

# City of Oakbrook Terrace

*City Hall  
17W275 Butterfield Rd.  
Oakbrook Terrace, IL 60181  
[www.oakbrookterrace.net](http://www.oakbrookterrace.net)*



## **City Council Regular Meeting Agenda**

**Tuesday, June 10, 2025 at 7:00 PM**

**Council Chambers - City Hall - 17W261 Butterfield Road**



## CITY COUNCIL REGULAR MEETING AGENDA

Tuesday, June 10, 2025 at 7:00 PM

Council Chambers - City Hall - 17W261 Butterfield Road

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**Mayor Paul Esposito**

**City Council Members:** City Clerk Michael Shadley

**Ward 1:** Alderman Charlie Barbari and Alderman Eric Biskup

**Ward 2:** Alderman Michael Sarallo 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**

**VI. PUBLIC PARTICIPATION**

**VII. ACTION ITEMS / CONSENT AGENDA**

**1. Payment of City Bills:** June 10, 2025, In The Amount Of \$144,037.24

**2. Payroll Summary Report – May 2025**

**3. Treasurers Report – May 2025**

**4. Resolution No. 25 - 07** A Resolution Approving and Authorizing the Payment of Estimate of Payment Number One for the 2024 Curb Replacement Project by the City of Oakbrook Terrace, Illinois.

**5. Ordinance No. 25- 23:** An Ordinance Approving and Ratifying the Issuance of Purchase Orders for the Purchase of Two Police Interceptors and Two Jeep Grand Cherokees for the City of Oakbrook Terrace, Illinois;

**6. Resolution No. 25-08:** A Resolution Appointing Freedom of Information Act Officers for the City of Oakbrook Terrace- 2025

## **7. Motion to Consent to Appointments**

### **A. Police Commission**

1. Motion to consent to the appointment of Frank Tomaselli as a Police Commissioner to a term expiring May 1, 2026.
2. Motion to consent to the appointment of Bob Shanahan as a Police Commissioner to a term expiring May 1, 2027.
3. Motion to consent to the appointment of Brian Brown as a Police Commissioner to a term expiring May 1, 2028.

### **B. Planning and Zoning Commission**

1. Motion to consent to the appointment of Chris Sala as a Planning and Zoning Commissioner to a term expiring May 31, 2027.
2. Motion to consent to the appointment of Doug Jackson as a Planning and Zoning Commissioner to a term expiring May 31, 2027.
3. Motion to consent to the appointment of Jan (Jon) Donoval as a Planning and Zoning Commissioner to a term expiring May 31, 2028.
4. Motion to consent to the appointment of Nicole Berkshire as a Planning and Zoning Commissioner to a term expiring May 31, 2028.

### **C. Police Pension Board**

1. Motion to consent to the appointment of Jim Kleinow as Police Pension Board Trustee of to a term expiring April 30, 2027.

## **VIII. ITEMS REMOVED FROM THE CONSENT AGENDA**

### **IX. RECESS TO COMMITTEE OF THE WHOLE**

### **X. MAYOR ESPOSITO**

### **XI. COMMITTEE OF THE WHOLE**

1. Draft Ordinance Authorizing the Execution of an Intergovernmental Park Use Agreement between the City of Oakbrook Terrace and the Oakbrook Terrace Park District for an Independence Day Celebration - City of Oakbrook Terrace;

**Recommended Action:** If the Council is in favor of the request, the draft Ordinance will be placed on the subsequent Consent Agenda for approval.

2. Draft Ordinance Authorizing the Execution of an Intergovernmental Park Use Agreement between the City of Oakbrook Terrace and the Oakbrook Terrace Park District - City of Oakbrook Terrace - Summer Concert Series; and

**Recommended Action:** If the Council is in favor of the request, the draft Ordinance will be placed on the subsequent Consent Agenda for approval.

3. Draft Resolution Appointing an Authorized Agent to the Illinois Municipal Retirement Fund for the City of Oakbrook Terrace, Illinois.

**Recommended Action:** If the Council is in favor of the request, the draft resolution will be placed on the subsequent Consent Agenda for approval.

4. Discussion of Strategic Plan

**Recommended Action:** Information / Discussion Only

**XII. COUNCIL MEMBER COMMENTS**

**XIII. CITY ATTORNEY**

**XIV. CITY CLERK**

**XV. CITY ADMINISTRATOR**

**XVII. RECONVENE THE CITY COUNCIL MEETING**

**XVIII. RECESS TO EXECUTIVE SESSION**

**XVIX. EXECUTIVE SESSION**

Closed Session pursuant to Section 2(c)(21) of the Open Meetings Act for discussion of minutes of meetings lawfully closed under the Open Meetings Act for purposes of both a discussion of approval by the city council of the minutes and semi-annual review of the minutes as mandated by Section 2.06 of the Open Meetings Act and pursuant to Section 2(c)(1) of the Open Meetings Act to discuss the appointment, employment, compensation, discipline, or dismissal of specific employees of the city.

**XX. RECONVENE THE CITY COUNCIL MEETING**

**XXI. NEW BUSINESS**

1. Motion to Approve the Closed Session Minutes for November 26, 2024, February 21, 2025, February 28, 2025 and April 8, 2025 Meetings.
2. Resolution to Authorize the Release of Certain Executive Session Minutes for Meetings in the Years 1995-2025 of the City Council of the City of Oakbrook Terrace, Illinois.

**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.***

**CITY OF OAKBROOK TERRACE**  
**Bills Payable Summary Report for June 10, 2025**

**Corporate Fund (01)**

FY25		FY26	
Check Run	\$ 4,558.89	Check Run	\$ 44,667.49
ACH/Auto	\$ 24,297.33	ACH/Auto	\$ 63,025.77
Manual Check		Manual Check	\$ 3,869.00

**Corporate Fund Total (01)** \$ **140,418.48**

**Impact Donation Fund (02)**

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

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

**Water Fund (03)**

Check Run	\$ 1,707.91	Check Run	\$ 90.85
ACH/Auto	\$ -	ACH/Auto	\$ -
Manual Check	\$ -	Manual Check	\$ -

**Water Fund Total (03)** \$ **1,798.76**

**SSA Debt Service Fund (04)**

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

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

**Motor Fuel Tax Fund (05)**

Check Run	\$ 1,535.00	Check Run	\$ -
Manual Check	\$ -	Manual Check	\$ -

**Motor Fuel Tax Fund Total (05)** \$ **1,535.00**

**2012 Debt Service Business District (08)**

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

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

**Capital Improvement Fund (09)**

Check Run	\$ 285.00	Check Run	\$ -
ACH	\$ -	ACH	\$ -
Manual Check	\$ -	Manual Check	\$ -

**Capital Improvement Fund Total (09)** \$ **285.00**

**2012 Debt Service Business District (12)**

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

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

**Total Bills Payable** \$ **144,037.24**

CITY OF OAKBROOK TERRACE  
MANUAL BILLS PAYABLE

June 10, 2025

<u>Account No.</u>	<u>Vendor</u>	<u>Description</u>	<u>Check No.</u>	<u>Date</u>	<u>Amount</u>
01-01-5780-00	James Libera	Entertainment Artist for Staff Appreciation Dinner 2025 (plus tip)	10632	6/2/2025	\$ 700.00
01-02-5600-00	Larry Roesch	Vehicle Warranty Extension - 2025 Jeep Grand Cherokee	10633	6/3/2025	\$ 3,169.00

**TOTAL:** \$ 3,869.00

# Accounts Payable

## GL Distribution Report

User: JEsposito  
Printed: 6/4/2025 - 2:29 PM  
Batch: 00003.06.2025  
Fiscal Period: 2  
JE Date: 06/04/2025



CITY OF OAKBROOK TERRACE  
174075 BUTTERFIELD ROAD  
OAKBROOK TERRACE, IL 60181  
630-541-8300

Fund	DR Amount	CR Amount	Account Number	Description
01 CORPORATE FUND	0.00	49,226.38	01-00-1060-00	HARRIS CHECKING A/P 0129
	49,226.38	0.00	01-00-2010-00	ACCOUNTS PAYABLE
	49,226.38	49,226.38		
03 WATER FUND	0.00	1,798.76	03-00-1060-00	HARRIS A/P 0129
	1,798.76	0.00	03-00-2010-00	ACCOUNTS PAYABLE
	1,798.76	1,798.76		
05 MOTOR FUEL TAX FUND	0.00	1,535.00	05-00-1060-00	Harris A/P
	1,535.00	0.00	05-00-2010-00	ACCOUNTS PAYABLE
	1,535.00	1,535.00		
09 CAPITAL IMPROVEMENT FUND	0.00	285.00	09-00-1060-00	Harris A/P 0129
	285.00	0.00	09-00-2010-00	Accounts Payable
	285.00	285.00		
Grand Total:	52,845.14	52,845.14		

# Accounts Payable

## Computer Check Proof List by Vendor

User: JEsposito  
Printed: 06/04/2025 - 2:27PM  
Batch: 00003,06,2025



CITY OF OAKBROOK TERRACE  
174075 BUTTERFIELD ROAD  
OAKBROOK TERRACE, IL 60181  
630-941-8300

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: Al Warren	Al Warren Oil Co., Inc.				
W1751129	6500 Gal. 87 Octane fuel	17,262.70	06/10/2025	Check Sequence: 1 01-00-1030-00	ACH Enabled: True
W1751130	1500 Gal. Diesel fuel/bio-diesel fuel	4,011.00	06/10/2025	01-00-1030-00	
	Check Total:	21,273.70			
Vendor: Amazon	Amazon Capital Services				
IDRIN16PJ3C	Clipboard w/storage	22.79	06/10/2025	Check Sequence: 2 01-03-6120-00	ACH Enabled: False
IDRIN16PJ3C	PD Freezer handle replacement	79.79	06/10/2025	01-02-5770-00	
IDRIN16PJ3C	2-Pack center punch	7.99	06/10/2025	01-04-6190-00	
IDRIN16PJ3C	AP File cabinet keys	13.87	06/10/2025	01-01-6130-00	
IDRIN16PJ3C	Name plate engraving blanks	16.48	06/10/2025	01-04-6190-00	
IDRIN16PJ3C	Spring washers	69.63	06/10/2025	01-04-6190-00	
1W7NXHN3PHD7	Range supplies	109.88	06/10/2025	01-02-6190-00	
1W7NXHN3PHD7	Binder dividers	4.29	06/10/2025	01-02-6120-00	
1W7NXHN3PHD7	Laser toner cartridges	681.72	06/10/2025	01-02-6120-00	
1W7NXHN3PHD7	Range supplies - batteries	28.48	06/10/2025	01-02-6190-00	
1W7NXHN3PHD7	File folders, dishwasher pods, ink cartridges	234.42	06/10/2025	01-02-6120-00	
1W7NXHN3PHD7	Fasteners, batteries	38.54	06/10/2025	01-02-6190-00	
1W7NXHN3PHD7	Envelope moistener, legal pads, correction tape	45.66	06/10/2025	01-02-6120-00	
1W7NXHN3PHD7	Pop-up sticky notes, boxing gloves	75.47	06/10/2025	01-02-6120-00	
	Check Total:	1,429.01			
Vendor: BankNYM	The Bank of New York Mellon				
00252250011969	Administration Fee - 5/2/2025-5/1/2026	802.50	06/10/2025	Check Sequence: 3 01-01-5600-00	ACH Enabled: False
	Check Total:	802.50			



Invoice No	Description		Amount	Pmt Date	Acct Number	Reference
Vendor: burke	Christopher B. Burke Engineering, Ltd.					ACH Enabled: False
201325	2023 Curb Replacement Project		1,535.00	06/10/2025	Check Sequence: 4 05-12-7143-00	
201326	Salt Storage Building engineering		285.00	06/10/2025	09-12-7145-01	
	Check Total:		1,820.00			
Vendor: cintas	Cintas Corporation					ACH Enabled: False
4230722068	PD Floor Mat Service, Air Care fresheners		154.91	06/10/2025	Check Sequence: 5 01-02-5770-01	
4230722068	PD Floor Mat Service, Air Care fresheners		113.88	06/10/2025	01-02-5770-01	
4230722100	City Hall Floor Mat Service, Air Care fresheners		296.27	06/10/2025	01-04-5770-01	
4230722100	City Hall Floor Mat Service, Air Care fresheners		296.27	06/10/2025	01-04-5770-01	
	Check Total:		861.33			
Vendor: Clarke	Clarke Environmental Mosquito Management, Inc.					ACH Enabled: False
001036379	FY26 Mosquito abatement - Invoice 3 of 4		4,403.25	06/10/2025	Check Sequence: 6 01-04-5740-00	
	Check Total:		4,403.25			
Vendor: CLS	CLS Background Investigations					ACH Enabled: False
13944	Employment verification reports - 3 Candidates		910.45	06/10/2025	Check Sequence: 7 01-10-5775-00	
	Check Total:		910.45			
Vendor: Coco	Coco Solutions, LLC					ACH Enabled: True
1138014	Comm. Dev. Phone Service - 5/15-6/14/2025		281.76	06/10/2025	Check Sequence: 8 01-03-5665-00	
1138014	Admin. Phone Service - 5/15-6/14/2025		619.87	06/10/2025	01-01-5665-00	
1138014	PD Phone Service - 5/15-6/14/2025		657.44	06/10/2025	01-02-5665-00	
1138014	Finance Phone Service - 5/15-6/14/2025		319.33	06/10/2025	01-11-5665-00	
	Check Total:		1,878.40			
Vendor: Comcast3	Comcast					ACH Enabled: False
87712009000005	Business Video & 8 Digital Adapter - 5/19-6/18/		159.78	06/10/2025	Check Sequence: 9 01-11-5668-00	
877120090031738	PD Digital Adapters - 5/28-6/27/2025		53.25	06/10/2025	01-02-5668-00	
	Check Total:		213.03			
Vendor: ComEd	Com Ed					ACH Enabled: False
7155941222	WMF Electric - 4/7-5/7/2025		584.41	06/10/2025	Check Sequence: 10 03-12-5758-00	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: DPCVB					
2025-1216	DuPage Cnv. & Visitors Bureau	584.41			ACH Enabled: True
Check Total:					
2025-1216	Grant Program Bob Rogers - LEIPSIC HS- 3/27	123.84	06/10/2025	Check Sequence: 11 01-06-5620-00	
2025-1217	Grant Program Bob Rogers Portsmouth HS 4/18-	123.52	06/10/2025	01-06-5620-00	
2025-1218	Grant Program Bob Rogers ADA HS 4/19-2/20.	370.56	06/10/2025	01-06-5620-00	
2025-1219	Grant Program - Frosty Faustings 1/22-1/27/202.	4,550.00	06/10/2025	01-06-5620-00	
2025-1282	OBT Admin, reporting & website maintenance f	5,400.00	06/10/2025	01-06-5620-00	
2025-1283	Visitors Guide Ad 2025	2,400.00	06/10/2025	01-06-5620-00	
2025-1284	FY25 Co-op Simpleview Prgrm. Google ads (Au	3,070.29	06/10/2025	01-06-5620-00	
2025-1285	FY 25 Co-op Simpleview Google ads (Nov. '24 -	2,441.10	06/10/2025	01-06-5620-00	
2025-1286	FY25 Incentives, luncheons (3), Godaddy renew.	2,957.53	06/10/2025	01-06-5620-00	
2025-1287	FY25 Co-Op Simpleview prgrm. (Feb.-Apr. '25)	1,749.57	06/10/2025	01-06-5620-00	
2025-1293	Grant Program - John Glenn/Bob Rogers 3/14-3/	225.00	06/10/2025	01-06-5620-00	
2025-1294	Grant Program - Cupertino/Bob Rogers 4/10-4/1	885.92	06/10/2025	01-06-5620-00	
Check Total:					
2025-1294	DuPage Mayors & Managers	24,297.33			ACH Enabled: False
2025-1294	Conf. membership dues (- credit for oper. fund s	3,178.59	06/10/2025	Check Sequence: 12 01-01-5610-00	
Check Total:					
2025-1294	Elevator Inspection Service Co	3,178.59			ACH Enabled: False
2025-1294	9 Inspections at various locations - 4/24/2025	288.00	06/10/2025	Check Sequence: 13 01-03-5600-00	
2025-1294	26 Inspections performed May 5-9, 2025 @ vari	832.00	06/10/2025	01-03-5600-00	
Check Total:					
2025-1294	Elmhurst Auto Parts	1,120.00			ACH Enabled: False
2025-1294	Brake cleaner / grease	206.65	06/10/2025	Check Sequence: 14 01-04-5663-00	
Check Total:					
2025-1294	Law Offices of John L. Fiotti	206.65			ACH Enabled: True
2025-1294	City Prosecutions - May 2025	2,291.25	06/10/2025	Check Sequence: 15 01-01-5672-00	
2025-1294	DUI Prosecutions - May 2025	1,657.50	06/10/2025	01-01-5672-00	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: Gasvoda INV24SVC1208	Check Total:	3,948.75			
	Gasvoda & Associates, Inc.				ACH Enabled: False
	Water Tower EIH actuator repair	1,123.50	06/10/2025	Check Sequence: 16 03-12-5660-00	
	Check Total:	1,123.50			
Vendor: Gonzini	Robert J. Gonzini				ACH Enabled: True
	Elec. & Bldg. Inspection svcs. - 5/22-6/3/2025	717.57	06/10/2025	Check Sequence: 17 01-03-5600-00	
	Check Total:	717.57			
	Nadia Hajduk				ACH Enabled: False
Vendor: Hajduk	Re-issue payroll check that was lost #10023 12/5	87.40	06/10/2025	Check Sequence: 18 01-10-4130-00	
	Check Total:	87.40			
	Hillside Lumber Inc				ACH Enabled: False
	Mailbox posts	1,958.40	06/10/2025	Check Sequence: 19 01-04-6133-00	
Vendor: Hillside 6845	Check Total:	1,958.40			
	Flagg Creek Water Reclamation District				ACH Enabled: False
	PSB Sewer 3/31-4/30/2025	36.20	06/10/2025	Check Sequence: 20 01-04-5758-00	
	Check Total:	36.20			
Vendor: homedep2 1214442 2617632 2871862 3511117 6616908 7200612 7623623 8212524 8612883 8612896 9214806	Dept. 32 - 2153930338 Home Depot Credit Services			Check Sequence: 21	ACH Enabled: False
	CH Landscape maintenance	241.40	06/10/2025	01-04-5770-00	
	Gas can & detergent	87.38	06/10/2025	03-12-6190-00	
	Canopy storage bags - Events	63.72	06/10/2025	01-01-5780-00	
	Shop supplies	191.30	06/10/2025	01-04-6130-00	
	Sod restoration	149.70	06/10/2025	01-04-6133-00	
	CH exterior maintenance, plantings	319.72	06/10/2025	01-04-5770-00	
	Shop supplies, propane	45.48	06/10/2025	01-04-6130-00	
	Patch & Seal, hanging baskets	54.50	06/10/2025	01-04-5770-00	
	Marking paint	62.92	06/10/2025	01-04-6190-00	
	Landscape fabric	59.90	06/10/2025	01-04-6132-00	
	CH plantings, insect killer	95.63	06/10/2025	01-04-5770-00	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: ILCMASec 6197	Check Total:	1,371.65			
	ILCMA Secretariat Center for Governmental Studies				
	Job Ad posting fee - City Administrator	50.00	06/10/2025	Check Sequence: 22 01-01-5600-00	ACH Enabled: False
	Check Total:	50.00			
	In Balance IT Solutions LLC				
	KnowBe4 security awareness training - 5/1/25-4	2,606.40	06/10/2025	Check Sequence: 23 01-01-5600-00	ACH Enabled: True
	Office 365 G3 - 4/22-5/21/2025	1,746.85	06/10/2025	01-01-5608-00	
	SOW - M365 Migration #2 invoice	13,625.00	06/10/2025	01-01-6150-00	
	Microsoft Windows Server Software	2,090.88	06/10/2025	01-01-6150-00	
	Check Total:	20,069.13			
Vendor: library	Villa Park Public Library				
	14 Library cards issued for 10 residences - April	2,818.12	06/10/2025	Check Sequence: 24 01-01-5785-00	ACH Enabled: False
	Check Total:	2,818.12			
Vendor: MinoltaC 9010450194 9010450194	Konica Minolta Business Soluti				
	Water Copier Maintenance - 4/26-5/25/2025	3.47	06/10/2025	Check Sequence: 25 03-12-5660-00	ACH Enabled: False
	Streets Copier Maintenance - 4/26-5/25/2025	3.90	06/10/2025	01-04-5660-00	
	Check Total:	7.37			
	Ray O'Herron Co. Inc.				
Vendor: oherron 2412811	1 Cuff case, 1 belt - Sgt.	78.66	06/10/2025	Check Sequence: 26 01-02-5715-00	ACH Enabled: False
	Check Total:	78.66			
	Orange Inspection Inc				
Vendor: Orange I 001	Plumbing Inspection Fees/plan reviews - May 2C	1,485.00	06/10/2025	Check Sequence: 27 01-03-5600-00	ACH Enabled: False
	Check Total:	1,485.00			
	Packey Webb Ford				
Vendor: Packey 174791	Squad #8 hubcaps	213.00	06/10/2025	Check Sequence: 28 01-02-5663-00	ACH Enabled: False
	Check Total:	213.00			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: SIKICH 98093	SIKICH FY2025 Audit Service Fee	8,000.00	06/10/2025	Check Sequence: 29 01-11-5600-00	ACH Enabled: True
	Check Total:	8,000.00			
Vendor: Site1 153621430-001	SiteOne Landscape Supply Right-of-way seed (grass) mixture	2,340.76	06/10/2025	Check Sequence: 30 01-04-6133-00	ACH Enabled: False
	Check Total:	2,340.76			
Vendor: Special1 2025	Special Event Rentals, LTD 6 Golf/carryall carts w/gas pick-up/delivery - 7/4	1,310.00	06/10/2025	Check Sequence: 31 01-01-5781-00	ACH Enabled: False
	Check Total:	1,310.00			
Vendor: Unclebub UB28070 UB28070	Uncle Bub's BBQ & Catering July 4th, 2025 Picnic/Band Catering - 20% Staff July 4th, 2025 Picnic/Band Catering, UB staff w:	3,896.00 19,874.70	06/10/2025 06/10/2025	Check Sequence: 32 01-01-5781-00 01-01-5781-00	ACH Enabled: False
	Check Total:	23,770.70			
Vendor: Viking 3794	Viking Awards 2 Temporary name plate engraving fees - New A	36.00	06/10/2025	Check Sequence: 33 01-01-6130-00	ACH Enabled: False
	Check Total:	36.00			
Vendor: westmech 026425 C009771 S240411	Westside Mechanical, Inc. CH HVAC repairs PD HVAC maintenance agreement - 2/15/25-2/1. CH East RTU repair	3,015.00 2,400.00 1,723.22	06/10/2025 06/10/2025 06/10/2025	Check Sequence: 34 01-04-5770-00 01-02-5770-00 01-04-5770-00	ACH Enabled: True
	Check Total:	7,138.22			
Vendor: Yannotti Yannotti	Robert Yannotti Property Maint. inspections - 5/27-6/4/2025	629.16	06/10/2025	Check Sequence: 35 01-03-5612-00	ACH Enabled: False
	Check Total:	629.16			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Total for Check Run:	140,168.24			
	Total of Number of Checks:	35			



**CITY OF OAKBROOK TERRACE**  
**Department Payroll Summary Report for May 2025**

Executive Administration	\$	20,308.29
Special Events		
Police Administration	\$	46,614.59
Police Sergeants	\$	36,848.39
Police Officers	\$	154,334.73
Police Investigations	\$	54,692.18
Police Court Time / Stand-by	\$	1,338.82
Building & Zoning	\$	28,649.70
P&Z Commission		
Public Services - Streets	\$	23,954.29
Police Commission	\$	550.00
Finance	\$	30,501.10
Traffic Light Enforcement		
Traffic Light Enforcement Court Time		
<b>General Fund Total</b>	<b>\$</b>	<b>397,792.09</b>
Public Services - Water	\$	32,288.06
<b>Water Fund Total</b>	<b>\$</b>	<b>32,288.06</b>
Snow Duties		
<b>Motor Fuel Tax Fund Total</b>	<b>\$</b>	<b>-</b>
<b>Total Gross Payroll</b>		<b>\$ 430,080.15</b>



# City Treasurer's Report

## May-25

<b><u>CORPORATE FUND</u></b>	<b>BALANCE April 30, 2025</b>	<b>RECEIVED</b>	<b>DISBURSED</b>	<b>BALANCE May-25</b>	<b>INTEREST RATE</b>
<b>PAYROLL</b>	<b>(\$0)</b>	<b>\$510,333</b>	<b>\$510,333</b>	<b>(\$0)</b>	
WINTRUST MONEY MARKET	\$7,189,208	\$973,826	\$790,499	\$7,372,535	4.56%
Wintrust General Money Market					
Interfund Transfers		\$0	\$0		
Revenue/Expenditures		\$1,918,490	1,953,239.27		
Checking/MM Total	\$2,607,232	\$1,918,490	\$1,953,239	\$2,572,483	
TRAFFIC LIGHT ENFORCEMENT	\$4,294,665	\$16,201	\$0	\$4,310,865	4.560%
SFAM LLC 2022-6902	\$4,140,563	\$4,279	\$6,408	\$4,138,433	*
<b>CORPORATE TOTAL</b>	<b>\$18,231,667</b>	<b>\$3,423,129</b>	<b>\$3,260,480</b>	<b>\$18,394,316</b>	
<b><u>CAPITAL IMPROVEMENTS</u></b>					
SFAM LLC 5909-3614	\$401,831	\$1,653	\$1,227	\$402,257	*
<b>CAPITAL IMPROVEMENT TOTAL</b>	<b>\$401,831</b>	<b>\$1,653</b>	<b>\$1,227</b>	<b>\$402,257</b>	
<b><u>MOTOR FUEL TAX FUND</u></b>					
MONEY MARKET (HARRIS)	\$522,828	\$9,943	\$0	\$532,771	
<b>MFT TOTAL</b>	<b>\$522,828</b>	<b>\$9,943</b>	<b>\$0</b>	<b>\$532,771</b>	
<b><u>WATER</u></b>					
MONEY MARKET (HARRIS)	\$1,839,691	\$88,698	\$369	\$1,928,021	
WATER FUND CAPITAL	\$0	\$0	\$0	\$0	
<b>WATER TOTAL</b>	<b>\$1,839,691</b>	<b>\$88,698</b>	<b>\$369</b>	<b>\$1,928,021</b>	
<b>ALL FUNDS TOTALED</b>	<b>\$20,996,017</b>	<b>\$3,523,423</b>	<b>\$3,262,075</b>	<b>\$21,257,365</b>	
<b>NET INCREASE (DECREASE)</b>		<b>\$ 261,348</b>			

\* Multiple Securities Purchased Having Various Interest Rates

Prepared By,  
Tanya Walker, Treasurer



## RESOLUTION NO. 25-07

### A RESOLUTION APPROVING AND AUTHORIZING THE PAYMENT OF ESTIMATE OF PAYMENT NUMBER ONE FOR THE 2024 CURB REPLACEMENT PROJECT 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**, in addition to its home-rule powers, pursuant to Article 11 of the Illinois Municipal Code, 65 ILCS 5/11, the City has the authority to construct, improve and maintain public roadways within its corporate limits;

**WHEREAS**, the City has entered into a contract with Acura, Inc. (the “Contractor”) to construct improvements for the 2024 Curb Replacement Project in the City (the “Project”);

**WHEREAS**, the Contractor has constructed various improvements for the Project and has submitted Estimate for Payment Number One in the amount of \$170,802.40, a copy of which is attached hereto marked as Exhibit “A,” to the City for consideration of payment;

**WHEREAS**, on May 20, 2025, Daniel L. Lynch, P.E., CFM, Head, Municipal Engineering Department, of Christopher B. Burke Engineering, Inc., the city engineer, recommended payment of Estimate for Payment Number One in the amount of \$170,802.40 to the Contractor, a copy of which is attached hereto marked as Exhibit “B”; 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 consider the approval and authorization of payment of Estimate for Payment Number One in the amount of \$170,802.40 to the Contractor;

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and the 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:** In compliance with the requirements of the Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*, and the provisions of the Contract with the Contractor and subject to the satisfaction of the conditions set forth in this resolution, Estimate for Payment Number One in the amount of \$170,802.40 is hereby approved.

**Section 3:** The approval of payment of Estimate for Payment Number One is subject to the following conditions:

- A. The Contractor’s having properly submitted its certified payroll reports for the Project to the Illinois Department of Labor;

- B. Verification of the amounts of materials in place, the amount of work performed and the value thereof at the contract unit prices;
- C. Compliance by the Contractor with the requirements of the Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*;
- D. The Contractor's supplying all in form and substance satisfactory to the City:
  - 1. A duly executed and acknowledged sworn statement ("Contractor's Affidavit") showing all subcontractors with whom the Contractor has entered into subcontracts, the amount of each such subcontract, the amount requested for any subcontractor in Estimate for Payment Number One and the amount to be paid to the Contractor from Estimate for Payment Number One together with similar sworn statements ("Subcontractor's Affidavit") from all subcontractors and, where appropriate, from sub-subcontractors and the Contractor's Affidavit showing the names of all suppliers and subcontractors providing materials and services for the Contractor or subcontractor;
  - 2. Duly executed unconditional waivers of mechanics' and materialmen's liens of the money due or to become due herein, establishing payment to the Contractor and each and every subcontractor or material supplier of all such obligations to cover the full amount of the Engineer's Estimate for Payment Number One to release the City of any claim to a mechanic's lien, which they or any of them may have under the mechanic's lien laws of Illinois and the waiver(s) of lien, including the amount paid to any subcontractors and suppliers, and their respective supporting waivers of lien being submitted to the City prior to payment's being made; and
- E. The Contractor's indemnifying and saving the City harmless from all claims of subcontractors, laborers, workers, mechanics, materialmen and furnishers of machinery and parts thereof, equipment, tools and all supplies incurred in the furtherance of the performance of the work.

**Section 4:** Any payments made by the City without requiring strict compliance to the terms of Section 3 shall not be construed as a waiver by the City of the right to insist upon strict compliance with the terms of the conditions set forth in Section 3 as a condition of subsequent payments.

**Section 5:** Upon satisfaction of the conditions set forth in Section 3 by the Contractor, the Mayor, City Administrator and/or Finance Director shall be and are hereby authorized and directed to execute and the City Clerk shall be and is hereby authorized and directed to attest on behalf of the City the documents necessary to cause payment of Estimate for Payment Number One in the amount of \$170,802.40 to be made to the Contractor within 30 days after the date of approval of this resolution and with such terms therein, consistent with this resolution as may be approved by the officials executing the same; their execution thereof shall constitute conclusive evidence of their approval of the same, subject to review and approval of such payment documents by the Mayor and the Corporation Counsel. The officials, officers, employees and agents of the City are authorized to

take such actions and execute such documents as are necessary to carry out the purpose and intent of this resolution.

**Section 6:** All resolutions or parts of resolutions in conflict with the provisions of this resolution are hereby repealed to the extent of the conflict.

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

ADOPTED this 10<sup>th</sup> day of June 2025, pursuant to a roll call vote as follows:

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**ABSTENTION:** \_\_\_\_\_

APPROVED by me this 10<sup>th</sup> day of June 2025.

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

ATTESTED and filed in my office,  
this 10<sup>th</sup> day of June 2025.

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

# EXHIBIT "A"

Section XI, Item #1.

## Acura Inc

**Remit To:**  
556 County Line Road / Suite B.  
Bensenville, IL 60106

## INVOICE

116

**Invoice No:** 2015  
**Date:** 05/19/2025  
**Due Date:** 06/18/2025

**Contract No:** 92-32B129  
**Description:** 2024 CURB REPLACEMENT PROJ  
**Estimate No:** 1  
**Estimate Period:** 05/19/2025 To 05/19/2025  
**Location:** Illinois  
**PO No:**  
**Our Job No:** 241121  
**Period Ending:** 05/19/2025

**Bill To:**  
CITY OF OAKBROOK TERRACE  
17W275 BUTTERFIELD ROAD  
OAKBROOK TERRACE, IL 60181

**Customer No:** 975

ITEM NO	QUANTITIES		UNIT	DESCRIPTION OF ITEMS	UNIT PRICE	AMOUNTS	
	CURRENT	TO DATE				CURRENT	TO DATE
1	5.00	5.00	EA	FR AND GRT TO BE ADJ	550.00	2,750.00	2,750.00
2	3,853.00	3,853.00	FT	PCC SHOULDER REMOVAL	6.00	23,118.00	23,118.00
3	4,044.00	4,044.00	FT	COMB CG TY B612	31.00	125,364.00	125,364.00
4			SY	LANDSCAPING	14.00		
5			UNIT	SUPPLEMENTAL WATERING	100.00		
6	208.00	208.00	SY	HMA SURFACE PATCH 2	70.00	14,560.00	14,560.00
7	100.00	100.00	LS	TRAFFIC CONT PROT STD 70105	9,000.00	9,000.00	9,000.00
8			EA	EXTRA	1.00		
9	5,000.00	5,000.00	EA	INTLL PIP 60 LF PVC PIPE	1.00	5,000.00	5,000.00

**Gross Amt This Estimate:** 179,792.00  
**Less 5.00000% Retainage:** 8,989.60  
**Amt Due This Estimate:** 170,802.40  
**Comments:**

**Total Work To Date:** 179,792.00  
**Less 5.00000% Retainage:** 8,989.60  
**Total Amount To Date:** 170,802.40  
**Less Previous Payments:** .00  
**Net Amount Due:** 170,802.40

**Terms:** Net 30 Days

**Page:** 1 of 1

# EXHIBIT "A"

Section XI, Item #1.

117



STATE OF Illinois }  
COUNTY OF DuPage } SS

## WAIVER OF LIEN TO DATE

Gty # \_\_\_\_\_

Escrow # \_\_\_\_\_

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by City of Oakbrook Terrace  
to furnish Labor & Material  
for the premises known as 2024 Curb Replacement Project  
of which City of Oakbrook Terrace is the owner.

THE undersigned, for and in consideration of One Hundred Seventy Thousand Eight Hundred Two Dollars and Forty Cents  
( \$170,802.40 ) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es)  
hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens,  
with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery  
furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor, services, material,  
fixtures, apparatus or machinery, furnished to this date by the undersigned for the above-described premises, INCLUDING EXTRAS.\*

DATE: May 20, 2025

COMPANY NAME ACURA INC  
ADDRESS 556 County Line Road, Suite B, Bensenville, IL. 60106

SIGNATURE AND TITLE

President

\*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

## CONTRACTOR'S AFFIDAVIT

STATE OF Illinois }  
COUNTY OF DuPage } SS

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME) Domenico DiGioia BEING DULY SWORN, DEPOSES  
AND SAYS THAT HE OR SHE IS (POSITION) Acura Inc. OF  
(COMPANY NAME) ACURA INC WHO IS THE  
CONTRACTOR FURNISHING Labor & Material WORK ON THE BUILDING  
LOCATED AT 2024 Curb Replacement Project  
OWNED BY City of Oakbrook Terrace

That the total amount of the contract including extras\* is \$214,525.00 on which he or she has received payment of  
\$0.00 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that  
there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties  
who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work  
or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all  
labor and material required to complete said work according to plans and specification:

NAME AND ADDRESSES	WHAT FOR	CONTRACT PRICE (INCLUDE EXTRAS*)	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
ACURA INC	Labor & Material	182,025.00	0.00	170,802.40	11,222.60
Arteaga Landscaping	Landscaping	32,500.00	0.00	0.00	32,500.00
			0.00	0.00	0.00
			0.00	0.00	0.00
			0.00	0.00	0.00
			0.00	0.00	0.00
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE		214,525.00	0.00	170,802.40	43,722.60

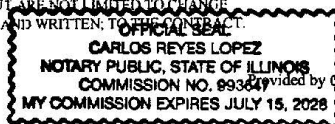
That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor  
or other work of any kind done or to be done upon or in connection with said work other than above stated.

DATE: May 20, 2025

SIGNATURE:

SUBSCRIBED AND SWORN TO BEFORE ME THIS 20 DAY OF May-25

\*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE  
ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

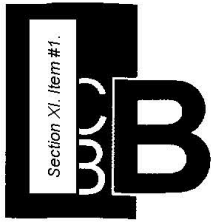


f.1722 R5/96

provided by Chicago Title Insurance Company

NOTARY PUBLIC

## EXHIBIT "B"



115

**CHRISTOPHER B. BURKE ENGINEERING, LTD.**

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

May 20, 2025

City of Oakbrook Terrace  
17W275 Butterfield Road  
Oakbrook Terrace, IL 60181

Attention: Craig Ward, Director of Public Services

Subject: 2024 Curb Replacement Project – Pay Request No. 1  
**Invoice No. 2015**  
(CBBEL Project No. 92-32B129)

Dear Craig:

We have reviewed Invoice No. 2015, dated May 19, 2025, submitted by Acura, Inc. for work completed in accordance with the contract. The scope of work includes:

- PCC shoulder removal
- Installation of combination concrete curb and gutter
- Hot mix asphalt surface patching
- Catch basin rim and grate adjustments
- Traffic control

The invoice also reflects a \$5,000 change order for the installation of 60 linear feet of 6" PVC at 1S576 Nimitz, which you authorized.

The total amount invoiced is \$179,792.00, which represents 84% of the total contract value (\$214,525.00). Landscaping and supplemental watering are the work that remains, which will be billed separately upon completion of work.

It is our recommendation that this invoice, in the amount of \$170,802.40, be placed in line for payment to the contractor, Acura, Inc. This value represents 95% of work completed to date. Attached are the original invoice, showing a breakdown of payment quantities, and the partial waiver of lien from the general contractor for your review and file. Brandon Portillo of our office has field verified all quantities.

If you have any questions or would like to further discuss this letter, please do not hesitate to contact me.

Sincerely,

Daniel L. Lynch, PE, CFM  
Vice President, Head Municipal Engineering Department

**ORDINANCE NO. 25 -23****AN ORDINANCE AUTHORIZING AND RATIFYING THE ISSUANCE OF PURCHASE ORDERS FOR THE PURCHASE OF TWO POLICE INTERCEPTORS AND TWO JEEP GRAND CHEROKEES 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 30.70(A)(4) of the Code of Oakbrook Terrace, Illinois, the City is authorized to issue purchase orders or contracts for goods or non-professional services for which the requirement of advertising for competitive bids is waived by a two-thirds majority vote of the corporate authorities then holding office;

**WHEREAS**, two-thirds of the corporate authorities of the City holding office have determined that funds are available and that it is necessary, desirable and in the best interests of the City that the City purchase two (2) 2025 Ford Utility Interceptors through the Suburban Purchasing Cooperative from Currie Motors, Frankfort, Illinois, in the amount of Forty-seven Thousand Six Hundred Fifteen and 00/100 Dollars (\$47,615.00) each; one (1) 2025 Jeep Grand Cherokee Altitude X from Larry Roesch Jeep Dodge, LLC of Elmhurst, Illinois, in the amount of Forty-two Thousand Eleven and 70/100 Dollars (\$42,011.70); and one (1) 2025 Jeep Grand Cherokee Limited from Larry Roesch Jeep Dodge, LLC of Elmhurst, Illinois, in the amount of Forty-seven Thousand Nine Hundred Eighty-Seven and 70/100 Dollars (\$47,987.70) constituting personal property necessary for the City to perform essential governmental functions; and

**WHEREAS**, in the opinion of two-thirds of the corporate authorities of the City holding office, it is advisable, necessary and in the public interest that the City waive advertisement for bids, waive the procedure prescribed for the submission of competitive bids, waive obtaining three written quotes directly from the vendors, authorize soliciting proposals in the open market and purchase two (2) 2025 Ford Utility Interceptors through the Suburban Purchasing Cooperative from Currie Motors, Frankfort, Illinois; one (1) Jeep Grand Cherokee Altitude X and one (1) Jeep Grand Cherokee Limited from Larry Roesch Jeep Dodge, LLC, constituting personal property necessary for the City to perform essential governmental functions from the vendors described above and on the terms and conditions therein provided;

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

**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 waive advertising for competitive bids, waive the procedure prescribed for the submission of competitive bids, waive obtaining three written quotes directly from the

vendors and authorize the issuance of purchase orders for two (2) 2025 Ford Utility Interceptors; one (1) 2025 Jeep Grand Cherokee Altitude X; and one (1) 2025 Jeep Grand Cherokee Limited constituting personal property necessary for the City to perform essential governmental functions from the vendors described herein.

**Section 3:** The Interim City Administrator, on behalf of the City, shall be and is hereby authorized to issue purchase orders, or in the alternative, the action of the Interim City Administrator is hereby ratified in executing and issuing purchase orders to the vendors described herein for the purchase of two (2) 2025 Ford Utility Interceptors in the amount of Forty-seven Thousand Six Hundred Fifteen and 00/100 Dollars (\$47,615.00) each; one (1) 2025 Jeep Grand Cherokee Altitude X in the amount of Forty-two Thousand Eleven and 70/100 Dollars (\$42,011.70); and one (1) 2025 Jeep Grand Cherokee Limited in the amount of Forty-seven Thousand Nine Hundred Eighty-Seven and 70/100 Dollars (\$47,987.70) for the City to perform essential governmental functions, copies of the Purchase Orders for which are attached hereto marked as Exhibit “A,” “B.” and “C,” respectively, and made a part hereof.

**Section 4:** All ordinances and resolutions, or parts thereof, in conflict with the provisions of this ordinance are, to the extent of such conflict, expressly repealed.

**Section 5:** This ordinance shall be in full force and effect upon its passage by two-thirds of the corporate authorities of the City holding office, approval and publication in accordance with law.

**ADOPTED** this 10<sup>th</sup> day of June 2025, pursuant to a roll call vote as follows:

**AYES:** \_\_\_\_\_

**NAYES:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**ABSTENTION:** \_\_\_\_\_

**APPROVED** by me this 10<sup>th</sup> day of June 2025.

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

**ATTESTED** and filed in my office,  
this 10<sup>th</sup> day of June 2025.

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



Exhibit "A"  
Purchase Order for Two (2) Police Interceptors

**CITY OF OAKBROOK TERRACE, ILLINOIS  
PURCHASE ORDER  
TERMS AND CONDITIONS**

**1. SERVICES & DELIVERABLES.**

Seller agrees to perform the services ("Services") and/or provide the goods or Service deliverables (collectively referred to as "Goods"), described in any purchase order, in accordance with the applicable purchase order, scope of work and with these Terms and Conditions ("Agreement"). Upon acceptance of a purchase order, shipment of Goods or commencement of a Service, Seller shall be bound by the provisions of this Agreement, including all provisions set forth on the face of any applicable purchase order, whether Seller acknowledges or otherwise signs this Agreement or the purchase order, unless Seller objects to such terms in writing prior to shipping Goods or commencing Services.

This writing does not constitute a firm offer within the meaning of Section 2-205 of the Illinois Commercial Code (810 ILCS 5/2-205) and may be revoked at any time prior to acceptance. This Agreement may not be added to, modified, superseded or otherwise altered, except by writing signed by the City of Oakbrook Terrace City Manager. Any terms or conditions contained in any acknowledgment, invoice or other communication of Seller, which are inconsistent with the terms and conditions herein, are hereby rejected. To the extent that this Agreement might be treated as an acceptance of Seller's prior offer, such acceptance is expressly made on condition of assent by Seller to the terms hereof and shipment of the Goods, or beginning performance of any Services by Seller shall constitute such assent. The City of Oakbrook Terrace hereby reserves the right to reschedule any delivery or cancel any purchase order issued at any time prior to shipment of the Goods or prior to commencement of any Services. The City of Oakbrook Terrace shall not be subject to any charges or other fees as a result of such cancellation.

**2. DELIVERY.**

Time is of the essence. Delivery of Goods shall be made pursuant to the schedule, via the carrier and to the place specified on the face of the applicable purchase order. The City of Oakbrook Terrace reserves the right to return, shipping charges collect, all Goods received in advance of the delivery schedule. If no delivery schedule is specified, the order shall be filled promptly and delivery will be made by the most expeditious form of land transportation. If no method of shipment is specified in the purchase order, Seller shall use the least expensive carrier. In the event Seller fails to deliver the Goods within the time specified, the City of Oakbrook Terrace may, at its option, decline to accept the Goods and terminate the Agreement or may demand its allocable fair share of Seller's available Goods and terminate the balance of the Agreement. Seller shall package all items in suitable containers to permit safe transportation and handling. Each delivered container must be labeled and marked to identify contents without opening and all boxes and packages must contain packing sheets listing contents. The City of Oakbrook Terrace's purchase order number must appear on all shipping containers, packing sheets, delivery tickets and bills of lading.

**3. IDENTIFICATION, RISK OF LOSS & DESTRUCTION OF GOODS.**

Identification of the Goods shall occur in accordance with Section 2-501 of the Illinois Commercial Code (810 ILCS 5/2-501). Seller assumes all risk of loss until receipt by the City of Oakbrook Terrace. Title to the Goods shall pass to the City of Oakbrook Terrace upon receipt by it of the Goods at the designated destination. If the Goods ordered are destroyed prior to title passing to the City of Oakbrook Terrace, the City of Oakbrook Terrace may at its option cancel the Agreement or require delivery of substitute Goods of equal quantity and quality. Such delivery will be made as soon as commercially practicable. If loss of Goods is partial, the City of Oakbrook Terrace shall have the right to require delivery of the Goods not destroyed.

**4. PAYMENT.**

As full consideration for the performance of the Services, delivery of the Goods and the assignment of rights to the City of Oakbrook Terrace as provided herein, the City of Oakbrook Terrace shall pay Seller (i) the amount agreed

**Exhibit "A"**  
**Purchase Order for Two (2) Police Interceptors**

upon and specified in the applicable purchase order; or (ii) Seller's quoted price on date of shipment (for Goods), or the date Services were started (for Services), whichever is lower. Applicable taxes and other charges such as shipping costs, duties, customs, tariffs, imposts and government-imposed surcharges shall be stated separately on Seller's invoice. Payment is made when the City of Oakbrook Terrace's check is mailed. Payment shall not constitute acceptance. All personal property taxes assessable upon the Goods prior to receipt by the City of Oakbrook Terrace of Goods conforming to the purchase order shall be borne by Seller. Seller shall invoice the City of Oakbrook Terrace for all Goods delivered and all Services actually performed. Each invoice submitted by Seller must be provided to the City of Oakbrook Terrace within ninety (90) days of completion of the Services or delivery of Goods and must reference the applicable purchase order, and the City of Oakbrook Terrace reserves the right to return all incorrect invoices. Unless otherwise specified on the face of a purchase order, the City of Oakbrook Terrace shall pay the invoiced amount after receipt and approval of a correct invoice pursuant to the terms of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).

## **5. WARRANTIES.**

**5.1 Services:** Seller represents and warrants that all Services shall be completed in a professional, workmanlike manner, with the degree of skill and care that is required by current, good and sound professional procedures. Further, Seller represents and warrants that the Services shall be completed in accordance with applicable specifications and shall be correct and appropriate for the purposes contemplated in this Agreement. Seller represents and warrants that the performance of Services under this Agreement will not conflict with, or be prohibited in any way by, any other agreement or statutory restriction to which Seller is bound.

**5.2 Goods:** Seller warrants that all Goods provided will be new and will not be used or refurbished. Seller warrants that all Goods delivered shall be free from defects in materials and workmanship and shall conform to all applicable specifications for a period of twelve (12) months from the date of delivery to the City of Oakbrook Terrace or for the period provided in Seller's standard warranty covering the Goods, whichever is longer. Seller hereby agrees that it will make spare parts available to the City of Oakbrook Terrace for a period of five (5) years from the date of shipment at Seller's then current price, less applicable discounts. Additionally, Goods purchased shall be subject to all written and oral express warranties made by Seller's agents, and to all warranties provided for by the Illinois Commercial Code. All warranties shall be construed as conditions as well as warranties and shall not be exclusive. Seller shall furnish to the City of Oakbrook Terrace Seller's standard warranty and service guaranty applicable to the Goods. All warranties and service guaranties shall run to the City of Oakbrook Terrace.

If the City of Oakbrook Terrace identifies a warranty problem with the Goods during the warranty period, the City of Oakbrook Terrace will promptly notify Seller of such problems and will return the Goods to Seller, at Seller's expense. Within five (5) business days of receipt of the returned Goods, Seller shall, at the City of Oakbrook Terrace's option, either repair or replace such Goods, or credit the City of Oakbrook Terrace's account for the same. Replacement and repaired Goods shall be warranted for the remainder of the warranty period or six (6) months, whichever is longer.

## **6. INSPECTION.**

The City of Oakbrook Terrace shall have a reasonable time after receipt of Goods or Service deliverables and before payment to inspect them for conformity hereto, and Goods received prior to inspection shall not be deemed accepted until the City of Oakbrook Terrace has run an adequate test to determine whether the Goods conform to the specifications hereof. Use of a portion of the Goods for the purpose of testing shall not constitute an acceptance of the Goods. If Goods tendered do not wholly conform to the provisions hereof, the City of Oakbrook Terrace shall have the right to reject such Goods. Nonconforming Goods will be returned to Seller freight collect, and risk of loss will pass to Seller upon the City of Oakbrook Terrace's delivery to the common carrier.

## **7. INDEPENDENT CONTRACTOR.**

The City of Oakbrook Terrace is interested only in the results obtained under this Agreement; the manner and means of achieving the results are subject to Seller's sole control. Seller is an independent contractor for all purposes, without express or implied authority to bind the City of Oakbrook Terrace by contract or otherwise. Neither Seller

**Exhibit "A"**  
**Purchase Order for Two (2) Police Interceptors**

nor its employees, agents or subcontractors ("Seller's Assistants") are agents or employees of the City of Oakbrook Terrace, and, therefore, are not entitled to any employee benefits of the City of Oakbrook Terrace, including, but not limited to, any type of insurance. Seller shall be responsible for all costs and expenses incident to performing its obligations under this Agreement and shall provide Seller's own supplies and equipment.

**8. SELLER RESPONSIBLE FOR TAXES AND RECORDS.**

The City of Oakbrook Terrace is a unit of government. No charges will be allowed for taxes from which the City of Oakbrook Terrace is exempt. The City of Oakbrook Terrace is not liable for the Illinois Retailer's Occupation Tax, the Service Occupation Tax or the Service Use Tax. The City of Oakbrook Terrace is also exempt from Federal Excise Transportation Tax. Seller shall be solely responsible for filing the appropriate federal, state and local tax forms and paying all such taxes or fees, including estimated taxes and employment taxes, due with respect to Seller's receipt of payment under this Agreement. The City of Oakbrook Terrace shall have no responsibility to pay or withhold from any payment to Seller under this Agreement, any federal, state or local taxes or fees. The City of Oakbrook Terrace will report amounts paid to Seller required to be reported by the Internal Revenue Code and the regulations issued thereunder by filing Form 1099-MISC with the Internal Revenue Service.

**9. INSURANCE.**

Seller shall be solely responsible for maintaining and requiring Seller's assistants to maintain such adequate health, auto, workers' compensation, unemployment compensation, disability, liability, and other insurance, as is required by law or as is the common practice in Seller's trades or businesses, whichever affords greater coverage. Upon request, Seller shall provide the City of Oakbrook Terrace with certificates of insurance or evidence of coverage before commencing performance under this Agreement. Seller shall provide adequate coverage for any City of Oakbrook Terrace property under the care, custody or control of Seller or Seller's assistants.

**10. INDEMNITY.**

Seller shall indemnify, hold harmless, and at the City of Oakbrook Terrace's request, defend the City of Oakbrook Terrace, its officers, trustees, agents and employees, against all claims, liabilities, damages, losses and expenses, including attorneys' fees and cost of suit arising out of or in any way connected with the Goods or Services provided under this Agreement, including, without limitation, (i) any claim based on the death or bodily injury to any person, destruction or damage to property, or contamination of the environment and any associated clean-up costs; (ii) Seller's failing to satisfy the Internal Revenue Service's guidelines for an independent contractor; (iii) any claim based on the negligence, omissions or willful misconduct of Seller or any Seller's assistants; and (iv) any claim by a third party against the City of Oakbrook Terrace alleging that the Goods or Services, the results of such Services, or any other products or processes provided under this Agreement infringe a patent, copyright, trademark, trade secret or other proprietary right of a third party, whether such are provided alone or in combination with other products, software or processes. Seller shall not settle any such suit or claim without the City of Oakbrook Terrace's prior written approval. Seller agrees to pay or reimburse all costs that may be incurred by the City of Oakbrook Terrace in enforcing this indemnity, including attorneys' fees.

Should the City of Oakbrook Terrace's use of any Goods or Services purchased from Seller be enjoined, be threatened by injunction, or be the subject of any legal proceeding, Seller shall, at its sole cost and expense, either (a) substitute fully equivalent non-infringing Goods or Services; (b) modify the Goods or Services so that they no longer infringe but remain fully equivalent in functionality; (c) obtain for the City of Oakbrook Terrace the right to continue using the Goods or Services; or (d) if none of the foregoing is possible, refund all amounts paid for the infringing Goods or Services.

**11. CONFIDENTIALITY.**

Seller may acquire knowledge of the City of Oakbrook Terrace Confidential Information (as defined below) in connection with its performance hereunder and agrees to keep such City of Oakbrook Terrace Confidential Information in confidence during and following termination or expiration of this Agreement. "City of Oakbrook Terrace Confidential Information" includes, but is not limited to, all information, whether written or oral, in any

**Exhibit "A"**  
**Purchase Order for Two (2) Police Interceptors**

form, considered confidential by the City of Oakbrook Terrace relating to the business or governmental affairs of the City of Oakbrook Terrace which is disclosed directly or indirectly to Seller. In addition, the City of Oakbrook Terrace Confidential Information means any third party's proprietary or confidential information disclosed to Seller in the course of providing Services or Goods to the City of Oakbrook Terrace. City of Oakbrook Terrace Confidential Information does not include any information (i) which Seller lawfully knew without restriction on disclosure before the City of Oakbrook Terrace disclosed it to Seller; (ii) which is now or becomes publicly known through no wrongful act or failure to act of Seller; (iii) which Seller developed independently without use of the City of Oakbrook Terrace Confidential Information, as evidenced by appropriate documentation; or (iv) which is hereafter lawfully furnished to Seller by a third party as a matter of right and without restriction on disclosure. In addition, Seller may disclose Confidential Information which is required to be disclosed pursuant to a requirement of a government agency or law so long as Seller provides prompt notice to the City of Oakbrook Terrace of such requirement prior to disclosure.

Seller agrees not to copy, alter or directly or indirectly disclose any the City of Oakbrook Terrace Confidential Information. Additionally, Seller agrees to limit its internal distribution of the City of Oakbrook Terrace Confidential Information to Seller's employees and contractors who have a need to know, and to take steps to ensure that the dissemination is so limited, including the execution by Seller's employees and contractors of nondisclosure agreements with provisions substantially similar to those set forth herein. In no event will Seller use less than the degree of care and means that it uses to protect its own information of like kind, but in any event not less than reasonable care to prevent the unauthorized use of the City of Oakbrook Terrace Confidential Information.

Seller further agrees not to use the City of Oakbrook Terrace Confidential Information except in the course of performing hereunder and will not use such City of Oakbrook Terrace Confidential Information for its own benefit or for the benefit of any third party. The mingling of the City of Oakbrook Terrace Confidential Information with information of Seller shall not affect the confidential nature or ownership of the same as stated hereunder. Seller agrees not to design or manufacture any products which incorporate the City of Oakbrook Terrace Confidential Information. All the City of Oakbrook Terrace Confidential Information is and shall remain the property of the City of Oakbrook Terrace. Upon the City of Oakbrook Terrace's written request or the termination of this Agreement, Seller shall return, transfer or assign to the City of Oakbrook Terrace all the City of Oakbrook Terrace Confidential Information, including all Work Product, as defined herein, and all copies thereof.

## **12. OWNERSHIP OF WORK PRODUCT.**

For purposes of this Agreement, "Work Product" shall include, without limitation, all designs, discoveries, creations, works, devices, masks, models, work in progress, service deliverables, inventions, products, computer programs, procedures, improvements, developments, drawings, notes, documents, business processes, information and materials made, conceived or developed by Seller alone or with others which result from or relate to the Services performed hereunder. Standard Goods manufactured by Seller and sold to the City of Oakbrook Terrace without having been designed, customized or modified for the City of Oakbrook Terrace do not constitute Work Product. All Work Product shall at all times be and remain the sole and exclusive property of the City of Oakbrook Terrace. Seller hereby agrees to irrevocably assign and transfer to the City of Oakbrook Terrace and does hereby assign and transfer to the City of Oakbrook Terrace all of its worldwide right, title and interest in and to the Work Product including all associated intellectual property rights. The City of Oakbrook Terrace will have the sole right to determine the treatment of any Work Product, including the right to keep it as trade secret, execute and file patent applications on it, to use and disclose it without prior patent application, to file registrations for copyright or trademark in its own name or to follow any other procedure that the City of Oakbrook Terrace deems appropriate. Seller agrees: (a) to disclose promptly in writing to the City of Oakbrook Terrace all Work Product in its possession; (b) to assist the City of Oakbrook Terrace in every reasonable way, at the City of Oakbrook Terrace's expense, to secure, perfect, register, apply for, maintain, and defend for the City of Oakbrook Terrace's benefit all copyrights, patent rights, mask work rights, trade secret rights, and all other proprietary rights or statutory protections in and to the Work Product in the City of Oakbrook Terrace's name as it deems appropriate; and (c) to otherwise treat all Work Product as the City of Oakbrook Terrace Confidential Information as described above. These obligations to disclose, assist, execute and keep confidential survive the expiration or termination of this Agreement. All tools and equipment supplied by the City of Oakbrook Terrace to Seller shall remain the sole property of the City of Oakbrook Terrace.

**Exhibit "A"**  
**Purchase Order for Two (2) Police Interceptors**

Seller will ensure that Seller's assistants appropriately waive any and all claims and assign to the City of Oakbrook Terrace any and all rights or any interests in any Work Product or original works created in connection with this Agreement. Seller irrevocably agrees not to assert against the City of Oakbrook Terrace or its direct or indirect customers, assignees or licensees any claim of any intellectual property rights of Seller affecting the Work Product.

The City of Oakbrook Terrace will not have rights to any works conceived or reduced to practice by Seller which were developed entirely on Seller's own time without using equipment, supplies, facilities or trade secret or the City of Oakbrook Terrace Confidential Information, unless (i) such works relate to the City of Oakbrook Terrace's business, or the City of Oakbrook Terrace's actual or demonstrably anticipated research or development; or (ii) such works result from any Services performed by Seller for the City of Oakbrook Terrace.

### **13. TERMINATION.**

The City of Oakbrook Terrace may terminate this Agreement upon written notice to Seller if Seller fails to perform or otherwise breaches this Agreement, files a petition in bankruptcy, becomes insolvent, or dissolves. In the event of such termination, the City of Oakbrook Terrace shall pay Seller for the portion of the Services satisfactorily performed and those conforming Goods delivered to the City of Oakbrook Terrace through the date of termination, less appropriate offsets, including any additional costs to be incurred by the City of Oakbrook Terrace in completing the Services.

The City of Oakbrook Terrace may terminate this Agreement, or any Service(s), for any other reason upon thirty (30) days' written notice to Seller. Seller shall cease to perform Services and/or provide Goods under this Agreement on the date of termination specified in such notice. In the event of such termination, the City of Oakbrook Terrace shall be liable to Seller only for those Services satisfactorily performed and those conforming Goods delivered to the City of Oakbrook Terrace through the date of termination, less appropriate offsets.

Seller may terminate this Agreement upon written notice to the City of Oakbrook Terrace if the City of Oakbrook Terrace fails to pay Seller within sixty (60) days after Seller notifies the City of Oakbrook Terrace in writing that payment is past due.

Upon the expiration or termination of this Agreement for any reason: (a) each party will be released from all obligations to the other arising after the date of expiration or termination, except for those which by their terms survive such termination or expiration; and (b) Seller will promptly notify the City of Oakbrook Terrace of all the City of Oakbrook Terrace Confidential Information or any Work Product in Seller's possession and, at the expense of Seller and in accordance with the City of Oakbrook Terrace's instructions, will promptly deliver to the City of Oakbrook Terrace all such the City of Oakbrook Terrace Confidential Information and/or Work Product.

### **14. REMEDIES.**

If Seller breaches this Agreement, the City of Oakbrook Terrace shall have all remedies available by law and at equity. For the purchase of Goods, Seller's sole remedy in the event of breach of this Agreement by the City of Oakbrook Terrace shall be the right to recover damages in the amount equal to the difference between market price at the time of breach and the purchase price specified in the Agreement. No alternate method of measuring damages shall apply to this transaction. Seller shall have no right to resell Goods for the City of Oakbrook Terrace's account in the event of wrongful rejection, revocation of acceptance, failure to make payment or repudiation by the City of Oakbrook Terrace; and any resale so made shall be for the account of Seller.

### **15. FORCE MAJEURE.**

The City of Oakbrook Terrace shall not be liable for any failure to perform including failure to (i) accept performance of Services; or (ii) take delivery of the Goods as provided caused by circumstances beyond its control which make such performance commercially impractical including, but not limited to, acts of God, fire, flood, acts of war, government action, accident, labor difficulties or shortage, inability to obtain materials, equipment or transportation. In the event the City of Oakbrook Terrace is so excused, either party may terminate the Agreement; and the City of Oakbrook Terrace shall at its expense and risk, return any Goods received to the place of shipment.

**Exhibit "A"**  
**Purchase Order for Two (2) Police Interceptors**

**16. SEVERABILITY.**

If any provision of this Agreement shall be deemed to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**17. LIMITATION OF LIABILITY.**

IN NO EVENT SHALL THE CITY OF OAKBROOK TERRACE BE LIABLE TO SELLER OR SELLER'S ASSISTANTS, OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT, WHETHER OR NOT THE CITY OF OAKBROOK TERRACE WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

**18. ASSIGNMENT; WAIVER.**

Seller may not assign this Agreement or any of its rights or obligations under this Agreement, without the prior written consent of the City of Oakbrook Terrace. Any assignment or transfer without such written consent shall be null and void. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the City of Oakbrook Terrace without restriction. A waiver of any default hereunder or of any term or condition of this Agreement shall not be deemed to be a continuing waiver or a waiver of any other default or any other term or condition.

**19. NONEXCLUSIVE AGREEMENT.**

This is not an exclusive agreement. The City of Oakbrook Terrace is free to engage others to perform Services or provide Goods the same as or similar to Seller's. Seller is free to, and is encouraged to, advertise, offer and provide Seller's Services and/or Goods to others provided, however, that Seller does not breach this Agreement.

**20. NOTICES.**

Except for Purchase Orders which may be sent by local mail, facsimile transmission, or electronically transmitted, all notices, and other communications hereunder shall be in writing, and shall be addressed to Seller or to an authorized City of Oakbrook Terrace representative, and shall be considered given when (a) delivered personally; (b) sent by confirmed telex or facsimile; (c) sent by commercial overnight courier with written verification receipt; or (d) three (3) days after having been sent, postage prepaid, by first class or certified mail.

**21. SURVIVAL OF OBLIGATIONS.**

Any obligations and duties which by their nature extend beyond the expiration or termination of this Agreement shall survive the expiration or termination of this Agreement.

**22. GOVERNING LAW.**

This Agreement shall be construed in accordance with, and disputes shall be governed by, the laws of the State of Illinois, excluding its conflict of law rules. The Circuit Court of DuPage County, Illinois, or the United States District Court for the Northern District of Illinois, Eastern Division, shall have jurisdiction and venue over all controversies arising out of, or relating to, this Agreement. The applicability of the U.N. Convention on Contracts for the International Sale of Goods is hereby expressly waived by the parties, and it shall not apply to the terms and conditions of this Agreement.

**23. ENTIRE AGREEMENT; MODIFICATION.**

This Agreement is the complete, final and exclusive statement of the terms of the agreement between the parties and supersedes any and all other prior and contemporaneous negotiations and agreements, whether oral or written, between them relating to the subject matter hereof. This Agreement may not be varied, modified, altered, or

**Exhibit "A"**  
**Purchase Order for Two (2) Police Interceptors**

amended except in writing, including a purchase order or a change order issued by the City of Oakbrook Terrace, signed by the parties. The terms and conditions of this Agreement shall prevail, notwithstanding any variance with the terms and conditions of any acknowledgment or other document submitted by Seller. Notwithstanding the foregoing, this Agreement will not supersede or take the place of any written agreement which is signed by both parties and covers the same subject matter as this Agreement or its related purchase orders.

**24. COMPLIANCE WITH LAWS.**

**24.1 General:** Seller shall comply fully with all applicable federal, state and local laws in the performance of this Agreement including, but not limited to, all applicable employment, tax, export control and environmental laws.

**24.2 Hazardous Materials:** If Goods include hazardous materials, Seller represents and warrants that Seller understands the nature of any hazards associated with the manufacture, handling and transportation of such hazardous materials.

**24.3 Customs:** Upon the City of Oakbrook Terrace's request, Seller will promptly provide the City of Oakbrook Terrace with a statement of origin for all Goods and United States Customs documentation for Goods wholly or partially manufactured outside of the United States.

**25. INJUNCTIVE RELIEF.**

Seller acknowledges and agrees that the obligations and promises of Seller under this Agreement are of a unique, intellectual nature giving them particular value. Seller's breach of any of the promises contained in this Agreement will result in irreparable and continuing damage to the City of Oakbrook Terrace for which there will be no adequate remedy at law and, in the event of such breach, the City of Oakbrook Terrace will be entitled to seek injunctive relief, or a decree of specific performance.

**26. CERTIFICATIONS.**

Seller hereby certifies to the City of Oakbrook Terrace the following:

**26.1** Seller is not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;

**26.2** Seller is not barred from contracting as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-totaling) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);

**26.3** Seller is not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1;

**26.4** Seller maintains and will maintain a drug-free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*);

**26.5** Seller provides equal employment opportunities in accordance with the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*);

**26.6** Seller is in compliance with 775 ILCS 5/2-105(A)(4) requiring a written sexual harassment policy;

**26.7** No City of Oakbrook Terrace 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 seller; or, if the Seller'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 Seller, 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

**Exhibit "A"**  
**Purchase Order for Two (2) Police Interceptors**

less than one percent (1%) of such Seller, the Seller has disclosed to the City in writing the name(s) of the holder of such interest;

**26.8** No officer or employee of City of Oakbrook Terrace 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 Seller in violation of Section 30.33 of the Code of Oakbrook Terrace, Illinois;

**26.9** The Seller has not given to any officer or employee of the City of Oakbrook Terrace 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; and

**26.10** Neither the Seller 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 Contractor 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.



**Exhibit "A"**  
**Purchase Order for Two (2) Police Interceptors**

**City of Oakbrook Terrace****Purchase Order**

17W275 Butterfield Road  
 Oakbrook Terrace, IL 60181-4041  
 Phone 630-941-8300  
 Fax 630-941-7254

**Supplier Name** Currie Motors Commercial Center

**Order Date:** June 10, 2025

**Address 1** 10125 West Laraway

**Payment Terms:**

**Address 2**

**F.O.B. Point:**

**City, State Zip** Frankfort, IL 60423

**Freight Terms:**

**E Mail:** tsullivan@currlemotors.com

**Acct Code:**

**Phone:** (815) 412-3227

**Tax Exempt No.:**

**Attn:** Tom Sullivan

**Ship To:**

City of Oakbrook Terrace  
 17W275 Butterfield Road  
 Oakbrook Terrace, IL 60181-4041  
 Phone: 630-941-8300  
 Attn: Casey Calvello, Chief of Police

**Invoice To:**

City of Oakbrook Terrace  
 17W275 Butterfield Road  
 Oakbrook Terrace, IL 60181-4041  
 Phone: 630-941-8300  
 Attn: Tanya Walker,  
 Finance Director

Tax ID:		Ship via:		Required Ship Date:		
Item	Quantity	Part No.	Description	UM	Price	Total
1	2	K8A	2025 Ford Utility Interceptor Hybrid-Late Availability Standard Features MECHANICAL • 3.3L Police-Calibrated V6 Direct-Injection Hybrid Engine System -Standard • AWD Drivetrain Transmission – 10•speed automatic, police calibrated • Lithium-Ion Battery Pack • Brakes - Police calibrated high-performance regenerative braking system (Hybrid Only) • 4-Wheel heavy - duty disc w/heavy-duty front and rear calipers • Brake Rotors - large mass for high thermal capacity and calipers with large swept area. • Electric Power -Assist Steering (EPAS) - Heavy-Duty • DC/DC converter - 220-Amp • Cooling System - Heavy-duty, Engine oil cooler and transmission oil cooler • Engine Idle Hour Meter • Powertrain mounts - Heavy-Duty • Class III Trailer Hitch Receiver and (2) recovery hooks • Class III Trailer Tow Lighting Package • Wheels- Heavy-duty steel, vented with center cap - Full size spare tire w/TPMS • 50-State Emissions System • H8 AGM Battery • Engine Idle Control • Manual Police Pursuit Mode EXTERIOR • Antenna, Roof-mounted • Cladding- Lower body -side cladding • Door Handles- Black • Exhaust, True Dual • Daytime Running Lamps-Configurable ON/OFF through Instrument cluster •		\$47,615.00	\$95,230.00

# Exhibit "A"

## Purchase Order for Two (2) Police Interceptors

			<p>Door-Lock Cylinders (Front Driver/ Passenger/ Lift-gate) • Glass- 2nd Row, Rear Quarter and Lift-gate Privacy Glass • Grille- Black • Headlamps- Automatic, LED Low-and-High -Beam • Lift-gate- Manual 1-Piece - Fixed Glass w/Door-Lock Cylinder • Mirrors - Black Caps Power Electric Remote Heated Manual Folding with Integrated Spotter • Spare- Full size 18" Tire w/TPMS • Spoiler-Painted Black • Lift-gate Handle • Tail lamps-LED • Tires - 255/60R18 A/S BSW • Wheel -Lip Molding - Black • Wheels - 18" x 8 .0 painted black steel with polished stainless steel hub cover • Windshield – Acoustic Laminated •Unity LED Drivers Spot Light •Rear Tail Light Housing</p> <p>INTERIOR/COMFORT • Cargo Hooks in cargo area • Climate Control - Dual -Z one Electronic Automatic Temperature Control • Door-Locks- Power • Rear - Door Handles and Locks In- Operable • Fixed Pedals (Driver Dead Pedal) • Floor - Heavy-Duty Thermo plastic Elastomer • Glove Box - Locking/non-illuminated • Grab Handles • Heated Sanitization Solution •Lift gate Release Switch located in overhead console (45 second timeout feature) • Lighting- Overhead Console- Red/White Task Lighting in Overhead Console - 3rd row overhead map light • Mirror- Day/night Rear View • Particulate Air Filter • Power points -(1) First Row • Rear-door closeout panels • Rear-window Defrost • Scuff Plates - Front &amp; Rear • Seats- 1st Row Police Grade Cloth Trim, Dual Front Buckets with reduced bolsters - 1st Row- Driver 6- way lower track (fore/aft. Up/down, tilt with manual recline, 2- way manual lumbar) - 1st Row - passenger 2-way manual track (fore/aft. with manual recline) - Built -in steel intrusion plates in both driver/passenger seatbacks - 2nd Row Vinyl, 35/30/35 Split Bench Seat (manual fold-flat, no tumble) • Speed (Cruise) Control • Speedometer-Calibrated (includes digital readout) • Steering Wheel - Manual / Tilt / Telescoping, Speed Controls and 4 user configurable latching switches Sun visors, color -keyed, non-illuminated • Universal Top Tray- Center of I/P for mounting aftermarket equipment • Windows, Power, 1-touch Up/Down Front Driver/Passenger- Side with disable feature• Power Passenger Seat• Courtesy Lights Disabled • Rear Dome Light •Aux. Rear A/C</p> <p>SAFETY /SECURITY •Advance Trac® w/RSC • Airbags, dual -stage driver &amp; front-passenger, side seat, passenger – side knee, Roll Curtain Airbags and Safety Canopy® • Anti- Lock Brakes (ABS) with Traction Control • Brakes - Police calibrated high-performance regenerative braking system • Belt - Minder® (Front Driver/ Passenger) •Child-Safety Locks • Individual Tire Pressure Monitoring System (TPMS)•LATCH (Lower Anchors and Tethers for Children) system on rear outboard seat locations • Rearview Camera viewable on 8" Center Stack• Seat Belts, Pretensioner /Energy Management System w/ adjustable height in 1st Row • SOS Post-Crash Alert System • Perimeter Alert • Remote Keyless Fob •BLIS •Cross Traffic Brake Assist •Pre-Collision Mitigation System •Reverse Sensing System Police Up-fit Friendly •Consistent 11 -inch space between driver and passenger seats for aftermarket consoles (9 -inch center console mounting plate) • Console mounting plate • Dash pass-thru opening for aftermarket wiring •</p>		
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**Exhibit "A"**  
**Purchase Order for Two (2) Police Interceptors**

			Headliner- easy to service • Two (2) 50 amp battery ground circuits - power distribution junction block (repositioned behind 2nd row seat floorboard) • Grill Wiring • 100 Watt siren/Speaker Prep Kit Functional • Audio- AM/FM / MP3 Capable/ Clock/ 4-speakers- SYNC interface - Includes hands- free voice command support - USB Port - (1) - 8" Color LCD Screen Center- Stack "Smart Display" • Easy Fuel Capless Fuel-Filler • Fleet Telematics Modem to support Ford Pro " Telematics • Front door tether straps (driver/passenger) • Power pigtail harness • Simple Fleet Key; 4-keys • Two-way radio pre-wire • Two (2) 50 amp battery power circuits - power distribution junction block (behind 2nd row passenger seat floorboard) • Wipers - Front Speed - Sensitive Intermittent; Rear Dual Speed Wiper • Up fitter Interface System • PAITRO output tied to lift gate release switch • 3 Year 36,000 Mile Warranty-5 Year 100,000 mile Powertrain Warranty • Delivery under 75 miles			
2	2	99B	3.3L V- 6 TI- VCT Motor NA with 99C Motor		-\$2,661.00	-\$5,322.00
3	2	76D	Deflector Plate (engine and transmission shield)		\$320.00	\$640.00
4	2	67U	Ultimate Wiring Kit		\$602.00	\$1,204.00
5	2	67V	Connector Kit		\$188.00	\$376.00
	2	67H	Ready For the Road Package-OEM Lighting and Wiring Package		\$3,532.00	\$7,064.00
6	2		Keyed Alike CODE		\$47.00	\$94.00
7	2	68G	Rear Door Locks Inoperable		STD	STD
8	2	43A	Rear Auxiliary Lights		\$376.00	\$752.00
9	2	51T	Drivers Spot Light-Whelen		\$394.00	\$788.00
10	2	63B	Side Marker Lights		\$320.00	\$640.00
11	2	63 L	Quarter Glass Lights		\$546.00	\$1,092.00
12	2	66B	Tail Lamp Package		\$405.00	\$810.00
13	2	66C	Rear Light Package		\$432.00	\$864.00
14	2	21L	Front Auxiliary Light		\$46.00	\$92.00
15	2	UM	Agate Black		\$0.00	\$0.00
16	2		License and Title - Municipal Police		\$203.00	\$406.00
			Grand Total		\$52,865.00	\$105,730.00

**Purchase Order Comments****Authorized by:**


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 Casey Calvello, Chief of Police
**Approved by:**


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 Tanya Walker, Interim City Administrator

Exhibit "A"

Purchase Order for Two (2) Police Interceptors

[illegible]

## Exhibit "A"

## Purchase Order for Two (2) Police Interceptors

# City of Oakbrook Terrace

**17W275 Butterfield Road**

**Oakbrook Terrace, IL 60181-4041**

**Phone 630-941-8300**

**Fax 630-941-7254**

Supplier

Name	Currie Motors Commercial Center
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Address 1      10125 West Laraway

## Address 2

City, State &amp;

Zip                      Frankfort, IL 60423

## Receiving Report

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[illegible]

## Exhibit "B"

## Purchase Order for one (1) 2025 Jeep Grand Cherokee Altitude X

**CITY OF OAKBROOK TERRACE, ILLINOIS  
PURCHASE ORDER  
TERMS AND CONDITIONS****1. SERVICES & DELIVERABLES.**

Seller agrees to perform the services ("Services") and/or provide the goods or Service deliverables (collectively referred to as "Goods"), described in any purchase order, in accordance with the applicable purchase order, scope of work and with these Terms and Conditions ("Agreement"). Upon acceptance of a purchase order, shipment of Goods or commencement of a Service, Seller shall be bound by the provisions of this Agreement, including all provisions set forth on the face of any applicable purchase order, whether Seller acknowledges or otherwise signs this Agreement or the purchase order, unless Seller objects to such terms in writing prior to shipping Goods or commencing Services.

This writing does not constitute a firm offer within the meaning of Section 2-205 of the Illinois Commercial Code (810 ILCS 5/2-205) and may be revoked at any time prior to acceptance. This Agreement may not be added to, modified, superseded or otherwise altered, except by writing signed by the City of Oakbrook Terrace City Manager.

Any terms or conditions contained in any acknowledgment, invoice or other communication of Seller, which are inconsistent with the terms and conditions herein, are hereby rejected. To the extent that this Agreement might be treated as an acceptance of Seller's prior offer, such acceptance is expressly made on condition of assent by Seller to the terms hereof and shipment of the Goods, or beginning performance of any Services by Seller shall constitute such assent. The City of Oakbrook Terrace hereby reserves the right to reschedule any delivery or cancel any purchase order issued at any time prior to shipment of the Goods or prior to commencement of any Services. The City of Oakbrook Terrace shall not be subject to any charges or other fees as a result of such cancellation.

**2. DELIVERY.**

Time is of the essence. Delivery of Goods shall be made pursuant to the schedule, via the carrier and to the place specified on the face of the applicable purchase order. The City of Oakbrook Terrace reserves the right to return, shipping charges collect, all Goods received in advance of the delivery schedule. If no delivery schedule is specified, the order shall be filled promptly and delivery will be made by the most expeditious form of land transportation. If no method of shipment is specified in the purchase order, Seller shall use the least expensive carrier. In the event Seller fails to deliver the Goods within the time specified, the City of Oakbrook Terrace may, at its option, decline to accept the Goods and terminate the Agreement or may demand its allocable fair share of Seller's available Goods and terminate the balance of the Agreement. Seller shall package all items in suitable containers to permit safe transportation and handling. Each delivered container must be labeled and marked to identify contents without opening and all boxes and packages must contain packing sheets listing contents. The City of Oakbrook Terrace's purchase order number must appear on all shipping containers, packing sheets, delivery tickets and bills of lading.

**3. IDENTIFICATION, RISK OF LOSS & DESTRUCTION OF GOODS.**

Identification of the Goods shall occur in accordance with Section 2-501 of the Illinois Commercial Code (810 ILCS 5/2-501). Seller assumes all risk of loss until receipt by the City of Oakbrook Terrace. Title to the Goods shall pass to the City of Oakbrook Terrace upon receipt by it of the Goods at the designated destination. If the Goods ordered are destroyed prior to title passing to the City of Oakbrook Terrace, the City of Oakbrook Terrace may at its option cancel the Agreement or require delivery of substitute Goods of equal quantity and quality. Such delivery will be made as soon as commercially practicable. If loss of Goods is partial, the City of Oakbrook Terrace shall have the right to require delivery of the Goods not destroyed.

**4. PAYMENT.**

As full consideration for the performance of the Services, delivery of the Goods and the assignment of rights to the City of Oakbrook Terrace as provided herein, the City of Oakbrook Terrace shall pay Seller (i) the amount agreed upon and specified in the applicable purchase order; or (ii) Seller's quoted price on date of shipment (for Goods), or the date Services were started (for Services), whichever is lower. Applicable taxes and other charges such as

## Exhibit "B"

## Purchase Order for one (1) 2025 Jeep Grand Cherokee Altitude X

shipping costs, duties, customs, tariffs, imposts and government-imposed surcharges shall be stated separately on Seller's invoice. Payment is made when the City of Oakbrook Terrace's check is mailed. Payment shall not constitute acceptance. All personal property taxes assessable upon the Goods prior to receipt by the City of Oakbrook Terrace of Goods conforming to the purchase order shall be borne by Seller. Seller shall invoice the City of Oakbrook Terrace for all Goods delivered and all Services actually performed. Each invoice submitted by Seller must be provided to the City of Oakbrook Terrace within ninety (90) days of completion of the Services or delivery of Goods and must reference the applicable purchase order, and the City of Oakbrook Terrace reserves the right to return all incorrect invoices. Unless otherwise specified on the face of a purchase order, the City of Oakbrook Terrace shall pay the invoiced amount after receipt and approval of a correct invoice pursuant to the terms of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).

**5. WARRANTIES.**

**5.1 Services:** Seller represents and warrants that all Services shall be completed in a professional, workmanlike manner, with the degree of skill and care that is required by current, good and sound professional procedures. Further, Seller represents and warrants that the Services shall be completed in accordance with applicable specifications and shall be correct and appropriate for the purposes contemplated in this Agreement. Seller represents and warrants that the performance of Services under this Agreement will not conflict with, or be prohibited in any way by, any other agreement or statutory restriction to which Seller is bound.

**5.2 Goods:** Seller warrants that all Goods provided will be new and will not be used or refurbished. Seller warrants that all Goods delivered shall be free from defects in materials and workmanship and shall conform to all applicable specifications for a period of twelve (12) months from the date of delivery to the City of Oakbrook Terrace or for the period provided in Seller's standard warranty covering the Goods, whichever is longer. Seller hereby agrees that it will make spare parts available to the City of Oakbrook Terrace for a period of five (5) years from the date of shipment at Seller's then current price, less applicable discounts. Additionally, Goods purchased shall be subject to all written and oral express warranties made by Seller's agents, and to all warranties provided for by the Illinois Commercial Code. All warranties shall be construed as conditions as well as warranties and shall not be exclusive. Seller shall furnish to the City of Oakbrook Terrace Seller's standard warranty and service guaranty applicable to the Goods. All warranties and service guaranties shall run to the City of Oakbrook Terrace.

If the City of Oakbrook Terrace identifies a warranty problem with the Goods during the warranty period, the City of Oakbrook Terrace will promptly notify Seller of such problems and will return the Goods to Seller, at Seller's expense. Within five (5) business days of receipt of the returned Goods, Seller shall, at the City of Oakbrook Terrace's option, either repair or replace such Goods, or credit the City of Oakbrook Terrace's account for the same. Replacement and repaired Goods shall be warranted for the remainder of the warranty period or six (6) months, whichever is longer.

**6. INSPECTION.**

The City of Oakbrook Terrace shall have a reasonable time after receipt of Goods or Service deliverables and before payment to inspect them for conformity hereto, and Goods received prior to inspection shall not be deemed accepted until the City of Oakbrook Terrace has run an adequate test to determine whether the Goods conform to the specifications hereof. Use of a portion of the Goods for the purpose of testing shall not constitute an acceptance of the Goods. If Goods tendered do not wholly conform to the provisions hereof, the City of Oakbrook Terrace shall have the right to reject such Goods. Nonconforming Goods will be returned to Seller freight collect, and risk of loss will pass to Seller upon the City of Oakbrook Terrace's delivery to the common carrier.

**7. INDEPENDENT CONTRACTOR.**

The City of Oakbrook Terrace is interested only in the results obtained under this Agreement; the manner and means of achieving the results are subject to Seller's sole control. Seller is an independent contractor for all purposes, without express or implied authority to bind the City of Oakbrook Terrace by contract or otherwise. Neither Seller nor its employees, agents or subcontractors ("Seller's Assistants") are agents or employees of the City of Oakbrook Terrace, and, therefore, are not entitled to any employee benefits of the City of Oakbrook Terrace, including, but not

**Exhibit "B"****Purchase Order for one (1) 2025 Jeep Grand Cherokee Altitude X**

limited to, any type of insurance. Seller shall be responsible for all costs and expenses incident to performing its obligations under this Agreement and shall provide Seller's own supplies and equipment.

**8. SELLER RESPONSIBLE FOR TAXES AND RECORDS.**

The City of Oakbrook Terrace is a unit of government. No charges will be allowed for taxes from which the City of Oakbrook Terrace is exempt. The City of Oakbrook Terrace is not liable for the Illinois Retailer's Occupation Tax, the Service Occupation Tax or the Service Use Tax. The City of Oakbrook Terrace is also exempt from Federal Excise Transportation Tax. Seller shall be solely responsible for filing the appropriate federal, state and local tax forms and paying all such taxes or fees, including estimated taxes and employment taxes, due with respect to Seller's receipt of payment under this Agreement. The City of Oakbrook Terrace shall have no responsibility to pay or withhold from any payment to Seller under this Agreement, any federal, state or local taxes or fees. The City of Oakbrook Terrace will report amounts paid to Seller required to be reported by the Internal Revenue Code and the regulations issued thereunder by filing Form 1099-MISC with the Internal Revenue Service.

**9. INSURANCE.**

Seller shall be solely responsible for maintaining and requiring Seller's assistants to maintain such adequate health, auto, workers' compensation, unemployment compensation, disability, liability, and other insurance, as is required by law or as is the common practice in Seller's trades or businesses, whichever affords greater coverage. Upon request, Seller shall provide the City of Oakbrook Terrace with certificates of insurance or evidence of coverage before commencing performance under this Agreement. Seller shall provide adequate coverage for any City of Oakbrook Terrace property under the care, custody or control of Seller or Seller's assistants.

**10. INDEMNITY.**

Seller shall indemnify, hold harmless, and at the City of Oakbrook Terrace's request, defend the City of Oakbrook Terrace, its officers, trustees, agents and employees, against all claims, liabilities, damages, losses and expenses, including attorneys' fees and cost of suit arising out of or in any way connected with the Goods or Services provided under this Agreement, including, without limitation, (i) any claim based on the death or bodily injury to any person, destruction or damage to property, or contamination of the environment and any associated clean-up costs; (ii) Seller's failing to satisfy the Internal Revenue Service's guidelines for an independent contractor; (iii) any claim based on the negligence, omissions or willful misconduct of Seller or any Seller's assistants; and (iv) any claim by a third party against the City of Oakbrook Terrace alleging that the Goods or Services, the results of such Services, or any other products or processes provided under this Agreement infringe a patent, copyright, trademark, trade secret or other proprietary right of a third party, whether such are provided alone or in combination with other products, software or processes. Seller shall not settle any such suit or claim without the City of Oakbrook Terrace's prior written approval. Seller agrees to pay or reimburse all costs that may be incurred by the City of Oakbrook Terrace in enforcing this indemnity, including attorneys' fees.

Should the City of Oakbrook Terrace's use of any Goods or Services purchased from Seller be enjoined, be threatened by injunction, or be the subject of any legal proceeding, Seller shall, at its sole cost and expense, either (a) substitute fully equivalent non-infringing Goods or Services; (b) modify the Goods or Services so that they no longer infringe but remain fully equivalent in functionality; (c) obtain for the City of Oakbrook Terrace the right to continue using the Goods or Services; or (d) if none of the foregoing is possible, refund all amounts paid for the infringing Goods or Services.

**11. CONFIDENTIALITY.**

Seller may acquire knowledge of the City of Oakbrook Terrace Confidential Information (as defined below) in connection with its performance hereunder and agrees to keep such City of Oakbrook Terrace Confidential Information in confidence during and following termination or expiration of this Agreement. "City of Oakbrook Terrace Confidential Information" includes, but is not limited to, all information, whether written or oral, in any form, considered confidential by the City of Oakbrook Terrace relating to the business or governmental affairs of the City of Oakbrook Terrace which is disclosed directly or indirectly to Seller. In addition, the City of Oakbrook



## Exhibit "B"

## Purchase Order for one (1) 2025 Jeep Grand Cherokee Altitude X

Terrace Confidential Information means any third party's proprietary or confidential information disclosed to Seller in the course of providing Services or Goods to the City of Oakbrook Terrace. City of Oakbrook Terrace Confidential Information does not include any information (i) which Seller lawfully knew without restriction on disclosure before the City of Oakbrook Terrace disclosed it to Seller; (ii) which is now or becomes publicly known through no wrongful act or failure to act of Seller; (iii) which Seller developed independently without use of the City of Oakbrook Terrace Confidential Information, as evidenced by appropriate documentation; or (iv) which is hereafter lawfully furnished to Seller by a third party as a matter of right and without restriction on disclosure. In addition, Seller may disclose Confidential Information which is required to be disclosed pursuant to a requirement of a government agency or law so long as Seller provides prompt notice to the City of Oakbrook Terrace of such requirement prior to disclosure.

Seller agrees not to copy, alter or directly or indirectly disclose any the City of Oakbrook Terrace Confidential Information. Additionally, Seller agrees to limit its internal distribution of the City of Oakbrook Terrace Confidential Information to Seller's employees and contractors who have a need to know, and to take steps to ensure that the dissemination is so limited, including the execution by Seller's employees and contractors of nondisclosure agreements with provisions substantially similar to those set forth herein. In no event will Seller use less than the degree of care and means that it uses to protect its own information of like kind, but in any event not less than reasonable care to prevent the unauthorized use of the City of Oakbrook Terrace Confidential Information.

Seller further agrees not to use the City of Oakbrook Terrace Confidential Information except in the course of performing hereunder and will not use such City of Oakbrook Terrace Confidential Information for its own benefit or for the benefit of any third party. The mingling of the City of Oakbrook Terrace Confidential Information with information of Seller shall not affect the confidential nature or ownership of the same as stated hereunder. Seller agrees not to design or manufacture any products which incorporate the City of Oakbrook Terrace Confidential Information. All the City of Oakbrook Terrace Confidential Information is and shall remain the property of the City of Oakbrook Terrace. Upon the City of Oakbrook Terrace's written request or the termination of this Agreement, Seller shall return, transfer or assign to the City of Oakbrook Terrace all the City of Oakbrook Terrace Confidential Information, including all Work Product, as defined herein, and all copies thereof.

## 12. OWNERSHIP OF WORK PRODUCT.

For purposes of this Agreement, "Work Product" shall include, without limitation, all designs, discoveries, creations, works, devices, masks, models, work in progress, service deliverables, inventions, products, computer programs, procedures, improvements, developments, drawings, notes, documents, business processes, information and materials made, conceived or developed by Seller alone or with others which result from or relate to the Services performed hereunder. Standard Goods manufactured by Seller and sold to the City of Oakbrook Terrace without having been designed, customized or modified for the City of Oakbrook Terrace do not constitute Work Product. All Work Product shall at all times be and remain the sole and exclusive property of the City of Oakbrook Terrace. Seller hereby agrees to irrevocably assign and transfer to the City of Oakbrook Terrace and does hereby assign and transfer to the City of Oakbrook Terrace all of its worldwide right, title and interest in and to the Work Product including all associated intellectual property rights. The City of Oakbrook Terrace will have the sole right to determine the treatment of any Work Product, including the right to keep it as trade secret, execute and file patent applications on it, to use and disclose it without prior patent application, to file registrations for copyright or trademark in its own name or to follow any other procedure that the City of Oakbrook Terrace deems appropriate. Seller agrees: (a) to disclose promptly in writing to the City of Oakbrook Terrace all Work Product in its possession; (b) to assist the City of Oakbrook Terrace in every reasonable way, at the City of Oakbrook Terrace's expense, to secure, perfect, register, apply for, maintain, and defend for the City of Oakbrook Terrace's benefit all copyrights, patent rights, mask work rights, trade secret rights, and all other proprietary rights or statutory protections in and to the Work Product in the City of Oakbrook Terrace's name as it deems appropriate; and (c) to otherwise treat all Work Product as the City of Oakbrook Terrace Confidential Information as described above. These obligations to disclose, assist, execute and keep confidential survive the expiration or termination of this Agreement. All tools and equipment supplied by the City of Oakbrook Terrace to Seller shall remain the sole property of the City of Oakbrook Terrace.

**Exhibit "B"****Purchase Order for one (1) 2025 Jeep Grand Cherokee Altitude X**

Seller will ensure that Seller's assistants appropriately waive any and all claims and assign to the City of Oakbrook Terrace any and all rights or any interests in any Work Product or original works created in connection with this Agreement. Seller irrevocably agrees not to assert against the City of Oakbrook Terrace or its direct or indirect customers, assignees or licensees any claim of any intellectual property rights of Seller affecting the Work Product.

The City of Oakbrook Terrace will not have rights to any works conceived or reduced to practice by Seller which were developed entirely on Seller's own time without using equipment, supplies, facilities or trade secret or the City of Oakbrook Terrace Confidential Information, unless (i) such works relate to the City of Oakbrook Terrace's business, or the City of Oakbrook Terrace's actual or demonstrably anticipated research or development; or (ii) such works result from any Services performed by Seller for the City of Oakbrook Terrace.

**13. TERMINATION.**

The City of Oakbrook Terrace may terminate this Agreement upon written notice to Seller if Seller fails to perform or otherwise breaches this Agreement, files a petition in bankruptcy, becomes insolvent, or dissolves. In the event of such termination, the City of Oakbrook Terrace shall pay Seller for the portion of the Services satisfactorily performed and those conforming Goods delivered to the City of Oakbrook Terrace through the date of termination, less appropriate offsets, including any additional costs to be incurred by the City of Oakbrook Terrace in completing the Services.

The City of Oakbrook Terrace may terminate this Agreement, or any Service(s), for any other reason upon thirty (30) days' written notice to Seller. Seller shall cease to perform Services and/or provide Goods under this Agreement on the date of termination specified in such notice. In the event of such termination, the City of Oakbrook Terrace shall be liable to Seller only for those Services satisfactorily performed and those conforming Goods delivered to the City of Oakbrook Terrace through the date of termination, less appropriate offsets.

Seller may terminate this Agreement upon written notice to the City of Oakbrook Terrace if the City of Oakbrook Terrace fails to pay Seller within sixty (60) days after Seller notifies the City of Oakbrook Terrace in writing that payment is past due.

Upon the expiration or termination of this Agreement for any reason: (a) each party will be released from all obligations to the other arising after the date of expiration or termination, except for those which by their terms survive such termination or expiration; and (b) Seller will promptly notify the City of Oakbrook Terrace of all the City of Oakbrook Terrace Confidential Information or any Work Product in Seller's possession and, at the expense of Seller and in accordance with the City of Oakbrook Terrace's instructions, will promptly deliver to the City of Oakbrook Terrace all such the City of Oakbrook Terrace Confidential Information and/or Work Product.

**14. REMEDIES.**

If Seller breaches this Agreement, the City of Oakbrook Terrace shall have all remedies available by law and at equity. For the purchase of Goods, Seller's sole remedy in the event of breach of this Agreement by the City of Oakbrook Terrace shall be the right to recover damages in the amount equal to the difference between market price at the time of breach and the purchase price specified in the Agreement. No alternate method of measuring damages shall apply to this transaction. Seller shall have no right to resell Goods for the City of Oakbrook Terrace's account in the event of wrongful rejection, revocation of acceptance, failure to make payment or repudiation by the City of Oakbrook Terrace; and any resale so made shall be for the account of Seller.

**15. FORCE MAJEURE.**

The City of Oakbrook Terrace shall not be liable for any failure to perform including failure to (i) accept performance of Services; or (ii) take delivery of the Goods as provided caused by circumstances beyond its control which make such performance commercially impractical including, but not limited to, acts of God, fire, flood, acts of war, government action, accident, labor difficulties or shortage, inability to obtain materials, equipment or transportation. In the event the City of Oakbrook Terrace is so excused, either party may terminate the Agreement; and the City of Oakbrook Terrace shall at its expense and risk, return any Goods received to the place of shipment.

## Exhibit "B"

## Purchase Order for one (1) 2025 Jeep Grand Cherokee Altitude X

**16. SEVERABILITY.**

If any provision of this Agreement shall be deemed to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**17. LIMITATION OF LIABILITY.**

IN NO EVENT SHALL THE CITY OF OAKBROOK TERRACE BE LIABLE TO SELLER OR SELLER'S ASSISTANTS, OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT, WHETHER OR NOT THE CITY OF OAKBROOK TERRACE WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

**18. ASSIGNMENT; WAIVER.**

Seller may not assign this Agreement or any of its rights or obligations under this Agreement, without the prior written consent of the City of Oakbrook Terrace. Any assignment or transfer without such written consent shall be null and void. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the City of Oakbrook Terrace without restriction. A waiver of any default hereunder or of any term or condition of this Agreement shall not be deemed to be a continuing waiver or a waiver of any other default or any other term or condition.

**19. NONEXCLUSIVE AGREEMENT.**

This is not an exclusive agreement. The City of Oakbrook Terrace is free to engage others to perform Services or provide Goods the same as or similar to Seller's. Seller is free to, and is encouraged to, advertise, offer and provide Seller's Services and/or Goods to others provided, however, that Seller does not breach this Agreement.

**20. NOTICES.**

Except for Purchase Orders which may be sent by local mail, facsimile transmission, or electronically transmitted, all notices, and other communications hereunder shall be in writing, and shall be addressed to Seller or to an authorized City of Oakbrook Terrace representative, and shall be considered given when (a) delivered personally; (b) sent by confirmed telex or facsimile; (c) sent by commercial overnight courier with written verification receipt; or (d) three (3) days after having been sent, postage prepaid, by first class or certified mail.

**21. SURVIVAL OF OBLIGATIONS.**

Any obligations and duties which by their nature extend beyond the expiration or termination of this Agreement shall survive the expiration or termination of this Agreement.

**22. GOVERNING LAW.**

This Agreement shall be construed in accordance with, and disputes shall be governed by, the laws of the State of Illinois, excluding its conflict of law rules. The Circuit Court of DuPage County, Illinois, or the United States District Court for the Northern District of Illinois, Eastern Division, shall have jurisdiction and venue over all controversies arising out of, or relating to, this Agreement. The applicability of the U.N. Convention on Contracts for the International Sale of Goods is hereby expressly waived by the parties, and it shall not apply to the terms and conditions of this Agreement.

**23. ENTIRE AGREEMENT; MODIFICATION.**

This Agreement is the complete, final and exclusive statement of the terms of the agreement between the parties and supersedes any and all other prior and contemporaneous negotiations and agreements, whether oral or written, between them relating to the subject matter hereof. This Agreement may not be varied, modified, altered, or

## Exhibit "B"

## Purchase Order for one (1) 2025 Jeep Grand Cherokee Altitude X

amended except in writing, including a purchase order or a change order issued by the City of Oakbrook Terrace, signed by the parties. The terms and conditions of this Agreement shall prevail, notwithstanding any variance with the terms and conditions of any acknowledgment or other document submitted by Seller. Notwithstanding the foregoing, this Agreement will not supersede or take the place of any written agreement which is signed by both parties and covers the same subject matter as this Agreement or its related purchase orders.

**24. COMPLIANCE WITH LAWS.**

**24.1 General:** Seller shall comply fully with all applicable federal, state and local laws in the performance of this Agreement including, but not limited to, all applicable employment, tax, export control and environmental laws.

**24.2 Hazardous Materials:** If Goods include hazardous materials, Seller represents and warrants that Seller understands the nature of any hazards associated with the manufacture, handling and transportation of such hazardous materials.

**24.3 Customs:** Upon the City of Oakbrook Terrace's request, Seller will promptly provide the City of Oakbrook Terrace with a statement of origin for all Goods and United States Customs documentation for Goods wholly or partially manufactured outside of the United States.

**25. INJUNCTIVE RELIEF.**

Seller acknowledges and agrees that the obligations and promises of Seller under this Agreement are of a unique, intellectual nature giving them particular value. Seller's breach of any of the promises contained in this Agreement will result in irreparable and continuing damage to the City of Oakbrook Terrace for which there will be no adequate remedy at law and, in the event of such breach, the City of Oakbrook Terrace will be entitled to seek injunctive relief, or a decree of specific performance.

**26. CERTIFICATIONS.**

Seller hereby certifies to the City of Oakbrook Terrace the following:

**26.1** Seller is not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;

**26.2** Seller is not barred from contracting as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-totaling) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);

**26.3** Seller is not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1;

**26.4** Seller maintains and will maintain a drug-free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*);

**26.5** Seller provides equal employment opportunities in accordance with the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*);

**26.6** Seller is in compliance with 775 ILCS 5/2-105(A)(4) requiring a written sexual harassment policy;

**26.7** No City of Oakbrook Terrace 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 seller; or, if the Seller'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 Seller, 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

## Exhibit "B"

## Purchase Order for one (1) 2025 Jeep Grand Cherokee Altitude X

less than one percent (1%) of such Seller, the Seller has disclosed to the City in writing the name(s) of the holder of such interest;

**26.8** No officer or employee of City of Oakbrook Terrace 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 Seller in violation of Section 30.33 of the Code of Oakbrook Terrace, Illinois;

**26.9** The Seller has not given to any officer or employee of the City of Oakbrook Terrace 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; and

**26.10** Neither the Seller 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 Contractor 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.

## Exhibit "B"

## Purchase Order for one (1) 2025 Jeep Grand Cherokee Altitude X

## City of Oakbrook Terrace

## Purchase Order

17W275 Butterfield Road  
 Oakbrook Terrace, IL 60181-4041  
 Phone 630-941-8300  
 Fax 630-941-7254

**Supplier Name** Roesch Chrysler Dodge Jeep  
 Ram

**Order Date:** June 10, 2025

**Address 1** 200 West Grand Avenue

**Payment Terms:**

**Address 2**

**F.O.B. Point:**

**City, State Zip** Elmhurst, IL 60126

**Freight Terms:**

**E Mail:**

**Acct Code:**

**Phone:**

**Tax Exempt No.:**

**Attn:** Louis Zaino

**Ship To:**

City of Oakbrook Terrace  
 17W275 Butterfield Road  
 Oakbrook Terrace, IL 60181-4041  
 Phone: 630-941-8300  
 Attn: Casey Calvello, Chief of Police

**Invoice To:**

City of Oakbrook Terrace  
 17W275 Butterfield Road  
 Oakbrook Terrace, IL 60181-4041  
 Phone: 630-941-8300  
 Attn: Tanya Walker, Finance Director

Tax ID:		Ship via:		Required Ship Date:		
Item	Quantity	Part No.	Description	UM	Price	Total
1	1		2025 Jeep Grand Cherokee Altitude X VIN: 1 C4RJHAG7SC278006 Stock #: 21247 Mileage: Color: Diamond Black Crystal Pearlcoat		\$41,793.00	\$41,793.00
2	1		Government Fees		\$351.00	\$351.00
3	1		Proc/Doc Fees		\$367.70	\$367.70
4	1		Rebate		\$500.00	\$500.00
			Total			\$42,011.70

**Purchase Order Comments****Authorized by:**

Casey Calvello, Chief of Police

**Approved by:**

Tanya Walker, Interim City Administrator



## Exhibit “B”

# Purchase Order for one (1) 2025 Jeep Grand Cherokee Altitude X

## City of Oakbrook Terrace

**17W275 Butterfield Road**

**Oakbrook Terrace, IL 60181-4041**

**Phone 630-941-8300**

**Fax 630-941-7254**

## Supplier

Name Roesch Chrysler Dodge Jeep Ram

Address 1      200 West Grand Avenue

## Address 2

City, State &amp;

Zip Elmhurst, IL 60126

## Receiving Report

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[illegible]



## Exhibit "C"

## Purchase Order for one (1) 2025 Jeep Grand Cherokee Limited

**CITY OF OAKBROOK TERRACE, ILLINOIS  
PURCHASE ORDER  
TERMS AND CONDITIONS****1. SERVICES & DELIVERABLES.**

Seller agrees to perform the services ("Services") and/or provide the goods or Service deliverables (collectively referred to as "Goods"), described in any purchase order, in accordance with the applicable purchase order, scope of work and with these Terms and Conditions ("Agreement"). Upon acceptance of a purchase order, shipment of Goods or commencement of a Service, Seller shall be bound by the provisions of this Agreement, including all provisions set forth on the face of any applicable purchase order, whether Seller acknowledges or otherwise signs this Agreement or the purchase order, unless Seller objects to such terms in writing prior to shipping Goods or commencing Services.

This writing does not constitute a firm offer within the meaning of Section 2-205 of the Illinois Commercial Code (810 ILCS 5/2-205) and may be revoked at any time prior to acceptance. This Agreement may not be added to, modified, superseded or otherwise altered, except by writing signed by the City of Oakbrook Terrace City Manager.

Any terms or conditions contained in any acknowledgment, invoice or other communication of Seller, which are inconsistent with the terms and conditions herein, are hereby rejected. To the extent that this Agreement might be treated as an acceptance of Seller's prior offer, such acceptance is expressly made on condition of assent by Seller to the terms hereof and shipment of the Goods, or beginning performance of any Services by Seller shall constitute such assent. The City of Oakbrook Terrace hereby reserves the right to reschedule any delivery or cancel any purchase order issued at any time prior to shipment of the Goods or prior to commencement of any Services. The City of Oakbrook Terrace shall not be subject to any charges or other fees as a result of such cancellation.

**2. DELIVERY.**

Time is of the essence. Delivery of Goods shall be made pursuant to the schedule, via the carrier and to the place specified on the face of the applicable purchase order. The City of Oakbrook Terrace reserves the right to return, shipping charges collect, all Goods received in advance of the delivery schedule. If no delivery schedule is specified, the order shall be filled promptly and delivery will be made by the most expeditious form of land transportation. If no method of shipment is specified in the purchase order, Seller shall use the least expensive carrier. In the event Seller fails to deliver the Goods within the time specified, the City of Oakbrook Terrace may, at its option, decline to accept the Goods and terminate the Agreement or may demand its allocable fair share of Seller's available Goods and terminate the balance of the Agreement. Seller shall package all items in suitable containers to permit safe transportation and handling. Each delivered container must be labeled and marked to identify contents without opening and all boxes and packages must contain packing sheets listing contents. The City of Oakbrook Terrace's purchase order number must appear on all shipping containers, packing sheets, delivery tickets and bills of lading.

**3. IDENTIFICATION, RISK OF LOSS & DESTRUCTION OF GOODS.**

Identification of the Goods shall occur in accordance with Section 2-501 of the Illinois Commercial Code (810 ILCS 5/2-501). Seller assumes all risk of loss until receipt by the City of Oakbrook Terrace. Title to the Goods shall pass to the City of Oakbrook Terrace upon receipt by it of the Goods at the designated destination. If the Goods ordered are destroyed prior to title passing to the City of Oakbrook Terrace, the City of Oakbrook Terrace may at its option cancel the Agreement or require delivery of substitute Goods of equal quantity and quality. Such delivery will be made as soon as commercially practicable. If loss of Goods is partial, the City of Oakbrook Terrace shall have the right to require delivery of the Goods not destroyed.

**4. PAYMENT.**

As full consideration for the performance of the Services, delivery of the Goods and the assignment of rights to the City of Oakbrook Terrace as provided herein, the City of Oakbrook Terrace shall pay Seller (i) the amount agreed upon and specified in the applicable purchase order; or (ii) Seller's quoted price on date of shipment (for Goods), or the date Services were started (for Services), whichever is lower. Applicable taxes and other charges such as

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shipping costs, duties, customs, tariffs, imposts and government-imposed surcharges shall be stated separately on Seller's invoice. Payment is made when the City of Oakbrook Terrace's check is mailed. Payment shall not constitute acceptance. All personal property taxes assessable upon the Goods prior to receipt by the City of Oakbrook Terrace of Goods conforming to the purchase order shall be borne by Seller. Seller shall invoice the City of Oakbrook Terrace for all Goods delivered and all Services actually performed. Each invoice submitted by Seller must be provided to the City of Oakbrook Terrace within ninety (90) days of completion of the Services or delivery of Goods and must reference the applicable purchase order, and the City of Oakbrook Terrace reserves the right to return all incorrect invoices. Unless otherwise specified on the face of a purchase order, the City of Oakbrook Terrace shall pay the invoiced amount after receipt and approval of a correct invoice pursuant to the terms of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).

**5. WARRANTIES.**

**5.1 Services:** Seller represents and warrants that all Services shall be completed in a professional, workmanlike manner, with the degree of skill and care that is required by current, good and sound professional procedures. Further, Seller represents and warrants that the Services shall be completed in accordance with applicable specifications and shall be correct and appropriate for the purposes contemplated in this Agreement. Seller represents and warrants that the performance of Services under this Agreement will not conflict with, or be prohibited in any way by, any other agreement or statutory restriction to which Seller is bound.

**5.2 Goods:** Seller warrants that all Goods provided will be new and will not be used or refurbished. Seller warrants that all Goods delivered shall be free from defects in materials and workmanship and shall conform to all applicable specifications for a period of twelve (12) months from the date of delivery to the City of Oakbrook Terrace or for the period provided in Seller's standard warranty covering the Goods, whichever is longer. Seller hereby agrees that it will make spare parts available to the City of Oakbrook Terrace for a period of five (5) years from the date of shipment at Seller's then current price, less applicable discounts. Additionally, Goods purchased shall be subject to all written and oral express warranties made by Seller's agents, and to all warranties provided for by the Illinois Commercial Code. All warranties shall be construed as conditions as well as warranties and shall not be exclusive. Seller shall furnish to the City of Oakbrook Terrace Seller's standard warranty and service guaranty applicable to the Goods. All warranties and service guaranties shall run to the City of Oakbrook Terrace.

If the City of Oakbrook Terrace identifies a warranty problem with the Goods during the warranty period, the City of Oakbrook Terrace will promptly notify Seller of such problems and will return the Goods to Seller, at Seller's expense. Within five (5) business days of receipt of the returned Goods, Seller shall, at the City of Oakbrook Terrace's option, either repair or replace such Goods, or credit the City of Oakbrook Terrace's account for the same. Replacement and repaired Goods shall be warranted for the remainder of the warranty period or six (6) months, whichever is longer.

**6. INSPECTION.**

The City of Oakbrook Terrace shall have a reasonable time after receipt of Goods or Service deliverables and before payment to inspect them for conformity hereto, and Goods received prior to inspection shall not be deemed accepted until the City of Oakbrook Terrace has run an adequate test to determine whether the Goods conform to the specifications hereof. Use of a portion of the Goods for the purpose of testing shall not constitute an acceptance of the Goods. If Goods tendered do not wholly conform to the provisions hereof, the City of Oakbrook Terrace shall have the right to reject such Goods. Nonconforming Goods will be returned to Seller freight collect, and risk of loss will pass to Seller upon the City of Oakbrook Terrace's delivery to the common carrier.

**7. INDEPENDENT CONTRACTOR.**

The City of Oakbrook Terrace is interested only in the results obtained under this Agreement; the manner and means of achieving the results are subject to Seller's sole control. Seller is an independent contractor for all purposes, without express or implied authority to bind the City of Oakbrook Terrace by contract or otherwise. Neither Seller nor its employees, agents or subcontractors ("Seller's Assistants") are agents or employees of the City of Oakbrook Terrace, and, therefore, are not entitled to any employee benefits of the City of Oakbrook Terrace, including, but not

## Exhibit "C"

## Purchase Order for one (1) 2025 Jeep Grand Cherokee Limited

limited to, any type of insurance. Seller shall be responsible for all costs and expenses incident to performing its obligations under this Agreement and shall provide Seller's own supplies and equipment.

**8. SELLER RESPONSIBLE FOR TAXES AND RECORDS.**

The City of Oakbrook Terrace is a unit of government. No charges will be allowed for taxes from which the City of Oakbrook Terrace is exempt. The City of Oakbrook Terrace is not liable for the Illinois Retailer's Occupation Tax, the Service Occupation Tax or the Service Use Tax. The City of Oakbrook Terrace is also exempt from Federal Excise Transportation Tax. Seller shall be solely responsible for filing the appropriate federal, state and local tax forms and paying all such taxes or fees, including estimated taxes and employment taxes, due with respect to Seller's receipt of payment under this Agreement. The City of Oakbrook Terrace shall have no responsibility to pay or withhold from any payment to Seller under this Agreement, any federal, state or local taxes or fees. The City of Oakbrook Terrace will report amounts paid to Seller required to be reported by the Internal Revenue Code and the regulations issued thereunder by filing Form 1099-MISC with the Internal Revenue Service.

**9. INSURANCE.**

Seller shall be solely responsible for maintaining and requiring Seller's assistants to maintain such adequate health, auto, workers' compensation, unemployment compensation, disability, liability, and other insurance, as is required by law or as is the common practice in Seller's trades or businesses, whichever affords greater coverage. Upon request, Seller shall provide the City of Oakbrook Terrace with certificates of insurance or evidence of coverage before commencing performance under this Agreement. Seller shall provide adequate coverage for any City of Oakbrook Terrace property under the care, custody or control of Seller or Seller's assistants.

**10. INDEMNITY.**

Seller shall indemnify, hold harmless, and at the City of Oakbrook Terrace's request, defend the City of Oakbrook Terrace, its officers, trustees, agents and employees, against all claims, liabilities, damages, losses and expenses, including attorneys' fees and cost of suit arising out of or in any way connected with the Goods or Services provided under this Agreement, including, without limitation, (i) any claim based on the death or bodily injury to any person, destruction or damage to property, or contamination of the environment and any associated clean-up costs; (ii) Seller's failing to satisfy the Internal Revenue Service's guidelines for an independent contractor; (iii) any claim based on the negligence, omissions or willful misconduct of Seller or any Seller's assistants; and (iv) any claim by a third party against the City of Oakbrook Terrace alleging that the Goods or Services, the results of such Services, or any other products or processes provided under this Agreement infringe a patent, copyright, trademark, trade secret or other proprietary right of a third party, whether such are provided alone or in combination with other products, software or processes. Seller shall not settle any such suit or claim without the City of Oakbrook Terrace's prior written approval. Seller agrees to pay or reimburse all costs that may be incurred by the City of Oakbrook Terrace in enforcing this indemnity, including attorneys' fees.

Should the City of Oakbrook Terrace's use of any Goods or Services purchased from Seller be enjoined, be threatened by injunction, or be the subject of any legal proceeding, Seller shall, at its sole cost and expense, either (a) substitute fully equivalent non-infringing Goods or Services; (b) modify the Goods or Services so that they no longer infringe but remain fully equivalent in functionality; (c) obtain for the City of Oakbrook Terrace the right to continue using the Goods or Services; or (d) if none of the foregoing is possible, refund all amounts paid for the infringing Goods or Services.

**11. CONFIDENTIALITY.**

Seller may acquire knowledge of the City of Oakbrook Terrace Confidential Information (as defined below) in connection with its performance hereunder and agrees to keep such City of Oakbrook Terrace Confidential Information in confidence during and following termination or expiration of this Agreement. "City of Oakbrook Terrace Confidential Information" includes, but is not limited to, all information, whether written or oral, in any form, considered confidential by the City of Oakbrook Terrace relating to the business or governmental affairs of the City of Oakbrook Terrace which is disclosed directly or indirectly to Seller. In addition, the City of Oakbrook

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Terrace Confidential Information means any third party's proprietary or confidential information disclosed to Seller in the course of providing Services or Goods to the City of Oakbrook Terrace. City of Oakbrook Terrace Confidential Information does not include any information (i) which Seller lawfully knew without restriction on disclosure before the City of Oakbrook Terrace disclosed it to Seller; (ii) which is now or becomes publicly known through no wrongful act or failure to act of Seller; (iii) which Seller developed independently without use of the City of Oakbrook Terrace Confidential Information, as evidenced by appropriate documentation; or (iv) which is hereafter lawfully furnished to Seller by a third party as a matter of right and without restriction on disclosure. In addition, Seller may disclose Confidential Information which is required to be disclosed pursuant to a requirement of a government agency or law so long as Seller provides prompt notice to the City of Oakbrook Terrace of such requirement prior to disclosure.

Seller agrees not to copy, alter or directly or indirectly disclose any the City of Oakbrook Terrace Confidential Information. Additionally, Seller agrees to limit its internal distribution of the City of Oakbrook Terrace Confidential Information to Seller's employees and contractors who have a need to know, and to take steps to ensure that the dissemination is so limited, including the execution by Seller's employees and contractors of nondisclosure agreements with provisions substantially similar to those set forth herein. In no event will Seller use less than the degree of care and means that it uses to protect its own information of like kind, but in any event not less than reasonable care to prevent the unauthorized use of the City of Oakbrook Terrace Confidential Information.

Seller further agrees not to use the City of Oakbrook Terrace Confidential Information except in the course of performing hereunder and will not use such City of Oakbrook Terrace Confidential Information for its own benefit or for the benefit of any third party. The mingling of the City of Oakbrook Terrace Confidential Information with information of Seller shall not affect the confidential nature or ownership of the same as stated hereunder. Seller agrees not to design or manufacture any products which incorporate the City of Oakbrook Terrace Confidential Information. All the City of Oakbrook Terrace Confidential Information is and shall remain the property of the City of Oakbrook Terrace. Upon the City of Oakbrook Terrace's written request or the termination of this Agreement, Seller shall return, transfer or assign to the City of Oakbrook Terrace all the City of Oakbrook Terrace Confidential Information, including all Work Product, as defined herein, and all copies thereof.

## 12. OWNERSHIP OF WORK PRODUCT.

For purposes of this Agreement, "Work Product" shall include, without limitation, all designs, discoveries, creations, works, devices, masks, models, work in progress, service deliverables, inventions, products, computer programs, procedures, improvements, developments, drawings, notes, documents, business processes, information and materials made, conceived or developed by Seller alone or with others which result from or relate to the Services performed hereunder. Standard Goods manufactured by Seller and sold to the City of Oakbrook Terrace without having been designed, customized or modified for the City of Oakbrook Terrace do not constitute Work Product. All Work Product shall at all times be and remain the sole and exclusive property of the City of Oakbrook Terrace. Seller hereby agrees to irrevocably assign and transfer to the City of Oakbrook Terrace and does hereby assign and transfer to the City of Oakbrook Terrace all of its worldwide right, title and interest in and to the Work Product including all associated intellectual property rights. The City of Oakbrook Terrace will have the sole right to determine the treatment of any Work Product, including the right to keep it as trade secret, execute and file patent applications on it, to use and disclose it without prior patent application, to file registrations for copyright or trademark in its own name or to follow any other procedure that the City of Oakbrook Terrace deems appropriate. Seller agrees: (a) to disclose promptly in writing to the City of Oakbrook Terrace all Work Product in its possession; (b) to assist the City of Oakbrook Terrace in every reasonable way, at the City of Oakbrook Terrace's expense, to secure, perfect, register, apply for, maintain, and defend for the City of Oakbrook Terrace's benefit all copyrights, patent rights, mask work rights, trade secret rights, and all other proprietary rights or statutory protections in and to the Work Product in the City of Oakbrook Terrace's name as it deems appropriate; and (c) to otherwise treat all Work Product as the City of Oakbrook Terrace Confidential Information as described above. These obligations to disclose, assist, execute and keep confidential survive the expiration or termination of this Agreement. All tools and equipment supplied by the City of Oakbrook Terrace to Seller shall remain the sole property of the City of Oakbrook Terrace.

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Seller will ensure that Seller's assistants appropriately waive any and all claims and assign to the City of Oakbrook Terrace any and all rights or any interests in any Work Product or original works created in connection with this Agreement. Seller irrevocably agrees not to assert against the City of Oakbrook Terrace or its direct or indirect customers, assignees or licensees any claim of any intellectual property rights of Seller affecting the Work Product.

The City of Oakbrook Terrace will not have rights to any works conceived or reduced to practice by Seller which were developed entirely on Seller's own time without using equipment, supplies, facilities or trade secret or the City of Oakbrook Terrace Confidential Information, unless (i) such works relate to the City of Oakbrook Terrace's business, or the City of Oakbrook Terrace's actual or demonstrably anticipated research or development; or (ii) such works result from any Services performed by Seller for the City of Oakbrook Terrace.

**13. TERMINATION.**

The City of Oakbrook Terrace may terminate this Agreement upon written notice to Seller if Seller fails to perform or otherwise breaches this Agreement, files a petition in bankruptcy, becomes insolvent, or dissolves. In the event of such termination, the City of Oakbrook Terrace shall pay Seller for the portion of the Services satisfactorily performed and those conforming Goods delivered to the City of Oakbrook Terrace through the date of termination, less appropriate offsets, including any additional costs to be incurred by the City of Oakbrook Terrace in completing the Services.

The City of Oakbrook Terrace may terminate this Agreement, or any Service(s), for any other reason upon thirty (30) days' written notice to Seller. Seller shall cease to perform Services and/or provide Goods under this Agreement on the date of termination specified in such notice. In the event of such termination, the City of Oakbrook Terrace shall be liable to Seller only for those Services satisfactorily performed and those conforming Goods delivered to the City of Oakbrook Terrace through the date of termination, less appropriate offsets.

Seller may terminate this Agreement upon written notice to the City of Oakbrook Terrace if the City of Oakbrook Terrace fails to pay Seller within sixty (60) days after Seller notifies the City of Oakbrook Terrace in writing that payment is past due.

Upon the expiration or termination of this Agreement for any reason: (a) each party will be released from all obligations to the other arising after the date of expiration or termination, except for those which by their terms survive such termination or expiration; and (b) Seller will promptly notify the City of Oakbrook Terrace of all the City of Oakbrook Terrace Confidential Information or any Work Product in Seller's possession and, at the expense of Seller and in accordance with the City of Oakbrook Terrace's instructions, will promptly deliver to the City of Oakbrook Terrace all such the City of Oakbrook Terrace Confidential Information and/or Work Product.

**14. REMEDIES.**

If Seller breaches this Agreement, the City of Oakbrook Terrace shall have all remedies available by law and at equity. For the purchase of Goods, Seller's sole remedy in the event of breach of this Agreement by the City of Oakbrook Terrace shall be the right to recover damages in the amount equal to the difference between market price at the time of breach and the purchase price specified in the Agreement. No alternate method of measuring damages shall apply to this transaction. Seller shall have no right to resell Goods for the City of Oakbrook Terrace's account in the event of wrongful rejection, revocation of acceptance, failure to make payment or repudiation by the City of Oakbrook Terrace; and any resale so made shall be for the account of Seller.

**15. FORCE MAJEURE.**

The City of Oakbrook Terrace shall not be liable for any failure to perform including failure to (i) accept performance of Services; or (ii) take delivery of the Goods as provided caused by circumstances beyond its control which make such performance commercially impractical including, but not limited to, acts of God, fire, flood, acts of war, government action, accident, labor difficulties or shortage, inability to obtain materials, equipment or transportation. In the event the City of Oakbrook Terrace is so excused, either party may terminate the Agreement; and the City of Oakbrook Terrace shall at its expense and risk, return any Goods received to the place of shipment.

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## Purchase Order for one (1) 2025 Jeep Grand Cherokee Limited

**16. SEVERABILITY.**

If any provision of this Agreement shall be deemed to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**17. LIMITATION OF LIABILITY.**

IN NO EVENT SHALL THE CITY OF OAKBROOK TERRACE BE LIABLE TO SELLER OR SELLER'S ASSISTANTS, OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT, WHETHER OR NOT THE CITY OF OAKBROOK TERRACE WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

**18. ASSIGNMENT; WAIVER.**

Seller may not assign this Agreement or any of its rights or obligations under this Agreement, without the prior written consent of the City of Oakbrook Terrace. Any assignment or transfer without such written consent shall be null and void. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the City of Oakbrook Terrace without restriction. A waiver of any default hereunder or of any term or condition of this Agreement shall not be deemed to be a continuing waiver or a waiver of any other default or any other term or condition.

**19. NONEXCLUSIVE AGREEMENT.**

This is not an exclusive agreement. The City of Oakbrook Terrace is free to engage others to perform Services or provide Goods the same as or similar to Seller's. Seller is free to, and is encouraged to, advertise, offer and provide Seller's Services and/or Goods to others provided, however, that Seller does not breach this Agreement.

**20. NOTICES.**

Except for Purchase Orders which may be sent by local mail, facsimile transmission, or electronically transmitted, all notices, and other communications hereunder shall be in writing, and shall be addressed to Seller or to an authorized City of Oakbrook Terrace representative, and shall be considered given when (a) delivered personally; (b) sent by confirmed telex or facsimile; (c) sent by commercial overnight courier with written verification receipt; or (d) three (3) days after having been sent, postage prepaid, by first class or certified mail.

**21. SURVIVAL OF OBLIGATIONS.**

Any obligations and duties which by their nature extend beyond the expiration or termination of this Agreement shall survive the expiration or termination of this Agreement.

**22. GOVERNING LAW.**

This Agreement shall be construed in accordance with, and disputes shall be governed by, the laws of the State of Illinois, excluding its conflict of law rules. The Circuit Court of DuPage County, Illinois, or the United States District Court for the Northern District of Illinois, Eastern Division, shall have jurisdiction and venue over all controversies arising out of, or relating to, this Agreement. The applicability of the U.N. Convention on Contracts for the International Sale of Goods is hereby expressly waived by the parties, and it shall not apply to the terms and conditions of this Agreement.

**23. ENTIRE AGREEMENT; MODIFICATION.**

This Agreement is the complete, final and exclusive statement of the terms of the agreement between the parties and supersedes any and all other prior and contemporaneous negotiations and agreements, whether oral or written, between them relating to the subject matter hereof. This Agreement may not be varied, modified, altered, or

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## Purchase Order for one (1) 2025 Jeep Grand Cherokee Limited

amended except in writing, including a purchase order or a change order issued by the City of Oakbrook Terrace, signed by the parties. The terms and conditions of this Agreement shall prevail, notwithstanding any variance with the terms and conditions of any acknowledgment or other document submitted by Seller. Notwithstanding the foregoing, this Agreement will not supersede or take the place of any written agreement which is signed by both parties and covers the same subject matter as this Agreement or its related purchase orders.

**24. COMPLIANCE WITH LAWS.**

**24.1 General:** Seller shall comply fully with all applicable federal, state and local laws in the performance of this Agreement including, but not limited to, all applicable employment, tax, export control and environmental laws.

**24.2 Hazardous Materials:** If Goods include hazardous materials, Seller represents and warrants that Seller understands the nature of any hazards associated with the manufacture, handling and transportation of such hazardous materials.

**24.3 Customs:** Upon the City of Oakbrook Terrace's request, Seller will promptly provide the City of Oakbrook Terrace with a statement of origin for all Goods and United States Customs documentation for Goods wholly or partially manufactured outside of the United States.

**25. INJUNCTIVE RELIEF.**

Seller acknowledges and agrees that the obligations and promises of Seller under this Agreement are of a unique, intellectual nature giving them particular value. Seller's breach of any of the promises contained in this Agreement will result in irreparable and continuing damage to the City of Oakbrook Terrace for which there will be no adequate remedy at law and, in the event of such breach, the City of Oakbrook Terrace will be entitled to seek injunctive relief, or a decree of specific performance.

**26. CERTIFICATIONS.**

Seller hereby certifies to the City of Oakbrook Terrace the following:

**26.1** Seller is not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;

**26.2** Seller is not barred from contracting as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-totaling) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);

**26.3** Seller is not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1;

**26.4** Seller maintains and will maintain a drug-free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*);

**26.5** Seller provides equal employment opportunities in accordance with the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*);

**26.6** Seller is in compliance with 775 ILCS 5/2-105(A)(4) requiring a written sexual harassment policy;

**26.7** No City of Oakbrook Terrace 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 seller; or, if the Seller'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 Seller, 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

## Exhibit "C"

## Purchase Order for one (1) 2025 Jeep Grand Cherokee Limited

less than one percent (1%) of such Seller, the Seller has disclosed to the City in writing the name(s) of the holder of such interest;

**26.8** No officer or employee of City of Oakbrook Terrace 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 Seller in violation of Section 30.33 of the Code of Oakbrook Terrace, Illinois;

**26.9** The Seller has not given to any officer or employee of the City of Oakbrook Terrace 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; and

**26.10** Neither the Seller 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 Contractor 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.



City of Oakbrook Terrace

Purchase Order

17W275 Butterfield Road  
Oakbrook Terrace, IL 60181-4041  
Phone 630-941-8300  
Fax 630-941-7254

<b>Supplier Name</b> Roesch Chrysler Dodge Jeep Ram		<b>Order Date:</b> June 10, 2025
<b>Address 1</b>	200 West Grand Avenue	<b>Payment Terms:</b>
<b>Address 2</b>		<b>F.O.B. Point:</b>
<b>City, State Zip</b>	Elmhurst, IL 60126	<b>Freight Terms:</b>
<b>E Mail:</b>		<b>Acct Code:</b>
<b>Phone:</b>		<b>Tax Exempt No.:</b>
<b>Attn:</b> Louis Zaino		

<b>Ship To:</b> City of Oakbrook Terrace 17W275 Butterfield Road Oakbrook Terrace, IL 60181-4041 Phone: 630-941-8300 Attn: Casey Calvello, Chief of Police	<b>Invoice To:</b> City of Oakbrook Terrace 17W275 Butterfield Road Oakbrook Terrace, IL 60181-4041 Phone: 630-941-8300 Attn: Tanya Walker, Finance Director
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Tax ID:		Ship via:		Required Ship Date:		
Item	Quantity	Part No.	Description	UM	Price	Total
1	1		2025 Jeep Grand Cherokee Limited VIN: 1 C4RJHBG6SC320177 Stock #: 21306 Mileage: Color: Diamond Black Crystal Pearlcoat		\$47,519.00	\$47,519.00
2	1		Government Fees		\$351.00	\$351.00
3	1		Proc/Doc Fees		\$367.70	\$367.70
4	1		Rebate		\$250.00	\$250.00
			Total			\$47,987.70

Purchase Order Comments

Authorized by:

Casey Calvello, Chief of Police

Approved by:

Tanya Walker, Interim City Administrator

[illegible]

## City of Oakbrook Terrace

**17W275 Butterfield Road**

**Oakbrook Terrace, IL 60181-4041**

**Phone 630-941-8300**

**Fax 630-941-7254**

Supplier

Name Roesch Chrysler Dodge Jeep Ram

Address 1      200 West Grand Avenue

Address 2

City, State &amp;

Zip Elmhurst, IL 60126

## Receiving Report

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[illegible]

RESOLUTION NO. 25-08

**A RESOLUTION DESIGNATING FREEDOM OF INFORMATION ACT OFFICERS  
FOR THE CITY OF OAKBROOK TERRACE, ILLINOIS**

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**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 3.5 of the Freedom of Information Act (5 ILCS 140/3.5), Section 30.02 of the Code of Oakbrook Terrace, Illinois, provides that the Mayor designate one or more officials or employees to act as Freedom of Information Act Officers charged with receiving requests under the Freedom of Information Act, ensuring that the City is responding in a timely fashion, and issuing responses under the Freedom of Information Act; and

**WHEREAS**, the Mayor deems it is advisable, necessary and in the public interest that the City designate Addy Lozano, Police Department Records Supervisor, and Jodie Esposito, Administrative Assistant, to act as Freedom of Information Act Officers for the City;

**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:** The Mayor hereby designates Addy Lozano, Police Department Records Supervisor, and Jodie Esposito, Administrative Assistant, to act as Freedom of Information Act Officers for the City.

**Section 3:** The Mayor shall be and is hereby authorized and directed to execute and file with the City Clerk the Certificates of Appointment of Addy Lozano, Police Department Records Supervisor, and Jodie Esposito, Administrative Assistant, to act as Freedom of Information Act Officers for the City, copies of which are attached hereto marked as Exhibit “A” and made a part hereof.

**Section 4:** The penal sum of the bond of the Freedom of Information Act Officers for the City shall be in the amount of \$10,000.00.

**Section 5:** The corporate authorities of the City hereby approve Illinois Counties Risk Management Trust as surety on the bonds to be provided by the Freedom of Information Act Officers and hereby approve the bonds of the Freedom of Information Act Officers in the penal sums hereby established.

**Section 6:** The City shall pay out of its funds the cost of the official bonds furnished by the Freedom of Information Act Officers.

**Section 7:** Upon issuance and execution of the official bonds by the Freedom of Information Act Officers and by the surety, respectively, the bonds of the Freedom of Information Act Officers shall be filed in the office of the City Clerk.

**Section 8:** Upon Addy Lozano, Police Department Records Supervisor, and Jodie Esposito, Administrative Assistant, each taking the Oath of Office, copies of which are attached hereto marked as Exhibit “B” and made a part hereof, upon the issuance and execution of the official bonds by the Freedom of Information Act Officers and by the surety, respectively, and the filing of the bonds of the Freedom of Information Act Officers in the office of the City Clerk and the Freedom of Information Act Officers’ satisfying all other qualifications of office, the Mayor shall be and is hereby authorized and directed to execute and file with the City Clerk the Warrant of Commission of Addy Lozano, Police Department Records Supervisor, and Jodie Esposito, Administrative Assistant, copies of which are attached hereto marked as Exhibit “C” and made a part hereof.

**Section 9:** Addy Lozano, Police Department Records Supervisor, and Jodie Esposito, Administrative Assistant, each are hereby authorized and directed to successfully complete a training curriculum with the Public Access Counselor which has been established by the Office of the Illinois Attorney General within thirty (30) days of the effective date of this resolution. The Freedom of Information Officers shall annually thereafter complete a training curriculum with the Public Access Counselor.

**Section 10:** Addy Lozano, Police Department Records Supervisor, is hereby authorized and directed to post at the City’s administrative offices and on the City’s website, make available for inspection and copying and send through the mail if requested, the name of the Freedom of Information Officers.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]**

**Section 11:** This resolution shall be in full force and effect upon its passage and approval in accordance with law.

**ADOPTED** this 10<sup>th</sup> day of June 2025, pursuant to a roll call vote as follows:

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**ABSTENTION:** \_\_\_\_\_

**APPROVED** by me this 10<sup>th</sup> day of June 2025.

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

ATTESTED and filed in my office,  
this 10<sup>th</sup> day of June 2025.

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

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

## EXHIBIT "A"

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

**CERTIFICATE OF APPOINTMENT OF JODIE ESPOSITO AS  
FREEDOM OF INFORMATION ACT OFFICER**

TO: Michael Shadley, City Clerk

I, Paul Esposito, Mayor of the City of Oakbrook Terrace, DuPage County, Illinois, do hereby certify that Jodie Esposito has been duly designated by me on the 10<sup>th</sup> day of June 2025 to the office of Freedom of Information Act Officer of the City of Oakbrook Terrace, Illinois, for a term not to exceed that of the current Mayor of the City of Oakbrook Terrace and until her successor shall have been duly appointed and qualified.

Given under my hand and the Corporate Seal of Oakbrook Terrace, Illinois, this 10<sup>th</sup> day of June 2025.

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



**EXHIBIT “B”**

**CITY OF OAKBROOK TERRACE, ILLINOIS**

**OATH OF OFFICE OF ADDY LOZANO AS  
FREEDOM OF INFORMATION ACT OFFICER**

I, Addy Lozano, 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 Freedom of Information Act Officer of the City of Oakbrook Terrace according to the best of my ability.

Administered and sworn at Oakbrook Terrace, Illinois, this 10<sup>th</sup> day of June 2025.

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Addy Lozano

**EXHIBIT “B”**

**CITY OF OAKBROOK TERRACE, ILLINOIS**

**OATH OF OFFICE OF JODIE ESPOSITO AS  
FREEDOM OF INFORMATION ACT OFFICER**

I, Jodie Esposito, 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 Freedom of Information Act Officer of the City of Oakbrook Terrace according to the best of my ability.

Administered and sworn at Oakbrook Terrace, Illinois, this 10<sup>th</sup> day of June 2025.

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Jodie Esposito

**WARRANT OF COMMISSION  
FOR THE OFFICE OF FREEDOM OF INFORMATION ACT OFFICER  
OF THE CITY OF OAKBROOK TERRACE, ILLINOIS**

**WARRANT OF COMMISSION  
FOR THE OFFICE OF FREEDOM OF INFORMATION ACT OFFICER  
OF THE CITY OF OAKBROOK TERRACE, ILLINOIS**

**TO ALL TO WHOM THESE PRESENTS SHALL COME:**

Given under my hand and the Corporate Seal of Oakbrook Terrace, Illinois this 10<sup>th</sup> day of June 2025.

[Seal]

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

ORDINANCE NO. 25 - \_\_

**AN ORDINANCE TO APPROVE AND AUTHORIZE THE EXECUTION OF AN  
INTERGOVERNMENTAL PARK USE AGREEMENT BETWEEN THE CITY OF  
OAKBROOK TERRACE, ILLINOIS, AND THE  
OAKBROOK TERRACE PARK DISTRICT –  
SUMMER CONCERT SERIES**

---

**WHEREAS**, the City of Oakbrook Terrace, Illinois (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**, the Oakbrook Terrace Park District (the “Park District”) is the owner of, or otherwise controls certain public property known as Terrace View Park in the City;

**WHEREAS**, the City and the Park District as a units of local government have the authority, pursuant to the 1970 Illinois Constitution (Art. VII, Sec. 10) and the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) to enter into Intergovernmental Agreements;

**WHEREAS**, the City desires to host its Summer Concert Series at Terrace View Park in the City;

**WHEREAS**, the Park District has determined that it is necessary and desirable to permit the City to host its Summer Concert Series at Terrace View Park in the City; and

**WHEREAS**, the corporate authorities of the City have determined that it is necessary, desirable and in the best interests of the residents and businesses of the City for the City to enter into an Intergovernmental Park Use Agreement by and between the City of Oakbrook Terrace, Illinois, and the Oakbrook Terrace Park District for its Summer Concert Series;

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and the city council of the City of Oakbrook Terrace, DuPage County, Illinois:

**Section 1:** It is hereby determined that it is advisable, necessary and in the public interest that the City enter into an Intergovernmental Park Use Agreement by and between the City of Oakbrook Terrace, Illinois, and the Oakbrook Terrace Park District for its Summer Concert Series at Terrace View Park in the City, a copy of which is attached hereto, identified as Exhibit “A” and made a part hereof.

**Section 2:** The Mayor shall be and is hereby authorized and directed to execute and the City Clerk shall be and is hereby authorized and directed to attest and to place the municipal seal on the attached Intergovernmental Park Use Agreement by and between the City of Oakbrook Terrace, Illinois, and the Oakbrook Terrace Park District for its Summer Concert Series at Terrace View Park in the City.

**Section 3:** This ordinance shall be in full force and effect upon its passage, approval and publication in accordance with law.

**ADOPTED** this 24<sup>th</sup> day of June 2025, pursuant to a roll call vote as follows:

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**ABSTENTION:** \_\_\_\_\_

**APPROVED** by me this 24<sup>th</sup> day of June 2025.

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

**ATTESTED** and filed in my office,  
this 24<sup>th</sup> day of June 2025.

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

**Exhibit “A”**

**Intergovernmental Park Use Agreement by and between the City of Oakbrook Terrace,  
Illinois, and the Oakbrook Terrace Park District for its Summer Concert Series at  
Terrace View Park in the City of Oakbrook Terrace**

DRAFT

**INTERGOVERNMENTAL PARK USE AGREEMENT BY AND BETWEEN THE  
OAKBROOK TERRACE PARK DISTRICT AND THE  
CITY OF OAKBROOK TERRACE, ILLINOIS –  
SUMMER CONCERT SERIES**

This Intergovernmental Park Use Agreement (the “Agreement”) is made this 24<sup>th</sup> day of June 2025, by and between the Oakbrook Terrace Park District, an Illinois park district (the “Park District”) and the City of Oakbrook Terrace, an Illinois municipal corporation (the “City”).

**WITNESSETH:**

**WHEREAS**, the City and the Park District are public agencies authorized by Article VII, Section 10, of the Constitution of the State of Illinois of 1970 and by the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* to contract with any other public agency of Illinois or otherwise associate among themselves, and to exercise jointly, combine or transfer any power or function in any manner not prohibited by law or by ordinance;

**WHEREAS**, the Park District is the owner of, or otherwise controls, certain public property known as Terrace View Park in the City;

**WHEREAS**, the City desires to host its Summer Concert Series at Terrace View Park in the City on the following dates: June 27, 2025; July 11, 2025; July 18, 2025; July 25, 2025; August 1, 2025; August 8, 2025; August 15, 2025; August 22, 2025; August 29, 2025; September 5, 2025; September 12, 2025 (rain date) and September 19, 2025 (rain date);

**WHEREAS**, the Park District has determined that it is necessary and desirable to permit the City to host its Summer Concert Series at Terrace View Park in the City; and

**WHEREAS**, the City and the Park District have determined that it is necessary and desirable to set forth their mutual agreement regarding the use of Terrace View Park by the City;

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The City and the Park District hereby represent and warrant that the above recitals are accurate and correct and hereby incorporate them into this Agreement.

2. The Park District hereby grants the City exclusive use of Terrace View Park located at 17W063 Hodges Road, Oakbrook Terrace, Illinois 60181 commencing at noon on the following dates: June 27, 2025; July 11, 2025; July 18, 2025; July 25, 2025; August 1, 2025; August 8, 2025; August 15, 2025; August 22, 2025; August 29, 2025; September 5, 2025; September 12, 2025 (rain date) and September 19, 2025 (rain date) and concluding at the end of each day to host its Summer Concert Series. Each concert will include two performances, one to start at 7:00 p.m. and the second to start at 8:30 p.m. Any dates outside of the listed dates must be approved in writing at least four (4) weeks in advance.



3. The City shall provide continuous oversight during set-up, throughout the concerts, and during clean-up. The City shall be responsible for pick-up of garbage and other debris, as well as grounds maintenance if there is damage.

4. The event activities should center around the floating stage and nearby grass areas. The parking lot off Hodges Road near the Nature Center should remain accessible during set-up and takedown. Event parking should be limited to the parking garage next to the Fitness Center, and patrons who are arriving by car should enter through the Fitness Center entrance. It is the City's responsibility to reach out to Millbrook Properties to obtain permission to utilize the parking garage for event parking.

5. Set-up for the event shall not begin until noon on the stated concert date and takedown/clean-up shall be completed by the end of the day. The City shall provide the Park District with a blueprint of the event layout in advance of the event, including vendor locations. The City and its vendors may not drive on the grass/ballfield or drive vehicles over the culvert bridge. The City will provide all equipment and supplies for the event and leave the space exactly as it was found. Any maintenance work that needs to occur must have written approval from the Park District, and work must be scheduled with the Park District in advance.

6. The City is solely responsible for the direction of the City's employees and agents, if any, and for their actions in performing the work/services.

7. The City shall devote such times as is necessary to set up, host, dismantle and clean up after the event.

8. The City shall provide and keep force at all times during this Agreement, the following coverages: comprehensive General Liability Insurance including contractual liability coverage, with minimum limits of not less than One Million Dollars (\$1,000,000) per occurrence, and Two Million Dollars (\$2,000,000) annual aggregate; Property Damage Insurance, if applicable; full Worker's Compensation Insurance, if applicable, equal to the statutory amount required by law; and Employers Liability Insurance, if applicable, with limits of not less than One Million Dollars (\$1,000,000). All insurance carriers providing the coverage set forth herein shall have a rating of A: VII as assigned by A.M. Best & Co. and satisfactory to the Park District in its sole discretion. All certificates of insurance in connection herewith shall be furnished to the Park District no later than seven (7) days prior to the commencement date of this Agreement.

9. All insurance coverage provided by the City shall be primary coverage as to the Park District. Any insurance or self-insurance maintained by the Park District shall be in excess of the City's insurance and shall not contribute with it.

10. The Park District, its officers, agents and employees are to be covered as additional insureds under the General Liability insurance. The coverage shall contain no special limitation on the scope of protection afforded to the additional insureds. The policy and/or coverage shall also contain a "contractual liability" clause.

11. Should any of the above-described policies be canceled before the expiration date thereof, the City shall provide immediate notice to the Park District. Such cancellation shall be grounds for the Park District to immediately cancel this Agreement.

12. All vendors – both non-profit and corporate – must provide the Park District with a certificate of insurance evidencing insurance complying with the requirements of Sections 8 through 11, inclusive.

13. To the extent permitted by law, the City shall indemnify, save, defend and hold harmless the Park District, including its officers, officials, agents, volunteers and employees (collectively “Park District”) from and against any and all liabilities, obligations, claims, damages, penalties, wage and hour claims, cause of actions, costs and expenses (including reasonable attorney and paralegal fees) which the Park District may become obligated by reason of any accident, bodily injury, or death of persons, civil or constitutional rights violation, or loss or damage to tangible property, or any claim made under the Fair Labor Standards Act or any other federal or state law arising out of any negligent or wrongful act or omission of the City (or anyone acting on behalf of the City) and directly or indirectly in connection with, or under, or as a result of this Agreement.

14. Each of the parties shall comply with all applicable laws, rules and regulations promulgated by any federal, state, county, municipal, park district or any other governmental unit or regulatory body or court. The City shall further maintain all applicable licenses, certifications, and/or permits.

15. The Park District may terminate this Agreement in the event of breach of contract.

16. The City represents and warrants that the City and /or its contractors have the skills and knowledge necessary to set up, host, dismantle and clean up after the event in a safe, proper, efficient, thorough and satisfactory manner and understands that the Park District is relying on such representation in contracting with the City.

17. This Agreement shall not be construed as creating an employee/employer relationship or joint employment relationship between the parties. The parties are not entitled to any benefits or protections afforded employees of the other party or bound by any obligations of employees of the other party. Each party understands and agrees that it will not be covered under provisions of the unemployment compensation insurance of the other party or the workers' compensation insurance of the other party. Any injury or property damage caused by a party will be that party's sole responsibility and not the responsibility of the other party. Also, it is understood that the City is not protected as an employee or as a person acting as an agent or employee under the provisions of the general liability insurance of the Park District and that the Park District is not protected as an employee or as a person acting as an agent or employee under the provisions of the general liability insurance of the City. Therefore, the City will be solely responsible for the City's own actions, and that of the City's employees and agents, if any. The Park District will in no way defend the City in matters of such liability. Further, the Park District will be solely responsible for the Park District's own actions, and that of the Park District's employees and agents, if any. The City will in no way defend the Park District in matters of such liability.

18. It is the intention of the parties to create a non-exclusive intergovernmental relationship. The parties may engage in other business activities and provide similar services to other entities and business.

19. Employees of each party shall not hold themselves out as an employee or joint employee of the other party to members of the public.

20. The City is solely responsible to pay all applicable federal, state and local income and withholding tax obligations or contributions imposed by social security, unemployment insurance and worker's compensation insurance on behalf of the City's employees, if any.

21. All notices or other communications required or given under the terms of this Agreement shall be in writing and shall be delivered by: (i) receipted personal delivery; (ii) commercial overnight courier service; (iii) certified mail, return receipt requested; (iv) facsimile transmission; or (v) sent via electronic mail with any attachments in Portable Document Format (PDF) format, accompanied by a copy of the notice mailed by first-class mail, addressed to the parties as follows:

If to the City: City of Oakbrook Terrace  
17W275 Butterfield Road  
Oakbrook Terrace, IL 60181  
Attn: Tanya Walker, Interim City Administrator  
[twalker@oakbrookterrace.net](mailto:twalker@oakbrookterrace.net)

If to the Park District: Oakbrook Terrace Park District  
1S325 Ardmore Avenue  
Oakbrook Terrace, IL 60181  
Attn: Shannon Elsey, CPRE, Executive Director  
[shannon@obtpd.org](mailto:shannon@obtpd.org)

A notice shall be deemed to have been served: (i) upon the date of receipt if served by personal delivery or by commercial overnight courier service; (ii) upon the date of transmission of service by facsimile or electronic mail transmission, provided that the transmission is completed by 5:00 p.m., or if not completed by 5:00 p.m., on the next business day; or (iii) upon the second (2<sup>nd</sup>) business day following deposit with the U.S. Post Office and served by certified mail. Any party may change the address to which service of notices shall be effected by a notice in conformity with the provisions of this Paragraph 21.

22. In the event of the Park District's or the City'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 Park District or the City 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 Park District and the City agree as follows:

22.1. The Park District and the City 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, that 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.

22.2. If the Park District or the City 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 Park District or the City may reasonably recruit; and the Park District and the City will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.

22.3. In all solicitations or advertisements for employees placed by the Park District or the City or on the Park District's or the City's behalf, the Park District and the City 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.

22.4. The Park District and the City will send to each labor organization or representative of workers with which the Park District or the City has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the Park District's or the City'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 Park District or the City in the Park District's or the City's efforts to comply with the Illinois Human Rights Act and Illinois Department of Human Rights Rules and Regulations, the Park District or the City will promptly notify the Illinois Department of Human Rights; and the Park District or the City will recruit employees from other sources when necessary to fulfill its obligations under the contract.

22.5. The Park District and the City 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 Park District or the City, and in all respects comply with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.

22.6. The Park District and the City will permit access to all relevant books, records, accounts and work sites by personnel of the Park District, 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.

22.7. The Park District and the City 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 Agreement, the Park District and the City will be liable for compliance with applicable provisions of this clause by subcontractors; and further, it will promptly notify the Park District, 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 Park District or the City 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.

23. This Agreement contains the entire understanding between the parties and supersedes any prior understanding and agreements between them respecting the within subject matter. There are no representations, agreements or understandings, oral or written, by and between the parties hereto, relating to the subject matter of this Agreement which are not fully expressed herein. No modification of this Agreement shall be effective unless made in writing, signed by both parties and dated after the date hereof. This Agreement is non-assignable by the parties.

24. The Park District and the City will not maintain or provide for their employees any segregated facilities at any of their establishments, and not permit their employees to perform their services at any location, under their 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 Park District and the City shall (except where they have 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 Park District and the City will retain such certifications in its files.

25. The Park District and the City have and will have in place and will enforce a written sexual harassment policy in compliance with 775 ILCS 5/2-105(A)(4).

26. The Park District and the City shall maintain their respective 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 Park District or the City shall be available for review by the other. The Park District and the City shall cooperate with each other (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 Park District or 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 Park District or the City to maintain the books, records and supporting documents required by this section or the failure by the Park District or the City to provide full access to and copying of all relevant books and records within a time period which allows the Park District or 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 party served with the Freedom of Information Act request for the recovery of any funds paid by that party 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.

27. The invalidity of any provision of this Agreement shall not in any manner affect the validity of any other provision hereof; and each and every provision of this Agreement shall be enforceable regardless of the invalidity, if any, of any other provisions hereof.

28. Each party warrants to the other that it is authorized to execute, deliver and perform this Agreement. Each party warrants to the other that 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 others that such individual is authorized to execute this Agreement in the name of the party on whose behalf he or she executes it.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the date first above written by authorized agents for each party.

CITY:  
City of Oakbrook Terrace,  
an Illinois municipal corporation

PARK DISTRICT:  
Oakbrook Terrace Park District,  
an Illinois park district

By: \_\_\_\_\_  
Paul Esposito, Mayor

By: \_\_\_\_\_  
Roger Sweitzer, President

ATTEST:

ATTEST:

By: \_\_\_\_\_  
Michael Shadley, City Clerk

By: \_\_\_\_\_  
Susan Lugo, Secretary

ORDINANCE NO. 25 - \_\_

**AN ORDINANCE TO APPROVE AND AUTHORIZE THE EXECUTION OF AN INTERGOVERNMENTAL PARK USE AGREEMENT BETWEEN THE CITY OF OAKBROOK TERRACE, ILLINOIS, AND THE OAKBROOK TERRACE PARK DISTRICT FOR AN INDEPENDENCE DAY CELEBRATION – JULY 4, 2025**

---

**WHEREAS**, the City of Oakbrook Terrace, Illinois (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**, the Oakbrook Terrace Park District (the “Park District”) is the owner of, or otherwise controls, certain public property known as Terrace View Park in the City;

**WHEREAS**, the City as a unit of local government and the Park District have the authority, pursuant to the 1970 Illinois Constitution (Art. VII, Sec. 10) and the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) to enter into Intergovernmental Agreements;

**WHEREAS**, the City desires to host an Independence Day celebration at Terrace View Park in the City on July 4, 2025;

**WHEREAS**, the Park District has determined that it is necessary and desirable to permit the City to host an Independence Day celebration at Terrace View Park in the City on July 4, 2025; and

**WHEREAS**, the corporate authorities of the City have determined that it is necessary, desirable and in the best interests of the residents and businesses of the City for the City to enter into an Intergovernmental Park Use Agreement by and between the City of Oakbrook Terrace, Illinois, and the Oakbrook Terrace Park District for an Independence Day celebration;

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

**Section 1:** It is hereby determined that it is advisable, necessary and in the public interest that the City enter into an Intergovernmental Park Use Agreement by and between the City of Oakbrook Terrace, Illinois, and the Oakbrook Terrace Park District for an Independence Day celebration at Terrace View Park in the City on July 4, 2025, a copy of which is attached hereto, identified as Exhibit “A” and made a part hereof.

**Section 2:** The Mayor shall be and is hereby authorized and directed to execute and the City Clerk shall be and is hereby authorized and directed to attest and to place the municipal seal on the attached Intergovernmental Park Use Agreement by and between the City of Oakbrook Terrace, Illinois, and the Oakbrook Terrace Park District for an Independence Day celebration at Terrace View Park in the City on July 4, 2025.

**Section 3:** This ordinance shall be in full force and effect upon its passage, approval and publication in accordance with law.

**ADOPTED** this 24<sup>th</sup> day of June 2025, pursuant to a roll call vote as follows:

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**ABSTENTION:** \_\_\_\_\_

**APPROVED** by me this 24<sup>th</sup> day of June 2025.

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

**ATTESTED** and filed in my office,  
this 24<sup>th</sup> day of June 2025.

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



**Exhibit “A”**

**Intergovernmental Park Use Agreement by and between the City of Oakbrook Terrace,  
Illinois, and the Oakbrook Terrace Park District for an Independence Day celebration at  
Terrace View Park in the City on July 4, 2025**

DRAFT

**INTERGOVERNMENTAL PARK USE AGREEMENT BY AND BETWEEN THE  
OAKBROOK TERRACE PARK DISTRICT AND THE  
CITY OF OAKBROOK TERRACE, ILLINOIS**

This Intergovernmental Park Use Agreement (the “Agreement”) is made this 24<sup>th</sup> day of June 2025, by and between the Oakbrook Terrace Park District, an Illinois park district (the “Park District”) and the City of Oakbrook Terrace, an Illinois municipal corporation (the “City”).

**WITNESSETH:**

**WHEREAS**, the City and the Park District are public agencies authorized by Article VII, Section 10, of the Constitution of the State of Illinois of 1970 and by the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* to contract with any other public agency of Illinois or otherwise associate among themselves, and to exercise jointly, combine or transfer any power or function in any manner not prohibited by law or by ordinance;

**WHEREAS**, the Park District is the owner of, or otherwise controls certain public property known as Terrace View Park in the City;

**WHEREAS**, the City desires to host an Independence Day celebration at Terrace View Park in the City on July 4, 2025;

**WHEREAS**, the Park District has determined that it is necessary and desirable to permit the City to host an Independence Day celebration at Terrace View Park in the City on July 4, 2025; and

**WHEREAS**, the City and the Park District have determined that it is necessary and desirable to set forth their mutual agreement regarding the use of Terrace View Park by the City.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The City and the Park District hereby represent and warrant that the above recitals are accurate and correct and hereby incorporate them into this Agreement.

2. The Park District hereby grants the City exclusive use of Terrace View Park located at 17W063 Hodges Road, Oakbrook Terrace, Illinois, 60181 on Friday, July 4, 2025, to host its annual Independence Day (4<sup>th</sup> of July) celebration throughout the day and evening. Additionally, the Park District grants the City non-exclusive use of Terrace View Park commencing on the morning of Wednesday, July 2, 2025, and concluding at the end of the day on Monday, July 7, 2025, for set-up and clean-up.

3. The City shall provide continuous oversight during set-up, throughout the event and during clean-up. The City shall be responsible for pick-up of garbage and other debris, including fireworks debris, as well as grounds maintenance if there is damage no later than the end of the day on Monday, July 7, 2025, with the tents being removed on Saturday, July 5, 2025.

4. Event activities shall be spread throughout the park, including the floating stage, ball field and nearby grassy areas. The parking lot off Hodges Road near the Nature Center should remain accessible during set-up and takedown. Event parking on July 4, 2025, should be limited to the parking garage next to the Fitness Center; and patrons who are arriving by car should enter through the Fitness Center entrance. It is the City's responsibility to reach out to Millbrook Properties to obtain permission to utilize the parking garage for event parking.

5. Set-up for the event shall not begin until the morning of Wednesday, July 2, 2025, and takedown/clean-up shall be completed by the end of the day on Monday, July 7, 2025. The City shall provide the Park District with a blueprint of the event layout in advance of the event, including vendor locations. The City and its vendors may not drive on the grass/ballfield or drive vehicles over the culvert bridge. The City will provide all equipment and supplies for the event and leave space exactly as it was found. Any maintenance work that needs to occur must have written approval from the Park District, and work must be scheduled with the Park District in advance.

6. The City is solely responsible for the direction of the City's employees and agents, if any, and for their actions in performing the work/services.

7. The City shall devote such time as is necessary to set up, host, dismantle and clean up after the event.

8. The City shall provide and keep force at all times during this Agreement, the following coverages: comprehensive General Liability Insurance including contractual liability coverage, with minimum limits of not less than One Million Dollars (\$1,000,000) per occurrence, and Two Million Dollars (\$2,000,000) annual aggregate; Property Damage Insurance, if applicable; full Worker's Compensation Insurance, if applicable, equal to the statutory amount required by law; and Employers' Liability Insurance, if applicable, with limits of not less than One Million Dollars (\$1,000,000). All insurance carriers providing the coverage set forth herein shall have a rating of A: VII as assigned by A.M. Best & Co. and satisfactory to the Park District in its sole discretion. All certificates of insurance in connection herewith shall be furnished to the Park District no later than seven (7) days prior to the commencement date of this Agreement.

9. All insurance coverage provided by the City shall be primary coverage as to the Park District. Any insurance or self-insurance maintained by the Park District shall be in excess of the City's insurance and shall not contribute with it.

10. The Park District, its officers, agents and employees are to be covered as additional insureds under the General Liability insurance. The coverage shall contain no special limitation on the scope of protection afforded to the additional insureds. The policy and/or coverage shall also contain a "contractual liability" clause.

11. Should any of the above-described policies be canceled before the expiration date thereof, the City shall provide immediate notice to the Park District. Such cancellation shall be grounds for the Park District to immediately cancel this Agreement.

12. All vendors – both non-profit and corporate – must provide the Park District with a certificate of insurance evidencing insurance complying with the requirements of Sections 8 through 11, inclusive.

13. To the extent permitted by law, the City shall indemnify, save, defend and hold harmless the Park District, including its officers, officials, agents, volunteers and employees (collectively “Park District”) from and against any and all liabilities, obligations, claims, damages, penalties, wage and hour claims, cause of actions, costs and expenses (including reasonable attorney and paralegal fees) for which the Park District may become obligated by reason of any accident, bodily injury or death of persons, civil or constitutional rights violation, or loss or damage to tangible property, or any claim made under the Fair Labor Standards Act or any other federal or state law arising out of any negligent or wrongful act or omission of the City (or anyone acting on behalf of the City) and directly or indirectly in connection with, or under, or as a result of this Agreement.

14. Each of the parties shall comply with all applicable laws, rules and regulations promulgated by any federal, state, county, municipal, park district or any other governmental unit or regulatory body or court. The City shall further maintain all applicable licenses, certifications, and/or permits.

15. The Park District may terminate this Agreement in the event of a breach of contract.

16. The City represents and warrants that the City and /or its contractors have the skills and knowledge necessary to set up, host, dismantle and clean up after the event in a safe, proper, efficient, thorough and satisfactory manner and understands that the Park District is relying on such representation in contracting with the City.

17. This Agreement shall not be construed as creating an employee/employer relationship or joint employment relationship between the parties. The parties are not entitled to any benefits or protections afforded employees of the other party or bound by any obligations of employees of the other party. Each party understands and agrees that it will not be covered under provisions of the unemployment compensation insurance of the other party or the workers' compensation insurance of the other party. Any injury or property damage caused by a party will be that party's sole responsibility and not the responsibility of the other party. Also, it is understood that the City is not protected as an employee or as a person acting as an agent or employee under the provisions of the general liability insurance of the Park District and that the Park District is not protected as an employee or as a person acting as an agent or employee under the provisions of the general liability insurance of the City. Therefore, the City will be solely responsible for the City's own actions, and that of the City's employees and agents, if any. The Park District will in no way defend the City in matters of such liability. Further, the Park District will be solely responsible for the Park District's own actions, and that of the Park District's employees and agents, if any. The City will in no way defend the Park District in matters of such liability.

18. It is the intention of the parties to create a non-exclusive, intergovernmental relationship. The parties may engage in other business activities and provide similar services to other entities and business.

19. Employees of each party shall not hold themselves out as an employee or joint employee of the other party to members of the public.

20. The City is solely responsible to pay all applicable federal, state and local income and withholding tax obligations or contributions imposed by social security, unemployment insurance and worker's compensation insurance on behalf of the City's employees, if any.

21. All notices or other communications required or given under the terms of this Agreement shall be in writing and shall be delivered by: (i) receipted personal delivery; (ii) commercial overnight courier service; (iii) certified mail, return receipt requested; (iv) facsimile transmission; or (v) sent via electronic mail with any attachments in Portable Document Format (PDF) format, accompanied by a copy of the notice mailed by first-class mail, addressed to the parties as follows:

If to the City: City of Oakbrook Terrace  
17W275 Butterfield Road  
Oakbrook Terrace, IL 60181  
Attn: Tanya Walker, Interim City Administrator  
[twalker@oakbrookterrace.net](mailto:twalker@oakbrookterrace.net)

If to the Park District: Oakbrook Terrace Park District  
1S325 Ardmore Avenue  
Oakbrook Terrace, IL 60181  
Attn: Shannon Elsey, CPRE, Executive Director  
[shannon@obtpd.org](mailto:shannon@obtpd.org)

A notice shall be deemed to have been served: (i) upon the date of receipt if served by personal delivery or by commercial overnight courier service; (ii) upon the date of transmission of service by facsimile or electronic mail transmission, provided that the transmission is completed by 5:00 p.m., or if not completed by 5:00 p.m., on the next business day; or (iii) upon the second (2<sup>nd</sup>) business day following deposit with the U.S. Post Office and served by certified mail. Any party may change the address to which service of notices shall be effected by a notice in conformity with the provisions of this paragraph 21.

22. In the event of the Park District's or the City'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 Park District or the City 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 Park District and the City agree as follows:

22.1. The Park District and the City 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, that 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.

22.2. If the Park District or the City 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 Park District or the City may reasonably recruit; and the Park District and the City will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.

22.3. In all solicitations or advertisements for employees placed by the Park District or the City or on the Park District's or the City's behalf, the Park District and the City 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.

22.4. The Park District and the City will send to each labor organization or representative of workers with which the Park District or the City has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the Park District's or the City'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 Park District or the City in the Park District's or the City's efforts to comply with the Illinois Human Rights Act and Illinois Department of Human Rights Rules and Regulations, the Park District or the City will promptly notify the Illinois Department of Human Rights; and the Park District or the City will recruit employees from other sources when necessary to fulfill its obligations under the contract.

22.5. The Park District and the City 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 Park District or the City, and in all respects comply with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.

22.6. The Park District and the City will permit access to all relevant books, records, accounts and work sites by personnel of the Park District, 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.

22.7. The Park District and the City 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 Agreement, the Park District and the City will be liable for compliance with applicable provisions of this clause by subcontractors; and further, it will promptly notify the Park District, 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 Park District or the City 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.

23. This Agreement contains the entire understanding between the parties and supersedes any prior understanding and agreements between them respecting the within subject matter. There are no representations, agreements or understandings, oral or written, by and between the parties hereto, relating to the subject matter of this Agreement which are not fully expressed herein. No modification of this Agreement shall be effective unless made in writing, signed by both parties and dated after the date hereof. This Agreement is non-assignable by the parties.

24. The Park District and the City will not maintain or provide for their employees any segregated facilities at any of their establishments, and not permit their employees to perform their services at any location, under their 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 Park District and the City shall (except where they have 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 Park District and the City will retain such certifications in its files.

25. The Park District and the City have and will have in place and will enforce a written sexual harassment policy in compliance with 775 ILCS 5/2-105(A)(4).

26. The Park District and the City shall maintain their respective 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 Park District or the City shall be available for review by the other. The Park District and the City shall cooperate with each other (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 Park District or 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 Park District or the City to maintain the books, records and supporting documents required by this section or the failure by the Park District or the City to provide full access to and copying of all relevant books and records within a time period which allows the Park District or 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 party served with the Freedom of Information Act request for the recovery of any funds paid by that party 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.

27. The invalidity of any provision of this Agreement shall not in any manner affect the validity of any other provision hereof; and each and every provision of this Agreement shall be enforceable regardless of the invalidity, if any, of any other provisions hereof.

28. Each party warrants to the other that it is authorized to execute, deliver and perform this Agreement. Each party warrants to the other that 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 others that such individual is authorized to execute this Agreement in the name of the party on whose behalf he or she executes it.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written by authorized agents for each party.

CITY:  
City of Oakbrook Terrace,  
an Illinois municipal corporation

PARK DISTRICT:  
Oakbrook Terrace Park District,  
an Illinois park district

By: \_\_\_\_\_  
Paul Esposito, Mayor

By: \_\_\_\_\_  
Roger Sweitzer, President

ATTEST:

ATTEST:

By: \_\_\_\_\_  
Michael Shadley, City Clerk

By: \_\_\_\_\_  
Susan Lugo, Secretary



**RESOLUTION NO. 25 -**

**A RESOLUTION APPOINTING AN AUTHORIZED AGENT TO THE  
ILLINOIS MUNICIPAL RETIREMENT FUND FOR THE  
CITY OF OAKBROOK TERRACE, ILLINOIS**

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**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**, the City participates in the Illinois Municipal Retirement Fund;

**WHEREAS**, Section 7-135 of the Illinois Pension Code (40 ILCS 5/7-135) provides for each participating municipality to appoint an authorized agent to the Illinois Municipal Retirement Fund who shall have the powers and duties set forth in that section; and

**WHEREAS**, the Mayor has proposed to the corporate authorities for approval, JoEllen Wade for appointment as the authorized agent to Illinois Municipal Retirement Fund who shall have the powers and duties set forth in Section 7-135 of the Illinois Pension Code (40 ILCS 5/7-135);

**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:** The Mayor hereby appoints JoEllen Wade to be the City’s authorized agent to Illinois Municipal Retirement Fund who shall have the powers and duties set forth in Section 7-135 of the Illinois Pension Code (40 ILCS 5/7-135), subject to the approval of the corporate authorities.

**Section 3:** The corporate authorities of the City hereby approve the appointment of JoEllen Wade to be the City’s authorized agent to Illinois Municipal Retirement Fund who shall have the powers and duties set forth in Section 7-135 of the Illinois Pension Code (40 ILCS 5/7-135), effective immediately.

**Section 4:** All resolutions or parts of resolutions in conflict with the provisions of this resolution and hereby repealed to the extent of the conflict.

**[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

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

**ADOPTED** this 24<sup>th</sup> day of June 2025, pursuant to a roll call vote as follows:

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**ABSTENTION:** \_\_\_\_\_

**APPROVED** by me this 24<sup>th</sup> day of June 2025.

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

**ATTESTED** and filed in my office,  
this 24<sup>th</sup> day of June 2025.

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

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

**CERTIFICATE**

I, Michael Shadley, being the duly appointed and qualified City Clerk of the City of Oakbrook Terrace, DuPage County, Illinois, do hereby certify that the foregoing resolution is a true and correct copy of Resolution No. 25-\_\_\_ entitled:

**A RESOLUTION APPOINTING AN AUTHORIZED AGENT TO THE  
ILLINOIS MUNICIPAL RETIREMENT FUND FOR THE  
CITY OF OAKBROOK TERRACE, ILLINOIS**

passed and approved by the city council of the City of Oakbrook Terrace, Illinois, at a regular city council meeting properly noticed and held on the 24<sup>th</sup> day of June 2025 and on file in my custody.

**WITNESS MY HAND** and the corporate seal of said City of Oakbrook Terrace this 24<sup>th</sup> day of June 2025.

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