

City of Oakbrook Terrace

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



City Council Regular Meeting Agenda

Tuesday, July 22, 2025 at 7:00 PM

Council Chambers - City Hall - 17W261 Butterfield Road



CITY COUNCIL REGULAR MEETING AGENDA

Tuesday, July 22, 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. Meeting Minutes of June 24, 2025
2. Executive Session Minutes of June 24, 2025
3. Meeting Minutes of July 8, 2025
4. Executive Session Minutes of July 8, 2025

VI. PUBLIC PARTICIPATION

VII. ACTION ITEMS / CONSENT AGENDA

1. Payment of City Bills: July 22, 2025, In the amount of \$296,487.77
2. Resolution No. 25-12 Approving and Authorizing the Payment of Estimate of Payment Number Two (Final) for the 2024 Curb Replacement Project by 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 – Office to Multi-Family Residential Conversion at 1901 Meyers Rd. (Pancor Construction & Development LLC).

Recommended Action: Information/Discussion Only.

2. A Resolution Approving and Authorizing the Payment of Estimate of Payment Number One (Final) for the 2024 Supervisory Control and Data Acquisition Improvements.

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. Ordinance Authorizing the Issuance of a Notice of Award and the Execution of a Contract between the City of Oakbrook Terrace, Illinois, and Bulk Storage, Inc. for the Salt Storage Barn Project.

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

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

XX. RECONVENE THE CITY COUNCIL MEETING

XXI. NEW BUSINESS

ADJOURN

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

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City Council Regular Meeting Minutes

Tuesday, June 24, 2025 at 7:00 PM

Council Chambers - City Hall - 17W261 Butterfield Road



CITY COUNCIL REGULAR MEETING MINUTES

Tuesday, June 24th, 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 24th, 2025, Regular and Committee of the Whole Meeting of the City Council to order at 7:00 PM.

II. ROLL CALL

Roll call indicated the following City Council members in attendance:

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

Absent: Sarallo

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

Motion to approve the June 10th, 2025 Minutes of the Regular City Council and Committee of the Whole was made by Alderman Rada and seconded by Alderman Fitzgerald. Roll Call:

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

Nayes: None

Absent: Sarallo

VI. PUBLIC PARTICIPATION

None

VII. ACTION ITEMS / CONSENT AGENDA

1. **Payment of City Bills:** June 24th, 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 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 Oakbrook Terrace Park 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.

Motion to approve items 1-5 of the Action Items/Consent Agenda of June 24th, 2025, Regular City Council and Committee of the Whole was made by Alderman Barbari and seconded by Alderman Greco.

Roll Call:

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

Nayes: None

Absent: Sarallo

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 Greco and seconded by Alderman Fitzgerald. An acclamation vote was taken:

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

Nayes: None

Absent: Sarallo

X. MAYOR ESPOSITO

1. Summer Concert series begins 6/27/25 – 9/5/25 at Terrace View Park from 7-10 PM.
2. Thank you to the Lions Club.
3. July 4th celebration will begin with a parade. Thank you Annie Biskup for your help.
The picnic will begin at 3 PM with free catered food for the residents. This will be followed by a concert and fireworks.
4. City Hall will be closed on Monday, 7/7, in observance of 7/4.
5. A shred event will be held on 9/13 at the City Hall parking lot from 9-12 PM.

XI. COMMITTEE OF THE WHOLE

1. Concept Plan - 18th Street Terrace Reserve (Gateway Development Partners, Inc)
Nick Morracco, President from Gateway Development Partners introduced Dan Shapiro, Attorney from Shapiro & Associates to present a proposal for a 203-unit podium style apartment building near the intersection of 18th Street and Luther Avenue acquiring 7.6 parcels of land. The development was

described as a luxury, multi-family development lifestyle. Michael, founding partner, explained luxury, multi-family development as high-end materials, designer fixtures and smart technologies.

Mayor Esposito stated that the subject property has been vacant for over 34 years. The mayor questioned the benefit of this type of apartment complex to the city noting that the mix of Oakbrook Terrace is different than surrounding communities with more multifamily homes vs single family homes.

Alderman Fitzgerald questioned what roads would service the complex. Nick replied that there would be a max of 1,200 vehicles per day around the complex with a daily average of 600. 18th Street would be the main access point with zero impact on Luther Avenue. The current water supply would be sufficient for the proposed development. A question asked was, could this project be done without TIF funding? Nick replied that they would need to determine the scope of the project and overall cost.

Alderman Barbari, asked what the material of the building is? The reply was a combination of stone, cement fiber board and siding. Construction would take approximately 18 months. All in, the cost is approximately 75M. A 1 bedroom rental would cost approximately \$2,500 while a 3 bedroom would be up to \$4,000.

Alderman Biskup expressed his concern with emergency personnel getting in and out of the complex. Biskup asked if there is a similar building already built that counsel could see? 2 complexes were suggested to view: 250 Station in Mundelein and 680 North in Schaumburg. The target market for the complex would attract the age groups of 25-35 and 50-65 years of age. The mayor asked how many projects of this scope has Gateway done? The reply was 5 with 3 being local.

Alderman Greco would like to see something in that area that draws the community together. Rada questioned what the developer sees in the property site? The reply was to spur new development, identify with the community and attract new residents. Other questions were whether the police and fire chief have been contacted about the impact of such a development and where would a water tower go when it is eventually needed?

Alderman Rada asked if the developer would manage the property. The reply was that there would be a 3rd party management company. Rada expressed concern about the additional traffic this would cause. He also questioned the luxury aspect of the apartments and why not make it more affordable for residents.

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.

The ordinance provides structure and guidance on how to dispose of personal property such as motor vehicles that are no longer in the best interest of the city. The report will go to the council for review and approval.

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

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.

XII. COUNCIL MEMBER COMMENTS

Alderman Fitzgerald said she was happy with the prompt response from Interim City Administrator, Walker, regarding the Strategic Plan. Fitzgerald will meet with Alderman Biskup to orientate him to McArthur Avenue issues.

Alderman Barbari is looking forward to the July 4th celebration.

Alderman Biskup gave thanks to the residence in attendance and looks forward to July 4th and all the hard work his wife has put into the parade.

Alderman Greco questioned whether the construction fence between the Olivia Brook subdivision and IDOT building would be replaced at the west side entrance by the garage. Recommends that the city purchases microphones for the presenters at the meetings.

Alderman Rada will be meeting with appropriate personnel for speed cameras concerning Meyer Road.

XIII. CITY ATTORNEY

None

XIV. CITY CLERK

None

XV. CITY ADMINISTRATOR

Encourages residents to log onto BS&S for their bills.

XVI. RECONVENE THE CITY COUNCIL MEETING

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

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

Nayes: None

Absent: Sarallo

XVII. RECESS TO EXECUTIVE SESSION

Motion to recess to Executive Session was made by Alderwoman Fitzgerald and seconded by Alderman Rada. Roll Call:

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

Nayes: None

Absent: Sarallo

XVIII. EXECUTIVE SESSION

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

XIX. RECONVENE THE CITY COUNCIL MEETING

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

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

Nayes: None

Absent: Sarallo

Resolution 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. Motion made by Alderman Barbari and seconded by Alderman Greco.

Roll Call:

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

Nays: None

Absent: Sarallo

XX. NEW BUSINESS

None

ADJOURN

Motion to adjourn was made by Alderman Barbari and seconded by Alderman Greco.

Acclamation vote was made with all Ayes. Motion carried unanimously.

Respectfully submitted,

Margie Tannehill, Recording Secretary

Attested:

Michael Shadley
City Clerk

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City Council Regular Meeting Minutes

Tuesday, July 8, 2025 at 7:00 PM

Council Chambers - City Hall - 17W261 Butterfield Road



CITY COUNCIL REGULAR MEETING MINUTES

Tuesday, July 8, 2025 at 7:00 PM
Council Chambers - City Hall - 17W261 Butterfield Road
www.oakbrookterrace.net

Mayor Paul Esposito

City Council Members: City Clerk Michael Shadley

Ward 1: Alderman Charlie Barbari and Alderman 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 July 8th, 2025, Regular and Committee of the Whole Meeting of the City Council to order at 7:00 PM.

II. ROLL CALL

Roll call indicated the following City Council members in attendance:

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

Absent: None

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

III. 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:** July 8, 2025, In the amount of \$154,869.27.
2. **Ordinance No. 25-26:** 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.

Alderman Greco requested that Ordinance No. 25-26 be removed from the consent agenda for discussion.

Motion to remove ordinance No 25-26 made by Alderman Greco seconded by Alderman Rada.
Motion approved via an acclamation vote.

Motion to approve Item #1 of the Action Items/Consent Agenda of July 8th, 2025, Regular City Council and Committee of the Whole Payment of City Bills in the amount of \$154,869.27 was made by Alderman Barbari and seconded by Alderman Sarallo.

Roll call:

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

Nayes: None

Absent: None

Motion to discuss Ordinance No. 25-26: 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 made by Alderman Greco and seconded by Alderwoman Fitzgerald.

Alderman Biskup questioned who could purchase vehicles that are no longer deemed useful for the city. The city attorney replied that the ordinance reads that any city employee, police officer and relationship via blood or marriage can purchase a vehicle via a sealed bid, auction or public auction. Per the ordinance the city administrator will need to share information with counsel regarding any interest in the purchase of a city vehicle via an agenda item.

Motion to approve Ordinance No. 25-26 made by Rada and seconded by Fitzgerald.

Roll call:

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

Nayes: None

Absent: None

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 Greco and seconded by Alderman Sarallo. An acclamation vote was taken.

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

Nayes: None

Absent:None

X. MAYOR ESPOSITO

A big thank you was expressed by the Mayor to the 4th of July committee including city staff, public works, police officers, and fire dept. Over 1,000 wristbands were distributed for the catered lunch. The catered food and band were excellent. The fireworks were great. The event

was safe with no issues. A special thank you to Amy Biskup for organizing the parade and Marisa P., Valerie B. and Jessica M.

The Mayor introduced Margie Tannehill whose role will include Operations Assistance, Deputy Clerk and Special Events.

XI. COMMITTEE OF THE WHOLE

1. A **Resolution** Approving and Authorizing the Payment of Estimate of Payment Number Two (Final) for the 2024 Curb Replacement Project by the City of Oakbrook Terrace, Illinois.

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

Second and final payment to Acura Inc. of \$42,126.34. The project budget was \$240,000. The project finished at \$212,928.74.

XII. COUNCIL MEMBER COMMENTS

Alderwoman Fitzgerald thanked the Mayor for the 4th of July festivities and Craig and his team for the decorations.

Alderman Sarallo thanked all the volunteers, staff and parade participants and Amy Biskup. He spoke with many residents, and they are happy that the parade has restarted. Uncle Bubs was great. Thank you Mayor.

Alderman Barbari thanked the police, city staff and public works for the 4th of July event.

Alderman Biskup added that the city services are phenomenal and appreciated the golf carts for transportation. He felt safe with the police dept.

Alderman Greco welcomed Margie Tannehill.

Alderman Sarello welcomed Margie. He relayed that he had a unique perspective of fireworks being at the SW corner of McDonalds and was able to see many fireworks and noted that Oakbrook Terrace was one of the better ones. Alderman Sarello had a question about the 1% grocery tax and whether we filed with the state. T. Walker replied, not yet. The recommendation was to hold off due to the influx filed.

Alderman Rada arranged a meeting that included Alderwoman Fitzgerald and Steven from the Department of Transportation from DuPage County to discuss a development at 14th Street and Meyers Road and speeding concerns especially headed northbound. The concern is for the children in the area. In the short term a speed check will be done. If there is an increase over 30% they will need to do something. Another concern is Luther Ave and the number of children in the area. Alderwoman Fitzgerald added that the speed check will be done by August. She added that the area of Luther and 14th will have 11 homes going in at 2.5M each with private swimming pools.

XIII. CITY ATTORNEY

None

XIV. CITY CLERK

None

XV. CITY ADMINISTRATOR

- BS&A emails were sent out, please set up your passwords for pay stubs and your W-2 access.
- Water bills are out with a new look.
- There was lots of hard work put into the July 4th parade by everyone. It was very impressive to see how it all came together.
- AP has a new format in BS&A and looks good.

XVI. RECONVENE THE CITY COUNCIL MEETING

Motion to reconvene the City Council meeting was made by Alderman Barbari and seconded by Alderman Greco. Motion approved via an acclamation vote.

XVII. RECESS TO EXECUTIVE SESSION

Motion to recess to Executive Session was made by Alderman Sarallo and seconded by Alderman Barbari.

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

Nayes:

Absent:

XVIII. EXECUTIVE SESSION

Closed Session pursuant to Section 2(c)(11) of the Open Meetings Act to discuss pending litigation.

XIX. RECONVENE THE CITY COUNCIL MEETING

Motion to reconvene the City Council meeting was made by Alderman Sarello and seconded by Alderman Greco. Motion approved via an acclamation vote.

XX. NEW BUSINESS

XXI. ADJOURN

Motion to adjourn was made by Alderman Barbari and seconded by Alderman Rada at 8:30.

Acclamation vote was made with all Ayes. Motion carried unanimously.

Respectfully submitted,

Attested:

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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

INVOICE REGISTER FOR CITY OF OAKBROOK TERRACE
EXP CHECK RUN DATES 07/22/2025 - 07/22/2025
POSTED AND UNPOSTED
OPEN AND PAID

Invoice Number Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
07/10/2025 0000023475	JULIE VENN UB refund for account: 002875-000 03-00-2010-00 JWADE WATER RESIDENTIAL RATE	07/10/2025 JWADE		307.30 307.30	307.30	Open	Y 07/22/2025
07/10/2025 0000023476	ELAINE DELUCA UB refund for account: 000085-000 03-00-2010-00 JWADE WATER RESIDENTIAL RATE	07/10/2025 JWADE		9.82 9.82	9.82	Open	Y 07/22/2025
07/10/2025 0000023477	JAMES DVORAK UB refund for account: 000371-000 03-00-2010-00 JWADE WATER RESIDENTIAL RATE	07/10/2025 JWADE		16.10 16.10	16.10	Open	Y 07/22/2025
07/10/2025 0000023478	CLEMENTINE & COMPANY LLC UB refund for account: 003146-000 03-00-2010-00 JWADE WATER WESTLANDS RATE	07/10/2025 JWADE		155.78 155.78	155.78	Open	Y 07/22/2025
07/10/2025 0000023479	RICHARD HALKO UB refund for account: 000385-000 03-00-2010-00 JWADE PENALTY	07/10/2025 JWADE		8.98 8.98	8.98	Open	Y 07/22/2025
07/10/2025 0000023480	NICHOLAS MARKOVICH UB refund for account: 000377-000 03-00-2010-00 JWADE WATER RESIDENTIAL RATE	07/10/2025 JWADE		93.17 93.17	93.17	Open	Y 07/22/2025
07/10/2025 0000023481	MATT HAWERBIER UB refund for account: 002492-000 03-00-2010-00 JWADE WATER RESIDENTIAL RATE	07/10/2025 JWADE		45.09 45.09	45.09	Open	Y 07/22/2025
07/10/2025 0000023482	ANASTACIA & RAFAEL ROMERO UB refund for account: 002462-000 03-00-2010-00 JWADE WATER RESIDENTIAL RATE	07/10/2025 JWADE		47.00 47.00	47.00	Open	Y 07/22/2025

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OPEN AND PAID

Invoice Number Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
07/10/2025 0000023483	GREGORY & LINDSAY MCKINNEY UB refund for account: 002960-000 03-00-2010-00	07/10/2025 JWADE	WATER WESTLANDS RATE	101.37 101.37	101.37	open	Y 07/22/2025
07/10/2025 0000023484	ARNOLD & SHIRLEY SCHUMACHER UB refund for account: 000390-000 03-00-2010-00	07/10/2025 JWADE	WATER WESTLANDS RATE	100.00 100.00	100.00	open	Y 07/22/2025
1015 0000023545	A.R.M. & Associates Inc CITY'S AMNESTY SHARE PROGRAM COSTS 01-02-5600-00	07/01/2025 JESPOSITO	PROFESSIONAL/TECHNICAL SERVICE	60.00 60.00	60.00	open	N 07/22/2025
1QWQLFTQM9D1 0000023509	Amazon Capital Services MONTHLY INVOICE- JULY 2025 01-02-6120-00 01-02-5780-00	07/01/2025 ALOZANO	INK FOR BOOKING PRINTER FLYING DISCS FOR 7/4 (110)	1,492.33 943.47 548.86	1,492.33	open	N 07/22/2025
1HKPPH1CPTYQ 0000023539	Amazon Capital Services CH/PW SUPPLIES - JUNE 2025 01-01-5781-00 01-04-6190-00 01-04-5663-00 01-01-5780-00 01-04-6130-00	07/01/2025 JESPOSITO	JULY 4TH WRISTBANDS TRAILER RECEIVER HITCH TIRE STORAGE RACK GRILL COVER - FOR EVENTS SHOP SUPPLIES	689.49 47.34 70.43 462.99 32.81 75.92	689.49	open	N 07/22/2025
1RCWRH4Q6D94 CR 0000023540	Amazon Capital Services UNDELIVERED FILE FOLDERS	JESPOSITO		(59.34)	(59.34)	open	N 07/22/2025
80166822 0000023535	Anderson Pest Solutions CH PEST CONTROL 01-04-5770-00	07/06/2025 JESPOSITO	BUILDING MAINTENANCE	64.86 64.86	64.86	open	N 07/22/2025

INVOICE REGISTER FOR CITY OF OAKBROOK TERRACE
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POSTED AND UNPOSTED
OPEN AND PAID

Invoice Number Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
5008 0000023496	Bluders Tree Service EMERGENCY LIMB REMOVAL - ABOVE PARADE RO JESPOSITO 01-04-5766-00	07/07/2025 TREE CARE		1,150.00 1,150.00	1,150.00	Open	N 07/22/2025
5009 0000023497	Bluders Tree Service EMERGENCY TREE REMOVAL - SPLIT MAPLE ON JESPOSITO 01-04-5766-00	07/07/2025 TREE CARE		850.00 850.00	850.00	Open	N 07/22/2025
5011 0000023534	Bluders Tree Service TREE & STUMP REMOVAL 1S550 MONTEREY AVE JESPOSITO 01-04-5766-00	07/07/2025 TREE CARE		4,450.00 4,450.00	4,450.00	Open	N 07/22/2025
054349 - AUGUST 0000023547	Blue Cross/Shield of Illinois PREPAID AUGUST 2025 PREMIUM 01-01-4530-00 01-02-4530-01 01-02-4535-02 01-02-4535-03 01-02-4535-04 01-03-4530-00 01-04-4530-00 01-11-4530-00 03-12-4530-00 01-00-1590-00	07/16/2025 JESPOSITO HEALTH/DENTAL INS. - ADMIN. HEALTH/DENTAL INS. - PS ADMIN. HEALTH/DENTAL INS. - PS SGTs. HEALTH/DENTAL INS. - PS OFFICERS HEALTH/DENTAL INS. - PS DET. HEALTH/DENTAL INS. - COMM. DEV. HEALTH/DENTAL INS. - STREETS HEALTH/DENTAL INS. - FINANCE HEALTH/DENTAL INS. - WATER DEPT. HEALTH/DENTAL INS. - COBRA		78,934.76 1,136.77 6,889.08 9,437.61 24,928.19 4,158.57 6,310.54 6,796.03 10,361.49 5,877.05 3,039.43	78,934.76	Open	N 07/22/2025
054349 - JUNE 2 0000023550	Blue Cross/Shield of Illinois PREPAID JUNE 2025 PREMIUM 01-01-4530-00 01-02-4530-01 01-02-4535-02 01-02-4535-03 01-02-4535-04 01-03-4530-00 01-04-4530-00 01-11-4530-00 03-12-4530-00 01-00-1590-00	05/15/2025 JESPOSITO HEALTH/DENTAL - ADMIN. HEALTH/DENTAL - PS ADMIN. HEALTH/DENTAL - PS SGTs HEALTH/DENTAL - PS OFFICERS HEALTH/DENTAL - PS DETS. HEALTH/DENTAL - COMM. DEV. HEALTH/DENTAL - STREETS HEALTH/DENTAL - FINANCE HEALTH/DENTAL - WATER HEALTH/DENTAL - COBRA		83,031.19 3,163.49 6,889.08 9,437.61 31,050.02 4,158.57 6,310.54 6,796.03 8,336.10 5,877.05 1,012.70	83,031.19	Open	N 07/22/2025

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EXP CHECK RUN DATES 07/22/2025 - 07/22/2025
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OPEN AND PAID

Invoice Number Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
054349 - JULY 2 0000023551	Blue Cross/Shield of Illinois PREPAID JULY 2025 PREMIUM 01-01-4530-00 01-02-4530-01 01-02-4535-02 01-02-4535-03 01-02-4535-04 01-03-4530-00 01-04-4530-00 01-11-4530-00 03-12-4530-00 01-00-1590-00	05/15/2025 JESPOSITO HEALTH/DENTAL - ADMIN. HEALTH/DENTAL - PS ADMIN. HEALTH/DENTAL - PS SGT. HEALTH/DENTAL - PS OFFICERS HEALTH/DENTAL - PS DETS. HEALTH/DENTAL - COMM. DEV. HEALTH/DENTAL - STREETS HEALTH/DENTAL - FINANCE HEALTH/DENTAL - WATER HEALTH/DENTAL - COBRA		76,909.36	76,909.36	Open	N 07/22/2025
162842 0000023524	BS& A Software LLC CREDIT CARD FEES 01-11-5606-00	07/10/2025 JESPOSITO CREDIT CARD TRANSACTION FEES		31.74	31.74	Open	N 07/22/2025
1919 0000023507	Case Lots, Inc. BLACK CAN LINERS 01-04-6130-00	06/26/2025 JESPOSITO SUPPLIES		293.40	293.40	Open	N 07/22/2025
6186 0000023501	Greater Oak Brook Chamber of Commer MEMBERSHIP RENEWAL MARCH 2025 THRU FEBRU 01-01-5610-00	04/22/2025 JESPOSITO MEMBERSHIP & ASSOCIATION FEES		477.00	477.00	Open	N 07/22/2025
40V0042054 0000023523	Chicago Parts & Sound LLC ROTORS 01-02-5663-00	06/18/2025 JESPOSITO VEHICLE MAINT. & REPAIR		68.60	68.60	Open	N 07/22/2025
202952 0000023511	Christopher B. Burke Engineering, L CURB REPLACEMENT 05-12-7143-00	07/16/2025 JESPOSITO CURB REPLACEMENT		2,655.00	2,655.00	Open	N 07/22/2025
202953 0000023512	Christopher B. Burke Engineering, L SALT BARN 09-12-7145-01	07/16/2025 JESPOSITO SALT BARN		3,515.00	3,515.00	Open	N 07/22/2025

INVOICE REGISTER FOR CITY OF OAKBROOK TERRACE
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202954 0000023513	Christopher B. Burke Engineering, L 07/16/2025 ENGINEERING REVIEW 01-03-5604-00	JESPOSITO Building & Zoning Engineering		855.00 855.00	855.00	Open	N 07/22/2025
202955 0000023514	Christopher B. Burke Engineering, L 07/16/2025 ENGINEERING REVIEW 01-03-5604-00	JESPOSITO Building & Zoning Engineering		591.06 591.06	591.06	Open	N 07/22/2025
202956 0000023515	Christopher B. Burke Engineering, L 07/16/2025 BUILDING & ZONING ENGINEERING 01-03-5604-00	JESPOSITO BUILDING AND ZONING ENGINEERING		855.00 855.00	855.00	Open	N 07/22/2025
202957 0000023516	Christopher B. Burke Engineering, L 07/16/2025 BUILDING & ZONING ENGINEERING 01-03-5604-00	JESPOSITO BUILDING AND ZONING ENGINEERING		570.00 570.00	570.00	Open	N 07/22/2025
202958 0000023517	Christopher B. Burke Engineering, L 07/16/2025 ENGINEERING REVIEW 01-03-5604-00	JESPOSITO Building & Zoning Engineering		570.00 570.00	570.00	Open	N 07/22/2025
4236599002 0000023494	Cintas Corporation PD FLOOR MAT SERVICE 01-02-5770-00	07/11/2025 JESPOSITO BUILDING MAINTENANCE		113.88 113.88	113.88	Open	N 07/22/2025
4236599025 0000023495	Cintas Corporation CITY HALL FLOOR MAT SERVICE 01-04-5770-00	07/11/2025 JESPOSITO BUILDING MAINTENANCE		296.27 296.27	296.27	Open	N 07/22/2025
14092 0000023490	CLS Background Investigations CRIMINAL SEARCH FEES (3)	07/01/2025 JESPOSITO		6.00	6.00	Open	N 07/22/2025

INVOICE REGISTER FOR CITY OF OAKBROOK TERRACE
 EXP CHECK RUN DATES 07/22/2025 - 07/22/2025
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Invoice Number Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
1141854 0000023543	Coeo Solutions, LLC INTERNET, CALLER ID, SIP TRUNK 01-01-5665-00 01-02-5665-00 01-03-5665-00 01-11-5665-00	07/15/2025 INTERFACE JESPOSITO ADMIN. SERVICE 7/15-8/14/2025 PD SERVICE 7/15-8/14/2025 COMM. DEV. SERVICE 7/15-8/14/2025 FINANCE SERVICE 7/15-8/14/2025		1,887.43	1,887.43	Open	N 07/22/2025
17422 0000023471	College of DuPage SLEA FOR MARQUEZ/EBIBI 01-02-5605-00	06/26/2025 ALOZANO TRAINING & CONFERENCES		10,331.20 10,331.20	10,331.20	Open	N 07/22/2025
7157829000 JUNE 0000023528	Com Ed PAS - 17B 6/6-7/8/2025 03-12-5758-00	07/08/2025 JESPOSITO UTILITIES		55.34 55.34	55.34	Open	N 07/22/2025
9551820100 JUNE 0000023529	Com Ed WATER TOWER 6/6-7/8/2025 03-12-5758-00	07/08/2025 JESPOSITO UTILITIES		136.13 136.13	136.13	Open	N 07/22/2025
324027500 JUNE 0000023530	Com Ed TORNADO SIREN 6/6-7/8/2025 01-04-5758-00	07/08/2025 JESPOSITO UTILITIES		45.22 45.22	45.22	Open	N 07/22/2025
0014123333 JUNE 0000023531	Com Ed 17W203 HALSEY 6/6-7/8/2025 01-04-5760-00	07/08/2025 STREETLIGHTS JESPOSITO STREET LIGHT MAINT		84.55 84.55	84.55	Open	N 07/22/2025
7155941222 JUNE 0000023533	Com Ed WTMF 6/6-7/8/2025 03-12-5758-00	07/09/2025 JESPOSITO UTILITIES		291.73 291.73	291.73	Open	N 07/22/2025
7155941222 MAY 0000023549	Com Ed JULY 2024 & APRIL - JUNE 2025 03-12-5758-00	06/09/2025 JESPOSITO UTILITIES - UNPAID JULY 2024		814.36 814.36	814.36	Open	N 07/22/2025

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Invoice Number Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
0019544 0000023532	JULY 2 Comcast PSB CABLE 7/8-8/7/2025 01-04-5758-00	07/04/2025 JESPOSITO UTILITIES		268.30 268.30	268.30	Open	N 07/22/2025
06-21-310-045 0000023519	DONALD WOOD SECURITY CAMERA REBATE PROGRAM - 1709 AS JESPOSITO 01-01-5790-00	07/07/2025 Residential Sec. Sys. Rebate		64.78 64.78	64.78	Open	N 07/22/2025
19514 0000023487	DU-COMM FACILITY LEASE - 2ND QUARTER 01-02-5680-00	08/01/2025 ALOZANO DU COMM - 8/1-10/31/2025		2,800.11 2,800.11	2,800.11	Open	N 07/22/2025
JULY 2025 0000023506	Edwina Shelley FACE PAINTER/BALLOON ARTIST - JULY 4TH 2 JESPOSITO 01-01-5781-00	07/03/2025 JULY 4TH 2 JESPOSITO SPECIAL EVENTS		825.00 825.00	825.00	Open	N 07/22/2025
20-4497 0000023502	Elan City PD SPEED RADAR SIGN 01-02-6190-00	04/14/2025 CWARD NON-CAPITAL EQUIPMENT		0.00 4,000.00	0.00	Void	N 07/14/2025
20-4497-2 0000023541	Elan City EVOLIS VISION RADAR SPEED SIGN - SOLAR 01-02-6190-00	04/14/2025 JESPOSITO NON-CAPITAL EQUIPMENT		4,000.00 4,000.00	4,000.00	Open	N 07/22/2025
65-66696 0000023505	Fastsigns 4TH OF JULY PICNIC/FIREWORKS BANNER 01-01-5780-00	07/02/2025 JESPOSITO SPECIAL EVENTS		150.00 150.00	150.00	Open	N 07/22/2025
65-66674 0000023548	Fastsigns 4TH OF JULY 2025 PARADE BANNER 01-01-5781-00	06/30/2025 JESPOSITO JULY 4TH PROGRAMS		125.00 125.00	125.00	Open	N 07/22/2025

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Invoice Number Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
26477 0000023491	First Responders Wellness Center PRE-EMPLOYMENT PERFORMANCE EXAM	06/27/2025 JESPOSITO		610.00	610.00	Open	N 07/22/2025
26580 0000023492	First Responders Wellness Center PRE-EMPLOYMENT PERFORMANCE EXAM	07/02/2025 JESPOSITO		610.00	610.00	Open	N 07/22/2025
7-10-25 0000023518	Robert J. Gonzini ELEC. & BLDG. INSPECTION SVCS. - 7/3-7/1 01-03-5600-00	07/16/2025 JESPOSITO	Electrical and Building Inspection Servi	512.55 512.55	512.55	Open	N 07/22/2025
703823433 0000023522	Granite Telecommunications CREDIT CARD TERMINALS AND AUTO DIALERS 01-01-5668-00 01-14-5668-00 01-04-5668-00 03-12-5668-00	07/01/2025 JESPOSITO	EXECUTIVE MGMT. SERVICES TRAFFICE ENFORCEMENT CHARGES STREET DEPT. CHARGES WATER DEPT. CHARGES	824.07 87.02 87.02 325.01 325.02	824.07	Open	N 07/22/2025
001 0000023493	Timothy Griffin ORAL INTERVIEW FEES	07/09/2025 JESPOSITO		300.00	300.00	Open	N 07/22/2025
6129000008752 0000023521	Illinois Tollway IPASS CHARGES - 4/1-6/30/25 01-04-5663-01 01-04-5663-00	07/03/2025 JESPOSITO	TOLL FEES - ADMIN. TOLL FEES - PUB. SERV.	223.10 31.85 191.25	223.10	Open	N 07/22/2025
43093 0000023525	In Balance IT solutions LLC OPTIPLEX 7020 SFF PLUS 01-01-6151-00	07/11/2025 JESPOSITO	HARDWARE	(1,367.84) (1,367.84)	(1,367.84)	Open	N 07/22/2025
43094 0000023526	In Balance IT solutions LLC DELL PRO MICRO PLUS QBM1250 01-01-6151-00	07/11/2025 JESPOSITO	HARDWARE	1,392.17 1,392.17	1,392.17	Open	N 07/22/2025

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43069 0000023527	In Balance IT Solutions LLC OPTIOPLEX 7020, HP PROBOOK 450, HP 24" M JESPOSITO 01-01-6151-00	06/23/2025 CWARD	07/22/2025	2,701.89 2,701.89	2,701.89	Open	N 07/22/2025
3003857 0000023474	Integrated Control Technologies LLC PD BAS HVAC SYSTEM UPGRADE ICT 09-12-7117-03	07/09/2025 CWARD	07/22/2025	0.00 11,374.00	0.00	Void	N 07/22/2025
2A0F127C0011 0000023472	Jet Brite Car Wash, Inc. CAR WASH 5/16-6/15 01-02-5663-00	07/08/2025 ALOZANO	07/22/2025	189.00 189.00	189.00	Open	N 07/22/2025
502852053 0000023503	Konica Minolta Business Solutions CH PRINTER/COPIER MAINTENANCE - JUNE 202 JESPOSITO 01-01-5660-00	06/30/2025 JESPOSITO	07/22/2025	287.28 287.28	287.28	Open	N 07/22/2025
9010509796 0000023542	Konica Minolta Business Solutions PD COPIER MAINTENANCE - 6/5-7/4/2025	07/04/2025 JESPOSITO	07/22/2025	175.14	175.14	Open	N 07/22/2025
CHIC 233548 0000023504	Latitude Signage + Design 2 ETCHED BRUSHED ZINC NAME PLATES FOR CO JESPOSITO 01-01-5600-00	07/18/2025 PROFESSIONAL/TECHNICAL SERVICE	07/22/2025	646.00 646.00	646.00	Open	N 07/22/2025
112173099 0000023485	Midwest Mechanical CITY HALL RTU REPAIR 01-04-5770-00	07/10/2025 CWARD	07/22/2025	674.40 674.40	674.40	Open	N 07/22/2025
127290 0000023486	Minuteman Press NNO FLYERS 01-02-5780-00	07/10/2025 ALOZANO	07/22/2025	162.92 162.92	162.92	Open	N 07/22/2025

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1411188444 0000023473	Motorola LPR SQUADS YEARLY FEE 01-02-5611-00	06/17/2025 ALOZANO SUPPORT SERVICES		2,184.00 2,184.00	2,184.00	Open	N 07/22/2025
07688 JUNE 2025 0000023520	Bill Payment Center Nicor Gas PD GAS SERVICE - 6/10-7/10/25 01-02-5758-00	07/10/2025 JESPOSITO UTILITIES		306.07 306.07	306.07	Open	N 07/22/2025
67503 JUNE 2025 0000023536	Bill Payment Center Nicor Gas PSB GAS 6/10-7/10/2025 01-04-5758-00	07/10/2025 JESPOSITO UTILITIES		177.98 177.98	177.98	Open	N 07/22/2025
79176 0000023544	Peerless Network, Inc. PW PHONE SERVICE - 7/15-8/14/2025 01-04-5665-00 03-12-5665-00	07/15/2025 JESPOSITO STREET DEPT. PHONES WATER DEPT. PHONES		229.62 114.81 114.81	229.62	Open	N 07/22/2025
1166-1886 JUNE 0000023538	Pitney Bowes Inc. POSTAGE METER REFILL 01-02-6170-00	07/06/2025 JESPOSITO POSTAGE		441.99 441.99	441.99	Open	N 07/22/2025
0000803668 0000023499	Procom Enterprises, Ltd. LABOR IT/SYSTEM ENG. / SMART READER V2.6 JESPOSITO 01-01-5600-00	10/25/2025 JESPOSITO PROFESSIONAL/TECHNICAL SERVICE		2,257.00 2,257.00	2,257.00	Open	N 07/22/2025
0000836339 0000023500	Procom Enterprises, Ltd. BURGLARY ALARM MONITORING - JULY - SEPT JESPOSITO 01-01-5600-00	07/02/2025 JESPOSITO PROFESSIONAL/TECHNICAL SERVICE		122.85 122.85	122.85	Open	N 07/22/2025
008467-000 MAY 0000023498	Flagg Creek Water Reclamation Distr SEWER SERVICE - PD 4/30-5/30/25 01-02-5758-00	06/27/2025 JESPOSITO UTILITIES		(41.39) (41.39)	(41.39)	Open	N 07/22/2025

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001 0000023489	Robert Shanahan EXPENSE FORM - LOCKS & KEYS	07/10/2025 JESPOSITO		60.50	60.50	Open	N 07/22/2025
51326 0000023488	Special T Unlimited 2 SAFETY GREEN T-SHIRTS 01-11-6120-00	07/02/2025 JESPOSITO OFFICE SUPPLIES		56.00 56.00	56.00	Open	N 07/22/2025
IN581936 0000023508	Suburban Door Check & Lock Service, 06/30/2025 C-CLIP RING, DUPLICATE KEYS, KEY RING 01-04-6190-00	06/30/2025 JESPOSITO NON-CAPITAL EQUIPMENT		29.36 29.36	29.36	Open	N 07/22/2025
6117501144 0000023546	Verizon Wireless OBT CELL & SQUAD PHONE SERVICE 7/2-8/1/2 01-01-5668-00 EXEC. ADMIN. PHONES 01-11-5668-00 FINANCE PHONES 01-02-5668-00 PD/SQUAD SERVICE 01-03-5668-00 COMM. DEV. PHONES 01-04-5668-00 STREET'S PHONES 03-12-5668-00 WATER DEPT. PHONES	07/01/2025 JESPOSITO EXEC. ADMIN. PHONES FINANCE PHONES PD/SQUAD SERVICE COMM. DEV. PHONES STREET'S PHONES WATER DEPT. PHONES		1,488.75 147.22 109.87 907.13 84.62 146.08 93.83	1,488.75	Open	N 07/22/2025
# of Invoices: 76	# Due: 74	Totals:		297,956.34	297,956.34		
# of Credit Memos: 3	# Due: 3	Totals:		(1,468.57)	(1,468.57)		
Net of Invoices and Credit Memos:				296,487.77	296,487.77		
--- TOTALS BY GL BANK ---				296,487.77			
GENCK							
--- TOTALS BY FUND ---							
01 CORPORATE FUND				268,268.49	268,268.49		
03 WATER FUND				20,346.98	20,346.98		
05 MOTOR FUEL TAX FUND				2,655.00	2,655.00		
09 CAPITAL IMPROVEMENTS FUND				3,515.00	3,515.00		
--- TOTALS BY DEPT/ACTIVITY ---							
00				5,949.44	5,949.44		
01 EXECUTIVE MANAGEMENT				16,082.13	16,082.13		

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	02 PUBLIC SAFETY			166,038.62	166,038.62		
	03 BUILDING & ZONING			23,252.96	23,252.96		
	04 PUBLIC WORKS			30,190.77	30,190.77		
	11 FINANCE			27,552.16	27,552.16		
	12 OPERATING			25,632.37	25,632.37		
	14 TRAFFIC LIGHT ENFORCEMENT			87.02	87.02		

RESOLUTION NO. 25- 12

A RESOLUTION APPROVING AND AUTHORIZING THE PAYMENT OF ESTIMATE OF PAYMENT NUMBER TWO FOR THE 2024 CURB REPLACEMENT PROJECT BY THE CITY OF OAKBROOK TERRACE, ILLINOIS

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

WHEREAS, in addition to its home-rule powers, pursuant to Article 11 of the Illinois Municipal Code, 65 ILCS 5/11, the City has the authority to improve roadways within its corporate limits;

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

WHEREAS, the Contractor has performed the Project and has submitted Estimate for Payment Number Two (Final) in the amount of Forty-Two Thousand One Hundred Twenty-Six and 34/100 Dollars (\$42,126.34), a copy of which is attached hereto marked as Exhibit “A,” to the City for consideration of payment;

WHEREAS, on June 20, 2025, Daniel L. Lynch, P.E., CFM, Head, Municipal Engineering Department, Christopher B. Burke Engineering, Ltd., recommended payment of Estimate for Payment Number Two (Final) in the amount of Forty-Two Thousand One Hundred Twenty-Six and 34/100 Dollars (\$42,126.34) to the Contractor, a copy of which is attached hereto marked as Exhibit “B”; and

WHEREAS, in the opinion of a majority of the corporate authorities of the City, it is advisable, necessary and in the public interest that the City consider the approval and authorization of payment of Estimate for Payment Number Two (Final) in the amount of Forty-Two Thousand One Hundred Twenty-Six and 34/100 Dollars (\$42,126.34) to the Contractor;

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

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

Section 2: In compliance with the requirements of the Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*, and the provisions of the Contract with the Contractor and subject to the satisfaction of the conditions set forth in this resolution, Estimate for Payment Number Two in the amount of Forty-Two Thousand One Hundred Twenty-Six and 34/100 Dollars (\$42,126.34) is hereby approved.

Section 3: The approval of payment of Estimate for Payment Number Two (Final) is subject to the following conditions:

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

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

Section 5: Upon satisfaction of the conditions set forth in Section Three by the Contractor, the Mayor, City Administrator and/or Finance Director shall be and are hereby authorized and directed to execute and the City Clerk shall be and is hereby authorized and directed to attest on behalf of the City the documents necessary to cause payment of Estimate for Payment Number Two (Final) in the amount of Forty-Two Thousand One Hundred Twenty-Six and 34/100 Dollars (\$42,126.34) to be made to the Contractor within 30 days after the date of approval of this

resolution and with such terms therein, consistent with this resolution as may be approved by the officials executing the same, their execution thereof shall constitute conclusive evidence of their approval of the same, subject to review and approval of such payment documents by the Mayor and the Corporation Counsel. The officials, officers, employees and agents of the City are authorized to take such actions and execute such documents as are necessary to carry out the purpose and intent of this resolution.

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

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

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

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 22nd day of July 2025.

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

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

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

EXHIBIT "A"

Acura Inc

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

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

INVOICE

Invoice No: 2055
Date: 06/20/2025
Due Date: 07/20/2025

Contract No: 92-32B129
Description: 2024 CURB REPLACEMENT PROJ
Estimate No: 2
Estimate Period: 06/20/2025 To 06/20/2025
Location: Illinois
PO No:
Our Job No: 241121
Period Ending: 06/20/2025

Customer No: 975

ITEM NO	QUANTITIES		UNIT	DESCRIPTION OF ITEMS	UNIT PRICE	AMOUNTS	
	CURRENT	TO DATE				CURRENT	TO DATE
1		5.00	EA	FR AND GRT TO BE ADJ	550.00		2,750.00
2		3,853.00	FT	PCC SHOULDER REMOVAL	6.00		23,118.00
3		4,044.00	FT	COMB CG TY B612	31.00		125,364.00
4	2,366.91	2,366.91	SY	LANDSCAPING	14.00	33,136.74	33,136.74
5			UNIT	SUPPLEMENTAL WATERING	100.00		
6		208.00	SY	HMA SURFACE PATCH 2	70.00		14,560.00
7		100.00	LS	TRAFFIC CONT PROT STD 70105	9,000.00		9,000.00
8			EA	EXTRA	1.00		
9		5,000.00	EA	INTLL PIP 60 LF PVC PIPE	1.00		5,000.00

Gross Amt This Estimate: 33,136.74
Less Retainage: .00
Amt Due This Estimate: 33,136.74
Comments:

Terms: Net 30 Days

Total Work To Date: 212,928.74
Less Retainage: .00
Total Amount To Date: 212,928.74
Less Previous Payments: 170,802.40
Net Amount Due: 42,126.34

Page: 1 of 1

EXHIBIT "B"



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

June 20, 2025

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

Attention: Craig Ward, Director of Public Services

Subject: 2024 Curb Replacement Project – Pay Request No. 2 (Final)
Invoice No. 2042
(CBBEL Project No. 92-32B129)

Dear Craig:

We have reviewed Invoice No. 2042, dated June 16, 2025, submitted by Acura, Inc. for work completed in accordance with the contract. The scope of work includes:

- Landscaping (Sod)

The total amount invoiced is \$42,126.34, which includes \$33,136.74 for landscaping provided by Arteaga Landscaping, and \$8,989.60 in retainage for labor and materials from Acura, Inc. from the previous payment. The summary of payments follow:

Total Work Completed	\$212,928.74
Less <u>Payment #1</u>	<u>\$170,802.40</u>
Payment #2 (Recommended)	\$ 42,126.34

We recommend that this invoice, totaling \$42,126.34, be approved for payment to Acura, Inc. which constitutes final payment on the contract.

For your review and records are the original invoice, detailing the itemization of quantities, and the waiver of lien from the general contractor and subcontractor are attached. All quantities have been field-verified by Brandon Portillo of our office.

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

Sincerely,

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

L1.062025- Pay Request No 2.docx



Interdepartmental Memo

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

From: Melissa Headley, AICP
Director of Community Development

Re: Concept Plan – Office to Multi-Family Residential Conversion at 1901 Meyers Rd (Pancor Construction & Development LLC)

Date: July 18, 2025

REQUEST:

Mayor and City Council to review attached letter and plans.

BACKGROUND:

Pancor Construction & Development LLC, the owner and manager of the office building located at 1901 Meyers Road, has submitted a proposal to convert a portion of the building to multi-family residential use.

The property consists of two office towers connected by a shared amenity space that includes a restaurant and fitness facility. These amenities are intended to serve both existing office tenants and future residential occupants.

Pancor is proposing a phased approach to the conversion. The first phase would involve converting the top floor of the west tower into 16 residential units. As these units are leased, the developer plans to continue converting additional floors within the tower to residential use until the entire west tower is fully occupied.

The original development was approved by special use. If the City Council is supportive of the proposed conversion, Pancor would be required to submit an application to amend the existing special use to allow for multi-family residential uses within the building.

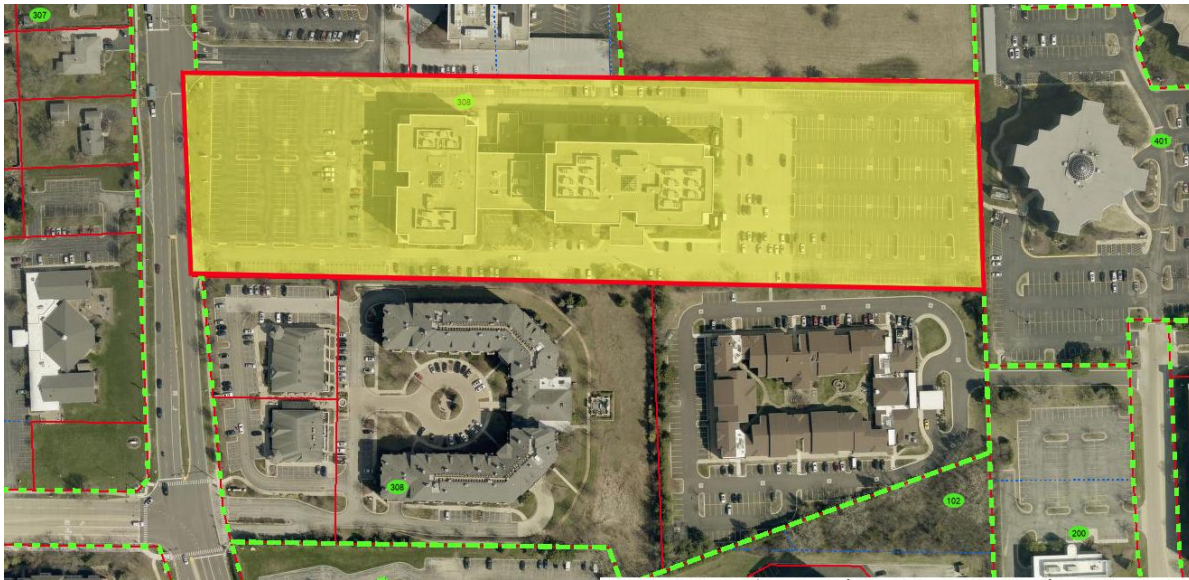
Site Information

Existing Zoning:	M-U Mixed-Use
Existing Land Use:	Office
Property Size:	9.63 Acres/419,482 sf
PINs:	06-21-308-019

Surrounding Zoning and Land Uses

	ZONING	EXISTING LAND USE
NORTH:	M-U Mixed-Use	Office (1815 Meyers Rd) & Vacant Parcel
SOUTH:	M-U Mixed-Use	Commercial & Multi-Family Residential (Regency Place & Regency Place Apartments)
EAST:	M-U Mixed-Use	Office (2 Trans Am Plaza)
WEST:	Unincorporated DuPage County	Lombard Christian Reformed Church & Single-Family Residential

Aerial photo of subject property



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

Attachments: Letter from Pancor Construction & Development LLC dated July 1, 2025
Floor Plans & Unit Plans



PANCOR CONSTRUCTION & DEVELOPMENT, LLC.

2175 POINT BOULEVARD | SUITE 125 | ELGIN, IL 60123

T 847 551 9195 | F 847 551 9196

July 1, 2025

Ladies and Gentlemen;

We are the owners of the 325,000 square foot office building at 1901 Meyers Road in your community. In light of the reduced demand for office space, we would like to discuss with your board an amendment to existing zoning to allow us to convert portions of this building to apartment uses.

We have owned and operated this property since 2003 and have maintained it in excellent condition. Until recently, we have maintained very high occupancy but in recent years, due to diminished and/or changing work space requirement, many of our larger tenants have eliminated their need for office space, or reduced their space needs.

We must increase the occupancy of this building in order to maintain it in operating condition, and, we believe the only way to do this is to convert portions of the property to residential apartments.

We commissioned a market study from a well-respected, independent consultant which indicates a high demand for increased apartments in the area.

The design of this property, two towers with full height, naturally lighted atriums, lends itself to residential uses. Amenities would include large common sitting area lobbies, new green outdoor space, dog-walking area, enhanced security, food service provided by a local restaurateur, heated covered parking, fitness center, and indoor pool.

We believe there are home owners in Oakbrook Terrace who have raised families, are considering downsizing, but would like to remain in the community, and who would consider leasing an apartment in our building.

We would continue to offer office space for lease and we believe these two uses are compatible as is demonstrated by other successful mixed use projects. Our first phase would consist of sixteen units on a top floor and when these have been occupied, we would convert additional floor as the market allows until the building is again fully occupied with apartments and offices.


Would it be possible to meet with the board and staff to discuss this opportunity?

Thank you for your consideration

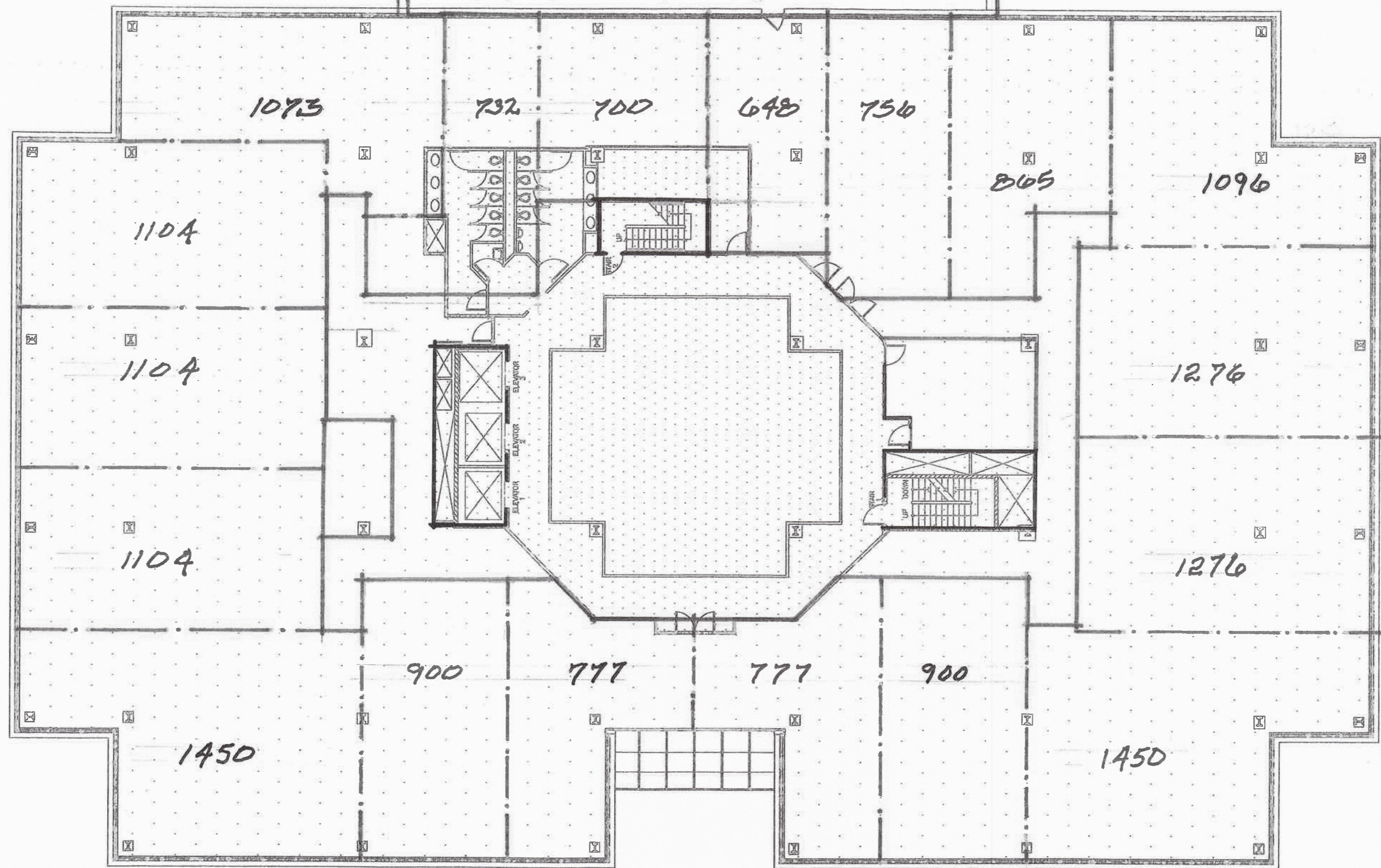
Daniel Corrado

Richard Panichi.

1901 S Meyers Oakbrook Terrace



Conversion of Commercial Office Space to Apartments



OAKBROOK TERRACE APARTMENT LAYOUT #1
 14 FEBRUARY 2025 J.K. ~~North~~

SCALE 1"=16'



1901 S MEYERS RD
OAKBROOK TERRACE

TYPICAL UNIT FLOOR PLAN
IB - OPTION 1





1901 S MEYERS RD
OAKBROOK TERRACE

TYPICAL UNIT FLOOR PLAN
2B+D





1901 S MEYERS RD
OAKBROOK TERRACE

TYPICAL UNIT FLOOR PLAN
1B - OPTION 1





1901 S MEYERS RD
OAKBROOK TERRACE

INSPIRATION IMAGES

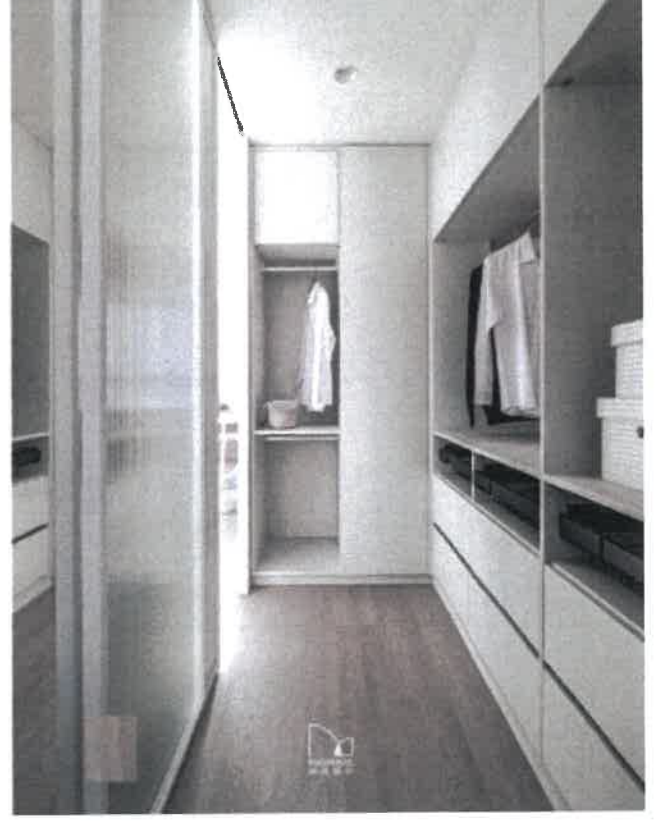




1901 S MEYERS RD
OAKBROOK TERRACE

INSPIRATION IMAGES





1901 S MEYERS RD
OAKBROOK TERRACE

INSPIRATION IMAGES





1901 S MEYERS RD
OAKBROOK TERRACE

INSPIRATION IMAGES





1901 S MEYERS RD
OAKBROOK TERRACE

TYPICAL UNIT FLOOR PLAN
2B+D





1901 S MEYERS RD
OAKBROOK TERRACE

INSPIRATION IMAGES





1901 S MEYERS RD
OAKBROOK TERRACE

TYPICAL UNIT FLOOR PLAN
1B - OPTION 1





1901 S MEYERS RD
OAKBROOK TERRACE

TYPICAL UNIT FLOOR PLAN
IB - OPTION 1





1901 S MEYERS RD
OAKBROOK TERRACE

INSPIRATION IMAGES





1901 S MEYERS RD
OAKBROOK TERRACE

INSPIRATION IMAGES





1901 S MEYERS RD
OAKBROOK TERRACE

INSPIRATION IMAGES





Interdepartmental Memo

To: Tanya Walker, Interim City Administrator / Finance Director

From: Craig Ward, Director of Public Services

Re: Water System SCADA Payout #1 and Final

Date: July 14, 2025

I am in agreement with CBBEL's payment recommendation to Metropolitan Industries in the amount of \$128,940.00 for the implementation of our new SCADA system for our water system controls.

My Water Operators and I have been trained on the new system and all is functioning well. This was a long time coming and I am very pleased with the results. We should be good on this front for many years to come and Metropolitan was a great company to work with.

RESOLUTION NO. 25-_____

A RESOLUTION APPROVING AND AUTHORIZING THE PAYMENT OF ESTIMATE OF PAYMENT NUMBER ONE (FINAL) FOR THE 2024 SUPERVISORY CONTROL AND DATA ACQUISITION IMPROVEMENTS PROJECT BY THE CITY OF OAKBROOK TERRACE, ILLINOIS

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

WHEREAS, in addition to its home-rule powers, pursuant to Article 11 of the Illinois Municipal Code, 65 ILCS 5/11, the City has the authority to improve roadways within its corporate limits;

WHEREAS, the City has entered into a contract with Metropolitan Industries, Inc., (the “Contractor”) to perform the 2024 Supervisory Control and Data Acquisition Improvements Project in the City (the “Project”);

WHEREAS, the Contractor has performed the Project and has submitted Estimate for Payment Number One (Final) in the amount of One Hundred Twenty-Eight Thousand Nine Hundred Forty and 00/100 Dollars (\$128,940.00), a copy of which is attached hereto marked as Exhibit “A,” to the City for consideration of payment;

WHEREAS, on July 10, 2025, John P. Caruso, P.E., Vice President, Head, Mechanical/Electrical Engineering Dept., Christopher B. Burke Engineering, Ltd., recommended payment of Estimate for Payment Number One (Final) in the amount of One Hundred Twenty-Eight Thousand Nine Hundred Forty and 00/100 Dollars (\$128,940.00) to the Contractor, a copy of which is attached hereto marked as Exhibit “B”; and

WHEREAS, in the opinion of a majority of the corporate authorities of the City, it is advisable, necessary and in the public interest that the City consider the approval and authorization of payment of Estimate for Payment Number One (Final) in the amount of One Hundred Twenty-Eight Thousand Nine Hundred Forty and 00/100 Dollars (\$128,940.00) to the Contractor;

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

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

Section 2: In compliance with the requirements of the Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*, and the provisions of the Contract with the Contractor and subject to the satisfaction of the conditions set forth in this resolution, Estimate for Payment Number One (Final) in the amount of One Hundred Twenty-Eight Thousand Nine Hundred Forty and 00/100 Dollars (\$128,940.00) is hereby approved.

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

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

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

Section 5: Upon satisfaction of the conditions set forth in Section 3 by the Contractor, the Mayor, City Administrator and/or Finance Director shall be and are hereby authorized and directed to execute and the City Clerk shall be and is hereby authorized and directed to attest on

behalf of the City the documents necessary to cause payment of Estimate for Payment Number One (Final) in the amount of One Hundred Twenty-Eight Thousand Nine Hundred Forty and 00/100 Dollars (\$128,940.00) to be made to the Contractor within 30 days after the date of approval of this resolution and with such terms therein, consistent with this resolution as may be approved by the officials executing the same, their execution thereof shall constitute conclusive evidence of their approval of the same, subject to review and approval of such payment documents by the Mayor and the Corporation Counsel. The officials, officers, employees and agents of the City are authorized to take such actions and execute such documents as are necessary to carry out the purpose and intent of this resolution.

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

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

ADOPTED this 12th day of August 2025, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

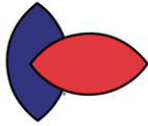
APPROVED by me this 12th day of August 2025.

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

ATTESTED and filed in my office,
this 12th day of August 2025.

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

EXHIBIT "A"



Metropolitan Industries Inc.
37 Forestwood Dr
Romeoville, IL, 60446-1343
Phone: 815-886-9200
Web: www.metropolitanind.com

Invoice

Reference No.: INV074525
Date: 30-Jun-2025
Due Date: 30-Jul-2025
Customer ID: 009017
Currency: USD

BILL TO:		SHIP TO:	
City of Oakbrook Terrace 17W275 Butterfield Rd Oakbrook Terrace IL 60181-4041 United States of America		Service Complete City of Oakbrook Terrace 17W275 Butterfield Rd Oakbrook Terrace IL 60181-4041 United States of America	
CUSTOMER REF. NUMBER	TERMS	CONTACT	
25-02	Net 30		

SO TYPE		SO NUMBER	SHIPMENT NUMBER		CUSTOMER P.O. NO.	
MN		MN000819	058267		25-02	
NO.	ITEM	QTY.	UOM	UNIT PRICE	DISC.	EXTENDED PRICE
1	NOTSTOCK: Oakbrook Terrace SCADA Improvements	1.00	EACH	128,940.0000	0%	128,940.00
2	NOTSTOCK: New Tower PLC and HMI System Materials	1.00	EACH	0.0000	0%	0.00
3	NOTSTOCK: New PAS PLC and HMI System Materials	1.00	EACH	0.0000	0%	0.00
4	NOTSTOCK: Additional Parts (Door Limit Switch and Temperature/Humidity Transmitter)	1.00	EACH	0.0000	0%	0.00
5	NOTSTOCK: MetroCloud Account Set up Fee NOTE: includes: First Site Fee Programming Level 2 Difficulty	1.00	EACH	0.0000	0%	0.00
6	NOTSTOCK: Labor and Miscellaneous parts	1.00	EACH	0.0000	0%	0.00

S.O. NOTE: Oakbrook Terrace SCADA Improvements
Oakbrook Terrace, IL

Our P.O. Number: 24N34173 DM

		Sales Total:	128,940.00
		Tax Total:	0.00
		Total (USD):	128,940.00

Page: 1 of 1

EXHIBIT "B"



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

July 10, 2025

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

Attention: Mr. Craig Ward, Public Services Director

Subject: Contractor's Pay Request No. 1
SCADA Improvements
City of Oakbrook Terrace
(CBBEL Project No. 01.R920032.B0131)

Dear Mr. Ward:

Attached please find Pay Application No. 1 from Metropolitan Industries, Inc. in the amount of **\$128,940.00** for work performed on the subject project. Christopher B. Burke Engineering, Ltd. (CBBEL) has reviewed the pay request and believes it is representative of the work performed to date. CBBEL understands the project is complete and is operating satisfactorily. The current status of the contract as we understand is as follows:

Original Contract Amount	\$128,940.00
Change Orders to Date	\$ 0.00
Total Current Contract Amount	\$128,940.00
 Total Amount Earned to Date	 \$128,940.00
0% Retainage	(\$ 0.00)
Amount Paid to Date	(\$ 0.00)
Total Due This Period	\$128,940.00

CBBEL recommends payment to Metropolitan Industries, Inc. in the amount of **\$128,940.00** for work completed to date.

If you have any questions, please do not hesitate to contact me.

Sincerely,

John P. Caruso, PE
Vice President
Head, Mechanical/Electrical Engineering Dept.

JPC/pjb

Cc: Dan Lynch, CBBEL

N:\OAKBROOKTERRACE\01.R920032 B\B100 - 199\9232B131 - SCADA System\Admin\11.071025.docx



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

July 10, 2025

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

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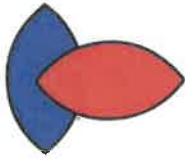
Sincerely,

A handwritten signature in black ink, appearing to read 'John P. Caruso'.

John P. Caruso, PE
Vice President
Head, Mechanical/Electrical Engineering Dept.

JPC/pjb

Cc: Dan Lynch, CBBEL



Metropolitan Industries Inc.
37 Forestwood Dr
Romeoville, IL, 60446-1343
Phone: 815-886-9200
Web: www.metropolitanind.com

Invoice

Reference No.: INV074525
Date: 30-Jun-2025
Due Date: 30-Jul-2025
Customer ID: 009017
Currency: USD

BILL TO:		SHIP TO:
City of Oakbrook Terrace 17W275 Butterfield Rd Oakbrook Terrace IL 60181-4041 United States of America		Service Complete City of Oakbrook Terrace 17W275 Butterfield Rd Oakbrook Terrace IL 60181-4041 United States of America
CUSTOMER REF. NUMBER	TERMS	CONTACT
25-02	Net 30	

SO TYPE		SO NUMBER	SHIPMENT NUMBER		CUSTOMER P.O. NO.	
MN		MN000819	059267		25-02	
NO.	ITEM	QTY.	UOM	UNIT PRICE	DISC.	EXTENDED PRICE
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S.O. NOTE: Oakbrook Terrace SCADA Improvements
Oakbrook Terrace, IL

Our P.O. Number: 24N34173 DM

Sales Total:		128,940.00
Tax Total:		0.00
Total (USD):		128,940.00



Interdepartmental Memo

To: Tanya Walker, Interim City Administrator / Finance Director

From: Craig Ward, Director of Public Services

Re: Salt Storage Barn Bid Award Recommendation

Date: July 17, 2025

On Wednesday July 16th at 10:00am in the City Council Chambers I read our one bid received by Bulk Storage Inc aloud. After reviewing the bid packet and meeting with the contractor, I agree with CBBEL's recommendation to award the contract to Bulk Storage, Inc. in the amount of \$627,672.76.

Bulk Storage, Inc. specializes in constructing these types of storage facilities and can complete the job for us. A salt storage facility like this one will have an 80+ year life expectancy.

The construction of a salt storage facility for the City of Oakbrook Terrace was approved for construction under this year's budget. We budgeted \$608,000 for its construction which is \$19,672.76 less than the bid received. We are able to offset the costs by utilizing MFT funds and it is looking like we will be getting a grant in the amount of \$115,000 to put towards the cost.

Currently, the City does not have any covered salt storage facilities of its own.



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

July 16, 2025

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

Attention: Mr. Craig Ward, Public Services Director

Subject: Evaluation and Recommendation of Submitted Bid Proposal
Salt Storage Barn
City of Oakbrook Terrace
(CBBEL Project No. 01.R920032.B0130)

Dear Mr. Ward:

One bid for the subject project was received and opened on July 16, 2025 shortly after 10:00 a.m. in the City Council Chambers. The bid is summarized below and tabulated in detail on the attached spreadsheet.

COMPANY	BASE BID TOTAL
Bulk Storage, Inc.	\$627,672.76
<i>Engineer's Opinion of Probable Construction Cost</i>	<i>\$676,390.00</i>

Our comments are as follows:

1. Bidder submitted the required 10% Bid Bond and Certifications and acknowledged/incorporated Addendum No. 1 in their respective bid.
2. There were no bid conditions listed in the Exceptions and Deviations section of the Bid Form on page 00 41 00-4 for the bidder.
3. There was a math error in Bulk Storage, Inc.'s as read proposal. The as read price of \$627,678.00 was \$627,672.76 after we tabulated the unit prices and corrected the line item total.
4. CBBEL recommends that the City award a contract in the amount of \$627,672.76 to Bulk Storage, Inc. of Beecher, Illinois for the subject project. Bulk Storage, Inc. has provided a responsive bid and is considered qualified to perform the work, and has constructed similar salt barns in the Village of Oak Brook as well as the City of West Chicago.

If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "John P. Caruso". The signature is fluid and cursive, with the first name "John" and last name "Caruso" being more prominent than the middle initial "P.".

John P. Caruso, PE
Head, Mechanical/Electrical Department

JPC/pjb

N:\OAKBROOKTERRACE\01.R920032 B\B100 - 199\9232B130 - Salt Storage Building\Admin\L1.BidEval.071625.docx



CHRISTOPHER B. BURKE ENGINEERING, LTD.
9575 W. Higgins Road, Suite 600
Rosemont, Illinois 60018

CITY OF OAKBROOK TERRACE
Salt Storage Barn
CBBEL PROJECT NO. 01R.920032.B0130
JULY 16, 2025
BID TABULATION

CODE NUMBER	DESCRIPTION	UNIT	QUANTITY	Engineer's Estimate		Bulk Storage Inc 28101 S.Yates Ave Beecher, IL 60401	
				UNIT COST	COST	UNIT COST	COST
13 34 21/01	SALT STORAGE BARN	L SUM	1	\$ 550,000.00	\$ 550,000.00	\$ 507,715.00	\$ 507,715.00
35300100	AGGREGATE BASE COURSE, TYPE A, 6"	SQ YD	711	\$ 35.00	\$ 24,885.00	\$ 29.11	\$ 20,697.21
40603080	HOT MIX ASPHALT BINDER COURSE , IL-19.0, MIX D N50 ,6"	TON	245	\$ 165.00	\$ 40,425.00	\$ 200.44	\$ 49,107.80
40604050	HOT MIX ASPHALT SURFACE COURSE, IL-9.5, MIX D N50, 2"	TON	85	\$ 350.00	\$ 29,750.00	\$ 311.15	\$ 26,447.75
44000100	PAVEMENT REMOVAL	SQ YD	711	\$ 30.00	\$ 21,330.00	\$ 23.00	\$ 16,353.00
	INSURANCE & BONDS	L SUM	1	\$ 10,000.00	\$ 10,000.00	\$ 7,352.00	\$ 7,352.00
TOTAL COST					\$ 676,390.00		\$ 627,672.76

CONTRACT DOCUMENTS
FOR
SALT STORAGE BARN
FOR
CITY OF OAKBROOK TERRACE, IL

BID SUBMITTED BY

Bulk Storage Inc

COMPANY NAME

28101 S. Yates Ave, Beecher, IL 60401

STREET ADDRESS

6/25/2025

DATE

CBBEL PROJECT NO. 01.R920032.B0130

FOR BID

BID DUE JULY 16, 2025 (BEFORE 10:00 A.M. LOCAL TIME)



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 West Higgins Road

Suite 600

Rosemont, Illinois 60018-4920

Tel (847) 823-0500 Fax (847) 823-0520

PROJECT SPECIFICATIONS AND INFORMATION

FOR

SALT STORAGE BARN

FOR

CITY OF OAKBROOK TERRACE, IL

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

CONSULTANT: CHRISTOPHER B. BURKE ENGINEERING, LTD.
9575 WEST HIGGINS ROAD
SUITE 600
ROSEMONT, IL 60018
(847) 823-0500

CONTRACT DOCUMENTS CONSISTING
OF

BIDDING REQUIREMENTS
CONTRACTUAL DOCUMENTS
TECHNICAL SPECIFICATIONS

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ADVERTISEMENT FOR BIDS

SECTION 00 11 13

The Mayor and City Council will receive sealed proposals for the following improvements at City Hall, 17W275 Butterfield Road, Oakbrook Terrace, IL 60181 until 10:00 A.M. on **Wednesday, July 16, 2025**.

CITY OF OAKBROOK TERRACE, IL SALT STORAGE BARN

Proposals will be publicly read aloud at 10:01 A.M. on **Wednesday, July 16, 2025**. No bid shall be withdrawn after the opening of the proposals without the consent of the Mayor and City Council for a period of forty-five days after the scheduled time of closing bids.

This project generally consists of the construction of a 40' wide x 60' deep concrete and wood salt storage structure; and all other related appurtenances and accessories necessary to complete the Work.

A pre-bid meeting will be held at Oakbrook Terrace Public Works on July 9, 2025, at 10:00 a.m., local time to tour the facility. The purpose of the pre-bid meeting is to allow Bidders to inspect the facilities scheduled for improvements. The address of Public Works is 17W130 Butterfield Road, Oakbrook Terrace, IL 60181.

All proposals shall be sealed in an envelope, addressed to the City of Oakbrook Terrace, attention Finance Director. The name, address and phone number of the bidder and the name of the project shall also appear on the outside of the envelope. Proposals must be submitted on the forms provided by the Engineer.

The Bidding Documents can be downloaded from QuestCDN via the Christopher B. Burke Engineering Ltd. (CBBEL) website <http://cbbel.com/bidding-info/> or at www.questcdn.com under Login using QuestCDN #9749933 for a non-refundable charge of \$30.00. A QuestCDN login will be required. Contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in membership registration and downloading this digital project information. A hard copy of the plans may also be viewed at CBBEL's offices located at 9575 W. Higgins Road, Suite 600, Rosemont, IL 60018. Contractors must purchase bid documents and be shown on the Bidder's Planholder List in order to bid. Bids received from contractors who are not in the Bidder's Planholder List will be rejected.

A certified check/bank draft drawn on a solvent bank, payable without condition to the City of Oakbrook Terrace, or a bid bond in an amount not less than ten percent (10%) of the bid shall be submitted with each proposal as a guarantee that, if the proposal is accepted, a contract will be entered into and the performance of the contract is properly secured.

A Performance Bond and Payment Bond, each in a sum equal to one hundred percent (100%) of the amount of the bid with sureties to be approved by the Mayor and City Council, must be furnished by the successful bidder. All bids or proposals shall contain an offer to furnish bonds upon acceptance of such bid or proposal.

Contractors and Subcontractors shall conform to the "Public Works Preference Project" Act, (30 ILCS 560/1, et Seq.)

Contractors shall be required to pay not less than the prevailing wage rates on the Project as established by the United States Department of Labor and the State of Illinois Department of Labor. Copies of these wage rates are incorporated in the Contract Documents.

Bids will only be received from qualified contractors. The right is reserved to reject any or all proposals, to waive technicalities, to postpone the bid opening, or to advertise for new proposals, if in the judgment of the Mayor and City Council their best interests will be promoted thereby.

Mayor and City Council
City of Oakbrook Terrace

END OF SECTION

INSTRUCTIONS TO BIDDERS

SECTION 00 21 13

00100 GENERAL

To demonstrate qualification for performing the Work of this Contract, Bidders may be requested to submit written evidence of financial position, previous experience, and/or current commitments.

Escalation of Contract price will not be allowed. All prices quoted must represent the entire cost in accordance with the Contract Document and no subsequent claim will be recognized for any increase in wage scales, material prices, cost indexes, or other rates affecting the construction industry or this project.

Bidders are required to attend the pre-bid meeting as described herein.

The Bidding Documents can be downloaded from QuestCDN via the Christopher B. Burke Engineering Ltd. (CBBEL) website <http://cbbel.com/bidding-info/> or at www.questcdn.com under Login using QuestCDN #9749933 for a non-refundable charge of \$30.00. A QuestCDN login will be required. Contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in membership registration and downloading this digital project information. A hard copy of the plans may also be viewed at CBBEL's offices located at 9575 W. Higgins Road, Suite 600, Rosemont, IL 60018. Contractors must purchase bid documents and be shown on the Bidder's Planholder List in order to bid. Bids received from contractors who are not in the Bidder's Planholder List will be rejected.

00101 BID DUE DATE, TIME AND PLACE

Signed bids, under seal, executed and dated for furnishing all services, labor, equipment, materials, and performing all Work necessary for the **Salt Storage Barn** located at **17W130 Butterfield Road**, all in accordance with the Contract Documents, will be received from Pre-Qualified Contractors by the Owner located at the **City of Oakbrook Terrace, 17W275 Butterfield Road, Oakbrook Terrace, IL 60181** on or before **10:00 a.m.** local time on the **16th day of July, 2025**.

Bids will be opened publicly and read aloud at the above address at 10:00 a.m. local time. No immediate decision shall be rendered concerning the proposals submitted.

If only one bid has been received on the day of the bid opening, this bid may not be opened, but instead be presented to the **City Council** at its next regular council meeting for consideration.

Bid offers submitted after the above bid opening due time will be returned to the Bidder unopened.

00102 SUBMISSION OF BID

Bidders shall submit **one (1) copy** of their proposal, together with Bid Security, affidavit of non-collusion and all other documents bound herewith, including all Addenda issued, in sealed envelope addressed as follows:

**City of Oakbrook Terrace
17W125 Butterfield Road
Oakbrook Terrace, IL 60181**

Subject: **Proposal for Salt Storage Barn**

In addition the sealed envelope submitted by the Bidder shall include the following information on the envelope face: Bidders name and address, and the date and hour of bid opening as designated herein.

Where proposals are sent by mail, special messenger, courier service, etc. the Bidder shall be responsible for the delivery of the Bid as designated herein prior to the designated date and hour for the opening of the Bids. If delivery is delayed beyond the date and hour set for the bid opening, proposals thus delayed will not be considered and will be returned unopened to respective bidders.

INSTRUCTIONS TO BIDDERS

00103 PROJECT DESCRIPTION & SCHEDULE

The Project in general consists of the construction of a 40' wide x 60' deep concrete and wood salt storage structure; and all other related appurtenances and accessories necessary to complete the Work.

The location of the project site is **17W130 Butterfield Road, Oakbrook Terrace, Illinois 60181.**

Access to the project site during construction activities will be allowed by the Owner during normal working hours; Monday through Friday, 7:00 a.m. to 4:00 p.m. **(or as otherwise directed by the Owner).**

Security Precautions. Contractor shall be responsible for any and all security precautions which may be required during the course of the Work.

Working Hours. The Owner will admit Contractors to the job site during working hours from 7:00 AM to 4:00 PM weekdays. Saturday and Sunday construction activities will not be allowed.

Project Schedule. Time is of the essence for the completion of the Work of this Contract. The Work of these Contract Documents is required to be completed within **one hundred eighty (180) consecutive** calendar days. The successful Bidder shall submit in writing, a construction schedule showing sequence of operations for review by the Owner prior to commencement of Work.

00104 LICENSE OR ROYALTY FEES.

If the Project is designed to require or permit use of processes, articles, apparatus or equipment for which licenses, or royalty fees will be charged, fees shall be paid directly by Contractor to patentee, licensee or owner of such processes, and fees shall be included in bid.

00105 EXAMINATION BY BIDDER

The Bidder shall, before submitting his/her proposal, carefully examine the Contract Documents, proposal, and bond and insurance requirements. The Bidder shall inspect in detail the site of the proposed Work and familiarize themselves with the detailed requirements of all Work including the demolition Work, together with work to be performed by others, and with all the local conditions affecting the Contract under which he/she will be obligated to operate in performing the Work. By submission of a bid it is understood that the Bidder has satisfied this mandatory requirement. If his Bid is acceptable, the Bidder shall be responsible for, and the **Owner** will make no allowance for, any errors in his/her proposal resulting from his/her failure or neglect to comply with these instructions.

A pre-bid meeting will be held only on July 9, 2025 at 10:00 a.m. local time, with all prospective bidders for the purposes of clarification, questions, site inspection, etc. Bidders will be responsible for signing an attendance register. Meeting will be held at the site located at 17W130 Butterfield Road, Oakbrook Terrace, IL 60181. No other individual information session will be held by the Owner relating to this bid.

00106 (NOT USED)

00107 INTERPRETATION OF CONTRACT DOCUMENTS

Questions regarding documents, discrepancies, omissions, or intent of the Specifications or Drawings shall be submitted in writing to Owner at least ten (10) days prior to opening of Bids to provide time for issuing and forwarding an Addendum. Any interpretation of the Contract Documents will be made only by Addendum duly issued or delivered by the Owner to each person receiving a set of Contract Documents. The Owner will not be responsible for any other explanations or interpretations of the Contract Documents. Failure on the part of the prospective Bidder to receive a written interpretation prior to the time of bid opening will not be grounds for withdrawal of his/her proposal. The Bidder shall acknowledge receipt of each Addendum issued in the space so provided in the Bid Form. Oral explanations will not be binding.

Direct questions to Mr. John P. Caruso, at (847) 823-0500.

INSTRUCTIONS TO BIDDERS

00108 APPROXIMATE QUANTITIES

On all items on which bids are to be received on a unit price basis the quantities stated in the Bid will not be used in establishing final payment due Contractor. The quantities stated, on which unit prices are invited, are approximate only. Bids will be compared on the basis of number of units stated in the Bidding Schedule. Payment on the Contract on unit price items will be based on the actual number of units installed (or otherwise performed) in the completed Work.

00109 PREPARATION OF PROPOSAL

The Bidder shall prepare his/her proposal on the attached Bid Form. Unless otherwise stated, all blank spaces of the Bid Form must be correctly filled in. Entries must be stated for each and every item, either typed in or written in ink. Only Bids which are made out on the Bid Form included in this Document will be considered. Amounts are to be shown in both words and figures. In case of discrepancy between words and figures the words shall prevail, unless it clearly appears in Owner's opinion that the words rather than the figures are in error. If any portion of the Bid is required to be given in unit prices and totals, and a discrepancy exists between the unit prices and totals, the unit prices shall prevail, unless it clearly appears in Owner's opinion that the unit prices rather than the totals are in error. If a discrepancy exists between the total base bid and the true sum of the individual bid items, the true sum shall prevail. A bid will be rejected if it does not contain a price for each and every item named in the Bidding Schedule. Bidders are warned against making any erasures or alterations of any kind, and bids which contain omissions, erasures, conditions, alterations, or additions not called for may be rejected.

00110 SIGNING OF BID

If the Bidder is a corporation, the legal name of the corporation shall be set forth together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If the Bidder is a co-partnership, the true name of the firm shall be set forth together with the signatures of all the partners. If the Bidder is an individual, his/her signature shall be inscribed. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a power of attorney must be on file with the Owner prior to bid opening or submitting bids; otherwise the Bid may be regarded as irregular and may be rejected.

00111 BID SECURITY

Each Bid shall be accompanied by a bid bond, cashier's check or certified check drawn on a solvent bank in the State of Illinois payable without condition to the Owner in an amount not less than ten percent (10%) of the Bidder's highest aggregate bid amount whether it be for the Base Bid or the Alternative Bid(s) (when Alternatives are requested), as a guarantee that the Bidder will within fifteen (15) days after the date of the award of a contract execute an agreement and file bond and insurance as required by the Contract Documents if his/her Bid is accepted. Bid not accompanied by a bid security will not be considered.

If an intended awardee fails to execute and file an agreement, bonds and insurance as required by the Contract Documents, the amount of the security submitted with his/her Bid shall be forfeited, not as a penalty, but as liquidated damages. No Bid will be considered unless accompanied by a Bid Security as a guarantee that if the Bid is accepted the Bidder will execute the Agreement and file bonds and insurance as required by the Contract Documents within 15 days from the date of the award of the Contract.

The bid security of the three (3) lowest bidders will be retained until a contract has been entered into and executed with the successful bidder and the performance and labor and material payment bonds, each in the full amount of the Contract, have been posted with the **City of Oakbrook Terrace** and Certificates of Insurance indemnifying and adding as Additional Insureds, the **City of Oakbrook Terrace** and Christopher B. Burke Engineering, Ltd., and their officers, employees and agents, have been delivered to and reviewed by the Engineer.

INSTRUCTIONS TO BIDDERS

00112 RETURN OF BID SECURITIES

The bid securities of the three lowest bidders will be held until the Agreement has been executed by the successful Bidder and he/she has filed with Owner the required bonds and insurance, after which bid securities will be returned to the three lowest bidders. The bid securities of the other Bidders will be returned within 15 days after the opening of the Bids.

00113 CONSIDERATION OF PROPOSALS

No proposal will be accepted from or Contract awarded to any person, firm or corporation that is in arrears or is in default to the Owner upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the Owner, or had failed to perform faithfully any previous contract with the Owner.

The Owner reserves the right to accept or reject any or all bids, to waive any informalities in any bid, or to make awards in the best interest of the Owner. The Owner also reserves the right to award a partial amount of the Specification rather than the entire amount.

00114 BID SUBMITTAL

Any bid may be withdrawn at any time prior to the hour herein stated for the bid opening, provided that a request in writing, executed by the Bidder, or his/her duly authorized representative, for the withdrawal of such Bid is filed with Owner prior to the time specified for opening of Bids. The withdrawal of a Bid will not prejudice the right of a Bidder to file a new Bid.

No Bidder shall withdraw, cancel or modify his/her proposal for a period of forty-five (45) consecutive calendar days after the specified closing time for the receipt of proposals, nor shall the successful Bidder withdraw, cancel or modify his/her proposal after having been notified that said proposal has been accepted by the Owner.

Bidders shall guarantee their bids for a period of forty-five (45) consecutive calendar days from the date of receipt of bids.

00115 PENALTY FOR COLLUSION

If at any time it shall be found that the person, firm or corporation to whom the Contract has been awarded has, in presenting any Bid or Bids, colluded with any other party or parties, then the Contract so awarded shall be null and void, and Contractor and his/her sureties shall be liable to Owner for all loss or damage which Owner may suffer thereby, and Owner may advertise for new bids for said Work.

00116 LICENSE AND EXPERIENCE

Each Bidder shall possess state and local licenses as are required by law, and shall furnish satisfactory proof to Owner upon request that the licenses are in effect during the entire period of the Contract.

To be considered as eligible to submit a proposal, a Bidder shall have complied with all legal requirements to permit him/her to operate under applicable laws of the State of Illinois.

The Contractor bidding the project shall be actively engaged in Work of the nature of the project described and have adequate specialized workers and machines to do the Work.

00117 ACCEPTANCE/REJECTION OF PROPOSALS

The Owner expects to accept one of the proposals or reject all proposals within thirty (30) days from the date of bid opening, unless the lowest responsive Bidder, upon request of the Owner, extends the time of acceptance to the Owner.

The Owner reserves the right to reject any and all proposals when such rejection is in the interest of the Owner, to reject proposal of a Bidder who has previously failed to perform properly, or complete on time, contracts of a similar nature, and to reject proposal of a Bidder who is not, in opinion of the Consultant or the Owner, in a position to satisfactorily perform the Work of the Contract. The Owner also reserves the

INSTRUCTIONS TO BIDDERS

right to waive any informalities and technicalities in bidding.

Under normal circumstance Contract will be awarded to lowest responsible Bidder, plus any accepted alternates, unless all bids are rejected. However, the Owner reserves the right to award Contract in its best interest, and therefore, reserves the right to select a Bidder other than lowest.

00118 EFFECTIVE DATE OF AWARD

If a Contract is awarded by Owner, such award shall be effective when formal notice of such award, signed by the authorized representative of Owner, has been delivered to the Intended awardee, or mailed to him/her at the main business address shown on his/her Bid by an officer or agent of Owner duly authorized to give such notice.

00119 EXECUTION OF AGREEMENT

Copies of the Agreement in the number stated in the Contract Agreement will be supplied by the Owner and shall be executed by the successful Bidder, and returned, together with the required bonds and insurance, within fifteen (15) days from and after the date of the award of the Contract. Effective date of bonds shall be the same or later than the date of the Agreement.

00120 FAILURE TO EXECUTE AGREEMENT AND FILE BOND & INSURANCE

Failure of a successful Bidder to execute the Agreement and file required bonds and insurance within the required time shall be just cause for the annulment of the award. On failure of a successful Bidder to execute the Agreement and file the required bonds and insurance within the required time, he/she shall forfeit his/her Bid Security as agreed hereinbefore. Upon annulment of an award as aforesaid, Owner may then re-award the Contract.

00121 EXCEPTIONS

Any Bidder's exceptions to these terms or conditions or deviations from the written Specifications shall be shown in writing and attached to the Bid Form. However, such exceptions may be cause for rejection of the Bid.

00122 SUBSTITUTE MATERIAL

Where in the Technical Specifications one or more certain equipment/materials, trade names or articles of certain manufacture are mentioned, it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting competition. Other names of equipment/material can be used if, in the opinion of the Engineer and the Owner, they are equal in durability and efficiency to those mentioned and of a design in harmony with the Work as outlined; and the Engineer and Owner give a written approval of a substitution. Adequacy of the proposed substituted equipment and/or materials shall be determined during the shop drawing review process. Any substituted materials and/or equipment ordered by the Contractor prior to the shop drawing review process shall be at the Contractor's own risk. Should a substitution of equipment and/or materials be desired, the Contractor shall be required to request the change in writing within ten (10) days from the Bid due date.

00123 GUARANTEE

The Contractor shall furnish a satisfactory surety bond in the sum of the full amount of the Contract in dollars guaranteeing the proper completion of the Work and the maintenance of the Work during the period of one (1) year from and after the date of the completion and acceptance of the same. The maintenance, however, shall not include any damage to the Work or to any of the other obligations embraced by the Contractor which may be incurred by action beyond the control of the Contractor.

00124 PAYMENT BOND

The Contractor shall furnish a satisfactory payment bond in the full amount of the Contract guaranteeing payment of all material used and for all labor performed.

INSTRUCTIONS TO BIDDERS

00125 PERMITS

The Contractor shall be responsible for any and all permits and permit fees as may be required to accomplish the work of this Contract. The Contractor shall be required to comply with all provisions of each of the permits issued, post the necessary bonds in the required amounts, and furnish the necessary insurance certificates.

00126 PREVAILING WAGE RATES

Not less than a prevailing wage rate shall be paid for labor on the Work to be performed under this Contract, as required by law. The rates for various phases of Work contemplated shall be in accordance with the prevailing wage scale. The Contractor shall be required to comply with all applicable federal, state and local laws pertaining to employment. Illinois workers shall be employed to perform Work in accordance with the provisions of Illinois Revised Statutes, Chapter 48, Section 2201 et seq., latest revision. The Owner may at any time inquire of the Contractor as to the rates of wages being paid employees of the Contractor, any subcontractor or material men, where upon such information shall be promptly provided to the Owner. A certified payroll shall be submitted with each pay out request.

00127 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

Each Bidder agrees as evidenced by his/her submission of a bid to comply with all terms of the Equal Employment Opportunity Clause of the Illinois Fair Employment Practices Commission: and to comply with all Illinois labor laws, particularly with regard to:

- A. "Preference to Citizens Illinois on Public Works Projects Acts" (Illinois Revised Statutes, Chapter 48, Section 289 - 275).
- B. "Wages of Employees on Public Works" (Prevailing Wage Act) (Illinois Revised Statutes, Chapter 48, Section 395-1-12).

The Contractor, in performing under the Contract, shall not discriminate against any worker, employee or applicant, or any member of the public because of race, creed, color, age, sex or national origin, nor otherwise commit an unfair employment practice. The Contractor further agrees that this article will be incorporated by the Contractor in all contracts entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this Contract.

00128 TAXES

Federal Excise Tax does not apply to materials purchased by the **City of Oakbrook Terrace** by virtue of its municipality status. The **City of Oakbrook Terrace** is a not-for-profit agency which has a sales tax exemption status. Owner's Tax Exemption Number will be provided (if requested) to the successful Bidder upon execution of the Agreement.

00129 LIQUIDATED DAMAGES

Time is of the essence in completion of the Work. The **City of Oakbrook Terrace** may collect liquidated damages in the amount of \$500 per day should the Contractor fail to complete the authorized work within the time allowed for the Project Schedule.

00130 DEFINED TERMS

The terms "**City of Oakbrook Terrace**", "Proposal" and "Plans" mean the same as "OWNER", "BID", and "DRAWINGS" respectively.

Where references are made to "City" or "the City", such references shall be understood to mean "City of Oakbrook Terrace".

Where **Owner's Representative** is referenced, such reference shall be understood to mean the Engineer (when appointed by the Owner), and/or any other individual(s) duly authorized by the Owner to act as the representative of the Owner.

INSTRUCTIONS TO BIDDERS

Terms used in these Instructions to Bidders are defined in the General Conditions of Construction Contract Document (Section 00 72 00) Unless otherwise stated, these General Conditions of Construction Contract Document shall apply to the Work of this Contract; and shall be incorporated into this Contract as the General Conditions of the Contract all of which are as fully a part of this Contract as if herein set out verbatim.

END OF SECTION

BID FORM

SECTION 00 41 00

**TO: CITY OF OAKBROOK TERRACE
17W275 BUTTERFIELD ROAD
OAKBROOK TERRACE, IL 60131**

PROJECT: SALT STORAGE BARN

ACKNOWLEDGMENTS: The undersigned has received the Contract Documents entitled: "Salt Storage Barn" and the following addenda to these documents:

Addendum No. <u>1</u>	Dated <u>7/14/25</u>
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____

All provisions of the Contract Documents and the addenda have been included in the Proposal submitted by the undersigned. The undersigned has carefully examined all of the Contract Documents and the sites and submits the following Proposal:

AGREEMENT: In submitting this Proposal, the undersigned agrees and/or understands:

1. Bids are to be held for **45 days** with a "Notice of Award" expected to be issued to the apparent successful bidder within **30 days** after the bid opening.
2. The prices in this bid have been arrived at independently, without consultation, communication or agreement, as to any matter relating to such prices with any other bidder or with any competitor and this Bid is in all respects fair and without collusion or fraud. Unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed and will not knowingly be disclosed prior to opening directly or indirectly to any other bidder or to any competitor. No attempt has been made nor will be made by the undersigned to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.
3. To enter into and execute the Contract and furnish the properly executed bonds and insurance certificates within the time and with the forms and in the amounts required by the Contract Documents if the award is made to the undersigned.
4. To accomplish the Work strictly in accordance with the Contract Documents.
5. To complete all Work within **180 calendar days** after Notice To Proceed is received. The Bidder, in submitting a bid offer, accepts the specified Contract Time for performing the Work. Completion of Work shall be in accordance with the phased construction schedule. Contractor shall submit with the Bid a copy of the proposed construction schedule. Contractor shall comply with the applicable requirements of Section 00 72 00 regarding the construction schedule.
6. The undersigned warrants that he/she has carefully examined the sites of the Work and all Contract Documents, that he/she is fully aware and knows of the character of the material, that he/she is fully satisfied as to the conditions to be encountered overhead, on the surface and in the spaces, and of the character, quality and quantities of Work to be performed and materials to be furnished, and the requirements of the Contract Documents. Furthermore, the undersigned has based the within Contract prices on his/her own independent examination in performing the Work and has not relied upon any information furnished to him/her by the Owner, any agent, servant or employee of the Owner. The undersigned agrees to assume all risks arising from any deficiencies in the Drawings, Specifications, or other Contract Documents and will make no claim against the Owner because of any such alleged deficiency or alleged breach of warrant by the Owner. The undersigned further assumes all risks of any

BID FORM

unforeseen conditions to be incurred in performing the Work, either overhead, on the surface, or in spaces, and has taken these risks into consideration in preparing his/her Bid. The undersigned further warrants that he/she will perform such additional and/or corrective Work as may be required in order to insure that the Work performs its intended function satisfactorily, for the prices set forth in his/her proposal and at no additional cost to the Owner.

7. Before submitting this Proposal, the undersigned confirms that he/she has available the equipment, forces and materials necessary to perform the Work and made all necessary arrangements to insure that such equipment and materials be delivered to the site at such time as will enable him/her to perform all obligations of the Contract within the Construction Time herein stated. Furthermore, the undersigned also confirms that he/she has contacted the manufacturers and/or suppliers of the equipment and materials necessary to perform the Work and made all necessary arrangements to insure that such equipment and materials be delivered to the site at such time as will enable him/her to perform all obligations of the Contract within the Construction Time herein stated.
8. Accompanying this proposal is a Bid Bond complying with the provisions herein stated.
9. If this proposal is accepted and the undersigned fails to execute a contract and provide the bonds and certificate of insurance, as required, it is hereby agreed that the Bid Security shall be forfeited to the **City of Oakbrook Terrace**, not as a penalty, but as liquidated damages.
10. Each pay item listed in the Bidding Schedule and in the Schedule of Prices shall have a unit price or lump sum price and a total price.
11. The unit price shall govern if no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity.
12. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
13. A bid will be declared unacceptable if neither a unit price nor a total price is shown.
14. The undersigned firm certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the **State of Illinois**, nor has the firm made an omission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm. The undersigned firm further certifies that it is not barred from contracting with any unit of State or local government as a result of a violation of the State laws prohibiting bid-rigging or bid-rotating.

NOTE: Bidders shall submit a price for each item in the Bidding Schedule and in the Schedule of Prices. Failure to do so may result in rejection of the Proposal. The completed Bidding Schedule included in this Section shall accompany the Bid Proposal.

BID FORM**BIDDING SCHEDULE:** (Revised per Addendum No. 1)

The undersigned, having carefully examined all of the Contract Documents for the "Salt Storage Barn" as well as the site of the Work and all conditions affecting the Work, including adjacent surroundings, shall furnish all services, labor, equipment and materials necessary and to complete all the Work for the prices set forth in the following Schedule:

Item No.	Description	Unit	Qty.	Unit Cost	Cost
13 34 21/01	SALT STORAGE BARN	LSUM	1	\$ 507,715	\$ 507,715.00
35300100	AGGREGATE BASE COURSE, TYPE A, 6"	SQ YD	711	\$ 29.11	\$ 20,700.00
40603080	HOT MIX ASPHALT BINDER COURSE, IL-19.0, N50, 6"	TON	245	\$ 200.44	\$ 49,109.00
40604050	HOT MIX ASPHALT SURFACE COURSE, IL-9.5, MIX D N50, 2"	TON	85	\$ 311.15	\$ 26,449.00
44000100	PAVEMENT REMOVAL	SQ YD	711	\$ 23.00	\$ 16,353.00
	INSURANCE & BONDS	LSUM	1	\$ 7,352.00	\$ 7,352.00
				TOTAL BID	\$ 627,678.00

BID FORM

EXCEPTIONS AND DEVIATIONS

The Bidder shall list herein all exceptions and deviations taken to the Contract Documents by Section and page number. (Use additional sheets if required and state number of sheets).

Exceptions and deviations taken to the Contract Documents are (check one): None (☒); As Stated Below (___)/Sheet ___ of ___.

Section/Pg. No.

Description of Exception/Deviation

SUBCONTRACTOR LISTING

The following list of subcontractors and class of work performed by each is submitted. Subcontractors are defined as persons, firms or corporations who supply labor and/or materials for work under this Contract.

Subcontractor

Class of Work

K-S Construction Corp.

Site Work / Paving

BID FORM

BIDDER'S EXPERIENCE/QUALIFICATIONS

To demonstrate the Bidder's experience/qualifications, the Bidder shall list herein at least five (5) similar projects equal or greater in capacity which the Bidder has successfully completed within the past five (5) years.

<u>Owner Or Municipality</u>	<u>General Project Description</u>	<u>Reference Name and Phone No.</u>	<u>Year Completed</u>
City of Mundelein, IL	60x70 Wood Frame Salt Barn with Shingled Roofing System on 10' wall	Tim Phelps (847) 347-4479	2020
Village of Oakbrook IL	60' x 180' wood frame salt barn system on 10' wall	Orion Galey (847) 963-0500	2020
Borough of Bloomingdale, NJ	40' x 60' Salt Barn	Kevin Fitzpatrick (973) 208-5500	2024
City of West Chicago, IL	70' x 120' Salt Barn	Robert Flatter (630) 293-2255	2020
Village of Addison, IL	60' x 108' Salt Barn	Jeff Ficarrotta (630) 693-2315	2024

Note: Bid will be considered "Non-Responsive" if the above experience listing, qualifications and requirements are not fulfilled.

BID FORM

BID CONDITIONS

It is expressly understood and agreed that quantities in the Bidding Schedule for Unit Price Work Items are approximate only, and that payment on the Contract will be made only on the actual quantities of Work complete in place, measured on the basis defined in the Contract Conditions and the Contract Specifications.

The undersigned has carefully checked the above Bidding Schedule against the Contract Drawings and Specifications before preparing this proposal and accepts the items listed in this Bid as substantially correct, both as to classification and amount, and as correctly listing the complete Work to be done in accordance with the Contract Drawings and Specifications.

If this Bid is accepted and the undersigned shall fail to contract as aforesaid and to give the Performance Bond and Payment Bond and to provide all insurance as required by the Contract Documents within **fifteen (15) days** after the date of the award of the Contract, the Owner may, at his/her option, determine that the Bidder has abandoned his/her Contract, and thereupon this Bid and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this Bid shall operate and the same shall be the property of the Owner as liquidated damages.

BID SECURITY

Accompanying this Bid is a Bid Bond
in the amount of 10% Dollars (\$ 10%).

- Note:
- Insert the words "bid bond" or "cashier's check", or "certified check" as the case may be. In the case where bid security is not required by the contract insert the words "Not Required by Contract".
 - Amount must be equal to at least ten percent (10%) of the Total Bid Price. Where an Alternative(s) has been requested, the Bid Security shall be at least ten percent (10%) of the highest aggregate amount whether it be the Total Base Bid Price or the Total Alternative Bid Price.

Attach Bid Security Here

PROPOSAL SIGNATURE:

State of IN
County of Lake) ss

Zack Deery, being first duly sworn on oath deposes and says that the Bidder on the above Bid is organized as indicated below and that all statements herein made are made on behalf of such Bidder and that his/her deponent is authorized to make them.

Zack Deery, also deposes and says that he examined and carefully prepared his/her Bid from the Contract Drawings and Specifications and has checked the same in detail before submitting this Bid, that the statements contained herein are true and correct.

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Bulk Storage, Inc.
28101 S. Yates Avenue
Beecher, IL 60401

SURETY:

(Name, legal status and principal place of business)

Harco National Insurance Company
4200 Six Forks Road, Suite 1400
Raleigh, NC 27609
Mailing Address for Notices
Same as above

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of Oakbrook Terrace
17W275 Butterfield Rd.
Oakbrook Terrace, IL 60181

BOND AMOUNT: 10% Ten Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

40'x60' Salt Barn on 10' walls with new asphalt pad.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be treated as a statutory bond and not as a common law bond.

Signed and sealed this 16th day of July, 2025.

Jonathan M. Blunkin
(Witness) Office Manager

Dave Roth
(Witness) Dave Roth

Bulk Storage, Inc.
(Principal)

(Seal)

By: [Signature]
(Title) President

Harco National Insurance Company
(Surety)

(Seal)

By: Quanda Warren
(Title) Quanda Warren, Attorney-in-Fact



POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

Bond # Bid Bond
Principal Bulk Storage, Inc.
Obligee City of Oakbrook Terrace

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

Quanda Warren

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents
on this 31st day of December, 2023



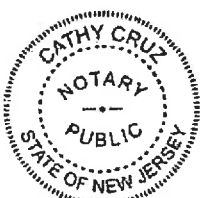
STATE OF NEW JERSEY
County of Essex

STATE OF ILLINOIS
County of Cook



Michael F. Zurcher
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

On this 31st day of December, 2023, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2029

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 16th day of July, 2025

Irene Martins, Assistant Secretary

BID FORM

(Fill Out Applicable Paragraph Below)

If Bidder is:

An Individual

By _____ (SEAL)
(Individual's Name)

doing business as _____

Business address: _____

Phone Number: _____

A Partnership

By _____ (SEAL)
(Firm Name)

_____ (General Partner)

Business address: _____

Phone Number: _____

A Corporation

By Bulk Storage Inc.
(Corporation Name)

Illinois
(State of Incorporation)

By Zack Deery
(Name of Person Authorized to Sign)

President
(Title)

(Corporate Seal)

Attest Pamela Deery (SEAL)
(Secretary)

Business address: 28101 S. Yates Ave, Beecher, IL 60401

Phone Number: 708-946-9595



END OF SECTION

ORDINANCE NO. 25 - __

AN ORDINANCE AUTHORIZING THE ISSUANCE OF A NOTICE OF AWARD AND TO APPROVE AND AUTHORIZE THE EXECUTION OF A CONTRACT FOR THE SALT STORAGE BARN PROJECT IN 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 Article 11 of the Illinois Municipal Code, 65 ILCS 5/11, the City has the authority to construct, improve and maintain public buildings and roadways within its corporate limits;

WHEREAS, the City proposes to construct a 40' wide x 60' deep concrete and wood salt storage structure in the City for the public benefit (the “Project”);

WHEREAS, the corporate authorities of the City have authority, pursuant to Section 8-9-1 of the Illinois Municipal Code (65 ILCS 5/8-9-1) and its Purchasing and Procurement Procedures (Sections 30.65 through 30.75, inclusive, of the Code of Oakbrook Terrace, Illinois) to let by competitive bidding public improvement projects;

WHEREAS, the City publicly advertised for sealed bids for the Project;

WHEREAS, on July 16, 2025, at 10:00 a.m., one (1) bid was received, publicly opened, examined and declared;

WHEREAS, of the bid received, opened and evaluated, the apparent lowest responsible bidder is Bulk Storage, Inc.; and

WHEREAS, the City evaluated the bid submitted and determined that the bid submitted by Bulk Storage, Inc. in the amount of Six Hundred Twenty-Seven Thousand Six Hundred Seventy-Two and 76/100 Dollars (\$627,672.76) payable on a unit price basis, for the units of work listed in the Proposal (as corrected) properly installed and accepted by the City is the lowest bid submitted by a responsible bidder and that is advisable, necessary and in the best interest of the City to issue a Notice of Award to Bulk Storage, Inc. for the construction of the Project, a copy of which Notice of Award is attached hereto as Exhibit “A” and made a part hereof, and that the City enter into a Contract between the City and Bulk Storage, Inc. for the construction of the Project (the “Contract”), a copy of which Contract is attached hereto as Exhibit “B” and made a part hereof;

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

Section 2: The City Council hereby determines that Bulk Storage, Inc. is the lowest responsible bidder; and it is advisable, necessary and in the public interest that the City issue a Notice of Award to enter into a Contract with Bulk Storage, Inc. for the construction of the Project.

Section 3: The Mayor is hereby authorized to execute and the City Clerk to attest and seal the Notice of Award substantially in the form attached hereto as Exhibit "A" and made a part hereof. Further, the Notice of Award shall be issued to Bulk Storage, Inc. for the construction of the Project subject to the furnishing of the proper bonds and insurance. The Notice of Award shall be accompanied by a sufficient number of copies of the Contract and with all other necessary written contract documents attached or otherwise made available for execution by Bulk Storage, Inc.

Section 4: The form, terms and provisions of the Contract and the separate exhibits as provided in the Contract for the construction of the Project substantially in the form attached hereto as Exhibit "B," are hereby approved and provided that Bulk Storage, Inc. returns the Contract to the City within ten (10) days of the receipt of the Contract with all other necessary written contract documents attached, properly executed by it, along with the proper contract bonds and insurance, then 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 on behalf of the City the Contract and with such terms therein, consistent with this ordinance 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 Contract by the Mayor and the Corporation Counsel. The officials, officers, employees and agents of the City are authorized to take such actions and execute such documents as are necessary to carry out the purpose and intent of this ordinance.

Section 5: The general prevailing rate of wages in DuPage County, Illinois, for each craft or type of worker or mechanic needed to execute the Contract or perform the work, also the general prevailing rate for legal holiday and overtime work, as ascertained by the Illinois Department of Labor shall be paid by Bulk Storage, Inc. and its subcontractors for each craft or type of worker needed to execute the Contract or to perform such work.

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

Section 6: This ordinance shall be in full force and effect upon its passage and approval and publication in accordance with law.

ADOPTED this 12th day of August 2025, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 12th day of August 2025.

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

ATTESTED and filed in my office,
this 12th day of August 2025.

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

Exhibit "A"

**CITY OF OAKBROOK TERRACE, ILLINOIS
NOTICE OF AWARD – SALT STORAGE BARN PROJECT**

TO: Bulk Storage, Inc.
28101 South Yates Avenue
Beecher, Illinois 60401

PROJECT DESCRIPTION: Salt Storage Barn Project (the "Project") in the City of Oakbrook Terrace, Illinois (the "City")

YOU ARE HEREBY NOTIFIED that Bulk Storage, Inc. has been awarded a Contract in the amount of Six Hundred Twenty-Seven Thousand Six Hundred Seventy-Two and 76/100 Dollars (\$627,672.76) payable on a unit price basis, for the units of work listed in the Proposal (as corrected) properly installed and accepted by the City, subject to the furnishing of the proper bonds and insurance for the construction of the Project in the City.

You are requested to execute the Contract and furnish the required contract bonds and insurance within ten (10) calendar days from the date of the receipt of this notice.

If you fail to execute the Contract and to furnish the required bonds and insurance within ten (10) calendar days from the issuance of this notice, the City will be entitled to consider all your rights arising out of the City's award of the Contract as abandoned.

You are required to return an acknowledged copy of this Notice of Award to the City of Oakbrook Terrace, Illinois.

Dated this 12th day of August 2025.

CITY OF OAKBROOK TERRACE, ILLINOIS

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

ATTEST:

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

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by Bulk Storage, Inc. this ____ day of August 2025.

Bulk Storage, Inc.

By: Zackary Deery, President

Exhibit “B”

**CONTRACT BETWEEN THE CITY OF OAKBROOK TERRACE, ILLINOIS,
AND BULK STORAGE, INC. FOR THE SALT STORGAE BARN PROJECT**

DRAFT

CONTRACT AGREEMENT

SECTION 00 52 00

THIS AGREEMENT, made this 12th day of August, 2025 by and between the **City of Oakbrook Terrace** hereinafter called "Owner", and **Bulk Storage, Inc.** hereinafter called "Contractor".

WITNESSETH:

WHEREAS, Owner has heretofore, solicited Bids for all the Work and improvements and for the doing of all things included within the hereinafter specified and related to the **Salt Storage Barn**.

WHEREAS, Owner did on the 12th day of August, 2025, find that Contractor was the lowest responsible bidder for hereinafter specified Work and did award Contractor a contract for said Work.

NOW, THEREFORE, for and in consideration of their mutual promises, covenants, undertaking and agreements, the parties hereto do hereby agree as follows:

ARTICLE I - WORK TO BE DONE BY CONTRACTOR

Contractor agrees, at his/her own cost and expense, to do all the Work and to furnish all the labor, materials, equipment and other property necessary to perform and complete all the Work and improvements required for and related to the **Salt Storage Barn** all in full accordance with and in compliance with and as required by the hereinafter specified Contract Documents, including any and all Addenda for said Work, and to do, at his/her own cost and expense, all other things required of the Contractor by said Contract Documents for said Work.

All Work shall be performed in accordance with applicable laws and government agency regulations and rules; Authorities having jurisdiction; OSHA regulations and rules; and any applicable rules and regulations of the **State of Illinois** or **DuPage County** agencies. Furthermore, and as related to the Work, the Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of all public authorities bearing on the safety of persons or property or their protection from damage, injury or loss.

ARTICLE II - CONTRACT DOCUMENTS

The Contract Documents herein named include all of the following component parts, all of which are as fully a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached:

1. Instructions to Bidders
2. Bidding Requirements
3. Bid Form
4. This Contract Agreement
5. General Conditions of the Contract
6. Supplementary Conditions (if any)
7. Contract Specifications
8. Contract Drawings
9. All Bonds, Insurance Certificates and Insurance Policies mentioned or referred to in the foregoing Documents.
10. Any and all other Documents or Papers included or referred to in the foregoing Documents.
11. Any and all Addenda to the foregoing. **Addenda #1 dated July 16, 2025**

ARTICLE III - CONTRACT PRICE

The Contractor agrees to receive and accept the following total lump sum bid price (and as may be adjusted for unit price work actually performed) as full compensation for furnishing all materials and equipment and for doing all the Work contemplated and embraced in this Agreement; also for all loss or damage arising out of the nature of the Work aforesaid, or from the action of the elements, or from any

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CONTRACT AGREEMENT

unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the Work until its acceptance by the Owner, and for all risks of every description connected with the Work; also for well and faithfully completing the Work, and the whole thereof, in the manner and according to and in compliance with the Contract Documents and the requirements of the Engineer under them; also for any and all other things required by the Contract Documents, to wit:

Owner agrees to pay Contractor for performance of Work in accordance with the Contract Documents in current funds as follows:

Total Contract Price of Six Hundred Twenty-Seven Thousand Six Hundred Seventy-Two and 76/100 Dollars (\$ 627,672.76).
(in writing) (in figures)

This Total Contract Price shall consist of the itemized prices as indicated in the Contractor's Bidding Schedule.

Plus the following (List in detail additional work, if any, and corresponding amounts):

ARTICLE IV - CONTRACT TIME

The Work of this Contract shall include all Work in accordance with the Contract Documents prescribed and specified and as related to the **Salt Storage Barn**. The Work of this Contract shall be completed within **180 consecutive calendar days** from the date which the Notice to Proceed is issued. The Contractor agrees to commence Work under this Contract within **ten calendar days** after the receipt from the Owner of a fully executed Agreement and Notice to Proceed and to fully complete all Work included in this Contract to the point of final acceptance by the Owner within the previously specified time period.

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05/06/25

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CONTRACT AGREEMENTARTICLE V - LIQUIDATED DAMAGES

OWNER and CONTRACTOR recognize that time is of the essence in this Agreement and that OWNER will suffer financial loss if the Work is not completed within the time specified above, plus any extensions thereof allowed by the Owner in writing. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER, and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **\$500.00 for each calendar day** that expires after the specified completion time until the Work is completed and Final Acceptance is made by the Owner. In addition, the Contractor agrees that additional liquidated damages shall be paid to the Owner as applicable and in accordance with Section 013100 of the Specifications and/or other provisions of the Contract Documents.

ARTICLE VI - PAYMENTS TO CONTRACTOR

General: Owner agrees with said Contractor to employ and does hereby employ, the said Contractor to provide the materials and do all the Work and do all other things hereinabove mentioned according to the terms and conditions hereinabove contained or referred to for the Total Contract Price aforesaid and hereby contracts to pay the same at the time, in the manner and upon the condition set forth or referred to hereinafter; and the said parties for themselves, their heirs, executors, administrators, successors and assigns do hereby agree to the full performance of the covenants herein contained.

Application for Payment: CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

Progress Payments: OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on or about the fifteenth day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided for in Paragraph 14.1 of the General Conditions.

Retention of Payment: Retention for payment shall be as follows: For the first 50 percent of completed Work, there shall be deducted 10 percent to be retained until after the completion of the entire Work to the satisfaction of the Owner. After 50 percent or more of the Work is completed, the Owner may, at his/her discretion, certify the remaining partial payments without any further retention, provided that satisfactory progress is being made and provided that the amount retained is not less than 5 percent of the total adjusted Contract Price.

Final Payment: Upon final completion and acceptance of the Work in accordance with Paragraph 14.13 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by the ENGINEER as provided in said Paragraph 14.13.

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CONTRACT AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be executed the day and year first above written.

Bulk Storage, Inc.
Contractor

By _____
Zachary Deery
Title President

(SEAL)

ATTEST:

Pamela Deery
TITLE: Secretary

CITY OF OAKBROOK TERRACE
Owner

By _____
Paul Esposito
Title Mayor

(SEAL)

ATTEST:

Michael Shadley
TITLE: City Celrk

IMPORTANT

NOTE: If the Contractor is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if Contractor is a co-partnership, the true name of the firm shall be set forth above, together with the signatures of all partners; and if the contractor is an individual, his/her signature shall be placed above. If signature is by an agent other than an officer of a corporation or a member of a partnership, a power-of-attorney must be attached hereto. Signature of Contractor shall also be acknowledged before a Notary Public or other person authorized by law to execute such acknowledgment.

END OF SECTION

920032.B0130 05/06/25

00 52 00-4





BULKSTORAGE inc.

28101 South Yates Ave., Beecher, Illinois 60401-3603

