athletic White 12/17oz		

SEED

Estimated Quantity	Unit	Brand Name	Description	Price/Unit	Extended Price
15	Bucket (25 lb.)	Penncross	Certified Penn Cross 2.0 Seed		
15	Bucket/25lb	Crystal	Crystal Bluelinks Bentgrass		
150	Bag (50 lb.)	Remington Range	Certified Ryegrass Blend		
50	Bag (50 lb.)	Double Eagle	Certified Ryegrass blend		
50	Bag (50 lb.)	Advanced	Bluegrass/Ryegrass 50/50		
50	Bag (50 lb.)	Advanced	GLR Ryegrass		
50	Bag (50 lb.)	Advanced	RPR Ryegrass		

PESTICIDES, MISCELLANEOUS CHEMICALS

Estimated Quantity	Unit	Brand Name	Description	Price/Unit	Extended Price
25	Case	Chlorothalonil 720	Fungicide (2 x 2.5 gal)		
1	Case	Tebuconazole	Fungicide (4 x 1 gallon Case)		
1	Case	Exteris Stressguard	Fungicide (2 x 2.5 gal)		
1	Case	Banol	Fungicide (2x2.5gal)		
1	Case	Signature Extra	Fungicide		
1	Case	Xzempler	Fungicide (2 x 114 fl. oz.)		
1	Case	Segway	Fungicide (39.2oz)		
1	Case	Tourney	Fungicide (4 x 5 lbs. case)		
1	Case	Velista	Fungicide (2 x 1 gal)		
1	Bag	Dylox	Insecticide (50 lbs.)		
1	Case	Primo Maxx 1EC	Poa Annua Control (2 x 1gal)		
2	Case	Proxy	Growth Retardant (2 x 2.5 gal)		
1	Case	Legacy	Growth Retardent		
1	Case	Atexzo	Insecticide		
1	Case	Cyanora	Insecticide (8 qt/case)		
1	16 oz.	Pylex	Herbicide (2 x 8oz)		
5	Case	Confront	Herbicide (4 x 1 gal/case)		
1	Case	SpeedZone	Herbicide (2 x 2.5 gal/case)		
1	Case	Specticle	Herbicide		
1	Case	Q4 Plus	Herbicide (2 x 2.5 gal)		

1	2.5 Gal	Dimension 2EW	Pre-Emergent Herbicide 2.5g		
1	Case	All Star	Herbicide (2x2.5gal)		
1	Case	SureGuard	Herbicide		
1	Case	Eliminate-D	Herbicide for Bentgrass		
10	Case	Optiwet	Optiwet max (2 x 2.5 gal)		
1	Case	TurfGold	(2 x 2.5 gal)		

FERTILIZERS

Estimated Quantity	Unit	Brand Name	Description	Price/Unit	Extended Price
1	Bag (50 lbs.)	Country Club	0-0-24 MD		
100	Bag (40 lbs.)	Andersons	18-9-18 Contec DG/Gen 3		
100	Bag (50 lbs.)	Lebanon Proscape	24-0-8 40%PCU w/.067%Acelepryn/.167% Dimension		
1	Bag 50 lb	Lebanon	21-22-4 w/.08 MESO		
500	Bag (50 lbs.)	Duration CR	20-00-20 75%Duration 90/SOP/Sgn 250		
200	Bag	Tyler	25-0-8 /.5 Barricade/sgn150/75%Surfn3/Sop		
200	Bag	Tyler/Acelepryn Extra/ Dimension	17-0-5/.067Acelepryn Extra/.167 dimension		



ITEM 6.D.2.

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

AGENDA ITEM

Board of Trustees Regular Meeting
of
February 24, 2026

SUBJECT: 2026 Streets Improvements Project

FROM: Tim O'Malley, Public Works Director

BUDGET SOURCE/BUDGET IMPACT: \$2,020,000.00 is included in the FY2026 Budget in account # 461-90700.

RECOMMENDED MOTION: I move that the Village Board authorize staff to seek bids for the 2026 Streets Improvement project.

Background/History:

The project consists of pavement rehabilitation for the Village's 2026 Streets Improvement project. Approximately 2.27 miles of roadway are anticipated to be included in this project. It is anticipated that the method of rehabilitation shall be patching, milling, micro surface treatments, and resurfacing with curb and shoulder spot repairs. Aggregate shoulders shall also be reestablished, and ADA curb ramps shall be upgraded where needed. The locations of the street improvements are in the Woodside and Forest Glen subdivisions.

Recommendation:

Staff recommends that the Village Board authorize staff to seek bids for the 2026 Streets Improvement project.

Attachments:

1. RFP-2026 Streets Combined

Request for Proposals For Professional Consulting Engineering Services

2026 Streets Improvement

Village of Oak Brook

Issued: **Tuesday, October 14, 2025**

Responses Due: **Tuesday, November 4, 2025, 3:00 P.M.**

I. Project Information

- A. Statement of Need – The Village of Oak Brook is requesting a proposed scope of services and fee proposal from its shortlist of qualified consulting firms to perform Design Engineering and Construction Inspection for the 2026 Streets Improvement project.
- B. Project Description and Requirements – This project consists of pavement rehabilitation for the Village's 2026 Streets Improvement project. Approximately 2.27 miles of roadway are anticipated to be included in this project. It is anticipated that the method of rehabilitation shall be patching, milling, and resurfacing with curb and shoulder spot repairs. Curb ramps adjacent to roadways that are rehabilitated shall be reviewed for ADA/PROWAG compliance. If the ramps are non-compliant, they shall also be included in the project.

A location map for the anticipated roadways of the 2026 program is included in **Attachment 1**. Existing information regarding pavement condition collected in 2024 and recommended method of rehabilitation as well as potential limits on some of the roadways are included in **Attachment 2**.

The list of roadways anticipated to be included is as follows:

- | | |
|--------------------|-------------------|
| • Abbeywood Court | • Palisades Drive |
| • Burr Oak Court | • Royal Glen Lane |
| • Forest Glen Lane | • Wildwood Court |
| • Glenoble Court | • Wood Glen Lane |
| • Hickory Drive | • Woodridge Drive |
| • Knollwood Court | • Woodside Drive |
| • Lakewood Court | • Woodview Court |
| • Meadowood Drive | |

The selected consultant will prepare Design Plans, Technical Specifications, and Cost Estimates for the project and provide bidding assistance. If the preliminary cost estimates indicate that the planned scope of work will exceed the Village budget, the consultant shall assist the Village with selecting streets to be listed as additive bid items. The selected consultant will also provide Construction Engineering services.

Engineering phases of the project are anticipated to use local funds. Construction may use MFT funds. The project must adhere to Village, IDOT, IEPA, and DuPage County standards as required.

- C. Scope of Services – The selected consultant shall provide design engineering and construction observation services as required in a professional and satisfactory manner. The anticipated scope of services shall include but is not limited to the following items. **Respondents shall clearly identify any additional work item(s) that are believed to be missing from this list as well as identify any item(s) below believed to be not necessary.** Respondents may also add to the list of “items not included” as appropriate.

Design Engineering

Item 1 – Field Evaluation. Perform a field evaluation of the condition of existing pavements, drainage features, utilities, and other existing features.

Item 2 – Topographic Survey. Perform a topographic survey to the extent the consultant deems necessary along the project limits for the purposes of developing base design drawings and contract plans.

Item 3 – Preliminary Utility Coordination. Identify public and private utilities within the project limits and the locations of these facilities.

Item 4 – Preliminary Design. Develop preliminary rehabilitation methods and cost estimate for rehabilitation. A preliminary cost estimate is required at this level in order to assist the Village with budgeting for the project. Preliminary plan sheets should be submitted.

Item 5 – Preliminary Design Meetings. Prepare for, coordinate, and attend one Village staff meeting to present and review the rehabilitation concepts and cost estimate.

Item 6 – Environmental Coordination and Permitting. For permits that require forms, plans, and/or specifications to be submitted, Consultant shall provide these materials in advance of any permit submittal with sufficient time for Village review.

- a. Environmental Survey – Prepare EcoCAT and wetland delineations, if required.
- b. NPDES, SWPPP, IEPA – Complete SWPPP and NOI and obtain NPDES permit from IEPA if necessary.
- c. DuPage County Stormwater – Permit may be required for wetlands, erosion control, and storm water.

Item 7 – CCDD Documentation. Perform any required testing to classify excavated material as suitable or not suitable for disposal at a Clean Construction and Demolition Debris (CCDD) facility. Results shall include required IEPA LPC 662/663 forms to be included in the bidding documents.

Item 8 – Geotechnical Report. Obtain pavement cores of the surface and base material, evaluate the composition of the existing pavement material and condition within the project limits, and include recommendations for pavement rehabilitation. Evaluate condition of underlying soils to provide information on recommended areas for undercuts.

Item 9 – Estimates of Cost and Time. At Pre-final (95%) and Final (100%) milestone submittals, prepare summary of quantities, estimate of time, and an engineer's estimate of cost at Pre-final and Final milestone submittals.

Item 10 – Special Provisions and Bidding Documents. Prepare special provisions in accordance with Village guidelines to specify items not covered by the IDOT Standard Specifications for Road and Bridge Construction for inclusion in the bid book that will also include the Village's standard bidding documents.

Item 11 – Contract Plans, Special Provisions, and Bidding Documents. Complete bidding documents to include the required plan sheets. Complete Bid Contract Proposal to include the following forms: Notice to Bidders, Schedule of Prices. Pre-final (95%) and Final (100%) submittals are anticipated for this project. Disposition of review comments shall be provided with all resubmittals. The Pre-final and Final submittals shall be made to the Village with sufficient time for Village review and comment. Project shall not be advertised prior to staff confirmation that the project is ready to advertise.

Item 12 – Utility Coordination. Submit pre-final plans to utility companies so conflicts and relocation efforts can be identified. Coordinate utility relocation for conflicts within public right-of-way.

Item 13 – QC/QA. Perform in-house peer and milestone reviews by senior staff during project initiation, preliminary, pre-final, and final submittals. Provide ongoing reviews of permitting and utility coordination efforts. Conduct milestone reviews of sub-consultants and provide feedback throughout the progress of work. The Village will provide a monthly project report form for the Consultant to complete at the start of each month that documents at a minimum: work performed in the past month and anticipated for the upcoming month, issues to be resolved, input or materials requested, delays in performing work, scope changes, current schedule, and budget progress.

Item 14 – IDOT Coordination. Submittals for coordination with IDOT as applicable for MFT funded projects. Project plans and specifications shall not be sent to IDOT without Village staff having completed a review of these items.

Item 15 – Bidding Assistance. Provide electronic PDF documents for bidding and assist the Village in solicitation of bids. Bidding documents shall be posted on OpenGov. The Village will provide access to the consultant to review and edit the project on OpenGov as needed. Consultant shall provide responses to Contractor questions. Consultant shall evaluate bids, review tabulation of bids, and

make a recommendation to the Village for an award. Obtain signed contracts, bonds, and other documents from the contractor as required to execute the construction contract.

Construction Inspection

Item 1 – Pre-Construction Services. Facilitate pre-construction meetings, prepare and circulate minutes. Review contractor's construction schedule for compliance with contract documents. Provide communication letters to residents and business for Village review. Distribution of these letters may require printing and delivering by the consultant.

Item 2 – Submittal Review. Review and approve submittals from the contractor for conformance with plans and specifications.

Item 3 – Construction Observation. Provide one full-time Resident Engineer for the duration of construction. **For the purposes of this fee proposal, estimate a minimum of 9 hours per day for 50 working days, for a total of 450 hours.** This is a rough estimate subject to revision depending on the scope of work developed in the Preliminary and Design Engineering phases. Consultant shall email a weekly update that summarizes the construction work completed and provides an overview of work anticipated the next week.

Item 4 – Material Testing/Geotechnical Services. Ensure QC/QA procedures are met for asphalt, concrete, and other construction materials.

Item 5 – Post-Construction Services. Finalize a set of record/as-built drawings. After all Contractor obligations are fulfilled, prepare a final pay request for the Village's approval.

Items Not Included:

- Plats, appraisals, and/or negotiations for easements if necessary.
- Other items to be listed by respondents as necessary.

- D. Desired Project Timeline – The Village desires to let the project in spring 2026 for construction completion in October 2026.

II. Submittal Requirements

- A. Terms and Conditions – **Attachment 4** contains the terms and conditions that will apply to this contract, for information only, to be completed by the selected consultant after selection.
- B. Scope and Fee Estimate Format – The following items are requested as part of this RFP. Maximum numbers of pages are listed in parentheses. If used, cover pages and dividers do not count against page limits.

**Request for Proposals for Professional Consulting Engineering Services: 2026 Streets Improvement
Village of Oak Brook**

- Cover Letter (2 pages)
 - Project Understanding and Approach (5 pages)
 - Scope of Services (as listed in Section I.C. above)
 - List of Key Personnel and Roles and Project Organization Chart (3 pages)
 - List of three representative projects with contact names (1 page)
 - Project Schedule with Milestones (1 page)
 - Cost Estimate of Consultant Services (using format provided in **Attachment 3**)
 - Consultant shall, at a minimum, include each scope item listed above in their CECS table, but is encouraged to provide sub tasks as needed. This table should also clearly identify any additions or deletions as noted in the first paragraph of Section I.C above.
 - Direct Costs and Subconsultant Expenses Table (using format provided in **Attachment 3**)
 - If necessary, Subconsultant Qualifications, Scopes, Personnel, CECS, etc. to be included in appendices.
- C. Submittal Format and Address – Responses shall be submitted through the OpenGov online portal.
- D. Closing Date – The closing date and time for receipt of proposals is listed in the timeline below. After this time, additional submittals will not be accepted. The Village reserves the right to reject any or all proposals, to waive technical or legal deficiencies, to proceed or not to proceed with any subsequent process, or to negotiate, without further process, any contract as may be in the best interest of the Village.
- E. Questions – Questions are strongly encouraged. All questions shall be submitted through the OpenGov online portal. Questions will be accepted until the date and time listed in the timeline below. All questions and responses will then be compiled and posted on the OpenGov online portal in one general response memorandum by the date and time listed in the timeline below.

Review and Selection Process

Village staff will review submitted proposals and consider the most responsive and responsible consultant with the lowest fee proposal. The Village reserves the right to reject any or all proposals, to waive technical or legal deficiencies, to proceed or not to proceed with any subsequent process, or to negotiate, without further process, any contract as may be in the best interest of the Village. The Village reserves the right to request clarification of information submitted, request additional information, and make such inquiries regarding the firms' qualifications and reputation as it deems necessary to evaluate the proposal. The Village will develop a contract agreement that will be brought to the Village Board for approval. **Attachment 4** contains the contract template to be completed by the selected consultant.

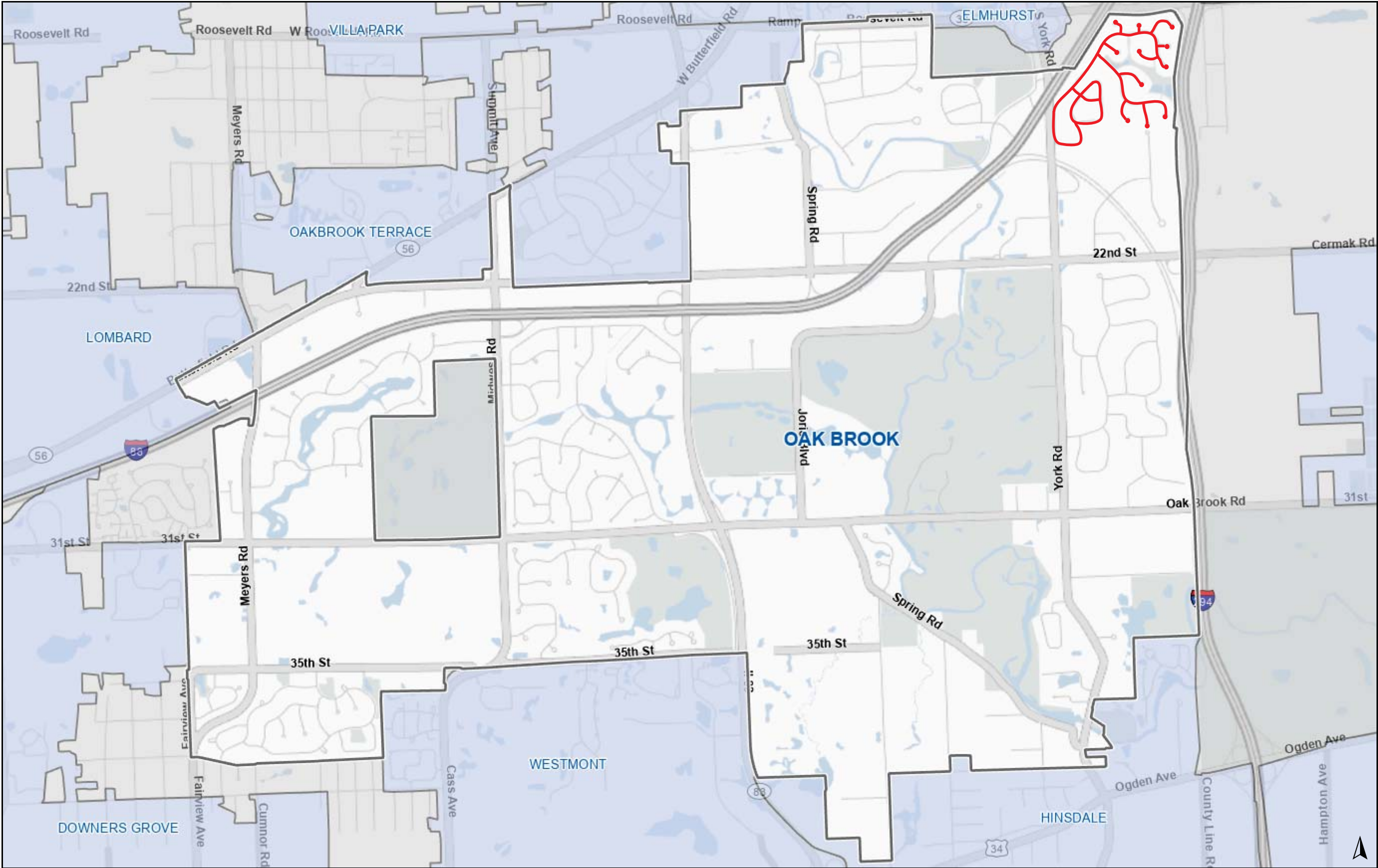
**Request for Proposals for Professional Consulting Engineering Services: 2026 Streets Improvement
Village of Oak Brook**

Anticipated RFP Timeline:

- | | |
|--|--|
| • RFP Released | Tuesday, October 14, 2025 |
| • Questions Due | Tuesday, October 21, 2025, 3:00 P.M. |
| • Issuance of Responses to Questions | Thursday, October 23, 2025, 3:00 P.M. |
| • Proposal Due | Tuesday November 4, 2025, 3:00 P.M. |
| • Staff Selection/Start Contract Negotiation | Tuesday, November 11, 2025 |
| • Draft Board Recommend/Agenda Packet | Friday, November 21, 2025 |
| • Final Board Recommend/Agenda Packet Due | Wednesday, December 3, 2025 |
| • Board Approval | Tuesday, December 9, 2025 |
| • Verbal Notice to Proceed | Wednesday, December 10, 2025 |
| • Contract Signatures Finalized by | Tuesday, December 16, 2025 |

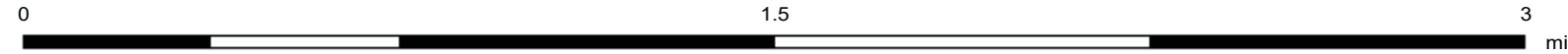
ATTACHMENT 1

Location Map



Legend

Anticipated 2026 Street Improvements



Print Date: 8/13/2024

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

Notes

ATTACHMENT 2

Existing Pavement Condition
Information

Recommended 5-Year Street Rehabilitation Plan (\$1.96M Budget)

Includes Resurfacing, Patching and Micro surfacing

Street	From	To	Width (FT)	Length (FT)	Area (SQ FT)	Curbed?	Project Type	PASER
Abbeywood Ct	Wood Glen Ln	Abbeywood Ct	25	376.87	9,422	Yes	Resurfacing	5
Burr Oak Ct	Forest Glen Ln	Burr Oak Ct	22	481.20	10,587	Yes	Resurfacing	6
Glenoble Ct	Wood Glen Ln	Glenoble Ct	24	612.56	14,702	Yes	Resurfacing	5
Hickory Dr	Meadowood Dr	Wood Glen Ln	22	939.41	20,667	Yes	Resurfacing	5
Lakewood Ct	Forest Glen Ln	Lakewood Ct	24	562.98	13,512	Yes	Resurfacing	6
Meadowood Dr	Woodside Dr	Hickory Dr	22	887.91	19,534	Yes	Resurfacing	4
Meadowood Dr	Hickory Dr	Woodside Dr	22	670.98	14,762	Yes	Resurfacing	6
Wildwood Ct	Forest Glen Ln	Wildwood Ct	28	466.65	13,067	Yes	Resurfacing	5
Wood Glen Ln	Wood Glen Ln	Forest Glen Ln	26	2172.33	56,481	Yes	Resurfacing	6
Wood Glen Ln	Forest Glen Ln	Woodside Dr	26	874.11	22,727	Yes	Resurfacing	6
Wood Glen Ln	Woodside Dr	Wood Glen Ln	26	964.46	25,076	Yes	Resurfacing	6
Wood Glen Ln	Frontage Rd	Wood Glen Ln	35	98.10	3,434	Yes	Resurfacing	6
Wood Glen Ln	Wood Glen Ln	Hickory Dr	26	1313.51	34,152	Yes	Resurfacing	6
Wood Glen Ln	Wood Glen Ln	Wood Glen Ln	26	376.54	9,790	Yes	Resurfacing	6
Woodside Dr	Meadowood Dr	Wood Glen Ln	22	272.02	5,985	Yes	Resurfacing	4
Woodside Dr	Hickory Dr	Meadowood Dr	22	439.61	9,672	Yes	Resurfacing	5
Woodview Ct	Wood Glen Ln	Woodview Ct	24	501.71	12,041	Yes	Resurfacing	6

ATTACHMENT 3

CECS Template

**2026 Streets Improvement
Village of Oak Brook**

Cost Estimate of Consultant Services

Item No.	Task	Staff Classifications & Workhours							Total Workhours	% of Workhours	Labor Fee
		Employee Class	Employee Class	Employee Class	Employee Class	Employee Class	Employee Class	Employee Class			
	Billing Rate	\$0	\$0	\$0	\$0	\$0	\$0	\$0			
DESIGN ENGINEERING											
1	Field Evaluation										
	a. Sub-item	0	0	0	0	0	0	0	0		
	b. Sub-item	0	0	0	0	0	0	0	0		
	c. Sub-item	0	0	0	0	0	0	0	0		
	Item 1 Subtotal	0	0	0	0	0	0	0	0	100.0%	\$0.00
2	Topographic Survey										
	a. Sub-item	0	0	0	0	0	0	0	0		
	b. Sub-item	0	0	0	0	0	0	0	0		
	c. Sub-item	0	0	0	0	0	0	0	0		
	Item 2 Subtotal	0	0	0	0	0	0	0	0	0.0%	\$0.00
3	Preliminary Utility Coordination										
	a. Sub-item	0	0	0	0	0	0	0	0		
	b. Sub-item	0	0	0	0	0	0	0	0		
	c. Sub-item	0	0	0	0	0	0	0	0		
	Item 3 Subtotal	0	0	0	0	0	0	0	0	0.0%	\$0.00
4	Preliminary Design										
	a. Sub-item	0	0	0	0	0	0	0	0		
	b. Sub-item	0	0	0	0	0	0	0	0		
	c. Sub-item	0	0	0	0	0	0	0	0		
	Item 4 Subtotal	0	0	0	0	0	0	0	0	0.0%	\$0.00
5	Preliminary Design Meetings										
	a. Sub-item	0	0	0	0	0	0	0	0		
	b. Sub-item	0	0	0	0	0	0	0	0		
	c. Sub-item	0	0	0	0	0	0	0	0		
	Item 5 Subtotal	0	0	0	0	0	0	0	0	0.0%	\$0.00
6	Environmental Coordination and Permitting										
	a. Sub-item	0	0	0	0	0	0	0	0		
	b. Sub-item	0	0	0	0	0	0	0	0		
	c. Sub-item	0	0	0	0	0	0	0	0		
	Item 6 Subtotal	0	0	0	0	0	0	0	0	0.0%	\$0.00
7	CCDD Documentation										
	a. Sub-item	0	0	0	0	0	0	0	0		
	b. Sub-item	0	0	0	0	0	0	0	0		
	c. Sub-item	0	0	0	0	0	0	0	0		
	Item 7 Subtotal	0	0	0	0	0	0	0	0	0.0%	\$0.00
8	Geotechnical Report										
	a. Sub-item	0	0	0	0	0	0	0	0		
	b. Sub-item	0	0	0	0	0	0	0	0		
	c. Sub-item	0	0	0	0	0	0	0	0		
	Item 8 Subtotal	0	0	0	0	0	0	0	0	0.0%	\$0.00
9	Estimates of Cost and Time										
	a. Sub-item	0	0	0	0	0	0	0	0		
	b. Sub-item	0	0	0	0	0	0	0	0		
	c. Sub-item	0	0	0	0	0	0	0	0		
	Item 9 Subtotal	0	0	0	0	0	0	0	0	0.0%	\$0.00

**2026 Streets Improvement
Village of Oak Brook**

Cost Estimate of Consultant Services

Item No.	Task	Staff Classifications & Workhours							Total Workhours	% of Workhours	Labor Fee
		Employee Class	Employee Class	Employee Class	Employee Class	Employee Class	Employee Class	Employee Class			
10	Special Provisions and Bidding Documents										
a. Sub-item		0	0	0	0	0	0	0	0		
b. Sub-item		0	0	0	0	0	0	0	0		
c. Sub-item		0	0	0	0	0	0	0	0		
	Item 10 Subtotal	0	0	0	0	0	0	0	0	0.0%	\$0.00
11	Contract Plans, Special Provisions, and Bidding Documents										
a. Sub-item		0	0	0	0	0	0	0	0		
b. Sub-item		0	0	0	0	0	0	0	0		
c. Sub-item		0	0	0	0	0	0	0	0		
	Item 11 Subtotal	0	0	0	0	0	0	0	0	0.0%	\$0.00
12	Utility Coordination										
a. Sub-item		0	0	0	0	0	0	0	0		
b. Sub-item		0	0	0	0	0	0	0	0		
c. Sub-item		0	0	0	0	0	0	0	0		
	Item 12 Subtotal	0	0	0	0	0	0	0	0	0.0%	\$0.00
13	QC/QA										
a. Sub-item		0	0	0	0	0	0	0	0		
b. Sub-item		0	0	0	0	0	0	0	0		
c. Sub-item		0	0	0	0	0	0	0	0		
	Item 13 Subtotal	0	0	0	0	0	0	0	0	0.0%	\$0.00
14	IDOT Coordination										
a. Sub-item		0	0	0	0	0	0	0	0		
b. Sub-item		0	0	0	0	0	0	0	0		
c. Sub-item		0	0	0	0	0	0	0	0		
	Item 14 Subtotal	0	0	0	0	0	0	0	0	0.0%	\$0.00
15	Bidding Assistance										
a. Sub-item		0	0	0	0	0	0	0	0		
b. Sub-item		0	0	0	0	0	0	0	0		
c. Sub-item		0	0	0	0	0	0	0	0		
	Item 15 Subtotal	0	0	0	0	0	0	0	0	0.0%	\$0.00
CONSTRUCTION INSPECTION											
1	Pre-Construction Services										
a. Sub-item		0	0	0	0	0	0	0	0		
b. Sub-item		0	0	0	0	0	0	0	0		
c. Sub-item		0	0	0	0	0	0	0	0		
	Item 1 Subtotal	0	0	0	0	0	0	0	0	0.0%	\$0.00
2	Submittal Review										
a. Sub-item		0	0	0	0	0	0	0	0		
b. Sub-item		0	0	0	0	0	0	0	0		
c. Sub-item		0	0	0	0	0	0	0	0		
	Item 2 Subtotal	0	0	0	0	0	0	0	0	0.0%	#REF!
3	Construction Observation										
a. Sub-item		0	0	0	0	0	0	0	0		
b. Sub-item		0	0	0	0	0	0	0	0		
c. Sub-item		0	0	0	0	0	0	0	0		
	Item 3 Subtotal	0	0	0	0	0	0	0	0	0.0%	\$0.00

2026 Streets Improvement
Village of Oak Brook

Cost Estimate of Consultant Services

Item No.	Task	Staff Classifications & Workhours							Total Workhours	% of Workhours	Labor Fee
		Employee Class	Employee Class	Employee Class	Employee Class	Employee Class	Employee Class	Employee Class			
4	Material Testing/Geotechnical Services										
a.	Sub-item	0	0	0	0	0	0	0	0		
b.	Sub-item	0	0	0	0	0	0	0	0		
c.	Sub-item	0	0	0	0	0	0	0	0		
Item 4 Subtotal		0	0	0	0	0	0	0	0	0.0%	\$0.00
5	Post-Construction Services										
a.	Sub-item								0		
b.	Sub-item								0		
c.	Sub-item								0		
Item 5 Subtotal		0	0	0	0	0	0	0	0	0.0%	\$0.00
Project Totals		0	0	0	0	0	0	0	0	100.0%	
% of Workours:		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%		
										Total Labor Fee	\$0.00
										Total Direct Costs	\$0.00
										Total Subconsultants	\$0.00
										TOTAL PROJECT COST	\$0.00

**2026 Streets Improvement
Village of Oak Brook**

Summary of In-House Direct & Subconsultant Costs

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

1	Field Evaluation
---	------------------

Description

Description

Item 1 Subtotal

2	Topographic Survey
---	--------------------

Description

Description

Item 2 Subtotal

3	Preliminary Utility Coordination
---	----------------------------------

Description

Description

Item 3 Subtotal

4	Preliminary Design
---	--------------------

Description

Description

Item 4 Subtotal

5	Preliminary Design Meetings
---	-----------------------------

Description

Description

Item 5 Subtotal

6	Environmental Coordination and Permitting
---	---

Description

Description

Item 6 Subtotal

**2026 Streets Improvement
Village of Oak Brook**

Summary of In-House Direct & Subconsultant Costs

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

7	CCDD Documentation		
----------	---------------------------	--	--

Description
Description

Item 7 Subtotal

8	Geotechnical Report		
----------	----------------------------	--	--

Description
Description

Item 8 Subtotal

9	Estimates of Cost and Time		
----------	-----------------------------------	--	--

Description
Description

Item 9 Subtotal

10	Special Provisions and Bidding Documents		
-----------	---	--	--

Description
Description

Item 10 Subtotal

11	Contract Plans, Special Provisions, and Bidding Documents		
-----------	--	--	--

Description
Description

Item 11 Subtotal

12	Utility Coordination		
-----------	-----------------------------	--	--

Description
Description

Item 12 Subtotal

**2026 Streets Improvement
Village of Oak Brook**

Summary of In-House Direct & Subconsultant Costs

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

13	QC/QA		
-----------	--------------	--	--

Description
Description

Item 13 Subtotal

14	IDOT Coordination		
-----------	--------------------------	--	--

Description
Description

Item 14 Subtotal

15	Bidding Assistance		
-----------	---------------------------	--	--

Description
Description

Item 15 Subtotal

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

Description
Description

Item 1 Subtotal

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

Description
Description

Item 2 Subtotal

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

Description
Description

Item 3 Subtotal

2026 Streets Improvement
Village of Oak Brook

Summary of In-House Direct & Subconsultant Costs

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

4	Material Testing/Geotechnical Services		
---	--	--	--

Description
Description

Item 4 Subtotal

5	Post-Construction Services		
---	----------------------------	--	--

Description
Description

Item 5 Subtotal

--	--	--	--

Total In-House Direct Costs:	-
Total Subconsultant Costs:	-
TOTAL IN-HOUSE DIRECT & SUBCONSULTANT COSTS:	

ATTACHMENT 4

Future Agreement Template

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

In consideration of the agreements set forth below, the **Village of Oak Brook, Illinois**, 1200 Oak Brook Road, Oak Brook, Illinois 60523, a unit of local government created and existing under the laws of the State of Illinois (the "Owner" or "Village"), and _____, an engineering firm (the "Consultant"), make this Contract as of _____, 2025, and hereby agree as follows:

**ARTICLE I
THE SERVICES**

1.1 Performance of the Services

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

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

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

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

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

1.2 Completion Date

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

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

1.3 Required Submittals

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

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

1.4 Review and Incorporation of Contract Provisions

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

1.5 Financial and Technical Ability to Perform

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

1.6 Time

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

1.7 Consultant's Personnel and Sub-Consultants

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

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

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

1.8 Owner's Responsibilities

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

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

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

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

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

ARTICLE II

CHANGES AND DELAYS

2.1 Changes

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

2.2 Delays

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

2.3 No Constructive Service Change Orders

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

ARTICLE III

CONSULTANT'S RESPONSIBILITY FOR DEFECTIVE SERVICES

3.1 Representation of Compliance

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

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

3.2 Corrections

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

3.3 Risk of Loss

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

ARTICLE IV

INSURANCE; INDEMNIFICATION

4.1 Insurance

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

4.2 Indemnification

Consultant, without regard to the availability or unavailability of any insurance, either of Owner or Consultant, shall, to the fullest extent permitted by law, indemnify, save harmless, and reimburse Owner against any and all lawsuits,

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

ARTICLE V

PAYMENT

5.1 Contract Price

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

5.2 Taxes, Benefits and Royalties

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

5.3 Progress Payments

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

B. Pay Requests. Consultant shall, as a condition precedent to its right to receive each Progress Payment, submit to Owner an invoice accompanied by such receipts, vouchers, and other documents as may be necessary to reasonably establish Consultant's prior payment for all labor, material, and other things

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

5.4 Final Acceptance and Final Payment

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

5.5 Deductions

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

this Contract. Owner shall notify Consultant in writing given in accordance with Section 7.8 of this Contract of Owner's determination to deduct and withhold funds, which notice shall state with specificity the amount of, and reason or reasons for, such deduction and withholding.

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

5.6 Accounting

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

ARTICLE VI

REMEDIES

6.1 Owner's Remedies

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

1. Owner may require Consultant, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the Services that are defective, nonconforming, or incomplete and to such other action as is necessary to bring Consultant and the Services into compliance with this Contract.

2. Owner may terminate this Contract without liability for further payment of amounts due or to become due under this Contract.
3. Owner may recover from Consultant any and all costs, including reasonable attorneys' fees, incurred by Owner as the result of any Event of Default or as a result of actions taken by Owner in response to any Event of Default.

6.2 Consultant's Remedy

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

6.3 Terminations and Suspensions by Owner Deemed for Convenience

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

ARTICLE VII

LEGAL RELATIONSHIPS AND REQUIREMENTS

7.1 Binding Effect

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

7.2 Relationship of the Parties

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

7.3 No Collusion

Consultant hereby represents and certifies that Consultant is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of

Revenue unless Consultant is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of the tax, as set forth in 65 ILCS 5/11-42.1-1; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.* Consultant hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to Owner prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Consultant has, in procuring this Contract, colluded with any other person, firm, or corporation, then Consultant shall be liable to Owner for all loss or damage that Owner may suffer thereby, and this Contract shall, at Owner's option, be null and void.

7.4 Assignment

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

7.5 Confidential Information

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

7.6 No Waiver

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

7.7 No Third-Party Beneficiaries

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

7.8 Notices

All notices required or permitted to be given under this Contract shall be in writing and shall be deemed received by the addressee thereof when delivered in person on a business day at the address set forth below or after being deposited in the United States mail, for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested.

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

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

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

Attention: _____

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

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

7.9 Governing Laws

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

7.10 Changes in Laws

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

7.11 Compliance with Laws and Grants

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

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

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

7.12 Ownership of Documents

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

7.13 Time

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

7.14 Severability

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

7.15 Entire Agreement

This Contract sets forth the entire agreement of Owner and Consultant with respect to the accomplishment of the Services and the payment of the Contract Price therefor, and there are no other understandings or agreements, oral or written, between Owner and Consultant with respect to the Services and the compensation therefor. The proposal attached as Attachment A is attached hereto for reference only and other than as specifically referred to and incorporated herein, the terms and conditions set forth in the proposal do not form part of this Agreement.

7.16 Amendments

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

7.17 Attachments

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

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

VILLAGE OF OAK BROOK

By:

Greg Summers
Village Manager

Attest:

By:

Netasha Scarpiniti
Village Clerk

COMPANY NAME

By: _____

Name: _____

Title: _____

Attest:

By: _____

Name: _____

Title: _____

ATTACHMENT A

PROPOSAL SUBMITTED BY _____
DATED _____

ATTACHMENT B

INSURANCE REQUIREMENTS

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

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

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

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

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

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

- D. General Liability and Automobile Liability Coverage -

- (1) The Village, its officers, officials, employees, and volunteers are to be covered as **additional insureds** as respects: liability arising out of activities performed by or on behalf of the Insured; premises owned, occupied, or used by the Insured. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, officials, employees, volunteers, or agents.
- (2) The Insured's insurance coverage shall be primary insurance as respects the Village, its officers, officials, employees, volunteers, and agents. Any insurance or self-insurance maintained by the Village, its officers, officials, employees, volunteers, or agents, shall be in excess of the Insured's insurance and shall not contribute with it.
- (3) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officers, officials, employees, volunteers, or agents.
- (4) The Insured's insurance shall apply separately to each covered party against whom claim is made or suit is brought except with respect to the limits of the insurer's liability.

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

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

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

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

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



ITEM 6.E.1.

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

AGENDA ITEM

Board of Trustees Regular Meeting
of
February 24, 2026

SUBJECT: 1901 22nd Street – Costco – Side and Rear Yard Setback Variations

FROM: Rebecca Von Drasek, Development Services Director

BUDGET SOURCE/BUDGET IMPACT: N/A

RECOMMENDED MOTION: I move to refer the request for variation from side and rear yard setbacks at 1901 22nd Street (Costco) to the Planning & Zoning Commission for a public hearing and recommendation.

Background/History:

Brad Prischman, V3 Companies, representative for owners of the property, has submitted a zoning variation request to allow a reduction in the side yard from 30-feet to approximately 26-feet and the rear yard setback from 40-feet to approximately 30-feet. The property is zoned B-3 – Business District. The subdivision, Eastman Kodak Subdivision (R95-76627) depicts the building setbacks. A variation is requested due to the expansion of retail space and the removal of the existing office space.

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

Recommendation:

Staff recommends that the Village Board refer the side and rear yard setback Variations to the Planning & Zoning Commission (P&Z) for public hearing, review, and recommendation.

Attachments:

1. Exhibits for Referral



**Record No: PZ-
26-1**

Planning & Zoning
Application

Status: Active

Submitted On: 1/30/2026

Primary Location

1901 22ND ST
OAK BROOK, IL 60523

Owner

COSTCO WHOLESALE
CORP
999 LAKE DR ISSAQUAH ,
WA 98027

Applicant

 Brad Prischman

 7325 Janes Ave
Woodridge, Illinois 60517

Project Information

Type of Property*

Commercial

Zoning Ordinance Type*

Variation

Date Filed*

01/30/2026

Property Interest of the Applicant*

Agent

Owner of Record*

Costco Wholesale Corporation

Phone*



Address*

730 Lake Drive

City, State, Zip*

Issaquah, WA 98027

Is the property in Trust?*

No

**Type of Commercial Project* **

Alteration

**Number of Street Frontages for Public Hearing
Signs***

1



Intended Meeting Date*

03/04/2026

Property Information

Subdivision*

Other

Zoning District*

B-3 General Business

Zoning Ordinance Section (see title 13 in Village Code)

13-7C-3.C Side & Rear Yard Setbacks

Proposed Use/Action Requested*

Request for building setback variations for proposed building expansions to the west and south of the existing Costco building. Applicable setbacks were established by Eastman Kodak Subdivision Plat recorded in 1995.

Location and Legal Address

1901 W 22nd Street

Permanent Parcel Number*

627200009

Variation Standards

Respond Below: 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. *

The Costco warehouse at this location was being utilized for dual purposes. The Costco Midwest regional office was located in this warehouse building along with retail sales for our members. The office component of the building has been removed and plans to convert office space into additional sales floor space are in place. This warehouse location has experienced tremendous growth in membership and sales transactions over the last decade. The requested variances to allow building expansion(s) are reasonable and specifically respond to membership demand, evolving Costco operations and are the direct result of Costco's success in the Village of Oak Brook. The requested variances are not intended to increase sales but simply respond to member's demand and allow for an updated building which in turn will yield a reasonable rate of return.

Respond Below: The plight of the owner is due to unique circumstances.*

The setbacks for this property were established in 1995 and recorded with the Eastman Kodak Subdivision Plat. Costco requested and subsequently received a front yard variance in 1998 when the building was converted into a Costco warehouse. The warehouse has generally remained in its current configuration and size for approximately twenty-eight years with only minor interior and exterior improvements. The location of the building's expansion is based on the interior layout and Costco's current operational standards which have evolved over the last decade. Relief from the west side and rear setbacks will be required to provide building upgrades and respond to Costco member's demand.

Respond Below: The variation, if granted, will not alter the essential character of the locality. *

The requested variances will not alter the essential character of the neighborhood as the land use remains commercial, which is compatible with nearby retail, transportation, and commercial uses. The proposed building expansions will be adequately buffered from nearby land uses, minimizing any potential adverse impacts on surrounding areas.

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

While the existing shape of the property, or physical surroundings do not necessarily pose an issue for the proposed improvements, a hardship is created by the required setbacks recorded with the Eastman Kodak Subdivision Plat. Without setback relief, Costco cannot respond to the current member demand in this community and complete necessary building upgrades, vital to ongoing business success in the Village of Oak Brook.

Respond Below: The condition upon which the petition for variation is based would not be applicable generally to the other property within the same zoning classification. *

The requested variation is specific to this property, allowing a unique land use to continue to operate successfully. Setbacks established for this property only pertain to the Eastman Kodak Subdivision Plat.

Respond Below: The granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located. *

The granting of the variance is in harmony with the general purpose and intent of the zoning ordinance, the 2022 Comprehensive plan and future land use plan for the Village. The nearby properties are commercial in nature and are compatible with the proposed and existing uses for the property.

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

The requested variations will not impair light and air on nearby properties, nor increase the risk of fire. Costco will maintain the facilities' appearance, provide adequate lighting, and promote safe internal vehicle circulation. There is no evidence that nearby property values will diminish or be impaired with the completion of the building expansions.

Respond Below: That the purpose of the variation is not based exclusively upon a desire to make more money out of the property. *

Costco's purpose by requesting the variances is to upgrade the current warehouse floor plan and mechanicals to Costco's latest standards that will allow for better internal circulation and space to display a variety of high-quality products to its members. Making more money is not Costco's goal with this proposed development, quite the contrary, listening to our members and providing exceptional services is what Costco is known for and will continue to do in Oak Brook.

Respond Below: That the alleged difficulty or hardship has not been created by any person presently having an interest in the property. *

The hardship described above was not created by any Costco employee or person who has an interest in the property.

Acknowledgement

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

✓ Bradley Prischman
Jan 30, 2026

Signature of Applicant: I agree that my electronic signature is equivalent to a handwritten signature and is binding for all purposes related to this transaction.*

✓ Bradley Prischman
Jan 30, 2026



DATE: January 30, 2026

TO: Cathy Chiarelli, Planning Technician - Development Services, Village of Oak Brook IL
Kayleen Burnett, Costco Real Estate

FROM: Larry Dziurdzik, JNL (Authorized Agent for Costco Wholesale)
Brad Prischman, V3 (Authorized Applicant for Costco Wholesale)

RE: **Costco Wholesale, Oak Brook IL**
Planning & Zoning Application for Variance Request (Building Setbacks)

Dear Cathy:

Costco Wholesale Corporation (Costco) and Agents, hereby present this Planning & Zoning Application to the Village of Oak Brook IL (Village). This application is for a building setback variance request for proposed building expansions that will be located to the west and south of the existing building. These proposed building expansion areas will cross the existing building setbacks that were established on the Eastman Kodak Subdivision that was recorded in 1995.

Costco is requesting the following for the proposed redevelopment, all of which are detailed further in the enclosed documents as outlined below:

Variation: The proposed west and south building expansions will extend over the building setbacks that were established by the Eastman Kodak Subdivision that was recorded in 1995 (Document# R95-76627). These 1995 setbacks supercede the setbacks listed under Zoning Ordinance Section 13-7C-3.c Yards. The existing setbacks and proposed variation for the building expansions are listed below:

WEST:

Existing Setback = 30'

Proposed Variation = 26'

SOUTH:

Existing Setback = 40'

Proposed Variation = 30'

The proposed Costco building expansions will maintain consistency with the existing building use, the surrounding land uses and will support the goal of providing for commercial development on a scale appropriate for the needs of the residents of the Village of Oak Brook.

This application is being submitted by Brad Prischman of V3 Companies, Authorized Applicant for Costco Wholesale Corporation.

If there are any questions or comments, or additional information needed, please contact Brad Prischman (bprischman@v3co.com, 630-768-5474)

BILLNAME	BILLSTNAME	BILLCITY	BILLST	BILLZIP	PROPNAME	PROPSTNAME	PROPCITY	PROPS	PROPZIP
COSTCO WHOLESALE CORP	999 LAKE DR	ISSAQUAH	WA	98027	COSTCO WHOLESALE CORP	1901 W 22ND ST	OAK BROOK	IL	60523
RREEF AMERICA LLC	222 S RIVERSIDE PLZNO FL 34	CHICAGO	IL	60606	RREEF AMERICA LLC	2155 22ND ST	OAK BROOK	IL	60523
MEC THE OVERLOOK LLC	20 S CLARK ST #3000	CHICAGO	IL	60603	MEC THE OVERLOOK LLC	1775 22ND ST	OAK BROOK	IL	60523
MEC THE OVERLOOK LLC	20 S CLARK ST #3000	CHICAGO	IL	60603	MEC THE OVERLOOK LLC	1717 W 22ND ST	OAK BROOK	IL	60523
COSTCO WHOLESALE CORP	999 LAKE DR	ISSAQUAH	WA	98027	COSTCO WHOLESALE CORP	W 22ND ST	OAK BROOK	IL	60523
MEC THE OVERLOOK LLC	20 S CLARK ST #3000	CHICAGO	IL	60603	MEC THE OVERLOOK LLC	1765 22ND ST	OAK BROOK	IL	60523
O BRIEN II, WALTER J	11 HEATHER LN	OAK BROOK	IL	60523	O BRIEN II, WALTER J	17W200 22ND ST	OAKBROOK TERR	IL	60181
17W220 22ND LLC	17W220 22ND ST STE 350	OAKBROOK TERR	IL	60181	17W220 22ND LLC	17W220 22ND ST	OAKBROOK TERR	IL	60523
AVO REAL ESTATE HOLDING	5755 DUPREE DR.SUITE 200	ATLANTA	GA	30327	AVO REAL ESTATE HOLDING	17W240 22ND ST	OAKBROOK TERR	IL	60181
STORE MASTER FUNDING IX	11501 OUTLOOK ST, STE 300	OVERLAND PARK	KS	66211	STORE MASTER FUNDING IX	17W280 W 22ND ST	OAKBROOK TERR	IL	60181
MID AMERICA DEVEL GROUP L	17W300 22ND ST STE 360	OAKBROOK TERR	IL	60181	MID AMERICA DEVEL GROUP L	17W300 22ND ST	OAKBROOK TERR	IL	60181
ROSSI REAL ESTATE CORP	1015 BUTTERFIELD RD	DOWNERS GROVE	IL	60515	ROSSI REAL ESTATE CORP	17W180 22ND ST	OAKBROOK TERR	IL	60181
JENNA & SERENA LLC	5300 W TOUHY AVE	SKOKIE	IL	60077	JENNA & SERENA LLC	17W350 22ND ST	OAKBROOK TERR	IL	60181
7214 CALUMET LLC	5 BERSEEM CT	OAK BROOK	IL	60523	7214 CALUMET LLC	17W170 22ND ST	OAKBROOK TERR	IL	60181
NICOR GAS / SOUTHERN CO	241 RALPH MCGILL BLVD NEBIN 1	ATLANTA	GA	30309	NICOR GAS / SOUTHERN CO		OAK BROOK	IL	60523
MEC THE OVERLOOK LLC	20 S CLARK ST #3000	CHICAGO	IL	60603	MEC THE OVERLOOK LLC	1755 22ND ST	OAK BROOK	IL	60523
JRC INVESTMENTS LLC	2 MID AMERICA PLAZUNIT 722	OAKBROOK TERR	IL	60181	JRC INVESTMENTS LLC	17W400 22ND ST	OAKBROOK TERR	IL	60181
NICOR GAS / SOUTHERN CO	241 RALPH MCGILL BLVD NEBIN 1	ATLANTA	GA	30309	NICOR GAS / SOUTHERN CO		OAK BROOK	IL	60523
MEC THE OVERLOOK LLC	20 S CLARK ST #3000	CHICAGO	IL	60603	MEC THE OVERLOOK LLC	1745 22ND ST	OAK BROOK	IL	60523
RECREATION EQUIPMENT CO	PO BOX 1938	SUMNER	WA	98390	RECREATION EQUIPMENT CO	17W160 22ND ST	OAKBROOK TERR	IL	60181

22ND STREET

HERETOFORE DEDICATED BY DOCUMENT NO.'S
369219 - REC. APRIL 30, 1936
369795 - REC. JANUARY 10, 1936
R66-49078 - REC. DECEMBER 22, 1966

NOTES:

- CURB & GUTTER SHALL BE B6.12 OR B6 BARRIER CURB PER THE VILLAGE OF OAK BROOK STANDARD SPECIFICATIONS, UNLESS OTHERWISE NOTED.
- ALL DIMENSIONS ARE TO THE BACK OF CURB UNLESS OTHERWISE NOTED.
- ALL SITE SIGNAGE SHALL BE IN CONFORMANCE WITH M.U.T.C.D. STANDARDS.
- ALL PARKING SPACES SHALL BE ANGLED TO THE ASSOCIATED DRIVE AISLE PER EXISTING CONDITIONS.
- THE PAVEMENT SECTIONS SHOULD BE VERIFIED BASED ON RECOMMENDATION OF A GEOTECHNICAL REPORT.
- SITE PLAN ON EAST PROPERTY SHOWN PER FINAL PLANS BY OTHERS.
- EXISTING CONDITIONS TO BE FIELD VERIFIED.
- SEE PLANS BY MG2 FOR SIGNAGE AND STRIPING.

COSTCO
WHOLESALE

OAK BROOK, IL
#388

BUILDING EXPANSION / REMODEL
1901 WEST 22ND STREET
OAK BROOK, IL 60523

COSTCO
WHOLESALE
CORPORATION

730 LAKE DRIVE
ISSAQUAH, WA 98027
T: 425.313.8100
www.costco.com

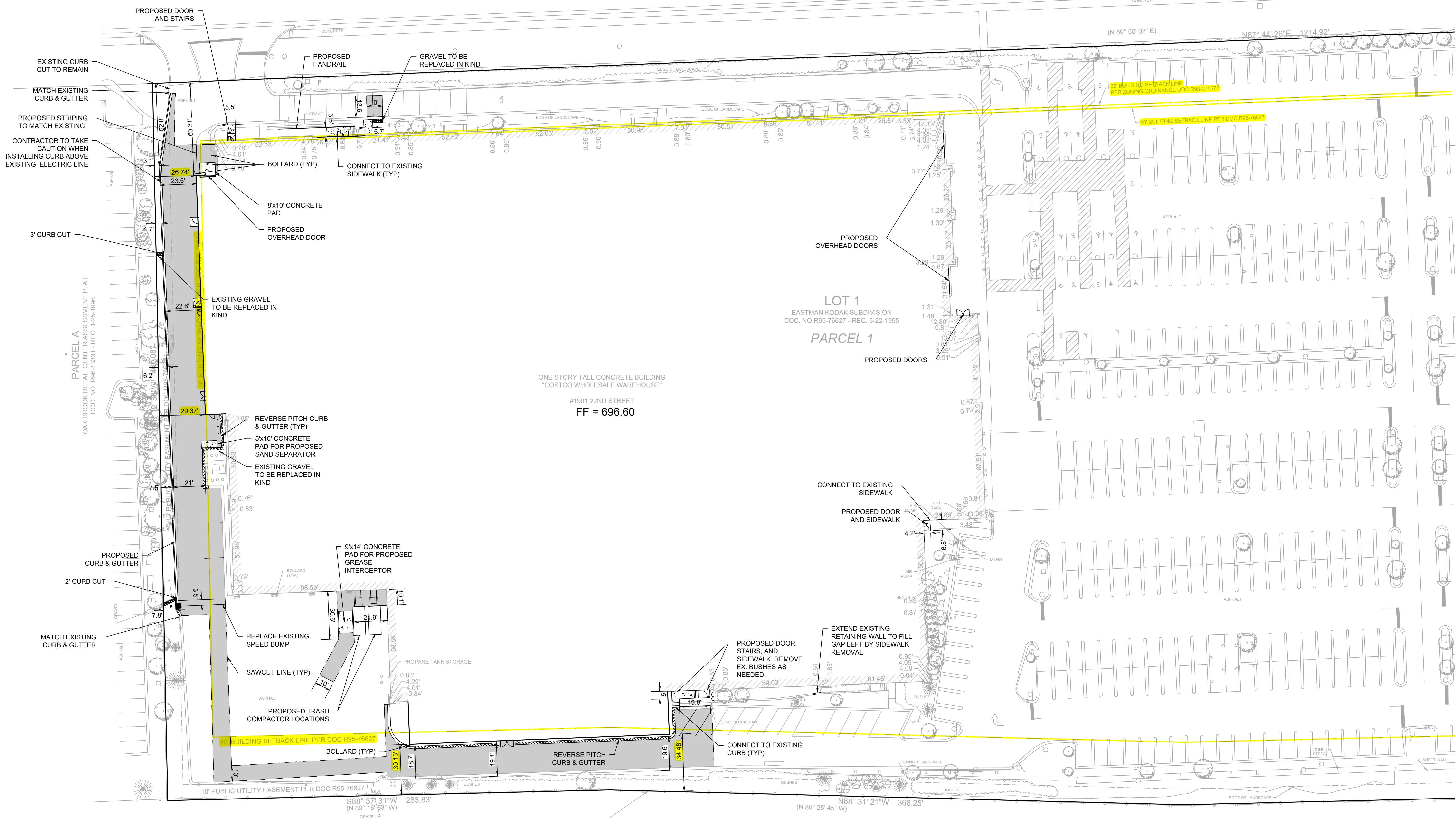
1101 Second Ave. Ste 100
Seattle, WA 98101
206.962.6500
MG2.com

MG2



V3 Companies
7325 Janes Avenue
Woodridge, IL 60517
630.724.9200 phone
630.724.9202 fax
www.v3co.com

V3co, Vertices, V3co... "The Vision to Transform with Excellence"



INTERSTATE 88

PAVING LEGEND

BITUMINOUS PAVEMENT (HEAVY DUTY)

- 1.5" BITUMINOUS CONCRETE SURFACE COURSE, PG 58-28 (PROJECT SPECIFICATIONS FOR COSTCO BITUMINOUS PAVEMENT STANDARDS AND REQUIREMENTS).
- 2.5" HOT MIX ASPHALT BINDER COURSE (PROJECT SPECIFICATIONS FOR COSTCO BITUMINOUS PAVEMENT STD'S & REQUIREMENTS).
- 11" COMPACTED AGGREGATE BASE COURSE, TYPE B, CA-6, GRADE 8 OR 9

CONCRETE PAVEMENT

- 6" P.C. CONCRETE PAVEMENT - REINFORCED
- 8" COMPACTED AGGREGATE BASE COURSE, CA-6

CONCRETE SIDEWALK

- 5" P.C. CONCRETE PAVEMENT - UNREINFORCED
- 4" COMPACTED AGGREGATE BASE COURSE, CA-6

GRAVEL

- 2" MILL AND DISPOSE 2" EXISTING BITUMINOUS AND REPLACE
- W/ 2" SURFACE COURSE, "MIX C", N50

BRADLEY PRISCHMAN - CIVIL ENGINEER
ILLINOIS LICENSE # 062-059202
EXPIRES: 11.30.2027
ILLINOIS LICENSED
DESIGN FIRM # 184-000902
EXPIRES: 04.30.2027

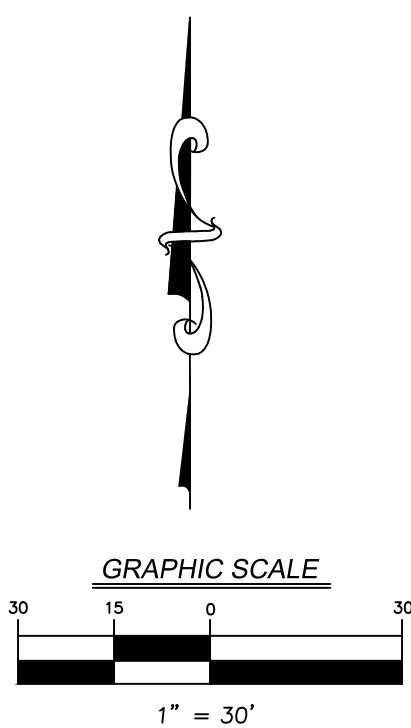
© MG2, Inc. All rights reserved. No part of this document may be reproduced in any form or by any means without permission in writing from MG2, Inc.

Δ	DATE	DESCRIPTION
1	01/20/26	ISSUED FOR 80% QA REVIEW
2	01/23/26	HEALTH DEPT PERMIT SET
3	01/30/26	P&Z APPLICATION

PROJECT NUMBER: 97075.14WR
PM: BRP
DRAWN: RI
DATE: 08 - 22 - 2025

LAYOUT AND
PAVING PLAN

C3.1



EASTMAN KODAK SUBDIVISION

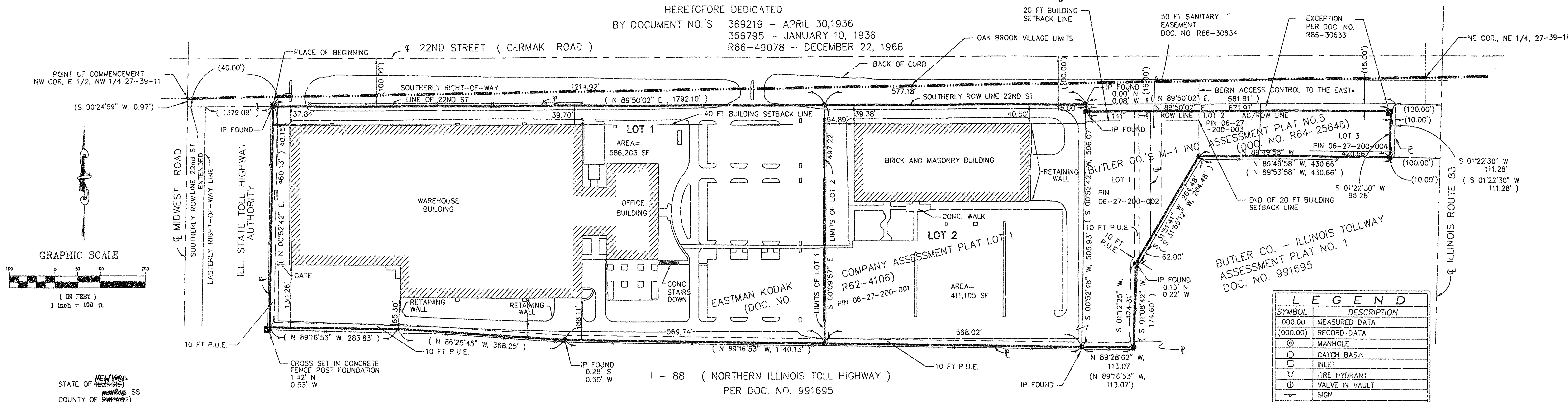
06-27-200-001 thru 007

BEING A SUBDIVISION IN PART OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 11 EAST, OF THE 3rd PRINCIPAL MERIDIAN IN DUPAGE COUNTY, ILLINOIS.

HERETOFORE DEDICATED
BY DOCUMENT NO.'S 369219 - APRIL 30, 1936
366795 - JANUARY 10, 1936
R66-49078 - DECEMBER 22, 1966

REQUIRED BUILDING SETBACKS FOR NEW BUILDINGS OR EXTENSIONS TO EXISTING BUILDINGS				
LOT NO.	SETBACK FROM NORTH PROPERTY LINE (FRONT YARD)	SETBACK FROM EAST PROPERTY LINE (SIDE YARD)	SETBACK FROM SOUTH PROPERTY LINE (REAR YARD)	SETBACK FROM WEST PROPERTY LINE
LOT 1	AS SHOWN ON PLAT	30'	40'	30'
LOT 2		30'	40'	30'

Book 172
Page 74



SYMBOL	DESCRIPTION
000.00	MEASURED DATA
(000.00)	RECORD DATA
⊙	MANHOLE
⊕	CATCH BASIN
⊖	INLET
⊗	FIRE HYDRANT
⊕	VALVE IN VAULT
—	SIGN
⊙	TREE
⊕	IRON PIPE FOUND OR SET
⊕	CONCRETE MONUMENT SET
⊕	LIGHT POLE
⊕	1ST MANHOLE
⊕	BUILDING
⊕	DENOTES CENTERLINE
⊕	DENOTES PROPERTY LINE
⊕	P.U.E. PUBLIC UTILITY EASEMENT
⊕	HANDICAP PARKING
---	PROPERTY LINE
---	CENTERLINE
---	FENCE LINE
---	E. OF FAVEMENT
---	EASEMENT LINE
---	SETBACK LINE
---	VILLAGE LIMITS

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

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

ALL EASEMENTS INDICATED AS PUBLIC UTILITY EASEMENTS ON THIS PLAT ARE RESERVED FOR AND GRANTED TO THE VILLAGE OF OAK BROOK AND TO THOSE PUBLIC UTILITY COMPANIES OPERATING UNDER FRANCHISE FROM THE VILLAGE OF OAK BROOK, INCLUDING BUT NOT LIMITED TO HINSDALE SANITARY DISTRICT, ILLINOIS BELL TELEPHONE COMPANY, NORTHERN ILLINOIS GAS COMPANY, COMMONWEALTH EDISON COMPANY, AND THEIR SUCCESSORS AND ASSIGNS FOR THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO CONSTRUCT, RECONSTRUCT, REPAIR, INSPECT, MAINTAIN AND OPERATE VARIOUS UTILITY, TRANSMISSION AND DISTRIBUTION SYSTEMS INCLUDING STORM AND/OR SANITARY SEWERS TOGETHER WITH ANY AND ALL NECESSARY MANHOLES, CATCH BASINS, CONNECTIONS, APPLIANCES AND OTHER STRUCTURES AND APPURTENANCES AS MAY BE DEEMED NECESSARY BY SAID VILLAGE, OVER, UPON, ALONG, UNDER AND THROUGH SAID INDICATED EASEMENTS, TOGETHER WITH RIGHT OF ACCESS ACROSS THE PROPERTY, FOR NECESSARY MEN AND EQUIPMENT TO DO ANY OF THE ABOVE WORK AND THE RIGHT IS ALSO GRANTED TO CUT DOWN, TRIM, OR REMOVE ANY TREES, SHRUBS AND OTHER PLANTS ON THE EASEMENT THAT INTERFERE WITH THE OPERATION OF SEWERS OR OTHER UTILITIES. NO PERMANENT BUILDINGS SHALL BE PLACED ON SAID EASEMENTS, BUT SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS. WHENEVER THE VILLAGE OR AFFECTED UTILITY COMPANY DETERMINE THAT ANY TREES, SHRUBS, OTHER VEGETATION OR OBJECTS (HEREINAFTER COLLECTIVELY KNOWN AS "OBSTRUCTIONS") ON SAID EASEMENTS INTERFERE WITH THE AFORESAID USES OR RIGHTS, THE VILLAGE OR UTILITY COMPANY HAS THE RIGHT, BUT NOT THE OBLIGATION, TO REMOVE THE OBSTRUCTION AT THE OWNER'S EXPENSE. THE VILLAGE OR AFFECTED UTILITY COMPANY SHALL APPLY GRASS SEED WHERE THE OBSTRUCTION HAS BEEN REMOVED, BUT IS NOT REQUIRED TO REPLACE OR REPAIR ANY OBSTRUCTION. LOCATION OF UTILITY INSTALLATIONS WITHIN THE EASEMENT SHALL BE SUBJECT TO THE APPROVAL OF THE VILLAGE OF OAK BROOK, AS TO DESIGN AND LOCATION. ALL INSTALLATIONS ARE SUBJECT TO THE ORDINANCE OF THE VILLAGE OF OAK BROOK.

DATED THIS 19th DAY OF June, 1995
BY: Joseph J. Schuch OFFICER
ATTEST: John P. Haas SECRETARY

STATE OF NEW YORK
COUNTY OF MONROE
I, SANDRA L. CARUSO, A NOTARY PUBLIC, IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT Joseph J. Schuch AND John P. Haas, PERSONALLY KNOWN TO BE IN THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 19th DAY OF June, A.D. 1995, AT Rochester, New York.
Sandra L. Caruso
NOTARY PUBLIC

CONSULTING ENGINEERS & LAND SURVEYORS
Bollinger, Lach & Associates, Inc.
1010 JORIE BLVD. • OAK BROOK, ILL. 60521 • 708.990.1385

CERTIFICATE AS TO SPECIAL ASSESSMENTS
STATE OF ILLINOIS)
COUNTY OF DUPAGE)
I, Daniel Langlois, VILLAGE TREASURER OF THE VILLAGE OF OAK BROOK, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS OR ANY DEFERRED INSTALLMENTS THEREOF THAT HAVE BEEN APPORTIONED AGAINST THE TRACT OF LAND INCLUDED IN THE PLAT.

DATED AT OAK BROOK, DUPAGE COUNTY, ILLINOIS THIS 20th DAY OF June, 1995.
Daniel Langlois
TREASURER

VILLAGE CLERK'S CERTIFICATE
STATE OF ILLINOIS)
COUNTY OF DUPAGE)
I, Jack Cornella, VILLAGE CLERK OF THE VILLAGE OF OAK BROOK, ILLINOIS, HEREBY CERTIFY THAT THE ANNEXED PLAT WAS PRESENTED TO AND BY RESOLUTION DULY APPROVED BY THE VILLAGE BOARD OF SAID VILLAGE AT ITS MEETING HELD ON May 9, 1995, AND THAT THE REQUIRED BOND OR OTHER GUARANTEE HAS BEEN POSTED FOR THE COMPLETION OF THE IMPROVEMENTS REQUIRED BY THE REGULATIONS OF SAID VILLAGE.
IN WITNESS WHEREOF I HAVE HERETO SET MY HAND AND THE SEAL OF THE VILLAGE OF OAK BROOK, ILLINOIS, THIS 21st DAY OF June, 1995.
Jack Cornella
VILLAGE CLERK

PLAN COMMISSION CERTIFICATE
STATE OF ILLINOIS)
COUNTY OF DUPAGE)
APPROVED BY THE PLAN COMMISSION OF THE VILLAGE OF OAK BROOK, DUPAGE COUNTY, ILLINOIS, THIS 22nd DAY OF June, 1995.
Chairman
CHAIRMAN

VILLAGE ENGINEER'S CERTIFICATE
STATE OF ILLINOIS)
COUNTY OF DUPAGE)
I, Dale L. Durvey Jr., VILLAGE ENGINEER OF THE VILLAGE OF OAK BROOK, ILLINOIS, HEREBY CERTIFY THAT THE LAND IMPROVEMENTS DESCRIBED IN THE ANNEXED PLAT AND THE PLANS AND SPECIFICATIONS THEREFOR MEET THE MINIMUM REQUIREMENTS OF SAID VILLAGE AND HAVE BEEN APPROVED BY ALL PUBLIC AUTHORITIES HAVING JURISDICTION THEREOF.

DATED AT OAK BROOK, DUPAGE COUNTY, ILLINOIS THIS 22nd DAY OF June, 1995.
Dale L. Durvey Jr.
VILLAGE ENGINEER

SANITARY DISTRICT CERTIFICATE
STATE OF ILLINOIS)
COUNTY OF DUPAGE)
I, Carl T. Blomgren, SECRETARY OF THE HINSDALE SANITARY DISTRICT, DUPAGE COUNTY, ILLINOIS, HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS OR ANY DEFERRED INSTALLMENTS THEREOF THAT HAVE BEEN CONFIRMED AGAINST THE TRACT OF LAND INCLUDED IN THE PLAT.

DATED AT Burr Ridge, ILLINOIS, THIS 16th DAY OF June, 1995.
Carl T. Blomgren
SECRETARY

TO THE BEST OF OUR KNOWLEDGE AND BELIEF THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF SUCH SUBDIVISION OR ANY PART THEREOF, OR THAT IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, REASONABLE PROVISION HAS BEEN MADE FOR COLLECTION AND DIVERSION OF SUCH SURFACE WATER INTO PUBLIC AREA, OR DRAINS WHICH THE SUBDIVIDER HAS A RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL BE PLANNED FOR IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO REDUCE THE LIKELIHOOD OF DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE SUBDIVISION.

COUNTY CLERK CERTIFICATE
STATE OF ILLINOIS)
COUNTY OF DUPAGE)
I, Dana King, COUNTY CLERK OF DUPAGE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID FORFEITED TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE ANNEXED PLAT.
GIVEN UNDER MY HAND AND SEAL AT WHEATON, DUPAGE COUNTY, ILLINOIS, THIS 22nd DAY OF June, 1995.
Dana King
COUNTY CLERK

STATE OF ILLINOIS)
COUNTY OF DUPAGE)
THIS INSTRUMENT 895-76627 WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS ON THE 22nd DAY OF June, 1995, AT 12:30 O'CLOCK P.M. AND WAS RECORDED IN BOOK 175 OF PLATS PAGE 74.
John P. Haas
RECORDER OF DEEDS

* ACCESS CONTROL FROM PLAT OF SURVEY "EXCESS ROW" IDOT F.A.P. ROUTE 872 (ILL. 83) SECTION 543-HBK PARCELS NO. 354, 355 ALSO PER DOCUMENT NO. R86-30633 DATED: APRIL 13, 1986

SUBMITTED BY:
DAVID M. GOODE
LORD, BEISEL & BROOK
1100 JORIE BLVD.
OAK BROOK, IL 60521

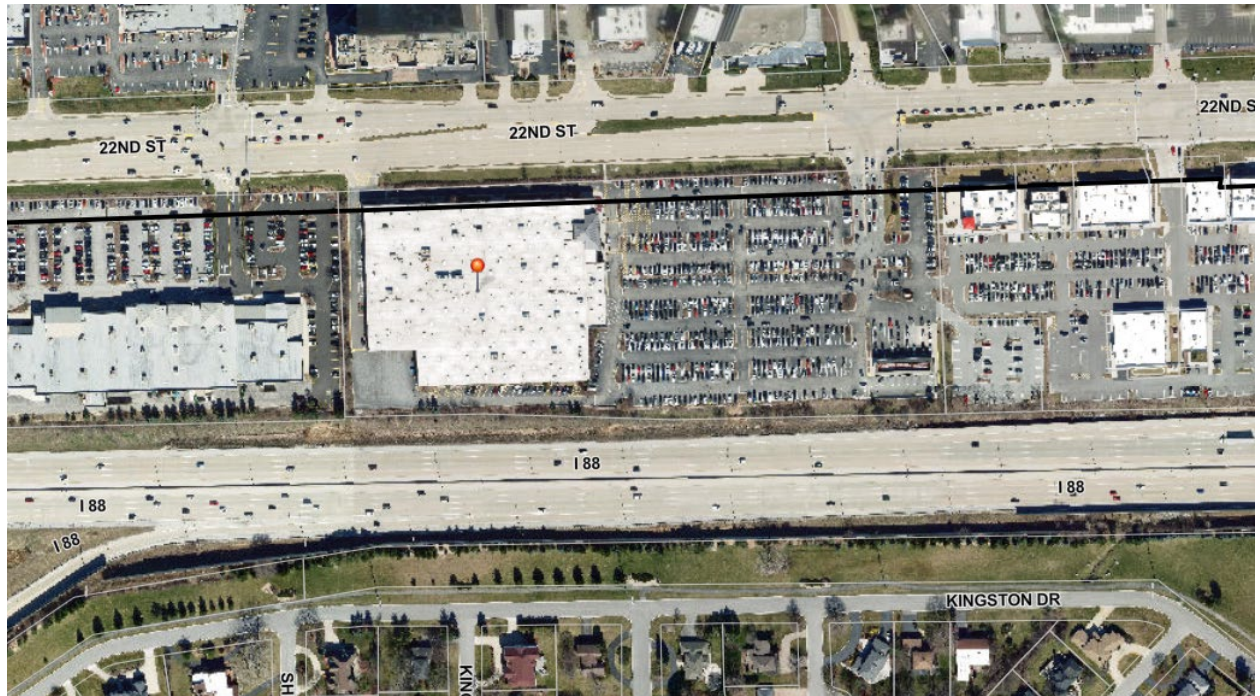
STATE OF ILLINOIS)
COUNTY OF DUPAGE)
THIS IS TO CERTIFY THAT WE, BOLLINGER, LACH & ASSOCIATES, INC., ILLINOIS PROFESSIONAL LAND SURVEYOR CORPORATION NO. 30, HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DUPAGE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION, THENCE SOUTH 00°24'59" WEST, A DISTANCE OF 0.97 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF 22ND STREET (EXTENDED ACROSS MIDWEST ROAD); THENCE NORTH 89°50'02" EAST, A DISTANCE OF 40.00 FEET TO A POINT, SAID POINT BEING THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF 22ND STREET AND THE EASTERLY RIGHT OF WAY LINE OF MIDWEST ROAD; THENCE CONTINUING NORTH 89°50'02" EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF 22ND STREET A DISTANCE OF 1379.09 FEET FOR A PLACE OF BEGINNING; THENCE CONTINUING NORTH 89°50'02" EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF 22ND STREET, A DISTANCE OF 1792.10 FEET; THENCE SOUTH 0°52'42" WEST, A DISTANCE OF 506.37 FEET; THENCE NORTH 89°16'53" WEST, A DISTANCE OF 1140.13 FEET; THENCE NORTH 86°25'45" WEST, A DISTANCE OF 368.25 FEET; THENCE NORTH 89°16'53" WEST, A DISTANCE OF 283.83 FEET; THENCE NORTH 0°52'42" EAST, A DISTANCE OF 460.13 FEET TO THE PLACE OF BEGINNING.

ALSO:
BUTLER COMPANY-M-1, INC. ASSESSMENT PLAT NO. 5 (EXCEPT THEREFROM THE NORTH 15.00 FEET AND ALSO EXCEPT THEREFROM THE EAST 10.00 FEET) ACCORDING TO THE PLAT THEREOF RECORDED ON JULY 20, 1984, AS DOCUMENT R64-25648, IN THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DUPAGE COUNTY, ILLINOIS.

AS SHOWN IN THE ANNEXED PLAT WHICH IS A CORRECT REPRESENTATION OF SAID SURVEY AND SUBDIVISION, ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF. WE FURTHER CERTIFY THAT ALL REGULATIONS ENACTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF OAK BROOK RELATIVE TO PLATS AND SUBDIVISIONS HAVE BEEN COMPLIED WITH IN THE PREPARATION OF THIS PLAT. WE FURTHER CERTIFY THAT THE LAND IS WITHIN THE VILLAGE OF OAK BROOK WHICH HAS ADOPTED A VILLAGE COMPREHENSIVE PLAN AND MAP AND IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY DIVISION 12 OF ARTICLE 11 OF THE ILLINOIS MUNICIPAL CODE AS AMENDED. WE FURTHER CERTIFY THAT NO PART OF THE PROPERTY SHOWN IN THIS PLAT IS LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

GIVEN UNDER OUR HAND AND SEAL AT OAK BROOK, ILLINOIS, THIS 22nd DAY OF June, 1995.
David M. Goode
DAVID M. GOODE
PROFESSIONAL LAND SURVEYOR
ILLINOIS PROFESSIONAL LAND SURVEYOR CORPORATION NO. 30





ITEM 6.E.2.

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

AGENDA ITEM

Board of Trustees Regular Meeting
of
February 24, 2026

SUBJECT: 50 Timber Trail Drive - Final Plat of Consolidation

FROM: Rebecca Von Drasek, Development Services Director

BUDGET SOURCE/BUDGET IMPACT: N/A

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

Background/History:

Kurt Schweig, owner of the property, has submitted a petition requesting approval of a Final Plat of Consolidation to combine two (2) existing parcels to create one lot consisting of approximately .634 acres (or 28,829 SF). The parcels are zoned R-3 Single Family Detached Residence District.

Lot-1 has an existing home, and the consolidated lots will eliminate the sliver parcel (PIN 06-23-207-017) between 50 Timber Trail Drive and 80 Timber Trail Drive. The minimum required lot area in the R-3 district is 25,000 square feet. The proposal appears to comply with the Subdivision and Zoning Ordinance regulations.

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

Recommendation:

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

Attachments:

1. Exhibits for referral



Record No: SD-26-1

Subdivision Application

Status: Active

Submitted On: 1/27/2026

Primary Location

50 TIMBER TRAIL DR
OAK BROOK, IL 60523

Owner

Kurt Schweig
50 TIMBER TRAIL DR OAK
BROOK , IL 60523

Applicant

 Kurt Schweig



 50 Timber Trail Dr.
Oak Brook, IL 60523

Project Information

Subdivision Type*

Final Plat of Consolidation and/or Plat of
Vacation

Subdivision Title*

50 Timber Trail Drive Consolidation

Date Filed*

01/20/2026

Village Code Info

**Number of Street Frontages for Public Hearing
Signs***

1



**General Location and Legal Address of Property to
be Subdivided***

Residential

**Are you seeking any variation (relief) to the
subdivision regulations?***

No

If YES, list the specific section in the Subdivision Regulations and attach a detailed explanation of the relief you are seeking:

Relationship of Applicant to Property Owner*

Agent

Owner of Record*

Kurt Schweig

Phone*



Address*

50 Timber Trail Drive

City, State, Zip*

Oak Brook, IL 60523

Is the property in Trust?*

Yes

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

✓ Cathy Chiarelli
Jan 27, 2026

OWNERS AFFIDAVIT FOR SUBDIVISIONS OF NOT MORE THAN FIVE (5) LOTS This plat contains the entire contiguous undeveloped land area in which I have any interest.*

✓ Cathy Chiarelli
Jan 27, 2026

Sizing by Land Use Category

Number of Lots by Type*

Residential

Number of Lots*

2

Number of Acres by Type*

Residential

Number of Acres*

0.634

Number of Square Feet by Type*

Residential

Number of Square Feet*

28829

CERTIFICATION

Surrounding Property Owners

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

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

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

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

Kurtis E. Schweig
Printed Name of Property Owner

Kurtis E. Schweig
Printed Name of Applicant

Kurtis E. Schweig 12-26-25
Signature of Owner Date

Kurtis E. Schweig 12-26-25
Signature of Applicant Date

BILL TO INFORMATION:

Kurtis Schweig
Print Name/Company

Kurtis Schweig [REDACTED]
Print Contact Person Name Contact Phone

50 Timber Trail Dr. Oak Brook, IL 60523
Address To be Billed Alternate Phone

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

Names of Surrounding Property Owners

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

NAME OF PROPERTY OWNER	MAILING ADDRESS OF PROPERTY OWNER	PROPERTY ADDRESS	PERMANENT INDEX NUMBER
Ronald Kleinschmidt	131 Green Leaf Dr. Oak Brook, IL 60523	131 Green Leaf Dr.	06-23-207-007
Nicolas Wood	121 Green Leaf Dr. Oak Brook, IL 60523	121 Green Leaf Dr.	06-23-207-008
Vito Castelli	65 Green Leaf Dr. Oak Brook, IL 60523	65 Green Leaf Dr.	06-23-207-019
Robert Kenia	106 Timber Trail Dr. Oak Brook, IL 60523	106 Timber Trail Dr.	06-23-207-015
Ed Smithy	80 Timber Trail Dr. Oak Brook, IL 60523	80 Timber Trail Dr.	06-23-207-016
Angelo Halaris	55 Timber Trail Dr. Oak Brook, IL 60523	55 Timber Trail Dr.	06-23-208-055
Keith McGrath	43 Timber Trail Dr. Oak Brook, IL 60523	43 Timber Trail Dr.	06-23-208-056

NOTICE TO APPLICANT

REFER TO OAK BROOK CODE: TITLE 14 - SUBDIVISION REGULATIONS

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

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

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

PRELIMINARY PLAT	_____	\$50.00 per lot or \$750.00 minimum**
FINAL PLAT (G-289, 3/24/81)	_____	\$750.00 – NO IMPROVEMENTS** (Plus Plan Review & Inspection Fees, if required)
FINAL PLAT – with Improvements	_____	\$750.00 plus plan review fees – See Section 1-14-1-E.3 for amount (G-706 11/2002)
AMENDMENT or VARIATION	_____	\$750.00*
ASSESSMENT PLAT (12/11/79)	_____	No Charge
Public Hearing Signs	_____	\$50.00 per sign – 1 sign required for each Street Frontage/Per Parcel
		*Fees do not include publication costs, which are paid for separately
		** \$125 fee for each time extension <u>Fees - Title 1 Chapter 14 of this code.</u>

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

DO NOT WRITE IN THIS SPACE BELOW FOR VILLAGE USE ONLY

Date Filed _____ Fee Paid \$ _____ Receipt No. _____ Received By _____

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

SIGNED - VILLAGE CLERK _____ Date _____

Names of Surrounding Property Owners

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

NAME OF PROPERTY OWNER	MAILING ADDRESS OF PROPERTY OWNER	PROPERTY ADDRESS	PERMANENT INDEX NUMBER
Carol Westbrook/Rick Rikoski	39 Timber Trail Dr. Oak Brook, IL 60523	39 Timber Trail Dr.	06-23-208-010
Robert Mincheff	145 Woodland Dr. Oak Brook, IL 60523	145 Woodland Dr.	06-23-208-009
Myong North	97 Timber Ct. Oak Brook, IL 60523	97 Timber Ct.	06-23-208-062
Neeraj Mahajan	106 Greenleaf Dr. Oak Brook, IL 60523	106 Greenleaf Dr.	06-23-205-019
Calvin Beisswenger	82 Greenleaf Dr. Oak Brook, IL 60523	82 Greenleaf Dr.	06-23-205-020
Paul Blashewski	PO Box 5286 Oak Brook, IL 60522	126 Woodland Dr.	06-23-205-022
IDA Rautenshilds	135 Greenleaf Dr. Oak Brook, IL 60523	135 Greenleaf Dr.	06-23-207-006

NOTICE TO APPLICANT

REFER TO OAK BROOK CODE: TITLE 14 - SUBDIVISION REGULATIONS

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

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

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

PRELIMINARY PLAT	_____ \$50.00 per lot or \$750.00 minimum**
FINAL PLAT (G-289, 3/24/81)	_____ \$750.00 – NO IMPROVEMENTS** (Plus Plan Review & Inspection Fees, if required)
FINAL PLAT – with Improvements	_____ \$750.00 plus plan review fees – See Section 1-14-1-E.3 for amount (G-706 11/2002)
AMENDMENT or VARIATION	_____ \$750.00*
ASSESSMENT PLAT (12/11/79)	_____ No Charge
Public Hearing Signs	_____ \$50.00 per sign – 1 sign required for each Street Frontage/Per Parcel
*Fees do not include publication costs, which are paid for separately	
** \$125 fee for each time extension <u>Fees - Title 1 Chapter 14 of this code.</u>	

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

DO NOT WRITE IN THIS SPACE BELOW FOR VILLAGE USE ONLY

Date Filed _____ Fee Paid \$ _____ Receipt No. _____ Received By _____

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

SIGNED - VILLAGE CLERK _____ Date _____

Names of Surrounding Property Owners

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

NAME OF PROPERTY OWNER	MAILING ADDRESS OF PROPERTY OWNER	PROPERTY ADDRESS	PERMANENT INDEX NUMBER
Oleg Otkin	101 Timber Trail Dr. Oak Brook, IL 60523	101 Timber Trail Dr.	06-23-208-014
James Carolla	120 Green Leaf Dr. Oak Brook, IL 60523	120 Green Leaf Dr.	06-23-205-008
Mary Thiel	122 Timber Trail Dr. Oak Brook, IL 60523	122 Timber Trail Dr.	06-23-207-014
Thomas Woltjen	131 Woodland Dr. Oak Brook, IL 60523	131 Woodland Dr.	06-23-208-008
Michael Janet	89 Timber Ct. Oak Brook, IL 60523	89 Timber Ct.	06-23-208-061
Stephanie Kladis	134 Green Leaf Dr. Oak Brook, IL 60523	134 Green Leaf Dr.	06-23-205-017
Erin Quinkan	145 Green Leaf Dr. Oak Brook, IL 60523	145 Green Leaf Dr.	06-23-207-005

NOTICE TO APPLICANT

REFER TO OAK BROOK CODE: TITLE 14 - SUBDIVISION REGULATIONS

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

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

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

PRELIMINARY PLAT	_____ \$50.00 per lot or \$750.00 minimum**
FINAL PLAT (G-289, 3/24/81)	_____ \$750.00 – NO IMPROVEMENTS** (Plus Plan Review & Inspection Fees, if required)
FINAL PLAT – with Improvements	_____ \$750.00 plus plan review fees – See Section 1-14-1-E.3 for amount (G-706 11/2002)
AMENDMENT or VARIATION	_____ \$750.00*
ASSESSMENT PLAT (12/11/79)	_____ No Charge
Public Hearing Signs	_____ \$50.00 per sign – 1 sign required for each Street Frontage/Per Parcel
*Fees do not include publication costs, which are paid for separately	
** \$125 fee for each time extension <u>Fees - Title 1 Chapter 14 of this code.</u>	

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

DO NOT WRITE IN THIS SPACE BELOW FOR VILLAGE USE ONLY

Date Filed _____ Fee Paid \$ _____ Receipt No. _____ Received By _____

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

SIGNED - VILLAGE CLERK _____ Date _____

Names of Surrounding Property Owners

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

NAME OF PROPERTY OWNER	MAILING ADDRESS OF PROPERTY OWNER	PROPERTY ADDRESS	PERMANENT INDEX NUMBER
David Hickey	5223 W. Belmont Ave Chicago, IL 60641	83 Timber Ct.	06-23-208-060
Nelson Emmons	140 Timber Trail Dr. Oak Brook, IL 60521	140 Timber Trail Dr.	06-23-207-013
James Lysko	115 Woodland Dr. Oak Brook, IL 60521	115 Woodland Dr.	06-23-208-067

NOTICE TO APPLICANT **REFER TO OAK BROOK CODE: TITLE 14 - SUBDIVISION REGULATIONS**

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

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

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

PRELIMINARY PLAT	_____ \$50.00 per lot or \$750.00 minimum**
FINAL PLAT (G-289, 3/24/81)	_____ \$750.00 - NO IMPROVEMENTS** (Plus Plan Review & Inspection Fees, if required)
FINAL PLAT - with Improvements	_____ \$750.00 plus plan review fees - See Section 1-14-1-E.3 for amount (G-706 11/2002)
AMENDMENT or VARIATION	_____ \$750.00*
ASSESSMENT PLAT (12/11/79)	_____ No Charge
Public Hearing Signs	_____ \$50.00 per sign - 1 sign required for each Street Frontage/Per Parcel
*Fees do not include publication costs, which are paid for separately	
** \$125 fee for each time extension <u>Fees - Title 1 Chapter 14 of this code.</u>	

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

DO NOT WRITE IN THIS SPACE BELOW FOR VILLAGE USE ONLY

Date Filed _____ Fee Paid \$ _____ Receipt No. _____ Received By _____

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

SIGNED - VILLAGE CLERK _____ Date _____

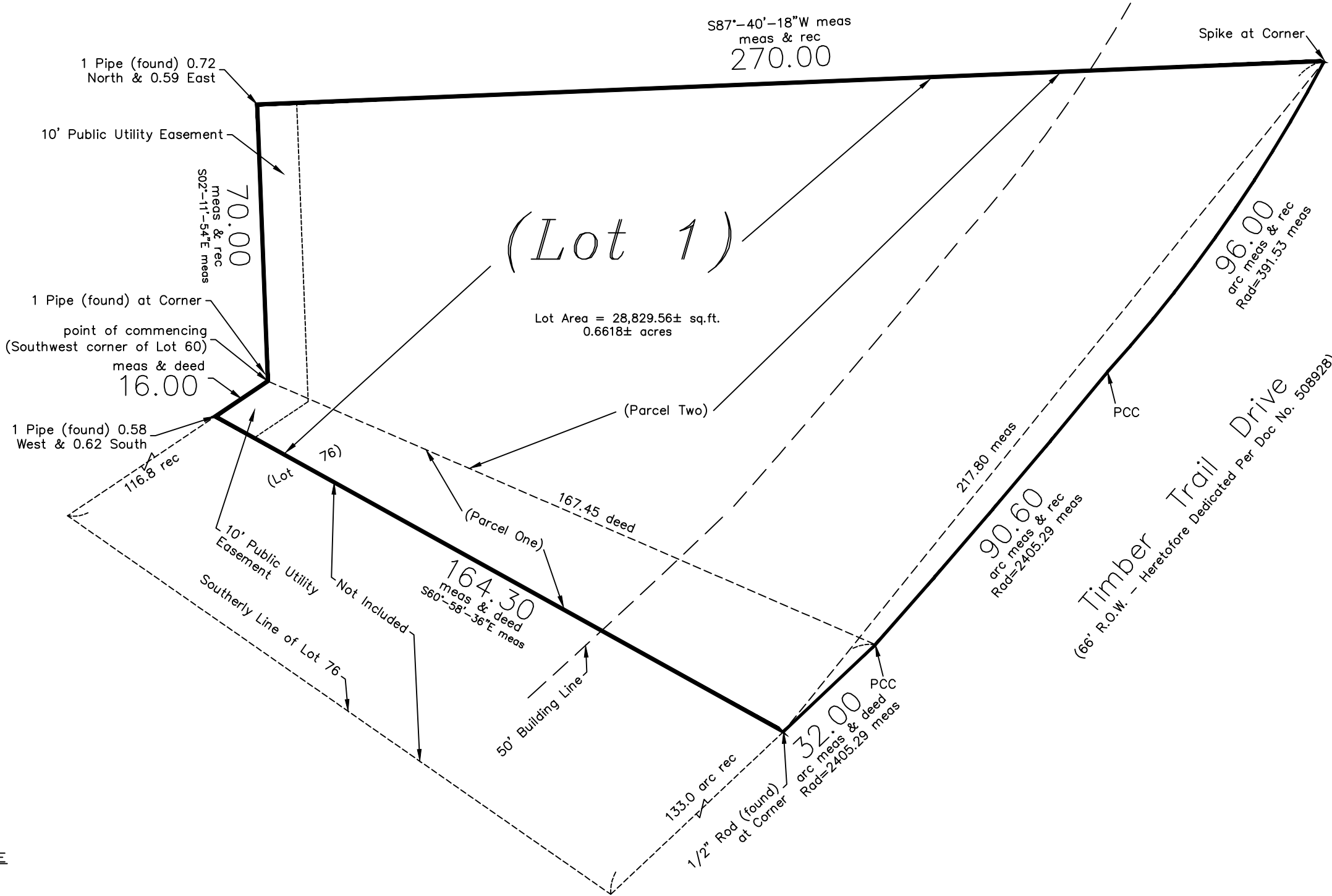
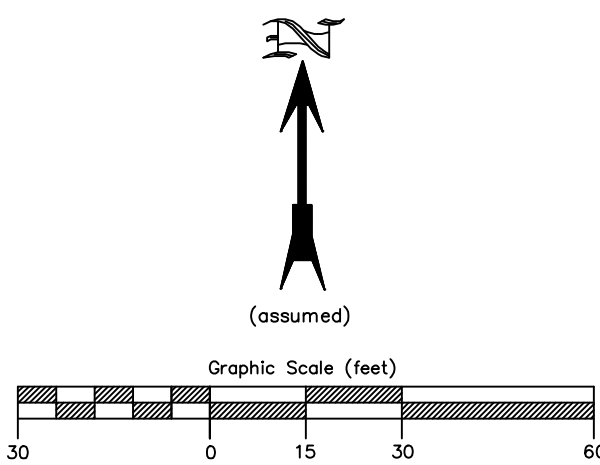
Return To:
Village of Oak Brook
1200 Oak Brook Road
Oak Brook, IL 60523
(630) 368-5000

50 Timber Trail Drive Consolidation of

Lot 60 and that part of Lot 76 in Timber Trail Estates Unit One, being a Subdivision of part of the Northeast quarter of Section 23, Township 39 North, Range 11, East of the Third Principal Meridian, according to the Plat thereof recorded October 16, 1946 as Document 508928 in DuPage County, Illinois.

Address: 50 Timber Trail Drive, Oak Brook

PIN(s)
06-23-207-017 (Parcel One)
06-23-207-018 (Parcel Two)



PLANNING & ZONING COMMISSION CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DuPAGE } S.S.
APPROVED BY THE PLANNING & ZONING COMMISSION OF
THE VILLAGE OF OAK BROOK, DuPAGE COUNTY, ILLINOIS,
THIS ____ DAY OF _____ A.D. 2026

CHAIRMAN

VILLAGE CLERK CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DuPAGE } S.S.
I, _____ VILLAGE
CLERK OF THE VILLAGE OF OAK BROOK, ILLINOIS, HEREBY
CERTIFY THAT THE ANNEXED PLAT WAS PRESENTED TO AND
BY RESOLUTION DULY APPROVED BY THE VILLAGE BOARD OF
SAID VILLAGE AT ITS MEETING HELD ON _____ A.D. 2026,
AND THAT THE REQUIRED BOND OR OTHER GUARANTEE HAS
BEEN POSTED FOR THE COMPLETION OF THE IMPROVEMENTS
REQUIRED BY THE REGULATIONS OF SAID VILLAGE, IN WITNESS
WHEREOF, I HAVE HERETO SET MY HAND AND THE SEAL OF
THE VILLAGE OF OAK BROOK, ILLINOIS,
THIS ____ DAY OF _____ A.D. 2026

VILLAGE CLERK

VILLAGE ENGINEER CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DuPAGE } S.S.
I, _____ VILLAGE
ENGINEER OF THE VILLAGE OF OAK BROOK, ILLINOIS, HEREBY
CERTIFY THAT THE LAND IMPROVEMENTS DESCRIBED IN THE
ANNEXED PLAT AND THE PLANS AND SPECIFICATIONS
THEREOF MEET THE MINIMUM REQUIREMENTS OF SAID
VILLAGE AND HAVE BEEN APPROVED BY ALL PUBLIC
AUTHORITIES HAVING JURISDICTION THEREOF.
DATED AT OAK BROOK, DuPAGE COUNTY, ILLINOIS,
THIS ____ DAY OF _____ A.D. 2026

VILLAGE ENGINEER

LEGEND
meas = measured, S = South
rec = record, E = East, W = West
N = North, R.O.W. = right-of-way,
PCC = point of continuing curve

Note: Measured bearing shown hereon is based on
the Illinois East State Plane Coordinate Zone 1201
(NAD83) determined by GPS measurements

Surveyed January 7, 2026
Surveyed Revised _____, 20____

Scale: 1 inch = 30 ft.
Order No. 971249.F
Ordered By: Kurt Schweig, Owner

CERTIFICATE AS TO SPECIAL ASSESSMENTS

STATE OF ILLINOIS }
COUNTY OF DuPAGE } S.S.
I, _____ VILLAGE

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

DATED AT OAK BROOK, DuPAGE COUNTY, ILLINOIS,
THIS ____ DAY OF _____ A.D. 2026

TREASURER

COUNTY CLERK CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DuPAGE } S.S.
I, _____ COUNTY

CLERK OF DuPAGE COUNTY, DO HEREBY CERTIFY THAT THERE
ARE NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT
GENERAL TAXES, NO UNPAID FORFEITED TAXES AND NO
REDEEMABLE TAX SALES AGAINST ANY OF THE LAND
INCLUDED IN THE ANNEXED PLAT. I FURTHER CERTIFY THAT
I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH
ANNEXED PLAT.

GIVEN UNDER MY HAND AND SEAL OF THE DuPAGE COUNTY
CLERK AT WHEATON, ILLINOIS,
THIS ____ DAY OF _____ A.D. 2026

DuPAGE COUNTY CLERK

RECORDER OF DEEDS CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DuPAGE } S.S.
THIS INSTRUMENT NUMBER _____ WAS
FILED FOR RECORD
IN THE RECORDER'S OFFICE OF DuPAGE COUNTY,
AFORESAID,
ON THE ____ DAY OF _____ A.D. 2026
AT ____ O'CLOCK ____ M.

RECORDER OF DEEDS

50 Timber Trail Drive Consolidation was prepared on January 13, 2026
Project: 50 Timber Trail Drive Consolidation Address: 50 Timber Trail Drive Oak Brook, Illinois 60523
KABAL SURVEYING COMPANY Land Surveying Services 10407 West Cermak Road Westchester, Illinois 60154 (708) 562-2652 Fax (708) 562-7314 email: kabal-surveying@comcast.net website: KabalSurveyingCompany.com Registration No. 184-003061

OWNERS CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DuPAGE } S.S.

THIS IS TO CERTIFY THAT KURTIS E. SCHWEIG IS THE OWNER
OF THE LAND HEREIN DESCRIBED IN THE ANNEXED PLAT, AND
HAS CAUSED THE SAME TO BE PLATTED AND RECORDED AS
SHOWN HEREON FOR THE USES AND PURPOSES THEREON
SET FORTH AND DOES HEREBY ACKNOWLEDGE AND ADOPT
THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

ALSO, TO THE BEST OF MY/OUR KNOWLEDGE, THE PROPOSED
50 TIMBER TRAIL DRIVE CONSOLIDATION PLAT, IN THE
VILLAGE OF OAK BROOK, COUNTY OF DuPAGE, STATE OF
ILLINOIS, GENERALLY KNOWN AS 50 TIMBER TRAIL DRIVE, IS
LOCATED WITHIN THE FOLLOWING SCHOOL DISTRICTS:

ELEMENTARY SCHOOL DISTRICT 48 AND HIGH SCHOOL
DISTRICT 88 AND COLLEGE OF DuPAGE DISTRICT 502
COMMUNITY COLLEGE.

DATED AT _____ A.D. 2026

BY: _____ OWNER
BY: _____ OWNER

NOTARY CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF _____ } S.S.
I, _____, A NOTARY PUBLIC IN AND
FOR SAID COUNTY IN THE STATE AFORESAID DO HEREBY
CERTIFY THAT KURTIS E. SCHWEIG

PERSONALLY KNOWN TO ME TO BE THE SAME PERSON(S) AND
ACKNOWLEDGE THAT HE SIGNED AND DELIVERED THE ANNEXED
PLAT AS HIS OWN FREE AND VOLUNTARY ACT FOR THE USES
AND PURPOSES THEREIN SET FORTH AND HEREBY
ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND
TITLE THEREON SHOWN, GIVEN UNDER MY HAND AND NOTARIAL
SEAL

THIS ____ DAY OF _____ A.D. 2026
AT _____, ILLINOIS.

NOTARY PUBLIC

SANITARY DISTRICT CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DuPAGE } S.S.
I, _____, EXECUTIVE DIRECTOR OF

THE FLAGG CREEK WATER RECLAMATION DISTRICT, DuPAGE
COUNTY, ILLINOIS, HEREBY CERTIFY THAT THERE ARE NO
DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL
ASSESSMENTS OR ANY DEFERRED INSTALLMENTS THEREOF
THAT HAVE BEEN CONFIRMED AGAINST THE TRACT OF LAND
INCLUDE IN THE PLAT.

DATED AT _____, ILLINOIS, THIS ____ DAY
OF _____ A.D. 2026.

EXECUTIVE DIRECTOR

SURVEYOR CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF COOK } S.S.

THIS IS TO CERTIFY THAT I, MITCHEL P. BALEK, ILLINOIS
PROFESSIONAL LAND SURVEYOR NO. 3250, HAVE SURVEYED
AND CONSOLIDATED THE HEREON DESCRIBED PROPERTY AS
SHOWN BY THE ANNEXED PLAT, WHICH IS A CORRECT
REPRESENTATION OF SAID SURVEY AND CONSOLIDATION
AND DESCRIBED AS: PARCEL ONE: THAT PART OF LOT 76
IN TIMBER TRAIL ESTATES UNIT ONE, DESCRIBED BY
COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 60
OF TIMBER TRAIL ESTATES UNIT ONE, AND RUNNING
THENCE SOUTHEASTERLY ALONG SAID NORTHWESTERLY LINE
BEING ALSO THE SOUTHEASTERLY LINE OF LOT 76, 32 FEET;
THENCE NORTHWESTERLY IN A STRAIGHT LINE 164.3 FEET
TO A POINT ON THE NORTHWESTERLY LINE OF SAID LOT 76
THAT IS 16 FEET SOUTHWESTERLY MEASURED ALONG SAID
NORTHWESTERLY LINE FROM THE PLACE OF BEGINNING;
THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY LINE
OF LOT 76 TO THE PLACE OF BEGINNING, BEING A
SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF
SECTION 23, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE
THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT
THEREOF RECORDED OCTOBER 16, 1946 AS DOCUMENT
508928 IN DuPAGE COUNTY, ILLINOIS, AND PARCEL TWO:
LOT 60 IN TIMBER TRAIL ESTATES UNIT ONE, BEING A
SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF
SECTION 23, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE
THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT
THEREOF RECORDED OCTOBER 16, 1946 AS DOCUMENT
508928 IN DuPAGE COUNTY, ILLINOIS. ALL DISTANCES ARE
SHOWN IN FEET AND DECIMALS THEREOF. I FURTHER
CERTIFY THAT ALL REGULATIONS ENACTED BY THE
PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF
OAK BROOK RELATIVE TO PLATS AND SUBDIVISIONS HAVE
BEEN COMPLIED WITH IN PREPARATION OF THIS PLAT. I
FURTHER CERTIFY THAT THE LAND IS WITHIN THE VILLAGE
OF OAK BROOK, WHICH HAS ADOPTED A VILLAGE
COMPREHENSIVE PLAN AND MAP AND IS EXERCISING THE
SPECIAL POWERS AUTHORIZED BY DIVISION 12 OF ARTICLE
11 OF THE ILLINOIS MUNICIPAL CODE AS AMENDED. I
FURTHER CERTIFY THAT A PART OF THE LAND SHOWN ON
THIS PLAT IS NOT LOCATED WITHIN A SPECIAL FLOOD
HAZARD AREA AS IDENTIFIED BY THE FEDERAL EMERGENCY
MANAGEMENT AGENCY PER FIRM PANEL 17043C0177J
EFFECTIVE DATE 8/1/2019.

SCALE OF MAP IS 30 FEET PER ONE INCH.

GIVEN UNDER MY HAND AND SEAL THIS ____ DAY OF
JANUARY, 2026, IN WESTCHESTER, ILLINOIS

Mitchell P. Balek

ILLINOIS PROFESSIONAL LAND SURVEYOR No. 035-003250
LICENSE EXPIRES NOVEMBER 30, 2026

ORIGINAL SEAL IN RED





ITEM 8.A.1.

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

AGENDA ITEM

Board of Trustees Regular Meeting
of
February 24, 2026

SUBJECT: Purchase of Bulk Water Fill Station

FROM: Tim O'Malley, Public Works Director

BUDGET SOURCE/BUDGET IMPACT: \$65,000 is allocated in the FY2026 budget using account # 451-90100.

RECOMMENDED MOTION: I move that the Village Board approve Resolution R- 2346, a Resolution Waiving the Formal Bidding Process Due to a Sole Source Purchase and authorize staff to issue a Purchase Order to Flowpoint Environmental Systems Inc, Denver, CO, in the amount of \$49,931.09 for the Purchase of a Bulk Water Fill Station pending final attorney review and approval.

Background/History:

The Village currently operates a manual bulk potable water fill station. Water haulers connect to a fire hydrant located in front of the Public Works Department on Jorie Boulevard and record their purchase using a manual handwritten card, containing the beginning and ending meter reads and their billing information. However, much of the process relies on the honor system, resulting in imprecise billing and a time-consuming administrative burden. Despite the presence of security cameras, water theft remains an issue, and the location contributes to traffic congestion.

Flowpoint Environmental Systems, Inc. offers a state-of-the-art bulk water fill station designed to address these challenges. The Flowpoint system features a user-friendly touchscreen interface, credit card and PIN/key-card access, automated billing and reporting, 24/7 secure access for authorized users, and seamless integration with municipal accounting systems.

Implementing the Flowpoint system would virtually eliminate water theft, improve safety at the intersection of Jorie Boulevard and 31st Street, reduce staff time spent on billing and reporting, and generate more accurate and reliable billing. The installed location will be on the North side of Kensington Rd at 1400 Kensington Rd and colors will be selected in a neutral palette to match the surroundings with landscaping installed as appropriate. The resulting operational efficiencies and cost savings are expected to offset the system's costs in less than three years. The warranty on this system is 5 years. There are numerous color choices, and a color will be selected to match the existing aesthetic.

Recommendation:

Staff recommends that the Village Board approve Resolution R- 2346, a Resolution Waiving the Formal Bidding Process Due to a Sole Source Purchase and authorize staff to issue a Purchase Order to Flowpoint Environmental Systems Inc, Denver, CO, in the amount of \$49,931.09 for the Purchase of a Bulk Water Fill Station pending final attorney review and approval.

Attachments:

1. Resolution # R-2346 BULK WATER FILL STATION
2. 0325-S-0244 - VILLAGE OF OAK BROOK - Price Quotation
3. 4IN - Example Drawings
4. Water+ Software Flyer V11.2024 NP RS
5. Flowpoint-Exterior-Panel-Options-v12.2023
6. Site location

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

RESOLUTION

NUMBER 2026-PW-WTR-STATN-R-2346

A RESOLUTION
TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE STAFF
TO ISSUE A PURCHASE ORDER TO FLOWPOINT
ENVIRONMENTAL SYSTEMS, INC., FOR THE PURCHASE OF
A BULK WATER FILL STATION

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

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

Village Board

Published in pamphlet form by authority of the
President and the Board of Trustees of the Village of Oak
Brook on this 24th day of February 2026

RESOLUTION NO. 2026-PW-WTR-STATN-R-2346

A RESOLUTION
TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE STAFF TO ISSUE A PURCHASE
ORDER TO FLOWPOINT ENVIRONMENTAL SYSTEMS, INC., FOR THE PURCHASE OF A
BULK WATER FILL STATION

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

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

WHEREAS, in the Village of Oak Brook operates a manual bulk potable water fill station which relies on the honor system, resulting in imprecise billing and a time-consuming administrative burden;

WHEREAS, Flowpoint Environmental Systems, Inc., is the sole provider of a state-of-the-art bulk water fill station designed to address these challenges;

WHEREAS, Staff is recommending that the Corporate Authorities waive further bidding and issue the Purchase Order attached hereto and incorporated herein as Exhibit A (the "Purchase Order") to Flowpoint Environmental Systems, Inc, of Denver, CO ("Company"), In the amount of \$49,931.09 for the purchase of a Bulk Water Fill Station, all as further detailed therein;

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

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

Section One – Recitals

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

Section Two – Approval of Purchase Order

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

Section Three – Authorization and Direction

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

Section Four - Other Actions Authorized

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

Section Five - Authorization of Expenditures

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

Section Six – Waiver of Bidding Process

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

Section Seven - Acts of Village Officials

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

Section Eight – Effective Date

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

Section Nine - Publication

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

Section ten – Conflict Clause

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

Section Eleven – Saving Clause

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

Section Twelve – Recording

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

PASSED THIS 24th day of February 2026.

Ayes: _____

Nays: _____

Absent: _____

APPROVED THIS 24th day of February 2026.

LAURENCE E. HERMAN,
Village President

ATTEST:

NETASHA SCARPINITI,
Village Clerk

EXHIBIT A

[Purchase Order]

**Flowpoint Environmental Systems Inc.**

191 University Blvd #467

Denver, CO 80206-4613

USA

Phone: (877) 655-5585

Fax: (888) 655-5588

Email: sales@flowpointsystems.com

PRICE QUOTATION

Quotation Number: 0325-S-0244

Quotation Date: 2026-01-09

Expiration Date: 2026-07-09

Ship Via: INCLUDED

FOB: FOB FACTORY

Sales Person: MICHELLE HARROD

Terms: NET 30 DAYS

To: VILLAGE OF OAK BROOK

3003 JORIE BLVD

OAK BROOK, IL 60523

Attn: JOHN TEMES

Line	Part No	Description	Quantity	Rate	Extended
1	WG-4"-POTABLE	POTABLE 4" WATER GENERAL INCLUDES: INSULATED ENCLOSURE, 4" REDUCED PRESSURE BACKFLOW PREVENTOR, 4" COMBINATION METER/VALVE, 4" 304SS PIPING, 1500 WATT ELECTRIC HEATER, INTERIOR AND EXTERIOR LED LIGHTING, AND CONVENIENCE RECEPTACLE.	1.00	-	-
2	AT-TW-AL-CM	ACCESS TERMINAL-THROUGH WALL 14" WIDE X 22" TALL X 16" DEEP NEMA 3R POWDERCOATED ALUMINUM INCLUDES ALLEN BRADLEY PLC AND FLOWPOINT STAINLESS STEEL KEYPAD, & CELL MODEM, SMS TEXT ALERTS. THROUGH WALL MOUNT	1.00	-	-
3	SECURITY CAMERA	1 INSIDE CAMERA & 1 DATA STORAGE	1.00	-	-
4	FREIGHT-CAN	FREIGHT-CAN	1.00	-	-
5	REMOTE STARTUP	4 HOUR REMOTE STARTUP	1.00	-	-
6	ANNUAL CLOUD SERVICE- PRO	ANNUAL CLOUD SERVICE 1 YEAR PRE-PAID SUBSCRIPTION	1.00	-	-
ALL PRICES ARE IN US DOLLARS				Quotation Total:	\$49,931.09

This is a quotation on the goods named, and is subject to the following conditions:

- Taxes are not included.
- Installation is by others. Owner is responsible for all utility service connections including water service to and from station. Owner is responsible for offloading and / or storing the station until it is installed.
- All Shop Drawing Submittals and O&M Manuals are in Electronic Form (PDF) only. Hard copies, binding, and printing costs are by others
- Payment Terms: 50% on approval of shop drawings, 50% on goods ready to ship.
- Start Up services require: 1. Minimum 3 weeks notice to book 2. Completion of Start-up readiness checklist.

In lieu of a formal purchase order commitment, to accept this quotation as your purchase order please sign below.

Name

Position

Signature

Date

**Flowpoint Environmental Systems Inc.**

191 University Blvd #467

Denver, CO 80206-4613

USA

Phone: (877) 655-5585

Fax: (888) 655-5588

Email: sales@flowpointsystems.com

PRICE QUOTATION

Quotation Number: 0325-S-0244

Quotation Date: 2025-04-15

Expiration Date: 2025-06-15

Ship Via: INCLUDED

FOB: FOB FACTORY

Sales Person: MICHELLE HARROD

Terms: NET 30 DAYS

Flowpoint Five Year Manufacturer's Warranty (Included):

Flowpoint Environmental Systems (Manufacturer) warranty is as follows, and extends ONLY to the original purchaser of the equipment and is limited to the purchase price of each part. Manufacturer warrant products against defects in materials or workmanship as follows:

DURATION: The Manufacturer's warranty will apply for a period of 5 (five) years from the date of shipment.

PARTS: Manufacturer will supply, at no charge, new or rebuilt replacement parts in exchange for parts that the Manufacturer determines are defective subject to the limitations of this warranty. Manufacturer warrants any such replacement parts against defects in materials or workmanship for the remaining portion of the original warranty period.

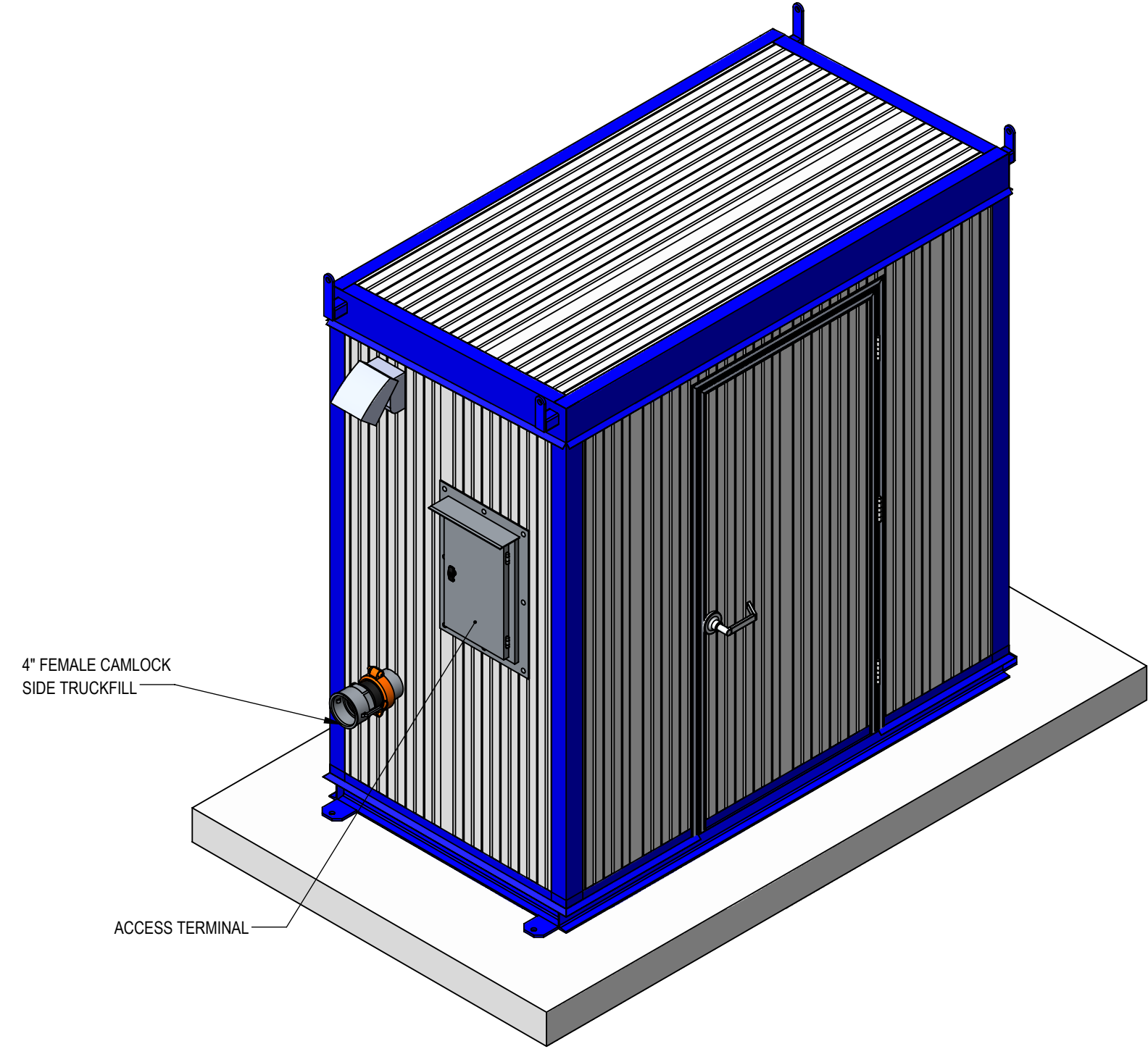
This warranty "does not cover" installation of the system or damages incurred during shipping.

This warranty "does not cover" consumer instruction, physical set up or adjustment of any electronic equipment, communication / signal reception problems, loss of use of the equipment, or unused programming charges due to equipment malfunction.

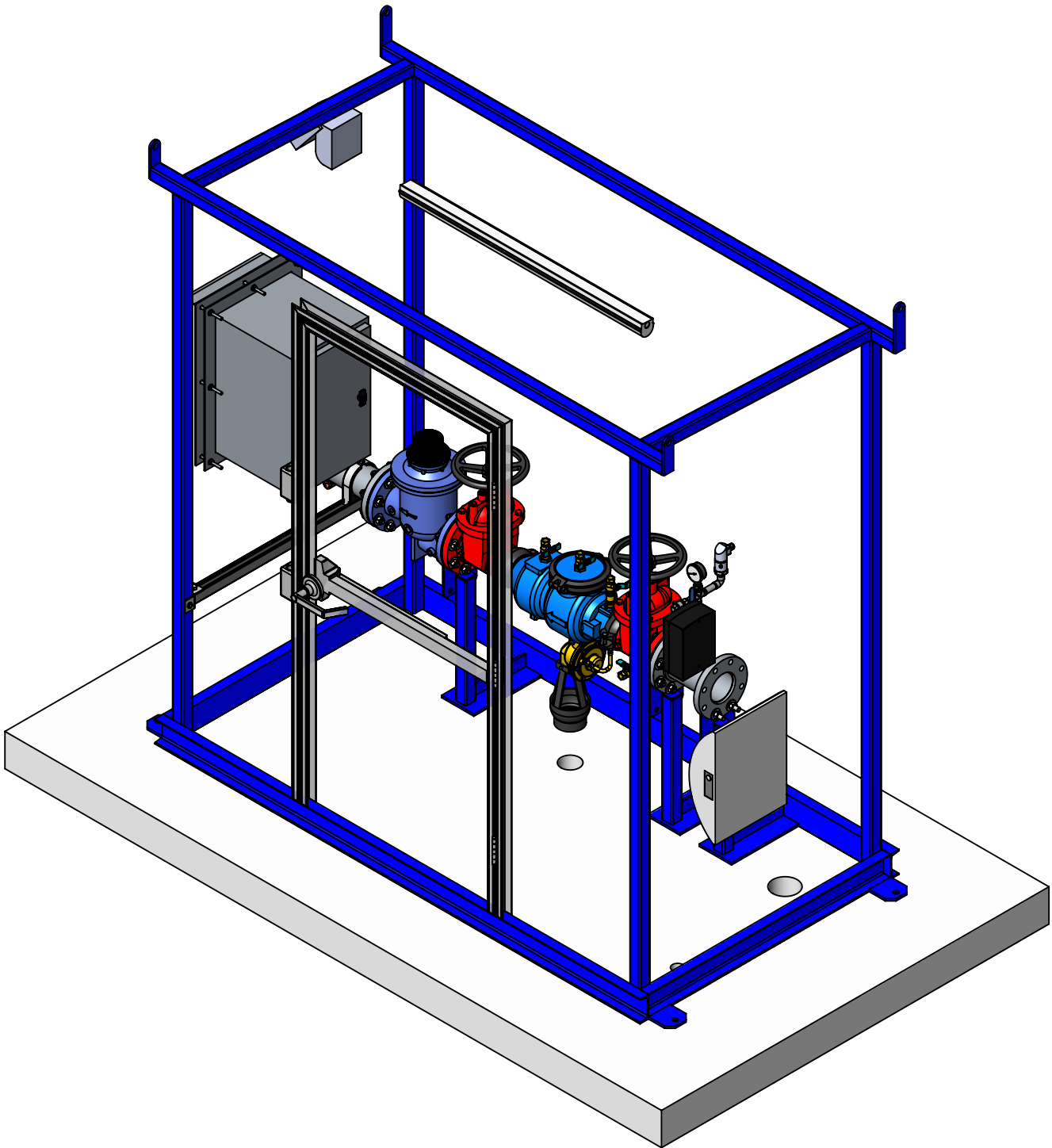
This warranty "does not cover" cosmetic damage, damage due to lightning, electrical surges, fire, flood, or other acts of God, accident, misuse, abuse, vandalism, repair or alteration by other than factory service, negligence, or improper or neglected maintenance.

This warranty "does not cover" equipment sold AS IS, REFURBISHED, or WITH ALL FAULTS, auction sales, equipment removal or reinstallation, nor equipment purchased, serviced, or operated by other dealers.

FOR INFORMATION ONLY



APPROXIMATE TOTAL WEIGHT: 1373 LBS

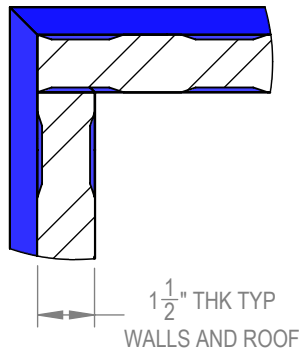


WALLS & TRIM HIDDEN FOR CLARITY
VIEW ROTATED 90 DEGREES

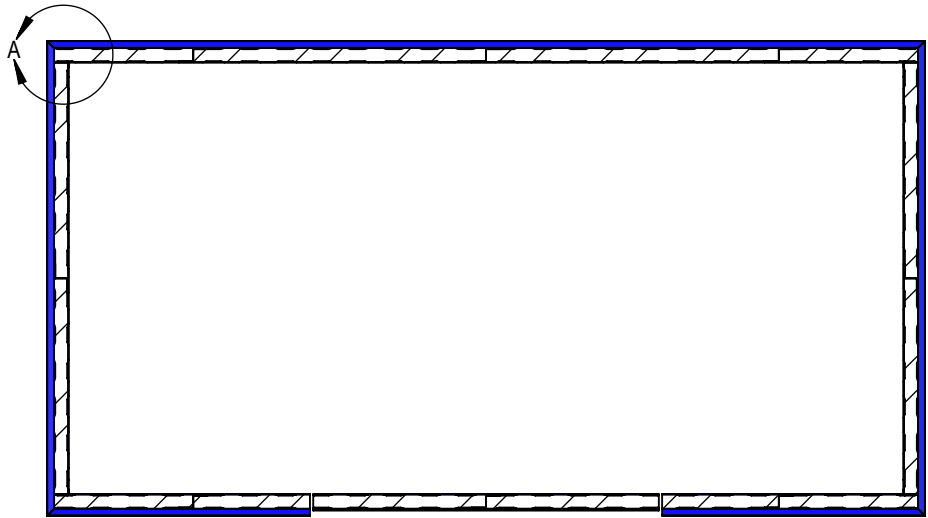
NO	DR	CH	REVISION	APPD	DATE	SCALE: 1:20	UNITS: IN, LBS	 FLOWPOINT ENVIRONMENTAL SYSTEMS	INSPECTION	DATE	SIGNATURE	PROJECT WATER GENERAL BULK LOADING STATION ENCLOSURE ASSEMBLY	CLIENT	
			ISSUED FOR INFORMATION			THIS DOCUMENT IS FOR THE SOLE USE OF FLOWPOINT. THE DOCUMENT CONTAINS PROPRIETARY AND CONFIDENTIAL INFORMATION THAT SHALL NOT BE REPRODUCED IN ANY MANNER WITHOUT THE EXPRESSED WRITTEN PERMISSION OF FLOWPOINT. INFORMATION ON THIS DOCUMENT IS TO BE CONSIDERED THE INTELLECTUAL PROPERTY OF FLOWPOINT IN ACCORDANCE WITH CANADIAN COPYRIGHT LAW.	BEFORE FAB				TITLE GENERAL ARRANGEMENT			
							DURING FAB				DRAWING NO. FULL ASSEMBLY-1		REV	
							FINAL QC							

FOR INFORMATION ONLY

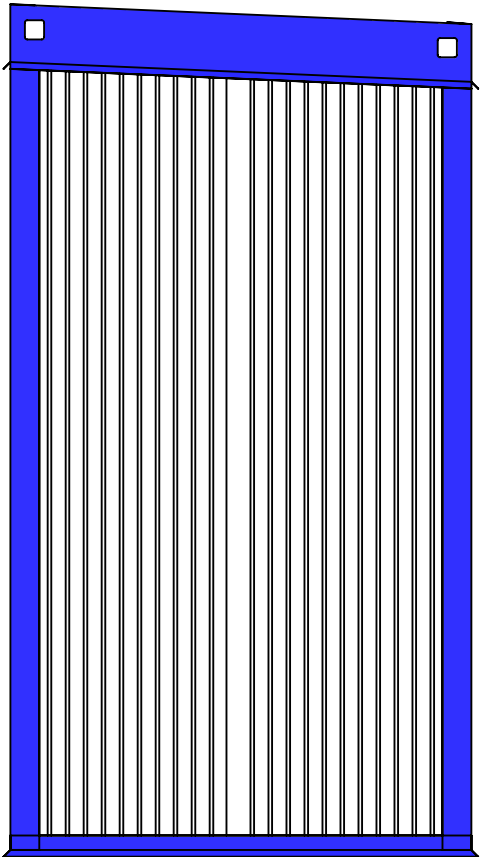
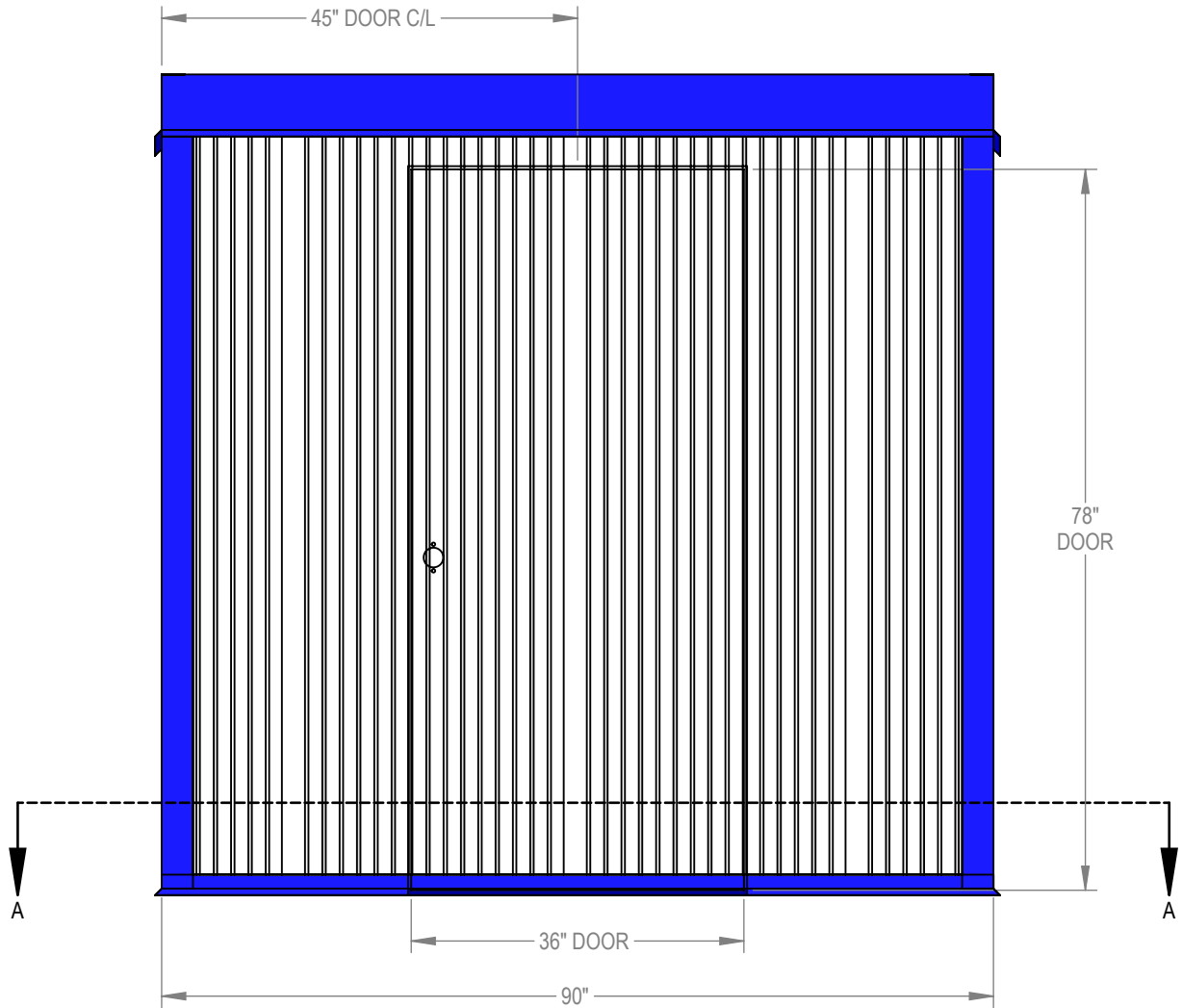
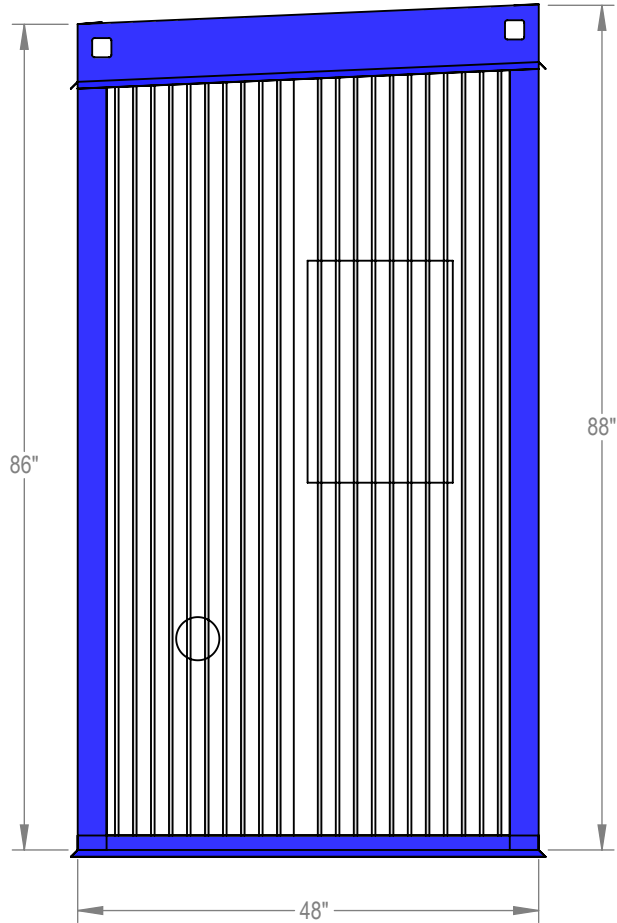
NOTE:
WALL AND ROOF COLOR TO BE WHITE-WHITE (SRI 75)
TRIM AND FRAME COLOR TO BE ROYAL BLUE (SRI 22)



DETAIL A
SCALE 1 : 5

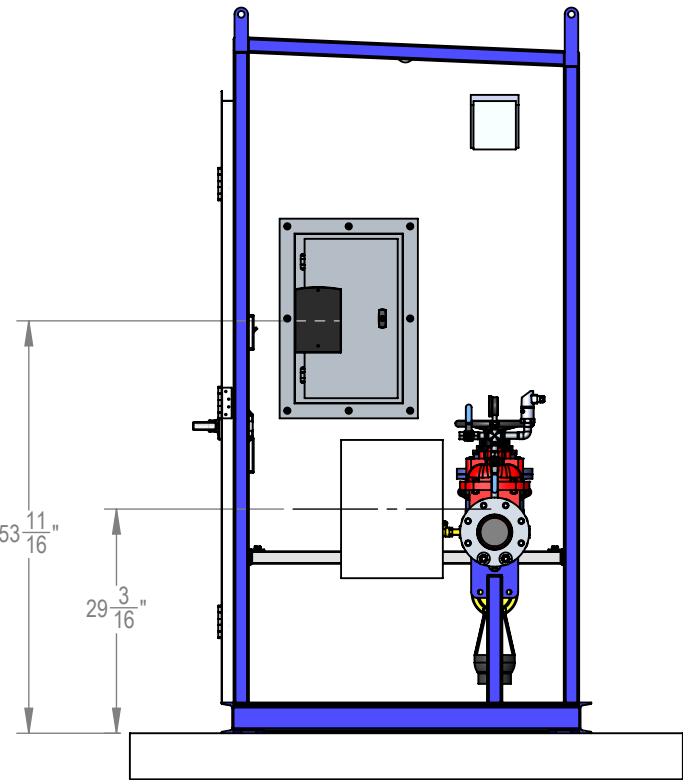
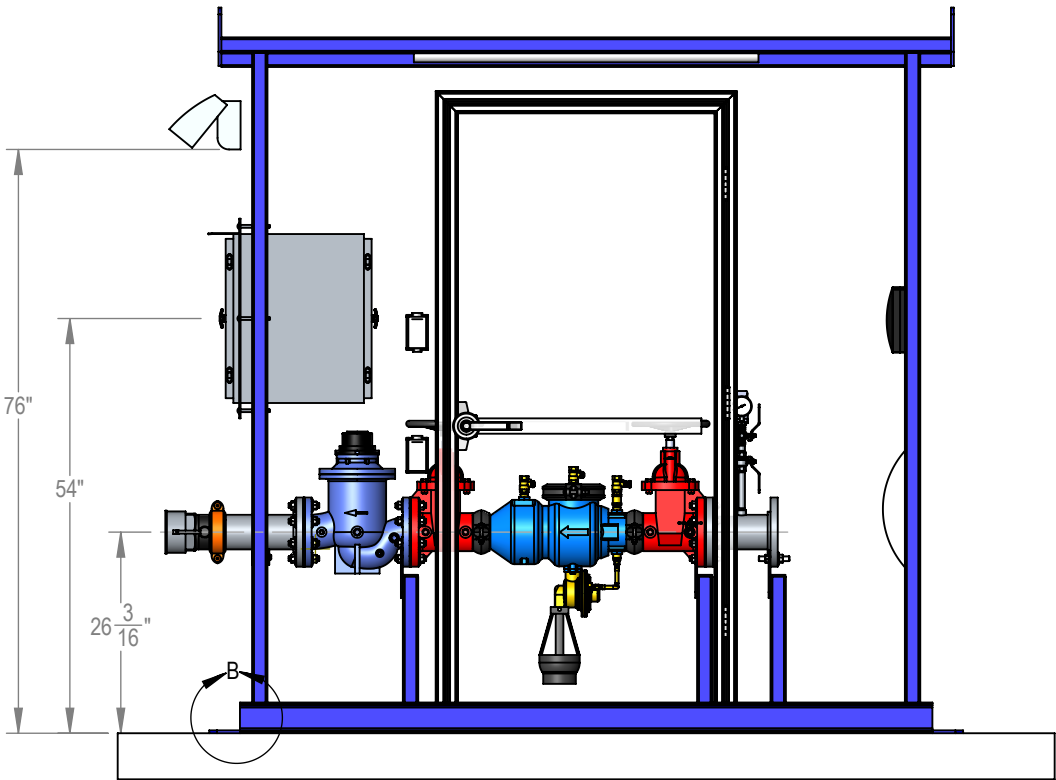
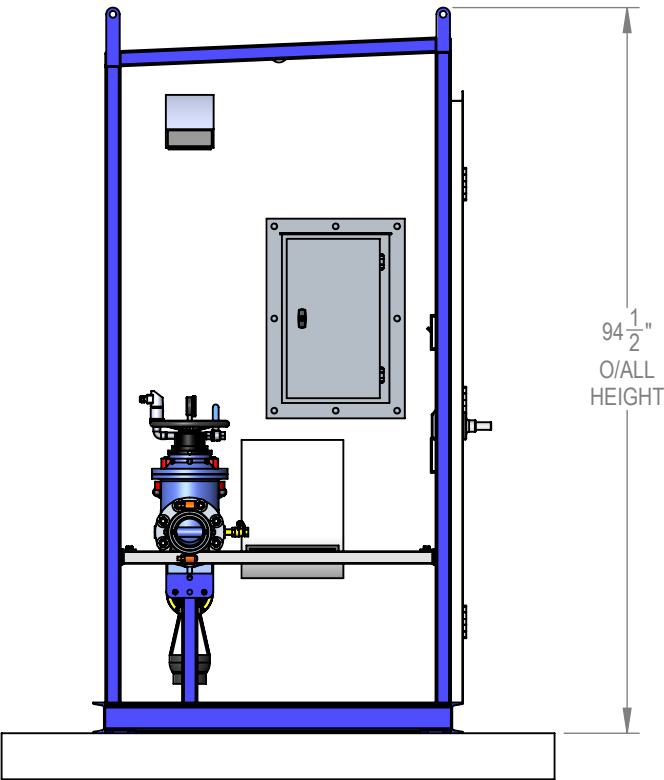
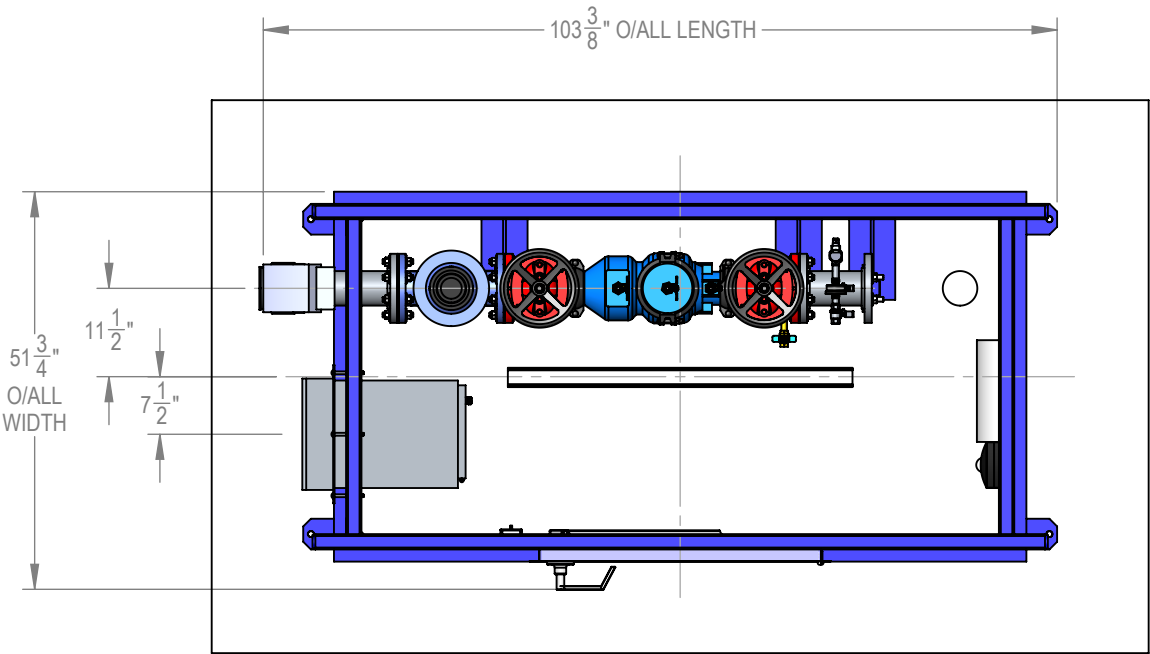
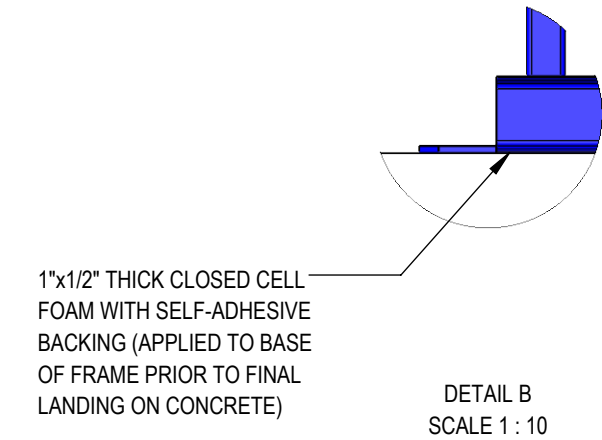


SECTION A-A



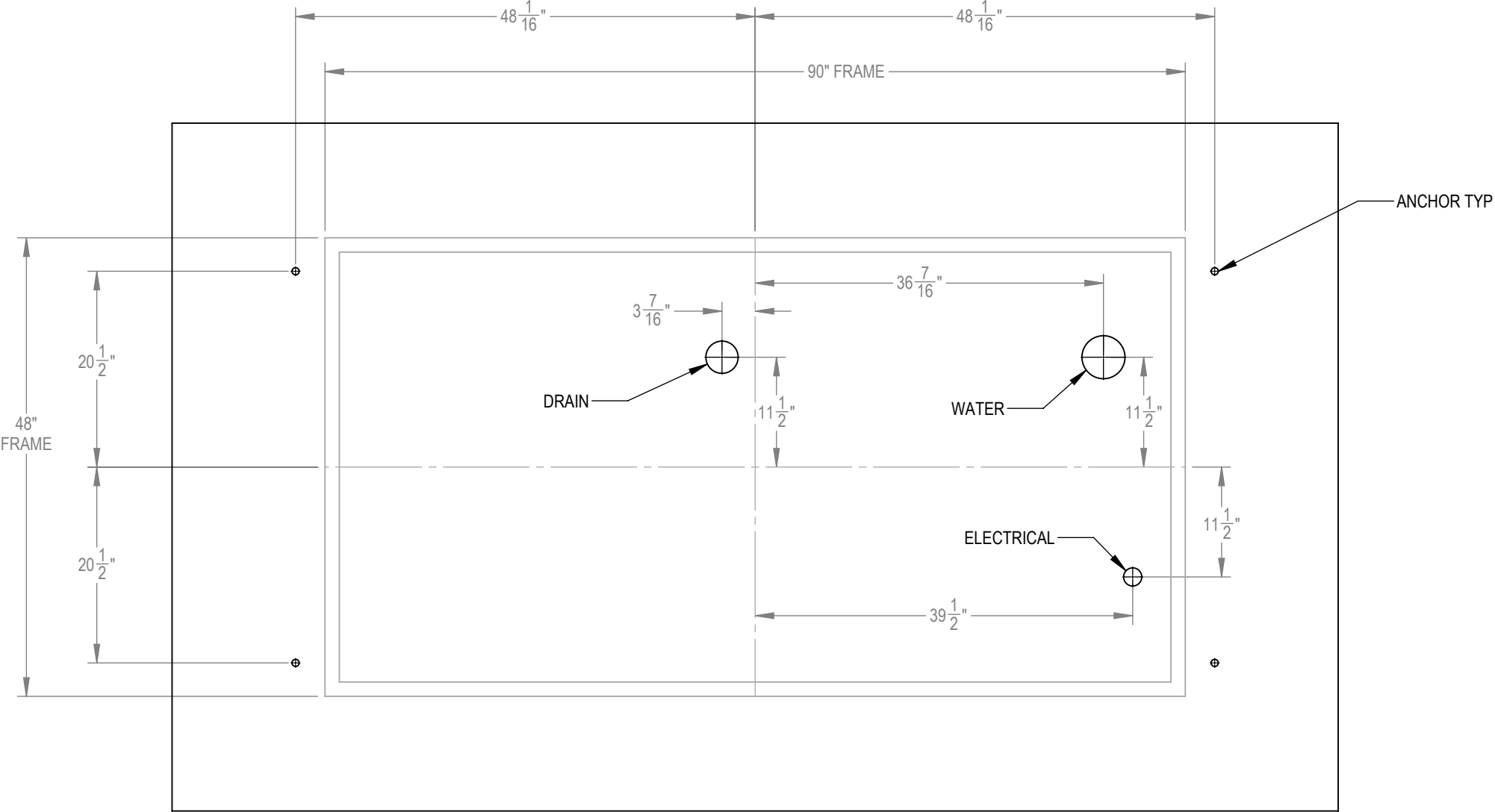
NO	DR	CH	REVISION	APPD	DATE	SCALE: 1:20	UNITS: IN, LBS		INSPECTION	DATE	SIGNATURE	PROJECT WATER GENERAL BULK LOADING STATION ENCLOSURE ASSEMBLY	CLIENT		
			ISSUED FOR INFORMATION			THIS DOCUMENT IS FOR THE SOLE USE OF FLOWPOINT. THE DOCUMENT CONTAINS PROPRIETARY AND CONFIDENTIAL INFORMATION THAT SHALL NOT BE REPRODUCED IN ANY MANNER WITHOUT THE EXPRESSED WRITTEN PERMISSION OF FLOWPOINT. INFORMATION ON THIS DOCUMENT IS TO BE CONSIDERED THE INTELLECTUAL PROPERTY OF FLOWPOINT IN ACCORDANCE WITH CANADIAN COPYRIGHT LAW.			BEFORE FAB				TITLE ENCLOSURE LAYOUT		
									DURING FAB				DRAWING NO. FULL ASSEMBLY-2	REV	
									FINAL QC						

FOR INFORMATION ONLY



NO	DR	CH	REVISION	APPD	DATE	SCALE: 1:25	UNITS: IN, LBS	 FLOWPOINT ENVIRONMENTAL SYSTEMS	INSPECTION	DATE	SIGNATURE	PROJECT WATER GENERAL BULK LOADING STATION ENCLOSURE ASSEMBLY	CLIENT			
			ISSUED FOR INFORMATION			THIS DOCUMENT IS FOR THE SOLE USE OF FLOWPOINT. THE DOCUMENT CONTAINS PROPRIETARY AND CONFIDENTIAL INFORMATION THAT SHALL NOT BE REPRODUCED IN ANY MANNER WITHOUT THE EXPRESSED WRITTEN PERMISSION OF FLOWPOINT. INFORMATION ON THIS DOCUMENT IS TO BE CONSIDERED THE INTELLECTUAL PROPERTY OF FLOWPOINT IN ACCORDANCE WITH CANADIAN COPYRIGHT LAW.			BEFORE FAB				TITLE EQUIPMENT LAYOUT			
									DURING FAB				DRAWING NO. FULL ASSEMBLY-3		REV	
									FINAL QC							

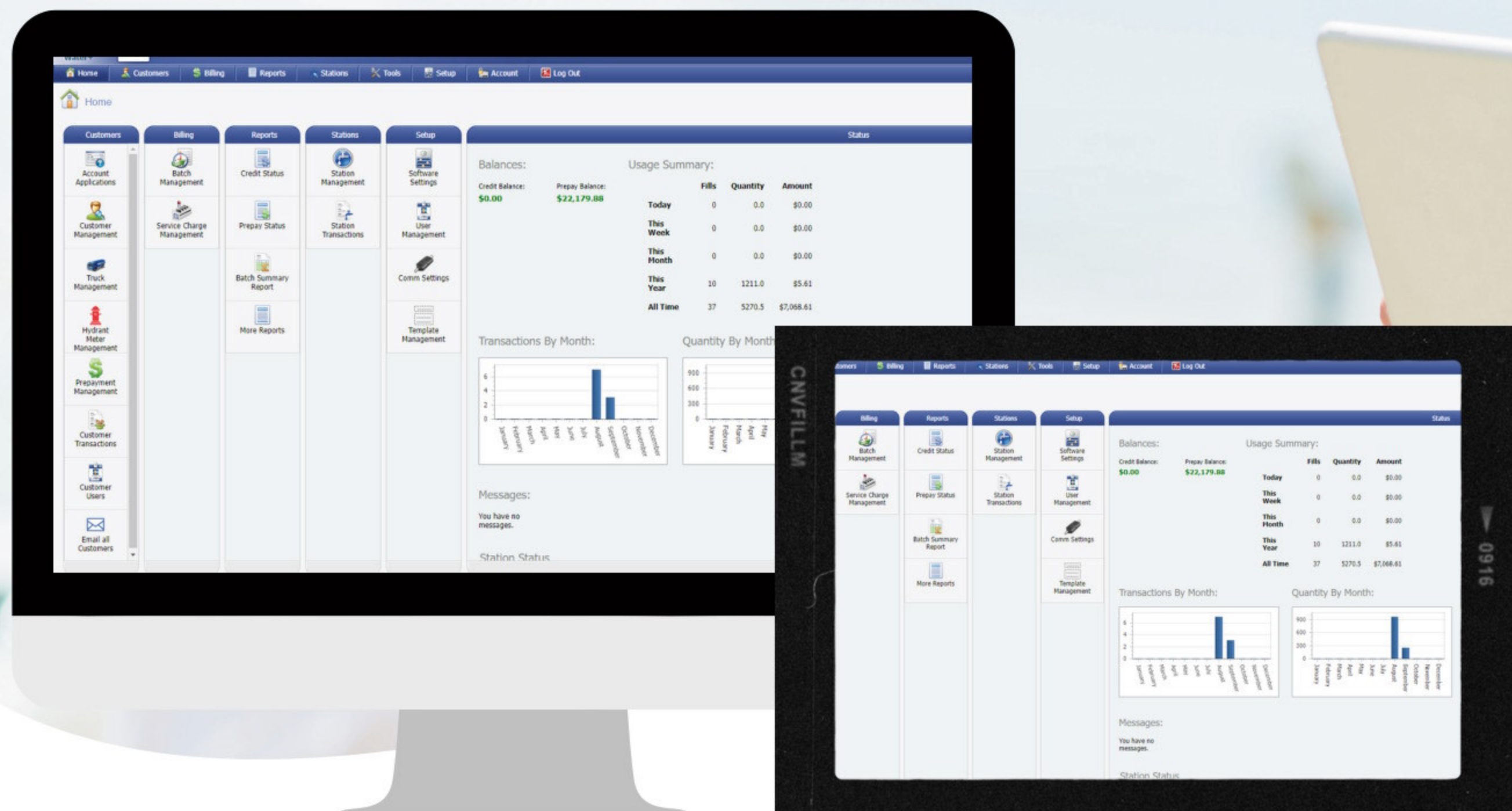
FOR INFORMATION ONLY



SLAB DESIGN AND ANCHORS BY OTHERS
CONTRACTOR TO CONFIRM PENETRATION LOCATIONS AND SIZES

NO	DR	CH	REVISION	APPD	DATE	SCALE: 1:15	UNITS: IN, LBS	</
----	----	----	----------	------	------	-------------	----------------	---

FLOWPOINT



You are in complete control of your bulk water stations

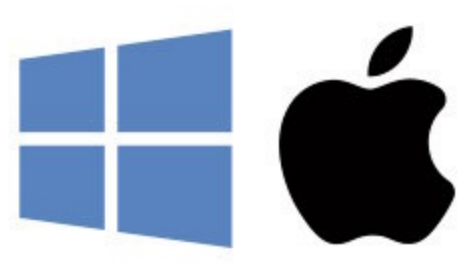
The Water+™ software is a cloud-based administrative application designed to remotely monitor, analyze and control your Flowpoint stations.

FEATURES

- ✓ Pull usage reports at the push of a button
- ✓ Eliminate guessing and the honor system
- ✓ Manage stations from any web-enabled device
- ✓ Automatic invoice and statement generation
- ✓ Online hauler account setup and management
- ✓ SMS text alarms on critical station parameters
- ✓ Receive money directly into your bank account
- ✓ Integration capabilities into your finance software



Cloud and Client-Server Versions Available.



Runs on Windows and iOS Devices



SECURE YOUR DATA

We use encrypted servers to safely process customer credit cards and provide access to your usage data



REDUCE ADMINISTRATION

Haulers can set up new accounts online, manage their accounts by adding more funds or printing reports



GENERATE REVENUE

With no more guessing or the honor system, you can now capture lost revenue and unaccounted water loss

CONTACT US FOR A DEMONSTRATION
877-655-5585



OUR GUARANTEE

Five-Nines Uptime Software (99.999%)
5 Years Parts Warranty
Never Exceed Proposal Price

MORE INFO



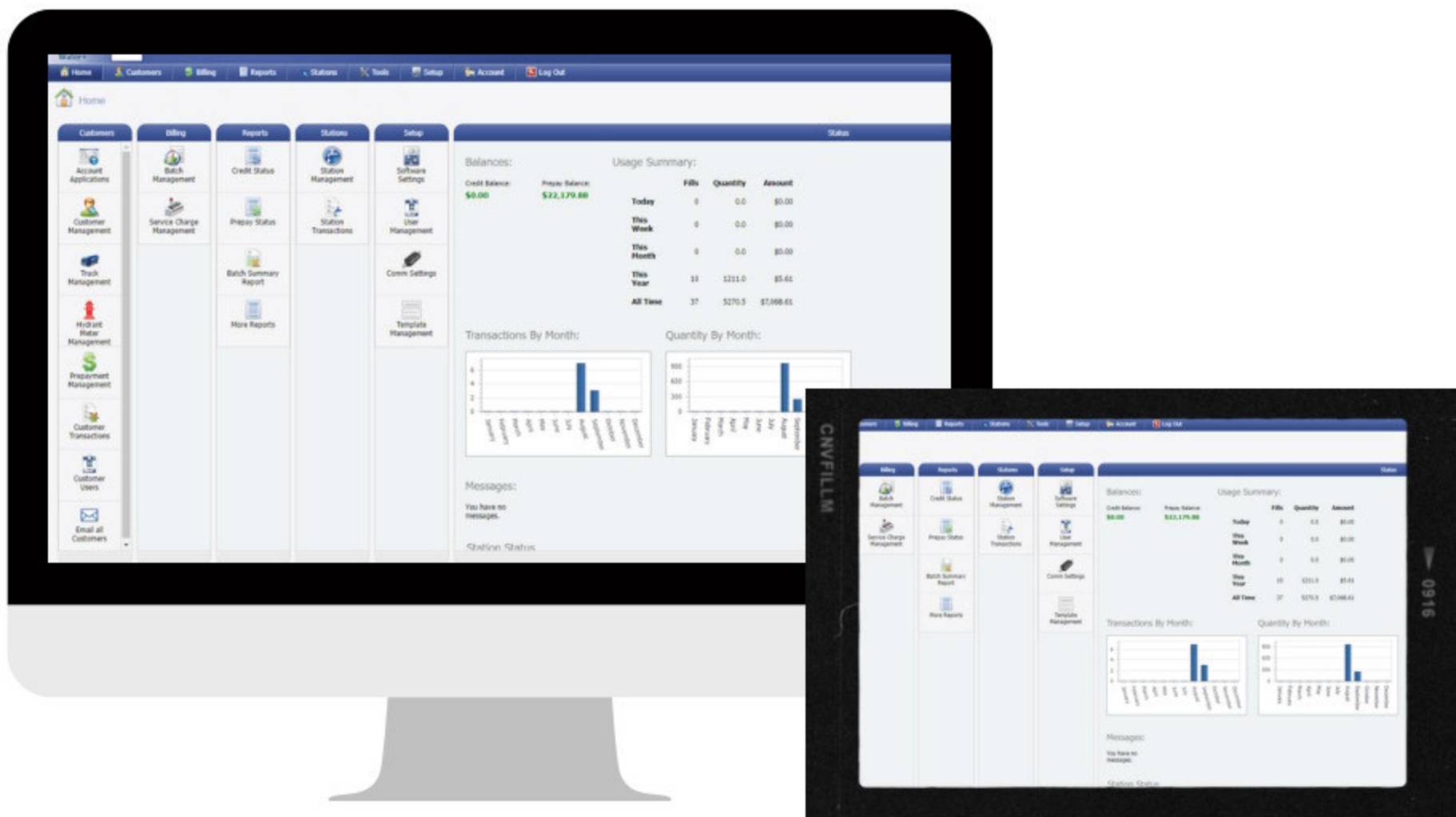
877-655-5585
flowpointsystems.com

@flowpoint-environmental-systems

Water+™ Software Comparison



FEATURES For full features list, contact Flowpoint	WATER+™ CLIENT - SERVER	WATER+™ CLOUD	
		LITE	FULL
Detailed customer and station administration	✓	✓	✓
Prepaid, Credit Card or On-Account Invoicing	✓	✓	✓
Control user access with custom permissions	✓	✓	✓
Comprehensive usage reports	✓	✓	✓
Centralized management of all your stations	✓	✓	✓
Supports up to 9,997 Access No. / PINs	✓	✓	✓
Set volume limits by station or by customer	✓	✓	✓
Customize pricing structures and discounts	✓	✓	✓
Restrict station access at customer level		✓	✓
No computer hardware or server to maintain Redundant automatic data backup 5-9's uptime guarantee		✓	✓
Dedicated administrative dashboard		✓	✓
Dedicated customer dashboard			✓
Approval automations for new accounts			✓
Use your own credit card merchant account			✓
Number of stations and hauler trucks supported	2 Stations / 100 Trucks	Up to 2 Stations Unlimited Trucks	Unlimited Stations & Trucks



DETAILED REPORTS AND DASHBOARDS HELP YOU AND YOUR CUSTOMERS MANAGE YOUR BULK WATER SALES

**CALL 877-655-5585
TO SCHEDULE YOUR DEMO**

**NEED MORE SUPPORT?
GO PRO**

Our CLOUD PRO subscription offers a plan where Flowpoint handles all customer hauler account management, calls, inquiries, phone based payment processing and all reporting and analytics. Outsource your water dispensing management to us and generate passive income for your utility.

CONTACT US FOR PRICING

FOR A FULL DETAILED FEATURES COMPARISON, CONTACT FLOWPOINT
Prices listed may change in response to changes in features or customizations. For detailed pricing proposal, contact us

INCLUDES OUR UNLIMITED PHONE AND WEB SUPPORT



OUR GUARANTEE
Five-Nines Uptime Software (99.999%)
5 Years Parts Warranty
Never Exceed Proposal Price



877-655-5585
flowpointsystems.com

@flowpoint-environmental-systems



CUSTOM COLORS

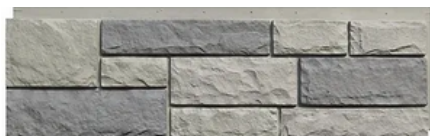
CUSTOMIZE YOUR STATION WITH CUSTOM PANELS

BRICK AND STONE PANELS

Design your station with the strength and durability of brick or stone facades. Colors and availability change often, and the images below are just a partial list of color options. For a full list of options ask your Flowpoint representative for current list of panel colors and availability.



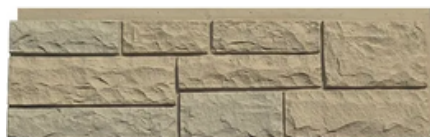
Above: Mountain Shadow Panel



TRI GRAY



NEW ENGLAND MOCHA



TRI BUFF



TRI SEDONA RED



DESERT BUFF



MOUNTAIN SHADOW



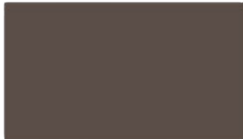
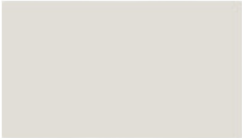
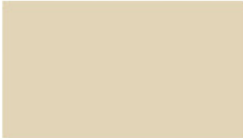
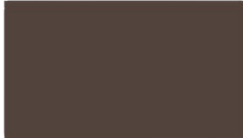
CHICAGO PANEL



CLASSIC BRICK

PANEL COLORS

Flowpoint Environmental Systems offers a wide range of panel and trim options to meet the needs of your design. The colors below are the options available for your station. Please note, some colors may extend lead times and carry additional costs. Check with your Flowpoint representative for pricing and availability.

				
BRIGHT WHITE	CASHMERE	METRO BROWN	BRIGHT RED	TILE RED
				
POLAR WHITE	ANTIQUE LINEN	COFFEE BROWN	DARK RED	BURGUNDY
				
APPLIANCE WHITE	WICKER	DARK BROWN	MIST GREEN	SAGE GREEN
				
CAMBRIDGE WHITE	TAN	BLACK	TURQUOISE	PACIFIC TURQUOISE
				
WHITE-WHITE	BRIARWOOD TAN	IRON ORE	DEEP WATER GREEN	FOREST GREEN
				
BONE WHITE	PEBBLESTONE	CHARCOAL	SPRUCE GREEN	MELCHERS GREEN
				
SURF WHITE	STONE GREY	REGENT GREY	GOLD	DARK GREEN
				
LABRADOR BLUE	HERON BLUE	SLATE BLUE	ROYAL BLUE	SAPPHIRE BLUE

Building Panels

Trim & Frame

Contact Us



877-655-5585



www.flowpointsystems.com

INSPIRATION



Here is a small sample of Flowpoint's custom panel and design options. Contact us for your project needs.



Septage Receiving Station: Regent Grey (Trim) / Forest Green (Panel)



Custom Pump Station Package - Bright Red (Trim) / White-White (Panel)



Water Stations: **Left:** Stone Grey (Trim)/White-White (Panel)
Right: Dark Brown (Trim) / Tan (Panel)



Solar Water Station: Labrador Blue (Trim) / White-White (Panel)



Water Sentry with faux brick panel and Dark Brown (trim)



Water Dispensing Station (foreground) color matched to Water Treatment Plant (background)

Contact Us



877-655-5585



www.flowpointsystems.com



Sources: Microsoft, Vantor

GHA GEWALT HAMILTON
ASSOCIATES, INC.
www.gha-engineers.com



0 84.24 168.48 ft



GIS Web Map
Village of Oak Brook, Illinois



ITEM 8.A.2.

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

AGENDA ITEM

Board of Trustees Regular Meeting
of
February 24, 2026

SUBJECT: Award of Contract - HVAC BAS Services Agreement

FROM: Tim O'Malley, Public Works Director

BUDGET SOURCE/BUDGET IMPACT: \$22,198.00 is budgeted in the FY2026 budget in account #321-72200.

RECOMMENDED MOTION: I move that the Village Board approve R-2348, a Resolution waiving the formal competitive bid process due to a sole-source service and award a three-year agreement to Trane, US, Inc., Willowbrook, IL, for the Butler Government Center and the Oak Brook Public Library HVAC BAS System Services Agreement in the amount of \$70,049.00 (\$22,198.00 2026/2027, \$23,331.00 for 2027/2028, and \$24,520.00 for 2028/2029), and approve Resolution R-2348 pending final attorney review and approval.

Background/History:

In 2015, the Village Board approved upgrading the HVAC system at the BGC. The upgrades were essentially converting the units from electric perimeter and duct preheat systems to a traditional gas burner forced air system. The operation of the controls is reliant on a proprietary building automation system (BAS) with Trane.

In 2019, the Village Board approved upgrading the HVAC system at the library. The upgrades were essentially replacing and converting the controls and BAS from its current Andover Continuum system to Trane to create better operation continuity across multiple Village facilities. In 2023, the Village Board approved the first extension of the 3-year contract.

The BAS is proprietary to Trane and cannot be maintained by anyone other than them. Therefore, there is no option to bid this service. The costs to convert the BAS to a non-proprietary system would require mechanical and control replacement and that cost far outweighs this multi-year agreement. The time to consider this change would be when that equipment has reached its useful life.

Recommendation:

Staff recommends that the Village Board approve R-2348, a Resolution waiving the formal competitive

bid process due to a sole source service and award a three-year agreement to Trane, US, Inc., Willowbrook, IL, for the Butler Government Center and the Oak Brook Public Library HVAC Building Automation System Services Agreement in the amount of \$70,049.00 (\$22,198.00 for 2026/2027, \$23,331.00 for 2027/2028, and \$24,520.00 for 2028/2029) and approve Resolution R-2348 pending final attorney review and approval.

Attachments:

1. Resolution # R-2348 - BGC & Library HVAC Building Automation Systems Service Agreement
2. BGCandOBPLHVACBASMaintAgrmnt
3. Village of Oak Brook - Trane BAS Service Agreement Renewal 2026-29_govt center and library

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

RESOLUTION
NUMBER 2026-PW-AG-HVAC-R-2348

A RESOLUTION
TO WAIVE COMPETITIVE BIDDING AND APPROVE THE
AWARD OF CONTRACT TO TRANE, US, INC., OF
WILLOWBROOK, IL, FOR THE BUTLER GOVERNMENT
CENTER AND THE OAK BROOK PUBLIC LIBRARY HVAC
BUILDING AUTOMATION SYSTEMS SERVICE AGREEMENT

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

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

Village Board

Published in pamphlet form by authority of the
President and the Board of Trustees of the Village of Oak
Brook on this 24th day of February 2026

RESOLUTION NO. 2026-PW-AG-HVAC-R-2348

A RESOLUTION

TO WAIVE COMPETITIVE BIDDING AND APPROVE THE AWARD OF CONTRACT TO
TRANE, US, INC., OF WILLOWBROOK, IL, FOR THE BUTLER GOVERNMENT CENTER
AND THE OAK BROOK PUBLIC LIBRARY HVAC BUILDING AUTOMATION SYSTEMS
SERVICE AGREEMENT

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

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

WHEREAS, in 2015 the Village Board approved upgrading the HVAC system at the Butler Government Center to convert the units from electric perimeter and duct preheat systems to a traditional gas burner forced air system, of which, includes a control system that is reliant on a proprietary building automation system (BAS) with Trane, US, Inc., of Willowbrook, IL ("Company");

WHEREAS, in 2019 the Village Board approved upgrading the HVAC system at the library to replace and convert the controls and BAS from its current Andover Continuum system to Company to create better operation continuity across multiple Village facilities, which was then extended in 2023 for an additional three years, and is now in need of extension once more;

WHEREAS, Staff is recommending that the Corporate Authorities waive further bidding and award the contract in the form attached hereto and incorporated herein as Exhibit A (the "Agreement") to the Company, in the amount of \$70,049.00 (\$22,198.00 for 2026/2027, \$23,331.00 for 2027/2028, and \$24,520.00 for 2028/2029 for the Butler Government Center and the Oak Brook Public Library HVAC BAS System Service Agreement, all as further detailed therein;

WHEREAS, the Village of Oak Brook Corporate Authorities are of the opinion that it is in the best interests of the Village of Oak Brook to approve the Agreement for the purposes referenced herein.

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

Section One – Recitals

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

Section Two – Approval of Agreement

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

Section Three – Authorization and Direction

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

Section Four - Other Actions Authorized

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

Section Five - Authorization of Expenditures

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

Section Six – Waiver of Bidding Process

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

Section Seven - Acts of Village Officials

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

Section Eight – Effective Date

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

Section Nine - Publication

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

Section ten – Conflict Clause

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

Section Eleven – Saving Clause

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

Section Twelve – Recording

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

PASSED THIS 24th day of February 2026.

Ayes: _____

Nays: _____

Absent: _____

APPROVED THIS 24th day of February 2026.

LAURENCE E. HERMAN,
Village President

ATTEST:

NETASHA SCARPINITI,
Village Clerk

EXHIBIT A

[Agreement]



REVIEW OF CONTRACTS

Awarding Agency:

VOB

Type of Contract:

Prof. Svs.

Department:

PW

Program/Account Number:

321-72200

Awarded Contract Price:

\$70,049.00 (3YR Term)

Budgeted Amount:

\$22,198.00 7/26

CONTRACT AMOUNT



Up To \$20,000



\$500,001 - \$1,000,000



\$20,000 - \$500,000



Over \$1,000,000

NOTES

Butler Government Center and Oak Brook
Public Library HVAC BAS Controls
Maintenance Agreement

DEPARTMENT DIRECTOR SIGNATURE

Name:

William Ormally

Date:

2/4/26

INITIAL REVIEWING ATTORNEY SIGNATURE

Name:

Date:

APPROVED BY VILLAGE MANAGER

Name:

Date:

FINAL REVIEW AS TO FORM ATTORNEY SIGNATURE

Name:

Date:

- ☐ Three (3) Originals signed by other party Date/Initials _____
- ☐ Original provided to staff member for other party Date/Initials _____
- ☐ Original provided to Official Files Date/Initials _____

**VILLAGE OF OAK BROOK
PROFESSIONAL SERVICES AGREEMENT**

This AGREEMENT is dated as of the ____ day of _____, 2026 ("**Agreement**"), and is by and between the **VILLAGE OF OAK BROOK, 1200 Oak Brook Road, Oak Brook, Illinois 60523** an Illinois municipal corporation ("**Village**"), and **TRANE US, INC., 7100 South Madison, Willowbrook, Illinois 60527-5505** ("**Consultant**").

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in the Agreement, and pursuant to the Village's statutory powers, the parties agree as follows:

SECTION 1. SCOPE OF SERVICES. The Village retains the Consultant to perform, and the Consultant agrees to perform, all necessary services to perform the work in connection with the project identified below ("**Services**"), which Services the Consultant shall provide pursuant to the terms and conditions of this Agreement:

Butler Government Center and Oak Brook Public Library HVAC BAS Controls Three Year Maintenance Agreement February 1, 2026 – January 31, 2029, as more fully described in Exhibit A.

TIME OF PERFORMANCE. The Consultant shall perform and complete the Services as mutually agreed upon between Village and Consultant ("**Time of Performance**").

SECTION 2. COMPENSATION.

A. Agreement Amount. The total amount billed by the Consultant for the Services under this Agreement shall not exceed **\$70,049.00 (\$22,198.00 for February 1, 2026 – January 31, 2027, \$23,331.00 for February 1, 2027 – January 31, 2028, and \$24,520.00 for February 1, 2028 – January 31, 2029)**, including reimbursable expenses, without the prior express written authorization of the Village Manager.

B. Taxes, Benefits, and Royalties. Each payment by the Village to the Consultant includes all applicable federal, state, and Village taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties, and fees arising from the use of, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation because of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Consultant.

C. Payment of Agreement Amount.
Payments shall be made pursuant to the terms of the Local Government Prompt Payment Act, 50 ILCS 505/3 *et seq.*

D. No Automatic Renewal. Notwithstanding anything to the contrary contained in this Agreement: (a) in no

event shall the term of this Agreement be longer than the term expressly stated in this Agreement; (b) any automatic renewal or extension (whether or not conditioned upon any notice or absence thereof from either Party) or any similar "evergreen" provision shall be deemed null and void *ab initio*; and (c) the term of this Agreement shall not be extended or renewed except by written agreement duly authorized, executed and delivered by the Parties hereto. In the event of any inconsistency within this Agreement relating to the duration of the initial term hereof, the shorter initial term shall govern. If no initial term is stated in this Agreement, then the term shall be one year from the date on which the term commences

SECTION 3. REPRESENTATIONS OF CONSULTANT. The Consultant represents and certifies that the Services shall be performed in accordance with the standards of professional practice, care, and diligence practiced by recognized consultants in performing services of a similar nature in existence at the Time of Performance. The representations and certifications expressed shall be in addition to any other representations and certifications expressed in this Agreement, or expressed or implied by law, which are hereby reserved unto the Village.

The Consultant further represents that it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the Services in a manner consistent with the standards of professional practice by recognized consultants providing services of a similar nature. The Consultant shall provide all personnel necessary to complete the Services.

SECTION 4. INDEMNIFICATION; INSURANCE; LIABILITY.

A. Indemnification. The Consultant proposes and agrees that the Consultant shall indemnify and save harmless the Village against all damages, liability, claims, losses, and expenses (including attorneys' fee) that may arise, or be alleged to have arisen, out of or in connection with the Consultant's performance of, or failure to perform, the Services or any part thereof, or any failure to meet the representations and certifications set forth in Section 4 of this Agreement.

B. Insurance. The Consultant acknowledges and agrees that the Consultant shall, and has a duty to

maintain adequate insurance, in an amount, and in a form and from companies, acceptable to the Village. The Consultant's maintenance of adequate insurance shall not be construed in any way as a limitation on the Consultant's liability for losses or damages under this Agreement.

C. No Personal Liability. No elected or appointed official or employee of the Village shall be personally liable, in law or in contract, to the Consultant as the result of the execution of this Agreement.

SECTION 5. GENERAL PROVISIONS.

A. Relationship of the Parties. The Consultant shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement shall be construed to: (1) create the relationship of principal and agent, employer and employee, partners, or joint venturers between the Village and Consultant; or (2) to create any relationship between the Village and any subcontractor of the Consultant.

B. Conflicts of Interest. The Consultant represents and certifies that, to the best of its knowledge: (1) no Village employee or agent is interested in the business of the Consultant or this Agreement; (2) as of the date of this Agreement, neither the Consultant nor any person employed or associated with the Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Consultant nor any person employed by or associated with the Consultant shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

C. No Collusion. The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.* If at any time it shall be found that the Consultant has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant shall be liable to the Village for all loss or damage that the Village may suffer, and this Agreement shall, at the Village's option, be null and void.

D. Termination. Notwithstanding any other provision hereof, the Village may terminate this Agreement at any time upon 15 days prior written notice to the Consultant. In the event that this Agreement is so terminated, the Consultant shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to

termination, not exceeding the value of the Services completed.

E. Compliance with Laws and Grants. Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* Consultant shall also comply with all conditions of any federal, state, or local grant received by the Village or Consultant with respect to this Contract or the Services. Consultant shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Consultant's, or its subcontractors, performance of, or failure to perform, the Services or any part thereof. Every provision of law required by law to be inserted into this Contract shall be deemed to be inserted herein.

F. Prevailing Wage. Pursuant to Section 4 of the Illinois Prevailing Wage Act, 820 ILCS 130/4, Consultant agrees and acknowledges that not less than the applicable rate of prevailing of wages, as found or ascertained by the Department of Labor and made available on the Department's Official website, or determined by the court on review, shall be paid for each craft or type of worker needed to execute this contract or to perform such work, and it shall be mandatory upon the Consultant to whom the contract is awarded and upon any subcontractor under him, to pay not less than the specified rates to all laborers, workers and mechanics employed by them in the execution of this contract.

G. Certified Payroll. Consultant shall, in accordance with Section 5 of the Illinois Prevailing Wage Act, 820 ILCS 130/5, submit to the Department of Labor on a monthly basis, a certified payroll. The certified payroll shall consist of a complete copy of those records required to be made and kept by the Prevailing Wage Act. The certified payroll shall be accompanied by a statement signed by the Consultant or subcontractor which certifies that: (1) such records are true and accurate; (2) the hourly rate paid is not less than the general prevailing rate of hourly wages required by the Prevailing Wage Act; and (3) Consultant or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class A misdemeanor. A general contractor may rely upon the certification of a lower tier subcontractor, provided that the general contractor does not knowingly rely upon a subcontractor's false certification. Upon seven business days' notice, Consultant and each

subcontractor shall make available for inspection and copying at a location within this State during reasonable hours, the records required to be made and kept by the Act to: (i) the Village, its officers and agents; (ii) the Director of Labor and his deputies and agents; and (iii) to federal, State, or local law enforcement agencies and prosecutors

H. Default. If it should appear at any time that the Consultant has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement ("**Event of Default**"), and fails to cure any such Event of Default within ten business days after the Consultant's receipt of written notice of such Event of Default from the Village, then the Village shall have the right, without prejudice to any other remedies provided by law or equity, to (1) terminate this Agreement without liability for further payment; or (2) withhold from any payment or recover from the Consultant, any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default by the Consultant or as a result of actions taken by the Village in response to any Event of Default by the Consultant.

I. Assignment. This Agreement may not be assigned by the Village or by the Consultant without the prior written consent of the other party.

J. Notice. All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered: (1) personally; (2) by a reputable overnight courier; or by (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of: (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. Notices and communications to the Village shall be addressed to, and delivered to, the following address:

Village of Oak Brook
1200 Oak Brook Road
Oak Brook, Illinois 60523
Attention: Tim O'Malley, Public Works
Director

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

Trane US, Inc.
7100 South Madison Street,

Willowbrook, Illinois 60527
Attention: Ryan Hardy, Account Manager

K. Waiver. Neither the Village nor the Consultant shall be under any obligation to exercise any of the rights granted to them in this Agreement except as it shall determine to be in its best interest from time to time. The failure of the Village or the Consultant to exercise at any time any such rights shall not be deemed or construed as a waiver of that right, nor shall the failure void or affect the Village's or the Consultant's right to enforce such rights or any other rights.

L. Third Party Beneficiary. No claim as a third party beneficiary under this Agreement by any person, firm, or corporation shall be made or be valid against the Village.

M. Governing Law; Venue. This Agreement shall be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois. Venue for any action arising out of this Agreement shall be in the Circuit Court for DuPage County, Illinois.

N. Conflicts; Exhibits. If any term or provision in this Agreement conflicts with any term or provision of an attachment or exhibit to this Agreement, the terms and provisions of this Agreement shall control.

O. No Disclosure of Confidential Information by the Consultant. Confidential information means all material, non-public, business-related information, written or oral, whether or not it is marked that is disclosed or made available to the Consultant, directly or indirectly, through any means of communication or observation. The Consultant acknowledges that it shall, in performing the Services for the Village under this Agreement, have access, or be directly or indirectly exposed, to Confidential Information. The Consultant shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without the express prior written consent of the Village. The Consultant shall use reasonable measures, at least as strict as those the Consultant uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subcontractors of the Consultant to execute a non-disclosure agreement before obtaining access to Confidential Information.

ATTEST:

VILLAGE OF OAK BROOK

By: _____
Netasha Scarpiniti, Village Clerk

By: _____
Greg Summers, Village Manager

ATTEST:

TRANE US, INC.

By: _____

By: _____

Title: _____

Its: _____

EXHIBIT A

(PROPOSAL ID: 8346423, DATED JANUARY 15, 2026)



Trane U.S. Inc.
7100 South Madison
Willowbrook, IL 60527
Phone: (630) 734-3200
Fax: (630) 323-9040

January 15, 2026

Village Of Oak Brook
1200 Oak Brook Rd
Oak Brook, IL 60523-6052

Sites:

- Oak Brook Public Library
- Oak Brook Butler Government Center

ATTENTION: John Temes

SUBJECT: Continuation of Service Agreement at Butler Government Center & Public Library – 3 Years

Your existing 3 year Trane Service Agreement 7019846 is scheduled for renewal on February 1, 2026. To assure that there will be no interruption of service and benefits to Village of Oak Brook, your 3 year Service Agreement 8346423 renewal will be extended through January 31, 2029. The adjusted Service Fees for the renewal term for all sites is set forth in the following table:

Contract Year	Annual Amount - All Sites USD	Payment USD	Payment Term
Year 1: 2/1/26 to 1/31/27	\$22,198.00	\$22,198.00	Annual
Year 2: 2/1/27 to 1/31/28	\$23,331.00	\$23,331.00	Annual
Year 3: 2/1/28 to 1/31/29	\$24,520.00	\$24,520.00	Annual

The Annual Amount and Payment information set forth above DO NOT include applicable sales tax. Applicable sales taxes will be included upon generation of the invoice for the renewed Service Agreement. Payment of applicable sales tax is the responsibility of the Customer.

If there is any reason why this Service Agreement should not be extended through this period, please notify Trane in writing prior to the renewal date indicated above. If so notified, Trane can continue at your discretion to provide services beyond the renewal date at our standard time and material rates.

SCOPE OF SERVICE

The Scope of Service for the new agreement period will be:

The following "Covered Equipment" will be serviced at Oak Brook Butler Government Center – 1200 Oak Brook Rd, Oak Brook, IL

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Tracer SC Building Automation	1	Trane	BMSC000AA	E16M93247	BAS

Service Description

Initial Mapping and Tuning of Analytics and Data in Cloud (Service 2)
Connected Building Controls Operating Inspection - Onsite (Service 3)
Connected Building Controls Operating Inspection - Remote (Service 4)

Quantity Per Term

1
6 (2 per yr)
6 (2 per yr)

The following "Covered Equipment" will be serviced at Oak Brook Public Library – 600 Oak Brook Rd, Oak Brook, IL

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Tracer SC+ Building Automation	1	Trane	X136516950	E19H01547	BAS

Service Description

Initial Software Upgrade and Renew SMP License (Service 1)
Initial Mapping and Tuning of Analytics and Data in Cloud (Service 2)
Connected Building Controls Operating Inspection - Onsite (Service 3)
Connected Building Controls Operating Inspection - Remote (Service 4)

Quantity Per Term

1 – 3 yr license
1
6 (2 per yr)
6 (2 per yr)

TERMS & CONDITIONS

Terms & Conditions for the renewal period are attached.

CLARIFICATIONS

If Village of Oak Brook accounting procedures require a purchase order for the renewal term, please provide your purchase order number to Trane prior to the renewal date.

We value your business and look forward to continuing to serve and contribute to your organization's success.

Sincerely,

Ryan Hardy

Ryan Hardy
Account Manager – Trane
Ryan.hardy@tranetechnologies.com
630-780-9374

TARIFFS

Trane shall have the right, at its discretion, to pass along any related increases should (1) its costs related to the manufacture, supply, and shipping for any product or service materially increase. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control and/or (2) any tariffs, taxes, levies or fees affecting, placed on or related to any product or service materially increases.

CUSTOMER ACCEPTANCE

Authorized Representative

Printed Name

Title

Purchase Order

Acceptance Date



CONNECTED CUSTOMER SERVICE FLOWS

The following Customer Service Flows provide additional service description detail for Covered Equipment.

Service 1: Initial Renew SMP License

Description

- Get SMP License for Customer
- Apply New SMP License
- Software Upgrade

Service 2: Initial Mapping and Tuning of Analytics and Data in Cloud

Description

- Mapping and Tuning - Data points are mapped and analytics are tuned to match custom nature of customer's building automation system to maximize value of advanced analytics package.

Service 3: Connected Building Controls Operating Inspection - Onsite

Description

- Technician Check In - Technician checks in with customer to discuss scope of work for that day and any customer concerns or information.
- Hardening Report - Technician runs cybersecurity hardening report for the system controller(s).
- Alarm Routing - Technician checks that existing alarm routing configuration is correct and that alarms are routing to correct people within organization as appropriate.
- Device Communication Check - Technician checks device communication links, analyzes for communication failures or intermittent communication, and captures current state.
- User Access Review - Technician reviews list of users with access to the BAS/BMS/Trane Connect and captures current state.
- User Override Report - Technician runs a user override report to determine what overrides are currently in place for the system.
- Building Schedule and Area Review - Technician reviews current building schedules and captures current state.
- Alarm Log Review - Technician reviews alarm log and captures current status.
- Building Analytics - Technician reviews building analytics to ensure design operation of systems and identify any operational anomalies based on what analytics are reporting.
- Service Advisories - Technician runs Exception History Report and documents their findings.
- Additional Item Identification - Technician identifies items that require further investigation and provides quotes as needed.
- Document Findings in Trane Connect - Technician captures any findings and uploads into Trane Connect for customer visibility.
- Finalize Field Report - Technician documents work in customer field report.
- Checkout with Customer - Technician discusses work with customer and discusses any next steps that they recommend.

Service 4: Connected Building Controls Operating Inspection - Remote

Description

- Technician Check In - Technician checks in with customer to discuss scope of work for that day and any customer concerns or information.
- Hardening Report - Technician runs cybersecurity hardening report for the system controller(s).
- Alarm Routing - Technician checks that existing alarm routing configuration is correct and that alarms are routing to correct people within organization as appropriate.
- Device Communication Check - Technician checks device communication links, analyzes for communication failures or intermittent communication, and captures current state.
- User Access Review - Technician reviews list of users with access to the BAS/BMS/Trane Connect and captures current state.
- User Override Report - Technician runs a user override report to determine what overrides are currently in place for the system.
- Building Schedule and Area Review - Technician reviews current building schedules and captures current state.
- Alarm Log Review - Technician reviews alarm log and captures current status.

- Building Analytics - Technician reviews building analytics to ensure design operation of systems and identify any operational anomalies based on what analytics are reporting.
- Service Advisories - Technician runs Exception History Report and documents their findings.
- Additional Item Identification - Technician identifies items that require further investigation and provides quotes as needed.
- Document Findings in Trane Connect - Technician captures any findings and uploads into Trane Connect for customer visibility.
- Finalize Field Report - Technician documents work in customer field report.
- Checkout with Customer - Technician discusses work with customer and discusses any next steps that they recommend.

TERMS AND CONDITIONS - SERVICE

"Company" shall mean Trane U.S. Inc. dba Trane for Company performance in the United States and Trane Canada ULC for Company performance in Canada.

1. Agreement. These terms and conditions ("Terms") are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the following commercial services as stated in the Proposal (collectively, the "Services"): inspection, maintenance and repair (the "Maintenance Services") on equipment (the "Covered Equipment"), specified Additional Work (if any), and, if included in the Proposal, Intelligent Services, Energy Assessment, and any other services using remote connectivity (collectively and individually referred to in these Terms as "Trane Digital Services"). **COMPANY'S TERMS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Acceptance. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to these Terms and Conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's Terms and Conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to perform in accordance with the Proposal and Company Terms and Conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Customer's acceptance of performance by Company will in any event constitute an acceptance by Customer of Company's Terms and Conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or Terms and Conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services provided by Company to the date of cancellation.

4. Fees and Taxes. Fees for the Services (the "Service Fees") are as set forth in the Proposal. Except as otherwise stated in the Proposal, Service Fees are based on performance during regular business hours. Charges for performance outside Company's normal business hours shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fees, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with an acceptable tax exemption certificate.

5. Payment. Payment is due upon receipt of Company's invoice. Service Fees shall be paid no less frequently than quarterly and in advance of performance of the Services. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Without liability to Customer, Company may discontinue performance whenever payment is overdue. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing this Agreement.

6. Customer Breach. Each of the following constitutes a breach by Customer and shall give Company the right, without an election of remedies, to suspend performance or terminate this Agreement by delivery of written notice declaring termination. Upon termination, Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead): (a) Any failure by Customer to pay amounts when due; (b) any general assignment by Customer for the benefit of its creditors, Customer's bankruptcy, insolvency, or receivership; (c) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (d) Any failure by Customer to perform or comply with any material provision of this Agreement.

7. Performance. Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances when Company performs the Services. Company may refuse to perform where working conditions could endanger property or put people at risk. Unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines. This Agreement presupposes that all major pieces of Covered Equipment are in proper operating condition as of the date hereof. Services furnished are premised on the Covered Equipment being in a maintainable condition. In no event shall Company have any obligation to replace Covered Equipment that is no longer maintainable. During the first 30 days of this Agreement, or upon initial inspection, and/or upon seasonal start-up (if included in the Services), if an inspection by Company of Covered Equipment indicates repairs or replacement is required, Company will provide a written quotation for such repairs or replacement. If Customer does not authorize such repairs or replacement, Company may remove the unacceptable equipment from the Covered Equipment and adjust the Service Fees accordingly. Customer authorizes Company to utilize Customer's telephone line or network infrastructure to connect to controls, systems and/or equipment provided or serviced by Company and to provide Services contracted for or otherwise requested by Customer, including remote diagnostic and repair service. Customer acknowledges that Company is not responsible for any adverse impact to Customer's communications and network infrastructure. Company may elect to install/attach to Customer equipment or provide portable devices (hardware and/or software) for execution of control or diagnostic procedures. Such devices shall remain the personal proprietary property of Company and in no event shall become a fixture of Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices used in connection with the Services on Customer equipment. Company may remove such devices at its discretion. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company.

8. Customer Obligations. Customer shall: (a) Provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; (b) Follow manufacturer recommendations concerning teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; unless expressly stated in the Scope of Services statement, Company is not performing any manufacturer recommended teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; and (c) Where applicable, unless water treatment is expressly included in the Services, provide professional cooling tower water treatment in accordance with any reasonable recommendations provided by Company.

9. Exclusions. Unless expressly included in the Covered Equipment or the Services, the Services do not include, and Company shall not be responsible for or liable to the Customer for any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from, any of the following: (a) Any guarantee of room conditions or system performance; (b) Inspection, maintenance, repair, replacement of or services for: chilled water and condenser water pumps and piping; electrical disconnect switches or circuit breakers; motor starting equipment that is not factory mounted and interconnecting power wiring; recording or portable instruments, gauges or thermometers; non-moving parts or non-maintainable parts of the system, including, but not limited to, storage tanks; pressure vessels, shells, coils, tubes, housings, castings, casings, drain pans, panels, duct work; piping: hydraulic, hydronic, pneumatic, gas, or refrigerant; insulation; pipe covering; refractory material; fuses, unit cabinets; electrical wiring; ductwork or conduit; electrical distribution system; hydronic structural supports and similar items; the appearance of decorative casing or cabinets; damage sustained by other equipment or systems; and/or any failure, misadjustment or design deficiencies in other equipment or systems; (c) Damage, repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, wear and tear, end of life failure, water damage, improper operation, unauthorized alteration of equipment, accident, acts or omissions of Customer or others, damage due to freezing weather, calamity, malicious act, or any Event of Force Majeure; (d) Any damage or malfunction resulting from vibration, electrolytic action, freezing, contamination, corrosion, erosion, or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Company as part of this Agreement; (e) Furnishing any items of equipment, material, or labor/labour, or performing special tests recommended or required by insurance companies or federal, state, or local governments; (f) Failure or inadequacy of any structure or foundation supporting or surrounding the equipment to be worked on or any portion thereof; (g) Building access or alterations that might be necessary to repair or replace Customer's existing equipment; (h) The normal function of starting and stopping equipment or the opening and closing of valves, dampers or regulators normally installed to protect equipment against damage; (i) Valves that are not factory mounted; balance, stop, control, and other valves external to the device unless specifically included in the Agreement; (j) Any responsibility for design or redesign of the system or the Covered Equipment, obsolescence, safety tests, or removal or reinstallation of valve bodies and dampers; (k) Any services, claims, or damages arising out of Customer's failure to comply with its obligations under this Agreement; (l) Failure of Customer to follow manufacturer recommendations concerning teardown and internal inspection, overhaul and refurbishing of equipment; (m) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving pre-existing building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi; (n) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the Services, in which case replacement shall in no event exceed the stated percentage of rated system charge per year expressly stated in the Services; (o) crane or rigging costs; (p) Any Services, claims, or damages arising out of refrigerant not supplied by Company. Customer shall be responsible for: (i) The cost of any additional replacement refrigerant; (ii) Operation of any equipment; and (iii) Any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

10. Limited Warranty. Company warrants that: (a) the material manufactured by Company and provided to Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement; and (b) the labor/labour portion of the Maintenance Services and Additional Work has been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any labor/labour improperly performed by Company. No liability whatsoever shall attach to Company until the Maintenance Services and Additional Work have been paid for in full. Exclusions from this Warranty include claims, losses, damages and expenses in any way connected with, related to or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Company; and modifications made by others to equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of equipment manufactured by Company may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by such component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF. NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.**

11. Indemnity. To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

12. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), OR CONTAMINANTS LIABILITIES, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY OVER THE 12 MONTH PERIOD PRECEDING THE DATE OF OCCURRENCE FOR THE SERVICES AND ADDITIONAL WORK FOR THE LOCATION WHERE THE LOSS OCCURRED. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING TRANE DIGITAL SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

13. CONTAMINANTS LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH) DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

14. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos polychlorinated biphenyl ("PCB"), or other hazardous materials (collectively, "Hazardous Materials"). Customer warrants and represents that there are no Hazardous Materials on the premises that will in any way affect Company's performance, except as set forth in a writing signed by Company disclosing the existence and location of any Hazardous Materials in all areas within which Company will be performing. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and notify Customer. Customer will be responsible for correcting the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the premises site for the presence of Hazardous Materials.

15. Insurance. Company agrees to maintain the following insurance during the term of this Agreement with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive rights of subrogation.

16. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company is unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism; war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic; insurrections; riots; labor/labour disputes; labor/labour or material shortages from the usual sources of supply; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the

necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

17. Maintenance Services Other Than Solely Scheduled Service. If Company's Maintenance Services hereunder are not limited solely to Scheduled Service, the following provisions shall also apply: (a) Required restoration shall be performed by Customer at its cost prior to Company being obligated to perform hereunder; (b) any changes, adjustments, service or repairs made to the Equipment by any party other than Company, unless approved by Company in writing, may, at Company's option, terminate Company's obligation to render further service to the Equipment so affected; in such case no refund of any portion of the Service Fees shall be made; and (c) Customer shall (i) promptly notify Company of any unusual performance of Equipment; (ii) permit only Company personnel to repair or adjust Equipment and/or controls during the Term or a Renewal Term; and (iii) utilize qualified personnel to properly operate the Equipment in accordance with the applicable operating manuals and recommended procedures.

18. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which Company performs the Services. Any dispute arising under or relating to this Agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by United States Federal judicial bodies and boards of contract appeals of the United States Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other Terms of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. Customer may not assign, transfer, or convey this Agreement, or its right, title or interest herein, without the written consent of Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

19. Federal Requirements. The Parties shall comply with all United States federal labor law obligations under 29 CFR part 471, appendix A to subpart A. THE FOLLOWING PROVISIONS ARE INCORPORATED HEREIN BY REFERENCE: Executive Order 11701 and 41 CFR §§ 60-250.5(a), 60-300.5; Executive Order 11758 and 41 CFR § 60-741.5(a); U.S. immigration laws, including the L-1 Visa Reform Act of 2004 and the H-1B Visa Reform Act of 2004; and Executive Order 13496. The Parties shall abide by the requirements of 41 CFR 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to protected veteran status or disability. The Parties certify that they do not operate any programs promoting DEI that violate any applicable United States anti-discrimination laws and acknowledge and agree that their compliance with all applicable federal anti-discrimination laws is material to the federal government's payment decisions. The Parties acknowledge and agree that their employment, procurement, and contracting practices shall not consider race, color, sex, sexual preference, religion, or national origin in ways that violate United States federal civil rights laws.

20. Export Laws. The obligation of Company to supply Equipment and/or Services under this Agreement is subject to the ability of Company to supply such items consistent with applicable laws and regulations of the United States and other governments. Company reserves the right to refuse to enter into or perform any order, and to cancel any order, under this Agreement if Company in its sole discretion determines that performance of the transaction to which such order relates would violate any such applicable law or regulation. Customer will pay all handling and other similar costs from Company's factories including the costs of freight, insurance, export clearances, import duties and taxes. Customer will be "exporter of record" with respect to any export from the United States of America and will perform all compliance and logistics functions in connection therewith and will also comply with all applicable laws, rules and regulations. Customer understands that Company and/or the Equipment and/or Services are subject to laws and regulations of the United States of America which may require licensing or authorization for and/or prohibit export, re-export or diversion of Company's Equipment and/or Services to certain countries, and agrees it will not knowingly assist or participate in any such diversion or other violation of applicable United States of America laws and regulations. Customer agrees to hold harmless and indemnify Company for any damages resulting to Customer or Company from a breach of this paragraph by Customer.

21. U.S. Government Services. The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. **The following provision applies only to indirect sales by Company to the US Government.** As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations, and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility, or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

22. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver or its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.130-7 (0325)
Supersedes 1-26.130-7 (0225)

SECURITY ADDENDUM

This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada ULC for sales and services in Canada.

1. **Definitions.** All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:
"Customer Data" means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.
"Equipment" shall have the meaning set forth in the Agreement.
"HVAC Machine Data" means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. "Personal Data" means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.
"Security Incident" shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.
"Services" shall have the meaning set forth in the Agreement.
2. **HVAC Machine Data: Access to Customer Extranet and Third Party Systems.** If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:
 - a. **Accounts.** Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
 - b. **Systems.** Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
 - c. **Restrictions.** Unless otherwise approved by Customer in writing, Trane will not download, mirror or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices or servers.
 - d. **Account Termination.** Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).
 - e. **Third Party Systems.** Trane will provide Customer prior notice before it uses any third party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.
3. **Customer Data: Confidentiality.** Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.
4. **Customer Data: Compliance with Laws.** Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to Trane's processing of Customer Confidential Information (collectively, "Laws").
5. **Customer Data: Information Security Management.** Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("Information Security Program"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.
6. **Monitoring.** Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.
7. **Audits.** Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.
8. **Information Security Contact.** Trane's information security contact is Local Sales Office.
9. **Security Incident Management.** Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.
10. **Threat and Vulnerability Management.** Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third-parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.
11. **Security Training and Awareness.** New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as

appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.

12. Secure Disposal Policies. Trane will maintain policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.
13. Logical Access Controls. Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.
14. Contingency Planning/Disaster Recovery. Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e. fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following
 - (i) Data backups; and
 - (ii) Formal disaster recovery plan. Such disaster recovery plan is tested at least annually.
15. Return of Customer Data. If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession, custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.
16. Background Checks Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.
17. DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.

October 2024
Supersedes: November 2023v2



Trane U.S. Inc.
7100 South Madison
Willowbrook, IL 60527
Phone: (630) 734-3200
Fax: (630) 323-9040

January 15, 2026

Village Of Oak Brook
1200 Oak Brook Rd
Oak Brook, IL 60523-6052

Sites:

- Oak Brook Public Library
- Oak Brook Butler Government Center

ATTENTION: John Temes

SUBJECT: Continuation of Service Agreement at Butler Government Center & Public Library – 3 Years

Your existing 3 year Trane Service Agreement 7019846 is scheduled for renewal on February 1, 2026. To assure that there will be no interruption of service and benefits to Village of Oak Brook, your 3 year Service Agreement 8346423 renewal will be extended through January 31, 2029. The adjusted Service Fees for the renewal term for all sites is set forth in the following table:

Contract Year	Annual Amount - All Sites USD	Payment USD	Payment Term
Year 1: 2/1/26 to 1/31/27	\$22,198.00	\$22,198.00	Annual
Year 2: 2/1/27 to 1/31/28	\$23,331.00	\$23,331.00	Annual
Year 3: 2/1/28 to 1/31/29	\$24,520.00	\$24,520.00	Annual

The Annual Amount and Payment information set forth above DO NOT include applicable sales tax. Applicable sales taxes will be included upon generation of the invoice for the renewed Service Agreement. Payment of applicable sales tax is the responsibility of the Customer.

If there is any reason why this Service Agreement should not be extended through this period, please notify Trane in writing prior to the renewal date indicated above. If so notified, Trane can continue at your discretion to provide services beyond the renewal date at our standard time and material rates.

SCOPE OF SERVICE

The Scope of Service for the new agreement period will be:

The following "Covered Equipment" will be serviced at Oak Brook Butler Government Center – 1200 Oak Brook Rd, Oak Brook, IL

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Tracer SC Building Automation	1	Trane	BMSC000AA	E16M93247	BAS

Service Description

Initial Mapping and Tuning of Analytics and Data in Cloud (Service 2)
Connected Building Controls Operating Inspection - Onsite (Service 3)
Connected Building Controls Operating Inspection - Remote (Service 4)

Quantity Per Term

1
6 (2 per yr)
6 (2 per yr)

The following "Covered Equipment" will be serviced at Oak Brook Public Library – 600 Oak Brook Rd, Oak Brook, IL

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Tracer SC+ Building Automation	1	Trane	X136516950	E19H01547	BAS

Service Description

Initial Software Upgrade and Renew SMP License (Service 1)
Initial Mapping and Tuning of Analytics and Data in Cloud (Service 2)
Connected Building Controls Operating Inspection - Onsite (Service 3)
Connected Building Controls Operating Inspection - Remote (Service 4)

Quantity Per Term

1 – 3 yr license
1
6 (2 per yr)
6 (2 per yr)

TERMS & CONDITIONS

Terms & Conditions for the renewal period are attached.

CLARIFICATIONS

If Village of Oak Brook accounting procedures require a purchase order for the renewal term, please provide your purchase order number to Trane prior to the renewal date.

We value your business and look forward to continuing to serve and contribute to your organization's success.

Sincerely,

Ryan Hardy

Ryan Hardy
Account Manager – Trane
Ryan.hardy@tranetechnologies.com
630-780-9374

TARIFFS

Trane shall have the right, at its discretion, to pass along any related increases should (1) its costs related to the manufacture, supply, and shipping for any product or service materially increase. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control and/or (2) any tariffs, taxes, levies or fees affecting, placed on or related to any product or service materially increases.

CUSTOMER ACCEPTANCE

Authorized Representative

Printed Name

Title

Purchase Order

Acceptance Date



CONNECTED CUSTOMER SERVICE FLOWS

The following Customer Service Flows provide additional service description detail for Covered Equipment.

Service 1: Initial Renew SMP License

Description

- Get SMP License for Customer
- Apply New SMP License
- Software Upgrade

Service 2: Initial Mapping and Tuning of Analytics and Data in Cloud

Description

- Mapping and Tuning - Data points are mapped and analytics are tuned to match custom nature of customer's building automation system to maximize value of advanced analytics package.

Service 3: Connected Building Controls Operating Inspection - Onsite

Description

- Technician Check In - Technician checks in with customer to discuss scope of work for that day and any customer concerns or information.
- Hardening Report - Technician runs cybersecurity hardening report for the system controller(s).
- Alarm Routing - Technician checks that existing alarm routing configuration is correct and that alarms are routing to correct people within organization as appropriate.
- Device Communication Check - Technician checks device communication links, analyzes for communication failures or intermittent communication, and captures current state.
- User Access Review - Technician reviews list of users with access to the BAS/BMS/Trane Connect and captures current state.
- User Override Report - Technician runs a user override report to determine what overrides are currently in place for the system.
- Building Schedule and Area Review - Technician reviews current building schedules and captures current state.
- Alarm Log Review - Technician reviews alarm log and captures current status.
- Building Analytics - Technician reviews building analytics to ensure design operation of systems and identify any operational anomalies based on what analytics are reporting.
- Service Advisories - Technician runs Exception History Report and documents their findings.
- Additional Item Identification - Technician identifies items that require further investigation and provides quotes as needed.
- Document Findings in Trane Connect - Technician captures any findings and uploads into Trane Connect for customer visibility.
- Finalize Field Report - Technician documents work in customer field report.
- Checkout with Customer - Technician discusses work with customer and discusses any next steps that they recommend.

Service 4: Connected Building Controls Operating Inspection - Remote

Description

- Technician Check In - Technician checks in with customer to discuss scope of work for that day and any customer concerns or information.
- Hardening Report - Technician runs cybersecurity hardening report for the system controller(s).
- Alarm Routing - Technician checks that existing alarm routing configuration is correct and that alarms are routing to correct people within organization as appropriate.
- Device Communication Check - Technician checks device communication links, analyzes for communication failures or intermittent communication, and captures current state.
- User Access Review - Technician reviews list of users with access to the BAS/BMS/Trane Connect and captures current state.
- User Override Report - Technician runs a user override report to determine what overrides are currently in place for the system.
- Building Schedule and Area Review - Technician reviews current building schedules and captures current state.
- Alarm Log Review - Technician reviews alarm log and captures current status.

- Building Analytics - Technician reviews building analytics to ensure design operation of systems and identify any operational anomalies based on what analytics are reporting.
- Service Advisories - Technician runs Exception History Report and documents their findings.
- Additional Item Identification - Technician identifies items that require further investigation and provides quotes as needed.
- Document Findings in Trane Connect - Technician captures any findings and uploads into Trane Connect for customer visibility.
- Finalize Field Report - Technician documents work in customer field report.
- Checkout with Customer - Technician discusses work with customer and discusses any next steps that they recommend.

TERMS AND CONDITIONS - SERVICE

“Company” shall mean Trane U.S. Inc. dba Trane for Company performance in the United States and Trane Canada ULC for Company performance in Canada.

1. Agreement. These terms and conditions (“Terms”) are an integral part of Company’s offer and form the basis of any agreement (the “Agreement”) resulting from Company’s proposal (the “Proposal”) for the following commercial services as stated in the Proposal (collectively, the “Services”): inspection, maintenance and repair (the “Maintenance Services”) on equipment (the “Covered Equipment”), specified Additional Work (if any), and, if included in the Proposal, Intelligent Services, Energy Assessment, and any other services using remote connectivity (collectively and individually referred to in these Terms as “Trane Digital Services”). **COMPANY’S TERMS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service (“Connected Services Terms”), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Acceptance. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent (“Customer”) delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer’s order shall be deemed acceptance of the Proposal subject to these Terms and Conditions. If Customer’s order is expressly conditioned upon Company’s acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company’s Terms and Conditions attached or referenced serves as Company’s notice of objection to Customer’s terms and as Company’s counteroffer to perform in accordance with the Proposal and Company Terms and Conditions. If Customer does not reject or object in writing to Company within 10 days, Company’s counteroffer will be deemed accepted. Customer’s acceptance of performance by Company will in any event constitute an acceptance by Customer of Company’s Terms and Conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or Terms and Conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer’s obligation to pay for Services provided by Company to the date of cancellation.

4. Fees and Taxes. Fees for the Services (the “Service Fees”) are as set forth in the Proposal. Except as otherwise stated in the Proposal, Service Fees are based on performance during regular business hours. Charges for performance outside Company’s normal business hours shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fees, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with an acceptable tax exemption certificate.

5. Payment. Payment is due upon receipt of Company’s invoice. Service Fees shall be paid no less frequently than quarterly and in advance of performance of the Services. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Without liability to Customer, Company may discontinue performance whenever payment is overdue. Customer shall pay all costs (including attorneys’ fees) incurred by Company in attempting to collect amounts due or otherwise enforcing this Agreement.

6. Customer Breach. Each of the following constitutes a breach by Customer and shall give Company the right, without an election of remedies, to suspend performance or terminate this Agreement by delivery of written notice declaring termination. Upon termination, Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead): (a) Any failure by Customer to pay amounts when due; (b) any general assignment by Customer for the benefit of its creditors, Customer’s bankruptcy, insolvency, or receivership; (c) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (d) Any failure by Customer to perform or comply with any material provision of this Agreement.

7. Performance. Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances when Company performs the Services. Company may refuse to perform where working conditions could endanger property or put people at risk. Unless otherwise agreed by Customer and Company, at Customer’s expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines. This Agreement presupposes that all major pieces of Covered Equipment are in proper operating condition as of the date hereof. Services furnished are premised on the Covered Equipment being in a maintainable condition. In no event shall Company have any obligation to replace Covered Equipment that is no longer maintainable. During the first 30 days of this Agreement, or upon initial inspection, and/or upon seasonal start-up (if included in the Services), if an inspection by Company of Covered Equipment indicates repairs or replacement is required, Company will provide a written quotation for such repairs or replacement. If Customer does not authorize such repairs or replacement, Company may remove the unacceptable equipment from the Covered Equipment and adjust the Service Fees accordingly. Customer authorizes Company to utilize Customer’s telephone line or network infrastructure to connect to controls, systems and/or equipment provided or serviced by Company and to provide Services contracted for or otherwise requested by Customer, including remote diagnostic and repair service. Customer acknowledges that Company is not responsible for any adverse impact to Customer’s communications and network infrastructure. Company may elect to install/attach to Customer equipment or provide portable devices (hardware and/or software) for execution of control or diagnostic procedures. Such devices shall remain the personal proprietary property of Company and in no event shall become a fixture of Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices used in connection with the Services on Customer equipment. Company may remove such devices at its discretion. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company.

8. Customer Obligations. Customer shall: (a) Provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; (b) Follow manufacturer recommendations concerning teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; unless expressly stated in the Scope of Services statement, Company is not performing any manufacturer recommended teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; and (c) Where applicable, unless water treatment is expressly included in the Services, provide professional cooling tower water treatment in accordance with any reasonable recommendations provided by Company.

9. Exclusions. Unless expressly included in the Covered Equipment or the Services, the Services do not include, and Company shall not be responsible for or liable to the Customer for any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from, any of the following: (a) Any guarantee of room conditions or system performance; (b) Inspection, maintenance, repair, replacement of or services for: chilled water and condenser water pumps and piping; electrical disconnect switches or circuit breakers; motor starting equipment that is not factory mounted and interconnecting power wiring; recording or portable instruments, gauges or thermometers; non-moving parts or non-maintainable parts of the system, including, but not limited to, storage tanks; pressure vessels, shells, coils, tubes, housings, castings, casings, drain pans, panels, duct work; piping: hydraulic, hydronic, pneumatic, gas, or refrigerant; insulation; pipe covering; refractory material; fuses, unit cabinets; electrical wiring; ductwork or conduit; electrical distribution system; hydronic structural supports and similar items; the appearance of decorative casing or cabinets; damage sustained by other equipment or systems; and/or any failure, misadjustment or design deficiencies in other equipment or systems; (c) Damage, repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, wear and tear, end of life failure, water damage, improper operation, unauthorized alteration of equipment, accident, acts or omissions of Customer or others, damage due to freezing weather, calamity, malicious act, or any Event of Force Majeure; (d) Any damage or malfunction resulting from vibration, electrolytic action, freezing, contamination, corrosion, erosion, or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Company as part of this Agreement; (e) Furnishing any items of equipment, material, or labor/labour, or performing special tests recommended or required by insurance companies or federal, state, or local governments; (f) Failure or inadequacy of any structure or foundation supporting or surrounding the equipment to be worked on or any portion thereof; (g) Building access or alterations that might be necessary to repair or replace Customer’s existing equipment; (h) The normal function of starting and stopping equipment or the opening and closing of valves, dampers or regulators normally installed to protect equipment against damage; (i) Valves that are not factory mounted: balance, stop, control, and other valves external to the device unless specifically included in the Agreement; (j) Any responsibility for design or redesign of the system or the Covered Equipment, obsolescence, safety tests, or removal or reinstallation of valve bodies and dampers; (k) Any services, claims, or damages arising out of Customer’s failure to comply with its obligations under this Agreement; (l) Failure of Customer to follow manufacturer recommendations concerning teardown and internal inspection, overhaul and refurbishing of equipment; (m) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement (“Pre-Existing Conditions”), including, without limitation, damages, losses, or expenses involving pre-existing building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi; (n) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the Services, in which case replacement shall in no event exceed the stated percentage of rated system charge per year expressly stated in the Services; (o) crane or rigging costs; (p) Any Services, claims, or damages arising out of refrigerant not supplied by Company. Customer shall be responsible for: (i) The cost of any additional replacement refrigerant; (ii) Operation of any equipment; and (iii) Any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

10. Limited Warranty. Company warrants that: (a) the material manufactured by Company and provided to Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement; and (b) the labor/labour portion of the Maintenance Services and Additional Work has been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any labor/labour improperly performed by Company. No liability whatsoever shall attach to Company until the Maintenance Services and Additional Work have been paid for in full. Exclusions from this Warranty include claims, losses, damages and expenses in any way connected with, related to or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Company; and modifications made by others to equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of equipment manufactured by Company may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by such component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF. NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.**

11. Indemnity. To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

12. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), OR CONTAMINANTS LIABILITIES, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY OVER THE 12 MONTH PERIOD PRECEDING THE DATE OF OCCURRENCE FOR THE SERVICES AND ADDITIONAL WORK FOR THE LOCATION WHERE THE LOSS OCCURRED. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING TRANE DIGITAL SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

13. CONTAMINANTS LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH) DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

14. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos polychlorinated biphenyl ("PCB"), or other hazardous materials (collectively, "Hazardous Materials"). Customer warrants and represents that there are no Hazardous Materials on the premises that will in any way affect Company's performance, except as set forth in a writing signed by Company disclosing the existence and location of any Hazardous Materials in all areas within which Company will be performing. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and notify Customer. Customer will be responsible for correcting the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the premises site for the presence of Hazardous Materials.

15. Insurance. Company agrees to maintain the following insurance during the term of this Agreement with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive rights of subrogation.

16. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company is unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic; insurrections; riots; labor/labour disputes; labor/labour or material shortages from the usual sources of supply; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the

necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

17. Maintenance Services Other Than Solely Scheduled Service. If Company's Maintenance Services hereunder are not limited solely to Scheduled Service, the following provisions shall also apply: (a) Required restoration shall be performed by Customer at its cost prior to Company being obligated to perform hereunder; (b) any changes, adjustments, service or repairs made to the Equipment by any party other than Company, unless approved by Company in writing, may, at Company's option, terminate Company's obligation to render further service to the Equipment so affected; in such case no refund of any portion of the Service Fees shall be made; and (c) Customer shall (i) promptly notify Company of any unusual performance of Equipment; (ii) permit only Company personnel to repair or adjust Equipment and/or controls during the Term or a Renewal Term; and (iii) utilize qualified personnel to properly operate the Equipment in accordance with the applicable operating manuals and recommended procedures.

18. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which Company performs the Services. Any dispute arising under or relating to this Agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by United States Federal judicial bodies and boards of contract appeals of the United States Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other Terms of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

19. Federal Requirements. The Parties shall comply with all United States federal labor law obligations under 29 CFR part 471, appendix A to subpart A. THE FOLLOWING PROVISIONS ARE INCORPORATED HEREIN BY REFERENCE: Executive Order 11701 and 41 CFR §§ 60-250.5(a), 60-300.5; Executive Order 11758 and 41 CFR § 60-741.5(a); U.S. immigration laws, including the L-1 Visa Reform Act of 2004 and the H-1B Visa Reform Act of 2004; and Executive Order 13496. The Parties shall abide by the requirements of 41 CFR 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to protected veteran status or disability. The Parties certify that they do not operate any programs promoting DEI that violate any applicable United States anti-discrimination laws and acknowledge and agree that their compliance with all applicable federal anti-discrimination laws is material to the federal government's payment decisions. The Parties acknowledge and agree that their employment, procurement, and contracting practices shall not consider race, color, sex, sexual preference, religion, or national origin in ways that violate United States federal civil rights laws.

20. Export Laws. The obligation of Company to supply Equipment and/or Services under this Agreement is subject to the ability of Company to supply such items consistent with applicable laws and regulations of the United States and other governments. Company reserves the right to refuse to enter into or perform any order, and to cancel any order, under this Agreement if Company in its sole discretion determines that performance of the transaction to which such order relates would violate any such applicable law or regulation. Customer will pay all handling and other similar costs from Company's factories including the costs of freight, insurance, export clearances, import duties and taxes. Customer will be "exporter of record" with respect to any export from the United States of America and will perform all compliance and logistics functions in connection therewith and will also comply with all applicable laws, rules and regulations. Customer understands that Company and/or the Equipment and/or Services are subject to laws and regulations of the United States of America which may require licensing or authorization for and/or prohibit export, re-export or diversion of Company's Equipment and/or Services to certain countries, and agrees it will not knowingly assist or participate in any such diversion or other violation of applicable United States of America laws and regulations. Customer agrees to hold harmless and indemnify Company for any damages resulting to Customer or Company from a breach of this paragraph by Customer.

21. U.S. Government Services. The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations, and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility, or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

22. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.130-7 (0325)
Supersedes 1-26.130-7 (0225)

SECURITY ADDENDUM

This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada ULC for sales and services in Canada.

1. **Definitions.** All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:
"Customer Data" means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.
"Equipment" shall have the meaning set forth in the Agreement.
"HVAC Machine Data" means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. "Personal Data" means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.
"Security Incident" shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.
"Services" shall have the meaning set forth in the Agreement.
2. **HVAC Machine Data: Access to Customer Extranet and Third Party Systems.** If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:
 - a. **Accounts.** Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
 - b. **Systems.** Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
 - c. **Restrictions.** Unless otherwise approved by Customer in writing, Trane will not download, mirror or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices or servers.
 - d. **Account Termination.** Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).
 - e. **Third Party Systems.** Trane will provide Customer prior notice before it uses any third party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.
3. **Customer Data: Confidentiality.** Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.
4. **Customer Data: Compliance with Laws.** Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to Trane's processing of Customer Confidential Information (collectively, "**Laws**").
5. **Customer Data: Information Security Management.** Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("**Information Security Program**"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.
6. **Monitoring.** Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.
7. **Audits.** Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.
8. **Information Security Contact.** Trane's information security contact is Local Sales Office.
9. **Security Incident Management.** Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.
10. **Threat and Vulnerability Management.** Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third-parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.
11. **Security Training and Awareness.** New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as

appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.

12. Secure Disposal Policies. Trane will maintain policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.
13. Logical Access Controls. Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.
14. Contingency Planning/Disaster Recovery. Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e. fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following
 - (i) Data backups; and
 - (ii) Formal disaster recovery plan. Such disaster recovery plan is tested at least annually.
15. Return of Customer Data. If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession, custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.
16. Background Checks. Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.
17. DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.

October 2024
Supersedes: November 2023v2



ITEM 8.A.3.

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

AGENDA ITEM

Board of Trustees Regular Meeting
of
February 24, 2026

SUBJECT: Driving Range Technology

FROM: Joseph Mitchell, Assistant Village Manager
Art Segura, Sports Core Director

BUDGET SOURCE/BUDGET IMPACT: \$70,000 is budgeted in Account 831-90200

RECOMMENDED MOTION: I move that the Village Board authorize staff to purchase TrackMan Range Technology at a cost of \$62,040 per year for a five-year term (2026–2030), for a total contract amount not to exceed \$310,200.

Background/History:

The Oak Brook Golf Club constructed a new driving range structure this past year consisting of 23 hitting bays, allowing customers to hit off mats throughout the entire season. The driving range has been a significant success. Due to exceptionally high demand, the grass tee areas were nearly depleted by mid-season, and operations were able to continue uninterrupted by transitioning customers to the mat-only driving range structure for a temporary period.

To further enhance and extend the usability of this facility, staff initially planned to add lighting, garage doors, heating, and driving range technology at a future date as cash flow permitted. Lighting was added in the fall of 2025, staff is currently in the process of seeking bids for the garage doors, and staff is now requesting to move forward with TrackMan Driving Range Technology. This was brought to the Sports Core Committee on 1/26/26 and the committee was all in favor with moving forward with TrackMan Technology.

The two leading companies that offer driving range technology are TrackMan and Toptracer. After receiving proposals from both companies, staff is recommending moving forward with TrackMan. One of the key advantages of TrackMan is that customers can use the technology on their mobile phones while hitting from the grass tees. This is a major benefit, as on certain days the range operates as grass-only, and TrackMan allows customers to track ball flight and performance data even when hitting off grass, an amenity that very few driving ranges are able to offer.

The fastest-growing segment in the golf industry is driving range and ball-tracking technology. Adding TrackMan Driving Range Technology to all 23 bays will allow customers to track their ball data, participate in interactive games, and virtually play over 400 golf courses from around the world.

Oak Brook Golf Club sold approximately 70,000 range buckets last year. With the new pricing structure in place, the increased fees will fully cover the cost of implementing this technology. With the addition of lighting and TrackMan, staff is projecting an additional 20% uptick in driving range revenue, equating to approximately \$110,000 in additional annual revenue.

1.2 Price and Payment

1.2.1 Cost Overview

Item	Qty	Price	Currency	Comments
Sign-on fee	1	\$62,040	USD	2 weeks after signing
Trackman Solution Cost	-	\$220,000	USD	Tax not included
Deliverables included in the contract sum	-	\$90,200	USD	
Contract Sum	-	\$310,200		

1.2.2 Payment plan

Item	Qty	Price	Currency	Comments
Agreement Duration	5		Years	From 'Takeover Date'
Upfront Payment	1	\$62,040	USD	Sign on fee
Annual recurring payments	4	\$62,040	USD	From month following 'Takeover Date'. VAT not included
Software License and Support Fee past the Agreement duration	-	\$44,000	USD	Per Annum, [4%US, 3% EMEA] Increase YOY starting year 6

Recommendation:

I move that the Village Board authorize staff to purchase TrackMan Range Technology at a cost of \$62,040 per year for a five-year term (2026–2030), for a total contract amount not to exceed \$310,200.

Attachments:

1. Resolution 2026-R-2340
2. Trackman Range Agreement_Oak Brook_ V2_ 2.2.26 (5) (1)
3. Trackman Range Turnkey Terms Conditions 2025_v1.0_Americas (1) (1)

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

RESOLUTION
NUMBER 2026-SC-GOLF-DRTECH-R-2340

A RESOLUTION
APPROVING AND AUTHORIZING THE EXECUTION OF THE
TRACKMAN RANGE AGREEMENT TO PURCHASE
TRACKMAN RANGE TECHNOLOGY

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

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

Village Board

Published in pamphlet form by authority of the
President and the Board of Trustees of the Village of Oak Brook
on this 24th day of February 2026

RESOLUTION NO. 2026-SC-GOLF-DRTECH-R-2340

A RESOLUTION
APPROVING AND AUTHORIZING THE EXECUTION OF THE TRACKMAN RANGE
AGREEMENT TO PURCHASE TRACKMAN RANGE TECHNOLOGY

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

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

WHEREAS, the Oak Brook Golf Club constructed a new driving range structure this past year consisting of 23 hitting bays, allowing customers to hit off mats throughout the entire season;

WHEREAS, to further enhance and extend the usability of this facility, staff initially planned to add lighting, garage doors, heating, and driving range technology at a future date as cash flow permitted. Lighting was added in the fall of 2025, staff is currently seeking bids for the garage doors, and now staff is requesting to move forward with TrackMan Driving Range Technology with Trackman (“Company”) pursuant to the Trackman Range Agreement (the “Agreement”) for the purchase of certain driving range hardware and related software license(s);

WHEREAS, Staff is recommending that the Corporate Authorities authorize and approve the five (5) year Agreement with Company, in the total amount of \$310,200 (\$62,040 for FY26; \$62,040 for FY27; \$62,040 for FY28; \$62,040 for FY29; and \$62,040 for FY30) for the purchase and installation of certain golf range hardware and related software licensing and technology solutions, all as further detailed therein;

WHEREAS, the Village of Oak Brook Corporate Authorities are of the opinion that it is in the best interests of the Village of Oak Brook to approve the Agreement for the purposes referenced herein.

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

Section One – Recitals

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

Section Two – Approval of Agreement

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

Section Three – Authorization and Direction

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

Section Four - Other Actions Authorized

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

Section Five - Authorization of Expenditures

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

Section Six – Waiver of Bidding Process

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

Section Seven - Acts of Village Officials

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

Section Eight – Effective Date

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

Section Nine - Publication

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

Section ten – Conflict Clause

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

Section Eleven – Saving Clause

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

Section Twelve – Recording

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

PASSED THIS 24th day of February 2026.

Ayes: _____

Nays: _____

Absent: _____

APPROVED THIS 24th day of February 2026.

LAURENCE E. HERMAN,
Village President

ATTEST:

NETASHA SCARPINITI,
Village Clerk

EXHIBIT A

[Agreement]

TRACKMAN RANGE

AGREEMENT



TRACKMAN
FOR A BETTER GAME

1.0 Term Sheet

Target Installation Date: Q2 2026

Target Takeover Date: Q2 2026

Target dates are to be confirmed during the kick-off call. Dates are subject to the successful and timely completion of Customer responsibilities and deliverables specified throughout the Agreement.

1.1 Trackman Solution

Item	Qty	Type	Comments
Terms and Conditions	-	Standard	'Trackman Range Terms and Conditions' [A.2]
Driving Range Coverage	23	Covered Bays	
	1	Grass tee areas	320ft wide x 160ft deep
Driving Range Hardware			
Radars	3	PTU	
Screens	23	21" Full Outdoor	
Screen Theft Protection	23	21" TP (Cut-Open)	
		Base foot	
Device Stands	15	Orange	
		English	
Virtual Golf Course			
Virtual Golf Course Rendering	Incl.	Option A	'Trackman Range Terms and Conditions' [E.4]
Number of holes on a golf course	18	-	Oak Brook Golf Club

Special Terms

- Turnkey Installation

1.2 Price and Payment

1.2.1 Cost Overview

Item	Qty	Price	Currency	Comments
Sign-on fee	1	\$62,040	USD	2 weeks after signing
Trackman Solution Cost	-	\$220,000	USD	Tax not included
Deliverables included in the contract sum	-	\$90,200	USD	
Contract Sum	-	\$310,200		

1.2.2 Payment plan

Item	Qty	Price	Currency	Comments
Agreement Duration	5		Years	From 'Takeover Date'
Upfront Payment	1	\$62,040	USD	Sign on fee
Annual recurring payments	4	\$62,040	USD	From month following 'Takeover Date'. VAT not included
Software License and Support Fee past the Agreement duration	-	\$44,000	USD	Per Annum, [4%US, 3% EMEA] Increase YOY starting year 6

1.3 Range Site Design

Description: 3 radars and 23 screens



Illustration:

1.4 Customer information

Company information	
Company name	Village of Oak Brook
Company Address	2606 York Road, Oak Brook, IL 60523
Contact person Name	Greg Summers
Contact person Phone	630.368.6400
Contact person Email	jmittchell@oak-brook.org

2.0 General Terms

2.1 Overview

Dear Greg,

This letter agreement, including all appendices hereto (the "Agreement", "Trackman Range Agreement", "TRA") will serve to define the terms and conditions applicable to the relationship between **Trackman Inc.** ("Trackman") and **Oak Brook Golf Club** ("you" or the "Customer") (individually a "Party" and collectively the "Parties", "we" or "us"), whereby

Trackman agrees to:

Install on your 'Trackman Solution' [1.1] located at **2606 York Road, Oak Brook, IL 60523** (the "Facility"); to fulfil 'Trackman Responsibilities' [2.2]; grant the 'Software License' [2.5]; and provide ongoing 'Support' [2.6].

Against the Customer's Fulfilment of:

All 'Customer Responsibilities' [2.3]; adherence to 'Terms of Payment' [2.7]; and engagement in ongoing for 'Support' [2.6] for the duration of the Agreement.

Please refer to the separate document titled 'Trackman Range Terms and Conditions' (referred to as 'T&C'), which forms an integral part of this Agreement. 'T&C' Includes all the appendices listed below.

- Appendix A: Design and Installation Plan
- Appendix B: Support and Maintenance
- Appendix C: General Terms and Conditions
- Appendix D: License Terms
- Appendix E: Virtual golf course

External references to specific chapters in 'T&C', will be indicated as: 'T&C' [chapter #].

2.2 Trackman Responsibilities

Subject to fulfillment of the 'Customer responsibilities' [2.3] Trackman shall:

For the Trackman Range Installation

- a) Assist the Customer with confirmation of 'Preconditions' [2.3.1] before signing of contract.
- b) Execute all Trackman Deliverables and responsibilities specified in 'T&C' [A.2] with adherence to Time Schedule 'T&C' [A.1]

For the Virtual Golf Course Rendering and Range Rendering [Delete if not applicable]

- c) Execute all Trackman Deliverables and responsibilities specified in 'T&C' [E.2] with adherence to Time Schedule 'T&C' [E.3]

2.3 Customer Responsibilities.

The Customer shall:

For the Trackman Range Installation

- a) Confirm 'Preconditions' [2.3.1] with the assistance of a Trackman representative, before signing of contract.
- b) Execute all Customer Deliverables and responsibilities specified in 'T&C' [A.2] with adherence to the Time Schedule 'T&C' [A.1]
- c) Obtain and satisfy all building permits, licenses, approvals, and similar requirements by law or regulation applicable to the installation of the Trackman Driving Solution at the Facility in accordance with 'T&C' [A.2.2.4]

For the Virtual Golf Course Rendering

- d) Execute all Customer Obligations specified in 'T&C' [E.2] with adherence to Time Schedule 'T&C' [E.3]

2.3.1 Preconditions

Prior to the execution of this Agreement, the Customer and the Trackman Sales Representative have jointly confirmed if the following site-specific circumstances are applicable.

Failure to confirm preconditions may result in delays, additional costs, or the inability to complete the installation and/or maintain the ongoing operation of the Trackman Driving Range Solution. Trackman shall not be held liable for any direct or indirect consequences arising from unmet preconditions.

Precondition	Confirmation	Comments
Suitable Location of the server room according to 'T&C' [A.2.1] can be provided by Trackman	Confirmed	Trackman to provide outdoor server rack which will be located on the driving range. Ideally point to point internet is used from clubhouse to range, if not Starlink is a viable option
The customer is aware that closure of the driving range is required during the installation for certain periods and installation activities according to 'T&C' [A.2.2.2]	Confirmed	
The customer has been informed that adding ventilation fans in the future may affect tracking quality, and that it is recommended to involve Trackman in any such installations.	Confirmed	Trackman can provide guidance on suitable fan types and installation positions to ensure optimal tracking performance.

2.4 Commencement, Completion and Takeover

Subject to all Customer Deliverables and responsibilities being satisfied and documented by the Customer before the 'Target installation date'. Trackman shall:

- a) Commence the installation of the Trackman Driving Range Solution on the 'Target Installation Date'
- b) Deem the Trackman Driving Range Solution fully completed and provide written notification to the Customer by the 'Target Takeover Date', on the condition that the Trackman Driving Range Solution is functioning as intended.

Should the customer fail to document the completion of Customer Deliverables and responsibilities before the 'Target Installation Date' in accordance with 'T&C' [A.1], Trackman shall:

- a) Be entitled to either postpone the 'Target Installation Date' and the 'Target Takeover Date', including application of rescheduling fees 'T&C' [A.1.1-A.1.3].
- b) Or terminate this 'Agreement' with immediate effect, see 'Term and Termination' [2.9]. Such termination shall not affect Trackman's right to the Sign-On Fee, see 'Price and Payment' [1.2].

2.5 Software License

With effect from the 'Target Takeover Date', Trackman grants to the Customer a non-exclusive license (the "Software License") to use the Trackman Range Software (as defined in the License Terms) in the Trackman Driving Range Solution at the Facility in accordance with the License Terms.

2.6 Support and Service

For the duration of this Agreement, Trackman shall provide the Customer with ongoing support (the "Support") of the Trackman Driving Range Solution on the Driving Range as set out in 'T&C' [B.1-9]. All Support is provided directly to the Customer only. Trackman shall not be required to provide any support directly to any users of the system (Customer's customers).

The Customer's staff is expected to actively participate in troubleshooting and performing simple hardware replacement with the remote guidance of Trackman's Support Staff, as outlined in 'T&C' [B.1-9].

2.7 Terms of Payment

The Customer shall adhere to the payment terms listed in 'Pricing and Payment' [1.2].

Recurring payments shall commence no earlier than the month following the 'Takeover Date', following the payment terms specified in Section [1.2] of this Agreement.

The Software License and Support Fee is included in the Contract Sum for the 'Agreement Duration' [1.2]. The year following the end of the 'Agreement Duration', the License and Support Fee will be billed annually and increased per year to cover general price increases as listed in [1.2].

Any adjustments to 'Payment Plan' [1.2], including deferred payments, shall extend the 'Agreement Duration' accordingly to align with the revised first billing date.

In the event of late payment, Trackman reserves the right to disable the system after 60 days past due.

2.8 Reference Site

As part of this agreement, the Customer becomes a Trackman Reference Site, which allows Trackman to:

- a) Mention the Customer as a key reference site through PR, web, and print case stories, videos, and other marketing-related materials.
- b) Bring potential customers to the Facility to showcase the full Trackman product portfolio (Trackman Range, Trackman 4, and Trackman Simulator)
- c) Arrange with a time notice that the Customer makes available key staff to explain their use of Trackman's products.
- d) Arrange with a time notice that Trackman holds smaller customer events or educational series at the Facility.

2.9 Term and Termination

This Agreement is binding for a term of **60 months** from the Takeover Date and may be renewed by Oak Brook for additional 12 months with written notice of a least 3 months prior to the end of the term.

Either Party shall at any time be entitled to terminate the Agreement for cause as set out in the General Terms and Conditions.

2.10 Assignment

The Agreement and the rights and obligations thereunder may not be assigned, in whole or in part, by the Customer without the consent of Trackman, in its sole and absolute discretion, or by operation of law.

Trackman is entitled to use subcontractors. If Trackman uses subcontractors, Trackman shall be responsible for the acts or defaults of any subcontractor as if they were acts or defaults of Trackman, and Trackman shall ensure that its subcontractors perform all work in a good and workmanlike manner consistent with the work of Trackman's direct employees.

2.11 Governing Law and Venue

This Agreement shall be governed by and constructed in accordance with the laws of Illinois, excluding its provisions concerning private international law. The District Court in DuPage County shall have exclusive jurisdiction with respect to any dispute arising out of or in connection with this Agreement. Notwithstanding the above, TrackMan shall have the right to commence enforcement procedures concurrently with or in addition to proceedings in Illinois or without commencing proceedings in Illinois.

2.12 Notice

All notices, requests, demands, and other communications required to be given by any party hereto shall be in writing and shall be deemed to have been duly given if (i) delivered personally, (ii) transmitted by first class registered or certified mail, postage prepaid, return receipt requested, (iii) sent by prepaid overnight courier service, or (iv) sent by electronic mail, with confirmation of receipt.

2.13 Severability

In the event any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason and in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall in no event affect, prejudice or disturb the validity of the remainder of this Agreement, which shall be in full force and effect, enforceable in accordance with its terms and the provision held to be void, illegal or unenforceable shall be limited so that it shall remain in effect to the extent permissible by law.

2.14 Modifications and Amendments

This Agreement may not be modified, amended nor any term or condition waived without the prior written consent of the parties. Neither the failure nor any delay on the part of Trackman to exercise any right, remedy, power or privilege under this

Agreement shall operate as a waiver thereof nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence.

2.15 Entire Agreement

This Agreement, the Standard Terms and Conditions, the Software licenses, Exhibits and other writings referred to herein or delivered pursuant hereto, contain the entire understanding of the parties with respect to the transactions contemplated hereby and supersede all prior or contemporaneous representations, understandings or agreements, oral or written, with respect thereto. There are no representations, agreements, promises, warranties, covenants or undertakings other than those expressly set forth herein or therein.

2.16 Construction

The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

2.17 Authority

Each of the parties executing this Agreement represents to the other that such party has the requisite power, authority, and legal capacity to execute and deliver this Agreement and to perform the obligations hereunder.

2.18 Reference to Terms and Conditions ('T&C')

The parties acknowledge and agree that this Agreement is subject to Trackman's standard Terms and Conditions ("T&C"), which form an integral part of this Agreement and are incorporated herein by reference. The T&C contain provisions regarding interpretation, authority, the entire agreement, governing law, dispute resolution, and related legal matters. In the event of any conflict between the terms of this Agreement and the T&C, the terms of this Agreement shall prevail unless expressly stated otherwise.

2.19 Signature

If you agree with all terms in the Contract, please sign where indicated below and return a fully executed copy for our records.

Sincerely,
Trackman Inc.

Agreed and accepted on behalf of:
Oak Brook Golf Club

Matt Frelich
SVP Sales & Business Development

Greg Summers
Oak Brook Village Director

Date: _____

Date: _____

TRACKMAN RANGE

TURNKEY
TERMS & CONDITIONS ('T&C')



TRACKMAN
FOR A BETTER GAME

Contents

Appendix A: Design and Installation Plan.....2

Appendix B: Support and Maintenance.....6

Appendix C: General Terms and Conditions.....9

Appendix D: License Terms 13

Appendix E: Virtual Golf Course (if applicable) 15

Appendix A: Design and Installation Plan

A.1 Time Schedule

At project initiation, both Parties shall agree in writing on a schedule outlining the 'Target Installation Date' and timing of key actions and deliverables by each Party, ensuring both Parties have sufficient time to complete the deliverables, responsibilities, and obligations outlined in the 'Project deliverables and responsibilities' [A.2] before the 'Target Installation Date'.

A.1.1 Failure to comply with the Time Schedule

In the event Trackman cannot complete the Installation on the 'Target Installation Date', due to circumstances primarily attributable to the Customer's failure to meet agreed Customer Deliverables as outlined in 'Project deliverables' [A.2.1] and responsibilities as outlined in 'Additional Customer Responsibilities' [A.2.2], the 'Target Installation Date' may be rescheduled to a time convenient for Trackman to carry out the installation. Additionally, Trackman may apply fees in accordance with [A.1.2–A.1.3].

A.1.2 Rescheduling Fees

If the Customer fails to provide timely notice of changes to the agreed-upon 'Target Installation Date' or fails to meet the obligations under Sections [A.2.1–A.2.2], the rescheduling fees set out in the table below shall apply.

Overview of Reschedule Fees based on the timing of the Customer's notice of delays.

Fee Type	>25 Business days Before Installation	25-15 Business Days Before Installation	15–1 Business Days Before Installation
Reschedule Fee	No charge	USD 1,000	USD 1,000
Travel Costs (to cover booked travel)	No charge	No charge	USD 1,000 per Technician
Total	No charge	USD 1,000	USD 2,000+

A.1.2.3 Revisit Fee

If Trackman has attended the site but is unable to complete the installation on the agreed Target Installation Date due to the Customer's failure to meet obligations under Sections [A.2.1–A.2.2], a revisit may be required. In such cases, the Revisit Fees set out in the table below shall apply.

Breakdown of Revisit Fee costs

Fee Type	Cost	Comment
Revisit Fee	USD 500 (minimum)	Per day for each Technician
Travel Costs	USD 1,000 per Technician	For covering T&A
Total	USD 1,500+	

A.2 Project deliverables and responsibilities

A.2.1 Project deliverables

Throughout the 'Agreement', Deliverables provided by Trackman or the customer are referred to as 'Trackman Deliverables' and 'Customer Deliverables' respectively.

Trackman's authorized installation team will install all Trackman Deliverables. Trackman retains full responsibility for the procurement, installation, and commissioning of the specified equipment, as per the terms of this Agreement.

Trackman reserves the right to utilize subcontractors for the installation of 'Trackman Deliverables'. Trackman shall assume full responsibility for the actions or omissions of any subcontractor as if they were Trackman's own, ensuring that subcontractors perform all work diligently and professionally consistent with Trackman's direct employees.

Table 1 –Project Deliverables and responsible party (✓ = Responsible party, N/A = Party cannot own responsibility)

#	Trackman Range equipment (incl. procurement and installation)	Turnkey Responsibility	
		Customer	Trackman
T.1	Trackman Range equipment (Radars, Servers, and IT Equipment		
T.1.1	Trackman Range Radars and mounting brackets	N/A	✓
T.1.2	Fiber patch cables and power cables between the fiber termination box and radar(s)	N/A	✓
T.1.3	Network equipment (Servers, Dream Machine, Unifi switches, fiber to Ethernet switch)	N/A	✓
T.1.4	Wi-Fi Access Points to support full Wi-Fi coverage at all Trackman-enabled hitting areas (fixed bays and/or grass tees)	N/A	✓
T.1.5	UPS (Uninterrupted Power Supply) for the Main server and the Dream machine	N/A	✓
T.1.6	GPS-RTK Rover device for calibration and remapping of targets	N/A	✓
T.2	Screens (if applicable)		
T.2.1	Trackman Touchscreens	N/A	✓
T.2.2	Theft Protection cases and sunscreens	N/A	✓
T.2.3	Theft Protection Sunscreens	N/A	✓
T3	Other		
T.3.1	Complete Range 3D model Drone Flyover of Driving range	N/A	✓
T.3.2	Training of key staff in the use of Trackman Range features and the Administration Portal	N/A	✓
C.1	Groundworks and concrete		
C.1.1	Trenching for laying of ground conduits for fiber and concrete bases for radar poles) incl. restoration		✓
C.1.2	Concrete Bases for field radar poles: 3'x3'x3' (900x900x900mm) or 36" Sonotube.		✓
C.2	Server room		
C.2.1	Secure, clean and climate-controlled server room with ambient temperatures ranging from of 10°C to 30°C.	✓	N/A
C.2.2	Server rack: min. specifications: 4 post, 12U Rack with 19" (600 mm) width rails and min. 36" (900 mm) depth. Incl. Power distribution unit installed in Server rack cabinet		✓

#	Trackman Range Infrastructure (incl. procurement and installation)	Responsible Party	
		Customer	Trackman
C.2.3	Fiber patch panel and Cat6 patch panel installed in the Server rack cabinet		✓
C.2.4	Wired internet access to the Server rack min. 20 Mbps up/down (recommended 50 Mbps)	✓	N/A
C.3	Radar installation		
C.3.1	Radar poles: Outer diameter: 4" SCH40 (114.3mm), wall thickness 0.237" (6mm). Height: to be determined. Note that diameter can be subject to height.		✓
C.3.2	Power supply for radars, Including termination on both ends.		✓
C.3.3	Circuit breaker for radars, in electrical room. One breaker for each radar.		✓
C.3.4	Armored Single Mode Fiber with LC termination at both ends (2 Fiber pairs, 4 strands total) from server room to each radar location		✓
C.3.5	Termination box installed at radar pole locations for power and Fiber		✓
C.3.6	Protective conduit along radar poles for protection of fiber and power cables routed to termination boxes		✓
C.4	General Electrical and IT works		
C.4.1	Ground conduits for supply of electricity and fiber to radar locations		✓
C.4.2	Cable trays/containment for routing of power and Ethernet Cat6 cables for the installation		✓
C.4.3	Ethernet Cat6 cables from Server rack cabinet to Wi-Fi Access Points; one Ethernet cable per Access point		✓
C.5	Screens (if applicable)		
C.5.1	Mounting locations or Poles 2-4" (50-100 mm) diameter/width		✓
C.5.2	Power supply (cabling) for screens Incl. termination at both ends		✓
C.5.3	Power sockets/power junction boxes		✓
C.5.4	Cat6 ethernet cable(s) from server rack to each screen location, including termination at both ends and testing before the installation		✓
C.5.5	Protective conduit for routing of ethernet and power cables.		✓
C.5.6	If applicable: VESA mounting brackets for each screen.		✓
C.6	Equipment		
C.6.1	Recycling bins for plastic, cardboard, metal, and electronic waste.	✓	
C.6.2	Vehicle to transport radars and heavy-duty equipment from facility to the installation point in the field.		✓
C.6.3	Lift, scaffolding and/or ladder(s) (depending on site) needed to mount radars.		✓
C.7	Customer's Personnel		
C.7.1	Authorised electrician (to perform electrical that requires local authorization, e.g. termination of live power cables)	✓	
C.7.2	All-around maintenance person	✓	
C.7.3	IT responsible (help with server placement, IT security, Internet access, etc.)	✓	
C.7.4	Facility manager (must be able to answer questions related to infrastructure and/or building construction matters)	✓	

A.2.2 Additional Customer Responsibilities

A.2.2.1 Access and Facilities

The Customer agrees to provide the necessary access to premises, facilities, and resources required for the installation process as outlined in the 'Agreement'.

A.2.2.2 Planned closure during installation

A planned closure is required as a critical safety measure for our installation team. During closure, access to the Driving Range will be restricted to authorized personnel only, particularly within the areas where installation is taking place.

Trackman acknowledges the inconvenience and will collaborate closely with all stakeholders to establish alternative arrangements to minimize closure, for example:

- a) Possibility of range re-opening in the afternoon/evening.
- b) Possibility of critical installation work on the range can be planned during certain work hours.
- c) Possibility of partial closure of the range if planning allows for it.

A.2.2.3 Receiving and storing Equipment before installation

The Customer is responsible for being available at delivery times, receiving, storing, and assuming liability for the equipment upon delivery.

Should Trackman incur additional freight, storage or other fees due to the Customer's inability to receive the equipment at the location designated in the Agreement (1.4), these costs will be passed on to the Customer.

Upon delivery the customer must:

- a) Facilitate a storage location that is secure, dry, and suitable for the nature of the equipment to prevent any damage, deterioration, or theft.
- b) Ensure that the equipment remains unopened to preserve the integrity of the shipment and ensure all components are accounted for. Notwithstanding the foregoing, the Customer will inspect the packaging and shipping containers upon arrival for damage. If the shipping containers or packaging appear damaged, the Customer shall take pictures of such damaged packaging and/or shipping containers and immediately notify Trackman of the same.

A.2.2.4 Permits and Waiver of Liability for Installation

The Customer is solely responsible for obtaining and maintaining all permits, licenses, or other authorizations required by applicable laws or regulations for electrical trenching and installation work. Trackman's role is limited to providing general technical information that may assist the Customer in the permitting process. Trackman shall have no obligation to obtain, verify, or confirm the status or validity of any permits.

Appendix B: Support and Maintenance

For the duration of this Agreement, Trackman undertakes to provide ongoing support and service for Trackman Deliverables and the Trackman Range Software with the aim of correcting any defect or malfunction in the Trackman Driving Range Solution.

With reference to the 'Trackman Range Agreement' [1.2], payment of the 'Support Fee' includes the following support services:

- a) Remote system updates
- b) Remote monitoring
- c) Proactive support
- d) Customer Self-Service
- e) Technical Support
- f) Replacement (restrictions apply)
- g) Maintenance (restrictions apply)

B.1 Remote system updates

Trackman will remotely update the firmware of the Trackman Range Radars and the Trackman Site Server thus ensuring that the Trackman Driving Range Solution always runs the latest tracking algorithms and performance Trackman Range Software. Furthermore, Trackman can remotely reboot the Trackman Site Server and re-load the saved Facility configurations, if needed.

B.2 Remote monitoring

Trackman continuously monitors the Trackman Driving Range Solution remotely to ensure maximum uptime and optimal system performance. Our Global Support Team has real-time access to comprehensive information on all Trackman Range sites worldwide. This includes status checks on key infrastructure components, supported by automated alert systems that promptly notify us if the system encounters any issues.

B.3 Proactive support

If our remote monitoring detects a potential issue with the Trackman Driving Range Solution that may require customer involvement for resolution, Trackman will proactively reach out to you. We will inform you of the situation and provide guidance on the appropriate solution, aiming for quick resolution and ensuring your satisfaction.

B.4 Customer Self-Service

Customers have access to self-service articles related to support issues through the Trackman HelpCenter. This resource provides information on a range of topics, related to troubleshooting and maintenance procedures. Articles are regularly updated and expanded to ensure that customers have access to the most current and accurate information. The HelpCenter is intended to assist customers in finding quick resolutions independently, as part of our ongoing support services.

B.5 Technical Support

Trackman will provide technical assistance via phone or email to support issue resolution.

B.5.2 Trackman Support Team Responsibilities

The Trackman Support Team is responsible for assisting the Customer in diagnosing and resolving technical issues via phone and email as they are identified through system monitoring or reported by the Customer. The Support Team may require a reasonable time to diagnose and troubleshoot reported issues and relies on the Customer's timely cooperation and active involvement throughout the process, including performing recommended actions and providing requested information or system access.

B.5.2 Customer Responsibilities in Technical Assistance

The Customer is responsible for performing troubleshooting in accordance with guidance provided by Trackman's Support Team. The Customer shall ensure timely cooperation and active involvement throughout the support process, including performing recommended actions and providing requested information or system access necessary for diagnosis and resolution. It is recommended that the Customer designate personnel with appropriate technical or IT qualifications to manage phone and email support related to the Trackman Driving Range Solution.

B.6 Replacement

B.6.1 Resolution Process for Replacement

If an issue cannot be resolved through self-service, remote monitoring, proactive support, or technical support, defective or malfunctioning components will be replaced or repaired.

If Trackman Deliverables or Trackman Range Software are found defective under warranty, Trackman will, at its cost, repair or replace the affected components, including shipping and spare parts. Hardware replacements are categorized as either Simple [B.6.2] or Complex [B.6.3]. Simple replacements shall be installed by the Customer. Complex replacements shall be installed by Trackman, and Trackman shall bear the associated labor costs. All replaced components shall become the property of Trackman.

If Customer Deliverables are found defective, the Customer is responsible for repair or replacement. Where Trackman is on site for replacement or troubleshooting and the fault is confirmed to be caused by Customer Deliverables, Trackman will invoice the Customer for all related costs, including shipping, spare parts, and labor. Trackman will not invoice for faulty Trackman hardware when the fault lies with Trackman Deliverables, Trackman hardware, or the Trackman installation.

B.6.2 Simple Hardware Replacements

For simple replacements, Trackman will provide remote guidance to the Customer's on-site staff once replacement equipment is delivered. The Customer is responsible for completing such replacements, including but not limited to:

- a) Touch screens
- b) Server devices (Dream Machine, Render Server, Range Servers)
- c) Server fans (inside server)
- d) Switches
- e) Access points
- f) Cables (power, Ethernet, fiber)

The Customer must pack and return defective equipment when scheduled for collection.

B.6.3 Complex Hardware Replacements

Where replacements are assessed as too complex for Customer's on-site staff, Trackman will undertake the on-site replacement. If faster service can be delivered through use of an authorized local technician, Trackman may recommend this option and provide remote support. Trackman will cover costs for such technicians only if the defective hardware is a Trackman Deliverable under warranty.

B.7 Maintenance

B.7.1 Remote Maintenance Window

The Customer shall provide a minimum daily maintenance window of four (4) consecutive hours for system updates and remote maintenance. This is essential to maintain the performance and stability of the Trackman systems. Failure to provide this window may result in reduced system performance and may void warranty coverage.

B.7.2 Customer Maintenance Responsibilities

The Customer shall perform proactive on-site maintenance to extend equipment lifespan and prevent downtime. Failure to comply with maintenance requirements, particularly in the server room, may void warranties for certain equipment, including server devices.

The Customer shall implement the proactive maintenance tasks set out in Trackman's guidelines in a timely manner, including but not limited to:

- a) Clean Server Room: Dust, vacuum, and maintain an orderly environment to prevent dust accumulation that can impair equipment functionality.
- b) Maintain Airflow: Ensure airflow meets Trackman's guidelines to prevent overheating and maintain performance, including checking air conditioning units and keeping vents unobstructed.
- c) Visual Inspections: Regularly inspect all equipment for signs of damage, wear, or malfunction, and promptly report any abnormalities to Trackman.

B.7.3 Proactive Maintenance Visits

Upon the customer's request, Trackman can arrange proactive maintenance visits by a Trackman Range Specialist. During such visits, the Specialist will inspect the hardware and perform any necessary servicing of the Trackman Range equipment. To schedule a maintenance visit, the Customer may contact Trackman Support or their designated Customer Success Manager to obtain information on service scope, pricing, availability, and applicable terms.

B.7.4 Project Deliverables Ownership

The Customer is responsible for maintaining and repairing all Customer Deliverables, as defined in [A.2.1], and shall bear all risk of damage or malfunction to installed electrical, data, or infrastructure systems.

For turnkey installations, Trackman provides a one (1) year workmanship warranty covering general malfunctions in electrical or data infrastructure installed by Trackman's contractor. This warranty excludes damage caused by improper use, accidents involving humans or animals, weather events, or force majeure. After the warranty period, the Customer assumes full responsibility for all deliverables.

B.8 Changes to Virtual Golf Courses and 3D Range Models

Requests for changes to Virtual Golf courses or 3D Range models are not included in standard Support or maintenance services under this Agreement. Any such changes, including adjustments to range renderings, virtual course layouts, or related 3D visual models, will be subject to additional charges.

The Customer may contact Trackman Support for a quotation. Pricing will depend on the nature and extent of the changes and any associated work, such as drone scanning. Turnaround times will vary based on complexity and resource availability and will be confirmed at the time of quotation.

B.9 Unsupported Activities

The Support provided by Trackman does **not** include repair, service, or increased service time required due to any of the following circumstances (as determined in Trackman's sole judgment):

- a) Normal wear and tear, deterioration, or general maintenance of devices that are out of warranty.
- b) Support related to Customer Deliverables [A.2], including mistreatment of Fiber installations, or similar components.
- c) Use of Trackman Deliverables [A.2] for purposes other than those for which they were designed, or any neglect, misuse, abuse, or unauthorized alteration of Trackman Deliverables by the Customer or others without Trackman's prior written consent.
- d) Use of equipment or components not approved or advised by Trackman.
- e) Accidental damage, including but not limited to damage caused by impact, fire, flood, water, wind, lightning, vandalism, or during transportation.
- f) Opening of the hardware or breaking of warranty seals by the Customer or any unauthorized third party.
- g) Any third-party software, including Customer Front-End Applications or interfacing systems with the Trackman Range Software.
- h) Intentional or accidental jamming or interference with the Trackman Driving Range Solution (e.g., by ship radar signals or drone activity).
- i) Changes made by the Customer to the driving range layout after Takeover — including but not limited to adding screens, altering bay height, modifying bay dividers, or installing lights, fans, or other fixtures — that affect the system's ability to track shots, unless Trackman was consulted in advance and permitted to carry out any necessary tests or adjustments. Any costs associated with required modifications to the installation following such changes shall be borne by the Customer.
- j) End-user support for the Trackman Range iOS and Android app.
- k) Unauthorized network connections or devices. Trackman reserves the right to disable any unauthorized device connected to the system without prior notice and is not responsible for the functionality of non-Trackman equipment, such as ball machines, connected to the Trackman system.

Appendix C: General Terms and Conditions

These General Terms and Conditions are an addendum to the agreement on the Trackman Driving Range Solution, including all other appendices thereto, (the Agreement) and the provisions of these General Terms and Conditions shall apply to and be an integral part of the Agreement. Each capitalized term used herein and not defined herein shall have the same meaning as ascribed to it in the Agreement.

C.1. Definitions

The following words and expressions shall have the following meanings, unless the context otherwise requires:

- "Trackman Data" means all data generated by or originating from the Trackman Core Software and/or the Trackman Range Radars
- "Goods" means the Hardware and the Trackman Range Software.
- "Hardware" means all hardware acquired by the Customer under the Agreement (including the Trackman Deliverables) or delivered by Trackman to the Customer as part of the Support or otherwise.

C.2 Product Information

Data in product information and price lists are binding only to the extent that they are by reference expressly included in the Agreement.

All drawings and other technical documents, software, etc., regarding the Goods or its manufacture provided by Trackman to the Customer, prior or subsequent to the formation of the Agreement may not be used for any other purpose than as intended pursuant to the Agreement and may not be communicated to a third party.

C.3 Proprietary rights

Other than the grant of the Software License pursuant to the License Terms, nothing in the Agreement shall constitute or imply any transfer of, or grant of license to, any intellectual or other proprietary rights of Trackman.

The Customer agrees and acknowledges that (i) Trackman retains all of its rights, title and interest in and to all patents, trademarks, trade names, inventions, copyrights, software rights, know-how, trade secrets, confidential information and all other of its intellectual property rights relating to its technology, including the Trackman Range Software and the Trackman Range Radars, (ii) the Customer shall not have any ownership interest nor any joint ownership interest therein; and (iii) the Customer shall not do or permit anything to be done which directly or indirectly contests any of Trackman's intellectual property rights. Nothing in this Agreement shall exclude or limit Trackman from exercising world-wide its unrestricted rights over any such intellectual property rights.

Nothing in this Agreement shall restrain Trackman from using or developing its products, including its Trackman Range Radars and Trackman Range Software, for whatever purpose and within whatever field it may desire to the extent that Trackman's use or development of its products do not violate any exclusive rights separately and independently developed or acquired by the Customer.

The Customer may not alter, remove or in any way tamper with any of the Goods' trademarks, brands, logos, etc. or slander or otherwise discredit in any way the names or brands belonging to Trackman.

The Customer shall promptly notify Trackman of any infringements of Trackman's trademarks or other intellectual rights, and the Customer shall assist Trackman in its attempts to secure its rights against third party infringers.

Trackman shall not be liable to the Customer if a third party infringes any of Trackman's rights, and Trackman shall not be obliged to bring any action against any third-party infringers. If Trackman chooses to bring an action against third party infringers or makes settlements with such third parties, the Customer is not entitled to claim any part of any damages or compensation awarded to Trackman.

C.4 Trackman Data

Trackman has all rights to use, modify, reproduce, release, or disclose Trackman Data in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.

C.5 Confidentiality

All information and any physical material provided by Trackman to the Customer, including in connection with the execution and completion of the Trackman Driving Range Solution under the Agreement or as part of the Support shall be considered confidential information of Trackman, except for information which (i) at the time of the disclosure is in public domain or (ii) after disclosure is published or otherwise becomes part of the public domain through no default or breach of the Agreement. The Customer agrees to: (i) use the Confidential Information solely in connection with the execution and completion of the Trackman Driving Range Solution under the Agreement, (ii) treat any confidential information of Trackman as strictly confidential, and (iii)

not disclose such information except as required by law or as otherwise permitted under the Agreement. In addition, the Customer will use reasonable care to protect the confidentiality of the Confidential Information. The Customer's confidentiality obligation shall survive termination of the Agreement (whatever the cause).

C.6 Shipping Terms

Unless otherwise agreed, the Goods are delivered CIP - Carriage and Insurance paid to the Customer's business address in accordance with the delivery instructions as set forth in the Agreement (1.4).

C.7 Prices and payment

All amounts in this Agreement are inclusive of insured shipping and transportation but exclusive of any applicable taxes or duties, including VAT (for EU/UK customers), GST/HST or PST (for Canadian customers), and sales or use taxes (for U.S. customers), as well as any import duties or similar charges. The Customer shall bear such taxes and duties in addition to the agreed prices.

Suppose the Customer is required under applicable law to make any tax deduction or withholding from any payment to Trackman under this Agreement. In that case, the payment amount shall be grossed up so that Trackman receives the full amount that would have been payable had no such deduction or withholding been required.

Unless otherwise expressly agreed, all payments shall be made in U.S. Dollars (USD) or another mutually agreed currency, no later than fourteen (14) days from the date of the invoice. In the event of delayed payment, interest of one percent (1%) per commenced month shall accrue on the outstanding balance until full payment is received.

Ownership of the Goods (Trackman Deliverables) shall remain with Trackman until full payment has been received. In the event of non-payment, Trackman reserves the right to reclaim the Goods (ejendomsforbehold) and pursue any other remedies available under applicable law.

The Customer hereby consents to Trackman's preparation and filing of financing statements and agrees to take all reasonable actions requested by Trackman to perfect and maintain its security interest in the Goods until payment in full has been made.

C.9 Limited warranty

The limited warranty undertaken by Trackman in this clause C.9 is only made in respect of the Hardware. Trackman undertakes a separate limited warranty in respect of delivered Trackman Range Software, which is included in the License Terms.

C.9.1 Limited warranty

Trackman warrants that Hardware is (i) designed and manufactured in a professional and workmanlike manner; (ii) free from defects in design, materials, and workmanship; and (iii) comply with specifications and requirements agreed with in the Agreement. This warranty is expressly made in lieu of all warranties, express or implied, including the implied warranties of merchantability and fitness for a particular purpose. This warranty, and Trackman's liability, does not cover defects caused by occurrences after the risk in the Goods has passed to the Customer.

The Customer shall examine the Hardware upon receipt and any alleged breach of warranty shall be notified to Trackman within 14 days thereafter. The notice shall contain a description of the alleged breach. If the Customer fails to notify Trackman in writing within the time limit set forth above, the Customer shall forfeit its right to make any claim under this warranty.

Trackman shall warrant all electrical system hardware less in-bay screens (defined in C.9.2) if the customer is currently covered under a valid Software and Service agreement. The warranty does not extend to unsupported activities (B. 8).

C.9.2. Limited warranty in-bay screens

A Trackman Range in-bay screen ("the product") is warranted to be free from manufacturing defects for a period of five (5) years from the date of takeover, subject to the present terms and conditions.

C.9.2.1 Coverage

The warranty covers any manufacturing defects that arise during normal use within the warranty period.

C.9.2.2 Exclusions

This warranty does **not** cover damage resulting from events classified as *force majeure*, including but not limited to natural disasters, war, riots, or any other circumstances beyond the manufacturer's control.

This warranty excludes damage caused by external physical forces such as improper use, impacts with golf equipment, gross negligence, mishandling, or unauthorized modifications. The warranty is only valid when the product is used according to the manufacturer's guidelines and instructions.

C.9.2.3 Limitation of Liability

The manufacturer's liability under this warranty is limited solely to the repair or replacement of the defective product, at the manufacturer's discretion. No other claims for incidental or consequential damages apply.

C.9.2.4 Warranty Claims

Warranty claims must be supported by photographic or videographic documentation and must be submitted to Trackman Support. All warranty claims must be submitted within the warranty period. Any warranty replacement product will be a like-for-like, or better, replacement. The warranty expiration for any replacement product will reflect that of the original product.

C.10 General limitations of liability

In no event shall Trackman or any of its representatives be liable to the customer or any third party for consequential, indirect, incidental, special, exemplary, punitive, or enhanced damages, lost profits or revenues, or diminution in value arising out of, relating to, or in connection with any breach of this Agreement, regardless of (a) whether such damages were foreseeable, (b) whether or not the customer was advised of the possibility of such damages, and (c) the legal or equitable theory (contract, tort, or otherwise) upon which the claim is based. Trackman shall not be liable for any losses sustained by the customer due to the inability of the customer to use the goods for any period of time.

Trackman's aggregate liability, whether in contract, warranty, tort, or otherwise, arising out of or connected with the performance or non-performance of this Agreement, shall in no event exceed an amount equal to the license and support fee paid by the customer pursuant to this Agreement during the twelve (12) months prior to the customer becoming aware of a claim against Trackman.

C.11 Force Majeure

No party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's control, including, without limitation, industrial disputes, fire, war, acts of God, mobilization or military call up of a comparable scope, seizure, currency restrictions, shortage or failure of transport, general shortage of materials, restrictions in use of power and defects or delays in deliveries by subcontractors and labour disputes, flood, fire, earthquake or explosion, terrorist threats or acts, riot or other civil unrest, government order, law or actions, national or regional emergency, epidemics, pandemics, or other national or regional public health states of emergency and other similar events beyond the control of the parties.

Notwithstanding the above, either party shall be entitled to immediately terminate the Agreement by notice in writing to the other party if performance of the Agreement is delayed more than 6 months by reason of a Force Majeure event as described above. If such termination is made prior to Takeover:

- a) Trackman shall immediately cease all further work;
- b) Trackman shall remove the Trackman Deliverables from the Facility;
- c) Trackman shall remain entitled to the Sign-On Fee.

C.12 Termination of Agreement

C.12.1 Termination for cause

Either Party shall at any time be entitled to terminate the Agreement by prior written notice with immediate effect in the event that:

- a) the other Party is in material default of its obligations under the Agreement (including, for the avoidance of doubt, of all default of a payment obligation) and fails to fully remedy the default within 14 calendar days following receipt of written notice describing in reasonable detail such default; or
- b) the other Party has filed for insolvency, is declared bankrupt, or is adjudicated or found to be, insolvent or stops or suspends payments of its respective debts or is unable to or admits inability to pay its respective debts as they fall due or proposes or enters into any voluntary arrangement or any composition or other arrangement for the benefit of its creditors generally or proceedings are commenced in relation to such Party under any law regulation or procedure relating to reconstruction or adjustment of debt.

C.12.2 Consequences of Termination

All rights and obligations of the Parties shall cease to have effect immediately upon termination of the Agreement except that termination shall not affect:

- a) The accrued rights and obligations of the Parties at the date of termination; and the continued existence and validity of the rights and obligations of the Parties under those clauses which are expressed to survive termination.

Upon termination of this Agreement (no matter the cause):

- a) the Software License shall immediately terminate and the Customer's right to use any of the Trackman Range Software shall immediately lapse;

- b) the Customer shall immediately cease all marketing activities relating to the Trackman Driving Range Solution; and each of the Parties shall remove all references to the Trackman Driving Range Solution at the Facility from their marketing material, web sites and the like.

C.13 Indemnification

The Customer shall indemnify, defend and hold harmless Trackman and its officers, directors, principals, subsidiaries, affiliates, agents, representatives, employees, contractors, successors and assigns from and against any and all claims, suits, losses, injuries, damages, liabilities and expenses, including, without limitation, reasonable attorneys' fees and expenses and costs of investigation (whether or not litigation occurs) incurred in connection therewith, occasioned with, arising or alleged to arise from, wholly or in part, (i) any uncured material breach of this Agreement by the Customer, (ii) the Customer's use of the Trackman Driving Range Solution, or (iii) the acts or omissions of or by the Customer or any of the Customer's agents, owners, officers, directors, principals, equity holders, representatives, contractors, employees, servants, guests, licensees, or invitees in the operation of the Customer's business. This Section 13 is intended to survive this Agreement for as long as the Customer continues to use the Trackman Driving Range Solution in any manner.

C.14 Compliance with Law

The Customer is responsible for obtaining, at the Customer's sole cost, all necessary approvals, permits and other authorizations required by any federal, state, county or municipal codes, laws, rules, ordinances, regulations and orders (collectively "Laws") applicable to any aspect of the construction and the operation of the Trackman Driving Range Solution, including, but not limited to compliance with all building, fire and safety codes. Trackman shall not be liability for injuries and/or damages to persons or property due to the Customer's failure to comply with the Laws. The Customer shall indemnify, defend and hold harmless Trackman from any liabilities resulting from the Customer's failure to comply with the Laws.

C.15 Assignment

The Agreement and the rights and obligations thereunder may not be assigned, in whole or in part, by the Customer without the consent of Trackman, in its sole and absolute discretion or by operation of law.

C.16 Customer's Insurance

The Customer is recommended to obtain and maintain insurance coverage to protect against the cost of hardware replacement in the event of defects or failures not covered by the Trackman's warranty.

The insurance coverage should, at a minimum, reflect the total value of the hardware supplied by Trackman. The value of the hardware will be determined upon the customer's request and communicated by Trackman.

C.17 Product Certification

Both Parties agree to collaborate closely to obtain local or site-specific product certification if required.

Trackman agrees to acquire the necessary certifications, as part of its responsibilities. The customer recognizes that certain certifications may require customer-specific information and agrees to provide necessary data and cooperate with Trackman during the certification acquisition process.

The Parties acknowledge that the acquisition of certifications is crucial for the installation process. Delays in the certification acquisition process may impact the overall installation timeline.

If, despite reasonable efforts, the required certification cannot be obtained within the agreed-upon timeframe, both Parties reserve the right to terminate this contract by mutual written agreement.

C.18 Attorneys' Fees

(Only applicable for the Americas) If any legal action or proceeding is brought to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, in addition to any other relief to which it may be entitled.

Note: This clause applies only to agreements governed by the laws of the United States, Canada, or other jurisdictions within the Americas. It does not apply to EU or UK contracts, where the allocation of legal costs is determined by the relevant court or tribunal.

C.19 Waiver of Jury Trial

(Only applicable for the Americas) To the extent permitted by applicable law, each party knowingly, voluntarily, and irrevocably waives any right to a trial by jury in any action, proceeding, or counterclaim arising out of or relating to this Agreement or the transactions contemplated hereby.

This waiver constitutes a material inducement for each party to enter into this Agreement.

Appendix D: License Terms

These License Terms are an appendix to the Agreement on the Trackman Driving Range Solution, including all other appendices, (the Agreement) and the provisions of these License Terms shall apply and be an integral part of the Agreement. Each capitalized term used herein and not defined herein shall have the same meaning ascribed to it in the Agreement.

D.1 Scope

The Agreement, including these License Terms, regulates the limited right of use of the Trackman Range Software (the Software License) granted by Trackman to the Customer.

D.2 Definitions

The following expressions shall have the following meanings:

- **Trackman API:** means the Trackman application programming interface for building front-end application software interfacing with the Trackman Range Radars and the Trackman Core Software.
- **Basic Trackman Range App:** means the front-end software developed by Trackman and made generally available for free download on iTunes Store and, when available, Android Store.
- **Trackman Core Software:** means the software developed by Trackman (save for Trackman Site Server Platform, Basic Trackman Range App, and any Trackman API) comprising algorithms processing signals from Trackman's doppler radars and providing computer readable data output from the Trackman Range Radars.
- **Trackman Site Server Platform:** means the software application developed by Trackman for basic set-up and administration of the Trackman Driving Range Solution.
- **Trackman Range Software:** means the Trackman Core Software, the Trackman Site Server Platform, the Trackman Basic Range App, and Trackman API (if any).

D.3 License Grant

Trackman grants to the Customer a non-assignable, non-transferable, and non-exclusive right to use the Trackman Range Software within the Field of Use.

D.4 Permitted Installation

The Trackman Site Server Platform may only be installed on the Trackman Site Server. The Basic Trackman Range App may be installed on stand-alone computers, smartphones, tablets, and similar devices.

D.5 Field of Use

The Software License granted by Trackman authorizes the Customer to use the Trackman Range Software together with the Trackman Range Radars at the Facility.

The Trackman API may solely be used in the manner set out in the documentation accompanying the Trackman API and for the purpose of developing Customer Front-End Applications that interface with the Trackman Range Radars and the Trackman Core Software at the Facility.

D.6 Prohibited Use

The Software License is subject to express restrictions set forth below. The Customer shall not knowingly, and shall not knowingly permit any third party, to:

- a) Modify, or create derivative works of, any part of the licensed Trackman Range Software;
- b) Adapt, translate, copy, or convert all or any part of the Trackman Range Software in order to create software, a principal purpose of which is to perform the same or similar functions as the licensed Trackman Range Software or to replace any component of the Trackman Range Software.
- c) Rent, lease, loan, sell, license, sublicense, publish, display, distribute, assign, or otherwise transfer the Trackman Range Software, any copy or portion thereof to any third party not specifically designated in the Agreement.
- d) Disassemble, decompile, reverse engineer the Trackman Range Software or otherwise attempt to gain access to its method of operation or source code;
- e) Alter, remove, replace, or obscure any copyright, trade secret, trademark, logo, proprietary and/or legal notices on or in copies of the Trackman Range Software; and/or

- f) Copy, or otherwise reproduce the Trackman Range Software, in whole or in part, except either (i) as may be required for the installation into computer memory for the purpose of executing the Trackman Range Software in accordance with the Permitted Installation, or (ii) to make reasonable number of copies solely for back-up purposes.

D.7 Intellectual Property Rights

Trackman holds full copyright, title, and any other right to the Trackman Range Software, including all updates and modifications thereto and all derivative works thereof.

Any disregarding of the Trackman's rights, including careless use of the Trackman Range Software which might render copying of the Trackman Range Software possible for third parties, shall be deemed to be a material breach of the Agreement, cf. clause D.12.

D.8 Updates and new releases

Trackman shall for the duration of the Agreement make available to the Customer subsequent releases, if any, of the Trackman Range Software that are not charged for separately (updates). Updates and new releases made available to the Customer under this clause D.8 shall be considered as the Trackman Range Software and thus be subject to the terms of the Agreement, including these License Terms.

The Customer accepts that Trackman has the right, at its sole discretion and without notice, at any time to supersede versions of the Trackman Range Software with newer versions which may add, modify, or delete specific features or characteristics of earlier versions, and that these updates and changes may make older Trackman Range Software incompatible with more current versions of the Trackman Range Software.

Trackman may, in its sole discretion, at any time make any additional Trackman Range Apps available for download and use by end-users and Trackman's Customers, including making one or more Premium Trackman Range Apps available against payment.

D.9 Support

Trackman will provide certain support for the current release of the Trackman Range Software as described in the Agreement.

D.10 Limited Warranties

Trackman warrants that Trackman has the right to grant the license rights hereunder.

D.11 Limitation of Liability/Disclaimer of Warranties

Except for the limited warranty expressly set out in these license terms (or as implied by law where such terms cannot be excluded by agreement), the Trackman Range software is delivered "as is" without warranty of any kind, either expressed or implied, including the implied warranties of merchantability and fitness for a particular purpose. The entire risk as to the quality and performance of the Trackman Range software lies with the customer. Trackman does not warrant that the Trackman Range software will operate without interruption or be error-free.

In no event, unless required by applicable law or in cases of gross negligence or willful misconduct by Trackman, shall Trackman be liable for any product liability, or for any direct, indirect, or consequential damages of any kind, including but not limited to loss of data or data being rendered inaccurate, business interruption, loss of profits, loss of interest, or other losses sustained by the customer or third parties arising out of the use or inability to use the Trackman Range software.

D.12 Termination

All rights held by the Customer under these License Terms, including the right of use, will terminate automatically without notice from Trackman if the Customer fails to comply with any term(s) of the Agreement. The Trackman Range Software is protected by copyright law and international treaties. Unauthorised reproduction of the Trackman Range Software, or any part of it, may result in civil and criminal penalties.

Appendix E: Virtual Golf Course (if applicable)

E.1 Description

In addition to providing the Trackman Driving Range Solution, Trackman agrees to prepare and develop a virtual representation of the golf course at the Customer's facility (the "Rendering"). This Rendering will be made available to the Customer's members through the following platforms:

- a) The Trackman Basic Range App, accessible via iPad and/or Android devices; and/or
- b) The Trackman Simulator (subject to a separate Trackman Simulator Agreement).

Whether a virtual rendering is included and how it is covered, including the number of holes, are specified in the 'Trackman Range Agreement' [1.1]. If the Customer's facility contains more holes than specified, the Customer must identify which specific holes are to be included in the virtual rendering.

The Rendering will feature the clubhouse (viewed externally from the course) and key structures on the golf course, such as the 'halfway house.' Other elements, like bridges, decorative walls, and restrooms, will be represented using generic models unless otherwise agreed. Similarly, buildings outside the golf course will be depicted generically, unless they are deemed iconic or integral to the club's heritage and image. Trees and foliage on the course will be represented with generic models, ensuring they closely resemble the real environment.

E.2 Obligations for Virtual Golf Course.

Trackman agrees to fulfill the obligations described in this Agreement (the "Trackman Obligations") as outlined below.

Trackman Obligations

Source the necessary information to create the Rendering of the course (including a drone flyover of the course at the Facility, if data is not in public records)

Enable the Rendering in the Trackman Range package at the Facility in accordance with 'Licence type' [E.4]

If requested by the Customer, create a data package containing one picture per hole (top-down, tee-shot view, and side-view) to facilitate the Customer's creation of new course guides, web materials, etc.

If applicable: Enable the Rendering in the Trackman Simulator package at the Facility in accordance with section 'License type' [E.4] (requires separate Trackman Simulator Agreement)

The Customer agrees to fulfill the obligations described in this Agreement (the "Customer Obligations") as outlined below.

Customer Obligations

Grant Trackman access to the Facility, to conduct a drone flyover and ground-level photo survey of the course to create the Rendering

Provide supplemental photo reference if requested by Trackman.

Adhere to Terms of Payment, see 'Trackman Range Agreement' [2.7].

If applicable, and where such permissions cannot be obtained by Trackman staff, the Customer is responsible for obtaining all necessary permissions for drone flyovers, including compliance with military, municipal, or other local regulations.

E.3 Time schedule

Trackman anticipates fulfilling all Virtual Golf Course delivery obligations within a standard lead time of eighteen (18-24) months from the signing date of this Agreement, unless otherwise agreed in writing. This lead time is indicative and based on the contract signing date.

Both Trackman and the Customer will make commercially reasonable efforts to ensure that the Obligations are completed in accordance with the agreed time schedule.

On the 'Target Virtual Golf Course Completion Date,' Trackman will provide the Rendering in a playable version on the Customer's TM4 or as a fly-through. Feedback on the virtual course will be welcomed, and Trackman will make commercially reasonable efforts to incorporate this feedback into the course model, as detailed in section [E.5].

The Virtual Golf Course shall be deemed completed upon Trackman providing written notification to the Customer.

E.4 License type

[**Option A:** The Customer hereby grants Trackman a royalty-free license to use the Rendering, including the name of the Facility, in all Trackman apps, software programs, and commercial services, including but not limited to the Trackman Basic Range App, Trackman Simulator, the Trackman Tournament platform, any type of Broadcast use, and any software programs of sub-licensees. This provides Trackman with the option (but not the obligation) to make the Rendering available to users of Trackman products worldwide.

The extent of these terms may be updated over time. Please refer to the Trackman website (www.trackman.com) to access and review the latest version.

The license is non-terminable for an initial term of 20 years from the Time of Completion (the Initial Term"). The Initial Term is automatically extended with periods of 12 months at the end of the Initial Term and on each annual anniversary hereafter. The license may only be terminated by the Customer without cause with 3 months' prior written notice to Trackman with effect as of the end of the Initial Term or the end of any subsequent extension period.

[**Option B:** Trackman undertakes to ensure that the Rendering developed by Trackman is only made available to the Customer's members and not made available to any other users of Trackman products]

E.5 Design process and feedback

The Trackman course creation team is dedicated to producing highly accurate and visually stunning virtual golf courses. The course build will include external representations of key structures, such as the clubhouse and other significant buildings on the golf course (e.g., the 'half-way house').

Additional elements, such as bridges, decorative walls, and similar features, will be represented by generic models unless otherwise agreed upon in advance. Buildings surrounding the course will also be modelled generically unless deemed iconic or essential to the club's heritage and image. Trees and foliage will be represented using generic models that closely resemble the actual landscape.

Upon completion, the course will be made available to the Customer, who will have **two weeks** to submit feedback. If the Customer does not provide feedback within this two-week period, the course will automatically transition to "ready to release" status and may be released at Trackman's discretion during the next available release window, pending the completion of internal QA processes.

If feedback is provided within the two-week window, the course release will be delayed allowing the Trackman Design and QA teams to implement the requested changes.

Should the Customer miss the initial feedback deadline and the course is released, they will still be entitled to request one round of adjustments within six months of the course's release if they choose to do so.

E.6 Updates following course changes

Trackman recognizes that golf courses may undergo changes or renovations over time. While Trackman is not obligated to update course renderings to reflect these modifications, both parties may enter into a separate agreement for updates upon request.

- a) Each update request will be evaluated individually, with pricing and turnaround times proposed by Trackman based on the complexity and priority of the changes.
- b) If Trackman determines that a new drone flight is necessary for rendering updates, the cost for this service will be 50% of the current market rate for a virtual golf course rendering, with a standard turnaround time of up to 12 months after renovations are completed on site. A new drone flight may be required if significant changes are made to fairways, greens, bunkers, tees, or if the hole shape or topography is altered.

- c) If a drone flight is deemed unnecessary, the cost for updates will be reduced to 25% of the current market rate for a virtual golf course rendering, with a standard turnaround time of up to 12 months. Minor changes, such as the addition or removal of trees, construction of bridges or fountains, or other alterations that do not affect the hole shape or topography, may not require a new drone flight.
- d) Trackman will assess the requested updates to determine whether a new drone scan is needed and will provide a cost estimate and timeline for the project accordingly.

THE VILLAGE OF OAK BROOK

COOK AND DUPAGE COUNTIES, ILLINOIS

ORDINANCE

2026-LC-AL-G-1283

AN ORDINANCE AMENDING THE VILLAGE OF OAK BROOK
CODE OF ORDINANCES, AS AMENDED, TITLE 4
(BUSINESS AND LICENSE REGULATIONS), CHAPTER 1
(LIQUOR CONTROL), SECTION 8A (FEES AND NUMBER OF
LICENSES AUTHORIZED) TO DECREASE THE NUMBER OF
AUTHORIZED CLASS A-1 LIQUOR LICENSES BY ONE TO
FORTY-THREE FOR WONDERVERSE, INCREASE THE
NUMBER OF AUTHORIZED CLASS B LIQUOR LICENSES BY
ONE TO TWENTY FOR PURPLE PIG AND DECREASE THE
NUMBER OF AUTHORIZED CLASS M LIQUOR LICENSES BY
THREE TO ZERO FOR OB PARK DISTRICT, TASTY
CATERING AND MAYSLAKE

WONDERVERSE 2301 OAKBROOK CENTER, OAK BROOK, IL
PURPLE PIG 15 OAKBROOK CENTER, OAK BROOK, IL
OB PARK DIST 1450 FOREST GATE RD, OAK BROOK, IL
TASTY CATERING 1900 TOUGHY AVE, ELK GROVE VILL, IL
MAYSLAKE 1717 31ST STREET, OAK BROOK, IL

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

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

Village Board

Published in pamphlet form by authority of the
President and the Board of Trustees of the Village of Oak Brook
On this, the 24th day of February 2026

ORDINANCE 2026-LC-AL-G-1283

AN ORDINANCE AMENDING THE VILLAGE OF OAK BROOK CODE OF ORDINANCES, AS AMENDED, TITLE 4 (BUSINESS AND LICENSE REGULATIONS), CHAPTER 1 (LIQUOR CONTROL), SECTION 8A (FEES AND NUMBER OF LICENSES AUTHORIZED) TO DECREASE THE NUMBER OF AUTHORIZED CLASS A-1 LIQUOR LICENSES BY ONE TO FORTY-THREE FOR WONDERVERSE, INCREASE THE NUMBER OF AUTHORIZED CLASS B LIQUOR LICENSES BY ONE TO TWENTY FOR PURPLE PIG AND DECREASE THE NUMBER OF AUTHORIZED CLASS M LIQUOR LICENSES BY THREE TO ZERO FOR OB PARK DISTRICT, TASTY CATERING AND MAYSLAKE

WONDERVERSE 2301 OAKBROOK CENTER, OAK BROOK, IL
PURPLE PIG 15 OAKBROOK CENTER, OAK BROOK, IL
OB PARK DIST 1450 FOREST GATE RD, OAK BROOK, IL
TASTY CATERING 1900 TOUGHY AVE, ELK GROVE VILL, IL
MAYSLAKE 1717 31ST STREET, OAK BROOK, IL

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

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

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

WHEREAS, the Corporate Authorities deem it advisable and in the best interest and in furtherance of the general welfare of the citizens of the Village that the Village Code of the Village of Oak Brook be amended to decrease the number of authorized Class A-1 Liquor Licenses by One to Forty-Three, Increase the Number of Class B Liquor Licenses by One to Twenty, and Decrease the Number of Class M Liquor Licenses by Three to Zero for Oak Brook Park District, Tasty Catering and Mayslake.

Wonderverse 2301 Oakbrook Center, Oak Brook, IL
Purple Pig 15 Oakbrook Center, Oak Brook, IL
Oak Brook Park District 1450 Forest Gate Rd, Oak Brook, IL
Tasty Catering 1900 Toughy Ave, Elk Grove Village, IL
Mayslake 1717 31St Street, Oak Brook, IL

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

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

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

Class Of License	Application Fee	Annual License Fee	Number Issued
A-1	\$2,000.00	\$2,750.00	44 <u>43</u>
A-2	2,000.00	2,750.00	0
A-3	2,000.00	2,750.00	1
A-4	2,000.00	2,750.00	1
A-5	2,000.00	2,750.00	1
A-6	2,000.00	2,750.00	1
B	2,000.00	2,750.00	19 <u>20</u>
C	2,000.00	2,200.00	1
D	2,000.00	2,200.00	6
E	2,000.00	4,950.00	7
F	No Fee	\$50 per event	Not Applicable
G	No Fee	No Fee	1
H	No Fee	No Fee	1
I	2,000.00	2,750.00	2
J	2,000.00	500.00	0
K	2,000.00	2,750.00	0
L	2,000.00	2,750.00	1
M	----	500.00	30
N	2,000.00	2,750.00	2
O	2,000.00	2,750.00	1
P	2,000.00	2,750.00	1

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

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

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

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

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

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

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

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

APPROVED THIS 24th day of February 2026.

Laurence E. Herman
Village President

PASSED THIS 24th day of February 2026

Ayes: _____

Nays: _____

Absent: _____

Recuse: _____

ATTEST:

Netasha Scarpiniti
Village Clerk



ITEM 8.A.5.

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

AGENDA ITEM

Board of Trustees Regular Meeting
of
February 24, 2026

SUBJECT: Appointment of the Village's IRMA Delegates

FROM: Greg Summers, Village Manager

BUDGET SOURCE/BUDGET IMPACT: N/A

RECOMMENDED MOTION: I move to approve R-2350, A Resolution Appointing Delegates to the Intergovernmental Risk Management Agency

Background/History:

The Village of Oak Brook is a member of the Intergovernmental Risk Management Agency (IRMA) for Risk Management, Defense, and Risk Coverage. The Village has a Delegate and an Alternate, who represent the Village on its Board, along with the other 70 members.

Previously, the Delegate and an Alternate for Oak Brook were held by Joseph Mitchell as the Delegate and Shelley Henn as the Alternate. The passage of this resolution would establish Sandra Mikel, Human Resources Manager, as the Delegate, and Greg Summers, Village Manager, as the Alternate.

Recommendation:

Staff recommends that the Village Board approve Resolution R-2350, A Resolution Appointing Representatives to the Intergovernmental Risk Management Agency.

Attachments:

1. Resolution R-2350

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

RESOLUTION
2026-IRMA-R-2350

A RESOLUTION APPOINTING
DELEGATES TO THE
INTERGOVERNMENTAL RISK
MANAGEMENT AGENCY (IRMA)

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

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

Village Board

Published in pamphlet form by authority of the
President and the Board of Trustees of the Village of Oak Brook
on this the 24th day of February, 2026

RESOLUTION 2026-IRMA-R-2350

**A RESOLUTION APPOINTING DELEGATES TO
THE INTERGOVERNMENTAL RISK MANAGEMENT AGENCY (IRMA)**

WHEREAS, the Village of Oak Brook, Illinois is a member of the Intergovernmental Risk Management Agency (IRMA); and

WHEREAS, the Contract and Bylaws of IRMA provides that member units of local government shall by majority vote of its corporate authorities select a Delegate and an Alternate to represent the Village of Oak Brook, Illinois on the Board of Directors of said Intergovernmental Agency; and

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

Section 1: Sandra Mikel, Human Resources Manager of the Village of Oak Brook, Illinois, is hereby appointed as delegate to represent the Village of Oak Brook, Illinois, on the Board of Directors of said Intergovernmental Risk Management Agency.

Section 2: Greg Summers, Village Manager of the Village of Oak Brook, Illinois, is hereby appointed as the alternate delegate to serve if Sandra Mikel is unable to carry out her aforesaid duties as the representative of the Village of Oak Brook, Illinois to said Intergovernmental Agency.

APPROVED THIS 24th day of February 2026.

Laurence E. Herman
Village President

PASSED THIS 24th day of February 2026

Ayes: _____

Nays: _____

Absent: _____

Recuse: _____

ATTEST:

Netasha Scarpiniti
Village Clerk



ITEM 8.B.

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

AGENDA ITEM

Board of Trustees Regular Meeting
of
February 24, 2026

SUBJECT: Trustee Initiative Discussion Requested by Trustees Nagle, Tiesenga, and Jain

FROM: Greg Summers, Village Manager

BUDGET SOURCE/BUDGET IMPACT: N/A

RECOMMENDED MOTION: Discussion Only

Background/History:

Per the Village Code, Section 1-4B-2: "[a]t the request of three (3) Trustees, items may be placed on a regular Board agenda, providing the Village Manager or his/her designee is notified". Trustees Nagle, Tiesenga, and Jain requested this Trustee Initiative.

Recommendation:

Discussion Only

Attachments:

None