



VILLAGE OF
OAK BROOK
Illinois

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

REGULAR MEETING
TUESDAY, MARCH 8, 2016
7:00 P.M.

1. CALL TO ORDER

2. ROLL CALL

3. PRESIDENT'S OPENING COMMENTS

- A. Resolution 2016-MEM-R-1544, A Resolution In Memoriam of Jeff Franklin
- B. Introduction of New Village Attorneys

4. RESIDENT/VISITOR COMMENT

5. APPROVAL OF MINUTES

- A. Special Board of Trustees Legal Committee Meeting of February 23, 2016
- B. Regular Board of Trustees Meeting of February 23, 2016

6. CONSENT AGENDA:

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

- A. Accounts Payable for Period Ending March 3, 2016 - \$741,254.67

Manzo/
Yusuf

Significant Items included in Above:

- 1) Seyfarth, Shaw, LLP – Legal Services – January, 2016 - \$3,327.50 (FY16– YTD - \$3,327.50)
TOTAL LEGAL BUDGET FOR 2016 IS \$449,000 - TOTAL LEGAL BILLS PAID FOR
2016- YTD - \$22,600.27
- 2) J. Congdon Sewer Services, Inc. – 2015 Water Main Project Construction – Payout #4 -
\$118,112.31
- 3) Christopher B. Burke Engineering, LTD. – St. Paschal/35th Project TCM Construction
Engineering Services – Payout #5 - \$25,332.00
- 4) Central Blacktop Company – 2015 Street Improvement Project – Payout #8 - \$362,350.24

- B. Approval of Payroll for Pay Period Ending February 27, 2016 - \$708,104.53

Manzo/
Yusuf

C. Ordinances & Resolutions

- 1) RESOLUTION 2016-DMMC-LP-EX1-R-1541, A Resolution Adopting the 2016 Legislative Positions and Priorities of the Du Page Mayors and Managers Conference Lalmalani
- 2) RESOLUTION 2016-PD-RNVN-PRJT-AG-R-1542, A Resolution Authorizing a Professional Services Agreement By and Between the Village of Oak Brook and Williams Architects, Ltd. for Detention Hardware and Security, Landscape and Civil Engineering Design Baar/
Yusuf

7. ITEMS REMOVED FROM CONSENT AGENDA

8. ACTIVE BUSINESS

A. Ordinances & Resolutions

- 1) RESOLUTION 2016-POLO-MOU-R-1543, A Resolution Approving a Memorandum of Understanding By and Between the Village of Oak Brook and James Drury Partners, LTD Regarding the Planning, Marketing, and Hosting of the 2016 Polo Season Adler/
Baar

- B. Deicer Salt for the 2016 – 2017 Winter Season Tiesenga

9. INFORMATION & UPDATES

- A. Village Manager
- B. Village Clerk
- C. Trustees
- D. Village Attorney
- E. Village President

10. ADJOURNMENT

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

ITEM 3.A.

RESOLUTION 2016-MEM-R-1544

RESOLUTION OF MEMORIAM

WHEREAS, JEFFRY B. FRANKLIN, who was an Oak Brook resident for almost 20 years, passed away on February 11, 2016; and

WHEREAS, JEFFRY B. FRANKLIN selflessly served his country in the United States Navy; and

WHEREAS, from 2011 to 2016, **JEFFRY B. FRANKLIN** was an appointed member of the Village of Oak Brook Library Commission, as well as serving as a member of the Saddle Brook Community Association Board from 2002 to 2008; and

WHEREAS, the Oak Brook Public Library, and the Morton Arboretum benefited from his extraordinary creative abilities in both photography and art; and

WHEREAS, JEFFRY B. FRANKLIN also served the business community in many ways, including the McDonald's Corporation, Brunswick and Blockbuster.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Oak Brook that **JEFFRY B. FRANKLIN** be and is hereby remembered for his shared talents and will be missed.

BE IT FURTHER RESOLVED that the President and Board of Trustees of the Village of Oak Brook, for and on behalf of said Village and its citizens, do hereby extend their sympathy and gratitude to the family of **JEFFRY B. FRANKLIN**.

BE IT FURTHER RESOLVED that a duly certified copy of this Resolution be delivered to the family of **JEFFRY B. FRANKLIN** and that this Resolution be spread upon the official permanent records of said Village.

ADOPTED AND APPROVED by the President and Board of Trustees of the Village of Oak Brook, DuPage and Cook Counties, Illinois, this **8th** day of **March, 2016**.

APPROVED:

ATTEST:

Gopal G. Lalimalani, Village President

Charlotte K. Pruss, Village Clerk

RG



OAK BROOK
Illinois

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
March 8, 2016

SUBJECT: DuPage Mayors and Managers Conference 2016 Legislative Positions

FROM: Riccardo Ginex, Village Manager

BUDGET SOURCE/BUDGET IMPACT: N/A

RECOMMENDED MOTION: Motion to approve Resolution 2016-DMMC-LP-R-1541, A Resolution Adopting the 2016 Legislative Positions And Priorities of the DuPage Mayors and Managers Conference

Background/History:

The Village has in the past adopted the legislative positions of the DuPage Mayors and Managers Conference and the Illinois Municipal League (as expressed in their respective Legislative Action Program and in other legislative positions taken in the course of the legislative session) as Village policy through adoption of formal resolutions to that effect.

Recommendation:

In order to provide appropriate guidance to our Legislators and Village staff, I encourage the Board to adopt the legislative positions expressed by the DuPage Mayors and Managers Conference in its 2016 Legislative Action Program (LAP) and during the session via the attached resolution.

RESOLUTION 2016-DMMC-LP-EX1-R-1541

**A RESOLUTION ADOPTING THE 2016 LEGISLATIVE POSITIONS
AND PRIORITIES OF THE DU PAGE MAYORS AND MANAGERS CONFERENCE**

WHEREAS, the Village of Oak Brook is a member of the DuPage Mayors and Managers Conference (Conference); and

WHEREAS, the Conference develops its annual Legislative Action Program with the goal of establishing a comprehensive platform on legislative issues in order to protect and benefit the interests of its member municipalities, residents and businesses in these municipalities, and the region generally; and

WHEREAS, on January 20, 2016 the Conference voted unanimously to adopt its 2016 Legislative Action Program, attached hereto and made a part hereof as Exhibit A; and

WHEREAS, the Village of Oak Brook will be individually benefited by formally establishing positions on legislative issues affecting municipalities, thereby giving clear direction to officials and employees of the Village of Oak Brook regarding legislative positions that may be represented in official capacity or on behalf of the municipality.

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: The provisions of the preamble hereinabove set forth are hereby adopted as though fully set forth herein.

Section 2: The positions and priorities advanced by the DuPage Mayors and Managers Conference for the 2016 Legislative Session and as expressed by the Conference in its 2016 Legislative Action Program are hereby adopted.

Section 3: A copy of this Resolution be forwarded to area legislators.

Section 4: The Village Board may, at any time, upon the concurring vote of four trustees, move to take exception with any position of the Conference on any matter.

Section 5: This resolution shall be in full force and effect from and after its passage and approval as provided by law.

APPROVED THIS 8th day of March, 2016.

Gopal G. Lalimalani
Village President

PASSED THIS 8th day of March, 2016.

Ayes: _____

Nays: _____

Absent: _____

ATTEST:

Charlotte K. Pruss
Village Clerk

DUPAGE MAYORS AND MANAGERS CONFERENCE



2016 LEGISLATIVE ACTION PROGRAM

DuPage Mayors and Managers Conference
1220 Oak Brook Road
Oak Brook, Illinois 60523
630-571-0480
www.dmmc-cog.org



INTRODUCTION

At the start of each legislative session, the DuPage Mayors and Managers Conference focuses our efforts by selecting key legislative priorities which have significant and immediate impacts on municipalities and their residents. The Conference is pleased to share these six priorities with you in our *2016 Legislative Action Program*.

We greatly value this opportunity to give a municipal voice to the more than 1,000,000 residents of our 34 member communities. The topics selected for this year's *Legislative Action Program* reflect the needs and values of municipalities as they strive to maintain economic viability and a healthy sense of community, which are necessary to promote safe, livable, and sustainable communities. It is the Conference's desire to foster a collaborative partnership between local and state governments while working with legislators to serve our common constituents as we address these legislative priorities.

The DuPage Mayors and Managers Conference is a coalition of 34 cities and villages in DuPage County, providing a municipal voice on regional, state, and national issues.

Legislative Priorities are those specific, immediate issues that the Conference pursues through initiating legislation, strong advocacy, and cooperation with partner organizations. Legislative Priorities are our primary legislative focus as we commence the second year of the 99th General Assembly.

REVENUE AND TAXATION

Protect Local Revenue

Municipalities have made difficult decisions in order to keep balanced budgets despite skyrocketing public safety pension costs, the continued impacts of the Great Recession, and the state's budget uncertainties of 2015. The state must refrain from withholding, freezing, diverting, delaying, or reducing any state-collected local revenue streams. If local revenue is withheld in any way, municipalities will be forced to cut basic essential services, raise property taxes, or layoff critical staff to cover this loss, all to the detriment of the taxpaying residents and businesses throughout the state.

Reform Municipal Public Safety Pensions

In 2015, the Illinois Supreme Court ruled the 2013 state pension reform was unconstitutional, compounding the growing municipal public safety pension crisis. It is vital that the legislature acknowledge this crisis and act to mitigate the burden on taxpayers while ensuring sustainable pension systems. Of critical and immediate importance, police and fire pension boards should be allowed to consolidate funds. Consolidation saves on administrative costs and results in better returns. In addition, the compliance and penalty provisions of Public Act 96-1495 must be amended. This law requires municipalities to fund pensions to a level of 90%, amortized to 2040, or risk having local revenue withheld by the state. If the high cost of current pensions is not addressed, this provision will require some municipalities to immediately increase pension funding to a point that cripples their ability to provide basic services. Municipalities cannot withstand this burden without necessary cost-saving pension reforms.

PERSONNEL AND LABOR

Amend the Public Safety Employee Benefits Act (PSEBA)

PSEBA was originally created to supply health insurance benefits to public safety employees who suffer catastrophic injuries in the line of duty. However, the system is frequently used to provide duplicative benefits at the expense of taxpayers, even when recipients are able to secure alternative, gainful employment with health insurance benefits. The federal definition of “catastrophic injury” must be adopted to ensure that taxpayers are no longer needlessly overcharged.

Amend the Workers’ Compensation Act (Act)

Incremental changes to the Illinois Workers’ Compensation system have increased the burden on taxpayers to a level that is both unfair and unsustainable. Five specific reforms are sought at this time:

- Remove the Burden of Proof for the Cause of Firefighter Injuries from Municipalities

Statutory rebuttable presumption provisions put the burden of proof on the employer to prove that an injury arose from a cause outside of employment. In certain situations this presumption unfairly shifts the burden to the taxpayer to prove causation, particularly in cases where the public agency does not have access to records from an employee’s secondary employer. The Act should be changed to place the same burden of proof on firefighters as is placed on other employees.

- Require Arbitrators to Adhere to the American Medical Association (AMA) Disability Rating Guidelines

The AMA provides guidelines for rating the level of permanent impairment due to injury. However, arbitrators may give little or no consideration to the AMA ratings when provided at hearings, instead awarding greater loss of use at the expense of taxpayers. State statute should require arbitrators to adhere to the AMA guidelines.

- **Return the Length of Time Compensated to Pre-2006 Levels**
The Act specifies the number of weeks of salary an employee shall receive in compensation for each specific injury. As of February 1, 2006, the number of weeks of compensation was increased by approximately 7%, resulting in additional taxpayer costs. Compensation levels should be returned to those granted through 2005.
- **Overturn the Workers' Compensation Commission Case Regarding Shoulder Injuries**
The Commission has ruled that a permanent shoulder injury is viewed as "man as a whole," doubling the cost of compensation and also providing duplicative compensation for previous arm injuries. The Act should be amended to overturn the ruling and equate permanent loss of the shoulder to loss of use of the arm, which is limited to a total of 253 weeks including previous compensation.
- **Enforce the Medical Fee Schedule for Workers' Compensation Claims**
2011 reforms established fees that medical providers may charge for treating patients with Workers' Compensation claims. However, medical providers bill at non-approved, higher rates and place the burden on the employer to calculate fee schedule reductions. Medical providers should be required to issue bills pursuant to the fee schedule.



MUNICIPAL AUTHORITY

Remove Barriers of Non-Home Rule Authority

The distinction between home rule and non-home rule communities should be removed to recognize the ability of all municipalities to govern themselves, regardless of population.

- **Allow Greater Flexibility with Regulations and Expenditures**
Allow non-home rule municipalities to employ policies such as state and local funding alternatives and economic development incentives. Legislation should also allow non-home rule municipalities to assess and expend — for any government purpose — tax revenue from hotel/motel stays, sales tax, car rentals, gasoline, and natural gas utilities.
- **Allow Crime Free Housing Regulations**
Home rule municipalities are permitted to license landlords and require periodic inspection of dwellings. Legislation should allow non-home rule communities to use this program as well.

AIRPORT DEVELOPMENT AND REGULATIONS

Support True Western Access

As the Elgin-O'Hare Expressway expansion project plans are finalized, the state must consider the project's impact on local residents and businesses. The state should approve a resolution supporting maximum project benefits by ensuring the new access route is a true western entrance to the airport. True western access means a direct route to the terminal, which would increase multi-modal mobility around the airport, improve quality of life for residents and businesses, and provide economic development opportunities and increased job growth in the region west of the airport.

LEGISLATIVE COMMITTEE

Director, Rich Veenstra, Mayor, Village of Addison
Deputy Director, Nunzio Pulice, Mayor, City of Wood Dale
James Addington, Trustee, Village of Westmont
Jason Bielawski, Assistant Village Administrator, Village of Roselle
Joe Breinig, Village Manager, Village of Carol Stream
Joe Broda, Mayor, Village of Lisle
Judith Brodhead, Councilwoman, City of Naperville
Deborah Bullwinkel, President, Village of Villa Park
Franco Coladipietro, President, Village of Bloomingdale
Kevin Coyne, Councilman, City of Naperville
Rodney S. Craig, President, Village of Hanover Park
Gina Cunningham, Mayor, Village of Woodridge
Rich Keehner, Jr., Village Manager, Village of Villa Park
Jack Knight, Management Analyst, Village of Woodridge
Sylvia Layne, Trustee, Village of Addison
Jennifer McMahon, Assistant Village Administrator, City of Warrenville
David S. Olsen, Commissioner, Village of Downers Grove
Enza Petrarca, Village Attorney, Village of Downers Grove
Jeffery J. Pruyn, President, Village of Itasca
Frank Saverino, Sr., Mayor, Village of Carol Stream
Todd Scalzo, Councilman, City of Wheaton
Frank Soto, President, Village of Bensenville
Mickey Straub, Mayor, Village of Burr Ridge
Edward Tiesenga, Trustee, Village of Oak Brook
Frank Trilla, Mayor, Village of Willowbrook

CONFERENCE OFFICERS

President, Gayle Smolinski
Mayor, Village of Roselle

Vice President, David Brummel
Mayor, City of Warrenville

Secretary/Treasurer, Jeff O'Dell
Village Administrator, Village of Roselle

Executive Director, Mark A. Baloga



CONFERENCE MEMBERSHIP

Village of Addison	Village of Lisle
City of Aurora	Village of Lombard
Village of Bartlett	City of Naperville
Village of Bensenville	Village of Oak Brook
Village of Bloomingdale	City of Oakbrook Terrace
Village of Bolingbrook	Village of Roselle
Village of Burr Ridge	Village of Schaumburg
Village of Carol Stream	Village of Villa Park
Village of Clarendon Hills	City of Warrenville
Village of Downers Grove	Village of Wayne
City of Elmhurst	City of West Chicago
Village of Glen Ellyn	Village of Westmont
Village of Glendale Heights	City of Wheaton
Village of Hanover Park	Village of Willowbrook
Village of Hinsdale	Village of Winfield
Village of Itasca	City of Wood Dale
Village of Lemont	Village of Woodridge



DuPage Mayors and Managers Conference
an association of municipalities representing over 1,000,000 people



VILLAGE OF
OAK BROOK
Illinois

BOARD OF TRUSTEES MEETING
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1200 OAK BROOK ROAD
OAK BROOK, ILLINOIS
630-368-5000

AGENDA ITEM

Regular Board of Trustees Meeting
of
March 8, 2016

SUBJECT: Police Facility Special Task Engagement Letter

FROM: James R. Kruger Jr., Chief of Police *JK*

BUDGET SOURCE/BUDGET IMPACT: 421-90400 / \$20,000

RECOMMENDED MOTION: I move that the Village Board approve Resolution 2016-PD-RNVTN-PRJT-AG-R-1542 authorizing the Village Manager to sign the letter of engagement with Williams Architects.

Background/History:

As part of the agreement the Village Board approved on January 12, 2016 to proceed with the construction documents and plans for the police facility safety enhancements, there were certain special tasks that fell outside the architectural fees that are standard practice with all firms. During the negotiation process those fees were listed separately in the agreement as they would be for any firm the Village had chosen. Williams has requested that we execute a letter of agreement on three of the four fees listed, detention hardware and security, landscape, and civil engineering. The fourth fee is for cost estimating that we are planning to engage a third party construction manager to coordinate this project with the Kluber electrical project so that the Village has another layer of protection and that the projects are appropriately coordinated, rather than have Williams perform that task. These fees are not due at this time and are part of the design process that will be completed later this year.

Recommendation:

Staff recommends that the Village Board Approve Resolution 2016-PD-RNVTN-PRJT-AG-R-1542 authorizing the Village Manager to sign the special task engagement letter with Williams Architects.

11 February 2016

James Kruger
Police Chief
Oak Brook Police Department
1200 Oak Brook Road
Oak Brook, IL 60523

Re: Oak Brook Police
Detention Zone Renovation & Addition
Project No.: 2015-055

Dear Jim:

Per the Contract Between The Village of Oak Brook and Williams Associates Architects, Ltd. written authorization is required to approve "Special Tasks" services. We are seeking Village Approval to secure the following Special Tasks as indicated in Attachment A item 9 of the Contract:

<u>Task</u>	<u>Not to Exceed Cost</u>
1. Detention hardware and security design	\$ 9,000.00
2. Landscape Architecture of the berm area affected by the addition	\$ 3,000.00
3. Civil Engineering to rework the grades and parking lot in the lower level patrol parking zone	\$ 8,000.00

Your signature below authorizes Williams Architects to commence with these services. Invoices will identify such services with an individual task number.

Village of Oak Brook Authorized Representative

Date

Printed Name and Title Authorized Representative

Thank you for the opportunity to expand our services to the Village of Oak Brook.

Sincerely,

Scott E. Lange, AIA, LEED AP
Vice President / Principal

G:\2015\2015-055 Oak Brook Police Detention Zone Renovation\B. General Basic Services_Task 20-50\B.07. Correspondence\Owner\2016 02 11 LTR JK 001.docx



**A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN
THE VILLAGE OF OAK BROOK AND WILLIAMS ARCHITECTS, LTD. FOR DETENTION HARDWARE
AND SECURITY, LANDSCAPE AND CIVIL ENGINEERING DESIGN**

WHEREAS, the Village desires to retain a firm to provide architectural design services for work required by the Police Department for certain safety enhancements ("**Services**"); and

WHEREAS, Williams Architects, Ltd. ("**Williams**"), has been engaged in the design for certain construction associated with the renovation of the Police Department portion of the Butler Government Center; 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 process set forth in the Act for architectural services provided by architects that have a satisfactory relationship with the Village; and

WHEREAS, the Village and Williams desire to enter into and execute an agreement for Williams to provide the Services to the Village ("**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 Williams for the Services in substantially the same form as attached as Exhibit A and in a final form approved by the Village Attorney in an amount in total not to exceed \$20,000.

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 Williams.

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 8th day of March, 2016

Gopal G. Lalimalani
Village President

PASSED THIS 8th day of March, 2016

Ayes: _____

Nays: _____

Absent: _____

ATTEST:

Charlotte K. Pruss
Village Clerk

EXHIBIT A
AGREEMENT



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
March 8, 2016

SUBJECT: Memorandum of Understanding – Polo

FROM: Riccardo F. Ginex, Village Manager

BUDGET SOURCE/BUDGET IMPACT: See Below

RECOMMENDED MOTION: A Motion to Approve Resolution 2016-POLO-MOU-R-1543, A Resolution Approving a Memorandum of Understanding Between James Drury Partners and the Village of Oak Brook.

Background/History:

The Village has been approached by James Drury Partners, LTD to take over polo and run it privately with approval of the Village. This Memorandum of Understanding sets forth certain provisions between James Drury Partners and the Village with respect to the planning, marketing, and hosting of the Village's 2016 Polo Season.

The Village Board has stated they will allocate \$30,000 plus, \$20,000 for field maintenance toward the 2016 polo season. Additionally, the Hotels of Oak Brook will donate \$15,000 to polo for a total of \$65,000.

The parties will continue to negotiate the terms of an agreement with James Drury Partners to plan, market, and host the 2016 Polo Season and future Polo Seasons on behalf of the Village and will come back to the Board for approval of that agreement when it is finalized.

Recommendation:

Staff recommends that the Village Board the resolution as presented.

RESOLUTION 2016-POLO-MOU-R-1543

A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN THE VILLAGE OF OAK BROOK AND

JAMES DRURY PARTNERS, LTD REGARDING THE

PLANNING, MARKETING, AND HOSTING OF THE 2016 POLO SEASON

WHEREAS, the Village desires to partner with a firm to plan, market, and host on behalf of the Village (**"Services"**) the Village's 2016 Oak Brook Polo Club season (**"2016 Season"**); and

WHEREAS, the Village is in the process of negotiating an agreement with James Drury Partners, Ltd. (**"Drury"**) for Drury to provide the Village with the Services (**"Agreement"**); and

WHEREAS, because providing the Services is a big undertaking and Drury needs to take certain steps before the Village and Drury can complete the negotiations of the Agreement to efficiently provide the Services, the Village and Drury desire to enter into a memorandum of understanding (**"MOU"**) to govern the relationship between Drury and the Village until the Agreement is negotiated and executed; and

WHEREAS, entering into the MOU will not commit the Village to enter into the Agreement with Drury if the parties cannot agree to terms; and

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

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 MOU. The President and Board of Trustees hereby approve the MOU by and between the Village and James Drury Partners, Ltd in substantially the same form as attached hereto as **Exhibit A**, and in a final form approved by the Village Attorney.

Section 3: Authorization and Execution of the MOU. The Village Manager and Village Clerk are hereby authorized to execute the final MOU on behalf of the Village after review and approval of the final form of the MOU by the Village Attorney and after receipt of the final MOU fully executed by Drury.

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 8th day of March, 2016

Gopal G. Lalimalani
Village President

PASSED THIS 8th day of March, 2016

Ayes: _____

Nays: _____

Absent: _____

ATTEST:

Charlotte K. Pruss
Village Clerk

EXHIBIT A

MEMORANDUM OF UNDERSTANDING

**MEMORANDUM OF UNDERSTANDING:
VILLAGE OF OAK BROOK AND JAMES DRURY PARTNERS**

This Memorandum of Understanding (“MOU”), dated March ___, 2016, is entered into by and between James Drury Partners, Ltd, an Illinois corporation located at 875 North Michigan Avenue, Suite 3805, Chicago, IL 60611 (“Organizer”), and the Village of Oak Brook, an Illinois municipal corporation located at 1200 Oak Brook Road, Oak Brook, IL 60523 (“Village”), regarding the Oak Brook Polo Club (the “Club”).

A. PURPOSE:

This MOU sets forth certain non-binding provisions and certain binding provisions between the Organizer and the Village with respect to the planning, marketing, and hosting of the Village’s 2016 Club Season while the parties prepare and negotiate the terms of an agreement for the Organizer to plan, market, and host the 2016 Club Season and future Club Seasons on behalf of the Village (“Agreement”).

B. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The parties desire to prepare and negotiate the terms of the Agreement. The parties recognize that it is in both of their interests to transition some of the planning, operational and marketing activities related to the 2016 Club Season from the Village to the Organizer prior to the preparation and execution of the Agreement. Both parties wish to establish a cooperative relationship while efforts are made to develop and execute the Agreement.

C. BINDING PROVISIONS:

- 1. Reasonable Efforts:** The Organizer and the Village will negotiate the Agreement in good faith and use reasonable efforts to arrive at a mutually acceptable Agreement for approval, execution, and delivery on or before April 15, 2016.
- 2. Exclusive Dealings:** Until the Agreement has been properly executed and delivered by both the Organizer and the Village or this MOU has been terminated pursuant to Section C.3 of this MOU, whichever occurs sooner, the Organizer will not enter into any negotiations, discussions, agreements, or understandings with any person or entity related to the hosting, running, or promoting of polo matches in Illinois that are unrelated to the Village’s 2016 Club Season.
- 3. Term/Termination:** This MOU may be terminated: (i) at any time by mutual written consent of the Organizer and the Village; or (ii) upon written notice by any party to the other party if the Agreement has not been executed and delivered by both the Organizer and the Village by April 15, 2016; provided, however, that the termination of this MOU shall not affect the liability of a party for breach of any of the Binding Provisions prior to the termination of this MOU. Upon termination of the MOU, the parties shall have no further obligations hereunder, except as stated in Sections C.4 and C.5 of this MOU, which shall survive termination.

4. Costs and Expenses: The Organizer and the Village will each be responsible for and bear all of their own respective costs and expenses, including without limitation, expenses of their legal counsels, accountants, and representatives incurred at any time in connection with this MOU and any activities undertaken by each party in preparation and planning for the 2016 Club Season until an Agreement is executed and delivered, at which time any such costs and expenses shall be governed by the Agreement.

5. Confidentiality: The Organizer acknowledges that the Village may provide it Confidential Information under this MOU. The Organizer agrees not to disclose (except as permitted herein) any Confidential Information of the Village without the Village's prior written consent. "Confidential Information" means all confidential business information, technical information, financial information, sponsorship lists, and other information the Village marks as "Confidential" or an equivalent designation or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the disclosure. The Organizer agrees: (i) to use and disclose the Confidential Information only in connection with, and in furtherance of, this MOU and for the planning and marketing of the 2016 Club Season; and (ii) to protect such Confidential Information using the measures that Organizer employs with respect to its own Confidential Information of a similar nature, but in no event with less than reasonable care. Notwithstanding the foregoing, Confidential Information does not include information that: (a) has become publicly known through no breach by the Organizer; (b) was rightfully received by the Organizer from a third party without restriction on use or disclosure; or (c) is independently developed by the Organizer without access to such Confidential Information. Notwithstanding the above, the Organizer may disclose Confidential Information to the extent required by law or court order, provided that prior written notice of such required disclosure and an opportunity to oppose or limit disclosure is given to the Village. In the event that negotiations are terminated and this MOU is terminated, the Organizer will: (x) promptly deliver to the Village, and will not retain, any documents, work papers and other materials (and any reproductions thereof) that contain Confidential Information; (y) will not use any Confidential Information; and (z) will use its reasonable efforts to keep Confidential Information confidential.

6. Disclosure of Relationship: The Organizer shall not make any written, oral, or implied representations that it is an agent or representative of the Village. The Organizer shall not enter into any agreements related to the 2016 Club Season, including, without limitation, agreements with polo teams and players, sponsors, advertisers, vendors, or consultants, without first clearly setting forth to such party in writing that: (i) such agreement is between that party and the Organizer, and not the Village; (ii) the Organizer has not yet entered into the Agreement with the Village for the 2016 Club Season; and (iii) the Organizer is not an agent for, or representing, the Village.

7. Fees and Payments: The Organizer shall not collect revenue, fees, or payments related to the 2016 Club Season, including, without limitation, sponsorship, ticket, merchandise, food and beverage revenues, fees or payments, until the parties execute and deliver the Agreement.

8. Assignment of Agreement: Organizer and Village acknowledge that the Organizer will likely be forming a new legal entity or subsidiary to James Drury Partners, Ltd. to undertake all of Organizer's activities related to the 2016 Club Season. Upon the formation of new legal entity or subsidiary, and

with prior written approval of the Village, the Organizer may assign all of its rights and responsibilities under this MOU to the new legal entity or subsidiary. This MOU shall not be assignable by either the Village or the Organizer other than as specifically set forth in this subsection C.8.

D. NON-BINDING PROVISIONS:

1. Organizer Commitments: The Organizer agrees to make good faith efforts to do the following while the parties negotiate the Agreement:

a. Sponsorship Sales: The Organizer shall identify and secure new sponsorship revenue from local, regional and national companies and organizations, as well as to secure the renewal sponsorships from the Village's prior Club sponsors.

b. Branding: The Organizer shall refine the Club's vision and promotional message with Village input and coordination.

c. Scheduling: The Organizer shall identify and secure 2016 dates for the 2016 Club Season in coordination with, and approval from, the Village and participating polo teams and players.

d. Communications: In coordination with the Village, the Organizer shall manage and redesign the marketing communications channels and platforms for the 2016 Club Season, including, without limitation, a website, social media channels, magazine / program, newsletters, etc. In the event that the parties are unable to negotiate an Agreement, the Organizer shall work in good faith with the Village to transition to the Village any marketing communication channels, platforms, and materials so that the Village can effectively market the 2016 Club Season.

e. Operations: Prior to the execution of the Agreement, the Organizer shall develop, and obtain approval from the Village for an onsite operational plan for the 2016 Club Season, which operational plan shall include the locations for ticketing, spectators, seating, catering, event run-of-show, vendors, etc. Inquiries regarding matters related to the 2016 Club Season that are specifically assigned to the Organizer should be referred to the Organizer.

f. Public Relations: The Village and the Organizer shall cooperate with each other to respond to media-related inquiries related to the 2016 Club Season.

g. Event Plans & Village Dissemination: In order to provide ongoing transparency and facilitate the Village's review of the onsite operational plan for the 2016 Club Season, the Organizer shall provide the Village with information regarding the status and progress of its 2016 onsite operational plan and its management plans concurrently with and following the Agreement negotiations. Such plans may include ticketing, sponsorship, marketing, food and beverage services, etc. The Organizer and Village recognize and acknowledge that plans for the 2016 Season will likely undergo changes prior to and during the 2016 Club Season.

2. Village Commitments: The Village agrees to make good faith efforts to support the Organizer in performing its commitments listed in Section D.1 of this MOU while the Parties negotiate the Agreement. Such support shall include providing the Organizer the necessary cooperation and information for the Organizer to make effective and coordinated decisions with the Village.

IN WITNESS WHEREOFF, the parties have executed this MOU as of the date set forth above.

JAMES DRURY PARTNERS

NAME: _____

TITLE: _____

DATE: _____

VILLAGE OF OAK BROOK

NAME: _____

TITLE: _____

DATE: _____



VILLAGE OF
OAK BROOK
Illinois

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
March 8, 2016

SUBJECT: Deicer Salt

FROM: Doug Patchin, Director of Public Works *DP*

BUDGET SOURCE/BUDGET IMPACT: \$130,000 is included in Program #363, Snow Removal, for this item.

RECOMMENDED MOTION: I move that the Village Board, authorize staff to execute a joint purchase requisition with the State of Illinois and DuPage County for the purchase of deicer salt for the 2016 – 2017 winter season.

Background/History: For the past 20 plus years we have purchased bulk salt through the State joint purchasing contract, this has limited us to one supplier, which can cause availability and delivery issues. Last year we split our purchase quantities between the State joint purchasing contract and DuPage County's competitive bidding, the split purchase gives us the ability to receive salt from two suppliers.

To obtain pricing from the County, we must submit the requested quantities, no later than March 15. We have received notice from the State that their forms will be mailed out on March 4, and the required order requisition with quantities must be returned to them by April 1. Once the State and County receive quantities from all interested agencies, specifications will be prepared and bids opened in August or September. Once the lowest responsible bidders are identified and the contracts awarded, we will be requesting that a Purchase Order be issued for each contract.

The amount of bulk deicer salt being requested to purchase this upcoming season is 1,400 tons. We are splitting our purchase quantities equally between the State joint purchasing and DuPage County's competitive bidding process.

Recommendation:

Staff recommends that the Village Board, authorize staff to execute a joint purchase requisition with the State of Illinois and DuPage County for the purchase of deicer salt for the 2016 – 2017 winter season.

SPECIFICATIONS AND PRICING

This bid is to furnish and deliver bulk rock salt for snow and ice control, in accordance with the AASHTO Specification M143, Sodium Chloride Type 1, Grade 1. Bulk rock salt shall be 95 to 98 percent pure sodium chloride. Maximum moisture content shall be no more than two and a half percent (2.5%).

Bulk rock salt not meeting the standards listed in these Specifications shall be subject to rejection by DuPage County.

BID AWARD CRITERIA:

DuPage County reserves the right to award a contract(s) to the lowest responsive, responsible bidder(s) by lump sum bid, by group 1A and/or 1B, whichever is in the best interest of DuPage County. DuPage County will only consider unit pricing in the 130%-150% range, in the event of a tie. Group 2 will be awarded by each individual township/municipality.

COUNTY AUTHORIZED REPRESENTATIVE:

The County authorized representative for this bid is Darcie Garza, CPPB, reachable at 630-407-6920 or her authorized designee.

DELIVERY REQUIREMENTS:

Orders are generally expected to be received within three (3) working days from date of order.

Normal deliveries shall be made between the hours of 6:00 a.m. and 2:30 p.m., Monday through Friday. Arrangements can be made for after hours and weekend deliveries to maintain a prompt order delivery schedule.

All order releases shall be delivered to completion, unless mutually agreed upon by the County of DuPage and the awarded Contractor.

All salt deliveries shall be made with trucks equipped with tailgate dump trailers.

All trucks shall be covered with approved waterproof material. The contractor will ensure that upon delivery, the driver shall inspect the inside of the trailer and will confirm that all salt has been removed from the trailer before leaving the point of delivery. The contractor shall ensure that all weights and measures shown on the delivery tickets are correct. DuPage County Division of Transportation reserves the right to require that delivery trucks be directed to a scale in the vicinity to check the accuracy of loads being delivered.

The actual tonnage delivered by the Contractor shall be within 20 (twenty) tons of the requested tonnage for each order.

The Contractor shall notify the Division of Transportation and any participating municipality of the trucking firm that will be delivering the salt, as well as a contact name, address and phone number of said trucking firm. The Contractor shall supply the same information for the terminal location, as well. Ultimately, all delivery responsibility will fall upon the Awarded Contractor. It will be their responsibility to accept order releases and communicate order information to the designated trucking firms and terminals.

Deliveries of rock salt will be required to be free of any foreign materials (i.e. mud, rocks, wood, tarpaulins, etc.). Cause for rejection and removal shall be made known within two (2) working days to the Contractor. Loads contaminated with foreign material will be replaced at the Contractor's expense within five (5) working days.

All salt is to be lump free. No salt with lumps larger than two (2) inches in diameter will be accepted. Loads with lumps larger than two (2) inches shall be replaced at the Contractor's expense within five (5) working days.

INVOICING:

Original invoices must be presented for payment in accordance with instructions contained on the Purchase Order including reference to Purchase Order number and submitted to the correct address for processing. The County shall pay all invoices pursuant to 50 ILCS 505, "Local Government Prompt Payment Act". Payment will not be made on invoices submitted later than six-months (180 days) after delivery of goods and any statute of limitations to the contrary is hereby waived.

LIQUIDATED DAMAGES:

From December 1, 2016 through April 30, 2017, if the Contractor is unable to make delivery within seven (7) calendar days from the date of order, DuPage County shall have the right to retain \$.20 per ton, per calendar day as liquidated damages on the undelivered portion of the order. An order placed prior to 12:00 noon on any business day (Monday through Friday, except Holidays) would be considered as the first calendar day of the seven (7) day delivery period. For orders placed after 12:00 noon on a given day, the following day would be considered the first calendar day of the seven (7) day delivery period. If after seven (7) days of liquidated damage assessment, the Contractor has still failed to deliver as required, DuPage County shall reserve the right to take action to remedy the failure of Contractor performance without prior notification of such failure. This may include termination of the order and purchase of salt from other sources, or to take action consistent with public safety as needed to continue business. Any or all additional costs may be collected from the Contractor, in addition to any liquidated damage.

ORDERING:

Group 1 - DuPage County will place a minimum of 1000 tons at a given time. All individual releases will be placed with the terminal.

Group 2 - 1000 ton minimum will be waived. All individual releases will be placed with the terminal.

Orders for tonnage will be placed with the successful qualified bidder beginning June 1, 2016. All salt will be delivered by May 31, 2017. No further orders will be given after that date unless authorized by the County Authorized Representative or designee. Contract renewals will incorporate similar timelines for consecutive years.

QUANTITIES:

DuPage County Division of Transportation has included a quantity which is an estimate only, for Standard Delivery. Bidders are to provide a unit price for 80% to 130% of this additional estimated quantity (**STANDARD DELIVERY**). DuPage County Division of Transportation agrees to purchase at least 80% of the quantity shown. If DuPage County does not utilize or order the 80%, DuPage County will pay for the 80% and it will be stored at the terminal, for delivery to the County at a later date. This will be handled at no additional charge to the County.

The Townships/Municipalities (Group 2) intend to make initial orders as indicated under Group 2 with delivery expected by 11/30/16. Bidders are required to provide a unit price for this 100% guaranteed delivery. (**EARLY DELIVERY**). The Townships/Municipalities section has included an additional quantity which is an estimate only. Bidders are to provide a unit price for 80% to 130% of this additional estimated quantity (**STANDARD DELIVERY**). The Townships/Municipalities agree to purchase at least 80% of the quantity shown. If the Townships/Municipalities do not utilize or order the 80%, the Townships/Municipalities will pay for the 80% and it will be stored at the terminal, for delivery to the Townships/Municipalities at a later date. This will be handled at no additional charge to the Townships/Municipalities.

THIRD PARTY OR ACTING IN THE BEST INTEREST OF THE CITIZENS OF DUPAGE COUNTY:

In cases where other governmental agencies in DuPage County are unable to obtain bulk rock salt, DuPage County Division of Transportation reserves the rights and obligation to sell salt or give salt (to be reimbursed at a later date) to governmental agencies without any recourse from the Awarded Contractor. This will be done at the contracted cost given to DuPage County Division of Transportation by the Awarded Contractor and at no time shall a profit be made by DuPage County Division of Transportation.

STOCKING REQUIREMENTS:

Within thirty (30) days of the notice of award (issuance of purchase order) the Contractor will be required to provide DuPage County with their salt source and local terminal information. One hundred thirty percent (130%) of the standard delivery quantity listed will be required to be in stock at a local terminal by December 1, 2016. This requirement shall be fulfilled each December 1st, with each contract renewal. DuPage County reserves the right to inspect the awarded Contractor's local terminal to verify for quantity and condition of salt, as required in the Specifications.

PRICING:

The Contractor is to provide a unit price per ton. DuPage County will require a 5% bid security to be submitted with the bid, The Awarded Contractor will also be required to furnish a 20% Performance Bond and Certificate of Insurance, within 10 days of the Notice of Award (as outlined in the Special Conditions). Similar conditions will apply to Group 2.

GROUP 1 – DUPAGE COUNTY

All Product to be shipped F.O.B. Delivered, freight prepaid, 140 N. County Farm Road, Wheaton, IL 60187 or 7900 S. Rt. 53, Woodridge, IL. 60517.

A – EARLY DELIVERY – 100% Confirmed quantities. Delivery by November 30, 2016

DESCRIPTION	QUANTITY	UNIT PRICE (PER TON)	EXTENDED PRICE
BULK ROCK SALT	NONE	\$ /TON	\$
TOTAL GROUP 1 –A			\$

B – STANDARD DELIVERY – Bidders are required to provide a unit price for 80% to 130% of the estimated quantity. The DuPage County Division of Transportation agrees to purchase at least 80% of the quantity shown. If DuPage County does not utilize or order the 80%, DuPage County will pay for the 80% and it will be stored at the terminal, for delivery to the County at a later date. This will be handled at no additional charge to the County.

DESCRIPTION	QUANTITY	UNIT PRICE (PER TON)	EXTENDED PRICE
BULK ROCK SALT	TONS	\$ /TON	\$
TOTAL GROUP 1 –B			\$

UNIT COST PER TON FOR QUANTITIES BETWEEN 130% AND 150% OF PROJECTED USAGE
 \$ _____ PER TON

TOTAL GROUP 1 A	\$
TOTAL GROUP 1 B	\$
TOTAL GROUP 1 (LUMP SUM BID)	\$

SHIPPING AND BILLING INFORMATION:

BILL TO ADDRESS:	SHIP TO ADDRESS:
DuPage County Division of Transportation Attn: Kathy Black 180 North County Farm Road Wheaton, IL 60187 TX: (630) 407-6930 FX: (630) 407-6962	DuPage County Division of Transportation Attn: Darcie Garza 140 North County Farm Road Wheaton, IL 60187 TX: (630) 407-6920 FX: (630) 407-6921
Same	DuPage County Public Works Attn: Darcie Garza 7900 S. Rt. 53 Woodridge, IL 60517 TX: (630) 407-6920 FX: (630) 407-6921

GROUP 2 – TOWNSHIPS/MUNICIPALITIES

All Product to be shipped F.O.B. Delivered, freight prepaid, to the locations listed. Each Township/Municipality will make an independent determination on whether it will enter into this agreement with the Awarded Contractor.

A – EARLY DELIVERY – 100% Confirmed quantities. Delivery by November 30, 2016

DESCRIPTION	QUANTITY	UNIT PRICE (PER TON)	EXTENDED PRICE
BULK ROCK SALT		\$ /TON	\$
TOTAL GROUP 2 –A			\$

B – STANDARD DELIVERY – Bidders are required to provide a unit price for 80% to 130% of the estimated quantity. If the Township/Municipality agrees to enter into an agreement with the Awarded Contractor, the Township/Municipality agrees to purchase at least 80% of the quantity shown. If the Township/ Municipality does not utilize or order the 80%, the Township/ Municipality will pay for the 80% and it will be stored at the terminal, for delivery to the Township/ Municipality at a later date. This will be handled at no additional charge to the Contracting Township/Municipality.

DESCRIPTION	QUANTITY	UNIT PRICE (PER TON)	EXTENDED PRICE
BULK ROCK SALT	TONS	\$ /TON	\$
TOTAL GROUP 2 –B			\$

UNIT COST PER TON FOR QUANTITIES BETWEEN 130% AND 150% OF PROJECTED USAGE
\$ _____ PER TON

DUPAGE COUNTY BULK ROCK SALT 2016/2017 BULK ROCK SALT JOINT PURCHASING

MUNICIPALITY: Village of Oak Brook

AUTHORIZED CONTACT: Lee Hammer

A. EARLY BUY - 100% CONFIRMED DELIVERY (BEFORE 11/30/16) 0 TONS
(IF NONE, PLEASE INDICATE ZERO)

B. STANDARD BUY -- 80% - 130% ESTIMATED QUANTITIES (ENTER 100% AMOUNT) 700 TONS

PLEASE PROVIDE BILL TO ADDRESS:

Village of Oak Brook

1200 Oak Brook Rd.

Oak Brook Il. 60523

CONTACT NAME: Lee Hammer

PHONE #: 630-368-5278

EMAIL: lhammer@oak-brook.org

PLEASE PROVIDE SHIP TO ADDRESS:

Village of Oak Brook

3003 Jorie Blvd

Oak Brook Il. 60523

CONTACT NAME: Lee Hammer

PHONE #: 630-368-5278

EMAIL: lhammer@oak-brook.org

DID YOUR MUNICIPALITY PROVIDE QUANTITIES FOR LAST YEARS RENEWAL? Yes

IF SO, QUANTITY COMMITTED TO: 700 ACTUAL ORDER QUANTITY: 470 (to date)

PURCHASE ORDER NUMBER: _____