



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

Regular Meeting
Tuesday, November 12, 2024
7:00 PM

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

1. CALL TO ORDER

2. ROLL CALL

3. PRESIDENT’S OPENING COMMENTS

A. Preliminary Board Review - Visceral Dance - 111 Windsor

4. PUBLIC COMMENTS

5. APPROVAL OF MINUTES

A. Regular Executive Board of Trustees Meeting of August 13, 2024
Regular Executive Board of Trustees Meeting of September 26, 2024

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: November 6, 2024 - \$1,349,873.18

1. BCBSIL - Health Care Services - November 2024 - \$233,207.64
2. Tom & Joy Nguyen - Bond Refund - Property at 3024 Meyers Rd. - \$25,672.00
3. Key Code Media, Inc. - Board Room Audio/Video Equipment Replacement Project - \$44,114.70
4. EZA Engineering PLLC - Municipal Engineering Services - October 2024 - \$24,486.00
5. Civiltech Engineering, Inc. - Professional Services from September 13, 2024 to October 25, 2024 - \$23,747.14
6. K-Five Construction Corporation - 2024 Street Improvement Project - \$158,614.13

7. Thomas Engineering Group, LLC - 2024 Street Improvement Project - \$21,314.02
8. Mauro Sewer Construction, Inc. - Oak Brook Briarwood Lakes Water Main Improvement Project - \$444,897.46
- B. Approval of Payroll Paydate: October 31, 2024 - \$836,812.77 Herman/Martin
- C. Village of Oak Brook – Monthly Financial Reports - September 2024 Herman/Martin
- D. Village of Oak Brook – Monthly Financial Reports October 2024 Herman/Martin
- E. Cancellation of the Second Meeting in November
- F. Authorization to Pay Bills a Second Time Due to Meeting Cancellations Herman/Martin
- G. Development Services Referrals
1. 2903 & 2905 Oak Brook Hills Road - Plat of Consolidation Manzo/Tiesenga
- H. Resolutions and Ordinances
1. RESOLUTION R-2240, A Resolution Approving a Final Plat of Subdivision for the L2KM2 Subdivision; Commonly as 3601 & 3505 Adams Road, Oak Brook, Illinois Manzo/Tiesenga
2. RESOLUTION R-2243, A Resolution Authorizing and Approving Agreements for the Security and Fire Alarm System Upgrade Project for the Village of Oak Brook Water Treatment Facilities Jain/Tiesenga
7. ITEMS REMOVED FROM CONSENT AGENDA
8. BOARDS AND COMMISSION RECOMMENDATION
- A. Map Amendment - 2222 35th Street - Midwest Club Homeowners Association Tiesenga/Manzo
9. ACTIVE BUSINESS
- A. Ordinances & Resolutions
1. RESOLUTION R-2239, A Resolution Approving and Authorizing the Purchase of Insurance Benefits for Employees for the Plan Year Starting January 1, 2025, through December 31, 2025 Herman/Martin
2. RESOLUTION R-2242, A Resolution Awarding a Professional Engineering Services Agreement for the Village's Water System Disinfection Modernization System to Trotter and Associates, Inc. Jain/Tiesenga
3. RESOLUTION R-2244, A Resolution to Waive Further Bidding and Authorize Staff to Issue a Purchase Order to Morton Salt, Inc., Chicago, Illinois, for the Bulk Purchase of Deicer Salt Jain/Tiesenga
4. RESOLUTION R-2245, A Resolution Approving and Authorizing Staff to Issue a Purchase Order to JX Truck, for One Peterbilt Truck with a Snowplow and Salt Spreader. Jain/Tiesenga

5. RESOLUTION R-2246, A Resolution Approving and Authorizing Staff to Issue a Purchase Order to Standard Equipment, for One Combination Vacuum Truck Jain/Tiesenga
6. RESOLUTION R-2247, A Resolution Approving an Intergovernmental Agreement by and Between the Illinois Department of Transportation and the Village of Oak Brook to Implement Intelligent Transportation Systems Along the 22nd Street/Cermak Road Corridor. Jain/Tiesenga
7. RESOLUTION R-2248, A Resolution Approving and Adopting the Village of Oak Brook's Boards, Committees, and Commissions Manual Herman/Martin
8. RESOLUTION R-2249, A Resolution Approving and Authorizing Staff to Issue a Purchase Order to Foster Coach Sales, Inc. for One 2025 Ford F550 4x4 Custom Horton Conversion Ambulance Jain/Nagle
9. ORDINANCE S-1709, Budget Amendment An Ordinance Authorizing Amendments and Transfers Among Budget Line Items the Village of Oak Brook, Illinois Herman/Martin
10. ORDINANCE S-1710, An Ordinance Approving and Adopting Building Use Policies for Village Owned Venues Herman/Martin

10. BOARD UPDATES

11. ADJOURN TO CLOSED SESSION

For the Purpose of Discussing (1) Minutes of Meetings Lawfully Closed Under This Act, (2) To Discuss the purchase or lease of real property for the use of the public body, (3) To Consider the employment/discipline of a specific employee or employees of the Village Pursuant to 2(C)(21), 2(C)5, 2(C)(1) Of the Illinois Open Meetings Act Respectively

12. RECONVENE OPEN MEETING

13. UNFINISHED BUSINESS

A. Employee Appeal of Disciplinary Finding

N/A

14. ADJOURNMENT

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



OAK BROOK
Illinois

ITEM 3.A.

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
November 12, 2024

SUBJECT: Preliminary Board Review - Visceral Dance - 111 Windsor

FROM: Rebecca Von Drasek, Development Services Director

BUDGET SOURCE/BUDGET IMPACT: N/A

RECOMMENDED MOTION: Provide comments, suggestions, and recommendations to Visceral Dance regarding the proposal to operate a dance school at 111 Windsor within the ORA-1, Office Research Assembly District.

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

Background/History:

Visceral Dance, with the consent of the property owner, is proposing to operate a dance school at 111 Windsor, located south of Blistex and east of 125 Windsor Drive. ADT was the former tenant. The request is to renovate the interior and update the exterior of the existing building to accommodate a dance school for approximately 500 students with classes held seven-days a week.

Staff Comments:

A Planned Development is required for this proposal. The intent and purpose of the planned development regulations is to provide an alternate zoning procedure under which land can be developed or redeveloped with innovation, imagination, and creative architectural design when sufficiently justified under the provisions of this chapter. The objective of the planned development is to encourage a higher level of design and amenity than is possible to achieve under standard zoning regulations.

1. The subject property is currently zoned ORA-1 Office, Research and Assembly District. Dance schools are not listed as a Permitted or Special Use. Daycares, health clubs, and post baccalaureate schools are listed Special Uses within the ORA-1 District.

2. Schools of fine arts are a listed Special Use within the ORA-3 District.
3. The applicant has not yet engaged design professionals to render the space, as the land use waiver is required.
4. The property is not located in either the regulatory floodway or regulatory floodplain and any development proposal shall comply with the Village's adopted stormwater ordinance requirements.
5. A separate neighborhood meeting will not be required as part of the outreach for this project. The neighborhood meeting is an optional element of the Planned Development process (13-15-5.B.1d). Please see the project presentation slides provided by the applicant for additional information and background.

Recommendation:

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

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

Attachments:

1. Visceral Oak Brook

Visceral Dance Center

OAK BROOK LOCATION

Nick Pupillo, Founder

ABOUT VISCERAL

Recognized as one of the top training facilities in the country for dance, Visceral Dance Center in Chicago is known for its positive environment and exceptional faculty. With classes 7 days a week for students 18 months to 18 years, Visceral stands out as a studio that offers a class for every dancer.

Over the past 17 years we have offered a place for students to engage in high quality training in an environment which promotes diversity, equity and inclusion while providing a challenging and positive learning environment.

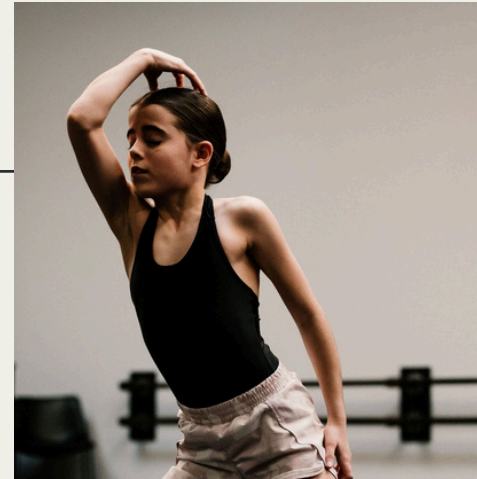
Our teachers not only enjoy educating and inspiring young dancers, but are highly esteemed professional dancers with extensive backgrounds in various forms of dance.

WHY OAK BROOK

While searching for the best place to grow, we kept returning to Oak Brook as the perfect location. With the proximity to highway and the many retailers which our clientele can take advantage of while their children use our facility, the location is incomparable to other suburban locations.

- Offering a destination for families in the surrounding suburbs of Elmhurst, Hinsdale, Western Springs, LaGrange, etc.
- Bringing high quality dance training to Oak Brook and the suburbs of Chicago.
- Visceral anticipates 500 students and 400 families within the first year.
- The Oak Brook Dance Center will allow dance to be easily accessed by all individuals.
- Visceral's outstanding reputation will make the Oak Brook Dance Center a destination for national and international students seeking quality training, as well as a home for students from Chicagoland and neighboring states who attend classes on a regular basis.

PLANS FOR OUR NEW LOCATION



Youth Classes

We will offer over 100 classes a week for students ages 18 months-18 years in a wide range of styles.

Youth Companies

Visceral will offer 3 youth companies with over 100 students ages 5-18. Our students train 3-5 days a week and perform at competitions and as well as in the community.

These companies provide different levels and styles of training to create a space for every dancer to grow.

Intensives

During the winter and summer breaks, Visceral will provide the opportunity for students to continue their training in a professional environment.

Intensives will not only be offered to current students, but will pull students from all over the country, helping to boost revenue for the Oak Brook Community.

Community Engagement

With classes 7 days a week our clientele will have access to all that Oak Brook offers before, during, and after classes.

Our youth companies will partner with local businesses for company outings, events, performances and more.

TENTATIVE SCHEDULE

The below schedule outlines our plans for our new location. While students are in classes, parents will be able to enjoy the amenities that Oak Brook has to offer. After classes, our students will be able to continue their day enjoying the shopping center or local restaurants.



MONDAY

Hours | 4-9pm
24 Classes
240 Students

TUESDAY

Hours | 4-9pm
23 Classes
200 Students

WEDNESDAY

Hours | 4-10pm
16 Classes
150 Students

THURSDAY

Hours | 4-10pm
21 Classes
374 Students

FRIDAY

Hours | 4-8pm
10 Classes
100 Students

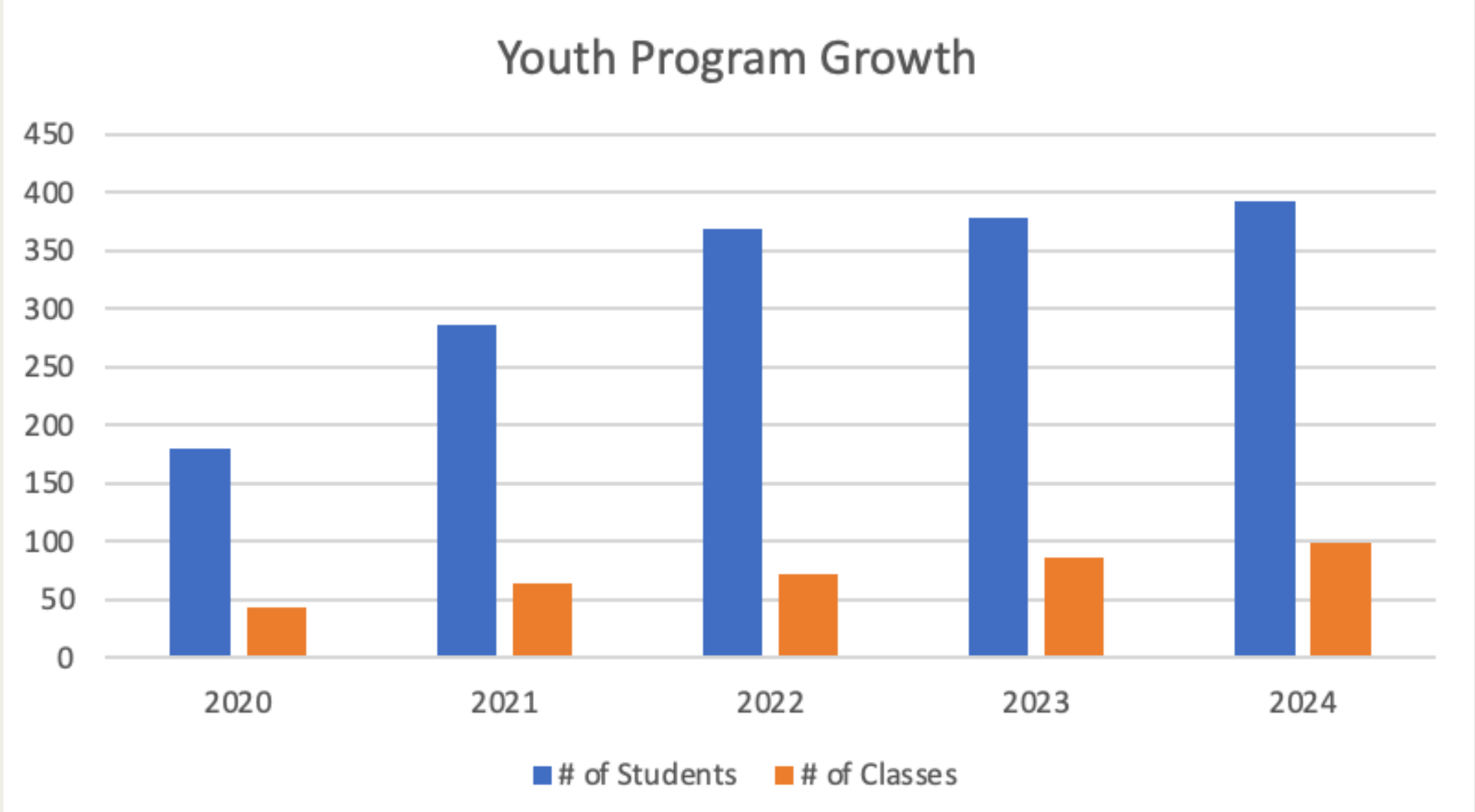
SATURDAY

Hours | 9am-4pm
34 Classes
480 Students

SUNDAY

Hours | 11am-8pm
10 Classes
100 Students

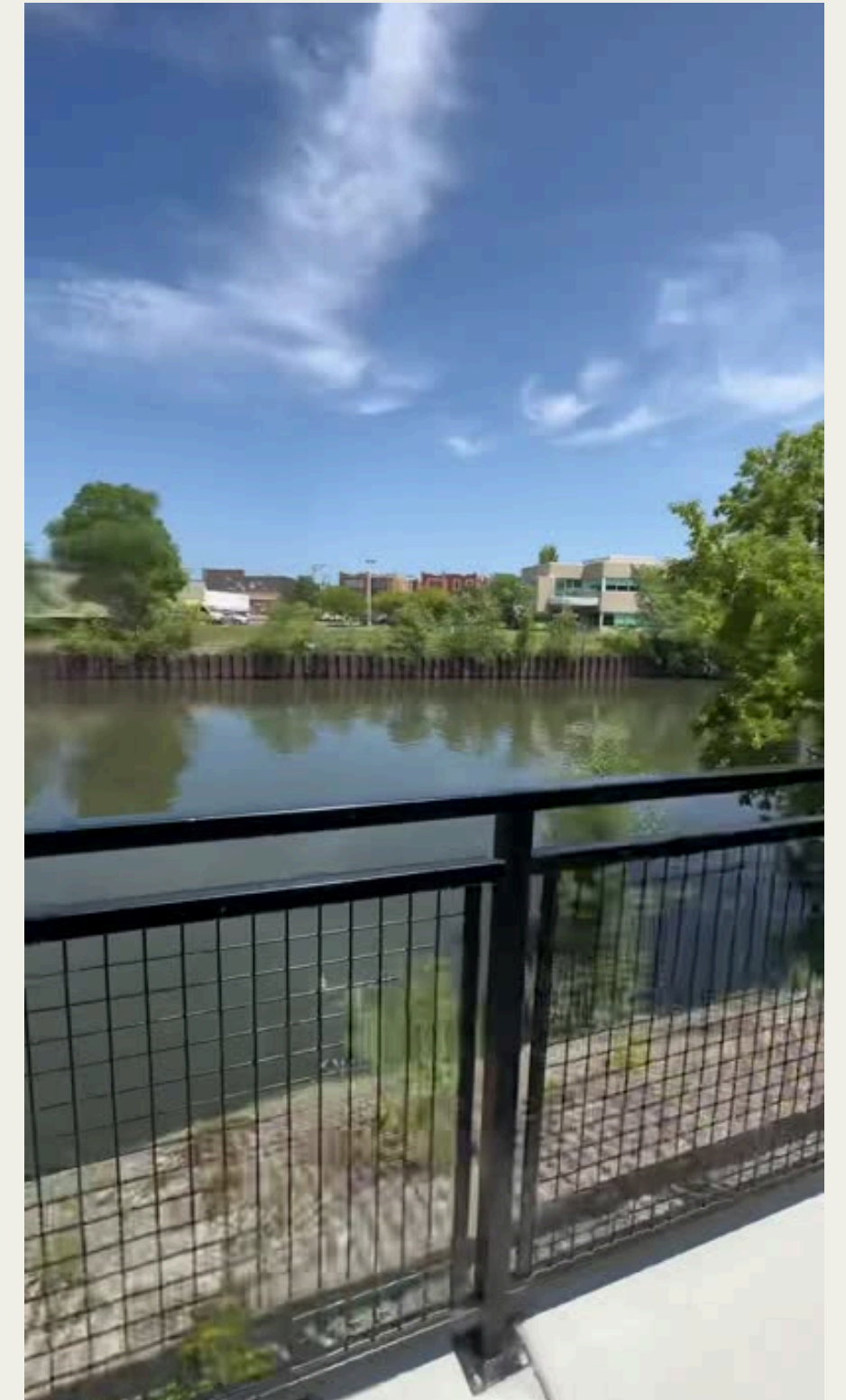
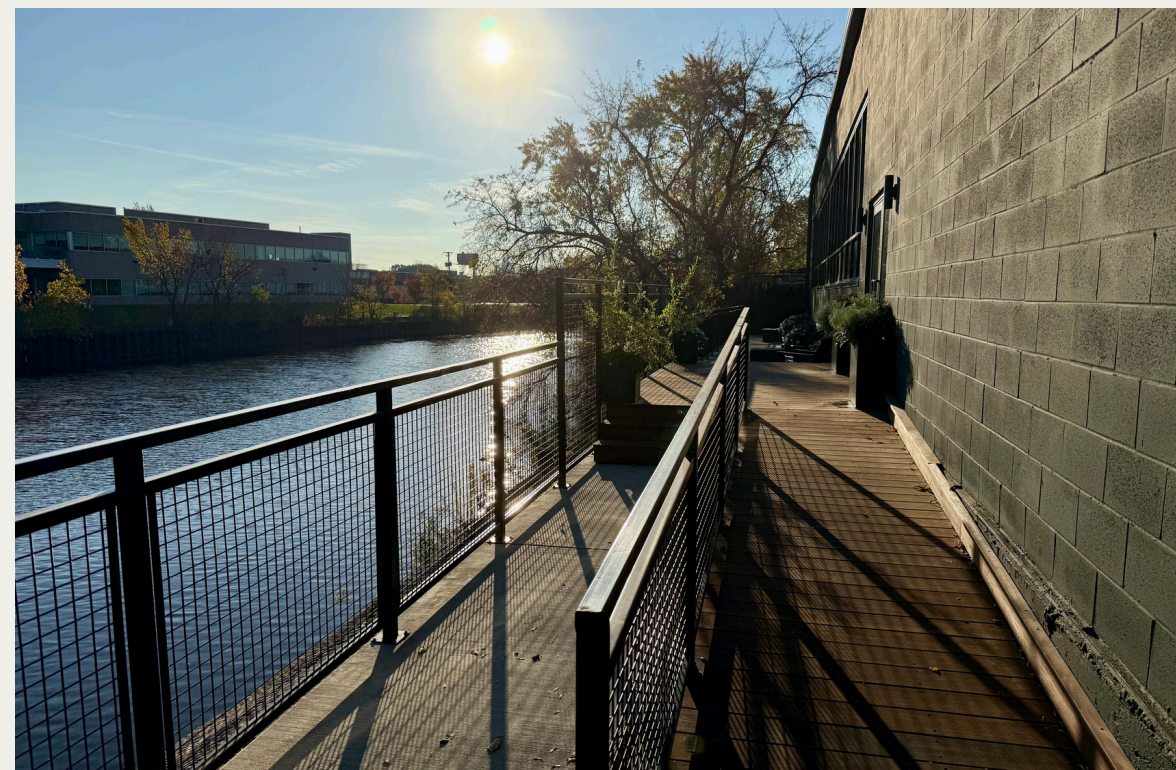
GROWTH 2020-2024



Both students and classes have more than doubled over the course of 4 years

PAST BUILD-OUT - EXTERIOR

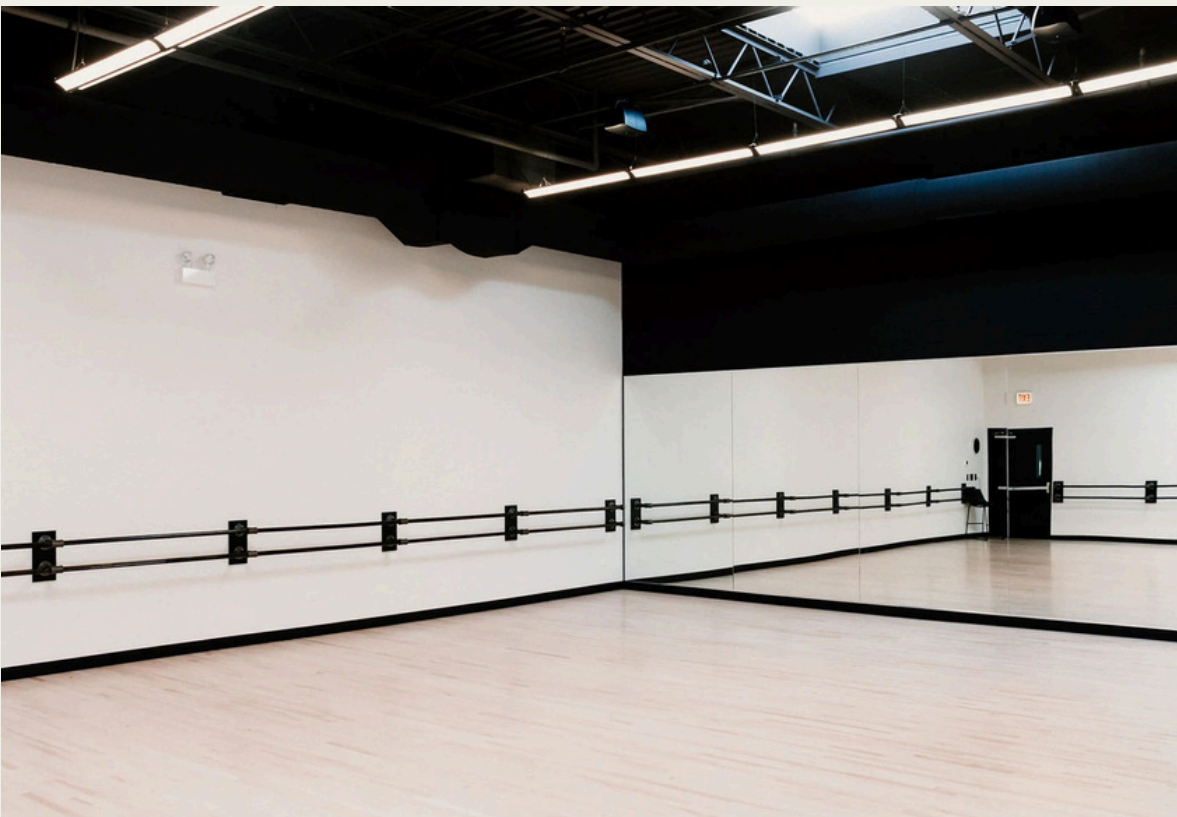
In 2021, Visceral moved into a 27,000 sq ft location. We took an empty warehouse building and transform it into 6 studios and a state-of-the-art theater, the Ann Barzel Theater.



PAST BUILD-OUT- INTERIOR



PAST BUILD-OUT

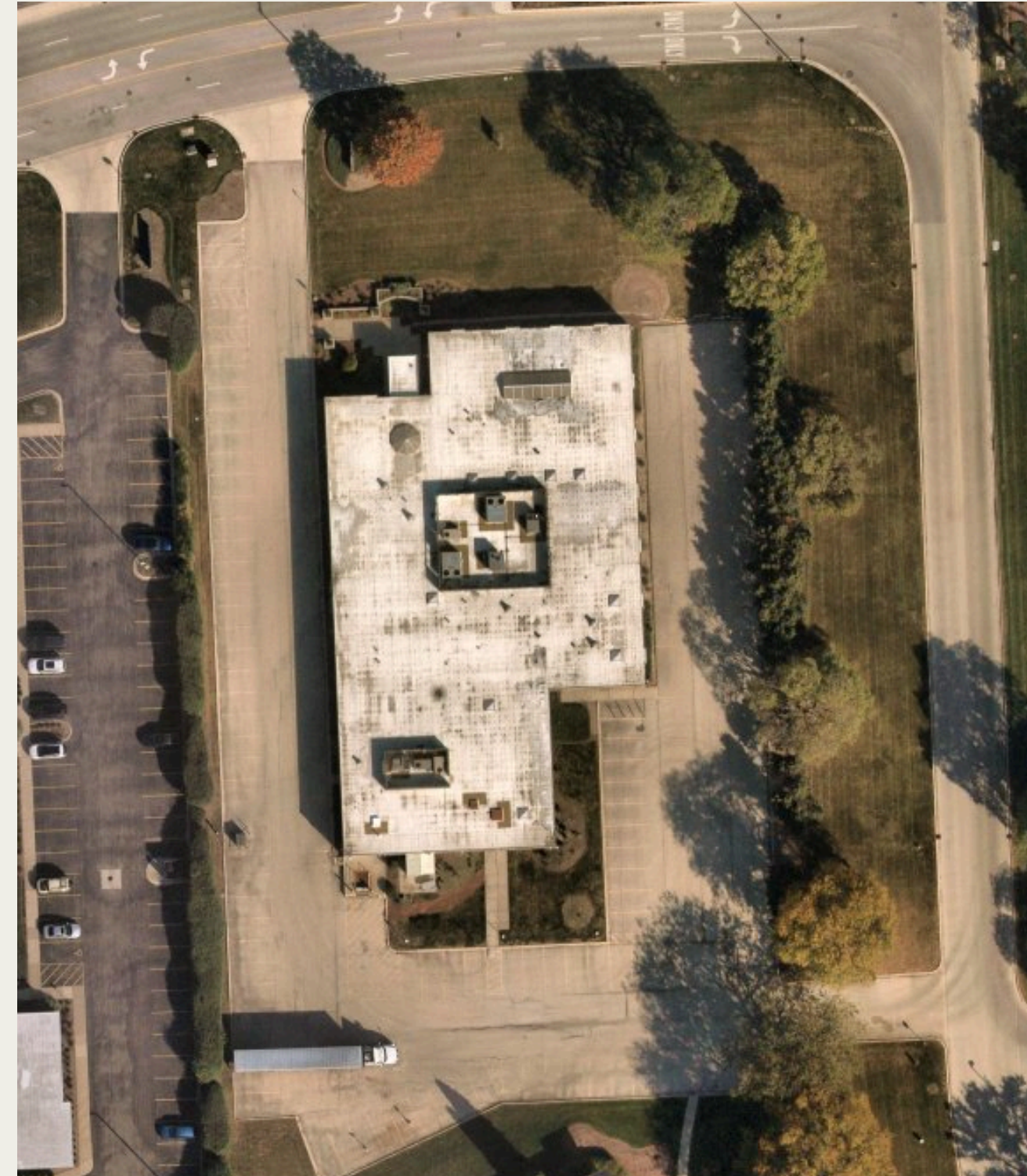


PAST BUILD-OUT

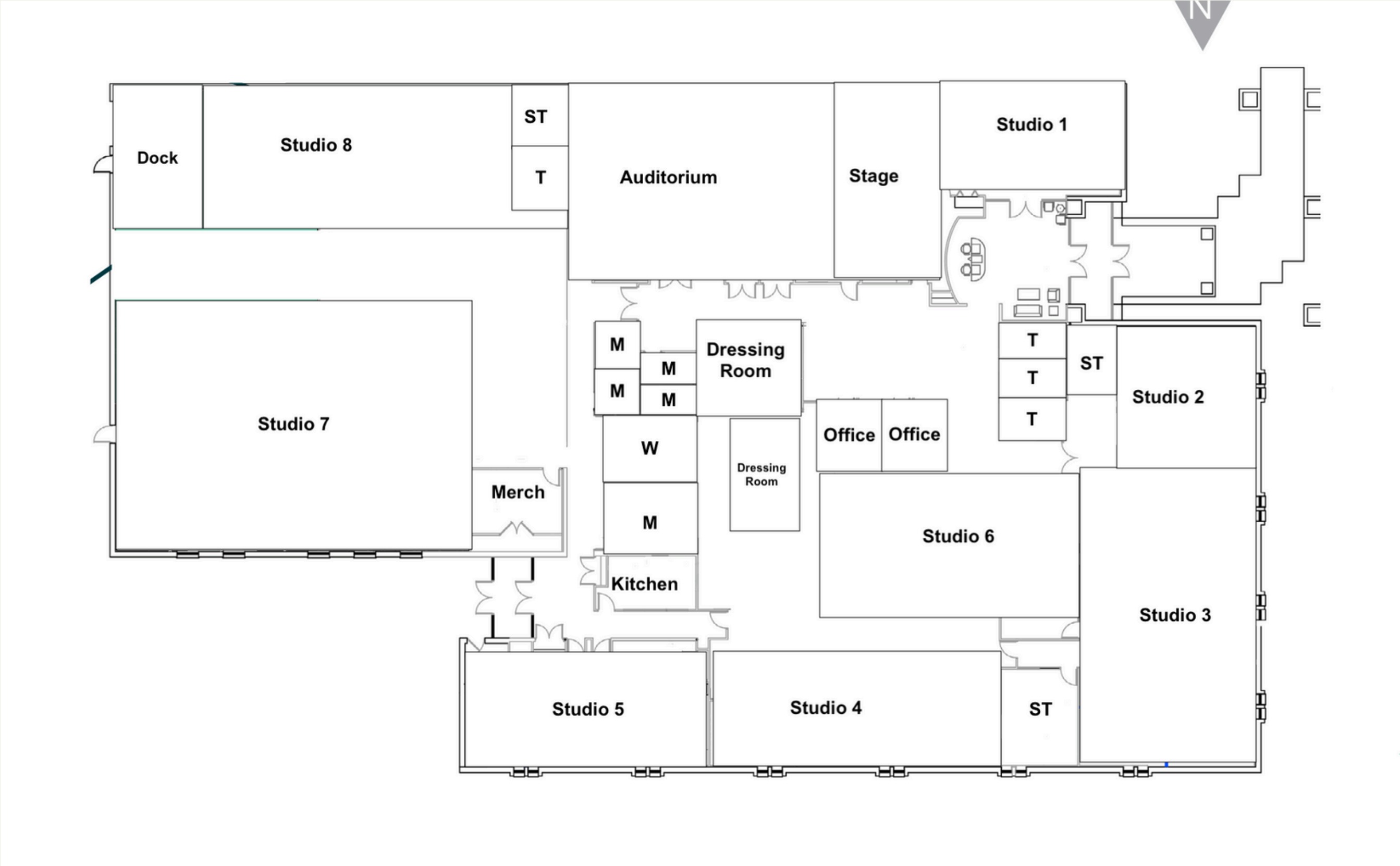


111 WINDSOR

- 116 Parking Spaces
 - Allows safe and easy access to our building.
- 23,537 SF to allow for 8 studios, offices, and a small auditorium.

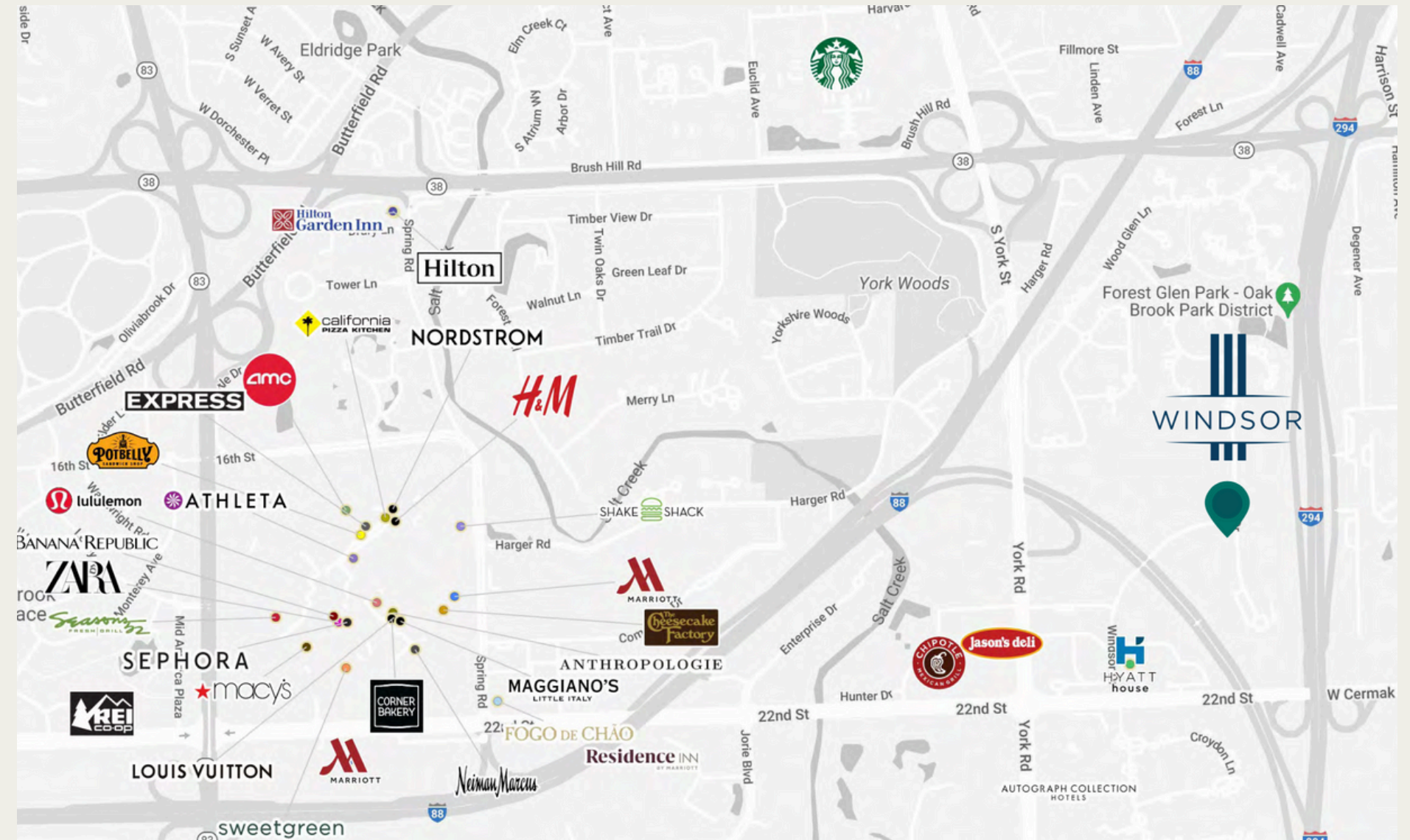


111 WINDSOR



111 WINDSOR

- Close proximity to all amenities of the Oak Brook market
- Access to Route 83, York Road, I-88, I-290, I-294
 - Allowing easy access for dancers in surrounding suburbs
- One 15 minutes to O'Hare international Airport
 - Easy access for students traveling in for intensives.





OAK BROOK
Illinois

ITEM 5.A.

BOARD OF TRUSTEES MEETING
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OAK BROOK, ILLINOIS
630-368-5000

AGENDA ITEM

Board of Trustees Regular Meeting
of
November 12, 2024

SUBJECT: Approval of Closed Meeting Minutes

FROM: Netasha Scarpiniti, Clerk

BUDGET SOURCE/BUDGET IMPACT: N/A

RECOMMENDED MOTION: Motion to approve the Regular Executive Meeting Minutes of August 13, 2024 and September 26, 2024.

Background/History:

The Open Meetings Act requires that all public bodies shall keep written minutes of all their meetings, whether open or closed. The public body shall periodically, but no less than semi-annually, meet to review minutes of all closed sessions that have not been released to the public. At this time the Executive Minutes of August 13, 2024 and September 26, 2024, are ready to be approved as written on November 12, 2024 but are not ready to be released to the public.

Recommendation:

That the Board approve the Regular Executive Meeting Minutes of August 13, 2024 and September 26, 2024.

Attachments:

None

Approval for Payroll Paydate: 10/31/24

Total Gross Payroll	\$	638,667.49
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Employee Deductions:

Illinois Municipal Retirement Fund	\$	13,376.15
Police Pension Fund	\$	18,436.78
Fire Pension Fund	\$	12,965.10
Federal Tax Withholding	\$	71,062.39
State Tax Withholding	\$	27,948.10
Social Security and Medicare	\$	25,458.52
ICMA/NACO/457	\$	26,374.56
Court Orders	\$	530.00
Insurance Contributions	\$	2,417.49
Aflac Contributions	\$	1,142.57
Mo Voi Life	\$	-
Police Union Dues	\$	-
Fire Union Dues	\$	-
Public Works Union Dues	\$	1,152.37
125-Medical/Dependent Care	\$	3,548.34

Total Employee Deductions		204,412.37
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Net Payroll	\$	434,255.12
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Village Expenses:

Police Pension	\$	77,114.67
Fire Pension	\$	76,035.85
IMRF Pension	\$	18,555.51
Insurance Contributions	\$	980.73
Social Security and Medicare	\$	25,458.52

Total Village Expenses		198,145.28
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Total Payroll (Gross Payroll plus Village Expenses)	\$	836,812.77
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Payroll Date: 10/31/24

Employee Deductions		Pension	Salary by Pension	Percent of
		Deduction	Plan	Pensionable Salary**
	Police	\$ 18,436.78	\$ 186,042.66	9.910%
	Fire	12,965.10	137,125.01	9.455%
	IMRF	9,630.91	227,244.37	4.238%
	Non-Pensionable	-		0.000%
			<u>\$ 550,412.04</u>	

Village Payment into Pensions		Village	Percent of Payroll*	Percent "Match" of what Employee Contributes
		Contribution		
	Police	\$ 77,114.67	41.45%	418.3%
	Fire	76,035.85	55.45%	586.5%
	IMRF	18,555.51	8.67%	204.6%
		<u>\$ 171,706.03</u>		

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

**IMRF employee contribution percentage is statutorily set at 4.5% of pensionable salary; Tier II enrollees are capped at \$123,489.18 for 2023. A drop in percentage of pensionable salary below 4.5% for employee contribution reflects Tier II enrollees having met the pensionable wage cap for a given year.



VILLAGE OF OAK BROOK

MONTHLY FINANCIAL REPORTS

SEPTEMBER 2024



Executive Summary on Village Funds

Through September 30, 2024

		YTD		YTD		YTD		Estimated
		Revenues		Expenditures		Net Fund Increase (Decrease)		YTD Ending Fund Balance (Deficit)
<u>Governmental Funds</u>								
General Fund (Major Fund)		\$ 25,030,373	\$	20,546,819	\$	4,483,554	\$	47,108,942
<i>Main operating fund of the Village.</i>								
Hotel Fund (Major Fund)		\$ 1,335,334	\$	202,628	\$	1,132,705	\$	4,903,902
<i>Collects and spends resources from the 3% hotel/motel tax.</i>								
Motor Fuel Tax Fund		\$ 342,459	\$	89,327	\$	253,132	\$	2,275,234
<i>Collects and spends resources from the State motor fuel tax.</i>								
Infrastructure Fund (Major Fund)		\$ 6,327,944	\$	1,475,246	\$	4,852,698	\$	19,277,205
<i>Accounts for construction and maintenance of roadways, drainage, and safety path systems.</i>								
<u>Enterprise Funds</u>								
Water Fund (Major Fund)		\$ 10,368,416	\$	9,145,958	\$	1,222,458	\$	23,141,101
<i>Collects user fees for the distribution of water and maintenance of infrastructure.</i>								
Sports Core Fund (Major Fund)		\$ 4,388,571	\$	4,026,885	\$	361,686	\$	3,265,574
<i>Accounts for revenues and expenses relating to administration, programs, food and beverage operations, and golf course.</i>								
<u>Internal Service Funds</u>								
Insurance Fund		\$ 2,177,445	\$	2,538,994	\$	(361,549)	\$	203,894
<i>Accounts for the Village's health insurance costs and the related contributions from the Village, employees, retirees, and other agencies.</i>								
Garage Fund		\$ 437,751	\$	584,575	\$	(146,824)	\$	199,651
<i>Accounts for the maintenance of the Village's vehicle fleet and the related departmental reimbursements.</i>								
Equipment Replacement Fund		\$ 830,095	\$	739,569	\$	90,525	\$	3,138,482
<i>Accounts for the replacement of the Village's vehicle fleet and the related departmental contributions.</i>								

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

Village of Oak Brook
General Fund Financial Update
For the Period Ending September 30, 2024

	9/30/23	9/30/24	9/30/24	9/30/24	2024	Difference
	YTD	YTD	YTD	% of YTD	2024	Difference
	Actual	Actual	Amended	Amended	Adopted	Prior
			Budget	Budget	Budget	Year
<u>OPERATING REVENUES</u>						
Sales Tax	\$ 13,185,513	13,141,681	\$ 12,372,453	106.2%	\$ 16,496,604	\$ (43,832)
State Income Tax	992,305	1,070,610	983,250	108.9%	1,311,000	78,305
Replacement Tax	714,974	420,168	563,261	74.6%	751,015	(294,806)
Road & Bridge Tax	27,804	21,914	26,250	83.5%	35,000	(5,890)
Local Use Tax	246,078	232,854	252,000	92.4%	336,000	(13,224)
Cannabis Use Tax	9,344	9,963	9,885	100.8%	13,180	618
Grants	592,648	168,440	124,247	135.6%	165,662	(424,208)
Utility/Telecom. Tax	3,774,769	2,341,224	3,450,000	67.9%	4,600,000	(1,433,545)
Licenses and Permits	3,458,226	1,738,499	1,685,858	103.1%	2,247,810	(1,719,727)
Charges for Services	2,763,961	3,270,290	1,630,988	200.5%	2,174,650	506,329
Investment Interest	816,270	1,327,395	337,500	393.3%	450,000	511,125
Miscellaneous Income	861,979	630,381	687,052	91.8%	916,070	(231,598)
Total Operating Revenues	\$ 27,443,870	\$ 24,373,418	\$ 22,122,744	110.2%	\$ 29,496,991	\$ (3,070,452)
<u>OPERATING EXPENDITURES</u>						
Personnel	\$ 15,014,983	\$ 15,737,023	\$ 16,923,910	93.0%	\$ 22,565,214	\$ 722,040
Materials and Supplies	423,328	423,096	496,196	85.3%	661,594	(232)
Operation and Contract	3,651,627	4,116,388	4,743,235	86.8%	6,324,313	\$ 464,761
Other Expenditures	6,394	6,356	7,425	85.6%	9,900	(38)
Capital Outlay	718,439	263,955	497,330	53.1%	663,107	\$ (454,484)
Total Operating Expenditures	\$ 19,814,771	\$ 20,546,819	\$ 22,668,096	90.6%	\$ 30,224,129	\$ 732,048
SURPLUS (DEFICIT) OF REVENUES OVER EXPENDITURES	\$ 7,629,099	\$ 3,826,599	\$ (545,353)	-701.7%	\$ (727,137)	\$ (3,802,500)
<u>INTERFUND TRANSACTIONS</u>						
Transfers In	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Transfers Out				N/A		-
Reimbursements From Other Funds	586,286	656,955	656,954	100.0%	875,938	70,669
Reimbursements To Other Funds	-	-	75,000	0.0%	100,000	-
Sports Core Loan				N/A	-	-
Total Interfund Transactions	\$ 586,286	\$ 656,955	\$ 731,954	89.8%	\$ 975,938	\$ 70,669
NET FUND INCREASE (DECREASE)	\$ 8,215,385	\$ 4,483,554	\$ 186,601		\$ 248,801	\$ (3,731,831)

Village of Oak Brook
Hotel Tax Fund Financial Update
For the Period Ending September 30, 2024

	9/30/23 YTD Actual	9/30/24 YTD Actual	9/30/24 YTD Amended Budget	9/30/24 % of YTD Amended Budget	2024 Adopted Budget	Difference Prior Year
<u>OPERATING REVENUES</u>						
Hotel Tax	\$ 1,120,924	\$ 1,197,355	\$ 1,087,500	110.1%	\$ 1,450,000	\$ 76,431
Investment Interest	63,717	136,979	18,750	730.6%	25,000	73,262
Loan Interest	2,000	1,000	1,500	66.7%	2,000	(1,000)
Miscellaneous		-	-		-	-
Total Operating Revenues	\$ 1,186,641	\$ 1,335,334	\$ 1,107,750	120.5%	\$ 1,477,000	\$ 148,693
<u>EXPENDITURES</u>						
Personnel	\$ -	\$ 30,125	\$ 14,928	201.8%	\$ -	\$ 30,125
Operation and Contract	205,995	(15,755)	528,784	-3.0%	705,045	(221,750)
Capital Outlay	-	5,324	206,250	2.6%	275,000	5,324
Total Expenditures	\$ 205,995	\$ 19,694	\$ 749,962	2.6%	\$ 980,045	\$ (186,301)
SURPLUS (DEFICIT) OF REVENUES OVER EXPENDITURES	\$ 980,645	\$ 1,315,639	\$ 372,716	353.0%	\$ 496,955	\$ 334,994
<u>INTERFUND TRANSACTIONS</u>						
Transfer Out	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Reimbursements to Other Funds	(262,115)	(182,934)	(182,936)	100.0%	(243,915)	79,181
Total Interfund Transactions	\$ (262,115)	\$ (182,934)	\$ (182,936)	100.0%	\$ (243,915)	\$ 79,181
NET FUND INCREASE (DECREASE)	\$ 718,530	\$ 1,132,705	\$ 189,780		\$ 253,040	\$ 414,175

Note - Expenditures are recorded in program 171.

**Village of Oak Brook
Infrastructure Fund Financial Update
For the Period Ending September 30, 2024**

	9/30/23 YTD Actual	9/30/24 YTD Actual	9/30/24 YTD Amended Budget	9/30/24 % of YTD Amended Budget	2024 Adopted Budget	Difference Prior Year
<u>OPERATING REVENUES</u>						
Non-Home Rule Sales Tax	\$ 5,596,918	\$ 5,714,383	\$ 5,027,250	113.7%	\$ 6,703,000	\$ 117,466
Charges for Services		-	-	N/A		\$ -
Investment Interest	207,909	611,165	93,750	651.9%	125,000	403,256
Grants	-	-	-	N/A	-	-
Miscellaneous	2,100	2,395	17,250	13.9%	23,000	295
Total Operating Revenues	\$ 5,806,927	\$ 6,327,944	\$ 5,138,250	123.2%	\$ 6,851,000	\$ 521,017
<u>OPERATING EXPENDITURES</u>						
Personnel	\$ 25,970	\$ 12,065	\$ -	N/A	\$ -	\$ (13,905)
Materials and Supplies	155,431	21,469	34,875	61.6%	46,500	(133,961)
Operation and Contract	652,162	955,969	1,307,226	73.1%	1,742,968	303,806
Other Expenditures	-	-	254,924	0.0%	339,899	-
Capital Outlay	1,528,001	461,740	2,537,831	18.2%	3,383,775	(1,066,261)
Total Operating Expenditures	\$ 2,361,564	\$ 1,451,243	\$ 4,134,857	35.1%	\$ 5,513,142	\$ (910,321)
<u>SURPLUS (DEFICIT) OF REVENUES OVER EXPENDITURES</u>						
	\$ 3,445,363	\$ 4,876,701	\$ 1,003,393	486.0%	\$ 1,337,858	\$ 1,431,338
<u>INTERFUND TRANSACTIONS</u>						
Transfers In	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Reimbursements From Other Funds	163,170	-	-	N/A	-	(163,170)
Reimbursements To Other Funds	(254,925)	(24,003)	-	N/A	-	230,922
Total Interfund Transactions	\$ (91,755)	\$ (24,003)	\$ -	N/A	\$ -	\$ 67,752
NET FUND INCREASE (DECREASE)	\$ 3,353,608	\$ 4,852,698	\$ 1,003,393		\$ 1,337,858	\$ 1,499,090

Village of Oak Brook
Water Fund Financial Update
For the Period Ending September 30, 2024

	9/30/23	9/30/24	9/30/24	9/30/24	2024	Difference
	YTD	YTD	YTD	% of YTD	2024	Difference
	Actual	Actual	Amended	Amended	Adopted	Prior
			Budget	Budget	Budget	Year
<u>OPERATING REVENUES</u>						
Plan Review Fees	\$ 1,575	\$ 1,352	\$ 394	343.3%	\$ 525	\$ (223)
Building/Inspection Fees	1,350	-	1,500	0.0%	2,000	(1,350)
Water Sales	7,641,146	8,046,073	8,040,000	100.1%	10,720,000	404,927
Unmetered Sales	39,136	51,832	48,750	106.3%	65,000	12,695
Water Connection Fees	138,920	65,090	105,000	62.0%	140,000	(73,830)
Fire Service Charge	-	-	-	N/A	-	-
Meter Charges	16,030	11,720	12,975	90.3%	17,300	(4,310)
Special Services	25,741	15,054	7,500	200.7%	10,000	(10,687)
Investment Interest	693,359	997,463	262,500	380.0%	350,000	304,104
Grants	-	1,090,855	-	N/A	-	1,090,855
Miscellaneous	87,170	88,978	862,298	10.3%	1,149,730	1,807
Total Operating Revenues	\$ 8,644,428	\$ 10,368,416	\$ 9,340,916	111.0%	\$ 12,454,555	\$ 1,723,988
<u>OPERATING EXPENDITURES</u>						
Personnel	\$ 504,937	\$ 447,267	\$ 589,810	75.8%	\$ 786,413	\$ (57,670)
Materials and Supplies	73,735	78,094	102,912	75.9%	137,216	4,359
Operation and Contract	4,020,163	5,087,271	5,326,027	95.5%	7,101,369	1,067,108
Capital Outlay	1,170,961	3,205,663	4,267,500	75.1%	5,690,000	2,034,702
Total Expenditures	\$ 5,769,796	\$ 8,818,295	\$ 10,286,249	85.7%	\$ 13,714,999	\$ 3,048,500
Surplus (Deficit) of Revenues Over Expenditures	\$ 2,874,633	\$ 1,550,121	\$ (945,333)	-164.0%	\$ (1,260,444)	\$ (1,324,512)
<u>INTERFUND TRANSACTIONS</u>						
Reimbursements To Other Funds	\$ (139,948)	\$ (327,663)	\$ (327,659)	100.0%	\$ (436,879)	\$ (187,715)
Total Interfund Transactions	\$ (139,948)	\$ (327,663)	\$ (327,659)	100.0%	\$ (436,879)	\$ (187,715)
Fund Increase/(Decrease) - Budgetary Basis	\$ 2,734,684	\$ 1,222,458	\$ (1,272,992)		\$ (1,697,323)	\$ (1,512,226)
<u>ADJUSTMENTS TO GAAP BASIS*</u>						
Remove Capital Outlay	\$ 1,170,961	\$ 3,205,663				
Depreciation Expense	(191,667)	(431,250)				
IMRF Pension Expense	(15,000)	(33,750)				
OPEB Expense	(10,000)	(22,500)				
Total GAAP Adjustments	\$ 954,294	\$ 2,718,163				
Fund Increase/(Decrease) - GAAP Basis	\$ 3,688,978	\$ 3,940,620				

*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 September 30, 2024

	B&T Recreation Operations	Field Operations	Clubhouse Operations	Golf Club	9/30/24 YTD Total	9/30/24 YTD Amended Budget	9/30/24 % of YTD Amended Budget	2024 Adopted Budget	9/30/23 YTD Total	Difference Prior Year
OPERATING REVENUES										
Memberships	\$ 431,243	\$ -	\$ -	\$ 393,375	\$ 824,618	\$ 713,044	115.6%	\$ 950,725	\$ 887,047	\$ (62,430)
Greens Fees	-	-	-	1,520,067	1,520,067	1,053,750	144.3%	1,405,000	1,294,628	225,439
Golf Surcharge	-	-	-	200,077	200,077	53,143	376.5%	53,143	94,127	105,950
Pro Shop Sales	-	-	-	141,009	141,009	163,500	86.2%	218,000	173,880	(32,871)
Golf Lessons	-	-	-	35,245	35,245	33,750	104.4%	45,000	24,872	10,373
Driving Range Fees	-	-	-	493,359	493,359	292,500	168.7%	390,000	388,753	104,606
Rentals	-	131,096	101,216	598,500	830,813	748,650	111.0%	998,200	758,674	72,139
Programs/User Fees	136,162	-	-	-	136,162	82,350	165.3%	109,800	102,959	33,203
Food Sales	8,587	-	-	65,111	73,697	35,925	205.1%	47,900	282,357	(208,660)
Beverage Sales	-	-	-	-	-	58,238	0.0%	77,650	453,376	(453,376)
Taste of Oak Brook	-	-	-	-	-	-	N/A	-	-	-
Grants	-	-	-	-	-	-	N/A	-	-	-
Other Revenue	97,087	-	-	6,432	103,519	74,370	139.2%	99,160	33,130	70,389
Total Operating Revenues	\$ 673,077	\$ 131,096	\$ 101,216	\$ 3,453,175	\$ 4,358,565	\$ 3,309,219	131.7%	\$ 4,394,578	\$ 4,493,803	\$ (135,238)
OPERATING EXPENDITURES										
Personnel	\$ 186,638	\$ -	\$ -	\$ 888,676	\$ 1,075,314	\$ 1,046,235	102.8%	\$ 1,671,380	\$ 1,147,539	\$ (72,225)
Materials & Supplies	36,508	-	7,354	289,435	333,298	324,940	102.6%	718,900	597,038	(263,740)
Operational & Contractual	538,377	30,876	38,434	315,033	922,720	813,182	113.5%	942,765	744,807	177,913
Other	-	-	-	-	-	-	N/A	-	-	-
Capital	720,250	-	-	822,943	1,543,193	807,191	191.2%	466,750	111,412	1,431,781
Total Operating Expenditures	\$ 1,481,772	\$ 30,876	\$ 45,788	\$ 2,316,088	\$ 3,874,524	\$ 2,991,548	129.5%	\$ 3,799,795	\$ 2,600,796	\$ 1,273,728
B&T Administration Overhead Allocation*	\$ 28,093	\$ -	\$ (9,375)	\$ (18,717)	\$ -	\$ (18,717)	N/A	(24,957)	\$ -	\$ (24,957)
Operating Revenues Over (Under) Expenditures	\$ (780,602)	\$ 100,220	\$ 46,053	\$ 1,118,370	\$ 484,041	\$ 298,954	161.9%	\$ 569,826	\$ 1,893,007	\$ (1,433,922)
INTERFUND TRANSACTIONS										
Interfund Loan**	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	\$ -	\$ -
Transfer From General Fund	-	-	-	-	-	-	N/A	-	-	-
Reimbursement From Infrastructure Fund	-	-	-	-	-	-	N/A	-	-	-
Reimbursement From Water Fund	30,006	-	-	-	30,006	30,000	100.0%	40,000	-	30,006
Reimbursement To General Fund	(38,088)	-	-	(114,273)	(152,361)	(129,450)	117.7%	(172,600)	(60,724)	(91,637)
Total Interfund Transactions	\$ (8,082)	\$ -	\$ -	\$ (114,273)	\$ (122,355)	\$ (99,450)	123.0%	\$ (132,600)	\$ (60,724)	\$ (61,631)
Total Revenues Over (Under) Expenditures - Budgetary Basis	\$ (788,684)	\$ 100,220	\$ 46,053	\$ 1,004,097	\$ 361,686	\$ 199,504		\$ 437,226	\$ 1,832,283	\$ (1,495,554)
ADJUSTMENTS TO GAAP BASIS**										
Remove Capital Outlay	\$ 720,250	\$ -	\$ -	\$ 822,943	\$ 1,543,193				\$ 111,412	
Depreciation Expense	(126,170)	(1,264)	(25,000)	(184,725)	(337,159)				(337,159)	
IMRF Pension Expense	(1,538)	-	(1,250)	(18,375)	(21,163)				(21,163)	
OPEB Expense	-	-	(1,250)	(21,000)	(22,250)				(22,250)	
Total GAAP Adjustments	\$ 592,542	\$ (1,264)	\$ (27,500)	\$ 598,843	\$ 1,162,622				\$ (269,160)	
Fund Increase/(Decrease) - GAAP Basis	\$ (196,142)	\$ 98,956	\$ 18,553	\$ 1,602,940	\$ 1,524,307				\$ 1,563,123	

*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 September 30, 2024

	811	812	813	822	9/30/24	9/30/24	9/30/24	2024	9/30/23	Difference
	B&T Admin	Swimming	Tennis	Poolside Café	YTD Total	YTD Adopted Budget	% of YTD Amended Budget	Adopted Budget	YTD Total	Prior Year
<u>OPERATING REVENUES</u>										
Memberships	\$ -	\$ 401,663	\$ 29,580	\$ -	\$ 431,243	\$ 332,081	129.9%	\$ 442,775	\$ 406,947	\$ 24,296
Programs/User Fees	-	79,942	56,220	-	136,162	82,350.00	165.3%	109,800	102,959	33,203
Food Sales	-	-	-	8,587	8,587	4,500.00	190.8%	6,000	53,070	-
Beverage Sales	-	-	-	-	-	1,800.00	0.0%	2,400	18,909	-
Grants	-	-	-	-	-	-	N/A	-	-	-
Other Revenue	88,237	-	2,350	6,500	97,087	67,620	143.6%	90,160	2,747	94,340
	297									
Total Operating Revenues	\$ 88,534	\$ 481,604	\$ 88,150	\$ 15,087	\$ 673,077	\$ 488,351	137.8%	\$ 651,135	\$ 584,632	\$ 151,838
<u>OPERATING EXPENDITURES</u>										
Personnel	\$ 137,449	\$ 49,188	\$ -	\$ -	\$ 186,638	\$ 188,916	98.8%	\$ 251,888	\$ 61,776	\$ 124,862
Materials & Supplies	21	21,478	13,344	1,665	36,508	34,035	107.3%	45,380	55,630	(19,122)
Operational & Contractual	167,802	282,594	87,218	763	538,377	429,775	125.3%	573,034	380,496	157,881
Other	-	-	-	-	-	-	N/A	-	-	-
Capital	635,293	84,957	-	-	720,250	655,875	109.8%	874,500	-	720,250
Total Operating Expenditures	\$ 940,565	\$ 438,217	\$ 100,562	\$ 2,428	\$ 1,481,772	\$ 1,308,601	113.2%	\$ 1,744,801	\$ 497,902	\$ 983,870
B&T Administration Overhead Allocation*	\$ 78,375	\$ (30,839)	\$ (8,569)	\$ (10,875)	\$ 28,093	\$ -	N/A	\$ 37,457	\$ -	\$ 28,093
Operating Revenues Over (Under) Expenditures	\$ (773,656)	\$ 12,548	\$ (20,981)	\$ 1,784	\$ (780,602)	\$ (820,250)	95.2%	\$ (1,056,210)	\$ 86,730	\$ (803,940)
Transfer From General Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A	-	-	-
Reimbursement From Infrastructure Fund	-	-	-	-	-	-	N/A	-	-	-
Reimbursement From Water Fund	30,006	-	-	-	30,006	30,000	100.0%	40,000	-	30,006
Reimbursement To General Fund	(38,088)	-	-	-	(38,088)	(15,182)	250.9%	(20,242)	(40,482)	2,394
Total Interfund Transactions	\$ (8,082)	\$ -	\$ -	\$ -	\$ (8,082)	\$ 14,819	-54.5%	\$ 19,758	\$ (40,482)	\$ 32,400
Total Revenues Over (Under) Expenditures - Budgetary Basis	\$ (781,738)	\$ 12,548	\$ (20,981)	\$ 1,784	\$ (788,684)	\$ (805,432)		\$ (1,036,452)	\$ 46,248	\$ (771,540)
<u>ADJUSTMENTS TO GAAP BASIS**</u>										
Remove Capital Outlay	\$ 635,293	\$ 84,957	\$ -	\$ -	\$ 720,250				\$ -	
Depreciation Expense	(48,269)	(75,000)	(2,025)	(876)	(126,170)				(126,170)	
IMRF Pension Expense	(1,500)	-	-	(38)	(1,538)				(1,538)	
Total GAAP Adjustments	\$ 585,524	\$ 9,957	\$ (2,025)	\$ (914)	\$ 592,542				\$ (127,708)	
Fund Increase/(Decrease) - GAAP Basis	\$ (196,214)	\$ 22,505	\$ (23,006)	\$ 871	\$ (196,142)				\$ (81,460)	

*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 September 30, 2024

	815 Polo	816 Open Fields	9/30/24 YTD Total	9/30/24 YTD Amended Budget	9/30/24 % of YTD Amended Budget	2024 Adopted Budget	9/30/23 YTD Total	Difference Prior Year
<u>OPERATING REVENUES</u>								
Field Rentals	\$ -	\$ 131,096	131,096	\$ 144,750	90.6%	\$ 193,000	\$ 127,500	\$ 3,596
Range Rentals	-	-	-	-	N/A	-	86,080	(86,080)
Taste of Oak Brook	-	-	-	-	N/A	-	-	-
Other Revenue	-	-	-	-	N/A	-	-	-
Total Operating Revenues	\$ -	\$ 131,096	\$ 131,096	\$ 144,750	90.6%	\$ 193,000	\$ 213,580	\$ (82,484)
<u>OPERATING EXPENDITURES</u>								
Personnel	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	\$ -	\$ -
Materials & Supplies	-	-	-	7,118	0.0%	\$ 9,490	1,064	(1,064)
Operational & Contractual	-	30,876	30,876	57,038	54.1%	76,050	30,876	0
Other	-	-	-	-	N/A	-	-	-
Capital	-	-	-	34,500	0.0%	46,000	-	-
Total Operating Expenditures	\$ -	\$ 30,876	\$ 30,876	\$ 98,655	31.3%	\$ 131,540	\$ 31,940	\$ (1,064)
Operating Revenues Over (Under) Expenditures	\$ -	\$ 100,220	\$ 100,220	\$ 46,095	217.4%	\$ 61,460	\$ 181,640	\$ (81,420)
<u>INTERFUND TRANSACTIONS</u>								
Transfer From Hotel Tax Fund	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	\$ -	\$ -
Total Interfund Transactions	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	\$ -	\$ -
Total Revenues Over (Under) Expenditures - Budgetary Basis	\$ -	\$ 100,220	\$ 100,220	\$ 46,095		\$ 61,460	\$ 181,640	\$ (81,420)
<u>ADJUSTMENTS TO GAAP BASIS**</u>								
Remove Capital Outlay	\$ -	\$ -	\$ -				\$ -	
Depreciation Expense	-	(1,264)	(1,264)				(1,264)	
Total GAAP Adjustments	\$ -	\$ (1,264)	\$ (1,264)				\$ (1,264)	
Fund Increase/(Decrease) - GAAP Basis	\$ -	\$ 98,956	\$ 98,956				\$ 180,376	

*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 September 30, 2024

	821 B&T Clubhouse	9/30/24 YTD Amended Budget	9/30/24 % of YTD Amended Budget	2024 Adopted Budget	9/30/23 YTD Total	Difference Prior Year
<u>OPERATING REVENUES</u>						
Rentals	\$ 101,216	\$ 174,750	57.9%	\$ 233,000	\$ 116,344	\$ (15,128)
Other Revenue	-	-	0.0%	-	-	-
Total Operating Revenues	\$ 101,216	\$ 174,750	57.9%	\$ 233,000	\$ 116,344	\$ (15,128)
<u>OPERATING EXPENDITURES</u>						
Personnel	\$ -	\$ -	N/A	\$ -	\$ 8,130	\$ (8,130)
Materials & Supplies	7,354	10,313	71.3%	13,750	7,162	192
Operational & Contractual	38,434	39,734	96.7%	52,978	53,444	(15,011)
Capital	-	-	N/A	-	-	-
Total Operating Expenditures	\$ 45,788	\$ 50,046	91.5%	\$ 66,728	\$ 68,736	\$ (22,948)
B&T Administration Overhead Allocation *	\$ (9,375)	\$ -	N/A	\$ (12,500)	\$ -	\$ (9,375)
Operating Revenues Over (Under) Expenditures	\$ 46,053	\$ 124,704	36.9%	\$ 153,772	\$ 47,608	\$ (1,555)
<u>INTERFUND TRANSACTIONS</u>						
Transfer From General Fund	\$ -	\$ -	0.0%	\$ -	\$ -	\$ -
Total Interfund Transactions	\$ -	\$ -	0.0%	\$ -	\$ -	\$ -
Total Revenues Over (Under) Expenditures - Budgetary Basis	\$ 46,053	\$ 124,704		\$ 153,772	\$ 47,608	\$ (1,555)
<u>ADJUSTMENTS TO GAAP BASIS**</u>						
Remove Capital Outlay	\$ -				\$ -	
Depreciation Expense	(25,000)				(25,000)	
IMRF Pension Expense	(1,250)				(1,250)	
OPEB Expense	(1,250)				(1,250)	
Total GAAP Adjustments	\$ (27,500)				\$ (27,500)	
Fund Increase/(Decrease) - GAAP Basis	\$ 18,553				\$ 20,108	

*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 September 30, 2024

	823 Golf Café	831 Golf General Operation	832 Golf Learning & Practice	833 Golf Cart Operations	834 Golf Course Maintenance	9/30/24 YTD Total	9/30/24 YTD Amended Budget	9/30/24 % of YTD Amended Budget	2024 Adopted Budget	9/30/23 YTD Total	Difference Prior Year
OPERATING REVENUES											
Memberships	\$ -	\$ 393,375	\$ -	\$ -	\$ -	\$ 393,375	\$ 380,963	103.3%	\$ 507,950	\$ 480,100	\$ (86,725)
Greens Fees	-	1,520,067	-	-	-	1,520,067	1,053,750	144.3%	1,405,000	1,294,628	225,439
Surcharge	-	200,077	-	-	-	200,077	53,143	376.5%	53,143	94,127	105,950
Pro Shop Sales	-	141,009	-	-	-	141,009	163,500	86.2%	218,000	173,880	(32,871)
Golf Lessons	-	-	35,245	-	-	35,245	33,750	104.4%	45,000	24,872	10,373
Driving Range Fees	-	-	493,359	-	-	493,359	292,500	168.7%	390,000	388,753	104,606
Rentals	21,000	2,495	60,912	514,093	-	598,500	429,150	139.5%	572,200	428,750	169,750
Food Sales	65,111	-	-	-	-	65,111	31,425	207.2%	41,900	229,287	(164,176)
Beverage Sales	-	-	-	-	-	-	56,438	0.0%	75,250	434,467	(434,467)
Other Revenue	-	6,432	-	-	-	6,432	6,750	95.3%	9,000	30,383	(23,951)
Total Operating Revenues	\$ 86,111	\$ 2,263,455	\$ 589,516	\$ 514,093	\$ -	\$ 3,453,175	\$ 2,501,368	138.1%	\$ 3,317,443	\$ 3,579,247	\$ (126,072)
OPERATING EXPENDITURES											
Personnel	\$ 5,184	\$ 251,757	\$ 58,097	\$ 64,562	\$ 509,077	\$ 888,676	\$ 857,319	103.7%	\$ 1,143,092	\$ 1,077,633	\$ (188,957)
Materials & Supplies	(15)	134,637	19,446	979	134,389	289,435	273,475	105.8%	364,633	533,182	(243,747)
Operational & Contractual	4,051	192,716	41,941	32,799	43,526	315,033	286,636	109.9%	382,181	279,991	35,042
Other	-	-	-	-	-	-	-	N/A	-	-	-
Capital	-	19,955	-	671,600	131,389	822,943	116,816	704.5%	155,755	111,412	711,531
Total Operating Expenditures	\$ 9,220	\$ 599,064	\$ 119,484	\$ 769,940	\$ 818,381	\$ 2,316,088	\$ 1,534,246	151.0%	\$ 2,045,661	\$ 2,002,218	\$ 313,870
Operating Revenues Over (Under) Expenditures	\$ 76,890	\$ 1,664,391	\$ 470,033	\$ (255,847)	\$ (818,381)	\$ 1,137,087	\$ 967,122	117.6%	\$ 1,271,782	\$ 1,577,029	\$ (439,941)
INTERFUND TRANSACTIONS											
Overhead Charge	\$ -	\$ (18,717)	\$ -	\$ -	\$ -	\$ (18,717)	\$ (18,717)	100.0%	\$ (24,957)	\$ -	\$ (18,717)
Transfers from Other Fund	-	-	-	-	-	-	-	0.0%	150,000	-	-
Reimbursement to General Fund	-	(114,273)	-	-	-	(114,273)	(114,269)	100.0%	(152,358)	(20,242)	(94,031)
Total Interfund Transactions	\$ -	\$ (132,990)	\$ -	\$ -	\$ -	\$ (132,990)	\$ (132,986)	100.0%	\$ (27,315)	\$ (20,242)	\$ (112,749)
Total Revenues Over (Under) Expenditures - Budgetary Basis	\$ 76,890	\$ 1,531,401	\$ 470,033	\$ (255,847)	\$ (818,381)	\$ 1,004,097	\$ 834,136		\$ 1,244,467	\$ 1,556,787	\$ (552,690)
ADJUSTMENTS TO GAAP BASIS*											
Remove Capital Outlay	\$ -	\$ 19,955	\$ -	\$ 671,600	\$ 131,389	\$ 822,943				\$ 111,412	
Depreciation Expense	(750)	(78,750)	(1,725)	(9,750)	(93,750)	(184,725)				(184,725)	
IMRF Pension Expense	(1,875)	(7,500)	(750)	-	(8,250)	(18,375)				(18,375)	
OPEB Expense	(2,250)	(11,250)	-	-	(7,500)	(21,000)				(21,000)	
Total GAAP Adjustments	\$ (4,875)	\$ (77,546)	\$ (2,475)	\$ 661,850	\$ 21,889	\$ 598,843				\$ (112,688)	
Fund Increase/(Decrease) - GAAP Basis	\$ 72,015	\$ 1,453,855	\$ 467,558	\$ 406,003	\$ (796,492)	\$ 1,602,940				\$ 1,444,099	

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



VILLAGE OF OAK BROOK

MONTHLY FINANCIAL REPORTS

OCTOBER 2024



Executive Summary on Village Funds

Through October 31, 2024

	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>	\$	27,414,867	\$	23,366,163	\$ 4,048,704	\$ 46,674,093
Hotel Fund (Major Fund) <i>Collects and spends resources from the 3% hotel/motel tax.</i>	\$	1,539,693	\$	246,388	\$ 1,293,305	\$ 5,064,502
Motor Fuel Tax Fund <i>Collects and spends resources from the State motor fuel tax.</i>	\$	348,575	\$	89,327	\$ 259,248	\$ 2,281,350
Infrastructure Fund (Major Fund) <i>Accounts for construction and maintenance of roadways, drainage, and safety path systems.</i>	\$	7,027,264	\$	1,507,480	\$ 5,519,784	\$ 19,944,291
<u>Enterprise Funds</u>						
Water Fund (Major Fund) <i>Collects user fees for the distribution of water and maintenance of infrastructure.</i>	\$	11,121,535	\$	9,241,181	\$ 1,880,355	\$ 23,798,997
Sports Core Fund (Major Fund) <i>Accounts for revenues and expenses relating to administration, programs, food and beverage operations, and golf course.</i>	\$	4,786,480	\$	4,248,091	\$ 538,389	\$ 3,442,277
<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>	\$	2,418,745	\$	2,541,936	\$ (123,191)	\$ 442,252
Garage Fund <i>Accounts for the maintenance of the Village's vehicle fleet and the related departmental reimbursements.</i>	\$	438,517	\$	475,556	\$ (37,038)	\$ 309,436
Equipment Replacement Fund <i>Accounts for the replacement of the Village's vehicle fleet and the related departmental contributions.</i>	\$	832,750	\$	739,569	\$ 93,181	\$ 3,141,138

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 October 31, 2024

	10/31/23	10/31/24	10/31/24	10/31/24	2024	Difference
	YTD	YTD	YTD	% of YTD	2024	Difference
	Actual	Actual	Amended	Amended	Adopted	Prior
			Budget	Budget	Budget	Year
<u>OPERATING REVENUES</u>						
Sales Tax	\$ 14,657,709	14,732,334	\$ 13,747,170	107.2%	\$ 16,496,604	\$ 74,624
State Income Tax	1,133,763	1,223,171	1,092,500	112.0%	1,311,000	89,408
Replacement Tax	833,637	420,168	625,846	67.1%	751,015	(413,470)
Road & Bridge Tax	28,005	21,914	29,167	75.1%	35,000	(6,090)
Local Use Tax	272,210	256,389	280,000	91.6%	336,000	(15,820)
Cannabis Use Tax	10,345	11,005	10,983	100.2%	13,180	660
Grants	596,068	168,440	138,052	122.0%	165,662	(427,628)
Utility/Telecom. Tax	4,130,308	2,637,210	3,833,333	68.8%	4,600,000	(1,493,098)
Licenses and Permits	3,620,581	1,833,940	1,873,175	97.9%	2,247,810	(1,786,641)
Charges for Services	3,086,751	3,180,948	1,812,208	175.5%	2,174,650	94,197
Investment Interest	944,252	1,428,222	375,000	380.9%	450,000	483,970
Miscellaneous Income	889,362	771,177	763,392	101.0%	916,070	(118,185)
Total Operating Revenues	\$ 30,202,989	\$ 26,684,917	\$ 24,580,826	108.6%	\$ 29,496,991	\$ (3,518,072)
<u>OPERATING EXPENDITURES</u>						
Personnel	\$ 16,640,852	\$ 18,187,407	\$ 18,804,345	96.7%	\$ 22,565,214	\$ 1,546,555
Materials and Supplies	471,991	452,286	551,329	82.0%	661,594	\$ (19,705)
Operation and Contract	4,094,299	4,447,248	5,270,261	84.4%	6,324,313	\$ 352,950
Other Expenditures	8,517	8,473	8,250	102.7%	9,900	\$ (45)
Capital Outlay	769,501	270,749	552,589	49.0%	663,107	\$ (498,752)
Total Operating Expenditures	\$ 21,985,160	\$ 23,366,163	\$ 25,186,774	92.8%	\$ 30,224,129	\$ 1,381,004
<u>SURPLUS (DEFICIT) OF REVENUES OVER EXPENDITURES</u>						
	\$ 8,217,830	\$ 3,318,754	\$ (605,948)	-547.7%	\$ (727,137)	\$ (4,899,076)
<u>INTERFUND TRANSACTIONS</u>						
Transfers In	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Transfers Out	1,500,000			N/A		(1,500,000)
Reimbursements From Other Funds	651,429	729,950	729,948	100.0%	875,938	78,521
Reimbursements To Other Funds	-	-	83,333	0.0%	100,000	-
Sports Core Loan				N/A	-	-
Total Interfund Transactions	\$ 2,151,429	\$ 729,950	\$ 813,282	89.8%	\$ 975,938	\$ (1,421,479)
NET FUND INCREASE (DECREASE)	\$ 10,369,259	\$ 4,048,704	\$ 207,334		\$ 248,801	\$ (6,320,555)

**Village of Oak Brook
Hotel Tax Fund Financial Update
For the Period Ending October 31, 2024**

	10/31/23 YTD Actual	10/31/24 YTD Actual	10/31/24 YTD Amended Budget	10/31/24 % of YTD Amended Budget	2024 Adopted Budget	Difference Prior Year
<u>OPERATING REVENUES</u>						
Hotel Tax	\$ 1,348,981	\$ 1,389,705	\$ 1,208,333	115.0%	\$ 1,450,000	\$ 40,724
Investment Interest	74,043	148,988	20,833	715.1%	25,000	74,946
Loan Interest	2,000	1,000	1,667	60.0%	2,000	(1,000)
Miscellaneous		-	-		-	-
Total Operating Revenues	\$ 1,425,024	\$ 1,539,693	\$ 1,230,833	125.1%	\$ 1,477,000	\$ 114,669
<u>EXPENDITURES</u>						
Personnel	\$ -	\$ 44,967	\$ 14,928	301.2%	\$ -	\$ 44,967
Operation and Contract	303,304	(7,163)	587,538	-1.2%	705,045	(310,467)
Capital Outlay	-	5,324	229,167	2.3%	275,000	5,324
Total Expenditures	\$ 303,304	\$ 43,128	\$ 831,632	5.2%	\$ 980,045	\$ (260,176)
<u>SURPLUS (DEFICIT) OF REVENUES OVER EXPENDITURES</u>						
	\$ 1,121,720	\$ 1,496,565	\$ 414,129	361.4%	\$ 496,955	\$ 374,845
<u>INTERFUND TRANSACTIONS</u>						
Transfer Out	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Reimbursements to Other Funds	(291,239)	(203,260)	(203,263)	100.0%	(243,915)	87,979
Total Interfund Transactions	\$ (291,239)	\$ (203,260)	\$ (203,263)	100.0%	\$ (243,915)	\$ 87,979
NET FUND INCREASE (DECREASE)	\$ 830,481	\$ 1,293,305	\$ 210,867		\$ 253,040	\$ 462,824

Note - Expenditures are recorded in program 171.

**Village of Oak Brook
Infrastructure Fund Financial Update
For the Period Ending October 31, 2024**

	10/31/23 YTD Actual	10/31/24 YTD Actual	10/31/24 YTD Amended Budget	10/31/24 % of YTD Amended Budget	2024 Adopted Budget	Difference Prior Year
<u>OPERATING REVENUES</u>						
Non-Home Rule Sales Tax	\$ 6,246,560	\$ 6,362,440	\$ 5,585,833	113.9%	\$ 6,703,000	\$ 115,880
Charges for Services	-	-	-	N/A	-	\$ -
Investment Interest	246,644	660,853	104,167	634.4%	125,000	414,210
Grants	-	-	-	N/A	-	-
Miscellaneous	2,100	3,970	19,167	20.7%	23,000	1,870
Total Operating Revenues	\$ 6,495,304	\$ 7,027,264	\$ 5,709,167	123.1%	\$ 6,851,000	\$ 531,960
<u>OPERATING EXPENDITURES</u>						
Personnel	\$ 35,358	\$ 17,817	\$ -	N/A	\$ -	\$ (17,540)
Materials and Supplies	159,091	18,433	38,750	47.6%	46,500	(140,658)
Operation and Contract	727,916	957,706	1,452,473	65.9%	1,742,968	229,790
Other Expenditures	-	-	283,249	0.0%	339,899	-
Capital Outlay	1,572,259	486,853	2,819,813	17.3%	3,383,775	(1,085,406)
Total Operating Expenditures	\$ 2,494,624	\$ 1,480,810	\$ 4,594,285	32.2%	\$ 5,513,142	\$ (1,013,814)
<u>SURPLUS (DEFICIT) OF REVENUES OVER EXPENDITURES</u>						
	\$ 4,000,680	\$ 5,546,454	\$ 1,114,882	497.5%	\$ 1,337,858	\$ 1,545,774
<u>INTERFUND TRANSACTIONS</u>						
Transfers In	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Reimbursements From Other Funds	163,170	-	-	N/A	-	(163,170)
Reimbursements To Other Funds	(283,250)	(26,670)	-	N/A	-	256,580
Total Interfund Transactions	\$ (120,080)	\$ (26,670)	\$ -	N/A	\$ -	\$ 93,410
NET FUND INCREASE (DECREASE)	\$ 3,880,601	\$ 5,519,784	\$ 1,114,882		\$ 1,337,858	\$ 1,639,183

**Village of Oak Brook
Water Fund Financial Update
For the Period Ending October 31, 2024**

	10/31/23	10/31/24	10/31/24	10/31/24	2024	Difference
	YTD	YTD	YTD	% of YTD	Adopted	Prior
	Actual	Actual	Amended	Amended	Budget	Year
			Budget	Budget		
<u>OPERATING REVENUES</u>						
Plan Review Fees	\$ 1,650	\$ 1,352	\$ 438	309.0%	\$ 525	\$ (298)
Building/Inspection Fees	1,350	-	1,667	0.0%	2,000	(1,350)
Water Sales	8,198,599	8,705,658	8,933,333	97.5%	10,720,000	507,059
Unmetered Sales	39,136	57,105	54,167	105.4%	65,000	17,969
Water Connection Fees	140,530	65,090	116,667	55.8%	140,000	(75,440)
Fire Service Charge	-	-	-	N/A	-	-
Meter Charges	16,449	11,720	14,417	81.3%	17,300	(4,729)
Special Services	25,741	15,054	8,333	180.6%	10,000	(10,687)
Investment Interest	794,135	1,063,735	291,667	364.7%	350,000	269,600
Grants	-	1,090,855	-	N/A	-	1,090,855
Miscellaneous	99,939	110,967	958,108	11.6%	1,149,730	11,029
Total Operating Revenues	\$ 9,317,529	\$ 11,121,535	\$ 10,378,796	107.2%	\$ 12,454,555	\$ 1,804,007
<u>OPERATING EXPENDITURES</u>						
Personnel	\$ 559,198	\$ 505,496	\$ 655,344	77.1%	\$ 786,413	\$ (53,702)
Materials and Supplies	92,899	78,385	114,347	68.6%	137,216	(14,514)
Operation and Contract	4,604,170	5,087,567	5,917,808	86.0%	7,101,369	483,397
Capital Outlay	1,170,961	3,205,663	4,741,667	67.6%	5,690,000	2,034,702
Total Expenditures	\$ 6,427,228	\$ 8,877,111	\$ 11,429,166	77.7%	\$ 13,714,999	\$ 2,449,883
Surplus (Deficit) of Revenues Over Expenditures	\$ 2,890,301	\$ 2,244,425	\$ (1,050,370)	-213.7%	\$ (1,260,444)	\$ (645,877)
<u>INTERFUND TRANSACTIONS</u>						
Reimbursements To Other Funds	\$ (155,498)	\$ (364,070)	\$ (364,066)	100.0%	\$ (436,879)	\$ (208,572)
Total Interfund Transactions	\$ (155,498)	\$ (364,070)	\$ (364,066)	100.0%	\$ (436,879)	\$ (208,572)
Fund Increase/(Decrease) - Budgetary Basis	\$ 2,734,803	\$ 1,880,355	\$ (1,414,436)		\$ (1,697,323)	\$ (854,448)
<u>ADJUSTMENTS TO GAAP BASIS*</u>						
Remove Capital Outlay	\$ 1,170,961	\$ 3,205,663				
Depreciation Expense	(191,667)	(479,167)				
IMRF Pension Expense	(15,000)	(37,500)				
OPEB Expense	(10,000)	(25,000)				
Total GAAP Adjustments	\$ 954,294	\$ 2,663,996				
Fund Increase/(Decrease) - GAAP Basis	\$ 3,689,097	\$ 4,544,350				

*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 October 31, 2024

	B&T Recreation Operations	Field Operations	Clubhouse Operations	Golf Club	10/31/24 YTD Total	10/31/24 YTD Amended Budget	10/31/24 % of YTD Amended Budget	2024 Adopted Budget	10/31/23 YTD Total	Difference Prior Year
OPERATING REVENUES										
Memberships	\$ 431,243	\$ -	\$ -	\$ 393,375	\$ 824,618	\$ 792,271	104.1%	\$ 950,725	\$ 887,047	\$ (62,430)
Greens Fees	-	-	-	1,699,612	1,699,612	1,170,833	145.2%	1,405,000	1,414,566	285,046
Golf Surcharge	-	-	-	226,150	226,150	53,143	425.6%	53,143	94,127	132,024
Pro Shop Sales	-	-	-	161,373	161,373	181,667	88.8%	218,000	182,923	(21,550)
Golf Lessons	-	-	-	35,035	35,035	37,500	93.4%	45,000	24,872	10,163
Driving Range Fees	-	-	-	533,369	533,369	325,000	164.1%	390,000	401,496	131,873
Rentals	-	151,958	114,410	675,666	942,034	831,833	113.2%	998,200	817,354	124,680
Programs/User Fees	137,727	-	-	-	137,727	91,500	150.5%	109,800	104,649	33,078
Food Sales	8,587	-	-	65,111	73,697	39,917	184.6%	47,900	295,275	(221,578)
Beverage Sales	-	-	-	13,039	13,039	64,708	20.2%	77,650	486,163	(473,124)
Taste of Oak Brook	-	-	-	-	-	-	N/A	-	-	-
Grants	-	-	-	-	-	-	N/A	-	-	-
Other Revenue	98,552	-	-	7,934	106,486	82,633	128.9%	99,160	37,221	69,265
Total Operating Revenues	\$ 676,108	\$ 151,958	\$ 114,410	\$ 3,810,665	\$ 4,753,140	\$ 3,671,005	129.5%	\$ 4,394,578	\$ 4,745,693	\$ 7,447
OPERATING EXPENDITURES										
Personnel	\$ 207,544	\$ -	\$ -	\$ 1,046,032	\$ 1,253,576	\$ 1,162,483	107.8%	\$ 1,671,380	\$ 1,266,780	\$ (13,204)
Materials & Supplies	36,508	-	7,354	290,117	333,980	361,044	92.5%	718,900	646,600	(312,620)
Operational & Contractual	546,986	30,986	41,163	328,622	947,756	903,536	104.9%	942,765	916,681	31,075
Other	-	-	-	-	-	-	N/A	-	-	-
Capital	720,250	-	-	823,239	1,543,489	896,879	172.1%	466,750	182,198	1,361,291
Total Operating Expenditures	\$ 1,511,287	\$ 30,986	\$ 48,517	\$ 2,488,011	\$ 4,078,801	\$ 3,323,942	122.7%	\$ 3,799,795	\$ 3,012,259	\$ 1,066,542
B&T Administration Overhead Allocation*	\$ 31,214	\$ -	\$ (10,417)	\$ (20,797)	\$ -	\$ (20,797)	N/A	(24,957)	\$ -	\$ (24,957)
Operating Revenues Over (Under) Expenditures	\$ (803,965)	\$ 120,972	\$ 55,476	\$ 1,301,857	\$ 674,339	\$ 326,266	206.7%	\$ 569,826	\$ 1,733,434	\$ (1,084,051)
INTERFUND TRANSACTIONS										
Interfund Loan**	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	\$ -	\$ -
Transfer From General Fund	-	-	-	-	-	-	N/A	-	-	-
Reimbursement From Infrastructure Fund	-	-	-	-	-	-	N/A	-	-	-
Reimbursement From Water Fund	33,340	-	-	-	33,340	33,333	100.0%	40,000	-	33,340
Reimbursement To General Fund	(42,320)	-	-	(126,970)	(169,290)	(166,323)	101.8%	(199,587)	(67,471)	(101,819)
Total Interfund Transactions	\$ (8,980)	\$ -	\$ -	\$ (126,970)	\$ (135,950)	\$ (132,989)	102.2%	\$ (159,587)	\$ (67,471)	\$ (68,479)
Total Revenues Over (Under) Expenditures - Budgetary Basis	\$ (812,945)	\$ 120,972	\$ 55,476	\$ 1,174,887	\$ 538,389	\$ 193,277		\$ 410,239	\$ 1,665,963	\$ (1,152,531)
ADJUSTMENTS TO GAAP BASIS**										
Remove Capital Outlay	\$ 720,250	\$ -	\$ -	\$ 823,239	\$ 1,543,489				\$ 182,198	
Depreciation Expense	(140,189)	(1,404)	(25,000)	(205,250)	(371,843)				(371,843)	
IMRF Pension Expense	(1,708)	-	(1,250)	(20,417)	(23,375)				(23,375)	
OPEB Expense	-	-	(1,250)	(23,333)	(24,583)				(24,583)	
Total GAAP Adjustments	\$ 578,352	\$ (1,404)	\$ (27,500)	\$ 574,239	\$ 1,123,687				\$ (237,604)	
Fund Increase/(Decrease) - GAAP Basis	\$ (234,593)	\$ 119,567	\$ 27,976	\$ 1,749,126	\$ 1,662,076				\$ 1,428,359	

*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 October 31, 2024

	811 B&T Admin	812 Swimming	813 Tennis	822 Poolside Café	10/31/24 YTD Total	10/31/24 YTD Adopted Budget	10/31/24 % of YTD Amended Budget	2024 Adopted Budget	10/31/23 YTD Total	Difference Prior Year
<u>OPERATING REVENUES</u>										
Memberships	\$ -	\$ 401,663	\$ 29,580	\$ -	\$ 431,243	\$ 368,979	116.9%	\$ 442,775	\$ 406,947	\$ 24,296
Programs/User Fees	-	79,942	57,785	-	137,727	91,500.00	150.5%	109,800	104,649	33,078
Food Sales	-	-	-	8,587	8,587	5,000.00	171.7%	6,000	53,070	-
Beverage Sales	-	-	-	-	-	2,000.00	0.0%	2,400	18,909	-
Grants	-	-	-	-	-	-	N/A	-	-	-
Other Revenue	89,202	-	2,350	7,000	98,552	75,133	131.2%	90,160	3,175	95,377
Total Operating Revenues	\$ 89,202	\$ 481,604	\$ 89,715	\$ 15,587	\$ 676,108	\$ 542,612	124.6%	\$ 651,135	\$ 586,750	\$ 152,750
<u>OPERATING EXPENDITURES</u>										
Personnel	\$ 157,774	\$ 49,769	\$ -	\$ -	\$ 207,544	\$ 209,906	98.9%	\$ 251,888	\$ 62,893	\$ 144,651
Materials & Supplies	21	21,478	13,344	1,665	36,508	37,817	96.5%	45,380	55,694	(19,186)
Operational & Contractual	167,802	287,517	90,905	763	546,986	477,528	114.5%	573,034	469,400	77,586
Other	-	-	-	-	-	-	N/A	-	-	-
Capital	635,293	84,957	-	-	720,250	728,750	98.8%	874,500	1,405	718,845
Total Operating Expenditures	\$ 960,890	\$ 443,721	\$ 104,249	\$ 2,428	\$ 1,511,287	\$ 1,454,001	103.9%	\$ 1,744,801	\$ 589,392	\$ 921,895
B&T Administration Overhead Allocation*	\$ 87,083	\$ (34,265)	\$ (9,521)	\$ (12,083)	\$ 31,214	\$ -	N/A	\$ 37,457	\$ 36,486	\$ (5,272)
Operating Revenues Over (Under) Expenditures	\$ (784,604)	\$ 3,618	\$ (24,055)	\$ 1,076	\$ (803,965)	\$ (911,389)	88.2%	\$ (1,056,210)	\$ 33,844	\$ (774,417)
Transfer From General Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A	-	-	-
Reimbursement From Infrastructure Fund	-	-	-	-	-	-	N/A	-	-	-
Reimbursement From Water Fund	33,340	-	-	-	33,340	33,333	100.0%	40,000	-	33,340
Reimbursement To General Fund	(42,320)	-	-	-	(42,320)	(39,358)	107.5%	(47,229)	(47,229)	4,909
Total Interfund Transactions	\$ (8,980)	\$ -	\$ -	\$ -	\$ (8,980)	\$ (6,024)	149.1%	\$ (7,229)	\$ (47,229)	\$ 38,249
Total Revenues Over (Under) Expenditures - Budgetary Basis	\$ (793,584)	\$ 3,618	\$ (24,055)	\$ 1,076	\$ (812,945)	\$ (917,413)		\$ (1,063,439)	\$ (13,385)	\$ (736,168)
<u>ADJUSTMENTS TO GAAP BASIS**</u>										
Remove Capital Outlay	\$ 635,293	\$ 84,957	\$ -	\$ -	\$ 720,250				\$ 1,405	
Depreciation Expense	(53,633)	(83,333)	(2,250)	(973)	(140,189)				(140,189)	
IMRF Pension Expense	(1,667)	-	-	(42)	(1,708)				(1,708)	
Total GAAP Adjustments	\$ 579,994	\$ 1,623	\$ (2,250)	\$ (1,015)	\$ 578,352				\$ (140,493)	
Fund Increase/(Decrease) - GAAP Basis	\$ (213,590)	\$ 5,241	\$ (26,305)	\$ 61	\$ (234,593)				\$ (153,878)	

*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 October 31, 2024

	815 Polo	816 Open Fields	10/31/24 YTD Total	10/31/24 YTD Amended Budget	10/31/24 % of YTD Amended Budget	2024 Adopted Budget	10/31/23 YTD Total	Difference Prior Year
<u>OPERATING REVENUES</u>								
Field Rentals	\$ -	\$ 151,958	151,958	\$ 160,833	94.5%	\$ 193,000	\$ 127,500	\$ 24,458
Range Rentals	-	-	-	-	N/A	-	86,080	(86,080)
Taste of Oak Brook	-	-	-	-	N/A	-	-	-
Other Revenue	-	-	-	-	N/A	-	-	-
Total Operating Revenues	\$ -	\$ 151,958	\$ 151,958	\$ 160,833	94.5%	\$ 193,000	\$ 213,580	\$ (61,622)
<u>OPERATING EXPENDITURES</u>								
Personnel	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	\$ -	\$ -
Materials & Supplies	-	-	-	7,908	0.0%	\$ 9,490	1,064	(1,064)
Operational & Contractual	-	30,986	30,986	63,375	48.9%	76,050	39,876	(8,890)
Other	-	-	-	-	N/A	-	-	-
Capital	-	-	-	38,333	0.0%	46,000	-	-
Total Operating Expenditures	\$ -	\$ 30,986	\$ 30,986	\$ 109,617	28.3%	\$ 131,540	\$ 40,940	\$ (9,954)
Operating Revenues Over (Under) Expenditures	\$ -	\$ 120,972	\$ 120,972	\$ 51,217	236.2%	\$ 61,460	\$ 172,640	\$ (51,668)
<u>INTERFUND TRANSACTIONS</u>								
Transfer From Hotel Tax Fund	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	\$ -	\$ -
Total Interfund Transactions	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	\$ -	\$ -
Total Revenues Over (Under) Expenditures - Budgetary Basis	\$ -	\$ 120,972	\$ 120,972	\$ 51,217		\$ 61,460	\$ 172,640	\$ (51,668)
<u>ADJUSTMENTS TO GAAP BASIS**</u>								
Remove Capital Outlay	\$ -	\$ -	\$ -				\$ -	
Depreciation Expense	-	(1,404)	(1,404)				(1,404)	
Total GAAP Adjustments	\$ -	\$ (1,404)	\$ (1,404)				\$ (1,404)	
Fund Increase/(Decrease) - GAAP Basis	\$ -	\$ 119,567	\$ 119,567				\$ 171,236	

*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 October 31, 2024

	821 B&T Clubhouse	10/31/24 YTD Amended Budget	10/31/24 % of YTD Amended Budget	2024 Adopted Budget	10/31/23 YTD Total	Difference Prior Year
<u>OPERATING REVENUES</u>						
Rentals	\$ 114,410	\$ 194,167	58.9%	\$ 233,000	\$ 133,465	\$ (19,055)
Other Revenue	-	-	0.0%	-	-	-
Total Operating Revenues	\$ 114,410	\$ 194,167	58.9%	\$ 233,000	\$ 133,465	\$ (19,055)
<u>OPERATING EXPENDITURES</u>						
Personnel	\$ -	\$ -	N/A	\$ -	\$ 9,693	\$ (9,693)
Materials & Supplies	7,354	11,458	64.2%	13,750	10,264	(2,910)
Operational & Contractual	41,163	44,148	93.2%	52,978	64,364	(23,201)
Capital	-	-	N/A	-	-	-
Total Operating Expenditures	\$ 48,517	\$ 55,607	87.3%	\$ 66,728	\$ 84,321	\$ (35,804)
B&T Administration Overhead Allocation*	\$ (10,417)	\$ -	N/A	\$ (12,500)	\$ (36,486)	\$ 26,069
Operating Revenues Over (Under) Expenditures	\$ 55,476	\$ 138,560	40.0%	\$ 153,772	\$ 12,658	\$ 42,818
<u>INTERFUND TRANSACTIONS</u>						
Transfer From General Fund	\$ -	\$ -	0.0%	\$ -	\$ -	\$ -
Total Interfund Transactions	\$ -	\$ -	0.0%	\$ -	\$ -	\$ -
Total Revenues Over (Under) Expenditures - Budgetary Basis	\$ 55,476	\$ 138,560		\$ 153,772	\$ 12,658	\$ 42,818
<u>ADJUSTMENTS TO GAAP BASIS**</u>						
Remove Capital Outlay	\$ -				\$ -	
Depreciation Expense	(25,000)				(25,000)	
IMRF Pension Expense	(1,250)				(1,250)	
OPEB Expense	(1,250)				(1,250)	
Total GAAP Adjustments	\$ (27,500)				\$ (27,500)	
Fund Increase/(Decrease) - GAAP Basis	\$ 27,976				\$ (14,842)	

*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 October 31, 2024

	823 Golf Café	831 Golf General Operation	832 Golf Learning & Practice	833 Golf Cart Operations	834 Golf Course Maintenance	10/31/24 YTD Total	10/31/24 YTD Amended Budget	10/31/24 % of YTD Amended Budget	2024 Adopted Budget	10/31/23 YTD Total	Difference Prior Year
OPERATING REVENUES											
Memberships	\$ -	\$ 393,375	\$ -	\$ -	\$ -	\$ 393,375	\$ 423,292	92.9%	\$ 507,950	\$ 480,100	\$ (86,725)
Greens Fees	-	1,699,612	-	-	-	1,699,612	1,170,833	145.2%	1,405,000	1,414,566	285,046
Surcharge	-	226,150	-	-	-	226,150	53,143	425.6%	53,143	94,127	132,024
Pro Shop Sales	-	161,373	-	-	-	161,373	181,667	88.8%	218,000	182,923	(21,550)
Golf Lessons	-	-	35,035	-	-	35,035	37,500	93.4%	45,000	24,872	10,163
Driving Range Fees	-	-	533,369	-	-	533,369	325,000	164.1%	390,000	401,496	131,873
Rentals	23,750	3,295	64,662	583,959	-	675,666	476,833	141.7%	572,200	470,309	205,357
Food Sales	65,111	-	-	-	-	65,111	34,917	186.5%	41,900	242,205	(177,094)
Beverage Sales	13,039	-	-	-	-	13,039	62,708	20.8%	75,250	467,254	(454,215)
Other Revenue	-	7,934	-	-	-	7,934	7,500	105.8%	9,000	34,046	(26,112)
Total Operating Revenues	\$ 101,900	\$ 2,491,740	\$ 633,066	\$ 583,959	\$ -	\$ 3,810,665	\$ 2,773,393	137.4%	\$ 3,317,443	\$ 3,811,898	\$ (1,233)
OPERATING EXPENDITURES											
Personnel	\$ 5,184	\$ 305,020	\$ 61,308	\$ 76,576	\$ 597,944	\$ 1,046,032	\$ 952,577	109.8%	\$ 1,143,092	\$ 1,194,194	\$ (148,162)
Materials & Supplies	(874)	136,237	19,446	979	134,330	290,117	303,861	95.5%	364,633	579,578	(289,461)
Operational & Contractual	3,912	202,099	46,155	32,799	43,657	328,622	318,484	103.2%	382,181	343,041	(14,419)
Other	-	-	-	-	-	-	-	N/A	-	-	-
Capital	-	19,955	-	671,600	131,684	823,239	129,796	634.3%	155,755	180,793	642,446
Total Operating Expenditures	\$ 8,222	\$ 663,311	\$ 126,909	\$ 781,954	\$ 907,615	\$ 2,488,011	\$ 1,704,718	145.9%	\$ 2,045,661	\$ 2,297,606	\$ 190,405
Operating Revenues Over (Under) Expenditures	\$ 93,678	\$ 1,828,429	\$ 506,157	\$ (197,994)	\$ (907,615)	\$ 1,322,654	\$ 1,068,676	123.8%	\$ 1,271,782	\$ 1,514,292	\$ (191,638)
INTERFUND TRANSACTIONS											
Overhead Charge	\$ -	\$ (20,797)	\$ -	\$ -	\$ -	\$ (20,797)	\$ (20,797)	100.0%	\$ (24,957)	\$ -	\$ (20,797)
Transfers from Other Fund	-	-	-	-	-	-	-	0.0%	150,000	-	-
Reimbursement to General Fund	-	(126,970)	-	-	-	(126,970)	(126,965)	100.0%	(152,358)	(20,242)	(106,728)
Total Interfund Transactions	\$ -	\$ (147,767)	\$ -	\$ -	\$ -	\$ (147,767)	\$ (147,762)	100.0%	\$ (27,315)	\$ (20,242)	\$ (127,526)
Total Revenues Over (Under) Expenditures - Budgetary Basis	\$ 93,678	\$ 1,680,662	\$ 506,157	\$ (197,994)	\$ (907,615)	\$ 1,174,887	\$ 920,913		\$ 1,244,467	\$ 1,494,050	\$ (319,163)
ADJUSTMENTS TO GAAP BASIS*											
Remove Capital Outlay	\$ -	\$ 19,955	\$ -	\$ 671,600	\$ 131,684	\$ 823,239				\$ 180,793	
Depreciation Expense	(833)	(87,500)	(1,917)	(10,833)	(104,167)	(205,250)				(205,250)	
IMRF Pension Expense	(2,083)	(8,333)	(833)	-	(9,167)	(20,417)				(20,417)	
OPEB Expense	(2,500)	(12,500)	-	-	(8,333)	(23,333)				(23,333)	
Total GAAP Adjustments	\$ (5,417)	\$ (88,379)	\$ (2,750)	\$ 660,767	\$ 10,018	\$ 574,239				\$ (68,207)	
Fund Increase/(Decrease) - GAAP Basis	\$ 88,261	\$ 1,592,283	\$ 503,407	\$ 462,772	\$ (897,597)	\$ 1,749,126				\$ 1,425,843	

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



OAK BROOK
Illinois

ITEM 6.E.

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
November 12, 2024

SUBJECT: Cancellation of the Second Meeting in November

FROM: Greg Summers, Village Manager

BUDGET SOURCE/BUDGET IMPACT: N/A

RECOMMENDED MOTION: I move to cancel the second Village Board meeting presently scheduled for November 26, 2024

Background/History:

Section 1-4B-3 Meetings, of our Village Code states:

“A. Regular Meetings: The second and fourth Tuesday of each and every month be and are hereby declared and established as the official meeting dates for the Board, with the exceptions as follows: There will be no regular meetings scheduled on the fourth Tuesday of the months of June, August and December.”

The 2024 Annual Notice of Meetings has already been posted, the second November meeting can be canceled by Board action as reflected in the motion.

The Open Meetings Act also has notification/posting requirements that staff will administer if the Board decides to cancel the November 26, 2024 meeting.

Recommendation:

Staff recommends that the Village Board pass the motion as presented.

Attachments:

None



OAK BROOK
Illinois

ITEM 6.F.

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
November 12, 2024

SUBJECT: Pay Bills a Second Time Due to Meeting Cancellations

FROM: Marilyn Fumero, Finance Director

BUDGET SOURCE/BUDGET IMPACT: N/A

RECOMMENDED MOTION: I move that the Village Board authorize the Finance Department to pay bills on November 27th and December 27th prior to Board approval.

Background/History:

The Finance Department's customary procedure is to pay bills on the day following the Village Board meeting after the list of bills has been approved. Due to the cancellation of the second regular Board meeting in both November and December, there would only be one disbursement run for these months.

In order to make timely payments to our vendors, we are requesting that the Village Board authorize the Finance Department to pay bills a second time in November and December, prior to Board approval. We will present a separate list of bills containing these disbursements for approval at the next Village Board meeting following the check run.

Recommendation:

I recommend that the Village Board authorize the Finance Department to pay bills on November 27th and December 27th, prior to Board approval.

Attachments:

None



OAK BROOK
Illinois

ITEM 6.G.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
November 12, 2024

SUBJECT: 2903 & 2905 Oak Brook Hills Road - Plat of Consolidation

FROM: Rebecca Von Drasek, Development Services Director

BUDGET SOURCE/BUDGET IMPACT: N/A

RECOMMENDED MOTION: I move to refer the request for the final plat of consolidation to the Planning & Zoning Commission for review and recommendation.

Background/History:

The applicant, Tiburon Homes and owners of the property, Carter and Aileen Chang have submitted a petition requesting approval of a final plat of consolidation to combine two (2) existing lots into one lot consisting of 2.618 acres (or 114,024 SF). The properties are zoned R-2 Single Family Detached Residence District.

The request to combine the two (2) properties will create a 2.618-acre lot. Lot-1 has a new residence under construction and the consolidated lots would eliminate the current flag lot. The minimum required lot area in the R-2 district is 43,560 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 request for the final plat of consolidation to the Planning & Zoning Commission for review and recommendation.

Attachments:

1. Exhibits for Referral

SUBDIVISION APPLICATION



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

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

NOTE: SEE DOCUMENT SUBMITTAL GUIDELINES ATTACHED TO THE APPLICATION.

SUBDIVISION TITLE 2903 Oak Brook Hills Consolidation DATE FILED Nov 5, 2024

GENERAL LOCATION AND LEGAL ADDRESS OF PROPERTY TO BE SUBDIVIDED

Lot 2 & 3 in Beutler's Subdivision commonly known as 2903 Oak Brook Hills Road & 2905 Oak Brook Hills Road, Oakbrook, IL 60523

ARE YOU SEEKING ANY VARIATION (RELIEF) TO THE SUBDIVISION REGULATIONS? YES NO

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

PERMANENT PARCEL NO. 06-28-403-018 & 06-28-403-019

NAME OF APPLICANT (and Email Address) Tiburon Homes Iritter@tiburonhomesllc.com PHONE 630-254-7798

ADDRESS 115 S Garfield Ave CITY Hinsdale STATE IL ZIP 60521

RELATIONSHIP of APPLICANT TO PROPERTY Builder

OWNER OF RECORD Carter and Aileen Chang PHONE 650-868-9066

ADDRESS 2903 Oak Brook Hills Road CITY Oak Brook STATE IL ZIP 60523

BENEFICIARY (IES) OF TRUST PHONE

ADDRESS CITY STATE ZIP

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

Aileen Chang 11/4/2024 Linda Ritter 11/4/2024

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

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

Aileen Chang 11/4/2024

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

SIZING BY LAND USE CATEGORY	RESIDENTIAL	COMMERCIAL	OPEN SPACE	OTHER	TOTAL
NUMBER of LOTS	2				
NUMBER of ACRES	2.618				
NUMBER of SQUARE FEET	114,024				

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
CHOSON HOLDINGS LLC	2911 Oak Brook Hills Road, Oak Brook, IL 60523	Same as mailing address	06-28-403-020
Wendy Yeh	2900 Oak Brook Hills Road, Oak Brook, IL 60523	Same as mailing address	06-28-402-019
Thomas Fahey	2910 Oak Brook Hills Road, Oak Brook, IL 60523	Same as mailing address	06-28-402-006
Butterfield Country Club	2800 Midwest Rd, Oak Brook, IL 60523	Same as mailing address	06-27-300-001
S. BHORADE & P SIDDHARTH	53 Baybrook Lane, Oak Brook, IL 60523	Same as mailing address	06-28-403-007
Margaret Jalili	55 Baybrook Lane, Oak Brook, IL 60523	Same as mailing address	06-28-403-008
Angelo & Angela Accettura	57 Baybrook Lane, Oak Brook, IL 60523	Same as mailing address	06-28-403-009

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	<u>\$750</u>	\$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	<u>\$100</u>	\$50.00 per sign – 1 sign required for each Street Frontage/Per Parcel

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

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

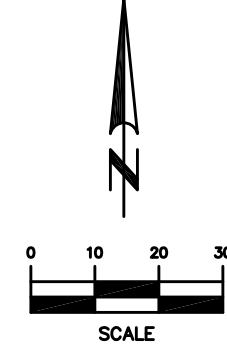
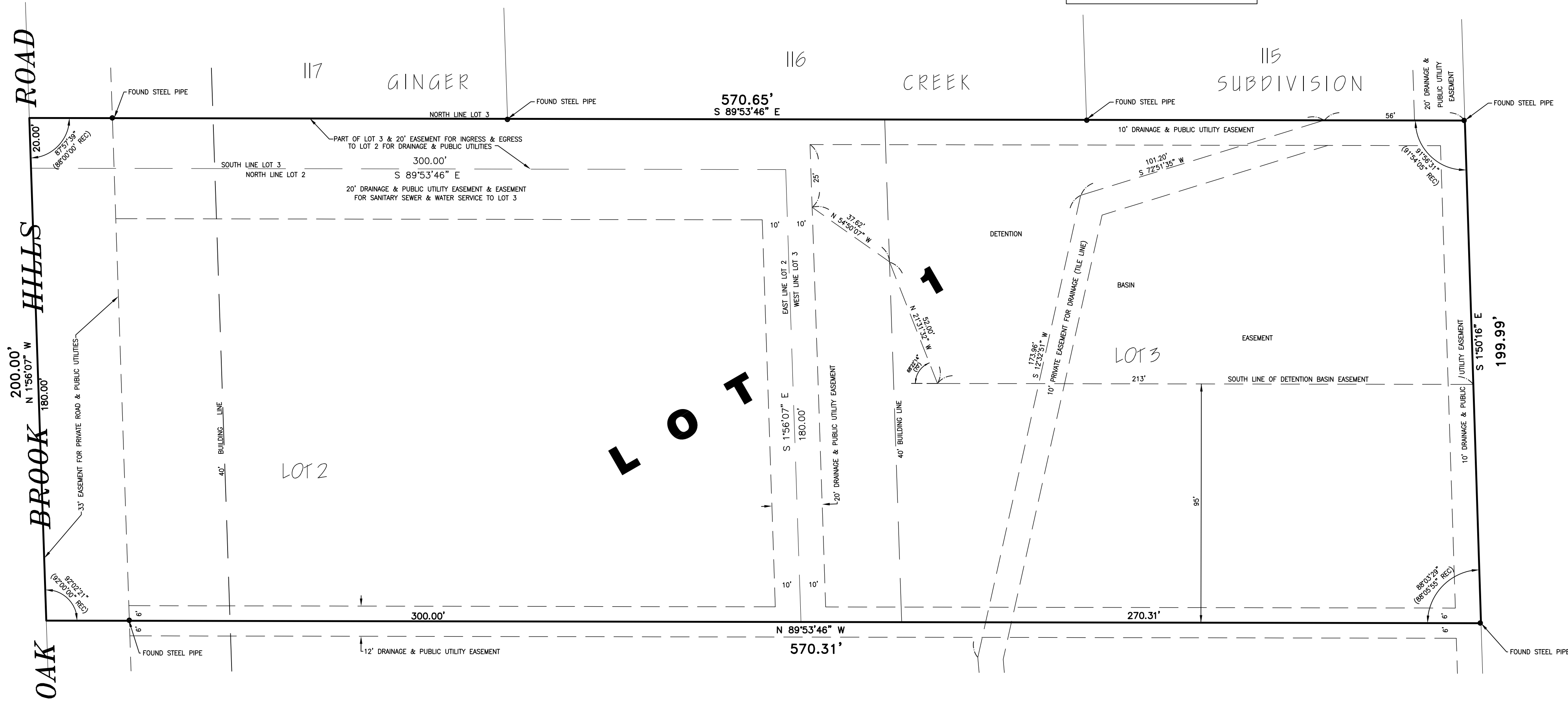
DO NOT WRITE IN THIS SPACE BELOW FOR VILLAGE USE ONLY

Date Filed _____	Fee Paid \$ _____	Receipt No. _____	Received By _____
HEARING DATES: Board of Trustees (Referral) _____ P&Z Commission _____ Board of Trustees _____			
SIGNED - VILLAGE CLERK _____		Date _____	

PLAT OF CONSOLIDATION
2903 OAK BROOK HILLS CONSOLIDATION

IN THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

COMMON ADDRESS
2903-2905 OAK BROOK HILLS ROAD
OAK BROOK, IL



OWNERS
THIS IS TO CERTIFY THAT THE UNDERSIGNED ARE THE OWNERS OF THE LAND DESCRIBED IN THE ANNEXED PLAT AND HAVE CAUSED THE SAME TO BE SURVEYED AND CONSOLIDATED, AS INDICATED THEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH, AND DO HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

THE UNDERSIGNED ALSO GRANTS EASEMENTS FOR PUBLIC USE AND FOR THE INSTALLATION OF VARIOUS PUBLIC UTILITIES AS DESIGNATED IN THE UNDERLYING BEUTLER'S SUBDIVISION. THOSE EASEMENTS ARE RESERVED FOR AND GRANTED TO THE VILLAGE OF OAK BROOK AND TO THOSE PUBLIC AND PRIVATE UTILITY COMPANIES OPERATING WITHIN THE VILLAGE, INCLUDING, BUT NOT LIMITED TO, AMERITECH, COMMONWEALTH EDISON COMPANY, NORTHERN ILLINOIS GAS COMPANY, FLAGG CREEK WATER RECLAMATION DISTRICT, AND THEIR SUCCESSORS AND ASSIGNS, ACCORDING TO THE EASEMENT PROVISIONS PROVIDED INBEUTLER'S SUBDIVISION - DOCUMENT R81-44291. WHENEVER THE VILLAGE OR AFFECTED UTILITY COMPANY DETERMINES THAT ANY TREE, SHRUBS, VEGETATION, OR OTHER STRUCTURES OR OBJECTS (HEREIN COLLECTIVELY KNOWN AS "OBSTRUCTION") ON SAID EASEMENTS INTERFERE WITH THEIR USES OR RIGHTS, THE VILLAGE OR UTILITY COMPANY HAS THE RIGHT, BUT NOT THE OBLIGATION, TO REMOVE THE OBSTRUCTION AT THE PROPERTY OWNER'S EXPENSE. THE VILLAGE OR AFFECTED UTILITY COMPANY WILL APPLY GRASS SEED WHERE THE OBSTRUCTION HAS BEEN REMOVED, BUT IS NOT REQUIRED TO REPLACE OR REPAIR ANY OBSTRUCTION. ALL INSTALLATIONS ARE SUBJECT TO THE ORDINANCES OF THE VILLAGE OF OAK BROOK.

THE OWNERS HAVE DETERMINED, TO THE BEST OF THEIR KNOWLEDGE, THAT THIS CONSOLIDATION IS LOCATED IN GRADE SCHOOL DISTRICT 53 AND HIGH SCHOOL DISTRICT 86.

DATED THIS _____ DAY OF _____, A.D. 20____.

CARTER CHANG AILEEN CHANG
ADDRESS: 480 MISSION BAY BOULEVARD NORTH SAN FRANCISCO, CA 94158

NOTARY
STATE OF _____)
COUNTY OF _____) ss
I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT CARTER CHANGE AND AILEEN CHANGE, WHO ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING CERTIFICATE AS OWNERS, DID APPEAR BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY ARE THE SOLE OWNERS OF THE PROPERTY DESCRIBED AND THAT, AS SUCH OWNERS, HAVE CAUSED SAID PROPERTY TO BE SURVEYED AND CONSOLIDATED AS THEIR OWN FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES AFORESAID.

GIVEN UNDER MY HAND AND NOTARIAL SEAL
THIS _____ DAY OF _____, A.D. 20____

BY: _____ NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

DRAINAGE CERTIFICATE
STATE OF ILLINOIS)
COUNTY OF COOK) ss

TO THE BEST OF OUR KNOWLEDGE AND BELIEF, THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF THIS CONSOLIDATION 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 WATERS INTO PUBLIC AREAS, OR DRAINS WHICH THE OWNERS HAVE 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 CONSOLIDATION.

DATED THIS _____ DAY OF _____, 20____

ILLINOIS REGISTERED PROFESSIONAL ENGINEER OWNER OR DULY AUTHORIZED ATTORNEY
PRINT NAME PRINT NAME

LAND SURVEYOR
STATE OF ILLINOIS)
COUNTY OF COOK) ss
I, MARK H. LANDSTROM, ILLINOIS PROFESSIONAL LAND SURVEYOR No. 2625, HEREBY CERTIFY THAT I HAVE SURVEYED AND CONSOLIDATED THE FOLLOWING DESCRIBED PROPERTY:

LOT 2 AND LOT 3 IN BEUTLER'S SUBDIVISION, BEING A SUBDIVISION IN THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 14, 1981, AS DOCUMENT R81-44291, IN DUPAGE COUNTY, ILLINOIS.

AS SHOWN ON THIS ANNEXED PLAT, WHICH IS A CORRECT REPRESENTATION OF SAID SURVEY AND CONSOLIDATION. ALL DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF AND BEARINGS ARE BASED ON THE BEARINGS ARE BASED ON THE NAD83 ILLINOIS EAST STATE PLANE COORDINATE ZONE 1201, AS DETERMINED BY GPS MEASUREMENT. I FURTHER CERTIFY THAT THE REGULATIONS ENACTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF OAK BROOK, RELATIVE TO PLATS AND CONSOLIDATIONS, HAVE BEEN COMPLIED WITH IN THE 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 POWERS AUTHORIZED BY DIVISION 12 OF ARTICLE 11 OF THE ILLINOIS MUNICIPAL CODE, AS AMENDED.

I FURTHER CERTIFY THAT THE HEREON-DESCRIBED PROPERTY CONTAINS 114,024 SQUARE FEET, OR 2.618 ACRES, MORE OR LESS, AND THAT NO PART OF THE LAND SHOWN ON THIS PLAT IS LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA, AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY ON FLOOD INSURANCE RATE MAP PANEL 17043C0178J WITH A REVISION DATE OF AUGUST 1, 2019.

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY AND I HEREBY DESIGNATE THE VILLAGE OF OAK BROOK, TO RECORD THIS PLAT OF CONSOLIDATION.

GIVEN UNDER MY HAND AND SEAL AT PALOS HILLS, ILLINOIS, THIS 29th DAY OF OCTOBER, A.D. 2024.



SANITARY DISTRICT
I, _____, EXECUTIVE DIRECTOR OF THE FLAGG CREEK WATER RECLAMATION DISTRICT, 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 _____, ILLINOIS, THIS _____ DAY OF _____, 20____.
EXECUTIVE DIRECTOR

VILLAGE CLERK
STATE OF ILLINOIS)
COUNTY OF DUPAGE) ss
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 _____, 20____, AND THAT THE REQUIRED BOND OR OTHER GUARANTEE HAS BEEN POSTED FOR THE COMPLETION OF THE IMPROVEMENTS REQUIRED BY THE REGULATIONS OF SAID VILLAGE.
IN WITNESS WHEREOF I HAVE HERETO SET MY HAND AND THE SEAL OF THE VILLAGE OF OAK BROOK, ILLINOIS.
THIS _____ DAY OF _____, A.D. 20____.
VILLAGE CLERK

PREPARED FOR:
TIBURON HOMES, LLC

PREPARED BY:
LANDMARK
ENGINEERING LLC
DESIGN FIRM REGISTRATION NO. 184-005577-0010
7808 WEST 103RD STREET
PALOS HILLS, ILLINOIS 60465-1529
Phone (708) 599-3737
SURVEY No. 22-06-083-CONSOL

DUPAGE COUNTY RECORDER
STATE OF ILLINOIS)
COUNTY OF DUPAGE) ss
THIS PLAT WAS FILED FOR RECORD IN THE RECORDER'S OFFICE AT DUPAGE COUNTY, ILLINOIS
ON THE _____ DAY OF _____, 20____
AT _____ O'CLOCK _____ M. AS DOCUMENT NUMBER _____
DUPAGE COUNTY RECORDER OF DEEDS

COUNTY CLERK
STATE OF ILLINOIS)
COUNTY OF DUPAGE) ss
I, _____, COUNTY CLERK OF DUPAGE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT I FIND NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT GENERAL TAXES, NO UNPAID FORFEITED TAXES, NO DELINQUENT OR UNPAID CURRENT SPECIAL ASSESSMENTS, NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND SHOWN ON THIS PLAT OF SUBDIVISION AND NO DEFERRED INSTALLMENTS OF ANY OUTSTANDING UNPAID SPECIAL ASSESSMENTS WHICH HAVE NOT BEEN DIVIDED IN ACCORDANCE WITH THE PROPOSED SUBDIVISION AND DULY APPROVED BY THE COURT THAT CONFIRMED THE SPECIAL ASSESSMENT.
GIVEN UNDER MY HAND AND SEAL AT WHEATON, DUPAGE COUNTY, ILLINOIS,
THIS _____ DAY OF _____, 20____.
DUPAGE COUNTY CLERK

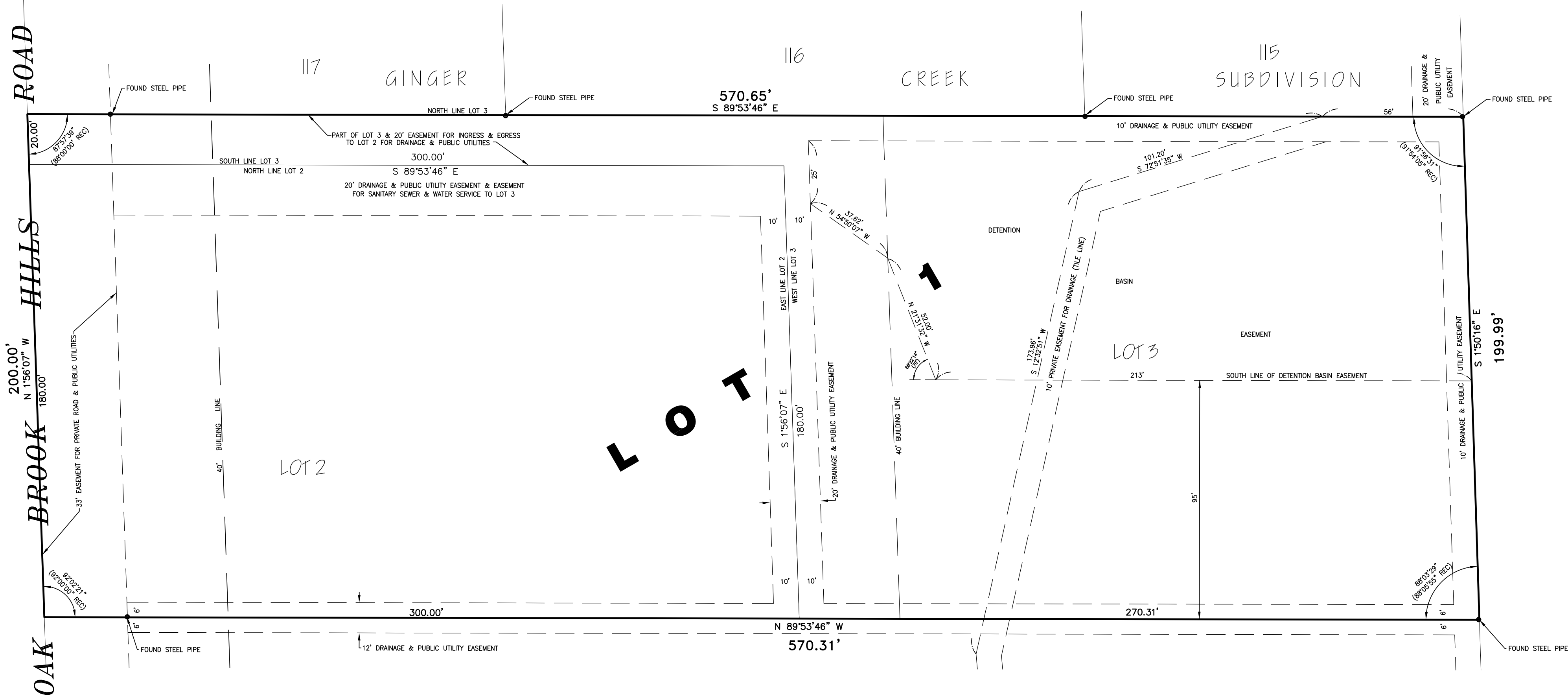
VILLAGE ENGINEER
STATE OF ILLINOIS)
COUNTY OF DUPAGE) ss
I, _____, VILLAGE ENGINEER OF THE VILLAGE OF OAK BROOK, ILLINOIS, HEREBY CERTIFY THAT THE LAND IMPROVEMENTS DESCRIBED IN THE ANNEXED PLAT AND THE PLANS AND SPECIFICATIONS THEREFORE, MEET THE MINIMUM REQUIREMENTS OF SAID VILLAGE AND HAVE BEEN APPROVED BY ALL PUBLIC AUTHORITIES HAVING JURISDICTION THEREOF.
DATED THIS _____ DAY OF _____, 20____.
VILLAGE ENGINEER

SPECIAL ASSESSMENTS
I, _____, 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.
DATED THIS _____ DAY OF _____, 20____.
VILLAGE TREASURER

PLAN COMMISSION
APPROVED BY THE PLAN COMMISSION OF THE VILLAGE OF OAK BROOK, DUPAGE COUNTY, ILLINOIS,
THIS _____ DAY OF _____, 20____.
CHAIRMAN SECRETARY

PLAT OF SURVEY

LOT 1 IN 2903 OAK BROOK HILLS CONSOLIDATION OF PART OF WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 14, 1981, AS DOCUMENT R81-44291, IN DUPAGE COUNTY, ILLINOIS.



PREPARED FOR: TIBURON HOMES

LANDMARK
ENGINEERING LLC

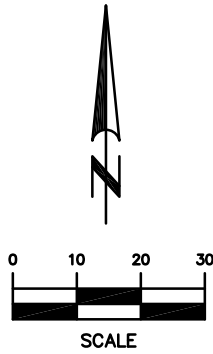
DESIGN FIRM REGISTRATION NO. 184-005577-0010

7808 W. 103RD STREET
PALOS HILLS, ILLINOIS 60465-1529
Phone (708) 599-3737

BEARINGS SHOWN HEREON ARE BASED ON IL. S.P.C. EAST ZONE, NAD83. NO IMPROVEMENTS SHOULD BE CONSTRUCTED ON THE BASIS OF THIS PLAT ALONE AND NO DIMENSIONS, LENGTHS OR WIDTHS SHOULD BE ASSUMED FROM SCALING. FIELD MONUMENTATION OF CRITICAL POINTS SHOULD BE ESTABLISHED PRIOR TO COMMENCEMENT OF CONSTRUCTION.

FOR BUILDING LINES, EASEMENTS AND OTHER RESTRICTIONS NOT SHOWN HEREON, REFER TO DEEDS, ABSTRACTS, TITLE POLICIES, SEARCHES OR COMMITMENTS, DOCUMENTS, CONTRACTS AND LOCAL BUILDING AND ZONING ORDINANCES.

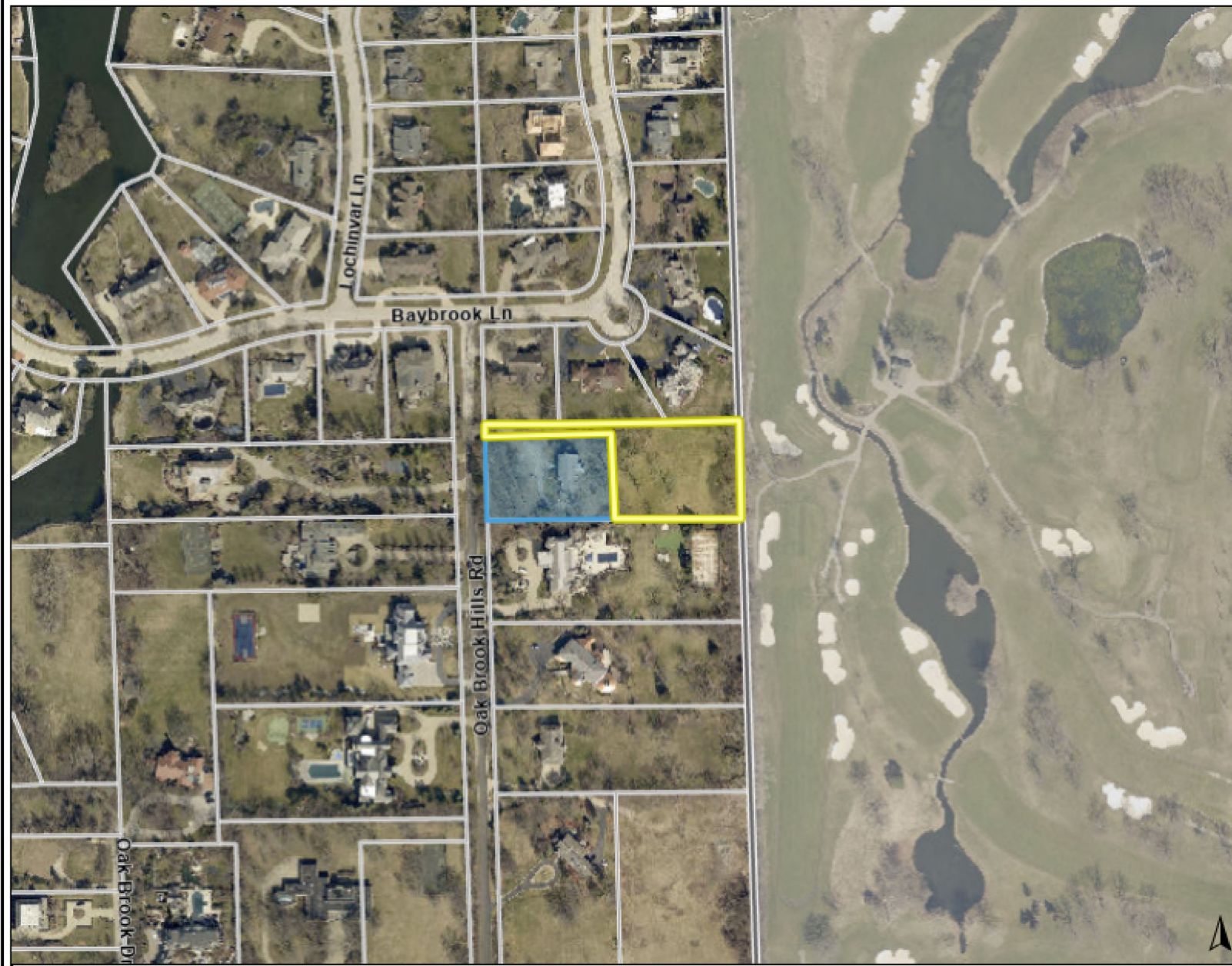
SUBJECT PROPERTY AREA
114,024 SQ. FT. 2.618 AC. (more or less)



FIELD WORK COMPLETED: 6/30/2022
THIS PROFESSIONAL SERVICE CONFORMS TO THE
CURRENT ILLINOIS STANDARDS FOR A BOUNDARY SURVEY.

DATED: 10/28/2024

MARK H. LANDSTROM I.P.L.S. No. 2625
LICENSE RENEWAL DATE: NOVEMBER 30, 2024
SURVEY No. 22-06-083-LOT 1





OAK BROOK
Illinois

ITEM 6.H.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
November 12, 2024

SUBJECT: RESOLUTION R-2240 - Resolution Approving 3601 & 3505 Adams Road
– Subdivision Amendment

FROM: Rebecca Von Drasek, Development Services Director

BUDGET SOURCE/BUDGET IMPACT: N/A

RECOMMENDED MOTION: I move that the Village Board approve Resolution R-2240, a Resolution approving the final plat for the properties commonly known as 3601 & 3505 Adams Road, Oak Brook, Illinois

Background/History:

Doug Pertz, the owner of the 7.64 acre parcel known as the L2KM2 Subdivision is seeking approval of a final plat of subdivision in order to adjust the lots lines between the two existing parcels of the Michael E. Scheid Subdivision. Lot 1 will be 152,525 sq. ft. (3.5 acres) and Lot 2 of the L2KM2 Subdivision will be 180,280 sq. ft. (4.14 acres).

In 1999, the Michael E. Scheid Subdivision was approved under Resolution R-715. The subdivision, originally proposed in 1995 (S-833), created the two lots and approved a stormwater variance. The approvals created the Lot 2 flag lot and provided waivers from the provisions of Section 14-6-3 of Title 14, (Subdivision Regulations) relative to sidewalks, curbs and gutters, streetlights and street trees. The Ordinance S-833 (as referenced in the Staff Report) includes a condition related to maintaining the privately owned trees.

At their meeting on October 2, 2024, the Planning & Zoning Commission reviewed and deliberated on the petition. By a vote of 7 to 0, the Planning & Zoning Commission recommended approval of the final plat for the Subdivision Amendment Final Plat as presented. No members of the public spoke to the commission for or against the requested consolidation Plat. The Planning & Zoning Commission discussed the Plat and asked about the reason(s) for the request. The questions were answered to the satisfaction of the Planning & Zoning Commission.

At the October 22, 2024 Board of Trustees meeting, the Village Attorney was directed to prepare the necessary resolution granting approval of a final plat to revise the parcels for the properties located at 3601 and 3605 Harger Road.

Recommendation:

Staff recommends that the Village Board approve Resolution R-2240, a Resolution approving the final revised plat for the properties commonly known as 3601 & 3505 Adams Road, Oak Brook, Illinois

Attachments:

1. Final Resolution-2240

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

RESOLUTION
NUMBER 2024-SR-FP-EX-R-2240

A RESOLUTION
APPROVING A FINAL PLAT OF SUBDIVISION FOR THE
L2KM2 SUBDIVISION; COMMONLY KNOWN AS 3601 & 3505
ADAMS ROAD, OAK BROOK, ILLINOIS

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

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

Village Board

Published in pamphlet form by authority of the
President and the Board of Trustees of the Village of Oak Brook
on this the 12th day of November 2024

RESOLUTION NO. 2024-SR-FP-EX-R-2240

A RESOLUTION
APPROVING A FINAL PLAT OF SUBDIVISION FOR THE L2KM2 SUBDIVISION; COMMONLY
KNOWN AS 3601 & 3505 ADAMS ROAD, OAK BROOK, ILLINOIS

PINS(s): 06-35-401-031 & 06-35-401-032

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

WHEREAS, 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, Doug Pertz (hereinafter referred to as the "Petitioner") is the owner of the 7.64 acre parcel located at 3601 - 3505 Adams Road, Oak Brook, IL (hereinafter referred to as the "Subject Property") existing in the R-1 Single-Family Detached Residence District;

WHEREAS, the Subject Property was previously subdivided in 1999 as part of the Michael E. Scheid Subdivision under Resolution No. 715, creating the two lots with certain variations from Village Code;

WHEREAS, Petitioner is now seeking approval of final plat of subdivision to adjust the lot lines of the Subject Property;

WHEREAS, at its meeting on October 2, 2024, the Village of Oak Brook Planning & Zoning Commission (the "Commission") completed its review and deliberations on the Petitioner's application for the final subdivision plat;

WHEREAS, the Commission, by a vote of 7 to 0 recommended approval of the request for a final plat of Subdivision for the Subject Property to the Village President and Board of Trustees (collectively the "Corporate Authorities"); and

WHEREAS, the Village President and Board of Trustees have reviewed the recommendations of the Commission and deem the final plat of Subdivision for the Subject Property, as set forth below, to be in the best interests of the Village.

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

Section One – Recitals

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

Section Two – Approval of Final Plat of Subdivision.

- A. Approval of Final Plat. Subject to and contingent upon the conditions set forth in Section 3 of this Resolution, the final plat of subdivision prepared by Ridgeline Consultants, attached to this Resolution as Exhibit A ("Final Plat"), is hereby approved.
- B. Authorization and Execution. The Village President, Clerk, and other appropriate Village officials are hereby authorized and directed to execute and seal, on behalf of the Village, the Final Plat of Subdivision and the customary certifications indicating such approval.
- C. Recordation. Upon the execution of the Final Plat of Subdivision by all required parties, the Village Clerk is hereby directed to record the Final Plat of Subdivision with the Recorder of Deeds of DuPage County, Illinois, and the Village Clerk will then be authorized and directed to assess against and collect from the Petitioner any costs in connection with those actions and this Resolution.

Section Three – Conditions

The approvals granted in Section 2 of this Resolution are hereby expressly subject to and contingent upon each of the following conditions:

- A. Final engineering review and approval of the Final Plat by the Village Engineer;
- B. All other provisions of Resolution R-715 and covenants not in conflict with the approvals granted herein will remain in full force and effect; and
- C. Notwithstanding the attached exhibits, the Petitioner and all subsequent owners of the Subject Property shall comply with all applicable requirements of law, including without limitation all federal, state, and local laws, ordinances, resolutions, and regulations, relating to the Subject Property. Furthermore, Petitioner shall meet all Village Ordinance requirements at the time of building permit application except as specifically waived or varied.

Section Four – Severability

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

Section Five – Effective Date

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

Section Six – 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 12th day of November 2024.

Ayes: _____

Nays: _____

Absent: _____

APPROVED THIS 12th day of November 2024.

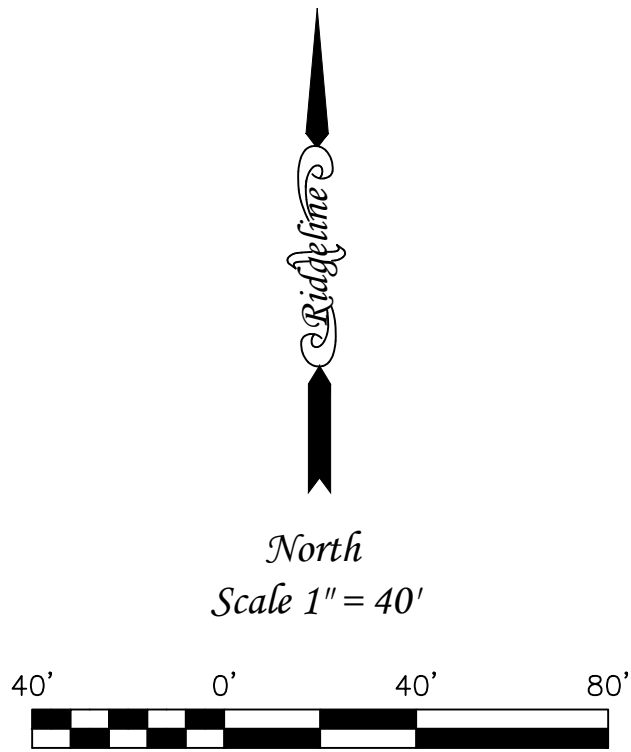
LAURENCE E. HERMAN,
Village President

ATTEST:

NETASHA SCARPINITI,
Village Clerk

EXHIBIT A

Final Plat



FINAL PLAT OF SUBDIVISION L2KM2 SUBDIVISION

LOTS 1 AND 2 IN MICHAEL E. SCHEID SUBDIVISION, BEING A SUBDIVISION OF PART OF SECTION 35, TOWNSHIP 39 NORTH,
RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 28, 1999 AS
DOCUMENT NO. R1999-228916, IN DUPAGE COUNTY, ILLINOIS

PARCEL INDEX NUMBERS
06-35-401-031
06-35-401-032

THIS PLAT HAS BEEN SUBMITTED FOR
RECORDING BY AND RETURN TO:
NAME: VILLAGE OF OAK BROOK
ADDRESS: 1200 OAK BROOK ROAD
OAK BROOK, IL 60523

SYMBOL & LINE TYPE LEGEND

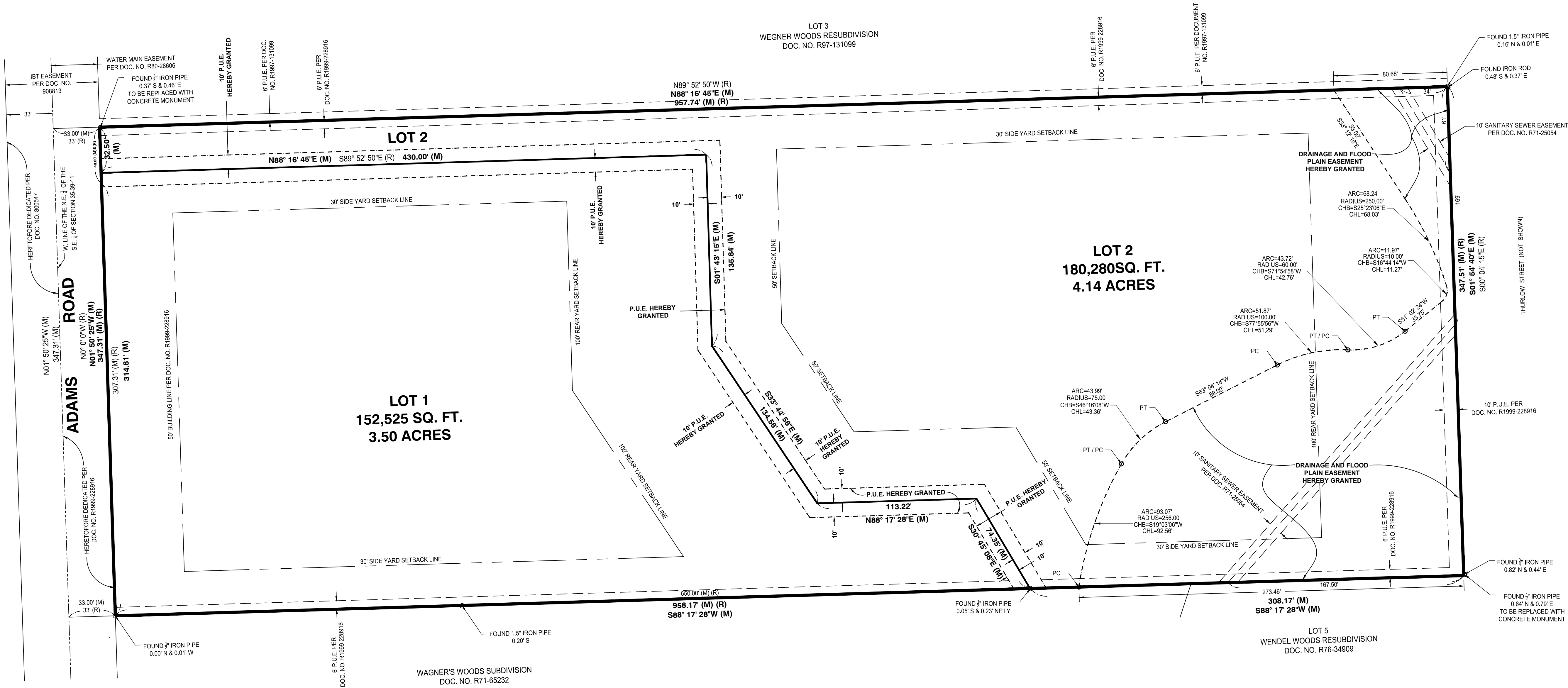
- = BUILDING LINE
- - - = EASEMENT LINE
- = IRON PIPE FOUND
- = PROPERTY LINE
- = RIGHT OF WAY LINE
- - - = SECTION LINE
- = SUBDIVISION BOUNDARY LINE

NOTES:

- ALL MEASURED BEARINGS SHOWN HEREON ARE BASED ON NAD 83 ILLINOIS COORDINATE SYSTEM, EAST ZONE (2011 CORRECTION) AS DETERMINED BY USE OF GPS EQUIPMENT USING TRIMBLES VRS NETWORK AND EQUIPMENT ALONG WITH THE RECORDED PLAT OF SUBDIVISION.
- SURVEY FIELD WORK COMPLETED ON MAY 17, 2024.
- ALL MONUMENT TIES ARE MEASURED PERPENDICULAR TO THE PROPERTY LINE(S).
- THIS SURVEY IS BASED ON INFORMATION NOTED IN CHICAGO TITLE INSURANCE COMPANY'S TITLE COMMITMENT NO. 24001729LT DATED FEBRUARY 29, 2024.

ABBREVIATION LEGEND

- E = EAST
- E'LY = EASTERLY
- M = MEASURED
- N = NORTH
- N'LY = NORTHERLY
- PC = POINT OF CURVATURE
- PT = POINT OF TANGENCY
- P.U.E. = PUBLIC UTILITY EASEMENT
- R = RECORD
- S = SOUTH
- S'LY = SOUTHERLY
- W = WEST
- W'LY = WESTERLY



Ridgeline Consultants LLC
Illinois Professional Design Firm No. 184-004786
1868 Aurora Road, Montgomery, IL 60538
Janning, Iowa P.L.S. #071 Expiration Date 11/30/2024
Stacy L. Stewart P.L.S. #416 Expiration Date 11/30/2024

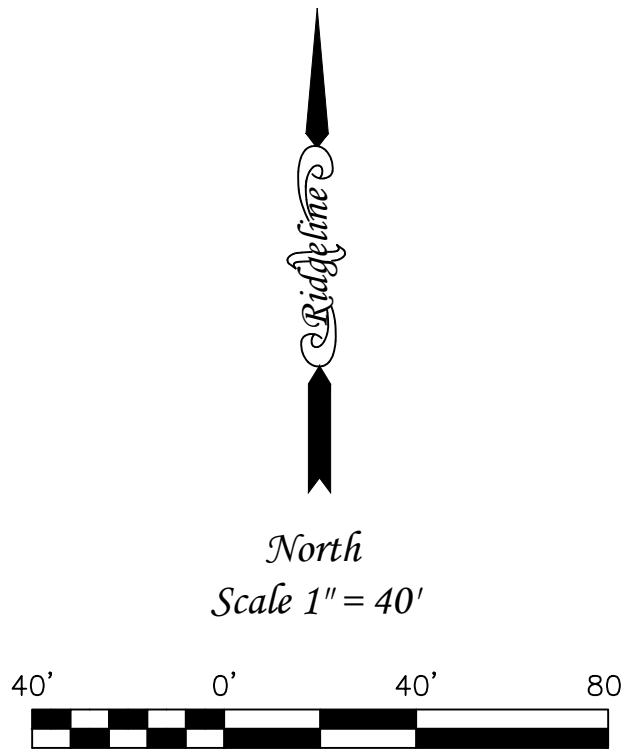


MATT GALAS

PROPERTY ADDRESS: 3601 & 3505 ADAMS ROAD
OAKBROOK, ILLINOIS

PREPARED FOR:

SHEET
1
OF
3



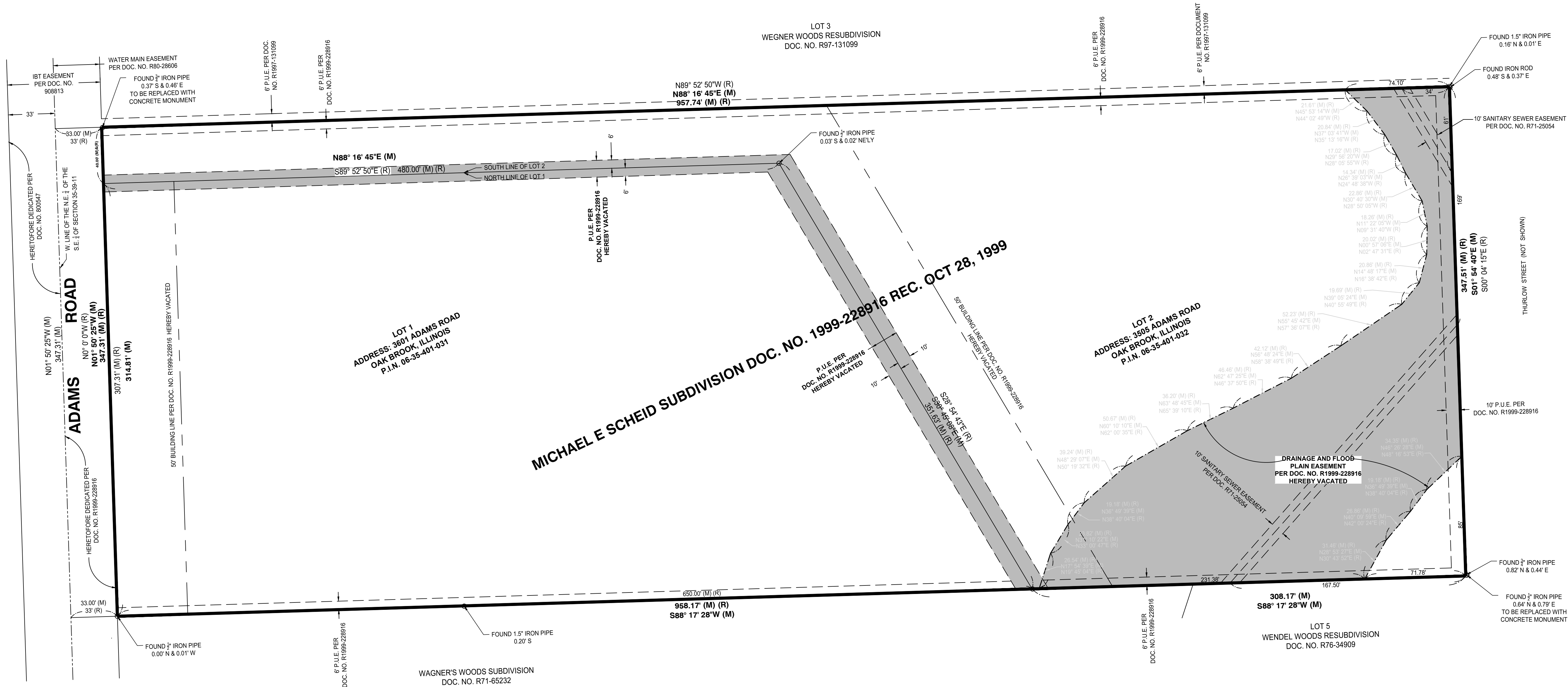
- SYMBOL & LINE TYPE LEGEND**
- = BUILDING LINE
 - - - = EASEMENT LINE
 - = IRON PIPE FOUND
 - = PROPERTY LINE
 - = RIGHT OF WAY LINE
 - - - = SECTION LINE
 - = SUBDIVISION BOUNDARY LINE
 - ▨ = PUBLIC UTILITY EASEMENT HEREBY VACATED
 - ▨ = DRAINAGE & FLOOD PLAIN EASEMENT HEREBY VACATED

EASEMENT VACATION

PROPERTY DESCRIPTION:
LOTS 1 AND 2 IN MICHAEL E. SCHEID SUBDIVISION, BEING A
SUBDIVISION OF PART OF SECTION 35, TOWNSHIP 39 NORTH,
RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING
TO THE PLAT THEREOF RECORDED OCTOBER 28, 1999 AS
DOCUMENT NO. R1999-228916, IN DUPAGE COUNTY, ILLINOIS

- ABBREVIATION LEGEND**
- E = EAST
 - E'LY = EASTERLY
 - M = MEASURED
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 - N'LY = NORTHERLY
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 - R = RECORD
 - S = SOUTH
 - S'LY = SOUTHERLY
 - W = WEST
 - W'LY = WESTERLY

PARCEL INDEX NUMBERS
06-35-401-031
06-35-401-032



Ridgeline Consultants LLC
Illinois Professional Design Firm No. 184-004786
1868 Aurora Road, Montgomery, IL 60538
Janning Ave P.L.S. 4071 Expiration Date 11/30/2024
Stacy L. Stewart P.L.S. 3416 Expiration Date 11/30/2024



MATT GALAS
3601 & 3505 ADAMS ROAD
OAKBROOK, ILLINOIS

PREPARED FOR:

SHEET
2
OF
3

FINAL PLAT OF SUBDIVISION
L2KM2 SUBDIVISION
LOTS 1 AND 2 IN MICHAEL E. SCHEID SUBDIVISION, BEING A SUBDIVISION OF PART OF SECTION 35, TOWNSHIP 39 NORTH,
RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 28, 1999 AS
DOCUMENT NO. R1999-228916, IN DUPAGE COUNTY, ILLINOIS

OWNER'S CERTIFICATE

STATE OF ILLINOIS)
JSS
COUNTY OF DUPAGE)

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

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

ADDRESS

DATED THIS ____ DAY OF _____, 20 ____.

NOTARY'S CERTIFICATE

STATE OF ILLINOIS)
JSS
COUNTY OF DUPAGE)

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

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS ____ DAY OF _____, 20 ____.

NOTARY PUBLIC

SCHOOL DISTRICT CERTIFICATE

STATE OF ILLINOIS)
JSS
COUNTY OF DUPAGE)

THIS IS TO CERTIFY THAT I, _____, AS OWNER OF THE PROPERTY DESCRIBED AS THE _____ SUBDIVISION AND LEGALLY DESCRIBED ON THIS PLAT OF THE SAME NAME, HAVE DETERMINED, TO THE BEST OF MY KNOWLEDGE, THE SCHOOL DISTRICTS IN WHICH EACH OF THE FOLLOWING LOTS LIES:

SCHOOL DISTRICTS
LOT NUMBERS 1 - 2
ELEMENTARY DISTRICT #53
HIGH SCHOOL DISTRICT #86
COMMUNITY COLLEGE - COLLEGE OF DUPAGE #502

DATED THIS ____ DAY OF _____, 20 ____.

ADDRESS

DRAINAGE AND FLOOD PLAIN EASEMENT PROVISION

A NON-EXCLUSIVE PERPETUAL EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE VILLAGE OF OAK BROOK AND ITS SUCCESSORS AND ASSIGNS WITHIN THE AREA ON THE PLAT MARKED "DRAINAGE AND FLOOD PLAIN EASEMENT". SAID EASEMENT SHALL BE FOR DRAINAGE AND STORM WATER RUNOFF AND FOR TEMPORARILY STORING EXCESS STORM WATER RUNOFF AND FLOOD WATERS. THE OWNERS, SUCCESSORS AND ASSIGNS OF LOTS 1 AND 2 SHALL GRANT TO THE VILLAGE SUCH ACCESS AS NECESSARY ACROSS LOTS 1 AND 2 FOR INSPECTING THE DRAINAGE AND FLOOD PLAIN EASEMENT AREA. PLACEMENT OF ANY MATERIAL (HEREINAFTER CALLED "OBSTRUCTION") WITHIN THIS EASEMENT AREA IS PROHIBITED UNLESS SPECIFICALLY PERMITTED BY THE VILLAGE. IF PLACEMENT OF ANY MATERIAL IS ACCOMPLISHED WITHOUT VILLAGE APPROVAL, THE OWNER OF THE PROPERTY ENCOMPASSING THE EASEMENT AREA SHALL REMOVE SUCH OBSTRUCTION WITHIN TEN (10) DAYS AFTER WRITTEN NOTICE FROM THE VILLAGE. IF SUCH OWNER FAILS TO REMOVE SUCH OBSTRUCTION UPON TEN (10) DAYS NOTICE, THE VILLAGE SHALL HAVE THE RIGHT TO UNDERTAKE SUCH REMOVAL AND, UPON COMPLETION, TO BE REIMBURSED FOR ALL OUT-OF-POCKET COSTS AND EXPENSES INCURRED IN CONNECTION WITH SUCH REMOVAL WITHIN THIRTY (30) DAYS FROM THE DATE OF SUCH COSTS OR EXPENSES. FAILURE OF ANY SUCH OWNER TO MAKE REIMBURSEMENT SHALL AUTHORIZE THE VILLAGE TO PLACE LIENS AGAINST PROPERTY OF THE AFFECTED OWNER FOR ITS COSTS INCURRED THEREIN AND TO ENFORCE SAID LIENS THROUGH ANY APPROPRIATE AND AVAILABLE LEGAL PROCEEDINGS EITHER AT LAW OR IN EQUITY.

DRAINAGE CERTIFICATE

STATE OF ILLINOIS)
JSS
COUNTY OF KANE)

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 WATERS INTO PUBLIC AREAS, 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.

DATED THIS ____ DAY OF _____, 20 ____.

ENGINEER

OWNER OR ATTORNEY

PLANNING & ZONING COMMISSION CERTIFICATE

STATE OF ILLINOIS)
JSS
COUNTY OF DUPAGE)

APPROVED BY THE PLANNING & ZONING COMMISSION OF THE VILLAGE OF OAK BROOK, DUPAGE COUNTY, ILLINOIS, THIS ____ DAY OF _____, 20 ____.

CHAIRMAN

VILLAGE ENGINEER'S CERTIFICATE

STATE OF ILLINOIS)
JSS
COUNTY OF DUPAGE)

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 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 ____ DAY OF _____, 20 ____.

VILLAGE ENGINEER

SANITARY DISTRICT CERTIFICATE

STATE OF ILLINOIS)
JSS
COUNTY OF DUPAGE)

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

DATED AT _____, ILLINOIS, THIS ____ DAY OF _____, 20 ____.

SECRETARY

VILLAGE CLERK'S CERTIFICATE

STATE OF ILLINOIS)
JSS
COUNTY OF DUPAGE)

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 _____, 20 ____, AND THAT THE REQUIRED BOND OR OTHER GUARANTEE HAS BEEN POSTED FOR THE COMPLETION OF THE IMPROVEMENTS AUTHORIZED BY THE REGULATIONS OF SAID VILLAGE.

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

VILLAGE CLERK

COMMONWEALTH EDISON COMPANY HEREBY CONSENTS TO SAID VACATION OF EASEMENTS ON THE ____ DAY OF _____, A.D., 20 ____.

BY: _____
AGENT FOR COMMONWEALTH EDISON

ATTEST: _____

AT&T HEREBY CONSENTS TO SAID VACATION OF EASEMENTS ON THE ____ DAY OF _____, A.D., 20 ____.

BY: _____
AGENT FOR AT&T
ATTEST: _____

NICOR GAS HEREBY CONSENTS TO SAID VACATION OF EASEMENTS ON THE ____ DAY OF _____, A.D., 20 ____.

BY: _____
AGENT FOR NICOR

ATTEST: _____

COMCAST HEREBY CONSENTS TO SAID VACATION OF EASEMENTS ON THE ____ DAY OF _____, A.D., 20 ____.

BY: _____
AGENT FOR COMCAST
ATTEST: _____

CROWN CASTLE HEREBY CONSENTS TO SAID VACATION OF EASEMENTS ON THE ____ DAY OF _____, A.D., 20 ____.

BY: _____
AGENT FOR CROWN CASTLE
ATTEST: _____

VILLAGE OF OAK BROOK HEREBY CONSENTS TO SAID VACATION OF EASEMENTS ON THE ____ DAY OF _____, A.D., 20 ____.

BY: _____
AGENT FOR VILLAGE OF OAK BROOK
ATTEST: _____

CERTIFICATE AS TO SPECIAL ASSESSMENTS

STATE OF ILLINOIS)
JSS
COUNTY OF DUPAGE)

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

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

TREASURER

COUNTY CLERK CERTIFICATE

STATE OF ILLINOIS)
JSS
COUNTY OF DUPAGE)

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

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

COUNTY CLERK

COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS)
JSS
COUNTY OF DUPAGE)

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

RECORDER OF DEEDS

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
JSS
COUNTY OF KANE)

THIS IS TO CERTIFY THAT I, JIANFENG HUA, REGISTERED ILLINOIS LAND SURVEYOR NO. 4071, HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY:

LOTS 1 AND 2 IN MICHAEL E. SCHEID SUBDIVISION, BEING A SUBDIVISION OF PART OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 28, 1999 AS DOCUMENT NO. R1999-228916, IN DUPAGE COUNTY, ILLINOIS

AS SHOWN BY THE ANNEXED PLAT, WHICH IS A CORRECT REPRESENTATION OF SAID SURVEY AND SUBDIVISION. ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF. I FURTHER CERTIFY THAT ALL REGULATIONS ENACTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF OAK BROOK RELATIVE TO PLATS AND SUBDIVISIONS HAVE BEEN COMPLIED WITH IN PREPARATION OF THIS PLAT. I FURTHER CERTIFY THAT THE LAND IS WITHIN THE VILLAGE OF OAK BROOK (OR WITHIN 1 1/2 MILES OF THE CORPORATE LIMITS OF THE VILLAGE OF OAK BROOK) WHICH HAS ADOPTED A VILLAGE COMPREHENSIVE PLAN AND MAP AND IS EXERCISING THE POWERS AUTHORIZED BY DIVISION 12 OF ARTICLE 11 OF THE ILLINOIS MUNICIPAL CODE AS AMENDED.

I FURTHER STATE THAT THE PROPERTY IN THIS SUBDIVISION FALLS IN A SPECIAL FLOOD HAZARD AREA AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, AS SET FORTH ON THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 17043C0179J EFFECTIVE DATE AUGUST 1, 2019.

GIVEN UNDER MY HAND AND SEAL AT _____, ILLINOIS, THIS ____ DAY OF _____, 20 ____.

JIANFENG HUA
ILLINOIS PROFESSIONAL LAND SURVEYOR #4071
LICENSE EXPIRATION / RENEWAL DATE 11-30-2024

BOOK:	DWG. SIZE: D	CHECKED: JH
DRAWN: TLC (MH)	REFERENCE:	DATE: 08/02/2024
RECONFIGURE LOTS	REUSE PER REVIEW LETTER DATED 8/1/24	REUSE MORTGAGE CERTIFICATE
#1	8/1/24	8/2/24
#2	8/1/24	8/2/24
#3	8/2/24	8/2/24
#4	8/2/24	8/2/24
REUSE DRAINAGE & FLOOD PLAN EASEMENT		
PROJECT NO.		2024-0175

Ridgeline Consultants LLC
Illinois Professional Design Firm No. 184-004786
1681 Auditt Road, Montgomery, IL 60538
Jianfeng Hua P.L.S. 4071 Expiration Date 11/30/2024
Shao L. Stewart P.L.S. 3415 Expiration Date 11/30/2024



MATT GALAS
3601 E 3505 ADAMS ROAD
OAKBROOK, ILLINOIS

PREPARED FOR:

SHEET
3
OF
3



ITEM 6.H.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
November 12, 2024

SUBJECT: Award of Contract - 2024 Water System Security Upgrades

FROM: Joseph Mitchell, Assistant Village Manager
Tim O'Malley, Public Works Director

BUDGET SOURCE/BUDGET IMPACT: \$171,042.24 is available in account #451-91000 of the FY 2024 Budget.

RECOMMENDED MOTION: I move that the Village Board approve Resolution R-2243, A Resolution awarding a contract to the lowest responsible bidder with the lowest responsible quote, for the water system security upgrades based on the unit prices in the attached quote, for an estimated total price of \$171,042.24.

Background/History:

The Village of Oak Brook's water treatment facilities are currently protected by an outdated security and fire alarm system, which is well beyond its useful life. Staff strongly recommends installing a fully functional security system at each facility to protect, control, and monitor access to the community's water supply. Implementing these measures will enhance the safety and security of the Village's water infrastructure, safeguarding resources, and ensuring continued service to the residents while obtaining compliance with industry standards for essential infrastructure protection. Johnson Controls, the vendor for our other facilities, submitted the lowest bid for the alarm systems as evidenced below:

ADS Alarm	Sky Net Security	Johnson Controls
\$59,500.00	\$130,612.93	\$50,375.00

Chief Strockis obtained a surveillance camera cost estimate from our current vendor, Minuteman, at \$40,812.24, with recurring service costs of \$728.00 for the entire project for servicing and hardware installations at all seven (7) water facility locations throughout the Village. The surveillance cameras would be integrated into the police department's FUSUS platform. If approved, this project would be funded under account 451-91000, using savings

from the Briarwood Lakes Water Main replacement project.

IT Director Gilbert obtained a quote for door access control system compatible with our existing digital door access operations, a sole source vendor. This vendor is our current vendor for the electronic key access system in the Village. This new equipment will tie into our existing building security. Securing seven separate outlying facilities with 16 separate doors will require 7 new Keyscan control panels, 7 network communication boards, 16 card readers, 16 door open sensors, 14 electric door strikes, 2 maglocks, and 2 door emergency release buttons; at a cost of \$79,855.00.

Recommendation:

Staff recommends that the Village Board approve Resolution R-2243, A Resolution awarding a contract to the lowest responsible bidder with the lowest responsible quote, for the water system security upgrades based on the unit prices in the attached quote, for an estimated total price of \$171,042.24.

Attachments:

1. R-2243 ResApprove_WaterFacilitySecurity FINAL

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

RESOLUTION

NUMBER 2024-PW-WTR-SRVCS-R-2243

A RESOLUTION
AUTHORIZING AND APPROVING AGREEMENTS FOR THE
SECURITY AND FIRE ALARM SYSTEM UPGRADE PROJECT
FOR THE VILLAGE OF OAK BROOK WATER TREATMENT
FACILITIES

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

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

Village Board

Published in pamphlet form by authority of the
President and the Board of Trustees of the Village of Oak Brook
on this the 12th day of November 2024

RESOLUTION NO. 2024-PW-WTR-SRVCS-R-2243

A RESOLUTION
AUTHORIZING AND APPROVING AGREEMENTS FOR THE SECURITY AND FIRE ALARM
SYSTEM UPGRADE PROJECT FOR THE VILLAGE OF OAK BROOK WATER TREATMENT
FACILITIES

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 scope of the Security and Fire Alarm System Upgrade for The Village of Oak Brook Water Treatment Facilities (the “Project”) includes necessary improvements to ensure continued safety, security, and compliance with industry standards for essential infrastructure;

WHEREAS, Staff recommends the Corporate Authorities to approve the necessary Agreement(s) for the Project to the company(s) who have submitted the lowest proposals in the total amount not-to-exceed \$_____, subject to the terms and conditions of the Agreement(s), attached hereto and incorporated herein as Exhibit A;

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

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

Section One – Recitals

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

Section Two – Award of Contract

The Corporate Authorities hereby approve the necessary Agreement(s) for the Project to the company(s) who have submitted the lowest proposals in the total amount not-to-exceed \$_____, subject to the terms and conditions of the Agreement(s), attached hereto and incorporated herein as Exhibit A;

Section Three – Authorization and Direction

The Village Manager is hereby authorized to execute, and the Village Clerk is hereby authorized to attest the Agreement(s), substantially in the form attached hereto as Exhibit A, with such changes therein as shall be approved by the Village attorney and the officials of the Village executing the same, their execution thereof to constitute exclusive evidence of their approval to

any and all changes or revisions therein from and after the execution and delivery of such Agreement.

Section Four - Other Actions Authorized

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

Section Five - Authorization of Expenditures

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

Section Six – 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 12th day of November 2024.

Ayes: _____

Nays: _____

Absent: _____

APPROVED THIS 12th day of November 2024.

LAURENCE E. HERMAN,
Village President

ATTEST:

NETASHA SCARPINITI,
Village Clerk

EXHIBIT A

Agreement



ITEM 8.A.

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
November 12, 2024

SUBJECT: Map Amendment - 2222 35th Street - Midwest Club Homeowners Association

FROM: Rebecca Von Drasek, Development Services Director

BUDGET SOURCE/BUDGET IMPACT: NA

RECOMMENDED MOTION: I move to concur with the recommendation from the Planning & Zoning Commission with regard to the approval of the requested map amendment for approximately 3 acres from R-1 to R-3 District subject to the following conditions:

1. Adoption of an ordinance necessary to grant the requested amendment, which the Village Attorney shall by this motion be directed to prepare for consideration at the December 10, 2024 Board of Trustees meeting.
2. The Midwest Club Association purchases the subject property.
3. The new parcels are accessed through Midwest Club, and the existing access to 35th Street shall be removed.
4. The Official Zoning Map is amended and recording of the approval Ordinance by Village staff.

Background/History:

The P&Z Commission, at its meetings of November 6th and October 2nd, completed review and deliberations on a petition from Midwest Club Homeowners Association, seeking a map amendment to rezone approximately 2.5 acres (114,497 sq ft) of land from the R-1, Residence District to the R-3, Residence District. With this proposed change, the property will be consistent with the surrounding zoning district. In addition, the applicants will seek separate approval of a final plat of subdivision for three single-family lots, which would be incorporated in the Midwest Club HOA.

The existing home at 2222 35th Street accesses 35th Street through a driveway which enters at a ninety-degree turn in the roadway. The P&Z Commission conditioned their approval of the Map

Amendment to specify that the higher density is only acceptable provided that the parcels are accessed through the Midwest Club, and that the existing access to 35th Street be removed. In addition, the Commission required that the zoning approval be contingent on the sale to the Midwest Club Association.

The P&Z Commission by a vote of 5 to 0 recommended approval of the requested map amendment. In making its recommendation, P&Z Commission found that the applicant had addressed the required standards for approval of the request.

Recommendation:

If the Board concurs with the recommendation from the Planning & Zoning Commission with regard to the approval of the requested map amendment for approximately 2.5 acres from R-1 to R-3 District. The recommendation should be subject to the following conditions:

1. Adoption of an ordinance necessary to grant the requested amendment, which the Village Attorney shall by this motion be directed to prepare for consideration at the December 10, 2024 Board of Trustees meeting.
2. The Midwest Club Association purchases the subject property.
3. The new parcels are accessed through Midwest Club, and the existing access to 35th Street shall be removed.
4. The Official Zoning Map is amended denoting the approval Ordinance.

Attachments:

1. Exhibits for 2222 35th St



VILLAGE OF
OAK BROOK
Illinois

ITEM 5.A
2222 35th St
MAP AMENDMENT R-1 TO R-3

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14-14.a	Planning & Zoning Commission Minutes dated November 6, 2024
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12	Certification of Publication dated October 17, 2024
11	Resident Letter dated October 16, 2024
10	Seller Attorney Letter dated October 15, 2024
9-9.a	Buyer Attorney Letter dated October 2, 2024
8	Seller Attorney Letter dated October 1, 2024
7-7.d	Staff Report dated September 18, 2024
6	Aerial View of Site
5-5.a	Resident Letter dated September 13, 2024
4	Certificate of Publication dated September 17, 2024
3	Board of Trustees Meeting Minutes dated September 24, 2024 (not attached)
2	Referral Memo – Board of Trustees Agenda dated September 24, 2024
1-1.a	R-1 and R-3 Lot Area Requirements Comparison

Petition Application Documents

A-A.2	Petition Application – Map Amendment
	1. Letter of Explanation
	2. Notice of Prospective Purchase
B-B.1	Zoning Amendment Factors
C	Conceptual Subdivision Plan dated July 31, 2024
D	Surrounding Property Owners and List
E-E.1	Subject Property Verification and Legal Description
F	Plat of Survey



VILLAGE OF OAK BROOK *Illinois*

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

November 7, 2024

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

Subject: 2222 35th Street – Map Amendment

Dear Village President and Board of Trustees:

Background

The Planning & Zoning Commission completed its review and deliberations at its meeting held on November 6, 2024 on a petition from The Midwest Club HOA seeking approval of a map amendment to rezone property 2222 35th Street from R-1 to R-3 District.

The Midwest Club HOA is under contract to purchase 2222 35th Street to annex into The Midwest Club.

The required amendment standards were addressed in writing and are included in the case file.

Public Comment

All interested parties were notified of the public meeting. No one appeared at the meeting or submitted any objections to the request.

Planning & Zoning Commission Recommendation

It appeared that the request met the required standards for an amendment. By a vote of 5 to 0, the Planning & Zoning Commission subject to the following conditions:

1. The Midwest Club is the purchaser of the property.
2. The new parcels are accessed through The Midwest Club, and the existing access to 35th Street shall be removed.
3. The Official Zoning Map be amended and recording of the approval Ordinance by Village staff.

Very truly yours,

Wayne Ziemer
Vice Chairman
Planning & Zoning Commission



VILLAGE OF OAK BROOK *Illinois*

MINUTES OF THE NOVEMBER 6, 2024
REGULAR MEETING OF THE
PLANNING & ZONING COMMISSION OF THE
VILLAGE OF OAK BROOK
APPROVED/AMENDED ON , 2024

1. CALL TO ORDER:

CALL TO ORDER

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

2. ROLL CALL:

ROLL CALL

Rama Raman called the roll with the following persons:

PRESENT: Vice Chairman Ziemer, Members Natalie Cappetta, Baker Nimry, James Pontrelli and Kenneth Wilczak

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

3. APPROVAL OF MINUTES

MINUTES

REGULAR PLANNING & ZONING COMMISSION MEETING OF OCTOBER 2, 2024

OCTOBER 2, 2024

Motion by Member Nimry, seconded by Member Cappetta to approve the minutes of the October 2, 2024 Regular Planning & Zoning Commission meeting as written.
VOICE VOTE: Motion Carried.

4. UNFINISHED BUSINESS

UNFINISHED
BUSINESS

There was no unfinished business.

5. NEW BUSINESS

NEW BUSINESS

A. 2222 35TH STREET – MAP AMENDMENT

2222 35TH STREET –
MAP AMENDMENT

Vice Chairman Ziemer announced the commencement of the public hearing for the petitions and the witness testifying for the Map Amendment was sworn in.

Planner Raman provided an overview of the map amendment and explained that the petition was first presented at the October 2, 2024 P&Z meeting. Due to attorney correspondence the petition was delayed.

Rob Day, representative for The Midwest Club HOA, 1100 Midwest Club Parkway explained that The Midwest Club HOA made an offer to purchase 2222 35th Street and they were contingent to purchase it. He explained that more than two-thirds of the HOA provided approval to annex the property into The Midwest Club. The next step would be to subdivide into three lots and close the existing entrance on 35th Street.

Member Wilczak revealed that he resides in The Midwest Club and did not see any conflict of interest in voting for the petition.

Member Cappetta questioned the notification to surrounding property owners. She asked to add a condition that if The Midwest Club was not the purchaser, that the map amendment would not be approved.

Motioned by Member Nimry, seconded by Member Cappetta to recommend approval of the requested map amendment, subject to the following conditions:

- The Midwest Club is the purchaser of the property.
- The new parcels are accessed through The Midwest Club, and the existing access to 35th Street shall be removed.
- The Official Zoning Map be amended and recording of the approval Ordinance by Village staff.

ROLL CALL:

Ayes: 5 – Vice Chairman Ziemer, Members Cappetta, Nimry, Pontrelli and Wilczak. Motion carried.

Absent: 2 - Chairman Iyer, Members Bulin, Hasan and DiBernardo

5.

VILLAGE OF OAK BROOK
Planning & Zoning Commission

STAFF REPORT

DATE: October 24, 2024

FILE NOS: 2024-16-ZO-MA

DESCRIPTION: Map amendment from R-1 to R-3

PETITIONERS: The Midwest Club
1100 Midwest Club Parkway
Oak Brook, IL 60523

LOCATION: North of 35th St and West of the intersection with Midwest Road.

ADDRESS: 2222 35th Street

ACREAGE: 2.58 acres

EXISTING ZONING/USE: R-1 Single-Family Detached Residence District, single-family home.

ZONING/USE OF SURROUNDING PROPERTY:

North:	R-3, Single-Family Detached Residence District, single family homes
South:	Midwest Road, Westmont
East:	R-3, Single-Family Detached Residence District, single family homes
West:	R-3, Single-Family Detached Residence District, single family homes

DISCUSSION:

The applicant, The Midwest Club (association), has submitted a petition seeking approval of a map amendment from R-1 to R-3 District. The 2.58 acre property located at 2222 35th Steet consists of a single-family home and a shed. The association is under contract to purchase the subject parcel. Once approved, the association intends to annex the property into The Midwest Club Association and subdivide into three parcels. The application was to be presented at the Planning and Zoning Commission meeting on October 2, 2024.

Staff received correspondence from the attorney representing Oakbrook Meadows, LLC (October 1, 2024) revoking their previously provided authorization for the Map Amendment application at 2222 35th Street. Since the notification of the public hearing was already published, posted, and distributed, the topic was on the Planning & Zoning agenda for October 2, 2024. At the meeting, staff advised the Commission of the revocation requesting the Midwest Club HOA to withdraw the map amendment application. Rob Day, the applicant, gave a presentation on the proposed Map Amendment.

STAFF REPORT – MAP AMENDMENT
THE MIDWEST CLUB – 2222 35TH ST
CASE NO. 2024-16-ZO-MA

Staff received a second authorization (October 15, 2024) from the attorney representing Oakbrook Meadows, LLC for this property to be discussed regarding a potential rezoning on behalf of the Midwest Club.

Please see the materials provided by the petitioner in the case file for a more detailed description and the rationale for this request.

STAFF ANALYSIS:

The subject parcel was annexed into Oak Brook, along with the Midwest Club and part of Saddle Brook, in 1963.

Comprehensive Plan. The subject property is identified as Single Family Residential in the Village’s 1990 Comprehensive Plan. Properties located to the north, east, and west are also identified as Single Family Residential. The Village’s 1990 Plan does not differentiate between different types of single-family land uses in terms of lot sizes and only specifies single-family and multi-family in the Plan. A color copy of the 1990 Plan has been provided as part of the staff report for review and reference purposes (listed as page 7.c.).

The Comprehensive Plan of 1990 shows the parcel zoned as R-1. The proposed map amendment of the subject parcel to R-3 will be consistent with the surrounding R-3 zoned parcels.

Zoning District Standards. The following table summarizes the dimensional standards in the existing R-1 district and the proposed R-3 district.

	<i>Existing Zoning: R-1 Single Family</i>	<i>Proposed Zoning: R-3 Single Family</i>
Minimum Lot Size	2 acres	25,000 sq ft
Minimum Lot Width	220 feet	100 feet
Front Setback	50 ft	40 ft
Side Setback	30 ft	12 ft
Rear Setback	100 ft	40 ft
Building Height	50 ft	40 ft

Vehicle Access. The existing home accesses 35th Street through a driveway which enters 35th Street right at a ninety-degree turn in the roadway. Staff would like to condition approval of the Map Amendment to specify that the higher density is only acceptable provided that the parcels are accessed through the Midwest Club, and that the existing access to 35th Street be removed.

STAFF REPORT – MAP AMENDMENT
THE MIDWEST CLUB – 2222 35TH ST
CASE NO. 2024-16-ZO-MA

Final Subdivision Plan. The attached Concept Plan was provided to identify a potential future subdivision proposal. This proposal includes a three (3) lot subdivision request consisting of lots that average 27,880 sq. ft. and includes an access drive. A Final Plat of Subdivision requires a separate submittal, review, and approval by the Village Board. Provided the Map Amendment is acceptable, staff will meet with the Association to determine the lot layouts and dimensions.

RESPONSIBILITIES OF HEARING BODIES:

The Planning & Zoning Commission has the responsibility to make a recommendation on this request for a map amendment. Please include in your consideration, your findings with respect to the standards specified in the Zoning Ordinance for a map amendment. The materials submitted by the applicant specifically addresses these standards.

CONCLUSION:

Based on the information provided, if it is the opinion of the Planning & Zoning Commission that the applicant has satisfied the applicable Ordinance requirements and factors for a map amendment, I would ask that the Commission provide an affirmative recommendation to approve the Map Amendment subject to the following:

- The new parcels are accessed through Midwest Club, and the existing access to 35th Street shall be removed.
- The Official Zoning Map be amended and recording of the approval Ordinance by Village staff.

Respectfully Submitted,



Rebecca Von Drasek
Director of Development Services

NOTICE IS HEREBY GIVEN that a public hearing before the Planning & Zoning Commission of the Village of Oak Brook, DuPage and Cook Counties, Illinois, will be held on Wednesday, November 6, 2024 at 6:30 p.m. in the Samuel E. Dean Board Room of the Butler Government Center, Village of Oak Brook, 1200 Oak Brook Road (31st Street and Spring Road), Oak Brook, Illinois 60523 for the purpose of considering an application from The Midwest Club HOA, 1100 Midwest Club Parkway, Oak Brook, Illinois 60523. The applicant is seeking a map amendment as provided for under Title 13 of the Zoning Ordinance of the Village of Oak Brook, Illinois, Ordinance G-60 as amended.

The petitioner is seeking the approval of a map amendment to rezone the 112,385 square-foot subject property - 2222 35th Street from the R-1 Single-Family Detached Residence District to the R-3 Single-Family Detached Residence District.

PARCEL NUMBER: 06-34-102-003

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

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

Netasha Scarpiniti

Village Clerk

Published at the direction of the Corporate Authorities and the Planning & Zoning Commission of the Village of Oak Brook, DuPage and Cook Counties, Illinois
Published in Daily Herald Oct. 17, 2024 (264953)

CERTIFICATE OF PUBLICATION

Paddock Publications, Inc.

Northwest Suburbs
Daily Herald

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

I further certify that the **Northwest Suburbs DAILY HERALD** is a newspaper as defined in "an Act to revise the law in relation to notices" as amended in 1992 Illinois Compiled Statutes, Chapter 715, Act 5, Section 1 and 5. That a notice of which the annexed printed slip is a true copy, was published 10/17/2024 in said **Northwest Suburbs DAILY HERALD**. This notice was also placed on a statewide public notice website as required by 5 ILCS 5/2.1.

BY

Designee of the Publisher of the Daily Herald

Control # 264953





VILLAGE OF
OAK BROOK
Illinois

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

October 16, 2024

Dear Resident:

The Oak Brook Planning & Zoning Commission and the Village Board will be considering a variation to the Zoning Regulations. All meetings scheduled are on the reverse side of this notice.

The application has been filed by: The Midwest Club

Agent: 1100 Midwest Club Parkway
Oak Brook, IL 60523

The property is located at: 2222 35th Street, Oak Brook

Also shown on the reverse side of this notice is a map** of the area to assist you in determining your relationship to the property in question.

The petitioner is seeking the approval of a map amendment to rezone the 112,385 square foot subject property from the R-1 Single-Family Detached Residence District to the R-3 Single-Family Detached Residence District.

If you desire more detailed information, please contact the Development Services Department at 630-368-5106 or 630-368-5103 between 8 AM-4 PM, Monday through Friday, except for holidays.

Sincerely,

Rebecca Von Drasek
Director, Development Services Department

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

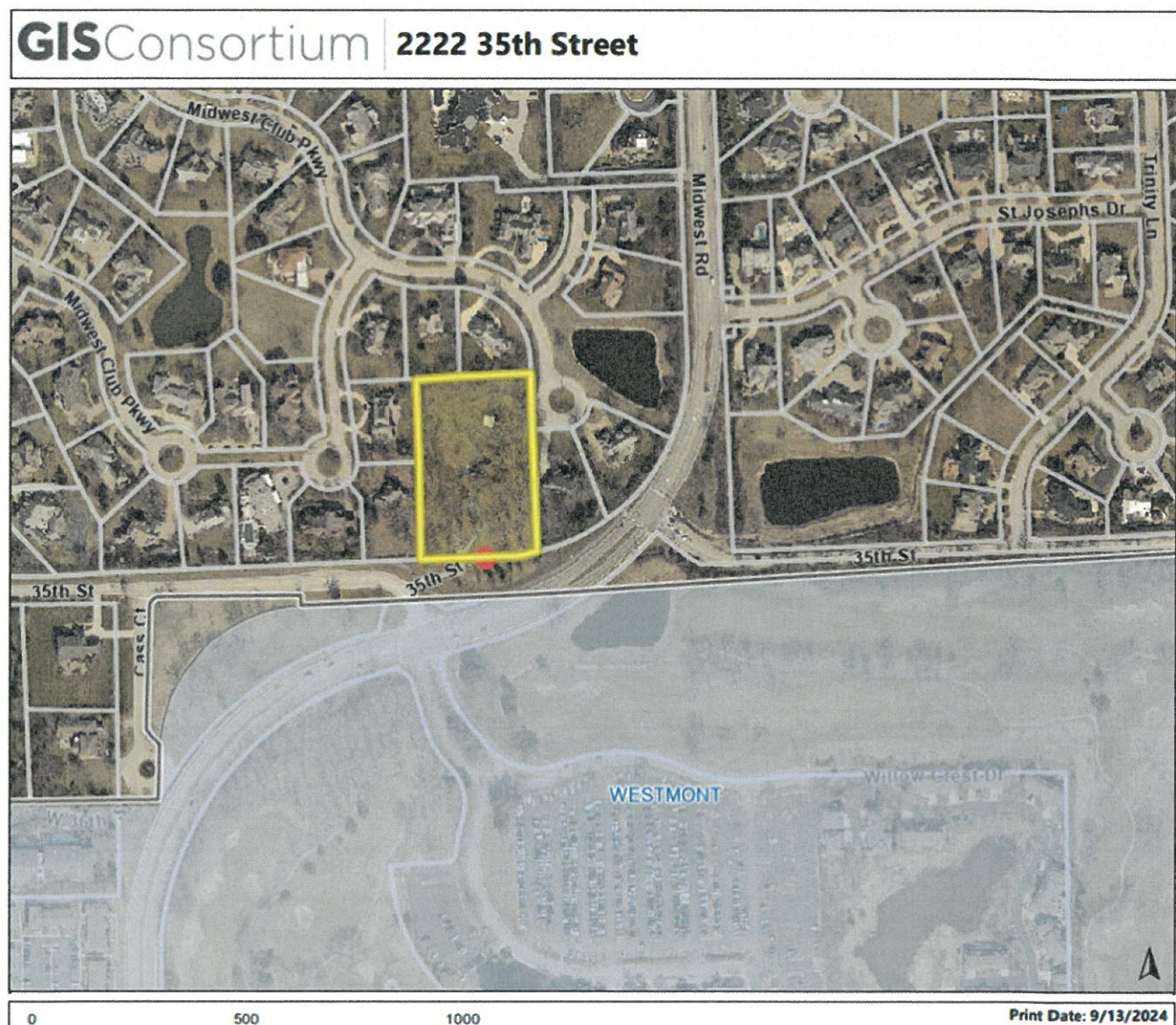
All meetings are held in the Butler Government Center of the Village of Oak Brook, located at 1200 Oak Brook Road (31st Street and Spring Road), Oak Brook, Illinois.

Planning & Zoning Commission*6:30 p.m., Wednesday, November 6, 2024

Board of Trustees Meeting 7:00 p.m., Tuesday, November 26, 2024***

*Public Hearing Body – Variation

***Tentative – Follows the completion of the Planning & Zoning Commission public hearing



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

847 - 490 - 9085 F
847 - 490 - 9098 O



1S450 Summit Ave.# 110 Oakbrook Terrace, IL 60181

October 15th, 2024

RE: 2222 35th Street, Oak Brook, IL 60523

To Whom It May Concern:

Please be advised that my office represents Oakbrook Meadows, LLC the owner of the real property commonly addressed as 2222 35th Street, Oak, Brook, IL 60523, in the sale of said real property to the prospective Purchaser, The Midwest Club. This correspondence is provided a fresh authorization for the Village to communicate with The Midwest Club and its agents regarding any rezoning or other municipal issues related to the contract between the parties for the sale of the Property. Please note that a previous authorization was provided on or about August 22nd, 2024, which authorization was revoked on or about October 1st, 2024.

Please feel free to contact me if you have any questions.

A handwritten signature in blue ink, appearing to read "Adnan Kagallwalla", followed by a long horizontal line extending to the right.

Regards,

Adnan Kagallwalla
Seller's Counsel
Kagalwalla Law Offices LLC
1S450 Summit Avenue, Suite 110
Oakbrook Terrace, IL 60181
(847) 490-9098
adnan@kagallaw.com



NAPERVILLE
114 East Van Buren Avenue
Naperville, IL 60540
phone 630 369 2700
facsimile 630 369 9279

CHICAGO
161 North Clark Street, Suite 1600
Chicago, IL 60601
phone 312 899 9989
www.kmlegal.com

Writer's Direct Dial (630) 369-2700 x 209
Writer's Email grc@kmlegal.com

October 2, 2024

VIA ELECTRONIC MAIL ONLY

rvondrasek@oak-brook.org

Village of Oak Brook Planning & Zoning Commission
1200 Oak Brook Road
Oak Brook, IL 60523
Attn: Ms. Rebecca Von Drasek, MPA

Re: Proposed Map Amendment R-1 to R-3 for Property at 2222 35th Street

Dear Ms. Von Drasek:

As you may recall, our office represents The Midwest Club ("Association") located in Oak Brook. As you know, the Association submitted an application to the Planning & Zoning Commission ("Commission") requesting that the Commission recommend to the Village Board a map amendment from R-1 to R-3 ("Map Amendment") for the property located at 2222 35th Street ("Property"). This Property is not currently part of the Association. While the Association does not own this Property, it submitted this request to the Village as the Association and the current Owner of the Property, Oakbrook Meadows LLC ("Owner"), are parties to a contract for the sale of the Property. In addition, the Owner provided the Village with a letter authorizing the Association and the Village to communicate directly related to any rezoning of the Property.

It recently has come to my attention that on October 1, 2024, the Owner revoked the authorization it previously granted to the Association and the Village. This was a unilateral and improper decision by the Owner. Despite the statements by the Owner's attorney that the parties' contract was terminated, this is not true. The Association disputes that the Owner had the legal right to terminate the contract for the sale of the Property. The Association further disputes that the Owner had the authority to revoke the letter of authorization. Therefore, if the parties cannot reach a resolution, the Association is prepared to proceed with all legal and equitable remedies available to it against the Owner to enforce the provisions of the contract.

I understand that this matter is scheduled to be before the Commission. I also understand that from our review of the Commission's agenda for this evening, that Staff would have recommended to the Commission the rezoning, if access to the Property was accessible through the Association. Please note that this would be a condition that the Association could meet, if the parties' contract for the sale of the Property closes. While the Property is not part of the Association, as part of the purchase of the Property, the Association *did* obtain the required approval of its members to allow the Property to be annexed into the Association. This approval by two-thirds (2/3) of the members of the Association was contingent on the Association owning the Property. Hence, for future reference, if any party other than the Association seeks to rezone the Property, it is doubtful that party would be able to meet this condition. The Board of Directors is doubtful that two-thirds (2/3) of the members would again agree to annex the Property into the Association, if it is owned by someone other than the Association. The approval granted by the Owners is exclusive to the Association.

Based on the above, the Association must resolve its dispute with the Owner, either amicably or through the judicial system, before the Map Amendment proceeds further. For this reason, the Association requests that the Commission table this matter so that the parties can resolve their dispute and/or to allow the Board of Directors for the Association to determine if its application should be withdrawn. ***Please confirm this request will be granted before the close of business today.***

The Association thanks you and the Commission for its time and attention to this matter. We are hopeful that once our dispute with the Owner is resolved, we can move the Map Amendment ahead, with the recommendation of the Commission.

Very truly yours,



GABRIELLA R. COMSTOCK
Attorney at Law

GRC/jdw

cc: The Midwest Club
Adnan Kagalwalla (adnan@kagallaw.com)
Damon Fisch (dmf@fisch.law)

847 - 490 - 9085 F
847 - 490 - 9098 O



1S450 Summit Ave.# 110 Oakbrook Terrace, IL 60181

October 1st, 2024

RE: 2222 35th Street, Oak Brook, IL 60523

To Whom It May Concern:

Please be advised that my office represents Oakbrook Meadows, LLC the owner of the real property commonly addressed as 2222 35th Street, Oak, Brook, IL 60523. My client previously had a contract with The Midwest Club to purchase the above-mentioned real property. However, this contract was terminated on September 6th, 2024, due to an inability to conclude the attorney modification period to both Parties' satisfaction. This correspondence, therefore, is provided to **revoke** the authorization previously given on August 22nd, 2024 to The Midwest Club by my client, to communicate with the Village of Oak Brook regarding any rezoning or other municipal issues related to the contract between the parties for the sale of the Property. The Seller respectfully requests that any such communication between the Village and The Midwest Club regarding my client's real property cease immediately.

Please feel free to contact me if you have any questions.

Regards,

A handwritten signature in blue ink, appearing to read "Adnan Kagalwalla", with a long horizontal flourish extending to the right.

Adnan Kagalwalla
Seller's Counsel
Kagalwalla Law Offices LLC
1S450 Summit Avenue, Suite 110
Oakbrook Terrace, IL 60181
(847) 490-9098
adnan@kagallaw.com

VILLAGE OF OAK BROOK
Planning & Zoning Commission

STAFF REPORT

DATE: September 18, 2024

FILE NOS: 2024-16-ZO-MA

DESCRIPTION: Map amendment from R-1 to R-3

PETITIONERS: The Midwest Club
1100 Midwest Club Parkway
Oak Brook, IL 60523

LOCATION: North of 35th St and West of the intersection with Midwest Road.

ADDRESS: 2222 35th Street

ACREAGE: 2.58 acres

EXISTING ZONING/USE: R-1 Single-Family Detached Residence District, single-family home.

ZONING/USE OF SURROUNDING PROPERTY:

North:	R-3, Single-Family Detached Residence District, single family homes
South:	Midwest Road, Westmont
East:	R-3, Single-Family Detached Residence District, single family homes
West:	R-3, Single-Family Detached Residence District, single family homes

DISCUSSION:

The applicant, The Midwest Club (association), has submitted a petition seeking approval of a map amendment from R-1 to R-3 District. The 2.58 acre property located at 2222 35th Steet consists of a single-family home and a shed. The association is under contract to purchase the subject parcel. Once approved, the association intends to annex the property into The Midwest Club Association and subdivide into three parcels.

Please see the materials provided by the petitioner in the case file for a more detailed description and the rationale for this request.

STAFF ANALYSIS:

The subject parcel was annexed into Oak Brook, along with the Midwest Club and part of Saddle Brook, in 1963.

STAFF REPORT – MAP AMENDMENT
THE MIDWEST CLUB – 2222 35TH ST
CASE NO. 2024-16-ZO-MA

Comprehensive Plan. The subject property is identified as Single Family Residential in the Village’s 1990 Comprehensive Plan. Properties located to the north, east, and west are also identified as Single Family Residential. The Village’s 1990 Plan does not differentiate between different types of single-family land uses in terms of lot sizes and only specifies single-family and multi-family in the Plan. A color copy of the 1990 Plan has been provided as part of the staff report for review and reference purposes (listed as page 7.c.).

The Comprehensive Plan of 1990 shows the parcel zoned as R-1. The proposed map amendment of the subject parcel to R-3 will be consistent with the surrounding R-3 zoned parcels.

Zoning District Standards. The following table summarizes the dimensional standards in the existing R-1 district and the proposed R-3 district.

	<i>Existing Zoning: R-1 Single Family</i>	<i>Proposed Zoning: R-3 Single Family</i>
Minimum Lot Size	2 acres	25,000 sq ft
Minimum Lot Width	220 feet	100 feet
Front Setback	50 ft	40 ft
Side Setback	30 ft	12 ft
Rear Setback	100 ft	40 ft
Building Height	50 ft	40 ft

Vehicle Access. The existing home accesses 35th Street through a driveway which enters 35th Street right at a ninety-degree turn in the roadway. Staff would like to condition approval of the Map Amendment to specify that the higher density is only acceptable provided that the parcels are accessed through the Midwest Club, and that the existing access to 35th Street be removed.

Final Subdivision Plan. The attached Concept Plan was provided to identify a potential future subdivision proposal. This proposal includes a three (3) lot subdivision request consisting of lots that average 27,880 sq. ft. and includes an access drive. A Final Plat of Subdivision is required, staff will meet with the Association to determine the lot layouts and dimensions.

RESPONSIBILITIES OF HEARING BODIES:

The Planning & Zoning Commission has the responsibility to make a recommendation on this request for a map amendment. Please include in your consideration, your findings with respect to the standards specified in the Zoning Ordinance for a map amendment. The materials submitted by the applicant specifically addresses these standards.

STAFF REPORT – MAP AMENDMENT
THE MIDWEST CLUB – 2222 35TH ST
CASE No. 2024-16-ZO-MA

CONCLUSION:

Based on the information provided, if it is the opinion of the Planning & Zoning Commission that the applicant has satisfied the applicable Ordinance requirements and factors for a map amendment, I would ask that the Commission provide an affirmative recommendation to approve the Map Amendment subject to the following:

- The new parcels are accessed through Midwest Club, and the existing access to 35th Street shall be removed.
- Recording of the document by Village Staff.

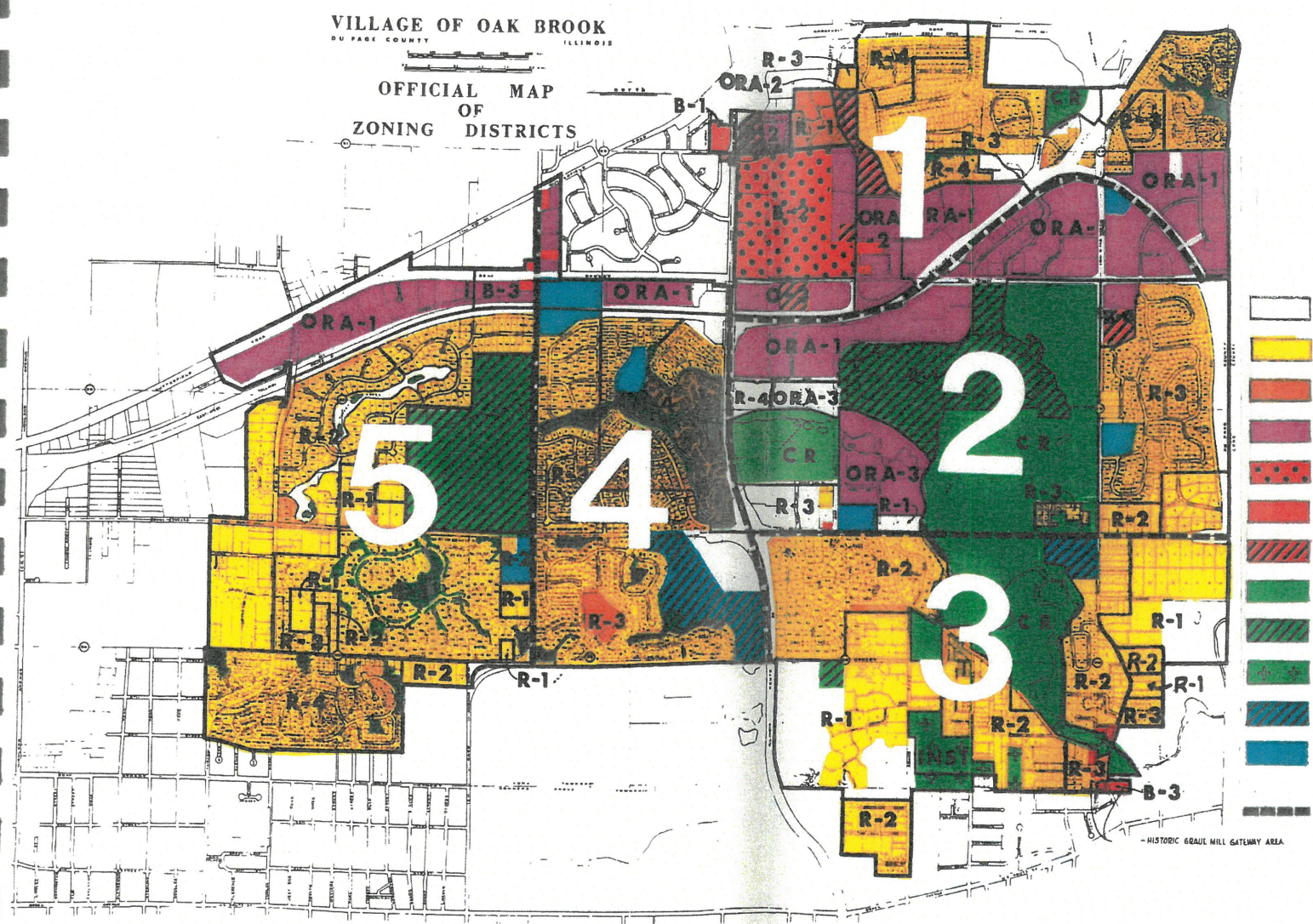
Respectfully Submitted,



Rebecca Von Drasek
Director of Development Services

OAK BROOK ILLINOIS

EXISTING LAND USE
COMPREHENSIVE PLAN



7.c.





OAK BROOK
Illinois

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

September 13, 2024

Dear Resident:

The Oak Brook Planning & Zoning Commission and the Village Board will be considering a variation to the Zoning Regulations. All meetings scheduled are on the reverse side of this notice.

The application has been filed by: ☒ The Midwest Club

Agent: 1100 Midwest Club Parkway
Oak Brook, IL 60523

The property is located at: 2222 35th Street, Oak Brook

Also shown on the reverse side of this notice is a map** of the area to assist you in determining your relationship to the property in question.

The petitioner is seeking the approval of a map amendment to rezone the 112,385 square foot subject property from the R-1 Single-Family Detached Residence District to the R-3 Single-Family Detached Residence District.

If you desire more detailed information, please contact the Development Services Department at 630-368-5106 or 630-368-5103 between 8 AM-4 PM, Monday through Friday, except for holidays.

Sincerely,

B. Von Arasch...

Rebecca Von Drasek
Director, Development Services Department

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

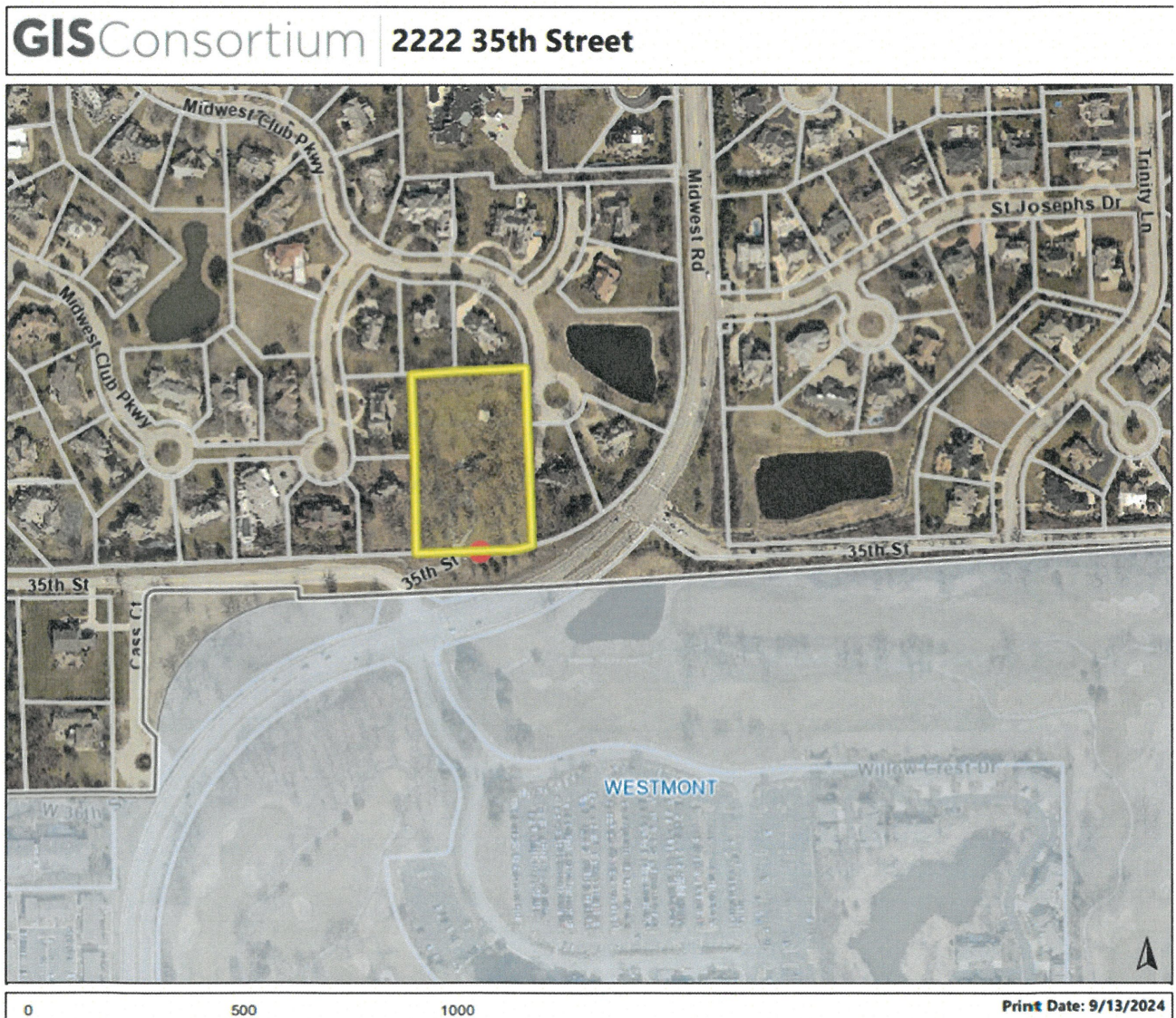
All meetings are held in the Butler Government Center of the Village of Oak Brook, located at 1200 Oak Brook Road (31st Street and Spring Road), Oak Brook, Illinois.

Planning & Zoning Commission*... 6:30 p.m., Wednesday, October 2, 2024

Board of Trustees Meeting 7:00 p.m., Tuesday, October 22, 2024***

*Public Hearing Body – Variation

***Tentative – Follows the completion of the Planning & Zoning Commission public hearing



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

NOTICE IS HEREBY GIVEN that a public hearing before the Planning & Zoning Commission of the Village of Oak Brook, DuPage and Cook Counties, Illinois, will be held on Wednesday, October 2, 2024 at 6:30 p.m. in the Samuel E. Dean Board Room of the Butler Government Center, Village of Oak Brook, 1200 Oak Brook Road (31st Street and Spring Road), Oak Brook, Illinois 60523 for the purpose of considering an application from The Midwest Club HOA, 1100 Midwest Club Parkway, Oak Brook, Illinois 60523. The applicant is seeking a map amendment as provided for under Title 13 of the Zoning Ordinance of the Village of Oak Brook, Illinois, Ordinance G-60 as amended.

The petitioner is seeking the approval of a map amendment to rezone the 112,385 square-foot subject property - 2222 35th Street from the R-1 Single-Family Detached Residence District to the R-3 Single-Family Detached Residence District.

PARCEL NUMBER: 06-34-102-003

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

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

Nefasha Scarpiniti

Village Clerk

Published at the direction of the Corporate Authorities and the Planning & Zoning Commission of the Village of Oak Brook, DuPage and Cook Counties, Illinois
Published in Daily Herald Sep. 17, 2024 (260571)

CERTIFICATE OF PUBLICATION

Paddock Publications, Inc.

DuPage County Daily Herald

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

I further certify that the **DuPage County DAILY HERALD** is a newspaper as defined in "an Act to revise the law in relation to notices" as amended in 1992 Illinois Compiled Statutes, Chapter 715, Act 5, Section 1 and 5. That a notice of which the annexed printed slip is a true copy, was published 09/17/2024 in said **DuPage County DAILY HERALD**. This notice was also placed on a statewide public notice website as required by 5 ILCS 5/2.1.

BY

Designee of the Publisher of the Daily Herald

Control # 260571





OAK BROOK
Illinois

ITEM 5.D.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
September 24, 2024

SUBJECT: 2222 35th Street – The Midwest Club HOA – Map Amendment

FROM: Rebecca Von Drasek, Development Services Director

BUDGET SOURCE/BUDGET IMPACT: N/A

RECOMMENDED MOTION: I move to refer the request for rezoning from R-1 Single-Family Residence District to R-3 Single-Family District to the Planning & Zoning Commission for public hearing and recommendation.

Background/History:

The Midwest Club HOA, a contract purchaser of the subject property, has submitted a petition requesting approval of a rezoning request from R-1 Single-Family Residence District to R-3 Single-Family District for the property located at 2222 35th Street. The property is approximately 2.5 acres and is located on the north side of 35th Street, west of the intersection with Midwest Road. This property is improved with a vacant single-family home, which would be demolished as part of the subdivision approval.

The petitioner is requesting approval of a rezoning request for R-3 Single Family that would permit and allow a minimum lot size of 25,000 sq. ft. in this zoning classification. The R-1 Single-Family district requires a lot area of 2.0-acres.

Recommendation:

Staff recommends that the Village Board refer the Map Amendment for rezoning from R-1 Single-Family Residence District to R-3 Single-Family District to the Planning & Zoning Commission (P&Z) for public hearing, review and recommendation.

Attachments:

1. REF_BOT_TheMidwestClub_Map Amendment Application

13-6A-3: LOT AREA REQUIREMENTS – R-1:

A. Lot Area: Except as otherwise required in this title for a specific use, not less than two (2) acres.

B. Lot Width: Not less than two hundred twenty feet (220') within the buildable area.

C. Floor Area Ratio: Not to exceed 0.4 for nonresidential uses.

D. Structure Height:

1. Residential uses: Not more than fifty feet (50'), except for continuous flat roofs, which shall be not more than thirty five feet (35') to the top of any parapet wall. However, where residential building heights exceed thirty feet (30'), the highest space that can be occupied must have an emergency escape and rescue opening at a maximum elevation of thirty two feet (32') above grade.

2. Nonresidential uses: Not more than forty five feet (45') excluding village owned communication towers, which may not exceed a height of one hundred twenty feet (120').

E. Ground Floor Area Per Dwelling:

1. One story: Not less than two thousand (2,000) square feet.

2. Bilevel: Not less than one thousand eight hundred (1,800) square feet.

3. Dwellings having more than one story: Not less than one thousand five hundred (1,500) square feet.

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

1. Front: Not less than fifty feet (50') in depth, except front yards abutting York and Cermak Roads shall have a depth of not less than one hundred feet (100').

2. Side: Not less than thirty feet (30') in depth, except: a) a side yard abutting a street shall be not less than fifty feet (50') in depth, and for nonresidential uses each interior side yard shall be increased by not less than two feet (2') for each one foot (1') of structure height over thirty feet (30').

3. Rear: Not less than one hundred feet (100') in depth. (Ord. G-60, 3-22-1966; Ord. G-616, 8-11-1998; Ord. G-730, 9-23-2003; Ord. G-93

13-6C-3: LOT AREA REQUIREMENTS R-3:

A. Reduction Of Lot Area: Not less than twenty five thousand (25,000) square feet, except that in subdivisions of eighty (80) acres or more in area, the lot area may be reduced to one-half ($\frac{1}{2}$) acre provided that lands equal to ten percent (10%) of the total area be dedicated to the village, or agency approved by the village board, for park or recreational uses and no portion of which shall be less than four (4) acres. The dedicated land shall be appropriate for park or recreational uses, and shall not include wet drainageways in excess of twenty five percent (25%) of the total dedicated area.

B. Lot Width: Not less than one hundred feet (100') within the buildable area.

C. Floor Area Ratio: Not to exceed 0.4 for nonresidential uses.

D. Structure Height:

1. Residential Uses: Not more than forty feet (40') except for continuous flat roofs, which shall be not more than thirty feet (30') to the top of any parapet wall. However, where residential building heights exceed thirty feet (30'), the highest space that can be occupied must have an emergency escape and rescue opening at a maximum elevation of thirty two feet (32') above grade.

2. Institutional And Other Nonresidential Uses: Not more than forty five feet (45').

E. Ground Floor Area Per Dwelling:

1. One story: Not less than one thousand five hundred (1,500) square feet.

2. Bilevel: Not less than one thousand three hundred (1,300) square feet (floors at grade and above basement).

3. Dwellings having more than one story: Not less than one thousand (1,000) square feet.

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

1. Front: Not less than forty feet (40') in depth.

2. Side: Not less than twelve feet (12') in depth except:

a. A side yard abutting a street shall be not less than forty feet (40') in depth;

b. To accommodate a side load garage, the minimum side yard setback (on 1 side yard) must be at least twenty three feet (23'); the width of the pavement opposite of the garage door must be a minimum of twenty three feet (23');

c. For nonresidential uses each side yard abutting a street shall be not less than fifty feet (50') in depth and each interior side yard shall be not less than thirty feet (30') in depth and increased by not less than two feet (2') for each one foot (1') of structure height over thirty feet (30').

3. Rear: Not less than forty feet (40') in depth. (Ord. G-60, 3-22-1966; Ord. G-83, 4-9-1968; Ord. G-203, 12-14-1976; Ord. G-730, 9-23-2003; Ord. G-977, 8-14-2012)



VILLAGE OF OAK BROOK
1200 OAK BROOK ROAD
OAK BROOK, IL 60523
630-368-5106

**PETITION APPLICATION for
PUBLIC HEARING**

ZONING ORDINANCE:

☐ APPEAL (\$300)

☐ VARIATION (\$750)

☒ AMENDMENT (\$750)

☐ SPECIAL USE (\$750)

☐ CERTIFICATE OF APPROPRIATENESS (\$500)

STORMWATER: ☐ VARIATION (\$750)

PUBLIC HEARING SIGNS (\$50- each lotfrontage) ☒ - Enter Number of Street Frontages/Per Parcel

APPLICANT TO COMPLETE

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

LOCATION OF

SUBJECT PROPERTY 2222 35th Street

PERMANENT PARCEL NO* 06-34-102-003

LOT NO. _____ SUBDIVISION _____

LEGAL ADDRESS* 2222 35th Street, Oak Brook, IL

ZONING DISTRICT R1 ZONING ORDINANCE SECTION _____ ACTION REQUESTED R1 to R3

PROPERTY INTEREST OF APPLICANT:

OWNER ☐

CONTRACT PURCHASER ☒

AGENT ☐

OWNER(S) OF RECORD Oakbrook Meadows, LLC.

PHONE 847-490-9098

ADDRESS 2222 35th Street

CITY Oak Brook

STATE IL

ZIP 60523

BENEFICIARY(IES) OF TRUST _____

PHONE _____

ADDRESS _____

CITY _____

STATE _____

ZIP _____

NAME OF APPLICANT (and Billing Information) The Midwest Club

PHONE 630-655-9002

ADDRESS 1100 Midwest Club Parkway

CITY Oak Brook

STATE IL

ZIP 60523

Contact Name and E-mail Address(s) Rob Day or Bev Taylor midwestclub@comcast.net

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

Beverly M. Taylor
Signature of Owner

8/23/24
Date

Beverly M. Taylor, President of The Midwest Club
Signature of Applicant

8/23/24
Date

Signature of Applicant

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

Date Filed 8/23/24

Fee Paid \$ 0 HOA

Receipt No. _____

Received By CC

Board of Trustees (Referral) 9/24/24 Notice Published 9/17/24 Newspaper Daily Herald

Adj. Property Owners Notified 9/16/24

PUBLIC HEARING DATES: Planning & Zoning Commission 10/2/24

Board of Trustees 10/22/24

Board of Trustees
(Approval of Ordinance)

SIGNED - VILLAGE CLERK Petashae

Date 9/20/24

From: Jon Wassell <jdww@kmlegal.com>

Sent: Friday, September 20, 2024 7:34 AM

To: Rebecca Von Drasek, MPA <rvondrasek@oak-brook.org>

Subject: 2222 35th Street Parcel-Request by the Midwest Club to Re-Zone from R-1 to R-3

You don't often get email from jdww@kmlegal.com. [Learn why this is important](#)

CAUTION: This email message originated from outside of the Village's email system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Director Von Drasek,

As you may recall, our office represents The Midwest Club ("Association"). The Association has requested that our office provide this correspondence pertaining to its pending purchase of the property at 2222 35th Street, Oak Brook, IL. Currently, the property is zoned as R-1. The Association is hereby requesting that the Village re-zone this property from R-1 to R-3, as the Association intends, upon completion of the closing, to thereafter annex the property into the Association and develop it with multiple properties, which is only possible under the R-3 designation. The Association's Board of Directors has received approval from 2/3rds of the Association's ownership to acquire this property and to and to annex it into the Association. Should you or the Village require any other information to proceed with considering and hopefully approving the re-zoning of this property, please do not hesitate to contact me.

Thank you for your time and attention to this matter.

Kindly,

Jonathan

Jonathan D. Wassell —Attorney
DIRECT DIAL: 630-369-2700 x254

NAPERVILLE
114 East Van Buren
Naperville, IL 60540

CHICAGO
161 North Clark #1600
Chicago, IL 60601

847 - 490 - 9085 F
847 - 490 - 9098 O



1S450 Summit Ave. #110 Oakbrook Terrace, IL 60181

August 22nd, 2024

RE: 2222 35th Street, Oak Brook, IL 60523

To Whom It May Concern:

Please be advised that my office represents Oakbrook Meadows, LLC the owner of the real property commonly addressed as 2222 35th Street, Oak, Brook, IL 60523, in the sale of said real property to the prospective Purchaser, The Midwest Club. This correspondence is provided as authorization for the Village to communicate with The Midwest Club and its agents regarding any rezoning or other municipal issues related to the contract between the parties for the sale of the Property. Please feel free to contact me if you have any questions.

Regards,

A handwritten signature in black ink, appearing to read "Adnan Kagalwalla", is written over a long, horizontal, slightly wavy line that extends across the page.

Adnan Kagalwalla
Seller's Counsel
Kagalwalla Law Offices LLC
1S450 Summit Avenue, Suite 110
Oakbrook Terrace, IL 60181
(847) 490-9098
adnan@kagallaw.com

ZONING AMENDMENT FACTORS

- a. The character of the neighborhood

RESPONSE: Originally envisioned as part of The Midwest Club by the original developer, Amoco Oil Company of Chicago, IL.

- b. The extent to which property values are diminished by the particular zoning restrictions;

RESPONSE: The value of the property is diminished because it is an R1.

- c. The extent to which the removal of the existing limitations would depreciate the value of other property in the area;

RESPONSE: No diminishing of surrounding property. This would improve property values.

- d. The suitability of the property for the zoned purposes.

RESPONSE: Preliminary site plan already prepared and included.

- e. The existing uses and zoning of nearby property.

RESPONSE: R3 and part of The Midwest Club Subdivision

- f. The length of time under the existing zoning that the property has remained unimproved, considered in the context of land development;

RESPONSE: 2019

- g. The relative gain to the public as compared to the hardship imposed on the individual property owner;

RESPONSE: N/A

- h. The extent to which the proposal promotes the health, safety, morals or general welfare of the public;

RESPONSE: Safety will be enhanced by eliminating 35th street access.

- i. The relationship of the proposed use to the Comprehensive Plan; and

RESPONSE: To be included in The Midwest Club subdivision as originally planned.

- j. The community need for the use proposed by the property owner

RESPONSE: Safety and protection of property values in The Midwest Club.

NAMES OF SURROUNDING PROPERTY OWNERS

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

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

NAME OF PROPERTY OWNER	MAILING ADDRESS OF PROPERTY OWNER	PROPERTY ADDRESS	PARCEL NUMBER
Dr. Carl Eybel	1711 Midwest Club Parkway	Same	
Dr. Sandeep Amin	1712 Midwest Club Parkway	Same	
Mr. Hitesh Patel	1713 Midwest Club Parkway	Same	
Dr. Firdausi Mazda	1714 Midwest Club Parkway	Same	
Mr. Ryan Bailey	1715 Midwest Club Parkway	Same	
Ee-Mooi Tan	1716 Midwest Club Parkway	Same	
Westmont Park Dist.	75 E. Richmond Ave Westmont 60559		
Oakbrook Meadows	423 Shadow Creek Ct. Naperville IL 60540		
OBH Hotel owner	3500 Midwest Rd Oakbrook IL 60523		

(Attach additional sheets if necessary)

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

- Page 104 of 339

Legal Description

LOT 5 IN MIDWEST ESTATES, A SUBDIVISION IN THE EAST HALF OF THE SOUTH WEST QUARTER OF THE NORTH WEST FRACTIONAL QUARTER OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 23, 1958, AS DOCUMENT 895798, IN DUPAGE COUNTY, ILLINOIS.



The left side of the image is an aerial photograph of the property, showing a large, green, grassy lot with a small, brown, single-story building in the background. The right side is a map of the area, showing the property's location relative to surrounding streets and landmarks. The map includes labels for '35th St', 'Cass Ave', 'St Joseph's St', and 'Madison Rd'. A red pin marks the property's location on the map.

Exacta Land Surveyors, LLC
PLS# 184008059
 o: 773.305.4011
 316 East Jackson Street | Morris, IL 60450



The site plan for Lot 5 (114,497 SQ. FT.) shows a 1-story residence and a garage. The residence has a patio and is situated on a lot with a driveway labeled 'ASPH D/W'. The plan includes various dimensions and setbacks:

- North Boundary:** 269.98' (R) N 85°11'14" E 270.75' (C). Setbacks: 0.5' ON, 10' P.U. & D.E., 1.1' ON.
- East Boundary:** 415.88' (R) S 4°30'25" E 415.88' (C). Setbacks: 0.1' OFF, 3/4" FIP, 1.1' ON.
- South Boundary:** 587.94' (R) WEST R/W LINE MIDWEST RD. Setbacks: 2.1' OFF, 3/4" FIP 6.4' N. & ONLINE.
- West Boundary:** 423.00' (R) N 4°40'17" W 427.28' (C). Setbacks: 0.6' OFF, 3/4" FIP, 40.0'.
- Internal Dimensions:**
 - Garage: 90.0' x 95.4'.
 - Residence: 87.0' x 102.5'.
 - Driveway: 178.4'.
 - Other setbacks: 96.5', 102.6', 105.3', 10' U.E., 50' S.B.L., 1.47.8'.

The plan also shows a dashed line for '35TH STREET (80' R/W)' and a north arrow pointing upwards. A graphic scale indicates 1 inch = 80 feet.

■

PROPERTY ADDRESS:
2222 35TH STREET, OAK BROOK, ILLINOIS 60523

SURVEY NUMBER: IL2107.5760

CERTIFIED TO:
OAK BROOK MEADOWS LLC; ERIC J. MILLER LAW GROUP, LTD...;

DATE OF SURVEY: 08/24/21

BUYER: OAK BROOK MEADOWS LLC

LENDER:

TITLE COMPANY: ERIC J. MILLER LAW GROUP, LTD..

TITLE COMMITMENT:

CLIENT FILE NO:

LEGAL DESCRIPTION:
LOT 5 IN MIDWEST ESTATES, A SUBDIVISION IN THE EAST HALF OF THE SOUTH WEST QUARTER OF THE NORTH WEST FRACTIONAL QUARTER OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 23, 1958, AS DOCUMENT 895798, IN DUPAGE COUNTY, ILLINOIS.

FLOOD ZONE INFORMATION:

- GENERAL SURVEYORS NOTES:
1. The Legal Description used to perform this survey was supplied by others. This survey does not determine nor imply ownership of the lands or any fences shown hereon. Unless otherwise noted, an examination of the abstract of title was NOT performed by the signing surveyor to determine which instruments, if any, are affecting this property.

2. The purpose of this survey is to establish the boundary of the lands described by the legal description provided and to depict the visible improvements thereon for a pending financial transaction. Underground footings, utilities, or other service lines, including roof eave overhangs were not located as part of this survey. Unless specifically stated otherwise the purpose and intent of this survey is not for any construction activities or future planning.

3. If there is a septic tank or drain field shown on this survey, the location depicted hereon was either shown to the surveyor by a third party or it was estimated by visual above ground inspection. No excavation was performed to determine its location.

4. This survey is exclusively for a pending financial transaction and only to be used by the parties to whom it is certified.

5. Alterations to this survey map and report by other than the signing surveyor are prohibited.

6. Dimensions are in feet and decimals thereof.

7. Any FEMA flood zone data contained on this survey is for informational purposes only. Research to obtain said data was performed at www.fema.gov and may not reflect the most recent information.

8. Unless otherwise noted “SET” indicates a set iron rebar, 5/8 inch in diameter and eighteen inches long.

9. The symbols reflected in the legend and on this survey may have been enlarged or reduced for clarity. The symbols have been plotted at the approximate center of the field location and may not represent the actual shape or size of the feature.

10. Points of Interest (POI’s) are select above-ground improvements, which may appear in conflict with boundary, building setback or easement lines, as defined by the parameters of this survey. These POI’s may not represent all items of interest to the viewer. There may be additional POI’s which are not shown or called-out as POI’s, or which are otherwise unknown to the surveyor.

11. Utilities shown on the subject property may or may not indicate the existence of recorded or unrecorded utility easements.

12. The information contained on this survey has been performed exclusively by and is the sole responsibility of Exacta Land Surveyors, LLC. Additional logos or references to third party firms are for informational purposes only.

13. Due to varying construction standards, house dimensions are approximate and are not intended to be used for new construction or planning.

14. Surveyor bearings are used for angular reference and are used to show angular relationships of lines only and are not related or orientated to true or magnetic north. Bearings are shown as surveyor bearings, and when shown as matching those on the subdivision plats on which this survey is based, they are to be deemed no more accurate as the determination of a north orientation made on and for those original subdivision plats. North 00 degrees East is assumed and upon preparation of this plat, the resulting bearing between found points as shown on this survey is the basis of said surveyor bearings as defined and required to be noted by Illinois Administrative Code Title 68, Chapter VII, Sub-Chapter B, Part 1270, Section 1270.56, Paragraph B, Sub-Paragraph 6, Item k.

15. THIS SURVEY IS A PROFESSIONAL SERVICE IN COMPLIANCE WITH THE MINIMUM STANDARDS OF THE STATE OF ILLINOIS. NO IMPROVEMENTS SHOULD BE MADE ON THE BASIS OF THIS PLAT ALONE. PLEASE REFER ALSO TO YOUR DEED, TITLE POLICY AND LOCAL ORDINANCES. COPYRIGHT BY EXACTA ILLINOIS SURVEYORS. THIS DOCUMENT MAY ONLY BE USED BY THE PARTIES TO WHICH IT IS CERTIFIED. PLEASE DIRECT QUESTIONS OR COMMENTS TO EXACTA ILLINOIS SURVEYORS, INC. AT THE PHONE NUMBER SHOWN HEREON.
- SURVEYORS LEGEND:

LINETYPES

Boundary Line

Center Line

Chain Link or Wire Fence

Easement

Edge of Water

Iron Fence

Overhead Lines

Structure

Survey Tie Line

Vinyl Fence

Wall or Party Wall

Wood Fence

SURFACE TYPES

Asphalt

Brick or Tile

Concrete

Covered Area

Water

Wood

SYMBOLS

Benchmark

Center Line

Central Angle or Delta

Common Ownership

Control Point

Catch Basin

Elevation

Fire Hydrant

Find or Set Monument

Guywire or Anchor

Manhole

Tree

Utility or Light Pole

Well

ABBREVIATIONS

(C) - Calculated

(D) - Deed

(F) - Field

(M) - Measured

(P) - Plat

(S) - Survey

A/C - Air Conditioning

AE - Access Easement

ANE - Anchor Easement

ASBL - Accessory Setback Line

B/W - Bay/Box Window

BC - Block Corner

BFP - Backflow Preventer

BLDG - Building

BLK - Block

BM - Benchmark

BR - Bearing Reference

BRL - Building Restriction Line

BSMT - Basement

C - Curve

C/L - Center Line

C/P - Covered Porch

C/S - Concrete Slab

CATV - Cable TV Riser

CB - Concrete Block

CH - Chord Bearing

CHIM - Chimney

CLF - Chain Link Fence

CME - Canal Maintenance Easement

CO - Clean Out

CONC - Concrete

COR - Corner

CS/W - Concrete Sidewalk

CUE - Control Utility Easement

CVG - Concrete Valley Gutter

D/W - Driveway

DE - Drainage Easement

DF - Drain Field

DH - Drill Hole

DUE - Drainage & Utility Easement

ELEV - Elevation

EM - Electric Meter

ENCL - Enclosure

ENT - Entrance

EOP - Edge of Pavement

EOW - Edge of Water

ESMT - Easement

EUB - Electric Utility Box

F/DH - Found Drill Hole

FCM - Found Concrete Monument

FF - Finished Floor

FIP - Found Iron Pipe

FIPC - Found Iron Pipe & Cap

FIR - Found Iron Rod

FIRC - Found Iron Rod & Cap

FN - Found Nail

FN&D - Found Nail & Disc

FRRSPK - Found Rail Road Spike

GAR - Garage

GM - Gas Meter

ID - Identification

IE/EE - Ingress/Egress Easement

ILL - Illegible

INST - Instrument

INT - Intersection

IRRE - Irrigation Easement

L - Length

LAE - Limited Access Easement

LB# - License No. (Business)

LBE - Limited Buffer Easement

LE - Landscape Easement

LME - Lake/Landscape Maintenance Easement

LS# - License No. (Surveyor)

MB - Map Book

ME - Maintenance Easement

MES - Mitered End Section

MF - Metal Fence

MH - Manhole

NR - Non-Radial

NTS - Not to Scale

NAVD88 - North American Vertical Datum 1988

NGVD29 - National Geodetic Vertical Datum 1929

OG - On Ground

ORB - Official Records Book

ORV - Official Record Volume

O/A - Overall

O/S - Offset

OFF - Outside Subject Property

OH - Overhang

OHL - Overhead Utility Lines

ON - Inside Subject Property

P/E - Pool Equipment

PB - Plat Book

PC - Point of Curvature

PCC - Point of Compound Curvature

PCP - Permanent Control Point

PI - Point of Intersection

PLS - Professional Land Surveyor

PLT - Planter

POB - Point of Beginning

POC - Point of Commencement

PRC - Point of Reverse Curvature

PRM - Permanent Reference Monument

PSM - Professional Surveyor & Mapper

PT - Point of Tangency

PUE - Public Utility Easement

R - Radius or Radial

R/W - Right of Way

RES - Residential

RGE - Range

ROE - Roof Overhang Easement

RP - Radius Point

S/W - Sidewalk

SBL - Setback Line

SCL - Survey Closure Line

SCR - Screen

SEC - Section

SEP - Septic Tank

SEW - Sewer

SIRC - Set Iron Rod & Cap

SMWE - Storm Water Management Easement

SN&D - Set Nail and Disc

SQFT - Square Feet

STL - Survey Tie Line

STY - Story

SV - Sewer Valve

SWE - Sidewalk Easement

TBM - Temporary Bench Mark

TEL - Telephone Facilities

TOB - Top of Bank

TUE - Technological Utility Easement

TWP - Township

TX - Transformer

TYP - Typical

UE - Utility Easement

UG - Underground

UP - Utility Pole

UR - Utility Riser

VF - Vinyl Fence

W/C - Witness Corner

W/F - Water Filter

WF - Wood Fence

WM - Water Meter/Valve Box

WV - Water valve

EXACTA

Land Surveyors, LLC

Exacta Land Surveyors, LLC

PLS# 184008059

o: 773.305.4011

316 East Jackson Street | Morris, IL 60450

SEE PAGE 1 OF 2 FOR MAP OF PROPERTY

PAGE 2 OF 2 - NOT VALID WITHOUT ALL PAGES

Page 107 of 339



ITEM 9.A.1.

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

AGENDA ITEM

Board of Trustees Regular Meeting
of
November 12, 2024

SUBJECT: RESOLUTION R-2239, A Resolution Approving and Authorizing the Purchase of Insurance Benefits For Employees

FROM: Shelley Henn, Benefits Administrator

BUDGET SOURCE/BUDGET IMPACT: Various, based on employee benefit selection.. The FY 2025 budget includes sufficient funds to cover said benefits.

RECOMMENDED MOTION: I move to approve Resolution R-2239, A Resolution Approving and Authorizing the Purchase of Insurance Benefits for Employees for the Plan Year Starting January 1, 2025, through December 31, 2025.

Background/History:

Having moved from self to fully-insured coverage in calendar year 2023, the Village is now looking to a third year offering a fully-insured group plan for 2025 Plan Year. Group health plan coverage continues to be provided by Blue Cross Blue Shield of Illinois (BCBSIL) to eligible Village employees.

MEDICAL: The 1/1/2025 BCBSIL proposal presented for the HMO and PPO is a blended unified fully insured renewal. The BCBS overall final proposal is a 3.40% increase for the unified HMO and PPO plans.

Currently, the PPO plan for non-represented staff is split with employees paying 20% of the total premium through payroll deductions while the Village pays 80% of the premium, with a split of 27.5%/72.5% for employee and dependents coverage. The HMO is split 10%/90%. As a lower cost plan, the reduced premium split for employees enrolled in the HMO was enacted for the 2023 plan year with the goal of encouraging new enrollment as well as transition of existing enrollments to the HMO plan. As in prior years, plan information is communicated to participants with the Village's insurance broker VistaNational, part of the Brown & Brown team, hosting educational meetings with staff to educate them on the potential savings realized from a change to HMO.

DENTAL: The dental insurance market continues to be fluid. To remain with the current vendor, Ameritas, renewal quotes returned a 9.5% premium increase without enhancement to the plan design. Alternate favorable quotes were received from Humana and Sun Life, while 11 of 15 insurers declined to quote or were otherwise non-responsive, eliminating 73% of the regional market.

Humana provided the lowest quote, with a 4.39% reduction over current year premiums, while Sun Life presented a 3.87% reduction over the current year. Variance between the two favorable quotes is \$807 in estimated annual premium based on current enrollment.

In plan design, Humana's quote represents a reduction of benefits with the elimination of rollover provisions and reduced orthodontia benefits, as well as an increase in annual deductible. Sun Life's quote increases rollover provisions from present-day amount, and maintains orthodontia coverage levels. Sun Life has also agreed to waive the annual deductible as part of the quote to the Village.

In moving to Sun Life as the recommended dental insurance carrier for the 2025 plan year, the Village will maintain a like-to-better level of benefit, slightly increased network of providers, and an estimated \$5,981.76 reduction in annual premium paid.

LIFE/AD&D: BCBS has presented a 3.82% increase for the new term, with a guaranteed rate lock for 36 months.

VISION: The rate for insurance through EyeMed is locked in until 01/01/2027. There is no increase at this time.

Open enrollment will be conducted online through Employee Navigator for a second year. Employee engagement with offered benefit options and employee driven demographic data maintenance continues with year-round access to the insurance package offered by the Village.

Open Enrollment for the new term will be held at Village Hall starting with a presentation to staff in mid-November and enrollment elections must be submitted to HR by December 6, 2024. Plan changes take effect 1/1/2025.

Recommendation:

Staff recommends that the Village Board approve Resolution R-2239, A Resolution Approving and Authorizing the Purchase of Insurance Benefits For Employees for the plan year starting January 1, 2025, through December 31, 2025.

Attachments:

1. 2024.11.12 2024 PL IS R 2239

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

RESOLUTION
2024-PL-IS-R-2239

A RESOLUTION APPROVING AND
AUTHORIZING THE PURCHASE
OF INSURANCE BENEFITS FOR
EMPLOYEES

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

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

Village Board

Published in pamphlet form by authority of the
President and the Board of Trustees of the Village of Oak Brook
on this the 12th day of November, 2024

RESOLUTION 2024-PL-IS-R-2239

**A RESOLUTION APPROVING AND AUTHORIZING THE PURCHASE OF
INSURANCE BENEFITS FOR EMPLOYEES**

WHEREAS, the Village provides its employees with health, dental, and life insurance benefits (collectively, “**Insurance plans**”); and

WHEREAS, the Village currently purchase health insurance and term life insurance coverage, third-party administrator services, and stop loss insurance from BlueCross Blue Shield of Illinois (collectively, “**BCBS Plans**”); and

WHEREAS, the Insurance Plans are up for annual renewal; and

WHEREAS, instead of putting the purchase of the Insurance Plans out to bid or request for competitive proposals, the Village Board has again retained Vista National Insurance Group, Inc. to market the Insurance Plans to various insurance providers to obtain the most advantageous Insurance Plans for the Village; and

WHEREAS, because the Village retained Vista National Insurance Group, Inc. to obtain quotes from various insurance providers, and the Village Board believes that Vista National Insurance Group, Inc. has negotiated for the purchase of Insurance Plans that are advantageous to the Village, Village staff has recommended that the Village waive competitive bidding for the purchase of the Insurance Plans; and

WHEREAS, Village staff has recommended the Village Board renew the BCBS Plans so that they continue through December 2025; and

WHEREAS, the President and Board of Trustees, being fully advised in the premises, have determined that it is in the best interests of the Village and its residents to so waive competitive bidding and to approve the Insurance plans, all subject to the appropriation of sufficient funds for the Insurance Plans in the future fiscal year;

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

Section 1: Recitals. The foregoing recitals are hereby incorporated into, and made a part of, this Resolution as the findings of the President and Board of Trustees of the Village of Oak Brook.

Section 2: Waiver of Competitive Bidding Requirements. The advertising and bidding requirements for the purchase of the Insurance Plans are hereby waived in accordance with Section 1-7-4 of the Village Code.

Section 3: Authorization of Insurance Plan. The purchase of the Insurance Plans is hereby authorized.

Section 4. Execution of Required Documentation. The President, Village Manager, and the Village Clerk shall be, and are hereby authorized to execute and attest on behalf of the Village all documents necessary to complete the purchase of the Insurance Plans pursuant to Section 3 of this Resolution, which documentation shall be in a final form approved by the Village Attorney.

Section 5. Effective Date. This Resolution shall be in full force and effect from and after its passage by two-thirds of the Trustees and its approval in the manner provided by law.

APPROVED THIS 12th day of November, 2024.

Laurence E. Herman
Village President

PASSED THIS 12th day of November, 2024.

Ayes: _____

Nays: _____

Absent: _____

ATTEST:

Netasha Scarpiniti
Village Clerk



ITEM 9.A.2.

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

AGENDA ITEM

Board of Trustees Regular Meeting
of
November 12, 2024

SUBJECT: Award of Contract: Professional Services Engineering Agreement Water System Disinfection Modernization System to Trotter and Associates, Inc.

FROM: Tim O'Malley, Public Works Director

BUDGET SOURCE/BUDGET IMPACT: \$34,619.70 is available in the FY2024 Budget in account #351-71900 and the shortfall of \$77, 784.30 will be used from the \$472,754.00 savings on the Briarwood Lakes Watermain Project.

RECOMMENDED MOTION: I move that the Village Board approve Resolution R-2242 awarding a Professional Engineering Services Agreement for the Village's Water System Disinfection Modernization to Trotter and Associates, Inc., St. Charles, Illinois, in the amount of \$112,104.00, pending final attorney review and approval.

Background/History:

On September 9, 2024, staff requested proposals for design engineering and construction services for the Water System Disinfection Modernization of six Village water facilities from the list of six consultants that were pre-qualified in the applicable engineering disciplines as part of the Village's August 2022 Request for Qualifications for Professional Consulting Engineering Services.

The selected consultant will then prepare Design Plans, Technical Specifications, and Cost Estimates and provide bidding assistance. The selected consultant will also provide part-time Construction Services.

The list of water facilities to be included is as follows:

- Site #1: 35th Street Pumping Station (1400 35th Street)
- Site #2: Reservoir A (1915 York Road)
- Site #3: Reservoir B (2710 Meyers Road)
- Site #4: Well House #5 (2011 Windsor Drive)
- Site #5: Well House #6 (2915 Oak Brook Road)
- Site #6: Well House #7 (2415 Midwest Road)

The project must adhere to Village, AWWA, IEPA, and DuPage County standards as required.

Three proposals were received on or prior to the September 30, 2024, deadline. Three of the six consultants chose not to submit a proposal. Proposed fees and work hours are as follows:

Trotter	Christopher B. Burke	Baxter & Woodman
\$112,104.00	\$112,795.00	\$136,635.00
723 Hours	559 Hours	795 Hours

All proposals were reviewed for consistency of project approach, scope of services, and consultant project experience. All proposals were deemed compliant with the Request for Proposals and Village needs.

Recommendation:

Staff recommends that the Village Board approve Resolution R-2242 awarding a Professional Engineering Services Agreement for the Village's Water System Disinfection Modernization to Trotter and Associates, Inc., St. Charles, Illinois, in the amount of \$112,104.00. Pending final attorney review and approval.

Attachments:

1. 2024-PW-ENG-WTRMAIN-DISINFCT-R-2242
2. Water System Disinfection Modernization - Scope and Fee Proposal - (Trotter)

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

RESOLUTION

NUMBER 2024-PW-ENG-WTRMAIN-DISINFCT-R-2242

A RESOLUTION
AWARDING A PROFESSIONAL ENGINEERING SERVICES
AGREEMENT FOR THE VILLAGE'S WATER SYSTEM
DISINFECTION MODERNIZATION TO TROTTER AND
ASSOCIATES, INC.

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

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

Village Board

Published in pamphlet form by authority of the
President and the Board of Trustees of the Village of Oak Brook
on this the 12th day of November 2024

RESOLUTION NO. 2024-PW-ENG-WTRMAIN-DISINFCT-R-2242

A RESOLUTION
AWARDING A PROFESSIONAL ENGINEERING SERVICES AGREEMENT FOR THE
VILLAGE'S WATER SYSTEM DISINFECTION MODERNIZATION TO TROTTER AND
ASSOCIATES, INC.

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

WHEREAS, the Village 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, on September 9, 2024, staff requested proposals for design engineering and construction services for the Water System Disinfection Modernization of six Village water facilities (the "Services") from the list of six consultants that were pre-qualified in the applicable engineering disciplines as part of the Village's August 2022 Request for Qualifications for Professional Consulting Engineering Services, and whereby three (3) proposals were received and opened on September 30, 2024;

WHEREAS, of the three proposals that were received, Staff reviewed each for consistency of project approach, scope of services, and consultant project experience;

WHEREAS, Staff has determined that Trotter and Associates, Inc., of St. Charles, Illinois, (the "Company") had submitted the proposal providing the best overall value to the Village for the Services desired, as further detailed in the Professional Engineering Services Agreement (the "Agreement") attached hereto and incorporated herein as Exhibit A;

WHEREAS, Staff now recommends the Corporate Authorities to award the Agreement for the Services to Company, for the reasons provided for herein; and

WHEREAS, the Village of Oak Brook Corporate Authorities are of the opinion that it is in the best interests of the Village of Oak Brook to enter into the attached agreement with the Company for the purposes referenced herein.

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

Section One – Recitals

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

Section Two – Award of Contract

The Corporate Authorities hereby awards the Agreement, substantially in the form attached hereto and made a part hereof as Exhibit A, to Company for the Services referenced herein.

Section Three – Authorization and Direction

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

Section Four - Other Actions Authorized

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

Section Five - Authorization of Expenditures

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

Section Six - Acts of Village Officials

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

Section Seven – Effective Date

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

Section Eight - Publication

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

Section Nine – Conflict Clause

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

Section Ten – Saving Clause

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

Section Eleven – Recording

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

PASSED THIS 12th day of November 2024.

Ayes: _____

Nays: _____

Absent: _____

APPROVED THIS 12th day of November 2024.

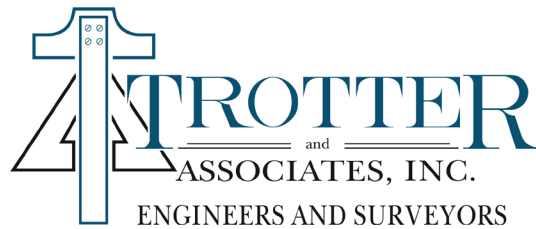
LAURENCE E. HERMAN,
Village President

ATTEST:

NETASHA SCARPINITI,
Village Clerk

EXHIBIT A

[Agreement]



September 30th, 2024

Tim O'Malley
Village of Oak Brook
Public Works Director
3003 Jorie Boulevard
Oak Brook, Illinois 60523

Re: Water System Disinfection Modernization
Professional Services Agreement

Dear Mr. O'Malley,

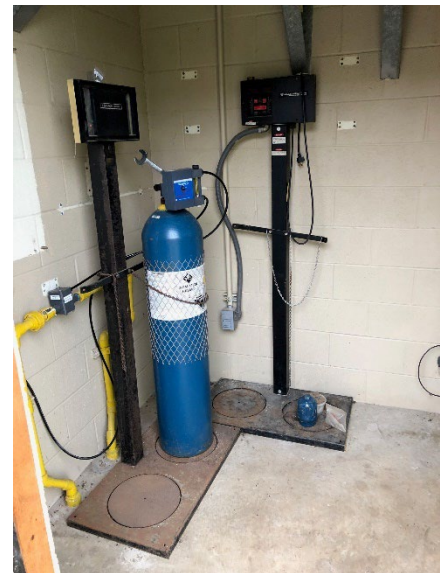
Trotter and Associates, Inc. is pleased to provide professional services to The Village of Oak Brook for the Water System Disinfection Modernization (hereinafter referred to as the "PROJECT").

Project Background & Understanding

The Village of Oak Brook was incorporated in 1958 and is located in DuPage County, Illinois. The Village's water distribution system spans throughout the incorporated Village boundary, and historically served portions of Villa Park, Oakbrook Terrace, unincorporated Elmhurst (Westdale Gardens) and unincorporated DuPage County (Ginger Brook & Chambord Chateaux Loire). These areas outside of the corporate boundary were recently transferred to Aqua Illinois for water service. Water is supplied to the Village by the DuPage Water Commission, sourcing water from Lake Michigan. Water treatment is provided by Chicago's Jardine Water Purification Plant.

The Village has two ground storage reservoirs with booster stations located at the DWC Site A and DWC Site B locations, as well as two 250,000-gallon elevated storage tanks. Each reservoir has a four-pump booster station which is used to turn over the reservoirs and increase pressure to the distribution system when necessary. Additionally, three deep wells are held on standby for an emergency event scenario such as the loss of DuPage Water Commission supply.

As with most municipal water supplies, the existing infrastructure has been constructed over several decades and the components within the system vary in age. The Village of Oak Brook follows a rigorous maintenance program for the wells, towers, and distribution system to ensure reliability of the infrastructure. Each of the three DuPage Water Commission supply sites, Site A, Site B, and 35th Street, as well as the three wellhouses have the capability of chlorinating water if needed to maintain residual into the distribution system. These disinfection systems are comprised of 150 lb gas cylinders and a vacuum delivery system. These systems have historically been utilized when needed to boost residual either from DWC supply, or specifically at the reservoirs which have an extended water age due to the storage volume.



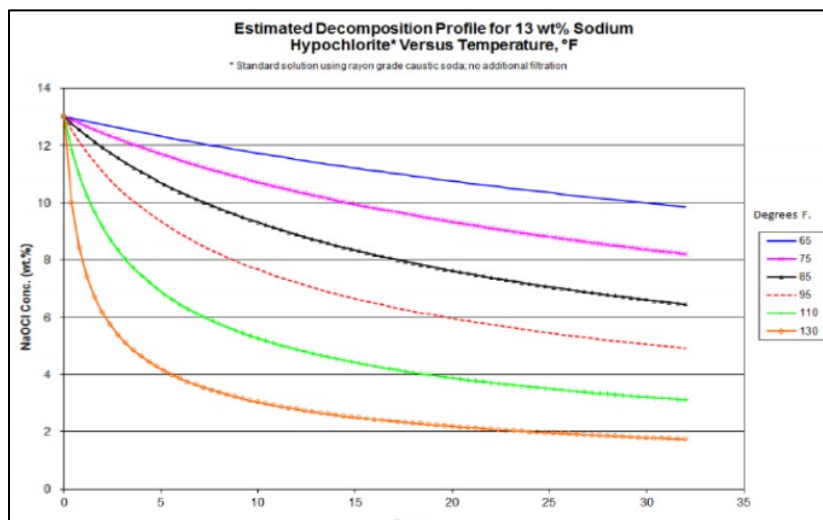


The Village is seeking to replace the aging gaseous chlorination with liquid sodium hypochlorite systems, which is a process safer for both operators, and the surrounding community. Feeding liquid hypochlorite is a relatively simple process and typically consists of both a bulk storage tank and a day tank (required by code), with precise metering pumps delivering the necessary volume of hypochlorite depending on the forward flow being treated. Chemical metering pumps most often include peristaltic or diaphragm configurations, both having their advantages and limitations.

Typically, an online chlorine analyzer would transmit an analog signal to the site PLC with the current free or total chlorine level of the supply water, and the PLC control logic would determine the necessary amount of hypochlorite needed to be added to achieve an operator-selectable finished chlorine level. The PLC would transmit an analog signal to the chemical metering pump(s), which would interpret the 4-20 mA signal as a gallon-per-hour flow rate to be delivered. These chemical metering pumps are very accurate if properly designed and installed, often delivering within 1% of the target dosage.

While operating a liquid hypochlorite disinfection system is relatively simple, the challenge lies in the usage of chemical and proper sizing of storage. Liquid hypochlorite will begin degrading from the typical 12-13% active-by-weight concentration, and will degrade primarily relative to temperature. During summer months, if housed within a room at an average temperature of 75 degrees Fahrenheit, the 30-day remaining concentration may be approximately 8% active. This presents a significant challenge in accurate dosing; while the delivered concentration of hypochlorite is known, the actual delivered concentration over time is not known if it is not utilized routinely. If the activity concentration has decreased by 30-40%, the amount dosed would need to be increased proportionately. However this can be difficult in practice as the liquid degrades in a non-linear fashion. Therefore, sizing of storage for liquid systems is critical to ensure the volume delivered will be utilized within a reasonable timeframe.

For the Village this will be the primary challenge, particularly for the well sites and 35th Street DWC which do not typically utilize supplemental chlorination like the reservoir sites may. TAI will work closely with Village staff to determine the actual chemical volumes to be utilized to ensure proper design of the system. It may be found that the optimal arrangement would be a 30-day bulk storage tank and smaller carboy or drum-style day tanks to ensure proper turnover.



TAI has extensive experience in both gaseous and liquid chlorine systems for drinking water treatment, including the St. Charles Alternate Disinfection Improvements which converted existing gas systems to liquid hypochlorite at the City's well houses in a very similar manner. TAI has experience with all major chemical metering pumps, both peristaltic and diaphragm, various tankage manufacturers, as well as the instrumentation to support these systems – tank scales or radars, chlorine analyzers, etc.



Scope of Services

The below Scope reflects and expands upon the work detailed within the Village's Request for Proposals. No exceptions are taken to the scope.

Design Engineering

Item 1 – Field Evaluation and Proposed Conversion Review. Perform a field evaluation of the six water facilities and their existing gas chlorine rooms. Collect existing facility data from Village, including current chlorine usage and as-built drawings. Take chlorine room measurements during field evaluation as necessary. Critical aspects of the conversion shall be identified so they may be addressed in detail as part of the design.

Item 2 – Preliminary Design. Provide placement options for new system. Identify other work or equipment required to implement the water facility modernization and develop cost estimate for modernization. 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 3 – Preliminary Design Meeting. Prepare for, coordinate, and attend one Village staff meeting to present and review the rehabilitation concepts and cost estimate.

Item 4 – Environmental Coordination and Permitting.

- a. Obtain IEPA permits.
- b. Village Permit – Permit may be required through Developmental Services and/or the Building Department.

Item 5 – 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 6 – Technical Specifications and Plan Sheets. Prepare technical specifications in accordance with Village and IEPA guidelines. Complete bidding documents to include the required plan sheets. Pre-final (95%) and Final (100%) submittals are anticipated for this project. Disposition of review comments shall be provided with all resubmittals.

Item 7 – Incorporate Village Front End Bidding Documents. Use Village's standard bidding documents. Edit Notice to Bidders and Schedule of Prices forms as appropriate for the project.

Item 8 – 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.



Item 9 – Bidding Assistance. Provide electronic documents for bidding and assist the Village in solicitation of bids. Provide 10 usb drives for bidders containing the bidding documents that will be distributed by the Village. Attend bid opening to receive and evaluate bids, tabulate 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.

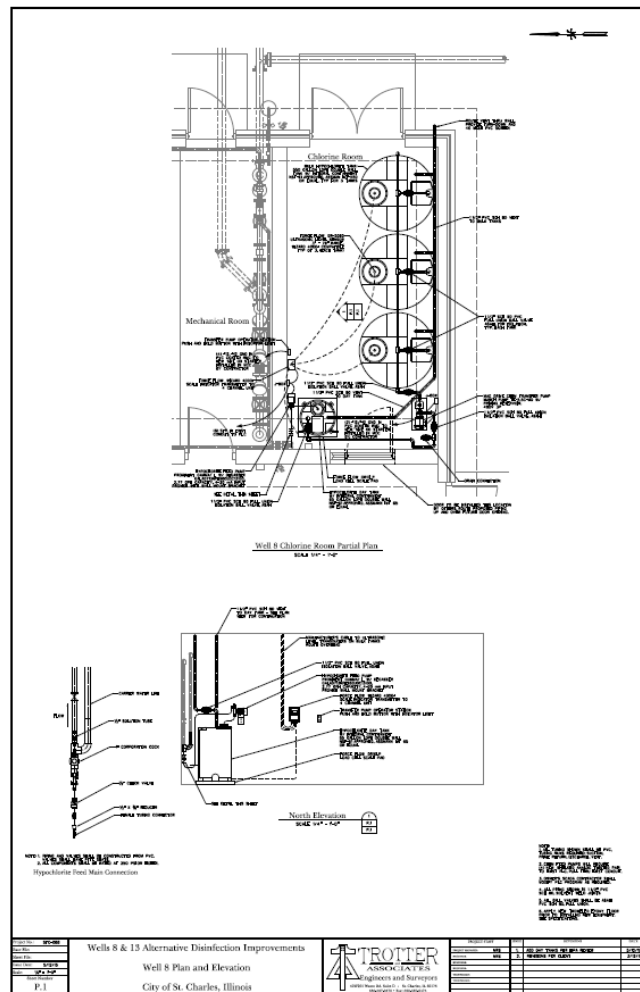
Construction Services

Item 1 – Pre-Construction Services. Facilitate pre-construction meetings, prepare and circulate minutes. Review contractor's construction schedule for compliance with contract documents.

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

Item 3 – Construction Observation. Provide one part-time Resident Engineer for the duration of construction. ***For the purposes of this fee proposal, 3 hours per day for 75 working days or 225 hours of total construction observation are included.*** This is a rough estimate subject to revision depending on the scope of work developed in the Design Engineering phase.

Item 4 – 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.





List of Key Personnel

Trotter and Associates has an established team which has designed and constructed dozens of drinking water disinfection and chemical treatment systems. The entire team is based out of TAI's St. Charles office, and have all the necessary equipment, software, and expertise to efficiently complete the Village's project in-house. Chris Marschinke will continue to act as the Project Manager working directly with both Village Staff and the Project Team to ensure that all aspects of the project are covered.

Principal Engineer – Scott Trotter, P.E., BCEE (35 Years' Experience / 25 Years with the Firm)

Scott is a registered professional engineer and a board-certified specialist in water/wastewater engineering by the American Academy of Environmental Engineers. Scott has over 30 years' experience in planning, design and implementation of water distribution, supply, treatment, and storage improvements. Scott has become known for having a critical eye when reviewing new technologies and preparing detailed plans and specifications to minimize change orders. Throughout his career, he has earned the respect of clients, regulatory officials and contractors alike for his technical skills, work ethic, and ability to bring projects together. Scott will continue to be involved similarly to TAI's current projects with the City through oversight, team mentoring, and QA/QC.



Senior Project Manager – Chris Marschinke, P.E. (15 Years / 15 Years)

Chris has been with Trotter and Associates for over 15 years, specializing in planning, design, and implementation of water treatment, storage, and distribution system improvements. Chris has completed master planning, modeling, water supply, treatment, and storage projects for more than a dozen communities. Chris will be the Project Manager for the Water System Disinfection Modernization project, providing all day-to-day support, client communication, and will be responsible for ensuring the project is completed on time, within budget, and to the Village's expectations. **Mr. Marschinke has served the Village since 2016 and managed the original Water Master Plan, Water System SCADA & Operations Improvements, and numerous hydraulic modeling reviews.** Chris is very familiar with the Village's infrastructure, operations, and staff and will utilize this experience to ensure the project is a success.



Senior Project Engineer – Mark Sikora, P.E. (35 Years / 25 Years)



Mr. Sikora earned his Mechanical Engineering degree from Illinois Institute of Technology and has worked with Scott for over twenty years. Mark has been responsible for TAI's Instrumentation and Control design for over ten years. He has commissioned SCADA upgrades for numerous water and wastewater treatment facilities including the DeKalb Sanitary District, Fox Lake, Rochelle, Crystal Lake, Batavia, Algonquin, East Dundee, North Chicago, and St. Charles. Mark works closely with multiple integrators to develop project specific solutions, incorporating the latest technology and

ensuring system stability. **Mark was also the lead project engineer for the City of St. Charles Well House Alternate Disinfection project, which was a very similar gas to liquid hypochlorite disinfection system conversion.**



Representative Project List

TAI has completed several standalone alternative disinfection conversion projects, but most frequently the disinfection system design is part of a larger project with new liquid or gas systems installed. Through these projects TAI has experience with all types of disinfection processes, metering pump styles, and controls systems.

<i>Relevant Experience Listing with References</i>			
Client	Relevant Work	Construction Cost (2024 Dollars)	Contact Information
City of St. Charles	Well House Alternate Disinfection Project Removal of existing gas chlorine system at wells Installation of new liquid hypochlorite storage New peristaltic pump metering system New SCADA & controls system for disinfection	\$120,000	Peter Suhr Director of Public Works 630-377-4405 psuhr@stcharlesil.gov
Village of Roselle	Botterman Chlorine Conversion Project Removal of existing gas chlorine system at the STP New triplex diaphragm-style chemical metering pumps (2) New 2,000 gallon liquid hypochlorite storage tanks New PLC controller for metering of hypochlorite	\$250,000	Karen Young Director of Public Works 630-671-2365 kayoung@roselle.il.us
City of Batavia	Phase 1A WWTP Rehabilitation Removal of powder disinfection system Installation of new liquid hypochlorite storage New chemical pump metering system New SCADA & controls system for disinfection	\$100,000 (est.)	Gary Holm, P.E. Director of Public Works 630-454-2309 gholm@cityofbatavia.net

Schedule

Below is a list of the major milestones identified for the project. TAI has the staff and manpower necessary to begin the project immediately upon contract execution.

Task Description	Target Completion
Contract Execution	October 16, 2024
Preliminary Design	November – December 2024
Final Design	January – February 2025
Permitting (estimated)	March – April 2025
Bidding & Award	May 2025
Commence Construction	June 2025



Estimated Engineering Hours & Compensation

TAI will complete all services in house, with no subconsultant costs or any direct costs outside of labor fees. All work will be completed out of the St. Charles corporate office.

An amount equal to the cumulative hours charged to the Project by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and ENGINEER's Consultant's charges, if any. The Standard Hourly Rates used in the distribution below reflect 2024 rates.

The total compensation for services including subconsultants will not exceed **\$112,104.00** based on the distribution of compensation outlined in the Cost Estimate of Consultant Services included with this proposal on the following page.

The total estimated compensation for ENGINEER's services included in the breakdown by phases incorporates all labor, overhead, profit, Reimbursable Expenses and ENGINEER's Consultant's charges. The amounts billed for ENGINEER's services will be based on the cumulative hours charged to the PROJECT during the billing period by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and ENGINEER's Consultant's charges. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually as of January 1st to reflect equitable changes in the compensation payable to ENGINEER.



Water System Disinfection Modernization Village of Oak Brook Cost Estimate of Consultant Services									
Item No.	Task	Staff Classifications & Workhours					Total Workhours	% of Workhours	Labor Fee
		Principal Engineer	Project Manager	Project Engineer	Staff Engineer	CADD Technician			
PRELIMINARY AND DESIGN ENGINEERING									
1	Field Evaluation and Proposed Conversion Review								
	a. Site Visits		8	8			16	34%	\$3,096.00
	b. Field Measurements			8	8		16	34%	\$2,496.00
	c. Data Analysis - CL2 Usage Projections	1	2	4	8		15	32%	\$2,527.00
	Item 1 Subtotal	1	10	20	16	0	47	100%	\$8,119.00
2	Preliminary Design								
	a. Layout Options	2	8	8	12	16	46	47%	\$7,450.00
	b. Preliminary Plan Sheets		4	8	16	24	52	53%	\$7,656.00
	Item 2 Subtotal	2	12	16	28	40	98	100%	\$15,106.00
3	Preliminary Design Meeting								
	a. Hold Work Session to Review Preliminary Design		2	2			4	4%	\$774.00
	Item 3 Subtotal	0	2	2	0	0	4	4%	\$774.00
4	Environmental Coordination and Permitting								
	a. IEPA Permitting		2	4	12		18	72%	\$2,828.00
	b. Village Permitting		1	2	4		7	28%	\$1,128.00
	Item 4 Subtotal	0	3	6	16	0	25	100%	\$3,956.00
5	Estimates of Cost and Time								
	a. 95% and 100% EOPC		2	4	4		10	100%	\$1,684.00
	Item 5 Subtotal	0	2	4	4	0	10	100%	\$1,684.00
6	Technical Specifications and Plan Sheets								
	a. Technical Specifications (CSI 64-Division Format)		2	8	16		26	20%	\$4,076.00
	b. Develop Plan Sheets Depicting Extents of Work		4	16	24	40	84	66%	\$12,248.00
	c. Submit Pre-Final and Final for Review		1	2			3	2%	\$556.00
	d. Revise Per Review Comments		2	4	8		14	11%	\$2,256.00
	Item 6 Subtotal	0	9	30	48	40	127	100%	\$19,136.00
7	Incorporate Village Front End Bidding Documents								
	a. Incorporate Village Front End Bidding Documents		1	4	8		13	100%	\$2,038.00
	Item 7 Subtotal	0	1	4	8	0	13	100%	\$2,038.00
8	QC/QA								
	a. Project Initiation		2				2	8%	\$436.00
	b. Preliminary	2	4				6	23%	\$1,414.00
	c. Pre-Final	4	8				12	46%	\$2,828.00
	d. Final	2	4				6	23%	\$1,414.00
	Item 8 Subtotal	8	18	0	0	0	26	100%	\$6,092.00
9	Bidding Assistance								
	a. Pre-Bid Meeting		2				2	6%	\$436.00
	b. Respond to Bidders / Issue Addenda as Necessary		2	4	12	8	26	81%	\$3,876.00
	e. Bid Review and Recommendation		2	2			4	13%	\$774.00
	Item 9 Subtotal	0	6	6	12	8	32	100%	\$5,086.00
CONSTRUCTION INSPECTION									
1	Pre-Construction Services								
	a. Pre-construction Meeting & Minutes		2	2			4	100%	\$774.00
	Item 1 Subtotal	0	2	2	0	0	4	100%	\$774.00
2	Submittal Review								
	a. Material & Shop Drawings Review		2	12	24		38	100%	\$5,896.00
	Item 2 Subtotal	0	2	12	24	0	38	100%	\$5,896.00
3	Construction Observation								
	a. Resident Engineer				225		225	86%	\$32,175.00
	b. Documentation & Coordination		2	20			22	8%	\$3,816.00
	c. Pay Applications			4	12		16	6%	\$2,392.00
	Item 3 Subtotal	0	2	24	237	0	263	100%	\$38,383.00
4	Post-Construction Services								
	a. Record Drawings			2	8	16	26	72%	\$3,578.00
	b. Final Pay App			2	8		10	28%	\$1,482.00
	Item 4 Subtotal	0	0	4	16	16	36	100%	\$5,060.00
	Project Totals	11	69	130	409	104	723		
	% of Workours:	2%	10%	18%	57%	14%	100%		
Total Labor Fee									\$112,104.00
Total Direct Costs									\$0.00
Total Subconsultants									\$0.00
Total Project Cost									\$112,104.00



Water System Disinfection Modernization Village of Oak Brook Summary of In-House Direct & Subconsultant Costs			
Item No.	Task	Labor Fee	Sub-Consultant Cost
PRELIMINARY AND DESIGN ENGINEERING			
1	Field Evaluation and Proposed Conversion Review		
	a. Site Visits	\$3,096.00	
	b. Field Measurements	\$2,496.00	
	c. Data Analysis - CL2 Usage Projections	\$2,527.00	
	Item 1 Subtotal	\$8,119.00	
2	Preliminary Design		
	a. Layout Options	\$7,450.00	
	b. Preliminary Plan Sheets	\$7,656.00	
	Item 2 Subtotal	\$15,106.00	
3	Preliminary Design Meeting		
	a. Hold Work Session to Review Preliminary Design	\$774.00	
	Item 3 Subtotal	\$774.00	
4	Environmental Coordination and Permitting		
	a. IEPA Permitting	\$2,828.00	
	b. Village Permitting	\$1,128.00	
	Item 4 Subtotal	\$3,956.00	
5	Estimates of Cost and Time		
	a. 95% and 100% EOPC	\$1,684.00	
	Item 5 Subtotal	\$1,684.00	
6	Technical Specifications and Plan Sheets		
	a. Technical Specifications (CSI 64-Division Format)	\$4,076.00	
	b. Develop Plan Sheets Depicting Extents of Work	\$12,248.00	
	c. Submit Pre-Final and Final for Review	\$556.00	
	d. Revise Per Review Comments	\$2,256.00	
	Item 6 Subtotal	\$19,136.00	
7	Incorporate Village Front End Bidding Documents		
	a. Incorporate Village Front End Bidding Documents	\$2,038.00	
	Item 7 Subtotal	\$2,038.00	
8	QC/QA		
	a. Project Initiation	\$436.00	
	b. Preliminary	\$1,414.00	
	c. Pre-Final	\$2,828.00	
	d. Final	\$1,414.00	
	Item 8 Subtotal	\$6,092.00	
9	Bidding Assistance		
	a. Pre-Bid Meeting	\$436.00	
	b. Respond to Bidders / Issue Addenda as Necessary	\$3,876.00	
	e. Bid Review and Recommendation	\$774.00	
	Item 9 Subtotal	\$5,086.00	
CONSTRUCTION INSPECTION			
1	Pre-Construction Services		
	a. Pre-construction Meeting & Minutes	\$774.00	
	Item 1 Subtotal	\$774.00	
2	Submittal Review		
	a. Material & Shop Drawings Review	\$5,896.00	
	Item 2 Subtotal	\$5,896.00	
3	Construction Observation		
	a. Resident Engineer	\$32,175.00	
	b. Documentation & Coordination	\$3,816.00	
	c. Pay Applications	\$2,392.00	
	Item 3 Subtotal	\$38,383.00	
4	Post-Construction Services		
	a. Record Drawings	\$3,578.00	
	b. Final Pay App	\$1,482.00	
	Item 4 Subtotal	\$5,060.00	
	Project Totals		
	% of Workours:		
	Total In-House Direct Costs	\$112,104.00	
	Total Subconsulted Costs	\$0.00	
Total In-House Direct & Subconsultant Costs		\$112,104.00	



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ITEM 9.A.3.

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

AGENDA ITEM

Board of Trustees Regular Meeting
of
November 12, 2024

SUBJECT: Award of Contract - Purchase of Deicer Salt from Morton Salt, Inc.

FROM: Tim O'Malley, Public Works Director

BUDGET SOURCE/BUDGET IMPACT: \$39,155.00 from account #431-61800 is budgeted from the FY2024 budget.

RECOMMENDED MOTION: I move that the Village Board approve Resolution R-2244 waiving further bidding since the State of Illinois has already conducted the bid process and authorize staff to issue a purchase order to Morton Salt, Inc., Chicago, IL in the amount of \$32,783.74 for 506 tons of deicer salt at \$64.79 per ton.

Background/History:

The Village has purchased bulk deicer salt through the State of Illinois Central Management Services contract for many years. The last few years we have split our purchase quantities between the State of Illinois and DuPage County's competitive bidding. This split purchase gives us the opportunity to receive salt from two suppliers. For this upcoming season we expect to need 506 tons of salt from the State of Illinois, for which we are presently requesting approval.

Recommendation:

Staff recommends that the Village Board approve Resolution R-2244 waiving further bidding since the State of Illinois has already conducted the bid process and authorize staff to issue a purchase order to Morton Salt, Inc., Chicago, IL, in the amount of \$32,783.74 for 506 tons of deicer salt at \$64.79 per ton.

Attachments:

1. 2024-PW-SALT-PG-R-2244
2. Executed Contract-Redacted- Morton P-71007
3. Morton Rock Salt Participant Summary 11-12-24 MMC

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

RESOLUTION
NUMBER 2024-PW-SALT-PG-R-2244

A RESOLUTION
TO WAIVE FURTHER BIDDING AND AUTHORIZE STAFF TO
ISSUE A PURCHASE ORDER TO MORTON SALT, INC.,
CHICAGO, ILLINOIS, FOR THE BULK PURCHASE OF DEICER
SALT

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

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

Village Board

Published in pamphlet form by authority of the
President and the Board of Trustees of the Village of Oak Brook
on this the 12th day of November 2024

RESOLUTION NO. 2024-PW-SALT-PG-R-2244

A RESOLUTION
TO WAIVE FURTHER BIDDING AND AUTHORIZE STAFF TO ISSUE A PURCHASE ORDER
TO MORTON SALT, INC., CHICAGO, ILLINOIS, FOR THE BULK PURCHASE OF DEICER
SALT

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 Purchase Order with another party pursuant to Illinois Statute;

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

WHEREAS, the State of Illinois has solicited bids for the supply of deicer salt to be used on roadways, sidewalks and other public ways for the 2024-2025 winter season;

WHEREAS, the State has awarded its deicer salt supply contract to Morton Salt, Inc., ("Morton Salt") located out of Chicago, Illinois;

WHEREAS, pursuant to the awarded contract, Morton Salt has agreed to provide 506 tons of deicer salt to the Village at the cost of \$64.79 per ton;

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

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

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

Section One – Recitals

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

Section Two – Approval of Purchase Order

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

Section Three – Authorization and Direction

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

Section Four - Other Actions Authorized

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

Section Five - Authorization of Expenditures

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

Section Six – Waiver of Bidding Process

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

Section Seven - Acts of Village Officials

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

Section Eight – Effective Date

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

Section Nine - Publication

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

Section ten – Conflict Clause

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

Section Eleven – Saving Clause

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

Section Twelve – Recording

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

PASSED THIS 12th day of November 2024.

Ayes: _____

Nays: _____

Absent: _____

APPROVED THIS 12th day of November 2024.

LAURENCE E. HERMAN,
Village President

ATTEST:

NETASHA SCARPINITI,
Village Clerk

EXHIBIT A

[Purchase Order]

STATE OF ILLINOIS CONTRACT

Central Management Services
JPMC Rock Salt Bulk FY25
24-416CMS-BOSS4-P-71007

The Parties to this contract are the State of Illinois acting through the undersigned Agency (collectively the State) and the Vendor. This contract, consisting of the signature page and numbered sections listed below and any attachments referenced in this contract, constitute the entire contract between the Parties concerning the subject matter of the contract, and in signing the contract, the Vendor affirms that the Certifications and Financial Disclosures and Conflicts of Interest attached hereto are true and accurate as of the date of the Vendor's execution of the contract. This contract supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the contract. This contract can be signed in multiple counterparts upon agreement of the Parties.

Contract includes BidBuy Purchase Order? (The Agency answers this question prior to contract filing.)

☐ Yes

☒ No

Contract uses Illinois Procurement Gateway Certifications and Disclosures?

☐ Yes (IPG Certifications and Disclosures including IPG Active Registered Vendor Disclosure)

☒ No

1. **DESCRIPTION OF SUPPLIES AND SERVICES**
2. **PRICING**
3. **TERM AND TERMINATION**
4. **STANDARD BUSINESS TERMS AND CONDITIONS**
5. **STATE SUPPLEMENTAL PROVISIONS**
6. **STANDARD ILLINOIS CERTIFICATIONS**
7. **FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST**
8. **CONTRACT SPECIFIC CERTIFICATIONS AND DISCLOSURES – “IPG Active Registered Vendor Disclosure (formerly called FORMS B)” (IF APPLICABLE)**
9. **PURCHASE ORDER FROM BIDBUY (IF APPLICABLE)**

In consideration of the mutual covenants and agreements contained in this contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions set forth herein and have caused this contract to be executed by their duly authorized representatives on the dates shown on the following CONTRACT SIGNATURES page

**STATE OF ILLINOIS
CONTRACT**

Central Management Services
JPMC Rock Salt Bulk FY25
24-416CMS-BOSS4-P-71007

VENDOR

Vendor Name: Morton Salt, Inc.	Address (City/State/Zip): Chicago, IL 60606
Signature: [REDACTED]	Phone: 855-665-4540
Printed Name: Anthony T. Patton	Fax: 312-896-9208
Title: Director Bulk Deicing US Government Sales	Email: bids@mortonsalt.com
Date: 6-18-2024	

STATE OF ILLINOIS

Procuring Agency: Central Management Services	Phone: 866-455-2897
Street Address: 300 West Jefferson St.	
City, State ZIP: Springfield, IL 62702	
Official Signature: [REDACTED]	Date: 10/4/24
Printed Name: Raven DeVaughn by Krysti Rinaldi	
Official's Title: Director by Assistant Deputy Director	

AGENCY USE ONLY**NOT PART OF CONTRACTUAL PROVISIONS**

- Agency Reference #: 24-416CMS-BOSS4-R-218757
- Project Title: JPMC Rock Salt Bulk FY25
- Contract #: 24-416CMS-BOSS4-P-71007
- Procurement Method (IFB, RFP, Small Purchase, etc.): IFB
- BidBuy / Bulletin Reference #: 24-416CMS-BOSS4-B-42993
- BidBuy / Bulletin Publication Date: 05/21/24
- Award Code: A
- Subcontractor Utilization? ☒ Yes ☐ No Subcontractor Disclosure? ☒ Yes ☐ No
- Funding Source:
- Obligation #:
- Small Business Set-Aside? ☐ Yes ☒ No Percentage:
- Minority Owned Business? ☐ Yes ☒ No Percentage:
- Women Owned Business? ☐ Yes ☒ No Percentage:
- Persons with Disabilities Owned Business? ☐ Yes ☒ No Percentage:
- Veteran Owned Small Business? ☐ Yes ☒ No Percentage:
- Other Preferences?

1. DESCRIPTION OF SUPPLIES AND SERVICES

- 1.1. GOAL:** To establish a Joint Purchase Master Contract (JPMC) for bulk rock salt to be purchased on a as needed basis during the contract period.

This JPMC may be utilized by all governmental units as defined in Section 5 of this Contract.

Note: Participation in this contract is based upon the CY24-25 Illinois Department of Central Management Services Joint Participation Agreement Survey that defines the BidBuy line items and additional participation in the resultant contract is not allowed.

1.2. SUPPLIES AND/OR SERVICES REQUIRED:

- 1.2.1. The Vendor will provide rock salt based on quantity ordered within the timeframe listed herein.

1.2.2. Rock Salt Specification Requirements:

- a. Rock Salt shall comply with the requirements of The American Association of State Highway and Transportation Officials (AASHTO) SPECIFICATION M143, SODIUM CHLORIDE TYPE 1, GRADE 1.
- b. Rock Salt shall be free flowing fresh stock, reclaimed or re-crushed rock salt will not be accepted and shall be rejected by delivery site.

- 1.2.3. Quantity Commitments: All participants who complete the annual survey will have the option to choose between a minimum of 80% or 100% purchase commitment and will be allowed a maximum of 120% purchase commitment as defined below. All minimum purchase commitments will be defined in the line item description within BidBuy.

- a. Minimum 80% Commitment: Some participants identified from the annual survey have chosen a minimum purchase commitment of 80%. That means that if the participant estimates a quantity of 100 ton, the participant is only obligated to order 80 ton. That is 80% of the estimated quantity. The participant shall have no further liability to the Vendor for further remaining quantities.
- b. Minimum 100% Commitment: Some participants identified from the annual survey have chosen a minimum purchase commitment of 100%. That means that if the participant estimates a quantity of 100 ton, the participant is obligated to order 100 ton. That is 100% of the estimated quantity.

- c. Maximum 120% Commitment: The Vendor shall agree to provide up to 120% of the bid quantity estimated tonnage at the same contract price. That means that all participants who estimate a quantity of 100 ton can order up to 120 ton at the same contract price.
- d. Quantities Exceeding 120% Maximum: In some instances, a participant may require quantities that would exceed the maximum commitment of the Vendor; in such instances, any delivery shall be made upon the mutual agreement of all parties.
- e. Purchase Percentages for IDOT: The Illinois Department of Transportation (IDOT) has provided estimated quantities for individual locations. Quantities purchased from each Vendor shall be computed on a District by District basis (not by location). For example, if a Vendor has 2 locations in a District with estimated quantities of 100 and 200 tons with a minimum 80% commitment. Then the 80% commitment will be met once the $300(0.8) = 240$ tons has been purchased between the two locations. This may include all 240 tons purchased from one location.

1.2.4. Weights and Measures Requirements and Adjustments:

- a. Weights and Measures: All measurements for weight shall be from scales meeting the requirements of The Weights and Measures Act of the State of Illinois (225 ILCS 470). The Vendor shall provide accurate weights of materials delivered to governmental units. These weights shall be documented on delivery tickets which shall identify the source of the material, type of material, the date and time the material was loaded, the release number, the net weight, the tare weight, and the identification of the transporting vehicle.

The State reserves the right to conduct random, independent vehicle weight checks for salt deliveries. This will require that trucks occasionally be directed to a scale near the delivery point.

Should the vehicle weight check result in the net weight of material on the vehicle to exceed the net weight of material shown on the Vendor's delivery ticket by 600 pounds or more, the State will document the independent vehicle weight check and immediately furnish a copy of the results to the Vendor. No adjustment in pay quantity will be made.

Should the vehicle weight check result in the net weight of material shown on the delivery ticket to be less than the net weight of material on the vehicle by the tolerance of 600 pounds or more, the State will

document the independent vehicle weight check (IWC1), immediately furnish a copy of the results to the Vendor, and immediately perform a second independent weight check (IWC2). If the second independent weight check is within the 600-pound tolerance, then a third independent weight check (IWC3) will be performed. If the third independent weight check is within tolerance, no pay adjustments will be made, and random independent weight checks will resume. If the second or third independent weight check confirms the net weight of the material shown on the Vendor's delivery ticket is less than the net weight of material on the vehicle by 600 pounds or more, the State will adjust the net weight shown on the delivery ticket for IWC1 to the checked delivered net weight as determined by the independent vehicle weight checks.

- b. Method of Measurement: The State will also adjust the method of measurement for IWC2, IWC3 (when applicable) and subsequent truck loads using the same scale based on the out-of-tolerance independent weight checks. The net weight of rock salt delivered to the State from this source, will be adjusted by applying a correction factor "A" as determined by the following formula:

$$A = [1.0 - (B - C) / B]; \text{ Where } A < 1.0 \text{ and } B - C > 600$$

Where: A = Adjustment factor
 B = Net weight shown on the delivery ticket from Vendor
 C = Net weight on the vehicle determined from
 independent weight check from IWC1

The adjustment factor will be applied as follows:

$$\text{Adjusted Net Weight} = A \times \text{Delivery Ticket Net Weight}$$

The adjustment factor will be imposed until the cause of the deficient weight is identified and corrected by the Vendor to the satisfaction of the State. If the cause of the deficient weight is not identified and corrected within seven calendar days, the State reserves the right to immediately, and without notice to Vendor, take action to remedy Vendor failure. This action may include the termination of the order and purchase of salt from other sources, or other action to ensure ice control availability for public safety purposes. Note that any or all additional costs may be collected from the original Vendor, in addition to the applied weight adjustments.

At the Vendor's option, the vehicle may be weighed on a second independent Department of Agriculture certified scale to verify

accuracy of the scale used for the independent weight check. The freight for this additional weigh will be charged to the party that is proven to be negligent.

- c. Deductions: The State reserves the right to assess, and apply if applicable, invoice deductions for the following:

Moisture Content: Deductions by percentage for moisture content based on total weight shall be determined by the following ranges:

Moisture Content (%)	Deduction in Price (Per Truckload)
0.00 TO 2.00	NO DEDUCTION
2.01 TO 2.50	10% DEDUCTION
2.51 TO 3.00	15% DEDUCTION
3.01 TO 3.50	20% DEDUCTION
3.51 TO 4.00	25% DEDUCTION
GREATER THAN 4.01	REJECTION OF LOAD

Sodium Chloride (NACL) Content: The State reserves the right to accept delivery of rock salt which, according to the analysis by The Illinois Department of Transportation, has a Sodium Chloride (NACL) content of less than 95.0 percent, but not less than 90.0 percent. When such reservation is applied, final payment will be made on the following basis:

- 1) When NACL content is between 94.0 and 94.9 percent, the price to be paid shall be the contract price less \$5.00 per ton.
- 2) When NACL content is between 90.0 and 93.9 percent, the price paid shall be contract price less \$10.00 per ton.
- 3) When the NACL content is less than 90.0 percent, the load will be rejected.

1.2.5. Ordering

- a. Order Placement: Orders may be placed with the Vendor (Monday-Friday) via telephone, with a written electronic communication (e-mail) to follow. All State agency orders will contain a purchase order generated from BidBuy in addition to an electronic communication (e-mail). Vendors shall arrange for immediate shipment upon receipt of order from an authorized participating agency representative. All other governmental units will use their own purchase order system.

- b. Order Quantities: Orders shall be scheduled in amounts that make up full (22-25 tons) truckloads, orders for less than truckload will not be accepted.
- c. Initial Orders: The Illinois Department of Transportation requires Vendors to ship initial fill-up orders prior to October 31st of the current year. If this date has passed prior to execution, we ask that the Vendor(s) start shipping as soon as contract has been executed. Please see the attached file within BidBuy titled "Initial Orders". Vendor(s) shall notify each destination entity when initial shipments are to begin.
- d. Seasonal Orders: Non-State agencies reserve the right to purchase up to 50% of the estimated order requirements prior to November 30th of the current year. Vendor shall notify each delivery point of when shipment is to begin.
- e. Order Timeline: For an order placed prior to 9:00 a.m. on a given day, that day would be considered as the first calendar day of the seven (7) day delivery period. For an order placed after 9:00 a.m. on a given day, the day following would be considered as the first calendar day of the seven (7) day delivery period, or as amended by order guidelines in Section 1.2.5.f.
- f. Order Guidelines: An agency may order up to 20% of their 100% contracted tonnage in any given week and Vendor shall deliver within 7 working days after receipt of order. Quantities ordered above the 20 percent threshold shall have an extended delivery time of one-working-day for each one percentage-point above the 20% guideline. For example, if an agency orders 25% of their awarded total 100 tons, delivery of the first 20 tons (20%) shall be within 7 working days after receipt of order and the remaining 5 tons shall be delivered within 12 working days after receipt of the order.
- g. Peak Season Orders: After hours and weekend delivery arrangements are encouraged during severe seasonal weather events to provide Vendor additional ability to maintain a prompt order delivery schedule. Orders placed during peak season should be in accordance with projected requirements and not in excess of the order guidelines, thereby hindering a Vendor's ability to maintain a prompt order delivery schedule.
- h. Post Season Orders: All orders for Rock Salt shall be placed by the end of July for the previous season's estimated usage. If the location does not

have adequate capacity to hold the rock salt, the Vendor may elect to add a storage charge per ton/day.

1.2.6. The Districts are defined as follows:

District 1: Counties of Cook, DuPage, Kane, Lake, McHenry, and Will.

District 2: Counties of Boone, Carroll, Henry, JoDaviess, Lee, Ogle, Rock Island, Stephenson, Whiteside, and Winnebago.

District 3: Counties of Bureau, DeKalb, Ford, Grundy, Iroquois, Kankakee, Kendall, LaSalle, and Livingston.

District 4: Counties of Fulton, Henderson, Knox, Marshall, McDonough, Mercer, Peoria, Putnam, Stark, Tazewell, Warren, and Woodford.

District 5: Counties of Champaign, DeWitt, Douglas, Edgar, McLean, Piatt, and Vermilion.

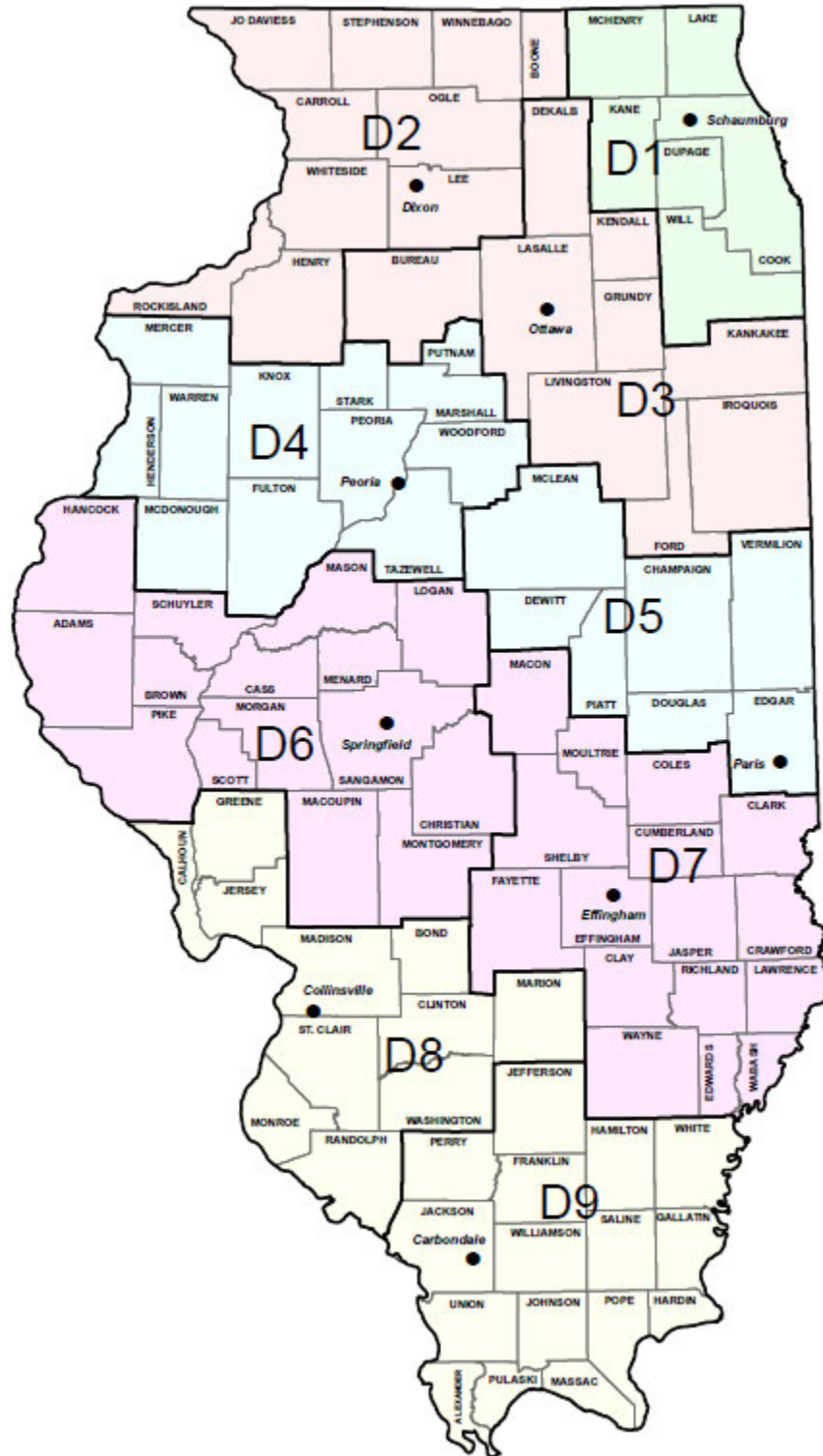
District 6: Counties of Adams, Brown, Cass, Christian, Hancock, Logan, Macoupin, Mason, Menard, Montgomery, Morgan, Pike, Sangamon, Schuyler, and Scott.

District 7: Counties of Clark, Clay, Coles, Crawford, Cumberland, Edwards, Effingham, Fayette, Jasper, Lawrence, Macon, Moultrie, Richland, Shelby, Wabash and Wayne.

District 8: Counties of Bond, Calhoun, Clinton, Greene, Jersey, Madison, Marion, Monroe, Randolph, St. Clair and Washington.

District 9: Counties of Alexander, Franklin, Gallatin, Hamilton, Hardin, Jackson, Jefferson, Johnson, Massac, Perry, Pope, Pulaski, Saline, Union, White and Williamson.

1.2.7. Map



For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed Supplies and/or Services. For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed Supplies and/or Services.

1.3. MILESTONES AND DELIVERABLES:

- 1.3.1. Stockpile and Order Status Reports: Vendor shall provide stockpile and order status reports upon request and as requested by the CMS Bureau of Strategic Sourcing for use in its contract administration effort. Failure to comply in a timely manner may be considered a breach of contract.
- 1.3.2. Delivery Invoices: Vendor invoices shall show the date orders were placed with the Vendor and the dates and tonnage amounts of salt delivered.
- 1.3.3. The Vendor warrants that all products furnished hereunder will be free from liens and encumbrances; defects in design, materials, and workmanship; and will conform in all respects to the terms of this Contract including any specifications or standards. In addition, Vendor warrants the products/equipment and related services are suitable for and will perform in accordance with the ordinary use for which they are intended.
- 1.3.4. The Vendor shall report to the Department of Central Management Services Bureau of Strategic Sourcing (BOSS) an annual Contract Usage Report which includes all Governmental Units as defined in Section 5 of this Contract . This report shall be in a tab-delimited text file or an Excel spreadsheet that references the BidBuy Purchase Order (PO) number, time period being reported, and must include the following:

PO Line Number, Description, Quantity, Ordering Entity

The report will be sent to the following email address: CMS.BOSS.Sourcing@illinois.gov.

A sample of the report’s format is as follows:

Line Item #	Description	Quantity	Ordering Entity
1	XXXXXXXXXX	XXX	XXXXXXX
2	XXXXXXXXXX	XXX	XXXXXXX

1.4. VENDOR / STAFF SPECIFICATIONS:

- 1.4.1. Vendor Meetings:

- a. The Vendor shall participate in a pre-season meeting with IDOT Central Bureau of Operations. This meeting will be scheduled after the execution of the contract(s).
- b. The Vendor shall participate in weekly calls with IDOT Central Bureau of Operations throughout the winter season.
- c. The Vendor shall participate in a post-season meeting with IDOT Central Bureau of Operations that will be scheduled between April to June.

1.4.2. Stockpile and Delivery Performance:

- a. Delivery Performance: Freezing of waterways and the impact on delivery must be reasonably anticipated by the Vendor and is not a cause to claim Force Majeure.
- b. STOCKPILE AVAILABILITY: Successful Vendors shall have stockpiles of Rock Salt in Illinois or near its boundaries in quantities that are sufficient to satisfy the State of Illinois contractual requirements and stockpile staging requirements shall be as follows:

1.1.100% at upper MISSISSIPPI RIVER STOCKPILE locations, DISTRICT-1, DISTRICT-2, DISTRICT-3, and DISTRICT-4 by December 1st.

1.2.50% at all other Downstate Stockpile locations by December 1st and 100% by January 1st.

Such stockpiles must be near enough to delivery points to allow for timely delivery as required by the State of Illinois contractual requirements.

Vendors may also be required to furnish a list of rock salt commitments against these stockpiles as a result of other contractual agreements.

- c. STOCKPILE INSPECTIONS: The State reserves the right to inspect and/or test the rock salt provided at the Vendor's stockpile points or at the salt storage facility destination, whichever is most convenient to the State.

- 1.4.3. Safety Data Sheets: The Vendor is required to furnish a Safety Data Sheet (SDS) for each toxic substance shipped. Submission of Safety Data Sheets is required by the Illinois Toxic Substances Disclosure to Employees Act. 820 ILCS 255/1 ET SEQ, or subsequent amendment.

- 1.4.4. Vendor must be registered in BidBuy before entering into the resulting Contract with the State of Illinois.

1.5. TRANSPORTATION AND DELIVERY:

- 1.5.1. Delivery Time: Delivery will be made F.O.B. Destination with all transportation and handling paid by the Vendor to any participating Governmental Unit. Deliveries are to be made within seven (7) working days, or as extended by order guidelines in Section 1.2.5.f. For all orders placed by contract participants on or after December 1 and prior to May 1st of any year, order delivery performance shall be subject to application of Liquidated Damages as stated in Section 1.5.10 below.
- 1.5.2. Delivery Schedule: Salt order deliveries will be accepted only during regular workdays (Monday thru Friday) and work hours (7:30 a.m. - 3:30 p.m.) excluding state holidays, except where special arrangements are made in advance with an appropriate representative at the delivery site.
- 1.5.3. Delivery Locations: All delivery locations are listed within each line item in BidBuy. Specific delivery notes for other governmental units will be given at the time of order.
- 1.5.4. Payment of Tolls: The Vendor shall be required to pay the full amount of tolls, if any, incurred during the duration of the contract. Said tolls will not be refunded by the ordering agency.
- 1.5.5. Delivery Tickets: Each delivery ticket shall be a direct entry (no manual entries) certified scale ticket indicating gross, tare, and net weight of each truckload of rock salt. Unless otherwise directed, delivery ticket must also be signed by an authorized agency representative at the delivery location point to verify that agency has accepted the material. The Vendor shall include the release order number and the date of delivery on each delivery ticket. The Vendor shall ensure all weights and measures shown on all tickets are correct.
- 1.5.6. Delivery Requirements: All truck loads shall be covered with approved weatherproof material. Vendor shall ensure the delivery person inspects the inside of the trailer and all salt is removed from the trailer before leaving a delivery point. Pre-loading trucks prior to the date of delivery is not allowed and may be rejected at the delivery site. In the event any agency discovers preloaded rock salt already dumped at its location, the salt may be reloaded onto the cartage hauler's truck by the agency and returned for credit and the Vendor shall immediately ship a conforming load of replacement Rock Salt, or at agencies' option to issue a refund consistent with the dollar amount of the original order.

- 1.5.7. Delivery Method: All deliveries will be on the basis of the "End-Dumping" method. Vendors shall be governed by the specific delivery instructions, as to unloading point, issued by an applicable agency when they place their order for a particular location.
- 1.5.8. Weights and Measures: Governmental units reserve the right to require that trucks may occasionally be directed to a scale in the vicinity of the delivery point as a check on delivered truckloads. The governmental units reserve the right to take action to remedy Vendor's failure to provide accurate weights and measures.
- 1.5.9. Foreign Materials: All truck loads shall be free of any foreign material such as mud, rocks, grader teeth, wood, tarpaulins, etc. or the load may be rejected. In the event any agency discovers foreign material in truckloads of rock salt already dumped at its location, the salt and foreign matter may be reloaded onto the cartage hauler's truck by the agency and returned for credit and the Vendor shall immediately ship a conforming load of replacement Rock Salt, or at agencies' option to issue a refund consistent with the dollar amount of original order.
- 1.5.10. Damages: Governmental units reserve the right to take action against Vendor delivery failure as follows:

Liquidated Damages: From December 1 through May 1 of the current season, if the Vendor is unable to make delivery within the authorized delivery time, the governmental units shall assess and have the right to retain as Liquidated Damages, and not as a penalty, 5 percent per working day on the undelivered portion of the order, but not to exceed 50 percent of the total order. Governmental units and Vendor agree that at the time of contracting, the amount of actual damages is uncertain. Governmental units and Vendor further agree that the amount of Liquidated Damages in this Section is reasonable and bears relation to the damages which may be sustained in the event of a breach.

Delivery Failure Damages: If after seven (7) days' assessment of Liquidated Damage claims, a Vendor has still failed to deliver as required, governmental units reserve the right to immediately, and without notice to Vendor, take action to remedy Vendor failure. This may include the termination of the order and purchase of salt from other sources, or other action to ensure ice control availability for public safety purposes. Note that any or all additional costs may be collected from the original Vendor, in addition to the applied Liquidated Damages.

1.6. SUBCONTRACTING

Subcontractors are allowed. 

1.6.1. Will subcontractors be utilized? ☒ Yes ☐ No

A subcontractor is a person or entity that enters into a contractual agreement with a total value of \$100,000 or more with a person or entity who has a contract subject to the Illinois Procurement Code pursuant to which the person or entity provides some or all of the goods, services, real property, remuneration, or other monetary forms of consideration that are the subject of the primary State contract, including subleases from a lessee of a State contract.

All contracts with subcontractors where the annual value of the subcontract is greater than \$50,000 must include Illinois Standard Certifications completed by the subcontractor.

1.6.2. Please identify below subcontracts with an annual value of \$100,000 or more that will be utilized in the performance of the contract, the names and addresses of the subcontractors, and a description of the work to be performed by each.

- Subcontractor Name: See attached subcontractor listing 

Amount to Be Paid:

Address:

Description of Work:

- Subcontractor Name:

Amount to Be Paid:

Address:

Description of Work:

If additional space is necessary to provide subcontractor information, please attach an additional page.

1.6.3. If the annual value of any the subcontracts is more than \$100,000, then the Vendor must provide to the State the Financial Disclosures and Conflicts of Interest for that subcontractor.

1.6.4. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor is required to promptly notify, in writing, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses

and the expected amount of money that each new or replaced subcontractor will receive pursuant to this Contract. Any subcontracts entered into prior to award of this Contract are done at the sole risk of the Vendor and subcontractor(s).

1.7. SUCCESSOR VENDOR

- ☐ Yes ☒ No This contract is for services subject to 30 ILCS 500/25-80. Heating and air conditioning service contracts, plumbing service contracts, and electrical service contracts are not subject to this requirement. Non-service contracts, construction contracts, qualification-based selection contracts, and professional and artistic services contracts are not subject to this requirement.

1.8. WHERE SERVICES ARE TO BE PERFORMED: Unless otherwise disclosed in this section all services shall be performed in the United States. If the Vendor performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the contract by Vendor.

Vendor shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If the Vendor received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Vendor shifts any such work outside the United States.

- Location where services will be performed: See attached Location Listing 

Value of services performed at this location:

- Location where services will be performed:

Value of services performed at this location:

2. PRICING

2.1 FORMAT OF PRICING:

2.1.1 Vendor shall submit pricing in the line items on BidBuy, based on the terms and conditions set forth in section 1 of this Contract.

2.1.2 Pricing shall be submitted in the following format: Per the Unit of Measure on the line items in BidBuy.

Pricing shall be submitted by entering the cost per unit of measure based on minimum order quantities on each line item in BidBuy. Prices must include all costs shipped F.O.B. Destination and may not include any additional costs due to taxes (federal or otherwise) unless accompanied by proof the State is subject to the tax.

2.2 TYPE OF PRICING: The Illinois Office of the Comptroller requires the State to indicate whether the contract price is firm or estimated at the time it is submitted for obligation. The total price of this contract is estimated.

2.3 EXPENSES ALLOWED: Expenses are not allowed.

2.4 DISCOUNT: The State may receive a 0 % discount for payment within 0 days of receipt of correct invoice. This discount will not be a factor in making the award.

2.5 VENDOR'S PRICING: For procurements conducted in BidBuy, the State may include in this Contract the BidBuy Purchase Order as it contains the agreed pricing.

2.6 MAXIMUM AMOUNT: This Joint Purchase Master Contract is an indefinite quantity contract.

3. TERM AND TERMINATION

3.1 TERM OF THIS CONTRACT: This contract has an initial term commencing upon the last dated signature of the Parties to September 30, 2025.

3.1.1 In no event will the total term of the contract, including the initial term, any renewal terms and any extensions, exceed ten (10) years. 30 ILCS 500/20-60

3.1.2 Vendor shall not commence billable work in furtherance of the contract prior to final execution of the contract except when permitted pursuant to 30 ILCS 500/20-80.

The State may include in this contract the BidBuy Purchase Order as it contains the agreed term.

3.2 RENEWAL: N/A

3.3 TERMINATION FOR CAUSE: The State may terminate this contract, in whole or in part, immediately upon notice to the Vendor if: (a) the State determines that the actions or inactions of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Vendor has notified the State that it is unable or unwilling to perform the contract.

If Vendor fails to perform to the State's satisfaction any material requirement of this contract, is in violation of a material provision of this contract, or the State determines that the Vendor lacks the financial resources to perform the contract, the State shall provide written notice to the Vendor to cure the problem identified within the period of time specified in the State's written notice. If not cured by that date the State may either: (a) immediately terminate the contract without additional written notice or (b) enforce the terms and conditions of the contract.

For termination due to any of the causes contained in this Section, the State retains its rights to seek any available legal or equitable remedies and damages.

3.4 TERMINATION FOR CONVENIENCE: The State may, for its convenience and with thirty (30) days prior written notice to Vendor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor.

Upon submission of invoices and proof of claim, the Vendor shall be entitled to compensation for supplies and services provided in compliance with this contract up to and including the date of termination.

3.5 AVAILABILITY OF APPROPRIATION: This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract,

in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor decreases the Agency's funding by reserving some or all of the Agency's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly, or (3) the Agency determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease.

4. STANDARD BUSINESS TERMS AND CONDITIONS

4.1 PAYMENT TERMS AND CONDITIONS:

- 4.1.1 Late Payment: Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained in Vendor's invoices shall have no force or effect.
- 4.1.2 Minority Contractor Initiative: Any Vendor awarded a contract of \$1,000 or more under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.
- 4.1.3 Expenses: The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.
- 4.1.4 Prevailing Wage: As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Illinois Department of Labor (DOL) and are available on DOL's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting DOL at 217-782-6206 or (<https://labor.illinois.gov>) to ensure understanding of prevailing wage requirements.
- 4.1.5 Federal Funding: This contract may be partially or totally funded with Federal funds. If Federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided to the awarded Vendor in the notice of intent to award.
- 4.1.6 Invoicing: By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of this contract, and the amount billed and expenses incurred are as allowed in this contract. Invoices for supplies purchased, services performed, and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.
 - 4.1.6.1 Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the

applicable Agency's Illinois tax exemption number and Federal tax exemption information.

- 4.1.6.2 Vendor shall invoice at this completion of the contract unless invoicing is tied in this contract to milestones, deliverables, or other invoicing requirements agreed to in the contract.

Send invoices to:

Agency:	Requesting Agency / Entity
Attn:	Requesting Agency / Entity
Address:	Requesting Agency / Entity
City, State Zip	Requesting Agency / Entity

For procurements conducted in BidBuy, the Agency may include in this contract the BidBuy Purchase Order as it contains the Bill To address.

- 4.2 ASSIGNMENT:** This contract may not be assigned or transferred in whole or in part by Vendor without the prior written consent of the State.
- 4.3 SUBCONTRACTING:** For purposes of this section, subcontractors are those with contracts with an annual value exceeding \$100,000 and who are specifically hired to perform all or part of the work covered by this contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within fifteen (15) days after execution of this contract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the Standard Illinois Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, then Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses, the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract, and the general type of work to be performed. 30 ILCS 500/20-120.
- 4.4 AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of this contract and any subcontract necessary to support amounts charged to the State pursuant this contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three (3) years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor

for a period of three (3) years from the later of final payment under the term or completion of the subcontract. If Federal funds are used to pay contract costs, the Vendor and its subcontractors must retain their respective records for five (5) years. Books and records required to be maintained under this section shall be available for review or audit by representatives of the procuring Agency, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this contract or any subcontract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's or subcontractor's books and records. 30 ILCS 500/20-65.

- 4.5 TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning this contract is being resolved unless otherwise directed by the State.
- 4.6 NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
- 4.7 FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel this contract without penalty if performance does not resume within thirty (30) days of the declaration.
- 4.8 CONFIDENTIAL INFORMATION:** Each Party to this contract, including its agents and subcontractors, may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of this contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of this contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of this contract, in whatever form it is maintained, promptly at the end of this contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in

the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or that is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

4.9 USE AND OWNERSHIP: All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work for hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to the confidentiality provisions of this contract.

4.10 INDEMNIFICATION AND LIABILITY: The Vendor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any real or personal property, or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents; or (d) any actual or alleged claim that the services or goods provided under this contract infringe, misappropriate, or otherwise violate any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party. In accordance with Article VIII, Section 1(a),(b) of the Constitution of the State of Illinois, the State may not indemnify private parties absent express statutory authority permitting the indemnification. Neither Party shall be liable for incidental, special, consequential, or punitive damages.

4.11 INSURANCE: Vendor shall, at all times during the term of this contract and any renewals or extensions, maintain and provide a Certificate of Insurance naming the State as an additionally insured for all required bonds and insurance. Certificates may not be modified or canceled until at least thirty (30) days' notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability insurance in the amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto (Combined Single Limit Bodily Injury and Property Damage), in amount of

\$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in the amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.

4.12 INDEPENDENT CONTRACTOR: Vendor shall act as an independent contractor and not an agent or employee of, or joint venturer with the State. All payments by the State shall be made on that basis.

4.13 SOLICITATION AND EMPLOYMENT: Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.

4.14 COMPLIANCE WITH THE LAW: The Vendor, its employees, agents, and subcontractors shall comply with all applicable Federal, State, and local laws, rules, ordinances, regulations, orders, Federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.

4.15 BACKGROUND CHECK: Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractor's officers, employees or agents. Vendor or subcontractor shall immediately reassign any individual who, in the opinion of the State, does not pass the background check.

4.16 APPLICABLE LAW:

4.16.1 PREVAILING LAW: This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois.

4.16.2 EQUAL OPPORTUNITY: The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 Ill. Adm. Code 750.

4.16.3 COURT OF CLAIMS; ARBITRATION; SOVEREIGN IMMUNITY: Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any dispute arising out of this contract. The State of Illinois does not waive sovereign immunity by entering into this contract.

4.16.4 OFFICIAL TEXT: The official text of the statutes cited herein is incorporated by reference. An unofficial version can be viewed at (www.ilga.gov/legislation/ilcs/ilcs.asp).

4.17 ANTI-TRUST ASSIGNMENT: If Vendor does not pursue any claim or cause of action it has arising under Federal or State antitrust laws relating to the subject matter of this contract,

then upon request of the Illinois Attorney General, Vendor shall assign to the State all of Vendor's rights, title and interest to the claim or cause of action.

- 4.18 CONTRACTUAL AUTHORITY:** The Agency that signs this contract on behalf of the State of Illinois shall be the only State entity responsible for performance and payment under this contract. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs in addition to an Agency, he/she does so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order or orders with the Vendor shall have any liability to the Vendor for that order or orders.
- 4.19 EXPATRIATED ENTITIES:** Except in limited circumstances, no business or member of a unitary business group, as defined in the Illinois Income Tax Act, shall submit a bid for or enter into a contract with a State agency if that business or any member of the unitary business group is an expatriated entity.
- 4.20 NOTICES:** Notices and other communications provided for herein shall be given in writing via electronic mail whenever possible. If transmission via electronic mail is not possible, then notices and other communications shall be given in writing via registered or certified mail with return receipt requested, via receipted hand delivery, via courier (UPS, Federal Express or other similar and reliable carrier), or via facsimile showing the date and time of successful receipt. Notices shall be sent to the individuals who signed this contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change its contact information.
- 4.21 MODIFICATIONS AND SURVIVAL:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.
- 4.22 PERFORMANCE RECORD / SUSPENSION:** Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of this contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue this contract, suspend Vendor from doing future business with the State for a specified period of time, or whether Vendor can be considered responsible on specific future contract opportunities.

4.23 FREEDOM OF INFORMATION ACT: This contract and all related public records maintained by, provided to, or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) notwithstanding any provision to the contrary that may be found in this contract. 5 ILCS 140.

4.24 SCHEDULE OF WORK: Any work performed on State premises shall be performed during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.

4.25 WARRANTIES FOR SUPPLIES AND SERVICES:

4.25.1. Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.

4.25.2. Vendor shall ensure that all manufacturers' warranties are transferred to the State and shall provide to the State copies of such warranties. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.

4.25.3. Vendor warrants that all services will be performed to meet the requirements of this contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall immediately reassign any individual who does not perform in accordance with this contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.

4.26 REPORTING, STATUS AND MONITORING SPECIFICATIONS: Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform this contract.

4.27 EMPLOYMENT TAX CREDIT: Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 35 ILCS 5/216, 5/217. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.

The Vendor will be required to report to Central Management Services – Bureau of Strategic Sourcing (BOSS) an annual report on the hiring of Veterans and Ex-Offenders, this report must be sent by September 30th of every year. The report shall be attached and sent to the following email address: CMS.BOSS.Sourcing@illinois.gov.

5. STATE SUPPLEMENTAL PROVISIONS

☒ Agency Definitions

5.1. "Chief Procurement Officer" means the chief procurement officer appointed pursuant to 30 ILCS 500/10-20(a)(4).

5.2. "Governmental unit" means State of Illinois, any State agency as defined in Section 1-15.100 of the Illinois Procurement Code, officers of the State of Illinois, any public authority which has the power to tax, or any other public entity created by statute. In addition, the governmental unit must have participated in the CY24-25 Illinois Department of Central Management Services Joint Participation Agreement Survey and additional participation in the resultant contract is not allowed.

☐ Required Federal Clauses, Certifications and Assurances

☐ Public Works Requirements (construction and maintenance of a public work) 820 ILCS 130/4.

☐ Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, security services, and printing, if valued at more than \$200 per month or \$2,000 per year) 30 ILCS 500/25-60.

☒ Agency Specific Terms and Conditions

5.3. The Chief Procurement Officer for General Services makes this contract available to all governmental units.

5.4. Vendor agrees to extend all terms and conditions, specifications, and pricing or discounts specified in this contract for the items in this contract to all governmental units.

5.5. The supplies or services subject to this Contract shall be distributed or rendered directly to each governmental unit.

5.6. Vendor shall bill each governmental unit separately for its actual share of the costs of the supplies or services purchased.

5.7. The credit or liability of each governmental unit shall remain separate and distinct.

5.8. Disputes between vendors and governmental units shall be resolved between the affected parties.

5.9. All terms and conditions in this Contract apply with full force and effect to all purchase orders.

☐ Other (describe)



June 19, 2024

Subcontractor Work

- **Subcontractor Name:** Matias Trucking, Inc.
Amount to Be Paid: ~\$3,000,000.00
Address: 8755 W 82nd Pl, 2nd Floor, Justice, IL 60458
Description of Work: hauling of bulk road salt
- **Subcontractor Name:** Z Force Transportation, Inc.
Amount to Be Paid: ~\$2,000,000.00
Address: 700 E Joe Orr Rd, Chicago Heights, IL 60411
Description of Work: hauling of bulk rock salt
- **Subcontractor Name:** Portland Trucking
Amount to Be Paid: ~\$400,000.00
Address: 2061 S Harbor Dr., Milwaukee, IL 53207
Description of Work: hauling of bulk rock salt
- **Subcontractor Name:** Wiesbrock Trucking, Inc.
Amount to Be Paid: ~\$1,200,000.00
Address: 1748 E 950th Rd, Leonor, IL 61332
Description of Work: hauling of bulk rock salt
- **Subcontractor Name:** N.E. Finch Co
Amount to Be Paid: ~\$1,900,000.00
Address: 148 S Bloomingdale Rd, Suite 105, Bloomingdale, IL 60108
Description of Work: hauling of bulk rock salt
- **Subcontractor Name:** Starline Trucking
Amount to be Paid: \$400,000.00
Address: 18480 W Lincoln Ave, New Berlin, WI 53146
Description of Work: hauling of bulk road salt

- **Subcontractor Name:** Regina Cartage LLC
Amount to be Paid: ~\$100,000.00
Address: 1133 South State Street, Unit 403B, Chicago, IL 60605
Description of Work: hauling of bulk road salt
- **Subcontractor Name:** All Seasons Trucking
Amount to be Paid: ~\$350,000.00
Address: 7750 Windy Ridge, Dubuque, IA 52003
Description of Work: hauling of bulk road salt
- **Subcontractor Name:** Beelman Logistics, LLC
Address: 1 Racehorse Dr, Venice, IL 62205
Amount to be Paid: \$1,100,000.00
Description of Work: hauling of bulk road salt

WHERE SERVICES ARE TO BE PERFORMED – STOCKPILE LOCATIONS

- **Location where services will be performed:** Calumet, IL
Value of services performed at this location: ~\$29,100,000.00
- **Location where services will be performed:** Milwaukee, WI
Value of services performed at this location: ~\$4,325,000.00
- **Location where services will be performed:** Ottawa, IL
Value of services performed at this location: ~\$7,650,000.00
- **Location where services will be performed:** Peoria, IL
Value of services performed at this location: ~\$7,500,000.00
- **Location where services will be performed:** Dubuque, IA
Value of services performed at this location: ~\$1,900,000.00
- **Location where services will be performed:** Venice, IL
Value of Service to be performed at this location: \$4,725,000.00

Northbrook, Village of	655 Huehl Road	Northbrook	IL	60062	655 Huehl Road, Northbrook, IL 60062	Cook	1606	\$66.53
Northlake, City of	100 W. Palmer Ave.	Northlake	IL	60164	55 E. North Ave. Northlake IL 60164	Cook	1120	\$64.07
Nunda Township Road District	3518 Bay Road	Crystal Lake	IL	60012	3518 Bay Road Crystal Lake, IL 60012	McHenry	1500	\$69.70
Oak Brook, Village of	600 Oak Brook Rd.	Oak Brook	IL	60523	1200 Oak Brook Rd., Oak Brook, IL 60523	DuPage	506	\$64.79
Oak Forest, City of	15722 LOREL AVE	Oak Forest	IL	60452	15440 S. CENTRAL AVE, OAK FOREST, IL 60452	Cook	1250	\$61.86
Oak Lawn, Village of	11000 S. Laverne Ave.	Oak Lawn	IL	60453	9446 S Raymond Ave. Oak Lawn, IL 60453	Cook	4000	\$62.29
Oak Park, Village of	201 South Boulevard	Oak Park	IL	60302	201 South Blvd Oak Park, IL 60302	Cook	2000	\$62.98
Oakton College	1600 E. Golf Road	Des Plaines	IL	60016	1600 E. Golf Rd., Des Plaines, IL 60016	Cook	110	\$72.48

80%	Morton	P-71007	49	59
80%	Morton	P-71007	50	60
100%	Morton	P-71007	168	230
80%	Morton	P-71007	117	142
80%	Morton	P-71007	51	61
80%	Morton	P-71007	52	62
80%	Morton	P-71007	53	63
80%	Morton	P-71007	55	65



ITEM 9.A.4.

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

AGENDA ITEM

Board of Trustees Regular Meeting
of
November 12, 2024

SUBJECT: Authorization of a purchase order for one Peterbilt Truck with a Snowplow/Salt Spreader.

FROM: Tim O'Malley, Public Works Director

BUDGET SOURCE/BUDGET IMPACT: \$307,694.53 will be allocated in account 351-90200 of the FY 2026 Budget. However, since it is a specialty ordered item that takes over a year to receive, we request the board to authorize a promissory note for its future purchase.

RECOMMENDED MOTION: I move that the Village Board approve Resolution R-2245 awarding a purchase of a Peterbilt Truck with a Snowplow/Salt Spreader, in the amount of \$307,694.53. This item will be incorporated into the FY 2026 budget. However, since it is a specialty ordered item that takes over a year to receive, staff requests that the Village Board authorize issuance of a promissory note for its future purchase.

Background/History:

The Village's 2010 International truck, a primary vehicle for snow removal and deicing, has been in service for approximately 14 years. The truck has reached the end of its reliable service life, with increasing maintenance costs and operational downtime. As part of our commitment to maintaining safe and efficient winter road maintenance, this vehicle must be replaced with a more reliable and modern alternative. The proposed replacement is a Peterbilt truck, which will be equipped with both a snowplow and salt spreader to meet the operational demands of the Village's winter maintenance program.

Lead Time and Supply Chain Challenges

Currently, the procurement of heavy-duty vehicles is affected by significant supply chain disruptions, resulting in unusually long lead times. Based on the latest manufacturer projections, delivery of the Peterbilt truck would not occur until late 2025 or early 2026. To ensure the Village has the necessary equipment available for future winter seasons, it is essential to place the order now for the future. Failure to place the order at this time could further extend the delivery timeline and potentially increase costs due to inflation or market fluctuations.

Estimated Cost

The estimated cost for the purchase of the Peterbilt truck, including the snowplow and salt spreader, is \$307,694.53. This estimate includes the base price of the vehicle, specialized winter equipment, and additional delivery or setup fees.

Recommendation:

Staff recommends the Village Board approve Resolution R-2245 awarding the purchase of a Peterbilt Truck with a Snowplow/Salt Spreader, in the amount of \$307,694.53.

Attachments:

1. 2024-PW-CNTRCT-PO-SNW-R-2245
2. Peterbilt Contract 032824
3. MPA-2220-LOC-and-Henderson-EXECUTED
4. LOC-Intergovernmental-Agreement

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

RESOLUTION

NUMBER 2024-PW-CNTRCT-PO-SNW-R-2245

A RESOLUTION
APPROVING AND AUTHORIZING STAFF TO ISSUE A
PURCHASE ORDER TO JX TRUCK, FOR ONE PETERBILT
TRUCK WITH A SNOWPLOW AND SALT SPREADER

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

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

Village Board

Published in pamphlet form by authority of the
President and the Board of Trustees of the Village of Oak Brook
on this the 12th day of November 2024

RESOLUTION NO. 2024-PW-CNTRCT-PO-SNW-R-2245

A RESOLUTION
APPROVING AND AUTHORIZING STAFF TO ISSUE A PURCHASE ORDER TO JX TRUCK,
FOR ONE PETERBILT TRUCK WITH A SNOWPLOW AND SALT SPREADER

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

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

WHEREAS, the Village's existing snow removal and deicing vehicle has reached the end of its useful life and is need of replacement;

WHEREAS, Staff has solicited quotes for the purchase of one replacement Peterbilt Truck with a Snowplow and Salt Spreader, in the amount of \$307,694.53., from JX TRUCK ("Company") located out of BOLINGBROOK, Illinois;

WHEREAS, Staff recommends approval by the Corporate Authorities to issue the Purchase Order, attached hereto and incorporated herein as Exhibit A, for one Peterbilt Truck with a Snowplow and Salt Spreader to JX TRUCK; and

WHEREAS, Village President and the Board of Trustees have determined that it is in the best interest of the Village to approve the purchase provided herein, in accordance with the Purchase Order.

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

Section One – Recitals

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

Section Two – Approval of Purchase Order

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

Section Three – Authorization and Direction

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

Section Four - Other Actions Authorized

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

Section Five - Authorization of Expenditures

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

Section Six – Waiver of Bidding Process

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

Section Seven - Acts of Village Officials

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

Section Eight – Effective Date

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

Section Nine - Publication

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

Section ten – Conflict Clause

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

Section Eleven – Saving Clause

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

Section Twelve – Recording

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

PASSED THIS 12th day of November 2024.

Ayes: _____

Nays: _____

Absent: _____

APPROVED THIS 12th day of November 2024.

LAURENCE E. HERMAN,
Village President

ATTEST:

NETASHA SCARPINITI,
Village Clerk

EXHIBIT A

[Purchase Order]

**Solicitation Number: RFP #032824****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Peterbilt Motors Company, 1700 Woodbrook Street, Denton, TX 76205 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires July 9, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;

- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted

price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

- b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
- 2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
- 3. *Use; Quality Control.*
 - a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
- 4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with

the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

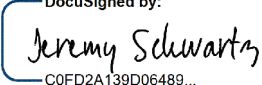
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

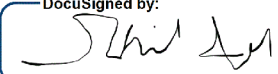
22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Peterbilt Motors Company

DocuSigned by:

C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 7/5/2024 | 11:29 PM CDT

DocuSigned by:

DD52CB0924194DD...
By: _____
Phill Hall
Title: National Fleet Sales Manager
Date: 7/5/2024 | 2:26 PM CDT

RFP 032824 - Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services

Vendor Details

Company Name: Peterbilt Motors - MD Sales

Does your company conduct business under any other name? If yes, please state: TX

Address: 3200 Airport Road
Denton, TX 76205

Contact: Phillip Hall

Email: phillip.hall@paccar.com

Phone: 940-367-5665

Fax: 940-367-5665

HST#:

Submission Details

Created On: Thursday February 08, 2024 08:16:30

Submitted On: Thursday March 28, 2024 09:59:08

Submitted By: Phillip Hall

Email: phillip.hall@paccar.com

Transaction #: 7e53e445-46c2-4228-b451-099b1f022cfa

Submitter's IP Address: 71.14.148.40

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Peterbilt Motors Company	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	8K065	*
5	Proposer Physical Address:	1700 Woodbrook Street Denton, Texas 76205	*
6	Proposer website address (or addresses):	http://www.peterbilt.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Phil Hall National Fleet Sales Manager 1700 Woodbrook Street Denton, Texas 76205 phillip.hall@paccar.com (940) 591-4006	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Phil Hall National Fleet Sales Manager 1700 Woodbrook Street Denton, Texas 76205 phillip.hall@paccar.com (940) 591-4006	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Corin Gleason District Sales Manager Corin.Gleason@paccar.com (708)-833-1508 Greg Grabinsky Vocational Sales Manager Greg.Grabinsky@paccar.com (416) 523-4497	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Peterbilt Motors Company was founded in 1939. For 80+ years Peterbilt has been manufacturing Medium-Duty and Heavy-Duty commercial trucks for the U.S. & Canadian Market. We are proud to be American-owned, headquartered in the great state of Texas. Peterbilt operates manufacturing and parts distribution facilities across the U.S. & Canada and has a large independently owned & operated dealer network consisting of 423 locations and adding on average of 25 locations per year. Our trucks are recognized as the most reliable, durable, and highest quality trucks, well suited for the harshest vocational applications that government/municipal fleets operate in on a daily basis. Peterbilt's four core values: 1) Purposeful Innovation - Provide technologically advanced products and services that deliver outstanding performance and value. 2) Individualized Solutions - Customize every Peterbilt product to meet the unique business needs of the customer, and support the customer with after-sales programs and services tailored to them. 3) Enduring Craftsmanship - Manufacture the industry's most durable and reliable trucks, assembled to the highest quality standards by the industry's proudest employees. 4) Pride & Class - Maintain a passion for unrivaled performance, forged out of the heritage of the iconic brand and focused on inspired styling and a premium driver experience. Peterbilt's business philosophy Peterbilt's business philosophy is to produce the highest quality, most durable, reliable trucks on the market that provide our owners with years of dependable and efficient service and therefore the best return on investment. Peterbilt trucks are designed to last longer than any other truck on the market - on purpose! Peterbilt is the most highly desired truck on the used-truck market for a reason; the trucks are still reliable & dependable and can provide many more years of service. In fact, 94% of Peterbilt trucks in-serviced 20 years ago are STILL being in-serviced now - far better than competing OEMs.	*
11	What are your company's expectations in the event of an award?	Peterbilt has marketed the Sourcewell Program on its website; both internally and externally. We take every opportunity to advertise our contract with Sourcewell; trade- shows, conventions, expositions, dealer open houses, and dealer training events, etc. We hold Sourcewell Webinars for our entire dealer network multiple times/year and release Dealer Bulletins to further communicate and promote our contract. If awarded, we would continue to aggressively promote our Sourcewell contract both internally & externally at events, through training, marketing, social media, etc. Our expectation is that Sourcewell members will continue to utilize the Peterbilt contract in order to secure vehicles that offer class leading reliability, durability, and value.	*

12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Peterbilt is a Division of Paccar, Inc. (www.paccar.com). PACCAR is a global technology company that designs and manufactures premium quality light, medium and heavy duty commercial vehicles sold worldwide under the Kenworth, Peterbilt and DAF nameplates. PACCAR designs and manufactures diesel engines and other powertrain components for use in its own products and for sale to third party manufacturers of trucks and buses. PACCAR distributes aftermarket truck parts to its dealers through a worldwide network of Parts Distribution Centers. Finance and leasing subsidiaries facilitate the sale of PACCAR products in many countries worldwide. PACCAR maintains exceptionally high standards of quality for all of its products: they are well engineered, highly customized for specific applications and sell in the premium segments of their markets, where they have a reputation for superior performance and pride of ownership. PACCAR had an outstanding year in 2022. The company's revenues of \$28.82 billion and net income of \$3.01 billion were the highest in the company's history. The after-tax return on revenue increased to 10.4%. PACCAR has earned an annual net income for 84 consecutive years. PACCAR's financial results reflect the company's industry leading trucks and powertrains, excellent aftermarket parts and financial services businesses and continued technology leadership. PACCAR's strong financial performance generated an industry leading after-tax return on beginning stockholders' equity of 26% in 2022. Year-end stockholders' equity was a record \$13.17 billion. PACCAR's financial performance has enabled the company to declare \$8.9 billion in dividends during the last ten years. PACCAR's A+/A1 credit rating supported PACCAR Financial Services' record pre-tax profits of \$588.9 million, including \$6.22 billion of new loan and lease volume. In 2022, capital investments were \$505 million and research and development expenses were \$341 million. These investments enabled PACCAR's truck factories to build zero emissions vehicles, supported global production capacity increases and implemented advanced technologies to enhance manufacturing efficiency, including the expanded use of automated guided vehicles. PACCAR made excellent progress in the development of its proprietary autonomous vehicle platform and advanced its partnership with Aurora to commercialize autonomous vehicles. Peterbilt, Kenworth and DAF continued to enhance their industry leading connected services offerings that provide valuable vehicle performance data to our customers, while also providing PACCAR with an increasing stream of recurring revenue. PACCAR is a leader in the development of battery-electric, hydrogen combustion and hydrogen fuel cell vehicles. Kenworth, Peterbilt and DAF delivered nearly 200 battery-electric trucks to customers in 2022 and have nine zero emissions vehicle models in production with a backlog of hundreds of customer units on order. PACCAR's three global embedded software development centers and global connected truck teams are providing proprietary, customer-focused solutions for all parts of the business. 2022 Financial Highlights - Worldwide net sales and revenues were \$28.82 billion in 2022 compared to \$23.52 billion in 2021, primarily due to higher truck and parts revenues. - Truck sales were \$21.49 billion in 2022 compared to \$16.80 billion in 2021, primarily due to higher truck deliveries and price realization in all markets. - Parts sales were \$5.76 billion in 2022 compared to \$4.94 billion in 2021 reflecting higher demand and price realization in all markets. - Financial Services revenues were \$1.51 billion in 2022 compared to \$1.69 billion in 2021, primarily due to lower used truck sales. - In 2022, PACCAR earned net income for the 84th consecutive year. Net income was \$3.01 billion (\$5.75 per diluted share) in 2022 compared to \$1.87 billion (\$3.57 per diluted share) in 2021 reflecting higher Truck, Parts and Financial Services operating results. - Capital investments were \$505.0 million in 2022 compared to \$511.8 million in 2021. - After-tax return on beginning equity (ROE) was 26.0% in 2022 compared to 17.7% in 2021. - Research and development (R&D) expenses were \$341.2 million in 2022 compared to \$324.1 million in 2021. See attached 01-PACCAR Annual Report
13	What is your US market share for the solutions that you are proposing?	Class 6/7: 6.1% Class 8: 13.9% Above numbers take into account ALL trucks/tractors with the majority being freight- hauling tractors and inner-city delivery trucks. Looking only at Vocational-Trucks, which includes the government sector, Peterbilt market share overall is 11.9% (Class 6/7/8 - all inclusive).
14	What is your Canadian market share for the solutions that you are proposing?	Class 6/7: 7.0% Class 8: 12.4% Above numbers take into account ALL trucks/tractors with the majority being freight- hauling tractors and inner-city delivery trucks. Looking only at Vocational-Trucks, which includes the government sector, Peterbilt market share is overall 9.67% (Class 6/7/8 - all inclusive).
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	NO

16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Peterbilt Motors Company is a manufacturer of commercial trucks. Peterbilt has a dealer network of 432 locations across the U.S. & Canada. Peterbilt dealers are independently owned & operated. All Peterbilt dealers must meet stringent sales, service, and parts support requirements as set forth in their dealer contract with Peterbilt Motors Company & Paccar, Inc. Peterbilt dealers employ 1,000+ salespersons across the U.S. & Canada. Dealer sales personnel are required to stay up to date on the latest product updates, industry technologies, emissions, etc through in-person & on-line training throughout each calendar year. All Peterbilt dealer salespersons are licensed to sell in the States they are assigned. In addition to the dealer network sales force, Peterbilt Motors also employs a factory- sales-management staff of approximately 40; 13 of which are focused on Vocational Trucks, including government/municipal accounts. Peterbilt also employs an individual dedicated to government contracts and the Sourcwell contract. Peterbilt factory sales managers are required to complete truck product, and all other industry related training throughout the year. All Peterbilt factory sales managers are licensed to sell in the States they are assigned. Peterbilt dealer AND factory sales forces work collaboratively with fleets to ensure the * customer experience is optimized in regards to truck specifications, performance, etc. Peterbilt dealer service network includes 432+ locations (add ~25/year), 60 independent dealer groups, 5,000+ dealer personnel, and highly trained technicians that are ALL 100% factory certified. Peterbilt dealer locations perform all levels of service work from standard preventive maintenance to warranty repairs to complete engine rebuilds. Dealers also offer custom maintenance solutions including contract maintenance, mobile service, and on-site technician support. Peterbilt dealers offer on-site comprehensive fluid analysis, DOT inspections and RapidCheck Express Service (provide diagnostics and an estimate of repairs in two hours or less). Dealers offer drop off service as well as pick-up and delivery. Dealers also provide Mobile Service truck for repairs at your locations.. 24/7 roadside assistance as well as a 24/7 repair hotline also available at 1-800-4- PETERBILT. Peterbilt factory service support management team consists of 30+ individuals across the U.S. & Canada that work collaboratively with our dealers service managers and technicians to take care of our customers & their trucks, from in-depth troubleshooting to warranty & policy support.
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Peterbilt Manufacturing facilities are ISO 9001:2015 certified. Peterbilt maintains ISO 14001:2015 Environmental Management System (EMS) to improve its environmental programs and to reduce the environmental impacts of its operations and activities. Peterbilt trucks conform to all applicable Federal Motor Vehicle Safety Standards (FMVSS). Peterbilt trucks are equipped with emission control equipment to comply with all applicable US Environmental Protection Agency (EPA) regulations governing control of air pollution from new motor vehicles and new motor vehicle engines, which are in effect on the date of manufacture. In addition, all vehicles conform to the State of California Vehicle Code air quality standards (CARB) for new motor vehicles and new motor vehicle engines in effect on the date of vehicle manufacture. The exterior sound level of Peterbilt vehicles conforms to the noise legislation of the US Department of Transportation and the EPA. The interior sound level of Peterbilt vehicles, when measured in accordance with the test procedure of SAE J336 do not exceed the decibels per hour dictated in the test procedure. Peterbilt brake systems meet all NHSTA FMVSS regulations. Peterbilt trucks are equipped with a lighting system that conforms to the requirements of FMVSS 108. Peterbilt standard seat belt assembly (shoulder and lap), restraint system hardware, mounting, and performance conform to FMVSS Nos. 208, 209, 210. All instruments, indicators, and panel controls are located, identified and illuminated to conform to 49 CFR, Part 571, FMVSS No. 101. Peterbilt dealers are authorized/certified/licensed to sell Class 5-8 commercial trucks in the States & Provinces in which they do business.
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	2019 Awards 2019 Top Company for Women to Work for in Transportation by the Women In Trucking (WIT) Association - The organization's mission is to encourage the employment of women in the trucking industry, promote their accomplishments, and minimize the obstacles they face. 2020 Awards 2020 Top Company for Women to Work for in Transportation by the Women In Trucking (WIT) Association - The organization's mission is to encourage the employment of women in the trucking industry, promote their accomplishments, and minimize the obstacles they face. 2021 Awards 2021 Top Company for Women to Work for in Transportation by the Women In Trucking (WIT) Association - The organization's mission is to encourage the employment of women in the trucking industry, promote their accomplishments, and minimize the obstacles they face. Award of Distinction from the international Communicator Awards for Peterbilt Online EV Operations Cost Calculator. - The Communicator Awards is a leading international awards program dedicated to recognizing excellence, effectiveness and innovation across all areas of communication. The Peterbilt EV Operating Cost Calculator won for its user experience as a powerful tool for prospective customers to evaluate the Total Cost of Ownership of Peterbilt's three EV vehicle configuration on a per mile (on-highway applications) or per hour basis (vocational applications). 2022 Awards Operational Excellence Leadership Award from the National Association of Manufacturers (NAM) - Peterbilt received an Operational Excellence Leadership award for its Offline Priority Dashboard initiative, which provides a real-time, on-demand source of information assisting the Operations team to better forecast, prioritize and distribute resources, such as parts and labor, in the most effective manner in offline recovery efforts, and to achieve the delivery goals to assist with supply chain recovery across our country. With this new innovative process, Peterbilt streamlined offline processes to deliver trucks to our customers in the most efficient manner. Engineering and Production Technology Award from the National Association of Manufacturers (NAM) - Peterbilt received the award for the Structural Fastening Equipment Modernization project that utilizes a fastening equipment hydraulic system featuring MiniBooster hydraulic pressure intensifiers that are simple, inexpensive, and with a parallel installation and modular mounting system changeable on the fly in the case of failure. Transformative Culture Award from the National Association of Manufacturers (NAM) - Peterbilt received the Transformative Culture award for Safety Program Improvements, with the addition of the Velocity EHS and DuPont STOP program improving the efficiency with immediate corrective actions and shifting the safety culture to the proactive mindset that every safety incident can be prevented. About the National Association of Manufacturers The National Association of Manufacturers (NAM) is the largest manufacturing association in the United States, representing small and large manufacturers in every industrial sector and in all 50 states. The NAM is a powerful voice in the manufacturing community and the leading advocate for a policy agenda that helps manufacturers compete in the global economy and create jobs across the United States. 2022 Top Company for Women to Work for in Transportation by the Women In Trucking (WIT) Association - The organization's mission is to encourage the employment of women in the trucking industry, promote their accomplishments, and minimize the obstacles they face. 2023 Awards 2023 Top Company for Women to Work for in Transportation by the Women In Trucking (WIT) Association - The organization's mission is to encourage the employment of women in the trucking industry, promote their accomplishments, and minimize the obstacles they face.	*
20	What percentage of your sales are to the governmental sector in the past three years	2%	*
21	What percentage of your sales are to the education sector in the past three years	<1%	*
22	List any state, provincial, or cooperative purchasing contracts that you hold.	Peterbilt Motors Company only Cooperative purchasing contract is with Sourcewell.	*
	What is the annual sales volume for each of these contracts over the past three years?	Rush Truck Centers holds contracts with The Florida Sheriffs Association (FSA) and the Houston-Galveston Area Council (H-GAC). Annual volume data available by request through Rush Enterprises.	
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold.	N/A	*
	What is the annual sales volume for each of these contracts over the past three years?		

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Kent County Road Commission	Steve Roose	616-481-5368	*
Montcalm County Road Commission	Mark Christensen	616-835-6654	*
McHenry County DOT	Benjamin Justen	815-334-4977	*
Village of Northfield Illinois	John Rikje	224-707-2645	
Four Rivers Sanitation Authority	Dave Daughenbaugh	815-387-7583	

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of Fresno	Government	California - CA	Refuse Trucks Model 520	6 Trucks	\$955,750	*
City of Virginia Beach	Government	Virginia - VA	Refuse Trucks Model 520	15 Trucks	\$2,018,482	*
City of Visalia	Government	California - CA	Refuse Trucks Model 520	9 Trucks	1,375,987	*
Kent County Road Commission	Government	Michigan - MI	Vocational Truck Model 365	11 Trucks	\$1,854,965	*
Miami Dade County	Government	Florida - FL	Refuse Trucks Model 520	5 Trucks	\$930,620	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable.

Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	Peterbilt Motors Company Factory Sales force consists of Peterbilt's General Manager (equivalent to VP/President at other companies), Assistant General Manager, 3 General Sales Managers over the U.S. & Canada that have a total of 6 Region Managers reporting to them based out of Philadelphia (East), Nashville (South), Denton/Dallas (Midwest), Chicago (Great Lakes), Scottsdale/Phoenix (West), and Toronto (Canada). Each Region Manager oversees 3-4 District Sales Managers. In addition, Peterbilt Motors has a separate Medium-Duty Sales Team (1 per Region/Canada), Vocational Sales Team (1 per Region/Canada), and National Account Sales Team (1 per Region/Canada). Peterbilt also has one National Fleet Sales Manager that is dedicated to the Sourcewell Account. All Sales personnel mentioned above collaborate with Peterbilt's Dealer Network Sales teams which consists of 1,085 individuals throughout the US & Canada, including Sales VPs, Directors, Managers, Sales Personnel, and Sales Administrators. Peterbilt Motors Company also has 3 Dealer Sales Councils comprised of Sales Managers and Representative from all over the US & Canada. The 3 Councils are: National-Accounts Sales Council, Vocational/Government Sales Council, and Medium-Duty Sales Council.	*
27	Dealer network or other distribution methods.	Peterbilt Motors Company's dealer network is independently owned & operated. Peterbilt's dealer network consists of 432 locations across the US & Canada. In addition to the dealer network, Peterbilt's dealers are supported by 7 Paccar-owned Parts Distribution Centers strategically located across the US. The Parts Distribution Centers maintain a 99% fill- rate. In addition to Peterbilt Dealer parts inventories AND the Paccar Parts Distribution Centers, Peterbilt also offers All-Makes parts at over 101 TRP locations in US/Canada and online at https://trpparts.com/ Peterbilt dealers also maintain strong relationships with several Body-Manufacturers. Many of these Body-Companies are Sourcewell members and stock vehicles that utilize Peterbilt trucks. Please see attached 00-Peterbilt Dealer Locations	*
28	Service force.	Peterbilt Motors Company maintains an extensive Corporate service force consisting of a General Manager of Service, Assistant General Manager of Service (GM titles at Peterbilt are equivalent of VP at most companies), Director of Field Service, Director of Warranty, 6 Region Service Managers located across the US (East-Philadelphia, South-Nashville, Midwest-Dallas, Great Lakes-Chicago, West-Phoenix, and Canada- Toronto). Each Region Manager has 3 District Service Managers and 2 Engine Service Managers. The dealer network consists of 5,025 service personnel (Service Managers, Shop Foreman, Technicians, Service Advisors, Service Writers, etc.). Peterbilt Motors Company also has a Dealer Service Council that meets multiple times annually to discuss all things service, preventive maintenance, warranty, etc.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Orders will be coordinated and managed by an authorized Peterbilt Dealer sales person.	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Peterbilt's Customer Service Program, TruckCare, starts with the initial request for service from the customer. Fleets can rely on Peterbilt TruckCare https://partsandservice.peterbilt.com/en/services to connect them to the help they need 24 hours a day, 365 days a year. Wherever in the U.S. or Canada, Peterbilt's dealer network will get you back on the road as fast as possible: • Fast help when you call 1-800-4-PETERBILT • Free registration • Assistance with towing, jump and pull starts, tires, mechanical repairs and preventive maintenance services • An efficient roadside assistance system that tracks all aspects of your job • Custom-mapping technology including On-board diagnostics through SmartLink that locates the nearest Peterbilt dealer, other PACCAR dealer or independent service provider to best assist you • Personalized customer profiles to specify your roadside assistance preferences • Bilingual representatives and translation service to ensure quality assistance in any language Peterbilt Dealers must achieve a year-to-date TruckCare Preventive Maintenance Customer Service Score of 90% or higher from Peterbilt Motors Company. The Preventive Maintenance Customer Service Score for each dealer location will reflect a score based upon the following criteria: 1. Dealer's ability to set firm appointment 2. Resolving all customer complaints regarding service quality, customer treatment, or any other complaint deemed reasonable brought to the attention of the Customer Center. 3. Dealer holding appointment slot for customer. 4. Customer is not to wait longer than 1 hour from the scheduled time of the appointment 5. Customer to receive a completed copy of the Preventive Maintenance Inspection Form at the completion of the service. Since 2020, Peterbilt's "Platinum Service Center Certification". The program is intended to provide superior service for customers. The certification process is stringent: Platinum Factors for Dealerships scores are based on factors including: • Facilities and drivers lounges. • Expanded hours of service. • Parts availability. • Triage procedure. • Having certified Paccar MX engine technicians. Platinum Service Center locations will receive a special designation in Peterbilt's dealer locator on the company's website as well as a plaque to showcase in their dealership. Customer service is also a reflection of parts support; without the needed parts on hand a service event can be significantly delayed. Peterbilt has the parts you need, ready to ship, with a 99% fill rate. Fleets can reduce their inventory levels and gain security by relying on Peterbilt's dealer network of over 405 locations with 7 regional Parts Distribution Centers strategically located across the U.S. Fleets can be set up with Not-to-Exceed Pricing, Consolidated Billing, and dedicated Account Support locally and nationally. Response time capability: Rapidcheck: Available at all Peterbilt Dealer service locations, Rapidcheck provides a Diagnostic check within 2 hours of truck drop-off; No appointment necessary. Rapid Check guarantees the following within 2 hours of when the work order is started: Run initial diagnostic testing on the vehicle Determine needed repairs or if more complete diagnoses is required Check parts availability Provide an estimate of when the vehicle repairs will be complete Communicate all findings to the customer With customer permission, repairs that can be completed within 2 hours will be carried out Response Time Capability: Mobile Service: Peterbilt's dealer network operates a fleet of 968+ mobile repair trucks; the fleet is growing rapidly. Mobile service allows for fast response to problems where the customer cannot or prefers not to bring their vehicle to the Peterbilt dealer location. Common in remote areas or areas where traffic is heavy and therefore drive time to/from dealer is not ideal. Peterbilt also offers National Account Warranty Programs that include: Access to online truck service & option database (E-Portal), Online electronic parts catalog (ECAT), and Field Service Bulletins Option to perform in-house warranty repairs with a sponsoring Dealer Filing Warranty Claims on Behalf of Fleet (Dealer Sponsored) OR Fleet filing direct with Peterbilt (Direct Fleet) Discounted and/or free diagnostic tools.
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Peterbilt's full product line and support services are available to ALL Sourcewell participating entities in the United States.
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Peterbilt's full product line and support services are available to ALL Sourcewell participating entities in Canada.
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	N/A - Peterbilt services ALL geographic areas in the US & Canada.
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	N/A - Peterbilt will fully service ALL Sourcewell participating entity sectors.
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	N/A - No specific contract requirements or restrictions apply to Sourcewell entities in Hawaii, Alaska, or other US Territories.

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Peterbilt Motors Company Marketing strategy for promoting the Sourcewell Contract consists of the following: Internal Dealer Bulletins (sent out to all Dealers Management & Sales Personnel) that announce the program, describe the program, provide pricing, and contact details. Peterbilt Intranet site: Sourcewell is the ONLY entity that has it's own dedicated page on Peterbilt Motors' internal website. The site contains an overview of the program, quick reference guide, customer presentation template, pricing guide, contact information & more. Peterbilt has and will promote Sourcewell at all Vocational/Government shows, conferences, and expos at which we exhibit: NTEA Work Truck Show, WasteExpo, Electric Utility Fleet Managers Conference (EUFMC), International Construction and Utility Electrical Expo (ICUEE), etc. This includes Peterbilt created marketing materials (see attached) as well as Sourcewell provided pop-ups, flags, truck vinyl logos, etc. All of Peterbilt's on-site training events include a module on Sourcewell. On-site training is held at Peterbilt's manufacturing locations on a quarterly basis and is open to all Dealer personnel. In addition to training held at Peterbilt facilities, Peterbilt also holds sales/product training at most major shows (NTEA, WasteExpo, etc) that also include module on Sourcewell. Peterbilt markets our Sourcewell contract on Social Media (Facebook, Twitter, LinkedIn). Peterbilt's dealer network actively promotes their participation in the Peterbilt Sourcewell contract through their websites, social media, and exhibition at various shows including local and regional APWA events. See attached 02-Marketing Plan
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Peterbilt Motors has and will continue to market Sourcewell on our Facebook page and Twitter account. Peterbilt will significantly increase our social media posts in general over the next several years with Sourcewell being part of that. Peterbilt's dealer network utilizes Facebook, Twitter, and LinkedIn primarily to promote their participation in the Sourcewell contract and to make announcements regarding customer procurement via the contract, etc.
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell's role in promoting contracts arising out of this RFP would be to announce the contracts on their website and conduct email campaigns to Sourcewell members. Sourcewell's role is to continue to be present at major shows, expositions, and conferences to actively promote Sourcewell in general and provide assistance to contract holders to actively promote their specific contracts, including providing marketing materials, pop-up flags, truck decals, etc. Sourcewell should continue to offer sponsorship opportunities at major events for contract holders to participate - example) Peterbilt Motors sponsored the "Public Procurement Reception" at WasteExpo in CY2020. Peterbilt Motors Company integrates the Sourcewell contract by setting sales goals for its District Sales Managers and Vocational Sales Managers that involve key government/municipal target accounts in their territories with an emphasis on promoting our Sourcewell Contract. Peterbilt Dealers are provided with presentation templates, marketing material, and filtered spreadsheets of all Sourcewell members in their specific areas of operation. Sales Blitzes and joint sales calls with factory personnel are held monthly.
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Peterbilt products are not available through an e-procurement ordering process; only through Peterbilt Dealers and Sourcewell Member Body-Companies that sell complete/turnkey units to Sourcewell members.

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Peterbilt Motors Company offers on-site and on-line product training, maintenance/service training, and many other courses relevant to the municipal/vocational truck market. Online training is available to all Sourcewell members 100% FREE of charge. Members would need to simply contact their local dealer who will sponsor the customer and provide the initial log in credentials at https://bca-training.net/peterbiltfleet/account/login Members can take any course on the site and/or Fleet Managers can assign courses & track progress. The following are just some of the training on the site that is available: EV Module Engine Service Low Power Visual Inspection Common Rail Troubleshooting Tandem Drive Axle Service Axle Kingpin Replacement Fuel System Flow and Components Common Rail Fuel System Engine Lubrication System Starting and Charging Systems Pending Active and Inactive Codes Clearing the MIL Light Smoke Analysis Low Power Diagnosis Manual Compression Testing EGR System Diagnosis Warning Lights DPF System Diagnosis DEF System Diagnosis Turbo System Diagnosis Diesel Emissions System Exhaust and Aftertreatment System Diagnosis NOx Sensor Diagnosis On-site training is available from Peterbilt Motors Company Factory Training Department for a fee on a reservation basis. Training can be conducted at a Peterbilt Motors facility (factory, Region Office, etc.) or at a Sourcewell Member's fleet location. Peterbilt's Dealer Network also offers operation, maintenance, service and other training. This training is offered for a fee on a reservation basis.
41	Describe any technological advances that your proposed products or services offer.	Peterbilt products and services incorporate leading technologies. By working with world-class supplier partners, Peterbilt leverages industry expertise to design and manufacture advanced vehicles, vehicle systems, powertrain components, hardware and software, all fully integrated to deliver outstanding performance and value. In addition to the standard features of Peterbilt trucks that will be listed below, Peterbilt trucks offer the following technological advances: Digital Display The Peterbilt Digital Display fully integrates with electrical and safety systems found on the new 579, 567, 589, 535, 536, 537, 548, and 520 models including the Bendix Fusion Advanced Driver Assistance System. The state-of-art Digital Display features a fully customizable user interface (UI), delivering an almost endless combination of digital gauges on the main screen at any one time. Operators control the digital UI through one of

three different Drive View Zones. Minimized View eliminates everything but the speedometer and tachometer for minimal driver distraction. Basic View represents traditional information found on analog dashes with Air & Oil Pressure, Fuel & DEF level and Water temperature all prominently displayed along with a speedometer and tachometer. The Enhanced View builds upon the previous views displaying the maximum number of gauges from a list of over 30 information sources. The beauty of the Peterbilt Digital Display is that operators can fine-tune the information shown to suit their individual needs through the easy to use controls found on the all-new steering wheel.

SmartNav:

A high-tech infotainment system, SmartNav delivers GPS navigation (truck maps), communications (integrates with cell phones) and vehicle monitoring (virtual gauges and other truck info) direct to an in-dash seven-inch color touch-screen. The SmartNav display enables intuitive interaction with an array of technologies, functions and apps, including truck camera systems. SmartNav features voice recognition and control, keeping hands on the wheel and eyes on the road. SmartNav integrates seamlessly with your phone via Bluetooth® connection and includes WiFi capability, making it easy to stay in touch no matter where you are. The integrated audio system plays through the truck speakers and can also accommodate satellite radio. The display is available in English, Spanish and French Canadian.

SmartAir:

Peterbilt's proprietary SmartAir system provides a factory installed, no-idle climate control solution that delivers maximum comfort while also reducing emissions and lowering fuel costs. The SmartAir system is powered by four, heavy-duty AGM batteries that are charged during normal driving conditions. When the engine is off, SmartAir provides quiet, efficient, high-power cooling capacity for up to 10 hours on a single charge. Peterbilt's SmartAir design features one of the smallest footprints in the industry. It also features on-board diagnostics, full automatic temperature control in A/C and heating modes and a digital LCD display that makes it easier to control the unit and provides battery monitoring. The system is fully integrated with Peterbilt's existing sleeper HVAC systems, resulting in increased cooling performance, enhanced reliability, reduced maintenance and lower overall operating costs. SmartLink: SmartLINK and its suite of connected services monitor your truck's health and have the capability to send customized alerts and notifications to your designated support team, including the nearest Peterbilt dealership.

Collision Mitigation:

Peterbilt offers both the Bendix Wingman Collision Mitigation System as well as the Meritor OnGuard System. These systems utilize forward radar detection to provide driver alerts and active braking when objects are detected in the road or if closing on the vehicle ahead. Systems also offer lane-keeping technology as well as side object detection. Camera-integrated option provides enhanced object detection and can even read speed limit signs and alert drivers if over the limit. Systems can provide electronic stability control to prevent rollovers as well as adaptive cruise control with reduced throttle and/or applies the service brakes to maintain safe distance with vehicles ahead.

HID + LED headlights:

Peterbilt offers both High-Intensity-Discharge headlights and LED headlights. HID's provide the best available forward visibility, while LEDs provide superior wide-range/close-range lighting. Predictive Cruise: Predictive Cruise if offered and provides (via forward radar sensor) for automated reduced throttle and/or service brake application to maintain safe distance with vehicles ahead.

Driver Performance Assistant:

When manual transmission is specified, Driver Performance Assistant provides a visual aid to drivers to encourage them to operate in the vehicles RPM "sweet spot" as well as "shift now" notifications to optimize shift patterns for operational efficiency and improved fuel economy.

Driver Information Display:

The standard Peterbilt Driver Information Display, located in the center of the dash cluster, provides the operator with the following selections via a toggle switch: Standard view shows cruise status, park-brake status, and gear selected. Optional views show virtual gauges (i.e. voltmeter, transmission temperature gauge), engine RPM display, shut-down timer, trip information (fuel economy, miles operated, hours operated, idle time, etc.), truck information (VIN, engine make/model, transmission make/model, etc.), and diagnostics/warnings (fault codes with descriptions).

Stability Control with Automatic Traction Control:

Electronic Stability Control prevents roll-over situation by applying the anti-lock service brakes to individual wheels to maintain truck balance when taking turns. Combined with automatic traction control, the technology greatly enhances safety for drivers/fleets.

Zinc coated frame rails:

Peterbilt offers a zinc coating for its frame rails and crossmembers that significantly reduces corrosion over the life of the truck.

Peterbilt offers a bump-fin style cooling system for extreme dirt environments to reduce wear on the engine.

Allison FuelSense:

Allison FuelSense technology optimizes shift patterns depending on the fleet's desired operating characteristics (power/max-fuel-economy/blend).

Peterbilt offers RollTek Air-Bag-equipped seats for enhanced safety in rollover accidents.

Peterbilt offers the full line of NFPA requirements including Seat & Occupancy sensor & warning, NFPA seats, NFPA grab handles, etc.

Peterbilt offers pre-wiring Provisions for fleet communication systems, camera systems, custom maintenance systems, etc. Standard technology on Peterbilt trucks that provide value to fleets:

FRAME

Steel rails with gussets to maximize RBM. Huck bobtail fasteners provide a consistent and durable clamping force up to 600% greater than bolted frames. Tamper resistant round head and collar offers improved paint adhesion and corrosion resistance. Swage indicating features on collar allows for visual inspection of clamped joint. Rubber-lined clamps along frame rail to protect air & electric lines routed in frame. Chassis hose and wiring bundles conveniently routed through gussets provides protection for lines.

STEER AXLE

Zerk fittings on tie rod ends, king pins, and draglink ball joints for ease of maintenance and help extend service life of components.

Greaseless spring pins reduce maintenance and improve ride quality.
Cognis EMGARD® Synthetic Axle Lube reduces wear and extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions and withstand the stress from high temperatures, extending component life. Glidekote splines on steering shaft extend service life of components.

DRIVE AXLE

Laser factory axle alignment (accurate to .030 of an inch) to improve handling and reduce tire wear.
Magnetic rear axle oil drain plug captures and holds any metal fragments in drive axle lube to extend service life.

ENGINES & RELATED SYSTEMS

Magnetic engine oil drain plug captures and holds any metal fragments in engine oil to extend service life.
Silicone radiator and heater hoses enhance value, durability and reliability.
ClimaTech extended life coolant extends maintenance intervals which reduces maintenance costs.
Constant tension and torque band clamps reduce leaks.
Stainless steel hard-line manifold reduces coolant hoses in the engine compartment to improve durability and appearance.
Thermal fuse in the air conditioning compressor clutch allows the pulley to free spin in the event of a compressor failure, thus reducing belt wear and vehicle downtime.
Weather pack silicone sealed electrical chassis connectors enhance value, durability and reliability.
Maintenance free 12V batteries provide reliable power for starting and accessories. Stranded copper battery cables are double aught (00) or larger to reduce resistance. Stainless steel flex exhaust tubing & clamps provide durability.
Optimized exhaust routing to simplify the truck order process and provide optimal performance.

AIR SYSTEM

Teflon-lined, stainless steel braided compressor discharge hose provides long service life in high operating temperatures.

FUEL TANKS

Aluminum fuel tanks with heavy-duty aluminum brackets and stainless steel straps. Wire braid fuel lines increase durability and reduce potential for leaks.

ELECTRICAL SYSTEM

Multiplex electrical design utilizing the industry standard J1939 data bus that sends multiple signals over a single wire instead of having an individual wire for each function. This allows each component (engine, transmission and instrumentation) to communicate to each other.
This design improves reliability and offers increased functionality.
Proprietary Electronic Service Analyst (ESA) allows dealer to monitor the electrical system, isolate sensors and gauges, and keep a log of service history.
Braided chassis harness cover provides durability.
Convulsed tube covering on harnesses protects from chaffing. Wires numbered every 4 inches or less for ease of serviceability.

CAB / HOOD

Proprietary all-aluminum cab is light weight and durable for long service life. Spring assisted, hood opening for serviceability.
Proprietary anti-blow-down locking mechanism that keeps the hood open during servicing and prevents unintentional closing.
One piece roof reduces potential for leaks.
Lap seam construction and aircraft fasteners has greater clamp load than rivets.
Double wall stamped aluminum doors provide virtually water-tight, rattle-free performance.
Full length, light weight hidden gravity-hinge system that provides low resistance and ease for closing doors providing durability.
Interior Left and Right Side Grab Handles for easy access into the cab.

CAB INTERIOR

LH & RH door mounted map pockets with door mounted step lights Cast rubber flooring with integral sound barrier.
Integrated "dead pedal" for driver comfort.
Four ergonomically positioned entry / egress grabhandles
Proprietary non-slip threshold plate accented with a chrome inset and Peterbilt Red Oval adds a touch of Peterbilt class to safety and convenience.

LIGHTS

Projector module pod headlights provide outstanding visibility.
'Headlight On Warning' when headlights are active with door open and ignition off. The high beam headlamp icon flashes and sounds an audible alarm.
Headlights turn on automatically when windshield wiper blades are activated.
Lighting system is protected by an impact resistant Lexan® lens and requires no special tools for lamp adjustment or bulb replacement.

DASH & INSTRUMENTATION

Driver Information Display that allows the driver to view diagnostic information and monitor truck system behavior.
Information such as fuel economy, optimum engine speed and engine and transmission system management provides driver feedback and improves operating performance.
Dash features an "in-mold" color process that imbeds the color into the material making the color permanent and eliminating peeling and fading.
LED backlit gauges to prevent eye fatigue.

PAINT

Dupont Imron Elite two-stage non-metallic paint, one color cab / hood.

42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Peterbilt manufactures the largest product lineup of Battery-Electric-Vehicles (Models 220EV, 520EV and 579EV) and continues to invest in this technology with a manufacturing plant dedicated to building batteries for its electric vehicles. Additionally, as part of the transition to zero emissions, PACCAR has introduced new electric vehicle charging stations to support electric vehicles. PACCAR is collaborating with Faith Technologies and Schneider Electric to provide charging infrastructure solutions for customers who purchase Peterbilt electric trucks in the US and Canada. Charging power from 20 kW up to 350 kW. Our financial strength enables us to invest over \$1.11B in Capital projects and R&D in 2023 to: • Integrated powertrains including state to the art diesel; electric; hybrid; and hydrogen fuel technologies • Enhance our manufacturing capability for better efficiency • Strengthen our aftermarket transportation solutions • Leadership in autonomous systems, and connected vehicle services Peterbilt offers more models with CNG & LNG engines than any other OEM and has sold more CNG/LNG trucks and offered them longer (since 1996) than any other OEM. Peterbilt's full line of engines are approved for the use of Biodiesel up to B20. Investing in Sustainable Operations: All Company manufacturing locations are ISO 14001 certified and more than 80% are zero-waste-to-landfill. The Company has invested \$800 million over the past ten years in facility projects that have improved energy efficiency, reduced emissions, reduced water consumption and waste including \$35 million in reusable containers. First in the truck industry to implement chassis robotic paint systems. This process has enhanced paint quality, reduced cost and decreased paint usage, waste and air emissions. Reducing Greenhouse Gas Emissions From 2013 to 2022 PACCAR reduced greenhouse gas emissions 50% on a per revenue basis. Hazardous air emissions have been reduced by over 200 metric tonnes per year in paint and other processes. Peterbilt joined the CDP Reporter Services for reporting greenhouse gas emissions and to benchmark performance to continue reducing our greenhouse gas footprint. Reducing Waste Many of the Company's manufacturing locations achieve "zero waste to landfill" by recycling, employing reusable containers and composting food and paper waste. Conserving Resources Peterbilt reduces the use of water through internal recycling, reduces paint waste through robotic paint systems and conserves energy by using new technologies such regenerative dynamometers that capture electricity from vehicle testing. Products All Peterbilt internal combustion engine vehicles have near-zero emissions of NOx, a smog causing compound, and are compliant with all applicable standards including those by the California Air Resources Board (CARB), the US Environmental Protection Agency (EPA) and the European Commission. Peterbilt uses Ecodesign, a software tool, to reduce environmental impacts through product design. Through this process, engineers increase recyclability of our trucks, reduce air emissions, use lighter materials to reduce fuel consumption and use fewer hazardous materials. Fuel-Efficient, Low-Emission PACCAR Engines Peterbilt has strengthened its leadership in environmental stewardship by expanding its global portfolio of high performing low emission engines. Over the past five years, these engines have reduced GHG emissions by up to 14%. NOx and particulate matter have also been reduced by over 83%.
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Peterbilt's full engine offerings all meet or exceed all Environmental Protection Agency (EPA) and California Air Resources Board (CARB) emissions requirements. All plants that manufacture Peterbilt products are ISO 14001:2015 and/or ISO 14001:2015 Certified. Peterbilt offers EPA-Certified Green-House-Gas Emissions tires on all of its products. See Line Item 42 for additional details. CARB and EPA labels available upon request.
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or HUB partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Peterbilt's Dealer Network has several dealers/groups that operate as WMBE, SBE, and/or veteran owned businesses. Example certification, see attached 05-Montana Peterbilt LLC - MBE Other certifications/inquiries available upon request to Peterbilt Motors.
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Peterbilt is a US based (Headquartered in Denton, Texas) company that offers the widest array of trucks in the industry. Peterbilt offers Class 5 Conventional trucks, Class 6 & 7 Cab- Over trucks, Class 6 & 7 Conventional trucks & tractors, Class 8 Conventional trucks & tractors AND Class 8 Cab-Over trucks & tractors. No other OEM has the variety of trucks offered by Peterbilt Motors. This allows for a Sourcewell member fleet to procure all of their trucks from one OEM/Dealer. This "one-stop-shopping" benefits the member through a single source for all trucks, parts, and service needs, streamlining their operations. For example, if a fleet needs a large cab-over refuse truck, a small cab-over for paint stripping, and a conventional tandem truck for a dump/plow application, Peterbilt is the ONLY OEM that can provide all 3 trucks. Additionally, Peterbilt is the only OEM who offers 3 Electric Trucks ranging from medium duty, vocational, and regional tractor. Peterbilt offers Class leading re-sale values on all of its trucks. If/when a Sourcewell Member trades/sells/auctions its used Peterbilts they will get significantly more than any competitor. This is reflected in NADA book values and can also be extracted from "Truck Paper" pricing. 94% of Peterbilt trucks in-serviced in Calendar Year 2022 were still in-serviced in Calendar Year 2022 94% of 20-year-old trucks were still being put into service. This is a testament to Peterbilt's design philosophy of durable, reliable, custom engineered work trucks.

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure.

You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Yes. See attached for full warranty schedule. For extended warranty information, members can reach out to their local Peterbilt dealer or Peterbilt's Sourcewell manager listed on the contract. Hundreds of different combinations of extended warranties are available, including custom warranties to match the members needs (ex - more years, less miles/yr, etc.) See Attached 03 Warranty Procedure Manual and Schedule	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Typically warranty for components added to a truck AFTER FACTORY DELIVERY (i.e. a Refuse Body or Dump Body, etc.) is covered by the OEM/Dealer/Distributor for that Body. However, a number of Peterbilt Dealers are authorized distributors and/or service locations for other manufacturers/Body-Companies and can therefore provide warranty support. Peterbilt Dealer locations that are also authorized dealers/distributors for other manufacturers/Body-Companies can be researched via the Peterbilt dealer or manufacturer/Body-Company website or by contacting the Peterbilt Motors National Account Manager that manages the Sourcewell Contract listed on the Peterbilt landing page on the Sourcewell website.	*
51	What are your proposed exchange and return programs and policies?	Exchange & return policies for trucks are at the discretion of the individual Peterbilt dealer providing the vehicle.	*
52	Describe any service contract options for the items included in your proposal.	Service contracts direct through Peterbilt Motors would only be available through Peterbilt's company-owned Lease operations (PacLease). Fleet Field Service.... The majority of service contract options would be handled through Peterbilt Motors dealer network. Most Peterbilt Dealers offer service contracts that provide a variety of options i.e. Preventive Maintenance, towing services, DOT inspections, tire exchange programs, oil analysis, winter prep, etc. Most Peterbilt dealers can also offer on-site technicians, mobile-service, and full-maintenance-contracts.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Payment terms are at the discretion of Peterbilt Dealers and vary depending on the type of truck purchased, body installed (if applicable), lead-times for components, etc. Payment terms are negotiable - typically Peterbilt dealers can provide payment terms that match what the Sourcewell member requests.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Yes; Peterbilt Motors offers a full range of financing options including municipal leases through Paccar Financial Corporation (PFC), a Division of Paccar (Peterbilt is also a Division of Paccar). In addition to PFC, Peterbilt dealers can provide financing options through various banks and other financial partners. Also, many Dealer Groups operate their own finance companies and can provide options for Sourcewell members.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Peterbilt Motors has created a special sales code that is added electronically in our "Truck Specification Software" that designates the truck(s) being ordered as a Sourcewell transaction. Peterbilt dealers submit Sourcewell orders electronically to Peterbilt Motors. A quarterly report is generated using the special sales code from the system that shows all trucks that were invoiced and in service for that period. An automatic email will go out to the Peterbilt dealer to verify the trucks sold to the customer is indeed a Sourcewell member. Peterbilt's system then cross references the special sales code with warranty start dates to determine what trucks were put into service during that particular quarter. The trucks are then loaded onto the Sourcewell quarterly sales report and submitted to Sourcewell and at the same time submitted to Peterbilt accounting for check processing to pay Sourcewell. All purchase orders from Sourcewell members go directly to and are processed by Peterbilt dealers. For trucks on the ground that were not ordered for particular Sourcewell deals (stock trucks), dealers submit pricing to Peterbilt's Sourcewell Manager to verify that the sell price qualifies as a Sourcewell contract pricing. Those "stock trucks" are then added to the quarterly tracking database.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	No.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
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57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Peterbilt will continue with pricing that provides a %-off-of-list format. Peterbilt's published Sourcewell pricing lists sample MSRP/List prices for each model offered. Peterbilt will provide pricing for EVERY model we offer. Sourcewell members need to simply have their local Peterbilt dealer build their truck specification, obtain the specification from the dealer with the final list price. Member then takes the appropriate % (varies by Model) off of that list price to give them their final ceiling price for the truck. Pricing includes cab & chassis, factory-freight, Pre-Delivery-Inspection (PDI), marketing fee, and dealer profit Pricing does NOT include flooring/interest, any applicable taxes (i.e. FET), commodity surcharge(s), any options/services provided by the dealer outside of PDI (i.e. body, lights, manuals, training, Doc Fees, DEF fluid, additional fuel, truck clean-up, local delivery etc.). Also not included are any extended coverages requested and any engineering vehicle layout drawings if needed. *** Medium-Duty/Heavy-Duty/BEV Commercial trucks do not have true MSRPs - list prices can vary greatly depending on options. For example, the difference between a manual transmission and automatic transmission can be \$10,000+ in list price. Aggressive deep-lug all terrain tires can add \$5,000+. For BEV battery pack prices can vary \$20,000+ due to range size.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Peterbilt's discount for the Sourcewell contract is a %-off-of-List-Price format. The %-off yields truck pricing that is equalized to our best Marketing Program at the time of the RFP which will provide for substantial savings for Sourcewell members. As per the comments in Line Item 57, Price is established by taking the appropriate % (varies by Model) off of the final list price of the truck (after dealer specs the truck per the Sourcewell member's specifications). Price yielded includes Peterbilt's factory freight and the Peterbilt dealer's profit & pre-delivery-inspection. Pricing does NOT include flooring/interest, any applicable taxes (i.e. FET), commodity surcharge(s), any options/services provided by the dealer outside of PDI (i.e. body, lights, manuals, training, Doc Fees, DEF fluid, additional fuel, truck clean-up, local delivery etc.). Also not included are any extended coverages requested and engineering vehicle layout drawings if needed. Latest pricing guide for specific Sourcewell Members will be updated yearly. Peterbilt dealers will have the latest pricing guide. See pricing example below: Sourcewell member works with local dealer to build a spec for a Model 548 and final list price with all options assuming is \$200,000 and assuming the current discount is 15%. Sourcewell member simply takes % off of list price and the number yielded is what they would pay for the truck. $(\text{List Price} \times \% \text{ off}) = \text{Discount}$ $(\$200,000 \times 15\%) = \$30,000$ $(\text{List Price} - \text{Discount}) = \text{Sourcewell Price}$ $(\$200,000 - \$30,000) = \$170,000$	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	N/A	*
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Peterbilt dealers can provide turnkey solutions for Sourcewell Members. Peterbilt dealers can provide one invoice that includes the truck cab & chassis and all other components required on the vehicle. Examples of such components (or "sourced goods"): Bodies (refuse, dump, vacuum, etc.) Accessories (plows, additional lights, cameras, etc.) Peterbilt dealers will provide both Bodies & Accessories at cost plus a maximum of 10%. Cost plus 10% amount may not exceed \$7,000 for Bodies & Accessories.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Items not included in Peterbilt's "%-off-of-List-Price" pricing are mentioned in Line Items 57 & 58. Truck (cab & chassis) price calculated from %-off-of-list-price equation includes Peterbilt factory freight charge and dealer profit and pre-delivery-inspection (PDI). Price does not include any component or service provided post factory delivery. Examples of components/services NOT included from Peterbilt Motors: Extended truck warranty Extended engine warranty Peterbilt Engineering Vehicle layout drawings Examples of components/services NOT included from Peterbilt Motors and provided by the Peterbilt Dealer: Body Federal Excise Tax (FET) - if applicable Other taxes Doc fees local delivery clean-up/truck wash additional manuals training additional lights camera systems additional fuel additional diesel exhaust fluid additional fuel engineering vehicle layout drawings Pricing does NOT include flooring/interest, any applicable taxes (i.e. FET), commodity surcharge(s), any options/services provided by the dealer outside of PDI (i.e. body, lights, manuals, training, Doc Fees, DEF fluid, additional fuel, truck clean-up, local delivery etc.). Also not included are any extended coverages requested and engineering vehicle layout drawings if needed.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight from the Peterbilt factory where the truck is being manufactured to the 1st delivery point (either Body-Company or Peterbilt Dealer) IS included in Peterbilt's Sourcewell pricing. Delivery of truck from the Body-Company or Peterbilt Dealer to the Sourcewell member is NOT included in Peterbilt's Sourcewell pricing and will be called out as a separate line item on the Body Company invoice and/or the Peterbilt dealer final invoice.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Terms for freight, shipping, and delivery to Alaska, Hawaii, Canada, and Puerto Rico no different that US from a pricing perspective. Time to ship estimated at 2-3 additional weeks for Alaska/Hawaii/Puerto Rico	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Peterbilt Motors dealers can offer delivery spread out across a calendar (depending on purchase volume and Peterbilt manufacturing schedule). Trucks can be delivered at intervals that suit the Sourcewell members need/budget.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Peterbilt pricing proposal reflects our best Marketing Program offered YTD and due to limits placed on dealer profit/pdi and other costs, the final pricing is better than what is typically offered.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	As noted in Line Item 55, Peterbilt Motors has created a special sales code that is added electronically in our "Truck Specification Software" that designates the truck(s) being ordered as a Sourcewell transaction. Peterbilt dealers submit Sourcewell orders electronically to Peterbilt Motors. A quarterly report is generated that shows all trucks that were ordered with the code. Peterbilt's Sourcewell Manager then cross references the code with warranty start dates to determine what trucks were put into service during that particular quarter. Although not required by Sourcewell, Peterbilt Sourcewell Manager then obtains copies of all Peterbilt dealer invoices to the Sourcewell members for those trucks and verifies pricing meets the Sourcewell Contract. The trucks are then loaded onto the Sourcewell quarterly report and submitted to Sourcewell and at the same time submitted to Peterbilt accounting for check processing to pay Sourcewell. For trucks on the ground that were not ordered for particular Sourcewell deals (stock trucks), and therefore do not have the Sourcewell electronic code on them, dealers have been formally instructed through Peterbilt's Sourcewell dealer training material to notify Peterbilt Motors of any stock trucks that sell to a Sourcewell member. Dealers must also submit pricing for those stock trucks to Peterbilt's Sourcewell Manager to verify that the sell price meets our Sourcewell contract pricing.
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Peterbilt will track each sale utilizing the quarterly report described in line 66. This report will be compared to other customer and regional sales reports at Peterbilt to determine if that quarter was a success. If orders are 50+ per quarter is deemed a successful program. Please note current market conditions limits exponential growth due to allocation.
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Peterbilt Motors proposes to offer the flat \$500/truck administrative fee that was provided for our current Sourcewell contract.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Proposers submitting a proposal in Category 1 as defined herein will be submitting in the broad category that includes all types of engines, fuel, and propulsion systems. For example, if a Proposer offers chassis and cabs with Internal Combustion Engines (ICE) as well as chassis and cabs with electric propulsion systems the Proposer should designate it is seeking an award in Category 1 **only**. Proposers seeking an award in Category 2, as defined herein, must include at least one solution offered within the scope of Category 2 for electric propulsion systems **only**.

Line Item	Category Selection *
69	Category 1: All engines, fuel, and propulsion type chassis and cabs

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
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70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Peterbilt Motors offers the widest product line in the industry for Sourcewell members from class 5 to class 8. Peterbilt offers the following products: Cab over and conventional Medium, Vocational, Heavy, and EV Model 220: Cab-over cab. Truck configuration only (no tractor). 26,000 LBS GVW - 33,000 LBS GVW. 6.7 Liter diesel engine. Automated/automatic transmissions. Common applications include Street-Sweepers, Paint-Strippers, Stake-bed-trucks, and Van-body-trucks. Model 535: Conventional cab. Truck configuration only (no tractor). 19,500 LBS GVW. 6.7 Liter or 9 Liter diesel engine. Automated/automatic transmissions. Common applications include Service/Mechanics-trucks, Stake-bed-trucks, flat-bed-trucks, and Van-body-trucks. Model 536: Conventional cab. Truck configuration only (no tractor). 26,000 LBS GVW. Paccar 6.7 Liter or 9 Liter diesel engine. Automated/automatic transmissions. Common applications include Service/Mechanics-trucks, Stake-bed-trucks, flat-bed-trucks, and Van-body-trucks. Model 537: Conventional cab. Truck or tractor configuration. 26,000 LBS - 33,000 LBS GVW (52,000 LBS GVWR). 6.7 Liter or 9 Liter diesel engine. Automated/automatic or manual transmissions. Common applications include Dump-trucks, Van-body-trucks, hook-lift-trucks, and Utility-trucks. Model 548: Conventional cab. Truck or tractor configuration. 33,000 LBS - 66,000 LBS GVW & GVWR. 6.7 Liter or 9 Liter diesel or CNG/LNG engine. Automated/automatic or manual transmissions. Common applications include Dump/Plow-trucks, Vacuum-trucks, Crane-trucks, Refuse/Waste Collection-trucks and Tank-trucks. Model 567: Conventional cab. Truck or tractor configuration. 66,000 LBS - 80,000+ GVW & GVWR. 9 Liter, 11 Liter, 13 Liter, and 15 Liter diesel engine. Automated/automatic or manual transmissions. Common applications include Dump-trucks, Crane-trucks, Tank-trucks, and Low-Boy-tractors. Model 579: Conventional cab. Tractor configuration only (no truck). 66,000 LBS - 80,000 LBS GVWR. 9 Liter, 11 Liter, 13 Liter, or 15 Liter diesel engine and 12 Liter CNG or LNG engine. Automated/automatic or manual transmissions. Common applications include Van-Body-tractors, Flat-Bed-tractors, Tanker-tractors, and Low-Boy-tractors. Model 589: Conventional cab. Tractor or truck configurations. 80,000+ LBS GVW & GVWR. 13 Liter or 15 Liter diesel engine. Automated/automatic or manual transmissions. Common applications include Heavy-haul-tractors, Heavy-Dump-tractors, Low-Boy-tractors, and Heavy-Dump-trucks. Model 520: Cab-over cab. Truck configuration and limited tractor configurations. 66,000 LBS - 80,000 LBS GVW and 80,000 LBS GVWR. Automated/automatic or manual transmissions. Common applications include Refuse/Waste-Collection-trucks (Rear-Load, Automated-Side-Loader, Front-Loader, etc.), Paint-Stripping-trucks, and Concrete-Pumping-trucks. Additional details can be found at https://www.peterbilt.com/trucks
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Truck & related Parts: Peterbilt Motors Company and its sister division, Paccar Parts can provide comprehensive parts solutions (all makes/all models) for Sourcewell members. Some members can qualify for National Account Parts pricing depending on volumes. Paccar Parts offers and "Online Parts Counter" (https://parts.peterbilt.com/), 24/7-365 parts ordering, consolidated billing, and Universal Credit Lines. In addition, Several Peterbilt Dealers operate very large Parts operations with their own dedicated distributions centers and can provide comprehensive parts solutions to Sourcewell members by way of substantial discounts, delivery service, and inventory management services.
72	Describe any manufacturing processes or materials utilized that contribute to chassis strength, cab strength, overall durability, driver safety.	Each Peterbilt truck is built at one of our 3 manufacturing facilities. All components that make up each individual Vehicle Identification Number (VIN) are tracked by their serial number, at what station they were installed, by what employee, using what tools, at what specific time of the day and even the exact torque value of components fastened to the truck. This allows for optimum monitoring of supplier quality, any manufacturing errors, and insight into issues in the field (i.e. - failure in the field can more easily be traced to a particular batch of parts or a particular supplier, manufacturing process may need adjusted, etc.). Peterbilt Motors uses the highest quality materials that exceed most NHTSA, TMC, or SAE standards. All conventional cabs are aluminum in construction and use aircraft grade huck or henrob fasteners for assembly. Chassis strength: All OEMs use similar frame RAILS in regards to PSI/RBM - Peterbilt is the only OEM that uses FIVE 5/8" huck fasteners on each side of the crossmembers in the frame. This gives Peterbilt the absolute strongest frame in the industry - up to 600% stronger. Most of Peterbilt's conventional cabs (535/536/537/548/567/589) are constructed of aluminum and are fastened together with adjoining aluminum sheets overlapped (lap- seam construction) and fastened using robotically punched henrob fasteners along with 2 adhesives (structural & acoustic) to fasten the cab together. This superior frame and cab construction contributes to Peterbilt having 94% of it's trucks in-serviced in 1999 STILL being in-serviced in 2024! - Class leading durability. Safety features include: Bendix ESP Stability Control System Bendix Wingman collision mitigation Meritor OnGuard Smart Traction Control Battery disconnect switches Auto Neutral activates with parking brake Brake lock PTO control Seat belt and occupancy sensor Remote keyless entry Optional Severe Service Cab Orange/Red seat belts RollTek Air-bag equipped seats Other Peterbilt features & benefits/advantages: FRAME - Steel rails with gussets to maximize RBM. - Huck bobtail fasteners provide a consistent and durable clamping force up to 600% greater than bolted frames. Tamper resistant round head and collar offers improved paint adhesion and corrosion resistance. Swage indicating features on collar allows for visual inspection of clamped joint. 3-piece C-Channel crossmember with cast gussets for the strongest crossmembers in the industry. - Each crossmember is attached with FIVE 5/8" huck fasteners making for the strongest frames in the industry. - Rubber-lined clamps along frame rail to protect air & electric lines routed in frame. - Chassis hose and wiring bundles conveniently routed through gussets provides protection for lines. - Stanard front wheel mudflaps reduce road spray, help maintain a cleaner truck and better visibility. - Two frame mounted tow pins standard. STEER AXLE - Available with set forward front axle configuration for a smoother ride or set back front axle configuration for increased maneuverability and optimized weight distribution. - Factory front axle alignment to improve handling and reduce tire wear. - Zerk fittings on tie rod ends, king pins, and draglink ball joints for ease of maintenance and help extend service life of components. - Greaseless spring pins reduce maintenance and improve ride quality. - Standard oil seals for long lasting leak protection.

- Cognis EMGARD® Synthetic Axle Lube reduces wear and extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions and withstand the stress from high temperatures, extending component life.
- Glidekote splines on steering shaft extend service life of components.

- DRIVE AXLE
- Laser factory axle alignment (accurate to .030 of an inch) to improve handling and reduce tire wear.
- Magnetic rear axle oil drain plug captures and holds any metal fragments in drive axle lube to extend service life.
- Parking brakes on ALL drive axles for optimal performance.
- Cognis EMGARD® Synthetic Axle Lube for all Rear Axles.

ENGINES & RELATED SYSTEMS

- Magnetic engine oil drain plug captures and holds any metal fragments in engine oil to extend service life.
- Silicone radiator and heater hoses enhance value, durability and reliability.
- ClimaTech extended life coolant extends maintenance intervals which reduces maintenance costs.
- Low coolant level sensor warns of low coolant condition to prevent engine damage.
- Constant tension and torque band clamps reduce leaks.
- Stainless steel hard-line manifold reduces coolant hoses in the engine compartment to improve durability and appearance.
- Thermal fuse in the air conditioning compressor clutch allows the pulley to free spin in the event of a compressor failure, thus reducing belt wear and vehicle downtime.
- Weather pack silicone sealed electrical chassis connectors enhance value, durability and reliability.
- 12 Volt System with circuit protection for reliable easy maintenance and service.
- Composite fan is light-weight but strong and corrosion resistant.
- Full fan shroud, ring and rubber boot improves under hood airflow and provides a robust fan-to-radiator shroud interface for greater cooling capacity.
- Maintenance free 12V batteries provide reliable power for starting and accessories.
- Stranded copper battery cables are double aught (00) or larger to reduce resistance.
- Stainless steel air cleaner straps, brackets and fasteners provide a durable bright finish.
- Molded rubber air intake connections with lined stainless steel clamps seal to prevent contaminants in air intake.
- Washer bottle with 1.3 gallon capacity extends maintenance intervals to refill.
- Polished stainless steel grille with a distinctive punched oval grille pattern provides a durable bright finish.
- Stainless steel flex exhaust tubing & clamps provide durability.
- Optimized exhaust routing to simplify the truck order process and provide optimal performance.
- 5" diameter chrome plated steel standpipe cools exhaust for safety.

TRANSMISSION & RELATED SYSTEMS

- Synthetic lubricant to reduce friction, improve efficiency and extend component life.
- Magnetic transmission oil drain plug captures and holds any metal fragments in transmission oil to extend service life.
- Coated driveshaft splines extend service life.
- Configured Clutch to simplify the truck order process and provide optimal performance.
- Torque limiting clutch brake

AIR SYSTEM

- Engine mounted air compressor with remote mounted air system filter dryer to reduce moisture in air system components.
- Teflon-lined, stainless steel braided compressor discharge hose provides long service life in high operating temperatures.
- Schrader valve for charging of air system from external source.

FUEL TANKS

- Aluminum fuel tanks with heavy-duty aluminum brackets and stainless steel straps.
- Under cab fuel tanks include steps for cab access.
- Single fuel tank will receive a single draw / single return fuel system.
- Dual fuel tanks will receive dual draw / dual return fuel system equalizes fuel load.
- Top draw fuel plumbing reduces chance of introducing air into the fuel system during low fuel level conditions due to the central placement of the fuel pickup tube.
- Optimized filler neck location on under cab fuel tanks optimizes access and safety.
- Paddle handle filler cap with threadless filler neck to avoid stripping
- Wire braid fuel lines increase durability and reduce potential for leaks.

ELECTRICAL SYSTEM

- Multiplex electrical design utilizing the industry standard J1939 data bus that sends multiple signals over a single wire instead of having an individual wire for each function. This allows each component (engine, transmission and instrumentation) to communicate to each other. This design improves reliability and offers increased functionality. Standard are two RP1226 connectors inside the cab for easy connections.
- Proprietary Electronic Service Analyst (ESA) allows dealer to monitor the electrical system, isolate sensors and gauges, and keep a log of service history.
- Automatically resetting circuit breakers in selected circuits
- Braided chassis harness cover provides durability.
- Convoluted tube covering on harnesses protects from chaffing.
- Wires numbered every 4 inches or less for ease of serviceability.
- Power distribution center in cab is centrally located in a protected environment for easy access.

CAB / HOOD

- Proprietary all-aluminum cab is light weight and durable for long service life.
- Light-weight, gently sloped, hood with and one-piece grille crown improves air flow and increases visibility.
- Spring assisted 90 degree hood opening for serviceability.
- Proprietary anti-blow-down locking mechanism that keeps the hood open during servicing and prevents unintentional closing.
- Hood latch on each side secures the hood to the cowl.
- Three point rubber cab mounting
- One piece roof reduces potential for leaks.
- Lap seam construction and aircraft fasteners has greater clamp load than rivets.
- Bulkhead style doors provide virtually water-tight, rattle-free performance.
- Extruded aluminum door frames for strength and durability.
- Full length, heavy-duty piano-type stainless steel door hinges and pins provide durability.
- View window in RH door for safety.
- Electric windshield wipers and washers with intermittent wiper function
- Grab handles mounted on cab LH & RH for cab access.
- Convex mirror over RH door and below each rear view mirror for improved visibility and safety

CAB INTERIOR

- Upper and lower dash panels in a dark charcoal color that is not only easier to clean and shows less scratches and scuffs, but also improves driver visibility due to less glare.
- Contoured door pads featuring integrated ergonomic armrests for driver comfort
- LH & RH door mounted map pockets with built-in courtesy lights
- Power lift passenger window controls integrated into the door panel are within easy reach of the driver for safe and convenient operation.
- Padded vinyl headliner is easy to clean.
- Two inside sunvisors with map straps provide driver and passenger comfort and convenience.
- Two coat hooks for driver and passenger convenience.
- Integrated cup holder in dash
- Cast rubber flooring with integral sound barrier.

		• Heater / air conditioner with dedicated side window defroster • Adjustable steering column • Key start ignition for an automotive feel. • Ignition and doors keyed alike for driver convenience. • Cigar lighter and ashtray with power port • Integrated "dead pedal" for driver comfort. • Five ergonomically positioned entry / egress grab-handles • Proprietary non-slip threshold plate accented with a chrome inset and Peterbilt Red Oval adds a touch of Peterbilt class to safety and convenience. • Header mounted dome light • Driver and passenger dome and reading lights • Footwell lighting • 12-volt and USB power outlet in dash • Peterbilt in-dash Navigation System available LIGHTS • State-of-the-art LED and halogen projector module headlights increase visibility. • 'Headlight On Warning' when headlights are active with door open and ignition off. The high beam headlamp icon flashes and sounds an audible alarm. • Headlights turn on automatically when windshield wiper blades are activated. • Polished cast aluminum headlight pod housing with LED side-turn indicators and an impact resistant lens matches durability with style. DASH & INSTRUMENTATION • Driver Information Display that allows the driver to view diagnostic information and monitor truck system behavior. Information such as fuel economy, optimum engine speed and engine and transmission system management provides driver feedback and improves operating performance. • Ergonomic dash provides enhanced driver comfort and productivity. • Dash features an "in-mold" color process that imbeds the color into the material making the color permanent and eliminating peeling and fading. • LED backlit gauges to prevent eye fatigue. • Standard warning lights with audible alarm for high coolant temperature, low oil pressure and low air pressure • Warning indicators for high beam, parking brake, turn signals, low fuel, road surface ice potential • Seat belt reminder • Cruise control for driver convenience. • Rocker switches with long-life LED indicators that are easy to reach for driver safety and convenience. PAINT • The best paint in the industry: Dupont Imron Elite two-stage non-metallic paint, one color cab / hood
73	Describe any differentiating serviceability attributes (remote diagnostics, etc.) your proposal offers.	Peterbilt hoods tilt a full 90-degrees providing class-leading engine compartment access for optimum serviceability of all components. All other OEMs hood tilt at approximately up to 75-degrees or worse. In addition, Peterbilt's conventional cabs do NOT have dog-houses which push the back end of the engine into the cab. Peterbilt's engine bay with no dog-house provides the best engine access for service in the industry. Peterbilt offers individually replaceable gauges that allow for fast & inexpensive gauge replacement. Approximately 10 minutes & \$50 to replace a gauge in the gauge "cluster" vs ALL other OEMs needing the entire cluster replaced if 1 gauge goes out - approximately \$1,200 & 1-2 hours. Peterbilt's cabin air filter is located out of the elements and easy to access near the passenger footwell. Other OEMs have external cabin air filters that require the windshield cowl to be removed and are exposed to the elements. Peterbilt uses weatherpack connectors with o-ring seals on wiring connection points to keep the elements out and provide secure connections. All wires clearly numbered (every 4 inches) and include aluminum tags to help identify them for easier service. Air lines are color-coded for simple tracing. Published Labor Times for Common Maintenance and Repair Items Show that a Peterbilt can Save up to 20% on Labor Costs Peterbilt trucks come standard with on-board-diagnostics, visible to the driver via the 7" or 15" digital displays. The on-board diagnostics will alert the driver of a fault code and provide the fault code number and a brief description. If the fault requires service soon or immediately the display will provide the driver with the level of the fault and the time (in hours) to de-rate and if severe, the time in hours to (shut- down). If, for example, a fault has a time in hours to de-rate of 5-hours and the operator has only 2 hours left in their route, they can finish their route and return to their shop or take to the dealer at the end of their route. Without on-board- diagnostics and just a simple dash light, operators would often times cut their route off as soon as the light illuminated. Peterbilt also offers Remote-diagnostics via our standard SmartLinq system. SmartLinq provides the same information noted above (on-board-diagnostics) but additionally through a desktop and/or mobile app format. The SmartLinq web portal can be set up for management by one or several fleet personnel and provides a dashboard that will display a map of all SmartLinq-enabled trucks the fleet operates. The vehicles move on the map in real time and will display color-coded symbols to denote their current operating status (i.e. green-normal, yellow-service soon, red-service now, etc.). Each truck can be clicked on for more detailed information. Email notifications can be set up to alert the fleet SmartLinq administrator(s) when a truck experiences a fault code and can be tailored to only alert when faults are mission disabling, etc. More information can be found at https://www.peterbilt.com/why-peterbilt/purposeful-innovation Peterbilt dealers offer "RapidCheck" service. Peterbilt launched the Rapid Check service program to provide diagnostics and an estimate of repairs in two hours or less. The program is available throughout the more than 432 locations in the Peterbilt dealer network. Within two hours, Rapid Check provides basic vehicle diagnostics, with more complex diagnostics if necessary. The information is evaluated and repairs are provided along with an estimated time needed to complete the work - again; all within 2 hours. The service is being offered to maximize customer uptime. The service is available for ANY truck make or model, not just Peterbilt.

Table 15: Category 1 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers submitting a proposal in Category 1 will be submitting in the broad category that includes all types of engines, fuel, and propulsion systems. See RFP Section II. B. 1 for details.

☐ We will not be submitting for Table 15: Category 1 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Chassis Type (ICE and/or BEV)	Comments	
74	Class 4 chassis	☐ Yes ☒ No	Internal Combustion Engine fuel types (ICE)	Peterbilt does not offer Class 4 chassis.	*
75	Class 5 chassis	☒ Yes ☐ No	Internal Combustion Engine fuel types (ICE)	Conventional cab. Truck only. Body- installation unlimited. Up to 19,500 LBS GVW	*
76	Class 6 chassis	☒ Yes ☐ No	Both Chassis Types (ICE and BEV)	Conventional cab & Cab-Over. Trucks & tractors. Body-installation unlimited. Up to 26,000 LBS GVW and 52,000 LBS GVWR	*
77	Class 7 chassis	☒ Yes ☐ No	Both Chassis Types (ICE and BEV)	Conventional cab & Cab-Over. Trucks & tractors. Body-installation unlimited. Up to 33,000 LBS GCW and 66,000 LBS GVWR	*
78	Class 8 chassis	☒ Yes ☐ No	Both Chassis Types (ICE and BEV)	Conventional cab & Cab-Over. Trucks & tractors. Body-installation unlimited. Up to 160,000 LBS GVWR.	*
79	Related equipment, accessories, parts, upfitting, services, used chassis and Class 3 chassis	☐ Yes ☒ No	Internal Combustion Engine fuel types (ICE)	Peterbilt does not offer Class 3 chassis.	

Table 16: Category 2 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers seeking an award in Category 2, as defined herein, must include at least one solution offered within the scope of Category 2 for electric propulsion systems **only**. See RFP Section II. B. 1 for details.

☐ We will not be submitting for Table 16: Category 2 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Comments	
80	Battery Electric Vehicle (BEV) Class 4 Chassis	☐ Yes ☒ No	Peterbilt does not offer Class 4 chassis.	*
81	Battery Electric Vehicle (BEV) Class 5 Chassis	☐ Yes ☒ No	Peterbilt does not offer Class 5 chassis.	*
82	Battery Electric Vehicle (BEV) Class 6 Chassis	☒ Yes ☐ No	Class: 6 GCWR: 26,000 lbs. Used for: Local Pickup, Delivery & Regional Haul/Beverage Max Horsepower: 355 hp (265kw) - 499 hp (372kw) Front Axle & Suspension: 10,000 lbs. Rear Axle & Suspension: 17,000 lbs. Est Daily Range: 100, 150 or 200 Miles Per Charge Minimum Charge Time: 2.1 Hours Box Size Configurations: 24', 26', 30'	*
83	Battery Electric Vehicle (BEV) Class 7 Chassis	☒ Yes ☐ No	Class: 7 GCWR: 33,000 lbs. Used for: Local Pickup, Delivery & Regional Haul/Beverage Max Horsepower: 355 hp (265kw) - 499 hp (372kw) Front Axle & Suspension: 12,000 lbs. Rear Axle & Suspension: 21,000 lbs. Est Daily Range: 100, 150 or 200 Miles Per Charge Minimum Charge Time: 2.1 Hours Box Size Configurations: 24', 26', 30'	*
84	Battery Electric Vehicle (BEV) Class 8 Chassis	☒ Yes ☐ No	Model 579EV Class: 8 GCWR: 82,000 lbs. Used for: Regional Haul, Drayage Max Horsepower: 670 hp (500kw) Front Axle & Suspension: 12,000 - 14,600 lbs. Rear Axle & Suspension: 40,000 lbs. Est Daily Range: 150 Miles Per Charge Minimum Charge Time: 3 Hours Model 520EV Class: 8 GCWR: 66,000 lbs. Used for: Right-Hand Side Loader and Rear Loader Refuse Collection Max Horsepower: 670 hp (500kw) Front Axle & Suspension: 20,000 - 23,000 lbs. Rear Axle & Suspension: 46,000 lbs. Est Daily Range: 80 - 120 Miles Per Charge (1,100 Bin Pickups) Minimum Charge Time: 3 Hours	*
85	Related equipment, accessories, parts, upfitting, services, used chassis and Class 3 chassis	☐ Yes ☒ No	Peterbilt does not offer Class 3 chassis.	

Table 17: Exceptions to Terms, Conditions, or Specifications Form

Line Item 86. NOTICE: To identify any exception, or to request any modification, to Sourcwell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcwell and will not automatically be included in the Contract.

Do you have exceptions or modifications to propose?	Acknowledgement *
	☐ Yes ☒ No

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - 00-2024 Peterbilt Pricing Example.JPG - Tuesday March 26, 2024 17:38:03
- [Financial Strength and Stability](#) - 01 - PACCAR Annual Report.pdf - Tuesday March 26, 2024 17:38:15
- [Marketing Plan/Samples](#) - 02 - Marketing Plan.pdf - Tuesday March 26, 2024 17:38:32
- [WMBE/MBE/SBE or Related Certificates](#) - 05-Montana Peterbilt LLC-MBE.pdf - Tuesday March 26, 2024 17:39:01
- [Warranty Information](#) - 03 Warranty Procedure Manual and Schedule.pdf - Tuesday March 26, 2024 17:39:26
- Standard Transaction Document Samples (optional)
- Requested Exceptions (optional)
- [Upload Additional Document](#) - 00-Peterbilt Dealer Locations.xls - Tuesday March 26, 2024 17:40:44

Addenda, Terms and Conditions**PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/ndnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Phillip Hall, National Account Manager, Peterbilt Motors Company

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☐ Yes ☒ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_7_Class 4-8 Chassis and Cabs _RFP_032824 Thu March 21 2024 08:45 AM	☒	1
Addendum_6_Class 4-8 Chassis and Cabs _RFP_032824 Wed March 20 2024 12:36 PM	☒	3
Addendum_5_Class 4-8 Chassis and Cabs _RFP_032824 Mon March 18 2024 12:01 PM	☒	1
Addendum_4_Class 4-8 Chassis and Cabs _RFP_032824 Wed March 6 2024 09:38 AM	☒	1
Addendum_3_Class 4-8 Chassis and Cabs _RFP_032824 Wed February 21 2024 04:08 PM	☒	2
Addendum_2_Class 4-8 Chassis and Cabs _RFP_032824 Wed February 14 2024 04:12 PM	☒	1
Addendum_1_Class 4-8 Chassis and Cabs _RFP_032824 Thu February 8 2024 04:24 PM	☒	1

LEAGUE OF OREGON CITIES**MASTER PRICE AGREEMENT**

This Master Price Agreement is effective as of the date of the last signature below (the "Effective Date") by and between the LEAGUE OF OREGON CITIES, an Oregon public corporation under ORS Chapter 190 ("LOC" or "Purchaser") and HENDERSON PRODUCTS INC. ("Vendor").

RECITALS

WHEREAS, the Vendor is in the business of selling certain Seasonal Road Management, as further described herein; and

WHEREAS, the Vendor desires to sell and the Purchaser desires to purchase certain products and related services all upon and subject to the terms and conditions set forth herein; and

WHEREAS, through a solicitation for Seasonal Road Management the Vendor was awarded the opportunity to complete a Master Price Agreement with the LEAGUE OF OREGON CITIES as a result of its response to Request for Proposal No. 2220 for Seasonal Road Management; and

WHEREAS, the LEAGUE OF OREGON CITIES asserts that the solicitation and Request for Proposal meet Oregon public contracting requirements (ORS 279, 279A, 279B and 279C et. seq.); and

WHEREAS, Purchaser and Vendor desire to extend the terms of this Master Price Agreement to benefit other qualified government members of National Purchasing Partners, LLC dba Public Safety GPO, dba First Responder GPO, dba Law Enforcement GPO and dba NPPGov;

NOW, THEREFORE, Vendor and Purchaser, intending to be legally bound, hereby agree as follows:

ARTICLE 1 – CERTAIN DEFINITIONS

1.1 "Agreement" shall mean this Master Price Agreement, including the main body of this Agreement and Attachments A-F attached hereto and by this reference incorporated herein, including Purchaser's Request for Proposal No. 2220 (herein "RFP") and Vendor's Proposal submitted in response to the RFP (herein "Vendor's Proposal") as referenced and incorporated herein as though fully set forth (sometimes referred to collectively as the "Contract Documents").

1.2 "Applicable Law(s)" shall mean all applicable federal, state, tribal, and local laws, statutes, ordinances, codes, rules, regulations, standards, orders and other governmental requirements of any kind.

1.3 "Employee Taxes" shall mean all taxes, assessments, charges and other amounts whatsoever payable in respect of, and measured by the wages of, the Vendor's employees (or subcontractors), as required by the Federal Social Security Act and all amendments thereto and/or any other applicable federal, state, tribal or local law.

1.4 "Purchaser's Destination" shall mean such delivery location(s) or destination(s) as Purchaser may prescribe from time to time.

1.5 "Products and Services" shall mean the products and/or services to be sold by Vendor hereunder as identified and described on Attachment A hereto and incorporated herein, as may be updated from time to time by Vendor to reflect products and/or services offered by Vendor generally to its customers.

1.6 "Purchase Order" shall mean any authorized written order for Products and Services sent by Purchaser to Vendor via mail, courier, overnight delivery service, email, fax and/or other mode of transmission as Purchaser and Vendor may from time to time agree.

1.7 "Unemployment Insurance" shall mean the contribution required of Vendor, as an employer, in respect of, and measured by, the wages of its employees (or subcontractors) as required by any applicable federal, state or local unemployment insurance law or regulation.

1.8 "National Purchasing Partners" or "(NPP)" is a subsidiary of two nonprofit health care systems. The Government Division of NPP, hereinafter referred to as "NPPGov", provides group purchasing marketing and administrative support for governmental entities within the membership. NPPGov's membership includes participating public entities across North America.

1.9 "Lead Contracting Agency" shall mean the LEAGUE OF OREGON CITIES, which is the governmental entity that issued the Request for Proposal and awarded this resulting Master Price Agreement.

1.10 "Participating Agencies" shall mean members of National Purchasing Partners for which Vendor has agreed to extend the terms of this Master Price Agreement pursuant to Article 2.6 and Attachment C herein. For purposes of cooperative procurement, "Participating Agency" shall be considered "Purchaser" under the terms of this Agreement.

1.11 "Party" and "Parties" shall mean the Purchaser and Vendor individually and collectively as applicable.

ARTICLE 2 – AGREEMENT TO SELL

2.1 Vendor hereby agrees to sell to Purchaser such Products and Services as Purchaser may order from time to time by Purchase Order, all in accordance with and subject to the terms, covenants and conditions of this Agreement. Purchaser agrees to purchase those Products and Services ordered by Purchaser by Purchase Order in accordance with and subject to the terms, covenants and conditions of this Agreement.

2.2 Vendor may add additional products and services to the contract provided that any additions reasonably fall within the intent of the original RFP specifications. Pricing on additions shall be equivalent to the percentage discount for other similar products. Vendor may provide a web-link with current product listings, which may be updated periodically, as allowed by the terms of the resulting Master Price Agreement. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. LOC may reject any additions without cause.

2.3 All Purchase Orders issued by Purchaser to Vendor for Products during the term (as hereinafter defined) of this Agreement are subject to the provisions of this Agreement as though fully set forth in such Purchase Order. The Vendor retains authority to negotiate above and beyond the terms of this Agreement to meet the Purchaser or Vendor contract requirements.

2.4 Notwithstanding any other provision of this Agreement to the contrary, the Lead Contracting Agency shall have no obligation to order or purchase any Products and Services hereunder and the placement of any Purchase Order shall be in the sole discretion of the Participating Agencies. This Agreement is not exclusive. Vendor expressly acknowledges and agrees that Purchaser may purchase at its

sole discretion, Products and Services that are identical or similar to the Products and Services described in this Agreement from any third party.

2.5 In case of any conflict or inconsistency between any of the Contract Documents, the documents shall prevail and apply in the following order of priority:

- (i) This Agreement;
- (ii) The RFP;
- (iii) Vendor's Proposal;

2.6 Extension of contract terms to Participating Agencies:

2.6.1 Vendor agrees to extend the same terms, covenants and conditions available to Purchaser under this Agreement to Participating Agencies, that have executed an Intergovernmental Cooperative Purchasing Agreement ("IGA") as may be required by each Participating Agency's local laws and regulations, in accordance with Attachment C. Each Participating Agency will be exclusively responsible for and deal directly with Vendor on matters relating to ordering, delivery, inspection, acceptance, invoicing, and payment for Products and Services in accordance with the terms and conditions of this Agreement as if it were "Purchaser" hereunder. Any disputes between a Participating Agency and Vendor will be resolved directly between them under and in accordance with the laws of the State in which the Participating Agency exists. Pursuant to the IGA, the Lead Contracting Agency shall not incur any liability as a result of the access and utilization of this Agreement by other Participating Agencies.

2.6.2 *This Solicitation meets the public contracting requirements of the Lead Contracting Agency and may not be appropriate under or meet Participating Agencies' procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local, tribal, and state solicitation requirements.*

2.6.3 Vendor acknowledges execution of the Vendor Administration Fee Agreement, Contract Number VA22170, with NPPGov, pursuant to the terms of the RFP.

2.7 Oregon Public Agencies are prohibited from use of Products and Services offered under this Agreement that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List ("Procurement List") pursuant to ORS 279.835-.855. See www.OregonRehabilitation.org/qrf for more information. Vendor shall not sell products and services identified on the Procurement List (e.g., reconditioned toner cartridges) to Purchaser or Participating Agencies within the state of Oregon.

ARTICLE 3 – TERM AND TERMINATION

3.1 The initial contract term shall be for three (3) calendar years from the Effective Date of this Agreement ("Initial Term"). Upon termination of the original three (3) year term, this Agreement shall automatically extend for up to three (3) successive one (1) year periods; (each a "Renewal Term"); provided, however, that the Lead Contracting Agency and/or the Vendor may opt to decline extension of the MPA by providing notification in writing at least thirty (30) calendar days prior to the annual automatic extension anniversary of the Initial Term.

3.2 Either Vendor or the Lead Contracting Agency may terminate this Agreement by written notice to the other party if the other Party breaches any of its obligations hereunder and fails to remedy the breach within thirty (30) days after receiving written notice of such breach from the non-breaching party.

ARTICLE 4 – PRICING, INVOICES, PAYMENT AND DELIVERY

4.1 Purchaser shall pay Vendor for all Products and Services ordered and delivered in compliance with the terms and conditions of this Agreement at the pricing specified for each such Product and Service on Attachment A, including shipping. Unless Attachment A expressly provides otherwise, the pricing schedule set forth on Attachment A hereto shall remain fixed for the Initial Term of this Agreement; provided that manufacturer pricing is not guaranteed and may be adjusted based on the next manufacturer price increase. Pricing contained in Attachment A shall be extended to all NPPGov, Public Safety GPO, First Responder GPO and Law Enforcement GPO members upon execution of the IGA.

4.2 Vendor shall submit original invoices to Purchaser in form and substance and format reasonably acceptable to Purchaser. All invoices must reference the Purchaser's Purchase Order number, contain an itemization of amounts for Products and Services purchased during the applicable invoice period and any other information reasonably requested by Purchaser, and must otherwise comply with the provisions of this Agreement. Invoices shall be addressed as directed by Purchaser.

4.3 Unless otherwise specified, Purchaser is responsible for any and all applicable sales taxes. Attachment A or Vendor's Proposal (Attachment D) shall specify any and all other taxes and duties of any kind which Purchaser is required to pay with respect to the sale of Products and Services covered by this Agreement and all charges for packing, packaging and loading.

4.4 Except as specifically set forth on Attachments A and F, Purchaser shall not be responsible for any additional costs or expenses of any nature incurred by Vendor in connection with the Products and Services, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc. ("Incidental Expenses").

4.5 Price reductions or discount increases may be offered at any time during the contract term and shall become effective upon notice of acceptance from Purchaser.

4.6 Notwithstanding any other agreement of the Parties as to the payment of shipping/delivery costs, and subject to Attachments A, D, and F herein, Vendor shall offer delivery and/or shipping costs prepaid FOB Destination. If there are handling fees, these also shall be included in the pricing.

4.7 Unless otherwise directed by Purchaser for expedited orders, Vendor shall utilize such common carrier for the delivery of Products and Services as Vendor may select; provided, however, that for expedited orders Vendor shall obtain delivery services hereunder at rates and terms not less favorable than those paid by Vendor for its own account or for the account of any other similarly situated customer of Vendor.

4.8 Vendor shall have the risk of loss of or damage to any Products until delivery to Purchaser. Purchaser shall have the risk of loss of or damage to the Products after delivery to Purchaser. Title to Products shall not transfer until the Products have been delivered to and accepted by Purchaser at Purchaser's Destination.

ARTICLE 5 – INSURANCE

5.1 During the term of this Agreement, Vendor shall maintain at its own cost and expense (and shall cause any subcontractor to maintain) insurance policies providing insurance of the kind and in the amounts generally carried by reasonably prudent manufacturers in the industry, with one or more reputable insurance companies licensed to do business in Oregon and any other state or jurisdiction where Products and Services are sold hereunder. Such certificates of insurance shall be made available to the Lead Contracting Agency upon 48 hours' notice. BY SIGNING THE AGREEMENT PAGE THE VENDOR AGREES TO THIS

REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS MASTER PRICE AGREEMENT.

5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the Lead Contracting Agency. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the Lead Contracting Agency under such policies. Vendor shall be solely responsible for the deductible and/or self-insured retention and the Lead Contracting Agency, at its option, may require Vendor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

5.3 Vendor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Vendor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance. Vendor waives all rights against the Lead Contracting Agency and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Vendor pursuant to this Agreement.

5.4 Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty days (30 days) prior written notice to the Lead Contracting Agency.

ARTICLE 6 – INDEMNIFICATION AND HOLD HARMLESS

6.1 Vendor agrees that it shall indemnify, defend and hold harmless Lead Contracting Agency, its respective officials, directors, employees, members and agents (collectively, the "Indemnitees"), from and against any and all damages, claims, losses, expenses, costs, obligations and liabilities (including, without limitation, reasonable attorney's fees), suffered directly or indirectly by any of the Indemnitees to the extent of, or arising out of, (i) any breach of any covenant, representation or warranty made by Vendor in this Agreement, (ii) any failure by Vendor to perform or fulfill any of its obligations, covenants or agreements set forth in this Agreement, (iii) the negligence or intentional misconduct of Vendor, any subcontractor of Vendor, or any of their respective employees or agents, (iv) any failure of Vendor, its subcontractors, or their respective employees to comply with any Applicable Law, (v) any litigation, proceeding or claim by any third party relating in any way to the obligations of Vendor under this Agreement or Vendor's performance under this Agreement, (vi) any Employee Taxes or Unemployment Insurance, or (vii) any claim alleging that the Products and Services or any part thereof infringe any third party's U.S. patent, copyright, trademark, trade secret or other intellectual property interest. Such obligation to indemnify shall not apply where the damage, claim, loss, expense, cost, obligation or liability is due to the breach of this Agreement by, or negligence or willful misconduct of, Lead Contracting Agency or its officials, directors, employees, agents or contractors. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph. The indemnity obligations of Vendor under this Article shall survive the expiration or termination of this Agreement for two years.

6.2 LIMITATION OF LIABILITY: IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURIES TO PERSONS OR TO PROPERTY OR LOSS OF PROFITS OR LOSS OF FUTURE BUSINESS OR REPUTATION, WHETHER BASED ON TORT OR BREACH OF CONTRACT OR OTHER BASIS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.3 The same terms, conditions and pricing of this Agreement may be extended to government members of National Purchasing Partners, LLC. In the event the terms of this Agreement are extended to other government members, each government member (procuring party) shall be solely responsible for the ordering of Products and Services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring parties or unrelated purchasing parties harmless from any liability that may arise from action or inaction of the procuring party.

ARTICLE 7 – WARRANTIES

Purchaser shall refer to Vendor's Proposal for all Vendor and manufacturer express warranties, as well as those warranties provided under Attachment B herein.

ARTICLE 8 - INSPECTION AND REJECTION

8.1 Purchaser shall have the right to inspect and test Products at any time prior to shipment, and within a reasonable time after delivery to the Purchaser's Destination. Products not inspected within a reasonable time after delivery shall be deemed accepted by Purchaser. The payment for Products shall in no way impair the right of Purchaser to reject nonconforming Products, or to avail itself of any other remedies to which it may be entitled.

8.2 If any of the Products are found at any time to be defective in material or workmanship, damaged, or otherwise not in conformity with the requirements of this Agreement or any applicable Purchase Order, as its exclusive remedy, Purchaser may at its option and at Vendor's sole cost and expense, elect either to (i) return any damaged, non-conforming or defective Products to Vendor for correction or replacement, or (ii) require Vendor to inspect the Products and remove or replace damaged, non-conforming or defective Products with conforming Products. If Purchaser elects option (ii) in the preceding sentence and Vendor fails promptly to make the necessary inspection, removal and replacement, Purchaser, at its option, may inspect the Products and Vendor shall bear the cost thereof. Payment by Purchaser of any invoice shall not constitute acceptance of the Products covered by such invoice, and acceptance by Purchaser shall not relieve Vendor of its warranties or other obligations under this Agreement.

8.3 The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 9 – SUBSTITUTIONS

Except as otherwise permitted hereunder, Vendor may not make any substitutions of Products, or any portion thereof, of any kind without the prior written consent of Purchaser.

ARTICLE 10 - COMPLIANCE WITH LAWS

10.1 Vendor agrees to comply with all Applicable Laws and at Vendor's expense, secure and maintain in full force during the term of this Agreement, all licenses, permits, approvals, authorizations, registrations and certificates, if any, required by Applicable Laws in connection with the performance of its obligations hereunder. At Purchaser's request, Vendor shall provide to Purchaser copies of any or all such licenses, permits, approvals, authorizations, registrations and certificates.

10.2 Purchaser has taken all required governmental action to authorize its execution of this Agreement and there is no governmental or legal impediment against Purchaser's execution of this Agreement or performance of its obligations hereunder.

ARTICLE 11 – PUBLICITY / CONFIDENTIALITY

11.1 No news releases, public announcements, advertising materials, or confirmation of same, concerning any part of this Agreement or any Purchase Order issued hereunder shall be issued or made without the prior written approval of the Parties. Neither Party shall in any advertising, sales materials or in any other way use any of the names or logos of the other Party without the prior written approval of the other Party.

11.2 Any knowledge or information which Vendor or any of its affiliates shall have disclosed or may hereafter disclose to Purchaser, and which in any way relates to the Products and Services covered by this Agreement shall not, unless otherwise designated by Vendor, be deemed to be confidential or proprietary information, and shall be acquired by Purchaser, free from any restrictions, as part of the consideration for this Agreement.

ARTICLE 12 - RIGHT TO AUDIT

Subject to Vendor's reasonable security and confidentiality procedures, Purchaser, or any third party retained by Purchaser, may at any time upon prior reasonable notice to Vendor, during normal business hours, audit the books, records and accounts of Vendor to the extent that such books, records and accounts pertain to sale of any Products and Services hereunder or otherwise relate to the performance of this Agreement by Vendor. Vendor shall maintain all such books, records and accounts for a period of at least three (3) years after the date of expiration or termination of this Agreement. The Purchaser's right to audit under this Article 12 and Purchaser's rights hereunder shall survive the expiration or termination of this Agreement for a period of three (3) years after the date of such expiration or termination.

ARTICLE 13 - REMEDIES

Except as otherwise provided herein, any right or remedy of Vendor or Purchaser set forth in this Agreement shall not be exclusive, and, in addition thereto, Vendor and Purchaser shall have all rights and remedies under Applicable Law, including without limitation, equitable relief. The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 14 - RELATIONSHIP OF PARTIES

Vendor is an independent contractor and is not an agent, servant, employee, legal representative, partner or joint venture of Purchaser. Nothing herein shall be deemed or construed as creating a joint venture or partnership between Vendor and Purchaser. Neither Party has the power or authority to bind or commit the other.

ARTICLE 15 - NOTICES

All notices required or permitted to be given or made in this Agreement shall be in writing. Such notice(s) shall be deemed to be duly given or made if delivered by hand, by certified or registered mail or by nationally recognized overnight courier to the address specified below:

If to Lead Contracting Agency:

LEAGUE OF OREGON CITIES
1201 Court St. NE
Suite 200

Salem OR 97301
ATTN: Kevin Toon
Email: rfp@ORCities.org

If to Vendor:

HENDERSON PRODUCTS INC.
1085 South 3rd Street
Manchester IA 52057
ATTN: Janet Tobin
Email: JTOBIN@HENDERSONPRODUCTS.COM

Either Party may change its notice address by giving the other Party written notice of such change in the manner specified above.

ARTICLE 16 - FORCE MAJEURE

Except for Purchaser's obligation to pay for Products and Services delivered, delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by force majeure. For purposes of this Agreement, "force majeure" shall mean any cause or agency preventing performance of an obligation which is beyond the reasonable control of either Party hereto, including without limitation, fire, flood, sabotage, shipwreck, embargo, strike, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future), acts of nature, and delays or failure in obtaining raw materials, supplies or transportation. A Party affected by force majeure shall promptly provide notice to the other, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied. In the event of a force majeure situation, deliveries or acceptance of deliveries that have been suspended shall not be required to be made upon the resumption of performance.

ARTICLE 17 - WAIVER

No delay or failure by either Party to exercise any right, remedy or power herein shall impair such Party's right to exercise such right, remedy or power or be construed to be a waiver of any default or an acquiescence therein; and any single or partial exercise of any such right, remedy or power shall not preclude any other or further exercise thereof or the exercise of any other right, remedy or power. No waiver hereunder shall be valid unless set forth in writing executed by the waiving Party and then only to the extent expressly set forth in such writing.

ARTICLE 18 - PARTIES BOUND; ASSIGNMENT

This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the Parties hereto, but it may not be assigned in whole or in part by Vendor without prior written notice to Purchaser which shall not be unreasonably withheld or delayed.

ARTICLE 19 - SEVERABILITY

To the extent possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under Applicable Law. If any provision of this Agreement is declared invalid or unenforceable, by judicial determination or otherwise, such provision shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing

the particular invalid or unenforceable provision or provisions and the rights and obligations of the Parties shall be construed and enforced accordingly.

ARTICLE 20 - INCORPORATION; ENTIRE AGREEMENT

20.1 All the provisions of the Attachments hereto are hereby incorporated herein and made a part of this Agreement. In the event of any apparent conflict between any provision set forth in the main body of this Agreement and any provision set forth in the Attachments, including the RFP and/or Vendor's Proposal, the provisions shall be interpreted, to the extent possible, as if they do not conflict. If such an interpretation is not possible, the provisions set forth in the main body of this Agreement shall control.

20.2 This Agreement (including Attachments and Contract Documents hereto) constitutes the entire Agreement of the Parties relating to the subject matter hereof and supersedes any and all prior written and oral agreements or understandings relating to such subject matter.

ARTICLE 21 - HEADINGS

Headings used in this Agreement are for convenience of reference only and shall in no way be used to construe or limit the provisions set forth in this Agreement.

ARTICLE 22 - MODIFICATIONS

This Agreement may be modified or amended only in writing executed by Vendor and the Lead Contracting Agency. The Lead Contracting Agency and each Participating Agency contracting hereunder acknowledge and agree that any agreement entered into in connection with any Purchase Order hereunder shall constitute a modification of this Agreement as between the Vendor and the Participating Agency. Any modification of this Agreement as between Vendor and any Participating Agency shall not be deemed a modification of this Agreement for the benefit of the Lead Contracting Agency or any other Participating Agency.

ARTICLE 23 - GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon or in the case of a Participating Agency's use of this Agreement, the laws of the State in which the Participating Agency exists, without regard to its choice of law provisions.

[Signature page to follow]

ARTICLE 24 - COUNTERPARTS

This Agreement may be executed in counterparts all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year last written below.

PURCHASER:

DocuSigned by:
Signature: Patricia M. Mulvihill
A49AFD929F7246E...

Printed Name: Patricia M. Mulvihill

Title: Executive Director
LEAGUE OF OREGON CITIES

Dated: January 12, 2023 | 4:22 PM PST

VENDOR:

DocuSigned by:
Signature: Patrick Lentz
EA685F75214044A...

Printed Name: Patrick Lentz

Title: Director of Finance
HENDERSON PRODUCTS INC.

Dated: January 12, 2023 | 11:15 AM PST

ATTACHMENT A

to Master Price Agreement by and between **VENDOR** and **PURCHASER**.

PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

SEASONAL ROAD MANAGEMENT	
Product Category	Percentage (%) off List Price
SNOW & ICE MANAGEMENT MATERIALS	-
ROADWAY CLEARING & SEASONAL MANAGEMENT TOOLS	18% discount off List Price
ROADWAY CLEARING & SEASONAL MANAGEMENT SYSTEMS	18% discount off List Price
OTHER RELATED EQUIPMENT	18% discount off List Price

Additional discounts may be considered for volume orders in excess of 10 units.

Pricing contained in this Attachment A shall be extended to all NPPGov members upon execution of the Intergovernmental Agreement.

Participating Agencies may purchase from Vendor's authorized dealers and distributors, as applicable, provided the pricing and terms of this Agreement are extended to Participating Agencies by such dealers and distributors. Vendor's authorized dealers and distributors, as applicable, are identified in a link found at hendersonproducts.com, as may be updated from time to time. [A current list may be obtained from Vendor.]

ATTACHMENT B

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL SELLER WARRANTIES

To the extent possible, Vendor will make available all warranties from third party manufacturers of Products not manufactured by Vendor, as well as any warranties identified in this Agreement and Vendor's Proposal.

ATTACHMENT C

to Master Price Agreement by and between VENDOR and PURCHASER.

PARTICIPATING AGENCIES

The Lead Contracting Agency in cooperation with National Purchasing Partners (NPPGov) entered into this Agreement on behalf of other government agencies that desire to access this Agreement to purchase Products and Services. Vendor must work directly with any Participating Agency concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing, and payment. The Lead Contracting Agency shall not be held liable for any costs, damages, etc., incurred by any Participating Agency.

Any subsequent contract entered into between Vendor and any Participating Agency shall be construed to be in accordance with and governed by the laws of the State in which the Participating Agency exists. Each Participating Agency is directed to execute an Intergovernmental Cooperative Purchasing Agreement ("IGA"), as set forth on the NPPGov web site, www.nppgov.com. The IGA allows the Participating Agency to purchase Products and Services from the Vendor in accordance with each Participating Agency's legal requirements as if it were the "Purchaser" hereunder.

ATTACHMENT D

to Master Price Agreement by and between VENDOR and PURCHASER.

Vendor's Proposal

(The Vendor's Proposal is not attached hereto.)

(The Vendor's Proposal is incorporated by reference herein.)

ATTACHMENT E

to Master Price Agreement by and between VENDOR and PURCHASER.

Purchaser's Request for Proposal

(The Purchaser's Request for Proposal is not attached hereto.)

(The Purchaser's Request for Proposal is incorporated by reference herein.)

ATTACHMENT F

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL VENDOR TERMS OF PURCHASE, IF ANY.

The purchaser is liable for any federal, state or local taxes assessed against the sale or INVOICE unless they are collected as a specific part of the INVOICE. No goods are to be returned for credit without prior authorization. Returns which are not due to a Henderson issue are subject to a 20% restocking fee. A 1.5% per month delinquency charge will be added to unpaid balance of the INVOICE if not paid within 30 days from date of INVOICE. Annual percentage rate is 18%. Payment terms for equipment and turnkey trucks are net 30 days after shipment or cash in advance. We accept corporate checks, money orders, ACH and wire transfers as different forms of payment. Henderson does accept P-card and credit card payments for purchases \$2,000 or less per total order. Purchases greater than \$2,000 per total order require check, money order, ACH, or wire transfer. Discount terms offered on sale amount only. No discount allowed on freight charges.

Certificate Of Completion

Envelope Id: AE697A101A2448D684D954D1EC3D35CA

Status: Completed

Subject: Complete with DocuSign: MPA 2220 LOC and Henderson FINAL.pdf

Source Envelope:

Document Pages: 16

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Marshall Stiles

AutoNav: Enabled

17930 International Boulevard

Envelopeld Stamping: Enabled

Suite 900

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

SeaTac, WA 98188

marshall.stiles@mynpp.com

IP Address: 4.79.109.94

Record Tracking

Status: Original

Holder: Marshall Stiles

Location: DocuSign

1/12/2023 10:35:59 AM

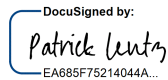
marshall.stiles@mynpp.com

Signer Events

Patrick Lentz

plentz@hendersonproducts.com

Director of Finance

Security Level: Email, Account Authentication
(None)**Signature**DocuSigned by:

EA685F75214044A...Signature Adoption: Pre-selected Style
Using IP Address: 12.119.215.98**Timestamp**

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Viewed: 1/12/2023 11:14:25 AM

Signed: 1/12/2023 11:15:44 AM

Electronic Record and Signature Disclosure:

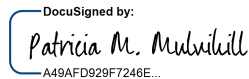
Accepted: 1/12/2023 11:14:25 AM

ID: c26ecaf8-0900-48e4-95ee-c3cddf583a58

Patricia M. Mulvihill

pmulvihill@orcities.org

Executive Director

Security Level: Email, Account Authentication
(None)DocuSigned by:

A49AFD929F7246E...Signature Adoption: Pre-selected Style
Using IP Address: 104.129.154.14

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Viewed: 1/12/2023 4:21:52 PM

Signed: 1/12/2023 4:22:07 PM

Electronic Record and Signature Disclosure:

Accepted: 1/12/2023 4:21:52 PM

ID: 9bdd0775-f633-4b3f-8dcb-885c4dfc4047

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Janet Tobin

jtobin@hendersonproducts.com

Contract Administrator

Security Level: Email, Account Authentication
(None)**COPIED**

Sent: 1/12/2023 10:38:28 AM

Viewed: 1/13/2023 6:07:14 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/12/2023 10:38:29 AM
Certified Delivered	Security Checked	1/12/2023 4:21:52 PM
Signing Complete	Security Checked	1/12/2023 4:22:07 PM
Completed	Security Checked	1/12/2023 4:22:07 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, National Purchasing Partners (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact National Purchasing Partners:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: marshall.stiles@mynpp.com

To advise National Purchasing Partners of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at bruce.busch@mynpp.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from National Purchasing Partners

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to marshall.stiles@mynpp.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with National Purchasing Partners

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to marshall.stiles@mynpp.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify National Purchasing Partners as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by National Purchasing Partners during the course of your relationship with National Purchasing Partners.

Intergovernmental Cooperative Purchasing Agreement

This Intergovernmental Agreement (Agreement) is by and between the “Lead Contracting Agency” and participating government entities (“Participating Agencies”), that are members of National Purchasing Partners (“NPPGov”), including members of Public Safety GPO, First Responder GPO, Law Enforcement GPO, Education GPO and EMS GPO that agree to the terms and conditions of this Agreement. The Lead Contracting Agency and all Participating Agencies shall be considered as “parties” to this agreement.

WHEREAS, upon completion of a formal competitive solicitation and selection process, the Lead Contracting Agency has entered into Master Price Agreements with one or more Vendors to provide goods and services, often based on national sales volume projections;

WHEREAS, NPPGov provides group purchasing, marketing and administrative support for governmental entities. NPPGov’s marketing and administrative services are free to its membership, which includes participating public entities and nonprofit institutions throughout North America.

WHEREAS, NPPGov has instituted a cooperative purchasing program under which member Participating Agencies may reciprocally utilize competitively solicited Master Price Agreements awarded by the Lead Contracting Agency;

WHEREAS, the Master Price Agreements provide that all qualified government members of NPPGov may purchase goods and services on the same terms, conditions and pricing as the Lead Contracting Agency, subject to applicable local and state laws of the Participating Agencies;

WHEREAS, the parties agree to comply with the requirements of the Intergovernmental Cooperation Act as may be applicable to the local and state laws of the Participating Agencies;

WHEREAS, the parties desire to conserve and leverage resources, and to improve the efficiency and economy of the procurement process while reducing solicitation and procurement costs;

WHEREAS, the parties are authorized and eligible to contract with governmental bodies and Vendors to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, the parties desire to contract with Vendors under the terms of the Master Price Agreements;

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1: LEGAL AUTHORITY

Each party represents and warrants that it is eligible to participate in this Agreement because it is a local government created and operated to provide one or more governmental functions and possesses adequate legal authority to enter into this Agreement.

ARTICLE 2: APPLICABLE LAWS

The procurement of goods and services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules, and regulations that govern each party's procurement policies. Competitive Solicitations are intended to meet the public contracting requirements of the Lead Contracting Agency and may not be appropriate under, or satisfy Participating Agencies' procurement laws. It is the responsibility of each party to ensure it has met all applicable solicitation and procurement requirements. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.

ARTICLE 3: USE OF BID, PROPOSAL OR PRICE AGREEMENT

- a. A "procuring party" is defined as the Lead Contracting Agency or any Participating Agency that desires to purchase from the Master Price Agreements awarded by the Lead Contracting Agency.
- b. Each procuring party shall be solely responsible for their own purchase of goods and services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation of law or contract by a procuring party, and the procuring party shall hold non-procuring parties and all unrelated procuring parties harmless from any liability that may arise from action or inaction of the procuring party.
- c. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar goods and services outside the scope of the Master Price Agreement.
- d. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.
- e. The cooperative use of bids, proposals or price agreements obtained by a party to this Agreement shall be in accordance with the terms and conditions of the bid, proposal or price agreement, except as modified where otherwise allowed or required by applicable law, and does not relieve the party of its other solicitation requirements under state law or local policies.

ARTICLE 4: PAYMENT OBLIGATIONS

The procuring party will make timely payments to Vendors for goods and services received in accordance with the terms and conditions of the procurement. Payment for goods and services, inspections and acceptance of goods and services ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Vendor shall be resolved in accordance with the law and venue rules of the state of the procuring party.

ARTICLE 5: COMMENCEMENT DATE

This Agreement shall take effect after execution of the “Lead Contracting Agency Endorsement and Authorization” or “Participating Agency Endorsement and Authorization,” as applicable.

ARTICLE 6: TERMINATION OF AGREEMENT

This Agreement shall remain in effect until terminated by a party giving 30 days written notice to “Lead Contracting Agency”

ARTICLE 7: ENTIRE AGREEMENT

This Agreement and any attachments, as provided herein, constitute the complete Agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 8: CHANGES AND AMENDMENTS

This Agreement may be amended only by a written amendment executed by all parties, except that any alterations, additions, or deletions of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO OR MORE ORIGINALS BY EXECUTION AND ATTACHMENT OF “THE LEAD CONTRACTING AGENCY ENDORSEMENT AND AUTHORIZATION” OR “PARTICIPATING AGENCY ENDORSEMENT AND AUTHORIZATION,” AS APPLICABLE. ONCE EXECUTED, IT IS THE RESPONSIBILITY OF EACH PARTY TO FILE THIS AGREEMENT WITH THE PROPER AGENCY IF REQUIRED BY LOCAL OR STATE LAW.

**LEAGUE OF OREGON CITIES
ENDORSEMENT AND AUTHORIZATION**

The undersigned acknowledges, on behalf of the League of Oregon Cities (“Lead Contracting Agency”) that he/she has read and agrees to the general terms and conditions set forth in the enclosed Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by the League of Oregon Cities to Participating Agencies locally, regionally, and nationally through NPPGov. Copies of Master Price Agreements and any amendments thereto made available by the League of Oregon Cities will be provided to Participating Agencies and NPPGov to facilitate use by Participating Agencies.

The undersigned understands that the purchase of goods and services under the provisions of the Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agencies.

The undersigned affirms that he/she is an agent of the League of Oregon Cities and is duly authorized to sign this League of Oregon Cities Endorsement and Authorization.

DocuSigned by:

38C546F8869143E...

Date: 3/26/2020

BY:

ITS:

League of Oregon Cities Contact Information:

Contact Person: Mike Culley
Address: 1201 Court St NE #200, Salem, OR 97301
Telephone No.: 503-588-6550
Email: mculley@orcities.org

**PARTICIPATING AGENCY
ENDORSEMENT AND AUTHORIZATION**

The undersigned acknowledges, on behalf of _____ (“Participating Agency”) that he/she has read and agrees to the general terms and conditions set forth in the enclosed Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by the Lead Contracting Agency to Participating Agencies locally, regionally, and nationally through NPPGov.

The undersigned further acknowledges that the purchase of goods and services under the provisions of the Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agency and that neither the Lead Contracting Agency nor NPPGov shall be held liable for any costs or damages incurred by or as a result of the actions of the Vendor or any other Participating Agency. Upon award of contract, the Vendor shall deal directly with the Participating Agency concerning the placement of orders, disputes, invoicing and payment.

The undersigned affirms that he/she is an agent of _____ and is duly authorized to sign this Participating Agency Endorsement and Authorization.

BY: _____
ITS: _____

Date: _____

Participating Agency Contact Information:

Contact Person: _____
Address: _____

Telephone No.: _____
Email: _____



ITEM 9.A.5.

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

AGENDA ITEM

Board of Trustees Regular Meeting
of
November 12, 2024

SUBJECT: Recommendation to Purchase - Combination Vacuum Truck

FROM: Tim O'Malley, Public Works Director

BUDGET SOURCE/BUDGET IMPACT: \$404,000.00 will be allocated in the FY2026 Budget Account # 342-90200 for the purchase of this item. However, since it is a specialty ordered item that takes over a year to receive, we request the board to authorize a promissory note for its future purchase.

RECOMMENDED MOTION: I move that the Village Board waive competitive bidding and approve Resolution R-2246 the purchase one (1) Vactor Combination Vacuum truck from the Sourcewell contract #101221 pending final Attorney review and approval.

Background/History:

Currently, the Village of Oak Brook does not own a dedicated Combination Vacuum truck. As our infrastructure continues to age and expand, therefore, it has become increasingly critical to address maintenance needs proactively. A Vactor Combination truck would allow Public Works to efficiently clear blockages, conduct preventive maintenance operations, reduce damage liabilities around existing utilities and reduce dependency on third-party contractors, which can result in delays and increased operational costs. Additionally, this equipment supports our commitment to environmental safety and infrastructure resiliency. The Village has spent approximately \$440,000 in the last eight years on Vactor truck services. The Department anticipates spending \$582,000 on Combination Vac Truck services over the next 8 years. A combination vacuum truck has a useful life of about 15 years, indicating that over its lifespan, purchase of this equipment is approximately 60% less expensive than rental, while also allowing for more rapid and frequent usage.

Recommendation:

Staff moves that the Village Board waives competitive bidding and approve R-2246 the purchase one (1) Vactor Combination Vacuum truck from the Sourcewell contract #101221 pending final Attorney review and approval.

Attachments:

1. 2024-PW-PO-VAC-TRK-R-2246
2. Oak Brook Village of Vactor iMPACT Quote CPQ 77821

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

RESOLUTION

NUMBER 2024-PW-PO-VAC-TRK-R-2246

A RESOLUTION
APPROVING AND AUTHORIZING STAFF TO ISSUE A
PURCHASE ORDER TO STANDARD EQUIPMENT, FOR ONE
COMBINATION VACUUM TRUCK.

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

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

Village Board

Published in pamphlet form by authority of the
President and the Board of Trustees of the Village of Oak Brook
on this the 12th day of November 2024

RESOLUTION NO. 2024-PW-PO-VAC-TRK-R-2246

A RESOLUTION
APPROVING AND AUTHORIZING STAFF TO ISSUE A PURCHASE ORDER TO STANDARD
EQUIPMENT, FOR ONE COMBINATION VACUUM TRUCK.

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

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

WHEREAS, pursuant to Section 1-7-10 of the Village Code, the Village shall have the authority to join with other units of government in cooperative purchasing plans when the best interests of the Village will be served by engaging in such cooperative purchasing plans, namely Source well Contract #101221;

WHEREAS, the Village of Oak Brook currently does not own a dedicated Combination Vacuum Truck (the "Equipment"), and the purchase of such would allow Public Works to efficiently clear blockages, conduct preventive maintenance operations, reduce damage liabilities around existing utilities and reduce dependency on third-party contractors, which can result in delays and increased operational costs;

WHEREAS, Staff has solicited quotes for the purchase of the Equipment, in the amount of \$404,860.00, from Standard Equipment ("Company") located out of Elmhurst, Illinois;

WHEREAS, Staff recommends approval by the Corporate Authorities to issue the Purchase Order, attached hereto and incorporated herein as Exhibit A, to purchase the Equipment from Standard Equipment; and

WHEREAS, Village President and the Board of Trustees have determined that it is in the best interest of the Village to approve the purchase provided herein, all in accordance with the Purchase Order.

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 the Purchase Order, substantially in the form of such attached hereto as Exhibit A.

Section Four - Other Actions Authorized

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

Section Five - Authorization of Expenditures

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

Section Six – Waiver of Bidding Process

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

Section Seven - Acts of Village Officials

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

Section Eight – Effective Date

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

Section Nine - Publication

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

Section ten – Conflict Clause

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

Section Eleven – Saving Clause

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

Section Twelve – Recording

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

PASSED THIS 12th day of November 2024.

Ayes: _____

Nays: _____

Absent: _____

APPROVED THIS 12th day of November 2024.

LAURENCE E. HERMAN,
Village President

ATTEST:

NETASHA SCARPINITI,
Village Clerk

EXHIBIT A

[Purchase Order]

STANDARD EQUIPMENT

Subsidiary of Federal Signal Corporation 625 S. Illinois Rt. 83, Elmhurst, IL 60126 • 312-829-1919 • sale@standardequipment.com



Date:

10 – 30 – 2024

Offered By:

Mike O'Connor
Sales Representative
312.208.5012

Equipment Provided for:

The Village of Oak Brook
3003 Jorie Blvd,
Oak Brook, IL 60523

Equipment Quote



Standard Equipment is pleased to present The Village of Oak Brook with the following quotation for a New Vactor iMPACTs on an International chassis.





Dealership Information

Family-owned and operated since 1969, Standard Equipment Company provides environmental equipment solutions for municipalities, contractors, and companies. We have built a reputation for excellence by offering the finest new equipment, a large selection of parts, excellent service, and unparalleled customer support. We customize environmental equipment solutions for every situation by putting our customer's needs first. Standard's greatest ability is dependability.



Manufacturer Information

Vactor's origins as an American manufacturer go back more than a century, and their expertise and leadership in sewer cleaning date back more than fifty years. In that time, they have been more than a manufacturer. As a pioneer and an innovator, they have found ways to help communities save money, improve the quality of life for people, and improve the productivity and safety of the individuals who operate their equipment.

This commitment to innovation inspired them to create the very first combination sewer cleaner in 1969.

Today, they remain driven to bring you the safest, most capable, versatile, quietest, and most efficient equipment possible. Durable, reliable equipment that delivers the quality and value you deserve and should demand. Equipment you can count on today, tomorrow, and years into the future.

Vactor iMPACT

With the new iMPACT combination sewer cleaner, you don't have to sacrifice performance to obtain cost savings. In tight spots like alleys, for emergency applications, or for regular maintenance, the iMPACT can handle the job without a big impact on your budget.

It offers you:

- **IntuiTouch® one-touch in-cab controls** for PTO activation at the touch of a button
- Adjustable **IntuiTouch control panel** that combines all cleaning system functions into one rotating control panel
- Low maintenance **Jet Rodder® Water Pump** provides smooth continuous flows and optional “jackhammer” action
- *Optional **Patent pending H.A.L.O.™** (Hands-Free Accessory Light Option) brings a new level of safety and efficiency to every jobsite
- **Multi-Flow** system offers operation at lower RPM for better fuel economy without sacrificing performance, less component wear and greater product life
- Modul-Flex design provides for maximum capacities and optimum weight distribution on every truck
- Quieter engine design, high ground clearance, lower water fill point and other features to improve the operator experience
- High-strength aluminum water tank maximizes capacity and comes with a 10-year corrosion resistance warranty
- Powerful Positive Displacement Vacuum Blower for pulling material long distances
- Choose from an array of precision-engineered enhancements to fully customize your iMPACT

Product Description

iMPACT Combination Machine with 15" Hg. Blower, 3 Yard Debris body, 500 Gallons of Fresh Water.

Equipment Features

- Curbside Toolbox with Nozzle Storage Rack
- Aluminum Fenders
- Mud Flaps
- Electric / Hydraulic Proportional Boom Control
- Color Coded Sealed Electrical System
- Intuitouch Electronic Package
- Double Acting Hoist Cylinder
- Handgun Assembly
- Ex-Ten Steel Cylindrical Debris Tank
- Flexible Hose Guide
- (2) Nozzles with Carbide Inserts
- Suction Tube Storage
- 3/4" Nozzle Pipe
- 10' Leader Hose
- Stainless Steel Float Shut Off System
- Horizontal Microstrainer Priore Blower
- Lube Manifold
- Debris Body Vacuum Relief System
- Debris Body-Up Light and Alarm
- Low Water Alarm with Water Pump Flow Indicator
- 3" Y-Strainer at Passenger Side Fill with 25' Fill Hose
- Water Tank Sight Gauge
- Liquid Float Body Level Indicator
- Front Controlled Blower Drive
- Digital Water Pressure Gauge
- 180 deg. 5ft Extendable Boom
- Joystick Boom Control
- Boom Hose Storage
- Boom Out of Position Light and Alarm
- 40 GPM/2500 PSI Jet Rodder pump
- Rodder System Accumulator - Jack Hammer on/off Control with manual valve
- 3" Y-Strainer at Water Pump
- Multi-Flow Water System
- 1" Water Relief Valve
- Midship High Pressure Coupling
- 500' x 3/4" Sewer Hose 2500 PSI Piranha
- Hose Wind Guide (Dual Roller) Manual
- Digital Hose Footage Counter
- Hydraulic Tank Shutoff Valves
- Rodder Pump Drain Valves
- Rotating Hose Reel 3/4" x 500' Capacity 180 Deg. Rotation

Equipment Features Continued

- Tachometer / Chassis Engine with Hour Meter
- Water Pump Hour Meter
- PTO Hour Meter
- Hydraulic Oil Temp Alarm
- Tachometer / Blower with Hour Meter
- Circuit Breakers
- LED Lights Clearance Backup Stop Tail & Turn
- Tow Hooks Rear
- Electronic Back-Up Alarm
- 6" Vacuum Pipe Package
- Emergency Flare Kit
- Fire Extinguisher 5 Lbs.
- Body Washout
- 6" Rear Door Knife Valve with Camloc 6:00 position
- Centrifugal Separators (Cyclones)
- Rear Door Splash Shield
- Lube Chart - Included
- Air Purge
- Digital Water Level Indicator
- Digital Debris Body Level Indicator Tied to Vacuum Relief
- Handheld Wireless Controls
- Rotatable Boom Inlet Hose
- Cold Weather Recirculator PTO Driven 12 GPM
- Hosereel - Freespool
- Hydro Excavation Kit - Includes Lances with Shield Nozzles Storage Tray and Vacuum Tube
- Vactor Standard Manuals with Cloud Parts
- Pinch Roller
- High Pressure Hose Reel
- Final Filter and Silencer Ball Valve Drains
- Rear Directional Control LED Arrowboard
- Wireless Waterproof Rechargeable Handheld LED Spot Light with 12V Charger
- 10 Light Package 10 Federal Signal Strobe Lights LED
- Amber Lights for Flashing Light Package
- Worklights (2) Boom
- Worklights (2) Rear Door
- Worklights (2) Driver & Passenger Side LED
- Worklight Manhole
- Camera System Front Rear and Both Sides
- Toolbox Behind Cab - 14w 36h x 88d
- Vactor Logos – Applied

Chassis Information:

- Chassis Make – International
- Chassis Color – White
- Module Color – White

Price Quote



Standard Equipment and Vector are proud holders of a Sourcewell competitively bid procurement contract. Sourcewell allows for government agencies to control cost of procurement and ensure that they are getting the equipment they want at a competitively bid price. For more information about Sourcewell, you can find them on the web at www.sourcewell-mn.gov.

Quotes include all Tax, Title, and License Fees if applicable.

Item Description	Delivered Cost
New Vector iMPACT Sewer Cleaner International Chassis	\$404,860.00

Sourcewell contract 101221-VTR

Terms and Conditions

1. Multiple unit orders will be identical to signed proposal. Changes or deviations to any unit of a multiple unit order will require a new signed proposal.
2. Chassis specifications and data codes for customer-supplied chassis must be submitted to and approved by Manufacturer prior to submittal of customer purchase order.
3. All prices quoted are in US Dollars unless otherwise noted.
4. All price quotations are for informational purposes only. Prices are subject to change without notice. Final prices will be reflected on the final invoice. Comparable components may be substituted for those listed on any quote or specification. Any weights and dimensions are estimates and are provided for informational purposes only and are not guaranteed. Non-factory approved Modifications may void the warranty in whole or in part. Due to the nature of specialty custom equipment, all sales are final. By acceptance of this quote by signature, letter of intent, or issuance of a purchase order the purchasing party understands that this agreement supersedes any conditions that the purchasing party may provide as terms of purchase.
5. Vactor Manufacturing and Chassis limited warranty included.
6. Price does not include state or local taxes.
7. Price includes title and plating fees.
8. Quote is valid for 30 days from 10/30/2024.
9. Payment is due at the time of delivery.

Total Unit Price: \$404,860.00

IN WITNESS WHEREOF, the parties hereto agree to enter into this purchase agreement.

The Village of Oak Brook

X

Signature

Name: _____

Date: _____

Standard Equipment Company

X

Signature

Name: Greg Zukowski

Date: 10/30/2024



ITEM 9.A.6.

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
November 12, 2024

SUBJECT: IGA for 62N39 – 22nd Street/Cermak Road from York St to IL 50

FROM: Tim O'Malley, Public Works Director

BUDGET SOURCE/BUDGET IMPACT: N/A

RECOMMENDED MOTION: I move that the Village Board approve Resolution R-224, a Resolution approving an Intergovernmental Agreement 62N39 – 22nd Street/Cermak Road from York St to IL 50, by and between the State of Illinois acting through its Illinois Department of Transportation (IDOT) and the Village of Oak Brook pending final Attorney review and approval of IGA.

Background/History:

The State of Illinois intends to facilitate the free flow of traffic and ensure safety to the motoring public by improving approximately 53,000 lineal feet of Federal-Aid Primary (FAP) Route 771, 22nd St/Cermak Rd from York St to IL 50, identified as State Job No.: D-91-078-21, Contract Number 62N39, State Section No. 2020-266-SUR, SW&TS. The general scope of work consists of the implementation of Intelligent Transportation Systems (ITS) to improve all modes of transportation along the 22nd St/Cermak Rd corridor. This includes traffic signal modernization, signal timing, changeable message signs, new signing, traffic surveillance, ADA improvements and all other work necessary to complete the improvement in accordance with the approved plans and specifications; Under the State agreement, the Village is required to provide the necessary funds for its share of the cost of this improvement. The Village will be required to pay to the State, an amount equal to 80% of the project's estimated cost, and will pay the remaining 20% of the obligation (including any non-participating costs on FAP Projects), upon completion of the project, based upon actual final costs. The preliminary estimated Village cost of IDOT - 62N39 Cermak Road Smart Corridor is \$14,347.

Recommendation:

Staff recommends that the Village Board approve Resolution R-224, a Resolution approving an Intergovernmental Agreement 62N39 – 22nd Street/Cermak Road from York St to IL 50, by and between the State of Illinois acting through its Illinois Department of Transportation (IDOT) and the Village of Oak Brook pending final Attorney review and approval of IGA.

Attachments:

1. 2024-PW-IGA-IDOT-62N39-R-2247
2. Contract 62N39 Village of Oak Brook IGA_03052024

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

RESOLUTION

NUMBER 2024-PW-IGA-IDOT-62N39-R-2247

A RESOLUTION
APPROVING AN INTERGOVERNMENTAL AGREEMENT BY
AND BETWEEN THE ILLINOIS DEPARTMENT OF
TRANSPORTATION AND THE VILLAGE OF OAK BROOK TO
IMPLEMENT INTELLIGENT TRANSPORTATION SYSTEMS
ALONG THE 22ND ST/CERMAK RD CORRIDOR

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

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

Village Board

Published in pamphlet form by authority of the
President and the Board of Trustees of the Village of Oak Brook
on this the 12th day of November 2024

RESOLUTION NO. 2024-PW-IGA-IDOT-62N39-R-2247

A RESOLUTION
APPROVING AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE ILLINOIS
DEPARTMENT OF TRANSPORTATION AND THE VILLAGE OF OAK BROOK TO
IMPLEMENT INTELLIGENT TRANSPORTATION SYSTEMS ALONG THE 22ND ST/CERMAK
RD CORRIDOR

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

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

WHEREAS, the "Intergovernmental Cooperation Act", 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government;

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

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

WHEREAS, the State of Illinois through the Illinois Department of transportation intends to facilitate the free flow of traffic and ensure safety to the motoring public by improving approximately 53,000 lineal feet of Federal-Aid Primary (FAP) Route 771, 22nd St/Cermak Rd from York St to IL 50, identified as State Job No.: D-91-078-21, Contract Number 62N39, State Section No. 2020-266-SUR, SW&TS;

WHEREAS, the general scope of work consists of the implementation of Intelligent Transportation Systems (ITS) to improve all modes of transportation along the 22nd St/Cermak Rd corridor. This includes traffic signal modernization, signal timing, changeable message signs, new signing, traffic surveillance, ADA improvements and all other work necessary to complete the improvement in accordance with the Agreement, attached hereto and incorporated herein as

Exhibit A;

WHEREAS, in compliance with the Agreement, it is necessary for the Village to appropriate sufficient funds to pay its share of the cost of said improvements;

WHEREAS, Staff now recommends the Corporate Authorities to approve the Agreement for the for the reasons provided for herein; and

WHEREAS, the Village of Oak Brook Corporate Authorities are of the opinion that it is in the best interests of the Village of Oak Brook to enter into the attached agreement with IDOT 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

The Corporate Authorities hereby Approves the Agreement, substantially in the form attached hereto and made a part hereof as Exhibit A.

Section Three – Authorization and Direction

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

Section Four - Other Actions Authorized

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

Section Five - Authorization of Expenditures

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

Section Six - Acts of Village Officials

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

Section Seven – Effective Date

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

Section Eight - Publication

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

Section Nine – Conflict Clause

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

Section Ten – Saving Clause

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

Section Eleven – Recording

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

PASSED THIS 12th day of November 2024.

Ayes: _____

Nays: _____

Absent: _____

APPROVED THIS 12th day of November 2024.

LAURENCE E. HERMAN,
Village President

ATTEST:

NETASHA SCARPINITI,
Village Clerk

EXHIBIT A

[Agreement]

FAP 771
22nd St/Cermak Rd from York St to IL 50
State Section: 2020-266-SUR,SW&TS
County: DuPage & Cook
Job No. : C-91-107-21
Contract No.:62N39
Agreement No.: JN-124-021

AGREEMENT

This Agreement entered into this _____ day of _____, 20____ A.D.,
by and between the STATE OF ILLINOIS, acting by and through its DEPARTMENT
OF TRANSPORTATION, hereinafter called the STATE, and the VILLAGE OF OAK
BROOK of the State of Illinois, hereinafter called the VILLAGE.

WITNESSETH:

WHEREAS, the STATE, in order to facilitate the free flow of traffic and ensure safety
to the motoring public, is desirous of improving approximately 53,000 lineal feet of
FAP Route 771, 22nd St/Cermak Rd from York St to IL 50, identified as STATE Job
No.: D-91-078-21, Contract Number 62N39, STATE Section No. 2020-266-
SUR,SW&TS, as follows:

The general scope of work consists of the the implementation of Intelligent
Transporation Systems (ITS) to improve all modes of transporation along the 22nd
St/Cermak Rd corridor. This includes traffic signal modernization, signal timing,
changeable message signs, new signing, traffic surveillance, ADA improvements
and all other work necessary to complete the improvement in accordance with the
approved plans and specifications; and

WHEREAS, the VILLAGE has requested that the STATE include in its contract emergency vehicle pre-emption equipment, and

WHEREAS, the STATE has agreed to the VILLAGE's request, and

WHEREAS, the VILLAGE is desirous of said improvement in that same will be of immediate benefit to the VILLAGE residents and permanent in nature.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The STATE agrees to make the surveys, obtain all necessary rights of way, prepare plans and specifications, receive bids and award the contract, furnish engineering inspection during construction and cause the improvement to be built in accordance with the approved plans, specifications and contract.
2. The STATE agrees to pay for all right of way, construction and engineering cost subject to partial reimbursement by the VILLAGE, as hereinafter stipulated.
3. It is mutually agreed by and between the parties hereto that the estimated cost and cost proration for this improvement is as shown on Exhibit A attached hereto and made a part hereof.
4. The VILLAGE has passed a resolution appropriating sufficient funds to pay its share of the cost for this improvement, a copy of which is attached hereto as Exhibit B and made a part hereof.

5. The VILLAGE agrees to pass a supplemental resolution to provide necessary funds for its share of the cost of this improvement if the amount appropriated in Exhibit B proves to be insufficient to cover said cost.
6. The VILLAGE further agrees that, upon award of the contract for this improvement, the VILLAGE will pay to the STATE, in a lump sum from any funds allotted to the VILLAGE, an amount equal to 80% of its obligation incurred under this AGREEMENT, and will pay to said STATE the remainder of the obligation (including any non-participating costs on FA Projects) in a lump sum, upon completion of the project, based upon final costs.
7. The VILLAGE has adopted a resolution, will send a letter, or sign the Plan Approval page which is part of this document, prior to the STATE advertising for the work to be performed hereunder, approving the plans and specifications as prepared.
8. The VILLAGE agrees not to permit driveway entrance openings to be made in the curb, as constructed, or the construction of additional entrances, private or commercial, along 22nd St without the consent of the STATE.
9. The VILLAGE shall exercise its franchise rights to cause private utilities to be relocated, if required, at no expense to the STATE.
10. The VILLAGE agrees to cause its utilities installed on right of way after said right of way was acquired by the STATE or installed within the limits of a roadway

after the said roadway's jurisdiction was assumed by the STATE, to be relocated and/or adjusted, if required, at no expense to the STATE.

11. All VILLAGE owned utilities, on STATE right of way within the limits of this improvement, which are to be relocated/adjusted under the terms of this Agreement, will be relocated/adjusted in accordance with the applicable portions of the "Accommodation of Utilities of Right of Way of the Illinois State Highway System." (92 Ill. Adm. Code 530).
12. The VILLAGE agrees to obtain from the STATE an approved permit for any VILLAGE owned utility relocated/adjusted as part of this improvement, and shall abide by all conditions set forth therein.
13. Upon final field inspection of the improvement and so long as 22nd St is used as a STATE Highway, the STATE agrees to maintain or cause to be maintained the through traffic lanes, the left-turn lanes and right turn lanes, and the curb and gutter or stabilized shoulders and ditches adjacent to those traffic lanes and turn lanes.
14. Upon final field inspection of the improvement, the VILLAGE agrees to maintain or cause to be maintained those portions of the improvement which are not maintained by the STATE, including new and existing sidewalks, crosswalk and stopline markings, VILLAGE owned utilities including appurtenances thereto and shall maintain the storm sewers and appurtenances by performing those functions necessary to keep the sewer in a serviceable condition including cleaning sewer lines, inlets, manholes, and catch basins along with the repair or

replacement of inlet, manhole and catch basins' frames, grates or lids. The maintenance, repair and/or reconstruction of storm sewers constructed as part of this improvement beyond the aforescribed responsibilities shall be that of the STATE. The VILLAGE agrees to inspect stopline markings, symbols, special pavement treatments, crosswalks and replace as necessary to insure proper motorist and pedestrian guidance.

15. The VILLAGE further agrees to continue its existing maintenance responsibilities on all side road approaches under its jurisdiction within the limits of the improvement, including all left and right turn lanes on said side road approaches, up to the through edge of pavement of 22nd St. Drainage facilities, if any, at the aforementioned side roads located within the STATE right-of-way shall be the joint maintenance responsibility of the STATE and the VILLAGE unless there is an agreement specifying different responsibilities.

16. Upon acceptance by the STATE of the new traffic signal work included herein, the financial responsibility for maintenance and energy charges for the operation of the traffic signal at the intersection(s) listed below shall be proportioned as follows:

<u>Intersection</u>	<u>Maintenance</u>	<u>Energy</u>
22 nd St at Windsor Dr		
STATE Share	0%	0%
VILLAGE Share	100%	100%
22 nd St at I-294 WB Ramp		
STATE Share	100%	100%
VILLAGE Share	0%	0%

And shall continue a part of the current Master Agreement executed between the STATE and the VILLAGE for the term of which began July 1, 2021.

17. It is mutually agreed that the actual traffic signal maintenance will be performed by the STATE either with its own forces or through an ongoing contractual agreement.
18. The STATE's Electrical Maintenance Contractor will inspect, make note, and keep inventory of the VILLAGE owned "EMERGENCY VEHICLE PRE-EMPTION" system to support the maintenance of the "EMERGENCY VEHICLE PRE-EMPTION" system. Inspection of the "EMERGENCY VEHICLE PRE-EMPTION" system shall include the phase selector, field wiring, optical detectors and cabinet appurtenances. When repair is necessary, the STATE's electrical contractor shall notify the VILLAGE that their "EMERGENCY VEHICLE PRE-EMPTION" system is in need of maintenance repairs. When approved by the VILLAGE, maintenance of their "EMERGENCY VEHICLE PRE-EMPTION" system is then performed accordingly. The STATE's electrical contractor shall invoice the VILLAGE directly for all maintenance costs of the "EMERGENCY VEHICLE PRE-EMPTION" system. The VILLAGE may require end users of the emitters within its jurisdiction to enter into separate agreements with the STATE's contractor to have the emergency vehicle emitters tested in accordance with the recommendation of the Manufacturer of such equipment.
19. It is mutually agreed, if, in the future, the STATE adopts a roadway or traffic signal improvement passing through the traffic signal included herein which requires modernization or reconstruction to said traffic signal then the VILLAGE agrees to be financially responsible for its proportionate share in accordance with STATE policy to modernize or reconstruct said installation and will be

responsible for all costs to relocate or reconstruct the Emergency Preemption equipment in conjunction with the STATE's proposed improvement.

20. Under penalties of perjury, the VILLAGE certifies that its correct Federal Tax Identification number is _____ and it is doing business as a GOVERNMENTAL ENTITY, whose mailing address is:

Village of Oak Brook

1200 Oak Brook Road

Oak Brook, IL 60523

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SEE NEXT PAGE FOR SIGNATURES

Obligations of the STATE and the VILLAGE will cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available funds for this contract.

This AGREEMENT and the covenants contained herein shall be null and void in the event the contract covering the construction work contemplated herein is not awarded within the three years subsequent to execution of the agreement.

This Agreement shall be binding upon and to the benefit of the parties hereto, their successors and assigns.

VILLAGE OF OAK BROOK

By: _____
(Signature)

Attest:

Clerk

(SEAL)

By: _____
(Print or Type)

Title: _____

Date: _____

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: _____
Jose Rios, P.E.
Region One Engineer

Date: _____

Job No. : C-91-107-21
Agreement No.: JN-124-021

PLAN APPROVAL

WHEREAS, in order to facilitate the improvement of FAP Route 771, 22nd St/Cermak Rd, State Section No: 2020-266-SUR,SW&TS, Contract No. 62N39, the VILLAGE agrees to that portion of the plans and specifications relative to the VILLAGE's financial and maintenance obligations described herein, prior to the STATE's advertising for the aforescribed proposed improvement.

Approved _____

Title _____

Date _____

Exhibit B
FUNDING RESOLUTION

WHEREAS, the VILLAGE OF OAK BROOK (VILLAGE) has entered into an AGREEMENT with the STATE OF ILLINOIS (STATE) for the improvement of 22nd St/Cermak Rd from York St to IL 50, known as Contract No. 62N39, STATE Section No.: 2020-266-SUR,SW&TS; and

WHEREAS, in compliance with the aforementioned AGREEMENT, it is necessary for the VILLAGE to appropriate sufficient funds to pay its share of the cost of said improvement.

NOW THEREFORE, BE IT RESOLVED, that there is hereby appropriated the sum of Fourteen Thousand Three Hundred Forty Seven Dollars (\$14,347.00) or so much thereof as may be necessary, from any money now or hereinafter allotted to the VILLAGE, to pay its share of the cost of this improvement as provided in the AGREEMENT; and

BE IT FURTHER RESOLVED, that upon award of the contract for this improvement, the VILLAGE will pay to the STATE in a lump sum from any funds allotted to the VILLAGE, an amount equal to 80% of its obligation incurred under this AGREEMENT, and, upon completion of the project, will pay to said STATE the remainder of its obligation, based on final costs; and

BE IT FURTHER RESOLVED, that the VILLAGE agrees to pass a supplemental resolution to provide any necessary funds for its share of the cost of this improvement if the amount appropriated herein proves to be insufficient, to cover said cost.

STATE OF ILLINOIS)
COUNTY OF DuPAGE & COOK)

I, _____, VILLAGE Clerk in and for the VILLAGE of OAK BROOK, hereby
certify the foregoing to be a true perfect and complete copy of the resolution adopted by the
VILLAGE Board at a meeting on _____, 20__ A.D.

IN TESTIMONY WHEREOF, I have hereunto set my hand seal this _____ day of
_____. 20__ A.D.

VILLAGE Clerk

(SEAL)



ITEM 9.A.7.

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
November 12, 2024

SUBJECT: Adopting a Manual on Boards, Commissions, and Commissions
Appointments

FROM: Giuseppe Scalera, Management Analyst
Greg Summers, Village Manager

BUDGET SOURCE/BUDGET IMPACT: N/A

RECOMMENDED MOTION: I move that the Village Board approve Resolution R-2248, "A Resolution Approving and Adopting the Village of Oak Brook's Boards, Commissions, and Commissions Manual"

Background/History:

For many years, the Village of Oak Brook has relied on appointed officials to serve on various boards, committees, and commissions, contributing valuable insights and expertise to local government decisions. However, the Village has historically lacked a formal policy outlining expectations and responsibilities for these appointed roles.

This gap has occasionally led to challenges, such as missed meetings, limited participation in discussions, and a lack of clarity regarding ethical expectations. These issues can impact decision-making and create an uneven standard of commitment among appointed officials, making it difficult to achieve the level of civic engagement and responsibility that the Village aims to promote.

This new policy is designed to address these issues by:

- **Defining Clear Expectations:** The policy sets standards for attendance, participation, ethical conduct, and reporting obligations, ensuring that appointed officials understand their roles and responsibilities.
- **Enhancing Community Representation:** Engaged and responsible appointed officials help ensure that the boards and committees reflect the community's needs and priorities,

leading to more effective governance.

- **Strengthening Governance:** With clear expectations in place, the Village can foster a culture of accountability and professionalism among appointed officials, aligning their work with Oak Brook's strategic objectives.

In summary, the proposed policy represents a proactive step toward a more engaged and accountable structure for appointed officials, reinforcing their critical role in serving Oak Brook's residents and upholding the Village's standards of governance.

Recommendation:

Staff recommends that the Village Board approve Resolution R-2248, "A Resolution Approving and Adopting the Village of Oak Brook's Boards, Commissions, and Commissions Manual"

Attachments:

1. Boards, Commissions, and Committees Resolution
2. BoardCommissionCommittee Manual

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

RESOLUTION

NUMBER 2024-ADMN-CMTE/COMM-PLCY-R-2248

A RESOLUTION
APPROVING AND ADOPTING
THE VILLAGE OF OAK BROOK BOARDS, COMMISSIONS,
AND COMMITTEES MANUAL

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

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

Village Board

Published in pamphlet form by authority of the
President and the Board of Trustees of the Village of Oak Brook
on this the 12th day of November 2024

RESOLUTION NO. 2024 -ADMN-CMTE/COMM-PLCY-R-2248

AN RESOLUTION
APPROVING AND ADOPTING THE VILLAGE OF OAK BROOK BOARDS, COMMISSIONS,
AND COMMITTEES MANUAL

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

WHEREAS, the Village has in full force and effect a codified set of resolutions 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, the Title 2 (Boards and Commissions) of the Village Code establishes the creation of certain Boards, Commissions, and Committees for the Village of Oak Brook;

WHEREAS, the Village President and Board of Trustees (collectively the "Corporate Authorities") desire to formally adopt certain guidelines for members of said Boards, Commissions, and Committees for the purpose of maintaining consistent guidelines across the same; and

WHEREAS, the Village of Oak Brook Corporate Authorities are of the opinion that it is in the best interests of the Village of Oak Brook to adopt and approve the attached guidelines, as set forth herein.

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

Section One – Recitals

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

Section Two – Adoption of Policy Manual

The Corporate Authorities of the Village of Oak Brook hereby approves and adopts the Village of Oak Brook Boards, Commissions, & Committees Manual attached hereto and made a part hereof as Exhibit A.

Section Three – Direction

Upon approval, the Village Manager or designee, shall distribute a copy of the Manual, attached hereto, to the members of respective Boards, Commissions, & Committees.

Section Four – Effective Date

This resolution shall be in full force and effect from and after its passage, approval and publication as provided by law; inclusive of the cancellation of any future events already booked in conflict with the provisions herein.

Section Five - Publication

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

Section Six – Conflict Clause

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

Section Seven – Saving Clause

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

Section Eight – Recording

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

PASSED THIS 12th day of November 2024.

Ayes: _____

Nays: _____

Absent: _____

APPROVED THIS 12th day of November 2024.

LAURENCE E. HERMAN,
Village President

ATTEST:

NETASHA SCARPINITI,
Village Clerk

EXHIBIT A

[Manual]



Village of Oak Brook

Boards, Commissions, & Committees

Adoption Date:

Review Date:

Revision Date:

I. **Welcome:**

Thank you for considering volunteering your time and talent for the Village of Oak Brook. We know that you will find such a position both meaningful and rewarding. This manual is designed to assist you in your consideration by providing information about the Village and the role of Board, Commission, & Committee members.

Boards, Commissions, & Committees are established by ordinance, and play a vital role within the Village. Our Village Code specifies the composition and responsibilities of each body. Vacancies are filled with qualified candidates appointed by the Village President and confirmed by the Village Board.

Members of these Boards, Commissions, & Committees review matters either at the request of the Village Board or as assigned in the Village Code or State Statute, offering recommendations that assist the Village Board in its decision-making processes. Beyond their advisory role, members serve as community ambassadors, engaging with the public to inform and educate them about Village governance, their respective Board, Commission, or Committee, and ongoing Village initiatives.

For comprehensive details on the Village organization and the functions of its advisory bodies, including applicable procedures and legal guidelines, please refer to the accompanying materials at www.oak-brook.org/924/Get-Involved. Should you have any inquiries, please do not hesitate to reach out to the Village Manager's Office at (630) 368-5026.

II. **Description of Boards, Commissions, & Committees**

A. **Introduction:**

The complete Village Code for all Boards, Commissions, & Committees can be found online at the Village of Oak Brook website, under **Village Code**. Applicants can review past meeting videos or audio recordings are found at www.youtube.com/user/OAKBROOKTV to become familiar with the meeting formats and topics.

Planning & Zoning Commission: Oversees land use, development, and zoning regulations to ensure orderly growth and community planning.

Board of Fire & Police Commissioners: Responsible for hiring, promoting, and disciplining members of our fire and police departments.

Electrical Commission: Regulates electrical work, ensuring safety standards and compliance with electrical codes.

Library Commission: Manages and oversees public library services, policies, and development.

Hotel, Convention & Visitors Committee: Promotes tourism and supports events to boost the local economy via the hospitality sector.

Foreign Fire Insurance Tax Board: Administers funds collected from foreign fire insurance taxes for the benefit of our fire department.

Sports Core Advisory Committee: Advises on the management and development of Sports Core facilities and programs in the community.

Community Engagement Committee: Enhances community involvement, activities, and communication between residents and local government.

III. Board, Commission, & Committee Roles:

A. Introduction:

Boards, Commissions, & Committees function in an advisory capacity, providing recommendations to the elected Village Board of Trustees, which bears the responsibility for decision-making and policy-setting. Effective operation of Boards, Commissions, & Committees necessitates adherence to established procedures, including the utilization of formal agendas and the application of Robert's Rules of Order in the conduct of meetings. It is imperative to maintain a relationship of mutual respect among participants and to clearly understand and respect the distinct roles and responsibilities of each party involved.

B. Role and Responsibilities of Members:

The members' main responsibilities are to come prepared for meetings and make contributions towards Board, Commission, & Committee efforts. Member suggestions on new initiatives are encouraged, and members should be willing to perform associated legwork where appropriate. An effective member should endeavor to attend all meetings on time and notify the Chairperson and staff liaison in advance if they are expecting to be late or absent. Member attendance is critical because it ensures that good discussions, decisions, and recommendations as well as a variety of viewpoints are considered at meetings. It is also important to achieve a required quorum to conduct the formal meeting at its scheduled time.

Members may, on occasion, be approached by residents or other parties, even the media, to speak on behalf of the Village. Members should exercise care in these situations to avoid statements contrary to the general position of the Village and are advised to direct inquiries to elected officials and Village staff, as appropriate. Similarly, with requests for assistance (specific service requests), members should direct inquiries to Village staff, who are trained to handle resident issues or bring the issue to the appropriate Board, Commission, or Committee for discussion. Allowing staff to work directly with citizens reinforces that all are treated equally by the Village.

When representing the Village in your appointed capacity, please note:

1. Appointment to a Board, Commission, or Committee is an honor that brings both opportunity and responsibility.
2. The Village Manager and staff shall provide Board, Commission, & Committee members with objective information and will make informative and professional recommendations that are in the best interest of the entire community.
3. Boards, Commissions, & Committees shall provide recommendations that assist the Village Board in making decisions.
4. Members serve as ambassadors to the community by informing and educating the public regarding the purpose and process of Village government.
5. Members should accept feedback from the Village Board, Village staff, and the general public as a recommendation to the Village, not the individual. Whether the feedback is positive or negative it is to the Board, Commission, or Committee, not to the member, and should not be taken personally.
6. Members should be informed; do your homework and ask appropriate questions prior to and at the meeting.
7. Be accountable, attendance is important. Follow the standards as outlined in the attendance section of this document.
8. See the larger picture and be true to the mission of the Village and cause and contribute your ideas within that context.
9. Be respectful and welcoming to those coming before you. Boards, Commissions, & Committees are the face of the Village and quality customer service is critical to the entire organization.
10. Accept Board, Commission, & Committee consensus, even those decisions with which you may not personally agree.
11. Remember that in many cases, the Boards, Commissions, & Committees are recommending bodies and must accept the outcome of the final decision as made by the Village Board. Understand that the Village Board may have greater context or project interrelatedness in mind that may result in a different outcome than the Board, Commission, & Committee recommendation.

C. Role of Chairperson:

The chairperson is appointed by the Village President and has several main responsibilities including presiding over the Board, Commission, or Committee, setting the agenda, and conducting its business in an orderly fashion during meetings. The chairperson develops the agenda with the staff liaison prior to each meeting, and together with Village staff make sure the agenda is posted at least 48 hours ahead of the meeting time, as further described below, ensuring that business is properly conducted, periodically reviewing the charter with members to verify that the outlined goals are being met, assigning subcommittees where applicable, and calling special meetings with the assistance of Village staff as necessary.

Scope of Authority: A board chairperson typically has broader oversight and strategic responsibilities, while a committee chair focuses on specific tasks or projects, and a commission chair has regulatory or advisory authority in specialized areas. They facilitate discussions, ensuring all voices are heard and guiding decision-making processes.

Board Chairperson

Leads the board, setting agendas and ensuring meetings run smoothly. Ensures that the board's decisions are implemented, and that the organization adheres to its policies and strategic goals.

Committee Chairperson

Organizes and coordinates the activities of the committee, including setting meeting agendas, provides direction and keeps the committee focused on its objectives and often has a more hands-on role in making specific recommendations and decisions related to the committee's focus area.

Commission Chairperson

Leads a body that often has regulatory or advisory authority in specific areas. Oversees the implementation of policies or regulations within the commission's purview.

D. Village Trustee Liaison:

The Village Trustee liaison's main role is to be an observer and serve as a link to the Village. Trustee liaisons are non-voting members and are not expected to steer the conversation at the meetings because the Board, Commission, or Committee should serve independently in their recommendations. As the Village Board's representative, the Trustee liaison provides information with regards to the Village Board and clarifies the Village Board's position on particular issues, when necessary. Trustee liaisons

should also update members with information on programs/activities/legislation of interest garnered through various resources.

E. Staff Liaison:

Staff liaisons are Village of Oak Brook employees who usually have significant staff responsibilities that relate to the same work area of the Board, Commission, or Committee to which they have been assigned. The relationship between the Board, Commission, Committee, and the staff liaison is a strategic partnership with all parties working together. Neither party directs the actions of the other. Village staff serve as a resource to answer questions, provide options, analyze impacts, clarify Village policy, and generally keep members current on the progress of Village services. Village staff report to the Village Manager through their respective department heads, while Boards, Commissions, and Committees, report to the Village Board of Trustees. Staff liaisons will also work with the chair to develop the agenda and packet information.

IV. Additional Board, Commission, & Committee Information:

A. Attendance:

Members are expected to demonstrate a high level of commitment to the goals and objectives of the Board, Committee, or Commission. This includes actively participating in meetings, engaging in discussions, contributing expertise, and fulfilling assigned tasks and responsibilities within agreed timelines. Regular attendance at meetings is crucial to the effectiveness of the Board, Committee, or Commission. Members are expected to prioritize attendance and notify the chairperson and staff liaison in advance if unable to attend a scheduled meeting. **Members are expected to attend at least 80% of scheduled meetings.** Excessive absences and tardiness may impact the member's continued participation on the Board, Committee, or Commission through either lack of reappointment or removal from the Board, Committee, or Commission, even during the designated appointment term.

B. Oath of Office:

Members are not considered full voting members until their Oath of Office has been completed and filed with the Village Clerk. A new Oath of Office is required after each appointment or reappointment.

C. Open Meeting Acts Training:

The Open Meetings Act (OMA) is a state law requiring that public body meetings be open to the public except in certain specific, limited situations. Any person who becomes an appointed member must complete electronic OMA training no later than

the 90th day after taking the Oath of Office. OMA training must be completed with each reappointment. Additional OMA information is provided in the appendix of this document.

D. Public Records:

All documents, correspondence (including emails, texts, notes, etc.) generated for the purpose of the Board, Committee, or Commission business are likely to be considered public records and would need to be turned over upon request. Appointees are reminded that any official communication is subject to this disclosure.

E. Statement of Economic Interest Filing:

The Governmental Ethics Act requires elected officials, certain employees and members of certain Boards, Commissions, & Committees file annual statements of economic interest. Members of the Police Pension Fund Board, Firefighters Pension Fund Board, Planning and Zoning Commission, Board of Fire and Police Commissioners will be required to file annually. Additional information on the Statement of Economic Interest filing can be found at: https://www.dupagecounty.gov/elected_officials/county_clerk/economic_interests/

F. Annual Budget:

An annual budgeted amount is allocated towards activities or programs of various Boards, Commissions, and Committees. The Village fiscal year runs January 1st through December 31st. Around September of each year, the Village Manager's office will direct Staff liaisons to work with their Boards, Commissions, or Committees to submit their budget requests through the Village Manager's Office. Appointed members of these bodies are advised to work with their respective Staff liaison for any budgetary request that they may have. Any proposals should be specific and detailed so that the Village Board can identify the specific need, proposed costs, and expected benefits of any proposed expenditure. The Village Board of Trustees will then consider the proposed requests as part of the Village budget approval process.

G. Purchasing:

Except for the Foreign Fire Tax Insurance Board, any request for funds to be dispersed requires Village Board approval. The Village Manager's Office and Finance Department work closely with Staff liaison to each Board, Committee, or Commission to ensure proper accounting procedures and practices are followed to reflect compliance with Village and state regulations and ethics guidelines. Whenever possible the Village should make direct purchases of supplies and services but may reimburse members for pre-approved purchases made on behalf of the Village. The

Village has a designated form for such reimbursements. Every disbursement should be budgeted

H. Fundraising:

Some Boards, Commissions, or Committees work call for fundraising efforts, and those funds may then be utilized for events coordinated by that Board, Committee, or Commission. Money raised on behalf of the Village of Oak Brook will be held by the Village as part of, and in accordance with, best practices of the Village's Finance Department. Boards, Commissions, & Committees are part of the Village of Oak Brook and do not hold separate bank accounts.

I. Minutes and Recording:

Minutes of each meeting are required (additional information on minutes is provided below under the Open Meetings Act appendix). Meeting minutes are to be approved at a subsequent meeting and are made public on the Village website. Further, the Village Board has provided direction that all meetings be video and/or audio recorded, and those recordings may be made publicly available on the Village website. Once created, the minutes and recordings are public records and must be saved in a way that the Village Freedom of Information Act (FOIA) Officer(s) can access them in case of a FOIA request.

J. Identification Card:

Upon appointment to a Board, Commission, or Committee the Village Clerk will send a notification confirming said appointment. It will also advise them how to obtain an identification card. The identification card will include a photo of the member, the name of the member, the Board, Committee, or Commission name, and expiration date of member's term. In no case shall any other form of identification be provided to a member of any Board, Commission, or Committee.

K. Reappointment:

Board, Commission, & Committee members will be notified in writing by the Village Manager's Office prior to their term expiring. If a member would like to be considered for reappointment, they shall submit the request in writing to the Village Manager's Office. Reappointment is not automatic, but rather must be recommended by the Village President and confirmed by the Trustees.

L. Residency Status:

Residency in the Village of Oak Brook is a requirement for all Board, Commission, or Committee Members. If a member's residency status changes, they should notify their Staff liaison who will review the eligibility guidelines.

M. Resignations:

If for some reason a member is unable to complete their term, it is extremely important for them to inform the Chairperson and the Staff liaison. A letter of resignation shall be submitted to the Village President reflecting the effective date of resignation. Members should also return the identification card or any other Village items to their Staff liaison.

N. Vacancy:

When a seat is vacant and a new member is appointed to fill the vacancy, the term of service and expiration of the term remains the same as the original appointment (i.e. the expiration and length of term stays static). Any replacement appointment shall be designated only to fulfill the balance of the existing term.

V. Meetings and Agendas:

A. Meeting Types:

1. Regular Meetings

Boards, Commissions, & Committees hold regular meetings to conduct business – receive reports, discuss and deliberate on times and take actions such as voting to forward recommendations to the Board of Trustees. The schedule for these meetings is set annually in conjunction with the Board, Commission, & Committee’s Staff liaison.

2. Special Meetings

The Chairperson or a majority of a Board, Commission, or Committee may call a Special Meeting, which requires coordination with the Staff liaison and Village Manager’s Office. An agenda must be posted at least 48 hours prior to the special meeting. The agenda must list that this is a Special Meeting of the Board, Commission, or Committee.

3. Rescheduled Meetings

A Rescheduled Meeting requires an agenda to be posted at least 48 hours before the meeting. The agenda should note that this is a Rescheduled Meeting of the Board, Commission, or Committee.

4. Emergency Meeting

Notice of an Emergency Meeting must be given as soon as practicable, but in any event prior to the holding of the meeting. If a Board, Commission, or

Committee believes they had a reason for an Emergency Meeting, they contact their Staff liaison or the Village Manager's Office.

B. Meeting Agenda:

An agenda is a list of items to be acted upon or discussed during a meeting. An agenda must set forth the general subject matter of any items that will be the subject of final action at the meeting. This does not preclude consideration of matters not specifically on the agenda, but a Board, Commission, or Committee may not vote on a matter that is not on the agenda. Items listed on the agenda must be clear enough to provide notice to the public on the matter. For instance, an agenda item listing "all other matters pertaining to the function of the Board, Commission, or Committee" would be considered too vague and would not provide enough information to the public to understand what is being considered by the Board, Commission, or Committee.

It is important to note that at a special meeting or emergency meeting, unlike a regular meeting, a Board, Commission, or Committee cannot discuss items that did not appear on the agenda. Only topics specifically listed on a special or emergency meeting agenda may be discussed.

C. Business Conducted at Meetings:

All meetings are conducted in accordance with Robert's Rules of Order or set designated rules adopted by the Board of Trustees to enable the Board, Commission, or Committee to determine the will of the members in a fair and equitable manner. However, failure to follow Robert's Rules of Order in any instance does not invalidate any action taken.

The meetings are called to order by the Chairperson, or Vice Chairperson in the absence of the Chairperson. If neither are in attendance, the Board, Commission, or Committee votes to select a Chairperson Pro Tempore to conduct the meeting. The Secretary calls the roll to determine the presence of a quorum, and the Chairperson announces the agenda items for discussion or action.

All official actions of the Board, Commission, or Committee take place in meetings. For an action to take place typically a motion should be made at a meeting, a second is typically required and a vote taken. The item should be on the agenda, but the agenda can be amended. If a member or staff liaison is going to make a purchase, or conduct business on behalf of the Board, Commission, or Committee, the action should be approved at the meeting with reasonable guidance to proceed to conduct business between meetings. With some of the Boards, Commissions, or Committees taking on

larger projects, it is important that the activities be tied back to an approved action taken at a meeting. Without this, if something goes awry, the Village may not be able to reimburse the member, or worse, protect them for legal action if they acted without authority.

Several things may happen with regard to each agenda item:

- The item may be removed from the agenda;
- The Board, Commission, or Committee may discuss the matter without taking any action;
- The Board, Commission, or Committee may table the matter to a future meeting;
- The Board, Commission, or Committee may refer the matter to staff for consideration and a subsequent report to the Board, Commission, or Committee;
- The Board, Commission, or Committee may vote in support of a motion or in opposition to the motion on the matter.

D. Public Comment:

Pursuant to the Illinois Open Meetings Act, any person must be permitted an opportunity to address a public body under the rules established by the public body. That person need not be a resident of the Village of Oak Brook. The Village Code of Ordinances established public comment rules as follows:

- Persons may sign in before the start of the meeting or identify themselves/state their name during public comment. Members of the public are not required to disclose their home address as a condition of speaking.
- Speakers shall speak their position on the issue and provide any supporting documentation. The speaker shall refrain from engaging in debates, directing threats, or personal attacks on members, staff or other speakers.
- Public comments, unless extended for a time certain by a majority of the members present, shall be limited to no more than three (3) minutes.

VI. Oak Brook Ethical Guidelines:

A. Introduction:

The proper operation of democratic government requires that members of a Board, Commission & Committee be independent, impartial and responsible to the “Village of Oak Brook,” the sole purpose of which is to serve and protect the common well-

being and good of the Village of Oak Brook. Accordingly, it is imperative that decisions of the Village and its policies be made in proper channels of the Village; that members do not interfere in the management of the Village or duties assigned to staff by the Village Board and/or Village Manager; that Village appointments not be used for personal, financial or political gain, or to advance the interest of family, relatives, or friends; and that the public have confidence in the integrity of government, that no Board, Commission, or Committee member shall use the power of prestige for their own direct or indirect private financial gain.

B. Purpose:

The purpose of these guidelines is to establish ethical standards of conduct for all Board, Commission & Committee members, setting forth those actions that are incompatible with the best interests of the Village and its residents and by requiring disclosure by Board, Commission & Committee members of private, financial and/or other interests in matters affecting the Village. These guidelines are founded upon the principle that there should be no favoritism or appearance of favoritism. No citizen of the Village or other should receive any benefit from Village actions beyond that which is available to any other citizen or party because of their relation to any Board, Commission, or Committee member. In recognition of these goals, the guidelines within this section shall be adhered to by all Board, Commission, & Committee members.

C. Representation:

Board, Commission, & Committee members should not represent themselves as an agent of the Village or represent statements as Village policy to residents, businesses, vendors, visitors, or any other outside party within the general public. Board, Commission, & Committee members should not make use of Village letterhead or the Village logo unless approved by the Village.

D. Conflicts of Interest:

Any financial or other personal interest that would affect the independence of judgment of an elected officer or employee shall be publicly disclosed. Additionally, any Board, Commission, & Committee member with a financial or personal interest in a proposed legislative action shall disclose on the record of the Board the nature and extent of such interest and further recuse themselves from the discussions, deliberations, and voting on that matter. If any Board, Commission, or Committee members have questions or concerns regarding potential conflicts of interest they should reach out to their Staff liaison for assistance.

E. Rewards and Gifts:

Members of a Village Board, Commission, or Committee shall be prohibited from receiving any monetary rewards or other gifts relating to services provided as a Village representative including any discounts, promotions, services unless said gift, discount, promotion, service or product is provided without discrimination to the general public. Notice shall be made to the respective Chairperson and Staff liaison upon any offer or delivery of a gift or reward.

F. Confidentiality:

Members of a Village Board, Commission, or Committee should not disclose or use for his or her personal benefit, or for the benefit of another, any information acquired in the course of official duties, which is not available as a matter of public knowledge or public record.

VII. Appendix

- A. Brief Guide to the Illinois Open Meetings Act**
- B. Robert's Rules of Order Summary**
- C. Village of Oak Brook Social Media Policy**

A. Brief Guide to the Illinois Open Meetings Act:

The Illinois Open Meetings Act (OMA) was created in 1957 with the purpose of promoting free and open communication between government and citizens. The OMA, along with the Freedom of Information Act, determines what types of information citizens have access to and by what method. These laws put emphasis on open communication and access to information with few exceptions made. Please find below information intended to act as a basic guide for open meetings. Additional information may be found at the Illinois Attorney General's website or on consultation with the Village Clerk.

The OMA applies to public bodies. This includes "all legislative, executive, administrative or advisory bodies of the state, counties, townships, cities, villages, incorporated towns, school districts and other municipal corporates, boards, bureaus, committees or commissions of this state..." This also includes Board, Commissions, Committees, and sub-committees.

1. A "meeting" as subject to OMA is "any gathering of a majority of a quorum of members of a public body held for the purpose of discussing public business."
 - This means if a public body has seven members, three would constitute a majority of a quorum of that body (four is the quorum; three is the majority of a quorum).
 - The act is not intended to apply to chance meetings/social gatherings as these do not include the discussion of public business. However, if a deliberation of public matters were to begin at a chance meeting/social gathering, this would become a public meeting.
 - This act also applies to telephone conversations, online conversations or chats and email correspondence between members.
2. The OMA requires notification be given for all meetings. This includes a yearly schedule of all regularly held meetings and the posting of an agenda at least 48 hours in advance through the Village Clerk's Office.
3. Minutes must be kept for all meetings and should include: date, time and location of meeting; members present or absent; and a summary of the discussion. The minutes are to be available for public inspection seven days after the approval of the minutes.
4. For certain topics, meetings may be closed. These include discussions of employment/appointment matters, legal matters, land acquisition, security/criminal matters and a few miscellaneous exceptions. Most commissions oversee topics that would not meet the closed meeting exemptions listed in OMA. In the event a commission moves into closed session they must:
 - Vote in open meeting to go into closed session
 - No votes may be taken in closed meetings

- A verbatim recording should be made of closed meetings. These recordings are to be kept confidential unless a question arises as to whether a meeting violated the OMA.
5. All new Board, Committee and Commission members must pass the online OMA training module available at the Illinois Attorney General's website within 90 days of taking the oath of office.

Quorum Determination:

A quorum is a majority (half + 1) of the entire commission membership seats, not just those members present or those seats that are currently appointed. When a quorum is not present for a scheduled meeting, the Board, Commission, or Committee cannot take any official actions. Once it is determined that a quorum is not present, the Chairperson shall orally announce that the meeting is cancelled due to lack of quorum. In lieu of minutes, the secretary will note in some manner for the public's reference that the meeting was cancelled due to lack of quorum.

Board/Commission/Committee	Number of Voting Members	Quorum	**Majority of A Quorum
Planning & Zoning Commission	9	5	3
Board of Fire & Police Commissioners	3	2	2
Electrical Commission	6	4	3
Library Commission	7	4	3
Hotel, Convention & Visitors Committee	11	6	4
Foreign Fire Insurance Tax Board	14	8	5
Sports Core Advisory Committee	7	4	3
Community Engagement Committee	9	5	3

*Number of public members does not include student, ex-officio, non-voting and advisory members towards overall quorum.

**Any deliberation of public matters by this number or more Board, Commission, or Committee members, outside of scheduled/notice public meeting, is a violation of the Open Meetings Act.

B. Roberts Rules of Order Summary:

Robert's Rules of Order is a widely used manual of parliamentary procedure that provides guidelines for conducting meetings and making decisions as a group. The primary goal is to ensure that meetings are orderly, efficient, and democratic. Here are the key principles and elements of Robert's Rules:

Key Principles:

1. **Order and Efficiency:** Meetings should be conducted in an orderly manner to ensure that all participants have a fair chance to contribute.
2. **Majority Rule:** The decision of the majority should prevail while protecting the rights of the minority.
3. **Equality:** All members have equal rights, privileges, and obligations.
4. **Justice:** Decisions should be made impartially and equitably.

Key Elements:

1. **Quorum:** The minimum number of members required to be present for the meeting to conduct official business.
2. **Motions:** Proposals put forward for debate and decision. Types include main motions, subsidiary motions (to modify or delay action on a main motion), and privileged motions (urgent matters unrelated to current business).
3. **Main Motion:** Introduces new business.
4. **Subsidiary Motion:** Modifies or affects how a main motion is handled (e.g., amend, table).
5. **Privileged Motion:** Urgent issues that need immediate attention (e.g., adjourn).
6. **Debate:** Structured discussion on motions where members have the right to speak in turn, typically limited in time and frequency to ensure everyone has a chance to contribute.
7. **Voting:** Different methods for reaching a decision, including voice vote, roll call vote, and secret ballot.
8. **Minutes:** Official record of what was discussed and decided at the meeting.

Steps for Handling a Motion:

1. **Introduce:** A member makes a motion.
2. **Second:** Another member seconds the motion to show that at least one other person is interested in considering it.
3. **Debate:** The motion is debated by the members.
4. **Amend:** The motion can be amended if necessary.
5. **Vote:** The chair calls for a vote on the motion (and any amendments).
6. **Announce:** The result of the vote is announced.

Roles in a Meeting:

1. **Chairperson:** Presides over the meeting, ensuring rules are followed and facilitating the discussion.
2. **Secretary:** Keeps the minutes and records of the meeting.

3. **Members:** Participate in discussions, make motions, and vote.

Summary

Robert's Rules of Order helps groups conduct their business efficiently while ensuring fairness and full participation. It's commonly used in a variety of organizations, including local governments, non-profits, and corporate boards.

C. Social Media Policy:

Definition:

Social media refers to digital platforms and applications that enable users to create, share, and interact with content and each other. It includes a wide range of online services that facilitate communication, networking, and content sharing in various forms such as text, images, videos, and audio.

A. General Rules and Guidelines

The following rules and guidelines apply to the use of social media, whether such use is for the Village-on-Village time, for personal use during nonworking time, outside the workplace or during working time while using Village owned equipment. (Using Village equipment to access social media sites for personal use is also governed by the Communications Systems/Email Policy. Members should also refer to this policy before accessing such sites via the Village's equipment). These rules and guidelines apply to all members.

1. Members are prohibited from discussing the Village's confidential information through the use of social media. Confidential information includes members home addresses and other personal medical information, marketing lists, customer account information, strategic business plans, customer lists, financial information of customers, and other proprietary and non-public Village information.
2. Members cannot use social media to harass, threaten, libel or slander, malign, defame, or discriminate against co-workers, supervisors, appointed or elected officials, customers, residents, vendors or suppliers, reporters, any organizations associated or doing business with The Village, or any members of the public, including website visitors who post comments. The Village of Oak Brook's anti-harassment and EEO policies apply to use of social media in the workplace.

3. The Village trusts and expects members to exercise personal responsibility whenever they use social media, which includes not violating the trust of those with whom they are engaging. Members should never use social media for covert advocacy, marketing or public relations. If and when members use social media to communicate on behalf of the Village, they should clearly identify themselves as members.
4. This policy is not intended, nor shall it be applied, to restrict members from discussing their wages, hours and working conditions with co-workers, or violate any state or federally protected rights.

B. Village of Oak Brook-Sponsored Social Media

Village of Oak Brook-sponsored social media is used to: inform residents about services, events, and emergencies, gather feedback, engage with the community, raise awareness, address news, and discuss activities across various departments. All such Village-related social media is subject to the following rules and guidelines, in addition to rules and guidelines set forth above:

1. Only members designated and authorized by the Village may prepare content for, or delete, edit, or otherwise modify content on Village of Oak Brook-sponsored social media sites. Village-sponsored social media accounts are owned by the Village. Any members who create such accounts or are provided access to such accounts do not obtain ownership rights to such accounts or any content contained in them. Members who create or are provided access to Village-sponsored social media accounts must provide the Village with all passwords and/or log-in information to such accounts immediately upon the Village's request and must transfer "manager" or "owner" status (as defined by the particular social media site) upon request.
2. Designated members are responsible for ensuring that the Village-sponsored social media conform to all applicable Village rules and guidelines. These members are authorized to remove immediately and without advance warning any content, including offensive content such as pornography, obscenities, profanity, and/or material that violates Village's EEO and/or anti-harassment policies.
3. members who want to post comments in response to content must always identify themselves as an member of the Village.

C. Personal Use of Social Media

The following rules and guidelines-in addition to the rules and guidelines set forth in Section A above-apply to member use of social media on the member's personal time.

1. Members should abide by the Village of Oak Brook's Electronic Communication and Email Policy concerning personal use of the Village's computer and related equipment.
2. Members who utilize social media and choose to identify themselves as a member of the Village of Oak Brook are strongly encouraged to state explicitly, clearly, and in a prominent place on the site that their views are their own and not those of the Village of Oak Brook, Oak Brook official, or of any person or organization affiliated or doing business with the Village of Oak Brook. Those with leadership responsibilities, by virtue of their position, must consider whether personal thoughts they publish, even in clearly personal venues, may be misunderstood as expressing Village of Oak Brook positions.

Members should respect all copyright and other intellectual property laws. For the Village's protection, as well as your own, it is critical that you show proper respect for all the laws governing copyright, fair use of copyrighted material owned by others, trademarks, and other intellectual property, including Employer's own copyrights, trademarks, and brands.

3. Members cannot advertise, promote, or sell Village products or services through social media, unless authorized in writing from either the Assistant Village Manager or Village Manager.

D. Village of Oak Brook Monitoring

The Village reserves the right to monitor members' use of social media including, but not limited to statements/comments posted on the Internet, in blogs and other types of openly accessible forums, diaries, and personal and business discussion forums.

Members should have no expectation of privacy while using Village equipment and facilities for any purpose, including the use of social media. The Village reserves the right to monitor, review, and block content that violates the Village's rules and guidelines.

E. Violations

The Village will investigate and respond to all reported violations of the Village's rules and guidelines, and related policies. Members are strongly encouraged to report any violations to Human Resources within 24 hours. Violations of this

policy will result in disciplinary action, up to and including termination of employment.

F. Review and Amendments:

This policy will be reviewed and updated as necessary to ensure it remains relevant and effective. Members will be informed of any changes and are required to acknowledge understanding and acceptance of the updated policy.

Summary:

These guidelines promote ethical conduct, accountability, effectiveness, transparency, and member guidance. They serve as a framework for roles, responsibilities, ethical standards adherence, effective collaboration, informed decision-making, and goal achievement. Clear expectations and a positive environment enhance integrity, credibility, and impact within committees and commissions.

Members are expected to demonstrate a high level of commitment to the goals and objectives of the Board, Commission, or Committee. This includes actively participating in meetings, engaging in discussions, contributing expertise, and fulfilling assigned tasks and responsibilities within agreed timelines.

Regular attendance at meetings is crucial to the effectiveness of the committee/commission. Members are expected to prioritize attendance and notify the chair and staff liaison in advance if unable to attend a scheduled meeting. **Members must attend at least 80% of scheduled meetings.**

Excessive absences and/or tardiness may impact the member's continued participation on the Board, Commission, or Committee through either lack of reappointment or removal from their designated appointment term.

Acknowledgment:

I have read and understand the policy for members of a Board, Commission, or Committee. I agree to adhere to the guidelines and principles outlined in the attached policy.

Name: _____

Date: _____

Signature: _____



ITEM 9.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
November 12, 2024

SUBJECT: RESOLUTION R-2249, Resolution Authorizing the Purchase of an Ambulance

FROM: Kevin Fleege, Fire Chief

BUDGET SOURCE/BUDGET IMPACT: Vehicle Replacement Fund, 342-90200, \$419,596 to be budgeted in FY 2026. This item will be incorporated into the FY 2026 budget; however, since it is a specialty ordered item that takes over a year to receive, we request the Board authorize a promissory note for its purchase.

RECOMMENDED MOTION: I move that the Village Board approve RESOLUTION R-2249, a resolution approving the waiver of further competitive bidding since the Suburban Purchasing Cooperative (SPC) already conducted the bid process, and issue a purchase order to Foster Coach Sales, Inc. for one, 2025 Ford F550 4X4 Custom Horton Conversion Ambulance in the amount of \$419,596.00.

Background/History:

The Fire Department currently maintains three (3) ambulances; two (2) front-line units (in-service ready to respond daily) and one (1) in ready-reserve. Within the last year, the Fire Department implemented a front-line vehicle rotation plan. This plan is supported by Public Works and allows all vehicles to be rotated monthly through front-line service, evening out wear, and allowing the vehicles to be “exercised”, not allowing them to sit “idle” for long periods of time. The ready-reserve ambulance is placed in service whenever a front-line ambulance is taken out of service, for reasons such as, but not limited to routine maintenance, unpredicted breakdown, or necessary repair. Additionally, when available the reserve ambulance can be used for special events or circumstances requiring its staffing and utilization during periods of high call volume.

As a member of the Suburban Purchasing Cooperative, they have successfully awarded a bid to Foster Coach Sales, Inc. for a 2025 Ford F550 4X4 Custom Horton Conversion Ambulance for a unit price of \$419,596.00. The 2026 Vehicle Replacement account provides adequate funding, allowing the outright purchase of the ambulance.

Despite the recommendation to waive competitive bidding, the fire department sought out competitive quotes from vendors capable of building ambulances similar to that specified by Horton. Following that process, Horton ambulance remained the lowest quoted price by not less than \$8,664.00. The quotes from the additional vendors are listed below:

Vendor	Price
Horton Ambulance	\$419,596.00
Osage	\$428,260.00
Road Rescue	\$483,000.00

In an effort to control maintenance costs and maintain a reliable fleet of ambulances, a defined Fire Department vehicle capital improvement program provides for the replacement of the oldest ambulance following ten years of service. This approach has been supported by the Village Manager, the Finance Director, and Public Works. Deferring the timeliness of these purchases can affect ongoing maintenance costs and serviceability of the existing fleet. Ambulance replacements are further complicated by supply chain issues and build times expected to be 2.5 to 3 years from the time of order.

The age of our oldest ambulance, a 2015 Horton/International Terrastar, will be 11 to 12 years old by the time the new unit is delivered. The 2015 Horton ambulance currently has over 55,000 miles and over 4,900 engine hours. Industry standard suggests using a calculation of 35 miles per engine hour for interpreting the wear on an engine. That translates to an additional 171,500 miles of wear and tear placed on the existing engine. Since the vehicle remains in service, mileage and engine hours will continue to climb until removed from service upon delivery of the newly requested unit.

The selected manufacturer, Horton Emergency Vehicles out of Columbus, Ohio, is a leader in the industry with nearly 50 years of experience. Horton provides the most comprehensive safety and technological systems in the industry. Horton has built Oak Brook's last six ambulances which have provided the Village consistent and reliable service for over the last twenty years. This purchase also includes an 8-yr, 200K Mile, 8K Hour, Premium Chassis Warranty with a \$200 deductible, advocated by Public Works staff.

An internal committee has worked closely with the manufacturer in preparing and approving the specifications of the vehicle. These specifications incorporate all of the latest available safety features and ergonomics in a customized configuration designed to minimize personal injury while providing a safer and more comfortable ride for the patient. The new design includes, but is not limited to 4-wheel drive, an air bag restraint system, improved visibility, efficient LED lighting, stretcher lift system, back up camera, and carbon monoxide detection.

The 2015 ambulance that this new vehicle replaces will be identified as surplus upon delivery of this unit. Following the new ambulance being placed into service, which, if approved, would arrive in 2.5 to 3 years, a current estimate of \$4,000-5,000 may be realized for trading in the over 10-year old ambulance following delivery.

Recommendation:

Staff recommends the approval of Resolution R-2249 authorizing the purchase of one (1) 2025 Ford F550 4X4 Custom Horton Conversion Ambulance with delivery expected in 2.5 to 3 years.

Attachments:

1. Resolution NUMBER R-2249
2. 2025 Horton Quote
3. Oak Brook Fire-Osage Quote
4. Oak Brook Road Rescue UM Proposal Letter

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

RESOLUTION
NUMBER 2024-FD-PO-AMB-R-2249

A RESOLUTION
APPROVING AND AUTHORIZING STAFF TO ISSUE A
PURCHASE ORDER TO FOSTER COACH SALES, INC. FOR
ONE 2025 FORD F550 4X4 CUSTOM HORTON CONVERSION
AMBULANCE

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

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

Village Board

Published in pamphlet form by authority of the
President and the Board of Trustees of the Village of Oak Brook
on this the 12th day of November 2024

RESOLUTION NO. R-2249

A RESOLUTION
APPROVING AND AUTHORIZING STAFF TO ISSUE A PURCHASE ORDER TO FOSTER
COACH SALES, INC. FOR ONE 2025 FORD F550 4X4 CUSTOM HORTON CONVERSION
AMBULANCE

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

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

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

WHEREAS, the Oak Brook Fire Department currently maintains three (3) ambulances; two (2) front-line units, in-service ready to respond daily and one (1) in ready-reserve. Within the last year, the Fire Department implemented a front-line vehicle rotation plan, with the expected need to replace the existing 2015 ambulance within the next 2-3 years;

WHEREAS, Suburban Purchasing Cooperative, through a formal competitive bidding process, awarded the low bid to Foster Coach Sales, Inc. ("Company") for a 2025 Ford F550 4X4 Custom Horton Conversion Ambulance (the "Ambulance") for a unit price of \$419,596.00;

WHEREAS, Staff recommends approval by the Corporate Authorities to issue the Purchase Order, attached hereto and incorporated herein as Exhibit A, to purchase the Ambulance from Company, with an expected delivery of approximately 3 years; and

WHEREAS, Village President and the Board of Trustees have determined that it is in the best interest of the Village to approve the purchase provided herein, all in accordance with the Purchase Order.

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 the Purchase Order, substantially in the form of such attached hereto as Exhibit A.

Section Four - Other Actions Authorized

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

Section Five - Authorization of Expenditures

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

Section Six – Waiver of Bidding Process

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

Section Seven - Acts of Village Officials

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

Section Eight – Effective Date

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

Section Nine - Publication

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

Section ten – Conflict Clause

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

Section Eleven – Saving Clause

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

Section Twelve – Recording

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

PASSED THIS 12th day of November 2024.

Ayes: _____

Nays: _____

Absent: _____

APPROVED THIS 12th day of November 2024.

LAURENCE E. HERMAN,
Village President

ATTEST:

NETASHA SCARPINITI,
Village Clerk

EXHIBIT A

[Purchase Order]

FOSTER COACH SALES, INC.

903 Prosperity Drive Street P.O. Box 700
Sterling, Illinois 61081

Phone: (815) 625-3276
(800) 369-4215
Fax: (815) 625-7222
Web site: www.fostercoach.com

PF01224

QUOTATION

TO: OAKBROOK FIRE DEPARTMENT
1200 OAK BROOK RD
OAKBROOK, IL 60523

DATE: 09/27/24

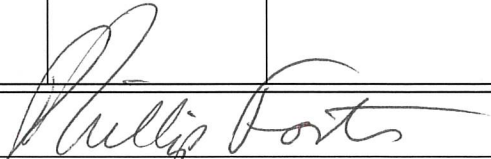
ATTN: KEVIN FLEEGE

REFERENCE: NEW AMBULANCE

We are pleased to submit the following quotation in accordance with your request and subject to the Terms and Conditions listed below and on the reverse side hereof.

QTY.	DESCRIPTION	EACH	NET PRICE
1	2025 FORD F550 4X4 GAS CHASSIS ON A CUSTOM HORTON CONVERSION PER CUSTOMER SPECIFICATIONS	\$ 419,596.00	\$ 419,596.00
		\$ Total	\$ 419,596.00
ACCEPTED BY: _____			
TITLE: _____ Date: _____			

ESTIMATED DELIVERY:
2.5-3+ YEARS DEPENDING ON CHASSIS/BACKLOG

PROPOSED BY: 
P.J. FOSTER, VICE PRESIDENT OF SALES



DEALER ITEM LIST: OAK BROOK FIRE DEPARTMENT

STATE CONTRACT PRICING

LETTERING AND STRIPING

PURCHASE AND INSTALL (2) DIAL TYPE FLOWTEC FLOWMETER

8YR, 200K MILES, 8K HOURS, PREMIUM EXT CHASSIS WARRANTY WITH \$200 DEDUCTIBLE

INSPECTION TRIP FOR 3 PEOPLE

INSTALL (1) CUSTOMER SUPPLIED POWER LOAD SYSTEM

INSTALL RETENTION BAR IN BACKBOARD COMPARTMENT

INSTALL CUSTOMER SUPPLIED MDC DOC

INSTALL CUSTOMER SUPPLIED (2) RADIOS

INSTALL CUSTOMER SUPPLIED SIERRA WIRELESS

INSTALL CUSTOMER SUPPLIED SIGTRONICS

ORDER SUMMARY

SUBTOTAL OF OPTIONS: \$ \$135,930

(+) BASE PRICE: \$ \$292,330

TOTAL UNIT PRICE: \$ \$428,260

DELIVERY DATE:

Osage believes the proposed design (identified above with an *) could increase the chance of injury to passengers, and recommends the following:

_____ There would be no additional cost for this change.

_____ The additional charge for this change would be _____

_____ Dealer directs that Osage modify the design as recommended.

_____ Dealer acknowledges the above recommendation, and directs Osage to proceed with the original design.

This recommendation was reviewed with the purchaser, _____

of _____ Date _____

Endows Responsibility for Full Payment for Unit#
within Three (3) Days of Completion.

TERMS ARE F.O.B. LINN, MO

OSAGE AMBULANCE WILL NOT BE RESPONSIBLE FOR THE
PERFORMANCE OF CUSTOMER SUPPLIED OR SPECIFIED PRODUCT.

THIS ORDER IS NOT BINDING UNTIL SIGNED BY BOTH AN OSAGE
DEALER, AND/ OR AN AUTHORIZED REPRESENTATIVE FOR AN OSAGE
DEALER, AND AN AUTHORIZED REPRESENTATIVE FOR OSAGE
AMBULANCE.

Signature of Osage Dealer or Authorized Agent

Date Signed

Signature of Authorized Representative of Osage Ambulance

Date Signed



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

July 12, 2024

Mr. Kornfeind

Thank you for allowing us the opportunity to work with you on this project. I have quoted you a Road Rescue UltraMedic on a Ford F550 4x4 Gas chassis. The unit will be equipped with additional features listed in Exhibit A. The chassis model year may change depending on the timeframe of your decision and the manufacturer's (Ford) build schedule. Please pay special attention to the times and disclosures that are included with this proposal.

Here are the proposed estimates that you requested. Proposal expires on August 14, 2024.

Ambulance – Road Rescue -- BUDGETARY

2026 Ford F550 4x4 Gas RR per attached specs	\$483,000*
--	------------

Please review the attached build orders to ensure that all needs were met.

* Due to the uncertainty within Ford manufacturing, we will honor the price of this bid, although any changes to Ford GPC concessions applied to this quotation or change to model year availability by Ford cannot be the responsibility of the seller. Proof of Ford concession changes, if applicable will be provided, for the purchaser to validate. Purchaser will be responsible for the OEM cost changes after the date of this proposal.

* Components and Vendor Supplied Items included in the contract price (Stretchers, Equipment Mounts, etc.) are subject to inflationary price increases unless prepaid by the customer. See Exhibit A and B.

Terms: Zero down FOB Winter Park, FL. Payment by wire transfer or corporate check at delivery.

Delivery timetable: Due to the current and on going restraints of the Chassis manufacturers and the Upfitters (Manufacturers) to control supply chain materials outside of their control, The Company will advise the Buyer at each stage of the process, and establish tentative timelines only after, the receipt and signed acceptance of this contract at the REV Ambulance Group Orlando Corporate Headquarters, Winter Park, FL., the confirmation of the build order and the arrival of customer chassis. The Company cannot be held liable for penalties and / or delays due to strikes, failures to obtain materials, fires, accidents, force majeure, global pandemic or any other causes beyond the Company's control.

I am confident that when we work together, we will be able to reach your needs to perform your jobs, but also stay fiscally responsible for the taxpayer.

Thanks again and I look forward to working with you!

Jeff Meyer

Jeff Meyer, Ambulance Sales Rep – Northern IL
Jmeyer@fireserviceinc.com cell: 224-828-1597

1719 South Franklin Road
Indianapolis, Indiana 46239

9545 Industrial Drive North
St. John, Indiana 46373

1743 Quincy Avenue, Suite 155
Naperville, Illinois 60540

219-365-7157: Office Phone
219-365-8572: Office Fax

Website: www.fireserviceinc.com
Toll Free: 800-578-4281



ITEM 9.A.9.

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
November 12, 2024

SUBJECT: 2024 3rd Quarter Budget Amendment

FROM: Marilyn Fumero, Finance Director

BUDGET SOURCE/BUDGET IMPACT: Increasing various accounts for a total net expenditure increase of \$139,307.88 across the General Fund and Sports Core Fund.

RECOMMENDED MOTION: I move the Village Board adopt Ordinance S-1709 "An Ordinance Authorizing Amendments And Transfers Among Budget Line Items".

Background/History:

During the course of a year, there are numerous situations that may arise that cause an account, program, or even a fund to exceed its budget. When this occurs, State statutes provide that the corporate authorities may make transfers from "one corporate object or purpose to another corporate object or purpose". Additionally, statutes provide that the corporate authorities may delegate authority to heads of municipal departments to "delete, add to, change, or create sub-classes within object classes budgeted previously to the department, with the approval of the budget officer or executive officer of the municipality". The Village has defined a corporate object or purpose to be an individual program or fund. Sub-classes within object classes have been defined as accounts and categories within a budget program.

The Village Board's policy on Finance, Taxation, and Budget, prepared based on the previously mentioned statutes, outlines the following procedures for budget administration and how these variances are to be addressed:

1. That the Budget Officer, with the approval of the Village Manager, may authorize transfers of budgeted funds between accounts or between account categories within a single budget program.
2. That any transfer of budgeted funds from one budget program to another shall be subject to approval by the Board of Trustees upon the recommendation of the Village Manager.

3. That any transfer from contingency shall be subject to approval by the Board of Trustees upon the recommendation of the Village Manager.

4. That any increase in the total appropriation within any fund shall be subject to approval by the Board of Trustees upon the recommendation of the Village Manager.

Budget Amendments:

In addition to budget line transfers noted above, the budget for the following accounts are being increased for 2024:

General Fund – Increase several expenditure accounts by \$108,765.88. This includes \$67,040.30 to finalize previously approved budget amendments (detailed in Exhibit A), \$471.03 for emergency structural repairs (Account 421-90400), \$3,166.00 for equipment maintenance (Account 511-72300), and \$39,058.55 to address budget shortfalls in FICA (Account 511-51400), health insurance (Account 511-51500), and general equipment (Account 631-65000).

Sports Core Fund – Requires a \$30,542.00 increase in reimbursement to other funds (Account 811-80210), correcting a prior budget omission.

Line-Item Transfers:

The spreadsheet included in Exhibit A details numerous line-item transfers between accounts within the General Fund and Sports Core Fund. These transfers represent adjustments within existing budgetary allocations and do not represent a net increase or decrease in overall funding for either fund. Exhibit A also details the various accounts across the Funds impacted by the requested amendment.

Recommendation:

Staff recommends that the Village Board adopt Ordinance S-1709 "An Ordinance Authorizing Amendments And Transfers Among Budget Line Items" in the amount of \$139,307.88 in expenditures across the General Fund and Sports Core Fund.

Attachments:

1. 3rd Quarter Budget Amendment Ordinance S-1709
2. Village of Oak Brook 3rd Qtr Budget Amendment 2024 Exhibit A

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

ORDINANCE
2024-BU-AMEND-S-1709

AN ORDINANCE
AUTHORIZING AMENDMENTS AND
TRANSFERS AMONG BUDGET LINE ITEMS
THE VILLAGE OF OAK BROOK, ILLINOIS

LAURENCE HERMAN, Village President
NETASHA SCARPINITI, Village Clerk

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

Village Board

Published in pamphlet form by authority of the
President and the Board of Trustees of the Village of Oak Brook
on this the 12th day of November 2024

ORDINANCE 2024-BU-AMEND- S-1709

AN ORDINANCE AUTHORIZING AMENDMENTS AND TRANSFERS

AMONG BUDGET LINE ITEMS

WHEREAS, the Village Manager has recommended certain amendments and transfers among budget line items in the Annual Budget Ordinance passed for the fiscal year beginning January 1, 2024 and ending December 31, 2024 and certain transfers of sums of money in said Budget Ordinance from one object or purpose to another object or purpose; and

WHEREAS, the Village President and Board of Trustees concur with and approve of the Village Manager's recommendations.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF OAK BROOK, DU PAGE AND COOK COUNTIES, ILLINOIS that the following amendment is hereby authorized:

Section 1: The recitals above are hereby incorporated into and made a part of this ordinance.

Section 2: In the attached tabulation, attached as "Exhibit A", lists the various accounts across the Funds impacted by the requested amendment. The total of said amounts are hereby transferred to the various line items.

Section 3: This ordinance shall be in full force and effect from and after its passage and approval as required by law.

Section 4: All ordinances or parts thereof in conflict with the provisions of this ordinance be and the same are hereby repealed to the extent of such conflict.

[SIGNATURE PAGE FOLLOWS]

APPROVED THIS 12th day of November 2024.

Laurence E. Herman
Village President

PASSED THIS 12th day of November 2024.

Ayes: _____

Nays: _____

Absent: _____

ATTEST:

Netasha Scarpiniti
Village Clerk

Village of Oak Brook
Budget Amendments
FY 2024 - 3rd Quarter

Account Number	Account Name	Revenue	Expenditure	Description
Budget Amendment				
General Fund				
531-50000	Library Full time position		4,611.55	Full-Time salary expense account increase. Approved June 25, 2024
511-51400	FICA		6,862.10	FICA expense increase
511-51500	Health Insurance		7,565.24	Health insurance increase
511-72300	Maint. Other Equipment		3,166.00	HVAC Maint & Repair Services
131-76900	Reception/Entertainment		1,500.00	Increase attributed to the increase in lunch meetings and other events.
131-76950	Consulting Services		4,000.00	Professional Consulting Services Gewalt Hamilton Associates, Inc. Board approved October 24, 2024
421-90200	Equipment Replacement		3,444.00	Replacement Chairs for Administration and Finance
421-90400	Structural Improvements		471.03	Door repairs
621-90100	New Equipment		54,984.75	Starchase - Mounted Launch System. Approved February 13, 2024
631-65000	General Equipment		22,161.21	Axon Taser Yearly Payment
	Total General Fund		108,765.88	
Sports Core Fund				
811-80210	Reimbursements To Other Funds		30,542.00	Reimbursement To General Fund understated in original budget
	Total Sports Core Fund		30,542.00	
Tansfer Between Line Items				
111-60100	Subscriptions & Publications		(400.00)	Transfer between line items
111-61300	Business Forms		400.00	Transfer between line items
112-60100	Subscriptions & Publications		(350.00)	Transfer between line items
112-61200	General Office Supplies		350.00	Transfer between line items
112-77000	Other Services		1,844.72	Transfer between line items
112-73100	Printing Services		(1,844.72)	Transfer between line items
131-50600	Car Allowance		2,000.00	Transfer between line items
131-52200	Travel Expense		(2,000.00)	Transfer between line items
132-69100	Miscellaneous		9,222.20	Transfer between line items
132-77000	Other Services		(9,222.20)	Transfer between line items
151-51500	Health Insurance		8,070.94	Transfer between line items
151-52300	Training		(3,897.62)	Transfer between line items
151-72550	Internet Services		12,000.00	Transfer between line items
151-72500	Maintenance Computers		(12,000.00)	Transfer between line items
151-76950	Consulting Services		(4,173.32)	Transfer between line items
211-61300	Business Forms		127.70	Transfer between line items
211-76950	Consulting Services		19,500.00	Transfer between line items
211-77150	Actuarial Services		500.00	Transfer between line items
211-50000	Salaries Full-Time		(20,127.70)	Transfer between line items
221-50300	Salaries Overtime		2,000.00	Transfer between line items
221-50000	Salaries Full-Time		(2,000.00)	Transfer between line items
241-50000	Salaries Full-Time		(4,000.00)	Transfer between line items
241-50300	Salaries Overtime		4,000.00	Transfer between line items
531-50000	Salaries Full-Time		21,000.00	Transfer between line items
531-50100	Salaries Part-Time		(21,000.00)	Transfer between line items
531-51100	IMRF		2,183.87	Transfer between line items
531-51400	FICA		(2,183.87)	Transfer between line items
621-72400	Maintenance Radios		1,027.94	Transfer between line items
621-65000	General Equipment		(1,082.99)	Transfer between line items
621-72300	Maint. Other Equipment		55.05	Transfer between line items

631-52400	Dues & Memberships	(877.96)	Transfer between line items
631-60100	Subscriptions & Publications	877.96	Transfer between line items
631-71400	Laundry & Cleaning	250.00	Transfer between line items
631-73600	Advertising/Promotion	(250.00)	Transfer between line items
911-50100	Salaries Part-Time	(40,000.00)	Transfer between line items
921-50100	Salaries Part-Time	40,000.00	Transfer between line items
351-76700	Contract Services	(35,000.00)	Transfer between line items
351-62200	Maintenance Supplies	35,000.00	Transfer between line items
811-76100	Auditing Services	(1,263.15)	Transfer between line items
811-73700	Bank Service Fees	1,263.15	Transfer between line items
811-72600	Rentals	(1,093.20)	Transfer between line items
811-60400	Drugs & Medical	(600.00)	Transfer between line items
811-77000	Other Services	1,693.20	Transfer between line items
812-61800	Chemicals	(7,269.08)	Transfer between line items
812-71350	Sewer	5,047.06	Transfer between line items
812-71400	Laundry & Cleaning	1,261.50	Transfer between line items
812-72500	Maintenance Computers	960.52	Transfer between line items
812-65000	General Equipment	4,372.99	Transfer between line items
812-90200	Equipment Replacement	(4,372.99)	Transfer between line items
831-50000	Salaries Full-Time	(130,000.00)	Transfer between line items
834-50000	Salaries Full-Time	130,000.00	Transfer between line items
831-51100	IMRF	(10,660.90)	Transfer between line items
834-51100	IMRF	10,660.90	Transfer between line items
832-51500	FICA	(5,000.00)	Transfer between line items
834-51500	FICA	5,000.00	Transfer between line items
811-51400	FICA	(2,500.00)	Transfer between line items
831-51400	FICA	2,500.00	Transfer between line items
831-51500	Health Insurance	(18,481.54)	Transfer between line items
834-51500	Health Insurance	<u>18,481.54</u>	Transfer between line items

Total -



ITEM 9.A.10.

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
November 12, 2024

SUBJECT: Rental Policies for Village Owned Facilities

FROM: Greg Summers, Village Manager

BUDGET SOURCE/BUDGET IMPACT: N/A

RECOMMENDED MOTION: I move that the Village Board approve Ordinance S-1710“, An Ordinance Approving and Adopting Rental Policies For Village Owned Venues.”

Background/History:

The Village has recognized the need to create a cohesive and streamlined policy regarding the use of Village-owned facilities. Historically, guidance on facility usage has been spread across multiple documents, ordinances, and informal policies, leading to inconsistent application and occasional confusion among staff and users. Furthermore, this new document now addresses “designated public forum” versus “nonpublic forum”, wherein certain spaces are identified for the use of employees only in the conduct of their business and other spaces are primarily intended for the use of employees in the conduct of their business, but may from time to time be utilized for the convening of public activities. This is specifically targeted at an emerging trend wherein members of some public entities have been demanding access to nonpublic forum areas since they were constructed and are maintained with public tax revenues.

Additionally, this new ordinance consolidates all previous policies and guidelines into a single, comprehensive document. This approach standardizes the requirements for facility use, promoting consistency in how Village facilities are accessed, maintained, and returned to their original state. Additionally, the ordinance aligns with the Village's strategic goals to preserve public property and ensure fair use for all residents and organizations.

Recommendation:

Staff Recommends that the Village Board approve Ordinance S-1710, “An Ordinance Approving and Adopting Rental Policies For Village Owned Venues.”

Attachments:

1. 2024-LY-GOLF-EX1-S-1710 Resolution
2. Building Use Policy

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

ORDINANCE
NUMBER 2024- LY-GOLF-EX1-S-1710

AN ORDINANCE
APPROVING AND ADOPTING
BUILDING USE POLICIES FOR
VILLAGE OWNED VENUES

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

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

Village Board

Published in pamphlet form by authority of the
President and the Board of Trustees of the Village of Oak Brook
on this the 12th day of November 2024

ORDINANCE NO. 2024- LY-GOLF-EX1-S-1710

AN ORDINANCE
APPROVING AND ADOPTING
BUILDING USE POLICIES FOR
VILLAGE OWNED VENUES

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, pursuant to Illinois Statute, the Village of Oak Brook (hereinafter referred to as "Village") is authorized to own and acquire property;

WHEREAS, the Village owns and operates various venues within the corporate boundaries of the Village and allows members of the public to use these Village-owned venues;

WHEREAS, the Village previously adopted certain policies governing the use of the Village owned and operated venues including but not limited to the Butler Government Center Oak Brook Bath & Tennis Club, Oak Brook Public Library, and the Oak Brook Golf Club;

WHEREAS, the Corporate Authorities desire to update the existing set of policies with the purpose to create consistent guidelines for public use of the Village's venues; and

WHEREAS, the Village of Oak Brook Corporate Authorities are of the opinion that it is in the best interests of the Village of Oak Brook to adopt the attached policies pertaining to the use of Village owned venues.

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

Section One – Recitals

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

Section Two – Adoption of Policy

The Board of Trustees of the Village of Oak Brook hereby approves and adopts the Building Use Policies attached hereto and made a part hereof as Exhibit A.

Section Three – Codification

The title, chapter(s) and section(s) adopted by this ordinance shall be numbered and placed in an appropriate title, chapter(s), and sections(s) sections when and during the codification of the Oak Brook Municipal Code, if necessary.

Section Four – Effective Date

This ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law; inclusive of the cancellation of any future events already booked in conflict with the provisions herein.

Section Five - Publication

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

Section Six – Conflict Clause

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

Section Seven – Saving Clause

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

Section Eight – Recording

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

PASSED THIS 12th day of November 2024.

Ayes: _____

Nays: _____

Absent: _____

APPROVED THIS 12th day of November 2024.

LAURENCE E. HERMAN,
Village President

ATTEST:

NETASHA SCARPINITI,
Village Clerk

EXHIBIT A

[Policy]



Village of Oak Brook

Use of Village-Owned Facilities

Adoption Date:

Review Date:

Revision Date:

I. Purpose:

This policy is to establish clear guidelines and procedures for the rental and use of village-owned facilities. It aims to ensure these assets are utilized in a manner that benefits the community, maintains the integrity and condition of the properties, and promotes fair access for all residents and organizations.

II. Ownership and Management:

The Oak Brook Butler Government Center, Public Library, Bath & Tennis Club, and Golf Club are all Village-owned, Village-managed facilities. As these facilities are owned and managed by the Village, it is the policy of the Village of Oak Brook Board of Trustees that these facilities are a closed forum, and not available for use by individuals, groups, or organizations outside the Corporate Authorities of the Village without prior application and approval. The following guidelines will apply to any groups wishing to utilize Village-owned facilities.

III. Building Access and Visitor Information:

1. Purpose:

- A. The Village of Oak Brook strives to maintain the security of its facilities through strict control of building access. All Employees, Elected Officials, and other authorized individuals needing regular access to the Village Owned facilities will be provided with the proper access.

2. Access Restrictions:

- A. Public access to areas within enclosed facilities owned and/or, controlled by the Village of Oak Brook may be restricted depending on whether such areas are classified as “designated public forum”, or “nonpublic forum”. Certain spaces are intended for the use of employees only in the conduct of their business. Other spaces are primarily intended for the use of employees in the conduct of their business but may from time to time be utilized for the convening of public activities.
- B. Restricting unauthorized access ensures safety, protects confidential information, safeguards employee and user privacy, prevents theft, secures equipment, and minimizes distractions and disturbances.

IV. Conditions for Use:

1. Use of Village Owned Facilities shall be under the following general conditions:

- A. The proposed use of any facility shall not be detrimental to the Village's properties, and areas must be returned to their original condition after use.
- B. The proposed use shall be consistent with local, state, and federal law, and the users shall follow the policies and regulations of the Village.
- C. The facility shall not be used for promulgating any theory or doctrine subversive to the laws of the United States or any political subdivision thereof, or advocating governmental changes by violence, or for any activity that may violate the canons of good morals, manners or taste or be injurious to the buildings, grounds, equipment or supplies of the Village.
- D. The facility shall not be available for use by any political groups or for any political events, with the exception of political debate-style events. Any political debate-style event must be hosted by an organization with no partisan political affiliation and must be intended to objectively provide the viewpoints of multiple political candidates.
- E. Activities in the meeting rooms must not exclude any individual based on age, gender, race, religion, national origin, disability, or any other legally protected category. Compliance with the Americans with Disabilities Act (ADA) is required for all activities, with organizations responsible for providing and funding interpreters or auxiliary aids as necessary.

2. Application Process:

- A. All applications for requests can be found on the Village website, and physical copies are available at each corresponding Village-owned facility. Organizations or individuals making a request must sign event agreements, which should be submitted to the appropriate department head.
- B. All requests must be submitted at least two weeks prior to the requested date of facility use. Reservations made within two weeks of the desired date will be reviewed but are not guaranteed approval in time for the requested event.

- C. Each request is designated for a single use of the facility, with a maximum allowable duration of 8 hours per day, with a maximum booking of 2 consecutive days unless otherwise approved by the Village Manager or designee.
- D. Where a request conflicts with another request made by an organization with the same priority, the applications shall be considered and allowed based on importance, in the sole discretion of the Village.

3. Department Head Scope of Authority:

- A. Each Department Head is responsible for approving or denying requests to use their respective facilities. However, the Village Manager retains the authority to override any decisions made by a Department Head.

- Butler Government Center: Village Manager
- Library: Head Librarian
- Sports Core Facilities: Sports Core Director
- Oak Brook Manor: Catering Vendor

4. Continued / Future Use:

Continued or future use of the facility by any user shall be contingent upon following all the policies, rules and regulations as prescribed by the Village and upon following all applicable law.

5. Authority:

The Village shall have the final authority for granting or refusing any request for the use of Village-owned facilities.

6. Endorsement Disclaimer:

Use of any Village-owned Facility does not constitute the Villages' endorsement of viewpoints expressed by participants in programs. No advertisement or announcement implying such endorsement will be permitted.

7. Cancellation:

A minimum of 24 hours' notice is required for meeting cancellations, and failure to comply may result in loss of future booking privileges.

V. Primary Facilities and Usage:

1. Butler Government Center:

A. Priority of use of the facility and equipment shall be in the following order:

- Village activities
- Village affiliated organizations
- Groups sponsored by Village affiliated organizations Governmental and community service organization
- All other potential uses
- Regulations and Restrictions:

B. All meetings held within the library must be free and open to the public, except for closed sessions conducted by governmental bodies in accordance with the Illinois Open Meetings Act.

2. Oak Brook Public Library:

A. Priority of use of the facility and equipment shall be in the following order:

- Library sponsored programs and meetings
- Library related programs and meetings
- Meetings of Oak Brook governmental bodies and intergovernmental organizations in which the Village of Oak Brook is a member
- Residents and corporate residents may reserve space for informational or educational purposes only.
- All other potential uses

B. Requests for Usage:

All requests for meeting room use must be made by an Oak Brook Public Library cardholder age 18 or older. Applicants must be present at all meetings. Oak Brook-based businesses must submit an application with the name, address and phone number of the employee responsible for being present at the meeting.

C. Grand Piano:

The grand piano is tuned twice a year. If additional tuning is requested, Library staff will schedule the tuning. The cost will be at the requestor's expense and paid for in advance.

D. Regulations and Restrictions:

- All meetings held within the library must be free and open to the public, except for closed sessions conducted by governmental bodies in accordance with the Illinois Open Meetings Act.
- Only library staff may operate audiovisual equipment. Kitchen facilities are available, though cooking is prohibited, and the piano may only be used with prior authorization.

E. Solicitation:

Solicitation of attendee information for business purposes is strictly prohibited, and private tutoring or counseling sessions are only allowed if provided free of charge. Private social functions are not permitted. Alcoholic beverages are allowed solely for library-sponsored programs and must comply with Illinois Compiled Statutes and Village Policies regarding liquor service. Non-library-sponsored event signage may only be posted on the Community Board.

F. Definitions:

- **Corporate Resident** - Any business with a physical place of business within the corporate limits of the Village of Oak Brook. Post office boxes, virtual offices or other electronic presences within the Village without a permanent physical presence do not constitute a physical place of business.
- **Library Related** – A meeting or program of an organization in which the Oak Brook Public Library or Library personnel are members.
- **Library Sponsored** – A meeting or program that is planned and executed by Library personnel either as direct leaders or led by persons authorized to lead a meeting or program by Library program planners.
- **Resident** – Any person permanently residing within the corporate limits of the village and all full-time employees of the village, as defined in article III of the Village of Oak Brook Personnel Manual.

G. Study Rooms:

Study rooms at Oak Brook Public Library are available on a first-come, first-served basis, with Oak Brook cardholders able to reserve 2-hour blocks every seven days, up to 14 days in advance. The small room accommodates two people, while the large room fits four. No food is allowed, but covered drinks are permitted. The 2-hour time limit can be extended if no one is waiting. Users must be at least 14 years

old, with younger children requiring adult supervision. Patrons are responsible for any damages and must keep noise levels low, as the rooms are intended for quiet study.

3. Oak Brook Bath & Tennis Club:

A. Ownership and Management:

The following facilities are owned and operated by the Village and are subject to the following policies:

B. Pool/Cafe

- Applications for the OBBT pool must be submitted to and reviewed by the Sports Core Director or designee. Please note that during in-season operational hours, the entire pool cannot be rented; however, a designated section of the pool can be reserved for your event. Only Bath and Tennis members may submit event applications during in-season operational hours.
- For any reservation or event scheduled outside regular operational hours or during the off-season, applications will be reviewed by both the Village and the food contractor.
- All fees will be determined by the Sports Core Director dependent on the proposed use of the facility.

C. Tennis

- The OBBT Head Tennis Professional, is tasked with overseeing all reservations for Village-owned tennis courts. For any reservation involving 50 or more individuals, the Head Tennis Professional is required to seek approval from the Sports Core Director prior to confirming or rejecting the request. Furthermore, any non-member event must leave a minimum of two courts open for member use.
- All fees will be determined by the Head Tennis Professional with the approval from the Sports Core Director dependent on the use of the facility.

4. Manor/Event Space

A. Ownership and Management:

The Oak Brook Manor facility is owned but not operated by the Village and is subject to the following policy. The contracted catering company handles all aspects of events at the Oak Brook Manor, including bookings, event coordination, catering services, and

client communication. While applications for the event space are managed separately from the Village, the same general provisions apply.

5. Oak Brook Golf Club:

A. Oak Brook Golf Course

- The Oak Brook Golf Course is owned and operated by the Village. Organizations or individuals interested in hosting a golf outing at the OBGC must submit an application to the club's management. All requests will be reviewed by the Sports Core Director and Head Golf Pro in conjunction with the Village Manager.

B. Oak Brook Golf Clubhouse

- The Oak Brook Golf clubhouse is owned by the Village but operated by an outside contractor.
- The clubhouse requires coordinated aspects of both the Village and the contracted food vendor. Events at the Oak Brook Golf Club clubhouse, including bookings, event coordination, catering services, and client communication shall be submitted to the Sports Core Director who will work with the contracted food vendor prior to confirming or rejecting the request.
- All food, beverage, staffing and linens will be provided by OBGC's contracted food vendor.
- Exception: Outside desserts and snacks may be brought in by users with the prior written approval of OBGC staff. Any users wishing to provide outside desserts and snacks must sign a waiver provided by OBGC's staff.

VI. General Provisions

The following General Provisions shall apply to all use of Village Facilities

1. Responsibility of Users

A. Hold Harmless / Indemnification:

- Users requesting use of the facility or equipment agree to indemnify and hold harmless Village of Oak Brook, the Board of Trustees, its members, employees and agents, in their official and individual capacities, from any claim, cause of action, loss, judgment, injury or expense, including but not limited to attorneys' fees and expenses of litigation arising out, and incidental to, the use of the facility or equipment. As well, the user agrees to defend against any lawsuit, claim or cause

of action brought against the Village, the Board, its members, employees and agents, in their official or individual capacity, arising out of, or incidental to, the use of the facility or equipment.

- It is further understood and agreed that the Village assumes no obligation or responsibility in connection with the use of the requested facility or equipment. In addition, the user shall covenant not to sue the Village, the Board, its members, employees and agents, in their official or individual capacities for any alleged loss, judgment, injury, or expense which arises as a result of the use of the facility or equipment. The user further shall agree to assume all costs for repair or damage to the facility or their contents during the period of use of facilities. The user further shall agree to abide by the rules, regulations and policies of the Board.

B. Insurance:

- The Premises is owned by the Village and the Village requires Special Event Liability Insurance covering the full duration and scope of the event in a form acceptable to the Village, and from a carrier acceptable to the Village. At least thirty (30) days before the event date, User must provide the Village with written proof that User has obtained such insurance.
- User's insurance policy must list the Village of Oak Brook, 1200 Oak Brook Road, Oak Brook, IL 60523, and its officers, officials, employees, agents, volunteers, contractors, and vendors as additional insured parties, and protect against bodily injury, property damage, personal injury and other loss arising out of User's use and occupancy of the premises. The insurance policy must have a single liability limit of not less than \$1 million per occurrence and a general aggregate liability limit of not less than \$2 million. The insurance policy may not be terminated or modified in any way without providing the Village thirty (30) days advance written notice.
- All Vendors providing any goods or services on the Premises must provide a certificate of insurance from a carrier acceptable to the Village, and in a form and an amount approved by the Village, before the User's event. All Vendor policies shall include an additional insurance endorsement listing the Village of Oak Brook, 1200 Oak Brook Road, Oak Brook, IL 60523, and its officers, officials, employees, agents, volunteers, contractors, and vendors as additional insured parties.
- Please list the certificate holder as: The Village of Oak Brook, 1200 Oak Brook Road, Oak Brook, IL 60523.

2. Equipment, Fixtures, Furniture, or Materials:

- A. Equipment, fixtures, furniture, or materials shall not be brought into the facility without written permission by the Village, granted at the time of approval of the request to use the facility. Such equipment, furniture or materials brought into the facility must be removed from the premises at the conclusion of the use agreement, and those items remaining must be stored. The storage must be in a manner prescribed by the Village so as to prevent any interference of normal operations or the use of the facility by the Village or other organizations or individuals.
- B. Village equipment, fixtures, furniture, or materials shall not be moved within or removed from the area of normal use without written permission granted at a time of approval of the request for use of the facilities. Groups are responsible for the setup and restoration of the meeting room to its original condition. Attaching items to walls, ceilings, or furniture is prohibited. Movable equipment shall not be used outside the facilities. Users agree to accept full responsibility for repairing or replacing any damages or losses to the equipment while in their possession.

3. Building Regulations:

- A. Opening and Closing of Facility: Doors to the facility will be opened not more than fifteen (15) minutes prior to the time of scheduled use. All users shall be required to vacate the facility within fifteen (15) minutes after the approved ending time of the scheduled event. All events must be concluded so that the facility will be vacated by 10 p.m., or at a time authorized by the Village Manager or designee.
- B. Attendance is restricted to the posted occupancy limits.
- C. Smoking and Controlled Substances:
 - Smoking, vaping, and the use of tobacco products is prohibited in Village facilities at all times. Unauthorized smoking/vaping shall be sufficient justification for immediate cancellation of the current use agreement or the prohibition of further use by the offending organization or individual(s). The use or possession of controlled substances on village property is strictly prohibited and will result in immediate cancellation of the use agreement. Any and all alcohol must be sold and distributed by the on-site food contractor or caterer.

D. Employee Present:

- A Village employee must be present in the facilities at any time it is used unless a written exception has been granted by the Village.

4. Keys:

No key for the facilities shall be provided for persons other than Village personnel.

5. HVAC:

Regulation of HVAC controls shall be by Village personnel only.

6. Fire Exits:

Fire exits and doorways must be kept clear, and all hallways always made passable.

7. Supervision:

Persons under eighteen (18) years of age shall not be allowed in the facility without proper adult supervision.

8. Maintenance & Cleaning

Extraordinary maintenance and/or cleaning expenses, as determined by the Village Manager, will be billed to the primary liaison and any future reservations suspended until paid.

9. Bond Requirements:

The Board may, at its discretion, demand the posting of bond to provide against damage to any of the facility and/or equipment. The Board may require the user's officer to sign a contract making the group responsible for any abnormal damage.

10. Rental Rates and Fees:

A. General Rate Information

Rental rates and charges can be obtained through a request per each facility and use

B. Discounted Rates

Discounted rates, if available, may be offered for local government organizations within the Village of Oak Brook or whose territory at least partially overlaps the Village of Oak Brook, or a 501(c)(3) charitable organization with a physical presence – such as a school or an office – located inside the corporate limits of the Village of Oak Brook. Proof of 501(c)(3) status will be required. Discounted rates, when so available,

may be offered Monday through Thursday only. All discounted rates must be approved by the Village Manager.



ITEM 13.A.

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
November 12, 2024

SUBJECT: Employee Appeal of Disciplinary Finding

FROM: Greg Summers, Village Manager

BUDGET SOURCE/BUDGET IMPACT: N/A

RECOMMENDED MOTION: The Village Board shall make one of the following motions:

1. I move to uphold the Village Manager's decision regarding a 5-day suspension issued to employee _____ relative to a violation of the Village's Personnel Manual; or
2. I move to overturn and vacate the Village Manager's decision regarding a 5-day suspension issued to employee _____ relative to a violation of the Village's Personnel Manual.

Background/History:

On October 2, 2024, the Village Manager held a Loudermill Pre-Disciplinary Hearing regarding a violation of the Village's Personnel Manual. At the end of the hearing Village Attorney Meganne Trela and the Village Manager concluded that the employee's violation warranted a suspension in compliance with the FLSA/Illinois lack of adoption thereof. The employee has elected to continue his appeal of the hearing decision. Additional information is contained in the Closed Session packet.

Recommendation:

Staff recommends that the Village Board review the employee disciplinary finding in closed session, as well as all relevant attachments, and after returning to open session make one of the following motions:

1. I move to uphold the Village Manager's decision regarding a 5-day suspension issued to employee _____ relative to a violation of the Village's Personnel Manual; or
2. I move to overturn and vacate the Village Manager's decision regarding a 5-day suspension issued to employee _____ relative to a violation of the Village's Personnel Manual.

Attachments:

None