1. CALL TO ORDER

2. ROLL CALL

3. PRESIDENT’S OPENING COMMENTS

4. RESIDENT/VISITOR COMMENTS

5. APPROVAL OF MINUTES

A. Regular Executive Meeting Minutes of January 9, 2018

B. Regular Board of Trustees Meeting Minutes of January 23, 2018

6. CONSENT AGENDA

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

A. Accounts Payable for Period Ending February 8, 2018 - $958,822.65

Significant Items included in Above:

1) DuPage Convention and Visitors Bureau – September-December 2017 FY17/18 Co Op Advertising - $80,289.88


4) Trotter and Associates, Inc. – Water System Master Plan Report/Model - $21,638.59

5) Oak Brook Park District – Pool Management Services – 2018 Season - $255,000

6) Paramedic Services of Illinois, Inc. – Contract Paramedic Services – January 2018 - $44,746.75

7) Paramedic Services of Illinois, Inc. – Contract Paramedic Services – February 2018 - $44,746.75

8) Airport Electric Co. – Village’s Electrical Work - $21,333.90

9) Core & Main – Water Meter Installation Project - $44,064

10) Health Care Service Corporation – HMO Premiums – February 2018 - $31,932.75

B. Approval of Payroll for Pay Period Ending January 27, 2018 - $722,841.56

C. Development Services Referrals
1) Referral – 1600 16th Street – Variations  
2) Referral – 1919 and 2011 Swift Drive – Variations  
3) Referral – 408 Canterberry Lane – Variations  

D. Ordinances and Resolutions  
2) ORDINANCE 2018-PP-S-1524, An Ordinance Authorizing The Sale, Donation Or Disposal Of Certain Items Of Personal Property Owned By The Village Of Oak Brook  
3) RESOLUTION 2018-FD-V-PG-R-1702, A Resolution Approving The Waiver Of Competitive Bidding And Authorizing The Purchase Of A Fire Administrative Vehicle  
4) RESOLUTION 2018-FD-PG-EQ-R-1703, A Resolution Approving The Waiver Of Competitive Bidding And Authorizing The Purchase Of A Monitor/Defibrillator  
5) RESOLUTION 2018-AG-MCD-TASTE-FRWRKS-R-1701, A Resolution Approving A Sponsorship Agreement By And Between McDonalds Corporation And The Village Of Oak Brook For McDonalds Corporation To Sponsor The Independence Day And Taste Of Oak Brook Fireworks Show  
6) RESOLUTION 2018-ENG-ELEC-B&T-AG-R-1704, A Resolution Approving And Authorizing A Professional Services Agreement By And Between The Village Of Oak Brook And Kluber Architects & Engineers For Electrical Engineering Services Related To An Emergency Generator At The Bath & Tennis Clubhouse  

7. ITEMS REMOVED FROM CONSENT  

8. BOARD & COMMISSION RECOMMENDATIONS  
A. Hannon’s Yorkshire Estates Subdivision – 601 Harger Road – Final Plat – 2-Lot Subdivision  
B. Franklin Subdivision – 1900 Spring Road – Preliminary and Final Plat – 3-Lot Subdivision  

9. ACTIVE BUSINESS  
A. Ordinances and Resolutions  
1) RESOLUTION 2018-AG-LIT-R-1705, A Resolution Approving An Engagement Agreement With Rathje Woodward, LLC And The Village Of Oak Brook, Illinois For Attorney Services  

The Regular Meeting of the Village Board of Trustees will end at this point and a Committee-of-the-Whole Meeting will be conducted to discuss financial matters.  

10. A. 2018-2022 Income and Expense Outlook and Implications  
1) 2018-2022 Five Year Plan  
2) 2018-2022 Five Year Plan assuming a 5% decrease in sales tax revenue each year
3) 2018-2022 Five Year Plan assuming a 2% decrease in sales tax revenue each year

4) 2018-2022 Five Year Plan adjusted for no debt issuances and all cash for the PD Project

5) Projected long-term pension payments for 2018 through 2040

B. Debt Issuance Discussion

1) Bond Counsel Services

2) Financial Advisor Services

11. INFORMATION AND UPDATES

A. Village Manager

B. Village Clerk

C. Trustees

D. Village Attorney

E. Village President

12. ADJOURNMENT

In accord with the provisions of the American with Disabilities Act, any individual who is in need of a reasonable accommodation in order to participate in or benefit from attendance at this public meeting should contact the Butler Government Center (Village Hall), at 630-368-5010 as soon as possible before the meeting date or for TDD response (630) 990-2131 as soon as possible before the meeting date.
ITEM 5.A.

SUBJECT: Approval of Closed Meeting Minutes

FROM: Charlotte K. Pruss, Village Clerk

BUDGET SOURCE/BUDGET IMPACT: N/A

RECOMMENDED MOTION: Motion to Approve the Regular Executive Meeting Minutes of January 9, 2018.

Background/History:

The Open Meetings Act requires that all public bodies shall keep written minutes of all their meetings, whether open or closed. The public body shall periodically, but no less than semi-annually, meet to review minutes of all closed sessions that had not been released to the public. At this time the regular executive minutes of January 9, 2018 have been reviewed and are ready to be approved as written on February 13, 2018, but are not ready to be released to the Public.

Recommendation:
That the Board approves the Regular Executive Meeting Minutes of January 9, 2018.
ITEM 6.C.1
BOARD OF TRUSTEES MEETING
SAMUEL E. DEAN BOARD ROOM
BUTLER GOVERNMENT CENTER
1200 OAK BROOK ROAD
OAK BROOK, ILLINOIS
630-368-5000

AGENDA ITEM
Regular Board of Trustees Meeting
of
February 13, 2018

SUBJECT: Referral – 1600 16th Street – Sign Variations for Monument Sign Area and Sign Height

FROM: Tony Budzikowski, AICP, Development Services Director

BUDGET SOURCE/BUDGET IMPACT: N/A

RECOMMENDED MOTION: I move to refer the request for sign variations to the Zoning Board of Appeals for public hearing and recommendation.

Background/History:
Ryan Schraier on behalf of TCB-Oaks, LLC, the property owner of the retail shopping center located at 1600 16th Street, has submitted a petition requesting approval of two (2) sign variations to the Zoning Code. The five-acre (5) property is located at the northwest corner of State Route 83 and 16th Street, is zoned B-1 Local Shopping Center and is improved with the Oaks Shopping Center consisting of various retail, commercial and service related uses.

The petitioner is requesting approval of sign variations to Sections 13-11-8(D)(2)(c) and 13-11-8(E)(3) of the Zoning Code to permit and allow increases to the permitted sign area and sign height for an existing monument sign. In 2007, sign variations were approved to permit and allow a 322 square foot monument sign with a height of 23’-9”. The request that has recently been submitted is to increase the sign area to 350 square feet and sign height to 25’-9”. The applicant has identified a need to provide additional sign area and height to accommodate more surface area for additional future tenants.

Recommendation:
Please refer the request for sign variations to sign area and sign height for 1600 16th Street to the Zoning Board of Appeals for public hearing and recommendation.
ITEM 6.C.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
Regular Board of Trustees Meeting
of
February 13, 2018

SUBJECT: Referral – 1919 and 2011 Swift Drive – Zoning Variations to Permit and Allow Parking in the Front Yard Setback

FROM: Tony Budzikowski, AICP, Development Services Director

BUDGET SOURCE/BUDGET IMPACT: N/A

RECOMMENDED MOTION: I move to refer the request for zoning variations to the Zoning Board of Appeals for public hearing and recommendation.

Background/History:
Attorney Scott Saef on behalf of Commonwealth Edison (“ComEd”), the property owner for 1919 and 2011 Swift Drive, has submitted a petition requesting approval of setback variations to the Zoning Code. The two properties totaling 11.0-acres are located on the east side of Swift Drive at the intersection of Swift and Windsor Drive, are zoned ORA-1 Office-Research-Assembly District and are improved with the ComEd Commercial Center consisting of a training center, presentation site and regional administrative offices employing approximately 500 persons.

The petitioner is requesting approval of zoning variations to Section 13-12-3(H)(2) of the Zoning Code to permit and allow off-street parking in the required front yard setback. The petitioner intends re-use and re-occupy a vacant building known as the Business Resource Center at the Swift Drive Campus and requires additional off-street parking to accommodate 100 new employees that will be relocated from ComEd’s regional headquarters in Oakbrook Terrace.

Recommendation:
Please refer the request for zoning variations for parking in the front yard setback at 1919 and 2011 Swift Drive to the Zoning Board of Appeals for public hearing and recommendation.
AGENDA ITEM
Regular Board of Trustees Meeting
of
February 13, 2018

SUBJECT: Referral – 408 Canterberry Lane – Zoning Variations to Front Yard and Rear Yard Setbacks

FROM: Tony Budzikowski, AICP, Development Services Director

BUDGET SOURCE/BUDGET IMPACT: N/A

RECOMMENDED MOTION: I move to refer the request for the zoning variations to the Zoning Board of Appeals for public hearing and recommendation.

Background/History:
Attorney Matthew Klein on behalf of Cirrus Builders & Designers, the contract purchaser for 408 Canterberry Lane, has submitted a petition requesting approval of two (2) setback variations to the Oak Brook Zoning Code. The 1.0-acre property is located on the north side of Canterberry Lane approximately 840 feet east of York Road, is zoned R-2 Single family detached residence district and is improved with an existing single family home.

The petitioner is requesting approval of zoning variations to Section 13-6B-3(F)(1) and (3) of the Oak Brook Zoning Code to reduce the required front yard setback from 40 feet to 30 feet and reduce the required rear yard setback from 60 feet to 40 feet. The petitioner intends to purchase the property, demolish the existing single-family home and construct a new single-family home in its place. The R-2 Single-family detached residence district permits and allows a minimum lot size of 1.0-acre for construction of a single-family home.

Recommendation:
Please refer the request for front yard and rear yard zoning variations for 408 Canterberry Lane to the Zoning Board of Appeals for public hearing and recommendation.
AGENDA ITEM
Regular Board of Trustees Meeting of February 13, 2018

SUBJECT: Personnel Manual Amendments

FROM: Riccardo F. Ginex, Village Manager

BUDGET SOURCE/BUDGET IMPACT: NA

RECOMMENDED MOTION: A Motion to Approve Ordinance S-1523, An Ordinance Amending Certain Sections of the Personnel Manual Of The Village of Oak Brook.

Background/History:
Our present Personnel Manual was approved by the Village Board on January 13, 2015 with Ordinance No. 2015-PL-RR-R-1424. Over the last three years, there have been revisions to specific statutes that affect our operations. I would like to bring our Personnel Manual up-to-date in the following areas:

Article V – Benefits and Leaves

Section 5.02 Sick Leave

B. **Accrual** - Upon the initial hiring of a full-time employee and after the end of the first month thereafter, such employee shall receive one (1) eight (8) hour day’s sick leave or twelve (12) hours of sick leave for non-bargaining unit fire officers, regardless of the date of hire. Full-time employees accrue sick leave at the rate of one (1) day of sick leave for each full payroll month of service, up to a maximum of 180 days; non-bargaining unit fire officers accrue 12 hours of sick leave for each full month of service, not to exceed 2016 hours. Unused sick leave is carried from year to year.

Any full-time employee using more than 24 hours sick leave (or FMLA for own serious illness) in a payroll month, or more than one (1) duty day in the case of commissioned Fire personnel, does not accrue sick leave for that month.
C. Use of Sick Leave

1. To receive compensation while absent on sick leave, the employee shall notify his immediate supervisor not less than one (1) hour before the time set for beginning his or her daily duties.

2. Full-time employees may utilize up to **forty-eight (48) hours** sick leave and Battalion Chiefs may utilize up to **seventy-two (72) hours** of sick leave for a serious illness of a member of the immediate family or because of childbirth or adoption by the employee spouse or party to a civil union, which shall be charged against accrued sick leave. **Once these days are utilized, employees will use their available vacation leave before using the remaining balance of their sick leave. All available paid accrual balance of vacation leave and sick leave must be exhausted before unpaid leave is commenced.**

3. An employee using sick leave for three or more consecutive scheduled days, or more than one day for Fire shift personnel, must submit a **physician's certificate** certifying the illness (for themselves or the sick family member) and a return to work certification before compensation will be approved. Employees using sick leave for less than three consecutive scheduled days, or one day for Fire shift personnel, may be required to submit a physician’s certificate. Claiming sick leave under false pretenses is grounds for disciplinary action up to and including termination. Patterns of sick leave use may cause suspicion of sick leave abuse. Sick leave pay may be withheld until an investigation into suspected abuse is concluded.

4. An employee who is injured off duty and who recovers damages from a third party must reimburse the Village for any Village expenditures, including health benefits, from the recovery of damages.

**Section 5.05 Holidays**

Presently, all non-bargaining unit employees are eligible for paid time off for the following Holidays:
- 1/2 Day New Year's Eve
- New Year's Day
- Presidents Day
- 1/2 Day Friday before Easter
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Eve
- Christmas Day
The Administrative staff receives a ½ holiday for the afternoon of Good Friday and a ½ holiday for the afternoon of New Year’s Eve. Logistically, this really is not the best for our operations and with New Year’s Eve falling on Monday this year, staff would have to come in for 4 hours on Monday, when New Years is on Tuesday. That being said, I would like to combine the two ½ holidays into a single holiday for New Year’s Eve moving forward.

- **New Year's Eve**
- New Year's Day
- Presidents Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Eve
- Christmas Day

Usually both of those days are very quiet operationally and we do not receive much foot traffic at Administration or Community Development. Many staff members usually use benefit time to take one of these days off anyway. We have several different faiths among staff that do use their benefit time for their religious holidays. If any staff member wishes to use benefit time to attend religious services for Good Friday, they can still do so.

**Recommendation:**
The Village Board approves the ordinance as presented.
AN ORDINANCE AMENDING ARTICLE V OF THE PERSONNEL MANUAL OF THE VILLAGE OF OAK BROOK, ILLINOIS

WHEREAS, the President and Board of Trustees of the Village of Oak Brook approved the current Village of Oak Brook Personnel Manual on January 13, 2015 with the passage of Resolution R-1424; and

WHEREAS, it is deemed appropriate that said Personnel Manual be amended in regard to revisions to specific statutes which affect Village operations.

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

Section 1: Recitals. The foregoing recitals are restated and incorporated herein as the findings of the President and Board of Trustees.

Section 2: Amendments. Article V, “Benefits and Leaves”, Section 5.02, “Sick Leave”, Sub-Sections B, "Accrual", C, “Use of Sick Leave” of the Personnel Manual of the Village of Oak Brook be and is hereby amended to read as follows:

5.02 Sick Leave

B. Accrual - Upon the initial hiring of a full-time employee and after the end of the first month thereafter, such employee shall receive one (1) eight (8) hour day’s sick leave or twelve (12) hours of sick leave for non-bargaining unit fire officers, regardless of the date of hire. Full-time employees accrue sick leave at the rate of one (1) day of sick leave for each full payroll month of service, up to a maximum of 180 days; non-bargaining unit fire officers accrue 12 hours of sick leave for each full month of service, not to exceed 2,016 hours. Unused sick leave is carried from year to year.

Any full-time employee using more than 24 hours sick leave (or FMLA for own serious illness) in a calendar payroll month, or more than one (1) duty day in the case of commissioned Fire personnel, does not accrue sick leave for that month.

C. Use of Sick Leave

1. To receive compensation while absent on sick leave, the employee shall notify his immediate supervisor not less than one (1) hour before the time set for beginning his or her daily duties.

2. Full-time employees may utilize up to three forty-eight (48) hours (3) days sick leave and Battalion Chiefs may utilize up to one (1) duty day seventy-two (72) hours of sick leave for a serious illness of a member of the immediate family or because of childbirth or adoption by the employee, spouse or party to a civil union, which shall be charged against accrued sick leave. Once these days are utilized, employees will use their available vacation leave before using the remaining balance of their sick leave. All available paid accrual balance of vacation leave and sick leave must be exhausted before unpaid leave is commenced.

3. An employee using sick leave for more than three (3) consecutive scheduled days, or more than one (1) day for Fire shift personnel, must submit a statement from a physician certifying the illness (for themselves or the sick family member) and a return to work certification before compensation will be
approved. Employees using sick leave for less than three (3) consecutive scheduled days, or one (1) day for Fire shift personnel, may be required to submit a statement from a physician's certificate. The Village retains the right to reasonably question sick leave usage and take reasonable corrective action to deal with unexcused excessive sick leave usage. Sick leave is a conditional benefit for the purpose of providing financial resources to employees who become unable to attend work due to personal or family-related illnesses. Claiming sick leave under false pretenses is grounds for disciplinary action up to and including termination. Patterns of sick leave use may cause suspicion of sick leave abuse. Sick leave pay may be withheld until an investigation into suspected abuse is concluded. If an investigation determines that the employee abused sick leave and, as a result, the employee has been overpaid, such overpayment shall be deducted from that employee’s next pay.

4. An employee who is injured off duty and who recovers damages from a third party must reimburse the Village for any Village expenditures, including health benefits, from the recovery of damages.

Section 3: Amendments. Article V, “Benefits and Leaves”, Section 5.05, “Holidays”. Sub-Section B, “Holidays Observed”, of the Personnel Manual of the Village of Oak Brook be and is hereby amended to read as follows:

5.05 Holidays

B. Holidays Observed:

- 1/2 Day New Year's Eve
- New Year's Day
- Presidents Day
- 1/2 Day Friday before Easter
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Eve
- Christmas Day

[SIGNATURE PAGE FOLLOWS]
APPROVED THIS 13th day of February, 2018.

________________________________________
Gopal G. Lalmalani
Village President

PASSED THIS 13th day of February, 2018.

Ayes: _______________________________________
Nays: _______________________________________
Absent: _______________________________________

ATTEST:

________________________________________
Charlotte K. Pruss
Village Clerk
SUBJECT: Surplus Property

FROM: Rania Serences, Senior Purchasing Assistant

BUDGET SOURCE/BUDGET IMPACT: N/A

RECOMMENDED MOTION: I move that the Village Board adopt the attached ordinance authorizing the donation of surplus Self Contained Breathing Apparatus (SCBA) and Equipment

Background/History:

The attached ordinance authorizes the donation of SCBA and equipment from the Fire Department that have reached the end of their useful lives and have been replaced with newer models. Staff recommends donating to MSA – The Safety Company, or the State Fire Marshall. We have requested and will receive letters of indemnification from MSA – The Safety Company and the State Fire Marshall prior to donating. If donation is not possible, the Village will properly dispose of the surplus items.

Recommendation:

That the Village Board adopt the attached ordinance authorizing the donation of surplus Self Contained Breathing Apparatus (SCBA) and Equipment.
ORDINANCE 2018-PP-S-1524

AN ORDINANCE AUTHORIZING THE DONATION 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 donation to either MSA–The Safety Company or the Illinois State Fire Marshal.

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 donation to either MSA–The Safety Company or the Illinois State Fire Marshal.

<table>
<thead>
<tr>
<th>SELF-CONTAINED BREATHING APPARATUS (SCBA) AND EQUIPMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>EQUIPMENT</strong></td>
</tr>
<tr>
<td>Ultra Elite Facepieces (No Accessories)</td>
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<tr>
<td>Ultra Elite Facepieces (No Accessories)</td>
</tr>
<tr>
<td>Ultra Elite Facepieces (No Accessories)</td>
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<tr>
<td>Ultra Elite Facepieces (with HUD)</td>
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<tr>
<td>Ultra Elite Facepieces (with HUD)</td>
</tr>
<tr>
<td>Ultra Elite Facepieces (with HUD and Clear Command Voice Amplifier)</td>
</tr>
<tr>
<td>Ultra Elite Facepieces (with HUD and Clear Command Voice Amplifier)</td>
</tr>
<tr>
<td>Cylinders</td>
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<tr>
<td>Cylinders</td>
</tr>
</tbody>
</table>

Section 3: Pursuant to 65 ILCS 5/11-76-4, the Village Manager is hereby authorized and directed to dispose of the above items by sale through electronic auction or broker, if possible, or by donation or disposal if sale is not possible, 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.

[SIGNATURE PAGE FOLLOWS]
APPROVED THIS 13th day of February, 2018.

__________________________________________
Gopal G. Lalmalani
Village President

PASSED THIS 13th day of February, 2017.

Ayes: _______________________________________

Nays: _______________________________________

Absent: _____________________________________

ATTEST:

__________________________________________
Charlotte K. Pruss
Village Clerk
SUBJECT: Award of Contract – Replacement Vehicle
One (1) Chevrolet Tahoe SUV – State of Illinois

FROM: Rania Serences, Senior Purchasing Assistant

BUDGET SOURCE/BUDGET IMPACT: $45,000 is budgeted in Equipment Replacement (342-90200)

RECOMMENDED MOTION:
I move that the Village Board waive further bidding since the State of Illinois already conducted the bid process and issue a purchase order to Miles Chevrolet, Decatur, Illinois for one (1) 2018 Chevrolet Tahoe (4WD) in the amount of $38,572, and that $27,428 be authorized to purchase the necessary equipment. Additionally, that the Village Board approve Resolution R-1702, A Resolution Approving the Waiver of Competitive Bidding and Authorizing the Purchase of a Replacement Fire Administrative Vehicle.

Background/History:
Staff has made a concerted effort to right-size the Village’s overall vehicle fleet. The Fleet Management Committee, with the concurrence of the Public Works Department, is recommending the replacement of Unit C-94. The committee considered the following factors for each vehicle prior to reaching a 2018 vehicle replacement budget recommendation: years in service, miles driven, engine hours, maintenance history, anticipated maintenance costs, resale value and potential for use by other departments within the Village. The vehicle is the Fire Chief vehicle. It is an emergency response vehicle and also can serve as a command post during an emergency. The vehicle being replaced is a 2013 Chevrolet Tahoe with 95,637 miles. This vehicle will be repurposed as a fire prevention bureau vehicle. The current fire prevention bureau vehicle, a 2009 Chevrolet Tahoe, with 87,659 miles, will be declared surplus and sold through the State of Illinois iBid Program (an ordinance to declare the vehicles surplus will be presented at that time). Staff is also requesting an additional $27,428 to be authorized to purchase the necessary equipment. The $27,428 is earmarked for the purchase of radios, computer equipment, lights, sirens, and any other necessary incidentals. The total vehicle purchase cost is $66,000. A budget amendment in the amount of $21,000 will be recommended at an upcoming Board meeting to cover the total vehicle purchase cost, pending approval of this purchase.

Pursuant to the provisions of Section 1-7-10 of the Code of Ordinances and Compiled Statutes, the Village is permitted to join with other governmental units in order to benefit from cooperative purchasing arrangements. Delivery is expected approximately 90 days after receipt of order. The order cut-off for the 2018 Chevrolet Tahoe is early March.
Recommendation:
That the Village Board waive further bidding since the State of Illinois already conducted the bid process and issue a purchase order to Miles Chevrolet, Decatur, Illinois for one (1) 2018 Chevrolet Tahoe (4WD) in the amount of $38,572, and that $27,428 be authorized to purchase the necessary equipment. Additionally, that the Village Board approve Resolution R-1702, A Resolution Approving the Waiver of Competitive Bidding and Authorizing the Purchase of a Replacement Fire Administrative Vehicle.
## Order Placement Form

Fax to (217) 872-2069

Miles Chevrolet has been awarded the **Illinois State contract # PSD4018343** for the

**2018 Chevrolet Tahoe PPV Police Interceptor.**

### Base Price Equipment includes:

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
</tr>
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<tbody>
<tr>
<td>Police Pursuit Rated</td>
<td>6.3 V8 E85 Flex Fuel Engine</td>
</tr>
<tr>
<td>Locking Rear Differential</td>
<td>Anti-Lock Frt &amp; Rr Disc Brakes</td>
</tr>
<tr>
<td>170 Amp Alternator</td>
<td>P265/70/R17 V Rated Tires (5)</td>
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<tr>
<td>Rear Window Defogger</td>
<td>Cloth Front Bucket Seats</td>
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<tr>
<td>Bluetooth Connectivity</td>
<td>Vinyl Rear 60/40 Bench Seat</td>
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<tr>
<td>Power Windows &amp; Locks</td>
<td>HD Black Vinyl Floor Covering</td>
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<tr>
<td>Cruise Control</td>
<td>Rear Heat &amp; Air Conditioning</td>
</tr>
<tr>
<td>6-Speed Automatic Transmission</td>
<td>Center Console - Delete</td>
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<tr>
<td>17&quot; Painted Steel Wheels</td>
<td>Intermittent Rain Sensing Wipers</td>
</tr>
<tr>
<td>Underbody Skid Plate</td>
<td>720 CCA Primary Battery</td>
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<tr>
<td>Tinted Glass</td>
<td>730 CCA Auxiliary Battery</td>
</tr>
<tr>
<td>Power Front Seats</td>
<td>100 Watt Siren Speaker</td>
</tr>
<tr>
<td>110 Volt Power Outlet</td>
<td>Underbody Skid Plate</td>
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<tr>
<td>LH Spotlight</td>
<td>Tinted Glass</td>
</tr>
<tr>
<td>L&amp;R Side Assist Steps</td>
<td>Power Front Seats</td>
</tr>
<tr>
<td>Air Conditioning</td>
<td>110 Volt Power Outlet</td>
</tr>
</tbody>
</table>

### Policy Value Package includes all of the following options for only

- Headlamp & Taillamp Flasher                                        - Grille Light & Speaker Wiring (6J3)
- Night Saver Dome Light                                              - Trailer Hitch w/7 Wire Harness
- Ignition Override Switch                                            - Frame Mounted Recovery Hooks
- Heat Power OSRV Mirrors                                              - Daytime Running Lights Off Switch
- High Capacity HD Radiator                                           - HD Engine Oil Cooler
- HD Rubber Floor Mats (4)                                            - Rear Vision Camera w/ Park Assist

*4WD Special Service Vehicle is not pursuit rated (top speed 96 mph) and has P255/70R17 all season tires.*

<table>
<thead>
<tr>
<th>Order Additional Options</th>
<th>X Please Check Options Desired</th>
</tr>
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<tbody>
<tr>
<td>Carpet</td>
<td></td>
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<tr>
<td>Disable Rear Door Functions</td>
<td></td>
</tr>
<tr>
<td>Headlamp &amp; Taillamp (Wig/Wag) Flasher</td>
<td></td>
</tr>
<tr>
<td>Extra Key</td>
<td></td>
</tr>
<tr>
<td>Additional Remote (Fob)</td>
<td></td>
</tr>
<tr>
<td>Vehicles Keyed Alike</td>
<td></td>
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<tr>
<td>Delete DRL &amp; Automatic Headlamps</td>
<td></td>
</tr>
<tr>
<td>Ground Studs Rear Auxiliary</td>
<td></td>
</tr>
<tr>
<td>Auxiliary Speaker Wiring</td>
<td></td>
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<tr>
<td>Delete Spotlight</td>
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<tr>
<td>Engine Block Heater</td>
<td>$ 75.00</td>
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<tr>
<td>Ignition Override Switch</td>
<td>$ 240.00</td>
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<tr>
<td>Carpet</td>
<td>$ 170.00</td>
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<tr>
<td>Disable Rear Door Functions</td>
<td></td>
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<td>Headlamp &amp; Taillamp (Wig/Wag) Flasher</td>
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<tr>
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**Enhanced Driver Alert Package contains:** Power Adjustable Pedals, Forward Collision Alert, IntelliBeam Headlamps, Low Speed Forward Automatic Braking, Lane Keep Assist and Lane Departure Warning.

### Exterior Colors

- Black
- Silver
- Dark Blue
- Satin Steel Met
- Tungsten
- Victory Red ($495.00 Extra)

### 2nd Row Seat

- Cloth (Vinyl Std)

### BILL / SHIP TO:

- **City, County or Village of:** Oak Brook
- **Address:** 1200 Oak Brook Rd
- **City:** Oak Brook
- **State:** IL
- **Zip:** 60189
- **Contact Person:** Ranaa Seremes
- **Phone:** 630-368-5161
- **Fax:** 630-368-5165
- **Per Vehicle Price w/ Options:** $ 38,572
- **Total Order Amount:** $ 38,572

---

**Tom Wene - Fleet Operations**

(217) 872-2070 Fax (217) 872-2069

Miles Chevrolet 150 W Pershing Road Decatur, IL 62526

**EMAIL:** twene@vtaig.com

---

**Enhanced Driver Alert Package includes:**

- Power Adjustable Pedals
- Forward Collision Alert
- IntelliBeam Headlamps
- Low Speed Forward Automatic Braking
- Lane Keep Assist
- Lane Departure Warning.
RESOLUTION 2018-FD-V-R-1702

A RESOLUTION APPROVING THE WAIVER OF COMPETITIVE BIDDING
AND AUTHORIZING THE PURCHASE OF A REPLACEMENT FIRE ADMINISTRATIVE VEHICLE

WHEREAS, the Fleet Management Committee ("Committee") is recommending the replacement of Unit C-94, a 2013 Chevrolet Tahoe ("Current Vehicle"), which currently serves as a Fire Department Administrative vehicle; and

WHEREAS, purchasing a new Administrative vehicle ("Replacement Vehicle") which better serves the goals of the Committee in regard to mileage, maintenance history and anticipated costs, will allow the Current Vehicle to be repurposed as a Fire Prevention Bureau vehicle; and

WHEREAS, Section 1-7-10 of the Village Code of the Village of Oak Brook, Illinois authorizes the Village to join with other units of government in cooperative purchasing plans when it is in the best interests of the Village; and

WHEREAS, the State of Illinois administers a cooperative purchasing program by which the State solicited competitive bids for vehicles of this type and awarded a contract to Miles Chevrolet of Decatur, Illinois ("Miles Chevrolet"); and

WHEREAS, the President and Board of Trustees, being fully advised in the premises, have determined that it is in the best interests of the Village and its residents to so waive competitive bidding and to approve the purchase of a Replacement Vehicle from Miles Chevrolet and also the necessary equipment;

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

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

Section 2: Waiver of Competitive Bidding Requirements. The advertising and bidding requirements for the purchase of a Replacement Vehicle shall be, and they are hereby, waived in accordance with Section 1-7-4 of the Village Municipal Code.

Section 3: Approval of Purchase of Replacement Vehicle. The purchase of a Replacement Vehicle in an amount not to exceed $38,572 from Miles Chevrolet shall be, and is hereby, approved.

Section 4: Approval of Purchase of Equipment for Replacement Vehicle. The purchase of necessary equipment for the Replacement Vehicle in an amount not to exceed $27,428 shall be, and is hereby, approved.

Section 5: Execution of Required Documentation. The Village Manager shall be, and is hereby, authorized to execute, on behalf of the Village all documents necessary to complete the purchase pursuant to Sections 3 and 4 of this Resolution.

Section 7: Effective Date. This Resolution shall be in full force and effect from and after its passage by two-thirds of the Trustees and its approval in the manner provided by law.
APPROVED THIS 13th day of February, 2018

Gopal G. Lalmalani
Village President

PASSED THIS 13th day of February, 2018

Ayes: 

Nays:

Absent:

ATTEST:

Charlotte K. Pruss
Village Clerk
EXHIBIT A

FROM: Barry Liss, Fire Chief

BUDGET SOURCE/BUDGET IMPACT: $35,200 found in Emergency Medical Services, Equipment Replacement 731-90200.

RECOMMENDED MOTION: I move that the Village Board waive further bidding, since National Purchasing Partners, a cooperative purchasing entity, has already conducted the bid process, with an additional cooperative volume purchasing discount provided through the local efforts of Silver Cross Emergency Medical Services, representing local area affiliates and issue a purchase order to Zoll Medical Corporation, Chelmsford, MA, for one (1) X Series Manual Monitor/Defibrillator plus accessories, for a net amount after trade-in, of $30,679.24 (see attached). Additionally, that $1,559.76 be authorized to purchase any necessary incidentals and mounting hardware.

Background/History:

Cardiac monitoring, electrocardiogram (ECG) interpretation and the ability to quickly deliver a therapeutic dose of electrical current (defibrillation) to a life-threatening cardiac dysrhythmia is a fundamental Advanced Life Support (ALS) skill that is frequently used in the pre-hospital setting by paramedics. Effective cardiac monitoring of a potential cardiac patient’s heart rhythm, the ability to detect changes that could be life-threatening, and the capability of providing early defibrillation are of the utmost importance toward a favorable outcome of a sudden cardiac related illness, heart attack or cardiac arrest.

Our paramedics are taught how to interpret and properly treat a wide variety of cardiac rhythms in an attempt to stabilize the patient prior to being transported to the hospital. Providing that
level of care requires the use of very specialized equipment, such as our technically advanced monitor/defibrillators.

The “Zoll” brand monitor/defibrillators are currently owned and operated by the department. They have been previously evaluated and compared against other manufactured models and brands, and are continuously determined to be a favored device providing extremely reliable, dependable and effective service with state-of-the-art functionality. In our ability to provide the highest level of care, it is critical that we maintain similarity and functionality of our specialized equipment, thereby guaranteeing our personnel will be knowledgeable and comfortable when operating on the scene of an emergency. Satisfied with the quality and ease of operation, the “Zoll” monitor/defibrillator is a well known and respected product worldwide in the pre-hospital and hospital setting, as well as the military.

Our oldest unit, purchased in 2004 has reached and exceeded its useful life span. As part of our ongoing commitment to our capital equipment improvement program, in conjunction with the recommendation of the products manufacturer, advancements in the level of prescribed treatment and improvements in today’s software and hardware components, it has become necessary for the replacement of the existing unit.

Unlike the older model, the new monitor/defibrillator will provide similar features but with the addition of transcutaneous pacing capable, measuring oxygen saturation (SpO2), carbon monoxide saturation (SpCO), end tidal carbon monoxide (ETCO2), 12-Lead ECG capable, and automatic blood pressure monitoring.

Taking full advantage of cooperative purchasing, consortium bidding and pricing conducted and received through National Purchasing Partners represents a 20% discount from the manufacturer’s list price. Additionally, as a local affiliate, we are able to take advantage of an area wide volume discounting cooperative spearheaded by the Silver Cross Emergency Medical System located in New Lenox Illinois representing an additional 8% discount for a total discounted price of 28%. Delivery is expected approximately 30-45 days upon receipt of the order. Additionally, the older unit represents a trade-in value of $1,000, which has been applied to the total purchase price of the quote. Lastly, there will be a need to purchase necessary incidental cables and mounting hardware not to exceed the remaining budgeted fund balance.

**Recommendation:**
That the Village Board waive further bidding, since National Purchasing Partners already conducted the bid process, and take advantage of a cooperative volume purchase through the Silver Cross Emergency Medical Services, issue a purchase order to Zoll Medical Corporation, Chelmsford, MA, for one X Series Manual Monitor/Defibrillator plus accessories in the amount of $30,679.24. Additionally, an amount not to exceed $1,559.76 is authorized to purchase the necessary incidentals and mounting hardware.
RESOLUTION 2018-FD-PG-EQ-R-1703

A RESOLUTION APPROVING THE WAIVER OF COMPETITIVE BIDDING AND AUTHORIZING

THE PURCHASE OF A MONITOR/DEFIBRILLATOR

WHEREAS, monitors and defibrillators are part of the essential equipment used in Village ambulances to provide life-saving medical care; and

WHEREAS, the Village is scheduled to replace a 2004 monitor/defibrillator used in Village ambulances (collectively, "Replacement Equipment"), and

WHEREAS, the 2018 budget includes: (i) $35,200 for emergency medical services and equipment replacement; and

WHEREAS, Section 1-7-10 of the Village Code authorizes the Village to join with other units of government in cooperative purchasing plans when it is in the best interests of the Village; and

WHEREAS, National Purchasing Partners, through its cooperative purchasing program, sought bids for Replacement Equipment and identified Zoll Medical Corporation, of Chelmsford, Massachusetts ("Zoll"), as the lowest responsible bidder; and

WHEREAS, because National Purchasing Partners already conducted competitive bidding processes for the purchase of the Replacement Equipment, the Village staff has recommended that the Village waive competitive bidding and approve the purchase of the Replacement Equipment from Zoll for a total amount not to exceed $35,200; and

WHEREAS, the President and Board of Trustees, being fully advised in the premises, have determined that it is in the best interests of the Village and its residents to so waive competitive bidding and to approve the purchase of the Replacement Equipment;

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

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

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

Section 3: Authorization of Purchase of Replacement Equipment. The purchase of the Replacement Equipment from Zoll in a total amount not to exceed $35,200 is hereby authorized.

Section 4: Execution of Required Documentation. The Village President and the Village Clerk shall be, and are hereby, authorized to execute and attest, on behalf of the Village all documents necessary to complete the purchase pursuant to Section 3 of this Resolution.

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

[SIGNATURE PAGE FOLLOWS]
APPROVED THIS 13th day of February, 2018.

Gopal G. Lalmalani
Village President

PASSED THIS 13th day of February, 2018.

Ayes: ______________________________________________________________

Nays: ______________________________________________________________

Absent: ____________________________________________________________

ATTEST:

Charlotte K. Pruss
Village Clerk
AGENDA ITEM
Regular Board of Trustees Meeting of February 13, 2018

SUBJECT: Taste of Oak Brook Sponsorship Agreement

FROM: Riccardo F. Ginex, Village Manager

BUDGET SOURCE/BUDGET IMPACT: #816-79400

RECOMMENDED MOTION: Motion to Approve Resolution 2018-AG-MCD-TASTE-FRWRKS-R-1701, a Resolution Approving a Sponsorship Agreement Between the McDonalds Corporation and the Village Of Oak Brook for McDonalds Corporation to Sponsor the Independence Day and Taste of Oak Brook Fireworks Show.

Background/History:
Every year the McDonald’s Corporation co-sponsors the Village’s Annual Taste of Oak Brook event by making a generous donation to the Village of Oak Brook. Without this donation, this event would not be able to take place.

McDonalds will not have an on-sight presence at the Taste of Oak Brook again this year.

The sponsorship agreement attached is the same agreement as in the past, just updated to reflect the changes in the year.

McDonald’s generous donation is a large reason and essential for the success of the Taste of Oak Brook event.

Recommendation:
Staff recommends that the Village Board approve Resolution R-1701, approving the Sponsorship Agreement between the Village of Oak Brook and McDonald’s Corporation for Taste of Oak Brook/Independence Day Fireworks Event.
A RESOLUTION APPROVING A SPONSORSHIP AGREEMENT BY AND BETWEEN MCDONALDS CORPORATION AND THE VILLAGE OF OAK BROOK FOR MCDONALDS CORPORATION TO SPONSOR THE INDEPENDENCE DAY AND TASTE OF OAK BROOK FIREWORKS SHOW

WHEREAS, the Village is hosting its annual Taste of Oak Brook on July 3, 2018; and

WHEREAS, the Taste of Oak Brook coincides with Independence Day and the Village’s Independence Day fireworks show ("Show"); and

WHEREAS, McDonalds Corporation ("McDonalds") has successfully sponsored the Show in previous years; and

WHEREAS, the Village and McDonalds desire to enter into an agreement for McDonalds to sponsor this year's Show by providing the Village a sponsorship fee of $100,000 ("Agreement"); and

WHEREAS, the President and Board of Trustees have determined that it is in the best interests of the Village to enter into the Agreement in a final form approved by the Village Manager.

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

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

Section 2: Approval of the Agreement. The President and Board of Trustees hereby approve the Agreement with McDonald’s in substantially the same form as attached as Exhibit A.

Section 3: Authorization and Execution of the Agreement. The Village President and Village Clerk shall be, and hereby are, authorized to execute the Agreement between the Village and McDonald’s after receipt of the final Agreement fully executed by McDonald’s.

Section 4: Effective Date. This Resolution shall be in full force and effect upon passage and approval in the manner provided by law.

[SIGNATURE PAGE FOLLOWS]
APPROVED THIS 13th day of February, 2018.

Gopal G. Lalmalani
Village President

PASSED THIS 13th day of February, 2018.

Ayes: ____________________________________________

Nays: ____________________________________________

Absent: ____________________________________________

ATTEST:

Charlotte K. Pruss
Village Clerk
INDEMNIFICATION AND SPONSORSHIP AGREEMENT,
BY AND BETWEEN THE VILLAGE OF OAK BROOK AND
McDONALD'S CORPORATION

THIS AGREEMENT is made this day of 2018, by THE VILLAGE OF OAK BROOK (the "Village"), and McDONALD'S CORPORATION ("McDonald’s") as follows:

INDEMNIFICATION

I. In the event that as a result of the agreement dated December 17, 2015, by and between the Village and Melrose Pyrotechnics ("Melrose") for provision of a fireworks display for the Village's Independence Day/Taste of Oak Brook celebration (the "Fireworks Agreement"), or any activities arising out of or related to the Fireworks Agreement and/or the Village’s Independence Day/Taste of Oak Brook celebration event (the fireworks display and all of the activities related to the Village’s Independence Day/Taste of Oak Brook celebration events shall be collectively referred to as the “Events”), McDonald’s or its subsidiaries, affiliates, franchisees, and the officers, agents, employees, volunteers and licensors of any of the foregoing (collectively, the “McDonald’s Indemnified Parties”) are made a party defendant in any litigation, or any claim or demand is made against any such party, the Village agrees to defend, indemnify and hold harmless any such party, individually and collectively, from and against any and all suits, claims, demands, set offs, or other action, including but not limited to judgments arising therefrom ("Indemnified Claims"). The obligation of the Village with regard to Indemnified Claims shall include and extend to payment of reasonable attorneys' fees for the representation of any such party in any litigation or investigation, and shall further include expenses, court costs and all other fees associated with any Indemnified Claims. The obligations of the Village under this Section I shall not extend to any Indemnified Claims that are either caused by the negligence of any or all of the McDonald's Indemnified Parties or if performance of any obligations is prohibited by law.

II. As part of its obligations hereunder, the Village shall maintain and provide proof of insurance covering the Events and naming the McDonald’s Indemnified Parties as additional insured’s at the levels specified in subsection (a) below:

(a) Minimum scope of insurance and minimum insurance limits.

(1) Workers compensation insurance as required by the State of Illinois.

(2) Employers liability insurance of $1,000,000 per accident.

(3) $1,000,000 combined single limit automobile liability insurance per accident for bodily injury and property damage.

(4) $1,000,000 broad form comprehensive general liability insurance (including, but not limited to, personal injury, blanket contractual liability, property damage, products and completed operations, and explosion, collapse and damage to underground property), and shall provide coverage (either by special endorsement or otherwise) for any and all claims arising out of or related to the use of fireworks, fireworks display, or any similar type of explosive device.

Additionally, the Village shall assure that any agreement it makes with Melrose (or any other third party for the provision of a fireworks display for the Events) shall require Melrose (or such other third party) to procure and maintain or cause to be procured and maintained, with
respect to any and all services and fireworks display (the "Work") furnished pursuant to the Fireworks Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of such Work by Melrose, its contractors, agents, representatives, employees or subcontractors, at the levels of coverage specified in subsection (b) below:

(b) Minimum scope of insurance and minimum insurance limits.

(1) Workers compensation insurance as required by the State of Illinois.

(2) Employers liability insurance of $1,000,000 per accident.

(3) $1,000,000 combined single limit automobile liability insurance per accident for bodily injury and property damage.

(4) $8,000,000 broad form comprehensive general liability insurance (including, but not limited to, personal injury, blanket contractual liability, property damage, products and completed operations, and explosion, collapse and damage to underground property), and shall provide coverage (either by special endorsement or otherwise) for any and all claims arising out of or related to the use of fireworks, fireworks display, or any similar type of explosive device.

(c) The Comprehensive General Liability shall be endorsed to contain the following:

(1) The Village and the McDonalds Indemnified Parties are to be covered as insured’s or additional insured’s as respects all Work performed under this Agreement.

(2) The insurance procured pursuant to the provisions of this paragraph shall be primary to the maximum extent allowed by law as respects the Village and the McDonald’s Indemnified Parties, and any insurance or self insurance maintained by any such party shall be excess of the insurance procured by or on behalf of Melrose (or other applicable third party) and shall not contribute with it.

(3) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the Village and the McDonald’ Indemnified Parties.

(4) Each policy required by this paragraph shall be endorsed to state that thirty (30) days' prior written notice by regular mail or personal delivery of cancellation or nonrenewal must be made to the Village.

The Village shall furnish McDonald’s with a certificate of insurance evidencing its coverage obligations as set forth above. Likewise, Melrose shall be required to furnish or cause to be furnished to the Village certificates of insurance with original endorsements affecting all coverage required by this paragraph. The certificates and endorsements are to be received and approved by the Village before the commencement of any Work, and shall be provided to McDonald’s upon request.
III. McDonald’s hereby agrees to sponsor the firework display (pyrotechnics) feature of the Oak Brook Independence Day/Taste of Oak Brook Celebration. As such, McDonald’s agrees to pay the sum of $100,000.00 to the Village to provide support for the Events. McDonald’s shall make such payment to the Village no later than July 1, 2018.

(a) The Village agrees to allow McDonald’s the right to display banners to indicate corporate recognition and their sponsorship of the Events in locations agreeable to the Village so as not to cause a safety concern.

(b) The Village also agrees that should it create and display any banners or marketing or advertising for the Events, McDonald’s will be listed and noted as the presenting sponsor on the materials and McDonald’s will be provided a copy for review in advance of the release date.

(c) The Village and McDonald’s agree that any press release created for the event shall be approved by both parties in advance of release.

(d) If desired McDonald’s shall have the right to distribute fliers/coupons for McDonald’s products and marketing purposes during the Events. The Village agrees to provide McDonald’s with 350 food vendor tickets, valued at $1 each, to be used at the Taste of Oak Brook for food and/or beverage items.

(e) The official name of the event will be: **Taste of Oak Brook sponsored by McDonald’s.** The official name will be used on all advertising and signage referring to the event.

(f) (6) 30-second announcement spots at the event (McDonald’s to provide the script cards 7 days before event)

(g) Incorporate “McDonald’s” at the beginning of the pyrotechnic show via announcement

(h) Village to provide (25) VIP parking passes for Management at Oak Brook Golf Club.

(i) Village agrees that none of the McDonald’s restaurant chain competitors in the quick service or fast casual restaurant segments (e.g., Starbucks, Dunkin Donuts, Burger King, Subway, Arby’s, Panera Bread) will be permitted to sponsor or otherwise participate as vendors in connection with the Events.

In return, McDonald’s hereby agrees to provide:

(a) Script cards for their 30-second spots 7 days before the event.

(b) Any additional signage, i.e. entryway, stage, beer tent, etc.

V. The parties acknowledge and agree that the Events are currently scheduled to occur on July 3, 2018. In the event of inclement weather or other circumstances beyond the control of the Village, the Village reserves the right to cancel the restaurant tasting portion of the Events and conduct fireworks only on July 4, 2018 instead. If the Village does not conduct fireworks display for any reason on either July 3 or July 4, 2018, McDonald’s shall be entitled to a partial refund of $80,000.00, such partial refund to be paid to McDonald’s within 10 days following cancellation of the fireworks display.

IN WITNESS WHEREOF, the undersigned parties have approved this Agreement, as executed by its authorized agent.
APPROVED this _____ Day of ______ 2018

Village of Oak Brook:          McDonald’s Corporation:

_____________________   ____________________________
Gopal G. Lalmalani         Kevin Ozan
Village President          Senior Vice President

Attest:

______________________
Charlotte K. Pruss
Village Clerk
# REVIEW OF CONTRACTS

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## CONTRACT AMOUNT

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

## NOTES

This is an agreement between V.O.B. and McDonald's Corp. for sponsorship of the 2018 Taste of Oak Brook, July 3, 2018 in the amount of $100,000.

This is the same agreement we have used for several years.

## DEPARTMENT DIRECTOR SIGNATURE

**Name:** Donna Bettin  
**Date:** 1-15-18

## INITIAL REVIEWING ATTORNEY SIGNATURE

**Name:**  
**Date:** 1/15/18

## APPROVED BY VILLAGE PRESIDENT/VILLAGE MANAGER

**Name:**  
**Date:** 1/15/18

## FINAL REVIEW AS TO FORM ATTORNEY SIGNATURE

**Name:**  
**Date:** 1/15/18

- [ ] 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:**
AGENDA ITEM
Regular Board of Trustees Meeting of
February 13, 2018

SUBJECT: Professional services Agreement with Kluber Architects & Engineers, for Electrical Engineering Services for the Oak Brook Bath and Tennis Club House.

FROM: Doug Patchin, Director of Public Works

BUDGET SOURCE/BUDGET IMPACT: $ 32,900 from account # 421-90400

RECOMMENDED MOTION: I move that the Village Board adopt and authorize the execution of a professional service agreement with Kluber Architects & Engineers, for Electrical Engineering Services for the Oak Brook Bath and Tennis Club House.

Background/History:

In 1991 the original electrical service to the Bath and Tennis Clubhouse was upgraded and a small emergency generator was added. This standby emergency generator provided backup power to the existing building HVAC, limited lighting and outlet receptacles.

In 2001 a remodeling and expansion project was completed, this included the poolside snack bar, enlarging the banquet facilities, expanding the kitchen and adding additional HVAC units. At this time a second electric service was installed to supply the additions, kitchen and new walk-in units.

Last year during a wedding reception, the Bath and Tennis experienced a ComEd power disruption. The power outage caused the wedding guest to experience no power for the wedding band, or disc jockey and caused limited lighting throughout the building including the kitchen and bathroom facilities.
Kluber Architects & Engineering was contracted to review the existing electric service and to make possible recommendations to upgrade the electric service and better utilize the emergency standby generator.

What Kluber found was, when upgrades and remodeling projects were designed the electric service was designed for the specific project at that time. Neither electric service is large enough to supply the entire building needs, the generator is undersized and cannot operate the major functions at the Bath and Tennis. The major functions include the pool, banquet facility lighting, the kitchen, walk-in refrigerators and HVAC units.

**Project Scope:**

The proposed project design will result in plans, specifications and construction contract administration for a project which will correct electrical inefficiency at the Bath and Tennis.

- Install a single 233kW natural gas emergency backup generator. The new generator will have the capacity to operate the entire Bath and Tennis facility including the pool, kitchen and HVAC units.
- Update the 2001 service, rebuild the service equipment to create a single service feed which also will incorporate the emergency generator and load transfer capabilities.
- Demolish the original service and install a feeder distribution trenched over from the updated service. This will combine the two (2) service feeds into one building service feed.
- Demolish and remove the existing 1991 generator.

The estimated budget for this project, including design fees and contingencies is $281,000, with a project duration of eleven months.

**Recommendation:**

Staff recommends that the Village Board authorizes execution of a professional services agreement with Kluber Architects & Engineers, for Electrical Engineering Services for the Oak Brook Bath and Tennis Club House.
# REVIEW OF CONTRACTS

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- $20,000 - $500,000
- $500,001 - $1,000,000
- Over $1,000,000

## Prof. Electrical Engineering Services Agreement for the Bath & O’Tennis Clubhouse Emergency Generator

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- Three (3) Originals signed by other party
- Original provided to staff member for other party
- Original provided to official files

---

Village of Oak Brook | Approved by Board of Trustees - Date/Initials:
A RESOLUTION APPROVING AND AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT

BY AND BETWEEN THE VILLAGE OF OAK BROOK AND KLUBER ARCHITECTS AND ENGINEERS

FOR ELECTRICAL ENGINEERING SERVICES RELATED TO

AN EMERGENCY GENERATOR AT THE BATH AND TENNIS CLUBHOUSE

WHEREAS, the Village contracted with Kluber Architects and Engineers ("Kluber") to review the existing electric service and to make possible recommendations to upgrade the electric service and emergency generator at the Bath and Tennis Clubhouse ("Clubhouse"); and

WHEREAS, Kluber is providing the professional services required for developing the construction documents, bidding phase, and construction administration for the new generator at the Bath and Tennis Clubhouse ("Services"); and

WHEREAS, pursuant to the Local Government Professional Services Selection Act ("Act"), 50 ILCS 510/0.01 et seq., and Section 1-7-6 of the Village Code, the Village is not required to follow the notice, evaluation, and selection procedures set forth in the Act for engineering services provided by engineers who have a satisfactory relationship with the Village; and

WHEREAS, the Village and Kluber desire to enter into and execute an agreement for Kluber to provide the Services to the Village for an amount not to exceed $32,900.00 ("Agreement"), which Agreement is attached to this Resolution as Exhibit A; and

WHEREAS, the President and Board of Trustees have determined that it is in the best interest of the Village to enter into the Agreement;

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

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

Section 2: Approval of Agreement. The President and Board of Trustees hereby approve the Agreement with Kluber for the Services in substantially the same form as attached as Exhibit A and in a final form approved by the Village Attorney.

Section 3: Authorization and Execution of Agreement. The Village Manager and Village Clerk shall be, and hereby are, authorized to execute the Agreement between the Village after receipt of the final Agreement fully executed by Kluber.

Section 4: Effective Date. This Resolution shall be in full force and effect upon passage and approval in the manner provided by law.

[SIGNATURE PAGE FOLLOWS]
APPROVED THIS 13th day of February, 2018

Gopal G. Lalmalani
Village President

PASSED THIS 13th day of February, 2018

Ayes: ________________________________________________________________

Nays: ________________________________________________________________

Absent: ________________________________________________________________

ATTEST:

Charlotte K. Pruss
Village Clerk
EXHIBIT A

AGREEMENT
AGENDA ITEM
Regular Board of Trustees Meeting
of
February 13, 2018

SUBJECT: Hannon’s Yorkshire Estates Subdivision – 601 Harger Road – Final Plat – Two Lot Subdivision

FROM: Tony Budzikowski, AICP, Development Services Director

BUDGET SOURCE/BUDGET IMPACT: N/A

RECOMMENDED MOTION: I move that the Village Board concur with the recommendation from the Plan Commission (PC) whereby a failed motion to approve resulted in the Plan Commission denying the two-lot Final Plat of Subdivision for the property at 601 Harger Road.

Or in the alternative

I move to approve the applicant’s request for the proposed two-lot Final Plat of Subdivision for the property at 601 Harger Road, subject to the following conditions:

1. The front yard setback and any other technical requirements be added to the plat.
2. Final engineering approval of the final plat of subdivision.
3. Adoption of the resolution necessary to grant the requested final plat of subdivision which resolution the Village Attorney shall (by this motion) be directed to prepare for consideration at the February 27, 2018 Board of Trustees meeting.

Background/History:
James R. Hannon of Steeplechase Partners is the owner of the property at 601 Harger Road and has submitted a petition requesting approval of a final plat of subdivision for the 1.157-acre property located on the east side of Harger Road, approximately 320 feet south of Yorkshire Woods.
ITEM 8.B
BOARD OF TRUSTEES MEETING
SAMUEL E. DEAN BOARD ROOM
BUTLER GOVERNMENT CENTER
1200 OAK BROOK ROAD
OAK BROOK, ILLINOIS
630-368-5000

AGENDA ITEM
Regular Board of Trustees Meeting
of
February 13, 2018

SUBJECT:  Franklin Subdivision – 1900 Spring Road – Preliminary and Final Plat – Three Lot Subdivision

FROM:      Tony Budzikowski, AICP, Development Services Director

BUDGET SOURCE/BUDGET IMPACT: N/A

RECOMMENDED MOTION: I move that the Village Board concur with the recommendation from the Plan Commission (PC) to approve the proposed three-lot Preliminary and Final Plat of Subdivision for the property at 1900 Spring Road, subject to the following conditions:

1. Engineering approval of the Preliminary and Final Plat.
2. Adoption of a resolution necessary to grant the requested Preliminary and Final Plat which the Village Attorney shall (by this motion) be directed to prepare for consideration at the February 27, 2018 Board of Trustees meeting.

Background/History:
Franklin 1900 Spring Road, LLC owner of the property located at 1900 Spring Road has submitted a petition requesting approval of a preliminary and final plat of subdivision for the 8.43-acre property located immediately north and east of the Oakbrook Center. The proposed subdivision creates three (3) lots including two (2) commercial outlots and a third lot for the existing multi-tenant office building that contains Citibank. The proposed lots are 19,694 square feet, 34,203 square feet and 313,207 square feet respectively and all of the proposed lots comply with the requirements of the B-2 Regional Shopping Center zoning district.

At its meeting on January 15, 2018, the Plan Commission reviewed and deliberated on a petition from Franklin 1900 Spring, LLC, requesting approval of the preliminary and final
SUBJECT: Engagement Letter for Attorney Service

FROM: Riccardo F. Ginex, Village Manager

BUDGET SOURCE/BUDGET IMPACT: NA


Background/History:
The Village of Board has solicited proposals from specific law firms with regards to litigation. The firm of Rathje Woodward LLC was selected for this purpose.

Attached is the engagement letter for their services.

Recommendation:
The Board approves the Engagement Letter and resolution as presented.
RESOLUTION 2018-AG-LIT-R-1705

A RESOLUTION APPROVING AN ENGAGEMENT AGREEMENT

WITH RATHJE WOODWARD, LLC AND THE VILLAGE OF OAK BROOK, ILLINOIS

FOR ATTORNEY SERVICES

WHEREAS, historically, litigation matters have sometimes been handled by outside legal counsel; and

WHEREAS, in January 2018 the Village solicited proposals for legal services, specifically for litigation matters; and

WHEREAS, after reviewing the proposals submitted to the Village, the President and Board of Trustees desire to have Rathje Woodward, LLC ("Rathje") provide litigation attorney services; and

WHEREAS, the Village further desires to enter into an engagement agreement with Rathje to establish the terms and conditions of engagement for Rathje to provide litigation attorney services ("Engagement Agreement"); and

WHEREAS, the President and Board of Trustees have determined that it is in the best interests of the Village to enter into said Engagement Agreement;

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

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

Section 2: Approval of Engagement Agreement. The Engagement Agreement by and between Rathje and the Village is hereby approved in substantially the same form as attached as Exhibit A.

Section 3: Execution of Engagement Agreement. The Village President and Village Clerk shall be, and hereby are, authorized to execute the Engagement Agreement between the Village and Rathje after receipt of the final Engagement Agreement fully executed by Rathje.

Section 4: Effective Date. This Resolution shall be in full force and effect upon passage and approval in the manner provided by law.

[SIGNATURE PAGE FOLLOWS]
APPROVED THIS 13th day of February, 2018.

______________________________
Gopal G. Lalmalani
Village President

PASSED THIS 13th day of February, 2018.

Ayes: ____________________________________________________________
Nays: ____________________________________________________________
Absent: ____________________________________________________________

ATTEST:

______________________________
Charlotte K. Pruss
Village Clerk
February 6, 2018

Via Electronic Mail Delivery Only
Village President Gopal Lalmalani
c/o Mr. Riccardo F. Ginex
Village Manager
Village of Oak Brook
1200 Oak Brook Road
Oak Brook, IL 60523

Re: Retainer Agreement

Dear Mr. President:

Pursuant to your request, this letter shall describe the fee agreement for professional services between Rathje & Woodward, LLC, and the Village of Oak Brook (collectively “you” and “your”). You agree to retain Rathje & Woodward, LLC to represent you in litigation captioned as Chicago Title Land Trust Company, Trust No. 11-12497 vs. Village of Oak Brook, DuPage County 17 MR 1599 (collectively the “Matter”).

General Terms. This retention letter (the “Agreement”) sets forth the terms of your retention of Rathje & Woodward, LLC (the “Firm”) to provide legal services and constitutes an agreement between us. The Agreement sets forth our entire agreement for rendering professional services for the Matter.

The Firm’s Fee Structure. As you are well aware, hourly rates vary with the experience and seniority of the individuals assigned. Our attorney billing rates presently range from $275 per hour for certain associates to $575 per hour and up for certain partners. However, we are willing to reduce our hourly rates to a blended rate of $285 per hour for all partners, and $240 per hour for all associates. Likewise, we will reduce our paralegal hourly rate to $145 per hour. Lastly, we are willing to cap your litigation fees at $100,000 for the Matter. The $100,000 cap will not apply to any post judgment, appellate work or expenses.

We will select the individuals best suited for the Matter, but will take your preferences into account in making such selections. We account for our time in increments of tenths of one hour (six minute intervals) for any service rendered, including, without limitation, telephone and office
conference preparation and participation, legal research, correspondence preparation, investigations, and pleadings or documents preparation and review. There is a minimum one hour charge for any court appearance or public hearing.

Our fees are determined initially on the basis of time spent by individuals assigned to provide services, at their hourly rates. While we will attempt to estimate fees to assist you in your planning if requested, such estimates are subject to change and are not binding unless otherwise expressly and unequivocally stated in writing.

**Expenses.** Expenses related to providing services shall be included in our statements as disbursements advanced by us on your behalf. By executing this Agreement below, you are agreeing to pay for all charges in accordance with the Firm’s schedule of charges, a copy of which is attached hereto, as revised from time to time. Our clients pay directly (and are solely responsible for) certain larger costs, such as consultant or expert witness fees and expenses, and outside suppliers or contractors’ charges. This includes requested advances for estimated large out-of-pocket expenses.

**Billing Statements; Carrying Charges.** Our statements for fees and expenses are typically issued monthly and, unless other arrangements are made, payment in full will be made in compliance with the Local Government Prompt Payment Act. If you have any questions concerning any statement, we ask that you raise it within fifteen days of receipt.

**Attorney-Client Communications.** Open and honest communication is critical to the attorney-client relationship. The Firm will keep you informed of the status of this matter on a reasonable basis and agrees to reasonably cooperate with and inform any co-counsel regarding this matter. Likewise, you also must keep us informed of all matters and documents pertinent to the Matter and any and all recent developments regarding the Matter, including but not limited to timely responses to inquiries made by us. You agree to be truthful with us, to cooperate with us, to keep us fully informed of any information or developments which may come to your attention, to abide by this agreement, to pay our bills on time, and to provide us with any information or documents which may be necessary for our legal services described above.

**Cell Phone and E-Mail Communication.** The Firm hereby informs you and you hereby acknowledge that the Firm’s attorneys sometimes communicate with their clients and their clients’ professionals and agents by cell telephone and email, and that such communications are capable of being intercepted by others and therefore may be deemed no longer protected by the attorney-client privilege, and that you must inform the Firm if you do not wish the Firm to discuss privileged matters on cell telephones with you or your professionals or agents.

**Termination.** Our retention may be terminated by either of us at any time by written notice by or to you. Our representation will end at the earliest of (a) your termination of our representation, (b) our withdrawal or (c) the substantial completion of our substantive work. We
normally do not withdraw from a representation unless the client misrepresents or fails to disclose material facts, fails to pay fees or expenses, or makes it unethical or unreasonably difficult for us to continue to represent the client, or unless other just cause exists. If permission for withdrawal is required by a court, we shall apply promptly for such permission and termination shall coincide with the court order for withdrawal. If this Agreement or our services are terminated for any reason, such termination shall be effective only to terminate our services prospectively and all the other terms of this Agreement shall survive any such termination.

Upon cessation of our active involvement in a particular matter (even if we continue active involvement in other matters on your behalf), we will have no further duty to inform you of future developments or changes in law as may be relevant to such matter. Further, unless you and we mutually agree in writing to the contrary, we will have no obligation to monitor renewal or notice dates or similar deadlines which may arise from the matters for which we had been retained.

**File retention.** All records and files will be retained and disposed of in compliance with our policy in effect from time to time. Subject to future changes, it is our current policy generally not to retain records relating to a matter for more than seven years. Upon your prior written request, we will return client records to you prior to their destruction. It is not administratively feasible for us to advise you of the closing of a matter or the disposal of records. We recommend, therefore, that you maintain your own files for reference or submit a written request for your client files promptly upon conclusion of a matter.

**Conflicts of Interest.** In undertaking our representation of you, we want to be fair not only to your interests but also to those of our other clients. Because you are engaged in activities (and may in the future engage in additional activities) in which your interests may diverge from those of our other clients, the possibility exists that one of our clients may take positions adverse to you in a matter in which such other client may have retained us.

At the present time, the Firm is unaware of any conflicts of interest between our clients with regard to the Matter. If the Firm, in its sole discretion, determines that a conflict has arisen amongst or between any of our clients, then the Firm, in its sole discretion, retains the rights to terminate its representation of you.

**No guarantee of success.** It is impossible to provide any promise or guarantee about the outcome of the Matter or any other matter. Nothing in this Agreement or any statements by our staff or attorneys constitute a promise or guarantee. Any comments about the outcome of the Matter are simply expressions of judgment and are not binding on us.

**Mediation.** The parties agree that with respect to any dispute between us, including without limitation, in contract and tort, based upon, arising out of or relating to the Agreement or to the relationship of the parties, our retention, our performance or failure to perform services and/or the amount of our fees or costs (including, without limitation, claims of breach of duty,
professional negligence or malpractice), the parties will first attempt to in good faith settle the
dispute by non-binding mediation in Illinois before an agreed-upon mediator from JAMS LLC.
Either of us may initiate mediation by letter requesting mediation provided to the other party and
JAMS LLC.

**Reimbursement of Expenses.** Subject to the terms of this letter, you agree promptly to
reimburse us for all fees and expenses, including the amount of the Firm’s attorney and paralegal
time at normal billing rates, as incurred by us in connection with participating in, preparing for, or
responding to any action, claim, suit or proceeding brought by or against any third-party that relates
to the legal services provided by us under the Agreement. Without limiting the scope of the
foregoing, and by way of example only, this paragraph extends to all such fees and expenses
incurred by us in responding to document subpoenas, and preparing for and testifying at
depositions and trials.

**Miscellaneous.** This Agreement is governed by Illinois law and sets forth our entire
agreement for rendering professional services. It can be amended or modified only in writing and
not orally or by course of conduct. This Agreement may be signed in one or more counterparts
and binds each party countersigning below, whether or not any other proposed signatory ever
executes it. If any provision of this Agreement or the application thereof is held invalid or
unenforceable, the invalidity or unenforceability shall not affect other provisions or applications
of this Agreement which can be given effect without such provisions or application, and to this
end the provisions of this Agreement are declared to be severable.

We are not advising you with respect to this Agreement because we would have a conflict
of interest in doing so. If you wish to obtain advice, you should consult independent counsel of
your choice.

Please confirm your agreement with the arrangements described in this letter by signing
the enclosed copy of this letter in the space provided below and returning it to us.

Very truly yours,

RATHJE & WOODWARD, LLC

Kevin M. Carrara

KMC/Lp

Enclosure
CLIENT ACKNOWLEDGMENT

On behalf of the Village of Oak Brook, I acknowledge that I have read, understand and accept each term and provision of the above retainer agreement, and that I have received and retained a fully executed copy. I represent and warrant that I have the requisite power and authority to enter this agreement on behalf of such entity. I hereby direct and authorize Rathje & Woodward, LLC to proceed according to all of the terms and provisions of this Agreement.

Dated: February ____, 2018

Village of Oak Brook

By: __________________________
    Gopal Lalmalani, Village President
CLIENT-REIMBURSABLE EXPENSES

- **Duplicating**: You will not be charged for normal day-to-day copies. For document production related to litigation you will be charged 10¢ per page. Color copies and special copying (CDs, videotapes, velo binding, oversized copies, etc.) are charged based upon our approximate costs.

- **Secretarial and Word Processing**: We will not charge for secretarial and word processing expenses incurred during the normal work day.

- **Overtime Charges**: Secretarial and word processing overtime costs are not passed on to you unless either (i) you have specifically requested the after-hours work or (ii) the nature of the work being done necessitates the overtime and such work could not have been done during normal working hours.

- **Travel Expenses**: Not applicable.

- **Telephone**: We do not charge for local or long distance telephone calls.

- **Overnight Delivery/Postage**: We charge you for the actual cost of overnight and special delivery (e.g., Express Mail and FedEx) as necessary for materials sent on your behalf.

- **Messengers**: We charge you for the actual cost of a third party vendor messenger if required. Where a Firm in-house messenger is used, we charge you the federal/state mileage reimbursement amount.

- **Faxes**: We do not charge you for inbound faxes or outbound faxes.

- **Computerized Research Services**: You will not be charged for computerized research services unless specifically approved in advance.

- **Off-Site Legal Files Storage**: You will not be charged for off-site storage of files unless the storage charge is specifically approved in advance.

- **Court Services**: We charge for our actual costs incurred in court filings and other court services or transactions.

- **Supplies**: You will not be charged for standard office supplies. You will be charged only for special items (e.g., exhibit tabs/indexes/dividers, binding, etc.) and then only at the Firm’s actual cost.
• **Other Third Party Expenditures:** Other third party expenditures (e.g., corporate document and lien searches, SEC and regulatory filings, title searches, etc.) incurred on your behalf will be passed through to you at actual cost.
SUBJECT:  2018-2022 Income and Expense Outlook and Implications

FROM:  Jason Paprocki, Finance Director

BUDGET SOURCE/BUDGET IMPACT:  N/A

RECOMMENDED MOTION:  N/A

Background/History:

To help assist with the long-term financial discussion, various scenarios have been factored into the Village’s 2018-2022 Five-Year Plan. The scenarios presented are:

- 2018-2022 Five-Year Plan (as originally adopted)
- 2018-2022 Five-Year Plan (assuming a 5% decrease in Sales Tax each year)
- 2018-2022 Five-Year Plan (assuming a 2% decrease in Sales Tax each year)
- 2018-2022 Five-Year Plan (assuming no debt and all cash for the PD project)

Additionally, information will be presented on the projected pension contributions, unfunded liability, and funded status for 2018 through 2040.

Recommendation:

Discussion item only.
Village of Oak Brook

2018-2022
Income and Expense
Outlook and Implications
Agenda

- 2018-2022 Five-Year Plan
- 2018-2022 Five-Year Plan (5% Sales Tax decrease)
- 2018-2022 Five-Year Plan (2% Sales Tax decrease)
- 2018-2022 Five-Year Plan (cash for PD project)
- Projected pension contributions 2018-2040
- Projected pension unfunded liability 2018-2040
- Projected pension funded status 2018-2040
- IMRF Pension
Village of Oak Brook  
2018-2022 Five-Year Financial Plan  
GENERAL CORPORATE FUND  
Original Projection

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### Village of Oak Brook
In 2018-2022 Five-Year Financial Plan
**GENERAL CORPORATE FUND**
*Annual 5% Decrease in Sales Tax Revenue*

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**6 Months Operating Expenditures**

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<tr>
<td>$11,937,017</td>
<td></td>
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<tr>
<td>$12,314,158</td>
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</tbody>
</table>

**# of Months Reserve**

<table>
<thead>
<tr>
<th></th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
<th>2021</th>
<th>2022</th>
</tr>
</thead>
<tbody>
<tr>
<td>9.0</td>
<td></td>
<td></td>
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<tr>
<td>9.2</td>
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<td>8.9</td>
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<td>7.9</td>
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<td>6.5</td>
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<td>4.3</td>
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<tr>
<td>2.0</td>
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</tbody>
</table>
### Village of Oak Brook
#### 2018-2022 Five-Year Financial Plan
#### GENERAL CORPORATE FUND
#### Annual 2\% Decrease in Sales Tax Revenue

<table>
<thead>
<tr>
<th></th>
<th></th>
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<th></th>
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<th></th>
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<th></th>
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</thead>
<tbody>
<tr>
<td>Unrestricted Cash Available, January 1, 2017</td>
<td>$16,510,154</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Estimated Income</td>
<td>$24,054,500</td>
<td>$24,324,845</td>
<td>$25,949,835</td>
<td>$23,422,636</td>
<td>$23,466,669</td>
<td>$23,346,020</td>
<td>$23,208,861</td>
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</tr>
<tr>
<td>Less Estimated Operating Expenses</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operating Budget</td>
<td>18,451,755</td>
<td>17,980,065</td>
<td>18,534,895</td>
<td>18,136,450</td>
<td>18,716,945</td>
<td>19,572,774</td>
<td>20,252,732</td>
<td></td>
</tr>
<tr>
<td>Exceptional Charges</td>
<td>4,701,915</td>
<td>4,628,410</td>
<td>4,593,765</td>
<td>5,056,949</td>
<td>5,229,607</td>
<td>5,305,486</td>
<td>5,396,691</td>
<td></td>
</tr>
<tr>
<td>Estimated Net Operating Income</td>
<td>900,830</td>
<td>1,716,370</td>
<td>2,821,175</td>
<td>229,236</td>
<td>(479,883)</td>
<td>(1,532,240)</td>
<td>(2,440,561)</td>
<td></td>
</tr>
<tr>
<td>Add Beginning of Year Cash Balance</td>
<td>16,510,154</td>
<td>16,510,154</td>
<td>16,905,374</td>
<td>16,703,709</td>
<td>15,742,475</td>
<td>14,523,332</td>
<td>12,104,132</td>
<td></td>
</tr>
<tr>
<td>Estimated Available Funds</td>
<td>17,410,984</td>
<td>18,226,524</td>
<td>19,726,549</td>
<td>16,932,945</td>
<td>15,262,592</td>
<td>12,991,092</td>
<td>9,663,571</td>
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</tr>
<tr>
<td>Less Capital Improvement Program</td>
<td>830,310</td>
<td>1,321,150</td>
<td>3,022,840</td>
<td>1,190,470</td>
<td>739,260</td>
<td>886,960</td>
<td>274,760</td>
<td></td>
</tr>
<tr>
<td>Unrestricted Cash Available at Year-End</td>
<td>$16,580,674</td>
<td>$16,905,374</td>
<td>$16,703,709</td>
<td>$15,742,475</td>
<td>$14,523,332</td>
<td>$12,104,132</td>
<td>$9,388,811</td>
<td></td>
</tr>
<tr>
<td>6 Months Operating Expenditures</td>
<td>$11,003,878</td>
<td>$11,003,878</td>
<td>$11,049,958</td>
<td>$11,142,932</td>
<td>$11,482,240</td>
<td>$11,937,017</td>
<td>$12,314,158</td>
<td></td>
</tr>
<tr>
<td># of Months Reserve</td>
<td>9.0</td>
<td>9.2</td>
<td>9.1</td>
<td>8.5</td>
<td>7.6</td>
<td>6.1</td>
<td>4.6</td>
<td></td>
</tr>
</tbody>
</table>
### Village of Oak Brook
#### 2018-2022 Five-Year Financial Plan
**GENERAL CORPORATE FUND**
No Debt Issuance for PD Project

<table>
<thead>
<tr>
<th></th>
<th></th>
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<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Unrestricted Cash Available, January 1, 2017</td>
<td>$16,510,154</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Estimated Income</td>
<td>$24,054,500</td>
<td>$24,324,845</td>
<td>$23,680,730</td>
<td>$24,040,372</td>
<td>$24,511,513</td>
<td>$24,844,915</td>
<td>$25,169,259</td>
</tr>
<tr>
<td>Less Estimated Operating Expenses</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operating Budget</td>
<td>18,451,755</td>
<td>17,980,065</td>
<td>18,519,045</td>
<td>18,135,642</td>
<td>18,716,146</td>
<td>19,571,975</td>
<td>20,251,941</td>
</tr>
<tr>
<td>Exceptional Charges</td>
<td>4,701,915</td>
<td>4,628,410</td>
<td>4,346,265</td>
<td>4,799,074</td>
<td>4,956,732</td>
<td>5,023,111</td>
<td>5,105,191</td>
</tr>
<tr>
<td>Estimated Net Operating Income</td>
<td>900,830</td>
<td>1,716,370</td>
<td>815,420</td>
<td>1,105,655</td>
<td>838,635</td>
<td>249,829</td>
<td>(187,873)</td>
</tr>
<tr>
<td>Add Beginning of Year Cash Balance</td>
<td>16,510,154</td>
<td>16,510,154</td>
<td>16,905,374</td>
<td>14,697,954</td>
<td>14,613,139</td>
<td>14,712,514</td>
<td>14,075,383</td>
</tr>
<tr>
<td>Estimated Available Funds</td>
<td>17,410,984</td>
<td>18,226,524</td>
<td>17,720,794</td>
<td>15,803,609</td>
<td>15,451,774</td>
<td>14,962,343</td>
<td>13,887,509</td>
</tr>
<tr>
<td>Less Capital Improvement Program</td>
<td>830,310</td>
<td>1,321,150</td>
<td>3,022,840</td>
<td>1,190,470</td>
<td>739,260</td>
<td>886,960</td>
<td>274,760</td>
</tr>
<tr>
<td>Unrestricted Cash Available at Year-End</td>
<td>$16,580,674</td>
<td>$16,905,374</td>
<td>$14,697,954</td>
<td>$14,613,139</td>
<td>$14,712,514</td>
<td>$14,075,383</td>
<td>$13,612,749</td>
</tr>
<tr>
<td>6 Months Operating Expenditures</td>
<td>$11,003,878</td>
<td>$11,003,878</td>
<td>$11,049,958</td>
<td>$11,142,529</td>
<td>$11,481,840</td>
<td>$11,936,617</td>
<td>$12,313,763</td>
</tr>
<tr>
<td># of Months Reserve</td>
<td>9.0</td>
<td>9.2</td>
<td>8.0</td>
<td>7.9</td>
<td>7.7</td>
<td>7.1</td>
<td>6.6</td>
</tr>
</tbody>
</table>
### 2018-2022 Outlook Comparison (100% Pension Funding)

<table>
<thead>
<tr>
<th>Scenario</th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
<th>2021</th>
<th>2022</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original 5-Year Plan</td>
<td>$16,909,769</td>
<td>$16,588,390</td>
<td>$16,453,596</td>
<td>$15,568,113</td>
<td>$14,843,044</td>
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<tr>
<td># of Months</td>
<td>9.2</td>
<td>8.9</td>
<td>8.6</td>
<td>7.8</td>
<td>7.2</td>
</tr>
<tr>
<td>5% Sales Tax Decrease</td>
<td>$16,328,799</td>
<td>$14,640,244</td>
<td>$12,351,602</td>
<td>$8,541,027</td>
<td>$4,128,099</td>
</tr>
<tr>
<td># of Months</td>
<td>8.9</td>
<td>7.9</td>
<td>6.5</td>
<td>4.3</td>
<td>2.0</td>
</tr>
<tr>
<td>2% Sales Tax Decrease</td>
<td>$16,703,709</td>
<td>$15,742,475</td>
<td>$14,523,332</td>
<td>$12,104,132</td>
<td>$9,388,811</td>
</tr>
<tr>
<td># of Months</td>
<td>9.1</td>
<td>8.5</td>
<td>7.6</td>
<td>6.1</td>
<td>4.6</td>
</tr>
<tr>
<td>No Debt (Cash for PD Project)</td>
<td>$14,697,954</td>
<td>$14,613,139</td>
<td>$14,712,514</td>
<td>$14,075,383</td>
<td>$13,612,749</td>
</tr>
<tr>
<td># of Months</td>
<td>8.0</td>
<td>7.9</td>
<td>7.7</td>
<td>7.1</td>
<td>6.6</td>
</tr>
</tbody>
</table>

![Graph showing the comparison between different scenarios for 2018-2022](image)

- **Original 5-Year Plan**
- **5% Sales Tax Decrease**
- **2% Sales Tax Decrease**
- **No Debt (Cash for PD Project)**
Village of Oak Brook Public Safety Pension Funds (Combined Police and Fire)

Projection of Net Village Contribution ($Thousands)

Baseline Projection:
- 2017 Investment Return: 6.75%
- 2018+ Investment Return: 6.75%
- 24-Year Level Percent of Pay Amortization
- 100% Funding Target
- 2.75% Payroll Growth
- 6.75% Assumed Interest

Baseline Projections:
- Sum of Contributions (000's) $122,485
- Present Value of Contributions (000's) $54,925

Alternative Projection:
- 2017 Investment Return: 6.75%
- 2018+ Investment Return: 6.75%
- 24-Year Level Percent of Pay Amortization
- 90% Funding Target
- 2.75% Payroll Growth
- 6.75% Assumed Interest

Alternative Projections:
- Sum of Contributions (000's) $135,360
- Present Value of Contributions (000's) $53,435
Village of Oak Brook Public Safety Pension Funds (Combined Police and Fire)

Projection of Unfunded Accrued Liability ($Millions)

Baseline Projection:
- 2017 Investment Return: 6.75%
- 2018+ Investment Return: 6.75%
- 24-Year Level Percent of Pay Amortization
- 100% Funding Target
- 2.75% Payroll Growth
- 6.75% Assumed Interest

Alternative Projection:
- 2017 Investment Return: 6.75%
- 2018+ Investment Return: 6.75%
- 24-Year Level Percent of Pay Amortization
- 90% Funding Target
- 2.75% Payroll Growth
- 6.75% Assumed Interest
Village of Oak Brook Police Pension Fund

Projection of Funded Status

Baseline Projection:
- 2017 Investment Return: 6.75%
- 2018+ Investment Return: 6.75%
- 24-Year Level Percent of Pay Amortization
- 100% Funding Target
- 2.75% Payroll Growth
- 6.75% Assumed Interest

Alternative Projection:
- 2017 Investment Return: 6.75%
- 2018+ Investment Return: 6.75%
- 24-Year Level Percent of Pay Amortization
- 90% Funding Target
- 2.75% Payroll Growth
- 6.75% Assumed Interest
Village of Oak Brook Firefighters' Pension Fund

Projection of Funded Status

Baseline Projection:
- 2017 Investment Return: 6.75%
- 2018+ Investment Return: 6.75%
- 24-Year Level Percent of Pay Amortization
- 100% Funding Target
- 2.75% Payroll Growth
- 6.75% Assumed Interest

Alternative Projection:
- 2017 Investment Return: 6.75%
- 2018+ Investment Return: 6.75%
- 24-Year Level Percent of Pay Amortization
- 90% Funding Target
- 2.75% Payroll Growth
- 6.75% Assumed Interest
## Village of Oak Brook IMRF Pension Plan
### Last 3 Years

<table>
<thead>
<tr>
<th></th>
<th>Fiscal 2015*</th>
<th>Fiscal 2016</th>
<th>Fiscal 2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Actuarial Determined Employer Contributions</td>
<td>$ 749,982</td>
<td>$ 715,497</td>
<td>$ 723,635</td>
</tr>
<tr>
<td>Contributions in Relation to the Actuarially Determined Contribution</td>
<td>$(749,983)</td>
<td>$(715,089)</td>
<td>$(723,634)</td>
</tr>
<tr>
<td>Contribution Deficiency/(Excess)</td>
<td>$ (1)</td>
<td>$ 408</td>
<td>$ 1</td>
</tr>
<tr>
<td>Net Pension Liability</td>
<td>$ 3,224,893</td>
<td>$ 4,936,380</td>
<td>$ 4,896,428</td>
</tr>
<tr>
<td>Funded Percentage</td>
<td>90.9%</td>
<td>86.6%</td>
<td>87.3%</td>
</tr>
</tbody>
</table>

*The Village implemented GASB 68 in fiscal year 2015, prior information is not available.

Note - Actuarial measurement dates of December 31, 2014, 2015, and 2016 are used for fiscal years 2015, 2016, and 2017 respectively.
SUBJECT: Debt Issuance Discussion

FROM: Jason Paprocki, Finance Director

BUDGET SOURCE/BUDGET IMPACT: N/A

RECOMMENDED MOTION: N/A

Background/History:

At the November 28, 2017 Village Board meeting, the Board awarded a construction management contract with Shales McNutt Construction for the Police Department Detention Zone Renovation and Addition Project at an estimated $2,475,164. The 2018 annual budget was prepared with the intended funding source of this project as a debt issuance.

Once the Board voted to proceed with the project, staff reached out to prospective financial advisors and bond counsel to assist with the debt issuance. After a review of the proposals, staff identified Speer Financial Inc. as the most qualified and lowest bidder to serve as financial advisor. Additionally, Chapman and Cutler LLP was identified as the most qualified and lowest bidder to serve as bond counsel.

Representatives from both firms are in attendance to address any questions about the debt issuance process.

Recommendation:

Discussion item only.