City of Oakbrook Terrace

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



City Council Regular Meeting Agenda

Tuesday, August 12th, 2025 at 7:00 PM Council Chambers - City Hall - 17W261 Butterfield Road



CITY COUNCIL REGULAR MEETING AGENDA

Tuesday, August 12th, 2025 at 7:00 PM
Council Chambers - City Hall - 17W261 Butterfield Road
www.oakbrookterrace.net

Mayor Paul Esposito City Clerk Michael Shadley City Council Members:

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 July 22, 2025
 - 2. Executive Session Minutes of July 22, 2025
- VI. PUBLIC PARTICIPATION
- VII. ACTION ITEMS / CONSENT AGENDA
 - 1. Payment of City Bills: August 12, 2025, In the amount of \$251,713.54.
 - Resolution No. 25-11 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.

3. Ordinance No. 25-27 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.

VIII. ITEMS REMOVED FROM THE CONSENT AGENDA

- IX. RECESS TO COMMITTEE OF THE WHOLE
- X. MAYOR ESPOSITO
- XI. COMMITTEE OF THE WHOLE
 - Ordinance Approving and Ratifying the Issuance of a Purchase Order for the Purchase of One Skydio X10 Aerial Drone for the City of Oakbrook Terrace.
 - **Recommended Action:** If the Council is in favor of the Ordinance, the Ordinance will be placed on the subsequent Consent Agenda for approval.
 - 2. Summary of July 4th Celebration.

Recommended Action: Information/Discussion Only.

- XII. COUNCIL MEMBER COMMENTS
- XIII. CITY ATTORNEY
- XIV. CITY CLERK
- XV. CITY ADMINISTRATOR
- XVI. RECONVENE THE CITY COUNCIL MEETING
- XVII. RECESS TO EXECUTIVE SESSION
- XVIII. EXECUTIVE SESSION

Closed session pursuant to Section 2(c)(2) of the Open Meetings Act to discuss collective negotiating matters between the city and its employees or their representatives and deliberations concerning salary schedules for one or more classes of employees.

- XIX. RECONVENE THE CITY COUNCIL MEETING
- XX. NEW BUSINESS
- XXI. 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

City of Oakbrook Terrace City Council Regular Meeting August 12, 2025

at 17W275 Butterfield Road, Oakbrook Terrace, Illinois 60181, or call (630) 941-8300 in advance of the meeting to inform them of their anticipated attendance.

City of Oakbrook Terrace

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



City Council Regular Meeting Minutes

Tuesday, July 22, 2025 at 7:00 PM

Council Chambers - City Hall - 17W261 Butterfield Road



CITY COUNCIL REGULAR MEETING MINUTES

Tuesday, July 22, 2025 at 7:00 PM

Council Chambers - City Hall - 17W261 Butterfield Road

www.oakbrookterrace.net

Mayor Paul Esposito City Clerk Michael Shadley City Council Members:

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 22nd, 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, Fitzgerald, Greco, Rada, and Mayor Esposito Absent: Biskup

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

III. PLEDGE OF ALLEGIANCE

Mayor Esposito led everyone in the Pledge of Allegiance.

IV. ADDITIONS OR DELETIONS TO THE AGENDA

Mayor Esposito asked for a motion to allow for an update on the police hiring to be added to the Committee of the Whole.

Motion made by Alderman Greco and seconded by Alderman Sarello to add a police officer hiring update to the Committee of the Whole.

Ayes: Barbari, Sarallo, Fitzgerald, Greco and Rada

Nayes: None Absent: Biskup

V. APPROVAL OF MINUTES - CHANGES OR CORRECTIONS

Meeting Minutes of June 24, 2025 Executive Meeting Minutes of June 24, 2025 Meeting Minutes of July 8, 2025 Executive Meeting Minutes of July 8, 2025

Motion to approve the Regular City Council Meeting Minutes from June 24th, July 8th and the Executive Session Minutes from June 24th and July 8th, 2025 made by Alderwoman Fitzgerald and seconded by Alderman Barbari.

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

Nayes: None Absent: Biskup

VI. PUBLIC PARTICIPATION

Resident, Richard Freund, discussed the subject of the Pace Bus Service. The city has only 1 stop for the bus on the Cermak corridor. Mr. Freund suggested an additional stop be explored.

VII. ACTION ITEMS / CONSENT AGENDA

- 1. Payment of City Bills: July 22nd, 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.

Motion to approve the Action Items/Consent Agenda of July 22nd, 2025, Regular City Council and Committee of the Whole Payment of City Bills in the amount of \$296,487.77 was made by Alderman Greco and seconded by Alderman Barbari.

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

Nayes: None Absent: Biskup

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

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

Nayes: None Absent: Biskup

X. MAYOR ESPOSITO

Welcome to Claudia Romo, HR Manager for the City of Oakbrook Terrace.

The Police department is hosting National Night out on 8/5 from 6-8 PM. Please support the police department.

An update to the Vote of No Confidence includes recent interviews with sworn officers and 4 officers that have left. An executive summary should be completed by mid-August. The executive summary will be distributed to all residents.

The mayor conveyed that Alderwoman Fitzgerald and previous Alderman Beckwith both reached out to Chet our 3rd Party Investigator against his advice and direction. The mayor stated that his office and administration have been overstepped, and it was an overreach of power. The mayor stated the investigation may have been compromised by the acts of those reaching out to the investigator.

XI. COMMITTEE OF THE WHOLE

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

A proposal was presented to convert the top floor of the building located at 1901 Meyers Road to a 16-unit, luxury style, multi-family residential use due to a decrease in occupancy levels. Amenities would include a fitness center, restaurant and bar, indoor pool and heated parking.

The mayor likes the upper scale look of the plan. However, his concern is whether 16 units are enough to help the owners.

Alderwoman Fitzgerlad says the project is unique and forward thinking and would like to see the market study. She likes the creativity and wishes them well.

Alderman Sarallo inquired what the rent would be. The reply was \$2,000 per month for a smaller unit and \$3-4,000 for a 3 bedroom.

Alderman Barbari likes the concept but expressed a concern of overcrowding.

Alderman Greco likes the concept but says the city's bloodline is in retail and business. Greco suggests that the council should be looking at the long-term goal and incorporate business and retail. The mayor added that the city is a sales tax driven community, not property tax driven.

Alderman Rada stated that the cost of \$2,000 for a one-bedroom apartment is legitimate. He questioned the Old DuPage Club restaurant and whether there are plans to revive it.

The mayor thanked Rich, Pete and Dan for the presentation and gave consent to move forward in working with Melissa at the city for next steps.

2. A Resolution Approving and Authorizing the Payment of Estimate of Payment Number One (Final) for the 2024 Supervisory Control and Data Acquisition Improvements. <u>Recommended Action</u>: Item will be sent to subsequent Consent Agenda.

The cost due to Metropolitan Industries is \$128,940. Craig from Public Works says the project was very successful and is up and running.

Alderwoman Fitzgerald asked how many years we will get out of the system? Craig replied, 20 years.

Alderman Sarallo asked if any of the cost was paid out of the covid bill? The reply was no.

Alderman Barbari – No comment.

Alderman Greco - No comment.

Alderman Rada - No comment.

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: Item will be sent to subsequent Consent Agenda.

The amount due to Bulk Storage is \$627,672.76

Alderwoman Fitgerald asked about the \$100,000 excess. Interim City Administrator, Tanya Walker, said the city will get \$115,000 in grant funds.

Alderman Sarallo said it was about time with the salt shed.

Alderman Barbari - No comment

Alderman Greco asked whether footings would be put down. The reply was yes.

Alderman Rada acknowledged that the salt is currently stored outside. Craig added that they lose a lot each year as a result. Total ton storage will be approximately 1200.

Once the resolution is approved, Craig will schedule it. The mayor says council concurs and will move this to the consent agenda.

4. An update was given by the police commission regarding the hiring of officers. A total of 22 entry level applicants were received in February. 15 accepted another job or withdrew. 2 officers were sworn in earlier this year. The remining 4 candidates are in the final stages and are expected to join the academy on September 1st.

There were 5 lateral applications received in June. 3 applicants were given conditional offers of employment.

A new round of applications was accepted through July 23rd. Orientation and written exams will be on August 9th followed by interviews on August 25th and 26th.

The mayor thanked the commissioner on their progress with 3 laterals and 4 new police officers.

Alderwoman Fitzgerald appreciates the integrity of progress.

Alderman Sarallo - No comment.

Alderman Barbari thanked secretary, Debbie, for her hard work.

Alderman Greco welcomed the new members and thanked the police commission.

Alderman Rada asked what changed with so many people applying this time. The reply was that the city is sharing information such as the salary and benefits. Additionally, the \$25 fee for pulling an application was eliminated.

XII. COUNCIL MEMBER COMMENTS

Alderwoman Fitzgerald – No comment.

Alderman Sarallo attended the concert on Friday, for the performance by 7th Heaven and relayed that he had not seen that many residents in 4 plus years.

Alderman Barbari - Welcomed Claudia to the city.

Alderman Greco - No comment.

Alderman Sarallo - No comment.

Alderman Rada discussed the use of speed cameras used by the county.

XIII. CITY ATTORNEY

None

XIV. CITY CLERK

None

XV. CITY ADMINISTRATOR

Tanya welcomed Claudia as the new HR Manager for the city.

XVI. RECONVENE THE CITY COUNCIL MEETING

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

XVII. RECESS TO EXECUTIVE SESSION

Motion to Executive Session was made by Alderman Greco and Alderman Barbari.

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

Nayes: None Absent: Biskup

XVIII. EXECUTIVE SESSION

Closed Session To The City Council Meeting Pursuant To Section 2(C)(11) Of The Open Meetings Act To Discuss Pending Litigation.

XIX. RECONVENE THE CITY COUNCIL MEETING

Motion to reconvene made by Alderman Sarallo and seconded by Alderman Greco. Motion approved via an acclamation vote.

XX. NEW BUSINESS

None

XXI. ADJOURN

Motion to adjourn was made by Alderman Barbari and seconded by Alderman Fitzgerald at 8:42 PM

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

Margie Tannehill, Recording Secretary

Attested:

Michael Shadley
City Clerk

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Post Date	Journal	Description	GL Number	GL Description	DR Amount	CR Amount
08/12/2025	AP	CLS Background		CRIMINAL SEARCH FEES (3) - TESTING & EXAMINATIONS ACCOUNTS PAYABLE	SALGADO 6.00	6.00
					6.00	6.00
08/12/2025	AP	First Responde		nter PRE-EMPLOYMENT PERFORMANCE TESTING & EXAMINATIONS ACCOUNTS PAYABLE.	EXAM - ANDRE 610.00	610.00
			01-00 2010 00	ACCOUNTS TATABLE.	610.00	610.00
08/12/2025	AP	First Responde		TESTING & EXAMINATIONS		
			01-00-2010-00	ACCOUNTS PAYABLE		610.00
00/40/0005			_	OBAL INTERVIEW FEES	610.00	610.00
08/12/2025	AP	Timothy Griffi	01-10-5775-00	ORAL INTERVIEW FEES TESTING & EXAMINATIONS ACCOUNTS PAYABLE	300.00	300.00
					300.00	300.00
08/12/2025	AP	Konica Minolta		ri PD COPIER MAINTENANCE - 6/5 SUPPORT SERVICES ACCOUNTS PAYABLE	-7/4/2025 175.14	175.14
					175.14	175.14
08/12/2025	AP	Fastsigns	01-01-5600-00 01-00-2010-00		4,460.00	4,460.00
			01-00-2010-00	ACCOUNTS PATABLE	4,460.00	4,460.00
08/12/2025	AP	JET BRITE CAR	01-02-5663-00		156.00	
			01-00-2010-00	ACCOUNTS PAYABLE		156.00
			7.1	dances on KTTCHEN CUBBLIES	156.00	156.00
08/12/2025	AP	Runco Office S	01-11-6120-00	ipment CH KITCHEN SUPPLIES OFFICE SUPPLIES ACCOUNTS PAYABLE	153.21	153.21
					153.21	153.21
08/12/2025	AP	Anderson Lands	01-04-6133-00	TOPSOIL Street Repair Materials ACCOUNTS PAYABLE	86.00	86.00
			7 7 2 3 3 3 3 3 3 3 3 3 3		86.00	86.00
08/12/2025	AP	Axon Enterpris	01-02-6190-00	YEARLY FEE FOR TASERS NON-CAPITAL EQUIPMENT ACCOUNTS PAYABLE	2,760.00	2,760.00
					2,760.00	2,760.00
08/12/2025	AP	The Fun Ones	01-02-5780-00		WALL FOR NNO 3,785.56	3,785.56
			01-00-2010-00	ACCOUNTS PAYABLE	2 705 56	3,785.56
08/12/2025	AP	Cloudpermit		PAYMENT 3 OF 3 (DECREASED D	3,785.56 UE TO CREDIT	3,763.30
08/12/2023	Ar	Croudpermre	01-03-6150-00 01-00-2010-00	SOFTWARE	500.00	500.00
					500.00	500.00
08/12/2025	AP	JEFFREY S. FER	01-01-5790-00	SECURITY CAMERA REBATE Residential Sec. Sys. Rebate ACCOUNTS PAYABLE	150.00	150.00
			01-00-2010-00	ACCOUNTS PATABLE	150.00	150.00
08/12/2025	AP	Porter Lee Cor	poration	CARTRIDGE FOR EVIDENCE LABE	L MAKER	130.00
			01-02-6120-00 01-00-2010-00		47.62	47.62
					47.62	47.62
08/12/2025	AP	The DuPage Cou	01-02-5611-00	Center YEARLY CONTRIBUTION FOR DC SUPPORT SERVICES	CHILDRENS CEN 1,000.00	1,000.00
			01-00-2010 - 00	ACCOUNTS PAYABLE	1,000.00	1,000.00
08/12/2025	AP	Midwest Mechan	ocial 01-04-5770-00	RTU COOLANT REFILL CITY HAL BUILDING MAINTENANCE	·	
			01-00-2010-00	ACCOUNTS PAYABLE		1,193.04
					1,193.04	1,193.04

Post Date	Journal	Description	GL Number	GL Description	DR Amount	CR Amount
08/12/2025	АР	College of Du		TEST PREP EBIBI/MARQUEZ TRAINING & CONFERENCES ACCOUNTS PAYABLE	325.00	325.00
					325.00	325.00
08/12/2025	AP	Minuteman Pre	01-02-5720-00		45.10	45.10
			01-00-2010-00	ACCOUNTS PAYABLE	45.10	45.10
08/12/2025	AP	Special T Unl		POLOS FOR CHIEF/DC UNIFORM ALLOWANCE	342.00	
			01-00-2010-00	ACCOUNTS PAYABLE		342.00
08/12/2025	AP	You're #1, In		POLICE BADGE STICKERS FOR NNO	342.00	342.00
				SPECIAL EVENTS ACCOUNTS PAYABLE	451.41	451.41
					451.41	451.41
08/12/2025	AP	You're #1, In	01-02-5780-00	OBT PD SUNGLASSES FOR NNO SPECIAL EVENTS ACCOUNTS PAYABLE	528.42	528.42
			01 00 2010 00	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	528,42	528.42
08/12/2025	АР	ILLINOIS SECT	03-12-5605-00	FER WOR AWWA TRAINING WARD LICENSE TRAINING & CONFERENCES ACCOUNTS PAYABLE	68.00	68.00
			03-00-2010-00	ACCOUNTS FATABLE	68.00	68.00
08/12/2025	AP	Westside Mecha	anical, Inc. 01-04-5770-00	CITY HALL RTU REFRIGERANT REF3 BUILDING MAINTENANCE		
			01-00-2010-00	ACCOUNTS PAYABLE		640.25
08/12/2025	AP	B2BTechnologi	es	NEW PHONE INSTALL, NEW CH GREE	640.25 TING	640.25
00, 11, 1023		525700	01-01-5600-00	PROFESSIONAL/TECHNICAL SERVICE ACCOUNTS PAYABLE	496.25	496.25
					496.25	496.25
08/12/2025	AP	B2BTechnologi	01-01-5600-00	MXSE/MXE SOFTWARE SUBSCRIPTIO PROFESSIONAL/TECHNICAL SERVICE ACCOUNTS PAYABLE	1,079.08	1,079.08
			01 00 1010 00		1,079.08	1,079.08
08/12/2025	АР	Bluders Tree :	01-04-5766-00	STORM DAMAGE TREE PRUNING (285 TREE CARE ACCOUNTS PAYABLE		850.00
			01 00 2010 00	T-	850.00	850,00
08/12/2025	AP	Cintas Corpora	01-04-5770-00	1ST AID CABINET MAINTENANCE - BUILDING MAINTENANCE		
			01-00-2010-00	ACCOUNTS PAYABLE		432.88
08/12/2025	AP	Clark Hill P.	L.C.	LABOR RELATIONS - JUNE 2025	432.88	432.88
				LABOR RELATIONS ACCOUNTS PAYABLE	15,206.00	15,206.00
					15,206.00	15,206.00
08/12/2025	ENC	Clark Hill P.		PO 26-00006, LABOR RELATIONS -	JUNE 2025	15 206 00
				LABOR RELATIONS ACCOUNTS PAYABLE	15,206.00	15,206.00
					15,206.00	15,206.00
08/12/2025	AP	Comcast	01-04-5758-00		149.81	149.81
			01-00-2010-00	ACCOUNTS PAYABLE -	149.81	149.81
08/12/2025	AP	Comcast		CH INTERNET	143.61	149.01
VO/ 12/ 2023	O.	Cometto C	01-04-5758-00		259.80	259.80
			01-00-2010-00	ACCOUNTS INTABLE	259.80	259.80
08/12/2025	AP	Comcast		PD DIGITAL ADAPTERS	233.00	233.00
//			01-02-5758-00 01-00-2010-00		53.25	53.25
				`-	53.25	53.25

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	_	11170202				
Post Date	Journal	Description	GL Number	GL Description	DR Amount	CR Amount
08/12/2025	АР	Crystal Mainto	01-04-5770-00	BUILDING MAINTENANCE BUILDING MAINTENANCE	5 1,694.50 594.50	
			01-00-2010-00	ACCOUNTS PAYABLE		2,289.00
			-7	DO 0000003301 CLEANITHE CERVIC	2,289.00	2,289.00
08/12/2025	ENC	Crystal Mainte	enance Plus, Co	rp PO 0000002391, CLEANING SERVIC BUILDING MAINTENANCE	ES - AUGUS	1,694.50
				BUILDING MAINTENANCE		594.50
				ACCOUNTS PAYABLE	2,289.00	
					2,289.00	2,289.00
08/12/2025	AP	DuPage Cnv. &	Visitors Burea	u GRANT PRGM BOB ROGERS/JOHN		
				MEMBERSHIP & ASSOCIATION FEES ACCOUNTS PAYABLE	370.93	370.93
			01-00-2010 00	ACCOUNTS TATABLE	370.93	370.93
08/12/2025	AP	Flevator Inspe	ection Service	CO ELEVATOR INSPECTIONS	370.33	3.0.33
00, 12, 2023			01-03-5600-00	PROFESSIONAL/TECHNICAL SERVICE	80.00	
			01-00-2010-00	ACCOUNTS PAYABLE		80.00
		_			80.00	80.00
08/12/2025	ENC	Elevator Insp	ection Service	PO 0000002385, ELEVATOR INSPEC PROFESSIONAL/TECHNICAL SERVICE	ILUNS	80.00
				ACCOUNTS PAYABLE	80.00	00.00
			01 00 2010 00	-	80.00	80.00
08/12/2025	AP	CHESTER L. EPI	PERSON	MONTHLY SERVICES VOTE OF NO CO	NFIDENCE	
,,				LEGAL SERVICES	7,755.45	45
			01-00-2010-00	ACCOUNTS PAYABLE		7,755.45
				20 20 00016 MONTHLY SERVICES	7,755.45	7,755.45
08/12/2025	ENC	CHESTER L. EPI		PO 26-00016, MONTHLY SERVICES LEGAL SERVICES	VOIE OF NO	7,755.45
			01-01-3073-00		7,755.45	.,
				-	7,755.45	7,755.45
08/12/2025	AP	Law Offices o	f John L. Fioti	CITY PROSECUTIONS - JULY 2025		
			01-01-5672-00		2,778.75	3 770 75
			01-00-2010-00	ACCOUNTS PAYABLE	2 770 75	2,778.75
00/12/2025	ENG	Law officer of	flohm L Fioti	PO 0000002389, CITY PROSECUTIO	2,778.75	2,778.75
08/12/2025	ENC	Law Offices o	f John L. Fioti 01-01-5672-00	· ·	115 3021	2,778.75
			01-00-2010-00		2,778.75	
				-	2,778.75	2,778.75
08/12/2025	AP	Law Offices o	f John L. Fioti		2 242 50	
			01-01-36/2-00	PROSECUTIONS ACCOUNTS PAYABLE	2,242.50	2,242.50
			01-00-2010-00	ACCOUNTS PATABLE	2,242,50	2,242.50
08/12/2025	ENC	Law Offices o	f John L. Fioti	PO 0000002389, DUI PROSECUTION		2,212130
00, 12, 2023	2.10		01-01-5672-00	PROSECUTIONS		2,242.50
			01-00-2010-00	ACCOUNTS PAYABLE	2,242.50	
		22 24		TOOT OF HOUSE DEPOT PURCHAGES	2,242.50	2,242.50
08/12/2025	AP	DEPT. 32 - 21:	01-04-6130-00	EPOT CR HOME DEPOT PURCHASES SUPPLIES	163.49	
				NON-CAPITAL EQUIPMENT	298.21	
				SPECIAL EVENTS	697.45	
			01-00-2010-00	ACCOUNTS PAYABLE		1,159.15
				TRAFFIC CICHAL MAINTENANCE	1,159.15	1,159.15
08/12/2025	AP	State Treasure	01-04-5755-00	TRAFFIC SIGNAL MAINTENANCE TRAFFIC SIGNAL MAINT	4,558.44	
			01-00-2010-00		.,	4,558.44
				-	4,558.44	4,558.44
08/12/2025	AP	In Balance IT	Solutions LLC	8/1-8/31/2025		
			01-01-5608-00		5,850.00 1,800.00	
			01-01-5600-00 01-00-2010-00		1,800.00	7,650.00
			J2 00 2010 00		7,650.00	7,650.00
08/12/2025	ENC	In Balance IT	Solutions LLC	PO 0000002382, 8/1-8/31/2025	- ,	
,,			01-01-5608-00	IT SERVICES		5,850.00
			01-01-5600-00		7,650.00	1,800.00
			01-00-2010-00	ACCOUNTS PAYABLE	7,650.00	7,650.00
					7,030.00	7,000.00

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Post Date	Journal	Description	GL Number	GL Description	DR Amount	CR Amount
08/12/2025	АР	In Balance IT	Solutions LLC 01-01-6150-00 01-00-2010-00	OFFICE 365 SOFTWARE ACCOUNTS PAYABLE	1,910.15	1,910.15
				3	1,910.15	1,910.15
08/12/2025	AP	In Balance IT	01-01-6151-00	PS-COBT-WAIDENT BACKUP HARDWARE	3,139.16	3,139.16
			01-00-2010-00	ACCOUNTS PAYABLE	3,139.16	3,139.16
08/12/2025	АР	KLA Production	01-01-5780-00		4,000.00	
			01-00-2010-00	ACCOUNTS PAYABLE		4,000.00
				0000000105	4,000.00	4,000.00
08/12/2025	ENC	KLA Production	01-01-5780-00 01-00-2010-00	PO 0000002405, SUMMER CONCERT SPECIAL EVENTS ACCOUNTS PAYABLE	4,000.00	4,000.00
				a a	4,000.00	4,000.00
08/12/2025	АР	KLA Production	01-01-5780-00 01-00-2010-00	SUMMER CONCERT PRODUCTION SPECIAL EVENTS ACCOUNTS PAYABLE	4,000.00	4,000.00
			01-00-2010-00	ACCOUNTS TATABLE	4,000.00	4,000.00
08/12/2025	AP	KLA Production	01-01-5780-00		4,000.00	·
			01-00-2010-00	ACCOUNTS PAYABLE		4,000.00
08/12/2025	AP	Villa Park Pub	olic Library 01-01-5785-00	LIBRARY CARDS ISSUED Library Services	4,000.00 6,672.58	4,000.00
			01-00-2010-00	ACCOUNTS PAYABLE		6,672.58
				A STATE OF THE STA	6,672.58	6,672.58
08/12/2025	AP	Bill Payment C	Center Nicor Gas 01-04-5758-00 01-00-2010-00		379.06	379.06
			V2 V3 VS V3 V3 V3 V3 V3 V3 V3 V3 VS VS VS VS VS VS VS VS VS V VS VS V S V V S V S V V S V V S V V S V V V V V V V V V V		379.06	379.06
08/12/2025	AP	NIK-TINA Secur	01-01-5780-00			6,250.00
			01-00-2010-00	ACCOUNTS PAYABLE	6,250.00	6,250.00
08/12/2025	АР	Runco Office S	01-11-6120-00	ripment OFFICE SUPPLIES OFFICE SUPPLIES ACCOUNTS PAYABLE	68.34	68.34
			01-00-2010-00	ACCOUNTS FATABLE	68.34	68.34
08/12/2025	AP	Runco Office S	01-11-6120-00	office SUPPLIES	376.40	376.40
			01-00-2010-00	ACCOUNTS PAYABLE	376.40	376.40
08/12/2025	AP	SIKICH	01-11-5600-00 01-00-2010-00		20,000.00	20,000.00
			01-00-2010 00	ACCOUNTS TATABLE	20,000.00	20,000.00
08/12/2025	ENC	SIKICH		PO 26-00021, FY25 AUDIT SERVI		20,000.00
00/12/2023	Life	JIKICH	01-11-5600-00 01-00-2010-00	PROFESSIONAL/TECHNICAL SERVICE	20,000.00	20,000.00
					20,000.00	20,000.00
08/12/2025	AP	Robert J. Gonz	01-03-5600-00 01-00-2010-00	ELECTRICAL INSPECTIONS PROFESSIONAL/TECHNICAL SERVICE ACCOUNTS PAYABLE	939.68	939.68
				4	939.68	939.68
08/12/2025	ENC	Robert J. Gonz	01-03-5600-00	PO 0000002387, ELECTRICAL INS PROFESSIONAL/TECHNICAL SERVICE		939.68
			01-00-2010-00	ACCOUNTS PAYABLE	939.68	
08/12/2025	AP	USA Blue Book	01-04-6190-00	HI VIS UV LONG SLEEVE SHIRTS	939.68 79.00	939.68
			01-00-2010-00			79.00
			01-00-5010-00	ACCOUNTS PATABLE		75.00

Page: 4/8

B B	77	Description				
Post Date	Journal	Description	GL Number	GL Description	DR Amount	CR Amount
08/12/2025	AP	United Parcel	01-11-5600-00	DELIVERY FEES PROFESSIONAL/TECHNICAL SERVICE ACCOUNTS PAYABLE	61.41	61.41
				_	61.41	61.41
08/12/2025	AP	DuPage Cnv. &		FY26 DUPAGE CONVENTION VISITOR: ADVERTISING & PUBLICATION FEES ACCOUNTS PAYABLE	S BUDGET 39,998.70	39,998.70
			01-00-2010-00	ACCOUNTS PATABLE	39,998.70	39,998.70
08/12/2025	ENC	DuPage Chy. &	Visitors Bureau	PO 26-00020, FY26 DUPAGE CONVE		33,330.70
00/12/2023	Live	but age citte a	01-06-5620-00	ADVERTISING & PUBLICATION FEES ACCOUNTS PAYABLE	39,998.70	39,998.70
				-	39,998.70	39,998.70
08/12/2025	AP	HRDIRECT		PD PUBLIC SECTOR POSTERS ADVERTISING & PUBLICATION FEES ACCOUNTS PAYABLE	210.85	210.85
				,—	210.85	210.85
08/12/2025	AP	Bluders Tree	01-04-5766-00		TREE REMV 3,800.00	3,800.00
			01-00-2010-00	ACCOUNTS PAYABLE —	3,800.00	3,800.00
08/12/2025	AP	Bluders Tree	Service	RIGHT OF WAY TREE REMOVALS STO	•	3,000.00
08/12/2023	AP	Bruders free	01-04-5766-00	TREE CARE	3,200.00	
				ACCOUNTS PAYABLE		3,200.00
				_	3,200.00	3,200.00
08/12/2025	ΑP	Bluders Tree		STUMP GRINDING POST EMER TREE		
			01-04-5766-00	TREE CARE	1,000.00	1,000.00
			01-00-2010-00	ACCOUNTS PAYABLE	1,000.00	1,000.00
00 (12 /2025	4.0	Amazon Conita	l compiens	AMAZON MONTHLY INVOICE	1,000.00	1,000.00
08/12/2025	AP	Amazon Capita		SPECIAL EVENTS	57.15	
				VEHICLE MAINT. & REPAIR	74.99	
			01-02-6120-00		248.56	200 70
			01-00-2010-00	ACCOUNTS PAYABLE		380.70
					380.70	380.70
08/12/2025	AP	Storino Ramel		LEGAL SERVICES GENERAL LEGAL SERVICES	38,411.80	
			01-01-5673-00		4,845.00	
			01-01-5674-00		731.40	
			01-00-2010-00	ACCOUNTS PAYABLE		43,988.20
				0000000140	43,988.20	43,988.20
08/12/2025	ENC	Storino Ramel	lo & Durkin 01-01-5671-00	PO 0000002412, LEGAL SERVICES GENERAL LEGAL SERVICES		38,411.80
			01-01-5673-00	LITIGATION		4,845.00
			01-01-5674-00			731.40
			01-00-2010-00	ACCOUNTS PAYABLE	43,988.20	
				2025	43,988.20	43,988.20
08/12/2025	AP	MECO Consulti	ng Group LLC 01-01-5668-00	COMMUNICATIONS - JULY 2025 COMMUNICATIONS	2,240.00	
			01-01-3008-00	ACCOUNTS PAYABLE	2,240100	2,240.00
			*- ** - * - * - * - * - * - * - * - * - * - * - * - - * - * - - - - - - - - - -	=	2,240.00	2,240.00
08/12/2025	ENC	MECO Consulti	ng Group LLC	PO 0000002413, COMMUNICATIONS		
, ,			01-01-5668-00	COMMUNICATIONS	2 240 00	2,240.00
			01-00-2010-00	ACCOUNTS PAYABLE	2,240.00	2 242 22
00 (12 (2025		mlana onask ti		Dista 6/29/25 7/29/25	2,240.00	2,240.00
08/12/2025	AP	Fragg Creek w	01-02-5758-00	n Distr 6/28/25-7/28/25 UTILITIES	130.76	
				ACCOUNTS PAYABLE		130.76
				-	130.76	130.76
08/12/2025	AP	Edwina Shelle	у	BALLON TWISTING/GLITTER TATTOOS	S - NNO	
			01-02-5780-00		500.00	E00.00
			01-00-2010-00	ACCOUNTS PAYABLE —	F00 00	500.00
00/13/3035	4.0	ADDOTT TOES C	ADE DROCECCTONAL	C II C TOEE TOEATMENT	500.00	500.00
08/12/2025	AP	ARROLL LKEE C	01-04-5766-00	S, LLC TREE TREATMENT TREE CARE	150.00	
				ACCOUNTS PAYABLE		150.00
				-	150.00	150.00

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Post Date	Journal	Description	GL Number	GL Description	DR Amount	CR Amount
08/12/2025	AP	Flagg Creek W	01-04-5758-00	Distr CH SEWER SERVICE UTILITIES ACCOUNTS PAYABLE	252.37	252.37
			01-00-2010-00	ACCOUNTS TATABLE	252,37	252.37
08/12/2025	AP	Konica Minolta		TI EXEC. ADMIN. COPIER MAINTENAME EQUIPMENT MAINT & REPAIR ACCOUNTS PAYABLE		26.75
			01-00-2010-00	ACCOUNTS PATABLE	26.75	26.75
08/12/2025	АР	Konica Minolta		STREETS/WATER COPIER MAINTEN/ EQUIPMENT MAINT & REPAIR EQUIPMENT MAINT & REPAIR		
				ACCOUNTS PAYABLE		4.34 3.47
			03-00-2010-00	ACCOUNTS PAYABLE	7,81	7.81
08/12/2025	AP	Cintas Corpora	01-04-5770-00			
			01-00-2010-00	ACCOUNTS PAYABLE		592.87
00/12/2025	AP	Elaga Crook W	tor Poclamation	Distr 5/30-6/26/25 - PSB	592.87	592.87
08/12/2025	AP	Fragg Creek wa	01-04-5758-00		36.22	36.22
					36.22	36.22
08/12/2025	AP	Orange Inspect	01-03-5600-00	PLUMBING INSPECTIONS PROFESSIONAL/TECHNICAL SERVICE ACCOUNTS PAYABLE	810.00	810.00
					810.00	810.00
08/12/2025	ENC	Orange Inspec	on Inc 01-03-5600-00 01-00-2010-00		ECTIONS 810,00	810.00
			01-00-2010-00	ACCOUNTS PATABLE	810,00	810.00
08/12/2025	AP	THE SPIN OF I	01-02-5780-00	COTTON CANDY - NNO SPECIAL EVENTS	400.00	
			01-00-2010-00	ACCOUNTS PAYABLE		400.00
08/12/2025	AP	Punco Office 9	Supplies and Equ	ipment OFFICE SUPPLIES FOR POLICE CO	400.00	400.00
08/12/2023	дР	Ruiled Office .	01-10-6120-00	OFFICE SUPPLIES ACCOUNTS PAYABLE	102.61	102.61
		_			102.61	102.61
08/12/2025	AP	Elevator Inspe		O INSPECTIONS PROFESSIONAL/TECHNICAL SERVICE ACCOUNTS PAYABLE	608.00	608.00
					608.00	608.00
08/12/2025	ENC	Elevator Inspe		PO 0000002385, INSPECTIONS PROFESSIONAL/TECHNICAL SERVICE ACCOUNTS PAYABLE	608.00	608.00
					608.00	608.00
08/12/2025	AP	Midwest Mechai	01-04-5770-00 01-00-2010-00		462.40	462.40
					462.40	462.40
08/12/2025	AP	Marge Marcello	01-01-5780-00 01-00-2010-00		260.00	260.00
			01-00-2010 00	ACCOUNTS TATABLE	260.00	260.00
08/12/2025	АР	Mercury System	ons Corp. 01-04-5660-00 01-00-2010-00	PW EQUIPMENT REPAIR EQUIPMENT MAINT & REPAIR ACCOUNTS PAYABLE	6,083.42	6,083.42
			01-00-2010-00	ACCOUNTS PATABLE	6,083.42	6,083.42
08/12/2025	AP	Robert Yannot	01-03-5612-00		1,258.33	
			01-00-2010-00	ACCOUNTS PAYABLE	1,258.33	1,258.33
08/12/2025	ENC	Robert Yannot	01-03-5612-00	PO 0000002402, PROPERTY CODE CODE ENFORCEMENT	ENFORCEMENT	1,258.33
			01-00-2010-00	ACCOUNTS PAYABLE	1,258.33	
					1,258.33	1,258.33

Post Date Jo	ournal	Description	GL Number	GL Description	DR Amount	CR Amoun
08/12/2025 AP	•	Anderson Lands	ocape Supply 01-04-6133-00 01-00-2010-00	TOPSOIL RIGHT OF WAY Street Repair Materials ACCOUNTS PAYABLE	129.00	129.00
				:-	129.00	129.00
08/12/2025 AP	•	Storino Ramell	01-01-5671-00 01-01-5673-00		20,991.73 1,627.00 4,186.00	
			01-00-2010-00			26,804.73
				0000003413	26,804.73	26,804.73
08/12/2025 EN	IC	Storino Ramell	0 & Durkin 01-01-5671-00	PO 0000002412, LEGAL SERVICES GENERAL LEGAL SERVICES		20,991.73
			01-01-5673-00			1,627.00
				LABOR RELATIONS	26,804.73	4,186.00
			01-00-2010-00	ACCOUNTS PAYABLE	26,804.73	26,804.73
CASH/PAYABLE TOT	ταις.					•
-ASH/ PATABLE TOT	ALJ.		01-00-2010-00			251,042.07
			03-00-2010-00	ACCOUNTS PAYABLE		71.47
GRAND CASH/PAYAB	BLE TOTAL	:				251,113.54
TOTALS:			01-00-2010-00	ACCOUNTS PAYABLE		251,042.07
				PROFESSIONAL/TECHNICAL SERVICE	7,835.33	
			01-01-5608-00	IT SERVICES MEMBERSHIP & ASSOCIATION FEES	5,850.00 370.93	
			01-01-5620-00		210.85	
			01-01-5660-00	EQUIPMENT MAINT & REPAIR	26.75	
				COMMUNICATIONS	2,240.00 59,403.53	
			01-01-5671-00	GENERAL LEGAL SERVICES PROSECUTIONS	5,021.25	
			01-01-5673-00		6,472.00	
			01-01-5674-00		20,123.40	
				LEGAL SERVICES	7,755.45 19,207.45	
			01-01-5785-00	SPECIAL EVENTS Library Services	6,672.58	
			01-01-5790-00		150.00	
			01-01-6150-00		1,910.15	
			01-01-6151-00		3,139.16	
				TRAINING & CONFERENCES SUPPORT SERVICES	325.00 1,175.14	
				VEHICLE MAINT. & REPAIR	230.99	
				UNIFORM ALLOWANCE	342.00	
			01-02-5720-00		45.10 184.01	
			01-02-5758-00	UTILITIES BUILDING MAINTENANCE	1,694.50	
				SPECIAL EVENTS	5,722.54	
				OFFICE SUPPLIES	296.18	
				NON-CAPITAL EQUIPMENT	2,760.00 2,437.68	
				PROFESSIONAL/TECHNICAL SERVICE CODE ENFORCEMENT	1,258.33	
			01-03-6150-00		500.00	
				EQUIPMENT MAINT & REPAIR	6,087.76	
				TRAFFIC SIGNAL MAINT	4,558.44 1,077.26	
			01-04-5758-00 01-04-5766-00		9,000.00	
			01-04-5770-00	BUILDING MAINTENANCE	3,915.94	
			01-04-6130-00	SUPPLIES	163.49	
				Street Repair Materials NON-CAPITAL EQUIPMENT	215.00 377.21	
			01-06-5620-00	ADVERTISING & PUBLICATION FEES	39,998.70	
			01-10-5775-00	TESTING & EXAMINATIONS	1,526.00	
				OFFICE SUPPLIES	102.61	
				PROFESSIONAL/TECHNICAL SERVICE OFFICE SUPPLIES	20,061.41 597.95	
				ACCOUNTS PAYABLE		71.47
			03-12-5605-00	TRAINING & CONFERENCES	68.00	
GRAND TOTAL:			03-12-5660-00	EQUIPMENT MAINT & REPAIR	3.47 251,113.54	251,113.54
ENCUMBRANCE TOTA	ALS:		01-00-2010-00	ACCOUNTS PAYABLE	178,649.34	,=== : •
08/07/2025 12:46	5 PM				Page: 7/	′8

Post Date	Journal	Description				
			GL Number	GL Description	DR Amount	CR Amount
			01-01-5600-00	PROFESSIONAL/TECHNICAL SERVICE		1,800.00
			01-01-5608-00	IT SERVICES		5,850.00
			01-01-5668-00	COMMUNICATIONS		2,240.00
			01-01-5671-00	GENERAL LEGAL SERVICES		59,403.53
			01-01-5672-00	PROSECUTIONS		5,021.25
			01-01-5673-00	LITIGATION		6,472.00
			01-01-5674-00	LABOR RELATIONS		20,123.40
			01-01-5675-00	LEGAL SERVICES		7,755.45
			01-01-5780-00	SPECIAL EVENTS		4,000.00
			01-02-5770-00	BUILDING MAINTENANCE		1,694.50
			01-03-5600-00	PROFESSIONAL/TECHNICAL SERVICE		2,437.68
			01-03-5612-00	CODE ENFORCEMENT		1,258.33
			01-04-5770-00	BUILDING MAINTENANCE		594.50
			01-06-5620-00	ADVERTISING & PUBLICATION FEES		39,998.70
			01-11-5600-00	PROFESSIONAL/TECHNICAL SERVICE		20,000.00
GRAND ENCUME	BRANCE TOTAL	.:			178,649.34	178,649.34

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Post Date	Journal	Description	GL Number	GL Description	DR Amount	CR Amount
08/06/2025	CD	CAPTAIN RON - P O BOX 185		& DJ GENCK 10789 to R LAWRENCE		
		NAPERVILLE,		ACCOUNTS PAYABLE WINTRUST MONEY MARKET	600.00	600.00
Report Total: TOTALS:			01-00-1060-00 01-00-2010-00		600.00	600.00
GRAND TOTAL:			01 00 1010 00		600.00	600.00

08/06/2025 10:03 AM

RESOLUTION NO. 25-11

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

1305459.1 2

Resolution	No	25.	
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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 12 th day of August 20	25, pursuant to a roll call vote as follows:
AYES:	
NAYS:	
ABSENT:	
ABSTENTION:	
APPROVED by me this 12 th day of A	ugust 2025.
	Paul Esposito, Mayor of the City of Oakbrook Terrace, DuPage County, Illinois
ATTESTED and filed in my office, this 12 th day of August 2025.	
Michael Shadley, Clerk of the City of	z
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.:
 INV 074 625

 Date:
 30-Jun-2025

 Due Date:
 30-Jul-2025

 Customer ID:
 009017

 Currency:
 USD

BILL TO:

City of Oakbrook Terrace 17W275 Butterfield Rd Oakbrook Terrace IL 60181-4041 United States of America Service Complete City of Oakbrook Terrace

SHIP TO:

17W275 Butterfield Rd
Oakbrook Terrace IL 60181-4041
United States of America

CUSTOMER REF. NUMBER

Net 30

CONTACT

	SO TYPE	SO NUMBER	SHII	PMENT NUMB	ER	CUSTOMER	P.O. NO.
	MN	MN000819	Ť	058267		25-0	12
NO.	ITEM	THE RESERVE OF THE RE	QTY.	UOM	UNIT PRICE	DISC.	EXTENDED PRICE
1	NOTSTOCK (Dakbrook Terrace SCADA	1.00	EACH	128,940.0000	0%	128,940 00
2	NOTSTOCK: N Materials	New Tower PLC and HMI System	1.00	EACH	0.0000	0%	0.00
3	NOTSTOCK: Noterials	New PAS PLC and HMI System	1.00	EACH	0.0000	0%	0.00
4		Additional Parts (Door Limit Switch e/Humidity Transmitter)	1.00	EACH	0.0000	0%	0.00
5	NOTSTOCK: A	fetroCloud Account Set up Fee	1.00	EACH	0.0000	0%	0.00
	NOTE: include First Si Progra						
6	NOTSTOCK: L	abor 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: Tax Total: Total (USD): 128,940.00 0.00 **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

The Cause

Vice President

Head, Mechanical/Electrical Engineering Dept.

JPC/pjb

Cc: Dan Lynch, CBBEL

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ORDINANCE NO. 25 - 27

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 s and publication in accordance with law	hall be in full force and effect upon its passage and approval
ADOPTED this 12th day of Au	gust 2025, pursuant to a roll call vote as follows:
AYES:	
NAYS:	
ABSENT:	
ABSTENTION:	
APPROVED by me this 12th da	ay of August 2025.
	Paul Esposito, Mayor of the City of Oakbrook Terrace, DuPage County, Illinois
ATTESTED and filed in my office, this 12 th day of August 2025.	
Michael Shadley, Clerk of the City of Oakbrook Terrace, DuPage County, Ill	linois

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
ATTEST:	Oakbrook Terrace, DuPage County, Illinois
Michael Shadley, Clerk of the C Oakbrook Terrace, DuPage Cou	
	ACCEPTANCE OF NOTICE
•	tice of Award is hereby acknowledged by Bulk Storage, Inc. this da
of August 2025.	Bulk Storage, Inc.
	Bv:

Zackary Deery, President

Exhibit "B"

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

1305965.1 Exhibit "B" - Contract

SECTION 00 52 00

THIS AGREEMENT, made this <u>12th</u> day of <u>August</u> the City of Oakbrook Terrace hereinafter called "Owr hereinafter called "Contractor".	t, 20 <u>25</u> by and between ner", and <u>Bulk Storage, Inc.</u>
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
- Bid Form
- 4. This Contract Agreement
- 5. General Conditions of the Contract
- 6. Supplementary Conditions (if any)
- Contract Specifications
- 8. Contract Drawings
- All Bonds, Insurance Certificates and Insurance Policies mentioned or referred to in the foregoing Documents.
- 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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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 76/1 Bollars (\$ 627,672.76 (in writing)

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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ARTICLE 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

<u>General</u>: 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.

<u>Application for Payment:</u> 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.

<u>Progress Payments</u>: 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.

<u>Final Payment</u>: 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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IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be executed the day and year first above written.

	Bulk Storage, Inc. Contractor
(SEAL)	By
ATTEST:	
Pamela Deery TITLE: Secretary	
	CITY OF OAKBROOK TERRACE Owner
(SEAL)	By
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

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Interdepartmental Memo

To: Tanya Walker, Finance Director

From: Casey Calvello, Chief of Police

Re: Unmanned Aerial System (Drone)

Date: August 6, 2025

The Police Department is requesting approval to purchase the Unmanned Aerial System (Drone) approved by the Oakbrook Terrace City Council in the FY 2026 budget.

The Police Department currently does not have a drone that is suitable for all police operations. The drone and software the Police Department currently owns can only be utilized to document and photograph scenes or special events with the limited capability of daytime flight during dry weather conditions. The purchase of a new drone will provide the Police Department with the latest technology to extend the mission range capabilities of the Police Department, which will include thermal imaging for nighttime flights and inclement weather rated to IP55, allowing the drone to fly in rain, snow and high winds of up to 30 MPH. Many agencies in the area have new drone technology to enhance their capabilities in search and rescue and fugitive apprehension. The drone can also be used to assist with an active critical incident at a school, residence, or business; search and rescue of a missing person; crime scene documentation; and various tactical operations. The drone and software will be utilized for the purpose of search and rescue; fugitive apprehension; documenting and photographing crime scenes or critical incident events; and providing overwatch for general assemblies or gatherings.

The breakdown of the costs includes the following:

Skydio X10 Drone w/Thermal/Spotlight/loudspeaker, Skydio Autonomous flight Software, Skydio Multi-View Livestreaming, Skydio Fleet Manager w/AXON	
Integration, Extended service plan up to 3 years (device direct replacement)	\$30,564
Training and licensing for three officers (including FAA test fees)	.\$1,500
Total	\$32,064

The price increased by the amount of \$2,735 since the approval of the budget with the addition of software and hardware options to increase the operational capabilities of the platform.

RECOMMENDATION

Staff recommend approval for the purchase.

ORDINANCE NO. 25 -

AN ORDINANCE AUTHORIZING AND RATIFYING THE ISSUANCE OF A PURCHASE ORDER FOR THE PURCHASE OF ONE SKYDIO X10 AERIAL DRONE FOR THE CITY OF OAKBROOK TERRACE, ILLINOIS

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

WHEREAS, pursuant to Section 30.70(A)(4) of the Code of Oakbrook Terrace, Illinois, the City is authorized to issue purchase orders or contracts for goods or non-professional services for which the requirement of advertising for competitive bids is waived by a two-thirds majority vote of the corporate authorities then holding office;

WHEREAS, two-thirds of the corporate authorities of the City holding office have determined that funds are available and that it is necessary, desirable and in the best interests of the City that the City purchase one (1) Skydio X10 aerial drone from Skydio, Inc. of San Mateo, California, in the amount of Thirty Thousand Five Hundred Sixty-three and 47/100 Dollars (\$30,563.47) constituting personal property necessary for the City to perform essential governmental functions; and

WHEREAS, in the opinion of two-thirds of the corporate authorities of the City holding office, it is advisable, necessary and in the public interest that the City waive advertisement for bids, waive the procedure prescribed for the submission of competitive bids, waive obtaining three written quotes directly from the vendors, authorize soliciting proposals in the open market and purchase of one (1) Skydio X10 aerial drone from Skydio, Inc. of San Mateo, California, in the amount of Thirty Thousand Five Hundred Sixty-three and 47/100 Dollars (\$30,563.47) constituting personal property necessary for the City to perform essential governmental functions on the terms and conditions therein provided;

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

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

Section 2: It is hereby determined that it is advisable, necessary and in the public interest that the City waive advertising for competitive bids, waive the procedure prescribed for the submission of competitive bids, waive obtaining three written quotes directly from the vendors and authorize the issuance of a purchase order for one (1) Skydio X10 aerial drone from Skydio, Inc. of San Mateo, California, in the amount of Thirty Thousand Five Hundred Sixty-three and 47/100 Dollars (\$30,563.47) constituting personal property necessary for the City to perform essential governmental functions.

Section 3: The Interim City Administrator, on behalf of the City, shall be and is hereby authorized to issue a purchase order, or in the alternative, the action of the Interim City Administrator is hereby ratified in executing and issuing a purchase order to Skydio, Inc. for the purchase of one (1) Skydio X10 aerial drone in the amount of Thirty Thousand Five Hundred Sixty-three and 37/100 Dollars (\$30,563.47) for the City to perform essential governmental functions, copies of the Purchase Orders for which are attached hereto marked as Exhibit "A," "B," and "C," respectively, and made a part hereof.

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

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

ADOPTED this 26th day of August 2025, pursuant to a roll call vote as follows:

AYES:	
NAYES:	
ABSENT:	
ABSTENTION:	
APPROVED by me this 26 th day of Au	agust 2025.
	Paul Esposito, Mayor of the City of Oakbrook Terrace, DuPage County, Illinois
ATTESTED and filed in my office, this 26 th day of August 2025.	
Michael Shadley, Clerk of the City of Oakbrook Terrace, DuPage County, Illinois	

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CITY OF OAKBROOK TERRACE, ILLINOIS PURCHASE ORDER TERMS AND CONDITIONS

1. SERVICES & DELIVERABLES.

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

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

2. DELIVERY.

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

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

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

4. PAYMENT.

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

1317694.1 1 Exhibit "A" – Purchase Order

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

5. WARRANTIES.

- **5.1 Services:** Seller represents and warrants that all Services shall be completed in a professional, workmanlike manner, with the degree of skill and care that is required by current, good and sound professional procedures. Further, Seller represents and warrants that the Services shall be completed in accordance with applicable specifications and shall be correct and appropriate for the purposes contemplated in this Agreement. Seller represents and warrants that the performance of Services under this Agreement will not conflict with, or be prohibited in any way by, any other agreement or statutory restriction to which Seller is bound.
- **5.2 Goods:** Seller warrants that all Goods provided will be new and will not be used or refurbished. Seller warrants that all Goods delivered shall be free from defects in materials and workmanship and shall conform to all applicable specifications for a period of twelve (12) months from the date of delivery to the City of Oakbrook Terrace or for the period provided in Seller's standard warranty covering the Goods, whichever is longer. Seller hereby agrees that it will make spare parts available to the City of Oakbrook Terrace for a period of five (5) years from the date of shipment at Seller's then current price, less applicable discounts. Additionally, Goods purchased shall be subject to all written and oral express warranties made by Seller's agents, and to all warranties provided for by the Illinois Commercial Code. All warranties shall be construed as conditions as well as warranties and shall not be exclusive. Seller shall furnish to the City of Oakbrook Terrace Seller's standard warranty and service guaranty applicable to the Goods. All warranties and service guaranties shall run to the City of Oakbrook Terrace.

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

6. INSPECTION.

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

7. INDEPENDENT CONTRACTOR.

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

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

8. SELLER RESPONSIBLE FOR TAXES AND RECORDS.

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

9. INSURANCE.

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

10. INDEMNITY.

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

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

11. CONFIDENTIALITY.

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

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

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

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

12. OWNERSHIP OF WORK PRODUCT.

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

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

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

13. TERMINATION.

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

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

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

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

14. REMEDIES.

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

15. FORCE MAJEURE.

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

16. SEVERABILITY.

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

17. LIMITATION OF LIABILITY.

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

18. ASSIGNMENT; WAIVER.

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

19. NONEXCLUSIVE AGREEMENT.

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

20. NOTICES.

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

21. SURVIVAL OF OBLIGATIONS.

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

22. GOVERNING LAW.

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

23. ENTIRE AGREEMENT; MODIFICATION.

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

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

24. COMPLIANCE WITH LAWS.

- **24.1 General:** Seller shall comply fully with all applicable federal, state and local laws in the performance of this Agreement including, but not limited to, all applicable employment, tax, export control and environmental laws.
- 24.2 Hazardous Materials: If Goods include hazardous materials, Seller represents and warrants that Seller understands the nature of any hazards associated with the manufacture, handling and transportation of such hazardous materials.
- **24.3 Customs:** Upon the City of Oakbrook Terrace's request, Seller will promptly provide the City of Oakbrook Terrace with a statement of origin for all Goods and United States Customs documentation for Goods wholly or partially manufactured outside of the United States.

25. INJUNCTIVE RELIEF.

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

26. CERTIFICATIONS.

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

- 26.1 Seller is not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
- 26.2 Seller is not barred from contracting as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-totaling) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);
- 26.3 Seller is not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1;
- 26.4 Seller maintains and will maintain a drug-free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580/1 et seq.);
- 26.5 Seller provides equal employment opportunities in accordance with the Illinois Human Rights Act (775 ILCS 5/1-101 et seq.);
- 26.6 Seller is in compliance with 775 ILCS 5/2-105(A)(4) requiring a written sexual harassment policy;
- 26.7 No City of Oakbrook Terrace officer, spouse or dependent child of a City officer, agent on behalf of any City officer or trust in which a City officer, the spouse or dependent child of a City officer or a beneficiary is a holder of any interest in the seller; or, if the Seller's stock is traded on a nationally recognized securities market, that no City officer, spouse or dependent child of a City officer, agent on behalf of any City officer or trust in which a City officer, the spouse or dependent child of a City officer or a beneficiary is a holder of more than one percent (1%) of the Seller, but if any City officer, spouse or dependent child of a City officer, agent on behalf of any City officer or trust in which a City officer, the spouse or dependent child of a City officer or a beneficiary is a holder of

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

- 26.8 No officer or employee of City of Oakbrook Terrace has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Seller in violation of Section 30.33 of the Code of Oakbrook Terrace, Illinois;
- 26.9 The Seller has not given to any officer or employee of the City of Oakbrook Terrace any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of Section 30.33 of the Code of Oakbrook Terrace, Illinois; and
- 26.10 Neither the Seller nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a specially designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a specially designated National and Blocked Person and that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.

City of Oakbrook Terrace

Purchase Order

17W275 Butterfield Road

Oakbrook Terrace, IL 60181-4041

Phone 630-941-8300

Fax 630-941-7254

Supplier Name	Skydio, Inc.	Order Date:	August 10, 2025
Address 1	3000 Clearview Way	Payment Terms:	
Address 2		F.O.B. Point:	
City, State Zip	San Mateo, CA 94402	Freight Terms:	
E Mail:	brandon.schmidt@skydio.com	Acct Code:	
Phone:	(855) 463-5902	Tax Exempt No.:	
Attn:	Brandon Schmidt		

Ship To:

City of Oakbrook Terrace 17W275 Butterfield Road Oakbrook Terrace, IL 60181-4041

Phone: 630-941-8300

Attn: Casey Calvello, Chief of Police

Invoice To:

City of Oakbrook Terrace 17W275 Butterfield Road Oakbrook Terrace, IL 60181-4041

Phone: 630-941-8300

Attn: Tanya Walker, Interim City Administrator

Tax ID:		Ship via:	Requi	red Sh	ip Date:	
Item	Quanti ty	Part No.	Description	UM	Price	Total
Hardware	+ Perpetu	al Software				
1	1	DR4E1BR2IZG0000NA	Skydio X10 Ready Kit [1 Battery] (2.4/5 GHz, 5G/LTE Ready: T-Mobile, IR) NA + VT300-Z		\$16,108.00	\$16,108.00
2	2	DR4ACCBATR	Skydio Battery for X10 [Advanced Reservation]		\$369.00	\$738.00
3	1	DR4ATTSWNAIR	Skydio NightSense with IR Attachment for X10		\$2,800.00	\$2,800.00
4	1	DR4ATTSPK	Skydio Speaker for X10		\$320.00	\$320.00
5	1	DR4ATTSPTL	Skydio Spotlight for X10		\$265.00	\$265.00
Services			**************************************			
6	1	CEDR45G300Z3YRNA	Skydio Care for X10 with Cellular 5G + VT300-Z, 3-year		\$5,249.00	\$5,249.00
Cloud Ba	sed Softwa	are				
7	1	SWFMDR4	Skydio Fleet Manager for X10		\$120.00	\$120.00
8	1	SWSTRDR4	Skydio Multi-Viewer Live Streaming for X10	\$2,400.00	\$2,400.00	
9	1	SWCLSTDR4	Skydio Data Storage for X10		\$450.00	\$450.00
10	1	SWMSDR4	Skydio Media Sync for X10		\$700.00	\$700.00
11	1	DR4SWRNGEXTWPSNA	Skydio Connect 5G - Range Extender, \$320.00 WPS			\$640.00

Total Fees	\$30,450.00
Estimated Shipping	\$30,450.00 \$113.47
Grand Total	\$30.563.47

Purchase Order Comments	No Harri	
Authorized by:		
Casey Calvello, Chief of Police		
Approved by:		
Tanya Walker, Interim City Administrator		

City of Oakbrook Terrace				Page 2 of 2	
17W275 Butterfield Roa	17W275 Butterfield Road				
Oakbrook Terrace, IL 6	0181-4041				
Phone 630-941-8300					
Fax 630-941-7254					
Supplier Name	Skydio, Inc.				
Address 1	3000 Clearview Way				
Address 2					
City, State, Zip	San Mateo, CA 94402				
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Purchase Order Comn	nents				P DEVE
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		+			
Please sign below	and return acknowledgement of this p	urchase	order.		
Name & Title			Date		

City of Oakbrook Terrace		Receiving Report
17W275 Butterfield Road		
Oakbrook Ter	race, IL 60181-4041	
Phone 630-94	1-8300	
Fax 630-941-1 Supplier	7254	
Name	Skydio, Inc.	
Address 1	3000 Clearview Way	
Address 2 City, State &		

San Mateo, CA 94402

Zip

Item No.	Date	Quantity	Received By	Carrier	Packing List No.
	-				
	1				



Interdepartmental Memo

To:

Mayor Paul Esposito

City Council

Tanya Walker, Interim City Administrator

From:

Margie Tannehill, Operations Specialist

Re:

2025 July 4th Celebration Summary

Date:

August 12th, 2025

The budgeted amount for contracts and supplies for the 2025 July 4th Celebration was \$85,000. The total expenses for the celebration amounted to \$52,672 The event featured a resident-only picnic, a raffle, public concerts, and fireworks. The City saved a significant amount of funds this year by networking and having local businesses support our 4th of July Events with many donations. In years past these items were purchased by the City.

The major expenditures were as follows: Pyrotecnico (fireworks) - \$31,920 Uncle Bub's BBQ (catering picnic/bands) - \$19,874.70 KLA Productions, Inc. (concerts) - \$5,000. The City received \$25,000 in sponsorships. The City also received various donations from local establishments which included gift cards, tickets to Drury Lane, professional services, gift baskets, and a Gas Grill from Home Depot.

We distributed approximately 1100 wristbands for residents and sponsors an increase from 900 in 2024. The staff members comprised City Staff, KLA Productions staff, Pyrotecnico, and band members. The following table compares the past five years' expenditure and sponsorships:

Year	Non-Personnel Expenses	Activities	Sponsorship
2019	\$69,689	Picnic, Raffle, Concert, Fireworks, Face Painter, Balloon Artist	\$20,000.00
2021	\$67,817	Picnic/Drive-Up, Raffle, Concert, Fireworks	\$34,600.00
2022	\$66,006	Picnic, Raffle, Concert, Fireworks, Face Painter, Balloon Artist	\$33,250.00
2023	\$76,585	Picnic, Raffle, Concert, Fireworks, Face Painter, Ballon Artist, Magic Show	\$25,000.00
2024	\$67,101	Picnic, Raffle, Concert, Fireworks, Face Painter, Balloon Artist, Magic Show	\$28,500.00
2025	\$61,672	Picnic, Raffle, Concert, Fireworks, Face Painter, Balloon Artist	\$25,000.00*

*2025 Sponsors: Flood Bros \$15,000, Wintrust \$5,000, Storino, Ramello & Durkin \$2,500, Frankies Deli \$2,000, and Health Nautica \$500.