

City of Oakbrook Terrace

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



City Council Regular Meeting Agenda

Tuesday, June 24, 2025 at 7:00 PM

Council Chambers - City Hall - 17W261 Butterfield Road



CITY COUNCIL REGULAR MEETING AGENDA

Tuesday, June 24, 2025 at 7:00 PM

Council Chambers - City Hall - 17W261 Butterfield Road

www.oakbrookterrace.net

Mayor Paul Esposito

City Council Members: City Clerk Michael Shadley

Ward 1: Alderman Charlie Barbari and Alderman 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

1. Approval of Minutes for May 27, 2025 and June 10, 2025

VI. PUBLIC PARTICIPATION

VII. ACTION ITEMS / CONSENT AGENDA

1. **Payment of City Bills:** June 24, 2025, In The Amount Of \$121,029.92
2. **Resolution No. 25-09:** A Resolution Appointing Freedom of Information Act Officers for the City of Oakbrook Terrace- 2025
3. **Ordinance No. 25- 24:** 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;
4. **Ordinance No. 25-25:** 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;
5. **Resolution No. 25-10** Resolution Appointing an Authorized Agent to the Illinois Municipal Retirement Fund for the City of Oakbrook Terrace, Illinois.

VIII. ITEMS REMOVED FROM THE CONSENT AGENDA

IX. RECESS TO COMMITTEE OF THE WHOLE

X. MAYOR ESPOSITO

XI. COMMITTEE OF THE WHOLE

1. Concept Plan - 18th Street Terrace Reserve (Gateway Development Partners, Inc)

Recommended Action: Information/Discussion Only

2. An Ordinance Amending the Provisions of the Chapter 30 Entitled "General Provisions" of Title III Entitled "Administration" of the Code of Ordinances - 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.

3. **Resolution No. 25-10** A Resolution to Approve and Authorize the Execution of an Employment Separation and Release Agreement. The Employment Separation and Release Agreement is consistent with the authorization granted by the city council during the closed session held at the last city council meeting.

Recommended Action: Convene to Executive Session for discussion

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

1. *Closed Session 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. **Resolution No. 25-10** A Resolution to Approve and Authorize the Execution of an Employment Separation and Release Agreement. The Employment Separation and Release Agreement is consistent with the authorization granted by the city council during the closed session held at the last city council meeting.

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

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



City Council Regular Meeting Minutes

Tuesday, May 27, 2025 at 7:00 PM

Council Chambers - City Hall - 17W261 Butterfield Road



CITY COUNCIL REGULAR MEETING MINUTES

Tuesday, May 27, 2025 at 7:00 PM

Council Chambers - City Hall - 17W261 Butterfield Road

www.oakbrookterrace.net

Mayor Paul Esposito

City Council Members: City Clerk Michael Shadley

Ward 1: Alderman Charlie Barbari and Alderman Eric Biskup

Ward 2: Alderman Michael Sarallo and Alderman Dennis Greco

Ward 3: Alderman Bob Rada and Alderwoman Mary Fitzgerald

I. CALL TO ORDER

Mayor Esposito called the May 27, 2025, Regular and Committee of the Whole Meeting of the City Council to order at 7:00 P.M.

II. ROLL CALL

Roll call indicated the following City Council members in attendance:

Present: Barbari, Fitzgerald, Greco, Rada, Sarallo and Mayor Esposito

Absent: Biskup

Also in attendance: Assistant to the City Administrator A. Raffel, Public Services Director C. Ward, Acting City Administrator T. Walker and City Attorney R. Ramello.

III. PLEDGE OF ALLEGIANCE

Mayor Esposito led everyone in the Pledge of Allegiance.

IV. ADDITIONS OR DELETIONS TO THE AGENDA

Alderman Greco asked to discuss the police investigation and City Administrator J. Ritz. It was agreed to add those items to the agenda for discussion.

Mayor Esposito asked for a motion to table item XVII. NEW BUSINESS: Resolution No. 25-06: A Resolution To Authorize The Release Of Certain Executive Session Minutes In The Years 1995-2025 Of The City Council Of The City Of Oakbrook Terrace, Illinois.

Motion to table Resolution No. 25-06: A Resolution To Authorize The Release Of Certain Executive Session Minutes In The Years 1995-2025 Of The City Council Of The City Of Oakbrook Terrace, Illinois was made by Alderman Greco and seconded by Alderman Rada. Roll call vote was taken:

Ayes: Barbari, Fitzgerald, Greco, and Rada

Nays: Sarallo

Absent: Biskup

V. APPROVAL OF MINUTES - CHANGES OR CORRECTIONS

1. Meeting Minutes of May 13, 2025.

Motion to approve the May 13, 2025 minutes of the Regular City Council and Committee of the Whole, as presented, was made by Alderman Greco and seconded by Alderwoman Fitzgerald. Acclimation vote was taken:

Ayes: Barbari, Fitzgerald, Greco, Rada, and Sarallo

Nays: None

Absent: Biskup

Motion passed.

VI. PUBLIC PARTICIPATION

None

VII. ACTION ITEMS / CONSENT AGENDA

Motion to approve the Action Items/Consent Agenda of May 27, 2025, Regular City Council and Committee of the Whole was made by Alderman Barbari and seconded by Alderman Rada. Roll call vote was taken:

Ayes: Barbari, Fitzgerald, Greco, Rada, and Sarallo

Nays: None

Absent: Biskup

Motion passed.

VIII. ITEMS REMOVED FROM THE CONSENT AGENDA

None

IX. RECESS TO COMMITTEE OF THE WHOLE

Motion to recess to the Committee of the Whole portion of this meeting was made by Alderman Sarallo and seconded by Alderwoman Fitzgerald. An acclamation vote was taken:

Ayes: Barbari, Fitzgerald, Greco, Rada, and Sarallo

Nays: None

Absent: Biskup

Motion passed.

X. MAYOR ESPOSITO

1. Mayor Esposito reminded everyone of the Employee Appreciation Dinner.
2. Mayor Esposito reminded everyone of the city-wide garage sale.
3. Mayor Esposito thanked all the residents for taking time to be on boards and commissions. He announced appointments to various commissions including the Police Commission, Planning & Zoning Commission and Police Pension Board
4. Mayor Esposito addressed the letter he and the City Council received May 25, 2025. He noted that the investigator was on vacation in early May and has started collecting information. The investigator will begin interviews once data collection is complete.

XI. COMMITTEE OF THE WHOLE

1. 2024 Curb Replacement Project - Pay Request No. 1.

Mayor Esposito requested the City Council review the memorandum prepared by Public Services Director C. Ward.

Public Services Director C. Ward explained they have completed 4,000 feet of curb replacement on Marshall Road, Nimitz Road and Elder Lane. This represents about 95% of the project.

It is recommended to hold back 5% for any landscape restoration that may be needed.

Aldermen Greco & Sarallo complimented the contractor's work and how quickly they completed the job.

Public Services Director C. Ward agreed that the company has been great to work with and did a great job.

Alderman Rada inquired how long it would take to complete the curb replacement project. Public Services Director C. Ward noted at this rate it would take about five years.

Recommended Action: Item has been sent to the subsequent Consent Agenda.

2. Draft Ordinance Authorizing And Ratifying The Issuance Of Purchase Orders For The Purchase Of A 2025 Ford F-550 4X4 With Crane Body Versalift SST-40 For The City Of Oakbrook Terrace, Illinois

Mayor Esposito stated that during the 2025/2026 Budget Presentations Public Services Director C. Ward requested the replacement of our old T-2 lift truck due to its current age and condition.

Alderman Rada asked for clarification on what a Versalift SST-40 is? Public Services Director C. Ward stated it is a lift truck. He also noted that we would place the old T-2 on the surplus list and place it for auction.

Recommended Action: Item has been sent to the subsequent Consent Agenda.

3. Draft Resolution Designating Freedom Of Information Act Officers For The City Of Oakbrook Terrace, Illinois

Mayor Esposito requested the City Council review the resolution prepared by City Attorney R. Ramello.

Mayor Esposito noted that all appointments expire with the term of the mayor and as a result he needs to re-appoint individuals to the role of FOIA officer. He is recommending Jodie Esposito since she has served as the City's FOIA officer for the past five years and Acting City Administrator T. Walker because historically the City Administrator has also served as the FOIA officer.

Alderwoman Fitzgerald expressed some concerns that when Acting City Administrator T. Walker was serving only in the Finance Director role, she noted that staff was stretched thin. Now, she is serving in the interim administrator role and that has given her additional responsibilities. She felt that adding another responsibility would be a burden for Acting City Administrator T. Walker and she should be given the opportunity to focus on her responsibilities as the Acting City Administrator and Finance Director.

Alderman Barbari, Greco and Rada concurred with Alderwoman Fitzgerald.

Alderman Sarallo had no objection. He inquired if we historically had the City Administrator serve in the role of FOIA officer. He noted that typically the FOIA officer distributes the request to the appropriate department, and they prepare a response. He said that if she needed assistance, we would give it to her.

Recommended Action: The item will be placed on the next City Council Agenda and they will have a roll call vote.

4. Discussion regarding former City Administrator J. Ritz

Alderman Greco inquired why former City Administrator J. Ritz was removed from his position. Mayor Esposito explained that Mr. Ritz's appointment was up with the term of the Mayor, and it was the Mayor's appointment. It was his opinion with the concurrence of some Alderman that a change was needed. He noted that in the interim there are some other unresolved issues that would impact his ability to do the job.

XII. COUNCIL MEMBER COMMENTS

Alderman Rada & Barbari had none.

Alderman Sarallo inquired why we were able to add items to the agenda. Attorney R. Ramello explained that items for discussion can be added to an agenda, but no formal action can be taken unless the item is listed on the agenda.

Alderman Greco thanked John Valle for his service to the City.

Alderwoman Fitzgerald asked about the status of the implementation of the strategic plan and comprehensive plan. She wanted to ensure that the plans did not just sit on a shelf. Alderman Greco concurred with her. Mayor Esposito suggested adding this item to the next Committee of the Whole for discussion.

XIII. CITY ATTORNEY

None

XIV. CITY CLERK

None

XV. CITY ADMINISTRATOR

Acting City Administrator T. Walker provided an update on the status of the investigation. Alderwoman Fitzgerald inquired about the start date of the investigation, status of interviews and timeline. She noted that she takes these concerns seriously.

Some alderman expressed concern that the officers were not notified when the investigation began.

Alderman Greco wanted to make sure that if any concerns are identified in the report that we will take corrective action.

Mayor Esposito stated that he does not have a specific timeline for the investigation, but if he does he will share it with the City Council.

XVI. RECONVENE THE CITY COUNCIL MEETING

Motion to reconvene the City Council meeting was made by Alderman Greco and seconded by Alderman Sarallo. An acclamation vote was taken.

Ayes: Barbari, Fitzgerald, Greco, Rada, and Sarallo

Nays: None

Absent: Biskup

Motion passed.

XVII. NEW BUSINESS

None

ADJOURN

Motion to adjourn was made by Alderman Sarallo and seconded by Alderwoman Fitzgerald at 7:49 P.M.

Ayes: Barbari, Fitzgerald, Greco, Rada, and Sarallo

Nays: None

Absent: Biskup

Motion carried unanimously.

Respectfully submitted,

Sarah Cavazos, Recording Secretary

Attested:

Michael Shadley
City Clerk

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.

DRAFT

Attested:

Michael Shadley
City Clerk

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

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



City Council Regular Meeting Minutes

Tuesday, June 10, 2025 at 7:00 PM

Council Chambers - City Hall - 17W261 Butterfield Road



CITY COUNCIL REGULAR MEETING MINUTES

Tuesday, June 10, 2025 at 7:00 PM

Council Chambers - City Hall - 17W261 Butterfield Road

www.oakbrookterrace.net

Mayor Paul Esposito

City Council Members: City Clerk Michael Shadley

Ward 1: Alderman Charlie Barbari and Alderman Eric Biskup

Ward 2: Alderman Michael Sarallo and Alderman Dennis Greco

Ward 3: Alderman Bob Rada and Alderwoman Mary Fitzgerald

I. CALL TO ORDER

Mayor Esposito called the June 10, 2025, Regular and Committee of the Whole Meeting of the City Council to order at 7:00 P.M.

II. ROLL CALL

Roll call indicated the following City Council members in attendance:

Present: Barbari, Sarallo, Fitzgerald, Greco, Rada, and Mayor Esposito

Absent: Biskup

Also in attendance: Acting City Administrator T. Walker, and City Attorney R. Ramello.

III. PLEDGE OF ALLEGIANCE

Mayor Esposito led everyone in the Pledge of Allegiance.

IV. ADDITIONS OR DELETIONS TO THE AGENDA

None

V. APPROVAL OF MINUTES - CHANGES OR CORRECTIONS

None

VI. PUBLIC PARTICIPATION

None

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.

Motion to approve items 1-5 and 7 of the Action Items/Consent Agenda of June 10, 2025, Regular City Council and Committee of the Whole was made by Alderman Barbari and seconded by Alderman Sarallo. Roll call vote was taken:

Ayes: Barbari, Sarallo, Fitzgerald, Greco, and Rada

Nays: None

Absent: Biskup

Motion passed.

VIII. ITEMS REMOVED FROM THE CONSENT AGENDA

IX. RECESS TO COMMITTEE OF THE WHOLE

Motion to recess to the Committee of the Whole portion of this meeting was made by Alderman Greco and seconded by Alderman Sarallo. An acclamation vote was taken:

Ayes: Barbari, Sarallo, Fitzgerald, Greco, and Rada

Nays: None

Absent: Biskup

Motion passed.

X. MAYOR ESPOSITO

1. Mayor Esposito thanked everyone for attending the Employee Appreciation Dinner.
2. Mayor Esposito summarized participation in the Community Wide Garage Sale.
3. Mayor Esposito noted that he withdrew item 6 from the consent agenda to remove Acting City Administrator T. Walker and replace her with Addy Lozano due to discussions at the previous City Council meeting. The updated resolution will be placed on the next City Council agenda.
4. Mayor Esposito invited everyone to attend the Summer Concert series and gave a brief overview of the event, donations received and efforts to promote the event.

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;

Mayor Esposito requested that the City Council review the draft ordinance prepared by City Attorney R. Ramello.

Mayor Esposito noted that the City has not had an intergovernmental agreement (IGA) with the Oakbrook Terrace Park District regarding the use of Terrace View Park for the Independence Day Celebration or Summer Concert Series. The Park District requested the IGA to formalize our agreement.

Attorney Ramello explained that the agreement outlines requirements for insurance, use of the park for the event and during set up time.

Alderman Fitzgerald inquired if there was going to be an exchange of funds. Mayor Esposito replied no.

Alderman Sarallo asked whether this was an extension of the Certificate of Insurance that the City already provides to the Park. Mayor Esposito replied yes.

Alderman Greco supported formalizing our agreement with the Park District.

Recommended Action: Item has been sent to the subsequent Consent Agenda.

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

Mayor Esposito requested that the City Council review the draft ordinance prepared by City Attorney R. Ramello. Mayor Esposito explained that this is similar to the request for the Independence Day Celebration and formalizes our agreement with the Park District for the Summer Concert Series.

Alderman Rada inquired if there is an incident during the event, whose insurance would cover any claims? Attorney Ramello replied it would be the City's insurance.

Recommended Action: Item has been sent to the subsequent Consent Agenda.

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

Mayor Esposito requested that the City Council review the draft resolution prepared by City Attorney R. Ramello. Acting City Administrator noted that in order to add and remove employees we need to identify this agent.

Alderman Fitzgerald inquired who served in the role previously. Mayor Esposito replied Amy Raffel. She also inquired whether there is training for the new agent and it was clarified there is training associated with the role.

Recommended Action: Item has been sent to the subsequent Consent Agenda.

4. Discussion of Strategic Plan

Mayor Esposito provided some background on the Strategic Plan and gave a brief overview of the implementation matrix that was provided to City Council. The matrix was completed for high priority goals, but Mayor Esposito suggested working with Department Heads to fill out the rest of the matrix for medium and lower level priorities.

Alderman Fitzgerald noted that she was happy to see there is a starting document. She hoped there would be a lead appointed with a committee of residents to work on these initiatives.

Acting City Administrator Walker noted that we have already begun implementing some of the strategies identified in the plan, such as, converting some roles from part-time to full-time, continuing to identify new revenue streams, and looking for opportunities for beautification.

Alderman Fitzgerald expressed concern that the implementation of the plan will be a top-down approach and not include the City Council. She noted that she has great expertise, willingness and desire to work on these initiatives.

Mayor Esposito noted that there was a suggestion to create a task force with two alderman and some residents.

Mayor Esposito noted that a lot of residents participated in the public meetings, but he was not sure how much participation there would be on a committee. He supported the idea of opening up committees to residents, but was not sure how many people will want to participate. He noted that the City should

have public access into the plan and provided a summary of the some of the projects that are in progress.

Mayor Esposito asked if there were any aldermen that would volunteer to serve on a Committee. He would like to keep the energy going.

Alderman Greco expressed interest, noting that he has participated in many plans over the years and he wants to see where we are headed and start working on the initiatives identified in the plan. He supported including residents in the plan implementation.

Mayor Esposito recommended reviewing the matrix and confirming that the dates are still viable and updating the status on items that are in progress.

It was recommended that this item be placed on an upcoming committee of the whole meeting.

Recommended Action: Information / Discussion Only

XII. COUNCIL MEMBER COMMENTS

Alderman Rada was re-appointed as Vice Chair of the DCVB board and Mayor Esposito congratulated him. Alderman Rada inquired about the status of various items including the police investigation, final budget, and financial reports.

Alderman Greco requested an update on the ordinance he presented on surplus vehicles.

Alderman Barbari congratulated Alderman Rada on his re-appointment and expressed gratitude for the employee appreciation dinner.

Alderman Sarallo also noted how nice the employee appreciation dinner was. He also noted a concern about debris related to the community wide garage sale.

Alderwoman Fitzgerald inquired about the status of minutes from previous meetings, creation of a finance committee and upcoming shredding events.

XIII. CITY ATTORNEY

None

XIV. CITY CLERK

None

XV. CITY ADMINISTRATOR

1. BS&A conversion starts next week. Representatives from BS&A will be on-site from June 18th to July 10th to help train staff. Alderman are welcome to come to the office to see the new software.
2. Audit will begin July 21-31st

XVI. RECONVENE THE CITY COUNCIL MEETING

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

Ayes: Barbari, Sarallo, Fitzgerald, Greco, and Rada

Nays: None

Absent: Biskup

Motion passed.

XVII. RECESS TO EXECUTIVE SESSION

Motion to recess to Executive Session was made by Alderman Sarallo and seconded by Alderman Barbari. A roll call vote was taken:

Ayes: Barbari, Sarallo, Fitzgerald, Greco, and Rada

Nays: None

Absent: Biskup

Motion passed.

XVIX. EXECUTIVE SESSION

1. 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

Motion to reconvene the City Council meeting was made by Alderman Greco and seconded by Alderman Sarallo. An acclamation vote was taken:

Ayes: Barbari, Sarallo, Fitzgerald, Greco, and Rada

Nays: None

Absent: Biskup

Motion passed.

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 was made by Alderman Greco and seconded by Alderman Rada. Roll call vote was taken:

Ayes: Barbari, Sarallo, Fitzgerald, Greco, and Rada

Nays: None

Absent: Biskup

Motion passed.

2. Motion to approve a 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 was made by Alderman Barbari and seconded by Alderman Sarallo. Roll call vote was taken:

Ayes: Barbari, Sarallo, Fitzgerald, Greco, and Rada

Nays: None

Absent: Biskup

Motion passed.

ADJOURN

Motion to adjourn was made by Alderman Sarallo and seconded by Alderman Greco at 8:36 P.M.

Acclamation vote was made with all Ayes.

Motion carried unanimously.

Respectfully submitted,

Sarah Cavazos, Recording Secretary

Attested:

Michael Shadley
City Clerk

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 24, 2025

Corporate Fund (01)					
FY25			FY26		
Check Run	\$	3,151.98	Check Run	\$	21,844.29
ACH/Auto	\$	-	ACH/Auto	\$	39,460.68
Manual Check	\$	-	Manual Check	\$	1,393.72
Corporate Fund Total (01)				\$	65,850.67
Impact Donation Fund (02)					
Check Run	\$	-	Check Run	\$	-
Manual Check	\$	-	Manual Check	\$	-
Impact Donation Fund Total (02)				\$	-
Water Fund (03)					
Check Run	\$	26.09	Check Run	\$	55,059.43
ACH/Auto	\$	-	ACH/Auto	\$	-
Manual Check	\$	-	Manual Check	\$	93.73
Water Fund Total (03)				\$	55,179.25
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			Check Run	\$	-
Manual Check	\$	-	Manual Check	\$	-
Motor Fuel Tax Fund Total (05)				\$	-
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			Check Run	\$	-
ACH	\$	-	ACH	\$	-
Manual Check	\$	-	Manual Check	\$	-
Capital Improvement Fund Total (09)				\$	-
2012 Debt Service Business District (12)					
Check Run	\$	-	Check Run	\$	-
Manual Check	\$	-	Manual Check	\$	-
2012 Debt Service Business District (12)				\$	-
Total Bills Payable				\$	121,029.92

CITY OF OAKBROOK TERRACE

MANUAL BILLS PAYABLE

June 24, 2025

<u>Account No.</u>	<u>Vendor</u>	<u>Description</u>	<u>Check No.</u>	<u>Date</u>	<u>Amount</u>
03-12-5668-00	Verizon	Water cell phones for 5/2-6/1/2025	10662	6/16/2025	145.92
01-02-5668-00		PD cell phones for 5/2-6/1/2025			24.99
01-01-5668-00		Exec Admin Cell phones for 5/2-6/1/2025			147.07
01-02-5668-00		AirCard for 5/2-6/1/2025			36.01
01-04-5668-00		Streets cell phones for 5/2-6/1/2025			809.45
01-02-5668-00		USB Port Card for 5/2-6/1/2025			109.75
01-03-5668-00		Comm. Dev. Cell phones for 5/2-6/1/2025			84.52
01-11-5668-00		Finance cell phones for 5/2-6/1/2025			36.01
01-02-5668-00		NIMS for 5/2-6/1/2025			93.73
					<u>\$ 1,487.45</u>

TOTAL: \$ 1,487.45

Accounts Payable

GL Distribution Report

User: JEsposito
Printed: 6/16/2025 - 2:28 PM
Batch: 00006.06.2025
Fiscal Period: 2
JE Date: 06/16/2025



CITY OF OAKBROOK TERRACE
17W275 BUTTERFIELD ROAD
OAKBROOK TERRACE, IL 60181
630-941-5100

Fund	DR Amount	CR Amount	Account Number	Description
01 CORPORATE FUND	0.00	24,996.27	01-00-1060-00	HARRIS CHECKING A/P 0129
	24,996.27	0.00	01-00-2010-00	ACCOUNTS PAYABLE
	24,996.27	24,996.27		
03 WATER FUND	0.00	55,085.52	03-00-1060-00	HARRIS A/P 0129
	55,085.52	0.00	03-00-2010-00	ACCOUNTS PAYABLE
	55,085.52	55,085.52		
Grand Total:	80,081.79	80,081.79		

Accounts Payable

Computer Check Proof List by Vendor

User: JEsposito

Printed: 06/16/2025 - 2:26PM

Batch: 00006.06.2025



CITY OF OAKBROOK TERRACE
17923 BUTTERFIELD ROAD
OAKBROOK TERRACE, IL 60181
630-941-8300

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: Ace Lomb 262340	Lombard Ace Hardware Couplings and plumbing parts	96.90	06/24/2025	Check Sequence: 1 03-12-6190-00	ACH Enabled: False
	Check Total:	96.90			
Vendor: advocate 19387466	Advocate Occupational Health 5 Candidate physical examinations	3,136.00	06/24/2025	Check Sequence: 2 01-10-5775-00	ACH Enabled: False
	Check Total:	3,136.00			
Vendor: Ander 78856392	Anderson Pest Solutions Pest Control - CH	64.86	06/24/2025	Check Sequence: 3 01-04-5770-00	ACH Enabled: True
	Check Total:	64.86			
Vendor: Bluder 4963	Bluders Tree Service 260 Elder Ln. tree removal in utility easement	4,850.00	06/24/2025	Check Sequence: 4 01-04-5766-00	ACH Enabled: False
	Check Total:	4,850.00			
Vendor: Callone 77350	Peerless Network, Inc. Street Dept. Phones - 6/15-7/14/2025	114.81	06/24/2025	Check Sequence: 5 01-04-5665-00	ACH Enabled: False
77350	Water Dept. Phones - 6/15-7/14/2025	114.81	06/24/2025	03-12-5665-00	
	Check Total:	229.62			
Vendor: cintas 4233659551	Cintas Corporation PD Floor Mat Service	113.88	06/24/2025	Check Sequence: 6 01-02-5770-01	ACH Enabled: False
4233659600	City Hall Floor Mat Service	296.27	06/24/2025	01-04-5770-01	
	Check Total:	410.15			
Vendor: CintasCo	Cintas Corporation			Check Sequence: 7	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
8407516180	CH 1st Aid Aid Cabinet maintenance	450.66	06/24/2025	01-04-5770-00	
	Check Total:	450.66			
Vendor: CLS 14020	CLS Background Investigations 8 Background investigations performed	2,308.25	06/24/2025	Check Sequence: 8 01-10-5775-00	ACH Enabled: False
	Check Total:	2,308.25			
Vendor: Com Tire 1110195422	Commercial Tire Service PD Squad tires	1,184.00	06/24/2025	Check Sequence: 9 01-02-5663-00	ACH Enabled: True
1110195423	PD Squad tires	1,876.12	06/24/2025	01-02-5663-00	
	Check Total:	3,060.12			
Vendor: Comcast3 877120090001954	Comcast PSB Cable/Internet - 6/8-7/7/2025	268.30	06/24/2025	Check Sequence: 10 01-04-5758-00	ACH Enabled: False
	Check Total:	268.30			
Vendor: ComEd 0014123333	Com Ed Res Street Lights - 5/7-6/6/2025	71.26	06/24/2025	Check Sequence: 11 01-04-5760-00	ACH Enabled: False
3240275000	Tornado Warning Siren - 5/7-6/6/2025	45.20	06/24/2025	01-04-5758-00	
7157829000	PAS 17B - 5/7-6/6/2025	168.92	06/24/2025	03-12-5758-00	
9551820100	Water Tower - 5/7-6/6/2025	324.54	06/24/2025	03-12-5758-00	
	Check Total:	609.92			
Vendor: crystal 32794	Crystal Maintenance Plus, Corp FY26 Building maintenance - PD	1,682.10	06/24/2025	Check Sequence: 12 01-02-5770-00	ACH Enabled: False
32794	FY26 Building maintenance - CH	486.40	06/24/2025	01-04-5770-00	
	Check Total:	2,168.50			
Vendor: DWC 01-1700-00	DuPage Water Commission 9,241,000 Gal. water purchase - 4/30-5/31/2025	53,597.80	06/24/2025	Check Sequence: 13 03-12-5845-00	ACH Enabled: False
	Check Total:	53,597.80			
Vendor: Elm auto 29858	Elmhurst Auto Parts PD Squad parts	205.86	06/24/2025	Check Sequence: 14 01-02-5663-00	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: First RW 26162	Check Total:	205.86			
	First Responders Wellness Center			Check Sequence: 15	ACH Enabled: False
	Pre-employment psych evaluation - candidate	610.00	06/24/2025	01-10-5775-00	
	Check Total:	610.00			
	Granite Telecommunications			Check Sequence: 16	ACH Enabled: False
Vendor: Granite 698866880	Traffic Enforcement Phones - June 2025	86.78	06/24/2025	01-14-5668-00	
	Street Dept. Phones - June 2025	323.16	06/24/2025	01-04-5665-00	
	Executive Management Phones - June 2025	86.80	06/24/2025	01-01-5668-00	
	Water Dept. Phones - June 2025	323.16	06/24/2025	03-12-5665-00	
	Check Total:	819.90			
Vendor: hinsdale 008408-000 008427-000	Flagg Creek Water Reclamation District			Check Sequence: 17	ACH Enabled: False
	WMF Sewer - 3/31-4/30/2025	26.09	06/24/2025	03-12-5758-00	
	City Hall Sewer - 3/31-4/30/2025	15.98	06/24/2025	01-04-5758-00	
	Check Total:	42.07			
Vendor: MECO 1707	MECO Consulting Group LLC			Check Sequence: 18	ACH Enabled: True
	FY26 Communications Services - May 2025	2,100.00	06/24/2025	01-01-5668-00	
	Check Total:	2,100.00			
Vendor: MinoltaC 9010469377	Konica Minolta Business Soluti			Check Sequence: 19	ACH Enabled: False
	Exec. Admin. copier maintenance - 5/4-6/3/2025	41.88	06/24/2025	01-01-5660-00	
	Check Total:	41.88			
Vendor: Minute 127159 127170 127185 127186	Minuteman Press			Check Sequence: 20	ACH Enabled: False
	4th of July 2025 resident wristbands	434.00	06/24/2025	01-01-5781-00	
	Water bill flyers	355.30	06/24/2025	03-12-6120-00	
	Summer Concert Series signage 2025	4,650.00	06/24/2025	01-01-5780-00	
	Summer Concert Series mailers 2025	1,309.41	06/24/2025	01-01-5780-00	
	Check Total:	6,748.71			
Vendor: PFPetti	P.F. Pettibone & Co.			Check Sequence: 21	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
187690	Commission Cards	100.25	06/24/2025	01-10-6120-00	
	Check Total:	100.25			
Vendor: pitney1	Reserve Account Pitney Bowes Inc.			Check Sequence: 22	ACH Enabled: True
909011661886	Replenish CH Postage - May 2025	441.99	06/24/2025	01-01-6170-00	
	Check Total:	441.99			
Vendor: Runco	Runco Office Supplies and Equipment Company			Check Sequence: 23	ACH Enabled: True
5937860-0	CH supplies - pens, highlighters, coffee	53.04	06/24/2025	01-01-6120-00	
5937860-1	Snacks - CH	84.47	06/24/2025	01-01-6120-00	
5938436-0	Bankers boxes - CH	143.98	06/24/2025	01-01-6120-00	
5938775-0	Copy paper, file folders	206.95	06/24/2025	01-02-6120-00	
5939115-0	Case of thermal receipt paper for credit card mac	23.05	06/24/2025	01-01-6130-00	
5941866-0	Printer cartridges - Mayor, kitchen supplies	1,164.91	06/24/2025	01-01-6130-00	
5942168-0	CH snacks	43.91	06/24/2025	01-01-6120-00	
5942254-0	Ordinance/resolution binders	74.60	06/24/2025	01-01-6130-00	
	Check Total:	1,794.91			
Vendor: Storino	Storino Ramello & Durkin			Check Sequence: 24	ACH Enabled: True
93399	General Legal Services	29,714.20	06/24/2025	01-01-5671-00	
93399	Labor Relations Services	2,060.60	06/24/2025	01-01-5674-00	
93399	Litigation Services	224.00	06/24/2025	01-01-5673-00	
	Check Total:	31,998.80			
Vendor: Strypes	Strypes Plus More, Inc.			Check Sequence: 25	ACH Enabled: False
18384	Squad #7 - letters & numbers	215.00	06/24/2025	01-02-5663-00	
	Check Total:	215.00			
Vendor: Suburb	Suburban Laboratories, Inc.			Check Sequence: 26	ACH Enabled: False
GA5003059	Coliform & Bacteria Sampling	78.00	06/24/2025	03-12-5600-00	
	Check Total:	78.00			
Vendor: Trotsky	Trotsky Investigative Polygraph, Inc.			Check Sequence: 27	ACH Enabled: False
OBT PD 25-03	Polygraph examinations - 3 candidates	630.00	06/24/2025	01-10-5775-00	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Check Total:		630.00			
Vendor: trugreen	Trugreen				ACH Enabled: False
209584911	Grub Treatment - Kreml Park	222.59	06/24/2025	01-04-5765-00	Check Sequence: 28
209585172	Turf Treatment - Kreml Park	148.38	06/24/2025	01-04-5765-00	
209604467	Grub Treatment - CH	257.73	06/24/2025	01-04-5765-00	
209604722	Turf Treatment - CH	171.82	06/24/2025	01-04-5765-00	
209651666	Turf Treatment - Public Services	156.20	06/24/2025	01-04-5765-00	
209651707	Grub Treatment - Public Services	234.30	06/24/2025	01-04-5765-00	
Check Total:		1,191.02			
Vendor: YorkDeli	Yorktown Deli, Inc.				ACH Enabled: False
0099	Lion's Club spaghetti dinner - sauce, meatballs	1,056.00	06/24/2025	01-01-5780-00	Check Sequence: 29
0100	Budget meeting meals	217.00	06/24/2025	01-01-5780-00	
Check Total:		1,273.00			
Total for Check Run:		119,542.47			
Total of Number of Checks:		29			

RESOLUTION NO. 25-09

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

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

WHEREAS, pursuant to Section 3.5 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 24th day of June 2025, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 24th day of June 2025.

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

ATTESTED and filed in my office,
this 24th day of June 2025.

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

EXHIBIT "A"

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

CERTIFICATE OF APPOINTMENT OF ADDY LOZANO 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 Addy Lozano, Police Department Records Supervisor, has been duly designated by me on the 24th 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 24th day of June 2025.

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 24th 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 24th 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 24th day of June 2025.

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 24th day of June 2025.

Jodie Esposito

**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 24th day of June 2025.

[Seal]

1278771.2

**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 24th day of June 2025.

[Seal]

Exhibit "C"

ORDINANCE NO. 25 - 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 24th day of June 2025, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 24th day of June 2025.

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

ATTESTED and filed in my office,
this 24th 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**

**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 24th 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

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

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 (2nd) 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 - 24

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 24th day of June 2025, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 24th day of June 2025.

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

ATTESTED and filed in my office,
this 24th 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**

**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 24th 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 (4th 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

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

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 (2nd) 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 - 10

**A RESOLUTION APPOINTING AN AUTHORIZED AGENT TO THE
ILLINOIS MUNICIPAL RETIREMENT FUND 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, 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 24th day of June 2025, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 24th day of June 2025.

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

ATTESTED and filed in my office,
this 24th day of June 2025.

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

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

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 24th day of June 2025 and on file in my custody.

WITNESS MY HAND and the corporate seal of said City of Oakbrook Terrace this 24th day of June 2025.

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



Interdepartmental Memo

To: Mayor and City Council
Tanya Walker, Acting City Administrator

From: Melissa Headley, AICP
Director of Community Development

Re: Concept Plan - 18th Street Terrace Reserve (Gateway Development Partners, Inc)

Date: June 19, 2025

REQUEST:

Mayor and City Council to review attached letter and Concept Design Study

BACKGROUND:

Gateway Development Partners, Inc has approached the City with a proposal for 203 multi-family units at the vacant, eight-acre site near the intersection of 18th Street and Luther Avenue. They are proposing a 5-story podium style building. There will be a mix of studios, one-, two- and 3-bedroom units. They will provide 307 parking spaces. The building is situated on the southern portion of the site to provide additional space between the development and the single family residential to the north.

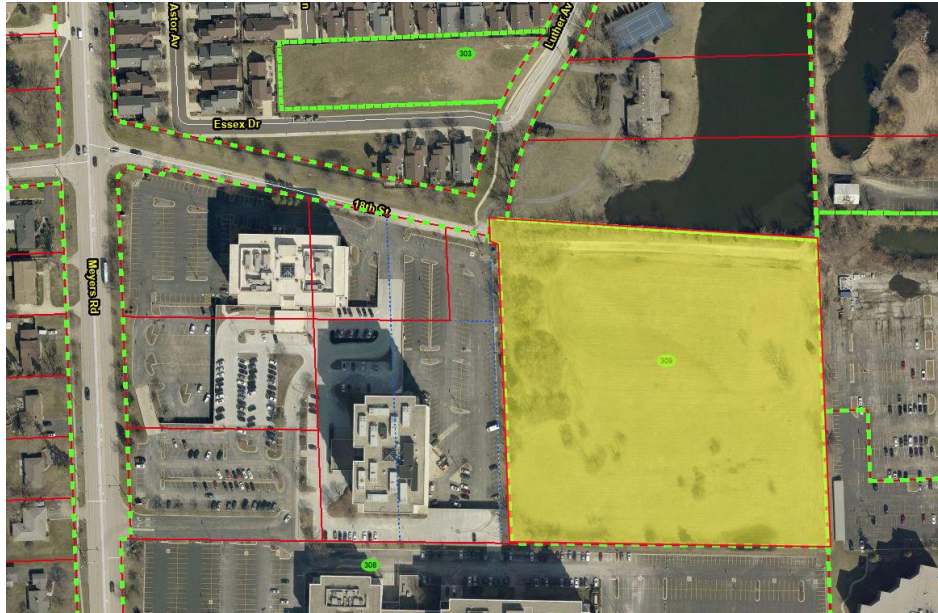
Site Information

Existing Zoning:	M-U Mixed-Use
Existing Land Use:	Vacant
Property Size:	7.62 Acres/331,927 sf
PINs:	06-21-309-003

Surrounding Zoning and Land Uses

	ZONING	EXISTING LAND USE
NORTH:	M-U Mixed-Use	Single Family Residential
SOUTH:	M-U Mixed-Use	Office (1901 Meyers Rd)
EAST:	M-U Mixed-Use	Office (1 Trans Am Plaza)
WEST:	M-U Mixed-Use	Office (1815 Meyers Rd)

Aerial photo of subject property



Please see attached letter and supporting documents providing an overview of the project and the concept design study.

Attachments: Letter from Gateway Development Partners, Inc dated June 9, 2025
18th Street Terrace Reserve Concept Design Study
Project Highlights & Community Placemaking
Municipal Incentive Analysis



June 9, 2025

Oakbrook Terrace City Council
VIA ELECTRONIC DELIVERY

Re: 18th St Terrace Reserve-Introduction of Proposed Development – 203 Luxury Apartment Units at 2100 18th St Oakbrook Terrace, IL 60181

Dear Members of the Oakbrook Terrace City Council:

On behalf of Gateway Development Partners, I am pleased to formally introduce our proposed residential development project, which envisions the creation of 203 high-end luxury apartment units located at 2100 18th ST Oakbrook Terrace, IL 60181. This project represents our commitment to thoughtful urban development and will contribute positively to the city's long-term housing strategy, continued development and architectural landscape.

The proposed development will feature a mix of spacious studio, one, two, and three-bedroom residences, incorporating high-quality materials, modern design, and premium amenities tailored to discerning residents. Amenities may include a rooftop lounge, courtyard(s), dog parks, fitness and wellness center, co-working spaces and an outdoor pool and garden area, all designed to enhance community engagement and quality of life. This amenity rich development will bring new residents to Oakbrook Terrace, rather than to the similar developments in neighboring towns.

In alignment with the city's goals, this project also considers walkability, bike paths, sustainable design practices, and future traffic flow improvements, ensuring minimal disruption while enhancing the surrounding area. We are currently conducting all necessary studies and assessments, including environmental impact, traffic management, and community engagement, to ensure that this project aligns with the city's planning standards and resident expectations.

In consideration of the aforementioned and key to the success of the project will be working with the city to address the public improvements offsite and onsite, as well as necessary terms of public-private partnership to contribute to the feasibility of the project. We would also need to focus on the matters of water servicing to the site and adjacent residential homes, onsite and offsite amenities, water detention and the access roadway for the site and further connectivity moving forward.

We welcome the opportunity to present our development in greater detail and to work collaboratively with the planning board, staff, and community stakeholders. Our team is fully committed to an open and transparent process and to building a project that reflects the values and vision of Oakbrook Terrace. Please feel free to contact me directly at 630.204.6200 or nm@gatewaydevelopmentpartners.com for any additional information you may require. We look forward to presenting our vision to the City Council on Tuesday June 24, 2025.

Thank you for your time and consideration. We look forward to the opportunity to contribute to the growth and vitality of Oakbrook Terrace.

Warm regards,

A handwritten signature in black ink, appearing to read "Nicholas Marrocco", written in a cursive style.

Nicholas Marrocco
President
Gateway Development Partners Inc.

18th Street Terrace Reserve

Multifamily Apartments

Concept Design Study

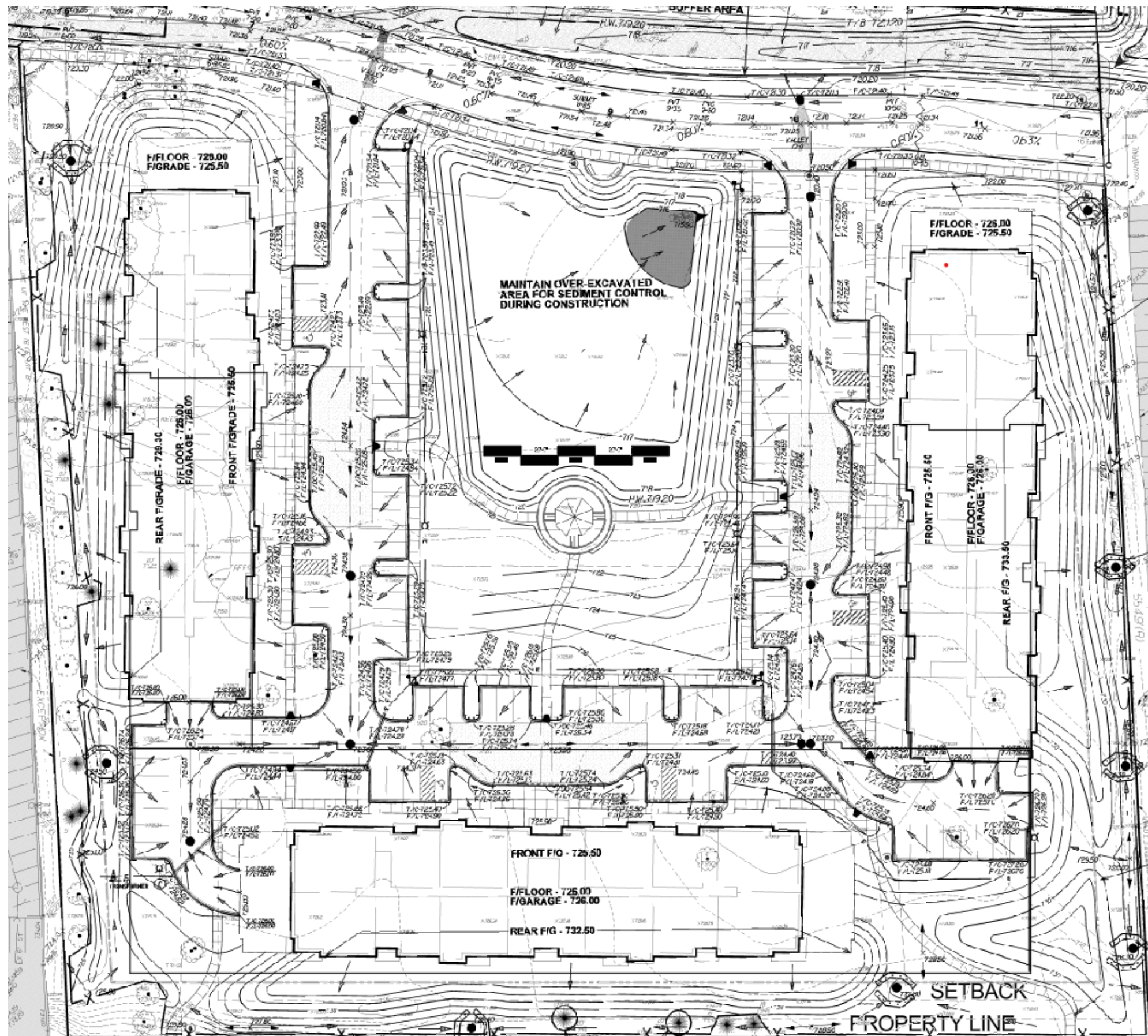
prepared for:

Nick Marrocco

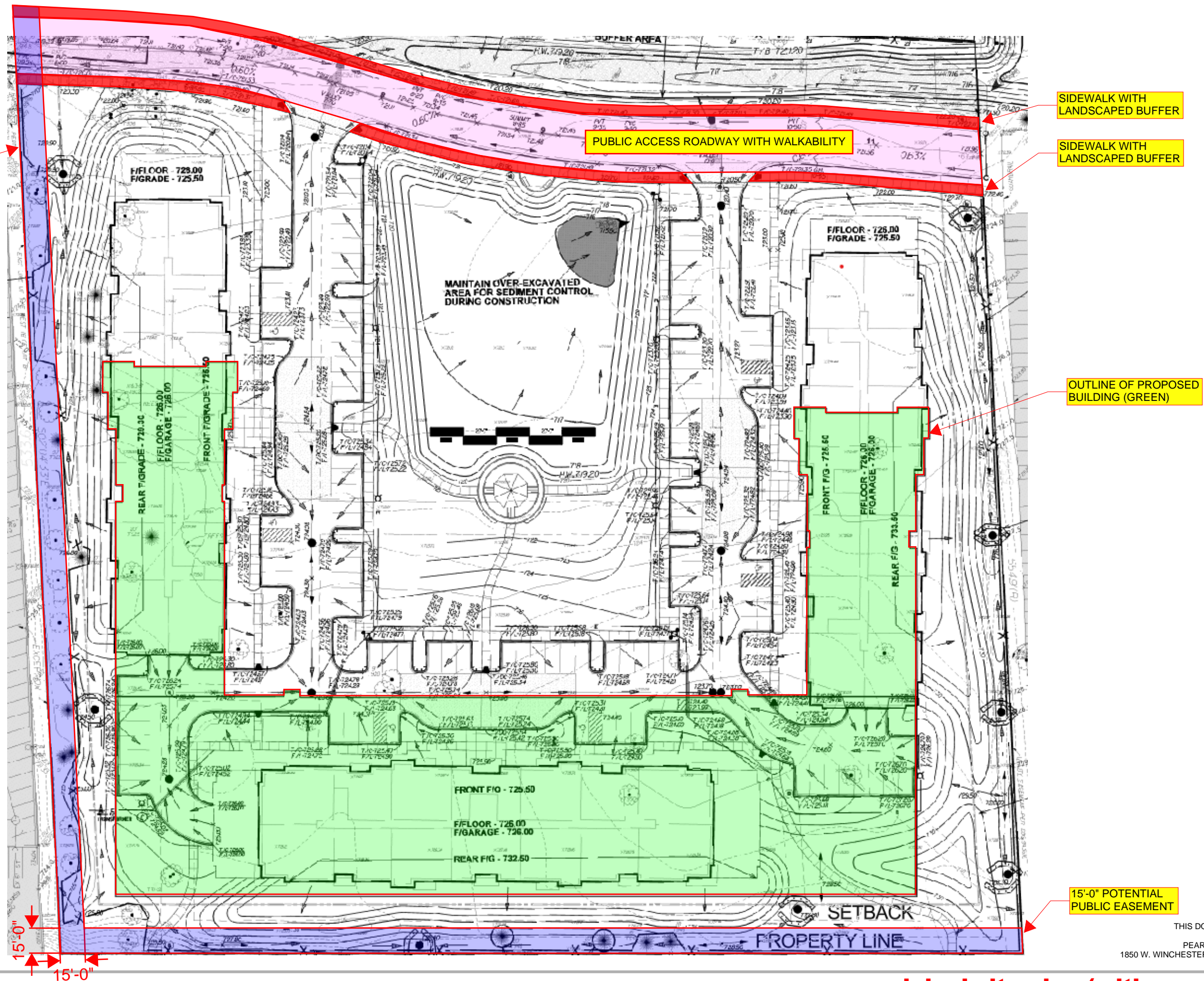
Gateway Development Partners, Inc.

prepared by:





THIS DOCUMENT IS FOR REFERENCE ONLY
 CREATED BY:
 PEARSON, BROWN & ASSOCIATES, INC.
 1850 W. WINCHESTER ROAD, SUITE 205, LIBERTYVILLE, ILLINOIS, 60048

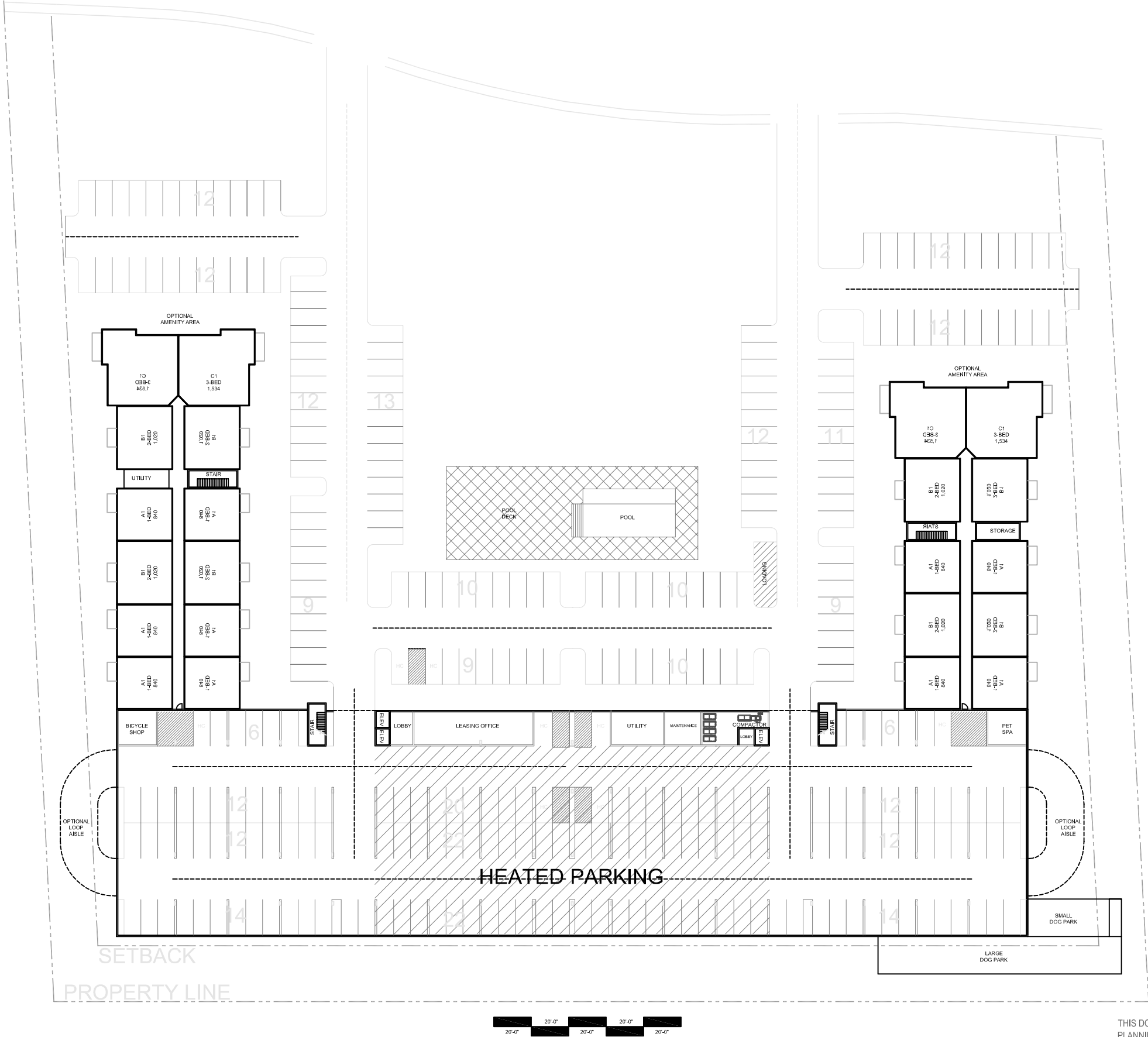


18th Street Terrace Reserve
2100 18th Street, Oakbrook Terrace, Illinois

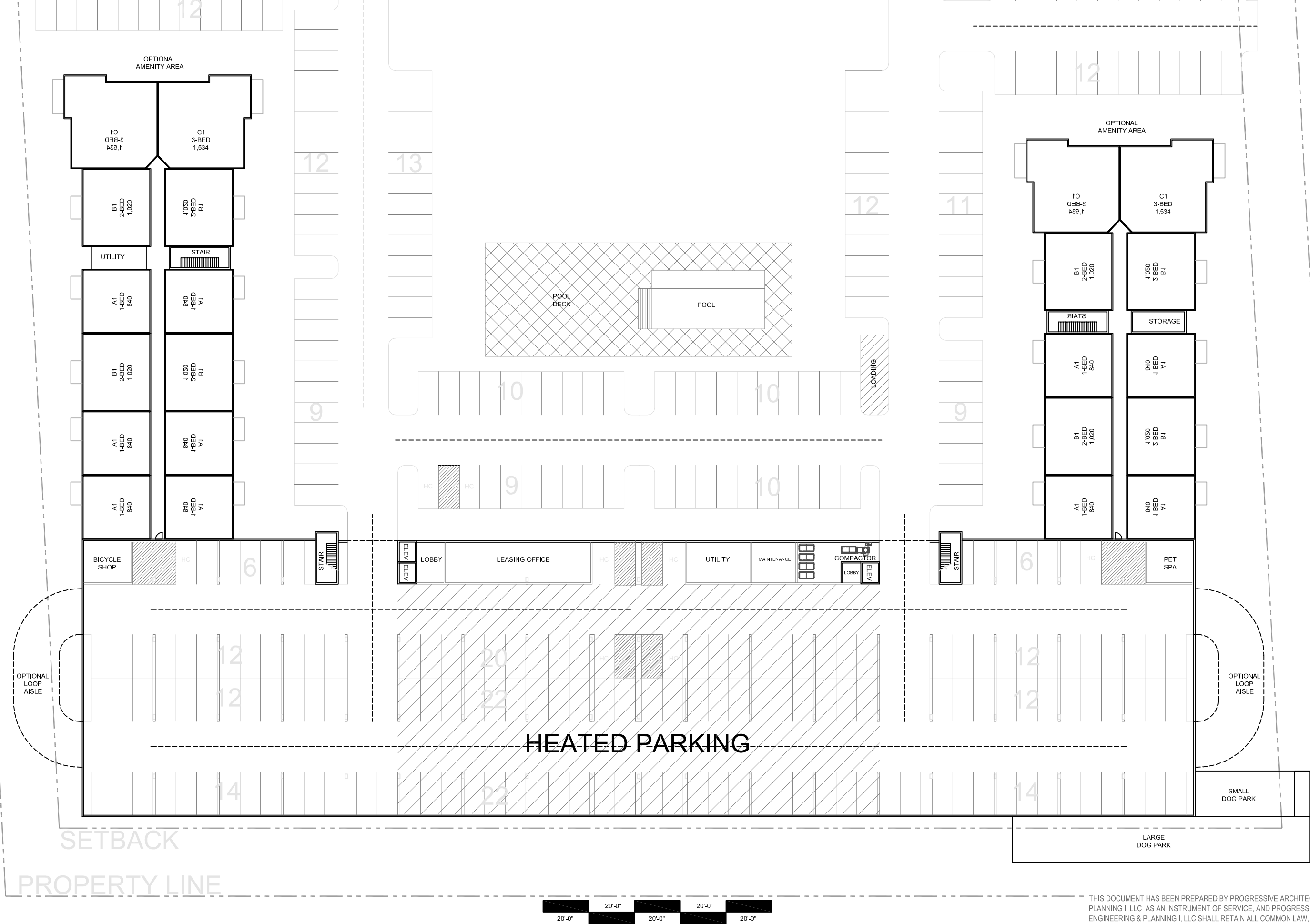
original site plan (with overlay)

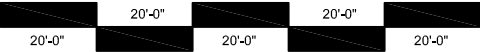
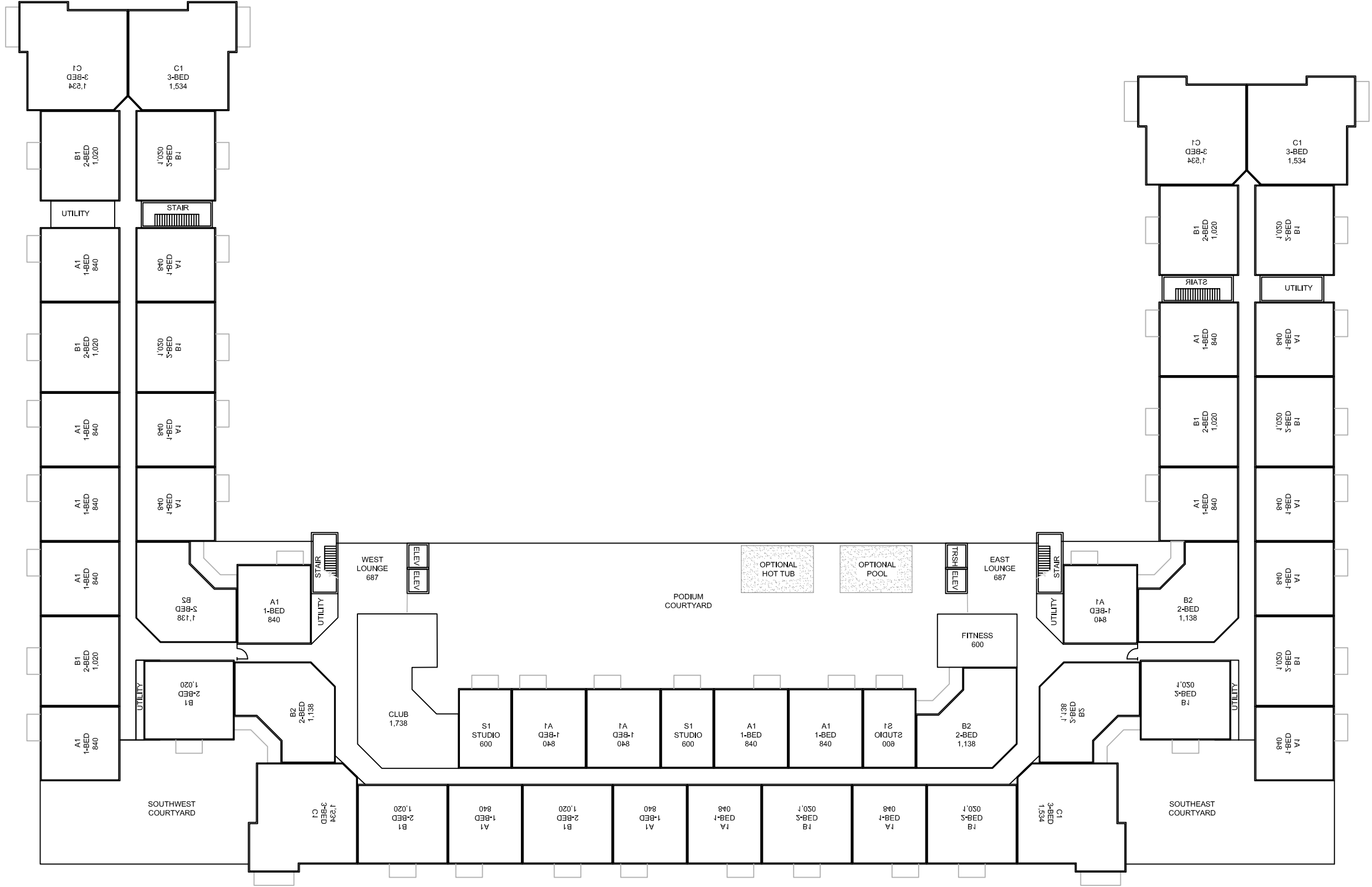
5/12/2025 | PROJECT #: 20280001

**PROGRESSIVE
COMPANIES**

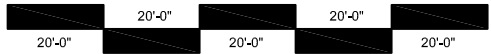
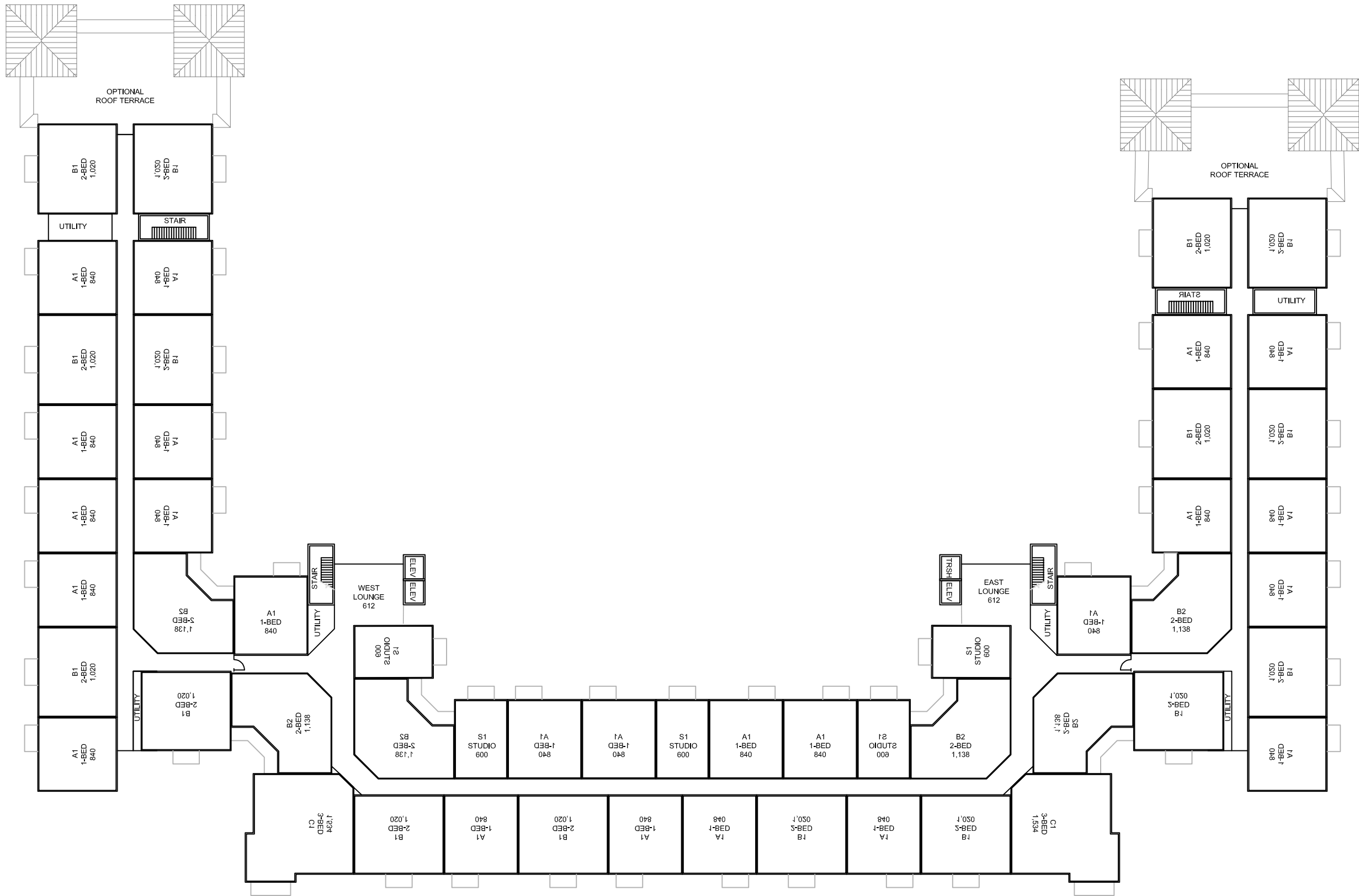


THIS DOCUMENT HAS BEEN PREPARED BY PROGRESSIVE ARCHITECTURE ENGINEERING & PLANNING I, LLC AS AN INSTRUMENT OF SERVICE, AND PROGRESSIVE ARCHITECTURE ENGINEERING & PLANNING I, LLC SHALL RETAIN ALL COMMON LAW, STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING THE COPYRIGHT THERETO.

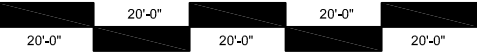
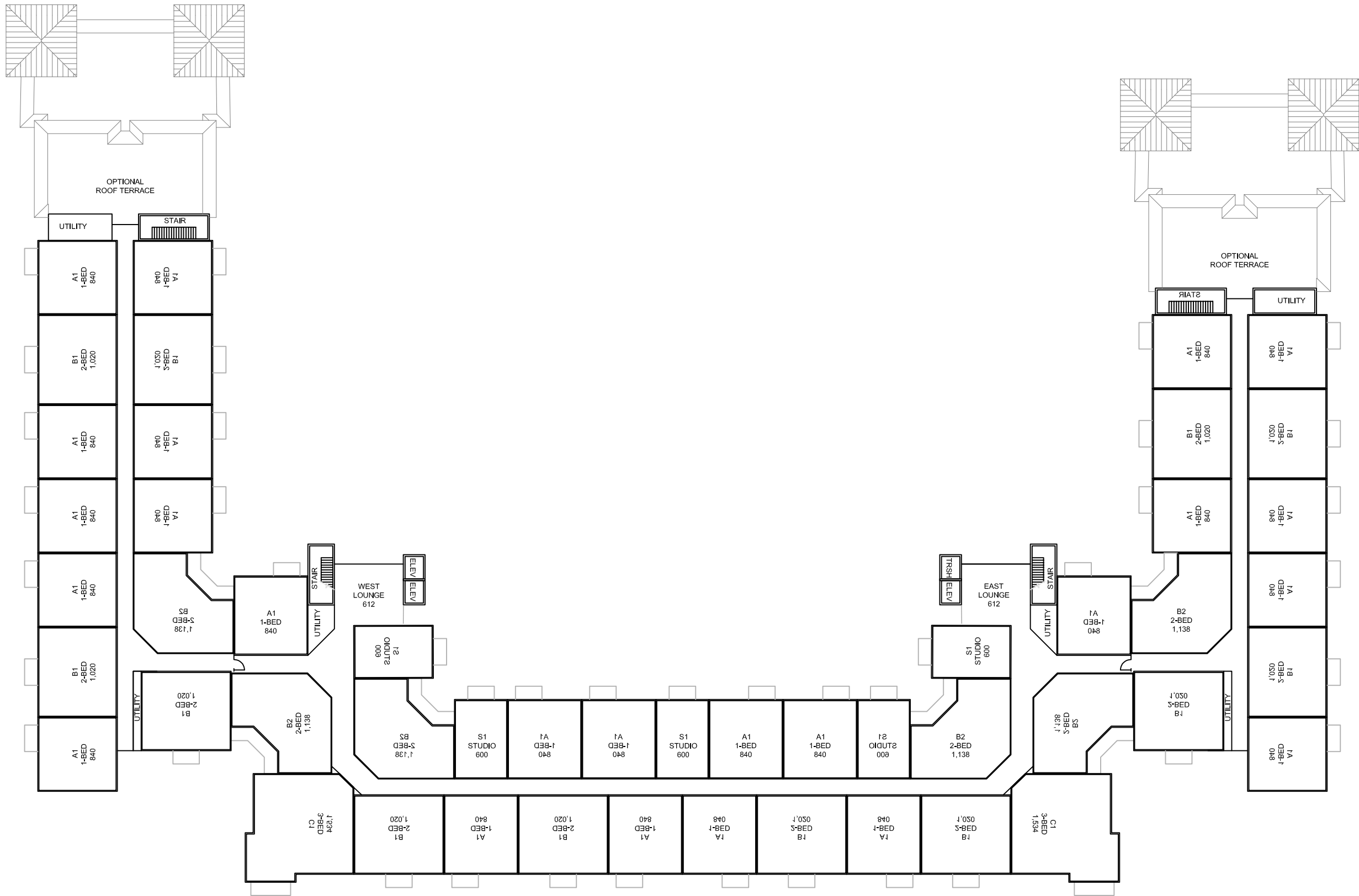




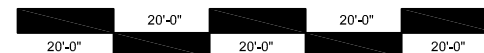
THIS DOCUMENT HAS BEEN PREPARED BY PROGRESSIVE ARCHITECTURE ENGINEERING & PLANNING I, LLC AS AN INSTRUMENT OF SERVICE, AND PROGRESSIVE ARCHITECTURE ENGINEERING & PLANNING I, LLC SHALL RETAIN ALL COMMON LAW, STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING THE COPYRIGHT THERETO.



THIS DOCUMENT HAS BEEN PREPARED BY PROGRESSIVE ARCHITECTURE ENGINEERING & PLANNING I, LLC AS AN INSTRUMENT OF SERVICE, AND PROGRESSIVE ARCHITECTURE ENGINEERING & PLANNING I, LLC SHALL RETAIN ALL COMMON LAW, STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING THE COPYRIGHT THERETO.



THIS DOCUMENT HAS BEEN PREPARED BY PROGRESSIVE ARCHITECTURE ENGINEERING & PLANNING I, LLC AS AN INSTRUMENT OF SERVICE, AND PROGRESSIVE ARCHITECTURE ENGINEERING & PLANNING I, LLC SHALL RETAIN ALL COMMON LAW, STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING THE COPYRIGHT THERETO.



THIS DOCUMENT HAS BEEN PREPARED BY PROGRESSIVE ARCHITECTURE ENGINEERING & PLANNING I, LLC AS AN INSTRUMENT OF SERVICE, AND PROGRESSIVE ARCHITECTURE ENGINEERING & PLANNING I, LLC SHALL RETAIN ALL COMMON LAW, STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING THE COPYRIGHT THERETO.



courtyard west elevation



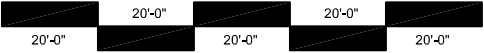
east elevation



front elevation



rear elevation



THIS DOCUMENT HAS BEEN PREPARED BY PROGRESSIVE ARCHITECTURE ENGINEERING & PLANNING I, LLC AS AN INSTRUMENT OF SERVICE, AND PROGRESSIVE ARCHITECTURE ENGINEERING & PLANNING I, LLC SHALL RETAIN ALL COMMON LAW, STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING THE COPYRIGHT THERETO.

		UNIT MATRIX						
		level-1	level-2	level-3	level-4	level-5		
S1	600	0	3	5	5	5	18	8.9%
							18	8.9%
A1	840	10	24	24	24	10	92	45.3%
A1A	840	0	0	0	0	0	0	
							92	45.3%
B1	1,020	8	16	16	12	4	56	27.6%
B1A	1,020	0	0	0	0	0	0	
B2	1,138	0	5	6	6	4	21	10.3%
							77	37.9%
C1	1,534	4	6	2	2	2	16	7.9%
C1A	1,534	0	0	0	0	0	0	
							16	7.9%
		22	54	53	49	25	203	

THIS DOCUMENT HAS BEEN PREPARED BY PROGRESSIVE ARCHITECTURE ENGINEERING & PLANNING I, LLC AS AN INSTRUMENT OF SERVICE, AND PROGRESSIVE ARCHITECTURE ENGINEERING & PLANNING I, LLC SHALL RETAIN ALL COMMON LAW, STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING THE COPYRIGHT THERETO.

	UNIT SQUARE FOOTAGES						
	level-1	level-2	level-3	level-4	level-5	TOTAL	%
S1	0	1,800	3,000	3,000	3,000	10,800	5.6%
						10,800	5.6%
A1	8,400	20,160	20,160	20,160	8,400	77,280	39.9%
A1A							
						77,280	39.9%
B1	8,160	16,320	16,320	12,240	4,080	57,120	29.5%
B1A							
B2	0	5,690	6,828	6,828	4,552	23,898	12.3%
				0		81,018	41.8%
C1	6,136	9,204	3,068	3,068	3,068	24,544	12.7%
C1A							
						24,544	12.7%
	22,696	53,174	49,376	45,296	23,100	193,642	
						193,642	

	BUILDING AREAS					
	level-1	level-2	level-3	level-4	level-5	TOTAL
WEST WING WOOD APARTMENTS	13,737	13,737	16,307	14,047		57,828
WEST WING PODIUM APARTMENTS		5,691				5,691
EAST WING WOOD APARTMENTS	11,888	11,889	14,459	12,199		50,435
EAST WING PODIUM APARTMENTS		5,691				5,691
CENTRAL WING PODIUM APARTMENTS		28,724				28,724
CENTRAL WING WOOD APARTMENTS			28,541	28,541	28,488	85,570
UNDER PODIUM HEATED	3,694					3,694
UNDER PODIUM STAIRS & ELEVATORS	700					700
PARKING HEATED	22,030					22,030
PARKING NON-HEATED	33,480					33,480
SOUTHWEST COURTYARD		3,302				3,302
SOUTHEAST COURTYARD		3,302				3,302
NORTH COURTYARD		9,995				9,995
POOL		500				500
HOT TUB		500				500
PODIUM RESIDUAL		2,199				2,199
TOTAL	85,529	85,530	59,307	54,787	28,488	313,641
PODIUM		59,904				59,904
HEATED S.F.	29,319	65,732	59,307	54,787	28,488	237,633
UNITS S.F.	22,696	53,174	49,376	45,296	23,100	193,642
EFFICIENCY W/ GARAGE & COURTYARDS	26.54%	62.17%	83.25%	82.68%	81.09%	61.74%
EFFICIENCY W/ GARAGE W/O COURTYARDS	26.54%	80.90%	83.25%	82.68%	81.09%	65.90%
EFFICIENCY W/O GARAGE & COURTYARDS	77.41%	80.90%	83.25%	82.68%	81.09%	81.49%
	PATIOS & BALCONIES (NOT A PART OF PODIUM)					
	level-1	level-2	level-3	level-4	level-5	TOTAL
WEST WING WOOD BALCONIES		650	827	727		2,204
WEST WING ON-GRADE PATIOS	650					650
EAST WING WOOD BALCONIES		550	727	627		1,904
EAST WING ON-GRADE PATIOS	550					550
CENTRAL WING WOOD BALCONIES			1,608	1,608	1,608	4,824
TOTAL	1,200	1,200	3,162	2,962	1,608	10,132

THIS DOCUMENT HAS BEEN PREPARED BY PROGRESSIVE ARCHITECTURE ENGINEERING & PLANNING I, LLC AS AN INSTRUMENT OF SERVICE, AND PROGRESSIVE ARCHITECTURE ENGINEERING & PLANNING I, LLC SHALL RETAIN ALL COMMON LAW, STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING THE COPYRIGHT THERETO.

PARKING COUNT	
SURFACE	153
PODIUM - COLD	88
PODIUM - HEATED	66
	307



sample aesthetic

THIS DOCUMENT HAS BEEN PREPARED BY PROGRESSIVE ARCHITECTURE ENGINEERING & PLANNING I, LLC AS AN INSTRUMENT OF SERVICE, AND PROGRESSIVE ARCHITECTURE ENGINEERING & PLANNING I, LLC SHALL RETAIN ALL COMMON LAW, STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING THE COPYRIGHT THERETO.

Project Highlights and Community Placemaking

18th St Terrace Reserve

Project Overview

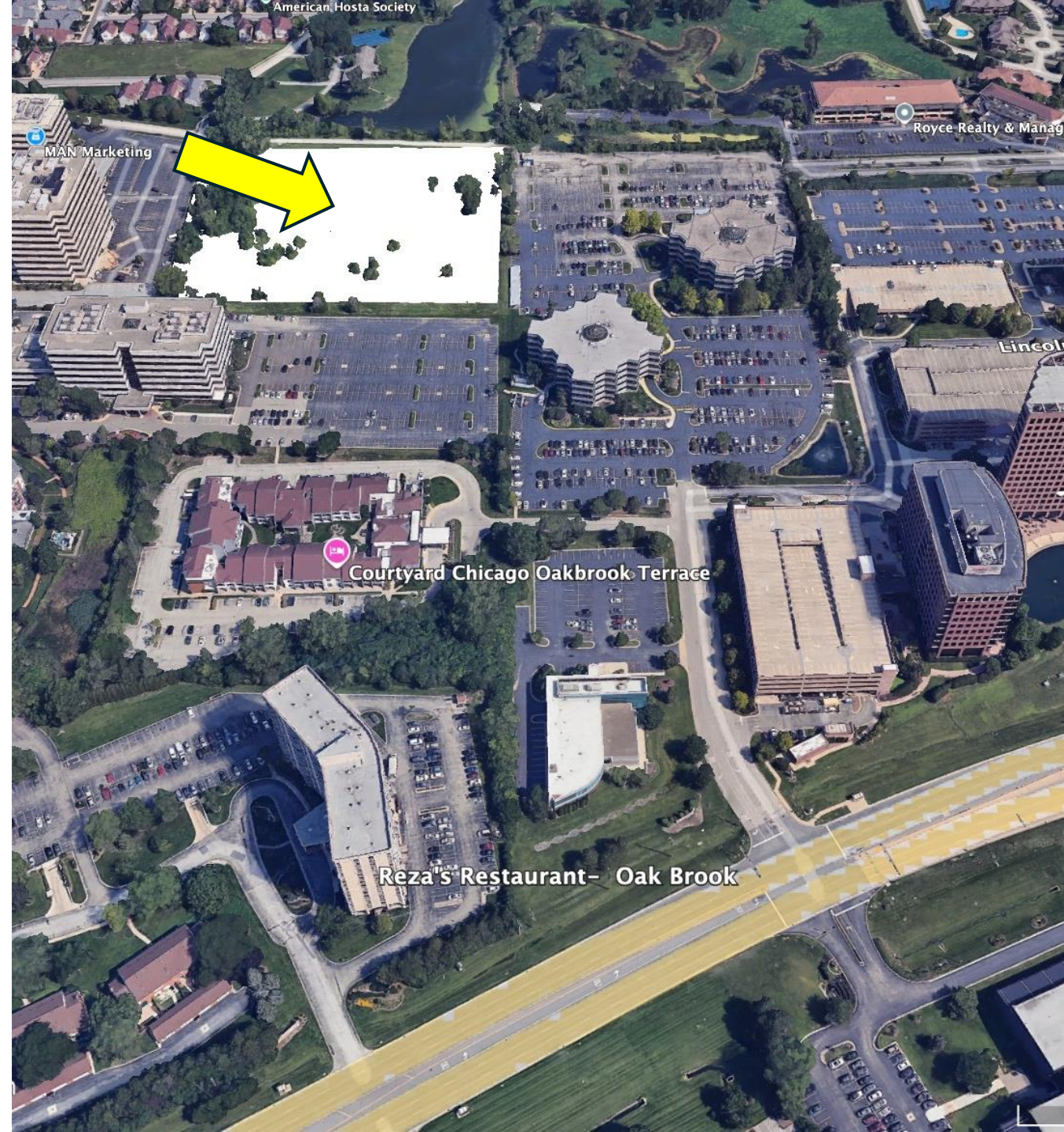
A Vision for Revitalization: 203-Unit Multifamily Community in Oakbrook Terrace

- Transforming a long-vacant parcel into vibrant, high-quality housing
- Located in the heart of Oakbrook Terrace's challenged office corridor
- Responds to regional housing demand and brings life to an area feeling the office sector decline
- A development designed to attract residents and renew local vitality via the introduction of walking paths, bike paths, and the beginning of community connectivity from 18th street to Myers Rd.

Current Site Conditions

A Blighted Corridor in Need of Revitalization

- Surrounded by vacant and underperforming office buildings
- Significant decline in demand for Class B and C suburban office
- Lack of pedestrian activity, economic underutilization
- Vacant parcel presents both a challenge and a unique opportunity. Multifamily is the highest and best use for the property





Multifamily is the Highest & Best Use

Aligning with Market Realities & Community Needs

- Multifamily residential is the most economically viable and sustainable use
- Market demand for rental housing remains strong in DuPage County
- Shifts in post-COVID work patterns reduce demand for suburban office
- Enhances local amenities and foot traffic in support of existing and future local retail and service businesses

No City Property Tax—Still a Big Fiscal Win

A Revenue Generator for Oakbrook Terrace

- Oakbrook Terrace does not levy a municipal property tax but development still contributes significantly through:
 - **Sales tax** from increased retail/restaurant activity
 - **Utility taxes and fees**
- Residents support local businesses and increase local GDP per acre

Economic Impact Summary

Economic Benefits at a Glance from New Residents:

Impact Category	Projected Annual Impact
Construction Jobs Created	150+ direct and indirect jobs
Total Construction Spend	\$68-\$75M
Retail/Service Spend	\$5M+ annually
Local Fee Revenue	\$1M+ one-time & ongoing

Figures are estimates based on typical economic multipliers for suburban IL



Community and Social Benefits

Building a Better Oakbrook Terrace

- **Encourages Private Investment**-Signals to developers, employers, and retailers that Oakbrook Terrace is forward-looking and open to high-quality growth, catalyzing further investment along the corridor
- Adds much-needed housing for working professionals, seniors, and families that will soon be lost to Lombard's booming multifamily developments
- Helps diversify housing stock in a mostly commercial corridor
- Supports existing retail/restaurants
- Aligns with modern planning goals: sustainable with walking areas and green space
- Opportunity for the city to create connectivity via roadway, walking and bike path from 18th St to Meyers Rd and furthermore throughout the community.
- Opportunity to bring city water to additional Oakbrook Terrace residents

Not Just Housing — A New Heartbeat for Oakbrook Terrace

A Placemaking Multifamily Development

“This isn’t just housing — it’s a new heartbeat for the village.”

This 203-unit project is designed to:



- Activate the public realm with courtyards, patios, green space and walking trails
- Create a sense of place where people gather, connect, and live vibrantly
- Support local identity through architecture, public art, and community amenities
- Catalyze reinvestment in surrounding properties and underused spaces

Why It Matters:

- Fills a blighted gap among struggling offices with energy and purpose
- Introduces residents that will support local business
- Enhances safety, walkability, and beauty through good design
- Builds community infrastructure with shared spaces and events



How This Project Sparks Economic and Social Revitalization

 Placemaking Element	 Impact
Ground-floor activation (trails, parks, patios)	Draws pedestrians, energizes the street level
Public space & amenities (green space, trails, dog park)	Invites community use and fosters social bonds
Events & programming (farmers markets, art walks)	Builds cultural momentum and brand identity
Architectural quality	Boosts neighborhood pride and visual appeal
Improved lighting, walkability	Enhances safety and perception of value

The Virtuous Cycle:

- People are drawn to the development
- Their presence fuels activity and demand
- Demand attracts new businesses and investment
- Property values and tax revenue rise
- The city can reinvest in infrastructure and amenities
- Continued Community Development (Development breeds development)

Conclusion & Call to Action

Let's Activate Oakbrook Terrace's Next Chapter

- This project is a chance to reposition a struggling office corridor with a place maker development
- Delivers housing, economic energy, and long-term revitalization
- Keeping up with the neighboring cities booming multifamily residential scene
- Let's move forward with a use that reflects today's needs and fuels tomorrow's potential





Municipal Incentive Analysis

2100 18th St. Oakbrook Terrace, IL 60181

May 2025

Municipal Incentive Analysis: Oakbrook Terrace, Surrounding Communities

This report provides a comparative analysis of economic development incentives—including Tax Increment Financing (TIF), sales tax sharing, permit fee waivers, and other tools—offered by Oakbrook Terrace and neighboring municipalities. The goal is to identify programs that may enhance the feasibility and financial performance of our multifamily development project in Oakbrook Terrace, IL. By understanding the competitive landscape and available incentives, we aim to strategically engage local officials and optimize the project's capital stack.



Arlington Heights:

Arlington Heights Gateway – 301-unit residential development and 26,000 square feet of retail. The project is estimated to cost \$130,000,000. The developer will contribute \$436,000 for necessary public improvements and the project will receive \$15,000,000 in direct municipal financing and up to \$2,000,000 interest reimbursement. The municipal assistance is estimated to represent 13.8% of the project's total cost.



Lombard:

Yorktown Mall - The former Carson Pirie Scott store (15.7 acres) will be developed into a \$200,000,000 multi-phase residential project. Phase I will be 271+ multifamily units and the TIF for this phase will be \$16,000,000 plus interest. Phase II will be 311- units and the TIF is projected to be \$9,639,372 plus interest. Additionally, a commercial courtyard with greenspace and infrastructure improvements will be completed with up to \$9,189,010 in funds from Yorktown Business District #2.

Mundelein:

Station 250 - 166-unit residential project, estimated cost \$40,000,000. The developer's fees were capped at \$1,000,000. The developer was reimbursed \$360,000 for demolition and \$88,616 for public improvements. The project was also awarded a \$12,790,000 TIF.



Roselle:

Metro 19 - 293-unit residential project and 540-space attached parking garage, cost \$80,000,000. The developer received the following economic Incentives: The Village of Roselle issued \$14,500,000 in bonds to reimburse developer for the parking garage (\$11,500,000) and sewer/storm water and Rose Drive East Improvements (\$3,500,000); Development and Impact fees were capped at \$500,000 (\$2,200,000 reduction). The Village of Roselle also donated .75 acres of land to the project.

South Elgin:

Panton Mill - 100-unit residential project, cost \$19,000,000. The developer received a reduction in Sewer and Wastewater Impact fees of \$1,488,300 in a combination of cash and pay-as-you-go TIF. South Elgin used \$412,000 of the TIF to purchase 2.5 acres which it contributed to the project.



Winfield:

Winfield Station - 162-unit residential project, cost \$35,000,000. The developer received a \$430,000 fee waiver; \$100,000 cost reimbursement upon receiving the Certificate of Occupancy and; a \$4,400,000 pay-as-you-go TIF.



Winfield Reserve

147- unit residential development, cost \$50,000,000. The developer received a \$1,500,000 fee waiver; a land contribution from Winfield valued at \$930,000 and; an \$8,360,000 pay-as-you-go TIF with a projected payback period of less than 5-years.

RESOLUTION NO. 25 - __

**A RESOLUTION TO APPROVE AND AUTHORIZE THE EXECUTION OF AN
EMPLOYMENT SEPARATION AND RELEASE AGREEMENT**

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 desires to completely settle and resolve all disputes related to the employment of a City employee; and

WHEREAS, the City Council deems it to be in the best interest of the City to enter into an Employment Separation and Release Agreement, a copy of which is attached hereto marked as Exhibit “A” and made a part hereof;

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: The City Council hereby determines that it is advisable, necessary and in the public interest that the City enter into the Employment Separation and Release Agreement, a copy of which is attached hereto marked as Exhibit “A” and made a part hereof.

Section 3: The Mayor is hereby authorized and directed to execute and the City Clerk is hereby authorized and directed to attest the Employment Separation and Release Agreement substantially in the form attached hereto as Exhibit “A” 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 Employment Separation and Release Agreement by the Mayor and the Corporation Counsel.

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

Section 4: This resolution shall be in full force and effect upon its passage and approval in accordance with law.

ADOPTED this 24th day of June 2025, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 24th day of June 2025.

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

ATTESTED and filed in my office,
this 24th day of June 2025.

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

Exhibit "A"

EMPLOYMENT SEPARATION AND RELEASE AGREEMENT



EMPLOYMENT SEPARATION AND RELEASE AGREEMENT

This Employment Retirement and Release Agreement (the “Agreement”) is made this 11th day of June 2025, by and between Amy Raffel (hereinafter referred to as the “Employee”) and the City of Oakbrook Terrace, Illinois, a municipal corporation (hereinafter referred to as the “City”). The Employee and the City are hereinafter sometimes collectively referred to as the “Parties.”

WHEREAS, the Employee and the City have agreed that the Employee’s separation from employment will be effective June 11, 2025;

WHEREAS, on May 28, 2025, the Employee was placed on paid administrative leave (“Paid Administrative Leave”), which Administrative Leave will continue up until Employee’s Resignation Date;

WHEREAS, the City has accepted the Employee’s resignation and has agreed to pay the Employee certain compensation to which the Employee would otherwise not be entitled, in exchange for the Employee’s promises contained herein; and

WHEREAS, the City has tendered this Agreement to the Employee on June 11, 2025, has given the Employee twenty-one (21) days to review the releases contained in the Agreement, and has advised the Employee of the Employee’s right to consult an attorney prior to signing this Agreement;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises set forth herein, the City and the Employee hereby agree as follows:

1. Separation of Employment. The Employee has decided to voluntarily resign from her employment with the City; and she has signed this Agreement as her free and voluntary act, indicative of her voluntary resignation. The Employee hereby submits her resignation to be effective June 11, 2025 (the “Separation Date”). The City hereby accepts the Employee’s resignation. The Parties hereby agree that the Employee’s resignation is irrevocable. The Parties agree that on June 11, 2025, their employment relationship and all terms of the Employee’s employment shall end and further agree that all notice requirements are met by both Parties.

The Employee has removed of all of her personal property from the City premises prior to June 11, 2025. The Employee acknowledges her obligation and confirms that, prior to the execution of this Agreement, she has returned all of the City’s property, keys, identification badge(s), etc., that she has in her possession or under her control. The Employee further confirms that, prior to the Employee’s execution of this Agreement, she has returned or otherwise surrendered possession of all City technology resources (including computers, software programs, computer peripherals, electronically stored data (including all client confidences and/or attorney work product), data storage devices, keys and written passwords) in her possession, custody or control. The City has terminated the Employee’s user access to City technology resources as of May 28, 2025.

Employee has been placed on Paid Administrative Leave commencing May 28, 2025, and continuing up until June 11, 2025. The Employee has been relieved of all of her duties as a City employee for the duration of the Employee's Paid Administrative Leave.

2. Consideration and Employment Separation Benefits. As consideration for the Employee's entering into this Agreement, the waiver of rights and releases contained herein, provided that the Employee timely executes this Agreement, does not revoke the Employee's acceptance of this Agreement, as set forth in Section 8 below, fully complies with the Employee's obligations under the Agreement and in lieu of any notice of termination, the City will pay the Employee her regular bi-weekly base salary, effective on the Separation Date and for twelve (12) weeks ("Payment in Lieu of Notice") from the Effective Date this Agreement. The Employee's Payment in Lieu of Notice shall be paid at the Employee's regular rate of pay as of the Separation Date and shall be subject to all regular withholdings and deductions. The Payment in Lieu of Notice will commence on the next regular payroll date following the Effective Date this Agreement, as set forth in Section 8 below.

In addition, the Employee will be paid for ninety-eight and three-quarter (98.75) hours earned and unused benefit time ("Benefit Time") in accordance with law and the practices, policies and the City's Personnel Policy and Procedures Manual. Any such payments shall be subject to all regular withholdings and deductions, and the net amount after such withholdings and deductions shall be payable to the Employee on the first regular payroll date following Effective Date, as set forth in Section 8 below.

The Employee has declined the City's group health insurance coverage. All employment benefits shall cease on the Separation Date. The Employee acknowledges and agrees that the Employee is not entitled to any other separation of employment payments or severance benefits except as provided in this Section 2.

3. Valid Consideration. The Employee acknowledges that certain of the City's payments (in particular, Paid Administrative Leave and Payment in Lieu of Notice) described hereinabove are not required by the City's policies or procedures or any contractual obligation and are offered by the City solely as consideration for this Agreement, along with the mutual promises contained herein, and that said Payment in Lieu of Notice constitutes good and adequate consideration.

4. Waiver of Rights Under the Age Discrimination in Employment Act. In consideration of the City's obligations to place the Employee on Paid Administrative Leave and the Payment in Lieu of Notice as contained in Section 2 hereinabove, the Employee does hereby knowingly and voluntarily waive, release, satisfy and forever discharge the City and all of its directors, officers, board members, trustees, employees, partners, insurers, reinsurers, predecessors, successors, assigns, agents, attorneys and representatives (past, present and future) (hereinafter the "Released Parties"), of and from any and all claims, actions, causes of action, demands and liabilities of any kind or character whatsoever, in law or in equity, which the Employee ever had or now has against said above-named persons and entities or any of them, for, upon or by reason of any rights arising prior to the date of this Agreement under the **Age Discrimination in Employment Act** (42 U.S.C. § 621 *et seq.*). It is the intent of the City and the

Employee that this be a full, complete and general release of the Employee's rights arising prior to the date of this Agreement under the **Age Discrimination in Employment Act**.

5. General Release. In addition to the waiver of rights set forth above and as a material inducement for the City to enter into this Agreement, the Employee does hereby remise, release, acquit, satisfy and forever discharge the City and all of its directors, officers, board members, trustees, employees, partners, insurers, reinsurers, predecessors, successors, assigns, agents, attorneys and representatives (past, present and future) (hereinafter the "Released Parties") of and from any and all claims, actions, causes of action, demands and liabilities of any kind or character whatsoever, in law or in equity, which the Employee ever had, now has or which any personal representative, successor, heir or assign of the Employee, hereafter can, shall or may have, against said above-named persons and entities or any of them, for, upon or by reason of any matter, cause or thing arising out of the Employee's employment with the City. It is the intent of the City and the Employee that this be a full, complete and general release. It is also the intent of the City and the Employee that this Agreement releases all claims of the Employee, including specifically, without limitation, any and all claims or causes of action for employment discrimination; any other claims or causes of action arising under, or any conduct which violates, the Consolidated Omnibus Budget Reconciliation Act of 1985; Title VII of the Civil Rights Act of 1964; the Americans with Disabilities Act; the Rehabilitation Act of 1973; 42 U.S.C. §§ 1981, 1983 or 1985; the Civil Rights Act of 1991; the Illinois Human Rights Act; or any other provision of the Illinois Constitution or any provision of the Constitution of the United States; the Employee Retirement Income Security Act of 1974; the Illinois Insurance Code; the Fair Labor Standards Act, the Family Medical Leave Act; or any other statute, ordinance, rule or regulation of any state, federal, county or municipal government regulating any aspect of the employment relationship; any and all claims or causes of action for breach of contract or breach of personnel policies or employee handbooks; promissory estoppel; infliction of emotional distress; invasion of privacy; wrongful or retaliatory discharge; defamation; libel; slander; any act contrary to the public policy of Illinois; or any other violation of the common law of Illinois or of any other state; any and all claims or causes of action for wages, vacation pay or benefits, including, but not limited to, all claims arising under or based on any conduct which violates the Illinois Wage Payment and Collection Act; any and all claims or causes of action which were or could have been asserted as arising under the Illinois Personnel Records Review Act; and any claims which might be asserted in any way related to the Employee's employment. It is the intent of the City and the Employee that this be a full, complete and general release.

6. Additional Representation. The Employee hereby warrants and represents that the Employee presently is not, nor has the Employee ever been enrolled in Medicare Part A or Part B or applied for such benefits, and that the Employee has no pending claim for Social Security Disability benefits nor is the Employee appealing or re-filing for Social Security Disability benefits. The Employee further warrants and represents that the Employee did not incur any physical injuries or receive medical care arising from or related to any of the claims released by this Agreement. The Employee also warrants and represents that Medicare has not made any payments to or on behalf of the Employee, nor has the Employee made any claims to Medicare for payments of any medical bills, invoices, fees or costs. The Employee shall indemnify and hold the City and the Released Parties harmless from (a) any claims of, or rights of recovery by Medicare and/or persons or entities acting on behalf of Medicare as a result of any undisclosed prior payment or any future payment by Medicare for or on behalf of Employee,

and (b) all claims and demands for penalties based upon any failure to report the settlement payment, late reporting or other alleged violation of Section 111 of the Medicare, Medicaid and SCHIP Extension Act that is based in whole or in part upon late, inaccurate or inadequate information provided to the City by the Employee. Employee agrees to hold harmless the City and the Released Parties from and/or for any loss of Medicare benefits or Social Security benefits (including Social Security Disability) the Employee may sustain as a result of this Agreement.

7. Time to Review and Attorney Consultation. The Employee has until July 20, 2025, to execute this Agreement and deliver a copy of the Agreement to the City's Mayor (although the Employee may choose to sign and deliver the Agreement sooner). The Employee acknowledges that the Employee was tendered this Agreement on June 11, 2025, and has been given at least twenty-one (21) days to review and execute this Agreement. The Employee agrees and acknowledges that the City has advised the Employee to consult with an attorney regarding this Agreement prior to signing below. The Employee has consulted with and has had the benefit of counsel of Ross I. Molho, an attorney with the law firm of Molho and Associates, LLC, regarding the legal consequences of this Agreement.

8. Revocation and Effective Date. The Employee agrees and understands that the Employee may revoke this Agreement within seven (7) days after the Employee signs this Agreement and that the Agreement shall not become effective or enforceable until eight (8) days after the date on which the Employee signs below. If the Employee wishes to revoke the Agreement, the Employee must deliver a written revocation to the City's Mayor. The City's Mayor must actually receive the written revocation within the seven (7) days after the Employee signs this Agreement. If the Employee does not revoke it, the Employee will receive the Payment in Lieu of Notice described in Section 2 of this Agreement; and this Agreement shall become effective and enforceable on the date upon which the seven-day revocation period expires (the "Effective Date").

9. No Reinstatement. The Employee recognizes that her employment with the City has permanently ceased. The City shall have no obligation to rehire, reinstate, recall or hire the Employee in the future.

10. Unemployment Benefits. Except for the period that the Employee receives the Payment in Lieu of Notice or Benefit Time, during which period the Employee is not eligible for unemployment benefits, the City shall not contest the Employee's eligibility for unemployment compensation. The Employee and the City acknowledge that the Employee may represent to the Illinois Department of Employment Security that "her employment was involuntary terminated as a result of a reorganization." The City shall not to contest this factual assertion by the Employee. However, the Employee acknowledges that the Illinois Department of Employment Security is the determining authority with respect to Employee's eligibility for unemployment benefits; and the City is not responsible for any determinations made by the Illinois Department of Employment Security with respect to Employee's eligibility for unemployment benefits.

11. Covenant Not to Sue and Recourse for Employee Breach. The Employee promises never to file or participate in a lawsuit, arbitration or other legal proceeding asserting any claim that is released pursuant to this Agreement, except to enforce rights created by this

Agreement. If the Employee breaches the Employee's promise and files or participates in a legal proceeding based on any such released claim, the City's obligation to pay the Payment in Lieu of Notice referred to in Section 2 above shall terminate immediately, and the Employee will (i) repay to the City any payments made to the Employee as consideration pursuant to this Agreement, including the Payment in Lieu of Notice; (ii) pay for all costs incurred by the City, including reasonable attorneys' fees, in defending against the Employee's claim and seeking repayment of the payments made under this Agreement; and (iii) pay all other damages awarded by a court of competent jurisdiction. The Employee further understands that nothing in this release prevents the Employee from filing a charge or complaint with or participating in an investigation or proceeding conducted by the EEOC, NLRB or any other federal, state or local agency charged with the enforcement of any employment laws, although by signing this Agreement, the Employee acknowledges that the Employee is waiving the Employee's right to individual relief based on claims asserted in such a charge or complaint.

12. City Council Approval. This Agreement requires approval of the City Council and shall be null and void unless it is approved by the City Council and the Mayor of the City.

13. Open Meetings and Freedom of Information Act Disclosure. The parties each acknowledge that Section 2.20 of the Freedom of Information Act (5 ILCS 140/1 *et seq.*) provides that all settlement agreements entered into by or on behalf of the City, including, but not limited to this Agreement, are public records subject to inspection and copying by the public, provided that information exempt from disclosure under Section 7 of the Freedom of Information Act may be redacted. In addition, the Open Meetings Act (5 ILCS 120/1 *et seq.*) requires disclosure of this Agreement in order to validly authorize the approval of this Agreement by the city council.

14. Neutral Construction. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either of the parties regardless of the drafter.

15. Complete Agreement. The Employee understands this Agreement sets forth all of the terms and conditions of the agreement between the Parties and that, in signing this Agreement, the Employee cannot rely and has not relied upon any prior verbal statement regarding the subject matter, basis or effect of this Agreement, and that all clarifications and/or modifications of this Agreement must be in writing.

[THE REMAINDER OF THIS PAGE LEFT BLANK – SIGNATURE PAGE TO FOLLOW]

NOTICE TO THE EMPLOYEE: BY SIGNING THIS AGREEMENT YOU ARE WAIVING YOUR RIGHTS ARISING PRIOR TO THE DATE OF THIS AGREEMENT, IF ANY, UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT. YOU ARE ALSO GENERALLY RELEASING THE CITY FROM ANY AND ALL OTHER CLAIMS YOU MAY HAVE.

THE EMPLOYEE REPRESENTS TO THE CITY THAT SHE HAS CONSULTED WITH A LAWYER PRIOR TO SIGNING THIS AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first above written.

EMPLOYEE:


Amy Raffel (Jun 12, 2025 15:48 CDT)

AMY RAFFEL

CITY OF OAKBROOK TERRACE:

PAUL ESPOSITO, Mayor

Attest:

MICHAEL SHADLEY, City Clerk

ORDINANCE NO. 25- _____

**AN ORDINANCE AMENDING THE PROVISIONS OF CHAPTER 30 ENTITLED
“GENERAL PROVISIONS” OF TITLE III ENTITLED “ADMINISTRATION” OF THE
CODE OF ORDINANCES OF THE CITY OF OAKBROOK TERRACE, ILLINOIS**

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 City is authorized by Section 11-76-4 of the Illinois Municipal Code, 65 ILCS 11-76-4, to sell personal property which, in the opinion of a simple majority of the corporate authorities then holding office, is no longer necessary or useful to, or for the best interests of the City;

WHEREAS, the City has enacted various ordinances codified as Chapter 30 entitled “General Provisions” of Title III entitled “Administration” of the Code of Oakbrook Terrace, Illinois, which regulate the purchasing, procurement and sale of certain goods and services for the City; and

WHEREAS, the corporate authorities of the City deem it necessary, desirable and in the best interest of the City to amend Chapter 30 entitled “General Provisions” of Title III entitled “Administration” of the Code of Oakbrook Terrace, Illinois, by adding thereto a subchapter entitled “Surplus Personal Property”;

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

Section 1: The recitals set forth above are incorporated herein by this reference.

Section 2: Chapter 30 entitled “General Provisions” of Title III entitled “Administration” of the Code of Oakbrook Terrace, Illinois, is hereby amended by adding thereto a subchapter entitled “Surplus Personal Property.”

Section 3: Chapter 30 entitled “General Provisions” of Title III entitled “Administration” of the Code of Oakbrook Terrace, Illinois, is hereby amended by adding thereto Section 30.76 entitled “Purpose” which shall read as follows:

§ 30.76 - Purpose.

It is the purpose of this subchapter to assure that all personal property which is no longer necessary or useful to, or for the best interests of the city is disposed in a manner to assure the best possible price, giving due consideration to the efficient operation of the city and the costs of administration of any established procedures. This subchapter shall be construed and interpreted in a manner consistent with the various statutes of the state as

they may relate to the disposal of surplus personal property by the city or, if different procedures are established by the city, in a manner consistent with such procedures. In the event that a specific Illinois statute governs the manner of disposal of surplus personal property and preempts the exercise of home-rule authority pursuant to the Illinois Constitution, then the specific requirements of the Illinois statute shall govern over any inconsistent provisions of this subchapter.

Section 4: Chapter 30 entitled “General Provisions” of Title III entitled “Administration” of the Code of Oakbrook Terrace, Illinois, is hereby amended by adding thereto Section 30.77 entitled “Surplus personal property disposal procedures” which shall read as follows:

§ 30.77 – Surplus personal property disposal procedures.

(A) Whenever the city owns any personal property which, in the opinion of a department head, is no longer necessary or useful to, or for the best interests of the city, the department head shall prepare a written request to the city council to declare that the personal property is no longer necessary or useful to, or for the best interests of the city and to authorize the disposal of that personal property. The request shall describe the personal property including its condition and, in the case of a motor vehicle, shall include the vehicle identification number, model year, make, model and mileage. The request shall set forth the reason(s) that the department head believes the personal property is no longer necessary or useful to, or for the best interests of the city.

(B) At least ten (10) days prior to the meeting at which the city council is to consider approval of the request to declare that the personal property is no longer necessary or useful to, or for the best interests of the city, public notice of the request, the description of the personal property proposed to be disposed and the date, time and place of the meeting shall be posted on the city’s website and in the public area of the city’s offices.

(C) The city council by majority vote:

(1) By ordinance may authorize the sale of that personal property in such manner as they may designate, with or without advertising the sale; or

(2) May authorize any city officer to convert that personal property into some other form that is useful to the city by using the material in the personal property; or

(3) May authorize any city officer to convey or turn in any specified article of personal property as part payment on a new purchase of any similar article. However, no article shall be turned in as part of the purchase price on any purchase except upon receipt of competitive bids, in such manner as may be prescribed by ordinance, after notice to all bidders that the article will be turned over as part of the purchase price.

(D) In determining the manner of disposal of the personal property, the city council may consider, but is not limited to, any of the following:

- (1) Transfer or sale of the personal property to another unit of government or public agency;
 - (2) Sale by publicly advertised auction to the highest bidder including, but not limited to, internet auction websites;
 - (3) Sale by sealed bids following a publicly advertised invitation to bid. The invitation to bid shall include, but shall not be limited to, the manner and terms of the sale and the date and time by which bids are to be submitted to the city. The sealed bids shall be returnable to the City Administrator. The Invitation to Bid shall be posted on the city's website at least fourteen (14) days prior to the date of the proposed sale or disposition of the personal property. Upon expiration of the bid deadline, the sealed bids shall be publicly opened and read aloud by the City Administrator. Bidders and the general public shall be allowed to attend the bid opening. The personal property shall be awarded to the bidder submitting the highest bid. The sale of all personal property valued over \$20,000 made by or on behalf of the city, shall be let by competitive bidding after advertisement, to the highest responsible bidder;
 - (4) Donation to any organization operating within or providing a service to residents of the city or the State of Illinois, which is recognized by the Internal Revenue Service as an organization described in section 501(c)(3) of the Internal Revenue Code of 1986, as amended;
 - (5) Personal property which has a value of less than the anticipated net sale proceeds, may be disposed of by any means determined to be cost-effective, including by disposal as waste.
- (E) Upon the consummation of a sale of the personal property, the city shall make, execute and deliver a bill of sale or similar instrument signed on behalf of the city, conveying the personal property in question to the purchaser and delivering possession, or the right to take possession, of the personal property to the purchaser. The proceeds from the sale of the personal property shall be deposited in the city's general fund.

Section 5: Chapter 30 entitled "General Provisions" of Title III entitled "Administration" of the Code of Oakbrook Terrace, Illinois, is hereby amended by adding thereto Section 30.78 entitled "Disposition report" which shall read as follows:

§ 30.78 – Disposition report.

Following the sale or disposition of the personal property, the department head shall prepare a written report detailing the sale or disposition. The report shall include, but shall not be limited to, the date of the sale or disposition of the personal property, the manner of disposal of the personal property, the identity of the purchaser or donee, the proceeds of the sale or disposition and the date the proceeds of the sale or disposition was deposited in the city's general fund. If the sale was by sealed bids, the report shall also list the identity of each bidder and amount of each bid submitted. The department head shall transmit the report to the city council which shall include the report in the minutes of its next regular

meeting.

Section 6: Chapter 30 entitled “General Provisions” of Title III entitled “Administration” of the Code of Oakbrook Terrace, Illinois, is hereby amended by adding thereto Section 30.79 entitled “Prohibited purchasers” which shall read as follows:

§ 30.79 – Prohibited purchasers.

Disposal or sale of the personal property hereunder shall not be made to an officer or employee of the city or to a person related by blood or marriage to an officer or employee of the city, except items sold through sealed bid or at public auction.

Section 7: If any provision of this ordinance, or the application of any provision of this ordinance, is held unconstitutional or otherwise invalid, such occurrence shall not affect other provisions of this ordinance, or their application, that can be given effect without the unconstitutional or invalid provision or its application. Each unconstitutional or invalid provision or application of such provision is severable, unless otherwise provided by ordinance.

Section 8: All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of the conflict.

Section 9: This ordinance shall be in full force and effect upon its passage, approval and publication in accordance with law.

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

AYES: _____

NAYES: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 8th day of July 2025.

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

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

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