

City of Oakbrook Terrace

*City Hall
17W275 Butterfield Rd.
Oakbrook Terrace, IL 60181
www.oakbrookterrace.net*



City Council Regular Meeting Agenda

Tuesday, April 8, 2025 at 7:00 PM

Council Chambers - City Hall - 17W261 Butterfield Road



CITY COUNCIL REGULAR MEETING AGENDA

Tuesday, April 8, 2025 at 7:00 PM

Council Chambers - City Hall - 17W261 Butterfield Road

www.oakbrookterrace.net

Mayor Paul Esposito

City Council Members: City Clerk Michael Shadley

Ward 1: Alderman Charlie Barbari and Alderman Joseph Beckwith

Ward 2: Alderman Frank Vlach and Alderman Dennis Greco

Ward 3: Alderman Bob Rada and Alderwoman Mary Fitzgerald

I. CALL TO ORDER

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE

IV. ADDITIONS OR DELETIONS TO THE AGENDA

V. APPROVAL OF MINUTES - CHANGES OR CORRECTIONS

1. Meeting Minutes of March 11, 2025

VI. PUBLIC PARTICIPATION

VII. ACTION ITEMS / CONSENT AGENDA

1. **Payment of City Bills:** April 8, 2025 \$191,859.72
2. **Ordinance No. 25 -11** Ordinance Approving and Authorizing the Publication of the Official Zoning Map of the City of Oakbrook Terrace, Illinois – 2025;
The Illinois Municipal Code requires the City to publish our zoning map on an annual basis, no later than March 31st if there were any changes in the preceding year. As a result of the recent annexations of the Salvation Army site and 1S122 Buttercup Lane, there were changes to the official map this year.
3. **Ordinance No. 25 -12** Ordinance Approving and Authorizing the Publication of the Official Ward Map of the City of Oakbrook Terrace, Illinois - 2025.

The Illinois Municipal Code authorizes cities to update their official ward map due to new territory being annexed. Due to the annexations of the Salvation Army site and 1S122 Buttercup Lane, the ward map is proposed to be amended to include the new territory.

VIII. ITEMS REMOVED FROM THE CONSENT AGENDA

IX. RECESS TO COMMITTEE OF THE WHOLE

X. MAYOR ESPOSITO

1. Appointment and consent of the Appointment of Michael Sarallo

XI. COMMITTEE OF THE WHOLE

1. Request to Waive Permit Fees- Oakbrook Terrace Park District

The Oakbrook Terrace Park District is planning some improvements at the Lake View Nature Center (17W063 Hodges Rd). They are preparing to replace the siding, soffit, fascia, and gutters at the Center.

Pursuant to Section 154.11 of the City Code, the Park District is requesting that their building permit fees be waived. Cost of construction for this project is estimated to be \$22,000. The fee would be \$220. Please see attached letter from Oakbrook Terrace Park District Executive Director Shannon Elsey.

Recommended Action: If the Council is in favor of the request, the City Attorney shall be directed to prepare the Ordinance to be placed on the subsequent Consent Agenda for approval.

2. Veto of An Ordinance Amending the Provisions of Section 32.011 entitled “Duties” of Chapter 32 Entitled “Officers and Employees” of Title III Entitled “Administration” of the Code of the City of Oakbrook Terrace, Illinois

3. An Ordinance to Approve and Authorize the Execution of the Investigative Service Agreement and Addendum for the City of Oakbrook Terrace - Clarity One Solutions, LLC.

On February 18, 2025, Jim Ritz signed an Investigative Service Agreement prepared by Clarity One Solutions LLC to authorize the investigation of the Victoria Johnson labor grievance. Section 30.70(a)(1) of the Code of Oakbrook Terrace, Illinois, requires that the requirements to be met and the means and methods to be used in procuring the Consultant’s services be determined by the City Administrator with the concurrence of the City Council. the Investigative Service Agreement prepared by Clarity One Solutions LLC fails to comply with Illinois and city ordinances in various respects and is generally unenforceable. Clarity One

Solutions LLC began their investigation after Jim Ritz signed the Investigative Service Agreement, but the City Council has never concurred on the Investigative Service Agreement. Clarity One Solutions LLC has stopped its investigation, but has sent the city an invoice for \$5,962.50 for its services prior to stopping the investigation. To remedy the deficiencies in the Investigative Service Agreement, I prepared an Addendum to the Investigative Service Agreement and a Consultant's Certification along with a letter of explanation and submitted them to Thomas Kotlowski at Clarity One Solutions LLC.

Recommended Action: If the Council concurs with this agreement, then the draft resolution will placed on the subsequent agenda.

4. Draft Ordinance Authorizing Execution of a Legal Services Payment Agreement by and between Ekl, Williams & Provenzale, LLC and the City of Oakbrook Terrace; and

Section 2-302 of the Local Governmental and Governmental Employees Tort Immunity Act authorizes and Section 32.005 of the Code of Oakbrook Terrace, Illinois requires the City to indemnify Chief of Police and the Deputy Chief of Police for, among other costs, their reasonable attorney's fees incurred in the defense of the investigation into the allegations regarding the management of the City's Police Department contained in the Vote of No Confidence Letter. The Chief of Police and the Deputy Chief of Police need to be notified of their rights under Section 2-302 of the Local Governmental and Governmental Employees Tort Immunity Act and Section 32.005 of the Code of Oakbrook Terrace, Illinois. I have prepared and an holding letters notifying the Chief of Police and the Deputy Chief of Police of their rights under Section 2-302 of the Local Governmental and Governmental Employees Tort Immunity Act and Section 32.005 of the Code of Oakbrook Terrace, Illinois. A Legal Services Payment and a letter of explanation have been prepared and can, but have not yet been submitted to Terry Ekl at Ekl, Williams & Provenzale, LLC. An Ordinance to Approve and Authorize the Execution of a Legal Services Payment Agreement by and between Ekl, Williams & Provenzale, LLC and the City of Oakbrook Terrace, Illinois

Recommended Action: If the Council concurs with this agreement, then the draft resolution will placed on the subsequent agenda.

5. Draft Resolution Reserving and Authorizing the Transfer of Volume Cap in Connection with Private Activity Bond Issues and Related Matters for Calendar Year 2025 by the City of Oakbrook Terrace

: Municipalities and other units of government are authorized to issue private activity bonds. The interest paid on private activity bonds is tax exempt to the bondholders. Thereby, these bonds are more attractive to investors than bonds on which taxes must be paid upon the interest. These bonds are used to encourage private development. The municipality only lends its name to the bonds to make them tax exempt. The bonds are not a debt against the unit of government which issues them. The private entity for whom the unit of government issues the private activity bonds is obligated to pay them. The unit of government which issues the private activity bonds is not obligated to pay them.

The federal government imposes a limit on the aggregate amount of tax exempt private activity bonds that can be issued by each state. This limit is known as "Volume Cap." Each state, in turn, allocates its share of the federal Volume Cap to the various municipalities in the state for their use. Illinois' Volume Cap is allocated based upon population. In Illinois, each Home Rule municipality, such as the city, is allocated an amount equal to \$130 multiplied by its population. The city has a population of 2,690. Therefore, it has an allocation of $(2,690 \times \$130)$ \$349,700 in Volume Cap.

The amount of Volume Cap available to the city that has not been granted, transferred, or reserved by the city for specific projects or purposes as of May 1, 2025 reverts to the Governor's Office for reallocation on June 1, 2025. Therefore, if the city does not (1) designate a project to use the private activity bonds up to the amount of its Volume Cap, (2) transfer its Volume Cap to another unit of government or (3) reserve its Volume Cap to itself for future use, its Volume Cap reverts to the Governor's Office for reallocation.

To avoid having its Volume Cap revert to the Governor's Office for reallocation, many home rule communities that do not have a project seeking to use private activity bonds or that do not have another unit of government seeking to use their private activity bonds, reserve, by ordinance, their Volume Cap to themselves for future use. Some home rule communities that do not have a use for the private activity bonds do nothing and allow their allocation of the Volume Cap to revert to the Governor's Office for reallocation. If the city desires to reserve its volume cap, the ordinance must be passed before May 1, 2025 and the city must report, in writing, to the Governor's Office prior to May 10, 2025 on volume cap reserved by official action of the city taken prior to May 1, 2025.

Recommended Action: If the Council concurs with this agreement, then the draft resolution will be placed on the subsequent agenda.

XII. COUNCIL MEMBER COMMENTS

XIII. CITY ATTORNEY

XIV. CITY CLERK

XV. CITY ADMINISTRATOR

XVI. RECONVENE THE CITY COUNCIL MEETING

XVII. RECESS TO EXECUTIVE SESSION

1. Closed session to the city council meeting pursuant to Section 2(c)(11) of the Open Meetings Act to discuss pending litigation.

XVIII. RECONVENE THE CITY COUNCIL MEETING

XVII. NEW BUSINESS

1. Motion to Consent to the appointment of Michael Sarallo to serve in the office of Alderperson - Ward 2 for the remainder of the term of the vacant office of Alderperson of Ward 2 and until his successor shall have been duly elected and qualified.

XVIII. OLD BUSINESS

ADJOURN

In compliance with the Americans with Disabilities Act and other applicable Federal and State laws, the City of Oakbrook Terrace meetings will be accessible to individuals with disabilities. Persons requiring auxiliary aids and services should contact the Executive Offices at 17W275 Butterfield Road, Oakbrook Terrace, Illinois 60181, or call (630) 941-8300 in advance of the meeting to inform them of their anticipated attendance.

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City Council Regular Meeting Minutes

Tuesday, March 11, 2025 at 7:00 pm

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CITY COUNCIL REGULAR MEETING MINUTES

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Mayor Paul Esposito

City Council Members: City Clerk Michael Shadley

Ward 1: Alderman Charlie Barbari and Alderman Joseph Beckwith

Ward 2: Alderman Frank Vlach and Alderman Dennis Greco

Ward 3: Alderman Bob Rada and Alderwoman Mary Fitzgerald

I. CALL TO ORDER

Mayor Esposito called March 11, 2025, Regular and Committee of the Whole Meeting of the City Council to order at 7:00 P.M.

II. ROLL CALL

Roll call indicated the following City Council members in attendance:

Present: Barbari, Beckwith, Fitzgerald, Greco, and Mayor Esposito

Absent: Vlach and Rada

Also in attendance: Finance Director T. Walker; City Attorney R. Ramello; Public Services Director C. Ward, Community Development Director M. Headley; and City Clerk M. Shadley

III. PLEDGE OF ALLEGIANCE

Mayor Esposito led everyone in the Pledge of Allegiance.

IV. ADDITIONS OR DELETIONS TO THE AGENDA

None

V. APPROVAL OF MINUTES - CHANGES OR CORRECTIONS

1. Meeting Minutes of February 25, 2025

Motion to approve the February 25, 2025, minutes of the Regular City Council and Committee of the Whole, as presented, was made by Alderman Greco and seconded by Alderman Barbari.

Alderman Beckwith inquired if Amy Raffel should be identified as the recording secretary. The consensus of the Council was that the recording secretary should be updated. Motion to amend the February 25, 2025, minutes of the Regular City Council and Committee of the Whole, to revise the recording secretary, was made by Alderwoman Fitzgerald and seconded by Alderman Beckwith. Roll call vote was taken:

Ayes: **Barbari, Beckwith, Fitzgerald, and Greco**
Nays: **None**
Absent: **Vlach and Rada**

Motion passed.

VI. PUBLIC PARTICIPATION

Resident Edie Pajak expressed gratitude and support for Mayor Esposito and the employees of the city.

Eric Pulia expressed concerns over campaign signs in the right of way.

Attorney Terry Ekl represents Chief Calvello and Deputy Chief Clark. He responded to the statements made during the February 25th meeting and requested his clients be placed back on active duty.

VII. ACTION ITEMS / CONSENT AGENDA

Motion to approve all the items on the consent agenda for March 11, 2025, as presented was made by Alderman Beckwith and seconded by Alderman Barbari. Roll Call vote was taken:

Ayes: **Barbari, Beckwith, Fitzgerald, and Greco**
Nays: **None**
Absent: **Vlach and Rada**

Motion passed.

VIII. ITEMS REMOVED FROM THE CONSENT AGENDA

None

IX. RECESS TO THE COMMITTEE OF THE WHOLE

Motion to recess to the committee of the whole portion of this meeting was made by Alderman Beckwith and seconded by Alderman Greco. An acclamation vote was taken:

Ayes: **Barbari, Beckwith, Fitzgerald, and Greco**
Nays: **None**
Absent: **Vlach and Rada**

X. MAYOR ESPOSITO

1. Mayor Esposito thanked everyone who came out to the ribbon cutting at Bruster's Ice Cream. It was a beautiful day and a very large turnout. He thanked Dave Carlin and the Chamber who also participated in the ribbon cutting.

2. Mayor Esposito stated the budget meeting will be held on March 19, 2025 at six o'clock in the Council chambers.
3. Mayor Esposito reminded the council about the swearing in of Officer Angelo Roscoe.

XI. COMMITTEE OF THE WHOLE

1. **Draft Ordinance Approving and Authorizing the Publication of the Official Zoning Map of the City of Oakbrook Terrace, Illinois – 2025.**

Mayor Esposito stated the Illinois Municipal Code requires the city to publish our zoning map on an annual basis, no later than March 31st if there are any changes in the preceding year. As a result of the recent annexations of the Salvation Army site and 1S122 Buttercup Lane, there were changes to the official map this year.

The City Council agreed to move this item to the subsequent Consent Agenda.

2. **Ordinance Approving and Authorizing the Publication of the Official Ward Map of the City of Oakbrook Terrace, Illinois – 2025.**

Mayor Esposito stated the Illinois Municipal Code authorizes cities to update their official ward map due to new territory being annexed. Due to the annexations of the Salvation Army site and 1S122 Buttercup Lane, the ward map is proposed to be amended to include the new territory.

The City Council agreed to move this item to the subsequent Consent Agenda.

3. **Discussion – Amendment to Section 32.011 of the code of Oakbrook Terrace, Illinois**

Mayor Esposito stated Alderman Beckwith requested that a discussion be held regarding amendment of Section 32.011 of the Code of Oakbrook Terrace, Illinois. On July 26, 2016, Ordinance 16-30 entitled an Ordinance Amending the Provisions of Section 32.011 Entitled "Duties" of Chapter 32 Entitled "Officers and Employees" of Title III Entitled "Administration" of the code of the City of Oakbrook Terrace, Illinois, was approved. The Ordinance amended Section 32.011 of the code of Oakbrook Terrace, Illinois, by adding a sentence stating "(t)he Mayor shall have general supervision and control of the police department and shall see that the various police officers are prompt and efficient in the discharge of their duties"

Alderman Beckwith suggested the change to be more consistent with neighboring communities. He also noted that he was not sure why the change was made in 2016, but it may have been due to the Mayor having a police background.

Alderman Greco concurred with Alderman Beckwith after conducting his own research.

Alderwoman Fitzgerald supported the amendment.

Mayor Esposito added he has been Mayor for five years and has never exercised his power or management style over the Police Department. The City Administrator technically leads the city on a day-to-day basis. He noted that he met with the Sergeants and the concerns raised recently were not communicated at that time.

Alderwoman Fitzgerald inquired if there were minutes available from the meeting or if morale was addressed. Mayor Esposito stated that he met with the Sergeants to express his gratitude and hear their concerns. Manpower and overtime were the main issues expressed at the time.

Alderman Greco noted he would like a third party looking into these issues.

Alderman Beckwith suggested distributing notes from the meeting to the third party.

XII. COUNCIL MEMBER COMMENTS

Alderman Beckwith commented the tower had the stair climb for lung cancer over the weekend.

Alderman Greco asked if we were going to put lights on the signs with crosswalks.

Director Ward replied that the new stop signs are on order and they will blink.

Alderman Greco requested a flyer be prepared to encourage annexation. He also noted he would like to reduce the number of signs when you come into Oakbrook Terrace from Costco.

Alderman Barbari added he was at the walk and thanked everyone who participated.

Alderwoman Fitzgerald inquired about the speed camera on Luther.

Director Ward replied the camera is on order.

Alderwoman Fitzgerald thanked the audience for attending. She expressed disappointment at the recent media coverage. She noted we have a wonderful city and people. We should focus on the good things in our city.

Alderman Beckwith stated that the Salvation Army is hosting an open house on April 24th from eleven to two. We should see more information in the next couple of weeks.

XIII. CITY ATTORNEY

None

XIV. CITY CLERK

None

XV. CITY ADMINISTRATOR

None

XVI. RECONVENE THE CITY COUNCIL MEETING

Motion to reconvene the City Council meeting was made by Alderman Beckwith and seconded by Alderwoman Fitzgerald. An acclamation vote was taken:

Ayes: Barbari, Beckwith, Fitzgerald, and Greco

Nays: None

Absent: Vlach and Rada

XVII. NEW BUSINESS

Mayor Esposito asked for a motion on the draft ordinance amending the provision of section 32.011 entitled duties of Chapter 32 entitled to office employees entitled administration.

Motion to approve the draft ordinance was made by Alderman Beckwith and seconded by Alderman Barbari.

XVII. OLD BUSINESS

None

Motion to adjourn was made by Alderwoman Fitzgerald and seconded by Alderman Greco at 7:34 P.M.

Acclamation vote was made with all Ayes.

Motion carried unanimously.

Respectfully submitted,

Melissa Headley, Community Development Director

Attested:

Michael Shadley
City Clerk

ADJOURN

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CITY OF OAKBROOK TERRACE
Bills Payable Summary Report for April 8, 2025

Corporate Fund (01)

Check Run	\$	54,252.54
ACH/Auto	\$	44,524.13
Manual Check	\$	38,616.30

Corporate Fund Total (01) \$ **137,392.97**

Impact Donation Fund (02)

Check Run	\$	-
Manual Check	\$	-

Impact Donation Fund Total (02) \$ **-**

Water Fund (03)

Check Run	\$	48,835.88
ACH/Auto		
Manual Check	\$	5,630.87

Water Fund Total (03) \$ **54,466.75**

SSA Debt Service Fund (04)

Check Run	\$	-
Manual Check	\$	-

SSA Debt Service Fund Total (04) \$ **-**

Motor Fuel Tax Fund (05)

Check Run	\$	-
Manual Check	\$	-

Motor Fuel Tax Fund Total (05) \$ **-**

2012 Debt Service Business District (08)

Check Run	\$	-
Manual Check	\$	-

2012 Debt Service Business District (08) \$ **-**

Capital Improvement Fund (09)

Check Run	\$	-
ACH	\$	-
Manual Check	\$	-

Capital Improvement Fund Total (09) \$ **-**

2012 Debt Service Business District (12)

Check Run	\$	-
Manual Check	\$	-

2012 Debt Service Business District (12) \$ **-**

Total Bills Payable \$ **191,859.72**

CITY OF OAKBROOK TERRACE

MANUAL BILLS PAYABLE

April 8, 2025

<u>Account No.</u>	<u>Vendor</u>	<u>Description</u>	<u>Check No.</u>	<u>Date</u>	<u>Amount</u>
01-01-5781-00	Pyrotecnico Fireworks, Inc.	4th of July Firework (pre-show advance payment)	10460	3/31/2025	15,960.00
01-01-4510-00	IMRF	February 2025 Employer Contributions - Administration	ACH	2/19/2025	4,825.90
01-02-4510-00		February 2025 Employer Contributions - Police			4,172.97
01-03-4510-00		February 2025 Employer Contributions - Comm. Dev.			4,328.62
01-04-4510-00		February 2025 Employer Contributions - Public Works			4,792.03
01-11-4510-00		February 2025 Employer Contributions - Finance			4,536.78
01-00-1703-00		February 2025 Employer Contributions - Water			5,630.87

TOTAL:

\$44,247.17

Accounts Payable GL Distribution Report

User: JEsposito
Printed: 4/3/2025 - 10:19 AM
Batch: 00001.04.2025
Fiscal Period: 12
JE Date: 04/03/2025



CITY OF OAKBROOK TERRACE
17N073 BUTTERFIELD ROAD
OAKBROOK TERRACE, IL 60181
630-941-8300

Fund	DR Amount	CR Amount	Account Number	Description
01 CORPORATE FUND				
	0.00	54,252.54	01-00-1060-00	HARRIS CHECKING A/P 0129
	54,252.54	0.00	01-00-2010-00	ACCOUNTS PAYABLE
	54,252.54	54,252.54		
03 WATER FUND				
	0.00	48,835.88	03-00-1060-00	HARRIS A/P 0129
	48,835.88	0.00	03-00-2010-00	ACCOUNTS PAYABLE
	48,835.88	48,835.88		
Grand Total:	103,088.42	103,088.42		

Accounts Payable

Computer Check Proof List by Vendor

User: JEsposito
Printed: 04/03/2025 - 10:15AM
Batch: 00001.04.2025



CITY OF OAKBROOK TERRACE
17W273 BUTTERFIELD ROAD
OAKBROOK TERRACE, IL 60181
630-941-4300

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: Abel	Joseph H. Abel & Associates, LLC				
	2025 Zoning Map update	702.85	03/25/2025	Check Sequence: 1 01-03-5600-00	ACH Enabled: False
	Check Total:	702.85			
Vendor: Ace Lomb	Lombard Ace Hardware				
261183	Paint and adhesive	20.17	03/25/2025	Check Sequence: 2 01-04-6130-00	ACH Enabled: False
2613721	Duct tape	6.59	04/11/2025	01-04-6130-00	
2613731	Drill bits	24.98	04/11/2025	01-04-6190-00	
	Check Total:	51.74			
Vendor: Ander	Anderson Pest Solutions				
74958572	City Hall Pest Control XX/XX	59.50	03/25/2025	Check Sequence: 3 01-04-5770-01	ACH Enabled: True
	Check Total:	59.50			
Vendor: AWWA	AWWA				
S0223227	D'Angelo membership dues 6/1/25-5/31/26	264.00	03/25/2025	Check Sequence: 4 03-12-5610-00	ACH Enabled: False
	Check Total:	264.00			
Vendor: burke	Christopher B. Burke Engineering, Ltd.				
199530	SCADA Award	285.00	03/25/2025	Check Sequence: 5 03-09-7190-09	ACH Enabled: False
199531	2025 Ward Map update	862.50	03/25/2025	01-03-5604-00	
199532	Engineering review	1,661.24	03/25/2025	01-03-5604-00	
	Check Total:	2,808.74			
Vendor: Carls	Carl's Wildlife Control				
576815	Skunk euthanized @ 518 MacArthur Dr.	175.00	04/11/2025	Check Sequence: 6 01-04-5600-00	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	175.00			
Vendor: cintas	Cintas Corporation			Check Sequence: 7	ACH Enabled: False
4223341459	PD Floor Mat Service	94.37	03/25/2025	01-02-5770-01	
4223341459	Hand soap and restroom air fresheners	80.05	03/25/2025	01-04-5770-01	
4223341526	City Hall Floor Mat Service	273.80	03/25/2025	01-04-5770-01	
4224830708	PD Floor Mat Service	94.37	04/11/2025	01-02-5770-01	
4224830710	City Hall Floor Mat Service	273.80	04/11/2025	01-04-5770-01	
	Check Total:	816.39			
Vendor: CintasCo	Cintas Corporation			Check Sequence: 8	ACH Enabled: False
8407320681	1st Aid Cabinet maintenance	465.49	03/25/2025	01-04-5770-01	
	Check Total:	465.49			
Vendor: Clarke	Clarke Environmental Mosquito Management, Inc.			Check Sequence: 9	ACH Enabled: False
001035781	Mosquito abatement services - Invoice 1 of 4	4,403.25	04/11/2025	01-04-5740-00	
	Check Total:	4,403.25			
Vendor: ClarkHil	Clark Hill P.L.C.			Check Sequence: 10	ACH Enabled: False
1554881	General Legal Counsel	20,131.83	04/11/2025	01-01-5674-00	
	Check Total:	20,131.83			
Vendor: CLS	CLS Background Investigations			Check Sequence: 11	ACH Enabled: False
13793	Background Investigations - 4 Candidates	373.95	03/25/2025	01-10-5775-00	
	Check Total:	373.95			
Vendor: Comcast3	Comcast			Check Sequence: 12	ACH Enabled: False
877120090000005	Business Video & 8 Digital Adapter - 3/19-4/18/	159.78	04/11/2025	01-11-5668-00	
877120090001058	CH Internet - 3/14-4/13/2025	269.80	04/11/2025	01-11-5668-00	
8771200900031738	PD Digital Adapters - 3/28-4/27/2025	53.25	04/11/2025	01-02-5668-00	
	Check Total:	482.83			
Vendor: ComEd	Com Ed			Check Sequence: 13	ACH Enabled: False
0014123333	Res Street Lights 2/4-3/6/2025	93.62	03/25/2025	01-04-5760-00	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
3240275000	Tornado Warning Siren - 2/4-3/6/2025	49.77	03/25/2025	01-04-5758-00	
7155941222	WMF Electric - 2/4-3/6/2025	327.17	03/25/2025	03-12-5758-00	
7157829000	PAS 17B - 2/4-3/6/2025	486.01	03/25/2025	03-12-5758-00	
9551820100	Water Tower - 2/4-3/6/2025	680.14	03/25/2025	03-12-5758-00	
	Check Total:	1,636.71			
Vendor: ComEd3	ComEd				ACH Enabled: False
0908807000	Spring/Frontage - 1/31-3/4/2025	959.18	03/25/2025	Check Sequence: 14 01-04-5760-00	
	Check Total:	959.18			
Vendor: CPS Co.	Chicago Parts & Sound LLC				ACH Enabled: True
40C0005962	Battery core return	-54.00	04/11/2025	Check Sequence: 15 01-04-5663-00	
40V0024167	T-6 Batteries	535.71	04/11/2025	01-04-5663-00	
	Check Total:	481.71			
Vendor: crystal	Crystal Maintenance Plus, Corp				ACH Enabled: False
32647	Police Dept Cleaning Services - April 2025	1,739.10	04/11/2025	Check Sequence: 16 01-02-5770-01	
32647	City Hall Dept Cleaning Services - April 2025	524.40	04/11/2025	01-04-5770-01	
	Check Total:	2,263.50			
Vendor: DC Garag	DC Garage Door & Services Inc				ACH Enabled: False
10003251	WMF Bay 2 repair	437.50	03/25/2025	Check Sequence: 17 03-12-5770-00	
10003272	WMF Bay #2 overhead door repairs	4,722.00	04/11/2025	03-12-5770-00	
	Check Total:	5,159.50			
Vendor: duprec	DuPage County Recorder				ACH Enabled: False
40626911	Recording fees - R2025-014088, R2025-014089	114.00	03/25/2025	Check Sequence: 18 01-03-5700-00	
40626915	Recording fees - Annexation plat R2025-014096	81.00	03/25/2025	01-03-5700-00	
	Check Total:	195.00			
Vendor: DWC	DuPage Water Commission				ACH Enabled: False
01-1700-00	6,635,000 Gal. water purchase - 1/31-2/28/2025	37,023.30	03/25/2025	Check Sequence: 19 03-12-5845-00	
	Check Total:	37,023.30			

Invoice No	Description		Amount	Pmt Date	Acct Number	Reference
Vendor: Elm auto	Elmhurst Auto Parts				Check Sequence: 20	ACH Enabled: False
29467	Squad filters and plugs	96.72	03/25/2025	01-02-5663-00		
29474	Spark plugs	25.44	03/25/2025	01-04-5663-00		
29498	Air filters and radiator seal	185.74	03/25/2025	01-02-5663-00		
29524	Air filters	36.92	04/11/2025	01-04-5663-00		
29558	Radial seal	125.15	04/11/2025	01-04-5663-00		
	Check Total:	469.97				
Vendor: Everbrid	Everbridge, Inc.				Check Sequence: 21	ACH Enabled: False
M86711	Prepaid Nixle 360 & Data Refresh - 5/1/25-3/22/	3,408.73	04/11/2025	01-00-1820-00		
M86711	Nixle 360 & Data Refresh - 3/23-4/30/2025	402.27	04/11/2025	01-11-5660-00		
	Check Total:	3,811.00				
Vendor: Fastsign	Fastsigns				Check Sequence: 22	ACH Enabled: True
65-66194	Pub. Services equipment decals	120.00	03/25/2025	01-04-5663-00		
	Check Total:	120.00				
Vendor: FIOTI	Law Offices of John L. Fiotti				Check Sequence: 23	ACH Enabled: True
OBT 3-25	City Prosecutions - March 2025	2,437.50	04/11/2025	01-01-5672-00		
OBT DUI 3-25	DUI Prosecutions - March 2025	1,755.00	04/11/2025	01-01-5672-00		
	Check Total:	4,192.50				
Vendor: First RW	First Responders Wellness Center				Check Sequence: 24	ACH Enabled: False
24627	Pre-employment performance exam - 1 candidate	610.00	03/25/2025	01-10-5775-00		
24628	Pre-employment performance exam - 1 candidate	610.00	03/25/2025	01-10-5775-00		
24685	Pre-employment performance exam - 1 candidate	610.00	03/25/2025	01-10-5775-00		
	Check Total:	1,830.00				
Vendor: Fun Exp	Fun Express LLC				Check Sequence: 25	ACH Enabled: False
73625706001	Easter Event 2025 - goody bag supplies	373.54	03/25/2025	01-01-5780-00		
73625798001	Easter Event 2025 - goody bag supplies	292.62	03/25/2025	01-01-5780-00		
73625806601	Easter Event 2025 - goody bag supplies	190.50	03/25/2025	01-01-5780-00		
	Check Total:	856.66				

Invoice No	Description		Amount	Pmt Date	Acct Number	Reference
Vendor: Gonzini	Robert J. Gonzini	Elec. & Bldg. Inspection Svcs. - 3/20-4/1/2025	706.49	04/11/2025	Check Sequence: 26 01-03-5600-00	ACH Enabled: True
	Check Total:		706.49			
Vendor: hdsupply	Core & Main LP				Check Sequence: 27	ACH Enabled: False
W542680	Water meter retro kit		419.89	03/25/2025	03-12-6152-00	
W664747	Meter reading software support fee		3,700.00	04/11/2025	03-12-6152-00	
	Check Total:		4,119.89			
Vendor: hinsdale	Flagg Creek Water Reclamation District				Check Sequence: 28	ACH Enabled: False
111731-000	PSB Sewer - 1/31-2/27/2025		13.17	04/11/2025	01-04-5758-00	
	Check Total:		13.17			
Vendor: homedep2	Dept. 32 - 2153930338 Home Depot Credit Services				Check Sequence: 29	ACH Enabled: False
2611219	Refrigerator odor absorber		6.97	04/11/2025	01-04-5770-00	
4800516	PD Shelving unit		74.85	04/11/2025	01-02-5770-00	
5527176	Painting, Shop supplies		69.73	04/11/2025	01-04-6130-00	
5610907	Liquid nail, Rain-X		19.46	04/11/2025	01-04-6130-00	
610358	Replacement vacuum - PSB/Shop		199.00	04/11/2025	01-04-6190-00	
6525336	Paper towel rolls		20.94	04/11/2025	01-04-6130-00	
6625173	Brackets, poly oil		31.90	04/11/2025	01-04-6190-00	
7011684	Blades & bits		145.97	04/11/2025	01-04-6190-00	
9626527	Asphalt repair, tamper		232.68	04/11/2025	01-04-6133-00	
	Check Total:		801.50			
Vendor: JetBrite	Jet Brite Car Wash, Inc.				Check Sequence: 30	ACH Enabled: False
2A0F127C-0004	63 Car washes - PD (2/16-3/15/25)		189.00	03/25/2025	01-02-5663-00	
	Check Total:		189.00			
Vendor: JX Entrp	JX Enterprises, Inc.				Check Sequence: 31	ACH Enabled: False
2547286S	T-4 Peterbilt repairs		3,289.39	03/25/2025	01-04-5663-00	
	Check Total:		3,289.39			
Vendor: Kentech	Kentech Consulting Inc.				Check Sequence: 32	ACH Enabled: False

Invoice No	Description		Amount	Pmt Date	Acct Number	Reference
20687		Candidate evaluation	406.40	03/25/2025	01-10-5775-00	
		Check Total:	406.40			
Vendor: library		Villa Park Public Library			Check Sequence: 33	ACH Enabled: False
		16 Library cards issued for 10 residences - Feb. 2	2,762.96	04/11/2025	01-01-5785-00	
		Check Total:	2,762.96			
Vendor: Midwest3		Midwest Mechanical			Check Sequence: 34	ACH Enabled: False
112168512		Furnace repair / condensate trap	323.00	04/11/2025	01-04-5770-00	
		Check Total:	323.00			
Vendor: MinoltaC		Konica Minolta Business Soluti			Check Sequence: 35	ACH Enabled: False
500765678		Comm. Dev. Copier Maint. - 2/1-2/28/2025	66.29	04/11/2025	01-03-5660-00	
500765678		Admin. Copier Maint. - 2/1-2/28/2025	66.29	04/11/2025	01-01-5660-00	
500765678		Finance Copier Maint. - 2/1-2/28/2025	66.30	04/11/2025	01-11-5660-00	
9010350288		Exec. Admin. Copier Maint. - 2/4-3/3/2025	46.02	04/11/2025	01-01-5660-00	
9010351258		PD Copier Maint. - 2/5-3/4/2025	74.28	03/25/2025	01-02-5660-00	
9010371465		Water Copier Maintenance - 2/26-3/25/2025	4.82	04/11/2025	03-12-5660-00	
9010371465		Streets Copier Maintenance - 2/26-3/25/2025	7.17	04/11/2025	01-04-5660-00	
		Check Total:	331.17			
Vendor: Minute		Minuteman Press			Check Sequence: 36	ACH Enabled: False
126785		Easter mailers, plus postage & delivery	1,041.60	04/11/2025	01-01-5780-00	
		Check Total:	1,041.60			
Vendor: munelec		Municipal Electronics Division, LLC			Check Sequence: 37	ACH Enabled: True
071336		Radar gun repair / certification	155.82	04/11/2025	01-02-5660-00	
		Check Total:	155.82			
Vendor: myers		Myers Tire Supply			Check Sequence: 38	ACH Enabled: False
50929943		Tire supplies	106.21	03/25/2025	01-04-5663-00	
		Check Total:	106.21			
Vendor: NatLift		National Lift Truck			Check Sequence: 39	ACH Enabled: True

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
IV250311136	Forklift & Aerial lift training/recertification for F	3,000.00	04/11/2025	01-04-5605-00	
	Check Total:	3,000.00			
Vendor: Nicor1	Bill Payment Center Nicor Gas			Check Sequence: 40	ACH Enabled: False
81486267503	PSB Gas - 2/7-3/11/2025	1,199.74	03/25/2025	01-04-5758-00	
97007010008	WMF Gas - 2/7-3/11/2025	448.05	03/25/2025	03-12-5758-00	
	Check Total:	1,647.79			
Vendor: PITNEY3	Pitney Bowes Inc.			Check Sequence: 41	ACH Enabled: False
1027051711	Admin. (supplies)	22.83	03/25/2025	01-01-5655-00	
1027051711	Water (supplies)	22.82	03/25/2025	01-01-5655-00	
1027051711	Comm. Dev. (supplies)	22.82	03/25/2025	01-01-5655-00	
1027051711	Finance (supplies)	22.82	03/25/2025	01-01-5655-00	
	Check Total:	91.29			
Vendor: Runco	Runco Office Supplies and Equipment Company			Check Sequence: 42	ACH Enabled: True
959384-0	CH snacks	27.86	03/25/2025	01-01-6120-00	
963891-0	Correction tape - CH	16.99	03/25/2025	01-01-6120-00	
963974-0	Index tabs - CH	7.92	03/25/2025	01-01-6120-00	
964244-0	Kitchen supplies - CH	84.61	04/11/2025	01-01-6120-00	
	Check Total:	137.38			
Vendor: Shorewd	Shorewood Home & Auto Inc			Check Sequence: 43	ACH Enabled: False
03-455834	Zero-turn mower parts	1,345.85	04/11/2025	01-04-6132-00	
	Check Total:	1,345.85			
Vendor: snapon	Snap-on Industrial			Check Sequence: 44	ACH Enabled: False
ARV/64064252	Brake press/rotor clip set	194.41	03/25/2025	01-04-5663-00	
	Check Total:	194.41			
Vendor: Storino	Storino Ramello & Durkin			Check Sequence: 45	ACH Enabled: True
93055	General Labor Relations - FOP	381.80	04/11/2025	01-01-5674-00	
93055	General Litigation	1,495.00	04/11/2025	01-01-5673-00	
93055	General Legal Services	28,169.73	04/11/2025	01-01-5671-00	

Invoice No	Description	Amount	Pmnt Date	Acct Number	Reference
Vendor: Suburb R-225527	Check Total:	30,046.53			
	Suburban Laboratories, Inc.				ACH Enabled: False
	WO 2405K15 - coliform/bacteria (missed on ori	38.00	04/11/2025	Check Sequence: 46 03-12-5600-00	
	Check Total:	38.00			
Vendor: Tameling 0201730-IN	Tameling Industries Inc				ACH Enabled: False
	Decorative stone, maintenance of landscape beds	1,082.00	04/11/2025	Check Sequence: 47 01-04-6132-00	
	Check Total:	1,082.00			
Vendor: trugreen 205133115	Trugreen				ACH Enabled: False
	Turf Treatment - Municipal Complex	305.90	04/11/2025	Check Sequence: 48 01-04-5765-00	
	Check Total:	305.90			
Vendor: westmech S239513	Westside Mechanical, Inc.				ACH Enabled: True
	PD Boiler repair	5,624.20	04/11/2025	Check Sequence: 49 01-02-5770-00	
	Check Total:	5,624.20			
Vendor: wholesal 273241	Wholesale Direct, Inc.				ACH Enabled: False
	Wiper blade stock	118.00	03/25/2025	Check Sequence: 50 01-04-5660-00	
	Check Total:	118.00			
	Total for Check Run:	147,612.55			
	Total of Number of Checks:	50			

STATE OF ILLINOIS)
COUNTY OF DUPAGE)

I, Michael Shadley, City Clerk of the City of Oakbrook Terrace, Illinois, DO HEREBY CERTIFY that as such Village Clerk and keeper of the records of the City of Oakbrook Terrace, that the foregoing is a true and duplicate copy of

1. ORDINANCE NO. 25 - 11 – Ordinance Approving and Authorizing the Publication of the Official Zoning Map of the City of Oakbrook Terrace, Illinois – 2025;

The Illinois Municipal Code requires the City to publish our zoning map on an annual basis, no later than March 31st if there were any changes in the preceding year. As a result of the recent annexations of the Salvation Army site and 1S122 Buttercup Lane, there were changes to the official map this year.

Passed on and approved by the Mayor and City Council of the City of Oakbrook Terrace
on:

Dated March 25, 2025

IN WITNESS WHEREOF, I have subscribed my name and affixed my seal this 25th day of March 2025

SEAL

X

Michael Shadley, Clerk
City of Oakbrook Terrace

ORDINANCE NO. 25 - 11

**AN ORDINANCE APPROVING AND AUTHORIZING THE PUBLICATION OF A
REVISED OFFICIAL ZONING DISTRICT MAP FOR THE
CITY OF OAKBROOK TERRACE, ILLINOIS**

WHEREAS, the City of Oakbrook Terrace (the “City”) is a home-rule unit of local government under Article VII, Section 6 of the 1970 Illinois Constitution and, except as limited by such section, it may exercise any power and perform any function pertaining to its government and affairs;

WHEREAS, pursuant to Division 13 of the Illinois Municipal Code (65 ILCS 5/11-13-1, *et seq.*), and pursuant to the applicable provisions of Title XV, Chapter 156 entitled “Zoning” of the Code of Oakbrook Terrace, Illinois, the City Council of the City has heretofore adopted the Zoning District Map of the City of Oakbrook Terrace, Illinois, delineating the location and boundaries of the districts established by Chapter 156;

WHEREAS, pursuant Section 11-13-19 of the Illinois Municipal Code (65 ILCS 5/11-13-19), the corporate authorities of the City are required to cause to be published the official Zoning District Map no later than March 31st each year showing the existing zoning uses, divisions, restrictions, regulations and classifications of the City for the previous calendar year;

WHEREAS, the approval of this ordinance was on the agenda of the regular City Council meeting scheduled to be held on Tuesday, March 25, 2025; however, the regular City Council meeting was required to be cancelled due to the lack of a quorum. Consequently, the corporate authorities of the City hereby extend the deadline for the publication the City’s official Zoning District Map to April 15, 2025, showing the existing zoning uses, divisions, restrictions, regulations and classifications of the City for the previous calendar year; and

WHEREAS, the Zoning District Map attached hereto as Exhibit “A” and made a part hereof, is the official Zoning District Map of the City, inclusive of changes from the preceding calendar year, showing the existing zoning uses, divisions, restrictions, regulations and classifications of the City for the preceding calendar year;

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Oakbrook Terrace, DuPage County, Illinois, as follows:

Section 1: The facts and statements contained in the preambles to this ordinance are found to be true and correct and are hereby adopted as part of this ordinance.

Section 2: The corporate authorities of the City of Oakbrook Terrace hereby adopt the Zoning District Map attached hereto as Exhibit “A” and made a part hereof, as the official Zoning District Map of the City which shall be on file in the office of the Zoning Administrator. Copies of the official Zoning District Map of the City shall be available to the public for reference at all times during which City Hall is open and may be certified on request.

Section 3: The City Clerk is hereby authorized and directed to publish the Zoning District Map in pamphlet form in accordance with the requirements of Section 11-13-19 of the Illinois Municipal Code (65 ILCS 5/11-13-19).

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

Section 5: This ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

ADOPTED this 8th day of April 2025, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 8th day of April 2025.

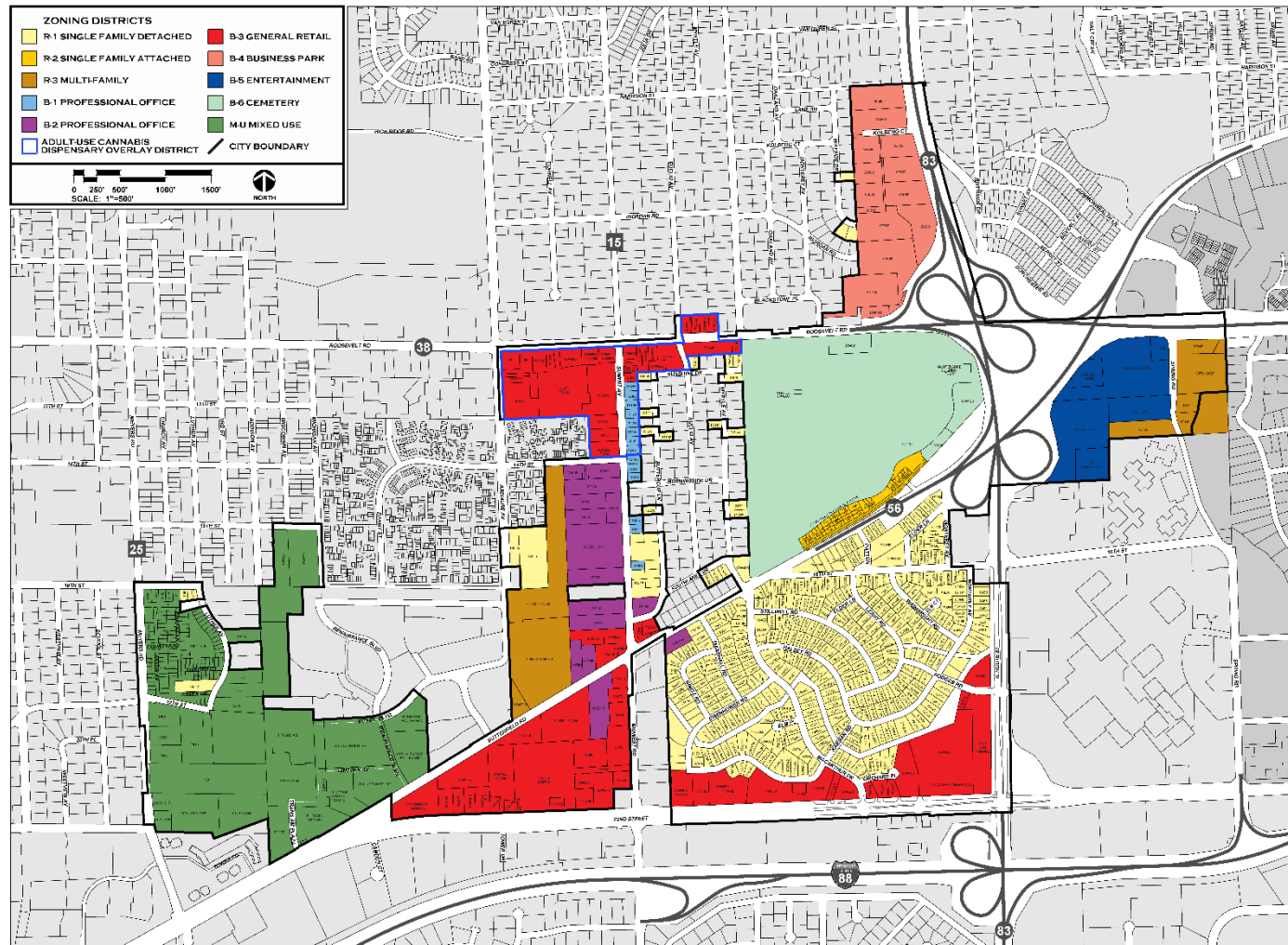
Paul Esposito, Mayor of the City of
Oakbrook Terrace, DuPage County, Illinois

ATTESTED and filed in my office,
this 8th day of April 2025.

Michael Shadley, Clerk of the City of
Oakbrook Terrace, DuPage County, Illinois

EXHIBIT "A"
OFFICIAL ZONING DISTRICT MAP OF THE
CITY OF OAKBROOK TERRACE, ILLINOIS

Ordinance No. 25-



ZONING MAP - CITY OF OAKBROOK TERRACE, ILLINOIS

PREPARED BY: JOSEPH H. ABEL & ASSOCIATES MARCH 2025
GARY R. WEBER ASSOCIATES, INC.

STATE OF ILLINOIS)
COUNTY OF DUPAGE)

I, Michael Shadley, City Clerk of the City of Oakbrook Terrace, Illinois, DO HEREBY CERTIFY that as such Village Clerk and keeper of the records of the City of Oakbrook Terrace, that the foregoing is a true and duplicate copy of

1. ORDINANCE NO. 25 - 12 – Ordinance Approving and Authorizing the Publication of the Official Ward Map of the City of Oakbrook Terrace, Illinois - 2025.

The Illinois Municipal Code authorizes cities to update their official ward map due to new territory being annexed. Due to the annexations of the Salvation Army site and 1S122 Buttercup Lane, the ward map is proposed to be amended to include the new territory.

Passed on and approved by the Mayor and City Council of the City of Oakbrook Terrace on:

Dated March 25, 2025

IN WITNESS WHEREOF, I have subscribed my name and affixed my seal this 25th day of March 2025

SEAL

X

Michael Shadley, Clerk
City of Oakbrook Terrace

ORDINANCE NO. 25 -12

**AN ORDINANCE APPROVING AND AUTHORIZING THE
PUBLICATION OF A REVISED OFFICIAL WARD MAP FOR THE
CITY OF OAKBROOK TERRACE, ILLINOIS**

WHEREAS, the City of Oakbrook Terrace (the “City”) is a home-rule unit of local government under Article VII, Section 6 of the 1970 Illinois Constitution and, except as limited by such section, it may exercise any power and perform any function pertaining to its government and affairs;

WHEREAS, pursuant to Section 3.1-20-15 and Section 3.1-20-25 of the Illinois Municipal Code (65 Illinois Compiled Statutes 5/3.1-20-15 and Section 3.1-20-25), the City Council of the City has heretofore divided the City into three (3) wards based upon the city’s population;

WHEREAS, pursuant Section 11-13-25 of the Illinois Municipal Code (65 ILCS 5/11-13-25), the corporate authorities of the City are authorized to redistrict the City due to new territory being annexed to the City; and

WHEREAS, the Ward Map attached hereto as Exhibit “A” and made a part hereof, is the official Ward Map of the City, inclusive of changes from new territory being annexed to the City;

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Oakbrook Terrace, DuPage County, Illinois, as follows:

Section 1: The facts and statements contained in the preambles to this ordinance are found to be true and correct and are hereby adopted as part of this ordinance.

Section 2: The corporate authorities of the City hereby adopt the Ward Map attached hereto as Exhibit “A” and made a part hereof, as the official Ward Map of the City which shall be on file in the office of the City Clerk. Copies of the official Ward Map of the City shall be available to the public for reference at all times during which City Hall is open and may be certified on request.

Section 3: The City Clerk is hereby authorized and directed to publish the Ward Map in pamphlet form and cause a certified copy of this ordinance, including the Ward Map attached hereto as Exhibit “A,” to be filed with the DuPage County Clerk’s Election Division within thirty (30) days of the passage and approval of this ordinance.

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

Section 5: This ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

ADOPTED this 8th day of April 2025, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

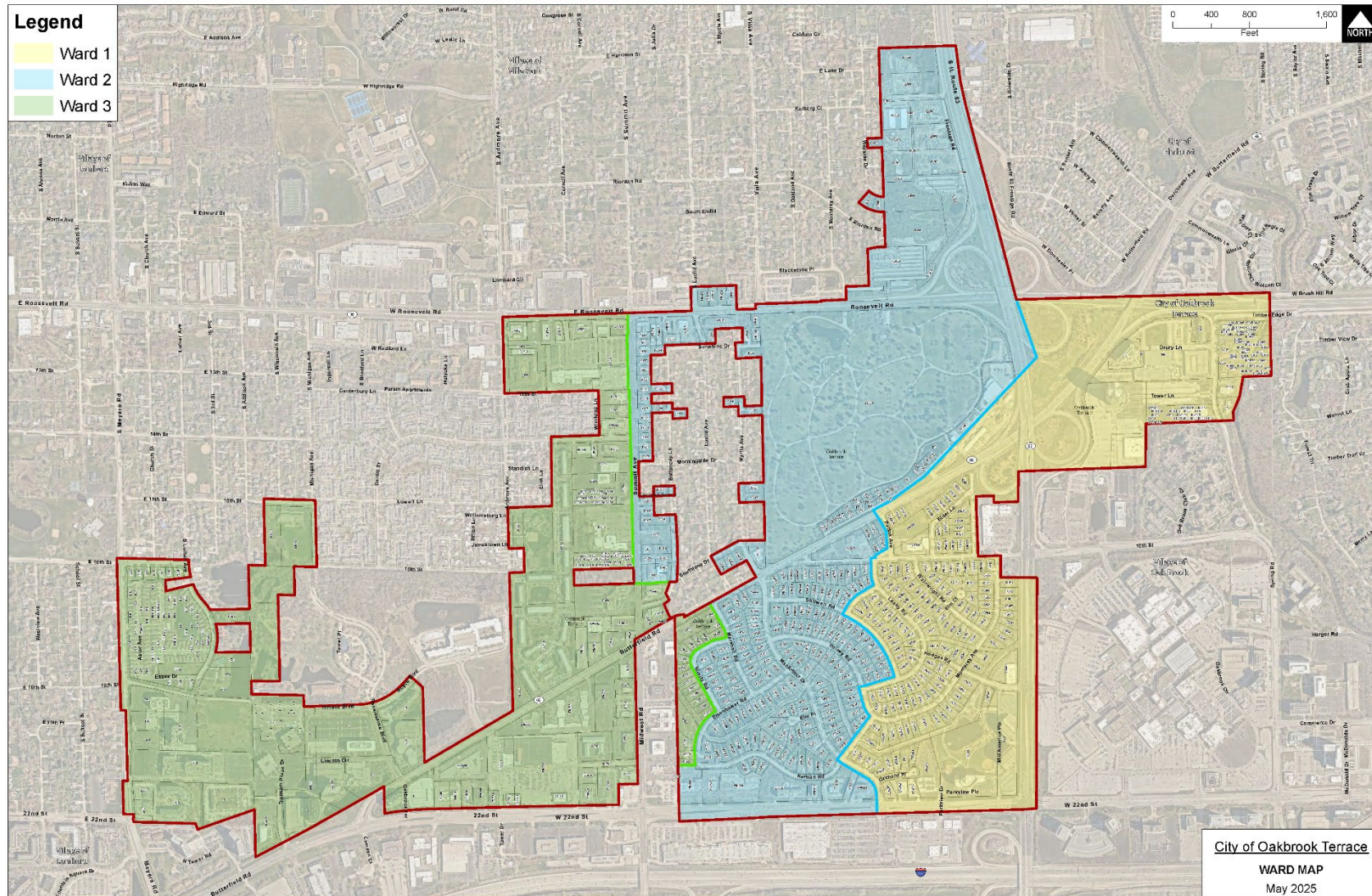
APPROVED by me this 8th day of April 2025.

Paul Esposito, Mayor of the City of
Oakbrook Terrace, DuPage County, Illinois

ATTESTED and filed in my office,
this 8th day of April 2025.

Michael Shadley, Clerk of the City of
Oakbrook Terrace, DuPage County, Illinois

EXHIBIT "A" **OFFICIAL WARD MAP OF THE** **CITY OF OAKBROOK TERRACE, ILLINOIS**



ORDINANCE NO. 25 -

**AN ORDINANCE TO APPROVE AND AUTHORIZE THE EXECUTION OF AN
INVESTIGATIVE SERVICE AGREEMENT AND ADDENDUM FOR THE
CITY OF OAKBROOK TERRACE, ILLINOIS**

WHEREAS, the City of Oakbrook Terrace (the “City”) is a home-rule unit of local government under Article VII, Section 6 of the 1970 Illinois Constitution and, except as limited by such section, it may exercise any power and perform any function pertaining to its government and affairs;

WHEREAS, Section 3.1-30-5 of the Illinois Municipal Code, 65 ILCS 5/3.1-30-5, and Section 32.012 of the Code of Oakbrook Terrace, Illinois, authorize the Mayor, by and with the advice and consent of the City Council, to appoint officers necessary to carry into effect the powers conferred upon the City;

WHEREAS, Division 1 of Article 11 of the Illinois Municipal Code, 65 ILCS 5/Art. 11, Div. 1, authorizes the City to adopt and enforce necessary police ordinances and define the duties and powers of police officers;

WHEREAS, the City, pursuant to Section 33.001 of the Code of Oakbrook Terrace, Illinois (the “City Code”), created a Police Department for the City and pursuant to Section 33.003 of the City Code, provided for a Chief of Police to serve as the chief administrator and executive officer of the City’s Police Department;

WHEREAS, the City’s Chief of Police has been placed on administrative leave pending an investigation into certain allegations regarding the management of the City’s Police Department presented to the City Council in a “Vote of No Confidence Letter” by the Oakbrook Terrace Metropolitan Alliance of Police (MAP) Chapter 519, acting in its union capacity;

WHEREAS, the City Administrator with the concurrence of the City Council desires to appoint an investigator to investigate the allegations of the Vote of No Confidence Letter;

WHEREAS, Clarity One Solutions, LLC (the “Consultant”) has extensive experience and engages in the business of providing investigative services;

WHEREAS, Section 30.70(a)(1) of the Code of Oakbrook Terrace, Illinois, requires that the requirements to be met and the means and methods to be used in procuring the Consultant’s services be determined by the City Administrator with the concurrence of the City Council;

WHEREAS, the City Administrator has determined the requirements to be met and the means and methods to be used in procuring the Consultant’s services which determination is attached hereto marked as Exhibit “A” and made a part hereof; and

WHEREAS, the City desires to engage the Consultant to provide investigative services to the City;

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Oakbrook Terrace, DuPage County, Illinois, as follows:

Section 1: The facts and statements contained in the preambles to this ordinance are found to be true and correct and are hereby adopted as part of this ordinance.

Section 2: It is hereby determined that it is advisable, necessary and in the public interest that the City approve and does hereby approve the Investigative Service Agreement and Addendum with the Consultant.

Section 3: The City council does hereby concur that the requirements to be met by the Consultant are contained in the Investigative Service Agreement and Addendum, copies of which are attached hereto marked as Exhibit “B” and made a part hereof and the Consultant’s Certification, a copy of which is attached hereto marked as Exhibit “C” and made a part hereof, and that the means and methods to be used in procuring the Consultant’s services are to be by the submission of the Investigative Service Agreement, Addendum and the Consultant’s Certification to and execution thereof by the Consultant.

Section 4: Provided that the Consultant executes the Investigative Service Agreement and Addendum, copies of which are attached hereto marked as Exhibit “B” and made a part hereof and the Consultant’s Certification, a copy of which is attached hereto marked as Exhibit “C” and made a part hereof, the Mayor shall be and is hereby authorized and directed to execute and the City Clerk shall be and is hereby authorized to attest on behalf of the City the Investigative Service Agreement and Addendum.

Section 5: This ordinance shall be in full force and effect upon its passage and approval in accordance with law.

ADOPTED this 22nd day of April 2025, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 22nd day of April 2025.

Paul Esposito, Mayor of the City of
Oakbrook Terrace, DuPage County, Illinois

ATTESTED and filed in my office,
this 22nd day of April.

Michael Shadley, Clerk of the of the City
of Oakbrook Terrace, DuPage County, Illinois

EXHIBIT “A”

DETERMINATION OF THE CITY ADMINISTRATOR

I hereby determine that the requirements to be met by Clarity One Solutions, LLC are contained in the Investigative Service Agreement and Addendum, copies of which are attached hereto marked as Exhibit “B” and made a part hereof and the Consultant’s Certification, a copy of which is attached hereto marked as Exhibit “C” and made a part hereof, The means and methods to be used in procuring the Consultant’s services are hereby determined to be by the submission of an Investigative Service Agreement and Addendum and the Consultant’s Certification to and execution thereof by Clarity One Solutions, LLC.

By: _____
James D. Ritz, City Administrator

EXHIBIT “B”

INVESTIGATIVE SERVICE AGREEMENT AND ADDENDUM

DRAFT

INVESTIGATIVE SERVICE AGREEMENT

This Investigative Service Agreement ("Agreement") is made and entered into as of this 18th day of February, 2025, by and between The City of Oakbrook Terrace (the "Municipality"), and Clarity One Solutions LLC, an Illinois limited liability company ("Clarity").

Recital

Whereas, the Municipality desires to retain Clarity to perform the services described herein and Clarity is willing to provide such services on the terms and conditions set forth herein.

Now, therefore, in consideration of the mutual promises and agreements hereinafter set forth, and other good and valuable consideration, the adequacy, receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Retention. The Municipality agrees to retain Clarity, and Clarity agrees to be retained by Municipality, to provide the services set forth in Paragraph 3, below.

2. Term of Agreement. This Agreement shall commence on February 18, 2025 and shall terminate once the scope of services is complete but in no event shall this Agreement extend beyond August 18, 2025, unless extended in writing by the parties (the "Term"). Either party may terminate this Agreement at any time during the Term, with or without cause, and for any reason or for no reason at all, upon written notice to the non-terminating party, provided that Municipality shall be, obligated to pay, following termination of this Agreement, for all Services (as hereinafter defined) provided by Clarity prior to such termination.

3. Scope of Services. Clarity shall provide investigative services to the Municipality as requested from time-to-time including but not limited to the following (collectively, "Services"):

Assist the Municipality with internal investigations involving public employee misconduct involving alleged policy/rule violations by a Municipality's public employees. This may include, but is not limited to, assisting or performing with the following:

- i. Investigating alleged violations by public employees;
- ii. Interviewing relevant individuals to the third-party internal investigation;
- iii. Working in concert with any other contractors, attorneys, or otherwise at the Municipality's direction;
- iv. Referring any criminal acts uncovered to the appropriate law enforcement agency or agencies; and/or
- v. Writing memorandums, giving reports, or otherwise informing the Municipality or its agents on the findings of said investigation.

4. No Agency or Employment Intended. Clarity is an independent contractor to and not an employee of the Municipality. Nothing contained herein or any document executed in connection herewith, shall be construed to create an employer-employee relationship, partnership or joint venture relationship between the Municipality and Clarity. Clarity shall not have the right or entitlement in or to any Municipality benefits such as pension, health, retirement, unemployment or workers compensation benefits, now or hereafter available to Municipality's regular employees. Any and all sums subject to deductions, if any, required to be withheld and/or paid under any applicable law shall be Clarity's sole responsibility.

5. Compensation. As full and sole monetary consideration for Services rendered by Clarity, Municipality will pay to Clarity one hundred fifty dollars (\$150.00) per hour for the hours of Services performed by Clarity. Clarity shall keep contemporaneous records of time spent by Clarity in rendering the Services and shall timely provide the Municipality with said records. In addition, the Municipality shall reimburse Clarity for expenses incurred by Clarity in the performance of the Services, provided that Clarity receives pre-approval for expenses in excess of \$500 and submits to the Municipality original receipts for such expenses in a timely manner. Payment and reimbursements will be made within thirty (30) days from receipt of invoice from Clarity to the Municipality.

6. Clarity's Responsibilities/Confidentiality. Clarity acknowledges and agrees that the cost of any loss or damage to any personal property owned by it and used in the course of performing said Services shall be borne by Clarity and shall not be the responsibility of the Municipality. Clarity acknowledges that in the course of its investigation Clarity may come across sensitive information ("Protected Information"). All Information provided by the Municipality to Clarity will be presumed to be Protected Information unless explicitly labeled otherwise by the City. The City is hereby notified Clarity does not retain any documents created, obtained and/or provided by or to the City beyond the termination date of this agreement unless mandated by law or court order. Clarity agrees during the Term of this Agreement and thereafter, not to disclose any Protected Information, in writing or otherwise, to anyone other than the Municipality, its employees needing such information for Clarity to perform its duties hereunder, or any appropriate law enforcement agencies. Clarity shall provide reasonable notice to the Municipality regarding any Protected Information disclosures to be made prior to said disclosure. Nothing in this Agreement shall be construed to prevent disclosure by Clarity as mandated by law or court order.

7. Ownership of Intellectual Property. The parties hereby acknowledge and agree that Clarity shall retain ownership of any and all intellectual property rights (including, but not limited to copyright, trademark, patent, trade secret and other intellectual property rights which arise by registration, statute or common law, collectively "Intellectual Property Rights"). Nothing in this Agreement shall be construed to transfer ownership of any Intellectual Property Rights by Clarity to the Municipality relating in any way to any service rendered by Clarity for the benefit of the Municipality, which Intellectual Property Rights shall at all times be owned and retained exclusively by Clarity.

8. Limitation of Liability. In no event, shall Clarity be held liable for indirect, special, incidental or consequential damages arising out of Clarity's services. Notwithstanding anything to the contrary set forth in this Agreement, the parties hereby agree that the amount of direct damages for which Clarity shall be responsible in the event of a material breach of the terms and conditions of this Agreement by Clarity shall under no circumstance exceed the lesser of: (a) the aggregate amount of fees paid by the Municipality to Clarity hereunder or (b) the actual direct damages proven to be incurred by the Municipality as a result of the material breach of this Agreement by Clarity.

CLARITY FURTHER FOREVER DISCLAIMS ANY AND ALL IMPLIED AND EXPRESS WARRANTIES IN CONNECTION WITH THE SERVICES PROVIDED BY CLARITY HEREUNDER. THE MUNICIPALITY HEREBY WAIVES ANY AND ALL CLAIMS AGAINST CLARITY FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY WHATSOEVER ARISING BY COMMON LAW, APPLICABLE STATUTE OR OTHERWISE.

The Municipality further agrees to defend, indemnify and hold harmless Clarity (including its officers, shareholders, directors, employees, agents, attorneys and assigns) from and against any and all claims, losses, liabilities and expenses arising in whole or in part out of a claim by the Municipality or any third party relating, in any manner whatsoever, to the Services provided by Clarity to the Municipality hereunder.

9. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules or JAMS Dispute Resolution, as selected in the discretion of Clarity, at Crystal Lake, Illinois, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The parties agree that an arbitration award by default may be entered upon any parties failing to appear or defend himself in any arbitration procedure. The non-prevailing party, as determined by the arbiter, shall pay all expenses incurred by the prevailing party, including, but not limited to (a) reasonable attorneys' fees, (b) filing costs, (c) witness fees, and (d) other general expenses of arbitration.

10. Compliance with Laws. Clarity acknowledges and agrees that it will comply with all applicable laws, rules and regulations promulgated by any federal, state, county, municipal, or any other governmental unit or regulatory body or court.

11. Amendment. This Agreement shall not be amended except upon written agreement signed by both parties.

12. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Illinois, without regard to its choice of law principles.

13. Severability. If any term or provision of this Agreement should be declared invalid by a court of competent jurisdiction, the remaining terms and provisions of this Agreement shall remain unimpaired and in full force and effect.

14. Successors and Assigns. All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors and assigns.

15. Headings. Titles and headings to sections in this Agreement are inserted for convenience of reference only and are not intended to affect the interpretation or construction of this Agreement. If an ambiguity or question of intent arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of authorship of any of the provisions of this Agreement.

16. Counterparts. This Agreement may be executed in one or more duplicate counterparts (including by facsimile and/or e-mail with a .pdf attachment), each of which shall be deemed an original, but which collectively shall constitute one and the same instrument.

17. Integration. This Agreement constitutes the entire Agreement between the parties and contains all agreements between the parties with respect to the subject matter hereof. This Agreement supersedes all other agreements either in writing or oral between the parties hereto with respect to the same or similar subject matter.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first date written above.

CITY OF OAKBROOK TERRACE

By: 

Its: CITY ADMINISTRATOR

CLARITY ONE SOLUTIONS, LLC

By: _____

Thomas Kotlowski, Manager

ADDENDUM TO THE INVESTIGATIVE SERVICE AGREEMENT

BY AND BETWEEN THE

CITY OF OAKBROOK TERRACE, ILLINOIS,

AND

CLARITY ONE SOLUTIONS LLC

THIS ADDENDUM dated March 25, 2025, supplements, amends and modifies the terms and conditions of the Investigative Service Agreement (the "Agreement"), between the City of Oakbrook Terrace, Illinois (the "City"), an Illinois municipal corporation, and Clarity One Solutions LLC, an Illinois limited liability company ("Clarity" or the "Consultant") dated February 18, 2025. To the extent of inconsistencies between the Agreement and this Addendum, the terms and conditions of this Addendum shall control. The Agreement is amended as follows:

NOW, THEREFORE, in consideration of the mutual undertakings and promises contained herein, the parties hereto agree as follows:

3. Scope of Services. *Section 3 of the Agreement is hereby amended by adding thereto the following:*

- vi. Investigate whether the allegations of the Letter of No Confidence, attached hereto as marked Exhibit "A" and made a part hereof, were credible;
- vii. Investigate whether the Letter of No Confidence was a tactic used by the police officer members of the Oakbrook Terrace Metropolitan Alliance of Police (MAP) Chapter 519 as an attempt to gain leverage in their ongoing negotiations toward a collective bargaining agreement with the City.

5. Compensation. *Section 5 of the Agreement is hereby amended as follows:*

The sentence "Payment and reimbursements will be made within thirty (30) days from receipt of invoice from Clarity to the Municipality" is hereby deleted and the following is substituted "Not more frequently than once each month, on or before the tenth business day of the month, Clarity may submit to the City Administrator a detailed statement of professional Services performed in the amount of the Services performed by Clarity in the preceding month. Clarity's compensation shall be paid in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1, *et seq.*).

6. *Section 6 of the Agreement is hereby deleted and the following is substituted:*

Confidentiality.

6.1 It is anticipated that the City will disclose to the Consultant certain proprietary information which is identified as proprietary and confidential at the time of disclosure or

which can reasonably be regarded as confidential (“Confidential Information”). The disclosure of Confidential Information shall not be construed to grant to the Consultant any ownership or other proprietary interest in the Confidential Information. The Consultant does not acquire any title, ownership or other intellectual property right or license by virtue of such disclosure. The Consultant shall employ diligent efforts to maintain the secrecy and confidentiality of all Confidential Information. The Consultant will not at any time, either directly or indirectly, disclose, use or communicate or attempt to disclose, use or communicate to any person, firm or corporation any Confidential Information or any other information concerning the business, services, finances or operations of the City except as expressly authorized by the City. The Consultant shall treat such Confidential Information at all times as confidential, provided, however, that the Confidential Information may be disclosed only for purposes of the performance of the Services to employees of the City or the Consultant with a need to know for purposes of the performance of the Services hereunder. The Consultant acknowledges that each of the following can contain Confidential Information of the City and that the disclosure of any of the following by Consultant without the City’s express authorization would be harmful and damaging to the City’s interests:

6.1.1. All information relating to or obtained while performing the Services being performed by the Consultant under this Agreement regardless of its type or form which is not known to the public;

6.1.2. Building plans, site plans and specifications which are not known to the public;

6.1.3. Law enforcement records, including but not limited to, ordinance enforcement records, court and administrative hearing records which are not known to the public;

6.1.4. Financial information, emergency response and homeland security information and law enforcement records which are not known to the public.

6.2. This itemization of Confidential Information is not exclusive, as there may be other information that is included within this covenant of confidentiality. This information is confidential whether or not it is expressed on paper, disk, diskette, electronic memory, magnetic media, optical media, monitor, screen or any other medium or form of expression. The phrase “directly or indirectly” includes, but is not limited to, acting through the Consultant’s wife, children, parents, brothers, sisters or any other relatives, friends, partners, trustees, agents or associates.

6.3. All books, papers, records, lists, files, forms, reports, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, printouts, backups and computer databases relating in any manner to the City’s business, services, programs, software or residents, whether prepared by Consultant or anyone else, are the exclusive property of the City. All papers, notes, data, reference material, documentation, programs, diskettes (demonstration or otherwise), magnetic media, optical media, printouts, backups and all other media and forms of expression that

in any way include, incorporate or reflect any Confidential Information of the City are the exclusive property of the City.

6.4. The Consultant shall have no obligation to keep confidential any Confidential Information disclosed hereunder, which the Consultant can demonstrate by clear and convincing evidence: (a) was rightfully in the Consultant's possession before receipt from the City other than through prior disclosure by the City; or (b) is or becomes a matter of general public knowledge through no breach of this Agreement; or (c) is rightfully received by the Consultant from a third party without an obligation of confidentiality; or (d) is independently developed by the Consultant; or (e) is disclosed under operation of law, governmental regulation, including, but not limited to, regulation by the Securities and Exchange Commission or the Securities Department of the Illinois Secretary of State or court order, provided the Consultant first gives the City notice and a reasonable opportunity to secure confidential protection of such Confidential Information.

6.5. Upon termination of this Agreement or earlier at the City's request at any time, the Consultant shall (a) immediately cease using the Confidential Information, and (b) promptly deliver to the City all tangible embodiments of the Confidential Information. The requirements of the preceding sentence will not apply to archived copies of electronically exchanged Confidential Information made as a matter of routine information technology backup and to Confidential Information or copies thereof which must be stored by the Consultant according to provisions of mandatory law, provided that such Confidential Information or copies thereof shall be subject to a confidentiality obligation until such time as it meets an exception as set forth in Section 6.4 above according to the terms and conditions set forth herein.

6.6. In the event of breach of the confidentiality provisions of this Agreement, it shall be conclusively presumed that irreparable injury may result to the City and there may be no adequate remedy at law. The City shall be entitled to obtain temporary and permanent injunctions, without bond and without proving damages, to enforce this Agreement. The City may be entitled to damages for any breach of the injunction, including, but not limited to, compensatory, incidental, consequential, exemplary and punitive damages. The confidentiality provisions of this Agreement survive the termination or performance of this Agreement.

7. *Section 7 of the Agreement is hereby deleted and the following is substituted:*

Work Made for Hire.

7.1. All work product created or developed hereunder, including, but not limited to, specifications, reports and any other documents prepared by the Consultant in connection with any or all of the Services delivered to the City is for the use of and shall be the exclusive property of the City. All books, papers, notes, records, lists, data, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, magnetic media, electronic files, printouts, backups and computer databases created or modified by Consultant relating in any manner to the Services performed by the Consultant or by anyone else and used by the

Consultant in performance of the Services shall be a “work made for hire” as defined by the laws of the United States regarding copyrights.

7.2. The Consultant hereby irrevocably assigns and transfers to the City and its successors and assigns all of its right, title, interest and ownership in the Services, including, but not limited to, copyrights, trademarks, patents, trade secret rights, all intellectual property rights and the rights to secure any renewals, reissues and extensions thereof. The Consultant grants permission to the City to register the copyright and other rights in the Services in the City’s name. The Consultant shall give the City or any other person designated by the City all assistance reasonably necessary to perfect its rights under this Agreement and to sign such applications, documents, assignment forms and other papers as the City requests from time to time to further confirm this assignment. The Consultant further grants to the City full, complete and exclusive ownership of the Services. The Consultant shall not use the Services for the benefit of anyone other than the City, without the City’s prior written permission. Upon completion of the Services or other termination of this Agreement, the Consultant shall deliver to the City all copies of any and all materials relating or pertaining to this Agreement. The Consultant irrevocably and unconditionally waives all rights in all such Services products. The Consultant warrants that all work product of the Consultant will be original, except as otherwise agreed in writing with the City.

7.3. In the event that the City provides the Consultant with materials, equipment or property of any kind, all such materials, equipment and property shall remain the property of the City; and the Consultant shall immediately deliver all such materials, equipment and property to the City at the conclusion of Services hereunder or at any earlier time upon demand by the City.

The following sections are hereby added to the Agreement.

18. Insurance Requirements. The Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services by the Consultant, its agents, representatives, employees or subcontractors.

18.1. Minimum Scope of Insurance. Coverage shall be at least as broad as:

18.1.1. Commercial General Liability - Occurrence form; and

18.1.2. Automobile Liability; and

18.1.3. Professional Liability/ Errors and Omissions policy; and

18.1.4. Worker’s Compensation as required by the Labor Code of the State of Illinois and Employers’ Liability Insurance.

18.2. Minimum Limits of Insurance. Consultant shall maintain limits no less than:

18.2.1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Minimum General Aggregate shall be no less than \$1,000,000 per person per aggregate;

18.2.2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage;

18.2.3. Professional Liability: \$1,000,000 single limit for errors and omissions, professional/malpractice liability;

18.2.4. Worker's Compensation and Employers' Liability: Worker's Compensation limits as required by the Labor Code of the State of Illinois and Employers' Liability limits of \$500,000 per accident.

18.3. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City.

18.4. Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions:

18.4.1. Commercial General Liability and Automobile Liability Coverages:

18.4.1.1. The City, its officials, employees and volunteers are to be covered as insureds as respects liability arising out of Services performed by or on behalf of the Consultant as well as equipment procured, owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limits on the scope of the protection afforded to the City, its officials, employees or volunteers;

18.4.1.2. The Consultant's insurance coverage shall be primary insurance as respects the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it;

18.4.1.3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees or volunteers;

18.4.1.4. Coverage shall state that the Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

18.4.2. Worker's Compensation and Employers' Liability Coverage:

The insurer shall agree to waive all rights of subrogation against the City, its officials, employees or volunteers for losses arising from Services performed by the Consultant for the City.

18.4.3. All Coverages:

Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

18.4.4. Acceptability of Insurers:

18.4.4.1. The insurance carrier used by the Consultant shall have a minimum insurance rating of A:VII according to the AM Best Insurance Rating Schedule and licensed to do business in the State of Illinois;

18.4.4.2. The Consultant shall furnish the City with certificates of insurance naming the City, its officials, agents, employees and volunteers as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the City and are to be received and approved by the City before any Services commences. The City reserves the right to request full, certified copies of the insurance policies.

19. Certifications. This Agreement shall be accompanied by a Consultant's Certification in the form provided by the City which is hereby made a part of this Agreement as Exhibit "B" as if herein set out verbatim. The Consultant shall certify the following:

19.1. Illinois Taxes. The Consultant shall certify that, if it is a partnership, it is not, and its general partners are not, and, if it is a corporation, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are not and if it is a limited liability company, its members are not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;

19.2. Bid Rigging. The Consultant shall certify that, if it is a partnership, it has not and its general partners have not, and, if it is a corporation, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors have not been barred from contracting with a unit of state or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961;

19.3. Educational Loan. The Consultant shall certify that, if it is an individual, it is not; if it is a partnership, its general partners are not, and, if it is a corporation, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1;

19.4. Illinois Department of Employment Security Non-Delinquency. The Consultant shall certify that it is not delinquent in any obligation to the Illinois Department of Employment Security.

19.5. Drug-free Workplace. The Consultant shall certify that it will provide a drug-free workplace by:

19.5.1 Publishing a statement:

19.5.1.1. Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Consultant's workplace;

19.5.1.2. Specifying the actions that will be taken against employees for violations of such prohibition;

19.5.1.3. Notifying the employee that, as a condition of employment on such contract, the employee will:

19.5.1.3.1. Abide by the terms of the statement; and

19.5.1.3.2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

19.5.2. Establishing a drug-free awareness program to inform employees about:

19.5.2.1. The dangers of drug abuse in the workplace;

19.5.2.2. The Consultant's policy of maintaining a drug-free workplace;

19.5.2.3. Any available drug counseling, rehabilitation and employee assistance program; and

19.5.2.4. The penalties that may be imposed upon employees for drug violations;

19.5.3. Making it a requirement to give a copy of the statement required by subparagraph 9.5.1 to each employee engaged in the performance of the contract and to post the statement in a prominent place in the workplace;

19.5.4. Notifying the City within ten (10) days after receiving notice under subparagraph 9.5.1.3.2 from an employee or otherwise receiving actual notice of such conviction;

19.5.5. Imposing a sanction on or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5;

19.5.6. Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place; and

19.5.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

19.6. Equal Employment Opportunity. The Consultant shall certify that it provides equal employment opportunities in accordance with the Illinois Human Rights Act (775 ILCS 580/1 *et seq.*) and is in compliance with 775 ILCS 5/2-105(A)(4) requiring a written sexual harassment policy.

19.7. Prohibited Interest in Contract. The Consultant shall certify that:

19.7.1. No City officer, spouse or dependent child of a City officer, agent on behalf of any City officer or trust in which a City officer, the spouse or dependent child of a City officer or a beneficiary is a holder of any interest in the Consultant; or

19.7.2. No City officer, spouse or dependent child of a City officer, agent on behalf of any City officer or trust in which a City officer, the spouse or dependent child of a City officer or a beneficiary is a holder of more than one percent (1%) of the Consultant; but if any City officer, spouse or dependent child of a City officer, agent on behalf of any City officer or trust in which a City officer, the spouse or dependent child of a City officer or a beneficiary is a holder of less than one percent (1%) of such Consultant, the Consultant has disclosed to the City in writing the name(s) of the holder of such interest.

19.8. Gift Ban.

19.8.1. The Consultant shall certify that no officer or employee of the City has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Consultant in violation of Section 30.33 of the Code of Ordinances, City of Oakbrook Terrace, Illinois, adopted by the City pursuant to the requirements of the Illinois State Gift Ban Act; and

19.8.2. The Consultant shall certify that the Consultant has not given to any officer or employee of the City any gratuity, discount, entertainment, hospitality, loan, forbearance or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of Section 30.33 of the Code of Ordinances, City of Oakbrook Terrace, Illinois, adopted by the City pursuant to the requirements of the Illinois State Gift Ban Act.

19.9 Patriot Act. The Consultant shall certify that neither it nor any of its principals, shareholders, members, partners or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the Consultant and its principals,

shareholders, members, partners or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.

20. Conflicts of Interest. The Consultant has disclosed and is under a continuing obligation to disclose to the City, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or which would prohibit the Consultant from having or continuing this Agreement, including those which may conflict in any manner with any of the Consultant's obligations under this Agreement. The Consultant shall not employ any person with a conflict to perform under this Agreement. A conflict of interest exists if:

20.1. A shareholder, director, officer, member or partner of the Consultant (i) holds an elective office in City; (ii) is an appointed officer or employee of the City;

20.2. A City officer, spouse or dependent child of a City officer, agent on behalf of any City officer or trust in which a City officer, the spouse or dependent child of a City officer or a beneficiary is a holder of any interest in the Consultant; or, if the Consultant's stock is traded on a nationally recognized securities market, that no City officer, spouse or dependent child of a City officer, agent on behalf of any City officer or trust in which a City officer, the spouse or dependent child of a City officer or a beneficiary is a holder of more than one percent (1%) of the Consultant, but if any City officer, spouse or dependent child of a City officer, agent on behalf of any City officer or trust in which a City officer, the spouse or dependent child of a City officer or a beneficiary is a holder of less than one percent (1%) of the Consultant, the Consultant has disclosed to the City in writing the name(s) of the holder of such interest.

21. Solicitation of City Employees. The Consultant shall notify the City Administrator if it solicits or intends to solicit for employment any of the City's employees during any part of the procurement process or during the term of the Agreement and shall notify the Mayor if it solicits or intends to solicit for employment the City Administrator during any part of the procurement process or during the term of this Agreement.

22. Record Retention. The Consultant shall maintain its records relating to the performance of the Agreement in compliance with the requirements of the Local Records Act (50 ILCS 205/1, *et seq.*) and the Freedom of Information Act (5 ILCS 140/1, *et seq.*) until written approval for the disposal of such records is obtained from the Local Records Commission. All books and records required to be maintained by the Consultant shall be available for review and audit by the City. The Consultant shall cooperate with the City (a) with any request for public records made pursuant to the Freedom of Information Act (5 ILCS 140/1, *et seq.*), (b) with any request for public records made pursuant to any audit, and (c) by providing full access to and copying of all relevant books and records within a time period which allows the City to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1, *et seq.*). Failure by the Consultant to maintain the books, records and supporting documents required by this section or the failure by the Consultant to provide full access to and copying of all relevant books and records within a time period which allows the City to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1, *et seq.*) shall establish a presumption in favor of the City for the

recovery of any funds paid by the City under this Agreement or for the recovery for any penalties or attorney's fees imposed by the Freedom of Information Act (5 ILCS 140/1, *et seq.*). The obligations imposed by this section shall survive final payment and the termination of the other obligations imposed by this Agreement.

23. Equal Employment Opportunity.

23.1. In the event of the Consultant's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights, the Consultant may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations; and this Agreement may be canceled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Agreement, the Consultant agrees as follows:

23.1.1. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service; and, further, it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.

23.1.2. If the Consultant hires additional employees in order to perform this contract or any portion of this contract, it will determine the availability (in accordance with the Illinois Department of Human Rights Rules and Regulations) of minorities and women in the areas from which the Consultant may reasonably recruit; and the Consultant will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.

23.1.3. In all solicitations or advertisements for employees placed by the Consultant or on the Consultant's behalf, the Consultant will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service.

23.1.4. The Consultant will send to each labor organization or representative of workers with which the Consultant has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the Consultant's obligations under the Act and the Illinois Department of Human Rights Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the Consultant in the Consultant's efforts to comply with the Illinois Human Rights Act and Illinois Department of Human Rights Rules and Regulations, the Consultant will promptly notify the

Illinois Department of Human Rights; and the City and will recruit employees from other sources when necessary to fulfill its obligations under the contract.

23.1.5. The Consultant will submit reports as required by the Illinois Department of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency and in all respects comply with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.

23.1.6. The Consultant will permit access to all relevant books, records, accounts and work sites by personnel of the City and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.

23.1.7. The Consultant will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the Consultant will be liable for compliance with applicable provisions of this clause by subcontractors; and further, it will promptly notify the City and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply with the provisions. In addition, the Consultant will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

24. Prohibition of Segregated Facilities. The Consultant will not maintain or provide for its employees any segregated facilities at any of its establishments and not permit its employees to perform their services at any location, under its control, where “segregated facilities” means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin because of habit, local custom or otherwise. The Consultant shall (except where it has obtained identical certifications from proposed subcontractors and material suppliers for specific time periods) obtain certifications in compliance with this subparagraph from proposed subcontractors or material suppliers prior to the award of a subcontract or the consummation of material supply agreements, exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity Clause; and the Consultant will retain such certifications in its files.

25. Sexual Harassment Policy. The Consultant has and will have in place and will enforce a written sexual harassment policy in compliance with 775 ILCS 5/2-105(A)(4).

26. Appropriation. This Agreement shall become effective only after an appropriation therefor has been made. The term of this Agreement shall be for one year following the effective

date of the appropriation. This Agreement shall remain in full force and effect until terminated by the City or the Consultant as provided herein.

27. Suspension; Termination of Agreement.

27.1. Termination for Funding. The City's obligations hereunder shall cease immediately in any year for which the city council of the City or other legally applicable funding source fails to make an appropriation sufficient to provide for the City's performance of its obligations under this Agreement. The City shall give the Consultant notice of such termination for funding as soon as practicable after the City becomes aware of the failure of funding.

27.2. Termination for Cause. This Agreement additionally may be terminated by the either Party upon written notice to the other Party, upon the occurrence of any one or more of the following events, without prejudice to any other right or remedy:

27.2.1. If the Consultant commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereinafter in effect, or if the Consultant takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to bankruptcy or insolvency;

27.2.2. If a petition is filed against the Consultant under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against the Consultant under any other federal or state law in effect at the time relating to bankruptcy or insolvency;

27.2.3. If the Consultant makes a general assignment for the benefit of creditors;

27.2.4. If a trustee, receiver, custodian or agent of the Consultant is appointed under applicable law or under contract, whose appointment or authority to take charge of property of the Consultant is for the purpose of enforcing a lien against such property or for the purpose of general administration of such property for the benefit of the Consultant's creditors;

27.2.5. If the Consultant admits in writing an inability to pay its debts generally as they become due; or

27.2.6. If either party commits a material breach of this Agreement and doesn't cure such material breach after fifteen days' notice of such breach.

27.3. Suspension or Termination for Public Convenience. The City may, by written order, suspend or terminate the Agreement or any portion thereof after determining that for reasons beyond either the City's or Consultant's control, the Consultant is prevented from proceeding with or completing the Services as originally contracted and that suspension or termination would, therefore, be in the public interest. Such reasons for suspension or termination may include, but need not be necessarily limited to, Executive Orders of the

Governor or President relating to an epidemic, pandemic or other public health occurrence, prosecution of war or national defense, state or national emergency which creates a serious shortage of equipment or materials, orders from duly constituted authorities relating to energy conservation and restraining orders or injunctions obtained by third-party citizen action resulting from national or local environmental protection laws or where the issuance of such order or injunction is primarily caused by acts or omissions of persons or agencies other than the Consultant. When the Agreement, or any portion thereof, is definitely terminated or canceled and the Consultant released before all items of Services included in the Agreement have been completed, payment will be made for the actual Services performed through the date of termination. No claims for loss of anticipated profits shall be considered.

27.4. Termination without Cause. Notwithstanding any provision contained herein to the contrary, either party may terminate this Agreement at any time by written notice; provided however, that the Consultant shall give thirty (30) days' prior written notice to the City before terminating this Agreement. Upon any termination of this Agreement, all data, work product, reports and documents produced under this Agreement and paid for by the City shall become the property of the City and shall be delivered to the City within fourteen (14) days after such termination.

28. Assignment and Subletting of Agreement. This Agreement shall be deemed to be exclusive between City and the Consultant. This Agreement shall not be assigned or sublet by a party without first obtaining permission in writing from the other party. The City may refuse to accept any substitute Consultant or subcontractor for any reason.

29. Indemnification. The Consultant shall defend, indemnify and hold harmless the City, its officials, employees and volunteers against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, costs and expenses, which may in any way accrue against the City, its officials, employees and volunteers, arising in whole or in part in consequence of the negligent or willful misconduct in performance of the Services by Consultant, its employees or subcontractors, or which may in any way result therefrom, except that arising out of the negligence or willful act of the City, its officials, employees and volunteers.

30. Notices. All notices hereunder must be in writing and shall be delivered by any of the following means: (i) personally; (ii) by registered or certified mail, postage prepaid; (iii) by overnight courier (fare prepaid); (iv) by facsimile; or (v) by electronic mail with receipt requested. Notice will be deemed received the same day (when delivered personally, by facsimile or electronic mail), five (5) days after mailing (when sent by registered or certified mail), or the next business day (when delivered by overnight courier and properly addressed as follows:

20.1. If to the City:

City of Oakbrook Terrace
17W275 Butterfield Road
Oakbrook Terrace, Illinois 60181
Attn: James D. Ritz, City Administrator
Email: jritz@oakbrookterrace.net

With a copy to:

Richard J. Ramello, Corporation Counsel
Storino, Ramello & Durkin'
9501 Technology Boulevard
Suite 4200
Rosemont, Illinois 60018
Email: rramello@srd-law.com

20.2. If to Consultant:

Clarity One Solutions LLC
3005 Fawn Trail
Crystal Lake, Illinois 60039
Attention: Thomas Kotlowski
Email: tkotlowski@clarityonesolutions.com

20.3. Either party may change its mailing address by giving written notice to the other party as provided above. Whenever this Agreement requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this section.

31. Entire Agreement. This Agreement, including the Consultant's Certification, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. This Agreement may only be amended or a provision hereof waived by the parties by written instrument executed by authorized signatories of the City and the Consultant.

32. Severability. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or such other documents, or the applications of such term, covenant or condition, to persons or circumstances other than those as to which it be held invalid or unenforceable shall not be affected thereby; and each term, covenant or condition of this Agreement or such other document shall be valid and shall be enforced to the fullest extent permitted by law.

33. Compliance with Laws. The Consultant shall at all times observe and comply with all federal, state and local laws, ordinances and regulations which in any manner affect the performance of the Services and all such orders or enactments as exist at the present and which may be enacted later of legislative bodies or tribunals having legal jurisdiction or which may have effect over the Services. The Consultant shall indemnify and save harmless the City and all of its officers, agents, employees and servants against any claim or liability arising from or based on the violation of such law, ordinance, regulation, order or enactment.

34. Personal Liability of Public Officials. In carrying out any of the provisions of this Agreement or in exercising any power or authority granted to the public officials or employees of the City, there shall be no personal liability imposed upon those public officials or employees, it being understood in such matters they act as agents and representatives of the City. By entering

into this Agreement with the City, the Consultant covenants and agrees that it shall neither commence nor prosecute any action or suit whatsoever against the officers or employees of the City for any action or omission done or not done in the course of their administration of this Agreement. The Consultant agrees to pay all attorneys' fees and all costs incurred by the City, its officers and employees on account of action or suit in violation of this section.

35. Applicable State Law. This Agreement shall be construed under and governed by the laws of the State of Illinois; and all actions brought to enforce any item of this Agreement shall be so brought in the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois.

36. Authorization. Each party warrants to the other party that it is authorized to execute, deliver and perform this Agreement. Each party warrants to the other party that the execution, delivery and performance of this Agreement does not constitute a breach or violation of any agreement, undertaking, law or ordinance by which that party is bound. Each individual signing this Agreement on behalf of a party warrants to the other that such individual is authorized to execute this Agreement in the name of the party on whose behalf he or she executes it. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original, and all of which shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed by their duly authorized officers as of the date first set forth above.

City:

City of Oakbrook Terrace, Illinois

By: _____
Paul Esposito, Mayor

ATTEST:

By: _____
Michael Shadley, City Clerk

Consultant:

Clarity One Solutions LLC

By: _____
Thomas Kotlowski, Manager

EXHIBIT "A"



**Oak Brook Terrace
Police Department**
Metropolitan Alliance of Police Members

VOTE OF NO CONFIDENCE

Mayor Esposito, City Administrator Ritz, and City Council Members,

The Metropolitan Alliance of Police has been asked to present the attached Vote of No Confidence conducted by the sworn members of your department. The vote is signed by 13 of the 14 non-probationary members of your police department. Probationary officers were not given the opportunity to sign out of fear that they would be terminated. The document addresses some of the many issues leading your sworn members to have a no confidence vote in Chief Calvello and Deputy Chief David Clark's ability to lead the agency. A vote of no confidence is a drastic decision and not done lightly. Your sworn members sign this document knowing full well that they could be retaliated against by Chief Calvello and Deputy Chief Clark.



Oak Brook Terrace Police Department

Metropolitan Alliance of Police Members

VOTE OF NO CONFIDENCE

To the Mayor, City Council, Staff, and Residents,

We, the Oakbrook Terrace Metropolitan Alliance of Police (MAP) Chapter 519, acting in our Union capacity, write this letter to inform you that after a membership vote, we have concluded that a vast majority of our members, who are unafraid to say so, have lost all faith and trust in Police Chief Casey Calvello and Deputy Chief David Clark and cast a vote of no confidence in their leadership. Please become involved in an increasingly dire situation in your Police Department, we need your help so that we may serve the citizens of our community effectively and without fear of retaliation or reprisal.

Chief Calvello and Deputy Chief Clark's leadership has created a toxic, hostile, and unhealthy work environment with a record-low officer retention rate since 2007. Let us be clear: since 2007, almost every new hire has left this Police Department. The most recent officer sent to the Police Academy with more than 3 years of service time with the Department is a senior Officer with 17 years of experience and was hired in 2007 before Chief Calvello and Deputy Chief Clark's tenure. In the last 18 months, four officers, or over 30% of our patrol division, have left the Department to work at other agencies. This is because of better economic opportunities and the current unsustainable work environment. For example, the most recent officer left due to the lack of personnel, and turnover was stated as just one of the reasons: "Overtime, overtime, overtime. Unfortunately, since I have been a part of this department, it lacks structure and operational efficiency, with no consideration of officers, their personal lives, their health, sleep schedules, or mental exhaustion." This is just one of the common themes.

Chief Calvello and Deputy Chief Clark's lack of communication and unwillingness to work with the Union regarding scheduling and staffing have exposed Officers to egregious forced overtime to cover vacancies in the scheduling. For example, in the most recent four-week schedule alone, there are 42 – 8-hour overtime shifts, or 336 hours of overtime, to be covered by the already stretched-thin ranks. This forced overtime is not only dangerous for the officer's well-being but also puts the general public at risk as well. It is unsustainable. Additionally, the administration has taken no meaningful action to address these shortages. Also, although Chief Calvello and Deputy Chief Clark are sworn officers, neither has adjusted their working hours to help with the massive amount of overtime or worked any shifts to assist patrol. While officers regularly work 50 to 60-hour weeks and 12 or 16-hour shifts with little to no sleep, it appears that command staff barely manages to work forty-hour weeks. The Union cannot overstate how devastating it is that the City cannot recruit and retain quality officers. While police administration may try to tell you that all agencies face the same or similar problems, this is not true. Other agencies have worked with their Union partners to understand market conditions and to implement long-term solutions creatively. This command staff does not have that skill and ability. The impact of not having sufficient manpower leads to officers being overworked and overtired, which leads to increased officer injuries, increased use of sick time, increased overtime liability, and reduced morale and productivity. People are miserable and do not want to be here.

Under Chief Calvello's and Deputy Chief Clark's leadership, one of our members is currently experiencing a mental health crisis and has since stopped working and is applying for disability. Another example of the administration's lack of empathy or compassion is when that employee did not have enough sick time to cover his absence, members of this department volunteered to donate their own sick time so that he could be paid. The City approved the initial request, but it was ultimately denied by Chief Calvello and Deputy Chief Clark, who claimed it was a contractual issue. This was just a pretextual issue to deny because this Chief and this Deputy do not like this officer personally.

Additionally, that same employee, still bound by the policy, requested approval to work secondary employment through his immediate supervisor to help support his family. The Union understands that Deputy Chief Clark ignored the email, never even bothering to respond. Furthermore, when the Union filed an Unfair Labor Practice complaint against the Command Staff, the Command Staff retaliated against that member.

In another example, a different officer tried discussing the poor working environment with Chief Calvello, with the Chief quoted as saying, in all seriousness, "Work is more important than your family." And let us not forget about the 15-year veteran, Officer Johnson, the only officer in our agency who has ever been to the police academy twice and was terminated twice. This administration has made it their mission to get rid of this officer, spending countless hours and, at a minimum, tens of thousands of dollars trying to do it. Interestingly enough, Officer Johnson had served as a union steward and had filed an unfair labor practice against Chief Calvello, alleging retaliation, and currently has an open EEOC civil lawsuit against the city, which has the potential to cost the City enormous sums of money. The Union was also told that both Chief Calvello and Deputy Chief Clark have been avoiding service of a civil subpoena to prolong the process, which by definition is the criminal offense of obstructing service of process, which by the Illinois Law Enforcement Training and Standards Board is listed as a de-certifying offense. We implore the City to look into this to determine its veracity.

The officers who are still here continue to do an excellent job. However, Chief Calvello and Deputy Chief Clark fail to recognize their hard work and accomplishments. In the last several years, despite numerous requests from department supervisors, no officers have been formally recognized with an award or commendation. On the contrary, as you know, there have been recent allegations that Deputy Chief Clark has engaged in misconduct, specifically untruthful and retaliatory actions. Some of the allegations, if determined to be accurate, may be egregious enough to constitute a felonious act of official misconduct. However, this is not the first time this administration has been accused of retaliatory behavior; an unfair labor practice was brought against them in 2018 under Mayor Anthony Ragucci's tenure. This brings us to our next point: even though former Mayor Anthony Ragucci has pled guilty to the felonies of wire fraud and tax evasion for taking \$88,000 in kickbacks from the red light camera company, both Chief Calvello and Deputy Chief Clark have been seen on multiple occasions associating with Mr. Ragucci which is explicitly against a department policy. Rules and Regulation Section 2.1.44 states in part that it is prohibited to associate with "persons who have been convicted of a felony within the last five years or have an open and notorious reputation in the community for felonious activity." Why do Chief Calvello and Deputy Chief Clark continue associating themselves with a convicted felon when it is against departmental policy and gives the perception of moral turpitude?

Multiple officers have alleged that Chief Calvello and Deputy Chief Clark engaged in untruthful and retaliatory acts and have been retaliated against. The department's recruitment and retention levels will take years to recover; they are destroyed. They have zero compassion and empathy for the officers who have stayed with the department. They lack the ability or respect to lead. They continue to associate with individuals who have admitted to engaging in illegal acts while representing the City, further tarnishing our reputation and integrity. Most damaging, however, are the day-to-day matters that, while individually may appear too trivial to report, as a whole, add up to a horrible working environment. Your Police Department Command Staff is rude, sarcastic, discourteous, plays favorites, and retaliates under the guise of "management rights." This happens in your Police Department daily.

We need your help. Never before have the Union members of this Police Department openly written a letter like this. We did not want to do this; we do not want to do this again in the future. All other options have been exhausted. If we continue down this path, the Union is concerned we may never recover. Please make no mistake: The men and women of the Department and this Union are proud and honored to serve the City of Oakbrook Terrace; we became Police Officers for a reason. We will always help our residents and stand ready to serve and protect them and you. However, we are asking for your help. Please respond to our call and investigate Chief Calvello and Deputy Chief Clark. If you do not believe us, we implore you to hire an independent, legitimate 3rd party agency to investigate the patterns and practices of your Police Department; what you find will be disturbing and shocking.

Sincerely,

The following members of MAP Chapter 519
acting in their Union Capacity

I have read the contents of this letter and cast a vote of no confidence in Chief Casey Calvello and Deputy Chief David Clark's leadership.

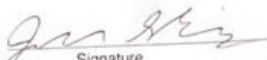
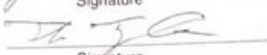
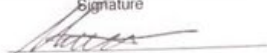
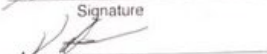
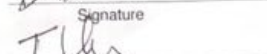
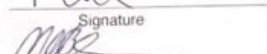
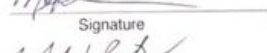
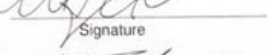


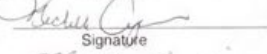
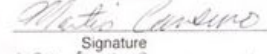

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Exhibit “B”

Consultant’s Certification - Addendum to the Investigative Service Agreement

1267894.1

Addendum to the Investigative Service Agreement
Page 21 of 21

EXHIBIT “C”
CONSULTANT’S CERTIFICATION

DRAFT

CONSULTANT'S CERTIFICATION

The assurances hereinafter made by Thomas Kotlowski, Manager of Clarity One Solutions LLC (the "Consultant") are each a material representation of fact upon which reliance is placed by the City of Oakbrook Terrace, Illinois (the "City"), in entering into the Consultant Services Agreement (the "Agreement") with the Consultant. The City of Oakbrook Terrace, Illinois, may terminate the Agreement if it is later determined that the Consultant rendered a false or erroneous assurance.

I, Thomas Kotlowski, hereby certify that I am the Manager of the Consultant and as such, hereby represent and warrant to the City of Oakbrook Terrace, Illinois, a municipal corporation, that the Consultant and its members holding more than five percent (5%) of the outstanding interest in the Consultant, its officers and managers are:

1. Not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
2. Not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or 33E-4 (bid-rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4); and
3. Not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1.

In addition, the Consultant hereby represents and warrants to the City of Oakbrook Terrace, Illinois, that:

1. The Consultant, pursuant to 30 ILCS 580/1, *et seq.* ("Drug-Free Workplace Act"), will provide a drug-free workplace by:
 - (1) Publishing a statement:
 - a. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the Consultant's workplace;
 - b. Specifying the actions that will be taken against employees for violations of such prohibition;
 - c. Notifying the employee that, as a condition of employment on such Agreement the employee will;
 - i. Abide by the terms of the statement;
 - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
 - (2) Establishing a drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace;

- b. The Consultant's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation and employee assistance program; and
 - d. The penalties that may be imposed upon employees for drug violations;
- (3) Making it a requirement to give a copy of the statement required by Subsection 1.(1) to each employee engaged in the performance of the Agreement, and to post the statement in a prominent place in the workplace;
 - (4) Notifying the City within ten (10) days after receiving notice under paragraph 1.(1)c.ii. from an employee or otherwise receiving actual notice of such conviction;
 - (5) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5;
 - (6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place;
 - (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section;
- 2. The Consultant has not excluded and will not exclude from participation in, denied the benefits of, subjected to discrimination under, or denied employment to any person in connection with any activity funded under the Agreement on the basis of race, color, age, religion, national origin, disability or sex;
 - 3. No City officer, spouse or dependent child of a City officer, agent on behalf of any City officer or trust in which a City officer, the spouse or dependent child of a City officer or a beneficiary is a holder of any interest in the Consultant; or, if the Consultant's stock is traded on a nationally recognized securities market, no City officer, spouse or dependent child of a City officer, agent on behalf of any City officer or trust in which a City officer, the spouse or dependent child of a City officer or a beneficiary is a holder of more than one percent (1%) of the Consultant; but if any City officer, spouse or dependent child of a City officer, agent on behalf of any City officer or trust in which a City officer, the spouse or dependent child of a City officer or a beneficiary is a holder of less than one percent (1%) of such Consultant, the Consultant has disclosed to the City in writing the name(s) of the holder of such interest;
 - 4. No officer or employee and no spouse or immediate family member living with any officer or employee of the City has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and

honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Consultant in violation of Section 30.33 of the Code of Oakbrook Terrace Illinois;

5. The Consultant has not given to any officer, employee, spouse or immediate family member living with any officer or employee of the City any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of Section 30.33 of the Code of Oakbrook Terrace Illinois.
6. Neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the Consultant and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.

If any certification made by the Consultant changes, the Consultant shall notify the City of Oakbrook Terrace, Illinois, in writing within seven (7) days.

Dated: March ____, 2025

Consultant: Clarity One Solutions LLC

By: _____
Thomas Kotlowski, Manager

STATE OF ILLINOIS)
) ss.
COUNTY OF DUPAGE)

I, the undersigned, a notary public in and for the state and county aforesaid, hereby certify that Thomas Kotlowski, known to me to be the Manager of Clarity One Solutions LLC appeared before me this day in person and, being first duly sworn on oath, acknowledged that he executed the foregoing certification as his free act and deed.

Dated: March ____, 2025

Notary Public



Interdepartmental Memo

To: Mayor and City Council
Jim Ritz, City Administrator

From: Melissa Headley, AICP
Director of Community Development

Re: Fee Waiver Request – Oakbrook Terrace Park District
City Council Meeting: April 8, 2025

Date: April 3, 2025

REQUEST:

Mayor and City Council to review the letter prepared by Oakbrook Terrace Park District Executive Director Shannon Elsey.

BACKGROUND:

The Oakbrook Terrace Park District is planning some improvements at the Lake View Nature Center (17W063 Hodges Rd). They are preparing to replace the siding, soffit, fascia, and gutters at the Center.

Pursuant to Section 154.11 of the City Code, the Park District is requesting that their building permit fees be waived. Cost of construction for this project is estimated to be \$22,000. The fee would be \$220. Please see attached letter from Oakbrook Terrace Park District Executive Director Shannon Elsey.

Attachments: Section 154.11 of the City Code
Letter prepared Oakbrook Terrace Park Dist. Executive Director Shannon Elsey

154.11 WAIVER OF FEE AND DEPOSITS.

Notwithstanding anything else to the contrary contained in this code, or any other code or ordinance of the city, the City Council, may, in its discretion, waive any fees and deposits that are established in this chapter in the following circumstances:

- (A) For the benefit of any governmental entity, except for deposits made to reimburse the city for the costs of professional, architectural, planning, engineering and legal services and fees used to pay the city's out-of-pocket costs, including, but not limited to publication costs and fees for the services of a court reporter.
- (B) For the benefit of a resident seeking a building permit or zoning relief, if such resident can show that the proposed improvement is necessary to serve the needs of the resident or a person in the resident's family, as defined in the city's zoning code, who is physically or mentally disabled or incapacitated, as evidenced by a sworn statement from a treating physician or other state-certified health care provider; on a form to be developed by the City Attorney and provided by the Community Development Department, except for deposits made to reimburse the city for the costs of professional, architectural, planning, engineering and legal services and fees used to pay the city's out-of-pocket costs, including, but not limited to publication costs and fees for the services of a court reporter.
- (C) If the need for any zoning relief is caused by a State of Illinois, DuPage County, or city roadway project, and the impact of such roadway project on buildings, structures or driveways located on properties adjacent thereto except for deposits made to reimburse the city for the costs of professional, architectural, planning, engineering and legal services and fees used to pay the city's out-of-pocket costs, including, but not limited to publication costs and fees for the services of a court reporter.
- (D) If the City Council approves the waiver of any or all fees or deposits based upon a determination that such waiver is in the public interest.



March 17, 2025

Dear Mayor Esposito and City Council,

The Oakbrook Terrace Park District would like to request a fee waiver for permit fees associated with the replacement of the siding, soffit, fascia, and gutters at the Lake View Nature Center. The Nature Center is located at 17W063 Hodges Rd. in Oakbrook Terrace, and construction on the project is slated to begin in April 2025. The current wood siding has rot/gaping holes in multiple places, and the gutters on the northwest corner have damage. In addition to improving the structural integrity of the building, these exterior upgrades will improve the overall aesthetics of the space within Terrace View Park. We appreciate your consideration regarding this request.

If you have any questions concerning the project or the request, please do not hesitate to reach out: (630) 627-6100 or shannon@obtpd.org. Thank you!

Sincerely,

A handwritten signature in black ink, appearing to read "Shannon Elsey", with a stylized flourish at the end.

Shannon Elsey
Executive Director
Oakbrook Terrace Park District

ORDINANCE NO. 25-

AN ORDINANCE TO APPROVE AND AUTHORIZE THE EXECUTION OF A LEGAL SERVICES PAYMENT AGREEMENT BY AND BETWEEN EKL, WILLIAMS & PROVENZALE, LLC AND THE CITY OF OAKBROOK TERRACE, ILLINOIS

WHEREAS, the City of Oakbrook Terrace (the “City”) is a home-rule unit of local government under Article VII, Section 6 of the 1970 Illinois Constitution and, except as limited by such section, it may exercise any power and perform any function pertaining to its government and affairs;

WHEREAS, on February 25, 2025, the Oakbrook Terrace Metropolitan Alliance of Police (MAP) Chapter 519, acting in its union capacity, presented to the City Council a “Vote of No Confidence Letter” containing certain allegations regarding the management of the City’s Police Department by the City’s Chief of Police, Casey Calvello, and the Deputy Chief of Police, David Clark (the “Vote of No Confidence Letter”);

WHEREAS, on February 26, 2025, the City’s Chief of Police and the Deputy Chief of Police were placed on administrative leave pending an investigation into certain allegations regarding the management of the City’s Police Department contained in the Vote of No Confidence Letter (the “Investigation”);

WHEREAS, Section 2-302 of the Local Governmental and Governmental Employees Tort Immunity Act authorizes the City to indemnify a City employee for, among other costs, his or her reasonable attorney’s fees incurred in the defense of a claim instituted against a City employee based on an injury allegedly arising out of an act or omission occurring within the scope of his or her employment as such employee should he or she so elect. (*See* 745 ILCS 10/2-302.);

WHEREAS, Section 32.005 of the Code of Oakbrook Terrace, Illinois, entitled “Indemnification” provides:

(A) To the fullest extent permitted by the Constitution of the State and applicable law, including ILCS Ch. 745, Act 10, §§ 2-302 and 9-102, any officer or employee of the city, including members of any boards or commissions thereof, shall be indemnified, defended, held harmless by the city from and against all liabilities for compensatory damages, expenses of investigation, judgments and amounts paid in settlement which may be imposed upon or reasonably incurred or paid by such officer or employee in connection with or resulting from any claim made, or any action, suit, proceeding or investigation in which such officer or employee may be involved, and which allegedly arose out of an act or omission occurring within the scope of employment or official duties as such officer or employee, whether or not such officer or employee holds such position at the time of such claim, action, suit proceeding or investigation, provided, however, that such indemnification may be provided by the joint self-insurance pool in which the city is a member, or by a commercial insurance company from which the city has purchased a policy providing for such coverage, in which case the city shall not be obligated to provide additional indemnity or defense, and further provided that the foregoing indemnity shall not extend to any of the following:

(1) Any liability or cost with respect to any matter as to which such officer or employee is finally adjudged to be guilty of bad faith, or actual malice, or willful and wanton misconduct in the performance of the duties as such officer or employee, such activity being outside the scope of employment or official duties;

(2) Any payment, expense or cost arising out of a settlement of any claim, action, suit or proceeding, unless:

(a) Settlement shall be approved by the court having jurisdiction over such claim, action, suit or proceeding, with express knowledge of the existence of the indemnification provided hereby; or

(b) Such settlement shall have been made upon the written opinion of the City Attorney to the effect that there is no reasonable ground for any finding of bad faith, actual malice, willful and wanton misconduct or other acts outside the scope of official duties or employment on the part of such officer or employee that proximately caused the damage complained of;

(3) Any liability judgment or amount paid in settlement in connection with or resulting from any claim, action, suit, or proceeding in which such officer or employee and the city itself or officers of the city acting in their governmental capacities are adverse parties; or

(4) The cost of independent legal representation in any such action, suit or proceeding, if the city offers to provide a legal defense by an attorney or attorneys chosen by the city, by the city's joint self-insurance pool, or by the city's commercial insurance company, with respect to such claim, action, suit, proceeding or investigation.

(B) The rights of indemnification as provided in this section shall be in addition to any other rights to which such officer or employee may otherwise be entitled as a matter of law.

(C) Indemnification shall be provided by the city to police officers as provided by applicable law, including ILCS Ch. 65, Act 5, § 1-4-6;

WHEREAS, the City's corporation counsel, Storino, Ramello & Durkin, is representing the City and would have a conflict of interest also representing the City's Chief of Police and the Deputy Chief of Police in the Investigation;

WHEREAS, pursuant to Section 32.005(A) of the Code of Oakbrook Terrace, Illinois, the City's Chief of Police and the Deputy Chief of Police are entitled to retain counsel to represent them in the Investigation, and the City is to pay the reasonable attorney's fees and expenses of the attorney selected;

WHEREAS, the City's Chief of Police and the Deputy Chief of Police have each selected Ekl, Williams & Provenzale, LLC to represent them in the Investigation; and

WHEREAS, Section 30.70(a)(1) of the Code of Oakbrook Terrace, Illinois, requires that the requirements to be met and the means and methods to be used in procuring professional services be determined by the City Administrator with the concurrence of the City Council;

WHEREAS, the City Administrator has determined the requirements to be met and the means and methods to be used in procuring the Consultant's services which determination is attached hereto marked as Exhibit "A" and made a part hereof.

WHEREAS, the corporate authorities of the City deem it desirable and in the best interest of the City to enter into a Legal Services Payment Agreement with Ekl, Williams & Provenzale, LLC, the attorney for the City's Chief of Police and the Deputy Chief of Police, to provide for the terms and conditions of the payment of the attorney to represent them in the Investigation;

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Oakbrook Terrace, DuPage County, Illinois, as follows:

Section 1: The facts and statements contained in the preamble to this ordinance are found to be true and correct and are hereby adopted as part of this ordinance.

Section 2: It is hereby determined that it is advisable, necessary and in the public interest that the City enter into a Legal Services Payment Agreement with Ekl, Williams & Provenzale, LLC, the attorney for the City's Chief of Police and the Deputy Chief of Police, to provide for the terms and conditions of the payment of the attorney to represent them in the Investigation.

Section 3: The Mayor shall be and is hereby authorized and directed to execute and the City Clerk shall be and is hereby authorized to attest on behalf of the City the Legal Services Payment Agreement with Ekl, Williams & Provenzale, LLC, the attorney for the City's Chief of Police and the Deputy Chief of Police, to provide for the terms and conditions of the payment of the attorney to represent them, in the Investigation, a copy of which is attached hereto marked as Exhibit "B."

Section 4: This ordinance shall take effect upon its passage, approval and publication in pamphlet form.

ADOPTED this 22nd day of April 2025, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 22nd day of April 2025.

Paul Esposito, Mayor of the

City of Oakbrook Terrace, DuPage County, Illinois

ATTESTED and filed in my office,
this 22nd day of April.

Michael Shadley, Clerk of the
City of Oakbrook Terrace, DuPage County, Illinois

EXHIBIT “A”

DETERMINATION OF THE CITY ADMINISTRATOR

I hereby determine that the requirements to be met by Ekl, Williams & Provenzale, LLC are contained in the Legal Services Payment Agreement, a copy of which is attached hereto marked as Exhibit “B” and made a part hereof and the Attorney’s Certification, a copy of which is attached hereto marked as Exhibit “A” to the Legal Services Payment Agreement. The means and methods to be used in procuring Ekl, Williams & Provenzale, LLC’s services are hereby determined to be by the submission of a Legal Services Payment Agreement to and execution thereof by Ekl, Williams & Provenzale, LLC.

By: _____
James D. Ritz, City Administrator

EXHIBIT “B”
LEGAL SERVICES PAYMENT AGREEMENT

DRAFT

RESOLUTION NO. 25 -

**A RESOLUTION RESERVING AND AUTHORIZING THE TRANSFER OF VOLUME
CAP IN CONNECTION WITH PRIVATE ACTIVITY BOND ISSUES AND RELATED
MATTERS FOR CALENDAR YEAR 2025 BY THE
CITY OF OAKBROOK TERRACE, ILLINOIS**

WHEREAS, the City of Oakbrook Terrace (the “City”) is a home-rule unit of local government under Article VII, Section 6 of the 1970 Illinois Constitution and, except as limited by such section, it may exercise any power and perform any function pertaining to its government and affairs;

WHEREAS, Section 146 of the Internal Revenue Code of 1986, as amended (the “Code”), provides that the City has volume cap equal to \$130.00 per resident of the City in each calendar year, which volume cap may be reserved and allocated to certain tax-exempt private activity bonds;

WHEREAS, the Illinois Private Activity Bond Allocation Act, 30 ILCS 345/1 *et seq.*, as supplemented and amended (the “Act”), provides that a home-rule unit of government may transfer its allocation of volume cap to any other home-rule unit of government, any non-home-rule unit of government, the State of Illinois or any agency thereof; and

WHEREAS, in the opinion of a majority of the corporate authorities of the City, it is advisable, necessary and in the public interest that the City reserve all of its volume cap allocation for calendar year 2025 to be applied toward the issuance of private activity bonds (the “Bonds”) as provided in this resolution, or to be transferred, as permitted by this resolution;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Oakbrook Terrace, DuPage County, Illinois, as follows:

Section 1: The facts and statements contained in the preambles to this resolution are found to be true and correct and are hereby adopted as part of this resolution.

Section 2: Pursuant to Section 146 of the Code and the Act, the entire volume cap of the City for calendar year 2025 is hereby reserved by the City, which may issue the Bonds using such volume cap, or without any further action required on the part of the corporate authorities of the City, may transfer such volume cap to a home-rule unit of government, non-home-rule unit of government, the State of Illinois or any agency thereof for the issuance of private activity bonds by such governmental entity; and the adoption of this resolution shall be deemed to be an allocation of such volume cap to the issuance of the Bonds or authorization of the transfer of such volume cap for use in the issuance of such other bonds, provided, that any such transfer shall be evidenced by a written instrument executed by the Mayor or City Administrator or any other proper officer or employee of the City.

Section 3: The City shall maintain a written record of this resolution in its records during the term that the Bonds or any other such bonds to which such volume cap is allocated remain outstanding.

Section 4: The Mayor, the City Clerk, the Finance Director, the City Administrator and all other proper officers, officials, agents and employees of the City are hereby authorized,

empowered and directed to do all such acts and things and to execute all such documents and certificates as may be necessary to further the purposes and intent of this resolution and to comply with the provisions of the Act with respect to transfers of the City's volume cap.

Section 5: The Finance Director is hereby authorized and directed to complete a Report of Allocation Granted by Home-Rule Units substantially in the form attached hereto marked as Exhibit "A" and to cause it along with a certified copy of this resolution to be delivered to:

Office of the Governor
Governor's Office of Management and Budget
555 W Monroe Street - Suite 1500 S GOMB
Chicago, Illinois 60661
Attn: Sophia Ronis, Debt Management Unit

on or before May 10, 2025.

Section 6: The provisions of this resolution are hereby declared to be separable, and if any section, phrase or provision of this resolution shall for any reason be declared to be invalid, such declaration shall not affect the remainder of the sections, phrases and provisions of this resolution.

Section 7: This resolution shall be in full force and effect upon its passage and approval in accordance with law.

ADOPTED this 22nd day of April 2025, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 22nd day of April 2025.

Paul Esposito, Mayor of the City of
Oakbrook Terrace, DuPage County, Illinois

ATTESTED and filed in my office,
this 22nd day of April 2025.

Michael Shadley, Clerk of the of the City
of Oakbrook Terrace, DuPage County, Illinois

EXHIBIT A

(City Letterhead)

**REPORT OF ALLOCATION GRANTED
BY HOME-RULE UNITS**

(Date) [*Due Thursday, May 10, 2025*]

Office of the Governor
Governor's Office of Management and Budget
555 W Monroe Street - Suite 1500 S GOMB
Chicago, IL. 60661
Attn: Sophia Ronis, Debt Management Unit

Re: Issuer: City of Oakbrook Terrace, Illinois
Total 2025 Volume Cap Allocation: \$349,700

Volume Cap allocations granted, transferred or reserved by Issuer resolution prior to May 1, 2025:

Principal Amount of Issue: \$349,700
Bond Description: Private Activity Bond

A certified copy of allocation resolution is attached.

Total Allocation Granted or Reallocated: \$349,700.

Sincerely,
City of Oakbrook Terrace, Illinois

Tanya Walker, MAcc
Finance Director/Treasurer
Phone: (630) 941-8300 ext 215
E-Mail: twalker@oakbrookterrace.net

CITY OF OAKBROOK TERRACE)
COUNTY OF DUPAGE) ss.
STATE OF ILLINOIS)

CERTIFICATION OF RESOLUTION

I, Michael Shadley, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of Oakbrook Terrace, DuPage County, Illinois (the “City”), and that as such official, I am the keeper of the records and files of the City Council of the City (the “Corporate Authorities”).

I do further certify that the foregoing is a full, true and complete copy of Resolution No. 25 -
_____ entitled:

*A Resolution Reserving and Authorizing the Transfer of Volume Cap in Connection with Private
Activity Bond Issues and Related Matters for Calendar Year 2025 by the
City of Oakbrook Terrace, Illinois*

A true, correct and complete copy of said resolution was passed and approved at a meeting of the Corporate Authorities held on the 22nd day of April 2025.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the City this 22nd day of April 2025.

Michael Shadley, Clerk
City of Oakbrook Terrace, Illinois

[SEAL]

CITY OF OAKBROOK TERRACE, ILLINOIS

OATH OF OFFICE

I, Michael Sarallo, do solemnly swear that I will support the Constitution of the United States, the Constitution of the State of Illinois and that I will faithfully discharge the duties of Alderperson of Ward 2 of the City of Oakbrook Terrace, Illinois according to the best of my ability.

Michael Sarallo

Administered by Paul Esposito, Mayor of the City of Oakbrook Terrace, DuPage County, Illinois and sworn at the City of Oakbrook Terrace, DuPage County, Illinois, this 8th day of April 2025.

Filed in my office this 8th day of April 2025.

Michael Shadley, Clerk of the City of
Oakbrook Terrace, DuPage County, Illinois

STATE OF ILLINOIS)
COUNTY OF DUPAGE) ss.
CITY OF OAKBROOK TERRACE, ILLINOIS)

**CERTIFICATE OF APPOINTMENT
TO THE OFFICE OF ALDERPERSON OF WARD 2
OF THE CITY OF OAKBROOK TERRACE, ILLINOIS**

TO: Michael Shadley, Clerk of the City Oakbrook Terrace, DuPage County, Illinois

I, Paul Esposito, Mayor of the City of Oakbrook Terrace, DuPage County, Illinois, do hereby certify that Michael Sarallo has been duly appointed by me with the advice and consent of the City Council on the 8th day of April 2025 to the office of Alderperson of Ward 2 of the City of Oakbrook Terrace, Illinois, for the remainder of the term of the vacant office of Alderperson of Ward 2 of the City of Oakbrook Terrace and until his successor shall have been duly elected and qualified.

Given under my hand and the Corporate Seal of Oakbrook Terrace, Illinois, this 8th day of April 2025.

Paul Esposito, Mayor of the
City of Oakbrook Terrace, Illinois

STATE OF ILLINOIS)
COUNTY OF DUPAGE) ss.
CITY OF OAKBROOK TERRACE, ILLINOIS)