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

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

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

1. CALL TO ORDER

2. ROLL CALL

3. PRESIDENT'S OPENING COMMENTS

4. PUBLIC COMMENTS

5. APPROVAL OF MINUTES

   A. Regular Board of Trustees Meeting of February 13, 2024

   B. Regular Board of Trustees Meeting of February 27, 2024

   C. Regular Executive Meeting Minutes of January 23, 2024

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

   A. Accounts Payable for Period Ending: March 6, 2024 - $374,997.06

      1. LEGAL SERVICES:

         TOTAL LEGAL BUDGET FOR 2024 IS $342,284.00
         TOTAL LEGAL BILLS PAID FOR 2024 - YTD - $27,821.49

         a) Ottosen DiNolfo Hasenbalg & Castaldo, Ltd. - Legal Services - Forest Preserve - $564.00 (FY24 YTD - $20,683.86)

      2. Trane U.S. Inc, - BAS Scheduled Annual Maintenance - $21,583.00

      3. EZA - Municipal Engineering Services - February 2024 - $22,683.76

   B. Approval of Payroll Paydate: February 22, 2024 - $842,854.64 — Herman/Martin

   C. Village of Oak Brook – Monthly Financial Reports - January 2024 — Herman/Martin

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

1. Sports Core Parking Lot Addition — Jain/Tiesenga

E. Development Services Referrals

1. Blistex Inc. – 100 Windsor Drive – Parking Variation — Manzo/Tiesenga

2. 4006 Adams Road – Side and Rear Yard Setback Variations — Manzo/Tiesenga

7. ITEMS REMOVED FROM CONSENT AGENDA

8. ACTIVE BUSINESS

A. Ordinances & Resolutions

1. ORDINANCE S-1692, An Ordinance Authorizing Amendments and Transfers Among Budget Line Items the Village of Oak Brook, Illinois — Herman/Martin

2. ORDINANCE S-1694, An Ordinance Authorizing the Sale or Donation or Recycling or Disposal of Certain Items of Personal Property Owned by the Village of Oak Brook — Herman/Martin

3. RESOLUTION R-2186, A Resolution Authorizing Staff To Exercise The Village's Lease Option To Purchase Certain John Deere Equipment — Jain/Tiesenga

4. RESOLUTION R-2192, A Resolution Approving and Authorizing the Award of Contract to Classic Landscape LTD. For Landscape Maintenance Services — Jain/Tiesenga

5. RESOLUTION R-2194, A Resolution Authorizing the Award of Contract to the Lowest Responsible Bidder for the Briarwood Watermain Improvements Project, Mauro Sewer Construction, Inc. — Jain/Tiesenga

6. RESOLUTION R-2195, Authorizing and Approving the 2024 Municipal Partner Contract with the DuPage Convention and Visitor's Bureau — Herman/Martin

7. RESOLUTION R-2196, A Resolution Authorizing and Approving an Agreement with the United States Department of Justice, Drug Enforcement Administration for the Implementation of a DEA Task Force Officer from the Oak Brook Police Department — Manzo/Reddy

8. RESOLUTION R-2197, A Resolution Authorizing and Approving a Purchase Order for Spike Stinger Automatic Spike Strips for the Oak Brook Police Department. — Manzo/Reddy

9. RESOLUTION R-2198, A Resolution Approving and Authorizing an Intergovernmental Agreement By and Between the Village of Oak Brook and Illinois Department of Transportation for the IL56 Smart Corridor Traffic Signal Improvements — Jain/Tiesenga

10. RESOLUTION R-2199, A Resolution Authorizing the Purchase of Golf Commodities for the Oak Brook Golf Course — Manzo/Martin

9. BOARD UPDATES

10. ADJOURNMENT

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

ITEM 5.C.
BOARD OF TRUSTEES MEETING
SAMUEL E. DEAN BOARD ROOM
BUTLER GOVERNMENT CENTER
1200 OAK BROOK ROAD
OAK BROOK, ILLINOIS
630-368-5000

AGENDA ITEM

Board of Trustees Regular Meeting
of
March 12, 2024

SUBJECT: Approval of Closed Meeting Minutes

FROM: Netasha Scarpiniti, Village Clerk

BUDGET SOURCE/BUDGET IMPACT: N/A

RECOMMENDED MOTION: Motion to Approve the Regular Executive Meeting Minutes of January 23, 2024.

Background/History:
The Open Meetings Act requires that all public bodies shall keep written minutes of all their meetings, whether open or closed. The public body shall periodically, but no less than semi-annually, meet to review minutes of all closed sessions that have not been released to the public. At this time the Executive Minutes of January 23, 2024 are ready to be approved as written on March 12, 2024, but are not ready to be released to the Public.

Recommendation:
That the Board approves the Regular Executive Meeting Minutes of January 23, 2024.

Attachments:
None

Approval for Payroll Paydate: 02/22/24

Total Gross Payroll			**$**	**572,633.53**
Employee Deductions:				
Illinois Municipal Retirement Fund	$	13,819.06		
Police Pension Fund	$	17,729.66		
Fire Pension Fund	$	12,379.68		
Federal Tax Withholding	$	59,553.89		
State Tax Withholding	$	23,986.94		
Social Security and Medicare	$	21,506.68		
ICMA/NACO/457	$	23,575.15		
Court Orders	$	2,345.46		
Insurance Contributions	$	20,987.64		
Aflac Contributions	$	1,142.57		
Mo Vol Life	$	284.60		
Police Union Dues	$	-		
Fire Union Dues	$	1,305.22		
Public Works Union Dues	$	1,128.51		
125-Medical/Dependent Care	$	2,950.96		
Total Employee Deductions				**202,696.02**
Net Payroll			**$**	**369,937.51**
Village Expenses:				
Police Pension	$	74,157.02		
Fire Pension	$	72,602.44		
IMRF Pension	$	17,548.72		
Insurance Contributions	$	84,406.25		
Social Security and Medicare	$	21,506.68		
Total Village Expenses				**270,221.11**
Total Payroll (Gross Payroll plus Village Expenses)			**$**	**842,854.64**

Payroll Date: 02/22/24

Employee Deductions		Pension Deduction	Salary by Pension Plan	Percent of Pensionable Salary**
	Police	$ 17,729.66	$ 178,907.17	9.910%
	Fire	12,379.68	130,933.17	9.455%
	IMRF	9,108.34	202,407.46	4.500%
	Non-Pensionable	-		0.000%
			$ 512,247.80	

Village Payment into Pensions		Village Contribution	Percent of Payroll*	Percent "Match" of what Employee Contributes
	Police	$ 74,157.02	41.45%	418.3%
	Fire	72,602.44	55.45%	586.5%
	IMRF	17,548.72	8.16%	181.3%
		$ 164,308.18		

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

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

VILLAGE

OF

OAK BROOK

MONTHLY FINANCIAL REPORTS

JANUARY 2024

Executive Summary on Village Funds

Through January 31, 2024

Governmental Funds	YTD Revenues	YTD Expenditures	YTD Net Fund Increase (Decrease)	Estimated YTD Ending Fund Balance (Deficit)
General Fund (Major Fund) *Main operating fund of the Village.*	$ 2,560,276	$ 1,392,377	$ 1,167,899	$ 43,793,288
Hotel Fund (Major Fund) *Collects and spends resources from the 3% hotel/motel tax.*	$ 173,989	$ 12	$ 173,977	$ 3,881,501
Motor Fuel Tax Fund *Collects and spends resources from the State motor fuel tax.*	$ 55,203	$ 7,624	$ 47,579	$ 2,069,681
Infrastructure Fund (Major Fund) *Accounts for construction and maintenance of roadways, drainage, and safety path systems.*	$ 678,074	$ 38,442	$ 639,632	$ 15,064,140
Enterprise Funds				
Water Fund (Major Fund) *Collects user fees for the distribution of water and maintenance of infrastructure.*	$ 965,360	$ 75,477	$ 889,884	$ 22,808,526
Sports Core Fund (Major Fund) *Accounts for revenues and expenses relating to administration, programs, food and beverage operations, and golf course.*	$ 12,493	$ 79,413	$ (66,920)	$ 2,836,969
Internal Service Funds				
Self Insurance Fund *Accounts for the Village's health insurance costs and the related contributions from the Village, employees, retirees, and other agencies.*	$ 33,744	$ 236,116	$ (202,372)	$ 134,335
Garage Fund *Accounts for the maintenance of the Village's vehicle fleet and the related departmental reimbursements.*	$ 1,449	$ 49,860	$ (48,411)	$ 336,917
Equipment Replacement Fund *Accounts for the replacement of the Village's vehicle fleet and the related departmental contributions.*	$ 3,725	$ 1,667	$ 2,059	$ 3,011,217

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

Village of Oak Brook
General Fund Financial Update
For the Period Ending January 31, 2024

	1/31/23 YTD Actual	1/31/24 YTD Actual	1/31/24 YTD Amended Budget	1/31/24 % of YTD Amended Budget	2024 Adopted Budget	Difference Prior Year
OPERATING REVENUES						
Sales Tax	$ 1,439,420	1,415,205	$ 1,374,717	102.9%	$ 16,496,604	$ (24,214)
State Income Tax	121,490	130,196	109,250	119.2%	1,311,000	8,705
Replacement Tax	136,132	79,910	62,585	127.7%	751,015	(56,222)
Road & Bridge Tax	-	-	2,917	0.0%	35,000	-
Local Use Tax	29,340	27,911	28,000	99.7%	336,000	(1,429)
Cannabis Use Tax	1,036	1,030	1,098	93.8%	13,180	(6)
Grants	-	-	13,805	0.0%	165,662	-
Utility/Telecom. Tax	539,284	288,576	383,333	75.3%	4,600,000	(250,708)
Licenses and Permits	102,270	337,317	187,318	180.1%	2,247,810	235,047
Charges for Services	38,616	87,078	181,221	48.1%	2,174,650	48,462
Investment Interest	-	162,788	37,500	434.1%	450,000	162,788
Miscellaneous Income	91,620	30,265	76,339	39.6%	916,070	(61,354)
Total Operating Revenues	**$ 2,499,208**	**$ 2,560,276**	**$ 2,458,083**	**104.2%**	**$ 29,496,991**	**$ 61,068**
OPERATING EXPENDITURES						
Personnel	$ 1,190,410	$ 1,258,568	$ 1,880,434	66.9%	$ 22,565,214	$ 68,158
Materials and Supplies	13,608	25,965	55,133	47.1%	661,594	$ 12,357
Operation and Contract	148,645	104,855	527,026	19.9%	6,324,313	$ (43,789)
Other Expenditures	-	2,123	825	257.4%	9,900	$ 2,123
Capital Outlay	109	865	55,259	1.6%	663,107	$ 756
Total Operating Expenditures	**$ 1,352,772**	**$ 1,392,377**	**$ 2,518,677**	**55.3%**	**$ 30,224,129**	**$ 39,605**
SURPLUS (DEFICIT) OF REVENUES OVER EXPENDITURES	**$ 1,146,436**	**$ 1,167,899**	**$ (60,595)**	**-1927.4%**	**$ (727,137)**	**$ 21,463**
INTERFUND TRANSACTIONS						
Transfers In	$ -	$ -	$ -	N/A	$ -	$ -
Transfers Out				N/A		-
Reimbursements From Other Funds	-	-	72,995	0.0%	875,938	-
Reimbursements To Other Funds	-	-	8,333	0.0%	100,000	-
Sports Core Loan				N/A	-	-
Total Interfund Transactions	**$ -**	**$ -**	**$ 81,328**	**0.0%**	**$ 975,938**	**$ -**
NET FUND INCREASE (DECREASE)	**$ 1,146,436**	**$ 1,167,899**	**$ 20,733**		**$ 248,801**	**$ 21,463**

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

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

	1/31/23 YTD Actual	1/31/24 YTD Actual	1/31/24 YTD Amended Budget	1/31/24 % of YTD Amended Budget	2024 Adopted Budget	Difference Prior Year
OPERATING REVENUES						
Hotel Tax	$ 91,777	$ 158,844	$ 120,833	131.5%	$ 1,450,000	$ 67,067
Investment Interest	511	15,145	2,083	727.0%	25,000	14,634
Loan Interest	-	-	167	0.0%	2,000	-
Miscellaneous	-	-	-		-	-
Total Operating Revenues	**$ 92,288**	**$ 173,989**	**$ 123,083**	**141.4%**	**$ 1,477,000**	**$ 81,701**
EXPENDITURES						
Operation and Contract	$ 10,000	$ -	$ 58,754	0.0%	$ 705,045	$ (10,000)
Capital Outlay	-	12	22,917	0.1%	275,000	12
Total Expenditures	**$ 10,000**	**$ 12**	**$ 81,670**	**0.0%**	**$ 980,045**	**$ (9,988)**
SURPLUS (DEFICIT) OF REVENUES OVER EXPENDITURES	**$ 82,288**	**$ 173,977**	**$ 41,413**	**420.1%**	**$ 496,955**	**$ 91,689**
INTERFUND TRANSACTIONS						
Transfer Out	$ -	$ -	$ -	N/A	$ -	$ -
Reimbursements to Other Funds	(6,900)	-	(20,326)	0.0%	(243,915)	6,900
Total Interfund Transactions	**$ (6,900)**	**$ -**	**$ (20,326)**	**0.0%**	**$ (243,915)**	**$ 6,900**
NET FUND INCREASE (DECREASE)	**$ 75,388**	**$ 173,977**	**$ 21,087**		**$ 253,040**	**$ 98,589**

Note - Expenditures are recorded in program 171.

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

	1/31/23 YTD Actual	1/31/24 YTD Actual	1/31/24 YTD Amended Budget	1/31/24 % of YTD Amended Budget	2024 Adopted Budget	Difference Prior Year
OPERATING REVENUES						
Non-Home Rule Sales Tax	$ 580,095	$ 611,860	$ 558,583	109.5%	$ 6,703,000	$ 31,766
Charges for Services			-	N/A		$ -
Investment Interest	14,863	66,214	10,417	635.7%	125,000	51,351
Grants	-	-	-	N/A	-	-
Miscellaneous	-	-	1,917	0.0%	23,000	-
Total Operating Revenues	**$ 594,958**	**$ 678,074**	**$ 570,917**	**118.8%**	**$ 6,851,000**	**$ 83,117**
OPERATING EXPENDITURES						
Personnel	$ 3,936	$ 24,778	$ -	N/A	$ -	$ 20,842
Materials and Supplies	1,106	32	3,875	0.8%	46,500	(1,074)
Operation and Contract	-	13,120	145,247	9.0%	1,742,968	13,120
Other Expenditures	-	-	28,325	0.0%	339,899	-
Capital Outlay	-	512	281,981	0.2%	3,383,775	512
Total Operating Expenditures	**$ 5,042**	**$ 38,442**	**$ 459,429**	**8.4%**	**$ 5,513,142**	**$ 33,400**
SURPLUS (DEFICIT) OF REVENUES OVER EXPENDITURES	**$ 589,916**	**$ 639,632**	**$ 111,488**	**573.7%**	**$ 1,337,858**	**$ 49,717**
INTERFUND TRANSACTIONS						
Transfers In	$ -	$ -	$ -	N/A	$ -	$ -
Reimbursements From Other Funds	-	-	-	N/A	-	-
Reimbursements To Other Funds	-	-	-	N/A	-	-
Total Interfund Transactions	**$ -**	**$ -**	**$ -**	**N/A**	**$ -**	**$ -**
NET FUND INCREASE (DECREASE)	**$ 589,916**	**$ 639,632**	**$ 111,488**		**$ 1,337,858**	**$ 49,717**

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

	1/31/23 YTD Actual	1/31/24 YTD Actual	1/31/24 YTD Amended Budget	1/31/24 % of YTD Amended Budget	2024 Adopted Budget	Difference Prior Year
OPERATING REVENUES						
Plan Review Fees	$ 150	$ 152	$ 44	346.9%	$ 525	$ 2
Building/Inspection Fees	150	-	167	0.0%	2,000	(150)
Water Sales	794,475	835,975	893,333	93.6%	10,720,000	41,500
Unmetered Sales	3,275	600	5,417	11.1%	65,000	(2,675)
Water Connection Fees	1,610	5,980	11,667	51.3%	140,000	4,370
Fire Service Charge	-	-	-	N/A	-	-
Meter Charges	330	1,241	1,442	86.1%	17,300	911
Special Services	576	-	833	0.0%	10,000	(576)
Investment Interest	48,213	115,612	29,167	396.4%	350,000	67,399
Proceeds from Property Sale	-	-	-	N/A	-	-
Miscellaneous	11,334	5,801	95,811	6.1%	1,149,730	(5,533)
Total Operating Revenues	**$ 860,113**	**$ 965,360**	**$ 1,037,880**	**93.0%**	**$ 12,454,555**	**$ 105,247**
OPERATING EXPENDITURES						
Personnel	$ 36,207	$ 53,522	$ 65,534	81.7%	$ 786,413	$ 17,314
Materials and Supplies	1,256	10,351	11,435	90.5%	137,216	9,095
Operation and Contract	40	11,604	591,781	2.0%	7,101,369	11,564
Capital Outlay	-	-	474,167	0.0%	5,690,000	-
Total Expenditures	**$ 37,503**	**$ 75,477**	**$ 1,142,917**	**6.6%**	**$ 13,714,999**	**$ 37,973**
Surplus (Deficit) of Revenues Over Expenditures	**$ 822,610**	**$ 889,884**	**$ (105,037)**	**-847.2%**	**$ (1,260,444)**	**$ 67,273**
INTERFUND TRANSACTIONS						
Reimbursements To Other Funds	$ -	$ -	$ (36,407)	0.0%	$ (436,879)	$ -
Total Interfund Transactions	**$ -**	**$ -**	**$ (36,407)**	**0.0%**	**$ (436,879)**	**$ -**
Fund Increase/(Decrease) - Budgetary Basis	**$ 822,610**	**$ 889,884**	**$ (141,444)**		**$ (1,697,323)**	**$ 67,273**

ADUSTMENTS TO GAAP BASIS*		
Remove Capital Outlay	$ -	$ -
Depreciation Expense	(47,917)	(47,917)
IMRF Pension Expense	(3,750)	(3,750)
OPEB Expense	(2,500)	(2,500)
Total GAAP Adjustments	**$ (54,167)**	**$ (54,167)**
Fund Increase/(Decrease) - GAAP Basis	**$ 768,443**	**$ 835,717**

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

Village of Oak Brook
Monthly Operating Statement
Sports Core Fund Consolidated Presentation
For the Period Ending January 31, 2024

	B&T Recreation Operations	Field Operations	Clubhouse Operations	Golf Club	1/31/24 YTD Total	1/31/24 YTD Amended Budget	1/31/24 % of YTD Amended Budget	2024 Adopted Budget	1/31/23 YTD Total	Difference Prior Year
OPERATING REVENUES										
Memberships	$ -	$ -	$ -	$ -	$ -	$ 79,227	0.0%	$ 950,725	$ -	$ -
Greens Fees	-	-	-	-	-	117,083	0.0%	1,405,000	-	-
Pro Shop Sales	-	-	-	-	-	18,167	0.0%	218,000	146	(146)
Golf Lessons	-	-	-	-	-	3,750	0.0%	45,000	-	-
Driving Range Fees	-	-	-	-	-	32,500	0.0%	390,000	-	-
Rentals	-	-	12,053	-	12,053	83,183	14.5%	998,200	2,531	9,522
Programs/User Fees	-	-	-	-	-	9,150	0.0%	109,800	-	-
Food Sales	-	-	-	-	-	3,992	0.0%	47,900	162	(162)
Beverage Sales	-	-	-	-	-	6,471	0.0%	77,650	1,742	(1,742)
Taste of Oak Brook	-	-	-	-	-	-	N/A	-	-	-
Grants	-	-	-	-	-	-	N/A	-	-	-
Other Revenue	300	-	-	140	440	8,263	5.3%	99,160	202	238
Total Operating Revenues	**$ 300**	**$ -**	**$ 12,053**	**$ 140**	**$ 12,493**	**$ 361,786**	**3.5%**	**$ 4,341,435**	**$ 4,783**	**$ 7,710**
OPERATING EXPENDITURES										
Personnel	$ -	$ -	$ -	$ 42,388	$ 42,388	$ 116,248	36.5%	$ 1,671,380	$ 40,057	$ 2,331
Materials & Supplies	63	-	740	184	988	36,104	2.7%	718,900	9,213	(8,226)
Operational & Contractual	20,776	-	1,383	13,879	36,037	90,354	39.9%	942,765	8,214	27,823
Other	-	-	-	-	-	-	N/A	-	-	-
Capital	-	-	-	-	-	89,688	0.0%	466,750	162,946	(162,946)
Total Operating Expenditures	**$ 20,840**	**$ -**	**$ 2,122**	**$ 56,451**	**$ 79,413**	**$ 332,394**	**23.9%**	**$ 3,799,795**	**$ 220,430**	**$ (141,017)**
B&T Administration Overhead Allocation*	$ -	$ -	$ -	$ -	$ -	$ -	N/A	$ -	$ -	$ -
Operating Revenues Over (Under) Expenditures	**$ (20,539)**	**$ -**	**$ 9,931**	**$ (56,311)**	**$ (66,920)**	**$ 29,392**	**-227.7%**	**$ 541,640**	**$ (215,647)**	**$ 148,727**
INTERFUND TRANSACTIONS										
Interfund Loan**	$ -	$ -	$ -	$ -	$ -	$ -	N/A	$ -	$ -	$ -
Transfer From General Fund	-	-	-	-	-	-	N/A	-	-	-
Transfer From Golf Surcharge Fund	-	-	-	-	-	(2,080)	0.0%	(24,957)	-	-
Reimbursement From Infrastructure Fund	-	-	-	-	-	-	N/A	-	-	-
Reimbursement From Water Fund	-	-	-	-	-	3,333	0.0%	40,000	-	-
Reimbursement To General Fund	-	-	-	-	-	(14,383)	0.0%	(172,600)	-	-
Total Interfund Transactions	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ (13,130)**	**0.0%**	**$ (157,557)**	**$ -**	**$ -**
Total Revenues Over (Under) Expenditures - Budgetary Basis	$ (20,539)	$ -	$ 9,931	$ (56,311)	$ (66,920)	$ 16,262		$ 384,083	$ (215,647)	$ 148,727
ADJUSTMENTS TO GAAP BASIS**										
Remove Capital Outlay	$ -	$ -	$ -	$ -	$ -				$ 162,946	
Depreciation Expense	(14,019)	(140)	(25,000)	(20,525)	(59,684)				(59,684)	
IMRF Pension Expense	(171)	-	(1,250)	(2,042)	(3,463)				(3,463)	
OPEB Expense	-	-	(1,250)	(2,333)	(3,583)				(3,583)	
Total GAAP Adjustments	**$ (14,190)**	**$ (140)**	**$ (27,500)**	**$ (24,900)**	**$ (66,730)**				**$ 96,216**	
Fund Increase/(Decrease) - GAAP Basis	**$ (34,729)**	**$ (140)**	**$ (17,569)**	**$ (81,211)**	**$ (133,650)**				**$ (119,431)**	

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

Village of Oak Brook
Monthly Operating Statement
Bath & Tennis Club Recreation Operations
For the Period Ending January 31, 2024

	811 B&T Admin	812 Swimming	813 Tennis	822 Poolside Café	1/31/24 YTD Total	1/31/24 YTD Adopted Budget	1/31/24 % of YTD Amended Budget	2024 Adopted Budget	1/31/23 YTD Total	Difference Prior Year
OPERATING REVENUES										
Memberships	$ -	$ -	$ -	$ -	$ -	$ 36,898	0.0%	$ 442,775	$ -	$ -
Programs/User Fees	-	-	-	-	-	9,150.00	0.0%	109,800	-	-
Food Sales	-	-	-	-	-	500.00	0.0%	6,000	-	-
Beverage Sales	-	-	-	-	-	200.00	0.0%	2,400	-	-
Grants	-	-	-	-	-	-	N/A	-	-	-
Other Revenue	300	-	-	-	300	7,513	4.0%	90,160	210	90
Total Operating Revenues	**$ 300**	**$ -**	**$ -**	**$ -**	**$ 300**	**$ 54,261**	**0.6%**	**$ 651,135**	**$ 210**	**$ 90**
OPERATING EXPENDITURES										
Personnel	$ -	$ -	$ -	$ -	$ -	$ 20,991	0.0%	$ 251,888	$ -	$ -
Materials & Supplies	-	-	-	63	63	3,782	1.7%	45,380	(123)	186
Operational & Contractual	639	20,137	-	-	20,776	47,753	43.5%	573,034	-	20,776
Other	-	-	-	-	-	-	N/A	-	-	-
Capital	-	-	-	-	-	72,875	0.0%	874,500	-	-
Total Operating Expenditures	**$ 639**	**$ 20,137**	**$ -**	**$ 63**	**$ 20,840**	**$ 145,400**	**14.3%**	**$ 1,744,801**	**$ (123)**	**$ 20,963**
B&T Administration Overhead Allocation*	$ -	$ -	$ -	$ -	$ -	$ -	N/A	$ 37,457	$ -	$ -
Operating Revenues Over (Under) Expenditures	**$ (339)**	**$ (20,137)**	**$ -**	**$ (63)**	**$ (20,539)**	**$ (91,139)**	**22.5%**	**$ (1,056,210)**	**$ 333**	**$ (20,872)**
Transfer From General Fund	-	-	-	-	-	-	N/A	-		-
Reimbursement From Infrastructure Fund	-	-	-	-	-	$ -	N/A	-	-	-
Reimbursement From Water Fund	-	-	-	-	-	3,333	0.0%	40,000	-	-
Reimbursement To General Fund	-	-	-	-	-	(1,687)	0.0%	(20,242)	-	-
Total Interfund Transactions	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 1,647**	**0.0%**	**$ 19,758**	**$ -**	**$ -**
Total Revenues Over (Under) Expenditures - Budgetary Basis	**$ (339)**	**$ (20,137)**	**$ -**	**$ (63)**	**$ (20,539)**	**$ (89,492)**		**$ (1,036,452)**	**$ 333**	**$ (20,872)**
ADUSTMENTS TO GAAP BASIS**										
Remove Capital Outlay	$ -	$ -	$ -	$ -	$ -				$ -	
Depreciation Expense	(5,363)	(8,333)	(225)	(97)	(14,019)				(14,019)	
IMRF Pension Expense	(167)	-	-	(4)	(171)				(171)	
Total GAAP Adjustments	**$ (5,530)**	**$ (8,333)**	**$ (225)**	**$ (102)**	**$ (14,190)**				**$ (14,190)**	
Fund Increase/(Decrease) - GAAP Basis	**$ (5,869)**	**$ (28,470)**	**$ (225)**	**$ (165)**	**$ (34,729)**				**$ (13,857)**	

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

Village of Oak Brook
Monthly Operating Statement
Open Fields Operations
For the Period Ending January 31, 2024

	815 Polo	816 Open Fields	1/31/24 YTD Total	1/31/24 YTD Amended Budget	1/31/24 % of YTD Amended Budget	2024 Adopted Budget	1/31/23 YTD Total	Difference Prior Year
OPERATING REVENUES								
Field Rentals	$ -	$ -	$ -	$ 16,083	0.0%	$ 193,000	$ 1,500	$ (1,500)
Range Rentals	-	-	-	-	N/A	-	-	-
Taste of Oak Brook	-	-	-	-	N/A	-	-	-
Other Revenue	-		-	-	N/A	-	-	-
Total Operating Revenues	**$ -**	**$ -**	**$ -**	**$ 16,083**	**0.0%**	**$ 193,000**	**$ 1,500**	**$ (1,500)**
OPERATING EXPENDITURES								
Personnel	$ -	$ -	$ -	$ -	N/A		$ -	$ -
Materials & Supplies	-	-	-	791	0.0%	$ 9,490	-	-
Operational & Contractual	-	-	-	6,338	0.0%	76,050	-	-
Capital	-	-	-	3,833	0.0%	46,000	-	-
Total Operating Expenditures	**$ -**	**$ -**	**$ -**	**$ 10,962**	**0.0%**	**$ 131,540**	**$ -**	**$ -**
Operating Revenues Over (Under) Expenditures	**$ -**	**$ -**	**$ -**	**$ 5,122**	**0.0%**	**$ 61,460**	**$ 1,500**	**$ (1,500)**
INTERFUND TRANSACTIONS								
Transfer From Hotel Tax Fund	$ -	$ -	$ -	$ -	N/A	$ -	$ -	$ -
Total Interfund Transactions	**$ -**	**$ -**	**$ -**	**$ -**	**N/A**	**$ -**	**$ -**	**$ -**
Total Revenues Over (Under) Expenditures - Budgetary Basis	**$ -**	**$ -**	**$ -**	**$ 5,122**		**$ 61,460**	**$ 1,500**	**$ (1,500)**
ADUSTMENTS TO GAAP BASIS**								
Remove Capital Outlay	$ -	$ -	$ -				$ -	
Depreciation Expense	-	(140)	(140)				(140)	
Total GAAP Adjustments	**$ -**	**$ (140)**	**$ (140)**				**$ (140)**	
Fund Increase/(Decrease) - GAAP Basis	**$ -**	**$ (140)**	**$ (140)**				**$ 1,360**	

*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 t
various Sports Core Programs on a percentage basis.
**Estimates based on historical year-end audit adjustments. Actual amounts are not measured and recorded until the end of the year.

Village of Oak Brook
Monthly Operating Statement
Bath & Tennis Clubhouse Operations
For the Period Ending January 31, 2024

	821 B&T Clubhouse	1/31/24 YTD Amended Budget	1/31/24 % of YTD Amended Budget	2024 Adopted Budget	1/31/23 YTD Total	Difference Prior Year
OPERATING REVENUES						
Rentals	$ 12,053	$ 19,417	62.1%	$ 233,000	$ 1,031	$ 11,022
Other Revenue	-	-	0.0%	-	-	-
Total Operating Revenues	**$ 12,053**	**$ 19,417**	**62.1%**	**$ 233,000**	**$ 1,031**	**$ 11,022**
OPERATING EXPENDITURES						
Personnel	$ -	$ -	N/A	$ -	$ 690	$ (690)
Materials & Supplies	740	1,146	64.6%	13,750	1,226	(486)
Operational & Contractual	1,383	4,415	31.3%	52,978	-	1,383
Capital	-	-	N/A	-	-	-
Total Operating Expenditures	**$ 2,122**	**$ 5,561**	**38.2%**	**$ 66,728**	**$ 1,916**	**$ 206**
B&T Administration Overhead Allocation*	$ -	$ -	N/A	$ (12,500)	$ -	$ -
Operating Revenues Over (Under) Expenditures	**$ 9,931**	**$ 13,856**	**71.7%**	**$ 153,772**	**$ (885)**	**$ 10,816**
INTERFUND TRANSACTIONS						
Transfer From General Fund	$ -	$ -	0.0%	$ -	$ -	$ -
Total Interfund Transactions	**$ -**	**$ -**	0.0%	**$ -**	**$ -**	**$ -**
Total Revenues Over (Under) Expenditures - Budgetary Basis	**$ 9,931**	**$ 13,856**		**$ 153,772**	**$ (885)**	**$ 10,816**
ADUSTMENTS TO GAAP BASIS**						
Remove Capital Outlay	$ -				$ -	
Depreciation Expense	(25,000)				(25,000)	
IMRF Pension Expense	(1,250)				(1,250)	
OPEB Expense	(1,250)				(1,250)	
Total GAAP Adjustments	**$ (27,500)**				**$ (27,500)**	
Fund Increase/(Decrease) - GAAP Basis	**$ (17,569)**				**$ (28,385)**	

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

Village of Oak Brook
Monthly Operating Statement
Golf Club Programs
For the Period Ending January 31, 2024

	823 Golf Café	831 Golf General Operation	832 Golf Learning & Practice	833 Golf Cart Operations	834 Golf Course Maintenance	1/31/24 YTD Total	1/31/24 YTD Amended Budget	1/31/24 % of YTD Amended Budget	2024 Adopted Budget	1/31/23 YTD Total	Difference Prior Year
OPERATING REVENUES											
Memberships	$ -	$ -	$ -	$ -	$ -	$ -	$ 42,329	0.0%	$ 507,950	$ -	$ -
Greens Fees	-	-	-	-	-	-	117,083	0.0%	1,405,000	-	-
Pro Shop Sales	-	-	-	-	-	-	18,167	0.0%	218,000	146	(146)
Golf Lessons	-	-	-	-	-	-	3,750	0.0%	45,000	-	-
Driving Range Fees	-	-	-	-	-	-	32,500	0.0%	390,000	-	-
Rentals	-	-	-	-	-	-	47,683	0.0%	572,200	-	-
Food Sales	-	-	-	-	-	-	3,492	0.0%	41,900	162	(162)
Beverage Sales	-	-	-	-	-	-	6,271	0.0%	75,250	1,742	(1,742)
Other Revenue	-	140	-	-	-	140	750	18.7%	9,000	(8)	148
Total Operating Revenues	**$ -**	**$ 140**	**$ -**	**$ -**	**$ -**	**$ 140**	**$ 272,025**	**0.1%**	**$ 3,264,300**	**$ 2,042**	**$ (1,902)**
OPERATING EXPENDITURES											
Personnel	$ -	$ 25,858	$ -	$ -	$ 16,530	$ 42,388	$ 95,258	44.5%	$ 1,143,092	$ 39,367	$ 3,021
Materials & Supplies	-	(118)	-	-	302	184	30,386	0.6%	364,633	8,110	(7,926)
Operational & Contractual	-	2,329	-	-	11,549	13,879	31,848	43.6%	382,181	8,214	5,665
Other	-	-	-	-	-	-	-	N/A	-	-	-
Capital	-	-	-	-	-	-	12,980	0.0%	155,755	162,946	(162,946)
Total Operating Expenditures	**$ -**	**$ 28,069**	**$ -**	**$ -**	**$ 28,382**	**$ 56,451**	**$ 170,472**	**33.1%**	**$ 2,045,661**	**$ 218,637**	**$ (162,186)**
Operating Revenues Over (Under) Expenditures	**$ -**	**$ (27,929)**	**$ -**	**$ -**	**$ (28,382)**	**$ (56,311)**	**$ 101,553**	**-55.4%**	**$ 1,218,639**	**$ (216,595)**	**$ 160,284**
INTERFUND TRANSACTIONS											
Overhead Charge	$ -	$ -	$ -	$ -	$ -	$ -	$ (2,080)	0.0%	$ (24,957)	$ -	$ -
Transfers from Other Fund	-	-	-	-	-	-	-	0.0%	150,000	-	-
Reimbursement to General Fund	-	-	-	-	-	-	(12,697)	0.0%	(152,358)	-	-
Total Interfund Transactions	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ (14,776)**	**0.0%**	**$ (27,315)**	**$ -**	**$ -**
Total Revenues Over (Under) Expenditures - Budgetary Basis	**$ -**	**$ (27,929)**	**$ -**	**$ -**	**$ (28,382)**	**$ (56,311)**	**$ 86,777**		**$ 1,191,324**	**$ (216,595)**	**$ 160,284**
ADUSTMENTS TO GAAP BASIS*											
Remove Capital Outlay	$ -	$ -	$ -	$ -	$ -	$ -				$ 162,946	
Depreciation Expense	(83)	(8,750)	(192)	(1,083)	(10,417)	(20,525)				(20,525)	
IMRF Pension Expense	(208)	(833)	(83)	-	(917)	(2,042)				(2,042)	
OPEB Expense	(250)	(1,250)	-	-	(833)	(2,333)				(2,333)	
Total GAAP Adjustments	**$ (542)**	**$ (10,833)**	**$ (275)**	**$ (1,083)**	**$ (12,167)**	**$ (24,900)**				**$ 138,046**	
Fund Increase/(Decrease) - GAAP Basis	**$ (542)**	**$ (38,763)**	**$ (275)**	**$ (1,083)**	**$ (40,549)**	**$ (81,211)**				**$ (78,549)**	

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

ITEM 6.D.1.
BOARD OF TRUSTEES MEETING
SAMUEL E. DEAN BOARD ROOM
BUTLER GOVERNMENT CENTER
1200 OAK BROOK ROAD
OAK BROOK, ILLINOIS
630-368-5000

AGENDA ITEM

Board of Trustees Regular Meeting
of
March 12, 2024

SUBJECT: Sports Core Parking Lot Addition

FROM: Tim O'Malley, Interim Public Works Director

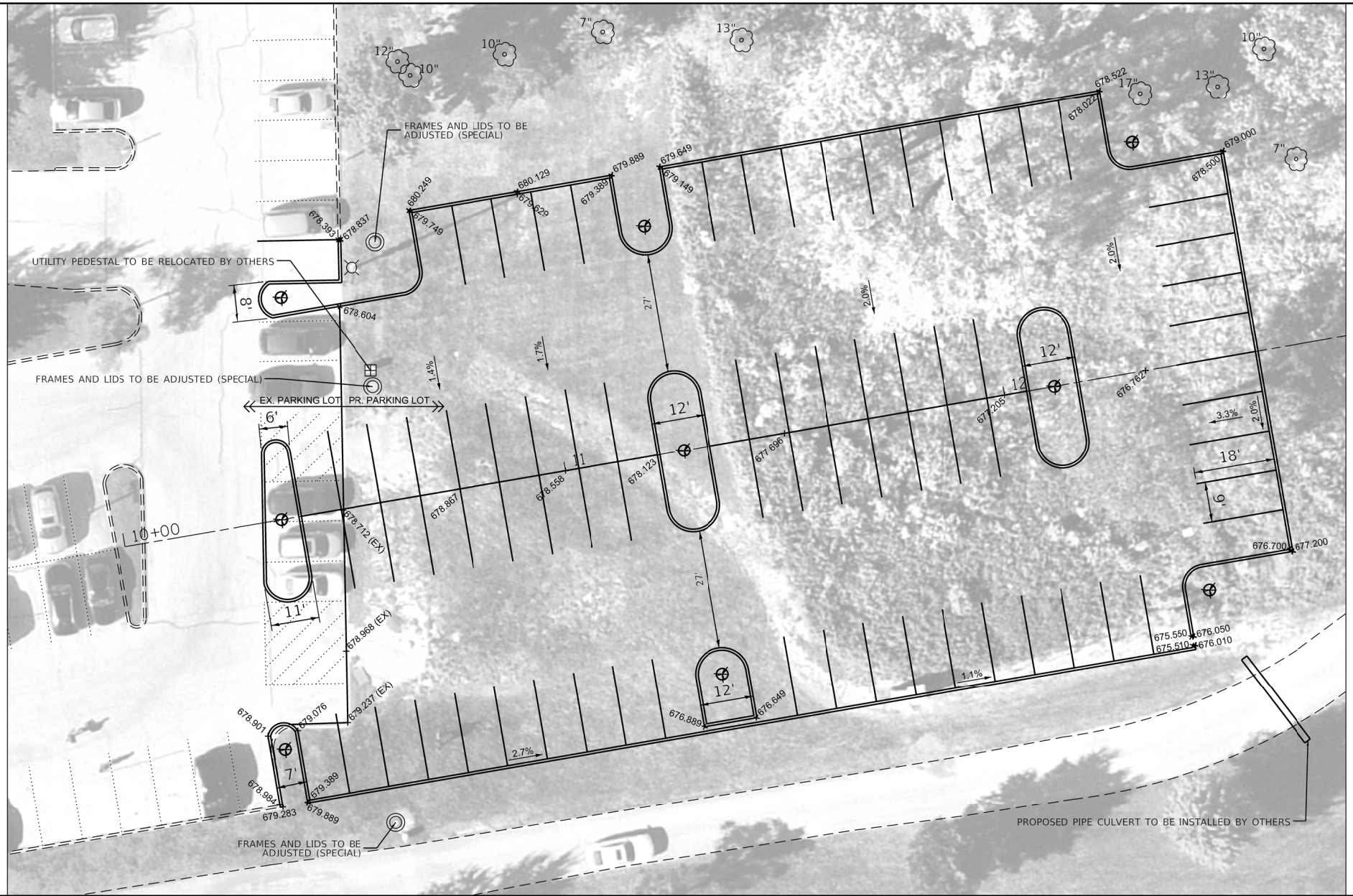
BUDGET SOURCE/BUDGET IMPACT: $260,000.00 is allocated in 811- 90400 of the FY2024 Budget

RECOMMENDED MOTION: I move that the Village Board authorize staff to seek bids for the Sports Core Parking Lot Addition.

Background/History:
The scope of this project is to construct an addition to the parking lot, adding 81 additional parking spaces east of the existing soccer lot and south of the upper tennis courts. Approximately 10 spaces in the existing asphalt parking lot will be removed or reconfigured to provide access into the new lot. The proposed parking area will be approximately 24,000 square feet and be constructed of a thick gravel section, with a hot-mix asphalt surface course. The lot will also be graded to provide positive drainage preventing puddles and low areas.

Recommendation:
I move that the Village Board authorize staff to seek bids for the Sports Core Parking Lot Addition.

Attachments:
1. Sports Core Parking Lot



FILE NAME = F:\468-082 Oak Brook - Sports Core Parking Lot\Engineering\EXHIBITS\468-082_Exhibit 3 (Elevations).dgn

BLA, Inc.	USER NAME = ycontreras	DESIGNED - YC	REVISED -	VILLAGE OF OAK BROOK	SPORTS CORE PARKING LOT ADDITION PROJECT EXHIBIT	F A P RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
	PLOT SCALE = 20.9091 ' / in.	DRAWN - YC	REVISED -					DUPAGE	14	
		CHECKED - JL	REVISED -					CONTRACT NO.		
	PLOT DATE = 3/7/2024	DATE - 3/7/2024	REVISED -		SCALE: 1"=20' SHEET OF SHEETS STA. TO STA.			ILLINOIS		

ITEM 6.E.1.
BOARD OF TRUSTEES MEETING
SAMUEL E. DEAN BOARD ROOM
BUTLER GOVERNMENT CENTER
1200 OAK BROOK ROAD
OAK BROOK, ILLINOIS
630-368-5000

AGENDA ITEM

Board of Trustees Regular Meeting
of
March 12, 2024

SUBJECT: Referral – Blistex Inc. – 100 Windsor Drive – Zoning Variations for Parking

FROM: Rebecca Von Drasek, Development Services Director

BUDGET SOURCE/BUDGET IMPACT: N/A

RECOMMENDED MOTION: I move to refer the request for zoning variations for parking to the Planning & Zoning Commission for public hearing and recommendation.

Background/History:

The applicant and property owner, Blistex Inc. has submitted a parking variation request to install 96 additional parking spaces. Forty-six (46) parking spaces will be in the front yard and fifty (50) will be in the side yard of the property that faces Swift Drive. The intent of the project is to increase the parking ratio in order to meet current and future employee parking demands. Their improvement plans contemplate the removal of the existing curb-cut/circular drive on Windsor Drive, re-connection of the Windsor Drive sidewalk, construction of new landscaping improvements, and stormwater management facilities.

The specific zoning variation requests are to Sections 13-15-2(A) – relief from Planned Development requirements and 13-12-3-H.2 of the Zoning Code to permit 96 parking spaces in the front and corner side yards.

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

1. Public Hearing Application for Zoning Variations,
2. Cover letter(s) explaining the request,
3. Zoning Variation Standards, and
4. Site Plan

Recommendation:

Staff recommends that the Village Board refer the request for a zoning variation for 100 Windsor Drive to the Planning & Zoning Commission for review, public hearing, and a recommendation.

Attachments:

1. Blistex Variation Referral

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

PETITION APPLICATION for PUBLIC HEARING

ZONING ORDINANCE: ☐ APPEAL ($300) ☑ VARIATION ($750)
☐ AMENDMENT ($750) ☐ SPECIAL USE ($750)

☐ CERTIFICATE OF APPROPRIATENESS ($500) STORMWATER: ☐ VARIATION ($750)

PUBLIC HEARING SIGNS ($50- each lot frontage) 2 - Enter Number of Street Frontages/Per Parcel

APPLICANT TO COMPLETE

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

LOCATION OF SUBJECT PROPERTY 100 Windsor Drive, Oak Brook, IL 60523 PERMANENT PARCEL NO*. 06 - 24 - 402 - 023

LOT NO. 1 SUBDIVISION Oak Brook Development Company's Subdivision No. 4 LEGAL ADDRESS* _____

ZONING DISTRICT ORA1 ZONING ORDINANCE SECTION _ ACTION REQUESTED Variance from the Zoning Ordinance to permit Applicant to proceed without filing an application for a new planned development, to permit parking within the required setback and to provide relief from the side and rear yard landscaping requirements in accordance with the preliminary plans attached hereto.

PROPERTY INTEREST OF APPLICANT: OWNER ☑ CONTRACT PURCHASER ☐ AGENT ☐

OWNER(S) OF RECORD Blistex 100, L.L.C. PHONE _____

ADDRESS 100 Windsor Drive CITY Oak Brook, STATE IL ZIP 60523

BENEFICIARY(IES) OF TRUST _____ PHONE _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

NAME OF APPLICANT (and Billing Information) Same as Owner. PHONE _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

Contact Name and E-mail Address(s) Scott Halliday, email: shalliday@blistex.com

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

Scott D. Halliday — Signature of Owner | 2/16/2024 — Date | Same as Owner — Signature of Applicant | _____ — Date

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

Date Filed 2/16/24 Fee Paid $ 1600.00 Receipt No. 733403 Received By CC

Board of Trustees (Referral) 3/12/24 Notice Published 3/13/24 Newspaper Daily Herald Adj. Property Owners Notified 3/13/24

PUBLIC HEARING DATES: Planning & Zoning Commission 4/3/24

Board of Trustees 4/23/24 Board of Trustees (Approval of Ordinance) 5/14/24

SIGNED - VILLAGE CLERK Netasha Scarpenit Date 2/16/24

February 16, 2024

Rebecca Von Drasek
Development Services Director
Village of Oak Brook
1200 Oak Brook Road
Oak Brook, IL 60523

RE: 100 Windsor Drive/Request for Variations

Dear Ms. Von Drasek:

Family-owned Blistex Inc. was established as an Illinois corporation in 1947. At the time, our products were manufactured by third-parties and operations remained that way until 1968, when Blistex Inc. built its first manufacturing facility and headquarters at 700 Enterprise Drive in Oak Brook. In other words, we have been a part of the Oak Brook business community for over 55 years.

In 1978, after a decade of successful growth, we built a new headquarters and manufacturing and distribution facility at 1800 Swift Drive and sold the 700 Enterprise Drive property. In 1996, additional warehouse and distribution space was needed so Blistex Inc. purchased the property and existing building at 100 Windsor Drive, effectively next door to the 1800 Swift Drive property. In 2013, we constructed a significant addition to the building at 1800 Swift Drive to increase warehouse and research and development space.

I note also that members of the Blistex Inc. ownership family have been Oak Brook residents since 1971.

Although Blistex Inc. originally sold only lip care products, our current portfolio of manufactured and distributed brands includes Blistex, Stridex, Odor-Eaters, Tucks, Kank-A, Ivarest, and Foille. Over the years, the Company has grown to the point where it now directly or indirectly employs more than 400 individuals in Oak Brook.

Recently, it became clear that Blistex Inc. once again needs more space for distribution and manufacturing. For that reason, in September 2023, a facility was purchased at 2379 Davey Road in Woodridge, Illinois which is being reconfigured to handle the warehousing and distribution activities that are currently supported by 22 staff at the 100 Windsor Drive location. Planning for current and future needs, the strategy is to repurpose the 100 Windsor Drive property to add significant manufacturing capabilities and equipment. Supporting this vision will require additional professional, technical, and production staff for which the existing on-site 46 parking spaces will not be sufficient. It is for this critical reason that Blistex Inc. is submitting the enclosed application for zoning variations to the Village and respectfully requesting that it be allowed to expand the parking capacity of the Windsor Drive property to include a total of 136 parking spaces.

1800 Swift Drive, Oak Brook, IL 60523-1574
(630) 571-2870 Fax (630) 571-3437

Summary of Current and Future Operations/Anticipated Timeline

Currently, we use 100 Windsor as a distribution center and customer service center with 22 employees who work one shift per day, five days per week. Our plan is to invest significant dollars into the conversion of the Windsor Drive property into a packaging and manufacturing facility which will operate three shifts per day, five days per week, with each shift consisting of approximately 75 employees. We do not anticipate an adverse impact on traffic on the streets which serve the area in which we are located.

Our goal is to relocate the distribution and customer service operations which are presently being conducted at the Windsor Drive property to Woodridge in May 2024, begin Windsor Drive parking lot construction in June 2024, complete all parking lot and landscaping improvements by September 2024, and complete all interior building improvements by November 2024.

Summary of Proposal

Presently, there are 46 parking spaces existing on the Windsor Drive property, six of which are located in the existing front entry circular drive which we are planning to demolish. Blistex Inc. is seeking to increase the number of on-site parking spaces to 136 based on the off-street parking requirements of the Village's Zoning Ordinance. That ordinance requires the greater of 87 parking spaces, based on the square footage of the building (69,000 sf × 1 space/800 sf), or 150 parking spaces, based on a requirement to provide one parking space for every 1.5 employees (75 employees ÷ 1.5 employees per space × 3 shifts). We need the requested 136 parking spaces to account for the operation of the three shifts described above. During shift changes, sufficient parking spaces will be needed to allow arriving employees to park during a time in which departing employees might not yet have left. The nature of the overlapping shifts creates a spike in parking demand at shift change that we need to address if we are going to be able to operate successfully.

Of the 96 new parking spaces we are seeking to construct, 46 will be in the front yard of the property and 50 will be in the side yard of the property that faces Swift Drive.

Finally, our improvement plans contemplate the removal of the existing curb-cut and existing circular drive on Windsor Drive, reconnection of the Windsor Drive sidewalk, and construction of new landscaping improvements and stormwater management facilities which will reflect best practices and benefit not only the property but the properties of Blistex Inc.'s neighbors.

Current Zoning/Requests for Relief

The 100 Windsor Drive property is situated in the Village's ORA-1 Office-Research-Assembly District and Planned Development Overlay District and in the York and Windsor Subarea of the 2019 Commercial Areas Revitalization Land Use Plan which is designated for Business Park use.

To construct the parking spaces Blistex Inc. is seeking to construct it will need the following variations from the provisions of the Village's Zoning Ordinance:

- A variation from Section 13-15-8(A) which would require Blistex Inc. to pursue an amendment to a planned development through the planned development amendment process; and
- Variations from Section 13-12-3(h)(2) to allow more than six parking spaces to be located in the front yard (which Blistex Inc. has designated to be Windsor Drive pursuant to Section 13-3-4(E)) and along the side of a building adjoining a street (that is, Swift Drive).

As you will see on the landscaping plans we are including with our application, the front and side yards mentioned above will be heavily landscaped to appropriately screen the area in which the new parking spaces are being constructed. The renovated landscape will include berms, rain gardens and many plant species native to the area. This landscaping will add to the attractiveness of our Windsor Drive property and enhance the appearance of the York and Windsor Subarea of the 2019 Commercial Areas Revitalization Land Use Plan.

Project Benefits

If approved, our project will produce economic benefit for the Village of Oak Brook. There will be a significant investment made in an existing older property, a new manufacturing facility will be established and a number of new individuals will be employed in Oak Brook who will not only be working, but dining and shopping in the Village. Our project will also ensure the continuing payment of a significant amount of real estate taxes to local taxing jurisdictions and result in the payment of new building permit and other fees to the Village.

We look forward to working with Village staff on our application and to appearing before the Planning and Zoning Commission at its April 3 meeting for a public hearing on our variation requests.

Please let us know if you have any questions or if any additional information is required at this time.

Very truly yours,

Blistex Inc.

Scott D. Halliday

Scott Halliday
Chief Operating Officer

VARIATION STANDARDS

1. a. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations governing the district in which it is located.

RESPONSE: *If the property remains improved and used as it currently exists, Oak Brook zoning regulations, which strictly limit the amount of parking that can be created on the property, preclude the property owner from making a reasonable return on a new investment in the property. Given the prime location of 100 Windsor Drive in a bustling business park, the inability to utilize the front and side yards for parking creates an unreasonable and severe limitation on Blistex's ability to realize a reasonable return should it proceed to make the substantial reinvestment in the property that it is willing and prepared to make.*

1. b. The plight of the owner is due to unique circumstances.

RESPONSE: *Blistex, through a related entity, has owned the property situated at 100 Windsor Drive for over 25 years. It is a unique parcel in that it is a corner lot surrounded on two sides by a public street and on a third side by a private drive that was improved long ago by a building that was constructed in close proximity to these three streets. Blistex's very successful and growing business has placed it in the unique position of having to repurpose its existing facility for manufacturing use.*

1. c. The variation, if granted, will not alter the essential character of the locality.

RESPONSE: *The variations being requested by Blistex, if granted, will not alter the essential character of the York and Windsor Sub-Area of the 2019 Commercial Revitalization Land Use Plan. In fact, the thoughtful landscape design elements that will be installed on the property if the variations are granted and the new parking spaces are constructed on the property will enhance the character of the northwest corner of Windsor Drive and Swift Drive and be consistent with what other property owners in the area have recently done to their properties (for example, ComEd). By adhering to the scale and design principles prevalent in the locality, the proposed parking lot modifications, combined with the proposed landscape design, will complement rather than disrupt the existing fabric of the business park.*

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

RESPONSE: *The physical location of the building on the property at 100 Windsor Drive presents inherent challenges that render strict adherence to the existing regulations impractical and unduly burdensome for Blistex. How the building is set on the property poses substantial constraints on land use. These conditions limit the feasible options for site design and access, thereby exacerbating the challenges faced by Blistex in realizing a reasonable return on the investment it is proposing to make in its property. The unique physical characteristics of 100 Windsor Drive, including those described above, translate into tangible financial burdens and operational limitations that significantly impact Blistex's ability to utilize the property effectively. Evaluations and assessments have affirmed that strict adherence to the regulations would indeed impose undue hardship on Blistex. These professional opinions provide objective validation of the challenges posed by the property's physical surroundings. Granting the variations tailored to the specific physical characteristics of 100 Windsor would strike a balance between regulatory objectives and Blistex's legitimate business interests.*

2. b. The condition upon which the petition for variation is based would not be applicable generally to the other property within the same zoning classification.

RESPONSE: *The conditions prompting the petition for variations stem from the unique characteristics of and circumstances specific to the 100 Windsor Drive property, as described above. These create site specific challenges that set the property apart from other properties situated in the ORA 1 Office-Research-Assembly zoning district. The property's location introduces complexities not typically encountered by nearby properties.*

2. c. The granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located.

RESPONSE: *The variations being requested have been carefully evaluated with due consideration being given for their potential impact on other properties and improvements in the area and the public welfare. Those evaluations have been conducted to ensure that any changes to the property will enhance, rather than detract from, the overall well-being of the area and community. Measures have been incorporated into the redevelopment proposal to mitigate any potential adverse effects on neighboring properties in the business park. These include provisions for environmental protection, traffic management, and aesthetic preservation. Independent assessments by qualified experts have concluded that the granting of the variations will not result in any significant adverse impacts on the public welfare or neighboring properties.*

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

RESPONSE: *The variations being requested have been meticulously designed to ensure that neighboring properties maintain an adequate supply of light and air. Comprehensive site planning and architectural considerations have been employed to optimize the additional parking spaces, therefore minimizing any potential obstruction or shadowing effects. Creating the additional parking spaces that will be constructed if the variations are granted will not substantially increase the danger of fire or otherwise endanger the public safety. Village fire equipment will not be prevented from accessing the building in the event of a fire. Traffic flow, pedestrian access, and emergency egress have been carefully addressed in Blistex's redevelopment proposal so that any potential hazards or risks to public safety from that proposal are minimized. Approval of the requested variations and construction of the proposed new parking lot, will not diminish or impair the values of surrounding properties. On the contrary, it is anticipated that the responsible addition of parking at 100 Windsor Drive, combined with the proposed landscape design elements, will have a positive effect on and generally enhance the overall attractiveness of this part of the York and Windsor Sub-Area of the 2019 Commercial Revitalization Land Use Plan.*

2. e. That the purpose of the variation is not based exclusively upon a desire to make more money out of the property.

RESPONSE: *The variations being requested stem from a comprehensive assessment of various factors focused on the repurposing of the facility to one capable of supporting light manufacturing. The primary goal is to strike a balance between maximizing the property's potential and upholding the values and objectives of the community. While financial considerations are undoubtedly a part of the equation, they are not the sole driving force behind the variations being requested. The overarching aim is to increase the amount of parking at the building while including provisions for improved landscape elements. Blistex is committed to creating a project that not only generates economic value but also promotes environmental stewardship, social responsibility and the goals of the 2019 Commercial Revitalization Land Use Plan.*

2. f. That the alleged difficulty or hardship has not been created by any person presently having an interest in the property.

RESPONSE *The difficulty or hardship encountered with the Windsor Drive property arises out of conditions that have existed since the property was originally developed in the early 1970s. These conditions predate Blistex's acquisition of the property by more than 20 years and cannot be attributed to Blistex's actions or decisions. The challenges presented by the property's original layout and design are inherent to the property, and are not the result of any Blistex act or omission.*

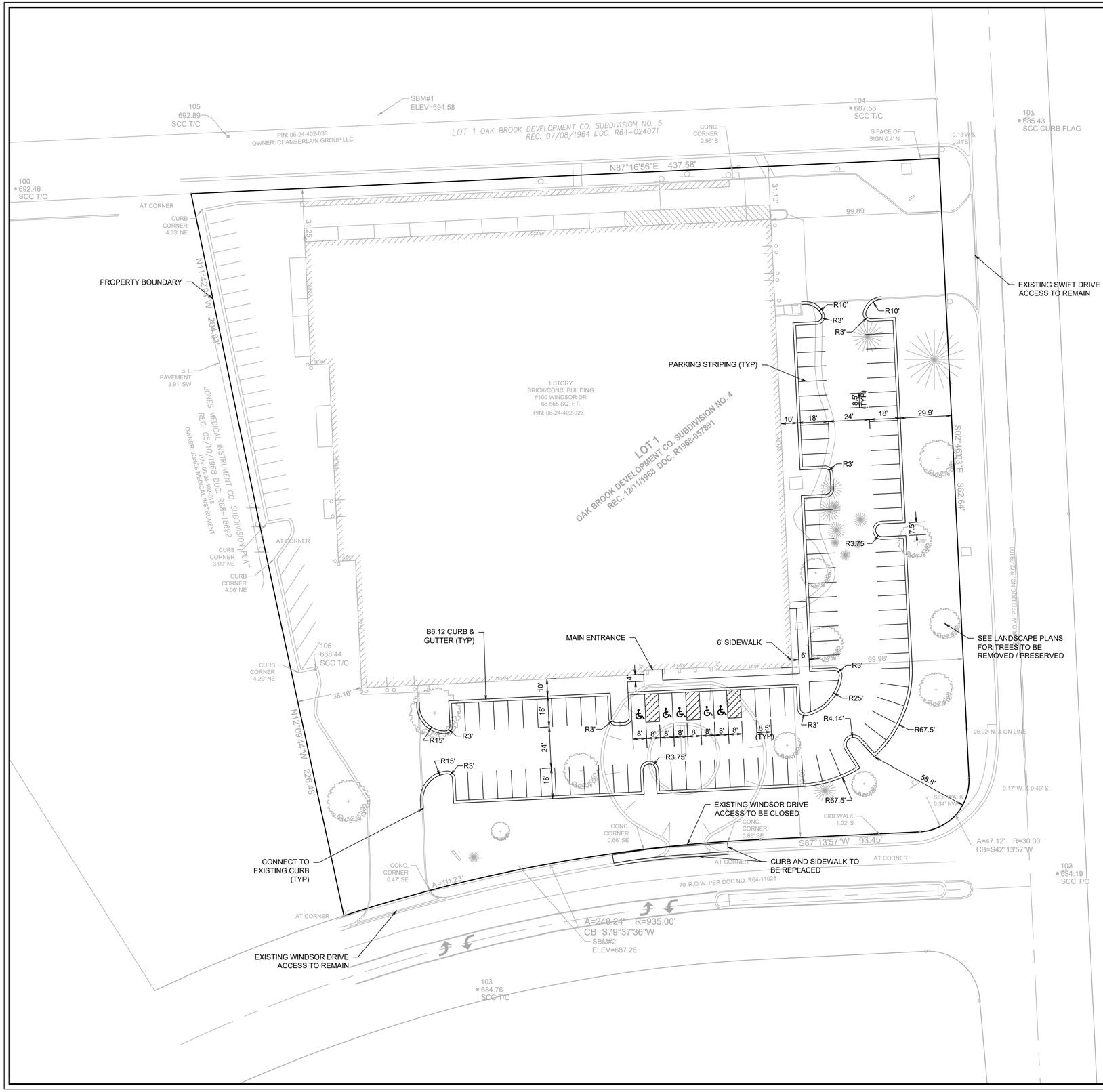
NOTES:

1. ALL DIMENSIONS SHOWN ARE TO BACK OF CURB UNLESS OTHERWISE NOTED.
2. ALL PROPOSED ON-SITE STRIPING SHALL BE PAINTED YELLOW UNLESS OTHERWISE NOTED.
3. BUILDING DIMENSIONS ARE TO OUTSIDE FACE OF BUILDING UNLESS OTHERWISE NOTED.
4. ALL CURB AND GUTTER SHALL BE B6.12 UNLESS OTHERWISE NOTED.
5. NET NEW IMPERVIOUS AREA UNDER 25,000 SF. DETENTION NOT REQUIRED. POST-CONSTRUCTION BEST MANAGEMENT PRACTICES TO BE PROVIDED WITHIN PROPOSED RAIN GARDENS.

PROPERTY SIZE = 3.72 ACRES
ZONING: ORA-1

PARKING SUMMARY

EXISTING SPACES	=	49
EXISTING SPACES TO BE REMOVED	=	9
PROPOSED STANDARD SPACES	=	91
PROPOSED ACCESSIBLE SPACES	=	5
PROPOSED TOTAL SPACES	=	96
EXISTING REMAINING SPACES	=	40
TOTAL PARKING SPACES	=	136



GRAPHIC SCALE
30 15 0 30
1" = 30'

REVISIONS		
NO.	DATE	DESCRIPTION

ORIGINAL ISSUE DATE: FEBRUARY 16, 2024

NO.	DATE	DESCRIPTION

PROJECT NO.: 240044
PROJECT MANAGER: DF
DESIGNED BY: HS
DRAWN BY: RI

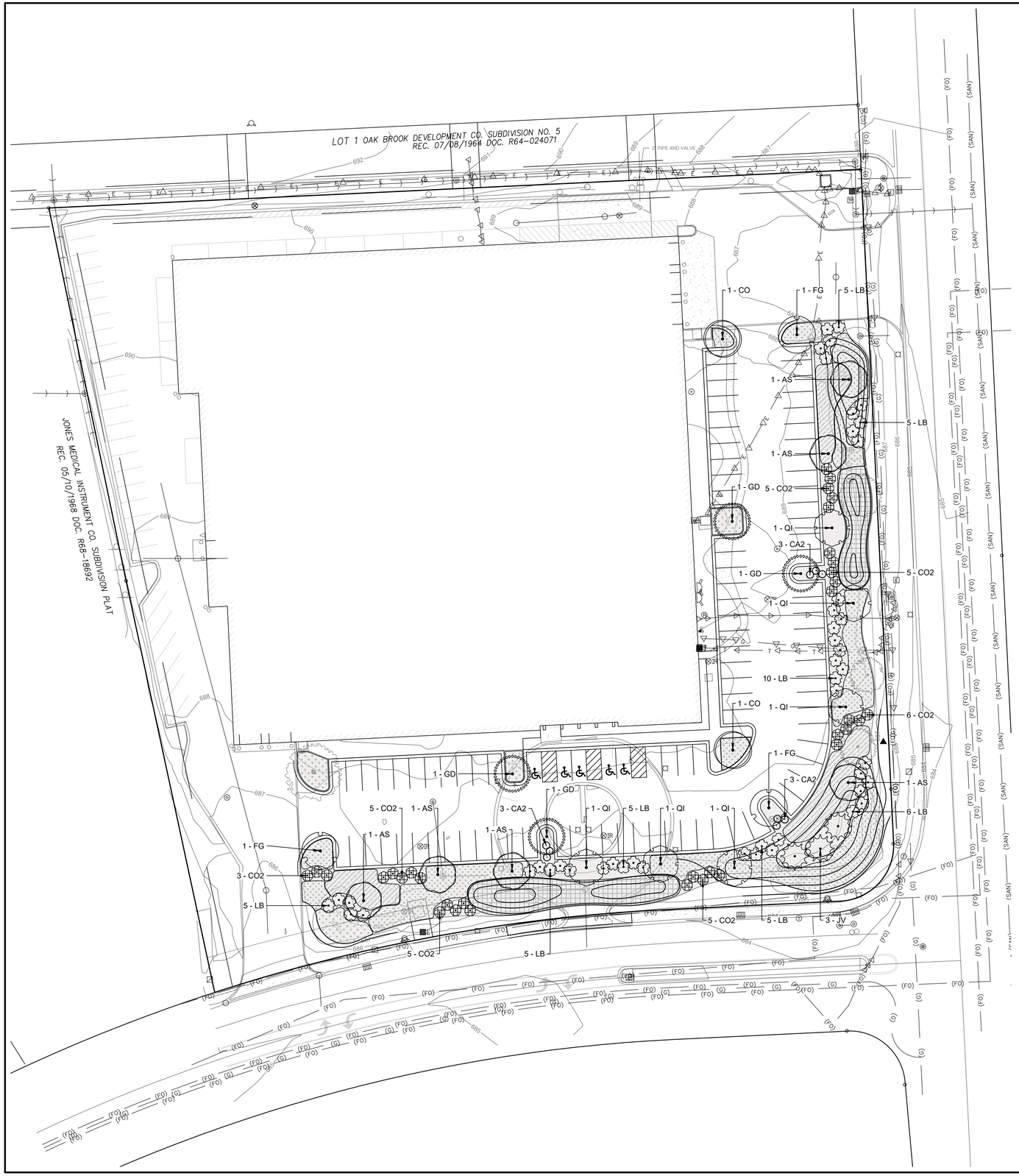
PRELIMINARY SITE PLAN

BLISTEX PARKING LOT EXPANSION

OAK BROOK ILLINOIS

7325 Janes Avenue
Woodridge, IL 60517
630.724.9200 phone
www.v3co.com

DRAWING NO.
C1.0



VILLAGE CODE OF OAK BROOK, IL - LANDSCAPE REQUIREMENTS

REQUIREMENT:	REQUIRED:	PROVIDED:
13-12-4: DESIGN MAINTENANCE: (B) SCREENING & LANDSCAPING - FRONT YARDS: PERMANENT SCREENING AT LEAST FOUR FEET (4') HIGH INSTALLED ADJACENT TO PARKING AREAS. SCREENING TO CONSIST OF A PLANTED EARTH BERM, DENSLY PLANTED SHRUBS OR TREES, OR COMBINATION OF BOTH	- PERMANENT SCREENING MIN. 4' HT	- 44 SHRUBS AND SHADE/EVERGEEN TREE PLANTING WITH NATIVE NATURALIZED PLANTING BEDS
- SIDE & REAR YARDS:PERMANENT SCREENING AT LEAST FOUR FEET (5') HIGH INSTALLED ADJACENT TO PARKING AREAS. SCREENING TO CONSIST OF A PLANTED EARTH BERM, DENSLY PLANTED SHRUBS OR TREES, OR COMBINATION OF BOTH	- PERMANENT SCREENING MIN. 5' HT	- 45 SHRUBS AND TREE PLANTING WITH NATIVE NATURALIZED PLANTING BEDS
13-12-4: DESIGN MAINTENANCE: (C) INTERIOR PARKING LOT LANDSCAPING - LANDSCAPE AREAS SHALL OCCUPY NOT LESS THAN TEN PERCENT (10%) OF TOTAL LOT AREA EXCLUDING - BUILDING FOOT PRINT, FRONT YARD OR STREET SETBACK AREAS, AND REQUIRED LANDSCAPE AREAS ALONG REAR LOT LINES	- 66,728 SF * 10% = 6,672.8 SF LANDSCAPE AREA	- 17,227 SF LANDSCAPE AREA
-INTERIOR SHADE TREES SHALL BE PLANTED WITH A MAXIMUM SPACING OF FORTY FEET (40')	- 515 LF (EXTERIOR PARKING LOT) / 40 = 12.875 SHADE TREES	- 12 SHADE TREES & 3 EVERGREEN TREES
-1 SHADE TREE PER EVERY FIFTEEN (15) INTERIOR PARKING SPACES.	- 96 PROPOSED PARKING SPACES / 15 = 6.4 SHADE TREES	- 9 SHADE TREES + 1 EXISTING SHADE TREE

LEGEND

- PROPERTY BOUNDARY
- 595 EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- 830 PROPOSED MAJOR CONTOUR
- 831 PROPOSED MINOR CONTOUR
- TREE PROTECTION FENCE
- PROPOSED STORM STRUCTURE
- # SP PLANTING COUNT AND SPECIES DESCRIPTION

LANDSCAPE PLAN NOTES

1. MULCH TO BE DARK BROWN, FINELY SHREDDED HARDWOOD. INSTALL 3" THICK MINIMUM.
2. ALL PLANTING BEDS TO HAVE MULCH OVER ENTIRE BED.
3. ALL PLANTING BEDS TO BE AMENDED WITH 6" OF COMPOST OVER THE ENTIRE BED.
4. ALL PLANTING BEDS TO HAVE SPADED EDGE, 4" IN DEPTH WITH UNIFORM LINES AND CURVES UNLESS OTHERWISE NOTED.
5. ANY AREAS DISTURBED DUE TO CONSTRUCTION WILL BE RE-SEEDED WITH TURF GRASS UNLESS NOTED OTHERWISE ON THE PLANS.
6. FOR LIST OF PLANT TYPES, SIZES, SPECIFICATIONS, ETC. SEE SHEET L1.0 & L1.1.

PLANT SCHEDULE

CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CAL	HT
TREES						
AS	6	ACER SACCHARUM	SUGAR MAPLE	B & B	3" MIN.	
CO	2	CELTIS OCCIDENTALIS 'CHICAGOLAND'	CHICAGOLAND HACKBERRY	B & B	3" MIN.	
FG	3	FAGUS GRANDIFOLIA	AMERICAN BEECH	B & B	3" MIN.	
GD	4	GYMNOCLADUS DIOICUS	KENTUCKY COFFEETREE	B & B	3" MIN.	
JV	3	JUNIPERUS VIRGINIANA	EASTERN REDCEDAR	B & B		8` MIN.
QI	6	QUERCUS IMBRICARIA	SHINGLE OAK	B & B	3" MIN.	
DECIDUOUS SHRUB						
CA2	9	CEANOTHUS AMERICANUS	NEW JERSEY TEA	3 GAL		18" MIN.
CO2	34	CEPHALANTHUS OCCIDENTALIS	BUTTONBUSH	3 GAL		30" MIN.
LB	46	LINDERA BENZOIN	SPICEBUSH	3 GAL		30" MIN.

REFERENCE NOTES SCHEDULE

SYMBOL	32 EXTERIOR IMPROVEMENTS DESCRIPTION	QTY	DETAIL
	FINELY SHREDDED, DARK BROWN HARDWOOD MULCH. 3" THICK MINIMUM	20,712 SF	

Call Before You Dig
JULIE ILLINOIS ONE-CALL SYSTEM
800.892.0123
Joint Utility Locating Information for Excavators
Call 48 hours before you dig

GRAPHIC SCALE
30 15 0 30
1" = 30

REVISIONS

NO.	DATE	DESCRIPTION

ORIGINAL ISSUE DATE: FEBRUARY 16, 2024

PROJECT NO.: 240044
PROJECT MANAGER: DF
DESIGNED BY: HS
DRAWN BY: RI

LANDSCAPE PLAN
BLISTEX PARKING LOT EXPANSION

OAK BROOK ILLINOIS

7325 Janes Avenue
Woodridge, IL 60517
630.724.9200 phone
www.v3co.com

DRAWING NO.
L1.0

ITEM 6.E.2.
BOARD OF TRUSTEES MEETING
SAMUEL E. DEAN BOARD ROOM
BUTLER GOVERNMENT CENTER
1200 OAK BROOK ROAD
OAK BROOK, ILLINOIS
630-368-5000

AGENDA ITEM

Board of Trustees Regular Meeting
of
March 12, 2024

SUBJECT: Referral – 4006 Adams Road – Side and Rear Yard Setback Variations

FROM: Rebecca Von Drasek, Development Services Director

BUDGET SOURCE/BUDGET IMPACT: N/A

RECOMMENDED MOTION: I move to refer the request for variations to the Planning & Zoning Commission for a public hearing and recommendation related to a proposed addition to the residence at 4006 Adams Road.

Background/History:
National Energy, contractor on behalf of the property owner, has submitted zoning variation requests for the construction of a 21.5' x 17' room addition. The property is zoned R-2, Single-Family Detached Residence District and is improved with a ranch home located on Adams Road, just north of Ogden Avenue. The location of the addition as proposed would be in the side and rear yards of the lot.

The petitioner is requesting zoning variations to Sections 13-6B-3.F.2 and 13-6B-3.F.3 of the Zoning Code to permit and allow a reduction in the required side and rear yards. The proposed room is approximately 365 sq. ft. in size, with siding to match the existing house.

Several additional documents have been included with this referral to provide the Village Board with more detailed and specific information related to the request. This additional application material is provided below for reference purposes.

1. Narrative and petition for public hearing;
2. Proposed Site Plan; and
3. Property location map

Recommendation:
Staff recommends that the Village Board refer National Energy's request for a Variation to allow

a detached garage at 4006 Adams Road to the Planning & Zoning Commission for a public hearing, review, and a recommendation.

Attachments:

1. 4006 Adams Exhibits

VILLAGE OF OAK BROOK

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

PETITION APPLICATION for PUBLIC HEARING

ZONING ORDINANCE: ☐ APPEAL ($300) ☒ VARIATION ($750)
☐ AMENDMENT ($750) ☐ SPECIAL USE ($750)

☐ CERTIFICATE OF APPROPRIATENESS ($500) STORMWATER: ☐ VARIATION ($750)

PUBLIC HEARING SIGNS ($50- each lot frontage) [1] - Enter Number of Street Frontages/Per Parcel

APPLICANT TO COMPLETE

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

LOCATION OF SUBJECT PROPERTY 4006 ADAMS ROAD O.B. PERMANENT PARCEL NO*. 09-02-201-014

LOT NO. 6 SUBDIVISION KUZELKAS RESUB LEGAL ADDRESS* 4006 ADAMS ROAD

ZONING DISTRICT R-2 ZONING ORDINANCE SECTION _ ACTION REQUESTED 16-6B-3.F.3 not less than 60' rear set-back + 16-6B-3.F.2.a not less than 18' side yard setback

PROPERTY INTEREST OF APPLICANT: OWNER ☐ CONTRACT PURCHASER ☐ AGENT ☒

OWNER(S) OF RECORD JASON & BOJANA CAREY PHONE (312) 437-0263

ADDRESS 4006 ADAMS ROAD CITY OAK BROOK STATE IL ZIP 60523

BENEFICIARY(IES) OF TRUST _ PHONE _

ADDRESS _ CITY _ STATE _ ZIP _

NAME OF APPLICANT (and Billing Information) NATIONAL ENERGY CONT. PHONE (630) 916-0325

ADDRESS 206 WEST NORTH AVENUE CITY LOMBARD STATE IL ZIP 60148

Contact Name and E-mail Address(s) GATSCH4@aol.com

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

Signature of Owner _ Date 2/6/24 Signature of Applicant _ Date 2/6/2024

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

Date Filed 2/21/24 Fee Paid $ 800.00 Receipt No. 733643 733642 Received By CC

Board of Trustees (Referral) 3/12/24 Notice Published 3/13/24 Newspaper Daily Herald Adj. Property Owners Notified 3/13/24

PUBLIC HEARING DATES: Planning & Zoning Commission 4/3/24

Board of Trustees 4/23/24 Board of Trustees (Approval of Ordinance) 5/14/24

SIGNED - VILLAGE CLERK _ Date _

NATIONAL ENERGY CONTRACTORS, INC.
206 W. NORTH AVE.
LOMBARD, IL 60148
(630) 916-0325

January 15th, 2024

Village of Oakbrook
1200 Oakbrook Rd.
Oakbrook, IL 60523

To Whom It May Concern:

Re: Letter of Explanation for Requesting a Zoning Variation:

Client Name and Address: Mr. Jason Carey & Mrs. Bojana Carey
4006 Adams Rd., Oakbrook, Illinois 60523

Thank you for considering a Zoning Variation for our company, National Energy Contractors, Inc., for the furnishing and installation of a new Addition for the home. National Energy Contractors, Inc., herein after referred to as Company, and Mr. and Mrs. Carey, herein after referred to as Client, do hereby request a variation to the rear setback code for a home or addition. This is specifically 13-6B-3F3 requiring 60'. The Client and Company have several reasons for requesting this variation and they are a result of hardships specific to this home and the property.

This particular property is very long, or deep, and narrow in width, by comparison. The topography is such that the property pitches steeply upward the further back it goes. The house is located on the face part of a hill and is situated towards the rear of the lot. The first reason for this request is that to move the addition over for compliance would require the addition to either be on the easement to the South, too close to the attached garage to the North, or requiring it to be two stories tall to be in the front East facing side. The second reason is that our proposed location is in the back with a walk-out of one story. Any other location would involve severe disruption to the existing topography and the existing landscaping. The third reason is that moving the addition to the middle of the front yard, directly in front of the home would, in essence, detrimentally alter the curb appeal of the home. This would give the appearance of a peninsula sticking out the front. The fourth reason is that moving the addition to the front of the home is both extremely impractical to impossible. It is not the logical location for egress into the new space. The property topography is so steep that from the front of the home to the rear, the land pitches upward ~8' high. To picture a comparison, visualize a home with a walk-out basement. This home has a walk-out front; the back of the first story is solid dirt. The fifth reason is that the Client desires privacy and the sight line of the proposed location is looking directly at the back wooded area, where the front location would not be obscured. Finally, the rear is heavily wooded and blocks the view of the addition. A neighbor is building a new home that appears to have less than 60' in the back, as well.

In conclusion, anyone looking at the property would concur with the Company and Client that the proposed location is the most logical and attractive location for the addition. In Oakbrook curb appeal and preserving property values is extremely important. Therefore, we humbly request a variation to the code.

Sincerely,

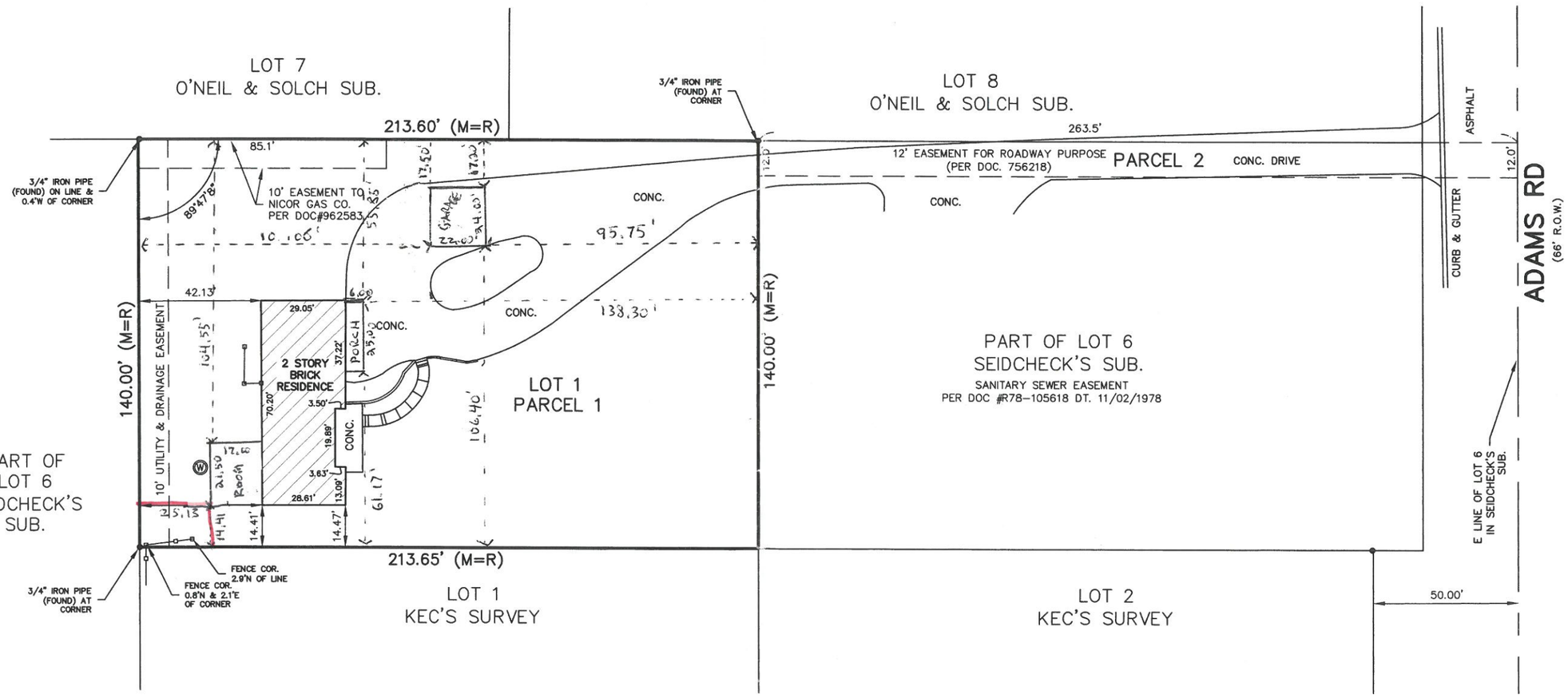
Peter W. Gatsch, President

Peter W. Gatsch
President
Permit and Variation Applicant

PLAT OF RESUBDIVISION RECORDED MARCH 7, 1972, AS DOCUMENT R72-11263, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2: EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DEED FROM JOHN KASPARIK AND KAROLINA KASPARIK, HIS WIFE TO CHARLES J. SVOBODA AND HELEN SVOBODA, HIS WIFE, DATED MAY 3, 1955 AND RECORDED MAY 9, 1955 AS DOCUMENT 756218 FOR ROADWAY PURPOSES FOR VEHICLES AND PEDESTRIANS OVER THE NORTH 12 FEET OF THE EAST 263.50 FEET OF THE EAST HALF OF THE NORTH 140 FEET OF THE NORTH HALF OF LOT 6, IN SEIDCHECK'S SUBDIVISION IN THE NORTH EAST QUARTER OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS PER PLAT RECORDED JULY 26, 1916, AS DOCUMENT 126018, IN DUPAGE COUNTY, ILLINOIS.

ADDRESS: 4006 NORTH ADAMS ROAD, OAK BROOK
PIN: 09-02-201-014
AREA: 0.69 ACRES



SYMBOL LEGEND	
Ⓦ	WELL
•	MONUMENTATION

LINE LEGEND
—×—×—×— = WOOD FENCE

Norbert V. Lambert Jr

2021.10.14 17:17:44 --5

STATE OF ILLINOIS
COUNTY OF DU PAGE } S.S.

THIS IS TO CERTIFY THAT I, AN ILLINOIS LAND SURVEYOR, HAVE SURVEYED THE PROPERTY DESCRIBED ABOVE AND THAT THE ANNEXED PLAT IS A CORRECT REPRESENTATION OF SAID SURVEY. FIELD WORK COMPLETION DATE: 10/11/2021.

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

GIVEN UNDER MY HAND AND SEAL AT WHEATON, ILLINOIS, THIS 14TH. DAY OF OCTOBER, A.D., 2021.

ORDERED BY: ROBERT J. BARTH ATTORNEY AT LAW. FILE NO. 211362

• = FOUND IRON STAKE
o = SET IRON STAKE

POLENA ENGINEERING LLC
WHEATON: 630-653-6331
LAKE IN THE HILLS: 815-363-9200
INFO@POLENA.COM

GISConsortium | **4006 Adams Rd**

ITEM 8.A.1.
BOARD OF TRUSTEES MEETING
SAMUEL E. DEAN BOARD ROOM
BUTLER GOVERNMENT CENTER
1200 OAK BROOK ROAD
OAK BROOK, ILLINOIS
630-368-5000

AGENDA ITEM

Board of Trustees Regular Meeting
of
March 12, 2024

SUBJECT: FY 2023 Final Budget Amendment

FROM: Marilyn Fumero, Finance Director

BUDGET SOURCE/BUDGET IMPACT: Effects Numerous Budget Programs

RECOMMENDED MOTION: I move that the Village Board approve Ordinance S-1692, An Ordinance Authorizing Budget Line-Item Amendments for the year ended December 31, 2023

Background/History:

During the course of a year, numerous situations may arise that can 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.

Now that all the year-end accounting adjustments have been made, several budget accounts and programs have been determined to have ended 2023 over/under budget. 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 <u>within a single budget program.</u>

2. That any transfer of budgeted funds <u>from one budget program to another</u> 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.

In order to make as few changes to the originally adopted budget as possible, formal budgetary control has been established at the category level, i.e. personnel, materials and supplies, operation and contractual, and capital. For example, if staff turnover created a need for overtime, this may lead to the overtime account going over budget. However, this would likely be offset by an under-budget salary account. By not doing budget transfers for these types of situations, we preserve the original budget as the basis for evaluating our actual performance versus expected performance.

Through FY2002, staff approved an extensive listing of budget transfers administratively due to budget variances in account categories within a single budget program as provided for under Procedure #1. In practice, these transfers were only reflected in the Village's audit report - our accounting records were never adjusted for any budget transfers in order to maintain proper original budget/actual comparison data. With the new reporting requirements associated with GASB Statement #34, the Village is now required to publish original budget amounts in addition to revised budget amounts in its audit report. This requirement reduces the value of these administrative transfers required under option #1. After consultation with the Village's auditors, in FY2003 and thereafter, only program-to-program transfers and additional fund appropriations are recorded. These transfers are required since this is the level of legal control where budget compliance is measured.

In addition to the budget transfers required under the Village's Financial Policy ordinance, during FY2004 the Village Board began requiring budget transfers during the year when an individual line item account exceeded budget by more than 10%. This policy was revised in October 2006 by eliminating the 10% threshold and instead requiring line item transfers when an account exceeds its budget by $2,500 in a material and supply, operation and contractual, or capital account (60000 to 90000 account series) or $10,000 in a personnel series account (50000 account series). Many of these transfers have already been approved by the Village Board and have been posted to the accounting system; thus, these transfers are not reflected here.

Please note that all transfers are only for the amounts necessary to offset the individual program budget variances, and in most cases the transfer is done only to the individual line item that has the largest variance. In most cases, there are several accounts that could cause a program to exceed its budget. Also, in some cases, the variance in a particular line item may be greater than the amount of the transfer, with offsets found in other line items within the budget program. After these transfers are made, numerous line-items and categories will remain over budget; however, each program in total will be within budget.

Budget Amendments

The listing attached as Exhibit A reflects the total revenue (increases)/decreases and total expenditure increases/(decreases)by Fund, Department, Program, and Account.

Notable items:

Total Fire Department budget had a decrease of $1,156,364 for 2023. This is primarily due to vacant positions and an error in pension contribution budget.

Program 360 – Public Works Management budget had a decrease of $297,844 for 2023.

Program 461 – Roadway Improvements budget had a decrease of $3,190,638 for 2023.

The General Corporate Fund ended 2023 with an increase in fund balance (unaudited) of $3.7 million. The total revenues were $34.97 million with total expenditures and transfers-out of $31.27 million.

The Water Fund ended 2023 with an increase in fund balance (unaudited) of $1.3 million. The total revenues were $11.2 million with total expenditures and transfers-out of $7.9 million.

The Sports Core Fund ended 2023 with an increase in fund balance (unaudited) of $1.04 million. The total revenues were $5.0 million with total expenditures of $3.9 million. This is due to the uncertainty of leasing Food and Beverage Services at the Golf Clubhouse, Bath & Tennis Clubhouse, and Poolside Café. Staff line item had an increase in revenues in the Sports Core Fund in 2024 due to the outsourcing of Food and Beverage Services.

Recommendation:

Staff recommends the Village Board approve Ordinance S-1692, "An Ordinance Authorizing Amendments and Transfers Among Budget Line Items", for the fiscal year ending December 31, 2023.

Attachments:

1. S-1692 Amended Budget Ordinance FY23
2. Final Budget Amendment 2023 Exhibit A

THE VILLAGE OF OAK BROOK

COOK AND DUPAGE COUNTIES, ILLINOIS

ORDINANCE

2024-BU-AMEND-S-1692

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

LAURENCE HERMAN, Village President
NETASHA SCARPINITI, Village Clerk

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

Village Board

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

ORDINANCE 2024-BU-AMEND-S-1692

AN ORDINANCE AUTHORIZING AMENDMENTS AND TRANSFERS

AMONG BUDGET LINE ITEMS

WHEREAS, the Village Manager has recommended certain amendments and transfers among budget line items in the Annual Budget Ordinance passed for the fiscal year beginning January 1, 2023 and ending December 31, 2023 and certain transfers of sums of money in said Budget Ordinance from one object or purpose to another object or purpose; and

WHEREAS, the Village President and Board of Trustees concur with and approve of the Village Manager's recommendations.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF OAK BROOK, DU PAGE AND COOK COUNTIES, ILLINOIS that the following amendment is hereby authorized:

Section 1: The recitals above are hereby incorporated into and made a part of this ordinance.

Section 2: In the attached schedule, attached as "Exhibit A", the amounts shown in the column titled "Revenues" represent line item (Increase)/Decrease and amounts shown in the column titled "Expenses" represent line-item Increase/(Decrease). The total of said amounts are hereby transferred to various items.

Section 3: This ordinance shall be in full force and effect from and after its passage and approval as required by law.

Section 4: All ordinances or parts thereof in conflict with the provisions of this ordinance be and the same are hereby repealed to the extent of such conflict.

[SIGNATURE PAGE FOLLOWS]

APPROVED THIS 12th day of March 2024.

Laurence Herman
Village President

PASSED THIS 12th day of March 2024.

Ayes: _____

Nays: _____

Absent: _____

ATTEST:

Netasha Scarpiniti
Village Clerk

Exhibit A

Village of Oak Brook
Budget Amendment
12/31/2023

For Village President and Board of Trustee Approval

Account Number	Account Title	Amount	
		Revenue (Increase)/ Decrease	**Expense** (Decrease)/ Increase
General Corporate Fund			
10-41010	SALES TAX	(1,636,575)	
10-41020	STATE INCOME TAX	(158,915)	
10-41040	REPLACEMENT TAX	(419,774)	
10-41050	ROAD & BRIDGE TAX	2,571	
10-41060	LOCAL USE TAX	(20,810)	
10-41065	CANNABIS USE TAX	3,539	
10-41090	CHARITABLE GAMES	(128)	
10-41100	GRANTS	(261,217)	
10-41300	UTILITY/TELECOM. TAX	1,336,410	
10-42010	LIQUOR LICENSE	12,273	
10-42050	TOBACCO LICENSE	(200)	
10-42060	RAFFLE LICENSE	(175)	
10-42100	BUILDING PERMITS	(1,714,198)	
10-42110	ELECTRICAL PERMITS	(26,675)	
10-42120	PLUMBING PERMITS	(19,294)	
10-42130	ALARM APPLICATION FEES	12,019	
10-42150	ACCESSORY STRUCT PERMITS	10,863	
10-42160	HVAC PERMITS	(99,965)	
10-42170	DEMOLITION PERMITS	(14,386)	
10-42180	APP/OCC/COMPLIANCE FEES	(18,735)	
10-42190	MISC. LICENSES AND PERMIT	(25,529)	
10-42200	SOLICITATION PERMIT	(125)	
10-43010	ELEVATOR INSPECTIONS	22,766	
10-43020	ZONING/SUBDIV APPLICATION	(6,900)	
10-43030	PLAN REVIEW FEES	(17,090)	
10-43035	BUILDING/INSPECTION FEES	(27,725)	
10-43040	AMBULANCE FEES	(1,290,159)	
10-43050	TOLL RD FIRE/EMS SERVICE	(32,550)	
10-43060	SPECIAL SERVICES - EMS	352	
10-43070	SPECIAL SERVICES - FIRE	4,435	
10-43080	FALSE ALARM FEES - FIRE	(1,500)	
10-43100	COMPLIANCE WARNING TICKETS	100	
10-43110	FINGERPRINTING	560	
10-43120	SPECIAL SERVICES-POLICE	(328,877)	
10-43130	FIELD SERVICES-POLICE	(20)	
10-43140	MISC. SUPPORT SERVICES	(2,992)	
10-43150	FALSE ALARM FEES-POLICE	(2,100)	
10-43210	ENG. PLAN REVIEW & INSPEC	6,204	

Village of Oak Brook
Budget Amendment
12/31/2023

For Village President and Board of Trustee Approval

Account Number	Account Title	Amount	
		Revenue (Increase)/ Decrease	**Expense** (Decrease)/ Increase
10-43300	FIRE PLAN REVIEW FEES	1,725	
10-43510	LIBRARY SERVICES	(3,709)	
10-43990	BAD DEBTS	586,269	
10-43991	AMBULANCE INS. UNALLOW.	225,389	
10-44110	COURT FINES	14,711	
10-44120	VILLAGE FINES	(5,745)	
10-44130	TRAINING REIMB-POLICE	(14,088)	
10-44160	ISATTF REIMBURSEMENT	114,334	
10-44200	ADMINISTRATIVE TOWING FEES	(10,979)	
10-44250	ADMINISTRATIVE MISC. FINES	(12,400)	
10-44420	DEVELOPER IMPACT FEES	(24,071)	
10-44600	INTEREST	(1,611,615)	
10-44610	FRANCHISE/INF. MAINT. FEE	(11,517)	
10-44640	RENTAL INCOME	39,118	
10-44670	MISCELLANEOUS	(26,280)	
10-48300	REIMBURSEMENT FROM OTHER FUNDS	65,142	
111-44550	INDEPENDENCE DAY/TASTE OF OAK	(23,525)	
111-46050	SPONSORSHIP REVENUE	75,000	
Total Revenues			
LEGISLATIVE			
	111 - Board of Trustees		
111-50000	SALARIES FULL-TIME		(45,156)
111-51100	I.M.R.F.		(4,006)
111-51400	F.I.C.A.		(2,240)
111-51500	HEALTH INSURANCE		(9,740)
111-52200	TRAVEL EXPENSE		(1,000)
111-52300	TRAINING		(25,793)
111-52400	DUES & MEMBERSHIPS		(1,927)
111-60100	SUBSCRIPTIONS & PUBLICATIONS		112
111-61200	GENERAL OFFICE SUPPLIES		(372)
111-61300	BUSINESS FORMS		66
111-73100	PRINTING SERVICES		(1,785)
111-73650	VIDEOTAPING SERVICES		2,028
111-76900	RECEPTION/ENTERTAINMENT		3,853
111-77000	OTHER SERVICES		(1,368)
111-79400	INDEPENDENCE DAY		(33,914)
	112 - Village Clerk		

Village of Oak Brook
Budget Amendment
12/31/2023

For Village President and Board of Trustee Approval

Account Number	Account Title	Amount	
		Revenue (Increase)/ Decrease	**Expense** (Decrease)/ Increase
112-50000	SALARIES FULL-TIME		2,021
112-50300	SALARIES-OVERTIME		(1,578)
112-51100	I.M.R.F.		(391)
112-51400	F.I.C.A.		838
112-51500	HEALTH INSURANCE		8,259
112-52200	TRAVEL EXPENSE		(60)
112-52300	TRAINING		(575)
112-52400	DUES & MEMBERSHIPS		135
112-60100	SUBSCRIPTIONS & PUBLICATIONS		(440)
112-61200	GENERAL OFFICE SUPPLIES		28
112-73000	ADVERTISING		25
112-73100	PRINTING SERVICES		1,494
112-77000	OTHER SERVICES		(2,245)
	121 - Legal		
121-76300	OUTSIDE LEGAL SERVICES		403
121-76310	VILLAGE ATTORNEY		35,134
121-76330	LEGAL CONTINGENCY		(196,795)
121-76350	LITIGATION SETTLEMENT		(5,000)
121-76360	LABOR ATTORNEY		(149,745)
121-77000	OTHER SERVICES		230
LEGISLATIVE TOTAL			
GENERAL MANAGEMENT			
	131 - General Management		
131-50000	SALARIES FULL-TIME		59,429
131-50600	CAR ALLOWANCE		288
131-51100	I.M.R.F.		1,184
131-51400	F.I.C.A.		3,096
131-51500	HEALTH INSURANCE		26,920
131-52200	TRAVEL EXPENSE		(3,705)
131-52300	TRAINING		(4,621)
131-52400	DUES & MEMBERSHIPS		(1,437)
131-60100	SUBSCRIPTIONS & PUBLICATIONS		456
131-60200	POSTAGE		7,436
131-60400	DRUGS & MEDICAL		360
131-60450	UNIFORMS		5,330
131-61200	GENERAL OFFICE SUPPLIES		(82)
131-61300	BUSINESS FORMS		(185)
131-62450	COPYING & PRINTING		(75)
131-72100	MAINT.-OFFICE EQUIPMENT		2,546

Village of Oak Brook
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Account Number	Account Title	Amount	
		Revenue (Increase)/ Decrease	**Expense** (Decrease)/ Increase
131-72600	RENTALS		149
131-76700	CONTRACT SERVICES		(16,645)
131-76900	RECEPTION/ENTERTAINMENT		701
	132 - Human Resources		
132-50000	SALARIES FULL-TIME		62,294
132-50100	SALARIES PART-TIME		(35,000)
132-50300	SALARIES-OVERTIME		461
132-50490	BONUS POOL		19,956
132-51100	I.M.R.F.		7,807
132-51400	F.I.C.A.		6,200
132-51500	HEALTH INSURANCE		8,833
132-52100	PHYSICAL EXAMINATIONS		8,935
132-52250	TUITION REIMBURSEMENT		(3,500)
132-52300	TRAINING		(1,730)
132-52400	DUES & MEMBERSHIPS		(2,762)
132-60100	SUBSCRIPTIONS & PUBLICATIONS		(22)
132-61300	BUSINESS FORMS		(150)
132-69100	MISCELLANEOUS		12,350
132-73000	ADVERTISING		(2,230)
132-76600	POLICE & FIRE TESTING		1,565
132-76700	CONTRACT SERVICES		(35,000)
132-76810	EMPLOYEE RECOGNITION		(1,312)
132-77000	OTHER SERVICES		16,068
132-77500	BACKGROUND CHECKS		(5,727)
	134 - Risk Management		
134-70100	LIABILITY INSURANCE		180,827
134-76950	CONSULTING SERVICES		2,278
134-77000	OTHER SERVICES		6,780
	136 - Customer Service		
136-50100	SALARIES PART-TIME		(931)
136-51400	F.I.C.A.		(802)
GENERAL MANAGEMENT TOTAL			
	151 - Information Technology		
151-50000	SALARIES FULL-TIME		(545)

Village of Oak Brook
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Account Number	Account Title	Amount	
		Revenue (Increase)/ Decrease	**Expense** (Decrease)/ Increase
151-51100	I.M.R.F.		(2,637)
151-51400	F.I.C.A.		119
151-51500	HEALTH INSURANCE		6,970
151-52200	TRAVEL EXPENSE		(200)
151-52300	TRAINING		(18,500)
151-52400	DUES & MEMBERSHIPS		14
151-60100	SUBSCRIPTIONS & PUBLICATIONS		(200)
151-61200	GENERAL OFFICE SUPPLIES		(87)
151-62400	COMPUTER SUPPLIES		(4,572)
151-65000	GENERAL EQUIPMENT		(3,200)
151-71100	TELECOM SERVICES		505
151-72500	MAINTENANCE COMPUTERS		(56,969)
151-72550	INTERNET SERVICES		721
151-76950	CONSULTING SERVICES		12
151-77000	OTHER SERVICES		4,168
151-91600	COMPUTER HARDWRE & SOFTWR		(170,208)
	162 - Emergency Management		
162-50100	SALARIES PART-TIME		(2,455)
162-51400	F.I.C.A.		(190)
162-65000	GENERAL EQUIPMENT		2,800
162-72300	MAINT. OTHER EQUIPMENT		(17,927)
162-77000	OTHER SERVICES		5,703
162-90200	EQUIPMENT REPLACEMENT		500
INFORMATION TECHNOLOGY TOTAL			
FINANCIAL SERVICES			
	211 -Financial Services MGT.		
211-50000	SALARIES FULL-TIME		(1,252)
211-51100	I.M.R.F.		(4,864)
211-51400	F.I.C.A.		120
211-51500	HEALTH INSURANCE		13,683
211-52200	TRAVEL EXPENSE		(970)
211-52300	TRAINING		419
211-52400	DUES & MEMBERSHIPS		(1,095)
211-61200	GENERAL OFFICE SUPPLIES		279
211-73100	PRINTING SERVICES		(500)
211-73700	BANK SERVICE FEES		(20,370)
211-76100	AUDITING SERVICES		14,815
211-76700	CONTRACT SERVICES		3
211-77000	OTHER SERVICES		49
211-77150	ACTUARIAL SERVICES		(3,000)

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Account Number	Account Title	Amount	
		Revenue (Increase)/ Decrease	**Expense** (Decrease)/ Increase
211-90200	EQUIPMENT REPLACEMENT		(6,697)
	221 -Accounting & Reporting		
221-50000	SALARIES FULL-TIME		(3,513)
221-50300	SALARIES-OVERTIME		2,142
221-51100	I.M.R.F.		(1,783)
221-51400	F.I.C.A.		(812)
221-51500	HEALTH INSURANCE		12,261
221-52300	TRAINING		(600)
221-61200	GENERAL OFFICE SUPPLIES		(135)
221-61300	BUSINESS FORMS		(3,244)
221-62450	COPYING & PRINTING		(348)
221-72600	RENTALS		75
221-73100	PRINTING SERVICES		(4,000)
221-73150	AMBULANCE BILLING SERVICE		1,973
	241 -Purchasing		
241-50000	SALARIES FULL-TIME		5,342
241-50300	SALARIES-OVERTIME		5
241-51100	I.M.R.F.		(332)
241-51400	F.I.C.A.		13
241-51500	HEALTH INSURANCE		7,954
241-52300	TRAINING		(170)
241-52400	DUES & MEMBERSHIPS		77
241-60600	FOOD		80
241-61200	GENERAL OFFICE SUPPLIES		1,574
241-65000	GENERAL EQUIPMENT		198
	293 -PSEBA BENEFITS		
293-51520	PSEBA BENEFITS		6,235
FINANCIAL SERVICES TOTAL			
PUBLIC WORKS			
	311 - Public Works Administration		
311-50000	SALARIES FULL-TIME		7,371
311-50300	SALARIES-OVERTIME		(200)

Village of Oak Brook
Budget Amendment
12/31/2023

For Village President and Board of Trustee Approval

Account Number	Account Title	Amount	
		Revenue (Increase)/ Decrease	**Expense** (Decrease)/ Increase
311-51100	I.M.R.F.		(2,431)
311-51400	F.I.C.A.		257
311-51500	HEALTH INSURANCE		(23,504)
311-52300	TRAINING		592
311-52400	DUES & MEMBERSHIPS		45
311-60400	DRUGS & MEDICAL		336
311-60450	UNIFORMS		(2,895)
311-61200	GENERAL OFFICE SUPPLIES		209
311-61300	BUSINESS FORMS		(262)
311-62450	COPYING & PRINTING		(560)
311-72700	UNIFORM RENTAL		(4,541)
311-77000	OTHER SERVICES		(224)
	312 -Mosquito Control		
312-62200	MAINTENANCE SUPPLIES		(4,917)
	321 -Building & Grounds		
321-50000	SALARIES FULL-TIME		(28,877)
321-50300	SALARIES-OVERTIME		(3,780)
321-51100	I.M.R.F.		(4,158)
321-51400	F.I.C.A.		(6,098)
321-51500	HEALTH INSURANCE		(16,403)
321-60500	TOOLS & HARDWARE		(2,113)
321-61100	CLEANING SUPPLIES		1,149
321-61800	CHEMICALS		(804)
321-62200	MAINTENANCE SUPPLIES		5,502
321-65000	GENERAL EQUIPMENT		1,474
321-71200	NATURAL GAS		(11,702)
321-71300	ELECTRIC		904
321-71350	SEWER		185
321-71400	LAUNDRY & CLEANING		(1,740)
321-72200	MAINTENANCE BUILDINGS		(11,753)
321-72300	MAINT. OTHER EQUIPMENT		(19,024)
321-72600	RENTALS		(657)
321-72700	UNIFORM RENTAL		(210)
321-76500	MAINT. SERVICES-GROUNDS		(20,815)
321-77000	OTHER SERVICES		275
	330 -Streets		
330-50000	SALARIES FULL-TIME		19,298
330-50300	SALARIES-OVERTIME		(14,145)

Village of Oak Brook
Budget Amendment
12/31/2023

For Village President and Board of Trustee Approval

Account Number	Account Title	Amount	
		Revenue (Increase)/ Decrease	**Expense** (Decrease)/ Increase
330-51100	I.M.R.F.		(3,110)
330-51400	F.I.C.A.		1,618
330-51500	HEALTH INSURANCE		(73,132)
330-60500	TOOLS & HARDWARE		(148)
330-62210	STREET MAINT SUPPLIES		(499)
330-65000	GENERAL EQUIPMENT		730
330-71300	ELECTRIC		11,740
330-72600	RENTALS		354
	333 - Snow Removal		
333-50300	SALARIES-OVERTIME		(69,520)
333-51100	I.M.R.F.		(6,420)
333-51400	F.I.C.A.		(5,291)
333-52300	TRAINING		(2,210)
333-60600	FOOD		(739)
333-65000	GENERAL EQUIPMENT		(590)
333-77000	OTHER SERVICES		(4,717)
	335 - Forestry		
335-52300	TRAINING		(367)
335-52400	DUES & MEMBERSHIPS		(465)
335-62200	MAINTENANCE SUPPLIES		795
335-65000	GENERAL EQUIPMENT		185
335-76800	TREE SERVICES		5,981
335-76850	LEAF DISPOSAL		(5,363)
335-90200	EQUIPMENT REPLACEMENT		(3,600)
	421 - Municipal Building Improvements		
421-90400	STRUCTURAL IMPROVEMENTS		62,006
PUBLIC WORKS TOTAL			
LIBRARY			
	511 - Library		
511-50000	SALARIES FULL-TIME		2,763
511-50100	SALARIES PART-TIME		5,410

Village of Oak Brook
Budget Amendment
12/31/2023

For Village President and Board of Trustee Approval

Account Number	Account Title	Amount	
		Revenue (Increase)/ Decrease	**Expense** (Decrease)/ Increase
511-51100	I.M.R.F.		(2,138)
511-51400	F.I.C.A.		(592)
511-51500	HEALTH INSURANCE		13,775
511-52200	TRAVEL EXPENSE		(1,970)
511-52300	TRAINING		(1,092)
511-52400	DUES & MEMBERSHIPS		(55)
511-60400	DRUGS & MEDICAL		258
511-60600	FOOD		(3)
511-61200	GENERAL OFFICE SUPPLIES		(2)
511-62450	COPYING & PRINTING		(869)
511-65000	GENERAL EQUIPMENT		(86)
511-71200	NATURAL GAS		(3,861)
511-71350	SEWER		45
511-71400	LAUNDRY & CLEANING		(1,099)
511-72100	MAINT.-OFFICE EQUIPMENT		(400)
511-73600	ADVERTISING/PROMOTION		(76)
511-76500	MAINT. SERVICES-GROUNDS		(8,760)
511-76650	MAGIC CHARGES		(497)
511-77000	OTHER SERVICES		(57)
	521 - Library Technical Services		
521-50000	SALARIES FULL-TIME		(1,353)
521-50100	SALARIES PART-TIME		(1,899)
521-51100	I.M.R.F.		(857)
521-51400	F.I.C.A.		(1,195)
521-51500	HEALTH INSURANCE		7,804
521-61200	GENERAL OFFICE SUPPLIES		(8)
521-77000	OTHER SERVICES		(28)
	531 - Library Public Services		
531-50000	SALARIES FULL-TIME		6,359
531-50100	SALARIES PART-TIME		(1,780)
531-51100	I.M.R.F.		(230)
531-51400	F.I.C.A.		222
531-51500	HEALTH INSURANCE		27
531-64100	LIBRARY BOOKS		(899)
531-64200	AUDIO VISUAL MATERIALS		(164)
531-64300	ON-LINE DATABASES		(7)
531-73600	ADVERTISING/PROMOTION		(12)
LIBRARY TOTAL			

Exhibit A

Village of Oak Brook
Budget Amendment
12/31/2023

For Village President and Board of Trustee Approval

Account Number	Account Title	Amount	
		Revenue (Increase)/ Decrease	**Expense** (Decrease)/ Increase
POLICE			
	611 - Police MGT.		
611-50000	SALARIES FULL-TIME		12,613
611-50300	SALARIES-OVERTIME		(500)
611-51100	I.M.R.F.		(586)
611-51200	POLICE PENSION		(16,074)
611-51400	F.I.C.A.		(358)
611-51500	HEALTH INSURANCE		31,643
611-52300	TRAINING		(1,400)
611-52400	DUES & MEMBERSHIPS		(2,117)
611-60600	FOOD		1,108
611-61200	GENERAL OFFICE SUPPLIES		(88)
611-72200	MAINTENANCE BUILDINGS		(6,474)
611-77000	OTHER SERVICES		119
611-77200	CONTRIBUTION TO OTHER AGE		(800)
	621 - Police Field Services		
621-50000	SALARIES FULL-TIME		(309,532)
621-50300	SALARIES-OVERTIME		223,234
621-50330	SAL-OVERTIME-SPEC DETAIL		239,105
621-51100	I.M.R.F.		(5,321)
621-51200	POLICE PENSION		(383,490)
621-51400	F.I.C.A.		9,032
621-51500	HEALTH INSURANCE		(7,236)
621-52200	TRAVEL EXPENSE		(1,433)
621-60500	TOOLS & HARDWARE		(485)
621-60700	K-9		755
621-65000	GENERAL EQUIPMENT		2,066
621-72300	MAINT. OTHER EQUIPMENT		(912)
621-72400	MAINTENANCE RADIOS		(2,591)
621-73200	LICENSES & FEES		155
621-78200	VEHICLE REPLACEMENT CHRG		109
621-90100	NEW EQUIPMENT		167,390
621-90200	EQUIPMENT REPLACEMENT		(53,835)
	622 -Auxiliary		
622-50100	SALARIES PART-TIME		54,954
622-50330	SAL-OVERTIME-SPEC DETAIL		(21,770)
622-51400	F.I.C.A.		4,204

Village of Oak Brook
Budget Amendment
12/31/2023

For Village President and Board of Trustee Approval

Account Number	Account Title	Amount	
		Revenue (Increase)/ Decrease	**Expense** (Decrease)/ Increase
	631 -Support Services General		
631-50000	SALARIES FULL-TIME		(56,834)
631-50300	SALARIES-OVERTIME		(5,321)
631-51100	I.M.R.F.		134
631-51200	POLICE PENSION		(64,934)
631-51400	F.I.C.A.		(258)
631-51500	HEALTH INSURANCE		4,704
631-52300	TRAINING		19,768
631-52400	DUES & MEMBERSHIPS		953
631-60100	SUBSCRIPTIONS & PUBLICATIONS		(244)
631-60450	UNIFORMS		14,357
631-61200	GENERAL OFFICE SUPPLIES		(638)
631-65000	GENERAL EQUIPMENT		23,173
631-71400	LAUNDRY & CLEANING		(1,285)
631-73600	ADVERTISING/PROMOTION		1,278
	632 -Support Services Detectives		
632-50000	SALARIES FULL-TIME		284,443
632-50300	SALARIES-OVERTIME		(12,869)

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Account Number	Account Title	Amount	
		Revenue (Increase)/ Decrease	**Expense** (Decrease)/ Increase
632-50330	SAL-OVERTIME-SPEC DETAIL		14,081
632-51200	POLICE PENSION		(25,727)
632-51400	F.I.C.A.		2,435
632-51500	HEALTH INSURANCE		56,216
632-52200	TRAVEL EXPENSE		(446)
632-52300	TRAINING		(8,400)
632-52500	CLOTHING ALLOWANCE		(1,500)
632-60400	DRUGS & MEDICAL		324
632-65000	GENERAL EQUIPMENT		2,792
632-77000	OTHER SERVICES		316
632-77350	SPECIAL INVESTIGATIONS		(171)
	634 - Support Services Records		
634-50000	SALARIES FULL-TIME		25,760
634-50300	SALARIES-OVERTIME		728
634-51100	I.M.R.F.		1,064
634-51400	F.I.C.A.		1,867
634-51500	HEALTH INSURANCE		10,529
634-61200	GENERAL OFFICE SUPPLIES		(245)
634-61300	BUSINESS FORMS		(1,549)
634-62450	COPYING & PRINTING		(2,823)
634-65000	GENERAL EQUIPMENT		(622)
634-72600	RENTALS		166
634-73100	PRINTING SERVICES		(615)
634-76300	OUTSIDE LEGAL SERVICES		403
634-76750	DU-COMM		14,863
634-77000	OTHER SERVICES		(1,396)
POLICE TOTAL			
FIRE			
	700 - Fire, Rescue & EMS		
700-50000	SALARIES FULL-TIME		(221,780)
700-50300	SALARIES-OVERTIME		335,634
700-50330	SAL-OVERTIME-SPEC DETAIL		619

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Account Number	Account Title	Amount	
		Revenue (Increase)/ Decrease	**Expense** (Decrease)/ Increase
700-51300	FIRE PENSION		(1,000,850)
700-51400	F.I.C.A.		2,495
700-51500	HEALTH INSURANCE		(2,646)
700-60100	SUBSCRIPTIONS & PUBLICATIONS		(180)
700-60450	UNIFORMS		(14,193)
700-60500	TOOLS & HARDWARE		(1,213)
700-60600	FOOD		(83)
700-61100	CLEANING SUPPLIES		(1,906)
700-65000	GENERAL EQUIPMENT		(1,870)
700-71200	NATURAL GAS		(1,000)
700-71600	MAINTENANCE VEHICLES		42
700-72200	MAINTENANCE BUILDINGS		(112)
700-72300	MAINT. OTHER EQUIPMENT		(1,923)
700-72400	MAINTENANCE RADIOS		(3,212)
700-76700	CONTRACT SERVICES		(5,524)
700-90100	NEW EQUIPMENT		4
700-90200	EQUIPMENT REPLACEMENT		(14,866)
	711 - Rescue & Fire SVC MGMT		
711-50000	SALARIES FULL-TIME		(51,674)
711-50300	SALARIES-OVERTIME		3,713
711-51100	I.M.R.F.		263
711-51300	FIRE PENSION		(73,365)
711-51400	F.I.C.A.		(10,161)
711-51500	HEALTH INSURANCE		(889)
711-52400	DUES & MEMBERSHIPS		(1,480)
711-60450	UNIFORMS		(29)
711-60600	FOOD		(140)
711-61200	GENERAL OFFICE SUPPLIES		(461)
711-62450	COPYING & PRINTING		(801)
711-65000	GENERAL EQUIPMENT		(294)
711-72600	RENTALS		75
711-73100	PRINTING SERVICES		(582)
711-73600	ADVERTISING/PROMOTION		(12)
711-76750	DU-COMM		(9,694)
711-80300	TRANSF TO DU-COMM BLDG RESERVE		(483)

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Account Number	Account Title	Amount	
		Revenue (Increase)/ Decrease	**Expense** (Decrease)/ Increase
	722 - Special Teams Operations		
722-65000	GENERAL EQUIPMENT		(1,987)
722-72300	MAINT. OTHER EQUIPMENT		(748)
722-90100	NEW EQUIPMENT		(3,014)
	723 - Rescue & Fire Training		
723-50300	SALARIES-OVERTIME		(6,327)
723-52300	TRAINING		(11,336)
723-52400	DUES & MEMBERSHIPS		(175)
723-60600	FOOD		(206)
723-72600	RENTALS		(2,000)
	731 - Emergency & Medical Services		
731-50300	SALARIES-OVERTIME		(6,534)
731-50330	SAL-OVERTIME-SPEC DETAIL		393
731-51400	F.I.C.A.		730
731-52300	TRAINING		(4,100)
731-52400	DUES & MEMBERSHIPS		(1,028)
731-60100	SUBSCRIPTIONS & PUBLICATIONS		(226)
731-60400	DRUGS & MEDICAL		(8,077)
731-65000	GENERAL EQUIPMENT		(2,066)
731-72300	MAINT. OTHER EQUIPMENT		(2,555)
731-90200	EQUIPMENT REPLACEMENT		(10,868)
	741 - Prevention & Public Education		
741-50000	SALARIES FULL-TIME		154
741-50300	SALARIES-OVERTIME		(5,752)
741-51400	F.I.C.A.		259
741-52300	TRAINING		128
741-52400	DUES & MEMBERSHIPS		(300)
741-60100	SUBSCRIPTIONS & PUBLICATIONS		(1,800)
741-60450	UNIFORMS		(235)
741-61200	GENERAL OFFICE SUPPLIES		(742)

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Account Number	Account Title	Amount	
		Revenue (Increase)/ Decrease	**Expense** (Decrease)/ Increase
741-62450	COPYING & PRINTING		(250)
741-65000	GENERAL EQUIPMENT		(466)
741-73100	PRINTING SERVICES		(250)
741-73600	ADVERTISING/PROMOTION		(1,251)
741-76700	CONTRACT SERVICES		(7,157)
FIRE TOTAL			
DEVELOPMENT SERVICES			
	911 - Development Services MGMT		
911-50000	SALARIES FULL-TIME		(2,004)
911-50100	SALARIES PART-TIME		5,096
911-51100	I.M.R.F.		8,144
911-51400	F.I.C.A.		9,482
911-51500	HEALTH INSURANCE		3,602
911-52200	TRAVEL EXPENSE		(102)
911-52300	TRAINING		(1,722)
911-60100	SUBSCRIPTIONS & PUBLICATIONS		(4)
911-61200	GENERAL OFFICE SUPPLIES		(68)
911-61300	BUSINESS FORMS		(28)
911-62450	COPYING & PRINTING		(1,288)
911-65000	GENERAL EQUIPMENT		434
911-72600	RENTALS		410
911-76950	CONSULTING SERVICES		(5,000)
911-77000	OTHER SERVICES		188
	921 - Code Enforcement		
921-50000	SALARIES FULL-TIME		(2,762)
921-50100	SALARIES PART-TIME		(37,218)
921-50300	SALARIES-OVERTIME		581
921-51100	I.M.R.F.		(11,056)
921-51400	F.I.C.A.		(9,640)
921-51500	HEALTH INSURANCE		16,377
921-52200	TRAVEL EXPENSE		(74)

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Account Number	Account Title	Amount	
		Revenue (Increase)/ Decrease	**Expense** (Decrease)/ Increase
921-52300	TRAINING		(967)
921-52400	DUES & MEMBERSHIPS		63
921-60100	SUBSCRIPTIONS & PUBLICATIONS		(80)
921-60500	TOOLS & HARDWARE		(58)
921-61200	GENERAL OFFICE SUPPLIES		(61)
921-61300	BUSINESS FORMS		(523)
921-65000	GENERAL EQUIPMENT		(246)
921-73750	ELEVATOR INSPECTIONS		(2,928)
921-77000	OTHER SERVICES		(51,778)
DEVELOPMENT SERVICES TOTAL			
Total General Corporate Fund		**(5,336,763)**	**(1,589,674)**
Hotel Motel Tax Fund			
21-41200	HOTEL/MOTEL TAX	(426,776)	
21-44600	INTEREST	(126,687)	
171-71300	ELECTRIC		406
171-73600	ADVERTISING/PROMOTION		(249,329)
171-76830	2% BEAUTIFICATION & PROJECTS		(10,000)
171-80210	REIMBURSEMENTS TO OTHER FUNDS		(29,122)
Total Hotel Motel Tax Fund		**(553,464)**	**(288,045)**
Motor Fuel Tax Fund			
22-41030	MOTOR FUEL TAX	(16,487)	
22-41035	TRANSPORTATION RENEWAL TAX	(47,841)	
22-41100	GRANTS	173,175	
22-44600	INTEREST	(71,074)	
431-61800	CHEMICALS		(4,462)

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		Revenue (Increase)/ Decrease	**Expense** (Decrease)/ Increase
Total Motor Fuel Tax Fund		**37,774**	**(4,462)**
Infrastructure Fund			
41-41010	SALES TAX	(960,933)	
41-41100	GRANTS	1,189,730	
41-44600	INTEREST	(535,342)	
41-44670	MISCELLANEOUS	(1,845)	
41-48300	REIMBURSEMENT FROM OTHER FUNDS	18,130	
Total Revenues			
	152 - Information Technology GIS		
152-50000	SALARIES FULL-TIME		(6,546)
152-51100	I.M.R.F.		(692)
152-51400	F.I.C.A.		(544)
152-51500	HEALTH INSURANCE		(784)
152-52300	TRAINING		(1,000)
152-61200	GENERAL OFFICE SUPPLIES		(200)
152-62450	COPYING & PRINTING		(134)
152-65000	GENERAL EQUIPMENT		60,780
152-72500	MAINTENANCE COMPUTERS		6,590
152-76950	CONSULTING SERVICES		(3,630)
	153 - Community Safety		
153-65000	GENERAL EQUIPMENT		(36,661)
153-72500	MAINTENANCE COMPUTERS		1,381
153-90100	NEW EQUIPMENT		10,000
153-91200	APPLICATION SOFTWARE		125,000
	360 - Public Works Management		
360-61300	BUSINESS FORMS		229
360-62450	COPYING & PRINTING		407

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Account Number	Account Title	Amount	
		Revenue (Increase)/ Decrease	**Expense** (Decrease)/ Increase
360-70100	LIABILITY INSURANCE		(1,382)
360-72700	UNIFORM RENTAL		3,362
360-77000	OTHER SERVICES		(25,000)
360-80210	REIMBURSEMENTS TO OTHER FUNDS		(28,324)
360-90400	STRUCTURAL IMPROVEMENTS		(247,135)
	361 - Streets General Salaries		
361-51100	I.M.R.F.		21,138
	362 - Streets & Traffic Maintenance		
362-71500	MAINT. SVC-TRAFFIC CONTRO		(49,745)
362-72600	RENTALS		273
362-73450	HAULING SERVICES		2,000
362-76500	MAINT. SERVICES-GROUNDS		(77,059)
362-77000	OTHER SERVICES		(35,974)
	363 - Snow Removal		
363-50300	SALARIES-OVERTIME		2,484
363-51100	I.M.R.F.		207
363-51400	F.I.C.A.		180
363-90100	NEW EQUIPMENT		(1,224)
	366 - Safety and Pathway		
364-62200	MAINTENANCE SUPPLIES		(1,653)
364-71900	MAINT.-STORM SEWER		(24,193)
364-90800	DRAINAGE IMPROVEMENTS		(475,955)
	364 - Drainage Maintenance		
366-62200	MAINTENANCE SUPPLIES		4,610

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Account Number	Account Title	Amount	
		Revenue (Increase)/ Decrease	**Expense** (Decrease)/ Increase
366-72000	MAINT.-ROADS & PATHS		(100,238)
366-72600	RENTALS		(300)
366-77000	OTHER SERVICES		(5,000)
	460 - Engineering		
460-76200	ENGINEERING SERVICES		(45,227)
	461 - Roadway Improvements		
461-76200	ENGINEERING SERVICES		(380,406)
461-90700	STREET IMPROVEMENTS		(2,810,232)
Total Infrastructure Fund		**(290,260)**	**(4,120,595)**
Water Fund			
51-43030	PLAN REVIEW FEES	(1,200)	
51-43035	INSPECTION FEES	650	
51-43310	WATER SALES	(1,487,533)	
51-43320	UNMETERED SALES	2,628	
51-43330	WATER CONNECTION FEES	(78,640)	
51-43350	METER CHARGES	(2,828)	
51-43360	SPECIAL SERVICES	(17,392)	
51-44600	INTEREST	(1,130,165)	
51-44670	MISCELLANEOUS	(74,320)	
Total Revenues			
	351-Water Operations		
351-50000	SALARIES FULL-TIME		11,828
351-50300	SALARIES-OVERTIME		(1,699)
351-51100	I.M.R.F.		(4,100)
351-51400	F.I.C.A.		(146)
351-51500	HEALTH INSURANCE		7,131
351-52300	TRAINING		675
351-52400	DUES & MEMBERSHIPS		(376)

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Account Number	Account Title	Amount	
		Revenue (Increase)/ Decrease	**Expense** (Decrease)/ Increase
351-53100	PENSION EXPENSE - IMRF		61,374
351-60200	POSTAGE		(5,367)
351-60450	UNIFORMS		(642)
351-60500	TOOLS & HARDWARE		53
351-60600	FOOD		40
351-61100	CLEANING SUPPLIES		(53)
351-61200	GENERAL OFFICE SUPPLIES		(301)
351-61300	BUSINESS FORMS		(33)
351-61800	CHEMICALS		(538)
351-62200	MAINTENANCE SUPPLIES		12,620
351-65000	GENERAL EQUIPMENT		2,260
351-70100	LIABILITY INSURANCE		102,741
351-71100	TELECOM SERVICES		320
351-71300	ELECTRIC		(11,340)
351-71700	MAINT.-DISTR. SYSTEM		(34,047)
351-71800	MAINT.-PUMPING SYSTEM		(1,921)
351-72300	MAINT. OTHER EQUIPMENT		(1,280)
351-72500	MAINTENANCE COMPUTERS		(16,420)
351-72700	UNIFORM RENTAL		(36)
351-73100	PRINTING SERVICES		(2,348)
351-73450	HAULING SERVICES		3,000
351-74100	LABORATORY SERVICES		(1,618)
351-74200	MAINT. SERV.-WATER METERS		(3,800)
351-74250	CROSS CONNECTION CONTROL		(39,110)
351-74300	DWC OPER. & MAINT. COSTS		1,794,812
351-76100	AUDITING SERVICES		375
351-76500	MAINT. SERVICES-GROUNDS		(3,156)
351-76700	CONTRACT SERVICES		(50,000)
351-77000	OTHER SERVICES		(72,626)
351-80210	REIMBURSEMENTS TO OTHER FUNDS		(15,547)
	<u>451-Water System Improvements</u>		
451-76200	ENGINEERING SERVICES		(655,437)
451-91000	WATER DISTRIBUTION IMPROV		(2,250,064)
451-91100	WATER PUMP & STORAGE IMPR		(10,000)

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Account Number	Account Title	Amount	
		Revenue (Increase)/ Decrease	**Expense** (Decrease)/ Increase
Total Water Fund		**(2,788,801)**	**(1,184,776)**
Promenade Fund			
42-41010	SALES TAX	(59,379)	
42-41110	REAL ESTATE TAXES	(50,451)	
42-44600	INTEREST	(6,054)	
Total Revenues			
283-76100	AUDITING SERVICES		(2,500)
283-77000	OTHER SERVICES		3,025
283-80100	INTEREST EXPENSE		70
283-80200	TRANSFER OUT/IN		503,396
283-80700	DEBT PRINCIPAL		(2)
Total Promenade Fund		**(115,884)**	**503,989**
Sports Core Fund			
	811 - Sports Core General Operations		
811-44590	DONATIONS	(12,568)	
811-44600	INTEREST	9	
811-44650	LATE PAYMENT PENALTY	(1,110)	
811-44670	MISCELLANEOUS	(397)	
811-50000	SALARIES FULL-TIME		(15,000)
811-50300	SALARIES-OVERTIME		(1,827)
811-51100	I.M.R.F.		(1,536)
811-51400	F.I.C.A.		(1,283)
811-51500	HEALTH INSURANCE		33
811-52200	TRAVEL EXPENSE		(50)
811-52300	TRAINING		(30)

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		Revenue (Increase)/ Decrease	**Expense** (Decrease)/ Increase
811-53100	PENSION EXPENSE - IMRF		77,770
811-60400	DRUGS & MEDICAL		(188)
811-62450	COPYING & PRINTING		(483)
811-70100	LIABILITY INSURANCE		11,175
811-72200	MAINTENANCE BUILDINGS		500
811-72500	MAINTENANCE COMPUTERS		(355)
811-72600	RENTALS		(91)
811-73700	BANK SERVICE FEES		12,731
811-76100	AUDITING SERVICES		1,575
811-76200	ENGINEERING SERVICES		(14,204)
811-76500	MAINT. SERVICES-GROUNDS		(5,560)
811-77000	OTHER SERVICES		(725)
811-80210	REIMBURSEMENTS TO OTHER FUNDS		33,734
811-90400	STRUCTURAL IMPROVEMENTS		(511,793)
	812 - Swimming Operations		
812-45010	B&T RESIDENT FAMILY	11,975	
812-45015	B&T RESIDENT INDIVIDUAL	1,100	
812-45025	B&T RESIDENT SR FAMILY	(1,500)	
812-45030	B&T RESIDENT SR INDIVIDUA	3,100	
812-45045	B&T NON-RESIDENT FAMILY	94,950	
812-45050	B&T NON-RESIDENT INDIVIDU	650	
812-45060	B&T NON-RESIDENT SR FAMILY	(1,950)	
812-45065	B&T NON-RESIDENT SR INDIVIDU	2,000	
812-45080	B&T CORPORATE FAMILY	(5,950)	
812-45085	B&T CORPORATE INDIVIDUAL	850	
812-46130	SWIM GUEST FEES	(5,468)	
812-46140	SWIM LESSONS	(1,703)	
812-46145	SWIM PROGRAMS	(25,627)	
812-46150	SWIM TEAM FEES	4,335	
812-50200	SALARIES-SEASONAL		(19,334)
812-50300	SALARIES-OVERTIME		812
812-50500	COMMISSIONS		250
812-51400	F.I.C.A.		(1,387)
812-61200	GENERAL OFFICE SUPPLIES		(40)
812-61450	SWIMMING SUPPLIES		(1,717)
812-61800	CHEMICALS		10,628

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Account Number	Account Title	Amount	
		Revenue (Increase)/ Decrease	**Expense** (Decrease)/ Increase
812-62300	BUILDING MAINT. SUPPLIES		(1,308)
812-65000	GENERAL EQUIPMENT		16,817
812-71350	SEWER		2,617
812-71400	LAUNDRY & CLEANING		742
812-72300	MAINT. OTHER EQUIPMENT		29,187
812-72500	MAINTENANCE COMPUTERS		(1,975)
812-73200	LICENSES & FEES		(1,200)
812-73700	BANK SERVICE FEES		(378)
812-76500	MAINT. SERVICES-GROUNDS		(3,636)
812-77000	OTHER SERVICES		51,317
812-77100	POOL MANAGEMENT FEES		21,076
812-77600	SWIM TEAM		(4,813)
	813 - Tennis Operations		
813-45035	FAMILY TENNIS	4,925	
813-45045	B&T NON-RESIDENT FAMILY	1,450	
813-45070	INDIVIDUAL TENNIS	703	
813-46210	TENNIS GUEST FEES	100	
813-46220	OUTDOOR TENNIS LESSONS	4,540	
813-46230	SUMMER TENNIS PROGRAM	(14,829)	
813-46810	PRO-SHOP SALES	(6,270)	
813-61400	TENNIS SUPPLIES		(1,422)
813-62300	BUILDING MAINT. SUPPLIES		(1,831)
813-65000	GENERAL EQUIPMENT		(4,689)
813-72200	MAINTENANCE BUILDINGS		525
813-72500	MAINTENANCE COMPUTERS		125
813-72900	MAINT. SERVICES-TENNIS		3,432
813-76500	MAINT. SERVICES-GROUNDS		(1,324)
813-77000	OTHER SERVICES		10,744
	815 - Polo Operations		
815-46010	POLO FIELD RENTAL	20,000	
815-73600	ADVERTISING/PROMOTION		(500)
815-77000	OTHER SERVICES		(12,885)

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Account Number	Account Title	Amount	
		Revenue (Increase)/ Decrease	**Expense** (Decrease)/ Increase
	816-Open Fields		
816-46020	OPEN FIELD RENTAL	(18,003)	
816-46910	BUTLER RANGE RENTAL	(1,080)	
816-61800	CHEMICALS		(9,490)
816-65000	GENERAL EQUIPMENT		1,064
816-71200	NATURAL GAS		(146)
816-71300	ELECTRIC		2,931
816-72200	MAINTENANCE BUILDINGS		(27,345)
816-72300	MAINT. OTHER EQUIPMENT		1,135
816-76500	MAINT. SERVICES-GROUNDS		(40,268)
816-77000	OTHER SERVICES		(1,365)
816-79300	AUTUMN FEST		(4,000)
	821-Clubhouse F& B Operations		
821-44640	RENTAL INCOME	171,486	
821-50000	SALARIES FULL-TIME		(68,588)
821-50100	SALARIES PART-TIME		(14,276)
821-50200	SALARIES-SEASONAL		4,391
821-50500	COMMISSIONS		(7,145)
821-51100	I.M.R.F.		(6,228)
821-51400	F.I.C.A.		(5,784)
821-51500	HEALTH INSURANCE		(30,155)
821-52200	TRAVEL EXPENSE		(30)
821-52300	TRAINING		(50)
821-52400	DUES & MEMBERSHIPS		(50)
821-60100	SUBSCRIPTIONS & PUBLICATIONS		(100)
821-61100	CLEANING SUPPLIES		(1,300)
821-61200	GENERAL OFFICE SUPPLIES		(1,050)
821-61500	KITCHEN SUPPLIES		(2,513)
821-62300	BUILDING MAINT. SUPPLIES		(2,884)

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		Revenue (Increase)/ Decrease	**Expense** (Decrease)/ Increase
821-65000	GENERAL EQUIPMENT		(2,079)
821-71200	NATURAL GAS		15,155
821-71350	SEWER		(265)
821-71400	LAUNDRY & CLEANING		(3,760)
821-72200	MAINTENANCE BUILDINGS		16,109
821-72300	MAINT. OTHER EQUIPMENT		(2,829)
821-72500	MAINTENANCE COMPUTERS		(2,000)
821-73000	ADVERTISING		(19,997)
821-73100	PRINTING SERVICES		(350)
821-73200	LICENSES & FEES		25
821-76500	MAINT. SERVICES-GROUNDS		(8,945)
821-77000	OTHER SERVICES		640
	822 - Poolside Food & Beverage		
822-47300	FOOD SALES POOLSIDE	(8,508)	
822-47700	BEVERAGE SALES POOLSIDE	(1,909)	
822-50200	SALARIES-SEASONAL		5,687
822-50300	SALARIES-OVERTIME		(1,300)
822-51100	I.M.R.F.		(190)
822-51400	F.I.C.A.		435
822-51500	HEALTH INSURANCE		(80)
822-61100	CLEANING SUPPLIES		255
822-61500	KITCHEN SUPPLIES		(852)
822-61600	PAPER PRODUCTS		(1,134)
822-62300	BUILDING MAINT. SUPPLIES		(228)
822-63200	FOOD COST		(18,703)
822-63250	BEVERAGE/LIQUOR COST		(3,636)
822-63300	CANDY/CIGARETTE COST		(460)
822-65000	GENERAL EQUIPMENT		1,716
822-72300	MAINT. OTHER EQUIPMENT		(1,053)
822-73200	LICENSES & FEES		154
	823-Golf Food & Beverage		

Village of Oak Brook
Budget Amendment
12/31/2023

For Village President and Board of Trustee Approval

Account Number	Account Title	Amount	
		Revenue (Increase)/ Decrease	**Expense** (Decrease)/ Increase
823-47160	CANDY/CIGARETTE SALES	(1,954)	
823-47400	FOOD SALES-GOLF	3,337	
823-47800	BEVERAGE SALES-GOLF	(9,645)	
823-50000	SALARIES FULL-TIME		5,962
823-50100	SALARIES PART-TIME		(20,263)
823-50200	SALARIES-SEASONAL		(17,108)
823-50300	SALARIES-OVERTIME		4,822
823-50550	TIPS		1,431
823-51100	I.M.R.F.		(649)
823-51400	F.I.C.A.		4,140
823-51500	HEALTH INSURANCE		(8,212)
823-54050	UNEMPLOYMENT COMPENSATION		6,384
823-60450	UNIFORMS		(1,250)
823-61100	CLEANING SUPPLIES		(24)
823-61500	KITCHEN SUPPLIES		2,661
823-61600	PAPER PRODUCTS		426
823-63200	FOOD COST		(5,655)
823-63250	BEVERAGE/LIQUOR COST		49,933
823-63300	CANDY/CIGARETTE COST		(3,184)
823-65000	GENERAL EQUIPMENT		(5,236)
823-72300	MAINT. OTHER EQUIPMENT		54
823-73200	LICENSES & FEES		(500)
823-77000	OTHER SERVICES		2,204

Village of Oak Brook
Budget Amendment
12/31/2023

For Village President and Board of Trustee Approval

Account Number	Account Title	Amount	
		Revenue (Increase)/ Decrease	**Expense** (Decrease)/ Increase
	831-Golf Club General Operations		
831-44670	MISCELLANEOUS	(11,074)	
831-45510	GOLF UNLIMITED RESIDENT	(37,000)	
831-45520	GOLF JUNIOR RESIDENT	(2,775)	
831-45530	GOLF SENIOR RESIDENT	6,050	
831-45540	GOLF UNLIMITED NON-RES	(15,975)	
831-45550	GOLF UNLIMITED CORP RESID	3,200	
831-45560	GOLF NON-RESIDENT SENIOR	(25,600)	
831-45570	GOLF NON-RESIDENT JUNIOR	2,000	
831-46510	GOLF GREEN FEES NON-RES	(167,052)	
831-46520	GOLF GREEN FEES RESIDENT	46,246	
831-46710	EQUIPMENT RENTAL	1,020	
831-46810	PRO-SHOP SALES	54,443	
831-46820	HANDICAP SALES	1,850	
831-46990	OVER/SHORT CASH	951	
831-48150	TRANSFER FROM OTHER FUNDS	150,000	
831-50000	SALARIES FULL-TIME		22,730
831-50100	SALARIES PART-TIME		(1,000)
831-50200	SALARIES-SEASONAL		(35,728)
831-50300	SALARIES-OVERTIME		(1,370)
831-50490	BONUS POOL		(3,000)
831-51100	I.M.R.F.		(849)
831-51400	F.I.C.A.		(2,378)
831-51500	HEALTH INSURANCE		7,744
831-52300	TRAINING		(500)
831-52400	DUES & MEMBERSHIPS		(1,056)
831-54050	UNEMPLOYMENT COMPENSATION		(2,500)
831-60200	POSTAGE		(1,020)
831-60450	UNIFORMS		(4,000)
831-60500	TOOLS & HARDWARE		9
831-61100	CLEANING SUPPLIES		(470)
831-61200	GENERAL OFFICE SUPPLIES		369
831-61300	BUSINESS FORMS		(1,000)
831-61600	PAPER PRODUCTS		(900)
831-61700	GOLF COURSE SUPPLIES		90,902
831-62300	BUILDING MAINT. SUPPLIES		(2,963)
831-62400	COMPUTER SUPPLIES		(939)

Village of Oak Brook
Budget Amendment
12/31/2023

For Village President and Board of Trustee Approval

Account Number	Account Title	Amount	
		Revenue (Increase)/ Decrease	**Expense** (Decrease)/ Increase
831-62450	COPYING & PRINTING		(781)
831-63000	COST OF SALES		(123,774)
831-63100	COST OF SALES-HANDICAP		(1,440)
831-65000	GENERAL EQUIPMENT		5,819
831-70100	LIABILITY INSURANCE		933
831-71100	TELECOM SERVICES		(1,779)
831-71200	NATURAL GAS		305
831-71300	ELECTRIC		(574)
831-71350	SEWER		48
831-71400	LAUNDRY & CLEANING		(4,450)
831-72200	MAINTENANCE BUILDINGS		(676)
831-72500	MAINTENANCE COMPUTERS		2,850
831-73000	ADVERTISING		(4,709)
831-73200	LICENSES & FEES		(600)
831-73700	BANK SERVICE FEES		34,879
831-76100	AUDITING SERVICES		75
831-76200	ENGINEERING SERVICES		(6,000)
831-77000	OTHER SERVICES		9,401
831-80210	REIMBURSEMENTS TO OTHER FUNDS		(40,483)
831-90400	STRUCTURAL IMPROVEMENTS		32,687
	832-Golf Learning & Practice		
832-46530	GOLF LESSONS	25,128	
832-46610	DRIVING RANGE FEES	(52,127)	
832-50200	SALARIES-SEASONAL		24,273
832-50500	COMMISSIONS		(45,000)
832-51400	F.I.C.A.		(1,529)
832-61700	GOLF COURSE SUPPLIES		(10,218)
832-65000	GENERAL EQUIPMENT		1,895
832-72300	MAINT. OTHER EQUIPMENT		(750)
832-76500	MAINT. SERVICES-GROUNDS		(11,640)
832-90200	EQUIPMENT REPLACEMENT		(1,075)
	833 - Golf Cart Operations		

Village of Oak Brook
Budget Amendment
12/31/2023

For Village President and Board of Trustee Approval

Account Number	Account Title	Amount	
		Revenue (Increase)/ Decrease	**Expense** (Decrease)/ Increase
833-46720	POWER CART RENTAL	(34,662)	
833-46730	HAND CART RENTAL	2,511	
833-50200	SALARIES-SEASONAL		23,700
833-51400	F.I.C.A.		1,813
833-61100	CLEANING SUPPLIES		(500)
833-62200	MAINTENANCE SUPPLIES		3,416
833-72300	MAINT. OTHER EQUIPMENT		3,045
833-72600	RENTALS		1,270
833-73900	OPERATING LEASE PAYMENT		(598,755)
	834 - Golf Course Maintenance		
53-46590	GOLF SURCHARGE	7020	
834-50000	SALARIES FULL-TIME		(1,070)
834-50200	SALARIES-SEASONAL		(19,354)
834-50300	SALARIES-OVERTIME		8,708
834-51100	I.M.R.F.		3,512
834-51400	F.I.C.A.		(1,627)
834-51500	HEALTH INSURANCE		39,967
834-52400	DUES & MEMBERSHIPS		(190)
834-54050	UNEMPLOYMENT COMPENSATION		7,898
834-60300	GAS & OIL		7,257
834-60400	DRUGS & MEDICAL		(20)
834-60450	UNIFORMS		1,143
834-60500	TOOLS & HARDWARE		795
834-61100	CLEANING SUPPLIES		46
834-61700	GOLF COURSE SUPPLIES		(156)
834-61800	CHEMICALS		4,466
834-61900	GOLF MAINT. SUPPLIES		27,440
834-61950	IRRIGATION/DRAIN SUPPLIES		(843)
834-62000	FLOWERS		(2,680)
834-62100	TREES & SHRUBS		(11,948)
834-62200	MAINTENANCE SUPPLIES		(1,378)
834-65000	GENERAL EQUIPMENT		(138)
834-71200	NATURAL GAS		(361)
834-71350	SEWER		(249)
834-72000	MAINT.-ROADS & PATHS		13,566
834-72300	MAINT. OTHER EQUIPMENT		9,331

Village of Oak Brook
Budget Amendment
12/31/2023

For Village President and Board of Trustee Approval

Account Number	Account Title	Amount	
		Revenue (Increase)/ Decrease	**Expense** (Decrease)/ Increase
834-72600	RENTALS		(700)
834-77000	OTHER SERVICES		(137)
834-90200	EQUIPMENT REPLACEMENT		(4,696)
834-90400	STRUCTURAL IMPROVEMENTS		(80,000)
845-80200	TRANSFER OUT/IN		(150,000)
Total Sports Core Fund		**161,191**	**(1,348,432)**
Self Insurance Fund			
61-43410	VILLAGE CONTRIBUTION	(104,534)	
61-43420	EMPLOYEE CONTRIBUTION	118,991	
61-43440	RETIREE CONTRIBUTION	(31,661)	
61-43450	COBRA CONTRIBUTION	(8,286)	
61-43460	STOP LOSS ADJUSTMENT	100,000	
61-44600	INTEREST	(5,870)	
	133-Employee Benefits		
133-70200	AGGREGATE PREMIUM		(30,000)
133-70300	SPECIFIC PREMIUM		(421,200)
133-70320	HEALTH INSURANCE PREMIUMS		2,703,467
133-70340	HMO PREMIUMS		(334,250)
133-70350	VISION INSURANCE		36
133-70500	LIFE INSURANCE		3,807
133-70600	ADMINISTRATIVE FEE		(66,037)
133-70800	HEALTH CLAIMS		(1,667,058)
133-70900	DENTAL PREMIUMS		(59,748)
133-76860	HEALTH & WELLNESS		(4,260)
133-76950	CONSULTING SERVICES		385
133-77000	OTHER SERVICES		(4,156)
Total Self Insurance Fund		**68,641**	**120,987**
Garage Fund			

Village of Oak Brook
Budget Amendment
12/31/2023

For Village President and Board of Trustee Approval

Account Number	Account Title	Amount	
		Revenue (Increase)/ Decrease	**Expense** (Decrease)/ Increase
62-44600	INTEREST	(12,156)	
62-44670	MISCELLANEOUS	500	
	341-Garage Operations		
341-50000	SALARIES FULL-TIME		(1,611)
341-50200	SALARIES-SEASONAL		(4,223)
341-50300	SALARIES-OVERTIME		(1,022)
341-51100	I.M.R.F.		(1,604)
341-51400	F.I.C.A.		(633)
341-51500	HEALTH INSURANCE		8,199
341-52300	TRAINING		(1,842)
341-53100	PENSION EXPENSE - IMRF		17,244
341-60100	SUBSCRIPTIONS & PUBLICATIONS		20
341-60300	GAS & OIL		(56,195)
341-60450	UNIFORMS		(353)
341-60500	TOOLS & HARDWARE		(45)
341-61100	CLEANING SUPPLIES		(2,200)
341-71100	TELECOM SERVICES		160
341-71600	MAINTENANCE VEHICLES		(39,601)
341-72300	MAINT. OTHER EQUIPMENT		(1,053)
341-72700	UNIFORM RENTAL		747
341-77000	OTHER SERVICES		(2,967)
341-90200	EQUIPMENT REPLACEMENT		(6,667)
Total Garage Fund		**(11,656)**	**(93,645)**

Equipment Replacement Fund

63-41100	GRANTS	8,984	
63-43910	CHARGES FOR SERVICES	(67,309)	
63-44600	INTEREST	(29,868)	
63-44670	MISCELLANEOUS	(30,284)	
	342 - Equipment Replacement		

Village of Oak Brook
Budget Amendment
12/31/2023

For Village President and Board of Trustee Approval

Account Number	Account Title	Amount	
		Revenue (Increase)/ Decrease	**Expense** (Decrease)/ Increase
342-65000	GENERAL EQUIPMENT		(67,000)
342-73900	OPERATING LEASE PAYMENT		23,543
342-73950	CAPITAL LEASE PAYMENT		25,775
342-80210	REIMBURSEMENTS TO OTHER FUNDS		(3,530)
342-90200	EQUIPMENT REPLACEMENT		33,416
Total Equipment Replacement Fund		**(118,477)**	**12,204**
Total-All Funds		**(8,947,697)**	**(7,992,450)**

ITEM 8.A.2.
BOARD OF TRUSTEES MEETING
SAMUEL E. DEAN BOARD ROOM
BUTLER GOVERNMENT CENTER
1200 OAK BROOK ROAD
OAK BROOK, ILLINOIS
630-368-5000

AGENDA ITEM

Board of Trustees Regular Meeting
of
March 12, 2024

SUBJECT: Surplus Items from Various Departments

FROM: Rania Serences, Purchasing and Budgeting Coordinator

BUDGET SOURCE/BUDGET IMPACT: N/A

RECOMMENDED MOTION: I move that the Village Board adopt the attached Ordinance, authorizing the sale, donation, or disposal of certain items.

Background/History:

The attached ordinance authorizes the sale of office cubicle panels, pedestals, overhead cabinets, file cabinet top, desktops, and desk returns from the Administration and Finance Departments, the sale of various golf merchandise from the Golf Pro Shop, the donation of light bars, sirens, controllers, and miscellaneous small lights from the Police Department to Maywood Homeland Security and Emergency Management, the recycling of NEC desk top telephones from VIllage-Wide Departments, and the disposal of the remaining Police Department patrol vehicle equipment. The Police Department vehicle equipment to be disposed of has reached the end of their useful lives, the Administration and Finance Departments cubicle equipment and Village-Wide NEC desk top telephones have been replaced with newer models and current merchandise. The golf merchandise has also been replaced with new merchandise. The surplus merchandise is between 5 and 15 years old and has no significant value. The desktop telephones will be collected and recycled by our recycling vendor, Digital Red, Batavia, Illinois.

Staff will register the surplus cubicle furniture and golf merchandise for sale on iBid, an online auctioneer run by the State of Illinois. If no bids are received through the online auction, staff will dispose of any remaining items properly, along with the items earmarked for disposal. Also, staff will request a signed and attested release agreement from Maywood Homeland Security and Emergency Management prior to any equipment donation.

Recommendation:

Staff recommends that the Village Board adopt the attached Ordinance authorizing the sale, donation, or disposal of surplus items.

Attachments:

1. AdminFinFurnPhonesPDEquipOrd
2. PD Vehicle Equipment Release Agreement

THE VILLAGE OF OAK BROOK

COOK AND DUPAGE COUNTIES, ILLINOIS

ORDINANCE

2024-PP-S-1694

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 12th day of March 2024

ORDINANCE 2024-PP-S-1694

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 sale or donation or recycling or disposal.

Section 3:Pursuant to 65 ILCS 5/11-76-4, the Village Manager is hereby authorized and directed to dispose of the below 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.

The Remainder of this Page has been Intentionally Left Blank / Roll Call Vote follows

APPROVED THIS 12th day of March 2024

_____
Laurence E. Herman
Village President

PASSED THIS 12th day of March 2024

Ayes: _____

Nays: _____

Absent:_____

ATTEST:

_____
Netasha Scarpiniti
Village Clerk

VARIOUS EQUIPMENT TO BE SOLD THOUGH IBID

QUANTITY	ITEM
12	Cubicle Panels
6	Desk Pedestals
12	Overhead Cabinets
1	File Cabinet Top
6	Desktops
10	Desk Returns
4	Golf Map Illinois
1	Putting Plane Pro
22	Insole Magnets
2	Tour Tempo Micro Player
2	Odyssey Putter Cover
3	Back Magnets
3	Grip4orce Grip
3	Metronome Tempo
70	AM&E Fur Headcover
8	Putting Prescription Book
8	SI Oak Brook Golf Watch
1	Cracking the Code/Azinger
4	CMC Coaster Set
1	Audio Rotella
5	Ball of Steel
1	Cindy Reid's Ultima
2	VHS Pelz
9	CMC Putting Cup
22	CMC Golf Rules Set
3	CMC Wine Charm Set
5	Perfect Connection Swing Trainer
1	Wine Charms
4	McLean Drill System DVD
1	Coasters
12	See It Video
12	Swingbyte Trainer
3	Momentus Swntrnr WDG
2	Watch Clip on Bag
3	Voice Caddie GPS/RNGFNDR
10	Golf Game
1	Nexbelt Reptile
8	Putting Laser
2	MVP Trainer
26	Yardage Books
2	The Inside Approach
2	Yoga for Golfers DVD
3	Izzo Tri-Link Trainer
4	Q-Link Necklace
31	Levelwear Cap/T-Shirt
1	Dunning 1/4 zip Pullover
1	Adidas Solid/Stripe Polo

1	Adidas Essential Stripe
10	Antigua Stripe
2	Antigua Solid Inspire Polo
4	Antigua Cubs Exceed
1	Nike Bold Stripe
2	Under Armour Playoff Stripe
1	Under Armour Playoff Polo
2	Under Armour Vanish Polo
2	Under Armour Perf. Stripe
1	Under Armour Solid Polo
1	FJ Print/Stripe(lsl)
1	Sunice Jack Basic Polo
1	Sunice Whitaker
1	Sunice Solid Polo
1	Sunice Maddox Solid Polo
1	Sunice Shirt
1	Sunice Levitt Polo
1	Sunice Stripe/Whitaker Polo
1	MZNO Thrmo Wool Mock l/s
2	Monterey Polo
1	Linksoul Pique
2	G. Normn 1/4 zip Puma vest
2	Aur Argyle Vest
1	Nike Shoes
1	Nike Shoes
3	Nike Shoes
2	Nike Shoes
3	Puma Women Faas Trac

POLCE VEHICLE EQUIPMENT TO BE DONATED TO MAYWOOD HOMELAND SECURITY AND EMERGENCY MANAGEMENT, MAYWOOD, IILLINOIS

QUANTITY	ITEM	SERIAL NUMBERS
5	Whelen Liberty II Light Bars	11543, 10601, 19051, 10602, and 19805
4	Whelen CenCom Sapphire Sirens	32474, 28023, 30654, 37606
3	Whelen Wecan Controllers	9590, 3580, 3787
Box	Miscellaneous Small Lights	N/A

VILLAGE-WIDE TELEPHONES TO BE RECYLED

QUANTITY	ITEM
187	NEC Desktop Telephones

POLICE VEHICLE EQUIPMENT TO BE DISPOSED

QUANTITY	ITEM	SERIAL NUMBERS
5	Proguard Rear Prisoner Seat for 2019 – 2020 Chevrolet Tahoe	N/A
5	Proguard Prisoner Partitions for 2019 – 2020 Chevrolet Tahoe	N/A
5	Havis Center Consoles for 2019 – 2020 Chevrolet Tahoe	N/A
4	Setina Black Push Bumpers	N/A
1	Black Truck Vault	437870

RELEASE AGREEMENT

THE VILLAGE OF OAK BROOK *("Oak Brook"),* ILLINOIS, an Illinois municipal corporation do hereby donate, assign, transfer, and set over to **Maywood Homeland Security and Emergency Management (*"MHSEM"),* 200 South 5th Avenue, Maywood, Illinois 60153**, the following described personal property, to wit:

QUANTITY	ITEM	SERIAL NUMBERS
5	Whelen Liberty II Light Bars	11543, 10601, 19051, 10602, and 19805
4	Whelen CenCom Sapphire Sirens	32474, 28023, 30654, 37606
3	Whelen Wecan Controllers	9590, 3580, 3787
Box	Miscellaneous Small Lights	N/A

AS IS, WHERE IS, with NO WARRANTIES OF ANY KIND.

1. **Condition of Lightbars, Sirens, Controllers, and Misc. Small Lights; Disclaimer of Warranties and Release**. MHSEM hereby acknowledges that it, or its employee(s), agent(s), or contractor(s), has the expertise necessary to inspect the Police Vehicle Equipment (***"Equipment"***). The Equipment is transferred to MHSEM AS IS, WHERE IS, AND WITHOUT WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND, and INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Except for those representations specifically enumerated in paragraph 2 below, MHSEM, for itself, its successor, agents, and assigns, hereby releases and forever discharges Oak Brook, it successors, assigns, affiliates, agents, employees and legal representatives from any and all claims, losses, and demands or liability of every kind, whether known or unknown, which MHSEM has, or may have, arising out of MHSEM's use or ownership of the Equipment after the effective date of this Release Agreement and MHSEM assumes all risk related to or arising from MHSEM's use or ownership of the Equipment after the effective date of this Release Agreement. This Release is binding upon MHSEM, its successors, agents, employees, assigns and legal representatives, and inures to the benefit of Oak Brook and its successors, assigns, affiliates, agents, employees, and legal representatives.

2. **Donator Representations**. Oak Brook represents and warrants only that as of the date hereof, Oak Brook is the owner of the Equipment, free and clear of any lien, security interest or encumbrance, and that no financing statement covering said Equipment or any proceeds thereof is on file in any public office.

3. **Authority, Expertise**. MHSEM represents that it has the appropriate authority to enter into this Release Agreement and appropriate expertise and technological knowledge to take ownership of the Equipment.

IN WITNESS WHEREOF, MHSEM AND VILLAGE have caused this Release Agreement to be duly executed and effective as of the date of full execution by both parties (the “Effective Date”).

ATTEST:

VILLAGE OF OAK BROOK, ILLINOIS

_____

_____
By: Greg Summers, Village Manager

ATTEST:

MAYWOOD HOMELAND SECURITY AND EMERGENCY MANAGEMENT

_____

_____
By:

Its:_____

EFFECTIVE DATE:

_____

ITEM 8.A.3.
BOARD OF TRUSTEES MEETING
SAMUEL E. DEAN BOARD ROOM
BUTLER GOVERNMENT CENTER
1200 OAK BROOK ROAD
OAK BROOK, ILLINOIS
630-368-5000

AGENDA ITEM

Board of Trustees Regular Meeting
of
March 12, 2024

SUBJECT: Recommendation to Purchase – John Deere Leased Equipment

FROM: Tim O'Malley, Interim Public Works Director

BUDGET SOURCE/BUDGET IMPACT: $185,375.00 is budgeted in Equipment Replacement #342-90200 for the purchase of these items.

RECOMMENDED MOTION: I move that the Village Board approve R-2186 authorizing staff to purchase three (3) currently leased John Deere Public Works Equipment, pending Final Attorney review and approval.

Background/History:
Public Works currently leases three (3) pieces of construction equipment from John Deere with an option to purchase at the end of the lease terms. The three (3) leases are set to expire in April, May, and July 2024, respectively. Public Works staff has reviewed the current age, condition, usage hours and residual value of the leased equipment and compared it to the current market value and replacement value for comparable equipment; and staff recommends that the Board approve the option to purchase the existing equipment at the end of the lease for the sum of $185,375.00.

End of lease amounts and dates for all three (3) pieces of equipment are as follows:

524P Wheel Loader	$74,517.92 lease # 030-0074177-000	expiration date 7/01/2024
50G Compact Excavator	$14,582.77 lease # 030-0072919-000	expiration date 5/30/2024
410L Backhoe Loader	$96,273.41 lease # 030-0072737-000	expiration date 4/22//2024

Recommendation:
I move that the Village Board approve R-2186 authorizing staff to purchase the three (3) John Deere leased Public Works equipment, pending final attorney review and approval.

Attachments:
1. Res No. R-2186

2. 50G Compact Excavator
3. 410L Backhoe Loader
4. PWLoader&PlowLeaseAgreementJohn Deere

THE VILLAGE OF OAK BROOK

COOK AND DUPAGE COUNTIES, ILLINOIS

RESOLUTION

NUMBER 2024-PW-EQ-PO-R-2186

A RESOLUTION
AUTHORIZING STAFF TO EXERCISE THE VILLAGE'S LEASE OPTION TO PURCHASE CERTAIN JOHN DEERE EQUIPMENT

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

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

Village Board

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

RESOLUTION NO. 2024-PW-EQ-PO-R-2186
A RESOLUTION
AUTHORIZING STAFF TO EXERCISE THE VILLAGE'S LEASE OPTION TO PURCHASE CERTAIN JOHN DEERE EQUIPMENT

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, Public Works currently leases three pieces of construction equipment from John Deere, including: one (1) 524P Wheel Loader (lease # 030-0074177-000; expiration date 7/01/2024); one (1) 50G Compact Excavator (lease # 030-0072919-000; expiration date 5/30/2024; and one (1) 410L Backhoe Loader (lease # 030-0072737-000; expiration date 4/22//2024) (all three pieces of construction equipment hereinafter collectively referred to as the "Equipment");

WHEREAS, all three lease agreements for the Equipment provide the Village with the option to purchase the equipment upon expiration of the respective lease term;

WHEREAS, Public Works staff has reviewed the current age, condition, usage hours and residual value of the leased equipment and has compared it to the current market value of comparable equipment to determine that exercising the lease options to purchase the Equipment is the most economically feasible option for the Village;

WHEREAS, Staff recommends the Corporate Authorities authorize and approve Staff to exercise the Village's lease option for the Equipment upon expiration of the three respective lease agreements, for a total amount of $185,375.00, as provided herein;

WHEREAS, the Village of Oak Brook Corporate Authorities are of the opinion that it is in the best interests of the Village of Oak Brook to 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 authorize and approves Staff to exercise the Village's lease option for the Equipment upon expiration of the three respective lease agreements, as provided herein.

Section Three – Authorization and Direction

The Village Manager is hereby authorized to execute the related documentation to exercise the Village's lease option for the Equipment upon expiration of the three respective lease agreements, as provided herein.

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 transactions contemplated herein, additionally, the Village is authorized and directed to allocate and spend all necessary funds to fulfill the requirements to exercise the Village's lease option to purchase the Equipment.

Section Six - Acts of Village Officials

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

Section Seven – Effective Date

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

Section Eight - Publication

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

Section Nine – Conflict Clause

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

Section Ten – Saving Clause

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

Section Eleven – Recording

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

PASSED THIS 12th day of March 2024.

Ayes: _____

Nays: _____

Absent: _____

APPROVED THIS 12th day of March 2024.

_____
LAURENCE E. HERMAN,
Village President

ATTEST:

_____
NETASHA SCARPINITI,
Village Clerk

JOHN DEERE FINANCIAL

LEASE RENEWAL AGREEMENT

Original Lease Agreement Number 030-0072919-000
Renewal Lease Agreement Number 030-0072919-000

LESSEE'S NAME AND PHYSICAL ADDRESS
VILLAGE OF OAK BROOK 1200 OAK BROOK RD, , OAK BROOK, IL 60523-2203

NAME AND TITLE OF SIGNING OFFICER
GREG SUMMERS, VILLAGE MANAGER

CO-LESSEE'S NAME AND PHYSICAL ADDRESS

LESSOR'S NAME AND ADDRESS
DEERE CREDIT, INC. 6400 NW 86TH ST, PO BOX 6600, JOHNSTON, IA 50131-6600

This Lease Renewal Agreement ("Renewal") is entered into between Deere Credit, Inc., as Lessor ("we", "us" or "our"), and the Lessee and any Co-Lessee identified above ("you" or "your"). Each Lessee and Co-Lessee shall be jointly and severally liable for all obligations under this Renewal. "Lease" shall mean this Renewal and the Original Lease Agreement referenced above (the "Lease"). All of the terms and conditions set forth in the Lease and any amendment, addendum, or attachment thereto or hereto are hereby incorporated into and made a part of this Renewal. Except as specifically amended herein, all other provision of the Lease, and the obligations of the parties pursuant thereto shall remain in full force and effect.

RENEWAL TERM EQUIPMENT

Year	Make	Model	Equipment Description	Hour Limit Per Year	Excess Hour Charge	Equipment Location	County	Outside City Limits
2020	JD	50G	50G COMPACT EXCAVATOR	400/YR	$18.00/HR	OAK BROOK IL	DUPAGE	☑

Product ID	Asset Level Payment*	Purchase Option Price
1FF050GXELH292585	$ 14,468.59	$ 14,582.77
Total Purchase Option Price at Renewal Term End Date		$14,582.77

*Asset Level Payments may not include applicable sales taxes. For purpose of this renewal "Lease Payments" mean the Renewal Term Payments identified below.

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LEASE PAYMENTS

RENEWAL TERM START DATE: 05/30/2023
RENEWAL TERM END DATE: 05/30/2024

RENEWAL TERM PAYMENTS: The first Renewal Term Payment will be due and payable on the Due Date indicated below. Renewal Term Payments will then be due and payable [☐monthly, ☐quarterly, ☐semi-annually, ☒annually] on the same day thereafter. You agree to remit Renewal Term Payments (and applicable sales, use and property taxes) and all other amounts when due to: DEERE CREDIT, INC., P.O. Box 4450, Carol Stream, IL 60197-4450.

NUMBER OF PAYMENTS	AGGREGATE OF ASSET LEVEL PAYMENTS	SALES/USE TAX	RENEWAL TERM PAYMENT	DUE DATE
1	$ 14,468.59	$ 0.00	$ 14,468.59	06/30/2023

You acknowledge and agree that, if you execute this Renewal with your electronic signature, (a) you are signifying your intent to enter into this Renewal and that this Renewal be legally valid and enforceable in accordance with the terms to the same extent as if you had executed this Renewal using your written signature, and (b) this Renewal is an electronic record executed by you using your electronic signature. You agree that unless the authoritative electronic copy of this Renewal ("Authoritative Copy") is converted to paper and marked as the original (the "Paper Contract"), the Authoritative Copy shall at all times reside in a document management system designated by us for the storage of authoritative copies of electronic records (the "DMS"), and shall be gained held in the ordinary course of business. In the event the Authoritative Copy is converted to a Paper Contract, you acknowledge and agree that (1) your signing of this Renewal also constitutes issuance and delivery of such Paper Contract, (2) your electronic signature associated with this Renewal, when affixed to the Paper Contract constitutes your legally valid and binding signature on the Paper Contract, and (3) your obligations will be evidenced by the Paper Contract alone after such conversion.

REAFFIRMATION OF LEASE OBLIGATIONS. THE TERMS OF THIS RENEWAL SHOULD BE READ CAREFULLY BEFORE SIGNING BECAUSE ONLY THESE WRITTEN TERMS ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES MAY BE LEGALLY ENFORCED. BY SIGNING THIS RENEWAL, YOU HEREBY REAFFIRM ALL OF THE PAYMENT AND PERFORMANCE OBLIGATIONS CONTAINED IN THE LEASE, AS AMENDED BY THIS RENEWAL.

VILLAGE OF OAK BROOK

5/30/2023 By: DocuSigned by: 21B68900F3D5480...

(Date Signed) **GREG SUMMERS, VILLAGE MANAGER**

Accepted By: **Deere Credit, Inc. (Lessor)**
6400 NW 86th Street, Johnston, IA 50131-6600

6/8/2023 By: DocuSigned by: Deere Credit, Inc. AF0C4F9D40354DE...

(Date Signed) (Authorized Signature)

Direct Pay Recurring Enrollment Sign up today online by visiting our website at myjdfaccount.com

JOHN DEERE FINANCIAL

Physical Damage/Liability Insurance

LESSEE:	**VILLAGE OF OAK BROOK** 1200 OAK BROOK RD, OAK BROOK, IL 60523-2203
LESSOR:	**DEERE CREDIT, INC.** 6400 NW 86th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

LIABILITY INSURANCE on the Lease Renewal Agreement will be provided by the following insurance agency:

Name of Agency INTERGOVERNMENTAL RISK MANAGEMENT AGENCY	Phone Number of Agency 708-562-0300
Mailing Address of Agency 999 OAKMONT PLAZA DRIVE, SUITE 310, WESTMONT, IL 60559	Fax Number of Agency

PHYSICAL DAMAGE INSURANCE on the Lease Renewal Agreement will be provided by the following agency:

Name of Agency INTERGOVERNMENTAL RISK MANAGEMENT AGENCY	Phone Number of Agency 708-562-0300
Mailing Address of Agency 999 OAKMONT PLAZA DRIVE, SUITE 310, WESTMONT, IL 60559	Fax Number of Agency

If an insurance certificate is available, in place of the above information, it should be provided to:

ADDITIONAL INSURED and LOSS PAYEE:
Deere Credit, Inc.
Its Successors &/or Assigns
6400 NW 86th St
Johnston, IA 50131

I agree and understand that, pursuant to the provisions of Section 6 of the Lease Agreement, I must at all times (a) maintain public liability insurance, covering personal injury and property damage for not less than $1,000,000 per occurrence, naming Deere Credit, Inc. (and its successors and assigns) as additional insured; and (b) keep the Equipment insured against all risks of physical damage for no less than its Termination Value (as such term is defined in Section 7 of the Lease Agreement), naming Deere Credit, Inc. (and its successors and assigns) as sole loss payee.

NOTICES TO LESSEE- DO NOT SIGN THIS PHYSICAL DAMAGE/LIABILITY INSURANCE IN BLANK. YOU ARE ENTITLED TO A COPY OF THE PHYSICAL DAMAGE/LIABILITY INSURANCE AT THE TIME YOU SIGN IT TO PROTECT YOUR LEGAL RIGHTS.

5/30/2023 By: DocuSigned by: 21B68900F3D5480...

(Date Signed) **GREG SUMMERS, VILLAGE MANAGER**

JOHN DEERE FINANCIAL

LEASE RENEWAL AGREEMENT

Original Lease Agreement Number 030-0072737-000
Renewal Lease Agreement Number 030-0072737-000

LESSEE'S NAME AND PHYSICAL ADDRESS
VILLAGE OF OAK BROOK
1200 OAK BROOK RD, , OAK BROOK, IL 60523-2203

NAME AND TITLE OF SIGNING OFFICER
GREG SUMMERS, VILLAGE MANAGER

CO-LESSEE'S NAME AND PHYSICAL ADDRESS

LESSOR'S NAME AND ADDRESS
DEERE CREDIT, INC.
6400 NW 86TH ST, PO BOX 6600, JOHNSTON, IA 50131-6600

This Lease Renewal Agreement ("Renewal") is entered into between Deere Credit, Inc., as Lessor ("we", "us" or "our"), and the Lessee and any Co-Lessee identified above ("you" or "your"). Each Lessee and Co-Lessee shall be jointly and severally liable for all obligations under this Renewal. "Lease" shall mean this Renewal and the Original Lease Agreement referenced above (the "Lease"). All of the terms and conditions set forth in the Lease and any amendment, addendum, or attachment thereto or hereto are hereby incorporated into and made a part of this Renewal. Except as specifically amended herein, all other provision of the Lease, and the obligations of the parties pursuant thereto shall remain in full force and effect.

RENEWAL TERM EQUIPMENT

Year	Make	Model	Equipment Description	Hour Limit Per Year	Excess Hour Charge	Equipment Location	County	Outside City Limits
2020	JD	410L	410L BACKHOE LOADER	500/YR	$25.00/HR	OAK BROOK IL	LAKE	☑

Product ID	Asset Level Payment*	Purchase Option Price
1T0410LXVLF381697	$ 1,666.79	$74,517.92
Total Purchase Option Price at Renewal Term End Date		$ 74,517.92

*Asset Level Payments may not include applicable sales taxes. For purpose of this renewal "Lease Payments" mean the Renewal Term Payments identified below.

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LEASE PAYMENTS

RENEWAL TERM START DATE: 04/22/2023
RENEWAL TERM END DATE: 04/22/2024

RENEWAL TERM PAYMENTS: The first Renewal Term Payment will be due and payable on the Due Date indicated below. Renewal Term Payments will then be due and payable [☒monthly, ☐quarterly, ☐semi-annually, ☐annually] on the same day thereafter. You agree to remit Renewal Term Payments (and applicable sales, use and property taxes) and all other amounts when due to: DEERE CREDIT, INC., P.O. Box 4450, Carol Stream, IL 60197-4450.

NUMBER OF PAYMENTS	AGGREGATE OF ASSET LEVEL PAYMENTS	SALES/USE TAX	RENEWAL TERM PAYMENT	DUE DATE
12	$ 1,666.79	$ 0.00	$ 1,666.79	05/22/2023

You acknowledge and agree that, if you execute this Renewal with your electronic signature, (a) you are signifying your intent to enter into this Renewal and that this Renewal be legally valid and enforceable in accordance with the terms to the same extent as if you had executed this Renewal using your written signature, and (b) this Renewal is an electronic record executed by you using your electronic signature. You agree that unless the authoritative electronic copy of this Renewal ("Authoritative Copy") is converted to paper and marked as the original (the "Paper Contract"), the Authoritative Copy shall at all times reside in a document management system designated by us for the storage of authoritative copies of electronic records (the "DMS"), and shall be gained held in the ordinary course of business. In the event the Authoritative Copy is converted to a Paper Contract, you acknowledge and agree that (1) your signing of this Renewal also constitutes issuance and delivery of such Paper Contract, (2) your electronic signature associated with this Renewal, when affixed to the Paper Contract constitutes your legally valid and binding signature on the Paper Contract, and (3) your obligations will be evidenced by the Paper Contract alone after such conversion.

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VILLAGE OF OAK BROOK

5/30/2023 By: DocuSigned by: 21B68900F3D5480...

(Date Signed) **GREG SUMMERS, VILLAGE MANAGER**

Accepted By: **Deere Credit, Inc. (Lessor)**
6400 NW 86th Street, Johnston, IA 50131-6600

6/8/2023 By: DocuSigned by: Deere Credit, Inc. AF0C4F9D46354DE...

(Date Signed) (Authorized Signature)

Direct Pay Recurring Enrollment Sign up today online by visiting our website at myjdfaccount.com

JOHN DEERE FINANCIAL

Physical Damage/Liability Insurance

LESSEE:	**VILLAGE OF OAK BROOK** 1200 OAK BROOK RD, , OAK BROOK, IL 60523-2203
LESSOR:	**DEERE CREDIT, INC.** 6400 NW 86th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

LIABILITY INSURANCE on the Lease Renewal Agreement will be provided by the following insurance agency:

Name of Agency INTERGOVERNMENTAL RISK MANAGEMENT AGENCY	Phone Number of Agency 708-562-0300
Mailing Address of Agency 999 OAKMONT PLAZA DRIVE, SUITE 310, WESTMONT, IL60559	Fax Number of Agency

PHYSICAL DAMAGE INSURANCE on the Lease Renewal Agreement will be provided by the following agency:

Name of Agency INTERGOVERNMENTAL RISK MANAGEMENT AGENCY	Phone Number of Agency 708-562-0300
Mailing Address of Agency 999 OAKMONT PLAZA DRIVE, SUITE 310, WESTMONT, IL60559	Fax Number of Agency

If an insurance certificate is available, in place of the above information, it should be provided to:

ADDITIONAL INSURED and LOSS PAYEE:
Deere Credit, Inc.
Its Successors &/or Assigns
6400 NW 86th St
Johnston, IA 50131

I agree and understand that, pursuant to the provisions of Section 6 of the Lease Agreement, I must at all times (a) maintain public liability insurance, covering personal injury and property damage for not less than $1,000,000 per occurrence, naming Deere Credit, Inc. (and its successors and assigns) as additional insured; and (b) keep the Equipment insured against all risks of physical damage for no less than its Termination Value (as such term is defined in Section 7 of the Lease Agreement), naming Deere Credit, Inc. (and its successors and assigns) as sole loss payee.

NOTICES TO LESSEE- DO NOT SIGN THIS PHYSICAL DAMAGE/LIABILITY INSURANCE IN BLANK. YOU ARE ENTITLED TO A COPY OF THE PHYSICAL DAMAGE/LIABILITY INSURANCE AT THE TIME YOU SIGN IT TO PROTECT YOUR LEGAL RIGHTS.

5/30/2023 By: DocuSigned by: 21B68900E3D5480...

(Date Signed) **GREG SUMMERS, VILLAGE MANAGER**

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JOHN DEERE FINANCIAL

Application ID: 13443275
Version Number: 6
Governmental

LEASE AGREEMENT

LESSEE'S NAME AND PHYSICAL ADDRESS			
VILLAGE OF OAK BROOK **1200 OAK BROOK RD** **OAK BROOK, IL 60523-2203**	LESSEE'S TAX ID NUMBER ****-***9534**	LESSEE'S PHONE NO. **630-368-5000**	TYPE OF BUSINESS **Municipality**
LESSEE RESIDES IN (County/State) **DUPAGE, IL**	LESSEE AGREES TO KEEP GOODS IN (County/State) **See Equipment Location and County for each Item of Equipment below**		
NAME AND TITLE OF SIGNING OFFICER **JASON PAPROCKI - DIRECTOR OF FINANCE**			

LESSOR'S NAME AND ADDRESS	PHONE NUMBER
Deere Credit, Inc. **P.O. Box 6600** **Johnston, IA 50131-2945**	**800-828-8297**

This Lease Agreement ("Lease Agreement") is entered into between Deere Credit, Inc., as Lessor ("we", "us" or "our"), and the Lessee and any Co-Lessee identified above ("you" or "your").

Each Lessee and Co-Lessee shall be jointly and severally liable for all obligations under this Lease Agreement.

EQUIPMENT LEASED

Year	Manufacturer	Equipment Description	Engine Hour Limit Per Year	Excess Hour Charge	Equipment Location	County	Outside City Limits
2021	JOHN DEERE	524 P WHEEL LOADER	1000	$25.00	OAK BROOK, IL	DUPAGE	No

ADDITIONAL DETAILS

Product ID	Engine Hour Meter	Asset Level Payment*	Purchase Option Price
1DW524PATMLZ10308	3	$33,293.80	$96,272.41

Year	Manufacturer	Equipment Description	Engine Hour Limit Per Year	Excess Hour Charge	Equipment Location	County	Outside City Limits
2021	MONROE	12' SNOW PLOW	0	$0.00	OAK BROOK, IL	DUPAGE	No

ADDITIONAL DETAILS

Product ID	Engine Hour Meter	Asset Level Payment*	Purchase Option Price
21-04-2918	0	$3,219.24	$1.00

Total Purchase Option Price	$96,273.41

*Asset Level Payments may not include applicable sales taxes. For purposes of this Lease Agreement, "Lease Payments" means the Lease Payment as identified below.

COPY VIEW

THE TERMS OF THIS CONTRACT ARE CONTAINED ON MORE THAN ONE PAGE

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The Authoritative Copy of this record is held at na2.docusign.net

LEASE PAYMENTS

LEASE TERM START DATE: July 1, 2021
LEASE TERM END DATE: July 1, 2024

The first Lease Payment Due Date is July 1, 2021 and each successive Lease Payment is due on the same day of the Year thereafter, (the "Billing Period"), unless otherwise provided below

NUMBER OF PAYMENTS	AGGREGATE OF ASSET LEVEL PAYMENTS	SALES/USE TAX	LEASE PAYMENT	DUE DATE
3	$36,513.04	$0.00	$36,513.04	July 01, 2021

TERMS AND CONDITIONS

1. **Lease Term; Payments.** You agree to lease from us the Equipment described in this Lease Agreement for the Lease Term. The Lease Term will begin on the Lease Term Start Date and end on the Lease Term End Date. All attachments and accessories itemized in this Lease Agreement and all replacements, parts and repairs to the Equipment shall form part of the Equipment. This Lease Agreement is not accepted by us until we sign it, even if you have made a payment to us. You agree to remit the Lease Payments each Billing Period and all other amounts (including applicable sales, use and property taxes) when due to: DEERE CREDIT, INC., P.O. Box 4450, Carol Stream, IL 60197-4450, even if we do not send you a bill or an invoice. **YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE, UNCONDITIONAL, AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SETOFF FOR ANY REASON WHATSOEVER.** For any payment which is not received by its due date, you agree to pay a late charge equal to 4.000% of the past due amount (not to exceed the maximum amount permitted by law) as reasonable collection costs, plus interest from the due date until paid at a rate of 1.5% per month, but in no event more than the maximum lawful rate. Restrictive endorsements on checks you send us will not change or reduce your obligations to us. If a payment is returned to us by the bank for any reason, you agree to pay us a fee of $25.00 or the maximum amount permitted by law, whichever is less. Lease Payments and other payments may be applied, at our discretion, to any obligation you may have to us or any of our affiliates. If the total of all payments made during the Lease Term exceeds the total of all amounts due under this Lease Agreement by less than $25.00 we may retain such excess. Lease Payments may be based on the assumption that we will be entitled to certain tax benefits as the owner of the Equipment. If you take or fail to take any action that results in a loss of such tax benefits, you will pay us, on demand, the amount we calculate as the value of such lost tax benefits. You certify that the engine hour meter reading on each Item of Equipment is accurate as of the date you sign this Lease Agreement. If you use any Equipment during the Lease Term for more than the Engine Hour Limit indicated above for that Item of Equipment, you will pay to us within 10 days of the Lease Term End Date (or any earlier termination of this Lease Agreement) an amount equal to the Excess Hour Charge for that Item of Equipment for each engine hour in excess of the Engine Hour Limit. If this Lease Agreement is terminated, canceled or extended for any reason, the Engine Hour Limit will be prorated by us in our sole discretion.

2. **Security Deposit.** If a Security Deposit is indicated in the Advance Lease Payment Invoice, the Security Deposit will be held by us in a non-interest-bearing account commingled with other funds. We may apply the Security Deposit to any amounts due under this Lease Agreement and, if we do so, you agree to promptly remit to us the amount necessary to restore the Security Deposit to the original amount. The Security Deposit will be returned to you within 30 days of termination of this Lease Agreement and final inspection by us, provided you are not in default.

3. **Taxes.** Although you may be exempt from the payment of certain Taxes, you agree to pay us when invoiced (a) all sales, use, rental, gross receipts and all other taxes which may be imposed on the Equipment or its use, and (b) all taxes and governmental charges associated with the ownership, use or possession of the Equipment including, but not limited to, personal property and ad valorem taxes ("Taxes"). Taxes do not include those measured by our net income. If applicable law requires tax returns or reports to be filed by you, you agree to promptly file such tax return and reports and deliver copies to us. You agree to keep and make available to us all tax returns and reports for Taxes paid by you.

4. **Ownership; Missing Information.** We are the owner of the Equipment and you have the right to use the Equipment under the terms of this Lease Agreement. You agree to keep the Equipment free and clear of liens and encumbrances, except those in our favor, and promptly notify us if a lien or encumbrance is placed or threatened against the Equipment. You irrevocably authorize us, at any time, to (a) insert or correct information on this Lease Agreement, including your correct legal name, serial numbers and equipment descriptions; (b) submit notices and proofs of loss for any required insurance; and (c) endorse your name on remittances for insurance and Equipment sale or lease proceeds.

5. **Equipment Maintenance, Operation and Use.** You agree to (a) USE THE EQUIPMENT ONLY FOR AGRICULTURAL, BUSINESS OR COMMERCIAL PURPOSES AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES; (b) not permanently move the Equipment to another county or state without notifying us within 30 days; (c) operate and maintain the Equipment in accordance with all (i) laws, ordinances and regulations, (ii) manuals and other instructions issued by the manufacturer(s) and supplier(s), and (iii) insurance policy terms and requirements; (d) perform (at your own expense) all maintenance and repairs necessary to keep the Equipment in as good a condition as when delivered to you, reasonable wear excepted; (e) not install or use any accessory or device on the Equipment which may damage or otherwise negatively affect the value, manufacturer warranty coverage, useful life or the originally intended function or use of the Equipment in any way; (f) remove any non-financed accessory or device which is not otherwise prohibited under subsection (e) above before lease expiration or earlier termination without damaging the Equipment; (g) allow us and our agent(s) to inspect the Equipment and all of your records related to its use, maintenance and repair at any reasonable time; (h) keep any metering device installed on the Equipment connected and in good working condition at all times; (i) affix and maintain, in a prominent place on the Equipment, any labels, plates or other markings we may provide to you; and (j) not permit the Equipment to be used by, or to be in the possession of, anyone other than you or your employees.

COPY VIEW

THE TERMS OF THIS CONTRACT ARE CONTAINED ON MORE THAN ONE PAGE

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The Authoritative Copy of this record is held at na2.docusign.net

6. **Insurance.** You agree, at your cost, to (a) keep the Equipment insured against all risks of physical damage for no less than its Termination Value (as such term is defined in Section 7 below), naming us (and our successors and assigns) as sole loss payee; and (b) maintain public liability insurance, covering personal injury and property damage for not less than $1,000,000 per occurrence, naming us (and our successors and assigns) as additional insured. All insurance must be with companies and policies acceptable to us. Your obligation to insure the Equipment continues until you return the Equipment to us and we accept it. Each insurance policy must provide that (a) our interest in the policy will not be invalidated by any act, omission, breach or neglect of anyone other than us; and (b) the insurer will give us at least 30 days' prior written notice before any cancellation of, or material change to, the policy.

Unless you provide us with evidence of the required insurance coverages, we may purchase insurance, at your expense, to protect our interests in the Equipment. This insurance may not (a) protect your interests; or (b) pay any claim that you make or any claim that is made against you in connection with the Equipment. You may later cancel any insurance purchased by us, but only after providing us with evidence that you have obtained the insurance required by this Lease Agreement. The cost of the insurance may be more than the cost of insurance you may be able to obtain on your own.

7. **Loss or Damage.** Until the Equipment is returned to us in satisfactory condition, you are responsible for all risk of loss, damage, theft, destruction or seizure of the Equipment (an “Event of Loss”). You must promptly notify us of any Event of Loss. If the Equipment can be repaired or replaced, you agree to promptly repair or replace the Equipment, at your cost, and the terms of this Lease Agreement will continue to apply. If the Equipment cannot be repaired or replaced, you agree to pay us, within 10 days of the Event of Loss, its Termination Value as of the day before such Event of Loss occurred. Upon receipt of the Termination Value, we will transfer to you (or the insurance company) all of our rights, title and interest in such Item(s) of Equipment (each, an “Item of Equipment”) AS-IS, WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE.

All insurance proceeds must be paid directly to us, and we may apply any excess insurance proceeds to any other amounts you owe us or any of our affiliates. “Termination Value” for any Item of Equipment shall be the net book value calculated as the sum of (a) all Lease Payments and any other amounts then due and payable to us; plus (b) the present value of all remaining Lease Payments and other amounts, discounted at the; Internal Rate of Return or, if a discount rate is set forth in this Lease Agreement, such discount rate (the "Discount Rate"); plus (c) the unamortized amount of our direct costs of originating and administering this Lease Agreement; plus (d) the present value of the Purchase Option Price (or, if there is no Purchase Option Price, the residual value that we assumed in calculating the Lease Payments) discounted at the Discount Rate. "Internal Rate of Return" shall be calculated using standard finance techniques with the equipment cost, Lease Payments, Lease Term and Purchase Option Price (or residual value assumption) as the variables. "Discount Rate" shall mean the Internal Rate of Return minus two percentage points (2%).

8. **Purchase Option.** In the event you desire to purchase an Item of Equipment at the Lease Term End Date and you are not in default, you agree to pay us the applicable Purchase Option Price (plus applicable Taxes including estimated property taxes) for each Item of Equipment. Upon receipt of the Purchase Option Price and any other amounts you owe us on or before the Lease Term End Date, we will transfer to you all of our right, title and interest in such Item(s) of Equipment AS-IS, WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE.

9. **Early Payoff.** In the event you desire to purchase an Item of Equipment prior to the Lease Term End Date, are not in default, and you request a payoff amount quote, you agree to pay us the payoff amount. Upon receipt of the payoff amount, we will transfer to you all of our right, title and interest in such Item of Equipment AS-IS, WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE.

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10. **Return of Equipment.** If this Lease Agreement is terminated for any reason and you do not (a) return the Equipment to us, or, (b) exercise any Purchase Option, you agree to remit to us, until such time as the Equipment is returned to us in accordance with the provisions of this Section, lease payments each month equal to the higher of (i) the monthly fair market rental value of the Equipment, as determined by us in our sole discretion, or (ii) the monthly Lease Payment (or the monthly lease payment equivalent if the Lease Payments are other than monthly (e.g., for annual Lease Payments, the monthly lease payment equivalent would be calculated by dividing the annual Lease Payment by 12)). All Equipment must be returned to the nearest John Deere dealer that sells equipment substantially similar to the Equipment, at your expense and in satisfactory condition, along with all use, maintenance and repair records. Equipment is in satisfactory condition if it is in as good a condition as when the Equipment was delivered to you, reasonable wear excepted. Unsatisfactory condition shall include any condition described below ("Excessive Wear and Tear"):

(a) Mechanical. (A) Computer systems or safety and emission control equipment not in proper working order; (B) mechanical components that are missing, broken or unsafe or that do not operate normally, given the age of the Equipment; (C) wear on power train assembly that exceeds manufacturer's standards for normal wear and tear; (D) any air filters not within manufacturer's specifications; (E) any gauges or fluid indicators that are damaged or do not function; (F) the electrical system fails to operate properly; (G) the battery fails to hold a charge; (H) any wire harnesses not tied down and kept secured, dry and clean; (I) any pumps, motors, valves or cylinders not in good operating condition or that fail to meet manufacturer's rated specifications; (J) hydraulic system exceeds manufacturer's then-current contaminant standards (as shown by oil sample analysis); (K) equipment not serviced according to manufacturer's operating manual; and/or (L) any lubricant, water or A/C seal leaks.

(b) Exterior. (A) Dents larger than 2 inches in diameter; (B) excessive number of dents or scratches; (C) any scratch 8" or longer that reaches the metal skin; (D) any single chip the size of a quarter or larger or multiple small chips within one square foot; (E) substandard paint repairs, such as peeling, bubbling or mismatched shades that evidence poor condition in comparison to the original paint and require repainting at a cost in excess of $200; (F) rust holes in the body metal or a rust spot that covers more than a 4-inch square area; (G) any glass that must be replaced due to cracks or missing glass and any windshield damages cracked or broken glass must be replaced; (H) all frame damage and substandard frame repairs; and/or (I) any tires or tracks that (i) have broken side walls or excessive cuts or damages, (ii) have less than 50% of the original useful life remaining, or (iii) are not of the same size, type grade or equivalent quality manufacturer as were originally included on the Equipment.

(c) Cab/Operator Platform. (A) Heavy interior soil or strong odors, such as manure, that cannot be removed by general cleaning; (B) unclean condition of operator environment; and/or (C) holes, tears, or burns on the dash, floor covers, seats, headliners, upholstery or interior.

(d) General. (A) Equipment not operated or maintained in accordance with manufacturer's specifications or if components, fuels or fluids, on or in connection with the Equipment that do not meet manufacturer's standards were used; and/or (B) any other damage that in the aggregate costs $250 or more to repair or that makes the Equipment unlawful or unsafe to operate.

(e) Other. (A) All warranty and PIP ("Product Improvement Program") work relating to the Equipment must be completed prior to the Lease Term End Date; (B) the Equipment must be cleaned prior to its return; (C) The Equipment must be prepared for storage according to the operators manual, including flushing the system and use of winterization fluid.

(f) Hour Meter. For each Item of Equipment returned with a broken or missing hour meter, you shall accept an invoice from us and remit to us an amount equal to $1,000. You agree that the engine hour meter included with the Equipment is conclusive of the number of hours of Equipment use.

(g) Invoices for Excess Wear And Tear. Upon any return of the Equipment, we shall, in our sole discretion, determine the existence of any Excessive Wear and Tear. In the event any Item of Equipment is returned to us with Excessive Wear and Tear, you shall, at our sole discretion, (A) accept an invoice from us and remit to us the cost of repairing or replacing the affected component(s) which we determine necessary to return the Equipment to its required condition; and/or (B) accept an invoice from us and remit to us an amount equal to our estimate of (i) the cost of new tires or tracks if the tires or tracks are damaged due to broken side walls or excessive cuts or damage, or (ii) the cost of new tires or tracks multiplied by the difference between (a) our estimate of the percentage of the useful life of the tires and tracks then remaining, and (b) 50%. For example, if you return Equipment with tires having 20% of their useful life remaining, you would remit to us an amount equal to 30% of the cost of new tires ((50% - 20%) multiplied by the cost of new tires). Your failure to remit the required payment to us within 10 days of demand shall constitute a default by you under the terms of this Lease Agreement.

11. **Default.** You will be in default if: (a) you fail to remit to us any Lease Payment or other payment when due; (b) you breach any other provision of this Lease Agreement and fail to cure such breach within 10 days; (c) you remove any Equipment from the United States; (d) a petition is filed by or against you or any guarantor under any bankruptcy or insolvency law; (e) a default occurs under any other agreement between you (or any of your affiliates) and us (or any of our affiliates); (f) you or any guarantor is acquired by, merges with or consolidates into another entity, sells substantially all its assets, dissolves or terminates its existence, or (if an individual) dies; or (g) you fail to maintain the insurance required by Section 6. Time is of the essence under this Lease Agreement.

12. **Remedies.** If a default occurs, we may, to the extent permitted by applicable law, do one or more of the following: (a) require you to return the Equipment in the manner outlined in Section 10, or take possession of the Equipment; (b) recover from you, AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY: (i) if the Equipment is returned to us, the sum of (1) all Lease Payments and any other amounts then due and payable to us; (2) the present value of all remaining Lease Payments and other amounts, discounted at the Discount Rate; (3) the cost to repair and refurbish the Item of Equipment so that it is in satisfactory condition in accordance with Section 10; and (4) the unamortized amount of our initial direct costs of originating and administering this Lease Agreement, or (ii) if the Equipment is not returned to us, the Termination Value as of the date of such default, or (iii) if you are in default of subsection (e) of Section 5 above the Termination Value as of the date of such default; (c) declare any other agreements between you and us (or any of our affiliates) in default; (d) terminate any of your rights (but none of your obligations) under this Lease Agreement and any other agreement between you and us (or any of our affiliates); (e) charge you for the expenses incurred in connection with the enforcement of our remedies including, without limitation, repossession, repair and collection costs, attorneys' fees and court costs; (f) exercise any other remedy available at law or in equity; and (g) take on your behalf (at your expense) any action required by this Lease Agreement which you fail to take. These remedies are cumulative, are in addition to any other remedies provided by law, and may be exercised concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any other right or future right.

13. **Assignment.** You will not assign, pledge or otherwise transfer any of your rights or interests in this Lease Agreement or any Equipment without our prior written consent. Any assignment without our consent will be void. This Lease Agreement shall be binding upon any successor or permitted assignee. We may assign this Lease Agreement or our interest in the Equipment at any time without notice to you and without your consent. We may provide information about you to any prospective assignee or participant. You agree not to assert against our assignee any claims, offsets or defenses which you may have against us.

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14. **Indemnity.** You are responsible for all losses, damage, claims, injuries to or the death of an individual, and attorneys' fees and costs ("Claims"), incurred or asserted by any person, in any manner related to the Equipment or this Lease Agreement thereof, including its use, condition or possession. You agree to defend and indemnify us, and hold us harmless, against all Claims, although we reserve the right to control the defense and to select or approve defense counsel. You will promptly notify us of all Claims made. Your liability under this Section is not limited to the amounts of insurance required under this Lease Agreement. This indemnity continues beyond the termination of this Lease Agreement for acts or omissions which occurred during the Lease Term.

15. **Representations and Warranties**. You represent and warrant to us, as of the date of this Lease Agreement, and covenant to us so long as this Lease Agreement is in effect, that: a) you are a State, or a political subdivision thereof, for purposes of Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"); (b) any documents required to be delivered in connection with the Lease (collectively, the "Documents") have been duly authorized by you in accordance with all applicable laws, rules, ordinances, and regulations; (c) the Documents are valid, legal, binding agreements, enforceable in accordance with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body, and hold the offices indicated below their signatures; (d) the Equipment is essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and shall be used during the Lease Term only by you and only to perform such function; (e) you intend to use the Equipment for the entire Lease Term and shall take all necessary action to include in your annual budget any funds required to fulfill your obligations each fiscal period during the Lease Term; (f) you have complied fully with all applicable law governing open meetings, public bidding and appropriations, required in connection with the Lease and the debt under applicable state law; (g) your obligations to remit Lease Payments and other amounts due and to become due under the Lease constitute a current expense and not a debt under applicable state law; (h) all financial information you have provided is true and a reasonable representation of your financial condition; (i) you shall not do or cause to be done any act which shall cause, or by omission of any act allow the interest portion of any Lease Payment to become includible in our gross income for Federal income taxation purposes under the Code; (j) you shall maintain a complete and accurate account of all assignments of the Lease in the form sufficient to comply with book entry requirements of Section 149(a) of the Code and the regulations prescribed thereunder from time to time; and (k) you shall comply with the information reporting requirements of Section 149(e) of the Code. Such compliance shall include, but not be limited to, the execution of 8038-G or 8038-GC Information Returns.

You acknowledge and agree that: (a) we did not select, manufacture or supply any of the Equipment; (b) we acquired the Equipment at your direction; (c) you selected the supplier of the Equipment; (d) you are entitled to all manufacturer warranties ("Warranty Rights") and we assign all Warranty Rights, to you, to the extent assignable; (e) you may request an accurate and complete statement of the Warranty Rights, including any disclaimers and limitations, directly from the manufacturer; and (f) you assign to us all your rights (but none of your obligations) under all purchase orders, purchase agreements or similar documents relating to the Equipment. You waive all rights and remedies conferred upon a lessee under Sections 508 - 522 of Article 2A of the Uniform Commercial Code.

16. **Governing Law; Jurisdiction; Venue. THIS LEASE AGREEMENT WILL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF IOWA, WHERE THIS LEASE AGREEMENT IS ACCEPTED AND ENTERED INTO,** except for its conflict of laws provisions. You irrevocably submit to the non-exclusive jurisdiction and venue of federal and state courts located in Des Moines, Iowa and will not claim it is an inconvenient forum for legal action. YOU AND WE IRREVOCABLY WAIVE ANY RIGHT YOU AND WE MAY HAVE TO A JURY TRIAL.

17. **Miscellaneous. WE HAVE NOT MADE, AND DO NOT MAKE, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR OTHERWISE. WE ARE NOT LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES.** You acknowledge that no supplier or dealer of the Equipment is an agent of ours, or authorized to act for or bind us. You agree not to withhold any amount you owe us if you believe you have a claim against us, or any Equipment supplier(s) or manufacturer(s), but to pursue that claim independently. Any claim you have against us must be made within two years after the event that caused it. All notices must be in writing and will be deemed given 5 days after mailing to the intended recipient at its address indicated above, unless changed by a notice given in accordance with this Section. This Lease Agreement supersedes and replaces all prior understandings and communications (oral or written) concerning the subject matter thereof. Except as otherwise provided in Section 12(d) no part of this Lease Agreement can be amended, waived or terminated except by a writing signed by both you and us. Any part of this Lease Agreement may be signed in separate counterparts that, together, will constitute one document. If a court finds any part of this Lease Agreement to be invalid or unenforceable, the remainder of this Lease Agreement will remain in effect. You permit us to monitor and record telephone conversations between you and us. By providing any telephone number, including a mobile phone number, to us, any of our affiliates or any debt collectors we retain, we, such affiliates and such retained debt collectors can contact you using that number, including calls using an automatic dialing and announcing device and prerecorded calls, and that such calls are not "unsolicited" under state or federal law. All of our rights under this Lease Agreement shall remain in effect after the expiration of the Lease Term or termination of this Lease Agreement.

Notwithstanding any other election you make, you agree that (a) we can access, retain and use, at any times we elect any information regarding the location, maintenance, operation and condition of the Equipment; (b) you irrevocably authorize anyone in possession of that information to provide all of that information to us upon our request until our security interest in the Equipment is terminated; (c) you will not disable or otherwise interfere with any information gathering or transmission device within or attached to the Equipment; and (d) we may reactivate any such device.

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18. **Non-Appropriation of Funds**. You intend to remit to us all Lease Payments and other payments for the full Lease Term if funds are legally available. In the event you are not granted an appropriation of funds at any time during the Lease Term for the Equipment or for equipment which is functionally similar to the Equipment and operating funds are not otherwise available to you to remit Lease Payments and other payments due and to become due under this Lease Agreement, and there is no other legal procedure or available funds by or with which payment can be made to us, and the non-appropriation did not result from an act or omission by you, you shall have the right to return the Equipment in accordance with Section 10 of this Lease Agreement and terminate this Lease Agreement on the last day of the fiscal period for which appropriations were received without penalty or expense to you, except as to the portion of the Lease Payments for which funds shall have been appropriated and budgeted. At least 30 days prior to the end of your fiscal period, your chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the fiscal period, (b) such non-appropriation did not result from any act or failure to act by you, and (c) you have exhausted all funds legally available to pay Lease Payments. If you terminate the Lease because of a non-appropriation of funds, you may not, to the extent permitted by applicable law, purchase, lease, or rent, during the subsequent fiscal period, equipment performing the same functions as, or functions taking the place of, those performed by the Equipment. This Section 18 shall not permit you to terminate the Lease in order to acquire any other equipment or to allocate funds directly or indirectly to perform essentially the application for which the Equipment is intended.
If you terminate the Lease because of a non-appropriation of funds, the provisions of Section 8 shall not apply.

19. You acknowledge and agree that, if You execute this Lease Agreement with your electronic signature, (a) you are signifying your intent to enter into this Lease Agreement and that this Lease Agreement be legally valid and enforceable in accordance with its terms to the same extent as if you had executed this Lease Agreement using your written signature, and (b) this Lease Agreement is an electronic record executed by you using your electronic signature. You agree that unless the authoritative electronic copy of this Lease Agreement ("Authoritative Copy") is converted to paper and marked as the original by us (the "Paper Contract"), the Authoritative Copy shall at all times reside in a document management system designated by us for the storage of authoritative copies of electronic records (the "DMS"), and shall be deemed held in the ordinary course of business. In the event the Authoritative Copy is converted to a Paper Contract, you acknowledge and agree that (1) your signing of this Lease Agreement also constitutes issuance and delivery of such Paper Contract, (2) your electronic signature associated with this Lease Agreement, when affixed to the Paper Contract, constitutes your legally valid and binding signature on the Paper Contract, and (3) your obligations will be evidenced by the Paper Contract alone after such conversion.

THE TERMS OF THIS LEASE AGREEMENT SHOULD BE READ CAREFULLY BEFORE SIGNING BECAUSE ONLY THESE WRITTEN TERMS ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES MAY BE LEGALLY ENFORCED. BY SIGNING THIS LEASE AGREEMENT, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THIS LEASE AGREEMENT. THIS LEASE AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

NOTICES TO THE LESSEE- DO NOT SIGN THIS LEASE AGREEMENT IN BLANK. YOU ARE ENTITLED TO A COPY OF THE LEASE AGREEMENT AT THE TIME YOU SIGN IT TO PROTECT YOUR LEGAL RIGHTS.

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VILLAGE OF OAK BROOK

7/2/2021 By: DocuSigned by: JASON PAPROCKI 8CF98103CB5F468...

(Date Signed) JASON PAPROCKI, DIRECTOR OF FINANCE

Accepted By: **Deere Credit, Inc. (Lessor)**
6400 NW 86th Street, Johnston, IA 50131-6600

7/6/2021 By: DocuSigned by: DEERE CREDIT, INC 5B1C186C3C8040B...

(Date Agreement Signed) (Authorized Signature)

THE TERMS OF THIS CONTRACT ARE CONTAINED ON MORE THAN ONE PAGE

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JOHN DEERE FINANCIAL

Advanced Lease Payment & AutoPay Enrollment Form

Billing Address:		Updated Billing Information:
Street Address 1:	1200 OAK BROOK RD	Street Address 1:
Street Address 2:		Street Address 2:
City, State	OAK BROOK, IL	City, State
Zip Code	60523	Zip Code

Please Note: All future invoices will be sent to the billing address shown unless you update your billing information above.

Manufacturer	Model	Product ID	Due Date	Payment	Sales/Use Tax	Security Deposit
JOHN DEERE	524P	1DW524PATMLZ10908	07/01/2021	$36,513.04	$0.00	$0.00

John Deere Financial Account Number/App ID #	John Deere Financial Accountholder Name	Financial Accountholder Phone Number
13443275	VILLAGE OF OAK BROOK	630-368-5000

Bank Account Information

Name of Financial Institution: JP Morgan Chase

City & State: Columbus, OH Bank Account Owner's Phone Number: 6303685070

Name of Person or Entity on Bank Account:: Village of Oak Brook

9 Digit Routing/Transit #: 071000013 Bank Account #: 428058528

Type of Account: ☒ Checking ☐ Savings

JOHN DEERE FINANCIAL AUTOMATIC PAYMENT AUTHORIZATION FORM.

My signature authorizes Deere Credit Services, Inc. and its affiliates, ("the Company"), to initiate debit entries to the checking/savings account that I have provided to the Company for the regularly scheduled payments or other amounts including Advance Lease Payment, as indicated by my selection below, owed to the Company on each individual John Deere Financial account referenced. I also authorize the Company to issue credit entries to the checking/savings account as necessary for amounts that may be due to me. This authorization is to remain in full force and effect until canceled by the Company, or by written notification from me, given in such time and manner as to allow the Company a reasonable opportunity to act upon it. If any of the referenced John Deere Financial accounts is closed due to an Add-On transaction, consolidation or corrected loan agreement and I have recurring payments, this enrollment and banking information will be transferred to my new account(s). I acknowledge that I am subject to the NACHA Operating Rules and Guidelines applicable to electronic debit entries to my bank account.

I understand any payment due prior to the month I requested above for each individual account must be made in order to be eligible for automatic payment for that account.

Advance Lease Payment	$36,513.04

☐ **Please withdraw only the Advance Lease Payment for the amount above.**

☒ **Please withdraw the Advanced Lease Payment and set up my account for automatic withdrawals for any past & future scheduled payments associated with this lease.**

Bank Account Owner's Signature **Date**

Automatic Payment Withdrawal	Withdrawals to begin on Jul 1, 2021

DocuSigned by:
JASON PAPROCKI
8CF98103CB5F468...

7/2/2021

Bank Account Owner's Signature **Date**

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JOHN DEERE FINANCIAL

Claim for Exemption of State and Local Sales/Use Tax for Municipal and Tribal Entities

Seller

Name: Deere Credit Inc.

Address: 6400 NW 86th St. Johnston, IA 50131

Purchaser

Name: VILLAGE OF OAK BROOK

Address: 1200 OAK BROOK RD, OAK BROOK, IL 60523-2203

ID Number (If Applicable): _____

Exemption Number (if applicable): _____

Description of Item Being Purchased

	Quantity	Year	Manufacturer	Equipment Description
	1	2021	JOHN DEERE	524 P WHEEL LOADER
	Quantity	**Year**	**Manufacturer**	**Equipment Description**
	1	2021	MONROE	12' SNOW PLOW

By signing below, purchaser certifies that the items being purchased are exempt from state and local sales tax.

By: DocuSigned by: JASON PAPROCKI 8CF98103CB5F468...

Title: Finance Director

Date: 7/2/2021

Telephone Number: 630-368-5070

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JOHN DEERE FINANCIAL

Delivery and Acknowledgment

LESSEE:	VILLAGE OF OAK BROOK 1200 OAK BROOK RD, OAK BROOK, IL 60523-2203
LESSOR:	DEERE CREDIT, INC. 6400 NW 86th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

Capitalized terms shall have the meanings set forth in the Lease Agreement.

You hereby represent and warrant that: (a) all of the Equipment more fully described in the Lease Agreement was selected by you; (b) all of the Equipment and the Operator's Manuals have been delivered to, and received by, you; (c) you received the manufacturer's written warranty applicable to the Equipment and you understand that your rights are subject to the limitations outlined therein; (d) the safe operation and the proper servicing of the Equipment has been explained to you; (e) all of the Equipment has been inspected by you and is in good working order and repair (operating or otherwise); (f) the Equipment shall be used only for the purpose indicated in the Lease Agreement; (g) all of the Equipment is unconditionally and irrevocably accepted by you for all purposes under the Lease Agreement; and (h) all information you provide to us is true and correct.

Signed by Lessee's duly authorized representative on the date shown below.

VILLAGE OF OAK BROOK

7/2/2021 (Date Signed)

By: DocuSigned by: JASON PAPROCKI 8CF98103CB5F468...

JASON PAPROCKI, DIRECTOR OF FINANCE

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JOHN DEERE FINANCIAL

Physical Damage/Liability Insurance

LESSEE:	VILLAGE OF OAK BROOK 1200 OAK BROOK RD, OAK BROOK, IL 60523-2203
LESSOR:	DEERE CREDIT, INC. 6400 NW 86th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

LIABILITY INSURANCE on the Lease Agreement will be provided by the following insurance agency:

Name of Agency: Intergovernmental Risk Management Agency	Phone Number of Agency: 708-562-0300
Mailing Address of Agency: Four Westbrook Corp Center, Suite 940 Westchester, IL 60154	Fax Number of Agency:

PHYSICAL DAMAGE INSURANCE on the Lease Agreement will be provided by the following agency:

Name of Agency: Intergovernmental Risk Management Agency	Phone Number of Agency: 708-562-0300
Mailing Address of Agency: Four Westbrook Corp Center, Suite 940, Westchester, IL 60154	Fax Number of Agency:

If an insurance certificate is available, in place of the above information, it should be provided to:

ADDITIONAL INSURED and LOSS PAYEE:
Deere Credit, Inc.
Its Successors &/or Assigns
6400 NW 86th St
Johnston, IA 50131

I agree and understand that, pursuant to the provisions of Section 6 of the Lease Agreement, I must at all times (a) maintain public liability insurance, covering personal injury and property damage for not less than $1,000,000 per occurrence, naming Deere Credit, Inc. (and its successors and assigns) as additional insured; and (b) keep the Equipment insured against all risks of physical damage for no less than its Termination Value (as such term is defined in Section 7 of the Lease Agreement), naming Deere Credit, Inc. (and its successors and assigns) as sole loss payee.

NOTICES TO LESSEE- DO NOT SIGN THIS PHYSICAL DAMAGE/LIABILITY INSURANCE IN BLANK. YOU ARE ENTITLED TO A COPY OF THE PHYSICAL DAMAGE/LIABILITY INSURANCE AT THE TIME YOU SIGN IT TO PROTECT YOUR LEGAL RIGHTS.

VILLAGE OF OAK BROOK

7/2/2021 By: DocuSigned by: JASON PAPROCKI 8CF98103CB5F468...

(Date Signed) JASON PAPROCKI, DIRECTOR OF FINANCE

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JOHN DEERE FINANCIAL

Lease Settlement & Bill of Sale

LESSEE:	VILLAGE OF OAK BROOK 1200 OAK BROOK RD, OAK BROOK, IL 60523-2203		
DEALER:	WEST SIDE TRACTOR SALES CO. 1560 N OLD RAND ROAD, WAUCONDA, IL 60084	**Dealer No:**	178511
LESSOR:	DEERE CREDIT, INC. 6400 NW 86th ST, PO BOX 6600, JOHNSTON, IA 50131-6600		

Please review the following information carefully. This information reflects the credit to your dealership.

1. Selling Price		$187,681.31
2. Net Trade-In and/or Rental Applied	-	$0.00
3. Up-front Sales Tax	+	$0.00
4. Preventative Maintenance Financed	+	$0.00
5. Secure/PowerGard Financed	+	$0.00
6. Insurance Premium Financed	+	$0.00
7. Origination Fee Financed	+	$375.00
8. Official Fees Financed	+	$0.00
9. **Amount Financed (Purchase Price)**		**$188,056.31**
10. Up-Front Sales Tax Remitted by Dealer	+	$0.00
11. Insurance Premium submitted by John Deere Financial	-	$0.00
12. Origination Fee for John Deere Financial	-	$300.00
13. Official Fees for John Deere Financial	-	$20.00
14. Dealer Reserve (AG Only)	-	$0.00
15. Dealer Participation/ Waiver Charge (mandatory program charge)	-	$0.00
16. Dealer Buy Down Charge (optional)	-	$0.00
17 Guarantee Withheld Upfront	-	$0.00
18. Dealer Compensation	+	$0.00
19. **Credit to Dealer for Lease**		**$187,736.31**

Subject to acceptance of the Lease Agreement by Deere Credit, Inc. ("Deere Credit"), Dealer hereby sells, transfers and assigns to Deere Credit all of Dealer's right, title and interest in and to the equipment described in the attached Lease Settlement & Bill of Sale Equipment List (the "Equipment") for the Purchase Price shown on Line 9.
Dealer represents and warrants that (a) the Equipment is free from all security interests, liens, and encumbrances (except those held by Deere & Company or subsidiaries), and (b) the safe operation and proper servicing of the Equipment and the importance of following the instructions in the Operator's Manual were explained to Lessee. All risk of loss to the Equipment shall remain with Dealer until the Equipment is delivered to and accepted by Lessee under the terms of the Lease Agreement. Dealer acknowledges and agrees that the provisions of Section 1.4 of the John Deere Agricultural Dealer Leasing Agreement, the John Deere Construction & Forestry Dealer Leasing Agreement or the John Deere Golf and Turf Equipment Distributor Agreement shall govern Deere Credit's payment of the Purchase Price to Dealer.

Maximum Lease Remarketing Commitment **$0.00**

By signing below I agree that the proceeds from this lease transaction are accurate and reflect the appropriate credit to my dealership.

Dealer's Signature
WEST SIDE TRACTOR SALES CO.
1560 N OLD RAND ROAD
WAUCONDA, IL 60084

By: DocuSigned by: PATRICIA FAUTH 9A14A7DB1F6F461...
AUTHORIZED SIGNER

Retail Finance Mgr/Asst
TITLE

Date: 7/2/2021

COPY VIEW

THIS IS A COPY
The Authoritative Copy of this record is held at na2.docusign.net

JOHN DEERE FINANCIAL

Lease Settlement & Bill of Sale - Equipment List

Quantity	Year	Manufacturer	Equipment Description	Retail Value
1	2021	JOHN DEERE	524 P WHEEL LOADER	$178,481.31
PRODUCT ID NO. **1DW524PATMLZ10908**				
1	2021	MONROE	12' SNOW PLOW	$9,200.00
PRODUCT ID NO. **21-04-2918**				

COPY VIEW

ITEM 8.A.4.
BOARD OF TRUSTEES MEETING
SAMUEL E. DEAN BOARD ROOM
BUTLER GOVERNMENT CENTER
1200 OAK BROOK ROAD
OAK BROOK, ILLINOIS
630-368-5000

AGENDA ITEM

Board of Trustees Regular Meeting
of
March 12, 2024

SUBJECT: Award of Contract - First Amendment to the 2023 Landscape Maintenance Contract

FROM: Tim O'Malley, Interim Public Works Director

BUDGET SOURCE/BUDGET IMPACT: $154,479.01 is included in the FY2024 Budget across various programs.

RECOMMENDED MOTION: I move that the Village Board approve R-2192, A resolution approving the First Amendment to the 2023 Landscape Maintenance Contract with Classic Landscape, Ltd., West Chicago, Illinois, in the amount of $636,701.92 ($154,479.01 for 2024, $157,568.59 for 2025, $160,719.96 for 2026, and $163,934.36 for 2027), pending final Attorney review and approval.

Background/History:

The Village embarked on a meticulous Request for Proposals process for Landscape Maintenance in 2023. Proposals were received from five (5) companies. Following a thorough review of proposals and diligent reference checks, Classic Landscape emerged as the frontrunner, offering the best overall value to the Village. Since being awarded the contract, Classic has consistently exceeded expectations, delivering service that surpasses industry standards, and cementing Classic Landscape as a trusted partner in maintaining the community's aesthetic appeal and environmental integrity.

The 2023 contract was initially structured for a one-year term with the provision for four (4) additional renewal options contingent upon pricing considerations. Per Village Specifications, the contract allows for cancellation should the quality of work provided by Classic Landscape decline.

Included in the FY2024 Budget are funds for Mowing and Landscape Maintenance Services that include, but not limited to, grass mowing, light pruning, plant bed cultivation, and chemical application for weed prevention. Areas to be maintained include the Butler Government Center, Public Works, Library, Bath & Tennis Club, Golf Drive, Fire Station #93, Water Pump Stations

and Reservoirs, and various medians and parkways throughout the Village. Also, as part of Intergovernmental Agreements with both the State and County, there are various right-of-way areas.

Recommendation:

I move that the Village Board approve R-2192, A resolution renewing a 4 multi-year contract to Classic Landscape, Ltd., West Chicago, Illinois, for Landscape Maintenance Services in the amount of $636,701.92 ($154,479.01 for 2024, $157,568.59 for 2025, $160,719.96 for 2026, and $163,934.36 for 2027), pending final Attorney review and approval.

Attachments:

1. Res No. R-2192
2. 1stAmendLandscapeMaintenance

THE VILLAGE OF OAK BROOK

COOK AND DUPAGE COUNTIES, ILLINOIS

RESOLUTION

NUMBER 2024-PW-LSCP-CNTRCT-R-2192

A RESOLUTION
AUTHORIZING AND APPROVING AN AMENDMENT TO THE 2023 MOWING AND LANDSCAPE MAINTENANCE SERVICES AGREEMENT WITH CLASSIC LANDSCAPE, LTD., TO AWARD THE REMAINING OPTION YEARS (2024-2027)

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

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

Village Board

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

RESOLUTION NO. 2024-PW-LSCP-CNTRCT-R-2192

A RESOLUTION
AUTHORIZING AND APPROVING AN AMENDMENT TO THE 2023 MOWING AND LANDSCAPE MAINTENANCE SERVICES AGREEMENT WITH CLASSIC LANDSCAPE, LTD., TO AWARD THE REMAINING OPTION YEARS (2024-2027)

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, Classic Landscape, Ltd. (the "Company") currently holds the contract for Mowing and Landscape Maintenance Services that include, but not limited to, grass mowing, light pruning, plant bed cultivation, and chemical application for weed prevention. Areas to be maintained include the Butler Government Center, Public Works, Library, Bath & Tennis Club, Golf Drive, Fire Station #93, Water Pump Stations and Reservoirs, and various medians and parkways throughout the Village;

WHEREAS, the existing contract term is set to expire, but provides the Village the option to renew for additional terms through FY27, subject to written agreement between the parties;

WHEREAS, Staff recommends the Corporate Authorities authorize and approve the amendment to the 2023 Mowing and Landscape Maintenance Services Agreement with Classic Landscape, LTD., to award the remaining option years (2024-2027) (the "Amendment"), substantially in the form attached hereto and incorporated herein as Exhibit A;

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

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

Section One – Recitals

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

Section Two – Approval

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

Section Four - Other Actions Authorized

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

Section Six - Acts of Village Officials

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

Section Seven – Effective Date

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

Section Eight - Publication

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

Section Nine – Conflict Clause

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

Section Ten – Saving Clause

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

Section Eleven – Recording

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

PASSED THIS 12th day of March 2024.

Ayes: _____

Nays: _____

Absent: _____

APPROVED THIS 12th day of March 2024.

_____
LAURENCE E. HERMAN,
Village President

ATTEST:

_____
NETASHA SCARPINITI,
Village Clerk

EXHIBIT A

Amendment

REVIEW OF CONTRACTS

Awarding Agency: VOB

Type of Contract: Prof. Svcs

Department: PW

Program/Account Number: Various Programs

Awarded Contract Price: $636,701.92 (2024-2027)

Budgeted Amount: $154,479.01 - FY2024

CONTRACT AMOUNT

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

NOTES

1st Amendment to the 2023 Landscape Maintenance Contract

DEPARTMENT DIRECTOR SIGNATURE

Name: Timothy O'Malley Date: 3/4/24

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 _____

FIRST AMENDMENT TO THE 2023 LANDSCAPE MAINTENANCE CONTRACT

THIS AMENDMENT TO THE 2023 LANDSCAPE MAINTENANCE CONTRACT ("Amendment") executed by the parties on April 7, 2023, is made as of _____ _____, 2024 by and between CLASSIC LANDSCAPE LTD. (**"Classic"**), and the **VILLAGE OF OAK BROOK, ILLINOIS ("Village")**.

RECITALS

WHEREAS, Classic and the Village entered into a 2023 Landscape Maintenance Contract (***"Agreement"***), pursuant to which Classic agreed to provide to the Village Landscape Maintenance Services, as more fully described in the Agreement.

WHEREAS, the term of the Agreement ended November 30, 2023.

WHEREAS, the parties desire to extend the term of the Agreement for four (4) additional landscape seasonal years pursuant to this amendment.

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

A. **Extension of Term.** The Agreement is hereby extended for a period commencing April 1, 2024, and ending November 30, 2027 ("**Extension Term"),** unless sooner terminated in accordance with the terms of the Agreement. The Extension Term shall be on the same terms and conditions contained in the Agreement, except as expressly set forth herein.

B. **Pricing.** Classic's pricing shall be as follows, $154,479.01 for the 2024 season, $157,568.59 for the 2025 season, $160,719.96 for the 2026 season and $163,934.36 for the 2027 season, for a not-to-exceed total cost of $636,701.92, as more fully described in the attached spreadsheet.

C. **Effect of Amendment.** The Parties acknowledge and agree that this Amendment modifies and amends the Agreement and the terms and provisions hereof shall supersede and control over any contrary or conflicting terms and provisions set forth in the Agreement. The Agreement, as amended by this Amendment, is hereby ratified and remains in full force and effect.

[SIGNATURE PAGE FOLLOWS]

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

ATTEST:

By:_____

CLASSIC LANDSCAPE LTD.

By:_____

Printed Name:_____

Title:_____

Date:_____

ATTEST:

By:_____
Village Clerk

VILLAGE OF OAK BROOK

By:_____
Village Manager

Date:_____

2024 - 2027 Landscape Maintenance Services

Location	Cost 2024	Cost 2025	Cost 2026	Cost 2027
BGC	$17,883.61	$18,241.28	$18,606.11	$18,978.23
FD93	$5,958.90	$6,078.08	$6,199.64	$6,323.63
Streets	$56,385.60	$57,513.31	$58,663.58	$59,836.85
ROW	$12,138.00	$12,380.76	$12,628.38	$12,880.94
DuPage	$7,956.00	$8,115.12	$8,277.42	$8,442.97
Water Towers	$10,730.40	$10,945.01	$11,163.91	$11,387.19
West. Park	$3,916.80	$3,995.14	$4,075.04	$4,156.54
Salt Creek	$7,548.00	$7,698.96	$7,852.94	$8,010.00
615 22nd Street	$734.40	$749.09	$764.07	$779.35
640 Oak Brook Rd	$550.80	$561.82	$573.05	$584.51
Library	$7,996.80	$8,156.74	$8,319.87	$8,486.27
B&T Club	$13,219.20	$13,483.58	$13,753.26	$14,028.32
Soccer Fields	$2,284.80	$2,330.50	$2,377.11	$2,424.65
York Harger	$1,142.40	$1,165.25	$1,188.55	$1,212.32
Red Path	$2,284.80	$2,330.50	$2,377.11	$2,424.65
Windsor Drive	$3,748.50	$3,823.47	$3,899.94	$3,977.94
Yearly Cost	$154,479.01	$157,568.59	$160,719.96	$163,934.36
2024-2027 Total Cost	$636,701.92			

ITEM 8.A.5.
BOARD OF TRUSTEES MEETING
SAMUEL E. DEAN BOARD ROOM
BUTLER GOVERNMENT CENTER
1200 OAK BROOK ROAD
OAK BROOK, ILLINOIS
630-368-5000

AGENDA ITEM

Board of Trustees Regular Meeting
of
March 12, 2024

SUBJECT: Award of Contract – Briarwood Lakes Watermain Improvements Project

FROM: Tim O'Malley, Interim Public Works Director

BUDGET SOURCE/BUDGET IMPACT: $4,680,000 is included in Water Distribution Improvements (451-91000) for FY2024.

RECOMMENDED MOTION: I move that the Village Board approve Resolution R-2194, A Resolution approving and authorizing the award of contract to the to the lowest responsible bidder, Mauro Sewer Construction Inc, Des Plaines, Illinois, for the Briarwood Watermain Improvements Project in the estimated amount of $3,679,898.00, based on the unit prices in the attached bid tabulation, pending final attorney review and approval.

Background/History:

A solicitation for bids for the Briarwood Lakes Watermain Improvements Project was posted to the Village website on Tuesday, January 23, 2024. Seven (7) sealed bids were received and opened on Thursday, February 22, 2024. BLA, Inc., our consulting engineer, recommends that we award the contract to Mauro Sewer Construction, Inc. the lowest responsible bidder who submitted the lowest responsive bid (see attached recommendation letter). Staff received and reviewed references and is satisfied with the firm's credentials.

The project scope consists of replacing and/or rehabilitation of 12,100 feet of failing watermain while also replacing 26 hydrants, 26 valve vaults, and 200 residential services. Watermain will also be constructed to eliminate the dead ends and create a looped system at Briarwood Circle and all other cul-de-sacs. This project is scheduled to, and must be completed by March 31, 2025, in order to accommodate the HOA's road resurfacing project in that year.

Mauro	Millennium	Gerardi	Martam	J Congdon Sewer	A Lamp Concrete	Holiday Sewer & Water
$3,679,898.00	$4,414,556.00	$4,674,705.50	$4,873,809.00	$4,902,174.00	$4,979,957.00	$5,555,555.55

Recommendation:

Staff recommends that the Village Board approve Resolution R-2194, A Resolution approving and authorizing the of contract to the to the lowest responsible bidder, Mauro Sewer Construction Inc, Des Plaines, Illinois, for the Briarwood Watermain Improvements Project in the estimated amount of $3,679,898.00, pending Final Attorney review and approval.

Attachments:

1. Res No. R-2194
2. Award Recommendation - Briarwood Lakes Watermain - 2024-02-22
3. Bid Tab - Briarwood Lakes Watermain - 2024-02-22
4. BriarwoodLakesWaterMainImpProject

THE VILLAGE OF OAK BROOK

COOK AND DUPAGE COUNTIES, ILLINOIS

RESOLUTION

NUMBER 2024-PW-CNTRCT-WTRMAIN-R-2194

A RESOLUTION
AUTHORIZING THE AWARD OF CONTRACT TO THE LOWEST RESPONSIBLE BIDDER FOR THE BRIARWOOD WATERMAIN IMPROVEMENTS PROJECT, MAURO SEWER CONSTRUCTION, INC.

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

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

Village Board

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

RESOLUTION NO. 2024-PW-CNTRCT-WTRMAIN-R-2194

A RESOLUTION
AUTHORIZING THE AWARD OF CONTRACT TO THE LOWEST RESPONSIBLE BIDDER FOR THE BRIARWOOD WATERMAIN IMPROVEMENTS PROJECT, MAURO SEWER CONSTRUCTION, INC.

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

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

WHEREAS, the scope of the Briarwood Watermain Improvements Project (the "Project") consists of, but is not limited to, replacing and/or the rehabilitation of 12,100 feet of failing watermain while also replacing 26 hydrants, 26 valve vaults, and 200 residential services;

WHEREAS, a solicitation for bids for the Briarwood Lakes Watermain Improvements Project was posted to the Village website on Tuesday January 23, 2024;

WHEREAS, of the seven sealed bids that were received , and opened on Thursday February 22, 2024. The Village's consulting engineer BLA, Inc., recommends the Corporate Authorities authorize and approve the award the contract to Mauro Sewer Construction, Inc., the lowest responsible bidder in the amount of $3,679,898.00, subject to the terms and conditions of the Agreement, attached hereto and incorporated herein as Exhibit A;

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

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

Section One – Recitals

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

Section Two – Award of Contract

The Corporate Authorities hereby awards the contract for the Project to Mauro Sewer Construction, Inc., the lowest responsible bidder in the amount of $3,679,898.00, subject to the terms and conditions of the Agreement, attached hereto and incorporated herein as Exhibit A;

Section Three – Authorization and Direction

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

such changes therein as shall be approved by the Village attorney and the officials of the Village executing the same, their execution thereof to constitute exclusive evidence of their approval to any and all changes or revisions therein from and after the execution and delivery of such Agreement.

Section Four - Other Actions Authorized

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

Section Five - Authorization of Expenditures

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

Section Six - Acts of Village Officials

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

Section Seven – Effective Date

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

Section Eight - Publication

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

Section Nine – Conflict Clause

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

Section Ten – Saving Clause

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

Section Eleven – Recording

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

PASSED THIS 12th day of March 2024.

Ayes: _____

Nays: _____

Absent: _____

APPROVED THIS 12th day of March 2024.

_____
LAURENCE E. HERMAN,
Village President

ATTEST:

_____
NETASHA SCARPINITI,
Village Clerk

EXHIBIT A

Agreement

CONSULTING ENGINEERS
BLA, Inc.
333 Pierce Road, Suite 200 ▪ Itasca, IL 60143
630 438 6400 ▪ FAX 630 438 6444 ▪ www.bla-inc.com

February 26, 2024

Village of Oak Brook
Public Work Department
3003 Jorie Boulevard
Oak Brook, Illinois 60523

Attention: Timothy O'Malley, BBA
Interim Public Works Director

Subject: Briarwood Lakes Watermain Improvements Project
Bid Results and Recommendation of Award

Dear Mr. O'Malley:

On Thursday, February 22, 2024, at 10:00 a.m. bids were received and opened for the Briarwood Lakes Watermain Improvements Project. Seven bids were received for the project. The bids have been reviewed and the tabulation is attached. The bid results for the project are below:

Contractor	Bid
Mauro Sewer Construction, Inc.	$3,679,898.00
Millennium Contracting	$4,414,566.00
Gerardi Sewer & Water Co., Inc.	$4,674,705.50
Martam Construction, Inc.	$4,873,809.00
J. Congdon Sewer Service Inc.	$4,902,174.00
A Lamp Concrete Contractors, Inc.	$4,979,957.00
Holiday Sewer & Water Construction, Inc.	$5,555,555.55

Mauro Sewer Construction, Inc. was the low bidder with a bid of $3,679,898.00. We have reviewed Mauro's bid documents and find it to be in order. Mauro has successfully completed projects of similar size and scope throughout the Chicagoland area. BLA performed a reference check and determined their previous work was satisfactory.

If you determine that Mauro Sewer Construction, Inc. is a responsible bidder after you evaluate their qualifications, we recommend proceeding with the award of the Contract.

Sincerely,

BLA, Inc.

Jeremie Lukowicz, P.E., MPA
Director of Municipal Services

Village of Oak Brook

Briarwood Lakes Watermain Improvements

BID TABULATION

Bid Opening: February 22, 10:00 AM

Item No.	Code. No	Items	Unit	Quantity	Engineers Estimate Unit Price	Engineers Estimate Total	**Mauro Sewer Construction, Inc. (Robert Sacco) 125 Redeker Road Des Plaines, IL 60016 847-803-2033 Robert@sewer-water.com** Unit Price	Mauro Total	Millennium Contracting (Eric Chung) 5933 N Knox Avenue Chicago, IL 60646 Cell: 847-493-9577 echung@millcc.net Unit Price	Millennium Total	Gerardi Sewer & Water Co., Inc. (Jim) 1785 Armitage Court Addison, IL 60101 708-774-1610 Gerardisewer-water@sbcglobal.net Unit Price	Gerardi Total	Martam Construction, Inc. (Jerry Kutrovatz) 1200 Gasket Drive Elgin, IL 60120 Office: 847-608-6800 Cell: 847-980-8552 jerry@martam.com Unit Price	Martam Total	JCSS/J. CONGDON SEWER SERVICE INC. 170 Alexandra Way, Suite A Carol Stream, IL. 60188 630-510-2434 Gina Ferrazzuolo/office manager ginaf@congdonsewerservice.com Unit Price	JCSS Total
1	20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	25	$40.00	$1,000.00	$38.00	$950.00	$75.00	$1,875.00	$23.00	$575.00	$40.00	$1,000.00	$28.00	$700.00
2	20100210	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	96	$30.00	$2,880.00	$45.00	$4,320.00	$125.00	$12,000.00	$25.00	$2,400.00	$50.00	$4,800.00	$38.00	$3,648.00
3	20101000	TEMPORARY FENCE	FOOT	770	$5.00	$3,850.00	$4.00	$3,080.00	$5.00	$3,850.00	$3.15	$2,425.50	$7.00	$5,390.00	$3.00	$2,310.00
4	20101200	TREE ROOT PRUNING	EACH	23	$200.00	$4,600.00	$120.00	$2,760.00	$244.00	$5,612.00	$100.00	$2,300.00	$220.00	$5,060.00	$110.00	$2,530.00
5	20800150	TRENCH BACKFILL	CU YD	9000	$40.00	$360,000.00	$33.00	$297,000.00	$22.00	$198,000.00	$20.00	$180,000.00	$58.00	$522,000.00	$0.01	$90.00
6	28000400	PERIMETER EROSION BARRIER	FOOT	920	$6.00	$5,520.00	$5.00	$4,600.00	$7.00	$6,440.00	$2.25	$2,070.00	$5.00	$4,600.00	$3.00	$2,760.00
7	28000510	INLET FILTERS	EACH	60	$185.00	$11,100.00	$150.00	$9,000.00	$250.00	$15,000.00	$175.00	$10,500.00	$290.00	$17,400.00	$50.00	$3,000.00
8	44201XXX	CLASS D PATCHES, 6 INCH	SQ FT	5700	$60.00	$342,000.00	$56.00	$319,200.00	$52.00	$296,400.00	$52.00	$296,400.00	$75.00	$427,500.00	$73.79	$420,603.00
9		PVC C-900 WATER MAIN, 8"	FOOT	7555	$110.00	$831,050.00	$97.00	$732,835.00	$130.00	$982,150.00	$150.00	$1,133,250.00	$123.00	$929,265.00	$150.00	$1,133,250.00
10		PVC C-900 WATER MAIN, 12"	FOOT	3515	$130.00	$456,950.00	$139.00	$488,585.00	$156.00	$548,340.00	$175.00	$615,125.00	$144.00	$506,160.00	$165.00	$579,975.00
11	48301000	PROTECTIVE COAT	SQ FT	244	$2.00	$488.00	$3.25	$793.00	$2.00	$488.00	$2.50	$610.00	$1.00	$244.00	$2.50	$610.00
12	56105000	WATER VALVES 8"	EACH	21	$3,000.00	$63,000.00	$3,000.00	$63,000.00	$3,000.00	$63,000.00	$3,600.00	$75,600.00	$3,260.00	$68,460.00	$3,000.00	$63,000.00
13	56105200	WATER VALVES 12"	EACH	8	$5,000.00	$40,000.00	$5,400.00	$43,200.00	$5,000.00	$40,000.00	$5,500.00	$44,000.00	$5,540.00	$44,320.00	$4,000.00	$32,000.00
14	56400500	FIRE HYDRANTS TO BE REMOVED	EACH	25	$750.00	$18,750.00	$400.00	$10,000.00	$500.00	$12,500.00	$750.00	$18,750.00	$1,060.00	$26,500.00	$450.00	$11,250.00
15	56400820	FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX	EACH	26	$9,000.00	$234,000.00	$8,800.00	$228,800.00	$8,800.00	$228,800.00	$10,000.00	$260,000.00	$11,260.00	$292,760.00	$7,000.00	$182,000.00
16	60248900	VALVE VAULTS, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	29	$3,500.00	$101,500.00	$3,000.00	$87,000.00	$4,000.00	$116,000.00	$3,000.00	$87,000.00	$5,260.00	$152,540.00	$2,500.00	$72,500.00
17	67100100	MOBILIZATION	L SUM	1	$60,000.00	$60,000.00	$15,000.00	$15,000.00	$110,000.00	$110,000.00	$150,000.00	$150,000.00	$180,000.00	$180,000.00	$382,000.00	$382,000.00
18	X0325225	BRICK PAVEMENT REMOVAL AND REPLACEMENT	SQ FT	550	$50.00	$27,500.00	$21.00	$11,550.00	$25.00	$13,750.00	$36.00	$19,800.00	$48.00	$26,400.00	$18.00	$9,900.00
19	X0326806	WASHOUT BASIN	L SUM	1	$3,500.00	$3,500.00	$1,500.00	$1,500.00	$2,500.00	$2,500.00	$1,000.00	$1,000.00	$1,500.00	$1,500.00	$1,000.00	$1,000.00
20	X0327890	DRIVEWAY REMOVAL AND REPLACEMENT	SQ YD	1200	$60.00	$72,000.00	$45.00	$54,000.00	$39.00	$46,800.00	$40.00	$48,000.00	$57.00	$68,400.00	$85.09	$102,108.00
21	X1200015	VALVE VAULTS TO BE ABANDONED	EACH	25	$500.00	$12,500.00	$325.00	$8,125.00	$750.00	$18,750.00	$400.00	$10,000.00	$620.00	$15,500.00	$350.00	$8,750.00
22	X5620116	WATER SERVICE CONNECTION, 1" - SHORT	EACH	100	$2,500.00	$250,000.00	$2,300.00	$230,000.00	$3,300.00	$330,000.00	$3,000.00	$300,000.00	$3,560.00	$356,000.00	$3,500.00	$350,000.00
23	X5620118	WATER SERVICE CONNECTION, 1" - LONG	EACH	99	$4,000.00	$396,000.00	$3,800.00	$376,200.00	$5,200.00	$514,800.00	$4,250.00	$420,750.00	$4,280.00	$423,720.00	$4,200.00	$415,800.00
24	X5630006	CUT AND CAP EXISTING 6" WATER MAIN	EACH	2	$1,500.00	$3,000.00	$1,000.00	$2,000.00	$2,500.00	$5,000.00	$500.00	$1,000.00	$2,860.00	$5,720.00	$5,000.00	$10,000.00
25	X5630008	CUT AND CAP EXISTING 8" WATER MAIN	EACH	2	$2,000.00	$4,000.00	$800.00	$1,600.00	$2,500.00	$5,000.00	$500.00	$1,000.00	$2,960.00	$5,920.00	$6,000.00	$12,000.00
26	X5630012	CUT AND CAP EXISTING 12" WATER MAIN	EACH	5	$2,500.00	$12,500.00	$1,100.00	$5,500.00	$3,300.00	$16,500.00	$1,000.00	$5,000.00	$3,220.00	$16,100.00	$7,000.00	$35,000.00
27	X5630706	CONNECTION TO EXISTING WATER MAIN, 6'	EACH	1	$4,500.00	$4,500.00	$3,000.00	$3,000.00	$6,789.00	$6,789.00	$8,000.00	$8,000.00	$4,420.00	$4,420.00	$5,000.00	$5,000.00
28	X5630712	CONNECTION TO EXISTING WATER MAIN, 12'	EACH	3	$5,500.00	$16,500.00	$6,750.00	$20,250.00	$8,000.00	$24,000.00	$10,000.00	$30,000.00	$5,120.00	$15,360.00	$6,000.00	$18,000.00
29	X6030310	FRAMES AND LIDS TO BE ADJUSTED (SPECIAL)	EACH	1	$1,000.00	$1,000.00	$1,200.00	$1,200.00	$500.00	$500.00	$500.00	$500.00	$880.00	$880.00	$890.00	$890.00
30	X7010216	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	1	$150,000.00	$150,000.00	$50,000.00	$50,000.00	$56,000.00	$56,000.00	$360,000.00	$360,000.00	$150,000.00	$150,000.00	$450,000.00	$450,000.00
31	Z0013798	CONSTRUCTION LAYOUT	L SUM	1	$20,000.00	$20,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$50,000.00	$50,000.00
32	Z0019600	DUST CONTROL WATERING	UNIT	1	$400.00	$400.00	$15,000.00	$15,000.00	$9,992.00	$9,992.00	$1,000.00	$1,000.00	$350.00	$350.00	$500.00	$500.00
33	Z0056604	STORM SEWER (WATER MAIN REQUIREMENTS) 8 INCH	FOOT	45	$105.00	$4,725.00	$90.00	$4,050.00	$120.00	$5,400.00	$90.00	$4,050.00	$64.00	$2,880.00	$75.00	$3,375.00
34	Z0056608	STORM SEWER (WATER MAIN REQUIREMENTS) 12 INCH	FOOT	620	$125.00	$77,500.00	$100.00	$62,000.00	$166.00	$102,920.00	$100.00	$62,000.00	$106.00	$65,720.00	$85.00	$52,700.00
35	Z0056614	STORM SEWER (WATER MAIN REQUIREMENTS) 21 INCH	FOOT	45	$160.00	$7,200.00	$225.00	$10,125.00	$275.00	$12,375.00	$200.00	$9,000.00	$264.00	$11,880.00	$125.00	$5,625.00
36		CURB AND GUTTER REMOVAL AND REPLACEMENT	FOOT	500	$50.00	$25,000.00	$65.00	$32,500.00	$70.00	$35,000.00	$55.00	$27,500.00	$52.00	$26,000.00	$55.00	$27,500.00
37		PARKWAY RESTORATION	SQ YD	6200	$10.00	$62,000.00	$11.25	$69,750.00	$32.00	$198,400.00	$12.50	$77,500.00	$15.00	$93,000.00	$11.00	$68,200.00
38		CURED IN PLACE WATER MAIN LINING, 12"	FOOT	735	$320.00	$235,200.00	$335.00	$246,225.00	$285.00	$209,475.00	$350.00	$257,250.00	$290.00	$213,150.00	$250.00	$183,750.00
39		DRILL, HDPE WATER MAIN, 8"	FOOT	845	$150.00	$126,750.00	$160.00	$135,200.00	$150.00	$126,750.00	$150.00	$126,750.00	$178.00	$150,410.00	$230.00	$194,350.00
40		RETAINING WALL REMOVAL AND REPLACEMENT	SQ FT	50	$50.00	$2,500.00	$100.00	$5,000.00	$256.00	$12,800.00	$72.00	$3,600.00	$110.00	$5,500.00	$50.00	$2,500.00
41		LEAK DETECTION	L SUM	1	$5,000.00	$5,000.00	$10,000.00	$10,000.00	$5,600.00	$5,600.00	$5,000.00	$5,000.00	$12,000.00	$12,000.00	$3,000.00	$3,000.00
				AS READ TOTAL	N/A		$3,679,898.00		$4,414,556.00		$4,674,705.50		$4,873,809.00		$4,902,174.00	
				TOTAL	$4,055,963.00		***$3,679,898.00***		$4,414,556.00		$4,674,705.50		$4,873,809.00		$4,902,174.00	

Village of Oak Brook

Briarwood Lakes Watermain Improvements

BID TABULATION

Bid Opening: February 22, 10:00 AM

					A Lamp Concrete Contractors, Inc. 1900 Wright Blvd. Schaumberg, IL 60193 847-891-6000 estimating@alampconcrete.com		Holiday Sewer & Water Construction, Inc. (Nick Lollino) 1000 N. Rand Road, Suite 116 Wauconda, IL 60084 847-526-3788 nick@holidayconstruction.com		Average	
Item No.	Code. No	Items	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	25	$55.00	$1,375.00	$45.00	$1,125.00	$43.43	$1,085.71
2	20100210	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	96	$80.00	$7,680.00	$50.00	$4,800.00	$59.00	$5,664.00
3	20101000	TEMPORARY FENCE	FOOT	770	$1.00	$770.00	$5.00	$3,850.00	$4.02	$3,096.50
4	20101200	TREE ROOT PRUNING	EACH	23	$125.00	$2,875.00	$125.00	$2,875.00	$149.14	$3,430.29
5	20800150	TRENCH BACKFILL	CU YD	9000	$1.00	$9,000.00	$0.01	$90.00	$19.15	$172,311.43
6	28000400	PERIMETER EROSION BARRIER	FOOT	920	$1.00	$920.00	$5.00	$4,600.00	$4.04	$3,712.86
7	28000510	INLET FILTERS	EACH	60	$15.00	$900.00	$125.00	$7,500.00	$150.71	$9,042.86
8	44201XXX	CLASS D PATCHES, 6 INCH	SQ FT	5700	$55.00	$313,500.00	$58.00	$330,600.00	$60.26	$343,457.57
9		PVC C-900 WATER MAIN, 8"	FOOT	7555	$122.00	$921,710.00	$200.00	$1,511,000.00	$138.86	$1,049,065.71
10		PVC C-900 WATER MAIN, 12"	FOOT	3515	$167.00	$587,005.00	$225.00	$790,875.00	$167.29	$588,009.29
11	48301000	PROTECTIVE COAT	SQ FT	244	$3.00	$732.00	$3.00	$732.00	$2.46	$601.29
12	56105000	WATER VALVES 8"	EACH	21	$2,550.00	$53,550.00	$4,500.00	$94,500.00	$3,272.86	$68,730.00
13	56105200	WATER VALVES 12"	EACH	8	$4,725.00	$37,800.00	$6,500.00	$52,000.00	$5,237.86	$41,902.86
14	56400500	FIRE HYDRANTS TO BE REMOVED	EACH	25	$550.00	$13,750.00	$250.00	$6,250.00	$565.71	$14,142.86
15	56400820	FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX	EACH	26	$10,550.00	$274,300.00	$9,000.00	$234,000.00	$9,344.29	$242,951.43
16	60248900	VALVE VAULTS, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	29	$6,275.00	$181,975.00	$2,500.00	$72,500.00	$3,790.71	$109,930.71
17	67100100	MOBILIZATION	L SUM	1	$298,750.00	$298,750.00	$500,000.00	$500,000.00	$233,678.57	$233,678.57
18	X0325225	BRICK PAVEMENT REMOVAL AND REPLACEMENT	SQ FT	550	$16.50	$9,075.00	$20.00	$11,000.00	$26.36	$14,496.43
19	X0326806	WASHOUT BASIN	L SUM	1	$1,000.00	$1,000.00	$500.00	$500.00	$1,285.71	$1,285.71
20	X0327890	DRIVEWAY REMOVAL AND REPLACEMENT	SQ YD	1200	$73.00	$87,600.00	$42.00	$50,400.00	$54.44	$65,329.71
21	X1200015	VALVE VAULTS TO BE ABANDONED	EACH	25	$650.00	$16,250.00	$250.00	$6,250.00	$477.86	$11,946.43
22	X5620116	WATER SERVICE CONNECTION, 1" - SHORT	EACH	100	$3,325.00	$332,500.00	$4,000.00	$400,000.00	$3,283.57	$328,357.14
23	X5620118	WATER SERVICE CONNECTION, 1" - LONG	EACH	99	$6,075.00	$601,425.00	$5,000.00	$495,000.00	$4,686.43	$463,956.43
24	X5630006	CUT AND CAP EXISTING 6" WATER MAIN	EACH	2	$1,600.00	$3,200.00	$2,500.00	$5,000.00	$2,280.00	$4,560.00
25	X5630008	CUT AND CAP EXISTING 8" WATER MAIN	EACH	2	$1,675.00	$3,350.00	$3,000.00	$6,000.00	$2,490.71	$4,981.43
26	X5630012	CUT AND CAP EXISTING 12" WATER MAIN	EACH	5	$1,850.00	$9,250.00	$4,000.00	$20,000.00	$3,067.14	$15,335.71
27	X5630706	CONNECTION TO EXISTING WATER MAIN, 6'	EACH	1	$4,050.00	$4,050.00	$6,000.00	$6,000.00	$5,322.71	$5,322.71
28	X5630712	CONNECTION TO EXISTING WATER MAIN, 12'	EACH	3	$4,575.00	$13,725.00	$7,500.00	$22,500.00	$6,849.29	$20,547.86
29	X6030310	FRAMES AND LIDS TO BE ADJUSTED (SPECIAL)	EACH	1	$900.00	$900.00	$1,100.00	$1,100.00	$852.86	$852.86
30	X7010216	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	1	$432,900.00	$432,900.00	$150,000.00	$150,000.00	$235,557.14	$235,557.14
31	Z0013798	CONSTRUCTION LAYOUT	L SUM	1	$14,200.00	$14,200.00	$26,433.55	$26,433.55	$21,519.08	$21,519.08
32	Z0019600	DUST CONTROL WATERING	UNIT	1	$500.00	$500.00	$500.00	$500.00	$3,977.43	$3,977.43
33	Z0056604	STORM SEWER (WATER MAIN REQUIREMENTS) 8 INCH	FOOT	45	$143.00	$6,435.00	$90.00	$4,050.00	$96.00	$4,320.00
34	Z0056608	STORM SEWER (WATER MAIN REQUIREMENTS) 12 INCH	FOOT	620	$188.00	$116,560.00	$110.00	$68,200.00	$122.14	$75,728.57
35	Z0056614	STORM SEWER (WATER MAIN REQUIREMENTS) 21 INCH	FOOT	45	$539.00	$24,255.00	$250.00	$11,250.00	$268.29	$12,072.86
36		CURB AND GUTTER REMOVAL AND REPLACEMENT	FOOT	500	$60.00	$30,000.00	$55.00	$27,500.00	$58.86	$29,428.57
37		PARKWAY RESTORATION	SQ YD	6200	$1.00	$6,200.00	$11.00	$68,200.00	$13.39	$83,035.71
38		CURED IN PLACE WATER MAIN LINING, 12"	FOOT	735	$369.00	$271,215.00	$350.00	$257,250.00	$318.43	$234,045.00
39		DRILL, HDPE WATER MAIN, 8"	FOOT	845	$325.00	$274,625.00	$350.00	$295,750.00	$220.43	$186,262.14
40		RETAINING WALL REMOVAL AND REPLACEMENT	SQ FT	50	$135.00	$6,750.00	$75.00	$3,750.00	$114.00	$5,700.00
41		LEAK DETECTION	L SUM	1	$7,400.00	$7,400.00	$1,625.00	$1,625.00	$6,375.00	$6,375.00
				AS READ TOTAL	$4,979,957.00		$5,555,555.55		N/A	
				TOTAL	$4,979,957.00		$5,555,555.55		$4,725,807.86	

REVIEW OF CONTRACTS

Awarding Agency: VOB

Type of Contract: Prof. Srvs. WM

Department: PW

Program/Account Number: 451-91000

Awarded Contract Price: $3,679,898.00

Budgeted Amount: $4,680.00.00

CONTRACT AMOUNT

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

NOTES

2024 Briarwood Lakes Water Main Improvements Project

DEPARTMENT DIRECTOR SIGNATURE

Name: Timothy O'Malley

Date: 3/4/24

INITIAL REVIEWING ATTORNEY SIGNATURE

Name:

Date:

APPROVED BY VILLAGE MANAGER

Name:

Date:

FINAL REVIEW AS TO FORM ATTORNEY SIGNATURE

Name:

Date:

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

1

Illinois Department of Transportation

Local Public Agency
Formal Contract Proposal

COVER SHEET

Proposal Submitted By:

Contractor's Name			
Mauro Sewer Construction, Inc.			
Contractor's Address	**City**	**State**	**Zip Code**
1251 Redeker Rd.	Des Plaines	IL	60016

STATE OF ILLINOIS

Local Public Agency	County	Section Number
Village of Oak Brook	DuPage	N/A

Route(s) (Street/Road Name)	Type of Funds
Various Streets - Watermain Improvements Project	Local

☐ Proposal Only ☒ Proposal and Plans ☐ Proposal only, plans are separate

Submitted/Approved
For Local Public Agency:

For a Municipal Project

Submitted/Approved/Passed

Signature & Date

Official Title

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Village of Oak Brook	DuPage	N/A	Various Streets - Watermain Im

PROPOSAL

1. Proposal of Mauro Sewer Construction Inc.
Contractor's Name
1251 Redeker Rd., Des Plaines, IL. 60016
Contractor's Address

2. The plans for the proposed work are those prepared by BLA, Inc.
and approved by the Department of Transportation on N/A.

3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the " Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.

4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.

5. The undersigned agrees to complete the work within N/A working days or by 10/31/2024 unless additional time is granted in accordance with the specifications.

6. The successful bidder at the time of execution of the contract will be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond of check shall be forfeited to the Awarding Authority.

7. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the products of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price. A bid may be declared unacceptable if neither a unit price nor a total price is shown.

8. The undersigned submits herewith the schedule of prices on BLR 12201 covering the work to be performed under this contract.

9. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12201, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.

10. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds will be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond, if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to: The Village of Oak Brook Treasurer of The Village of Oak Brook.
The amount of the check is five percent (5%).

Attach Cashier's Check or Certified Check Here

In the event that one proposal guaranty check is intended to cover two or more bid proposals, the amount must be equal to the sum of the proposal guaranties which would be required for each individual bid proposal. If the proposal guaranty check is placed in another bid proposal, state below where it may be found.

The proposal guaranty check will be found in the bid proposal for: Section Number _____.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Village of Oak Brook	DuPage	N/A	Various Streets - Watermain Im

SIGNATURES

(If an individual)

Bidder Signature & Date

Business Address

City | State | Zip Code

(If a partnership)

Firm Name

Signature & Date

Title

Business Address

City | State | Zip Code

Insert the Names and Addresses of all Partners

(If a corporation)

Corporate Name: Mauro Sewer Construction, Inc.

Signature & Date: 2/22/24

Title

Business Address: 1251 Redeker Rd.

City: Des Plaines | State: IL | Zip Code: 60016

Insert Names of Officers

President: Pasquale Mauro

Attest:

Kelly Catherine Martini

~~Secretary~~ Notary

"OFFICIAL SEAL"
KELLY CATHERINE MARTINI
Notary Public, State of Illinois
My Commission Expires 02/07/2027

Secretary

Pasquale Mauro

Treasurer

RETURN WITH BID

VILLAGE OF OAK BROOK

SCHEDULE OF PRICES

A bid will be declared unacceptable if neither a unit price nor total price is shown

County DuPage
Local Public Agency Village of Oak Brook
Section
Route Various Streets

Schedule for Multiple Bids

Combination Letter	Sections Included in Combinations	Total

Schedule for Single Bid

(For complete information covering these items, see plans and specifications)

Bidder's Proposal for making Entire Improvements

Item No.	Items	Unit	Quantity	Unit Price	Total
20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	26	30.00	780.00
20100210	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	96	45.00	4,320.00
20101000	TEMPORARY FENCE	FOOT	770	4.00	3,080.00
20101200	TREE ROOT PRUNING	EACH	23	120.00	2,760.00
20800150	TRENCH BACKFILL	CU YD	9000	32.00	287,000.00
28000400	PERIMETER EROSION BARRIER	FOOT	920	5.00	4,600.00
28000510	INLET FILTERS	EACH	80	150.00	12,000.00
44201XXX	CLASS D PATCHES, 6 INCH	SQ YD	5700	56.00	319,200.00
	PVC C-900 WATER MAIN, 8"	FOOT	7555	97.00	732,835.00
	PVC C-900 WATER MAIN, 12"	FOOT	3515	130.00	457,195.00
48301000	PROTECTIVE COAT	SQ YD	244	3.25	793.00
56105000	WATER VALVES 8"	EACH	21	3,000.00	63,000.00
56105200	WATER VALVES 12"	EACH	8	5,400.00	43,200.00
56400500	FIRE HYDRANTS TO BE REMOVED	EACH	25	600.00	15,000.00
56400620	FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX	EACH	26	8,800.00	228,800.00
60248900	VALVE VAULTS, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	29	3,000.00	87,000.00
67100100	MOBILIZATION	L SUM	1	15,000.00	15,000.00
X0325225	BRICK PAVEMENT REMOVAL AND REPLACEMENT	SQ FT	550	21.00	11,550.00
X0326806	WASHOUT BASIN	L SUM	1	1,500.00	1,500.00
X0327890	DRIVEWAY REMOVAL AND REPLACEMENT	SQ YD	1200	45.00	54,000.00
X1200015	VALVE VAULTS TO BE ABANDONED	EACH	25	325.00	8,125.00
X5620116	WATER SERVICE CONNECTION, 1" - SHORT	EACH	100	2,300.00	230,000.00
X5620118	WATER SERVICE CONNECTION, 1" - LONG	EACH	99	3,800.00	376,200.00
X5630006	CUT AND CAP EXISTING 6" WATER MAIN	EACH	2	1,000.00	2,000.00
X5630008	CUT AND CAP EXISTING 8" WATER MAIN	EACH	2	800.00	1,600.00
X5630012	CUT AND CAP EXISTING 12" WATER MAIN	EACH	5	1,100.00	5,500.00
X5630706	CONNECTION TO EXISTING WATER MAIN 6"	EACH	1	3,000.00	3,000.00
X5630712	CONNECTION TO EXISTING WATER MAIN 12"	EACH	3	6,750.00	20,250.00
X8030310	FRAMES AND LIDS TO BE ADJUSTED (SPECIAL)	EACH	1	1,200.00	1,200.00
X7010216	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	1	50,000.00	50,000.00
Z0013798	CONSTRUCTION LAYOUT	L SUM	1	15,000.00	15,000.00
Z0019600	DUST CONTROL WATERING	UNIT	1	15,000.00	15,000.00
Z0056604	STORM SEWER (WATER MAIN REQUIREMENTS) 8 INCH	FOOT	45	90.00	4,050.00
Z0056606	STORM SEWER (WATER MAIN REQUIREMENTS) 12 INCH	FOOT	620	100.00	62,000.00
Z0056614	STORM SEWER (WATER MAIN REQUIREMENTS) 21 INCH	FOOT	45	225.00	10,125.00
	CURB AND GUTTER REMOVAL AND REPLACEMENT	FOOT	800	65.00	52,000.00
	PARKWAY RESTORATION	SQ YD	6300	11.25	70,875.00
	CURED IN PLACE WATER MAIN LINING, 12"	FOOT	735	325.00	238,875.00
	DRILL, HOPE WATER MAIN, 8"	FOOT	840	160.00	134,400.00
	RETAINING WALL REMOVAL AND REPLACEMENT	SQ FT	50	100.00	5,000.00
	LEAK DETECTION	L SUM	1	10,000.00	10,000.00

TOTAL: $ 3,679,898.00

Bidder's Proposal for making Entire Improvements

	Item No.	Items	Unit	Quantity	Unit Price	Total
1	20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	25	$ 38.00	$ 950.00
2	20100210	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	96	$ 45.00	$ 4,320.00
3	20101000	TEMPORARY FENCE	FOOT	770	$ 4.00	$ 3,080.00
4	20101200	TREE ROOT PRUNING	EACH	23	$ 120.00	$ 2,760.00
5	20800150	TRENCH BACKFILL	CU YD	9000	$ 33.00	$ 297,000.00
6	28000400	PERIMETER EROSION BARRIER	FOOT	920	$ 5.00	$ 4,600.00
7	28000510	INLET FILTERS	EACH	60	$ 150.00	$ 9,000.00
8	44201XXX	CLASS D PATCHES, 6 INCH	SQ YD	5700	$ 56.00	$ 319,200.00
9		PVC C-900 WATER MAIN, 8"	FOOT	7555	$ 97.00	$ 732,835.00
10		PVC C-900 WATER MAIN, 12"	FOOT	3515	$ 139.00	$ 488,585.00
11	48301000	PROTECTIVE COAT	SQ YD	244	$ 3.25	$ 793.00
12	56105000	WATER VALVES 8"	EACH	21	$ 3,000.00	$ 63,000.00
13	56105200	WATER VALVES 12"	EACH	8	$ 5,400.00	$ 43,200.00
14	56400500	FIRE HYDRANTS TO BE REMOVED	EACH	25	$ 400.00	$ 10,000.00
15	56400820	FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX	EACH	26	$ 8,800.00	$ 228,800.00
16	60248900	VALVE VAULTS, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	29	$ 3,000.00	$ 87,000.00
17	67100100	MOBILIZATION	L SUM	1	$ 15,000.00	$ 15,000.00
18	X0325225	BRICK PAVEMENT REMOVAL AND REPLACEMENT	SQ FT	550	$ 21.00	$ 11,550.00
19	X0326806	WASHOUT BASIN	L SUM	1	$ 1,500.00	$ 1,500.00
20	X0327890	DRIVEWAY REMOVAL AND REPLACEMENT	SQ YD	1200	$ 45.00	$ 54,000.00
21	X1200015	VALVE VAULTS TO BE ABANDONED	EACH	25	$ 325.00	$ 8,125.00
22	X5620116	WATER SERVICE CONNECTION, 1" - SHORT	EACH	100	$ 2,300.00	$ 230,000.00
23	X5620118	WATER SERVICE CONNECTION, 1" - LONG	EACH	99	$ 3,800.00	$ 376,200.00
24	X5630006	CUT AND CAP EXISTING 6" WATER MAIN	EACH	2	$ 1,000.00	$ 2,000.00
25	X5630008	CUT AND CAP EXISTING 8" WATER MAIN	EACH	2	$ 800.00	$ 1,600.00
26	X5630012	CUT AND CAP EXISTING 12" WATER MAIN	EACH	5	$ 1,100.00	$ 5,500.00
27	X5630706	CONNECTION TO EXISTING WATER MAIN 6"	EACH	1	$ 3,000.00	$ 3,000.00
28	X5630712	CONNECTION TO EXISTING WATER MAIN 12"	EACH	3	$ 6,750.00	$ 20,250.00
29	X6030310	FRAMES AND LIDS TO BE ADJUSTED (SPECIAL)	EACH	1	$ 1,200.00	$ 1,200.00
30	X7010216	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	1	$ 50,000.00	$ 50,000.00
31	Z0013798	CONSTRUCTION LAYOUT	L SUM	1	$ 15,000.00	$ 15,000.00
32	Z0019600	DUST CONTROL WATERING	UNIT	1	$ 15,000.00	$ 15,000.00
33	Z0056604	STORM SEWER (WATER MAIN REQUIREMENTS) 8 INCH	FOOT	45	$ 90.00	$ 4,050.00
34	Z0056608	STORM SEWER (WATER MAIN REQUIREMENTS) 12 INCH	FOOT	620	$ 100.00	$ 62,000.00
35	Z0056614	STORM SEWER (WATER MAIN REQUIREMENTS) 21 INCH	FOOT	45	$ 225.00	$ 10,125.00
36		CURB AND GUTTER REMOVAL AND REPLACEMENT	FOOT	500	$ 65.00	$ 32,500.00
37		PARKWAY RESTORATION	SQ YD	6200	$ 11.25	$ 69,750.00
38		CURED IN PLACE WATER MAIN LINING, 12"	FOOT	735	$ 335.00	$ 246,225.00
39		DRILL, HDPE WATER MAIN, 8"	FOOT	845	$ 160.00	$ 135,200.00
40		RETAINING WALL REMOVAL AND REPLACEMENT	SQ FT	50	$ 100.00	$ 5,000.00
41		LEAK DETECTION	L SUM	1	$ 10,000.00	$ 10,000.00
					$	3,679,898.00

Illinois Department of Transportation

Affidavit of Availability

For the Letting of 02/22/24

Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, IL 62764

Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show NONE.

	1	2	3	4	Awards Pending	Accumulated Totals
Contract Number	2320	2324				
Contract With	Arlington Hts	Zion			Fox River Grove	
Estimated Completion Date	5/31/24	6/30/24			60 calendar days	
Total Contract Price	999,813.25	1,811,945.00			998,981.00	→
Uncompleted Dollar Value if Firm is the Prime Contractor	999,813.25	1,811,945.00			998,981.00	→
Uncompleted Dollar Value if Firm is the Subcontractor						
					Total Value of All Work	→

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

Earthwork						
Portland Cement Concrete Paving						
HMA Plant Mix						
HMA Paving						
Clean & Seal Cracks/Joints						
Aggregate Bases, Surfaces						
Highway, R.R., Waterway Struc.						
Drainage	773967.00	TBD			TBD	
Electrical						
Cover and Seal Coats						
Concrete Construction						
Landscaping						
Fencing						
Guardrail						
Painting						
Signing						
Cold Milling, Planning, Rotomilling						
Demolition						
Pavement Markings (Paint)						
Other Construction (List)						
Totals	773967.00	TBD			TBD	

Disclosure of this information is REQUIRED to accomplish the statutory purpose as outlined in the "Illinois Procurement Code." Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

Part III. Work Subcontracted to Others.

For each contract described in Part I, list all the work you have subcontracted to others.

	1	2	3	4	Awards Pending
Subcontractor	Ruantenman	TBD			
Type of Work	Asphalt	Asphalt			
Subcontract Price	184,961.25	TBD			
Amount Uncompleted	184,961.25	TBD			
Subcontractor	Comin	TBD			
Type of Work	Landscape	Landscape			
Subcontract Price	40,885.00	TBD			
Amount Uncompleted	40,885.00	TBD			
Subcontractor	TBD	TBD			
Type of Work	Concrete	Concrete			
Subcontract Price	TBD	TBD			
Amount Uncompleted	TBD	TBD			
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	225,846.25	TBD			TBD

Notary

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates.

Officer or Director: Pasquale Mauro

Title: President

Signature: [signature] Date: 2/26/24

Company: Mauro Sewer Construction, Inc.

Address: 1251 Redeker Rd.

City: Des Plaines State: IL Zip Code: 60016

Subscribed and sworn to before me this 26th day of February, 2024

Kelly Catherine Martini
(Signature of Notary Public)

My commission expires 2/7/27

"OFFICIAL SEAL"
KELLY CATHERINE MARTINI
Notary Public, State of Illinois
My Commission Expires 02/07/2027

(Notary Seal)

☐ Add pages for additional contracts

Illinois Department of Transportation

Affidavit of Availability

For the Letting of 02/22/24

Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, IL 62764

Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show NONE.

	1	2	3	4	Awards Pending	Accumulated Totals
Contract Number					Lake County	
Contract With					Groundwork	
Estimated Completion Date					110 calendar days.	
Total Contract Price					1,879,975.00	5,690,714.25
Uncompleted Dollar Value if Firm is the Prime Contractor					1,879,975.00	5,690,714.25
Uncompleted Dollar Value if Firm is the Subcontractor						
					Total Value of All Work	5,690,714.25

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

Earthwork						
Portland Cement Concrete Paving						
HMA Plant Mix						
HMA Paving						
Clean & Seal Cracks/Joints						
Aggregate Bases, Surfaces						
Highway, R.R., Waterway Struc.						
Drainage					TBD	
Electrical						
Cover and Seal Coats						
Concrete Construction						
Landscaping						
Fencing						
Guardrail						
Painting						
Signing						
Cold Milling, Planning, Rotomilling						
Demolition						
Pavement Markings (Paint)						
Other Construction (List)						
Totals					TBD	

Disclosure of this information is REQUIRED to accomplish the statutory purpose as outlined in the "Illinois Procurement Code." Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

Part III. Work Subcontracted to Others.

For each contract described in Part I, list all the work you have subcontracted to others.

	2	3	4	Awards Pending	1
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted				TBD	

Notary

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates.

Officer or Director: Pasquale Mauro

Title: President

Signature: [signature] Date: 2/26/24

Company: Mauro Sewer Construction, Inc.

Address: 1251 Redeker Rd.

City: Des Plaines State: IL Zip Code: 60016

Subscribed and sworn to before me this 26th day of February, 2024

Kelly Catherine Martini
(Signature of Notary Public)

My commission expires 2/7/27

"OFFICIAL SEAL"
KELLY CATHERINE MARTINI
Notary Public, State of Illinois
My Commission Expires 02/07/2027

(Notary Seal)

☐ Add pages for additional contracts

Illinois Department of Transportation

Local Public Agency Proposal Bid Bond

Local Public Agency	County	Section Number
Village of Oak Brook	DuPage	N/A

WE, Mauro Sewer Construction, Inc. as PRINCIPAL, and Arch Insurance Company as SURETY, are held jointly, severally and firmly bound unto the above Local Public Agency (hereafter referred to as "LPA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids, whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LPA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LPA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LPA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LPA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LPA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 22nd (Day) of February, 2024 (Month and Year)

Principal

Company Name: Mauro Sewer Construction, Inc.

Signature & Date: By: 2/22/24

Title: Pasquale Mauro, President

Company Name: N/A

Signature & Date: By:

Title:

(If Principal is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed.)

Surety

Name of Surety: Arch Insurance Company

Signature of Attorney-in-Fact Signature & Date: By: James Tragos, Attorney-in-Fact

STATE OF IL

COUNTY OF

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

Given under my hand and notarial seal this 22nd (Day) day of February, 2024 (Month and Year).

Notary Public Signature & Date 2-22-24

Kelly Catherine Martini

Date commission expires 2-7-27

(SEAL, if required by the LPA)

"OFFICIAL SEAL"
KELLY CATHERINE MARTINI
Notary Public, State of Illinois
My Commission Expires 02/07/2027

BLR 12230 (Rev. 01/19/23)

Completed 11/09/23

14

Local Public Agency	County	Section Number
Village of Oak Brook	DuPage	N/A

ELECTRONIC BID BOND

☐ **Electronic bid bond is allowed (box must be checked by LPA if electronic bid bond is allowed)**

The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LPA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)

Electronic Bid Bond ID Code

Company/Bidder Name 2-22-24

Mauro Sewer Construction, Inc.

Signature & Date

✓

Title

Pasquale Mauro, President

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.
Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:
That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Chris Bassler, James Tragos, Monical Kalman and Roneelynn Keift of Northbrook, IL (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding One Hundred Fifty Million Dollars ($150,000,000.00). This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on August 31, 2022, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:
"**VOTED**, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on August 31, 2022:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on August 31, 2022, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. **In Testimony Whereof**, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 7th day of December, 2023.

Attested and Certified

Regan A. Shulman, Secretary

Arch Insurance Company CORPORATE SEAL 1971 Missouri

Arch Insurance Company

Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, **Michele Tripodi**, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

Commonwealth of Pennsylvania - Notary Seal
MICHELE TRIPODI, Notary Public
Philadelphia County
My Commission Expires July 31, 2025
Commission Number 1168622

Michele Tripodi, Notary Public
My commission expires 07/31/2025

CERTIFICATION
I, **Regan A. Shulman**, Secretary of the Arch Insurance Company, do hereby certify that the attached **Power of Attorney dated** December 7, 2023 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.
IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 22nd day of February, 20 24.

Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:
Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102

Arch Insurance Company CORPORATE SEAL 1971 Missouri

To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com
Please refer to the above named Attorney-In-Fact and the details of the bond to which the power is attached.

Illinois Department of Transportation

Apprenticeship and Training Program Certification

Local Public Agency	County	Street Name/Road Name	Section Number
Village of Oak Brook	DuPage	Various Streets	N/A

All contractors are required to complete the following certification

☒ For this contract proposal or for all bidding groups in this deliver and install proposal.

☐ For the following deliver and install bidding groups in this material proposal.

Illinois Department of Transportation policy, adopted in accordance with the provisions of the Illinois Highway Code, requires this contract to be awarded to the lowest responsive and responsible bidder. The award decision is subject to approval by the Department. In addition to all other responsibility factors, this contract or deliver and install proposal requires all bidders and all bidder's subcontractors to disclose participation in apprenticeship or training programs that are (1) approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training, and (2) applicable to the work of the above indicated proposals or groups. Therefore, all bidders are required to complete the following certification:

1. Except as provided in paragraph 4 below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.

2. The undersigned bidder further certifies, for work to be performed by subcontract, that each of its subcontractors either (A) is, at the time of such bid, participating in an approved, applicable apprenticeship or training program; or (B) will, prior to commencement of performance of work pursuant to this contract, establish participation in an approved apprenticeship or training program applicable to the work of the subcontract.

3. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. Types of work or craft that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

Chicagoland Laborer's Training & Apprenticeship Program
Operating Engineers Local #150

4. Except for any work identified above, if any bidder or subcontractor shall perform all or part of the work of the contract or deliver and install proposal solely by individual owners, partners or members and not by employees to whom the payment of prevailing rates of wages would be required, check the following box, and identify the owner/operator workforces and positions of ownership. ☐

N/A

The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. The Department at any time before or afterward may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. In order to fulfill the participation requirement, it shall not be necessary that any applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this contract or deliver and install proposal.

Bidder	Signature & Date
Mauro Sewer Construction, Inc.	2/22/24
Title	
President	

Address	City	State	Zip Code
1251 Redeker Rd.	Des Plaines	IL	60016

Illinois Department of Transportation

Affidavit of Illinois Business Office

Local Public Agency	County	Street Name/Road Name	Section Number
Village of Oak Brook	DuPage	Various Streets	N/A

I, Pasquale Mauro (Name of Affiant) of Des Plaines (City of Affiant), IL (State of Affiant), being first duly sworn upon oath, state as follows:

1. That I am the President (Officer or Position) of Mauro Sewer Construction (Bidder)

2. That I have personal knowledge of the facts herein stated.

3. That, if selected under the proposal described above, Mauro Sewer Construction (Bidder), will maintain a business office in the State of Illinois, which will be located in Cook (County) County, Illinois.

4. That this business office will serve as the primary place of employment for any persons employed in the construction contemplated by this proposal.

5. That this Affidavit is given as a requirement of state law as provided in Section 30-22(8) of the Illinois Procurement Code.

Signature & Date: 2/22/24

Print Name of Affiant: Pasquale Mauro

Notary Public

State of IL

County Cook

Signed (or subscribed or attested) before me on 2/22/24 (date) by

Pasquale Mauro (name/s of person/s), authorized agent(s) of

Mauro Sewer Construction, Inc. (Bidder)

"OFFICIAL SEAL"
KELLY CATHERINE MARTINI
Notary Public, State of Illinois
My Commission Expires 02/07/2027

(SEAL)

Notary Public Signature & Date: Kelly Catherine Martini

My commission expires 2/7/2027

ITEM 8.A.6.
BOARD OF TRUSTEES MEETING
SAMUEL E. DEAN BOARD ROOM
BUTLER GOVERNMENT CENTER
1200 OAK BROOK ROAD
OAK BROOK, ILLINOIS
630-368-5000

AGENDA ITEM

Board of Trustees Regular Meeting
of
March 12, 2024

SUBJECT: DuPage Convention and Visitor's Bureau Partner Contract

FROM: Greg Summers, Village Manager

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

RECOMMENDED MOTION: I move to approve Resolution R-2195, "Authorizing and Approving the 2024 Municipal Partner Contract with the DuPage Convention and Visitor's 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.

The Village of Oak Brook is a member of the DuPage Convention and Visitor's Bureau (DCVB) implements county-wide tourism marketing initiatives, including campaigns, grant programs, and participation at trade shows. The DCVB seeks to highlight the unique attractions and amenities of the entire County and specifically the Village of Oak Brook. Their efforts 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 25% of 1%, of the actual amount of Hotel Tax collected. Therefore, the dues have been estimated and budgeted at $130,000 for 2024.

Membership dues for the DCVB are then matched by State's LTCB grant program. These funds amplify the impact of the DCVB efforts further benefitting the Hotels of Oak Brook and local businesses. The State's program is contingent upon securing signed contracts by the participating municipalities.

Staff polled the Hotel Committee representatives from each of the seven Hotels of Oak Brook with all seven indicating their support for continued membership in DCVB.

Recommendation:

Staff recommends that the Village Board approve Resolution R-2195, “Authorizing and Approving the 2024 Municipal Partner Contract with the DuPage Convention and Visitor’s Bureau"

Attachments:

1. Res No. R-2195
2. DCVB Contract__

THE VILLAGE OF OAK BROOK

COOK AND DUPAGE COUNTIES, ILLINOIS

RESOLUTION

NUMBER 2024-BGC-DCVB-CNTRCT-R-2195

A RESOLUTION AUTHORIZING AND APPROVING THE 2024 MUNICIPAL PARTNER CONTRACT WITH THE DUPAGE CONVENTION AND VISITOR'S 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 12th day of March 2024

RESOLUTION NO. 2024-BGC-DCVB-CNTRCT-R-2195

A RESOLUTION
AUTHORIZING AND APPROVING THE 2024 MUNICIPAL PARTNER CONTRACT WITH THE DUPAGE CONVENTION AND VISITOR'S 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 Visitor's Bureau ("DCVB"), which through their 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 2024 Municipal Partner Contract (the "Agreement") with the DuPage Convention and Visitor's 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 approves the Agreement, substantially in the form attached hereto and made a part hereof as Exhibit A.

Section Three – Authorization and Direction

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

Section Four - Other Actions Authorized

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

Section Five - Authorization of Expenditures

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

Section Six - Acts of Village Officials

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

Section Seven – Effective Date

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

Section Eight - Publication

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

Section Nine – Conflict Clause

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

Section Ten – Saving Clause

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

Section Eleven – Recording

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

PASSED THIS 12th day of March 2024.

Ayes: _____

Nays: _____

Absent: _____

APPROVED THIS 12th day of March 2024.

_____
LAURENCE E. HERMAN,
Village President

ATTEST:

_____
NETASHA SCARPINITI,
Village Clerk

EXHIBIT A

Agreement

DUPAGE COUNTY
CONVENTION & VISITORS BUREAU

November 16, 2023

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 second year of planning and in partnership with Medinah Country Club and PGA Tour of America, continued efforts to target the international market sector to secure overnight visitation for the 2026 Presidents Cup. 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, USA Artistic Swimming, USA Water Polo, USBC, TNBA Bowling, USA Pickleball and more. To date, over 75,000 hotel rooms are in the CVB database for sports.
- In partnership with the College of DuPage and the McAninch Arts Center, the county and our communities welcomed over 50,000+ guests for the Andy Warhol exhibit. With The MAC's leadership, community partners planned civic participation and activations like never before. DCVB worked with the Department of Commerce and Economic Opportunity to secure tourism grants to aid in the execution of the exhibit.

At the DCVB Board of Director's recommendation, included is a municipal program outline and contractual agreement rather than the usual promissory note. This document serves the same function--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 a portion of the $2.9 billion visitor market. Please sign the attached letter and return it to Margo Pasek at margo@discoverdupage.com by November 30, 2023.

DCVB will continue to promote your community through targeted leisure and business campaigns, in person and virtually at 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. Again, 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

DUPAGE COUNTY
CONVENTION & VISITORS BUREAU

MUNICIPAL PARTNERSHIP AGREEMENT
Fiscal Year 2024

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.

DUPAGE COUNTY
CONVENTION & VISITORS BUREAU

- 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, 2023. 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: _____

DUPAGE COUNTY
CONVENTION & VISITORS BUREAU

Municipality Program

As the state's second biggest generator of tourism visitation and revenues, DuPage County and its communities have a significant opportunity to harness the power of this sector of the economy. Currently, DCVB is supported by 18 communities who have joined hands in destination development through DCVB partnership. As DuPage County's state certified destination marketing organization, DCVB is committed to providing the following services to its municipal partners.

Industry Leadership
The DCVB realizes the critical juncture partners face as tourism evolves and is committed to working with leadership at all levels to ensure comprehensive success.

- Partnership in economic development, aligning initiatives, programs, and opportunity to serve the industry, businesses, and residents.
- Partnerships in community/governmental organizations through DuPage County Board, DuPage County Economic Development committee, Choose DuPage, DuPage Mayors and Managers Conference, and more.
- Educational and lobbying efforts on behalf of DuPage County and the tourism industry in Illinois by DCVB Executive Director including meetings with Illinois General Assembly in Springfield, as well as federal legislators in Washington D.C. in partnership with the Illinois Hotel & Lodging Association.
- Municipal representation by DCVB Executive Director who serves on the executive boards and legislative committees of the Illinois Council of Convention & Visitors Bureaus and Chicago Plus consortium.

Strategic Planning
Representing one of the largest suburban hotel markets in the United States, DuPage County and its communities have a significant opportunity to generate economic activity by ensuring a thriving DuPage visitor industry.

- Data-driven planning to address regional challenges and the need to grow DuPage's footprint in the Illinois market.
- County-wide market analysis and municipal-specific reporting.
- DCVB Annual Meeting to highlight major initiatives of relevance to municipalities and their businesses.
- Accessibility to STR, Symphony reports, research, and product development studies in the hospitality industry.
- Partner in identifying and securing grant opportunities through DCEO to advance DuPage County tourism product.

Annual Account Review
DCVB will conduct an hour-long, in-person review with elected officials and staff that includes:

- Highlight of sales efforts and numbers, including RFPs, leads generated, room nights, convention services, and economic impact.
- Matching grant and funding request updates, with economic impact numbers.

- STR, Symphony data, and economic impact reports as well as market-specific opportunities.
- Trade show opportunities and prospecting efforts for the region.
- DCVB efforts on behalf of the community: marketing, social, and promotional efforts including regional and featured highlights.
- DuPage Sports Commission review for upcoming group tournaments or events.
- Special event update as appropriate.
- State of the State cooperative updates.

Sales

- Leads for group meetings, sports, or tour and travel packages for your community.
- Access to DuPage Tourism Grant, a matching municipal/DCVB grant to win group business for meeting venues that has secured an additional $21 million in hotel revenues since grant launch in 2016.
- Access to MeetingMax, an event booking service used to help retain visitor expenditure dollars in DuPage for supported events and festivals.
- Strategic partner in the DuPage Sports Commission, set up as a 501c3 in 2020. Ability to partner in growth to achieve a fully realized sports tourism program.
- First opportunity at trade show participation at marketplaces of meeting professionals.
- Participation in the convention services program, which provides welcome services for groups visiting DuPage and is designed to help drive business to municipal restaurants and shops.
- Municipal partners have the first opportunity to participate in Familiarization Tours offered to group, sports, and reunion planners.

International Sales:

- Only Chicagoland suburban destination participating in international sales; participate in marketing coop opportunities as appropriate with Illinois Office of Tourism's programs, targeting Asia, Europe, and Latin America. International visitors spend up to four times as much as domestic.
- In partnership with PGA TOUR and Medinah Country Club, lead the strategy and promotion of unique luxury packages to international wholesale market catalogs in preparation for the 2026 Presidents Cup.
- Support IOT and Choose Chicago in hosting 2025 IPW with DuPage presence; site tours and pre and post fam tours to highlight DuPage's international product.
- Ability to participate in hosting familiarization tours in partnership with Brand USA, Great Lakes USA, and the Illinois Office of Tourism.
- Dedicated salesperson for international market to include FIT and MICE; representation at international trade shows and sales missions, targeting receptives, tour operators, travel agents, travel media, and social influencers.
- Support local efforts of Route 66 product development per Illinois Office of Tourism's grant program.
- Inclusion in customized itineraries in international publications.
- Invitations to VIP receptions for consulate generals or other dignitaries.
- Inclusion in DuPage Discovery Tours, a cultural/English immersion program for foreign students.

Marketing Initiatives

- Unifying voice for sizable and diverse county; marketing program maximizes efforts to build awareness of and drive visitation to DuPage County and partner municipalities through targeted initiatives.
- Continual trend analysis and alignment with consumer sentiment and projected forecasts.
- Comprehensive campaigns across all mediums through user-generated content and authentic storytelling.
- Professionally managed and successful social media program; thoughtfully crafted municipal-specific content and thematic integration; additional offerings include TikTok videos, social influencer initiatives, Facebook Takeover program, Member Spotlight videos, and more.
- Professional expertise of a PR consultant and marketing strategist to optimize content efforts and audience engagement.
- Opportunity to participate in pay-to-play cooperative advertising with state marketing efforts, including access to matching grant funds, saving up to 50% of gross advertising costs.
- Enhanced exposure for supporting municipalities through search engine optimization (SEO) to visitors looking for activities in your area through the CVB's links.
- Appropriate inclusion in monthly and seasonal promotional and integrated campaigns.
- Access to post on the DCVB's online Calendar of Events, the most heavily trafficked page on DiscoverDuPage.com.

Publications & Promotions

Inclusion in all DuPage CVB publications, garnering over 550,000 requests last year. Membership listings and municipality feature segments in annual publications.

- DuPage Visitors Guide, the official guide for DuPage County with a circulation of 50,000 distributed at Tollway kiosks in Illinois and Indiana, in hotels, Union Station, Midway and other targeted locations.
- Interactive, online visitors guide on www.discoverdupage.com with more than 1 million visits annually.
- Area Sales Proposals' *Facilities at a Glance*, including specs and amenities for appropriate meeting spaces.
- Digital fulfillment for partner municipalities, with reciprocal links to maximize SEO and to drive visitors to municipal websites.

State and Regional Partnerships

As the only state certified marketing destination organization for the county, the DCVB is your official liaison to the Illinois Office of Tourism, ensuring that state tourism dollars are being matched locally and leveraging the ability of municipalities to gain access to the visitor audience.

- Ability for media pitch on state's site in all PR efforts through state's agencies, OKRP and TimeZoneOne and all social media pushes where appropriate.
- Exposure on all Illinois tourism micro-sites for specific market segments, including sports, group, and corporate meetings.
- Online Event Promotions – appropriate events submitted through the member portal will be forwarded to the state for possible inclusion on www.enjoyillinois.com and www.visitchicagoland.com.

- Promotions through the DCVB's public relations efforts with local, regional and Chicagoland organizations.

General Benefits

- Five complimentary business memberships with DCVB.
- Link on home page and unique municipal landing page on www.DiscoverDuPage.com, which receives over half-a-million unique visits.
- Complimentary reciprocal chamber partnership.
- Networking opportunities and referrals through DCVB channels.
- Opportunity to participate in member-only events.

DCVB has partnered with several communities to provide additional municipal program oversight and administration. Please discuss with DCVB Executive Director for further information.

ITEM 8.A.7.
BOARD OF TRUSTEES MEETING
SAMUEL E. DEAN BOARD ROOM
BUTLER GOVERNMENT CENTER
1200 OAK BROOK ROAD
OAK BROOK, ILLINOIS
630-368-5000

AGENDA ITEM

Board of Trustees Regular Meeting
of
March 12, 2024

SUBJECT: Implementation of DEA Task Force Officer

FROM: Brian Strockis, Chief of Police

BUDGET SOURCE/BUDGET IMPACT: NA

RECOMMENDED MOTION: I move to approve Resolution R-2196 authorizing and approving an agreement with the United States Department of Justice, Drug Enforcement Administration for the Implementation of DEA Task Force Officer

Background/History:
The Police Department previously assigned a Task Force Officer to the Illinois Secretary of State Police Auto Theft Task Force, which assignment expired at the end of 2023. The SOS task force assignment was timely as the department was experiencing a large amount of auto theft and the Task Force Officer's salary was reimbursed by the State of Illinois. Other than salary reimbursement, there was no potential for asset forfeiture through the Secretary of State Auto Theft Task Force.

Conversely, the DEA Task Force is competitive and highly sought after by police agencies due to the significant potential for asset forfeiture. Continuing to establish working relationships with federal law enforcement partners is a goal for the police department. This assignment affords an Oak Brook officer the ability to develop a unique investigative skill set which benefits the department as a whole. Overtime for the DEA Task Force Officer is reimbursed to the Village and the Chief of Police can direct this Officer to return to his regular duty assignment for any amount of time based on operational needs.

Recommendation:
Staff requests that the Village Board approve the attached agreement with the United States Department of Justice, Drug Enforcement Administration for the Implementation of DEA Task Force Officer

Attachments:

1. Res No. R-2196
2. FY 2024-2026 Program Funded TFA - Oak Brook Police Department

THE VILLAGE OF OAK BROOK

COOK AND DUPAGE COUNTIES, ILLINOIS

RESOLUTION

NUMBER 2024-PD-DEA-R-2196

A RESOLUTION AUTHORIZING AND APPROVING AN AGREEMENT WITH THE UNITED STATES DEPARTMENT OF JUSTICE, DRUG ENFORCEMENT ADMINISTRATION FOR THE IMPLEMENTATION OF A DEA TASK FORCE OFFICER FROM THE OAK BROOK POLICE DEPARTMENT

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

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

Village Board

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

RESOLUTION NO. 2024-PD-DEA-R-2196

A RESOLUTION
AUTHORIZING AND APPROVING AN AGREEMENT WITH THE UNITED STATES DEPARTMENT OF JUSTICE, DRUG ENFORCEMENT ADMINISTRATION FOR THE IMPLEMENTATION OF A DEA TASK FORCE OFFICER FROM THE OAK BROOK POLICE DEPARTMENT

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 police department previously assigned a Task Force Officer to the Illinois Secretary of State Police Auto Theft Task Force which expired at the end of 2023, but proved to be valuable to the Department;

WHEREAS, the DEA Task Force is competitive and highly sought after by police agencies due to the significant potential for asset forfeiture;

WHEREAS, Staff recommends the Corporate Authorities authorize and approve the Program- Funded State and Local Task Force Agreement (the "Agreement") with the United States Department of Justice, Drug Enforcement Administration ("DEA") for the implementation of a DEA Task Force Officer, substantially in the form attached hereto and incorporated herein as Exhibit A;

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

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

Section One – Recitals

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

Section Two – Approval

The Corporate Authorities hereby approves the Agreement, substantially in the form attached hereto and made a part hereof as Exhibit A.

Section Three – Authorization and Direction

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

such changes therein as shall be approved by the Village attorney and the officials of the Village executing the same, their execution thereof to constitute exclusive evidence of their approval to any and all changes or revisions therein from and after the execution and delivery of such Agreement.

Section Four - Other Actions Authorized

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

Section Five - Authorization of Expenditures

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

Section Six - Acts of Village Officials

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

Section Seven – Effective Date

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

Section Eight - Publication

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

Section Nine – Conflict Clause

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

Section Ten – Saving Clause

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

Section Eleven – Recording

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

PASSED THIS 12th day of March 2024.

Ayes: _____

Nays: _____

Absent: _____

APPROVED THIS 12th day of March 2024.

_____
LAURENCE E. HERMAN,
Village President

ATTEST:

_____
NETASHA SCARPINITI,
Village Clerk

EXHIBIT A

Agreement

PROGRAM - FUNDED STATE AND LOCAL TASK FORCE AGREEMENT

This agreement is made this 4th day of January, 2024, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the Oak Brook Police Department ORI# IL0221500 (hereinafter "parent agency"). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 USC § 873.

WHEREAS there is evidence that trafficking in narcotics and dangerous drugs exists in the Chicagoland area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of Illinois, the parties hereto agree to the following:

1 The Chicago Field Division (CFD) Task Force will perform the activities and duties described below:

   a. disrupt the illicit drug traffic in the Chicagoland area by immobilizing targeted violators and trafficking organizations;

   b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and

   c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Illinois.

2 To accomplish the objectives of the CFD Task Force, the parent agency agrees to detail one (1) experienced officer to the CFD Task Force for a period of not less than two years. During this period of assignment, the parent agency officer will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.

3 The parent agency officer assigned to the Task Force shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the CFD Task Force.

4 The parent agency officer assigned to the Task Force shall be deputized as Task Force Officer of DEA pursuant to 21 USC § 878.

5 To accomplish the objectives of the CFD Task Force, DEA will assign eight (8) Special Agents to the Task Force. The parent agency agrees to provide and maintain a vehicle for use for each of its assigned Task Force Officers-. DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and parent agency officer assigned to the Task Force. This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items.

6 During the period of assignment to the CFD Task Force, the parent agency will remain responsible for establishing the salary and benefits, including overtime, of the officer

assigned to the Task Force, and for making all payments due them. DEA will,subject to availability of funds, reimburse the parent agency for overtime payments. Annual overtime for each state and local law enforcement officer is capped at the equivalent to 25% of the salary of a GS-12, step 1, of the general pay scale for the rest of the United States. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and submission of a proper request for reimbursement which shall be submitted monthly or quarterly on a fiscal year basis, and which provides the names of investigators who incurred overtime for DEA during invoiced period, the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator, and the total cost for the invoiced period. The parent agency will bill overtime as it is performed and no later than 60 days after the end of each quarter in which the overtime is performed. . ***Note: Task Force Officer's overtime "shall not include any costs for benefits, such as retirement, FICA, and other expenses."***

7 In no event will the parent agency charge any indirect cost rate to DEA for the administration or implementation of this agreement.

8 The parent agency shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.

9 The parent agency shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The parent agency shall maintain all such reports and records until all audits and examinations are completed and resolved, or for a period of six (6) years after termination of this agreement, whichever is later.

10 The parent agency shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.

11 The parent agency agrees that an authorized officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. The parent agency acknowledges that this agreement will not take effect and no Federal funds will be awarded to the parent agency by DEA until the completed certification is received.

12 When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, the parent agency shall clearly state: (1) the percentage of the total cost of the

program or project which will be financed with Federal money and (2) the dollar amount of Federal funds for the project or program.

13 The term of this agreement shall be effective from the date in paragraph number one until September 30, 2026. This agreement may be terminated by either party on thirty days' advance written notice. DEA's support to the Task force, including reimbursement of overtime, is subject to the availability of funds on a fiscal year basis (October 1 through September 30 of the next year). Billing for all outstanding obligations must be received by DEA within 60 days of the end of the fiscal year or within 60 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by parent agency during the term of this agreement on a fiscal year basis, subject to the availability of funds.

For the Drug Enforcement Administration:

SHEILA LYONS

Digitally signed by SHEILA LYONS
Date: 2024.01.11 10:16:08 -06'00'

Date: 01/11/2024

Sheila Lyons
Special Agent in Charge

For the Oak Brook Police Department:

Date: 1/5/24

Brian Strockis
Chief of Police

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this from. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Department and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Prt 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510-

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The dangers of drugs abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug- free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site (s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, country, state, zip code)

Check ☐ if there are workplace on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in condition any activity with the grant; and

B. If convinced of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

Oak Brook Police Department
1200 Oak Brook Road
Oak Brook, Illinois 60523

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

Brian Strockis, Chief of Police

5. Signature

6. Date

1/5/24

ITEM 8.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
March 12, 2024

SUBJECT: Purchase of four Spike Stinger automatic spike strip systems

FROM: Brian Strockis, Chief of Police

BUDGET SOURCE/BUDGET IMPACT: Account 621-90200 / $20,000.00

RECOMMENDED MOTION: I move to approve Resolution R-2197 authorizing the purchase of four Spike Stinger automatic spike strip units with accessories for a total not to exceed $20,000.00.

Background/History:
The Police Department researched and obtained a grant from the Attorney General's Organized Retail Crime Grant Program. The grant funds obtained totaled $150,000.00 (FY 2024, Grant 24-01700ORC) of which $75,000.00 was specifically allocated for new equipment. These funds need to be expended by June 30, 2024, to meet grant requirements. The Police Department currently has one Spike Stinger automatic spike strip which was purchased in 2023 with grant funding and this Resolution is to purchase four additional units. This technology allows officers to deploy spike strips at a safer distance than traditional spike strips by utilizing a hand held remote.

Spike strips are not only an effective tool in the apprehension of fleeing suspects, but also an excellent pursuit mitigation tool. The Police Department had nineteen vehicle pursuits in 2022, thirty in 2023 and six YTD in 2024. When successfully deployed, spike strips disable the tires of a fleeing vehicle, reducing the risk of vehicle pursuits and subsequent potential for injuries and property damage.

The quote obtained from T&P (Spike Stinger) for the purchase of these four units includes a significant discount of $11,752.28. This discount has been offered as Oak Brook was the first department in Illinois to purchase this technology and surrounding agencies have since followed our lead and purchased Spike Stinger systems.

Recommendation:

Staff requests approval from the Village Board to purchase four Spike Stinger automatic spike strips and accessories for a total not to exceed $20,000.00, pending final attorney review and Village Manager signature.

Attachments:

1. Res No. R-2197
2. Oak Brook quote 15-02-24

THE VILLAGE OF OAK BROOK

COOK AND DUPAGE COUNTIES, ILLINOIS

RESOLUTION

NUMBER 2024-PD-EQ-PO-R-2197

A RESOLUTION
AUTHORIZING AND APPROVING A PURCHASE ORDER FOR SPIKE STINGER AUTOMATIC SPIKE STRIP UNITS FOR THE OAK BROOK POLICE DEPARTMENT

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

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

Village Board

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

RESOLUTION NO. 2024-PD-EQ-PO-R-2197

A RESOLUTION
AUTHORIZING AND APPROVING A PURCHASE ORDER FOR SPIKE STINGER AUTOMATIC SPIKE STRIP UNITS FOR THE OAK BROOK POLICE DEPARTMENT

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 Police Department has obtained a grant from the Attorney General's Organized Retail Crime Grant Program totaling $150,000, of which $75,000 to be allocated for new equipment;

WHEREAS, Staff recommends the Corporate Authorities authorize and approve the allocation of $20,000 of grant funding for the purchase of four Spike Stinger automatic spike trap units with related accessories from T & P, as detailed in the quote, attached hereto and incorporated herein as Exhibit A;

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

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

Section One – Recitals

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

Section Two – Approval

The Corporate Authorities hereby approves the Purchase Order, substantially in the form attached hereto and made a part hereof as Exhibit A.

Section Three – Authorization and Direction

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

Section Four - Other Actions Authorized

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

Section Five - Authorization of Expenditures

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

Section Six – Waiver of Bidding Process

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

Section Seven - Acts of Village Officials

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

Section Eight – Effective Date

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

Section Nine - Publication

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

Section Ten – Conflict Clause

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

Section Eleven – Saving Clause

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

Section Twelve – Recording

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

PASSED THIS 12th day of March 2024.

Ayes: _____

Nays: _____

Absent: _____

APPROVED THIS 12th day of March 2024.

_____
LAURENCE E. HERMAN,
Village President

ATTEST:

_____
NETASHA SCARPINITI,
Village Clerk

EXHIBIT A

Purchase Order

Village of Oak Brook Police Department
1200 Oak Brook Road
Oak Brook Illinois 60523
Attn : Mr. Brian Strockis , Chief of Police

Date: 15-02-2024

Quote

Quotenumber:2024115

Hereby we make you a quote for delivery off:

- 1 pcs ss 3	8,703.48
- 1 solar panel and external batterie for ss3	1,304.00
- 2 pcs ss 2	12,179.42
- 1 pcs ss 1	5,990,38
- 500 extra spikes	2,600.00
	30.777,28
Transport	975,00
	31,752.28

Discount: 11,752.28

Total price including transport / excl. VAT : USD 20,000.00

We trust on it that we make you a very good offer. We do have everything in stock and are able to deliver in 2 weeks

Regards,

Technics & Production BV
Netherlands
Erik van Herk ceo

ITEM 8.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
March 12, 2024

SUBJECT: IDOT–Intergovernmental Agreement (IGA) for the IL56 Smart Corridor Traffic Signal Improvement.

FROM: Tim O'Malley, Interim Public Works Director

BUDGET SOURCE/BUDGET IMPACT: $173,000 was budgeted in Account 461- 90700, the remaining excess costs will be reallocated from savings from other capital projects that come in below budget.

RECOMMENDED MOTION: I move that the Village Board approve Resolution R-2198, Approving and Authorizing an Intergovernmental Agreement By and Between the Village of Oak Brook and Illinois Department of Transportation for the IL56 Smart Corridor Traffic Signal Improvements

Background/History:

IDOT will be initiating construction of an Intelligent Transportation Systems (ITS) signal modernization project along IL 56 and 22nd Street from IL 59 to York Road to improve safety and traffic flow. The IL Route 56 SMART Corridor project runs through multiple municipalities and includes upgrading pedestrian signals and pushbuttons to Accessible Pedestrian Signal (APS) systems, upgrading controllers, and upgrading sidewalk ramps and Pace bus stops. From IL 83 to Spring Road, some signal poles, posts, mast arms, and signal heads will be replaced. It also includes installation of a fiber optic interconnect system controlled centrally using CENTRACS software, instead of a master controller. PTZ cameras are also being installed at some intersections, with the video feed transmitted to IDOT's traffic control center.

The APS systems will assist the visually impaired, bringing these signals into compliance with Public Right-of-Way Accessibility Guidelines (PROWAG), which should reduce Village liability. Crosswalks will be re-striped as "high visibility" (vertical 12" bars instead of two 6" parallel lines). Video vehicle detection for non-IDOT approaches will be installed. This could help with future Village resurfacing projects, as loops would not need to be replaced if impacted, saving the Village costs in the future. The new remotely controlled CENTRACS

system should also help improve traffic flow/reduce congestion along IL Route 56/22nd Street.

The Village has existing agreements with IDOT on cost sharing responsibilities at thirteen (13) of the signals along the subject corridor, five (5) of which are Private Benefit (PB) signals. The agreements include future modernization projects initiated by IDOT. PB signals are those that were installed under a Village permit for private benefit (see Table 1). At the non-PB signals, the Village has a 5% to 10% obligation on the ITS engineering and construction costs based on the jurisdiction of the legs of the intersection, with Federal and State funding covering 90% to 95%. At the PB signals (marked in Table 1), the Village is responsible for 100% of the ITS costs. At all thirteen (13) intersections, the Village is responsible for 100% of any Emergency Vehicle Preemption (EVP) modification work needed.

It is noted that PB signals are determined and allocated solely to the municipality first having installed such signal. For some intersections, this may mean that Oak Brook would be responsible for a PB signal that may also have tangential benefit to (through additional signal legs) Oakbrook Terrace for example, but conversely, Oak Brook also benefits from a signal allocated to Lombard as a PB signal without cost participation to Oak Brook. IDOT has indicated they do not, and will not, reallocate for these changes.

The total Village obligation is estimated by IDOT to be $693,026. Reserach has shown that the Village has agreements with the private entities at three (3) of the five (5) PB signals as shown in italics in Table 1, stating that the private entity will pay some or all of the ITS and/or EVP costs. This would offset the Village's obligation by as much as $247,490, potentially reducing the net Village outlay to $445,536. The total cost of the ITS and EVP improvements at the thirteen (13) intersections is $2,187,090, and thus the total base Village obligation is approximately 32% of that total cost. Should the Village not proceed with this approval, all of the benefits of the State funding grants would be lost and the Village would be obligated to cover 100% of future signal replacement and upgrade costs.

IDOT has offered to allow the Village to reimburse the State in three payments of approximately 1/3 of the total construction and engineering costs, with $226,669 due within 45 days of award of the contract, a second installment of the same amount due by June 1, 2025, and the final installment due after the final contract invoice but not before June 1, 2026

TABLE 1: ESTIMATE OF COST
ITS & EVP Work as part of IDOT Contract 62N32 at Traffic Signals within the Village of Oak Brook that have Participation Requirements

Intersection	PB	Work Type	Oak Brook		TOTAL
			$	%	$
IL 56 at Meyers Rd		ITS C+CE	$0	0%	$292,839
		EVP	$6,774	100%	$6,774
IL 56 at 22nd St/Camden		ITS C+CE	$3,778	5%	$75,556
22nd St at Shops/JRC	*X*	*ITS C+CE*	*$78,837*	*100%*	*$78,837*
22nd St at Costco/MacArthur	*X*	*ITS C+CE*	*$91,120*	*100%*	*$91,120*
22nd St at Overlook/Parkview	*X*	*ITS C+CE*	*$77,533*	*100%*	*$77,533*
22nd St at IL 83		ITS C+CE	$0	0%	$625,040
		EVP	$12,300	100%	$12,300
22nd St at OB Ctr W./Regency	X	ITS C+CE	$146,983	100%	$146,983
		EVP	$4,372	100%	$4,372
22nd St at OB Ctr E/Golub	X	ITS C+CE	$215,454	100%	$215,454
		EVP	$5,421	100%	$5,421
		ITS C+CE 2	$10,050	5%	$200,991
22nd St at Spring Rd/Tollway					
		EVP	$4,720	100%	$4,720
22nd St at McDonald/Gateway		ITS C+CE	$11,381	10%	$113,881
22nd St at Enterprise/Jorie		ITS C+CE	$8,366	10%	$83,657
22nd St at York Rd		ITS C+CE	$15,075	10%	$150,749
		EVP	$863	100%	$863
TOTAL			**$693,026**	**32%**	**$2,187,090**

ITS C+CE = Intelligent Transportation Systems elements Construction + Construction Engineering

EVP = Emergency Vehicle Pre-Emption

Italics indicates PB signal with potential reimbursement from private party and/or Oakbrook Terrace, totaling up to $247,490.

Recommendation:
Staff recommends that the Village Board approve Resolution R-2198, Authorizing an Intergovernmental Agreement By and Between the Village of Oak Brook and Illinois Department of Transportation for the IL56 Smart Corridor Traffic Signal Improvements pending Final Attorney review and approval.

Attachments:
1. Res No. R-2198
2. Contract 62N32 Village of Oak Brook IGA_02062024

THE VILLAGE OF OAK BROOK

COOK AND DUPAGE COUNTIES, ILLINOIS

RESOLUTION

NUMBER 2024-PW-IGA-IDOT-IL56-R-2198

A RESOLUTION APPROVING AND AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF OAK BROOK AND ILLINOIS DEPARTMENT OF TRANSPORTATION FOR THE IL56 SMART CORRIDOR TRAFFIC SIGNAL IMPROVEMENTS

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

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

Village Board

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

RESOLUTION NO. 2024-PW-IGA-IDOT-IL56-R-2198

A RESOLUTION
APPROVING AND AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF OAK BROOK AND ILLINOIS DEPARTMENT OF TRANSPORTATION FOR THE IL56 SMART CORRIDOR TRAFFIC SIGNAL IMPROVEMENTS

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

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

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

WHEREAS, the Village and Illinois Department of Transportation (hereinafter the "IDOT") are units of local government as defined in the Intergovernmental Cooperation Act and within the meaning of the Article VII, Section 10 of the Illinois Constitution;

WHEREAS, IDOT will be initiating construction of an Intelligent Transportation Systems ("ITS") signal modernization project along IL 56 and 22nd Street from IL 59 to York Road to improve safety and traffic flow;

WHEREAS, the Village has existing agreements with IDOT on cost sharing responsibilities at 13 of the signals along the subject corridor, which include future modernization projects initiated by IDOT;

WHEREAS, IDOT estimates the total Village obligation is estimated to be $693,026, payable in three equal payments and subject to the Intergovernmental Agreement (the "Agreement") with IDOT for the IL56 Smart Corridor Traffic Signal Improvements, substantially in the form attached hereto and incorporated herein as Exhibit A;

WHEREAS, Staff recommends the Corporate Authorities authorize and approve the Agreement for the purposes referenced 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 authorize the foregoing actions.

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

Section One – Recitals

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

Section Two – Approval

The Corporate Authorities hereby approves the Agreement, substantially in the form attached hereto and made a part hereof as Exhibit A.

Section Three – Authorization and Direction

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

Section Four - Other Actions Authorized

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

Section Five - Authorization of Expenditures

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

Section Six - Acts of Village Officials

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

Section Seven – Effective Date

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

Section Eight - Publication

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

Section Nine – Conflict Clause

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

Section Ten – Saving Clause

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

Section Eleven – Recording

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

PASSED THIS 12th day of March 2024.

Ayes: _____

Nays: _____

Absent: _____

APPROVED THIS 12th day of March 2024.

_____
LAURENCE E. HERMAN,
Village President

ATTEST:

_____
NETASHA SCARPINITI,
Village Clerk

EXHIBIT A

Intergovernmental Agreement

FAP 365 / FAU 3545 IL 56
IL 56 from IL 59 to York Rd
State Section: 2020-265-SUR,SW&TS
County: DuPage
Job No. : D-91-078-21
Contract No.:62N32
Agreement No.: JN-123-022

AGREEMENT

This Agreement entered into this _____day of _____, 2024 A.D., by and between the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION, hereinafter called the STATE, and the VILLAGE OF OAK BROOK of the State of Illinois, hereinafter called the VILLAGE.

WITNESSETH:

WHEREAS, the STATE, in order to facilitate the free flow of traffic and ensure safety to the motoring public, is desirous of improving approximately 77,300 lineal feet of FAP Route 365 FAU Route 3545, Illinois 56 from Illinois 59 to York Rd, identified as STATE Job No.: D-91-078-21, Contract Number 62N32, STATE Section No. 2020-265-SUR,SW&TS, as follows:

The general scope of work consists of the the implementation of Intelligent Transporation Systems (ITS) to improve all modes of transporation along the IL 56 corridor. This includes traffic signal modernization, signal timing, changeable message signs. New signing, traffic surveillance, ADA imporovements and all other work necessary to complete the improvement in accordance with the approved plans and specifications; and

WHEREAS, the VILLAGE has requested that the STATE include in its contract emergency vehicle pre-emption equipment, and

WHEREAS, the STATE has agreed to the VILLAGE's request, and

WHEREAS, the VILLAGE is desirous of said improvement in that same will be of immediate benefit to the VILLAGE residents and permanent in nature.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The STATE agrees to make the surveys, obtain all necessary rights of way, prepare plans and specifications, receive bids and award the contract, furnish engineering inspection during construction and cause the improvement to be built in accordance with the approved plans, specifications and contract.

2. The STATE agrees to pay for all right of way, construction and engineering cost subject to partial reimbursement by the VILLAGE, as hereinafter stipulated.

3. It is mutually agreed by and between the parties hereto that the estimated cost and cost proration for this improvement is as shown on Revised Exhibit A dated 11/6/2023 attached hereto and made a part hereof.

4. The VILLAGE has passed a resolution appropriating sufficient funds to pay its share of the cost for this improvement, a copy of which is attached hereto as Exhibit B and made a part hereof.

5. The VILLAGE agrees to pass a supplemental resolution to provide necessary funds for its share of the cost of this improvement if the amount appropriated in Exhibit B proves to be insufficient to cover said cost.

6. The VILLAGE further agrees that, upon award of the contract for this improvement, and receipt of an invoice, the VILLAGE will pay within forty five (45) days of receipt of invoice, its first annual installment to the STATE, in a lump sum from any funds allotted to the VILLAGE, an amount equal to $228,699 (33%) of its obligation incurred under this AGREEMENT. On or before June 1, 2025, the VILLAGE will pay its second annual installment to the STATE, in a lump sum from any funds allotted to the VILLAGE, an amount equal to $228,699 (33%) of its obligation incurred under this AGREEMENT. Upon receipt of a final invoice, but not before June 1, 2026, the VILLAGE will pay to the STATE in a lump sum from any funds alotted to the VILLAGE, an amount equal to the VILLAGE'S remaining financial obligation for construction and engineering costs incurred by the STATE. The aforementioned final invoice will be based upon actual final quantities multipied by the actual contract unit bid prices plus engineering costs for all construction items in which the VILLAGE has agreed to be financially responsible under the tems of this AGREEMENT.

7. The VILLAGE has adopted a resolution, will send a letter, or sign the Plan Approval page which is part of this document, prior to the STATE advertising for the work to be performed hereunder, approving the plans and specifications as prepared.

8. The VILLAGE agrees not to permit driveway entrance openings to be made in the curb, as constructed, or the construction of additional entrances, private or commercial, along Illinois 56 without the consent of the STATE.

9. The VILLAGE shall exercise its franchise rights to cause private utilities to be relocated, if required, at no expense to the STATE.

10. The VILLAGE agrees to cause its utilities installed on right of way after said right of way was acquired by the STATE or installed within the limits of a roadway after the said roadway's jurisdiction was assumed by the STATE, to be relocated and/or adjusted, if required, at no expense to the STATE.

11. All VILLAGE owned utilities, on STATE right of way within the limits of this improvement, which are to be relocated/adjusted under the terms of this Agreement, will be relocated/adjusted in accordance with the applicable portions of the "Accommodation of Utilities of Right of Way of the Illinois State Highway System." (92 Ill. Adm. Code 530).

12. The VILLAGE agrees to obtain from the STATE an approved permit for any VILLAGE owned utility relocated/adjusted as part of this improvement, and shall abide by all conditions set forth therein.

13. Upon final field inspection of the improvement and so long as Illinois 56 is used as a STATE Highway, the STATE agrees to maintain or cause to be maintained the through traffic lanes, the left-turn lanes and right turn lanes, and the curb and

gutter or stabilized shoulders and ditches adjacent to those traffic lanes and turn lanes.

14. Upon final field inspection of the improvement, the VILLAGE agrees to maintain or cause to be maintained those portions of the improvement which are not maintained by the STATE, including new and existing sidewalks, crosswalk and stopline markings, VILLAGE owned utilities including appurtenances thereto and shall maintain the storm sewers and appurtenances by performing those functions necessary to keep the sewer in a serviceable condition including cleaning sewer lines, inlets, manholes, and catch basins along with the repair or replacement of inlet, manhole and catch basins' frames, grates or lids. The maintenance, repair and/or reconstruction of storm sewers constructed as part of this improvement beyond the aforedescribed responsibilities shall be that of the STATE.

15. The VILLAGE further agrees to continue its existing maintenance responsibilities on all side road approaches under its jurisdiction within the limits of the improvement, including all left and right turn lanes on said side road approaches, up to the through edge of pavement of Illinois 56. Drainage facilities, if any, at the aforementioned side roads located within the STATE right-of-way shall be the joint maintenance responsibility of the STATE and the VILLAGE unless there is an agreement specifying different responsibilities. The VILLAGE agrees to inspect stopline markings, symbols, special pavement treatments, crosswalks and replace as necessary to insure proper motorist and pedestrian guidance.

16. Upon acceptance by the STATE of the new traffic signal work included herein, the financial responsibility for maintenance and energy charges for the operation of the traffic signal at the intersection(s) listed below shall be proportioned as follows:

Intersection	Maintenance	Energy
IL 56 at Meyers Rd		
STATE Share	100%	100%
VILLAGE Share	0%	0%
IL 83 at 22nd St		
STATE Share	100%	100%
VILLAGE Share	0%	0%
IL 56 at 22nd St		
STATE Share	100%	100%
VILLAGE Share	0%	0%
22nd St at Shops Pl		
22nd St at MacArthur		
22nd St at Parkview		
22nd St at OB Ctr W		
22nd St at OB Ctr E		
STATE Share	0%	0%
VILLAGE Share	100%	100%
22nd St at Spring Rd		
22nd St at McDonald		
22nd St at Enterprise		
STATE Share	50%	50%
VILLAGE Share	50%	50%
22nd St at York Rd		
STATE Share	50%	0%
VILLAGE Share	50%	100%

And shall continue a part of the current Master Agreement executed between the STATE and the VILLAGE.

17. It is mutually agreed that the actual traffic signal maintenance will be performed by the STATE either with its own forces or through an ongoing contractual agreement.

18. The STATE's Electrical Maintenance Contractor shall maintain the "Emergency Vehicle Pre-Emption System" which include the phase selector, field wiring, optical detectors and cabinet appurtenances. The STATE's electrical contractor shall invoice the VILLAGE for the maintenance costs of the "EMERGENCY VEHICLE PRE-EMPTION" system. The VILLAGE shall maintain the emergency vehicle emitters and associated appurtenances at its own expense at the intesections of 22nd St and IL 56, Parkview, OB Ctr W, OB Ctr E, Spring Rd, McDonald, Enterprise and York Rd. The emergency vehicle emitters shall be maintained and tested by the VILLAGE in accordance with the recommendation of the Manufacturer.

19. It is mutually agreed, if, in the future, the STATE adopts a roadway or traffic signal improvement passing through the traffic signal included herein which requires modernization or reconstruction to said traffic signal then the VILLAGE agrees to be financially responsible for its proportionate share in accordance with STATE policy to modernize or reconstruct said installation and will be responsible for all costs to relocate or reconstruct the Emergency Preemption equipment in conjunction with the STATE's proposed improvement.

20. Under penalties of perjury, the VILLAGE certifies that its correct Federal Tax Identification number is _____ and it is doing business as a GOVERNMENTAL ENTITY, whose mailing address is:

Village of Oak Brook

1200 Oak Brook Rd

Oak Brook, IL 60523

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SEE NEXT PAGE FOR SIGNATURES

Obligations of the STATE and the VILLAGE will cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available funds for this contract.

This AGREEMENT and the covenants contained herein shall be null and void in the event the contract covering the construction work contemplated herein is not awarded within the three years subsequent to execution of the agreement.

This Agreement shall be binding upon and to the benefit of the parties hereto, their successors and assigns.

VILLAGE OF OAK BROOK

By: _____
(Signature)

Attest:

By: _____
(Print or Type)

_____
Clerk

Title: _____

Date: _____

(SEAL)

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: _____
Jose Rios, P.E.
Region One Engineer

Date: _____

Job No. : D-91-110-22
Agreement No.: JN-123-022

PLAN APPROVAL

WHEREAS, in order to facilitate the improvement of FAP Route 365 FAU Route 3545, Illinois 56, State Section No: 2020-265-SUR,SW&TS, Contract No. 62N32, the VILLAGE agrees to that portion of the plans and specifications relative to the VILLAGE's financial and maintenance obligations described herein, prior to the STATE's advertising for the aforedescribed proposed improvement.

Approved_____

Title _____

Date _____

Exhibit B
FUNDING RESOLUTION

WHEREAS, the VILLAGE OF OAK BROOK (VILLAGE) has entered into an AGREEMENT with the STATE OF ILLINOIS (STATE) for the improvement of Illinois 56 from Illinois 59 to York Rd, known as Contract No. 62N32, STATE Section No.: 2020-265-SUR,SW&TS; and

WHEREAS, in compliance with the aforementioned AGREEMENT, it is necessary for the VILLAGE to appropriate sufficient funds to pay its share of the cost of said improvement.

NOW THEREFORE, BE IT RESOLVED, that there is hereby appropriated the sum of Six Hundred Ninety Three Thousand Twenty Six Dollars ($693,026.00) or so much thereof as may be necessary, from any money now or hereinafter allotted to the VILLAGE, to pay its share of the cost of this improvement as provided in the AGREEMENT; and

BE IT FURTHER RESOLVED, upon award of the contract for this improvement, and receipt of an invoice, the VILLAGE will pay within forty five (45) days of receipt of invoice, its first annual installment to the STATE, in a lump sum from any funds allotted to the VILLAGE, an amount equal to $228,699 (33%) of its obligation incurred under this AGREEMENT. On or before June 1, 2025, the VILLAGE will pay its second annual installment to the STATE, in a lump sum from any funds allotted to the VILLAGE, an amount equal to $228,699 (33%) of its obligation incurred under this AGREEMENT. Upon receipt of a final invoice, but not before June 1, 2026, the VILLAGE will pay to the STATE in a lump sum from any funds alotted to the VILLAGE, an amount equal to the VILLAGE'S remaining financial obligation for construction and engineering costs incurred by the STATE. The aforementioned final invoice will be based upon actual final quantities multipied by the actual contract unit bid prices plus engineering costs for all

construction items in which the VILLAGE has agreed to be financially responsible under the tems of this AGREEMENT; and

.

BE IT FURTHER RESOLVED, that the VILLAGE agrees to pass a supplemental resolution to provide any necessary funds for its share of the cost of this improvement if the amount appropriated herein proves to be insufficient, to cover said cost.

STATE OF ILLINOIS)

COUNTY OF DuPAGE)

I, _____, VILLAGE Clerk in and for the VILLAGE of OAK BROOK, hereby certify the foregoing to be a true perfect and complete copy of the resolution adopted by the VILLAGE Board at a meeting on _____, 2024 A.D.

IN TESTIMONY WHEREOF, I have hereunto set my hand seal this _____ day of _____. 2024 A.D.

_____

VILLAGE Clerk

(SEAL)

ITEM 8.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
March 12, 2024

SUBJECT: Award of Contract - Golf Course Commodities

FROM: Rania Serences, Purchasing and Budgeting Coordinator

BUDGET SOURCE/BUDGET IMPACT: Program 834 (Golf Course Maintenance) $110,500.00 has been budgeted in various accounts.

RECOMMENDED MOTION: I move that the Village Board approve Resolution R-2199, authorizing the Purchase of Golf Commodities for the Oak Brook Golf Course to the following six (6) companies:

Advanced Turf Solutions, Inc., Fishers, Indiana
BTSI, Frankfort, Illinois
Clesens, Lincolnshire, Illinois
C.R. Peterson, Inc., Lake Zurich, Illinois
Masterblend Intl, LLC., Morris, Illinois
SiteOne Landscape Supply, Cleveland, Ohio

based on the unit prices submitted by the lowest responsive and responsible bidders, as indicated on the attached bid tabulation. Each recommended bid is indicated in bold on the tabulation.

Background/History:

Bid packages for the purchase of golf commodities for the Oak Brook Golf Course were received and opened on Wednesday, February 28, 2024. Bid were received from seven (7) companies. The notice for bid requests was posted on the Village website on Wednesday, February 14, 2024. Bid packages were also directly sent to seven (7) companies.

As indicated on the bid tabulation (far right column), we are recommending acceptance of the bids submitted for items #36, #41, and #44, which are not the lowest submitted prices, because the low bid submitted is not an acceptable substitution.

Contracts with these six (6) companies will operate as requirements contracts (standing purchase orders will be created, but orders will only be placed when and if the Golf Course has such needs). Bid prices are firm for the entire calendar year. There is no requirement that the Village purchase a set quantity (we retain the right to either increase or decrease quantities at our sole option). We also have the option to purchase the same items through other sources (e.g. in an emergency when an item is needed sooner than it can be supplied by the low bidder).

Recommendation:

Staff recommends that the Village Board approve Resolution R-2199, awarding requirements contracts by issuing purchase orders to the following six (6) companies: Advanced Turf Solutions, BTSI, Clesens, C.R. Peterson, Inc., Masterblend Intl, LLC, and SiteOne Landscape.

Attachments:

1. 2024 Golf Commodities Res
2. 2024 Golf Commodities Bid Tab

THE VILLAGE OF OAK BROOK

COOK AND DUPAGE COUNTIES, ILLINOIS

RESOLUTION

2024-SC-GLF-PG-R-2199

A RESOLUTION AUTHORIZING THE PURCHASE OF GOLF COMMODITIES FOR THE OAK BROOK GOLF COURSE

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

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

Village Board

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

RESOLUTION 2024-SC-GLF-PG-R-2199
A RESOLUTION AUTHORIZING THE PURCHASE OF GOLF COMMODITIES FOR THE OAK BROOK GOLF COURSE

WHEREAS, the Village operates and maintains the Oak Brook Golf Course located in the Sports Core (***"Golf Course"***); and

WHEREAS, the Village Board of Trustees has budgeted $110,500.00 in various accounts to purchase various supplies and equipment to maintain the Golf Course, such as grass seed, fertilizer, herbicides, and other items (***"Golf Commodities"***); and

WHEREAS, on February 14, 2024, the Village sought bids for Golf Commodities (***"Request for Bids"***); and

WHEREAS, in the Village's Request for Bids, the Village reserved the right to split the award of contracts for Golf Commodities between different vendors in order to receive the most advantageous pricing from the lowest price bidders for each of the Golf Commodities; and

WHEREAS, on February 28, 2024, the Village opened 7 (seven) bids to provide the Village with Golf Commodities; and

WHEREAS, the lowest price bidder for three (3) of the Golf Commodities proposed providing the Village substitute commodities that do not adequately satisfy the Village's needs; and

WHEREAS, the Village has determined that: (1) Advanced Turf Solutions, Inc., of Fishers, Indiana; (2) BTSI, of Frankfort, Illinois; (3) Clesens of Lincolnshire, Illinois; (4) C.R. Peterson, Inc., of Lake Zurich, Illinois; (5) Masterblend Intl, LLC., of Morris, Illinois; and (6) SiteOne Landscape Supply Company, of Cleveland, Ohio; (collectively, ***"Vendors"***) were the low responsive and responsible bidders for those respective Golf Commodities listed in **Exhibit A**, attached hereto and incorporated herein;

WHEREAS, the Village President and the Village Board of Trustees have determined that issuing purchase orders to the Vendors for the respective Golf Commodities described in Exhibit A will serve and be in the best interest of the Village;

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

Section One – Recitals

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

Section Two – Approval of Purchase

The President and Board of Trustees shall, and do hereby, approve the purchase by the Village of Golf Commodities from the Vendors as specified in Exhibit A in a total aggregate amount not to exceed $110,500.00.

Section Three – Purchase Orders

The Village Board hereby authorizes and directs the Village Manager to execute and staff to issue purchase orders to the Vendors to effectuate the purchase approved by this Resolution.

Section Four - Other Actions Authorized

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

Section Five - Authorization of Expenditures

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

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 – Prevailing Wage Act

The successful proposer shall be required to comply with all of the terms and conditions of the Illinois Prevailing Wage Act, to the extent that it applies.

Section Eight – Effective Date

This resolution shall be in full force and effect upon passage and approval in the manner provided by law.

Section Nine - Publication

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

Section Ten – Conflict Clause

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

Section Eleven – Saving Clause

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

Section Twelve – Recording

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

APPROVED THIS 12th day of March 2024

_____
LAURENCE E. HERMAN,
Village President

PASSED THIS 12th day of March 2024

Ayes: _____

Nays: _____

Abstain: _____

Absent: _____

ATTEST:

_____
NETASHA SCARPINITI,
Village Clerk

EXHIBIT A

(BID TABULATION)

2024 Golf Commodities

Item #	Estimated Quantity	Unit	Description	Lowest Bidder	Advanced Turf	Clesens	BTSI	C.R. Peterson	Master Blend	Pioneer	Site One	*Not Accepted*
1	22	Ton	Clay Material and Installation	C.R. Peterson				**$ 960.00**				
2	3,500	Variety Of	All Standard Products	BTSI	10%	10%	**20%**					
3	3,500	Variety Of	All Par Aid Products	BTSI	10%		**20%**					
4	10	Case	Red marking paint	Clesens	$ 63.40	**$ 44.40**	$ 50.00			$ 91.75	$ 47.76	
5	2	Case	Yellow marking paint	Clesens	$ 63.40	**$ 44.40**	$ 50.00			$ 91.75	$ 50.04	
6	20	Case	White marking paint	Clesens	$ 63.40	**$ 40.55**	$ 50.00			$ 81.25	$ 45.96	
7	10	Case	Pioneer/Game day White	BTSI			**$ 50.00**			$ 99.65		
8	15	25 lb Bucket	Certified Penncross 2.0 Seed	Site One	$ 264.07	$ 238.75	$ 230.00				**$ 214.96**	
9	15	25 lb Bucket	Crystal blue bentgrass	Clesens		**$ 243.75**	$ 260.00				$ 262.72	
10	150	50lb Bag	Remington Range Ryegrass blend	Site One		$ 100.00	$ 120.00				**$ 89.60**	
11	50	50lb bag	Double Eagle Ryegrass	Site One		$ 100.00					**$ 89.60**	
12	40	Certified	Advanced Bluegrass/Ryegrass	Advanced Turf	**$ 93.14**	$ 180.50	$ 176.00				$ 105.01	
13	80	50lb Bag	Advanced GLR+ XCD	Advanced Turf	**$ 83.55**		$ 100.00					
14	50	50lb Bag	Advanced RPR + XCD	Advanced Turf	**$ 117.67**							
15	25	Case	Chlorthanonil 720 (2 x 2.5)	Clesens	$ 230.00	**$ 110.00**	$ 149.00				$ 126.66	
16	1	Case	Tebuconizole Fungicide	Clesens	$ 342.00	**$ 198.20**	$ 240.00				$ 241.04	
17	1	Case	Exteris Stressguard	Tie	**$ 732.00**	**$ 732.00**					**$ 732.00**	
18	1	Case	Insignia SC	Tie	**$ 2,257.00**						**$ 2,257.00**	
19	1	Case	Honor Intrinsic	Tie	**$ 3,456.00**						**$ 3,456.00**	
20	1	Case	Xzemplar	Tie	**$ 3,534.00**						**$ 3,534.00**	
21	1	Case	Segway (39.2OZ X 12)	Tie	**$ 5,280.00**	**$ 5,280.00**	**$ 5,280.00**				**$ 5,280.00**	
22	1	Case	Compass (4 x 1 Lbs)	Advanced Turf	**$ 1,787.00**	$ 2,102.20					$ 2,905.28	
23	1	Case	Tourney Fungicide (4 x 1gal.)	Tie		**$ 2,940.00**	**$ 2,940.00**				$ 3,440.00	
24	1	Case	Velista Fungicide (2 x 22ozs)	Siteone		$ 1,716.00					**$ 572.00**	
25	1	Case	Durentis/64oz	Advanced Turf	**$ 2,250.00**							
26	1	Bag	Dylox 30lb/bag	Site One	$ 61.66	$ 59.26					**$ 58.56**	
27	1	Case	Primo Max Poa Annua Control	Site One	$ 293.00	$ 273.55	$ 600.00				**$ 194.66**	
28	2	Case	Proxy Growth Retardent (2 x 2.5 gal/case	Clesens	$ 154.10	**$ 149.50**	$ 165.00				$ 153.52	
29	1	Cases	Trimmit Paclobutrazol (4 x 1gal)	BTSI	$ 904.00	$ 662.20	**$ 650.00**				$ 813.28	
30	1	Case	Acclaim Extra	Site One	$ 3,382.40						**$ 3,208.60**	
31	1	Case	Cyanora insecticide(8 qrts.)	Clesens		**$ 536.56**	$ 640.00					
32	1	Case	Pylex	Tie	**$ 1,472.00**						**$ 1,472.00**	
33	1	Case	DriveXL8	Clesens	$ 223.56	**$ 213.80**					$ 227.88	
34	1	Case	Confront herbicide(4 x 1 gal/case)	Site One	$ 646.72	$ 645.68	$ 420.00				**$ 374.80**	
35	1	Case	Speedzone herbicide	Tie	$ 465.00		**$ 455.00**				**$ 455.00**	
36	1	Case	Specticle	Site One	$ 315.60						**$ 434.70**	X
37	1	Case	Q4 Plus	Tie	**$ 665.00**	**$ 665.00**	**$ 665.00**				**$ 665.00**	
38	1	2.5 g	Dimension 2EW	BTSI	$ 613.00	$ 613.00	**$ 525.00**				$ 613.00	
39	1	Case	SureGuard (4 X 64OZ)	Clesens	$ 1,376.00	**$ 1,371.00**	$ 2,338.00				$ 2,338.00	
40	1	Case	Eliminate D	BTSI		$ 166.92	**$ 142.00**				$ 300.00	
41	1	Case	Optiwet (2 x2.5)	BTSI			**$ 300.00**				$ 150.80	X
42	48	Bag	Lebanon 18-0-18 MD	Advanced Turf	**$ 52.56**	$ 60.25	$ 60.25				$ 62.25	
43	1	Bag	Country Club 0-0--24	Site One			$ 59.75				**$ 54.75**	
44	100	Bag	Andersons 18-9-18 Contec DG/Gen3	Clesens	$ 65.88	**$ 65.70**			$ 65.20			X
45	100	Bag	Lebanon Proscape/24-0-8 40%PCUw/.067%Acelepryn/.167%Dimension	Masterblend		$ 72.81	$ 71.25		**$ 70.48**			
46	200	Bag	Duration CR 25-0--5/80%Duration 120 days/sop/sgn250	Clesens		**$ 24.87**			$ 25.00			
47	500	Bag	Duration CR 25-0-25/80%Duration90 days/sop/sgn150	Masterblend					**$ 33.70**			
48	200	Bag	Tyler 25-0-8/.5 Barricade/sgn150/75%Surfn3/SOP	Masterblend					**$ 35.75**			
49	200	Bag	Tyler /19-0-0/.1dimension/75%duration 120	Clesens		**$ 26.10**			$ 30.30			
50	200	Bag	Tyler.Acelepryn/28-0-10 sgn 150/100%XRT	Masterblend					**$ 58.00**			