



OAK BROOK
Illinois

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

Regular Meeting
Tuesday, February 11, 2025
7:00 PM

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

1. CALL TO ORDER
2. ROLL CALL
3. PRESIDENT’S OPENING COMMENTS
4. PUBLIC COMMENTS
5. APPROVAL OF MINUTES
 - A. Regular Board of Trustees Meeting Minutes of January 14, 2025
 - B. Regular Board of Trustees Meeting of January 28, 2025
 - C. Regular Executive Meeting Minutes of November 12, 2024 and December 10, 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: February 5, 2025 - \$1,712,123.42
 1. Du-Comm - Quarterly Shares for the Period from February 1, 2025 to April 30, 2025 - \$29,899.50
 2. BCBSIL - Health Services - February 2025 - \$234,376.41
 3. Core & Main LP - Sensus Annual Renewal - \$25,372.00
 4. Mauro Sewer Construction, Inc. - Oak Brook Briarwood Lakes Water Main Improvements Project - \$213,860.95
 5. Icon Enterprises d.b.a CivicPlus LLC - Civic Annual Renewal - \$20,345.45
 6. DuPage Convention and Visitor Bureau - 4th Quarter 2024 - 25% of 1% - \$40,973.84

7. OpenGov, Inc. - Procurement Software - \$35,715.00
8. IRMA - 2025 Contributions - \$914,809.00
- B. Approval of Payroll Paydate: February 6, 2025 - \$926,046.54
- C. Authorization to Seek Bids or Proposals or Negotiate Contracts:
 1. Golf Club Parking Lot Expansion
- D. Ordinances & Resolutions
 1. RESOLUTION R-2271, A Resolution Authorizing the Release of Certain Closed Meeting Minutes of the Village Board of Trustees
 2. RESOLUTION R-2272, A Resolution Authorizing the Destruction of Verbatim Recordings of Certain Closed Meetings of the Village Board of Trustees
7. ITEMS REMOVED FROM CONSENT AGENDA
8. ACTIVE BUSINESS
 - A. Ordinances & Resolutions
 1. RESOLUTION R-2274, A Resolution to Waive Competitive Bidding and Authorize the Fourth Amendment to the Contract Between the Village of Oak Brook and Clarke Environmental Mosquito Management, Inc., of Roselle, Illinois, for Mosquito Abatement Services
 2. RESOLUTION R-2275, A Resolution Approving and Authorizing an Intergovernmental Agreement By and Between the Village of Oak Brook and the Illinois Public Works Mutual Aid Network (IPWMAN) Agreement
 3. Resolution R-2276, A Resolution to Waive Further Bidding and Authorize Staff to Issue a Purchase Order to Deere & Company of Cary, North Carolina for the Purchase of One (1) John Deere Compact 4066r Utility Tractor with Lastec Attachment and One (1) Turf Gator HPX 615E
 4. RESOLUTION R-2277, A Resolution Approving and Authorizing the Purchase of Drone Hardware and Related Services from FLOCK Group, Inc., for a Drone as First Responder Program
 5. RESOLUTION R-2279, A Resolution Approving and Authorizing the Execution of an Agreement By and Between the Village of Oak Brook and Chicagoland Pool Management, LLC for the 2025 Pool Management Services
 6. RESOLUTION R-2280, A Resolution to Waive Competitive Bidding and Authorize the Execution of an Agreement with Cover the Tees, of Oviedo, Fl., for the Construction of the Golf Course Driving Range Structure
 7. ORDINANCE-S-1721, An Ordinance Authorizing Amendments and Transfers Among Budget Line Items the Village of Oak Brook, Illinois (Drones)
9. BOARD UPDATES
10. ADJOURNMENT

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



OAK BROOK
Illinois

ITEM 5.C.

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

AGENDA ITEM

Board of Trustees Regular Meeting
of
February 11, 2025

SUBJECT: Approval of Closed Meeting Minutes

FROM: Netasha Scarpiniti, Clerk

BUDGET SOURCE/BUDGET IMPACT: N/A

RECOMMENDED MOTION: I move to to approve the Executive Meeting Minutes of November 12, 2024 and December 10, 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 had not been released to the public.

At this time the Executive Minutes of November 11, 2024 and December 10, 2024, are ready to be approved as written on February 11, 2025, but are not ready to be released to the Public.

To review these minutes please refer to the January 28, 2025, Closed Meeting Agenda Packet.

Recommendation:

Staff recommends that the Board approves the Executive Meeting Minutes of November 11, 2024 and December 10, 2024.

Attachments:

None

Approval for Payroll Paydate: 02/06/25

Total Gross Payroll	\$	631,249.43
----------------------------	-----------	-------------------

Employee Deductions:

Illinois Municipal Retirement Fund	\$	15,371.55
Police Pension Fund	\$	18,934.76
Fire Pension Fund	\$	13,380.39
Federal Tax Withholding	\$	67,652.69
State Tax Withholding	\$	26,577.04
Social Security and Medicare	\$	24,381.44
ICMA/NACO/457	\$	27,656.43
Court Orders	\$	530.00
Insurance Contributions	\$	23,444.39
Aflac Contributions	\$	1,142.57
Mo Voi Life	\$	430.48
Police Union Dues	\$	1,728.00
Fire Union Dues	\$	1,308.29
Public Works Union Dues	\$	1,152.37
125-Medical/Dependent Care	\$	3,067.25

Total Employee Deductions		226,757.65
----------------------------------	--	-------------------

Net Payroll	\$	404,491.78
--------------------	-----------	-------------------

Village Expenses:

Police Pension	\$	79,197.41
Fire Pension	\$	78,471.08
IMRF Pension	\$	22,850.53
Insurance Contributions	\$	89,896.65
Social Security and Medicare	\$	24,381.44

Total Village Expenses		294,797.11
-------------------------------	--	-------------------

Total Payroll (Gross Payroll plus Village Expenses)	\$	926,046.54
--	-----------	-------------------

Payroll Date: 02/06/25

Employee Deductions		Pension	Salary by Pension	Percent of
		Deduction	Plan	Pensionable Salary**
	Police	\$ 18,934.76	\$ 191,067.31	9.910%
	Fire	13,380.39	141,516.87	9.455%
	IMRF	10,722.37	238,274.62	4.500%
	Non-Pensionable	-		0.000%
			<u>\$ 570,858.80</u>	

Village Payment into Pensions		Village	Percent of Payroll*	Percent "Match" of what Employee Contributes
		Contribution		
	Police	\$ 79,197.41	41.45%	418.3%
	Fire	78,471.08	55.45%	586.5%
	IMRF	22,850.53	8.67%	192.7%
		<u>\$ 180,519.02</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.



OAK BROOK
Illinois

ITEM 6.C.1.

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

AGENDA ITEM

Board of Trustees Regular Meeting
of
February 11, 2025

SUBJECT: Golf Club Parking Lot Expansion

FROM: Tim O'Malley, Public Works Director

BUDGET SOURCE/BUDGET IMPACT: \$315,000 is included in the FY2025 Budget, in account #811-90400.

RECOMMENDED MOTION: I move that the Village Board authorize staff to seek bids for the Golf Club Parking Lot Expansion.

Background/History:

This is the first phase of the Golf Club capital improvements. This portion includes re-grading of the parking lot area, the construction of an expanded asphalt paved parking area with new concrete curbs to accommodate an additional 21 parking stalls as well as associated stormwater drainage to accommodate routine overflow parking which currently utilizes grass areas on an near daily basis in the peak golf season. The entrance to the existing asphalt parking lot will be reconfigured to provide access to the new section of the lot.

The proposed paved surface area will be expanded by approximately 7,000 square feet to the southeast corner of the existing parking lot with new landscaped parking lot islands to be incorporated into the layout. The expansion to the southeast will continue the existing access aisle layout of the existing lot and the existing lighting system will be extended to light the new area of the lot. Substantial landscaping will be provided surrounding the new parking lot area.

The remaining portion of the existing lot will be patched, seal-coated, and re-stripped.

Recommendation:

The Village Board Authorizes Staff to Approve and Seek Bids for the Golf Club Parking Lot Expansion.

Attachments:

None



OAK BROOK
Illinois

ITEM 6.D.1.

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

AGENDA ITEM

Board of Trustees Regular Meeting
of
February 11, 2025

SUBJECT: Release of Certain Closed Meeting Minutes of the Village Board of Trustees

FROM: Netasha Scarpiniti, Clerk

BUDGET SOURCE/BUDGET IMPACT: N/A

RECOMMENDED MOTION:

I move that the Village Board Approve Resolution R-2271, authorizing the Release of Certain Closed Meeting Minutes of the Village Board of Trustees from 2017 to 2019.

Background/History:

The Open Meetings Act (5 ILCS 120/2.06) requires that all public bodies periodically, but no less than semi-annually, review minutes of all its closed session minutes that have not been released to the public. Under the Open Meetings Act, to "release" closed session minutes merely means that the Board has determined that there is no longer a need to maintain the minutes as confidential.

The Village Board has had the opportunity to review the Closed Meeting Minutes from 2017 to 2019 which have been discussed at the Closed Board of Trustees Meeting of January 28, 2025. A list of the meetings and the Clerk's recommendations are attached as Exhibit 1.

Recent Board Review

- The Board has been allowed to review the Minutes from 2017-2019 meetings which have not been released or have been previously released as redacted.

The Village Clerk's release recommendations are contained in this memo.

Recommendation:

The Village Clerk recommends that the Village Board Approve Resolution R-2271 Authorizing the Release of Certain Closed Meeting Minutes from 2017 to 2019.

Attachments:

1. Resolution R-2271

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

RESOLUTION
2025-BD-CL-MIN-R-2271

A RESOLUTION APPROVING THE
RELEASE OF CLOSED MEETING MINUTES

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 11th day of February 2024

RESOLUTION 2025-BD-CL-MIN-R-2271

**A RESOLUTION APPROVING THE
RELEASE OF CLOSED MEETING MINUTES**

WHEREAS, the Village Board of the Village of Oak Brook has met from time to time in closed meetings for purposes authorized by the Illinois Open Meetings Act; and

WHEREAS, under the requirements of 5 ILCS 120/2.06(d), the Village Board has met in closed meetings to review closed Meeting minutes; and

WHEREAS, the Village Board has determined that there is no longer a need for confidentiality as to the closed meeting minutes from the meetings set forth below in Exhibit 1.

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

Section 1: That the closed meeting minutes from 2017 through 2019, have been reviewed and are ready to be fully released, are attached hereto and made a part hereof as Exhibit 1.

Section 3: That the Village Clerk is hereby authorized and directed to make minutes identified in Section 1 available for inspection and copying in accordance with the standing procedures of the Clerk's office.

Section 4: That this resolution shall be in full force and effect from and after its passage and approval as provided by law.

APPROVED THIS 11th day of February 2025.

Laurence E. Herman
Village President

PASSED THIS 11th day of February 2025.

Ayes: _____

Nays: _____

Absent: _____

ATTEST:

Netasha Scarpiniti
Village Clerk



OAK BROOK
Illinois

ITEM 6.D.2.

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

AGENDA ITEM

Board of Trustees Regular Meeting
of
February 11, 2025

SUBJECT: Destruction of Verbatim Recordings of Certain Closed Meetings of the Village Board of Trustees

FROM: Netasha Scarpiniti, Clerk

BUDGET SOURCE/BUDGET IMPACT: N/A

RECOMMENDED MOTION: I move that the Village Board Approve Resolution R-2272 Authorizing the Destruction of Verbatim Recordings of Certain Closed Meetings of the Village Board of Trustees

Background/History:

The Illinois Open Meetings Act, 5 ILCS 120/1 et seq. ("Act") permits the Village to destroy the verbatim recordings of its closed meetings 18 months after the completion of the meeting recorded if the Village Board: (i) approves the destruction of the verbatim recordings; and (ii) approves the written minutes of the closed meeting.

In accordance with the Act, the Village has maintained verbatim recordings for more than 18 months and has approved the written minutes of all meetings of the Village Board of Trustees that were closed to the public pursuant to the Act. Further, Ordinance G-830 passed on April 10, 2007, by the Village Board established procedures to authorize the destruction of the verbatim record of closed meetings of the Village of Oak Brook Board of Trustees.

Closed meeting minutes corresponding with all retained recordings which occurred between April 12, 2022, and July 11, 2023, have previously been approved. Any recordings of closed meetings that are the subject of a Public Access Counselor (PAC) challenge regarding either the Open Meetings Act or the Freedom of Information Act shall be retained until those matters are resolved.

Recommendation:

The Village Clerk Recommends that the Village Board Approve Resolution R-2272 Authorizing the Destruction of Verbatim Recordings of Certain Closed Meetings of the Village Board of

Trustees

Attachments:

1. Resolution R-2272 Audio Destruction

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

RESOLUTION

2025-BD-CL-REC-MIN-R-2272

A RESOLUTION AUTHORIZING THE DESTRUCTION OF
VERBATIM RECORDINGS OF CERTAIN CLOSED MEETINGS
OF THE VILLAGE BOARD OF TRUSTEES

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 11th day of February 2024

RESOLUTION 2025-BD-CL-REC-MIN-R-2272

**A RESOLUTION AUTHORIZING THE DESTRUCTION OF VERBATIM RECORDINGS
OF CERTAIN CLOSED MEETINGS OF THE VILLAGE BOARD OF TRUSTEES**

WHEREAS, the Open Meetings Act requires the Village to make verbatim recordings of its closed meetings; and

WHEREAS, the Illinois Open Meetings Act, 5 ILCS 120/1 et seq. ("**Act**") permits the Village to destroy the verbatim recordings of its closed meetings 18 months after the completion of the meeting recorded if the Village Board: (i) approves the destruction of the verbatim recordings; and (ii) approves the written minutes of the closed meeting; and

WHEREAS, in accordance with the Act, the Village has maintained verbatim recordings for more than 18 months and has approved the written minutes of all meetings of the Village Board of Trustees that were closed to the public pursuant to the Act; and

WHEREAS, pursuant to Section 2.06(c) of the Act, the President and Board of Trustees have determined that it will serve and be in the best interests of the Village to destroy the verbatim recordings of the closed meetings of the Village Board of Trustees that occurred from April 12, 2022 through July 11, 2023; and

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

Section 1: 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: Destruction of Verbatim Recordings. The President and Board of Trustees shall, and do hereby, authorize and direct the Village Clerk to destroy all verbatim recordings of all closed meetings of the Village Board of Trustees that occurred from April 12, 2022 through July 11, 2023.

Section 3: 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 11th day of February 2025.

Laurence E. Herman
Village President

PASSED THIS 11th day of February 2025.

Ayes: _____

Nays: _____

Absent: _____

ATTEST:

Netasha Scarpiniti
Village Clerk



OAK BROOK
Illinois

ITEM 8.A.1.

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

AGENDA ITEM

Board of Trustees Regular Meeting
of
February 11, 2025

SUBJECT: Fourth Amendment to the Contract providing Mosquito Abatement Services between the Village of Oak Brook and Clarke Environmental Mosquito Management, Inc.

FROM: Tim O'Malley, Public Works Director

BUDGET SOURCE/BUDGET IMPACT: \$55,942.50 is included the FY25 Budget for Mosquito Application in account 312-72200 as well as \$11,850.00 for Mosquito Tablets in account 312-62200. The remainder will come from drainage account 364-62200.

RECOMMENDED MOTION: I move that the Village Board approve Resolution R-2274, waiving competitive bidding and authorizing a fourth amendment to the contract between the Village of Oak Brook with Clarke Environmental Mosquito Management, Inc., Roselle, Illinois, in the amount of \$148,240.00, (\$73,025.00 for FY2025), and (\$75,215.00 for FY2026) for mosquito abatement services, pending final attorney review.

Background/History:

Clarke Environmental Mosquito Management, Inc (Clarke) has been working in the Village since 2011. With only a 3% price increase for 2025, Clarke's services include installation and maintenance of light traps to evaluate adult mosquito activity, inspection and treatment of known and potential breeding sites, staffing a 1-800-mosquito hotline, and Village-wide Ultra-Low Volume aerosol misting for adult mosquito populations. Some of the major reasons staff recommend the approval of the amendment with Clark include:

1. They are the only commercial mosquito treatment company in the area that offers helicopter treatment, which we have used to treat the area's golf courses.
2. They currently have agreements with every community in DuPage County, and they schedule treatments to ensure each community is covered without the worry of missing a border.
3. They sell the Village a proprietary catch basin treatment (Natular) that staff places in the catch basins. Conducting the treatment in-house reduces the Village's monthly cost for mosquito abatement.

4. Although they hold cooperative purchasing contracts with Sourcewell and Suburban Purchasing Cooperative, the price they are offering the Village is lower since we do our own catch basin treatments.
5. With the current supply-chain issues we are seeing within our industry, Clarke will only increase by 3%.
6. Clarke has held the mosquito abatement services contract with the Village for many years and the staff are extremely satisfied.

Recommendation:

Staff recommends that the Village Board approve Resolution R-2274, waiving competitive bidding and authorizing a fourth amendment to the contract between the Village of Oak Brook with Clarke Environmental Mosquito Management, Inc., Roselle, Illinois, in the amount of \$148,240.00, (\$73,025.00 for FY2025), and (\$75,215.00 for FY2026) for mosquito abatement services, pending final attorney review.

Attachments:

1. 2025-PW-MSQTO-ABATE-AG-R-2274
2. 4thAmendMosquitoAbatementBoard

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

RESOLUTION

NUMBER 2025-PW-MSQTO-ABATE-AG-R-2274

A RESOLUTION
TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE THE
FOURTH AMENDMENT TO THE CONTRACT BETWEEN THE
VILLAGE OF OAK BROOK AND CLARKE ENVIRONMENTAL
MOSQUITO MANAGEMENT, INC., OF ROSELLE, ILLINOIS,
FOR MOSQUITO ABATEMENT SERVICES

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 11th day of February 2025

RESOLUTION NO. 2025-PW-MSQTO-ABATE-AG-R-2274

A RESOLUTION
TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE THE FOURTH AMENDMENT TO THE
CONTRACT BETWEEN THE VILLAGE OF OAK BROOK AND CLARKE ENVIRONMENTAL
MOSQUITO MANAGEMENT, INC., OF ROSELLE, ILLINOIS, FOR MOSQUITO ABATEMENT
SERVICES

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, Clarke Environmental Mosquito Management, Inc. ("Company") has been providing mosquito abatement services for the Village since 2011;

WHEREAS, the current term of the existing contract between the Village and Company is soon set to expire and requires amendment to extend the term thereof;

WHEREAS, Staff is recommending approval of the Fourth Amendment to the Contract between the Village of Oak Brook with Clarke Environmental Mosquito Management, Inc., Roselle, Illinois, in the amount of \$148,240.00, (\$73,025.00) for FY2025, and (\$75,215.00) for FY2026 for mosquito abatement services, attached hereto and incorporated herein as Exhibit A (the "Amendment");

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

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

Section One – Recitals

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

Section Two – Approval of Amendment

The President and Board of Trustees hereby approve the Amendment with Company in substantially the same form attached 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 Amendment, 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 Amendment.

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 Amendment 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 Amendment, additionally, the Village is authorized and directed to allocate and spend all necessary funds to fulfill the requirements of the Amendment 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 11th day of February 2025.

Ayes: _____

Nays: _____

Absent: _____

APPROVED THIS 11th day of February 2025.

LAURENCE E. HERMAN,
Village President

ATTEST:

NETASHA SCARPINITI,
Village Clerk

EXHIBIT A

[Amendment]



REVIEW OF CONTRACTS

Awarding Agency:

VOB

Type of Contract:

Prof. Svcs.

Department:

PW

Program/Account Number:

Various Accounts

Awarded Contract Price:

\$148,240 for 2y. extension FY25 \$73,025.00

Budgeted Amount:

CONTRACT AMOUNT

☐ Under \$20,000

☐ \$500,001 - \$1,000,000

☒ \$20,000 - \$500,000

☐ Over \$1,000,000

Res # 2025-PW-MSQTO-ABATE-AG-R-2274

NOTES

4th Amendment to the 2024 Mosquito Abatement Services Contract.

DEPARTMENT DIRECTOR SIGNATURE

Name:

Timothy O'Malley

Date:

1/31/25

INITIAL REVIEWING ATTORNEY SIGNATURE

Name:

MD [Signature]

Date:

1/31/25

APPROVED BY VILLAGE MANAGER

Name:

Date:

FINAL REVIEW AS TO FORM ATTORNEY SIGNATURE

Name:

MD [Signature]

Date:

1/31/25

☐ Three (3) Originals signed by other party

Date/Initials _____

☐ Original provided to staff member for other party

Date/Initials _____

☐ Original provided to Official Files

Date/Initials _____

**FOURTH AMENDMENT TO THE 2014 MOSQUITO
ABATEMENT SERVICES CONTRACT**

THIS AMENDMENT TO THE 2014 MOSQUITO ABATEMENT SERVICES CONTACT ("**Amendment**") executed by the parties April 2014 is made as of _____, 2025 by and between **CLARKE ENVIRONMENTAL MOSQUITO MANAGEMENT, INC. ("Clarke")**, and the **VILLAGE OF OAK BROOK, ILLINOIS ("Village")**.

R E C I T A L S

WHEREAS, Clark and the Village entered into a 2014 Mosquito Abatement Services Contract ("**Contract**"), pursuant to which Clarke agreed to provide to the Village mosquito abatement services, as more fully described in the Contract.

WHEREAS, the term of the Third Amendment ends April 8, 2025.

WHEREAS, the parties desire to extend the term of the Contract for two (2) additional years pursuant to this amendment.

NOW THEREFORE, for and in consideration of the recitals set forth above and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

- A. **Extension of Term.** The Contract is hereby extended for a period commencing April 9, 2025 and ending April 8, 2027 ("**Extension Term**"), unless sooner terminated in accordance with the terms of the contract. The Extension Term shall be on the same terms and conditions contained in the Contract, except as expressly set forth herein.
- B. **Pricing.** Clark's pricing shall be \$73,025.00 from April 9, 2025 – April 8, 2026, and \$75,215.00 from April 9, 2026 – April 8, 2027, for a grand total cost of \$148,240.00, as more fully described in the attached letter. Any new areas added will be at the prorated cost at the time.
- C. **Effect of Amendment.** The Parties acknowledge and agree that this Amendment modifies and amends the Contract and the terms and provisions hereof shall supersede and control over any contrary or conflicting terms and provisions set forth in the Contract. The Contract, as amended by this Amendment, is hereby ratified and remains in full force and effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Clarke and the Village have respectively executed this Amendment to be effective as of the date first above written.

ATTEST:

**CLARKE ENVIRONMENTAL MOSQUITO
MANAGEMENT, INC.**

By: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

ATTEST:

VILLAGE OF OAK BROOK

By: _____
Village Clerk

By: _____
Village Manager

Date: _____



675 Sidwell Court
St. Charles, IL 60174
630.894.2000 • F
630.443.3070 • F
www.clarke.com

Mr. John Temes
Village of Oak Brook
3003 Jorie Blvd.
Oak Brook, IL 60523

Dear Mr. Temes,

Clarke Environmental Mosquito Management, Inc. (Clarke) hereby agrees to continue to provide the professional mosquito control services to the Village of Oak Brook for 2025-2026 seasons in accordance with the terms in effect under 2014 agreement. The price schedule for the 2025 & 2026 program is outlined below.

Year	2025	2026
Annual Price	\$73,025.00	\$75,215.00*

*Pricing for the 2026 season will increase by CPI or 3%, whichever is less. Any new areas or services may be added at the prorated cost in effect at the time.

As your committed partner in mosquito control, we thank you for the opportunity to continue to provide services to the Village of Oak Brook.

If you have questions regarding any aspect of your contract or services, please feel free to contact me at (847)421-9117.

Best Wishes,

Emily Kluger

For the Village of Oak Brook:

Signature/Printed Name

Date



OAK BROOK
Illinois

ITEM 8.A.2.

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

AGENDA ITEM

Board of Trustees Regular Meeting
of
February 11, 2025

SUBJECT: Renewal of Intergovernmental Agreement between the Village of Oak Brook and the Illinois Public Works Mutual Aid Network (IPWMAN) Agreement

FROM: Tim O'Malley, Public Works Director

BUDGET SOURCE/BUDGET IMPACT: \$100.00 is included in account # 311-52400 of the FY2025 Budget.

RECOMMENDED MOTION: I move that the Village Board approve Resolution R-2275, Renewal of IGA between the Village and the Illinois Public Works Mutual Aid Network (IPWMAN) Agreement pending final attorney review.

Background/History:

The Illinois Public Works Mutual Aid Network (IPWMAN) was organized beginning in 2009 to coordinate mutual aid. The system is designed to facilitate all levels of mutual aid from day-to-day non-emergent sharing of resources to major incidents and disasters requiring significant deployment of resources. Since the last revision of the master IPWMAN intergovernmental agreement, IPWMAN has grown exponentially to its current composition of over 400 Illinois member agencies. There is no intent to change the day-to-day and emergency response mutual aid program. There are a few issues which the IPWMAN Board believes should be revised through the approval of the new agreement. Significant changes to the current agreement include:

1. Clarification that mutual aid is not just for emergencies. Currently, members assist each other with provision of equipment and personnel on a day-to-day basis and the new agreement expressly provides authority for this common practice.
2. The current by-laws provide for the governance of IPWMAN by a not-for-profit corporate entity rather than by a board of members without a separate corporation. The Illinois Intergovernmental Corporation Act does not require the formation of a not-for-profit corporation to be the governing body. Revising the IPWMAN's agreement and by-laws to eliminate the corporate entity streamlines the organization and eliminates issues

related to asset ownership, liability and tort immunity.

3. The new agreement provides a revised process for any future amendment. Any member may propose an amendment to the board of directors. If the board approves it, the proposed amendment will be sent to the entire membership 45 days before a general meeting. If at least 60% of the members present approve the amendment, a new intergovernmental agreement will be submitted to all members for the governing boards to approve by resolution.

Recommendation:

Staff recommends that the Village Board approve Resolution R-2275, Renewal of IGA between the Village and Illinois Public Works Mutual Aid Network (IPWMAN) Agreement pending final attorney review.

Attachments:

1. 2025-PW-IGA-MUTAID-R-2275
2. IPWMAN MEMO RE IGA Changes 10-24-2024

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

RESOLUTION

NUMBER 2025-PW-IGA-MUTAID-R-2275

A RESOLUTION
APPROVING AND AUTHORIZING AN INTERGOVERNMENTAL
AGREEMENT BY AND BETWEEN THE VILLAGE OF OAK
BROOK AND ILLINOIS PUBLIC WORKS MUTUAL AID
NETWORK AGREEMENT (IPWMAN)

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 11th day of February 2025

RESOLUTION NO. 2025-PW-IGA-MUTAID-R-2275

A RESOLUTION
APPROVING AND AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BY AND
BETWEEN THE VILLAGE OF OAK BROOK AND ILLINOIS PUBLIC WORKS MUTUAL AID
NETWORK AGREEMENT (IPWMAN)

WHEREAS, the Village of Oak Brook (hereinafter the “Village”) is a municipal corporation with authority granted pursuant to the Illinois Constitution of 1970, to exercise certain powers and perform certain functions pertaining to its local government and affairs;

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance;

WHEREAS, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, 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, the Village and Illinois Public Works Mutual Aid Network Agreement (hereinafter the “IPWMAN”) are units of local government as defined in the Intergovernmental Cooperation Act and within the meaning of the Article VII, Section 10 of the Illinois Constitution;

WHEREAS, IPWMAN represents public works as a member of the Illinois Terrorism Task Force, has a seat at the State Emergency Operations Center, and works with other mutual aid organizations in response to disaster mitigation and would provide invaluable assistance to the Village in the aftermath of such disaster events;

WHEREAS, In April 2024, the Board approved an intergovernmental agreement with IPWMAN for mutual aid in the event of a disaster event;

WHEREAS, At its August 8, 2024, meeting, the Board of Directors of the Illinois Public Works Mutual Aid Network, Inc. voted to approve a revised intergovernmental agreement which will require all members desiring to continue in IPWMAN to approve;

WHEREAS, Staff recommends the Corporate Authorities authorize and approve the Intergovernmental Agreement (the “Agreement”) with IPWMAN for mutual aid in the event of a disaster event, substantially in the form attached hereto and incorporated herein as Exhibit A;

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

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

Section One – Recitals

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

Section Two – Approval

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

Section Four - Other Actions Authorized

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

Section Five - Authorization of Expenditures

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

Section Six - Acts of Village Officials

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

Section Seven – Effective Date

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

Section Eight - Publication

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

Section Nine – Conflict Clause

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

Section Ten – Saving Clause

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

Section Eleven – Recording

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

PASSED THIS 11th day of February 2025.

Ayes: _____

Nays: _____

Absent: _____

APPROVED THIS 11th day of February 2025.

LAURENCE E. HERMAN,
Village President

ATTEST:

NETASHA SCARPINITI,
Village Clerk

EXHIBIT A

Intergovernmental Agreement

To: All Illinois Public Works Mutual Aid Network Member Agencies

From: Mark Doerfler, Executive Director and Karl Ottosen, Attorney

Date: October 24, 2024

Re: Revised Intergovernmental Agreement for Illinois Public Works Mutual Aid Network

At its August 8, 2024, meeting, the Board of Directors of the Illinois Public Works Mutual Aid Network, Inc. voted to approve a revised intergovernmental agreement which will require all members desiring to continue in IPWMAN to approve. On October 23, 2024, the members approved the amendment of the agreement and by-laws.

There is no intent to change the day-to day and emergency response mutual aid program. There are a few issues which the IPWMAN Board believes should be revised through the approval of the new agreement. Significant changes from the current agreement are:

1. Clarification that mutual aid is not just for emergencies. Currently members assist each other with provision of equipment and personnel on a day-to-day basis and the new agreement expressly provides authority for this common practice.
2. The current by-laws provide for governance of IPWMAN by a not-for-profit corporate entity rather than by a board of members without a separate corporation. The Illinois Intergovernmental Corporation Act does not require the formation of a not-for-profit corporation to be the governing body. Revising the IPWMAN's agreement and by-laws to eliminate the corporate entity streamlines the organization and eliminates issues related to asset ownership, liability and tort immunity. All assets of the IPWMAN will be held in the intergovernmental agency's name going forward.
3. The new agreement provides a revised process for any future amendment. Any member may propose an amendment to the board of directors. If the board approves it, the proposed amendment will be sent to the entire membership 45 days before a general meeting. If at least 60% of the members present approve the amendment, a new intergovernmental agreement will be submitted to all members for the governing boards to approve by resolution.

Enclosed are the proposed new intergovernmental agreement, by-laws and draft resolution and ordinance authorizing the agreement. Either a resolution or ordinance may be used to authorize the agreement, with each member to modify for its own use. However, no changes may be made to the intergovernmental agreement and by-laws. If there are any questions regarding the revised agreement, please contact Mr. Doerfler.



OAK BROOK
Illinois

ITEM 8.A.3.

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

AGENDA ITEM

Board of Trustees Regular Meeting
of
February 11, 2025

SUBJECT: Award of Purchase: Golf Maintenance Equipment for One (1) John Deere Compact Utility Tractor with Attachment and One (1) John Deere Turf Gator Turf Gator.

FROM: Art Segura, Sports Core Director
Sean Creed, Golf Course Grounds Superintendent

BUDGET SOURCE/BUDGET IMPACT: \$92,030 is included in the FY25 Budget in Program 834

RECOMMENDED MOTION: I move to approve Resolution R-2276, waiving further bidding since SourceWell has already conducted the bid process, and issue a Purchase Order to Deere & Company of Cary, North Carolina for the purchase of one (1) John Deere Compact 4066R Utility Tractor with Lastec attachment for \$73,743.86, and one (1) Turf Gator HPX 615E for \$18,477.49, less the trade-in allowance of \$8,675.00, for a total purchase cost of \$83,546.35.

Background/History:

Pursuant to the provisions of Section 1-7-10 of the Code of Ordinances and Compiled Statutes, the Village is authorized to join with other governmental units to benefit from cooperative purchasing arrangements.

The John Deere Compact Utility Tractor with Rough Mower attachment will replace a 1990 Yanmar tractor, which has provided over 30 years of service but no longer offers the power required for current day-to-day operations. The rough mower attachment will replace a 2007 model (18 years old) that has exceeded its useful life.

The John Deere Turf Gator will replace a 2017 model that is used daily for course setup and pulling various pieces of equipment. With the purchase of this new Turf Gator, we will scale back from three (3) Turf Gators to two (2), resulting in future savings on maintenance expenses.

Recommendation:

Staff recommends that the Village Board approve Resolution R-2276, a resolution waiving

further bidding since SourceWell has already conducted the bid process, and issue a Purchase Order to Deere & Company of Cary, North Carolina for the purchase of one (1) John Deere Compact 4066R Utility Tractor with Lastec attachment for \$73,743.86, and one (1) Turf Gator HPX 615E for \$18,477.49, less the trade-in allowance of \$8,675.00, for a total purchase cost of \$83,546.35 (\$92,030 budgeted).

Attachments:

1. 2025-SC-GOLF-PG-R-2276 (1)
2. Updated Quote

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

RESOLUTION

NUMBER 2025-SC-GOLF-PG-R-2276

A RESOLUTION
TO WAIVE FURTHER BIDDING AND AUTHORIZE STAFF TO
ISSUE A PURCHASE ORDER TO DEERE & COMPANY OF
CARY, NORTH CAROLINA FOR THE PURCHASE OF ONE (1)
JOHN DEERE COMPACT 4066R UTILITY TRACTOR WITH
LASTEC ATTACHMENT AND ONE (1) TURF GATOR HPX 615E

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 11th day of February 2025

RESOLUTION NO. 2025-SC-GOLF-PG-R-2276

A RESOLUTION
TO WAIVE FURTHER BIDDING AND AUTHORIZE STAFF TO ISSUE A PURCHASE ORDER
TO DEERE & COMPANY OF CARY, NORTH CAROLINA FOR THE PURCHASE OF ONE (1)
JOHN DEERE COMPACT 4066R UTILITY TRACTOR WITH LASTEC ATTACHMENT AND
ONE (1) TURF GATOR HPX 615E

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, Pursuant to the provisions of Section 1-7-10 of the Code of Ordinances and Compiled Statutes, the Village is authorized to join with other governmental units to benefit from cooperative purchasing arrangements;

WHEREAS, the Village desires to replace a 1990 Yanmar tractor, which has provided over 30 years of service but no longer offers the power required for current day-to-day operations, and a 2007 model mower attachment that has reached the end of its useful life with a John Deere Compact Utility Tractor with Rough Mower attachment;

WHEREAS, additionally, the Village desires to purchase a John Deere Turf Gator, to replace a 2017 model used daily at the Golf Course, all pursuant to the SourceWell purchasing cooperative bid processes;

WHEREAS, Deere & Company, (hereinafter referred to as "Company") has prepared a quote for the purchase of one (1) John Deere Compact 4066R Utility Tractor with Lastec attachment for \$73,743.86, and one (1) Turf Gator HPX 615E for \$18,477.49, less the trade-in allowance of \$8,675.00, for a total purchase cost of \$83,546.35, and as further detailed in the Purchase Order, attached hereto and incorporated herein as Exhibit A;

WHEREAS, Staff recommends approval from the Corporate Authorities to approve the Purchase Order with Company for the reasons provided for herein;

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 Purchase Order 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 – Approval

The Corporate Authorities hereby approves the Purchase Order, 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 Purchase Order, substantially in the form attached hereto as Exhibit A, with such changes therein as shall be approved by the Village Attorney and the officials of the Village executing the same, their execution thereof to constitute exclusive evidence of their approval to any and all changes or revisions therein from and after the execution and delivery of such Purchase Order.

Section Four - Other Actions Authorized

The officers, employees and/or agents of the Village shall take all actions necessary or reasonably required to carry out and give effect to the intent of 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 Purchase Order, additionally, the Village is authorized and directed to allocate and spend all necessary funds to fulfill the requirements of the attached Purchase Order.

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 11th day of February 2025.

Ayes: _____

Nays: _____

Absent: _____

APPROVED THIS 11th day of February 2025.

LAURENCE E. HERMAN,
Village President

ATTEST:

NETASHA SCARPINITI,
Village Clerk

EXHIBIT A

[Purchase Order]

Customer:

Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

Vendor: Deere & Company

- ☐ 2000 John Deere Run
Cary, NC 27513

- ☐ Signature on all LOIs and POs with a signature line

- ☐ Contract name or number; or JD Quote ID

- ☐ Sold to street address

- ☐ Ship to street address (no PO box)

- ☐ Bill to contact name and phone number

- ☐ Bill to address

- ☐ Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate)

- ☐ Membership number if required by the contract

For any questions, please contact:

Jason Krage

Revels Turf and Tractor, LLC
180 Corporate Drive
Elgin, IL 60123

Tel: 847-683-4653

Mobile Phone: 847-857-9967

Fax: 847-683-3978

Email: jkrage@revelstractor.com

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.

Quote Id: 32195820

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

Revels Turf and Tractor, LLC
180 Corporate Drive
Elgin, IL 60123
847-683-4653
revtrac@revelstractor.com

Prepared For:

OAK BROOK GOLF CLUB



Proposal For:

Delivering Dealer:

Jason Krage

Revels Turf and Tractor, LLC
180 Corporate Drive
Elgin, IL 60123

847-683-4653
revtrac@revelstractor.com

Quote Prepared By:

Jason Krage
847-857-9967
jkrage@revelstractor.com



ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Revels Turf and Tractor, LLC
180 Corporate Drive
Elgin, IL 60123
847-683-4653
revtrac@revelstractor.com

Quote Summary**Prepared For:**

OAK BROOK GOLF CLUB
2606 YORK RD
OAK BROOK, IL 60523
Business: 630-990-3032

Delivering Dealer:

Revels Turf and Tractor, LLC
Jason Krage
180 Corporate Drive
Elgin, IL 60123
Phone: 847-683-4653
Mobile: 847-857-9967
jkfrage@revelstractor.com

Quote ID: 32195820
Created On: 09 January 2025
Last Modified On: 29 January 2025
Expiration Date: 07 February 2025

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 4066R Compact Utility Tractor (52 PTO hp) Contract: Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70) Price Effective Date: January 9, 2025	\$ 83,494.04	\$ 73,743.86 X	1 =	\$ 73,743.86
JOHN DEERE GATOR™HPX615E (Model Year 2025) Contract: Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70) Price Effective Date: January 28, 2025	\$ 21,485.44	\$ 18,477.49 X	1 =	\$ 18,477.49
Equipment Total				\$ 92,221.35

Trade In Summary	Qty	Each	Extended
2017 JOHN DEERE TX Turf - 1M0TURFJLHM120304 PayOff Total Trade Allowance	1	\$ 1,250.00	\$ 1,250.00 \$ 0.00 \$ 1,250.00
2018 JOHN DEERE 815E - 1M0815EAEJM010452 PayOff Total Trade Allowance	1	\$ 5,525.00	\$ 5,525.00 \$ 0.00 \$ 5,525.00

Salesperson : X _____**Accepted By : X** _____

Confidential

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Revels Turf and Tractor, LLC
180 Corporate Drive
Elgin, IL 60123
847-683-4653
revtrac@revelstractor.com

1990 YANMAR MS 336	1	\$ 1,100.00	\$ 1,100.00
PayOff			\$ 0.00
Total Trade Allowance			\$ 1,100.00

2007 LASTEC 721	1	\$ 800.00	\$ 800.00
PayOff			\$ 0.00
Total Trade Allowance			\$ 800.00

Trade In Total			\$ 8,675.00
-----------------------	--	--	--------------------

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 92,221.35
Trade In	\$ (8,675.00)
SubTotal	\$ 83,546.35
Est. Service Agreement Tax	\$ 0.00
Total	\$ 83,546.35
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 83,546.35

Salesperson : X _____

Accepted By : X _____



ITEM 8.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
February 11, 2025

SUBJECT: Agreement with FLOCK for a Drone as First Responder (DFR) Program

FROM: Brian Strockis, Chief of Police

BUDGET SOURCE/BUDGET IMPACT: Account 342-73950 / \$275,000.00 (\$75,000 in FY25, \$100,000 in FY26, and \$100,000 in FY27)

RECOMMENDED MOTION: I move to approve Resolution R-2277 authorizing the agreement with FLOCK for a Drone as First Responder Program with installation and subscription fees for a total not to exceed \$275,000.00 (\$75,000 in FY25, \$100,000 in FY26, and \$100,000 in FY27).

Background/History:

The Oak Brook Police Department has been a regional leader in technology, which has led to increased public safety and data-driven policing strategies. Drones as First Responders (DFR's) have been effective on the West Coast and Sun Belt and this agreement would make the OBPD the first agency in the Midwest with an operational DFR Program.

Drones as First Responders (DFR's) are stationed autonomous drones that are kept on standby to be launched quickly in order to respond to emergencies and calls for service and provide a live video feed to our Real Time Crime Center and officers in the field. The drone has the capability to fly at 400 feet at speeds up to 52 mph and will likely be first on scene of any reported emergency with the capability of providing real-time intelligence to improve police response, often inside of 45 seconds response time. DFR's can be tied to specific calls for service types and self-deploy to keep officers free to handle the emergent situation. Benefits of the program include faster response times, improved situational awareness, increased safety and new search capabilities including thermal imaging/night vision to help locate missing people or suspects.

Residents will have the ability to view flight patterns of drone deployments for associated calls for service and emergency situations. The DFR housing and equipment will be installed on the rooftop of Fire Station 94 which was identified as an ideal centrally located site having the capability of flying 3.5 miles in any direction. The FLOCK DFR is the only product on the

market with the ability to automatically change batteries in under a minute and to be in the air for longer durations.

As a first-mover in the region, staff was able to negotiate a substantial discount with FLOCK on this 33-month contract with an anticipated go-live date of April 1, 2025.

Recommendation:

Staff recommends approval from the Village Board to authorize the agreement with FLOCK for a Drone as First Responder Program with installation and subscription fees for a total not to exceed \$275,000.00, (\$75,000 in FY25, \$100,000 in FY26, and \$100,000 in FY27) pending final attorney review.

Attachments:

1. DFR Resolution
2. FlockDronePurchSrvs (2) Contract
3. IL - Oak Brook PD - Flock Safety - DFR

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

RESOLUTION
NUMBER 2025-PD-FD-DRONE-R-2277

A RESOLUTION
APPROVING AND AUTHORIZING
THE PURCHASE OF DRONE HARDWARE AND RELATED
SERVICES FROM FLOCK GROUP, INC., FOR A DRONE AS
FIRST RESPONDER PROGRAM

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 11th day of February 2025

RESOLUTION NO. 2025-PD-FD-DRONE-R-2277

A RESOLUTION
APPROVING AND AUTHORIZING
THE PURCHASE OF DRONE HARDWARE AND RELATED SERVICES FROM FLOCK
GROUP, INC., FOR A DRONE AS FIRST RESPONDER PROGRAM

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

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

WHEREAS, the Oak Brook Police Department ("OBPD") has been a regional leader in technology, which has led to increased public safety and data-driven policing strategies.;

WHEREAS, Drones as First Responders ("DFR") have been effective on the West Coast and Sun Belt and the research conducted by Village Staff indicates that utilizing technology including unmanned air support devices, i.e., drones, to assist the Village with responding to and the apprehension of criminals would be an efficient use of resources;

WHEREAS, Flock Group, Inc., (hereinafter referred to as "Company") is an enterprise technologies developer and service company Unmanned Air Support as a Service (UASaaS) Program for DFR Services;

WHEREAS, Company has prepared and submitted a proposal detailing a Drone as First Responder Program with installation and UASaaS subscription fees for a total not to exceed \$275,000.00 (the "Agreement"), a copy of which is attached hereto and incorporated herein as Exhibit A;

WHEREAS, Staff recommends approval from the Corporate Authorities to approve the Agreement with Company for the reasons provided for herein;

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 – 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 – 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 11th day of February 2025.

Ayes: _____

Nays: _____

Absent: _____

APPROVED THIS 11th day of February 2025.

LAURENCE E. HERMAN,
Village President

ATTEST:

NETASHA SCARPINITI,
Village Clerk

EXHIBIT A

[Agreement]

**VILLAGE OF OAK BROOK
PROFESSIONAL SERVICES AGREEMENT**

This **AGREEMENT** is dated as of the ____ day of _____, 2025 ("**Agreement**"), and is by and between the **VILLAGE OF OAK BROOK**, 1200 Oak Brook Road, Oak Brook, Illinois 60523 an Illinois municipal corporation ("**Village**"), and **FLOCK GROUP, INC.**, 1170 Howell Mill Road, Suite 210, Atlanta, Georgia 30318 ("**Consultant**").

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

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

Flock Safety Drone One-Time Purchase and Professional Services as more fully described in the order form submitted by Flock Group, Inc., hereto attached as Exhibit A.

SECTION 2. TIME OF PERFORMANCE. The Consultant shall perform and complete the Services as mutually agreed upon between Village and Consultant ("**Time of Performance**").

SECTION 3. COMPENSATION.

A. Agreement Amount. The total amount billed by the Consultant for the One-Time Purchase and Services under this Agreement shall be ***\$275,000.00 (\$75,000.00 to be paid in 2025, \$100,000.00 in 2026, and \$100,000.00 in 2027)***, including reimbursable expenses, without the prior express written authorization of the Village Manager.

B. Term of Agreement. The initial term of this agreement will be for thirty-three (33) months, and the optional renewal term will be for twenty-four (24) months. The renewal term must be mutually agreed upon. Fees for the renewal term must not exceed the Consumer Price Index (CPI). The Consultant agrees to send the DFR data through an open API with AXON for FUSUS integration of this software for the duration of the contract.

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

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

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

SECTION 4. REPRESENTATIONS OF CONSULTANT. The Consultant represents and certifies that the Services shall be performed in accordance with the standards of professional practice, care, and diligence practiced by recognized consultants in performing services of a similar nature in existence at the Time of Performance. The representations and certifications expressed shall be in addition to any other representations and certifications expressed in this Agreement, or expressed or implied by law, which are hereby reserved unto the Village.

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

SECTION 5. INDEMNIFICATION; INSURANCE; LIABILITY.

A. Indemnification. The Consultant proposes and agrees that the Consultant shall indemnify and save harmless the Village against all damages, liability, claims, losses, and expenses (including attorneys' fee) that may arise, or be alleged to have arisen, out of or in connection with the Consultant's performance of, or failure to perform, the

Services or any part thereof, or any failure to meet the representations and certifications set forth in Section 4 of this Agreement.

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

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

The Village shall not be held liable for any loss, damage, theft, or destruction of the Flock hardware if it is determined the damage to, or system failure of the hardware was a result of the Consultant's negligent initial setup, malfunction of software or hardware outside of the Village's control, or defective product.

SECTION 6. GENERAL PROVISIONS.

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

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

C. No Collusion. The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1

et seq. If at any time it shall be found that the Consultant has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant shall be liable to the Village for all loss or damage that the Village may suffer, and this Agreement shall, at the Village's option, be null and void.

D. Termination. Notwithstanding any other provision hereof, the Village may terminate this Agreement at any time upon 30 days prior written notice to the Consultant. In the event that this Agreement is so terminated, the Consultant shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed.

If the Village is unsuccessful in acquiring the necessary waivers from the FAA, this agreement is immediately terminated without any further obligation of either party.

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

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

G. Certified Payroll. If applicable, Contractor shall, in accordance with Section 5 of the Illinois Prevailing Wage Act, 820 ILCS 130/5, submit to the Village, and upon activation of the database provided by 820 ILCS 130/5.1 to the Department of Labor, on a monthly basis, a certified payroll. The certified payroll shall consist of a complete copy of those records required to be made and kept by the Prevailing Wage Act. The certified payroll shall be accompanied by a statement signed by the Contractor or subcontractor which certifies that: (1) such records are true and accurate; (2) the hourly rate paid is not less than the general prevailing rate of hourly wages required by the Prevailing Wage Act; and (3) Contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class A misdemeanor. A general contractor may rely upon the certification of a lower tier subcontractor, provided that the general contractor does not knowingly rely upon a subcontractor's false certification. Upon seven business days' notice, Contractor and each subcontractor shall make available for inspection and copying at a location within this State during reasonable hours, the records required to be made and kept by the Act to: (i) the Village, its officers and agents; (ii) the Director of Labor and his deputies and agents; and (iii) to federal, State, or local law enforcement agencies and prosecutors.

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

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

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

receipt. Notices and communications to the Village shall be addressed to, and delivered to, the following address:

Village of Oak Brook
1200 Oak Brook Road
Oak Brook, Illinois 60523
Attention: Brian Strockis, Police Chief

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

Flock Group, Inc.
1170 Howell Mill Road
Suite 210
Atlanta, Georgia 30318
Attention: Dan Murdock

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

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

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

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

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

employees and subcontractors of the Consultant to execute a non-disclosure agreement before obtaining access to Confidential Information.

ATTEST:

VILLAGE OF OAK BROOK

By: _____
Netasha Scapiniti, Village Clerk

By: _____
Greg Summers, Village Manager

ATTEST:

FLOCK GROUP, INC.

By: _____

By: _____

Title: _____

Its: _____

EXHIBIT A

(ORDER FORM SUBMITTED BY FLOCK GROUP, INC.)

Flock Safety + IL - Oak Brook PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Dan Murdock
dan.murdock@flocksafety.com
3124153858

flock safety



ORDER FORM

This order form ("Order Form") hereby incorporates and includes the terms of the previously executed agreement (the "Terms") which describe and set forth the general legal terms governing the relationship (collectively, the "Agreement"). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

This additional services Agreement will be effective when this Order Form is executed by both Parties (the "Effective Date")

Customer:	IL - Oak Brook PD	Initial Term:	33 Months
Legal Entity Name:	IL - Oak Brook PD	Renewal Term:	24 Months
Accounts Payable Email:	bstockis@oak-brook.org	Payment Terms:	Net 30
Address:	1200 Oak Brook Rd Oak Brook, Illinois 60523	Billing Frequency:	Annual
		Retention Period:	30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$100,000.00
Flock Safety Drone Hardware and Services			
Flock Safety DFR 2.0 - 400ft	Included	1	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			

Subtotal Invoice 1:	\$75,000.00
Annual Recurring Subtotal:	\$100,000.00
Discounts:	\$569,615.75
Estimated Tax:	\$0.00
Contract Total:	\$275,000.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "Renewal Term") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

Special Terms:

Flock reserves the right to change the fees or applicable charges, not to exceed Consumer Price Index (CPI), and to institute new charges and fees on subsequent terms by providing 60 days' notice prior to the end or such Initial Term or each Renewal Term (as applicable) to the Customer which shall be sent via email.

Billing Schedule

Billing Schedule	Amount (USD)
Invoice 1	
At Contract Signing	\$75,000.00
Annual Recurring after Invoice 1	\$100,000.00
Contract Total	\$275,000.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$0.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$0.00
Flock Safety Drone Hardware and Services	\$569,615.75

Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety DFR 2.0 - 400ft	Drone as First Responder (DFR) 2.0 system, including hardware, software, and services. Hardware includes drone, camera, batteries, battery-swapping dock, and radar unit. Software includes remote piloting, air traffic awareness, spectator view, mobile app, and community engagement dashboard. Services include FAA regulatory services, SOP development, training, and ongoing support.

FlockOS Features & Description

FlockOS Features	Description
------------------	-------------

PRODUCT ADDENDUM

UNMANNED AIR SUPPORT AS A SERVICE (UASaaS) PROGRAM FOR DRONE RESPONSE SERVICES

WHEREAS, Customer has determined that it is in the interests of public safety for it to have the ability to utilize unmanned drones during crisis incidents, public emergencies, and in certain public safety operations, to the extent permitted by law;

WHEREAS, Flock is in the business of providing unmanned drone services (the unmanned drone services shall be considered part of the “**Flock Services**”) and Flock Hardware;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Customer and Flock agree as follows:

1. UNMANNED AIR SUPPORT GENERAL TERMS OF DELIVERY

1.1 Flock Services and Hardware. Flock shall provide access to Customer the Flock Services and related Flock Hardware (the “Flock Hardware”) listed on the Order Form upon the terms and conditions set forth in the Agreement. Flock maintains ownership of all the Flock Hardware. Each year, as specified in the Order Form, the Customer will be provided with a designated number of batteries. Customer may place an order for additional Flock Hardware (e.g., batteries prior to 500 complete charging cycles, hardware damaged due to Customer’s error, additional spares, etc.) at Flock’s then current list price, which will be made available to Customer upon request.

1.2 FAA Regulatory Waivers. Flock will assist Customer in acquiring any required Federal Aviation Administration (“FAA”) regulatory waivers.

1.3 Delivery. Flock shall make the Flock Hardware available to Customer at Customer’s delivery address set forth in the Order Form (“Delivery Point”). If for any reason Customer fails to accept delivery of the Flock Hardware by the date fixed pursuant to Flock’s notice stating that the Flock Hardware is available at the Delivery Point: (i) Customer shall bear the risk of loss to the Flock Hardware; (ii) the Flock Hardware shall be deemed to have been delivered; and (iii) Flock, at its option, may store the Flock Hardware until collected by Customer, whereupon Customer shall be liable for all related costs and expenses (including, without limitation, storage and insurance). Once the Flock Hardware is made available as the Delivery Point, Customer is responsible for any resulting use of the Flock Hardware by all Authorized Users and all third-parties who may gain access to the same.

1.4 Pilot Services. Upon Customer’s request, Flock will make available an employee or independent contractor pilot (each a “Pilot”) to Customer for purposes of operating the Flock Hardware (hereafter the “Pilot Services”) at the pricing set forth in the Order Form. The Pilot Services shall be considered part of the Flock Services. When operating the Flock Hardware, the Pilot shall comply with the reasonable requests of Customer. Such Pilot Services may be used for up to forty (40) hours per week during the Term. Customer’s use of the Pilot Services shall not alleviate any of Customer’s obligations set forth herein. Customer shall provide Pilots with a safe working environment when on Customer’s premises.

2. LOSS AND DAMAGE OF FLOCK HARDWARE

2.1 Customer assumes and shall bear the entire risk of loss, damage to, theft or destruction of, all Flock Hardware. LOSS OR DAMAGE TO THE FLOCK HARDWARE, OR ANY PART OF IT, SHALL NOT RELIEVE CUSTOMER OF ANY OBLIGATION UNDER THE AGREEMENT. Customer’s obligations with respect to this Section shall commence upon delivery of the Flock Hardware.

2.2 Customer agrees to immediately notify Flock of any accident or event of loss or damage involving the Flock Hardware. The notification shall include any information as may be pertinent to Flock's investigation of such accident, loss, or damage, or which Flock may reasonably require.

3. FEES. The Order Form dictates the Flock Hardware, software, personnel, and Flock Services and the entire Flock Services corresponding fees. Customer shall pay the Fees as described on the Order Form.

4. TERM. The term of this Agreement commences on the Effective Date of this Agreement and continues until terminated as provided under this Agreement (the "**Term**"). Each Order Form shall commence and expire and/or terminate according to the terms set forth in such Order Form. On expiration or termination of the Agreement, all licenses provided hereunder by Flock shall immediately expire.

5. FLOCK DRONE IP. Customer Data does not include, and Flock Drone IP (defined herein) expressly includes, any data to the extent processed by, resulting as an output of, or based on the usage of, the Flock Services, Flock Hardware, including, without limitation, data collected by Flock's radar and radio frequency sensors. Such Flock Drone IP shall be Flock's Confidential Information. Flock shall own all rights to (i) any data input into the Flock Services, Flock Hardware by or on behalf of Flock (not including any Customer Data) and (ii) any aggregated and anonymized data extracted or derived from the Flock Services, or use of the Flock Hardware, including all aggregated and anonymized usage data, statistical data, transactional data, metadata, market data, flight logs and flight history, telemetry data and logs, fleet information including drone serial numbers and models, connected device information including radar data concerning the surrounding airspace, and other aggregated and anonymized data collected from user data and files (collectively, "**Flock Drone IP**"). Without limiting the generality of the foregoing, Flock reserves the right to create and market public indexes, analysis or insights created from such data. Customer agrees that it will not share, sell, transfer, or make available any data generated by the Flock Hardware, including all Flock Drone IP to which it may have access, to any third party without the prior express written consent of Flock

SCHEDULE A

SERVICES

Flock makes no warranties regarding the efficacy of the training detailed below.

1. AIRWORTHINESS TRAINING

Flock will make commercially reasonable efforts to provide training for the Customer to maintain the airworthiness of its drones, including compliance-related trainings.

Customer shall be responsible for ensuring that all crew, including pilot in command, visual observer, sensor or payload operator, or other persons necessary for the safe operation of the flight have the qualifications, experience, licenses, and certificates required by applicable FAA regulations and that all have the necessary skill required to perform their duties. After completion of training, Customer will be responsible for maintaining the airworthiness of drones to which Customer is responsible and the ensuring that the respective operations are in line with all applicable laws and regulations.

The training will be conducted via both online and in-person methods, as agreed upon by both parties. The frequency and duration of training will be mutually decided and scheduled to the convenience of the Customer.

2. FLIGHT TRAINING

Flock will assist the Customer in obtaining FAA BVLOS waivers and train the Customer on compliance matters related to such waivers. Flock will start with one deployment location at a time, and work up to the agreed upon number of deployment locations for all UAS. As part of the BVLOS process, Flock will provide training materials to the Customer to certify all employees of the Customers selected as Visual Observers (“VOs”) to help aid in BVLOS operations.

Flock will provide training to officers on how to utilize the Flock IP. This will consist of:

- Showing how to access Flock on their respective internet devices
- Showing how to view a live stream through the application
- Showing how to control the drone using the application
- Showing how to report problems if they come across them on the application

The training will be conducted via both online and in-person methods, as agreed upon by both parties. The frequency and duration of training will be mutually decided and scheduled to the convenience of the Customer.

3. FLOCK HARDWARE TRAINING

There will also be training for the Customer to use the Flock Hardware. This training will consist of:

- Discussing maintenance list for the drone, and how to maintain airworthiness
- Teaching how to fly the drone autonomously using the Flock IP
- Teaching how to fly the drone manually using the remote controller

The training will be conducted via both online and in-person methods, as agreed upon by both parties. The frequency and duration of training will be mutually decided and scheduled to the convenience of the Customer.

4. DEPLOYMENT SUPPORT

Flock will teach the Customer how to dispatch the Flock Hardware using the software for 911 calls.

Only personnel authorized by Customer may have access to the livestream from the drone. They will also be taught on how to use Flock's software to view said stream on any internet-connected device.

Authorized personnel may have access to the Flock IP, which can convey the current status of the drone, and how to tell the drone to conduct additional maneuvers if needed.

All operations must be conducted by a Pilot in Command ("**PIC**"), who is an FAA-certified pilot. Customer will provide the PICs needed to sustain this program.

Flock will assist in drafting a Standard Operating Procedure ("**SOP**") as well as department policies regarding access, deployments, privacy, and community engagement.

Flock will ensure correct implementation of each Flock station and its included Flock Hardware which may or may not include the aircraft, on-prem servers, charging dock installations, radars, and more.

SCHEDULE B

SPECIFICATIONS

Customer must abide by the following standards:

Operational:

- Per FAA regulations, and without the necessary waiver, a minimum of one pilot is required to operate each drone.
- Work with Flock to get BVLOS waivers for the city to fully use Flock's product and services.
- Train members of the city to be VOs so that the Customer can have FAA-compliant and safe BVLOS operations (Flock will provide training material if needed).
- If Customer wants to connect Flock's software to their Computer Aided Dispatch ("**CAD**") system, Customer will provide access to said CAD system at no cost to Flock to location information and other pertinent information about calls-for-service as they are placed.
- Flock will provide their Flock software interface to command the Flock Hardware. Customer must independently access and store any personal information about calls-for-services other than their location and the type of response (police, fire, or EMS) they prompted.

Customer shall be responsible to integrate with CAD software to pull location information and call type information of every call-for-service that the Customer decides the drone should be deployed to, so long as there are no monetary charges to Flock for said integration.

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the previously executed agreement.
The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: IL - Oak Brook PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____



OAK BROOK
Illinois

ITEM 8.A.5.

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

AGENDA ITEM

Board of Trustees Regular Meeting
of
February 11, 2025

SUBJECT: Pool Management Contract

FROM: Art Segura, Sports Core Director

BUDGET SOURCE/BUDGET IMPACT: \$225,000.00 has been allocated in Account 812-77100 of the FY25 Budget for Pool Management Fees

RECOMMENDED MOTION: I move to approve Resolution R-2279, a resolution approving and authorizing the execution of an agreement by and between the Village of Oak Brook and Chicagoland Pool Management Inc. for 2025 Pool Management Services in the amount of \$214,927.00 subject to final attorney review.

Background/History:

Chicagoland Pool Management Inc. (CPM) has overseen lifeguards, maintenance of pool chemicals, operations, and upkeep at Oak Brook Bath & Tennis Pool since 2022. In 2022, CPM was responsible for managing the entire pool operation. In 2023, the Village added Premier Aquatics Inc. to manage pool programming and membership, while CPM continued to handle lifeguards, maintenance of pool chemicals, and upkeep. In 2024, the Village decided to have only CPM manage the pool due to confusion and inefficiencies between the two companies regarding overall operations. This change also resulted in a savings of \$34,604.00.

In 2024, CPM did an excellent job overseeing the entire pool operation, with little to no confusion regarding daily operations. This is further illustrated in the June 4, 2025, IRMA Aquatic Facilities visit, whereupon the inspector wrote in the accompanying report, "I would like to commend the department and its pool management company for thoroughly following up on aquatic facility safety recommendations made during IRMA's 2022 Aquatic Facility Visit."

Staff is recommending to continue with CPM for the 2025 season. In 2024, the cost to have CPM manage the pool was \$201,369.00. The cost for 2025 will be \$214,927.00. The increase in fees is primarily due to the rise in minimum wage and the increased cost of pool chemicals.

Recommendation:

Staff recommends that the Village Board approve Resolution R-2279 approving and authorizing the execution of an agreement by and between the Village of Oak Brook and Chicagoland Pool Management, Inc. for the 2025 Pool Management Services in the amount of \$214,927.00, subject to final attorney review.

Attachments:

1. 2025-R-2279
2. Management Agreement Oak Brook Bath and Tennis 2025 (1)

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

RESOLUTION

NUMBER 2025-SC-CPM-CNTRCT-R-2279

A RESOLUTION
APPROVING AND AUTHORIZING THE EXECUTION OF AN
AGREEMENT BY AND BETWEEN THE VILLAGE OF OAK
BROOK AND CHICAGOLAND POOL MANAGEMENT, LLC FOR
THE 2025 POOL MANAGEMENT SERVICES

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 11th day of February 2025

RESOLUTION NO. 2025-SC-CPM-CNTRCT-R-2279

A RESOLUTION
APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND
BETWEEN THE VILLAGE OF OAK BROOK AND CHICAGOLAND POOL MANAGEMENT, LLC
FOR THE 2025 POOL MANAGEMENT SERVICES

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, Chicagoland Pool Management Inc. ("Company") has overseen operations at Oak Brook Bath & Tennis Pool since 2022 with the term of the existing agreement set to expire and in need of renewal;

WHEREAS, Staff is recommending approval of the Agreement, attached hereto and incorporated herein as Exhibit A (the "Agreement") with Company for the FY2025 pool management services in the amount of \$214,927.00;

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

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

Section One – Recitals

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

Section Two – Approval of Agreement

The President and Board of Trustees hereby approve the Agreement with Company in substantially the same form attached 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, 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 the Agreement and otherwise to consummate the transactions contemplated herein, and shall take all actions necessary in conformity therewith including, without limitation, the execution and delivery of all documents required to be delivered in connection with the transaction contemplated herein.

Section Five - Authorization of Expenditures

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

Section Six – Waiver of Bidding Process

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

Section Seven - Acts of Village Officials

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

Section Eight – Effective Date

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

Section Nine - Publication

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

Section ten – Conflict Clause

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

Section Eleven – Saving Clause

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

Section Twelve – Recording

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

PASSED THIS 11th day of February 2025.

Ayes: _____

Nays: _____

Absent: _____

APPROVED THIS 11th day of February 2025.

LAURENCE E. HERMAN,
Village President

ATTEST:

NETASHA SCARPINITI,
Village Clerk

EXHIBIT A

[Agreement]

SWIMMING POOL MANAGEMENT AGREEMENT

This Agreement, between **Chicagoland Pool Management** (the “Company”) and **Oak Brook Bath and Tennis Club** (the “Customer”), is to provide for the staffing, water chemistry maintenance and cleaning by the Company at the Customer’s pool located at, 800 Oak Brook Rd, Oak Brook IL 60523, in accordance with the specifications, conditions, and terms set forth herein. Company has no duties with regard to pool or facilities other than those explicitly stated herein.

1. **EFFECTIVE DATE**. This Agreement, when executed by both parties hereto, shall become effective on February 1, 2025, for the 2025 Pool Year, extending through October 31, 2025.

About Us

We’re a local company that is part of The Pool Management Group family of companies. From advanced lifeguard training and testing, to our national back up team for key personnel, to industry thought leadership, our customers receive the rewards of a large national company combined with our local expertise.

As a result, we are able to provide high levels of quality, safety and risk reduction.

2. **PERSONNEL**. Company will provide pool staff, including lifeguards, for operation of Customer’s pool. The Company will provide training and testing of the lifeguards working at Customer’s facility that significantly exceed the industry norm.

**Please see Section 5 for more details on personnel.*

3. **INSURANCE/LIABILITY**. The Company will maintain a comprehensive insurance package including General Liability, Professional Liability & Punitive coverage with \$20 million dollar limits. While this is a significant limit, Company asserts it is a requirement and not an extravagance, as pool accident judgments have been awarded for multi-millions.

The Company agrees to maintain, at a minimum, \$20 million liability insurance coverage for the length of this Agreement.

**Please see section 6 for more information on liability insurance*

4. **VALUE ADDED SERVICES.** Service components well beyond the standard pool management services are provided as part of this Agreement.

Value Added Services	Description
Advanced Lifeguard Training	Proprietary training is given to our lifeguards and goes beyond the standard lifeguard training. Training focuses on critical risks and dangers that many pool operators are not even aware of. Topics include advanced scanning techniques, lifeguard distractions, bodies disappearing underwater and more.
On-line Lifeguard Training	Through The Pool Management Group, our advanced training is administered on-line with custom video and audio learning. This proprietary on-line system has testing throughout to ensure lifeguards view and are tested on all material.
Summer Safety Campaign	Posters are placed at facilities (and information posted on-line) as part of our annual pool safety campaign aimed at pool patrons. The safety campaign is designed to increase awareness of pool hazards and prevent drowning.
Body on the Bottom Testing	Proprietary testing is completed at pools throughout the season to enhance lifeguards' ability to identify and save bodies underwater.
National Safety Advisors	Collectively, with The Pool Management Group family of companies, we contract with prominent safety advisors to ensure our water safety standards remain at high levels.
National Back Up Team	In the event of a need, we will utilize back up personnel available through The Pool Management Group. From President to pool technician positions, our team is backed up in the event of injury or other emergency.
National Parts Sourcing	When local parts distributors do not carry a part needed to keep your pool up and running, we will utilize the support team at The Pool Management Group for a nationwide search to find the right part and order it promptly.
Up to Date Information	Through The Pool Management Group, important governmental decisions and water safety developments are monitored so we can provide accurate timely information.
Risk Reduction	Our safety and training standards increase safety and reduce risk at your pool. However, even at the safest pools, accidents can happen, so we carry Professional Liability Insurance with \$20 million of coverage.

5. **PERSONNEL.**

- (a) All Company personnel who will work at the Customer's pool in fulfilling the terms of this Agreement, including all lifeguards, shall be employed solely by the Company and be employees of the Company. No lifeguard shall be engaged by the Company as an "Independent Contractor" to fulfill the terms of this Agreement.
- (b) All lifeguards employed by the Company shall have the minimum standard American Red Cross Basic Lifeguarding Certificates or Lifeguard Training Certificates, or the equivalent, as well as Professional Rescuer CPR, and then shall go through Company's proprietary lifeguard training and testing which provides knowledge and awareness well beyond the industry standard.
- (c) Company is solely responsible for selecting competent and qualified lifeguards for the safe operation of the Customer's swimming pool.
- (d) Personnel will be trained by the Company. Personnel not performing up to the standards of the Customer will be replaced by the Company within **24 hours**.
- (e) Company is responsible for exercising control over the activities performed by the lifeguards. Lifeguards will be supervised by Company management personnel.
- (f) The Company agrees to pay the following for Company's employees, including all lifeguards:
 - Wages
 - Income tax withholdings
 - Social Security withholdings
 - State unemployment insurance
 - Federal unemployment insurance
 - Workmen's Compensation insurance
- (g) Lifeguards shall have the authority to discipline swimmers and any and all other persons within the pool facility within their best judgment and sole discretion consistent with the published and posted rules of the Customer and minimum safety standards as established herein. Customer agrees to support Company's lifeguards in enforcing the rules with Customer's patrons.
- (h) Whereas, Company has responsibility for providing lifeguards, water chemistry maintenance and cleaning of Customer's swimming pool, various Company personnel will be responsible for the following duties:
 - (1) Lifeguarding main pool.
 - (2) Checking water chemistry and recording readings every two (2) hours.
 - (3) Maintaining chemical balance of pool water.

- (4) Vacuuming pool frequently enough that the pool is always clean.
 - (5) Cleaning tiles around pool edge.
 - (6) Backwashing filter system.
 - (7) Checking and recording filter pressure gauge readings and flow meter readings daily. Taking corrective measures as indicated.
 - (8) Cleaning bathhouse throughout the day.
 - (9) Cleaning swimming pool area.
 - (10) Emptying trash.
 - (11) Straightening deck furniture.
 - (12) Replenishing janitorial supplies in bathhouse.
 - (13) Enforcing rules of the Customer for safety and convenience of Customer's members.
 - (14) Assisting Customer in collecting guest fees and monitoring membership, as long as the task does not interfere with lifeguarding.
- (i) Whereas, Company will invest substantial resources to train and convey information concerning operational techniques and management procedures to its employees at Customer's facility and Customer acknowledges that such information and investment is a valuable asset of Company's business, Customer agrees not to hire or consult (without the prior written consent of Company) any employee or former employee of the Company for a period of one year from the date of expiration or cancellation of this agreement.

6. **INSURANCE/LIABILITY**. The Company shall maintain and keep in full force the following coverage:

- (a) **Professional Liability Insurance and General Liability Insurance** in the amount of **\$20,000,000**.
- (b) **Worker's Compensation insurance** covering all persons engaged on behalf of the Company in the performance of the terms of this Agreement.

Company agrees to indemnify and hold Customer, its officers, committees, and agents harmless from and against any claims caused by or arising out of the acts, omissions and/or negligence of the Company or its employees. This indemnity does not require Company to indemnify Customer for Customer's own negligence.

Company agrees to supply copies of the Certificates of Insurance to the Customer verifying the above-mentioned insurance coverage. It is the responsibility of the Customer to provide all other insurance coverage.

Except due to acts of omission or negligence on the part of the Company or its employees, Company assumes no liability for damage or injury to persons or property arising from or caused by Acts of God. Except as to the employees of Company, Company assumes no liability for damage or injury to persons or property arising from or caused by physical or mental incapacity, physical or mental diminution, or intoxication from alcoholic or other substances, whether legal or illegal.

Company shall not be held liable for any damages resulting from faulty equipment, mechanical failure, weather, flooding, or defective workmanship or design by others. Company accepts no responsibility for hydrostatic lifting. Any risks associated with draining the pool shall be solely the Customer's.

The Company shall not be liable or responsible for any injuries or damages that arise at any time that is not within the hours of operation as stated in this Agreement, except for additional hours for which Company is contracted according to the terms of this Agreement.

The Company shall not be held liable for any personal effects of any person or persons utilizing the pool facilities.

The Customer shall maintain and keep in full force and effect the following coverage:

- (a) **Premises Liability Insurance.**
- (b) **Comprehensive General Liability Insurance** in the amount of \$1,000,000.00 each accident and \$1,000,000.00 each person.

7. **OPENING.** Company agrees to make pool "ready to swim" by completing the following services, where applicable:

- (a) Start up equipment.
- (b) Order, store, and inject all necessary chemicals to establish proper levels for:
 - free chlorine
 - total alkalinity
 - pH
 - calcium hardness
 - cyanuric acid
- (c) Vacuum pool.
- (d) Clean pool enclosure area.
- (e) Inspect chemical feeders.
- (f) Inspect all filtration equipment.
- (g) Inspect flow meters, pressure gauges, and valves.
- (h) Mount diving boards, guard chairs, and ladders.

- (i) Inspect and re-supply water testing supplies.
- (j) Inspect underwater lights.
- (k) Perform requisite repair work as needed and authorized by Customer (see "Repair Work").
- (l) Drain and clean pool, if applicable.

PRE-SEASON STAFF MEETING WITH STAFF. At Customer's request, Company's designated Pool Manager shall meet with Customer's representative prior to opening day. The Pool Manager and all lifeguards, as feasible, will meet with Customer's representative.

PRE-SEASON SWIMMING POOL REVIEW MEETING. At the Customer's request, Company will walk-through with a representative of the Customer prior to opening to develop a list of items needed for operation of the pool and to review items identified by the Health Department as deficient from the previous year. Company shall stand ready, at the Customer's request, to perform repairs needed for compliance with Health Department regulations. The cost for any such repairs shall be additional to the price of this Agreement.

MINIMUM FACILITY STANDARDS. Customer agrees and acknowledges that it is the Customer's responsibility to maintain Customer's pool, equipment and associated facilities within established minimum standards. The rules and codes of the local health department having jurisdiction over Customer's pool, the National Electrical Code, and the Virginia Graeme Baker Pool and Spa Safety Act shall be included as minimum standards.

8. **POOL OPERATION.** Company agrees to furnish certified lifeguards and other personnel as contracted herein to operate the pool on the following schedule:

DATES OF OPERATION:

The pool will be open on the following days:

May 24 through September 1

HOURS OF OPERATION:

The pool to be open during the following hours:

	Lap Pool	Wading Pool	Diving Well	Beach
Early season				
May 24 - May 26	10:00 a.m. - 7:00 p.m.	10:00 a.m. - 6:00 p.m.	11:00 a.m. - 7:00 p.m.	12:00 p.m. - 6:00 p.m.
May 27 – May 30	4:00 p.m. - 8:00 p.m.	4:00 p.m. - 8:00 p.m.	4:00 p.m. - 8:00 p.m.	4:00 p.m. - 6:00 p.m.
Regular Season				
May 31-August 10				
Monday - Friday	12:00 p.m. - 8:00 p.m.	10:00 a.m. - 6:00 p.m.	12:00 p.m. - 8:00 p.m.	12:00 p.m. - 6:00 p.m.
Saturday - Sunday	10:00 a.m. - 8:00 p.m.	10:00 a.m. - 6:00 p.m.	10:00 a.m. - 8:00 p.m.	12:00 p.m. - 6:00 p.m.
Exception				
4-Jul	10:00 a.m. - 5:00 p.m.	10:00 a.m. - 5:00 p.m.	10:00 a.m. - 5:00 p.m.	Closed
Late Season				
August 11- August 31				
Monday-Friday	4:00 p.m. - 7:00 p.m.	4:00 p.m. - 7:00 p.m.	4:00 p.m. - 7:00 p.m.	4:00 p.m. - 6:00 p.m.
Saturday-Sunday	10:00 a.m. - 7:00 p.m.	10:00 a.m. - 6:00 p.m.	10:00 a.m. - 7:00 p.m.	12:00 p.m. - 6:00 p.m.
Labor Day Sept 1	10:00 a.m. - 7:00 p.m.	10:00 a.m. - 6:00 p.m.	10:00 a.m. - 7:00 p.m.	12:00 p.m. - 6:00 p.m.
Lap Swim June 2 - August 8				
Monday-Friday	7:00 a.m.- 9:00 a.m.		7:00 a.m.-9:00 a.m.	
Programing June 2- August 8				
Monday -Friday	7:15 a.m. -12:00 p.m.		7:15 a.m. - 12:00 p.m.	

Swim Team Practice: 9:00 a.m. – 11:30 a.m. and 4:45 p.m. – 5:45 p.m. through the 3rd week in July.

Swim Lessons: 8:00 p.m. to 1:00 p.m. through the 3rd week in July.

Fluid Running Schedule: 8:00 a.m. to 9:00 a.m. on Monday, Wednesday, Friday June 4 to August 9, 2025.

****Chicagoland Pool Management Staff** to assist Oak Brook Employees with special event and Obstacle course set-up. No additional staffing is included in the contract for this and can be added as needed with both parties in agreement. Obstacle course to be set up on scheduled dates that are agreed upon by both parties.

STAFFING:

- One (1) Manager or Assistant Manager will be on duty during all hours of operation specified in this Agreement. The Manager will not be assigned duties as a lifeguard unless unusual circumstances present themselves. The Assistant Manager, when functioning as the Manager, will not be assigned duties as a lifeguard unless unusual circumstances present themselves. The Assistant Manager will be assigned as a lifeguard only during the times of operation when the Manager is on duty.

- Five (5) Lifeguards will be provided during the normal hours of operation to guard the lap pool, wading pool, and diving well.
- Three (3) Lifeguard will be provided from 7:00 a.m. to 12:00 p.m. on days when Lap Swim and Programing is occurring. There will be no programing on July 4.
- One (1) Attendant will be provided for the beach during hours of operation.
- One (1) Attendant will be provided for the front desk during pool hours of operation.

Customer agrees to indemnify and hold Company harmless for any claims arising from the use of the pool(s) other than during those times specified above, except when such claims are the result of acts of omission or negligence of the Company.

On days when attendance at the pool is very low, Company may reduce the number of lifeguards on duty to as few as Three.

Company shall be excused from providing staff on the schedule above upon the occurrence of any circumstance beyond its control to the extent that such circumstance makes it impossible to provide swimming pool staffing at the level detailed above, and in such circumstance Company and Customer shall work together to establish a new staffing schedule based on available staff. In such circumstance Company shall reimburse Customer for staffing hours that are not provided.

SAFETY BREAK. Once every hour the pool will be completely cleared for a period of ten minutes. During this break, lifeguards will not be on duty, the pool will be closed, no one may use the pool and the lifeguards shall not be responsible for supervising the pool.

VANDALISM. Additional reasonable charges for cleanup required as the result of vandalism, and approved by the Customer, shall be paid by the Customer to the Company. Any vandalism shall be reported to the Customer's designated representative immediately upon discovery.

SUPERVISION. Company management personnel will inspect the pool at least two times each week during the full-time operation of the pool. Additional inspections and/or visits to the pool will be made by Company's management personnel as needed in order to assure Customer's satisfaction.

POST CLOSING DAY STAFFING. At the request of the Customer, the Company may, if staff is available, staff and maintain the pool and provide all necessary services to allow swimming with a Lifeguard on duty after the last day of operation specified above (Closing Day). The Customer will notify Company at least two (2) weeks in advance concerning post-Closing Day openings. The cost for post-Closing Day operation shall be billed to the Customer at the prevailing rate, which may change from year to year. The current cost is \$55.00 for each day (including days the pool is closed) from Closing Day through the final day the pool is open for swimming, plus \$29.00 per Lifeguard hour for time worked on or before September 18. The cost for Lifeguard hours worked after September 18 is currently \$29.00 per Lifeguard hour. Amount shall be payable to the Company on the initial day of post-Closing Day operation. This cost is to be extra to the contract in addition to the fees as provided hereinafter.

UNSUITABLE WEATHER. On rainy days, if the weather is still unsuitable for swimming at 6:00 p.m., the pool will be closed for the day. Additionally, if the weather is unsuitable for swimming before 6:00 p.m., the pool will be closed, with no refund due to the Customer. Weather unsuitable for swimming includes:

- (a) air temperature at or below 68 degrees Fahrenheit
- (b) heavy rain
- (c) severe weather

Company will work with Customer to reopen pool if weather becomes suitable for swimming early enough in the day.

AFTER-HOURS EVENTS. The Company will provide lifeguards for after-hours events subject to the following:

Lifeguard hours provided by the Company, other than those specified in this Agreement, shall be billed to the Customer at the prevailing rate.

Company shall provide no lifeguard beyond the hour of 11:00 PM.

For after-hours events, the Customer is not required to use Company lifeguards; however, Customer assumes full responsibility and liability for the pool in the event any individuals are within the pool area when the Company lifeguards are not scheduled to work. Customer agrees to indemnify and hold Company harmless for any and all claims for damages or injuries, or both arising from the use of the pool during hours other than those specified in this Agreement unless Company's lifeguards have been scheduled according to the policies set forth herein.

For after-hours events, for which the Company is to provide lifeguards, the Customer is responsible for giving the Company seven (7) days' prior written notice as to:

- (a) The time and date of the event.
- (b) The number of people who are scheduled to attend.
- (c) The general age group of the people scheduled to attend.
- (d) Whether alcoholic beverages will be permitted at the event.
- (e) Any special admission instructions.

The following scale shall be used to determine the number of lifeguards required at an after-hours event:

<u>Number of People Expected</u>	<u>Number of Lifeguards Required</u>
<u>At Pool</u>	
1 to 25	5
26 to 50	5
51 to 75	5

76 to 100

5

101 or more

5, plus one (1) more for each additional 25 people or portion thereof. Example: 153 attendees would require 7 lifeguards.

One additional lifeguard shall be required for any teenage event, college age event, or for any event involving alcoholic beverages. Customer agrees to provide one adult chaperone for each ten (10) people at a teenage or college age event. The Company will not schedule lifeguards for any fraternity parties.

Billing shall include any time spent cleaning up after use by any special group or party. The Customer shall make payment of fees to the Company within ten (10) days after billing by Company.

9a. **WADING POOL.** Company is providing a lifeguard for the wading pool. Company agrees to clean the wading pool, maintain water chemistry and backwashing filter.

9b. **DIVING POOL.** Company is providing a lifeguard for the Diving Pool. Company agrees to clean the diving pool, maintain water chemistry and backwashing filter.

9c. **BEACH.** Company has no duties with regard to the Beach other than cleaning the beach area. Company will provide attendant only.

10. **CLOSING.** The pool will be considered closed to swimmers at end of the day on the last day of operation as specified in Section 8 and Company will close the pool as soon after that date as Company deems possible. The Company will complete the following services, where applicable:

- (a) Pump pool water to correct level.
- (b) Prepare pool and pool plumbing lines for freeze protection; Company agrees to use common and accepted winterization techniques. Company will repair any freeze damage at Company's expense, with the exception of damage due to circumstances beyond the Company's control. If a contractor is to be selected to complete a repair under this warranty, only the Company has the right to choose a contractor.
- (c) Add anti-freeze to appropriate fixtures.
- (d) Drain pumps and hair/lint strainer.
- (e) Backwash and drain filter tanks.
- (f) Open all valves to appropriate settings.
- (g) Remove and store skimmer parts.
- (h) Remove and store all movable ladders, lifeguard chairs, and diving boards when required for closing pool.
- (i) Clean chemical feeders.

- (j) Drain and store hoses.
- (k) Lubricate filter system valves.
- (l) Add winterization chemicals to pool.
- (m) Install Customer's cover, if applicable.

11. **WATER QUALITY**. Company will be responsible for maintaining the following chemical levels of the swimming pool water within the tolerances of the local health department while pool is open to swimmers:

Free Chlorine	1.0 to 4.5 PPM
pH	7.2 to 7.8
Total Alkalinity	80 to 120 PPM
Calcium Hardness	200 to 300 PPM
Chlorine Stabilizer	less than 100 PPM

At no time will the water chemistry cause a failure of permission to operate the pool granted by the local health department. In the event the local health department revokes permission to operate the pool due to improper water chemistry, Customer shall be entitled to a partial refund of the contract price set forth herein computed by the following formula:

Number of days closed times the average daily portion of the contract price (total price divided by number of days pool is to be in operation as determined by this Agreement).

All of the foregoing notwithstanding however, the Company shall be excused from maintaining water quality as established herein and the Customer shall be entitled to no refund in the event of any Act of God, repairs, interference by Customer, together with any and all other reasons beyond the control of Company.

Any work performed by Company shall be subject to the conditions in the "Repair Work" provision of this Agreement.

12. **REPAIR WORK**. During the term of this Agreement, the Company recommends compliance with the Virginia Graeme Baker Pool and Spa Safety Act. The Company also recommends that Customer have its pool inspected annually by a licensed electrician and have all recommended electrical repairs completed by the inspecting electrician. During the term of this Agreement, the Company stands ready to perform any other installations or repairs needed to preserve Customer's pool aesthetics and/or to comply with State, Federal or local regulations, but Customer shall have the option of using its chosen contractor to perform any recommended repairs. The Customer agrees to indemnify, defend, and hold the Company harmless from all claims, injuries, damages, attorney's fees, and defense costs arising out of 1) repairs or renovations performed by any entity other than the Company, or 2) the failure to complete a) repair(s) or installations

needed to comply with State, Federal or local regulations, or b) the above-described annual electrical inspection and recommended repair(s).

Work will be billed as follows:

- (a) Any repairs required as the result of error or negligence by Company shall be paid for by Company with no cost to Customer. Additionally, Company shall reimburse Customer for volume of water lost as a result of error or negligence.
- (b) Company will perform minor repairs to the pool and recirculation system, as part of the service provided; however, the Customer shall pay for parts and/or materials.
- (c) For repair work or necessary equipment wherein the cost does not exceed \$350.00, the Company shall bill Customer.
- (d) Any work or equipment in excess of \$350.00 to be provided by the Company or Company's subcontractors will be provided and billed to Customer. Such work or equipment shall be provided only upon the authorization of the designated representative of Customer, or in the event the Customer elects not to have such work performed or equipment provided, Company may cancel this Agreement if said election interferes with the Company's ability to carry out its responsibilities under this Agreement.

13. CHEMICALS AND SUPPLIES.

Company agrees to supply, at its expense:

- (a) Chlorine and pH control chemicals throughout the period of this agreement.
- (c) Customer shall be responsible for providing, at no cost to Company, other equipment such as:

Water hoses	Life hooks
Pool vacuum heads	Trash receptacles
Pool poles	Water test kit
Pool vacuum hoses	Test kit reagents
Leaf eater	First Aid Kit
Rescue tubes	First Aid supplies
Ring buoys	Pool rules signs
Soap	Disinfectant
Paper towels	Deodorizer
Toilet tissue	Trash can liners
Glass cleaner	

For Customer's convenience and for the efficient operation of the pool, Company will provide and invoice Customer for any of the items listed above that are not at the pool. Customer agrees to pay invoices for said supplies within thirty (30) days after invoicing.

- (d) Additional chemicals or labor. If additional chemicals or labor are required to maintain or correct pool water chemistry due to a failure or breakdown of Customer's equipment, or loss of water due (leak) to a defect in Customer's pool or recirculation system, Company shall notify Customer of such breakdown or defect, and if Customer elects not to remedy problem within seven (7) days of notice, Customer shall pay as an additional charge the reasonable expense of all said additional chemicals and/or labor. Amount owed for chemicals and/or labor shall be paid by Customer within ten (10) days after invoicing by Company.

14. **OFF-SEASON SERVICE**. Off-Season Service is not part of this agreement.

15. **INSTRUCTIONS**. Swimming instruction and programming to be provided by customer.

16. **COMPANY'S INDEPENDENT CONTRACTOR STATUS**. Company is, and at all times shall be deemed to be, an independent contractor in the performance of services under this agreement. Company and its representatives are not, and shall not be considered or permitted to be, employees, agents, servants, joint venturers or partners of Customer.

17. **ACCESS AND UTILITIES**. The Customer will permit and maintain free access to the pool site and, upon signing Agreement, Customer will provide six (6) sets of keys to Company to open any and all locks required to operate the pool. Company shall keep and safeguard keys and release keys only to authorized personnel. Keys shall be returned to Customer in the event of termination of this Agreement.

Customer further agrees to furnish without cost to Company:

- (a) Water.
- (b) Electricity.
- (c) 110 volt electrical outlet in pump room.
- (d) Garbage pick-up service.
- (e) Lifeguard stand(s) and umbrella(s) for lifeguard stand(s).
- (f) Telephone.
- (g) A secure and cooperative working environment at Customer's pool.

18. **TELEPHONE**. Customer shall be responsible for providing an operational telephone (not a pay phone) accessible to Company's lifeguards at pool site. Consistent with health department regulations and for the safety of pool patrons the pool will only be open when the pool telephone is operational.

19. **EMERGENCY CLOSING OF POOL.** The Customer and/or Company may close the pool in an emergency situation, whether the emergency be caused by breakdown of equipment, or by other causes outside of the Company's control; this shall not require any change or adjustment in any of the provisions of this Agreement. Should a time lapse of more than five (5) days be necessary to perform repairs and/or restore pool to normal operations, the Company shall refund fifty percent (50%) of the daily operating cost from the fifth day on a pro-rated basis. For purposes of this section, the daily operating cost is to be computed at one percent (1%) of the total contract cost until such time as the pool is reopened for normal operation. If the pool is not reopened for normal operation within thirty (30) days, Customer may cancel this Agreement by written notice to Company.

20. **CANCELLATION.** The Customer shall have the right to cancel this Agreement based on Company's non-performance of duties and responsibilities as follows:

- (a) Customer shall notify Company by certified mail of any problem regarding performance as detailed in this Agreement. Company shall have 48 hours following notification to remedy stated violation of contract.
- (b) If Company fails to remedy violation and continues to not perform as detailed in this Agreement; Customer may terminate Agreement by providing five (5) days' written notice to Company by certified mail.
- (c) In the event that Customer terminates this Agreement by the procedure stated above, the Customer shall either be entitled to a refund for money paid in advance or shall be responsible for a balance owed to the Company. Refund to be computed as follows:

A daily portion of the contract price shall be computed by dividing the total contract price by the number of days pool was to be open to members as determined by this Agreement. This daily price shall be multiplied by the number of days pool was operated under this Agreement. That amount shall be subtracted from the total amount of contract price paid to Company by Customer as of termination date. The resulting figures shall either be the refund to which the Customer is entitled or remaining balance owed to Company.

- (d) Refund or balance owed shall be paid within five (5) business days after termination.

21. **MISCELLANEOUS.**

- (a) The Company may display a sign on the pool premises designating the responsibility to the Company for the quality of the pool and the performance of the pool staff.

22. **PROPOSAL EXPIRATION OPTION**. This contract is voidable at the Company's option if not executed by the Customer and returned to the Company by February 21, 2025.

23. **PAYMENTS**. The Company hereby proposes to perform the work and services set forth above for the price of **\$214,927.00**, upon the specifications, conditions and terms as set forth herein. Payments by Customer to Company shall be made in accordance with the following schedule:

- | | | |
|-----|---|-------------|
| (a) | One percent (1%) upon signing of Agreement
or the annual renewal date of this Agreement. | \$2,149.00 |
| (b) | Nine percent (9%) on or before February 1
of each year. | \$19,343.00 |
| (c) | Fifteen percent (15%) on or before May 1
of each year. | \$32,239.00 |
| (d) | Twenty-four percent (24%) on or before June 1
of each year. | \$51,582.00 |
| (e) | Twenty-six percent (26%) on or before July 1
of each year. | \$55,881.00 |
| (f) | Twenty percent (20%) on or before August 1
of each year. | \$42,985.00 |
| (g) | Five percent (5%) on or before September 10
of each year. | \$10,746.00 |

<u>TOTAL:</u>	<u>\$214,927.00</u>
----------------------	----------------------------

Payments are due as indicated above. All payments as specified above, not made on or before ten (10) days after the due date shall be subject to delinquent payment fees of 1% per month, or any part of a month, of the amount due or any portion thereof. Payments for repairs, equipment or labor, not made on or before thirty (30) days after the due date shall be subject to delinquent payment fees of 1% per month, or any part of a month, of the amount due or any portion thereof. In the event payments are not received within ten (10) days from the due date for contract payments, and thirty (30) days from the due date for other payments, the Company shall have the right, at its option, and within its sole discretion to suspend, until all overdue payments are received, or terminate its services under this Agreement and in either case to withdraw and remove all personnel from Customer's pool facilities without any further or additional notice to Customer. During a period of suspension or after termination, control of the pool and premises will be surrendered to the Customer and, if operated, it is at the Customer's sole risk and liability. Customer agrees to indemnify and hold Company harmless for any claims arising from the use of the pool(s) during a period of suspension or after termination due to payment(s) not being received on time. Any such suspension or termination notwithstanding, Customer shall be fully responsible for all payments provided herein.

In the event that Company elects to pursue collection of any amounts due under this Agreement, Customer shall pay all said amounts, together with interest at the rate of 12% per annum from the date the same became due, together with any and all cost of collection, including and together with any and all reasonable litigation expenses, including reasonable attorneys fees.

24. CUSTOMER CONTACTS:

PRIMARY CONTACT:

Name _____

Title or Position: _____

Street _____

City _____ State _____ Zip _____

Telephone () _____

Email: _____

PRESIDENT:

Name _____

Street _____

City _____ State _____ Zip _____

Telephone () _____

Email: _____

TREASURER:

Name _____

Street _____

City _____ State _____ Zip _____

Telephone () _____

Email: _____

BILLING ADDRESS:

Name _____

Street _____

City _____ State _____ Zip _____

FACILITY INFORMATION:

Name _____

Street _____

City _____ State _____ Zip _____

Telephone () _____

25. **EXTENSION OF CONTRACT.** This Agreement shall automatically renew on the same terms and conditions herein at the contract amount in effect for the immediate preceding year, plus an amount not to exceed 10% thereof, at the sole option of Company. In the event that Customer desires not to renew and extend this Agreement as provided herein, Customer shall provide Company with written notice thereof on or before October 31 of the current year. In the event Company desires not renew and extend this Agreement, Company shall provide Customer with written notice thereof on or before November 1 of the current year.

26. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Illinois.

27. **STRICT COMPLIANCE.** No failure of Company to exercise any power or right granted hereunder or to insist upon strict compliance by Customer with its obligations and duty hereunder shall constitute a waiver of Company's right to demand strict compliance with the provisions hereof at any time.

28. **TIME OF ESSENCE.** Time is of the essence of this Agreement.

29. **ENTIRE AGREEMENT, MODIFICATION, BINDING EFFECT.** This Agreement constitutes the entire agreement of the parties and supersedes any prior agreements, understandings or negotiations, written or oral. This Agreement may not be modified or amended except in writing, signed by both parties hereto. This Agreement shall be binding upon and enure to the benefit of the Customer and Company and to their respective heirs, successors and assigns.

30. **RIGHTS CUMULATIVE.** All rights and powers under this Agreement shall be cumulative and, except as otherwise provided herein, shall be in addition to any and all other provided at law or in equity.

31. **EXTENSIONS.** Unless other agreed to by Customer and Company in writing, the terms of this Agreement shall apply to all extensions and renewals hereof.

32. **SEVERABILITY.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

33. **ATTORNEYS FEES.** In the event of any legal proceeding or arbitration between the parties, each party shall be responsible for paying its own attorney's fees.

34. **COMPANY'S OPTION IN THE EVENT OF CHANGE IN LAWS.** If there is a change in local, state, or federal law concerning any cost aspect relating to this proposal, the company may present a new contract amount to Customer, which new Contract shall supersede and replace this Agreement. Customer shall have 30 days from the date of receipt of the new contract in which to accept or reject the new contract. In the event the Customer elects to reject the new contract, this contract may be terminated at the sole option of the company.

35. **COMPANY'S OPTION IN THE EVENT OF INCREASE IN COSTS**. If there is an increase of fifteen percent (15%) or more in any cost aspect (including necessary increases in wages paid to pool staff) relating to this Agreement, Company may present to Customer a reasonable increase in the price of this Agreement based solely on Company's additional cost of providing the services provided for herein. Customer may, at its sole option, choose to refuse to pay an increase in price. In the event the Customer elects not to pay the increase, this contract may be terminated with 10 days written notice to Customer at the sole option of the company.

36. **ACCEPTANCE**. Acceptance of this Agreement by Customer and Company through signatures below will constitute a contract entered into in accordance with the specifications, terms and conditions and addenda attached hereto.

Chicagoland Pool Management

By: _____

Officer

Oak Brook Bath and Tennis Club

By: _____

Title of Officer: _____

Attest: _____

Title of Officer: _____

Date: _____



OAK BROOK
Illinois

ITEM 8.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
February 11, 2025

SUBJECT: Golf Driving Range Structure

FROM: Art Segura, Sports Core Director

BUDGET SOURCE/BUDGET IMPACT: \$325,000 is included in the FY2025 Budget, in account #831-90400.

RECOMMENDED MOTION: I move that the Village Board approve Resolution R-2280, a Resolution waiving the formal bidding process since staff already received quotes from qualified vendors for the Construction of the Golf Course Driving Range Structure, and award a contract to Cover The Tees, Oviedo, Fl., in the amount of \$320,680.20, pending final attorney review and approval.

Background/History:

The Oak Brook Golf Club Driving Range has experienced significant growth and increased demand over the past three years. To enhance the customer experience in 2024, the Golf Club upgraded the ball dispenser, making it more convenient for patrons to purchase buckets of balls. However, this increased usage has led to accelerated wear on the grass, making it difficult to keep up with maintenance and allowing sufficient time for regrowth. As a result, many areas have been reduced to dirt, prompting concerns from patrons. Additionally, we have received multiple requests to extend the range's hours of operation. Unfortunately, we are unable to accommodate these requests due to the lack of lighting and the challenges in maintaining a suitable grass surface. Demand for the range is expected to increase even further this year with the closure of the Fresh Meadows Driving Range.

In response to these challenges, staff is proposing the installation of a new hitting bay structure to meet the growing demand at the driving range. By incorporating a mat surface covered structure, we can alternate from grass to mats, allowing the grass more time to regenerate. This solution would also allow staff to extend the driving range's operating hours and season. Staff anticipates a significant revenue boost, with projections demonstrating an additional \$150,000 annually along with increased food and beverage sales with the tables that will be added. Staff anticipates a return on investment within three to four years.

As part of the Village's ongoing efforts to enhance the golfing experience and facility amenities, staff solicited proposals for the construction and installation of a twenty-two (22) golf bay structure. The scope of the project includes exterior lighting, individual bay heaters, golf bay dividers, and golf mats to ensure extended season usability, lower maintenance costs for grass replenishment, extended driving range hours, and an improved player experience.

After a thorough evaluation of the submitted proposals, staff is recommending Cover The Tees be selected as the preferred contractor for this project. Their proposal represents the best overall value, combining competitive pricing, extensive industry experience, and the ability to meet project specifications and timelines.

While Cover the Tees submitted the second-lowest bid, staff is recommending them over Cover Shots (the lowest bidder) due to concerns about long-term maintenance and aesthetics. The Cover Shots structure is mounted on wheels, allowing it to be moved, but it is constructed from tarp material that would require replacement every few years. Additionally, its appearance is not appropriate for the Golf Club, and it is not able to house the bay dividers necessary to stop errant golf balls from traveling from one bay to another (a liability concern), additional golf mats would still be required above and beyond their proposal, and Cover Shots is unable to meet our time requirement, missing an entire season of use. In contrast, the Cover the Tees structure is a permanent structure made of durable aluminum, includes all desired features, can be delivered the soonest, and designed to last over 30 years with little to no maintenance making it the superior long-term investment.

Proposals Pricing and Information:

	Price	Lighting Inside	Lighting Field	Heaters	Bay Dividers	Golf Mats	Time Line
Cover the Tees	\$320,680.20	x	x	x	x	x	2-3 Months
Cover Shots Golf	\$271,717.00	x	x	x			8-10 Months
Studio GC	\$1,625,516	x		x			6-8 Months

Recommendation:

Staff recommends that the Village Board approve Resolution R-2280, a Resolution waiving the formal bidding process since staff already received quotes from qualified vendors for the Construction of the Golf Course Driving Range Structure, and award a contract to Cover The Tees, Oviedo, FL, in the amount of \$320,680.20, pending final attorney review and approval.

Attachments:

1. 2025-R-2280 Golf Range
2. COVER THE TEES - Oak Brook Golf Club - 22 Bays (230' x 20')
3. 2post 22bay with 10ft pass through (2)

4. Cover The Tees IMG_3103
5. Cover The TeesIMG_3101
6. Est_2606_from_CoverShots Canopies_International_LLC_17084 (2) (1)
7. Cover Shots Image 1
8. Cover Shots Image 2
9. Cover Shots Image 3
10. Studio GC - Range Proposal
11. Studio GC image 1
12. Studio GC image 2
13. Studio GC image 3

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

RESOLUTION
NUMBER 2025-SC-GOLF-R-2280

A RESOLUTION
TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE THE
EXECUTION OF AN AGREEMENT WITH COVER THE TEES,
OF OVIEDO, FL., FOR THE CONSTRUCTION OF THE GOLF
COURSE DRIVING RANGE STRUCTURE

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 11th day of February 2025

RESOLUTION NO. 2025-SC-GOLF-R-2280

A RESOLUTION
TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE THE EXECUTION OF AN
AGREEMENT WITH COVER THE TEES, OF OVIEDO, FL., FOR THE CONSTRUCTION OF
THE GOLF COURSE DRIVING RANGE STRUCTURE PROJECT

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

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

WHEREAS, The Oak Brook Golf Club Driving Range has experienced significant growth and increased demand over the past three years;

WHEREAS, to enhance the customer experience further, Staff is proposing the installation of a new hitting bay structure to meet the growing demand at the driving range, which would allow the grass more time to regenerate and would also allow extended driving range seasonal operating hours, ultimately increasing revenues;

WHEREAS, Staff solicited proposals for the construction and installation of twenty-two (22) golf bay structures, the scope of the project included exterior lighting, individual bay heaters, golf bay dividers, and golf mats to ensure year-round usability, lower maintenance costs for grass replenishment, extended driving range hours (the "Project");

WHEREAS, after carefully evaluating the submitted proposals, Cover the Tees ("Company") was selected as the preferred contractor for this Project, as they provided the best overall value, with competitive pricing, extensive industry experience, and the ability to meet project specifications and timelines;

WHEREAS, Staff is recommending approval of the Agreement, attached hereto and incorporated herein as Exhibit A (the "Agreement") with Company for the Project in the amount of \$320,680.20;

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

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

Section One – Recitals

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

Section Two – Approval of Agreement

The President and Board of Trustees hereby approve the Agreement with Company in substantially the same form attached 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, 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 the Agreement and otherwise to consummate the transactions contemplated herein, and shall take all actions necessary in conformity therewith including, without limitation, the execution and delivery of all documents required to be delivered in connection with the transaction contemplated herein.

Section Five - Authorization of Expenditures

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

Section Six – Waiver of Bidding Process

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

Section Seven - Acts of Village Officials

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

Section Eight – Effective Date

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

Section Nine - Publication

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

Section ten – Conflict Clause

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

Section Eleven – Saving Clause

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

Section Twelve – Recording

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

PASSED THIS 11th day of February 2025.

Ayes: _____

Nays: _____

Absent: _____

APPROVED THIS 11th day of February 2025.

LAURENCE E. HERMAN,
Village President

ATTEST:

NETASHA SCARPINITI,
Village Clerk

EXHIBIT A

[Agreement]



**1713 Kennedy Pt. Suite 1001
Oviedo, FL
32765**

Proposal

Job: Oak Brook Golf Club - 22 Bays (20')
Date: 2/4/2025
Attn: Art Segura
Phone: 630-235-4057
Email: Asegura@oak-breook.org
Job ID: OBGC082024

Mr. Segura,

I greatly appreciate the opportunity to bid on this project. I hope to continue my relationship with both you and your associates and look forward to bidding on any opportunities you may have in the future.

Please do not hesitate to contact us for any clarifications regarding the attached proposal.

Sincerely,
Stephen Arnold
843-816-8047
sarnold@coverthetees.com

Scope Details**Aluminum Driving Range Cover**

We will provide a pre-engineered hitting bay cover system per engineered drawings.

- 3" standing seam panels - BRONZE
- Uprights Columns minimum of 6x6 aluminum - Front Column set 8ft back from the front of structure - BRONZE
- Top Beams - BRONZE
- Rolled gutter for rear if necessary - BRONZE
- Our cold weather system has walls in the rear and on the side to block the wind, each bay will have acrylic sliding windows for the rear of bays (Not chosen on this project)
- If egress openings are needed, the egress openings will be provided and locations will be dictated by local building code. (Not necessary for this project)
- Product will meet all necessary building codes throughout the country with a maximum wind rating of 150 mph and 25 PSF snow load

Bid Pricing and Options:

Golf Hitting Bay Cover System

22 BAYS (All at 10' wide)

230 X 20 Heavy Duty Aluminum Open Air Hitting Bay Cover (Ready for Enclosure)	4600	
Total Price for Bay Cover		\$216,200.00
Prevailing wage	Additional	\$27,600.00

Additional Options:

Expand 2 bays to 12' wide with partition between "VIP" and tee line \$10,180.00

Hitting Bay Dividers (4ft)

24 Dividers @ \$375.00 \$9,000.00

EXLED Range Flood Lighting

(To be mounted and wired by others) 10 Fixtures @ \$1,750.00 \$17,500.00

LED lights in each bay - 2 per bay - mounted
(wired by others)

46 LEDs @ \$195.00 \$8,970.00

MATS

5 X 5 22 Mats @ \$345 \$7,590.00

Heaters

22 Heaters @ \$650 \$14,300.00

Bonding - 3% service fee \$9,340.20

CTT Strucutre Installation Total with additional options included \$320,680.20

*** CTT Anchoring system is included in the pricing. CTT anchoring system will reduce concrete costs of project.

Services & Fees Included with Price

Canopy & Enclosure Installation	Included
Delivery of the product	Included
System Engineering (signed and sealed drawings by licensed engineer)	Included
Logistics (Travel Costs etc..)	Included
Any necessary Core drilling needed for anchors during installation	Included
Door openings where instructed by customer	NA
*Permitting (See notes below)	Not Included
Site Prep and Soil Testing	Not Included
3rd party inspections fees	Not Included
Concrete Slab By Others (no less than 6" under columns. Varies by location)	Not Included
Electrical	Not Included
Municipality Permit Fees	Not Included
SIP walls and Acrylic sliding windows	Not Included

*****Permitting: Responsibilities to be taken care of by owner or contractor hired by owner. Cover the Tees will not be the General Contractor on the project. We will provide signed and sealed structural drawings by a licensed engineer with your state seal ready for permitting. Cover the Tees is not able to use any existing slabs unless they meet the specs detailed on the signed and sealed plans that will be provided. A new slab will be needed to meet engineers requirements.***

Appendix Catalog:

- The above scope is for aluminum golf hitting bay cover at Oak Brook Golf Club - 23 Bays (20')
- We propose to furnish material and labor for the proposed Aluminum Golf Hitting Bay Cover complete in accordance with specifications and engineered drawing provided and in accordance with local building codes. Additional options listed above.
- This price includes all services detailed in the scope above in the "services included with price" This product can be ready for shipment within 21 business days of receiving material.
- Once proposal is accepted and deposit has been sent, we will provide signed and sealed engineered drawings ready for permitting. Product can be ready for install within 2 weeks of acquiring Permits to be pulled by others. **By signing the proposal, you agree not to share any of our proprietary foundation information or disclose design details.**
- Proposal is good for 30 days. Our suppliers periodically have price increases on aluminum, the proposal would need to be modified to cover the difference in cost after that time if necessary.
- Our payment draw schedule options listed below:
 - Pay Schedule
 - 25% - Deposit upon acceptance of the proposal
 - 25% - Deposit at time of permitting
 - 50% - Balance due upon completion

ACCEPTANCE OF PROPOSAL:

The above specifications, prices, and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Please initial desired product option as well as payment option section and sign below

Signature: _____ Date: _____
Oak Brook Golf Club Representative

Signature: _____ Date: _____
Cover the Tees Representative

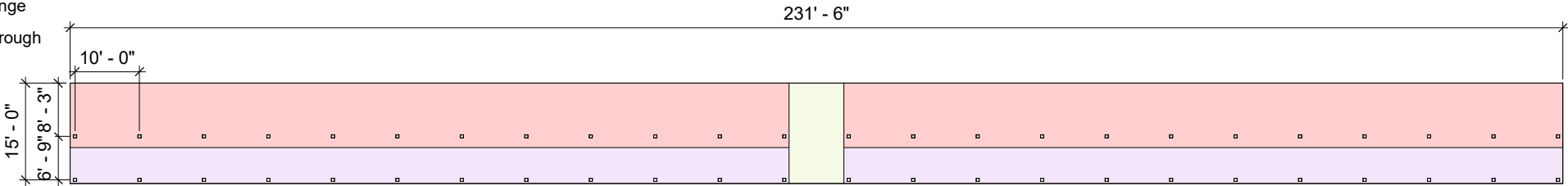


Concept Design Pack
2 Post 22 Bay Open Air with 10ft Pass Through
3-D views & Floor Plan

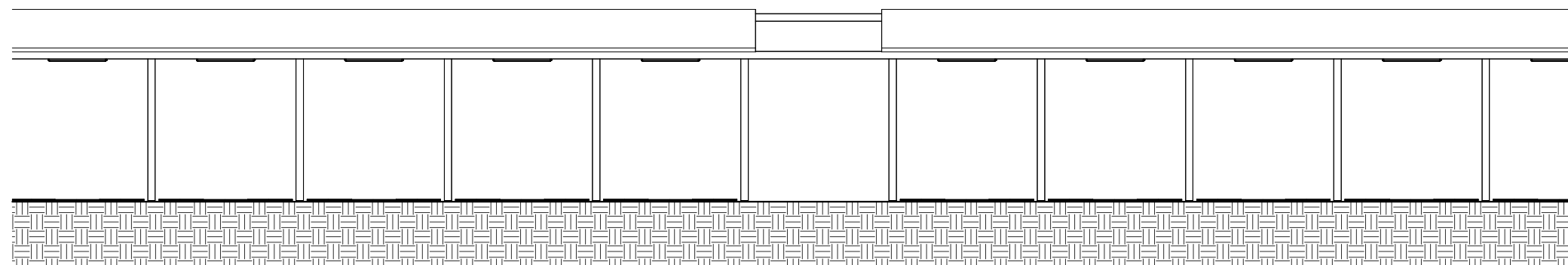
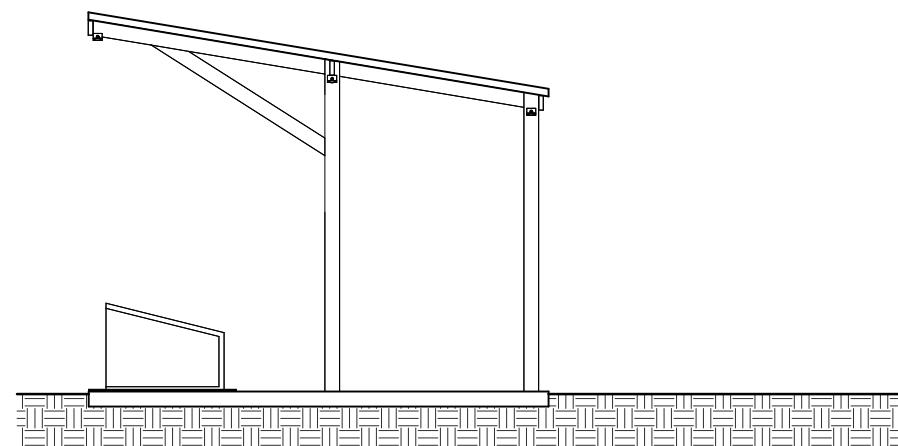
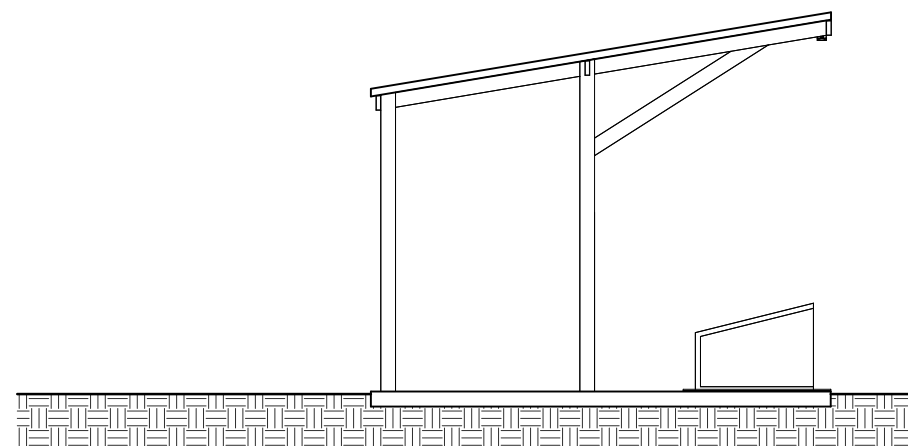
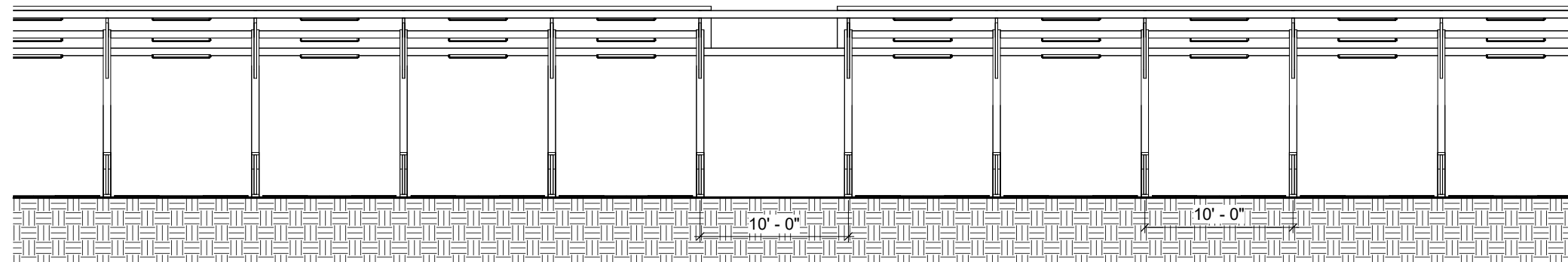
A 3D perspective line drawing of a long, narrow, rectangular structure, possibly a ship's hull or a large container. The structure is shown from an isometric perspective, highlighting its length and depth. It features a flat top surface and a series of vertical internal supports or ribs along its length. A central section of the structure has a different internal configuration, with a sloped or angled internal surface, suggesting a transition or a specific functional area. The drawing is composed of clean, black lines on a white background, emphasizing the geometric form and structural details.

Room Legend

-  Golfer's Area
-  Bay Lounge
-  Pass Through



② Floor Plan

[illegible]

Concept Design Pack

2 Post 22 Bay Open Air with
10ft Pass Through

Elevations

Project Number	Project Number
Date	Issue Date
Drawn By	K.G.M.
Checked By	Checker

101

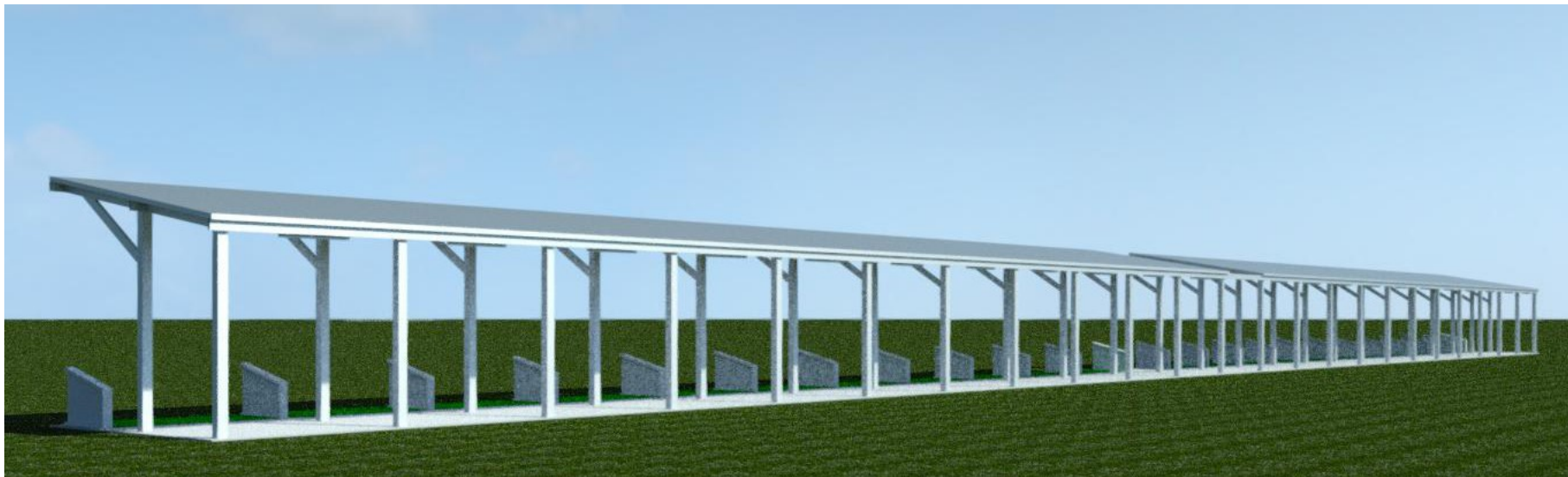
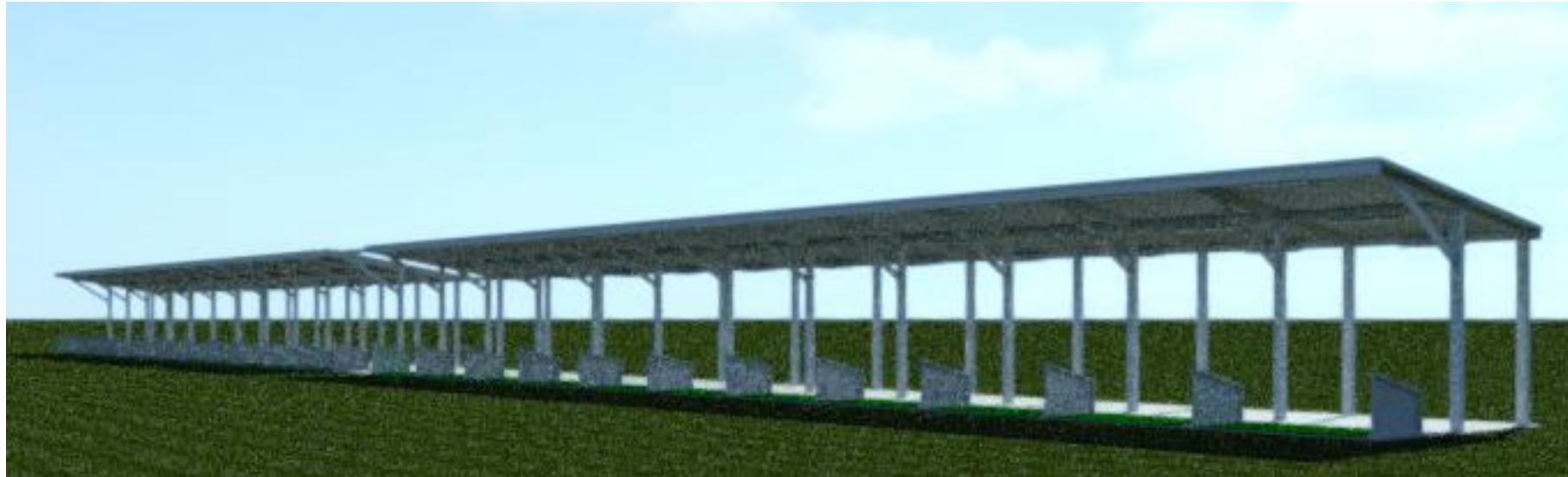
	Scale
--	-------



Project Number	Project Number
Date	Issue Date
Drawn By	Author
Checked By	Checker

103

	Scale
--	-------

[illegible]

Concept Design Pack

2 Post 22 Bay Open Air with
10ft Pass Through

Concept Renderings

Project Number	Project Number
Date	Issue Date
Drawn By	K.G.M.
Checked By	Checker

104

	Scale
--	-------



coverthetees





coverthetees





www.CoverShotsGolf.com

Quote

Date	Estimate #
1/27/2025	2606

Phone Number	1-336-508-5628
Toll Free Number	1-888-881-2433

Name / Address
Village of Oak Brook 1200 Oak Brook Rd Oak Brook, IL 60523

Ship To
Village of Oak Brook 1200 Oak Brook Rd Oak Brook, IL 60523

Terms	Project
50% Downpayment with balance due on install	The Village of Oak Brook - (2) 104' Elipse Canopies

Item	Description	Qty	Rate	Total
104-20-01-5206S	104' Motorized Eclipse canopy system with manual retractable top. 10-11 hitting stations. 2,080 sq. ft. Customer to select tarp color: Covershots will supply equipment rental, forklift, tools for assembly, and all labor. Motorized units require 220/240V/40A Power Source Discount: Multi Unit order	2	95,300.00	190,600.00
Discount-Other			-6,000.00	-6,000.00
Eclipse Powder C...	Powder Coated Outer Frames - Customer to select Color:	2	3,400.00	6,800.00
Logo	Logos: Customer Club logos: 2	4	1,440.00	5,760.00
Discount-Other	Discount: 1 Logo free per unit: PGA Show Special for Inperson visit		-2,880.00	-2,880.00
40-20-12-4018	20' Mesh Side Curtain 14' Foot Drop Edge	4	1,485.00	5,940.00
40-15-12-4064	20' Mesh Rear Curtain 14' Drop	10	1,389.00	13,890.00
100-20-12-6000	104' Eclipse Stationary Rear HW Kit	2	899.00	1,798.00

Subtotal

Sales Tax (0.0%)

Total

Price Valid for 60 days from the quote date.

CoverShots Mobile Canopies Int'l,LLC
2702 Kinsey Drive
Summerfield, NC 27358

Customer Signature



www.CoverShotsGolf.com

Quote

Date	Estimate #
1/27/2025	2606

Phone Number	1-336-508-5628
Toll Free Number	1-888-881-2433

Name / Address
Village of Oak Brook 1200 Oak Brook Rd Oak Brook, IL 60523

Ship To
Village of Oak Brook 1200 Oak Brook Rd Oak Brook, IL 60523

Terms	Project
50% Downpayment with balance due on install	The Village of Oak Brook - (2) 104' Elipse Canopies

Item	Description	Qty	Rate	Total
	FANS, HEATERS, and LIGHTS NOTE: CoverShots will install the Fans and Heaters on the unit. Customer's electrician will hang the lights. Customer to have electrical contractor run hook ups and wiring from the fans, heaters, and lights down to the onboard control panel. Customer will need to bring 240V power supply to the onboard control panel. Covershots to supply technical specs to the customer electrician so correct hookup is installed.			
125-51-99-6015	FANS: 24' Circulating Fan OSHA Oscillating	10	536.30	5,363.00
Miscellaneous Parts	LIGHTS: 6300 Lumens 5000k Wet Location Surface Linear LED Light	20	864.00	17,280.00
Discount-Other	Discount on lights with volume qty		-4,000.00	-4,000.00
125-51-99-6002	3000KW 208-240V Infrared Heater Silver/Gray	20	938.80	18,776.00
Discount-Other	Discount on heaters with volume qty		-2,000.00	-2,000.00
Miscellaneous Parts	Control Panel Upgrade to handle heaters, lights, and fans	2	2,050.00	4,100.00
Miscellaneous	Travel for CoverShots install crew: Airfare, Lodging, Car Rental		6,650.00	6,650.00
Freight Payable E...	Freight Payable-Customer Eclipse From NC Plant to Oak Brook, IL		9,640.00	9,640.00

Price Valid for 60 days from the quote date.
CoverShots Mobile Canopies Int'l,LLC 2702 Kinsey Drive Summerfield, NC 27358

Customer Signature

Subtotal
Sales Tax (0.0%)
Total



www.CoverShotsGolf.com

Quote

Date	Estimate #
1/27/2025	2606

Phone Number	1-336-508-5628
Toll Free Number	1-888-881-2433

Name / Address
Village of Oak Brook 1200 Oak Brook Rd Oak Brook, IL 60523

Ship To
Village of Oak Brook 1200 Oak Brook Rd Oak Brook, IL 60523

Terms	Project
50% Downpayment with balance due on install	The Village of Oak Brook - (2) 104' Elipse Canopies

Item	Description	Qty	Rate	Total
	WARRANTY: 1 year parts and labor			

Subtotal	\$271,717.00
Sales Tax (0.0%)	\$0.00
Total	\$271,717.00

Price Valid for 60 days from the quote date.
CoverShots Mobile Canopies Int'l,LLC 2702 Kinsey Drive Summerfield, NC 27358

Customer Signature	_____
--------------------	-------









VILLAGE OF OAK BROOK - PARKS DEPARTMENT
OAK BROOK GOLF CLUB DRIVING RANGE
OPINION OF PROBABLE COST
CONCEPTUAL DESIGN with SELF PERFORM

Square Foot
5060

February 4, 2025

Construction Costs (Rounded)	Qty.	Units	\$/Unit	Estimated Costs
Building Enclosure				
Roofing	5,060	sf	\$40	\$ 202,400
Finishes	22	bay	\$1,500	\$ 33,000
Structural Framing	22	bay	\$22,000	\$ 484,000
Rear Wall	0	bay	\$5,000	\$ -
Concrete				
Slab on Grade	0	sf	\$15	\$ -
Foundation Walls/Grade Beams	600	lf	\$150	\$ 90,000
Landscape / Sitework				
Landscape / Site Grading and Restoration	0	sf	\$5	\$ -
Potential Stormwater Management	0	cy	\$70	\$ -
				\$ -
Electrical / Heating				
Lighting	40	sf	\$750	\$ 30,000
Fans	0	sf	\$500	\$ -
Heaters	22	ea	\$4,000	\$ 88,000
Fire Alarm (as required)	0	sf	\$5,000	\$ -
Misc Electrical (conduit only to fans and heater l	73	sf	\$1,000	\$ 73,000
				\$ -
Misc. Materials		%	10%	\$ 100,040
Construction Costs Total				\$ 1,100,440

Soft Costs	Factor	Estimated Costs
General Conditions	12.0%	\$ 132,053
Overhead and Profit	5.0%	\$ 55,022
Contingencies		
Design Contingency	0.0%	\$ -
Construction Contingency	15.0%	\$ 165,066
Escalation and Tariff Implications		TBD
Soft Costs Total		\$ 352,141
PRELIMINARY BASE BID ESTIMATED CONSTRUCTION BUDGET		\$ 1,452,581

Other Design Budget Items	Qty.	Units	\$/Unit	Estimated Costs
AudioVisual + IT	0	ea	\$ 3,500.00	\$ -
Furniture	5060	sf	\$ 10.00	\$ 50,600
Appliances	0	ls	\$ 10,000.00	\$ -

Architectural Fees	Factor	Estimated Costs
Architectural + Engineering Fees	10.00%	\$ 145,258
Stormwater Engineering Fee Allowance	LS	\$ 22,000
Furniture Procurement and Design Fees	8.50%	\$ 4,301
Other Costs Total		\$ 222,159

Other Project Costs - Base Bid	Factor	Estimated Costs
Owner Potential Costs + Project Specific		
Site Investigations (e.g. Soil Borings and Survey)		\$ 20,000
Graphics/Model		\$ -
Permit Costs		\$ 5,000
Utility Tie-in		N/A
Environmental Abatement (if required)		N/A
Owner's Contingency		\$ -
Other Project Costs		\$ 25,000
BASE BID OPINION OF PROBABLE COST (ROUNDED)		\$ 1,700,000









ITEM 8.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
February 11, 2025

SUBJECT: 2025 First Quarter Amendment

FROM: Marilyn Fumero, Finance Director

BUDGET SOURCE/BUDGET IMPACT: The budget impact include a \$75,000 reduction in the General Fund and a corresponding \$75,000 increase in the Equipment Replacement Fund, resulting in a net zero effect on the Village FY 2025 budget.

RECOMMENDED MOTION: I move the Village Board adopt Ordinance 2025-S-1721 "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 Transfers:

The following budget line transfers are designated for the respective accounts in 2025:

General Fund – Expense account 134-70100 (Liability Insurance) – a decrease of \$75,000 due to the final liability rate being lower than initially budgeted.

Equipment Replacement Fund – Expense account 342-73950 (Capital Leases) – an increase in expenses by \$75,000 for the lease of one unmanned drone as outlined in the Police Department memo.

The attached spreadsheet, Exhibit A, provides a detailed overview of the various accounts within the Funds affected by the proposed amendment.

Recommendation:

Staff recommends that the Village Board approve Ordinance S-1721, "An Ordinance Authorizing Amendments and Transfers Among Budget Line Items," which includes a \$75,000 expense reduction in the General Fund and a \$75,000 increase in expenditures for the Equipment Replacement Fund.

Attachments:

1. Village of Oak Brook - Ordinance S-1721 Budget Amendment
2. Village of Oak Brook 1st Qtr Budget Amendment 2025 Exhibit A

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

ORDINANCE
2025-BU-AMEND-S-1721

AN ORDINANCE
AUTHORIZING AMENDMENTS AND
TRANSFERS AMONG BUDGET LINE ITEMS
THE VILLAGE OF OAK BROOK, ILLINOIS

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

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

Village Board

Published in pamphlet form by authority of the
President and the Board of Trustees of the Village of Oak Brook
on this the 11th day of February, 2025

ORDINANCE 2025-BU-AMEND-S-1721
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, 2025 and ending December 31, 2025 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 11th day of February, 2025.

Laurence E. Herman
Village President

PASSED THIS 11th day of February, 2025.

Ayes: _____

Nays: _____

Absent: _____

ATTEST:

Netasha Scarpiniti
Village Clerk

Village of Oak Brook
Budget Amendments
FY 2025 - 1st Quarter

EXHIBIT A

Account Number	Account Name	Revenue	Expenditure	Description	Funding Source
Budget Amendment					
134-70100	Liability Insurance		\$ 75,000.00	Liability Insurance	General Fund
Total General Fund		<u><u>\$ -</u></u>	<u><u>\$ 75,000.00</u></u>		
342-73950	Capital Leases	\$ 75,000.00		Unmaned Police Drone	Equipment Replacement Fund
		-			
Total Equipment Replacement Fund		<u><u>75,000.00</u></u>	<u><u>-</u></u>		
Budget Transfer					
Total Budget Adjustment - All Funds		<u><u>\$ 75,000.00</u></u>	<u><u>\$ 75,000.00</u></u>		
		\$ -			