

Oak Brook
Park District

A National Gold Medal Agency



HAPPY | FIT | ACTIVE

Oak Brook Park District Board Packet

August 17, 2026

We strive to provide the **very best** in **park** and **recreational opportunities, facilities,** and **open lands** for **our community.**

Family Recreation Center | 1450 Forest Gate Road | Oak Brook, IL 60523-2151 | P: 630-990-4233 | F: 630-990-8379
Tennis Center | 1300 Forest Gate Road | Oak Brook, IL 60523-2151 | P: 630-990-4660 | F: 630-990-4818

www.obparks.org



Pledge of Allegiance

I pledge allegiance to the flag of the United States of America, and to the Republic for which it stands, one nation under God, indivisible, with liberty and justice for all.

Agenda and Agenda Vote



AGENDA
REGULAR MEETING OF THE OAK BROOK PARK DISTRICT
BOARD OF COMMISSIONERS
August 17, 2026 – 6:30 p.m.
Canterberry Room

1. CALL TO ORDER THE REGULAR MEETING OF THE OAK BROOK PARK DISTRICT BOARD OF COMMISSIONERS AND CONDUCT THE ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. OPEN FORUM
4. APPROVAL OF AGENDA, MINUTES, AND FINANCIAL STATEMENT
 - a. APPROVAL OF THE AUGUST 17, 2026 AGENDA
 - b. APPROVAL OF MINUTES
 - i. July 20, 2026 Regular Board Meeting Minutes
 - c. APPROVAL OF FINANCIAL STATEMENT ENDING JULY 31, 2026
 - i. Warrant 711
5. STAFF RECOGNITION
 - a. Kamila Zawitkowska, Assistant Pool Manager
6. PRESENTATIONS/PROCLAMATIONS
 - a. None
7. REPORTS
 - a. Administration and Enterprise Operations Report
 - b. Finance and Human Resources Report
 - c. Recreation and Communications Report
 - d. Parks and Facilities Report
8. UNFINISHED BUSINESS
 - a. Asphalt Maintenance Bid
 - b. General Use Regulations Chapters 6-9
 - c. Fire Alarm Control Panel Upgrade
9. NEW BUSINESS
 - a. Swim Central Gutter Grates Replacement Project (*Requires Waiving the Board Rules to Approve at this Meeting.*)
 - b. Swim Central and Splash Island VGB Grate Replacement





AGENDA
REGULAR MEETING OF THE OAK BROOK PARK DISTRICT
BOARD OF COMMISSIONERS
August 17, 2026 – 6:30 p.m.
Canterberry Room

10. ENTER CLOSED SESSION: For the Appointment, Employment, Compensation, Discipline, Performance, or Dismissal of Specific Employees of the District, or Legal Counsel for the District pursuant to 5 ILCS 120/2(c)(1) of the Open Meetings Act
11. CLOSED SESSION
 - a. Appointment, Employment, Compensation, Discipline, Performance, or Dismissal of Specific Employees of the District or Legal Counsel for the District
12. ARISE FROM CLOSED SESSION AND RESUME THE OPEN SESSION
13. THE NEXT REGULAR MEETING OF THE OAK BROOK PARK DISTRICT BOARD OF PARK COMMISSIONERS WILL BE HELD ON SEPTEMBER 21, 2026, 6:30 P.M.
14. ADJOURNMENT

In accordance with the provisions of the Americans with Disabilities Act, any individual who is in need of a reasonable accommodation in order to participate in or benefit from attendance at a public meeting of the Oak Brook Park District Board of Commissioners should contact: Laure Kosey, Executive Director at 630-645-9535.





AGENDA
REGULAR MEETING OF THE OAK BROOK PARK DISTRICT
BOARD OF COMMISSIONERS
August 17, 2026 – 6:30 p.m.
Canterberry Room

1. CALL TO ORDER THE REGULAR MEETING OF THE OAK BROOK PARK DISTRICT BOARD OF COMMISSIONERS AND CONDUCT THE ROLL CALL *[Call to order the Regular Meeting of the Oak Brook Park District Board of Commissioners and ask the Recording Secretary to conduct the **Roll Call**.]*
2. PLEDGE OF ALLEGIANCE *[Recite the Pledge of Allegiance]*
3. OPEN FORUM *[Ask whether there are any Public Comments under "Open Forum." If necessary, the President may advise speakers to observe the rules set forth in Section 1.1VII B of the Rules of the Board of Park Commissioners.]*
4. APPROVAL OF AGENDA, MINUTES, AND FINANCIAL STATEMENT
 - a. APPROVAL OF THE AUGUST 17, 2026 AGENDA *[Request a Motion (and a Second) to approve the August 17, 2026 Agenda. **Roll Call Vote**...]*
 - b. APPROVAL OF MINUTES
 - i. July 20, 2026 Regular Board Meeting Minutes
 - *[Ask if there are any **EDITS** to the Minutes.]*
 - *[If there are **EDITS**, Request a Motion (and a Second) to approve the **AMENDED** July 20, 2026 Regular Board Meeting Minutes. **Roll Call Vote**...]*
 - *[If Amended does not Pass or No Amendments, then Request a Motion (and a Second) to approve the **PRESENTED** July 20, 2026 Regular Board Meeting Minutes. **Roll Call Vote**...]*
 - c. APPROVAL OF FINANCIAL STATEMENT ENDING JULY 31, 2026
 - i. Warrant 711 *[Request a Motion (and a Second) to approve Financial Statement Ending July 31, 2026. **Roll Call Vote**...]*
5. STAFF RECOGNITION
 - a. Kamila Zawitkowska, Assistant Pool Manager
6. PRESENTATIONS/PROCLAMATIONS
 - a. None
7. REPORTS *[For Review and Discussion Only]*
 - a. Administration and Enterprise Operations Report
 - b. Finance and Human Resources Report
 - c. Recreation and Communications Report
 - d. Parks and Facilities Report





AGENDA
REGULAR MEETING OF THE OAK BROOK PARK DISTRICT
BOARD OF COMMISSIONERS
August 17, 2026 – 6:30 p.m.
Canterberry Room

8. UNFINISHED BUSINESS

- a. Asphalt Maintenance Bid *[Request a Motion (and a Second) to accept the bid from A&A Paving and Concrete under the TIPS contract # 24010401 and to approve an agreement between the Park District and A&A Paving and Concrete for a total cost not-to-exceed \$37,798.11. **Roll Call Vote...**]*
- b. General Use Regulations Chapters 6-9 *[Request a Motion (and a Second) to approve the updates to chapters 6-9 of the General Use Regulations. **Roll Call Vote...**]*
- c. Fire Alarm Control Panel Upgrade *[Request a Motion (and a Second) to approve the proposal from and enter a contract with Johnson Controls Fire Protection LP for a fire panel replacement per quote #US2657204 for a total cost not-to-exceed \$47,421.68. **Roll Call Vote...**]*

9. NEW BUSINESS *[For Review and Discussion Only]*

- a. Swim Central Gutter Grates Replacement Project *(Requires Waiving the Board Rules to Approve at this Meeting.)*
[Request a Motion (and a Second) to Waive the Board's Rules to approve, at this meeting, the Landmark Aquatics Proposal #0005575 for the purchase and installation of pool gutter grates.

*Request a Motion (and a Second) to approve the Landmark Aquatics Proposal #0005575 for the purchase and installation of pool gutter grates for a total cost not-to-exceed \$56,254.14. **Roll Call Vote...**]*

- b. Swim Central and Splash Island VGB Grate Replacement

10. **ENTER CLOSED SESSION:** For the Appointment, Employment, Compensation, Discipline, Performance, or Dismissal of Specific Employees of the District, or Legal Counsel for the District pursuant to 5 ILCS 120/2(c)(1) of the Open Meetings Act
*[Request a Motion (and a Second) to enter into closed session for the purpose of the Appointment, Employment, Compensation, Discipline, Performance, or Dismissal of Specific Employees of the District or Legal Counsel for the District, pursuant to 5 ILCS 120/2(c)(1) of the Open Meetings Act. **Roll Call Vote...**]*

11. CLOSED SESSION *[For Review and Discussion Only]*

- a. Appointment, Employment, Compensation, Discipline, Performance, or Dismissal of Specific Employees of the District or Legal Counsel for the District

12. **ARISE FROM CLOSED SESSION AND RESUME THE OPEN SESSION** *[Request a Motion and a Second to arise from closed session and resume the open session. **Roll Call Vote...**]*





AGENDA
REGULAR MEETING OF THE OAK BROOK PARK DISTRICT
BOARD OF COMMISSIONERS
August 17, 2026 – 6:30 p.m.
Canterberry Room

13. THE NEXT REGULAR MEETING OF THE OAK BROOK PARK DISTRICT BOARD OF PARK COMMISSIONERS WILL BE HELD ON SEPTEMBER 21, 2026, 6:30 P.M.
[Announce the next Regular Meeting of the Oak Brook Park District Board of Park Commissioners will be held on September 21, 2026, 6:30 p.m.]
14. ADJOURNMENT *[Request a Motion and a Second to adjourn the August 17, 2026 Regular Meeting of the Oak Brook Park District Board of Commissioners. **Voice Vote, All in Favor ...]***

In accordance with the provisions of the Americans with Disabilities Act, any individual who is in need of a reasonable accommodation in order to participate in or benefit from attendance at a public meeting of the Oak Brook Park District Board of Commissioners should contact: Laure Kosey, Executive Director at 630-645-9535.



Minutes

MINUTES
REGULAR MEETING OF THE OAK BROOK PARK DISTRICT
BOARD OF COMMISSIONERS
July 20, 2026 – 6:30 p.m.
Canterberry Room

1. CALL TO ORDER THE REGULAR MEETING OF THE OAK BROOK PARK DISTRICT BOARD OF COMMISSIONERS AND CONDUCT THE ROLL CALL

President Gondek called to order the Regular Meeting of the Oak Brook Park District at the hour of 6:30 p.m. Commissioners Chan, Knitter, Vescovi, and President Gondek answered “present” from the Oak Brook Park District Family Recreation Center, Canterbury Conference Room. Also present in Canterbury Conference Room was Laure Kosey, Executive Director; Marco Salinas, Chief Financial Officer; Bob Johnson, Deputy Director; Robert Pechous, Director of Recreation and Communications; and David Freeman, District Attorney.

- a. Approval by a majority of the Commissioners present to allow Commissioner Ivkovic Kelley to attend the meeting by audio conference, as she is unable to physically attend because of personal illness as provided in section 1-I-1 of the Board Rules.

A clerical error was identified regarding Commissioner Ivkovic Kelley’s remote attendance. The motion incorrectly stated that her attendance was work-related; the minutes were corrected to reflect that she participated by telephone due to illness.

Motion: Commissioner Knitter made a motion, seconded by Commissioner Vescovi, to approve Commissioner Ivkovic Kelley to attend the meeting by audio conference, as she is unable to physically attend because of personal illness as provided in section 1-I-1 of the Board Rules.

The motion passed by roll call vote. Commissioner Ivkovic Kelley was present to attend the meeting by audio conference.

Ayes: Commissioners Vescovi, Knitter, Chan, and President Gondek

Nays: None

2. PLEDGE OF ALLEGIANCE

3. OPEN FORUM

Amy Jacobsen, a Park District employee and Oak Brook resident, stated that she had voted for Commissioner Chan, however, she is disappointed with Commissioner Chan’s treatment of the staff and requested that staff be treated with respect.

4. APPROVAL OF AGENDA, MINUTES, AND FINANCIAL STATEMENT

a. APPROVAL OF THE JULY 20, 2026 AGENDA

Motion: Commissioner Knitter made a motion, seconded by Commissioner Ivkovic Kelley, to approve the July 20, 2026 Regular Board Agenda.

The motion passed by roll call vote.

Ayes: Commissioners Chan, Ivkovic Kelley, Knitter, Vescovi, and President Gondek

Nays: None

b. APPROVAL OF MINUTES

i. June 15, 2026 Regular Board Meeting Minutes

Motion: Commissioner Chan made a motion, seconded by Commissioner Vescovi, to approve the June 15, 2026 Regular Board Meeting Minutes as amended.

Commissioner Chan explained her reasons for amending the minutes. Commissioner Chan's amendments have been shared with the commissioners.

The motion did not pass by roll call vote.

Ayes: Commissioners Vescovi and Chan

Nays: Commissioners Knitter, Ivkovic Kelley, and President Gondek

Motion: Commissioner Knitter made a motion, seconded by Commissioner Ivkovic Kelley, to approve the June 15, 2026 Regular Board Meeting Minutes as presented.

The motion passed by roll call vote.

Ayes: Commissioners Ivkovic Kelley, Knitter, and President Gondek

Nays: Commissioners Chan and Vescovi

ii. Rescind Approval of May 18, 2026 Regular Board Meeting Minutes

Motion: Commissioner Knitter made a motion, seconded by Commissioner Ivkovic Kelley, to rescind approval of the May 18, 2026 Regular Board Meeting Minutes.

Commissioner Chan explained why the May 18, 2025 Regular Board Meeting Minutes was being rescinded and stated for the record that she was correct in her understanding of Robert's Rule of Order.

Commissioner Knitter stated that she believed it was an "honest mistake." Dr. Kosey commented that due to previous confusing protocol process, it has been changed.

The motion passed by roll call vote.

Ayes: Commissioners Vescovi, Knitter, Ivkovic Kelley, Chan, and President Gondek

Nays: None

iii. Approval of May 18, 2026 Regular Board Meeting Minutes

Motion: Commissioner Chan made a motion, seconded by Commissioner Vescovi, to approve the May 18, 2026 Regular Board Meeting Minutes as amended.

Commissioner Chan reexplained her reasons for amending the minutes. Commissioner Chan's amendments had been shared with the commissioners.

The motion did not pass by roll call vote.

Ayes: Commissioners Chan and Vescovi

Nays: Commissioners Ivkovic Kelley, Knitter, and President Gondek

Motion: Commissioner Knitter made a motion, seconded by Commissioner Ivkovic Kelley, to approve the May 18, 2026 Regular Board Meeting Minutes as presented.

The motion passed by roll call vote.

Ayes: Commissioners Knitter, Ivkovic Kelley, and President Gondek

Nays: Commissioners Vescovi and Chan

c. APPROVAL OF FINANCIAL STATEMENT ENDING JUNE 30, 2026

i. Warrant 710

Commissioner Knitter made a motion, seconded by Commissioner Ivkovic Kelley, to approve the Financial Statement.

Commissioner Chan explained why she would not approve the Warrant.

The motion passed by roll call vote.

Ayes: Commissioners Ivkovic Kelley, Knitter, and President Gondek

Nays: Commissioners Chan and Vescovi

5. STAFF RECOGNITION

- a. Claire Kent, Recreation Manager – Youth
- b. Michelle Konrad, Aquatic Programming Manager

The Board welcomed Kent and Konrad to the Park District.

6. PRESENTATIONS/PROCLAMATIONS

- a. None

7. REPORTS

- a. Administration and Enterprise Operations Report

Dr. Laure Kosey presented her report, which can be found in the Park District's records.

- b. Finance and Human Resources Report

Marco Salinas presented his report, which can be found in the Park District's records.

Commissioner Knitter asked if we should anticipate any issues with the auditor due to the lack of fund transfers. Salinas stated if funds go below the fund balance then there will be issues, but the financial team will try to mitigate funds from going below the fund balance. The auditors will be onsite this week and present an audited financials report in October.

- c. Recreation and Communications Report

Robert Pechous presented his report, which can be found in the Park District's records.

- d. Parks and Facilities Report

Bob Johnson presented his report, which can be found in the Park District's records.

8. UNFINISHED BUSINESS

- a. Approval of a Travel Expense for Commissioner Attendance at the National Recreation and Park Association Conference held in Philadelphia, Pennsylvania - September 28 – October 1, 2026

Commissioner Knitter made a motion, seconded by Commissioner Ivkovic Kelley, to approve a travel expense for commissioner attendance at the National Recreation and Park Association Conference held in Philadelphia, Pennsylvania September 28 - October 1, 2026 for Commissioners Knitter and Ivkovic Kelley.

Commissioner Chan stated that commissioners should be responsible for covering their own conference expenses, and she provided reasons for why the conferences are ineffective.

President Gondek expressed his own experiences supporting the value for attending conferences and stated that there is always a need to learn something new.

Commissioner Chan suggested that commissioners who attend should prove the value of the attended conference. Commissioner Knitter stated that there is value in meeting other commissioners to understand parks across the country.

The motion passed by roll call vote.

Ayes: Commissioners Knitter, Ivkovic Kelley, and President Gondek

Nays: Vescovi and Chan

b. General Use Regulations Chapter 4

Commissioner Knitter made a motion, seconded by Commissioner Ivkovic Kelley, to approve changes to the General Use Regulations Chapter 4.

Commissioner Chan stated that the General Use Regulations edits are focused on DEI implementations. Dr. Kosey, Commissioner Knitter, and President Gondek disagreed.

The motion passed by roll call vote.

Ayes: Commissioners Ivkovic Kelley, Knitter, and President Gondek

Nays: Chan and Vescovi

c. Family Recreation Center Exterior Maintenance Bid

Motion: Commissioner Knitter made a motion, seconded by Commissioner Ivkovic Kelley, to accept the base bid and both alternates from A+ Painters for the Family Recreation Center Exterior Maintenance Project, and to approve an agreement between the Park District and A+ Painters for a total cost not to exceed \$75,756.00.

Commissioner Chan asked if there is additional work needed beyond the exceeded amount is there a measurement on how that will be charged. Johnson stated that the bid is on the open and obvious stucco issues around the building. The Board would need to take action on change orders over \$10k, but Johnson will alert the Board if the maintenance exceeds the total cost listed.

The motion passed by roll call vote.

Ayes: Commissioners Vescovi, Knitter, Ivkovic Kelley, Chan and President Gondek

Nays: None

d. Tennis Court and Parking Lot Project Bid

Motion: Commissioner Knitter made a motion, seconded by Commissioner Ivkovic Kelley, to reject the low base bid and alternate from Chicagoland Paving Contractors, Inc. and to approve the base bid from, and enter a contract with, Abbey Construction Co. for a total cost not-to-exceed \$1,348,120.49.

Commissioner Vescovi asked why the lowest bid is not being considered.

Johnson explained the process that was conducted in examining the two lowest bids. Both companies were thoroughly evaluated, and the project team determined that the Abbey Construction Co. was the most responsible bidder. Although Abbey submitted the second-lowest bid, the project team recommended awarding the contract to Abbey based on its overall qualifications and experience.

Commissioner Vescovi was concerned about the difference in bid cost between the two lowest. Johnson explained why Chicagoland Paving Contractors, Inc. was not selected.

Commissioner Knitter stated that “the lowest bid is not always the lowest bid,” and we should go with a company who can actually complete the work.

Commissioner Chan reminded the Board of the fluctuating costs for the Tennis Center Project and questioned the Ball Park Parking Lot being included with the Tennis Center Project. Dr. Kosey responded to Commissioner Chan that the Pickleball courts were initially included in the price and now it is not, and the parking lot is being funded by the General Fund and Special Recreation Fund, not the Tennis Center fund. The cost to go with the one company to complete the work at the Tennis Center and the parking lot will be lower than going with two separate companies.

The motion passed by roll call vote.

Ayes: Commissioners Ivkovic Kelley, Knitter, and President Gondek

Nays: Chan and Vescovi

e. Section 4.30 Artificial Intelligence (AI) Usage Policy of the Personnel Policy Manual – New Policy

Motion: Commissioner Knitter made a motion, seconded by Commissioner Ivkovic Kelley, to approve Section 4.30 Artificial Intelligence (AI) Usage Policy of the Personnel Policy Manual.

Commissioner Chan asked how we would know the AI policy has been violated and how it will be enforced. Pechous responded that if a violation occurs then at least there will be a policy in place for disciplinary action.

Pechous stated that AI Policies have become standard in other organizations as a guideline for appropriate use, and an AI Policy is needed to begin regulating it. President Gondek agreed that having an AI policy is a starting point that could change. Pechous stated that the Park District AI Policy is similar to the one at the Village. Commissioner Chan would like to understand all the different issues of AI and wants a nonbiased policy.

The motion passed by roll call vote.

Ayes: Commissioners Knitter, Ivkovic Kelley, and President Gondek

Nays: Vescovi and Chan

9. NEW BUSINESS

a. Asphalt Maintenance Bid

Johnson reported that the Park District will be going out to bid for sealcoating, crack filling, and restriping of the parking lots.

b. General Use Regulations Chapters 6-9

Johnson explained that Chapter 5 will be reviewed at the next meeting and Chapters 6-9 will be reviewed at this meeting. Chapter 6-9 is the end of the General Use Regulations. Chapter 5 focuses on vehicle and E-scooter use and will include the new E-scooter state regulation that began on July 1, 2026.

President Gondek asked about the Police Department assistance to the Park District. Dr. Kosey clarified that the Park District has an intergovernmental agreement with the Police Department, so speed limit signs will be posted and the police would enforce the speed limit. President Gondek would appreciate speed limit postings in main areas and explained why. Johnson stated that would be included in Chapter 5. Commissioner Chan would like to ensure there will not be too many signs.

c. Fire Alarm Control Panel Upgrade

Johnson reported that the fire panel is beginning to fail and needs upgrading so that the strobes can be synchronized due to ADA requirement. The upgraded panel will be purchased through a co-op purchasing company. Commissioner Vescovi asked about the cost. Johnson directed Commissioner Vescovi to the cost and reminded the commissioners that this upgrade does not need to go through the bid process because it is proprietary.

d. Request For Qualifications for Legal Services (*Requires Waiving the Board Rules to Approve at this Meeting.*)

Commissioner Chan asked if this request is in addition or to replace Robbin Schwartz. Dr. Kosey responded that this is to evaluate qualifications for other legal services and it is not an addition.

Commissioner Chan explained that spending money on legal fees should be more economical.

Motion: Commissioner Knitter made a motion, seconded by Commissioner Ivkovic Kelley, to approve Waiving the Board Rules to approve at this meeting the Request for Qualifications for Legal Services.

The motion passed by roll call vote.

Ayes: Commissioners Chan, Ivkovic Kelley, Knitter, Vescovi, and President Gondek

Nays: None

Motion: Commissioner Knitter made a motion, seconded by Commissioner Ivkovic Kelley, to approve the Request for Qualifications for Legal Services.

Commissioner Chan questioned who asked the RFQ to be on the agenda. Dr. Kosey stated that President Gondek and Commissioner Knitter requested the RFQ for Legal Services be put on the agenda.

The motion passed by roll call vote.

Ayes: Commissioners Vescovi, Knitter, Ivkovic Kelley, Chan, and President Gondek

Nays: None

10. THE NEXT REGULAR MEETING OF THE OAK BROOK PARK DISTRICT BOARD OF PARK COMMISSIONERS WILL BE HELD ON AUGUST 17, 2026, 6:30 P.M.

President Gondek announced the next Regular Meeting of the Oak Brook Park District Board of Park Commissioners would be held on August 17, 2026, 6:30 p.m.

11. ADJOURNMENT Motion: Commissioner Knitter made a motion, seconded by Commissioner Ivkovic Kelley, to adjourn the July 20, 2026 Regular Meeting of the Oak Brook Park District Board of Commissioners. The motion passed by voice vote, and the meeting adjourned at the hour of 8:08 p.m.

Dr. Laure Kosey

Financial Statement



General Fund

The General Fund is used to account for all activity of the Park District, except for activity required to be accounted for in another fund. The General Fund is comprised of the following departments:

- Administration
- Finance
- Central Park North
- Central Park
- Saddlebrook Park
- Forest Glen Park
- Chillem Park
- Dean Nature Sanctuary
- Professional Services
- Information Technology
- Building- Family Recreation Center
- Central Park West
- Capital Outlay

Among the major activities accounted for in this fund are field and facility rentals, resident and non-resident daily admissions (shared with the Recreation Fund), general administration and finance services, information technology services, facility maintenance services for our Family Recreation Center and Central Park West facility, and maintenance of our Central Park and other satellite parks. This fund also accounts for resources used to fund capital improvements.



General Fund: Revenues and Expenditures Summary (Unaudited)
Fiscal Year-to-Date Activity through July 31, 2026 and 2025
25.00% completed (3 out of 12 months)

18

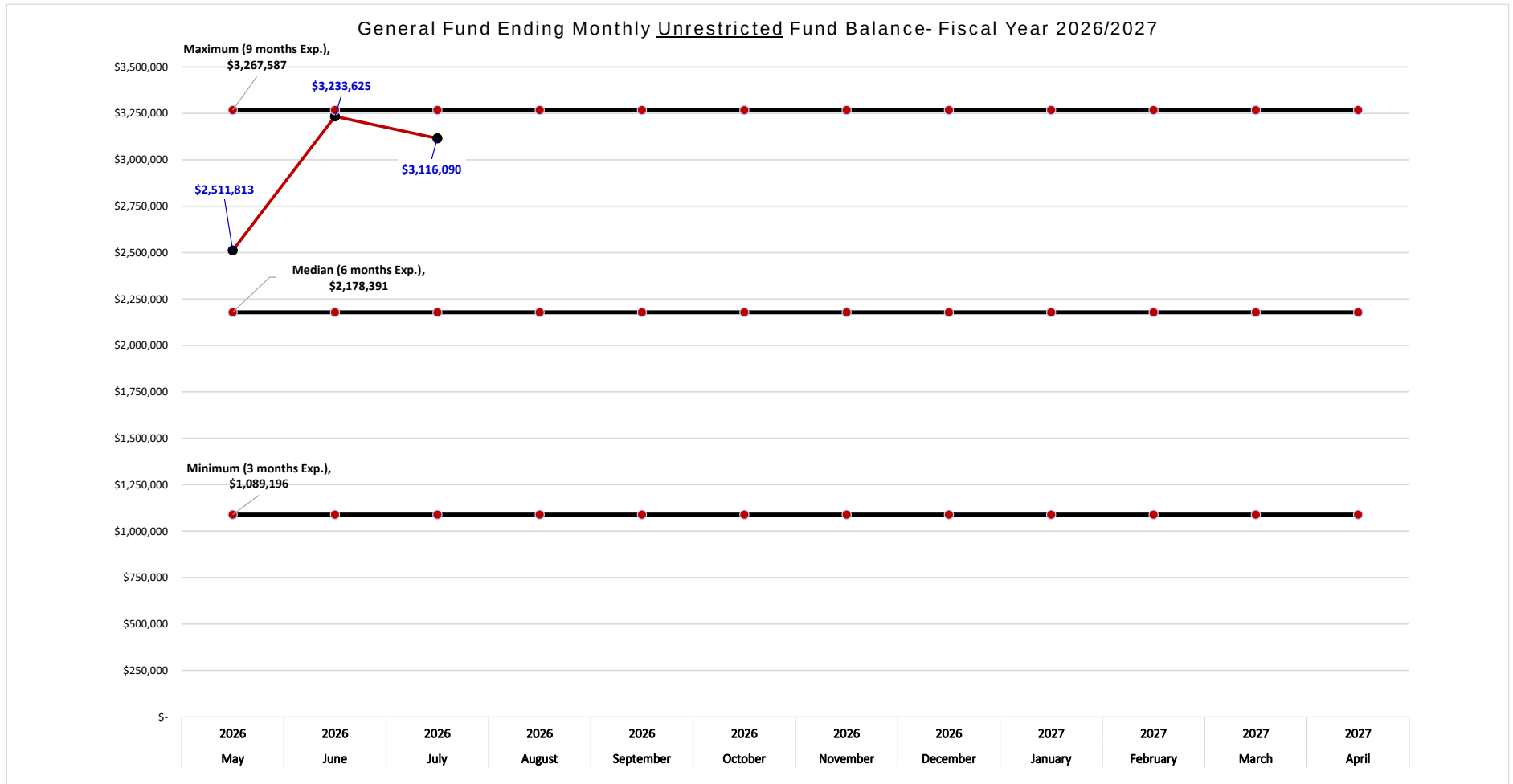
	Fiscal Year 2026/2027- Highlighted items reflect more than 8.33% variance						FY 2026/2027 compared to FY 2025/2026- Highlighted items reflect more than 10% variance		
	Original Annual Budget	July 2026 Actual	Year-To-Date (YTD) Actual	Encumbered	YTD Actual + Encumbered	YTD Actual, as a % of Original Annual Budget	Fiscal Year 2025/2026 YTD Actual	FY 2026/2027 YTD Actual Higher/(Lower) than 2025/2026 YTD Actual	Percent Change
REVENUES									
Administration	\$ -	\$ -	\$ -	N/A	\$ -	N/A	\$ -	\$ -	N/A
Finance									
Property Taxes	1,955,448	21,094	1,065,410	N/A	1,065,410	54.5%	1,063,248	2,162	0.2%
Personal Prop. Repl. Taxes	150,884	28,250	56,900	N/A	56,900	37.7%	53,659	3,241	6.0%
Investment Income	109,452	9,025	23,985	N/A	23,985	21.9%	28,932	(4,947)	-17.1%
Other	1,694	-	-	N/A	-	0.0%	-	-	N/A
Central Park North	94,250	9,814	38,843	N/A	38,843	41.2%	33,780	5,062	15.0%
Central Park	289,588	20,256	105,470	N/A	105,470	36.4%	65,835	39,635	60.2%
Saddlebrook Park	5,000	-	-	N/A	-	0.0%	-	-	N/A
Forest Glen Park	-	-	-	N/A	-	N/A	106	(106)	-100.0%
Chillem Park	-	-	-	N/A	-	N/A	-	-	N/A
Dean Property	2,500	-	-	N/A	-	0.0%	-	-	N/A
Information Technology	148,353	12,354	37,063	N/A	37,063	25.0%	36,029	1,034	2.9%
Building-Recreation Center	987,796	99,367	263,355	N/A	263,355	26.7%	422,221	(158,866)	-37.6%
Central Park West	132,455	6,075	32,671	N/A	32,671	24.7%	21,525	11,146	51.8%
Capital Outlay	190,000	-	-	N/A	-	0.0%	-	-	N/A
TOTAL REVENUES	\$ 4,067,420	\$ 206,234	\$ 1,623,696	\$ -	\$ 1,623,696	39.9%	\$ 1,725,334	\$ (101,638)	-5.9%
EXPENDITURES									
Administration	\$ 398,406	\$ 38,121	\$ 85,210	\$ 59	85,269	21.4%	\$ 56,242	\$ 28,968	51.5%
Finance	339,734	30,259	67,648	(654)	66,995	19.9%	56,638	11,010	19.4%
Central Park North	99,925	3,624	22,303	28,230	50,533	22.3%	19,936	2,367	11.9%
Central Park	935,749	88,124	212,248	58,472	270,720	22.7%	171,819	40,429	23.5%
Saddlebrook Park	29,163	4,079	6,563	4,257	10,819	22.5%	3,365	3,198	95.0%
Forest Glen Park	28,281	1,308	7,581	9,459	17,040	26.8%	7,966	(385)	-4.8%
Chillem Park	7,726	199	656	1,178	1,834	8.5%	624	32	5.1%
Dean Property	32,699	3,176	8,542	18,236	26,778	26.1%	5,354	3,188	59.6%
Professional Services	56,000	5,725	13,631	(5,725)	7,906	24.3%	8,881	4,749	53.5%
Information Technology	379,277	23,128	84,849	38,190	123,039	22.4%	84,326	523	0.6%
Building-Recreation Center	1,286,190	120,244	266,018	104,601	370,619	20.7%	245,549	20,469	8.3%
Central Park West	149,633	5,780	14,634	20,626	35,260	9.8%	12,301	2,333	19.0%
Capital Outlay	614,000	-	28,868	-	28,868	4.7%	-	28,868	N/A
TOTAL EXPENDITURES	\$ 4,356,782	\$ 323,768	\$ 818,750	\$ 276,929	\$ 1,095,679	18.8%	\$ 673,001	\$ 145,749	21.7%
TRANSFERS OUT	\$ -	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	\$ -	N/A
TOTAL EXPENDITURES AND TRANSFERS OUT	\$ 4,356,782	\$ 323,768	\$ 818,750	\$ 276,929	\$ 1,095,679	18.8%	\$ 673,001	\$ 145,749	21.7%
REVENUES OVER (UNDER) EXPENDITURES AND TRANSFERS OUT	\$ (289,362)	\$ (117,534)	\$ 804,946	\$ (276,929)	\$ 528,017	-278.2%	\$ 1,052,333	\$ (247,387)	-23.5%

Note 1> Fiscal year 2026/2027 highlighted items reflect a variance of one month or greater (i.e. +/- 8.33%). When comparing the current fiscal year to fiscal year 2025/2026, the highlighted items reflect a variance of +/-10.00% or greater.

Note 2> Encumbered balances represent the commitment of appropriated (budgeted) funds to purchase goods and services. They set aside (encumber) appropriated funds for future expenditure and are used by staff to manage spending activity.

Actuals- Unaudited

	May	June	July	August	September	October	November	December	January	February	March	April	Fiscal
	2026	2026	2026	2026	2026	2026	2026	2026	2027	2027	2027	2027	Y-T-D
Beginning Unrestricted	\$ 2,311,145	\$ 2,511,813	\$ 3,233,625										
Monthly Net Surplus/(Deficit)	200,669	721,811	(117,534)										\$ 804,946
Ending Unrestricted	\$ 2,511,813	\$ 3,233,625	\$ 3,116,090	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	



Minimum (3 months Exp.)	\$ 1,089,196	\$ 1,089,196	\$ 1,089,196	\$ 1,089,196	\$ 1,089,196	\$ 1,089,196	\$ 1,089,196	\$ 1,089,196	\$ 1,089,196	\$ 1,089,196	\$ 1,089,196	\$ 1,089,196
Median (6 months Exp.)	\$ 2,178,391	\$ 2,178,391	\$ 2,178,391	\$ 2,178,391	\$ 2,178,391	\$ 2,178,391	\$ 2,178,391	\$ 2,178,391	\$ 2,178,391	\$ 2,178,391	\$ 2,178,391	\$ 2,178,391
Maximum (9 months Exp.)	\$ 3,267,587	\$ 3,267,587	\$ 3,267,587	\$ 3,267,587	\$ 3,267,587	\$ 3,267,587	\$ 3,267,587	\$ 3,267,587	\$ 3,267,587	\$ 3,267,587	\$ 3,267,587	\$ 3,267,587



Recreation Fund

The Recreation Fund is used to account for all recreation programming activity of the Park District; except for programming accounted for in our Tennis and Special Recreation funds. The Recreation Fund is comprised of the following departments:

- Recreation Administration
- Fitness Center
- Aquatic Center
- Aquatic Recreation Programming
- Youth Athletics
- Preschool Programs
- Youth Programs
- Adult Programs
- Pioneer Programs
- Special Events and Trips
- Marketing
- Capital Outlay

The primary focus of this fund is to account for recreational programming activities, client memberships, special events, preschool, and the marketing of these services. This fund also accounts for resources used to fund capital improvements.



Recreation Fund: Revenues and Expenditures Summary (Unaudited)

21

Fiscal Year-to-Date Activity through July 31, 2026 and 2025

25.00% completed (3 out of 12 months)

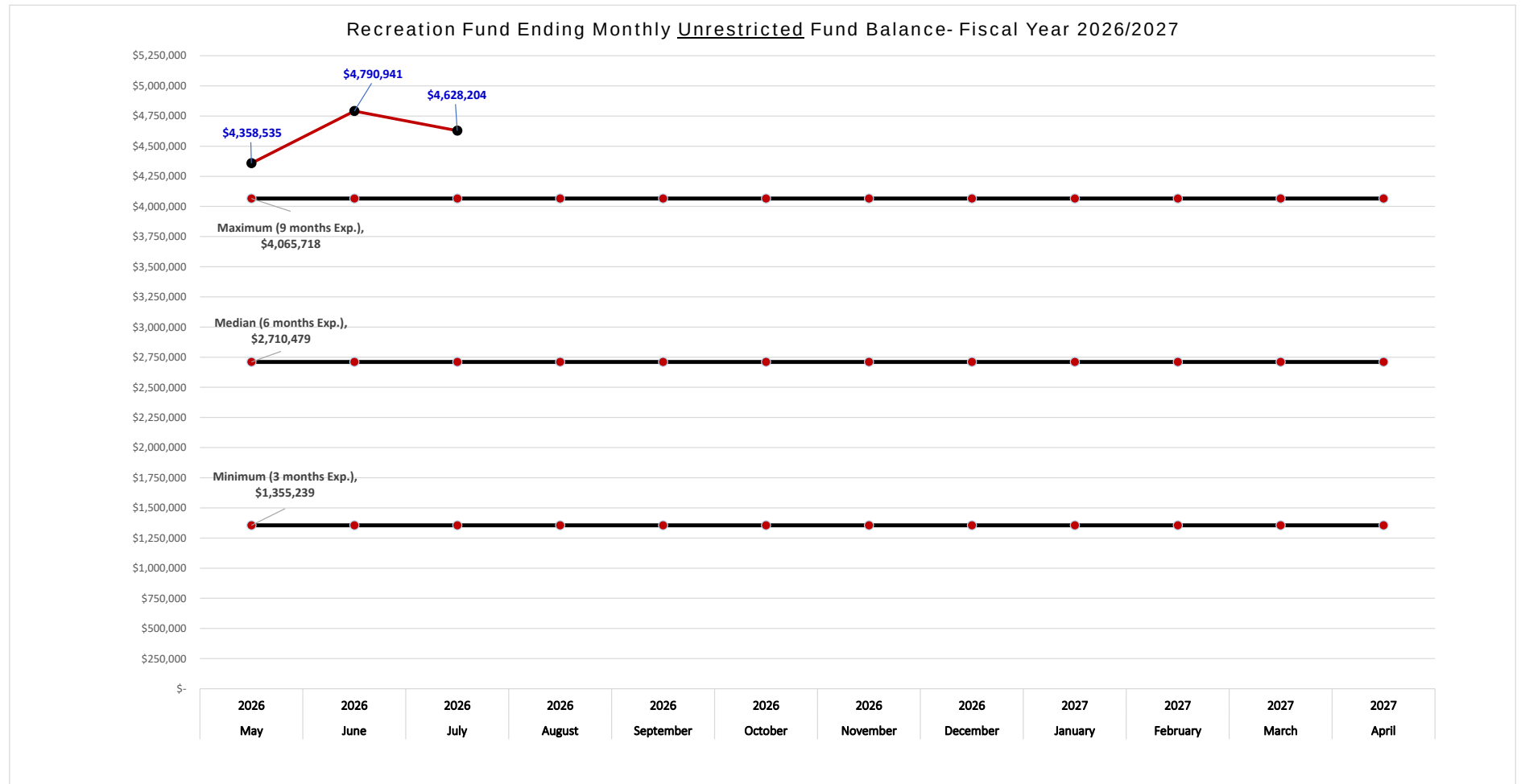
	Fiscal Year 2026/2027- Highlighted items reflect more than 8.33% variance						FY 2026/2027 compared to FY 2025/2026- Highlighted items reflect more than 10% variance		
	Original Annual Budget	July 2026 Actual	Year-To-Date (YTD) Actual	Encumbered	YTD Actual + Encumbered	YTD Actual, as a % of Original Annual Budget	Fiscal Year 2025/2026 YTD Actual	FY 2026/2027 YTD Actual Higher/(Lower) than 2025/2026 YTD Actual	Percent Change
REVENUES									
Administration									
Property Taxes	\$ 1,370,299	\$ 14,683	\$ 741,630	N/A	\$ 741,630	54.1%	\$ 742,702	\$ (1,072)	-0.1%
Personal Prop. Repl. Taxes	47,501	8,893	17,913	N/A	17,913	37.7%	16,893	1,020	6.0%
Investment Income	138,157	16,264	40,170	N/A	40,170	29.1%	33,015	7,155	21.7%
Other	3,000	551	2,215	N/A	2,215	73.8%	2,288	(73)	-3.2%
Fitness Center	1,028,975	105,402	299,654	N/A	299,654	29.1%	248,166	51,488	20.7%
Aquatic Center	995,050	89,907	294,235	N/A	294,235	29.6%	274,741	19,494	7.1%
Aquatic Recreation Prog.	538,290	20,596	131,228	N/A	131,228	24.4%	179,325	(48,097)	-26.8%
Youth Athletics	519,850	18,728	102,990	N/A	102,990	19.8%	106,401	(3,412)	-3.2%
Preschool Programs	389,689	1,653	36,053	N/A	36,053	9.3%	45,449	(9,396)	-20.7%
Youth Programs	275,936	8,584	256,154	N/A	256,154	92.8%	220,347	35,807	16.3%
Adult Programs	220,581	42,145	86,484	N/A	86,484	39.2%	62,313	24,171	38.8%
Pioneer Programs	79,194	6,080	29,109	N/A	29,109	36.8%	23,543	5,566	23.6%
Special Events and Trips	152,645	10,876	72,303	N/A	72,303	47.4%	76,102	(3,799)	-5.0%
Marketing	20,000	-	18,701	N/A	18,701	93.5%	10,372	8,329	80.3%
Capital Outlay	95,000	-	-	N/A	-	0.0%	-	-	N/A
TOTAL REVENUES	\$ 5,874,167	\$ 344,363	\$ 2,128,839	\$ -	\$ 2,128,839	36.2%	\$ 2,041,657	\$ 87,181	4.3%
TRANSFERS IN	\$ -	\$ -	\$ -	N/A	-	N/A	\$ -	\$ -	N/A
TOTAL REVENUES & TRANSFERS IN	\$ 5,874,167	\$ 344,363	\$ 2,128,839	\$ -	\$ 2,128,839	36.2%	\$ 2,041,657	\$ 87,181	4.3%
EXPENDITURES									
Administration	\$ 1,180,481	\$ 108,501	\$ 258,935	\$ 55,216	\$ 314,150	21.9%	\$ 247,805	\$ 11,130	4.5%
Fitness Center	651,130	56,262	140,953	58,694	199,648	21.6%	126,530	14,423	11.4%
Aquatic Center	1,232,246	166,390	350,604	135,282	485,886	28.5%	287,509	63,094	21.9%
Aquatic Recreation Prog.	300,271	32,611	58,627	38,658	97,286	19.5%	50,420	8,208	16.3%
Youth Athletics	353,090	10,472	48,998	-	48,998	13.9%	43,187	5,811	13.5%
Preschool Programs	333,657	6,125	36,329	(1,685)	34,644	10.9%	29,014	7,314	25.2%
Youth Programs	179,680	65,943	97,404	(3,076)	94,328	54.2%	67,557	29,847	44.2%
Adult Programs	108,167	10,441	25,904	(1,755)	24,149	23.9%	23,343	2,560	11.0%
Pioneer Programs	105,829	9,472	23,422	3,043	26,465	22.1%	17,891	5,531	30.9%
Special Events and Trips	127,301	12,038	31,458	(1,214)	30,244	24.7%	35,458	(3,999)	-11.3%
Marketing	373,990	28,844	70,135	5,363	75,498	18.8%	67,561	2,574	3.8%
Capital Outlay	475,112	-	-	29,700	29,700	0.0%	-	-	N/A
TOTAL EXPENDITURES	\$ 5,420,954	\$ 507,099	\$ 1,142,769	\$ 318,226	\$ 1,460,994	21.1%	\$ 996,275	\$ 146,494	14.7%
TRANSFERS OUT	\$ -	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	\$ -	N/A
TOTAL EXPENDITURES & TRANSFERS OUT	\$ 5,420,954	\$ 507,099	\$ 1,142,769	\$ 318,226	\$ 1,460,994	21.1%	\$ 996,275	\$ 146,494	14.7%
REVENUES & TRANSFERS IN, OVER (UNDER) EXPENDITURES & TRANSFERS OUT	\$ 453,212	\$ (162,736)	\$ 986,070	\$ (318,226)	\$ 667,844	217.6%	\$ 1,045,382	\$ (59,312)	-5.7%

Note 1> Fiscal year 2026/2027 highlighted items reflect a variance of one month or greater (i.e. +/- 8.33%). When comparing the current fiscal year to fiscal year 2025/2026, the highlighted items reflect a variance of +/-10.00% or greater.

Note 2> Encumbered balances represent the commitment of appropriated (budgeted) funds to purchase goods and services. They set aside (encumber) appropriated funds for future expenditure and are used by staff to manage spending activity.

Actuals- Unaudited

	May	June	July	August	September	October	November	December	January	February	March	April	Fiscal
	2026	2026	2026	2026	2026	2026	2026	2026	2027	2027	2027	2027	Y-T-D
Beginning Unrestricted	\$ 3,642,134	\$ 4,358,535	\$ 4,790,941										
Monthly Net Surplus/(Deficit)	716,401	432,405	(162,736)										\$ 986,070
Ending Unrestricted	\$ 4,358,535	\$ 4,790,941	\$ 4,628,204	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	



Minimum (3 months Exp.)	\$	1,355,239	\$	1,355,239	\$	1,355,239	\$	1,355,239	\$	1,355,239	\$	1,355,239	\$	1,355,239	\$	1,355,239
Median (6 months Exp.)	\$	2,710,479	\$	2,710,479	\$	2,710,479	\$	2,710,479	\$	2,710,479	\$	2,710,479	\$	2,710,479	\$	2,710,479
Maximum (9 months Exp.)	\$	4,065,718	\$	4,065,718	\$	4,065,718	\$	4,065,718	\$	4,065,718	\$	4,065,718	\$	4,065,718	\$	4,065,718



Tennis Fund

The Tennis Fund is used to account for the activities of our tennis center. The Tennis Fund is comprised of the following departments:

- Tennis Administration
- Building- Racquet Club
- Programs- Racquet Club
- Capital Outlay

The primary focus of this fund is to account for all tennis administration, recreational programming activities, client memberships, and special events. This fund also accounts for resources used to fund capital improvements at the tennis center.



Tennis Center Fund (Recreational Facilities): Revenues and Expenses Summary (Unaudited)

24

Fiscal Year-to-Date Activity through July 31, 2026 and 2025

25.00% completed (3 out of 12 months)

REVENUES

Administration

Building- Racquet Club

Programs- Racquet Club

TOTAL REVENUES

EXPENSES

Administration

Building- Racquet Club

Programs- Racquet Club

Capital Outlay

TOTAL EXPENSES

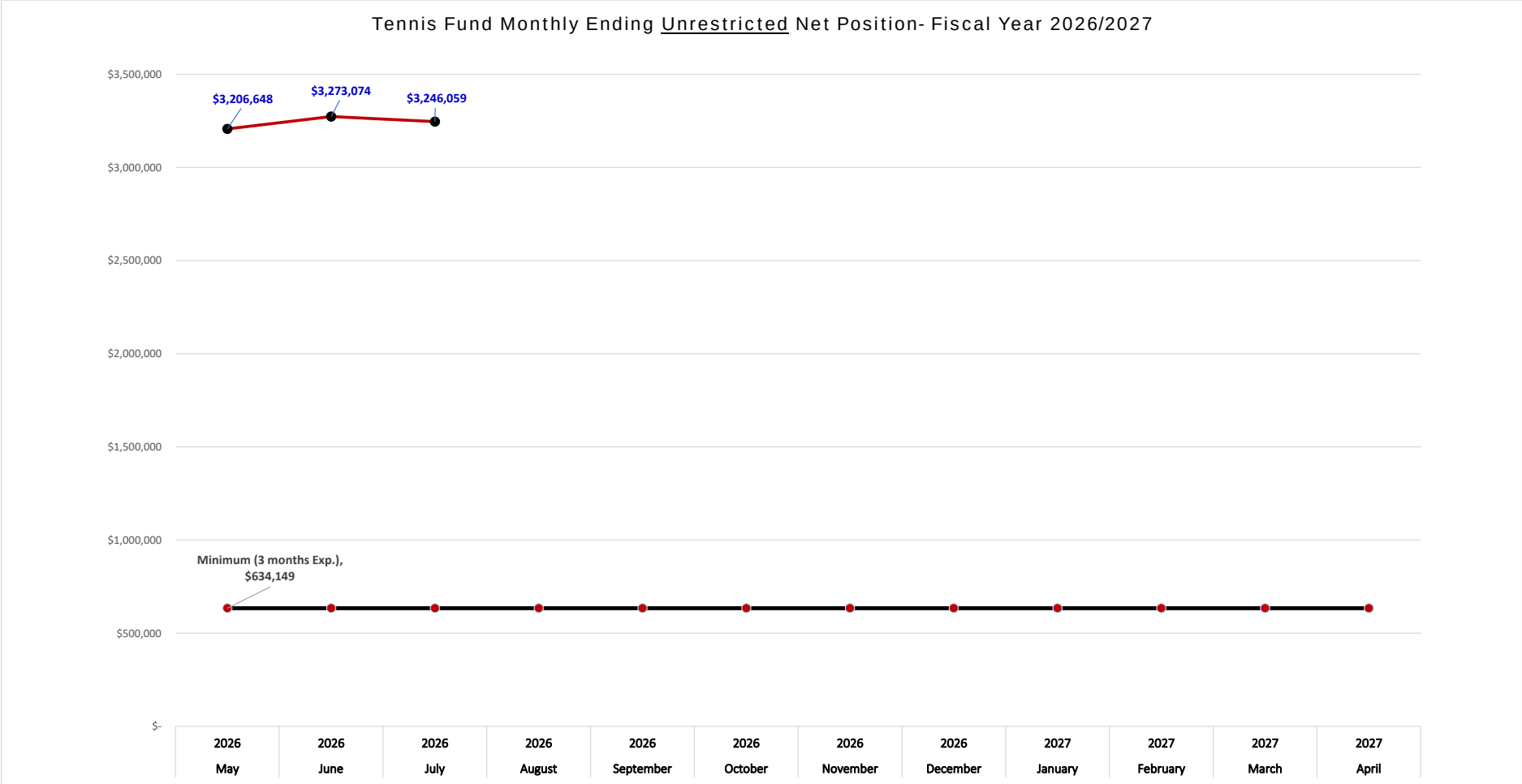
REVENUES OVER
(UNDER) EXPENSES

Fiscal Year 2026/2027- Highlighted items reflect more than 8.33% variance							FY 2026/2027 compared to FY 2025/2026- Highlighted items reflect more than 10% variance		
Original Annual Budget	July 2026 Actual	Year-To-Date (YTD) Actual	Encumbered	YTD Actual + Encumbered	YTD Actual, as a % of Original Annual Budget		Fiscal Year 2025/2026 YTD Actual	FY 2026/2027 YTD Actual Higher/(Lower) than 2025/2026 YTD Actual	Percent Change
\$ 348,964	\$ 32,292	\$ 59,326	N/A	\$ 59,326	17.0%		\$ 62,391	\$ (3,065)	-4.9%
1,000	179	303	N/A	303	30.3%		-	303	N/A
2,559,500	206,841	608,840	N/A	608,840	23.8%		577,460	31,380	5.4%
\$ 2,909,464	\$ 239,311	\$ 668,470	\$ -	\$ 668,470	23.0%		\$ 639,851	\$ 28,618	4.5%
\$ 975,980	\$ 93,476	\$ 196,385	\$ (6,515)	\$ 189,870	20.1%		\$ 166,446	\$ 29,939	18.0%
520,577	33,911	87,604	110,173	197,777	16.8%		81,694	5,910	7.2%
1,040,038	89,594	195,550	1,500	197,050	18.8%		160,333	35,217	22.0%
1,880,000	7,456	13,741	73,487	87,227	0.7%		-	13,741	N/A
\$ 4,416,594	\$ 224,437	\$ 493,279	\$ 178,645	\$ 671,924	11.2%		\$ 408,472	\$ 84,807	20.8%
\$(1,507,130)	\$ 14,874	\$ 175,190	\$ (178,645)	\$ (3,455)	-11.6%		\$ 231,379	\$ (56,188)	-24.3%

Note 1> Fiscal year 2026/2027 highlighted items reflect a variance of one month or greater (i.e. +/- 8.33%). When comparing the current fiscal year to fiscal year 2025/2026, the highlighted items reflect a variance of +/-10.00% or greater.

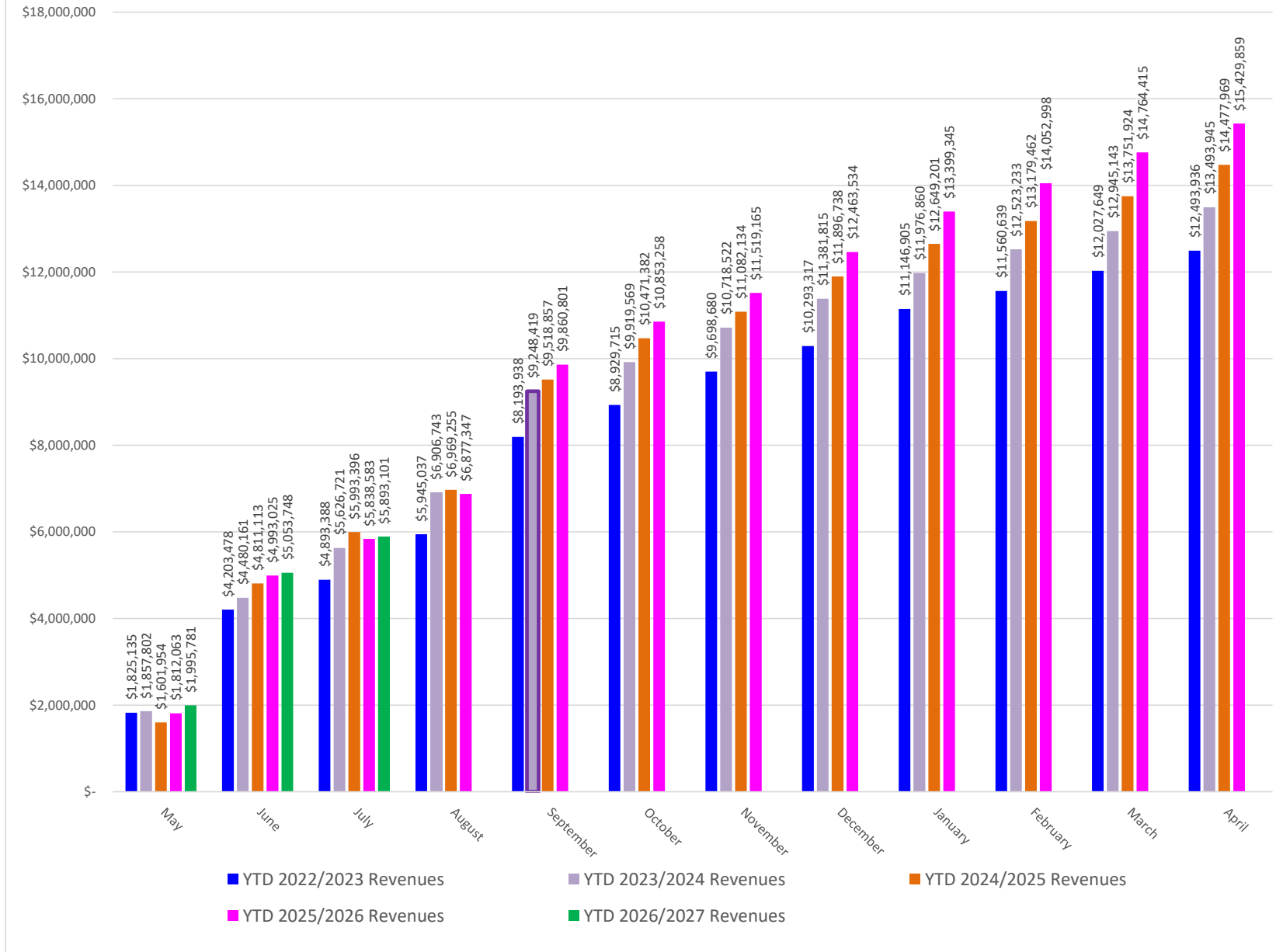
Note 2> Encumbered balances represent the commitment of appropriated (budgeted) funds to purchase goods and services. They set aside (encumber) appropriated funds for future expense and are used by staff to manage spending activity.

Actuals- Unaudited													
	May	June	July	August	September	October	November	December	January	February	March	April	Fiscal
	2026	2026	2026	2026	2026	2026	2026	2026	2027	2027	2027	2027	Y-T-D
Beginning Investment in Capital Assets	\$ 2,008,943	\$ 2,008,854	\$ 2,015,227										
Beginning Unrestricted	3,084,609	3,206,648	3,273,074										
Monthly Net Surplus/(Deficit)	121,950	38,366	14,874										\$ 175,190
Ending Investment in Capital Assets	\$ 2,008,854	\$ 2,015,227	\$ 2,022,683										
Ending Unrestricted	\$ 3,206,648	\$ 3,273,074	\$ 3,246,059										



Minimum (3 months Exp.)	\$ 634,149	\$ 634,149	\$ 634,149	\$ 634,149	\$ 634,149	\$ 634,149	\$ 634,149	\$ 634,149	\$ 634,149	\$ 634,149	\$ 634,149	\$ 634,149	\$ 634,149
Median (6 months Exp.)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Maximum (9 months Exp.)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

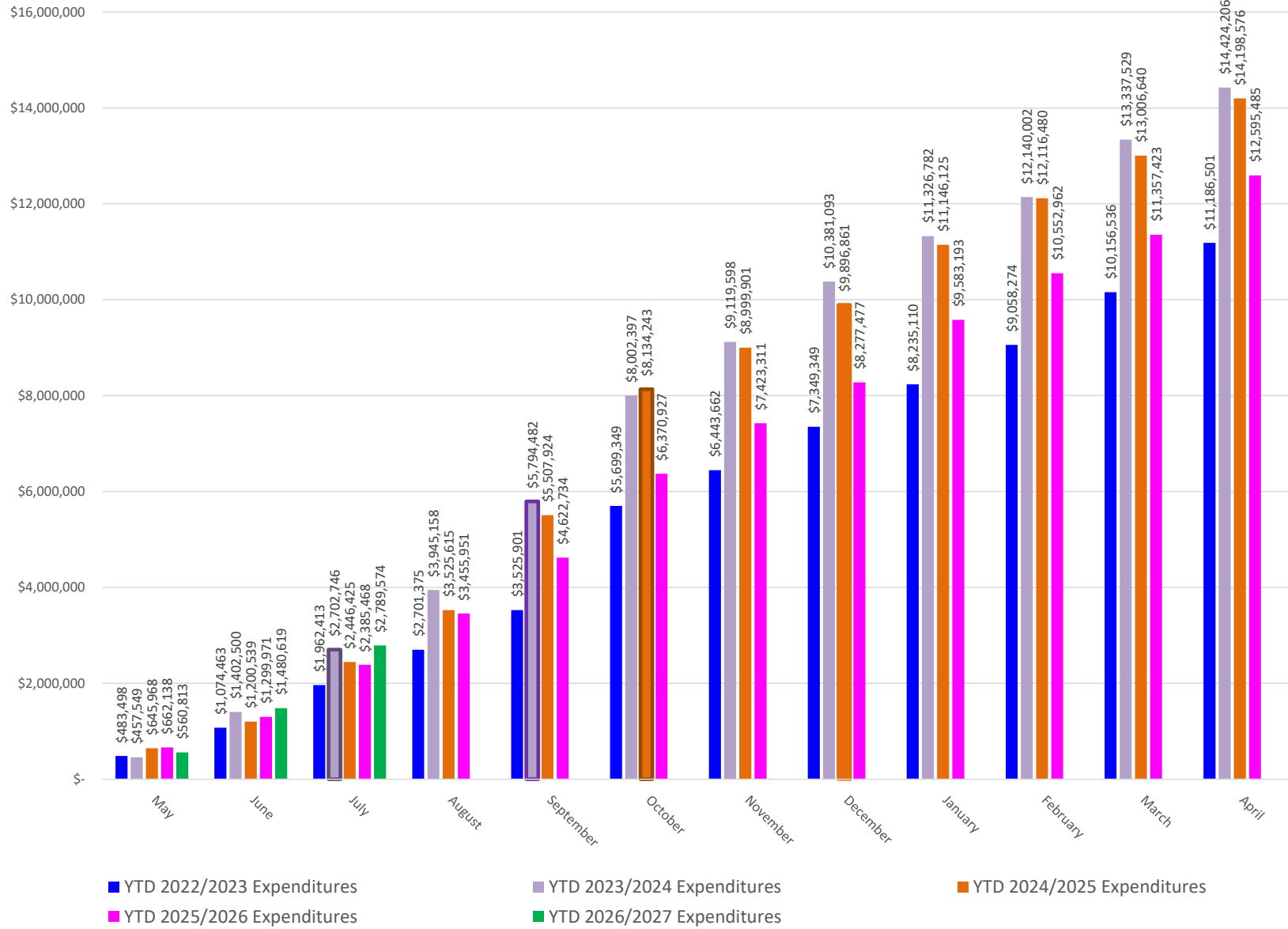
Oak Brook Park District- Consolidated Year-to-Date Revenues (excluding transfers in)



NOTES

2023/2024 The large increase in Y-T-D revenues are being primarily driven by increased programming revenues in our fitness, aquatics, children's, special events departments, as well as in group tennis programming.

Oak Brook Park District- Consolidated Year-to-Date Expenditures/Expenses (excluding transfers out)

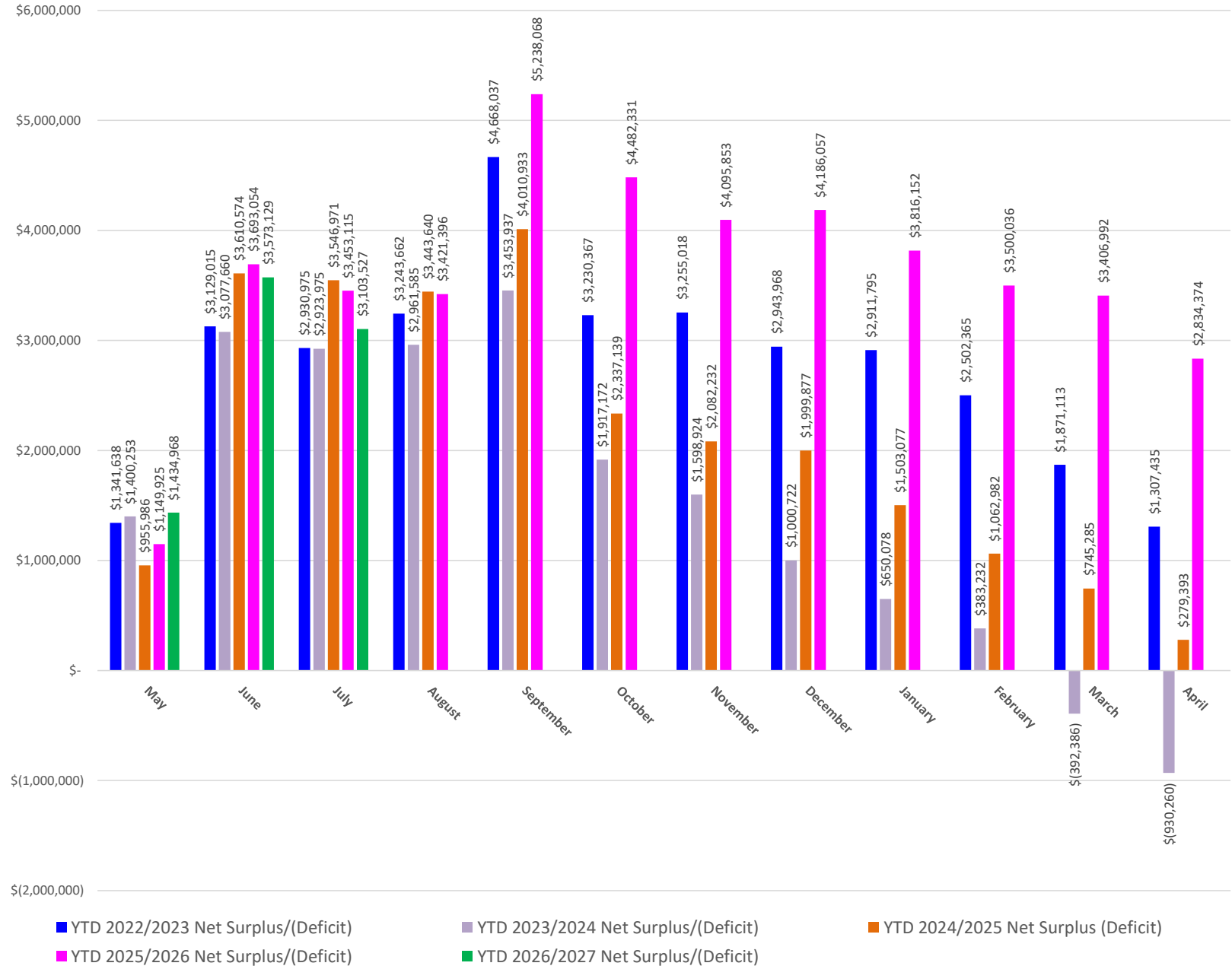


NOTES

2023/2024 The large increase in Y-T-D expenditures are being primarily driven by increased capital improvement costs for our Central Park improvements (e.g. bathrooms, pavilion, synthetic turf field).

2024/2025 The large increase in Y-T-D expenditures are being primarily driven by increased capital improvement costs for our Swim Central facility (e.g. HVAC system, painting, and window coverings) and bathroom and entryway improvements at our Central Park West (CPW) facility.

Oak Brook Park District- Consolidated Year-to-Date Net Surplus/(Deficit)





OAK BROOK PARK DISTRICT
SUMMARIZED REVENUE & EXPENDITURE REPORT
July 2026

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	FY 2026/2027 ANNUAL BUDGET	CURRENT MONTH ACTUAL	Y-T-D ACTUAL (3 months)
GENERAL CORPORATE FUND			
Revenues & transfers in	\$ 4,067,420	\$ 206,234	\$ 1,623,696
Expenditures & transfers out	4,356,782	323,768	818,750
Net surplus/(deficit)	\$ (289,362)	\$ (117,534)	\$ 804,946
RECREATION FUND			
Revenues & transfers in	\$ 5,874,167	\$ 344,363	\$ 2,128,839
Expenditures & transfers out	5,420,954	507,099	1,142,769
Net surplus/(deficit)	\$ 453,212	\$ (162,736)	\$ 986,070
IMRF FUND			
Revenues & transfers in	\$ 196,463	\$ 9,856	\$ 100,232
Expenditures & transfers out	208,235	22,283	54,028
Net surplus/(deficit)	\$ (11,772)	\$ (12,427)	\$ 46,203
LIABILITY INSURANCE FUND			
Revenues & transfers in	\$ 215,427	\$ 4,593	\$ 115,801
Expenditures & transfers out	196,452	4,624	83,425
Net surplus/(deficit)	\$ 18,975	\$ (31)	\$ 32,376
AUDIT FUND			
Revenues & transfers in	\$ 10,683	\$ 155	\$ 6,621
Expenditures & transfers out	14,475	12,375	12,375
Net surplus/(deficit)	\$ (3,792)	\$ (12,220)	\$ (5,754)
DEBT SERVICE FUND			
Revenues & transfers in	\$ 1,671,984	\$ 19,225	\$ 898,336
Expenditures & transfers out	1,644,166	-	65,568
Net surplus/(deficit)	\$ 27,818	\$ 19,225	\$ 832,768
RECREATIONAL FACILITIES FUND (TENNIS CENTER)			
Revenues	\$ 2,909,464	\$ 239,311	\$ 668,470
Expenses	4,416,594	224,437	493,279
Net surplus/(deficit)	\$ (1,507,130)	\$ 14,874	\$ 175,190
SPECIAL RECREATION FUND			
Revenues & transfers in	\$ 342,846	\$ 4,157	\$ 163,888
Expenditures & transfers out	331,831	11,987	21,565
Net surplus/(deficit)	\$ 11,015	\$ (7,829)	\$ 142,323



OAK BROOK PARK DISTRICT
SUMMARIZED REVENUE & EXPENDITURE REPORT
July 2026

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	FY 2026/2027 ANNUAL BUDGET	CURRENT MONTH ACTUAL	Y-T-D ACTUAL (3 months)
CAPITAL PROJECTS FUND			
Revenues & transfers in	\$ 1,495,575	\$ 1,035	\$ 18,866
Expenditures & transfers out	1,471,279	418	418
Net surplus/(deficit)	\$ 24,296	\$ 617	\$ 18,448
SOCIAL SECURITY FUND			
Revenues & transfers in	\$ 315,213	\$ 9,038	\$ 168,354
Expenditures & transfers out	324,622	43,912	97,397
Net surplus/(deficit)	\$ (9,409)	\$ (34,874)	\$ 70,957
CONSOLIDATED SUMMARY			
Revenues & transfers in	\$ 17,099,242	\$ 837,967	\$ 5,893,101
Expenditures/expenses & transfers out	18,385,390	1,150,903	2,789,574
Net surplus/(deficit)	\$ (1,286,148)	\$ (312,936)	\$ 3,103,527

OAK BROOK PARK DISTRICT
CONSOLIDATED REVENUES AND EXPENDITURES REPORT
Month: July 2026

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	CONSOLIDATED TOTALS
REVENUES & TRANSFERS IN	
Property Taxes	\$ 63,714
Personal Property Replacement Taxes	52,314
Interest	45,120
Miscellaneous	17,963
Fitness Center Fees, Memberships, Sponsorships	105,402
Aquatic Center Program Fees, Memberships, Rentals	110,503
Other Recreation Program Fees	295,085
Marketing Service Fees, Sponsorships, Donations	-
FRC Rental/Member Fees	46,886
Field, Pavilion Rentals & Concessions- Central Park North	9,814
Field Rentals- Central Park	18,603
Satellite Parks & DNS	-
Information Technology	0
CPW Building Rentals & Other	5,675
Grant Proceeds	-
Overhead Revenues	66,889
Transfers In	-
TOTAL REVENUES & TRANSFERS IN:	\$ 837,967
EXPENDITURES/EXPENSES & TRANSFERS OUT	
Accounts Payable and Other	\$ 279,885
Payroll and Related Benefits	804,130
Overhead Expenditures	66,889
Transfers Out	-
TOTAL EXPENDITURES/EXPENSES & TRANSFERS OUT:	\$ 1,150,903
NET REVENUES/(EXPENDITURES/EXPENSES)	\$ (312,936)

**Oak Brook Park District
Consolidated Balance Sheet
As of July 31, 2026**

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ASSETS

	Consolidated Totals
Current Assets	
Cash and Investments	\$ 13,770,214
Receivables - Net of Allowances	
Property Taxes	6,042,386
Accounts	882,357
Due from Other Funds	-
Prepays	30
Inventories	23,342
Total Current Assets	<u>\$ 20,718,329</u>
Noncurrent Assets	
Capital Assets	
Non-depreciable	\$ 58,294
Depreciable	5,840,466
Accumulated Depreciation	(4,138,943)
Total Noncurrent Assets (net)	<u>\$ 1,759,817</u>
 Total Assets	 \$ 22,478,146
<u>DEFERRED OUTFLOWS OF RESOURCES</u>	
Deferred Items-IMRF	\$ 148,665
 Total Assets and Deferred Outflows of Resources	 <u>\$ 22,626,811</u>

LIABILITIES

Current Liabilities	
Accounts Payable	\$ 324,974
Accrued Payroll	(216)
Retainage Payable	-
Unearned Revenue	1,119,391
Due To Other Funds	-
Unclaimed Property	88
Total Current Liabilities	<u>\$ 1,444,238</u>
Noncurrent Liabilities	
Compensated Absences Payable	\$ 48,221
Net Pension Liability - IMRF	111,188
Total OPEB Liability - RBP	76,757
Total Noncurrent Liabilities	<u>\$ 236,166</u>
 Total Liabilities	 \$ 1,680,403
<u>DEFERRED INFLOWS OF RESOURCES</u>	
Deferred Items - IMRF	\$ 1,235
Property Taxes	6,042,386
 Total Liabilities and Deferred Inflows of Resources	 <u>\$ 7,724,025</u>

FUND/NET POSITION BALANCES

Non-spendable	\$ 30.00
Restricted	1,513,225
Committed	5,002,458
Assigned	-
Unassigned	3,118,332
 Net Investment in Capital Assets	 2,022,683
Restricted	-
Unrestricted	3,246,059
Total Fund/Net Position Balances	<u>\$ 14,902,787</u>
 Total Liabilities, Deferred Inflows of Resources and Fund/ Net Position Balances	 <u>\$ 22,626,811</u>

OAK BROOK PARK DISTRICT
Treasurer's Report- As of July 31, 2026 and 2025

33

Investment Description	Bank/Institution	Current Year Balance	Current Year Rate/APY/ADY*	Prior Year Rate/APY/ADY*	Note	Current Concentration Percentage
<u>Money Market</u>						
	Old Second National (Evergreen Bank)	\$ 6,020,411.76	4.070%	4.590%	Interest-bearing	44.12%
	Hinsdale Bank	1,853,831.16	3.830%	4.530%	Interest-bearing	13.59%
	Sub-Total:	<u>\$ 7,874,242.92</u>				<u>57.70%</u>
<u>Checking</u>						
	Fifth Third Bank	\$ 263,884.43	0.430%	0.500%	Interest-bearing	1.93%
<u>Investment Pool</u>						
	The Illinois Funds	\$ 5,508,033.53	3.767%*	4.443%*	Illinois Public Treasurers' Investment Pool	40.36%
	Grand Total Investments:	<u>\$ 13,646,160.88</u>				<u>100.00%</u>
<u>Benchmark</u>						
Three-month U.S. Treasury Bill			3.775%	4.340%	Highly liquid short-term security. Payment of principal and interest guaranteed by the full faith and credit of the U.S. government. Rate is as of the day's close on 07/31/2026 and 07/31/2025.	

* Rate represents the average daily yield (ADY) for the applicable month (1 month).

Oak Brook Park District
Schedule of Capital Expenditures/Expenses
As of July 31, 2026

34

FUND & DESCRIPTION		VENDORS	Year-to-Date Expenditures	FY 2026/2027 Budget
<u>Capital Projects Fund</u>				
		Sub-total Balance:	\$ -	\$ -
<u>Recreation Fund</u>				
		Sub-total Balance:	\$ -	\$ -
<u>Tennis Fund</u>				
Central Park outdoor tennis courts project	Upland Design		\$ 13,740.58	1,850,000.00
		Sub-total Balance:	\$ 13,740.58	\$ 1,850,000.00
<u>Special Recreation Fund</u>				
		Sub-total Balance:	\$ -	\$ -
		Grand Total Balance:	\$ 13,740.58	\$ 1,850,000.00

Warrant

Invoice Register Report

WARRANT #711

INVOICE REGISTER REPORT FOR OAK BROOK PARK DISTRICT
 EXP CHECK RUN DATES 08/17/2026 - 08/17/2026
 BOTH JOURNALIZED AND UNJOURNALIZED
 OPEN

Page: 1026
36

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
121503 52938	ACCRUE SOLUTIONS LLC FSA ADMIN FEES AUGUST 2026	08/06/2026	08/17/2026	68.85	68.85	Open	Y 08/06/2026
	01-01-650-000 GROUP MEDICAL & LIFE			8.10			
	01-02-650-000 GROUP MEDICAL & LIFE			12.15			
	01-05-650-000 GROUP MEDICAL & LIFE			8.10			
	01-14-650-000 GROUP MEDICAL & LIFE			4.05			
	01-15-650-000 GROUP MEDICAL & LIFE			8.10			
	02-01-650-000 GROUP MEDICAL & LIFE			4.05			
	02-25-650-000 GROUP MEDICAL & LIFE			4.05			
	02-50-650-000 GROUP MEDICAL & LIFE			4.05			
	07-01-650-000 GROUP MEDICAL & LIFE			16.20			
11159235 52905	ACTIVE NETWORK LLC ADDITIONAL/REPLACEMENT CREDIT CARD	07/31/2026	08/17/2026	484.50	484.50	Open	Y 07/31/2026
	01-14-800-006 COMPUTER REPLACE & REPAIR-RECREATION			484.50			
425140 52832	AIR COMFORT LLC HVAC SENSORS	07/09/2026	08/17/2026	600.00	600.00	Open	Y 07/09/2026
	07-71-750-009 HVAC			600.00			
0158996-IN 52817	AQUA PURE ENTERPRISES, INC. AQUATIC CHEMICAL PRODUCTS	07/10/2026	08/17/2026	96.27	96.27	Open	Y 07/10/2026
	02-25-790-004 AQUATIC CHEMICAL PRODUCTS			96.27			
0159024-IN 52818	AQUA PURE ENTERPRISES, INC. AQUATIC CHEMICAL PRODUCTS	07/13/2026	08/17/2026	203.46	203.46	Open	Y 07/13/2026
	02-25-790-004 AQUATIC CHEMICAL PRODUCTS			203.46			
0159055-IN 52841	AQUA PURE ENTERPRISES, INC. AQUATIC CHEMICAL PRODUCTS	07/13/2026	08/17/2026	1,438.96	1,438.96	Open	Y 07/13/2026
	02-25-790-004 AQUATIC CHEMICAL PRODUCTS			1,438.96			
0159389-IN 52903	AQUA PURE ENTERPRISES, INC. AQUATIC CHEMICAL PRODUCTS	07/31/2026	08/17/2026	2,253.47	2,253.47	Open	Y 07/31/2026
	02-25-790-004 AQUATIC CHEMICAL PRODUCTS			2,253.47			
JULY 2026 52943	BEST OFFICIALS JULY 2026 REFEREE SERVICES- SOFTBALL	08/01/2026	08/17/2026	188.00	188.00	Open	Y 07/31/2026
	02-40-640-175 ADULT SOFTBALL REFEREE SERVICES			188.00			

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JULY-2026							
52944	BEST OFFICIALS JULY 2026 REFEREE SERVICES- 02-40-640-171	08/01/2026	08/17/2026	1,504.00	1,504.00	Open	Y 07/31/2026
	MEN'S BASKETBALL REFEREE SERVICES			1,504.00			
934648747							
52930	BSN SPORTS BSN SPORTS - COED SOFTBALL LEAGUE 02-40-765-175	08/20/2026	08/17/2026	501.75	501.75	Open	Y 08/20/2026
	COED SOFTBALL PROGRAM MATERIALS			501.75			
2051							
52927	BURNHAM SUPPLY LLC LED LIGHTING UPGRADES-CORI'S WAY AND 01-15-800-012	07/24/2026	08/17/2026	1,000.00	1,000.00	Open	Y 07/24/2026
	CORI'S WAY HALLWAY LED UPGRADES			800.00			
	01-15-800-012			200.00			
359597							
52877	BUTTREY RENTAL SERVICE INC. FRC LOCKER ROOM FAN RENTAL 01-15-800-000	07/24/2026	08/17/2026	100.00	100.00	Open	Y 07/24/2026
	BLDG EQUIP / REPAIR & REPLACE			100.00			
JUL26.MNT75							
52909	CARDMEMBER SERVICE MAINT DEPT PCARD JULY 2026 01-15-750-004	07/27/2026	08/17/2026	35.48	35.48	Open	Y 07/27/2026
	AMZN- SHOWER VALVE CARTRIDGES			35.48			
JUL26.FIN08							
52910	CARDMEMBER SERVICE FINANCE DEPT PCARD JULY 2026 01-02-740-050	07/27/2026	08/17/2026	380.00	380.00	Open	Y 07/27/2026
	GFOA BUDGET AWARD APPLICATION FEE			380.00			
JUL26.MNT29							
52911	CARDMEMBER SERVICE MAINT DEPT PCARD JULY 2026 02-25-790-001	07/27/2026	08/17/2026	808.80	808.80	Open	Y 07/27/2026
	GASKET FOR SPA MAIN PUMP (AMAZON) 1			11.93			
	09-01-800-000			315.00			
	ADA DOOR HANDLES FMLY LKR (PARTITIONS) 2						
	09-01-800-000			33.00			
	ADA COAT HOOKS FMLY LKR (PARTIONS) 3						
	09-01-800-000			41.79			
	GRAB BARS GYM BATHROOMS (AMAZON) 4						
	01-15-750-000			104.49			
	FILTERS WATER FTN CORIS GYM (AMAZON) 5						
	02-25-750-065			199.98			
	VACUUM SI AND EXTENSION POLE (AMAZON) 6						
	01-15-750-000			12.59			
	BATTERIES GENERAL MAIN. (AMAZON) 7						
	01-15-750-000			51.09			
	REPLACEMENT BLADE RYOBI (GARDNER INC) 8						
	01-15-750-000			19.94			
	TEMP GUN BUILDING MAIN. (AMAZON) 9						
	01-15-750-000			18.99			
	MULTI PACK ZIP TIES (AMAZON) 10						
JUL26.TEN97							
52912	CARDMEMBER SERVICE TENNIS DEPT PCARD JULY 2026 07-01-730-001	07/27/2026	08/17/2026	33.11	33.11	Open	Y 07/27/2026
	AMAZON OFFICE SUPPLIES			16.12			
	07-01-730-001			16.99			
	AMAZON OFFICE SUPPLIES						

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JUL26.FIN58 52913	CARDMEMBER SERVICE FINANCE DEPT PCARD JULY 2026 01-02-740-050	07/27/2026	08/17/2026	18.69 18.69	18.69	Open	Y 07/27/2026
JUL26.TEN68 52914	CARDMEMBER SERVICE TENNIS DEPT PCARD JULY 2026 07-71-800-000	07/27/2026	08/17/2026	1,895.99 1,895.99	1,895.99	Open	Y 07/27/2026
JUL26.ADM15 52915	CARDMEMBER SERVICE ADMIN DEPT PCARD JULY 2026 01-15-700-002	07/27/2026 ----- NRPA-CPRP ANNUAL RENEWAL	08/17/2026	75.00 75.00	75.00	Open	Y 07/27/2026
JUL26.FIT71 52916	CARDMEMBER SERVICE FITNESS DEPT PCARD JULY 2026 02-21-800-000 02-21-765-000 02-21-760-000 02-21-800-000 02-21-730-001 02-21-765-001 02-60-794-007 02-21-800-000 02-21-800-000 02-21-800-000 02-21-730-001	07/27/2026 AMAZON FITNESS EQUIPMENT ATTACHMENT AMAZON STATIONARY BIKE PEDALS AMAZON BIKE PEDALS AND DUMBBELL RACK AMAZON BIKE PEDALS AND DUMBBELL RACK AMAZON GRIP STRENGTH AND WRENCH AMAZON GRIP STRENGTH AND WRENCH AMAZON TURKEY DRI TRI PRIZES AMAZON RESISTANCE BANDS AMAZON WEIGHTS INDIAN CLUBS AMAZON WEIGHTS INDIAN CLUBS AMAZON STOPWATCHES	08/17/2026	634.84 80.47 52.24 18.99 94.49 13.29 37.99 36.47 46.06 104.95 119.90 29.99	634.84	Open	Y 07/27/2026
JUL26.ADM66 52917	CARDMEMBER SERVICE ADMIN DEPT PCARD JULY 2026 01-01-730-001 01-02-730-001 01-15-730-001 02-01-730-001 02-21-730-001 02-25-730-001 02-80-730-001 01-01-730-001 01-02-730-001 01-15-730-001 02-01-730-001 02-21-730-001 02-25-730-001 02-80-730-001 01-01-690-000 01-01-730-001	07/27/2026 ----- AMAZON - FILE FOLDERS, WHITEOUT AMAZON - FILE FOLDERS, WHITEOUT AMAZON - FILE FOLDERS, WHITEOUT AMAZON - FILE FOLDERS, WHITEOUT AMAZON - FILE FOLDERS, WHITEOUT AMAZON - FILE FOLDERS, WHITEOUT AMAZON - FILE FOLDERS, WHITEOUT AMAZON - PENS AMAZON - PENS AMAZON - PENS AMAZON - PENS AMAZON - PENS AMAZON - PENS AMAZON - PENS IAPD - ELECTION WEBINAR AMAZON - ENVELOPE SEALING SOLUTION	08/17/2026	262.87 6.15 6.15 6.16 6.16 6.16 6.16 6.16 1.48 1.49 1.49 1.49 1.49 1.49 1.49 6.00 4.86	262.87	Open	Y 07/27/2026

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	GL Distribution						
	01-02-730-001	AMAZON - ENVELOPE SEALING SOLUTION		4.85			
	01-15-730-001	AMAZON - ENVELOPE SEALING SOLUTION		4.85			
	02-01-730-001	AMAZON - ENVELOPE SEALING SOLUTION		4.84			
	02-21-730-001	AMAZON - ENVELOPE SEALING SOLUTION		4.85			
	02-25-730-001	AMAZON - ENVELOPE SEALING SOLUTION		4.85			
	02-80-730-001	AMAZON - ENVELOPE SEALING SOLUTION		4.85			
	01-01-730-001	AMAZON - MOUSE		29.87			
	01-14-675-000	WETRANSFER 1 YR SUBSCRIPTION		136.80			
	01-14-675-000	WETRANSFER - FOREIGN TRANSACTION FEE		2.73			
JUL26.PRK00 52918	CARDMEMBER SERVICE PARKS DEPT PCARD JULY 2026	07/27/2026	08/17/2026	172.97	172.97	Open	Y 07/27/2026
	01-05-790-018	AMAZON SPRAYER WAND		22.97			
	01-05-690-000	PDRMA PLAYGROUND MAINTENANCE TRAINING		150.00			
JUL26.FAC35 52919	CARDMEMBER SERVICE FACILITIES DEPT PCARD JULY 2026	07/27/2026	08/17/2026	34.95	34.95	Open	Y 07/27/2026
	01-14-675-001	DYNAMIC MEDIA		34.95			
JUL26.REC02 52920	CARDMEMBER SERVICE RECREATION DEPT PCARD JULY 2026	07/27/2026	08/17/2026	107.12	107.12	Open	Y 07/27/2026
	02-40-765-175	QUICKSCORES		63.00			
	02-50-760-000	OFFICE DEPOT PIONEER POST		29.13			
	02-60-765-026	360TRAINING BASSET CERTIFICATE		14.99			
JUL26.MKT63 52921	CARDMEMBER SERVICE MARKETING DEPT PCARD JULY 2026	07/27/2026	08/17/2026	480.44	480.44	Open	Y 07/27/2026
	01-01-730-001	MAILMETEOR-EMAL DISCRIPTION OF MARKTING		5.99			
	01-01-730-001	MAILMETEOR-FOREIGN TRANACTION FEE		0.11			
	01-01-074-000	COSTOC-FOUNDATION FUNDRAISER		70.93			
	02-60-765-005	TEMU-SUPPLIES FOR HARMONEY IN THE PARK C		12.09			
	02-60-765-005	TEMU-SUPPLIES FOR HARMONEY IN THE PARK C		2.87			
	01-01-074-000	COSTCO-FOUNDATION FUNDRAISER		99.94			
	02-80-941-000	UPRINTING-WLCP MAILER		165.78			
	02-80-941-000	UPRINTING-WLCP MAILER SECOND PAGE ADD ON		62.10			
	01-01-690-000	MANNYS-KWANIS CLUB MEAL		19.00			
	01-01-074-000	QUICKBOOKS-FOUNDATION SOFTWARE		19.50			
	01-01-730-001	AMAZON--SUPPLIES FOR ATHLETE OF THE YEAR		22.13			
JUL26.PRK09 52954	CARDMEMBER SERVICE PARKS DEPT PCARD JULY 2026	07/27/2026	08/17/2026	1,588.53	1,588.53	Open	Y 07/27/2026
	01-05-790-007	AMZN - WASP SPRAY		41.31			
	01-05-740-020	AMZN - PPE SAFETY GLASSES AND GLOVES		89.82			
	01-06-800-006	AMZN - REPLACEMENT BB NETS-SABBLEBROOK		14.85			
	01-07-800-006	AMZN - REPLACEMENT BB NETS-FOREST GLEN		14.85			

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	GL Distribution						
	01-08-800-006	AMZN - REPLACEMENT BB NETS- CHILLEM		14.85			
	01-04-800-006	AMZN - REPLACEMENT BB NETS-CENTRAL PK N.		24.94			
	01-05-790-017	AMZN - REPLACEMENT HEADLIGHT 2010 EXPLOR		96.28			
	01-04-750-000	AMZN - REPLACEMENT WALL LIGHT N. CONC		355.04			
	01-05-790-021	AMZN - BALL PLUGS		17.99			
	01-05-800-006	AMZN - PAINT FOR FIRE HYDRANTS		98.38			
	01-07-800-014	AMZN - INLINE RESIN SPLICE KIT		98.69			
	01-05-740-002	COSTCO- STAFF APPRECIATION		222.44			
	01-05-790-018	AMZN-SPRAY HOSE		37.85			
	01-05-790-005	AMZN-SHOP SUPPLIES		36.90			
	01-05-740-020	AMZN-PPE SAFTEY GLASSES & ARM SLEEVES		69.45			
	01-05-790-018	AMZN- GAS TORCH HANDLE		30.39			
	07-71-750-000	AMZN- STAFF APPRECIATION		137.12			
	01-05-690-000	360 TRAINING- SAFETY TRAINING		13.49			
	01-07-800-014	AMZN- COOLING FAN FOREST GLEN BUBBLERS		124.00			
	01-05-790-005	AMZN- WYPALL WIPES		49.89			
JUL26.REC78 52955	CARDMEMBER SERVICE	07/27/2026	08/17/2026	906.89	906.89	Open	Y 07/27/2026
	REC DEPT PCARD JULY 2026						
	02-32-765-002	NETFLIX - DOLPHIN STATION		19.99			
	02-01-730-001	AMAZON - OFFICE SUPPLIES - MAGNETIC CLIP		14.99			
	01-04-765-040	AMAZON - CONCESSIONS SUPPLIES		140.10			
	01-04-765-040	COSTCO - CONCESSIONS SUPPLIES		7.31			
	02-60-751-005	RECORD A HIT - HARMONY IN THE PARK		724.50			
JUL26.REC44 52956	CARDMEMBER SERVICE	07/27/2026	08/17/2026	16.14	16.14	Open	Y 07/27/2026
	REC DEPT PCARD JULY 2026						
	02-60-765-030	AMAZON - BARKS AND BREW - PEANUT BUTTER		16.14			
JUL26.REC50 52957*	CARDMEMBER SERVICE	07/27/2026	08/17/2026	6,729.41	6,729.41	Open	Y 07/27/2026
	REC DEPT PCARD JULY 2026						
	01-14-720-000	FIRST COMMUNICATIONS-ELEVATOR AND FAX LI		174.67			
	01-14-720-002	FIRST COMMUNICATIONS-ELEVATOR AND FAX LI		116.45			
	01-14-721-000	T-MOBILE - MONTHLY PHONES/TABLETS		498.93			
	01-14-721-001	T-MOBILE - MONTHLY PHONES/TABLETS		272.15			
	01-14-721-002	T-MOBILE - MONTHLY PHONES/TABLETS		136.07			
	01-14-723-002	COMCAST - TENNIS CENTER CABLE TV SERVIC		71.18			
	01-14-720-000	COMCAST - PRI PHONE LINES -ALL BUILDINGS		217.83			
	01-14-720-001	COMCAST - PRI PHONE LINES -ALL BUILDINGS		217.83			
	01-14-720-002	COMCAST - PRI PHONE LINES -ALL BUILDINGS		145.22			
	01-14-722-000	COMCAST - DEAN NATURE INTERNET FOR SECUI		51.13			
	01-14-800-005	AMAZON - CAT6E BULK NETWORK WIRE 1000FT		179.55			
	01-01-740-002	GRILL89 - FT STAFF 5+YEAR LEAVING APPREA		140.80			
	01-14-786-000	ANTAIRA - REPLACEMENT SWITCH FOR PARKING		374.29			
	01-14-786-000	INTELLINET- REPLACEMENT POE EXTENDERS		233.98			
	01-14-675-001	ZOOM ANNUAL LICNESE - STUIDO B		159.90			

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	GL Distribution						
	01-14-675-001	ZOOM ANNUAL LICNESE - STUIDO A		159.90			
	01-14-675-001	ZOOM ANNUAL LICNESE - REMOTE FITNESS CLA		159.90			
	01-14-675-000	BAMBOO HR - MONTHLY SOFTWARE INVOICE		312.24			
	01-14-675-001	BAMBOO HR - MONTHLY SOFTWARE INVOICE		1,092.83			
	01-14-675-002	BAMBOO HR - MONTHLY SOFTWARE INVOICE		156.12			
	02-80-710-002	USPS - WINTER LIGHTS SPONSORSHIP MAILER		137.54			
	02-80-710-002	USPS - WINTER LIGHTS SPONSORSHIP MAILER		334.88			
	01-14-675-001	ACTIVENET CREDIT CARD TEST		2.15			
	02-32-754-004	WOODRIDGE PARK DISTRICT- CAMP TRIP 59KID		796.50			
	02-60-765-031	WIRED WATTS - WINTER LIGHTS CORD BOXES		520.90			
	01-14-675-001	NORTON - LAPTOP ANTI VIRUS		159.36			
	01-14-675-001	ACTIVENET CREDIT CARD TEST -REFUND		(2.15)			
	01-14-800-006	COSTCO - SALES TAX REFUND		(90.74)			

JUL26.FAC34

52958	CARDMEMBER SERVICE	07/27/2026	08/17/2026	1,450.50	1,450.50	Open	Y
	FACILITITES DEPT PCARD JULY 2026						07/27/2026
	01-15-690-003	HSI INSTRUCTOR REAUTHORIZATION		15.00			
	01-15-690-003	HSI ALL AGES CPR/AED COURSE		22.78			
	02-25-705-001	WALMART AQUATIC PARTY SUPPLIES		56.54			
	01-15-790-007	AMAZON LOCKER COAT HANGERS		69.95			
	01-20-750-000	AMAZON FURNITURE WOOD MARKERS		8.99			
	02-21-700-000	HSI ALL AGES CPR/AED COURSE		11.39			
	02-25-705-001	WALMART AQUATIC PARTY SUPPLIES		35.92			
	01-15-690-003	360 TRAINING FOOD SAFETY MANAGER COURSE		121.00			
	01-15-690-003	HSI ALL AGES CPR/AED COURSE		11.39			
	01-02-740-020	HSI ALL AGES CPR/AED COURSE		40.00			
	01-02-740-020	HSI 2025 PROGRAM PACKAGE		223.53			
	01-15-690-003	360 TRAINING FOOD HANDLER COURSE		9.99			
	01-15-690-003	360 TRAINING FOOD HANDLER COURSE		9.99			
	07-01-740-020	HSI ALL AGES CPR/AED COURSE		22.78			
	02-21-700-000	HSI BASIC FIRST AID COURSE		24.95			
	01-15-800-000	AMAZON FOLDING TABLES		724.95			
	01-15-690-003	HSI ALL AGES CPR/AED COURSE		11.39			
	01-02-740-020	360 TRAINING FOOD HANDLER COURSE		9.99			
	02-25-704-000	AMAZON AQUATIC LIFEJACKET HANGERS		19.97			

JUL26.IT34

52959*	CARDMEMBER SERVICE	07/27/2026	08/17/2026	1,781.37	1,781.37	Open	Y
	I.T, DEPT PCARD JULY 2026						07/27/2026
	01-14-675-001	PASSKIT- DIGITAL MEMBERSHIP CARD		208.10			
	01-14-722-000	COMCAST -MAIN INETHERNET ALL BUILDINGS		90.00			
	01-14-722-001	COMCAST -MAIN INETHERNET ALL BUILDINGS		90.00			
	01-14-722-002	COMCAST -MAIN INETHERNET ALL BUILDINGS		60.00			
	01-14-800-006	AMAZON - CPW WIRELESS MOUSE AND KEYBOARD		33.99			
	01-14-800-006	AMAZON - ETHERNET CAT6 INSERT WALL PLATE		22.26			
	01-14-800-006	AMAZON - CPW DOCKING STATION		114.99			
	01-14-800-005	USPS - RETURN FRC PARKING CAMERA SWITCH		16.45			
	01-14-800-006	AMAZON - XPW MOUNTING BRACKET 2 GANG		6.64			

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	GL Distribution						
	01-14-800-007	AMAZON - TENNIS SUPERINTENDENT WEBCAM		69.99			
	01-14-800-005	AMAZON - IT GAOBIGE NETWORK TOOL KIT		81.68			
	01-14-722-000	COMCAST - TV CABLE		306.82			
	01-14-722-001	COMCAST - TV CABLE		306.82			
	01-14-722-002	COMCAST - TV CABLE		204.55			
	01-14-722-000	COMCAST- WIFI SERVICE ALL BUILDING		90.00			
	01-14-722-001	COMCAST- WIFI SERVICE ALL BUILDING		90.00			
	01-14-722-002	COMCAST- WIFI SERVICE ALL BUILDING		60.00			
	01-14-722-000	APPLE BUSINESS - APPLE DEVICE MANAGEMENT		14.85			
	01-14-722-001	APPLE BUSINESS - APPLE DEVICE MANAGEMENT		14.85			
	01-14-722-002	APPLE BUSINESS - APPLE DEVICE MANAGEMENT		9.90			
	01-14-800-005	AMAZON - LAPTOP CHARGER REPLACEMENT		23.94			
	01-14-800-005	AMAZON - ANTI-THEFT IPAD KIOSK WALL MOUN		(54.14)			
	01-14-800-005	AMAZON - ANTI-THEFT IPAD KIOSK WALL MOUN		(54.14)			
	01-14-800-006	APPLE - POS IPAD TAX REFUND		(26.18)			
JUL26.REC92 52960	CARDMEMBER SERVICE REC DEPT PCARD JULY 2026	07/27/2026	08/17/2026	1,100.29	1,100.29	Open	Y 07/27/2026
	02-50-760-000	AMAZON HOLIDAY EX, PIONEERS, SANTA STOCK		44.11			
	02-60-765-008	AMAZON HOLIDAY EX, PIONEERS, SANTA STOCK		11.39			
	02-60-765-014	AMAZON HOLIDAY EX, PIONEERS, SANTA STOCK		61.34			
	02-60-765-036	AMAZON HOLIDAY EX, PIONEERS, SANTA STOCK		476.80			
	02-50-400-000	MAIL PMT SWITZERLAND TRIP		35.90			
	02-50-756-230	DOWN PMT FOR HOLIDAY LUNCH PIONEERS		250.00			
	02-60-765-026	SUPPLIES WALK IN THE PARK WINE TOUR		120.26			
	02-60-765-026	SUPPLIES WALK IN THE PARK WINE TOUR		100.49			
JUL26.MKT95 52961*	CARDMEMBER SERVICE MARKETING DEPT PCARD JULY 2026	07/27/2026	08/17/2026	1,634.85	1,634.85	Open	Y 07/27/2026
	02-80-960-000	BUSINESS CARDS		195.97			
	02-80-930-000	META AD - PRESCHOOL		23.95			
	02-60-765-026	4ALLPROMOS WALK IN THE PARK GIVEAWAY		805.33			
	02-01-700-000	IPRA JOB LISTING - RECREATION SUPERVISOR		165.00			
	02-60-751-005	FOAM PARTY DEPOSIT - HARMONY IN THE PARK		100.00			
	02-80-730-001	11X17 COPY PAPER		72.29			
	02-80-930-000	META AD - MID SUMMER POOL PASS SALE		32.00			
	02-80-930-000	META AD - MID SUMMER POOL PASS SALE		22.00			
	02-80-800-000	LAVALIER LAPEL MICROPHONE		18.04			
	02-80-930-000	META AD - MID SUMMER POOL PASS SALE		20.00			
	02-80-800-000	SIDEWALK A-FRAME		208.98			
	02-80-930-000	META AD - MID SUMMER POOL PASS SALE		20.00			
	02-80-800-000	11X17 POSTER SIGN HOLDER		56.99			
	02-60-765-026	REFUND WALK IN THE PARK GIVEAWAY		(105.70)			
JUL26.REC04 52962	CARDMEMBER SERVICE REC DEPT PCARD JULY 2026	07/27/2026	08/17/2026	2,377.17	2,377.17	Open	Y 07/27/2026

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	GL Distribution						
	02-32-765-004	AMAZON - PLAYGROUND CAMP SUPPLIES		4.53			
	02-32-765-004	AMAZON - PLAYGROUND CAMP SUPPLIES		43.76			
	02-32-754-004	SUBURBANITE BOWL - CAMP ADMISSION		174.80			
	02-32-754-005	SUBURBANITE BOWL - CAMP ADMISSION		608.00			
	02-32-765-004	AMAZON - PLAYROUND CAMP SUPPLIES		23.48			
	02-60-751-005	PHOTOBOOTH SERVICES - AUTUMNFEST		102.30			
	02-32-765-004	AMAZON - PLAYGROUND SUPPLIES		11.64			
	02-32-765-004	AMAZON - PLAYGROUND SUPPLIES		73.93			
	02-32-765-005	AMAZON - TEEN CAMP SUPPLIES		73.94			
	02-32-754-004	WESTMONT PARK DISTRICT - PLAYGROUND TRIP		306.25			
	02-32-765-004	TARGET - CAMP SUPPLIES		61.44			
	02-32-792-005	TARGET - CAMP SUPPLIES		78.51			
	02-32-792-003	COSTCO - PEE WEE CAMP FOOD/EVENTS		59.70			
	02-32-765-004	AMAZON - PLAYGROUND CAMP SUPPLIES		41.88			
	02-32-765-004	AMAZON - PLAYGROUND CAMP SUPPLIES		63.01			
	02-32-765-004	AMAZON - PLAYGROUND CAMP SUPPLIES		18.92			
	02-32-754-004	MAD SCIENCE - PLAYGROUND ADMISSIONS		459.00			
	02-32-765-004	AMAZON - PLAYGROUND CAMP SUPPLIES		63.90			
	02-32-765-004	AMAZON - PLAYGROUND CAMP SUPPLIES		14.41			
	02-32-765-004	AMAZON - PLAYGROUND CAMP SUPPLIES		9.99			
	02-32-765-004	AMAZON - PLAYGROUND CAMP SUPPLIES		48.83			
	02-60-765-026	360 TRAINING - PROGRAM MATERIALS WIP		14.99			
	02-32-765-005	AMAZON - TEEN CAMP SUPPLIES		19.96			
JUL26.REC39 52963	CARDMEMBER SERVICE REC DEPT PCARD JULY 2026	07/27/2026	08/17/2026	1,542.27	1,542.27	Open	Y 07/27/2026
	02-26-765-001	AMAZON RESISTANCE BANDS		227.50			
	02-25-690-000	WILS NETWORKING EVENT		25.00			
	02-25-840-005	SWIMOUTLET UNIFORMS GROUP SWIM		585.00			
	02-25-705-001	AMAZON PAPER PLATES POOL PARTY		22.38			
	02-26-702-000	COSTCO DIVISIONAL SWIM MEET HOSPITALITY		89.13			
	02-25-690-010	OUTPOST FOOD FOR INSERVICE		568.27			
	02-26-702-000	AMAZON STOPWATCHES SWIM TEAM		24.99			
JUL26.REC83 52964	CARDMEMBER SERVICE REC DEPT PCARD JULY 2026	07/27/2026	08/17/2026	1,426.13	1,426.13	Open	Y 07/27/2026
	02-25-704-000	AMAZON- FACILITY LIFEJACKETS		401.87			
	02-25-690-005	BUFFALO WILD WINGS- STAFF TRAINING MEAL		72.57			
	02-25-790-001	AMAZON- POOL THERMOMETER		32.58			
	02-25-730-001	AMAZON- FANS FOR GUARD STANDS		63.21			
	02-25-840-005	TS N TAPS SMILEY DYES- LIFEGUARD GAMES		185.65			
	02-25-705-001	AMAZON- PARTY TABLE CLOTHS		79.96			
	02-25-705-001	AMAZON- PARTY SUPPLIES- FORKS		48.48			
	02-25-690-005	PANERA BREAD- GUARD GAMES MEAL		38.64			
	02-25-704-000	ACCIDENTAL PERSONAL PURCHASE- REIMBURSED		23.96			
	01-14-675-001	WEHN TO WORK CLOVER- SCHEDULING APP		259.00			
	02-25-704-000	ACCIDENTAL PERSONAL PURCHASE- REIMBURSED		5.37			

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	GL Distribution						
	02-25-704-000	ACCIDENTAL PURCHASE- REFUNDED \$27.50		0.00			
	02-25-704-000	ACCIDENTAL PERSONAL PURCHASE- REIMBURSED		30.86			
	02-25-704-000	ACCIDENTAL PERSONAL PURCHASE- REIMBURSED		26.45			
	02-25-730-001	AMAZON- PRINTING LABELS		25.09			
	02-25-704-000	ACCIDENTALPURCHASE- REFUNDED \$24.93		2.45			
	02-25-800-010	AMAZON- LIFEGUARD OFFICE TABLE		129.99			
JUL26.TEN70 52966	CARDMEMBER SERVICE TENNIS DEPT PCARD JULY 2026	07/27/2026	08/17/2026	17.06	17.06	Open	Y 07/27/2026
	07-01-740-020	AMAZON - SAFETY BAND AIDS		17.06			
JUL26.TEN69 52967	CARDMEMBER SERVICE TENNIS DEPT PCARD JULY 2026	07/27/2026	08/17/2026	6,864.46	6,864.46	Open	Y 07/27/2026
	07-75-870-000	HEAD RACQUET		98.24			
	07-71-790-003	10-S TENNIS COURTS SUPPLIES		663.28			
	07-75-790-008	USTA JR TEAM TENNIS PLAYER FEES		1,976.52			
	07-01-740-000	BOTTLENECK STAFF RECOGNITION LUNCH		53.53			
	07-75-790-003	GAMMA TEACHING EQUIPMENT		895.93			
	07-75-870-001	HEAD TENIS BALLS		946.66			
	01-14-675-002	TENNISSOURCE SOFTWARE FEE		1,146.64			
	07-75-790-003	10-S TEACHING SUPPLIES		298.25			
	07-01-740-000	WILDBERRY STAFF RECOGNITION LUNCH		65.14			
	07-75-870-007	BABOLAT GROMMETS		112.94			
	07-75-790-008	JR TEAM TENNIS TRAVEL MEALS		18.92			
	07-75-790-008	JR TEAM TENNIS TRAVEL MEALS		27.91			
	07-75-790-008	JR TEAM TENNIS TRAVEL MEALS		106.70			
	07-75-790-008	JR TEAM TENNIS TRAVEL MEALS		91.53			
	07-75-790-008	JR TEAM TENNIS TRAVEL MEALS		41.00			
	07-71-790-004	AMAZON LIGHT FIXTURES		107.97			
	07-75-790-008	JR TEAM TENNIS TRAVEL MEALS		200.00			
	07-75-790-008	JR TEAM TENNIS TRAVEL MEALS		13.30			
20265065 52846	CARRICO AQUATIC RESOURCES INC AQUATIC CHEM TESTS	07/10/2026	08/17/2026	185.99	185.99	Open	Y 07/10/2026
	02-25-790-004	CHEMICALS		185.99			
20265525 52875	CARRICO AQUATIC RESOURCES INC PALINTEST TABLETS	07/24/2026	08/17/2026	74.03	74.03	Open	Y 07/24/2026
	02-25-790-004	CHEMICALS		74.03			
32194 52850	CASE LOTS INC. GYM WIPES	07/17/2026	08/17/2026	375.20	375.20	Open	Y 07/17/2026
	01-15-790-001	GYM WIPE SUPPLIES		375.20			

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32335 52881	CASE LOTS INC. GYM WIPE SUPPLIES 01-15-790-001	07/23/2026	08/17/2026	57.80 57.80	57.80	Open	Y 07/23/2026
11-1-26888 52936	CENTRAL SOD FARMS INC. SOD FOR TURF RESTORATION ON ATHLETIC 01-05-790-022	07/30/2026	08/17/2026	219.00 219.00	219.00	Open	Y 07/30/2026
9000293823 52822	DAVEY RESOURCE GROUP INC DEAN NATURE SANCTUARY STEWARDSHIP 01-09-750-001	06/30/2026	08/17/2026	2,647.50 2,647.50	2,647.50	Open	Y 07/20/2026
9000293824 52823	DAVEY RESOURCE GROUP INC GINGER CREEK STEWARDSHIP 01-05-750-006	07/13/2026	08/17/2026	2,520.00 2,520.00	2,520.00	Open	Y 07/13/2026
117940972 52821	DEERE & COMPANY 2026 JOHN DEERE GATOR XUV845 HVAC 01-81-805-000	06/30/2026	08/17/2026	28,868.08 28,868.08	28,868.08	Open	Y 06/30/2026
0208053-IN 52833	DIRECT FITNESS SOLUTIONS, INC. NUSTEP T6MAX 02-21-765-000	05/04/2026	08/17/2026	6,395.00 6,395.00	6,395.00	Open	Y 05/04/2026
448444/4 52874	EBEL'S ACE HARDWARE #8313 SHOWER HEAD REPLACEMENT WAND AND 01-15-750-004 02-25-790-001	07/24/2026	08/17/2026	57.19 37.61 19.58	57.19	Open	Y 07/24/2026
31154689 52845	EWING IRRIGATION PRODUCTS INC REPLACEMENT SPRINKLER HEADS 01-04-750-014 01-05-750-014	07/16/2026	08/17/2026	717.13 358.06 359.07	717.13	Open	Y 07/16/2026
2058658 52839	FERGUSON FACILITIES #3400 FACILITY CLEANING AND PAPER SUPPLIES 01-15-790-000	07/08/2026	08/17/2026	618.34 618.34	618.34	Open	Y 07/08/2026
2058674 52840	FERGUSON FACILITIES #3400 FACILITY CLEANING AND PAPER SUPPLIES	07/08/2026	08/17/2026	77.29	77.29	Open	Y 07/08/2026

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	01-20-790-000 CPW PAPER PRODUCTS			77.29			
2063983 52900	FERGUSON FACILITIES #3400 FACILITY CLEANING AND PAPER SUPPLIES 01-04-790-000 NORTH FIELDS PAPER PRODUCTS 01-04-790-002 NORTH FIELDS CLEANING PRODUCTS 01-15-790-007 FRC LOCKER ROOM SUPPLIES	07/08/2026	08/17/2026	350.71 77.29 112.17 161.25	350.71	Open	Y 07/08/2026
2194367 52935	FERGUSON FACILITIES #3400 FACILITY CLEANING AND PAPER SUPPLIES 01-15-790-000 FRC PAPER PRODUCTS	08/04/2026	08/17/2026	231.88 231.88	231.88	Open	Y 08/04/2026
SF-616225 52851	FIRST STUDENT PLAYGROUND CAMP FIELD TRIP - TY 02-32-755-004 YOUTH PLAYGRND CAMP TRANSPORT	07/15/2026	08/17/2026	770.00 770.00	770.00	Open	Y 07/15/2026
SF-594016 52855	FIRST STUDENT PLAYGROUND CAMP TRIP - HAUNTED 02-32-755-004 YOUTH PLAYGRND CAMP TRANSPORT	06/24/2026	08/17/2026	860.00 860.00	860.00	Open	Y 06/24/2026
SF-631220 52899	FIRST STUDENT PLAYGROUND CAMP TRIP TRANSPORTATION 02-32-755-004 YOUTH PLAYGRND CAMP TRANSPORT	07/29/2026	08/17/2026	680.00 680.00	680.00	Open	Y 07/29/2026
6656 52824	FITNESS EQUIPMENT SERVICES CARDIO EQUIPMENT REPAIR 02-21-760-000 EXERCISE EQUIPMENT MAINTENANCE	07/07/2026	08/17/2026	908.00 908.00	908.00	Open	Y 07/07/2026
26159 52825	FITNESS EQUIPMENT SERVICES EQUIPMENT SERVICE CONTRACT 07-71-750-013 EXERCIZE ROOM	07/08/2026	08/17/2026	840.00 840.00	840.00	Open	Y 07/08/2026
019013-000CPW 52888	JUL26 FLAGG CREEK WATER RECLAMATION SEWER AT CENTRAL PARK WEST JULY 01-20-770-002 SEWER	07/28/2026	08/17/2026	46.57 46.57	46.57	Open	Y 07/28/2026
019014-000 TC 52889	JUL26 FLAGG CREEK WATER RECLAMATION SEWER AT TENNIS CENTER JULY 07-71-770-003 SEWER	07/28/2026	08/17/2026	83.23 83.23	83.23	Open	Y 07/28/2026

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019016-000 FRC JUL26							
52890	FLAGG CREEK WATER RECLAMATION FRC SEWER EXPENSE JULY	07/28/2026	08/17/2026	3,387.08	3,387.08	Open	Y 07/28/2026
	01-15-770-003 FRC SEWER EXPENSE FY26-27			846.77			
	02-01-770-003 FRC SEWER EXPENSE FY26-27			677.42			
	02-21-770-015 FRC SEWER EXPENSE FY26-27			677.42			
	02-25-770-015 FRC SEWER EXPENSE FY26-27			1,185.47			
116742-000							
52891	FLAGG CREEK WATER RECLAMATION SEWER AT MAINT GARAGE JULY	07/28/2026	08/17/2026	32.65	32.65	Open	Y 07/28/2026
	01-05-770-008 SEWER MAINTENANCE GARAGE			32.65			
131766-001 CPNJ UL26							
52892	FLAGG CREEK WATER RECLAMATION SEWER AT CONCESSION/RESTROOM JULY	07/28/2026	08/17/2026	46.57	46.57	Open	Y 07/28/2026
	01-04-770-003 SEWER- CPN			46.57			
I595393							
52906	GFC LEASING MONTHLY COPIER LEASE M238697	07/31/2026	08/17/2026	439.35	439.35	Open	Y 07/31/2026
	01-14-678-000 FY26/27COPIER LEASE			153.77			
	01-14-678-001 FY26/27COPIER LEASE			241.64			
	01-14-678-002 FY26/27COPIER LEASE			43.94			
30-440553							
52897	GOLD MEDAL PRODUCTS GOLD MEDAL - CONCESSION SUPPLIES	07/29/2026	08/17/2026	99.40	99.40	Open	Y 07/29/2026
	01-04-765-040 GOLD MEDAL - CONCESSION SUPPLIES			99.40			
IN15697803							
52844	GORDON FLESCH COMPANY MONHTLY COPIER CHARGES	07/30/2026	08/17/2026	648.80	648.80	Open	Y 07/30/2026
	01-14-678-000 LEASES-CORPORATE			227.08			
	01-14-678-001 LEASES-RECREATION			356.84			
	01-14-678-002 LEASES-TENNIS			64.88			
126852							
52820	HAGG PRESS TENNIS AWARD BANNER	08/10/2026	08/17/2026	166.00	166.00	Open	Y 08/10/2026
	02-80-960-000 PRINTED MATERIALS			166.00			
126996							
52893	HAGG PRESS SPONSOR BANNER - CASTLE AUTO	07/31/2026	08/17/2026	170.00	170.00	Open	Y 07/31/2026
	02-80-960-000 PRINTED MATERIALS			170.00			
00649323							
52928	HALOGEN SUPPLY COMPANY, INC. POOL CLEANER	07/28/2026	08/17/2026	4,399.00	4,399.00	Open	Y 07/28/2026

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	02-25-750-030	WAVE 100 POOL VACUUM		4,399.00			
1204702 52867	HOME DEPOT CREDIT SERVICES BAGGED MULCH MEMORIAL TREE 01-04-790-010	07/24/2026	08/17/2026	3.94	3.94	Open	Y 07/24/2026
	LANDSCAPE SUPPLIES			3.94			
1612106 52868	HOME DEPOT CREDIT SERVICES CPW DOOR KICK STOPS 01-20-750-000	07/14/2026	08/17/2026	31.87	31.87	Open	Y 07/14/2026
	GENERAL MAINTENANCE			31.87			
3521115 52869	HOME DEPOT CREDIT SERVICES ELECTRICAL BUTT SPLICE SUPPLIES 01-05-750-020	07/22/2026	08/17/2026	21.13	21.13	Open	Y 07/22/2026
	ELECTRICAL SERVICES			21.13			
4013017 52870	HOME DEPOT CREDIT SERVICES SPRAY PAINT FOR FIRE HYDRATES AND 01-05-800-006	07/21/2026	08/17/2026	81.72	81.72	Open	Y 07/21/2026
	PARK EQUIP / REPLACE & REPAIR			81.72			
5012885 52871	HOME DEPOT CREDIT SERVICES PROPANE TANK EXCHANGE, CAULK, AND 01-05-790-005	07/20/2026	08/17/2026	218.72	218.72	Open	Y 07/20/2026
	MAINTENANCE GARAGE SUPPLIES			203.82			
	09-01-800-000	NON-CAPITAL/SMALL EQUIPMENT		14.90			
5012892 52872	HOME DEPOT CREDIT SERVICES PROPANE TANK EXCHANGE AND SELF 01-05-790-005	07/20/2026	08/17/2026	119.73	119.73	Open	Y 07/20/2026
	MAINTENANCE GARAGE SUPPLIES			65.82			
	09-01-800-000	NON-CAPITAL/SMALL EQUIPMENT		53.91			
5161999 52873	HOME DEPOT CREDIT SERVICES REFUND- PROPANE TANK 01-05-790-005	07/20/2026	08/17/2026	(203.82)	(203.82)	Open	Y 07/20/2026
	MAINTENANCE GARAGE SUPPLIES			(203.82)			
20260601115 52854	ILLINOIS STATE POLICE JUNE BACKGROUND CHECKS 02-01-840-002	06/30/2026	08/17/2026	80.00	80.00	Open	Y 06/30/2026
	CRIMINAL BACKGROUND CHECKS			80.00			
G129000009835 52856	ILLINOIS TOLLWAY IPASS TOLLS 01-01-660-002	07/06/2026	08/17/2026	8.85	8.85	Open	Y 07/06/2026
	MILEAGE REIMBURSEMENT			8.85			

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2552 52831	INNOVUS ENTERPRISES INC GEESE DETERRENT SERVICES ON CENTRAL 01-04-750-010 01-05-750-010	07/07/2026	08/17/2026	900.00 450.00 450.00	900.00	Open	Y 07/07/2026
2561 52937	INNOVUS ENTERPRISES INC GEESE DETERRENT SERVICES ON CENTRAL 01-04-750-010 01-05-750-010	07/31/2026	08/17/2026	900.00 450.00 450.00	900.00	Open	Y 07/31/2026
120942 52926	LAUTERBACH & AMEN LLP AUDIT SERVICES FOR FISCAL YEAR 05-92-926-000 07-01-820-000	07/24/2026	08/17/2026	16,500.00 12,375.00 4,125.00	16,500.00	Open	Y 07/24/2026
JULY 2026 52933	LENNO LASN RACQUET STRINGING JULY 2026 07-75-870-007	07/31/2026	08/17/2026	735.00 735.00	735.00	Open	Y 07/31/2026
3-2026 52942	LPG MUSIC INC. SUMMER 2026 - MUSIC TOGETHER 02-31-640-050	07/19/2026	08/17/2026	1,984.50 1,984.50	1,984.50	Open	Y 07/19/2026
10020 52922	MAHJONG MISCHIEF, LLC MAH JONGG INSTRUCTOR PAYMENT 02-50-760-000	07/19/2026	08/17/2026	1,000.00 1,000.00	1,000.00	Open	Y 07/19/2026
13836 52880	MEDIA NUT SERVERAL MINOR WEBSITE UPDATES 01-14-823-010	07/26/2026	08/17/2026	255.00 255.00	255.00	Open	Y 07/26/2026
JULY 2026 52879	MEG ELIZABETH OLANDER MEG OLANDER JULY 2027 INVOICE 02-21-640-002	07/30/2026	08/17/2026	284.72 284.72	284.72	Open	Y 07/30/2026
77847 52819	MENARDS SHOP SUPPLIES, PAINTING SUPPLIES, 01-05-790-018 01-05-800-006 01-05-790-005	07/09/2026	08/17/2026	413.05 100.00 113.05 200.00	413.05	Open	Y 07/09/2026

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9864239 52826	NEUCO INC LEISURE POOL HEATER INTEGRATED 02-25-750-021	07/08/2026	08/17/2026	778.25 778.25	778.25	Open	Y 07/08/2026
9864241 52827	NEUCO INC LEISURE POOL HEATER ENERGYRITE 02-25-750-021	07/08/2026	08/17/2026	346.45 346.45	346.45	Open	Y 07/08/2026
9871906 52828	NEUCO INC RETURN-LEISURE POOL HEATER 02-25-750-021	07/10/2026	08/17/2026	(778.25) (778.25)	(778.25)	Open	Y 07/10/2026
9907197 52876	NEUCO INC SWIM CENTRAL COOLING FANS FOR ALL 02-25-750-021	07/24/2026	08/17/2026	255.48 255.48	255.48	Open	Y 07/24/2026
9859512 52934	NEUCO INC AC UNITS PARTS 07-71-750-009	07/07/2026	08/17/2026	1,348.34 1,348.34	1,348.34	Open	Y 07/07/2026
TC JUN-26 52859	NICOR GAS JUNE 2026 GAS DELIVERY CHARGES 07-71-770-000	07/01/2026	08/17/2026	276.18 276.18	276.18	Open	Y 07/01/2026
FRC JUN-26 52860	NICOR GAS FRC GAS DELIVERY CHARGES JUNE 2026 01-05-770-006 01-15-770-000 02-01-770-000 02-21-770-005 02-25-770-005	07/01/2026	08/17/2026	653.51 32.68 156.84 124.17 124.17 215.65	653.51	Open	Y 07/01/2026
HS65523566 52861	NRG BUSINESS MARKETING LLC JUNE 2026 GAS FRC 01-05-770-006 01-15-770-000 02-01-770-000 02-21-770-005 02-25-770-005	07/08/2026	08/17/2026	1,215.67 60.78 291.76 230.98 230.98 401.17	1,215.67	Open	Y 07/08/2026

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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
HS65523565 52862	NRG BUSINESS MARKETING LLC JUNE 2026 GAS AT TENNIS CENTER 07-71-770-000	07/08/2026	08/17/2026	40.81	40.81	Open	Y 07/08/2026
	26/27 GAS COMMODITY CHARGES TC			40.81			
48358 52894	OAK BROOK MECHANICAL SERVICES INC TENNIS CENTER HVAC REPAIRS 07-71-750-009	07/28/2026	08/17/2026	772.00	772.00	Open	Y 07/28/2026
	HVAC			772.00			
483559 52895	OAK BROOK MECHANICAL SERVICES INC HVAC REPAIRS AT TENNIS CENTER 07-71-750-009	07/28/2026	08/17/2026	386.00	386.00	Open	Y 07/28/2026
	HVAC			386.00			
4357-126388 52847	O'REILLY AUTO PARTS ENGINE OIL AND WD40 01-05-790-017	07/13/2026	08/17/2026	50.94	50.94	Open	Y 07/13/2026
	EQUIPMENT SERVICE			40.95			
	01-05-790-005			9.99			
FH26097 52965	P.D.R.M.A. ANNUAL LIABILITY INSURANCE PREMIUM- 04-90-920-000	06/30/2026	08/17/2026	97,564.74	97,564.74	Open	Y 06/30/2026
	ANNUAL PREMIUM- 75%			73,173.56			
	07-71-780-000			24,391.18			
384691 52830	PADDOCK PUBLICATIONS, INC. BID NOTICE - ASPHALT MAINTENANCE 2 01-01-680-001	07/12/2026	08/17/2026	154.10	154.10	Open	Y 07/12/2026
	NOTICES & ORDINANCES			154.10			
385221 52848	PADDOCK PUBLICATIONS, INC. LEGAL NOTICE - TENNIS COURT AND 07-01-680-002	07/20/2026	08/17/2026	158.70	158.70	Open	Y 07/20/2026
	NOTICES/HELP WANTED			100.00			
	01-01-680-001			58.70			
386686 52908	PADDOCK PUBLICATIONS, INC. BID NOTICE - ASPHALT MAINTENANCE 1 01-01-680-001	08/03/2026	08/17/2026	154.10	154.10	Open	Y 08/03/2026
	NOTICES & ORDINANCES			154.10			
4112 52896	PFEIFFER'S PEST CONTROL PEST CONTROL AT TENNIS CENTER JULY 07-71-750-003	07/28/2026	08/17/2026	200.00	200.00	Open	Y 07/28/2026
	PEST CONTROL			200.00			

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024ST1-5311179 52834	RED WING BUSINESS ADVANTAGE ACCOUNT BOOT REIMBURSEMENT PARK SPECIALIST 01-05-740-020 SAFETY	07/03/2026	08/17/2026	237.49 237.49	237.49	Open	Y 07/03/2026
024ST1-23224408737 52887	RED WING BUSINESS ADVANTAGE ACCOUNT BOOT REIMBURSEMENT PARK SPECIALIST 01-05-740-020 SAFETY	07/29/2026	08/17/2026	256.49 256.49	256.49	Open	Y 07/29/2026
024ST1-5311208 52952	RED WING BUSINESS ADVANTAGE ACCOUNT REFUND- BOOT REIMBURSEMENT PARK 01-05-740-020 SAFETY	07/03/2026	08/17/2026	(237.49) (237.49)	(237.49)	Open	Y 07/03/2026
024ST1-5311218 52953	RED WING BUSINESS ADVANTAGE ACCOUNT BOOT REIMBURSEMENT PARK SPECIALIST 01-05-740-020 SAFETY	07/03/2026	08/17/2026	277.48 277.48	277.48	Open	Y 07/03/2026
1051003 52857	ROBBINS SCHWARTZ LEGAL SERVICES MAY 2026 01-10-821-000 GENERAL LEGAL SERVICES	06/30/2026	08/17/2026	1,600.00 1,600.00	1,600.00	Open	Y 06/30/2026
1050323 52858	ROBBINS SCHWARTZ LEGAL SERVICES MAY 2026 01-10-821-000 BOARD OF REVIEW 2025	06/30/2026	08/17/2026	50.00 50.00	50.00	Open	Y 06/30/2026
1052556 52945	ROBBINS SCHWARTZ LEGAL SERVICES JUNE 2026 01-10-821-000 GENERAL LEGAL SERVICES	07/24/2026	08/17/2026	4,775.00 4,775.00	4,775.00	Open	Y 07/24/2026
1051781 52946	ROBBINS SCHWARTZ LEGAL SERVICES JUNE 2026 12-95-821-000 CAPITAL PROJECTS-TENNIS COURT & PARKING 07-01-821-000 CAPITAL PROJECTS-TENNIS COURT & PARKING	07/24/2026	08/17/2026	2,785.00 417.75 2,367.25	2,785.00	Open	Y 07/24/2026
1051782 52947	ROBBINS SCHWARTZ LEGAL SERVICES JUNE 2026 01-10-821-000 2025 BOARD OF REVIEW	07/24/2026	08/17/2026	950.00 950.00	950.00	Open	Y 07/24/2026
SPI21690974 52829	RUSSO POWER EQUIPMENT SMALL ENGINE REPAIR PARTS - STRING 01-05-790-017 EQUIPMENT SERVICE	07/09/2026	08/17/2026	286.35 286.35	286.35	Open	Y 07/09/2026

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963102 52904	SBC WASTE SOLUTIONS DUMPSTER SERVICE AUGUST 2026	07/31/2026	08/17/2026	660.00	660.00	Open	Y 07/31/2026
	01-15-750-002 DUMPSTER SERVICE FRC			240.00			
	01-20-750-002 DUMPSTER SERVICE CPW			280.00			
	07-71-750-006 DUMPSTER SERVICE TENNIS CENTER			140.00			
26-002-7710 52806	SECOND CHANCE CARDIAC SOLUTION NEW AED UNITS	02/19/2026	08/17/2026	2,990.85	2,990.85	Open	Y 04/30/2026
	07-01-740-020 NEW AED UNITS			2,990.85			
7002151839 52886	SECURITAS TECHNOLOGY CORPORATION CONCESSIONS SECUIRTY MONTHLY SERVICE	07/16/2026	08/17/2026	225.00	225.00	Open	Y 07/16/2026
	01-14-785-000 ACCESS CONTROL & MONITORING-CORPORATE			225.00			
1225 52885	SENIOR TECH SUPPORT SENIOR TECH SUPPORT CLASS	07/09/2026	08/17/2026	200.00	200.00	Open	Y 07/09/2026
	02-50-760-000 PIONEER CLASSES			200.00			
9400594 52842	SERVICE SANITATION, INC. PORTABLE RESTROOMS JULY 2026	07/17/2026	08/17/2026	455.26	455.26	Open	Y 07/17/2026
	01-05-750-055 CENTRAL PARK			455.26			
9400595 52843	SERVICE SANITATION, INC. PORTABLE RESTROOMS JUNE 2026 DNS	07/17/2026	08/17/2026	146.26	146.26	Open	Y 07/17/2026
	01-09-750-020 DEAN NATURE SANCTUARY			146.26			
169060886-001 52852	SITEONE LANDSCAPE SUPPLY LLC SOD TURF RESTORATION ATHLETIC FIELDS	07/22/2026	08/17/2026	147.00	147.00	Open	Y 07/22/2026
	01-04-790-021 ATHLETIC FIELDS			147.00			
169110141-001 52882	SITEONE LANDSCAPE SUPPLY LLC SOD FOR TURF RESTORATION ON ATHLETIC	07/23/2026	08/17/2026	147.00	147.00	Open	Y 07/23/2026
	01-05-790-022 LANDSCAPING / ORNAMENTAL SUPP.			147.00			
16507 52948	SMART INDUSTRY PRODUCTS PROPERTY DAMAGE-DUAL STREAM TRASH	07/27/2026	08/17/2026	2,840.00	2,840.00	Open	Y 07/27/2026
	01-06-800-006 DUAL STREAM TRASH CAN SADDLEBROOK			2,840.00			
S101126316.002 52898	SOUTH SIDE CONTROL SUPPLY CO LEISURE HEATER GAS REGULATOR	07/29/2026	08/17/2026	75.60	75.60	Open	Y 07/29/2026

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	02-25-750-021	POOL PUMP ROOM-	REPAIR/REPLACE	75.60			
14001485 52907	STERLING NETWORK INTEGRATION SENTINEL ONE ENDPOINT SECURITY & 01-14-675-000 01-14-675-001 01-14-675-002 01-14-675-000 01-14-675-001 01-14-675-002 01-14-675-000 01-14-675-001 01-14-675-002 01-14-675-000	08/01/2026	08/17/2026	1,396.10 96.38 96.38 48.19 101.20 113.85 37.95 390.48 390.48 86.78 34.41	1,396.10	Open	Y 08/01/2026
0222059-IN 52884	TAMELING INDUSTRIES INC. TOP SOIL ATHLETIC FIELD TURF 01-05-790-022	07/09/2026	08/17/2026	144.00 144.00	144.00	Open	Y 07/09/2026
0222863-IN 52929	TAMELING INDUSTRIES INC. SOD STAPLES 01-05-790-022	07/23/2026	08/17/2026	96.00 96.00	96.00	Open	Y 07/23/2026
0222462-IN 52931	TAMELING INDUSTRIES INC. TOP SOIL, STAPLES, AND STRAW MAT - 01-04-790-010	07/16/2026	08/17/2026	662.00 662.00	662.00	Open	Y 07/16/2026
457115 52932	THELEN MATERIALS LLC SAND FOR SAND VOLLEYBALL COURT (23 01-05-790-021	05/31/2026	08/17/2026	2,002.61 2,002.61	2,002.61	Open	Y 05/31/2026
D717733 52849	TOTAL FIRE & SAFETY, INC. SECURITY SYSTEMS SENSORS 07-71-750-002	07/17/2026	08/17/2026	982.49 982.49	982.49	Open	Y 07/17/2026
990600990 52939	TRANE U.S. INC. FRC HVAC RTU 5 REPAIR FAN 01-15-750-001 01-15-750-001	07/10/2026	08/17/2026	1,804.00 1,580.00 224.00	1,804.00	Open	Y 07/10/2026
228440711 52866	TRUGREEN CENTRAL PARK AND CENTRAL PARK NORTH 01-05-750-010	07/08/2026	08/17/2026	768.00 768.00	768.00	Open	Y 07/08/2026

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26-1443-04 52951	UPLAND DESIGN LTD TENNIS CENTER COURT PROJECT DESIGN	07/09/2026	08/17/2026	7,456.28	7,456.28	Open	Y 07/09/2026
	07-80-805-000 CONSTRUCTION DOCUMENTS			1,310.00			
	07-80-805-000 PERMITTING			2,320.00			
	07-80-805-000 BIDDING			1,800.00			
	07-80-805-000 CIVIL ENGINEERING			2,010.23			
	07-80-805-000 EXPENSES (MILEAGE, PRINTING,			16.05			
VC3-256011 52949	VC3, INC DATAGARD TIME BASED RETENTION FY	08/04/2026	08/17/2026	999.00	999.00	Open	Y 08/04/2026
	01-14-675-000 MONTHLY DATA BACKUP			450.00			
	01-14-675-001 MONTHLY DATA BACKUP			450.00			
	01-14-675-002 MONTHLY DATA BACKUP			99.00			
29875 52940	VILLAGE OF OAK BROOK FUEL CHARGES - PARKS MAY 2026	07/23/2026	08/17/2026	1,123.36	1,123.36	Open	Y 07/23/2026
	01-05-790-025 FUEL CHARGES - PARKS FY 26-27			1,123.36			
29876 52941	VILLAGE OF OAK BROOK FUEL CHARGES - JUNE 2026	07/23/2026	08/17/2026	1,165.35	1,165.35	Open	Y 07/23/2026
	01-05-790-025 FUEL CHARGES - PARKS FY 26-27			1,165.35			
005 52923	VILLAGE OF VILLA PARK PAYMENT FOR CO-OP TRIP	07/14/2026	08/17/2026	1,089.00	1,089.00	Open	Y 07/14/2026
	02-50-754-300 PAYMENT FOR CO-OP PIONEER TRIP WITH VP			545.00			
	02-50-755-300 PAYMENT FOR CO-OP PIONEER TRIP WITH VP			544.00			
6176788-0 52835	WAREHOUSE DIRECT INC. FLOOR SCRUBBER BATTERY REPLACEMENT	07/14/2026	08/17/2026	460.30	460.30	Open	Y 07/14/2026
	01-15-790-003 JANITORIAL EQUIP/ REPAIR & REPLACE			460.30			
6180110-0 52836	WAREHOUSE DIRECT INC. FACILITY PAPER AND CLEANING	07/09/2026	08/17/2026	1,263.55	1,263.55	Open	Y 07/09/2026
	01-15-790-000 FRC PAPER PRODUCTS			898.85			
	01-15-790-001 FRC CLEANING PRODUCTS			364.70			
6180122-0 52837	WAREHOUSE DIRECT INC. FACILITY PAPER AND CLEANING	07/09/2026	08/17/2026	80.36	80.36	Open	Y 07/09/2026
	01-20-790-000 CPW PAPER PRODUCTS			35.42			
	01-20-790-001 CPW CLEANING PRODUCTS			44.94			

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6180138-0 52838	WAREHOUSE DIRECT INC. FACILITY PAPER AND CLEANING 01-04-790-002	07/09/2026	08/17/2026	44.94	44.94	Open	Y 07/09/2026
	NORTH FIELDS CLEANING PRODUCTS			44.94			
6180110-1 52853	WAREHOUSE DIRECT INC. FACILITY CLEANING PRODUCTS 01-15-790-001	07/23/2026	08/17/2026	78.08	78.08	Open	Y 07/23/2026
	FRC CLEANING PRODUCTS			78.08			
4557657918 52902	WILSON SPORTING GOODS TENNIS BALLS 07-75-870-001	07/29/2026	08/17/2026	983.92	983.92	Open	Y 07/29/2026
	TENNIS BALLS			983.92			
JULY 2026 52950	ZAZZO'S PIZZA PIZZA SUMMER PARTY ORDERS 02-25-705-001 01-04-765-040	07/31/2026	08/17/2026	2,190.20	2,190.20	Open	Y 07/31/2026
	AQUATICS SUMMER ORDERS			1,910.70			
	CONCESSIONS SUMMER ORDERS			279.50			
# of Invoices:	141	# Due:	141	Totals:	269,574.20	269,574.20	
# of Credit Memos:	3	# Due:	3	Totals:	(1,219.56)	(1,219.56)	
Net of Invoices and Credit Memos:				268,354.64	268,354.64		
* 3 Net Invoices have Credits Totalling:				(333.05)			

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	Inv Amt	Amt Due
--- TOTALS BY FUND ---		
01 - GENERAL CORPORATE FUND	81,568.96	81,568.96
02 - RECREATION FUND	43,702.16	43,702.16
04 - LIABILITY INSURANCE FUND	73,173.56	73,173.56
05 - AUDIT FUND	12,375.00	12,375.00
07 - RECREATIONAL FACILITIES FUND	56,658.61	56,658.61
09 - SPECIAL RECREATION FUND	458.60	458.60
12 - CAPITAL PROJECTS FUND	417.75	417.75
--- TOTALS BY DEPT/ACTIVITY ---		
01 - ADMINISTRATION CORPORATE	12,369.23	12,369.23
02 - FINANCE	696.85	696.85
04 - CENTRAL PARK NORTH	3,258.26	3,258.26
05 - CENTRAL PARK	12,464.00	12,464.00
06 - SADDLEBROOK PARK	2,854.85	2,854.85
07 - FOREST GLEN PARK	237.54	237.54
08 - CHILLEM PARK	14.85	14.85
09 - DEAN PROPERTY	2,793.76	2,793.76
10 - PROFESSIONAL SERVICES	7,375.00	7,375.00
14 - INFORMATION TECHNOLOGY	12,612.08	12,612.08
15 - BUILDING/RECREATION CENTER	9,058.00	9,058.00
20 - CENTRAL PARK WEST	525.08	525.08
21 - FITNESS CENTER	9,267.50	9,267.50
25 - AQUATIC CENTER	15,769.95	15,769.95
26 - AQUATIC-RECREATION PROGRAMS	341.62	341.62
31 - PRESCHOOL PROGRAMS	1,984.50	1,984.50
32 - YOUTH PROGRAMS	5,386.37	5,386.37
40 - ADULT PROGRAMS	2,256.75	2,256.75
50 - PIONEER PROGRAMS	2,652.19	2,652.19
60 - SPECIAL EVENTS & TRIPS	3,015.16	3,015.16
71 - BUILDING/RACQUET CLUB	32,864.59	32,864.59
75 - TENNIS PROGRAMS	6,546.82	6,546.82
80 - MARKETING	9,175.30	9,175.30
81 - CAPITAL OUTLAY	28,868.08	28,868.08
90 - LIABILITY INSURANCE FUND	73,173.56	73,173.56
92 - AUDIT FUND	12,375.00	12,375.00
95 - CAPITAL PROJECTS FUND	417.75	417.75

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53638 52924	ABLE PRINTING SERVICE INC SUMMER QUARTERLY NEWSLETTER 02-80-960-000 02-80-710-002	06/02/2026	08/06/2026	2,614.37 1,967.84 646.53	0.00	Paid	Y 06/02/2026
53681 52925	ABLE PRINTING SERVICE INC SUMMER QUARTERLY NEWSLETTER 02-80-710-002	06/01/2026	08/06/2026	1,293.29 1,293.29	0.00	Paid	Y 06/01/2026
6/30/2026 52901	CATHERINE THOMSON PIONEER PRESENTATION "HERSTORY" 02-50-760-000	06/26/2026	08/06/2026	450.00 450.00	0.00	Paid	Y 06/30/2026
2021922.003 52816	CHRISTINE KUCZORA REFUND- WIZARD OF OZ OUTING 02-01-175-001	07/13/2026	07/30/2026	146.00 146.00	0.00	Paid	Y 07/13/2026
261910059804947 52813	DIRECT ENERGY BUSINESS, LLC JUNE 2026 ELECTRICITY AT CPN 01-04-770-000	07/10/2026	07/30/2026	496.07 496.07	0.00	Paid	Y 07/10/2026
261910059804948 52814	DIRECT ENERGY BUSINESS, LLC JUNE 2026 ELECTRICITY AT DNS 01-09-770-001	07/10/2026	07/30/2026	54.12 54.12	0.00	Paid	Y 07/10/2026
261910059804486 52815	DIRECT ENERGY BUSINESS, LLC JUNE 2026 ELECTRICITY 01-20-770-000 01-15-770-001 02-01-770-001 02-21-770-000 02-25-770-000 07-71-770-001 01-05-770-000 01-05-770-005 01-07-770-000	07/10/2026	07/30/2026	26,224.38 910.45 4,352.81 3,482.25 3,482.25 6,093.94 6,556.96 470.58 376.27 498.87	0.00	Paid	Y 07/10/2026
INV-33780 52878	FLAGS USA LLC FRC FLAG REPLACEMENT 01-15-800-005	03/12/2026	08/06/2026	366.98 366.98	0.00	Paid	Y 03/12/2026

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JULY 2026 POSTAGE							
52865	FP MAILING SOLUTIONS POSTAGE METER DOWNLOAD	07/17/2026	07/30/2026	200.00	0.00	Paid	Y 07/17/2026
	01-02-710-000	POSTAGE (METER REFILLS)		20.00			
	01-15-710-000	POSTAGE (METER REFILLS)		20.00			
	02-01-710-000	POSTAGE (METER REFILLS)		50.00			
	02-21-710-000	POSTAGE (METER REFILLS)		50.00			
	02-25-710-000	POSTAGE (METER REFILLS)		50.00			
	07-01-710-000	POSTAGE (METER REFILLS)		10.00			
2026-0716							
52864	JAMES JELILINEK PIONEER LECTURE	07/21/2026	07/30/2026	250.00	0.00	Paid	Y 07/21/2026
	02-50-760-000	PIONEER CLASSES		250.00			
PIONEER 2026							
52863	JUDITH BECK PIONEER TRIP LUNCHEON	07/22/2026	07/30/2026	553.85	0.00	Paid	Y 07/22/2026
	02-50-754-300	TRIP ADMISSIONS		553.85			
FRC JUN-26							
52807	VILLAGE OF OAK BROOK FRC WATER USE JUNE 2026	07/10/2026	07/30/2026	10,646.02	0.00	Paid	Y 07/10/2026
	01-15-770-002	FRC WATER USE		2,661.51			
	02-01-770-002	FRC WATER USE		2,129.20			
	02-21-770-010	FRC WATER USE		2,129.20			
	02-25-770-010	FRC WATER USE		3,726.11			
CPW JUN-26							
52808	VILLAGE OF OAK BROOK WATER AT CPW JUNE 2026	07/10/2026	07/30/2026	137.76	0.00	Paid	Y 07/10/2026
	01-20-770-001	WATER		137.76			
MAINT JUN-26							
52809	VILLAGE OF OAK BROOK WATER AT MAINTENANCE GARAGE JUNE	07/10/2026	07/30/2026	73.88	0.00	Paid	Y 07/10/2026
	01-05-770-007	WATER MAINTENANCE GARAGE		73.88			
FIELDS JUN-26							
52810	VILLAGE OF OAK BROOK WATER USE FIELDS JUN 26	07/10/2026	07/30/2026	25.97	0.00	Paid	Y 07/10/2026
	01-05-770-001	WATER		25.97			
TC JUN-26							
52811	VILLAGE OF OAK BROOK WATER USE AT TENNIS CENTER JUNE 2026	07/10/2026	07/30/2026	265.52	0.00	Paid	Y 07/10/2026
	07-71-770-002	WATER		265.52			

WARRANT #711

INVOICE REGISTER REPORT FOR OAK BROOK PARK DISTRICT

Page: 303
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EXP CHECK RUN DATES 07/23/2026 - 08/12/2026

JOURNALIZED

PAID

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description						Post Date
	GL Distribution						

CPN JUN-26							
52812	VILLAGE OF OAK BROOK	07/10/2026	07/30/2026	137.76	0.00	Paid	Y
	WATER USE AT CONCESSION RESTROOM						07/10/2026
	01-04-770-001 WATER			137.76			

# of Invoices:	17	# Due:	0	Totals:	43,935.97	0.00
# of Credit Memos:	0	# Due:	0	Totals:	0.00	0.00

Net of Invoices and Credit Memos:				43,935.97	0.00	
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--- TOTALS BY FUND ---

01 - GENERAL CORPORATE FUND	10,603.03	0.00
02 - RECREATION FUND	26,500.46	0.00
07 - RECREATIONAL FACILITIES FUND	6,832.48	0.00

--- TOTALS BY DEPT/ACTIVITY ---

01 - ADMINISTRATION CORPORATE	5,817.45	0.00
02 - FINANCE	20.00	0.00
04 - CENTRAL PARK NORTH	633.83	0.00
05 - CENTRAL PARK	946.70	0.00
07 - FOREST GLEN PARK	498.87	0.00
09 - DEAN PROPERTY	54.12	0.00
15 - BUILDING/RECREATION CENTER	7,401.30	0.00
20 - CENTRAL PARK WEST	1,048.21	0.00
21 - FITNESS CENTER	5,661.45	0.00
25 - AQUATIC CENTER	9,870.05	0.00
50 - PIONEER PROGRAMS	1,253.85	0.00
71 - BUILDING/RACQUET CLUB	6,822.48	0.00
80 - MARKETING	3,907.66	0.00

Staff Recognition

Presentations / Proclamations

(None)

Reports

Administration and Enterprise Operations Report

Finance and Human Resources Report

Recreation and Communications Report

Parks and Facilities Report



Memo

To: Oak Brook Park District Board of Commissioners
From: Laure Kosey, Executive Director
Date: August 11, 2026
Re: August Board Report: Administration & Enterprise Operations

July Board Meeting Follow Up Discussion Points:

July 20, 2026 Regular Board Meeting Follow-Up: Clarifying Information

Agenda Item: 7A Administrative and Enterprise Report

The Illinois Human Rights Act prohibits discrimination based on sex, sexual orientation, and gender identity. Prohibiting a person from accessing the restroom that matches their gender identity violates the Illinois Human Rights Act.

Please click [here](#) to learn more.

Agenda Item: 8A Approval of a Travel Expense - NRPA

Commissioner Knitter was Board President from May 2014 – May 2026. 12 years.

Agenda Item: 8C Tennis Court and Parking Lot Project Bid

Previously, the \$3 million budget included funding for the pickleball courts. During the March 18 Board Meeting, the Commissioners reached consensus to replace the pickleball portion of the project with the baseball parking lot project.

The approved Tennis Court Renovation bid amount is \$1,044,941.31 and is budgeted in the Tennis Fund, which is not funded by property taxes.

The approved bid amount for the Trail Connection to CPW and Southeast Ballfield Parking Lot Renovations is \$243,179.18 and is budgeted in the General Fund and Special Recreation Fund, which are funded by property taxes.

August Board Meeting Discussion Points:

Tennis Center Report

- Improvements have been made to the new Club Automation app, resolving several issues.
- Billing details were sent out to all Seasonal Court Time captains.
- The Junior Tennis teams had success in the Midwest Championship, finishing 2nd place in the 10&under division and 1st and 2nd place in the 12&under division.

General Use Regulations

Staff continue to review and update the General Use Regulations to incorporate more inclusive language, make routine clerical corrections, and provide additional clarification where needed. The most significant revision is contained in Chapter 5 regarding the use of electric mobility devices on Park District paths. Staff anticipate presenting Chapter 5 for a first reading at the September Board meeting.

Swim Central Gutter Grates Replacement Project

Staff are replacing the existing pool gutter grates which are on the perimeter of the inside pools. The grates have met the lifespan of ten years. The purchase and installation will be through the Buy Board purchase cooperative with a project completion in December.

Memo



To: Board of Commissioners and Executive Director, Laure Kosey
From: Marco Salinas, Chief Financial Officer
Date: August 12, 2026
Re: July 2026 Financials

General Fund

We have completed three months of our current fiscal year (25.00% of the year). Year-to-date (YTD) revenues, expenditures, and transfers-out for this fund equal \$1,623,696, \$818,750, and \$0, respectively. This is resulting in a YTD net surplus of \$804,946, which is a \$247,387 decrease from the \$1,052,333 YTD net surplus experienced in the prior fiscal year. The following is additional commentary:

- **Revenues-** Total current YTD revenues are higher than budgeted expectations at 39.9% of the annual budget. Driving this increase is the timing of the receipt of the first property tax installment. YTD, this fund has received approximately 55% of the annual budgeted amount and these collections are expected to continue through December 2026. We are also favorable with the PPRT receipts. YTD, we have received approximately 38% of that activity's annual budget. Field rental revenues at our Central Park fields have increased approximately \$35,000 over the prior year due to having long-term licensing agreements with Wizard F.C. and Eclipse Select Soccer whereas at this time last year we only had an agreement with Wizard F.C. In addition, we have recognized rental revenues related to two tournaments conducted in June. The large decrease in our Building-Recreation Center department, when compared to the prior year, is because daily fees are now being split between this fund and the Recreation fund (30/70 split). In the prior year, 100% of these fees were recognized in this fund. YTD these fees are \$41,511 whereas last year the YTD amount was \$186,475.
- **Expenditures-** Total current YTD expenditures are slightly lower than budgeted expectations at 18.8% of the annual budget. All departments are either favorable or within target of the annual budgets. Several departments are higher than the prior fiscal year because July 2026 had three payroll pay dates whereas July 2025 (prior year) had two payroll pay dates (August 2025 had three payroll pay dates). In our Central Park department expenditures have increased over prior year due to higher field maintenance costs (e.g. turf tank lease), and the timing for processing the recurring portable restroom and pest control billings. In addition, we incurred approximately \$2K in costs to replace five fire extinguishers for use at our maintenance garage due to mandatory upgrades required by the National Fire Protection Association (NFPA).

Recreation Fund

YTD revenues, transfers-in, and expenditures equal \$2,128,839, \$0, and \$1,142,769, respectively. This is resulting in a YTD net surplus of \$986,070, which is a \$59,312 decrease from the \$1,045,382 YTD net surplus experienced in the prior fiscal year. The following is additional commentary:

- **Revenues-** Total current YTD revenues are higher than budgeted expectations at 36.2% of the annual budget. With the exception of our Preschool Programs and Capital Outlay departments, all departments are either favorable or in-line with budgeted expectations. In our Fitness Center department, in-district and out-of-district membership revenues are approximately \$19,000 higher than in the prior year and, as described in our General fund, daily fees are now being recognized in this department, as well as our Aquatic Center and Adult Programs departments. YTD daily fees in our fitness center total \$27,674. In our Preschool Programs department early childhood beginning preschool programming has been expanded to occur over a longer

time period which will result in a longer revenue earnings time period. The current YTD revenues for this program total \$6,286 whereas in the prior year such revenues totaled \$16,357.

- **Expenditures-** Total current YTD expenditures are slightly lower than budgeted expectations at 21.1% of the annual budget. Except for our Youth Programs department, all departments are either favorable or within target of the annual budgets. Similar to our General Fund, several departments are higher than the prior fiscal year because July 2026 had three payroll pay dates whereas July 2025 (prior year) had two payroll pay dates. In our Youth Programs department, we have now recognized the majority of our summer pee wee, and playground camp counselor/staff wages. This is what is driving the current unfavorable variance to the budget.

Recreational Facilities Fund (Tennis Center)

YTD revenues and expenses in this fund are currently \$668,470 and \$493,279, respectively. This is resulting in a YTD net surplus of \$175,190, which is a \$56,188 decrease over the prior year's surplus of \$231,379. The following is additional commentary:

- **Revenues-** Total current YTD revenues are in-line with budgeted expectations at 23% of the annual budget. In the Programs department, various group lesson revenues have increased in total by approximately \$31,000 when compared to the previous year.
- **Expenses-** Total current YTD expenses are lower than budgeted expectations at 11.2% of the annual budget. As described in the preceding paragraphs, this fund is also being impacted by the third payroll in July 2026, which is causing increased expenses when compared to the previous year. Additionally, we have recognized an approximate \$2K increase in pro shop expenses in our Programs department and Approximately \$3,100 in unanticipated repair costs to HVAC equipment.

FINANCE & HUMAN RESOURCES UPDATES:

- The annual audit fieldwork has now been completed. Finance staff is working on updating various sections of the draft Annual Comprehensive Financial Report (ACFR). The final report is scheduled to be presented to the Board at the October 19, 2026 meeting.
- Staff is actively planning for the upcoming annual open enrollment for health insurance benefits. We expect to receive preliminary premium information in the next month. Staff is also reaching out to surrounding park districts to gather premium and benefit information.



Memo

To: Oak Brook Park District Board of Commissioners
From: Robert Pechous, Director of Recreation and Communications
Date: August 11, 2026
Re: Recreation and Communications Report

Recreation:

- Athletics
 - o Summer Get Better League wrapped up another successful season.
 - o Poor air quality resulted in the cancellation of the Roundnet Tournament on Saturday, July 18.
 - o The 16-inch Coed Softball League began one week later than scheduled due to poor air quality conditions.
- Youth/Preschool
 - o Summer Camp reached the halfway point of the season, welcoming 146 campers.
 - o Playground Campers enjoyed a variety of summer activities, including a Fun Wizz performance, Mad Science Show, obstacle course, outdoor movie, and trips to Ty Warner Spray Park and Cypress Cove.
 - o Pee Wee and Pre-K Campers enjoyed a variety of themed weeks, including Birthday Blast, Monsters, Red, White & Blue, and Space, featuring themed activities, dress-up days, and special activities.
 - o Staff continued working on preschool classroom placements, teacher and aide assignments, and other preparations for the upcoming school year.
- Pioneers
 - o Pioneers enjoyed two engaging lectures, including a presentation by author Jimmy Jellinek on the history of the Chicago hot dog, followed by a Portillo's hot dog lunch in celebration of National Hot Dog Day, and an insightful presentation by Yvonne Wolf on the history and growing popularity of Mah Jongg.
 - o Twenty-eight Pioneers from Oak Brook and Villa Park traveled to Chicago for an Architecture Boat Tour, followed by lunch at Russell's BBQ in Elmwood Park.
 - o Sixteen Pioneers attended a program celebrating the 60th Anniversary of the National Organization for Women, featuring the HERstory Duo and a musical tribute to the women's suffrage movement.
 - o Thirty-nine Pioneers attended a presentation on The Future of AI and How It Is Changing Our World.
- Specialty/Events
 - o Walk in the Park Wine Tour event was a great success. 229 participants enjoyed 6 different food and wine pairings throughout Central Park.
 - o The Summer Concert Series kicked off with Roger That, drawing approximately 200 attendees who enjoyed live music along with food and beverages from the concession stand.
 - o The July 16 concert was canceled due to poor air quality and has been rescheduled for a later date.
 - o Approximately 230 attendees enjoyed a performance by The Jolly Ringwalds on July 23 during a perfect summer evening.

- Second Hand News performed for the largest crowd of the series so far, with approximately 500 attendees enjoying the July 30 concert.
- The Harmony in the Park – Fall Family Day committee met to continue planning this great event, which is on Saturday, September 19 from 2-5pm.

Marketing & Information Technology:

- The Autumn Quarterly Newsletter has been finalized and mailed to residents.
- Staff completed marketing efforts for the Walk in the Park Wine Tour, including digital advertising, social media promotion, email marketing, website updates, and event signage.
- The team quickly developed communications related to the air quality alert and operational impacts.

Corporate and Community Relations:

Sponsorships	\$ 7,000.00
Advertising	\$ 1,250.00
Vendors	\$
In-Kind Donations	\$ 9,000.00
Oak Brook Park District Foundation	\$ 5,384.00

Total for July: \$ 22,634.00

Social Media and Website Engagement:

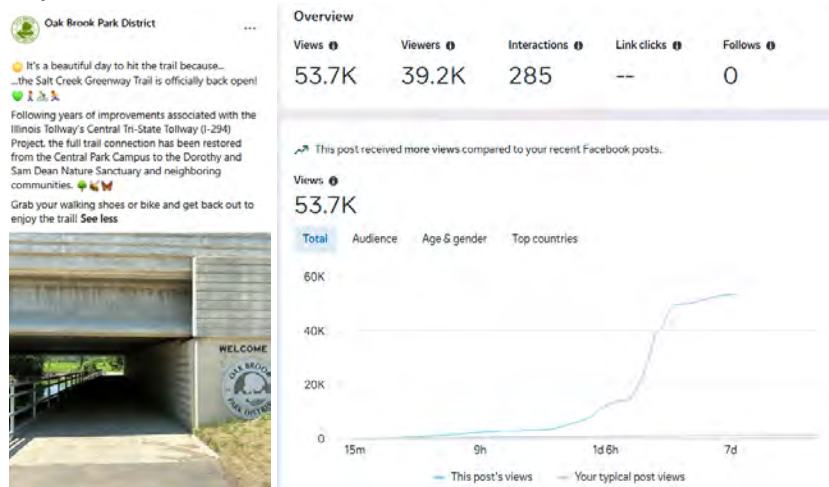
Facebook Analytics

Total Followers: 6,464 (up 136)
 Posts: 43 (29 posts, 14 stories)
 Post Reach (organic and paid): 115.3K
 Post Engagement: 694
 (Reactions, Comments, and Shares)

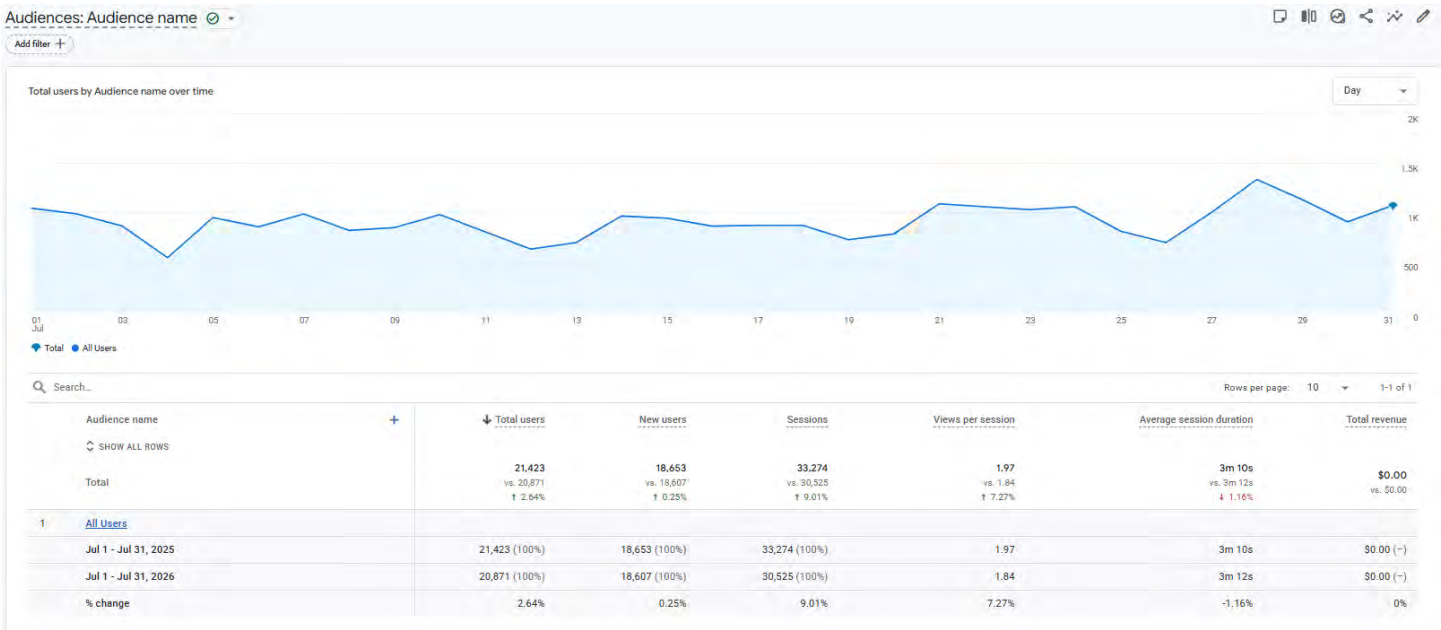
Instagram Analytics:

Total Followers: 3,540 (up 127)
 Posts: 56 (31 posts, 25 stories)
 Post Reach (organic and paid): 7.4K
 Post Engagement: 1.6K

Top Facebook Post



July 2026 Website Traffic



July 2026 Top Pages

- 1. /obparks.org
- 2. /Splash Island
- 3. /Swim Central
- 4. /Program Guides
- 5. /Family Recreation Center
- 6. /Summer Concert Series
- 7. /Programs
- 8. /Tennis Center
- 9. /Tennis Programs
- 10. /Membership

obparks.org Acquisition Value

Referral Percentage Values	July 2026	July 2025
Direct:	33.9%	24.5%
Organic Search:	62.8%	68%
Social:	1.8%	1.8%
Referrals:	1.5%	1.3%



Oak Brook Park District Facility Statistics and Data

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Facility Rentals

25/26 FY	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MARCH	APRIL	Total
Gym Rentals Hours	288	266	322	286	280	346	312	303	420	341	288	298	3,748
Gym Revenue	\$14,128	\$15,389	\$18,080	\$16,012	\$15,431	\$19,099	\$17,232	\$16,988	\$23,131	\$18,098	\$15,704	\$16,267	\$205,557
Room Rentals	26	23	17	22	36	46	29	25	20	24	36	20	324
Room Revenue	\$1,800	\$960	\$630	\$720	\$1,360	\$1,990	\$860	\$2,310	\$2,744	\$810	\$2,650	\$880	\$17,714
CPW Rentals	7	9	6	9	6	6	7	1	2	5	11	3	72
CPW Revenue	\$3,595	\$5,875	\$4,790	\$6,876	\$3,925	\$3,700	\$4,500	\$270	\$1,200	\$4,650	\$7,045	\$2,275	\$48,701

26/27 FY	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MARCH	APRIL	Total
Gym Rentals Hours	249	275	285										809
Gym Revenue	\$14,747	\$16,125	\$16,525										\$47,397
Room Rentals	32	19	37										88
Room Revenue	\$1,900	\$1,060	\$1,540										\$4,500
CPW Rentals	8	10	6										24
CPW Revenue	\$4,775	\$9,100	\$4,380										\$18,255

Totals	20-21	21-22	22-23	23-24	24-25	25-26
Gym Rentals Hours	4,195	4,874	4,379	4,441	3,981	3,748
Gym Revenue	\$207,521	\$261,155	\$228,514	\$227,924	\$213,837	\$205,557
Room Rentals	0	10	79	203	224	324
Room Revenue	\$0	\$700	\$7,355	\$7,335	\$13,726	\$17,714
CPW Rentals	20	73	88	74	24	72
CPW Revenue	\$12,938	\$48,226	\$54,458	\$50,951	\$11,185	\$48,701



Oak Brook Park District Facility Statistics and Data

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Outdoor Pickleball Court Rentals

25/26 FY	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MARCH	APRIL	Total
Court Rentals	67	170	134	144	84	65	10	0	0	0	32	49	755
Court Hours	217	310	253	271	161	135	18	0	0	0	60	92	1,517
Revenue	\$ 610.00	\$ 670.00	\$ 560.00	\$ 430.00	\$ 360.00	\$ 280.00	\$ 30.00				\$ 30.00	\$ 60.00	\$ 3,030.00

26/27 FY	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MARCH	APRIL	Total
Court Rentals	78	125	139										342
Court Hours	154	236	276										666
Revenue	\$ 410.00	\$ 350.00	\$ 500.00										\$ 1,260.00

Totals	23-24	24-25	25-26
Court Rentals	821	662	755
Court Hours	2,326	2,275	1,517
Total Revenue	\$3,280.00	\$3,290.00	\$3,030.00

[illegible]

FY	Month	May	June	July	August	September	October	November	December	January	Feb	March	April	TOTALS
25 - 26	Hours	2,371	1,188	283	906	2,600	2,605	877	0	0	0	0	2076	12,906
	Revenue	\$24,860	\$12,475	\$9,879	\$11,831	\$15,950	\$10,975	\$2,450	\$0	\$0	\$0	\$0	\$5,125	\$93,796

Baseball Fields														
FY	Month	May	June	July	August	September	October	November	December	January	Feb	March	April	TOTALS
25 - 26	Hours	324	276	211	119	246	210	14	0	0	0	0	106.75	1,507
	Revenue	\$6,913	\$10,690	\$5,005	\$5,428	\$12,500	\$17,790	\$1,533	\$0	\$0	\$0	\$0	\$4,300	\$64,159

[illegible]

FY	Month	May	June	July	August	September	October	November	December	January	Feb	March	April	TOTALS
25 - 26	Hours	2,897	1,652	650	1,229	3,072	3,053	1,011	1	0	46	153	2,394	16,158
	Revenue	\$39,896	\$32,648	\$23,470	\$47,242	\$55,095	\$54,970	\$13,321	\$4,055	\$3,000	\$7,485	\$32,350	\$16,888	\$330,418

June 2026

Spring

District	2025 Registration	2026 Registration
Burr Ridge	4	6
Elmhurst	73	73
Hinsdale	23	17
Oak Brook	8	6
Pleasant Dale	2	3
Westchester	4	5
Countryside	2	2
York Center	0	0
Non-resident	15	15
Total	131	127

Summer

District	2025 Registration	2026 Registration
Burr Ridge	3	7
Elmhurst	63	66
Hinsdale	24	25
Oak Brook	7	7
Pleasant Dale	3	4
Westchester	5	4
Countryside	3	2
York Center	0	0
Non-resident	14	18
Total	122	133

Elevate

District	Registered Participants
Burr Ridge	5
Elmhurst	6
Hinsdale	3
Oak Brook	3
Westchester	1
Total	18



Summer Camp Session I

District	Registered Participants
Burr Ridge	1
Elmhurst	29
Hinsdale	2
Westchester	4
Non-resident	1
Total	37

Summer Camp Session II

District	Registered Participants
Burr Ridge	3
Elmhurst	26
Hinsdale	7
Westchester	1
Non-resident	5
Total	42

Locations: 2 Elmhurst, 1 Countryside, 1 Hinsdale – ESY half day – Swimming, Field Trips, Music Therapy

- Elevate Day Services (M-F)
- 21 Weekly Youth and Adult
- 7 Gators Athletics & Unified (Bowling/UB, Golf/UG, Softball, Flag Football, Bocce, Volleyball, Floor Hockey)
- 12 Special Events
- Summer Vacation Trip to Door County, WI
- 4 Summer Camp Locations

Fall 2026

Currently in final stages. Facility requests have been sent out. Registration will begin on August 15. Fall season will begin September 14 – December 12. Winter break camp will be included in fall registration. Lots of new programs! After school programming in Elmhurst at ECLS, youth initiatives, unified sports, fitness, new Saturday night social clubs, and special events.

Marketing/PR/Social Media & June Highlights

Elevate, SOI Summer Games, USA Games, Talent Show, Summer Day Camp!

🎉 CONGRATULATIONS, MATTHEW! 🎉

What an incredible week representing Gateway SRA, Team Illinois, and Special Olympics on the national stage at the Special Olympics USA Games!

Matthew's hard work, determination, and passion for athletics were on full display as he competed against some of the nation's best athletes!

🏃 3000 Meter Run
4th Place
⌚ 13:51.82
🏃 4x400 Meter Relay
Bronze Medal

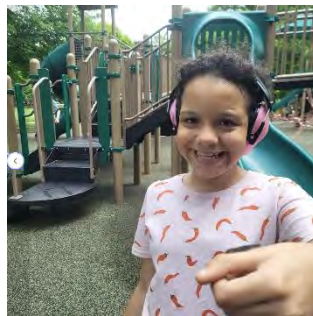
Matthew had the honor of running the first leg of the relay, giving Team Illinois a tremendous start and handing the baton off with the team sitting in 2nd place! 🏆

Whether he's crossing a finish line, cheering on a teammate, or tracking every statistic, Matthew represents everything that being a Gator is all about: dedication, perseverance, sportsmanship, and heart.

👏 Matthew, your Gateway SRA family couldn't be prouder of everything you've accomplished. Thank you for inspiring all of us and for showing what can happen through years of hard work, commitment, and believing in yourself.

Please join us in congratulating Matthew on an outstanding performance at the Special Olympics USA Games! 🎉

#GatewaySRA #GatewayGators #SpecialOlympics #USAGames
#TrackAndField #GatorPride #BuiltAtGatewaySRA 🎉 See less



🎉 GATORS SHINE BRIGHT AT SUMMER GAMES! 🎉

What an incredible weekend for our Gateway SRA Gators at the Special Olympics Illinois Summer Games in Bloomington!

Our athletes represented Gateway SRA with courage, determination, sportsmanship, and Gator Pride. Months of hard work and dedication led to unforgettable memories, amazing accomplishments, and moments we will be celebrating all summer long.

🏆 Competition Highlights

🏃 Soccer Team
3rd Place

🏃 Track & Field
Matthew – 2nd Place
Matthew – 6th Place

🎲 Unified Cornhole
Patrick & Joann – 4th Place

🏊 Swimming

🏊 Relay Team (Nora, Eli, Robbie & Joel) – 1st Place

🏊 Eli – 1st Place
Eli – 2nd Place

🏊 Nora – 1st Place
Nora – 3rd Place

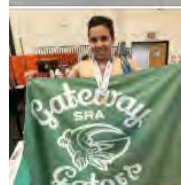
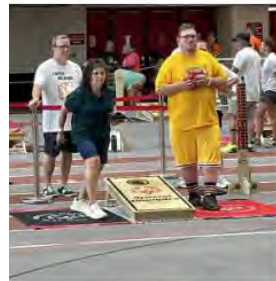
🏊 Joel – 1st Place
Joel – 3rd Place

👏 But the greatest victory was not measured by medals—it was measured by the friendships made, the confidence gained, the courage shown, and the joy shared throughout the weekend.

A huge THANK YOU to our incredible coaches, volunteers, families, and supporters who helped our athletes reach this moment. Your dedication and encouragement continue to show what it truly means to be part of the Gateway SRA family.

Congratulations, Gators! We are SO proud of each and every one of you. Whether you brought home a medal, achieved a personal best, or cheered on a teammate, you represented Gateway SRA with excellence and heart.

🎉 #GatewaySRA #GatorPride #SpecialOlympicsIllinois #SummerGames
See less



RGA Action Plan (FY26-FY28)

Strategic Priority	3-Year Goal	FY26 Focus (Stabilize)	FY26 Status & Notes	FY27 Focus (Grow)	FY28 Focus (Sustain)	Success Measures
Program Growth	Maintain quality & prepare for growth	Stabilize enrollment & refine mix	In Progress: Auditing registration/waitlist data.	<u>Expand</u> high-demand programs	Scale high-impact services	Enrollment, Retention
Elevate Weekday	Strategic growth while maintaining quality	Maintain quality & staffing stability	Active: "Weekly Elevate Recaps" social campaign driving high engagement and family visibility.	<u>Strengthen</u> operations for expansion	Expand enrollment & days	Growth, Satisfaction
Youth & Young Athletes	Strengthen as a long-term pipeline	Rebuild foundation & increase outreach	On Track: Engaging families <u>on</u> youth initiatives	Expand youth pathways	Sustain & evaluate expansion	Enrollment, Referrals
Inclusion & Unified	Expand access & unified pathways	<u>Strengthen</u> partnerships & track outcomes	On Track: Stronger Special Olympics IL storytelling.	Increase progression opportunities	Formalize sustainable model	Participation, Data
Outreach & Marketing	Improve awareness via consistent messaging	Implement simple marketing system	Complete: M-F content calendar active on Meta.	Strengthen PR & referral pipelines	Maintain visibility & impact	Engagement, Growth
Financial & Governance	Long-term stability & diversified revenue	Strengthen tracking & pricing reviews	In Progress: Reviewing Q4 pricing & revenue diversity.	Expand grants & fundraising	Secure multi-year funding	Revenue, Reserves
Staffing & Capacity	Support staff growth & long-term sustainability	<u>Strengthen</u> training & role clarity	Hired: Full Time Program Specialist – Brianna Cortez 20hrs Gateway SRA & 20hrs RGA TRS	Build leadership & staff pipeline	Maintain sustainable ratios	Retention, Coverage
Resources & <u>Invest.</u>	Maximize facility & equipment use	Optimize current improvements	Underway: Summer equipment readiness review complete.	Identify capital & resource needs	Implement long-term facility plan	Utilization, Planning



OBJECTIVES AND KEY RESULTS

May 1, 2026 - April 30, 2027

MONTHLY UPDATE JUNE 2026

Oak Brook Park District OKR (Objectives and Key Results) Program Information

1. Clear Accountability with Built-In Flexibility

The program requires all 6 objectives to be accomplished, but defines “accomplished” as completing 2 of 3 subgoals per objective. This structure keeps expectations high while allowing teams to focus on their strongest contributions—reducing burnout without sacrificing results.

2. Comprehensive Community Focus

The OKRs span every season and every segment of the community—from water safety and sensory-friendly programming to teen-led events and senior wellness. This ensures the District serves all residents, not just the most visible groups.

3. Balanced Internal and External Goals

The six objectives strike a balance between outward-facing community programs (Holistic Wellness, Community Engagement, Open Communication) and internal organizational health (Teamwork, Inclusion, Environmental Stewardship). This dual focus drives both public impact and staff culture.

4. Staff Incentive Structure Drives Ownership

By tying bonus PTO and cash payouts directly to OKR completion and performance appraisals, the program creates meaningful personal investment for staff at every level—part-time, full-time, and CPI employees alike. This turns organizational goals into individual motivation.

5. Measurable and Trackable

Each subgoal is concrete and verifiable—whether it's hosting a specific number of events, securing a membership count, or earning a certification. This eliminates ambiguity at review time and makes progress easy to monitor throughout the year.

6. Aligns with the District's Gold Medal Standards

As a National Gold Medal Agency, Oak Brook Park District sets a high bar. This OKR framework reflects that commitment—pushing the organization to continuously improve community wellness, environmental responsibility, and inclusive access, all while maintaining a culture of transparency and collaboration.

Accomplish 6 of 6 OKR's: May 1, 2026 – April 30, 2027

“Accomplish” means 2 of 3 subgoals (A,B,C) under each main objective, are completed.

Updated June, 2026



Oak Brook
Park District
A National Gold Medal Agency

www.obparks.org

 [/obparks.org/](https://www.facebook.com/obparks.org/)



OBJECTIVES AND KEY RESULTS

1. HOLISTIC WELLNESS - PROVIDE PROGRAMS, SERVICES, AND OPPORTUNITIES DESIGNED TO IMPROVE ALL ASPECTS OF THE OVERALL WELLNESS OF THE COMMUNITY.

COMPLETE? ☐

- ☐ A Summer Community Connection Programming
1. Serve as an official host site for the World's Largest Swimming Lesson with a minimum of 15 participants to expand community participation and advance water safety awareness. ☒
 2. Recruit and register two lifeguard teams of four to compete at the Illinois Parks and Recreation Association Lifeguard Games conducting a minimum of six team training sessions prior to the competition and conduct a post-event debrief to identify five skills that improve the seasonal Audit scenarios. ☒
 3. Host three sensory-friendly Splash Island community sessions, achieving an average of 20 participants, to promote and register three families in inclusive programming. ☐
- ☐ B Fall Community Connection Programming
1. Develop and implement a walk/run club by hosting at minimum twelve sessions, attracting 15 participants. ☐
 2. Organize and execute a community blood drive partnered with a local blood collection organization, by recruiting at minimum 30 registered donors, achieving a minimum of 25 completed blood donations. ☐
 3. Coordinate and facilitate four holiday wellness initiatives within November and December achieving a combine attendance at minimum of fifty participants.
 1. _____
 2. _____
 3. _____
 4. _____
- ☐ C Winter/Spring Community Connection Programming
1. Organize employee participation in volunteer initiatives with accessible opportunities within the community with a 90% full-time employee attendance rate. ☐
 2. Coordinate and facilitate four wellness initiatives January through April in collaboration with five new community partnerships that foster engagement with 25 first-time participants to the park district.
 1. _____
 2. _____
 3. _____
 4. _____
 3. Plan and deliver two nutrition wellness classes with a combined attendance of 30 participants.
 1. _____
 2. _____





OBJECTIVES AND KEY RESULTS

2. ENVIRONMENTAL STEWARDSHIP - FOSTER THE RESPONSIBLE USE AND PROTECTION OF THE NATURAL ENVIRONMENT THROUGH EDUCATION, CONSERVATION, AND SUSTAINABLE PRACTICES.

COMPLETE? ☐

- ☐ A Collaborate with a local community organization to identify and implement two environmental initiatives.
1. _____
 2. _____
- ☐ B Introduce two new free activities or programs for the community that promote conservation, sustainability, or environmental awareness.
1. _____
 2. _____
- ☐ C Earn Earth Flag by executing required sustainability efforts and submitting all materials.

3. INCLUSION - PROMOTE A SENSE OF BELONGING AND PROVIDE ACCESS TO THE VERY BEST IN PARK AND RECREATIONAL OPPORTUNITIES FOR ALL.

COMPLETE? ☐

- ☐ A Develop and implement two inclusive programs and/or membership initiatives.
1. _____
 2. _____
- ☐ B Implement two inclusive facility enhancements.
1. _____
 2. _____
- ☐ C Develop and implement two inclusive park initiatives.
1. _____
 2. _____

4. TEAMWORK - EMBRACE THE INDIVIDUALITY AND DIVERSE VIEWPOINTS OF OUR STAFF IN ORDER TO FOSTER RECREATIONAL CREATIVITY AND ENCOURAGE A COLLABORATIVE CULTURE.

COMPLETE? ☐

- ☐ A Schedule and complete quarterly supervisor-employee feedback meetings, working collaboratively to improve performance and achieve annual goals for all full-time staff.
- Q1 ☒ Q2 ☐ Q3 ☐ Q4 ☐
- ☐ B Organize and implement a quarterly team spotlight series where departments present their functions, fostering teamwork and engagement while engaging at least 50 staff participants.
- Parks ☐ Tennis ☐ Facilities ☐ Recreation/Administration ☐
- ☐ C Work collaboratively to secure 20 new Central Park Campus memberships through coordinated outreach and engagement efforts.



OBJECTIVES AND KEY RESULTS

5. COMMUNITY ENGAGEMENT - PROVIDE THE VERY BEST CUSTOMER EXPERIENCE WITH EVERY INTERACTION.

COMPLETE? ☐

- ☐ A Create a Community Ambassador Program and enroll three residents to strengthen community connections, increase engagement, and promote Park District programs and initiatives. ☐
- ☐ B Develop and implement three new programs or events based on recommendations and feedback from resident teens from the T.E.A.M Rec program.
 - 1. _____
 - 2. _____
 - 3. _____
- ☐ C Collaborate with three local community groups to strengthen local engagement.
 - 1. _____
 - 2. _____
 - 3. _____

6. OPEN COMMUNICATION - ENGAGE IN HONEST, AND RESPECTFUL COMMUNICATION, TO CONNECT AND BUILD RELATIONSHIPS WITH OUR COMMUNITY.

COMPLETE? ☐

- ☐ A Implement a user friendly centralized section on the website with three key information areas to improve access and usability.
 - 1. Statusfy Facility/Field Status update communication.
 - 2. _____
 - 3. _____
- ☐ B Host three community engagement sessions to provide updates, gather feedback, and strengthen communication with residents.
 - 1. _____
 - 2. _____
 - 3. _____
- ☐ C Develop an “Explore Oak Brook” initiative to encourage community exploration and engagement through three key opportunities.
 - 1. _____
 - 2. _____
 - 3. _____





May 1, 2026 - April 30, 2027

Employee Status	Accomplish 6 of 6 OKR's
Part-Time<400 Hours Annually	No Bonus PTO hours
Part-Time 400-999 Hours Annually	Cash payout of 8 PTO hours
Part-Time 1000-1,500 Hours Annually	Cash payout of 16 PTO hours
*CPI & Full-Time 1,501 and Greater Hours Annually	Credit of 24 bonus PTO hours. Hours do not roll forward into the subsequent fiscal year.

*CPI employees and full-time employees with 20 or more years of service, can elect to receive a pay-out of any bonus PTO hours awarded to them. Each hour is paid out at \$20.00 an hour.

In order for staff to qualify for bonuses, they must receive an overall “Exceeds Expectations” or 75% rating on their annual performance appraisal.



Memo

To: Board of Commissioners
From: Bob Johnson, Deputy Director
Date: August 10, 2026
Re: Board Report

Parks

- The Tennis Center Renovation project is underway, with utility locates and construction fencing being installed.
- Staff are beginning to meet with an asset management software representative to learn more about how the software tracks, organizes, and monitors facility equipment for maintenance and to extend its lifespan.
- Staff replaced 2,200 square feet of sod on the South Athletic Fields and completed a late-summer fertilization application across all athletic fields to support turf health, density, and overall field quality.
- Staff repainted the fire hydrants throughout Central Park and refreshed the curb markings in front of the Family Recreation Center.
- Exterior building repairs and painting are scheduled to begin on August 24.
- Preventive maintenance was performed on district equipment, including mowers, a tractor, and small utility vehicles.
- Park staff have been managing weed growth across all Park District sites, which has increased with heavy rains followed by hot weather.
- Davey Resource Group completed its stewardship visit at the Dean Nature Sanctuary and along Ginger Creek. Stewardship visits monitor site conditions, protect and promote the native plants, identify maintenance needs, and remove undesirable and invasive plant species.
- The Central Park Asphalt Maintenance bid was posted for crack filling, sealcoating, and restriping. One bid was submitted. Pricing was also obtained using The Interlocal Purchasing System (TIPS). See agenda history for more detail.

Aquatics

- The Star Guard Elite Agency completed the final two summer Audits for Splash Island and Swim Central. The July Audit received a four-star rating and August received a five-star rating reflecting a strong overall performance and compliance with established safety standards.
- The Stars Youth Swim Team hosted the Divisional Meet at the Family Recreation Center with over 70 swimmers from six local teams. Swimmers ranged between under 8, 9-10, 11-12, and 13 and over competing in all four strokes; butterfly, freestyle, backstroke, and breaststroke. The meet ended with the relays, which is always a fun time with family and friends cheering on all the swimmers. Congratulations to the Stars Swim Team, who came in second place overall. The Head Coach received compliments from coaches and spectators on providing a well-organized meet.

- The Illinois Department of Health conducted the annual summer facility inspection. The inspection evaluates the facility's compliance with state health and safety regulations, including water quality, sanitation, equipment, safety procedures, and required documentation. The inspection helps ensure the facilities are operating safely for the public and identifies any deficiencies or areas requiring correction action. Both Splash Island and Swim Central passed the inspection.

Facilities and Maintenance

- New Assistant Building Engineer Mazin Hamden is being on-boarded and is transitioning well into the maintenance department.
- Staff completed temporary repairs on leisure pool heaters #3 and #4. A new pool heater has been ordered and will be installed upon delivery in the coming days.
- Staff made several repairs around Swim Central: repairing the cargo net and chlorinator on Splash Island and monitoring the chemicals more frequently due to higher-than-normal rainfall.
- Staff have begun replacing failed LED drivers in the gymnasium's high-bay lighting. These repairs are performed early in the morning to avoid interrupting District programming.
- Several facility repairs have been made throughout the Family Recreation Center: shower and sink valve replacements, showerhead wands, and locker room hanger repairs.
- End-of-summer projects at the Family Recreation Center will include installing a new flooring surface in Fit Central's cardio and strength training area, refinishing the gymnasium floor, completing annual preventative maintenance on the basketball hoops, and cleaning the ABC Preschool carpets. These projects provide a welcoming and safe environment for families and participants.
- Staff are conducting first-round interviews for the daytime Lead Custodian position.
- The Health & Wellness Team hosted the August Lunch & Learn on Wednesday, August 12. Tai Chi Instructor Dr. Xiaoping led the class through a series of slow, controlled movements, breathing techniques, and balance postures to improve relaxation and overall well-being.



2026 Membership Package Data																				
	January					February					March					April				
	In District	Corporate	Out of District	Total	% In District with Corporate	In District	Corporate	Out of District	Total	% In District with Corporate	In District	Corporate	Out of District	Total	% In District with Corporate	In District	Corporate	Out of District	Total	% In District with Corporate
Central Park Campus	37	4	32	73	56%	38	4	33	75	56%	36	4	31	71	56%	36	3	30	69	57%
Family Recreation Center	688	159	986	1833	46%	684	164	985	1833	46%	670	164	1092	1926	43%	678	163	977	1818	46%
SilverSneakers	298		1224	1522	20%	291		1186	1477	20%	292		1178	1470	20%	295		1163	1458	20%
Renew Active	108		436	544	20%	107		421	528	20%	111		410	521	21%	111		404	515	22%
Total Memberships	1131	163	2678	3972	33%	1120	168	2625	3913	33%	1109	168	2711	3988	32%	1120	166	2574	3860	33%
	May					June					July					August				
	In District	Corporate	Out of District	Total	% In District with Corporate	In District	Corporate	Out of District	Total	% In District with Corporate	In District	Corporate	Out of District	Total	% In District with Corporate	In District	Corporate	Out of District	Total	% In District with Corporate
Central Park Campus	39	3	26	68	62%	41	3	27	71	62%	40	4	27	71	62%					
Family Recreation Center	689	164	977	1830	47%	663	162	1045	1870	44%	664	163	1028	1855	45%					
SilverSneakers	290		1154	1444	20%	290		1144	1434	20%	287		1128	1415	20%					
Renew Active	112		381	493	23%	107		383	490	22%	106		387	493	22%					
Total Memberships	1130	167	2538	3835	34%	1101	165	2599	3865	33%	1097	167	2570	3834	33%					
	September					October					November					December				
	In District	Corporate	Out of District	Total	% In District with Corporate	In District	Corporate	Out of District	Total	% In District with Corporate	In District	Corporate	Out of District	Total	% In District with Corporate	In District	Corporate	Out of District	Total	% In District with Corporate
Central Park Campus																				
Family Recreation Center																				
SilverSneakers																				
Renew Active																				
Total Memberships																				

2025 Membership Package Data																				
	January					February					March					April				
	In District	Corporate	Out of District	Total	% In District with Corporate	In District	Corporate	Out of District	Total	% In District with Corporate	In District	Corporate	Out of District	Total	% In District with Corporate	In District	Corporate	Out of District	Total	% In District with Corporate
Central Park Campus	33	1	35	69	49%	39	3	41	83	51%	38	1	38	77	51%	38	1	37	76	51%
Family Recreation Center	678	168	939	1785	47%	678	143	946	1767	46%	659	168	919	1746	47%	659	170	919	1748	47%
SilverSneakers	262		1095	1357	19%	273		972	1245	22%	287		1012	1299	22%	288		1038	1326	22%
Renew Active	99		377	476	21%	102		320	422	24%	104		342	446	23%	107		352	459	23%
Total Memberships	1072	169	2446	3687	34%	1092	146	2279	3517	35%	1088	169	2311	3568	35%	1092	171	2346	3609	35%
	May					June					July					August				
	In District	Corporate	Out of District	Total	% In District with Corporate	In District	Corporate	Out of District	Total	% In District with Corporate	In District	Corporate	Out of District	Total	% In District with Corporate	In District	Corporate	Out of District	Total	% In District with Corporate
Central Park Campus	38	1	37	76	51%	38	1	37	76	51%	39	1	36	76	53%	38	3	31	72	57%
Family Recreation Center	671	166	923	1760	48%	681	163	954	1798	47%	690	167	954	1811	47%	685	159	949	1793	47%
SilverSneakers	293		1058	1351	22%	295		1092	1387	21%	304		1119	1423	21%	310		1149	1459	21%
Renew Active	107		367	474	23%	109		380	489	22%	111		390	501	22%	114		396	510	22%
Total Memberships	1109	167	2385	3661	35%	1123	164	2463	3750	34%	1144	168	2499	3811	34%	1147	162	2525	3834	34%
	September					October					November					December				
	In District	Corporate	Out of District	Total	% In District with Corporate	In District	Corporate	Out of District	Total	% In District with Corporate	In District	Corporate	Out of District	Total	% In District with Corporate	In District	Corporate	Out of District	Total	% In District with Corporate
Central Park Campus	36	1	31	68	54%	38	1	32	71	55%	39	3	27	69	61%	39	4	30	73	59%
Family Recreation Center	673	151	954	1778	46%	687	153	956	1796	47%	698	160	963	1821	47%	701	158	970	1829	47%
SilverSneakers	316		1143	1459	22%	317		1194	1511	21%	321		1215	1536	21%	327		1263	1590	21%
Renew Active	114		438	522	22%	114		414	528	22%	114		418	532	21%	116		430	546	21%
Total Memberships	1139	152	2566	3857	33%	1156	154	2596	3906	34%	1172	163	2623	3958	34%	1183	162	2693	4038	33%



2026 First on the 1st Data				
	January	February	March	April
	In District	In District	In District	In District
Daily Fee	0	4	0	18
Central Park Campus	0	2	0	0
Family Recreation Center	3	2	3	1
	May	June	July	August
	In District	In District	In District	In District
Daily Fee	16	4	6	15
Central Park Campus	0	0	0	0
Family Recreation Center	7	4	4	5
	September	October	November	December
	In District	In District	In District	In District
Daily Fee				
Central Park Campus				
Family Recreation Center				

2025 First on the 1st Data				
	January	February	March	April
	In District	In District	In District	In District
Daily Fee		22	8	25
Central Park Campus		0	0	0
Family Recreation Center		1	0	0
	May	June	July	August
	In District	In District	In District	In District
Daily Fee	4	4	12	7
Central Park Campus	0	0	2	0
Family Recreation Center	3	3	6	5
	September	October	November	December
	In District	In District	In District	In District
Daily Fee	0	0	3	4
Central Park Campus	0	0	0	0
Family Recreation Center	2	7	7	6



2026 Swim Central Rental Data												
	January			February			March			April		
	In District	Out of District	Revenue	In District	Out of District	Revenue	In District	Out of District	Revenue	In District	Out of	Revenue
Pool Parties	4	21	\$ 13,169.00	3	19	\$ 11,358.00	2	25	\$ 14,256.00	3	18	\$ 11,279.00
Private Rentals	1	6	\$ 7,150.00	0	2	\$ 2,612.50	0	6	\$ 6,800.00	0	4	\$ 4,450.00
Scout Swims	0	2	\$ 450.00	0	1	\$ 125.00	0	3	\$ 840.00	0	3	\$ 350.00
Group Swims	1	1	\$ 380.00	0	2	\$ 490.00	0	2	\$ 700.00	0	1	\$ 250.00
Cabana Rentals	n/a	n/a	\$ -	n/a	n/a	\$ -	n/a	n/a	\$ -	n/a	n/a	\$ -
Total	6	30	\$ 21,149.00	3	24	\$ 14,585.50	2	36	\$ 22,596.00	3	26	\$ 16,329.00
	May			June			July			August		
	In District	Out of District	Revenue	In District	Out of District	Revenue	In District	Out of District	Revenue	In District	Out of	Revenue
Pool Parties	0	23	\$ 12,835.00	3	10	\$ 6,874.00	2	17	\$10,431.00			
Private Rentals	2	1	\$ 2,040.00	2	4	\$ 6,822.00	2	3	\$7,032			
Scout Swims	0	1	\$ 175.00	0	1	\$ 150.00	0	1	\$150			
Group Swims	0	2	\$ 260.00	0	4	\$ 3,200.00	0	8	\$8,168			
Cabana Rentals	0	0	\$ -	0	1	\$ 250.00	0	2	\$500.00			
Total	2	27	\$ 15,310.00	5	20	\$ 17,296.00	4	31	\$ 26,281.00			
	September			October			November			December		
	In District	Out of District	Revenue	In District	Out of District	Revenue	In District	Out of District	Revenue	In District	Out of	Revenue
Pool Parties												
Private Rentals												
Scout Swims												
Group Swims												
Cabana Rentals												
Total												
FY 26-27	Summer			Fall			Winter/Spring					
	In District	Out of District	Revenue	In District	Out of District	Revenue	In District	Out of District	Revenue			
Group Lessons	98	232	\$ 40,547.52	9	0	\$21,636						
Private Lessons	79	41	\$28,198.65	11	0	\$11,196						
Total	177	273	\$ 68,746.17	20	0	\$ 32,832.00						
FY 26-27	Summer Team			Fall & Winter Team								
	In District	Out of District	Revenue	In District	Out of District	Revenue						
Stars Swim Team	12	15	\$ 5,976.17	3	13	\$5,700						

[illegible][illegible]

Unfinished Business



Oak Brook Park District

BOARD MEETING

AGENDA ITEM –HISTORY/COMMENTARY

ITEM TITLE: CENTRAL PARK ASPHALT MAINTENANCE BID

AGENDA No.: 8A

MEETING DATE: AUGUST 17, 2026

STAFF REVIEW: Superintendent of Parks & Maintenance, Jake Stachowiak:

RECOMMENDED FOR BOARD ACTION: Executive Director, Laure Kosey:

ITEM HISTORY (PREVIOUS PARK DISTRICT BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, COMMITTEE ACTION, OTHER PERTINENT HISTORY): The parking lots and driveway areas surrounding the Family Recreation Center and North Athletic Fields Parking Lot require routine asphalt maintenance. The work consists of filling cracks in the pavement, followed by applying two coats of sealer to the paved areas, and finally re-striping the pavement for parking. This maintenance is important to extend the life of the asphalt.

The bid was advertised made publicly available and distributed to pavement contractors from July 13 through July 28, 2026. No bids were received at the July 28 bid opening. The Park District subsequently immediately rebid the project, distributing the bid documents to ten pavement contractors from July 30 through August 8, 2026.

ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS):
The Park District received one bid and one proposal through the TIPS purchasing cooperative for this project.

A&A Paving and Concrete	\$37,798.11
Firemen Asphalt and Seal Coating, LLC	\$47,985.00

The budget for the project is \$42,000.

Following review of the submissions, staff recommend accepting the proposal from A&A Paving and Concrete in the amount of \$37,798.11 through the TIPS contract #24010401.

Action Proposed:

A Motion (and a Second) to accept the bid from A&A Paving and Concrete under the TIPS contract # 24010401 and to approve an agreement between the Park District and A&A Paving and Concrete for a total cost not-to-exceed \$37,798.11.



Date: Monday, August 10, 2026

Proposal # 2026-1179

Submitted To: Jake Stachowiak Oak Brook Park District 1450 Forest Gate Rd. Oak Brook, IL 60523 USA Contact Information: Phone: (630) 645-9575 Mobile: (630) 270-4654 E-mail: jstachowiak@obparks.org	Site Description: # S127793 Central Park Asphalt Maintenance 1450 Forest Gate Rd. Oak Brook, IL 60523 Site Contact: Site Phone: Site Email:	Prepared By: Mike Machowski Contact Information: Mobile: 847-269-5055 Office: (630) 529-2500 E-mail: mike@aapaving.net Project Manager: Mobile: Email:
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A&A PAVING CONTRACTORS, INC. TIPS # 24010401
Work is bid to be completed in 2 Phases / 1 Phase Per Day

Qty	Proposed Solution
8,500 LnFt	<u>Area 1: Weekday Crack Sealing</u> Cracks will be cleaned of weeds and dirt prior to installing the crack sealant using wire brooms and forced air blowers. Hot rubberized crack sealant will be pumped into the crack through a heated hose and wand system followed by a “V” squeegee to remove any surplus material. Previously sealed cracks that have reopened will be resealed. <u>Cracks will not be sealed in "alligatored" areas.</u>
140,000 Sq. Ft.	<u>Area 1: Weekday Sealcoating - 2 Coats: 3,112 Gallons</u> The pavement area shall be thoroughly cleaned of all dirt and debris using power cleaning equipment. Excessive oil spots will be cleaned and prepared using Tarloc MPC Primer to help prevent bleeding through the fresh sealer. Apply 2 heavy duty coats of asphalt emulsion sealer, reinforced with 2 pounds of silica sand per gallon and fortified with Tarmax Liquid Rubber Additive. Layout and stripe all pavement markings the same as the existing layout using Federal Specification Traffic Paint.
2,000 LnFt	<u>Area 2: Weekday Crack Sealing</u> Cracks will be cleaned of weeds and dirt prior to installing the crack sealant using wire brooms and forced air blowers. Hot rubberized crack sealant will be pumped into the crack through a heated hose and wand system followed by a “V” squeegee to remove any surplus material. Previously sealed cracks that have reopened will be resealed. <u>Cracks will not be sealed in "alligatored" areas.</u>



19,000 Sq. Ft.

Area 2: Weekday Sealcoating - 2 Coats: 423 Gallons

The pavement area shall be thoroughly cleaned of all dirt and debris using power cleaning equipment. Excessive oil spots will be cleaned and prepared using Tarloc MPC Primer to help prevent bleeding through the fresh sealer. Apply 2 heavy duty coats of asphalt emulsion sealer, reinforced with 2 pounds of silica sand per gallon and fortified with Tarmax Liquid Rubber Additive.

Layout and stripe all pavement markings the same as the existing layout using Federal Specification Traffic Paint.

1,600 LnFt

Area 3: Weekday Crack Sealing

Cracks will be cleaned of weeds and dirt prior to installing the crack sealant using wire brooms and forced air blowers. Hot rubberized crack sealant will be pumped into the crack through a heated hose and wand system followed by a "V" squeegee to remove any surplus material. Previously sealed cracks that have reopened will be resealed. Cracks will not be sealed in "alligatored" areas.

69,500 Sq. Ft.

Area 3: Weekday Sealcoating - 2 Coats: 1,545 Gallons

The pavement area shall be thoroughly cleaned of all dirt and debris using power cleaning equipment. Excessive oil spots will be cleaned and prepared using Tarloc MPC Primer to help prevent bleeding through the fresh sealer. Apply 2 heavy duty coats of asphalt emulsion sealer, reinforced with 2 pounds of silica sand per gallon and fortified with Tarmax Liquid Rubber Additive.

Layout and stripe all pavement markings the same as the existing layout using Federal Specification Traffic Paint.

Project Total: **\$37,798.11**

SERVICE TERMS By signing this proposal, you are hereby authorizing A&A Paving to proceed with the work as identified in this proposal and fully accept the terms and conditions hereto. If contracted amount exceeds \$15,000.00, a deposit of 1/3rd of the project price is required within 10 days of the acceptance of this proposal which will ensure placement on the work schedule.

This proposal may be withdrawn at our option if not accepted within 15 days of Aug 10, 2026

Pavement Consultant Mike Machowski

Accepted Authorized Signature



Date _____

TERMS, CONDITIONS & WARRANTY

A & A Contractors. hereafter referred to as "A&A"

- **Volatile Material Market:** Material costs ARE NOT LOCKED IN for this proposal however our labor, equipment and profit costs are, should material costs greatly increase prior to the project starting, the contract sum shall be equitably adjusted by a "MATERIAL INCREASE SURCHARGE" at billing. Client shall be notified of any material increase prior to our work commencing and shall have the option to cancel the contract due to the increased cost.
- **Contract Documents:** This proposal is based on current costs and is subject to change or cancellation if not accepted within 15 days. Proposals and Contracts accepted by the Client and not performed, at the Client's request or delayed in permitting, within forty five (45) days of acceptance, may be subject to price changes, by means of a change order, to cover fluctuations in material, labor and/or other contract costs since proposal date
- **Payment Terms:** If contracted amount exceeds \$15,000.00, a deposit of 1/3 of the project price is required within 10 days of the acceptance of this proposal which will ensure placement on the work schedule. Full payment is due upon completion of work. Unpaid balances will accrue a late fee of 1.5% per month until paid in full. Customer agrees to pay a 25% processing & handling fee in the event the customer cancels the project prior to the start of it.
- **Permits and Fees:** This proposal excludes the cost of all Permits, Village/County Fees, Bonds or plans required. A&A shall pass on all Permit Fees and Costs in addition to a \$95 permit processing and handling fee.
- **Asphalt & Concrete Warranty & Exclusions:** Fully covering labor, and materials against breakup for a period of 1 year. Asphalt warranty excludes base or sub-base failure, damage from sharp pointed objects, drippings from gas and oils, asphalt surface texture differences due to hand raking, tree root damage, power steering tire marks, damage to or around improperly anchored retaining walls, damage to unmarked private utilities (sprinkler, lighting, etc.) and failure of pavement surrounding repaired areas. Drainage, water ponding or retention in repaired areas, surrounding areas or pre-existing areas where the natural slope is less than 2.0% (2.4 inches per 10 feet) is also excluded from warranty. Concrete warranty excludes shrinkage cracks, surface scaling due to salt/deicers, and heaving and damage due to base/sub-grade failure. Warranty is void if Client requests A&A to deviate from industry standard practice and procedure (e.g. install over unstable base) or payments are not made as stipulated. Material quantities are estimates; actual installed quantities may vary by up to $\pm 5\%$ due to normal field conditions.
- **Sealcoat Warranty & Exclusions:** We will guarantee sealcoating (Coal Tar only) from chipping and peeling for a period of 1 year. Sealcoating and crack sealing warranty excludes normal wear of product, adherence of sealer to oil spots or greasy areas, tree sap, settling or expansion of cracks, and damage caused by excessive moisture or third parties (snow plow/sand contractors, etc.). All warranty requests and subsequent repairs apply only to failed and affected areas (e.g. re-sealing only of affected areas). Warranty does not cover white or brown discoloration caused by ground water seepage or salt bleed through in badly cracked or alligatored areas. Asphalt Emulsion sealer is not warranted through the winter against fading from salting.
- **Additional Cost for Certain Conditions:** If A&A encounters any of the following: subsoil or base that is unstable, base that does not meet Village Code or is saturated with water, any pavement depth that is greater than specified, weak or brittle areas after milling the pavement, presence of petromat fabric interlayer, or if a private utility locator is required, then additional charges will apply in order to continue with the contracted work.
- **Work Accessibility:** Contract price is based on A&A and/or their sub-contractors' ability to perform work under this Contract. In event the work area is not accessible (sprinklers on, cars in lot, service providers in work area, etc.), an additional mobilization cost will be charged. In the case of inclement weather, A&A shall not be held liable for delays in completion of project, re-scheduling of work will be at a future date that is mutually agreeable.
- **Cleaning Expense:** The Client understands that the work called for in this agreement can be a messy process. A&A shall take precautions through barricading and signage but is not responsible for damages (staining of concrete, tracking, soiling of carpets etc) caused by persons other than A&A employees. In the event such cleaning is required, there will be additional charges for this service.
- **Landscape Repair:** Any type of landscape restoration, seeding or repairing of sprinkler systems are NOT included in this proposal.
- **Indemnification:** A&A agrees to indemnify and hold harmless Owner and/or Property Manager for any damage, claim or liability directly related to any defect associated with the work performed by A&A within the one year warranty period. Owner and/or Property Manager agree to indemnify and hold A&A harmless for any damage, claim, or liability within the control of the Owner or Property Manager including, but not limited to any condition on the property that is beyond the control of and/or outside the scope of the services provide by A&A, such as lighting, drainage, topography, cracking or deterioration of asphalt surfaces that are not repaired by A&A, uneven surfaces, lips, uneven or cracked concrete or other trip and fall hazards.
- **Arbitration of Disputes and Payment of Attorneys' Fees and Costs:** All disputes related to this Agreement shall be submitted to binding arbitration under the rules of the American Arbitration Association. One arbitrator shall be used in the arbitration process. The prevailing party in such arbitration, or in any other legal action related to this contract, shall recover all costs, expenses, and attorneys' fees from the non-prevailing party.
- **Ambiguities:** This Agreement is not a "standard form contract." Each party has participated in the negotiations leading to this document. Any presumption that an ambiguity in this Agreement should be construed against the drafting party is hereby waived. These "additional terms" supersede any conflicting terms in any other documentation.
- **Subcontract and Assignment:** All, or portions of, the work described herein may require subcontracted services to complete. A&A reserves the right to assign all, or portions of, this contract as necessary in order to meet the obligations of this agreement however A&A project managers will still oversee the project.

Customer Initial _____ Date _____

Oak Brook Park District

CENTRAL PARK ASPHALT

MAINTENANCE

Bid Packet



Jake Stachowiak, Superintendent of Parks &
Maintenance 630-645-9575
jstachowiak@obparks.org

Laure Kosey, Executive Director
630-645-9535
lkosey@obparks.org

July 30, 2026

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INVITATION TO BID
OAK BROOK PARK DISTRICT
Central Park Asphalt Maintenance Bid

The Oak Brook Park District (the “District”) is accepting bids for the Central Park Asphalt Maintenance Bid.

Specifications and Contract Documents may be obtained beginning July 30, 2026, at the Administrative Office at the District’s Family Recreation Center, 1450 Forest Gate Road, Oak Brook, IL 60523, Monday - Friday, 9:00 a.m. – 5:00 p.m., or in PDF format at the District’s website: <https://www.obparks.org/bids-rfps>.

Each bid must be placed in a sealed opaque envelope with the Bidder’s name, the date and time of the bid deadline and marked “**Sealed Bid**: – Oak Brook Park District Central Park Asphalt Maintenance Bid,” and addressed to the Oak Brook Park District, 1450 Forest Gate Road, Oak Brook, IL 60523, **Attention: Executive Director**. Bids will be received until 11:00 a.m. on August 10, 2026, at which time the bid proposals will be publicly opened and read aloud at the District’s Administrative Office, located at the District’s Family Recreation Center, 1450 Forest Gate Road, Oak Brook, IL 60523.

The Oak Brook Park District Board of Park Commissioners reserves the right to waive all technicalities, to accept or reject any or all bids, to accept only portions of a proposal and reject the remainder without disclosure for any reason. Failure to make such a disclosure will not result in accrual of any right, claim or cause of action by any Bidder against the Oak Brook Park District.

Bids shall not include federal excise tax or state sales tax for materials and equipment to be incorporated in, or fully consumed in the performance of, the work. An Exemption Certificate will be furnished by the Oak Brook Park District on request of the Bidder, for use in connection with this project only.

The Work of this Project is subject to the Illinois *Prevailing Wage Act*, 820 ILCS 130/0.01 *et seq.* A prevailing wage determination has been made by the District, which is the same as that determined by the Illinois Department of Labor for public works projects in DuPage County. The Contract entered into for the Work will be drawn in compliance with said law and proposals should be prepared accordingly and provide for payment of all laborers, workmen, and mechanics needed to perform the Work at no less than the prevailing rate of wages (or the prevailing rate for legal holiday and overtime work) for each craft, type of worker, or mechanic.

All bid proposals must be accompanied by a bid bond or bank cashier’s check payable to the Oak Brook Park District for ten percent (10%) of the amount of the bid as provided in the Instructions to Bidders. No proposals or bids will be considered unless accompanied by such bond or check.

The Contractor selected will also be required to comply with all applicable federal, state and local laws, rules, regulations and executive orders including but not limited to those pertaining to equal employment opportunity.

The District encourages women and minority business firms to submit bids and encourages bidders to utilize minority businesses for supplies, equipment and services.

Laure Kosey, Executive Director
Oak Brook Park District

**INSTRUCTIONS TO BIDDERS
OAK BROOK PARK DISTRICT
CENTRAL PARK ASPHALT MAINTENANCE BID**

INSTRUCTIONS TO BIDDERS

The Oak Brook Park District and Owner are one and the same.

The words "Contractor" and "Bidder" shall mean the party bidding for or entering the Contract for the performance of the Work covered by the written Specifications and Drawings, and his/her legal representatives or authorized agents.

A. BID DOCUMENTS

1. Bid Documents for this Project will be available for examination and can be obtained from the Oak Brook Park District, 1450 Forest Gate Road, Oak Brook, IL 60523 (the "District"), Monday - Friday, 9:00 a.m. – 5:00 p.m., or in PDF format at the District's website: <https://www.obparks.org/bids-rfps>.
2. A pre-bid meeting will not be held for this Project. Please contact Jake Stachowiak at jstachowiak@obparks.org with any questions on this Project.

B. BID FORM

1. Each bid shall be made on the "Bid Form" furnished by the District. The Bid Form shall be executed properly and all writing, including all signatures, shall be with black ink. Failure to use the Bid Form provided could result in rejection of the bid.
2. All applicable blank spaces on the "Bid Form" shall be fully completed, including the List of Subcontractors and the Bidder's Reference List, and all amounts shall be in words as well as in figures where applicable.
3. The bid shall bear the legal name of the business organization. The signatures shall be in longhand and executed by a duly authorized official of the Bidder's organization and the name of the official and title shall be typed below the signature.
4. Erasures, interlineations, corrections, or other changes on the "Bid Form" shall be explained or noted over the signature of the Bidder. No bid submitted with deviations or reservations from the full contract called for will be considered.
5. Bidders' prices are to include the delivery of all materials; including plant, equipment, supplies, tools, scaffolding, transportation, insurances, any required bonds, warranties, and all other items and facilities, and the performance of all labor and services, necessary for the proper completion of the Work except as may be otherwise expressly provided in the Contract Documents. Bids shall not include federal excise tax or state sales tax for materials to be incorporated in, or totally consumed in the prosecution of,

the Work. An exemption certificate will be furnished by the Park District upon request of the Bidder.

6. Bidder must acknowledge all Addenda received in the spaces provided on the Contractor Bid Form. By submitting a bid, Bidder indicates that all considerations issued by Addendum are incorporated in the bid.
7. Attached to the Bid Form will be the Contractor's Compliance and Certification Attachment/ Substance Abuse Prevention Program Certification regarding the Bidder's compliance with applicable laws. **Failure of a Bidder to complete/submit a required certification shall be the basis for immediate rejection of that Bidder's bid.** The certification of the successful Bidder shall become a part of the Contract with the Park District.
8. The bids shall be sealed in an opaque envelope, marked with the name of the Bidder, the date and time of the bid, and addressed as follows:

Sealed Bid: Central Park Asphalt
Maintenance Bid
Oak Brook Park District
1450 Forest Gate Road
Oak Brook, IL 60523
9. Bid documents shall be delivered or mailed in time for delivery to the foregoing address no later than August 10, 2026 at 11:00 a.m.. Oral bids or oral modifications to bids will not be considered. It is the sole responsibility of the Bidder to see that his bid is received in proper time. **No faxed or e-mail bid or modification of a bid will be considered.** The Park District is not responsible for the premature opening of bids not marked as required. Any bid opened prematurely due to the failure of the Bidder to mark the envelope in accordance with these Bid Documents will be considered non-responsive.
10. No bid can be withdrawn prior to the opening of the bids unless a written request for any such withdrawal, showing good cause for said withdrawal, is first delivered to the District at the foregoing address prior to commencement of the opening of bids. No Bidder may withdraw a bid after opening of the bids.
11. Bids will be publicly opened on the due date.

C. REQUIREMENTS OF BIDDERS

Bidders must be able to demonstrate that they: 1) have experience in performing and have successfully performed and are still actively engaged in performing work similar in kind and scope to the Work of the Project; and 2) are able to show that they have adequate laborers and materials to successfully complete the Work as indicated in the Bid Documents and within the time required by the Bid Documents. The Contractor shall not have been debarred or determined ineligible for public contracts by any governmental agency.

The following information must be attached to the bid proposal. Failure to do so may result in disqualification of the Bidder.

1. On a separate sheet, list all projects your organization has in progress, giving the name of the project, project description, project address, owner and telephone number, contract amount, percent complete, and scheduled completion date.
2. On the Bidder's Reference List form provided herein, list at least three (3) projects your organization has completed in the past five (5) years, which are comparable in scope, giving the name of the project, project description, project address, owner and telephone number.
3. On the List of Subcontractors form provided herein, provide a list of anticipated subcontractors, if any, including their firm names, addresses and telephone numbers. All subcontractors to be used shall be approved by the Owner. If the Contractor subcontracts any part of the Work for this project, the Contractor shall not under any circumstances be relieved of his liabilities and obligations; any subcontractor for this project will be recognized only in the capacity of an employee of the Contractor.
4. On a separate sheet, list all administrative proceedings and litigation filed by or against Bidder in the past five (5) years, including the name and case number, name/jurisdiction of the court or administrative agency, and a summary of each claim/case, including current status and if no longer pending, the disposition. The foregoing includes but is not limited to information regarding any proceedings and actions taken by any governmental agency to debar or disqualify the Bidder from bidding on public contracts, including the name of the agency initiating the proceeding/action, the nature of the proceeding/action, the claimed basis for the proceeding/action and the current status or disposition of the proceeding/action.

Other required submittals include: Bid Form; Contractor's Compliance and Certification Attachment/ Substance Abuse Prevention Program Certification. **Failure of a Bidder to complete/submit these documents shall be the basis for immediate rejection of that Bidder's bid.**

The Park District reserves the right to require of any Bidder such information to verify the Bidder's qualifications and financial status and to withhold formal signing of the contract until such information is received.

D. MODIFICATION OF BIDS

Any Bidder may modify his bid by written notice (signed by the Bidder) at any time prior to the scheduled closing time for receipt of bids, provided that such written notice is received by the District prior to the closing time. Modifications of bid submittals sent by facsimile will not be permitted.

E. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

Each Bidder shall visit the site(s) of the proposed Work and fully acquaint himself with conditions, as they exist, and shall undertake such additional inquiry and investigation as he shall deem necessary so that he may fully understand the requirements, facilities, possible difficulties and restrictions attending the execution of the Work under the Contract. Bidder shall thoroughly examine and be familiar with all of the Bid Documents including, but not limited to, the Drawings and the written Specifications. Any conflicts or discrepancies found between or among Bid Documents including, but not limited to, the Drawings and written Specifications and the site conditions, or any errors, omissions or ambiguities in the Drawings or written Specifications shall be immediately reported to the Park District and written clarification requested prior to submission of a bid.

The failure or omission of any Bidder to obtain, receive or examine any form, instrument, or information or to visit the Project site(s), and become knowledgeable with respect to conditions there existing, or to seek needed clarification shall in no way relieve any Bidder from any obligations with respect to his bid. By submitting a bid, the Bidder agrees, represents and warrants that he has undertaken such investigation as he deemed necessary, has examined the site(s) and the Bid Documents, has obtained all needed clarifications and where the Bid Documents indicate in any part of the Work, that a given result be produced, that the Bid Documents are adequate and the required result can be produced as indicated in the Specifications and Drawing(s). Once the award has been made, failure to have undertaken and completed the foregoing tasks shall not be cause to alter the original Contract or to request additional compensation.

F. ACCEPTANCE OR REJECTION OF BIDS

The Park District may accept the bid of, and award the contract for the Work to, the lowest responsive and responsible Bidder as determined by and in the sole discretion of the Park District.

The Owner reserves the right to (1) reject all bids; (2) reject only certain bids which are non-conforming or non-responsive to the bid requirements; (3) accept only a portion, part or specific items of Work of all and reject others, as the Owner shall in its sole discretion determine to be in its best interest; and/or (4) award the Contract to the responsible Bidder submitting the lowest bid responsive to the bidding requirements. No bid will be accepted from or Contract awarded to any person, firm or corporation that is in arrears or is in default to the Park District upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said Park District or that has failed to perform faithfully any previous contract with the Park District.

In the event of a rejection of a portion, part, or certain items of Work of all bids, the bid of each Bidder shall automatically be deemed reduced by the amount of such rejected part or item at the unit price or other cost designated therefore by that Bidder on its submitted Contractor Bid Form. The successful Bidder so selected may not refuse to enter into a Contract with the Owner on the basis that the Owner awarded a Contract for less than all

portions or items of the Work specified in the Bid Documents. The Oak Brook Park District Board of Park Commissioners reserves the right to waive any technicalities or irregularities, and to disregard any informality on the bids and bidding, when in its opinion the best interest of the Park District will be served by such actions and in accordance with applicable law.

G. SURETY

All bids must be accompanied by a bid bond or bank cashier's check payable to the Oak Brook Park District for ten percent (10%) of the amount of the bid and drawn on a responsive and responsible bank doing business in the United States. All bids not accompanied by a bid security, when required, will be rejected.

The bid security of all except the three (3) lowest responsive and responsible Bidders will be returned after the decision to accept or reject bids by the Oak Brook Park District Board of Park Commissioners. The bid security of the successful Bidder will be returned after acceptance by the Park District of an acceptable certificate of insurance naming the Oak Brook Park District as the certificate holder and as additional insured, and the successful Bidder has executed and returned to the Park District the Contract for the Work presented by the Park District.

The failure of the successful Bidder to enter into the Contract and supply the required evidence of insurance within ten (10) days after the Contract is presented for signature, or within such extended period as the Park District may grant, shall constitute a default, and the Park District may either award the Contract to the next responsible Bidder, or re-advertise for bids. In the event of a default, the Owner need not return the defaulting Bidder's bid surety and may charge against the defaulting Bidder for the full difference between the amount for the bid and the amount for which a Contract for the Work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the defaulting Bidder's bid surety, provided that the District's retention of the bid guarantee shall not preclude the District from holding the Bidder fully liable for any and all damages which are in excess of said partial liquidated damages, and which shall otherwise be incurred by the District, including reasonable attorneys' fees, arising from the Bidder's failure to enter into said Contract and to deliver the same back to the District within said ten (10) day period.

H. WITHDRAWAL OF BID

Bidders may withdraw or cancel their bids at any time prior to the advertised bid opening time by signing and submitting a request for said withdrawal. After the bid opening time, no bid shall be withdrawn or canceled for a period of sixty (60) calendar days.

I. ACCEPTANCE AND CONTRACT

Owner will award the Contract to the lowest most responsible and responsive Bidder, as determined by Owner. In considering the Bidder's responsibility, the Owner may evaluate, among other factors, the ability of the Bidder to provide experienced labor sufficient in

numbers to timely and properly complete the services, conformity with the Specifications, serviceability, quality, and the financial capability of the Bidder, and the performance of the Bidder on other projects.

The Owner shall have the right to accept Alternates in any order or combination, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

Bids will be awarded to one Bidder for the entire Project or to any series of Bidders for an appropriate proportion of the Project. If specified in the Bid Form, awards will be based upon the submitted unit prices.

The acceptance of a bid will be by a Notice of Award, signed by a duly authorized representative of the Park District; no other act by the Park District shall constitute the acceptance of a bid. The acceptance of a bid by the Park District shall bind the successful Bidder to execute and perform the Work of the Contract. The successful Bidder to whom the Contract is awarded by the Park District shall sign and deliver to the Park District for execution by the Park District all required copies of the Contract, along with all required insurance and surety documents within ten (10) days after presentation to him of the Contract for signature. In case the Bidder shall fail or neglect to do so, he will be considered as having abandoned the Contract, and as being in default to the Owner. The Owner may thereupon re-advertise or otherwise award said Contract and forfeit the Bid Security.

The Invitation to Bid, Instructions to Bidders, General Conditions, Supplementary and/or Special Conditions, if any, Drawings, Specifications, Contractor Bid Form, Addenda, if any, Contractors Compliance and Certifications Attachment, and Substance Abuse Certification and the Prevailing Wage Determination and Supersedes Notice comprise the Bid Documents. The Bid Documents, together with the Agreement for Asphalt Services, substantially in the same form included in these Bid Documents, and proof of insurance comprise the Contract Documents.

J. INTERPRETATION OF THE CONTRACT DOCUMENTS

The Park District shall in all cases determine the amount or quantity of the several kinds of Work which are to be paid for under this Contract, and shall decide all questions which may arise relative to the execution of the Contract on the part of the Contractor, and all estimates and decisions shall be final and conclusive. The Park District shall have the right to make alterations in the lines, grades, plans, forms, or dimensions of the Work herein contemplated either before or after the commencement of the Work. If such alterations diminish the quantity of the Work to be done, they shall not constitute a claim for damage or for anticipated profits on the work dispensed with, or if they increase the amount of Work, such increase shall be paid according to the quantity actually done and at the price or prices stipulated for such Work in the Contract. The Park District reserves the right to approve, an equal to or superior to product or equipment required under the Specifications, or to reject as not being and equal to or superior to the product or equipment required under the Specifications. If the Bidder is in doubt as to the interpretation of any part of the Bid

Documents, or finds errors, discrepancies or omissions from any part of the Contract Documents, he must submit a written request for interpretation thereof not later than five (5) days prior to opening of bids to the Park District. Address all communications to Jake Stachowiak, jstachowiak@obparks.org. If an error or omission is discovered in the Bid Documents after the bid opening, the Park District reserves the right: i) to determine whether to require the submission of new bids; or ii) if the error or omission is of such a nature that it was reasonably discoverable upon a careful review of the Bid Documents, to award the Contract to the lowest responsive and responsible Bidder as determined by the Park District and to require that Contractor to perform the Work in accordance with an issued correction by the Park District and for the amount bid by the Contractor. Such decisions are final and not subject to recourse. Errors and omissions made by the Bidder cannot be corrected after the bid opening.

K. ADDENDA

Any interpretation, correction to, or addition to the Bid Documents will be made by written Addendum and will be delivered by mail or fax to each prime Bidder of record. The written Addenda constitute the only interpretations of the Bid Documents; the Park District accepts no responsibility for any other claimed interpretations or communications.

It is the responsibility of each Bidder to verify that he has received all Addenda prior to submitting a bid. It is also the responsibility of each Bidder to verify that all subcontractors and material suppliers whose prices are incorporated in the Bidder's bid are familiar with the Bid Documents in their entirety, including all Addenda issued up to the time of bid opening.

In the event a conflict or omission is discovered in the Bid Documents after the issuing of the last Addendum such that an interpretation cannot be issued by the Park District prior to bidding, the Bidder is directed to estimate on and provide the quantity and quality of material and labor consistent with the overall represented and indicated Work so as to provide all materials, equipment, labor, and services necessary for the completion of the Work in accordance with the Bid Documents.

L. SUBSTITUTIONS DURING BIDDING

Unless otherwise indicated, the use of brand names in the Specifications is used for the purpose of establishing a grade or quality. Bidders proposing to use an alternate that is equal to or superior to in every respect to that required by the Specifications must request approval in writing to the Park District at least seven (7) business days prior to the bid opening and mark the item as 'or approved equal'.

Additionally, Bidders requesting approval for use of an alternate must provide certification by the manufacturer that the substitute proposed is equal to or superior in every respect to that required by the Contract Documents, and that its in-place performance will be equal to or superior to the product or equipment specified in the application indicated. The Bidder, in submitting the request for substitution, waives the right to additional payment

or an extension of Contract Time because of the failure of the substitute to perform as represented in the request for substitution.

The Park District may request additional information or documentation necessary for evaluation of the request for substitution. The Park District will notify all Bidders of acceptance of the proposed substitute by means of an Addendum to the Bid Documents. Park District's approval of a substitute during bidding does not relieve the Contractor of the responsibility to submit required shop drawings and to comply with all other requirements of the Contract Documents, including but not limited to proper performance of all components of the Work and suitability for the uses specified.

Bids proposing alternates not previously approved by the Park District will be considered non-responsive and rejected. The Park District reserves the right to determine whether a substituted selection, in its judgment, is equal to or better quality and therefore an acceptable alternate. Such decisions are final and not subject to recourse.

**CONDITIONS OF THE CONTRACT
OAK BROOK PARK DISTRICT
CENTRAL PARK ASPHALT
MAINTENANCE BID**

GENERAL CONDITIONS

The General Conditions are included in the Agreement for Asphalt Services, substantially in the same form included in these Bid Documents and include the following:

1. COMMENCEMENT AND COMPLETION DATE

The Work for the Contract shall commence on August 31, 2026, or on such other date as may be agreed upon by the parties. Contractor shall achieve Final Completion of the Project on or before October 9, 2026, unless otherwise extended by agreement of the parties pursuant to the General Conditions.

2. USE OF THE PARK SITES

The Contractor shall confine all equipment, the storage of materials and the operations of its workers, to limits indicated by law, ordinances, permits, or directions of the Owner and shall not unreasonably encumber the site with such materials. The site shall not be utilized for the storage of vehicles, materials, equipment, or fixtures not intended for the Work to be performed.

3. COOPERATION WITH UTILITIES

The Contractor shall notify all utility companies, public and private, as necessary in advance of commencing performance of the Work. The responsibility for moving water lines, gas lines, wire lines, service connections, water and gas meter boxes, water and gas valve boxes, light standards, cable ways, signals and all other utility appurtenances which are within the limits of the proposed construction will be assumed by the Contractor, at no additional compensation.

The Contractor shall verify the location of all utilities prior to the start of construction and shall be responsible for the preservation of existing utility installation and the cost of providing precautionary supports, braces, etc. to insure against damage to said utility installation.

The cost to repair and replace any new or existing utilities damaged will be paid for by the Contractor.

It is understood and agreed that the Contractor has considered in its bid all of the permanent and temporary utility appurtenances in their present or relocated positions and that no additional compensation will be allowed for delays, inconvenience, or damage sustained by the Contractor, due to any interference from the said utility appurtenances or the

operation of moving them either by the utility company or by the Contractor, or on account of any special construction methods required in performing the Work due to the existence of said appurtenances whether in their present or relocated positions.

4. PROTECTION OF PROPERTY -SAFETY RESPONSIBILITY

In accordance with the Specifications, the Contractor shall protect all existing property and improvements within the Project site and those adjacent to the Owner's property in a manner agreed upon between the Owner and Contractor. The Contractor shall be responsible for the repair cost of any damage created by its operations or the operations of any subcontractors.

Contractor shall comply with State and Federal regulations as outlined in the latest revision of the Federal Construction Safety Standards and with applicable provisions and regulations of Occupation Safety and Health Administration (OSHA), Standards of the William-Steiger Occupational Health and Safety Act of 1970 (revised). The Contractor and Owner shall each be responsible for their respective agents and employees.

The Contractor shall be obligated to indemnify, hold harmless and protect the Owner, its officers, employees and agents, from any actions or suits instituted as a direct or indirect result of any injury or damage consequent upon any failure to use or misuse by the Contractor, its agents and employees and any subcontractor, its agents and employees, of any ladder, support or other mechanical contrivance erected or constructed by any person or any or all kinds of equipment whether or not Owner or furnished by the Owner.

5. INSURANCE

BIDDER'S ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT THE BIDDER CONFER WITH ITS INSURANCE CARRIER REGARDING THESE REQUIREMENTS. FAILURE TO MEET THESE REQUIREMENTS IS CAUSE FOR CANCELLATION OF THE CONTRACT.

The successful Bidder shall obtain insurance of the types and in the amounts listed below.

a. Commercial General and Umbrella Liability Insurance

The successful Bidder shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 04 13, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury

and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). The District, its elected and appointed officials, employees, agents and volunteers shall be included as an additional named insured under the CGL, using ISO additional insured endorsement CG 20 26 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to District. Any insurance or self-insurance maintained by the District shall be deemed excess of such bidder's insurance and shall not contribute with it.

b. Business Auto and Umbrella Liability Insurance

The successful Bidder shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

c. Workers Compensation Insurance

The successful Bidder shall maintain workers compensation and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

Such Bidder waives all rights against District and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to such Bidder's activities.

d. General Insurance Provisions

i. Evidence of Insurance: The successful Bidder shall furnish the District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days' written notice to the District prior to the cancellation or material change of any insurance referred to therein. Written notice to the District shall be by certified mail, return receipt

requested. Failure of the District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements, or failure of the District to identify a coverage deficiency from evidence that is provided, shall not be construed as a waiver of such Bidder's obligation to maintain such insurance.

The District shall have the right, but not the obligation, of prohibiting such Bidder from entering the premises until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by District.

Failure to maintain the required insurance may result in termination of the Contract entered by the parties at the District's option.

Such Bidder shall provide certified copies of all insurance policies required above within 10 days of the District's written request for said copies.

ii. Acceptability of Insurers: All insurance companies shall maintain a rating no less than A-VII from A.M. Best, based on the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A-VII or a Best's rating is not obtained, the District has the right to reject insurance written by an insurer it deems unacceptable.

iii. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to the District. At the option of the District, the successful Bidder may be asked to eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees, volunteers and agents, or such Bidder may be required to procure a bond guaranteeing payment of losses and other related costs, including, but not limited to, investigations, claims administration and defense expenses.

e. Subcontractors

Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified above. When requested by the Owner, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

6. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising out of or resulting from the performance of the Contractor's work, provided that any such claim, damage, loss or expense (i) is attributable to

bodily injury, sickness, disease or death, or injury to or destruction of tangible property, other than the work itself, including the loss of use resulting there from and (ii) is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Contractor shall similarly protect, indemnify and hold and save harmless the Owner, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of the Contract.

Nothing contained herein shall be construed as prohibiting the District, its officers, employees or agents from defending, through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings or actions brought against them. The District's participation in its defense shall not remove the successful Bidder's duty to indemnify, defend and hold the District harmless as set forth herein.

The indemnification required hereunder shall not be limited by reason of the enumeration of insurance coverage herein provided.

The successful Bidder's indemnification of the District shall survive the termination or expiration of the Contract.

7. WARRANTY

The Work performed and the materials and equipment installed under this Contract shall be in compliance with the Contract Documents and must be guaranteed by the Contractor and the Surety for a period of twelve (12) months from Final Completion against defective workmanship and material of any nature. On all material or equipment incorporated, the Contractor and its Surety must guarantee that the type, quality, design and performance will fully meet the requirements of the Specifications and Drawings.

SPECIAL CONDITIONS

1. The park and facility sites shall remain open to the public for the duration of the Project. As such, Contractor shall maintain the Project site in a manner that ensures safe access to park and facility amenities by the public, Park District staff and others requiring access to the parks and the facilities. Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

**BID FORM
OAK BROOK PARK DISTRICT
CENTRAL PARK ASPHALT
MAINTENANCE BID**

(Please complete in ink, and print or type)

TO: Oak Brook Park District
1450 Forest Gate Road
Oak Brook, IL 60523

FROM: _____
NAME OF BIDDER

STREET ADDRESS

CITY STATE ZIP

PHONE

EMAIL ADDRESS

FOR: Central Park Asphalt Maintenance Bid

By submission of its bid, the Bidder acknowledges, agrees, represents, declares and warrants:

- A. That he has carefully examined the written Specifications and Drawings and is thoroughly familiar therewith, and that he has visited the site of the proposed Work to arrive at a clear understanding of the conditions under which the Work is to be done, and that he has compared the site with the Drawings and Specifications and has satisfied himself as to all conditions affecting the execution of the Work;
- B. That all modifications have been submitted with this bid;
- C. That he has checked carefully the bid figures and understands that he shall be responsible for any errors or omissions based on these Specifications and alternates as submitted on the Bid Proposal Form;
- D. That it is understood and agreed that the Oak Brook Park District reserves the right to accept or reject any or all bids, or to combine or separate any section or work, and to waive any technicalities;

- E. To hold the bid open for sixty (60) days subsequent to the date of the bid opening;
- (a) To enter into and execute a Contract with the Owner within ten (10) days after the date of the Notice of Award, if awarded on the basis of this bid, and in connection therewith to:
 - (b) Furnish all insurance required by the Contract Documents;
 - (c) Accomplish the Work in accordance with the Contract Documents; and
 - (d) Complete the Work within the time requirements as set forth in the Bid Documents.
- F. That if this bid is accepted, the Bidder is to provide all of the necessary equipment, tools, apparatus, labor, and other means of construction, and to do all of the Work and to furnish all of the materials specified in the Bid Documents in the manner and at the time therein prescribed, and in accordance with the requirements set forth;
- G. To commence Work as specified in the Instructions to Bidders, and to prosecute the Work in such a manner, and with sufficient materials, equipment and labor as will ensure its completion within reasonable time, it being understood and agreed that the completion within such reasonable time is an essential part of this Contract;
- H. That any and all prices stated in the proposal include all costs of labor, materials, equipment, insurance, any required bonds, overhead and profit, and any and all other costs normal to doing business.

The undersigned Bidder agrees to perform the Work for the following prices:

Base Bid	Amount
1) Area 1: Family Recreation Center, Service Drive, Maintenance Facility:	\$
2) Area 2: Tennis Center Drive	\$
3) Area 3: North Athletic Fields Parking Lot	\$

Total Lump Sum Bid: \$_____

Bids will be awarded to one Bidder for the entire Project or to any series of Bidders for an appropriate proportion of the Project.

The undersigned Bidder hereby acknowledges the receipt of the following addenda (if any) distributed by the Park District.

Addendum No. _____ Date: _____
 Addendum No. _____ Date: _____

The Work for the Contract shall commence on August 31, 2026, or on such other date as may be agreed upon by the parties. Contractor shall achieve Final Completion of the Project on or before October 9, 2026, unless otherwise extended by agreement of the parties pursuant to the General Conditions.

The undersigned Bidder agrees that if this bid is accepted by the Park District, it will perform all Work in accordance with the requirements of the Contract.

DATED THIS _____ DAY OF _____, 2026.

_____	(a) Individual	()
Full Name of Bidder (Print)	(b) Partnership	()
	(c) Corporation	()

Name and Title of Authorized Agent
if Corporation or Partnership (Print): _____

Full Name and Title of Bidder (Signature)

Street Address

City/State/Zip

Phone

Email

LIST OF SUBCONTRACTORS

Bidder submits a list of subcontractors for each trade relative to the Work to be performed under the Contract with the District, and agrees that, if selected, the successful Contractor, the Bidder will promptly confer with the District's agents on the question of which subcontractors the Bidder proposes to use, including submission of their qualifications. It is agreed that the District may substitute for any proposed subcontractor, another subcontractor for the trade against whose standing and ability the Bidder makes no objection in writing, and the Bidder will use all such finally selected subcontractors at the amount named in their respective subcontracts, and be in every way responsible for them and their work as if they had been originally named in the Bidder's bid, the unit, total and alternate Contract prices being adjusted to confirm thereto.

Subcontractor Name & Address Classification of Work Amount of Subcontract

1.		
2.		
3.		
4.		

BIDDER'S REFERENCE LIST

Each Bidder must list the name, address, phone number and project name for at least three (3) projects performed for governmental entities of similar scope and complexity as this Project in the past five (5) years. Bidder may include, as a separate attachment, additional information or references on projects completed.

1.	_____
	Name of Park District, School District, or Municipality

	Contact Person

	Phone Number
	E-Mail

	Description of Work performed
	Project Value
2.	_____
	Name of Park District, School District, or Municipality

	Contact Person

	Phone Number
	E-Mail

	Description of Work performed
	Project Value
3.	_____
	Name of Park District, School District, Municipality

	Contact Person

	Phone Number
	E-Mail

	Description of Work performed
	Project Value

CONTRACTOR COMPLIANCE AND CERTIFICATIONS ATTACHMENT

Note: The following certifications form an integral part of the Agreement between the Owner and Contractor. Breach by Contractor of any of the certifications may result in immediate termination of the Contractor's services by Owner.

THE UNDERSIGNED CONTRACTOR HEREBY ACKNOWLEDGES, CERTIFIES, AFFIRMS AND AGREES AS FOLLOWS:

- A. Contractor has carefully read and understands the contents, purpose and legal effect of this document as stated above and hereafter in this document. The certifications contained herein are true, complete and correct in all respects.

- B. Contractor shall abide by and comply with, and in contracts which it has with all persons providing any of the services or Work on this Project on its behalf shall require compliance with, all applicable Federal, State and local laws and rules and regulations including without limitation those relating to 1) fair employment practices, affirmative action and prohibiting discrimination in employment; 2) workers' compensation; 3) workplace safety; 4) wages and claims of laborers, mechanics and other workers, agents, or servants in any manner employed in connection with contracts involving public funds or the development or construction of public works, buildings or facilities; and 5) steel products procurement.

- C. All contracts for this Project are subject to the provisions of the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et seq.), providing for the payment of the prevailing rate of wage to all laborers, workmen and mechanics engaged in the Work. Contractor shall pay prevailing rates of wages in accordance with the Illinois Department of Labor's wage determination and any subsequent determinations issued by the Illinois Department of Labor, all in accordance with applicable law. These revisions may be accessed by computer at <http://labor.illinois.gov/>. Contractor is responsible for determining the applicable prevailing wage rates at the time of bid submission and at the time of performance of the Work. Failure of Contractor to make such determination shall not relieve it of its obligations in accordance with the Contract Documents. Contractor shall also comply with all other requirements of the Act including without limitation those pertaining to inclusion of required language in subcontracts, job site posting, maintenance and submission of certified payroll records and inspection of records. Contractor is not barred from entering into public contracts under Section 11a of the Illinois Prevailing Wage Act due to its having been found to have disregarded its obligations under the Act. The Contractor shall submit monthly, no later than the 10th day of each calendar month, electronically a certified payroll to the Illinois Department of Labor's Certified Transcript of Payroll Portal, which can be accessed on Illinois Department of Labor website in accordance with the Prevailing Wage Act. Contractor shall include on all bonds and shall cause all subcontractors' bonds required under the Contract Documents to guarantee compliance with the Prevailing Wage Act. Contractor agrees to indemnify and hold harmless the Park District for any violations of the Prevailing Wage Act.

- D. If applicable, Contractor shall abide by the "Employment of Illinois Workers on Public Works Act" (30 ILCS 570/0.01 et seq.), which stipulates that whenever there is a period of excessive unemployment in Illinois, defined as any month immediately following two (2) consecutive calendar months during which the level of unemployment in Illinois exceeds five percent (5%) as measured by the U.S. Bureau of Labor Statistics in its monthly publication of employment and unemployment

figures, the Contractor shall employ only Illinois laborers unless otherwise exempted as so stated in the Act ("Illinois laborer" means any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident). Other laborers may be used if Illinois laborers are not available or are incapable of performing the particular type of work involved, if so certified by the Contractor and approved by the Owner.

- E. To the best of Contractor's knowledge, no officer or employee of Contractor has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or any unit of local government, nor has any officer or employee made an admission of guilt of such conduct which is a matter of record.
- F. Contractor is not barred from bidding on or entering into public contracts due to having been convicted of bid-rigging or bid rotating under paragraphs 33E-3 or 33E-4 of the Illinois Criminal Code. Contractor also certifies that no officers or employees of the Contractor have been so convicted and that Contractor is not the successor company or a new company created by the officers or owners of one so convicted. Contractor further certifies that any such conviction occurring after the date of this certification will be reported to the Owner, immediately in writing, if it occurs during the bidding process, or otherwise prior to entering into the Contract therewith.
- G. Pursuant to the Illinois Human Rights Act (775 ILCS 5/2-105), Contractor has a written sexual harassment policy that includes, at a minimum, the following information: (i) a statement on the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment utilizing examples; (iv) the Contractor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and directions on how to contact both; and (vi) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. Contractor further certifies that such policy shall remain in full force and effect. A copy of the policy shall be provided to the Illinois Department of Human Rights upon request.
- H. Contractor shall abide by the "Employment of Illinois Workers on Public Works Act" (30 ILCS 570/0.01 et seq.) which stipulates that whenever there is a period of excessive unemployment in Illinois, defined as any month immediately following two (2) consecutive calendar months during which the level of unemployment in Illinois exceeds five percent (5%) as measured by the U.S. Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Contractor shall employ only Illinois laborers unless otherwise exempted as so stated in the Act. ("Illinois laborer" means any person who has resided in Illinois for at least 30 days and intends to become or Page 25 of 65 remain an Illinois resident). Other laborers may be used if Illinois laborers are not available or are incapable of performing the particular type of work involved if so certified by the Contractor and approved by the Owner.
- I. (i) Contractor's bid proposal was made without any connection or common interest in the profits anticipated to be derived from the Contract by Contractor with any other persons submitting any bid or proposal for the Contract; (ii) the Contract terms are in all respects fair and the Contract will be entered into by Contractor without collusion or fraud; (iii) no official, officer or employee of the Owner has any direct or indirect financial interest in Contractor's bid proposal or in Contractor, (iv) the Contractor has not directly or indirectly provided, and shall not directly or indirectly provide, funds or other consideration to any person or entity (including, but not limited to, the Owner and the Owner's

employees and agents), to procure improperly special or unusual treatment with respect to this Agreement or for the purpose of otherwise improperly influencing the relationship between the Owner and the Contractor. Additionally, the Contractor shall cause all of its officers, directors, employees, (as the case may be) to comply with the restrictions contained in the preceding sentence.

- J. Contractor knows and understands the Equal Employment Opportunity Clause administrated by the Illinois Department of Human Rights, which is incorporated herein by this reference, and agrees to comply with the provisions thereof. Contractor further certifies that Contractor is an "equal opportunity employer" as defined by Section 2000 (e) of Chapter 21, Title 42 of the United States Code Annotated and Executive Orders #11246 and #11375 as amended, which are incorporated herein by this reference.
- K. Neither Contractor nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.
- L. Contractor is not barred from contracting with the Owner because of any delinquency in the payment of any tax administrated by the Illinois Department of Revenue, unless it is being contested. Contractor further certifies that it understands that making a false statement regarding delinquency in taxes is a Class A misdemeanor and, in addition, voids the Contract and allows the Owner, a municipal entity, to recover in a civil action all amounts paid to the Contractor.
- M. If Contractor has 25 or more employees at the time of letting of the Contract, Contractor knows, understands and acknowledges its obligations under the Illinois Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) and certifies that it will provide a drug-free workplace by taking the actions required under, and otherwise implementing on a continuing basis, Section 3 of the Drug Free Workplace Act. Contractor further certifies that it has not been debarred and is not ineligible for award of this Contract as the result of a violation of the Illinois Drug Free Workplace Act.
- N. Contractor knows, understands and acknowledges its obligations under the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 *et seq.* A true and complete copy of Contractor's Substance Abuse Prevention Program Certification is attached to and made a part of this Contractor Compliance and Certification Attachment.
- O. The Contractor shall comply with the requirements and provisions of the Freedom of Information Act (5 ILCS 140/1 *et. seq.*) and, upon request of the Oak Brook Park District's designated Freedom of Information Act Officer (FOIA Officer), Contractor shall within two (2) business days of said request, turn over to the FOIA Officer any record in the possession of the Contractor that is deemed a public record under FOIA.

CONTRACTOR

By: _____

Its: _____

STATE OF _____)
)SS

COUNTY OF _____)

I, the undersigned, a notary public in and for the State and County, aforesaid, hereby certify that _____ appeared before me this day and, being first duly sworn on oath, acknowledged that he/she executed the foregoing instrument as his/her free act and deed and as the act and deed of the Contractor.

Dated: _____

(Notary Public)

(SEAL)

SUBSTANCE ABUSE PREVENTION PROGRAM CERTIFICATION

The Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 *et seq.*, (“Act”) prohibits any employee of the Contractor or any Subcontractor on a public works project to use, possess or be under the influence of a drug or alcohol, as those terms are defined in the Act, while performing work on the project. The Contractor/Subcontractor **[circle one]**, by its undersigned representative, hereby certifies and represents to the Oak Brook Park District that **[Contractor/Subcontractor must complete either Part A or Part B below]:**

A. The Contractor/Subcontractor **[circle one]** has in place for all of its employees not covered by a collective bargaining agreement that deals with the subject of the Act a written substance abuse prevention program, a true and correct copy of which is attached to this certification, which meets or exceeds the requirements of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 *et seq.* **[Contractor/Subcontractor must attach a copy of its substance abuse prevention program to this Certification.]**

Name of Contractor/Subcontractor (print or type)

Name and Title of Authorized Representative (print or type)

Signature of Authorized Representative

Dated:

B. The Contractor/Subcontractor **[circle one]** has one or more collective bargaining agreements in effect for all of its employees that deal with the subject matter of the Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 *et seq.*

Name of Contractor/Subcontractor (print or type)

Name and Title of Authorized Representative (print or type)

Signature of Authorized Representative

Dated:

**IMPORTANT NOTICE OF RESPONSIBILITY FOR PERIODIC
REVISIONS TO PREVAILING WAGE RATES**

Revisions of the Prevailing Wage Rates are made periodically by the Illinois Department of Labor (IDOL). As required by the Illinois Prevailing Wage Act, the contractor/subcontractor has an obligation to check IDOL's web site for revisions to prevailing wage rates. These revisions may be accessed by computer at <http://labor.illinois.gov/>. Bidders and contractors performing work on this Project are responsible for determining the applicable prevailing wage rates at the time of bid submission and performance of the Work. Failure of a bidder/contractor to make such determination shall not relieve it of its obligations in accordance with the Contract Documents. In consideration for the award to it of the contract for this Project, the contractor agrees that the foregoing notice satisfies any obligation of the public body in charge of this Project to notify the contractor of periodic changes in the prevailing wage rates and the contractor agrees to assume and be solely responsible for, as a material obligation of the contractor under the contract, the obligation to determine periodic revisions of the prevailing wage rates, to notify its subcontractors of such revisions, to post such revisions as required for the posting of wage rates under the Act, and to pay and require its subcontractors to pay wages in accordance with such revised rates.

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CENTRAL PARK ASPHALT MAINTENANCE

This Agreement for Asphalt Services (the “Agreement”) is made as of the ___ day of _____, 2026 by and between the Oak Park District, an Illinois unit of local government (the “Park District”), with its principal place of business at 1450 Forest Gate Road, Illinois, 60523 and _____, a[n] _____ (“Contractor”), with its principal place of business at _____, _____, _____, which hereinafter may be referred to together as the “Parties” or individually as a “Party”.

WITNESSETH

That the Park District and Contractor, for the consideration hereinafter named, agree as follows:

1. Labor and Materials. The Contractor shall provide all labor, equipment and materials required to complete the following work: all sealcoating and other asphalt work for three different areas as indicated in the Bid Documents for the Central Park Asphalt Maintenance Bid, dated July 30, 2026 (the “Work”), attached to and incorporated as part of this Agreement by reference (the “Bid Documents”).

2. Contract Documents. The Contract Documents consist of this Agreement between the Park District and the Contractor, the Bid Documents, Contractor’s Proposal, attached to and incorporated as part of this Agreement as **Exhibit A**, Contractor’s Certification, attached to and incorporated as part of this Agreement as **Exhibit B**, and any modifications issued after the execution of this Agreement. Modifications to this Agreement may only be made in writing and endorsed by the Parties. All of the terms, conditions and specifications contained in the Bid Documents are incorporated herein. In the event of conflict between the Contract Documents, this Agreement shall control.

3. Completion Date. Time is of the essence of this Agreement. Contractor shall commence the Work on or before August 31, 2026. Contractor shall achieve Final Completion of the Work on or before October 9, 2026. Final Completion means the date the Work has been fully performed, all Work has been completed, and the Park District has inspected, accepted and approved final payment to the Contractor.

4. Performance of Work. Contractor agrees to perform all Work in a good and workmanlike manner. Contractor, on receipt of this Agreement executed by District, shall immediately place orders for materials and otherwise immediately commence performance of this Agreement.

5. Contract Sum. The District agrees to pay Contractor for the proper and timely performance of the Work in strict accordance with the Agreement the following prices:

1) Area 1: Family Recreation Center, Service Drive, Maintenance Facility:	\$
2) Area 2: Tennis Center Drive:	\$
3) Area 3: North Athletic Fields Parking Lot:	\$

(collectively, hereinafter referred to as the “Contract Sum”).

6. Payment. Payment shall be made by the Park District to the Contractor upon the Park District’s receipt of a monthly invoice itemizing the Work properly performed as determined by the Park District, and delivery of lien waivers and sworn statements, for the period covered by the invoice. The Contract Sum shall be paid in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).

Acceptance of final payment by the Contractor, a subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of the application for final payment.

7. Waiver of Liens. Contractor for itself and for all its sub-suppliers and subcontractors, agrees that no mechanic’s lien or other claim shall be filed or maintained by Contractor or by any sub-supplier, subcontractor, laborer or any other person, whatsoever, against the Park District’s funds for or on account of any Work furnished under this Agreement. Prior to the payment of the Work, Contractor shall provide: a) for any payment other than final payment for the Work, a partial waiver of lien from Contractor and each sub-supplier and subcontractor reflecting any partial payouts, and for final payment, a final waiver of lien from Contractor and each sub-supplier and sub-contractor for the full amount of each subcontract for the Work, showing all materials and labor have been paid in full; and b) sworn affidavit, in triplicate, containing such information and in such form to comply with the Illinois Mechanics Lien Act (770 ILCS 60/23), showing in detail the sources of all labor and materials used in the Work, including the names and addresses of sub-suppliers and subcontractors and showing amounts paid for each.

Final payment shall not become due until the Contractor has fully performed the Work, including but not limited to delivery of all manufacturer’s and supplier’s warranties, and has delivered to the Park District a complete release of all liens arising out of this Agreement or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Park District to indemnify the Park District against such lien. If a lien remains unsatisfied after payments are made, the Contractor shall refund to the Park District all money that the Park District may be compelled to pay in discharging such lien, including costs and reasonable attorneys’ fees.

8. Correction of Deficiencies. If Contractor defaults or neglects to carry out the Work in accordance with this Agreement and fails within a seven (7) day period after receipt of written notice from the Park District to commence and continue correction of such default or neglect with diligence and promptness, the Park District may, without prejudice to other remedies the Park District may have, correct such deficiencies. In such case, the Park District shall deduct from payments then or thereafter due Contractor the cost of correcting such deficiencies, including compensation to the Park District for any and all expenses related thereto. If payments then or thereafter due Contractor are not sufficient to cover such amounts, Contractor shall pay the difference to the Park District.

The rights and remedies of the Park District stated in this Agreement shall be in addition to and not in limitation of, any other rights of the Park District granted at law or in equity.

9. Warranties. Contractor warrants to the Park District that materials and equipment furnished under the Agreement will be of the best quality and new, that the Work will be free from defects and deficiencies, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Contractor's warranty excludes remedy for damage or defect caused by District's abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage.

All warranties shall include labor and materials and shall be signed by the manufacturer or subcontractor as the case may be and countersigned by Contractor. All warranties shall be addressed to the Park District and delivered to the Park District. Except as otherwise provided in this Agreement, all warranties shall become effective on the completion of the Work, and shall run for a twelve (12) month period, unless a longer period is provided for by law. Where warranties overlap, the more stringent requirement shall govern. Contractor shall repair and replace, as determined by the Park District, any defects or deficiencies at no charge to the Park District during any warranty period.

10. Cleaning Up. The Contractor shall keep the project site and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement. At completion of each site visit, the Contractor shall remove from and about the site waste materials, rubbish, the Contractor's tools, equipment, machinery and surplus materials. If the Contractor fails to clean up as provided herein, the District may do so and the cost thereof shall be charged to the Contractor.

11. Safety of Persons and Property.

- a. The Contractor shall take reasonable precautions for the health and safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

- (i). employees engaged in the Work, Park District employees and patrons and other persons who may be affected thereby; and
 - (ii). the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's subcontractors or sub-subcontractors.
- b. The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.
 - c. The Contractor shall promptly remedy damage and loss to Park District property caused in whole or in part by the Contractor, a subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible, except damage or loss attributable to acts or omissions of the Park District or anyone directly or indirectly employed by Park District, or by anyone for whose acts Park District may be liable, and not attributable to the fault or negligence of the Contractor.

12. Insurance.

The Contractor shall acquire and keep in force at all times during the Initial Term and any renewal term of this Agreement, the following insurance coverage:

a. Commercial General and Umbrella Liability Insurance

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 01 04 13, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, smoke and fire, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The Park District, its elected and appointed officials, employees and agents shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance

or self-insurance afforded to the Park District. Any insurance or self-insurance maintained by the Park District shall be excess of the Contractor's insurance and shall not contribute with it.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from smoke, fire, pollution, explosion, collapse, or underground property damage.

b. Business Auto and Umbrella Liability Insurance

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

c. Workers Compensation Insurance

Contractor shall maintain workers compensation as required by statute and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

If the Park District has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Contractor shall waive subrogation and all other rights against the Park District and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Contractor's work.

d. General Insurance Provisions

1. Evidence of Insurance

Prior to beginning Work, Contractor shall furnish to the Park District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. The certificate(s) of insurance must specify the activity as "Herbicide Applications and Controlled Burning Operations of Open and/or Natural Area Lands."

All certificates shall provide for 30 days' written notice to the Park District prior to the cancellation or material change of any insurance referred to therein. Written notice to the Park District shall be by certified mail, return receipt requested.

Failure of the Park District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Park District to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

The Park District shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from beginning work until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the Park District

Failure to maintain the required insurance may result in termination of this Contract at the Park District's option.

Contractor shall provide certified copies of all insurance policies required above within 10 days of the Park District's written request for said copies.

2. Acceptability of Insurers

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Park District has the right to reject insurance written by an insurer it deems unacceptable.

3. Cross-Liability Coverage

If Contractor's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

4. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the Park District. At the option of the Park District, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Park District, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

5. Subcontractors

Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified above. When requested by the Park District, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

13. Indemnification and Hold Harmless. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the Park District and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising out of or resulting from the performance of Contractor's performance of the Work, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, other than the work itself, including the loss of use resulting there from and (ii) is caused in whole or in part by any wrongful or negligent act or omission of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Contractor shall similarly protect, indemnify, defend and hold and save harmless the Park District, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of this Agreement.

14. Termination.

a. The Park District may, at any time, terminate the Agreement in whole or in part for the Park District's convenience and without cause. Termination by the Park District under this section shall be by a notice of termination delivered to the Contractor specifying the extent of the termination and the effective date. Upon receipt of a notice of termination, the Contractor shall immediately, in accordance with instructions from the Park District: (1) cease operation as specified in the notice; (2) place no further orders; (3) enter into no further subcontracts for materials, labors, services or facilities except as necessary to complete continued portions of the Work; (4) terminate all subcontracts and orders to the extent they relate to the Work terminated; (5) proceed to complete the performance of Work not terminated; and, (6) take actions that may be necessary or that the Park District may direct, for the protection and preservation of the terminated Work. The Contractor shall recover payment for approved and properly performed Work completed prior to the effective date of termination. Contractor shall not be entitled to damages or lost profits resulting from termination for convenience under this Section.

b. The Park District may terminate the Agreement, in whole or in part, for cause as follows:

(i) If Contractor fails to provide the Work as required in the Contract Documents, or otherwise breaches or defaults under any provision of this Contract and does not remedy such failure, breach or default within seven (7) days after demand from the Park District to take corrective action, or in the event of repeated or multiple failures or defaults by Contractor, the Park District may immediately terminate this Contract and enter into an agreement with another contractor or contractors to provide the Work. In such event: a) the Park District shall not pay Contractor for any portion of the Work not completed in accordance with the Contract Documents; b) the Park District shall deduct from payments due to the Contractor the cost of correcting any deficiencies in accordance with Section 8 of this Agreement; and c) Contractor shall be liable to the Park District for the increased cost to the Park District of obtaining services from the substitute contractor(s).

(ii) If Contractor is adjudged as bankrupt, or if Contractor makes a general assignment for insolvency, or if any provision of the bankruptcy law is invoked by or against Contractor, then notwithstanding any other rights or remedies granted the Park District, the Park District may, without prejudice to any other right or remedy, a) immediately terminate the retention of Contractor and/or b) finish or cause to be finished the Contractor's services required under this Contract by whatever method and by whichever persons the Park District deems expedient. In such case, Contractor shall not be entitled to receive any payment until the Work is completed. If the unpaid balance of the Contract Sum exceeds: (1) the expenses of completing the Work, including compensation for additional managerial and administrative services, plus
(2) the Park District's losses and damages because of Contractor's default (collectively "Park District Expenses and Damages"), such excess shall be paid to Contractor. If the Park District Expenses and Damages exceed such unpaid balance, Contractor shall pay the difference to the Park District promptly on demand and the Park District may resort to any other rights or remedies the Park District may have by law or under this Contract.

Upon termination of this Agreement for any reason, the rights and obligations of the Parties shall cease automatically except for the rights and obligations of the Parties accruing but unsatisfied prior to termination.

15. Compliance with Laws and Permits. Contractor shall comply with all applicable local, state and federal codes, laws, ordinances, rules and regulations. Contractor shall be licensed and bonded to perform the Work hereunder and shall, at its sole cost and obligation, be responsible for obtaining all permits required to perform its duties under this Agreement. Any breach by Contractor of the foregoing laws, regulations and rules shall constitute a breach by Contractor

of this Agreement. Contractor's Compliance and Certification Attachment is attached to and incorporated as **Exhibit B** to this Agreement.

16. Choice of Law and Venue. This Agreement is governed by the laws of the State of Illinois. Any suit or action arising under this Agreement shall be commenced in the Circuit Court of DuPage County, Illinois, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs of litigation. Contractor acknowledges that each provision of this Agreement is important and material to the business and success of the Park District, and agrees that any breach of any provision of this Agreement is a material breach of the Agreement and may be cause for immediate termination of this Agreement. In the event of a breach, Contractor shall also pay to the Park District all damages (including, but not limited to, compensatory, incidental, consequential, and punitive), which arise from the breach, together with interest, costs, and the Park District's reasonable attorneys' fees.

17. No Liability. The Park District is not responsible or liable for any injury, damages, loss or costs sustained or incurred by any person including, without limitation Contractor's employees, or for any damage to, destruction, theft or misappropriation of any property, relating in any way, directly or indirectly, to Contractor's Work and obligations under this Agreement. The Park District is not liable for acts or omissions of Contractor or any of Contractor's employees, subcontractor's, agents or other persons purporting to act at the direction or request, on behalf, or with the implied or actual consent, of Contractor.

18. No Third Party Beneficiary. This Agreement is entered into solely for the benefit of the contracting Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and/or entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities, defenses and/or privileges of the Park District and/or Contractor, and/or any of their respective officials, officers and/or employees.

19. No Waiver. Waiver of any of the terms of this Agreement shall not be valid unless it is in writing and signed by all Parties. The failure of claimant to enforce the provisions of this Agreement or require performance by opponent of any of the provisions, shall not be construed as a waiver of such provisions or affect the right of claimant to thereafter enforce the provisions of this Agreement. Waiver of any breach of this Agreement shall not be held to be a waiver of any other or subsequent breach of the Agreement.

20. Independent Contractor. Contractor acknowledges that it is an independent contractor; that it alone retains control of the manner of conducting its activities in furtherance of this Agreement; that it, as well as any persons or agents as it may employ, are not employees of the Park District; and that neither this Agreement, nor the administration thereof, shall operate to render or deem either Party hereto the agent or employee of the other.

21. Non-Assignment. This Agreement is non-assignable in whole or in part by the Contractor, and any assignment shall be void without prior written consent of the Park District.

22. Subcontracts. Any subcontract that Contractor enters into for the Work shall be in writing and shall specifically provide that the Park District is an intended third-party beneficiary of such subcontract and that the Park District shall have the right to enforce the subcontractor's obligations thereunder after the occurrence of a default under the contract by the Contractor. By appropriate written agreement, the Contractor shall require each subcontractor, to the extent of the Work to be performed by the subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by the Contract Documents, assumes toward the Park District.

23. Notices. All notices, demands, requests, exercises and other communications required or permitted to be given by either Party under this Agreement shall be in writing and shall be deemed given when such notice has been personally delivered, sent by e-mail, facsimile or deposited in the United States mail, with postage thereon prepaid, addressed to each Party at the following addresses:

If to the Park District:	Oak Brook Park District Attn: Jake Stachowiak 1450 Forest Gate Road Oak Brook, IL 60523 Email: jstachowiak@obparks.org
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If to Contractor:

24. Entire Agreement; No Amendment. This Agreement contains the entire agreement between the Parties, and no statement, promise or inducement made by either Party to the agency of either Party that is not contained in this written Agreement shall be valid or binding. No modification of this Agreement shall be effective unless in writing dated a date subsequent to the date of this Agreement and signed by an authorized representative of each Party.

25. Headings. The headings for each paragraph of this Agreement are for convenience and reference purposes only and in no way define, limit or describe the scope or intent of said paragraphs or of this Agreement nor in any way affect this Agreement.

26. Severability. The invalidity of any section, paragraph or subparagraph of this Agreement shall not impair the validity of any other section, paragraph or subparagraph. If any provision of this Agreement is determined to be unenforceable, such provision shall be deemed severable and the Agreement may be enforced with such provision severed or as modified by such court.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be executed by a duly authorized official thereof effective as of date written above.

OAK BROOK PARK DISTRICT

By:

President
Board of Park Commissioners

Attest:

Secretary
Board of Park Commissioners

CONTRACTOR

By:

Its:

787968

Technical Specifications

Oak Brook Park District

Central Park Asphalt

Maintenance Bid

1) SCOPE:

This recommended practice covers the application of mineral-colloid-stabilized emulsified coal tar pitch pavement sealer. This application serves as weather protection, beautification of the surface, and a solvent-resistant sealer for bituminous pavements of parking lots.

Contractor shall provide cost for the following, based upon three “areas” within Central Park. Pavement areas are identified as “Area 1”, “Area 2”, “Area 3” (see attached map). Bidders are encouraged to visit the project site prior to submitting their bids.

Base Bid:

Area 1: Family Recreation Center, looking drive, maintenance facility

Approximately 8,500 lineal feet crack filling

Approximately 140,000 square feet of seal coating

Re-stripe same as existing: ADA parking stalls, parking stalls, crosswalks, stop bars, and arrows

Area 2: Tennis Center Drive

Approximately 2,000 lineal feet of crack filling

Approximately 19,000 square feet of seal coating

Re-stripe same as existing: Speed humps, crosswalk, and stop bar

Area 3: North Athletic Fields Parking Lot

Approximately 1,600 lineal feet of crack filling

Approximately 69,500 square feet of seal coating

Re-stripe same as existing: ADA parking stalls, parking stalls, crosswalks, and stop bars.

All above quantities are estimates only, and contractors are encouraged to visit the project site prior to submitting a proposal to verify quantities. The Project is expected to commence on August 31, 2026. Final Completion of the Project shall occur on or before October 9, 2026, unless other dates are discussed and agreed upon between Owner and Contractor.

The Park District facilities will remain open during this project. Contractor must coordinate with Owner on scheduling the Work.

Area #1 will need at least 3 mobilizations to allow for patron parking and access throughout the duration of the project.

Area #2 will need at least 2 mobilizations to allow for patron parking and access throughout the duration of the project.

Area #3 will need at least 2 mobilizations to allow for patron parking and access throughout the duration of the project.

REFERENCES:

A) Federal Specification ASTM Specification D5727 (formerly Federal Specification RP-355).

2) MATERIALS:

A) Emulsified coal tar pitch pavement sealer, Brewer cote or equal, will conform to the following requirements:

1) Federal specification ASTM Specification D5727 (formerly Federal Specification RP-355).

2) The tar pitch prior to emulsification shall conform to ASTM D-490 grade RT-12. Oil and gas tars shall not be used even though they might comply with ASTM D-490.

3) The emulsion shall be produced using a colloid mill to ensure homogeneity and appropriate-sized particles in suspension. Only ball clays will be acceptable.

4) The Contractor will provide a certification with each emulsion delivery indicating compliance with the above requirements.

5) Water used as diluents shall be potable and free of excessive minerals and contaminants.

B) Sand aggregate will be washed and graded silica sand, free of all contaminant and conforming to the following gradation:

Sieve size #40-60 with 100% passing on #20 sieve.

C) Latex additive - Tarmax R-100 or equal. The additive must mix homogeneously and be completely compatible with the coal tar emulsion, water, and sand system.

3) EQUIPMENT:

All tools and equipment necessary to perform the Contract in accordance with the specified terms and conditions, such as brushes, hand squeegees, pumps and hose equipment, storage tanks, mixing tanks, power sweepers, blowers, barricades and applicator equipment shall be provided as required by the Contractor. All methods employed in performing the Work and all equipment necessary for executing any part of this Work shall be subject to approval by the Owner before Work is started, and whenever found unsatisfactory will be changed. Distributors used on the job will have mechanical mixing devices incorporated in their construction to assure homogeneous mixing of the emulsion and required additives. No hand mixing equipment will be allowed. The distribution system must be adequate to apply a uniform coating at the specified application rates.

4) PREPARATION OF SURFACE:

Thoroughly inspect the pavement surface for minor cracks and other imperfections. Areas that have been subjected to fuel and oil spillage shall be wire brushed or scraped to remove any excess dirt and grease accumulations. The area shall then be primed with an acrylic copolymer latex such as Tarloc, or an approved equal or superior product, to provide proper bonding on the sealcoat. Immediately before application of sealer, clean the surface of all loose dust, dirt, leaves, and any other foreign materials by sweeping, blowing, or flushing with water, or the combination of the three.

5) PREPARATION OF THE TAR EMULSION:

A) Required coal tar emulsion mixture ratio.

Coal tar emulsion 100 gallons

Water 40 gallons

Latex additive 3 gallons

Sand 300 pounds

B) Aggregate shall be added at a slow uniform rate, after the mix water and latex additive have been dispersed into the tar emulsion. Slow mixing shall be continuous from the time all materials are placed into the mixer until the slurry is applied to the pavement.

6) APPLICATION: 2 - COATS:

A) First coat:

1) Application may be made by hand brushes, squeegees, or mechanical spray applicators. Coverage rate of 50-75 square feet per gallon.

2) Allow sealer to dry thoroughly before applying the second coat.

B) Second Coat:

- 1) The second coat shall be applied at right angles to the first coat.
 - 2) Coverage rate of 75-100 square feet per gallon.
 - 3) Allow the second coat to thoroughly dry before opening to traffic.
- C) Sealer will not be applied unless the air and surface temperature is 50 F. and rising. Sealer shall not be applied under rainy or wet conditions. The finished surface shall present a uniform appearance and texture.

7) STRIPING:

- A) Striping will be done with an acrylic latex traffic paint.
- B) Striping shall be placed in the existing configuration and locations.
- C) Striping shall be 4" wide, neatly sprayed with no overspray permitted.
- D) Re-striping of the pavement areas shall include asphalt pavement only. Some of the existing concrete curb and gutter in the park is painted. All painted concrete is excluded from this project.

8) CRACKFILLING: HOT APPLIED

- A) Material to exceed federal specifications SS-S-164 WR Meadows HI-Spec or equal.
- B) Prior to the application of crack sealer, cracks and joints over 1/4" shall be cleaned to remove all vegetation and debris from the cracks.
- C) The cleaned cracks shall be sealed using a double oil jacketed melter. Direct fire units will not be allowed.
- D) The crack sealer shall be applied to provide a neat uniform band approximately 2" wide.

Appendix

- Map of Central Park Pavement Areas.

Area #1 Family Recreation Center, Service Drive, and Maintenance Facility

- Crack filling
- Sealcoating
- Re-stripping



Area #2 Tennis Center Drive

- Crack filling
- Sealcoating
- Re-striping



Area #3 North Athletic Field Parking Lot

- Crack filling
- Sealcoating
- Re-striping



Purchase Order

Purchase Order#: 27-7173

Order Date: August 17, 2026



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Oak Brook
Park District
www.obparks.org
1450 Forest Gate Road • Oak Brook, IL 60523-2151
Providing the very best in park and recreational opportunities, facilities and open lands for our community.

Vendor			Ship to:	
A & A Paving Contractors, INC			Oak Brook Park District	
251 N. Garden Ave.			Attn: Jake Stachowiak	
Roselle, IL 60172			1450 Forest Gate Road	
			Oak Brook, IL 60523	
			Project Site: 1450 Forest Gate Road	
Phone: (630) 529-2500			Phone: 630-645-9575 Cell: 630-280-4654	
Email: accounting@aandapaving.com			Email: jstachowiak@obparks.org	
Qty	Item #	Description	Unit Price	Extension
	Asphalt Maintenance	Family Recreation Center Parking Lot, Service Dr, Maint. Garage, & Tennis Center Dr. Seal Coating, Crack filling, and re-striping		\$25,258.11
	Asphalt Maintenance	North Athletic Fields Parking Lot Seal Coating, Crack filling, and re-striping		\$ 12,540.00
		Per sales proposal # 2026-1179		
	Subtotal			\$37,798.11
Notes: This purchase order is issued pursuant to The Interlocal Purchasing System (TIPS) purchasing cooperative contract # 24010401.			Total	\$37,798.11

"Pursuant to the Illinois Prevailing Wage Act (820 ILCS 130/.01 et seq.) (the "Act"), for any construction for the Public Work, including minor repairs to the Public Work, the Contractor is required to comply with and notify all subcontractors in writing for any such construction, including minor repair to the Public Work, that they are required to comply with all provisions of the Act, including (i) all requirements for payment of the current general prevailing rate of hourly wages and fringe benefits, for each craft or type of worker or mechanic needed to perform such Work, and also the current general prevailing rate for legal holiday and overtime work, as ascertained by the Illinois Department of Labor for DuPage County, Illinois; and (ii) all record keeping requirements under the Act."

Instructions to Vendor	
1.) Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.	
2.) Notify immediately if unable to ship as specified.	
3.) Send all invoices and correspondence to:	
Oak Brook Park District Marco Salinas, Chief Financial Officer 1450 Forest Gate Road Oak Brook, IL 60523	

Oak Brook Park District Approving Signatures	
Department Director	
Chief Financial Officer	
Executive Director	
President	
OBPD Account:	01-04-750-009 01-05-750-022

**Addendum to Purchase Order #27-7173 from the
Oak Brook Park District to A&A Paving Contractors, Inc.
TIPS Purchasing Cooperative Contract #24010401**

This Purchase Order is subject to the following terms and conditions:

1. Payment by the Oak Brook Park District (the "District") for asphalt maintenance shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.) and in accordance with this section. Payment will be made as follows, and only after receipt of an invoice from the Contractor and the Contractor's compliance with this Addendum: for completion of seal coating, crack filling, and re-striping of asphalt surfaces, payment will be made after the project is completed, inspected, and accepted by the District; The District shall withhold ten percent (10%) from payments to the Contractor as retention. The retention shall be requested with the Contractor's invoice for final payment and shall be paid by the District upon the satisfactory completion of the project in accordance with this Addendum. No interest shall accrue on monies held in retention.
2. Contractor shall perform all seal coating, crack filling, and re-striping work in accordance with the requirements of this Agreement and shall be solely responsible for the proper protection, handling, application, and completion of all materials used in the work. Contractor shall not take any action or permit any third party to interfere with, encumber, damage, or otherwise impair the work areas or materials in a manner that would delay or prevent the District from exercising its rights or remedies under this Agreement. Contractor shall remain responsible for the work, materials, equipment, and completed surfaces until the work has been inspected and accepted by the District. Contractor shall be responsible for any loss, damage, or deterioration to the work or materials resulting from the Contractor's operations, negligence, or failure to adequately protect the work prior to District acceptance.
3. The District is exempt from the Illinois Retailer's Occupational Tax, the Illinois Use Tax and the Federal Excise Tax as an exempt entity under the Internal Revenue Code. District shall provide Contractor with District's tax exemption identification number, for use by Contractor for this project only.
4. Contractor, for itself and for all its sub-suppliers and subcontractors, agrees that no mechanic's lien or other claim shall be filed or maintained by Contractor or by any sub-supplier, subcontractor, laborer or any other person, whatsoever, against the District's funds for or on account of any work furnished under this Agreement. Prior to the payment of the work, Contractor shall provide:
 - a) for any payment other than final payment for the work, a partial waiver of lien from Contractor and each sub-supplier and subcontractor reflecting any partial payouts, and for final payment, a final waiver of lien from Contractor and each sub-supplier and sub-contractor for the full amount of each subcontract for the work, showing all materials and labor have been paid in full; and
 - b) sworn affidavit, in triplicate, containing such information and in such form to comply with the Illinois Mechanics Lien Act (770 ILCS 60/001 et seq.), showing in detail the sources of all labor and materials used in the Work, including the names and addresses of sub-suppliers and subcontractors and showing amounts paid for each.

Final payment shall not become due until the Contractor has fully performed the work, including but not limited to delivery of all manufacturer's and supplier's warranties, and has delivered to the District a complete release of all liens arising out of this Agreement or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the District to indemnify the District against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the District all money that the District may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

5. If Contractor defaults or neglects to carry out the work in accordance with this Agreement and fails within a three (3) day period after receipt of written notice from the District to commence and continue correction of such default or neglect with diligence and promptness, the District may, without prejudice to other remedies the District may have, correct such deficiencies. In such case, the District shall deduct from payments then or thereafter due Contractor the cost of correcting such deficiencies, including compensation to the District for any and all expenses related thereto. If payments then or thereafter due Contractor are not sufficient to cover such amounts, Contractor shall pay the difference to the District.

The rights and remedies of the District stated in this Agreement shall be in addition to and not in limitation of, any other rights of the District granted at law or in equity.

6. Contractor shall procure and maintain insurance, and shall cause all subcontractors hired to perform any work in conjunction with this purchase, of the following types and amounts, naming the District, its commissioners, employees, agents and volunteers shall be named as additional insureds:

a. Commercial General Liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location. CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 04 13, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to District. Any insurance or self-insurance maintained by the District shall be deemed excess of such Contractor's insurance and shall not contribute with it.

b. Business Auto Liability Insurance and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto, including owned, hired, and non-owned autos. Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

c. Workers Compensation Insurance and employers liability insurance. The commercial umbrella and/or employers' liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease. Contractor waives all rights against the District and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to such Contractor's activities.

7. This agreement, its validity, enforceability and interpretation, shall be governed by the laws of the State of Illinois. Jurisdiction for any claims shall be only in the Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois.
8. Nothing contained in any provision of this agreement is intended to constitute nor shall constitute a waiver of the defenses and immunities available to the District under the Illinois Local Government and Governmental Employees Tort Immunity Act.
9. Contractor shall comply with all applicable local, state and federal codes, laws, ordinances, rules and regulations. Contractor shall be licensed and bonded and shall be registered with the Village of Oak Brook, Illinois to perform the Work hereunder. Any breach by Contractor of the foregoing laws, regulations and rules shall constitute a breach by Contractor of this Agreement. Contractor's Compliance and Certification Attachment is attached to and incorporated as **Exhibit A** to this Addendum.

The Contractor shall comply with the requirements of the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) and the District's Ordinances requiring payment of prevailing wages. The Contractor shall pay or cause to be paid not less than the prevailing rate of hourly wage in the county in which the work is performed, as determined by the Illinois Department of Labor, for the month in which the work is performed, including but not limited to all laborers, workers, and mechanics. All contractors and subcontractors rendering services under this contract must comply with all requirements under the Act, including but not limited to all wage, notice, and record-keeping duties. The Contractor is required to verify current prevailing wage prior to the first day of each month and to pay the then-current prevailing wage rate as determined by the Illinois Department of Labor, regardless of the rates contained in the Contract Documents. Any increases in costs to the Contractor due to the changes in the prevailing wage during the term of this Contract shall be at the expense of the Contractor and not at the expense of the District. Current prevailing wage rates are published at the following website: <http://labor.illinois.gov/>. The Contractor agrees to indemnify and hold harmless the District for any violations of the Prevailing Wage Act.

10. Time is of the essence of this Agreement. Contractor shall achieve Final Completion of the work on or before September 25, 2026. Final Completion means the date the work has been completed in accordance with the Contract Documents and the District has approved final payment to the Contractor.
11. Any subcontract that Contractor enters into for the work shall be in writing and shall specifically provide that the District is an intended third-party beneficiary of such subcontract and that the District shall have the right to enforce the subcontractor's obligations thereunder after the occurrence of a default under the contract by the Contractor. By appropriate written agreement, the Contractor shall require each subcontractor, to the extent of the work to be performed by the subcontractor, to be bound to the Contractor by the terms of this Agreement, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by this Agreement, assumes toward the District.
12. This Addendum, in addition to this Purchase Order #27-7173, The Interlocal Purchasing System (TIPS) purchasing cooperative and all other documents associated with TIPS purchasing cooperative contract # 24010401, contains the entire agreement between Contractor and the District, and no statement, promise or inducement made by either party to the agency of either party that is not contained in this written

Agreement shall be valid or binding. No modification of this Agreement shall be effective unless in writing dated a date subsequent to the date of this Agreement and signed by an authorized representative of each Party.

13. The District may, at any time, terminate the Agreement in whole or in part for the District's convenience and without cause. Termination by the District under this section shall be by a notice of termination delivered to the Contractor specifying the extent of the termination and the effective date. Upon receipt of a notice of termination, the Contractor shall immediately, in accordance with instructions from the District: (1) cease operation as specified in the notice; (2) place no further orders; (3) enter into no further subcontracts for materials, labor, services or facilities except as necessary to complete continued portions of the work; (4) terminate all subcontracts and orders to the extent they relate to the work terminated; (5) proceed to complete the performance of work not terminated; and (6) take actions that may be necessary or that the District may direct, for the protection and preservation of the terminated work. The Contractor shall recover payment for approved and properly performed work completed prior to the effective date of termination. Contractor shall not be entitled to damages or lost profits resulting from termination for convenience under this Section.

Exhibit A

CONTRACTOR COMPLIANCE AND CERTIFICATIONS ATTACHMENT

Note: The following certifications form an integral part of the Agreement between the Owner and Contractor. Breach by Contractor of any of the certifications may result in immediate termination of the Contractor's services by Owner.

THE UNDERSIGNED CONTRACTOR HEREBY ACKNOWLEDGES, CERTIFIES, AFFIRMS AND AGREES AS FOLLOWS:

- A. Contractor has carefully read and understands the contents, purpose and legal effect of this document as stated above and hereafter in this document. The certifications contained herein are true, complete and correct in all respects.
- B. Contractor shall abide by and comply with, and in contracts which it has with all persons providing any of the services or Work on this Project on its behalf shall require compliance with, all applicable Federal, State and local laws and rules and regulations including without limitation those relating to 1) fair employment practices, affirmative action and prohibiting discrimination in employment; 2) workers' compensation; 3) workplace safety; 4) wages and claims of laborers, mechanics and other workers, agents, or servants in any manner employed in connection with contracts involving public funds or the development or construction of public works, buildings or facilities; and 5) steel products procurement.
- C. All contracts for this Project are subject to the provisions of the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*), providing for the payment of the prevailing rate of wage to all laborers, workmen and mechanics engaged in the Work. Contractor shall pay prevailing rates of wages in accordance with the Illinois Department of Labor's wage determination and any subsequent determinations issued by the Illinois Department of Labor, all in accordance with applicable law. These revisions may be accessed by computer at <http://labor.illinois.gov/>. Contractor is responsible for determining the applicable prevailing wage rates at the time of bid submission and at the time of performance of the Work. Failure of Contractor to make such determination shall not relieve it of its obligations in accordance with the Contract Documents. Contractor shall also comply with all other requirements of the Act including without limitation those pertaining to inclusion of required language in subcontracts, job site posting, maintenance and submission of certified payroll records and inspection of records. Contractor is not barred from entering into public contracts under Section 11a of the Illinois Prevailing Wage Act due to its having been found to have disregarded its obligations under the Act. The Contractor shall submit monthly, no later than the 10th day of each calendar month, electronically a certified payroll to the Illinois Department of Labor's Certified Transcript of Payroll Portal, which can be accessed on Illinois Department of Labor website in accordance with the Prevailing Wage Act. Contractor shall include on all bonds and shall cause all subcontractors' bonds required under the Contract Documents to guarantee compliance with the Prevailing Wage Act. Contractor agrees to indemnify and hold harmless the Park District for any violations of the Prevailing Wage Act.

- D. If applicable, Contractor shall abide by the “*Employment of Illinois Workers on Public Works Act*” (30 ILCS 570/0.01 et seq.), which stipulates that whenever there is a period of excessive unemployment in Illinois, defined as any month immediately following two (2) consecutive calendar months during which the level of unemployment in Illinois exceeds five percent (5%) as measured by the U.S. Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Contractor shall employ only Illinois laborers unless otherwise exempted as so stated in the Act (“Illinois laborer” means any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident). Other laborers may be used if Illinois laborers are not available or are incapable of performing the particular type of work involved, if so certified by the Contractor and approved by the Owner.

- E. To the best of Contractor's knowledge, no officer or employee of Contractor has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or any unit of local government, nor has any officer or employee made an admission of guilt of such conduct which is a matter of record.

- F. Contractor is not barred from bidding on or entering into public contracts due to having been convicted of bid-rigging or bid rotating under paragraphs 33E-3 or 33E-4 of the Illinois Criminal Code. Contractor also certifies that no officers or employees of the Contractor have been so convicted and that Contractor is not the successor company or a new company created by the officers or owners of one so convicted. Contractor further certifies that any such conviction occurring after the date of this certification will be reported to the Owner, immediately in writing, if it occurs during the bidding process, or otherwise prior to entering into the Contract therewith.

- G. Pursuant to the Illinois Human Rights Act (775 ILCS 5/2-105), Contractor has a written sexual harassment policy that includes, at a minimum, the following information: (i) a statement on the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment utilizing examples; (iv) the Contractor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and directions on how to contact both; and (vi) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. Contractor further certifies that such policy shall remain in full force and effect. A copy of the policy shall be provided to the Illinois Department of Human Rights upon request.

- H. (i) Contractor's bid proposal was made without any connection or common interest in the profits anticipated to be derived from the Contract by Contractor with any other persons submitting any bid or proposal for the Contract; (ii) the Contract terms are in all respects fair and the Contract will be entered into by Contractor without collusion or fraud; (iii) no official, officer or employee of the Owner has any direct or indirect financial interest in Contractor's bid proposal or in Contractor; (iv) the Contractor has not directly or indirectly provided, and shall not directly or indirectly provide, funds or other consideration to any person or entity (including, but not limited to, the Owner and the Owner’s employees and agents), to procure

improperly special or unusual treatment with respect to this Agreement or for the purpose of otherwise improperly influencing the relationship between the Owner and the Contractor. Additionally, the Contractor shall cause all of its officers, directors, employees, (as the case may be) to comply with the restrictions contained in the preceding sentence.

- I. Contractor knows and understands the Equal Employment Opportunity Clause administrated by the Illinois Department of Human Rights, which is incorporated herein by this reference, and agrees to comply with the provisions thereof. Contractor further certifies that Contractor is an "equal opportunity employer" as defined by Section 2000 (e) of Chapter 21, Title 42 of the United States Code Annotated and Executive Orders #11246 and #11375 as amended, which are incorporated herein by this reference.
- J. Neither Contractor nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.
- K. Contractor is not barred from contracting with the Owner because of any delinquency in the payment of any tax administrated by the Illinois Department of Revenue, unless it is being contested. Contractor further certifies that it understands that making a false statement regarding delinquency in taxes is a Class A misdemeanor and, in addition, voids the Contract and allows the Owner, a municipal entity, to recover in a civil action all amounts paid to the Contractor.
- L. If Contractor has 25 or more employees at the time of letting of the Contract, Contractor knows, understands and acknowledges its obligations under the Illinois Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) and certifies that it will provide a drug-free workplace by taking the actions required under, and otherwise implementing on a continuing basis, Section 3 of the Drug Free Workplace Act. Contractor further certifies that it has not been debarred and is not ineligible for award of this Contract as the result of a violation of the Illinois Drug Free Workplace Act.
- M. Contractor knows, understands and acknowledges its obligations under the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 *et seq.* A true and complete copy of Contractor's Substance Abuse Prevention Program Certification is attached to and made a part of this Contractor Compliance and Certification Attachment.
- N. The Contractor shall comply with the requirements and provisions of the Freedom of Information Act (5 ILCS 140/1 *et seq.*) and, upon request of the Oak Brook Park District's designated Freedom of Information Act Officer (FOIA Officer), Contractor shall within two (2) business days of said request, turn over to the FOIA Officer any record in the possession of the Contractor that is deemed a public record under FOIA.

CONTRACTOR

By: _____

Its: _____

STATE OF _____)
) SS
COUNTY OF _____)

I, the undersigned, a notary public in and for the State and County, aforesaid, hereby certify that _____ appeared before me this day and, being first duly sworn on oath, acknowledged that he/she executed the foregoing instrument as his/her free act and deed and as the act and deed of the Contractor.

Dated: _____

(Notary Public)

(SEAL)

SUBSTANCE ABUSE PREVENTION PROGRAM CERTIFICATION

The Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 *et seq.*, (“Act”) prohibits any employee of the Contractor or any Subcontractor on a public works project to use, possess or be under the influence of a drug or alcohol, as those terms are defined in the Act, while performing work on the project. The Contractor/Subcontractor **[circle one]**, by its undersigned representative, hereby certifies and represents to the Oak Brook Park District that **[Contractor/Subcontractor must complete either Part A or Part B below]:**

A. The Contractor/Subcontractor **[circle one]** has in place for all of its employees not covered by a collective bargaining agreement that deals with the subject of the Act a written substance abuse prevention program, a true and correct copy of which is attached to this certification, which meets or exceeds the requirements of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 *et seq.* **[Contractor/Subcontractor must attach a copy of its substance abuse prevention program to this Certification.]**

Name of Contractor/Subcontractor (print or type)

Name and Title of Authorized Representative (print or type)

Signature of Authorized Representative

Dated:

B. The Contractor/Subcontractor **[circle one]** has one or more collective bargaining agreements in effect for all of its employees that deal with the subject matter of the Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 *et seq.*

Name of Contractor/Subcontractor (print or type)

Name and Title of Authorized Representative (print or type)

Signature of Authorized Representative

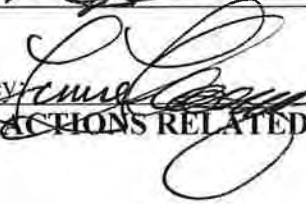
Dated:



Oak Brook Park District

BOARD MEETING

AGENDA ITEM – HISTORY/COMMENTARY

ITEM TITLE: GENERAL USE REGULATIONS CHAPTERS 6-9	AGENDA No: 8B MEETING DATE: AUGUST 17, 2026
STAFF REVIEW: Deputy Director, Bob Johnson: 	
RECOMMENDED FOR BOARD ACTION: Executive Director, Laure Kosey: 	
ITEM HISTORY (PREVIOUS PARK DISTRICT BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, COMMITTEE ACTION, OTHER PERTINENT HISTORY): The Oak Brook Park District maintains General Use Regulations to establish and maintain control over District property and its uses by the public. The district is in the process of evaluating and updating the nine chapters and sub-sections of the regulations.	
ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS): Chapters six through nine addresses permitting, park policing, and dismissal and exclusion from district sites. A draft with proposed changes is included.	
ACTION PROPOSED: A Motion (and a Second) to approve the updates to chapters 6-9 of the General Use Regulations.	



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Chapter 6. Permits

Sec. 6.1 Permit Process

a) For purposes of this section, the term “exercise of First Amendment rights” shall include, without limitation, parades, marches, demonstrations, rallies, religious services, speeches, solicitation of votes, petitions for signatures or contributions, picketing and leafleting.

b) Permits may be granted upon proper application and approval where the applicable section of these Regulations or any other District ordinance, policy, rule, or regulation requires a Permit in order to engage in a particular use or activity. No Person shall be discriminated against in the granting of Permits because of race, sex, sexual orientation, religion or creed, color, ancestry or national origin.

c) Every Person requesting a Permit shall complete and file a written application with the Executive Director or ~~his or her~~their designee on forms provided by the District, and shall pay applicable application fees at the District’s administrative offices located at 1450 Forest Gate Road, Oak Brook, IL 60523. The application shall be dated when received and a receipt shall be issued to the applicant.

d) Unless otherwise provided in another section of these Regulations or other District ordinances, rules, or regulations, all applications for Permits not involving the exercise of First Amendment rights must be received by the District at least ~~twenty-one (21)~~five (5) calendar days prior to the use for which a Permit is sought. Permits requested less than five (5) days in advance will be issued based on availability and at the discretion of the district. Applications for Permits involving the exercise of First Amendment rights must be received by the District at least three (3) working days prior to the event requested.

e) Except for applications for Permits involving a commercial activity or for the sale or delivery of alcoholic beverages, the District shall issue the requested Permit without unreasonable delay unless:

- 1) The proposed activity violates these Regulations, or any applicable federal, state, local, and/or other District law, rule, or regulation;
- 2) A prior application for a Permit for the same date, time, and location has been or will be granted, and the use authorized by that Permit does not reasonably allow multiple occupancy of that particular location by more than one permittee;
- 3) The proposed use is of such a nature that it cannot reasonably be accommodated in the particular location applied for considering, without limitation, the likelihood of damage to District resources or facilities, damage



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to an environmentally sensitive or protected area's ecosystem, impairment of



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a protected area's atmosphere of peace and tranquility, unreasonable interference with District functions, buildings, facilities, operations, programs or activities, unreasonable interference with the use or purpose of the District property applied for, or similar factors;

4) The proposed use would substantially impair the operation or use of facilities or services of District concessionaires or contractors; or

5) The proposed use would so dominate the use of District property as to preclude other Persons from using and enjoying it.

f) If the application is approved, the District shall issue a written Permit to the applicant. If the application is denied, the District shall issue the applicant written reasons for denying the application.

g) If an application is denied on the basis of a scheduling conflict or inappropriateness of the location, duration, or time of the activity, the District will make a reasonable effort to arrange an alternative location, duration, or time that is acceptable to the applicant. If the District denies an application and the applicant is dissatisfied with the reason for such denial, the applicant may appeal the decision to the Board. If the Board rejects the appeal after full review, or if time for full review is not available, the applicant may appeal the decision to the appropriate state or federal court. All other decisions on the issuance of Permits by the District are final.

h) Any Permit granted by the District shall contain lawful prerequisites to the issuance of the Permit and restrictions on the conduct of the Permitted use, including, without limitation: payment of a reasonable fee; general liability insurance coverage; an agreement to fully indemnify and hold the District harmless from any liability or costs resulting from the use; a requirement that the Persons involved in the use observe these Regulations, all federal, state, local, and District laws, ordinances, rules, and regulations; time, duration, and location restrictions; a restoration deposit; a written agreement by the applicant to fully restore any District property soiled or damaged by the use; and, any other reasonable restriction necessary for the efficient and orderly contemporaneous administration of the use and other activities authorized by the Permit, as well as regularly scheduled District uses, functions, programs, and activities.

i) Any Person holding a valid Permit issued by the District for use of District property may use that District property to the exclusion of any other Person except for the District and its employees and authorized agents.



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- j) Subject to the terms of subsection (g) above, the District may make necessary changes or place necessary additional restrictions on any Permit after it has been issued.
- k) Violation of the terms, restrictions and conditions contained in the Permit may result in the suspension or revocation of the Permit.
- l) Unless specifically provided for elsewhere in these Regulations, no Permit shall be issued for a period in excess of seven (7) consecutive calendar days. A Permit may be extended for like periods of time pursuant to a new application, unless another Person has requested use of the same location and use of that location by more than one permittee is not reasonably possible.
- m) For uses involving the exercise of First Amendment rights, the District may waive any application or Permit fees if the applicant demonstrates that the cost of such fees is prohibitive. An applicant must request such a waiver in writing when submitting the Permit application.



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Chapter 7. Offenses Affecting District Functions

Sec. 7.1 Police/Security Force

- a) The Village of Oak Brook Police Department, through an intergovernmental agreement, has the authority to enforce all federal, state, local and District laws, rules, regulations, and ordinances, including these Regulations on District property. Village of Oak Brook police officers shall have the authority to eject from District property, arrest, or issue citations to any Person who violates these Regulations or any applicable federal, state, local, and/or other District laws, rules, regulations or ordinances on District property.
- b) All municipal, county, state and other law enforcement authorities shall also be authorized to enforce these Regulations and all other laws and regulations, including District ordinances, on District property.

Sec. 7.2 Rules to be Obeyed

No Person shall violate or disobey any provision of these Regulations or any other District ordinance, policy, rule or regulation regulating conduct or activities on District property even though the same may not have been posted. No Person shall violate or disobey the direction or instructions contained in any notice or sign posted by the District relating to the use of District property, or the directions or instructions of any member of the Village of Oak Brook Police Department or any employee of the District seeking to enforce compliance with these Regulations, or any applicable federal, state, local and/or other District laws, rules, or regulations.

Sec. 7.3 Parties to Violation of these Regulations

- a) Every Person who commits, attempts to commit, conspires to commit, or aids or abets in the commission of any act in violation of these Regulations or other ordinance, rule or regulation of the District, as a principal, agent, or accessory, shall be guilty of such offense, and every Person who falsely, fraudulently, forcibly or willfully induces, causes, coerces, requires, permits, or directs another to violate any provision of these Regulations is likewise guilty of such offense.
- b) Any Person who is the owner, registered owner, or Person in control of any animal, vehicle or other property of any kind brought, placed, parked or allowed to remain on District property in violation of these Regulations or other District ordinance, rule, or regulation, shall be deemed prima facie responsible for such violation and shall be subject to the penalties provided herein.



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Sec. 7.4 Temporary Dismissal

- a) A Person who violates any of these Regulations or any other law, ordinance or rule that threatens the safety of the District's patrons, staff and/or property, may be issued a "Notice of Temporary Dismissal," meaning that the Person must leave District property immediately and may not enter into any District property for the length of time designated on the "Notice of Temporary Dismissal" which, depending on the seriousness of the violation may be from one (1) to six (6) days. Any such Person issued a "Notice of Temporary Dismissal" who returns to any District property during the dismissal period may be arrested for trespassing.
- b) The officers of the Oak Brook Police Department, the District's Executive Director, and other officers of the District are authorized to issue a "Notice of Temporary Dismissal" and to determine the length of the dismissal period.

Sec. 7.5 Exclusion

- a) A Person who receives three (3) or more citations during any sixty (60)-day period for violation of these Regulations, or any other law, ordinance, or rule while on any District property is subject to "exclusion," meaning that Person must leave the District property immediately and shall not enter into any District property for a time-period ranging from one (1) week to one (1) year. A Person who enters any District property during the period of exclusion may be arrested for trespassing.
- b) The length of the exclusion depends on the number of violations committed previously and on the severity of the violations. Any official of the District or any Oak Brook Police Officer has discretion to decide how long the exclusion should be, using the following guidelines:

Exclusion for up to sixty (60) days:

- Three (3) citations or one (1) temporary dismissal during a sixty (60)-day period before issuance of the current citations; or
- Four (4) citations during the twelve (12)-month period before issuance of the current citation.

Exclusion for up to one hundred eighty (180) days:

- Two (2) or more temporary dismissals during the sixty (60)-day period before issuance of the current citation; or
- Five (5) citations during the twelve (12)-month period before issuance of the current citation.

Exclusion for up to three hundred sixty-five (365) days:

- Three (3) or more temporary dismissals during the sixty (60)-day period before issuance of the current citation; or



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- Six (6) citations during the twelve (12)-month period before issuance of the current citation.

c) These guidelines shall not prevent, limit, or delay the district in taking any exclusionary action where the district deems such action to be appropriate. The guidelines for exclusion need not be followed under circumstances where the Executive Director believes that a person's unsatisfactory behavior warrants accelerated or compound exclusionary action, up to and including exclusion from any Oak Brook Park District property for a period up to one year.

d) Appeal of Notice of Exclusion. Exclusion for longer than seven (7) days may be appealed to the District's Executive Director. Promptly after receipt of a written request for an appeal, the Executive Director will conduct an informal hearing where the Person subject to exclusion and a District representative may present facts, circumstances, evidence and witnesses to support their respective positions and may cross-examine witnesses presented by the other side. After the conclusion of the hearing, the Executive Director shall issue a written determination on the appeal.

Sec. 7.6 General Penalty

a) In all cases where the same offense is made punishable or is created by different clauses or sections of these Regulations, the prosecuting officer may elect under which to proceed, but not more than one recovery shall be had against the same Person for the same offense; provided that the revocation of a license or Permit or a fine imposed in an administrative hearing shall not be considered a recovery or penalty so as to bar any other penalty being enforced.

b) Where an act or omission is prohibited or declared unlawful and no penalty or fine or imprisonment is otherwise provided, the offending Person shall be fined not less than \$100 or more than \$1,000 for each offense. Each day that a violation continues shall be deemed a separate offense. In addition to any fine, the District may revoke the privilege to use all or some of the facilities of the District for such length of time as is determined appropriate by the District in accordance with section 7.4 hereof.

c) Whenever a finding of guilty is entered by a court or a plea of guilty is entered by a defendant, the court may, in addition to any fine imposed, enter an order to pay restitution, with restitution to be in an amount not to exceed actual out-of-pocket expenses or loss proximately caused by the conduct of the defendant. The court shall determine the amount and conditions of payments.

d) All fines, when collected, shall be paid into the treasury of the District.



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Sec. 7.7 Civil Suits

Nothing in this ordinance shall be construed to prevent or preclude the lawful use by the District of civil remedy at law, to correct an abuse or loss suffered by the District as a result of violation of this ordinance or any law of the State.

Sec. 7.8 Non-exclusivity of Penalties

The penalties provided for herein are in addition to and not exclusive of any other remedies available to the District as provided by applicable law.



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Chapter 8. Repeal

All District ordinances, resolutions, policies, rules and regulations or parts thereof in conflict or inconsistent with any of the provisions of these Regulations are hereby repealed.



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Chapter 9. Publication and Effective Date

Sec. 9.1. Publication in Book Form

In lieu of other publications, these Regulations shall be published in ~~book-print~~ or ~~digital form~~, and when so published, shall become effective with the same force and effect as if otherwise published. Such ~~book or pamphlet~~print or digital form shall be received as conclusive evidence of the passage and legal publication of these Regulations in all courts and other places without further proof of the passage and publication of these Regulations.

Sec. 9.2. Effective Date

These Regulations shall take effect and be in force ten (10) days after the date of its passage, approval, and publication in ~~book or pamphlet~~print or digital form as provided for herein.



Oak Brook Park District

BOARD MEETING

AGENDA ITEM –HISTORY/COMMENTARY

ITEM TITLE: FIRE ALARM CONTROL PANEL UPGRADE

AGENDA No.: 8C

MEETING DATE: AUGUST 17, 2026

STAFF REVIEW:

Deputy Director, Bob Johnson:

RECOMMENDED FOR BOARD ACTION:

Executive Director, Laure Kosey:

ITEM HISTORY (PREVIOUS PARK DISTRICT BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, COMMITTEE ACTION, OTHER PERTINENT HISTORY): The Simplex 4100 fire alarm control panel that services the Family Recreation Center is beyond its useful life and in need of replacement. The panel is over 25 years old, and is obsolete. ADA and National Fire Code requires the panel to be capable of synchronizing the visual strobe lights throughout the building when activated, and the existing panel does not have this capability. In addition, the replacement parts are difficult to source. The fire alarm panel is a proprietary Johnson Controls-Simplex system, integrated with alarm pull stations, strobe lights, annunciators, and the monitoring/communication devices.

ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS):

- The project scope includes:
- Replace the existing Simplex 4100+ fire alarm control panel (FACP) and replace with Simplex 4100ES FACP.
- Replace all cards, power supplies, and relay boards with new.
- Provide retrofit kits and batteries.
- Install (1) new smoke detector above the fire panel.
- Remove (33) non-sync horn/strobes and (26) non-sync strobes. Replace with new sync-style horn/strobes and strobes.
- Provide test and certification of new equipment and devices.

The proprietary system would be purchased through Johnson Controls Fire Protection LP Sourcewell Contract # 121024-JHN. The equipment and installation cost per the Sourcewell contract is \$47,421.68.

Action Proposed:

A Motion (and a Second) to approve the proposal from and enter a contract with Johnson Controls Fire Protection LP for a fire panel replacement per quote #US2657204 for a total cost not-to-exceed \$47,421.68.



Quote Proposal
Quote # : US2657204
Account : Oak Brook Park District

This quote is valid for 30 days

Presented By:

Craig Penzien
Johnson Controls Fire Protn LP
3007 Malmo Dr Arlington Heights
IL USA 60005-0000
Phone:
Email: craig.penzien@jci.com

Presented To:

Oak Brook Park District
1450 Forest Gate Rd
Oak Brook IL 60523-2159

Worksite Location:

Family Recreation Center
1450 Forest Gate Rd
Oak Brook IL 60523-2159

The Power behind **your mission**



SCOPE OF WORK

Summary

Upgrade existing fire alarm panel and notification devices (strobes and horn/strobes) for visual syncing purposes and compliance.

Scope

Replace the existing Simplex 4100+ fire alarm control panel (FACP) and replace with Simplex 4100ES FACP.

This will entail replacing all cards, power supplies, and relay boards with new.

Provide retrofit kits and batteries.

Install (1) new smoke detector above the fire panel.

Remove (33) non-sync horn/strobes and (26) non-sync strobes. Replace with new sync-style horn/strobes and strobes.

Provide test and certification of new equipment and devices.

Clarifications

This proposal is based upon site survey and tech reports.

This proposal does not include permits or review fees.

If permits are required these will be assessed at the time of the project and presented to the customer as a change order.

All other existing devices and cabling are to remain and be reused. These devices and cabling are assumed to be in good working condition. If these devices and cabling are found to be defective, a change order will be provided to the customer to repair or replace the defective devices and or cabling.

As well the new notification power supply circuits for horns and strobes are more sensitive to shorts and grounds than the older power supplies.

If circuits are found to have shorts and grounds existing a change order will be provided to the customer to cover the time and material costs to fix the cabling.

This proposal is subject to AHJ approval.

This proposal does NOT provide for full building drawings or submittal package.

Panel build drawings only.

This proposal does not include premium time. Overtime or holiday work required (as a result of project delays created by others) will be justification for a Change Order.

SCOPE OF WORK

This proposal does not include procurement or coordination of monitoring service for the fire alarm/security system.

This proposal includes a one (1) year standard parts and labor warranty in accordance with Johnson Controls terms and conditions.

The proposal provides for estimated taxes, however additional taxes, duties, tariffs or similar items imposed prior to shipment will be charged.

Delays, Costs and Extensions of Time

Any additional taxes, duties, tariffs or similar items imposed prior to shipment will be charged.

50% deposit is required.

The deposit is invoiced to the customer once the project is booked. Invoice is expected to be paid within 30 days.

JCI's time for performance of the Work shall be extended for such reasonable time as JCI is delayed due to causes reasonably beyond JCI's control, whether such causes are foreseeable or unforeseeable, including pandemics such as coronavirus (provisionally named SARS-CoV-2, with its disease being named COVID-19) including, without limitation, labor, parts or equipment shortages. To the extent JCI or its subcontractors expend additional time or costs related to conditions or events set forth in this provision, including without limitation, expedited shipping, hazard pay associated with site conditions, additional PPE requirements, additional time associated with complying with social distancing or hygiene requirements, or additional access restrictions, the Contract Sum shall be equitably adjusted.

This proposal is valid for 30 days.

This proposal does not include procurement or coordination of monitoring service for the fire alarm/security system.

This proposal includes a one (1) year standard parts and labor warranty in accordance with Johnson Controls terms and conditions.

Terms and conditions of customer's purchase order/contract shall be subject to Johnson Controls review. Final agreement to terms shall be by written agreement between customer and Johnson Controls.

Please contact Tianna Tyler at 224-374-0994 and or Craig Penzien 630-327-0538 with any questions.

QUOTATION

QUOTATION FOR

Oak Brook Park District

BILL TO

Oak Brook Park District
1450 Forest Gate Rd
Oak Brook IL 60523-2159

WORKSITE

Family Recreation Center
1450 Forest Gate Rd
Oak Brook IL 60523-2159

PRICING AGREEMENT:

Items cited on this quote are products and services on the Johnson Controls Fire Protection LP Sourcewell Contract # 121024-JHN.

QUOTE TOTALS

INSTALL TOTAL	\$47,421.68
PRE-TAX TOTAL	\$47,421.68
SALES TAX	\$0.00
TOTAL PRICE	\$47,421.68

This quote includes estimated sales tax only, and any additional sales tax will be charged where applicable. Any additional taxes, duties, tariffs or similar items imposed prior to shipment will be charged.

SYSTEM SUMMARY

Qty	Item #	Description
Standard Warranty		
1	901000038	FA - Standard Warranty (12 months)
Oak Brook FACP 4100-Devices		
1	FREIGHT	FREIGHT
1	4100-9921	4100U RETRO KT 2 BAY BGE GLS D
3	4090-9001	IAM SUPERVISED IDNET
3	YJ1263	BRACKET/COVER IAM 2-GANG RED
1	4098-9714	SSD PHOTO SENSOR
1	4098-9792	SSD SENSOR BASE
1	4009-9201	NAC EXTENDER 120VAC, IDNET
26	4906-9101	V/O M-C NON-ADDRESS, RED, WALL
33	4906-9127	A/V M-C NON-ADDRESS, RED, WALL
59	4905-9836	COSMETIC ADAPTER PLATE RED
1	2081-9297	SIESMIC BATTERY BRACKET 33AH
2	2081-9276	LIFEALARM BATTERY 33AH SHORT
2	400033720	12V 7 AMP-HOUR LEAD-ACID BAT
Oak Brook FACP 4100-Prof Services		
	950000014	Project Labor - DESIGN
	950000012	Project Labor - CAD
	950000018	Project Labor - PM
	950000016	Project Labor - PREP
	950000017	Project Labor - TECH
Oak Brook FACP 4100-Install		
	950000025	SUBCONTRACTING LABOR
Oak Brook FACP 4100		
1	4100-9701	ES-PS MSTR CTRLR 2X40
1	41002152	2BAY GLASS DR PKG FACTORY ONLY
1	41007905	BI - FACTORY BUILT MAIN CONFG
1	4100-2300	EXPANSION BAY (PHASE 10 ONLY)
1	4100-2504	CS GATEWAY W/IP COM 4100 SIDE

SYSTEM SUMMARY

1	4100-6031	CITY MODULE W/DISCONNECT
1	4100-3117	MSTR CTLR IDNET2, FACTORY ONLY
3	4100-5450	NAC CARD
3	4100-5013	8 POINT ZONE/RELAY MODULE
3	4100-0644	120V ES-PS PDM HARNESS
1	4100-0634	POWER DISTRIBUTION MODULE 120V
1	4100-1294	LED/SWITCH SLIDE-IN LABEL KIT
3	4100-5131	ES-PS FAN MODULE
1	4100-5401	ES-PS POWER SUPPLY
1	4100-5402	ES-XPS POWER SUPPLY
3	4100-1277	16 RED/YEL PLUGGABLE LED MOD
1	4100-3209	8 PT 3A AUX RELAY CARD
1	4100-1288	64/64 LED/SWITCH CONTROLLER
5	4100-1279	2" BLANK DISPLAY MODULE
1	4603-9101	LCD ANNUNCIATOR
1	FREIGHT	FREIGHT

SIGNATURE

Customer and Johnson Controls acknowledge having read and being bound by the terms and conditions of this Quotation: US2657204

IMPORTANT NOTICE TO CUSTOMER

This Agreement is contingent on credit approval, which may be checked at JCI's discretion and requires final approval of a JCI authorized manager before any equipment/ services may be provided. Should credit and/or approval be declined, this Agreement will be terminated and JCI's only obligation to customer will be to notify Customer of such termination and refund any amounts paid in advance.

For Customers located in Canada, this Fire Domain Sale and Installation Agreement has been drawn up and executed in English at the request of and with the full concurrence of Customer. Ce contrat a été rédigé en anglais à la demande et avec l'assentiment du client.

CUSTOMER ACCEPTANCE:

In accepting this Agreement, Customer agrees to the terms and conditions contained herein including those on the following page(s) of this Proposal and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes requested by Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized by the parties in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.**

Customer agrees to pay Johnson Controls pursuant to the progress-based billing schedule of values set forth below. If the schedule of values includes an upfront deposit, it will be paid within 30 days of contract signing and Johnson Controls will not commence work until the upfront deposit is received. Customer agrees to pay for materials, goods, and equipment (ordered, delivered, or stored) pursuant to the schedule of values, prior to installation commencement. The remaining portion of the total price will be progress billed through completion of the work. Johnson Controls progress based billing can also include any services performed on-site or off-site. All invoices will be delivered via Email, paid via Electronic Funds Transfer and are due Net 30 from the date of invoice. Electronic Funds Transfer details will be provided upon contract execution. The proposed total price is contingent upon Customer agreeing to these payment and invoicing terms.

Planned Monthly Progress Billing Schedule of Values		
Item #	Description	%
1	Deposit	50%
2	Mobilization	10%
3	Engineering	TBD
4	Material	TBD
5	Installation	TBD
6	Commissioning	TBD
*To be mutually agreed upon in writing at a later date		

This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing:

☐

NO: This signed contract satisfies requirement

☐

YES: Please reference this PO Number: _____

Offered By: Johnson Controls Fire Protection LP 3007 Malmö Dr Arlington Heights IL USA 60005-0000 Telephone: Representative: Craig Penzien Email: craig.penzien@jci.com	Accepted By: (Customer) Company: Oak Brook Park District Address: 1450 Forest Gate Rd Signature: _____ Title: _____ Date: _____
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TERMS AND CONDITIONS

1. Deposit, Invoicing and Payments. Customer agrees to pay Johnson Controls pursuant to the progress-based billing schedule of values set forth in Johnson Controls' proposal. If the schedule of values includes an upfront deposit, it will be paid within 30 days of contract signing and Johnson Controls will not commence work until the upfront deposit is received. Customer agrees to pay for materials, goods, and equipment (ordered, delivered, or stored) pursuant to the schedule of values, prior to installation commencement. The remaining portion of the total price will be progress billed through completion of the work. Johnson Controls progress-based billing can also include any services performed on-site or offsite. Invoicing disputes must be identified in writing within 21 days of the invoice date. Payments of any disputed amounts are due and payable upon resolution. All invoices will be delivered via Email, paid via Electronic Funds Transfer and are due Net 30 days from the date of invoice. Electronic Funds Transfer details will be provided upon contract execution. The proposed total price is contingent on Customer agreeing to these payment and invoicing terms. In exchange for close-out documents to be provided by Company, Customer agrees to pay Company the remaining project balance when on-site labor is completed and prior to any final inspections. Customers without established satisfactory credit and Customers who fail to pay amounts when due may be required to make payments of cash in advance, upon delivery or as otherwise specified by Company. Company reserves the right to revoke or modify Customer's credit in its sole discretion. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and that Customer's failure to make payment when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to Company and will give Company, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend Company's obligations under or terminate this Agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. Company's election to continue providing future services does not, in any way diminish Company's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. Company shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring services or the Company otherwise performs services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or Company's efforts to collect payment, Customer shall immediately notify Company in writing and explain the basis of the dispute. Customer agrees to pay all of

Company's reasonable collection costs, including legal fees and expenses.

2. Pricing. The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as set forth in the Scope of Work ("Equipment" and "Services"). If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price will be increased accordingly. If this Agreement extends beyond one year, Company may increase prices upon notice to the Customer.

All stated prices are exclusive of and Customer agrees to pay any taxes, fees, duties, tariffs, false alarm assessments, installation or alarm permits, and levies or other similar charges imposed and/or enacted by a government, however designated or imposed, including but not limited to value-added and withholding taxes that are levied or based upon the amounts paid under this Agreement. This Agreement is entered into with the understanding that the services to be provided by Company are not subject to any local, state, or federal prevailing wage statute. If it is later determined that local, state, or federal prevailing wage rates apply to the services to be provided by Company, Company reserves the right to issue a modification or change order to adjust the wage rates to the required prevailing wage rate. Customer agrees to pay for the applicable prevailing wage rates.

Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Prices for products covered by this Agreement may be adjusted by Company, upon notice to Customer at any time prior to shipment and regardless of Customer's acceptance of the Company's proposal or quotation, to reflect any increase in Company's cost of raw materials (e.g., steel, aluminum) inability to secure Products, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements.

3. Alarm Monitoring Services. Any reference to alarm monitoring services in this Agreement is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Company's standard alarm monitoring services agreement.

4. Code Compliance. Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction (e.g., Fire Marshal) may establish additional requirements for compliance with federal, state/provincial, and local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

5. Limitation of Liability; Limitations of Remedy. It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage shall be obtained by the Customer and that amounts payable to company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located

TERMS AND CONDITIONS

on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company to be calculated with reference to payments made at the time the loss is sustained. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. In no event shall Company be liable for any damage, loss, injury, or any other claim arising from any servicing, alterations, modifications, changes, or movements of the Covered System(s) or any of its component parts by Customer or any third party. To the maximum extent permitted by law, in no event shall Company and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

6. Reciprocal Waiver of Claims (SAFETY Act). Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of

Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

7. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. – 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or equipment as described in the Scope of Work section or the listed attachments ("Covered System(s)"). The Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes the Covered System(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. Unless otherwise specified in this Agreement, any inspection (and, if specified, testing) provided under this Agreement does not include any maintenance, repairs, alterations, replacement of parts, or any field adjustments whatsoever, nor does it include the correction of any deficiencies identified by Company to Customer. Company shall not be responsible for equipment failure occurring while Company is in the process of following its inspection techniques, where the failure also results from the age or obsolescence of the item or due to normal wear and tear. This Agreement does not cover systems, equipment, components or PARTS THAT are below grade, behind walls or other obstructions or exterior to the building, electrical wiring, and piping.

8. Customer Responsibilities. Customer shall furnish all necessary facilities for performance of its work by Company, adequate space for storage and handling of materials, light, water, heat, heat tracing, electrical service, local telephone, watchman, and crane and elevator service and necessary permits. Where wet pipe system is installed, Customer shall supply and maintain sufficient heat to prevent freezing of the system. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. Customer shall further:

- supply required schematics and drawings unless they are to be supplied by Company in accordance with this Agreement;
- Provide a safe work environment, in the event of an emergency or Covered System(s) failure, take reasonable safety precautions to protect against

TERMS AND CONDITIONS

personal injury, death, and property damage, continue such measures until the Covered System(s) are operational, and notify Company as soon as possible under the circumstances.

- Provide Company access to any system(s) to be serviced,
- Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this Agreement.

Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Company secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

9. Excavation. In the event the Work includes excavation, Customer shall pay, as an extra to the contract price, the cost of any additional work performed by Company due to water, quicksand, rock or other unforeseen condition or obstruction encountered or shoring required.

10. Structure and Site Conditions. While employees of Company will exercise reasonable care in this respect, Company shall be under not responsibility for loss or damage due to the character, condition or use of foundations, walls, or other structures not erected by Company or resulting from the excavation in proximity thereto, or for damage resulting from concealed piping, wiring, fixtures, or other equipment or condition of water pressure. All shoring or protection of foundation, walls or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of Customer. Customer shall have all things in readiness for installation including, without limitation, structure to support the sprinkler system and related equipment (including tanks), other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event Customer fails to have all things in readiness at the time scheduled for receipt of materials, Customer shall reimburse Company for all expenses caused by such failure. Failure to make areas available to Company during performance in accordance with schedules that are the basis for Company's proposal shall be considered a failure to have things in readiness in accordance with the terms of this Agreement.

11. Confined Space. If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

12. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- Space in which work must be performed that, because of its construction, location, contents or work activity therein, accumulation of a hazardous

gas, vapor, dust or fume or the creation of an oxygen deficient atmosphere may occur,

- "permit confined space," as defined by OSHA for work performed by Company in the United States, risk of infectious disease,
- need for air monitoring, respiratory protection, or other medical risk,
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions". Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and remobilization expenses as determined by Company. This Agreement does not provide for the cost of testing involving a discharge or release, capture, containment, transport, removal, or disposal (collectively, the "Discharge Services") of any hazardous waste materials, hazardous materials, or firefighting materials including without limitation firefighting foam encountered in and/or discharged from any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Customer shall be responsible for any Discharge Services associated with such materials, including all discharged firefighting foam in accordance with all applicable law. Company shall not be responsible for the testing, removal or disposal of such hazardous materials. Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the use of or any Discharge Services associated with any hazardous waste, hazardous materials, or firefighting materials including without limitation firefighting foam encountered or discharged from any of the Covered System(s) and/or during performance of the Services.

13. Occupational Health and Safety/OSHA Compliance. Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the enforcement of applicable laws regarding occupational health and safety for work performed in Canada or the Occupational Safety Health Act for work performed by Company in the United States. (and any amendments or changes thereto) unless said claims, demands or damages are a direct result of causes within the exclusive control of Company.

14. Interferences. Customer shall be responsible to coordinate the work of other trades (including but not limited to ducting, piping, and electrical) and for and additional costs incurred by Company arising out of

TERMS AND CONDITIONS

interferences to Company's work caused by other trades.

15. Modifications and Substitutions. Company reserves the right to modify materials, including substituting materials of later design, providing that such modifications or substitutions will not materially affect the performance of the Covered System(s).

16.Changes, Alterations, Additions. Changes, alterations and additions to the Scope of Work, plans, specifications or construction schedule shall be invalid unless approved in writing by Company. Should changes be approved by Company, that increase or decrease the cost of the work to Company, the parties shall agree, in writing, to the change in price prior to performance of any work. However, if no agreement is reached prior to the time for performance of said work, and Company elects to perform said work so as to avoid delays, then Company's estimate as to the value of said work shall be deemed accepted by Customer. In addition, Customer shall pay for all extra work requested by Customer or made necessary because of incompleteness or inaccuracy of plans or other information submitted by Customer with respect to the location, type of occupancy, or other details of the work to be performed. In the event the layout of Customer's facilities has been altered, or is altered by Customer prior to the completion of the Work, Customer shall advise Company, and prices, delivery and completion dates shall be changed by Company as may be required.

17. Commodities Availability. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

18. Project Claims. Any claim of failure to perform against Company arising hereunder shall be deemed waived unless received by Company, in writing specifically setting forth the basis for such claim, within ten (10) days after such claims arises.

19.Back charges. No charges shall be levied against Company unless seventy-two (72) hours prior written notice is given to Company to correct any alleged deficiencies which are alleged to necessitate such charges and unless such alleged deficiencies are solely and directly caused by Company.

20. System Equipment. The purchase of equipment or peripheral devices (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company or a third party, interferes

with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

21. Reports. Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current Report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

22. Limited Warranty. Subject to the limitations below, Company warrants any equipment (as distinguished from the Software) installed pursuant to this Agreement to be free from defects in material and workmanship under normal use for a period of one (1) year from the date of first beneficial use or all or any part of the Covered System(s) or 18 months after Equipment shipments, whichever is earlier, provided however, that Company's sole liability, and Customer's sole remedy, under this limited warranty shall be limited to the repair or replacement of the Equipment or any part thereof, which Company determines is defective, at Company's sole option and subject to the availability of service personnel and parts, as determined by Company. Company warrants expendable items, including, but not limited to, video and print heads, television camera tubes, video monitor displays tubes, batteries and certain other products in accordance with the applicable manufacturer's warranty. Company does not warrant devices designed to fail in protecting the System, such as, but not limited to, fuses and circuit breakers. Company warrants that any Company software described in this Agreement, as well as software contained in or sold as part of any Equipment described in this Agreement, will reasonably conform to its published specifications in effect at the time of delivery and for ninety (90) days after delivery. However, Customer agrees and acknowledges that the software may have inherent defects because of its complexity. Company's sole obligation with respect to software, and Customer's sole remedy, shall be to make available published modifications, designed to correct inherent defects, which become available during the warranty period. If Repair Services are included in this Agreement, Company warrants that its workmanship and material for repairs made pursuant to this

TERMS AND CONDITIONS

Agreement will be free from defects for a period of ninety (90) days from the date of furnishing.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.

Warranty service will be performed during Company's normal working hours. If Customer requests warranty service at other than normal working hours, service will be performed at Company's then current rates for after hours services. All repairs or adjustments that are or may become necessary shall be performed by and authorized representative of Company. Any repairs, adjustments or interconnections performed by Customer or any third party shall void all warranties. Company makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID-19. Unless agreed to in writing by the parties, any technical support, assistance, or advice ("Technical Support") provided by Company, such as suggestions as to design use and suitability of the products for the customer's application, is provided in good faith, but Customer acknowledges and agrees that Company is not the designer, engineer, or installer of record. Any Technical Support is provided for informational purposes only and shall not be construed as a representation or warranty, express or implied, concerning the proper selection, use, and/or application of products. Customer assumes exclusive responsibility for determining if the equipment and products supplied by Company are suitable for its intended application and all risk and liability, whether based in contract, tort or otherwise, in connection with its application and use of the products.

23. Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies Company of the existence of said hazardous conditions, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action.

24. Insurance. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers,

and representatives as additional insureds on Customer's general liability and auto liability policies.

25. Termination. Any termination under the terms of this Agreement shall be made in writing. In the event Customer terminates this Agreement prior to completion for any reason not arising solely from Company's performance or failure to perform, Customer understands and agrees that Company will incur costs of administration and preparation that are difficult to estimate or determine. Accordingly, should Customer terminate this Agreement as described above, Customer agrees to pay all charges incurred for products and equipment installed and services performed, and in addition pay an amount equal to twenty (20%) percent of the price of products and equipment not yet delivered and Services not yet performed, return all products and equipment delivered and pay a restocking fee of twenty (20%) percent the price of products or equipment returned. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined.

If Company's performance of its obligations becomes impracticable due to obsolescence or unavailability of systems, equipment, or products (including component parts and/or materials) or because the Company or its supplier(s) has discontinued the manufacture or the sale of the equipment and/or products or is no longer in the business of providing the Services, Company may terminate this Agreement, or the affected portions, at its sole discretion upon notice to Customer. Company may terminate this Agreement, or the affected portions, at its sole discretion upon notice to the Customer if Company's performance of its obligations are prohibited because of changes in applicable laws, regulations or codes.

26. Default. An Event of Default shall be (a) failure of Customer to pay any amount when due and payable, (b) abuse of the System or the Equipment, (c) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies: (i) discontinue furnishing Services and delivering Equipment, (ii) by written notice to Customer declare the balance of unpaid amounts due and to become due under this Agreement to be immediately due and payable; (iii) receive immediate possession of any Equipment for which Customer has not paid; (iv) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and (v) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

27. Exclusions. Unless expressly included in the Scope of Work, this Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; replacement of batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; system upgrades and the replacement of obsolete systems, equipment, components or parts; making repairs or replacements necessitated by reason of negligence or misuse of

TERMS AND CONDITIONS

components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). Repair Services provided pursuant to this Agreement do not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

28. No Option to Solicit. Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment, for a period of two years after termination of this Agreement.

29. Force Majeure; Delays. Company shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Company to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Company, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Company. If Company's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Company shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Company is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Company will be entitled to extend the relevant completion date by the amount of time that Company was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly

increases Company's cost to perform the services, Customer is obligated to reimburse Company for such increased costs, including, without limitation, costs incurred by Company for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees, compliance with vaccination requirements, or other costs and expenses incurred by Company in connection with the Force Majeure Event.

30. One-Year Claims Limitation; Forum; Choice of Law. Company shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. For Customers located in the United States, the laws of Delaware shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Milwaukee, Wisconsin. For customers located in Canada, this agreement shall be governed by and be construed in accordance with the laws of Ontario, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Ontario, Canada. The parties waive any objection to the exclusive jurisdiction of the specified forums, including any objection based on forum non conveniens. In the event the matter is submitted to a court, Company and Customer hereby agree to waive their right to trial by jury. In the event the matter is submitted to arbitration by Company, the costs of arbitration shall be borne equally by the parties, and the arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. Except as provided below, no claim or cause of action, whether known or unknown, shall be brought by either party against the other more than one year after the claim first arose. Claims not subject to the one-year limitation include claims for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work Customer will pay all of Company's reasonable collection costs (including legal fees and expenses). **31. Assignment.** This Agreement is not assignable by the Customer except upon written consent of Company first being obtained. Company shall have the right to assign this Agreement, in whole or in part, or to subcontract any of its obligations under this Agreement without notice to Customer.

32. Entire Agreement. The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

33. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this

TERMS AND CONDITIONS

Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

34. Legal Fees. Company shall be entitled to recover from the customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

35. Software and Digital Services. **Digital Enabled Services.** Data. If Company provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the collection, transfer and ingestion of building, equipment, system time series, and other data to Company's cloud-hosted software applications. Customer consents to and grants Company the right to collect, transfer, ingest and use such data to enable Company and its affiliates and agents to provide, maintain, protect, develop and improve the Digital Enabled Services and Company products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all loss, or guarantee a certain level of performance. Customer shall be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network"), shall appropriately protect hardware and products connected to the Network and will supply Company secure Network access for providing its Digital Enabled Services. As used herein, "Digital Enabled Services" mean services provided hereunder that employ Company software and related equipment installed at Customer facilities and Company cloudhosted software offerings and tools to improve, develop, and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote servicing and inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting. If Customer accesses and uses Software that is used to provide the Digital Enabled Services, the Software Terms (defined below) will govern such access and use.

Digital Solutions. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Company's standard terms for such Software and Software related professional services in effect from time to time at www.johnsoncontrols.com/techterms (collectively, the "Software Terms"). Specifically, the Company General EULA set forth at www.johnsoncontrols.com/buildings/legal/digital/generaleula governs access to and use of software installed on Customer's premises or systems and the Company Terms of Service set forth at www.johnsoncontrols.com/buildings/legal/digital/generalatos govern access to and use of hosted software products. The applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Company and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take

precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Notwithstanding any other provisions of this Agreement and unless otherwise agreed to by the parties in writing, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted herein. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at Company's thenapplicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement will be subject to additional fees based on the date such excess use began.

36. Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. Company may rely upon Customer's assent to the terms and conditions of this Agreement, if Customer has signed this Agreement or demonstrated its intent to be bound whether by electronic signature or otherwise.

37. Lien Legislation. Notwithstanding anything to the contrary contained herein, the terms of this Agreement shall be subject to the lien legislation applicable to the location where the work will be performed, and, in the event of conflict, the applicable lien legislation shall prevail.

38. Company as Processor of Personal Data : Where Company factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa ("DPA") shall apply.

Company as Controller : Company will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with Company's Privacy Notice at <https://www.johnsoncontrols.com/privacy>.

Customer acknowledges Company's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such

TERMS AND CONDITIONS

collection, processing and transfer by Company is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

39. FAR. Company supplies "commercial items" within the meaning of the Federal Acquisition Regulations (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. Government contract, Company will comply only with those mandatory flow-downs for commercial item and commercial services subcontracts listed either at FAR 52.244-6, or 52.212-5(e)(1), as applicable.

40. LICENSE INFORMATION (US SECURITY SYSTEMCUSTOMERS): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, Pmb 392, Montgomery, Alabama 36116 (334) 264-9388: AR Regulated by: Arkansas Board of Private Investigators And Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501) 618-8600: CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, 78752-4422, 512-424-7710. License numbers available at www.johnsoncontrols.com or contact your local Johnson Controls office.

IMPORTANT NOTICE TO CUSTOMER

This Agreement is contingent on credit approval, which may be checked at JCI's discretion and requires final approval of a JCI authorized manager before any equipment/services may be provided. Should credit and/or approval be declined, this Agreement will be terminated and JCI's only obligation to customer will be to notify Customer of such termination and refund any amounts paid in advance. In accepting this Proposal, Customer agrees to the terms and conditions contained herein and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS ON THE PRECEDING PAGES.** This proposal shall be void if not accepted in writing within 30 days from the date of the Proposal.

For Customers located in Canada, this Fire Domain Sale and Installation Agreement has been drawn up and executed in English at the request of and with the full concurrence of Customer. Ce contrat a été rédigé en anglais à la demande et avec l'assentiment du client.

Purchase Order

Purchase Order#: 27-7171

Order Date: 8-17-26



Oak Brook 177
Park District
www.obparks.org
1450 Forest Gate Road • Oak Brook, IL 60523-2151
Providing the very best in park and recreational opportunities, facilities and open lands for our community.

Vendor			Ship to:	
Johnson Controls Fire Protection LP			Oak Brook Park District	
3007 Malmo Drive			Attn: Bob Johnson	
Arlington Heights, IL 60005			1450 Forest Gate Road	
			Oak Brook, IL 60523	
			Project Site 1450 Forest Gate Road	
Phone:			Phone: 630-645-9540 Cell: 630-280-5469	
Email: craig.penzien@jci.com			Email: bjohnson@obparks.org	
Qty	Item #	Description	Unit Price	Extension
1		As defined in quote #US2657204	\$47,421.68	\$47,421.68
	Subtotal	\$		
Notes: This purchase order is issued pursuant to Sourcewell Contract #121024-JHN			Total	\$47,421.68

"Pursuant to the Illinois Prevailing Wage Act (820 ILCS 130/.01 et seq.) (the "Act"), for any construction for the Public Work, including minor repairs to the Public Work, the Contractor is required to comply with and notify all subcontractors in writing for any such construction, including minor repair to the Public Work, that they are required to comply with all provisions of the Act, including (i) all requirements for payment of the current general prevailing rate of hourly wages and fringe benefits, for each craft or type of worker or mechanic needed to perform such Work, and also the current general prevailing rate for legal holiday and overtime work, as ascertained by the Illinois Department of Labor for DuPage County, Illinois; and (ii) all record keeping requirements under the Act."

Instructions to Vendor
1.) Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.
2.) Notify immediately if unable to ship as specified.
3.) Send all invoices and correspondence to: Oak Brook Park District Marco Salinas, Chief Financial Officer 1450 Forest Gate Road Oak Brook, IL 60523

Oak Brook Park District Approving Signatures	
Department Director	
Chief Financial Officer	
Executive Director	
President	
OBPD Account:	

**Addendum to Purchase Order #27-7171 from the
Oak Brook Park District to Johnson Controls Fire
Protection.**

This Purchase Order is subject to the following terms and conditions:

1. Payment by the Oak Brook Park District (the "District") for the purchase and installation of the equipment shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) and in accordance with this section. Payment will be made as follows and only after receipt of invoice from Contractor and compliance with this Addendum by Contractor: a) for the purchase of the equipment, payment will be made after the equipment has been delivered, inspected and accepted by the District; and b) for installation of the equipment, upon completion and acceptance of the installed equipment by the District. The District shall withhold ten percent (10%) from the payments to the Contractor as retention. Payment of retention shall be requested with the Contractor's invoice for final payment and shall be paid by the District upon the satisfactory completion of the project in accordance with this addendum. No interest shall accrue on monies held in retention.
2. Contractor shall not grant rights in or to, or otherwise encumber the equipment or any parts of the equipment, to, in or by any third parties at any time, that would impair or delay the full exercise by District of any of its rights or remedies under this agreement. Clean and unencumbered title to the equipment shall be transferred to District upon acceptance of the equipment by District. Title to, and the risk of loss, injury or destruction from any casualty to the equipment, regardless of cause, will be the responsibility of Contractor until the equipment has been received, inspected and accepted by District.
3. The District is exempt for the Illinois Retailer's Occupational Tax, the Illinois Use Tax and the Federal Excise Tax as an exempt entity under the Internal Revenue Code. District shall provide Contractor with District's tax exemption identification number, for use by Contractor for this project only.
4. Contractor for itself and for all its sub-suppliers and subcontractors, agrees that no mechanic's lien or other claim shall be filed or maintained by Contractor or by any sub-supplier, subcontractor, laborer or any other person, whatsoever, against the District's funds for or on account of any work furnished under this Agreement. Prior to the payment of the work, Contractor shall provide: a) for any payment other than final payment for the work, a partial waiver of lien from Contractor and each sub-supplier and subcontractor reflecting any partial payouts, and for final payment, a final waiver of lien from Contractor and each sub-supplier and sub-contractor for the full amount of each subcontract for the work, showing all materials and labor have been paid in full; and b) sworn affidavit, in triplicate, containing such information and in such form to comply with the Illinois Mechanics Lien Act (770 ILCS 60/001 *et seq.*), showing in detail the sources of all labor and materials used in the Work, including the names and addresses of sub-suppliers and subcontractors and showing amounts paid for each.

Final payment shall not become due until the Contractor has fully performed the work, including but not limited to delivery of all manufacturer's and supplier's warranties, and has delivered to the District a complete release of all liens arising out of this Agreement or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the District to indemnify the District against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the District all money that the District may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

5. If Contractor defaults or neglects to carry out the work in accordance with this Agreement and fails within a three (3) day period after receipt of written notice from the District to commence and continue correction of such default or neglect with diligence and promptness, the District may, without prejudice to other remedies the District may have, correct such deficiencies. In such case, the District shall deduct from payments then or thereafter due Contractor the cost of correcting such deficiencies, including compensation to the District for any and all expenses related thereto. If payments then or thereafter due Contractor are not sufficient to cover such amounts, Contractor shall pay the difference to the District.

The rights and remedies of the District stated in this Agreement shall be in addition to and not in limitation of, any other rights of the District granted at law or in equity.

6. Contractor shall procure and maintain insurance, and shall cause all subcontractors hired to perform any work in conjunction with this purchase, of the following types and amounts, naming the District, its commissioners, employee, agents and volunteers shall be named as additional insureds:

a. Commercial General Liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location. CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 04 13, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to District. Any insurance or self-insurance maintained by the District shall be deemed excess of such Contractor's insurance and shall not contribute with it.

b. Business Auto Liability Insurance and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos. Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

c. Workers Compensation Insurance and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease. Contractor waives all rights against the District and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to such Contractor's activities.

7. This agreement, its validity, enforceability and interpretation, shall be governed by the laws of the State of Illinois. Jurisdiction for any claims shall be only in the Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois.
8. Nothing contained in any provision of this agreement is intended to constitute nor shall constitute a waiver of the defenses and immunities available to the District under the Illinois Local Government and Governmental Employees Tort Immunity Act.
9. Contractor shall comply with all applicable local, state and federal codes, laws, ordinances, rules and regulations. Contractor shall be licensed and bonded and shall be registered with the Village of Oak Brook, Illinois to perform the Work hereunder. Any breach by Contractor of the foregoing laws, regulations and rules shall constitute a breach by Contractor of this Agreement. Contractor's Compliance and Certification Attachment is attached to and incorporated as **Exhibit A** to this Addendum.

The Contractor shall comply with the requirements of the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) and the District's Ordinances requiring payment of prevailing wages. The Contractor shall pay or cause to be paid not less than the prevailing rate of hourly wage in the county the work is performed as determined by the Illinois Department of Labor for the month in which the work is performed including but not limited to all laborers, workers and mechanics. All contractors and subcontractors rendering services under this contract must comply with all requirements under the Act, including but not limited to, all wage, notice and record keeping duties. The Contractor is required to verify current prevailing wage prior to the first day of each month and to pay the then-current prevailing wage rate as determined by the Illinois Department of Labor, regardless of the rates contained in the Contract Documents. Any increases in costs to the Contractor due to the changes in the prevailing wage during the term of this Contract shall be at the expense of Contractor and not at the expense of District. Current prevailing wage rates are published at the following website: <http://labor.illinois.gov/>. The Contractor agrees to indemnify and hold harmless the District for any violations of the Prevailing Wage Act.

10. Time is of the essence of this Agreement. Contractor shall achieve Final Completion of the work on or before December 30, 2026. Final Completion means the date the work has been completed in accordance with the Contract Documents and the District has approved final payment to the Contractor.
11. Any subcontract that Contractor enters into for the work shall be in writing and shall specifically provide that the District is an intended third-party beneficiary of such subcontract and that the District shall have the right to enforce the subcontractor's obligations thereunder after the occurrence of a default under the contract by the Contractor. By appropriate written agreement, the Contractor shall require each subcontractor, to the extent of the work to be performed by the subcontractor, to be bound to the Contractor by the terms of this Agreement, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by this Agreement, assumes toward the District.
12. This Addendum, in addition to this Purchase Order #27-7171, Sourcewell Vendor Contract 121024-JHN and all other documents associated with Sourcewell Procurement Contract #121024-JHN, contain the entire agreement between Contractor and the District, and no statement, promise or inducement made by either party to the agency of either party that is not contained in this written

Agreement shall be valid or binding. No modification of this Agreement shall be effective unless in writing dated a date subsequent to the date of this Agreement and signed by an authorized representative of each Party.

13. The District may, at any time, terminate the Agreement in whole or in part for the District's convenience and without cause. Termination by the District under this section shall be by a notice of termination delivered to the Contractor specifying the extent of the termination and the effective date. Upon receipt of a notice of termination, the Contractor shall immediately, in accordance with instructions from the District: (1) cease operation as specified in the notice; (2) place no further orders; (3) enter into no further subcontracts for materials, labors, services or facilities except as necessary to complete continued portions of the work; (4) terminate all subcontracts and orders to the extent they relate to the work terminated; (5) proceed to complete the performance of work not terminated; and, (6) take actions that may be necessary or that the District may direct, for the protection and preservation of the terminated work. The Contractor shall recover payment for approved and properly performed work completed prior to the effective date of termination. Contractor shall not be entitled to damages or lost profits resulting from termination for convenience under this Section.

Exhibit A

CONTRACTOR COMPLIANCE AND CERTIFICATIONS ATTACHMENT

Note: The following certifications form an integral part of the Agreement between the Owner and Contractor. Breach by Contractor of any of the certifications may result in immediate termination of the Contractor's services by Owner.

THE UNDERSIGNED CONTRACTOR HEREBY ACKNOWLEDGES, CERTIFIES, AFFIRMS AND AGREES AS FOLLOWS:

- A. Contractor has carefully read and understands the contents, purpose and legal effect of this document as stated above and hereafter in this document. The certifications contained herein are true, complete and correct in all respects.
- B. Contractor shall abide by and comply with, and in contracts which it has with all persons providing any of the services or Work on this Project on its behalf shall require compliance with, all applicable Federal, State and local laws and rules and regulations including without limitation those relating to 1) fair employment practices, affirmative action and prohibiting discrimination in employment; 2) workers' compensation; 3) workplace safety; 4) wages and claims of laborers, mechanics and other workers, agents, or servants in any manner employed in connection with contracts involving public funds or the development or construction of public works, buildings or facilities; and 5) steel products procurement.
- C. All contracts for this Project are subject to the provisions of the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*), providing for the payment of the prevailing rate of wage to all laborers, workmen and mechanics engaged in the Work. Contractor shall pay prevailing rates of wages in accordance with the Illinois Department of Labor's wage determination and any subsequent determinations issued by the Illinois Department of Labor, all in accordance with applicable law. These revisions may be accessed by computer at <http://labor.illinois.gov/>. Contractor is responsible for determining the applicable prevailing wage rates at the time of bid submission and at the time of performance of the Work. Failure of Contractor to make such determination shall not relieve it of its obligations in accordance with the Contract Documents. Contractor shall also comply with all other requirements of the Act including without limitation those pertaining to inclusion of required language in subcontracts, job site posting, maintenance and submission of certified payroll records and inspection of records. Contractor is not barred from entering into public contracts under Section 11a of the Illinois Prevailing Wage Act due to its having been found to have disregarded its obligations under the Act. The Contractor shall submit monthly, no later than the 10th day of each calendar month, electronically a certified payroll to the Illinois Department of Labor's Certified Transcript of Payroll Portal, which can be accessed on Illinois Department of Labor website in accordance with the Prevailing Wage Act. Contractor shall include on all bonds and shall cause all subcontractors' bonds required under the Contract Documents to guarantee compliance with the Prevailing Wage Act. Contractor agrees to indemnify and hold harmless the Park District for any violations of the Prevailing Wage Act.

- D. If applicable, Contractor shall abide by the “*Employment of Illinois Workers on Public Works Act*” (30 ILCS 570/0.01 et seq.), which stipulates that whenever there is a period of excessive unemployment in Illinois, defined as any month immediately following two (2) consecutive calendar months during which the level of unemployment in Illinois exceeds five percent (5%) as measured by the U.S. Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Contractor shall employ only Illinois laborers unless otherwise exempted as so stated in the Act (“Illinois laborer” means any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident). Other laborers may be used if Illinois laborers are not available or are incapable of performing the particular type of work involved, if so certified by the Contractor and approved by the Owner.

- E. To the best of Contractor's knowledge, no officer or employee of Contractor has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or any unit of local government, nor has any officer or employee made an admission of guilt of such conduct which is a matter of record.

- F. Contractor is not barred from bidding on or entering into public contracts due to having been convicted of bid-rigging or bid rotating under paragraphs 33E-3 or 33E-4 of the Illinois Criminal Code. Contractor also certifies that no officers or employees of the Contractor have been so convicted and that Contractor is not the successor company or a new company created by the officers or owners of one so convicted. Contractor further certifies that any such conviction occurring after the date of this certification will be reported to the Owner, immediately in writing, if it occurs during the bidding process, or otherwise prior to entering into the Contract therewith.

- G. Pursuant to the Illinois Human Rights Act (775 ILCS 5/2-105), Contractor has a written sexual harassment policy that includes, at a minimum, the following information: (i) a statement on the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment utilizing examples; (iv) the Contractor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and directions on how to contact both; and (vi) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. Contractor further certifies that such policy shall remain in full force and effect. A copy of the policy shall be provided to the Illinois Department of Human Rights upon request.

- H. (i) Contractor's bid proposal was made without any connection or common interest in the profits anticipated to be derived from the Contract by Contractor with any other persons submitting any bid or proposal for the Contract; (ii) the Contract terms are in all respects fair and the Contract will be entered into by Contractor without collusion or fraud; (iii) no official, officer or employee of the Owner has any direct or indirect financial interest in Contractor's bid proposal or in Contractor, (iv) the Contractor has not directly or indirectly provided, and shall not directly or indirectly provide, funds or other consideration to any person or entity (including, but not limited to, the Owner and the Owner’s employees and agents), to procure

improperly special or unusual treatment with respect to this Agreement or for the purpose of otherwise improperly influencing the relationship between the Owner and the Contractor. Additionally, the Contractor shall cause all of its officers, directors, employees, (as the case may be) to comply with the restrictions contained in the preceding sentence.

- I. Contractor knows and understands the Equal Employment Opportunity Clause administrated by the Illinois Department of Human Rights, which is incorporated herein by this reference, and agrees to comply with the provisions thereof. Contractor further certifies that Contractor is an "equal opportunity employer" as defined by Section 2000 (e) of Chapter 21, Title 42 of the United States Code Annotated and Executive Orders #11246 and #11375 as amended, which are incorporated herein by this reference.
- J. Neither Contractor nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.
- K. Contractor is not barred from contracting with the Owner because of any delinquency in the payment of any tax administrated by the Illinois Department of Revenue, unless it is being contested. Contractor further certifies that it understands that making a false statement regarding delinquency in taxes is a Class A misdemeanor and, in addition, voids the Contract and allows the Owner, a municipal entity, to recover in a civil action all amounts paid to the Contractor.
- L. If Contractor has 25 or more employees at the time of letting of the Contract, Contractor knows, understands and acknowledges its obligations under the Illinois Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) and certifies that it will provide a drug-free workplace by taking the actions required under, and otherwise implementing on a continuing basis, Section 3 of the Drug Free Workplace Act. Contractor further certifies that it has not been debarred and is not ineligible for award of this Contract as the result of a violation of the Illinois Drug Free Workplace Act.
- M. Contractor knows, understands and acknowledges its obligations under the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 *et seq.* A true and complete copy of Contractor's Substance Abuse Prevention Program Certification is attached to and made a part of this Contractor Compliance and Certification Attachment.
- N. The Contractor shall comply with the requirements and provisions of the Freedom of Information Act (5 ILCS 140/1 *et seq.*) and, upon request of the Oak Brook Park District's designated Freedom of Information Act Officer (FOIA Officer), Contractor shall within two (2) business days of said request, turn over to the FOIA Officer any record in the possession of the Contractor that is deemed a public record under FOIA.

CONTRACTOR

By: _____

Its: _____

STATE OF _____)
) SS
COUNTY OF _____)

I, the undersigned, a notary public in and for the State and County, aforesaid, hereby certify that _____ appeared before me this day and, being first duly sworn on oath, acknowledged that he/she executed the foregoing instrument as his/her free act and deed and as the act and deed of the Contractor.

Dated: _____

(Notary Public)

(SEAL)

SUBSTANCE ABUSE PREVENTION PROGRAM CERTIFICATION

The Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 *et seq.*, (“Act”) prohibits any employee of the Contractor or any Subcontractor on a public works project to use, possess or be under the influence of a drug or alcohol, as those terms are defined in the Act, while performing work on the project. The Contractor/Subcontractor **[circle one]**, by its undersigned representative, hereby certifies and represents to the Oak Brook Park District that **[Contractor/Subcontractor must complete either Part A or Part B below]:**

A. The Contractor/Subcontractor **[circle one]** has in place for all of its employees not covered by a collective bargaining agreement that deals with the subject of the Act a written substance abuse prevention program, a true and correct copy of which is attached to this certification, which meets or exceeds the requirements of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 *et seq.* **[Contractor/Subcontractor must attach a copy of its substance abuse prevention program to this Certification.]**

Name of Contractor/Subcontractor (print or type)

Name and Title of Authorized Representative (print or type)

Signature of Authorized Representative

Dated:

B. The Contractor/Subcontractor **[circle one]** has one or more collective bargaining agreements in effect for all of its employees that deal with the subject matter of the Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 *et seq.*

Name of Contractor/Subcontractor (print or type)

Name and Title of Authorized Representative (print or type)

Signature of Authorized Representative

Dated:

New Business



Oak Brook Park District

BOARD MEETING

AGENDA ITEM –HISTORY/COMMENTARY

ITEM TITLE: SPLASH CENTRAL GUTTER GRATES REPLACEMENT PROJECT (*REQUIRES WAIVING THE BOARD RULES TO APPROVE AT THIS MEETING*)

AGENDA No.: 9A

MEETING DATE: AUGUST 17, 2026

STAFF REVIEW: Superintendent of Facilities, Valerie Louthan:

RECOMMENDED FOR BOARD ACTION: Executive Director, Laure Kosey:

ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, COMMITTEE ACTION, OTHER PERTINENT HISTORY)

The existing gutter grates surround the inside pools have reached their ten-year service life and are due for replacement.

ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS):

It is required to replace the existing gutter grates surrounding the indoor pools because they have reached their anticipated ten-year lifespan and are due for replacement. Due to the constant exposure to pool water, the grates become brittle and crack over time. Replacing the grates proactively maintains a safe and functional pool deck while addressing normal wear and deterioration. It also prevents potential disruptions to pool operations and unexpected failures.

The Project Scope includes:

- Removal of all the existing gutter grating.
- Supply, custom fitting, and installation of new Neptune Benson grating system.

The product and installation will be purchased through Landmark Aquatic's Proposal #00005575 utilizing the Buy Board Purchasing Cooperative Contract #701-23. The product and installation cost is \$56,254.14.

ACTION PROPOSED:

A Motion (and a Second) to Waive the Board's Rules to approve, at this meeting, the Landmark Aquatics Proposal #00005575 for the purchase and installation of pool gutter grates. A Motion (and a Second) to approve the Landmark Aquatics Proposal #00005575 for the purchase and installation of pool gutter grates for a total cost not-to-exceed \$56,254.14.

GENERAL PROPOSAL

Customer: Oak Brook Park District
Date: 8/10/2026
Project: Oak Brook Park District - Gutter Grating
Location: 1450 Forest Gate Road, Oak Brook, IL 60523, usa
Proposal #: 00005575
Expiration: 3/20/2026

BASE BID PRICING

QTY	PRODUCT CODE	DESCRIPTION	UNIT PRICE	PRICE
6.00	1000-3770	PERPENDICULAR FASTENING SET 50 SET BAG	\$91.98	\$551.88
1.00	1003-4391	VGB, PE Custom Corner Perp 18in PVC WT	\$748.26	\$748.26
84.00	INL0011	Prevailing Wage Rates	\$172.00	\$14,448.00
2.00	TRIPZONE4	TRIP CHARGE ZONE 4 TRIPZONE4	\$345.00	\$690.00
1.00	IM001	Installation Materials IM001	\$750.00	\$750.00
9.00	S&E-TRAVEL/LODGING	SERVICE TRAVEL & LODGING	\$200.00	\$1,800.00
2.00	FUEL SURCHARGE - ZONE 4	FUEL SURCHARGE - ZONE 4	\$28.00	\$56.00
9.00	ST001	Service Technician Per Diem	\$68.00	\$612.00
490.00	1003-5308	Grate Perpendicular 16 PVC GY	\$63.27	\$31,002.30
8.00	1000-8807	CORNER 90° PERP 16 PVC GY-OUT	\$559.57	\$4,476.56
2.00	1001-8266	CORNER 90° PERP 16 PVC GY-IN	\$559.57	\$1,119.14
			Subtotal	\$56,254.14
			Tax (if required)	
			Total	\$56,254.14

SCOPE OF WORK

Provide and install custom Neptune Benson gutter grating. Corners measured on-site before install to determine if template is required (will be required aside from standard 90 degree angles). This is Prevailing Wage. Exclusion: Disposal of old guttering.

Buy Board Breakdown:

Labor: \$172/hr/man x 3 men x 4 days (Normal Buyboard cost: \$16,512, Discounted to: \$14,448

Parts/Equipment: Custom Neptune Benson Equipment, Grating, Trim Down: \$41,806.14

This estimate is based on the information available at the time of quoting, including visible equipment, customer-provided details, and current site conditions. Once technicians are on site, additional equipment, parts, labor, access issues, or unforeseen conditions may be identified that were not included in the original scope.

If additional work, materials, or labor time are required, Landmark will communicate the change to the customer before proceeding when possible. Any approved changes may result in additional charges and will be documented as an updated scope, change order, or revised estimate.

EXCLUSIONS

- **ELECTRICAL EXCLUSION:** All necessary line voltage electrical work and materials required to complete installation and facilitate the proper operation of the above-listed equipment and/or system are hereby excluded from this proposal. Acceptance of this proposal indicates agreement by the Owner to provide such excluded work and materials, at the Owner's expense, to facilitate a properly functional system.
- **BONDING:** Bonding is required by the National Electrical Code (NEC 680-22). Installation quote assumes, if applicable, existing anchor is bonded and a usable bonding point is available. If a bonding point is not present, the owner is responsible, at their cost, for providing an electrician to ensure proper bonding of items is accomplished.
- **EXISTING ANCHORS:** Installation quote is based on the existing anchor(s) being solid and usable for the new application. If existing anchor is deemed unusable, additional labor and material cost will be quoted before installation can be completed.
- **FREIGHT/SHIPPING CHARGES:** Freight and/or shipping charges are estimated and may increase based on the actual cost of such. Actual shipping charge(s) will be reflected on the invoice.
- **BONDS AND/OR PERMITTING:** Bonds or permitting fees are not included unless requested.

We look forward to the opportunity of working with you. Please do not hesitate to contact me with any questions.

Best Regards,

Cameron Starr
Aquatic Sales Specialist
12966 N County Road 50 W
Roachdale, IN 46172
Direct: (765) 522-1126
Email: cstarr@landmarkaquatic.com

ACCEPTANCE

Purchase Order Number (Optional) _____

By signing below, Purchaser acknowledges and accepts the terms and conditions in this Agreement. This Agreement shall be effective upon signature of both parties.

Landmark Aquatic: Cameron Starr	Oak Brook Park District
By: _____ (Signature of Landmark Representative)	By: _____ (Signature of Authorized Individual)
Name: _____	Name: _____
Email: cstarr@landmarkaquatic.com	Email: vlouthan@obparks.org
Date Submitted: _____	Date Submitted: _____

GENERAL TERMS AND CONDITIONS

1. Entire Agreement. This Agreement and any Seller's Credit Application signed by Buyer constitute the final expression of the agreement between Buyer & Seller with respect to the subject matter hereof and a complete, fully integrated and exclusive statement of their agreement in this regard and there are no understandings, agreements, covenants representations or warranties of any kind, express or implied, not expressly set forth herein. No provision of any purchase order or other document issued by Buyer will alter or add to the terms of this agreement, and any such provision or modification will be void and of no effect. No modification or extension of this Agreement by Buyer will be binding unless it is in writing and is signed by an authorized representative of seller, and no modification of this agreement shall be affected by the parties' course of dealing, usage, or trade custom. In addition, no application of 92.207 of the Uniform Commercial Code (or its local equivalent) to "knock out" or otherwise modify, amend, supplement or supersede any terms or conditions of this Agreement shall have any effect and is expressly rejected. By taking delivery of Product, Buyer shall be conclusively deemed to have accepted and assented to these General Terms and Conditions. In the event that Buyer and Seller engage in any electronic transactions, including, but not limited to, electronic data interchange or facsimile exchanges, such electronic exchanges shall be considered as valid and legally binding and shall be subject to the terms and conditions of this agreement.

2. Separate Transactions. All Purchase Orders shall be subject to written acceptance by Seller. Each shipment shall constitute a separate and independent transaction and Seller may recover for each such shipment without reference to any other. If Buyer is in default of any term or condition of the agreement, Seller may, at its option, without waiving its right to terminate this Agreement, defer further shipments hereunder until such default is remedied on which event Seller may elect to extend the Terms of this Agreement for a period of time equal to the period of time during which shipments were so deferred, or, in addition to any other right or remedy at law or in equity Seller may decline further performance of this Agreement, or if in Seller's opinion the delivery or use of Product may result in an environmental health or safety danger or hazard. Seller may, but shall not be obligated to, grant credit terms to Buyer. Acceptance of any order is subject to final credit approval by Seller. If, in the judgement of Seller, the financial responsibility of Buyer shall at any time become impaired, Seller may without notice to Buyer, suspend credit, cancel any unfilled orders, and/or decline to make further deliveries under this Agreement except upon receipt before shipment, of payment in cash or satisfactory security for such payment. Buyer agrees, upon request, to provide Seller with its most recent financial statements and such other evidence of corporate and financial standing as Seller may reasonably request from time to time to evaluate Buyer's creditworthiness.

3. Product Returns. No Product sold hereunder shall be returned to Seller without Seller's prior written permission. Approved Product returns shall be subject to a restocking charge equal to 30% of the then current sale price FOB Seller's warehouse as indicated in the product return approval, with return freight charges for Buyer's account. For Product that cannot be returned, Seller may, in its discretion, provide Buyer with assistance on regulatory issues, disposal options and cost estimates.

4. Warranties. 4.1 Subject to Clauses

4.2, 4.3 and 4.4, Seller will replace, if necessary, any Product that does not meet the "Product Specifications Submitted by Buyer", if any, on page one (1) of the attached Cover Sheet or if none, the manufacturer's specifications. Seller may, at its sole option, elect to credit Buyer for the purchase price of any defective Product in lieu of replacement.

4.2 Replacement of, or credit for, defective Products is subject to and conditional upon, (a) Buyer's account with Seller being current and in good standing; (b) written notice from the Buyer within seven (7) days of delivery of any Product that does not meet specifications; (c) provision of independent evidence satisfactory to Seller that the Product does not meet specifications; (d) the provision of a sample of the Product to Seller for testing; (e) proper storage of this Product in accordance with Seller's or manufacturer's instructions; (f) decontamination of storage receptacles in accordance with statutory regulations and use of best practices prior to placing any Product in the receptacle; and (g) use of Products for their intended purpose.

4.3 This Warranty excludes damage to or alteration of Products arising from circumstances outside the control of Seller, including, without limitation, mixing of other chemicals or products.

4.4 The Buyer agrees to use the Products in accordance with; (a) any instructions provided to it by Seller from time to time; (b) all federal state & local laws and regulations governing the storage, use and maintenance of the Products; and (c) best industry practices. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PUPOSE. Determination of the suitability of the Product(s) supplied hereunder for the uses and applications contemplated by Buyer and others shall be the sole responsibility of the Buyer. The warranty in clause 4.1 constitutes Buyer's sole remedy and Seller's sole obligation with respect to Products furnished hereunder.

5. Claims. No claim shall be allowable after any such Product has been processed in any manner, and claims on account of defect in quality, or loss of, damage to, or shortage in quantity of, the Product shall be deemed to be waived by the Buyer unless made in writing within seven (7) days from the date of receipt at destination. No action, regardless of form, arising out of the sale or delivery of Product hereunder, may be commenced by Buyer more than one year after occurrence of the event giving rise to such cause of action.

6. Limitation of Liability: Limitation of Damages: Remedies. BUYER ASSUMES ALL RISKS AND RESPONSIBILITY RESULTING FROM THE HANDLING, USE, STORAGE OR RESALE OF THE PRODUCTS, WHETHER USED SINGLY OR IN A COMBINATION WITH OTHER PRODUCTS, SELLER ASSUMES NO OBLIGATION OR LIABILITY FOR ANY TECHNICAL ADVICE GIVEN BY SELLER WITH REFERENCE TO THE USE OF THE PRODUCTS OR RESULTS WHICH MAY BE OBTAINED THEREFROM, AND ALL SUCH ADVICE IS GIVEN AND ACCEPTED AT BUYERS SOLE RISK, BUYER HEREBY WAIVES ALL CLAIMS AGAINST SELLER FOR CONSEQUENTIAL DAMAGES, LOSS OF OR DAMAGE TO GOODWILL OR REPUTATION, LOSS OF USE, LOSS OF PROFITS OR BUSINESS OPPORTUNITIES OR ANY OTHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN, LIABILITIES, COSTS AND EXPENSES ARISING OUT

OF ANY USE, HANDLING, STORAGE OR RESALE OF THE PRODUCTS. BUYER'S EXCLUSIVE REMEDY AND SELLER GROUPS TOTAL LIABILITY HEREUNDER WHETHER IN CONTRACT, TORT, OR STRICT LIABILITY FOR INDEMNITY DEFENSE OR OTHERWISE SHALL IN NO EVENT EXCEED THE PURCHASE PRICE PAID BY BUYER FOR THE PRODUCT WITH RESPECT TO WHICH SUCH CLAIM IS MADE, SUBJECT IN ALL CASES TO AN AFFIRMATIVE OBLIGATION ON THE PART OF THE CLAIMING PARTY TO MITIGATE ITS DAMAGES. IN THE CASE OF BULK DELIVERIES, SELLER GROUP'S TOTAL LIABILITY IN NO EVENT EXCEED THE PURCHASE PRICE PAID BY BUYER FOR THE DELIVERY OF PRODUCT IMMEDIATELY PRECEDING THE DATE OF SUCH CLAIM, SUBJECT IN ALL CASES TO AFFIRMATIVE OBLIGATION ON THE PART OF THE CLAIMING PARTY TO MITIGATE ITS DAMAGES. BUYER HERBY SPECIFICALLY WAIVES ALL OTHER RIGHTS, IF ANY, TO INDEMNIFICATION BY SELLER WHICH MAY BE AVAILABLE AT LAW OR IN EQUITY, INCLUDING INDEMNIFICATION UNDER STATE, FEDERAL, OR COMMON LAW. SELLER SHALL HAVE NO LIABILITY TO BUYER HEREUNDER IF THE PRODUCT IS NOT USED IN ACCORDANCE WITH ITS INTENDED PUPOSE. THE MANUFACTURER'S INSTRUCTIONS OR THE REQUIREMENTS OF THE FEDERAL FOOD, DRUG AND COSMETIC ACT OR OTHER APPLICABLE LAW.

7. Safety. 7.1 Buyer acknowledges that there may be hazards associated with the possession and use of the Product and its containers and shall assume all liability resulting from, or in any way connected with, it's or their possession, transportation, handling, resale or use or its or their suitability for any particular use. Buyer acknowledges the hazardous nature of the Product, and that it has a duty to warn, protect and train as appropriate all persons who may be exposed to these hazards. Buyer also acknowledges that Seller has provided it with appropriate Safety Data Sheet(s) ("SDS"). Upon request of Buyer, Seller shall supply Buyer with additional SDS. Buyer understands that the product must not be handled or used without first consulting the SDS. Buyer will ensure that all of its employees and all other persons who might become exposed to the Product receive and refer to copies of the SDS.

7.2 in the event that Seller elects to respond to an emergency involving Product sold by Seller, Buyer hereby consents to, and releases Seller Group, from liability for, any actions Seller Group may take or fail to take in connection with such emergency. Buyer furthermore agrees to defend, indemnify and save Seller Group harmless from and against any and all losses, damages, injuries, liabilities, actions, claims or proceedings of whatever nature, arising directly or indirectly in connection with such emergency, whether or not based on seller Groups acts or omissions.

8. Buyer. Buyer accepts full responsibility for the disposal of any containers and their contents in accordance with applicable law. Buyer agrees to defend, indemnify and save Seller Group harmless from and against any and all claims, losses, damages, or expenses arising from Buyer's handling, use, storage, or disposal of any container or its contents.

9. Delivery. 9.1 Unless otherwise agreed in writing by Seller (a) all prices are not, F.O.B. carrier, Seller's warehouse and (b) title to and risk of loss of the Product shall pass to Buyer at F.O.B. point. Seller is not responsible for any loss, damage, or delay that may occur after Products have been accepted for shipment by the carrier. Claims for shipping damages must be made directly with the carrier. Applicable taxes, duties, foreign exchange, and other charges shall be calculated at the rate in effect at the time transfer of title to Buyer.

9.2 Buyer shall cooperate fully with Seller's efforts to deliver Product, and shall be appropriately prepared to safely and promptly receive Product when delivered.

9.3 Buyer is responsible for checking all Products to ensure that the correct volume, concentration levels, and type of Products have been received. Any shortage, excess, miss-shipment, or defect in any Product must be reported to seller within seven (7) days of receipt of the product by Buyer. Seller shall not be responsible for any claim for shortages or failure to meet specifications after this time.

9.4 Buyer shall provide adequate access to on-site tanks, or other suitable receptacles, to allow for efficient unloading of Products.

9.5 Late delivery or failure to supply shall in no event entitle Buyer to vary or cancel this agreement, or to claim damages in respect thereof. Delivery of Products to Buyers location shall constitute delivery to Buyer; and all risk of loss or damage shall thereupon be assumed by Buyer.

9.6 Upon Buyer's reasonable request, Seller may, at its option, assist Buyer in loading or unloading Product, but such assistance will be rendered at Buyer's sole risk. BUYER SHALL DEFEND, INDEMNIFY AND SAVE SELLER GROUP HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, INJURIES, LIABILITIES, ACTIONS, CLAIMS OR PROCEEDINGS OF WHATEVER NATURE ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH THE LOADING, DELIVERY OR UNLOADING OF THE PRODUCTS WHETHER OR NOT BASED ON SELLER GROUPS ACT OR OMISSIONS.

10. Demurrage and Buyer's Delay. If the delivery of Products is delayed or prevented by circumstances caused by Buyer, including, without limitation, by Buyer's inability to accept delivery, Buyer shall pay all costs associated with the delayed delivery, storage of products, insurance, and any costs incurred by Seller in making further attempts to deliver the Products.

11. Revision of Price. Seller shall have the right to revise the price of any Product by written notice made by (I) email, (II) regular first class mail, or (III) facsimile transmission to Buyer. In the event Seller is prevented by any governmental restriction from increasing any price herein or from continuing any price already in effect, Seller may terminate this Agreement upon fifteen (15) days prior written notice to Buyer. Without limiting the generality of the foregoing, Seller may adjust the price of any imported product at any time after order acceptance to the extent necessary to account for changes in applicable foreign exchange rates or any changes in customs duties or other governmental imposts.

12. Payment, Price and Non-Price Charges; Credits. 12.1 Until a specific order is accepted by Seller, quoted prices are subject to change without notice. Orders may not be cancelled once accepted by Seller. Seller reserves the right to correct any clerical or mathematical errors.

12.2 Unless otherwise agreed in writing by seller, payment terms are net 30 days. All payments due hereunder shall be made to Seller in lawful money of the United States at the location indicated on Seller's invoice. Acceptance by Seller of Sales drafts, checks or other forms of payment is provisional only and is subject to immediate collection of the full face amount thereof. Buyer agrees to pay all taxes (if any) upon the sale, delivery, storage and use of the Product. Buyer shall reimburse Seller for all taxes, increases in or new taxes, excises, duties or other charges which Seller may be required to pay to any government (federal, state, provincial or local) upon, or measured by, the production, sale, transportation or use of, any Product sold hereunder.

12.3 If Buyer does not pay on time, Seller may (I) place Buyer on C.O.D. (II) suspend deliveries and/or (III) charge interest at a rate of 2% per month (24% per annum) or the maximum allowed under applicable law, if less, on all overdue charges and interest.

12.4 Buyer shall pay the fees and prices set forth in this Agreement and any other special non-Price charges (including temporary emergency, plant outage, insurance and fuel and energy surcharges) that Seller may assess, from time to time. Non-Price charges are not subject to provisions of paragraph 11 and may be amended or added at Seller's discretion. Any credit issued by Seller to Buyer on account of Products may only be applied against the cost of future purchases from Seller and will not be paid in cash. Any such credit will expire one (1) year after the date of issuance, and Seller will have no obligation with respect thereto in the event that Buyer does not apply the credit prior to such expiry date.

12.5 Buyer shall have no right of set-off or withholding and no deduction of amounts due from Buyer to Seller shall be made without Seller's prior express written approval.

13. Force Majeure; Allocation of Product. 13.1 Seller shall not be liable in damages or otherwise for delay or impairment or failure of performance (other than a failure to pay any monies due) by reason of causes beyond Seller's reasonable control, including without limitation, claims of force majeure, allocations of product, work stoppages or slow-downs, plant closures, or price increases by Seller's suppliers, strikes, labor difficulties, shortage of fuel, power, raw materials or supplies, inability to obtain shipping space, transportation delays, fire, floods, accidents, riots, acts of God, war or terrorism, governmental interference or embargo, and Buyer waives any right to assert a claim against Seller in respect thereof.

13.2 If, at any time, in Seller's opinion there is a period of shortage of supply of Product for any reason, seller may allocate its inventory between Buyer and Seller's other customers in its sole discretion with no liability on Seller's part for failure to deliver the quantity or any portion thereof specified on any order, and Buyer waives any right to assert a claim against Seller in respect thereof.

14. Shipping Methods and Schedules. Unless at the time of Buyer's acceptance of Seller's Quotation, Buyer specifies in writing the desired method of transportation (air express, motor freight, etc.) Seller will use its judgement in selecting a carrier and route. Delivery schedules are estimated and assume timely receipt of all necessary information and documentation from Buyer, and Seller assumes no responsibility for delays. If Buyer delays delivery of any Product, Seller may invoice Buyer for such Product and hold it at Buyer's sole risk and expense pending instructions from Buyer.

15. General Provisions, 15.1 If Buyer takes the benefit of or becomes subject to any provision of applicable bankruptcy or insolvency law or violates any applicable law, Seller will have the right, by written notice, to immediately terminate this agreement. Seller may also terminate this agreement. In addition to any other rights Seller may have at law or in equity, if within (10) days of being notified by Seller, Buyer has failed to remedy a monetary or any other default.

15.2 Buyer may not assign this Agreement without the prior written consent of Seller. For the purposes of this Agreement, assignment shall include any assignment by merger or other operation of law. This Agreement shall be binding upon and inure to the benefit of the respective successors and permitted assigns of each of the parties hereto, Buyer will obtain a written assumption of this Agreement, in form acceptable to Seller, from any permitted transferee of Buyer.

15.3 This Agreement shall be governed by and enforced in accordance with the laws of the state in which the Seller's corporate office is located without reference to its conflict of law rules. Any dispute, controversy, or claim arising out of or related in any way to this Agreement and/or any sale and purchase or use of Products hereunder or any transaction contemplated hereby which cannot be amicably resolved by the parties shall be solely, exclusively and finally resolved by binding arbitration administered by the American Arbitration Association in accordance with its commercial arbitration rules. Judgement on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The arbitration shall take place before a single arbitrator unless the amount in controversy exceeds \$250,000, and in such case the arbitration shall take place before a panel of three (3) arbitrators, each of whom shall have experience with and knowledge of the chemical distribution industry. Arbitration shall take place in the state in which the Seller's corporate office is located. The language of the arbitration shall be in English. The decision of the arbitrator(s) shall be in writing with written findings of fact and shall be final and binding on the parties. The arbitrator shall be empowered to award money damages, but shall not be empowered to award any damages precluded by the Agreement, or any injunctive or any other equitable relief. Each party shall bear its own costs relating to the arbitration proceedings irrespective of the outcome. This section is the sole recourse for the resolution of any disputes arising out of, in connection with, or related to the Agreement, other than sections 15.12 and 15.14. The parties hereby expressly exclude the application of the United Nations Convention on Contracts for the International Sale of Goods to this Agreement, including, without limitation, article 35(2) thereof.

15.4 Except as to revisions in price which are governed by Paragraph 11 herein, any notices required or given in connection with this Agreement shall be sent or delivered in writing and be made by (I) registered mail, (II) certified mail, return receipt requested, (III) overnight mail, or (IV) fax (with confirmation of receipt), to the address and to the attention of the persons specified on the Cover Sheet, which the parties agree to promptly update as necessary. Notice shall be deemed given on the day on which it is actually received or refused by the other party.

15.5 The waiver by either party of any of the rights under this Agreement shall not be construed as constituting a precedent, and shall not in any way affect, limit or prevent such party's right thereafter to enforce and compel strict compliance with each and every term or condition contained herein. The acceptance by the Seller of any payment after the specified due date shall not constitute a waiver of the Buyer's obligation to make further payments on the specified due dates. Seller shall be entitled to recover its costs and expenses, including reasonable attorneys' fees, in any suit brought by Seller in connection with this Agreement.

15.6 If any provisions of this Agreement shall be held to be illegal or unenforceable the legality and enforceability of the remaining provisions shall not in any way be affected or impaired. The paragraph headings are for convenience only and shall not be used in interpreting or construing this Agreement.

15.7 All specifications, formulas, drawings, illustrations, descriptive matter and particulars contained in Seller's catalogs, website and marketing documents (the "Descriptions") are indicative only, do not form part of this Agreement, and are not representations or warranties of any kind. No discrepancy between the Products and the Descriptions will entitle the Buyer to rescind this Agreement or seek compensation or damages.

15.8 Seller may vary or amend this Agreement by notice in writing to Buyer at any time. Any variations or amendments, including, without limitation, any price increases, will apply to orders placed by Buyer after the due date of the notice.

15.9 If buyer requests any amendment to this Agreement, Seller may increase the price of Products to account for any increased costs occasioned thereby.

15.10 Buyer represents and warrants that it is not a "Prohibited Person" as defined by the Office of Foreign Assets Control.

15.11 Unless Buyer is authorized to distribute the Products delivered hereunder pursuant to a written agreement with Seller, the Products are supplied to Buyer for Buyer's internal use only, and Buyer may not repackage, resell or otherwise distribute the Products to third parties without the prior written consent of Seller. Even if Seller's consent is granted, Buyer agrees to comply with all applicable export laws and regulations with respect to the Products and not to transship or resell Product to any person or entity who is a "Prohibited Person" as defined by the Office of Foreign Assets Control.

15.12 Buyer shall not use the Seller's trademarks or any part thereof as part of Buyer's name, nor register any name, including domain names, or mark confusingly similar to the Seller's trademarks. Buyer acknowledges that Buyer is not being licensed any right or interest of any kind in Seller's trademarks and that Buyer may not use same without the prior written consent of Seller.

15.13 The relationship of the parties hereto is that of Buyer and Seller. Nothing in this agreement, and no course of dealing between the parties, shall be construed to create or imply an employment or agency relationship or a partnership or joint venture relationship between the parties or between one party and the other party's employees or agents. Accordingly, neither party shall be empowered to bind the other party in any way, to incur any liability or otherwise act on behalf of the other party. Each party shall be solely responsible for payment of its employees' salaries (including withholding of income taxes and social security), worker's compensation, and all other employment benefits.

15.14 The terms of this Agreement are strictly confidential and Buyer shall not use or disclose the terms hereof without Seller's prior written consent.

15.15 This Agreement shall not be construed more strongly against either party regardless of which party is more responsible for its preparation.

15.16 This Agreement may be executed in one or more counterparts, each of which will be an original, but all of which together will constitute one and the same instrument, without necessity of production of the others. Signature by facsimile or by e-mail in portable document format (.pdf) shall also bind the parties to this Agreement.

16. Price Adjustments Due to Delays or Unforeseen Circumstances. Landmark Aquatic reserves the right to adjust pricing if project commencement or completion is delayed due to circumstances beyond our control, including but not limited to unforeseen site conditions, regulatory changes, supply chain disruptions, force majeure events, customer-requested delays, or other extraordinary events that materially impact costs. Any such adjustments will be communicated in writing and shall be reasonably determined based on the increased costs incurred.

Purchase Order

Purchase Order#: 27-7179

Order Date: 8-17-26



Oak Brook 196
Park District
www.obparks.org
1450 Forest Gate Road • Oak Brook, IL 60523-2151
Providing the very best in park and recreational opportunities, facilities and open lands for our community.

Vendor			Ship to:	
Landmark Aquatic			Oak Brook Park District	
12966 North County Road 50 W			Attn: Bob Johnson	
Roachdale, IN 46172			1450 Forest Gate Road	
			Oak Brook, IL 60523	
			Project Site 1450 Forest Gate Road	
Phone:			Phone: 630-645-9540 Cell: 630-280-5469	
Email: cstarr@landmarkaquatic.com			Email: bjohnson@obparks.org	
Qty	Item #	Description	Unit Price	Extension
1		As defined in quote #0005575	\$56,254.14	\$56,254.14
	Subtotal	\$		
Notes: This purchase order is issued pursuant to Buy Board Contract #701-23			Total	\$56,254.14

"Pursuant to the Illinois Prevailing Wage Act (820 ILCS 130/.01 et seq.) (the "Act"), for any construction for the Public Work, including minor repairs to the Public Work, the Contractor is required to comply with and notify all subcontractors in writing for any such construction, including minor repair to the Public Work, that they are required to comply with all provisions of the Act, including (i) all requirements for payment of the current general prevailing rate of hourly wages and fringe benefits, for each craft or type of worker or mechanic needed to perform such Work, and also the current general prevailing rate for legal holiday and overtime work, as ascertained by the Illinois Department of Labor for DuPage County, Illinois; and (ii) all record keeping requirements under the Act."

Instructions to Vendor	
1.) Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.	
2.) Notify immediately if unable to ship as specified.	
3.) Send all invoices and correspondence to:	
Oak Brook Park District Marco Salinas, Chief Financial Officer 1450 Forest Gate Road Oak Brook, IL 60523	

Oak Brook Park District Approving Signatures	
Department Director	
Chief Financial Officer	
Executive Director	
President	
OBPD Account:	02-81-805-000

**Addendum to Purchase Order #27-7179 from the
Oak Brook Park District to Landmark Aquatic.**

This Purchase Order is subject to the following terms and conditions:

1. Payment by the Oak Brook Park District (the "District") for the purchase and installation of the equipment shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) and in accordance with this section. Payment will be made as follows and only after receipt of invoice from Contractor and compliance with this Addendum by Contractor: a) for the purchase of the equipment, payment will be made after the equipment has been delivered, inspected and accepted by the District; and b) for installation of the equipment, upon completion and acceptance of the installed equipment by the District. The District shall withhold ten percent (10%) from the payments to the Contractor as retention. Payment of retention shall be requested with the Contractor's invoice for final payment and shall be paid by the District upon the satisfactory completion of the project in accordance with this addendum. No interest shall accrue on monies held in retention.
2. Contractor shall not grant rights in or to, or otherwise encumber the equipment or any parts of the equipment, to, in or by any third parties at any time, that would impair or delay the full exercise by District of any of its rights or remedies under this agreement. Clean and unencumbered title to the equipment shall be transferred to District upon acceptance of the equipment by District. Title to, and the risk of loss, injury or destruction from any casualty to the equipment, regardless of cause, will be the responsibility of Contractor until the equipment has been received, inspected and accepted by District.
3. The District is exempt for the Illinois Retailer's Occupational Tax, the Illinois Use Tax and the Federal Excise Tax as an exempt entity under the Internal Revenue Code. District shall provide Contractor with District's tax exemption identification number, for use by Contractor for this project only.
4. Contractor for itself and for all its sub-suppliers and subcontractors, agrees that no mechanic's lien or other claim shall be filed or maintained by Contractor or by any sub-supplier, subcontractor, laborer or any other person, whatsoever, against the District's funds for or on account of any work furnished under this Agreement. Prior to the payment of the work, Contractor shall provide: a) for any payment other than final payment for the work, a partial waiver of lien from Contractor and each sub-supplier and subcontractor reflecting any partial payouts, and for final payment, a final waiver of lien from Contractor and each sub-supplier and sub-contractor for the full amount of each subcontract for the work, showing all materials and labor have been paid in full; and b) sworn affidavit, in triplicate, containing such information and in such form to comply with the Illinois Mechanics Lien Act (770 ILCS 60/001 *et seq.*), showing in detail the sources of all labor and materials used in the Work, including the names and addresses of sub-suppliers and subcontractors and showing amounts paid for each.

Final payment shall not become due until the Contractor has fully performed the work, including but not limited to delivery of all manufacturer's and supplier's warranties, and has delivered to the District a complete release of all liens arising out of this Agreement or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the District to indemnify the District against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the District all money that the District may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

5. If Contractor defaults or neglects to carry out the work in accordance with this Agreement and fails within a three (3) day period after receipt of written notice from the District to commence and continue correction of such default or neglect with diligence and promptness, the District may, without prejudice to other remedies the District may have, correct such deficiencies. In such case, the District shall deduct from payments then or thereafter due Contractor the cost of correcting such deficiencies, including compensation to the District for any and all expenses related thereto. If payments then or thereafter due Contractor are not sufficient to cover such amounts, Contractor shall pay the difference to the District.

The rights and remedies of the District stated in this Agreement shall be in addition to and not in limitation of, any other rights of the District granted at law or in equity.

6. Contractor shall procure and maintain insurance, and shall cause all subcontractors hired to perform any work in conjunction with this purchase, of the following types and amounts, naming the District, its commissioners, employee, agents and volunteers shall be named as additional insureds:

a. Commercial General Liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location. CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 04 13, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to District. Any insurance or self-insurance maintained by the District shall be deemed excess of such Contractor's insurance and shall not contribute with it.

b. Business Auto Liability Insurance and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos. Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

c. Workers Compensation Insurance and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease. Contractor waives all rights against the District and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to such Contractor's activities.

7. This agreement, its validity, enforceability and interpretation, shall be governed by the laws of the State of Illinois. Jurisdiction for any claims shall be only in the Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois.
8. Nothing contained in any provision of this agreement is intended to constitute nor shall constitute a waiver of the defenses and immunities available to the District under the Illinois Local Government and Governmental Employees Tort Immunity Act.
9. Contractor shall comply with all applicable local, state and federal codes, laws, ordinances, rules and regulations. Contractor shall be licensed and bonded and shall be registered with the Village of Oak Brook, Illinois to perform the Work hereunder. Any breach by Contractor of the foregoing laws, regulations and rules shall constitute a breach by Contractor of this Agreement. Contractor's Compliance and Certification Attachment is attached to and incorporated as **Exhibit A** to this Addendum.

The Contractor shall comply with the requirements of the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) and the District's Ordinances requiring payment of prevailing wages. The Contractor shall pay or cause to be paid not less than the prevailing rate of hourly wage in the county the work is performed as determined by the Illinois Department of Labor for the month in which the work is performed including but not limited to all laborers, workers and mechanics. All contractors and subcontractors rendering services under this contract must comply with all requirements under the Act, including but not limited to, all wage, notice and record keeping duties. The Contractor is required to verify current prevailing wage prior to the first day of each month and to pay the then-current prevailing wage rate as determined by the Illinois Department of Labor, regardless of the rates contained in the Contract Documents. Any increases in costs to the Contractor due to the changes in the prevailing wage during the term of this Contract shall be at the expense of Contractor and not at the expense of District. Current prevailing wage rates are published at the following website: <http://labor.illinois.gov/>. The Contractor agrees to indemnify and hold harmless the District for any violations of the Prevailing Wage Act.

10. Time is of the essence of this Agreement. Contractor shall achieve Final Completion of the work on or before November 20, 2026.
11. Any subcontract that Contractor enters into for the work shall be in writing and shall specifically provide that the District is an intended third-party beneficiary of such subcontract and that the District shall have the right to enforce the subcontractor's obligations thereunder after the occurrence of a default under the contract by the Contractor. By appropriate written agreement, the Contractor shall require each subcontractor, to the extent of the work to be performed by the subcontractor, to be bound to the Contractor by the terms of this Agreement, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by this Agreement, assumes toward the District.
12. This Addendum, in addition to this Purchase Order #27-7179, Buy Board Vendor Contract 701-23 and all other documents associated with Buy Board Procurement Contract #701-23, contain the entire agreement between Contractor and the District, and no statement, promise or inducement made by either party to the agency of either party that is not contained in this written

Agreement shall be valid or binding. No modification of this Agreement shall be effective unless in writing dated a date subsequent to the date of this Agreement and signed by an authorized representative of each Party.

13. The District may, at any time, terminate the Agreement in whole or in part for the District's convenience and without cause. Termination by the District under this section shall be by a notice of termination delivered to the Contractor specifying the extent of the termination and the effective date. Upon receipt of a notice of termination, the Contractor shall immediately, in accordance with instructions from the District: (1) cease operation as specified in the notice; (2) place no further orders; (3) enter into no further subcontracts for materials, labors, services or facilities except as necessary to complete continued portions of the work; (4) terminate all subcontracts and orders to the extent they relate to the work terminated; (5) proceed to complete the performance of work not terminated; and, (6) take actions that may be necessary or that the District may direct, for the protection and preservation of the terminated work. The Contractor shall recover payment for approved and properly performed work completed prior to the effective date of termination. Contractor shall not be entitled to damages or lost profits resulting from termination for convenience under this Section.

Exhibit A

CONTRACTOR COMPLIANCE AND CERTIFICATIONS ATTACHMENT

Note: The following certifications form an integral part of the Agreement between the Owner and Contractor. Breach by Contractor of any of the certifications may result in immediate termination of the Contractor's services by Owner.

THE UNDERSIGNED CONTRACTOR HEREBY ACKNOWLEDGES, CERTIFIES, AFFIRMS AND AGREES AS FOLLOWS:

- A. Contractor has carefully read and understands the contents, purpose and legal effect of this document as stated above and hereafter in this document. The certifications contained herein are true, complete and correct in all respects.
- B. Contractor shall abide by and comply with, and in contracts which it has with all persons providing any of the services or Work on this Project on its behalf shall require compliance with, all applicable Federal, State and local laws and rules and regulations including without limitation those relating to 1) fair employment practices, affirmative action and prohibiting discrimination in employment; 2) workers' compensation; 3) workplace safety; 4) wages and claims of laborers, mechanics and other workers, agents, or servants in any manner employed in connection with contracts involving public funds or the development or construction of public works, buildings or facilities; and 5) steel products procurement.
- C. All contracts for this Project are subject to the provisions of the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*), providing for the payment of the prevailing rate of wage to all laborers, workmen and mechanics engaged in the Work. Contractor shall pay prevailing rates of wages in accordance with the Illinois Department of Labor's wage determination and any subsequent determinations issued by the Illinois Department of Labor, all in accordance with applicable law. These revisions may be accessed by computer at <http://labor.illinois.gov/>. Contractor is responsible for determining the applicable prevailing wage rates at the time of bid submission and at the time of performance of the Work. Failure of Contractor to make such determination shall not relieve it of its obligations in accordance with the Contract Documents. Contractor shall also comply with all other requirements of the Act including without limitation those pertaining to inclusion of required language in subcontracts, job site posting, maintenance and submission of certified payroll records and inspection of records. Contractor is not barred from entering into public contracts under Section 11a of the Illinois Prevailing Wage Act due to its having been found to have disregarded its obligations under the Act. The Contractor shall submit monthly, no later than the 10th day of each calendar month, electronically a certified payroll to the Illinois Department of Labor's Certified Transcript of Payroll Portal, which can be accessed on Illinois Department of Labor website in accordance with the Prevailing Wage Act. Contractor shall include on all bonds and shall cause all subcontractors' bonds required under the Contract Documents to guarantee compliance with the Prevailing Wage Act. Contractor agrees to indemnify and hold harmless the Park District for any violations of the Prevailing Wage Act.

- D. If applicable, Contractor shall abide by the “*Employment of Illinois Workers on Public Works Act*” (30 ILCS 570/0.01 et seq.), which stipulates that whenever there is a period of excessive unemployment in Illinois, defined as any month immediately following two (2) consecutive calendar months during which the level of unemployment in Illinois exceeds five percent (5%) as measured by the U.S. Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Contractor shall employ only Illinois laborers unless otherwise exempted as so stated in the Act (“Illinois laborer” means any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident). Other laborers may be used if Illinois laborers are not available or are incapable of performing the particular type of work involved, if so certified by the Contractor and approved by the Owner.

- E. To the best of Contractor's knowledge, no officer or employee of Contractor has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or any unit of local government, nor has any officer or employee made an admission of guilt of such conduct which is a matter of record.

- F. Contractor is not barred from bidding on or entering into public contracts due to having been convicted of bid-rigging or bid rotating under paragraphs 33E-3 or 33E-4 of the Illinois Criminal Code. Contractor also certifies that no officers or employees of the Contractor have been so convicted and that Contractor is not the successor company or a new company created by the officers or owners of one so convicted. Contractor further certifies that any such conviction occurring after the date of this certification will be reported to the Owner, immediately in writing, if it occurs during the bidding process, or otherwise prior to entering into the Contract therewith.

- G. Pursuant to the Illinois Human Rights Act (775 ILCS 5/2-105), Contractor has a written sexual harassment policy that includes, at a minimum, the following information: (i) a statement on the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment utilizing examples; (iv) the Contractor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and directions on how to contact both; and (vi) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. Contractor further certifies that such policy shall remain in full force and effect. A copy of the policy shall be provided to the Illinois Department of Human Rights upon request.

- H. (i) Contractor's bid proposal was made without any connection or common interest in the profits anticipated to be derived from the Contract by Contractor with any other persons submitting any bid or proposal for the Contract; (ii) the Contract terms are in all respects fair and the Contract will be entered into by Contractor without collusion or fraud; (iii) no official, officer or employee of the Owner has any direct or indirect financial interest in Contractor's bid proposal or in Contractor, (iv) the Contractor has not directly or indirectly provided, and shall not directly or indirectly provide, funds or other consideration to any person or entity (including, but not limited to, the Owner and the Owner’s employees and agents), to procure

improperly special or unusual treatment with respect to this Agreement or for the purpose of otherwise improperly influencing the relationship between the Owner and the Contractor. Additionally, the Contractor shall cause all of its officers, directors, employees, (as the case may be) to comply with the restrictions contained in the preceding sentence.

- I. Contractor knows and understands the Equal Employment Opportunity Clause administrated by the Illinois Department of Human Rights, which is incorporated herein by this reference, and agrees to comply with the provisions thereof. Contractor further certifies that Contractor is an "equal opportunity employer" as defined by Section 2000 (e) of Chapter 21, Title 42 of the United States Code Annotated and Executive Orders #11246 and #11375 as amended, which are incorporated herein by this reference.
- J. Neither Contractor nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.
- K. Contractor is not barred from contracting with the Owner because of any delinquency in the payment of any tax administrated by the Illinois Department of Revenue, unless it is being contested. Contractor further certifies that it understands that making a false statement regarding delinquency in taxes is a Class A misdemeanor and, in addition, voids the Contract and allows the Owner, a municipal entity, to recover in a civil action all amounts paid to the Contractor.
- L. If Contractor has 25 or more employees at the time of letting of the Contract, Contractor knows, understands and acknowledges its obligations under the Illinois Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) and certifies that it will provide a drug-free workplace by taking the actions required under, and otherwise implementing on a continuing basis, Section 3 of the Drug Free Workplace Act. Contractor further certifies that it has not been debarred and is not ineligible for award of this Contract as the result of a violation of the Illinois Drug Free Workplace Act.
- M. Contractor knows, understands and acknowledges its obligations under the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 *et seq.* A true and complete copy of Contractor's Substance Abuse Prevention Program Certification is attached to and made a part of this Contractor Compliance and Certification Attachment.
- N. The Contractor shall comply with the requirements and provisions of the Freedom of Information Act (5 ILCS 140/1 *et seq.*) and, upon request of the Oak Brook Park District's designated Freedom of Information Act Officer (FOIA Officer), Contractor shall within two (2) business days of said request, turn over to the FOIA Officer any record in the possession of the Contractor that is deemed a public record under FOIA.

CONTRACTOR

By: _____

Its: _____

STATE OF _____)
) SS
COUNTY OF _____)

I, the undersigned, a notary public in and for the State and County, aforesaid, hereby certify that _____ appeared before me this day and, being first duly sworn on oath, acknowledged that he/she executed the foregoing instrument as his/her free act and deed and as the act and deed of the Contractor.

Dated: _____

(Notary Public)

(SEAL)

SUBSTANCE ABUSE PREVENTION PROGRAM CERTIFICATION

The Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 *et seq.*, (“Act”) prohibits any employee of the Contractor or any Subcontractor on a public works project to use, possess or be under the influence of a drug or alcohol, as those terms are defined in the Act, while performing work on the project. The Contractor/Subcontractor **[circle one]**, by its undersigned representative, hereby certifies and represents to the Oak Brook Park District that **[Contractor/Subcontractor must complete either Part A or Part B below]:**

A. The Contractor/Subcontractor **[circle one]** has in place for all of its employees not covered by a collective bargaining agreement that deals with the subject of the Act a written substance abuse prevention program, a true and correct copy of which is attached to this certification, which meets or exceeds the requirements of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 *et seq.* **[Contractor/Subcontractor must attach a copy of its substance abuse prevention program to this Certification.]**

Name of Contractor/Subcontractor (print or type)

Name and Title of Authorized Representative (print or type)

Signature of Authorized Representative

Dated:

B. The Contractor/Subcontractor **[circle one]** has one or more collective bargaining agreements in effect for all of its employees that deal with the subject matter of the Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 *et seq.*

Name of Contractor/Subcontractor (print or type)

Name and Title of Authorized Representative (print or type)

Signature of Authorized Representative

Dated:



Oak Brook Park District

BOARD MEETING

AGENDA ITEM –HISTORY/COMMENTARY

ITEM TITLE: SWIM CENTRAL AND SPLASH ISLAND VGB GRATE REPLACEMENT

AGENDA NO.: 9 B

MEETING DATE: AUGUST 17, 2026

STAFF REVIEW: Superintendent of Facilities, Valerie Louthan

RECOMMENDED FOR BOARD ACTION: Executive Director, Laure Kosey

ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, COMMITTEE ACTION, OTHER PERTINENT HISTORY)

The existing submerged VGB pool grates at Swim Central and Splash Island are at the end of their service life and are due for replacement.

ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS):

VGB pool grates are mandated and regulated through the Virginia Graeme Baker Act. Updates to VGB Act required site assessments of the existing grates, documented measurements of all sump pits located under the grates, and engineering to design new grate solutions that are compliant with the VGB Act. These tasks have been completed, and the plans and specifications have been submitted to the Illinois Department of Public Health for review, which can take up to 18 weeks. Staff are targeting early November for replacement of the grates.

The product and installation can be purchased through Landmark Aquatic utilizing the Buy Board Purchasing Cooperative Contract #701-23. The product and installation cost is forthcoming in a proposal from Landmark Aquatic.

ACTION PROPOSED:

For Review and Discussion Only

10. ENTER CLOSED SESSION: For the Appointment, Employment, Compensation, Discipline, Performance, or Dismissal of Specific Employees of the District, or Legal Counsel for the District pursuant to 5 ILCS 120/2(c)(1) of the Open Meetings Act
11. CLOSED SESSION
Appointment, Employment, Compensation, Discipline, Performance, or Dismissal of Specific Employees of the District or Legal Counsel for the District
12. ARISE FROM CLOSED SESSION AND RESUME THE OPEN SESSION

The next Regular Meeting of the Oak Brook Park District Board of Commissioners will be held on September 21, 2026, 6:30 p.m.

Adjournment