



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

Regular Meeting
Tuesday, December 9, 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
 - A. Presentation - Murphy Real Estate Services – Preliminary Board Review of Planned Development for Lot 2 of Franklin North Subdivision (1900 Spring Road)
4. PUBLIC HEARING – PROPOSED 2026 BUDGET
5. PUBLIC COMMENTS
6. APPROVAL OF MINUTES
 - A. Special Board of Trustees Meeting Minutes of October 07, 2025
 - B. Special Board of Trustees Meeting Minutes of October 09, 2025
 - C. Regular Board of Trustees Meeting Minutes of October 14, 2025
 - D. Regular Board of Trustees Meeting Minutes of October 28, 2025
 - E. Special Board of Trustees Meeting Minutes of November 4, 2025
 - F. Regular Board of Trustees Meeting Minutes of November 11, 2025
7. CONSENT AGENDA

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

 - A. Accounts Payable for Period Ending: November 20, 2025 - \$2,956,264.33
Accounts Payable for Period Ending: December 3, 2025 - \$1,122,915.12
 1. LEGAL SERVICES:
 - a) Clark Baird Smith LLP - Legal Services - October 2025 - \$473.50
Clark Baird Smith LLP - Legal Services - November 2025 - \$355.00 (FY2025 YTD - \$5,542.50)

- b) Croke Fairchild Duarte & Beres - Legal Services - October 2025 - \$11,722.50
- c) Ottosen DiNolfo Hasenbalg & Castaldo, Ltd. - Legal Services - September 2025 - \$30,751.46
Ottosen DiNolfo Hasenbalg & Castaldo, Ltd. - Legal Services - October 2025 - \$39,528.62 (FY2025 YTD - \$301,103.57)

TOTAL LEGAL BUDGET FOR 2025 - \$325,287.96

TOTAL LEGAL BILLS PAID FOR 2025 - YTD - \$509,793.53

- 2. DuPage Convention and Visitors Bureau - 3rd Quarter 2025 - 25% of 1% - \$41,054.06
- 3. Leibold Irrigation, Inc. - Sports Core Pump Station - \$165,750.00
- 4. DuPage Water Commission - Water Consumption - October 2025 - \$494,519.60
- 5. Civiltech Engineering, Inc. - In-House Civil Engineering Services - from September 27, 2025 to October 31, 2025 - \$24,660.67
- 6. A Lamp Concrete Contractors, Inc. - Oak Brook 2025 Street Improvements - \$205,458.38
- 7. Martam Construction Inc. - Jorie Blvd over Ginger Creek Culvert Project - \$302,406.33
- 8. Cerniglia Co. - Woodside & Forest Glen Watermain Improvements - Pay Application No. 8 - \$960,886.82
- 9. Earthwerks Land Improvement & Development Co. - Sports Core Storm Water Improvements Project - \$322,124.70
- 10. Deer & Company - Golf Maintenance Equipment - \$83,278.00
- 11. BCBSIL - Health Care Services - December 2025 - \$232,796.76
- 12. Nobletec LLC - Microsoft Office 265 NCE Agreement - \$26,582.30
- 13. Key Code Media, Inc. - Board Room Audio Equipment - \$40,912.00
- 14. Du-Comm - Alarm Monitoring Q3 2025 - \$22,120.40
- 15. Al Warren Oil Co., Inc. - Fuel Purchase - \$20,770.50
- 16. CivicPlus LLC - Website Annual Maintenance & Support - \$21,456.16
- 17. Engineering Resource Associates - Ginger Creek Watermain Storm Sewer Improvement Project - \$30,005.24
- 18. Era-Valdivia Contractors, Inc. - Professional Services for Water Reservoirs A&B Mixing Systems Project - \$182,300.40
- B. Approval of Payroll Paydate: November 13, 2025 - \$1,021,426.60
November 26, 2025 - \$947,359.09
- C. Village of Oak Brook – Monthly Financial Reports
- D. Ordinances & Resolutions
 - 1. Ordinance S-1737, An Ordinance Authorizing the Sale or Donation or Recycling or Disposal of Certain Items of Personal Property Owned By the Village of Oak Brook

8. ITEMS REMOVED FROM CONSENT AGENDA

9. ACTIVE BUSINESS

A. Ordinances & Resolutions

1. Resolution R-2278, A Resolution Approving a Termination and Release Agreement for Water Service; (Mid-America Plaza)
2. Resolution R-2325, A Resolution Authorizing and Approving the 2026 Municipal Partner Contract with the DuPage Convention and Visitors Bureau
3. Resolution R-2326, A Resolution Awarding a Professional Consulting Services Agreement to Electrical Safety Specialists for the Arc Flash Analysis
4. Resolution R-2327, A Resolution Awarding a Professional Engineering Services Agreement to BLA, INC., for Design Engineering and Construction Inspection Services for the 2026 Streets Improvement Project
5. Resolution R-2328, A Resolution Awarding a Professional Engineering Services Agreement to Civiltech Engineering, Inc., of Itasca, Illinois for the Saddle Brook Watermain, Storm Sewer, & Roadway Improvement Project
6. Resolution R-2329, A Resolution Awarding a Professional Services Agreement to Sikich, LLC, of Naperville, Illinois, in the amount of \$98,370.00 (\$31,830 for FY2026, \$32,780 for FY2027, and \$33,760 for FY2028) for Auditing Services
7. Resolution R-2330, A Resolution Awarding a Professional Services Agreement to The Howard E. Nyhart Company, Inc., of Indianapolis, Indiana, in the amount of \$69,700 (\$24,500 for FY2026, \$20,700 for FY2027, and \$24,500 for FY2028) for Actuarial Services.
8. Ordinance S-1735, An Ordinance Authorizing Amendments and Transfers Among Budget Line Items the Village of Oak Brook, Illinois
9. Ordinance S-1734, An Ordinance Adopting the Budget of the Village of Oak Brook for 2026
10. Ordinance S-1736, An Ordinance Approving the 2026 Classification, Salary and Salary Administration Policy
11. Ordinance G-1279, An Ordinance Amending Chapter 5 of Title 8 of the Village Code of the Village of Oak Brook, Illinois Relating to Water Charges

B. Confirmation of Appointments

1. Confirmation of Appointments - Planning & Zoning Committee

10. BOARD UPDATES

11. ADJOURN TO CLOSED SESSION

For the Purpose of Discussing (1) Minutes of Meetings Lawfully Closed Under This Act, (2) to consider litigation probable or imminent or pending against, affecting, or on behalf of the Village, Pursuant to 2(C)(21), 2(C)(11) Of the Illinois Open Meetings Act Respectively

12. ADJOURNMENT

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



ITEM 3.A.

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

AGENDA ITEM

Board of Trustees Regular Meeting
of
December 9, 2025

SUBJECT: Presentation - Murphy Real Estate Services – Preliminary Board Review of Planned Development for Lot 2 of Franklin North Subdivision (1900 Spring Road)

FROM: Rebecca Von Drasek, Development Services Director

BUDGET SOURCE/BUDGET IMPACT:

RECOMMENDED MOTION: Provide comments, suggestions, and recommendations to Murphy Real Estate Services regarding the proposed 13-story, 115 unit residential building within the B-2, Regional Shopping Center District.

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

Background/History:

Murphy Real Estate Services, with the consent of the property owner, Franklin Partners, is proposing to construct the 13-story building on Lot 2 of Franklin North Subdivision. This location was previously approved for the Butler condominium project. The applicant proposes to construct 115 rental units with an average size of 1,382 sq. ft., 239 interior parking spaces, and added amenities of a pool, gym, outdoor seating areas, a golf simulator, climate-controlled storage, and co-working spaces.

Staff Comments:

1. A Planned Development is required for this proposal. The intent and purpose of the planned development regulations is to provide an alternate zoning procedure under which land can be developed or redeveloped with innovation, imagination, and creative architectural design when sufficiently justified under the provisions of this chapter. The objective of the planned development is to encourage a higher level of design and amenity than is possible to achieve under standard zoning regulations.
2. A Final subdivision plat was approved for Lot 2 of the Franklin North Subdivision on December

13, 2022 by Resolution R-2055.

3. The subject property is currently zoned B-2, Regional Shopping Center District. Residential uses are not listed as a Permitted or Special Use in the B-2 District.
4. This type of residential building is not specifically listed as permitted in any other district within the Village Zoning Ordinance. The 1990 Comprehensive Plan does not anticipate this type of development within the Village of Oak Brook. However, a 17-story apartment building was allowed as part of the Oak Brook Commons Planned Development within the ORA-2, Office, Research, and Assembly District.
5. Section 13-15-2 General Provisions of the PD regulations does allow new residential development within a planned development overlay district. Section 13-15-2(B) further indicates that each PD shall be presented and reviewed on its own merits. As such, a new land use can be introduced into a zoning district through a PD if it is not currently permitted but the new use/project must still be reviewed on a case-by-case basis and provide tangible benefits to the community.
6. A separate neighborhood meeting is required as part of the outreach for this project. The neighborhood meeting is an element of the Planned Development process outlined in Section 13-15-5.B.1d.
7. The B-2 District permits a floor area ratio (FAR) not to exceed 0.5. The proposed building would have a Floor Area Ratio of 2.3. The FAR for the subdivision including Citibank, Shake Shack, Kids Urgent Care, and the proposed project would be 0.92 for the entire four-lot subdivision, under the original Butler Condominium proposal with a 0.99 FAR.
8. The approximately 2-acre property is in both the regulatory floodway and regulatory floodplain. The property owner has obtained a Letter of Map Revision (LOMR) and relocated the floodplain/floodway on-site to allow for development of the property.

Please see the narrative, project presentation slides, and an analysis of rental residences provided by the applicant for additional information and background.

Recommendation:

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

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

Attachments:

1. 1900 Spring Road - Narrative - Revised
2. 2025-11-13 1900 Spring Road - Conceptual Design
3. 1900 Spring Road_Market and Financing Memorandum

December 1, 2025

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

Re: 1900 Spring Road – Preliminary Village Board Review

Murphy Development Group, LLC is pleased to present the concept for 1900 Spring Road, a thoughtfully designed Class A+ rental condominium community proposed within a planned development in the Village of Oak Brook. The project represents a high-quality, residentially focused addition to the Village, consistent with Oak Brook's long-standing commitment to architectural excellence and thoughtful land use planning.

The proposed development envisions a 13-story residential tower rising from a four-story podium containing structured parking and resident amenities. The building will include 115 condominium rental units, with larger average sizes units of approximately 1,380 square feet, offering a mix of unit types ranging from one-bedroom plus den to three-bedrooms. The design emphasizes a low-intensity residential character with limited traffic generation, and ownership-level finishes intended to attract long-term residents seeking a maintenance-free lifestyle in Oak Brook.

The project's scale and design have been carefully planned to complement the surrounding uses along Spring Road and the nearby Oakbrook Center corridor. The exterior will feature a refined architectural palette of brick, stone, metal, and glass – materials consistent with the Village's tradition of enduring, high-quality architecture.

As part of the planned development, public infrastructure upgrades are proposed at the intersection of Spring Road and 16th Street, including the installation of a new traffic signal and a dedicated left-turn lane into the project. These improvements will enhance safety and circulation for both residents and the broader community. Consistent with the approach approved under the previous Planned Development for this site, the costs of these public improvements will be shared between Murphy Development Group, the Village of Oak Brook, and Oakbrook Terrace, reflecting a collaborative investment in community infrastructure.

Residents will enjoy an extensive amenity package, including an outdoor pool terrace, fitness and wellness center, co-working and lounge areas, and private gathering spaces. Each residential floor will also include extensive dedicated storage rooms for resident use, providing additional convenience and functionality. Additional enclosed storage will also be available throughout the garage. The building will provide enclosed structured parking for approximately 232 resident vehicles and 18 guest spaces, enclosed within the podium and screened from public view. Streetscape enhancements, upgraded landscaping, and a reconfigured underground stormwater system will further improve the property's integration with Spring Road and the surrounding neighborhood.

The interiors will be finished to luxury condominium standards, featuring designer kitchens with custom cabinetry, stone countertops, high-end appliance packages, spa-quality bathrooms, wide-plank flooring, extensive glazing, and soaring ceilings. The design intent is to deliver a level of craftsmanship and quality that aligns with Oak Brook's most distinguished residences.

The project represents a total investment of approximately \$120 million, underscoring Murphy Development Group's commitment to delivering an exceptional residential product. Based on a third-party market study, the community is projected to achieve rental rates in the range of \$4,000 to \$10,000 per month, positioning it among the most luxurious residential offerings in the suburban Chicago market. The homes are designed to appeal to residents who value Oak Brook's premier location, refined retail and dining amenities, and strong sense of community, while maintaining the Village's high standards for design, construction, and quality of life. Upon stabilization, the project will be analyzed for condominium conversion.

As a Chicago-based developer with a proven record of successful multifamily, hospitality, and mixed-use projects, Murphy Development Group looks forward to working collaboratively with the Village of Oak Brook to advance this proposal through the public review process. Our goal is to deliver a timeless residential community that enhances the Spring Road corridor and contributes meaningfully to the Village's continued growth and excellence.

Sincerely,



John T. Murphy

Murphy Development Group, LLC

312.625.3120

john@murphyres.com





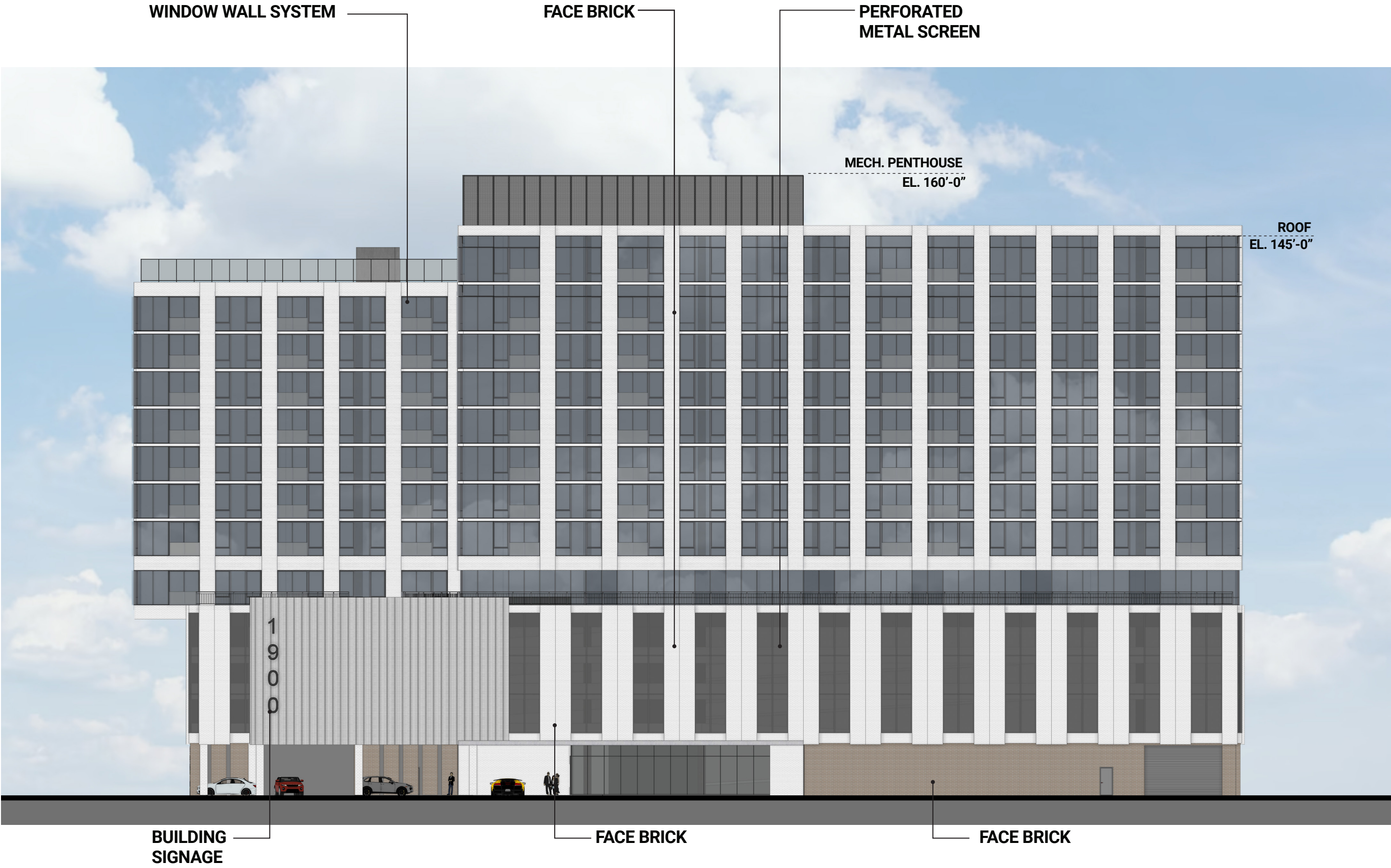
FitzGerald

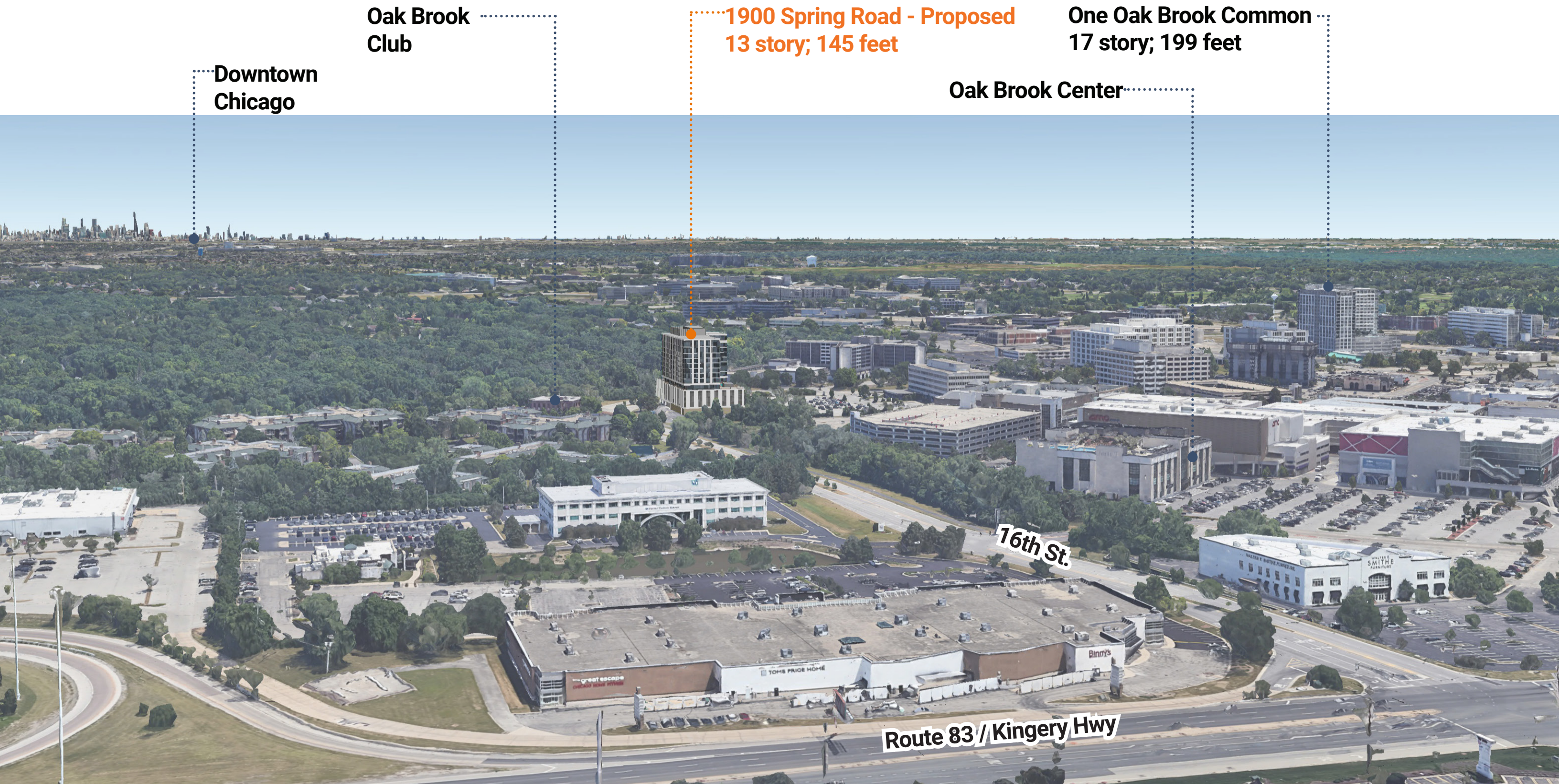
1900 Spring Road

Oak Brook, Illinois | November 13, 2025









Oak Brook
Club

1900 Spring Road - Proposed
13 story; 145 feet

One Oak Brook Common
17 story; 199 feet

Downtown
Chicago

Oak Brook Center

16th St.

Route 83 / Kingery Hwy





The Butler Condominium


 Fasano
 Development
 LUCIEN | LAGRANGE®
 STUDIO

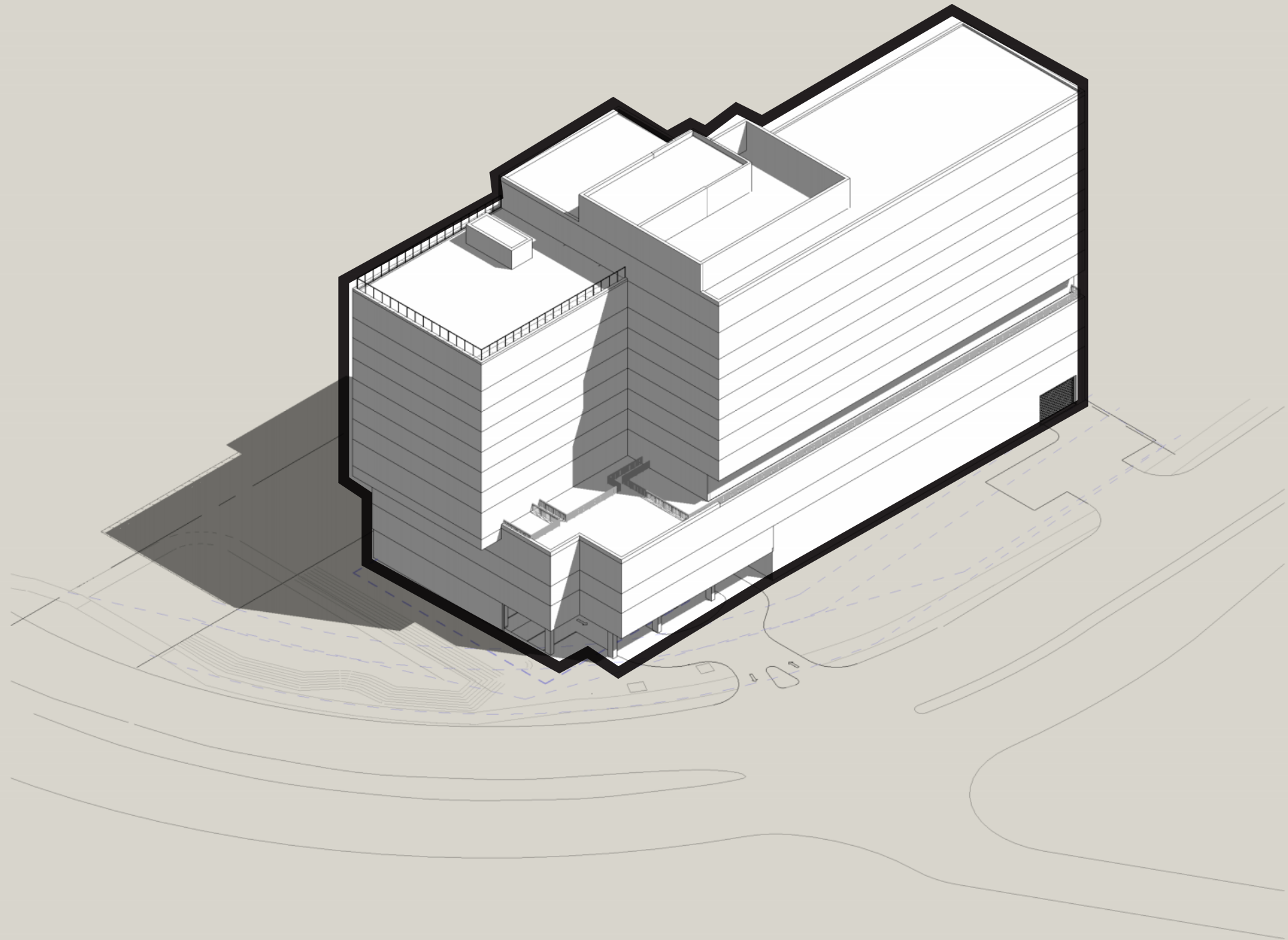
Previous: 21 stories; 90 units
 - approved by Plan Commission



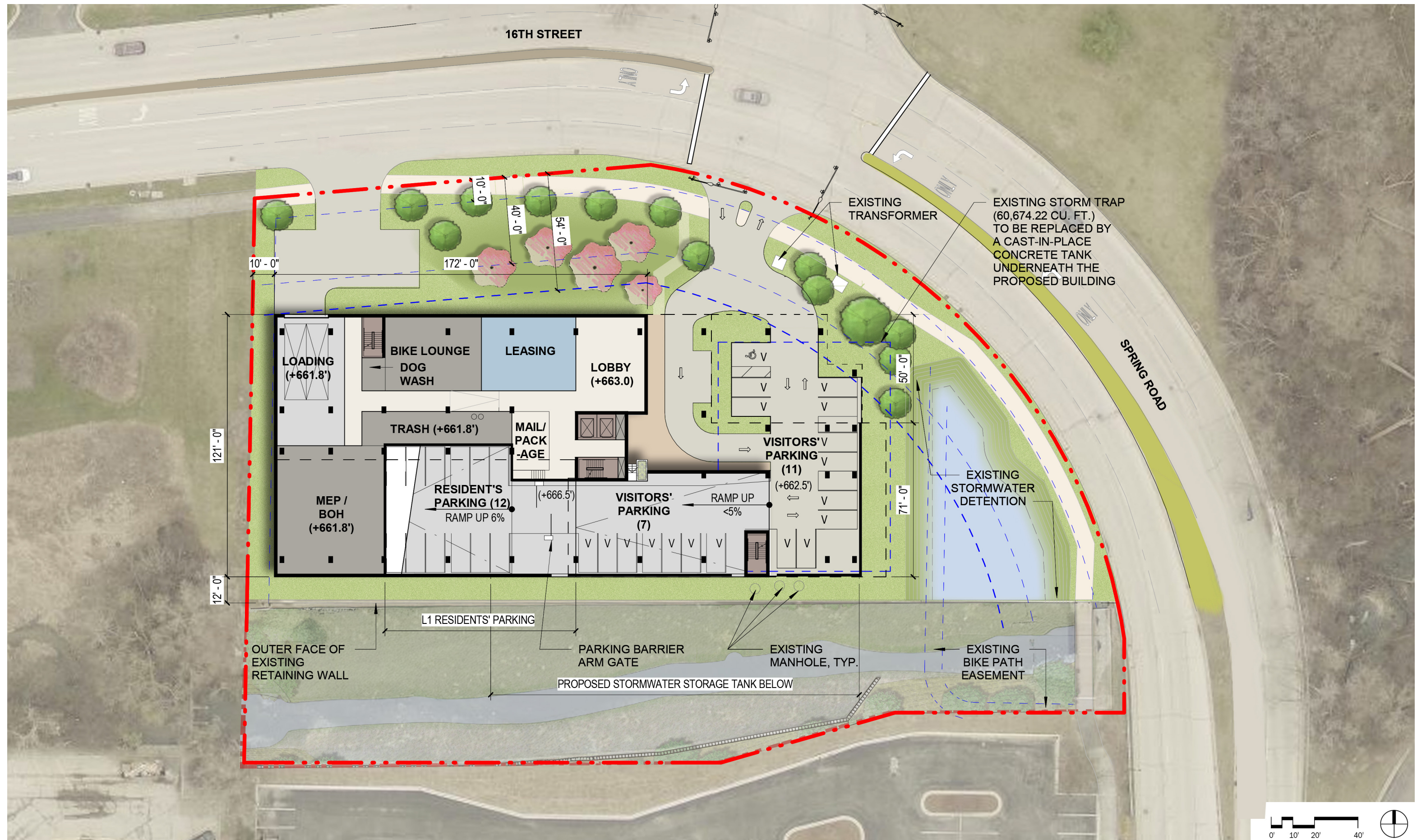
Proposed: 13 stories; 115 units

Proposed Scheme

- **13 stories**
(4 @ Podium + 9 @ Tower)
- **145 feet tall** (excluding parapet and Mechanical Penthouse)
- **115 units** (12% / 64% / 24%)
@ 1,382 Avg. sf
- 232 Residents' parking
+18 Visitors' Parking
- **Total gsf: 308,795 sf**
- **Residential: 214,350 sf**
(1,864 sf/unit)
- **Parking: 94,445 sf**
(395 sf/ stall)
- **Skin/Flr at Typ. flr: 0.35 @9'-8"**
0.39 @10'-8"

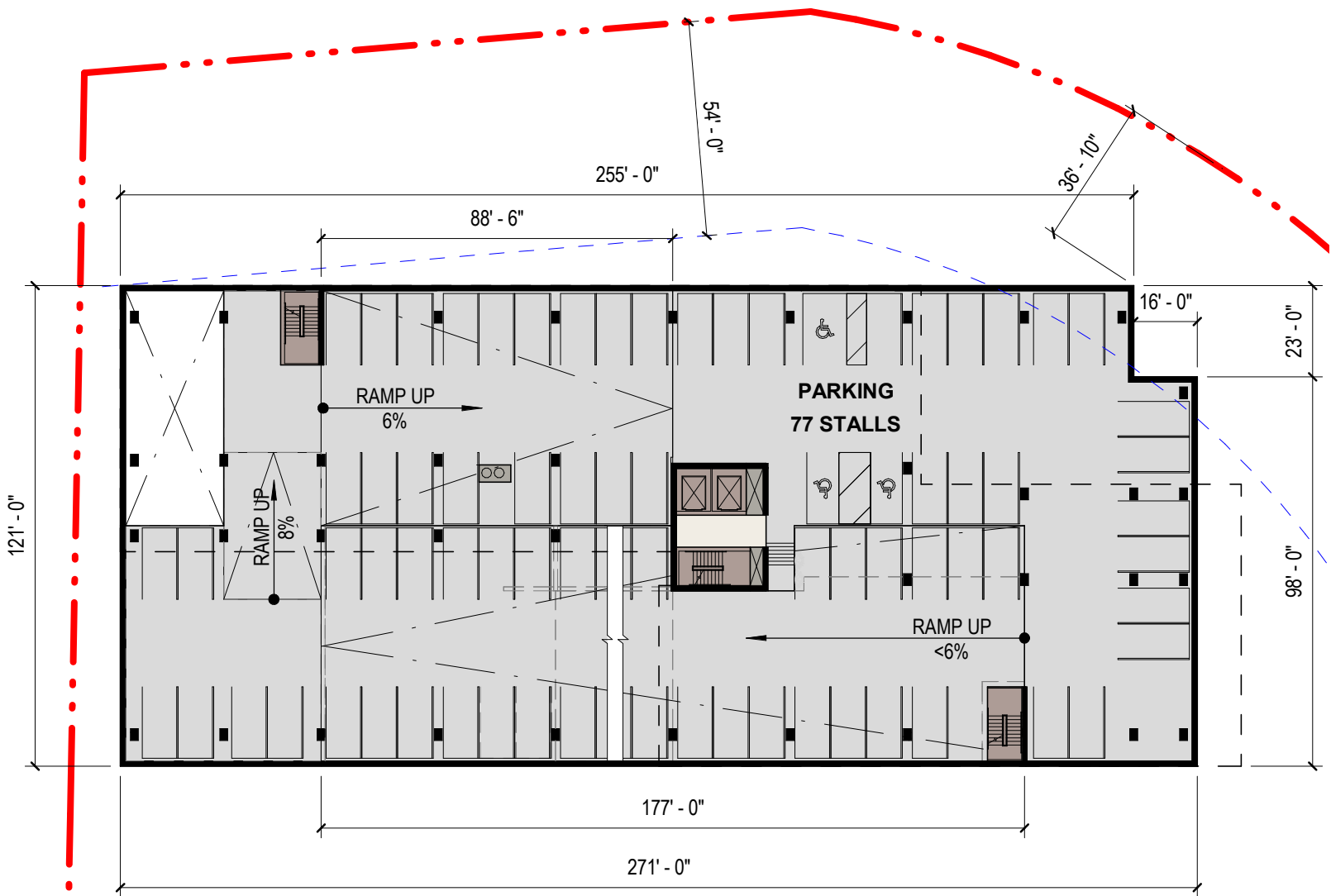




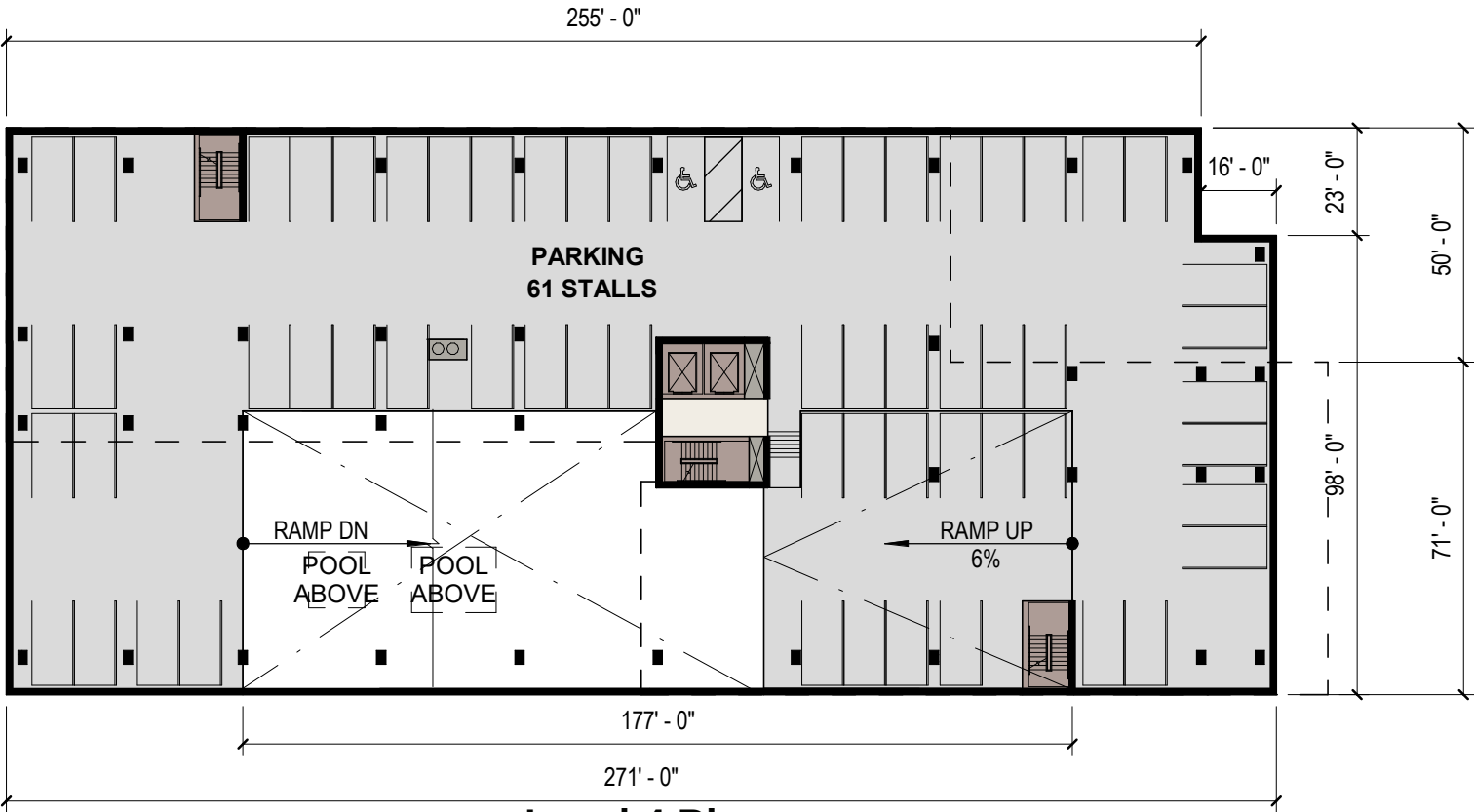


Parking Summary

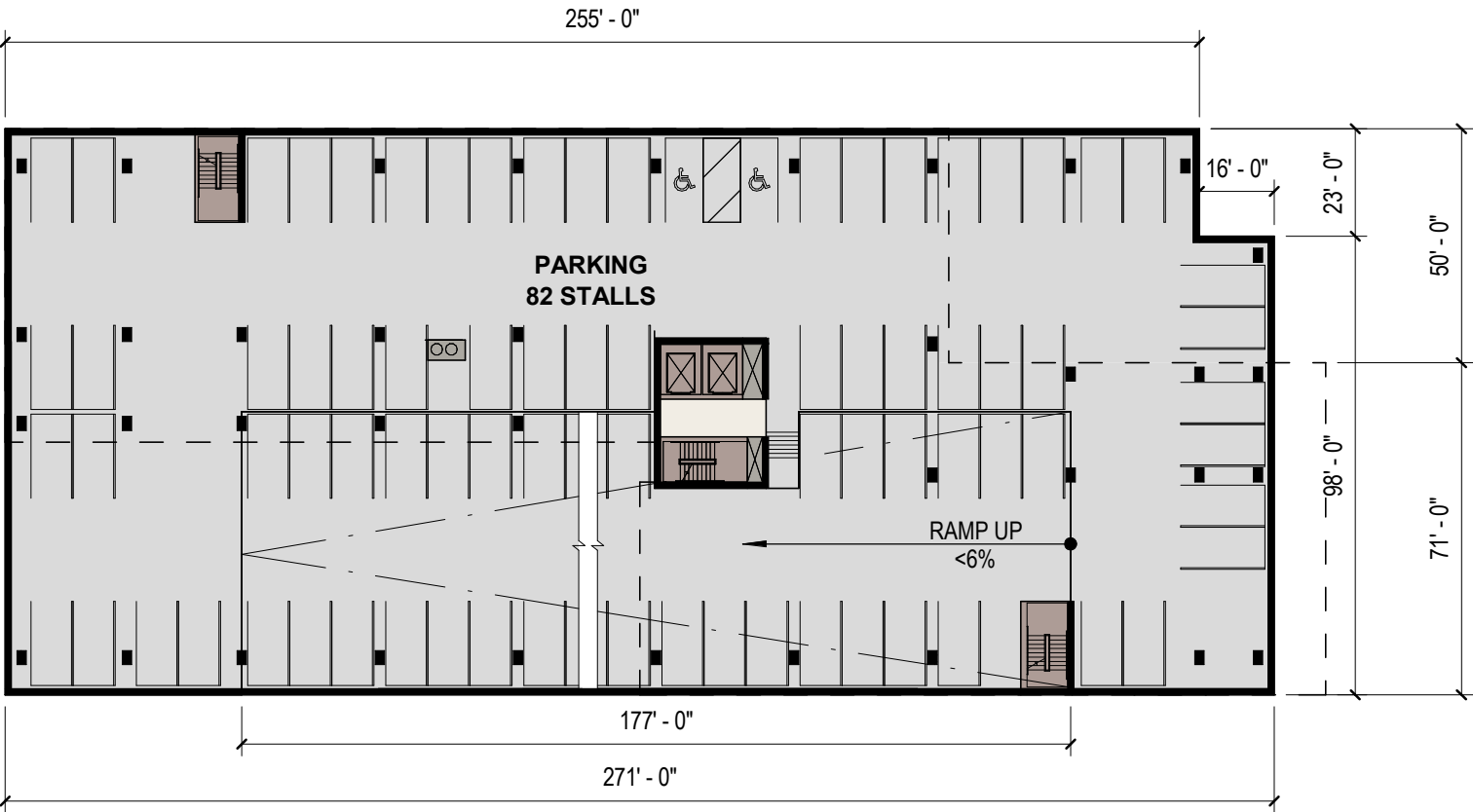
Level	Dwelling							Totals
	Interior				Surface			
	Area	Count	Area/ Space	Efficiency	Area	Count	Area/ Space	
	94,445	239	395	37%	4,982	11	453	
4	24,834	61	407	95%				
3	31,190	82	380	96%				
2	29,641	77	385	96%				
1	8,780	19	462	38%	4,982	11	453	



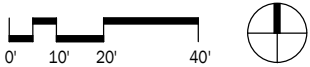
Level 2 Plan



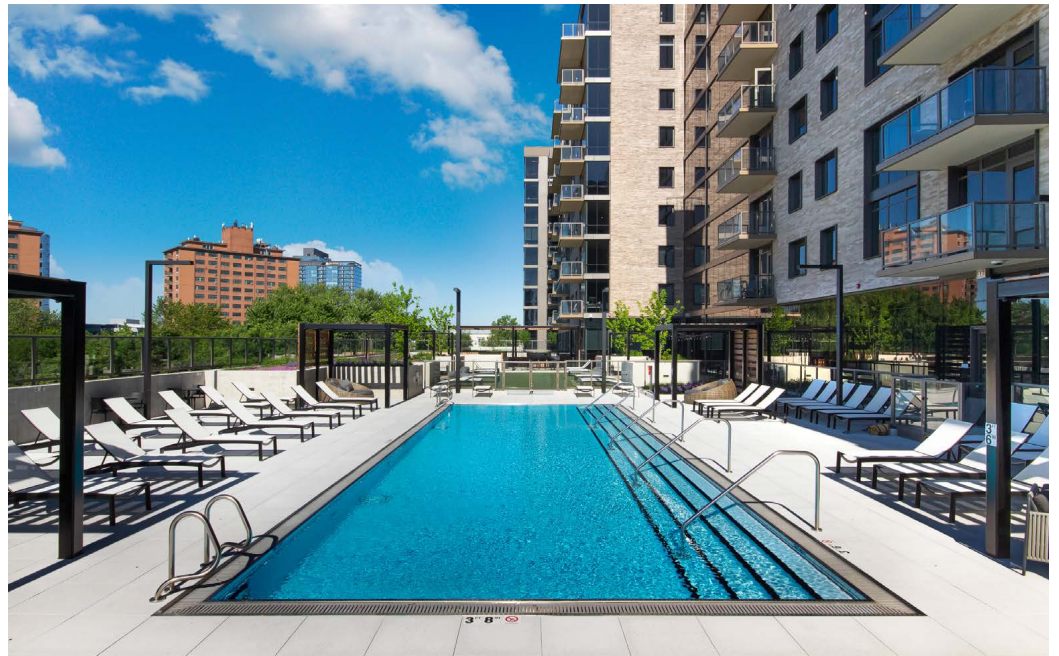
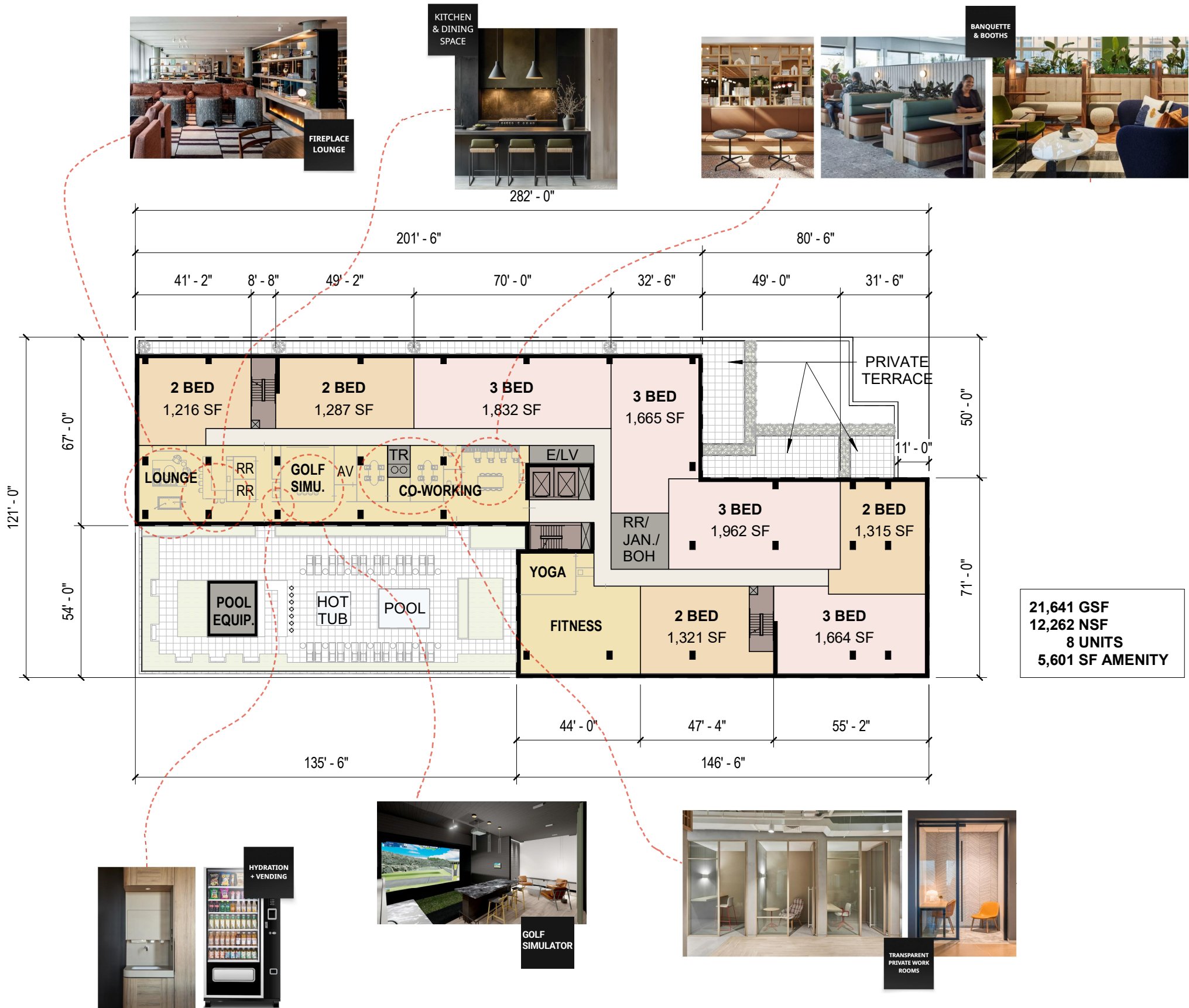
Level 4 Plan

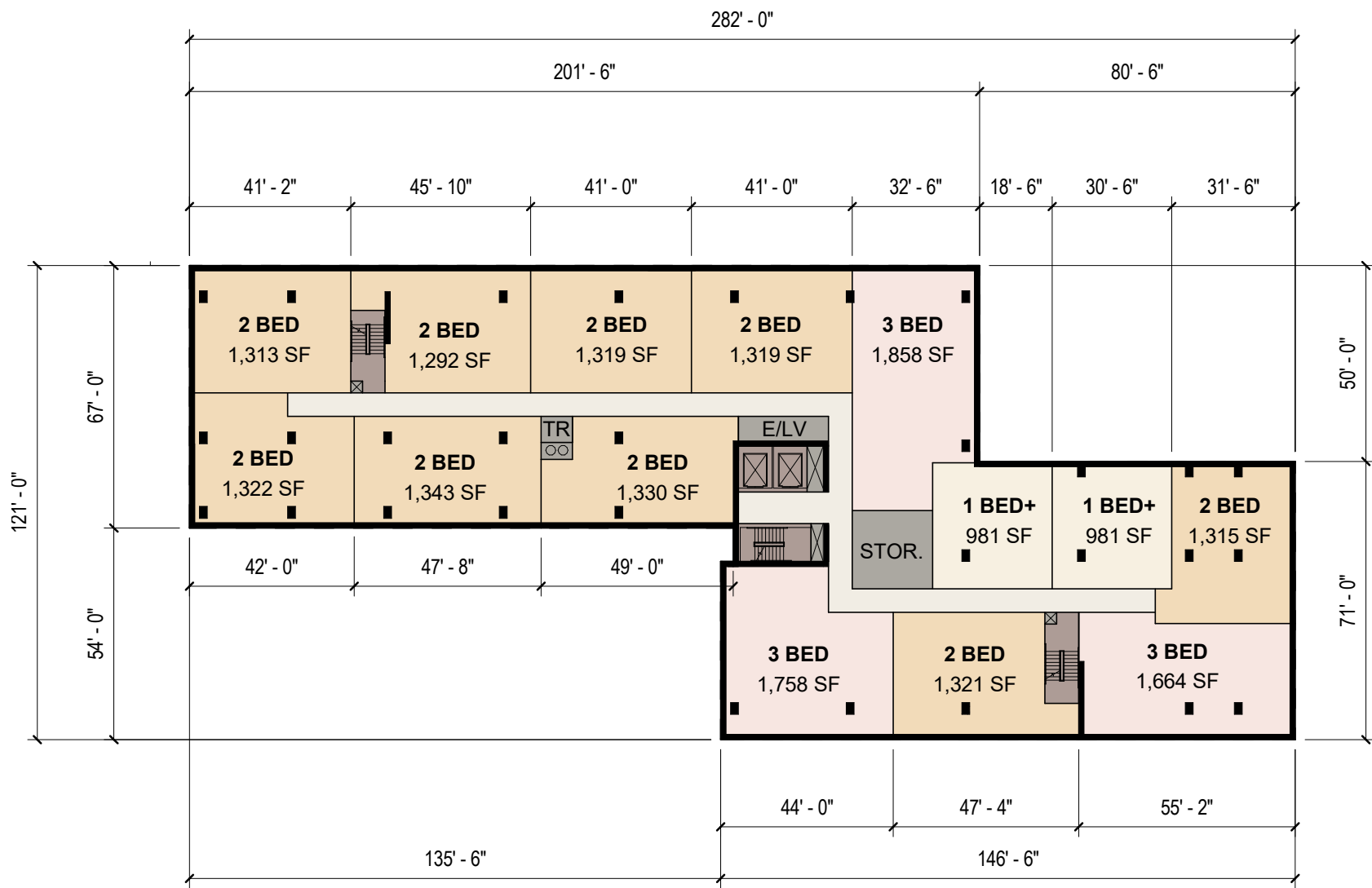


Level 3 Plan



no 1 A-2 - Level 2 Plan
Levels 2 - 4 Plan - Parking

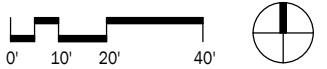




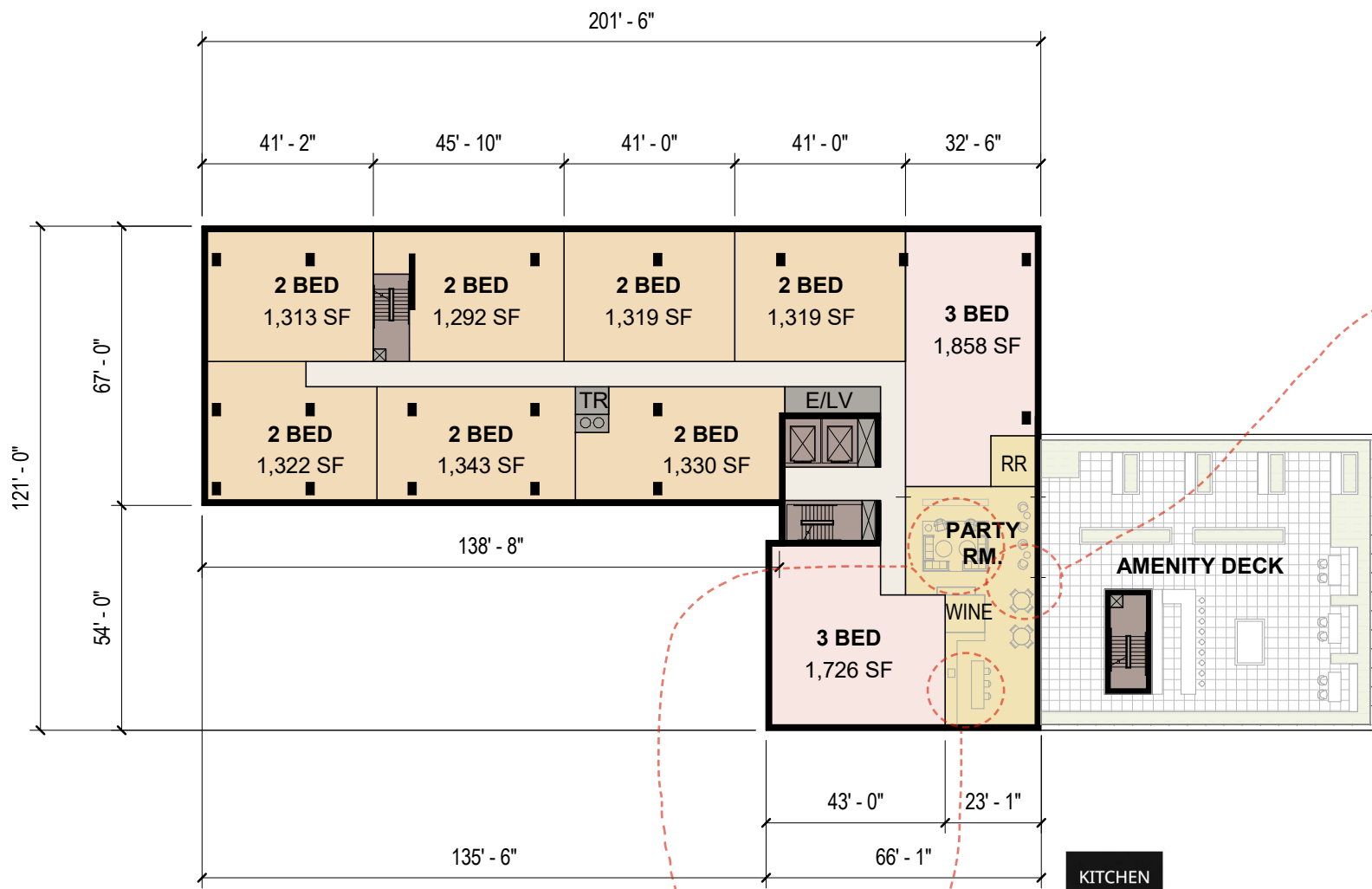
SKIN-TO-FLOOR RATIO:

- 0.35 @9'-8"
- 0.39 @10'-8"

22,487 GSF
19,116 NSF (85% FLR. EFF.)
14 UNITS @1,365 AVG SF



Levels 6-12 Plan - Dwelling



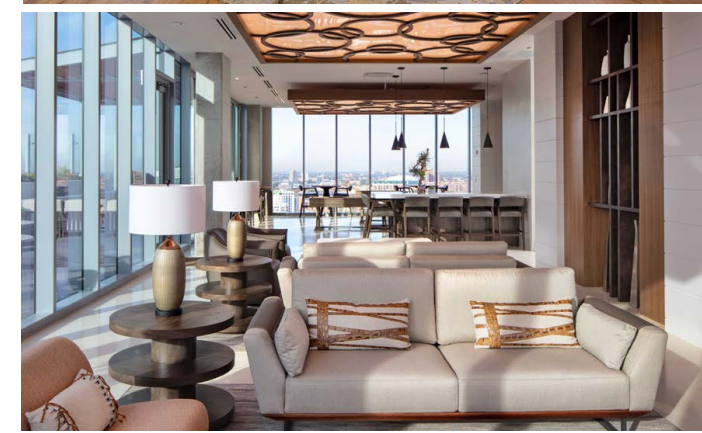
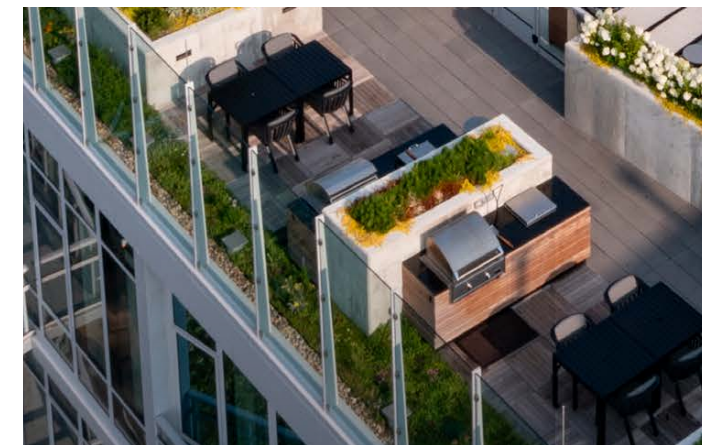
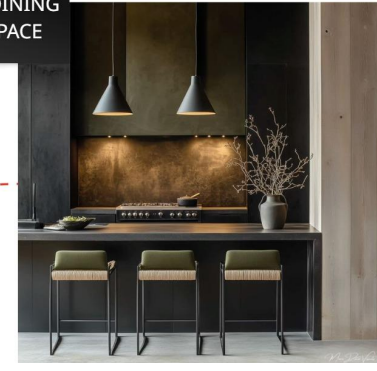
MEDIA WALL & SEATING



FOCAL SEATING



KITCHEN & DINING SPACE



Building Summary

Level	Areas														
	Total		FAR			Non-FAR		Units				Unit		Interior Parking	
	Gross	FAR	Dwelling	Amenity	Common Areas / Services	Parking	Open-Space	1 Bed	2 Bed	3 Bed	Total	Average	Unit Efficiency	Count	
13	17,110	17,110	12,822	1,707	2,581		5,118		7	2	9	1,425	75%		12.67
12	22,487	22,487	19,116		3,371			2	9	3	14	1,365	85%		12.67
11	22,487	22,487	19,116		3,371			2	9	3	14	1,365	85%		9.67
10	22,487	22,487	19,116		3,371	0		2	9	3	14	1,365	85%		9.67
9	22,487	22,487	19,116		3,371	0		2	9	3	14	1,365	85%		9.67
8	22,487	22,487	19,116		3,371	0		2	9	3	14	1,365	85%		9.67
7	22,487	22,487	19,116		3,371	0		2	9	3	14	1,365	85%		9.67
6	22,487	22,487	19,116		3,371	0		2	9	3	14	1,365	85%		9.67
5	21,641	21,641	12,262	5,601	3,778	0	9,544		4	4	8	1,533	57%		12.67
4	26,073	26,073			1,239	24,834								61	14.33
3	32,423	32,423			1,233	31,190								82	9.33
2	30,850	30,850			1,209	29,641								77	10.33
1	23,289	23,289			14,509	8,780								19	15.00

		Dwelling Amenity Common Areas / Services Parking Open-Space					1 Bed	2 Bed	3 Bed	Total					
Totals	308,795	308,795	158,896	7,308	48,146	94,445	14,662	14	74	27	115	1382	51%	239	145
			1,382	64		395		12.2%	64.3%	23.5%				232 Resi	
			Avg nsf / unit	sf / unit		Avg sf / Stall								7 Visitor (interior)	
														11 Visitor (Surface)	
			Residential Subtotal:		214,350									250 Total	
					1,864										

Memorandum

To: Village President and Board of Trustees, Village of Oak Brook

From: Murphy Development Group

Date: December 1, 2025

Re: Market and Financing Rationale for Rental Residences at 1900 Spring Road

Introduction

Murphy Development Group is proposing a high-quality residential building at 1900 Spring Road that will function as rental condominiums: professionally managed, amenity rich homes designed and priced for households who could afford ownership but choose to rent for lifestyle and financial reasons. We understand that the Village has questions about why the homes are proposed as rentals rather than for sale condominiums and what this means for Oak Brook's long term character and property values.

This memorandum summarizes the structural changes in the condominium and apartment markets since the Great Financial Crisis, explains why lenders today are willing to finance this building as a luxury rental but not as a traditional condominium project, and addresses concerns that well designed, market rate rental housing will harm surrounding single family neighborhoods.

1. Why new condominium construction has declined so sharply

In the early 2000s, large parts of the Chicagoland multifamily pipeline were built as for sale condominiums. After the 2008 financial crisis, condominium construction in the region collapsed and has never recovered. The Downtown Development Activity chart that Integra Realty Resources provided shows that annual condominium deliveries in the Chicago area are now roughly 95 percent below pre 2008 levels, even though population and employment have grown over the same period.[1]

This is not just a Chicago phenomenon. A recent analysis by SPUR and the Turner Center for Housing Innovation finds that in California, a state with severe housing shortages, only about 3,000 condominiums are built each year and multifamily condos made up just 3 percent of new housing between 2011 and 2021. Developers there pay three to four times as much for insurance on condominium projects as on comparable rental apartments and receive roughly half as much coverage, primarily because construction defect liability laws expose condo developers to a decade of litigation risk. The litigation risk is the same in Illinois as in California. As a result, many builders have shifted almost entirely to rental product.[2]

A similar pattern has been documented in Colorado. A 2025 report from the Common Sense Institute concludes that construction defect laws and related insurance challenges have created what it calls a "de facto, uninsurable housing type" and that in 2021 only 5.4 percent of all multifamily development nationally was for sale, the lowest level in nearly fifty years.[3]

These legal and insurance risks are then reflected in the way banks and institutional investors underwrite new projects. A high rise or mid-rise condominium building requires much higher pre-sales, more equity, and significantly more risk capital than a comparable market rate rental because buyers can sue the developer and

association for construction defects for many years after completion. In contrast, lenders view a stabilized rental building with diversified tenants and professional management as a more predictable income producing asset.

For 1900 Spring Road, multiple lenders have made clear that they are willing to finance the project as a luxury rental community but not as a speculative condominium tower. Attempting to build it as for-sale condos would require materially more equity, a pre-sale campaign in a segment that is barely being built in the Chicago region, and would render the project infeasible.

2. Who lives in high quality suburban rentals today

There has also been a structural shift in who rents since the Great Financial Crisis. Renting is no longer primarily associated with young, low-income households. National data show that a growing share of higher income and older households are choosing to rent, often in suburban locations similar to Oak Brook.

- **Growth of high-income renters.** The Harvard Joint Center for Housing Studies reports that from 2009 to 2019, households earning at least \$75,000 accounted for nearly 70 percent of total renter household growth. Over that decade, the number of renters making at least \$75,000 increased by 48 percent to 11.3 million, and their share of all renter households rose from 20 percent to 26 percent.[4][5] Many of these households rent by choice, attracted to amenity rich buildings in desirable locations and prefer flexibility over tying up capital in a down payment.
- **Impact of housing costs and interest rates.** The Joint Center's 2025 State of the Nation's Housing analysis notes that as of early 2025, US home prices are up about 60 percent since 2019, and the median existing single family home price has reached roughly five times the median household income. Monthly mortgage payments on the median priced home have climbed to approximately \$2,570, about 40 percent higher than in 1990, and a buyer now needs an income of around \$126,700 to qualify. Only about 6 million of the nation's 46 million renters meet that benchmark. At the same time, existing home sales have fallen to a thirty-year low.[6] These conditions make it much harder for even well-paid professionals to buy and encourage many to remain in high quality rentals longer into their careers.
- **Older adults and empty nesters.** The Joint Center also finds that renter households headed by someone age 65 or older have already climbed to more than 7 million and will continue to increase over the coming decades.[7] A summary by the Pennsylvania Association of Realtors notes that between 2009 and 2019, the total number of renter households grew 14 percent, but the number headed by someone 65 or older jumped 43 percent, reflecting a large wave of older Americans who are downsizing and choosing the convenience of renting.[8]
- **Suburban and mixed-use locations.** New rental construction over the past decade has increasingly been concentrated in amenity rich, walkable locations and in suburban communities near jobs, shopping, and entertainment.[4] For households in both of the groups above young professionals and older empty nesters, the appeal of a turnkey, lock and leave apartment with on site parking, security, and services in a place like Oak Brook is very strong.

The residents of a building like 1900 Spring Road will reflect these national trends. With market rate rents and standard income and credit screening, the building will attract households who can afford to live in Oak Brook already, such as doctors, attorneys, executives, business owners, and downsizing empty nesters, many of whom are likely already working, shopping, or dining in the village.

3. Evidence on rental housing and single-family property values

We recognize that some residents worry that any new apartments might depress nearby single-family home values or bring in undesirable activity. A large body of empirical research on both market rate and affordable multifamily housing indicates that these fears are not supported when projects are well designed and professionally managed.

- A widely cited Urban Land Institute publication, “Higher Density Development: Myth and Fact,” reviewed available research and concluded that there is no discernible difference in the appreciation rates of properties located near higher density development compared with those that are not. Some studies even find that higher quality multifamily development can increase nearby property values. The report also notes that people of all income groups choose higher density housing and that well designed higher density projects are compatible with existing suburban communities.[9]
- A literature review prepared at the University of North Carolina School of Government examined multiple quantitative studies and found that affordable housing is generally not a significant factor in nearby property values compared with other neighborhood characteristics. The author concludes that at worst, well designed projects have only a minimal negative impact, and in many cases, they have neutral or positive effects.[10]
- A 2016 national study by Trulia analyzed more than 3,000 Low Income Housing Tax Credit developments in the nation’s twenty least affordable housing markets and found no significant difference in home price trends between properties located near the developments and those further away.[11]
- Academic work by economists Rebecca Diamond and Tim McQuade similarly finds that new subsidized multifamily developments can raise property values in lower income neighborhoods by improving local amenities and housing quality, while having little to no negative effect in higher income areas.[12]

Taken together, these studies indicate that the quality, design, and management of a development matter far more than whether the homes are rented or owned. In a high-income community like Oak Brook, a single, well-conceived luxury rental building with structured parking, limited access entrances, professional management, and careful resident screening is not expected to reduce surrounding property values. If anything, it can enhance the village’s appeal by providing new housing options for existing residents who wish to downsize and for high earning employees who want to live near Oak Brook’s employers and amenities.

4. Why 1900 Spring Road is proposed as luxury rentals

Given these national trends and local conditions, our proposal to build luxury rental residences at 1900 Spring Road reflects what is financeable, what is in demand in today’s market, and what best supports the village’s long-term goals.

- **Financing reality.** As described above, lenders and investors are willing to finance a high quality rental building at this site but are not prepared to finance a speculative condominium tower, particularly given the nearly complete halt in condominium construction regionally since the Great Financial Crisis.[1][3] Proceeding as rentals is what makes it possible to deliver any new housing on this long planned site.
- **Alignment with demand in Oak Brook and the North Shore.** Our firm’s recent experience with similar high-end rental developments in Winnetka and Skokie demonstrates strong demand from both affluent younger households and empty nesters seeking walkable, service rich living without giving up the quality they expect in places like Oak Brook. The proposed building at 1900 Spring Road is intended to fill that same niche, with architecture and materials that match the standard of nearby Class A office, retail, and hospitality uses.
- **Resident profile and operations.** The building will be fully market rate. Prospective residents will be subject to income verification, credit checks, and background screening consistent with institutional lender and investor standards. The project will be professionally managed on site, with 24-hour maintenance response, controlled access, and clear rules regarding noise, conduct, and property upkeep. These factors are the primary

determinants of who lives in a community and how it feels day-to-day, rather than whether the homes are owned or rented.

- **Contribution to Oak Brook’s tax base and vitality.** By adding a critical mass of households within walking distance of Oakbrook Center and nearby employers, the project will support local retailers and restaurants, help reduce regional traffic by allowing some workers to live close to their jobs, and broaden the village’s housing options without expanding its boundaries. The property will also generate significant property tax revenue and utility fees over time, helping to support local schools and services without putting the same strain on infrastructure as lower density development.

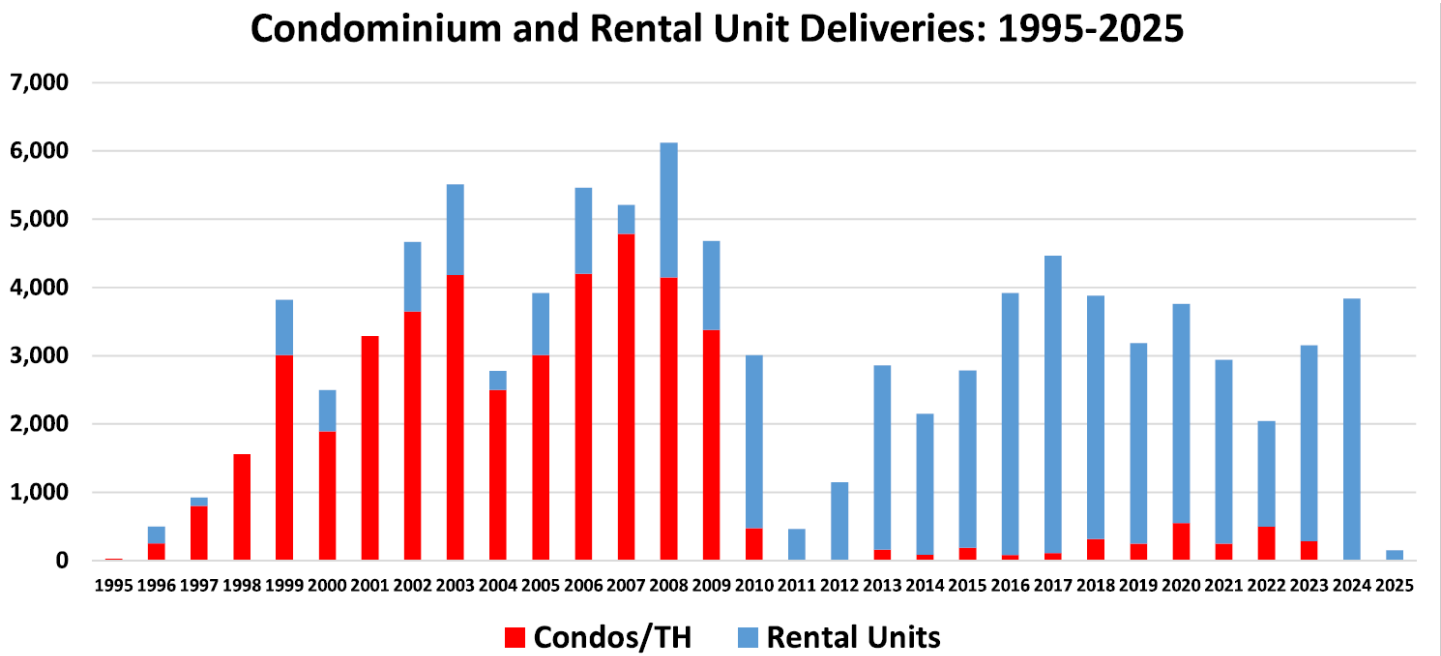
Conclusion

In summary, the decision to propose rental residences at 1900 Spring Road is driven by long-term structural changes in capital markets and housing demand, not by an effort to change the character of Oak Brook. Condominium construction across the country and in the Chicago region has become difficult to finance because of litigation risk and insurance costs, and new multifamily supply is overwhelmingly being built as rental housing. At the same time, a growing share of high-income professionals and older households are choosing to rent, and the best available research indicates that high-quality multifamily housing does not typically harm nearby single family property values.

The proposed building will be a well-managed, luxury asset that serves the same households who already live, work, and shop in Oak Brook today. Structuring it as rental condominiums allows us to secure financing, deliver the architecture and amenity package the village expects, and put a long-planned site to productive use in a way that supports Oak Brook’s long-term fiscal health and community character.

Footnotes and Sources

[1] Downtown Development Activity chart for the Chicago region, Integra Realty Resources, 2025.



- [2] Michael Lane, "Condos Provide Affordable Homeownership, So Why Doesn't California Build More of Them?" SPUR, October 16, 2025, summarizing Economic & Planning Systems, "The Financial Impacts of Construction Defect Liability on Housing Development in California" (Turner Center for Housing Innovation at UC Berkeley, 2025), <https://www.spur.org/news/2025-10-16/condos-provide-affordable-homeownership-so-why-doesnt-california-build-more-them> and <https://turnercenter.berkeley.edu/research-and-policy/the-financial-impacts-of-construction-defect-liability-on-housing-development-in-california/>.
- [3] Common Sense Institute, "The Decline of Condominium Construction in Colorado: Addressing Litigation Reform to Alleviate the Housing Affordability Crisis," 2025, <https://www.commonsenseinstituteus.org/colorado/research/housing-and-our-community/the-decline-of-condominium-construction-in-colorado-addressing-litigation-reform-to-alleviate-the-housing-affordability-crisis>.
- [4] Joint Center for Housing Studies of Harvard University, *America's Rental Housing 2022* (Cambridge, MA: 2022), pp. 5–7, https://www.jchs.harvard.edu/sites/default/files/reports/files/Harvard_JCHS_Americas_Rental_Housing_2022.pdf.
- [5] Joint Center for Housing Studies of Harvard University, "New Report Shows America's Rental Affordability Crisis Climbing the Income Ladder," press release, January 31, 2019, <https://www.jchs.harvard.edu/press-releases/new-report-shows-americas-rental-affordability-crisis-climbing-income-ladder>.
- [6] Chris Herbert, "Unease in the Housing Market Amid a Worsening Affordability Crisis," Joint Center for Housing Studies of Harvard University, June 24, 2025, <https://www.jchs.harvard.edu/blog/unease-housing-market-amid-worsening-affordability-crisis>.
- [7] Joint Center for Housing Studies of Harvard University, *America's Rental Housing 2022*, p. 8 (discussion of renter households headed by a person age 65 and over), https://www.jchs.harvard.edu/sites/default/files/reports/files/Harvard_JCHS_Americas_Rental_Housing_2022.pdf.
- [8] Hope Walborn, "Baby Boomers Enjoy Convenience of Renting," Pennsylvania Association of Realtors, September 13, 2023, citing Harvard Joint Center for Housing Studies data, <https://www.parealtors.org/blog/baby-boomers-enjoy-convenience-of-renting/>.
- [9] Together Colorado / Metonic Real Estate Solutions, "Dispelling the Myths About Affordable Housing," 2024, summarizing Urban Land Institute, *Higher-Density Development: Myth and Fact* (National Multi Housing Council, Sierra Club, American Institute of Architects, 2005), <https://www.togethercolorado.org/wp-content/uploads/2024/03/Dispelling-the-Myths-About-Affordable-housing-1.pdf>.
- [10] Omar Kashef, "Student Corner: Does Affordable Housing Negatively Impact Nearby Property Values?" Community and Economic Development blog, University of North Carolina School of Government, January 26, 2017, <https://ced.sog.unc.edu/2017/01/26/does-affordable-housing-negatively-impact-nearby-property-values/>.
- [11] Cheryl Young, "There Doesn't Go the Neighborhood: Low-Income Housing Has No Impact on Nearby Home Values," Trulia Research, November 16, 2016, <https://www.trulia.com/research/low-income-housing/>.
- [12] Rebecca Diamond and Tim McQuade, "Who Wants Affordable Housing in Their Backyard? An Equilibrium Analysis of Low Income Property Development," *Journal of Political Economy* 127, no. 3 (2019); see also summary at Stanford Center on Poverty and Inequality, <https://inequality.stanford.edu/publications/media/details/who-wants-affordable-housing-their-backyard-equilibrium-analysis-low>.



VILLAGE OF OAK BROOK

MONTHLY FINANCIAL REPORTS

OCTOBER 2025



Executive Summary on Village Funds

Through October 31, 2025

		YTD		YTD		YTD		Estimated
		Revenues		Expenditures		Net Fund Increase (Decrease)		YTD Ending Fund Balance (Deficit)
<u>Governmental Funds</u>								
General Fund (Major Fund)		\$ 29,604,002	\$	26,015,612	\$	3,588,390	\$	46,965,867
<i>Main operating fund of the Village.</i>								
Hotel Fund (Major Fund)		\$ 2,028,171	\$	1,177,731	\$	850,440	\$	6,197,055
<i>Collects and spends resources from the 3% hotel/motel tax.</i>								
Motor Fuel Tax Fund		\$ 383,765	\$	72,635	\$	311,131	\$	2,703,347
<i>Collects and spends resources from the State motor fuel tax.</i>								
Infrastructure Fund (Major Fund)		\$ 8,805,744	\$	3,646,032	\$	5,159,712	\$	19,584,219
<i>Accounts for construction and maintenance of roadways, drainage, and safety path systems.</i>								
<u>Enterprise Funds</u>								
Water Fund (Major Fund)		\$ 10,151,757	\$	11,192,977	\$	(1,041,219)	\$	20,877,423
<i>Collects user fees for the distribution of water and maintenance of infrastructure.</i>								
Sports Core Fund (Major Fund)		\$ 5,462,416	\$	4,140,993	\$	1,321,424	\$	4,225,312
<i>Accounts for revenues and expenses relating to administration, programs, food and beverage operations, and golf course.</i>								
<u>Internal Service Funds</u>								
Insurance Fund		\$ 2,484,656	\$	2,841,837	\$	(357,180)	\$	40,449
<i>Accounts for the Village's health insurance costs and the related contributions from the Village, employees, retirees, and other agencies.</i>								
Garage Fund		\$ 740,220	\$	587,265	\$	152,955	\$	596,617
<i>Accounts for the maintenance of the Village's vehicle fleet and the related departmental reimbursements.</i>								
Equipment Replacement Fund		\$ 1,185,899	\$	632,882	\$	553,017	\$	4,170,702
<i>Accounts for the replacement of the Village's vehicle fleet and the related departmental contributions.</i>								

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

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

	10/31/24	10/31/25	10/31/25	10/31/25	2025	Difference
	YTD	YTD	YTD	% of YTD	2025	Difference
	Actual	Actual	Amended Budget	Amended Budget	Adopted Budget	Prior Year
<u>OPERATING REVENUES</u>						
Sales Tax	\$ 14,732,334	17,610,942	\$ 14,375,000	122.5%	\$ 17,250,000	\$ 2,878,608
State Income Tax	1,223,502	1,299,711	1,083,333	120.0%	1,300,000	76,209
Replacement Tax	489,504	345,377	458,333	75.4%	550,000	(144,127)
Road & Bridge Tax	21,914	35,691	29,167	122.4%	35,000	13,777
Local Use Tax	256,389	115,917	265,833	43.6%	319,000	(140,473)
Cannabis Use Tax	11,005	10,595	10,417	101.7%	12,500	(410)
Grants	168,440	115,960	142,600	81.3%	171,120	(52,480)
Utility/Telecom. Tax	2,637,210	2,651,738	3,125,000	84.9%	3,750,000	14,528
Licenses and Permits	1,838,594	2,532,140	2,369,493	106.9%	2,747,560	693,546
Charges for Services	2,598,597	1,615,791	904,600	178.6%	2,738,050	(982,806)
Investment Interest	1,742,209	1,126,839	833,333	135.2%	1,000,000	(615,371)
Miscellaneous Income	778,678	467,421	505,184	92.5%	606,221	(311,257)
Total Operating Revenues	\$ 26,498,377	\$ 27,928,122	\$ 24,102,294	115.9%	\$ 30,479,451	\$ 1,429,745
<u>OPERATING EXPENDITURES</u>						
Personnel	\$ 18,202,009	\$ 19,402,140	\$ 19,822,716	97.9%	\$ 23,787,259	\$ 1,200,132
Materials and Supplies	471,187	428,350	574,545	74.6%	689,454	\$ (42,837)
Operation and Contract	4,964,751	5,242,714	6,093,769	86.0%	7,312,523	\$ 277,963
Other Expenditures	8,473	24,821	8,250	300.9%	9,900	\$ 16,348
Capital Outlay	342,982	917,587	510,479	179.8%	612,575	\$ 574,605
Total Operating Expenditures	\$ 23,989,401	\$ 26,015,612	\$ 27,009,759	96.3%	\$ 32,411,711	\$ 2,026,211
<u>SURPLUS (DEFICIT) OF REVENUES OVER EXPENDITURES</u>						
	\$ 2,508,976	\$ 1,912,510	\$ (2,907,465)	-65.8%	\$ (1,932,260)	\$ (596,466)
<u>INTERFUND TRANSACTIONS</u>						
Transfers In	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Transfers Out				N/A		-
Reimbursements From Other Funds	729,950	1,675,880	1,675,885	100.0%	2,011,062	945,930
Reimbursements To Other Funds	-	-	-	N/A	-	-
Sports Core Loan				N/A	-	-
Total Interfund Transactions	\$ 729,950	\$ 1,675,880	\$ 1,675,885	100.0%	\$ 2,011,062	\$ 945,930
NET FUND INCREASE (DECREASE)	\$ 3,238,926	\$ 3,588,390	\$ (1,231,580)		\$ 78,802	\$ 349,464

*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 October 31, 2025

	10/31/24	10/31/25	10/31/25	10/31/25	2025	Difference
	YTD	YTD	YTD	% of YTD	Adopted	Prior
	Actual	Actual	Amended	Amended	Budget	Year
			Budget	Budget		
<u>OPERATING REVENUES</u>						
Hotel Tax	\$ 1,389,705	\$ 1,387,661	\$ 1,166,667	118.9%	\$ 1,400,000	\$ (2,044)
Investment Interest	177,487	159,143	50,000	318.3%	60,000	(18,345)
Loan Interest	1,000	-	-	N/A	-	(1,000)
Miscellaneous	-	481,368	420,417		504,500	481,368
Total Operating Revenues	\$ 1,568,192	\$ 2,028,171	\$ 1,637,083	123.9%	\$ 1,964,500	\$ 459,979
<u>EXPENDITURES</u>						
Personnel	\$ 44,967	\$ 117,216	\$ 117,390		\$ 140,868	\$ -
Operation and Contract	(7,034)	751,427	813,304	0.92	975,965	758,460.47
Capital Outlay	5,583	137,598	494,792	27.8%	593,750	132,015
Total Expenditures	\$ 43,516	\$ 1,006,241	\$ 1,308,096	76.9%	\$ 1,710,583	\$ 890,476
SURPLUS (DEFICIT) OF REVENUES OVER EXPENDITURES	\$ 1,524,676	\$ 1,021,930	\$ 211,597	483.0%	\$ 253,917	\$ (430,497)
<u>INTERFUND TRANSACTIONS</u>						
Transfer Out	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Reimbursements to Other Funds	(182,934)	(171,490)	(171,493)	100.0%	(205,791)	11,444
Total Interfund Transactions	\$ (203,260)	\$ (171,490)	\$ (171,493)	100.0%	\$ (205,791)	\$ 11,444
NET FUND INCREASE (DECREASE)	\$ 1,321,416	\$ 850,440	\$ 40,105		\$ 48,126	\$ (419,053)

Note - Expenditures are recorded in program 171.

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

	10/31/24 YTD Actual	10/31/25 YTD Actual	10/31/25 YTD Amended Budget	10/31/25 % of YTD Amended Budget	2025 Adopted Budget	Difference Prior Year
<u>OPERATING REVENUES</u>						
Non-Home Rule Sales Tax	\$ 6,362,440	\$ 7,644,848	\$ 5,829,167	131.1%	\$ 6,995,000	\$ 1,282,408
Charges for Services	-	-	-	N/A	-	\$ -
Investment Interest	759,428	653,787	333,333	196.1%	400,000	(105,640)
Grants	-	507,108	-	N/A	-	507,108
Miscellaneous	3,970	-	-	N/A	-	(3,970)
Total Operating Revenues	\$ 7,125,838	\$ 8,805,744	\$ 6,162,500	142.9%	\$ 7,395,000	\$ 1,679,905
<u>OPERATING EXPENDITURES</u>						
Personnel	\$ 17,817	\$ 13,466	\$ -	N/A	\$ -	\$ (4,351)
Materials and Supplies	18,433	39,908	39,833	100.2%	47,800	21,475
Operation and Contract	1,084,722	955,866	1,906,845	50.1%	2,288,213	(128,855)
Other Expenditures	-	-	-	N/A	-	-
Capital Outlay	806,359	2,051,871	3,759,312	54.6%	4,511,174	1,245,512
Total Operating Expenditures	\$ 1,927,332	\$ 3,061,112	\$ 5,705,990	53.6%	\$ 6,847,187	\$ 1,133,780
<u>SURPLUS (DEFICIT) OF REVENUES OVER EXPENDITURES</u>						
	\$ 5,198,507	\$ 5,744,632	\$ 456,510	1258.4%	\$ 547,813	\$ 546,125
<u>INTERFUND TRANSACTIONS</u>						
Transfers In	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Reimbursements From Other Funds	-	-	166,667	0.0%	200,000	-
Reimbursements To Other Funds	(26,670)	(584,920)	(584,922)	100.0%	(701,906)	(558,250)
Total Interfund Transactions	\$ (26,670)	\$ (584,920)	\$ (418,255)	139.8%	\$ (501,906)	\$ (558,250)
NET FUND INCREASE (DECREASE)	\$ 5,171,837	\$ 5,159,712	\$ 38,255		\$ 45,907	\$ (12,125)

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

	10/31/24	10/31/25	10/31/25	10/31/25	2025	Difference
	YTD	YTD	YTD	% of YTD	2025	Difference
	Actual	Actual	Amended	Amended	Adopted	Prior
			Budget	Budget	Budget	Year
<u>OPERATING REVENUES</u>						
Plan Review Fees	\$ 1,352	\$ 2,175	\$ 438	497.1%	\$ 525	\$ 823
Building/Inspection Fees	-	-	1,250	0.0%	1,500	-
Water Sales	8,705,658	8,865,012	9,424,329	94.1%	11,309,195	159,354
Unmetered Sales	57,105	50,781	50,000	101.6%	60,000	(6,325)
Water Connection Fees	65,090	85,688	61,667	139.0%	74,000	20,598
Fire Service Charge	-	-	-	N/A	-	-
Meter Charges	11,720	31,292	12,500	250.3%	15,000	19,572
Special Services	15,054	31,852	12,500	254.8%	15,000	16,798
Investment Interest	1,214,682	953,683	583,333	163.5%	700,000	(260,999)
Proceeds from Property Sale	1,090,855	-	-	N/A	-	(1,090,855)
Miscellaneous	110,967	131,275	62,500	210.0%	75,000	20,307
Total Operating Revenues	\$ 11,272,482	\$ 10,151,757	\$ 10,208,517	99.4%	\$ 12,250,220	\$ (1,120,725)
<u>OPERATING EXPENDITURES</u>						
Personnel	\$ 505,907	\$ 495,834	\$ 547,731	90.5%	\$ 657,277	\$ (10,073)
Materials and Supplies	82,089	111,294	99,726	111.6%	119,671	29,205
Operation and Contract	5,147,192	5,483,180	5,752,966	95.3%	6,903,559	335,987
Capital Outlay	3,650,560	4,611,659	6,461,825	71.4%	7,754,190	961,099
Total Expenditures	\$ 9,385,748	\$ 10,701,967	\$ 12,862,247	83.2%	\$ 15,434,696	\$ 1,316,218
Surplus (Deficit) of Revenues Over Expenditures	\$ 1,886,734	\$ (550,209)	\$ (2,653,730)	20.7%	\$ (3,184,476)	\$ (2,436,943)
<u>INTERFUND TRANSACTIONS</u>						
Reimbursements To Other Funds	\$ (364,070)	\$ (491,010)	\$ (491,002)	100.0%	\$ (589,202)	\$ (126,940)
Total Interfund Transactions	\$ (364,070)	\$ (491,010)	\$ (491,002)	100.0%	\$ (589,202)	\$ (126,940)
Fund Increase/(Decrease) - Budgetary Basis	\$ 1,522,664	\$ (1,041,219)	\$ (3,144,732)		\$ (3,773,678)	\$ (2,563,883)

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

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

					10/31/25	10/31/25	10/31/25		2025	10/31/24	Difference
	B&T Recreation	Field	Clubhouse	Golf	YTD	YTD	% of YTD		Adopted	YTD	
	Operations	Operations	Operations	Club	Total	Amended	Amended		Budget	Total	Prior
						Budget	Budget				Year
<u>OPERATING REVENUES</u>											
Memberships	\$ 587,239	\$ -	\$ -	\$ 358,600	\$ 945,839	\$ 799,672	118.3%	\$	959,607	\$ 824,618	\$ 121,222
Greens Fees	-	-	-	1,763,286	1,763,286	1,554,992	113.4%		1,865,990	1,699,612	63,674
Pro Shop Sales	-	-	-	182,619	182,619	150,000	121.7%		180,000	226,150	(43,532)
Golf Lessons	-	-	-	122,735	122,735	37,500	327.3%		45,000	161,373	(38,638)
Driving Range Fees	-	-	-	694,504	694,504	551,152	126.0%		661,382	35,035	659,469
Golf Surcharge	-	-	-	230,178	230,178	187,500	122.8%		225,000	13,039	217,138
Rentals	-	159,706	180,201	671,155	1,011,062	918,333	110.1%		1,102,000	799,736	211,326
Programs/User Fees	136,255	-	-	-	136,255	171,500	79.4%		205,800	137,727	(1,471)
Food Sales	64,257	-	-	88,918	153,175	48,150	318.1%		57,780	684,253	(531,078)
Beverage Sales	37,353	-	-	-	37,353	65,733	56.8%		78,880	65,111	(27,758)
Grants	-	-	-	-	-	-	N/A		-	-	-
Other Revenue	116,090	-	-	35,981	152,071	81,667	186.2%		98,000	106,486	45,585
Total Operating Revenues	\$ 941,195	\$ 159,706	\$ 180,201	\$ 4,147,975	\$ 5,429,076	\$ 4,566,199	118.9%	\$	5,479,439	\$ 4,753,140	\$ 675,937
<u>OPERATING EXPENDITURES</u>											
Personnel	\$ 218,646	\$ -	\$ -	\$ 1,264,364	\$ 1,483,010	\$ 1,375,886	107.8%	\$	1,651,064	\$ 1,253,576	\$ 229,434
Materials & Supplies	27,001	-	4,800	367,812	399,613	355,025	112.6%		426,030	333,980	65,633
Operational & Contractual	551,841	33,510	42,955	305,489	933,795	1,009,756	92.5%		1,211,708	947,756	(13,961)
Other	-	-	-	-	-	-	N/A		-	-	-
Capital	260,349	-	-	602,427	862,775	1,308,295	65.9%		1,569,954	1,543,489	(680,713)
Total Operating Expenditures	\$ 1,057,836	\$ 33,510	\$ 47,755	\$ 2,540,092	\$ 3,679,193	\$ 4,048,962	90.9%	\$	4,858,755	\$ 4,078,801	\$ (399,608)
B&T Administration Overhead Allocation*	\$ 546,697	\$ (46,462)	\$ (100,746)	\$ (399,489)	\$ -	\$ -	N/A	\$	-	\$ -	\$ -
Operating Revenues Over (Under) Expenditures	\$ 430,055	\$ 79,734	\$ 31,700	\$ 1,208,395	\$ 1,749,884	\$ 517,237	338.3%	\$	620,684	\$ 674,339	\$ 1,075,544
<u>INTERFUND TRANSACTIONS</u>											
Reimbursement From Other Funds	\$ 33,340	\$ -	\$ -	\$ -	\$ 33,340	\$ 33,333	100.0%	\$	40,000	\$ 33,340	\$ -
Reimbursement To General Fund	(461,800)	-	-	-	(461,800)	(461,755)	100.0%		(554,106)	(169,290)	(292,510)
Total Interfund Transactions	\$ (428,460)	\$ -	\$ -	\$ -	\$ (428,460)	\$ (428,422)	100.0%	\$	(514,106)	\$ (135,950)	\$ (292,510)
Total Revenues Over (Under) Expenditures - Budgetary Basis	\$ 1,595	\$ 79,734	\$ 31,700	\$ 1,208,395	\$ 1,321,424	\$ 88,815		\$	106,578	\$ 538,389	\$ 783,034

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

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

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

	811 B&T Admin	812 Swimming	813 Tennis	822 Poolside Café	10/31/25 YTD Total	10/31/25 YTD Adopted Budget	10/31/25 % of YTD Amended Budget	2025 Adopted Budget	10/31/24 YTD Total	Difference Prior Year
<u>OPERATING REVENUES</u>										
Memberships	\$ -	\$ 559,845	\$ 27,394	\$ -	\$ 587,239	\$ 418,985	140.2%	\$ 502,782	\$ 431,243	\$ 155,997
Programs/User Fees	-	87,642	48,614	-	136,255	171,500	79.4%	205,800	137,727	(1,471)
Food Sales	-	-	-	64,257	64,257	6,692	960.3%	8,030	8,587	-
Beverage Sales	-	-	-	37,353	37,353	3,025	1234.8%	3,630	-	-
Grants	-	-	-	-	-	-	N/A	-	-	-
Other Revenue	110,101	-	3,489	2,500	116,090	75,833	153.1%	91,000	98,552	17,538
Total Operating Revenues	\$ 110,101	\$ 647,487	\$ 79,497	\$ 104,110	\$ 941,195	\$ 676,035	139.2%	\$ 811,242	\$ 676,108	\$ 172,064
<u>OPERATING EXPENDITURES</u>										
Personnel	\$ 164,802	\$ 53,844	\$ -	\$ -	\$ 218,646	\$ 242,181	90.3%	\$ 290,617	\$ 207,544	\$ 11,102
Materials & Supplies	457	24,470	2,073	-	27,001	23,463	115.1%	28,155	36,508	(9,507)
Operational & Contractual	74,640	307,097	76,798	93,306	551,841	536,123	102.9%	643,347	546,986	4,856
Other	-	-	-	-	-	-	N/A	-	-	-
Capital	228,754	31,595	-	-	260,349	599,083	43.5%	718,900	720,250	(459,901)
Total Operating Expenditures	\$ 468,653	\$ 417,006	\$ 78,871	\$ 93,306	\$ 1,057,836	\$ 1,400,850	75.5%	\$ 1,681,019	\$ 1,511,287	\$ (453,451)
B&T Administration Overhead Allocation*	\$ 693,339	\$ (115,437)	\$ (22,872)	\$ (8,333)	\$ 546,697	546,697	100.0%	\$ 656,036	\$ 31,214	\$ 515,483
Operating Revenues Over (Under) Expenditures	\$ 334,787	\$ 115,044	\$ (22,247)	\$ 2,471	\$ 430,055	\$ (178,118)	-241.4%	\$ (213,742)	\$ (803,965)	\$ 1,140,997
<u>INTERFUND TRANSACTIONS</u>										
Reimbursement From Other Fund	\$ 33,340	\$ -	\$ -	\$ -	\$ 33,340	\$ 33,333	100.0%	\$ 40,000	\$ 33,340	\$ -
Reimbursement To General Fund	(461,800)	-	-	-	(461,800)	(461,755)	100.0%	(554,106)	(42,320)	(419,480)
Total Interfund Transactions	\$ (428,460)	\$ -	\$ -	\$ -	\$ (428,460)	\$ (428,422)	100.0%	\$ (514,106)	\$ (8,980)	\$ (419,480)
Total Revenues Over (Under) Expenditures - Budgetary Basis	\$ (93,673)	\$ 115,044	\$ (22,247)	\$ 2,471	\$ 1,595	\$ (606,540)		\$ (727,848)	\$ (812,945)	\$ 721,517

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

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

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

	815 Polo	816 Open Fields	10/31/25 YTD Total	10/31/25 YTD Amended Budget	10/31/25 % of YTD Amended Budget	2025 Adopted Budget	10/31/24 YTD Total	Difference Prior Year
<u>OPERATING REVENUES</u>								
Field Rentals	\$ -	\$ 159,706	\$ 159,706	\$ 169,167	94.4%	\$ 203,000	\$ 151,958	\$ 7,748
Range Rentals	-	-	-	-	N/A	-	-	-
Taste of Oak Brook	-	-	-	-	N/A	-	-	-
Other Revenue	-	-	-	-	N/A	-	-	-
Total Operating Revenues	\$ -	\$ 159,706	\$ 159,706	\$ 169,167	94.4%	\$ 203,000	\$ 151,958	\$ 7,748
<u>OPERATING EXPENDITURES</u>								
Personnel	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	\$ -	\$ -
Materials & Supplies	-	-	-	7,908	0.0%	9,490	-	-
Operational & Contractual	-	33,510	33,510	63,352	52.9%	76,022	30,986	2,524
Capital	-	-	-	-	N/A	-	-	-
Total Operating Expenditures	\$ -	\$ 33,510	\$ 33,510	\$ 71,260	47.0%	\$ 85,512	\$ 30,986	\$ 2,524
B&T Administration Overhead Allocation*	\$ -	\$ (46,462)	\$ (46,462)	(46,462)	100.0%	\$ (55,754)	\$ -	\$ (46,462)
Total Revenues Over (Under) Expenditures - Budgetary Basis	\$ -	\$ 79,734	\$ 79,734	\$ 51,444	155.0%	\$ 61,733	\$ 120,972	\$ (41,238)

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

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

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

	821 B&T Clubhouse	10/31/25 YTD Amended Budget	10/31/25 % of YTD Amended Budget	2025 Adopted Budget	10/31/24 YTD Total	Difference Prior Year
<u>OPERATING REVENUES</u>						
Rentals	\$ 180,201	\$ 195,000	92.4%	\$ 234,000	\$ 114,410	\$ 65,791
Other Revenue	-	-	0.0%	-	-	-
Total Operating Revenues	\$ 180,201	\$ 195,000	92.4%	\$ 234,000	\$ 114,410	\$ 65,791
<u>OPERATING EXPENDITURES</u>						
Personnel	\$ -	\$ -	N/A	\$ -	\$ -	\$ -
Materials & Supplies	4,800	11,458	41.9%	13,750	7,354	(2,555)
Operational & Contractual	42,955	33,638	127.7%	40,365	41,163	1,793
Capital	-	-	N/A	-	-	-
Total Operating Expenditures	\$ 47,755	\$ 45,096	105.9%	\$ 54,115	\$ 48,517	\$ (762)
B&T Administration Overhead Allocation*	\$ (100,746)	(100,746)	100.0%	\$ (120,895)	\$ (10,417)	\$ (90,329)
Operating Revenues Over (Under) Expenditures	\$ 31,700	\$ 49,158	64.5%	\$ 58,990	\$ 55,476	\$ (23,776)
Total Revenues Over (Under) Expenditures - Budgetary Basis	\$ 31,700	\$ 49,158		\$ 58,990	\$ 55,476	\$ (23,776)

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

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

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

	823 Golf Café	831 Golf General Operation	832 Golf Learning & Practice	833 Golf Cart Operations	834 Golf Course Maintenance	844 Golf Surcharge	10/31/25 YTD Total	10/31/25 YTD Amended Budget	10/31/25 % of YTD Amended Budget	2025 Adopted Budget	10/31/24 YTD Total	Difference Prior Year
<u>OPERATING REVENUES</u>												
Memberships	\$ -	\$ 358,600	\$ -	\$ -	\$ -	\$ -	\$ 358,600	\$ 380,688	94.2%	\$ 456,825	\$ 393,375	\$ (34,775)
Greens Fees	-	1,763,286	-	-	-	-	1,763,286	1,554,992	113.4%	1,865,990	1,699,612	63,674
Pro Shop Sales	-	182,619	-	-	-	-	182,619	150,000	121.7%	180,000	226,150	(43,532)
Golf Lessons	-	-	122,735	-	-	-	122,735	37,500	327.3%	45,000	161,373	(38,638)
Driving Range Fees	-	-	694,504	-	-	-	694,504	551,152	126.0%	661,382	35,035	659,469
Rentals	28,850	10,329	68,000	563,977	-	-	671,155	554,167	121.1%	665,000	533,369	137,787
Food Sales	88,918	-	-	-	-	-	88,918	41,458	214.5%	49,750	675,666	(586,749)
Beverage Sales	-	-	-	-	-	-	-	62,708	0.0%	75,250	65,111	(65,111)
Golf Surcharge	-	-	-	-	-	230,178	230,178	187,500	122.8%	225,000	13,039	217,138
Other Revenue	-	35,981	-	-	-	-	35,981	5,833	616.8%	7,000	7,934	28,047
Total Operating Revenues	\$ 117,768	\$ 2,350,814	\$ 885,239	\$ 563,977	\$ -	\$ 230,178	\$ 4,147,975	\$ 3,525,998	117.6%	\$ 4,231,197	\$ 3,810,665	\$ 337,311
<u>OPERATING EXPENDITURES</u>												
Personnel	\$ -	\$ 367,189	\$ 154,694	\$ 71,397	\$ 671,084	\$ -	\$ 1,264,364	\$ 1,133,705	111.5%	\$ 1,360,447	\$ 1,046,032	\$ 218,332
Materials & Supplies	(783)	128,103	32,678	1,333	206,480	-	367,812	312,196	117.8%	374,635	290,117	77,695
Operational & Contractual	-	217,889	36,626	7,094	43,880	-	305,489	376,644	81.1%	451,973	328,622	(23,133)
Other	-	-	-	-	-	-	-	-	N/A	-	-	-
Capital	-	480,206	-	48,470	73,750	-	602,427	709,211	84.9%	851,054	823,239	(220,812)
Total Operating Expenditures	\$ (783)	\$ 1,193,386	\$ 223,999	\$ 128,295	\$ 995,194	\$ -	\$ 2,540,092	\$ 2,531,757	100.3%	\$ 3,038,108	\$ 2,488,011	\$ 52,081
Operating Revenues Over (Under) Expenditures	\$ 118,550	\$ 1,157,428	\$ 661,240	\$ 435,682	\$ (995,194)	\$ 230,178	\$ 1,607,884	\$ 994,241	161.7%	\$ 1,193,089	\$ 1,322,654	\$ 285,230
B&T Administration Overhead Allocation*	\$ -	\$ (399,489)	\$ -	\$ -	\$ -	\$ -	\$ (399,489)	(399,489)	100.0%	\$ (479,387)	\$ (20,797)	\$ (378,692)
<u>INTERFUND TRANSACTIONS</u>												
Reimbursement To General Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	0.0%	\$ -	\$ (126,970)	
Total Interfund Transactions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	\$ -	\$ -	\$ (126,970)	
Total Revenues Over (Under) Expenditures - Budgetary Basis	\$ 118,550	\$ 757,939	\$ 661,240	\$ 435,682	\$ (995,194)	\$ 230,178	\$ 1,208,395	\$ 594,752		\$ 713,702	\$ 1,174,887	\$ (93,462)

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



ITEM 7.D.1.

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

AGENDA ITEM

Board of Trustees Regular Meeting
of
December 9, 2025

SUBJECT: Surplus Property

FROM: Rania Serences, Purchasing and Budgeting Coordinator

BUDGET SOURCE/BUDGET IMPACT: N/A

RECOMMENDED MOTION: I move to approve Ordinance S-1737, An Ordinance Authorizing the Sale or Donation or Recycling or Disposal of Certain Items of Personal Property Owned by the Village of Oak Brook

Background/History:

The attached ordinance authorizes the recycling of IT equipment from various departments and the sale of Public Works equipment. All the surplus items have reached the end of their useful lives and have been replaced with newer models.

Staff will contact Digital R-E-D of Batavia, Illinois, who will recycle the surplus workstations, monitor, and printers efficiently and safely in an environmentally sustainable manner. Digital R-E-D has a zero landfill policy and is focused on providing recycling transparency. Digital R-E-D has previously provided this service for the Village and there is no charge for this service. Hard drives and operating systems on the workstations have been removed and will be disposed of separately.

The Public Works equipment consists of a 2007 Hoffman Monty 1625 Tire Changer and a 2007 Geodyna 9600p Wheel Balancer. Staff will register the Public Works equipment with iBid, the online auctioneer run by the State of Illinois. If no bids are received through the online auction, any remaining equipment will be disposed of properly.

Recommendation:

Staff recommends that the Village Board approve Ordinance S-1737, An Ordinance Authorizing the Sale or Donation or Recycling or Disposal of Certain Items of Personal Property Owned by the Village of Oak Brook

Attachments:

1. IT&PWSurplusOrd

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

ORDINANCE

2025-PP-S-1737

**AN ORDINANCE AUTHORIZING THE SALE OR DONATION OR
RECYCLING OR DISPOSAL OF CERTAIN ITEMS OF PERSONAL
PROPERTY OWNED BY THE VILLAGE OF OAK BROOK**

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

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

Village Board

Published in pamphlet form by authority of the
President and the Board of Trustees of the Village of Oak Brook
on this the 9th day of December 2025

**ORDINANCE 2025-PP-S-1737
AN ORDINANCE AUTHORIZING THE SALE OR DONATION OR RECYCLING OR
DISPOSAL OF CERTAIN ITEMS OF PERSONAL PROPERTY OWNED BY
THE VILLAGE OF OAK BROOK**

WHEREAS, in the opinion of a majority of the corporate authorities, it is no longer necessary or useful or in the best interests of the Village to retain the items of personal property listed below; and

WHEREAS, the Village wishes to dispose of said property by sale or donation or recycling or disposal.

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 foregoing recitals are incorporated herein as findings of the corporate authorities.

Section 2: Pursuant to 65 ILCS 5/11-76-4, the President and Board of Trustees find that the items listed below, now owned by the Village, are surplus property and are no longer necessary or useful to the Village and the best interests of the Village will be served by the sale of the Public Works equipment and of the recycling of the IT equipment. Any Public Works equipment that does not sell via the iBid online auction shall be disposed of properly.

Section 3: Pursuant to 65 ILCS 5/11-76-4, the Village Manager is hereby authorized and directed to dispose of the above items by sale or donation or recycling or disposal, as designated in Section 2.

Section 4: This ordinance shall be in full force and effect from and after its passage, approval and publication as required by law.

APPROVED THIS 9th day of December 2025.

Laurence E. Herman
Village President

PASSED THIS 9th day of December 2025.

Ayes: _____

Nays: _____

Absent: _____

ATTEST:

Netasha Scarpiniti
Village Clerk

IT SURPLUS EQUIPMENT TO BE RECYCLED BY DIGITAL R-E-D	
<u>ITEM DESCRIPTION</u>	<u>SERIAL NUMBER</u>
Workstation	3FR7Z23
Workstation	55VYM83
Workstation	3F6FZ23
Workstation	3G3FZ23
Workstation	55F0N83
Workstation	7K094Z2
Workstation	FZNRCH2
Workstation	DLKMG2
Workstation	3F2HZ23
Workstation	3FT9Z23
Workstation	3G3DZ23
Workstation	8JRWFB2
Workstation	7HP44Z2
Workstation	3F3JZ23
Workstation	3F4DZ23
Workstation	8JZ7YJ2
Workstation	3F5GZ23
Workstation	3G48Z23
Workstation	JS6GTH3
Workstation	7S6GTH3
Workstation	CQ6GTH3
Workstation	8R6GTH3
Workstation	8Q1FLM3
Workstation	5NMGTH3
Workstation	BRZGTH3
Workstation	FKZGQ54
Workstation	G8J6X81
Workstation	2JHJ721
Workstation	KQ63V67
Workstation	KQ7BH46
Colortrac Computer/Monitor	1B604040020400
Monitor	CN0KG49T7426137D1KPU
Monitor	CN0KG49T7426137F2A4U
Monitor	CN0KG49T7426137F1HMU
Monitor	CN0F8NDP7426108D0N3U

Monitor	MX04X6C0742620BI2LKU
Monitor	CN0XVNTWS20074IE02LA03
Monitor	CN0KG49T7426128A0W8U
Monitor	CN0M43CDWSL0013JA69WA04
Monitor	MX04X6C0742620BI1ATU
Monitor	CN0X0KTD7426162H6L1LA03
Monitor	CN0PVJVV742615362K0L
Monitor	CN0PVJVV7426153622LL
Monitor	MX04X6C0742620BI1ANU
Monitor	CN0Y183D742619AS14WU
Monitor	CN0X0KTD7426162H6ARLA03
Monitor	CN0XVNTWS20074BEUH0A03
Monitor	CN0488CGWS2008B1955LA09
Monitor	J133004330
Monitor	CN0F8NDP742610980A8U
Monitor	MX04X6C0742620BI1ARU
Monitor	CN0X0KTD7426162H6MULA03
Monitor	CN0Y183D7426195P2DCU
Monitor	CN0Y183D7426195P2E5U
Monitor	CN0Y183D7426195P2DLU
Monitor	CN0X0KTD7426162H6DDLA03
Monitor	CN0KG49T74261195239U
Monitor	CN0663YCQDC0034J0WGLA05
Monitor	MX0X175R7426208O1T9U
Monitor	CN0F8NDP742610940UUU
Monitor	CN0PVJVV742615361FVL
Monitor	CN0F8NDP742610940URU
Printer	VNG3H14391
Printer	PHGFB35969
Printer	PHGFD52741
Printer	PHGFB36550
Printer	PHBB605155
Canon Wide Format Scanner/Printer	28378
Colortrac Scanner	K6090689

PUBLIC WORKS SURPLUS EQUIPMENT TO BE SOLD ON IBID	
<u>ITEM DESCRIPTION</u>	<u>SERIAL NUMBER</u>
2007 Hoffman Monty 1625 Tire Changer	05116027232002033
2007 Geodyna 9600p Wheel Balancer	G90HE002



ITEM 9.A.1.

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

AGENDA ITEM

Board of Trustees Regular Meeting
of
December 9, 2025

SUBJECT: Resolution R-2278, Release of 1983 Water Supply Agreement for Mid-America Plaza

FROM: Rebecca Von Drasek, Development Services Director

BUDGET SOURCE/BUDGET IMPACT: N/A

RECOMMENDED MOTION: I move to approve Resolution R-2278, A Resolution Approving a Termination and Release Agreement for Water Service; (Mid-America Plaza).

Background/History:

On September 27, 1983, the Village of Oak Brook entered into a Water Supply Agreement (the "Agreement") with Lincoln Oakbrook Terrace, Ltd., the then-owner of the property now commonly known as the Mid-America Plaza (the "Property"). The Agreement provided for the Village to supply water to the Property.

At the time the Agreement was executed, the City of Oakbrook Terrace did not have a municipal water system available for connection. In the absence of a viable private well system, entering into an agreement with the Village of Oak Brook was the most practical solution for providing water service to the Property.

Since that time, the Village of Oak Brook has sold portions of its water system, including the infrastructure serving the Mid-America Plaza, to Aqua Illinois. As a result of this sale, the owners of the Mid-America Plaza are requesting release from the original 1983 Water Supply Agreement.

To clear the Agreement from the title of the Property, the owners are requesting that the Village Board execute a formal release. Staff has prepared the attached resolution to release the property owner from the Water Supply Agreement.

Recommendation:

Staff recommends that the Village Board approve Resolution R-2278, A Resolution Approving a Termination and Release Agreement for Water Service; (Mid-America Plaza).

Attachments:

1. 2025-DVSRVCS-WTR-AG-R-2278
2. Termination of Recorded Water Agreement (Rev. 12-1-25)
3. Schedule BII-21 (R83-70674)

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

RESOLUTION

NUMBER 2025-DVSRVCS-WTR-AG-R-2278

A RESOLUTION
APPROVING A TERMINATION AND RELEASE AGREEMENT
FOR WATER SERVICE; (MID-AMERICA PLAZA)

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

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

Village Board

Published in pamphlet form by authority of the
President and the Board of Trustees of the Village of Oak Brook
on this 9th day of December 2025

RESOLUTION NO. 2025-DVSRVCS-WTR-AG-R-2278

A RESOLUTION
APPROVING A TERMINATION AND RELEASE AGREEMENT FOR WATER SERVICE; (MID-AMERICA PLAZA)

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

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

WHEREAS, on September 27, 1983, the Village entered into an agreement (the "Water Supply Agreement") with Lincoln Oakbrook Terrace, Ltd., the then-owner of certain property that is now commonly known as the Mid-America Plaza (the "Property") for the Village to supply water to the Property;

WHEREAS, in 2024, the Village sold a portion of its water supply facilities to Aqua Illinois, LLC, that included the facilities that ultimately supply the Property, rendering the Water Supply Agreement for the supply of water services unnecessary;

WHEREAS, IPX MID AMERICA INVESTORS, LLC, as successor in interest to Lincoln Oakbrook Terrace, Ltd., and the current owner of the Property requested a termination and release of the Water Supply Agreement for the reasons provided herein;

WHEREAS, Staff now recommends the Corporate Authorities to authorize and approve the Termination Agreement (the "Agreement") which terminates the Water Supply Agreement and releases all parties thereto from any further obligations thereunder, a copy of which is attached hereto and incorporated herein as Exhibit A; and

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

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

Section One – Recitals

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

Section Two – 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. The Village Clerk is further authorized to cause the Agreement to be recorded against the Property.

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 9th day of December 2025.

Ayes: _____

Nays: _____

Absent: _____

APPROVED THIS 9th day of December 2025.

LAURENCE E. HERMAN,
Village President

ATTEST:

NETASHA SCARPINITI,
Village Clerk

EXHIBIT A

[Agreement]

RECORDING COVER SHEET

**This Instrument Prepared by &
After Recording Return to:**

Village of Oak Brook
1200 Oak Brook Road,
Oak Brook, Illinois 60523

(For Recorder's Use Only)

THE TERMINATION AGREEMENT ATTACHED TO THIS RECORDING COVER SHEET HAS BEEN AUTHORIZED BY THE OWNER(S) OF RECORD OF THOSE CERTAIN PARCELS OF PROPERTY LOCATED IN THE COUNTY OF DUPAGE, STATE OF ILLINOIS, LISTED BELOW, TO BE RECORDED AGAINST THE SAME FOR THE PURPOSES REFERENCED THEREIN:

Property Index Number (PINs): 06-22-415-027-0000

Legal Description: See **Exhibit A** attached hereto

NOTE:

THE ACT OF RECORDING THIS DOCUMENT DOES NOT CONSTITUTE A TRANSACTION OR CONVEYANCE OF ANY LEGAL INTEREST IN REAL PROPERTY AND IS INTENDED TO BE FOR INFORMATIONAL PURPOSES ONLY.

TERMINATION AGREEMENT

THIS TERMINATION (this “Termination”) is made as of the ____ day of _____, 2025 (the “Effective Date”) as it relates to that certain Agreement dated September 27, 1983 and recorded September 29, 1983 as Document R83-70674 with the DuPage County Recorder of Deeds (the “Agreement”) by and between the Village of Oak Brook, a municipal corporation organized under the laws of the State of Illinois with its principal place of business at 1200 Oak Brook Road, Oak Brook, IL 60523 (the “Village”) and IPX MID AMERICA INVESTORS, a Delaware limited liability company, as successor in interest to Lincoln Oakbrook Terrace, Ltd., an Illinois corporation, with its principal place of business at 3843 West Chester Pike Newtown Square, Pennsylvania 19073 (“Owner”). Both the Village and Owner each individually a “Party” and collectively the “Parties” hereto, state the following:

RECITALS

WHEREAS, on the effective date of the Agreement, the Village was the provider of water to that certain real property owned by Owner and commonly known as 1 and 2 Mid America Plaza, Oakbrook Terrace, Illinois 60181 (the “Property”);

WHEREAS, in 2024, the Village sold a portion of its water supply facilities to Aqua Illinois, LLC that included the facilities that ultimately supply the Property, rendering the Agreement between the Village and Owner for the supply of water services unnecessary;

WHEREAS, the Parties desire to enter this mutual Termination of the Agreement for the foregoing reasons.

NOW THEREFORE, in consideration of the covenants and agreements contained in this Termination, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. All obligations relating to the supply of water to the Property under the Agreement are hereby revoked, and the Agreement shall hereafter be deemed as terminated and no longer in effect.
2. Hold Harmless. Each Party releases and forever discharges the other, its officers, employees, agents, successors, and assigns from any and all claims, demands, obligations, or liabilities of any kind, whether known or unknown, arising out of or related to the Agreement.
3. Entire Agreement, No Oral Modification. This Termination constitutes the entire agreement between the Parties with respect to the subject matter and shall not be modified, amended, waived, canceled, or revoked, except by a supplemental written agreement executed by the Parties hereto.
4. Illinois Law. This Termination shall be construed and enforced in accordance with the laws of the State of Illinois.
5. Counterparts. This Termination may be executed in multiple counterparts, each one of which shall be deemed an original but all of which, taken collectively, shall be deemed a single instrument.

6. Rule of Construction. The Parties acknowledge and agree that they have each had the opportunity to have this Termination reviewed by counsel of their choosing. Therefore, the normal rule that ambiguities are construed against the drafter shall not apply in connection with the interpretation and construction of this Termination.
7. Validity of Agreement. The Parties represent and agree that the person executing this Termination on its behalf has the full and complete permission and authority of the entity for which s/he is executing this Termination and have the full right and authority to commit and fully bind themselves, their representatives, agents, principals, predecessors, successors, and privies according to the provisions hereof. This Termination is a legally valid, binding and enforceable obligation of the Parties in accordance with its terms.

[Remainder of page intentionally left blank, signature page to follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth below their respective signatures, to be effective as of the date last signed.

VILLAGE OF OAK BROOK,
AN ILLINOIS MUNICIPAL CORPORATION

By: _____
Name: _____
Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, the _____ of VILLAGE OF OAK BROOK who is personally known to me to be the same person whose name is subscribed to the foregoing instrument in as such capacity, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said entity, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this _____, day of _____ 2025.

NOTARY PUBLIC

(SEAL)

[Owner's signature page follows]

OWNER:

IPX MID AMERICA INVESTORS,
a Delaware limited liability company

By: _____
Name: Michael D. Brower
Title: Senior Vice President

STATE OF _____)
) ss.
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Michael D. Brower, the Senior Vice President of IPX MID AMERICA INVESTORS, LLC, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument in as such capacity, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said entity, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this _____, day of _____ 2025.

NOTARY PUBLIC

(SEAL)

[signature page to Termination Agreement]

EXHIBIT A
LEGAL DESCRIPTION

ALL THAT CERTAIN LOT OR PARCEL OF LAND SITUATE IN THE COUNTY OF DU PAGE, STATE OF ILLINOIS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL I:

LOTS 2, 3, 4 AND 5 IN BLOCK 5 IN TOWN DEVELOPMENT CO'S ELMHURST COUNTRYSIDE UNIT NUMBER FOUR, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 39 NORTH RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 5, 1945 AS DOCUMENT 488358, IN DUPAGE COUNTY ILLINOIS.

PARCEL II:

A NON-EXCLUSIVE "DRIVEWAY EASEMENT" FOR ACCESS BETWEEN 22ND STREET AND THE "ACCESS ROAD" OVER THE "DRIVEWAY", AS SET FORTH AND DEFINED IN THAT CERTAIN AGREEMENT FOR RECIPROCAL EASEMENTS, AND FOR CONSTRUCTION AND MAINTENANCE RECORDED AS DOCUMENT NO. R90-090679, IN DUPAGE COUNTY, ILLINOIS.

COMMON ADDRESS: 1 AND 2 MID AMERICA PLAZA, OAKBROOK TERRACE, ILLINOIS 60181

REAL ESTATE TAX INDEX NO.: 06-22-415-027

883- 70674

1983 SEP 29 PM 2:45

RECORDER
DU PAGE COUNTY

Connelly & Baker

THE VILLAGE OF OAK BROOK, DUPAGE AND COOK COUNTIES, ILLINOIS, hereinafter referred to as "VILLAGE", for and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency which is hereby acknowledged, agrees to provide water to Lincoln Oakbrook Terrace, Ltd.

hereinafter referred to as "APPLICANT", on the terms and conditions set forth herein.

This Agreement is pursuant to Section 12-67 D(1) (d), Division 4 of Article III of Chapter 12 of the Code of Ordinances of the VILLAGE OF OAK BROOK, DUPAGE AND COOK COUNTIES, ILLINOIS, as amended:

W I T N E S S E T H:

I: The VILLAGE shall supply water to the APPLICANT at the premises described in Exhibit "A" attached hereto based upon the proposed use of the property as described in Exhibit "B" attached hereto, and further based upon APPLICANT'S compliance with the terms and conditions of this Agreement.

II: The APPLICANT shall:

A. Pay the VILLAGE a fee equal to two (2) times the water service connection fees and meter charges established by the VILLAGE, upon issuance of a building permit for the above-described premises by the appropriate governmental authority. The charges due are as follows:

Connection: $\frac{\$1.19 \times 246,590 \text{ Gal.}}{31.67} = \$2,162.07/\text{mo.} \times 12 \text{ mo.} = \$25,944.86 \times 2 = \$51,889.72$

Fire Line Charge	2,500.00 x 2 =	5,000.00
Meter Charge (3" Turbine)	450.00 x 2 =	900.00
Construction Water	222.00 x 2 =	444.00
		<u>\$58,233.72</u>

(i) APPLICANT shall pay the fee detailed above to the VILLAGE upon the first to occur of:

- 1) The issuance to APPLICANT of a building permit for construction of any improvements as detailed in Exhibit "B" hereof for the property described in Exhibit "A" hereof;
 - 2) Occupation and use of the property for its intended purpose as detailed in Exhibit "B" hereof; or
 - 3) The expiration of 12 months from the date of this Agreement.
- (ii) Notwithstanding the above, the fee detailed shall be subject to recomputation pursuant to Section 12-87(C)(3)(b)(ii) of the Code of Ordinances of the VILLAGE.

24
pd.

REC'D
AUG 1

VILLAGE OF OAK BROOK, ILL.
ENGINEER TO 12-67

B. Construct from the water main designated by the VILLAGE Engineer, a six (6") inch water service including corporation stop, curb stop, curb box and meter as specified by the VILLAGE and an eight (8") inch fire line including connection to aforesaid main and "Detecto-Check" meter both with any appurtenant accessories deemed necessary by the VILLAGE.

C. Construct a water main from an existing water main to a point adjacent to the above-described premises in accordance with the water main description and accompanying sketch as described in Exhibit C attached hereto. Said water main shall be according to plans approved by the Village Engineer and shall be submitted to and approved by the Village of Oak Brook prior to construction of said main. The plans so required shall be in conformance with Village standards for such construction and shall provide for all facilities and appurtenances reasonably required by the Village.

D. Prior to covering any water main, water main connection, water service line, water valve or curb or stop constructed to transmit or distribute water provided pursuant to this Agreement, notify the VILLAGE and permit an inspection by the VILLAGE of the aforesaid facilities.

E. Convey all transmission and distribution lines and the easements necessary to repair and maintain said lines to the VILLAGE without cost to VILLAGE by appropriate documents free and clear of all liens and other encumbrances. Said conveyances shall be made prior to the commencement of water service.

F. Bear all costs of constructing the facilities to transmit or distribute the water provided by the VILLAGE pursuant to this Agreement, including all costs of labor, materials, permits, insurance, and restoration of the soil and any pre-existing improvements and facilities to their original condition prior to the work required by this Agreement, or better. The aforesaid restoration work is subject to approval of the VILLAGE.

G. Be bound by all Ordinances of the VILLAGE relating to the use of water and restrictions thereon, standards of construction of water transmission or distribution facilities and the maintenance and repair thereof.

H. Be bound by the terms of Ordinance S-268 adopting the bond issue for acquisition by the VILLAGE of the Oak Brook Waterworks.

I. Pay for water used from the VILLAGE system and all lines and connections at premise at the rate established by the municipality for water rate for property not located with the VILLAGE or within the accredited area of the Oak Brook Utility Company as currently provided for in the Municipal Code Chapter 12, Section 87(C)(13) as same may be amended from time to time.

J. Warrant to the VILLAGE that all facilities constructed pursuant to this Agreement have been constructed in a workmanlike manner and are free of any patent or latent defects.

K. Indemnify to VILLAGE for any costs incurred by, or liabilities imposed on, the VILLAGE arising from construction, maintenance or operation of facilities constructed pursuant to this Agreement, or the failure of APPLICANT to comply with any terms of this Agreement.

L. Provide to the VILLAGE a complete set of mylar "As-built" Engineering drawings. Said conveyance shall be made prior to the commencement of water service.

III. VILLAGE and APPLICANT further agree:

A. That this Agreement shall be null and void upon APPLICANT'S non-compliance with the provisions of paragraph II-A.

B. That APPLICANT'S rights hereunder may not be transferred or assigned in any manner without the prior written consent of VILLAGE.

C. That APPLICANT may not cause any substantial change in VILLAGE'S obligations hereunder either as to the proposed use of the subject property as described in Exhibit "B" hereof or as to the required volume of water estimated in paragraph II-A hereof.

IV. The term "APPLICANT" as used herein is intended to refer to the title holder or holders from time to time of the property described in Exhibit "A" hereof.

All provisions of this instrument including the benefits and burdens are hereby declared to run with the land and are binding upon and inure to the benefit of the heirs, successors, assigns, tenants and personal representatives of Grantor and the Grantee herein, provided that any transfer or assignment of the rights granted herein shall be subject to prior VILLAGE approval pursuant to the provisions of paragraph III-B hereof.

IN WITNESS WHEREOF, the Parties hereto have, by their duly authorized officers, signed, sealed and adopted this Agreement this
27th day of September, 1983.

VILLAGE OF OAK BROOK

By: [Signature]
President

ATTEST:

[Signature]
Village Clerk

PREPARED BY AND RETURN TO:
JOHN H. BRECHIN
Attorney at Law
1200 Oak Brook Road
Oak Brook, Illinois 60521

[Signature]
Gerald J. Kostelny
Lincoln Oakbrook Terrace, Ltd.

R83-70674

EXHIBIT "A"

Description of property - Lots 2, 3, 4, and 5 in Block 5 in Town Development Companies Elmhurst Countryside Unit #4, being a subdivision in the Southeast Quarter of Section 22, Township 39 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded December 5, 1945 as Document #488358 in DuPage County, Illinois.

R83 - 70674

4



RECEIVED

MAY 16 1983

VILLAGE OF OAK BROOK, IL
ENGINEERING DEPT.

May 11, 1983

The Village of Oak Brook
Water Department
1200 Oak Brook Road
Oak Brook, Illinois 60521

Re: NWC Route 83 and 22nd Street
Oakbrook Terrace, Illinois

Gentlemen:

Lincoln Oakbrook Terrace, Ltd. is the owner of a one (1) acre land parcel and the contract purchaser of a 4.25 acre land parcel located at the northwest corner of Route 83 and 22nd Street in Oakbrook Terrace, Illinois. We are planning an office development totaling approximately 430,000 square feet of gross building area to be built on the combined land parcels (5.25 acres). The project would be built in two (2) phases each consisting of a 10-story office building totaling approximately 215,000 square feet of gross building area. Construction of the first phase would begin in September of 1983 and construction of the second phase would commence approximately 18 months thereafter.

We would like to apply for water service from the Village of Oak Brook for this project. Enclosed, please find the following materials:

1. Application for water service;
2. Survey of the property;
3. Preliminary plans for the development; and
4. Water usage calculations prepared by Pearson, Brown & Associates, Inc.

Lincoln Oakbrook Terrace, Ltd. would bear all costs for the extension of water mains to our development. We propose that we tap into the system using the water main located on the south side of 22nd Street just west of Route 83.

EXHIBIT B
Page 1 of 14

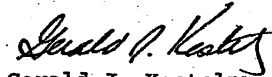
R83 - 70674

The Village of Oak Brook
Water Department
May 11, 1983
Page Two

I would be pleased to meet with you to discuss in greater detail our plans for the development. Please advise me of the dates of any meetings necessary to secure water service for our project. Thanks for your help.

Sincerely,

LINCOLN PROPERTY COMPANY



Gerald J. Kostelny
Partner

GJK:pmw
Enclosures - 4

R83-70674

The Village of Oak Brook
Water Department
May 11, 1983
Page Two

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Sincerely,

LINCOLN PROPERTY COMPANY



Gerald J. Kostelny
Partner

GJK:pmw
Enclosures - 4

R83-70674

THE OAKBROOK TERRACE OFFICE BUILDING

The Oakbrook Terrace Office Building will be a multi-tenant commercial office building located on an approximately 5.5 acre site at the northwest corner of the intersection of Route 83 and 22nd Street. When completed, the two 10-story towers will offer approximately 350,000 net rentable square feet of quality office space. Total development cost will be in excess of \$50 million with construction scheduled to begin in the third quarter, 1983.

R83-70674

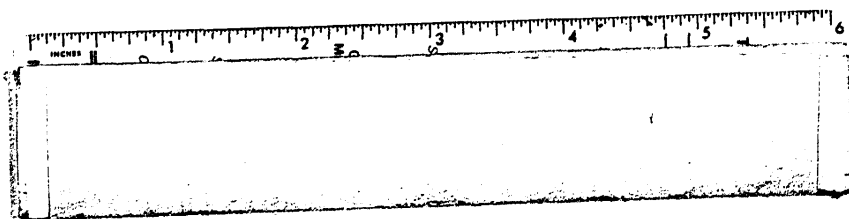
BIRD PLAN
0 0 0 0 0 0 0 0

PRELIMINARY SITE STATISTICS

GROSS AREA OF TRACT = 217,400 SQ. FT.
GROSS AREA OF OPEN SPACE = 160,504 SQ. FT.
GROSS AREA OF SIDEWALKS AND PAVEMENT = 112,100 SQ. FT.
FLOOR AREA RATIO = 1.80

SHAW AND ASSOCIATES
ARCHITECTS - PLANNERS

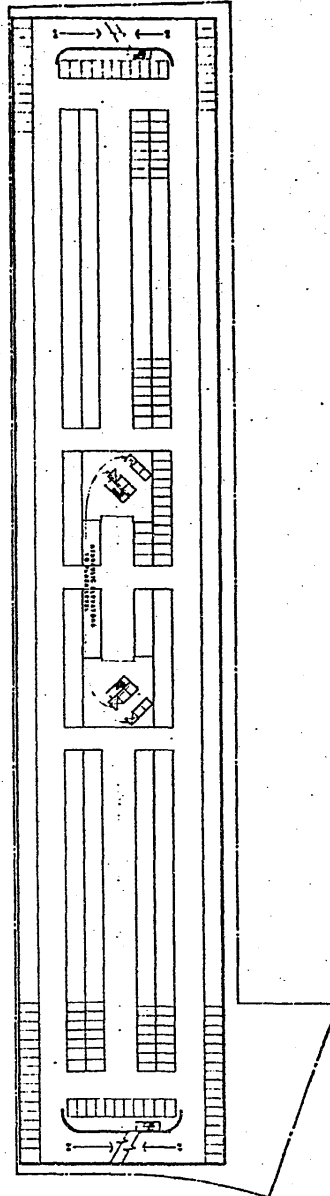
Page 4 of 14



R83-70674

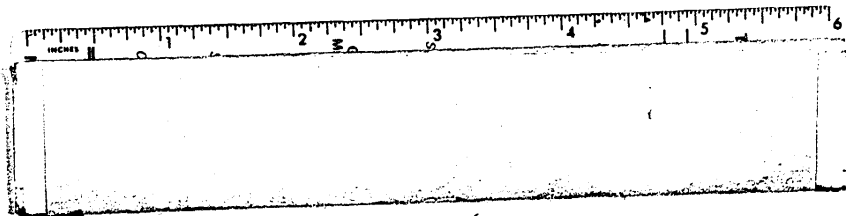
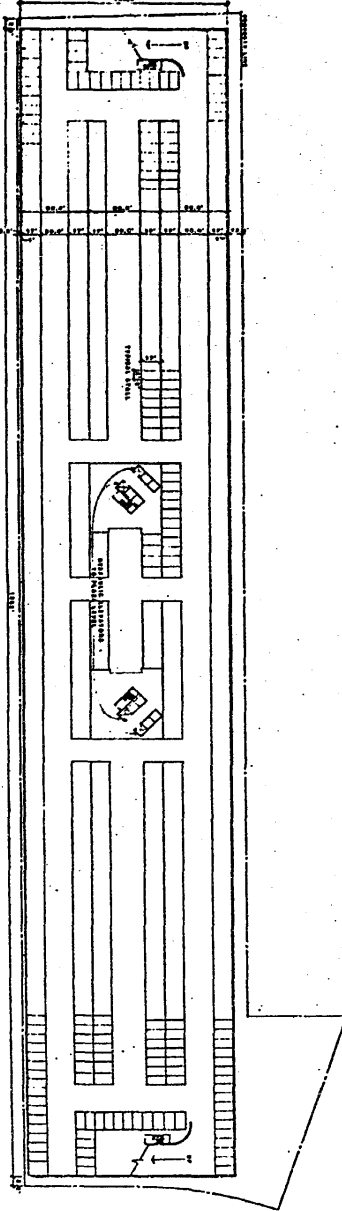
LOWER LEVEL PARKING PLAN

231 CARS

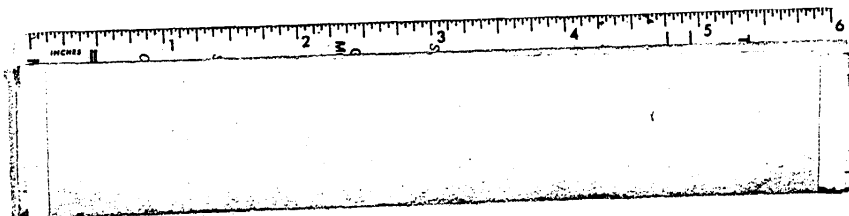
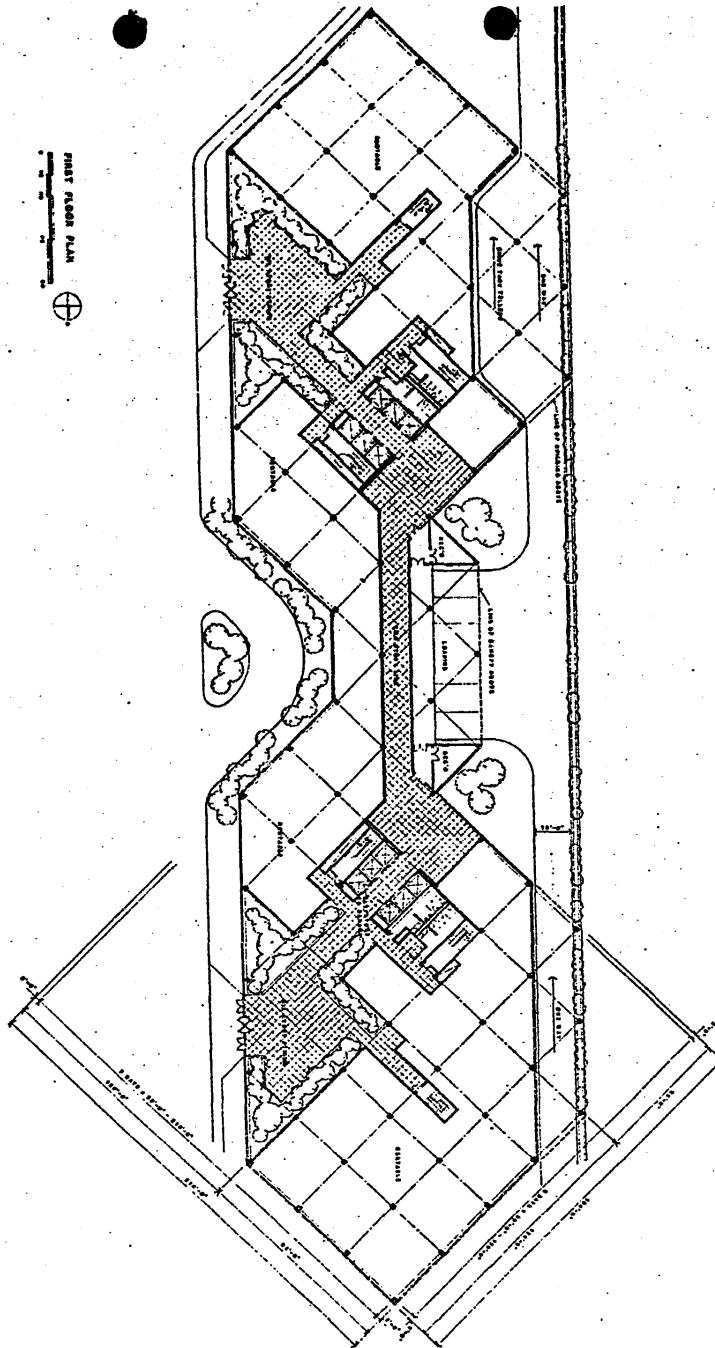


BASEMENT LEVEL PARKING PLAN

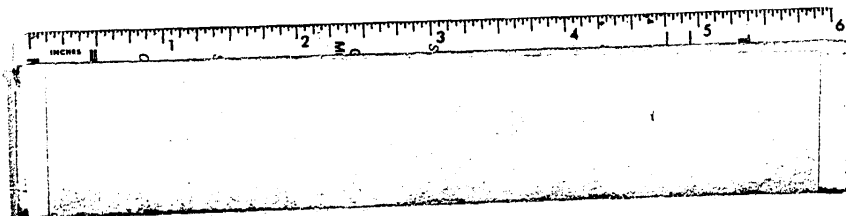
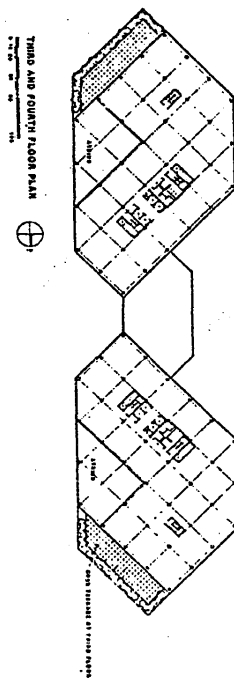
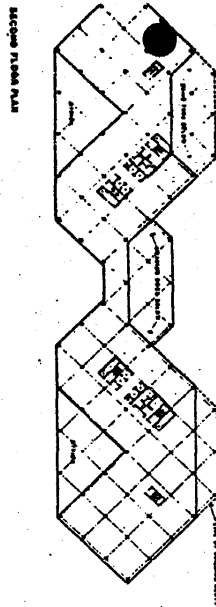
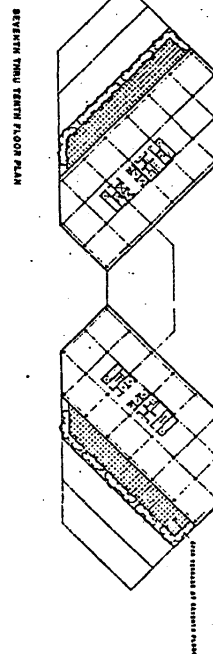
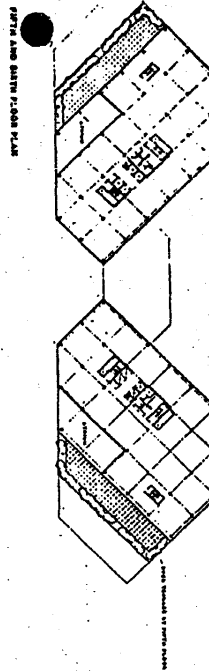
930 CARS



R83-70674

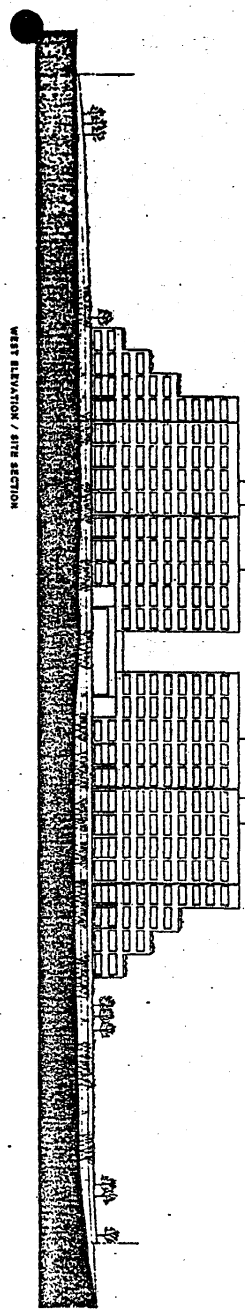


R83- 70674

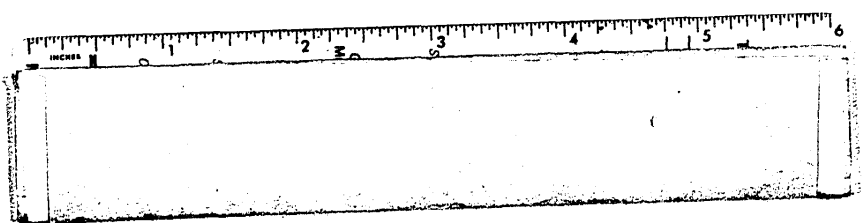
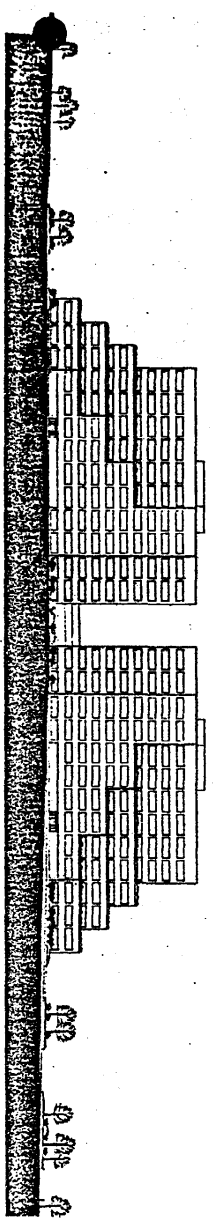


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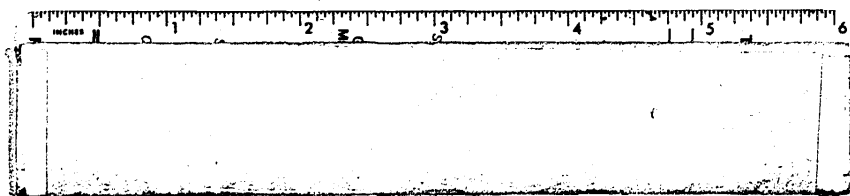
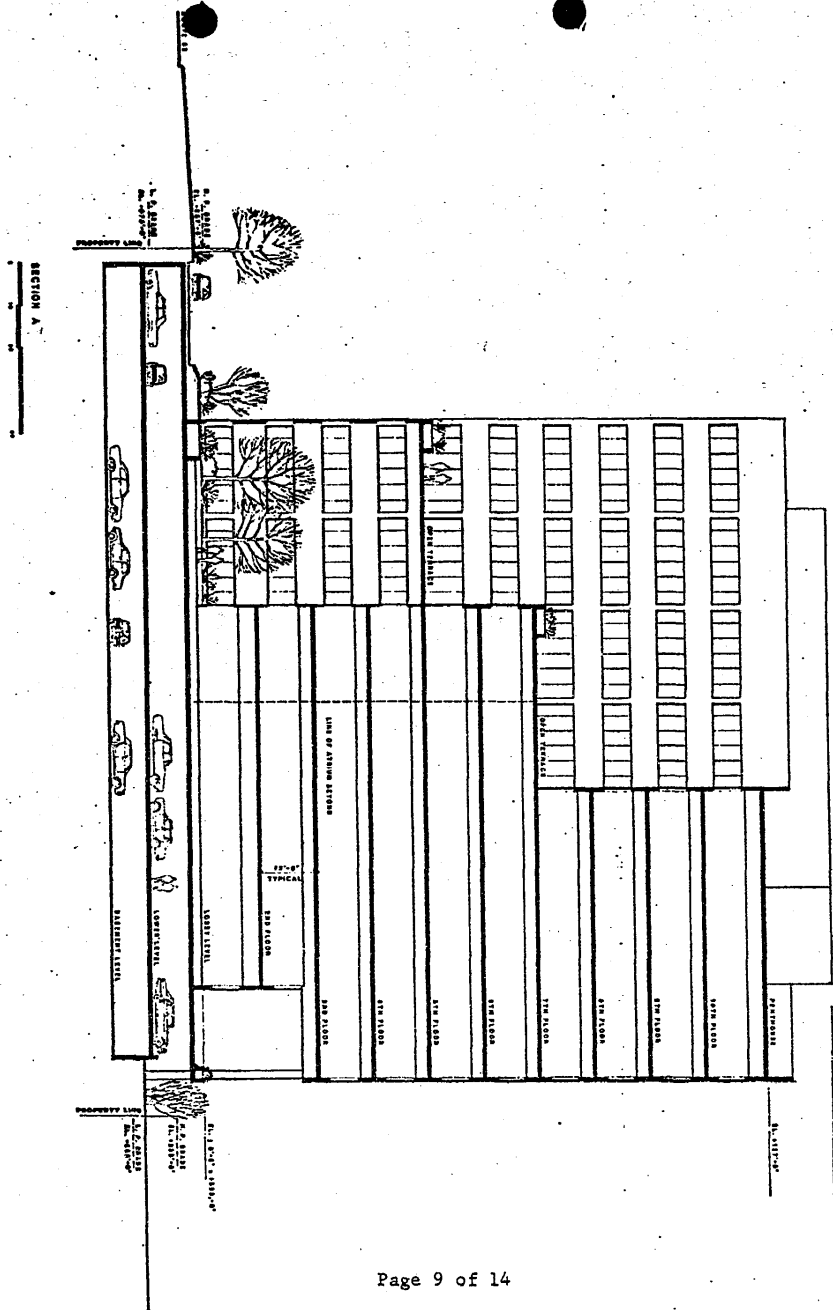
WEST ELEVATION / SITE SECTION



EAST ELEVATION / SITE SECTION



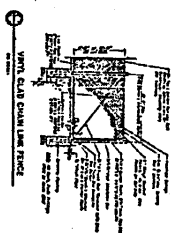
R83-70674



R83-70674

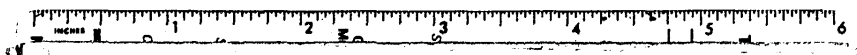
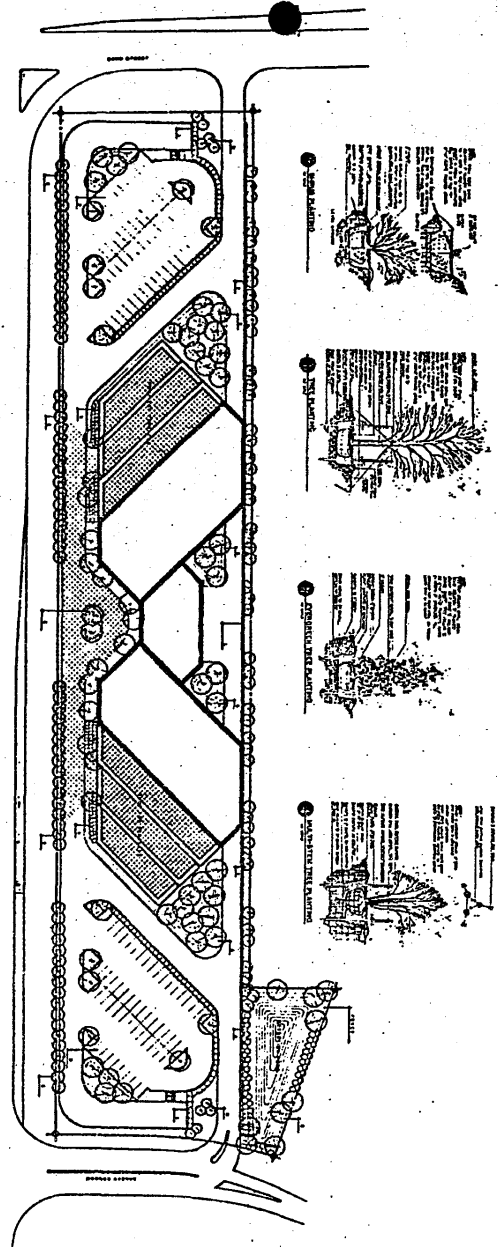
LANDSCAPE PLAN
7/13/74

NO.	PLANT	QTY.	REMARKS
1	SPRING BURNING BUSH	10	PLANT IN 10' X 10' GRID
2	SPRING BURNING BUSH	10	PLANT IN 10' X 10' GRID
3	SPRING BURNING BUSH	10	PLANT IN 10' X 10' GRID
4	SPRING BURNING BUSH	10	PLANT IN 10' X 10' GRID
5	SPRING BURNING BUSH	10	PLANT IN 10' X 10' GRID
6	SPRING BURNING BUSH	10	PLANT IN 10' X 10' GRID
7	SPRING BURNING BUSH	10	PLANT IN 10' X 10' GRID
8	SPRING BURNING BUSH	10	PLANT IN 10' X 10' GRID
9	SPRING BURNING BUSH	10	PLANT IN 10' X 10' GRID
10	SPRING BURNING BUSH	10	PLANT IN 10' X 10' GRID

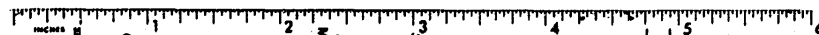
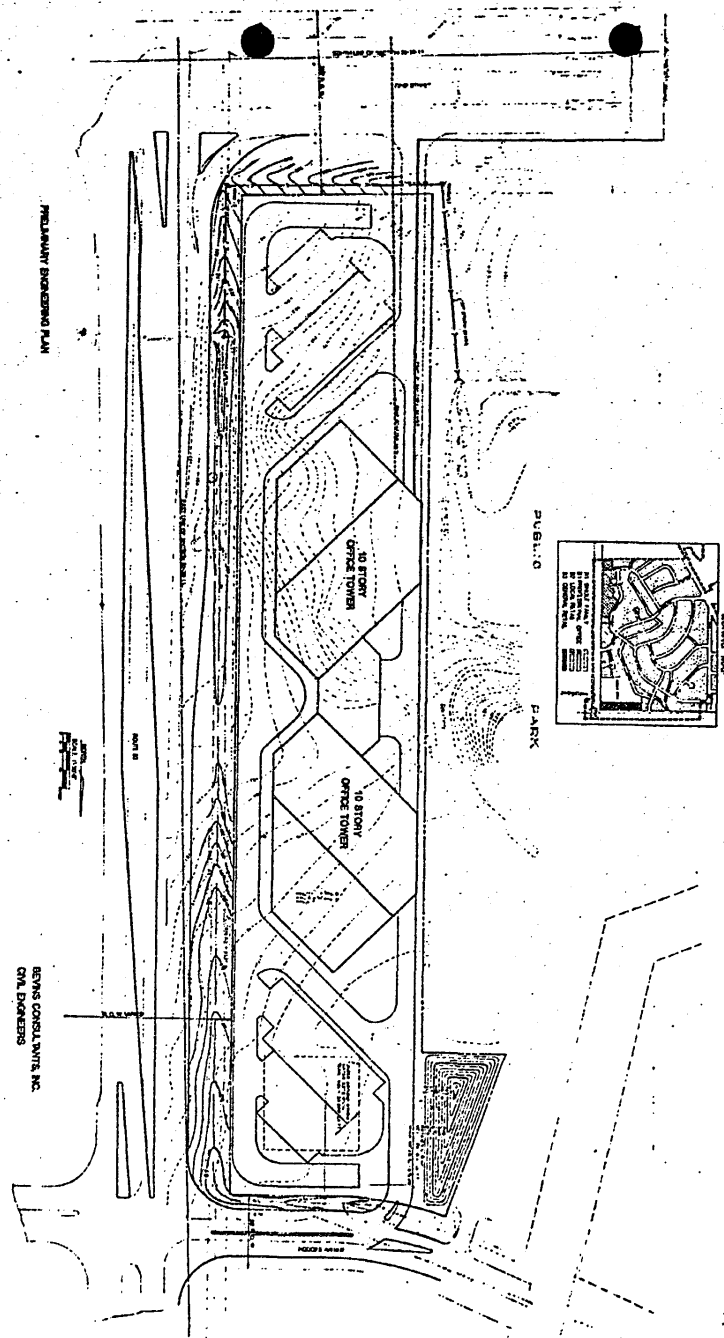


ROLF CAMPBELL AND ASSOCIATES
LANDSCAPE ARCHITECTS

SHAW AND ASSOCIATES
ARCHITECTS - PLANNERS



R83-70674



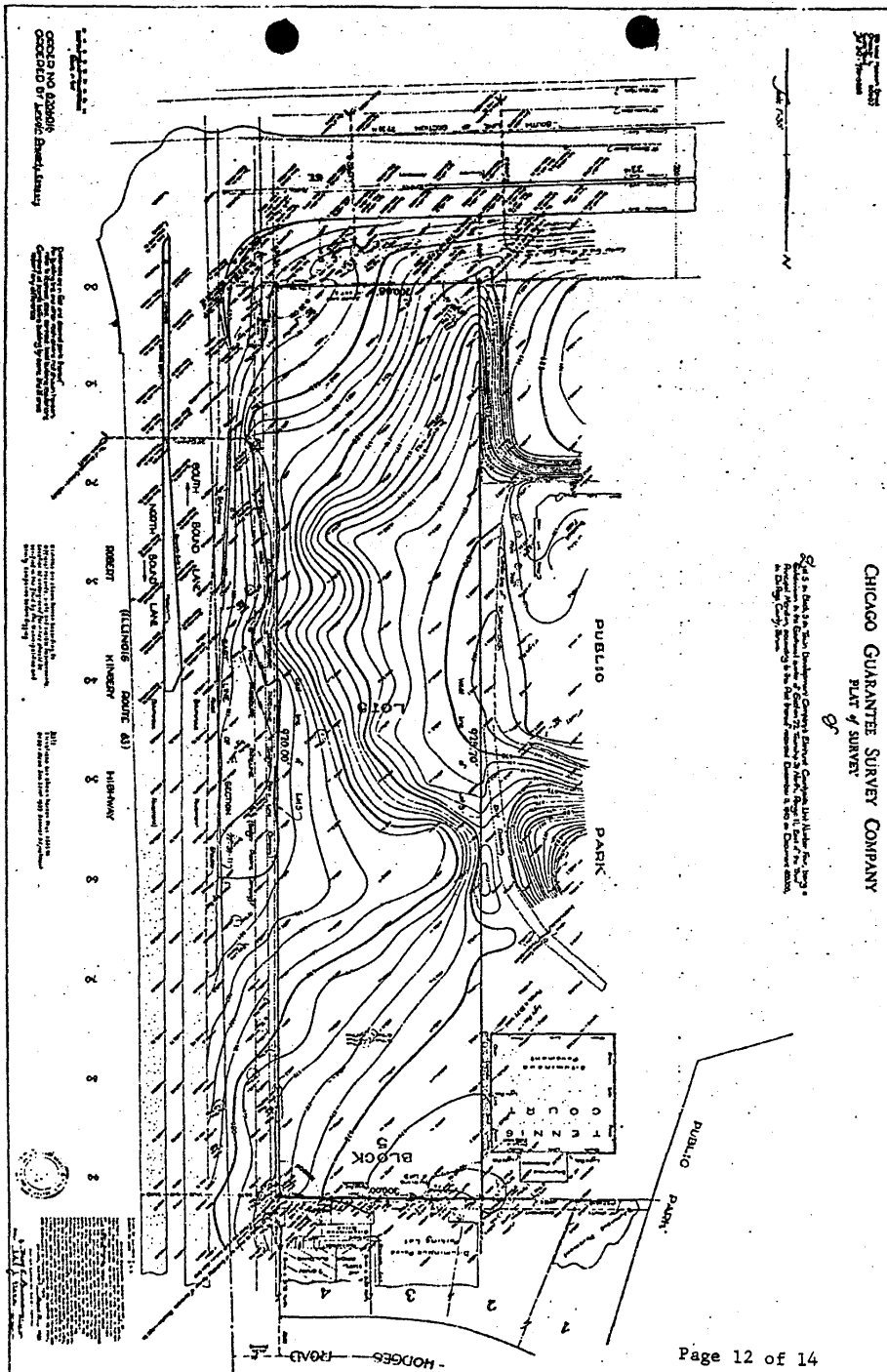
R83-70674

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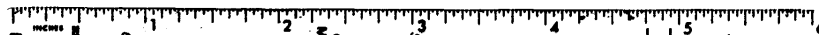
CHICAGO GUARANTEE SURVEY COMPANY
PLAT 4 SURVEY

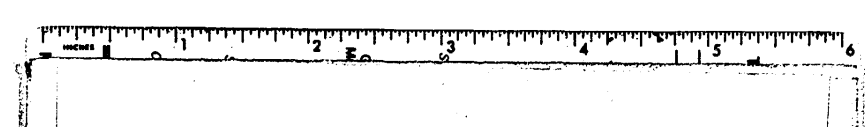
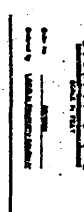
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On 5 in Dec 8 in Twin Development Company Eastern Company Ltd. Under Rev. being
 £1000 in the Eastern company of Eastern 72. Twenty 2. North, Page 11. End of the book
 Ancient History according to the first hand record December 14 90 in December 1880.
 in Chicago, Calif. 1880



Page 12 of 14



[illegible]

R83- 70674

OAKBROOK TERRACE OFFICE BUILDING

SQUARE FOOTAGE CALCULATIONS

FLOOR	GROSS AREA	NON-RENTABLE AREA (CORE, LOBBY, MECH. ETC.)	NET RENTABLE AREA
First Floor	26,876	9,440	17,436
Second Floor	22,226	2,108	20,118
Third Floor	23,173	2,108	21,065
Fourth Floor	23,173	2,108	21,065
Fifth Floor	20,383	2,108	18,275
Sixth Floor	20,383	2,108	18,275
Seventh Floor	17,170	1,946	15,224
Eighth Floor	17,170	1,946	15,224
Ninth Floor	17,170	1,946	15,224
Tenth Floor	17,170	1,946	15,224
Basement	4,800	4,800	0
Penthouse	<u>5,000</u>	<u>5,000</u>	<u>0</u>
TOTAL ONE TOWER	214,694	37,564	177,130
TOTAL BOTH TOWERS	429,388	75,128	354,260

PARKING REQUIREMENT $354,260 \div 300 = 1180$ cars
PARKING SPACES PROVIDED = 1360

Construct a water main, as schematically depicted on the attached map, beginning at the existing valve on the north side of 22nd Street, approximately 550 feet west of MacArthur Drive, and then continuing easterly along the north side of 22nd Street to Illinois Route 83, thence continuing northerly along the westerly side of Illinois Route 83 to Hodges Road, where said water main shall end with a valve; also, construct a water main interconnection near the westerly right-of-way of Illinois Route 83 from the proposed water main on the north side of 22nd Street to the existing water main on the south side of 22nd Street.

R83 70674

STATE OF ILLINOIS)
)
COUNTY OF DU PAGE)

R83-70674

Gerald J. Kostelny, the undersigned, hereby
state(s) that Lincoln Oakbrook Terrace, Ltd. is the owner of the property
described in Exhibit "A" of this Agreement and that the said owner has caused
this Agreement to be executed as its own free and voluntary act and
as the free and voluntary act of said Gerald J. Kostelny for the
uses and purposes set forth in said Agreement.

Gerald J. Kostelny
GERALD J. KOSTELNY

Sworn and Subscribed to
before me this 5th
day of August
19 83.

Phyllis Miller
Notary Public

(17)



ITEM 9.A.2.

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

AGENDA ITEM

Board of Trustees Regular Meeting
of
December 9, 2025

SUBJECT: DuPage Convention and Visitors Bureau Partner Contract

FROM: Greg Summers, Village Manager

BUDGET SOURCE/BUDGET IMPACT: Hotel/Motel Tax Fund 171-73600, 25% of the 1% of Hotel Tax Collection

RECOMMENDED MOTION: I move to approve Resolution R-2325, "A Resolution Authorizing and Approving the 2026 Municipal Partner Contract with the DuPage Convention and Visitors Bureau."

Background/History:

Proceeds from the Hotel/Motel tax have limited uses for non-home rule municipalities as prescribed by State Statute. The Village's 3% Hotel/Motel tax (the lowest in the region) is therefore divided such that not less than 75% of the amounts collected are expended to promote tourism and conventions or otherwise to attract nonresident overnight visitors, and the balance of the collection may be expended for economic development and/or capital infrastructure. In order to have the flexibility to expend the 25% portion for economic development and/or capital infrastructure, State Statute requires the non-home rule municipality be part of a local Convention and Visitors Bureau.

The Village of Oak Brook is a member of the DuPage Convention and Visitors Bureau. The DCVB implements county-wide tourism marketing initiatives, including campaigns, grant programs, and participation at trade shows. They seek to highlight the unique attractions and amenities of the entire County and specifically the Village of Oak Brook. Their efforts to drive tourism are aimed at stimulating economic activity, benefiting not only the hotels of Oak Brook but also local businesses. The cost of membership in the DCVB is 1/4 of 1%, of the actual amount of Hotel Tax collected. The dues have been estimated and budgeted at \$150,000 for 2026.

The State of Illinois' LTCB grant program matches the amount that the Village pays to the DCVB in membership dues. These funds amplify the impact of the DCVB efforts, further supporting the Hotels of Oak Brook and local businesses. The State's program is contingent upon securing signed contracts by the participating municipalities.

The Village's Hotel Convention and Visitors Committee is in support of this continued partnership.

Recommendation:

Staff recommends that the Village Board approve Resolution R-2325, "A Resolution Authorizing and Approving the 2026 Municipal Partner Contract with the DuPage Convention and Visitors Bureau."

Attachments:

1. Resolution 2325 - DCVB Contract
2. 2026 DCVB Contract

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

RESOLUTION
NUMBER 2025-BGC-DCVB-CNTRCT-R-2325

A RESOLUTION
AUTHORIZING AND APPROVING THE 2026 MUNICIPAL
PARTNER CONTRACT WITH THE DUPAGE CONVENTION
AND VISITORS BUREAU

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

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

Village Board

Published in pamphlet form by authority of the
President and the Board of Trustees of the Village of Oak Brook
on this the 9th day of December 2025

RESOLUTION NO. 2025-BGC-DCVB-CNTRCT-R-2325

A RESOLUTION
AUTHORIZING AND APPROVING THE 2026 MUNICIPAL PARTNER CONTRACT WITH THE
DUPAGE CONVENTION AND VISITORS BUREAU

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

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

WHEREAS, the Village of Oak Brook is a member of the DuPage Convention and Visitors Bureau ("DCVB"), which, through its comprehensive tourism marketing initiatives, including campaigns, grant programs, and participation at trade shows, effectively highlights the unique attractions and amenities of the Village;

WHEREAS, Staff recommends the Corporate Authorities authorize and approve the 2026 Municipal Partner Contract (the "Agreement") with the DuPage Convention and Visitors Bureau for continued participation in their program, substantially in the form attached hereto and incorporated herein as Exhibit A;

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

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

Section One – Recitals

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

Section Two – Approval

The Corporate Authorities hereby approve 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 9th day of December 2025.

Ayes: _____

Nays: _____

Absent: _____

APPROVED THIS 9th day of December 2025.

LAURENCE E. HERMAN,
Village President

ATTEST:

NETASHA SCARPINITI,
Village Clerk

EXHIBIT A

Agreement

DUPAGE COUNTY

CONVENTION & VISITORS BUREAU

November 4, 2025

Village President Laurence Herman
Village of Oak Brook
1200 Oak Brook Road
Oak Brook, IL 60523

Dear Village President Herman:

I am writing to express my appreciation to you and the Village of Oak Brook for your continued financial support of the DuPage Convention & Visitors Bureau.

This past year, DCVB has seen remarkable success for the hospitality industry.

- DuPage CVB, in its fourth year of planning and in partnership with Medinah Country Club and PGA TOUR, continued efforts to target the domestic and international market sector to secure overnight visitation for the 2026 Presidents Cup. DCVB team has been on and off the course to create activations to drive additional inbound visitors. Both the domestic and international spotlight will shine on the communities of DuPage County.
- DCVB continued to elevate the DuPage Sports Commission, generating huge economic impact and hotel stays with national governing bodies and their tournaments, some which include: USA Swimming, World Aquatics, TNBA Bowling and more. To date, over 85,000 hotel rooms are on the books for sports.
- DuPage CVB managed six DCEO grants this year that made new and returning events possible. These events brought over 200,000 new visitors to DuPage, and included Hokusai, Veggie Fest, two media fam tours with representatives from Mexico, Germany, England and Ireland, and an activation for Presidents Cup 2026. The culmination of these efforts, along with the work of some 26,000 DuPage hospitality employees generated nearly 4,000,000 guests to our hotels and \$3.2 billion in visitor expenditures, second only to Cook County.

At the DCVB Board of Director's recommendation, included is your renewal agreement. This document serves to demonstrate the ability to match the Illinois Department of Commerce and Economic Opportunity hotel grant appropriation for DuPage County with local hotel tax collections, as well as provide the board with predictable revenues through tourism investment. It is important that DuPage hospitality businesses have every tool possible to capture their share of the visitor market. Please sign the attached letter and return it to Kellene O'Connell at kellene@discoverdupage.com by November 30, 2025.

DCVB will continue to promote your community through targeted leisure and business campaigns, in person tradeshows, on our website and social networks, in State of Illinois digital and print campaigns, and in other communications that help keep our municipalities top of mind. Please see the municipal program sheet included on the many benefits offered by the DCVB and DuPage Sports Commission.

On behalf of the DuPage CVB board of directors and staff, thank you for your generous support. We look forward to our continued partnership. Thank you in advance.

Sincere regards as we promote DuPage County communities,



Executive Director, Discover DuPage

MUNICIPAL PARTNERSHIP AGREEMENT

Fiscal Year 2026

As the sole destination marketing organization certified by the State of Illinois to represent DuPage County, the DuPage Convention & Visitors Bureau (DCVB) acts as the official tourism marketing arm for its member partners. DCVB's municipal program serves the important function of helping to meet match requirements per the state's LTCB grant protocol — one of many important aspects of municipal participation. DCVB values the support and collaboration of its municipal partners, knowing this strong foundation contributes to a thriving tourism product. DCVB provides industry leadership, strategic planning, individual municipal engagement and reporting, and a robust sales and marketing program targeted to specific areas of both opportunity and challenge. With pooled resources, DCVB is able to provide a comprehensive toolkit that no singular community can achieve on its own for its base investment. This agreement supplements DCVB's proof of support for the State and ensures the sustainability and forward trajectory of our industry and your community's success.

This Agreement is by and between the **Village of Oak Brook (Municipality)** and the **DuPage Convention & Visitors Bureau (DCVB)**.

CALCULATION AND TIMING OF MEMBERSHIP FEES ("Membership Fee")

The Municipality agrees to join the DCVB at a rate of 25% of one of the Municipality's occupancy tax points, as calculated by the **actual** amount of local hotel/motel tax collected by the Village on a fiscal year basis ("Collection").

PAYMENT OF FEES

The Municipality is entitled to pay its Membership Fee at the beginning of DCVB's fiscal year based on the Municipality's collections in arrears or on actual collections on a calendar quarterly basis by the 30th of the following month. Municipality must notify DCVB in writing of preference upon return of the signed Agreement and DCVB will issue invoices accordingly. If the Municipality is not able to provide payment by the 30th of the month, communication with the DCVB Executive Director is required to keep account in good standing. If payment is not received within (30) thirty days, all services can be suspended until the account balance is paid in full. DCVB and Board of Directors have the authority to terminate this Agreement once payment is beyond sixty (60) days overdue. Termination will be marked with an official cancellation date, at which time provider services will cease, and renewal policy will go into effect.

CANCELLATION POLICY

Should Municipality decide to cancel this Agreement, Municipality must provide the DCVB Executive Director with a minimum of a ninety-day (90) written notice in advance of desired cancellation date. Upon cancellation request, all Municipal funding must be paid in full to DCVB, to include the 90-day cancellation period. At official cancellation date, provider services will be ceased, including:

- All current sales leads to Municipal hotels will be made inactive and no further leads will be provided to Municipal hotels.
- Digital marketing, social media, and web presence specific to the Municipality will be removed from the content calendar.
- Individual membership dues for hotels, attractions, and other venues within Municipality may increase.

- Only member hotels will be eligible for the matching grant program, and a \$300 administration fee per grant application will be assessed.

RENEWAL PERIOD

Regardless of whether cancellation was from Municipal request or Agreement termination by DCVB due to overdue payment, renewal of this Agreement may not take place for two (2) years following the official cancellation date. Agreement renewal will require the Municipality to pay DCVB upfront for that year's expected dues, along with a 10% administration cost. The DCVB Board of Directors will retain final approval to alter the renewal period policy and amount due.

ACCEPTANCE OF AGREEMENT

By signing below, the Municipality agrees and warrants that you are authorized to sign and enter into this contract. This Agreement must be returned by November 30, 2025. In the event the agreement is not received by said date all rates and services are subject to change. With the signing of this Agreement, all provisions reserved on your behalf will be confirmed and therefore subject to the terms of this Agreement.

Agreed by:

Village of _____

Print: _____

Signed: _____

Title: _____

Date: _____

DuPage Convention & Visitors Bureau

Print: _____

Signed: _____

Title: _____

Date: _____



ITEM 9.A.3.

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

AGENDA ITEM

Board of Trustees Regular Meeting
of
December 9, 2025

SUBJECT: Award of Professional Consulting Services Contract - Arc Flash Analysis

FROM: Tim O'Malley, Public Works Director

BUDGET SOURCE/BUDGET IMPACT: \$53,350.00 is included in the FY2025 Budget, \$25,000 from 321-77000 (Buildings & Grounds), \$25,000 from 351-76700 (Water Operations) and \$3,350.00 from 451-91100 (Water Pump and Storage).

RECOMMENDED MOTION: I move that the Village Board approve Resolution R-2326, a Resolution Awarding a Professional Consulting Services Agreement to Electrical Safety Specialists, for Arc Flash Analysis for \$53,350.00.

Background/History:

To maintain compliance with risk management insurance and OSHA guidelines, and to prioritize the safety of Village staff and vendors, it has been determined that conducting an Arc Flash Analysis is necessary. This analysis will ensure adherence to current electrical codes and arc flash labeling standards. It will also provide comprehensive documentation of installed equipment ratings—including voltage, equipment amperage, feeder sizes, types, lengths, and equipment locations, and training for qualified Village electrical personnel.

Staff posted a Request for Proposals (RFP) for the Arc Flash Analysis on the Village's eProcurement Portal, OpenGov, on October 14, 2025. Thirty-four (34) firms downloaded the RFP specifications, and fifteen (15) firms applied to submit proposals. Of these, ten (10) firms submitted proposals by the November 4, 2025, deadline.

Firm Name	Proposal Amount	Firm Name	Proposal Amount
Electrical Safety Specialists	\$53,350.00	MEP Infrastructure	\$206,640.00
Casne Engineering Inc	\$109,860.00	Terra Engineering LTD.	\$207,007.00
Electrical Testing Solutions	\$123,726.00	Kluber Architects	\$236,680.00

Clark Dietz Inc.	\$129,790.00	Marsim Energy LLC	\$246,740.00
SPAAN Tech	\$147,800.00	SGC Eng	\$266,615,74

Unlike the nine other engineering firms that responded to the RFP, Electrical Safety Specialists focus exclusively on Arc Flash Analysis as their core area of expertise. As a result, they are able to deliver services more efficiently and at a lower cost.

Recommendation:

Staff recommends that the Village Board approve Resolution R-2326, a Resolution Awarding a Professional Consulting Services Agreement to Electrical Safety Specialists, for Arc Flash Analysis for \$53,350.00.

Attachments:

1. Resolution # R-2326 - Arc Flash Analysis
2. Electrical Safety Specialists - Contract & Proposal
3. Arc Flash Analysis Bid Tab

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

RESOLUTION

NUMBER 2025-PW-ARC-FLSHSTDY-CNTRCT-R-2326

A RESOLUTION
AWARDING A PROFESSIONAL CONSULTING SERVICES
AGREEMENT TO ELECTRICAL SAFETY SPECIALISTS FOR
THE ARC FLASH ANALYSIS

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

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

Village Board

Published in pamphlet form by authority of the
President and the Board of Trustees of the Village of Oak Brook
on this 9th day of December 2025

RESOLUTION NO. 2025-PW-ARC-FLSHSTDY-CNTRCT-R-2326

A RESOLUTION
AWARDING A PROFESSIONAL CONSULTING SERVICES AGREEMENT TO ELECTRICAL
SAFETY SPECIALISTS FOR THE ARC FLASH ANALYSIS

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

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

WHEREAS, on October 14, 2025, Staff posted a request for proposals for consulting services related to the Arc Flash Analysis (the "Services") on the Village's e-procurement site, and whereby ten proposals were received and opened on November 4, 2025;

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

WHEREAS, Staff has determined that Electrical safety Specialists, of Louisburg, Kansas (the "Company") had submitted the proposal in the amount of \$53,350.00 and providing the best overall value to the Village for the Services desired, as further detailed in the Contract Between The Village of Oak Brook and Electrical Safety Specialists For Professional Consulting Services For The Arc Flash Analysis (the "Agreement") attached hereto and incorporated herein as Exhibit A;

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

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

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

Section One – Recitals

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

Section Two – Award of Contract

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

Section Three – Authorization and Direction

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

Section Four - Other Actions Authorized

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

Section Five - Authorization of Expenditures

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

Section Six - Acts of Village Officials

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

Section Seven – Effective Date

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

Section Eight - Publication

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

Section Nine – Conflict Clause

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

Section Ten – Saving Clause

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

Section Eleven – Recording

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

PASSED THIS 9th day of December 2025.

Ayes: _____

Nays: _____

Absent: _____

APPROVED THIS 9th day of December 2025.

LAURENCE E. HERMAN,
Village President

ATTEST:

NETASHA SCARPINITI,
Village Clerk

EXHIBIT A

[Agreement]



REVIEW OF CONTRACTS

Awarding Agency:

VOB

Type of Contract:

Prof. Svcs.

Department:

P.W.

Program/Account Number:

Various Accounts

Awarded Contract Price:

\$53,350.00

Budgeted Amount:

\$53,350.00

CONTRACT AMOUNT

☐ Under \$20,000

☐ \$500,001 - \$1,000,000

☒ \$20,000 - \$500,000

☐ Over \$1,000,000

NOTES

Professional Consulting Services Agreement
for the Arc Flash Analysis

DEPARTMENT DIRECTOR SIGNATURE

Name:

Prindley O'Malley

Date:

11/20/25

INITIAL REVIEWING ATTORNEY SIGNATURE

Name:

mf [Signature]

Date:

12/1/25

APPROVED BY VILLAGE MANAGER

Name:

Date:

FINAL REVIEW AS TO FORM ATTORNEY SIGNATURE

Name:

mf [Signature]

Date:

12/1/25

☐ Three (3) Originals signed by other party

Date/Initials _____

☐ Original provided to staff member for other party

Date/Initials _____

☐ Original provided to Official Files

Date/Initials _____

**CONTRACT BETWEEN
THE VILLAGE OF OAK BROOK AND ELECTRIC SAFETY SPECIALISTS
FOR PROFESSIONAL CONSULTING SERVICES FOR THE ARC FLASH
ANALYSIS**

In consideration of the agreements set forth below, the **Village of Oak Brook, Illinois**, 1200 Oak Brook Road, Oak Brook, Illinois 60523, a unit of local government created and existing under the laws of the State of Illinois (the "Owner" or "Village"), and **Electric Safety Specialists**, 16 South Broadway Street, Suite 16A, Louisburg, Kansas 66053-0842, a consulting firm (the "Consultant"), make this Contract as of _____, 2025, and hereby agree as follows:

**ARTICLE I
THE SERVICES**

1.1 Performance of the Services

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

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

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

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

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

1.2 Completion Date

Consultant shall diligently and continuously perform the Services at such a rate as will allow all Services to be fully performed and completed in compliance with this Contract not later than **June 30, 2026**, ("Completion Date"). The rate of

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

1.3 Required Submittals

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

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

1.4 Review and Incorporation of Contract Provisions

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

1.5 Financial and Technical Ability to Perform

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

1.6 Time

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

1.7 Consultant's Personnel and Sub-Consultants

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

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

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

1.8 Owner's Responsibilities

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

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

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

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

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

ARTICLE II

CHANGES AND DELAYS

2.1 Changes

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

2.2 Delays

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

2.3 No Constructive Service Change Orders

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

ARTICLE III

CONSULTANTS' RESPONSIBILITY FOR DEFECTIVE SERVICES

3.1 Representation of Compliance

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

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

3.2 Corrections

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

3.3 Risk of Loss

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

ARTICLE IV

INSURANCE; INDEMNIFICATION

4.1 Insurance

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

4.2 Indemnification

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

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

ARTICLE V

PAYMENT

5.1 Contract Price

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

5.2 Taxes, Benefits and Royalties

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

5.3 Progress Payments

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

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

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

5.4 Final Acceptance and Final Payment

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

5.5 Deductions

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

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

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

5.6 Accounting

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

ARTICLE VI

REMEDIES

6.1 Owner's Remedies

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

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

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

6.2 Consultant's Remedy

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

6.3 Terminations and Suspensions by Owner Deemed for Convenience

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

ARTICLE VII

LEGAL RELATIONSHIPS AND REQUIREMENTS

7.1 Binding Effect

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

7.2 Relationship of the Parties

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

7.3 No Collusion

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

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

7.4 Assignment

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

7.5 Confidential Information

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

7.6 No Waiver

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

7.7 No Third-Party Beneficiaries

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

7.8 Notices

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

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

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

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

Electrical Safety Specialists
119 South Broadway Street, Suite 16A
Louisburg, Kansas 66053-0842
Attention: Noah Hawkins, Director Business Development

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

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

7.9 Governing Laws

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

7.10 Changes in Laws

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

7.11 Compliance with Laws and Grants

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

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

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

7.12 Ownership of Documents

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

7.13 Time

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

7.14 Severability

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

7.15 Entire Agreement

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

7.16 Amendments

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

7.17 Attachments

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

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

VILLAGE OF OAK BROOK

By: _____
Greg Summers
Village Manager

Attest:

By: _____
Netasha Scarpiniti
Village Clerk

ELECTRICAL SAFETY SPECIALISTS

By: _____
Name: _____
Title: _____

Attest:

By: _____
Name: _____
Title: _____

ATTACHMENT A

**PROPOSAL SUBMITTED BY ELECTRICAL SAFETY SPECIALISTS
DATED NOVEMBER 4, 2025**

ATTACHMENT B

INSURANCE REQUIREMENTS

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

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

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

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

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

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

- D. General Liability and Automobile Liability Coverage -

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

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

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

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

Each Insured shall furnish the Village with certificates of insurance and with original endorsements 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.



Village of Oak Brook
Procurement
Rania Serences, Purchasing & Budgeting Coordinator
1200 Oak Brook Road, Oak Brook, IL 60523

[ELECTRICAL SAFETY SPECIALISTS] RESPONSE DOCUMENT REPORT

GEN No. TBD

Arc Flash Analysis

RESPONSE DEADLINE: November 4, 2025 at 3:00 pm

Report Generated: Thursday, November 6, 2025

Electrical Safety Specialists Response

CONTACT INFORMATION

Company:

Electrical Safety Specialists

Email:

nhawkins@arcflashpro.com

Contact:

Noah Hawkins

Address:

PO Box 842

Louisburg, KS 66053

Phone:

N/A

Website:

N/A

Submission Date:

Nov 4, 2025 2:57 PM (Central Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Submittal Requirements*

Format – The following items are requested as part of this RFP. Maximum numbers of pages are listed in parentheses. If used, cover pages and dividers do not count against page limits.

- Cover Letter (2 pages)
- Firm Overview (3 pages)
 - Background/History, Location(s), Range of Services, etc.
- Project Understanding and Approach (3 pages)
- Scope of Services (as listed in Section I.C. above)
 - Consultant shall, at a minimum, include each scope item listed above, but are encouraged to provide additional items or sub tasks as needed. Clearly identify any additions or deletions as noted in the first paragraph of Section I.C above.
- Project Organization Chart showing Key Personnel and Roles (1 page)
- Resumes of Key Personnel (up to 3 pages/6 personnel)
- Representative Project Experience (up to 3 pages/6 projects)
- Project Schedule with Milestones (1 page)
- Cost Estimate of Consultant Services (using format provided in **Attachment 2**)
 - Consultant shall, at a minimum, include each scope item listed above in their CECS table, but are encouraged to provide sub tasks as needed. This table should also clearly identify any additions or deletions as noted in the first paragraph of Section I.C above.
 - Include Direct Costs and Subconsultant Expenses Table.
- If necessary, Subconsultant Qualifications, Scopes, Personnel, CECS, etc. to be included in appendices, each with similar elements as listed above.

Confirmed

2. I certify that I have read, understood and agree to the terms in this solicitation, and that I am authorized to submit this response on behalf of my company.*

Confirmed

3. Confirmation of Proposed Timeline*

Anticipated RFP Timeline:

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

Confirmed

4. Proposal Qualification*

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

- [Proposal Qualification arc ...](#)

IMG_4039.jpg

5. Upload of completed RFP*

Please upload the completed RFP following the Proposal format listed on page 5 of the Arc Flash RFP attachment.

Final_Draft_v1.pdf

PRICE TABLES

PRICING PROPOSAL (TOTAL HOURS AND COSTS AS LISTED IN ATTACHMENT 2)

Line Item	Description	Quantity	Each	Subtotal Cost	Total
1	Data Collection (Item 1 Subtotal Cost)	1	Each	\$17,520.00	\$17,520.00
2	Model and Power Systems Analysis (Item 2 Subtotal Cost)	1	Each	\$19,260.00	\$19,260.00
3	Produce Arc Flash Hazard Warning Labels (Item 3 Subtotal Cost)	1	Each	\$1,840.00	\$1,840.00
4	Installation of Arc Flash Warning Labels (Item 4 Subtotal Cost)	1	Each	\$8,180.00	\$8,180.00
5	NFPA 70E Electrical Safety training (Item 5 Subtotal Cost)	1	Each	\$0.00	\$0.00
6	Final Report (Item 6 Subtotal Cost)	1	Each	\$1,750.00	\$1,750.00
TOTAL					\$48,550.00

[illegible]

This business form is (check one)

☒ Corporation ☐ Partnership ☐ Individual

Firm Name ESS

Address 119 S. Broadway St.

City State ZIP Levenshwy, NJ 06053

Signature Nash Handers

Name Printed Nash Handers

Title Director, DB

Telephone 911-812-0711 Date 11-04-2005

ATTEST

Nash Handers

SEAL

SUBSCRIBED AND SWORN TO
before me this 22 day
of November, 2005

[Signature]
Notary Public



CHRISTOPHER CANTALDO
Notary Public, State of New Jersey
My Commission Expires
Dec. 18, 2008

Downloaded from www.NJNotary.com

VILLAGE OF OAK BROOK
OAK BROOK, IL
RFP: ARC FLASH ANALYSIS



ESS

ELECTRICAL SAFETY SPECIALISTS

ARC FLASH
P R O P O S A L

2025



www.arcflashpro.com



COVER LETTER

VILLAGE OF OAK BROOK
1200 Oak Brook Rd
Oak Brook, IL 60523
RE: Arc Flash Analysis

- Electrical Safety Specialists
- Small Business Classification: Service Disabled, Veteran Owned Small Business
 - Our official letter from the SBA is included on the next page

Electrical Safety Specialists is pleased to submit qualifications in response to your RFP for Arc Flash Analysis. ESS is a certified Service Disabled, Veteran Owned Small Business, having completed hundreds of electrical safety projects for including but not limited to 10+ municipalities, including Naperville, Village of Woodridge, Crystal Lake and Carpentersville, plus VA medical centers and state governments, coast to coast.

ESS is a safety first company; ensuring the safety of your employees is the reason for our work. The qualifications demonstrated within our proposal will surely distance us from other vendors responding to this RFQ.

The goal of our team is to find your incident energy hazards, eliminate them where possible and train your employees on the NFPA 70E and proper hands-on techniques. Our experience ranges from university and hospital campuses to municipalities and various manufacturing, communication and warehousing environments. We have been performing these assessments for nearly 15 years; we are well equipped to provide your team with the best arc flash assessment and short circuit services available.

ESS is a 100% self performing company. We employ our own field technicians who are specifically trained for arc flash data collection and label application. Our technicians have a personal relationship with our engineering team members which results in the highest quality input data and subsequent deliverables. Our personnel are highly trained in arc flash, thermal imaging, NFPA 70E training and Qualified Electrical Worker training.

All of our arc flash assessments are completed using SKM software. Our studies include no arbitrary cutoff points; all 3-phase equipment, including your local disconnects, drives and machine panels will receive their own unique arc flash label, clearly marked with the calculated incident energy number and required PPE.

ESS will work with your team in subsequent years to ensure that your arc flash assessment remains up-to-date and that your employees remained certified through a customized training program where we manage the training rosters for years to come for your. ESS also has the capability to perform thermal imaging, lockout tagout and audits for you.

ESS is a safety company, and this is a safety project. We do not sell merchandise nor equipment; our mission is to ensure electrical workplace safety. If workplace safety is prioritized, the compliance mandates will take care of themselves.

Thank you,

Noah Hawkins

Noah Hawkins
C: (913) 837-0997
O: (816) 925-0443
nhawkins@arcflashpro.com



FIRM OVERVIEW

119 S Broadway St
Louisburg, KS 66053-0842
Office: 816.925.0443
www.arcflashpro.com



COMPANY OVERVIEW

ESS is a national provider of electrical safety services, including arc flash assessments, thermal imaging, NFPA 70E training, Qualified persons training, lockout tag-out, gap analysis and electrical written safety programs. ESS is a Service-Disabled, Veteran-Owned Small Business that provides exceptional service to our clients. Our staff and processes are tailored to ensure that the safety of your employees is our #1 focus. Our team has provided electrical safety solutions for a combined 80+ years. Electrical safety is what we do. Our arc flash solutions are thorough and include a system of checks and balances unmatched within the industry. Let me explain:

- **WE APPLY EVERY LABEL EVERY TIME.** ESS uses the label application process as an additional review of the data collection and allows our team to find, record, and report to our engineers any updates that may have been made between the collection phase and the label application phase. This also ensures all labels are applied in their correct location. Before we provide the final reports and drawings, we will update them based on any changes or corrections found within the application process. ESS is the only vendor in the industry that provides this service.
- **WE PROVIDE UNIQUE AND CUSTOMIZED TRAINING SOLUTIONS FOR EVERY ARC FLASH PROJECT WE CONDUCT.** This ensures your team is aware of the arc flash hazards that are present in your facility(s). This also allows us to provide the proper training to the proper individuals. Not all employees need the same type of electrical safety training, and we are well-versed in providing the correct types. We will educate your employees to ensure they understand the latest NFPA 70E standards as well as how to follow the information on the newly applied labels.
- **YOUR STUDY WILL NOT INCLUDE ANY ARBITRARY, RANDOM CUT-OFF POINTS.** All items capable of producing a hazard per IEEE 1584 will be assessed! Without this, your team will be left liable for any assumptions made on a device's incident energy potential. This is a vital piece to your study.

Our business is founded on a fundamental principle; at our core, we want to help your team create a safer work environment. ESS is built to help your team implement a complete safety solution; from electrical safety program plans to vendor-specific training and arc flash studies (plus a wide array of PM services), our team will build a program that ensures the peace of mind that safety managers strive for.

Noah Hawkins
Director, Business Development
M: (913) 837-0997 | O: (816) 925.0443
E: nhawkins@arcflashpro.com



www.arcflashpro.com

Arc Flash Risk Assessment | Electrical Safety Training | Thermal Imaging | LOTO | Circuit Tracing
Service-Disabled Veteran-Owned Small Business



PROJECT UNDERSTANDING AND APPROACH



PROJECT UNDERSTANDING AND APPROACH

ESS leads from engineering, field operations, scheduling, quoting and admin have worked closely with our project manager to review your solicitation to ensure we understand the objectives, the scope of services and the deliverables requested by your team. Based on our findings, the scope of your request falls directly in line with the tasking our team conducts on a daily basis. ESS personnel will conduct 100% of this work; there will be no subcontracting used as we have the capability to complete every task with ESS employees.

Our standard approach follows your requested tasking almost identically. Here is a brief overview of the approach we will take, per your solicitation request:

- Data collection
 - ESS personnel will conduct a comprehensive review of your facilities to gather all data necessary to build new single lines and conduct the subsequent engineering analyses. As detailed on the company overview page, we do NOT stop our assessments at any arbitrary point in your system. Our data collection (and your deliverables) will include all 3 phase disconnects and machine panels in addition to the transformers, main gear, distribution equipment, panels, MCC's, etc. An ESS employee will open and remove all necessary panels covers; your team will NOT be responsible for any such tasking or subcontracting. Shutdowns are NOT be required for any of our tasking, unless you have existing areas that are previously identified with a DANGEROUS label. If such cases exist, we will work with your team to identify a safe and acceptable way to obtain the necessary data.
- Model and Perform Electric Power Systems Analysis
 - ESS will use SKM to build a new single line model of your systems based on solely the information conducted during our onsite data collection.
 - ESS will use the newly modeled single line drawings to perform the following analyses:
 - Short circuit current study
 - Overcurrent protective device coordination study
 - ESS will identify within your final report one of the (4) terms to describe your level of coordination achieved
 - Arc Flash Analysis
 - Mitigation recommendations
 - Areas found to have an Incident Energy value exceeding $4\text{cal}/\text{cm}^2$ will be reviewed for remediation below the given threshold
 - ESS would like to review all IE findings with your team. With your help, we may be able to identify areas with lesser IE values; however, if these are problematic areas for your maintenance team, reducing those values to the lowest possible IE value would be recommended for your team to consider.



- Produce Arc Flash Hazard Warning Labels
 - ESS will use the findings from Step 2 to create arc flash labels with the information requested in your solicitation. A sample label of our label is included below. The labels will adhere to the equipment specific requests. The arc flash labels will be finished with polyester material.
- Install Arc Flash Hazard Warning Labels
 - An ESS field technician will return to your site to apply the arc flash labels. We will use this time as a QC of our original data collection and also to identify any changes that might have taken place during the interim. All differences will be reported to our engineering team and action will be taken. Details are included in the scope of services section of this submission.
- NFPA 70E Electrical Safety Training
 - ESS conducts complimentary 4hr NFPA 70E training with every arc flash project we deliver. This submission includes those details, and also gives an option for a value add service that would provide a more thorough training for your maintenance team.
- Delivery of Final Report
 - Once all arc flash labels have been installed and accuracy of the data collection and single line models are confirmed, our drawings and reports will be finalized and sent to your team. The report will contain the requested information as laid out within your solicitation.

All work for the Village of Oak Brook will consider and adhere to the following specs as requested by your team:

- OSHA 23 CFR 1910.132(d)
- NEC 110.16
- NFPA 70E ('24)
- IEEE 1584

ESS will deliver the following as part of this project:

- A complete report for all system studies in both electronic (pdf and USB) and (2) hard copies (with details as called out in section 6 of the solicitation).
- Arc flash labels, applied
- NFPA 70E training
- New single line drawings

ESS will not provide a comprehensive NEC code violation report, however, if your team chooses to include thermal imaging as a value add service, code issues are more likely to be uncovered during this task.



SCOPE OF SERVICE

ITEM #1

DATA COLLECTION



Phase 1: On-Site Data Collection

ESS will not rely on existing drawings, asset lists or use previous studies as input data for our study. Each of our assessments are created from a new model that we build using SKM software, using only data that we collect and verify while on-site.

Proper data collection includes documentation of wire size, wire length, transformer data, over-current protective devices such as breakers and fuses and other miscellaneous data. Equipment included in our assessment will include main switch gear, panel boards, motor control centers, bus ducts and plugs, control panels, branch panels, disconnects and downstream loads, as required by the NFPA 70E and IEEE 1584.

Our assessment will NOT include an arbitrary cutoff point such as a 50-amp threshold or equipment below the last distribution point.

ESS electricians will be required to remove panel covers to expose the details of your equipment. However, shutdown of equipment is usually avoided as we are only observing the equipment and will not be touching the internal pieces in any manner.

CLIENT SUPPORT FOR PHASE 1 WORK

- Identify any areas that may have scheduling requirements or special clothing requirements.
- Ensure equipment is labeled per NEC prior to our arrival. These labels identify equipment names and load information.



SCOPE OF SERVICES

ITEM #2

MODEL AND PERFORM ELECTRIC POWER SYSTEM ANALYSIS



Phase 2: System Modeling

Using the data from our on-site data collection, our engineers will model your electrical distribution system in SKM Systems Analysis. Once the new single line drawings are complete, our PE will review the model to ensure accuracy. If requested, ESS can provide an electronic copy of this model prior to proceeding into the engineering analyses.

Engineering Analyses

Using this new single-line model and the utility provided fault current information, our team will run a short circuit analysis, a protective device coordination analysis and an interrupt rating analysis. Based on these results, our team can then calculate the incident energy analysis to determine the potential hazard at each of the qualified electrical points within your system.

SHORT CIRCUIT ANALYSIS:

A short-circuit analysis of your system will provide a final report with a tabular listing of the available bolted short-circuit current levels at each designated point in the system.

The short-circuit current analysis begins at the point where the local utility provides power and includes all alternative electrical power sources. It continues down through the low voltage terminals of the utility vault transformers, through the main switchgear to the switchboards, panel boards, and motor control centers further downstream. Motors 50 HP and greater will be documented as they may provide fault contribution within the system. The analysis will include industrial control panels as defined by NEC Article 409.09.

OVERCURRENT PROTECTION DEVICE ANALYSIS:

This study analyzes the fault current levels in the system about the operating characteristics of the over current protective devices at the designated points in the system. The arc flash hazard level is directly related to the opening time of the over current protective device protecting the faulted circuit. Therefore, the fuse and circuit breaker parameters have a dramatic impact on the potential arc flash hazard as they affect the arc flash incident energy and flash protection boundary calculations. ESS will provide up to 16 TCC's for this project.

The over current protective device time current characteristic must be known from the main service entrance over current protective device(s) at each service entrance equipment location continuing downstream to include all of the switchgear, switchboards, and panel boards.



PROTECTIVE DEVICE COORDINATION STUDY:

In an ideal electrical system, all overcurrent protective devices are coordinated so that the device closest to a fault trips before the upstream device(s). Protective device coordination will be analyzed for all protective devices modeled as needed for the arc flash study. Components outside of the arc flash study (e.g. motors under 50HP) are not included. A report will be provided to note all protective devices that are mis-coordinated as found at the time of data collection. Before and after time current curves (TCC's) will be provided for all recommended adjustments. This proposal does not include additional studies (i.e., load flow, motor starting, cable ampacity de-rating, etc.) that may be required to ensure full system operation and functionality.

One of the (4) terms indicated in Section 1.C.2.B of your solicitation will be used to describe the level of selective coordination achieved. These will be called out within the final report that is delivered to you.

ARC FLASH EVALUATION DETAIL:

The Arc Flash Assessment will be conducted under the supervision of a licensed Professional Electrical Engineer with extensive experience in Arc Flash and Power system studies. Electrical Safety Specialists, LLC and W.L. Cassel and Associates Inc. (est. 1933) have a long-standing relationship in performing these studies for a variety of clients.

The Arc Flash Evaluation will be conducted using the Short Circuit Study and Protective Device Coordination Study results gathered in the previous steps. The arcing fault current through the protective devices is calculated from the bolted fault value and used to automatically find the time duration of the arc from the time current coordination (TCC) curves. Based on this information, the approach (shock) boundaries, incident energy and arc flash boundary are calculated for each designated location in the power system following the NFPA 70E and IEEE 1584 standards. Device evaluation of equipment will be based on information gathered for the purpose of arc flash hazard assessment. Series ratings of breakers and other equipment that is not gathered during arc flash assessment is not included in this proposal.

Once the incident energy is calculated at each designated location, the corresponding personal protective equipment (PPE) can be specified in conjunction with the NFPA 70E guidelines. Incident energy levels and the corresponding PPE may be reduced by methods such as adjusting circuit breaker settings or by changing current-limiting fuses and circuit breakers.

The arc flash hazard results are based on industry-accepted engineering calculations from NFPA 70E, "Standard for Electrical Safety in the Workplace" and IEEE 1584a, "Guide for Performing Arc-Flash Hazard Calculations."

MITIGATION RECOMMENDATIONS

As per the request in your solicitation Section 1.C.5.ix, ESS will review the findings of your final report and will provide mitigation recommendations for incident energy values found to exceed 4cal/cm^2 .



SCOPE OF SERVICES
ITEM #3
PRODUCE ARC FLASH HAZARD WARNING LABELS



Phase 3: Label Creation:

Once the engineering analyses have been completed and the incident energy levels have been calculated, ESS will create an arc flash label for every necessary device in your facility. The values provided on each of the labels will be unique to that device and will be based on that device's specific calculations. If the device is fed from various enclosures, our label will represent the worst case scenario for that particular item. The below label is a representation of what our thermal-transfer label looks like:

 WARNING Qualified Persons Only	
Arc Flash and Shock Hazards Appropriate PPE Required	
REVIEW SAFE WORK PRACTICES PRIOR TO WORK	
0.28 cal/cm²	Arc Flash Protection Boundary: 7 in Incident Energy @ Working Distance: 1 ft 6 in
Recommended (minimum) PPE: Protective clothing, Nonmelting (ASTM F 1506) or Untreated Fiber (e.g. untreated cotton), Long sleeve shirt and long pants or coverall, Safety glasses/goggles, Hearing protection, Heavy-duty leather gloves or Rubber insulating gloves w/ Leather protectors, Face shield (as needed)	
480 VAC 00 3 ft 6 in 1 ft	Shock Hazard Glove Class Limited Approach Restricted Approach
 Johal ESS-2015-08-03-02 Prepared: 04/02/14	
Location: LINE 15 EXT	



SCOPE OF SERVICES

ITEM #4

INSTALL ARC FLASH HAZARD WARNING LABELS



Phase 4: FINAL REVIEW AND UPDATES

One of the most vital pieces of any arc flash risk assessment is the delivery and application of the labels. ESS has taken the bar to another level in two distinct ways to help make your assessment more practical for your employees. This procedure helps ensure that our assessment is the most comprehensive study available:

- Things change in your facility; machines are added, moved, retro-fitted. Some additions require more electrical equipment. So consider this... ESS applies every label, every time, conducting a double check of your system model along the way. ESS waits until after the label application to deliver your final report and single lines. This practice allows us to capture, report and deliver up-to-date studies, drawings and calculations.
- Your arc flash report is only helpful if the employees who interact with electrical devices put into practice the procedures necessary to protect them from the hazards. Our training programs are carefully designed to incorporate your model, your hazards and solutions that your employees can apply to their immediate tasking.



SCOPE OF SERVICES

ITEM #5

NFPA 70E ELECTRICAL SAFETY TRAINING



Phase 5: TRAINING

NFPA 70E training and subsequent certification is required for anyone potentially exposed to an electrical hazard in thresholds not to exceed 3 years. The 4 hour version of this training is provided complimentary by ESS during the label application phase of every arc flash project that we provide, including yours.

Personnel interacting with 50v or greater are also required to receive NFPA 70E training (and certification) in thresholds not to exceed 3 years. Additionally, these individuals are to be deemed "qualified" by the employer per NFPA 70E mandates. The NFPA 70E requires that qualified persons demonstrate release of victim and lockout tagout procedures annually, and the employer must have documentation that these exercises were completed. ESS goes above and beyond to provide our clients with the best deliverables in the industry, including a spiral bound handbook for each attendee that has photographic evidence of these demonstrations. ESS goes above and beyond by including several additional hands-on demonstrations that will better equip your personnel to work in a safer electrical work environment. This QEW training can be added to the scope per the value-add line item on the pricing sheet. An outline of this class is within the following pages.



SCOPE OF SERVICES
ITEM #6
DELIVER FINAL REPORT



Phase 6: DELIVERY OF REPORT AND SINGLE LINE DRAWINGS

This is one of the key steps that will separate ESS from the competition.

Upon completion of label delivery, all found alterations to your electrical system will be reported to our engineers for a final update to your study. Our field technicians are trained to follow the newly created single line drawings and specifically look for updates to the systems, along with any possible oversites from the original collection. This extra step is a service provided to all our clients which ensures the highest quality product to our clients.

Once those changes have been recorded and the necessary updates have been made, the final single lines will be printed off and mailed to your team. Our drawings will be provided on "D" sized engineering paper. 3 copies of these drawings will be provided, along with a USB drive which includes an electronic copy of your arc flash report. If your team would like a hard copy of the arc flash report, please be sure and notify your ESS contact of the request.



SCOPE OF SERVICES

VALUE ADD SERVICES

ESS recommends that your team consider adding thermal imaging and/or Qualified Electrical Worker training to your project's scope of work. A line item with costing for each is included on the pricing page and an outline for each service is on the following two pages.

Infrared Thermography - Outline

DESCRIPTION

ESS personnel will conduct on-site Thermal Infrared scans of electrical distribution and branch circuit equipment. This includes the ESS team removing panel covers and dead fronts. Our Level II Thermographer and Master Electrician will make an initial assessment on-site for immediate concerns, including but not limited to:

- Temperature variations
- Loose connections
- Oxidized pieces
- Aged equipment
- Overloads
- Load Imbalances
- Breakdown of insulation
- NEC code violations

ON-SITE CORRECTIONS

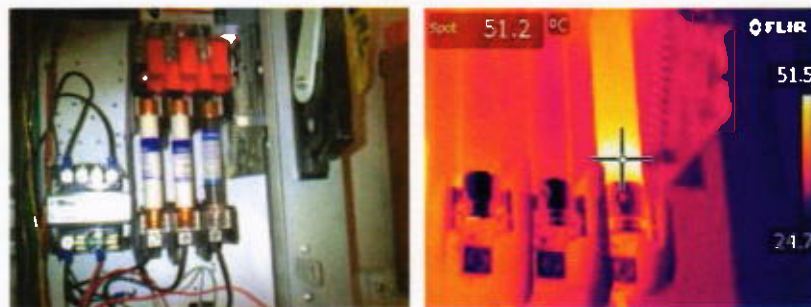
ESS will correct any minor problems found, if they can be completed safely at the time of the initial field assessment. Minor problems may include tightening of loose connections.

FINAL REPORT

ESS will create and deliver a final report to your team that identifies trouble spots and will also identify the proper corrective actions to take, where applicable. The report will prioritize the findings by severity and probability.

SAMPLE FINDING

Sheet n^o 14 | Abnormality Sheet - Priority Degree 2 | Date: 01.7.2019



Analysis and recommended action

Default: Starter for FCU 2 (located above entry door to storage area)
Loose connection on lower C phase fuse clip

Suggested Action: Tighten or replace fuse clip and replace fuse to match A - B phase

Inspected by: Mr. Doug Tellin

Repaired by: Doug Tellin
Comment:

Date: 1-7-12019



Qualified Electrical Worker (QEW) Training Outline

DESCRIPTION

A qualified person is identified as "One who has demonstrated skills and knowledge related to the construction and operation of electrical equipment... and has received safety training to identify the hazards and reduce the associated risk."

NFPA 70E regulations mandate that all qualified personnel who work on electrical equipment "*demonstrate*" their ability to perform the tasks required of them, while properly using PPE. This course will provide the platform for your employees to perform these tasks while our team oversees and educates them on safe work practices.

Each attendee will have a booklet printed specific to their training with photos taken while the attendee progresses through the training. This booklet should be kept on file for future reference to trainings and qualifications.

DETAILED OUTLINE

Documentation of Training

- Hands-on Exam
- Printed handbook for each individual

Hands-on Training

- Demonstration of skills
- Proper voltage testing procedures
- Seamless, worry-free documentation of training

Incident Energy Analysis

- Dynamics of an Arc Flash
- Arc Flash Category vs. Incident Energy numbers
- Interpretation of arc flash labels
- Protection Boundaries
- Who it impacts

Shock Hazards

- Shock boundaries
- Shock protection
- Requirements for shock hazard analysis

Release of Victims

- Isolation of power source
- Demonstration of physical release

Electrical Safe Work Condition

- Principals of Lockout Tag-out
- Performing LOTO exercises

Personal Protective Equipment

- Don Doff exercises (and documentation) for Arc Flash PPE and gloves
- Care and maintenance of your PPE
- Outer layers and under layers
- Field testing of voltage rated gloves

Hands-on Meter Demonstration

- Selection and use of meters
- Use of test leads

Insulated Tools and Equipment

- Testing requirements
- Voltage Rated Tools
- Voltage Rated Gloves

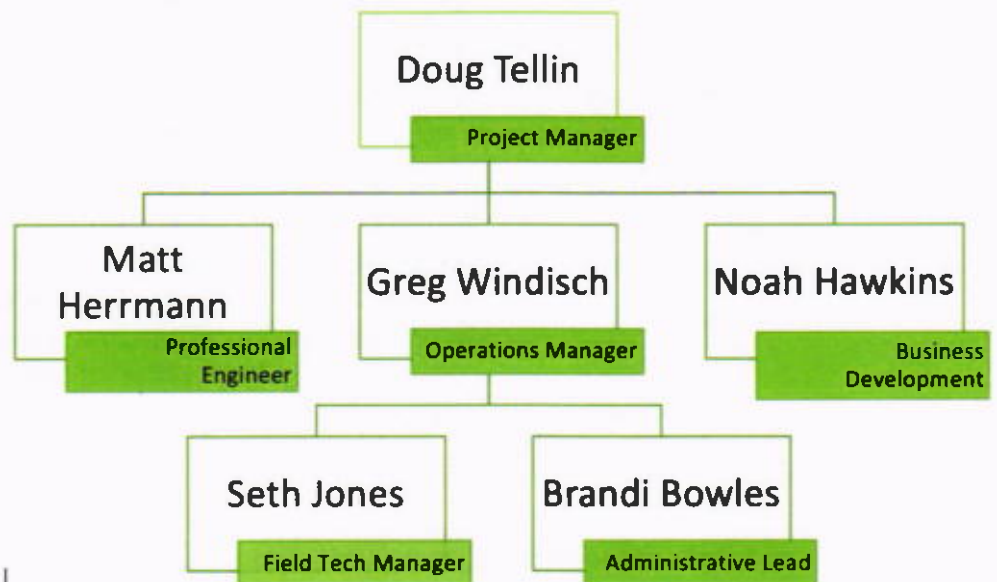
Create a culture that **ENCOURAGES** electrical safety!

- We will show you the first steps to take!
- We will tell you what key players to involve and how they can play a crucial role
- Evolution of the electrical worker and NFPA 70E



KEY PERSONNEL

Before introducing our team members who will lead this project, it is imperative to reiterate that ESS is a 100% self performing company. This ensures a higher quality deliverable as it allows for more internal checks and balances while also providing the most streamlined communication channels between the field and engineering teams.





Doug Tellin; Project Manager

After a rewarding 13-year career working as a master electrician, Doug left his career to follow his true passion in electrical safety. Doug began working for an electrical safety firm where he developed an electrical safety training curriculum, built safety program plans, and was placed in charge of field operations for arc flash assessments involving hundreds of facilities in North America and abroad.

After several years in the electrical safety field, Doug saw an opportunity to adapt to what the industry was lacking. Using his expertise from both his master electrician career and his time as a leader at another firm, Doug partnered to open ESS. Doug envisioned a firm that did not cut corners, was 100% transparent with clients, and ultimately provided clients with a work environment built with electrical safety as their priority.

Doug has developed, implemented and trained personnel ranging from machine operators to university instructors. Doug commonly speaks at national tradeshow, client-hosted seminars and regional conferences. Doug also presents NFPA 70E training classes regularly. His presentation skills, as shown in client feedback, are the best in the business.

Doug was responsible for developing industry-leading tactics for data collection when arc flash hit the scene nearly 25 years ago. His arc flash experience includes healthcare facilities, power generation, university campuses, warehouse, distribution and manufacturing facilities plus numerous property management facilities. Recently, Doug has served as a trainer and electrical safety subject matter expert for Architect of the Capitol on Capitol Hill in Washington DC.

Greg Windisch; Operations Manager

As Operations Manager, Greg plays a vital role in ensuring our clients receive the critical electrical safety information they need to establish a safe working environment.

Greg began his career in the U.S. Marine Corps, serving as a sniper and sniper instructor during two tours in Iraq. After his 4 year military service, he embarked on an 11-year career in the electrical field, gaining extensive experience in the installation and design of commercial, industrial, and institutional electrical systems. He managed numerous large-scale electrical construction projects across the Midwest during this time.

Greg transitioned from the construction field to a career in electrical safety over a decade ago, joining ESS to focus on advancing workplace safety standards. He attended the NJATC/IBEW Local 124 apprenticeship program and attended Metropolitan Community College. In addition, he is a Certified Electrical Safety Compliance Professional (CESCP) as well as an authorized American Red Cross First Aid/CPR/AED instructor. Greg is also an active member of both the National Fire Protection Association (NFPA) and the Institute of Electrical and Electronics Engineers (IEEE).



Seth Jones; Field Technician Manager

As Field Service Manager, Seth ensures our employees receive the critical electrical safety information they need to create and maintain a safe working environment. He also ensures ESS personnel are thoroughly trained, well-equipped, and prepared to perform tasks with precision and safety.

Seth began his career with ESS after completing a Bachelor of Business Administration in Project Management from Baker University. Over his 10 years with the company, he has played a pivotal role in overseeing the training of new hires, ensuring that training programs are up-to-date and compliant with the latest OSHA and NFPA standards. Additionally, Seth is responsible for maintaining the quality control of the data collection process, and ensuring adherence to current standards and best practices.

In addition, Seth is a Certified Electrical Safety Technician (CEST) as well as an authorized American Red Cross First Aid/CPR/AED instructor. He is also an active member of both the National Fire Protection Association (NFPA) and the Institute of Electrical and Electronics Engineers (IEEE).

Matthew Herrmann; PE

Matt is the Engineering Manager and lead PE for ESS. He oversees the day-to-day engineering operations while continuously developing and improving ESS's processes and procedures. As the lead PE, he serves as the Engineer of Record for all engineering tasks including arc flash hazard, device evaluation and coordination studies.

Before joining the ESS team, Matt worked for Kiewit as a Lead Electrical Engineer. During his time with Kiewit, Matt worked with various project teams to design and build combined-cycle generation facilities, along with other high-profile projects, under the Engineer, Procure, Construct (EPC) model. Matt was a support Electrical Engineer for several projects, eventually working his way up to Lead Electrical Estimator, and then Lead Electrical Engineer. Matt received his initial Professional Engineering license in 2017 and is currently registered in more than ten states. He holds a Bachelor of Science degree in Electrical and Computer Engineering from the University of Missouri – Kansas City.



Noah Hawkins; Director, Business Development

Noah Hawkins is the Director of Business Development for ESS, overseeing growth in the US, European and Asian markets. Noah assumed the role of the business lead at ESS in 2019, helping to expand their presence in multiple industries and develop partnerships with consultants and vendors throughout the safety industry. Noah implemented a CRM for ESS and has since developed a streamlined business model for ESS where he manages marketing strategies, lead development activities, promotional campaigns, and traditional sales activities.

From 2014-2019, Noah was a lead sales associate at Seam Group (formerly Lewellyn Technology), now part of the ABB Service group. During his time at Lewellyn Technology, Noah gained invaluable experience in the electrical safety industry, working directly with clients to help them implement NFPA 70E safe work practices in their facilities. Prior to his time at Lewellyn Technology, Noah consulted for NAVAIR at NSWC, Naval Surface Warfare Center (Crane) to assist with the safe implementation of new weapon systems into deployment.

Noah holds two degrees, including a Bachelor of Science degree in Business from Indiana State University, along with a Computer Science degree. Noah resides in Indiana.

Brandi Bowles, Administrative Lead

Brandi has been working with ESS for nine years. Brandi manages on-site schedules for our field technicians and training staff. Brandi's experience in this role helps ensure a seamless transition from the business side of your projects to the operations side with proper communications and preparedness levels. Brandi also handles outside vendor setup and accounts payable for the ESS team.



RELEVANT EXPERIENCE

Our arc flash, thermal imaging and training client base at ESS is unique in that we have worked in nearly every industry on a national level.

Our technicians and engineers have worked on medical campuses large and small; in multi-million square foot buildings to the smallest of service buildings. We have experience working with municipalities and water districts, local medical facilities and campuses, government buildings, and public transportation hubs. Personally, Noah has managed several very large entities such as the City of Newport News where he helped manage a 2-year long arc flash project that included incident energy studies on more than several hundred government owned properties.

Below is a condensed list of just a few of the hundreds of clients, for whom ESS has completed thousands of electrical safety services for:

Government entities:

- City of Naperville
- City of Crystal Lake
- Village of Carpentersville
- Springbrook Water District (Naperville)
- City of Manhattan
- City of Riverside
- City of San Clemente
- State Department of Illinois
- State Department of Washington
- Architect of the Capitol (Washington DC and all Federal buildings)

Non-government entities in the Chicago-land area:

- | | |
|-----------------------|------------------|
| • iFly / SkyVenture | • Ryerson |
| • Johnson and Johnson | • Zoetis |
| • Dart Containers | • Unilock |
| • Bluegreen resorts | • Ring Container |
| • Buckeye Partners | • VPET Plastics |
| • Snap-on Tools | • Nypro |
| • UMB Bank | • Steris |
| • Plus many more... | • Gelita |

VILLAGE OF OAK BROOK

References Worksheet

- Each of these projects were completed using the same project team members as laid out in the Key Personnel section of our proposal.

Reference #1

Company Name: City of Riverside
Address: 3900 Main St
City, State, Zip: Riverside, CA
Contact Name: Usha Kademani
Telephone #: (951) 351-6259
Type of Work: Arc Flash & Training
Start Date: March '24, \$26,000

Reference #3

Company Name: State of Washington - DES
Address: 1500 Jefferson St, PO Box 41476
City, State, Zip: Olympia, WA
Contact Name: Bob Willyerd
Telephone #: (360) 407-8497
Type of Work: Arc Flash, IR, Program Plan, Training
Start Date: MAR '20- OCT '20; \$850,000

Reference #5

Company Name: National Institute of Health
Address: 9000 Rockville Pike
City, State, Zip: Bethesda, MD
Contact Name: Brandon Wagoner
Telephone #: 301-451-4476
Type of Work: QEW Training (AF pending)
Start Date: January '23

Reference #2

Company Name: Architect of the Capitol
Address: Numerous locations
City, State, Zip: Washington D.C.
Contact Name: Charles Apple
Telephone #: (571) 287-0580
Type of Work: Electrical Safety Gap Analysis/Training
Start Date: On-going since 2020

Reference #4

Company Name: Village of Carpentersville
Address: 1200 L.W. Besinger Drive
City, State, Zip: Carpentersville, IL 60110
Contact Name: Joe Egler
Telephone #: (847) 551-3490
Type of Work: Arc Flash, IR, QEW Training
Start Date: Aug '21, Jan '22, Mar '22,



Below is a sample Gantt chart showing the major milestones for this arc flash assessment. Our team will work with your team to do our best to adhere to this schedule to ensure completion by June 30, 2026.



Line Item	Description	Quantity	Each	Subtotal Cost	Total
1	Data Collection (Item 1 Subtotal Cost)	1	Each	\$17,520.00	\$17,520.00
2	Model and Power Systems Analysis (Item 2 Subtotal Cost)	1	Each	\$19,260.00	\$19,260.00
3	Produce Arc Flash Hazard Warning Labels (Item 3 Subtotal Cost)	1	Each	\$1,840.00	\$1,840.00
4	Installation of Arc Flash Warning Labels (Item 4 Subtotal Cost)	1	Each	\$8,180.00	\$8,180.00
5	NFPA 70E Electrical Safety training (Item 5 Subtotal Cost)	1	Each	\$0.00	\$0.00
6	Final Report (Item 6 Subtotal Cost)	1	Each	\$1,750.00	\$1,750.00
	Total				\$48,550.00
Value add services		Quantity	Each	Subtotal Cost	Total
	Thermal Imaging	1	Each	\$8,250.00	\$8,250.00
	Qualified Electrical Worker training	1	Each	\$4,800.00	\$4,800.00
	- this training includes up to 10 seats for this price				

ATTACHMENT B

INSURANCE REQUIREMENTS

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

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

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

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

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

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

- D. General Liability and Automobile Liability Coverage -

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

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

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

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

Each Insured shall furnish the Village with certificates of insurance and with original endorsements 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.

Pricing Proposal	
Description	Quantity
Data Collection	1
Model and Power Systems Analysis	1
Produce Arc Flash Hazard Warning Label	1
Installation of Arc Flash Warning Labels	1
NFPA 70E Electrical Safety training	1
Final Report	1
Total	

Total direct costs not listed above

	Clark Dietz Inc.	Electrical Safety Specialists
Total	Total	Total
\$18,850.00	\$29,960.00	\$17,520.00
\$53,380.00	\$50,210.00	\$19,260.00
\$2,900.00	\$21,980.00	\$1,840.00
\$7,140.00	\$7,060.00	\$8,180.00
\$5,775.00	\$4,670.00	\$0.00
\$21,815.00	\$6,910.00	\$1,750.00
\$109,860.00	\$120,790.00	\$48,550.00
	\$9,000.00	\$4,800.00
	\$129,790.00	\$53,350.00

Electrical Testing Solutions	Kluber Architects + Engineers
Total	Total
\$63,575.00	\$37,600.00
\$24,521.40	\$28,550.00
\$5,676.25	\$0.00
\$17,028.75	\$18,630.00
\$10,200.00	\$4,600.00
\$2,724.60	\$4,500.00
\$123,726.00	\$93,880.00
	\$142,800.00
	\$236,680.00

	MEP Infrastructure Solutions, Inc.	SGC Engineering
Total	Total	Total
\$38,000.00	\$59,936.00	\$23,366.61
\$117,320.00	\$74,860.00	\$162,422.98
\$6,800.00	\$25,288.00	\$5,118.40
\$11,800.00	\$29,740.00	\$6,231.10
\$8,200.00	\$6,356.00	\$3,632.95
\$64,620.00	\$10,460.00	\$32,101.27
\$246,740.00	\$206,640.00	\$232,873.31
		\$33,742.43
		\$266,615.74

	TERRA Engineering, Ltd.
Total	Total
\$19,000.00	\$67,649.00
\$51,000.00	\$85,056.00
\$15,500.00	\$5,362.00
\$27,500.00	\$15,878.00
\$17,400.00	\$12,574.00
\$17,400.00	\$20,488.00
\$147,800.00	\$207,007.00



ITEM 9.A.4.

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

AGENDA ITEM

Board of Trustees Regular Meeting
of
December 9, 2025

SUBJECT: Award of Contract - A Professional Design Engineering and Construction Inspection Services Agreement for the 2026 Streets Improvements Project.

FROM: Tim O'Malley, Public Works Director

BUDGET SOURCE/BUDGET IMPACT: \$326,000 is included in the FY2026 Budget, using account 460-76200 (Engineering Services)

RECOMMENDED MOTION: I move that the Village Board approve Resolution R-2327, a Resolution Awarding a Professional Engineering Services Agreement for the 2026 Street Improvement Project to BLA, Inc. in the amount of \$127,739.00.

Background/History:

On October 15, 2025, staff requested proposals for Design Engineering and Construction Inspection Services through the Village's e-procurement portal from the list of ten consultants that were pre-qualified in the applicable engineering disciplines as part of the Village's August 2022 Request for Qualifications for Professional Consulting Engineering Services.

The selected consultant will prepare Design Plans, Special Provisions, Estimates, provide bidding assistance, and Construction Inspection services.

The project consists of pavement rehabilitation for the Village's 2026 Streets Improvement project following the water main replacement in the Forest Glen/Woodside Estates subdivision. Approximately 2.27 miles of roadway are included in this project. It is anticipated that the method of rehabilitation will include patching, milling, and resurfacing with curb and shoulder spot repairs. Curb ramps adjacent to roadways that are rehabilitated shall be reviewed for ADA/PROWAG compliance. If the ramps are non-compliant, they shall also be included in the project. Engineering phases of the project are anticipated to use local funds. Construction may also use MFT funds. Therefore, the project must adhere to Village, IDOT, IEPA, and DuPage County standards as required.

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

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

Staff posted a Request for Proposals (RFP) for Design and Construction Engineering Services for the 2026 Streets Improvement Project on the Village's e-procurement site on Wednesday, October 15, 2025. Ten (10) firms downloaded the RFP package. Six (6) proposals were received before the Tuesday, November 4, 2025, deadline. The proposed fees are as follows:

BLA	Trotter	Strand(w/ADA &CCDD)	Baxter & Woodman	Thomas	GHA
\$127,739.00	\$129,516.00	\$134,243.40	\$140,979.00	\$166,216.39	\$217,500.00

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

Recommendation:

Staff recommends that the Village Board approve Resolution R-2327, a Resolution Awarding a Professional Engineering Services Agreement for the 2026 Street Improvement Project to BLA, Inc. for \$127,739.00.

Attachments:

1. Resolution # R-2327 - 2026 Streets Improvement Project
2. BLA Contract & Proposal
3. 2026 Streets Improvement Project - Bid Tab

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

RESOLUTION
NUMBER 2025-PW-ST-IMPRV-R-2327

A RESOLUTION
AWARDING A PROFESSIONAL ENGINEERING SERVICES
AGREEMENT TO BLA, INC., FOR DESIGN ENGINEERING AND
CONSTRUCTION INSPECTION SERVICES FOR THE 2026
STREETS IMPROVEMENTS PROJECT

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

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

Village Board

Published in pamphlet form by authority of the
President and the Board of Trustees of the Village of Oak Brook
on this 9th day of December 2025

RESOLUTION NO. 2025-PW-ST-IMPRV-R-2327

A RESOLUTION
AWARDING A PROFESSIONAL ENGINEERING SERVICES AGREEMENT TO BLA, INC.,
FOR DESIGN ENGINEERING AND CONSTRUCTION INSPECTION SERVICES FOR THE
2026 STREETS IMPROVEMENTS PROJECT

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

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

WHEREAS, on October 15, 2025, Staff requested proposals for engineering services related to the 2026 Streets Improvements Project (the "Services") through the Village's e-procurement site from the list of ten consultants that were pre-qualified in the applicable engineering disciplines as part of the Village's August 2022 Request for Qualifications for Professional Consulting Engineering Services, and whereby six proposals were received and opened on November 4, 2025;

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

WHEREAS, Staff has determined that BLA, Inc., of Itasca, Illinois (the "Company") had submitted the proposal in the amount of \$127,739.00 and providing the best overall value to the Village for the Services desired, as further detailed in the Contract Between The Village of Oak Brook and BLA, Inc. For Professional Design Engineering and Construction Inspection Services the 2026 Streets Improvements Project (the "Agreement") attached hereto and incorporated herein as Exhibit A;

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

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

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

Section One – Recitals

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

Section Two – Award of Contract

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

Section Three – Authorization and Direction

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

Section Four - Other Actions Authorized

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

Section Five - Authorization of Expenditures

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

Section Six - Acts of Village Officials

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

Section Seven – Effective Date

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

Section Eight - Publication

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

Section Nine – Conflict Clause

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

Section Ten – Saving Clause

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

Section Eleven – Recording

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

PASSED THIS 9th day of December 2025.

Ayes: _____

Nays: _____

Absent: _____

APPROVED THIS 9th day of December 2025.

LAURENCE E. HERMAN,
Village President

ATTEST:

NETASHA SCARPINITI,
Village Clerk

EXHIBIT A

[Agreement]



REVIEW OF CONTRACTS

Awarding Agency:

VOB

Type of Contract:

Eng. Svcs.

Department:

P.W.

Program/Account Number:

460-76200

Awarded Contract Price:

\$127,739.90

Budgeted Amount:

\$127,739.90

CONTRACT AMOUNT

☐ Under \$20,000

☐ \$500,001 - \$1,000,000

☒ \$20,000 - \$500,000

☐ Over \$1,000,000

NOTES

Professional Design Engineering and
Construction Inspection Services for
the 2024 Streets Improvement Project

DEPARTMENT DIRECTOR SIGNATURE

Name:

Prindys O'Malley

Date:

11/10/25

INITIAL REVIEWING ATTORNEY SIGNATURE

Name:

Mr. [Signature]

Date:

12/1/25

APPROVED BY VILLAGE MANAGER

Name:

Date:

FINAL REVIEW AS TO FORM ATTORNEY SIGNATURE

Name:

Mr. [Signature]

Date:

12/1/25

☐ Three (3) Originals signed by other party

Date/Initials _____

☐ Original provided to staff member for other party

Date/Initials _____

☐ Original provided to Official Files

Date/Initials _____

**CONTRACT BETWEEN
THE VILLAGE OF OAK BROOK AND BLA, INC. FOR PROFESSIONAL
DESIGN ENGINEERING AND CONSTRUCTION INSPECTION SERVICES
FOR THE 2026 STREETS IMPROVEMENT PROJECT**

In consideration of the agreements set forth below, the **Village of Oak Brook, Illinois**, 1200 Oak Brook Road, Oak Brook, Illinois 60523, a unit of local government created and existing under the laws of the State of Illinois (the "Owner" or "Village"), and **BLA, Inc.**, 333 Pierce Road, Suite 200, Itasca, Illinois 60143, a Consulting firm (the "Consultant"), make this Contract as of _____, 2025, and hereby agree as follows:

**ARTICLE I
THE SERVICES**

1.1 Performance of the Services

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

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

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

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

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

1.2 Completion Date

Consultant shall diligently and continuously perform the Services at such a rate as will allow all Services to be fully performed and completed in compliance with this Contract not later than **November 30, 2026**, ("Completion Date"). The

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

1.3 Required Submittals

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

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

1.4 Review and Incorporation of Contract Provisions

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

1.5 Financial and Technical Ability to Perform

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

1.6 Time

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

1.7 Consultant's Personnel and Sub-Consultants

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

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

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

1.8 Owner's Responsibilities

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

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

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

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

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

ARTICLE II

CHANGES AND DELAYS

2.1 Changes

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

2.2 Delays

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

2.3 No Constructive Service Change Orders

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

ARTICLE III

CONSULTANTS' RESPONSIBILITY FOR DEFECTIVE SERVICES

3.1 Representation of Compliance

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

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

3.2 Corrections

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

3.3 Risk of Loss

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

ARTICLE IV

INSURANCE; INDEMNIFICATION

4.1 Insurance

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

4.2 Indemnification

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

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

ARTICLE V

PAYMENT

5.1 Contract Price

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

5.2 Taxes, Benefits and Royalties

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

5.3 Progress Payments

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

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

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

5.4 Final Acceptance and Final Payment

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

5.5 Deductions

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

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

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

5.6 Accounting

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

ARTICLE VI

REMEDIES

6.1 Owner's Remedies

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

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

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

6.2 Consultant's Remedy

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

6.3 Terminations and Suspensions by Owner Deemed for Convenience

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

ARTICLE VII

LEGAL RELATIONSHIPS AND REQUIREMENTS

7.1 Binding Effect

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

7.2 Relationship of the Parties

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

7.3 No Collusion

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

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

7.4 Assignment

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

7.5 Confidential Information

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

7.6 No Waiver

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

7.7 No Third-Party Beneficiaries

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

7.8 Notices

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

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

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

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

BLA, Inc.
333 Pierce Road, Suite 200
Itasca, Illinois 60143
Attention: Daniel B. Bruckelmeyer, P.E., President & Chief
Executive Officer

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

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

7.9 Governing Laws

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

7.10 Changes in Laws

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

7.11 Compliance with Laws and Grants

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

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

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

7.12 Ownership of Documents

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

7.13 Time

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

7.14 Severability

The provisions of this Contract shall be interpreted, when possible, to sustain their legality and enforceability as a whole. In the event any provision of this Contract shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such

provision, nor the validity of any other provisions of this Contract shall be in any way affected thereby.

7.15 Entire Agreement

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

7.16 Amendments

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

7.17 Attachments

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

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

VILLAGE OF OAK BROOK

By: _____
Greg Summers
Village Manager

Attest:

By: _____
Netasha Scarpiniti
Village Clerk

BLA, INC.

By: _____
Name: _____
Title: _____

Attest:

By: _____
Name: _____
Title: _____

ATTACHMENT A

PROPOSAL SUBMITTED BY BLA, INC. DATED NOVEMBER 4, 2025

PROPOSAL

2026 STREETS IMPROVEMENT DESIGN ENGINEERING AND CONSTRUCTION INSPECTION



VILLAGE OF OAK BROOK

NOVEMBER 4, 2025

CONSULTING
ENGINEERS



BLA, Inc.



November 4, 2025

Village of Oak Brook Public Works
3003 Jorie Boulevard
Oak Brook, Illinois 60523



Re: Proposal
2026 Streets Improvement
Design Engineering and Construction Inspection

Mr. O'Malley:

BLA appreciates the opportunity to submit our proposal and qualifications to provide engineering services to the Village. BLA has the experience and expertise necessary to serve the Village since we have worked on similar projects and have the local staff available. BLA has demonstrated the ability to work with the community, contractors and municipal officials to accomplish projects on schedule and within budget.

We are giving you our "A" team because we know how important this work is to the Village. We would love nothing more than to work on the completion of this project and be proud to say we did to all when successfully completed. We also believe we can address any needs or emergencies quickly before they become larger problems.

Our firm would perform this work out of our Itasca office; our contact information is:

Corporate Office

333 Pierce Road, Suite 200
Itasca, Illinois 60143

Dan Bruckelmeyer, P.E.; President and Chief Executive Officer
dbruckelmeyer@bla-inc.com; 630-438-6400

We sincerely appreciate the opportunity to submit our Proposal to the Village and look forward to answering any questions you may have to further clarify our submittal.

Sincerely,

BLA, Inc.

Daniel B. Bruckelmeyer, P.E.
President and Chief Executive Officer

PROJECT UNDERSTANDING AND APPROACH

We approach all our projects as if it is *our* community and *our* neighbors who will be affected. We believe that as a designated representative of the Village, it is our responsibility to act professionally and as a good steward of taxpayer dollars. While our industry affiliation is that of **civil engineering**, we are first and foremost **customer service providers**. Whether that service is preparing resurfacing plans, inspecting wetlands or reconstructing a major collector in front of residents' driveways, *it is our philosophy to always consider that by entering into an agreement with the Village of Oak Brook, we are now part of the Village of Oak Brook.* We understand deadlines are a commitment Village staff has made to the Village Board and residents. *We do not miss deadlines because we understand their importance.*



BLA IS HERE TO SERVE THE VILLAGE OF OAK BROOK



Our commitment to attend meetings (*staff and neighborhood*) is how we normally do business. We have met in local schools with clients and residents to hear their concerns and *work with them* to solve problems. We believe face-to-face meetings are always better than calls or emails. When possible, we will meet with our clients or their residents to discuss their concerns firsthand and find solutions. Our experience has shown that simply showing up on site demonstrates to residents we are here for them and alleviates many of their concerns. We are always available and will provide you with contact information for our project engineers and our Project Manager, **Jeremie Lukowicz**, who is never more than a call away, 24 hours a day. We urge you to call our clients and ask them about our service. We intend to supply the same service to the Village of Oak Brook.

When a community expends funds, it has committed to spending those funds in the best possible interest of its residents. It is imperative the public believes they are receiving benefits worthy of those expenditures. BLA regularly value engineers our projects as a part of our design process to identify the most cost-effective strategies and ensure the most cost-effective alternative has been found. We understand the importance of staying under budget and always keep the budget in mind when making decisions. We take schedule and budget seriously – *including our own budget*; we believe if a project is behind schedule, it is also likely to be over budget. The best way to control the budget is to keep the project on schedule; *we aggressively look for ways to keep projects on schedule.*

During construction, schedules are often negatively affected because of delays in decision-making on critical issues. While we strive to eliminate these during design, unexpected circumstances can occur. BLA will keep in constant contact with the Village and the contractor to minimize the time taken to resolve issues. This will be accomplished in part through progress meetings and a close handle on the project schedule to prioritize resolution of key issues before work can be delayed. We understand Village staff is busy and their time is valuable. With your prior approval at the onset of a project, when making decisions that do not impact the budget or overall project scope, we will do so without seeking assistance. *For example, for a minor change such as a few additional square feet of driveway, BLA will make the change.*



KEY ELEMENTS

BLA is intimately familiar with the project area and its residents. We designed the watermain project and are currently supervising its construction for this neighborhood. This knowledge allows us to understand the complexities of working here better than almost everyone else. Also, because of our prior experience, we already have topographic survey for much of the subdivision as well as geotechnical analysis. Having this information means we do not need to reobtain it. We can build off this information, reducing the costs incurred by the Village. Using this information we have identified a few key elements for the project.

Residential Access

All the streets are two-lane roads – many are cul-de-sacs. While this allows for traffic to flow at all times, the contractor will still need to use flaggers so residents can enter/exit the subdivision. This is very important when work is occurring along Wood Glen Lane. A significant portion of this road is the **only** access to houses further into the subdivision. While traffic is not excessive, it is busy, *especially during morning and evening commutes*. BLA will be sure to require the contractor to use flaggers during paving operations to keep the contractor and public safe!



Plan-In-Hand Field Review

During the design phase, BLA will conduct a plan-in-hand field review. This review will be conducted by experienced senior staff members such as **Jeremie Lukowicz** [Director of Municipal Services] or **Kerry Field** [Director of Construction Engineering]. Both individuals possess extensive construction experience and have worked closely with various Villages to achieve their objectives successfully. The Project Engineer will also be present during the review to address any concerns/critical issues. The purpose of this review is to identify and assess key elements within the project – including repair areas, patching locations, cracks, driveway discrepancies and grade variations. By closely examining these factors, we can seamlessly integrate design and construction processes, ensuring a smooth execution of the project. During construction, we understand the plans serve as a general guideline; we are prepared to make necessary adjustments to ensure the outcome aligns with the Village's goals.



Additionally, BLA will carefully review all gathered observations and consider any requests from stakeholders. These locations will be evaluated based on Village policies and sound engineering principles to determine their inclusion in the project.

We recognize that unexpected addendums are undesirable for any Village; the most effective way to avoid such issues is through a thorough plan-in-hand field review. This provides the Village and BLA with ample time to discuss any concerns and collaboratively determine the best solutions.

Stakeholder Concerns

Interacting with residents is an integral part of any project. While we, as engineers, recognize the significance of a solid foundation and proper utilities, it is important to acknowledge that most stakeholders prioritize their access to the area and the overall appearance of the project. Even if all the underground work is executed flawlessly, a minor imperfection on the surface or an unsightly lawn can significantly impact stakeholders' perception of the project's success. To achieve long-lasting improvements, BLA places equal emphasis on getting the utilities and subgrade right as well as maintaining an appealing appearance throughout the project. Construction operations often generate unwanted dust which can be a nuisance for residents living near the work site. BLA takes a proactive approach to control and prevent dust production rather than merely addressing it once it becomes a problem.



We incorporate specific dust control measures in our specifications and collaborate closely with contractors to ensure they understand that excessive dust will not be tolerated. Contractors are responsible for eliminating dust production rather than just dealing with its consequences (including stiff fines).

The restoration of parkways is the final step in most projects. While it is often considered a relatively inexpensive aspect of the overall operation, it holds significant importance. A high-quality restoration not only leaves residents with a positive impression but also increases the likelihood of overall satisfaction with the project. To prioritize this critical task, our design engineers incorporate sufficient restoration quantities in all project plans. This ensures that in the event of an additional square yard of restoration being required, the Resident Engineer can readily accommodate such a request.

With BLA already having worked in the subdivision during the installation of the watermain, BLA is already aware of the most needy residents. We will proactively work with them in advance of construction so they are aware of the work and how they will be impacted. We will also provide the Village with regular updates which can be shared with the homeowners associations in the area. This communication typically alleviates much of the residents' concerns and reduces the calls the Village receives.



ADDITIONAL WORK

Traffic Signal and APS

The RFP does not appear to show resurfacing of the entrance road (Wood Glen Lane) to the subdivision. By avoiding this road, the Village is avoiding impacting the detector loops and any potential upgrades to the traffic signal, specifically the ADA improvements.



As such, BLA has not included these costs in our base proposal. We are including an extra service/fee to perform this work. BLA has designed numerous signals and is fully qualified to upgrade both ADA improvements and signal improvements at this intersection.

If the Village wishes to resurface to the intersection, the detector loops will be impacted. As such, BLA will include pay items which allow for the repair of detector loops based on the Village's preferred items. The intersection of York Road and Wood Glen Lane will also require upgrades to its pedestrian facilities. The upgrades will include the addition of ADA compliant sidewalk corners and crosswalks as well as Accessible Pedestrian Signals (APS) at each crossing leg of the intersection. The existing push button locations are either adjacent to grass or an HMA path. Neither of these are ADA compliant nor do they have detectable warnings. The west leg

of the intersection will need to have a crosswalk added which will push back the stop bar approximately 10 feet to the west.

The close proximity of the Salt Creek Greenway Trail to the intersections would give the Village the opportunity to give pedestrian and bicycle connectivity to the intersection by installing a crossing to the signalized intersection. This would require the addition of approximately 45 feet of sidewalk, two more ADA corners and potentially curb/gutter. The other existing traffic signal facilities will remain in place.

SCOPE OF SERVICES

PRELIMINARY AND DESIGN ENGINEERING

Field Evaluation and Topographic Survey

BLA will evaluate all existing pavement conditions prior to designing the project. Based on those results and the report provided, BLA will propose improvements it feels would be the most cost-effective. From there, BLA will obtain the topographic survey necessary to design the project. ***We will work from the existing topographic survey we have from the watermain project and only supplement as necessary.*** Work will include the survey for any necessary ADA improvements, field evaluation of structures (*within the pavement/immediately adjacent to the pavement*) and selection of spot curb/gutter. This survey will supplement the base sheets that are drawn from aerials and the watermain project. We will also approximate property lines from available maps, plats, GIS, etc. The following data points will be collected:

- sidewalk/bike path elevations [for ADA design]
- storm and sanitary manholes [including invert information if necessary for repair/replacement]



Geotechnical Engineering Services and CCDD Documentation

BLA will utilize the geotechnical report from the watermain project and supplement it with additional soils sampling along with our experience from that project to prepare the necessary pay items for excavation. If the contractor determines they need additional sampling to obtain dump approval, that will be the responsibility of the contractor.

Preliminary Design

BLA will develop a proposed preliminary rehabilitation report with a preliminary cost estimate. The report will detail the proposed improvements and anticipated costs. This will be submitted to the Village for approval prior to design continuing. A meeting will be held following the submittal to discuss the proposed improvements and finalize the desired rehabilitation method for each road.

Final Design

Following the preliminary design stage and concurrence on the rehabilitation method, BLA will prepare final design plans. Work for this task will include design plans, specifications and estimates of construction cost. We have budgeted for two submittals [*one prefinal, one final for permitting and construction*]. The project is anticipated to be let locally through the Village using MFT. Coordination through IDOT to obtain approval of the project for use of MFT funds is included.

Plans shall include all necessary information required as listed in the RFP. Plans will be prepared at 1"=20' scale and shall include plan/profile, removal, alignment ties/benchmarks, station/offset

callouts as necessary, rim and top of pipe elevational callouts as necessary, pavement removal/restoration, landscaping removal/restoration and all other necessary information (*title sheet/general note/summary of quantities/village details*). Project QA/QC is included within this task.

Permitting

Based on our understating of the site, we do not anticipate any necessary permitting. BLA has not included hours for a stormwater permit, wetland delineation nor report based on observable site conditions.

Utility Coordination

BLA will contact the JULIE One-Call Design Ticket to obtain current utility facility atlases within and adjacent to the project. These atlases will be cross-checked against the topographic survey and a site visit will be conducted to verify the accuracy of the existing facilities. All utilities will be carefully analyzed for conflicts with the proposed improvements *including final and temporary conditions during construction*. A conflict list and exhibits will be prepared for each utility company, highlighting locations of direct conflicts and 'watch and protect' areas. These documents will be submitted to the utility companies during various stages of the design process to initiate communication and coordinate potential relocations. Submittals are expected at the prefinal and final stages of the design. BLA will also review utility relocation design drawings provided by each utility company as part of this task.

Meetings and Site Visits

BLA has budgeted two meetings between BLA and Oak Brook. BLA also anticipates one separate site visit to verify the design can be constructed and includes the necessary pay items to successfully complete the work and restore the site to a preexisting condition.

Bidding Assistance

BLA will prepare project bid tabs identifying the apparent low bidder and confirm the tabulated numbers as submitted. These bid tabs will also include project bids as submitted by other contractors. In the event BLA or the Village has not previously worked with the apparent low bidder, BLA will contact references prior to recommending an award. If the Village and/or BLA has previously worked with the apparent low bidder and can confirm the quality of work product, we will recommend award.



CONSTRUCTION INSPECTION

BLA will be onsite during construction, attending site and progress meetings as requested by the client. Minutes will be prepared and distributed to all attendees. The engineer/BLA representative will always be present during construction activities, monitoring progress and work quality to ensure compliance with contract documents. BLA will also prepare pay estimates in line with the Village Board meeting schedule for payment approval. We will use SEEEO for quality assurance of concrete and asphalt. Following completion of the work, a set of record drawings will be prepared and provided to the Village.

As the owner's representative, the engineer will provide regular updates regarding the progress and quality of work.

The engineer's role includes ensuring the owner is protected from defects and deficiencies in the work; however, the engineer does not have control, responsibility nor authority over construction means, methods, techniques, sequences, procedures nor safety precautions under the contract for construction. The engineer is not responsible for the contractor's schedules nor any failure to comply with the contract documents. The engineer does not have control or authority over the actions or omissions of the contractor, subcontractors, their agents, employees or any other individuals involved in performing the work.

Following the completion of construction, BLA will prepare record drawings of the improvements to submit to the Village.

ADDITIONAL SERVICES

Traffic Signal Improvements

If the Village desires, BLA will design upgrades to the traffic signal at the intersection of York Road and Wood Glen Lane. Work would include ADA improvements to both the signal and the existing pedestrian infrastructure. BLA would perform a topographic survey of the area to determine exactly what facilities exist. Based on this information, BLA would design improvements to the signal to meet the requirements of an Accessible Pedestrian Signals (APS). This system allows pedestrians with various disabilities to safely cross the street. BLA would also design hardscape improvements to meet ADA requirements. This would include additional sidewalks/bike paths to connect the existing facilities to each other. All this design would be incorporated into the roadway improvement plans and specifications.



PROJECT TEAM

All staff members in the Organization Chart are available to serve the Village of Oak Brook. The personnel shown will be assigned to the project based on the requirements and need for their engineering expertise.

PROJECT MANAGER

Jeremie Lukowicz, P.E., MPA

BLA has extensive experience working with municipal clients to meet their every need; we are proposing Jeremie Lukowicz as the Project Manager in charge of our design team. As both a consultant and municipal employee [Villa Park, Barrington], Jeremie has overseen multiple roadway rehabilitation programs from concept through construction.



RESIDENT ENGINEER

Matthew Crumpton

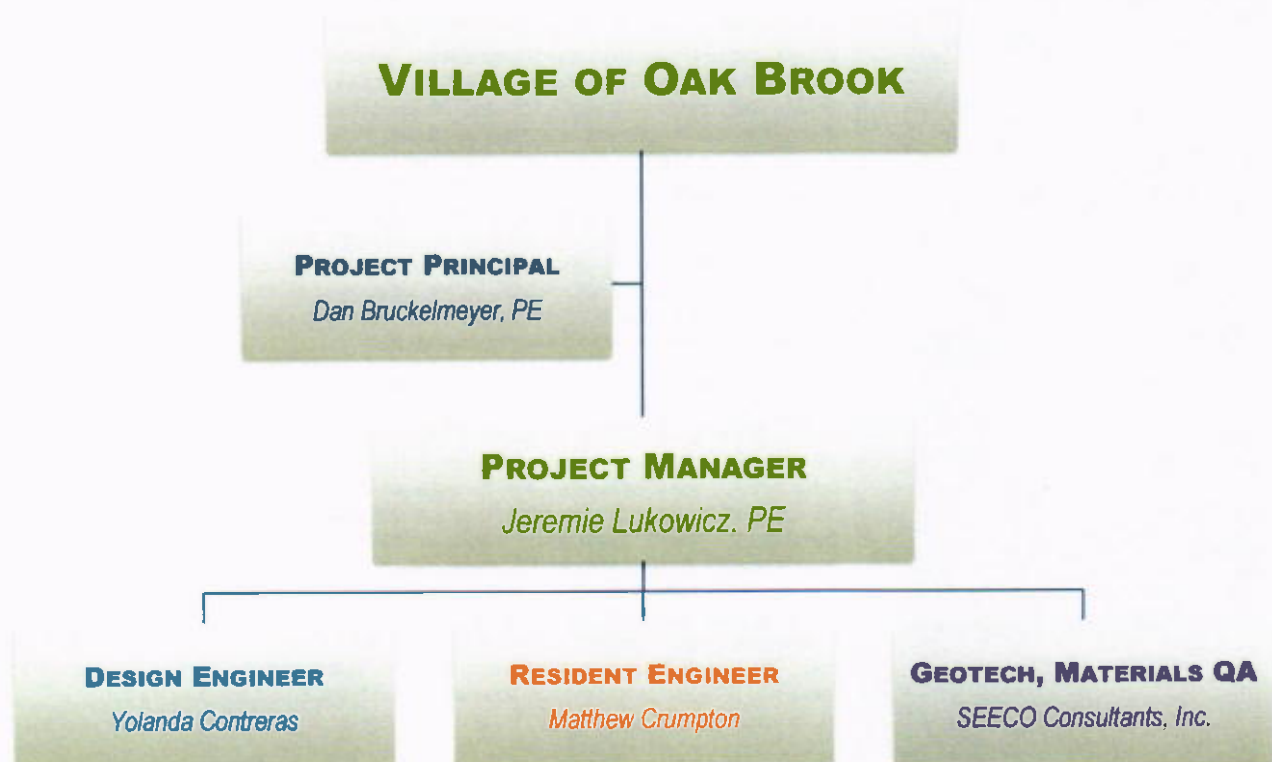
BLA's proposed Resident Engineer is Matthew Crumpton. Matthew is completing the Woodside and Forest Glen watermain project and is aware of Oak Brook policies and procedures. He will continue that practice on the 2026 Streets Improvements. Matthew also has experience as a Resident Engineer on municipal roadway projects for Oak Park.



GEOTECH, MATERIALS QA

SEECO Consultants, Inc.

SEECO will provide geotechnical engineering as well as materials QA during the Phase III portion of the project. We have worked with SEECO for decades and trust in their expertise and field recommendations.





JEREMIE LUKOWICZ, P.E., MPA

DIRECTOR OF MUNICIPAL SERVICES



EDUCATION

Northern Illinois University
M.S. Public Administration, 2018

University of Illinois Urbana-Champaign
B.S. Civil Engineering, 2008

PROFESSIONAL REGISTRATION

Professional Engineer
Illinois: 062-064664, 2012

CERTIFICATIONS

IDOT Soils Testing

PROFESSIONAL SOCIETIES

American Public Works Association (APWA)
Chicago Metro Chapter Officer,
2021-present

APWA Suburban Branch Executive Officer,
2016-19

APWA Chicago Metro Chapter Expo Chair,
2019-present

APWA Southwest Branch Education Chair,
2014

SPECIALIZED TRAINING

NIMS 100, 200, 300, 400, 700, 800
PASER

EXPERIENCE SUMMARY

Experience since 2008 in survey, design and construction for municipal transportation (roadway, alley, sidewalk), watermain, storm collections systems, public and private drainage projects and sanitary collections systems projects. Experience with locally funded, federally funded and State Revolving Fund loans let locally and through IDOT. Design tasks include obtaining permits, construction plan and specification preparation, cost estimates, utility design, public meetings and field verification. Construction tasks include communication with residents, preparing Village staff and board updates, measuring quantities, preparing pay estimates, recording activities in a field book, construction layout and ensuring the contractor meets the standards and specifications.

Jeremie spent seven years in the public sector working directly for municipalities as a Director of Public Works and a Village Engineer. He was responsible for the preparation of budgets (public works and project-specific); oversight of consultants performing Phase I, II and III; management of internal staff; organizing public meetings; communicating with residents; processing bills; and creating agenda board agenda items. He worked closely with Village boards and managers to ensure projects were completed on time and within budget. He assisted in a successful voter referendum and helped to standardize the plans and specifications so all consultant submittals were similar, minimizing review time and improving contractor bids.

REPRESENTATIVE PROJECTS

Project Manager for 83rd Street; Village of Burr Ridge – Managed the \$1.1 million design and construction of 1.5 miles of resurfacing. The project was funded with RBI and MFT money. The road traversed a commercial area and a residential area where speed was a concern. In an effort to reduce speed, a road diet via medians was evaluated but not performed because of budget constraints.

Project Manager for MFT Resurfacing; Village of Bartlett – Oversaw the \$850,000 design and construction of 2.13 miles of roadway resurfacing. Full plans/specs were created so MFT could be used for engineering and construction expenses. The original project included one entire subdivision as well as a collector route. After award, the Village condensed the design phase from three months to one to allow for a change to their reporting cycle. During that one month, the Village also added an additional cul-de-sac to complete the area. All the changes were incorporated without a supplement and the project was completed on time.

Assistant Village Engineer for Hanover Park; Village of Hanover Park – Work included on-site assistance to the Village for engineering and public works tasks. Several general maintenance contracts were designed (including the selection of locations, creating specifications and quantity calculations), bid, awarded (including agenda item preparation) and constructed (including hosting preconstruction meetings, construction observation, quantity calculations and pay estimates). Projects included pavement rejuvenation, striping, crack sealing, seal coating, arterial fence maintenance and sidewalk/curb program. Roadway projects were funded with local, MFT and RBI funds. Several maintenance contracts were switched to joint bids after BLA completed research to document the benefits, including reduced unit prices. Traditional construction observation for street resurfacing was also included where tasks included marking removals, quantity calculations, budget tracking, resident notification/communication and pay request review/processing. When items were ready for Board consideration, agenda items were prepared. In a situation where the apparent low bidder did not comply with the project, references were checked and legal requirements were determined to select the lowest responsible bidder. Trained new staff.

Project Manager for Woodside and Forest Glen Watermain; Village of Oak Brook – Oversaw the \$6.2 million design and construction of the 3.8-mile (3.2 miles open trench, 0.6 miles directional drill) watermain project. BLA installed a 12-inch watermain loop through the subdivision and eight-inch watermain servicing the adjacent streets. All cul-de-sacs were either looped with a double main or connected through side/rear yards to comply with IEPA requirements. 198 water services were replaced and all services were upsized to 1.5 inches to the b-box to allow future expansion/renovations of the single-family residential properties throughout the project. Storm sewers ranging in size from six- to 36-inch were replaced to meet IEPA requirements for a total length of 2,255 feet of pipe. While there were limited impacts to businesses, one business required 24/7 water operation. With their service located within the project limits, BLA coordinated with the business to select a time that was of least impact. They were able to use an emergency reserve tank on their property which provided six hours of water to allow the service to switch from the old main to the new main. The longest directionally drilled watermain was a 12-inch main that went ~1,100 feet. To ensure a frac-out did not occur, pressure relieve holes were dug in strategic locations along the run.



MATTHEW P. CRUMPTON

RESIDENT ENGINEER



EDUCATION

*Southern Illinois University
B.S. Industrial Engineering, 2016*

CERTIFICATIONS

*IDOT Documentation of Contract Quantities
25-23220*

PROFESSIONAL SOCIETIES

CMAA

NSBE

SPECIALIZED TRAINING

CMIT I-IV

NPDES Erosion Control I

OSHA Confined Space Entry

Sig Sigma Green Belt I, II

EXPERIENCE SUMMARY

Experience since 2016 with responsibilities of interpreting and implementing design plans and specifications, ensuring ADA compliance, contract documentation, daily activity diaries, safety inspections and facilitating time and material work. Project experience includes storm sewer, watermain, sanitary sewer, PCC sidewalk with curb/gutter, detector loops, asphalt resurfacing/patching and frame adjustments.

REPRESENTATIVE PROJECTS

Resident Engineer for Woodside and Forest Glen Watermain; Village of Oak Brook – Provided resident engineering services for the \$6.2 million construction of the 3.8-mile (3.2 miles open trench, 0.6 miles directional drill) watermain project. BLA installed a 12-inch watermain loop through the subdivision and eight-inch watermain servicing the adjacent streets. All cul-de-sacs were either looped with a double main or connected through side/rear yards to comply with IEPA requirements. 198 water services were replaced and all services were upsized to 1.5 inches to the b-box to allow future expansion/renovations of the single-family residential properties throughout the project. Storm sewers ranging in size from six- to 36-inch were replaced to meet IEPA requirements for a total length of 2,255 feet of pipe. While there were limited impacts to businesses, one business required 24/7 water operation. With their service located within the project limits, BLA coordinated with the business to select a time that was of least impact. They were able to use an emergency reserve tank on their property which provided six hours of water to allow the service to switch from the old main to the new main. The longest directionally drilled watermain was a 12-inch main that went ~1,100 feet. To ensure a frac-out did not occur, pressure relieve holes were dug in strategic locations along the run.

Construction Engineer for Elgin O'Hare Western Access I-490 Franklin Avenue Interchange [4743]; ISTHA – The \$75 million project included new roadway and bridge construction on I-490, integrated toll technologies, two bridges, concrete paving, HMA paving, ramp construction, retaining walls, mass earthwork, soil remediation and staged construction to accommodate interchange opening before project completion.

PREVIOUS PROFESSIONAL EXPERIENCE

Resident Engineer for Various Sewer and Water Improvements; Village of Oak Park – Work included Linden Avenue [Augusta Street to Thomas Street] sewer and street improvements; South Boulevard [Home Avenue to Kenilworth Avenue] sewer, water and street improvements; Forest Avenue [South Boulevard to North Boulevard] sewer, water and street improvements; Ontario Street [East Avenue to Scoville Avenue] cured-in-place pipe sewer improvements; and Field Park [Division Street to Berkshire Street] cured-in-place pipe sewer improvements. The construction consisted of ~1,300 feet of six-inch through 12-inch watermain replacement, fire hydrants; valves; water service replacements; 2,100 feet of six-inch through 18-inch sewer replacement; HMA surface removal and patching; 2,000 tons of HMA pavement; 600 square yards of PCC pavement; 2,900 feet of curb/gutter replacement; 8,700 square feet of PCC sidewalk replacement; pavement marking; lawn restoration and other miscellaneous items. [B&W]

Resident Engineer for Various Sewer and Water Improvements; Village of Oak Park – Work areas included Augusta Street [Lombard Avenue to Austin Boulevard] and Euclid Avenue [South Boulevard to Lake Street]. The construction consisted of ~2,300 feet of six-inch through 16-inch watermain replacement; fire hydrants; valves; water service replacements; 500 feet of eight-inch through 12-inch sewer replacement; HMA surface removal and patching; 2,300 tons of HMA pavement; 500 square yards of PCC pavement; 1,800 feet of curb/gutter replacement; 6,000 square feet of PCC sidewalk replacement; pavement marking; lawn restoration and other miscellaneous items of work. [B&W]

Inspector for ADA Program [62K83]; IDOT – Program locations were along various state routes in Chicago Heights, Glenwood, Homewood, Lansing and Lynwood. Work consisted of sidewalk replacement, curb/gutter replacement, HMA pavement replacement, driveway replacement, detectable warnings, drainage structure adjustments, pavement markings and all incidental/collateral work to complete the project. [TYLin]

Assistant Resident Engineer/Inspector for 21st and Cermak Large Diameter Sewer Main Rehabilitation [PN7541B]; IDOT – Work consisted of designing, supplying and installing a geopolymer or cured-in-place pipe to structurally rehabilitate existing combined sewers and sewer structures. This included ~4,700 feet of sewer rehabilitation. [TYLin]

REPRESENTATIVE PROJECTS

83RD STREET

VILLAGE OF BURR RIDGE

Dave Preissig [Director of Public Works]

630-654-8181x6000; dpreissig@burr-ridge.gov

→ \$1 MILLION CONSTRUCTION COST

BLA provided design and construction engineering for 83rd Street. The project was funded with MFT and RBI money. BLA coordinated with IDOT to ensure all necessary documents were provided. Besides resurfacing, spot repairs to curb/gutter, sidewalk and ADA improvements were performed. The milling operation impacted the detector loops of a Cook County intersection and the necessary County permit was obtained. [SEECO - geotech, materials QA]



ROADWAY REHABILITATIONS

VILLAGE OF PALATINE

Matt Barry [Director of Public Works]

847-705-5200; mbarry@palatine.il.us

→ \$1.3 MILLION/YEAR CONSTRUCTION COST

BLA continues to provide Palatine roadway design, utility design and construction inspection as part of its annual capital improvement program. The selected roadways use a combination of funding types including capital funds, MFT, STP, Rebuild Illinois and various other grant sources such as CDBG and DCEO.



MFT STREET PROGRAMS

VILLAGE OF BENSENVILLE

Joe Caracci [Director of Public Works]

630-350-3435; jcaracci@bensenville.il.us

→ ~\$1 MILLION/YEAR CONSTRUCTION COST

BLA provided engineering services as part of Bensenville's 2021 and 2022 MFT Roadway and Residential Street Rehabilitation Program. All documents were prepared and let according to current Village and IDOT requirements for use of MFT funding for various locations within the Village. [Rubino - geotech, materials QA]



PROJECT SCHEDULE

DECEMBER 2025

- notice to proceed [December 10]

JANUARY-MARCH 2026

- data collection including survey, geotechnical report, utility atlases [*survey and geotechnical work are weather permitting; poor weather could result in project delays*]
- preliminary design submitted highlighting proposed rehabilitation method and cost
- rehabilitation method meeting [late March]

APRIL

- final engineering
- IDOT submittal [late April]

MAY

- Oak Brook and IDOT review [*current IDOT review is anticipated to last one month; longer reviews could result in project delays*]

JUNE

- project letting [late June]

JULY-NOVEMBER

- contract award/finalization of contracts with contractor [early July]
- construction

COSTS

COST ESTIMATE OF CONSULTANT SERVICES

Item No.	Task	Staff Classifications & Workhours						Total Workhours	% of Workhours	Labor Fee
		Director of Municipal Services	Director of Environmental Services	Design Engineer	Director of Construction	Resident Engineer				
	Billing Rate	\$185	\$160	\$95	\$245	\$125				
DESIGN ENGINEERING										
1	Field Evaluation									
a	Site Visit	16		16				32		
b								0		
c								0		
	Item 1 Subtotal	16	0	16	0	0	0	32	3.5%	\$4,480.00
2	Topographic Study									
a	Survey			12		12		24		
b								0		
c								0		
	Item 2 Subtotal	0	0	12	0	12	0	24	2.6%	\$2,640.00
3	Preliminary Utility Coordination									
a	Preliminary utility coordination			2				2		
b								0		
c								0		
	Item 3 Subtotal	0	0	2	0	0	0	2	0.2%	\$190.00
4	Preliminary Design									
a	Preliminary Design	6		83				89		
b								0		
c								0		
	Item 4 Subtotal	6	0	83	0	0	0	89	9.7%	\$8,995.00
5	Preliminary Design Meetings									
a	Meetings with Staff (2 total)	6		6				12		
b								0		
c								0		
	Item 5 Subtotal	6	0	6	0	0	0	12	1.3%	\$1,680.00
6	Environmental Coordination and Permitting									
a	None Required							0		
b								0		
c								0		
	Item 6 Subtotal	0	0	0	0	0	0	0	0.0%	\$0.00
7	CCDD Documentation									
a	Utilizing Watermain Project							0		
b								0		
c								0		
	Item 7 Subtotal	0	0	0	0	0	0	0	0.0%	\$0.00

8	Geotechnical Report									
a	Utilizing Watermain Project							0		
b								0		
c								0		
Item 8 Subtotal		0	0	0	0	0	0	0	0.0%	\$0.00

9	Estimates of Cost and Time									
a	Cost estimate	4		20				24		
b	Time estimate	2		6				8		
c								0		
Item 9 Subtotal		6	0	26	0	0	0	32	3.5%	\$3,580.00

10	Special Provisions and Bidding Documents									
a	Specs	8		32				40		
b								0		
c								0		
Item 10 Subtotal		8	0	32	0	0	0	40	4.4%	\$4,520.00

11	Contract Plans, Special Provisions and Bidding Documents									
a	Plans	6		83				89		
b								0		
c								0		
Item 11 Subtotal		6	0	83	0	0	0	89	9.7%	\$8,995.00

12	Utility Coordination									
a	Utility coordination			6				6		
b								0		
c								0		
Item 12 Subtotal		0	0	6	0	0	0	6	0.7%	\$570.00

13	QC/QA									
a	QC/QA	16						16		
b								0		
c								0		
Item 13 Subtotal		16	0	0	0	0	0	16	1.7%	\$2,960.00

14	IDOT Coordination									
a	MFT Coordination	8		8				16		
b								0		
c								0		
Item 14 Subtotal		8	0	8	0	0	0	16	1.7%	\$2,240.00

15	Bidding Assistance									
a	Bidding Assistance	1		7				8		
b								0		
c								0		
Item 15 Subtotal		1	0	7	0	0	0	8	0.9%	\$850.00

CONSTRUCTION INSPECTION

1	Pre-Construction Services									
a	Pre-Con and Layout					20		20		
b								0		
c								0		
Item 1 Subtotal		0	0	0	0	20	0	20	2.2%	\$2,500.00

2	Submittal Review									
a	Reviews (Included in Construction Observation)							0		
b								0		
c								0		
Item 2 Subtotal		0	0	0	0	0	0	0	0.0%	\$0.00

3	Construction Observation									
a	Construction Observation				27	423		450		
b	Environmental Review		20					20		
c								0		
Item 3 Subtotal		0	20	0	27	423	0	470	51.3%	\$62,690.00

4	Material Testing/Geotechnical Services									
a	Subconsultant Only							0		
b								0		
c								0		
Item 4 Subtotal		0	0	0	0	0	0	0	0.0%	\$0.00

5	Post-Construction Services									
a	Project closeout/As-Built					60		60		
b								0		
c								0		
Item 5 Subtotal		0	0	0	0	60	0	60	6.6%	\$7,500.00

Project Totals	73	20	281	27	515	0	916	100.00%
% of Workhours:	8%	2%	31%	3%	56%	0%		

Total Labor Fee	\$114,390.00
Total Direct Costs	\$5,195.00
Total Subconsultants	\$8,154.00
TOTAL PROJECT COST	\$127,739.00

ADDITIONAL SERVICES

1	Traffic Signal ADA & APS									
a	ADA and APS Design	22		80				102		
b	Construction Observation				10	80		90		
c								0		
Item 1 Subtotal		22	0	80	10	80	0	192	21.0%	\$24,120.00

Total Additional Services Labor Fee	\$24,120.00
Total Additional Services Direct Costs	\$733.40
Total Additional Services Subconsultants	\$0.00
TOTAL ADDITIONAL SERVICES PROJECT COST	\$24,853.40

GRAND TOTAL (INCLUDING BASE AND ADDITIONAL SERVICES) \$152,593.30

DIRECT COSTS AND SUBCONSULTANT EXPENSES

Item No.	Task	In-House Direct Cost	Subconsultant Cost
DESIGN ENGINEERING			
1	Field Evaluation		
	Vehicle Usage (\$65/day/person)	\$260.00	
	Item 1 Subtotal	\$260.00	\$0.00
2	Topographic Survey		
	Vehicle Usage (\$65/day/person)	\$65.00	
	Item 2 Subtotal	\$65.00	\$0.00
3	Preliminary Utility Coordination		
	Item 3 Subtotal	\$0.00	\$0.00
4	Preliminary Design		
	Prelim Plans (printing, \$0.10/sheet)	\$11.40	
	Item 4 Subtotal	\$11.40	\$0.00
5	Preliminary Design Meeting		
	Vehicle Usage (\$65/day/person)	\$130.00	
	Item 5 Subtotal	\$130.00	\$0.00
6	Environmental Coordination and Permitting		
	Item 6 Subtotal	\$0.00	\$0.00
7	CCDD Documentation		
	SEECO (sub)		\$3,340.00
	Item 7 Subtotal	\$0.00	\$3,340.00
8	Geotechnical Report		
	Utilizing Watermain Project		\$0.00
	Item 8 Subtotal	\$0.00	\$0.00
9	Estimate of Cost and Time		
	Item 9 Subtotal	\$0.00	\$0.00
10	Special Provisions and Bidding Documents		
	Prelim Plans (printing, \$0.10/sheet)	\$30.00	
	Item 10 Subtotal	\$30.00	\$0.00

11	Contract Plans, Special Provisions and Bidding Documents			
	Prelim Plans (printing, \$0.10/sheet)		\$22.80	
	Item 11 Subtotal		\$22.80	\$0.00
12	Utility Coordination			
	Item 12 Subtotal		\$0.00	\$0.00
13	QC/QA			
	Plan/Spec Review (printing, \$0.10/sheet)		\$52.80	
	Item 13 Subtotal		\$52.80	\$0.00
14	IDOT Coordination			
	Item 14 Subtotal		\$0.00	\$0.00
15	Bidding Assistance			
	Vehicle Usage (\$65/day/person)		\$32.50	
	Item 15 Subtotal		\$32.50	\$0.00
CONSTRUCTION INSPECTION				
1	Preconstruction Services			
	Vehicle Usage (\$65/day/person)		\$130.00	
	Item 1 Subtotal		\$130.00	\$0.00
2	Submittal Review			
	Item 2 Subtotal		\$0.00	\$0.00
3	Construction Observation			
	Vehicle Usage (\$65/day/person)		\$4,225.00	
	Plans/Specs (printing, \$0.10/sheet)		\$41.40	
	Item 3 Subtotal		\$4,266.40	\$0.00
4	Material Testing/Geotechnical Services			
	SEECO (sub)			\$4,814.00
	Item 4 Subtotal		\$0.00	\$4,814.00
5	Post-Construction Services			
	Vehicle Usage (\$65/day/person)		\$195.00	
	Item 5 Subtotal		\$195.00	\$0.00
		Total In-House Direct Costs:	\$5,195.90	
		Total Subconsultant Costs:		\$8,154.00
TOTAL IN-HOUSE DIRECT AND SUBCONSULTANT COSTS:			\$13,349.90	
ADDITIONAL SERVICES				
1	Traffic Signal ADA & APS			
	Vehicle Usage (\$65/day/person)		\$715.00	
	Plans/Specs (printing, \$0.10/sheet)		\$18.40	
	Item 1 Subtotal		\$733.40	\$0.00
		Total Additional Services In-House Direct Costs:	\$733.40	
		Total Additional Services Subconsultant Costs:		\$0.00
TOTAL ADDITIONAL SERVICES IN-HOUSE DIRECT AND SUBCONSULTANT COSTS:			\$733.40	

CONSULTING
ENGINEERS



BLA, Inc.

OFFICE LOCATIONS

Corporate Office

333 Pierce Road
Suite 200
Itasca, Illinois 60143
630-438-6400
630-438-6444 Fax

Indianapolis Office

8720 Castle Creek Parkway
Suite 329
Indianapolis, Indiana 46250
317-842-4500
317-842-4506 Fax

BLA-INC.COM

ATTACHMENT B

INSURANCE REQUIREMENTS

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

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

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

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

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

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

- D. General Liability and Automobile Liability Coverage -

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

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

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

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

Each Insured shall furnish the Village with certificates of insurance and with original endorsements 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.

RFP Issue Date 1/30/2025
 Questions Due 2/6/2025
 Answers Issued 2/10/2025
 Go/No-Go Due 2/12/2025
 Proposal Due 2/19/2025

Consultants	Questions?	Go?
B&W	No	No
BLA	No	Yes
CBBEL	No	
Civiltech	No	No
ERA	No	No
GHA		
Primera		
Strand	No	
Thomas		
Trotter		

Proposal Received?
Yes
No
No

Differentiators		BLA	Trotter	Strand (w/ ADA and CCDD)
Price		\$ 127,739.00	\$ 129,516.00	\$ 134,243.40
Additional optional cost		\$ 24,853.40		\$ 17,116.90
DC		\$ 5,195.90	\$ -	\$ 8,757.10
Subs		\$ 8,154.00	\$ 16,000.00	\$ 8,376.20
Hours per item	1 field eval	32	20	22
	2 topo survey	24	22	0
	3 prelim util	2		6
	4 prelim design	89	81	46
	5 meetings	12	4	11
	6 env permit	0	2	2
	7 CCDD	0	7	0
	8 geotech	0		0
	9 est cost time	32	23	9
	10 specs and bid docs	40	25	32
	11 contract plans specs bid c	89	57	42
	12 util	6	3	11
	13 qcqa	16	7	22
	14 IDOT	16	3	6
	15 bid assist	8	19	18
	<i>Design Total</i>	<i>366</i>	<i>273</i>	
	1 precon	20	7	27
	2 submittal rev	0	10	19
	3 con observ (9*50=450)	470	450	487
	4 mat test	0	0	2
	5 post con	60	14	24
	<i>Construction Total</i>	<i>550</i>	<i>481</i>	<i>559</i>
	total hours	916	754	786
average loaded rate	(no DC/sub)	\$ 124.88	\$ 150.55	\$ 149.00
Understanding/ Approach		y	y	y
Staff Experience		y	y	y
Company Experience		y	y	y
Subs		y	y	y
2026 budget	\$ 326,000.00	y	y	y
schedule	done by Nov 26	y	y	y
proposal req	cover 2	y	y	y
	U/A 5	y		y
Scope		did include ada, ccdd	did include ada ccdd	ada and ccdd are add on

personel/org 3	y	y
3 rep project 1	y	y
schedule 1	y	y
cost total	y	y
DC/Sub cost	y	y
sub qual/fee	fee, no qual	y
	do not include	include additional
	additional for	for ADA survey and
	"ada and signals"	design and
	at York	geotech/ccdd per
additional/removed		
Q for consultant		
Recommendation		

B&W	Thomas	GHA
\$ 140,979.00	\$ 166,216.39	\$ 217,500.00
\$ 5,166.00	\$ 7,500.00	\$ 5,600.00
\$ 5,158.00	\$ 13,000.00	\$ 6,500.00
16	20	14
17	64	42
4	6	38
76	124	28
10	6	20
3	6	30
18	1	0
49	1	0
18	18	22
28	56	52
24	116	96
10	12	34
10	8	46
10	20	42
16	12	52
309	470	516
14	26	46
22	16	32
458	525	500
0	1	0
44	32	58
538	600	636
847	1070	1152
\$ 154.26	\$ 136.18	\$ 178.30

y	y	y
y	y	y
y	y	y
y	y	y
y	y	y
y	y	y
y	y	
y	y	y
did include ada design, ccdd	did include ada ccdd	did include ada, semi-include ccdd

y	y	y
y	y	y
y	y	y
y	y	y
y	y	y
fee, no qual	y	y



ITEM 9.A.5.

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

AGENDA ITEM

Board of Trustees Regular Meeting
of
December 9, 2025

SUBJECT: Award of Professional Engineering Services Agreement - Saddle Brook Water Main, Storm Sewer, and Roadway Improvement Project.

FROM: Tim O'Malley, Public Works Director

BUDGET SOURCE/BUDGET IMPACT: \$802,500 is included in the 2026 Budget, \$712,500 from 451-76200 (Engineering Svcs /Water Operations), and \$90,000 from 462-76200 (Storm Water).

RECOMMENDED MOTION: I move that the Village Board approve Resolution R-2328, a resolution approving a professional engineering services agreement to Civiltech Engineering, Inc. for the Saddle Brook Watermain, Storm Sewer, and Roadways for \$625,163.83.

Background/History:

The Village of Oak Brook requested proposals from its shortlist of pre-qualified engineering firms to provide Design and Construction Engineering services for the replacement of water mains, storm sewers, and street rehabilitation in the Saddle Brook Subdivision.

The project includes the installation of approximately 5,000 feet of 8-inch water main, 11,000 feet of 10-inch water main, 9,000 feet of 12-inch water main, 200 feet of 8-inch water main lining, 3,000 feet of 12-inch water main lining, 2,500 feet of 16-inch water main lining, 90 fire hydrants, 70 valve vaults, and service to 325 homes. All water service lines will be replaced up to the b-box, with new b-boxes provided.

In addition to the water main improvements, approximately 830 feet of storm sewer will be installed near White Oak Lane.

The plan also includes the rehabilitation of approximately 4 miles of pavement within the Saddle Brook Subdivision. This will be bid as a separate construction contract, scheduled for the year following the completion of the water main and storm sewer installation. This project is slated for completion in 2028.

The engineering phases of the project are expected to be funded with local funds, while the construction contract for pavement rehabilitation may be financed with Motor Fuel Tax (MFT) funds. Therefore the

project must comply with all relevant standards, including those set by the Village, IDOT, IEPA, AWWA, and DuPage County. The list of roadways anticipated to be included is as follows:

- 38th Street
- Blue Grass Court
- Bridle Path Circle
- Carriage Court
- Derby Court
- Fairview Avenue
- Forest Mews Drive
- Hambletonian Drive
- Ridgewood Court
- Saddle Brook Drive
- Steeple Ridge Court
- Suffolk Lane

Staff posted the Saddle Brook Water Main, Storm Sewer, and Roadways Project RFP on the Village's e-procurement site on Friday, October 24, 2025. Eight (8) vendors downloaded the request package. Five (5) proposals were received on Monday, November 17, 2025.

The proposed fees are:

		Civiltech Engineering	Thomas Engineering	BLA, Inc.	Trotter & Associates	Baxter & Woodman
		\$625,163.83	\$664,695.20	\$704,723.00	\$882,142.00	\$980,145.00

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

Recommendation:

Staff recommends the Village Board approve Resolution R-2328, a resolution approving a professional engineering services agreement to Civiltech Engineering, Inc. for the Saddle Brook Watermain, Storm Sewer, and Roadways for \$625,163.83.

Attachments:

1. Resolution # R-2328 - Saddle Brook Water Main, Storm Sewer and Roadway Improvement Project.
2. Civiltech Contract & Proposal
3. Saddle Brook Bid Tab with Sub consultant numbers

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

RESOLUTION

NUMBER 2025-PW-SADDLEBROOK-IMPV-CNTRCT-R-2328

A RESOLUTION
AWARDING A PROFESSIONAL ENGINEERING SERVICES
AGREEMENT TO CIVILTECH ENGINEERING, INC., OF
ITASCA, ILLINOIS FOR THE SADDLEBROOK WATERMAIN,
STORM SEWER AND ROADWAY IMPROVEMENTS PROJECT

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

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

Village Board

Published in pamphlet form by authority of the
President and the Board of Trustees of the Village of Oak Brook
on this 9th day of December 2025

RESOLUTION NO. 2025-PW-SADDLEBROOK-IMPV-CNTRCT-R-2328

A RESOLUTION
AWARDING A PROFESSIONAL ENGINEERING SERVICES AGREEMENT TO CIVILTECH
ENGINEERING, INC., OF ITASCA, ILLINOIS FOR THE SADDLEBROOK WATERMAIN,
STORM SEWER AND ROADWAY IMPROVEMENTS PROJECT

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

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

WHEREAS, on October 24, 2025, Staff posted a request for proposals for engineering services related to the Saddlebrook Watermain, Storm Sewer And Roadway Improvements Project (the "Services") on the Village's e-procurement site, and whereby five proposals were received and opened on November 17, 2025;

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

WHEREAS, Staff has determined that Civiltech Engineering, Inc., of Itasca, Illinois, (the "Company") had submitted the proposal in the amount of \$625,163.83 and providing the best overall value to the Village for the Services desired, as further detailed in the Contract Between The Village of Oak Brook and Civiltech Engineering, Inc. For Professional Design And Construction Engineering Services For The Saddlebrook Watermain, Storm Sewer And Roadway Improvements Project (the "Agreement") attached hereto and incorporated herein as Exhibit A;

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

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

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

Section One – Recitals

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

Section Two – Award of Contract

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

Section Three – Authorization and Direction

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

Section Four - Other Actions Authorized

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

Section Five - Authorization of Expenditures

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

Section Six - Acts of Village Officials

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

Section Seven – Effective Date

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

Section Eight - Publication

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

Section Nine – Conflict Clause

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

Section Ten – Saving Clause

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

Section Eleven – Recording

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

PASSED THIS 9th day of December 2025.

Ayes: _____

Nays: _____

Absent: _____

APPROVED THIS 9th day of December 2025.

LAURENCE E. HERMAN,
Village President

ATTEST:

NETASHA SCARPINITI,
Village Clerk

EXHIBIT A

[Agreement]



REVIEW OF CONTRACTS

Awarding Agency:

VOB

Type of Contract:

Eng. Svcs.

Department:

P.W.

Program/Account Number:

451-76200 & 462-76200

Awarded Contract Price:

\$625,163.83

Budgeted Amount:

\$802,500.00

CONTRACT AMOUNT

☐

Under \$20,000

☒

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

☐

\$20,000 - \$500,000

☐

Over \$1,000,000

NOTES

Design and Construction Engineering Services
for the Saddlebrook Watermain, Storm
Sewer, and Roadway Improvements Project

DEPARTMENT DIRECTOR SIGNATURE

Name:

Pamela O'Malley

Date:

11/25/25

INITIAL REVIEWING ATTORNEY SIGNATURE

Name:

ml [signature]

Date:

12/1/25

APPROVED BY VILLAGE MANAGER

Name:

Date:

FINAL REVIEW AS TO FORM ATTORNEY SIGNATURE

Name:

ml [signature]

Date:

12/1/25

☐

Three (3) Originals signed by other party

Date/Initials _____

☐

Original provided to staff member for other party

Date/Initials _____

☐

Original provided to Official Files

Date/Initials _____

**CONTRACT BETWEEN
THE VILLAGE OF OAK BROOK AND CIVILTECH ENGINEERING, INC.
FOR PROFESSIONAL DESIGN AND CONSTRUCTION ENGINEERING
SERVICES FOR THE SADDLEBROOK WATERMAIN, STORM SEWER AND
ROADWAY IMPROVEMENTS PROJECT**

In consideration of the agreements set forth below, the **Village of Oak Brook, Illinois**, 1200 Oak Brook Road, Oak Brook, Illinois 60523, a unit of local government created and existing under the laws of the State of Illinois (the "Owner" or "Village"), and **Civiltech Engineering, Inc.**, Two Pierce Place, Suite 1400, Itasca, Illinois 60143, an engineering firm (the "Consultant"), make this Contract as of _____, 2025, and hereby agree as follows:

**ARTICLE I
THE SERVICES**

1.1 Performance of the Services

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

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

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

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

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

1.2 Completion Date

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

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

1.3 Required Submittals

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

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

1.4 Review and Incorporation of Contract Provisions

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

1.5 Financial and Technical Ability to Perform

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

1.6 Time

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

1.7 Consultant's Personnel and Sub-Consultants

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

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

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

1.8 Owner's Responsibilities

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

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

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

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

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

ARTICLE II

CHANGES AND DELAYS

2.1 Changes

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

2.2 Delays

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

2.3 No Constructive Service Change Orders

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

ARTICLE III

CONSULTANTS RESPONSIBILITY FOR DEFECTIVE SERVICES

3.1 Representation of Compliance

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

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

3.2 Corrections

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

3.3 Risk of Loss

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

ARTICLE IV

INSURANCE; INDEMNIFICATION

4.1 Insurance

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

4.2 Indemnification

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

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

ARTICLE V

PAYMENT

5.1 Contract Price

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

5.2 Taxes, Benefits and Royalties

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

5.3 Progress Payments

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

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

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

5.4 Final Acceptance and Final Payment

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

5.5 Deductions

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

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

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

5.6 Accounting

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

ARTICLE VI

REMEDIES

6.1 Owner's Remedies

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

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

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

6.2 Consultant's Remedy

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

6.3 Terminations and Suspensions by Owner Deemed for Convenience

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

ARTICLE VII

LEGAL RELATIONSHIPS AND REQUIREMENTS

7.1 Binding Effect

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

7.2 Relationship of the Parties

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

7.3 No Collusion

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

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

7.4 Assignment

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

7.5 Confidential Information

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

7.6 No Waiver

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

7.7 No Third-Party Beneficiaries

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

7.8 Notices

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

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

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

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

Civiltech Engineering, Inc.
Two Pierce Place, Suite 1400
Itasca, Illinois 60143
Attention: Jon Vana, P.E., Senior Project Manager

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

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

7.9 Governing Laws

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

7.10 Changes in Laws

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

7.11 Compliance with Laws and Grants

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

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

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

7.12 Ownership of Documents

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

7.13 Time

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

7.14 Severability

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

7.15 Entire Agreement

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

7.16 Amendments

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

7.17 Attachments

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

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

VILLAGE OF OAK BROOK

By:

Greg Summers
Village Manager

Attest:

By:

Netasha Scarpiniti
Village Clerk

CIVILTECH ENGINEERING, INC.

By: _____
Name: _____
Title: _____

Attest:
By: _____
Name: _____
Title: _____

ATTACHMENT A

**PROPOSAL SUBMITTED BY CIVILTECH ENGINEERING, INC. DATED
NOVEMBER 17, 2025**



Village of Oak Brook
Procurement
Rania Serences, Purchasing & Budgeting Coordinator
1200 Oak Brook Road, Oak Brook, IL 60523

[CIVILTECH ENGINEERING, INC.] RESPONSE DOCUMENT REPORT

RFB No. TBD

SADDLEBROOK WATERMAIN, STORM SEWER, AND ROADWAY IMPROVEMENTS

RESPONSE DEADLINE: November 17, 2025 at 3:00 pm

Report Generated: Thursday, November 20, 2025

Civiltech Engineering, Inc. Response

CONTACT INFORMATION

Company:

Civiltech Engineering, Inc.

Email:

marketing@civiltechinc.com

Contact:

Stephanie Moran

Address:

Two Pierce Place
Suite 1400
Itasca, IL 60143

Phone:

N/A

Website:

<https://civiltechinc.com/>

Submission Date:

Nov 17, 2025 12:55 PM (Central Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Proposal Authorization*

I certify that I have read, understood and agree to the terms in this solicitation, and that I am authorized to submit this response on behalf of my company.*

Confirmed

2. Submittal Requirements*

The following items are requested as part of this RFP. Maximum numbers of pages are listed in parentheses. If used, cover pages and dividers do not count against page limits.

- Cover Letter (2 pages)
- Project Understanding and Approach (5 pages)
- Scope of Services (as listed in Section I.C. above)
- List of Key Personnel and Roles and Project Organization Chart (3 pages)
- List of three representative projects with contact names (1 page)
- Project Schedule with Milestones (1 page)
- Cost Estimate of Consultant Services (using format provided in Attachment 4)
 - o Consultant shall, at a minimum, include each scope item listed above in their CECS table, but is encouraged to provide sub tasks as needed. This table should also clearly identify any additions or deletions as noted in the first paragraph of Section I.C above.
- Direct Costs and Subconsultant Expenses Table (using format provided in Attachment 4)
- If necessary, Subconsultant Qualifications, Scopes, Personnel, CECS, etc. to be included in appendices.

Confirmed

3. Anticipated Timeline*

Anticipated RFP Timeline:

- ☐ RFP Released Friday, October 24, 2025
- ☐ Questions Due Friday, October 31, 2025, 3:00 P.M.
- ☐ Issuance of Responses to Questions Tuesday, November 4, 2025, 3:00 P.M.
- ☐ Proposal Due Monday, November 17, 2025, 3:00 P.M.
- ☐ Staff Selection/Start Contract Negotiation Wednesday, November 19, 2025
- ☐ Draft Board Recommend/Agenda Packet Wednesday, November 26, 2025
- ☐ Final Board Recommend/Agenda Packet Due Wednesday, December 3, 2025
- ☐ Board Approval Tuesday, December 9, 2025
- ☐ Verbal Notice to Proceed Wednesday, December 10, 2025
- ☐ Contract Signatures Finalized by Tuesday, December 16, 2025

Confirmed

4. Upload of Completed Proposal*

Please upload the completed proposal here

2025.11.17_Saddlebrook_Watermain,_Storm_Sewer,_and_Roadway_Improvements_Civiltech.pdf

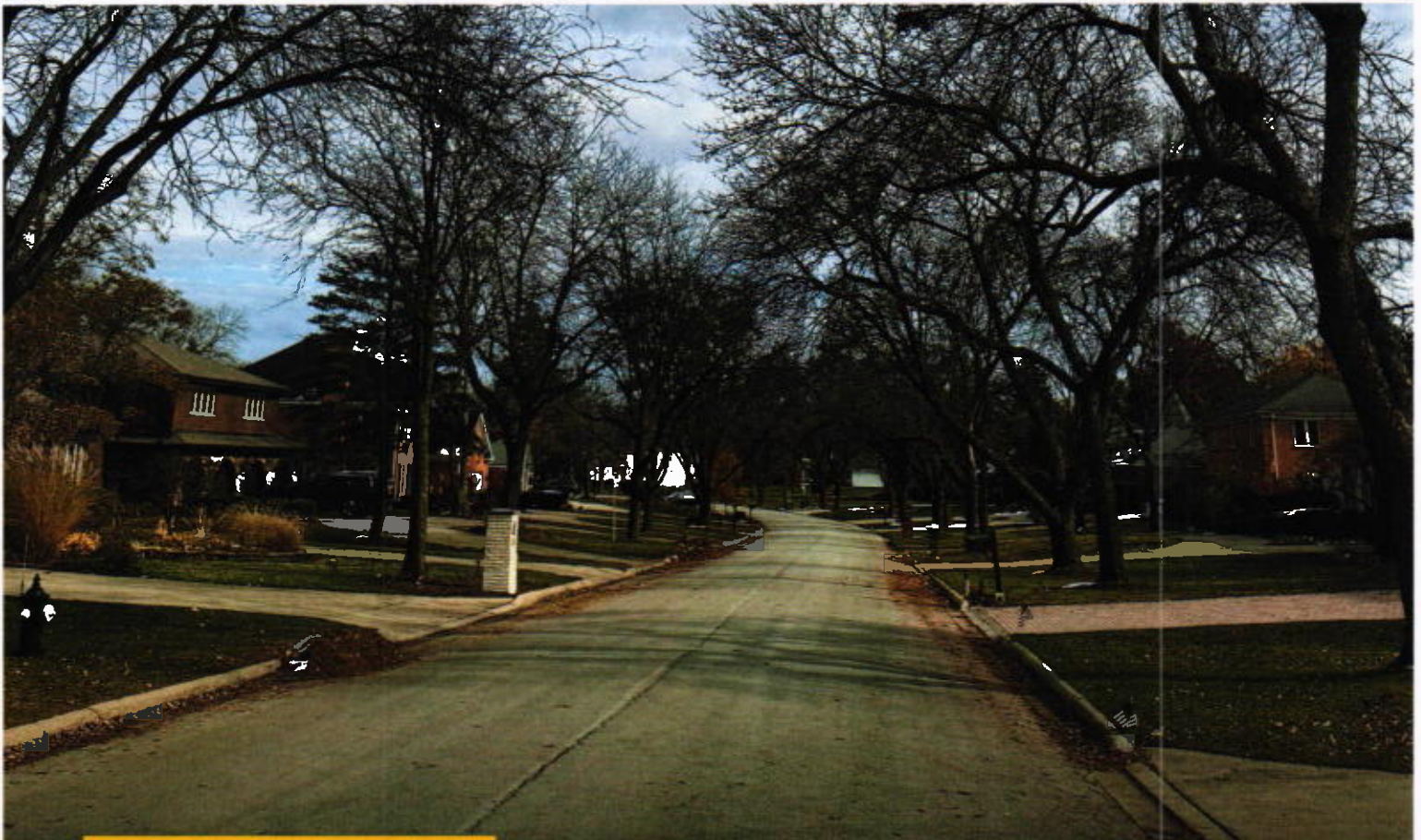
PRICE TABLES

Line Item	Description	Unit of Measure	Unit Cost
1	TOTAL NOT TO EXCEED FEE	DOLLARS (\$)	\$575,275.88



PROPOSAL FOR PROFESSIONAL CONSULTING ENGINEERING SERVICES

Saddlebrook Watermain, Storm Sewer, and Roadway Improvements



Village of Oak Brook

November 17, 2025





SECTION 1

Cover Letter

Project Understanding and Approach

Key Personnel

Representative Projects

Project Schedule

Cost Estimate of Consultant Services

Direct Costs and Subconsultant Expenses Table

Subconsultant Qualifications

Attachments



Date

November 17, 2025

To

Mr. Tim O'Malley
Public Works Director
Village of Oak Brook Public Works
3003 Jorie Boulevard
Oak Brook, IL 60523
obpw-proposals@oak-brook.org

Re

Request for Proposals
Saddle Brook Watermain, Storm Sewer,
and Roadway Improvements

Civiltech Engineering, Inc.



www.civiltechinc.com



630.773.3900



Itasca

Two Pierce Place, Suite 1400
Itasca, IL 60143

Chicago

30 N LaSalle Street, Suite 3220
Chicago, IL 60602

Milwaukee

330 E. Kilbourn Avenue
Suite 1215, Tower One
Milwaukee, WI 53202

Follow us on social media.



Dear Mr. O'Malley:

Civiltech Engineering, Inc. is very interested in providing Professional Engineering Services to assist Oak Brook with the Design and Construction Engineering for **Saddle Brook Watermain and Street improvements**. This is a large project that is at the core of our experience, expertise, and services. We have worked with many of our municipal clients to plan, design, and build similar projects. We are very experienced in designing and working in neighborhood settings and understand the sensitivity that needs to be given to the inconvenience and impacts to the residents. We are excited about the chance to apply our knowledge and serve the Village.

The Civiltech team will work as an extension of the Village's Public Works Department. By choosing Civiltech, the Village will have a partner that brings the following strengths:

- **Previous relevant experience** in the planning and implementation of similar water main replacement and lining and local street improvement programs in several other Chicagoland area municipalities.
- **A strong in-house team of professionals** to provide all the necessary project services that will be forefront in this assignment. The team is supported by a large multi-discipline staff ready to consult if unique situations arise.
- **A design and construction team that collaborate effectively** to ensure efficient and complete designs. We will engage our construction engineering team to ensure constructability and to participate in field evaluations, cost estimating and scheduling considerations.

Our design team will be led by Senior Project Manager, **Jon Vana, P.E.**, and Senior Project Engineer, **Petro Kravets, P.E.** Jon and Petro specialize in water main and local street design and have an inherent knowledge of the Village through experience gained working on our Village Engineering services contract with Oak Brook. Our team is also very fortunate to be able to assign **Joey Abramson, P.E., CFM** as the Lead Drainage and Permitting Engineer. Joey is very familiar with DuPage County Permitting requirements having worked on several recent DuPage County Stormwater Permitting projects.

During Construction, Civiltech will provide all the proven expertise needed using a cost-effective staffing approach / Team who possess years of knowledge. This will bring Oak Brook the very best talent in an extremely efficient manner, using a Team who have repeatedly proven themselves. **Max Pacini**, is the key player in this incredibly skilled CE Team model. Max will be the on-site Resident Engineer responsible for the work as it progresses while also guiding the project through the complex watermain and roadway requirements. He will ensure that all items are fully inspected and correctly built. He will do so with our Team of Field Engineers / Inspectors, who can be shared across projects whenever needed. **Art Politowicz, P.G.** will be the Quality Assurance Resident Engineer. Art has over twenty-five years of construction engineering experience, and he will be available to guide the project through its challenges as well as IEPA documentation requirements.

Our team includes **Midland Standard Engineering and Testing (MSET)** who will provide geotechnical services including pavement coring, borings, C.C.D.D and quality assurance material testing to support the project team. **Gewalt Hamilton Associates** will provide surveying services, and we have worked with them on many projects and continue to use them based on their great past performance.



Project Fee Summary

Design Engineering:	\$310,388.70
<u>Construction Engineering:</u>	<u>\$264,887.08</u>
Total:	\$575,275.88

I will serve as your primary contact regarding this proposal. Please call or email if you have any questions regarding our qualifications or to discuss any aspect of the project. I can be reached at 630.735.3382 or by email at JVana@civiltechinc.com.

Thank you for the opportunity to submit our proposal. I hope this letter and our proposal captures our excitement and interest in this project. We look forward to continuing our relationship with Oak Brook by providing outstanding engineering services for the Village's Saddle Brook project.

Very truly yours,

A handwritten signature in black ink, appearing to read "J. R. Vana", is written over a horizontal line.

Jonathan R. Vana, P.E.

Director of Design Services | President

CIVILTECH ENGINEERING, INC.



Proposal for Professional Consulting Engineering Services

Saddlebrook Watermain, Storm Sewer, and Roadway Improvements

Village of Oak Brook

SECTION 2

Cover Letter

Project Understanding and Approach

Key Personnel

Representative Projects

Project Schedule

Cost Estimate of Consultant Services

Direct Costs and Subconsultant Expenses Table

Subconsultant Qualifications

Attachments



PROJECT UNDERSTANDING

Our understanding of the Saddle Brook Watermain, Storm Sewer and Roadway Improvement project is based on the information provided in the Villages RFP as well as an initial site visit. The project will involve the design of new watermain, watermain lining, storm sewer and pavement resurfacing. Included with the watermain improvements will be new water valves, services and b-boxes as well as fire hydrants. We will work closely with the Village's Public Works team to establish preferred alignments and staging of the construction. We will also gain an understanding of the system to ensure that the proper pay items are included in the contract for connections to the existing system to remain. Valving strategies and fire hydrant locations will be agreed on with the Village before proceeding with final design efforts. Civiltech will secure IEPA permits for this work in time to include in the project bidding documents.

This watermain contract will be let separately in 2027 and in advance of the street resurfacing contract that will follow in 2028. Based on the size of this watermain contract, a target letting later in 2026 will be ideal for construction in 2027 and part of 2028. The street resurfacing contract will be let late in 2027 for construction in 2028. Please reference the project schedule included with our proposal. Recognizing that there will be an overlap with the end of the watermain contract and the beginning of the street resurfacing contract, we will need to include the appropriate scheduling requirements in the contract documents to avoid conflicts between the contracts.

Watermain Lining will be along Meyers Road which is under the jurisdiction of DuPage County. Based on the RFP, the following lengths of watermain are to be lined:

8" Watermain Lining	12" Watermain Lining	16" Watermain Lining
- 200 FT	- 3,000 FT	- 2,500 FT

With Meyers Road being under the jurisdiction of **DuPage County**, any work in the County right-of-way will be processed as a **County Highway permit**. This permit will need to be in place prior to letting, and our Phase II designers are very experienced with DuPage County requirements. We have established relationships with those that will review the project as part of their permit process. This will be valuable in tracking and obtaining the permit from the County.





Proposal for Professional Consulting Engineering Services

Saddlebrook Watermain, Storm Sewer, and Roadway Improvements

Village of Oak Brook

Watermain replacement will be along several roadways within the Saddle Brook neighborhood involving 325 houses served. Based on the RFP, the following lengths of watermain are to be replaced:

8" Watermain
– 5,000 FT

10" Watermain
– 11,000 FT

12" Watermain
– 9,000 FT

Streets in the neighborhood that will include the watermain work as well as street resurfacing include:

38th Street
Derby Court
Ridgewood Court

Blue Grass Court
Fairview Avenue
Saddle Brook Drive

Bridle Path Circle
Forest Mews Drive
Steeple Ridge Court

Carriage Court
Hambletonian Drive
Suffolk Lane

Brougham Lane
Red Stable Lane



The street resurfacing contract will also include application of GSB to recently resurfaced streets.

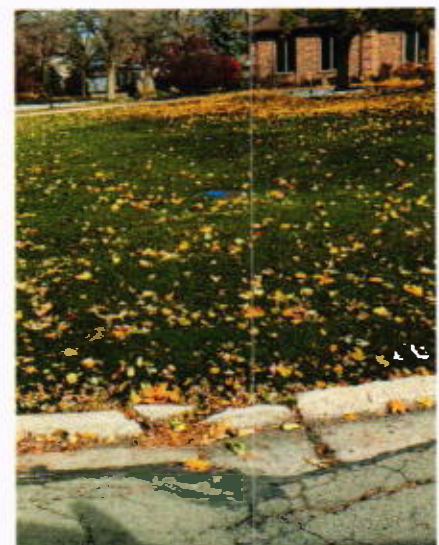
There are minimal curb ramps because the neighborhood does not have sidewalk, however there are bike path crossings at several locations that will need to be constructed in compliance with ADA / PROWAG. Based on our field observations, these path intersection with the neighborhood roadways are generally flat and can be addressed in the contract plans with standard details and notes.

The streets to be resurfaced will also include intermittent curb and gutter removal and replacement and pavement patching. Civiltech's design team will partner with our construction team to perform these field inspections together to ensure continuity of knowledge between the design and construction phases.

Also included in the project will be the installation of approximately 830 feet of storm sewer along Meyers Road from an existing pond just south of White Oak Lane to the north side of 31st Street. The existing 15-inch storm sewer along the west side of Meyer Road, behind the existing curb will be replaced with a larger 24-inch storm sewer. It is anticipated that the new storm sewer would be along the same alignment and pavement work on Meyers will not be required. A new control structure, with an orifice and internal overflow weir, for the existing detention pond located just south of White Oak Lane will also be required. Maintenance of traffic as well as pavement patching will be required to install the new storm sewer across 31st Street to connect to an existing mainline storm sewer. Both Meyers Road and 31st Street are under the jurisdiction of DuPage County and therefore the new storm sewer installation will be in DuPage County right-of-way and further coordination as well as a permit will be required.

Midland Standard Engineering and Testing will perform pavement cores and borings required for the design and contract document preparation. They will also analyze field samples for purposes of C.C.D.D. compliance and material disposal requirements.

Our approach to topographic and underground utility data collection needed for the design and plan preparation will involve a combination of drone technology and field measurements. Civiltech will collect topographic data and high quality aerial imagery for use in developing plan base sheets. **Gewalt Hamilton Associates** will perform field surveys to collect underground utility information needed for the watermain design and permitting.





Proposal for Professional Consulting Engineering Services
Saddlebrook Watermain, Storm Sewer, and Roadway Improvements
Village of Oak Brook



The roadways are lined with many **mature trees**, and loss of these trees would have a detrimental effect on the corridor and neighborhoods. Tree canopy trimming and tree protection will be important elements of the construction documents. Our designers will maintain an awareness of tree impacts with the placement of the new water. Some tree impacts may be unavoidable depending on where water services fall in relation to the trees.



Utility coordination will be a key element of the project success with the watermain work being proposed as part of these projects. Accurate identification of existing utilities, both public and private, is the first key step in the utility coordination process. Our goal will be to define potential conflicts up front in the design process so that coordination and design of utility relocations can begin. We have had great success in our utility coordination over the past several years. This coordination starts with performing a J.U.L.I.E. Design Stage utility locate request and requesting atlases from identified utility companies at the beginning of the project. Once preliminary plans have been prepared, we will send those plans directly to the utility companies. The key to this coordination will be holding periodic utility coordination meetings, starting early in the design stage. Having these meetings helps to hold each company accountable for confirming the accuracy of the utility information shown on the plans and making progress in identifying conflict locations and designing relocation plans when needed. The goal of the coordination is that all relocation work can be completed prior to the start of construction.

Project Quality and Budget Controls

Our designers recognize the importance to design to our client's budgets, and we maintain a constant awareness of the status of project costs from the beginning to end of every project. Agencies are tasked with completing projects with limited funding, and scope changes that could potentially increase project costs will always be recognized and immediately communicated with the Village.

We propose to complete quantity calculations and an engineer's estimate of cost at all project milestones to develop accurate estimates throughout the project design development. All estimating will be completed in accordance with our Quality Control/Quality Assurance Plan. Reviews will include input from our construction engineering staff to ensure that pay item identification is complete and comprehensive. This will result in high quality and accurate project budget management.



All work will be completed in accordance with Civiltech's Quality Control/Quality Assurance Plan. A key component of that plan includes reviews from our construction engineering staff to ensure that the plans are constructible and that all necessary pay items have been identified. This review will result in a high quality, accurate set of contract documents.



PHASE III CONSTRUCTION ENGINEERING SERVICES

Civiltech is fortunate to have over 25 experienced Resident Engineers on our staff. We are showcasing a few members of our team who best represent our years of experience in guiding projects that include the same critical elements as the Saddlebrook Watermain, Storm Sewer, and Roadway Improvements through the complex and challenging construction phase. We chose these individuals because of their ability to work closely with our respective client staff, who become reliable extensions of staff to administer construction projects in strict accordance with our clients' policies and procedures. Our Resident Engineers always provide their cell phone numbers to facilitate immediate contact and answers for the residents and businesses. This comprehensive approach has produced excellent results on all our construction engineering projects. Our personal contact approach to project information distribution and coordination keeps residents, businesses, and involved parties well informed, making them true stakeholders in the improvement.

Collaboration:

Our Resident Engineer will be integrated into the Phase II team, providing constructability reviews and patching surveys as part of the design process. This approach brings many benefits, such as:

- Well-coordinated transition between Phase II and Phase III
- Full team awareness of budget and cost estimates for carefully maintained cost control
- Expedited response and resolution to construction issues

Communication

We will coordinate all project issues with the involved parties and relate them back to our clients for their information or approval. We understand that close communication with Oak Brook and the affected residents. Our goal will be to preempt any calls to the Village regarding the project, since we would have already been in contact with the inquiring party. Civiltech will hold progress meetings every week or as often as needed, depending on the amount of project activity. We will work with the

contractor to resolve all issues and keep the project moving forward. The actual progress of the project will be closely tracked as it compares with the overall project schedule. If a contractor falls behind, we will investigate and recommend possibilities to get back on schedule. Meeting minutes will be prepared, distributed to the appropriate parties, and filed in the project records. Civiltech's experience with bringing projects to a successful completion through our detailed construction inspection and administration services, as well as thorough coordination, has been proven on many of our past projects.

Detailed Approach and Administration

Civiltech's Construction Engineering Team will accomplish the goal of providing the excellent Phase III Civil Engineering Services we are known for by using our typical project approach to prioritize stakeholder coordination, public communication and notification, and comprehensive construction administration. Civiltech commits to executing all scope items outlined in the RFQ and our approach will be to divide the construction portion of the Saddlebrook Watermain, Storm Sewer, and Roadway Improvements into three phases:

Pre-construction Services:

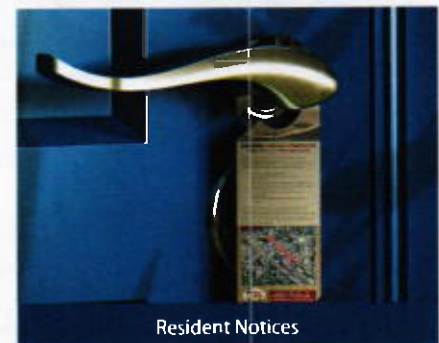
Pre-construction Meetings, Plan Reviews, Stakeholder Coordination, Utility Coordination, Traffic Staging Review, Field Review, Project Documentation Set-up, Progress Schedule & Submittal Review



Informational Public Meetings



Project Informational Website



Resident Notices



Proposal for Professional Consulting Engineering Services
Saddlebrook Watermain, Storm Sewer, and Roadway Improvements
Village of Oak Brook

Community Outreach: Our Phase III staff will place a high priority on both stakeholder communication and community outreach. We offer to set up and administer a project-specific website and to schedule and run a public meeting. Effective notification will be ensured through multiple communication channels, including door hangers & informational flyers, social media updates, and most importantly, direct face-to-face interactions with residents. This comprehensive approach will ensure that all stakeholders are well-informed and involved.

Construction Challenge: Resident Coordination – Provide advance notice of planned outages for water service connections, in-house lead service removal & replacement when identified, driveway apron removal & replacement

Construction Services

On-Site Inspection, Individual Item Inspection, Construction Layout Verification, Material Testing and Quality Assurance Administration, Project Documentation, Contract Changes & Pay Estimate Processing, Traffic & Erosion Control Inspection, Resident Notification, Weekly Updates



Construction Challenges:

- **Limiting Disruptions to Travel:** Maintaining a safe and efficient traffic flow for vehicles, pedestrians, and cyclists around daily traffic control for utility trenches, pavement patching operations, and resurfacing operations.
- **Tree Protection:** Ensuring proper tree protection installation and tree & root pruning completion ahead of disruptive construction activities.
- **Proper Watermain Installations & Testing:** Watermain installation activities will be closely monitored for proper installation techniques and pressure, leakage, & chlorination tests will be completed before activating and accepting new main and service installations.



Post Construction Services

Administering Contractor's Punch-list Completion, Final Inspection Coordination, Final Documentation, Record Drawings, Material Certification, Final Pay Estimate, Project Records, Oak Brook & MFT Final Paperwork & Processing

Innovation:

GPS & Drone survey collection with measured pavement removal and placement areas processed using CAD will be used to efficiently measure and quantify daily production and project payments. This is a cost-effective measure to keep accurate records and to make timely pay estimates.

For all the reasons listed in this proposal, we believe the proposed Civiltech Team is by far the most qualified to administer this improvement for the Village of Oak Brook. Our proven track record and comprehensive approach position us as the ideal partner to deliver this project on time and within budget. We appreciate this opportunity to submit our Proposal to furnish Professional Consulting Engineering Services for the Saddlebrook Watermain, Storm Sewer, and Roadway Improvements and are ready to apply our expertise to make this project a success for the Village of Oak Brook.



Proposal for Professional Consulting Engineering Services

Saddlebrook Watermain, Storm Sewer, and Roadway Improvements

Village of Oak Brook

SECTION 3

Cover Letter

Project Understanding and Approach

Key Personnel

Representative Projects

Project Schedule

Cost Estimate of Consultant Services

Direct Costs and Subconsultant Expenses Table

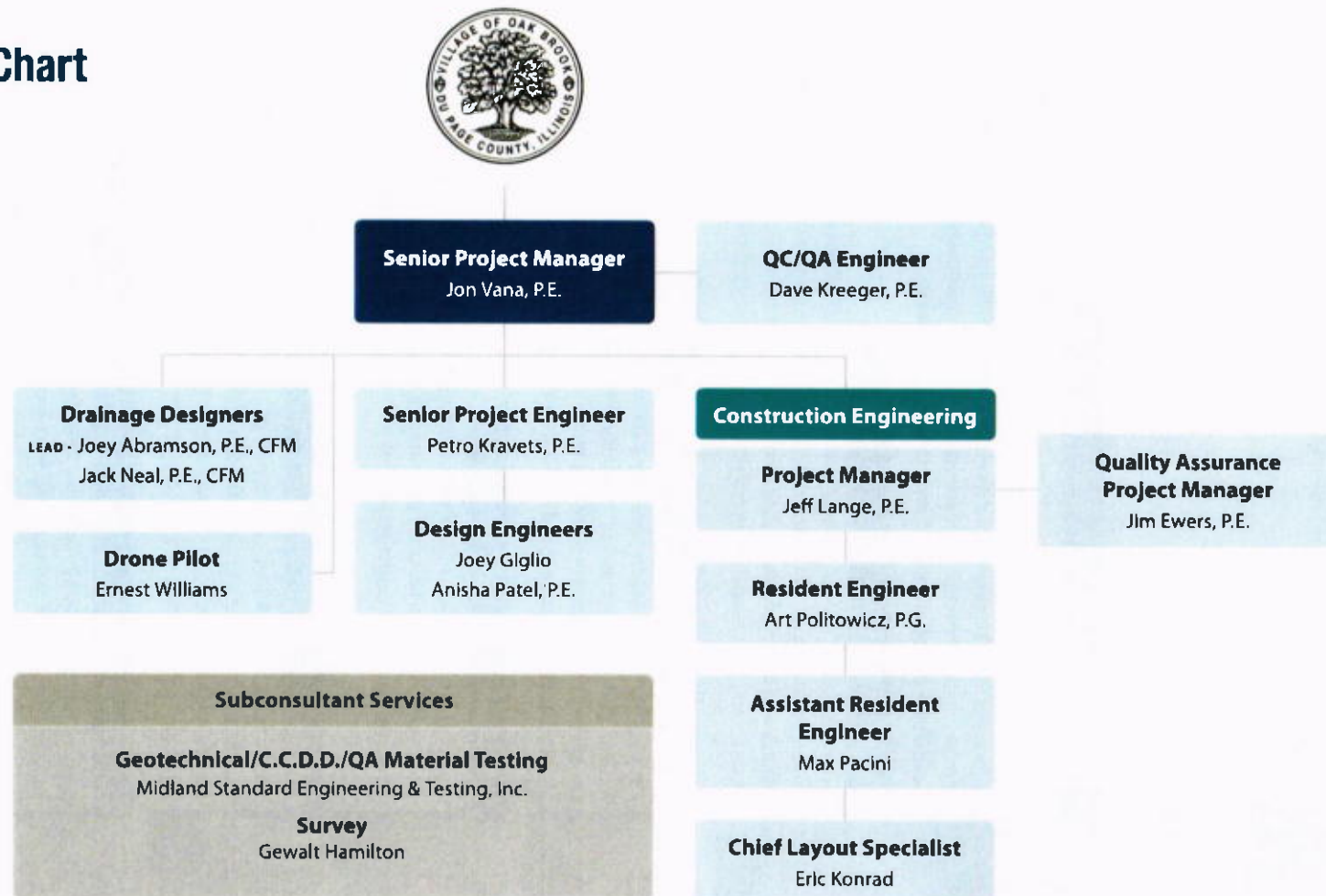
Subconsultant Qualifications

Attachments



KEY PERSONNEL

Organizational Chart





PROJECT TEAM



Jon Vana, P.E. | Senior Project Manager

Jon is Civiltech's Director of Design Services and will be the lead contact to the Village. He brings years of experience in the implementation of major roadway and municipal infrastructure improvement projects utilizing various Local, Federal, and State Funding for Local Agencies, Counties, IDOT, and the Tollway. His experience includes street and highway improvements, intersection improvements, storm sewer design, water main and sanitary sewer design and rehabilitation, bicycle/pedestrian facilities, and streetscape enhancements.



Dave Kreeger, P.E. | QC/QA Engineer

Dave is Director of Quality Management at Civiltech and will serve as QA/QC Engineer. He has 25 years of experience completing transportation improvement projects for numerous State, County, and Municipal projects utilizing Local, Federal, and MFT type funding. He has extensive knowledge with the design of local agency Federal-Aid roadway reconstruction and rehabilitation projects, bicycle/pedestrian facilities design, and stormwater management projects.



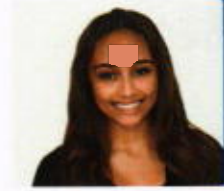
Petro Kravets, P.E. | Senior Project Engineer

Petro has worked for Civiltech since May 2008, where his duties involve plan and special provision preparation, geometric design, drainage design, and cost estimating. His experience includes a wide range of projects of varying scope, from large Federal Aid projects to small local let Municipal designs. Petro has significant expertise in taking advantage of 3D modeling tools to streamline and improve the design process.



Joey Giglio | Design Engineer

Joey is a Design Engineer in Civiltech's Design Services department. Joey specializes in roadway and highway design, traffic signal design, preparation of contract plans and estimates, and utility coordination. He has worked extensively on roadway and highway design projects for municipalities across the region.



Anisha Patel, P.E. | Project Engineer

Anisha is a project engineer and is part of Civiltech's C*NECT team. She specializes in roadway and intersection improvement projects and has worked on C*NECTS Green Alley design team and has provided roadway design on corridor projects throughout Chicago. Anisha brings expertise in pedestrian facility design including curb extensions, pedestrian refuge islands, and ADA ramps. She also has experience in drainage design and sustainability.



Joey Abramson, P.E., CFM | Lead Drainage Designer

Joey is a Project Manager in Civiltech's Water Resources department and will serve as Lead Drainage Designer. He brings experience in floodplain management, hydrologic and hydraulic analysis, stormwater management, and drainage design from bridge design to municipal roadways to federally-funded highway and interstate systems. In addition to roadway drainage design, he has experience in design and construction of infiltration basins, sand/biofiltration basins, wet sedimentation ponds, underground storage structures, hydrodynamic separator structures, stream and river bank stabilizations, BMP retrofits, flocculation treatment facilities, above ground irrigation reuse systems, underground infiltration pumping systems, underground storm water detention systems, native vegetation buffers, ditch checks, and alum injection systems.



Jack Neal, P.E., CFM | Drainage Designer

Jack is an engineer in Civiltech's Water Resources department. Jack specializes in municipal and roadway drainage design, hydrologic and hydraulic modeling, location drainage studies, and floodplain and environmental permitting. Jack's location drainage design experience includes bike facility design projects, and he has experience providing hydraulic studies for Cook County Department of Transportation and Highways.



Construction Engineering



Jeff Lange, P.E. | Construction Engineering Project Manager

Jeff has been part of Civiltech's Construction Engineering Department for over twenty five years, and he would be the Project Manager for the construction phase of this project. Jeff will make himself available to discuss questions with design plans and specifications, attend progress meetings, make regular visits to the jobsite, oversee staffing requirements, prepare monthly invoicing and project budgets, and ensure that all project documentation is properly prepared and submitted to the Village for final acceptance.



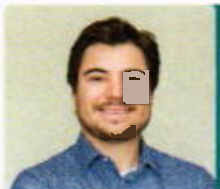
Jim Ewers, P.E. | Quality Assurance Project Manager

Jim is Civiltech's Phase III Director of Construction Engineering Services and will serve as the Quality Assurance Project Manager for the construction phase of a project. He has been the project manager and provided quality assurance for all Civiltech construction projects for the last 18 years. Previously, Mr. Ewers worked for the Illinois Department of Transportation for 15 years in the Bureau of Construction, his last position there was Construction Supervisor and Local Agency Construction Supervisor responsible for all District One Federal Aid Projects. His knowledge and experience with municipal roadway improvements will help ensure a prompt and complete final documentation process.



Art Politowicz, P.G. | Resident Engineer

Art has been employed by Civiltech since July 1996. He performs the responsibilities of Resident Engineer, Construction Inspector, and Surveyor on numerous construction projects. Before joining Civiltech, he worked as both a Project Manager and Senior Field Technician. He has experience in sub-surface sampling, field reporting, inspection of commercial and public roadway projects, inspection of bituminous and concrete plants, and performance of nuclear density testing. His broad background and ongoing attention to detail have proven an asset in his current duties.



Max Pacini | Assistant Resident Engineer

Max is a Resident Engineer in Civiltech's Construction Engineering department and will serve as an Assistant Resident Engineer on this project. In addition to Resident Engineering experience, Max brings experience in Construction Inspection and Roadway and Highway Design. He has relevant experience from municipal reconstruction projects for municipalities around the region.



Eric Konrad | Survey

Eric will serve as Chief Layout Specialist. He has been performing construction layout for many years. He has a great sense for construction staking which results in his catching discrepancies in grades and alignment before they are built. Eric will be on site only as needed to perform construction layout.



Ernest Williams | Drone Pilot

Ernest is a CAD technician and one of Civiltech's specialized drone pilots and will provide drone services on this project. He specializes in highly detailed orthomosaics and DTM's derived from Drone Collection. Ernest also provides drone imagery for Civiltech's Construction Engineering team for Construction Inspection and Construction Documentation. He assists in drafting constructions drawings, topographical profiles, and related maps and specifications used in planning and construction of civil engineering projects and uses drone data to produce up-to-date aerial and digital terrain model information for the project area. Ernest has provided CAD and/or drone services for roadway reconstruction projects for municipalities across the Chicago region.



Proposal for Professional Consulting Engineering Services

Saddlebrook Watermain, Storm Sewer, and Roadway Improvements

Village of Oak Brook

SECTION 4

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Project Experience



Lombard Meadows – Phases 1, 2, 3, & 4 Village of Lombard

Reconstructing Residential Streets and Storm Sewer. Civiltech provided preliminary, design, and construction engineering services for this 5-phase residential streets reconstruction project.

This project involved four separate phases of a 5-phase neighborhood full street reconstruction and utility replacement. Phase 5 is yet to be designed and constructed. Civiltech performed preliminary and final design engineering for all four phases, and Phase III engineering on 2 of the four phases.

Pavement, curb and gutter, sidewalks and driveways were all reconstructed. New storm sewer, water main and sanitary sewer reconstruction/ rehabilitation, and new street lighting were all included in the improvements.

The existing sanitary sewer was videotaped to determine which sections could be lined, minimizing impacts to mature trees in the parkway, and which required full replacement. A portion of the roadway was drained by inlets connected to the existing sanitary sewer, thus new mainline storm sewers were designed along Chase Lane and Cherry Lane for the required separation of storm and sanitary sewers. Additional inlets were also added to improve drainage of the roadway and reduce the potential for flooding.

The Village had experienced drops in water main pressure during fire hydrant testing within this area. To increase the flow to the water system, a new water main was designed to cross the Madison Meadows park to the north and connect with an existing 12" water main along Madison Street and was designed to be installed by horizontal directional drilling to eliminate impacts to the existing facilities and trees on the Park District's property. An additional water main was also designed to connect to the existing water main on Lodge Avenue to the west to complete a gap in the existing system and provide additional flow. An existing watermain connection in the side yards between Hawthorn Circle and Wilson Avenue was also lined to rehabilitate the main without causing significant impacts to the neighboring properties.

Client Contact

Ray Schwab • Village of Lombard
schwabr@villageoflombard.org • 630.620.5740



White Pines Subdivision Watermain Rehabilitation Village of Bensenville

New Watermain to Eliminate Emergency Breaks. Civiltech administered the watermain installation and coordinated the services with the hundreds of residents in this unincorporated neighborhood.

The White Pines Watermain project upgraded a deteriorating water distribution system within an unincorporated subdivision adjacent to the Village of Bensenville. The existing system had served this unincorporated part of the community through mains and sometimes lead services that were built with the subdivision over 60 years earlier. The system feeds the homes through their backyards.

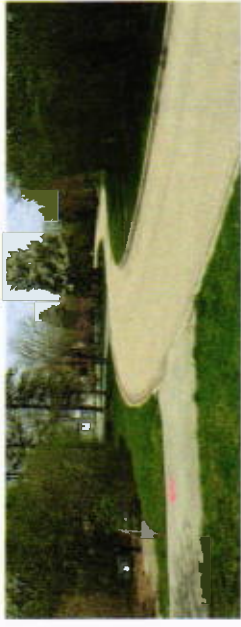
The project replaced over 15,000 feet with new watermain with 240 plus interior water service installations in this very large neighborhood. A ban from the IEPA was secured by the Village to help fund the improvements. All of the strict and detailed requirements of the IEPA loan were met by the Construction Engineering team. Each replacement of a lead service was fully documented.

The new watermain was placed under the streets for better access. All new services to the homes were required as well. Some were found to be lead pipes which required replacement into the homes. Civiltech worked closely with the residents and the Village to coordinate the installation within each home throughout the subdivision.

Civiltech's Phase III Construction Engineering services included full inspection, layout verification, and project documentation following both Village and IEPA requirements. Through coordination at multiple progress meetings and our expertise with intricate watermain work, our team ensured a successful watermain installation that now provides the neighborhood with safe and reliable drinking water.

Client Contact

Joseph Caracci, P.E. • Village of Bensenville
630.350.3431 • jcaracci@bensenville.il.us



Northampton Lane Water Main Replacement Village of Lincolnshire

Water Main Replacement, Roadway Resurfacing, and Bike Path Replacement. Civiltech provided Phase II Design Engineering and Phase III Construction Management services for this project.

This project includes replacement of approximately 3,200 feet of water main along Northampton Lane in the Village of Lincolnshire. Appurtenances including water valve vaults and hydrants were also replaced. Northampton Lane provides access to 15 residential properties, and this project included replacement of water service lines to these homes. The water main was replaced with 8-inch ductile iron pipe, and the existing water main was capped and abandoned. Storm sewers impacted by the water main improvements were replaced with water main quality pipe.

The water main along Northampton Lane was installed within the limits of the roadway due to the presence of a significant number of utilities within the parkway. Elements of the water main design and construction minimized inconvenience to the local residents, such as valve placement outside of the vehicle wheelpath and staging of construction to provide uninterrupted access to Northampton Lane. Riverwoods Road is the main cross street on the project and is located within Lake County right of way. Lake County permitting was necessary for connection of the new water main to the existing water main along Riverwoods Road.

Additional improvements included pavement patching above the new water main, roadway resurfacing throughout the project, and replacement of the bike path connecting the cul-de-sac at the southern end of Northampton Lane to Riverwoods Road.

Client Contact

Walter Ditttrich, P.E. • Village of Lincolnshire
wditttrich@lincolnshireil.gov • 847.883.8600



Proposal for Professional Consulting Engineering Services

Saddlebrook Watermain, Storm Sewer, and Roadway Improvements

Village of Oak Brook

SECTION 5

Cover Letter

Project Understanding and Approach

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PROJECT SCHEDULE





Proposal for Professional Consulting Engineering Services

Saddlebrook Watermain, Storm Sewer, and Roadway Improvements

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COST ESTIMATE OF CONSULTANT SERVICES - DESIGN SERVICES

Item No.	Task	Staff Classifications & Workhours								Total Workhours	% of Workhours	Labor Fee
		Senior Project Manager	Senior Project Engineer	Engineer III	Engineer III	Lead Drainage Engineer	Drainage Engineer	Drone Pilot	QC/QA Engineer			
	Billing Rate	\$75.00	\$58.25	\$42.50	\$39.75	\$57.00	\$41.50	\$43.00	\$75.00			
PRELIMINARY ENGINEERING												
1	Field Evaluation											
	a. Early Coordination and Data Collection		2	2	2		2			8		
	b. Field Inspection and Documentation		24	24						48		
	c. Drone Survey							50		50		
	Item 1 Subtotal	0	26	26	2	0	2	50	0	106	5.3%	\$4,932.00
2	Topographic Survey (By GHA) Coordination Only											
	a. Sub-consultant Coordination	1	2							3		
	Item 2 Subtotal	1	2	0	0	0	0	0	0	3	0.1%	\$191.50
3	Preliminary Utility Coordination											
	a. Initial Request for Information				4					4		
	Item 3 Subtotal	0	0	0	4	0	0	0	0	4	0.2%	\$159.00
4	Geotechnical Report (By MSET) Coordination Only											
	a. Sub-consultant Coordination	1	1							2		
	Item 4 Subtotal	1	1	0	0	0	0	0	0	2	0.1%	\$133.25
5	Preliminary Design											
	a. Preliminary Watermain Design	12	16	24	40					92		
	b. Preliminary Storm Sewer Design					8	40			48		
	c. Cost Estimating	2	8	16	16	1	8			51		
	d. Technical Memorandum	4	8	12		2	4			30		
	Item 5 Subtotal	18	32	52	56	11	52	0	0	221	11.0%	\$10,435.00



COST ESTIMATE OF CONSULTANT SERVICES - DESIGN SERVICES (CONT.)

6	Preliminary Design Meetings											
a.	Village Design Coordination Meetings (2)	4	4							8		
b.	Neighborhood Meetings (2)	6	6	8	8					28		
	Item 6 Subtotal	10	10	8	8	0	0	0	0	36	1.8%	\$1,990.50
DESIGN ENGINEERING - WATERMAIN AND STORM SEWER IMPROVEMENTS												
1	Environmental Coordination and Permitting											
a.	EcoCAT	1	1	4						6		
b.	IEPA Watermain Permit		4	8	8					20		
c.	DuPage County Stormwater Permit	2				2	16			20		
d.	Village Permit	1	1	4						6		
e.	DuPage County DOT Permit	2	2	8	8					20		
	Item 1 Subtotal	6	8	24	16	2	16	0	0	72	3.6%	\$3,350.00
2	CCDD Documentation (By MSET) Coordination only)											
a.	Sub-consultant Coordination	1	1							2		
	Item 2 Subtotal	1	1	0	0	0	0	0	0	2	0.1%	\$133.25
3	Estimates of Cost and Time											
a.	Pre-final (95%) Quantity Calculations			16	16		4			36		
b.	Pre-final (95%) Estimate of Cost	1	4							5		
c.	Pre-final (95%) Estimate of Time	2	4							6		
d.	Final (100%) Quantity Calculations			8	8		2			18		
e.	Final (100%) Estimate of Cost	1	8							9		
f.	Final (100%) Estimate of Time	1	2							3		
	Item 3 Subtotal	5	18	24	24	0	6	0	0	77	3.8%	\$3,646.50
4	Special Provisions and Bidding Documents											
a.	Included in Design Engineering, Item 7									0		
	Item 4 Subtotal	0	0	0	0	0	0	0	0	0	0.0%	\$0.00
5	Watermain Design											
a.	Included in Preliminary Engineering, Item 5									0		
	Item 5 Subtotal	0	0	0	0	0	0	0	0	0	0.0%	\$0.00



COST ESTIMATE OF CONSULTANT SERVICES - DESIGN SERVICES (CONT.)

DESIGN ENGINEERING - PAVEMENT REHABILITATION

1	Environmental Coordination and Permitting												
a.	<i>Included in Watermain Design Item 1</i>												
	Item 1 Subtotal	0	0	0	0	0	0	0	0	0	0	0.0%	\$0.00
2	CCDD Documentation												
a.	<i>Included in Watermain Design Item 2</i>												
	Item 2 Subtotal	0	0	0	0	0	0	0	0	0	0	0.0%	\$0.00
3	Estimates of Cost and Time												
a.	Pre-final (95%) Quantity Calculations			16	16					0	32		
b.	Pre-final (95%) Estimate of Cost	1	4							0	5		
c.	Pre-final (95%) Estimate of Time	2	4							0	6		
d.	Final (100%) Quantity Calculations			8	8					0	16		
e.	Final (100%) Estimate of Cost	1	8							0	9		
f.	Final (100%) Estimate of Time	1	2							0	3		
	Item 3 Subtotal	5	18	24	24	0	0	0	0	0	71	3.5%	\$3,397.50
4	Special Provisions and Bidding Documents												
a.	<i>Included in Design Engineering, Item 5</i>												
	Item 4 Subtotal	0	0	0	0	0	0	0	0	0	0	0.0%	\$0.00
5	Contract Plans, Special Provisions, and Bidding Documents												
a.	Cover Sheet and Index (1 sheet)		1	2	1						4		
	General Notes and State/Village Standards (1 sheet)	1	3	6							10		
	Summary of Quantities (3 sheets)			4	8						12		
	Alignment, Ties and Benchmarks (1"=100') (4 sheets)												
	Resurfacing Plan Sheets (1"=50' dual pane) (15 Sheets)	40	60	100	100						300		
	Construction Details (10 Sheets)	1	1	3	3						8		
	IDOT Highway Standards (6 sheets)		1	2	2						5		
	IDOT District 1 Standards (2 sheets)		1	2	2						5		
b.	Pre-Final (95%) and Final (100%) Special Provisions and Bid Documents	4	24	8							36		
	Item 5 Subtotal	46	91	127	116	0	0	0	0	0	380	18.9%	\$18,759.25



COST ESTIMATE OF CONSULTANT SERVICES - DESIGN SERVICES (CONT.)

6 Utility Coordination													
a. <i>Included in Watermain Design Item 8</i>													
	Item 6 Subtotal	0	0	0	0	0	0	0	0	0	0	0.0%	\$0.00
7 QC/QA													
a. Preliminary QC/QA Review													
b. Pre-final (95%) QC/QA Review													
c. Final (100%) QC/QA Review													
	Item 7 Subtotal	0	0	0	0	0	0	0	0	36	36	1.8%	\$2,700.00
8 IDOT Coordination													
a. Submittals and Coordination													
	Item 8 Subtotal	16	16	8	8	0	0	0	0	0	48	2.4%	\$2,790.00
9 Bidding Assistance													
a. Bidding Assistance													
	Item 9 Subtotal	4	4	0	0	0	0	0	0	0	8	0.4%	\$533.00

Total Hours: 2,014

Total Labor Fee \$99,727.75
 Overhead and Profit (2.80) \$279,237.70
 Total Subconsultants \$31,151.00
TOTAL PROJECT COST \$310,388.70



COST ESTIMATE OF CONSULTANT SERVICES - CONSTRUCTION ENGINEERING

Item No.	Task	Staff Classifications & Workhours							Total Workhours	% of Workhours	Labor Fee
		Senior PM	RE V	RE II	Layout Specst	Employee Class	Employee Class	Employee Class			
	Billing Rate	\$77.29	\$65.32	\$40.88	\$44.80	\$0	\$0	\$0			
PRELIMINARY ENGINEERING											
CONSTRUCTION INSPECTION - WATERMAIN AND STORM SEWER IMPROVEMENTS											
1	Pre-Construction Services										
a.	Pre-Construction Services	2	16	32	16	0	0	0	66		
	Item 1 Subtotal	2	16	32	16	0	0	0	66	3.3%	\$3,224.66
2	Submittal Review										
a.	Submittal Review	2	16	24	0	0	0	0	42		
	Item 2 Subtotal	2	16	24	0	0	0	0	42	2.1%	\$2,180.82
3	Construction Observation										
a.	Construction Observation	6	40	770	8	0	0	0	824		
	Item 3 Subtotal	6	40	770	8	0	0	0	824	41.6%	\$34,912.54
4	Material Testing/Geotechnical Services										
a.	See Direct Cost Sheet	0	0	0	0	0	0	0	0		
	Item 4 Subtotal	0	0	0	0	0	0	0	0	0.0%	\$0.00
5	Post-Construction Services										
a.	Post-Construction Services	2	8	40	8				58		
	Item 5 Subtotal	2	8	40	8	0	0	0	58	2.9%	\$2,670.74
CONSTRUCTION INSPECTION - PAVEMENT REHABILITATION											
1	Pre-Construction Services										
a.	Pre-Construction Services	2	16	32	16	0	0	0	66		
	Item 1 Subtotal	2	16	32	16	0	0	0	66	3.3%	\$3,224.66



COST ESTIMATE OF CONSULTANT SERVICES - CONSTRUCTION ENGINEERING (CONT.)

Item No.	Task	Staff Classifications & Workhours							Total Workhours	% of Workhours	Labor Fee
		Senior PM	RE V	RE II	Layout Specist	Employee Class	Employee Class	Employee Class			
2	Submittal Review										
a.	Submittal Review	2	16	24	0	0	0	0	42		
	Item 2 Subtotal	2	16	24	0	0	0	0	42	2.1%	\$2,180.82
3	Construction Observation										
a.	Construction Observation	6	40	770	8	0	0	0	824		
	Item 3 Subtotal	6	40	770	8	0	0	0	824	41.6%	\$34,912.54
4	Material Testing/Geotechnical Services										
a.	See Direct Cost Sheet	0	0	0	0	0	0	0	0		
	Item 4 Subtotal	0	0	0	0	0	0	0	0	0.0%	\$0.00
5	Post-Construction Services										
a.	Post-Construction Services	2	8	40	8				58		
	Item 5 Subtotal	2	8	40	8	0	0	0	58	2.9%	\$2,670.74
	Project Totals	24	160	1,732	64	0	0	0	1,980	103%	
	% of Workours:	1.2%	8.1%	87.5%	3.2%	0.0%	0.0%	0.0%	100.0%		

Total Labor Fee	\$85,977.53
Overhead and Profit (2.80)	\$240,737.08
Total Direct Costs	\$7,150.00
Total Subconsultants	\$17,000.00
TOTAL PROJECT COST	\$264,887.08



Proposal for Professional Consulting Engineering Services

Saddlebrook Watermain, Storm Sewer, and Roadway Improvements

Village of Oak Brook

SECTION 7

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Project Understanding and Approach

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DIRECT AND SUBCONSULTANT COSTS

Item No.	Task	In-House Direct Cost	Sub-Consultant Cost
1	Geotechnical (Cores and Borings) and C.C.D.D.		
M.S.E.T., Inc.			
Item 1 Subtotal			\$9,160.00
2	Topographic Survey (Underground Only)		
Gewalt Hamilton Associates			
Item 2 Subtotal			\$21,991.00
3	Quality Assurance Material Testing		
M.S.E.T., Inc.			
Item 3 Subtotal			\$17,000.00
4	Vehicle		
Civiltech --- Vehicle Days 110 x \$65 per Day			
Item 4 Subtotal		\$7,150.00	
Total In-House Direct Costs:		\$7,150.00	-
Total Subconsultant Costs:		-	\$48,151.00
TOTAL IN-HOUSE DIRECT & SUBCONSULTANT COSTS:		\$55,301.00	



Proposal for Professional Consulting Engineering Services

Saddlebrook Watermain, Storm Sewer, and Roadway Improvements

Village of Oak Brook

SECTION 8

Cover Letter

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Proposal for Professional Consulting Engineering Services

Saddlebrook Watermain, Storm Sewer, and Roadway Improvements

Village of Oak Brook

SUBCONSULTANT QUALIFICATIONS

Midland Standard Engineering & Testing, Inc.

Midland Standard Engineering & Testing, Inc.

410 Nolen Drive
South Elgin, Illinois 60177
(847) 844-1895 f(847) 844-3875

November 14, 2025

Civiltech Engineering, Inc.

Two Pierce Place Suite 1400
Itasca, Illinois 60143

Re: Company Profile/SOQ
Saddlebrook Watermain, storm sewer and Roadway Improvements
Oak Brook, Illinois

Please accept this letter as a Company Profile and Statement of Qualifications and willingness to provide Phase I/II Design investigations for the referenced project in Oak Brook, Illinois.

MIDLAND STANDARD ENGINEERING & TESTING, INC. (MSET) is a professional consulting engineering firm specializing in the application of geotechnical, civil, and construction materials engineering. ***Our firm is prequalified by the Illinois Department of Transportation special services including: Geotechnical Services including Roadway Geotechnical Reports (R GR).***

Our field personnel are certified by the Illinois Department of Transportation QA/QC certification programs and the National Institute for Certification in Engineering Technologies (NICET). IDOT Bureau of Materials inspects our facilities annually to confirm that the laboratory is equipped to perform Concrete, Bituminous and Soils testing.

Firm History: Midland Standard Engineering & Testing, Inc. specializes in Geotechnical Engineering with additional specialization in Construction Materials Testing. We provide services to included pavement coring and pavement asection analysis; Soil Borings including split spoon sampling and auger sampling of subgrade soils; laboratory testing and engineering characteristics tests. Our firm is located in South Elgin, Illinois. Our facilities are managed full time by Registered Professional Engineers and provide a full range of geotechnical field and laboratory services to our clients.

Accreditations: Our laboratory is operated by a full time, NICET Accredited Manager and is inspected annually and approved to conduct testing for *Illinois Department of Transportation, District One* projects. The facility is inspected and accredited by *AASHTO Materials Reference Laboratory (AMRL)* for *Soils, Hot Mix Asphalt and Aggregate* testing and *Concrete* by the *Cement and Concrete Reference Laboratory (CCRL)*.

Please visit our web site @ www.msetinc.com for contact and other brochure information.

Project Staffing: The meaningful experience of any engineering team may be judged by the individual experience of the principals and staff members assigned to your project. Our staff includes licensed Professional Engineers and IDOT and NICET certified Technicians. The following brief listing describes the key members of our team who could participate directly in these projects.

Professional Staff

William D. Prigge, P.E.
President/Engineering Director

William J. Wyzgala, P.E.
Vice President, Senior Geotechnical Engineer

Michael H. Prigge, P.E.
Geotechnical Engineer

Robert L. Gay, P.E.,
Geotechnical Engineer

Thomas Kibort, P.G.
Geologist

Greg Ford
Field Engineer

Matthew McKee
Field Engineer

Paige Prus
Staff Geologist

Geotechnical Field Technicians

Matthew Sterrick
Thomas Scheflow
Tyler Wilkening
Connor Swanson
Jack Schirmer

Geotechnical Laboratory Technicians

Jeffery D. Stutz-Laboratory Supervisor
Mark Niemeier
Ethan Wolff
Jacob Gallardo
Tanner Scott

Similar Projects

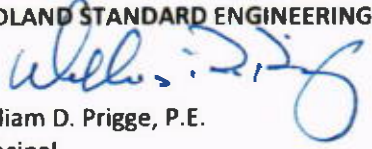
Midland Standard Engineering and Testing, Inc. has successfully completed a wide range of Phase I/II/III construction materials and geotechnical services and similar projects for the greater suburban counties, surrounding villages and cities including: Algonquin, Carpentersville, Elk Grove Village, McHenry, Naperville, Oak Brook, New Lenox, Roselle, Rolling Meadows, Schaumburg and St. Charles.

Closure

Thank you for the opportunity to provide this Profile and Statement of Qualifications. We would welcome the opportunity continue our work with you and your staff. We believe we are staffed and equipped with experienced personnel to serve your needs on a practical basis. Please contact us if you have any questions or if you require additional information.

Very truly yours,

MIDLAND STANDARD ENGINEERING & TESTING, INC.


William D. Prigge, P.E.
Principal

WDP/mlj

MIDLAND STANDARD ENGINEERING & TESTING, INC.
410 Nolen Drive, South Elgin, Illinois 60177
(847) 844-1895 f (847) 844-3875

November 13, 2025

Mr. Jonathan Vana, P.E.
Civiltech Engineering, Inc.
Two Pierce Place, Suite 1400
Itasca, Illinois 60143
jvana@civiltechinc.com

Re: Proposal for Geotechnical Exploration and Analysis (Revised)
Saddlebrook Watermain, Storm Sewer and Roadway Improvements
Oak Brook, Illinois

Dear Mr. Vana:

We are pleased to have the opportunity to submit the following proposal for the performance of a geotechnical exploration and analysis for the planned watermain, sewer and roadway improvements in and adjacent to the Saddlebrook Subdivision in Oak Brook, Illinois.

Purpose

The purpose of the subsurface exploration will be to provide information regarding the engineering characteristics of the soils for the referenced project.

Project Description and Scope of Work

The project includes watermain replacement and roadway improvements within the Saddlebrook Subdivision located at the southeast corner of Meyers Road and 35th Street in Oak Brook, Illinois. The work will also include installation of a storm sewer along the western right-of-way of Meyers Road from the north side of 35th Street to approximately 800 feet south of the intersection. A description of the project components and MSET's associated Scope of Work is as follows:

- Installing approximately 25,000 lf of 8-inch to 12-inch diameter watermain within the subdivision. (7 borings to a depth of 10-feet each).
- Constructing approximately 800 lf of 24-inch storm sewer along the western right-of-way of Meyers Road (2 soil borings to 15-feet deep).
- Rehabilitation of approximately 4 miles of pavement within the subdivision (7 pavement cores).

Scope

The exploration, testing and analysis will include:

- Layout boring locations in the field utilizing a Trimble® Catalyst GNSS receiver. Provide locations in State Plane Coordinate System and Ground Surface Elevations. Perform JULIE locate prior to drilling.

- Perform soil borings using an ATV or truck mounted drill rig using hollow-stem augers to advance the borehole. Samples will be taken at 2.5-foot intervals in accordance with ASTM D-1586.
- Determination of the engineering characteristics of the subsurface materials encountered and characterization of groundwater conditions.
- Determine corrosion characteristics of the soil against ductile iron pipe in accordance with the AWWA 10-point evaluation.
- Sample soil in the areas of the planned excavations, perform pH tests on representative samples planned for excavation, and provide certification for Clean Construction Demolition Debris (IEPA LPC-662).

Method of Performance and Timing

We propose to mobilize a drill rig to the site after notice to proceed, boring layout and utility clearance. We will provide a Field Engineer at the site during the drilling to observe the exploration, perform field tests and measurements and prepare field reports. We would expect preliminary verbal results after the site work is complete, and a final report would be complete shortly thereafter.

Our testing program will include laboratory tests to determine the classification, strength, moisture content, density and other physical properties of the profile soils. The results of the field exploration and lab tests will be used in the engineering analysis and the formulation of our recommendations. The results of our work will be presented in a written report, prepared by an Illinois Registered Professional Engineer.

Fee

It is proposed that our fee be determined on a unit rate basis in accordance with the items listed on the attachments and our Schedule of Fees and General Conditions. The total cost for the scope of work attached is estimated at **\$9,160.00**. We will not exceed this amount without prior authorization.

Closure

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. If you have any questions concerning our proposed scope of work or fees, please contact us.

Respectfully Submitted,
MIDLAND STANDARD ENGINEERING & TESTING, INC.



for

William D. Prigge, P.E.
Project Engineer

Attachment: Attachment 1 - Schedule of Services & Fees
Boring Location Map (Provided with RFP)

ACCEPTED THIS _____ DAY OF _____, 20____

BY: _____

TITLE: _____

FIRM: _____

ATTACHMENT 1
SCHEDULE OF SERVICES AND FEES
 Saddlebrook Watermain, Storm Sewer and Roadway Improvements
 Oak Brook, Illinois

<u>Task</u>	<u>Estimated Quantity</u>	<u>Unit Cost</u>	<u>Extension</u>
Field Services			
Mobilization, Drill/Core Rig and Personnel, LS	1	\$500.00	\$500.00
Boring Layout, Site Grades w/ GPS and JULIE,	6	\$180.00	\$1,080.00
Storm Sewer Soil Borings to 15 feet, each	2	\$275.00	\$550.00
WM Soil Boring w/ SS Sampling to 10 feet, ea	7	\$230.00	\$1,610.00
Pavement Cores w/Base Course Probe, each	7	\$100.00	\$700.00
Field Engineer/Geologist, per hour	8	\$105.00	\$840.00
Field Services Total:			\$5,280.00
Laboratory Testing Services			
Moisture Content Determination, ea	40	\$6.00	\$240.00
Unconfined Compressive Strength (RIMAC), e as required		\$7.50	included
Corrosion per AWWA 10-pt evaluation	1	\$425.00	\$425.00
Laboratory Testing Services Total:			\$665.00
CCDD Services			
PID Screening, per day	1	\$150.00	\$150.00
EDR Radius Map + Review for PIP, LS	1	\$450.00	\$450.00
pH, each	10	\$30.00	\$300.00
IEPA LPC-662 Certification, LS	1	\$250.00	\$250.00
CCDD Services Total:			\$1,150.00
Engineering Services			
Principal Engineer, per hr.	1	\$145.00	\$145.00
Geotechnical Engineer, per hr.	2	\$135.00	\$270.00
Project Engineer, per hr.	8	\$110.00	\$880.00
Staff Engineer, per hr.	6	\$100.00	\$600.00
Draftsman/Word Processing, per hr.	2	\$85.00	\$170.00
Engineering Services Total:			\$2,065.00
Project Total:			\$9,160.00



Proposal for Professional Consulting Engineering Services

Saddlebrook Watermain, Storm Sewer, and Roadway Improvements

Village of Oak Brook

SUBCONSULTANT QUALIFICATIONS

Gewalt Hamilton Associates, Inc.

GHA's Survey Group is built around one simple idea: *when you have reliable, easy-to-use information from the very start, every decision that follows becomes clearer, faster, and more confident.* That's why the GHA team pairs proven field expertise with modern technology to give you survey data that feels dependable from the moment it lands in your hands.

ABOUT US

Gewalt Hamilton Associates, Inc. (GHA) is a premier, employee-owned civil engineering, surveying, and data collection firm with over 40 years of experience **delivering innovative, high-quality solutions that enhance infrastructure.** Since 1981, GHA has proudly partnered with a diverse range of clients - including municipalities, county and state agencies, educational institutions, healthcare facilities, park districts, and private developers - across the Midwest and beyond. With expertise in civil engineering, surveying, transportation, stormwater management, environmental services, and geographic information systems, GHA has successfully completed thousands of projects that align with your current needs, consistently providing exceptional service and long-lasting value.

Annual Volume of Similar Work

Precision and reliability are the cornerstones of GHA's professional surveying services. Since 1996, we have built a nearly three-decade legacy of delivering exceptional results, tailored to meet the needs of both municipal and private sector clients. With a dedicated team of nine full-time surveyors, including four licensed Professional Land Surveyors, GHA provides expertise that consistently supports project success.

In 2024 alone, our surveying team has completed over **\$2.8 million** in services, reflecting our capacity to manage a high volume of complex assignments:

- **\$1,230,000** in topographic surveying to document existing conditions.
- **\$996,300** in **property** boundary and ALTA/NSPS Land Title Surveys.
- **\$569,000** in **construction** staking for roadway, utility, and site improvement projects.
- **\$40,140** in **benchmark** installation and establishment services.

These numbers underscore our proven ability to deliver precise, timely, and comprehensive survey data at scale.

In addition, GHA's recent project portfolio includes:

- Over **200 topographic surveys completed** in the past year.
- More than **100 plats** for highways, **subdivisions**, easements, parcel boundaries, and ALTA/NSPS Land Title Surveys.
- **70+ construction layout projects** supporting **roadway**, utility, and site improvements.

GHA's long-standing record of collaboration, client satisfaction, and meticulous attention to detail positions our team to consistently deliver surveying services with the efficiency, accuracy, and care our clients rely on.

HEADQUARTERS

625 Forest Edge Dr • Vernon Hills, IL 60061 | 847.478.9700 | GHA-Engineers.com

All projects will be managed from our Corporate Headquarters at 625 Forest Edge Drive in Vernon Hills.

As we work together, you'll notice how our survey staff stays responsive, approachable, and fully tuned into what your project needs next. Whether we're completing boundary and topographic surveys, construction staking, or specialized geodetic work, we focus on delivering information that reduces surprises, streamlines coordination, and helps your project stay on track.

GHA's Knowledgeable and Experienced Team

At Gewalt Hamilton, our team possesses the knowledge and experience necessary to secure and excel in any topographic survey project. Allow us to showcase our expertise:



Education & Training: Gewalt Hamilton's team members are armed with robust educational backgrounds and specialized training in surveying, engineering, and related fields. Our commitment to continuous learning ensures that we are equipped with the latest knowledge and skills to deliver exceptional surveying services.

Backed by a solid foundation in surveying principles and practices, GHA stands poised to tackle the challenges of any topographic survey project with confidence and competence.



Technical Skills: Our team is proficient in utilizing state-of-the-art surveying equipment and industry-standard software applications. From total stations to GPS receivers, and from AutoCAD Civil 3D to Trimble Business Center, we have the tools and expertise needed to capture and analyze survey data accurately and efficiently.

With our comprehensive technical skills, GHA is well-equipped to meet the demands of even the most complex topographic survey projects, delivering precise results in a timely manner.



Field Experience: Gewalt Hamilton's team members bring with them years of hands-on experience in conducting topographic surveys across diverse landscapes and project types. Our track record of successful projects demonstrates our ability to adapt to varying conditions and consistently deliver high-quality results.

Through our extensive field experience, Gewalt Hamilton has honed our methodologies and problem-solving abilities, ensuring that we can navigate any challenges that may arise during a topographic survey project with confidence and expertise.



Regulatory Compliance: We are well-versed in the regulatory requirements governing topographic surveying, ensuring that our work is conducted in full compliance with laws, regulations, and industry standards. Our adherence to best practices instills confidence in our clients, knowing that your project is in capable and compliant hands.

At Gewalt Hamilton, regulatory compliance is a cornerstone of our surveying practice, underscoring our commitment to professionalism and integrity in all aspects of our work.



Illinois Department
of Transportation

**GHA's Survey Team is Prequalified with IDOT for
"SURVEY-SPECIAL SERVICES"**

Land Survey Services

- Boundary Survey
- Existing Conditions & Topographic Survey
- ALTA/ACSM Land Title Survey
- Plat of Highways
- Plats of Subdivision/Easements
- Construction Layout
- High-Definition Scanning
- Manhole/Structure 3D Scanning



**GHA aims to be more than consultants; we are your partner in building
resilient, sustainable communities. That's the GHA difference.**



November 13, 2025



Jonathan R. Vana, P.E.
President | Director of Design Services
Civiltech Engineering, Inc.
2 Pierce Place, Suite 1400
Itasca, IL 60143

625 Forest Edge Drive, Vernon Hills, IL 60061

TEL 847.478.9700 ■ FAX 847.478.9701

www.gha-engineers.com

Re: Proposal for Professional Surveying Services
Watermain, Storm & Sanitary Sewer Survey
Saddlebrook Community
Oakbrook, IL
GHA Proposal No. 2025.CS169

Dear Mr. Vana:

Thank you for requesting a proposal from Gewalt Hamilton Associates, Inc. (GHA) to perform Land Surveying Services at the above referenced site.

We understand that Civiltech is submitting a proposal to the Village of Oak Brook for Saddlebrook Watermain, Storm/Sanitary Sewer, and Roadway Improvements. GHA is pleased to provide Civiltech with a proposal to survey the elevation, pipe size, depth, and connections to upstream/downstream structures of the subject Storm Sewer and Watermain.

If you have any questions or would like to consider revisions to this proposal, please do not hesitate to contact us.

Civiltech Engineering, Inc., 2 Pierce Place, Suite 1400, Itasca, IL 60143, and Gewalt Hamilton Associates, Inc. (GHA), 625 Forest Edge Drive, Vernon Hills, IL 60061, agree and contract as follows:

I. Project Understanding

Civiltech is proposing to use a UAS drone to obtain surface topography and high quality aerials for the subject area. GHA proposes to provide Civiltech with the rim and invert, pipe sizes, and upstream/downstream structure connections to associated structures. We will require the client to provide us with the horizontal and vertical data for your UAS Drone survey control.

II. Scope of Services:

Storm Sewer Structures

GHA will utilize Civiltech provided UAS drone locations of Storm Sewer Structures. In turn we will run a closed loop level circuit through the site storm sewer system and provide Civiltech with the elevations of the rims and inverts of each structure along with pipe sizes and upstream/downstream structure connections.

Sanitary Sewer Structures

GHA will utilize Civiltech provided UAS drone locations of Sanitary Sewer Structures. In turn we will run a closed loop level circuit through the site sanitary sewer system and provide Civiltech with the elevations of the rims and inverts of each structure along with pipe sizes and upstream/downstream structure connections.

Watermain

GHA will utilize Civiltech provided UAS drone locations of Watermain Valve Vaults. In turn, we will run a closed loop level circuit through the site watermain system and provide Civiltech with the elevations of the rim and top of main elevations along with watermain pipe size and type.

III. Services Not Included

Any service not enumerated in *Section I. Scope of Services*, including, but not limited to the following, is not included in this proposal/agreement. These services may be provided at the request of the Client as an additional service. GHA will provide the Client with an estimate of the additional work scope and request authorization to proceed prior to commencing additional services.

- A. Preparation of Highway Plats, Easement Plats, Dedication Plats, or other Survey documents;
- B. Existing Conditions Topographic Surveying;
- C. Meetings with public officials, agencies, or architects, etc.;
- D. Any other surveying services not specified in *Section II. Scope of Services*.

IV. Proposed Schedule

GHA will work with the client to meet a desirable schedule.

V. Compensation for Services

See attached BLR 05514 Form.

Reimbursable expenses, including items such as printing, mileage, messenger service, record documents and other non-technical project related expenses, are included in the above referenced fee.

Additional services requested and authorized by the Client, beyond those outlined in *Section II: Scope of Services*, will be billed on a time-and-materials (T&M) basis.

VI. General Conditions

The delineated services provided by Gewalt Hamilton Associates, Inc., (GHA) under this Agreement will be performed as reasonably required in accordance with the generally accepted standards for civil engineering and surveying services as reflected in the contract for this project at the time and place where the services are performed.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or GHA. GHA's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against GHA because of this Agreement or the performance or nonperformance of services hereunder. In no event shall GHA be liable for any loss of profit or any consequential damages.

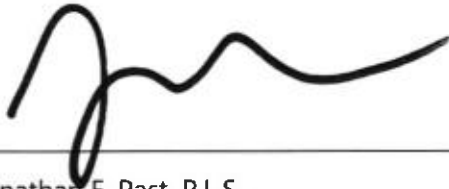
The Client and GHA agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation in Chicago, Illinois unless the parties mutually agree otherwise.

This Agreement, including all subparts and Attachment A, which is attached hereto and incorporated herein as the General Provisions of this Agreement, constitute the entire integrated agreement between the parties which may not be modified without all parties consenting thereto in writing.

By signing below, you indicate your acceptance of this Agreement in its entirety.

Gewalt Hamilton Associates, Inc.

Civiltech Engineering, Inc.



Jonathan F. Past, P.L.S.
Land Survey Services Manager

Jonathan R. Vana, P.E.
President | Director of Design Services

Date: November 13, 2025

Date: _____

Enc.: Attachment A
BLR 05514



Local Public Agency	County	Section Number
Village of Oak Brook	DuPage	N/A
Prime Consultant (Firm) Name	Prepared By	Date
Civiltech Engineering, Inc.	Lauren Cherepski	11/13/2025
Consultant / Subconsultant Name	Job Number	
Gewalt Hamilton Associates, Inc.	N/A	

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

Civiltech - Saddlebrook Watermain Storm & Sanitary Sewer Survey

PAYROLL ESCALATION TABLE

CONTRACT TERM	12	MONTHS	OVERHEAD RATE	190.73%
START DATE	12/1/2025		COMPLEXITY FACTOR	0
RAISE DATE	12/1/2026		% OF RAISE	3.00%
END DATE	11/30/2026			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	12/1/2025	11/30/2026	12	100.00%

The total escalation = 0.00%

Local Public Agency	County	Section Number
Village of Oak Brook	DuPage	N/A
Consultant / Subconsultant Name		Job Number
Gewalt Hamilton Associates, Inc.		N/A

PAYROLL RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE

MAXIMUM PAYROLL RATE	90.00
ESCALATION FACTOR	0.00%

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Principal	\$81.93	\$81.93
Sr. Project Manager II	\$81.90	\$81.90
Sr. Project Manager I	\$70.04	\$70.04
Project Manager II	\$62.58	\$62.58
Project Manager I	\$50.50	\$50.50
Engineer VI	\$76.25	\$76.25
Engineer V	\$63.88	\$63.88
Engineer IV	\$50.13	\$50.13
Engineer III	\$39.38	\$39.38
Engineer II	\$38.44	\$38.44
Engineer I	\$36.33	\$36.33
Land Surveyor IV	\$52.25	\$52.25
Land Surveyor III	\$49.50	\$49.50
Land Surveyor II	\$40.75	\$40.75
Land Surveyor I	\$31.63	\$31.63
Eng Tech V	\$64.13	\$64.13
Eng Tech IV	\$44.89	\$44.89
Eng Tech III	\$38.20	\$38.20
Eng Tech II	\$38.31	\$38.31
Eng Tech I	\$25.00	\$25.00
Landscape Arch	\$47.75	\$47.75
Environ Consultant I	\$34.50	\$34.50
Admin II	\$35.00	\$35.00
Admin I	\$29.50	\$29.50

Local Public Agency

Village of Oak Brook

County

DuPage

Section Number

N/A

Consultant / Subconsultant Name

Gewalt Hamilton Associates, Inc.

Job Number

N/A

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	14	\$90.00	\$1,260.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
TOTAL DIRECT COSTS:				\$1,260.00

Village of Oak Brook

DuPage

N/A

Gewalt Hamilton Associates, Inc.

N/A

Local Public Agency

Village of Oak Brook

County

DuPage

Section Number

N/A

Consultant / Subconsultant Name

Gewalt Hamilton Associates, Inc.

Job Number

N/A

AVERAGE HOURLY PROJECT RATES**EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET**SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Research / Project Setup			Control			Bench Circuit through Utility Structures			Dip Structures					
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	81.93	0.0																	
Sr. Project Manager II	81.90	0.0																	
Sr. Project Manager I	70.04	1.0	0.64%	0.45	1	25.00%	17.51												
Project Manager II	62.58	0.0																	
Project Manager I	50.50	1.0	0.64%	0.32	1	25.00%	12.63												
Engineer VI	76.25	0.0																	
Engineer V	63.88	0.0																	
Engineer IV	50.13	0.0																	
Engineer III	39.38	0.0																	
Engineer II	38.44	0.0																	
Engineer I	36.33	0.0																	
Land Surveyor IV	52.25	0.0																	
Land Surveyor III	49.50	79.0	50.64%	25.07	2	50.00%	24.75	2	100.00%	49.50	40	50.00%	24.75	35	50.00%	24.75			
Land Surveyor II	40.75	0.0																	
Land Surveyor I	31.63	75.0	48.08%	15.21							40	50.00%	15.82	35	50.00%	15.82			
Eng Tech V	64.13	0.0																	
Eng Tech IV	44.89	0.0																	
Eng Tech III	38.20	0.0																	
Eng Tech II	38.31	0.0																	
Eng Tech I	25.00	0.0																	
Landscape Arch	47.75	0.0																	
Environ Consultant I	34.50	0.0																	
Admin II	35.00	0.0																	
Admin I	29.50	0.0																	
		0.0																	
		0.0																	
		0.0																	
TOTALS		156.0	100%	\$41.05	4.0	100.00%	\$54.89	2.0	100%	\$49.50	80.0	100%	\$40.57	70.0	100%	\$40.57	0.0	0%	\$0.00



Proposal for Professional Consulting Engineering Services

Saddlebrook Watermain, Storm Sewer, and Roadway Improvements

Village of Oak Brook

SECTION 9

Cover Letter

Project Understanding and Approach

Key Personnel

Representative Projects

Project Schedule

Cost Estimate of Consultant Services

Direct Costs and Subconsultant

Expenses Table

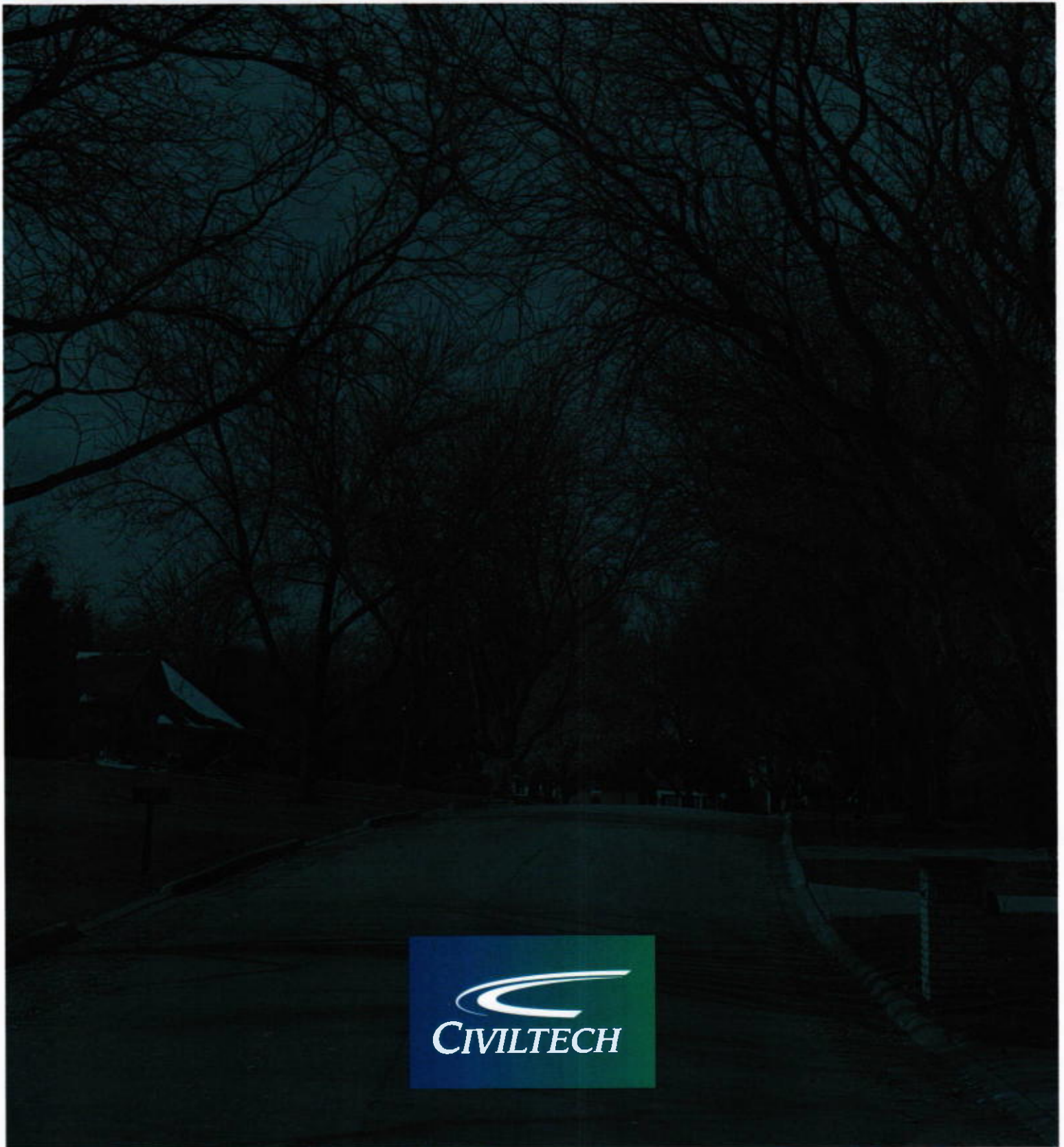
Subconsultant Qualifications

Attachments

ATTACHMENT A

PROPOSAL SUBMITTED BY Civiltech Engineering, Inc.

DATED November 17, 2025



ATTACHMENT B

INSURANCE REQUIREMENTS

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

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

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

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

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

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

- D. General Liability and Automobile Liability Coverage -

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

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

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

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

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

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

#1 Civiltech Engineering, Inc.

\$625,163.83

#2 Thomas Engineering Group, LLC

\$664,695.20

#3 BLA, Inc.	#4 Trotter and Associates
\$704,723.00	\$882,142.00

#5 Baxter and Woodman, Inc.

\$980,145.00



ITEM 9.A.6.

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

AGENDA ITEM

Board of Trustees Regular Meeting
of
December 9, 2025

SUBJECT: Award of Agreement - Auditing Services

FROM: Marilyn Fumero, Finance Director

BUDGET SOURCE/BUDGET IMPACT: Various 76100 Auditing Services Accounts include \$50,890.00 in FY2026

RECOMMENDED MOTION: I move that the Village Board approve Resolution R-2329, a Resolution Awarding a Professional Services Agreement to Sikich, LLC, of Naperville, Illinois, in the amount of \$98,370.00 (\$31,830 for FY2026, \$32,780 for FY2027, and \$33,760 for FY2028) for Auditing Services, pending final attorney review and approval.

Background/History:

A Request for Proposals (RFP) for Auditing Services was posted on the Village's eProcurement portal on Wednesday, October 29, 2025. Sixteen (16) firms downloaded the RFP and four (4) firms applied to submit a proposal. Two (2) proposals were received electronically and opened on Thursday, November 13, 2025. Proposals were received from the following two (2) firms:

Sikich, LLC \$98,370.00
Crowe, LLP \$236,600.00

Staff reviewed the proposals received for consistency of the firm's approach, scope of services, and experience, and determined that Sikich, LLC. (Sikich) submitted the proposal with the best overall value to the Village. Sikich has extensive experience auditing local governments in Illinois with similar significant engagements, including the Villages of Plainfield, La Grange Park, Palatine, and Westmont. Also, Sikich audited Oak Brook under four (4) different agreements from 2001 to 2025, and staff has always been satisfied with their services.

The proposed initial agreement is for auditing services for fiscal years 2025–2027. The Village has the sole option to extend the agreement for an additional two (2) years for the auditing of fiscal years 2028–2029. Also included in the agreement is pricing for single audit services during the initial and extended terms (see attached proposal tabulation) of the agreement.

Recommendation:

Staff recommends that the Village Board approve Resolution R-2329, a Resolution Awarding a Professional Services Agreement to Sikich, LLC, of Naperville, Illinois, in the amount of \$98,370.00 (\$31,830 for FY2026, \$32,780 for FY2027, and \$33,760 for FY2028) for Auditing Services, pending final attorney review and approval.

Attachments:

1. Auditing Services Res
2. AuditingServicesAgrmnt
3. Auditing Services

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

RESOLUTION
NUMBER 2025-FI-AG-AUD-R-2329

A RESOLUTION
AWARDING A PROFESSIONAL SERVICES AGREEMENT TO
SIKICH, LLC, OF NAPERVILLE, ILLINOIS, IN THE
AMOUNT OF \$98,370.00 (\$31,830 FOR FY2026, \$32,780 FOR
FY2027, AND \$33,760 FOR FY2028) FOR
AUDITING SERVICES

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

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

Village Board

Published in pamphlet form by authority of the
President and the Board of Trustees of the Village of Oak Brook
on this 9th day of December 2025

RESOLUTION NO. 2025-FI-AG-AUD-R-2329

A RESOLUTION

AWARDING A PROFESSIONAL SERVICES AGREEMENT TO SIKICH, LLC, OF NAPERVILLE, ILLINOIS, IN THE AMOUNT OF \$98,370.00 (\$31,830 FOR FY2026, \$32,780 FOR FY2027, AND \$33,760 FOR FY2028) FOR AUDITING SERVICES

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

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

WHEREAS, on October 29, 2025, Staff posted a request for proposals for auditing services (the "Services") through the Village's e-procurement site, and whereby two proposals were received and opened on November 13, 2025;

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

WHEREAS, Staff has determined that Sikich, LLC, of Naperville, Illinois (the "Company") had submitted the proposal in the amount of \$98,370.00 (\$31,830 for FY2026, \$32,780 for FY2027, and \$33,760 for FY2028) and providing the best overall value to the Village for the Services desired, as further detailed in the Professional Services Agreement (the "Agreement") attached hereto and incorporated herein as Exhibit A;

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

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

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

Section One – Recitals

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

Section Two – Award of Agreement

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

Section Three – Authorization and Direction

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

Section Four - Other Actions Authorized

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

Section Five - Authorization of Expenditures

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

Section Six - Acts of Village Officials

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

Section Seven – Effective Date

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

Section Eight - Publication

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

Section Nine – Conflict Clause

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

Section Ten – Saving Clause

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

Section Eleven – Recording

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

PASSED THIS 9th day of December 2025.

Ayes: _____

Nays: _____

Absent: _____

APPROVED THIS 9th day of December 2025.

LAURENCE E. HERMAN,
Village President

ATTEST:

NETASHA SCARPINITI,
Village Clerk

EXHIBIT A

[Agreement]



REVIEW OF CONTRACTS

Awarding Agency:

VOB

Type of Contract:

Prof. Services

Department:

Finance

Program/Account Number:

Various Accounts

Awarded Contract Price:

\$98,370.00

Budgeted Amount:

CONTRACT AMOUNT

☐ Under \$20,000

☐ \$500,001 - \$1,000,000

☒ \$20,000 - \$500,000

☐ Over \$1,000,000

NOTES

IL-2329

Auditing Services

DEPARTMENT DIRECTOR SIGNATURE

Name:

Marilyn Turner

Date:

11/25/26

INITIAL REVIEWING ATTORNEY SIGNATURE

Name:

Date:

APPROVED BY VILLAGE MANAGER

Name:

Date:

FINAL REVIEW AS TO FORM ATTORNEY SIGNATURE

Name:

Date:

☐ Three (3) Originals signed by other party

Date/Initials _____

☐ Original provided to staff member for other party

Date/Initials _____

☐ Original provided to Official Files

Date/Initials _____

**VILLAGE OF OAK BROOK
PROFESSIONAL SERVICES AGREEMENT**

This AGREEMENT ("**Agreement**") is dated as of the ____ day of _____, 2025 ("**Effective Date**"), and is by and between the **VILLAGE OF OAK BROOK**, an Illinois municipal corporation ("**Village**"), and **SIKICH LLC, 1415 West Diehl Road, Suite 400, Naperville, Illinois 60563** ("**Consultant**").

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

SECTION 1. SCOPE OF SERVICES.

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

Base Auditing Services for the Village's 2025, 2026, and 2027 fiscal years, which services are more fully described in the Consultant's Response to the Village's Request for Proposal, dated November 11, 2025, which is attached hereto as **Exhibit B**.

B. **Term of Agreement.** The term of this Agreement shall begin on the Effective date and end after the completion and delivery to the Village of the base audits for fiscal years 2025, 2026, and 2027. The Village, in its sole discretion, may extend the Term of this Agreement for two (2) additional audit years (fiscal years 2028 and 2029) by providing the Consultant written notice.

SECTION 2. TIME OF PERFORMANCE. The Consultant shall perform the Services as mutually agreed upon by Village and Consultant, but in no event shall the Consultant provide the Village the completed annual audit later than **May 31st** of each year during the Term of this Agreement ("**Time of Performance**").

SECTION 3. COMPENSATION.

A. **Agreement Amount.** The total amount billed by the Consultant for the Services under this Agreement shall be as follows:

Fiscal Year	Base Audit
2025	\$31,830.00
2026	\$32,780.00
2027	\$33,760.00
2028 (if the Village exercises its option pursuant to Section 1. B)	\$35,110.00
2029 (if the Village exercises its option pursuant to Section 1. B)	\$36,510.00

The Consultant shall not bill, and the Village shall not be liable for any additional fees or charges without the prior express written authorization of the Village Manager.

B. **Additional Services.** The Village may, in its sole discretion, add to the Services a single audit during the Term of this Agreement. In the event that the Village exercises its option to add a single audit, the single audit shall be deemed to be part of the Services and governed by the terms of this Agreement. The total amount billed by the Consultant for a single audit shall be as follows:

Fiscal Year	Single Audit
2025	\$5,110.00
2026	\$5,260.00
2027	\$5,440.00
2028 (if the Village exercises its option pursuant to Section 1. B)	\$5,660.00
2029 (if the Village exercises its option pursuant to Section 1. B)	\$5,890.00

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

D. **Taxes, Benefits, and Royalties.** Each payment by the Village to the Consultant includes all applicable federal, state, and Village taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar

benefits and all costs, royalties, and fees arising from the use of, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Consultant.

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

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

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

SECTION 5. INDEMNIFICATION; INSURANCE; LIABILITY.

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

B. Insurance. The Consultant acknowledges and agrees that the Consultant shall, and has a duty to maintain adequate insurance, in an amount, in a form, from

companies, and pursuant to the terms, as set forth in **Exhibit A**. The Consultant's maintenance of adequate insurance shall not be construed in any way as a limitation on the Consultant's liability for losses or damages under this Agreement.

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

SECTION 6. GENERAL PROVISIONS.

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

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

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

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

any, prior to termination, not exceeding the value of the Services completed.

E. Compliance with Laws and Grants.

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

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

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

H. Notice. All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered: (1) personally; (2) by a reputable overnight courier; or by (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid.

Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of: (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Village of Oak Brook
1200 Oak Brook Road
Oak Brook, Illinois 60523
Attention: Marilyn Fumero, Finance
Director

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

Sikich
1415 West Diehl Road, Suite 400
Naperville, Illinois 60563
Attention: Anthony M. Cervini, CPA,
CFE, Principal

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

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

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

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

M. No Disclosure of Confidential Information by the Consultant. Confidential information means all material, non-public, business-related information, written or oral, whether or not it is marked that is disclosed or made available to the Consultant, directly or indirectly, through any means of communication or observation. The Consultant acknowledges that it shall, in performing the Services for the Village under this Agreement, have access, or be directly or

indirectly exposed, to Confidential Information. The Consultant shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without the express prior written consent of the Village. The Consultant shall use reasonable measures, at least as strict as those the Consultant uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subcontractors of the Consultant to execute a non-disclosure agreement before obtaining access to Confidential Information.

ATTEST:

VILLAGE OF OAK BROOK

By: _____
Netasha Scarpiniti, Village Clerk

By: _____
Gerg Summers, Village Manager

ATTEST:

SIKICH LLC

By: _____
Title: _____

By: _____
Its: _____

EXHIBIT A

Consultant Insurance Requirements

Consultant shall maintain for the term of this Agreement, and for a period of twelve months after the services is contracted for hereunder have been completed, insurance policies covering:

1. Workers Compensation and Employers Liability Insurance:
Statutory limits = \$500,000 per accident.
2. Comprehensive General Liability Insurance:
\$2,000,000 per occurrence combined single limit.
3. Comprehensive Automobile Liability Insurance:
\$1,000,000 combined single limit, any auto.
4. Professional Liability Insurance (errors and omissions):
\$2,000,000 per claim and in aggregate.
5. Umbrella or excess liability:
\$1,000,000 per occurrence. If CONSULTANT carries Comprehensive General Liability Insurance in an amount of \$2,000,000 or greater, this requirement may be waived.
6. Consultant will provide the Village with a certificate of insurance and additional insured endorsement showing the Village added to the General Liability Insurance as an additional insured.
7. Coverage shall not be suspended, voided, canceled, or reduced except after thirty (30) days prior written notice by certified mail has been given to the Village. If a standard Certificate of Insurance form is used with a cancellation clause, the words "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" will be stricken or crossed out.

EXHIBIT B

Proposal Submitted by SIKICH LLC dated November 13, 2025



Village of Oak Brook

Procurement

Rania Serences, Purchasing & Budgeting Coordinator
1200 Oak Brook Road, Oak Brook, IL 60523

[SIKICH LLC] RESPONSE DOCUMENT REPORT

GEN No. TBD

Auditing Services

RESPONSE DEADLINE: November 12, 2025 at 10:00 am

Report Generated: Thursday, November 13, 2025

Sikich LLC Response

CONTACT INFORMATION

Company:

Sikich LLC

Email:

kellen.omalley@sikich.com

Contact:

Kellen O'Malley

Address:

1415 W Diehl Road
Naperville, IL 60563

Phone:

N/A

Website:

<https://www.sikich.com/>

Submission Date:

Nov 11, 2025 3:19 PM (Central Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Respondent Submittals *

Please Upload your COMPLETE response, including any and all required forms listed in the solicitation and the corresponding attachments.

(Do not upload cost information in here)

Village_of_Oak_Brook_Proposal_2025-2027.pdf
Oak_Brook_-_Other_Information.pdf

2. I certify that I have read, understood and agree to the terms in this solicitation, and that I am authorized to submit this response on behalf of my company.*

Confirmed

PRICE TABLES

AUDITING SERVICES

Base Audit

Line Item	Description	Unit of Measure	Unit Cost
1	All Inclusive Fee for 2025 Base Audit	1	\$31,830.00
2	All Inclusive Fee for 2026 Base Audit	1	\$32,780.00

[SIKICH LLC] RESPONSE DOCUMENT REPORT
GEN No. TBD
Auditing Services

Line Item	Description	Unit of Measure	Unit Cost
3	All Inclusive Fee for 2027 Base Audit	1	\$33,760.00
4	All Inclusive Fee for 2028 Base Audit (Optional Year)	1	\$35,110.00
5	All Inclusive Fee for 2029 Base Audit (Optional Year)	1	\$36,510.00

AUDITING SERVICES

Single Audit (if necessary)

Line Item	Description	Unit of Measure	Unit Cost
1	All Inclusive Fee for 2025 Single Audit (if necessary)	1	\$5,110.00
2	All Inclusive Fee for 20256 Single Audit (if necessary)	1	\$5,260.00
3	All Inclusive Fee for 2027 Single Audit (if necessary)	1	\$5,440.00
4	All Inclusive Fee for 2028 Single Audit (if necessary) (Optional Year)	1	\$5,660.00
5	All Inclusive Fee for 2029 Single Audit (if necessary) (Optional Year)	1	\$5,890.00



SERVICE PROPOSAL

AUDIT SERVICES FOR
VILLAGE OF OAK BROOK

SUBMITTED BY:

Sikich

Kellen O'Malley
CPA, MAS
Director

630.210.3083

Kellen.OMalley@sikich.com

Anthony Cervini
CPA, CFE
Principal

630.566.8574

Anthony.Cervini@sikich.com

1415 W. Diehl Rd.
Suite 400
Naperville, IL 60563

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TRANSMITTAL LETTER

The Honorable President
Members of the Board of Trustees
Village of Oak Brook
1200 Oak Brook Road
Oak Brook, Illinois 60523

November 11, 2025

Sikich is pleased to be considered for the re-appointment as independent auditors for Village of Oak Brook (the Village). We believe that our qualifications, experience and expertise are clearly distinguishable as indicated in the following proposal. The expertise we possess in the local government industry is demonstrated by our clients' successes, our staff's involvement in the industry and our leadership roles in various government associations. Our clients receive the quality and timeliness only available from a company of our caliber.

We have received the Request for Proposal and are prepared to commit the resources necessary to provide services to the Village. We will not only perform the audit, but we will also provide governmental accounting and financial reporting expertise and technical assistance throughout the year. We understand the scope of the work to be performed and the timing requirements as specified in the Request for Proposal and are committed to performing the specified services within that timeframe.

We appreciate the opportunity to present this proposal, which is a firm and irrevocable offer for 90 days and look forward to the possibility of serving the Village.

Sincerely,



Kellen O'Malley, CPA, MAS
Director
630.210.3083
Kellen.OMalley@sikich.com



Anthony Cervini, CPA, CFE
Principal
630.566.8574
Anthony.Cervini@sikich.com

EXECUTIVE SUMMARY

SIKICH'S NUMBER ONE GOAL IS TO STRENGTHEN THE VILLAGE OF OAK BROOK. WE'LL ACHIEVE THIS BY COMBINING CUSTOMIZED SOLUTIONS WITH OUR TEAM'S DEEP EXPERTISE AND THE LATEST TOOLS AND TECHNOLOGY IN ORDER TO ACHIEVE LONG-TERM SUCCESS, AS YOU DEFINE IT.

UNDERSTANDING YOUR CURRENT CHALLENGES

Before we can make recommendations or start any engagement, it's essential that we have a full understanding of the challenges you're facing and the goals you want to achieve. We understand that you are looking to partner with a company that will keep up with the ever-changing standards from the Governmental Accounting Standards Board. We have decades of experience serving the local government industry and look forward to the opportunity to partner with you to help meet your objectives and to drive your organization forward.

DEFINING YOUR FUTURE SUCCESS

Collaboration is at the core of our work. Our priority is to serve as your trusted advisor and provide meaningful advice and support to your accounting function. The strategies we outline in this proposal are uniquely crafted for you, as we believe they will produce meaningful results and position your organization for success.

GET TO KNOW US

Sikich is comprised of one of the country's top 30 Certified Public Accounting firms and a top 10 value-added reseller of technology products. We've reached this caliber of service by investing in our people.

By prioritizing talent and arming them with innovative technology, we create a dynamic, top-notch team. Your engagement team is comprised of senior-level industry experts that will stop at nothing to exceed your expectations and help your organization succeed.

SCOPE

Our scope of services is outlined in this proposal. In addition to these services, we're committed to a synergistic, lasting relationship with the Village.

HERE TO HELP YOU UNCOVER SUCCESS

Sikich combines deep industry knowledge, dedicated client service and cutting-edge technology to drive results for our clients. Our team of more than 1,900 experts – serving clients across all 50 states – offers a range of professional services to support any need. We look forward to uncovering solutions to your challenges and supporting the lasting success of the Village.



SIKICH EXPERTS

WE LIKE SOLVING COMPLEX PROBLEMS. MOST IMPORTANTLY, **WE BASK IN THE ABILITY TO HELP OUR CLIENTS THRIVE.**

A crucial component to your success is working with a team that is completely dedicated to the government industry, ensuring that those individuals understand your challenges and what it takes to realize success. The Village will receive unparalleled levels of expertise, insights, and responsiveness from a team of senior professionals who have significant experience working with government entities. Our company offers several employee retention programs, including tuition reimbursement, CPA review and exam assistance, a computer purchase program, travel assistance and more. We have been named as a Best Place to Work for several years, both on a local and national level. We make every effort to recruit and retain quality staff. However, employee turnover is inevitable.

Your key engagement team members will be supported by staff on the company's government services team. **Please refer to the Exhibits section to read biographies of the engagement team for the Village.**



KELLEN O'MALLEY, CPA, MAS ENGAGEMENT DIRECTOR

Kellen will be the primary point of contact for the Village and will be directly responsible for all aspects of the engagement. Because we are committed to building a long-term relationship with the Village, Kellen will be actively involved in all phases of the audit process and will be available as a resource to your organization throughout the year.



LAUREN E. ALLEN, CPA, AUDIT SENIOR MANAGER

Lauren will work directly alongside the engagement principal as the secondary point of contact for the Village. Lauren will be responsible for leading the assurance team and coordinating all assurance efforts.



BRADLEY JOHNSON, CPA, MAS AUDIT SENIOR MANAGER

Bradley will be another contact for anything related to the successful audit of your organization.



RAFAL PACANEK, CPA AUDIT MANAGER

As the audit manager, Rafal will be another contact for anything related to the successful audit of your organization.





GINA KING, MPA SENIOR AUDIT MANAGER – SINGLE AUDIT

As the senior audit manager that oversees the Village's compliance requirements specific to Uniform Grant Guidance, Gina will be responsible for leading the assurance team in the field and coordinating all assurance efforts specific to the Village's single audit, if applicable.



JAMES R. SAVIO, CPA, MAS QUALITY CONTROL PRINCIPAL

The quality control principal will provide a second review of the audit workpapers and the Village's annual comprehensive financial report.



LINDSEY FISH, CPA RESOURCE PRINCIPAL

Lindsey will be available to the engagement team and serve as an additional resource for the Village.



ANTHONY CERVINI, CPA, CFE RESOURCE PRINCIPAL

Anthony will be available to the engagement team and serve as an additional resource for the Village.

ADDITIONAL PROFESSIONAL STAFF

Other professional staff assigned to the engagement will be full-time employees of the company. In addition, all professional staff assigned to government engagements meet and usually exceed the CPE requirements contained in the U.S. Government Accountability Office, Government Auditing Standards (2018). Moreover, our government staff possess a specific knowledge of local government accounting and reporting requirements and their application for local governments. This is achieved by attending at least 40 hours per year of a combination of external and internal courses.

This enables our company to staff our governmental engagements with qualified professionals in the industry, providing valuable services to our governmental clients during the audit and throughout the year. We can assure you that our professional staff would not need any "on the job accounting or financial reporting training" by your staff. Moreover, we can assure the Village the quality of staffing for a multi-year engagement, even if a change in personnel is required.



STATEMENT OF INDEPENDENCE

Sikich has evaluated its independence from the Village in accordance with generally accepted auditing standards, the Governmental Auditing Standards, 2018 revision, published by the U.S. General Accounting Office, and the AICPA Code of Professional Conduct. Based upon our evaluation, Sikich is free of any personal and external impairment with respect to the Village and is independent with respect to any non-attest services provided to the Village, both in fact and in appearance to any knowledgeable third party.

LICENSE TO PRACTICE IN ILLINOIS

Sikich CPA LLC is a licensed Public Accountant Limited Liability Company in Illinois (license #066.005528). All of the principals assigned to this engagement are licensed Certified Public Accountants (CPAs) in Illinois.



SIMILAR ENGAGEMENTS WITH OTHER GOVERNMENT ENTITIES

The following is a list of significant engagements performed last year that are similar to the engagement proposed for the Village.

NAME	TYPE OF SERVICE	CONTACT
Village of Plainfield* 24401 W. Lockport St. Plainfield, IL 60544	Audit	Traci Pleckham Assistant Village Administrator/ Management Services Director 815.439.2924 tpleckham@goplainfield.com
Village of La Grange Park* 447 N. Catherine Ave. La Grange Park, IL 60526	Audit	Larry Noller Finance Director 708.354.0225 lnoller@lagrangepark.org
Village of Palatine* 200 E Wood Street Palatine, IL 60067	Audit	Andrew D. Brown Finance Director 847.359.9018 abrown@palatine.il.us
Village of Westmont* 31 W Quincy St Westmont, IL 60559	Audit	Allen Altic, CPA Finance Director 630.681.6231 aaltic@westmont.il.gov
City of Batavia* 100 N Island Ave Batavia, IL 60510	Audit	Peggy Colby Finance Director 630.454.2030 pcolby@bataviail.gov

* These governments participate in GFOA's Certificate of Achievement for Excellence in Financial Reporting Program.

**Single Audits of Federal Expenditures were performed for the Village of Plainfield, Village of Palatine, City of Batavia and many others.

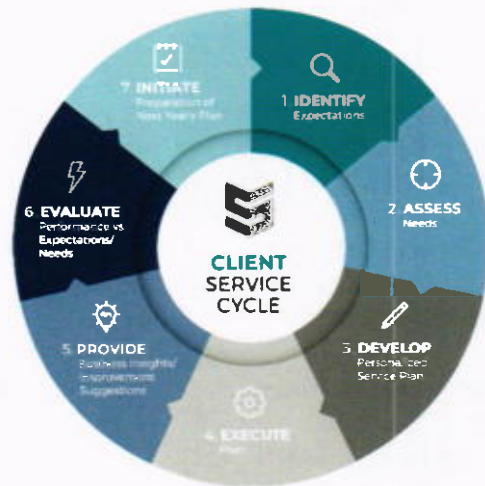


OUR CLIENT SERVICE APPROACH

COLLABORATION IS A TWO-WAY STREET

We work closely with you from the start. From setting expectations to executing the plan and preparing for next year, communication and collaboration are always front and center.

- Our approach starts with obtaining an understanding of your expectations and your operational and strategic objectives. We will design our approach to exceed your expectations.
- We utilize our experience to ensure that your engagement is tailored to the risks inherent in your organization and the environment in which you operate, with eyes on identifying financial and operational improvements.
- Communication is key to collaboration; we will seek to avoid any surprises and keep you apprised of our progress and any findings on a timely basis.



OUR AUDIT APPROACH

At the core of our business, we have been and always will be an organization with a focused audit methodology supported by a robust technology platform. We're proud to boast the latest technological resources, world-class subject-matter experts and sought-after credentials to support your audit team.

Measure twice and cut once. Sound planning on the front-end of the engagement allows our team to plan and create efficiencies that benefit you. Our multi-faceted approach will begin prior to your year-end with certain preliminary and planning procedures, such as an internal controls assessment and documentation, tests of controls and audit correspondence. The conclusion of our planning efforts will be the development of detailed audit programs for all significant elements of the financial statements, as well as significant compliance matters. Our detailed audit programs will include procedures designed to obtain maximum audit efficiencies. The second phase, our substantive fieldwork, will be performed after year-end on a schedule that is flexible to your needs and reporting requirements.



Sikich's audit approach includes, but is not limited to, the following procedures:

- Audit plan development
- Determination of materiality
- Audit risk evaluation
- Interviews with management to provide information for detailed documentation of the internal control structure
- Interviews and analysis of audit evidence to identify and assess risks that may result in material misstatement due to fraud
- Measurement of accounting presentation and compliance reporting by identifying and focusing on areas sensitive to organizations like the Village
- Performance of testing to evaluate your organization's internal control structure
- Confirmation of various accounts, performance of substantive testing and analytical procedures

AUDIT STANDARDS

The objective of our audit is to issue an unmodified opinion on the Village's governmental activities, business-type activities, each major fund and the aggregate remaining fund information that collectively comprise the Village's basic financial statements. The audit will be conducted in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants, and, if necessary, generally accepted government auditing standards issued by the United States Government Accountability Office (GAO, 2018), the Single Audit Act of 1996 and the Uniform Guidance. We will issue an opinion on the basic financial statements and will subject the combining and individual fund financial statements and schedules and any other supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole.

In addition, we will apply certain limited procedures to the Required Supplementary Information. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

We will not audit the introductory or statistical sections of the annual comprehensive financial report and accordingly, will not express an opinion on the information contained in these sections.

Wherever possible, we will utilize your schedules to maximize efficiencies and contain audit costs. We request that the Village provide us with the basic information required for our audit.



PRACTICAL AND CONSTRUCTIVE MANAGEMENT LETTER COMMENTS

We believe the management letter is an important part of the engagement, and we encourage all members of our engagement team to give thoughtful consideration toward developing constructive comments within the constraints of the overall engagement. Our policies regarding management letters adhere to the Professional Standards of the AICPA. If significant deficiencies and material weaknesses in internal controls are noted during the audit, they are required to be communicated in writing to those charged with governance. Items of an immaterial nature (i.e., clerical problems, minor procedures or reporting problems, etc.) are communicated to management. In both cases, we adhere to a strict company policy that all comments and recommendations are discussed in preliminary form with appropriate personnel prior to their communication. This allows for clarification of misunderstandings, miscommunication or compensating controls or factors which may be in place.

QUALITY CONTROL

At Sikich, we are committed to providing the highest quality audits in the industry. The Village can be assured of receiving the highest level of quality and ethical professional services. Quality control is so important to us that our company has been a member of the Private Companies Practice Section of the Division for CPA Firms of the AICPA since our formation in 1982. As such, we have voluntarily submitted our audit and accounting practice to quality control reviews of our compliance with professional standards as established by the AICPA and, more recently, by the United States Government Accountability Office, for more than 30 years. Since our company's inception, our CPA firm and its predecessor parties have received unmodified ("pass") peer review reports. As required by professional standards, we undergo a peer review every three years. A "pass" peer review report is the highest level of recognition conferred upon a public accounting firm for its quality control systems. Also, we go beyond the external reviews and maintain strong internal reviews of procedures and processes with oversight by our Quality Assurance Committee. Please refer to the Exhibits section for a copy of our most recent peer review which included a review of specific government engagements since this accounts for a significant segment of our practice.

In addition, our reports have been reviewed by numerous federal and state oversight bodies and professional organizations. Sikich has not been the subject of any disciplinary action or inquiry during the past five years. Sikich is a member of the AICPA's Governmental Audit Quality Center (GAQC), which is a company-based voluntary membership center designed to promote the importance of quality governmental audits and the value of these audits to purchasers of government audit services. As a member of the GAQC, Sikich has access to key information and comprehensive resources that we use to help ensure our compliance with appropriate professional standards and laws and regulations that affect our audits. Through our membership in the GAQC, we also adhere to membership requirements designed to enhance the quality of our audit practice.



WHY SIKICH

WE STAND OUT IN OUR INDUSTRY AND WE ARE PROUD OF THAT FACT. WHAT STARTED IN HUMBLE BEGINNINGS AS A SMALL ACCOUNTING FIRM HAS GROWN INTO AN INDUSTRY-LEADING, TECHNOLOGY-ENABLED COMPANY OF THE FUTURE. AND WE'RE NOT LETTING OFF THE GAS.

IN SHORT, HERE'S WHAT WE BRING TO YOU:

INDUSTRY EXPERIENCE

Sikich's local government team provides services to more than 450 units of government. Many of these have been long-standing clients and are evidence of our dedication to the local government industry and our ability to provide high quality, timely services within this specialized industry. These clients and related work have enabled our company to develop an extensive nationally recognized expertise in governmental accounting, auditing and financial reporting procedures and practices.

Senior members of our government services team presently hold memberships and are actively involved in numerous governmental organizations, including:

- AICPA Government Audit Quality Center
- American Institute of Certified Public Accountants (AICPA)
- GFOA Special Review Committee (SRC)
- Government Finance Officers Association of Missouri (GFOA-MO)
- Government Finance Officers Association of the United States and Canada (GFOA)
- Illinois CPA Society Governmental Report Review Committees
- Illinois Government Finance Officers Association (IGFOA) Technical Accounting Review Committee
- Illinois City/County Management Association (ILCMA)
- Illinois CPA Society (ICPAS)
- Illinois Government Finance Officers Association (IGFOA)
- Illinois Municipal Treasurers Association (IMTA)

ACCESS TO SENIOR RESOURCES

You will gain confidence in your operations by working with a team of articulate professionals who have received the highest recognition in their fields. To demonstrate the importance of our relationship, we pledge to provide you with unparalleled access to our most senior resources. Our principals are available year-round for direct consultation as issues occur.



360 DEGREE VIEW

Many professional services companies look alike, but we pride ourselves in being different. We bring 360 degrees of business acumen to our approach, which means you have access to experts in a multitude of disciplines. Our teams don't just care about providing timely work product, we care about your organization's goals, your legacy, your people—and we have a deep bench of experts to help with any challenge you have. Nothing makes us happier than to see our clients succeed and your organization flourish.

A COMPANY ROOTED IN CORE VALUES

Our dynamic work culture fosters learning, growth and innovation, attracting top-notch team members who see the big picture. Sikich's culture is built on a flexible, trusting work environment and the key pillars of Absolute Integrity, Bias for Action, Continuous Innovation and Servant Leadership. We believe our people are our greatest asset and work hard to ensure that all team members feel empowered, comfortable and valued.

ACCESS TO EDUCATION

The Village will remain aware of regulatory changes and best organizational practices as Sikich's team receives ongoing continuing education they will directly apply to the Village's engagement. We accomplish this by anticipating your needs based on our experience with you and your industry and using a variety of communication channels: timely responses to your questions; informal discussions; thought leadership on topics of interest to you; and relevant seminars, all of which are complimentary for our clients. Past topics of thought leadership have included:

- Governmental Accounting and Financial Reporting Update
- GASB Statement No. 87 Leases
- GASB Statement No. 94, Public-Private and Public-Public Partnerships and Availability Payment Arrangements
- GASB Statement No. 96, Subscription-Based Information Technology Arrangements (SBITA)
- GASB Statement No. 100, Accounting Changes and Error Corrections
- GASB Statement No. 101, Compensated Absences
- GASB Statement No. 102, Risk Disclosure
- GASB Statement No. 103, Financial Reporting Model Improvements
- Accounting & Report for Cash and Investments
- Preparing a Management's Discussion and Analysis
- Capital Assets including Asset Retirement Obligations and Impairments
- Long-Term Debt and Leases
- Financial Reporting Entity
- Accounting for Insurance and Employee Benefits
- Payroll Reporting for Government Entities
- Year-End Payroll Updates
- Leveraging AI in Human Resources
- Fraud and Internal Controls
- Fraud and Cybersecurity in the Remote Environment
- Workforce Violence Prevention Fundamentals



IT'S PERSONAL FOR US

We approach every engagement with a dedicated team, built from our deep bench of industry experts and designed for optimal performance. We treat our clients like family and build relationships that survive the test of time. Don't believe us? Ask our clients!

EXPERIENCE IN GOVERNMENT OPERATIONS

Because of our large, diverse client base and our ability to attract talent from a variety of professional backgrounds, Sikich has an established reputation as one of the leading providers of professional services governmental entities. Our team of professionals specializes in the management, operations and financing of general-purpose local governments. This focus and our exemplary reputation assure the Village the highest quality work and the most cost-effective delivery of services.



OUR PROACTIVE **APPROACH**

ONE OF OUR STRENGTHS AT SIKICH IS OUR NEED TO BE PROACTIVE. WE FIND POTENTIAL ISSUES BEFORE YOU HAVE TO WORRY ABOUT THEM, BECAUSE WE'RE READY WITH A SOLUTION.

INITIATIVE FOR CUSTOMIZED SOLUTIONS

One-on-one, you will receive customized solutions based on your unique needs, and only your unique needs. You will find that achieving financial stability and growth, as well as uncovering new opportunities to improve performance, is possible through the strategies that Sikich experts will recommend and on which they will educate you.

After a more thorough review of your operations and industry-specific matters, we may uncover other opportunities. As part of our ongoing service and commitment to the Village, we keep you informed of regulatory changes and best practices to ensure we identify crucial opportunities that will benefit the Village.

INITIATIVE FOR YOUR SATISFACTION

The Village' success is built upon the quality services and value you feel you receive from Sikich, which is why we will continually gauge your satisfaction to enhance our relationship. At various checkpoints during the engagement, a Sikich representative will meet with you to discuss how satisfied you have been with our services, our team and the value we provide. Areas stressed during these meetings will include:

- What can we do to make our services more valuable to you?
- What specific part of our service exceeded your expectations?
- In which areas do you feel we need improvement?
- Do you feel like a valued client?
- What is your vision for the Village?



SCOPE OF SERVICES

NOW FOR THE PART THAT YOU'VE BEEN WAITING FOR! WE'LL BRING YOU THE TEAM AND THE PROCESS TO DELIVER RESULTS, AIMING TO EXCEED EXPECTATIONS EVERY STEP OF THE WAY. **OUR SCOPE AND FEES ARE CLEAR, UP-FRONT AND ALWAYS FAIR.**

We are proposing to provide the following services to the Village as specified in the RFP:

- Audit of basic financial statements of the Village for the fiscal year ending December 31, 2025.
- Preparation of fifteen (15) bound copies and an electronic copy (.pdf) of the annual comprehensive financial report (report covers, dividers, introductory section, MD&A and certain statistical data to be provided by the Village);
- Preparation of fifteen (15) bound copies and an electronic copy (.pdf) of the management letter for the Village, communicating any material weaknesses and significant deficiencies found during the audit and our recommendations for improvement;
- Preparation of fifteen (15) copies of the Annual Financial Report (AFR) filed with the County Clerk and State Comptroller (one electronic and four bound copies);
- Preparation of fifteen (15) bound copies and an electronic copy (.pdf) of the Single Audit Report, if applicable;
- Preparation of Data Collection Form to be submitted to the Federal Audit Clearinghouse, if applicable
- Assistance in completing and filing the required application and supporting documents to apply for the Certificate of Achievement for Excellence in Financial Reporting;
- Retain workpapers for seven (7) years in accordance with company standards;
- Reporting to the Board of Trustees in accordance with generally accepted auditing standards; and
- Exit conference(s) with Village Officials to present the completed audit and related materials.



CLIENT SERVICE TIMELINE		
TIMEFRAME	EVENT	PERSON(S) ASSIGNED
PRELIMINARY PLANNING		
DECEMBER	We would meet with representatives of the Village to discuss the approach we would take during the audit, focusing on areas of particular concern to the Village as well as areas of high audit risk, and develop the time schedule for completing the subsequent phases of the audit.	The meeting would be attended by the engagement director, resource principal and engagement manager, if necessary.
PRELIMINARY FIELDWORK		
JANUARY-FEBRUARY	- We would develop an understanding and documentation of the Village's accounting and administrative controls using its accounting procedures manual, EDP documentation and by interviewing staff. - We may perform compliance testing of those controls to determine which controls, if any, that we could rely on during later phases of the audit. Sample sizes would be determined during this phase and generally would range between 25 and 60. - We would develop our planning materiality on an opinion unit basis and complete a preliminary analytical review of the Village's financial position as a whole. - We would: - Review all minutes from the meetings of the Board of Trustees and the Pension Boards; review all ordinances adopted by the Village during the year. - Review any debt agreements entered into during the year and analyze any other unique transactions entered into by the Village - Perform our fraud interviews in accordance with auditing standards. - Finalize all necessary confirmations the Village will prepare - Review all proposed client assisted work papers and the timing of preparation by the Village - Develop our audit programs for the next phase of the audit and review and document any changes to The Village's annual comprehensive financial report - Prepare the schedule for the remainder of the audit.	This phase would be completed by the engagement director, engagement manager and one professional staff.



CLIENT SERVICE TIMELINE		
TIMEFRAME	EVENT	PERSON(S) ASSIGNED
FIELDWORK		
MARCH	- We would complete all of our substantive testing of the account balances and prepare the draft of the Village's financial statements with a rough draft of the financial statements provided to the Village at the conclusion of field work. - We would also prepare the draft of the management report. - An exit conference would be held with officials from the Village to discuss the preliminary results of the fieldwork, review any proposed audit adjustments, final adjusted trial balances that agree to the financial statements and any significant findings.	This phase would be completed by the engagement director, engagement manager and one to two professional staff.
WORKPAPER REVIEW AND REPORT PRODUCTION		
MARCH-APRIL	The workpapers, drafts of all financial reports and the management letter will be reviewed by the resource principal and the quality control principal. All workpapers are reviewed by the engagement principal during phase III to ensure that all necessary information is compiled during this phase to avoid imposing upon the Village's staff after fieldwork has been completed.	This phase would be completed by the engagement director, resource principal and the quality control principal.
DRAFTS DELIVERED		
APRIL	- We will deliver a preliminary draft of the Annual Comprehensive Financial Report at the end of fieldwork. - A revised draft will be delivered by the engagement principal and reviewed in-depth with representatives of the Village within three weeks of the preliminary draft. - A revised draft, if necessary, will be delivered to the Village no later than three business days after receiving all proposed changes.	This phase would be completed by the engagement director.
COMPLETION OF AUDIT		
APRIL-MAY	- Upon approval of the drafts by the Village, we will present the signed, bound copies of the annual comprehensive financial report, the management letter and the additional reports described in this proposal. - The engagement principal will be available for meetings with representatives of The Village including the Village President, the Board of Trustees and management for formal presentations of the reports.	This phase would be completed by the engagement principal.



CLIENT SERVICE TIMELINE		
TIMEFRAME	EVENT	PERSON(S) ASSIGNED
ONGOING SUPPORT TO THE VILLAGE		
ONGOING	- Our company does not believe that the engagement ends with the exit conference. We stress that we are available throughout the year to provide technical accounting and financial reporting assistance and support to the Village. - In addition, we constantly monitor recent events in the local government industry, including new pronouncements that may impact our government clients, and communicate the effect of any proposed changes throughout the year. - Moreover, our letter of recommendations each year will alert the Village to any new pronouncements that may become effective in the next one to three years, including the potential effect that the pronouncement may have on the financial position and/or changes in the financial position of the Village.	This phase would be completed by the engagement director.

IDENTIFICATION OF POTENTIAL AUDIT PROBLEMS

Our company's approach to resolving any problems that arise during the audit is the same as our overall approach to the audit—professionalism. Professionalism in performing the audit is the cornerstone to our philosophy during all phases of the audit. Any problems encountered during the audit, except for irregularities and illegal acts, will be discussed and documented with the Village Finance Director. The timing of this discussion will provide the Village with ample time to rectify any situations that may otherwise result in the issuance of a qualified audit opinion. Irregularities and illegal acts detected or of which we become aware of will be communicated in writing to the Village Finance Director or the appropriate level as defined in our professional standards.

Our company's philosophy on additional fees and/or billings is based on an understanding between Sikich and the client of the scope of the work to be performed. We have proposed a "not-to-exceed fee" for the audit, the scope and timing of which was specified by the Village. The billings for the audit would not exceed this fee unless the Village specifically requests that the scope of the engagement be expanded and the Village and Sikich reach a mutual agreement, in writing, as to the expanded scope of the engagement and the fee, if any, for the expanded scope.

Sikich will comply with all relevant rules and regulations of authoritative bodies and the AICPA Code of Professional Conduct regarding access to our working papers and audit documentation. Reasonable requests for access will not be denied.



FEE PROPOSAL

See [Appendix A](#) for the Schedule of Audit & Professional Fees in accordance with the Village's request for proposal.

These fees assume that the Village will provide the auditors with electronic copies of adjusted trial balances by individual funds, a year-to-date general ledger with details of postings to all accounts, subsidiary ledgers that agree or are reconciled to the general ledger and will prepare certain schedules of account analysis and confirmations of account balances.

We invoice our clients on a monthly basis as services are provided. Payments for all services are due in accordance with applicable state statutes.

If the Village is also interested in an agreed-upon procedures report on internal controls, we can prepare a separate proposal.



ADDITIONAL RESOURCES & SERVICES

WITH A COMPREHENSIVE SUITE OF SERVICES, OUR AREAS OF EXPERTISE ARE OFTENTIMES COMPLEMENTARY OF ONE ANOTHER. HOW ELSE CAN WE HELP YOU STRENGTHEN YOUR VILLAGE?

Many times, the challenges for which you enlist Sikich's help may be faced more effectively by integrating several of our services. Take a look at what we offer and talk to your engagement director about how these services may complement what you are already seeking.

DISPUTE ADVISORY

Disputes of any kind or size can be difficult to handle on your own. For example, what would happen if you began suspecting employee fraud within your organization? A dispute advisory expert can handle every aspect, from insurance claim preparation and being the liaison with law authorities, to creating a fraud prevention program and improving your organization's internal controls.

THE AGENCY AT SIKICH

Position your brand for optimal coverage across your client base, industry and target audience all while telling a captivating story that builds relationships and enhances customer retention. From design and website development to media coverage and product launches, your organization deserves ample opportunity to boost brand awareness and reach a wide range of future, long-term consumers.

NOT-FOR-PROFIT SERVICES

Funding challenges, increased demand from stakeholders and changing trends and policies can make it difficult for not-for-profit organizations to reach their goals. For those common challenges and others more specific to your organization, you need a professional services partner with an industry-dedicated team to deliver the accounting, advisory and technology services that will help you work toward your mission.

TECHNOLOGY: IT SERVICES

Staying ahead of, or even simply keeping up with, continually changing and complex technology developments can be challenging. Business management software, cloud solutions, strategic information technology and IT consulting can all drive your organization toward increased productivity and profits—if implemented the right way.

TECHNOLOGY: SECURITY AND COMPLIANCE

Keeping your organization safe from data breaches and other information security concerns is critical, especially given the vast number of organizations that have been compromised in the last couple of years. Understand where the vulnerabilities in your network lie by obtaining independent, unbiased and technically qualified security assessments—from penetration testing to forensic analyses.



WORKFORCE RISK MANAGEMENT

Reduce your risk while protecting your people and enhancing the quality and performance of your workplace by creating or improving proactive violence prevention policies, programs and training. Add a layer of assurance and readiness through active threat management capabilities – both internally and through urgent expert threat support.



PROPOSAL **EXHIBITS**

WE KNOW YOU LIKELY HAVE MANY MORE QUESTIONS FOR US. TAKE A LOOK AT THE ATTACHED DOCUMENTS FOR ADDITIONAL INFORMATION ABOUT SIKICH AND THOSE WHO WILL WORK WITH YOU.

APPENDIX B – PROPOSER QUESTIONNAIRE

ENGAGEMENT TEAM BIOGRAPHIES

- Kellen O'Malley, CPA, MAS
- Lauren E. Allen, CPA
- Bradly Johnson, CPA, MAS
- Rafal Pacanek, CPA
- Gina King, MPA
- James R. Savio, CPA, MAS
- Lindsey Fish, CPA
- Anthony Cervini, CPA, CFE

SIKICH RESOURCES

LOCAL GOVERNMENT SERVICES

COMPANY PROFILE

PEER REVIEW



Appendix B – Proposer Questionnaire

FIRM NAME Sikich CPA LLC

CONTACT PERSON Kellen O'Malley, CPA, MAS

ADDRESS 1415 W. Diehl Rd. Suite
Suite 400
Naperville, IL 60563

PHONE NUMBER 630.210.3083

EMAIL ADDRESS kellen.omalley@sikich.com

WHEN ORGANIZED Sikich was established in 1982, tracing its roots to its predecessor firm founded in 1928.

WHERE ORGANIZED Headquartered in Naperville, IL

LICENSED IN ILLINOIS? Yes

NUMBER OF YEARS IN PRACTICE? 40+ years as Sikich

HAS THE FIRM EVER REFUSED TO ENTER
INTO A CONTRACT?
If yes, please submit details No

HAS THE FIRM EVER DEFAULTED ON A CONTRACT?
If yes, please submit details No

WHERE IS YOUR NEAREST OFFICE TO OAK BROOK? Naperville

HOW MANY PEOPLE ARE EMPLOYED IN THE
NEAREST OFFICE TO OAK BROOK? 250

This Business Firm is (Check One):

 X Corporation Partnership Individual

Firm Name: Sikich CPA LLC

Address: 1415 W. Diehl Rd. Suite 400
Naperville, IL 60563

Signature: *Kellen O'Malley*

Name Printed: Kellen O'Malley

Title: Director

Telephone: 630.210.3083

Date: 11/6/2025

ATTEST:

-SEAL-

SUBSCRIBED AND SWORN TO
before me this 6 day
of November 2025.

Amy A Collier
Notary Public



KELLEN O'MALLEY

CPA, MAS

Audit Director

Kellen O'Malley, CPA, MAS, is an audit director at Sikich where he began his career in 2016. He provides assurance and advisory services to a variety of clients in state and local government with a focus on cities, villages, park districts, and other special districts/entities. In his role, Kellen is responsible for managing the execution of audit engagements and supervising the audit team.

SERVICE AREAS

- Assurance & Advisory Services
- Governmental Audit & Accounting

AFFILIATIONS

- Illinois Government Finance Officers Association, GEN Committee
- Illinois CPA Society
- Wisconsin Government Finance Officers Association
- Government Finance Officers Association, Special Review Committee

EDUCATION

- Bachelor's Degree, Accounting, Illinois State University
- Master of Accounting Sciences, Illinois State University



LOCATION:

NAPERVILLE OFFICE

1415 W. Diehl Road
Suite 400
Naperville, IL 60563

P: 630.210.3083

kellen.omalley@sikich.com

LAUREN E. ALLEN

CPA

Senior Manager

Lauren E. Allen, CPA, is a senior audit manager with in-depth experience providing assurance and advisory services. Lauren focuses on serving government clients, such as cities, villages, and townships. Her areas of expertise include audit services and financial reporting.

SERVICE AREAS

- Assurance & Advisory Services
- Audit & Financial Reporting Services
- Government

AFFILIATIONS

- Illinois CPA Society

EDUCATION

- Bachelor's Degree in Accounting, North Central College
- Associate's Degree in Business, Waubensee Community College

**LOCATION:****NAPERVILLE OFFICE**

1415 W. Diehl Road
Suite 400
Naperville, IL 60563

P: 630.566.8518**F: 630.566.8401**lauren.allen@sikich.com

BRADLEY JOHNSON

CPA

Senior Audit Manager

Bradley Johnson, CPA, is a senior audit manager at Sikich, where he provides assurance and advisory services to a variety of governmental entities and manufacturing and distribution companies. Bradley is also responsible for managing the execution of audit engagements, supervising the audit team, and preparing and reviewing financial statements.

SERVICE AREAS

- Audit and Assurance Services
- Governmental Audit and Accounting
- Governmental Financial Reporting
- Manufacturing and Distribution Services

AFFILIATIONS

- Illinois CPA Society
- Illinois Government Finance Officers Association
- American Institute of Certified Public Accountants

EDUCATION

- Bachelor's Degree in Accounting, Bradley University
- Master's Degree in Accountancy, Bradley University

**LOCATION:****NAPERVILLE OFFICE**

1415 W. Diehl Road
Suite 400
Naperville, IL 60563

P: 630.328.7902**F: 630.566.8401****C: 630.391.1771**bradley.johnson@sikich.com

RAFAL PACANEK

CPA

Audit Manager

Rafal Pacanek, CPA, is an audit manager with experience working closely with government entities to meet their diverse, unique needs. Rafal provides audit, accounting and financial reporting solutions, offering a depth of knowledge in the intricacies of the industry.

SERVICE AREAS

- Governmental Audit & Accounting
- Governmental Financial Reporting

AFFILIATIONS

- Illinois CPA Society

EDUCATION

- Bachelor's Degree, Accounting, Lewis University
- Associate's Degree, Science, Moraine Valley Community College
- Certified Public Accountant (CPA)

**LOCATION:**

NAPERVILLE, IL

P: 331.229.5464

rafal.pacanek@sikich.com

GINA KING

MPA

Senior Audit Manager

Gina King, MPA, is an Senior Audit Manager at Sikich with experience auditing a variety of industries including governmental entities and not-for-profit organizations. Specifically, Gina specializes in serving community colleges, school districts, and villages. She has worked in the public accounting industry since 2014 and is responsible for performing key audit procedures and internal control evaluations, report preparation, and the supervision of audit fieldwork teams.

SERVICE AREAS

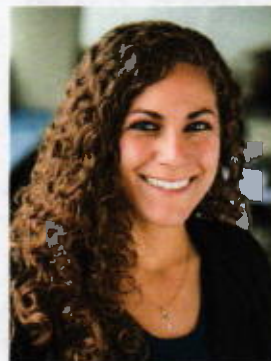
- Assurance and Advisory Services
- Governmental Audit, Accounting
- Governmental Financial Reporting
- Not-for-Profit Audit, Accounting

AFFILIATIONS

- Illinois CPA Society
- Illinois Government Finance Officers Association

EDUCATION

- Bachelor's Degree in Accounting, Illinois State University
- Master of Professional Accountancy, Illinois State University

**LOCATION:****NAPERVILLE OFFICE**

1415 W. Diehl Road
Suite 400

Naperville, IL 60563

P: 630.566.8561

F: 630.566.8401

gina.king@sikich.com

JAMES R. SAVIO

CPA, MAS

Principal

James R. Savio, CPA, MAS, is responsible for providing technical services to Sikich's governmental clients in all areas of governmental accounting, auditing, financial reporting, revenue and expenditure forecasting and cash and debt management. Jim has participated in hundreds of audits of municipalities and other governmental units since he began his career with Sikich in 1995. He has also been responsible in developing and serving as lead instructor for governmental accounting, auditing, financial reporting and cash management courses both internally and externally.

Jim serves on the Illinois Government Finance Officers Association's Technical Accounting Review Committee and the Illinois CPA Society Governmental Executive Committee. He also serves as a committee member for Sikich's mentoring program and assists in the development and implementation of Sikich's new hire training program.

SERVICE AREAS

- Governmental Audit, Accounting
- Governmental Financial Reporting

AFFILIATIONS

- American Institute of Certified Public Accountants
- Illinois CPA Society, Governmental Executive Committee
- Illinois Government Finance Officers Association
Technical Accounting Review Committee
- Greater Aurora Chamber of Commerce Leadership Academy,
Class of 1998

EDUCATION

- Master of Accounting Sciences, Northern Illinois University
- Bachelor's Degree in Accounting, Northern Illinois University

**LOCATION:**

NAPERVILLE OFFICE

1415 W. Diehl Road
Suite 400
Naperville, IL 60563

P: 630.566.8516jim.savio@sikich.com

LINDSEY FISH

CPA

Audit Principal

Lindsey Fish, CPA, is an audit principal at Sikich where she began her career in 2013. Lindsey provides assurance and advisory services to a variety of municipalities, counties, community colleges, park districts, school districts and other special districts. Lindsey is a member of the Illinois Government Finance Officers Association, serving as the Regional Coordinator for the Rock River Chapter, the Illinois Association of School Business Officials, and the Illinois Association of County Officials. She frequently speaks to these organizations on a variety of accounting, auditing and internal control topics.

SERVICE AREAS

- Governmental Audit & Accounting
- Governmental Financial Reporting

AFFILIATIONS

- Illinois CPA Society
- Illinois Government Finance Officers Association – Regional Coordinator for the Rock River Region Chapter
- Illinois Association of School Business Officials – Accounting, Auditing & Financial Reporting Professional Development Committee Member

EDUCATION

- Bachelor's Degree in Accounting, Illinois State University

**LOCATION:****NAPERVILLE OFFICE**

1415 W. Diehl Rd.
Suite 400
Naperville, IL 60563

P: 815.282.6565

lindsey.fish@sikich.com

ANTHONY M. CERVINI

CPA, CFE

Local Government Audit Leader

Anthony M. Cervini, CPA, CFE, is the Local Government Audit Leader at Sikich. Anthony is responsible for providing technical services to Sikich's governmental clients in all areas of governmental accounting, auditing, financial reporting, budget development, internal controls, revenue and expenditure forecasting, and cash and debt management.

Anthony has participated in hundreds of audits of municipalities and other governmental entities since beginning his career with Sikich in 2005. He also has been responsible for serving as lead instructor for governmental accounting, auditing, financial reporting, cash management, and internal control courses internally and throughout the Midwest.

Anthony serves as a member of the Government Finance Officers Association (GFOA) Special Review Committee and is the current Chair of the Illinois CPA Society Government Report Review Committee. Anthony previously served as a budget reviewer for the GFOA Distinguished Budget Presentation Award.

SERVICE AREAS

- Governmental Audit, Accounting
- Governmental Financial Reporting

AFFILIATIONS

- American Institute of Certified Public Accountants
- Illinois CPA Society Government Report Review Committee
Chairperson (2021-present)
GAAP Basis Reporting, Sub-Chair (2018-2020)
- Illinois Government Finance Officers Association
- Wisconsin Government Finance Officers Association
- GFOA Special Review Committee
- Naperville Area Humane Society, Treasurer (2010-2017)
- PrimeGlobal Managers' Leadership Program (2015-2016)

EDUCATION

- Bachelor's Degree in Accounting, The University of Iowa
- Master of Business Administration, Benedictine University

**LOCATIONS:****NAPERVILLE OFFICE**

1415 W. Diehl Rd.
Suite 400
Naperville, IL 60563

MILWAUKEE OFFICE

17335 Golf Parkway
Suite 500
Brookfield, WI 53045

ST. LOUIS OFFICE

12655 Olive Blvd.
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St. Louis, MO 63141

P: 630.566.8574**F: 630.499.8668**anthony.cervini@sikich.com

LOCAL GOVERNMENT RESOURCES



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LOCAL GOVERNMENT SERVICES

ACCOUNTING, AUDIT & TAX SERVICES

Government agencies experience increasing pressure to be more effective, efficient and transparent.

As a government leader, you know how important it is to find a professional services partner that can strategize, plan and implement solutions to meet the goals of your organization.

SERVICES SIKICH PROVIDES:

- Accounting, Audit, Assurance & Tax
- Business Valuation
- Fraud Services for Governments
- ERP & CRM Software
- Human Capital Management & Payroll
- Insurance Services
- IT Services
- Marketing & Communications
- Pension Fund Accounting & Consulting Services
- Retirement Planning

Whether you represent a general purpose local government or special district, Sikich will help you meet your goals by providing professional guidance in your accounting, marketing, human resources, technology and other advisory functions.

Experience unparalleled commitment and high-quality, timely services when you partner with the experts at Sikich. For more than 30 years, we have provided:

- A highly skilled staff and management team entirely dedicated to government services
- An in-depth understanding of the governmental fiscal, management, operating and regulatory environments
- Timely and cost-effective service delivery

WHO WE SERVE:

Our government clients represent a wide range of industry sectors including:

- Counties
- Cities
- Villages
- Townships
- Other Special Districts
- Pension Plans
- Park Districts
- Forest Preserve Districts
- Public Libraries
- Community Colleges
- School Districts
- Water Authorities
- Water Reclamation Districts

LOCAL GOVERNMENT AUDIT LEADER



ANTHONY CERVINI
CPA, CFE
PRINCIPAL

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WHY SELECT SIKICH?

Our team works devotedly with units of local government like yours to provide the resources required to help you focus on managing your organization, while we take care of everything behind-the-scenes.



LOCAL GOVERNMENT SERVICES

OUR EXPERTS



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Sikich practices in an alternative practice structure in accordance with the AICPA Professional Code of Conduct and applicable law, regulations, and professional standards. Sikich CPA LLC is a licensed CPA firm that provides audit and attest services to its clients, and Sikich LLC and its subsidiaries provide tax and business advisory services to its clients. Sikich CPA LLC has a contractual arrangement with Sikich LLC under which Sikich LLC supports Sikich CPA LLC's performance of its professional services. Sikich LLC and its subsidiaries are not licensed CPA firms.

"Sikich" is the brand name under which Sikich CPA LLC and Sikich LLC provide professional services. The entities under the Sikich brand are independently owned and are not liable for the services provided by any other entity providing services under the Sikich brand. The use of the terms "our company," "we" and "us" and other similar terms denote the alternative practice structure of Sikich CPA LLC and Sikich LLC.

Investment advisory services offered through Sikich Financial, an SEC Registered Investment Advisor.



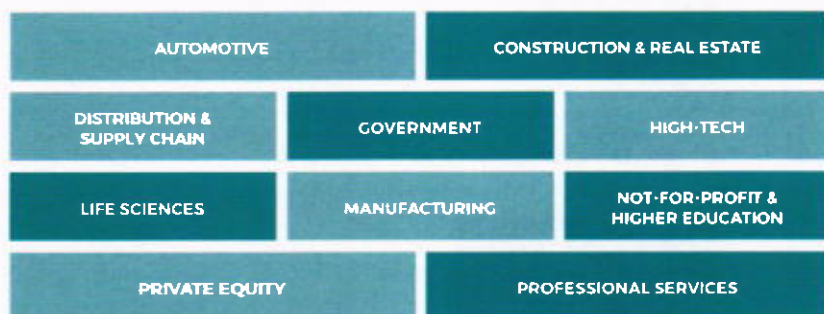


Sikich is a global company specializing in technology-enabled professional services.

Now with more than 1,900 employees, Sikich draws on a diverse portfolio of technology solutions to deliver transformative digital strategies and ranks as one of the largest CPA firms in the United States. From corporations and not-for-profits to state and local governments and federal agencies, Sikich clients utilize a broad spectrum of services and products to help them improve performance and achieve long-term, strategic goals.

INDUSTRIES

Sikich provides services and solutions to a wide range of industries. We have devoted substantial resources to develop a significant base of expertise and experience in:



SPECIALIZED SERVICES

ACCOUNTING, AUDIT, TAX & CONSULTING SERVICES

- Outsourced Accounting
- Audit & Assurance
- Consulting Services
- Employee Benefit Plan Audits
- International Tax
- Tax

TECHNOLOGY

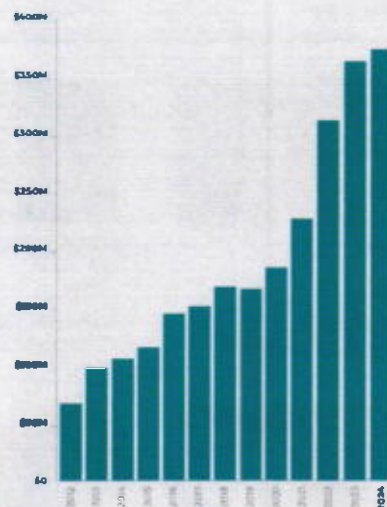
- Business Application
- Cloud & Infrastructure
- Consulting & Implementation
- Cybersecurity & Compliance
- Digital Transformation Consulting

ADVISORY

- Forensic & Valuation Services
- Governance, Risk & Compliance Services
- Human Capital Management & Payroll Consulting
- Insurance Services
- Investment Banking
- Marketing & Communications
- Retirement Plan Services
- Regulatory, Quality & Compliance
- Site Selection & Business Incentives
- Succession Planning
- Supply Chain
- Transaction Advisory Services
- Wealth Management
- Workforce Risk Management

WHO WE ARE

TOTAL PERSONNEL1,900+
2024 REVENUE\$375M



OFFICE LOCATIONS

Ahmedabad, GJ	Los Angeles, CA*
Alexandria, VA	877.279.1900
703.836.1350	Sacramento, CA*
703.836.6701	925.577.5144
Bangalore, KA	Milwaukee, WI
Boston, MA	262.754.9400
508.485.5588	Naperville, IL
Chattanooga, TN	630.566.8400
423.954.3007	Peoria, IL
Chicago, IL	309.694.4251
312.648.6666	Princeton, NJ
Cleveland, OH	609.285.5000
330.864.6661	Springfield, IL
Colombare, TN	217.793.3363
Decatur, IL	St. Louis, MO
217.423.6000	314.275.7277
Indianapolis, IN	
317.842.4466	

*Perform only Technology and Advisory services

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Securities offered through Sikich Corporate Finance LLC, member FINRA/SIPC. Investment advisory services offered through Sikich Financial, an SEC Registered Investment Advisor.

CULTURE

Our dynamic work culture fosters learning, growth and innovation, attracting top-notch team members who see the big picture. Sikich's culture is built on a flexible, trusting work environment and the key pillars of Absolute Integrity, Bias for Action, Continuous Innovation and Servant Leadership. We believe our people are our greatest asset and work hard to ensure that all team members feel empowered, comfortable and valued.



CERTIFICATIONS & AWARDS

All professional accounting staff with more than one year of experience have earned or are working toward earning the Certified Public Accountant designation. Sikich is a member of the **American Institute of Certified Public Accountants' Governmental Audit Quality Center** and the **Employee Benefit Plan Audit Quality Center**.

We adhere to the strict requirements of membership, which assure we meet the highest standards of audit quality. **In 2023, Sikich received its 12th consecutive unmodified ("pass") peer review report**, the highest level of recognition conferred upon a public accounting firm for its quality control systems.

Sikich ranks among the **top 30 firms nationally** on the **Accounting Today Top 100 Firms list**.



Sikich is among the **50 firms that place on Inside Public Accounting's 2024 Best of the Best Firms**, an exclusive list that ranks organizations on key areas of management, growth and strategic vision.



Sikich is a **Microsoft Dynamics' 2023/2024 Inner Circle** award recipient, a recognition that places Sikich in the **top 1% of all Microsoft Business Applications partners globally**.



We also maintain the **Oracle NetSuite 5 Star Award** and are among the **top three U.S. partners of Oracle NetSuite**.



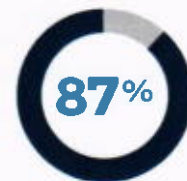
Sikich ranks on the **Redmond Channel Partner Magazine's top 350 Microsoft partners in the U.S.**, **CRN's Top 500 Managed Service Providers**, **CRN's Top 500 Solution Providers** and **Channel Futures' MSP 501**.



NET PROMOTER SCORE

The firm's overall Net Promoter Score (NPS) is 87%.

This is a measure of our clients' willingness to recommend Sikich's services and products. An NPS of 50% is considered excellent, and 70% NPS is considered world-class.





Report on the Firm's System of Quality Control

September 29, 2025

To the Partners of Sikich CPA LLC
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Sikich CPA LLC (the firm) in effect for the year ended December 31, 2024. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at <http://www.aicpa.org/prsummary>. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of the applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Audit Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans, and examinations of service organizations [SOC 1 and SOC 2 engagements].

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Sikich CPA LLC in effect for the year ended December 31, 2024, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Sikich CPA LLC has received a peer review rating of *pass*.

A handwritten signature in blue ink that reads "Anders Minkler Huber & Helm LLP". The signature is written in a cursive, flowing style.

ANDERS MINKLER HUBER & HELM LLP
Certified Public Accountants
St. Louis, Missouri

THANK YOU

Sikich is a global company specializing in technology-enabled professional services. With more than 1,900 employees, Sikich draws on a diverse portfolio of technology solutions to deliver transformative digital strategies. From corporations and not-for-profits to local governments and federal agencies, Sikich clients utilize a broad spectrum of services and products to help them improve performance and achieve long-term, strategic goals.

SIKICH.COM



Sikich practices in an alternative practice structure in accordance with the AICPA Professional Code of Conduct and applicable law, regulations, and professional standards. Sikich CPA LLC is a licensed CPA firm that provides audit and attest services to its clients, and Sikich LLC and its subsidiaries provide tax and business advisory services to its clients. Sikich CPA LLC has a contractual arrangement with Sikich LLC under which Sikich LLC supports Sikich CPA LLC's performance of its professional services. Sikich LLC and its subsidiaries are not licensed CPA firms.

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Appendix A

Village of Oak Brook, Illinois

Professional Auditing Services

Summary Schedule of Professional Fees

The proposed fees in the pricing proposal assume that the Village will provide the auditors with electronic copies of adjusted trial balances by individual funds, a year-to-date general ledger with details of postings to all accounts, subsidiary ledgers that agree or are reconciled to the general ledger and will prepare certain schedules of account analysis and confirmations of account balances.

These fees do not include the cost to implement future GASB pronouncements that may impact the Village. These fees, if applicable, would be negotiated in advance of the fiscal year in which implementation is required.

If a Single audit is not required and a Generally Accepted Government Auditing Standards opinion is required for the State of Illinois Grant Accountability and Transparency Act (GATA) compliance, we will negotiate this fee separately.

SCHEDULE OF HOURLY RATES

PERSONNEL	RATES
Principals	\$340
Director	\$310
Manager	\$270
Senior	\$180
Staff	\$160
Associate	\$160
Clerical	\$130
Intern	\$90

These fees reflect a 30% discount on our standard billing rates. Depending on the nature and timing of the work requested, these rates may vary but would not exceed the amounts quoted above. These rates are subject to annual increases each year on January 1.

Auditing Services			Sikich LLC	Crowe LLP
Line Item	Description	Unit of	Unit Cost	Unit Cost
1	All Inclusive Fee for 2025 Base Audit	1	\$31,830.00	\$75,800.00
2	All Inclusive Fee for 2026 Base Audit	1	\$32,780.00	\$78,800.00
3	All Inclusive Fee for 2027 Base Audit	1	\$33,760.00	\$82,000.00
3 YEAR TOTAL			\$98,370.00	\$236,600.00
4	All Inclusive Fee for 2028 Base Audit (Optional Year)	1	\$35,110.00	\$85,300.00
5	All Inclusive Fee for 2029 Base Audit (Optional Year)	1	\$36,510.00	\$88,700.00
6	All Inclusive Fee for 2025 Single Audit (if necessary)	1	\$5,110.00	\$6,000.00
7	All Inclusive Fee for 2026 Single Audit (if necessary)	1	\$5,260.00	\$6,300.00
8	All Inclusive Fee for 2027 Single Audit (if necessary)	1	\$5,440.00	\$6,600.00
9	All Inclusive Fee for 2028 Single Audit (if necessary) (Optional	1	\$5,660.00	\$7,000.00
10	All Inclusive Fee for 2029 Single Audit (if necessary) (Optional	1	\$5,890.00	\$7,300.00



ITEM 9.A.7.

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

AGENDA ITEM

Board of Trustees Regular Meeting
of
December 9, 2025

SUBJECT: Award of an Agreement - Actuarial Services

FROM: Marilyn Fumero, Finance Director

BUDGET SOURCE/BUDGET IMPACT: \$24,500 in account 211-77150 (Actuarial Services) for FY2026

RECOMMENDED MOTION: I move that the Village Board approve Resolution R-2330, a Resolution Awarding a Professional Services Agreement to The Howard E. Nyhart Company, Inc., of Indianapolis, Indiana, in the amount of \$69,700 (\$24,500 for FY2026, \$20,700 for FY2027, and \$24,500 for FY2028) for Actuarial Services, pending final attorney review and approval.

Background/History:

A Request for Proposals (RFP) for Actuarial Services was posted on the Village's eProcurement portal on Thursday, October 30, 2025. Ten (10) firms downloaded the RFP and two (2) firms applied to submit a proposal. Two (2) proposals were received electronically and opened on Thursday, November 13, 2025. Proposals were received from the following two (2) firms:

The Howard E. Nyhart Company, Inc.	\$69,700.00
Milliman	\$95,100.00

Staff reviewed the proposals received for consistency of the firm's approach, scope of services, and experience, and determined that The Howard E. Nyhart Company, Inc. (Nyhart) submitted the proposal with the best overall value to the Village. Nyhart has performed actuarial services for the Village's Fire and Police Pensions and Other Post-Employment Benefits (OPEB) since 2015 and staff has always been satisfied. The proposed initial agreement is for Valuation Years 2025, 2026, and 2027. The Village has the sole option to extend the agreement for valuation years 2028 and 2029. Nyhart holds its fees for Fire and Police Pension Valuations at \$8,500 each for the initial and extended terms of the agreement. The OPEB valuation pricing varies from year to year based on the testing and reporting required by GASB (see attached proposal tabulation). Nyhart will provide the Village with 30-year projections for each plan, for up to three scenarios, as requested by staff.

Recommendation:

Staff recommends that the Village Board approve Resolution R-2330, a Resolution Awarding a Professional Services Agreement to The Howard E. Nyhart Company, Inc., of Indianapolis, Indiana, in the amount of \$69,700 (\$24,500 for FY2026, \$20,700 for FY2027, and \$24,500 for FY2028) for Actuarial Services, pending final attorney review and approval.

Attachments:

1. Actuarial Srvs Res
2. ActuarialServicesAgreement
3. Actuarial Services

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

RESOLUTION
NUMBER 2025-FI-AG-ACT-R-2330

A RESOLUTION
AWARDING A PROFESSIONAL SERVICES AGREEMENT TO
THE HOWARD E. NYHART COMPANY, INC., OF
INDIANAPOLIS, INDIANA, IN THE AMOUNT OF \$69,700
(\$24,500 FOR FY2026, \$20,700 FOR FY2027, AND \$24,500
FOR FY2028) FOR ACTUARIAL SERVICES

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

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

Village Board

Published in pamphlet form by authority of the
President and the Board of Trustees of the Village of Oak Brook
on this 9th day of December 2025

RESOLUTION NO. 2025-FI-AG-ACT-R-2330

A RESOLUTION

AWARDING A PROFESSIONAL SERVICES AGREEMENT TO THE HOWARD E. NYHART COMPANY, INC., OF INDIANAPOLIS, INDIANA, IN THE AMOUNT OF \$69,700 (\$24,500 FOR FY2026, \$20,700 FOR FY2027, AND \$24,500 FOR FY2028) FOR ACTUARIAL SERVICES

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

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

WHEREAS, on October 30, 2025, Staff posted a request for proposals for actuarial services (the "Services") through the Village's e-procurement site, and whereby two proposals were received and opened on November 13, 2025;

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

WHEREAS, Staff has determined that The Howard E. Nyhart Company, Inc., of Indianapolis, Indiana (the "Company") had submitted the proposal in the amount of \$69,700 (\$24,500 for FY2026, \$20,700 for FY2027, and \$24,500 for FY2028) providing the best overall value to the Village for the Services desired, as further detailed in the Professional Services Agreement (the "Agreement") attached hereto and incorporated herein as Exhibit A;

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

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

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

Section One – Recitals

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

Section Two – Award of Agreement

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

Section Three – Authorization and Direction

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

Section Four - Other Actions Authorized

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

Section Five - Authorization of Expenditures

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

Section Six - Acts of Village Officials

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

Section Seven – Effective Date

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

Section Eight - Publication

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

Section Nine – Conflict Clause

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

Section Ten – Saving Clause

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

Section Eleven – Recording

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

PASSED THIS 9th day of December 2025.

Ayes: _____

Nays: _____

Absent: _____

APPROVED THIS 9th day of December 2025.

LAURENCE E. HERMAN,
Village President

ATTEST:

NETASHA SCARPINITI,
Village Clerk

EXHIBIT A

[Agreement]



REVIEW OF CONTRACTS

Awarding Agency:

VOB

Type of Contract:

Prof. Svcs.

Department:

Finance

Program/Account Number:

Various Accounts

Awarded Contract Price:

\$ 69,700.00 (3 Yr. Agmt)

Budgeted Amount:

\$24,500 (742026)

CONTRACT AMOUNT

☐

Under \$20,000

☐

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

☒

\$20,000 - \$500,000

☐

Over \$1,000,000

NOTES

Actuarial Services

DEPARTMENT DIRECTOR SIGNATURE

Name:

Marilyn Turner

Date:

11/24/25

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
PROFESSIONAL SERVICES AGREEMENT**

This **AGREEMENT** is dated as of the ____ day of _____, 2025 ("**Agreement**"), and is by and between the **VILLAGE OF OAK BROOK**, 1200 Oak Brook Road, Oak Brook, Illinois 60523, an Illinois municipal corporation ("**Village**"), and **THE HOWARD E. NYHART CO., INC.**, 5750 Castle Creek Pkwy, Suite 245, Indianapolis, Indiana 46250 ("**Consultant**").

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

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

A. Services.

A.1. Pension actuarial services for the Village of Oak Brook Fire Pension Fund, Police Pension Fund, and Other Post-Employment Benefits ("**OPEB**") Plan for the Village's 2025, 2026, and 2027 fiscal years, as more fully described in the attached proposal included in Exhibit B dated November 13, 2025.

A.2. Starting with the January 2025 FD Pension valuation, PD Pension valuation, and the OPEB valuation, Consultant agrees to provide the Village with 30-year projections (out to year 2055) for each plan, for up to three (3) scenarios, as requested by the Village as part of the annual valuation fees.

B. Term of Agreement. The term of this Agreement shall begin on the effective date and end after the completion and delivery to the Village of the Oak Brook Fire Pension Fund, Police Pension Fund, and Other Post-Employment Benefits ("**OPEB**") Plan for the Village's 2025, 2026, and 2027 fiscal years. The Village, at its sole discretion, may extend the Term of this Agreement for an additional two (2) year term for the Village's Fire Pension Fund, Police Pension Fund, and Other Post-Employment Benefits ("**OPEB**") Plan for fiscal years 2027 and 2028 by providing the Consultant written notice.

SECTION 2. TIME OF PERFORMANCE. The Consultant shall perform the Services as mutually agreed upon by Village and Consultant, but in no event shall the Consultant provide the Village the completed annual valuation reports later than March 15th of each year during the term of this Agreement ("**Time of Performance**").

SECTION 3. COMPENSATION.

A. Agreement Amount. The total amount billed by the Consultant for the Services under this Agreement shall be as follows:

Valuation Year	FD Pension Valuation	PD Pension Valuation	OPEB Valuation	Attend Additional Board of Trustees Meetings
2025	\$8,500	\$8,500	\$7,500	\$415/hr.
2026	\$8,500	\$8,500	\$3,700	\$415/hr.
2027	\$8,500	\$8,500	\$7,500	\$415/hr.
2028	\$8,500	\$8,500	\$3,700	\$415/hr.
2029	\$8,500	\$8,500	\$7,500	\$415/hr.

The Consultant shall not bill, and the Village shall not be liable for any additional fees or charges without the prior express written authorization of the Village Manager.

B. Payment of Agreement Amount.

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

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

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

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

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

SECTION 5. INDEMNIFICATION; INSURANCE; LIABILITY.

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

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

C. No Personal Liability. No elected or appointed official or employee of the Village shall be

personally liable, in law or in contract, to the Consultant as the result of the execution of this Agreement.

SECTION 6. GENERAL PROVISIONS.

A. Relationship of the Parties. The Consultant shall act as an independent contractor in providing and performing the Services. Nothing in or done pursuant to this Agreement shall be construed to: (1) create the relationship of principal and agent, employer and employee, partners, or joint venturers between the Village and Consultant; or (2) to create any relationship between the Village and any subcontractor of the Consultant.

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

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

D. Termination. Notwithstanding any other provision hereof, the Village may terminate this Agreement at any time upon 15 days prior written notice to the Consultant. In the event that this Agreement is so terminated, the Consultant shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed.

E. Compliance with Laws and Grants. Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses,

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

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

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

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

Village of Oak Brook
1200 Oak Brook Road
Oak Brook, Illinois 60523
Attention: Mailyn Fumero, Finance
Director

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

The Howard E. Nyhart Co., Inc.
5750 Castle Creek Pkwy, Suite 245
Indianapolis, Indiana 46250
Attention: Lawrence Watts, Jr., National
Defined Benefit Practice Leader

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

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

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

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

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

ATTEST:

VILLAGE OF OAK BROOK

By: _____
Netasha Scarpiniti, Village Clerk

By: _____
Greg Summers, Village Manager

ATTEST:

THE HOWARD E. NYHART CO., INC.

By: _____

By: _____

Title: _____

Its: _____

EXHIBIT A

Consultant Insurance Requirements

Consultant shall maintain for the term of this Agreement, and for a period of twelve months after the services is contracted for hereunder have been completed, insurance policies covering:

1. **Workers Compensation and Employers Liability Insurance:**
Statutory limits = \$500,000 per accident.
2. **Comprehensive General Liability Insurance:**
\$2,000,000 per occurrence combined single limit.
3. **Comprehensive Automobile Liability Insurance:**
\$1,000,000 combined single limit, any auto.
4. **Professional Liability Insurance (errors and omissions):**
\$2,000,000 per claim and in aggregate.
5. **Umbrella or excess liability:**
\$1,000,000 per occurrence. If CONSULTANT carries Comprehensive General Liability Insurance in an amount of \$2,000,000 or greater, this requirement may be waived.
6. Consultant will provide the Village with a certificate of insurance and additional insured endorsement showing the Village added to the General Liability Insurance as an additional insured.
7. Coverage shall not be suspended, voided, canceled, or reduced except after thirty (30) days prior written notice by certified mail has been given to the Village. If a standard Certificate of Insurance form is used with a cancellation clause, the words "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" will be stricken or crossed out.

EXHIBIT B

Proposal Submitted by The Howard E. Nyhart Co., Inc. dated November 13, 2025



Village of Oak Brook

Procurement

Rania Serences, Purchasing & Budgeting Coordinator
1200 Oak Brook Road, Oak Brook, IL 60523

[THE HOWARD E. NYHART COMPANY, INC.] RESPONSE DOCUMENT REPORT

GEN No. TBD

Actuarial Services

RESPONSE DEADLINE: November 13, 2025 at 10:00 am

Report Generated: Thursday, November 13, 2025

The Howard E. Nyhart Company, Inc. Response

CONTACT INFORMATION

Company:

The Howard E. Nyhart Company, Inc.

Email:

amanda.hacker@nyhart.com

Contact:

Amanda Hacker

Address:

5750 Castle Creek Parkway Suite 245
Indianapolis, IN 46250

Phone:

(317) 845-3619

Website:

nyhart.com

Submission Date:

Nov 13, 2025 6:32 AM (Central Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Respondent Submittals*

Please Upload your COMPLETE response, including any and all required forms included in the attached RFP document.

(Do not upload cost information in here)

Nyhart_Proposal_Village_of_Oak_Brook_IL.pdf

2. I certify that I have read, understood and agree to the terms in this solicitation, and that I am authorized to submit this response on behalf of my company.*

Confirmed

PRICE TABLES

ACTUARIAL SERVICES

Fire Department Pension Valuation

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	All Inclusive Fee for FD Pension Valuation for 2025 Calendar Year	1	Fee	\$8,500.00	\$8,500.00
2	All Inclusive Fee for FD Pension Valuation for 2026 Calendar Year	1	Fee	\$8,500.00	\$8,500.00
3	All Inclusive Fee for FD Pension Valuation for 2027 Calendar Year	1	Fee	\$8,500.00	\$8,500.00

[THE HOWARD E. NYHART COMPANY, INC.] RESPONSE DOCUMENT REPORT

GEN No. TBD

Actuarial Services

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
4	All Inclusive Fee for FD Pension Valuation for 2028 Calendar Year (Optional Year)	1	Fee	\$8,500.00	\$8,500.00
5	All Inclusive Fee for FD Pension Valuation for 2029 Calendar Year (Optional Year)	1	Fee	\$8,500.00	\$8,500.00
TOTAL					\$42,500.00

ACTUARIAL SERVICES

Police Department Pension Valuation

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	All Inclusive Fee for PD Pension Valuation for 2025 Calendar Year	1	Fee	\$8,500.00	\$8,500.00
2	All Inclusive Fee for PD Pension Valuation for 2026 Calendar Year	1	Fee	\$8,500.00	\$8,500.00
3	All Inclusive Fee for PD Pension Valuation for 2027 Calendar Year	1	Fee	\$8,500.00	\$8,500.00
4	All Inclusive Fee for PD Pension Valuation for 2028 Calendar Year (Optional Year)	1	Fee	\$8,500.00	\$8,500.00
5	All Inclusive Fee for PD Pension Valuation for 2029 Calendar Year (Optional Year)	1	Fee	\$8,500.00	\$8,500.00
TOTAL					\$42,500.00

OPEB VALUATION

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Updated OPEB Valuation for 2025 Calendar Year	1	Fee	\$7,500.00	\$7,500.00

[THE HOWARD E. NYHART COMPANY, INC.] RESPONSE DOCUMENT REPORT

undefined - Actuarial Services

[THE HOWARD E. NYHART COMPANY, INC.] RESPONSE DOCUMENT REPORT
GEN No. TBD
Actuarial Services

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
2	Updated OPEB Valuation for 2026 Calendar Year	1	Fee	\$3,700.00	\$3,700.00
3	Full OPEB Valuation for 2027 Calendar Year	1	Fee	\$7,500.00	\$7,500.00
4	Updated OPEB Valuation for 2028 Calendar Year (Optional Year)	1	Fee	\$3,700.00	\$3,700.00
5	Updated OPEB Valuation for 2029 Calendar Year (Optional Year)	1	Fee	\$7,500.00	\$7,500.00
TOTAL					\$29,900.00

RATE TO ATTEND ADDITIONAL BOARD OF TRUSTEES MEETINGS

Hourly Rate

Line Item	Description	Unit of Measure	Unit Cost
1	Hourly Rate for 2026	1	\$415.00
2	Hourly Rate for 2027	1	\$415.00
3	Hourly Rate for 2028	1	\$415.00
4	Hourly Rate for 2029 (Optional Year)	1	\$415.00
5	Hourly Rate for 2030 (Optional Year)	1	\$415.00



Village of Oak Brook

Actuarial Services
Police and Firefighters' Pension Fund Valuations
OPEB Valuation

Submitted By:

The Howard E. Nyhart Co., Inc.
5750 Castle Creek Pkwy STE 245
Indianapolis, IN 46250
General (317) 845-3500
Toll-Free (800) 428-7106
Website www.nyhart.com

Proposal Contact

Lawrence Watts, FSA, CFA, EA, MAAA
(770) 405-0757
lawrence.watts@nyhart.com

Transmittal Letter

November 11, 2025

Village of Oak Brook
1200 Oak Brook Road
Oak Brook, IL 60523

Dear Village Board of Trustees,

We are honored to have served the Village of Oak Brook and thank you for considering our proposal to provide actuarial services. With ten years of experience working with the Village and more than four decades dedicated to public-plan service, we possess a thorough understanding of the required scope and are well-equipped to continue to deliver the services your organization seeks.

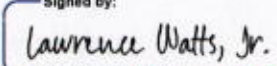
Nyhart's experienced consultants and industry-leading tools have helped the Village manage its compliance obligation for years:

- We have met all deadlines and service expectations expressed by the Village.
- Our results have yielded no surprises, and our work is free from hidden or *add-on* fees.
- We have communicated with the Village frequently and in a transparent manner.
- The Village is well aware of our scope and quality of services and can expect a commitment to continuous enhancement.
- While not part of our prior engagement, we have the expertise to either partner with the Village to complete benefit calculations or expand to broader outsourcing of pension administration.
- We are well familiar with the Village's retiree OPEB benefits, pension plans, accounting staff, and internal practices. This familiarity fosters ongoing consistency and trust between both parties.
- We have considerable historical data and claims information which can be efficiently accessed for assumption studies and *what-if* modeling.
- The Village of Oak Brook benefits from our experience with a large network of clients enabling us to stay current with trends in benefit design and strategy.
- The Village can avoid issues and delays caused by transition to advisors using different actuarial processes and assumptions.

Nyhart understands that any award will depend on meeting RFP requirements, submitted materials, and the Village Board's discretion. Nyhart confirms all information is accurate and complete and that the Village Board may reject any proposal or waive technicalities.

We know your business must be continually earned, and we are committed to continued excellence in customer service and to continuous improvement in the support we provide the Village. We sincerely hope to be able to continue our relationship. Please contact us with any questions.

Sincerely,

Signed by:

3EF90AB868A4411
Lawrence Watts, Jr., FSA, EA, FCA, CFA, MAAA*
National Practice Leader of Defined Benefit
P (770) 405-0757 | E lawrence.watts@nyhart.com

*Lawrence Watts is authorized to bind the firm and comments made herein. Please find supporting documentation in the appendix.

Proposal Statement

A. Contact Information

1. Name of Proposer

Legal Name: The Howard E. Nyhart Co., Inc.

DBA: Nyhart, part of FuturePlan by Ascensus

2. Nyhart HQ and Service Address

Nyhart HQ: 5750 Castle Creek Parkway Suite 245 Indianapolis, IN 46250

Main Phone: (317) 845-3500

Fax: (317) 845-3654

Email: ask@nyhart.com

Website: www.nyhart.com

Service Location: Nyhart is headquartered in Indianapolis with staff concentrated in seven strategic locations nationwide. Since 2020, we have adapted to a 100% hybrid/virtual atmosphere. Virtual meetings have effectively replaced in-person meetings with no loss in service value; however, we have resumed travelling for consultation and will, of course, accommodate your preference. Nyhart consultants and support staff are available to you via email, phone, and virtual meetings at your request without much lead time.



B. List of Qualifications and Required Licensing

1. General information about the Proposer, its history, and services

Nyhart Overview; History & Growth

Founded in 1943 in Indianapolis, The Howard E. Nyhart Co., Inc. began as a small family firm and has grown into a nationally recognized actuarial and consulting provider. Nyhart now serves over 1,100 actuarial clients across all 50 states, with client assets exceeding \$20B. In late 2019, Nyhart became part of FuturePlan by Ascensus, marking a strategic alignment that expanded our reach and resources while maintaining our high-touch service model.

Alignment with Ascensus

Nyhart's integration into FuturePlan by Ascensus provides:

- Access to 45,000+ plan sponsors, 1.9 million participants, and \$104 billion in assets under administration
- Shared infrastructure for compliance, IT, and HR, including centralized hiring policies and performance management systems
- Technical support and application resources via FuturePlan's national platform, including portals for nyPAS, participant access, and reporting tools

This relationship enhances Nyhart's ability to deliver scalable, secure, and innovative solutions while preserving its boutique service ethos.

Products & Services

Defined Benefit Consulting & Administration	Healthcare Actuarial Consulting
Valuation Services (Funding & Accounting)	Valuation Services (Funding & Accounting)
Long-Term Cost & Sustainability Projections	Retiree Health Long-Term Cost Projections
Plan Design Work & Peer Benchmarking	Plan Design Consulting
Experience Studies & Consulting on Plan Governance	Experience Studies & Consulting on Funding Policy
Risk Transfer (Plan Termination, Annuity Purchases, Lump Sum Windows)	Rate Setting, Design Modeling, and IBNR Reserving for Self-Insured Plans
Pension Administration Software & Online Web Portal (nyPAS platform)	ACA Minimum Actuarial Value Determination
Benefit Statements and Plan Administration	Medicare Part D Subsidies and Creditable Coverage Determination
Employee Benefits Consulting & Participant Education	

2. Resumes and Key Personnel

The Village's incumbent actuarial team remains intact and will continue to provide the requested actuarial services.

Team Member	Experience	Role
Pension Team		
Matt Branding FSA, EA, CERA	17 years	Relationship Manager , Senior Actuarial Consultant
John Toweson ASA	6 Years	Project Manager, Actuarial Consultant, Peer Review
Clark Owens	3 Years	Actuarial Analyst
OPEB Team		
Andrew Smith ASA, MAAA	6 years	Relationship Manager , Senior Actuarial Consultant
Cody Kocher FSA, MAAA	8 years	Project Manager, Actuarial Consultant, Peer Review
Benjamin King	1 Year	Actuarial Analyst

Project Organization of Key Persons

Matt Branding and Andrew Smith will continue as **Relationship Managers**, providing project oversight and acting as a primary points contact for the Village. The Project Managers are responsible for ensuring that services are executed accurately and in a timely manner while the Actuarial Analysts input draft data and run the first draft of the report.

Once we have the Village's comments and requested changes, the report is updated and again reviewed by your team of actuaries. The report will be reviewed by at least two credentialed actuaries before it is finalized.

Actuarial Analysts

Sends Data Request
Handles Input of Data into System
Programs System for Report
Runs Report
Proofs Report



Project Manager | Valuation Actuary

Proofs Data
Proofs Data Input
Proofs Report
Presents Report to the Client



Relationship Manager | Consulting Actuary

Handles Communication with the Client
Works with the Client
Presents Report to the Client

Pension Team



Matt Branding
FSA, EA, CERA

Actuarial Consultant
E | matt.branding@nyhart.com
P | 317-845-3607 | 636-485-7798 F | 317-845-3654
A | Remote - Kansas

Matt Branding has been with Nyhart since 2021 and is an Actuary in Nyhart's Defined Benefit Practice with 17 years of experience. He consults with clients in different sectors on a variety of issues with a focus on defined benefit plans. Matt is a key contributor to overall project execution and quality, development of actuarial staff, and building relationships with potential clients and partners.

He earned his bachelor's degree in actuarial science and accounting from Drake University.

Actuarial Credentials: Fellow of the Society of Actuaries, an Enrolled Actuary, and a Chartered Enterprise Risk Analyst.



John Toweson
ASA

Actuary
E | john.toweson@nyhart.com
P | 317-845-3648 | 800-428-7106 F | 317-845-3654
A | Remote - Illinois

John Toweson is an Actuary in Nyhart's Defined Benefit practice and has been with Nyhart since 2019. John consults with clients in different sectors on a variety of issues with a focus on defined benefit plans. He is a key contributor to overall project execution and quality, development of actuarial staff, and building relationships with potential clients and partners.

He earned his bachelor's degree in actuarial science and applied Statistics from Purdue University.

Actuarial Credentials: Associate of the Society of Actuaries



Clark Owens

Actuarial Analyst
clark.owens@nyhart.com
P | 317-845-3648 | 800-428-7106 F | 317-845-3654
A | Remote – North Carolina

Clark Owens joined Nyhart in 2022 as an Actuarial Analyst in the Defined Benefit Practice. He has 3 years of experience working with public and private clients on annual valuations, accounting disclosures, and benefit administration for various plans. Clark earned his bachelor's degree in actuarial science from Appalachian State University and is currently studying to be an Associate of the Society of Actuaries.

OPEB Team



Andrew Smith
ASA, MAAA

Actuarial Consultant

E | andrew.smith@nyhart.com

P | 317-845-3510 | 800-428-7106 F | 317-845-3654

A | Remote - Georgia

Andrew Smith joined Nyhart in 2022 and has six years of experience working with Healthcare and Pension plans. He is an Actuary in Nyhart's Healthcare Practice and consults with public and private clients on a variety of issues with a focus on retiree healthcare and employee benefit plans. Andrew is a key contributor to quality project execution and building relationships with potential clients and partners.

He earned his bachelor's degree in mathematics from Emmanuel College, GA.

Actuarial Credentials: Associate of the Society of Actuaries | Member of the American Academy of Actuaries



Cody Kocher
FSA, MAAA

Actuarial Manager

E | cody.kocher@nyhart.com

P | 317-845-3603 | 800-428-7106 F | 317-845-3654

A | Hybrid - 5750 Castle Creek Parkway, STE 245 Indianapolis, IN 46250

Cody joined Nyhart in 2017 and is a valuable member of the Healthcare Practice. With eight years of industry experience, he consults with public and private clients on a variety of issues with a focus on retiree healthcare and employee benefit plans. Cody is a key contributor to overall project execution and quality, development of actuarial staff, and building relationships with potential clients and partners.

He earned his Bachelor of Science Degree in Actuarial Science from Ball State University in 2017.

Actuarial Credentials: Fellow of the Society of Actuaries | Member of the American Academy of Actuaries



Benjamin King

Actuarial Analyst

E | Benjamin.King@nyhart.com

P | 317-845-3587 | 800-428-7106 F | 317-845-3654

A | Remote - Massachusetts

Ben joined Nyhart in 2025 and is an actuarial analyst in Nyhart's healthcare practice. Ben assists in data entry, client communications and OPEB reporting. He earned his bachelor's degree in mathematics from Bridgewater State University and is a veteran of the United States Navy. He is actively pursuing his actuarial credentials.

3. Proposed Assumptions for Comparable Evaluation

As the current actuary for the Village of Oak Brook, Nyhart leverages deep familiarity with your plans and historical data to ensure continuity and informed guidance.

Assumption Review & Collaboration

We thoroughly review prior assumptions for appropriateness, discuss any outliers with Village staff, and recommend updates as needed. The Village is actively involved in setting experience-based, tailored assumptions for retiree health care programs.

Customized, Plan-Specific Approach

Assumptions are customized for each plan, considering provisions, asset allocation, historical returns, and pay increases. We recommend a formal review every 3–5 years to maintain accuracy. For the Fire and Police pension funds, we review and leverage the Firefighters' Pension Investment Fund Actuarial Experience Study and the Illinois Police Officers' Pension Investment Fund Actuarial Experience Study to develop assumptions for each respective plan.

Responsibility & Methodology

We base recommendations on historical experience, employer policies, and future trends, ensuring all assumptions are consistent and reasonable.

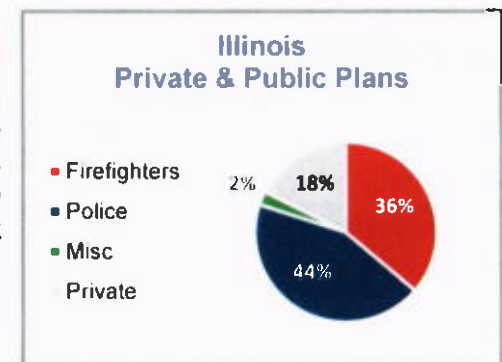
Professional Standards

Nyhart adheres to all relevant Actuarial Standards of Practice (ASOPs), including ASOPs 4, 6, 23, 27, 41, 44, 51, and 56. This guarantees transparent, reliable, and compliant actuarial guidance.

4. Reference List

Illinois Experience

Nyhart has provided actuarial service to public pension plans nationally for over 30 years. We enjoy a healthy client base in Illinois with a concentration in the public domain; perform these same services for ~60 Illinois Police and Firefighter Pension Plans today. In addition to the Actuarial Valuation Report, we provide cost projections and GASB 67/68 reporting to most of our public pension plan clients. We know the parameters that Illinois Article 3 and Article 4 plans must operate within, and we have a strong track record of helping many of these Funds plan effectively for the future. Our assistance has resulted in better-funded plans, more stable contributions, and improved understanding from key stakeholders on future plan-costs.



Listing of Illinois Police and Fire Pension Fund Accounts

Contact information is provided for references in the next section. Additional contact information for the plans listed below is available upon request.

Client	Services Provided	Client	Services Provided
CITY OF EAST PEORIA 401 W. Washington Street East Peoria, IL 61611	Actuarial since 2018 Police (\$37M) and Firefighters (\$32M) OPEB Actuarial Since 2005	CITY OF KEWANEE 401 E. Third Street Kewanee, IL 61443	Actuarial Since 2019 Police (\$11M) & Fire (\$7M)
BOURBONNAIS FPD FIREFIGHTERS 1080 Armour Road Bourbonnais, IL	Actuarial Since 2020 Firefighters (\$5M)	CITY OF BELLEVILLE 1125 South Illinois Street Belleville, IL 62220	Actuarial since 2018 Police (\$50M) and Firefighters (\$37M)

Client	Services Provided	Client	Services Provided
CITY OF FLORA 131 East Second Street Flora, IL 62839	Actuarial Since 2018 Police (\$10M) OPEB Since 2018	CITY OF SYCAMORE 308 West State Street Sycamore, IL 60178	Actuarial Since 2019 Police (\$17M) & Fire (\$18M) OPEB Since 2022
CITY OF OAK FOREST 15440 Central Avenue Oak Forest, IL 60452	Actuarial Since 2016 Police (\$33M) & Fire (\$26M) OPEB Since 2017	CITY OF VANDALIA 431 W. Gallatin Street Vandalia, IL 62471	Actuarial Since 2018 Police (\$6M)
VILLAGE OF BELLWOOD 3200 Washington Boulevard Bellwood, IL 60104	Actuarial Since 2018 Police (\$33M) & Fire (\$24M) OPEB Since 2018	CITY OF WATSEKA 201 Brianna Drive Watseka, IL 60970	Actuarial Since 2019 Police (\$5.6M)
VILLAGE OF CLARENDON HILLS 1 North Prospect Avenue Clarendon Hills, IL 60514-1292	Actuarial Since 2016 Police (\$10M) & Fire (\$2M)	VILLAGE OF FLOSSMOOR 2800 Flossmoor Road Flossmoor, IL 60422	Actuarial Since 2019 Police (\$18M) & Fire (\$3M)
VILLAGE OF LIBERTYVILLE 118 West Cook Avenue Libertyville, IL 60048	Actuarial Since 2017 Police (\$40M) & Fire (\$36M)	GODFREY PAID 6011 Godfrey Road Godfrey, IL 62035	Actuarial Since 2018 Fire (\$9.2M)
VILLAGE OF LOMBARD 255 E. Wilson Ave. Lombard, IL 60148	Actuarial Since 2019 Police (\$74M) & Fire (\$70M)	CITY OF HIGHLAND PARK 1707 St. Johns Avenue Highland Park, IL 60035	Actuarial Since 2016 Police (\$48M) & Firefighters (\$50M)
VILLAGE OF MORTON 120 N. Main Street Morton, IL 61550	Actuarial Since 2011 Police (\$17M)	VILLAGE OF MONEE 5130 W Court Street Monee, IL 60449	Actuarial Since 2012 Police (\$5M) OPEB Since 2022
VILLAGE OF MOUNT PROSPECT 50 South Emerson Street Mount Prospect, IL 60056	Actuarial Since 2017 Police (\$80M) & Fire (\$70M) OPEB Since 2017	NORTHWEST ST. CLAIR COUNTY 3407 South Belt West Belleville, IL 62226	Actuarial Since 2018 Fire (\$788K)
VILLAGE OF RIVER GROVE 2621 North Thatcher Avenue River Grove, IL 60171	Actuarial Since 2018 Police (\$12M) OPEB Since 2018	VILLAGE OF SAUK VILLAGE 21801 Torrence Avenue Sauk Village, IL 60411	Actuarial Since 2018 Police (\$6M) & Fire (\$390K)
VILLAGE OF ROMEOVILLE 1050 West Romeo Road Romeoville, IL 60446	Actuarial Since 2016 Police (\$58M) & Fire (\$14M) OPEB Since 2016	CITY OF SHELBYVILLE 170 East Main Street Shelbyville, IL 62565	Actuarial Since 2017 Police (\$4M)
VILLAGE OF BLOOMINGDALE 201 S. Bloomingdale Road Bloomingdale, IL 60108	Actuarial Since 2019 Police (\$43M) OPEB Since 2021	SIGNAL HILL 2810 Frank Scott PKWY W., STE 700 Belleville, IL 62223	Actuarial Since 2018 Fire (\$90K)
VILLAGE OF EVERGREEN PARK 9418 S. Kedzie Evergreen Park, IL 60805	Actuarial Since 2019 Police (\$57M) & Fire (\$815K)	CITY OF ST. CHARLES 2 East Main Street St. Charles, IL 60174	Actuarial Since 2022 Police (\$45M) & Fire (\$49M) OPEB Since 2020
VILLAGE OF SCHAUMBURG 101 Schaumburg Court Schaumburg, IL 60193	Actuarial Since 2019 Police (\$122M) & Fire (\$119M)	CITY OF LAKE FOREST 800 North Field Drive Lake Forest, IL 60045	Actuarial Since 2022 Police (\$43M) & Fire (\$47M)
CITY OF HIGHLAND 1115 Broadway Highland, IL 62249-01218	Actuarial Since 2017 Police (\$14M)	VILLAGE OF WEST DUNDEE 102 South Second Street West Dundee, IL 60018	Actuarial Since 2019 Police (\$15M) & Fire (\$8M) OPEB Since 2019
VILLAGE OF FREEBURG FPD 410 W. High St. Freeburg, IL 62243	Actuarial Since 2023 Firefighters (\$39k)	CITY OF ROCKFORD 425 E. State Street Rockford, IL 61104	Actuarial Since 2017 Police (\$211M) & Fire (\$166M)

Client	Services Provided	Client	Services Provided
CITY OF HAVANA 227 W. MAIN ST HAVANA, IL 62644	OPEB Since 2010	CITY OF HIGHWOOD 17 Highwood Avenue Highwood, IL 60040	Actuarial Since 2023 Firefighters (\$4M)
CITY OF PEORIA 416 FULTON STREET, SUITE 106 PEORIA, IL 61602	OPEB Since 2018	CITY OF FREEPORT 314 W. Stephenson Street Freeport, IL 61032	Actuarial Since 2024 Police (\$55M) & Fire (\$61M)
CITY OF WAUKEGAN 100 N MARTIN L KING JR. AVE WAUKEGAN, IL 60085	OPEB Since 2010	CITY OF PEKIN 111 S. CAPITAL STREET PEKIN, IL 61554	OPEB Since 2017
CITY OF ALTAMONT 202 NORTH SECOND STREET ALTAMONT, IL 62411	OPEB Since 2019		

5. Fee Schedule

The fees quoted in the portal are all-inclusive fees for the Village of Oak Brook. Unless otherwise requested, our fees will be billed in two installments. 50% of fees will be billed upon commencement of work, and the remaining 50% upon completion of work. Please note, invoices are due and payable upon receipt.

Note that under GASB 75, full OPEB valuations are required to be completed every other year. The Village last had a full valuation completed in 2024 (for FYE 12/31/2023) and is due to have another full valuation completed this year. OPEB fees shown in the portal reflect alternating full and interim valuations, beginning with a full valuation for the upcoming year.

6. Additional Information

Sample Valuation Timeline

Working within our clients' timelines is a hallmark of our commitment to service. Given that we receive timely data, we ensure deadlines are met. Our typical turnaround time is approximately 6 weeks after we receive all the necessary data to complete the valuation.

Timing*	Task	Important Comments
Week 1-2	Gather Data	• Define data requirements • Collect participant data and asset information • Complete comprehensive data reconciliation - o Check data for reasonableness - o Clarify questions
Weeks 3-4	Actuarial Valuation	• Complete liability calculations • Determine gain loss • Trace liability and cost fluctuations - o Explain causes of increases/decreases in plan costs
Week 5	Develop Reports	<u>Valuation and GASB Reports</u> • Documents calculations, assumptions, and participant data
Week 6	Final Reports	Issue final valuation reports and present results to the Village Board.

**Timing is dependent upon the accuracy of initial data collection and the client's responsiveness to Nyhart Inquiries.*

Projection Modeler

We no longer provide the projection modeler in Excel for the Police and Fire Pension Funds. We can provide 30-year projections for up to three scenarios as requested by the Village of Oak Brook as part of the annual valuation fees. The scenarios would be based on changes in assumptions, asset returns, amortization methods, and cost methods. Note that modeling any plan design changes would be considered out of scope and not included in this agreement.

C. References

Client	Contact	Summary of Service Provided
City of Rockford 425 E. State Street Rockford, IL 61104	Carrie Hagerty, Finance Director P: 779-348-7467 E: carrie.hagerty@rockfordil.gov	Since 2018 Actuarial Police & Fire Funding & GASB, plus projections & death search Assets: Police \$229M; Fire \$186M
Village of Skokie 5127 Oakton Street Skokie, IL 60077	Julian Prendi, Director of Finance O: 847-933-8246 C: 630-649-8490 E: Julian.Prendi@Skokie.Org	Since 2018 Actuarial Police & Fire Funding & GASB, past POB analysis Assets: Police \$158M; Fire \$172M
City of St. Charles 2 East Main Street St. Charles, IL 60174	Bill Hannah, Director of Finance P: 630.377.4478 E: bhannah@stcharlesil.gov	Since 2022 Actuarial Police, Fire & OPEB Funding & GASB plus projections Assets: Police \$51M; Fire \$55M
Village of Schaumburg 101 Schaumburg Court Schaumburg, IL 60193	Lisa Petersen, Director of Finance O: 847-923-4530 C: 847-343-1110 E: lhapp@schaumburg.com	Since 2019 Actuarial Police & Fire Funding (through 2022) & GASB plus periodic projections Assets: Police \$129M; Fire \$127M
City of Lake Forest 800 North Field Drive Lake Forest, IL 60045	Elizabeth Holleb, Finance Director P: 847-810-3612 E: HollebE@cityoflakeforest.com	Since 2022 Actuarial Police & Fire Funding & GASB plus projections Assets: Police \$48M; Fire \$51M
City of Highland Park 1707 St. Johns Avenue Highland Park, IL 60035	Julie Logan, Finance Director P: 847-432-0800 E: jlogan@cityhpiil.com	Since 2017 Actuarial Police & Fire Funding & GASB 67/68 plus projections Assets: Police \$48M; Fire \$50M
City of East Peoria 401 W. Washington Street East Peoria, IL 61611	Jeff Becker, Director of Finance / Treasurer P: 309-698-4715 E: jeffbecker@cityofeastpeoria.com	Since 2018 Actuarial Police & Fire & OPEB Funding & GASB Assets: Police \$37M; Fire \$32M

D. Letter

The appendix includes a signed, notarized letter attesting to the accuracy and completeness of the proposal, along with board authorization for the signer.

Appendix

Notarized Letter

Written Consent of Board Signatory

Proposers Certification

Proposer Questionnaire

Notarized Letter



Village of Oak Brook
1200 Oak Brook Road
Oak Brook, IL 60523

CERTIFICATION OF PROPOSAL

Dear Village Board Trustees:

I hereby certify that the information provided to you herewith in the enclosed Proposers Certification and Transmittal Letter, is true and complete and signed by an authorized representative of The Howard E. Nyhart Co., Inc.

Signed by:

Lawrence Watts, Jr.

11/12/2025

Lawrence Watts, Jr.

Date

National Defined Benefit Practice Leader
The Howard E. Nyhart Co., Inc.

On this 11/12/2025, before me the undersigned Notary Public, personally appeared Lawrence Watts, Jr., who is known to me as the person whose name is subscribed to the attached proposal and acknowledged that they executed the same for the purposes therein contained.

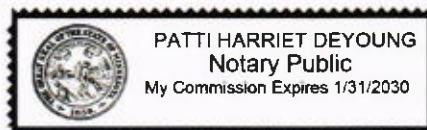
STATE OF MINNESOTA
COUNTY OF CROW WING

DocuSigned by:

Patti Harriet DeYoung

10545A2156504AC

Patti Harriet DeYoung, Notary Public



My Commission Expires: January 31, 2030

Written Consent of Board Signatory



UNANIMOUS WRITTEN CONSENT OF
THE BOARD OF DIRECTORS OF
THE HOWARD E. NYHART COMPANY, INCORPORATED
June 1, 2024

The undersigned, being all of the members of the board of directors (the "Board") of The Howard E. Nyhart Company, Incorporated, an Indiana corporation (the "Company"), do hereby authorize and adopt the following resolutions by unanimous written consent in lieu of a meeting:

BE IT RESOLVED, that, on behalf of the Company, Lawrence Watts, Jr., Danielle Winegardner, John Lee, and Malcolm Merrill are hereby authorized to execute all Company requests for proposal, proposal certifications or bids, and commit the Company contractually in connection therewith;

RESOLVED, that the officers of the Company or their designees be and hereby are directed to take all actions which any such officer or their designee shall determine to be necessary or advisable to effect these resolutions, as conclusively evidenced by any such officer or their designees taking such action;

RESOLVED, that any and all actions taken to date by the Board and the officers of the Company or their designees with respect to these resolutions be, and they hereby are, ratified, approved and confirmed as the act and deed of the Company;

RESOLVED, that this Consent may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same, including facsimile, pdf, or other electronic method; and

RESOLVED, that the execution copy of this Consent shall be filed with the minutes of the proceedings of the Company.

IN WITNESS WHEREOF, the undersigned has executed this Consent as of the date first written above.

Marc Mehlman

Joseph Dansky



Proposers Certification

Section 8. Proposers Certification

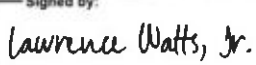
The undersigned, being first duly sworn an oath, deposes and states that he has the authority to make this certification on behalf of the proposer for the construction, product, commodity, or service briefly described as follows:

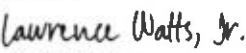
“Actuarial Services”

- 1) The undersigned certifies that, pursuant to Chapter 720, Section 5/33E of the Illinois Compiled Statutes, 1993, the proposer is not barred from bidding on this agreement as a result of a conviction for the violation of State of Illinois laws prohibiting bid rigging or bid-rotating.
- 2) The undersigned states under oath that, pursuant to Chapter 65, Section 5/11-42.1-1 of the Illinois Compiled Statutes, 1993, the proposer is not delinquent in the payment of any tax administered by the Illinois Department of Revenue.
- 3) The undersigned certifies that, pursuant to Chapter 775, Section 5/2-105. of the Illinois Compiled Statutes, 1993, the proposer has a written sexual harassment policy in place including the following information:
 - a) An acknowledgment of the illegality of sexual harassment.
 - b) The definition of sexual harassment under State law.
 - c) A description of sexual harassment, utilizing examples.
 - d) The Proposer's internal complaint process including penalties.
 - e) The legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission.
 - f) Directions on how to contact the Department or the Commission.

This Business Firm is (Check One):

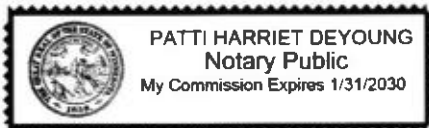
 X Corporation Partnership Individual

Firm Name: The Howard E. Nyhart Co., Inc.
Address: 5750 Castle Creek Parkway, STE 245
Indianapolis, IN 46250
Signature: 
Name: Lawrence Watts, Jr.
Printed: Lawrence Watts, Jr.
Title: National Defined Benefit Practice Leader
Telephone: (770) 405-0757
Date: 11/12/2025

ATTEST:

-SEAL-

SUBSCRIBED AND SWORN TO
before me this day
of 11/12/2025, 2025.


Notary Public



Proposer Questionnaire

Attachment F – Proposer Questionnaire

FIRM NAME	The Howard E. Nyhart Co., Inc.
CONTACT PERSON	Lawrence Watts, Jr.
ADDRESS	5750 Castle Creek Parkway
	STE 245
	Indianapolis, IN 46250
PHONE NUMBER	(770) 405-0757
EMAIL ADDRESS	lawrence.watts@nyhart.com
WHEN ORGANIZED	1943
WHERE ORGANIZED	Indianapolis, IN
LICENSED IN ILLINOIS?	Yes
NUMBER OF YEARS IN PRACTICE?	82
HAS THE FIRM EVER REFUSED TO ENTER INTO AN AGREEMENT? If yes, please submit details	No
HAS THE FIRM EVER DEFAULTED ON AN AGREEMENT? If yes, please submit details	No
WHERE IS YOUR NEAREST OFFICE TO OAK BROOK?	Indianapolis, IN
HOW MANY PEOPLE ARE EMPLOYED IN THE NEAREST OFFICE TO OAK BROOK?	~15

2026-2028 ACTUARIAL SERVICES TABULATION

	THE HOWARD E. NYHART	MILLIMAN
	<u>COMPANY, INC.</u>	
<u>2026 Fees</u>		
PD Pension Valuation	\$ 8,500.00	\$ 12,500.00
FD Pension Valuation	\$ 8,500.00	\$ 12,500.00
OPEB Valuation	\$ 7,500.00	\$ 7,500.00
Total	\$ 24,500.00	\$ 32,500.00
<u>2027 Fees</u>		
PD Pension Valuation	\$ 8,500.00	\$ 12,800.00
FD Pension Valuation	\$ 8,500.00	\$ 12,800.00
OPEB Valuation	\$ 3,700.00	\$ 3,000.00
Total	\$ 20,700.00	\$ 28,600.00
<u>2028 Fees</u>		
PD Pension Valuation	\$ 8,500.00	\$ 13,100.00
FD Pension Valuation	\$ 8,500.00	\$ 13,100.00
OPEB Valuation	\$ 7,500.00	\$ 7,800.00
Total	\$ 24,500.00	\$ 34,000.00
2026-2028 TOTAL FEES	\$ 69,700.00	\$ 95,100.00
OPTIONAL YEARS		
<u>2029 Fees</u>		
PD Pension Valuation	\$ 8,500.00	\$ 13,400.00
FD Pension Valuation	\$ 8,500.00	\$ 13,400.00
OPEB Valuation	\$ 3,700.00	\$ 3,100.00
Total	\$ 20,700.00	\$ 29,900.00
<u>2030 Fees</u>		
PD Pension Valuation	\$ 8,500.00	\$ 13,700.00
FD Pension Valuation	\$ 8,500.00	\$ 13,700.00
*OPEB Valuation	\$ 7,500.00	\$ 8,000.00
Total	\$ 24,500.00	\$ 35,400.00
Grand Total	\$ 114,900.00	\$ 160,400.00
<u>Fee to attend additional Board Meeting</u>		
2026	\$415/hr	\$475/hr
2027	\$415/hr	\$486/hr
2028	\$415/hr	\$498/hr
2029	\$415/hr	\$510/hr
2030	\$415/hr	\$522/hr



ITEM 9.A.8.

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

AGENDA ITEM

Board of Trustees Regular Meeting
of
December 9, 2025

SUBJECT: Amendments and Transfers Among Budget Line Items

FROM: Marilyn Fumero, Finance Director

BUDGET SOURCE/BUDGET IMPACT: Increasing General Fund pension expense accounts by \$4,000,000; inclusive of Police Pension expense accounts 51200 by \$2,000,000 and Fire Pension expense account 51300 by \$2,000,000.

RECOMMENDED MOTION: I move the Village Board adopt Ordinance 2025-BU-AMEND-S-1735 "An Ordinance Authorizing an Amendments And Transfers Among Budget Line Items".

Background/History:

During the course of a year, there are numerous situations that may arise that cause an account, program, or even a fund to exceed its budget. When this occurs, State statutes provide that the corporate authorities may make transfers from "one corporate object or purpose to another corporate object or purpose". Additionally, statutes provide that the corporate authorities may delegate authority to heads of municipal departments to "delete, add to, change, or create sub-classes within object classes budgeted previously to the department with the approval of the budget officer or executive officer of the municipality". The Village has defined a corporate object or purpose to be an individual program or fund. Sub-classes within object classes have been defined as accounts and categories within a budget program.

The Village Board's policy on Finance, Taxation, and Budget, prepared based on the previously mentioned statutes, outlines the following procedures for budget administration and how these variances are to be addressed:

1. That the Budget Officer, with the approval of the Village Manager, may authorize transfers of budgeted funds between accounts or between account categories within a single budget program.
2. That any transfer of budgeted funds from one budget program to another shall be subject to approval by the Board of Trustees upon the recommendation of the Village Manager.

3. That any transfer from contingency shall be subject to approval by the Board of Trustees upon the recommendation of the Village Manager.

4. That any increase in the total appropriation within any fund shall be subject to approval by the Board of Trustees upon the recommendation of the Village Manager.

The current projections for 2025 indicate an increase in the General Fund of \$2,573,210. By December 31, 2025, the General Fund cash balance is expected to reach \$41.7 million, which represents 18 months of the proposed base operating budget for 2025. The Village's policy requires a reserve balance equivalent to 6.0 months of the base operating budget.

Therefore, staff recommends that a portion of the Village's excess balance support police and fire pension contributions, in excess of requirements, including a one-time transfer of \$4,000,000 from the General Fund to the following accounts:

- \$2,000,000 to the Police Pension Fund to decrease pension liability.
- \$2,000,000 to the Fire Pension Fund to decrease pension liability.

Following this transfer, the projected cash balance of the General Fund would be \$39.7 million, or 17 months of the proposed 2026 base operating budget. This exceeds the Village's policy of 6.0 months by more than double.

The attached budget amendment outlines the proposed one-time transfer of \$2,000,000 to the Police Pension Fund and \$2,000,000 to the Fire Pension Fund during the 2025 budget year.

Recommendation:

Staff recommends that the Village Board adopt Ordinance 2025-BU-AMEND-S-1735 "An Ordinance Authorizing an Amendments and Transfers Among Budget Line Items" for increasing Police Pension Fund and Fire Pension Fund.

Attachments:

1. Budget Amendment Ordinance
2. Village of Oak Brook Budget Amendment 2025 Exhibit A

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

ORDINANCE
2025-BU-AMEND-S-1735

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

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

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

Village Board

Published in pamphlet form by authority of the
President and the Board of Trustees of the Village of Oak Brook
on this the 9th day of December 2025

ORDINANCE 2024-BU-AMEND-S-1735

AN ORDINANCE AUTHORIZING AMENDMENTS AND TRANSFERS

AMONG BUDGET LINE ITEMS

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

WHEREAS, Staff has recommended an amendment to the 2025 Budget by increasing General Fund expenditures for the transfer of surplus General Fund; and

WHEREAS, the Village President and Board of Trustees concur with and approve of the transfer.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF OAK BROOK, DU PAGE AND COOK COUNTIES, ILLINOIS that the following amendment is hereby authorized:

Section 1: The recitals above are hereby incorporated into and made a part of this ordinance.

Section 2: The General Fund budget is amended by increasing the amounts in the following accounts:

1. Account 611-51200 (Police Pension), by \$73,534
2. Account 621-51200 (Police Pension), by \$1,453,058
3. Account 631-51200 (Police Pension), by \$166,310
4. Account 632-51200 (Police Pension), by \$307,098
5. Account 700-51300 (Fire Pension), by \$1,908,374
6. Account 711-51300 (Fire Pension), by \$91,626

Section 3: This ordinance shall be in full force and effect from and after its passage and approval as required by law.

Section 4: All ordinances or parts thereof in conflict with the provisions of this ordinance be and the same are hereby repealed to the extent of such conflict.

[SIGNATURE PAGE FOLLOWS]

APPROVED THIS 9th day of December 2025.

Laurence E. Herman
Village President

PASSED THIS 9th day of December 2025.

Ayes: _____

Nays: _____

Absent: _____

ATTEST:

Netasha Scarpiniti
Village Clerk

EXHIBIT A

Village of Oak Brook
Budget Amendment
FY 2025 - 4th Quarter

Account Number	Account Name	Revenue	Expenditure	Description	Funding Source
Budget Amendment					
General Fund					
611-51200	Police Pension		73,534	Additional Contribution	General Fund Reserves
621-51200	Police Pension		1,453,058	Additional Contribution	General Fund Reserves
631-51200	Police Pension		166,310	Additional Contribution	General Fund Reserves
632-51200	Police Pension		307,098	Additional Contribution	General Fund Reserves
700-51300	Fire Pension		1,908,374	Additional Contribution	General Fund Reserves
711-51300	Fire Pension		91,626	Additional Contribution	General Fund Reserves
Total General Fund		<u>\$ -</u>	<u>\$ 4,000,000.00</u>		
Total Budget Adjustment - All Funds		<u>\$ -</u>	<u>\$ 4,000,000.00</u>		



ITEM 9.A.9.

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

AGENDA ITEM

Board of Trustees Regular Meeting
of
December 9, 2025

SUBJECT: 2026 Municipal Budget

FROM: Marilyn Fumero, Finance Director
Cari Mertes, Financial Services Manager
Rania Serences, Purchasing and Budgeting Coordinator

BUDGET SOURCE/BUDGET IMPACT: Ordinance establishing the 2026 Budget

RECOMMENDED MOTION: I move that the Village Board adopt Ordinance S-1734, and Ordinance Adopting the Budget of the Village of Oak Brook for 2026

Background/History:

The Village of Oak Brook operates under the Budget Officer Act as outlined in Chapter 24, Section 8-2-9 of the Illinois Compiled Statutes, as revised. The Act requires the Village President and Board of Trustees to adopt the annual budget prior to the beginning of the fiscal year to which it applies and provides that the budget shall serve as the Village's annual appropriation ordinance.

The Village conducted 2026 budget workshops on October 7 and November 4, 2025, to review the proposed budget and receive feedback from the Board of Trustees. The budget was made available for public inspection on the Village's website on November 30, 2025.

Notification is required by State Statute to be given at least ten (10) days prior to its passage by publication in a newspaper of a public hearing, which is held before the final action of the budget to obtain resident comments. The notification was published in the Daily Herald newspaper on November 13, 2025.

Recommendation:

Staff recommends that the Village Board adopt Ordinance S-1734, and Ordinance Adopting the Budget of the Village of Oak Brook for 2026

Attachments:

1. Ordinance Adopting 2026 Budget

2. Exhibit A 2026 Budget

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

ORDINANCE
2025-BU-EX-S-1734

AN ORDINANCE
ADOPTING THE BUDGET OF THE
VILLAGE OF OAK BROOK FOR 2026

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

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

Village Board

Published in pamphlet form by authority of the
President and the Board of Trustees of the Village of Oak Brook
on this 9th day of December 2025

ORDINANCE 2025-BU-EX-S-1734

**AN ORDINANCE ADOPTING THE BUDGET OF THE
VILLAGE OF OAK BROOK FOR 2026**

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: Findings:

The President and Board of Trustees find that the tentative annual budget of the Village of Oak Brook for 2026 has been conveniently available to public inspection for at least ten (10) days prior to its passage in pamphlet form as prescribed by the corporate authorities. A public hearing has been held prior to final action on the budget, notice of which hearing was given by publication in a newspaper having general circulation in the Village of Oak Brook, said notice having been published at least one week prior to the time of hearing. The hearing on the budget was held not less than one week after the tentative annual budget was published, by placing it on file with the Village Clerk for public inspection.

Section 2: The sums set forth for the purposes indicated in the 2026 Municipal Budget of the Village of Oak Brook attached hereto and made a part hereof are hereby budgeted to pay all necessary expenses and liabilities of the Village of Oak Brook for the fiscal period beginning January 1, 2026, and ending December 31, 2026.

Section 3: The Village of Oak Brook hereby approves and adopts the 2026 Municipal Budget as attached hereto as **Exhibit A**.

Section 4: In case of a vacancy in any office specified in this Ordinance, the Appointing Authority shall not be required to fill such office, if, in his or her judgment or discretion, there is no necessity, therefore.

Section 5: The 2026 Municipal Budget may be amended as provided by law.

Section 6: This ordinance shall be in full force and effect from and after passage and approval pursuant to law.

[SIGNATURE PAGE FOLLOWS]

APPROVED THIS 9th day of December 2025.

Laurence E. Herman
Village President

PASSED THIS 9th day of December 2025.

Ayes: _____

Nays: _____

Absent: _____

ATTEST:

Netasha Scarpiniti
Village Clerk

VILLAGE OF OAK BROOK, ILLINOIS

Budget Summaries
Fiscal Year 2026

FUND	Projected Cash Balance 12/31/2025		Budget Revenues 2026		Budget Expenditures 2026		2026 Change in Cash	Projected Cash Balance 12/31/2026
General Fund	\$	41,508,429	\$	33,178,625	\$	33,122,333	\$ 56,292	\$ 41,564,721
Special Revenue Funds								
Hotel/Motel Tax		5,922,763		2,158,500		2,403,303	(244,803)	5,677,960
Motor Fuel Tax		2,672,694		343,000		2,068,166	(1,725,166)	947,528
Capital Project Funds								
Infrastructure Fund		25,086,555		11,095,000		14,173,835	(3,078,835)	22,007,720
Enterprise Funds								
Water Works System		24,246,318		13,466,250		15,571,254	(2,105,004)	22,141,314
Sports Core		4,855,761		5,713,090		5,243,948	469,142	5,324,903
Internal Service Funds								
Insurance		(239,327)		3,745,680		3,449,134	296,546	57,219
Garage		49,355		884,273		888,511	(4,239)	45,116
Capital Replacement		77,318		1,444,680		1,254,860	189,820	267,138
TOTAL ALL FUNDS	\$	104,179,866	\$	72,029,097	\$	78,175,343	\$ (6,146,246)	\$ 98,033,620



ITEM 9.A.10.

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

AGENDA ITEM

Board of Trustees Regular Meeting
of
December 9, 2025

SUBJECT: Classification, Salary and Salary Administration Policy

FROM: Marilyn Fumero, Finance Director

BUDGET SOURCE/BUDGET IMPACT: Full-Time and Part-Time Personnel Salary Account

RECOMMENDED MOTION: I move to approve Ordinance S-1736, an Ordinance approving the 2026 Classification, Salary Plan and Salary Administration Policy for Non-Represented Employees of the Village of Oak Brook, Illinois effective January 1, 2026.

Background/History:

As presented at the October 7, 2025 budget workshop, for 2026, staff allocated an increase in salary ranges of 5.0% for each grade to remain competitive with the 50th percentile of comparable cities, as set by Village Board directive. Salary ranges only set the possible range of pay, whereas actual increases are allocated through a combination of an annual Cost Of Living Adjustment (COLA) and a merit driven increase based upon annual performance review.

For 2026, staff proposed that non-represented employees receive a 3.0% COLA effective January 1st to align with annual COLA increases for represented employees, along with a merit pay increase of up to 2.5% based on an objective evaluation at their anniversary date. As presented on October 7th, and as presented for approval tonight, the associated financial implications have already been incorporated into the proposed budget for 2026.

Additionally, based on market comparisons and job responsibilities, staff is recommending that the position presently titled "Public Works Superintendent" be retitled "Assistant Public Works Director" as the breadth of duties and comparables dictate the same. No change in pay grade is proposed as a part of this title change. The staff is also proposing the addition of a Part-Time Administrative Assistant and reallocating the existing budget for the Village Administrative Assistant to the Village Clerk and Administration programs. Additionally, we have incorporated a Part-Time Code Enforcement Officer.

Recommendation:

Staff recommend that the Village Board approve Ordinance S-1736, an Ordinance approving the 2026 Classification, Salary Plan and Salary Administration Policy for Non-Represented Employees of the Village of Oak Brook, Illinois effective January 1, 2026.

Attachments:

1. Salary Plan Ordinance
2. 2026 Classification Salary Plan and Salary Admin Policy
3. Exhibit A Proposed Pay Grade

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

ORDINANCE

2025-PSTN-COMP-SAP-EX-S-1736

**AN ORDINANCE APPROVING THE 2026
CLASSIFICATION, SALARY AND SALARY
ADMINISTRATION POLICY**

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

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

Village Board

Published in pamphlet form by authority of the
President and the Board of Trustees of the Village of Oak Brook
on this the 9th day of December 2025

**AN ORDINANCE APPROVING THE 2026 CLASSIFICATION, SALARY
PLAN AND SALARY ADMINISTRATION POLICY**

WHEREAS, pursuant to the Village of Oak Brook Personnel Manual, the Village endeavors to compensate its employees fairly and competitively, and therefore has established a Position Classification and Salary Plan in Appendix A to the Village's current Personnel Manual ("**Salary Plan**"); and

WHEREAS, the Village Manager has recommended that changes be made to the salary ranges, amounts, and structure in the Salary Plan, as set forth in **Exhibit A** to this Ordinance; and

WHEREAS, the Village Manager also recommends the approval of these changes to the Salary Plan to be effective as of January 1, 2026; and

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

Section 1. That the Village Manager's recommendation with regard to changes in the Salary Plan is hereby accepted and those changes as reflected in Exhibit A hereto are approved.

Section 2. That all or any part of the Salary Plan that is not affected by the terms of Exhibit A hereto shall remain in full force and effect.

Section 3. That this resolution shall be in full force and effect force and after its passage, approval and publication as required by law.

Section 4. That all ordinances, resolution or motions in conflict with the provisions of this resolution be and the same are hereby repealed to the extent of such conflict.

APPROVED THIS 9th day of December 2025.

Laurence E. Herman
Village President

PASSED THIS 9th day of December 2025.

Ayes: _____

Nays: _____

Absent: _____

ATTEST:

Natasha Scarpiniti
Village Clerk

VILLAGE OF OAK BROOK

2026 CLASSIFICATION, SALARY PLAN AND SALARY ADMINISTRATION POLICY

Introduction

The Village of Oak Brook places great value in the work accomplished by its employees. We strive to implement innovative ideas and achieve a shared vision. In order to accomplish this goal it is essential to ensure compensation is competitive and equitable.

These guidelines provide a basis by which compensation becomes a management tool that will enable Department Directors to strengthen the relationship between the vision for VOB and recognizing/rewarding the contributions of staff who exemplify the values of:

- Excellence
- Innovation
- Continuous Improvement
- Creative Expression
- Peer Recognition
- Collaboration across department and disciplines
- Use-inspired Outcomes
- Community Spirit

The Salary Administration Policy is intended to establish a compensation program which is both internally equitable and competitive with the prevailing wages paid within Oak Brook's Labor Market Area. It is also based on a system of performance evaluations designed to recognize and reward employees based on standards established at the department level as well as standards which apply generally to employees of the Village of Oak Brook.

The Village Manager or designee is responsible for reviewing the data supporting any grade adjustments, as well as the performance salary guidelines including implementation and review of the Performance Evaluation Appraisal tool used to measure employee's performance, and when applicable, engaging an independent compensation consultant to review the Village compensation plan, and submitting the revised Salary Plan to the Board of Trustees for its approval.

Compensation at Village of Oak Brook

Philosophy

The overarching principle for compensation is to provide a compensation rate that is competitive with the identified market (whenever possible), is equitable and consistent across the Village, and affordable within the parameters of budgetary constraints, and yet recognizes the importance of differentiating compensation levels due to performance, skills and competencies.

The Total Compensation package offered to employees is designed to provide broad, comprehensive and affordable plans and programs that build future financial stability, reward and recognize performance and long-term commitment to VOB.

Objective

Compensation and Classification is designed to reflect each position's unique responsibilities, requirements and influence. The total compensation package is meant to provide a framework by which VOB can attract, retain and develop highly motivated and talented staff by directly relating the institution's achievements and successes to the achievements and successes of staff.

Methodology

The Human Resources Division oversees the design, management and administration of the key concepts noted above through establishment of the methods and practices used by:

- Establishing and maintaining an internally equitable position classification system;
- Establishing, reviewing, and evaluating the salary structure that most closely represents the 55th percentile at the midpoint (control point) of the grade for base salary;
- Evaluating the Consumer Price Index (CPI) as published by the U.S. Department of Labor, the Employment cost index (salaries and wages) for State and Local Government workers as published by the U.S. Department of Labor.
- Establishing, administering and evaluating a skill/competency-based performance management program to assist in career planning/management as well as salary decisions;
- Working in conjunction and closely with Department Directors in salary planning, budgeting and forecasting;
- Providing consultative support to management regarding job skill requirements (scope of job), individual performance, contribution to HR or team goals, internal and external equity in compensation determinations; and
- Developing, implementing and monitoring all guidelines and practices to ensure compliance with applicable federal, state and local employment laws, regulations and statutes.

Elements

It is the intent of this policy to target base compensation that is competitive for the job level and local/relevant economic market conditions. As base wage (compensation) is the major, if not the sole, portion of our staff's pay, it is important that this relationship is monitored on a regular basis, so the Village does not lose staff or are unable to provide competitive offers to selected candidates.

Changes in base pay may be triggered:

- If responsibilities of the position change that are defined as significant modifications in scope, breadth, responsibility and accountability;
- To maintain market equity as determined through analysis of salary survey data; or
- To recognize increases in staff skills and competencies.

Other forms of variable compensation are used in select units of the Village where it has been identified that an alternative or additional delivery method for compensation is appropriate. These forms of variable compensation include commissions paid to sales staff and incentive plans.

- **Commissions** Intended to reward sales positions for generating revenue in accordance with stated goals. Generally, the position can influence the amount of revenue generated during the sales transaction and the commission structure is developed with this as an underlying concept so that there is a direct correlation between the revenue generated and the commission paid.
- **Stipends** Limited to positions for which there is a corollary need to address equity in hierarchy.
- **Incentive Plans** Limited to no greater than \$275 per month per employee. Incentive plans are developed to reward the achievement of specific, measurable goals and require prior approval by the Village Board prior to implementation.

Variable pay plans should be evaluated annually.

Management's Role & Responsibility

Communication

Department Director must understand and effectively communicate the aspects of the Village's Compensation Program. The Human Resources staff is available to provide assistance, consultation and guidance to directors in all areas relating to decisions effecting job design, salary, performance and organizational management.

Oak Brook's staff should know they can go to their Department Director as the primary source to answer their questions regarding how they can progress and develop throughout their VOB career.

Responsibilities

Management is expected to:

- Identify and define the type of jobs, mix of skills/jobs and staffing levels required to meet stated objectives;
- Administer salary actions in accordance with established guidelines as published;
- Recommend salary adjustments and/or promotional opportunities consistent with established budgetary/approval guidelines and in recognition of demonstrated performance contributions;
- Initiate position documentation (job description) which reflects the current functions, duties and responsibilities as well as annually reviewing the content to ensure ongoing applicability to current functions and departmental operations/needs; and
- Communicate support for compensation plan strategy and decisions.

The HR staff engages with Department Directors to:

- Facilitate organizational changes to ensure positions are properly documented and priced;
- Review position documentation (job descriptions) regularly to ensure ongoing accuracy and relevance based on current operational needs;
- Integrate measurable competencies and performance expectations within the context of career and salary management; and
- Analyze of staff salaries consistent with performance, experience, and program guidelines

Classification/Organizational Analysis

Oak Brook continues to evolve and this evolution is often realized through organizational transformations that result in positions being created, modified (reclassified) and even potentially eliminated. Whenever this transformation is underway and positions are undergoing change, the established compensation plan may or may not remain appropriate.

It is important to engage Human Resources during this process. The suggested procedure is as follows:

1. After agreement has been reached with senior leadership regarding the necessity to develop a new or change the mix of the current organization, prepare draft description(s) for the affected positions and contact Human Resources if you need assistance.
2. Forward draft of description to Human Resources for review, market pricing and determination of classification status.
3. Human Resources then will work with the requesting Department Director to review affected staff pay levels.

Process

- Department Director requests an organizational review by Human Resources to determine if current classifications are proper/accurate representation of actual job functions.
- Human Resources works with requesting Department Director to determine best method to gather documentation.

Titles

The use of titles throughout the Village should reflect the actual functions performed as well as the delegated authority to initiate action on behalf VOB. The intent of establishing a framework for the use of titles provides both internal and external reference points. Human Resources provides management with guidance and recommendations to ensure maintenance of internal equity.

Structure

Oak Brook uses market pricing as the basis upon which positions are assigned into the structure consistent with the stated philosophy for base pay. Positions are placed into the structure at the closest midpoint (or control point) that approximates the average prevailing wage (defined as the 55th percentile) in the relevant market. Prevailing wage information is gathered using a variety of compensation and salary survey sources, custom designed survey instruments or a combination of both based on management's requests and the ability to gather relevant statistical data at least annually.

Standard Compensation methods are used:

- Survey sources are selected based on area/position responsibilities to ensure appropriate industry comparison.
- Description summary statements are compared with survey position statements to ensure appropriate match using the 80% rule for benchmark positions.
 - Benchmark position is defined as a job whose content tends to be consistent across industry sectors.
 - 80% rule refers to the degree of match between the content of the survey job and the job at the VOB.
 - Non-benchmark positions are unique jobs to the VOB, structure and grade decision is based on internal comparison using whole job content method (analysis of scope, responsibilities and authority).
- Structure, average wage paid, and variable pay (if applicable) data is collected on benchmark positions and summarized statistically to determine the market prevailing wage aged to a common reference date (generally the beginning of the upcoming fiscal year)
- Recommendations are prepared and presented to management regarding structure change as appropriate to maintain market positions along with associated implementation costs.

It is strongly urged that Department Directors, as the primary communication source, understand the concepts and terms used in Position Classification, Salary Plan and Salary Administration Policy:

Financial

The Village's HR staff works closely with the Finance Department to ensure increases are administered in accordance with established budgetary guidelines and eligibility criteria. Additionally, Human Resource staff reviews and audits salary actions initiated by management for compliance with increase guidelines, performance distribution standards and established policies.

Audit

Human Resource staff performs a variety of internal audits of salary administration practices to provide analysis to Department Directors regarding adherence with established policies. Typical reference points that are reviewed are as follows:

- Salaries below grade minimum
- Salaries above grade maximum
- Average increases by type
- Increase distribution by performance rating.
- Salary action trend analysis by gender, ethnicity, age, within/across units of the Village
- Comp Ratio Analysis – A measure of range penetration (incumbent salary relative to grade midpoint)

Salary Management Guidelines

Principles

Imbedded in the vision and goals for the VOB is the principle of compensation based on performance (skill/competency). This principle is important to the ability to attract, develop and recognize the talent necessary to realize the stated goals and objectives of the Village. Department Directors are delegated the responsibility for management, development and recognition of staff through the equitable and defensible administration of classification and compensation actions. Salary actions, based on the results of annual performance assessments, should provide significant differentiation between the levels of performance. Department Director are encouraged to acknowledge incumbents who have acquired additional skills, demonstrated increased knowledge and competency throughout the year if this occurs outside the regular review cycle.

Employment Offers

Human Resource is responsible for all final salary offers to external and internal candidates. When considering extending an offer of employment to an external candidate, Department Directors may consider experience, ability above and beyond the minimum qualifications required for that position and must obtain final approval by the Village Manager or designee.

Competency/Performance Based Assessment (Review)

The integration of the Village's annual goals and objectives, accurate/reliable job documentation along with individual career development outcomes are the basis for establishing a viable performance assessment program.

Taken collectively, the performance assessment process should be both a retrospective view of the contributions and accomplishments, which help the Department Director achieve the department's objectives as well as prospectively set expectations for the upcoming year consistent with the direction for your area as well as the career aspirations of the incumbent. This interaction between the Department Director and staff provides a framework by which there is understanding and agreement on expectations of contributions and career objectives within the context of the overall goals of the unit and the Village.

Salary adjustment guidelines associated with the performance assessment are prepared to assist in the distribution of increases. The outcome of the performance assessment provides the basis and justification to leadership in support of recommendations for any adjustments to base salary related to increased skills, abilities, performance and competencies.

Guidelines for Administering Compensation

Recognizing that a staff member has taken on additional duties, expanded the scope/breadth and accountabilities or increased their individual skills/competencies becomes the basis for recommendations for salary adjustments. Additionally, there are instances which may result in recommendations for salary adjustments based on analysis initiated by Human Resources.

To the following are definitions of the types of actions available and the context for their use:

- **Competency Based Increase**– To recognize increased skills, abilities, knowledge and competency within the current position; possible change in position/job title.
- **Equity Adjustment** - Intended to correct a pay disparity within a job classification.
- **Market Adjustment** – Based on results of compensation market study, assigned grade of the job is adjusted to a grade higher and the affected incumbent's current salary falls below the minimum of the new grade.
- **Meritorious Longevity Pay** – In recognition and appreciation of dedicated service, full time Oak Brook employees that receive a performance review score equating to "Meets Standards" performance shall receive an annual one (1) time lump-sum longevity pay.
- **Oak Brook Special Recognition Bonus** – A lump sum taxable cash payment to recognize extraordinary job performance and contribution beyond normal job duties and work expectations. The Oak Brook Special Recognition Bonus may be awarded to exempt and non-exempt employees.
- **Paid-On-Call, Regular Part-Time Fire Personnel and Special Duty Rate Compensation Schedule** – Pay schedule for Fire and Police Personnel.
- **Performance Increase** - Given to an employee based on an assessment of work performance, based on their evaluation.
- **Performance-Based Bonus** – A discretionary bonus given to an employee based on an assessment of work performance and are only provided when authorized by the Village Manager. A PBB may only be earned during normal compensated time and not through overtime.

- **Promotion** – Moving into a position with a grade higher than the vacated position with a salary adjustment.
 - **Competitive** – Open recruitment activity with final candidate chosen currently an VOB employee.
 - **Non-Competitive** – Incumbent has consistently demonstrated skills, abilities and competencies associated with a more complex job typically within the same job family.
- **Reassignment** – A reassignment is a management initiated non-competitive change in assignment from one classification to another classification.
- **Reclassification** – An employee may be reclassified to a position of a higher grade as a result of being assigned additional and significant duties.
- **Reduction in Pay** – Reductions in pay may either be voluntary or involuntary. Specifically:
 - **Voluntary Reduction** – A may occur when an employee either accepts or requests a decrease in pay. This may be as a result of reclassification or placement in another position. If the employee stays in the same position, a revised job description must be approved prior to the salary reduction. HR must review prior to the effecting action.
 - **Demotion** – A demotion will occur if a corrective action or disciplinary reduction in job assignment results in a decrease in pay. A revised job description must be prepared, and HR must approve the reduction in pay prior to the employee notification or changing of pay.
- **Reemployment** – The salary of a laid-off employee who is reemployed shall be set in the same manner as for an entrance salary consistent with the Village's Reduction in Force (RIF) Policy
- **Rehire** – The salary of an employee who is rehired following a previous resignation shall be set in the same manner as for an entrance salary.
- **Reinstatement** – Reinstatement of a laid-off employee shall ordinarily be at the salary in effect at the time of layoff pursuant to Village's RIF Policy.
- **Temporary Responsibility Pay/Special Assignment** – Any full-time employee performing authorized work out of that employee's grade for a minimum of 21 days shall be entitled to additional compensation during the period of such employment.
- **Transfers** – A transfer is an employee initiated competitive change in assignment.

Salary and Grade Reference Guidelines

A useful management tool and reference when making salary adjustment decisions, is the Compa Ratio statistic. Generally, this statistic is used by Human Resources as a measure of range penetration associated with such variables as performance and experience. Following are suggested references:

Competency Based Increase: To recognize increased knowledge, skills, abilities, and competency within the current position. An employee is eligible to earn between a one (1) and five (5) percent in-range increase and possibly a change in position/job title as recommended by Department Directors and approved by the Village Manager.

Demotion: A demotion is defined as a voluntary or involuntary change in the assignment of an employee from one classification to another classification with a salary range midpoint that is at least 10% less than the initial classification. When an employee is demoted, his/her salary shall be consistent with the salary range of the lower-graded classification, which should result in a lower salary for the employee. It is the Village's intent that an employee who is demoted should incur a salary reduction of at least 2.5%. In every case, when a demotion is immediately

preceded by a promotion and promotional salary increase the employee shall receive a salary decrease equal to the promotional increase amount. In no case shall the resulting salary be greater than the maximum salary of the new grade of the classification the employee has been demoted to.

Equity Adjustment: Intended to correct a pay disparity within a job classification, equity adjustments will be made on a case-by-case basis by action of the Village Manager and notification of the Village Board.

Market Adjustment: Based on results of compensation market study (completed every 1-3 years by HR), the salary plan will be adjusted by reallocating job classes to different salary ranges from the Salary Range Table to reflect the varying prevailing rate movement of each job class in the marketplace. If the assigned grade of the job is adjusted to a grade higher and the affected employee's current salary falls below the minimum of the new grade, the employee will be placed at the minimum of the new grade. If the assigned grade of the job is adjusted to a lower grade, the employee's salary will remain frozen until the grade increases.

Meritorious Longevity Pay: In recognition and appreciation of dedicated long-term service, full time Oak Brook employees that receive a performance review score equating to "Meets Standards" performance shall receive an annual one (1) time lump-sum longevity pay. Employees with ten (10) or more years of full time continuous service as of January 1st of each year, will receive annual longevity pay in accordance with the following schedule:

Years 10 – 14:	\$500.00
Years 15 – 19:	\$600.00
Years 20 and on:	\$700.00

Paid-On-Call, Regular Part-Time Fire Personnel and Special Duty Rate Compensation

Schedule: The 2024 pay schedule for Fire and Police Personnel will be:

Position	Straight Time	Overtime
	Hourly	Hourly
Inspector/Coordinator	\$18.69	\$28.03
Administrative Aide	\$25.11	\$37.67
Director of Fire Prevention	\$25.11	\$37.67
Director of Emergency Medical Services	\$25.11	\$37.67

Special Duty Rates – Pursuant to Title 3, Chapter 1, Section 6D of the Village Code

Police Department Special Duty Rate:

1. A rate per hour per officer for each hour served on the special duty based upon one point five (1.5) times the mean salary set for grade 31 of the village of Oak Brook salary schedule;
 $1.5 \times \$123,092.13 / 2,184 = \mathbf{\$84.54}$
2. An administrative fee equal to 10 percent (10%) of all of the charges set forth in subsections D1 and D2 of this section.
3. Vehicle and equipment fee of twenty five dollars per hours may be charged based on Special Duty assignments.

Fire Department Special Duty Rates remain unchanged.

Performance Increase: It is the policy of the Village of Oak Brook that salary adjustments shall be made in a timely and orderly manner. Frequency of salary adjustments are based upon each employee's performance and the employee's position within the applicable grade.

Employees hired in 2011 or 2012 will continue to be evaluated at six (6) month intervals for the first two (2) years of employment and shall receive one half ($\frac{1}{2}$) of the earned increase for the

respective six (6) month review. Thereafter, evaluations will occur annually on the employee's anniversary date until the maximum compensation for the pay grade in which the employee's position is classified is reached. Full-time employees promoted in 2011 or 2012 will be reviewed every six (6) months for one (1) year after their promotion and shall receive one half (½) of the earned increase for the respective six (6) month review or until they reach maximum compensation for their respective pay grade.

As of January 1, 2013 employees (except as noted above) will be evaluated at six (6) month intervals for the first two (2) years of employment and shall receive up to ½ of the earned increase for the respective six (6) month review period. Thereafter, evaluations occur annually on the employee's anniversary date until the maximum compensation for the pay grade in which the employee's position is classified is reached. "Anniversary date" is determined as follows:

- (a) Generally, the anniversary date is the date of hire;
- (b) For employees at top-of-grade (TOG) as of 12/31/2012, their anniversary date will be January 1st.
- (c) For employees going from part-time to full-time status, the anniversary date shall be the date the full-time position is assumed;
- (c) For employees whose position is simply reclassified to a new grade (i.e., the job duties of the existing position have evolved such that reclassification and possibly re-titling is warranted), the anniversary date remains the date of hire

As of January 1, 2016 all new (applicable) employees will be reviewed for the first year of employment and shall receive up to ½ of the earned increase for the respective six (6) month review period. The introductory period may be extended per the guidelines listed in the personnel manual. If the introductory period is successfully completed, thereafter, the employee will be reviewed on their date of hire.

- (e) A promotion is deemed to have occurred when an employee assumes a new position in a higher pay grade and is performing substantially different duties than performed previously. For full-time employees promoted to a new grade and new position, the date of promotion is the new anniversary date; and
- (f) Promoted employees will be reviewed every six (6) months for one (1) year after their promotion or until they reach maximum compensation for their respective pay grade.

Performance-Based Bonus: The Village's Performance-Based Bonus (PBB) is designed to provide incentive compensation for all eligible non-union employees. To be eligible for the bonus payment, a non-union employee must have been employed for at least 90 days and earn an "Above Standards" or higher performance rating. Human Resources and Department Directors may recommend to the Village Manager, and the Village Manager may approve, a Performance-Based Bonus at any time throughout the year. The actual amount of the PBB will be determined on a case-by-case basis giving consideration to individual facts and circumstances of the situation.

Performance-Based Bonuses may be achieved by one of the following methods, in which the employee, supervisor and Village Manager must agree:

- An employee meeting a departmental goal.
- The employee suggesting cost savings to the department or Village.
- Based on suggestions for increased productivity.
- If the bonus is for outstanding performance on a special project, indicate the nature of the eligible special project and achievement.
- If there are other criteria to be used instead of the ones listed above, indicate the criteria.

Additionally, for only those employees at or near the top of grade, a bonus may be given in a one-time lump sum as a part of their annual review for meritorious achievements throughout the year. The only eligible employees are those who receive none or a limited raise because of their proximity to the top of the range. This bonus may not exceed CPI or 2.5% whichever is lower. Approval for this bonus may only be granted by the Village Manager or designee.

Promotions: In a case where an employee is promoted from one position to another, any increase in salary shall not be viewed as a merit adjustment but shall represent recognition of the additional responsibility inherent in the new position. Employees that earn promotion from one full time position to another full time position shall be entitled to a five (5) to twelve (12) percent increase to their base salary based on a recommendation from their Department Director and approval of the Village Manager.

Reassignment: A reassignment is a management initiated non-competitive change in assignment from one classification to another classification with no more than a three pay grade separation. When an employee is reassigned, every effort will be made to ensure that there will not be a change in the employee's salary; however, in no instance will the employee be reassigned with a salary that exceeds the maximum of the new pay range.

Reclassification: An employee may be reclassified to a position of a higher grade as a result of being assigned additional and significant duties. There will be an appropriate change in salary if a salary increase is necessary to reach the minimum salary of the new grade, or to maintain internal equity amongst the employees in the new classification and in the new pay grade salary range.

When an employee is reclassified to a position of a lower grade, his/her salary shall be consistent with the salary range of the lower-graded classification, which should result in a lower

salary for the employee. The employee's previous salary shall not exceed the maximum salary of the new, lower salary grade. If a reclassification is proposed for a classification with a large number of incumbents, it shall be reviewed by HR and approved by Village Board prior to implementation. Individual titles and grade reclassifications may be implemented at the recommendation of the Department Directors and only with the final approval of the Village Manager.

Reemployment: The salary of a laid-off employee who is reemployed shall be set in the same manner as for an entrance salary consistent with the Village's RIF Policy. Reemployment above the minimum salary of the applicable pay grade must be consistent with the salary policy.

Reinstatement: Reinstatement of a laid-off employee shall ordinarily be at the salary in effect at the time of layoff pursuant to Village's RIF Policy.

Rehire: The salary of an employee who is rehired following a previous resignation shall be set in the same manner as for an entrance salary. A rehire salary above the minimum of the applicable pay grade must be consistent with the salary policy. An employee who has resigned and is being rehired into the same classification, as at the date of resignation, may be offered the same salary if the rehire is within twelve (12) months of his/her date of resignation.

Temporary Responsibility Pay/Special Assignment: Any full-time employee performing authorized work out of that employee's grade for a minimum of 21 days shall be entitled to additional compensation during the period of such employment. This compensation shall be 5% of the employee's current salary, but may not be greater than that of any employee currently working in the position in question. Further, an employee working out of classification shall be entitled to such additional compensation only if the employee spends the preponderance of time performing the duties of the position. The maximum length of the assignment is twelve (12) months. Upon completion of the assignment, the employee's salary will return to the rate that the employee received before the detail assignment, plus other applicable increases that would have otherwise been received while the employee was performing their regular position duties.

Transfer: A transfer is an employee initiated competitive change in assignment from one classification to another classification with the same pay grade, or within a three-pay grade separation. When an employee accepts a transfer, typically the employee's salary will remain unchanged; however, in no case shall the resulting salary be greater than the maximum of the salary range of the new grade.

Voluntary Reduction: A may occur when an employee either accepts or requests a decrease in pay. This may be as a result of reclassification or placement in another position. If the employee stays in the same position, a revised job description must be approved prior to the salary reduction. HR must review prior to the effecting action.

SALARY RANGE STRUCTURE

The salary table, on the following page, is the recommended salary structure for the Village, designed to be administered on the basis of each employee's objectively measured job performance.

A. Single Salary Table Structure

The Salary Range Table provides equal in-range salary opportunity of 35% from Minimum to Maximum. The salary ranges are separated by a uniform 5%, permitting job classes to be precisely linked to the external prevailing rates, the Village's salary competitiveness policy, and internal job relationships, through their Midpoints.

B. Salary Range Adjustments – By Positions and Based on Market

Job classes should be individually re-assigned to different salary ranges using updated market data every 1-3 years to reflect the varying movement in the external prevailing rate (if any) for each job class.

The Tables' 42 ranges exceed the dollar ranges required to encompass the FY 2026 prevailing rates, permitting the plan to be updated in future years to accommodate the anticipated increases in the prevailing rates. Additional salary ranges may also be added.

C. Illustrative Performance Increase Guide

<u>Rating:</u>	Increase Added to Base Pay:
Exceeds Expectations (Excellent)	2.5%
Above Standards/Expectations	2.0%
Meets Standards/Expectations	1.5%
Needs Improvement	0.0%
Unacceptable	0.0%

In addition, the employee would be eligible for a 3.0% COLA (cost of living adjustment) increase, for a total maximum increase of 5.5%

No increase to exceed the Maximum of the adopted salary range; one-time payments for employees at Maximum, or top of grade of pay range must include documented justification by the Department Director and approved by the Village Manager.

Performance Increases

All Village staff will receive a written performance evaluation (Appendix A or a grandfathered evaluation form per Union contract) complemented by an individual interview, at least annually. The principal purpose of the performance evaluation is to provide two-way communication between a supervisor and an employee about the individual's work performance. It may also provide a basis for salary changes, promotions, or other changes. An employee must have worked in the same position at least six (6) months in order to be eligible for a performance increase.

A. The employee should be offered the opportunity to prepare a self-evaluation prior to the performance interview. The supervisor also prepares an evaluation, and the two are compared and discussed during the interview. The interview should be conducted in private without interruptions. The employee may also be requested to obtain feedback on his or her performance from a peer, patients, subordinate, manager, or other customers.

The employee should be given an opportunity to see and comment on the evaluation. In those circumstances where there are unresolved differences regarding performance between the employee and supervisor, the employee should be encouraged to comment in writing on the evaluation form or in a separate document. If an employee chooses not to sign the evaluation form, the supervisor should note and indicate the date the performance evaluation interview was conducted. A copy of the performance evaluation should be given to the employee.

B. Timing of Performance Evaluation:

1. A formal written evaluation should be prepared upon successful completion of the probationary period and as part of the annual wage and salary program thereafter.
2. When an employee is not actively working at the time annual reviews are conducted, the performance evaluation should be completed, but the performance review may be delayed until their return.
3. In any other circumstances for which a supervisor is considering a delay in conducting a performance review consultation with Human Resources must occur.

C. Performance expectations should be discussed on an ongoing basis whether initiated by the employee or supervisor.

D. Job performance is the subject of the evaluation, and the comments on the form should focus on observable, measurable job-related behaviors. Supervisors must rate performance, to include both job specific competencies as well as core behavioral competencies, i.e., interactions with others/communication; customer service; expertise/continuous learning; resourcefulness/results and personal accountability.

E. Supervisors should give credit for good work as well as note areas needing improvement. Where there is a need for improvement, it is important to cite specific examples where the employee's performance has not been satisfactory and to clarify what is expected. Further, a written plan for improvement with expected outcomes and the timeframe should be developed for the employee by the supervisor.

F. The performance evaluation is a review and assessment of performance. Therefore, nothing in the review should be a surprise to the employee being evaluated. Any performance problem not addressed by the supervisor prior to the evaluation should not be factored into the overall rating. In addition, a single incident of a performance deficiency especially at the beginning or end of the evaluation period should not be allowed to outweigh an otherwise satisfactory performance.

G. The assessments of all persons contributing to an employee's performance evaluation should be included before the evaluation is presented to the employee.

H. The Village's wage and salary program is performance-based, and therefore a current performance evaluation must be provided to support each employee's annual salary change recommendation.

I. Personnel Action Report (PAR's) recommending a performance-based pay increase not accompanied by a current performance evaluation will be returned to the originating department.

Level of Performance – Definitions

4.25 – 5.0: Exceeds Expectations (Excellent) - Performance at this level is frequently above acceptable requirements for the position. Duties and responsibilities are not only excellently met, but consistently exceeded.

Some examples of work behavior typical of this level of performance are:

- Accomplishments exceed what is expected of an individual.
- Each project or job is done thoroughly and on time.
- Employee continually provides “extras”.
- Employee requires practically no direction and/or supervision.

3.50 – 4.24: Above Standards/Expectations – An employee that has higher level of productivity than routinely expected. A clear and obvious willingness to go beyond what is required.

Some examples of work behavior typical of this level of performance are:

- Employee thinks beyond details of the job, works toward the overall objectives of the organization.
- Personal commitment to a high level of performance and results is evident.

2.75 – 3.49: Meets Standards/Expectations - Performance at this level is the acceptable standard for the position. Duties and responsibilities are met consistently and in a satisfactory and acceptable manner.

Some examples of work behavior typical of this level of performance are:

- Errors are minimal and seldom repeated
- Employee prioritizes problems well

- Employee requires only normal supervision and follow-up
- Employee completes work or projects on schedule
- A reasonable balance between quality and quantity is demonstrated.

2.0 – 2.74: Needs Improvement - While some job requirements are met, some improvement is necessary to fully meet all job requirements. This level of performance may be expected during early periods of a new job, as well as during the training phase of an individual's employment.

Usually, the individual develops and moves beyond this level at the average rate set by the supervisor or Department Director, based on the standards of performance required. It should be used when an employee is in a training phase as well as when an experienced employee's performance has dropped from a previous higher level.

Supervisors must set written action plans for each employee who is rated as “Needs Improvement” in each area where the rating applies, as well as timetables and deadlines for the improvement to occur.

Some examples of work behavior typical of this level of performance are:

- Despite repeated explanations, employee does not grasp requested or required tasks.
- Employee requires close guidance.
- Work assignments are completed dependably only with constant followup.

1.0 -1.9: Unacceptable - Performance at this level is below the minimum acceptable requirement for the position. Duties and responsibilities are not met. Such performance calls for immediate remedial action.

It should be noted that employees performing at this level should be notified as soon as this becomes apparent. Under no circumstances should employees be allowed to remain in pay status until their scheduled evaluation date; they should be advised of their substandard performance and its possible consequences without delay.

Village Manager

The salary of the Village Manager may be adjusted only by action of the Village Board, subject to the terms of the current employment agreement in effect between the Board and the Village Manager.

Appeal Procedure

If there is a disagreement regarding the job family/zone of a position, a request for additional review may be made by either the employee or the Department Director for review by Human Resources. A desk audit will be performed, and the Village Manager will issue a final decision. Decisions regarding job family and zone assignment may not be appealed through the formal grievance process.

(Part Time Positions Shown Hourly)

PROPOSED FY 2026

Position Title	Grade	Minimum	Midpoint	Maximum
Village Manager		Contract Position		
Assistant Village Manager	39	155,566.54	183,019.66	210,973.91
Finance Director	38	148,190.81	174,246.86	201,041.81
Police Chief	38	148,190.81	174,246.86	201,041.81
Fire Chief	38	148,190.81	174,246.86	201,041.81
Information Technology Director	37	141,103.31	166,004.36	191,358.81
Community Development Director	37	141,103.31	166,004.36	191,358.81
Director of Public Works	37	141,103.31	166,004.36	191,358.81
Sports Core Director	35	127,984.52	150,570.95	173,568.54
Deputy Police Chief	35	127,984.52	150,570.95	173,568.54
Assistant Information Technology Director	34	121,890.99	143,400.96	165,303.58
Battalion Chief	34	121,890.99	143,400.96	165,303.58
Assistant Public Works Director	34	121,890.99	143,400.96	165,303.58
Police Sergeant	33	116,085.79	136,572.45	157,431.93
Assistant Finance Director	32	110,558.76	130,068.47	149,935.44
Financial Services Manager	32	110,558.76	123,874.73	149,935.44
Chief Building Official	32	110,558.76	130,068.47	149,935.44
Head Librarian	32	110,558.76	130,068.47	149,935.44
Marketing Manager	32	110,558.76	123,874.73	149,935.44
Golf Course Superintendent	32	110,558.76	130,068.47	149,935.44
				-
Information Systems Administrator	29	95,504.15	112,357.76	129,519.01
Human Resources Manager	29	95,504.15	112,357.76	129,519.01
Village Planner	28	90,956.34	107,007.12	123,352.04
Purchasing and Budget Coordinator	28	90,956.34	107,007.12	123,352.04
Public Works Field Operations Supervisor	28	90,956.34	107,007.12	123,352.04
Fleet & Facilities Supervisor	28	90,956.34	107,007.12	123,352.04

Position Title	Grade	Minimum	Midpoint	Maximum
Senior Accountant	27	86,625.62	101,912.03	117,477.48
HR Benefits Administrator	27	86,625.62	101,912.03	117,477.48
Golf Course Professional	27	86,625.62	101,912.03	117,477.48
Bath and Tennis Manager (PT)	27	41.65	46.66	56.48
Accountant	25	78,571.39	92,437.60	106,555.78
Management Analyst	25	78,571.39	92,437.60	106,555.78
Executive Assistant	25	78,571.39	92,437.60	106,555.78
Building Inspector	25	78,571.39	92,437.60	106,555.78
Planning Technician	24	74,829.79	88,035.65	101,481.42
Plumbing Inspector (PT)	24	35.98	40.31	48.79
Plan Reviewer (PT)	24	35.98	40.31	48.79
Senior Permit Coordinator	23	71,266.84	83,842.88	96,649.62
Technical Services Supervisor	22	67,873.51	79,850.26	92,046.77
Public Services Supervisor	22	67,873.51	79,850.26	92,046.77
Circulation Services Supervisor	22	67,873.51	79,850.26	92,046.77
Mechanic (Golf Course)	22	67,873.51	79,850.26	92,046.77
Senior Accounting Assistant	21	64,640.74	76,048.72	87,663.81
Crime Analyst	21	64,640.74	72,427.36	87,663.81
Administrative Coordinator	21	64,640.74	76,048.72	87,663.81
Senior Administrative Assistant	20	61,562.88	72,426.98	83,489.39
Senior Administrative Assistant (PT)	20	29.60	34.82	40.13
Code Enforcement (PT)	20	29.60	34.82	40.13
Community Service Officer	20	61,562.88	68,978.08	83,489.39
Head Golf Professional	20	61,562.88	72,426.98	83,489.39
Assistant Golf Professional	20	61,562.88	72,426.98	83,489.39
Accounting Assistant	19	58,630.88	68,978.24	79,513.33
Administrative Assistant	19	58,630.88	68,978.24	79,513.33
Administrative Assistant (PT)	19	28.19	33.16	38.23
Lead Police Records Clerk	19	58,630.88	68,978.24	79,513.33
Planning Technician Assistant (PT)	19	28.19	33.16	38.23
Permit Coordinator	19	58,630.88	68,978.24	79,513.33
Permit Coordinator (PT)	19	28.19	33.16	38.23
Librarian	19	58,630.88	68,978.24	79,513.33

Position Title	Grade	Minimum	Midpoint	Maximum
Librarian (PT)	19	28.19	33.16	38.23
Police Records Clerk	18	55,839.09	65,693.45	75,727.68
Police Records Clerk (PT)	18	26.84	31.58	36.41
Golf Grill Supervisor	18	55,839.09	65,693.45	75,727.68
Program Coordinator	18	55,839.09	65,693.45	75,727.68
Assistant Golf Course Maintenance Superintendent	16	50,647.89	59,586.35	68,686.83
Library Assistant (PT)	14	22.08	25.98	29.96
Administrative Clerk (PT)	13	21.03	24.75	28.53
Customer Service Associate (PT)	13	21.03	24.75	28.53
Technical Services Clerk (PT)	10	18.17	21.38	24.64
Circulation Clerk (PT)	9	17.30	20.36	23.47
Technical Services Processing Assistant (PT)	3	15.75	17.22	17.51



ITEM 9.A.11.

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
December 9, 2025

SUBJECT: Water Rates Ordinance

FROM: Marilyn Fumero, Finance Director

BUDGET SOURCE/BUDGET IMPACT: As reflected in the FY 2026 Budget

RECOMMENDED MOTION: I move that the Village Board adopt Ordinance 2025-WA-G-1279, “An Ordinance Amending Chapter 5 of Title 8 of the Village Code of The Village of Oak Brook, Illinois Relating to Water Charges” which establishes water rates for fiscal year 2026.

Background/History:

On October 27, 2015, American Infrastructure Technologies, LLC (AIT) presented a water rate study to the Board. A key finding of the report indicated that the water rates previously charged by Oak Brook were insufficient to ensure the financial stability of the water system in the long term. Starting in 2012, the City of Chicago implemented a four-year rate increase of 25%, followed by 15% increases in each of the subsequent years. Similarly, the DuPage Water Commission raised its rates to accommodate both the Chicago increase and its own rising costs. Throughout this period of hike, and in order to ease impact on residents and businesses, the Village did not sufficiently raise its water rates to match these increases, leading to a cash reserve balance in the Water Fund that fell short of future capital requirements. The original water rate study recommended increases of 10% for 2016 and 2017, with further increases of 7% from 2018 to 2020.

In late 2018, AIT completed an update to the 2015 water rate study. The updated recommendations included increases of 10% in 2019, 7% in 2020, 4% in 2021, 3% in 2022, and 2% in 2023. These recommendations indicated that capital expenditures would not require an annual cap, allowing projects to proceed as planned. In 2019, the Village approved a 5% rate increase, which was half of AIT’s recommendation. In 2020, the Village raised rates by 7%, aligning with AIT’s suggestion, and in 2021, they matched AIT’s recommended 4% increase. The Village continued to implement 3% increases in 2022, 2023, and 2024 in accordance with AIT’s recommendations. In 2025, the Village implemented a 5% increase due to the pass-through effect of the City of Chicago’s increase.

For 2026, the DuPage Water Commission has notified staff of a 5% increase in supply water rates, and

the Village is recommending passing this increase on to customers. As a result, the rate for residential customers will be \$14.22 per 1,000 gallons, while the commercial rate will be \$15.97 per 1,000 gallons. The fixed monthly charge of \$10 will remain unchanged for 2026. This increase is intended to enable the Village to proactively maintain and enhance its water system. Additionally, the Village will continue to monitor various factors that could influence future water rates, including new developments, total gallons pumped, and rates from the DuPage Water Commission.

Water rates in 2026, using a 5% increase, would be:

	<u>2025</u>	<u>2026</u>
Annual increase	5.0%	5.0%
Fixed charge \$/customer/month	\$10.00	\$10.00
Resident rate \$/1,000 gallons	\$13.54	\$14.22
Commercial rate \$/1,000 gallons	\$15.21	\$15.97
Hydrant at 3003 Jorie Blvd \$/1,000 gallons	\$15.21	\$15.97

Under the proposed increase, an estimated resident bill and commercial bill assuming 10,000 gallons billed bimonthly would be increased as follows:

	<u>2025</u>	<u>2026</u>	<u>Increase</u>
Resident*	\$155.40	\$162.20	\$6.80
Commercial*	\$172.10	\$179.70	\$7.60

*Reflects bimonthly charges

A rate increase of 5% in 2026 would allow the Water Fund to maintain a sufficient reserve balance to be utilized for future capital improvements.

Recommendation:

Staff recommends that the Village Board adopts Ordinance 2025-WA-G-1279, “An Ordinance Amending Chapter 5 of Title 8 of the Village Code of The Village of Oak Brook, Illinois Relating to Water Charges”, which establishes water rates for fiscal year 2026.

Attachments:

1. Water Rates Ordinance

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

ORDINANCE
2025-WA-G-1279

AN ORDINANCE
AMENDING CHAPTER 5 OF TITLE 8 OF THE
VILLAGE CODE OF THE VILLAGE OF OAK BROOK, ILLINOIS
RELATING TO WATER CHARGES

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

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

Village Board

Published in pamphlet form by authority of the
President and the Board of Trustees of the Village of Oak Brook
on this the 9th day of December 2025

ORDINANCE 2025-WA-G-1279

**AN ORDINANCE AMENDING CHAPTER 5 OF TITLE 8 OF THE
VILLAGE CODE OF THE VILLAGE OF OAK BROOK, ILLINOIS
RELATING TO WATER CHARGES**

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

WHEREAS, the President and Board of Trustees of the Village of Oak Brook, Illinois have heretofore, by ordinance established rates, fees, and service charges for water usage; and

WHEREAS, the President and Board of Trustees deem a revision of the water rates, fees, and charges, and the passage of this Ordinance to be in the best interest and in pursuance of the general welfare of the Village;

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

Section 2: Section 8-5-2-G of Chapter 5, "Fees and Charges," of Title 8, "Public Works," of the Village Code is hereby amended further to read as follows:

G. Water Consumption Charges

1. A monthly service charge of ten dollars and no cents (\$10.00) per customer account is hereby imposed, effective for any billing periods after January 1, 2023.
2. Effective January 1, 2026, water shall be charged at the rate of fourteen dollars and twenty-two cents (\$14.22) per thousand gallons for residential customers of the Village of Oak Brook and at the rate of fifteen dollars and ninety-seven cents (\$15.97) for commercial customers of the Village of Oak Brook.
3. Effective January 1, 2026, water drawn from the hydrant at 3003 Jorie Boulevard shall be charged at a rate of fifteen dollars and ninety-seven cents (\$15.97) per thousand gallons.

Section 3: Severability. If any provision of this Ordinance or part thereof is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance shall remain in full force and effect, and shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Ordinance to the greatest extent permitted by applicable law.

Section 4: Effective Date. This Ordinance shall be in full force and effect beginning on January 1, 2026 and after passage, approval and publication, as provided by law.

[SIGNATURE PAGE FOLLOWS]

APPROVED THIS 9th day of December 2025.

Laurence E. Herman
Village President

PASSED THIS 9th day of December 2025.

Ayes: _____

Nays: _____

Absent: _____

ATTEST:

Netasha Scarpiniti
Village Clerk



ITEM 9.B.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
December 9, 2025

SUBJECT: Confirmation of Appointments - Planning & Zoning Committee

FROM: Laurence Herman, President

BUDGET SOURCE/BUDGET IMPACT: N/A

RECOMMENDED MOTION: I move that the Village Board approve the reappointment of James Pontrelli and Richard DiBernardo to the Planning & Zoning Commission for terms that expire May 2030, appoint Marc Simon to fill the vacated seat of Rajaraman Iyer, whose term expires May 2029, and to appoint Wayne Ziemer as Chairman and Kenneth Wilczak as Vice Chairman.

Background/History:

The Planning and Zoning Commission consists of eight members and a chairperson. Terms were initially staggered as follows: two members were to serve one-year terms, two were to serve two-year terms, two were to serve three-year terms, two were to serve four-year terms, and one member was to serve a five-year term. All subsequent appointments will be for five-year terms.

James Pontrelli and Richard DiBernardo's terms have expired, and both are being reappointed to new five-year terms ending in May 2030. Marc Simon is being appointed to fill the vacancy created by Raja Iyer's departure; which term will expire in May 2029. Raja Iyer also served as Chairman, creating a vacancy that will be filled by Wayne Ziemer. Kenneth Wilczak will be appointed Vice Chairman.

Recommendation:

Staff recommends that the Village Board approve the reappointment of James Pontrelli and Richard DiBernardo to the Planning & Zoning Commission for terms that expire May 2030, appoint Marc Simon to fill the vacated seat of Rajaraman Iyer, whose term expires May 2029, and to appoint Wayne Ziemer as Chairman and Kenneth Wilczak as Vice Chairman.

Attachments:

None

