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

Regular Meeting
Tuesday, October 14, 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 September 23, 2025

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

   A. Accounts Payable for Period Ending: October 8, 2025 - $4,123,766.93

      1. LEGAL SERVICES:

         a) Clark, Baird, Smith, LLP. - Legal Services - September 2025 - $887.50 (FY25 YTD - $4,714.00)

         b) Lamp Law, LLC. - Legal Services - September 2025 - $3,333.33 (FY25 YTD - $29,999.97)

         c) Anspach Law Office - Legal Services - August 2025 - $38,214.75 (FY25 YTD - $38,214.75)

         d) Ottosen, DiNolfo, Hasenbalg & Castaldo, Ltd. - Legal Services - August 2025 - $20,120.34 (FY25 YTD - $230,623.49)

   TOTAL LEGAL BUDGET FOR 2025 - $325,287.96
   TOTAL LEGAL BILLS PAID FOR 2025 - YTD - $357,870.87

      2. Baxter & Woodman - 2025 Streets Improvement Project - $34,421.90

      3. BCBSIL - Health Care Services - October 2025 - $233,154.19

      4. A Lamp Concrete Contractors, Inc. - 2025 Street Improvement Project - $1,087,815.34

5. Al Warren Oil Co., Inc. - Fuel for Village Vehicles - $20,391.00

6. Malko Communication Services, LLC - Water System Keyscan Installation - $79,855.00

7. Enterprise FM Trust - Village Vehicle Leases - September 2025 - $44,105.11

8. Cerniglia Co. - Woodside & Forest Glen Watermain Improvements - Payouts #5 & #6 - $1,459,533.14

9. EZA Engineering PLLC - Professional Engineering Services - September 2025 - $23,038.29

B. Approval of Payroll Paydate: October 2, 2025 - $985,217.90

C. Village of Oak Brook – Monthly Financial Reports August 2025

D. Village of Oak Brook – Monthly Financial Reports September 2025

7. <u>ITEMS REMOVED FROM CONSENT AGENDA</u>

8. <u>ACTIVE BUSINESS</u>

A. Ordinances & Resolutions

1. Resolution R-2319, A Resolution Approving the Delivery Agreement By and Between the Village of Oak Brook and Aqua Illinois, Inc.

2. Resolution R-2320, A Resolution Authorizing the Award of Contact to the Lowest Responsible Bidder Who Submitted the Lowest Responsive Bid, Jesco Electric Company, Inc., Lake Forest, Illinois, for the Golf Driving Range Electricity Installation Project

3. Resolution R-2321, A Resolution to Waive the Formal Bid Process Due to Sole Source Purchase and Authorize an Award of Contract to Leibold Irrigation, Inc., of East Dubuque, IL for the Sports Core Pump Station Replacement Project

4. Resolution R-2322, A Resolution Approving and Authorizing the Execution of an Intergovernmental Agreement Pertaining to the Village of Oak Brook's Particiaption as a Member of the Emergency Telephone System Board (ETSB) and the DuPage Public Safety Communications (DUCOMM)

5. Ordinance S-1732, An Ordinance Authorizing the Acceptance of the Contract and By-Laws Document of the Intergovernmental Personnel Benefit Cooperative and Authorizing Membership in the IPBC By the Village of Oak Brook

6. Ordinance G-1278, An Ordinance Amending the Village of Oak Brook Code of Ordinances, As Amended, Title 4, Chapter 1, Section 8A to Increase the Number of Authorized Class A-1 Liquor Licenses By One to Forty-Four for The Purple Pig
The Purple Pig
15 Oakbrook Center
Oak Brook, IL

B. Trustee Initiative — Attorney General's Investigation and Findings Regarding OMA

C. Trustee Initiative — A Proclamation for Michael R. Quinlan

D. Trustee Initiative — A Proclamation for Charlie Kirk

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.

VILLAGE

OF

OAK BROOK

MONTHLY FINANCIAL REPORTS

AUGUST 2025

Executive Summary on Village Funds

Through August 31, 2025

Governmental Funds		YTD Revenues		YTD Expenditures		YTD Net Fund Increase (Decrease)		Estimated YTD Ending Fund Balance (Deficit)
General Fund (Major Fund) *Main operating fund of the Village.*	$	23,320,596	$	20,351,906	$	2,968,690	$	46,346,167
Hotel Fund (Major Fund) *Collects and spends resources from the 3% hotel/motel tax.*	$	1,617,921	$	1,026,772	$	591,149	$	5,937,764
Motor Fuel Tax Fund *Collects and spends resources from the State motor fuel tax.*	$	300,244	$	72,635	$	227,609	$	2,619,826
Infrastructure Fund (Major Fund) *Accounts for construction and maintenance of roadways, drainage, and safety path systems.*	$	6,581,536	$	2,221,789	$	4,359,747	$	18,784,254
Enterprise Funds								
Water Fund (Major Fund) *Collects user fees for the distribution of water and maintenance of infrastructure.*	$	7,375,418	$	7,625,246	$	(249,828)	$	21,668,815
Sports Core Fund (Major Fund) *Accounts for revenues and expenses relating to administration, programs, food and beverage operations, and golf course.*	$	4,483,134	$	3,487,796	$	995,338	$	3,899,227
Internal Service Funds								
Insurance Fund *Accounts for the Village's health insurance costs and the related contributions from the Village, employees, retirees, and other agencies.*	$	1,988,036	$	2,325,671	$	(337,635)	$	59,995
Garage Fund *Accounts for the maintenance of the Village's vehicle fleet and the related departmental reimbursements.*	$	591,725	$	609,164	$	(17,439)	$	426,223
Equipment Replacement Fund *Accounts for the replacement of the Village's vehicle fleet and the related departmental contributions.*	$	953,435	$	489,471	$	463,964	$	4,081,650

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

Village of Oak Brook
General Fund Financial Update
For the Period Ending August 31, 2025

	8/31/24 YTD Actual	8/31/25 YTD Actual	8/31/25 YTD Amended Budget	8/31/25 % of YTD Amended Budget	2025 Adopted Budget	Difference Prior Year
OPERATING REVENUES						
Sales Tax	$ 11,613,028	13,937,854	$ 11,500,000	121.2%	$ 17,250,000	$ 2,324,826
State Income Tax	999,496	1,070,365	866,667	123.5%	1,300,000	70,868
Replacement Tax	420,168	281,108	366,667	76.7%	550,000	(139,059)
Road & Bridge Tax	21,914	19,806	23,333	84.9%	35,000	(2,109)
Local Use Tax	209,950	101,848	212,667	47.9%	319,000	(108,102)
Cannabis Use Tax	8,958	8,585	8,333	103.0%	12,500	(372)
Grants	167,030	8,184	114,080	7.2%	171,120	(158,846)
Utility/Telecom. Tax	2,095,313	1,995,368	2,500,000	79.8%	3,750,000	(99,945)
Licenses and Permits	1,634,611	2,242,117	1,831,707	122.4%	2,747,560	607,505
Charges for Services	2,118,932	914,405	1,825,367	50.1%	2,738,050	(1,204,528)
Investment Interest	1,385,183	999,239	666,667	149.9%	1,000,000	(385,943)
Miscellaneous Income	590,592	401,013	404,147	99.2%	606,221	(189,579)
Total Operating Revenues	**$ 21,265,176**	**$ 21,979,892**	**$ 20,319,634**	**108.2%**	**$ 30,479,451**	**$ 714,716**
OPERATING EXPENDITURES						
Personnel	$ 13,930,768	$ 15,030,734	$ 15,858,173	94.8%	$ 23,787,259	$ 1,099,966
Materials and Supplies	383,171	332,561	459,636	72.4%	689,454	$ (50,610)
Operation and Contract	4,117,151	4,121,665	4,875,015	84.5%	7,312,523	$ 4,513
Other Expenditures	6,356	22,977	6,600	348.1%	9,900	$ 16,621
Capital Outlay	276,991	843,969	408,383	206.7%	612,575	$ 566,977
Total Operating Expenditures	**$ 18,714,438**	**$ 20,351,906**	**$ 21,607,807**	**94.2%**	**$ 32,411,711**	**$ 1,637,467**
SURPLUS (DEFICIT) OF REVENUES OVER EXPENDITURES	**$ 2,550,738**	**$ 1,627,986**	**$ (1,288,173)**	**-126.4%**	**$ (1,932,260)**	**$ (922,752)**
INTERFUND TRANSACTIONS						
Transfers In	$ -	$ -	$ -	N/A	$ -	$ -
Transfers Out				N/A		-
Reimbursements From Other Funds	583,960	1,340,704	1,340,708	100.0%	2,011,062	756,744
Reimbursements To Other Funds	-	-	-	N/A	-	-
Sports Core Loan				N/A	-	-
Total Interfund Transactions	**$ 583,960**	**$ 1,340,704**	**$ 1,340,708**	**100.0%**	**$ 2,011,062**	**$ 756,744**
NET FUND INCREASE (DECREASE)	**$ 3,134,698**	**$ 2,968,690**	**$ 52,535**		**$ 78,802**	**$ (166,008)**

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

Village of Oak Brook
Hotel Tax Fund Financial Update
For the Period Ending August 31, 2025

	8/31/24 YTD Actual	8/31/25 YTD Actual	8/31/25 YTD Amended Budget	8/31/25 % of YTD Amended Budget	2025 Adopted Budget	Difference Prior Year
OPERATING REVENUES						
Hotel Tax	$ 1,055,974	$ 999,577	$ 933,333	107.1%	$ 1,400,000	$ (56,397)
Investment Interest	137,093	136,977	40,000	342.4%	60,000	(116)
Loan Interest	1,000	-	-	N/A	-	(1,000)
Miscellaneous	-	481,368	336,333		504,500	481,368
Total Operating Revenues	**$ 1,194,067**	**$ 1,617,921**	**$ 1,309,667**	**123.5%**	**$ 1,964,500**	**$ 423,854**
EXPENDITURES						
Personnel	$ 20,227	$ 89,260	$ 93,912		$ 140,868	$ -
Operation and Contract	(20,188)	664,559	650,643	1.02	975,965	684,746.94
Capital Outlay	3,770	135,762	395,833	34.3%	593,750	131,992
Total Expenditures	**$ 3,808**	**$ 889,580**	**$ 1,046,477**	**85.0%**	**$ 1,710,583**	**$ 816,739**
SURPLUS (DEFICIT) OF REVENUES OVER EXPENDITURES	**$ 1,190,259**	**$ 728,341**	**$ 169,278**	**430.3%**	**$ 253,917**	**$ (392,885)**
INTERFUND TRANSACTIONS						
Transfer Out	$ -	$ -	$ -	N/A	$ -	$ -
Reimbursements to Other Funds	(162,608)	(137,192)	(137,194)	100.0%	(205,791)	25,416
Total Interfund Transactions	**$ (162,608)**	**$ (137,192)**	**$ (137,194)**	**100.0%**	**$ (205,791)**	**$ 25,416**
NET FUND INCREASE (DECREASE)	**$ 1,027,651**	**$ 591,149**	**$ 32,084**		**$ 48,126**	**$ (367,469)**

Note - Expenditures are recorded in program 171.

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

	8/31/24 YTD Actual	8/31/25 YTD Actual	8/31/25 YTD Amended Budget	8/31/25 % of YTD Amended Budget	2025 Adopted Budget	Difference Prior Year
OPERATING REVENUES						
Non-Home Rule Sales Tax	$ 5,044,843	$ 6,031,581	$ 4,663,333	129.3%	$ 6,995,000	$ 986,738
Charges for Services	-	-	-	N/A	-	$ -
Investment Interest	595,580	549,955	266,667	206.2%	400,000	(45,625)
Grants	-	-	-	N/A	-	-
Miscellaneous	2,395	-	-	N/A	-	(2,395)
Total Operating Revenues	**$ 5,642,818**	**$ 6,581,536**	**$ 4,930,000**	**133.5%**	**$ 7,395,000**	**$ 938,718**
OPERATING EXPENDITURES						
Personnel	$ 135,367	$ 14,231	$ -	N/A	$ -	$ (121,136)
Materials and Supplies	21,269	38,694	31,867	121.4%	47,800	17,424
Operation and Contract	786,074	745,972	1,525,476	48.9%	2,288,213	(40,102)
Other Expenditures	-	-	-	N/A		-
Capital Outlay	567,164	954,956	3,007,449	31.8%	4,511,174	387,792
Total Operating Expenditures	**$ 1,509,876**	**$ 1,753,853**	**$ 4,564,792**	**38.4%**	**$ 6,847,187**	**$ 243,977**
SURPLUS (DEFICIT) OF REVENUES OVER EXPENDITURES	**$ 4,132,942**	**$ 4,827,683**	**$ 365,208**	**1321.9%**	**$ 547,813**	**$ 694,741**
INTERFUND TRANSACTIONS						
Transfers In	$ -	$ -	$ -	N/A	$ -	$ -
Reimbursements From Other Funds	-	-	133,333	0.0%	200,000	-
Reimbursements To Other Funds	(21,336)	(467,936)	(467,937)	100.0%	(701,906)	(446,600)
Total Interfund Transactions	**$ (21,336)**	**$ (467,936)**	**$ (334,604)**	**139.8%**	**$ (501,906)**	**$ (446,600)**
NET FUND INCREASE (DECREASE)	**$ 4,111,606**	**$ 4,359,747**	**$ 30,604**		**$ 45,907**	**$ 248,141**

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

	8/31/24 YTD Actual	8/31/25 YTD Actual	8/31/25 YTD Amended Budget	8/31/25 % of YTD Amended Budget	2025 Adopted Budget	Difference Prior Year
OPERATING REVENUES						
Plan Review Fees	$ 1,202	$ 1,500	$ 350	428.6%	$ 525	$ 298
Building/Inspection Fees	-	-	1,000	0.0%	1,500	-
Water Sales	6,178,967	6,307,061	7,539,464	83.7%	11,309,195	128,094
Unmetered Sales	37,481	46,756	40,000	116.9%	60,000	9,274
Water Connection Fees	60,720	67,390	49,333	136.6%	74,000	6,670
Fire Service Charge	-	-	-	N/A	-	-
Meter Charges	10,790	25,060	10,000	250.6%	15,000	14,270
Special Services	15,054	15,926	10,000	159.3%	15,000	872
Investment Interest	964,670	815,628	466,667	174.8%	700,000	(149,042)
Proceeds from Property Sale	-	-	-	N/A	-	-
Miscellaneous	82,579	96,097	50,000	192.2%	75,000	13,519
Total Operating Revenues	**$ 7,351,463**	**$ 7,375,418**	**$ 8,166,814**	**90.3%**	**$ 12,250,220**	**$ 23,955**
OPERATING EXPENDITURES						
Personnel	$ 407,790	$ 384,567	$ 438,184	87.8%	$ 657,277	$ (23,223)
Materials and Supplies	73,488	85,453	79,781	107.1%	119,671	11,965
Operation and Contract	3,761,274	4,107,152	4,602,372	89.2%	6,903,559	345,878
Capital Outlay	2,912,083	2,655,265	5,169,460	51.4%	7,754,190	(256,818)
Total Expenditures	**$ 7,154,636**	**$ 7,232,438**	**$ 10,289,797**	**70.3%**	**$ 15,434,696**	**$ 77,802**
Surplus (Deficit) of Revenues Over Expenditures	**$ 196,827**	**$ 142,980**	**$ (2,122,984)**	**-6.7%**	**$ (3,184,476)**	**$ (53,847)**
INTERFUND TRANSACTIONS						
Reimbursements To Other Funds	$ (291,256)	$ (392,808)	$ (392,801)	100.0%	$ (589,202)	$ (101,552)
Total Interfund Transactions	**$ (291,256)**	**$ (392,808)**	**$ (392,801)**	**100.0%**	**$ (589,202)**	**$ (101,552)**
Fund Increase/(Decrease) - Budgetary Basis	**$ (94,429)**	**$ (249,828)**	**$ (2,515,785)**		**$ (3,773,678)**	**$ (155,399)**

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

Village of Oak Brook
Monthly Operating Statement
Sports Core Fund Consolidated Presentation
For the Period Ending August 31, 2025

	B&T Recreation Operations	Field Operations	Clubhouse Operations	Golf Club	8/31/25 YTD Total	8/31/25 YTD Amended Budget	8/31/25 % of YTD Amended Budget	2025 Adopted Budget	8/31/24 YTD Total	Difference Prior Year
OPERATING REVENUES										
Memberships	$ 587,239	$ -	$ -	$ 358,600	$ 945,839	$ 639,738	147.8%	$ 959,607	$ 824,168	$ 121,672
Greens Fees	-	-	-	1,340,977	1,340,977	1,243,993	107.8%	1,865,990	1,282,143	58,833
Pro Shop Sales	-	-	-	141,773	141,773	120,000	118.1%	180,000	167,754	(25,981)
Golf Lessons	-	-	-	115,035	115,035	30,000	383.5%	45,000	123,108	(8,073)
Driving Range Fees	-	-	-	579,619	579,619	440,921	131.5%	661,382	35,420	544,199
Golf Surcharge	-	-	-	171,773	171,773	150,000	114.5%	225,000	-	171,773
Rentals	-	116,261	130,801	489,830	736,892	734,667	100.3%	1,102,000	631,984	104,908
Programs/User Fees	129,323	-	-	-	129,323	137,200	94.3%	205,800	130,964	(1,641)
Food Sales	61,472	-	-	55,394	116,865	38,520	303.4%	57,780	506,505	(389,640)
Beverage Sales	36,628	-	-	884	37,511	52,587	71.3%	78,880	49,414	(11,903)
Grants	-	-	-	-	-	-	N/A	-	-	-
Other Revenue	108,543	-	-	32,313	140,856	65,333	215.6%	98,000	99,542	41,314
Total Operating Revenues	**$ 923,204**	**$ 116,261**	**$ 130,801**	**$ 3,286,196**	**$ 4,456,462**	**$ 3,652,959**	**122.0%**	**$ 5,479,439**	**$ 3,851,001**	**$ 605,461**
OPERATING EXPENDITURES										
Personnel	$ 176,914	$ -	$ -	$ 926,548	$ 1,103,462	$ 1,100,709	100.3%	$ 1,651,064	$ 947,626	$ 155,835
Materials & Supplies	25,849	-	2,921	309,437	338,207	284,020	119.1%	426,030	274,681	63,526
Operational & Contractual	524,363	25,389	37,047	238,456	825,255	807,805	102.2%	1,211,708	881,013	(55,758)
Other	-	-	-	-	-	-	N/A	-	-	-
Capital	251,667	-	-	599,765	851,432	1,046,636	81.3%	1,569,954	1,375,925	(524,493)
Total Operating Expenditures	**$ 978,793**	**$ 25,389**	**$ 39,968**	**$ 2,074,206**	**$ 3,118,356**	**$ 3,239,170**	**96.3%**	**$ 4,858,755**	**$ 3,479,245**	**$ (360,890)**
B&T Administration Overhead Allocation*	$ 437,357	$ (37,170)	$ (80,597)	$ (319,591)	$ -	$ -	N/A	$ -	$ 13,517	$ 13,517
Operating Revenues Over (Under) Expenditures	**$ 381,768**	**$ 53,703**	**$ 10,237**	**$ 892,399**	**$ 1,338,106**	**$ 413,789**	**323.4%**	**$ 620,684**	**$ 385,273**	**$ 979,867**
INTERFUND TRANSACTIONS										
Reimbursement From Other Funds	$ 26,672	$ -	$ -	$ -	$ 26,672	$ 26,667	100.0%	$ 40,000	$ 26,672	$ -
Reimbursement To General Fund	(369,440)	-	-	-	(369,440)	(369,404)	100.0%	(554,106)	55,023	(424,463)
Total Interfund Transactions	**$ (342,768)**	**$ -**	**$ -**	**$ -**	**$ (342,768)**	**$ (342,737)**	**100.0%**	**$ (514,106)**	**$ 81,695**	**$ (424,463)**
Total Revenues Over (Under) Expenditures - Budgetary Basis	$ 39,000	$ 53,703	$ 10,237	$ 892,399	$ 995,338	$ 71,052		$ 106,578	$ 466,968	$ 555,404

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

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

Village of Oak Brook
Monthly Operating Statement
Bath & Tennis Club Recreation Operations
For the Period Ending August 31, 2025

	811 B&T Admin	812 Swimming	813 Tennis	822 Poolside Café	8/31/25 YTD Total	8/31/25 YTD Adopted Budget	8/31/25 % of YTD Amended Budget	2025 Adopted Budget	8/31/24 YTD Total	Difference Prior Year
OPERATING REVENUES										
Memberships	$ -	$ 559,845	$ 27,394	$ -	$ 587,239	$ 335,188	175.2%	$ 502,782	$ 430,793	$ 156,447
Programs/User Fees	-	86,798	42,525	-	129,323	137,200	94.3%	205,800	130,964	(1,641)
Food Sales	-	-	-	61,472	61,472	5,353	1148.3%	8,030	6,616	-
Beverage Sales	-	-	-	36,628	36,628	2,420	1513.5%	3,630	-	-
Grants	-	-	-	-	-	-	N/A	-	-	-
Other Revenue	103,054	-	3,489	2,000	108,543	60,667	178.9%	91,000	97,106	11,437
Total Operating Revenues	**$ 103,054**	**$ 646,643**	**$ 73,408**	**$ 100,099**	**$ 923,204**	**$ 540,828**	**170.7%**	**$ 811,242**	**$ 665,478**	**$ 166,242**
OPERATING EXPENDITURES										
Personnel	$ 126,679	$ 50,235	$ -	$ -	$ 176,914	$ 193,745	91.3%	$ 290,617	$ 47,057	$ 129,857
Materials & Supplies	457	23,363	2,029	-	25,849	18,770	137.7%	28,155	33,769	(7,920)
Operational & Contractual	73,617	299,951	63,370	87,425	524,363	428,898	122.3%	643,347	517,947	6,417
Other	-	-	-	-	-	-	N/A	-	-	-
Capital	228,222	23,445	-	-	251,667	479,267	52.5%	718,900	547,088	(295,420)
Total Operating Expenditures	**$ 428,975**	**$ 396,994**	**$ 65,398**	**$ 87,425**	**$ 978,793**	**$ 1,120,680**	**87.3%**	**$ 1,681,019**	**$ 1,145,859**	**$ (167,066)**
B&T Administration Overhead Allocation*	$ 554,671	$ (92,349)	$ (18,298)	$ (6,667)	$ 437,357	437,357	100.0%	$ 656,036	$ 21,850	$ 415,508
Operating Revenues Over (Under) Expenditures	**$ 228,750**	**$ 157,299**	**$ (10,288)**	**$ 6,007**	**$ 381,768**	**$ (142,494)**	**-267.9%**	**$ (213,742)**	**$ (458,532)**	**$ 748,816**
INTERFUND TRANSACTIONS										
Reimbursement From Other Fund	$ 26,672	$ -	$ -	$ -	$ 26,672	$ 26,667	100.0%	$ 40,000	$ 26,672	$ -
Reimbursement To General Fund	(369,440)	-	-	-	(369,440)	(369,404)	100.0%	(554,106)	(33,856)	(335,584)
Total Interfund Transactions	**$ (342,768)**	**$ -**	**$ -**	**$ -**	**$ (342,768)**	**$ (342,737)**	**100.0%**	**$ (514,106)**	**$ (7,184)**	**$ (335,584)**
Total Revenues Over (Under) Expenditures - Budgetary Basis	**$ (114,018)**	**$ 157,299**	**$ (10,288)**	**$ 6,007**	**$ 39,000**	**$ (485,232)**		**$ (727,848)**	**$ (465,716)**	**$ 413,232**

*Overhead allocation is comprised of salaries, business forms, liability insurance, building & grounds maintenance and bank service fees in Program 811 - Sports Core General Operations distributed to various Sports Core Programs on a percentage basis.
**Estimates based on historical year-end audit adjustments. Actual amounts are not measured and recorded until the end of the year.

Village of Oak Brook
Monthly Operating Statement
Open Fields Operations
For the Period Ending August 31, 2025

	815 Polo	816 Open Fields	8/31/25 YTD Total	8/31/25 YTD Amended Budget	8/31/25 % of YTD Amended Budget	2025 Adopted Budget	8/31/24 YTD Total	Difference Prior Year
OPERATING REVENUES								
Field Rentals	$ -	$ 116,261	$ 116,261	$ 135,333	85.9%	$ 203,000	$ 110,055	$ 6,206
Range Rentals	-	-	-	-	N/A	-	-	-
Taste of Oak Brook	-	-	-	-	N/A	-	-	-
Other Revenue	-		-	-	N/A	-	-	-
Total Operating Revenues	**$ -**	**$ 116,261**	**$ 116,261**	**$ 135,333**	**85.9%**	**$ 203,000**	**$ 110,055**	**$ 6,206**
OPERATING EXPENDITURES								
Personnel	$ -	$ -	$ -	$ -	N/A	$ -	$ -	$ -
Materials & Supplies	-	-	-	6,327	0.0%	9,490	-	-
Operational & Contractual	-	25,389	25,389	50,682	50.1%	76,022	30,773	(5,384)
Capital	-	-	-	-	N/A	-	-	-
Total Operating Expenditures	**$ -**	**$ 25,389**	**$ 25,389**	**$ 57,008**	**44.5%**	**$ 85,512**	**$ 30,773**	**$ (5,384)**
B&T Administration Overhead Allocation*	$ -	$ (37,170)	$ (37,170)	(37,170)	100.0%	$ (55,754)	$ -	$ (37,170)
Total Revenues Over (Under) Expenditures - Budgetary Basis	**$ -**	**$ 53,703**	**$ 53,703**	**$ 41,156**	**130.5%**	**$ 61,733**	**$ 79,282**	**$ (25,579)**

*Overhead allocation is comprised of salaries, business forms, liability insurance, building & grounds maintenance and bank service fees in Program 811 - Sports Core General Operations distributed to various Sports Core Programs on a percentage basis.
**Estimates based on historical year-end audit adjustments. Actual amounts are not measured and recorded until the end of the year.

Village of Oak Brook
Monthly Operating Statement
Bath & Tennis Clubhouse Operations
For the Period Ending August 31, 2025

	821 B&T Clubhouse	8/31/25 YTD Amended Budget	8/31/25 % of YTD Amended Budget	2025 Adopted Budget	8/31/24 YTD Total	Difference Prior Year
OPERATING REVENUES						
Rentals	$ 130,801	$ 156,000	83.8%	$ 234,000	$ 84,925	$ 45,876
Other Revenue	-	-	0.0%	-	-	-
Total Operating Revenues	**$ 130,801**	**$ 156,000**	**83.8%**	**$ 234,000**	**$ 84,925**	**$ 45,876**
OPERATING EXPENDITURES						
Personnel	$ -	$ -	N/A	$ -	$ -	$ -
Materials & Supplies	2,921	9,167	31.9%	13,750	7,330	(4,409)
Operational & Contractual	37,047	26,910	137.7%	40,365	34,752	2,294
Capital	-	-	N/A	-	-	-
Total Operating Expenditures	**$ 39,968**	**$ 36,077**	**110.8%**	**$ 54,115**	**$ 42,083**	**$ (2,115)**
B&T Administration Overhead Allocation*	$ (80,597)	(80,597)	100.0%	$ (120,895)	$ (8,333)	$ (72,264)
Operating Revenues Over (Under) Expenditures	**$ 10,237**	**$ 39,327**	**26.0%**	**$ 58,990**	**$ 34,509**	**$ (24,272)**
Total Revenues Over (Under) Expenditures - Budgetary Basis	**$ 10,237**	**$ 39,327**		**$ 58,990**	**$ 34,509**	**$ (24,272)**

*Overhead allocation is comprised of salaries, business forms, liability insurance, building & grounds maintenance and bank service fees in Program 811 - Sports Core General Operations distributed to various Sports Core Programs on a percentage basis.
**Estimates based on historical year-end audit adjustments. Actual amounts are not measured and recorded until the end of the year.

Village of Oak Brook
Monthly Operating Statement
Golf Club Programs
For the Period Ending August 31, 2025

	823 Golf Café	831 Golf General Operation	832 Golf Learning & Practice	833 Golf Cart Operations	834 Golf Course Maintenance	844 Golf Surcharge	8/31/25 YTD Total	8/31/25 YTD Amended Budget	8/31/25 % of YTD Amended Budget	2025 Adopted Budget	8/31/24 YTD Total	Difference Prior Year
OPERATING REVENUES												
Memberships	$ -	$ 358,600	$ -	$ -	$ -	$ -	$ 358,600	$ 304,550	117.7%	$ 456,825	$ 393,375	$ (34,775)
Greens Fees	-	1,340,977	-	-	-	-	1,340,977	1,243,993	107.8%	1,865,990	1,282,143	58,833
Pro Shop Sales	-	141,773	-	-	-	-	141,773	120,000	118.1%	180,000	167,754	(25,981)
Golf Lessons	-	-	115,035	-	-	-	115,035	30,000	383.5%	45,000	123,108	(8,073)
Driving Range Fees	-	-	579,619	-	-	-	579,619	440,921	131.5%	661,382	35,420	544,199
Rentals	23,050	6,800	36,000	423,980	-	-	489,830	443,333	110.5%	665,000	437,004	52,826
Food Sales	55,394	-	-	-	-	-	55,394	33,167	167.0%	49,750	499,889	(444,496)
Beverage Sales	884	-	-	-	-	-	884	50,167	1.8%	75,250	49,414	(48,530)
Golf Surcharge	-	-	-	-	-	171,773	171,773	150,000	114.5%	225,000	-	171,773
Other Revenue	-	32,313	-	-	-	-	32,313	4,667	692.4%	7,000	2,436	29,877
Total Operating Revenues	**$ 79,327**	**$ 1,880,462**	**$ 730,654**	**$ 423,980**	**$ -**	**$ 171,773**	**$ 3,286,196**	**$ 2,820,798**	**116.5%**	**$ 4,231,197**	**$ 2,990,543**	**$ 295,653**
OPERATING EXPENDITURES												
Personnel	$ -	$ 274,696	$ 112,264	$ 47,516	$ 492,071	$ -	$ 926,548	$ 906,964	102.2%	$ 1,360,447	$ 900,569	$ 25,978
Materials & Supplies	(783)	101,212	32,918	583	175,506	-	309,437	249,757	123.9%	374,635	233,582	75,855
Operational & Contractual	-	172,856	25,388	6,440	33,772	-	238,456	301,315	79.1%	451,973	297,540	(59,084)
Other	-	-	-	-	-	-	-	-	N/A	-	-	-
Capital	-	477,544	-	48,470	73,750	-	599,765	567,369	105.7%	851,054	828,838	(229,073)
Total Operating Expenditures	**$ (783)**	**$ 1,026,308**	**$ 170,571**	**$ 103,010**	**$ 775,099**	**$ -**	**$ 2,074,206**	**$ 2,025,405**	**102.4%**	**$ 3,038,108**	**$ 2,260,530**	**$ (186,324)**
Operating Revenues Over (Under) Expenditures	**$ 80,110**	**$ 854,154**	**$ 560,084**	**$ 320,970**	**$ (775,099)**	**$ 171,773**	**$ 1,211,990**	**$ 795,393**	**152.4%**	**$ 1,193,089**	**$ 730,013**	**$ 481,977**
B&T Administration Overhead Allocation*	$ -	$ (319,591)	$ -	$ -	$ -	$ -	$ (319,591)	(319,591)	100.0%	$ (479,387)	$ (14,558)	$ (305,033)
INTERFUND TRANSACTIONS												
Reimbursement To General Fund	$ -	$ -	$ -	$ -	$ -	$ -	N/A	$ -	0.0%	$ -	$ (88,879)	
Total Interfund Transactions	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**N/A**	**$ -**	**$ -**	**$ -**	**$ (88,879)**	
Total Revenues Over (Under) Expenditures - Budgetary Basis	**$ 80,110**	**$ 534,563**	**$ 560,084**	**$ 320,970**	**$ (775,099)**	**$ 171,773**	**$ 892,399**	**$ 475,801**		**$ 713,702**	**$ 626,576**	**$ 176,944**

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

VILLAGE

OF

OAK BROOK

MONTHLY FINANCIAL REPORTS

SEPTEMBER 2025

Executive Summary on Village Funds

Through September 30, 2025

Governmental Funds	YTD Revenues	YTD Expenditures	YTD Net Fund Increase (Decrease)	Estimated YTD Ending Fund Balance (Deficit)
General Fund (Major Fund) *Main operating fund of the Village.*	$ 26,034,195	$ 22,507,712	$ 3,526,483	$ 46,903,960
Hotel Fund (Major Fund) *Collects and spends resources from the 3% hotel/motel tax.*	$ 1,858,440	$ 1,086,789	$ 771,651	$ 6,118,265
Motor Fuel Tax Fund *Collects and spends resources from the State motor fuel tax.*	$ 342,653	$ 72,635	$ 270,018	$ 2,662,235
Infrastructure Fund (Major Fund) *Accounts for construction and maintenance of roadways, drainage, and safety path systems.*	$ 7,935,424	$ 2,296,751	$ 5,638,673	$ 20,063,180
Enterprise Funds				
Water Fund (Major Fund) *Collects user fees for the distribution of water and maintenance of infrastructure.*	$ 9,395,483	$ 7,752,568	$ 1,642,916	$ 23,561,558
Sports Core Fund (Major Fund) *Accounts for revenues and expenses relating to administration, programs, food and beverage operations, and golf course.*	$ 5,054,595	$ 3,767,350	$ 1,287,244	$ 4,191,133
Internal Service Funds				
Insurance Fund *Accounts for the Village's health insurance costs and the related contributions from the Village, employees, retirees, and other agencies.*	$ 2,235,732	$ 2,346,917	$ (111,186)	$ 286,444
Garage Fund *Accounts for the maintenance of the Village's vehicle fleet and the related departmental reimbursements.*	$ 665,969	$ 628,592	$ 37,377	$ 481,040
Equipment Replacement Fund *Accounts for the replacement of the Village's vehicle fleet and the related departmental contributions.*	$ 1,069,610	$ 489,471	$ 580,139	$ 4,197,824

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

Village of Oak Brook
General Fund Financial Update
For the Period Ending September 30, 2025

	9/30/24 YTD Actual	9/30/25 YTD Actual	9/30/25 YTD Amended Budget	9/30/25 % of YTD Amended Budget	2025 Adopted Budget	Difference Prior Year
OPERATING REVENUES						
Sales Tax	$ 13,141,681	15,759,115	$ 12,937,500	121.8%	$ 17,250,000	$ 2,617,434
State Income Tax	1,070,610	1,143,052	975,000	117.2%	1,300,000	72,442
Replacement Tax	420,168	281,108	412,500	68.1%	550,000	(139,059)
Road & Bridge Tax	21,914	33,257	26,250	126.7%	35,000	11,343
Local Use Tax	232,854	109,208	239,250	45.6%	319,000	(123,646)
Cannabis Use Tax	9,963	9,611	9,375	102.5%	12,500	(351)
Grants	168,440	20,224	128,340	15.8%	171,120	(148,216)
Utility/Telecom. Tax	2,341,224	2,404,582	2,812,500	85.5%	3,750,000	63,358
Licenses and Permits	1,738,499	2,369,493	2,369,493	100.0%	2,747,560	630,994
Charges for Services	3,270,290	904,600	904,600	100.0%	2,738,050	(2,365,690)
Investment Interest	1,327,395	1,062,292	750,000	141.6%	1,000,000	(265,103)
Miscellaneous Income	630,381	429,361	454,666	94.4%	606,221	(201,020)
Total Operating Revenues	**$ 24,373,418**	**$ 24,525,903**	**$ 22,019,474**	**111.4%**	**$ 30,479,451**	**$ 152,486**
OPERATING EXPENDITURES						
Personnel	$ 15,737,023	$ 16,788,387	$ 17,840,444	94.1%	$ 23,787,259	$ 1,051,364
Materials and Supplies	423,096	347,382	517,090	67.2%	689,454	$ (75,714)
Operation and Contract	4,116,388	4,481,422	5,484,392	81.7%	7,312,523	$ 365,033
Other Expenditures	6,356	22,977	7,425	309.5%	9,900	$ 16,621
Capital Outlay	263,955	867,544	459,431	188.8%	612,575	$ 603,589
Total Operating Expenditures	**$ 20,546,819**	**$ 22,507,712**	**$ 24,308,783**	**92.6%**	**$ 32,411,711**	**$ 1,960,894**
SURPLUS (DEFICIT) OF REVENUES OVER EXPENDITURES	**$ 3,826,599**	**$ 2,018,191**	**$ (2,289,310)**	**-88.2%**	**$ (1,932,260)**	**$ (1,808,408)**
INTERFUND TRANSACTIONS						
Transfers In	$ -	$ -	$ -	N/A	$ -	$ -
Transfers Out				N/A		-
Reimbursements From Other Funds	656,955	1,508,292	1,508,297	100.0%	2,011,062	851,337
Reimbursements To Other Funds	-	-	-	N/A	-	-
Sports Core Loan				N/A	-	-
Total Interfund Transactions	**$ 656,955**	**$ 1,508,292**	**$ 1,508,297**	**100.0%**	**$ 2,011,062**	**$ 851,337**
NET FUND INCREASE (DECREASE)	**$ 4,483,554**	**$ 3,526,483**	**$ (781,013)**		**$ 78,802**	**$ (957,071)**

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

Village of Oak Brook
Hotel Tax Fund Financial Update
For the Period Ending September 30, 2025

	9/30/24 YTD Actual	9/30/25 YTD Actual	9/30/25 YTD Amended Budget	9/30/25 % of YTD Amended Budget	2025 Adopted Budget	Difference Prior Year
OPERATING REVENUES						
Hotel Tax	$ 1,197,355	$ 1,229,353	$ 1,050,000	117.1%	$ 1,400,000	$ 31,998
Investment Interest	136,979	147,719	45,000	328.3%	60,000	10,741
Loan Interest	1,000	-	-	N/A	-	(1,000)
Miscellaneous	-	481,368	378,375		504,500	481,368
Total Operating Revenues	**$ 1,335,334**	**$ 1,858,440**	**$ 1,473,375**	**126.1%**	**$ 1,964,500**	**$ 523,106**
EXPENDITURES						
Personnel	$ 30,125	$ 99,906	$ 105,651		$ 140,868	$ -
Operation and Contract	(15,755)	696,781	731,974	0.95	975,965	712,535.68
Capital Outlay	5,324	135,762	445,313	30.5%	593,750	130,437
Total Expenditures	**$ 19,694**	**$ 932,448**	**$ 1,177,286**	**79.2%**	**$ 1,710,583**	**$ 842,973**
SURPLUS (DEFICIT) OF REVENUES OVER EXPENDITURES	**$ 1,315,639**	**$ 925,992**	**$ 190,437**	**486.2%**	**$ 253,917**	**$ (319,867)**
INTERFUND TRANSACTIONS						
Transfer Out	$ -	$ -	$ -	N/A	$ -	$ -
Reimbursements to Other Funds	(182,934)	(154,341)	(154,343)	100.0%	(205,791)	28,593
Total Interfund Transactions	**$ (182,934)**	**$ (154,341)**	**$ (154,343)**	**100.0%**	**$ (205,791)**	**$ 28,593**
NET FUND INCREASE (DECREASE)	**$ 1,132,705**	**$ 771,651**	**$ 36,094**		**$ 48,126**	**$ (291,274)**

Note - Expenditures are recorded in program 171.

Village of Oak Brook
Infrastructure Fund Financial Update
For the Period Ending September 30, 2025

	9/30/24 YTD Actual	9/30/25 YTD Actual	9/30/25 YTD Amended Budget	9/30/25 % of YTD Amended Budget	2025 Adopted Budget	Difference Prior Year
OPERATING REVENUES						
Non-Home Rule Sales Tax	$ 5,714,383	$ 6,827,550	$ 5,246,250	130.1%	$ 6,995,000	$ 1,113,166
Charges for Services	-	-	-	N/A	-	$ -
Investment Interest	611,165	600,766	300,000	200.3%	400,000	(10,399)
Grants	-	507,108	-	N/A	-	507,108
Miscellaneous	2,395	-	-	N/A	-	(2,395)
Total Operating Revenues	**$ 6,327,944**	**$ 7,935,424**	**$ 5,546,250**	**143.1%**	**$ 7,395,000**	**$ 1,607,480**
OPERATING EXPENDITURES						
Personnel	$ 12,065	$ 13,466	$ -	N/A	$ -	$ 1,401
Materials and Supplies	21,469	38,694	35,850	107.9%	47,800	17,224
Operation and Contract	955,969	763,457	1,716,160	44.5%	2,288,213	(192,511)
Other Expenditures	-	-	-	N/A		-
Capital Outlay	461,740	954,706	3,383,381	28.2%	4,511,174	492,966
Total Operating Expenditures	**$ 1,451,243**	**$ 1,770,323**	**$ 5,135,391**	**34.5%**	**$ 6,847,187**	**$ 319,080**
SURPLUS (DEFICIT) OF REVENUES OVER EXPENDITURES	**$ 4,876,701**	**$ 6,165,101**	**$ 410,859**	**1500.5%**	**$ 547,813**	**$ 1,288,400**
INTERFUND TRANSACTIONS						
Transfers In	$ -	$ -	$ -	N/A	$ -	$ -
Reimbursements From Other Funds	-	-	150,000	0.0%	200,000	-
Reimbursements To Other Funds	(24,003)	(526,428)	(526,430)	100.0%	(701,906)	(502,425)
Total Interfund Transactions	**$ (24,003)**	**$ (526,428)**	**$ (376,430)**	**139.8%**	**$ (501,906)**	**$ (502,425)**
NET FUND INCREASE (DECREASE)	**$ 4,852,698**	**$ 5,638,673**	**$ 34,430**		**$ 45,907**	**$ 785,975**

Village of Oak Brook
Water Fund Financial Update
For the Period Ending September 30, 2025

	9/30/24 YTD Actual	9/30/25 YTD Actual	9/30/25 YTD Amended Budget	9/30/25 % of YTD Amended Budget	2025 Adopted Budget	Difference Prior Year
OPERATING REVENUES						
Plan Review Fees	$ 1,352	$ 1,800	$ 394	457.1%	$ 525	$ 448
Building/Inspection Fees	-	-	1,125	0.0%	1,500	-
Water Sales	8,046,073	8,220,404	8,481,897	96.9%	11,309,195	174,331
Unmetered Sales	51,832	50,305	45,000	111.8%	60,000	(1,527)
Water Connection Fees	65,090	72,910	55,500	131.4%	74,000	7,820
Fire Service Charge	-	-	-	N/A	-	-
Meter Charges	11,720	27,663	11,250	245.9%	15,000	15,943
Special Services	15,054	31,852	11,250	283.1%	15,000	16,798
Investment Interest	997,463	884,337	525,000	168.4%	700,000	(113,126)
Proceeds from Property Sale	1,090,855	-	-	N/A	-	(1,090,855)
Miscellaneous	88,978	106,213	56,250	188.8%	75,000	17,235
Total Operating Revenues	**$ 10,368,416**	**$ 9,395,483**	**$ 9,187,665**	**102.3%**	**$ 12,250,220**	**$ (972,933)**
OPERATING EXPENDITURES						
Personnel	$ 447,267	$ 430,737	$ 492,957	87.4%	$ 657,277	$ (16,530)
Materials and Supplies	78,094	96,643	89,753	107.7%	119,671	18,549
Operation and Contract	5,087,271	4,128,014	5,177,669	79.7%	6,903,559	(959,258)
Capital Outlay	3,205,663	2,655,265	5,815,643	45.7%	7,754,190	(550,398)
Total Expenditures	**$ 8,818,295**	**$ 7,310,659**	**$ 11,576,022**	**63.2%**	**$ 15,434,696**	**$ (1,507,636)**
Surplus (Deficit) of Revenues Over Expenditures	**$ 1,550,121**	**$ 2,084,825**	**$ (2,388,357)**	**-87.3%**	**$ (3,184,476)**	**$ 534,704**
INTERFUND TRANSACTIONS						
Reimbursements To Other Funds	$ (327,663)	$ (441,909)	$ (441,902)	100.0%	$ (589,202)	$ (114,246)
Total Interfund Transactions	**$ (327,663)**	**$ (441,909)**	**$ (441,902)**	**100.0%**	**$ (589,202)**	**$ (114,246)**
Fund Increase/(Decrease) - Budgetary Basis	**$ 1,222,458**	**$ 1,642,916**	**$ (2,830,258)**		**$ (3,773,678)**	**$ 420,458**

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

Village of Oak Brook
Monthly Operating Statement
Sports Core Fund Consolidated Presentation
For the Period Ending September 30, 2025

	B&T Recreation Operations	Field Operations	Clubhouse Operations	Golf Club	9/30/25 YTD Total	9/30/25 YTD Amended Budget	9/30/25 % of YTD Amended Budget	2025 Adopted Budget	9/30/24 YTD Total	Difference Prior Year
OPERATING REVENUES										
Memberships	$ 587,239	$ -	$ -	$ 358,600	$ 945,839	$ 719,705	131.4%	$ 959,607	$ 824,618	$ 121,222
Greens Fees	-	-	-	1,602,326	1,602,326	1,399,493	114.5%	1,865,990	1,520,067	82,259
Pro Shop Sales	-	-	-	161,306	161,306	135,000	119.5%	180,000	141,009	20,297
Golf Lessons	-	-	-	121,835	121,835	33,750	361.0%	45,000	35,245	86,590
Driving Range Fees	-	-	-	653,257	653,257	496,037	131.7%	661,382	493,359	159,898
Golf Surcharge	-	-	-	207,158	207,158	168,750	122.8%	225,000	200,077	7,081
Rentals	-	116,261	156,669	605,733	878,662	826,500	106.3%	1,102,000	830,813	47,850
Programs/User Fees	133,070	-	-	-	133,070	154,350	86.2%	205,800	136,162	(3,092)
Food Sales	64,257	-	-	72,943	137,200	43,335	316.6%	57,780	73,697	63,503
Beverage Sales	37,353	-	-	884	38,237	59,160	64.6%	78,880	-	38,237
Grants	-	-	-	-	-	-	N/A	-	-	-
Other Revenue	112,392	-	-	33,307	145,699	73,500	198.2%	98,000	103,519	42,180
Total Operating Revenues	**$ 934,310**	**$ 116,261**	**$ 156,669**	**$ 3,817,349**	**$ 5,024,589**	**$ 4,109,579**	**122.3%**	**$ 5,479,439**	**$ 4,358,565**	**$ 666,024**
OPERATING EXPENDITURES										
Personnel	$ 196,142	$ -	$ -	$ 1,090,177	$ 1,286,319	$ 1,238,298	103.9%	$ 1,651,064	$ 1,075,314	$ 211,005
Materials & Supplies	25,849	-	3,235	320,055	349,139	319,523	109.3%	426,030	333,298	15,841
Operational & Contractual	539,997	25,420	39,825	251,449	856,691	908,781	94.3%	1,211,708	922,720	(66,029)
Other	-	-	-	-	-	-	N/A	-	-	-
Capital	259,817	-	-	599,765	859,582	1,177,465	73.0%	1,569,954	1,543,193	(683,611)
Total Operating Expenditures	**$ 1,021,805**	**$ 25,420**	**$ 43,060**	**$ 2,261,446**	**$ 3,351,730**	**$ 3,644,066**	**92.0%**	**$ 4,858,755**	**$ 3,874,524**	**$ (522,794)**
B&T Administration Overhead Allocation*	$ 492,027	$ (41,816)	$ (90,671)	$ (359,540)	$ -	$ -	N/A	$ -	$ -	$ -
Operating Revenues Over (Under) Expenditures	**$ 404,533**	**$ 49,025**	**$ 22,938**	**$ 1,196,363**	**$ 1,672,858**	**$ 465,513**	**359.4%**	**$ 620,684**	**$ 484,041**	**$ 1,188,818**
INTERFUND TRANSACTIONS										
Reimbursement From Other Funds	$ 30,006	$ -	$ -	$ -	$ 30,006	$ 30,000	100.0%	$ 40,000	$ 30,006	$ -
Reimbursement To General Fund	(415,620)	-	-	-	(415,620)	(415,580)	100.0%	(554,106)	(152,361)	(263,259)
Total Interfund Transactions	**$ (385,614)**	**$ -**	**$ -**	**$ -**	**$ (385,614)**	**$ (385,580)**	**100.0%**	**$ (514,106)**	**$ (122,355)**	**$ (263,259)**
Total Revenues Over (Under) Expenditures - Budgetary Basis	$ 18,919	$ 49,025	$ 22,938	$ 1,196,363	$ 1,287,244	$ 79,933		$ 106,578	$ 361,686	$ 925,559

*Overhead allocation is comprised of salaries, business forms, liability insurance, building & grounds maintenance and bank service fees in Program 811 - Sports Core General Operations distributed to various Sports Core Programs on a % basis.
**Estimates based on historical year-end audit adjustments. Actual amounts are not measured and recorded until the end of the year.

Village of Oak Brook
Monthly Operating Statement
Bath & Tennis Club Recreation Operations
For the Period Ending September 30, 2025

	811 B&T Admin	812 Swimming	813 Tennis	822 Poolside Café	9/30/25 YTD Total	9/30/25 YTD Adopted Budget	9/30/25 % of YTD Amended Budget	2025 Adopted Budget	9/30/24 YTD Total	Difference Prior Year
OPERATING REVENUES										
Memberships	$ -	$ 559,845	$ 27,394	$ -	$ 587,239	$ 377,086	155.7%	$ 502,782	$ 431,243	$ 155,997
Programs/User Fees	-	86,918	46,152	-	133,070	154,350	86.2%	205,800	136,162	(3,092)
Food Sales	-	-	-	64,257	64,257	6,023	1066.9%	8,030	8,587	-
Beverage Sales	-	-	-	37,353	37,353	2,723	1372.0%	3,630	-	-
Grants	-	-	-	-	-	-	N/A	-	-	-
Other Revenue	106,653	-	3,489	2,250	112,392	68,250	164.7%	91,000	97,087	15,305
Total Operating Revenues	**$ 106,653**	**$ 646,763**	**$ 77,035**	**$ 103,860**	**$ 934,310**	**$ 608,431**	**153.6%**	**$ 811,242**	**$ 673,077**	**$ 168,210**
OPERATING EXPENDITURES										
Personnel	$ 142,298	$ 53,844	$ -	$ -	$ 196,142	$ 217,963	90.0%	$ 290,617	$ 186,638	$ 9,504
Materials & Supplies	457	23,363	2,029	-	25,849	21,116	122.4%	28,155	36,508	(10,659)
Operational & Contractual	73,908	303,314	69,727	93,047	539,997	482,511	111.9%	643,347	538,377	1,620
Other	-	-	-	-	-	-	N/A	-	-	-
Capital	228,222	31,595	-	-	259,817	539,175	48.2%	718,900	720,250	(460,432)
Total Operating Expenditures	**$ 444,886**	**$ 412,116**	**$ 71,756**	**$ 93,047**	**$ 1,021,805**	**$ 1,260,765**	**81.0%**	**$ 1,681,019**	**$ 1,481,772**	**$ (459,967)**
B&T Administration Overhead Allocation*	$ 624,005	$ (103,893)	$ (20,585)	$ (7,500)	$ 492,027	492,027	100.0%	$ 656,036	$ 28,093	$ 463,935
Operating Revenues Over (Under) Expenditures	**$ 285,772**	**$ 130,754**	**$ (15,306)**	**$ 3,313**	**$ 404,533**	**$ (160,306)**	**-252.4%**	**$ (213,742)**	**$ (780,602)**	**$ 1,092,112**
INTERFUND TRANSACTIONS										
Reimbursement From Other Fund	$ 30,006	$ -	$ -	$ -	$ 30,006	$ 30,000	100.0%	$ 40,000	$ 30,006	$ -
Reimbursement To General Fund	(415,620)	-	-	-	(415,620)	(415,580)	100.0%	(554,106)	(38,088)	(377,532)
Total Interfund Transactions	**$ (385,614)**	**$ -**	**$ -**	**$ -**	**$ (385,614)**	**$ (385,580)**	**100.0%**	**$ (514,106)**	**$ (8,082)**	**$ (377,532)**
Total Revenues Over (Under) Expenditures - Budgetary Basis	**$ (99,842)**	**$ 130,754**	**$ (15,306)**	**$ 3,313**	**$ 18,919**	**$ (545,886)**		**$ (727,848)**	**$ (788,684)**	**$ 714,580**

*Overhead allocation is comprised of salaries, business forms, liability insurance, building & grounds maintenance and bank service fees in Program 811 - Sports Core General Operations distributed to various Sports Core Programs on a percentage basis.
**Estimates based on historical year-end audit adjustments. Actual amounts are not measured and recorded until the end of the year.

Village of Oak Brook
Monthly Operating Statement
Open Fields Operations
For the Period Ending September 30, 2025

	815 Polo	816 Open Fields	9/30/25 YTD Total	9/30/25 YTD Amended Budget	9/30/25 % of YTD Amended Budget	2025 Adopted Budget	9/30/24 YTD Total	Difference Prior Year
OPERATING REVENUES								
Field Rentals	$ -	$ 116,261	$ 116,261	$ 152,250	76.4%	$ 203,000	$ 131,096	$ (14,835)
Range Rentals	-	-	-	-	N/A	-	-	-
Taste of Oak Brook	-	-	-	-	N/A	-	-	-
Other Revenue	-		-	-	N/A	-	-	-
Total Operating Revenues	**$ -**	**$ 116,261**	**$ 116,261**	**$ 152,250**	**76.4%**	**$ 203,000**	**$ 131,096**	**$ (14,835)**
OPERATING EXPENDITURES								
Personnel	$ -	$ -	$ -	$ -	N/A	$ -	$ -	$ -
Materials & Supplies	-	-	-	7,118	0.0%	9,490	-	-
Operational & Contractual	-	25,420	25,420	57,017	44.6%	76,022	30,876	(5,456)
Capital	-	-	-	-	N/A	-	-	-
Total Operating Expenditures	**$ -**	**$ 25,420**	**$ 25,420**	**$ 64,134**	**39.6%**	**$ 85,512**	**$ 30,876**	**$ (5,456)**
B&T Administration Overhead Allocation*	$ -	$ (41,816)	$ (41,816)	(41,816)	100.0%	$ (55,754)	$ -	$ (41,816)
Total Revenues Over (Under) Expenditures - Budgetary Basis	**$ -**	**$ 49,025**	**$ 49,025**	**$ 46,300**	**105.9%**	**$ 61,733**	**$ 100,220**	**$ (51,195)**

*Overhead allocation is comprised of salaries, business forms, liability insurance, building & grounds maintenance and bank service fees in Program 811 - Sports Core General Operations distributed to various Sports Core Programs on a percentage basis.
**Estimates based on historical year-end audit adjustments. Actual amounts are not measured and recorded until the end of the year.

Village of Oak Brook
Monthly Operating Statement
Bath & Tennis Clubhouse Operations
For the Period Ending September 30, 2025

	821 B&T Clubhouse	9/30/25 YTD Amended Budget	9/30/25 % of YTD Amended Budget	2025 Adopted Budget	9/30/24 YTD Total	Difference Prior Year
OPERATING REVENUES						
Rentals	$ 156,669	$ 175,500	89.3%	$ 234,000	$ 101,216	$ 55,453
Other Revenue	-	-	0.0%	-	-	-
Total Operating Revenues	**$ 156,669**	**$ 175,500**	**89.3%**	**$ 234,000**	**$ 101,216**	**$ 55,453**
OPERATING EXPENDITURES						
Personnel	$ -	$ -	N/A	$ -	$ -	$ -
Materials & Supplies	3,235	10,313	31.4%	13,750	7,354	(4,119)
Operational & Contractual	39,825	30,274	131.5%	40,365	38,434	1,391
Capital	-	-	N/A	-	-	-
Total Operating Expenditures	**$ 43,060**	**$ 40,586**	**106.1%**	**$ 54,115**	**$ 45,788**	**$ (2,728)**
B&T Administration Overhead Allocation*	$ (90,671)	(90,671)	100.0%	$ (120,895)	$ (9,375)	$ (81,296)
Operating Revenues Over (Under) Expenditures	**$ 22,938**	**$ 44,243**	**51.8%**	**$ 58,990**	**$ 46,053**	**$ (23,116)**
Total Revenues Over (Under) Expenditures - Budgetary Basis	**$ 22,938**	**$ 44,243**		**$ 58,990**	**$ 46,053**	**$ (23,116)**

*Overhead allocation is comprised of salaries, business forms, liability insurance, building & grounds maintenance and bank service fees in Program 811 - Sports Core General Operations distributed to various Sports Core Programs on a percentage basis.
**Estimates based on historical year-end audit adjustments. Actual amounts are not measured and recorded until the end of the year.

Village of Oak Brook
Monthly Operating Statement
Golf Club Programs
For the Period Ending September 30, 2025

	823 Golf Café	831 Golf General Operation	832 Golf Learning & Practice	833 Golf Cart Operations	834 Golf Course Maintenance	844 Golf Surcharge	9/30/25 YTD Total	9/30/25 YTD Amended Budget	9/30/25 % of YTD Amended Budget	2025 Adopted Budget	9/30/24 YTD Total	Difference Prior Year
OPERATING REVENUES												
Memberships	$ -	$ 358,600	$ -	$ -	$ -	$ -	$ 358,600	$ 342,619	104.7%	$ 456,825	$ 393,375	$ (34,775)
Greens Fees	-	1,602,326	-	-	-	-	1,602,326	1,399,493	114.5%	1,865,990	1,520,067	82,259
Pro Shop Sales	-	161,306	-	-	-	-	161,306	135,000	119.5%	180,000	141,009	20,297
Golf Lessons	-	-	121,835	-	-	-	121,835	33,750	361.0%	45,000	35,245	86,590
Driving Range Fees	-	-	653,257	-	-	-	653,257	496,037	131.7%	661,382	493,359	159,898
Rentals	25,950	9,244	61,750	508,789	-	-	605,733	498,750	121.5%	665,000	598,500	7,233
Food Sales	72,943	-	-	-	-	-	72,943	37,313	195.5%	49,750	65,111	7,833
Beverage Sales	884	-	-	-	-	-	884	56,438	1.6%	75,250	-	884
Golf Surcharge	-	-	-	-	-	207,158	207,158	168,750	122.8%	225,000	200,077	7,081
Other Revenue	-	33,307	-	-	-	-	33,307	5,250	634.4%	7,000	6,432	26,875
Total Operating Revenues	**$ 99,777**	**$ 2,164,783**	**$ 836,842**	**$ 508,789**	**$ -**	**$ 207,158**	**$ 3,817,349**	**$ 3,173,398**	**120.3%**	**$ 4,231,197**	**$ 3,453,175**	**$ 364,174**
OPERATING EXPENDITURES												
Personnel	$ -	$ 314,699	$ 145,602	$ 58,575	$ 571,301	$ -	$ 1,090,177	$ 1,020,335	106.8%	$ 1,360,447	$ 888,676	$ 201,500
Materials & Supplies	(783)	111,830	32,918	583	175,506	-	320,055	280,976	113.9%	374,635	289,435	30,620
Operational & Contractual	-	185,726	25,388	6,440	33,894	-	251,449	338,980	74.2%	451,973	315,033	(63,584)
Other	-	-	-	-	-	-	-	-	N/A	-	-	-
Capital	-	477,544	-	48,470	73,750	-	599,765	638,290	94.0%	851,054	822,943	(223,178)
Total Operating Expenditures	**$ (783)**	**$ 1,089,800**	**$ 203,908**	**$ 114,069**	**$ 854,451**	**$ -**	**$ 2,261,446**	**$ 2,278,581**	**99.2%**	**$ 3,038,108**	**$ 2,316,088**	**$ (54,642)**
Operating Revenues Over (Under) Expenditures	**$ 100,559**	**$ 1,074,983**	**$ 632,934**	**$ 394,720**	**$ (854,451)**	**$ 207,158**	**$ 1,555,903**	**$ 894,817**	**173.9%**	**$ 1,193,089**	**$ 1,137,087**	**$ 418,816**
B&T Administration Overhead Allocation*	$ -	$ (359,540)	$ -	$ -	$ -	$ -	$ (359,540)	(359,540)	100.0%	$ (479,387)	$ (18,717)	$ (340,823)
INTERFUND TRANSACTIONS												
Reimbursement To General Fund	$ -	$ -	$ -	$ -	$ -	$ -	N/A	$ -	0.0%	$ -	$ (114,273)	
Total Interfund Transactions	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**N/A**	**$ -**	**$ -**	**$ -**	**$ (114,273)**	
Total Revenues Over (Under) Expenditures - Budgetary Basis	**$ 100,559**	**$ 715,443**	**$ 632,934**	**$ 394,720**	**$ (854,451)**	**$ 207,158**	**$ 1,196,363**	**$ 535,276**		**$ 713,702**	**$ 1,004,097**	**$ 77,993**

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

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
October 14, 2025

SUBJECT: Authorization to Approve the Amended Aqua Wheeling Agreement

FROM: Tim O'Malley, Public Works Director

BUDGET SOURCE/BUDGET IMPACT: N/A

RECOMMENDED MOTION: I move the Village Board approve Resolution R-2319 A Resolution Approving an Amended Aqua Wheeling Agreement by and between the Village of Oak Brook and Aqua Illinois, Inc., pending final attorney review and approval.

Background/History:
In 2019, the Village Board approved the sale of non-resident portions of the Village's Water System to Aqua Illinois, Inc. This sale contemplated that Aqua would continue to obtain water from the Village for a limited time (the water "Wheeling Agreement") and eventually disconnect these portions of the water system by creating their own feed directly from the DuPage Water Commission. After evaluating the same, Aqua then requested that the Village amend the water agreement to supply water, on a long-term basis, through our existing water system. The Village will charge Aqua a wheeling rate of $1.95 per 1000 gallons of water ("Wheeling Rate"). Beginning January 1, 2026, this wheeling rate will increase 3% annually on January 1st of each subsequent year throughout the term of this agreement.

In order to accomplish this, certain protections are required, including flow meters to establish water usage and an overhead charge sufficient to cover our storage, delivery, and capital investment in the systems that serve this water supply. The Village also identified the need to add safeguards to the Wheeling Agreement in the form of Performance Bond. The Performance Bond will ensure the Village will be compensated in the event Aqua's contractual obligations for payment are not met. Per the Environmental Protection Agency, the Village is not permitted to discontinue water being wheeled to a contractual provider, based on default of payment to the Village. Therefore, staff negotiated a Performance Bond sufficient to cover twelve months of water usage in the event of non-payment; with twelve months being derived as the maximum period for a bankruptcy and resale of the water system to be completed, if ever so required. The bond amount will be reset every two years based upon the then current water volume and pricing.

These items have been reviewed and approved by both Aqua and the DuPage Water Commission prior to this meeting. The term of this Agreement shall be from the Effective Date for a period of twenty (20) years. This Agreement may be renewed for three additional ten-year terms upon mutual written agreement of the Parties hereto prior to the expiration of the then applicable term. Aqua shall, within thirty (30) days of the execution of the Agreement, furnish a bond in the amount of $1,800,000 representing the approximated amount of twelve months of volumetric payments by Aqua to the Village pursuant to this Agreement. The bond shall be issued by an admitted surety insurer, authorized to act as a surety in the State of Illinois.

Additionally, in the event Aqua fails to pay the Village for any undisputed amounts owed pursuant to the Agreement: (i) the Village shall be entitled to reimbursement of all fees and costs, and expenses, including attorney's fees, to secure such payment; (ii) to waive trial by jury in any legal proceeding initiated by the Village to secure such payment; and (iii) the Village may seek, any reasonable deposits. The bond shall be renewed and adjusted bi-annually for the entire term of the Agreement and subsequent amendments to extend the Agreement.

The Interconnections to the Village system shall be metered as follows: no later than 18 months following the execution of this Agreement, Aqua shall design, construct, operate, own, and thereafter maintain a two-way flow meter near Drury Lane subject to the Village's review and approval. Additionally, Aqua shall, when necessary, at its cost (unless the Parties agree otherwise) further design, construct, operate, maintain, and replace the Interconnections at the existing locations or different proposed locations to the extent such are necessary or convenient for obtaining or measuring the flow of water from the Village System to the Aqua System.

Recommendation:

Staff recommends that the Village Board approve Resolution R-2319 A Resolution Approving an Amended Aqua Wheeling Agreement by and between the Village of Oak Brook and Aqua Illinois, Inc., pending final attorney review and approval.

Attachments:

1. R-2319 AQUA Wheeling Agreement 10-14-25
2. Aqua - Oak Brook Long Term Water Purchase Agreement FINAL - signed by Aqua 09-09-25
3. Exhibit B - Mag Meter 8000 specs

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

RESOLUTION
NUMBER 2025-AQUA-AG-R-2319

A RESOLUTION
APPROVING THE DELIVERY AGREEMENT BY AND BETWEEN THE VILLAGE OF OAK BROOK AND AQUA ILLINOIS, INC

Published in pamphlet form by authority of the
President and the Board of Trustees of the Village of Oak Brook
on the 14th day of October 2025

RESOLUTION NO. 2025-AQUA-AG-R-2319

A RESOLUTION
APPROVING THE DELIVERY AGREEMENT BY AND BETWEEN THE VILLAGE OF OAK BROOK AND AQUA ILLINOIS, INC

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

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

WHEREAS, Aqua Illinois, Inc. is an Illinois Corporation (“Aqua”), being a public utility regulated by the Illinois Commerce Commission within the meaning of Section 3-105 of the Public Utilities Act, 220 ILCS 511-101 et seq.;

WHEREAS, the Village owns and operates a water distribution system serving the incorporated areas of the Village (the “Village System”) and Aqua owns and operates a water distribution system that currently serves five discrete and non-contiguous service areas, referred to as Unincorporated Oak Brook Zones (“Aqua System”);

WHEREAS, Aqua and the Village desire to enter into a water transmission and delivery agreement for the delivery of DuPage Water Commission water from the Village’s System to the Aqua System (“Wheeling”) in the form and manner described in the Delivery Agreement Among The Village Of Oak Brook And Aqua Illinois, Inc. (the “Agreement”), attached hereto and incorporated herein as Exhibit A;

WHEREAS, Staff recommends the Corporate Authorities to approve the Agreement with Aqua, as further detailed in and subject to the terms and conditions of said Agreement;

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 does hereby approve the Agreement with Aqua, subject to the terms and conditions set forth in said Agreement, attached hereto and incorporated herein as Exhibit A.

Section Three – Authorization and Direction

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

Section Four - Other Actions Authorized

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

Section Five - Authorization of Expenditures

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

Section Six - Acts of Village Officials

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

Section Seven – Effective Date

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

Section Eight - Publication

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

Section Nine – Conflict Clause

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

Section Ten – Saving Clause

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

Section Eleven – Recording

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

PASSED THIS 14th day of October 2025.

Ayes: ______________________________

Nays: ______________________________

Absent: ______________________________

APPROVED THIS 14th day of October 2025.

____
LAURENCE E. HERMAN,
Village President

ATTEST:

____
NETASHA SCARPINITI,
Village Clerk

EXHIBIT A

Agreement

DELIVERY AGREEMENT
AMONG THE VILLAGE OF OAK BROOK AND AQUA ILLINOIS, INC

This Delivery Agreement (the "Agreement"), dated as of ____________, 2025, by and between the VILLAGE OF OAK BROOK, a municipal corporation of the State of Illinois existing by virtue of its creation consistent with the Illinois Municipal Code set forth in 65 ILCS 5/1-1-1 *et seq.* (the "Village"), and AQUA ILLINOIS, INC, an Illinois Corporation ("Aqua"), a public utility regulated by the Illinois Commerce Commission within the meaning of Section *3-105* of the Public Utilities Act, 220 ILCS 511-101 *et seq.* DUPAGE WATER COMMISSION, DuPage, Cook, and Will Counties, State of Illinois, a county water commission and public corporation under Division 135 of Article 11 of the Illinois Municipal Code, 65 ILCS 5/11-135-1 *et seq.*, and the Water Commission Act of 1985, 70 ILCS 3720/0.01 *et seq.* (the "Commission"), is a signatory to this Agreement as to form approving the arrangement and as an intended third party beneficiary of this Agreement.

WITNESSETH:

WHEREAS, the Commission owns and maintains a transmission and distribution system as a supplier of potable water to member customers that contract for such service ("Commission's Waterworks System"); and

WHEREAS, the Commission and Village are parties to that certain *Water Purchase and Sale Contract* dated as of January 18, 2024 ("Village – Commission Contract"); and

WHEREAS, the Village owns and operates a water distribution system serving the incorporated areas of the Village (the "Village System") and is a customer of the Commission for the Village System; and

WHEREAS, the Commission and Aqua are parties to that certain *Water Purchase and Sale Contract* dated as of January 18, 2024 as amended by that *Addendum to Water Purchase and Sale Contract* dated February 15, 2024 ("Aqua - Commission Contract"); and

WHEREAS, Aqua and Village (and Commission as signatory for the purposes stated therein) are parties to that certain *Interim Delivery Agreement* dated November 29, 2022. ("Interim Delivery Agreement"); and

WHEREAS, Aqua owns and operates a water distribution system that currently serves five discrete and non-contiguous service areas, referred to as Unincorporated Oak Brook Zones ("Aqua System")

WHEREAS, the Aqua System is adjacent to the Village System and the Aqua System is currently supplied Commission water through the Village System pursuant to the Interim Delivery Agreement; and

WHEREAS, the Village System and the Aqua System are hydraulically connected and the Village System is currently serving and is capable of continuing to serve the Aqua System with water from the Commission's Waterworks System through the Village System; and

WHEREAS, Aqua and the Village desire to enter into a water transmission and delivery agreement for the delivery of Commission water from the Village's System to the Aqua System ("Wheeling") in the form of this Agreement; and

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual covenants and agreements herein contained, Aqua, the Village (and the Commission to the extent stated herein) hereby agree as follows:

Section 1. The Interim Delivery Agreement is replaced and abrogated in its entirety by the terms hereof as of the Effective Date.

Section 2. Agreement to Deliver. Effective December 1, 2025, (the "Effective Date") and throughout the Term of this Agreement, subject to the terms hereof, the Village agrees to transmit and deliver water from the Commission through the Village System to the Aqua System subject to availability of such water from the Commission. Subject to the terms and conditions of this Agreement, the Village will deliver the full water supply to the Aqua System through existing interconnection points. The interconnections points between the Village System and the Aqua System ("Interconnections") are as shown on Exhibit A. Notwithstanding any requirement of the

Aqua - Commission Agreement to the contrary, title to all water supplied by the Commission shall remain in the Commission to the point of delivery to the Village System and thereupon shall pass to the Village and then Aqua as their interests may appear.

Section 3. Aqua System Interconnection to Village.

The Interconnections shall be metered as follows:

1. The Interconnections are at the locations as shown on Exhibit "A".
2. The Interconnections are currently metered by meters shown on Exhibit "B". The Parties agree to such Interconnections and meters as are currently in place and acceptable to each.

No later than 18 months days following the execution of this Agreement, Aqua shall design, construct, operate, own, and thereafter maintain a two-way flow meter near the Drury Lane subject to the Village's review and approval; such approval not to be unreasonably withheld. Additionally, Aqua shall, when necessary at its cost (unless the Parties agree otherwise) further design, construct, operate, maintain, and replace the Interconnections at the existing locations or different proposed locations ("Interconnection Modifications") to the extent such are necessary or convenient for obtaining or measuring the flow of water from the Village System to the Aqua System. The further Interconnection Modifications shall be subject to the Village's reasonable approval.

Subject to normal operating constraints, adequate delivery, and pressure of the supply of water delivered to Village, Village will supply water at the Delivery Points at a reasonably constant pressure.

Village agrees and hereby grants to Aqua the right to use any Right of Way to lay and repair any pipe, main or facilities of any part of the Interconnection that is within the Village right of way. If any further Interconnections or mains to an Interconnection are necessary or convenient, for the Aqua System, upon request of Aqua to the Village the Village agrees that it will allow the use of Village right of way, subject to the Village's reasonable review of such use. Aqua's use of the Village Right of Way shall be, subject to generally applicable permitting requirements of the Village.

Section 4. Metering / Station Access.

Aqua shall provide access to the Flow Meters, which have been installed at the Interconnections, to the Village and Commission at reasonable times for purposes of examination, inspection, and verification of meter readings, but the readings of each meter for billing purposes, calibration, and adjustment of the equipment therein shall be done only by the employees or agents of Aqua.

Aqua shall inform the Village of any replacement of the Flow Meters. Any change in the type of the Flow Meters shall be subject to the Village's reasonable approval.

Section 5. Meter Readings. Aqua shall read the Flow Meters at the Interconnection on a monthly basis corresponding to the Commission readings for the Village System and shall provide the Village with copies of the readings. Such readings shall establish the volume of water from the Village to the Aqua System (the "Aqua System Volume").

During the term of this Agreement, Aqua and the Village shall jointly submit to the Commission by January 15 of each year a notarized statement with the amount of gallons delivered from the Village to Aqua for the previous calendar year.

Section 6. Prices; Terms of Payment.

A. Aqua's Payments to the Village.

Aqua shall pay the Village on monthly basis based on the volume of water determined by the Flow Meter readings in Section 4 at the same volumetric rate the Village pays the Commission plus the Wheeling Rate set out in Subsection 6C.

Aqua shall allow the Village to audit all Flow Meter readings, end user customer volume reports or any other reasonable reports, readings or data used to determine Aqua System Volume, including, upon reasonable advance notice by the Village to Aqua, allowing access to any Flow Meters for physical inspection by the Village's representatives.

B. Village's Payments to the Commission.

The Village shall make all required payments to the Commission in accordance with the terms of the Village Customer Contract without any deduction for the volume of water delivered to the Aqua System.

C. Village Wheeling Rate.

Village will charge Aqua a wheeling rate of $1.95 per 1,000 gallons of water ("Wheeling Rate"). Beginning January 1, 2026 this Wheeling Rate will increase 3% annually on January 1st of each subsequent year throughout the Term of this Agreement.

Section 7. Water Storage Capacity.

The Village shall maintain, during the entire term of this Agreement and any renewal or extension of it, effective water storage capacity equal to the water storage capacity required by the Charter Customer Contract for the Village System.

Section 8. Water Allocation Permit Operation.

A. The Village currently serves water to the Aqua System pursuant to that certain Allocation Permit No. 2009-142 ("Village Permit") issued by the Illinois Department of Natural Resources ("IDNR") under 17 Ill. Adm. Code 3730, *Allocation of Water from Lake Michigan* ("Allocation Regulations"). The Village shall continue to provide water to the Aqua System pursuant to the Village Permit until Aqua has received its own allocation from IDNR for the Aqua System.

B. Aqua shall use data collected by the existing Flow Meters to apply to the IDNR for issuance of allocation permits under the Allocation Regulations for the Aqua System which are independent of the Village Permit ("Aqua System Permits"). The applications for the Aqua System Permits shall be based on metered usage data for the Aqua System and shall include only such amount as is attributable to such Aqua System pursuant to the Allocation Regulations. Upon Aqua's submittal of any such request, the Village agrees to file with the IDNR separate modification applications that are necessary to reflect a corresponding reduction in the allocation allowed by the Village Permit.

C. Until the IDNR's issuance of the Aqua System Permits, the Village, as the named permittee of the Village Permit:

1. shall continue to be responsible to comply with all legal and regulatory requirements of the Village Permit and the Allocation Regulations that are applicable to the Aqua System; and
2. shall continue to be responsible for, and submit to, the IDNR all required LMO-2 data on an annual basis, as required by the Village Permit then in effect.

D. Aqua shall indemnify and hold harmless the Village pursuant to subsections 10 (E) and 10 (F) for any non-compliance with the Village Permit or the Allocation Regulations that is caused by or attributable to the Aqua System and for any reporting violation attributable to Aqua's failure to provide requested existing data for the LMO-2 data reports to the IDNR.

E. Aqua shall provide to the Village, when requested, all usage and water loss information for the Aqua System necessary to complete the LMO-2 data reports to the IDNR.

F. Aqua shall provide the Village a license to access portions of the Aqua System that are reasonably necessary for the Village to comply with its obligations pursuant to subsection (C) hereof, and the Village agrees to coordinate such access with Aqua.

Section 9. Limitations on Supply of Water.

A. Curtailment. If at any time it becomes necessary for the Commission to limit generally its delivery of Lake water to its customers for any reason, then the Village and Aqua together shall take all reasonable and appropriate actions to provide that such Lake water as is delivered by the Commission is shared by the Village and Aqua on a pro rata basis.

B. Limitation on Supply to Village. If at any time it becomes necessary for the Commission to limit its delivery of Lake water to the Village System (but not to the Aqua System) for any reason pursuant to the Commission – Village Contract and specifically related to the Village, then the Village shall take all reasonable and appropriate actions, including without limitation the imposition of water use limitations on customers of the Village System, to limit the use of Lake water in the Village System so that the Lake water to which the portion of the Aqua System serving the Aqua System is entitled is delivered by the Village to the Aqua System.

C. Limitation on Supply to Aqua. If at any time it becomes necessary for the Commission to limit its delivery of Lake water to the Aqua System (but not to the Village System) for any reason specifically related to Aqua, then Aqua shall take all reasonable and appropriate actions, including without limitation the imposition of water use limitations on customers of the Aqua System, and the Village shall, and shall be entitled to, make all necessary and appropriate adjustments to the Village System, to assure that the appropriate amount of Lake water to which the Village System is entitled is delivered to the Village System during such period of curtailment to Aqua.

D. No Liability of Commission. Aqua and the Village each hereby acknowledge and agree that the Commission shall not be obligated to enforce the provisions of this Section 9 but may do so in its sole discretion and that the Commission shall not be liable either to Aqua or to the Village for any damages occasioned by or in any way related to any limitation on, or delay in, the delivery of Lake water to them or to either one of them.

Section 10. Releases and Indemnification.

A. Indemnification of the Commission by Aqua. To the fullest extent permitted by law, Aqua hereby releases the Commission, and its respective officers, agents and employees, from and agrees that the Commission, and its respective officers, agents and employees, shall not be liable for, and agree to indemnify and hold the Commission, and its respective officers, agents and employees, harmless from: (1) any liabilities for any loss or damage to property or any injury to, or death of, any person that may be occasioned by or related to any cause whatsoever pertaining to the construction, installation, removal, relocation, replacement, extension, improvement, maintenance, or operation of the Aqua System or the Alternate Connection Facilities, (2) any liabilities, losses, or damages, or claims therefor, arising out of the failure, or claimed failure, of Aqua to comply with its covenants or obligations contained in this Agreement, or (3) the failure to supply Lake Water or for any interruption of the Lake Water supply, including, in each such case, any attorneys' fees.

B. Indemnification of the Commission by the Village. To the fullest extent permitted by law, the Village hereby releases the Commission and its respective officers, agents and employees from, and agrees that the Commission and its respective officers, agents and employees shall not be liable for, and agrees to indemnify and hold the Commission and its respective officers, agents and employees harmless from (1) any liabilities, losses, or damages, or claims therefor, arising out of the failure, or claimed failure, of the Village to comply with its covenants or obligations contained in this Agreement, (2) any liabilities, losses, or damages, or claims therefor, arising out of the failure, or claimed failure, of Aqua to comply with its covenants or obligations contained in this Agreement, or (3) the failure of the Village to supply Lake Water to Aqua or any interruption of the Lake Water supply to Aqua, in any case caused by the Village.

C. Indemnification of the Commission by Aqua and the Village. Unless otherwise prohibited by law, Aqua and the Village agree to indemnify and hold the Commission, and its respective officers, agents and employees, harmless to the fullest extent permitted by law from any losses, costs, charges, expenses (including attorneys' fees), judgments, and liabilities incurred by the Commission, and its respective officers, agents and employees, in connection with any action, suit, or proceeding instituted or threatened by any third party in connection with this Agreement.

D. Indemnification Claims Made by the Commission. If any such claim provided for in subsections (A), (B) or (C), is asserted, the Commission shall give prompt notice to Aqua or the Village or both, as applicable, and Aqua or the Village or both, as applicable, if requested by the Commission, shall assume the defense thereof, it being understood, however, that neither Aqua nor the Village shall settle or consent to the settlement of any such claim without the written consent of the Commission. In connection with any such claims, litigation or liabilities, the Commission and its respective officers, agents, employees, representatives and assigns shall have the right to defense counsel of their choice. Aqua and the Village, as applicable, shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, litigation, or liabilities. Aqua and the Village, as applicable, shall have the right to participate in the defense of any such claim, or litigation and, upon the request of the Commission as stated above, shall assume the defense of the Commission, and its respective officers, agents and employees.

E. Indemnification of the Village by Aqua. Other than in the case of intentional misconduct by the Village, Aqua hereby releases and holds harmless the Village, and its respective officers, agents and employees, from, and agrees that the Village, its respective officers, agents or employees, shall not be liable for, any damages resulting from failure to supply Lake water or for any interruption of the Lake water supply to the fullest extent allowed by law; provided that the foregoing shall not excuse the Village from using its good faith efforts to comply with its respective obligations pursuant to Section 1 of this Agreement. Aqua hereby agrees to indemnify, save, and hold harmless the Village, and its respective officers, agents and employees, from and against all claims, litigation, and liability, including legal defense costs and expenses and attorneys' fees, asserted against the Village, or any of its respective officers, agents or employees, from any liabilities for any loss or damage to property or any injury to, or death of, any person that may be occasioned by or related to any cause whatsoever pertaining to the construction, installation, removal, relocation, replacement, extension, improvement, maintenance, or operation of the Aqua System or the Alternate Connection Facilities to the fullest extent allowed by law.

F. Indemnification Claims Made by the Village. If any such claim provided for in subsection (E), is asserted, the Village shall give prompt notice to Aqua and Aqua, if requested by the Village, shall assume the defense thereof, it being understood, however, Aqua shall not settle or consent to the settlement of any such claim without the written consent of the Village. In connection with any such claims, litigation or liabilities, the Village and its respective officers, agents, employees, representatives and assigns shall have the right to defense counsel of their choice. Aqua shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, litigation, or liabilities. Aqua shall have the right to participate in the defense of any such claim, or litigation and, upon the request of the Village, as stated above, shall assume the defense of the Village, as well as its respective officers, agents, employees, representatives and assigns.

Section 10. Interpretation: Compliance with Existing Contracts. This Agreement shall be deemed to be a separate written contract between the Village, the Commission and Aqua. Except where expressly provided in this Agreement, nothing in this Agreement shall be construed to be, or applied in any manner, inconsistent with the terms of the Village – Commission Contract or the Aqua - Commission Contract (the "Prior Contracts"), and if there is any conflict or inconsistency between the terms of this Agreement and the terms of either one or both of those Prior Contracts, then the terms of those Prior Contracts shall control.

The Village shall at all times comply with all terms and conditions of this Agreement and the Village – Commission Contract, and Aqua shall at all times comply with all terms and conditions of this Agreement and the Aqua - Commission Contract , including without limitation the making of all payments due thereunder or hereunder promptly to the Commission. Under no circumstances shall any dispute of any nature under this Agreement or Aqua's inability to receive water through the Interconnections provided by this Agreement, excuse, delay, or in any other way affect the Village's or Aqua's performances under such Prior Contracts or this Agreement, including without limitation the making of all such payments.

Section 11. Term / Bond / Payment Remedies.

A. The term of this Agreement shall be from the Effective Date for a period of twenty (20) years. This Agreement may be renewed for three additional ten-year terms upon mutual written agreement of the Parties hereto prior to the expiration of the then applicable term.

B. Aqua shall, within thirty (30) days of the execution of the Agreement, furnish a bond in the amount of one million eight hundred thousand dollars and zero cents ($1,800,000.00) representing the approximated amount of twelve months of volumetric payments by Aqua to the Village pursuant to Section 6(A)to guarantee the faithful performance of the payment obligations to be performed pursuant to this Agreement. The bond shall be issued by an admitted surety insurer, authorized to act as a surety in the State of Illinois. This bond shall be renewed and adjusted bi-annually for the entire term of the Agreement and subsequent amendments to extend the Agreement.

C. In addition to, and without any limitation of Aqua's indemnification obligations to the Village , any other rights or remedies at law or in equity of the Village contained in this Agreement, in the event Aqua fails to pay the Village for any undisputed amounts owed pursuant to Section 6(A) above, Aqua agrees: (i) the Village shall be entitled to reimbursement of all fees and costs, and expenses, including attorney's fees, to secure such payment; (ii) to waive trial by jury in any legal proceeding initiated by the Village to secure such payment; and (iii) the Village may seek, s any reasonable deposits customarily given in the utility industry to secure adequate assurance of future payments, as an appropriate equitable remedy.

Section 12. Governing Law. This Agreement shall be construed exclusively under the applicable laws of, but not the conflict of law rules of, the State of Illinois.

Section 13. Amendment. This Agreement shall not be modified, revised, amended, or annulled in any way except in writing approved by all parties hereto.

Section 14. Notices. All notices or communications provided for herein shall be in writing and shall be delivered in person or by certified United States mail, return receipt requested, postage prepaid, addressed as follows:

To the Village:
Village Manager
Village of Oak Brook
1200 Oak Brook Road
Oak Brook, Illinois 60523

To Aqua:
Aqua Illinois, Inc.
President
1000 S. Schuyler Avenue
Kankakee, IL 60901

To the Commission:
General Manager
DuPage Water Commission
600 East Butterfield Road
Elmhurst, IL 60126

until and unless other addresses are specified by notice given in accordance herewith.

Section 15. Legal Authority. Each party represents and warrants to the others that it has full legal authority to enter this Agreement; that the officers and representatives signing this Agreement have been duly authorized to sign by their respective party; that entering this Agreement will not conflict with or violate the terms of any other agreement or obligation to which each respective party hereto is obligated or bound.

Section 16. Regulatory Approval. This Agreement is subject to all governmental authorizations needed for, including, but not necessarily limited to, adoption and approval from Illinois Commerce Commission.

Section 17. Cooperation. The parties agree to cooperate with each other and to use commercially reasonable efforts in the implementation of this Agreement, and to sign or cause to be signed, in a timely fashion, any and all necessary instruments, documents and petitions, and to take such other actions as may be reasonably necessary in order to effectuate the purposes of this Agreement.

Section 18. Execution in Counterparts. This Agreement may be executed in any number of counterparts (including by means of email or other electronic signature), each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument. Execution and delivery by facsimile or in any electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement. To the extent applicable, the foregoing constitutes the election of the parties to invoke any applicable law authorizing electronic signatures.

Section 19. Third-Party Beneficiary. For all purposes of this Agreement, the Commission shall be expressly deemed an intended third-party beneficiary of this Agreement, and as such shall be entitled to rely upon and shall have the express right to enforce the terms and conditions of this Agreement to the extent it affects the Commission. Further, this Agreement may not be modified, amended or terminated without the consent of the Commission in its sole discretion.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Village and Aqua have caused this Agreement to be properly signed and attested to by their respective officers, and their seals affixed hereto, all as of the day and date first hereinabove set forth.

VILLAGE OF OAK BROOK

By:

Name:

Title:

(Corporate Seal)

ATTEST:

Village Clerk

AQUA ILLINOIS, INC

By:

Name: David C Carter

Title: President

Approved as to form approving the arrangement pursuant to the Aqua Customer Contract and as an intended third-party beneficiary of this Agreement pursuant to Section 19.

DUPAGE WATER COMMISSION

By:

Name:

Title:

(Corporate Seal)

ATTEST:

Clerk

EXHIBIT A – Approximate Metering Points

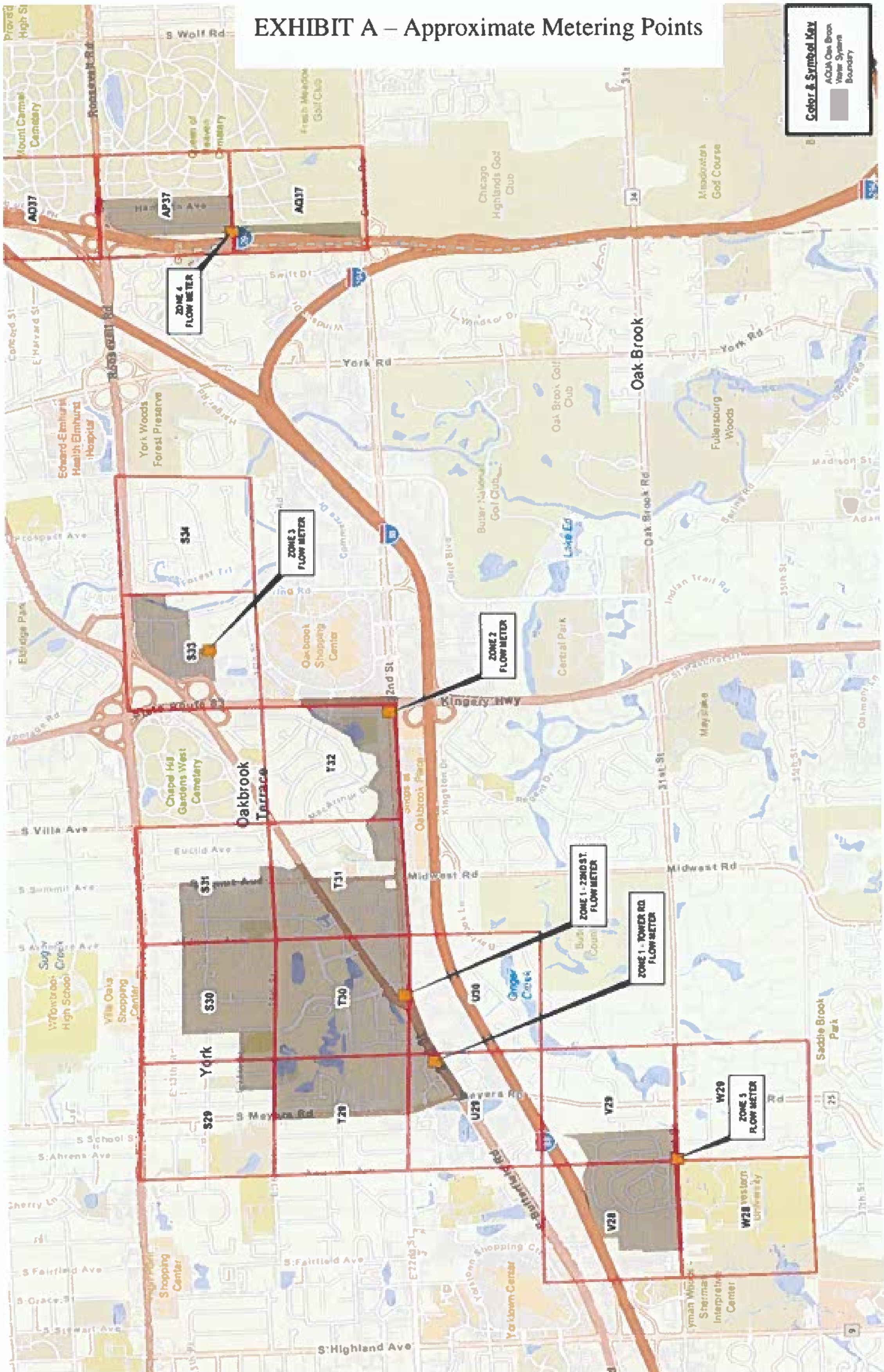


EXHIBIT B

Meter Information

Battery-operated water meter MAG 8000/MAG 8000 CT

Overview

MAG 8000 is a comprehensive meter which intelligent information and high performance measurement as well as the easy to install concept take cost of ownership and customer service to a new level for water meter.

Benefits

Easy to install

- Compact or remote solution with factory mounted cable and customer setting from factory
- IP68/NEMA 6P enclosure. Sensor can be buried
- Flexible power supply - internal or external battery pack or mains power supply with battery back-up possibilities

Superior measurement

- Down to 0.2% maximum uncertainty
- OIML R 49 type approval
- Bi-directional measurement

Long lasting performance/Low cost of Ownership

- Verification according to Directive 2004/22/EC of the European Parliament and Council of March 31, 2004 on measuring instruments (MID), Annex MI-001
- No moving parts means less wear and tear
- 6 years maintenance-free operation in typical revenue application
- Robust construction build for the application

Intelligent information, easy to access

- Advanced information on site
- Data logger
- Advanced statistics and diagnostics
- Add-on communication modules

Application

MAG 8000 has been developed as a stand alone water meter for applications within:

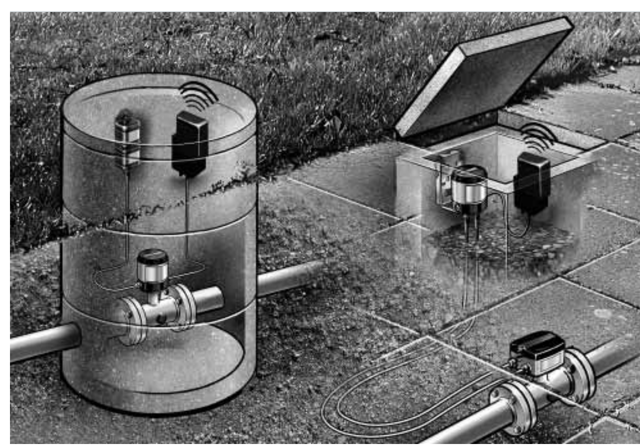
- Abstraction
- Distribution network
- Revenue and bulk metering
- Irrigation

Design

MAG 8000 is designed according to OIML R 49 and CEN EN 14154 water meter standards with focus on minimized power consumption.

The product program consists of

- Basic and advanced version
- A Custody Transfer version for water billing, with type approval after OIML R 49 and verified according to MI-001 for DN 50 to DN 300 (2" to 12") pending up to DN 600 (24")
- Sensor sizes from DN 25 to 1200 (1" to 48")
- Compact and remote installation in IP68/NEMA 6P enclosure and factory-mounted cable
- SIMATIC PDM and Flow Tool PC configuration softwares



Add-on communication module (left), PC-IrDA connection (right)

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Function

MAG 8000 is a microprocessor-based water meter with graphical display and key for optimum customer operation and information on site. The transmitter drives the magnetic field in the sensor, evaluates the flow signal from the sensor and calculates the volume passing through. It delivers the required information via the integrated pulse output or communication interfaces as part of a system solution. Its intelligent functionality, information and diagnostics ensure optimum meter performance and information to optimize water supply and billing.

MAG 8000 and MAG 8000 CT can be ordered as a Basic or an Advanced version. Both versions are configured to achieve 6 years battery operation in typical revenue applications.

Features / Version	MAG 8000 Basic	MAG 8000 Advanced
Measuring frequency in battery power mode (Manually selected)	1/15, 1/30 or 1/60 Hz	from 6.25 to 1/60 Hz depending of sensor size
Output MAG 8000/MAG 8000CT	2 FW/RV/AI/CA (max. 50 Hz pulse rate)	2 FW/RV/AI/CA (max. 100 Hz pulse rate)
Communication	Add-on	Add-on
Data logger	Yes	Yes
Insulation test	No	Yes
Leakage detection	No	Yes
Meter utilization	No	Yes
Statistics	No	Yes
Tariff	No	Yes
Settle date (Revenue)	No	Yes

In MAG 8000 CT revenue parameters and data are protected against manipulation. Verification and sealings is used to obtain the MI-001 approval (MID).

Some information is accessible via the display whereas all information is accessible via the IrDA communication interface with the PDM software. Data and parameters are registered in a EEPROM. They can all be read, but changing the information demands a software password or a hardware key attached to the printed circuit board.

The SIMATIC PDM tool gives the possibility of testing and verifying the flowmeter on site and creating a printed "Qualification Certificate" with all specific data that define the quality status of the measurement.

The Qualification Certificate consists of two pages with information about the actual status of the sensor:

PART 1 provides general settings, sensor and battery info, totalizer values and pulse output settings.

Part 2 provides detailed information about electronic and sensor functionality and a main parameter list for evaluating the functionality of the MAG 8000 water meter.

Technical specifications

Meter		
	MAG 8000 (7ME6810)	**MAG 8000 CT (7ME6820)**
Accuracy	Standard calibration: ±0.4% of rate ±2 mm/s Extended calibration DN 50 ... DN 300 (2" ... 12"): ±0.2 % of rate ±2 mm/s	OIML R 49 for DN 50 ... DN 300 (2" ... 12"), Class 1 and 2 with turn down up to Q3/Q1 = 400 at Q2/Q1 =1.6 MI-001 verification for DN 50 ... DN 300 (2" ... 12"), Class 2 with turn down ratio Q3/Q1 = 250, Q3/Q1 = 200 or Q3/Q1 = 160 at Q2/Q1 = 1.6
Media conductivity	Clean water > 20 µs/cm	
Temperature		
Ambient	-20 ... +60 °C (-4 ... +140 °F)	-20 ... +60 °C (-4 ... +140 °F)
Media	0 ... +70 °C (32 ... +158 °F)	0.1 ... +50 °C (32 ... +122 °F)
Storage	-40 ... +70 °C (-22 ... +158 °F)	-40 ... +70 °C (-22 ... +158 °F)
Enclosure rating	IP68/NEMA 6P; Cable glands mounted requires Sylgard potting kit to remain IP68/NEMA 6P, otherwise IP67/NEMA 4 is obtained; Factory-mounted cable provides IP68/NEMA 6P	
Drinking water approvals	• NSF/ANSI Standard 61 (cold water) USA • WRAS (BS 6920 cold water) UK • ACS Listed France • DVGW W270 Germany • Belgaqua (B) • MCERTS (GB)	• NSF/ANSI Standard 61 (cold water) USA • WRAS (BS 6920 cold water) UK • ACS Listed France • DVGW W270 Germany • Belgaqua (B) • MCERTS (GB)
Custody transfer approval	• OIML R 49 approval	• OIML R 49 and OIML R49 MAA approval • MI-001 approval (Number: DK-0200-MI-001-002)
Conformity	• PED: 97/23EC • EMC: EN 61000-6-3, EN 61000-6-2, EN 61326-1	• CEN EN 14154, ISO 4064 • PED: 97/23EC • EMC: EN 61000-6-3, EN 61000-6-2, EN 61326-1
Sensor version	DN 25 … 1200 (1" … 48")	DN 50 ... 600 (2" ... 24") in preparation up to DN 600
Measuring principle	Electromagnetic induction	Electromagnetic induction
Excitation frequency		
Basic version		
• Battery-powered	DN 25 ... 150 (1” ... 6”): 1/15 Hz DN 200 … 600 (8” … 24”): 1/30 Hz DN 700 ... 1200 (28“ ... 48“): 1/60 Hz	DN 50 ... 150 (2” ... 6”): 1/15 Hz DN 200 … 600 (8” … 24”): 1/30 Hz
• Mains-powered	DN 25 ... 150 (1” ... 6”): 6.25 Hz DN 200 … 600 (8” … 24”): 3.125 Hz DN 700 ... 1200 (28“ ... 48“): 1.5625 Hz	DN 50 ... 150 (2” ... 6”): 6.25 Hz DN 200 … 600 (8” … 24”): 3.125 Hz
Advanced version		
• Battery-powered	DN 25 ... 150 (1” ... 6”): 1/15 Hz (adjustable up to 6.25 Hz; reduced battery lifetime) DN 200 … 600 (8” … 24”): 1/30 Hz (adjustable up to 3.125 Hz; reduced battery lifetime) DN 700 ... 1200 (28“ ... 48“): 1/60 Hz (adjustable up to 1.5625 Hz; reduced battery life-time)	DN 50 ... 150 (2” ... 6”): 1/15 Hz (adjustable up to 6.25 Hz; reduced battery lifetime) DN 200 … 600 (8” … 24”): 1/30 Hz (adjustable up to 3.125 Hz; reduced battery lifetime)
• Mains-powered	DN 25 ... 150 (1” ... 6”): 6.25 Hz DN 200 … 600 (8” … 24”): 3.125 Hz DN 700 ... 1200 (28“ ... 48“): 1.5625 Hz	DN 50 ... 150 (2” ... 6”): 6.25 Hz DN 200 … 600 (8” … 24”): 3.125 Hz

Battery-operated water meter
MAG 8000/MAG 8000 CT

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Meter		
	MAG 8000 (7ME6810)	**MAG 8000 CT (7ME6820)**
Flanges		
EN 1092-1 (DIN 2501)	DN 25 and DN 40 (1" and 1½"): PN 40 (580 psi) DN 50 … 150 (2" … 6"): PN 16 (232 psi) DN 200 … 1200 (8" … 48"): PN 10 or PN 16 (145 psi or 232 psi)	DN 50 … 150 (2" … 6"): PN 16 (232 psi) DN 200 … 300 (8" … 12"): PN 10 or PN 16 (145 psi or 232 psi) up to DN 600 (24") in preparation
ANSI 16.5 Class 150 lb	1" … 24": 20 bar (290 psi)	2" … 12": 20 bar (290 psi) up to DN 600 (24") in preparation
AWWA C-207	28" … 48": PN 10 (145 psi)	
AS 4087	DN 50 … 1200 (2" … 48"): PN 16 (232 psi)	DN 50 … 300 (2" … 12"): PN 16 (232 psi) up to DN 600 (24") in preparation
Liner	EPDM	EPDM
Electrode and grounding electrodes	Hastelloy C276	Hastelloy C276
Grounding straps	Grounding straps are premounted from the factory on each side of the sensor	Grounding straps are premounted from the factory on each side of the sensor
Transmitter		
Installation	Compact (integral) Remote with factory-mounted cable (5, 10, 20 or 30 m)	
Enclosure	Stainless steel top housing (AISI 316) and coated brass bottom. Remote wall mount bracket in stainless steel (AISI 304).	
Cable entries	2 x M20 (one gland for one cable of size 6 … 8 mm (0.02 ... 0.026 ft) is included in the standard delivery)	
Display	Display with 8 digits for main information. Index, menu and status symbols for dedicated information	
Flow unit		
Europe	Volume in m^3 and flow rate in m^3/h	
US	Volume in Gallon and flow rate in GPM	
Australia	Volume in Ml and flow rate as Ml/d	
Optional display units	Volume: m^3 x 100, l x 100, G x 100, G x 1000, MG, CF x 100, CF x 1000, AF, Al, kl Flow: m^3/min, m^3/d, l/s, l/min, GPS, GPH, GPD, MGD, CFS, CFM, CFH	
Digital output	2 passive outputs (MOS), individual galvanically isolated Maximum load ± 35 V DC, 50 mA short circuit protected	
Output A function	Programmable as pulse volume – forward – reverse – forward/net – reverse/net	
Output B function	Programmable as pulse volume (like output A), alarm	
Output	Max. pulse rate of 50 Hz (only Basic version) and 100 Hz (only Advanced version), pulse width of 5, 10, 50, 100, 500 ms	
Communication	IrDA: Standard integrated infrared communication interface with MODBUS RTU protocol	
Add-on modules	• RS 232 serial interface with MODBUS RTU (Rx/Tx/GND), point to point with max. 15 m cable • RS 485 serial interface with MODBUS RTU (+/-/GND), multidrop with up to 32 devices with max. 1000 m cable • Encoder interface module (for Itron 200WP) "Sensus protocol"	
Power supply	Auto detection of power source with display symbol for operation power.	
Internal battery pack	2 D-Cell 3.6 V/33 Ah	
External battery pack	4 D-Cell 3.6 V/66 Ah	
Mains power supply	• 12 ... 24 V AC/DC (10 … 32 V) 2 VA • 115 ... 230 V AC (85 … 264 V) 2 VA Both mains power supply systems are upgradable for battery backup via internal D-Cell (3.6 V 16.5 Ah) or external battery pack.	
Cable	3 m (9.8 ft) for external connection to mains supply (without cable plug)	

Technical specifications

Transmitter	
Installation MAG 8000/ MAG 8000CT	Integral (compact) or remote with factory mounted cable in 5, 10, 20 or 30 m lengths with IP68/NEMA 6P connectors. Connection is made at the transmitter bottom.
Enclosure	Stainless steel top housing (AISI 316) and coated brass bottom. Remote wall mount bracket in stainless steel (AISI 304).
Cable entries	2 x M20 (one gland for one cable of size 6 … 8 mm (0.24 ... 0.31 ") is included in the standard delivery)
Display and key	• Display with 8 digits for main information. Index, menu and status symbols for dedicated information • Key for toggling through the information and reset customer totalizer and call-up function • Selectable default information and accessible menus: - Operator - Meter - Service - Data Logger - Statistic and leakage (only Advanced version) - Revenue and Tariffs (only Advanced version) • Totalized information can be displayed with 1, 2, 3 decimals or automatic adjustment for maximum resolution
Flow unit MAG 8000	
• Europe std.	Volume in m^3 and flow rate in m^3/h
• US std.	Volume in Gallon and flow rate in GPM
• Australian std.	Volume in Ml and flow rate as Ml/d Other units selectable: • Volume: m^3 x 100, l x 100, G x 100, G x 1000, MG, CF x 100, CF x 1000, AF, Al, kl • Flow: m^3/min, m^3/d, l/s, l/min, GPS, GPH, GPD, MGD, CFS, CFM, CFH • Other units are ordered from factory or manually configured on-site by sticking a label on the display and changing the scaling factors
Flow unit MAG 8000 CT	
• Europe std.	Volume in m^3 and flow rate in m^3/h
Digital output MAG 8000/ MAG 8000CT	• 2 passive outputs (MOS), individual galvanically isolated • Maximum load ± 35 V DC, 50 mA short circuit protected • Output A function Programmable as pulse volume – forward – reverse – forward/net – reverse/net • Output B function Programmable as pulse volume (like output A), alarm or call-up • Output Max. pulse rate of 50 Hz (only Basic version) and 100 Hz (only Advanced version), pulse width of 5, 10, 50, 100, 500 ms
Communication	IrDA: Standard integrated infrared communication interface with MODBUS RTU protocol Add-on modules: • RS 232 serial interface with MODBUS RTU (Rx/Tx/GND), point to point with max. 15 m cable • RS 485 serial interface with MODBUS RTU (+/-/GND), multidrop with up to 32 devices with max. 1000 m cable MODBUS RTU protocol is an open protocol (further information available on request) Serial speed 1200, 2400, 4800, 9600, 19200, 38400 Baud • Encoder interface (for Itron 200WP) "Sensus protocol" for fixed network
Power supply	Auto detection of power source with display symbol for operation power. Internal battery pack: 2 D-Cell 3.6 V/33 Ah External battery pack: 4 D-Cell 3.6 V/66 Ah Mains Power supply: • 12 ... 24 V AC/DC (10 … 32 V) 2 VA • 115 ... 230 V AC (85 … 264 V) 2 VA Both mains power supply systems are upgradable for battery backup via internal D-Cell (3.6 V 16.5 Ah) or external battery pack. The power supply has 3 m (9.8 ft) power cable for external connection to mains supply (without cable plug)

Battery-operated water meter
MAG 8000/MAG 8000 CT

Features	
Application identification	Tag number up to 15 characters
Time and date	Real time clock
Totalizer	
MAG 8000/ MAG 8000CT	2 totalizer: Forward, Reverse, Bidirectional netflow calculation and free selectable start value. 1 customer totalizer, following totalizer 1 setting and resetable via display key or software with logging of date and time
Measurement	
Low flow cut-off	0.05% of Q_n (Q3) or free adjustable
Empty pipe detection	Symbolised in display
Data logger	Logging of 26 records: selectable as daily, weekly or monthly logging
Alarm	Active alarm is indicated on the display
Monitoring	Total hours an alarm has been active Numbers of times the alarm has been activated First time an alarm appears Last time the alarm disappears
Fatal faults	Signal insulation – Flow signal immunity is influenced (only Advanced version) Coil current – Fault in driving magnetic sensor field Amplifier – Fault in signal circuit Check sum – Fault in calculation or handling of data
Warning faults	Low Power – customer selectable battery alarm level or power drop out Flow overflow – Flow in sensor exceeds Q_{max} (Q4) (125% Q_n (Q3)) Pulse overflow on output A and B – Selected pulse volume is too small compared to actual flow rate and max. output pulse rate. Consumption – saved data logger consumption exceeds customer selected limit on high or low consumption Leakage – Leakage detected based on customer settings (only Advanced version) Empty pipe – no water in the pipe / sensor Low impedance - measured electrode impedance below customer low impedance level Flow limit – actual flow exceeds selected high flow limited
Meter status (tamper monitoring of revenue data)	Changing totalizers 1 and 2 Changing Tariff totalizer Changing Tariff settings Changing date and time Alarm has been active (see alarm log for details) Fault log has been reset Hardware parameter protection has been broken Meter has been repowered

Data protection	All data stored in an EEPROM. Totalizers 1 and 2 are backed up every 10 min, statistic every hour and power consumption and temperature measurement every 4 hour. Password protection of all parameters and hardware protection of calibration and revenue parameters.
Battery power management	Optimal battery information on remaining capacity. Calculated capacity includes all consuming elements and available battery capacity is adjusted related to change in ambient temperature. Numbers of power-ups Date and time registered for first and last time power alarm.
Diagnostic	
Continuous self test including	Coil current to drive the magnetic field Signal input circuit Data calculation, handling and storing
Alarm statistics and logging for fault analyzing	Electrode impedance to check actual media contact Flow simulation to check pulse and communication signal chain for correct scaling Number of sensor measurements (excitations) Transmitter temperature (battery capacity calculation) Low impedance alarm for change in media Flow alarm when defined high flow exceeds Verification mode for fast measure performance check
Insulation test (only Advanced version)	Test of signal immunity against disturbance and bad installation. Test interval is selectable and measurement is interrupted during the test period of 4 min.
Leakage detection (only Advanced version)	Monitoring the lowest flow or volume during selected time window within 24 hours. Leakage is detected over a selectable period where monitored value exceed the possible leakage level. Min and max values are stored with date registration. Last store value visible on the display.
Meter Utilization (only Advanced version)	6 registers for monitoring total time the meter has operated in different flow intervals. Registered intervals are free selectable as % of Q_n (Q3)
Tariff (only Advanced version)	6 tariff registers count the volume delivered within the selected tariff windows, based on time of day or flow rates or a combination. Tariff can also be used for consumption profile where consumption is related to different time intervals or flow rates. Tariff values visible on the display.

Settling date (only Advanced version)	On a predefined date the totalizer 1 index value is stored. Old values are stored to show the latest two totalized 1 index values. Settling values visible on the display.
Statistic (only Advanced version)	Min. flow rate with time and date registration Max. flow rate with time and date registration Min. daily consumption with date registration Max. daily consumption with date registration Latest 7 days total and daily consumption Actual month consumption Latest month consumption
PC Configuration Software PDM	• Meter configuration – online and offline mode • Own parameter settings • Parameter documentation • Print and export of data and parameters PDM 6.0 Service Pack 2 – Basic and Online version

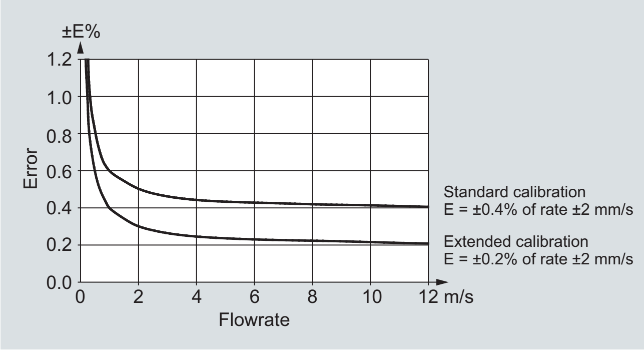
MAG 8000 water meter uncertainty

To ensure continuous accurate measurement, flowmeters must be calibrated. All measuring instrumentation, used in the calibration of the flowmeters, has either been calibrated by a UKAS or DANAK accredited laboratory or has been calibrated against certified master sensors. This provides an unbroken chain of measurement-traceability to national standards.

Siemens Flow Instruments can provide accredited calibration in the flow range from 0.0001 m^3/h to 4350 m^3/h.

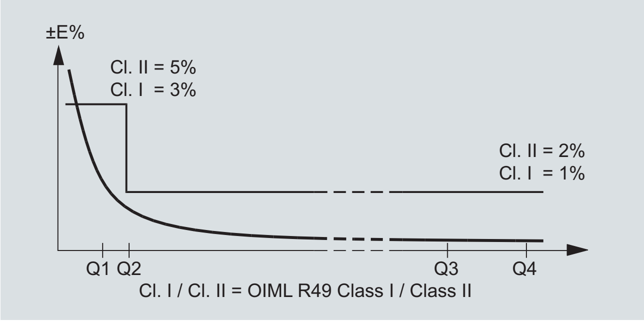
The accreditation bodies DANAK and UKAS have signed the ILAC MRA agreement (International Laboratory Accreditation Corporation - Mutual Recognition Arrangement). Therefore the accreditation ensures international traceability and recognition of the test results in 39 countries world wide, including the US (NIST traceability).

The selected calibration determines the accuracy of the meter. A standard calibration results in max. ±0.4 % uncertainty and an extended calibration ±0.2 %. A calibration certificate follows every sensor and calibration data are stored in the meter unit.



MAG 8000 CT (Revenue program) water meter type approval

MAG 8000 CT program is type approved and verified according to international water meter standard OIML R 49. The Custody Transfer program is approved as Class I and Class II, for the sensor program from DN 50 to DN 300, at different Q3 and Q3/Q1. Q2/Q1 = 1.6 and follows OIML R 49 specification.



4

Battery-operated water meter MAG 8000/MAG 8000 CT

OIML R 49 Pattern approval specification for Class I (1%)[1)]

Size	50 (2“)	65 (2½“)	80 (3“)	100 (4“)	125 (5“)	150 (6“)	200 (8“)	250 (10“)	300 (12“)
„R“ Q3/Q1	250	250	250	250	250	250	250	250	160
Q4 [m^3/h]	78.75	125	200	312.5	500	787.5	1250	2000	2000
Q3 [m^3/h]	**63**	**100**	**160**	**250**	**400**	**630**	**1000**	**1600**	**1600**
Q2 [m^3/h]	0.40	0.64	1.00	1.60	2.50	4.00	6.40	10.0	16.0
Q1 [m^3/h]	0.25	0.40	0.63	1.00	1.60	2.50	4.00	6.40	10.0

OIML R 49 Pattern approval specification for Class II (2%)[1)]

Size	50 (2“)	65 (2½“)	80 (3“)	100 (4“)	125 (5“)	150 (6“)	200 (8“)	250 (10“)	300 (12“)
„R“ Q3/Q1	400	400	400	400	400	400	400	400	250
Q4 [m^3/h]	78.75	125	200	312.5	500	787.5	1250	2000	2000
Q3 [m^3/h]	**63**	**100**	**160**	**250**	**400**	**630**	**1000**	**1600**	**1600**
Q2 [m^3/h]	0.25	0.40	0.63	1.00	1.60	2.50	4.00	6.40	10.0
Q1 [m^3/h]	0.16	0.25	0.40	0.63	1.00	1.60	2.50	4.00	6.40

1) The product will be delivered according to requested specifications, which may deviate from the specifications of the approval frame described in tables below.

MAG 8000 CT (Revenue program) MI-001

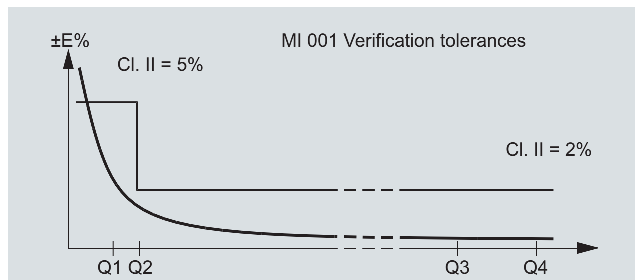
MAG 8000 CT program is type approved according to international water meter standard OIML R 49. Since the first November 2006 the MI-001 water meter directive is in force, which means that all water meters can be sold across the EU borders if the water meters contain a MI-001 label.

The MAG 8000 CT MI-001 verified and labeled products are a Class II aproval according to Directive 2004/22/EC of the European Parliament and Council of March 31, 2004 on measuring instruments (MID), Annex MI-001 in the sizes from DN 50 to DN 600.

The MID certification is obtained as a B + D module approval according to the above mentioned directive.

Module B : Type approval according to OIML R 49

Module D : Quality insurance approval of production



MAG 8000 CT MI-001 verified and labeled products at a given Q3 and Q3/Q4 = 1.25 and Q2/Q1 = 1.6 measuring ranges see below table:

DN	50 (2“)	65 (2½“)	80 (3“)	100 (4“)	125 (5“)	150 (6“)	200 (8“)	250 (10“)	300 (12“)
„R“ Q3/Q1	25	25	25	25	25	25	25	25	25
Q4 [m^3/h]	18.75	31.25	50	78.75	125	200	312.5	500	750
Q3 [m^3/h]	**15**	**25**	**40**	**63**	**100**	**160**	**250**	**400**	**600**
Q2 [m^3/h]	0.96	1.60	2.60	4.03	6.40	10.24	16.00	25.60	38.4
Q1 [m^3/h]	0.60	1.00	1.60	2.52	4.00	6.40	10.00	16.00	24.0

DN	50 (2“)	65 (2½“)	80 (3“)	100 (4“)	125 (5“)	150 (6“)	200 (8“)	250 (10“)	300 (12“)
„R“ Q3/Q1	63	63	63	63	63	63	63	63	63
Q4 [m^3/h]	18.75	31.25	50	78.75	125	200	312.5	500	750
Q3 [m^3/h]	**15**	**25**	**40**	**63**	**100**	**160**	**250**	**400**	**600**
Q2 [m^3/h]	0.38	0.63	1.02	1.60	2.54	4.06	6.35	10.20	15.24
Q1 [m^3/h]	0.24	0.40	0.63	1.00	1.59	2.54	3.97	6.35	9.52

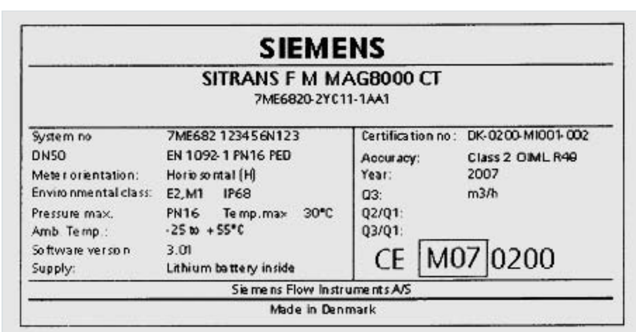
DN	50 (2“)	65 (2½“)	80 (3“)	100 (4“)	125 (5“)	150 (6“)	200 (8“)	250 (10“)	300 (12“)
„R“ Q3/Q1	80	80	80	80	80	80	80	80	80
Q4 [m^3/h]	18.75	31.25	50	78.75	125	200	312.5	500	750
Q3 [m^3/h]	**15**	**25**	**40**	**63**	**100**	**160**	**250**	**400**	**600**
Q2 [m^3/h]	0.31	0.50	0.80	1.20	2.00	3.20	5.00	8.00	12.0
Q1 [m^3/h]	0.19	0.31	0.50	0.75	1.25	2.00	3.13	5.00	7.5

DN	50 (2")	65 (2½")	80 (3")	100 (4")	125 (5")	150 (6")	200 (8")	250 (10")	300 (12")
„R" Q3/Q1	160	160	160	160	160	160	160	160	160
Q4 [m^3/h]	50	78.75	125	200	312.5	500	787.5	1250	2000
Q3 [m^3/h]	**40**	**63**	**100**	**160**	**250**	**400**	**630**	**1000**	**1600**
Q2 [m^3/h]	0.40	0.63	1.00	1.60	2.50	4.00	6.30	10.00	16.00
Q1 [m^3/h]	0.25	0.39	0.63	1.00	1.56	2.50	3.94	6.30	10.00

DN	50 (2")	65 (2½")	80 (3")	100 (4")	125 (5")	150 (6")	200 (8")	250 (10")	300 (12")
„R" Q3/Q1	200	200	200	200	200	200	200	200	200
Q4 [m^3/h]	50	78.75	125	200	312.5	500	787.5	1250	2000
Q3 [m^3/h]	**40**	**63**	**100**	**160**	**250**	**400**	**630**	**1000**	**1600**
Q2 [m^3/h]	0.32	0.50	0.80	1.28	2.00	3.20	5.00	8.00	12.60
Q1 [m^3/h]	0.20	0.32	0.50	0.80	1.25	2.00	3.15	5.00	8.00

DN	50 (2")	65 (2½")	80 (3")	100 (4")	125 (5")	150 (6")	200 (8")	250 (10")	300 (12")
„R" Q3/Q1	250	250	250	250	250	250	250	250	250
Q4 [m^3/h]	50	78.75	125	200	312.5	500	787.5	1250	2000
Q3 [m^3/h]	**40**	**63**	**100**	**160**	**250**	**400**	**630**	**1000**	**1600**
Q2 [m^3/h]	0.26	0.40	0.64	1.02	1.60	2.56	4.00	6.40	10.24
Q1 [m^3/h]	0.16	0.25	0.40	0.64	1.00	1.60	2.52	4.00	6.40

The Label is placed on the side of the encapsulation.
An example of the product label is shown below:

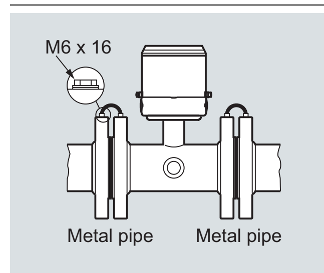


Installation conditions

Please refer to "System information SITRANS F M electromagnetic flowmeters".
MAG 8000 CT has to be mounted in Integral (compact) and horizontal position only, to obtain the MI-001 certification.
Battery packs must be installed with the top part in upwards direction to reach maximum capacity.

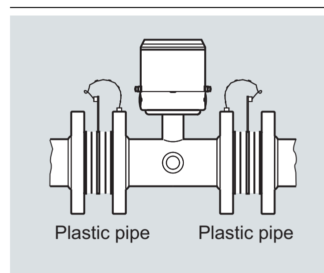
Bonding and grounding

The sensor body must be grounded using grounding/bonding straps and/or grounding rings to protect the flow signal against stray electrical noise and/or lightning. This ensures that the noise is carried through the sensor body and a noise-free measuring area within the sensor body.



Metal pipelines

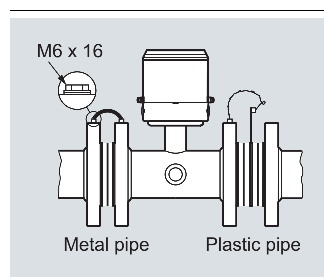
On metal pipelines, connect the straps to both flanges.



Plastic pipelines

On plastic pipelines and lined metal pipes, optional grounding rings must be used at both ends.

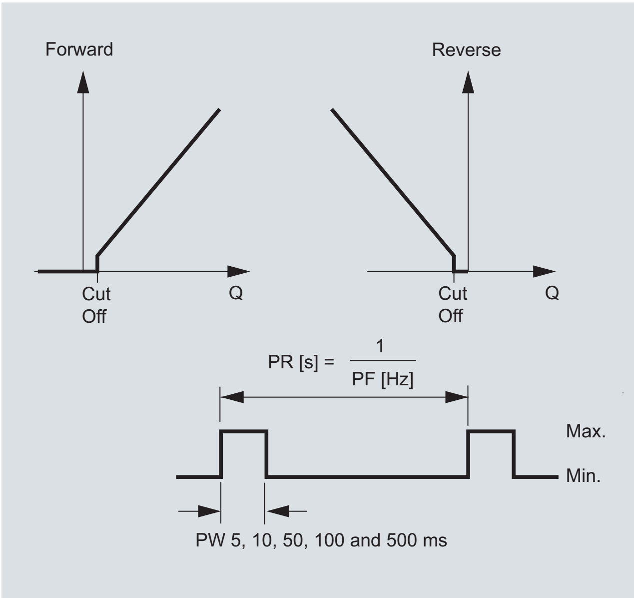
Grounding rings has to be ordered separately see „gounding ring KIT"



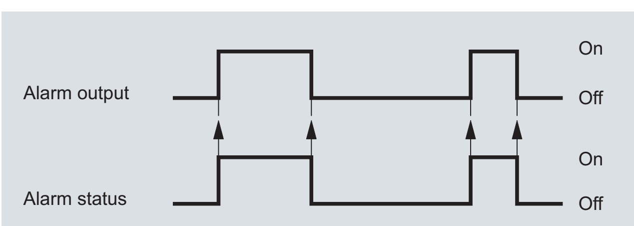
Combination of metal and plastic pipelines

A combination of metal and plastic requires straps for metal pipeline and grounding rings for plastic pipeline.

Output configuration MAG 8000



Pulse volume: Output A/B configured as volume per pulse, the output delivers a pulse when the preset volume has passed the selected direction, calculated on forward/reverse or Net forward/reverse flow. The volume per pulse is freely scalable, from 0.0001 to 10 000 meter-unit per pulse.
PR = pulse rate and PF = pulse frequency.



Alarm: The alarm will follow the internal alarm status.

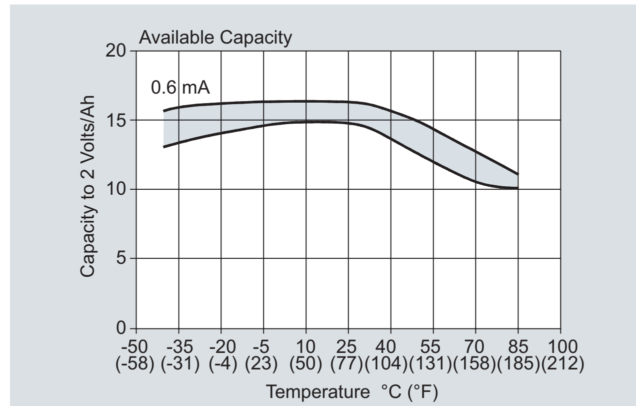
Output configuration MAG 8000 CT

MAG 8000 CT has same out put functionality as MAG 8000, due to MI-001 is only forward flow (output A predefined) and output B as Alarm output available).

Battery operation time and calculation

The battery operation time depends on the connected battery pack as well as the operation condition of the meter.

MAG 8000 calculates the remaining capacity every 4 hours and includes all consuming elements. Calculation compensates for temperature influence on battery capacity (drawing).



The effect from other temperatures can be seen from the figure. A variation in temperature from 15 °C to 55 °C (59 to 131 °F) reduces the capacity by 17% in the table from 15 Ah to 12.5 Ah.

At typical revenue scenario of expected battery operation time can be seen in the table.

The measurement for calculating the rest capacity of the battery life time is only completed if the system has no active fatal faults or the empty pipe is active. Maximum battery specification is 10 years operation.

Scenario - Revenue application	
Output A	Pulse rate max. 10 Hz
Output B	Alarm or call-up
Meter dialog	1 hour per month
Add-com	None
Temperature profile	• 5% at 0 °C (32 °F) • 80% at 15 °C (59 °F) • 15% at 50 °C (122 °F)

Battery lifetime (subject to the assumptions mentioned above)

Excitation frequency (24 h operation)		**1/60 Hz**	**1/30 Hz**	**1/15 Hz**	**1/5 Hz**	**1.5625 Hz**	**3.125 Hz**	**6.25 Hz**
Two D-Cell battery 33 Ah Internal battery pack	DN 25 ... 200 (1" ... 8")	8 years	8 years	6 years	40 months	8 months	4 months	2 months
	DN 250 … 600 (10" ... 24")	8 years	6 years	4 years	20 months	4 months	2 months	NA
	DN 700 ... 1 200 (28" ... 48")	6 years	4 years	2 years	1 year	2 months	NA	NA
Four D-Cell battery 66 Ah External battery pack	DN 25 ... 200 (1" ... 8")	N/A	10 years	10 years	80 months	16 months	8 months	4 months
	DN 250 ... 600 (10" ... 24")	N/A	10 years	10 years	40 months	8 months	4 months	NA
	DN 700 ... 1 200 (28" ... 48")	10 years	8 years	4 years	2 years	4 months	NA	NA

External battery pack can be used as battery backup for mains power supply.

Serial RS 232/RS 485 add-on communication modules are designed for mains powered systems as the battery operation time will be reduced. At 1 hour communication per month (all meter data collected 2 times per day) and the module is connected, the operation time is reduced to:

- RS 232 at low excitation frequency to 10% and at high excitation frequency to 80% of calculated operation time
- RS 485 at low excitation frequency to 50% and at high excitation frequency to 90% of calculated operation time

Selection and Ordering data	Order No.
SITRANS F M MAG 8000 water meter	7ME6810 - ■■■■■ - ■■■■
Diameter	
DN 25 (1")	2D
DN 40 (1½")	2R
DN 50 (2")	2Y
DN 65 (2½")	3F
DN 80 (3")	3M
DN 100 (4")	3T
DN 125 (5")	4B
DN 150 (6")	4H
DN 200 (8")	4P
DN 250 (10")	4V
DN 300 (12")	5D
DN 350 (14")	5K
DN 400 (16")	5R
DN 450 (18")	5Y
DN 500 (20")	6F
DN 600 (24")	6P
DN 700 (28")[1]	6Y
DN 750 (30")[1]	7D
DN 800 (32")[1]	7H
DN 900 (36")[1]	7M
DN 1000 (40")[1]	7R
DN 1050 (42")[1]	7T
DN 1100 (44")[1]	7V
DN 1200 (48")[1]	8B
Flange norm and pressure rating	
EN 1092-1	
PN 10 (DN 200 ... 1200 (8" ... 48"))	B
PN 16 (DN 50 ... 1200 (2" ... 48"))	C
PN 16 none PED (DN 700 .... 1200 (28"... 48"))	D
PN 40 (DN 25 ... 40 (1" ... 1½"))	F
ANSI B16.5	
Class 150	J
AWWA C-207	
Class D (28" ... 48")	L
AS4087	
PN 16 (DN 50 ... 1200 (2" ... 48"))	N
Sensor version	
EPDM liner and Hastelloy electrodes	3
Calibration	
Standard ± 0.4% of rate ± 2 mm/s	1
Extended ± 0.2% of rate ± 2 mm/s DN 50 ... 300 (2" ... 12")	2
Region version	
Europe (m³, m³/h, 50 Hz)	1
USA (Gallon, GPM, 60 Hz)	2
Australia (ML, l/h, 50 Hz)	3
Transmitter type and installation	
Basic version integral on sensor	A
Basic version remote, 5 m (16.4 ft) mounted cable on sensor with IP68/NEMA 6P plugs	B
Do - 10 m (32.8 ft)	C
Do - 20 m (65.6 ft)	D
Do - 30 m (98.4 ft)	E
Advanced version integral on sensor	K
Advanced version remote, 5 m mounted cable on sensor with IP68/NEMA 6P plugs	L
Do - 10 m (32.8 ft)	M
Do - 20 m (65.6 ft)	N
Do - 30 m (98.4 ft)	P

Selection and Ordering data	Order No.
SITRANS F M MAG 8000 water meter	7ME6810 - ■■■■■ - ■■■■
Communication interface	
No additional "add-on" communication module installed	A
Serial RS 485 with MODBUS RTU (Terminated as end device)	B
Serial RS 232 with MODBUS RTU	C
Power supply	
Internal battery (no battery included)	0
Internal battery pack installed [2]	1
External battery with 1.5 m (4.9 ft) power cable with IP68/NEMA 6P plugs, no battery included	2
12/24 V AC/DC power supply with battery backup and 3 m (9.8 ft) power cable for external connection (no battery included)	3
115 ... 230 V AC power supply with battery backup and 3 m (9.8 ft) power cable for external connection (no battery included)	4

This device is shipped with a Quick Start guide and the SITRANS F manual CD containing the complete manual library. Printed Operating Instructions are available for purchase via PMD

1) The Diameter DN 700 (28") to DN 1200 (48") is only available as remote transmitter type installation.

2) Lithium batteries are subject to special transportation regulations according to United Nations "Regulation of Dangerous Goods, UN 3090 and UN 3091". Special transport documentation is required to observe these regulations. This may influence both transport time and costs.

Selection and Ordering data	Order code
Additional information	
Please add **"-Z"** to Order No. and specify Order code(s) and plain text.	
Flow unit	
l/s	**L00**
MGD	**L01**
CFS	**L02**
l/min	**L03**
m^3/min	**L04**
GPM	**L05**
CFM	**L06**
l/h	**L07**
m^3/h	**L08**
GPH	**L09**
CFH	**L10**
GPS	**L11**
Ml/d	**L12**
m^3/d	**L13**
GPD	**L14**
Totalizer	
Volume calculation (default totalizer 1= forward and totalizer 2 = reverse)	
Totalizer 1 = RV, reverse flow	**L20**
Totalizer 1 = NET, net flow	**L22**
Totalizer 2 = FW, forward flow	**L30**
Totalizer 2 = NET, net flow	**L31**

Battery-operated water meter MAG 8000/MAG 8000 CT

Selection and Ordering data	Order code
Additional information	
Please add **"-Z"** to Order No. and specify Order code(s) and plain text.	
Volume unit	
m^3	**L40**
Ml	**L41**
G	**L42**
AF	**L43**
l x 100	**L44**
m^3 x 100	**L45**
G x 100	**L46**
CF x 100	**L47**
MG	**L48**
G x 1000	**L49**
CF x 1000	**L50**
Al	**L51**
kl	**L52**
Pulse set up (default pulse A= forward and pulse B = Alarm)	
A function = RV, reverse flow	**L62**
A function = FWnet, forward net flow	**L63**
A function = RVnet, reverse net flow	**L64**
A function = Off	**L65**
Volume per pulse A = x 0.0001	**L70**
Volume per pulse A = x 0.001	**L71**
Volume per pulse A = x 0.01	**L72**
Volume per pulse A = x 0.1	**L73**
Volume per pulse A = x 1	**L74**
B function = FW, forward flow	**L80**
B function = RV, verse flow	**L81**
B function = FWnet, forward net flow	**L82**
B function = RVnet, reverse net flow	**L83**
B function = Alarm	**L84**
B function = Call up	**L85**
Volume per pulse B = x 0.0001	**L90**
Volume per pulse B = x 0.001	**L91**
Volume per pulse B = x 0.01	**L92**
Volume per pulse B = x 0.1	**L93**
Volume per pulse B = x 1	**L94**
Data logger set up (default month logging)	
DataloggerInterval = Daily	**M31**
DataloggerInterval = Weekly	**M32**
Factory mounted cables	
5 m (16.4 ft) pulse cable A+B	**M81**
5 m (16.4 ft) communication cable RS 232/RS 485 terminated as end device	**M82**
20 m (65.6 ft) pulse cable A+B	**M84**
20 m (65.6 ft) communication cable RS 232/RS 485 terminated as end device	**M85**
Cello 2 channel, input cable 3 m (9.84 ft) with Brad Harrison micro-change 3 way connector	**M87**
Cello 2 channel, input cable 5 m (16.4 ft) with MIL-C-26482 spec. connectors	**M89**
SOFREL data logger cable 2 m with connector for SOFREL GSM module	**M92**

Selection and Ordering data	Order No.
SITRANS F M	
MAG 8000 CT water meter with EPDM liner and Hastelloy electrodes	**7ME6820-**
	■■■0■-■■■■
Diameter	
DN 50 (2")	**2Y**
DN 65 (2½")	**3F**
DN 80 (3")/Q3 150 m³/h (m³) without verification or DN 80 (3")/Q3 40 m³/h (m³) with MI-001 verification	**3M**
DN 100 (4")	**3T**
DN 125 (5")	**4B**
DN 150 (6")	**4H**
DN 200 (8")	**4P**
DN 250 (10")	**4V**
DN 300 (12")	**5D**
DN 350 (14")	**5K**
DN 400 (16")	**5R**
DN 450 (18")	**5Y**
DN 500 (20")	**6F**
DN 600 (24")	**6P**
Flange norm and pressure rating	
EN 1092-1	
PN 16	**C**
ANSI B16.5	
Class 150	**J**
AS4087	
PN 16	**N**
Approval/Verification	
Without verification according to OIML R 49	**0**
MI-001 Q3/Q1 = 25	**1**
MI-001 Q3/Q1 = 63	**2**
MI-001 Q3/Q1 = 80	**3**
MI-001 Q3/Q1 = 160	**4**
MI-001 Q3/Q1 = 200	**5**
MI-001 Q3/Q1 = 250	**6**
Without verification according to OIML R 49 (Q3/Q1 = 100)	**7**
Without verification according to OIML R 49 (Q3/Q1 = 250)	**8**
Region version	
Europe (m^3, m^3/h, 50 Hz)[1]	**1**
USA (m^3, m^3/h, 60 Hz)	**2**
Transmitter type and installation	
Basic version integral on sensor	**A**
Basic version remote, 5 m (16.4 ft) mounted cable on sensor with IP68/NEMA 6P plugs	**B**
Do - 10 m (32.8 ft)	**C**
Do - 20 m (65.6 ft)	**D**
Do - 30 m (98.4 ft)	**E**
Advanced version integral on sensor	**K**
Advanced version remote, 5 m mounted cable on sensor with IP68/NEMA 6P plugs	**L**
Do - 10 m (32.8 ft)	**M**
Do - 20 m (65.6 ft)	**N**
Do - 30 m (98.4 ft)	**P**
Communication interface	
No additional "add-on" communication module installed	**A**
Serial RS 485 with MODBUS RTU (Terminated as end device)	**B**
Serial RS 232 with MODBUS RTU	**C**
Encoder interface for ITRON 200WP radio with "Sensus" protocol"	**D**

Selection and Ordering data	Order No.
SITRANS F M	
MAG 8000 CT water meter with EPDM liner and Hastelloy electrodes	**7ME6820-**
	■■■0■-■■■■
Power supply	
Internal battery (no battery included)	**0**
Internal battery pack installed[2]	**1**
External battery with 1.5 m (4.9 ft) power cable with IP68/NEMA 6P plugs, no battery included	**2**
12/24 V AC/DC power supply with battery backup and 3 m (9.8 ft) power cable for external connection (no battery included)	**3**
115 ... 230 V AC power supply with battery backup and 3 m (9.8 ft) power cable for external connection. (no battery included)	**4**

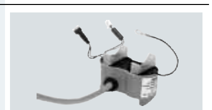
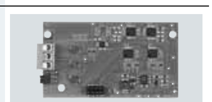
This device is shipped with a Quick Start guide and the SITRANS F manual CD containing the complete manual library. Printed Operating Instructions are available for purchase via PMD.

[2] Lithium batteries are subject to special transportation regulations according to United Nations "Regulation of Dangerous Goods, UN 3090 and UN 3091". Special transport documentation is required to observe these regulations. This may influence both transport time and costs.

Battery-operated water meter MAG 8000/MAG 8000 CT

Selection and Ordering data	Order code
Additional information	
Please add **"-Z"** to Order No. and specify Order code(s) and plain text.	
Totalizer Volume calculation (default totalizer 1= forward and totalizer 2 = reverse)	
Totalizer 1 = RV, reverse flow	**L20**
Totalizer 1 = NET, net flow	**L22**
Totalizer 2 = FW, forward flow	**L30**
Totalizer 2 = NET, net flow	**L31**
Pulse set up (default pulse A= forward and pulse B = Alarm)	
A function = RV, reverse flow	**L62**
A function = FWnet, forward net flow	**L63**
A function = RVnet, reverse net flow	**L64**
A function = Off	**L65**
Volume per pulse A = x 0.001	**L71**
Volume per pulse A = x 0.01	**L72**
Volume per pulse A = x 0.1	**L73**
Volume per pulse A = x 1	**L74**
B function = FW, forward flow	**L80**
B function = RV, reverse flow	**L81**
B function = FWnet, forward net flow	**L82**
B function = RVnet, reverse net flow	**L83**
B function = Alarm	**L84**
B function = Call up	**L85**
Volume per pulse B = x 0.001	**L91**
Volume per pulse B = x 0.01	**L92**
Volume per pulse B = x 0.1	**L93**
Volume per pulse B = x 1	**L94**
Data logger set up (default month logging)	
DataloggerInterval = Daily	**M31**
DataloggerInterval = Weekly	**M32**
Factory mounted cables	
5 m (16.4 ft) pulse cable A+B	**M81**
5 m (16.4 ft) communication cable RS 232/RS 485 terminated as end device	**M82**
20 m (65.6 ft) pulse cable A+B	**M84**
20 m (65.6 ft) communication cable RS 232/RS 485 terminated as end device	**M85**
Cello 2 channel, input cable 3 m (9.84 ft) with Brad Harrison micro-change 3 way connector	**M87**
Cello 2 channel, input cable 5 m (16.4 ft) with MIL-C-26482 spec. connectors	**M89**
5 ft. Encoder interface cable with connector for ITRON 200WP radio	**M90**
25 ft. Encoder interface cable with connector for ITRON 200WP radio	**M91**
SOFREL data logger cable 2 m with connector for SOFREL GSM module	**M92**

Accessories

Description	Order No.	
PC Flow Tool on CD (Download for free from www.siemens.com/flow)	◆ FDK-087L6001	
IrDA infrared interface adapter with USB for data acquisition with 1.2 m (3.9 ft) cable	◆ FDK-087L4163	
Battery backup for mains power supply, one pc. D-cell (3.6 V, 16.5 Ah) Attention on note[1]	◆ FDK-087L4201	
Internal battery pack, one set D-cell (3.6 V 33 Ah) and accessories for replacement Attention on note[1]	◆ FDK-087L4150	
External battery pack IP68/NEMA 6P with connector, four D-cell (3.6 V 66 Ah) Attention on note[1]	◆ FDK-087L4151	
Mains power supply 12 ... 24 V AC/DC with battery backup and 3 m (9.8 ft) power cable for external connection (no battery included)	FDK-087L4210	
Mains power supply 115 ... 230 V AC with battery backup up and 3 m (9.8 ft) power cable for external connection (no battery included)	◆ FDK-087L4211	
RS 232 add-on module, point to point communication interface with MODBUS RTU protocol	FDK-087L4212	
RS485 add-on module, multidrop communication interface with MODBUS RTU protocol	◆ FDK-087L4213	
Encoder interface module, with "Sensus" protocol for ITRON 200WP radio, only for use with 7ME6820 route	A5E02475650	
One cable entry 6 ... 8 mm (0.24 ... 0.31 ") M20 brass glands package (1 pc)	FDK-087L4196	
One cable entry 2 ... 5 mm (0.08 ... 0.20 ") M12 brass glands with M20 reduction. Package of 10 pcs	FDK-087L4154	

Description	Order No.	
One cable entry 6 ... 8 mm (0.24 ... 0.31 ") M20 brass glands package (10 pcs)	FDK-087L4155	
One cable entry 8 ... 11 mm (0.31 ... 0.43 ") M20 brass glands package (10 pcs)	FDK-087L4156	
One cable entry 11 ... 15 mm (0.43 ... 0.59 ") M20 brass glands package (10 pcs)	FDK-087L4157	
Two cable entries 3.5 ... 5 mm (0.14 ... 0.20 ") M20 brass glands package (10 pcs)	FDK-087L4158	
Two cable entries 5.5 ... 7.5 mm (0.22 ... 0.30 ") M20 brass glands package (10 pcs)	FDK-087L4159	
IP68/NEMA 6P potting kit	◆ FDK-085U0220	
MAG 8000 Hardware key to access protected parameters	FDK-087L4165	
MAG 8000 demo - training unit pack operating on Alkaline batteries. Transmitter with Flow tool CD, IrDA interface adapter and hardware key (No dangerous goods limitations)	FDK-087L4080	
Alkaline battery for MAG 8000 demo transmitter (3 V 13 Ah) (No dangerous goods limitations)	FDK-087L4142	

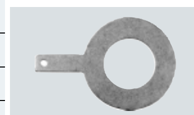
◆ Short lead time (details in PMD)

1) Lithium batteries are subject to special transportation regulations according to United Nations "Regulation of Dangerous Goods, UN 3090 and UN 3091". Special transport documentation is required to observe these regulations. This may influence both transport time and costs.

Battery-operated water meter
MAG 8000/MAG 8000 CT

MAG 8000 has built in Hastelloy grounding electrodes, when installed in PVC or coated pipelines, grounding rings must be installed additionally.

Grounding rings, type C must be used for the 7ME6810 and 7ME6820 routes (sizes > DN 300) and for the 7ME6880 route (all sizes). Please see grounding rings in the section MAG 3100 Grounding rings and be aware that the mentioned MLFB codes include only 1 grounding ring. Grounding rings DN 25 to DN 300 in stainless steel are packed in pairs and sold as a “grounding ring kit”.

Dimension	Order No.	
DN 25	◆ A5E01002946 [F)]	
DN 40	◆ A5E01002947 [F)]	
DN 50	◆ A5E01002948 [F)]	
DN 65	◆ A5E01002950 [F)]	
DN 80	◆ A5E01002952 [F)]	
DN 100	◆ A5E01002953 [F)]	
DN 125	◆ A5E01002954 [F)]	
DN 150	◆ A5E01002955	
DN 200	◆ A5E01002957 [F)]	
DN 250	◆ A5E01002958 [F)]	
DN 300	◆ A5E01002962 [F)]	

◆ Short lead time (details in PMD)

Spare parts

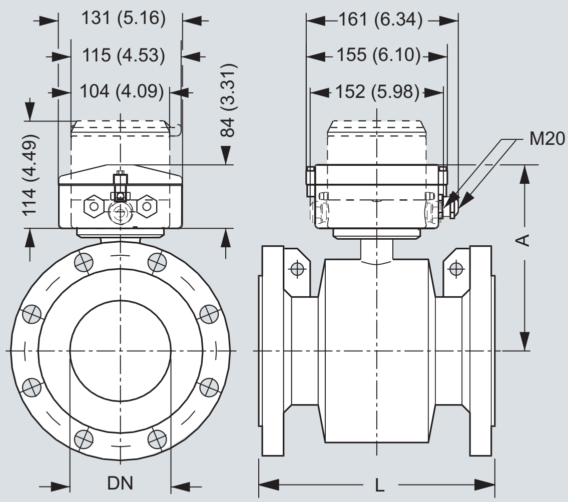
Description	Order No.	
MAG 8000 (Basic version) transmitter compact replacement kit. System number specified by ordering. No battery included	FDK-087L4166	
MAG 8000 (Basic version) transmitter remote replacement kit. System number specified by ordering. No battery included	FDK-087L4202	
MAG 8000 (Advanced version) transmitter compact replacement kit. No battery included	FDK-087L4203	
MAG 8000 (Advanced version) transmitter remote replacement kit. No battery included.	FDK-087L4204	
MAG 8000 (Basic version) transmitter PCB replacement kit	A5E01171569 [F)]	
MAG 8000 (Advanced version) transmitter PCB replacement kit	FDK-087L4168	

Description	Order No.	
Enclosure top including plastic lid, screws and blank product label	FDK-087L4167	
Cable for external battery pack, 1.5 m (4.92 ft) with IP68/NEMA 6P connector	FDK-087L4152	
5 ft. Encoder interface cable with IP68/NEMA 6P plugs included, for ITRON 200WP radio	A5E02551263	
25 ft. Encoder interface cable with IP68/NEMA 6P plugs included, for ITRON 200WP radio	A5E02551182	
Service tool kit package with various component for service and replacement.	FDK-087L4162	

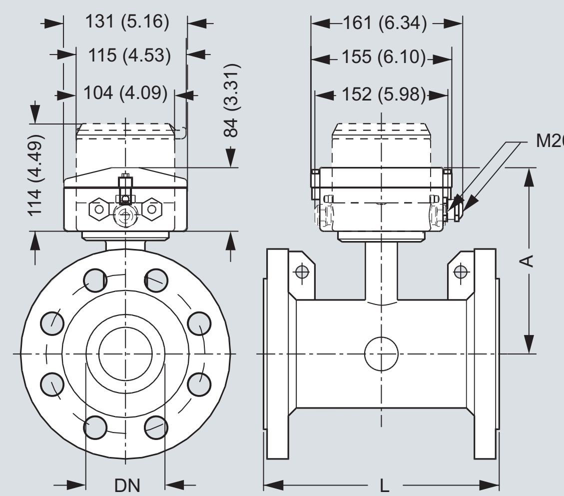
F) Subject to export regulations AL: 9I999, ECCN: N.

Description	Order No.	
Remote cable set 5 m (16.4 ft) with IP68/NEMA 6P plugs - PG 13.5	**FDK-087L4108**	
Remote cable set 5 m (16.4 ft) with IP68/NEMA 6P plugs - M20	**On request**	
Remote cable set 10 m (32.8 ft) with IP68/NEMA 6P plugs - PG 13.5	**FDK-087L4109**	
Remote cable set 10 m (32.8 ft) with IP68/NEMA 6P plugs - M20	**On request**	
Remote cable set 20 m (65.6 ft) with IP68/NEMA 6P plugs - PG 13.5	**FDK-087L4110**	
Remote cable set 20 m (65.6 ft) with IP68/NEMA 6P plugs - M20	**On request**	
Remote cable set 30 m (98.4 ft) with IP68/NEMA 6P plugs - PG 13.5	**FDK-087L4111**	
Remote cable set 30 m (98.4 ft) with IP68/NEMA 6P plugs - M20	**On request**	

Dimensional drawings



DN 25 & 40 (1" & 1½") & DN 350 ... 1200 (14" ... 48")
For EPDM liner DN 50 ... 300 (2" ... 12") (7ME6810 and 7ME6820)



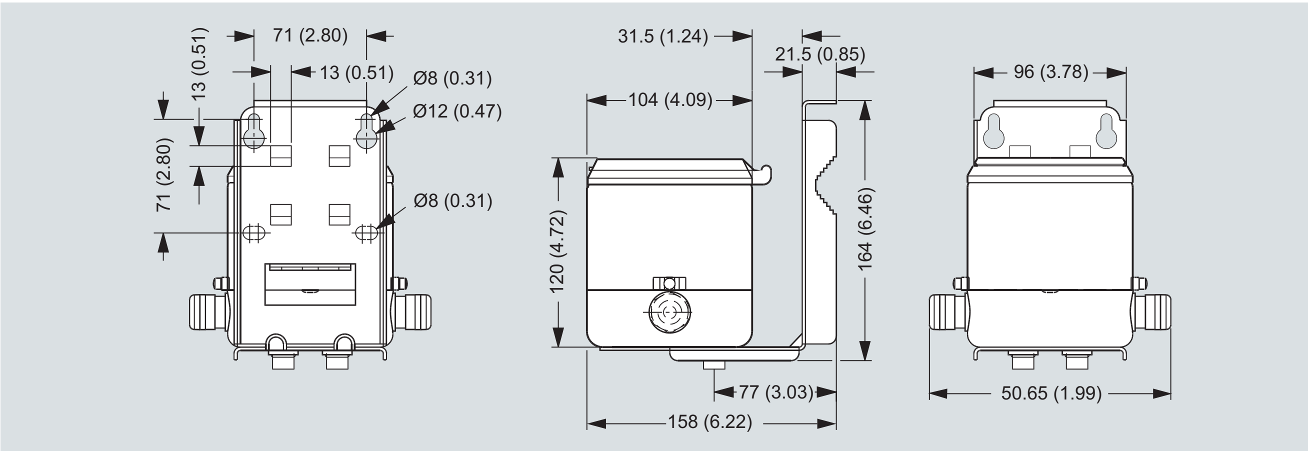
DN 50 ... 300 (2" ... 12")
For Ebonite liner (7ME6880 DN 25 ... 1200 (1" ... 48"))

Dimensions in mm (inch)

Nominal DN size	A	L, lenghts						Weight[1]	
	EPDM (7ME6810 and 7ME6820)	EN 1092-1 PN 10	EN 1092-1 PN 16/ PN 16 non PED	EN 1092-1 PN 40	ANSI 16.5 Class 150	AS 4087 PN 16	AWWA C-207 Class D		
mm (inch)	mm (inch)	mm	mm	mm	inch	mm	mm	kg	lbs
25 (1)	194 (7.7)	-	-	200	7.9	200	-	6	13
40 (1½)	204 (8.1)	-	-	200	7.9	200	-	9	20
50 (2)	195 (7.7)	-	200	-	7.9	200	-	11	25
65 (2½)	201 (8)	-	200	-	7.9	200	-	13	29
80 (3)	207 (8.2)	-	200	-	7.9	200	-	15	34
100 (4)	214 (8.5)	-	250	-	9.8	250	-	17	38
125 (5)	224 (8.9)	-	250	-	9.8	250	-	22	50
150 (6)	239 (9.5)	-	300	-	11.8	300	-	28	63
200 (8)	264 (10.5)	350	350	-	13.8	350	-	50	113
250 (10)	291 (11.5)	450	450	-	17.7	450	-	71	160
300 (12)	317 (12.6)	500	500	-	19.7	500	-	88	198
350 (14)	369 (14.6)	550	550	-	21.7	550	-	127	279
400 (16)	394 (15.6)	600	600	-	23.6	600	-	145	318
450 (18)	425 (16.8)	600	600	-	23.6	600	-	175	384
500 (20)	450 (17.8)	600	600	-	26.8	600	-	225	494
600 (24)	501 (19.8)	600	600	-	32.3	600	-	340	747
700 (28)	544 (21.4)	700	875/700	-	N/A	N/A	700	316	694
750 (30)	571 (22.5)	N/A	N/A	-	N/A	N/A	750	N/A	N/A
800 (32)	606 (23.9)	800	1000/800	-	N/A	N/A	800	398	1045
900 (36)	653 (25.7)	900	1125/900	-	N/A	N/A	900	476	1045
1000 (40)	704 (27.7)	1000	1250/1000	-	N/A	N/A	1000	602	1322
1050 (42)	704 (27.7)	N/A	N/A	-	N/A	N/A	1050	N/A	N/A
1100 (44)	755 (29.7)	N/A	N/A	-	N/A	N/A	1100	N/A	N/A
1200 (48)	810 (31.9)	1200	1500/1200	-	N/A	N/A	1200	887	1996

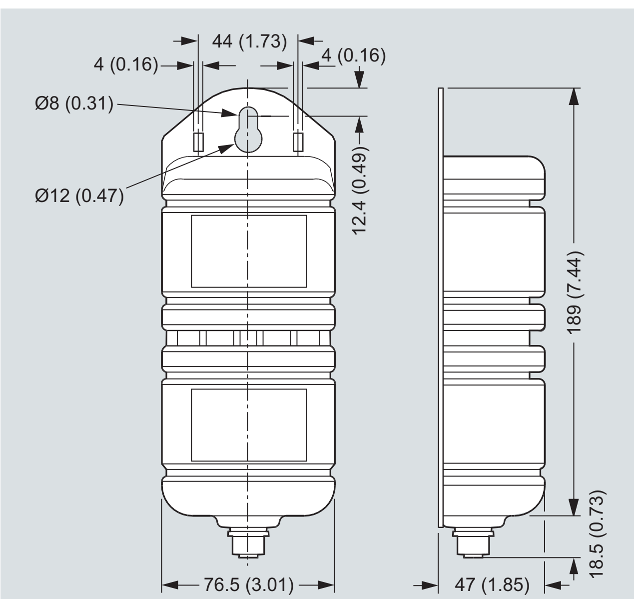
[1] For remote version the sensor weight is reduced with 2 kg (4.5 lb)

Remote version



Dimensions in mm (inch), weight 3.5 kg (8 lbs)

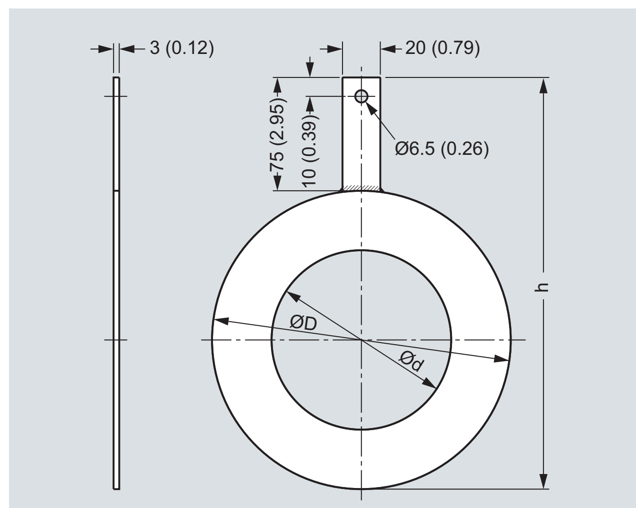
External battery pack



Dimensions in mm (inch), weight 2.0 kg (4.5 lbs)

Battery pack has to be mounted in upwards position to ensure maximum battery capacity.

Grounding rings



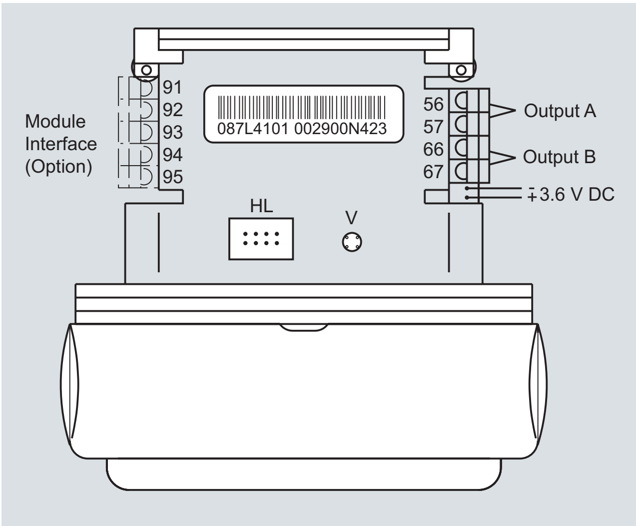
Dimensions in mm (inch) for grounding rings MAG 8000 with EPDM lining (7ME6810 and 7ME6820) DN 25 to DN 300

Dimension	**Internal diameter (d)**	**Outside diameter (D)**	**h**
DN 25	27	68	143
DN 40	38	88	163
DN 50	52	100	175
DN 65	64	120	195
DN 80	79	133	208
DN 100	95	158	233
DN 125	115	188	263
DN 150	145	216	336
DN 200	193	268	343
DN 250	246	324	399
DN 300	295	374	449

**Battery-operated water meter
MAG 8000/MAG 8000 CT**

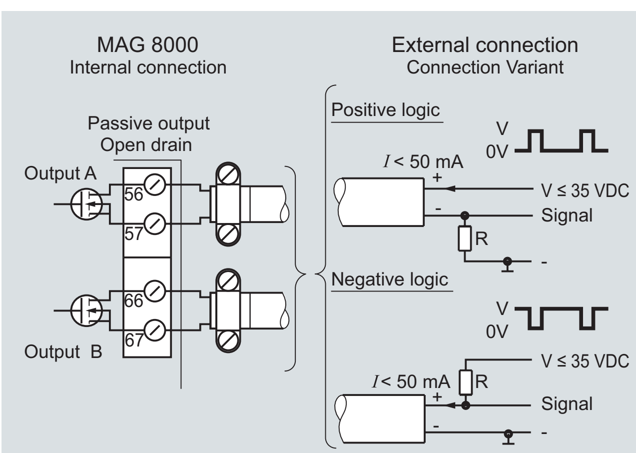
Schematics

Electrical installation and pulse output – Connection diagram



HL = Hardware lock key connection
V = Push button for verification mode

Pulse wire connection



The pulse output can be configured as volume, alarm or call-up. The output can be connected as positive or negative logic. R = pull up/down is selected in relation to the Vx power supply and with a max. current I of 50 mA.

Use shielded cable to avoid EMC problems. Make sure the shield is correctly mounted under the cable clamp (no pig tail).

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
October 14, 2025

SUBJECT: Award of Contract - Driving Range Electricity Installation Project

FROM: Art Segura, Sports Core Director
Rania Serences, Purchasing and Budgeting Coordinator

BUDGET SOURCE/BUDGET IMPACT: Account #831-90400: $63,790.00

RECOMMENDED MOTION: I move that the Village Board approve Resolution R-2320, a Resolution authorizing the award of contact to the lowest responsible bidder who submitted the lowest responsive bid, Jesco Electric Company, Inc, Lake Forest, Illinois, for the Golf Driving Range Electricity Installation Project, in the amount of $63,790.00, pending final attorney review and approval.

Background/History:
Following the Village Board's approval, staff posted the Golf Driving Range Electricity Improvements Project bid package on the Village's eProcurement site on Wednesday, September 24, 2025. Thirty (30) vendors downloaded the bid package and seven (7) vendors applied to bid on this project. Of the seven (7) vendors who applied, five (5) submitted sealed bids that were opened on Wednesday, October 8, 2025 (see attached bid tabulation).

Jesco Electric Company, Inc.	Sievert Electric	Lyons Electric Company, Inc.	Advanced Data Technologies	T Construction Consulting LLC.
$63,790.00	$68,486.00	$88,740.00	$94,991.55	$215,175.99

A pre-bid meeting and site visit was held at the Oak Brook Golf Course Clubhouse on Wednesday, October 1, 2025. Jesco Electric Company, Inc. has completed several projects for the Village over the years and has performed satisfactorily.

This is the second stage of the Oak Brook Golf Club Driving Range Project. The project scope includes bringing electrical services to the new driving range structure built earlier this year. The specifications will include the following: directional boring from the existing electrical panel, installation of a new breaker panel, installation of conduit and wiring to existing light fixtures, installation of a lighting switch control system, installation of field lights on the range structure, installation of necessary electrical components to support future golf technology, and installation of 15 new GFCI receptacles.

Stage three of this project is budgeted for 2026. This phase will include the installation of back walls for the covered driving range structure, seating furniture, and golf technology enhancements.

Recommendation:

Staff recommends that the Village Board approve Resolution R-2320, a Resolution authorizing the award of contact to the lowest responsible bidder who submitted the lowest responsive bid, Jesco Electric Company, Inc, Lake Forest, Illinois, for the Golf Driving Range Electricity Installation Project, in the amount of $63,790.00, pending final attorney review and approval.

Attachments:

1. Golf Driving Range Electricity Installation Project R-2320
2. GolfDrivingRangeElectricityInstalContract
3. Golf Driving Range Electricity Installation Project Bid Tabulation

THE VILLAGE OF OAK BROOK

COOK AND DUPAGE COUNTIES, ILLINOIS

RESOLUTION

NUMBER 2025-SC-GOLF-CNTRCT-R-2320

A RESOLUTION
AUTHORIZING THE AWARD OF CONTRACT TO THE LOWEST RESPONSIBLE BIDDER WHO SUBMITTED THE LOWEST RESPONSIVE BID, JESCO ELECTRIC COMPANY, INC., OF LAKE FOREST, IL. FOR THE GOLF DRIVING RANGE ELECTRICITY INSTALLATION PROJECT

Published in pamphlet form by authority of the
President and the Board of Trustees of the Village of Oak Brook
on this 14th day of October 2025

RESOLUTION NO. 2025-SC-GOLF-CNTRCT-R-2320

A RESOLUTION
AUTHORIZING THE AWARD OF CONTRACT TO THE LOWEST RESPONSIBLE BIDDER WHO SUBMITTED THE LOWEST RESPONSIVE BID, JESCO ELECTRIC COMPANY, INC., OF LAKE FOREST, IL. FOR THE GOLF DRIVING RANGE ELECTRICITY INSTALLATION 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 a Contract with another party pursuant to Illinois Statute;

WHEREAS, a solicitation for bids for the Golf Driving Range Electricity Installation Project ("Project") was posted on OpenGov, the Village's eProcurement module, on September 24, 2025, whereby thirty (30) vendors downloaded the bid documents and seven (7) vendors applied to bid the Project;

WHEREAS, Of the seven (7) vendors who applied, five (5) submitted sealed bids that were opened by and reviewed by Staff on October 8, 2025, and recommends the Corporate Authorities award the contract to the lowest responsible bidder, Jesco Electric Company of Lake Forest, IL (the "Company") who submitted the lowest responsive bid in the amount of $63,790.00;

WHEREAS, Staff recommends the Corporate Authorities to approve the award of contract for the Project to Company, as further detailed in and subject to the terms and conditions of the Contract ("Contract"), 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 of this Resolution are full, true, and correct and do hereby, by reference, incorporate and make them part of this Resolution as legislative findings.

Section Two – Approval and Award

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

Section Three – Authorization and Direction

The Village Manager is hereby authorized to execute, and the Village Clerk is hereby authorized to attest the Contract, 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 Contract.

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 Contract, additionally, the Village is authorized and directed to allocate and spend all necessary funds to fulfill the requirements of the attached Contract.

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 14th day of October 2025.

Ayes: ______________________________

Nays: ______________________________

Absent: ______________________________

APPROVED THIS 14th day of October 2025.

____
LAURENCE E. HERMAN,
Village President

ATTEST:

____
NETASHA SCARPINITI,
Village Clerk

EXHIBIT A

Contract

REVIEW OF CONTRACTS

Awarding Agency: VOB	Type of Contract: Construction Srvs.
Department: Golf	Program/Account Number: 831-90400
Awarded Contract Price: $63,790.00	Budgeted Amount: $63,790.00

CONTRACT AMOUNT

- [ ] Under $20,000
- [x] $20,000 - $500,000
- [ ] $500,001 - $1,000,000
- [ ] Over $1,000,000

NOTES

Golf Driving Range Electricity Installation Project

DEPARTMENT DIRECTOR SIGNATURE

Name: [signature] Date: 10/8/25

INITIAL REVIEWING ATTORNEY SIGNATURE

Name: Date:

APPROVED BY VILLAGE MANAGER

Name: Date:

FINAL REVIEW AS TO FORM ATTORNEY SIGNATURE

Name: Date:

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

Village of Oak Brook
Golf Driving Range Electricity Installation Project
Bid Package
September 2025

Table of Contents

Section

Section A Notice to Bidders

The Village of Oak Brook will accept electronic bids for:

Golf Driving Range Electricity Installation Project

A Pre-Bid meeting and site visit will be held at 10:00 a.m. on Wednesday October 1, 2025 at the Oak brook Golf Clubhouse, 2606 York Road, Oak Brook, IL, 60523. Prospective bidders must be at the building site at 10:00 a.m. to be considered an attendee. **Attendance at this meeting is strongly recommended.** The purpose of the meeting is to give all prospective bidders the opportunity to inspect the site and to ask questions concerning the specifications. Any questions or concerns can be addressed at this time.

Sealed bids are to be submitted via the Village's eProcurement Portal at https://procurement.opengov.com/portal/oak-brook until **10:00 A.M., Wednesday, October 8, 2025,** prevailing time.

A complete bid package, of which this notice is a part, can be downloaded from the eProcurement Portal at https://procurement.opengov.com/portal/oak-brook/projects/166735. There is no charge for the package.

No bid shall be withdrawn after opening of bids without the consent of the Village of Oak Brook for a period of ninety (90) days after the scheduled time of opening bids.

The Village of Oak Brook reserves the right to reject any or all bids, to waive any informalities in bidding, and to accept the bid deemed most advantageous to it.

Netasha Scarpiniti, Village Clerk

Section B Bid

1. **COST OF WORK:**

The undersigned, acting for and on behalf of contractor and having familiarized himself with conditions affecting the cost of the work and its performance and having carefully examined and fully understood the entire bid package, hereby affirms and agrees to enter into a contract with the Village of Oak Brook, Oak Brook, IL.

To provide all supervision, labor, material, equipment and all other expense items to completely perform the work covered by the specifications in Section D of this Bid Package, including completely assembling all items in an operable condition and delivering said items to the Village of Oak Brook.

The undersigned submits herewith his bid for the indicated items as follows:

Quantity	Work to be Performed	Unit Price	Total Price
1	Directional bore from the existing pump panel to the new practice area		
1	Furnish and install a new 100A 240V NEMA 3R fused disconnect (fused at 100A). Mount disconnect adjacent to the existing 400A panel. Tap existing panel bus and provide 100-amp single-phase feed to new disconnect.		
1	Install conduit and wire to existing light fixtures (50) in the practice facility		
1	Furnish and install a new light switch to control the interior lights		
8	Install Village provided field lights that need to be mounted to the structure		
1	Furnish and install conduit and wire to feed the new field lights		
1	Furnish and install a new light switch to control the exterior lights		
15	Furnish and install new GFCI receptacles in the bay areas as directed		
	GRAND TOTAL		

The Village of Oak Brook reserves the right to reject any or all bids and to waive any informalities in bidding and to accept the bid deemed most advantageous to it.

2. **COSTS:**

The undersigned contractor hereby affirms and states the prices quoted herein constitute the total cost to the Village for all work involved in the respective items and that this cost also includes all insurance, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, all profits and all other work, services and conditions necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the contract documents considered severally and collectively. All bids shall be held valid for a period of ninety (90) days after the bid due date.

3. **INSTRUCTIONS TO BIDDERS:**

The undersigned vendor/contractor shall comply with all Sections of this Bid Package which are incorporated herein by reference.

4. **BID GUARANTEE:**

None.

5. **TIME OF COMPLETION:**

The undersigned affirms and declares that if awarded the contract for this work he will completely perform said contract in strict accordance with its terms and conditions by **December 1, 2025**, unless additional time shall be granted by the Village in accordance with the provisions of the specifications. Should the contractor fail to complete the work by said date or within such extended time as may have been allowed, the contractor shall be liable to the Village for the amount set forth in the specifications.

[JESCOELECTRIC COMPANY INC.] RESPONSE DOCUMENT REPORT

RFB No. TBD

Golf Driving Range Electricity Installation Project

RESPONSE DEADLINE: October 8, 2025 at 10:00 am

Report Generated: Wednesday, October 8, 2025

JescoElectric Company Inc. Response

CONTACT INFORMATION

Company:
JescoElectric Company Inc.

Email:
bryant@jescoelectricco.com

Contact:
Bryant Jessen

Address:
13705 W Irma Lee court suite 170, Lake Forest, IL, USA
Lake Forest, IL 60045

Phone:
(708) 267-0632

Website:
www.jescoelectrical.com

Submission Date:
Oct 8, 2025 8:53 AM (Central Time)

ADDENDA CONFIRMATION

Addendum #1
Confirmed Oct 8, 2025 12:04 PM by Bryant Jessen

Addendum #2
Confirmed Oct 8, 2025 12:04 PM by Bryant Jessen

Addendum #3
Confirmed Oct 8, 2025 12:04 PM by Bryant Jessen

Addendum #4
Confirmed Oct 8, 2025 12:04 PM by Bryant Jessen

Addendum #5
Confirmed Oct 8, 2025 12:04 PM by Bryant Jessen

Addendum #6
Confirmed Oct 8, 2025 12:04 PM by Bryant Jessen

QUESTIONNAIRE

1. AUTHORIZED REPRESENTATIVE*

Please enter the name, title, phone and email of the authorized representative.

Bryant Jessen President

708-267-0632

2. REFERENCES*

Please download the below documents, complete, and upload.

- Golf_Driving_Range_Electric...

VoOB_References.pdf

3. STATEMENT OF BIDDER'S QUALIFICATIONS*

Please download the below documents, complete, and upload.

- Golf_Driving_Range_Electric...

VoOB_Qualifications.pdf

4. BID CERTIFICATION*

Please download the below documents, complete and have notarized. An online notarization option will be provided for you when responding.

- Golf_Driving_Range_Electric...

VoOB_Bid_Cert.pdf

5. SEXUAL HARASSMENT CERTIFICATE*

Please download the below documents, complete and have notarized. An online notarization option will be provided for you when responding.

- Golf_Driving_Range_Electric...

VoOB_Sexual_Harassement_Cert.pdf

6. CONTRACTOR'S CERTIFICATION*

Please download the below documents, complete and have notarized. An online notarization option will be provided for you when responding.

- Golf_Driving_Range_Electric...

VoOB_Contractor_Cert.pdf

7. PREVAILING WAGE AFFIDAVIT*

Please download the below documents, complete and have notarized. An online notarization option will be provided for you when responding.

- Golf_Driving_Range_Electric...

VofOB_Prevailing_Wage.pdf

8. CERTIFICATION OF PAYROLL RECORDS*

Please download the below documents, complete and have notarized. An online notarization option will be provided for you when responding.

- Golf_Driving_Range_Electric...

VofOB_Payroll_Cert.pdf

9. CONTRACT*

Please download the below documents, complete, and upload.

- Golf_Driving_Range_Electric...

VoOB_Contract.pdf

PRICE TABLES

Golf Driving Range Electricity Installation Project Bid Tabulation

Line Item	Work to be Performed	Unit of Measure	Unit Cost	Total Cost
1	Directional bore from the existing pump panel to the new practice area	1	$16,860.00	$ 16,860.00
2	Furnish and install a new 100A 240V NEMA 3R fused disconnect (fused at 100A). Mount disconnect adjacent to the existing 400A panel. Tap existing panel bus and provide 100-amp single-phase feed to new disconnect.	1	$7,550.00	$7,550.00

Line Item	Work to be Performed	Unit of Measure	Unit Cost	Total Cost
3	Install conduit and wire to existing light fixtures (50) in the practice facility	1	$13,440.00	$13,440.00
4	Furnish and install a new light switch to control the interior lights	1	$400.00	$400.00
5	Install Village provided field lights that need to be mounted to the structure	8	$1,105.00	$8,840.00
6	Furnish and install conduit and wire to feed the new field lights	1	$6,550.00	$6,550.00
7	Furnish and install a new light switch to control the exterior lights	1	$400.00	$400.00
8	Furnish and install new GFCI receptacles in the bay areas as directed	15	$650.00	$9,750.00

Firm Name: ____

Address: ____

City, State, ZIP: ____

Signature: ____

Name Printed: ____

Title: ____

Telephone:________________________ Date:___________________

If a Corporation:

ATTEST:

____

Secretary

Section C Instructions to Bidders

1. **RECEIPT OF BID:** 10:00 am on Wednesday, October 8, 2025

2. **BASIS OF BID:** Sealed bids will be received at the above noted time and date.

3. **BID DESCRIPTION:** Golf Driving Range Electricity Installation Project

4. **PREPARATION AND SUBMISSION OF BIDS:**

A. **A Pre-Bid meeting and site visit will be held at 10:00 a.m. Wednesday, October 1, 2025** at the Oak brook Golf Clubhouse, 2606 York Road, Oak Brook, IL, 60523. Prospective bidders must be at the building site at 10:00 a.m. to be considered an attendee. **Attendance at this meeting is strongly recommended.** The purpose of the meeting is to give all prospective bidders the opportunity to inspect the site. Any questions or concerns can be addressed at this time.

B. The bid must be delivered via the Village's eProcurement Portal at https://procurement.opengov.com/portal/oak-brook on or before **10:00 am, prevailing time, Wednesday, October 8, 2025**, at which time it will be publicly opened and results published the Portal shortly thereafter. Bidders are unable to submit late responses through the eProcurement Portal.

C. Each bid shall be submitted on the form furnished. All blank spaces for bid prices, unit costs and alternates must be filled in.

D. Each bidder must complete, execute and submit with its bid a certification that contractor is not barred from public contracting due to bid-rigging or bid rotating convictions on the form included with the bidding documents.

E. Each bidder must submit a complete bid package, including the following items:

1. **Bid.**
2. **References.**
3. **Statement of Bidder's Qualifications.**
4. **Bid Certification.**
5. **Contract (filled out and signed).**
6. **Sexual Harassment Certificate (filled out and signed).**
7. **Contractor's Certifications (filled out and signed).**
8. **Prevailing Wage Affidavit (filled out and signed).**
9. **Certified Payroll Record (filled out and signed).**

F. The Contract Bonds (Performance and Payment) are provided as information and will be completed only upon acceptance of the bid by the Village. The surety company issuing the Contract Bond must be listed and approved by the U.S.

Department of Treasury. Letters of Credit will not be accepted in place of the Contract Bond.

G. Bidders may attach separate sheets to the bid for the purpose of explanation, exception, alternate bid and to cover unit prices, if needed.

H. Bidders may unsubmit their bid and resubmit it at any point **prior** to the submission deadline. No bid may be withdrawn or modified after the bid opening except where the award of contract has been delayed for a period of more than **ninety (90) days**.

I. In submitting this bid, the bidder further declares that the only person or party interested in the proposal as principals are those named herein; and that the bid is made without collusion with any other person, firm or corporation.

J. The bidder further declares that he has carefully examined this entire Bid Package, and he has familiarized himself with all of the local conditions affecting the contract and the detailed requirements of this work and inspected in detail the site of the proposed work and understands that in making the bid he waives all rights to plead a misunderstanding regarding same.

K. The bidder further understands and agrees that if his bid is accepted, he is to furnish and provide all necessary machinery, tools, apparatus, and other means to do all of the work and to furnish all of the materials specified in the contract, except such materials as are to be furnished by the owner (Village), in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth.

L. The bidder further agrees that if the Village decides to extend or shorten the work, or otherwise alter it by extras or deductions, including elimination of one or more of the items, as provided in the specifications, he will perform the work as altered, increased or decreased.

M. The bidder further agrees that the Village representative may at any time during the progress of the work covered by this Contract, order other work or materials incidental thereto and that all such work and materials as do not appear in the bid or contract as a specific item covered by a lump sum price, and which are not included under the bid price for other items in the Contract, shall be performed as extra work.

N. The bidder further agrees to execute all documents within this Bid Package, obtain a Certificate of Insurance for this work and present all of these documents within fifteen (15) days after the receipt of the Notice of Award and the Contract by him.

O. The bidder further agrees to begin work not later than ten (10) days after receipt of the Notice to Proceed, unless otherwise provided, and to execute the work in such a manner and with sufficient materials, equipment and labor as will insure its completion within the time limit specified within the Bid, it being understood and agreed that the completion within the time limit is an essential part of the contract.

P. The bidder further agrees that he and his surety will execute and present within fifteen (15) days after the receipt of the Notice of Award and the Contract, a Contract bond satisfactory to and in the form prescribed by the Village, in the penal amount of 100% of the Contract amount, guaranteeing the faithful performance of the work and payment for labor, material supplies, and subcontractors in accordance with the terms of the Contract.

Q. By submitting a bid, the bidder understands and agrees that, if his bid is accepted, and he fails to enter into a contract forthwith, he shall be liable to the Village for any damages the Village may thereby suffer.

R. No bid will be considered unless the party offering it shall furnish evidence satisfactory to the Village that he has necessary facilities, ability, and pecuniary resources to fulfill the conditions of the Contract.

S. If the bidder is in doubt as to the true meaning of any part of the specifications, or other proposed contract documents, he may submit to the Purchasing & Budgeting Coordinator a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the documents will be made only by addendum duly issued by the Village. The Village will not be responsible for any other explanation or interpretation of the Bid Package.

5. **SUBSTITUTIONS:**

A. Certain materials and equipment are specified by a manufacturer or trade name to establish standards of quality and performance and not for the purpose of limiting competition. Bidders are invited to submit bids not only on named items but also on items which they propose for substitution of named items. Products of other manufacturers may be substituted, if, in the opinion of the Village, they are equal to those specified in quality, performance, design and suitability for intended use. Where two or more items are specified, the selection among those specified is the bidder's option, or he may submit his bid on all such items.

B. Bids shall be based on materials included in the specifications. Substitutions for the purpose of evaluating bids will be considered only if proposed substitutions are set forth in the sealed bid and will only be accepted prior to the award of the contract. The offer of substitutions shall be an integral part of the bid, appearing immediately after all requested bids and before the signature of the bidder.

C. Substitutions of materials other than those specified will not be considered in the base bid price. However, other substitutions may be listed in the specified place in the Bid Form, with the indication of the change in the base bid price for the total cost.

D. In addition to the requirements heretofore mentioned, in order for substitutions to qualify for consideration, the following shall accompany each bid:

1. Each proposed substitution shall be itemized showing manufacturer name, catalog number, quantity, unit cost and total cost. The bidder shall prepare the necessary forms to list his substitutions in the manner outlined.

2. Each bid offering substitutions shall be accompanied by descriptive literature, catalog data, complete technical specifications and reports of all pertinent tests concerning the bidder's proposed substitutions

6. **CONDITIONS:**

A. The Village is exempt from Federal excise tax and the Illinois Retailer's Occupation Tax. This bid cannot include any amounts of money for these taxes.

B. The Village shall reserve the right to add or to deduct from the base bid and/or alternate bid any item at the prices indicated in the itemization of the bid.

C. All bids shall be good for **ninety (90) days** from the date of the bid opening.

7. **BASIS OF AWARD:**

The Village of Oak Brook reserves the right to reject any or all bids and to waive any informality or technical error and to accept any bid deemed most favorable to the interests of the Village of Oak Brook. In addition to price, the Village will consider:

A. Ability, capacity, and skill to fulfill the contract as specified.

B. Ability to supply the commodities, provide the services or complete the construction promptly, or within the time specified, without delay or interference.

C. Character, integrity, reputation, judgment, experience and efficiency.

D. Quality of performance on previous contracts.

E. Previous and existing compliance with laws and ordinances relating to the contract.

F. Sufficiency of financial resources.

G. Quality, availability and adaptability of the commodities, services or construction, in relation to the Village's requirements.

H. Ability to provide future maintenance and service under the contract.

I. Number and scope of conditions attached to the bid/proposal.

J. Record of payments for taxes, licenses or other monies due the Village.

8. **GUARANTEE:**

Contractor (successful bidder) will guarantee his own work for a period of one (1) year against faulty material and/or workmanship. If any defects(s) appear(s) within the one (1) year guarantee period, the contractor will repair any such defect(s) solely at his cost and at no cost to the Village of Oak Brook. The Contractor will also forward copies of all applicable manufacture's warranties for all equipment/commodities supplied by the Contractor as a part of the Contract.

9. **WARRANTY:**

Contractor warrants that all work, equipment, labor, and materials furnished hereunder will conform in all respects to the terms of the Bid Package, including all specifications and standards, and will be free of defects in materials and workmanship. The Contractor also warrants that the work shall be performed in accordance with the highest standards of professional practice, care, and diligence practiced by recognized firms in performing services of a similar nature in existence at the time of performance. The warranties expressed shall be in addition to any other warranties expressed in this Bid Package, or expressed or implied by law, which are hereby reserved unto the Village.

The Contractor will also forward copies of all applicable manufacturer's warranties for all equipment/commodities supplied by the Contractor as a part of the Contract.

10. **PAYMENT:**

The Village of Oak Brook authorizes the payment of invoices on the second and fourth Tuesday of the month. For consideration on one of these dates, payment request must be received no later than fourteen (14) days prior to the second or fourth Tuesday of the month.

11. **INDEMNIFICATION:**

The Contractor shall protect, indemnify, save, defend and hold forever harmless the Village and/or its officers, officials, employees, volunteers and agents from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses, including without limitation court costs, insurance deductibles and attorney's fees and expenses, which the Village and/or its officers, officials, employees, volunteers and agents may incur, suffer or sustain, or for which the Village and/or its officers, officials, employees, volunteers and agents may become obligated by reason for any accident, injury to or death of persons or loss of or damage to property, or civil and/or constitutional infringement of rights (specifically including violations of the Federal Civil Right Statutes), arising indirectly or directly in connection with or under, or as a result of, this or any Agreement by virtue of any act or omission of any of the Contractor's officers, employees, subcontractors, and/or agents, provided that the Contractor shall not be liable for claims, obligations, damages, penalties, causes of action, costs and expenses arising solely by any act or omission of the Village's officers, officials, employees, volunteers and/or agents.

The contractor shall hold the Village harmless for any and all claims for labor, material, apparatus, equipment, fixtures, or machinery furnished to the contractor for the purpose of performing the work under the contract; and the payment of all direct and indirect damages to any person, firm, company or corporation suffered or sustained on account of the performance of such work during the time the contract is in force.

12. **INSURANCE:**

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

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

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

A. General Liability - $2,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage, provided that when the estimated cost of the work in question does not exceed $5,000, the required limit shall be $500,000;

B. Automobile Liability (if applicable) - $1,000,000 combined single limit per accident for bodily injury and property damage;

C. Worker's Compensation and Employer's Liability - Worker's Compensation limits as required by the Labor Code of the State of Illinois and Employer's Liability limits of $1,000,000 per accident.

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

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

D. General Liability and Automobile Liability Coverage -

(1) The Village, its officers, officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Insured; premises owned, occupied, or used by the Insured. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, officials, employees, volunteers, or agents.

(2) The Insured's insurance coverage shall be primary insurance as respects the Village, its officers, officials, employees, volunteers, and agents. Any insurance or self-insurance maintained by the Village, its officers, officials, employees, volunteers, or agents shall be in excess of the Insured's insurance and shall not contribute with it.

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

(4) The Insured's insurance shall apply separately to each covered party against whom claim is made or suit is brought except with respect to the limits of the insurer's liability.

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

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

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

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

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

13. **SAFETY:**

The contractor and any subcontractors shall comply with all the provisions of the Federal Occupational Safety and Health Act of 1970 (84 Stat. 1590), as amended.

14. **NON-DISCRIMINATING:**

The Vendor, its employees, and subcontractors, agrees not to commit unlawful discrimination and agrees to comply with applicable provisions of the Illinois Human Rights Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each.

15. **EQUAL OPPORTUNITY:**

The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, age, or handicap unrelated to bona fide occupational qualifications.

16. **PREVAILING RATE OF WAGES:**

All wages paid by the Contractor and each subcontractor shall be in compliance with The Prevailing Wage Act (820 ILCS 130), as amended, except where a prevailing wage violates a federal law, order, or ruling, the rate conforming to the federal law, order, or ruling shall govern. If the Department of Labor revises the wage rates, the revised rate, as made available on the Department's official website, shall apply to this contract and the Contractor will not be allowed additional compensation on account of said revisions. The Contractor shall be responsible to notify each subcontractor of the wage rates set forth in this contract and any revisions thereto.

Contractor will comply with the Illinois prevailing wage law, as amended from time to time and made available on the Department of Labor's official website. Not less than the prevailing rate of wages as found by the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work under the Contract. If the Department of Labor revises the prevailing rate of wages to be paid laborers, workers or mechanics under the Contract, the revised prevailing rate of wages shall apply to the Contract and Contractor shall have the sole responsibility and duty to pay, and ensure that all Subcontractors pay, the revised prevailing rate of wages to each person to whom a revised rate is applicable. Revision of the prevailing wages shall not result in an increase in the Contract sum or other cost to Village of Oak Brook. Contractor shall indemnify, defend and hold Village of Oak Brook harmless from any loss, including but not limited to Village of Oak Brook's attorney's fees, resulting from Contractor's failure to comply with this prevailing wage clause. All bonds applicable to the Contract shall include a provision as will guarantee the faithful performance of the obligation to pay the prevailing rate of wages.

The Contractor and each subcontractor shall make and keep, for a period of not less than 3 years, records of all laborers, mechanics, and other workers employed by them on the project; the records shall include each worker's name, address, telephone number when available, last four digits of their social security number, gender, race, ethnicity, veteran status, classification or classifications, the hourly wages paid in each period, the number of hours worked each day, the starting and ending times of work each day, the worker's hourly rate, the worker's hourly overtime wage rate, the worker's hourly fringe benefit rates, the name and address of each fringe benefit fund, the plan sponsor of each fringe benefit, if applicable, and the plan administrator of each fringe benefit. The Contractor and each subcontractor shall submit monthly, in person, by mail, or electronically a certified payroll to the Department of Labor, or to the public body if the Department of Labor has yet to activate the database created by Section 5.1 of 820 ILCS 130. The certified payroll shall consist of a complete copy of the records. The certified payroll shall be accompanied by a statement signed by the contractor or subcontractor which states that: (i) such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required; and (iii) the contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor.

Upon 7 business days' notice, the contractor and each subcontractor shall make available for inspection and copying at a location within this State during reasonable hours, the records to the public body in charge of the project, its officers and agents, and to the Director of Labor and his deputies and agents. The Contractor and each subcontractor shall permit his/her employees to be interviewed on the job, during working hours, by compliance investigators of the Department or the Department of Labor.

17. **EXECUTION OF DOCUMENTS**

The Contractor, in signing his Bid on the whole or on any portion of the work, shall conform to the following requirements:

Bids signed by an individual other than the individual represented in the Bid documents shall have attached thereto a power of attorney, evidencing authority to sign the Bid in the name of the person for whom it is signed.

Bids which are signed for a partnership shall be signed by all of the partners or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the Bid a power of attorney evidencing authority to sign the bid, executed by the partners.

Bids which are signed for a corporation, shall have the correct corporate name thereof and the signature of the President or other authorized officer of the corporation manually written below the corporate name.

If such Bid is manually signed by an official other than the President of the Corporation, a certified copy of a resolution of the board of directors evidencing the authority of such official to sign the Bid should be attached to it. Such Bid shall also bear the attesting signature of the Secretary of the corporation and the impression of the corporate seal.

The Contract shall be deemed as have been awarded when formal notice of award shall have been duly served upon the intended awardee.

18. **COPIES OF DOCUMENTS**

The number of copies of Contract and Bond required to be executed is as follows:

a) Two (2) original counterparts of the Contract documents will be required to be executed.

19. **ASSIGNMENT**

Neither the Village nor the Contractor shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.

20. **GOVERNING LAW**

This Agreement shall be governed by the laws of the State of Illinois as to interpretation, performance and enforcement. The forum for resolving any disputes concerning the parties' respective performance or failure to perform under this Agreement shall be the Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois.

21. **CHANGES IN LAWS:**

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

22. **INDEPENDENT CONTRACTOR:**

There is no employee/employer relationship between the Contractor and the Village. Contractor is an independent contractor and not the Village's employee for all purposes, including, but not limited to, the application of the Fair Labors Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the Worker's Compensation Act (820 ILCS 305/1, et *seq.*). The VILLAGE will not (i) provide any form of insurance coverage, including but not limited to health, worker's compensation, professional liability insurance, or other employee benefits, or (ii) deduct any taxes or related items from the monies paid to Contractor. The performance of the services described herein shall not be construed as creating any joint employment relationship between the Contractor and the Village, and the Village is not and will not be liable for any obligations incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums, nor does there exist an agency relationship or partnership between the Village and the Contractor.

23. **INSPECTION/TESTING/REJECTION:**

The Village shall have the right to inspect all or any part of the Work and to reject all or any part of the Work that is, in the Village's judgment, defective or damaged or that in any way fails to confirm strictly to the requirements of this bid, without limiting its other rights or remedies, may require correction or replacement at Bidder's cost, perform or have performed all Work necessary to complete or correct all or any part of the Work that is defective, damaged, or nonconforming and charge Bidder with any excess cost incurred thereby, or cancel all or any part of any order or this bid/contract. Work so rejected may be returned or held at Bidder's expense and risk.

24. **PERFORMANCE CLAUSE:**

In the event the quality of service becomes unacceptable, the Village reserves the right to cancel the contract after giving **thirty (30) days** written notice.

25. **LIQUIDATED DAMAGES:**

It is also understood and agreed that if the Village determines the Contractor failed to perform either by observing the established schedule or failing to perform to the level of service established herein for more than two (2) consecutive working days, the Village shall reserve the right to impose liquidated damages for said failure to perform, but not as penalty. The Village will serve notice either personally or in writing stating the reasons for imposing liquidated damages on the Contractor providing twenty-four (24) hour notice to correct such items. If at the end of the twenty-four (24) hour period the Contractor has not made the necessary corrections, the Contractor shall pay liquidated damages to the Village in the amount of **$100 per day.** This failure to perform shall include repeated incidents of any of the following: failure to perform any of the items under the scope of services, failure to respond to or resolve Village complaints, failure to adhere to any and all terms and conditions specified in the contract documents. The Village reserves the right to attempt to work through these items prior to imposing liquidated damages.

26. **FORCE MAJEURE**

A force majeure occurrence is an event or effect that cannot be reasonably anticipated or controlled and is not due to the negligence or willful misconduct of the affected party.

Unless otherwise agreed in the agreement between the parties expressly or impliedly, where a party to a agreement fails to perform one or more of its contractual duties, the consequences set out in this clause will follow if and to the extent that the party proves: (a) that its failure to perform was caused by an impediment beyond its reasonable control; (b) that it could not reasonably have been expected to have taken the occurrence of the impediment into account at the time of the signing of the contract; and (c) that it could not reasonably have avoided or overcome the effects of the impediment.

A party invoking this clause **shall** be presumed to have established the conditions described in the preceding paragraph in the case of the occurrence including, but not limited to, one or more of the following impediments or other similar causes beyond the control of the Contractor or the Village in the performance of the agreement where non-performance, by exercise of reasonable diligence, cannot be prevented:

- acts of God or natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, blizzard, earthquake, volcanic activity, landslide, tidal wave, tsunami, flood, damage or destruction by lightning, drought;

- acts of war (whether declared or not), armed conflict or the serious threat of the same (including but not limited to hostile attack, blockade, military embargo), hostilities, invasion, act of a foreign enemy, extensive military mobilization;

- civil war, riot, rebellion, revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, act of civil disobedience;

- acts of public enemies, acts of terrorism, sabotage or piracy;

- **plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions;**

- act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalization;

- explosion, fire, destruction of machines, equipment, factories and of any kind of installation, prolonged break down of transport, telecommunication or electric current;

- general labor disturbance such as but not limited to boycott, strike and lock-out, go-slow, occupation of factories and premises;

- shortage or inability to obtain critical material or supplies to the extent not subject to the reasonable control of the subject Party.

The affected party **shall** provide the other party with written notice of any force majeure occurrence as soon as the delay is known and provide the other party with a written contingency plan to address the force majeure occurrence. Furthermore, the affected party **shall** use its commercially reasonable efforts to resume proper performance within an appropriate period of time. Notwithstanding the foregoing, if the force majeure condition continues beyond 30 days, the parties to the agreement **shall** jointly decide on an appropriate course of action that will permit fulfillment of the parties' objectives under the contract.

Contractor **shall not** be entitled to an adjustment in agreement price or other non-price related items caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a subcontractor or supplier shall be deemed to be within the control of Contractor.

27. **DEFAULT:**

The contract may be canceled or annulled by the Village as a whole or in part by written notice of default to the Contractor upon nonperformance or violation of contract terms. An award may be made to another contractor with services similar to those terminated. Failure of the Contractor to deliver services within the time stipulated on his offer, unless extended in writing by the Village, shall constitute contract default. The Contractor also warrants that the work shall be performed in accordance with the highest standards of professional practice, care, and diligence practiced by recognized firms in performing services of a similar nature in existence at the time of performance. The warranties expressed shall be in addition to any other warranties expressed in this Bid Package, or expressed or implied by law, which are hereby reserved unto the Village.

28. **EMPLOYMENT OF ILLINOIS WORKERS DURING PERIODS OF EXCESSIVE UNEMPLOYMENT:**

The Contractor shall comply with all Illinois statutes pertaining to the selection of labor inclusive of but in no way limited to The Employment of Illinois Workers on Public Works Act (the "Act"). Contractor understands the Act requires use of at least 90% Illinois laborers on all public works projects that receive State funds or funds administered by the State during a period of Excessive Unemployment; as defined by the Act to mean any month immediately following 2 consecutive calendar months that the Illinois unemployment rate exceeds 5%, as determined by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures. Contractor understands civil penalties may be imposed on employers who hire non-Illinois laborers on State public works projects in violation of the Act. "Illinois laborer" means any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident. In circumstances whereby Contractor is unable to comply with the Act, it is Contractor's responsibility to provide written certification that Illinois laborers are either not available or are incapable of performing the related work, irrespective of skill involved. In addition, during periods of Excessive Unemployment, Contractor shall permit no more than 3 regularly employed non-resident executive and/or technical experts, who do not qualify as Illinois laborers, to perform work encompassed by this Contract. Nothing contained in this section shall be construed to modify Contractor's statutory requirement to file Certified Payrolls as otherwise provided herein.

Section D Specifications

1. **<u>INTRODUCTION AND BACKGROUND</u>**

   The Village of Oak Brook is seeking bids for the Golf Driving Range Electricity Installation Project. This project aims to enhance the driving range and to allow the public to enjoy the amenities for longer hours in the evening. We invite qualified contractors to submit bids for the supply, installation, and commissioning of all goods and services listed below in #2 Scope of Work, and the removal and disposal of existing equipment as needed at the Oak Brook Golf Driving Range.

2. **<u>SCOPE OF WORK:</u>**

   The scope of services incudes, but is not limited to supplying, delivering and the installation of the following at a level that meets or exceed Village's expectations:

   a. Furnish and install a new 100A 240V Nema 3R fused disconnect (fused at 100A). Mount disconnect adjacent to existing 400A panel. Tap existing panel bus and provide 100-amp single-phase feed to new disconnect. Existing service is 240/120 3-phase delta with high leg. Connect disconnect via 120-volt legs. Do not connect high leg. Coordinate shutdown with ComEd.

   b. Directional bore from the existing pump panel to the new practice area. Boring must be two 3" conduit boring or big enough to upgrade the panel in the future.

   c. Furnish and install a new 100A single phase 240/120V 24 circuit weatherproof breaker panel for approximately 50 bay lights and 8 field lights and must also have the ability to handle additional power and necessary electrical components for the installation of a Golf Ball Tracing Technology in the future. Provide Unistrut rack for panel mounting adjacent to range structure.

   d. Furnish and install a new light switch to control the interior lights. Please include the make and serial number of the light switch you are proposing.

   e. Install Village provided new field lights (approximately 8) and mount to the driving range

   f. Furnish and install conduit and wire to feed the newly installed field lights.

   g. Furnish and install a new light switch to control the exterior lights. Please include the make and serial number of the light switch you are proposing.

   h. Furnish and install new GFCI receptacles in the bay areas as directed. Please include the make and serial number of the receptacles you are proposing.

i. The winning bidder must provide drawings or plans of the project to be submitted along with the application for the Village Permitting process.

It is essential that all installation comply with applicable codes, standards, and manufacturers specifications.

3. **TESTING AND COMMISSIONING**

Conduct thorough testing and commissioning of the newly installed equipment to verify functionality, efficiency, and safety. Provide operational instructions and training to designated personnel, if needed.

4. **SITE PREPERATION AND CLEANUP**

Prepare the work area prior to installation and ensure that it is protected. After the installation, clean up the site by removing all debris, packaging materials, and equipment, leaving the site in a clean and orderly condition.

5. **MANUFACTURERS WARRANTY**

The contractor shall provide the manufacturer's warranty for all supplied equipment. This warranty covers defects in materials and workmanship and is valid for the period specified by the manufacturers. The contractor will assist the Village of Oak Brook in processing any claims under the manufacturer's warranty.

6. **INSTALLATION WARRANTY**

In addition to the manufacturer's warranty, the contractor shall provide a one-year warranty on the installation workmanship. This warranty covers any defects or issues resulting from the installation process and includes repairs or corrections necessary to ensure the proper operation of all equipment. The installation warranty commences from the date of project completion and will address any problems directly related to the installation, excluding those caused by misuse or external factors.

7. **ELIGIBLE CRITERIA**

Prospective bidders must have proven experience in installing electricity and items listed in #2 Scope of Work, relevant certifications and licenses, and the ability to provide references from previous similar projects.

Section E General Conditions

1. Contractor shall have five (5) years of experience which is comparable in type and scope to this project.

2. The Contractor shall not work between the hours of 7:00 PM and 7:00 AM, nor on Saturdays, Sundays, or legal holidays, unless otherwise approved in writing by the Village. A minimum of 48-hour notice shall be provided to the Village if the Contractor decides to work on weekends or on legal holidays. However, such work may be performed at any time, if necessary, for the proper care and protection of work already performed, or in case of an emergency. All after-hour work is still subject to the permission of the Village. Any work, including the starting and/or idling of vehicles or machinery, or a congregation of workers prior to starting work, which may cause any noise level that can be heard by adjacent residents, performed outside of these hours of work, and not authorized by the Village shall be subject to a fine of **$250 per day**, per violation.

3. The project will be done on consecutive workdays until completed, delays only to inclement weather or act of God.

4. Contractor is required to obtain all necessary permits from the Village of Oak Brook, and schedule required inspections through Development Services.

5. The contractor shall supply the Village phone numbers where he/she can be reached after normal working hours.

6. The contractor shall post a Village of Oak Brook supplied sign-in a prominent and readily visible location- that provides 24-hour contact information.

7. The contractor must submit with the bid proposal five (5) references, names and phone numbers of similar projects completed within the last two (2) years.

8. The contractor must submit all manufacturers' literature on all materials that will be used on this project, including M.S.D.S. (Material Safety Data Sheets) prior to any work beginning.

9. A storage location for supplies, ladders and scaffolding shall be mutually agreed upon between the Village and the contractor before any material is stored on site. Deliver material with manufacturers labels intact and legible, store material on raised platforms and cover material with protective covering.

10. Before work is started, deliver to the job site sufficient material to complete the project.

11. If a dumpster is required, the location of the dumpster placement shall be mutually agreed upon between the Village and the contractor.

12. All ladders and scaffolding shall be maintained during the course of this project and shall be secured at the end of each workday.

13. Provide barricades to ensure that falling debris will not injure anyone, and to prevent public access to the work area at all times. Yellow "CAUTION" tape will be placed below the immediate work areas of laborers and scaffolds to warn the public of men working overhead.

14. At all times the work and storage areas shall be kept in a clean, orderly, and picked-up manner, to prevent debris from blowing. Clean adjoining streets and immediate vicinity at the end of each workday. Sidewalks, windowsills, roofs, and other work areas will be broom swept to remove all debris. Daily material and debris not placed into dumpster will be removed from the site.

15. Upon completion of the project the work area shall be cleaned. All debris and remaining material and supplies shall be removed from the jobsite, including the dumpster, within 72 hours of completion.

16. Upon completion the Contractor shall supply a one-year warranty covering material and workmanship; contractor shall submit sample warranty with bid.

Section F Statement of Bidder's Qualifications

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he or she desires.

1. Name of Bidder: VESCO ELECTRIC CO. INC.

2. Permanent main office address: 13705 W. IRMA LEE CT. ST. 170 LAKE FOREST IL. 60045

3. When organized: 2013

4. If a corporation, where incorporated: STATE OF ILLINOIS

5. How many years have you been engaged in the contracting business under your present firm or trade name: 12 - YEARS

6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion) PENDING BID.

7. General character of work performed by your company: COMMERCIAL ELECTRICAL INSTALLATIONS

8. Have you ever defaulted on a contract: NEVER

9. List, on an attached sheet, the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed. Include a contact person and phone # for each.

10. List your major equipment ***available for this contract*** BENDERS, TUGGER TOOLS, TRUCK, GANG BOXES, LADDERS

11. Experience in work similar in importance to this project: PREVIOUS ELECTRICAL WORK FOR THE VILLAGE OF OAK BROOK

12. Background and experience of the principal members of your organization, including the officers. OWNER / PRESIDENT HAS 40-YEARS EXPERIENCE IN THE ELECTRICAL CONSTRUCTION FIELD.

13. Credit available: $250,000^00

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14. Bank reference: LAKE FOREST BANK & TRUST - WINTRUST

15. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Village of Oak Brook: YES

16. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Village of Oak Brook in verification of the recitals comprising this Statement of Bidder's Qualifications.

DATED at 8:00am, Illinois this 8TH day of OCTOBER, 2025.

By: BRYANT JESSEN PRESIDENT
Title

STATE OF ILLINOIS)
) SS.
COUNTY OF LAKE)

BRYANT JESSEN being duly sworn deposes and says that he is the PRESIDENT of JESSEN ELECTRIC and that the answers to the foregoing questions and all statements therein contained are true and correct.

SUBSCRIBED and sworn to before me this 8TH day of OCTOBER, 2025.

Notary Public

Official Seal
KEVIN L WEGNER
Notary Public, State of Illinois
Commission No. 855032
My Commission Expires May 6, 2029

Section G References

Bidder shall supply the following information listing customers for which the bidder has supplied a similar type of commodities, service, or construction.

1. Company Name: CORAL CANADAWIDE

   Address:

   Phone #: (416) 233-2552 x 6888

   Contact: SHARONE HORNE HARVEY

2. Company Name: VILLAGE OF OAK BROOK

   Address:

   Phone #: 630-368-5164

   Contact: RANIA SERENCES

3. Company Name: CABWORKS

   Address:

   Phone #: 847.636-3049

   Contact: MARSHALL

4. Company Name: Raymond West

   Address:

   Phone #: (916) 825-2399

   Contact: BRET SHEEN

5. Company Name: BAYVIEW ELECTRIC

   Address:

   Phone #: (734) 740-7666

   Contact: TINY RUNGE

Section H Bid Certification

The undersigned, being first duly sworn an oath, deposes and states that he has the authority to make this certification on behalf of the bidder for the construction, product, commodity, or service briefly described as follows:

"Golf Driving Range Electricity Installation Project"

(A) The undersigned certifies that, pursuant to Chapter 720, Section 5/33E of the Illinois Compiled Statutes, 1993, the bidder is not barred from bidding on this contract as a result of a conviction for the violation of State of Illinois laws prohibiting bid-rigging or bid-rotating.

(B) The undersigned states under oath that, pursuant to Chapter 65, Section 5/11-42.1-1 of the Illinois Compiled Statutes, 1993, the bidder is not delinquent in the payment of any tax administered by the Illinois Department of Revenue.

(C) The undersigned certifies that, pursuant to Chapter 775, Section 5/2-105. of the Illinois Compiled Statutes, 1993, the bidder has a written sexual harassment policy in place including the following information:

1. An acknowledgment of the illegality of sexual harassment.
2. The definition of sexual harassment under State law.
3. A description of sexual harassment, utilizing examples.
4. The contractor's internal complaint process including penalties.
5. The legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission.
6. Directions on how to contact the Department or the Commission.

This business firm is: (check one)

X Corporation ____ Partnership ____ Individual

Firm Name: JESCO ELECTRIC CO. INC.

Address: 13705 W. IRMA LEE CT. ST. 170

City, State, ZIP: LAKE FOREST, IL 60045

Signature: Bryant Jessen

Name Printed: BRYANT JESSEN

Title: PRESIDENT

Telephone: 708/267/0632 Date: 10-8-2025

ATTEST:

Bob Deane

-SEAL-

SUBSCRIBED AND SWORN TO before me this 8th day of OCTOBER, 2025.

Notary Public

Official Seal
KEVIN L WEGNER
Notary Public, State of Illinois
Commission No. 855032
My Commission Expires May 6, 2029

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Section I Contract

(To Be Filled, Signed, and Submitted as a part of Bid Package)

Golf Driving Range Electricity Installation Project

1. THIS AGREEMENT, made and concluded this 8th day of October, 2025, between the Village of Oak Brook, a municipal corporation, acting by and through its President and Board of Trustees, known as VILLAGE, and Jesco Electric Co Inc. his executors, administrators, successors or assigns, known as CONTRACTOR.

2. WITNESSETH: That for and in consideration of the payments and agreements mentioned in the Bid hereto attached, to be made and performed by the VILLAGE, and according to the terms expressed in the Bond (if applicable) referring to these presents, the CONTRACTOR agrees, at their own proper cost and expense, to do all work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this Contract.

3. PERIOD OF CONTRACT: This Contract will be in full force for the current calendar year, beginning on the date of the Contract. This Contract is subject to the right of the VILLAGE to cancel and terminate the same at any time, with or without cause, by giving not less than ten (10) day notice to the CONTRACTOR. In the event of such cancellation, the CONTRACTOR shall be entitled to receive payment for services and work performed and materials and equipment furnished under the terms of the Contract prior to the effective date of such cancellation, but shall not be entitled to receive any damages on account of such cancellation or any further payment whatsoever.

4. And it is also understood and agreed that the entire Bid Package hereto attached, approved by the VILLAGE this 8th day of October 2025, are all essential documents of this contract and are a part hereof.

5. IN WITNESS WHEREOF, the said parties have executed these presents on the above mentioned date.

ATTEST:

VILLAGE OF OAK BROOK

Village Clerk

By
Village Manager

ATTEST:

Corporate Name

Secretary

By Jesco Electric Co. Inc.
Contractor
Bryant Jesser

Partners doing Business under
the firm name of

(If a Co-Partnership)

Party of the Second Part

(If an Individual)

Party of the Second Part

SEXUAL HARASSMENT CERTIFICATE
(To Be Filled, Signed, and Submitted as a part of Bid Package)

JESCO ELECTRIC CO. INC. hereinafter referred to as "Contractor" having submitted a bid/proposal for GOLF DRIVING RANGE ELEC. to the Village of Oak Brook, DuPage/Cook Counties, Illinois, hereby certifies that said Contractor has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A)(4) including the following information:

1. An acknowledgment of the illegality of sexual harassment.
2. The definition of sexual harassment under State law.
3. A description of sexual harassment, utilizing examples.
4. The contractor's internal complaint process including penalties.
5. The legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission.
6. Directions on how to contact the Department or the Commission.
7. An acknowledgment of protection of a complaint against retaliation as provided in Section 6-101 of the Human Rights Act.

Each contractor must provide a copy of such written policy to the Illinois Department of Human Rights upon request.

By: Bryant Jesen. PRESIDENT
Authorized Agent of Contractor

Subscribed and sworn to
before me this 8th day
of OCTOBER, 2025.

Notary Public

Official Seal
KEVIN L WEGNER
Notary Public, State of Illinois
Commission No. 855032
My Commission Expires May 6, 2029

CONTRACTOR'S CERTIFICATIONS
(To Be Filled, Signed, and Submitted as a part of Bid Package)

(CONTRACT EXECUTION)

Jesco Electric Co Inc, having executed a contract for Golf Driving Range Elec with the VILLAGE, hereby certifies that said contractor is not barred from executing said contract as a result of a violation of either Section 5/33E-3 or 5/33E-4 of Chapter 720 of the Illinois Compiled Statutes.

(DRUG-FREE WORKPLACE)

Contractor deposes, states and certifies it will provide a drug free workplace by complying with Section 3 of the Illinois Drug Free Workplace Act, being 30 ILCS 580/3.

Attest/Witness:

By: Bob Dugan

Title: ______________

Contractor

By: Bryant Jesse
Name of Contractor's Executing Officer

Title: President
Title of Contractor's Executing Officer

Subscribed and Sworn to before me this 8 day of October 2025.

____
Notary Public

My Commission Expires: May 6, 2029

-SEAL-

Official Seal
KEVIN L WEGNER
Notary Public, State of Illinois
Commission No. 855032
My Commission Expires May 6, 2029

PREVAILING WAGE AFFIDAVIT
(To Be Filled, Signed, and Submitted as a part of Bid Package)

I, BRYANT JESSEN (name of signatory), on oath hereby state and certify that JESCO ELECTRIC CO. INC (name of Contractor), pursuant to a Contract dated 10/08, 2025, with the Village of Oak Brook for the GOLF DRIVING RANGE ELECTRIC Project, has complied and will comply with all laws, including those relating to the employment of labor, the payment of the current general prevailing rate of hourly wages for each craft or type of worker or mechanic needed to execute the Contract or perform such work, and also the current general prevailing rate for legal holiday and overtime work, as ascertained by the Illinois Department of Labor for DuPage County, Illinois, and those prevailing rates are paid and shall be paid for each craft or type of worker or mechanic needed to execute the aforesaid Contract or to perform such work. JESCO ELECTRIC CO. INC (name of Contractor) has also complied and will comply with all record keeping requirements established in the Prevailing Wage Act (820 ILCS 130/0.01, *et seq.*

CONTRACTOR:

By: [signature]

Title: PRESIDENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS 8TH DAY OF OCTOBER, 2025

[signature]
NOTARY PUBLIC

Official Seal
KEVIN L WEGNER
Notary Public, State of Illinois
Commission No. 855032
My Commission Expires May 6, 2029

CERTIFICATION OF PAYROLL RECORDS

(To Be Filled, Signed, and Submitted as a part of Bid Package)

I, BRYANT JESSEN (name of person executing this certificate), do hereby certify that I am the duly qualified and acting PRESIDENT (title) for JESCO ELECTRIC CO. INC., (name of contractor) and, as such, am authorized to certify payroll records as true and accurate for such company in accordance with the requirements of Section 5 of the Prevailing Wage Act (820 ILCS 130/5) (the "Act").

I do hereby further certify that the following document is a true and accurate copy of the records of all laborers, mechanics, and other workers employed by JESCO ELECTRIC CO. INC (name of contractor) on the GOLF DRIVING RANGE ELECTRIC Project (the "Project") for the Village of Oak Brook (the "Village"), including each such worker's name, address, telephone number, social security number, classification or classifications; and the hourly wages paid in each pay period, hours worked each day, and the starting and ending times of work each day for each such worker on such Project.

I do hereby further certify that the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required by the Act, and that JESCO ELECTRIC CO. INC. (name of contractor), and I on behalf of such contractor, are fully aware that filing a certified payroll that we know to be false is a Class B misdemeanor. I further certify that upon two (2) business days' notice, if requested, we and any subcontractor hired by us shall make available for inspection the records required in the Act to the District, its officers, and agents, and to the Director of Labor, his deputies, and agents, at reasonable hours at a location within the State of Illinois.

Date: OCTOBER 8TH, 2025

JESCO ELECTRIC CO. INC.
(Name of Contractor)

[signature]
(Signature)

BRYANT JESSEN
(Printed Name)

PRESIDENT
(Title)

Subscribed and sworn to before me.

this 8TH day of OCTOBER, 2025.

Notary Public [signature]

Official Seal
KEVIN L WEGNER
Notary Public, State of Illinois
Commission No. 855032
My Commission Expires May 6, 2029

Section J Performance and Payment Bonds

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that ***[FULL NAME, ADDRESS AND ORGANIZATION OF CONTRACTOR]***, as Principal, hereinafter called Contractor, and ***[FULL NAME AND ADDRESS OF SURETY]***, as Surety, a corporation organized and existing under the laws of the State of ***[INCORPORATION]***, hereinafter called Surety, are held and firmly bound unto the Village of Oak Brook, as Obligee, hereinafter called Owner, in the full and just sum of ***[CONTRACT PRICE]*** Dollars, for the payment of which sum of money well and truly to be made, Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, said amount to include payment of actual costs and damages and for attorneys' fees, architectural fees, design fees, engineering fees, accounting fees, testing fees, consulting fees, administrative costs, court costs, interest and any other fees and expenses resulting from or incurred by reason of Contractor's failure to promptly and faithfully perform its contract with Owner, said contract being more fully described below, and to include attorneys' fees, court costs and administrative and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of Surety under this bond.

WHEREAS, Contractor has entered into a written agreement dated ***[DATE OF CONTRACT AGREEMENT]***, with Owner entitled "Contract Agreement Between Village of Oak Brook and ***[CONTRACTOR'S NAME]*** for the Construction of Bath & Tennis Pool Deck Repair & Resurfacing Project" (the "Contract"), the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if Contractor shall well, truly, and promptly perform all the undertakings, covenants, terms, conditions, and agreements of said otherwise, under the Contract, including, but not limited to, Contractor's obligations under the Contract: (1) to provide, perform and complete at the Work Site and in the manner specified in the Contract all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary for the design, if any, construction, and installation of the Bath & Tennis Pool Deck Repair & Resurfacing Project, together with related attachments, equipment, and appurtenances thereto; (2) to procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in the Special Conditions of Contract; (3) to procure and furnish all bonds and certificates and policies of insurance specified in the Contract; (4) to pay all applicable federal, state, and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform, and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by and pursuant to, the Contract; all of which is herein referred to as the "Work," whether or not any of said Work enter into and become component parts of the improvement contemplated, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances on the part of either Owner or Contractor to the other in or to the terms of said Contract; in or to the schedules, plans, drawings, or specifications; in or to the method or manner of performance of the Work; in or to Owner-furnished facilities, equipment, materials, services, or sites; or in or to the mode or manner of payment therefor, shall in any way release Contractor and Surety or either or any of them, or any of their heirs, executors, administrators, successors, or assigns, or affect the obligations of Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances, and notice of any and all defaults by Contractor or of Owner's termination of Contractor being hereby waived by Surety.

Notwithstanding anything to the contrary in the foregoing paragraph, in no event shall the obligations of Surety under this bond in the event of Contractor's default be greater than the obligations of Contractor under the Contract in the absence of such Contractor default.

In the event of a default or defaults by Contractor, Owner shall have the right to take over and complete the Contract upon 30 calendar days' written notice to Surety, in which event Surety shall pay Owner all costs incurred by Owner in taking over and completing the Contract.

At its option, Owner may instead request that Surety take over and complete the Contract, in which event Surety shall take reasonable steps to proceed promptly with completion no later than 30 calendar days from the date on which Owner notifies Surety that Owner wants Surety to take over and complete the Contract.

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

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

Signed and sealed this ___ day of ______, 2025.

Attest/Witness:	PRINCIPAL: ***[NAME OF CONTRACTOR]***
By: ______________________	By: ______________________ ***[NAME OF CONTRACTOR'S EXECUTING OFFICER]***
Title: ______________________	Title: ***[TITLE OF CONTRACTOR'S EXECUTING OFFICER]***
Attest/Witness:	SURETY: ***[NAME OF SURETY]***
By: ______________________	By: ______________________
Title: ______________________	Title: ______________________
	Telephone: ______________________

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that ***[FULL NAME, ADDRESS AND ORGANIZATION OF CONTRACTOR]***, as Principal, hereinafter called Contractor, and ***[FULL NAME AND ADDRESS OF SURETY]***, as Surety, a corporation organized and existing under the laws of the State of ***[INCORPORATION]***, hereinafter called Surety, are held and firmly bound unto the Village of Oak Brook, as Obligee, hereinafter called Owner, for the use and benefit of itself and of claimants as hereinafter defined, in the full and just sum of ***[CONTRACT PRICE]*** Dollars ***[CONTRACT PRICE]***, to be paid to it or the said claimants or its or their assigns, to which payment well and truly to be made Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents, said amount to include attorney's fees, court costs, and administrative and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of Surety under this bond.

WHEREAS, Contractor has entered into a written agreement dated ***[DATE OF CONTRACT AGREEMENT]***, with Owner entitled "Contract Agreement Between Village of Oak Brook and ***[CONTRACTOR'S NAME]*** for the Construction of Bath & Tennis Pool Deck Repair & Resurfacing Project" (the "Contract"), the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if Contractor shall promptly pay or cause to be paid all sums of money that may be due to any claimant with respect to Contractor's obligations under the Contract: (1) to provide, perform, and complete at the Work Site and in the manner specified in the Contract all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary for design, if any, construction, and installation of the Bath & Tennis Pool Deck Repair & Resurfacing Project, together with related attachments, equipment, and appurtenances thereto; (2) to procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in the Special Conditions of Contract; (3) to procure and furnish all bonds and certificates and policies of insurance specified in the Contract; (4) to pay all applicable federal, state, and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform, and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by and pursuant to, the Contract; all of which is herein referred to as the "Work," whether or not any of said Work enter into and become component parts of the improvement contemplated, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

For purpose of this bond, a claimant is defined as one having a direct contract with Contractor or with a subcontractor of Contractor to provide, perform or complete any part of the Work.

Contractor and Surety hereby jointly and severally agree that every claimant who has not had all just claims for the furnishing of any part of the Work paid in full, including, without limitation, all claims for amounts due for materials, lubricants, oil, gasoline, rentals of, or service or repairs on, machinery, equipment, and tools consumed or used in connection with the furnishing of any part of the Work, may sue on this bond for the use of such claimant, may prosecute the suit to final judgment for such sum or sums as may be justly due such claimant, and may have execution therein; provided, however, that Owner shall not be liable for the payment of any costs or expenses of any such suit. The provisions of 30 ILCS 550/1 and 30 ILCS 550/2 shall be deemed inserted herein, including the time limits within which notices of claim must be filed and actions brought under this bond.

Contractor and Surety hereby jointly agree that Owner may sue on this bond if Owner is held liable to, or voluntarily agrees to pay, any claimant directly, but nothing in this bond shall create any duty on the part of Owner to pay any claimant.

Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances on the part of Owner or Contractor to the other in or to the terms of said Contract; in or to the schedules, plans, drawings, or specifications; in or to the method or manner of performance of the Work; in or to Owner-furnished facilities, equipment, materials, services, or sites; or in or to the mode or manner of payment therefor shall in any way release Contractor and Surety or either or any of them, or any of their heirs, executors, administrators, successors, or assigns, or affect the obligations of said Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances and notice of any and all defaults by Contractor or of Owner's termination of Contractor being hereby waived by Surety.

Signed and sealed this ___ day of ______, 2025.

Attest/Witness: PRINCIPAL: ***[NAME OF CONTRACTOR]***

By: ____________________ By: ______________________________
[NAME OF CONTRACTOR'S EXECUTING OFFICER]

Title: ____________________ Title: ***[TITLE OF CONTRACTOR'S EXECUTING OFFICER]***

Attest/Witness: SURETY: ***[NAME OF SURETY]***

By: ____________________ By: ______________________________

Title: ____________________ Title: ______________________________

Telephone: ____________________

State of Illinois)
) SS.
County of ________)

I, __________________, a Notary Public in and for said county, do hereby certify that ____ (names of individuals signing on behalf of Principal and Surety) who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

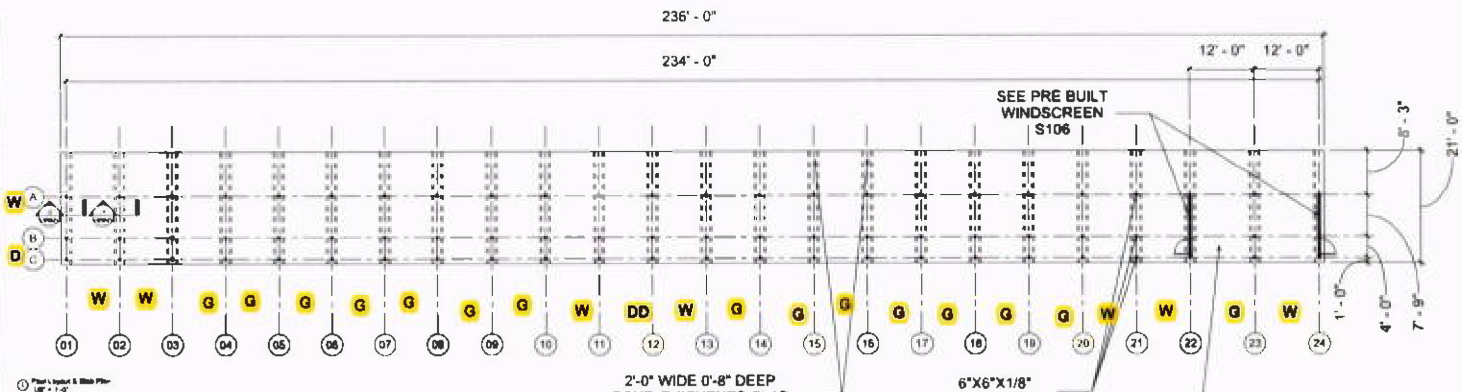
Given under my hand and notarial seal this ____ day of ____________, 2025.

____
Notary Public

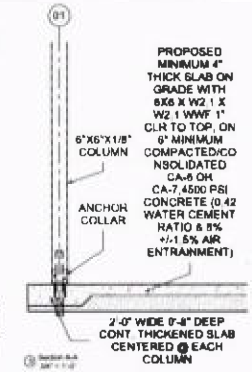
My commission expires:

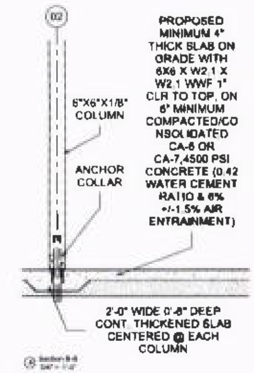
____

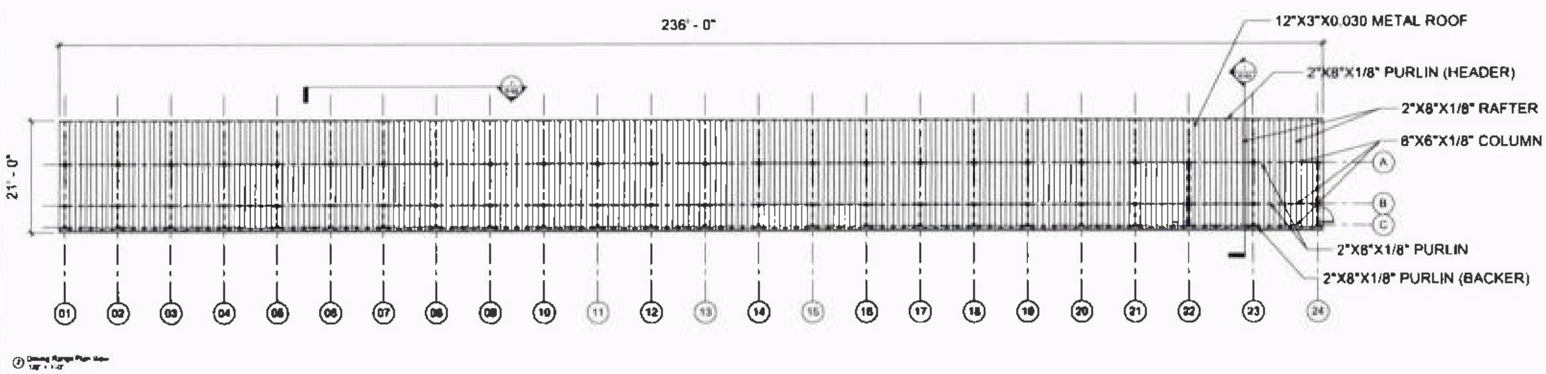
NOTE : WINDSCREEN ON COLUMN LINE 22 WINDOW
WINDSCREEN ON COLUMN LINE 24 NO WINDOW



(W) Walls/With Windows = 8
(G) Garage Doors = 15
(D) Door = 1
(DD) Double Door = 1







Cover The Tees
1713 Kennedy Pt.
Oviedo, FL 32765
Mailing Address
P.O. Box 622363 Oviedo, FL 32762

[redacted]
ML Structural
Info@mlstructual.com
224-214-0565
334 E Colfax St Unit D,
Palatine, IL 60067

Engineer's Stamp

081-007219
LICENSED
STRUCTURAL
ENGINEER
STATE OF ILLINOIS

No.	Description	Date

Oak Brook Golf Club - Oak Brook, IL
2608 York Rd, Oak Brook, IL 60523

23 Bay
21@10' OC
2@12'OC

Slab Plan & Range Plan View

Project Number	OBGC031125
Date	05/13/25
Drawn By	KGM
Checked By	Checker

S102

Scale

Oak Brook Driving Range
Luminaire:Galaxy-300-TTX-US
Qty:8
Mounting Height: 14ft
Calc Summary: Ground Horizontal & Top Tracer requirement

Drawn By: Mark Ruthers
Checked By:
Date: 20/06/2025
Scale:

Datasheet

Overview | Technical Data | Dimensions | Imagery | Contact us

Drawn By: Mark Ruthers
Checked By:
Date 20/06/2025
Scale:

DS_GALAXY-300-TTX

The Galaxy TTX range provides mid power LED ground mounted illumination specifically designed for golf outfield applications. Precise Optics, Top spec Philips or Osram LEDs for very high lumen efficiency, combined with excellent thermal management and a corrosion resistant coating, make the Galaxy range a class leading product.

Features:

- Latest LED and Optical Technology
- Design eliminates unwanted light spill
- Ideal for use in urban / rsidential areas
- Used by the leading venues
- Very long service life

5 year warranty

The Galaxy TTX is the latest generation high power LED luminaires with a circuit watt efficiency of +135 lumens per watt. The externally rated drivers can be remotely mounted if required.

Each of the lensed 100w modules can be aimed individually to give an exceptional light uniformity. Robust construction and corrosion proof coating make this fixture suitable for harsh weather climates.

RoHS CE MW LM-79 OSRAM PHILIPS LUMILEDS

For more information about the product featured in this datasheet please contact the experts at Exled. Call 01453 756 361, email sales@exled.co.uk or visit exled.co.uk

Drawn By: Mark Ruthers
Checked By:
Date: 20/06/2025
Scale:

DS_GALAXY-300-TTX

Product Code	Galaxy 300 TTX
Power (Watts)	300
Lumen Output	36,600
Weight (KG)	9
Input Voltage	100-277VAC
LED Chip	Philips Lumileds / Osram
Dimmable Options	1-10v / Dali Optional
Finish	Black or Grey Powder Coating
IP Rating	IP66
Beam Angles	10° / 25° / 30° / 45° / 60° / 90° / 120°
CCT	4000K / 5000K / 6500K
Warranty	5 Years

For more information about the product featured in this datasheet please contact the experts at Exled. Call 01453 756 361, email sales@exled.co.uk or visit exled.co.uk

Drawn By: Mark Ruthers
Checked By:
Date: 20/06/2025
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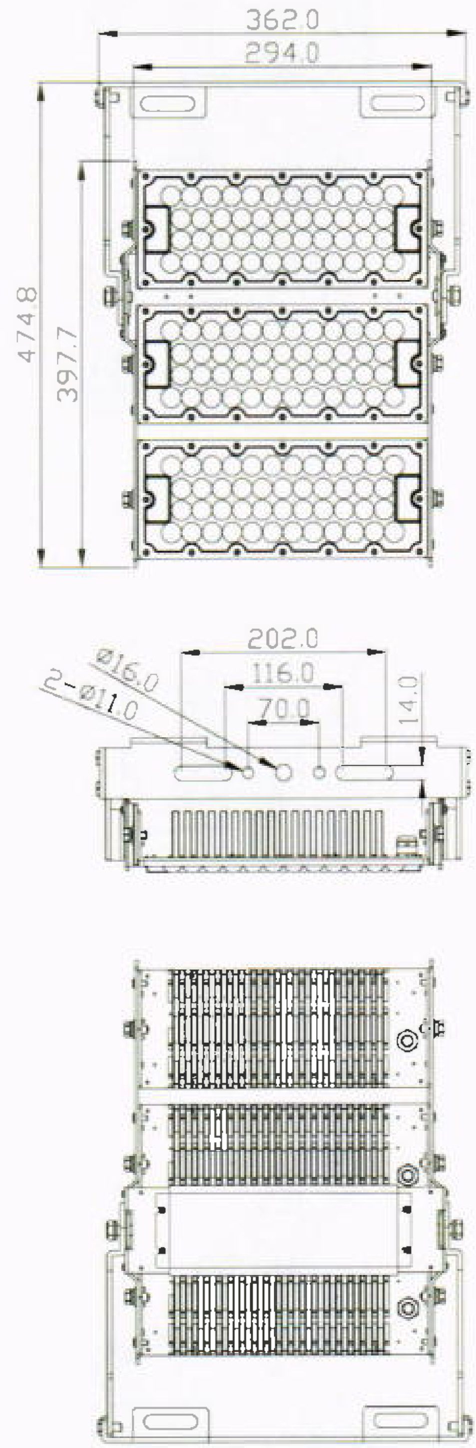
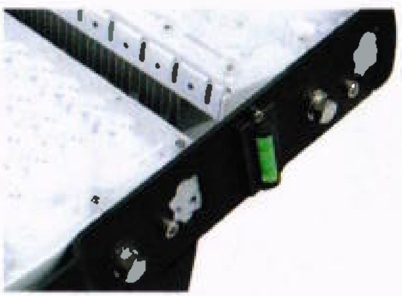
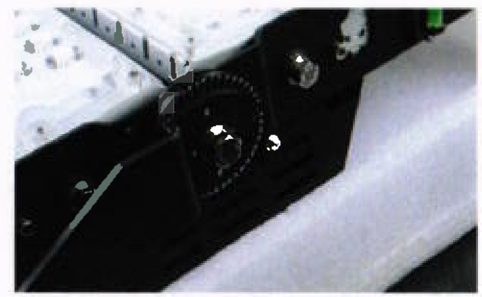


DS_GALAXY-300-TTX





For more information about the product featured in this datasheet please contact the experts at Exled. Call 01453 756 361, email sales@exled.co.uk or visit exled.co.uk

Drawn By: Mark Ruthers
Checked By:
Date: 20/06/2025
Scale:

Luminaire Schedule

Symbol	Qty	Label	Arrangement	Description	Tag	LLF	Luminaire Lumens	Luminaire Watts	Total Watts
	8	Galaxy-300-ttx-V1	Single			0.900	38988	287.6	2300.8

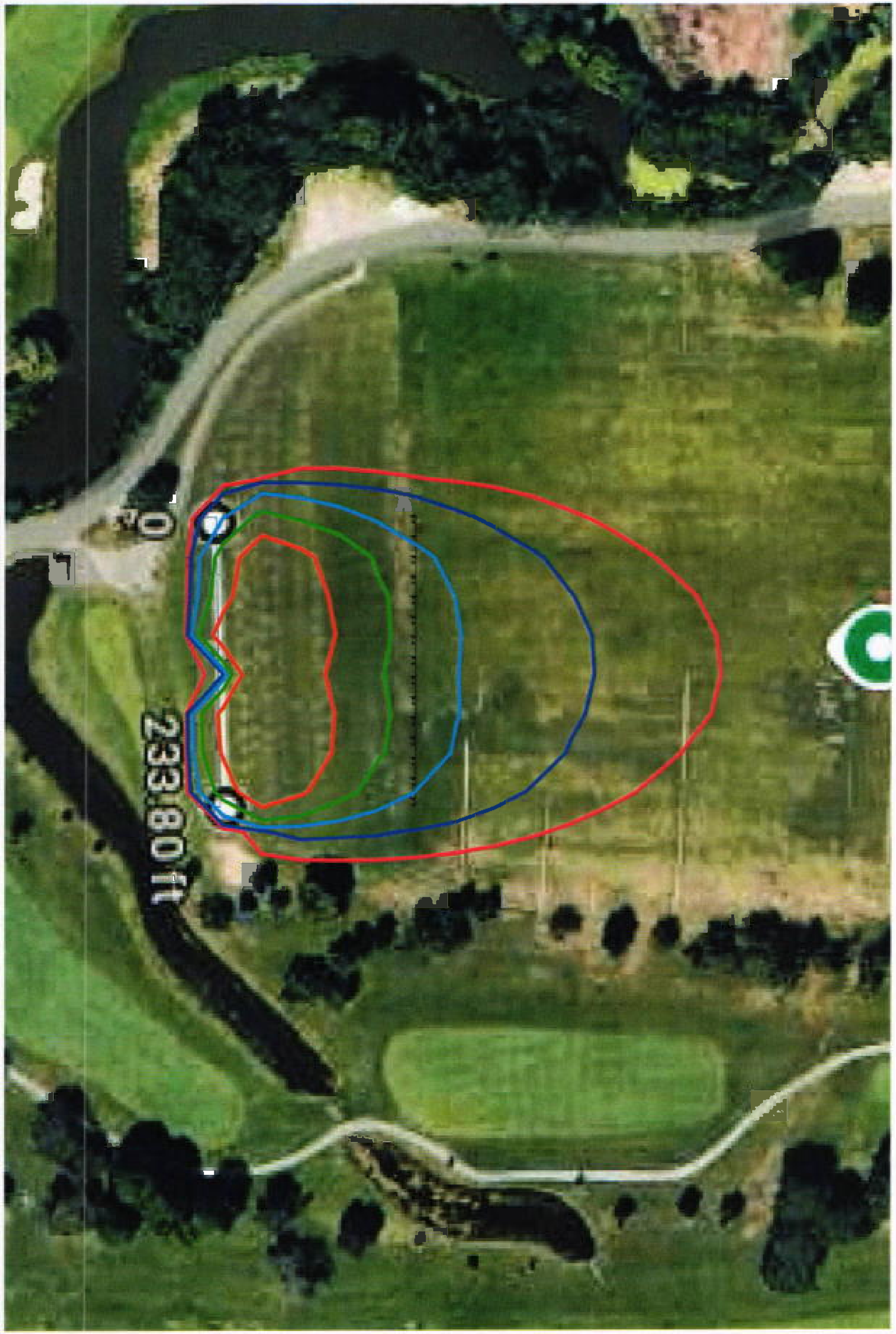
Luminaire Location Summary

		Insertion Point				
LumNo	Label	X	Y	Z	Orient	Tilt
7	Galaxy-300-ttx-V1	1666.761	852.643	14	90	0
8	Galaxy-300-ttx-V1	1631.94	852.643	14	90	0
9	Galaxy-300-ttx-V1	1550.443	851.161	14	90	0
10	Galaxy-300-ttx-V1	1749.37	854.125	14	90	0
11	Galaxy-300-ttx-V1	1695.656	853.754	14	90.797	0
12	Galaxy-300-ttx-V1	1721.216	853.754	14	90	0
13	Galaxy-300-ttx-V1	1580.449	852.643	14	90	0
14	Galaxy-300-ttx-V1	1608.602	852.272	14	90	0

Calculation Summary

Label	CalcType	Units	Avg	Max	Min	Min/Avg	Min/Max
TT Field	Illuminance	Fc	5.08	9.1	1.0	0.20	0.11
TT Field_1	Illuminance	Fc	0.01	4.9	0.0	0.00	0.00

Drawn By: Mark Ruthers
Checked By:
Date 20/06/2025
Scale:



Drawn By: Mark Ruthers

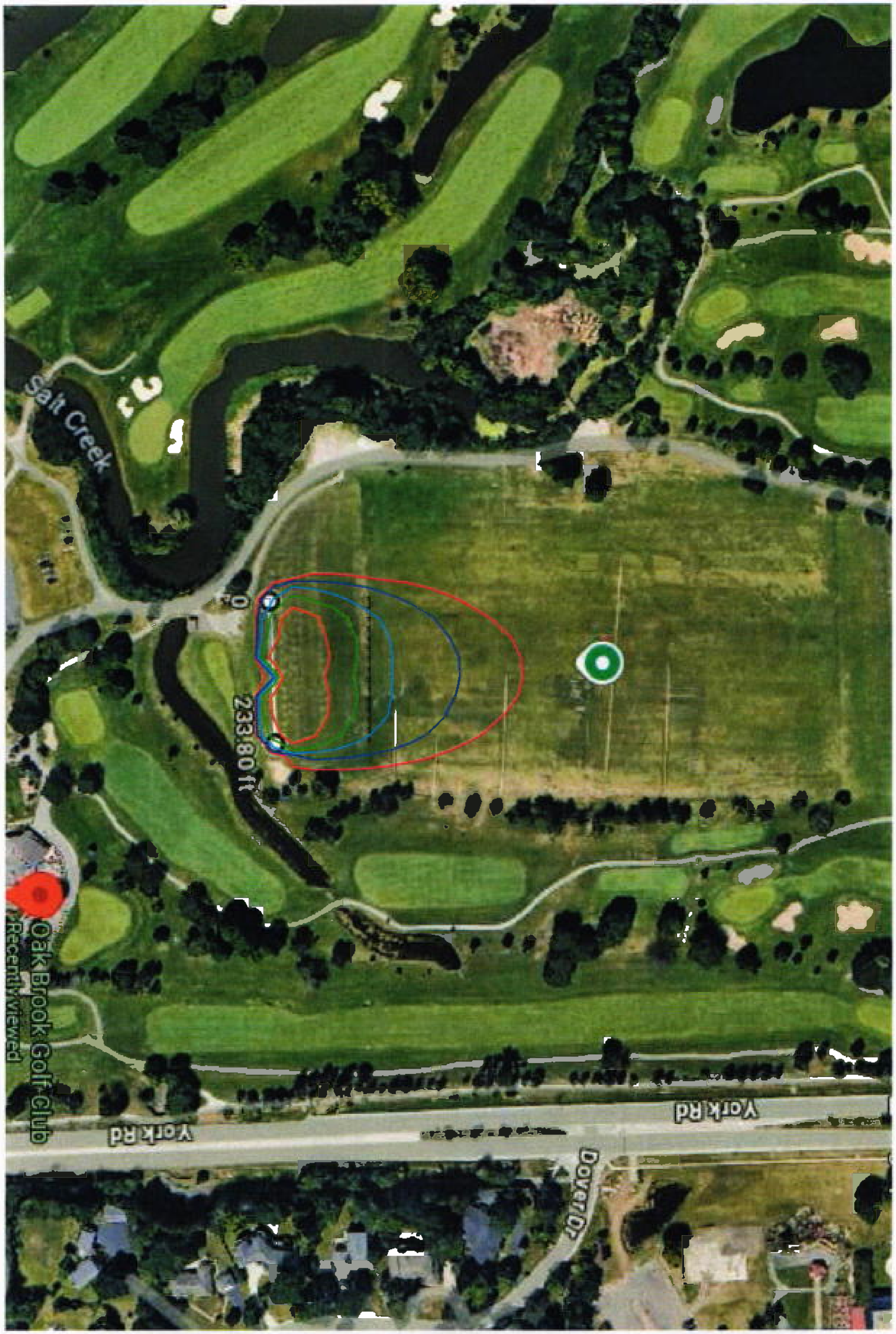
Checked By:

Date:20/06/2025

Scale:

Isoline Legend	
Illuminance (Fc)	
Color	Value
	0.1
	0.2
	0.5
	1
	2

exled



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Date:20/06/2025
Scale:

Isoline Legend	
Illuminance (Fc)	
Color	Value
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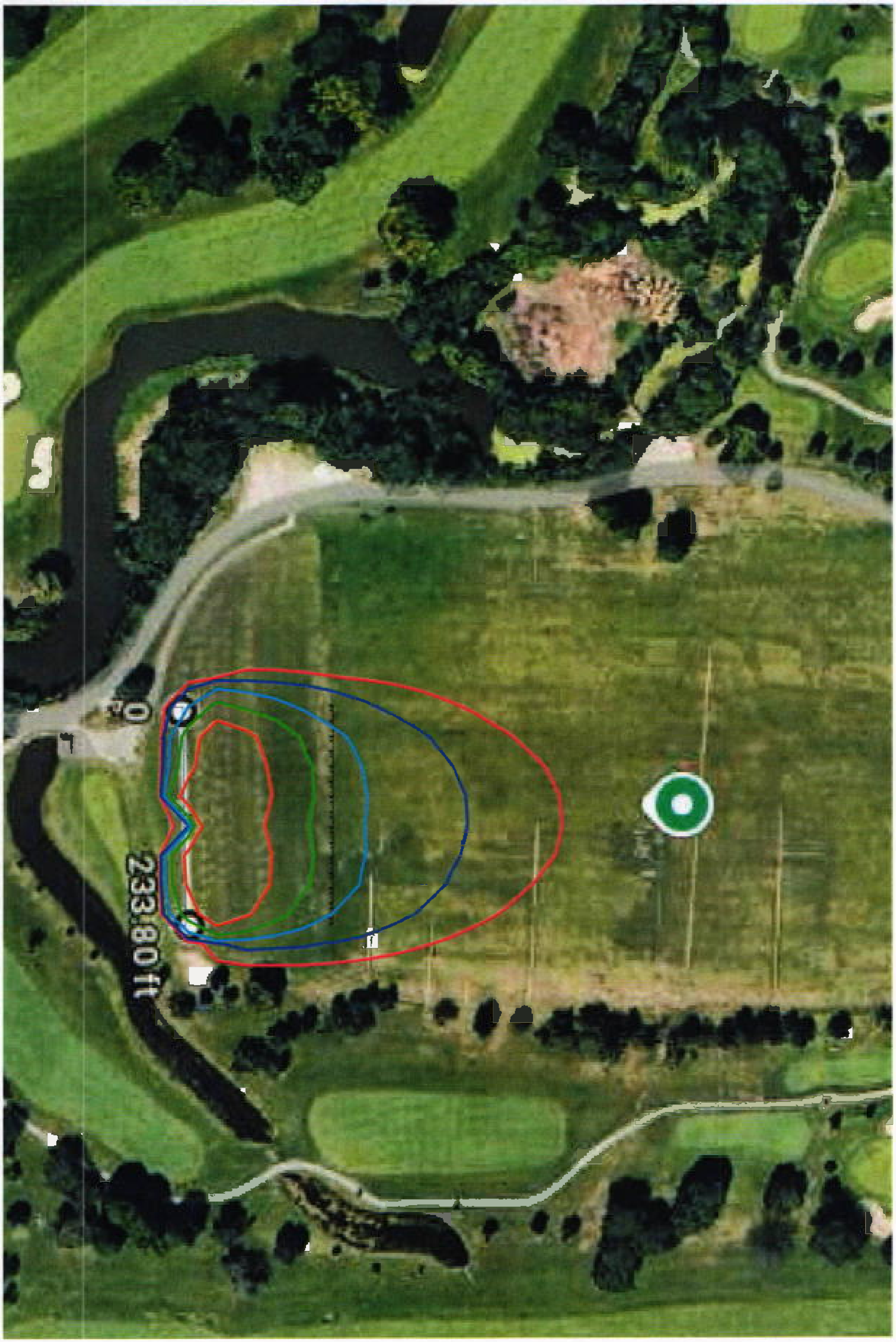
	0.2
	0.5
	1
	2

exled



Drawn By: Mark Ruthers

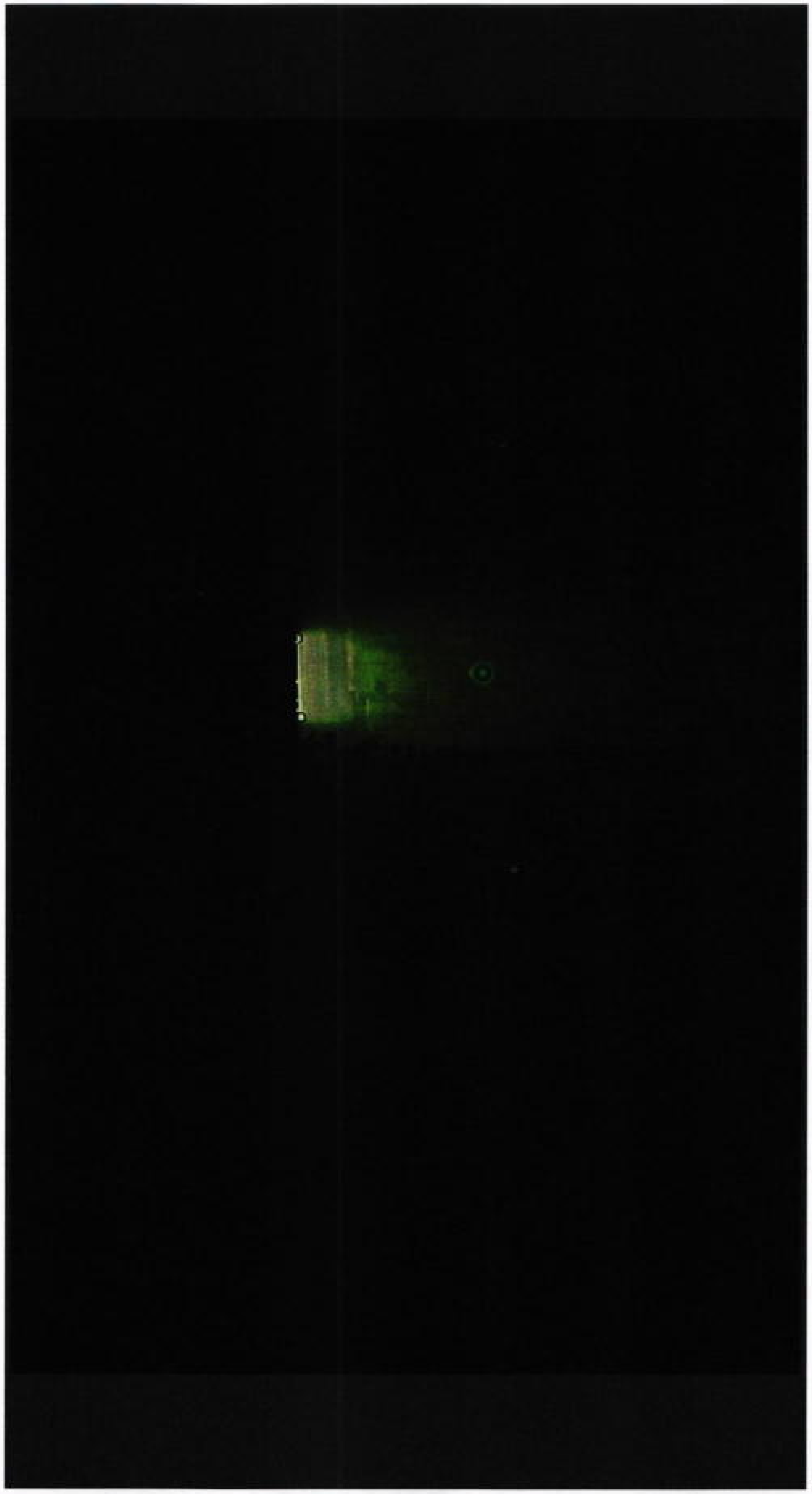
Checked By:

Date:20/06/2025

Scale:

Isoline Legend	
Illuminance (Fc)	
Color	Value
	0.1
	0.2
	0.5
	1
	2

exled



Drawn By: Mark Ruthers	
Checked By:	
Date:20/06/2025	
Scale:	


TRACKMAN
CUSTOMER DELIVERABLES
PROJECT INSTALLATION GUIDE
86 HEIGHT FT
127 TOTAL YDS
58 CARRY YDS
102 BALLSPEED MPH
TRACKMAN RANGE
04/2023

TRACKMAN
GOLF

TABLE OF CONTENTS

[Learn More About TrackMan Range Here]

PROJECT INSTALLATION GUIDE

TRACKMAN GOLF

CUSTOMER DELIVERABLES CHECKLIST

CUSTOMER DELIVERABLES CHECKLIST

TRACKMAN
GOLF

Checklist

Utilize the Customer Deliverables Checklist to Ensure Necessary Deliverables are Met Prior to TrackMan's Arrival

TRACKMAN

CUSTOMER DELIVERABLES CHECKLIST

PLANNING

- ❑ TrackMan pole locations identified (Consult with TM Staff for measurement guide).
- ❑ Designate a climate-controlled room for TrackMan server equipment to be located.
    - ❑ Purchase 12U server rack with 19in width and minimum 30in usable depth.
    - ❑ Provide minimum of 30mbs up/down internet with no port restrictions.
- ❑ Source fiber, electricians, and general contractors for infrastructure deliverables.
- ❑ Identify power source for each radar to tap into.
    - ❑ 100Vac - 240Vac power.
    - ❑ Individual circuits for each radar (preferred) supporting 150W for each radar.
- ❑ Plan trenching route from each radar back to server location and radar power source.

RADAR POLES

- ❑ Install radar poles. See *Customer Deliverables Guide* for pole specs.
    - ❑ Provided 3ft x 3ft concrete base minimum for each radar pole.
    - ❑ Counter sink poles in concrete base. Once dry, the top of pole should be very rigid.
    - ❑ Stem up conduit on back of pole (away from golfers) for power and fiber in concrete base.
- ❑ Trench from server room location and power source to each radar.
- ❑ Lay power and fiber conduit in trenches.
- ❑ Pull 2 pairs (4 strands) of single mode fiber to each radar pole's steel junction box located 18in from the top of the pole.
    - ❑ LC/UPC to LC/UPC on both ends.
    - ❑ Terminate 2 or 3 pairs of fiber for each radar.
    - ❑ Land fiber runs to the switch located in each radar pole's steel junction box.
    - ❑ Land fiber runs from each radar to the server rack location.
- ❑ Run conduit, power and fiber cables inside or outside the radar pole to the location of the junction box.

CAT 6 CABLING FOR ACCESS POINT(S) *(If Applicable)*

- ❑ Run Cat 6 cables to each Wi-Fi access point location and terminate. (Specifics provided by TM staff).

TOUCHSCREENS *(If Applicable)*

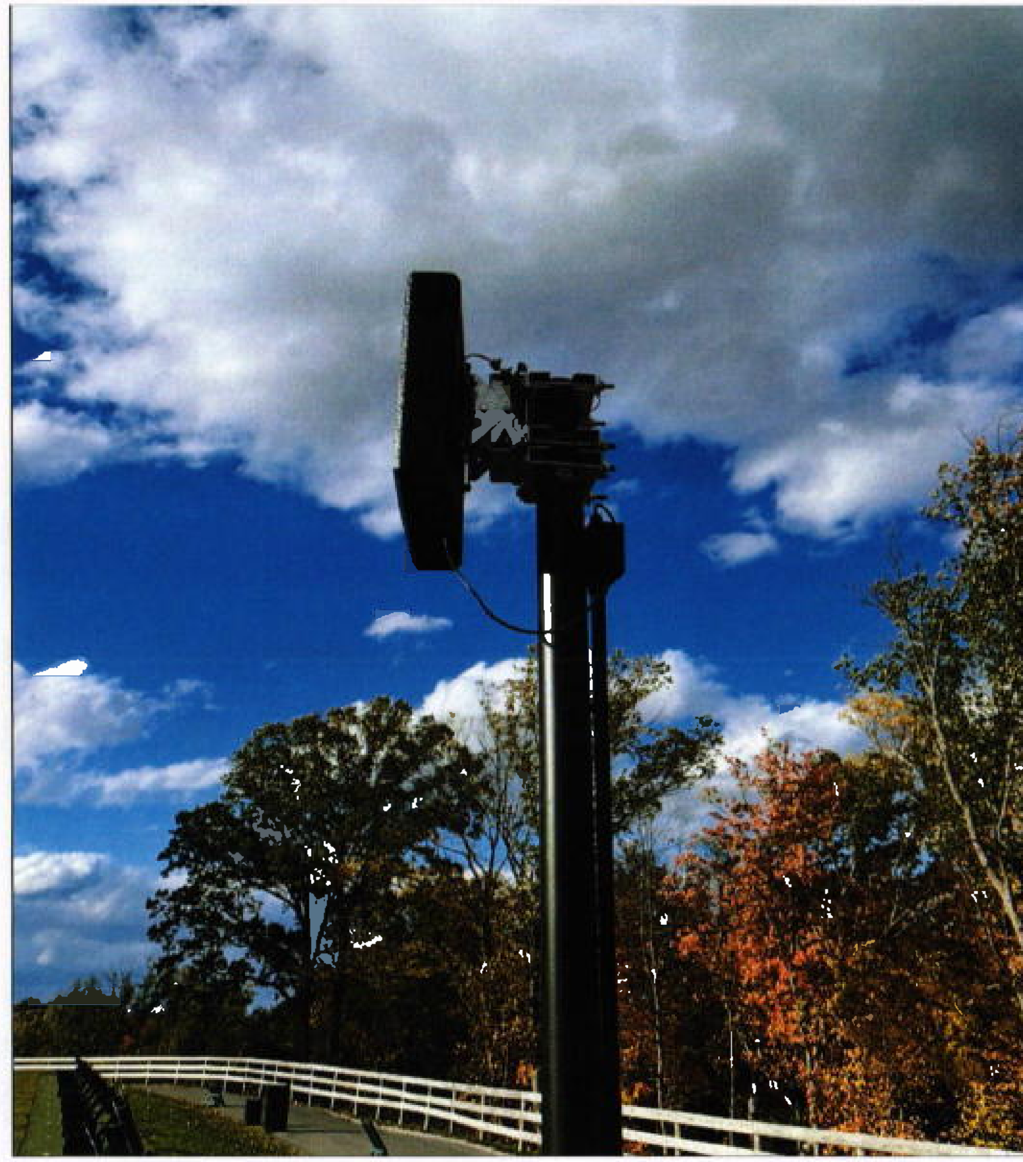
- ❑ Designate touchscreen locations (consult with TM Staff on safe distance from hitting mat / height / etc.).
- ❑ Source and install touchscreen poles if there is no pre-existing infrastructure.
- ❑ Run Cat 6 and power cables to each touchscreen location.
    - ❑ Each touchscreen requires Cat 6 with RJ45 termination.
    - ❑ Each touchscreen's power cable must either be terminated with a plug and outlet or hardwired directly with wire nuts in junction box.

WEEK-OF INSTALL CHECKLIST ITEMS

- ❑ All static bays/hitting mats must be in their final locations to enable GPS mapping and test shots.
- ❑ Schedule electrician to be onsite when TM Employees arrive for installation.
- ❑ Schedule fiber contractor to be on call if any issue with TM connections.
- ❑ Schedule boom lift to be onsite when TM Employees arrive for installation. Confirm with TM Staff.
- ❑ Provide a golf cart, flat bed preferred, for TM employees to use when onsite.
- ❑ Schedule for driving range to be closed the entire week of installation (M - F).

TRACKMAN
GOLF

CUSTOMER DELIVERABLES
PROCESS & OVERVIEW



CUSTOMER DELIVERABLES PROCESS

TRACKMAN GOLF

STEP 1:
DETERMINE SERVER ROOM LOCATION

Server Room Must Be Climate Controlled and Dust-Free. Server Room Needs Power (Standard Outlet) and Internet Connection (Cat6 Data Cable).

■ CUSTOMER RESPONSIBILITIES

Server Rack Provided by Customer.

Designated Server Room Must be Climate Controlled & in a Dust-Free Environment.

■ TRACKMAN RESPONSIBILITIES

TrackMan will Provide the Equipment Inside of the Server Rack.

STEP 2:
TRENCHING

Prepare Trenching for Conduits to Fit Fiber Connections and Power to Each Radar Location.

■ CUSTOMER RESPONSIBLITIES

Work with Your Local Electrician to Determine Local Code Requirements for Running Conduit for Fiber & Power.

STEP 3:
RADAR POLE REQUIREMENTS

Install Radar Poles per Specified Heights & Diameters. Install Junction Box on the Back of Each Radar Pole to House Fiber Switch & Power Termination. Electrician to Terminate Power Cable to Radar Power Cord.

■ CUSTOMER RESPONSIBILITIES

Electrician to Terminate Power Cable to Radar Power Cord.

Electrician to Terminate Fiber to LC/UPC Connectors.

Provide Necessary Fiber Switch.

STEP 4: (If Applicable)
TOUCHSCREEN REQUIREMENTS

Install Touchscreen Poles per Specified Heights & Diameters. Electrician to Terminate Power Cable to Touchscreen Power Cord.

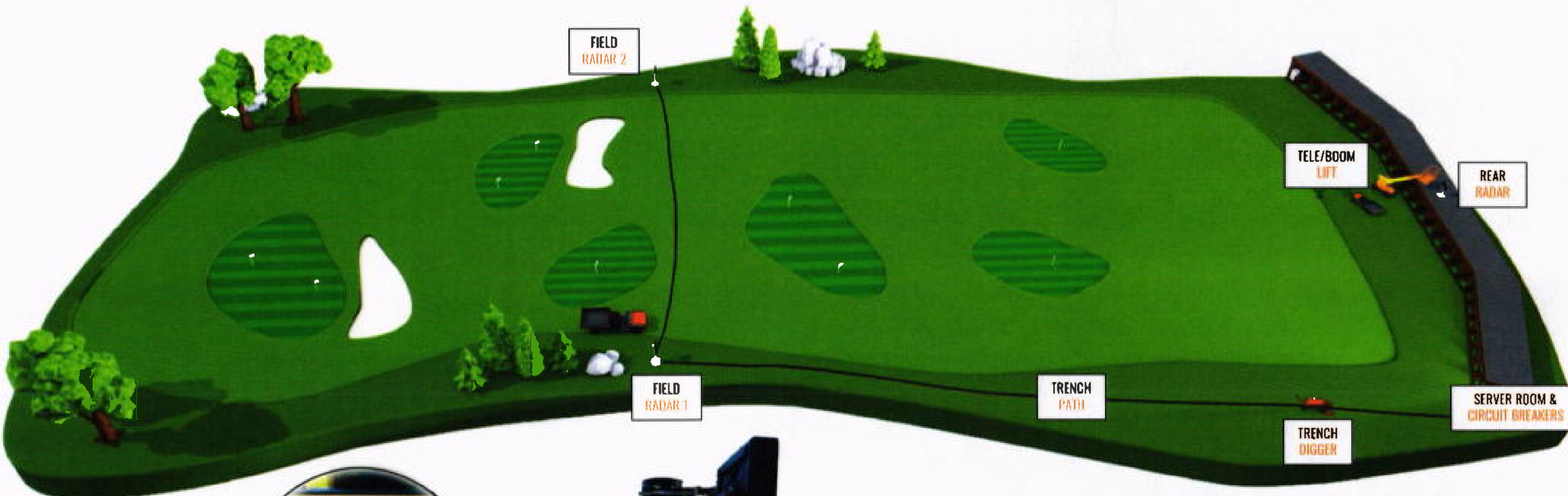
■ CUSTOMER RESPONSIBILITIES

Electrician to Terminate Power Cable to Touchscreen Power Cord.

Electrician to Terminate Cat6 to RJ45 Ends.

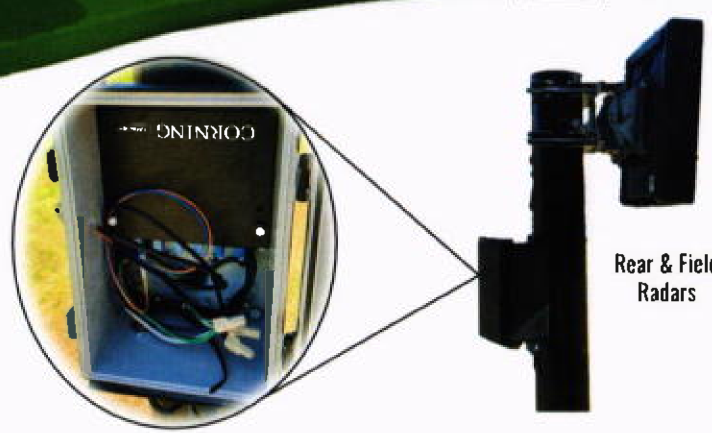
CUSTOMER DELIVERABLES OVERVIEW

TRACKMAN GOLF



RADAR POLE J-BOX:

Steel J-Box on the Back of Each Radar Pole Housing Fiber Switch with LC Fiber & Power Cord Termination



Rear & Field Radars

TRENCH PATH: Trench from Server Room & Circuit Breaker Location to Each Radar, Placing Conduit(s) for Power & Fiber Inside of the Trench

TOUCHSCREENS: If Your Location has Touchscreens, Power and Cat6 Will Need to be Run Individually to Each Screen from the Server Room and Circuit Breaker Location

TRACKMAN GOLF

DETERMINE SERVER ROOM LOCATION

DETERMINE SERVER ROOM LOCATION

TRACKMAN
GOLF

Server Room Requirements

- Room Must Be Indoors in a Climate-Controlled Room (Cannot Exceed 75°F)
- Cat-6 Ethernet (RJ45) Wall Jack (May Need to be Added by Electrician)
    - Connected to Internet Source (Modem/Router)
- Power Outlet – Low Voltage (May Need to be Added by Electrician)

Examples of Completed Server Rack Installs in Climate-Controlled Rooms

Internet Requirements

Minimum 30 Up/30 Down M/Bit Internet Connection

- Must be Dynamic IP, Minimum of 2 IPS Available
- No Restrictions on Traffic

Server Rack Specifications

Rack Requirements

- 4 Posts
- 12U (Minimum)
- 19" Wide Rails
- 30" Minimum Mounting Depth

Recommended Server Rack (StarTech RK1236BKF)

- **Length:** 36"
- **Width:** 24"
- **Height w/ Casters:** 29"

Click Here to Purchase Server Rack from Amazon

TRACKMAN GOLF

TRENCHING FOR CONDUIT, POWER, & FIBER

TRENCHING FOR CONDUIT, POWER & FIBER

TRACKMAN GOLF

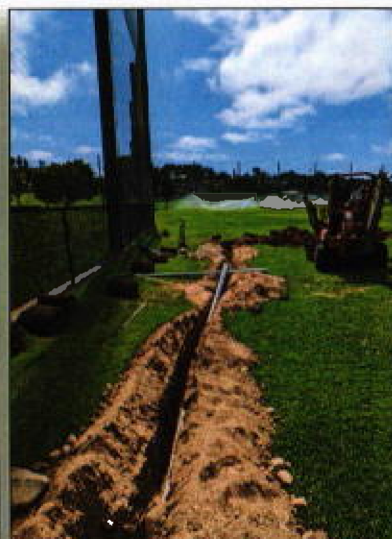
Trench to Each Radar Pole Location

Check As-Built Drawings or Consult a Locator Service Prior to Trenching to Locate Any Existing Underground Irrigation or Powerlines

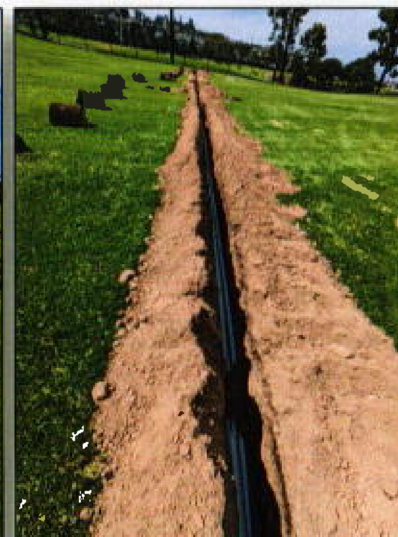
Trench From Server Rack & Electrical Room to Each Radar Pole Location on One Trench Path

Backfill Dirt Once Conduit is Laid

Conduit to Server Rack Building



Trench Line to First Radar Location



Connecting Trench Line for Field Radars

Trench Line to Cutout for Concrete Base

Backfill Trench with Dirt

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GOLF

RADAR POLE
INSTALLATION REQUIREMENTS

RADAR POLE INSTALLATION REQUIREMENTS

TRACKMAN GOLF

Radar Poles & Concrete Base – Consult with Professionals

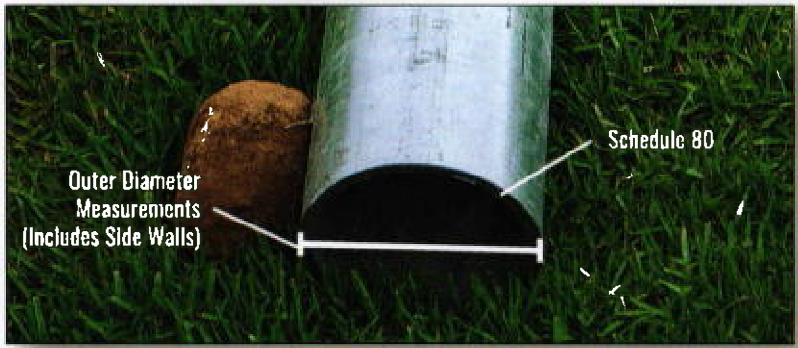
Install Galvanized Steel Pole/Pipe into 36 in. x 36 in. Concrete Sonotube Foundation

- IF Pole Height is Shorter than 15 ft. Above Tee Grade: 4.5 in. Outer Diameter Pole
- IF Pole Height is Taller than 15 ft. Above Tee Grade: 6.5 in. Outer Diameter Pole

Poles Should Be Schedule 80 and Cannot Wobble Once Installed

- Wobbling or Movement of the Pole can Affect Radar Tracking

Stem Conduit for Power & Fiber Through Sonotube Base Prior to Pouring Concrete




Conduit Stemmed Through Sonotube Cast


Conduit Run From 1st Field Radar to 2nd Field Radar


Pole Measured and Level Set along Conduit


Concrete Poured Into 36" x 36" Sonotube


Concrete Dried and Pole Painted Black

RADAR INSTALLATION REQUIREMENTS: FIBER

TRACKMAN GOLF

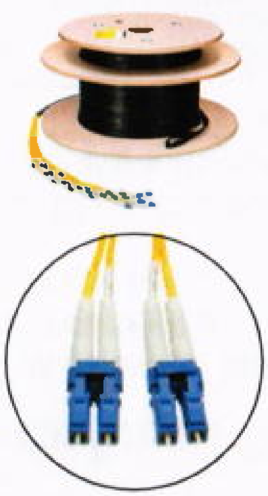
Fiber Installation – Consult with Professionals

Single Mode Fiber
- EEE 802.3z 1000BASE-LX
- Wavelength 1310nm
- Max Distance: 10,000ft

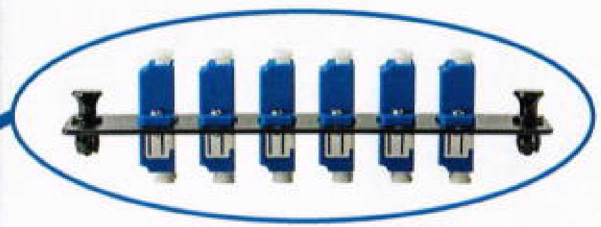
Install a Pole Mounted, Steel, IP Rated Fiber Junction Box at the Top of the Poles (See *Field Radar Details*)

Have a Fiber Technician Install Outdoor-Grade, Single Mode OS2 Fiber (LC/UPC to LC/UPC on Both Ends)

- 4 or 6 Optical Strands (2 or 3 Pairs) **From Server Room to** Each Radar Pole **(to the Junction Box on the** Back **of the Radar Poles)**
- **Fiber Cables Must Connect to a Fiber Patch Panel Inside the Fiber J Box on the Radar Pole**

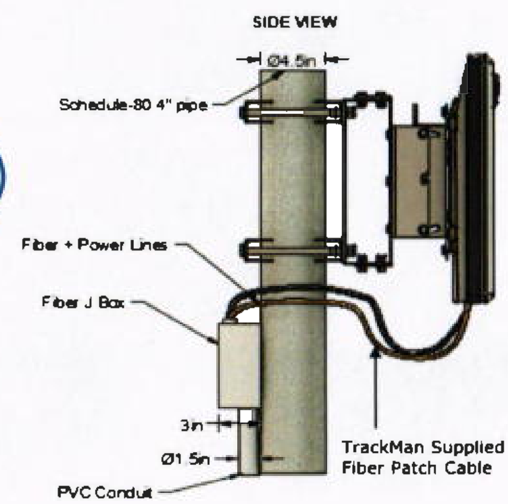


Fiber with LC/UPC Connectors



[Singlemode LC Adapter Fiber Patch Panel Example on Amazon]

Example Showing the Inside of the Fiber Junction Box with Fiber Patch Panel



Detail Example of Steel Fiber Termination / J Box Location

RADAR INSTALLATION REQUIREMENTS: POWER

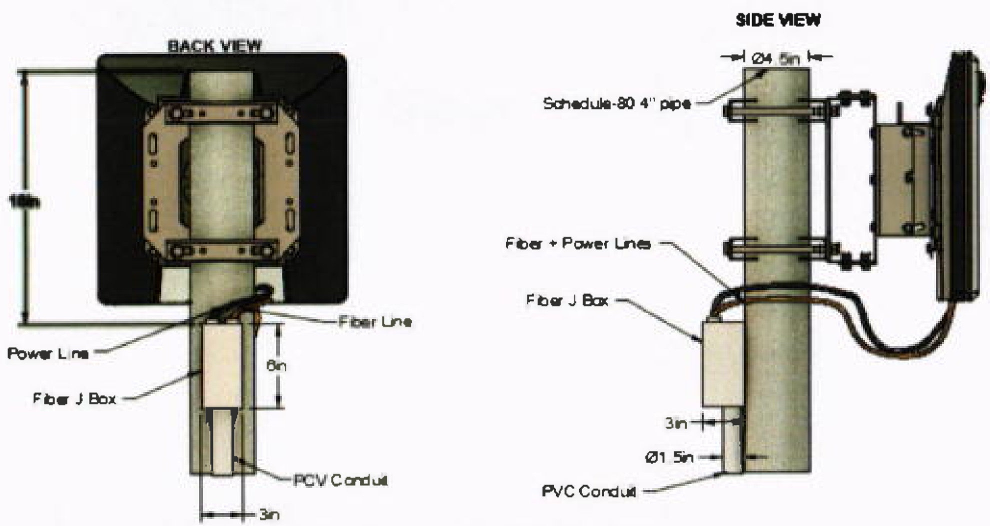
TRACKMAN GOLF

Low Voltage Power Installation – Consult with Professionals

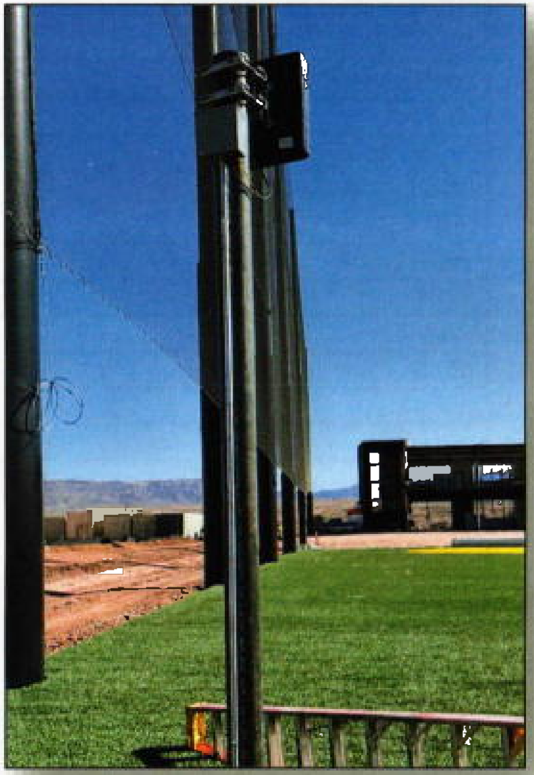
Have an Electrician Install Outdoor-Grade Power Cables to Each Radar

- 120V A/C Power Cables from Each Radar Pole to the Breaker Panel
- Designated Circuit for Radars Only
- Max Power Consumption is 150W Per Radar
- Power Cables Must Be Terminated by the Electrician During the Radar Install

Install Protective Conduit for Power and Fiber Cables from Base of Pole or Within the Pole for Wiring



Detail Example of Conduit & Power Lines



Example of Completed Field Radar

RADAR INSTALLATION REQUIREMENTS: POWER

TrackMan TMD0101:

Operating Frequency	USA/CAN: 10.50 - 10.55 GHz Japan: 10.51 – 10.54 GHz EU: 10.50 – 10.60GHz
	10GHz
Transmitter power	+20 dBm
Antenna gain	12 dBi
Enclosure loss	0 dBi
Total emitted pwr e.i.r.p	+32 dBm
Horizontal beam width, 3dB	±25°
Vertical beam width, 3dB	±25°
Dimensions	Width: 450 mm Depth: 85 mm Height: 450 mm
Mass	~13 kg
Main power supply	100Vac – 240Vac, 150W
DC input	12Vdc – 24Vdc, 7.5A
Camera	2pcs 4k Camera
Data interface	Ethernet 1Gb Optical 1Gb

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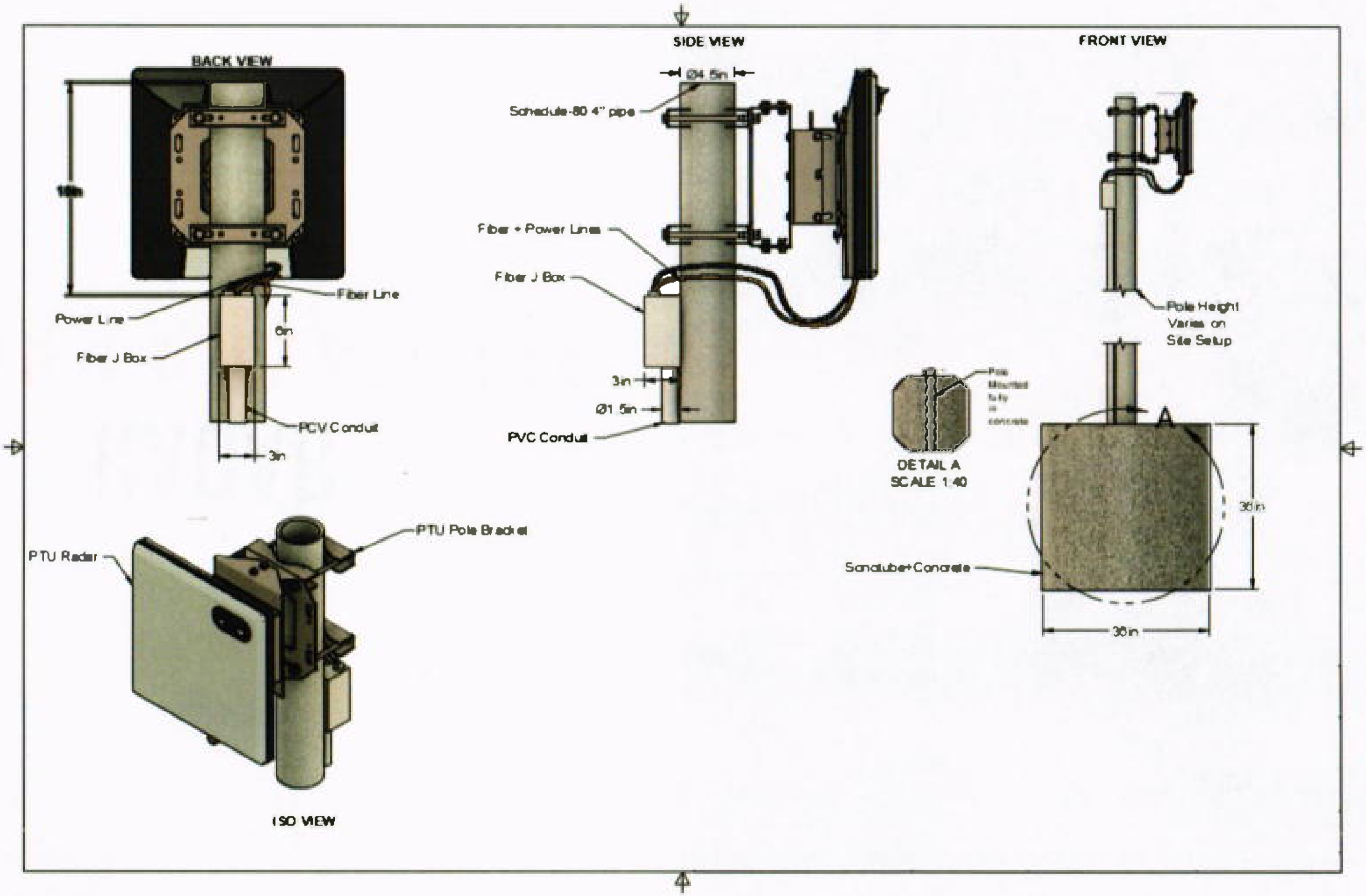
GOLF

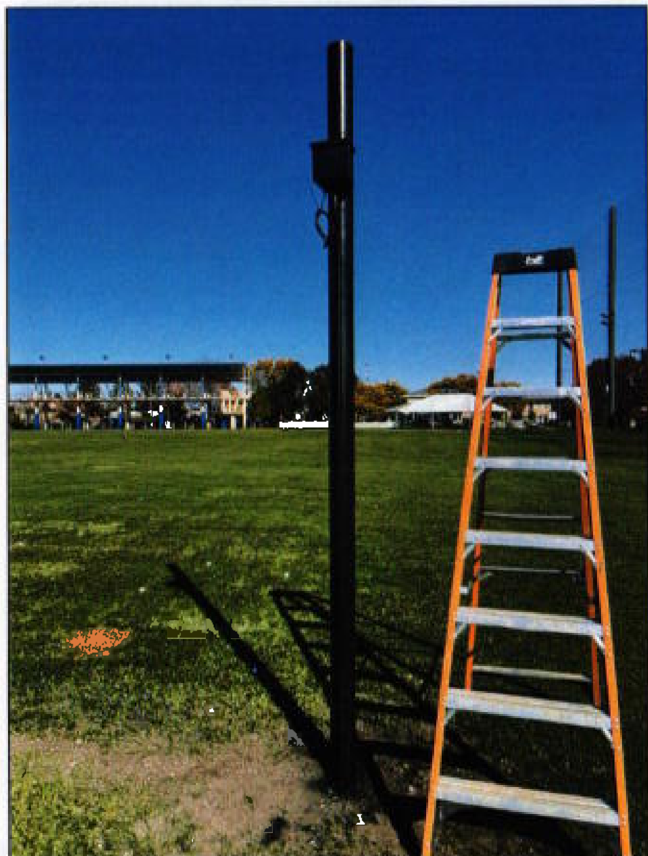
RADAR
DETAILS & EXAMPLES

RADAR DETAILS

TRACKMAN GOLF



RADAR EXAMPLE PHOTOS



Completion Photo Examples After Radar Installation

RADAR EXAMPLE PHOTOS

Completion Photo Examples After Radar Installation

TRACKMAN
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REAR RADAR
ROOF MOUNTING

(IF APPLICABLE)

REAR RADAR ROOF MOUNTING (IF APPLICABLE)

TRACKMAN GOLF

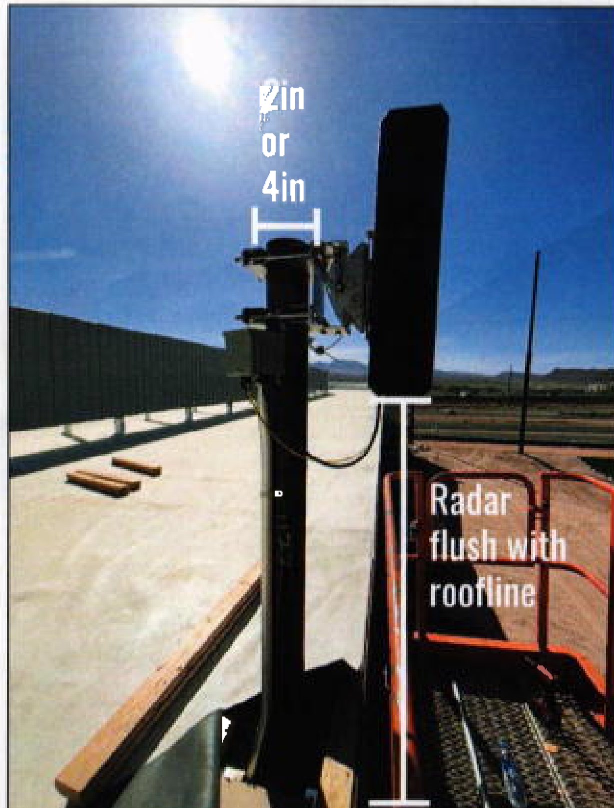
Radar Pole on the Roof

For Rear Radars that Utilize an Existing Structure Already on the Driving Range

Pole & Power + Fiber Connections

- At Least a 3ft H x 2in or 4in Diameter Pole Securely Mounted to the Roof (Pole Not to Exceed 2in in Diameter)
- Power and Fiber Can be Run Inside Conduit to Fiber J Box Similar to the Field Radars

*Front of Radar MUST be Flush Against the Roofline so there is No Reflection from the Roof



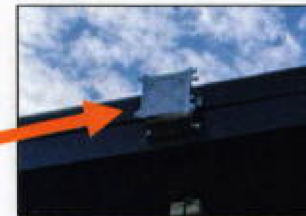
Examples of Roof Mounts: 3ft Tall x 2in Diameter for Rear Radar Behind the Golfers and Hitting Bays

REAR RADAR ROOF MOUNTING (IF APPLICABLE)

Mounted to Front of Fascia

For Rear Radars that Utilize an Existing Structure Already on the Driving Range

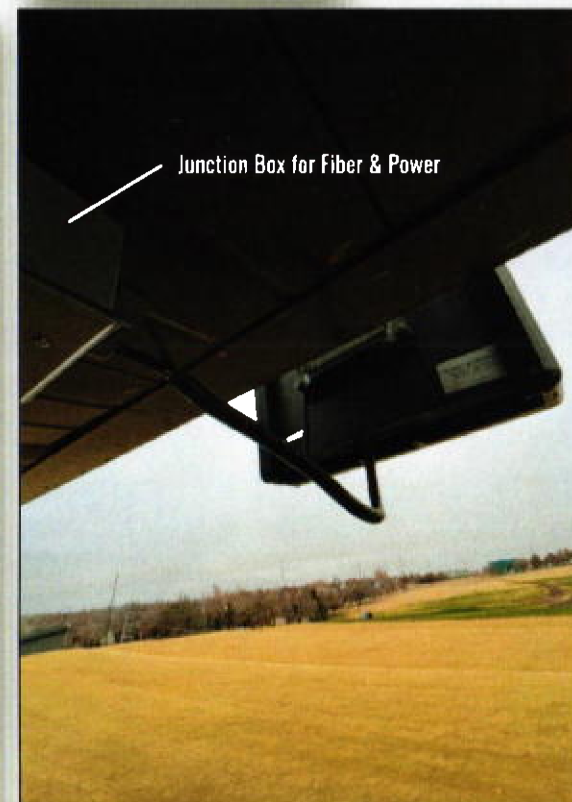
Fascia Mounting: TrackMan Will Provide Mount for Your Contractor to Install



Power + Fiber Connections

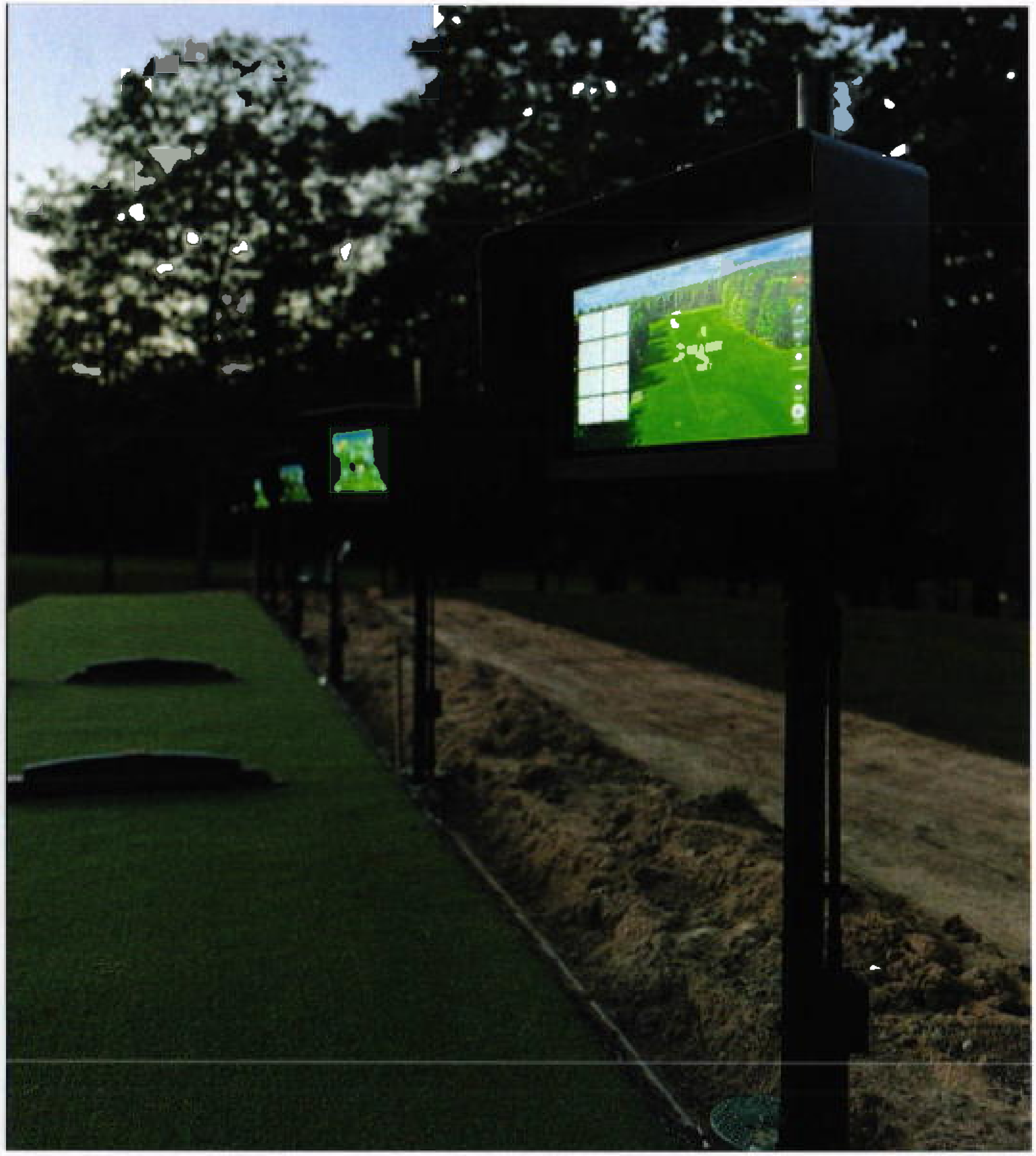
- Bring the Junction Box as Close to the Fascia as Possible. Run Conduit(s) for Power & Fiber Out to the Radar Location
- Radar Location Should Not Be Directly In Front of Golfers to Avoid Being Struck if there is Overhang

Prior to Radar Installation, the Facility Needs to Provide the Measurements of the Fascia



TOUCHSCREENS
CONDUIT, POWER, & CAT-6

(IF APPLICABLE)



TOUCHSCREENS CONDUIT, POWER & CAT-6

TRACKMAN GOLF

(IF APPLICABLE)

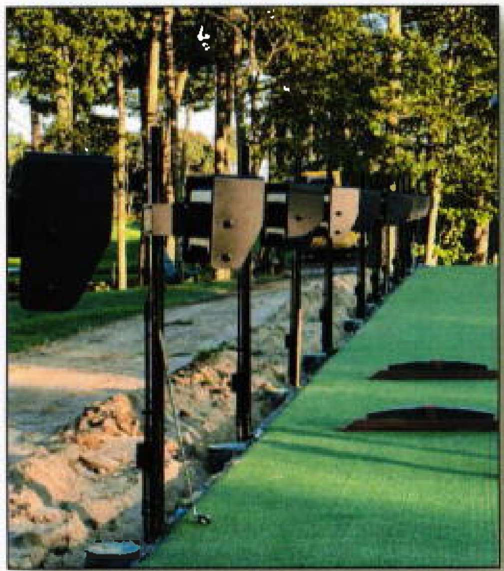
Touchscreens Require Power and Cat-6 in Conduit to Each Screen

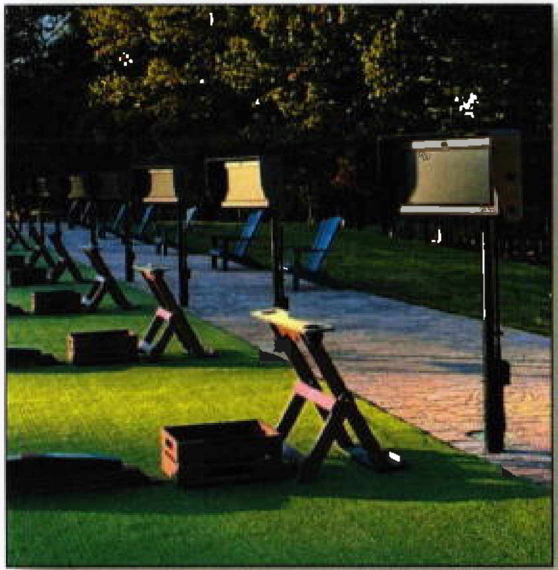
Cat-6 (Run Directly From the Server to the Screens)

- Each Screen Requires its Own Cat-6 Cable (300 ft. Max. Distance from Touchscreen to Server Rack)

Power

- Power to Each Screen Run to the Electrical Panel (8 to 10 Screens per 20amp Circuit Breaker)
- IF POSSIBLE: Power Will Need to be Terminated to Each Screen's Power Cable the Week of the Install (We Suggest Running Power and Cat-6 Inside of the Pole for a Cleaner Look)





Examples of Individual Touchscreens at Hitting Bays with Power & Cat-6 Run Up the Pole

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TOUCHSCREEN POLES

(IF APPLICABLE)

TOUCHSCREEN POLES (IF APPLICABLE)

TRACKMAN GOLF

Covered Bays - Existing Awning / Roof Structure

Run Conduit Along Ceiling and Drop to Each Touchscreen Pole

- Power and Cat-6 Drop for Each Touchscreen

Examples of Conduit Run for Power and Cat-6 Bring Dropped to Each Screen from Ceiling

TOUCHSCREEN POLES (IF APPLICABLE)

TRACKMAN GOLF

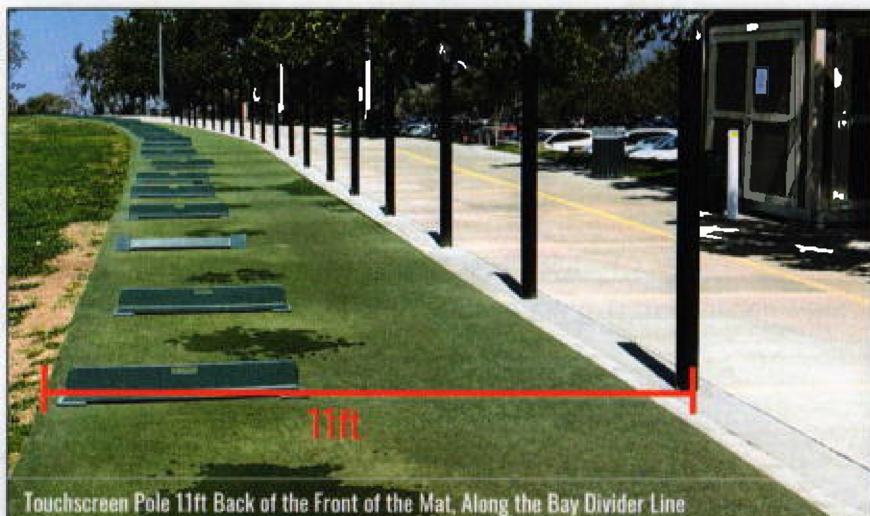
Adding Poles to Uncovered Bays

Touchscreen Poles

- Add Poles at Designated Screen Locations
- Poles Must be Round, 2"- 3" Diameter with a Height of 60" (Above Grade)
- Concrete Base for Poles to Support ~ 80 lbs.
- Poles Placed 9.5' to 11' Behind the Front of the Hitting Mat

Trench for Conduit, Power and Cat-6 to Each Touchscreen Location

- Allows for Conduit to Run Up Through the Poles



Touchscreen Pole 11ft Back of the Front of the Mat, Along the Bay Divider Line

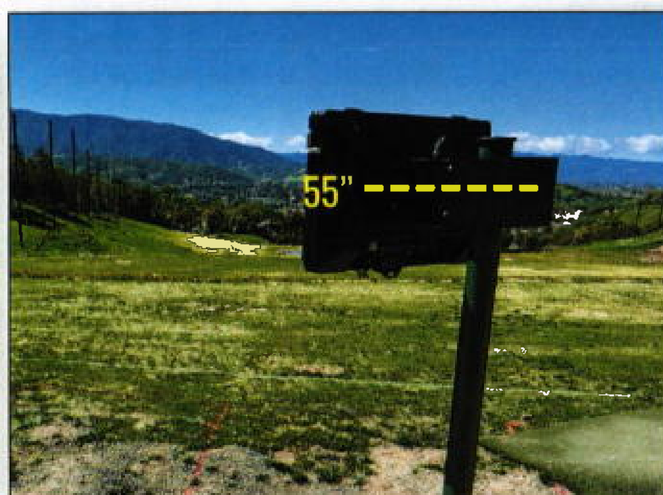
Examples of Concrete & Asphalt Trenching for Power and Cat-6 Along the Newly Installed Poles

TOUCHSCREEN POLES (IF APPLICABLE)

TRACKMAN GOLF

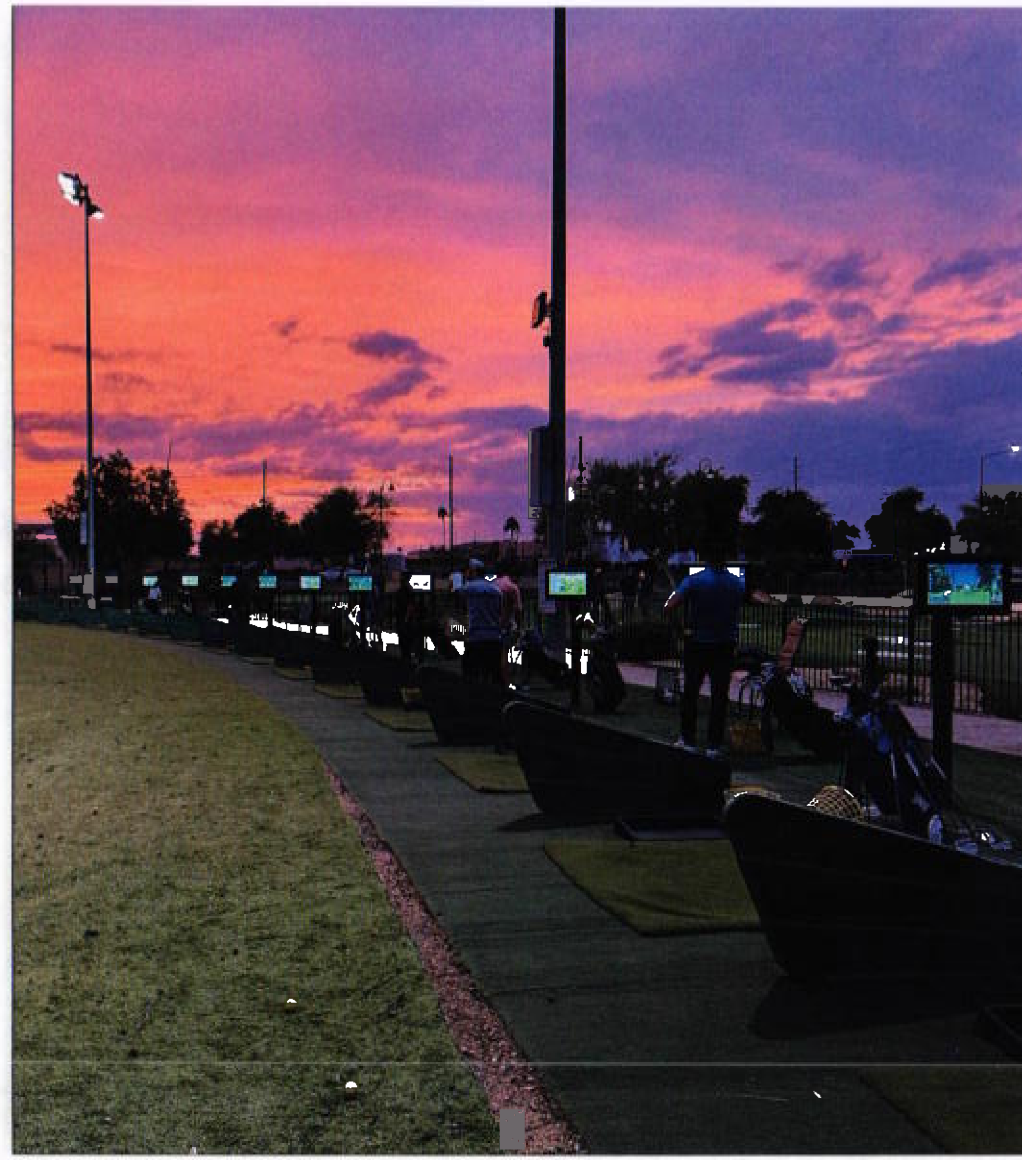
Regardless of Covered or Uncovered Bays, This is Work You Can Do Prior to TrackMan's Arrival

- Dig Trench
- Lay Conduit
- Install Poles
- Drill Holes for Power & Cat-6 Cables at Top of Pole
  - Centerline Between Holes Should be 8" Lower than the Top of Your Desired Screen Height (Holes at 55" = Top of Screen at 63" & Bottom of Screen at 47")
- Pull Power & Cat6 to Each Touchscreen Pole and Through Each Hole



TRACKMAN GOLF

WHAT TRACKMAN NEEDS FROM YOUR FACILITY



WHAT TRACKMAN NEEDS FROM YOUR FACILITY

TRACKMAN

DRIVING RANGE CLOSURE

- 1 Week (M-F) of FULL Closure for TrackMan Installers – Radar Equipment Installation & Calibration

INTERNET (MINIMUM 30MBPS UP / DOWN)

- Internet Requirements are Minimum 30MBPS Up / Down with Ports Open Inbound & Outbound
- Ensure Internet Connection is in Place & Operational Prior to Our Arrival

DESIGNATED CLIMATE CONTROLLED LOCATION FOR THE SERVER RACK

- Have the Designated Location Cleared Out and Ready for the Server Rack Installation

EarthTronics

Project	
Date	
Prepared By	
Model #	LVT4WSCCTD1

LED Vapor Tight 48"

Color and Wattage Selectable

ORDER CODE:
11611

MODEL NUMBER:
LVT4WSCCTD1

COLOR SELECTABLE:
3500K, 4000K, 5000K

LUMEN LEVEL:
4450 lumens - 34 watts
4950 lumens - 38 watts
5850 lumens - 45 watts

DLC PRODUCT ID:
S-X6AYE3

REBATE AVAILABILITY*

Specifications

ELECTRICAL

Watts: 34, 38, 45

Voltage: 120-277VAC

Power Factor: >0.9

Operating Temp. Range: -40°C (-40°F) to 50°C (122°F)

LIGHT

Initial Lumens: 4450, 4950 or 5850

Color Temperature: 3500K, 4000K, 5000K

CRI: 80+

AGENCY APPROVALS

DLC®: Yes

UL Wet Location: Yes

ETL Sanitation: Listed to NSF STD.2

IC Rated: Yes

PRODUCT DETAILS

Lens: Frost Polycarbonate

Fixture: Corrosion Resistant

Warranty: 5 years

Fixture Rated Life: 50,000 hours

Lumen Maintenance: L70 at 100,000 hrs (70°C)

Weight: 3.96 LBS

Dimensions: 47.2"L x 3.35"H

EarthTronics

Norton Shores, Michigan 49441
T: 231.332.1188 | F: 231.726.5029
TOLL FREE: 866.632.7840
www.earthtronics.com

PRODUCT DESCRIPTION

EarthTronics LED Vapor Tight fixture provides the flexibility to insure the correct light level and color temperature desired in different applications. Select from 3500K, 4000K or 5000K color temperatures as well as 4450, 4950 or 5850 lumen levels with a switch located on the LED module holder plate. This fixture is ETL Sanitation Listed (conforms to NSF STD.2) for use in food processing and other clean room applications where washdown and product safety are important. This LED Vapor Tight fixture is a standard 48" long. The polycarbonate enclosure is easily installed as well as easy to service and clean. This fixture is corrosion resistant. 0-10V dimming standard and compatible with several controls. DLC® listed product.

PRODUCT FEATURES

+ This fixture is corrosion resistant
+ 80+ CRI
+ 0-10 volt dimming
+ Color selectable: 3500K, 4000K or 5000K
+ L70 TM-21 at 100,000 hours (70°C)
+ DLC® technical requirement version 5.1
+ Clips are stainless steal
+ 50,000 hour rated life
+ Factory preset to maximum wattage, 4000K
+ 120-277VAC
+ Sealed to and tested for IP65

APPLICATIONS

+ Parking Garage
+ Stairwells
+ Utility Areas
+ Cold Storage
+ Outdoor Retail

Please consult installation instructions for proper application and use of this fixture.
*Rebate availability access it here: www.earthtronics.com/rebate-finder

EarthTronics LED Vapor Tight 48"

Color and Wattage Selectable

PACKAGE DETAILS

INDIVIDUAL PACKAGE

Individual Carton Qty: 1

Dimensions:
49.3" Length x 4.02" Width x 3.19" Depth

Weight: 5.5 LBS

UPC: 840791116111

MASTER CARTON

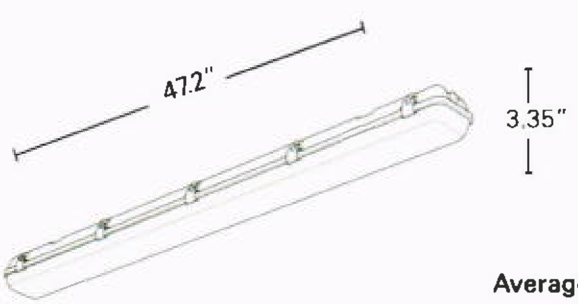
Master Carton Qty: 4

Dimensions:
51.50" Length x 8.27" Width x 7.28" Height

Weight: 24.69 LBS

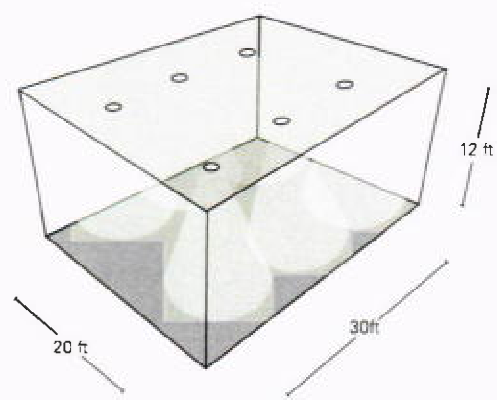
UPC: 84079111611100

PRODUCT DIMENSIONS



LIGHTING LAYOUT

Average Illuminance: 35 fc
Number of Luminaires: 6
Workplane Height: 2.5 ft



OPTIONAL ACCESSORIES

Sensor
Order Code: 10980

Remote Control
Order Code: 10979

Vapor Tight Backup Driver
Order Code: 11468

Easily access our DLC qualified products with rebates in your area.
ACCESS IT HERE: [Rebate Finder - LED Vapor Tight]
www.earthtronics.com/rebate-finder/catalog/

Golf Driving Range Electricity Installation Project

			Jesco Electric Company Inc.		Sievert Electric		Lyons Electric Company, Inc.		Advanced Data Technologies		T Construction Consulting LLC	
Line Item	Work to be Performed	Unit of Measure	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
1	Directional bore from the existing pump panel to the new practice area	1	$16,860.00	$ 16,860.00	$24,400.00	$ 24,400.00	$26,800.00	$26,800.00	$38,555.80	$38,555.80	$ 27,973.00	$ 27,973.00
2	Furnish and install a new 100A 240V NEMA 3R fused disconnect (fused at 100A). Mount disconnect adjacent to the existing 400A panel. Tap existing panel bus and provide 100-amp single-phase feed to new disconnect.	1	$ 7,550.00	$ 7,550.00	$ 6,050.00	$ 6,050.00	$12,900.00	$12,900.00	$19,941.60	$19,941.60	$ 10,759.00	$ 10,759.00
3	Install conduit and wire to existing light fixtures (50) in the practice facility	1	$13,440.00	$ 13,440.00	$13,425.00	$ 13,425.00	$28,900.00	$28,900.00	$17,212.50	$17,212.50	$ 67,780.00	$ 67,780.00
4	Furnish and install a new light switch to control the interior lights	1	$ 400.00	$ 400.00	$ 695.00	$ 695.00	$ 695.00	$ 695.00	$ 1,473.80	$ 1,473.80	$ 4,304.00	$ 4,304.00
5	Install Village provided field lights that need to be mounted to the structure	8	$ 1,105.00	$ 8,840.00	$ 306.25	$ 2,450.00	$ 600.00	$ 4,800.00	$ 477.05	$ 3,816.40	$ 3,362.13	$ 26,897.04
6	Furnish and install conduit and wire to feed the new field lights	1	$ 6,550.00	$ 6,550.00	$ 6,885.00	$ 6,885.00	$ 4,950.00	$ 4,950.00	$ 4,476.40	$ 4,476.40	$ 53,794.00	$ 53,794.00
7	Furnish and install a new light switch to control the exterior lights	1	$ 400.00	$ 400.00	$ 668.00	$ 668.00	$ 695.00	$ 695.00	$ 1,473.80	$ 1,473.80	$ 5,379.00	$ 5,379.00
8	Furnish and install new GFCI receptacles in the bay areas as directed	15	$ 650.00	$ 9,750.00	$ 927.53	$ 13,913.00	$ 600.00	$ 9,000.00	$ 536.08	$ 8,041.25	$ 1,219.33	$ 18,289.95
	Total			**$ 63,790.00**		**$ 68,486.00**		**$88,740.00**		**$94,991.55**		**$215,175.99**

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
October 14, 2025

SUBJECT: Sports Core Pump Station Replacement

FROM: Art Segura, Sports Core Director
Rania Serences, Purchasing and Budgeting Coordinator

BUDGET SOURCE/BUDGET IMPACT: $331,500.00, Unbudgeted: Account 844-46590

RECOMMENDED MOTION: I move that the Village Board approve Resolution R-2321, a resolution waiving the formal bidding process since this is a sole source purchase, and authorizing an award of contract for the Sports Core Pump Station Replacement Project at Hole #17 of the Oak Brook Golf Course to Leibold Irrigation, Inc., East Dubuque, Illinois, in the amount of $331,500.00, pending final attorney review and approval.

Background/History:
The pumping station at Hole #17 is the only irrigation system that supplies water to the Bath & Tennis, Soccer, and Golf facilities at the Sports Core. The station is over 25 years old, well beyond its 20-year useful life. One of the primary pumps has recently failed due to a breakdown of the pump shaft. The existing controller is outdated, creating compatibility concerns with new units. Additionally, parts for the current pumps are no longer manufactured, leaving the system subject to irreparable failures.

Removal of the damaged pump requires a crane lift through the skylight due to its height and weight. Should another pump fail, this crane process would need to be repeated, an inefficient and costly approach. Based on the technical assessment, further investment in partial replacement is not advisable.

Analysis:
The Sports Core irrigation system is currently operating at a very limited capacity, creating a high risk of failure during peak season. System failure would jeopardize operations for golf, tennis, and soccer, causing significant revenue loss and community dissatisfaction.

The complete replacement project is $331,500.00 with a six-month timeline for completion. To avoid too much disruption to the 2026 Sports Core season, work must begin in November 2025.

Sole Source Justification:
Leibold Irrigation is the only contractor in the region authorized to provide Flowtronics/MCI pumping stations, the proprietary brand, and model of the current system. The configuration of the wet well and pump alignment is highly precise, requiring exact installation through the skylight into the wet well. Leibold Irrigation has exclusive access to the required Flowtronics/MCI control panels. Attempting to split the project between multiple vendors for motors, pump heads, and controls would create delays, reduce accountability, and increase the risk of misalignment. Leibold Irrigation is the leading contractor in the area, highly recommended by the Village's pump maintenance provider and neighboring communities and golf courses, including Butler, Butterfield, and Hinsdale.

Recommendation:
Staff recommends that the Village Board approve the replacement of the Hole #17 pumping station through sole source procurement with Leibold Irrigation, not to exceed $331,500, pending final attorney review and approval.

Attachments:
1. Sports Core Pump Station Replacement Res
2. SCPumpStationReplacementContract

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

RESOLUTION
NUMBER 2025-SC-WTR-PUMP-RPL-R-2321

A RESOLUTION
TO WAIVE THE FORMAL BID PROCESS DUE TO SOLE SOURCE PURCHASE AND AUTHORIZE AN AWARD OF CONTRACT TO LEIBOLD IRRIGATION, INC, OF EAST DUBUQUE, IL., FOR THE SPORTS CORE PUMP STATION REPLACEMENT PROJECT

Published in pamphlet form by authority of the
President and the Board of Trustees of the Village of Oak Brook
on this 14th day of October 2025

RESOLUTION NO. 2025-SC-WTR-PUMP-RPL-R-2321

A RESOLUTION
TO WAIVE THE FORMAL BID PROCESS DUE TO SOLE SOURCE PURCHASE AND AUTHORIZE AN AWARD OF CONTRACT TO LEIBOLD IRRIGATION, INC, OF EAST DUBUQUE, IL. FOR THE SPORTS CORE PUMP STATION REPLACEMENT 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 a Contract with another party pursuant to Illinois Statute;

WHEREAS, The pumping station at hole #17 of the Oak Brook Golf Course is the only irrigation system that supplies water to the Bath & Tennis Clubhouse, Soccer, and Golf facilities of the Sports Core;

WHEREAS, The pumping station is over twenty-five (25) years old, well beyond its twenty (20) year useful life span and the primary pump has recently failed due to the breakdown of the pump shaft;

WHEREAS, The Sports Core irrigation system is currently operating at a very limited capacity, creating a high risk of failure during peak season;

WHEREAS, Leibold Irrigation Inc., of East Dubuque, IL. (hereinafter referred to as “Company”) is the only contractor in the region authorized to provide Flowtronics/MCI pumping stations, the proprietary brand, and model of the Sports Core current pump station;

WHEREAS, Staff is recommending waiving the competitive bidding process due to sole source purchase, and authorize an award of contract to Company in the amount of $331,500.00, for the Sports Core Pump Station Replacement Project, attached hereto and incorporated herein as Exhibit A (the “Contract”);

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 award the contract 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 of 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 Contract

The President and Board of Trustees hereby approve the Contract 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 Contract, 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 Contract.

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 Contract 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 Contract, additionally, the Village is authorized and directed to allocate and spend all necessary funds to fulfill the requirements of the Contract 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 14th day of October 2025.

Ayes: ______________________________

Nays: ______________________________

Absent: ______________________________

APPROVED THIS 14th day of October 2025.

____
LAURENCE E. HERMAN,
Village President

ATTEST:

____
NETASHA SCARPINITI,
Village Clerk

EXHIBIT A

[Contract]

REVIEW OF CONTRACTS

Awarding Agency: VOB	Type of Contract: Construction Srvs.
Department: Sports Core	Program/Account Number: 844-46590
Awarded Contract Price: $331,500.00	Budgeted Amount: —

CONTRACT AMOUNT

- [ ] Under $20,000
- [x] $20,000 - $500,000
- [ ] $500,001 - $1,000,000
- [ ] Over $1,000,000

NOTES

Sports Core Pump Station Replacement Project

DEPARTMENT DIRECTOR SIGNATURE

Name: [signature] Date: 10/8/25

INITIAL REVIEWING ATTORNEY SIGNATURE

Name: Date:

APPROVED BY VILLAGE MANAGER

Name: Date:

FINAL REVIEW AS TO FORM ATTORNEY SIGNATURE

Name: Date:

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

1

VILLAGE OF OAK BROOK

CONTRACT FOR THE

SPORTS CORE PUMP STATION REPLACEMENT PROJECT

Full Name of Contractor: Leibold Irrigation, Inc. ("***Contractor***")

Principal Office Address: 18950 County Hwy 5 W, East Dubuque, Illinois 61025

Contact Person: Troy Tietjens, Company Representative Telephone Number: (815) 747-6024

TO: Village of Oak Brook ("***Village***")
1200 Oak Brook Road
Oak Brook, Illinois
Attention: Art Segura, Sports Core Director

Contractor warrants and represents that Contractor has carefully examined the Work Site described below and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents.

1. **Work**

A. Contract and Work. Contractor acknowledges, and agrees, that Contractor shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Contract, all of the following, all of which is herein referred to as the "Work":

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner specified and described in this Contract, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for the Sports Core Pump Station Replacement Project, as specified in Exhibit A attached hereto, at Hole #17 of the Oak Brook Golf Course, 2606 York Road, Oak Brook, Illinois 60523 ("***Work Site***");

2. Permits. The Village will furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;

3. Insurance. Procure and furnish insurance certificates specified in this Contract;

4. Taxes. Pay all applicable federal, state, and local taxes;

5. Miscellaneous. Do all other things required of Contractor by this Contract; and

6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with the standards of recognized professional firms in performing Work of a similar nature, in full compliance with, and as required by or pursuant, to this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

B. Performance Standards. Contractor acknowledges and agrees that all Work shall be fully provided, performed, and completed in accordance with the quote submitted by Leibold Irrigation, Inc., dated October 7, 2025, attached hereto as Exhibit A.

C. Responsibility for Damage or Loss. Contractor proposes, and agrees, that Contractor shall be responsible and liable for, and shall promptly and without charge to Village repair or replace, any damage done to, and any loss or injury suffered by, the Village, the Work, the Work Site, or other property or persons as a result of the Work.

D. Inspection/Testing/Rejection. Village shall have the right to inspect all or any part of the Work and to reject all or any part of the Work that is, in Village's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of this Contract and the Village, without limiting its other rights or remedies, may require correction or replacement at Contractor's cost, perform or have performed all Work necessary to complete or correct all or any part of the Work that is defective, damaged, or nonconforming and charge Contractor with any excess cost incurred thereby, or cancel all or any part of any order or this Contract. Work so rejected may be returned or held at Contractor's expense and risk.

2. **Contract Price**

Contractor acknowledges and agrees that Contractor shall take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth below.

A. SCHEDULE OF PRICES

For providing, performing, and completing all Work on a Time & Material Basis, but Not-To-Exceed the Contract Price of **$331,500.00**

TOTAL CONTRACT PRICE (in writing):

Three Hundred and Thirty-One Thousand, Five Hundred Dollars Only

B. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;
2. The Village is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released;
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work are included in the Schedule of Prices.

C. TIME OF PAYMENT

It is expressly understood and agreed that final payment shall be made upon completion of the work and final approval by the Village.

All payments may be subject to deduction or setoff by reason of any failure of Contractor to perform under this Contract. Each payment shall include Contractor's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and Contractor's certification that all prior payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

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

3. **Contract Time**

Contractor acknowledges and agrees that Contractor shall commence the Work on a mutually agreed upon date following the Village's acceptance of this Contract provided Contractor shall have furnished to the Village all insurance certificates specified in this Contract ("***Commencement Date***"). Contractor further acknowledges and agrees that Contractor shall perform the Work diligently and continuously and shall complete the Work not later than ***May 31, 2026*** ("***Time of Performance***"). The Village may modify the Time of Performance at any time upon 15 days prior written notice to the Contractor. Delays caused by the Village shall extend the Time of Performance; provided, however, that Contractor shall be responsible for completion of all Work within the Time of Performance, notwithstanding any strike or other work stoppage by employees of either Contractor or of the Village.

4. **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.

5. **Financial Assurance**

A. Insurance. Contractor acknowledges and agrees that Contractor shall provide certificates of insurance evidencing the minimum insurance coverages and limits set forth in Exhibit B within 10 days following the Village's acceptance of this Contract. Such policies shall be in form, and from companies, acceptable to the Village. The insurance coverages and limits set forth Exhibit B shall be deemed minimum coverages and limits and shall not be construed in any way as a limitation on

Contractor's duty to carry adequate insurance or on Contractor's liability for losses or damages under this Contract. The minimum insurance coverages and limits that shall be maintained at all times while providing, performing, or completing the Work are as set forth in Exhibit B.

B. Indemnification. Contractor acknowledges and agrees that Contractor shall indemnify and save harmless the Village its officers, officials, employees and volunteers, 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 Contractor's performance of, or failure to perform, the Work or any part thereof, or any failure to meet the representations and warranties set forth in Section 6 of this Contract.

C. Penalties. Contractor acknowledges and agrees that Contractor 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 Contractor's performance of, or failure to perform, the Work or any part thereof.

6. **Firm Proposal**

All prices and other terms stated in this Contract are firm and shall not be subject to withdrawal, escalation, or change.

7. **Contractor's Representations and Warranties**

In order to induce the Village to accept this Contract, Contractor hereby represents and warrants as follows:

A. The Work. The Work, and all of its components, shall strictly conform to the requirements of this Contract, including, without limitation, the performance standards set forth in Subsection 1B of this Contract; and shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract and the warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto the Village.

B. Compliance with Laws. The Work, and all of its components, shall be provided, performed, and completed in compliance with, and Contractor agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time, including without limitation, if applicable, the Prevailing Wage Act, 820 ILCS 130/0.01 et seq.; any other prevailing wage laws; any statutes requiring preference to laborers of specified classes; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification; and any statutes regarding safety or the performance of the Work. Further, Contractor shall have a written sexual harassment policy in compliance with Section 2-105 of the Illinois Human Rights Act during the course of the work.

C. Not Barred. Contractor is not barred by law from contracting with the Village or with any other unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or the amount of tax, as set forth in 65 ILCS 5/11-42.1-1; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.

D. Qualified. Contractor has the requisite experience, ability, capital, facilities, plant, organization, and staff to enable Contractor to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time set forth above.

8. **Acknowledgements**

In submitting this Contract, Contractor acknowledges and agrees that:

A. Reliance. The Village is relying on all warranties, representations, and statements made by Contractor in this Contract.

B. Acceptance. If this Contract is accepted, Contractor shall be bound by each and every term, condition, or provision contained in this Contract.

C. Remedies. Each of the rights and remedies reserved to the Village in this Contract shall be cumulative and additional to any other or further remedies provided in law or equity or in this Contract.

D. Time. Time is of the essence in the performance of all terms and provisions of this Contract and, except where stated otherwise, references in this Contract to days shall be construed to refer to calendar days and time.

E. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by the Village, whether before or after the Village's acceptance of this Contract; nor any information or data supplied by the Village, whether before or after the Village's acceptance of this Contract; nor any order by the Village for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the Work by the Village; nor any extension of time granted by the Village; nor any delay by the Village in exercising any right under this Contract; nor any other act or omission of the Village shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Work, nor operate to waive or otherwise diminish the effect of any representation or warranty made by Contractor; or of any requirement or provision of this Contract; or of any remedy, power, or right of the Village.

F. Severability. It is hereby expressed to be the intent of the parties to this Contract that should any provision, covenant, agreement, or portion of this Contract or its application to any Person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Contract and the validity, enforceability, and application to any Person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Contract to the greatest extent permitted by applicable law.

G. Amendments and Modifications. No amendment or modification to this Contract shall be effective until it is reduced to writing and approved and executed by the corporate authorities of the parties in accordance with all applicable statutory procedures.

H. Assignment. Neither this Contract, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by Contractor except upon the prior written consent of the Village.

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

J. Certified Payrolls. Contractor shall, if applicable, in accordance with Section 5 of the Illinois Prevailing Wage Act, 820 ILCS 130/5, submit to the Department of Labor on a monthly basis, a certified payroll. The certified payroll shall consist of a complete copy of those records required to be made and kept by the Prevailing Wage Act. The certified payroll shall be accompanied by a statement signed by the 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.

K. Prevailing Wage. 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.

L. Conflicts of Interest. Contractor represents and certifies that, to the best of its knowledge, (1) no elected or appointed Village official, employee or agent has a personal financial interest in the business of the Contractor or in this Agreement, or has personally received payment or other consideration for this Agreement; (2) as of the date of this Agreement, neither Contractor nor any person employed or associated with Contractor has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither Contractor nor any person employed by or associated with Contractor 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.

M. Exhibits and Other Agreements. If any conflict exists between this Agreement and any exhibit attached hereto or any other Agreement between the parties relating to this transaction, the terms of this Agreement shall prevail.

N. No Disclosure of Confidential Information by the Consultant. The Consultant acknowledges that it shall, in performing the Services for the Village under this Agreement, have access, or be directly or indirectly exposed, to Confidential Information. The Consultant shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without the express prior written consent of the Village. The Consultant shall use reasonable measures, at least as strict as those the Consultant uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subcontractors of the Consultant to execute a non-disclosure agreement before obtaining access to Confidential Information.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed, effective on ________________, 2025.

ATTEST:

By:________________________________
Village Clerk

VILLAGE OF OAK BROOK, an Illinois municipal corporation

By:________________________________
Village Manager

ATTEST:

By: ________________________________

Its: ________________________________

LEIBOLD IRRIGATION, INC.

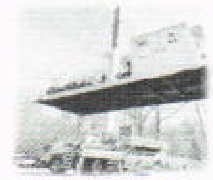
By: ________________________________

Its: ________________________________

EXHIBIT A

(QUOTATION SUBMITTED BY LEIBOLD IRRIGATION, INC. DATED OCTOBER 7, 2025)

LEIBOLD IRRIGATION, INC.
18950 County Hwy 5 W, East Dubuque, IL 61025
(815) 747-6024 | www.li-inc.com



Oak Brook Golf Club

Date: 10-7-2025

Prepared For:
Oak Brook Golf Club
2606 York Rd,
Oak Brook, IL 60523

Project: **Pump Station Replacement**

Scope of Work

- Disconnection and removal of main power source to existing pump station panel.
- Disassembly of existing pump station for removal through existing double doors.
- Removal of double doors and door frame to facilitate removal and installation.
- Purchase and installation of new MCI 1830 GPM Pump Station (specifications attached).
- Addition of wye strainer to the new pump station, includes coring through pump station wall, drop pipe and discharge piping installation in ground to pond.
- Acceptance of delivery of pump station upon arrival.
- Transport to installation site.
- Disposal of existing pump station.
- Installation of main electrical power source to new pump station.
- Certified start-up and testing of new pump station.
- Purchase and installation of new double doors, including new frame.
- Includes crane and equipment needed for installation.

Exclusions (Not Included in Price)

- Removal of access hatch for the removal and installation of vertical turbine pumps and motors.
- Haul road damage or restoration.

LEIBOLD IRRIGATION, INC.
18950 County Hwy 5 W, East Dubuque, IL 61025
(815) 747-6024 | www.li-inc.com

Pricing

Item	Description	Price
MCI	PPS-N-VT3-1830-120-SV-P-48-3-6	$331,500

Price assumes Oak Brook Golf Club is tax exempt

Freight included in price

Price includes cost for performance and payment bonds

Acceptance of Proposal

To accept this proposal, please sign and date below and return with **50% deposit** to:
Leibold Irrigation, Inc.
18950 County Hwy 5 W, East Dubuque, IL 61025

Client Name: ________________________

Signature: ________________________

Date: ____________

Company Representative: ________________________

Best Regards,

Troy Tietjens
Leibold Irrigation, Inc.
Cell: 563-213-0011
Email: ttietjens@li-inc.com

LEIBOLD IRRIGATION, INC.
18950 County Hwy 5 W, East Dubuque, IL 61025
(815) 747-6024 | www.li-inc.com

MCI Pump Station Specifications

Scope Details

Electrical Control Panel

Enclosure

- Qty (1) U.L. 508a Listed, Type 4, Watertight Enclosure, Rated for Outdoor Environment
- Custom Engineered & Manufactured in Same Facility as Pump Station
- Dimensions **72" X 60" X 18"** (HxWxD), Final Dimensions Confirmed in Approval Drawings
- 12 Gauge Mild Steel Construction with Self-Healing Zinc Primer and Superior Outdoor Rated Powder Coated Textured Finish
- Heavy Duty Concealed Hinge and 3 Point Latch with Lockable Handle
- Lift Off Doors and Center Post for Servicing
- 316 Stainless Steel Doorstops
- Rigid Steel Backplate with Pure White Powder Coat Finish
- Motion-Sensing Interior LED Lighting for Improved Visibility During Servicing
- 12" Data Pocket Containing Pertinent Panel Documentation and As-Built Drawings

Cooling

- Qty (1) U.L. Listed Heat Exchanger for Enclosure Cooling

Main Power

- **400 Amp** Main Fused Disconnect to Protect Valuable and Critical Components from Overloads and Abnormal Supply Power Conditions
- Short Circuit Current Rating **(SCCR) of 100,000 Amps** to Impede Catastrophic Failure
- Type 1 Surge Protection to Safeguard Electrical System from Transient Power Surges
- Active Incoming Line Phase Monitor with Primary Fusing for Detection of Voltage Imbalance, Phase Sequence, and Loss of Phase
- Regulated & Adjustable DC Power Supply for Safe User Operation and Stable Clean Power to Control Processing Components
- GFCI Outlet for Convenient Laptop Power
- Robust Industrial Control Power Transformer with Primary Fusing

Main Pump & Motor - Control/Power

- Control/Power for Qty (3) **60 HP** Main Pumps/Motors with **Shared VFD/XL** Operation
- Green Illuminated Off/On Door Switches with Running and Blinking Fault Indication
- Pump/Motor Running Feedback

Electrical Control Panel Cont'd

Variable Frequency Drive Operation – Main Pumps

- Qty (1) Variable Frequency Drive
- Provides High Accuracy Speed Control
- Manual VFD Dial (Speed Pot) Mounted on Door
- VFD Bypass Switch to Provide Alternate Pressure Control Mode in the Event of VFD Failure
- Equipped with Input Impedance for Stable, Consistent Power Supply
- Dedicated Fast-Acting Fusing for VFD Protection

XL Operation – Main Pumps

- Advanced Fusing to Safeguard Against Power Surges and Overloads
- Solid State Overload Protection with Individual Motor Monitoring and Safety Shutdown Including Contactor Interlocks

Pressure Maintenance Pump & Motor - Control/Power

- Control/Power for Qty (1) **5 HP** PM Pump with **XL** Operation
- Green Illuminated Off/On Door Switches with Running and Blinking Fault Indication
- Pump/Motor Running Feedback

XL Operation – PM Pump

- Advanced Fusing to Safeguard Against Power Surges and Overloads
- Solid State Overload Protection with Individual Motor Monitoring and Safety Shutdown Including Contactor Interlocks

Control Features & Hardware

- MCI MPC Remote Intelligence Platform
    - Fast Processing Robust PLC for Self-Sufficient Automatic Operation
    - 12" Industrial-Grade High-Resolution Touchscreen Designed for Demanding Environments and an Intuitive User Experience

        - HMI Screen Layout Users Can Customize to Their Individual Preferences
- System "Full Size" Type 4 Operator Control Devices
    - Manual/Off/Auto System Control
    - Red Illuminated Fault Push Button
    - Blue Illuminated Maintenance Light
- PLC Flow Adjustable Fertigation Run Relay with Dry Contacts
- System Safeties:
    - Main Inlet Safety
        - Low Level Shutdown w/Auto Reset
    - Low Discharge Pressure Shutdown/Hard Fault
    - High Discharge Pressure Shutdown w/Auto Restart
    - Phase Failure, Imbalance, and Low Voltage Protection

Electrical Control Panel Cont'd

- Operation Features
    - Remote Intelligence
        - One Click Secured Remote Login/Access to all your systems
        - Advanced Trending Screen with State-of-the-Art Interrogation Capabilities
        - Realtime Fault Monitoring Providing Users Immediate Email Alerts
        - Integrated Mechanical & Electrical Drawings with Accelerated On-Screen Access to Technical Schematics for Efficient Troubleshooting and Servicing
        - AI Ready
    - Door Device Lamp Test Function
    - Automatic Alternation of Pumps Based on Least Run Time
    - Intelligent Slow Ramp Feature for Automatic Line Fill
    - 3-Year Flow Total Logging Day/Week/Month/Year
    - Pump Run Times
    - Event Log
    - Flow and Station Trending
    - Assignable I/O
    - Multi-Parameter Adjustable Pump Station Lockout
        - Lockout Parameters: **Individualized Day/Time Settings**
            - Pressure Setpoint/Max
            - External Input
            - Max Number of Pumps Allowed
            - Power Consumption

        - Max VFD Speed
- Lake Level Control
    - Hand/Off/Auto Selector Switch
    - Sensor Included in System Instrumentation Section
- MCI Remote Cell Monitoring w/1 Year Activation (Cell Service Starts When Equipment Ships from MCI)
    - **nSite,** MCI's Cloud Based Solution NO SUBSCRIPTION FEE
        - Scheduled Monthly Email with Flow Report in Excel Format
        - Access To One Full Year of Pressure, Flow, Alarms and Event Data
    - **Remote Pump Station Disable Feature from Any Smart Device Or PC**
    - Factory Support Remote Access to PLC/HMI and VFD for Programming and Troubleshooting
    - **nAlert**
        - Manage Maintenance Due Dates for All Aspects of Maintenance on Your Pumping Station
        - Warning Light, Display Message and Email Alert When Due
        - Monitor and Report Irregular Operation of Irrigation System, Pump System and Filter System

Pump Assemblies (Pumps, Motors, Discharge Heads, Valves)

Main Pumps (Vertical Turbine)

- Qty (3) 60 HP Vertical Turbine Main Pumps
- Rated to Each Produce 610 GPM at 303' Total Dynamic Head (Including Friction Losses)
- Pumps Have Minimum 375 PSI Pressure-Rated Cast Iron Bowls with 316 Stainless Steel Investment Cast Impellers for Superior Corrosion Resistance, Improved Performance at Higher Pressure, and Extended Pump Lifespan
- Pump Shafts Rotationally Balanced from High Strength, Corrosion Resistant 316 Stainless Steel
- Head Shafts Produced from 316 Stainless Steel and Include Bronze Adjusting Nut and Gib Key
- Threaded Column Piping of Carbon Steel with Water-Lubricated Low Friction Line Shaft Bearings at Maximum 5' Spacing to Minimize Vibration
- Mesh Pump Strainers of Stainless Steel with Easily Attached Stainless Steel Clips
-

- Custom Pump Sealing System with Teflon Packing Combined with Custom Stainless-Steel Shielding Prevents Water Leaking onto Discharge Head and Structural Skid While Still Providing Necessary Shaft Cooling

Motors (Main Pumps)

- Qty (3) 60 HP, 1800 RPM, 460VAC / 3PH / 60HZ, Premium Efficient Vertical Hollow Shaft Motors Including Motor Space Heaters and Non-Reverse Ratchets

Discharge Heads (Main Pumps)

- Qty (3) Custom-Fabricated Carbon Steel Discharge Heads Engineered to Maximize Stable Efficient Power Transmission Between Motor and Pump
- Discharge Heads Finished Internally/Externally with Fusion Bonded Epoxy Coating
- Discharge Heads Designed with Custom Maintenance-Free Passive Air Relief System and Drain to Purge Harmful Airlocks and Prevent Corrosion with No Moving Parts or Components

Valves (Main Pumps)

- Qty (3) 6" Full 316 Stainless Steel Grooved Pump Discharge Isolation Valves with Lever Actuator to Provide Minimized Vibration and Efficient Installation and Service Access
- Qty (3) 6" Silent Wafter Check Valves with Stainless Steel Disc and Heavy-Duty Spring for Reduced Hydraulic Shock Housed in Bodies Finished with Fusion Bonded Epoxy Coating

Pressure Maintenance Pump (Submersible Turbine)

- Qty (1) 5 HP Submersible Turbine Pressure Maintenance Pump
- 304 Stainless Steel Interchangeable Pump Bowls Featuring Optimized Hydraulic Surfaces for Superior Performance and Efficiency
- Threaded Column Piping of High Strength 304 Stainless Steel

Motor (PM pump)

- Qty (1) 5 HP, 575VAC / 3PH / 60HZ, Premium Efficient Corrosion Resistant Submersible Motor with 304 Stainless Steel Casing

Pump Assemblies (Pumps, Motors, Discharge Heads, Valves) Cont'd

Discharge Head (PM Pump)

- Qty (1) 2" Fusion Bonded Epoxy Coated (Internally/Externally) Sch40 Pump Head

Valves (PM pump)

- Qty (1) 2" Full 316 Stainless Steel Grooved Pump Discharge Isolation Valves with **Gear Actuator** Provides Minimized Vibration and Efficient Installation and Service Access
- Qty (1) 2" Silent Wafter Check Valves with Stainless Steel Disc and Heavy-Duty Spring for Reduced Hydraulic Shock Housed in Body Finished with Fusion Bonded Epoxy Coating

Instrumentation

- Qty (1) 316 SS Low Level Probe Set with PNR Relay
- Qty (1) Discharge Pressure Transducer of 316 Stainless Steel with Multiple Outputs, Local Display, Protective Display Cap, and Cord Set
- Qty (1) Submersible Level Transducer of 316 Stainless Steel with Range (0' – 34.6') Includes Filter, Extra Weight, and 60' Length Cable
- Qty (1) 8" Networkable Magnetic Flowmeter with Local Flow Display, Fertigation Frequency Output Prewired to Panel Terminals, Corrosion Resistant NSF-61 Approved Lining, Flanged Connections, and Precise 0.5% Flow Measurement Accuracy
- Qty (2) 4" 316 Stainless Steel Analog Pressure Gauges with Full Body 316 Stainless Steel Monolithic Block and Bleed Valves

Pump Station Valving

- Qty (1) 8" Station Discharge Isolation Butterfly Valve w/ Gear Operator, Corrosion-Inhibiting 316 Stainless Steel Disc and EPDM Elastomers, Abrasion Resistant Fusion Bonded Body and 250PSI Bubble Tight Shutoff Capacity
- Threaded Ball Valves Sized 1.5" and Below of 316 Stainless Steel
- Qty (1) Fusion Bond Epoxy-Coated Cla-Val 50-01 4" Pressure Relief Valve with 316 Stainless Steel Internal Componentry, Bronze Piloting, Discharges to Local Wet Well with Isolation Butterfly Valve w/ Lever Operator, Stainless Steel Disc, EPDM Elastomers, and Bonnet Quick Air Purge Ball Valve

Station Filtration and Controls

- Qty (1) 10", Low-Pressure Drop, Fusion Bonded Epoxy, Cast Iron Wye Strainer with Service Friendly SS Screen Access and Automatic Flush Assembly
    - **Control and Power**
        - Qty (1) Filter Inlet Pressure Transducer
            - 316 Stainless Steel Multi-output Programmable Pressure Transducer, with Local Display, Protective Display Cap, and Cord Set
        - Manual/Off/Auto Filter Flush Control Switch for Flush Operation Control
        - Filter Run Command (Auto & Manual)
        - Filter Fault
    - **Valving and Piping**
        - 2" Electrically Actuated, 24VDC, Non-Clog Butterfly Valve with Corrosion-Inhibiting 316SS Disc, EPDM Elastomers, Abrasion Resistant Fusion Bonded Body, and 250PSI Bubble Tight Shutoff Capacity
        - 2" x 4" 304 Stainless Steel Flush Line Assembly **Piped to Skid's Edge**

Fertigation Piping

- Qty (1) 316 Stainless Steel Fertigation Spool with Qty (7) ¾" 316 Stainless Steel Thread-O-Lets

Station Piping

- Piping Above 2" of Carbon Steel Finished Internally/Externally with Custom-Formulated Electrostatically-Adhering Thermally Cross-Linking Fusion Bonded Epoxy Coating
- Coating Meets NSF 61 Certification for Potability
- Provides for Extreme Resistance Against Corrosive Properties of Water and Harsh Chemicals
- Piping 2" and Below of 304 Stainless Steel
- Hose Bibb Connection for Convenient Local Access to Pressurized Water
- Corrosion and Wear Resistant Zinc Hardware

Structural Skid Base

- Qty (1) Custom Engineered, Carbon Steel Skid
- Fabricated of Heavy-Duty High Strength Structural Channel, Tubing, and Plate
- Fully Seal-Welded Pump Skid Deck Plate
- Integral High-Thrust Structural Pipe Supports
- 1" Thick Vertical Turbine Pump Plate Positioned Over Wet Well to Provide Maximum Support and Vibration Dampening
- Removeable Wet Well Access Hatch Mounted with Stainless Steel Hinges
- Treated with Corrosion Mitigating Self-Healing Zinc Powder Coat Primer
- Finished with Multi-Step Thermally Cross-Linking Non-Slip Powder Coating for Structural Protection and Operator Safety

EXHIBIT B

(INSURANCE REQUIREMENTS)

Certificates of Insurance shall be presented to the Village upon execution of this contract and vendor shall not commence work until it provides and receives acceptance of insurance certificates from the Village as required by this exhibit.

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

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

A. General Liability - $2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage;

B. Automobile Liability (if applicable) - $1,000,000 combined single limit per accident for bodily injury and property damage;

C. Worker's Compensation and Employer's Liability - Worker's Compensation limits as required by the Labor Code of the State of Illinois and Employer's Liability limits of $1,000,000 per accident.

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

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

D. General Liability and Automobile Liability Coverage -

(1) The Village, its officers, officials, employees, and volunteers are to be covered as **additional insureds** as respects: liability arising out of activities performed by or on behalf of the Insured; premises owned, occupied, or used by the Insured. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, officials, employees, volunteers, or agents.

(2) The Insured's insurance coverage shall be primary insurance as respects the Village, its officers, officials, employees, volunteers, and agents. Any insurance or self-insurance maintained by the Village, its officers, officials, employees, volunteers, or agents, shall be in excess of the Insured's insurance and shall not contribute with it.

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

(4) The Insured's insurance shall apply separately to each covered party against whom claim is made or suit is brought except with respect to the limits of the insurer's liability.

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

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

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

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

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

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
October 14, 2025

SUBJECT: Authorization to enter an IGA by and between the County of DuPage, and on behalf of ETSB/DU-COMM and Village of Oak Brook to join the Interoperable Emergency Dispatch Radio System

FROM: Kevin Fleege, Fire Chief

BUDGET SOURCE/BUDGET IMPACT: 700-72400 - Maintenance of Radios (for ancillary costs associated with radio purchases not covered by ETSB)

RECOMMENDED MOTION: I move to approve Resolution R-2322, a resolution authorizing the Village Manager to sign an authorization letter allowing DuComm to enter an Intergovernmental Agreement (IGA) between DuComm (on behalf of the Village) and the Emergency Telephone System Board of DuPage County (ETSB) to continue participating in the DuPage County Public Safety Interoperable Communications System.

Background/History:

The Village of Oak Brook uses DuComm to dispatch the fire department's calls for service and manage on-scene communications with Oak Brook Fire Department members and other agencies. DuPage County ETSB manages the technical systems, including computer-aided dispatch (CAD), the 9-1-1 system, and radio communications via Starcom capable interoperable radios. The DuPage ESTB is wholly funded by 9-1-1 surcharge money, collected from wireless and wireline telephones remitted to the State and disbursed to communities. Historically, they have provided both mobile and portable radios that we use for daily radio communication between dispatch and other agencies.

On January 11, 2011, the Village entered into an IGA with the ETSB to participate in the DuPage County Public Safety Interoperable Communications System to allow Police and Fire Departments to share services and collaborate not only in major disasters but locally in day-to-day incidents. This was to not only provide interoperability in DuPage County, but also interoperability state-wide. Under the terms of the original agreement, the ETSB provided the radio equipment necessary to participate in the system and paid for the subscriber unit air-time and maintenance for a period of seven years. Following that period, the ETSB has continued to underwrite the cost of this system upon the availability of funds.

The original radios are now being replaced with newer technology, GPS, and encryption capability. Airtime and GPS costs are predicted to be billed monthly beginning in late 2025 or 2026. ETSB has been and will still be supporting payment for airtime and GPS on radios that are assigned to positions that are dispatched to immediately respond to the initial dispatch of 9-1-1 calls. The Department has four additional radios that may not meet the criteria for this support. Under the terms of the updated agreement, the ETSB will provide radio equipment valued at $441,504.68 and pay for subscriber unit air-time and maintenance on radios meeting the mentioned first responder criteria. Additional equipment not covered that is needed to support the transfer to this technology is $1,588 for in-vehicle radio chargers. Potential air-time costs for the four units that may not be covered are $34/month per radio or $1,632/year.

On September 2, 2025, the DuComm Board of Directors determined that it would be in the best interests of member agencies to have the same agreement for police and fire agencies to mirror the Police Radio IGA. The Police Radio IGA was signed by DuComm members in 2023. The thought process was that this would streamline approvals and continuity of operations. This agreement has also been entered into by twenty-one other DuComm fire agencies: Bartlett FPD, Bloomingdale FPD, Carol Stream FPD, Clarendon Hills FD, Darien-Woodridge FPD, Downers Grove FD, Elmhurst FD, Glen Ellyn Vol. Fire Co., Glenside FPD, Hanover Park FD, Hinsdale, Lisle-Woodridge FPD, Lombard FD, Oak Brook Terrace FPD, Roselle FD, Villa Park FD, Warrenville FPD, West Chicago FPD, Wheaton FD, Winfield FPD, and York Center FPD.

Recommendation:

Staff recommends that the Village Board approve of the motion authorizing the Village Manager to sign DuComm's authorization letter allowing DuComm to enter an Intergovernmental Agreement (IGA) between DuComm (on behalf of the Village) and the Emergency Telephone System Board of Du Page County (ETSB) to continue participating in the Du Page County Public Safety Interoperable Communications System.

Attachments:

1. 2025-FD-DUCOMM-IGA-ETSB-R-2322
2. Authorization Form - Fire Radio IGA VOB
3. Radio IGA
4. OBF Subscriber Unit List 9.5.25
5. OBF Inventory List Pricing 9.7.25 executed

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

RESOLUTION
NUMBER 2025-FD-DUCOMM-IGA-ETSB-R-2322

A RESOLUTION
APPROVING AND AUTHORIZING
THE EXECUTION OF AN
INTERGOVERNMENTAL AGREEMENT PERTAINING TO
THE VILLAGE OF OAK BROOK'S PARTICPATION AS
A MEMBER OF THE EMERGENCY TELEPHONE
SYSTEMS BOARD (ETSB) AND THE DUPAGE
PUBLIC SAFETY COMMUNICATIONS (DUCOMM)

Published in pamphlet form by authority of the
President and the Board of Trustees of the Village of Oak Brook
on this 14th day of October 2025

RESOLUTION NO. 2025-FD-DUCOMM-IGA-ETSB-R-2322

A RESOLUTION
APPROVING AND AUTHORIZING
THE EXECUTION OF AN
INTERGOVERNMENTAL AGREEMENT PERTAINING TO
THE VILLAGE OF OAK BROOK'S PARTICPATION AS
A MEMBER OF THE EMERGENCY TELEPHONE
SYSTEMS BOARD (ETSB) AND THE DUPAGE
PUBLIC SAFETY COMMUNICATIONS (DUCOMM)

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, including municipalities, to contract to exercise, combine or transfer any power or function not prohibited to them by law or ordinance;

WHEREAS, the Intergovernmental Corporation Act (5 ILCS 220/1 et seq.) authorizes units of local government to exercise jointly with any public agency of the State, including other units of local government, any power, privilege or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of governmental services, activities and undertakings;

WHEREAS, the "Intergovernmental Cooperation Act", 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government;

WHEREAS, Section 5 of the "Intergovernmental Cooperation Act", 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract;

WHEREAS, the parties hereto are units of local government as defined by the Constitution of the State of Illinois, 1970, Article VII, Section 10, and the Intergovernmental Cooperation Act;

WHEREAS, the Emergency Telephone System Board (hereinafter referred to as the "ETSB") and its membership are part of a collaboration to enhance their ability to effectively respond to emergency calls to 9-1-1 through interoperable public safety communications capabilities available throughout the service area of the ETS;

WHEREAS, the ETSB is further charged with the responsibility of providing wireless 9-1-1 emergency services and has designated its two answering points to serve as wireless 9-1-1 public safety answering points for its jurisdiction.;

WHEREAS, the ETSB considers an interoperable radio network infrastructure and related emergency dispatch equipment to be an essential component of the ETS as well as integral to producing an effective response by the appropriate first responding agency as a result of an emergency call to 9-1-1, including in situations where the call was initiated by wireless device;

WHEREAS, the ETSB and various units of local government previously collaborated to develop DIRS, an interoperable emergency dispatch system, to facilitate responses to emergency calls to 9-1-1;

WHEREAS, the ETSB intends to continue to participate in STARCOM21 for use by first responding sworn personnel within DuPage County as part of the ETS;

WHEREAS, the ETSB wishes to establish the terms and conditions under which replacement radios for the emergency dispatch radio system will be made available to first responding agencies to replace end of life, end of support equipment;

WHEREAS, the ETSB and its membership believe that the goal of enhancing their ability to effectively respond to emergency calls to 9-1-1, however initiated, through interoperable public safety communications capabilities will be realized by replacing outdated radio equipment; and

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

Section One – Recitals

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

Section Two – Approval

The Corporate Authorities hereby approves the Agreement, substantially in the form attached hereto and made a part hereof as Exhibit A.

Section Three – Authorization and Direction

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

Section Four - Other Actions Authorized

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

Section Five - Authorization of Expenditures

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

Section Six - Acts of Village Officials

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

Section Seven – Effective Date

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

Section Eight - Publication

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

Section Nine – Conflict Clause

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

Section Ten – Saving Clause

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

Section Eleven – Recording

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

PASSED THIS 14th day of October 2025.

Ayes: ____

Nays: ____

Absent: ____

APPROVED THIS 14th day of October 2025.

LAURENCE E. HERMAN,
Village President

ATTEST:

NETASHA SCARPINITI,
Village Clerk

EXHIBIT A

Intergovernmental Agreement

DU-COMM

DuPage Public Safety Communications
420 N. County Farm Road, Wheaton, IL 60187
(630) 260-7500 Main
www.ducomm.org

AUTHORIZATION FORM

The Village of Oak Brook acknowledges that DU-COMM is entering into this Intergovernmental Agreement ("IGA") for the Village of Oak Brook 's benefit and on the Village of Oak Brook 's behalf and the Village of Oak Brook hereby authorizes DU-COMM to do so and agrees to be bound by the terms of the IGA including, but not limited to, the Village of Oak Brook 's responsibility to pay DU-COMM/ ETSB in the amount set forth in attachment A of the IGA for all radio equipment purchased from ETSB. the Village of Oak Brook further agrees to take all action required to authorize DU-COMM to enter into this IGA on its behalf or to execute the IGA on its own behalf within thirty (30) days.

The Village of Oak Brook further acknowledges that all costs associated with additional equipment requested by this Agency for the DEDIR System including airtime or other services shall be invoiced directly to this Agency by the ETSB according to the cost basis sheet made part of the IGA.

[Agency Authorized Signature] **[DU-COMM Signature]**

INTERGOVERNMENTAL AGREEMENT
INTEROPERABLE EMERGENCY DISPATCH RADIO SYSTEM

This INTERGOVERNMENTAL AGREEMENT (the "Agreement") is entered into by and between the County of DuPage (County), on its own behalf, and on behalf of its Emergency Telephone System Board (ETSB), and _________________________ (Member), a municipal corporation or a cooperative government entity or a fire protection district and a DuPage ETSB member.

RECITALS

WHEREAS the ETSB and Member are part of a collaboration to enhance their ability to effectively respond to emergency calls to 9-1-1 through interoperable public safety communications capabilities available throughout the service area of the ETS; and

WHEREAS the Constitution and laws of the State of Illinois permit units of local government to enter into intergovernmental agreements in such a manner as is not restricted by law or ordinance.

WHEREAS, Illinois law specifically empowers local emergency telephone system boards, including the ETSB, to plan, implement, upgrade, and maintain the ETS and provide emergency telephone assistance through wireless communications; and

WHEREAS the ETSB is further charged with the responsibility of providing wireless 9-1-1 emergency services and has designated its two answering points to serve as wireless 9-1-1 public safety answering points for its jurisdiction.

WHEREAS the ETSB considers an interoperable radio network infrastructure and related emergency dispatch equipment to be an essential component of the ETS as well as integral to producing an effective response by the appropriate first responding agency as a result of an emergency call to 9-1-1, including in situations where the call was initiated by wireless device; and

WHEREAS the ETSB and various units of local government previously collaborated to develop DIRS, an interoperable emergency dispatch system, to facilitate responses to emergency calls to 9-1-1.

WHEREAS the ETSB intends to continue to participate in STARCOM21 for use by first responding sworn personnel within DuPage County as part of the ETS; and

WHEREAS the ETSB wishes to establish the terms and conditions under which replacement radios for the emergency dispatch radio system will be made available to first responding agencies to replace end of life, end of support equipment; and

WHEREAS Member desires the use of an interoperable emergency dispatch radio system for its emergency personnel to effectively respond to emergency calls to 9-1-1, including in situations where the call was initiated by wireless device; and

WHEREAS, the State of Illinois has leased STARCOM21 for use for public safety purposes and has made access to STARCOM21 contractually available to local public safety agencies; and

WHEREAS the ETSB and Member believe that the goal of enhancing their ability to effectively respond to emergency calls to 9-1-1, however initiated, through interoperable public safety communications capabilities for the members of the ETS will be realized by replacing

1. certain radios ("subscriber units") necessary to receive emergency dispatch communications utilizing STARCOM21 for the use of the Member's qualifying personnel on the terms more fully described herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the County on its own behalf, and on behalf of its ETSB, and Member hereto hereby agree as follows:

Part 1 – Incorporation of Recitals and Definitions

Section 1.1 – Recitals Incorporated. The recitals set forth above are incorporated in this Agreement by reference and made a part of this Agreement.

Section 1.2 – Definitions. As used in this agreement, unless the context clearly requires otherwise, the following terms shall have the following meanings:

(a) "County" means the County of DuPage, Illinois.

(b) "DuPage Emergency Dispatch Interoperable Radio System (DEDIR System)" means the interoperable emergency dispatch radio system consisting of network and equipment utilizing the STARCOM21 system in DuPage County as integrated as part of its 9-1-1 emergency telephone system.

(c) "Emergency telephone system" or "ETS" means the communications equipment required to produce a response by the appropriate emergency public safety agency as a result of an emergency call, however initiated, placed to 9-1-1.

(d) "ETSB" or "ETS Board" means the Emergency Telephone System Board of DuPage County, an agency of DuPage County, established pursuant to Section 15.4 of the Local Government Emergency Telephone System Act, 50 ILCS 750/15.4, which provides for the management and operation of a 9-1-1 system within the scope of the duties and powers prescribed by the Emergency Telephone System Act and the Wireless Emergency Telephone Safety Act.

(e) "Member" means any agency that is a member of the ETSB by referendum or intergovernmental agreement and identifies the specific member that is executing this Agreement.

(f) "Motorola" means Motorola, Inc., a business corporation organized under the laws of the State of Delaware.

(g) "STARCOM21" means a 700/800 MHz, Association of Public-Safety Communications Officials (APCO) Project 25 interoperable, digital, trunked statewide voice radio communications network owned and developed by Motorola.

(h) "Subscriber Units" is a Motorola industry term to describe any portable or mobile radio unit accessing STARCOM21. Subscriber Unit under this Agreement refers to any mobile or portable radio of the DEDIR System that will utilize STARCOM21. The term Subscriber Unit and radio may be used interchangeably throughout this Agreement.

(i) "Surcharge funds" means funds collected pursuant to the surcharge authorized by 50 ILCS 750/15.3 *et. seq.* and grants from the Wireless Service Emergency Fund pursuant to the wireless carrier surcharge authorized by 50 ILCS 750/30 *et seq.* (previously 50 ILCS 751/17 *et. seq.;*)

Part 2 – Allocation of Equipment, Grant of Rights

Section 2.1 – Generally. Pursuant to this agreement, the ETSB shall make available to Member such equipment as set forth in Section 2.2 which is and shall at all times be considered the property of the ETSB unless otherwise specified in this Agreement.

Section 2.2 – ETSB Allocated Equipment. The ETSB, through the use of allowable surcharge funds, shall provide to Member the subscriber units, to replace end of life, end of support subscriber units. The Subscriber Units will be for use with the DEDIR System as set forth in Attachment A. Attachment A is made a part of this agreement and incorporated herein. The parties agree that Attachment A was developed by the ETSB in consultation with Member and reflects the appropriate allocation of equipment to the Member. The equipment listed on Attachment A shall be purchased by the ETSB and become the sole property of the County.

Section 2.2a – Additional Equipment. Member elects, with the approval of the ETSB, to purchase additional options or equipment for use with the DuPage STARCOM21 System. The cost of these options or equipment are set forth in Attachment A in the column labeled "Agency Obligations" Member agrees that it is responsible for the cost of the additional options or equipment including its purchase, maintenance, and operation. The County and Member agree that the Member Equipment included under purchasing contract PO921054 with Motorola includes maintenance under the Motorola Service Manager for a three (3) year period. The Member further agrees that any options which are integrated as part of the subscriber units does not create an ownership interest in the equipment and that said subscriber units remain the sole property of the County unless Member elects to pay the entire cost of such equipment.

Section 2.2b – Allowable Costs and Upgrades. The ETS Board has determined that it will provide for radios using 9-1-1 surcharge so long as radios qualify under FCC and state guidelines and laws. The ETS Board has determined that if radios for non-sworn personnel or other prohibited uses become an allowable cost, the ETSB will support the contract price of an APX4000 radio or contribute like amount to a radio purchase if the Member wishes to have an APXNext radio. The Member agrees that any costs above the contract value of the APX4000 will be the responsibility of the Member. If, within the four-year payment window provided for Members to reimburse ETSB, the FCC or state guidelines and laws change regarding allowable costs, the Parties agree that ETSB will assume the remaining cost and airtime.

Section 2.3 – Access to the DEDIR System. The County through its ETSB grants to the Member, upon the terms and conditions set forth by this Agreement, permission to use the equipment allocated pursuant to Section 2.2 and Section 2.2a and listed on Attachment A for the primary purpose of facilitating its emergency response to calls to 9-1-1.

Section 2.4 – Assignment Prohibited. Member shall have no right to transfer, assign, sublease, modify or confer any rights or benefits with respect to the use of the DEDIR system, including allocated equipment, to any third party without the written permission of the ETSB.

Section 2.5 – Use of the DEDIR System Equipment. All equipment purchased by the ETSB and allocated to Member as described in Attachment A shall be used for the purposes permitted by law and by personnel associated with emergency response including Telecommunicators and first responding emergency personnel. Member may also use said equipment for any other purpose related to its official duties in accordance with all applicable Federal, State and local laws and ordinances provided that such use does not represent any additional cost to the ETSB.

Section 2.6 – Limitations on Use. The parties recognize that surcharge authorized by law is collected by or distributed to the ETSB to fund expenditures permitted by statute. The parties further acknowledge and agree that the public funds used to acquire said equipment were authorized to enhance the ability of the ETSB and the first responding sworn personnel of Member to effectively respond to emergency calls to 9-1-1, including those calls initiated by a wireless device. Member shall ensure that said equipment will continue to be utilized for that purpose. If at any time during the course of this Agreement, the ETSB determines that deployed equipment is not being used in accordance with the objectives of this Agreement, or by appropriately authorized personnel, or in the event Member fails to comply with the terms of the Agreement, the ETSB may request the return of less than all of the equipment made available to Member pursuant to this Agreement and Member shall promptly comply with the ETSB's request.

Part 3 – Control and Operation of Radio Systems

Section 3.1 – DEDIR System. The parties agree that the management and control of the DEDIR System is and shall remain under full control and supervision of the ETSB. The parties agree that the ETSB is and shall be the sole point of contact and authority with regard to the Motorola STARCOM21 sites utilized to achieve 12db coverage. The ETSB is and shall be the sole point of contact and authority for any new, added equipment that may in the future be made a part of The STARCOM21 System and other networks or property.

Section 3.2 – Radio Frequencies. The ETSB shall provide Member with the appropriate licensed frequencies as allocated to the ETSB through the in the Regional Planning Commission (RPC) Region 54 Application and talk groups upon which the DEDIR System will operate. The ETSB shall make available such updated or alternative frequencies as may be allocated.

Section 3.3 – Programming of Equipment. ESTB shall have sole programming authority for subscriber units, pursuant to maintenance and warranty agreements entered into by the ETSB for the DEDIR System during the term of this Agreement and as allowable under law.

Section 3.4 – Access Limitations. The parties agree that Member shall not add additional subscriber units to the DEDIR System beyond the number of subscriber units allocated as part of this Agreement without first obtaining the approval of the ETSB pursuant to ETSB policy. The ETSB may limit access to the DEDIR System to the number of subscriber units allocated to Member as part of this agreement if it determines that additional subscriber units would adversely impact the system's performance, channel capacity, and the contractually determined grade of service.

Part 4 – Responsibilities of the ETSB

Section 4.1 – Delivery and Installation of DEDIR Equipment. Pursuant to a mutually agreed upon schedule, and consistent with the timeline for the deployment of the DEDIR System, the ETSB and its contractors shall deliver the equipment described in Section 2.2 and Section 2.2a and the ETSB shall not be responsible for the installation of any mobile radio equipment. Should Member subsequently desire the participation of the ESTB in the purchase, delivery or installation of additional equipment not set forth in Section 2.2, 2.2a or Attachment A, such participation is not governed or contemplated by this Agreement.

Section 4.2 – Training. The ETSB shall provide training on an ongoing basis on the use and operation of DEDIR portable and mobile radio equipment for the Member's personnel responsible for the operation of such equipment as deemed necessary by the ETSB pursuant to policy and training developed and recommended by the ETSB Policy Advisory Committee (PAC).

Section 4.3 – Performance. The ETSB shall make available to Member such system coverage and performance as provided in the original 2010 purchase agreement between Motorola and the ETSB. Improvements, modifications or changes made to improve system coverage and performance may only be done with the approval of the ETSB and other necessary parties at the expense of the Member. The ETSB retains the authority to increase channel capacity at the request of Member which may, at the ETSB's option, may be at the Member's expense.

Section 4.4 – Payment of Cost of Purchase. The ETSB shall be responsible for those costs associated with purchase of the equipment listed in Attachment A including maintenance of ETSB provided equipment that are allowable uses of 9-1-1 surcharge.

Section 4.5 – Payment of Maintenance Costs.

(a) The ETSB shall be responsible for the maintenance costs for the DEDIR System expenses that are directly billed to the ETSB by the providers of such maintenance services through December 31, 2028.

Not less than six (6) months prior to December 31, 2028, the ETSB will review its ability to continue to pay the cost of maintenance for subscriber units. If it determines that it cannot continue to fund the cost of maintenance for subscriber units, consoles and control stations, the County may, in its discretion, transfer those assets to Member in accordance with the provisions of Section 6.6. Section 4.6 – Duty to Contract with Motorola for Use of STARCOM21 Radio System Network. The ETSB shall enter into a user agreement with Motorola on behalf of Member through December 31, 2028, to permit the use of the equipment described in Attachment A to operate on the STARCOM21 System or "airtime". Not less than six (6) months prior to December 31, 2028, the ETSB will review its ability to continue to pay the cost of airtime for subscriber units. If available 9-1-1 surcharge funding is restricted or funding is not available to continue to support airtime, ETSB agrees to notify the Member as soon as it is aware of a change in financial status but not less than six months prior to the termination of the existing airtime contract.

Section 4.6. a Future Airtime renewal. The price for future airtime contract renewals shall be determined pursuant to contract negotiations between Motorola and the State of Illinois. This Agreement acknowledges that Motorola and the State of Illinois are currently in contract negotiations and firm costs are not available beyond June 30, 2022. The ETSB agrees to assume the costs of the user agreement until December 31, 2028, as allowed under law, shall if required by the Member, be responsible for the ongoing costs associated with the user agreement attributable to the Member. The ETSB will not be responsible for the costs associated with use of equipment beyond the equipment deployed to Member as set forth in Section 2.2

4.7 – The Purchase of equipment not set forth in Sections 2.2, 2.2a or Attachment A. The Parties agree that this Agreement does not obligate the ETSB to purchase any equipment, including subscriber units, for Member that is not set forth in Sections 2.2, 2.2a, and Attachment A. The Parties agree that this Agreement does not create a future obligation for the ETSB to purchase equipment. Should the Member desire to purchase equipment beyond what is set forth in Sections 2.2, 2.2a and Attachment A, any such purchase will be addressed in a separate agreement.

Part 5 – Responsibilities of the Member

Section 5.1 – Reimbursements to the ETSB. Member shall reimburse the ETSB for costs incurred by the ETSB as a result of purchases made by the ETSB at the request of and for the benefit of Member which may include, but are not limited to, the following:

(a) Any portable or mobile radios purchased for the member shall be reimbursed to ETSB over a four-year period beginning one year after date of execution of this Agreement. ETSB shall invoice the Member for equipment so designated on Attachment A.

(b) The cost of airtime for Member owned radios as designed on Attachment A, will be invoiced annually by ETSB in arrears. The cost portable will be $34 per portable per month and $18 per mobile per mobile. The ETSB has a campus rate for radios that are assigned to the Wheaton County Complex that is capped at $20,000 annually. Radios that fall into this category will be invoiced in the following manner: The total number of participating campus radios will be divided by $20,000 and each participating Member will be billed annually according to their number of units. (Example: $20,000 / 250 units = $80 per unit annually).

(c) Per unit maintenance costs associated with equipment owned by the Member which are billed directly as per unit cost. So long as ETSB has a Radio Service Manager from Motorola, the cost of maintenance for all radios purchased under ETSB PO 921054, even if Member owned, will be covered.

(d) Programming, re-programming, or other expenses associated with the maintenance of equipment owned by the Member. So long as ETSB has a Radio Service Manager from Motorola, the cost of programming for all radios purchased under ETSB PO921054, even if member owned will be covered.

Section 5.2 – Use of Equipment. Member shall use the County's recording loggers, consoles, control stations subscriber units and other equipment for official purposes only. Member shall ensure that subscriber units are issued only to personnel designated as first responders and that such personnel keep each subscriber unit tuned at all times to the licensed interoperable frequencies designated and programmed by the ESTB. For security purposes, Member shall ensure that any access codes, proprietary information provided by the ETSB shall only be given to those authorized by the ETSB to receive them. All equipment purchased through the use of the surcharge shall be used for the purposes permitted by law. The parties authorize the DuPage County Auditor to review compliance with this section.

Section 5.3 – Reimbursement to the ETSB for System Access. (a) With respect to the equipment deployed to Member in accordance with Section 2.2 of this Agreement, after the conclusion airtime contract on December 31, 2028, between the ETSB and Motorola as described in Section 4.7, the ETSB may require reimbursement from Member for all or party of the ongoing costs associated with the use of the equipment. In this event, the ETSB shall notify Member in writing and specify the intervals at which reimbursement is due. (b) With respect to the additional equipment furnished to Member pursuant to Section 2.2a, Member shall make quarterly reimbursement to the ETSB for any costs associated with the use of the equipment on a quarterly basis as determined by the ETSB.

Section 5.4 – Cooperation and Access. Throughout the term of this Agreement, Member shall provide the ETSB with reasonable cooperation and access to its facilities to promote the delivery of the subscriber units, and other equipment for the training of Member's personnel, programming or repair of ETSB owned equipment and any other purposes of this Agreement.

Section 5.5 – Miscellaneous Costs. Member further agrees to:

(a) Accessories: ETSB may provide replacement parts for the radios. Pursuant to ETSB policy 911:005.8: TDMA Compliance, Authorized Subscriber Units and Accessories or any subsequent policy approved by the ETS Board specific to DEDIR portable and mobile radios, any costs determined to be Member responsibility shall be the responsibility of the Member.

(b) Any other costs deemed not allowable for 9-1-1 surcharge shall become the responsibility of the Member.

(c) Any costs for new equipment or accessories that may arise subsequent to the execution of this Agreement shall be responsibility of the Member as designated by policy developed by PAC and recommended to the ETS Board and approved by the ETS Board as allowed by law.

Section 5.6 – Risk of Loss, Insurance. Upon the delivery of the County-owned equipment to, Member shall bear the risk of loss for any damage or loss to such equipment beyond the coverage provided in the warranty and maintenance agreements entered into by ETSB for any and all equipment that is part of this Agreement or covered by County or ETSB insurance. For occurrences that are not normal wear and tear, the Member shall reimburse ETSB the cost of the insurance deductible or the replacement cost of the radio if not covered by insurance. The Parties acknowledge that during the term of this Agreement, the deductible may increase due to inflation. The Member agrees to provide any required paperwork necessary for insurance submission such as memorandums or police incident reports.

Section 5.7 – Special Responsibilities in the Event of Loss of Surcharge. Upon the determination by the ETSB as a result of the loss of funding including, but not limited to, an elimination or reduction of the surcharge by any means, it cannot continue to fund the continued operation the DEDIR system in the manner contemplated by this agreement, it may require Member to assume the costs associated with the maintenance and/or the operation of the subscriber units, consoles, and control stations deployed to Member pursuant to Section 2.2. The County may transfer ownership of the deployed equipment to Member as full consideration of its assumption of costs.

Section 5.8 – Subsequent Purchase of Equipment. The parties agree that should Member desire to purchase additional equipment for use on the DEDIR System after its execution of this Agreement and outside of the contract under PO921054, it shall be solely responsible for any costs associated with its purchase, maintenance, or operation which may be incurred by the ETSB.

Part 6 – Term and Termination

Section 6.1 – Effective Date. This Agreement shall commence upon its execution by the parties and the approval of the DEDIR System and all of its associated contracts and change orders by the voting membership of the ETSB, and if applicable, by the County Board. The Agreement shall continue until December 21, 2028, or until it is terminated in accordance with this Part 6.

Section 6.2 – Termination by Election of Parties. After the term of this Agreement, either party wishing to terminate this Agreement may do so for any reason upon one-hundred twenty (120) days written notice to the other. Upon termination, except as provided in Section 6.6, Member shall, at the discretion of the ETSB and the County, return all County-owned equipment or reimburse the County for the cost of the equipment as detailed in the original purchase contract less depreciation as calculated in Section 6.4. The terminating party shall be responsible any costs associated with equipment removal as well as previously contracted costs of maintenance and equipment use. A request by the ETSB, pursuant to Section 2.6 for the reasons provided by that Section, for a return of less than all of equipment allocated to Member shall not automatically operate to terminate this Agreement.

Section 6.3 – Effects of Termination. Upon the effective date of the termination of this agreement pursuant to a written notice by Member as set forth in Section 6.2, (1) Member's right to use the DEDIR System shall cease; (2) Member's obligation to reimburse the ETSB for any costs as provided in this Agreement shall remain in full force and effect; and (3) Member shall promptly return all County-owned equipment to the ETSB.

Section 6.4 – Valuation of Assets at Termination. The parties agree that the assets contemplated for deployment to Member have a useful life of ten (10) years and that the straight-line method of depreciation shall be used in determining the residual values of such assets.

Section 6.5 – Termination as a Result of Consolidation. In the event, for the purpose of consolidating its emergency dispatch system, Member enters into an intergovernmental agreement with an intergovernmental agency which participates in the DEDIR System, this Agreement between Member and the County shall terminate and further use of the DEDIR System by Member shall be governed by the agreement between the intergovernmental agency and the County.

Section 6.6 – Termination as a Result of Loss of Surcharge. When the ETSB determines as a result of the loss of funding including, but not limited to an elimination or reduction of the surcharge by any means, it cannot continue to fund the continued operation the DEDIR system, the County may transfer ownership of all subscriber units, consoles and control stations to the presently deployed to Member and Member agrees be liable for any costs associated with the DEDIR system attributable to Member including but not limited to costs associated with the procurement, operation, and maintenance of such assets, and such assumption of costs shall constitute full consideration for the transfer of said assets.

Section 6.7 Interoperability. The Parties agree that should it become necessary to invoke Section 6.6 of the Agreement that the DEDIR System shall remain intact and that the Parties agree to abide by the policy recommendations made by PAC and approved by the ETSB for the purposes of public safety interoperability and delivery of emergency service to the community.

Part 7 – Miscellaneous Terms

Section 7.1 – No Joint Venture. This Agreement shall not be construed in such a way that the County, the ESTB, or the Village or Fire Protection District, or is deemed to be, the representative, agent, employee, partner, or joint venture of the other. The parties shall not have the authority to enter into any agreement, nor to assume any liability, on behalf of the other party, nor to bind or commit the other party in any manner, except as expressly provided herein.

Section 7.2 – Notice. All notices required to be given pursuant to this Agreement shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if personally delivered, or if deposited in the United States mail, registered or certified return receipt requested, or upon receipt of facsimile transmission. Notice given as provided herein does not waive service of summons or process.

If to the County, to:	**If to the Member, to:**
Attention: DuPage County c/o Emergency Telephone System Board 421 County Farm Road Wheaton, IL 60187	

Section 7.3 – Entire Agreement. This Agreement constitutes the entire agreement of the county on behalf of the ETSB and Member with respect to the subject matter hereof and supersedes all other prior and contemporary agreements, understandings, representations, negotiations, and commitments between Member and the county with respect to the subject matter hereof.

Section 7.4 – Approval Required and Binding Effect. This Agreement between the County on behalf of the ETSB and Member shall not become effective unless authorized by the County. This Agreement constitutes a legal, valid and binding agreement, enforceable against Member and, once duly authorized and executed as set forth herein, against the county.

Section 7.5 – Representations. Each party represents that it the authority to enter into this Agreement and undertake the duties and obligations contemplated by this Agreement and that it has taken or caused to be taken all necessary action to authorize the execution and delivery of this Agreement.

Section 7.6 – Covenant Not to Sue. The parties hereby covenant and agree that each shall not sue, institute, cause to be instituted or permit to be instituted on its behalf, or by or on behalf of its past, present or future officials, officers, employees, attorneys, agents or assigns, any proceeding or other action with or before any local, state and/or federal agency, court or other tribunal, against the other party, its board members, officers, commissioners, employees, attorneys, agents or assigns, arising out of, or from, or otherwise relating, directly or indirectly, to this Agreement to the extent authorized by law.

Section 7.7 – Indemnification. The parties hereby release and agree that each shall indemnify and hold harmless the other party and all of its present, former and future officers, including board members, commissioners, employees, attorneys, agents and assigns from and against any and all losses, liabilities, damages, claims, demands, fines, penalties, causes of action, costs and expenses whatsoever, including, but not limited to, attorneys' fees and court costs, present or future, known or unknown, sounding in law or equity that arise out of or from or otherwise relate, directly or indirectly, to this Agreement or to the use of the DEDIR System to the extent authorized by law, including, but not limited to any injury or damage caused by the failure of the supplied equipment to function properly, the failure of radio transmissions to be accurately transmitted and/or received or the failure of the DEDIR System or the STARCOM21 System to operate as designed.

Section 7.8 – Amendments. This Agreement may be amended upon the written agreement of the parties.

WHEREFORE, the parties have signed and executed this Agreement as of the date written below in the County of DuPage, State of Illinois.

COUNTY OF DUPAGE:	**MEMBER:**
______________________________	______________________________
Deborah A. Conroy County Board Chair	By: Title:
Date: ________________________	Date: ________________________

Attachment Listing

Attachment A – Equipment List

Attachment A
DEDIRS 2022 Radio Replacement
DuPage County Sheriff's Office Inventory List Pricing

Radio Type	Quantity	Equipment Value	Amount ETSB Purchasing	Amount Agency Purchasing	ETSB Cost	Agency Cost
APX Next with - Remote Speaker Mic, Holster, 2 Batteries	141	$ 914,424.48	126	15	$ 837,196.19	$ 77,228.29
APX Next XN with - Remote Speaker Mic, Holster, 2 Batteries	0	$ -	0	0	$ -	$ -
APX 4000 with - Remote Speaker Mic, Belt Clip, 2 Batteries	248	$ 451,908.08	0	248	$ -	$ 452,056.88
Mobile (Dash Mount)	0	$ -	0	0	$ -	$ -
Mobile (Dual Head)	0	$ -	0	0	$ -	$ -
Mobile (Remote Head)	9	$ 44,906.04	0	9	$ -	$ 44,906.04
APX Next Single Charger	135	$ 15,525.00	135	0	$ 15,525.00	$ -
APX Next Multi Charger	2	$ 1,920.00	1	1	$ 960.00	$ 960.00
APX Next Car Charger	0	$ -	0	0	$ -	$ -
APX 4000 Single Charger	137	$ 7,672.00	137	0	$ 7,672.00	$ -
APX 4000 Multi Charger	21	$ 10,059.00	19	2	$ 9,101.00	$ 958.00
Total (Radios)	**398**	**$ 1,411,238.60**	**126**	**272**	**$ 837,196.19**	**$ 574,191.21**
Total (Chargers)	**295**	**$ 35,176.00**	**292**	**3**	**$ 33,258.00**	**$ 1,918.00**
Overall Total	**693**	**$ 1,446,414.60**	**418**	**275**	**$ 870,454.19**	**$ 576,109.21**

Approval of Inventory List

Signature: ______________________

Name: ______________________

Title: ______________________

Date: ______________________

ETSB Signature: ______________________

SAMPLE ATTACHMENT A

Equipment Delivery

Signature: ______________________

Name: ______________________

Title: ______________________

Date: ______________________

ETSB Signature: ______________________

Subscriber Unit List

as of: 9/5/2025

Oak Brook FD

Serial Number	Verify System Alias New Radio Alias	Select - APX Next - APX 4000 - Mobile (Dash Mount) - Mobile (Dual Head) - Mobile (Remote Head) Model	**Attest to this column: Affidavit First Responder Personnel (Y/N)**
671CAB0030	DUOBF C94A	APX Next XN	Yes
671CZB0215	DUOBF BC94A	APX Next XN	Yes
671CZF0155	DUOBF BC94B	APX Next XN	Yes
671CAB0040	DUOBF BC93A	APX Next XN	Yes
671CYZ0107	DUOBF BC95A	APX Next XN	Yes
671CYZ0229	DUOBF BC96A	APX Next XN	Yes
671CZF0167	DUOBF FAGAN	APX Next XN	Yes
671CZF0176	DUOBF NYHANNA	APX Next XN	Yes
671CZF0186	DUOBF MATOUSEK	APX Next XN	Yes
671CZF0198	DUOBF RUSKA	APX Next XN	Yes
671CZF0252	DUOBF KORNFND	APX Next XN	Yes
671CZF0272	DUOBF EBSEN	APX Next XN	Yes
671CZF0280	DUOBF CORKEY	APX Next XN	Yes
671CZF0281	DUOBF WSHNGTON	APX Next XN	Yes
671CZF0298	DUOBF JOHNSON	APX Next XN	Yes
671CZF0306	DUOBF MEYERS	APX Next XN	Yes
671CZF0310	DUOBF MICEK	APX Next XN	Yes
671CZF0311	DUOBF BABCOCK	APX Next XN	Yes
671CZF0333	DUOBF BUSSE	APX Next XN	Yes
671CZF0355	DUOBF PICCIOLA	APX Next XN	Yes
671CZF0357	DUOBF DORAN	APX Next XN	Yes
671CZF0366	DUOBF KUSHNER	APX Next XN	Yes
671CZF0370	DUOBF FOCHT	APX Next XN	Yes
671CZF0383	DUOBF BOWLAN	APX Next XN	Yes
671CZF0411	DUOBF SAMAWI	APX Next XN	Yes
671CZF0412	DUOBF EBOLI	APX Next XN	Yes
671CZF0423	DUOBF KRALJ	APX Next XN	Yes
671CZF0229	DUOBF GAYTAN	APX Next XN	Yes
671CYZ0033	DUOBF LOCONTI	APX Next XN	Yes
671CYZ0027	DUOBF WEIER	APX Next XN	Yes
671CZF0162	DUOBF WALYLKO	APX Next XN	Yes
671CZF0166	DUOBF GLENNON	APX Next XN	Yes
671CZF0426	DUOBF BETSINGR	APX Next XN	Yes
671CZF0156	DUOBF C94B	APX Next XN	Yes
671CZF0159	DUOBF DC93A	APX Next XN	Yes
TBD	DUOBF DC93B	APX Next XN	Yes

Subscriber Unit List

as of: 9/5/2025

Oak Brook FD

Serial Number	Verify System Alias New Radio Alias	Select - APX Next - APX 4000 - Mobile (Dash Mount) - Mobile (Dual Head) - Mobile (Remote Head) Model	**Attest to this column:** **Affidavit First Responder** **Personnel (Y/N)**
TBD	DUOBF S93X	APX Next XN	Yes
TBD	DUOBF T94X	APX Next XN	Yes
TBD	DUOBF CHIEF94	Mobile (Dual Head)	Yes
TBD	DUOBF BC 94	Mobile (Dual Head)	Yes
TBD	DUOBF BC 94 R	Mobile (Dual Head)	Yes
TBD	DUOBF MEDIC01	Mobile (Dual Head)	Yes
TBD	DUOBF MEDIC02	Mobile (Dual Head)	Yes
TBD	DUOBF MEDIC03	Mobile (Dual Head)	Yes
TBD	DUOBF LADDR94	Mobile (Dual Head)	Yes
TBD	DUOBF TOWER94	Mobile (Dual Head)	Yes
TBD	DUOBF SQUAD 93	Mobile (Dual Head)	Yes
TBD	DUOBF SQD93R	Mobile (Dual Head)	Yes
TBD	DUOBF RESCUE93	Mobile (Dual Head)	Yes
TBD	DUOBF UTIL 93	Mobile (Dual Head)	Yes
TBD	DUOBF UTIL 94	Mobile (Dual Head)	Yes
TBD	DUOBF UTIL 95	Mobile (Dual Head)	Yes
TBD	DUOBF CHF 94	Mobile (Dual Head)	Yes
TBD	DUOBF BATT 94	Mobile (Dual Head)	Yes
TBD	DUOBF BATT94R	Mobile (Dual Head)	Yes
TBD	DUOBF 95 UTIL	Mobile (Dual Head)	Yes

Attachment A
DEDIRS 2022 Radio Replacement
Oak Brook Fire Inventory List Pricing

Revised per March 2025 Fleetmap

Radio Type	Quantity	Equipment Value	Amount ETSB Purchasing	Amount Agency Purchasing	ETSB Cost	Agency Cost
APX Next with - Remote Speaker Mic, Holster, 2 Batteries	0	$ -	0	0	$ -	$ -
APX Next XN with - Remote or Channel Selector Speaker Mic, Holster, 2 Batteries	38	$ 334,643.20	38	0	$ 334,643.20	$ -
APX 4000 with - Remote Speaker Mic, Belt Clip, 2 Batteries, Single Charger	0	$ -	0	0	$ -	$ -
Mobile (Dash Mount)	0	$ -	0	0	$ -	$ -
Mobile (Dual Head)	18	$ 99,438.48	18	0	$ 99,438.48	$ -
Mobile (Remote Head)	0	$ -	0	0	$ -	$ -
APX Next Single Charger	9	$ 1,035.00	9	0	$ 1,035.00	$ -
APX Next Multi Charger	5	$ 4,800.00	5	0	$ 4,800.00	$ -
APX Next Car Charger	4	$ 1,588.00	0	4	$ -	$ 1,588.00
Additional APX 4000 Single Charger	0	$ -	0	0	$ -	$ -
APX 4000 Multi Charger	0	$ -	0	0	$ -	$ -
Total (Radios)	**56**	**$ 434,081.68**	**56**	**0**	**$ 434,081.68**	**$ -**
Total (Chargers)	**18**	**$ 7,423.00**	**14**	**4**	**$ 5,835.00**	**$ 1,588.00**
Overall Total	**74**	**$ 441,504.68**	**70**	**4**	**$ 439,916.68**	**$ 1,588.00**

Approval of Inventory List

Signature:

Name: Kevin W. Fleege

Title: Fire Chief

Date: 9/5/25

ETSB Signature:

Portable Equipment Delivery

Signature:

Name:

Title:

Date:

ETSB Signature:

Mobile Equipment Delivery

Signature:

Name:

Title:

Date:

ETSB Signature:

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
October 14, 2025

SUBJECT: 2026 IPBC Membership Acceptance for Employee Benefits

FROM: Shelley Henn, Benefits Administrator
Greg Summers, Village Manager

BUDGET SOURCE/BUDGET IMPACT: Varies, based on Employee Selection

RECOMMENDED MOTION: I move that the Village Board approve Ordinance S-1732, An Ordinance Authorizing the Acceptance of the Contract and By-laws Document of the Intergovernmental Personnel Benefit Cooperative and Authorizing Membership in the IPBC by the Village of Oak Brook.

Background/History:

Having moved from self-insured to fully-insured coverage in calendar year 2023, the Village has established multiple year, fully insured experience for group medical health plan coverage, which represents the largest component of the benefits package expense. Having established the milestone, the Village is moving toward further stabilization of financial projections and benefit program design opportunity. For Fiscal Year 2026 (FY 2026) the Village requested insurance coverage quotes earlier than in prior years, and included a request to explore joining the Intergovernmental Benefit Cooperative (IPBC) in addition to Brown and Brown (formerly Vista). IPBC is personnel benefit cooperative created in Illinois and serving over 170 members. IPBC exists to provide economies of scale through risk pooling, with the long term goal of providing greater transparency and financial stability for members.

The IPBC quote was favorable across all lines of coverage as seen below, and the rates were presented in the FY 2026 Budget. The overall cost of the IPBC package is a 7.9% increase over FY 2025 (as compared to 9.5% with Brown and Brown) across all coverages quoted. The below chart provides a high-level comparison by benefit type.

Benefit	Brown and Brown Recommended Proposed <u>% Change</u> over 2025	IPBC Proposed % Change over 2025
PPO		10.6%
HMO		3.4%
Subtotal Medical*	**9.50%**	**9.1%**
Life and AD&D	0%	-55.4%
Dental	12.6%	-0.1%
Vision	0%	-15.7%
**Brown and Brown quote included a one-time BCBSIL credit of $15,000 not reflected above; credit would bring the overall increase on Medical only to 8.98% estimated change over 2025*		

MEDICAL: The 1/1/2026 IPBC BCBSIL proposal was submitted with PPO at 10.6% and HMO at 3.4% respectively. HMO enrollment represents about 30% of enrolled staff with PPO plans picking up the remaining 70% of staff electing coverage through the Village. The final proposal includes a unified 9.1% increase for HMO and PPO plans.

Currently, the PPO plan for non-represented staff is split with employees paying 20% of the total premium through payroll deductions while the Village pays 80% of the premium, with a split of 27.5%/72.5% for employee and dependents coverage. The HMO is split 10%/ 90%. As a lower cost plan, the reduced premium split for employees enrolled in the HMO was enacted with the goal of encouraging new enrollment as well as transition of existing enrollments to the HMO plan. As in prior years, staff will communicate to participants the benefits of enrolling in the HMO plan. IPBC will participate in the presentation of materials during the Open Enrollment period.

DENTAL: The IPBC quote dental represents a near flat proposal with no plan design changes. The switch to Delta Dental, the partner provider of the IPBC, will bring stability of vendor across future years and allow the Village to consider plan design rather than being driven to continually seek new carriers.

LIFE/AD&D: IPBC has presented a significant 55.4% decrease in rate for the Village provided Basic Life and AD&D coverage. IPBC contracted partner for coverage is Securian, and this will represent a change in carriers.

Not listed but equally important to staff, Securian does offer voluntary life coverage, which is 100% employee paid. Securian coverage access will remain the same levels employees experience currently, with the additional inclusion of flat rate pricing on small, family coverage add on features.

VISION: The IPBC proposal for vision insurance reflects a 15.7% reduction as quoted. The decrease comes with a vendor change to VSP, and brings a slight increase in frame allowance benefit on the plan. Plan design features and exam fees are otherwise unchanged.

Open enrollment with IPBC will be conducted online through Plan Source. IPBC's Plan Source platform is standard with membership and allows the Village of Oak Brook to continue progression of digital enrollment and benefits management. New this year with IPBC will be the build out of retiree access online. Employee engagement with offered benefit options and employee driven demographic data maintenance continues with year-round access to the insurance package offered by the Village though IPBC with the full professional support of IPBC partners as core to Oak Brook membership.

Open Enrollment for the new term will be held at Village Hall starting with a presentation to staff in mid-November and enrollment online. Dates are subject to final approval, and targeted to close enrollments by the end of November. Plan changes would take effect 1/1/2026.

Recommendation:

Staff recommends that the Village Board approve Ordinance S-1732, An Ordinance Authorizing the Acceptance of the Contract and By-laws Document of the Intergovernmental Personnel Benefit Cooperative and Authorizing Membership in the IPBC by the Village of Oak Brook with coverage for employee benefits beginning plan year starting January 1, 2026.

Attachments:

1. 2025-IS-BKR-CNTRCT-IPBC-S-1732, An Ordinance Authorizing the Acceptance of the Contract and By-Laws Document of the Intergovernmental Personnel Benefi
2. IPBC By-Laws - approved June 13, 2024

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

ORDINANCE
2025-IS-BKR-CNTRCT-IPBC-S-1732

AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF THE CONTRACT AND BY-LAWS DOCUMENT OF THE INTERGOVERNMENTAL PERSONNEL BENEFIT COOPERATIVE AND AUTHORIZING MEMBERSHIP IN THE IPBC BY THE VILLAGE OF OAK BROOK

Published in pamphlet form by authority of the
President and the Board of Trustees of the Village of Oak Brook
On this the 14th day of October 2025

ORDINANCE 2025-IS-BKR-CNTRCT-IPBC-S-1732

AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF THE CONTRACT AND BY-LAWS DOCUMENT OF THE INTERGOVERNMENTAL PERSONNEL BENEFIT COOPERATIVE AND AUTHORIZING MEMBERSHIP IN THE IPBC BY THE VILLAGE OF OAK BROOK

WHEREAS, a number of Illinois local governments have entered into an intergovernmental agreement and created the Intergovernmental Personnel Benefit Cooperative (“IPBC”); and

WHEREAS, the IPBC has existed for several decades, and has provided benefit coverages for the officers and employees of many Illinois local governments; and

WHEREAS, the Village of Oak Brook wishes to become a Member of the IPBC; and

WHEREAS, the obligation of membership requires the acceptance by the Corporate Authorities of the Village of Oak Brook of the Contract and By-Laws document of the IPBC as an intergovernmental contractual obligation to which the Municipality will become bound.

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

SECTION 1: The Village of Oak Brook, as of the starting date at which admission to membership was or is granted by the IPBC Executive Board, shall become a Member of that intergovernmental cooperative.

SECTION 2: The terms and conditions of that membership shall be such terms and conditions as were imposed by the Executive Board of the IPBC in the acceptance motion, and the contractual obligations under the terms of the Contract and By-Laws of the IPBC as such document currently exists and as it may be amended in accordance with its terms. The Village of Oak Brook assumes such terms and conditions.

SECTION 3: The President of the Village of Oak Brook, or such other officer, as shall be authorized, is directed to execute any documents necessary to indicate the membership of the Village of Oak Brook in the IPBC.

SECTION 4: This Ordinance shall be in full force and effect upon its passage, approval, and publication in pamphlet form, if required by law.

[Remainder of Page Intentionally left blank; Roll Call to follow]

APPROVED THIS 14th day of October 2025.

____
Laurence E. Herman
Village President

PASSED THIS 14th day of October 2025.

Ayes: ____

Nays: ____

Absent: ____

ATTEST:

____
Netasha Scarpiniti
Village Clerk

SEVENTH AMENDMENT TO THE FIFTH CONSOLIDATED AMENDMENT TO THE CONTRACT AND BY-LAWS INTERGOVERNMENTAL PERSONNEL BENEFIT COOPERATIVE

ARTICLE I. Purpose, Definitions, Term.

PURPOSE:

The Intergovernmental Personnel Benefit Cooperative is a cooperative entity voluntarily established by contracting units of local government as are permitted by Article VII, Section 10 of the 1970 Constitution of the State of Illinois, and the Intergovernmental Cooperation Act and other provisions of law to jointly administer some or all of the personnel benefit programs offered by its MEMBERS to their officers and employees and the officers and employees of other governmental, quasi-governmental and non-profit public service entities with which some or all MEMBERS have separately arranged to list as if such officers and employees were employed by the MEMBER.

To the extent provided for in this Contract and By-Laws, and as approved by the BOARD OF DIRECTORS, or as authorized herein, the EXECUTIVE BOARD, the Intergovernmental Personnel Benefit Cooperative shall provide benefit coverage to the officers or employees of its MEMBERS. The Intergovernmental Personnel Benefit Cooperative shall also carry out such claim reduction and educational programs as shall be authorized by its BOARD OF DIRECTORS, or as authorized herein, the EXECUTIVE BOARD. The creation of the various funds established in this Contract and By-Laws are not intended by the parties to constitute the transaction of an insurance business within the State of Illinois. The intent of the parties is to separately establish benefit programs and to utilize the Intergovernmental Personnel Benefit Cooperative to achieve reduced costs of administration and insurance purchases by providing similar services to all MEMBERS and to require MEMBERS to pay for the costs of such benefits or to share such costs in the manner from time-to-time established by the BOARD OF DIRECTORS or, as authorized herein, the EXECUTIVE BOARD.

DEFINITIONS

As used in this agreement, the following terms shall have the meaning hereinafter set out:

ADMINISTRATIVE FUND - A fund of monies established by the MEMBERS of the Intergovernmental Personnel Benefit Cooperative to pay for the joint administration of the personnel non-salary benefit programs offered by each MEMBER to its employees and officers and turned over for administration to the COOPERATIVE.

ALL MEMBER MEETINGS - Meetings of the BOARD OF DIRECTORS shall be held during March and November of each year, at such date and time as designated by the EXECUTIVE COMMITTEE. At the ALL MEMBER MEETING of the BOARD OF DIRECTORS held in March of odd-numbered calendar years (e.g., 2027, 2029), the MEMBERSHIP shall elect the Officers of the COOPERTIVE who shall also serve on the EXECUTIVE BOARD and the EXECUTIVE COMMITTEE as provided herein. At the ALL MEMBER MEETING of the BOARD OF DIRECTORS held in March of odd-numbered years, the BOARD OF DIRECTORS shall also divide into their respective VOTING TIERS and each VOTING TIER shall elect 1 Member of the EXECUTIVE BOARD. At the ALL MEMBER MEETING of the BOARD OF DIRECTORS held in March of even-numbered calendar years (e.g., 2026, 2028), the BOARD OF DIRECTORS shall elect 6 at large MEMBERS of the EXECUTIVE BOARD, At any of the ALL MEMBER MEETINGS, the BOARD OF DIRECTORS shall also vote on any items of business that are the exclusive jurisdiction of the BOARD OF DIRECTORS (i.e., all Vendors serving the COOPERATIVE; the Annual Renewal in the administration of the Benefit Fund; and all proposed changes to the By-Laws), and any items of business that failed to secure the 10 affirmative votes of the EXECUTIVE BOARD when considered by the EXECUTIVE BOARD. The EXECUTIVE BOARD shall also add any other item of business to the agenda of the ALL MEMBER MEETING of the BOARD OF DIRECTORS when at least 10% of the MEMBERS petition for such item of business to be added to the agenda.

BENEFIT FUND - A fund of monies established by the MEMBERS of the Intergovernmental Personnel Benefit Cooperative to fund certain benefits granted by the individual MEMBERS to their respective officers and employees and to purchase excess, aggregate, or other insurance.

BENEFITS - Non-salary payments made to employees or officers of MEMBERS, including but not limited to payments or reimbursements of expenses arising out of an illness or an accident and life insurance proceeds. The units of local government which participate in the COOPERATIVE have determined not to purchase insurance coverage for benefit payments below certain high limits but rather to rely upon their pooled financial capabilities to pay benefits within the financial obligations of the COOPERATIVE and to purchase some insurance to protect against catastrophic and certain other benefit claims.

BOARD OF DIRECTORS - The BOARD OF DIRECTORS is composed of all MEMBERS of the COOPERATIVE. The BOARD OF DIRECTORS shall approve all Vendors serving the COOPERATIVE; the Annual Renewal in the administration of the Benefit Fund; and all proposed changes to the By-Laws. The BOARD OF DIRECTORS shall also vote on any item of business which failed to secure the 10 affirmative votes of the EXECUTIVE BOARD when considered by the EXECUTIVE BOARD.

COOPERATIVE - The Intergovernmental Personnel Benefit Cooperative established pursuant to the Constitution and the statutes of this State by this intergovernmental agreement.

EXECUTIVE BOARD – The EXECUTIVE BOARD is composed of 15 Members elected at the ALL MEMBER MEETING of the BOARD OF DIRECTORS held in March of each year as follows:

- In odd-numbered years (e.g., 2027, 2029, etc.): the Chair, the Vice-Chair, and Treasurer, each of which is elected at large by the entire Membership, and 1 Member of the EXECUTIVE BOARD from each of the six respective VOTING TIERS as elected by and from among the Members in each of the six respective VOTING TIERS of the COOPERATIVE.
- In even-numbered years (e.g., 2028, 2030): 6 Members elected at large.

EXECUTIVE COMMITTEE – The EXECUTIVE COMMITTEE is composed of the Chair, Vice-Chair, and Treasurer of the EXECUTIVE BOARD. Its powers are defined herein and includes primary supervision of the EXECUTIVE DIRECTOR and the appointment of the MEMBERS to specific committees.

EXECUTIVE DIRECTOR – A part or full-time employee or independent contractor, who shall be selected and have his or her compensation set by the EXECUTIVE BOARD upon recommendation of the EXECUTIVE COMMITTEE and who shall administer and supervise the operations of the COOPERATIVE; make recommendations to the EXECUTIVE BOARD and the EXECUTIVE COMMITTEE in all areas where each has decision-making authority; and attend all meetings of the BOARD OF DIRECTORS, EXECUTIVE BOARD, and the EXECUTIVE COMMITTEE; and such other duties as assigned by the EXECUTIVE BOARD or the EXECUTIVE COMMITTEE.

HMO FUND - A fund of monies established by the MEMBERS of the Intergovernmental Personnel Benefit Cooperative to fund certain benefits granted by the individual MEMBERS to their respective officers and employees relating to health maintenance organizations.

LISTED ENTITIES – Governmental bodies, quasi-governmental bodies and non-profit public service entities listed by a MEMBER as having their employees and officers under a benefit program which will be administered along with that of a MEMBER by the COOPERATIVE.

MEMBERS – The units of local government or intergovernmental agencies established pursuant to an intergovernmental agreement composed of units of local government (sub-pool) which initially or later enter into this intergovernmental contract for the benefit of their employees and officers along with the employees and officers of other listed entities. Whenever in this agreement the phrase “units of local government,” “municipality” or similar phrase is used, it shall also refer to any intergovernmental agency established pursuant to an intergovernmental agreement composed of units of local government.

VOTING TIERS – The COOPERATIVE shall place MEMBERS into one of six separate voting tiers according to the size of lives served (not dependents) in effect in the records of the COOPERATIVE shown as of January 1st of each year. The Six Voting Tiers are:

1-50 lives;

51-100 lives;

101-200 lives;

201-300 lives;

301 -400 lives;

401+ lives.

TERMINAL RESERVE FUND OR TERMINAL RESERVES – A fund of monies retained by the Intergovernmental Personnel Benefit Cooperative on behalf of MEMBERS whose fund balances may be in excess of all financial requirements for that MEMBER.

WELLNESS FUND – A fund of monies established by the MEMBERS of the Intergovernmental Personnel Benefit Cooperative to fund certain benefits granted by the individual MEMBERS to their respective officers and employees and to pay for health screenings and vaccines and to incentivize member participation.

TERM OF THE COOPERATIVE.

The Intergovernmental Personnel Benefit Cooperative shall operate with fiscal years beginning on July 1st, of each calendar year, and the COOPERATIVE shall continue in existence with a term ending on June 30, 2038. Except as provided herein, all previously adopted policies of the COOPERATIVE remain in full force and effect. At the end of this multi-year period, the term of the COOPERATIVE may be extended for a multi-year period of time, or if not acted upon by the MEMBERS, it shall continue in existence from year-to-year as an intergovernmental agreement with the membership of those governmental bodies which do not provide a notice of withdrawal. The ability of an individual MEMBER of the COOPERATIVE to withdraw shall be as provided in Article XVII.

ARTICLE II. Powers and Duties.

The powers of the COOPERATIVE to perform and accomplish the purposes set forth above, within the budgetary limits and procedures set forth in these By-Laws, shall be the following:

(a) To employ agents, employees, and independent contractors,

(b) To lease real property and to purchase or lease equipment, machinery, or personal property necessary for the carrying out of the purpose of the COOPERATIVE,

I To carry out educational and other programs relating to health, accident, and other claims reductions,

(d) To cause the creation of, see to the collection of funds necessary for the administration and operation of the COOPERATIVE,

(e) To purchase such types of insurance as are approved by the EXECUTIVE BOARD,

(f) Solely within the budgetary limits established by the MEMBERS to carry out such other activities as are necessarily implied or required to carry out the purposes of the COOPERATIVE specified in Article I or the specific powers enumerated in Article II, and in conjunction with the obligation of MEMBERS specified in Article XI.

ARTICLE III. Membership and Participation

The membership of the COOPERATIVE shall consist of those MEMBERS and previously approved listed entities which were either MEMBERS of the COOPERATIVE on July 1, 2024, or members of a “Sub-Pool” on July 1, 2024, and are now hereby approved as MEMBERS in their own capacity, and also those subsequently admitted to membership and continuing as MEMBERS as provided herein. Listed entities are other governmental, quasi-governmental and non-profit public service entities which MEMBERS have chosen to include within their membership in the COOPERATIVE. Such listing fulfills a public purpose in that such listed entities have so few employees and officers that they could not bear the risk inherent in offering such benefit programs on their own. In other cases, the MEMBER itself has so few employees that it requires the participation of such other listed entities for the same reason. The MEMBER which lists entities shall, however, be the sole MEMBER of the COOPERATIVE and shall be responsible for all costs and duties of membership provided herein. The MEMBER may make such arrangement as is desired with members of a sub-pool or the listed entities regarding the manner of payment, sharing of risks and duration of such arrangement. Such arrangement is not a part of this Contract and By-Laws. New MEMBERS and their listed entities and the listing of additional entities by existing MEMBERS shall be added to the COOPERATIVE only after at least the concurrence of at least 10 affirmative votes of the members of the EXECUTIVE BOARD and subject to the payment of such sums and under such conditions as the EXECUTIVE BOARD shall in each case or from time-to-time establish.

The BOARD OF DIRECTORS is composed of all MEMBERS of the COOPERATIVE. The BOARD OF DIRECTORS shall approve: all Vendors serving the COOPERATIVE; the Annual Renewal in the administration of the Benefit Fund; and all proposed changes to the By-Laws. The BOARD OF DIRECTORS shall also vote on any item of business which failed to secure the 10 affirmative votes of the EXECUTIVE BOARD when considered by the EXECUTIVE BOARD.

Each MEMBER unit of local government shall choose in the manner applicable to that governmental body one (1) person to represent that body at the ALL MEMBER MEETINGS of the BOARD OF DIRECTORS and shall promptly notify the COOPERATIVE of such selection. The MEMBER may also select an alternate representative to serve when the initial representative is unable to carry out their duties. The person and alternate selected need not be an elected official of the MEMBER. Each MEMBER shall be entitled to one (1) vote at the ALL MEMBER MEETINGS of the BOARD OF DIRECTORS. Such vote may be cast only by the designated representative of the MEMBER or in their absence by designated alternate. No proxy votes or absentee votes shall be permitted. MEMBERS may participate in any meeting by electronic means in accordance with rules adopted herein and the requirements of law. The representative selected by the MEMBER shall serve for a one fiscal year term commencing at the beginning of each fiscal year and until a successor has been selected. The representative chosen by the MEMBER may be removed by the MEMBER during the period of their term. In the event that a vacancy occurs in the representative or alternate representative, that MEMBER shall appoint a successor. The failure of a MEMBER to select a representative or his or her failure to participate shall not affect the responsibilities or duties of a MEMBER under this contract.

ARTICLE IV. Executive Board

(A) There is hereby established an EXECUTIVE BOARD of the COOPERATIVE. The EXECUTIVE BOARD is composed of 15 MEMBERS that are elected at the ALL MEMBER MEETING of the BOARD OF DIRECTORS held in March of year as follows:

- In odd-numbered years (e.g., 2027, 2029, etc.): the Chair, the Vice-Chair, and Treasurer, each of which is elected at large by the entire Membership, and 1 Member of the EXECUTIVE BOARD from each of the six VOTING TIERS as elected by and from among the Members in each of the six respective VOTING TIERS of the COOPERATIVE.
- In even-numbered years (e.g., 2026, 2028) 6 Members elected at large.

The EXECUTIVE BOARD may from time-to-time establish other officers of the Board, in addition to those established in this Agreement, and choose the manner of selection of such officers.

(B) The EXECUTIVE BOARD shall determine the general policy of the COOPERATIVE which policy shall be followed by all officers, agents, employees, and independent contractors working for the COOPERATIVE. It shall have the responsibility for: (1) Hiring the EXECUTIVE DIRECTOR, (2) Setting the budget for the COOPERATIVE to be administered by the EXECUTIVE DIRECTOR, (3) Program approval, (4) Setting of fidelity bonding requirements for employees or other persons, (5) The acceptance of new MEMBERS and listed entities, (6) Approval of educational and other programs relating to claim reduction, (7) Approval of monthly and supplementary payments to the Administrative Fund and the Benefit Fund, including that portion of the cost of insurance attributable to each MEMBER, (8) Any other matters not assigned to another committee, officer, independent contractor, or agent, (9) Expulsion of MEMBERS, (10) approval of personnel policies for the employees of the COOPERATIVE. Approval of every item of business by the EXECUTIVE BOARD shall require no less than 10 affirmative votes from the MEMBERS of the EXECUTIVE BOARD. Items of Business failing to receive said 10 affirmative votes shall be added to the agenda of the next ALL MEMBER MEETING of the BOARD OF DIRECTORS.

(C) Voting shall be by roll call.

(D) The EXECUTIVE BOARD, the EXECUTIVE COMMITTEE, and any authorized committees, may establish rules governing their own conduct and procedure consistent with the By-Laws. All notices required in this Contract and By-Laws document shall be in writing.

(E) A quorum of the EXECUTIVE BOARD shall consist of ten (10) MEMBERS of the EXECUTIVE BOARD and must include at least one MEMBER from each VOTING TIER. For purposes of establishing a quorum, the requirement to have a MEMBER from each voting tier may be met by EXECUTIVE BOARD MEMBERS that were elected at large.

(F) The term for each MEMBER of the EXECUTIVE BOARD shall be for two years and shall commence on July 1 of the year in which they MEMBER is elected.

1) As a special exception to the staggered selection of MEMBERS of the EXECUTIVE BOARD and to the term limits otherwise applicable to Officers and MEMBERS of the EXECUTIVE BOARD, the BOARD OF DIRECTORS shall at -- a Special ALL MEMBER MEETING of the BOARD OF DIRECTORS to be called in fall of 2024 for the purpose of electing the new Officers and MEMBERS of the EXECUTIVE BOARD—elect the following Officers and MEMBERS to the following terms:

- The Chair, the Vice-Chair, and Treasurer, each of which shall be elected at large by the entire Membership, and 1 Member of the EXECUTIVE BOARD from each of the six VOTING TIERS as elected by and from among the Members in each of the six respective VOTING TIERS of the COOPERATIVE, to a term extending through June 30, 2027; and
- 6 Members elected at large to a term extending through June 30, 2026.

2) Except as specified for the Officers as set forth below, there shall be no limit on the number of consecutive terms for a MEMBER of the EXECUTIVE BOARD.

3) Except as provided herein, no one serving on the EXECUTIVE BOARD shall receive any salary or other payment from the COOPERATIVE and any salary, compensation, payment, or expenses for such representative, shall be paid by each MEMBER separate from this Contract. In addition, the Chair Treasurer and such other officers as may be selected from time-to-time may submit to the EXECUTIVE COMMITTEE for its approval, reimbursement of expenses incurred in the pursuit of their position as officers of the COOPERATIVE. The reimbursement for such expenses, which shall be reported to the EXECUTIVE BOARD in the same manner as other approved payments, may include amounts advanced on behalf of the COOPERATIVE either by the officer or by a MEMBER of the COOPERATIVE.

(G) The Officers of the COOPERATIVE shall be the Chair, Vice-Chair, and Treasurer.

(1) The Chair, Vice-Chair, and Treasurer shall be elected by the MEMBERS at the ALL MEMBER MEETING of the BOARD OF DIRECTORS held in March of each odd-numbered year. Other than the initial slate of Officers to be elected at the Special ALL MEMBER MEETING of the BOARD OF DIRECTORS in the fall of 2024 (as set forth above), the term of each Office shall be for two years – corresponding to the fiscal year of the COOPERATIVE -- and no MEMBER shall serve in the same Office (other than the office of Treasurer) for more than 2 consecutive terms. There shall be no limit on the number of consecutive terms for the office of Treasurer. Officers shall serve until their successors have been chosen

and begin their terms.

(2) All Officers are expected to conscientiously prepare for, attend, and actively participate in all EXECUTIVE BOARD meetings and EXECUTIVE COMMITTEE meetings.

(3) The Chair is the chief elected officer of the COOPERATIVE and directs the overall affairs and operations of the EXECUTIVE BOARD; presides over all meetings of the EXECUTIVE BOARD and the EXECUTIVE COMMITTEE; and performs all other duties as are authorized in the By-Laws, or as the EXECUTIVE BOARD may authorize and as may be defined in the policies of the COOPERATIVE. The Chair, when authorized, shall execute documents on behalf of the COOPERATIVE and shall perform those duties normally associated with the Chair of an intergovernmental agency. In the absence or inability of the Chair to perform these duties, the Vice-Chair shall temporarily provide those services. If the Chair shall resign or permanently be unable to perform such duties, the Vice-Chair shall succeed to the position of Chair. In the case of vacancies, in all other offices of the Cooperative (other than the EXECUTIVE DIRECTOR or the Treasurer) the Chair shall appoint individuals with the required qualifications to fill any vacancies until the end of the term of the person leaving the office.

(4) The Vice-Chair assists the Chair in directing the affairs and operations of the EXECUTIVE BOARD and EXECUTIVE COMMITTEE and acts as

presiding officer at meetings in the absence of the Chair.

(5) The Treasurer shall have charge and custody of and be responsible for all funds and securities of the COOPERATIVE; receive and give all receipts for monies due and payable to the COOPERATIVE from any source whatsoever; deposit all such monies in the name of the COOPERATIVE in such banks, savings and loan associations or other depositories as shall be selected by the EXECUTIVE BOARD; keep the financial records of the COOPERATIVE and invest the funds of the COOPERATIVE as are not immediately required in such securities as the EXECUTIVE BOARD shall specifically or generally select from time-to-time. Provided, however, that all investments of the COOPERATIVE funds shall be made only in compliance with the COOPERATIVE'S Investment Policy which must be in accordance with statutory law at the time of any investment. The Treasurer shall perform all the duties incident to the office of Treasurer and such other duties as from time-to-time may be assigned to the Treasurer by the EXECUTIVE BOARD. In the absence of the Treasurer, or in the event of the inability or refusal of such officers to act, the Chair may temporarily perform the duties of the Treasurer and, when so acting, shall have all of the powers of and be subject to all of the restrictions upon the Treasurer. A new Treasurer shall be selected at the next regular or special meeting of the EXECUTIVE BOARD, but the Chair may act, in any case, until the

selection is made. The Treasurer shall also serve as Chair of the Finance Committee.

(6) The EXECUTIVE BOARD may, by at least a two-thirds (2/3) vote of the EXECUTIVE BOARD (being 10 votes required), remove the Chair, Vice-Chair, Treasurer or the chair or any member of any Committee. Such removal shall be within the total discretion of the EXECUTIVE BOARD. After removal, the EXECUTIVE BOARD shall notify in writing the individual removed and give that person an opportunity to request an appearance before the EXECUTIVE BOARD with at least seven (7) days' prior written notice to contest the removal. The EXECUTIVE BOARD shall permit the person removed to explain why that person would wish to be reinstated, but the decision of the EXECUTIVE BOARD on removal or reinstatement shall not be required to meet any due cause or due process standard. The EXECUTIVE BOARD shall notify in writing all of the MEMBERS of the COOPERATIVE of its decision to remove or reinstate the member. The decision of the EXECUTIVE BOARD shall be final. These Officers serve in "at will" positions. In the event that the Chair is removed by the EXECUTIVE BOARD, the Vice-Chair shall take over that position and the new Chair will select the Vice-chair to fill out the remainder of that term.

(7) Ten percent (10%) or more MEMBERS of the COOPERATIVE may request a special meeting of the EXECUTIVE BOARD to be held for the

purpose of removal of the Chair, Vice Chair, or Treasurer. The person proposed to be removed from such a position may address the meeting of the EXECUTIVE BOARD, which may remove the person upon the concurrence of no less than 10 MEMBERS of the EXECUTIVE BOARD. These Officers serve in "at will" positions. In the event that the Chair is removed by the EXECUTIVE BOARD, the Vice-Chair shall take over that position and the new Chair will select the Vice-chair to fill out the remainder of that term.

ARTICLE V. Executive Board Meetings.

(a) Regular meetings of the EXECUTIVE BOARD shall be held no less than every other month and the dates of regular meetings of the EXECUTIVE BOARD shall be established at the beginning of each fiscal year. Any item of business may be considered at a regular meeting. A failure to hold these meetings, as required, shall not invalidate acts otherwise taken. Special meetings of the EXECUTIVE BOARD may be called by its Chair, or by any two (2) Directors. Five (5) days written notice of regular or special meetings of the EXECUTIVE BOARD shall be given to the official representatives of each MEMBER and an agenda specifying the subject of any special meeting shall accompany such notice. Business conducted at special meetings shall be limited to those items specified in the agenda.

(b) The time, date, and location of regular and special meetings of the EXECUTIVE BOARD shall be determined by the Chair of the EXECUTIVE BOARD or by the convening authority.

(c) To the extent consistent with these By-Laws, and except as modified by procedural rules established, Roberts Rules of Order, latest edition, shall govern all meetings of the COOPERATIVE. Minutes of all regular and special meetings of the EXECUTIVE BOARD and the EXECUTIVE COMMITTEE shall be sent to all MEMBERS.

(d) Committee Chairs shall attend the regular meetings of the EXECUTIVE BOARD.

ARTICLE VI. Executive Committee; Executive Director.

(a) The EXECUTIVE COMMITTEE is comprised of the Chair, Vice Chair, and Treasurer of the EXECUTIVE BOARD. The EXECUTIVE COMMITTEE shall be responsible for implementing the policy directions of the EXECUTIVE BOARD, primary supervision of the EXECUTIVE DIRECTOR, making a recommendation to the EXECUTIVE BOARD concerning the hiring, termination, and compensation of the EXECUTIVE DIRECTOR, and carrying out duties specified in this Contract and By-Laws or otherwise assigned by the EXECUTIVE BOARD. The EXECUTIVE COMMITTEE shall meet no less than monthly with the EXECUTIVE DIRECTOR and as no formal action will be taken in these meetings with the EXECUTIVE DIRECTOR, these meetings will not be considered a form of meeting requiring notice to the MEMBERSHIP or otherwise open to the MEMBERSHIP. The EXECUTIVE COMMITTEE, together with the EXECUTIVE DIRECTOR, shall, on dates in September and January of each year as determined by the EXECUTIVE COMMITTEE, hold a virtual update meeting that all MEMBERS may attend and for which MEMBERS may submit questions of general interest. No quorum is required for the virtual update meetings and no action will be taken at the virtual update meetings.

(b) The EXECUTIVE DIRECTOR shall be primarily responsible for the day-to-day activities of the COOPERATIVE include but not limited to: the approval of warrants and bills; compliance with growth policy; assistance in preparation of the audit; recommending programs, vendors, investment policies, goals, and policy changes to EXECUTIVE BOARD; service level assessments and the management of the employees of the COOPERATIVE. The EXECUTIVE DIRECTOR shall, within the budgetary constraints approved by the EXECUTIVE BOARD, and subject to the supervision of the EXECUTIVE COMMITTEE, be responsible for the hiring, management, promotion, discipline, termination, and other matters related to employees of the COOPERATIVE. The EXECUTIVE DIRECTOR shall make recommendations concerning the compensation of employees and the personnel policies to be adopted by the COOPERATIVE for its employees. The EXECUTIVE DIRECTOR may enter into contracts and expenditures in amounts up to $50,000, have the authority to renew or extend, with or without amendments, existing contracts with cost decreases or, in the case of increases, those of less than 5% per year. The EXECUTIVE BOARD, by motion, may increase the dollar amounts of the contracts and expenditures, which may be authorized by the EXECUTIVE DIRECTOR. The EXECUTIVE DIRECTOR, or their designee, shall attend all meetings of the BOARD OF DIRECTORS, EXECUTIVE BOARD, the EXECUTIVE COMMITTEE, the Finance Committee, the Operations Committee, and the Membership Committee, but shall not be a voting member of those bodies.

ARTICLE VII. Committees.

(a) A Finance Committee is established. The Finance Committee shall be (15) fifteen MEMBERS comprised of the Treasurer and, as appointed by the EXECUTIVE COMMITTEE, one MEMBER from each of the six VOTING TIERS and eight other appointed MEMBERS from among the MEMBERS of the COOPERATIVE. The Treasurer shall serve as Chair. The Committee members shall be appointed for a term of two (2) years which shall be staggered. The Finance Committee shall serve as a recommending body to the EXECUTIVE BOARD. The Finance Committee shall review and recommend the annual budget, programs and vendor performance and other projects and tasks as assigned by the Chair or the EXECUTIVE BOARD. The EXECUTIVE COMMITTEE shall fill vacancies on the Finance Committee, which appointments shall be until the end of the term of the person replaced.

(b) An Operations Committee is established. The Operations Committee shall be (15) fifteen MEMBERS comprised of the following:

1) the Chair, who is appointed by the Chair of the EXECUTIVE BOARD; and,

2) as appointed by the EXECUTIVE COMMITTEE, one MEMBER chosen from among the MEMBERS of each of the respective six VOTING TIERS; and

3) as appointed by the EXECUTIVE COMMITTEE, eight other MEMBERS chosen from among the MEMBERS of the COOPERATIVE at large.

The Committee members shall be appointed for a term of two (2) years which shall be staggered. The Operations Committee shall serve as a recommending body to the EXECUTIVE BOARD. It shall review the day-to-day operations of the COOPERATIVE and make recommendations for changes needed or actions to create greater efficiencies. The EXECUTIVE COMMITTEE shall fill vacancies on the Operations Committee, which appointments shall be until the end of the term of the person replaced.

(c) A Membership Committee is established. The Membership Committee shall have at least seven (7) members consisting of an appointed chair and one member from each of the respective VOTING TIERS. The members of the Committee and its Chair shall be selected by the EXECUTIVE COMMITTEE. The Committee members shall be appointed for a term of two (2) years which shall be staggered. The Membership Committee shall provide onboarding, mentoring, education, training, networking, and leadership development to the IPBC membership. The EXECUTIVE COMMITTEE shall fill vacancies on the Membership Committee which appointments shall be until the end of the term of the person replaced.

(d) The EXECUTIVE BOARD or the EXECUTIVE COMMITTEE may establish on a permanent or ad hoc basis other committees or Boards to serve the COOPERATIVE.

(e) When officers of the COOPERATIVE need to be selected by the EXECUTIVE BOARD, the EXECUTIVE COMMITTEE shall name a Nominations Committee, which will consider candidates and make a recommendation for the filling of the positions. The EXECUTIVE COMMITTEE may, but shall not be required to, select a past Chair who shall serve as Chair of the Nominations Committee. The past Chair may be authorized to select Delegates or Alternates to serve as Members of the Nominations Committee. The Nominations Committee shall present to the EXECUTIVE BOARD a recommended slate of candidates for review by the MEMBERSHIP. This report shall be submitted no later than thirty (30) days before the date of the ALL MEMBER MEETING of the BOARD OF DIRECTORS held in March of each year and at which the elections shall take place. Other persons seeking to be named to positions on committees may have their names offered and reported for consideration by the EXECUTIVE COMMITTEE as it shall be constituted from time to time.

(f) The COOPERATIVE shall purchase Directors and Officers Liability Insurance, commercial general liability insurance, and a blanket fidelity bond, all in such amounts as to be established by the EXECUTIVE BOARD to protect Officers, Directors and employees and to assure the fidelity of all officers, directors, and employees of the COOPERATIVE who shall have the authority to receive or authorize by their signature or order the payment of COOPERATIVE funds. Additional fidelity and similar coverages may be procured by the COOPERATIVE from time-to-time.

(g) The EXECUTIVE BOARD may select a financial institution to carry out some or all of the functions which would otherwise be assigned to a Treasurer and may select a management company or agent to carry out some or all of the functions which would otherwise be assigned to the EXECUTIVE DIRECTOR.

ARTICLE VIII. Finances.

A. Administrative Fund.

The cost of the administration of the COOPERATIVE shall be borne by each of its MEMBERS in direct proportion to the number of employees and officers of the MEMBER and listed entities whose benefit programs are to be administered by the COOPERATIVE as compared to the total number of such persons served by the COOPERATIVE.

Whenever payments to the Administrative Fund shall be based upon an estimate, the MEMBER shall promptly receive a refund or pay a deficiency when final figures become available. The Administrative Fund shall pay all of the administrative costs of the COOPERATIVE and payment shall be made to cause the administration of all actions approved by the BOARD OF DIRECTORS.

B. The Benefit Fund.

Payments into the Benefit Fund will be developed and administered in the following manner:

1. Before the start of each fiscal year, the BOARD OF DIRECTORS, based upon the advice and recommendation of the EXECUTIVE COMMITTEE, will determine on the basis of financial data the amount of total payments from all MEMBERS necessary to fund anticipated benefit payments and the cost of insurance.

2. The BOARD OF DIRECTORS, based upon the recommendation of the EXECUTIVE COMMITTEE will also determine how this total amount of anticipated expenses should be divided among the MEMBERS. The charges to be made to the MEMBERS shall be determined by a vote of the BOARD OF DIRECTORS which shall, in establishing such sums due, treat all similarly situated MEMBERS in an equal manner. Such a vote must receive at least the concurrence of two-thirds (2/3) of a quorum at a BOARD OF DIRECTORS meeting.

3. The BOARD OF DIRECTORS may, each fiscal year, choose an allocation of the payments into the Benefit Fund whereby some or all of the costs are divided among the MEMBERS based upon general in-

creases or decreases in the total costs of the COOPERATIVE without regard to the claims made against individual MEMBERS or it may elect to grant debits or credits based upon the individual plans offered by the MEMBERS or the level of claims. Debits or credits may be expressed through the use of a banding formula.

4. In the event that the BOARD OF DIRECTORS shall fail to approve the charges or allocations by the requisite vote, the charges and allocations for the next year shall, until and unless modified, be based upon the prior year's allocations with charges increased by ten percent (10%) and additionally subject to the obligation to make Supplementary Payments.

5. The COOPERATIVE may purchase such other insurance coverage as may be approved by the EXECUTIVE BOARD.

6. Without regard to any other provision contained herein, the EXECUTIVE BOARD may establish charges to be paid by the MEMBERS for life insurance benefits to be based upon total pooling of the experience of all MEMBERS with each MEMBER paying the same cost per employee for such life insurance coverage. The time at which a determination regarding the amounts due for such life insurance coverage and the manner in which such amounts shall be paid shall be the same as that established for other payments into the Benefit Fund. The EXECUTIVE BOARD may also establish a

program to provide dental or other benefits to MEMBERS which wish such coverage.

C. The Wellness Fund.

Payments into the Wellness Fund will be developed and administered in the following manner:

1. Before the start of each fiscal year, the EXECUTIVE BOARD, based upon the advice and recommendation of the EXECUTIVE DIRECTOR, will determine on the basis of financial data the amount of total payments from all MEMBERS necessary to fund anticipated wellness related expenses and wellness incentives.

2. The EXECUTIVE BOARD, based upon the recommendation of the EXECUTIVE DIRECTOR, will also determine how this total amount of anticipated expenses should be divided among the MEMBERS. The charges to be made to the MEMBERS shall be determined by a vote of the EXECUTIVE BOARD which shall, in establishing such sums due, treat all similarly situated MEMBERS in an equal manner. Such a vote must receive at least 10 affirmative votes of the MEMBERS of the EXECUTIVE BOARD.

3. The EXECUTIVE BOARD may, each fiscal year, choose an allocation of the payments into the Wellness Fund whereby some or all of the costs are divided among the MEMBERS based upon general increases or decreases in the total costs of the COOPERATIVE without

regard to the claims made against individual MEMBERS or it may elect to grant debits or credits based upon the individual plans offered by the MEMBERS or the level of claims.

4. In the event that the EXECUTIVE BOARD shall fail to approve the charges or allocations by the requisite vote, the charges and allocations for the next year shall, until and unless modified, be based upon the prior year's allocations with charges increased by ten percent (10%) and additionally subject to the obligation to make Supplementary Payments.

D. General Fiscal Matters.

The EXECUTIVE BOARD shall provide to the MEMBERS an annual audit of the financial affairs of the COOPERATIVE to be made by a certified public accountant at the end of each fiscal year in accordance with generally accepted auditing principles.

E. Supplementary Payments.

If, during any year, the funds on hand are not sufficient to pay benefits or administrative expenses which are the responsibility of the COOPERATIVE and not through a failure of insurance coverage or other causes, the EXECUTIVE BOARD shall require Supplementary Payments. The increased payments shall be computed utilizing the same method under which payments were made for the year in question and except for payments into the Administrative Fund where payments shall be made by all MEMBERS, they shall only be due from MEMBERS which were entitled to receive benefits from the account which requires Supplementary Payments. If a MEMBER transfers employees and officers from a fund where Supplementary Payments are due to another fund, a determination shall be made by the EXECUTIVE BOARD as to the amount of Supplementary Payments due from that MEMBER arising from its prior participation in that fund.

F. Terminal Reserves

During any fiscal year, and with the approval of the Treasurer, a MEMBER may withdraw from the COOPERATIVE any amount of Terminal Reserves provided that there shall be deducted from that payment any amounts owed by the MEMBER or reasonably anticipated to be owed by the MEMBER to the COOPERATIVE either being then due and payable or estimated to be due based upon tentative figures or preliminary audits, or any other amounts due from the MEMBER to the COOPERATIVE. The Treasurer may always deduct from a MEMBER's Terminal Reserves any amounts necessary to pay for that MEMBER's obligations to the COOPERATIVE. Within thirty (30) days after a final audit, approved by the EXECUTIVE BOARD, the amounts then determined to be owed to the COOPERATIVE shall be deducted from the Terminal Reserves. Thereafter, the MEMBER shall receive a determination of the Treasurer within sixty (60) days of a written request. The Treasurer shall provide a written report to the EXECUTIVE COMMITTEE of any approved requests for withdrawals from Terminal Reserves within sixty (60) days after the withdrawal. If the COOPERATIVE shall have advanced funds on behalf of a MEMBER such that the MEMBER is expected to have a deficit balance in its Terminal Reserves, then, within sixty (60) days after written notice, the MEMBER shall be required to pay to the

COOPERATIVE at least sufficient funds so as to remove the deficit in its Terminal Reserves.

G. Suspension or Termination of Claim or Other Payments.

In any situation, where the EXECUTIVE COMMITTEE should determine that a Members has not promptly paid to the COOPERATIVE any financial obligation then due, which is in excess of the amount of $50,000.00, or is more than one-half of one month's contribution, whichever is less, it may direct that the payment of the Member's claims or other sums sought shall be suspended or terminated for a specified period of time or until certain specified actions have taken place. If the decision is made by the EXECUTIVE COMMITTEE, the suspension may be for a period of time up to and including the date at which the EXECUTIVE BOARD considers and takes action relating to a proposed termination of membership or other action. The EXECUTIVE COMMITTEE shall notify the Members of the EXECUTIVE BOARD of its decision. The EXECUTIVE BOARD may also vote to suspend or terminate the payment of claims in the situations provided for above.

As is provided in the PURPOSE section, the IPBC is to "jointly administer some or all of the personnel benefit programs offered by its MEMBERS to their officers and employees." The COOPERATIVE has determined that the funding of those administrative acts is dependent upon the prompt and full payment by MEMBERS of their obligations. A defaulting MEMBER, rather than the COOPERATIVE, shall be fully responsible for any claims, demands or suits, or any increased costs allegedly caused by a suspension or termination of claim payment on behalf of a MEMBER in financial default. In case such a claim, demand, suit, or increased cost is made or incurred by the COOPERATIVE, the defaulting MEMBER shall hold harmless, defend, and indemnify the COOPERATIVE, its other MEMBERS and their officers and employees against such claim, demand, suit, or cost.

H. Payments in Error.

If the COOPERATIVE should in error pay any benefit claims, administrative fees, or other charges on behalf of a Member, which it was not obligated to pay, the Member shall, upon thirty (30) days' written notice, reimburse the COOPERATIVE for the amounts improperly paid.

ARTICLE IX. Plan of Benefits, HMOs and Reductions In Coverage.

MEMBERS may change the Plan of Benefits provided at any time, but shall notify the EXECUTIVE DIRECTOR at least one hundred twenty (120) days prior to the intended effective date of such change; and such change shall be subject to a redetermination on the underwriting basis of the payments due the COOPERATIVE. The EXECUTIVE DIRECTOR shall make a determination as to the amount of the increased or reduced payment required in light of the change. If the MEMBER should dispute the amount of the redetermination, an initial decision regarding such amount shall be made by the EXECUTIVE COMMITTEE with an appeal to the EXECUTIVE BOARD. In the event that the EXECUTIVE DIRECTOR should determine that the proposed change provides a level or type of coverage, the cost of which cannot be determined on an underwriting basis or which would provide an excessive risk to the COOPERATIVE, or is inconsistent with the insurance purchased by the COOPERATIVE or would otherwise not be in the best interest of the COOPERATIVE, the EXECUTIVE DIRECTOR shall present that opinion and the reasons supporting that opinion in writing to the MEMBER requesting the change and to the Chair and the EXECUTIVE DIRECTOR. The change shall not come into effect within the COOPERATIVE's plan of benefits except in the manner recommended by the EXECUTIVE DIRECTOR unless the decision of the EXECUTIVE DIRECTOR is overturned or modified by the EXECUTIVE COMMITTEE or the EXECUTIVE BOARD. The MEMBER may institute the change, but shall be individually financially responsible for the administration and payment of such benefits as are not eventually authorized to be provided within the COOPERATIVE. The EXECUTIVE DIRECTOR shall as promptly as possible re-price covered benefits. No claim may be made against the COOPERATIVE for the unauthorized change.

The COOPERATIVE may offer to its MEMBERS participation in an HMO Fund separate from the Benefit Fund to pay the costs of providing HMO services to the officers and employees of the participating MEMBERS. Accounting for this Fund, including surplus or deficit amounts, shall be separate from the Benefit Fund. For any fiscal year if the EXECUTIVE BOARD of the COOPERATIVE votes to provide an HMO Fund for the fiscal year, all MEMBERS offering HMO benefits to their officers and employees shall only offer the Plan of Benefits of the COOPERATIVE'S HMO Fund or those in union-sponsored programs.

An HMO Plan of Benefits shall mean any plan which provides benefits to participants through a restriction on the doctors who provide services, an absence of substantial deductible or co-payments and an absence of or simplified claim forms. An HMO Plan of Benefits may be offered by the COOPERATIVE either through joint purchase or pooling.

The rates for the HMO Plan or Plans of Benefits offered by the COOPERATIVE for the specific plans of its MEMBERS shall be established by the EXECUTIVE BOARD. The Board may establish an average annual rate percentage change for the HMO Fund as a whole, and may then, through the use of a banding formula, establish bands of no more than 10 percentage points more or less than the average annual price adjustment for those MEMBERS whose claims experience has been above or below the average. It may also approve other allocation formulas.

Where the COOPERATIVE establishes set rates, under two (2) circumstances and upon a report of the EXECUTIVE DIRECTOR, the EXECUTIVE BOARD may individually rate a MEMBER or MEMBERS. Where the actual paid claims, incurred by a MEMBER during any two (2) or more years of a three (3) year period, were both in the highest or both in the lowest bands, or where it is discovered that claim history material submitted by a MEMBER was improperly stated, that MEMBER or MEMBERS may be individually rated and may be required to contribute to the appropriate Fund a sum no more than 100% greater or lesser than the amount which would be payable had that MEMBER or MEMBERS been rated with the group as a whole. Such individual rating shall carry into another cycle until such time as the paid claims of the MEMBER have declined for a year so that the MEMBER would be entitled to be rated with the group as a whole.

If, for any year or years, the EXECUTIVE BOARD should determine that there are surplus funds within the HMO Fund which can be distributed to the MEMBERS without harming the fiscal integrity of the HMO Fund, those surplus funds shall be distributed to all existing and prior MEMBERS of the COOPERATIVE (who validly withdrew) who made contributions into the HMO Fund in the proportion in which those contributions were made. A determination as to whether surplus funds shall be distributed to the remaining MEMBERS of the COOPERATIVE shall be made from time-to-time by the EXECUTIVE BOARD.

If a MEMBER, in accordance with the By-Laws, elects to withdraw from the COOPERATIVE, or if it has no officers or employees who will receive the HMO Plan of Benefits for the next fiscal year, it shall be the obligation of that MEMBER to pay all the claims of its officers and employees for HMO services under the COOPERATIVE which were performed prior to the commencement of that next fiscal year, but not submitted and processed before the end of that fiscal year, but within the time period allowed for submissions. The EXECUTIVE COMMITTEE, on the recommendation of the EXECUTIVE DIRECTOR, may require a MEMBER to pre-fund an amount estimated to be sufficient to pay for such HMO runoff claims and administration.

Within sixty (60) days after the approval of the audit of the COOPERATIVE's HMO Fund for the prior fiscal year, a final accounting of funds owed or owing shall take place. If a MEMBER which has offered an HMO Plan of Benefits shall have no officers or employees receiving such benefits in a subsequent fiscal year, or if that MEMBER has validly withdrawn from the COOPERATIVE, then that MEMBER, subject to a pre-funding of HMO run-off claims and administration, shall be entitled to its percentage of any surplus funds within the HMO Fund. The payment of surplus funds or the receipt of amounts otherwise due from the MEMBER shall be carried out in accordance with the provisions of Article XVII.

In the event that HMO coverage is no longer offered by the COOPERATIVE, any surplus funds remaining shall, after audit and the setting aside of run-off amounts, be distributed to the MEMBERS (except for expelled MEMBERS) in the proportion in which they contributed funds to the HMO Fund.

If the number of employees or officers of the MEMBERS eligible to receive some portion of any of the COOPERATIVE's benefits should decline or where for some other reason the EXECUTIVE DIRECTOR is concerned about the ability of a specific fund to cover potential claims, the matter shall be brought to the attention of the EXECUTIVE COMMITTEE and the EXECUTIVE BOARD. The EXECUTIVE BOARD may determine that the coverage shall no longer be offered or its scope or amount of coverage shall be prospectively reduced. A decision to make such a reduction shall not become effective for at least sixty (60) days after the vote of the EXECUTIVE BOARD.

ARTICLE X. Insurance and Other Coverages.

The COOPERATIVE may purchase insurance from a company permitted to write such coverage in Illinois. The COOPERATIVE may also join with other intergovernmental entities to provide collective self-insurance. The obligation of any MEMBER to the COOPERATIVE shall be limited to funding those benefits collectively self-insured by the COOPERATIVE. No MEMBER shall be responsible for the benefit claims of another

MEMBER which were to be paid by insurance but were not paid or at levels above the insurance purchased for MEMBERS.

ARTICLE XI. Obligations of Members.

The obligations of MEMBERS of the COOPERATIVE shall be as follows:

(a) To appropriate or budget for, where necessary to levy for and to promptly pay all monthly and supplementary or other payments to the COOPERATIVE at such times and in such amounts as shall be established by the EXECUTIVE BOARD within the scope of this Contract and By-Laws. Any delinquent payments shall be paid with a penalty which shall, for the period of non-payment, be equivalent to the prime rate of interest on the date of delinquency charged by the bank in Illinois with the largest assets or the highest interest rate allowed by statute to be paid by an Illinois non-home rule municipality whichever is greater. In the event that the COOPERATIVE shall be required to expend funds for administrative, legal, or other costs brought about by the failure of a MEMBER to pay sums owed the COOPERATIVE or to otherwise comply with its obligations, such amounts expended shall be added to the sums due the COOPERATIVE and shall be payable by the MEMBER. In the event that a MEMBER of the COOPERATIVE should sue the COOPERATIVE or any of its MEMBERS or officers regarding an interpretation of this Contract and By-Laws, an action taken by the EXECUTIVE BOARD or officers or any other matter arising out of its membership in the COOPERATIVE, and should not be the prevailing party in that suit, it shall, as part of its contractual obligation to this COOPERATIVE, pay the reasonable attorneys' fees and other costs and expenses expended by the COOPERATIVE in defending against that suit.

(b) During its entire membership in the IPBC, a MEMBER shall only exclusively provide to its employees and officers, except independent contractors, or those in union-sponsored programs, the health and accident benefits and associated life insurance coverage of the COOPERATIVE. In entering into this intergovernmental agreement, each MEMBER, sub-pool, and sub-pool member acknowledges, recognizes, and accepts that intergovernmental agreements are voluntary associations where the MEMBERS can determine, by contract and, by authorized actions of the EXECUTIVE BOARD and the EXECUTIVE COMMITTEE, the identity of the MEMBERS, how MEMBERS and those otherwise bound can be admitted, dealt with during membership and expelled.

(c) To select a person to serve on the EXECUTIVE BOARD and to select an alternate representative.

(d) To allow the COOPERATIVE reasonable access to all facilities of the MEMBER and all records including but not limited to financial records which relate to the purpose and powers of the COOPERATIVE.

(e) To furnish full cooperation with the COOPERATIVE's EXECUTIVE DIRECTOR, Committees, attorneys, claims adjusters, the EXECUTIVE

DIRECTOR and any Board or committee, agent, employee, officer or independent contractor of the COOPERATIVE relating to the purpose and powers of the COOPERATIVE.

(f) To furnish the COOPERATIVE with a copy of revisions to its written benefit program at least one hundred twenty (120) days prior to the effective date of such change.

(g) To report to the COOPERATIVE as promptly as possible all claims made to it within its benefit program as administered by the COOPERATIVE.

(h) To follow those procedures regarding the administration of and application for benefits adopted by the EXECUTIVE BOARD which do not reduce the level of benefits contained within any MEMBER's individual benefit program, which are to be paid for by funds of or through the COOPERATIVE. For example, large case management, frequency and amount of claim submissions and wellness programs. The adoption of such procedures shall require at least the concurrence of no less than 8 votes of the members of the EXECUTIVE BOARD.

(i) This Contract and By-Laws document is not intended to create or provide any rights in third-parties, including, but not limited to the individuals to whom the MEMBERS provide benefits.

ARTICLE XII. Liability of EXECUTIVE BOARD or Officers.

The MEMBERS of the EXECUTIVE BOARD or officers of the COOPERATIVE should use ordinary care and reasonable diligence in the exercise of their power and in the performance of their duties hereunder; they shall not be liable for any mistake of judgment or other action made, taken or omitted by them in good faith; nor for any action taken or omitted by any agent, employee or independent contractor selected with reasonable care; nor for loss incurred through investment of COOPERATIVE funds, or failure to invest. No Director shall be liable for any action taken or omitted by any other Director. No Director shall be required to give a bond or other security to guarantee the faithful performance of their duties hereunder. The Administrative Fund shall be used to defend and hold harmless any Director or officer for actions taken by the EXECUTIVE BOARD, the EXECUTIVE COMMITTEE, Committee members, or performed by the Director within the scope of his or her authority. The COOPERATIVE may purchase insurance providing similar coverage for such Directors or officers.

ARTICLE XIII. Additional Insurance.

The EXECUTIVE DIRECTOR, through the distribution of the minutes of the EXECUTIVE BOARD or through other means, shall inform all MEMBERS of the scope and amount of insurance in force from time-to-time. Membership in the COOPERATIVE shall not preclude any MEMBER from purchasing any insurance coverage above those amounts or in addition to that purchased by the COOPERATIVE. The COOPERATIVE may also create and administer programs to pay dental or other claims. All funds for the operation of such programs shall be accounted for separately and the financial obligations arising from such programs shall only be the responsibility of MEMBERS which participate.

ARTICLE XIV. Disputes Over Coverage.

In the event that a MEMBER should question whether its employee or officer or that of a listed entity is entitled to payments, that MEMBER shall, in writing, direct the COOPERATIVE not to pay any further amounts arising from such claim after the date of the receipt of the written direction. When so directed, the COOPERATIVE shall not pay such claim unless the MEMBER's order is withdrawn. Provided, however, that the MEMBER shall defend and hold harmless the COOPERATIVE against all costs, including defense costs, or damages which the COOPERATIVE shall incur in acting on the direction of the MEMBER. The COOPERATIVE may require the MEMBER to advance funds to support this obligation and on a failure of the MEMBER to do so, it may choose to make the payment.

In the event that an officer or employee or other person claiming benefits from a MEMBER or the MEMBER itself should contest the decision of the EXECUTIVE BOARD, which declines to pay a benefit in whole or in part, the decision of the EXECUTIVE BOARD shall be final in the absence of fraud. The COOPERATIVE shall have no financial responsibility if a company which provides insurance for benefit claims refuses or is unable to pay such claims. In the absence of action by the EXECUTIVE BOARD to recover such funds from the Company the MEMBER affected may pursue the matter at its expense.

ARTICLE XV. Contractual Obligation.

This document shall constitute a contract among the MEMBERS of the COOPERATIVE. The obligations and responsibilities of the MEMBERS set forth herein including the obligation to take no action inconsistent with this Contract and By-Laws as originally written or validly amended shall remain a continuing obligation and responsibility of the MEMBER. The terms of this contract may be enforced in a court of law either by the COOPERATIVE itself or by any of its MEMBERS. The consideration for the duties herewith imposed upon the MEMBERS to take certain actions and to refrain from certain other actions shall be based upon the mutual promises and agreements of the MEMBERS set forth herein and the advantage gained by MEMBERS in anticipated reduction of administrative costs for the processing of personnel benefits. Provided, however, that the financial obligations of a MEMBER are limited to that agreed to herein or such additional obligations as may come about through amendments to these By-Laws. The Scope of Coverage of the COOPERATIVE shall extend only to the MEMBERS. This intergovernmental agreement is not intended to, nor does it grant, any rights, including but not limited to, the right to an interpretation of its provisions or benefits to any third-parties.

ARTICLE XVI. Expulsion of Members.

By at least the concurrence of the vote of 8 members of the EXECUTIVE BOARD, any MEMBER may be expelled. Such expulsion, which shall take effect in the manner set out below, may be carried out for one or more of the following reasons:

(a) Failure to make any payments due to the COOPERATIVE,

(b) Failure to exclusively provide to its employees and officers, except independent contractors, or those in union-sponsored programs, the health and accident benefits and associated life insurance coverage of the COOPERATIVE,

(c) Failure to furnish full cooperation with the COOPERATIVE's attorneys, EXECUTIVE DIRECTOR, and any agent, employee, officer or independent contractor of the COOPERATIVE relating to the purpose and powers of the COOPERATIVE,

(d) Failure to carry out any obligation of a MEMBER which impairs the ability of the COOPERATIVE to carry out its purpose and powers.

No MEMBER may be expelled, except after notice from the COOPERATIVE, of the alleged failure along with a reasonable opportunity of not less than fifteen (15) days to cure the alleged failure. The MEMBER, within that 15-day period, may request a hearing before the EXECUTIVE BOARD before any decision is made as to whether the expulsion shall take place. The EXECUTIVE BOARD shall set the date for a hearing which shall not be less than fifteen (15) days after the expiration of the time to cure has passed. The EXECUTIVE BOARD may appoint a hearing officer to conduct such hearing and make a recommendation to the EXECUTIVE BOARD based upon findings of fact. If the Board conducts the hearing itself, it may make a decision at the close of the hearing. A decision by the EXECUTIVE BOARD to expel a MEMBER after notice and hearing and a failure to cure the alleged defect shall be final unless the EXECUTIVE BOARD shall be found by a court to have committed a gross abuse of discretion. After expulsion, the former MEMBER shall continue to be fully obligated for any payments due to the COOPERATIVE which were created during the term of its membership along with any other unfulfilled obligation as if it were still a MEMBER of the COOPERATIVE.

The obligation of the COOPERATIVE to administer the claims filed under the benefit program of the expelled MEMBER shall cease thirty (30) days after the date of expulsion, provided that the MEMBER is not in financial arrears to the COOPERATIVE. If the expelled MEMBER is in financial arrears to the COOPERATIVE, including estimated deficits, the administration of claims shall cease immediately upon expulsion. After expulsion, the COOPERATIVE or its EXECUTIVE DIRECTOR may agree by contract to administer and pay the claims of the expelled MEMBER using funds furnished by the expelled MEMBER. The expelled MEMBER shall be required to pay the cost of the transfer of such document if it should choose to pay claims by itself or through others.

ARTICLE XVII. Withdrawal of a Member and Continuation or Termination of the COOPERATIVE.

MEMBERS shall have the right to withdraw from membership at the end of any fiscal year if proper notice of withdrawal is given in the manner provided in this Article. The obligation of a MEMBER shall include continuing participation with regard to all classes of officers and employees of the MEMBER, not including its listed entities, established as being entitled to benefits at the commencement of each fiscal year. Provided, however, that if a MEMBER should choose to end continuing participation with regard to officers and employees of the MEMBER, other than at the end of a one-year term, who are to be provided health and life insurance coverage in a union-sponsored program, the

COOPERATIVE shall permit such withdrawal, but it may re-price the costs of benefits to the continuing employees or officers based upon the same underwriting criteria used by that COOPERATIVE in the normal course of its business. If officers or employees are withdrawn from the COOPERATIVE into a union-sponsored program, they may subsequently be returned to coverage, but only on an underwriting basis. In addition, when the withdrawal is into a union-sponsored program, no MEMBER shall be expelled from the COOPERATIVE if the continuing employees or officers meet the general criteria required from time-to-time for other MEMBERS of the COOPERATIVE. If a MEMBER, which no longer meets the underwriting criteria as a MEMBER should be voluntarily admitted to an intergovernmental agency (sub-pool), which itself is a MEMBER of the COOPERATIVE, it may continue receiving benefits from the COOPERATIVE under the Contract and By-Laws of the Intergovernmental Agency. Provided, however, that upon at least 10 affirmative votes of the MEMBERS of the EXECUTIVE BOARD, any MEMBER may be relieved of continuing participation with regard to a particular class or classes of officers and employees of the MEMBER. In addition, a MEMBER shall only be required to provide continuing participation for those persons within such classes of officers and employees as are actually employed or working for the MEMBER.

Any MEMBER of the COOPERATIVE may withdraw from the COOPERATIVE at the end of a fiscal year of the COOPERATIVE upon the giving of at least ninety (90) days prior written notice of withdrawal. Such notice shall be addressed to the Chairman of the COOPERATIVE and the EXECUTIVE DIRECTOR, and shall be accompanied by a resolution of the Corporate Authorities of the MEMBER electing to withdraw from the

COOPERATIVE.

If a MEMBER should withdraw from the COOPERATIVE and the contract between the COOPERATIVE and providers do not provide for mandatory run-off claim payments, no benefit claims of the MEMBER shall be processed or paid by the COOPERATIVE after the close of the fiscal year in which withdrawal takes place, unless the withdrawing MEMBER shall enter into a contract with the COOPERATIVE or the provider to provide such services using funds furnished by the withdrawing MEMBER. Pending claims and other records relating to the withdrawing MEMBER shall, in the absence of such a contract, be turned over to that MEMBER in a prompt manner and at that MEMBER's cost.

If a MEMBER should withdraw from the COOPERATIVE, as of the date of its withdrawal, individual stop loss or aggregate stop loss insurance policies purchased by the COOPERATIVE, on behalf of its MEMBERS, will likely contain provisions which will provide that such insuring entities will be required to pay no claims of a withdrawing MEMBER which were not paid during the time of its Membership. Withdrawing MEMBERS will be required to pay such claims not paid during the time of its Membership. Withdrawing MEMBERS may wish to explore individually purchasing extensions of such insurance policies if available to them from the insuring entities or arrange for alternate insurance coverages. MEMBERS should be aware of such payment obligations which will not be those of the COOPERATIVE except in the unlikely event that such individual stop loss or aggregate insurance policies provide for additional coverage.

With regards to benefit claims and administrative fees after a MEMBER withdraws in any way from the COOPERATIVE, the contract between the COOPERATIVE and the entity offering HMO benefits may provide that the COOPERATIVE is responsible for certain payments to the HMO for benefit claims and administrative costs for a continuing period. If a contract contains such a provision, the withdrawing MEMBER is responsible for the payment to the COOPERATIVE for all of such payments for the period contained within that agreement.

With regards to benefit claims and administrative fees after a MEMBER withdraws in any way from the COOPERATIVE, the Contract between the COOPERATIVE and the entity or entities offering other than HMO benefits may also provide that the COOPERATIVE is entitled to those entities paying the run-off claims of the withdrawing MEMBER for a period of time specified in the Contract. Such a contract may obligate the COOPERATIVE to pay the provider for the payment of the agreed-upon claims of the withdrawing MEMBERS with the specified period of time even if the withdrawing MEMBER should be in default of its obligations to pay the COOERATIVE for the previously-agreed to run-off coverage after the MEMBER'S withdrawal. Such contracts with providers may prevent the COOPERATIVE from directing the provider not to pay claims of the withdrawing MEMBER even if the withdrawing MEMBER is in default of its requirements. In some cases, the provider will advance funds and bill the COOPERATIVE after the payments have been made. Under other contracts, the provider may stop the payment for all continuing MEMBERS or MEMBERS which have withdrawn from the COOPERATIVE and have fully paid in advance or as requested for run-off claims. Because of the serious adverse affect to all of the COOPERATIVE'S MEMBERS in the event that a withdrawing MEMBER fails to pay such amounts, the COOPERATIVE may utilize any funds within the account of the withdrawing MEMBER to pay for such run-off claims or may require the withdrawing MEMBER to advance funds reasonably estimated to be paid by the provider and the COOPERATIVE in fulfilling run-off payment provisions of the previously executed contracts with the providers. All withdrawing MEMBERS shall remain fully obligated for their portion of all expenses of and claims agreed to be paid by the COOPERATIVE incurred during the period of their Membership and during any period in which contractually obligated run-off claims are to be paid. The COOPERATIVE may seek to recover those funds at any time or seek to require advance payment of estimated costs.

Within one-hundred twenty (120) days after the approval of the audit of the COOPERATIVE for the prior fiscal year, a final accounting of funds owed or owing shall take place. Such accounting shall include all funds of the COOPERATIVE. If the amount owed to or owing from the withdrawing MEMBER shall be $250,000 or less, the party owing such funds shall make payment within ninety (90) days after the final accounting. If the amount owed to or owing from the withdrawing MEMBER shall be over $250,000, the party owing such funds may pay such funds owed in no more than 13 equal monthly payments with interest at the highest amount lawfully payable by a non-home rule Illinois municipality with the first payment to commence within ninety (90) days after the final accounting is established.

If the withdrawal of MEMBERS prior to the start of the next fiscal year shall reduce the number of covered employees and officers of the remaining MEMBERS, and any new MEMBERS legally committed to membership for the next fiscal year, to less than 5,000 covered lives, the COOPERATIVE shall, except for winding up its affairs, cease its operations at the end of the then-concluding fiscal year. In that case, the EXECUTIVE BOARD shall continue to meet on such a schedule as shall be necessary to carry out the winding up of the affairs of the COOPERATIVE. If, during any fiscal year, the number of covered employees and officers should, through the withdrawal or expulsion of listed entities or attrition, be reduced to below 2,000 covered lives persons, any MEMBER may call a special meeting to discuss the feasibility of continuing the COOPERATIVE in operation until the close of that fiscal year.

If any MEMBER should file a suit against the COOPERATIVE questioning the validity of the Contract and By-Laws document, or should raise the validity of this document in a suit by

the COOPERATIVE and the validity of the Contract and By-Laws document is sustained, that

MEMBER shall pay for the full legal and defense costs of the COOPERATIVE in that suit.

By execution of this Contract and By-Laws document, we do hereby certify that its approval and our membership in the IPBC has been authorized by our governing Board.

DATED: ______________________

	________________________________
	Name:
____________________________	
Member	Title: __________________________

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
October 14, 2025

SUBJECT: Increase the number of Authorized Class A-1 Liquor Licenses

FROM: Netasha Scarpiniti, Clerk

BUDGET SOURCE/BUDGET IMPACT: N/A

RECOMMENDED MOTION: I move that the Village Board approve Ordinance G-1278, An Ordinance Amending Title 4, Chapter 1, Section 8A of the Village Code of the Village of Oak Brook, Illinois by Increasing by One to Forty-Four the Number of Authorized Class A-1 Liquor Licenses.

Background/History:

PP2, LLC, has submitted an application to the Village of Oak Brook for a Class A-1 Liquor License for their restaurant, The Purple Pig. The Purple Pig will be located at 15 Oakbrook Center. The approval of this liquor license will increase the number of Class A-1 liquor licenses in the Village of Oak Brook from 43 to 44. The Purple Pig has submitted its liquor license application per the ordinance requirements for a Class A-1 license. Staff will ensure that all documents are submitted, payment in full is made, and Development Services approves their venue before the issuance of their liquor license.

Recommendation:

Staff recommends that the Village Board approve Ordinance G-1278, An Ordinance Amending Title 4, Chapter 1, Section 8A of The Village Code of the Village of Oak Brook, Illinois, To Increase the Number of Authorized Class A-1 Liquor Licenses by one to Forty-Four for The Purple Pig.

Attachments:

1. Ordinance-LC-AL-G-1278 - Increase A-1 by one for Purple Pig

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

ORDINANCE
2025-LC-AL-G-1278

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

THE PURPLE PIG
15 OAKBROOK CENTER OAK BROOK, IL

Published in pamphlet form by authority of the
President and the Board of Trustees of the
Village of Oak Brook
On this, the 14th day of October 2025

ORDINANCE 2025-LC-AL-G-1278

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

THE PURPLE PIG, 15 OAKBROOK CENTER OAK BROOK, IL

WHEREAS, the Village of Oak Brook (hereinafter referred to as the "Village") is an Illinois Municipal Corporation organized pursuant to the laws of the State of Illinois;

WHEREAS, the Village has in full force and effect a codified set of ordinances which are of a general and permanent nature, which said codified set is known and designated as the Village Code of the Village of Oak Brook, as amended;

WHEREAS, Title 4 (Business And License Regulations), Chapter 1 (Liquor Control), Section 8a (Fees And Number Of Licenses Authorized) of the Village Code of the Village of Oak Brook authorizes certain numbers of liquor licenses and the number of such licenses issued for each class of license may be increased or decrease from time to time by ordinance approved by the Village President and Village Board of Trustees (collectively the "Corporate Authorities") due to changes in ownership of licensed premises, the creation of a new and deserving business enterprise, or the abandonment, revocation, surrender or other termination of an existing license; and

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

The Purple Pig, 15 Oakbrook Center Oak Brook, IL

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

<u>Section 1:</u> The Corporate Authorities hereby find that all the recitals hereinbefore stated as contained in the preamble to this ordinance are full, true, and correct and do hereby, by reference, incorporate and make them part of this ordinance as legislative findings.

Section 2: That Section 8A of Chapter 1 (Liquor Control) of Title 4 (Business and License Regulations) (4-1-8A) of the Village Code of the Village of Oak Brook, Illinois, be amended pursuant to the following table:

Class Of License	Application Fee	Annual License Fee	Number Issued
A-1	$2,000.00	$2,750.00	~~43~~ <u>**44**</u>
A-2	2,000.00	2,750.00	0
A-3	2,000.00	2,750.00	1
A-4	2,000.00	2,750.00	1
A-5	2,000.00	2,750.00	1
A-6	2,000.00	2,750.00	1
B	2,000.00	2,750.00	19
C	2,000.00	2,200.00	1
D	2,000.00	2,200.00	6

E	2,000.00	4,950.00	7
F	No Fee	$50 per event	Not Applicable
G	No Fee	No Fee	1
H	No Fee	No Fee	1
I	2,000.00	2,750.00	2
J	2,000.00	500.00	0
K	2,000.00	2,750.00	0
L	2,000.00	2,750.00	1
M	----	500.00	3
N	2,000.00	2,750.00	1
O	2,000.00	2,750.00	1
P	2,000.00	2,750.00	1

Additions are bold and double-underlined: ~~deletions are struck through.~~

Section 3: The title, chapter(s), and section(s) adopted by this Ordinance shall be numbered and placed in an appropriate title, chapter(s), and section(s) when and during the codification of the Oak Brook Municipal Code.

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

Section 5: This Ordinance shall be published in book or pamphlet form as provided by the Illinois Municipal Code.

Section 6: That all ordinances or parts of ordinances in conflict with the terms of this Ordinance shall be repealed to the extent of said conflict.

Section 7: If any section, paragraph, clause, or provision of this Ordinance is declared by a court of law to be invalid or unconstitutional, the invalidity or unconstitutionality thereof shall not affect the validity of the remaining provisions of the Village's Municipal Code, which are hereby declared to be separable.

Section 8: This Ordinance shall be entered into the minutes and upon the journals of the Board of Trustees of the Village of Oak Brook.

[Remainder of Page Intentionally left blank; Roll Call to follow]

APPROVED THIS 14th day of October 2025.

____
Laurence E. Herman
Village President

PASSED THIS 14th day of October 2025.

Ayes: ____

Nays: ____

Absent: ____

ATTEST:

____
Netasha Scarpiniti
Village Clerk

ITEM 8.B.
BOARD OF TRUSTEES MEETING
SAMUEL E. DEAN BOARD ROOM
BUTLER GOVERNMENT CENTER
1200 OAK BROOK ROAD
OAK BROOK, ILLINOIS
630-368-5000

AGENDA ITEM

Board of Trustees Regular Meeting
of
October 14, 2025

SUBJECT: Trustee Initiative — Attorney General's Investigation and Findings Regarding OMA

FROM: Greg Summers, Village Manager

BUDGET SOURCE/BUDGET IMPACT: N/A

RECOMMENDED MOTION: Discussion only per the Trustee Initiative

<u>Background/History:</u>
Trustees Nagle, Jain and Tiesenga have put forth a Trustee Initiative to discuss the "Attorney General's investigation and findings regarding OMA."

This determination letter is in response to two separate PAC complaints, filed by Don Adler, alleging violations of the Open Meetings Act: 1) for multiple Trustees attending the Sports Core Committee meetings on the OBBT proposal; and 2) the Sports Core "subcommittee" meetings. The attached determination from the Public Access counselor represents a split decision, which is about 75% favorable to the Village. In summary, the PAC concluded that although a majority of quorum of the members of the Board attended the SCAC meetings, only two trustees participated in discussions while the remaining officials only observed the proceedings. Accordingly, this there is no violation of OMA on either April 29, 2025 not the May 21, 2025.

As to the "subcommittee," the PAC concluded that despite the "subcommittee" having no quorum of any public body and not being formally appointed in any manner, yet since four of the six-member group's participants are accountable to the Village's President and Board as either trustees or SCAC members, and it presented recommendations to the SCAC, it is therefore a "public body" while the PAC simultaneously noting "the Board does not appear to have made any final decisions related to [t]he Sports Core and has publicly posted the financial findings of the group" and that further "no further remedial action is needed."

The PAC determined that this matter is closed and does not require any corrective actions.

Recommendation:
Discussion only per the Trustee Initiative

Attachments:
1. PAC 87330 87702 Determination Let

OFFICE OF THE ATTORNEY GENERAL
STATE OF ILLINOIS

KWAME RAOUL
ATTORNEY GENERAL

September 24, 2025

Via electronic mail
Mr. Donald Adler
dadler9093@aol.com

Via electronic mail
Mr. Greg Summers
Village Manager
Village of Oak Brook
1200 Oak Brook Road
Oak Brook, Illinois 60523
gsummers@oak-brook.org

RE: OMA Request for Review – 2025 PAC 87330; 2025 PAC 87702

Dear Mr. Adler and Mr. Summers:

This determination is issued pursuant to section 3.5(e) of the Open Meetings Act (OMA) (5 ILCS 120/3.5(e) (West 2024)). Because the two above-referenced Requests for Review both pertain to The Sports Core, a multipurpose recreational center owned and operated by the Village of Oak Brook (Village), this office has consolidated the two matters.

BACKGROUND

On June 10, 2025, Mr. Donald Adler submitted a Request for Review (2025 PAC 87330) to the Public Access Bureau alleging that the Village's Sports Core Advisory Committee (SCAC) has a "subcommittee," and that this group has not adhered to OMA's requirements. Mr. Adler explained that the SCAC is a resident advisory committee that advises the Village's Board of Trustees (Board), and that the SCAC was currently reviewing a proposal by a service provider to expand the scope of its services at a clubhouse within The Sports Core. He asserted that the group at issue "was appointed by the Village President which has met and reviewed the proposal along with other potential funding alternatives for updating and renovating the B&T Clubhouse as well as its related swim and tennis facilities."[1] Mr. Adler contended that the group is a "public body" under OMA and that the group met sometime after the SCAC's April 29, 2025, meeting without adhering to OMA's requirements. He included a copy of his communications with the Village Manager concerning the SCAC and the group.

On June 20, 2025, this office forwarded a copy of the Request for Review to the Village and asked it to provide a written response to Mr. Adler's allegation that the group advising the SCAC is a "public body" and therefore required to abide by OMA. On July 7, 2025, this office received the response. On July 8, 2025, this office forwarded a copy of the Village's response to Mr. Adler; he replied on July 13, 2025.

On June 25, 2025, Mr. Adler submitted an additional Request for Review (2025 PAC 87702) alleging that the SCAC held meetings on April 29, 2025, and May 21, 2025, which were attended by some Board members. He contended that these meetings also constituted meetings of the Board because a quorum of Board members attended both meetings, and at least two trustees, who are Board liaisons to the SCAC, "engaged in substantial discussions of 'Village Business' in those meetings."[2]

On July 10, 2025, this office forwarded a copy of this Request for Review to the Village and asked it to provide a response addressing whether the SCAC meetings held on April 29, 2025, and May 21, 2025, also constituted meetings of the Board. On July 21, 2025, this office received the requested response. On July 28, 2025, this office forwarded a copy of the Village's response to Mr. Adler; he replied on August 18, 2025.

This office subsequently requested from the Village copies of any recordings or notes of the meetings in question. Counsel for the Village provided recordings and draft minutes of the April 29, 2025, and May 21, 2025, meetings at issue in 2025 PAC 87702, and indicated that there were no notes or recordings of the meetings at issue in 2025 PAC 87330.

DETERMINATION

"In order that the people shall be informed, the General Assembly finds and declares that it is the intent of [OMA] to ensure that the actions of public bodies be taken openly and that their deliberations be conducted openly." 5 ILCS 120/1 (West 2024).

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[1]E-mail from Donald N. Adler to [Christina McCullough] (May 27, 2025).

[2]E-mail from Donald N. Adler to Teresa Lim, Deputy Bureau Chief, Public Access Bureau, Office of the Attorney General, State of Illinois (June 25, 2025).

"Meetings" subject to OMA (2025 PAC 87702)

For the requirements of OMA to apply, a gathering must constitute a "meeting" as defined by section 1.02 of OMA (5 ILCS 120/1.02 (West 2024)):

> "Meeting" means any gathering, whether in person or by video or audio conference, telephone call, electronic means (such as, without limitation, electronic mail, electronic chat, and instant messaging), or other means of contemporaneous interactive communication, of a majority of a quorum of the members of a public body held for the purpose of discussing public business[.]

In its response to this office, the Village stated that the Board is comprised of seven members. Accordingly, four members of the Board comprise a quorum, and a majority of the quorum is three members. Therefore, a gathering in which at least three members of the Board discuss "public business" would ordinarily constitute a meeting of the Board that would be subject to the procedural safeguards and requirements of OMA.

The mere presence of a majority of a quorum of a public body's members at a gathering does not trigger the requirements of OMA. *See University Professionals of Illinois v. Stukel*, 344 Ill. App. 3d 856, 868 (2003) (acknowledging that OMA is not "triggered every time public officials meet and converse"). "Rather, the Act is designed to prohibit secret deliberation and action on business which properly should be discussed in a public forum due to its potential impact on the public." *People ex rel. Difanis v. Barr*, 83 Ill. 2d 191, 202 (1980).

The Office of the Attorney General has stated, "whether a gathering falls within the definition of meeting as used in the Act, would depend upon the peculiar facts in each situation." 1974 Ill. Att'y Gen. Op. No. S-726, issued March 22, 1974, at 7. "In theory, there is no absolute prohibition against the members of a public body attending an 'informational meeting' without triggering the application of" OMA, as long as the members do not make "[d]eliberational statements" or engage in "unrecorded discussions" amongst themselves. Ill. Att'y Gen. Op. No. 95-004, issued July 14, 1995, at 10-11. In that opinion, the Attorney General concluded that the "mere fact that a majority of a quorum of the members of a public body attend and participate in a <u>bona fide</u> presentation on new legislative developments in an area of public concern" did not make the presentation subject to OMA, but the extensive discussions of public business by members of two county boards during the presentation did trigger the requirements of OMA. (Emphasis in original.) Ill. Att'y Gen. Op. No. 95-004, at 10-11. In addition, the requirements of OMA apply not only to those gatherings in which public bodies attempt to reach an accord or take formal actions, but also to gatherings where there are discussions of public business for the purpose of collecting information. Ill. Att'y Gen. Pub. Acc. Op. No. 23-003, issued March 14, 2023, at 6-7 (determining that a board improperly held a meeting without following OMA's requirements where a majority of a quorum of the board gathered and exchanged information on issues of board business during a "Meet and Greet" gathering).

The Village denied that the SCAC's April 29, 2025, and May 21, 2025, meetings also constituted meetings of the Board. The Village stated that the SCAC is comprised of eight members, who are Village residents, and that the SCAC "was tasked with reviewing and discussing potential funding options for the capital needs of the Village's sports facilities."[3,4] The Village further stated that two trustees, Melissa Martin and Michael Manzo, attended and participated in the two meetings. The Village acknowledged that a few other Village officials also attended. Specifically, President Larry Herman and Trustee Naveen Jain submitted affidavits acknowledging that they attended the April 29, 2025, and May 21, 2025, meetings, but averring that they did not participate in the meetings or engage in conversations with Trustees Martin or Manzo. Trustee Edward Tiesenga also acknowledged attending the April 29, 2025, meeting but averred that he did not participate in the meeting or engage in conversation with Trustees Martin or Manzo. The Village explained that the trustees attended because of the high community interest in the matter.

In reply to that answer, Mr. Adler maintained that the two meetings were also meetings of the Board based on the presence of a majority of a quorum of members. He described his observations of the discussions at the meetings and contended that, even if only Trustees Martin and Manzo engaged in the verbal discussion, "a member is also participating in the deliberation when they are listening to the discussion."[5]

The draft minutes of the April 29, 2025, and May 21, 2025, meetings indicate that Trustees Martin and Manzo attended and made comments; the minutes do not reflect that President Herman or any other trustees participated in the discussions. Further, this office is unable to discern from the recordings of the meetings any comments or deliberational statements made by President Herman or the other trustees.

Having reviewed the Village's response and affidavits, as well as the meeting minutes and recordings, this office has insufficient evidence to conclude that the Board held "meetings" on April 29, 2025, or May 21, 2025. Although at least a majority of quorum of the members of the Board attended the SCAC meetings, this office has not received information to contradict the Village's assertion that only two trustees participated in discussions of public

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[3]Letter from Marissa N. Spencer, Ottosen DiNolfo Hasenbalg & Castaldo, to Teresa Lim, Deputy Bureau Chief, Illinois Attorney General, Public Access Bureau (July 21, 2025), at [1].

[4]Letter from Marissa N. Spencer, Ottosen DiNolfo Hasenbalg & Castaldo, to Teresa Lim, Deputy Bureau Chief, Illinois Attorney General, Public Access Bureau (July 21, 2025), at [1].

[5]E-mail from Don Adler to Teresa Lim, Deputy Bureau Chief, Public Access Bureau, Office of the Attorney General, State of Illinois (August 18, 2025).

business while the remaining officials only observed the proceedings. Accordingly, this office concludes that the Board did not violate OMA on April 29, 2025, and May 21, 2025.

Whether a Group is a "Public Body" (2025 PAC 87330)

Section 1.02 of OMA (5 ILCS 120/1.02 (West 2024)) defines "public body" to include:

> [A]ll legislative, executive, administrative or **advisory bodies** of the State, counties, townships, cities, villages, incorporated towns, school districts and all other municipal corporations, boards, bureaus, committees or commissions of this State, and any **subsidiary bodies** of any of the foregoing including but not limited to committees and subcommittees which are supported in whole or in part by tax revenue, or which expend tax revenue, except the General Assembly and committees or commissions thereof. (Emphasis added.)

An "advisory body," for purposes of OMA, is an entity that has defined responsibilities and is a formal part of the structure of the public body that it advises. *Board of Regents of Regency University System v. Reynard*, 292 Ill. App. 3d 968, 977-78 (1997). In contrast, OMA "is not intended to open to the public the deliberations of merely informal advisory committees who discuss internal" affairs of a public body. *Pope v. Parkinson*, 48 Ill. App. 3d 797, 800 (1977). Factors to consider in determining whether a group constitutes an advisory body under OMA include:

> who appoints the members of the entity, the formality of their appointment, and whether they are paid for their tenure; the entity's assigned duties, including duties reflected in the entity's bylaws or authorizing statute; whether its role is solely advisory or whether it also has a deliberative or investigative function; whether the entity is subject to government control or otherwise accountable to any public body; whether the group has a budget; its place within the larger organization or institution of which it is a part; and the impact of decisions or recommendations that the group makes. *University Professionals of Illinois v. Stukel*, 344 Ill. App. 3d 856, 865 (2003).

In *Pope*, the court held that a committee of four faculty and four student members appointed by the chancellor of a university to advise the chancellor and the director of the university's basketball arena on issues related to the arena was not subject to OMA because the committee was "not formally appointed by, or accountable to, any public body of the State." *Pope*, 48 Ill. App. 3d at 799. Rather, the committee solely advised university administrators and served at the pleasure of the chancellor. *Pope*, 48 Ill. App. 3d at 799. *See also People ex rel. Cooper v. Carlson*, 28 Ill. App. 3d 569, 572 (1975) (OMA does not apply to voluntary "technical staff" meetings of "department heads or employees who seek to improve with dispatch their performance or function of assisting in the conduct of the people's business.").

Conversely, in *Reynard*, the court concluded that the Athletic Council of Illinois State University (ISU) was an advisory body subject to OMA. *Reynard*, 292 Ill. App. 3d at 979. The Athletic Council serves "as an advisory body to the athletic director, with primary advisory responsibility to the president. It gives advice on the development of budgets and policies governing the intercollegiate athletic program." *Reynard*, 292 Ill. App. 3d at 971. The Athletic Council "exists to provide faculty input to the decision-making bodies at ISU." *Reynard*, 292 Ill. App. 3d at 972. The athletic director "is free to reject its advice and there have been occasions when he has done so. The Council deals only with internal ISU matters, it has no budget, and none of its members are paid." *Reynard*, 292 Ill. App. 3d at 972. In concluding that the Athletic Council was an advisory body subject to the requirements of OMA, however, the court emphasized that the Council is "part of the formal organizational structure of ISU and its duties and responsibilities are set forth in the supplement [to the bylaws of the ISU Senate]. The broad scope of the Council's responsibilities as set forth in the supplement contrasts sharply with the limited duties of the committee in *Pope [v. Parkinson]*." *Reynard*, 292 Ill. App. 3d at 978.

In its response to this office, the Village disputed Mr. Adler's claim that the group at issue constituted a "subcommittee" of a public body, as defined in OMA. The Village asserted that the group was not appointed through any resolution or other formal action by its Board. The Board further asserted that "[i]n forming the group Village President Herman and Village Manager Summers were mindful of the requirements of [OMA]" and thus made sure to include no more than two members of its public bodies in the group.[6] The Village stated that "[t]he working group that met was Trustee Michael Manzo, Trustee Melissa Martin, SCAC Chairman John Anos, SCAC Member Mike Stevens, Village Manager Greg Summers, and Assistant Village Manager Joe Mitchell (who served as the staff liaison)."[7]

Addressing its assigned duties and responsibilities, the Village stated:

> Prior to the creation of this working group the Village had been weighing various options to fund future upgrades and

[6]Letter from Marissa N. Spencer, Ottosen DiNolfo Hasenbalg & Castaldo, to Teresa Lim, Deputy Bureau Chief, Illinois Attorney General, Public Access Bureau (July 7, 2025), at [1].

[7]Letter from Marissa N. Spencer, Ottosen DiNolfo Hasenbalg & Castaldo, to Teresa Lim, Deputy Bureau Chief, Illinois Attorney General, Public Access Bureau (July 7, 2025), at [1].

> maintenance to its sports facilities. In order to have more productive discussions about the various funding options, this group was created to research and gather 1) the capital needs and financial costs of the proposed improvements and 2) the financial viability of various funding options. The results of the two financial analyses were then presented to the SCAC and the Village Board in order to allow them to weigh the pros and cons of the different funding options available. Much like the meetings of the staff of county development committee, in *Cooper v. Carlson,* this group's meeting was "intended to provide more efficient service" to the SCAC. 28 Ill. App. 3d 569, 571.[8]

With respect to meetings, the Village stated that the group met on three dates (May 5, 12, and 19, 2025) "to compile data and prepare the SCAC Presentation" but has no additional meetings planned.[9] The Village further stated that the group has no budget, and non-staff members are not compensated. As to the group's work, the Village contended that it was "informational only" and presented to the SCAC and Board at their May 21, 2025, and May 27, 2025, meetings, respectively, for review and discussion. Additionally, the Village asserted that the work was "not final to any degree."[10]

In reply to that answer, Mr. Adler asserted that the proposal submitted by the service provider, a catering company, would have significant operational and financial consequences for the Village if approved. He pointed out that the proposal includes a 20-year amendment to a licensing agreement with the Village and capital investments and fees totaling millions of dollars. He also stressed the strong public interest in the proposal, asserting that there was high public turnout at Board and SCAC meetings where the proposal was discussed. Mr. Adler contended that the group at issue was distinguishable from the committee in *Cooper*:

> The facts in that case are in no way parallel with those of the Oak Brook SCAC Subcommittee. [The Village attorney] states that there was no "resolution or other official action by the (Oak Brook) Village Board "appointing the members" (language from Cooper describing the facts in that case). But no such appointment

[8]Letter from Marissa N. Spencer, Ottosen DiNolfo Hasenbalg & Castaldo, to Teresa Lim, Deputy Bureau Chief, Illinois Attorney General, Public Access Bureau (July 7, 2025), at [1-2].

[9]Letter from Marissa N. Spencer, Ottosen DiNolfo Hasenbalg & Castaldo, to Teresa Lim, Deputy Bureau Chief, Illinois Attorney General, Public Access Bureau (July 7, 2025), at [2].

[10]Letter from Marissa N. Spencer, Ottosen DiNolfo Hasenbalg & Castaldo, to Teresa Lim, Deputy Bureau Chief, Illinois Attorney General, Public Access Bureau (July 7, 2025), at [2].

> is required under OMA. In the case of Cooper, the Committee in question was a "Committee" of Kane Couty Develop[me]nt Department employees, **not** elected members of the Kane County Board or appointed members of a standing resident advisory committee of the County Board, as was the case for the SCAC Subcommittee which was composed of elected Village Board and appointed SCAC members.[11] (Emphasis in original.)

Mr. Adler further contended that the Village downplayed the significance of the group's work. He asserted that the Assistant Village Manager prepared a memo on the work and conclusions of the group, and the "memo clearly states that the 'sub-committee unanimously recommended pursuing a formal partnership with a private banquet operator after extensive review of all options . . . .' That description simply doesn't square with [the Village attorney's] assertion of the Sub-Committee's work being 'informational only.'"[12] He argued that the group's "work and recommendation was a critical and integral part of the review of the [catering company] proposed transaction by the SCAC."[13]

Having reviewed the information submitted by the parties in light of the *Stukel* factors, this office concludes that the group constitutes a "public body" under OMA. Although the members were not appointed through a formal action of the Board, the Village President took part in creating and appointing the members. Moreover, the group advised two Village public bodies, the SCAC[14] and the Board, and, unlike the committee at issue in *Pope*, does not appear to solely advise a Village administrator. The group also includes members of public bodies, distinguishing it from the "technical staff" meetings of "department heads or employees" considered in *Cooper*. With respect to its place within the organization of the Village, the group was not established pursuant to an ordinance or formal policy. Nonetheless, the group appears subject to the control of the Village to a significant degree. Four of the six-member group's participants are accountable to the Village's President and Board as either trustees or SCAC members, while the remaining participants work for the Village. Further, the group's purpose extends beyond a mere advisory role. The group gathered information about various funding

[11]E-mail from Donald N. Adler to Teresa Lim, Deputy Bureau Chief, Public Access, Office of the Illinois Attorney General (July 13, 2025).

[12]E-mail from Donald N. Adler to Teresa Lim, Deputy Bureau Chief, Public Access, Office of the Illinois Attorney General (July 13, 2025).

[13]E-mail from Donald N. Adler to Teresa Lim, Deputy Bureau Chief, Public Access, Office of the Illinois Attorney General (July 13, 2025).

[14]The SCAC is established under § 2-12-1 of the Village's Code of Ordinance, and it serves as an advisory committee to the Village President and Board.

options, deliberated on the viability of those options, and presented its findings and recommendations to the SCAC and Board. This was not informal feedback. The group's findings estimated costs for more than 50 projects, provided an estimated timeline for implementation over a 20-year period, and highlighted key benefits and potential funding sources. While the group does not have its own budget or compensate non-staff members, the available information suggests that the group's analyses and recommendations have had a substantial impact on the SCAC's and Board's decision-making concerning The Sports Core. According to Mr. Adler, the SCAC has voted to approve pursuing a partnership with the provider since the presentation of the group's findings. Thus, the Village has taken significant steps towards reaching a final decision, even if the Village has not yet entered into any final agreement. Because OMA defines "public body" to include advisory bodies of a public body, and because the group exhibits key characteristics of an advisory body, this office concludes that the group is subject to the requirements of OMA.

The Village stated that the group has no future meetings planned. Going forward, if the Village President and Manager convene the group again, this office requests that the group conduct all future meetings in accordance with the provisions of OMA. Because the Board does not appear to have made any final decisions related to The Sports Core and has publicly posted the financial findings of the group, no further remedial action is needed. However, before assembling groups that are delegated the task of advising the Board on significant matters and that include members of the Board, the Board should be mindful that those groups may constitute advisory bodies or subsidiary bodies subject to all of OMA's requirements, even if the number of Board members that participate is less than a quorum or a majority of a quorum of the Board.

The Public Access Counselor has determined that resolution of this matter does not require the issuance of a binding opinion. This letter closes this matter. If you have any questions, please contact me at the Chicago address listed on the first page of this letter.

Very truly yours,

TERESA LIM
Deputy Bureau Chief
Public Access Bureau

87330 87702 o 102 pb adv 2a meeting proper mun

cc: *Via electronic mail*
Ms. Marissa N. Spencer
Attorney for Village of Oak Brook
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ITEM 8.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
October 14, 2025

SUBJECT: Trustee Initiative — A Proclamation for Michael R. Quinlan

FROM: Greg Summers, Village Manager

BUDGET SOURCE/BUDGET IMPACT: N/A

RECOMMENDED MOTION: I move to approve a Proclamation Honoring The Life and Legacy of Michael R. Quinlan.

Background/History:
Trustees Manzo, Reddy, and Tiesenga put forth a Trustee Initiative for a Proclamation Honoring The Life and Legacy of Michael R. Quinlan.

Recommendation:
Trustees Manzo, Reddy, and Tiesenga recommend approval of a Proclamation Honoring The Life and Legacy of Michael R. Quinlan.

Attachments:
1. Michael R. Quinlan

PROCLAMATION
HONORING THE LIFE AND LEGACY OF MICHAEL R. QUINLAN

WHEREAS, the Village of Oak Brook mourns the passing and celebrates the extraordinary life of resident Michael R. Quinlan; and

WHEREAS, born on December 9, 1944, and raised on Chicago's West Side, Michael Quinlan rose from humble beginnings to the highest levels of corporate leadership, exemplifying perseverance, integrity, and service throughout his life; and

WHEREAS, after graduating from Fenwick High School in 1962, Mr. Quinlan became the first in his family to attend college, earning both a bachelor's degree in philosophy and psychology and a master's in business administration from Loyola University Chicago, institutions that remained central to his life and philanthropy; and

WHEREAS, beginning his career in 1963 in the mailroom at McDonald's Corporation, Mr. Quinlan advanced through dedication and vision to become President and Chief Executive Officer in 1987, and later Chairman of the Board in 1990; and

WHEREAS, Mr. Quinlan's success was matched by his deep commitment to giving back, including the construction of a Ronald McDonald House near Loyola University Medical Center, ensuring comfort for families of hospitalized children; and

WHEREAS, his leadership and generosity profoundly strengthened Loyola University, where he served as Chairman of the Board of Trustees, Life Trustee, and major benefactor, most notably through his $40 million gift that established the Michael R. Quinlan School of Business and expanded opportunities for future generations of students; and

WHEREAS, throughout his life, Mr. Quinlan lived by the Jesuit principle of being "people for others," exemplifying humility, compassion, and purpose in all he did; and

WHEREAS, Mr. Quinlan's dedication to leadership and community was reflected in his family, as his late son Kevin Quinlan honorably served as Village President of the Village of Oak Brook, continuing the Quinlan family's legacy of public service and commitment to the community; and

NOW, **T**HEREFORE, BE IT RESOLVED, that the Board of Trustees of the Village of Oak Brook does hereby honor and remember Michael R. Quinlan for his remarkable contributions to business, education, and humanity, and extend our deepest condolences to his family and loved ones.

IN **W**ITNESS **W**HEREOF, Village President Laurence E. Herman has hereunto set his hand and caused the Seal of the Village of Oak Brook to be affixed this 14th day of October, 2025.

Laurence E. Herman, Village President

Village of Oak Brook - DuPage and Cook Counties, Illinois

ITEM 8.D.
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
October 14, 2025

SUBJECT: Trustee Initiative — A Proclamation for Charlie Kirk

FROM: Greg Summers, Village Manager

BUDGET SOURCE/BUDGET IMPACT: N/A

RECOMMENDED MOTION: I move to approve a Proclamation Honoring the Life and Legacy of Charlie Kirk and Declaring October 14, 2025 as a "Day of Remembrance For Charlie Kirk."

Background/History:
Trustees Tiesenga, Manzo and Nagle put forth a Trustee Initiative for a Proclamation Honoring the Life and Legacy of Charlie Kirk and Declaring October 14, 2025 as a "Day of Remembrance For Charlie Kirk."

Recommendation:
Trustees Tiesenga, Manzo and Nagle recommend approval of a Proclamation Honoring the Life and Legacy of Charlie Kirk and Declaring October 14, 2025 as a "Day of Remembrance For Charlie Kirk."

Attachments:
1. CHARLIE KIRK

PROCLAMATION
HONORING THE LIFE AND LEGACY OF CHARLIE KIRK AND DECLARING OCTOBER 14, 2025 AS A "DAY OF REMEMBERANCE FOR CHARLIE KIRK"

WHEREAS, the Village of Oak Brook mourns the passing and celebrates the extraordinary life of Illinois native Charlie Kirk; and

WHEREAS, Charlie Kirk was a champion of free speech, civil dialogue, and faith; and

WHEREAS, Charlie Kirk consistently promoted the values of individual liberty, open debate, the importance of civil engagement, and the defense of constitutional principals; and

WHEREAS, Charlie Kirk was recognized as one of the leading voices among young leaders, creating opportunities for civil education, fostering youth leadership, and promoting the principals of liberty, and democracy; and

WHEREAS, Charlie Kirk was the founder of Turning Point USA, a nonprofit organization with thousands of chapters across the United States dedicated to educating students about the principles of freedom, free markets, and limited government; and

WHEREAS, Charlie Kirk authored multiple national best-selling books, that engage readers in critical conversations about civics, culture, and the future of the United States; and

WHEREAS, through his writing, public speaking, and media presence, Charlie Kirk reached millions of United States citizens, inspiring the next generation to become active participants in civic life; and

WHEREAS, Charlie Kirk's life's work has contributed to strengthening public discourse, defending constitutional principles, and fostering active citizenship; and

WHEREAS, Charlie Kirk's life work, especially his efforts to bring these American ideals to life on college campuses in the United States, cost him his life by means of an assassin's bullet on September 10, 2025;

NOW, **T**HEREFORE, BE IT RESOLVED, that the Board of Trustees of the Village of Oak Brook does hereby honor and remember Charlie Kirk for his remarkable contributions to free speech, civil dialogue, education, and defense of constitutional principles, and extend our deepest condolences to his family and loved ones.

FURTHER, BE IT RESOLVED, that the Board of Trustees of the Village of Oak Brook does hereby support the designation of October 14, 2025, as the ''Day of Remembrance for Charlie Kirk'' and encourage educational institutions, civic organizations, and citizens to observe this day with appropriate programs, activities, engagement and the principles of faith, liberty, and democracy that Charlie Kirk championed.

IN **W**ITNESS **W**HEREOF, Village President Laurence E. Herman has hereunto set his hand and caused the Seal of the Village of Oak Brook to be affixed this 14th day of October, 2025.

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Laurence E. Herman, Village President

Village of Oak Brook - DuPage and Cook Counties, Illinois