

# City of Oakbrook Terrace

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



## **City Council Regular Meeting Agenda**

**Tuesday, September 23<sup>rd</sup>, 2025 at 7:00 PM**

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



## **CITY COUNCIL REGULAR MEETING AGENDA**

**Tuesday, September 23<sup>rd</sup>, 2025 at 7:00 PM**  
**Council Chambers - City Hall - 17W261 Butterfield Road**  
**[www.oakbrookterrace.net](http://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 September 9<sup>th</sup>, 2025.
- VI. PUBLIC PARTICIPATION**
- VII. ACTION ITEMS / CONSENT AGENDA**
  - 1. Payment of City Bills: September 23<sup>rd</sup>, 2025, In the amount of \$299,127.22.
  - 2. Ordinance No. 25- 30 Authorizing the Participation in the DuPage County 2025 Bulk Rock Salt Program and to Approve and Authorize the Execution of a Contract with Compass Minerals America, Inc, for the Purchase of Rock Salt for the City of Oakbrook Terrace, Illinois.
- VIII. ITEMS REMOVED FROM THE CONSENT AGENDA**
- IX. RECESS TO COMMITTEE OF THE WHOLE**
- X. MAYOR ESPOSITO**

**XI. COMMITTEE OF THE WHOLE**

1. An Ordinance Amending the Provisions of Section 30.35, Entitled “Council to Act as A Body” of Chapter 30, Entitled “General Provisions” of Title III Entitled, “Administration” of the Code of Oakbrook Terrace, Illinois.
2. Ordinance Approving and Ratifying the Issuance of a Purchase Order for the Purchase of One 2024 Ford F150 Police Responder for the City of Oakbrook Terrace.
3. A Resolution Authorizing and Directing Compliance with Section 7.3(b) of the Open Meetings Act – City of Oakbrook Terrace - 2025.
4. Discussion Item – FY27 Budget Calendar.

**XII. COUNCIL MEMBER COMMENTS**

**XIII. CITY ATTORNEY**

**XIV. CITY CLERK**

**XV. CITY ADMINISTRATOR**

**XVI. RECONVENE THE CITY COUNCIL MEETING**

**XVII. RECESS TO EXECUTIVE SESSION**

1. Closed session pursuant to Section 2(c)(1) of the Open Meetings Act to discuss the appointment, employment, compensation or performance of a specific employee,
2. 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, or deliberations concerning salary schedules for one or more classes of employees.

**XVIII. EXECUTIVE SESSION**

**XIX. RECONVENE THE CITY COUNCIL MEETING**

**XX. NEW BUSINESS**

1. A Resolution Authorizing and Directing Compliance with Section 7.3(b) of the Open Meetings Act – City of Oakbrook Terrace - 2025.

**XXI. ADJOURN**

Next Regular City Council Meeting Tuesday, October 14<sup>th</sup>, 2025.

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

# City of Oakbrook Terrace

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



## **City Council Regular Meeting Minutes**

**Tuesday, September 9th 12<sup>th</sup> at 7:00 PM**

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



## CITY COUNCIL REGULAR MEETING MINUTES

Tuesday, September 9<sup>th</sup>, 2025 at 7:00 PM  
Council Chambers - City Hall - 17W261 Butterfield Road  
[www.oakbrookterrace.net](http://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 September 9<sup>th</sup>, 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, Biskup, Fitzgerald, Greco, Rada, and Mayor Esposito  
Absent: Sarallo

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

### **III. Mayor Esposito led everyone in the Pledge of Allegiance.**

### **IV. ADDITIONS OR DELETIONS TO THE AGENDA**

None

### **V. APPROVAL OF MINUTES - CHANGES OR CORRECTIONS**

Meeting Minutes of August 26<sup>th</sup>, 2025

Alderman Rada had one correction to the Regular City Council Minutes. Beth Marchettis's father from the DuPage Convention & Visitors Bureau passed away.

A motion to approve the Regular City Council Meeting Minutes with the noted correction from August 26<sup>th</sup>, 2025 was made by Alderman Barbari and seconded by Alderman Rada.

Ayes: Barbari, Biskup, Fitzgerald, Greco, and Rada  
Nays: None  
Absent: Sarallo

**VI. PUBLIC PARTICIPATION**  
None

**VII. ACTION ITEMS / CONSENT AGENDA**

1. Payment of City Bills: September 9<sup>th</sup>, 2025, In the amount of \$247,279.82.
2. Ordinance No. 25-29 Amending Section 34.24 Entitled "Permitted Investments" of Chapter 34 Entitled "Finance" of Title III Entitled "Administration" and Adopting an Investment Policy for the City of Oakbrook Terrace, Illinois.

Motion to approve the Action Items/Consent Agenda of the September 9<sup>th</sup>, 2025, Regular City and Committee of the Whole Payment was made by Alderman Fitzgerald and seconded by Alderman Greco.

Ayes: Barbari, Biskup, Fitzgerald, Greco, and Rada  
Nays: None  
Absent: Sarallo

**VIII. ITEMS REMOVED FROM THE CONSENT AGENDA**  
None

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

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

Ayes: Barbari, Biskup, Fitzgerald, Greco, and Rada  
Nays: None  
Absent: Sarallo

**X. MAYOR ESPOSITO**

City Council photos will take place at the next meeting on 9/23 at 6:00 PM. On 9/15 the City will be swearing in 2 new police officers at 11:00 AM. After the loss of John Kohlberg, the Mayor would like to appoint resident Frank Siciliano to the Police Pension Board for a 2-year term to expire in May 2027. The Mayor will send his bio to council prior to their vote. District 48 ribbon cutting and open houses are scheduled. The Annual Shred Drive will be held on 9/13 in the City Hall parking lot. The aldermen are encouraged to attend. The Mayor expressed a thank you to the aldermen for approving the budget for the 4<sup>th</sup> Annual Summer Concert series. The concerts were well attended by residents and the Mayor thanks The Lions Club, and other various sponsors and vendors.

**XI. COMMITTEE OF THE WHOLE**

1. Ordinance Authorizing the Participation in the DuPage County 2025 Bulk Rock Salt Program and the Execution of a Contract between the City of Oakbrook Terrace, Illinois, and Compass Materials America, Inc. for the Purchase of Rock Salt.

This is an annual process. The cost for 2025 is \$28,316 in ordering 400 tons of salt. This is a decrease of \$2,500 from last year.

Alderwoman Fitzgerald thanked Craig for the history of salt for the City. Craig relayed that the salt barn should be up by first snowfall.

Alderman Barbari – no comment

Alderman Biskup noted it is nice to see the price of salt go down. In reply to a question, the shed will hold approximately 12 tons of salt.

Alderman Greco asked if the City could stockpile, to which Craig replied, yes 30%.

Alderman Rada questioned what percentage of salt was lost prior to having a shed? Craig replied, 20%.

## 2. Redevelopment of Robinette Property – Status Update

In attendance: David Haigh from NAI Hiffman, John Pagliari – Panattoni Development Company, Inc. and Sean Keeley from Keely Construction.

John Pagliari from Panattoni gave an update with the progress and development of the Robinette Property. A 336,000 sq ft. building would be situated along Route 83. Concerned with surrounding neighbors, they have met with Walmart to address their concerns. A 5-12' retaining wall would be built in Villa Park to block lights from disturbing neighbors as trucks pull in. The mayor questioned the widening of Riverside Drive as an issue with Villa Park while servicing Walmart customers. John replied there is a triparty agreement between Oakbrook Terrace, Oakbrook and Elmhurst in working with IDOT and they are looking to get their approvals in 2026, build in 2027 and finish in 2028.

Alderwoman Fitzgerald asked about the timeline in which the reply was that they hope to break ground, demolish the existing structure and begin building in the spring.

Alderman Barbari relayed his best wishes in the project.

Alderman Biskup expressed concern over the increased traffic on the street near Walmart and whether it should go all the way through to avoid accidents.

Alderman Greco asked when the project will be submitted for council to approve. The reply was that it should be within the next two months with a public hearing within the next 60 days. Greco asked for written protection from NAI Hiffman that the site would not contain a waste center.

Alderman Rada asked about the management of the building. The reply was they would hire a management company. Environmental people are looking at the site to test the wells to make sure everything is clean.

Next steps per the mayor is land acquisition and submittal of the plans to council. Melissa stated the zoning attorney is working on the applications.

The mayor thanked the team and appreciated their transparency and updates.

**XII. COUNCIL MEMBER COMMENTS**

Alderman Rada discussed tourism dollars and how the County of DuPage is being affected.

Alderman Greco thanked Sgt. Hylton for his many years of service. Greco discussed a residential property on Karban Road in a flood zone that recently sold. Greco suggested the city acquire this piece of property.

Alderman Biskup conveyed that lots of police and fire continue to be lost due to cancer related issues following 9/11. Thank you to Craig from public works and the mayor for a speed sign placed near his home, it has helped in people slowing down.

Alderman Fitzgerald questioned whether sexual harassment training was a requirement for the alderpeople. The attorney replied that aldermen are not employees of the city and not mandated to take the training; however, it is recommended. Fitzgerald requested that Melissa update council on other developments within the city on a quarterly basis and separately a market study.

Alderman Barbari inquired about vacant residential lots.

**XIII. CITY ATTORNEY**

None

**XIV. CITY CLERK**

None

**XV. CITY ADMINISTRATOR**

None

**XVI. RECONVENE THE CITY COUNCIL MEETING**

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

**XVII. RECESS TO EXECUTIVE SESSION**

Motion to recess to Executive Session was made by Alderman Biskup and seconded by Alderman Greco.

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

Nayes:

Absent: Sarallo

**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**

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

**XX. NEW BUSINESS**

None

**XXI. ADJOURN**

Motion to adjourn was made by Alderman Barbari and seconded by Alderman Rada at 9:12 PM

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

Respectfully submitted,

---

**Margie Tannehill, Recording Secretary**

**Attested:**

---

**Michael Shadley**  
City Clerk

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

INVOICE JOURNAL REPORT FOR CITY OF OAKBROOK TERRACE

Post Date	Journal	Description	GL Number	GL Description	DR Amount	CR Amount
09/23/2025	AP	DuPage Water Commission	03-12-5845-00 03-00-2010-00	WATER PURCHASE 9,849,000 GALLONS OF WATE DWC - PURCHASE OF WATER ACCOUNTS PAYABLE	57,124.20	57,124.20
					57,124.20	57,124.20
09/23/2025	ENC	DuPage Water Commission	03-12-5845-00 03-00-2010-00	PO 26-00015, WATER PURCHASE 9,849,000 GA DWC - PURCHASE OF WATER ACCOUNTS PAYABLE	57,124.20	57,124.20
					57,124.20	57,124.20
09/23/2025	AP	Packey Webb Ford	01-02-5663-00 01-00-2010-00	SQUAD REPLACEMENT RIMS VEHICLE MAINT. & REPAIR ACCOUNTS PAYABLE	4,369.20	4,369.20
					4,369.20	4,369.20
09/23/2025	AP	Castle Chevrolet	01-02-5663-00 01-00-2010-00	SQUAD 5 SUSPENSION CHECK VEHICLE MAINT. & REPAIR ACCOUNTS PAYABLE	199.95	199.95
					199.95	199.95
09/23/2025	AP	USA Blue Book	03-12-6190-00 03-00-2010-00	UTILITY MARKING PAINT NON-CAPITAL EQUIPMENT ACCOUNTS PAYABLE	978.47	978.47
					978.47	978.47
09/23/2025	AP	Christopher B. Burke Engineering, L	05-12-7143-00 05-00-2010-00	CURB REPLACEMENT Curb and Gutter ACCOUNTS PAYABLE	17,651.76	17,651.76
					17,651.76	17,651.76
09/23/2025	ENC	Christopher B. Burke Engineering, L	05-12-7143-00 05-00-2010-00	PO 26-00008, CURB REPLACEMENT Curb and Gutter ACCOUNTS PAYABLE	17,651.76	17,651.76
					17,651.76	17,651.76
09/23/2025	AP	Christopher B. Burke Engineering, L	01-03-5604-00 01-00-2010-00	BUILDING & ZONING ENGINEERING City Engineer ACCOUNTS PAYABLE	3,627.94	3,627.94
					3,627.94	3,627.94
09/23/2025	ENC	Christopher B. Burke Engineering, L	01-03-5604-00 01-00-2010-00	PO 26-00013, BUILDING & ZONING ENGINEERI City Engineer ACCOUNTS PAYABLE	3,627.94	3,627.94
					3,627.94	3,627.94
09/23/2025	AP	Christopher B. Burke Engineering, L	01-03-5604-00 01-00-2010-00	BUILDING & ZONING ENGINEERING City Engineer ACCOUNTS PAYABLE	855.00	855.00
					855.00	855.00
09/23/2025	ENC	Christopher B. Burke Engineering, L	01-03-5604-00 01-00-2010-00	PO 26-00013, BUILDING & ZONING ENGINEERI City Engineer ACCOUNTS PAYABLE	855.00	855.00
					855.00	855.00
09/23/2025	AP	Christopher B. Burke Engineering, L	09-12-7145-01 09-00-2010-00	SALT BARN Cover Salt Storage Accounts Payable	7,600.00	7,600.00
					7,600.00	7,600.00
09/23/2025	ENC	Christopher B. Burke Engineering, L	09-12-7145-01 09-00-2010-00	PO 26-00010, SALT BARN Cover Salt Storage Accounts Payable	7,600.00	7,600.00
					7,600.00	7,600.00
09/23/2025	AP	Advocate Occupational Health	01-10-5775-00 01-00-2010-00	NEW PATROL PHYSICAL EXAMS TESTING & EXAMINATIONS ACCOUNTS PAYABLE	2,040.00	2,040.00
					2,040.00	2,040.00
09/23/2025	AP	Anderson Pest Solutions	01-04-5770-00 01-00-2010-00	PEST CONTROL - CH BUILDING MAINTENANCE ACCOUNTS PAYABLE	64.86	64.86
					64.86	64.86
09/23/2025	AP	Cintas Corporation	01-02-5770-00 01-00-2010-00	PD FLOOR MAT SERVICE BUILDING MAINTENANCE ACCOUNTS PAYABLE	64.63	64.63
					64.63	64.63

INVOICE JOURNAL REPORT FOR CITY OF OAKBROOK TERRACE

Post Date	Journal	Description	GL Number	GL Description	DR Amount	CR Amount
09/23/2025	AP	Com Ed		PAS - 17B ELECTRIC - 8/6-9/5/2025		
			03-12-5758-00	UTILITIES	59.53	
			03-00-2010-00	ACCOUNTS PAYABLE		59.53
					59.53	59.53
09/23/2025	AP	Com Ed		17W203 HALSEY ELECTRIC - 8/6-9/5/2025		
			01-04-5760-00	STREET LIGHT MAINT	71.96	
			01-00-2010-00	ACCOUNTS PAYABLE		71.96
					71.96	71.96
09/23/2025	AP	C.O.P.S. Testing Service, Inc.		PERSONNEL TESTING SERVICE		
			01-10-5775-00	TESTING & EXAMINATIONS	4,624.00	
			01-00-2010-00	ACCOUNTS PAYABLE		4,624.00
					4,624.00	4,624.00
09/23/2025	AP	C.O.P.S. Testing Service, Inc.		PERSONNEL TESTING SERVICE		
			01-10-5775-00	TESTING & EXAMINATIONS	950.86	
			01-00-2010-00	ACCOUNTS PAYABLE		950.86
					950.86	950.86
09/23/2025	AP	C.O.P.S. Testing Service, Inc.		PERSONNEL TESTING SERVICE		
			01-10-5775-00	TESTING & EXAMINATIONS	14.14	
			01-00-2010-00	ACCOUNTS PAYABLE		14.14
					14.14	14.14
09/23/2025	AP	DMACT Services, Inc.		ENTRY-LEVEL ORAL INTERVIEWS		
			01-10-5775-00	TESTING & EXAMINATIONS	500.00	
			01-00-2010-00	ACCOUNTS PAYABLE		500.00
					500.00	500.00
09/23/2025	AP	Elevator Inspection Service Co		ELEVATOR INSPECTIONS - 8/26/25		
			01-03-5600-00	PROFESSIONAL/TECHNICAL SERVICE	224.00	
			01-00-2010-00	ACCOUNTS PAYABLE		224.00
					224.00	224.00
09/23/2025	ENC	Elevator Inspection Service Co		PO 0000002385, ELEVATOR INSPECTIONS - 8/		
			01-03-5600-00	PROFESSIONAL/TECHNICAL SERVICE	224.00	
			01-00-2010-00	ACCOUNTS PAYABLE		224.00
					224.00	224.00
09/23/2025	AP	Elevator Inspection Service Co		ELEVATOR INSPECTIONS LOYOLA MEDICAL 9/2/		
			01-03-5600-00	PROFESSIONAL/TECHNICAL SERVICE	80.00	
			01-00-2010-00	ACCOUNTS PAYABLE		80.00
					80.00	80.00
09/23/2025	AP	EKL Williams & Provenzale LLC		PD STAFF INVESTIGATIONS		
			01-01-5675-00	LEGAL SERVICES	2,375.00	
			01-00-2010-00	ACCOUNTS PAYABLE		2,375.00
					2,375.00	2,375.00
09/23/2025	AP	Timothy Griffin		ENTRY-LEVEL ORAL INTERVIEWS		
			01-10-5775-00	TESTING & EXAMINATIONS	500.00	
			01-00-2010-00	ACCOUNTS PAYABLE		500.00
					500.00	500.00
09/23/2025	AP	Flagg Creek Water Reclamation Distr		PD SANITARY SERVICE		
			01-02-5758-00	UTILITIES	160.29	
			01-00-2010-00	ACCOUNTS PAYABLE		160.29
					160.29	160.29
09/23/2025	AP	Illinois Fire & Police Comm.		2025 FALL SEMINAR REGISTRATION		
			01-10-5600-00	PROFESSIONAL/TECHNICAL SERVICE	550.00	
			01-00-2010-00	ACCOUNTS PAYABLE		550.00
					550.00	550.00
09/23/2025	AP	J.J. Keller & Associates, Inc		SMS PROF SUB 2-YR		
			01-01-5600-00	PROFESSIONAL/TECHNICAL SERVICE	2,894.25	
			01-00-2010-00	ACCOUNTS PAYABLE		2,894.25
					2,894.25	2,894.25
09/23/2025	AP	J.J. Keller & Associates, Inc		CN HR EDGE MEMBER SUB 2Y		
			01-01-5600-00	PROFESSIONAL/TECHNICAL SERVICE	2,588.25	
			01-00-2010-00	ACCOUNTS PAYABLE		2,588.25
					2,588.25	2,588.25
09/23/2025	AP	Metropolitan Industries Inc		WATER SYSTEM SCADA		
			03-09-7190-09	SPECIAL PROJECT	128,940.00	
			03-00-2010-00	ACCOUNTS PAYABLE		128,940.00
					128,940.00	128,940.00

INVOICE JOURNAL REPORT FOR CITY OF OAKBROOK TERRACE

Post Date	Journal	Description	GL Number	GL Description	DR Amount	CR Amount
09/23/2025	ENC	Metropolitan Industries Inc	PO 26-00028, WATER SYSTEM SCADA			
		03-09-7190-09	SPECIAL PROJECT			128,940.00
		03-00-2010-00	ACCOUNTS PAYABLE	128,940.00		
				128,940.00		128,940.00
09/23/2025	AP	Konica Minolta Business Soluti	ADMIN. COPIER MAINTENANCE - AUG. '25			
		01-01-5660-00	EQUIPMENT MAINT & REPAIR	229.27		
		01-00-2010-00	ACCOUNTS PAYABLE			229.27
				229.27		229.27
09/23/2025	AP	Rydin	TEMP HANDICAP PLACARDS 2025-2029			
		01-02-5720-00	PRINTING	741.00		
		01-00-2010-00	ACCOUNTS PAYABLE			741.00
				741.00		741.00
09/23/2025	AP	Christopher B. Burke Engineering, L	STREAMBANK STABILIZATION			
		09-12-7190-07	SPECIAL PROJECT	514.50		
		09-00-2010-00	Accounts Payable			514.50
				514.50		514.50
09/23/2025	ENC	Christopher B. Burke Engineering, L	PO 26-00009, STREAMBANK STABILIZATION			
		09-12-7190-07	SPECIAL PROJECT			514.50
		09-00-2010-00	Accounts Payable	514.50		
				514.50		514.50
09/23/2025	AP	Christopher B. Burke Engineering, L	BUILDING & ZONING ENGINEERING			
		01-03-5604-00	City Engineer	1,920.50		
		01-00-2010-00	ACCOUNTS PAYABLE			1,920.50
				1,920.50		1,920.50
09/23/2025	ENC	Christopher B. Burke Engineering, L	PO 26-00013, BUILDING & ZONING ENGINEERI			
		01-03-5604-00	City Engineer			1,920.50
		01-00-2010-00	ACCOUNTS PAYABLE	1,920.50		
				1,920.50		1,920.50
09/23/2025	AP	Christopher B. Burke Engineering, L	SALT BARN			
		09-12-7145-01	Cover Salt Storage	626.61		
		09-00-2010-00	Accounts Payable			626.61
				626.61		626.61
09/23/2025	ENC	Christopher B. Burke Engineering, L	PO 26-00010, SALT BARN			
		09-12-7145-01	Cover Salt Storage			626.61
		09-00-2010-00	Accounts Payable	626.61		
				626.61		626.61
09/23/2025	AP	Christopher B. Burke Engineering, L	BUILDING & ZONING ENGINEERING			
		01-03-5604-00	City Engineer	435.42		
		01-00-2010-00	ACCOUNTS PAYABLE			435.42
				435.42		435.42
09/23/2025	ENC	Christopher B. Burke Engineering, L	PO 26-00013, BUILDING & ZONING ENGINEERI			
		01-03-5604-00	City Engineer			435.42
		01-00-2010-00	ACCOUNTS PAYABLE	435.42		
				435.42		435.42
09/23/2025	AP	Peerless Network, Inc.	PUBLIC SERVICES PHONE SERVICE			
		01-04-5665-00	PHONE SERVICE	115.95		
		03-12-5665-00	PHONE SERVICE	115.94		
		01-00-2010-00	ACCOUNTS PAYABLE			115.95
		03-00-2010-00	ACCOUNTS PAYABLE			115.94
				231.89		231.89
09/23/2025	AP	Brian Brown	FOOD/BEV FOR PD INTERVIEWERS			
		01-10-6120-00	OFFICE SUPPLIES	68.86		
		01-00-2010-00	ACCOUNTS PAYABLE			68.86
				68.86		68.86
09/23/2025	AP	ComEd	ELECTRIC SERVICE - SPRING/FRONTAGE RDS.			
		01-04-5760-00	STREET LIGHT MAINT	942.04		
		01-00-2010-00	ACCOUNTS PAYABLE			942.04
				942.04		942.04
09/23/2025	AP	Com Ed	TORNADO SIREN SERVICE - 8/6-9/6/2025			
		01-04-5758-00	UTILITIES	44.49		
		01-00-2010-00	ACCOUNTS PAYABLE			44.49
				44.49		44.49
09/23/2025	AP	Com Ed	WATER TOWER SERVICE - 8/6-9/6/2025			
		03-12-5758-00	UTILITIES	105.80		
		03-00-2010-00	ACCOUNTS PAYABLE			105.80
				105.80		105.80

INVOICE JOURNAL REPORT FOR CITY OF OAKBROOK TERRACE

Post Date	Journal	Description	GL Number	GL Description	DR Amount	CR Amount
09/23/2025	AP	Granite Telecommunications		CC TERMINALS/AUTO DIALERS		
			01-01-5668-00	COMMUNICATIONS	88.25	
			01-14-5668-00	COMMUNICATIONS	88.25	
			01-04-5665-00	PHONE SERVICE	328.69	
			03-12-5665-00	PHONE SERVICE	328.70	
			01-00-2010-00	ACCOUNTS PAYABLE		505.19
			03-00-2010-00	ACCOUNTS PAYABLE		328.70
					833.89	833.89
09/23/2025	AP	Minuteman Press		BUDGET BOOK PRINTING/BINDING		
			01-11-5600-00	PROFESSIONAL/TECHNICAL SERVICE	419.19	
			01-00-2010-00	ACCOUNTS PAYABLE		419.19
					419.19	419.19
09/23/2025	AP	Matthew R. McCollum		ENTRY-LEVEL ORAL INTERVIEWER		
			01-10-5775-00	TESTING & EXAMINATIONS	500.00	
			01-00-2010-00	ACCOUNTS PAYABLE		500.00
					500.00	500.00
09/23/2025	AP	Bill Payment Center Nicor Gas		PD GAS SERVICE - 8/8-9/9/2025		
			01-02-5758-00	UTILITIES	337.59	
			01-00-2010-00	ACCOUNTS PAYABLE		337.59
					337.59	337.59
09/23/2025	AP	Bill Payment Center Nicor Gas		17W150 BUTTERFIELD GAS SERVICE - 8/8-9/9		
			03-12-5758-00	UTILITIES	63.01	
			03-00-2010-00	ACCOUNTS PAYABLE		63.01
					63.01	63.01
09/23/2025	AP	NIK-TINA Security		SECURITY FOR SUMMER CONCERTS		
			01-01-5780-04	CONCERTS IN THE PARK	6,250.00	
			01-00-2010-00	ACCOUNTS PAYABLE		6,250.00
					6,250.00	6,250.00
09/23/2025	AP	THOMAS W. ROMAN		ENTRY-LEVEL ORAL INTERVIEWER		
			01-10-5775-00	TESTING & EXAMINATIONS	500.00	
			01-00-2010-00	ACCOUNTS PAYABLE		500.00
					500.00	500.00
09/23/2025	AP	Runco Office Supplies and Equipment		CH KITCHEN SUPPLIES		
			01-01-6130-00	SUPPLIES	141.44	
			01-00-2010-00	ACCOUNTS PAYABLE		141.44
					141.44	141.44
09/23/2025	AP	Runco Office Supplies and Equipment		CH KITCHEN SUPPLIES		
			01-01-6130-00	SUPPLIES	168.36	
			01-00-2010-00	ACCOUNTS PAYABLE		168.36
					168.36	168.36
09/23/2025	AP	Runco Office Supplies and Equipment		CH KITCHEN SUPPLIES		
			01-01-6130-00	SUPPLIES	97.79	
			01-00-2010-00	ACCOUNTS PAYABLE		97.79
					97.79	97.79
09/23/2025	AP	Runco Office Supplies and Equipment		CH KITCHEN SUPPLIES		
			01-01-6130-00	SUPPLIES	117.79	
			01-00-2010-00	ACCOUNTS PAYABLE		117.79
					117.79	117.79
09/23/2025	AP	Robert J. Gonzini		BUILDING/ELECTRICAL INSPECTIONS		
			01-03-5600-00	PROFESSIONAL/TECHNICAL SERVICE	722.92	
			01-00-2010-00	ACCOUNTS PAYABLE		722.92
					722.92	722.92
09/23/2025	ENC	Robert J. Gonzini		PO 0000002387, BUILDING/ELECTRICAL INSPE		
			01-03-5600-00	PROFESSIONAL/TECHNICAL SERVICE	722.92	
			01-00-2010-00	ACCOUNTS PAYABLE		722.92
					722.92	722.92
09/23/2025	AP	Bill Payment Center Nicor Gas		CH GAS SERVICE 8/8-9/9/2025		
			01-04-5758-00	UTILITIES	155.42	
			01-00-2010-00	ACCOUNTS PAYABLE		155.42
					155.42	155.42
09/23/2025	AP	ROBERT YANNOTTI		CODE ENFORCEMENT OFFICER		
			01-03-5612-00	CODE ENFORCEMENT	269.64	
			01-00-2010-00	ACCOUNTS PAYABLE		269.64
					269.64	269.64

**INVOICE JOURNAL REPORT FOR CITY OF OAKBROOK TERRACE**

Post Date	Journal	Description	GL Number	GL Description	DR Amount	CR Amount
09/23/2025	ENC	ROBERT YANNOTTI		PO 0000002402, CODE ENFORCEMENT OFFICER		
			01-03-5612-00	CODE ENFORCEMENT		269.64
			01-00-2010-00	ACCOUNTS PAYABLE	269.64	
					<u>269.64</u>	<u>269.64</u>
09/23/2025	AP	BS& A Software LLC		AUGUST 2025: INTEGRATED PAYMENTS ABSORBE		
			01-11-5600-00	PROFESSIONAL/TECHNICAL SERVICE	15.95	
			03-12-5600-00	PROFESSIONAL/TECHNICAL SERVICE	5,306.43	
			01-00-2010-00	ACCOUNTS PAYABLE		15.95
			03-00-2010-00	ACCOUNTS PAYABLE		5,306.43
					<u>5,322.38</u>	<u>5,322.38</u>
09/23/2025	AP	Clark Hill P.L.C.		LABOR RELATIONS		
			01-01-5674-00	LABOR RELATIONS	19,172.50	
			01-00-2010-00	ACCOUNTS PAYABLE		19,172.50
					<u>19,172.50</u>	<u>19,172.50</u>
09/23/2025	ENC	Clark Hill P.L.C.		PO 26-00029, LABOR RELATIONS		
			01-01-5674-00	LABOR RELATIONS		19,172.50
			01-00-2010-00	ACCOUNTS PAYABLE	19,172.50	
					<u>19,172.50</u>	<u>19,172.50</u>
09/23/2025	AP	West Central Municipal Conf		FY2025-2026 MEMBERSHIP		
			01-01-5610-00	MEMBERSHIP & ASSOCIATION FEES	2,500.00	
			01-00-2010-00	ACCOUNTS PAYABLE		2,500.00
					<u>2,500.00</u>	<u>2,500.00</u>
09/23/2025	AP	Chicago Parts & Sound LLC		CORE RETURN - SCRAP BATTERY		
			01-02-5663-00	VEHICLE MAINT. & REPAIR		11.00
			01-00-2010-00	ACCOUNTS PAYABLE	11.00	
					<u>11.00</u>	<u>11.00</u>
09/23/2025	AP	Cintas Corporation		CH FLOOR MAT SERVICE		
			01-04-5770-00	BUILDING MAINTENANCE	129.99	
			01-00-2010-00	ACCOUNTS PAYABLE		129.99
					<u>129.99</u>	<u>129.99</u>
09/23/2025	AP	Coeo Solutions, LLC		BUSINESS CONNECTIVITY SERVICE		
			01-01-5665-00	PHONE SERVICE	625.10	
			01-02-5665-00	PHONE SERVICE	662.99	
			01-03-5665-00	PHONE SERVICE	284.14	
			01-11-5665-00	PHONE SERVICE	322.02	
			01-00-2010-00	ACCOUNTS PAYABLE		1,894.25
					<u>1,894.25</u>	<u>1,894.25</u>
09/23/2025	AP	Core & Main LP		WATER METER HEADS		
			03-12-6152-00	Water Meters	711.12	
			03-00-2010-00	ACCOUNTS PAYABLE		711.12
					<u>711.12</u>	<u>711.12</u>
09/23/2025	AP	ART MARIA FACE PAINT INC		HALLOWEEN FACE PAINTING		
			01-01-5780-01	PUMPKINS IN PARK	295.00	
			01-00-2010-00	ACCOUNTS PAYABLE		295.00
					<u>295.00</u>	<u>295.00</u>
09/23/2025	AP	LANOTTE, VALERY		HALLOWEEN FACE PAINTING DEPOSIT		
			01-01-5780-01	PUMPKINS IN PARK	100.00	
			01-00-2010-00	ACCOUNTS PAYABLE		100.00
					<u>100.00</u>	<u>100.00</u>
09/23/2025	AP	MORKES CHOCOLATES		PUMPKIN IN THE PARK DONUTS		
			01-01-5780-01	PUMPKINS IN PARK	420.35	
			01-00-2010-00	ACCOUNTS PAYABLE		420.35
					<u>420.35</u>	<u>420.35</u>
09/23/2025	AP	Illinois Fire & Police Comm.		REGISTRATION FOR FALL SEMINAR 11/7-11/8/		
			01-10-5605-00	TRAINING & CONFERENCES	625.00	
			01-00-2010-00	ACCOUNTS PAYABLE		625.00
					<u>625.00</u>	<u>625.00</u>
09/23/2025	AP	Clark Hill P.L.C.		LABOR RELATIONS		
			01-01-5674-00	LABOR RELATIONS	10,787.00	
			01-00-2010-00	ACCOUNTS PAYABLE		10,787.00
					<u>10,787.00</u>	<u>10,787.00</u>
09/23/2025	ENC	Clark Hill P.L.C.		PO 26-00029, LABOR RELATIONS		
			01-01-5674-00	LABOR RELATIONS		10,787.00
			01-00-2010-00	ACCOUNTS PAYABLE	10,787.00	
					<u>10,787.00</u>	<u>10,787.00</u>
CASH/PAYABLE TOTALS:			01-00-2010-00	ACCOUNTS PAYABLE		77,366.23

**INVOICE JOURNAL REPORT FOR CITY OF OAKBROOK TERRACE**

Post Date	Journal	Description	GL Number	GL Description	DR Amount	CR Amount
			03-00-2010-00	ACCOUNTS PAYABLE		193,733.20
			05-00-2010-00	ACCOUNTS PAYABLE		17,651.76
			09-00-2010-00	Accounts Payable		8,741.11
GRAND CASH/PAYABLE TOTAL:						297,492.30
TOTALS:						
			01-00-2010-00	ACCOUNTS PAYABLE		77,366.23
			01-01-5600-00	PROFESSIONAL/TECHNICAL SERVICE	5,482.50	
			01-01-5610-00	MEMBERSHIP & ASSOCIATION FEES	2,500.00	
			01-01-5660-00	EQUIPMENT MAINT & REPAIR	229.27	
			01-01-5665-00	PHONE SERVICE	625.10	
			01-01-5668-00	COMMUNICATIONS	88.25	
			01-01-5674-00	LABOR RELATIONS	29,959.50	
			01-01-5675-00	LEGAL SERVICES	2,375.00	
			01-01-5780-01	PUMPKINS IN PARK	815.35	
			01-01-5780-04	CONCERTS IN THE PARK	6,250.00	
			01-01-6130-00	SUPPLIES	525.38	
			01-02-5663-00	VEHICLE MAINT. & REPAIR	4,558.15	
			01-02-5665-00	PHONE SERVICE	662.99	
			01-02-5720-00	PRINTING	741.00	
			01-02-5758-00	UTILITIES	497.88	
			01-02-5770-00	BUILDING MAINTENANCE	64.63	
			01-03-5600-00	PROFESSIONAL/TECHNICAL SERVICE	1,026.92	
			01-03-5604-00	City Engineer	6,838.86	
			01-03-5612-00	CODE ENFORCEMENT	269.64	
			01-03-5665-00	PHONE SERVICE	284.14	
			01-04-5665-00	PHONE SERVICE	444.64	
			01-04-5758-00	UTILITIES	199.91	
			01-04-5760-00	STREET LIGHT MAINT	1,014.00	
			01-04-5770-00	BUILDING MAINTENANCE	194.85	
			01-10-5600-00	PROFESSIONAL/TECHNICAL SERVICE	550.00	
			01-10-5605-00	TRAINING & CONFERENCES	625.00	
			01-10-5775-00	TESTING & EXAMINATIONS	9,629.00	
			01-10-6120-00	OFFICE SUPPLIES	68.86	
			01-11-5600-00	PROFESSIONAL/TECHNICAL SERVICE	435.14	
			01-11-5665-00	PHONE SERVICE	322.02	
			01-14-5668-00	COMMUNICATIONS	88.25	
			03-00-2010-00	ACCOUNTS PAYABLE		193,733.20
			03-09-7190-09	SPECIAL PROJECT	128,940.00	
			03-12-5600-00	PROFESSIONAL/TECHNICAL SERVICE	5,306.43	
			03-12-5665-00	PHONE SERVICE	444.64	
			03-12-5758-00	UTILITIES	228.34	
			03-12-5845-00	DWC - PURCHASE OF WATER	57,124.20	
			03-12-6152-00	Water Meters	711.12	
			03-12-6190-00	NON-CAPITAL EQUIPMENT	978.47	
			05-00-2010-00	ACCOUNTS PAYABLE		17,651.76
			05-12-7143-00	Curb and Gutter	17,651.76	
			09-00-2010-00	Accounts Payable		8,741.11
			09-12-7145-01	Cover Salt Storage	8,226.61	
			09-12-7190-07	SPECIAL PROJECT	514.50	
GRAND TOTAL:						297,492.30
ENCUMBRANCE TOTALS:						297,492.30
			01-00-2010-00	ACCOUNTS PAYABLE	38,014.92	
			01-01-5674-00	LABOR RELATIONS		29,959.50
			01-03-5600-00	PROFESSIONAL/TECHNICAL SERVICE		946.92
			01-03-5604-00	City Engineer		6,838.86
			01-03-5612-00	CODE ENFORCEMENT		269.64
			03-00-2010-00	ACCOUNTS PAYABLE	186,064.20	
			03-09-7190-09	SPECIAL PROJECT		128,940.00
			03-12-5845-00	DWC - PURCHASE OF WATER		57,124.20
			05-00-2010-00	ACCOUNTS PAYABLE	17,651.76	
			05-12-7143-00	Curb and Gutter		17,651.76
			09-00-2010-00	Accounts Payable	8,741.11	
			09-12-7145-01	Cover Salt Storage		8,226.61
			09-12-7190-07	SPECIAL PROJECT		514.50
GRAND ENCUMBRANCE TOTAL:						250,471.99
						250,471.99

## INVOICE JOURNAL REPORT FOR CITY OF OAKBROOK TERRACE

Post Date	Journal	Description	GL Number	GL Description	DR Amount	CR Amount
09/16/2025	AP	Verizon wireless		CH/PD PHONE SERVICE		
			01-01-5668-00	COMMUNICATIONS	147.28	
			01-11-5668-00	COMMUNICATIONS	109.77	
			01-02-5668-00	COMMUNICATIONS	981.13	
			01-03-5668-00	COMMUNICATIONS	84.66	
			01-04-5668-00	COMMUNICATIONS	182.17	
			03-12-5668-00	COMMUNICATIONS	129.91	
			01-00-2010-00	ACCOUNTS PAYABLE		1,505.01
			03-00-2010-00	ACCOUNTS PAYABLE		129.91
					1,634.92	1,634.92
CASH/PAYABLE TOTALS:						
			01-00-2010-00	ACCOUNTS PAYABLE		1,505.01
			03-00-2010-00	ACCOUNTS PAYABLE		129.91
						1,634.92
GRAND CASH/PAYABLE TOTAL:						
TOTALS:						
			01-00-2010-00	ACCOUNTS PAYABLE		1,505.01
			01-01-5668-00	COMMUNICATIONS	147.28	
			01-02-5668-00	COMMUNICATIONS	981.13	
			01-03-5668-00	COMMUNICATIONS	84.66	
			01-04-5668-00	COMMUNICATIONS	182.17	
			01-11-5668-00	COMMUNICATIONS	109.77	
			03-00-2010-00	ACCOUNTS PAYABLE		129.91
			03-12-5668-00	COMMUNICATIONS	129.91	
					1,634.92	1,634.92
GRAND TOTAL:						



## **Interdepartmental Memo**

**To: Tanya Walker, Interim City Administrator / Finance Director**

**From: Craig Ward, Director of Public Services**

**Re: Salt Storage Facility Pay Request #1**

**Date: September 16, 2025**

**I agree with Christopher Burke Engineering for payment of pay request #1 to Bulk Storage Inc in the amount of \$107,966.70. This total reflects a 10% retainage withheld.**

**Bulk Storage broke ground on September 2<sup>nd</sup> and is now completed with the paving / foundation portion of the project and should be paid accordingly. The project is going very well so far.**

**ORDINANCE NO. 25 - 30**

**AN ORDINANCE AUTHORIZING THE PARTICIPATION IN THE DUPAGE COUNTY  
2025 BULK ROCK SALT PROGRAM AND TO APPROVE AND AUTHORIZE THE  
EXECUTION OF A CONTRACT WITH COMPASS MINERALS AMERICA, INC. FOR  
THE PURCHASE OF ROCK SALT 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**, in addition to its home-rule powers and pursuant to Article 11 of the Illinois Municipal Code, 65 ILCS 5/11, the City has the authority to maintain public roadways within its corporate limits;

**WHEREAS**, the City proposes to purchase rock salt to be used to de-ice roadways in the City for the public benefit (the “Materials”);

**WHEREAS**, the Governmental Joint Purchasing Act (30ILCS 525/0.01 *et seq.*) authorizes governmental units to purchase personal property, supplies and services jointly with one or more other governmental units through a competitive bid process;

**WHEREAS**, the corporate authorities of the City have authority, pursuant to its Purchasing and Procurement Procedures (Sections 30.65 through 30.75, inclusive, of the Code of Oakbrook Terrace, Illinois) to purchase goods for which the price to be paid by the City has been established within one year preceding the letting of the proposed contract by the City, by open and competitive bidding through an intergovernmental group of municipalities or other local governments, or an agency of the federal, state or county governments;

**WHEREAS**, DuPage County administers a joint purchase program whereby it publicly advertises for sealed bids for the purchase of rock salt by DuPage County municipalities;

**WHEREAS**, On May 15, 2025, DuPage County advertised for bids for its 2025 Bulk Rock Salt Program in the Illinois Department of Transportation’s Contractor’s Bulletin; and at 2:00 p.m. on June 5, 2025, two (2) bids were received, publicly opened, examined and declared;

**WHEREAS**, of the bids received, opened and evaluated, the apparent lowest responsible bidder was Compass Minerals America Inc.;

**WHEREAS**, DuPage County evaluated the bids submitted and determined that the bid submitted by Compass Minerals America Inc. in the amount of Seventy and 79/100 Dollars (\$70.79) per ton payable on a unit price basis, for the units of Materials listed in the Proposal properly supplied and delivered to the City was the lowest bid submitted by a responsible bidder;

**WHEREAS**, on June 24, 2025, DuPage County approved a resolution awarding a contract to Compass Minerals America Inc., 9900 W. 109<sup>th</sup> Street, Suite 100, Overland Park, Kansas 66210 for the purchase of rock salt; and

**WHEREAS**, the City has determined that it is advisable, necessary and in the best interest of the City to enter into a Contract with Compass Minerals America Inc. for the supply of 400 tons of the Materials (the “Contract”), a copy of which Contract is attached hereto as Exhibit “A” 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 preamble 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 it is advisable, necessary and in the public interest that the City participate in the DuPage County joint purchase program for the purchase of rock salt and that the City enter into a Contract with Compass Minerals America, Inc. for the supply of the Materials.

**Section 3:** The Contract with all other necessary written contract documents attached shall be issued to or otherwise made available for execution by Compass Minerals America, Inc. for the supply of the Materials subject to the furnishing of the proper bonds and insurance.

**Section 4:** The form, terms and provisions of the Contract and the separate exhibits as provided in the Contract for the supply of the Materials substantially in the form attached hereto as Exhibit “A,” are hereby approved and provided that Compass Minerals America 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.

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

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

ADOPTED this 23<sup>rd</sup> day of September 2025, pursuant to a roll call vote as follows:

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

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

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

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

APPROVED by me this 23<sup>rd</sup> day of September 2025.

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

ATTESTED and filed in my office,  
this 23<sup>rd</sup> day of September 2025.

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

**Exhibit “A”**

**CONTRACT BETWEEN THE CITY OF OAKBROOK TERRACE, ILLINOIS,  
AND COMPASS MATERIALS AMERICA, INC. FOR THE  
PURCHASE OF ROCK SALT**



**CONTRACT**

**by and between the**

**CITY OF OAKBROOK TERRACE, ILLINOIS**

**and**

**COMPASS MINERALS AMERICA, INC.**

**for the**

**2025 BULK ROCK SALT PROGRAM**

---

## **CONTRACT**

This Contract is made this 23<sup>rd</sup> day of September 2025 between the City of Oakbrook Terrace, the “Department,” and Compass Minerals America Inc., the “Contractor,” for the City of Oakbrook Terrace 2025 Bulk Rock Salt Program.

In consideration of the payments to be made by the Department and of the mutual covenants herein set forth, the Department and the Contractor agree as follows:

### **ARTICLE 1. PERFORMANCE OF CONTRACT.**

The Contractor at its own proper cost and expense shall perform the following work, furnish all materials and labor necessary to complete the work in full compliance with all of the terms and the requirements of this Contract, the General Conditions, Special Provisions, the Specifications, Contractor’s Certification and the Contract Bond which are essential documents of and made a part of this Contract:

City of Oakbrook Terrace 2025 Bulk Rock Salt Program consisting of supplying bulk rock salt. designated by the Department in strict compliance with the Specifications, Special Provisions and Contract Bond which are essential documents of and made a part of this Contract.

### **ARTICLE 2. CONTRACT SUM AND PAYMENT.**

The Department shall pay the Contractor for the performance of the work, at the unit price of Seventy and 79/100 Dollars (\$70.79) per ton, as set forth in the Contractor’s Proposal, as full compensation for furnishing all the materials, for doing all work contemplated and specified in this Contract, for all loss or damage arising out of the nature of the work or from any action of the elements, or from any unforeseen difficulties which may be encountered in the prosecution of the same, for all risks of every description connected with the work, and for well and faithfully completing the work, and the whole thereof, in full compliance with the plans and contract documents, and within the time stated in the Proposal, hereby made a part of hereof, which time is hereby declared to be of the essence of this Contract. The quantities shown in the Proposal (400 tons) are approximate only and are subject to increase or decrease. The Contractor will receive, in full payment, the amount of the summation of the actual quantities, as finally determined, multiplied by the unit prices shown on the schedule of prices forming a part of this Contract.

The Department shall approve payment of and pay to the Contractor any and all fees, charges and amounts due to Contractor for work performed prior to the termination consistent with the requirements of the Local Government Prompt Payment Act (50 ILCS 505/4, *et seq.*). The Contractor shall comply with the requirements of the Local Government Prompt Payment Act (50 ILCS 505/4, *et seq.*).

### **ARTICLE 3. RESERVED**

### **ARTICLE 4. GENERAL PROVISIONS.**

4.1 **Governing Law.** This Contract shall be construed under and governed by the laws of the State of Illinois. All actions brought to interpret or enforce any provision of this Contract shall be brought in the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois.

4.2 **Appropriation.** This Contract shall become effective only after an appropriation therefor has been made. The term of this Contract shall be for one year following the effective date of the appropriation. If the Contract Time exceeds one year following the effective date of the appropriation, the term of this Contract shall extend to the end of the Contract Time provided that an appropriation therefor has been made by the Department in the subsequent year(s).

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

4.4 **Waiver of Breach.** The waiver by either party of any breach of this Contract shall not constitute a waiver as to any other breach.

4.5 **Written Notice.** Written notice between the Department and the Contractor shall be deemed to have been duly served if delivered in person, or if delivered by overnight delivery service or certified mail, return receipt requested, addressed to the respective party as follows:

A. If to the Department:

City of Oakbrook Terrace  
17W275 Butterfield Road  
Oakbrook Terrace, Illinois 60181  
Attn: Ms. Tanya Walker, Interim City Administrator  
E-mail: [twalker@oakbrookterrace.net](mailto:twalker@oakbrookterrace.net)

B. If to Contractor:

Compass Minerals America Inc.  
9900 West 109<sup>th</sup> Street, Suite 100  
Overland Park, Kansas 66210  
Attn: Edward C. Dowling, President  
E-mail: [highwaygroup@compassminerals.com](mailto:highwaygroup@compassminerals.com)

Either party may change its mailing address by giving written notice to the other party as provided above. Written notice shall be deemed to have been given on the second business day following the date of the mailing if sent through the U.S. postal service or on the first business day following the date of the mailing if sent by overnight delivery service.

Whenever this Contract requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this section.

**4.6 Obligations Survive.** The obligations or duties imposed upon the Contractor under the Contract shall survive any termination or closeout of the Contract.

**4.7 Successors and Assigns.** The Department and the Contractor each binds itself, its partners, successors and assigns and legal representative to the other party hereto and the partners, successors, assigns and legal representative of such other party with respect to all covenants, agreements and obligations contained herein.

**4.8 Independent Contractor.** The Contractor is an independent contractor and in providing its work under this Contract shall not represent to any third party that its authority is greater than that granted to it under the terms of the Contract.

**4.9 Work of Other Contractors.** The Department reserves the right to execute other agreements in connection with this program. The Contractor shall cooperate with the employees and representatives of the Department and/or any contractor or consultant retained by the Department; but the Contractor shall not be contractually responsible for the employees and representatives of the Department and/or any contractor or consultant retained by the Department.

**4.10 Non-Assignment.** The Contractor acknowledges that the Department is induced to enter into this Contract by, among other things, the qualifications of the Contractor. This Contract is exclusive between the Department and the Contractor. This Contract or any right or obligations hereunder may not be assigned by the Contractor, in whole or in part, to another firm without first obtaining prior permission in writing from the Department. The Department may refuse to accept any substitute Contractor for any reason.

**4.11 Right to Audit.** The Department shall have the right to have access to and audit all of the Contractor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to this Contract throughout the term and for a period of five years after final payment. The Contractor shall cooperate fully with any such audit and shall provide full access to all relevant materials. In addition, the Department or its authorized representative shall have access to the Contractor's facilities and shall be provided adequate and appropriate workspace, in order to conduct audits in compliance with this article. Failure to maintain the records required by this provision shall establish a presumption in favor of the Department for the recovery of any funds paid by the Department under the Contract for which adequate records are not available, through some fault of the Contractor, to support their purported disbursement.

**4.12 Entire Agreement.** This Contract consists 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 attached hereto:

- (a) Contract
- (b) Contractor's Certification
- (c) Contract Bond
- (d) Standard Specifications for Road and Bridge Construction adopted January 1, 2022, as amended by the ERRATA to the Standard Specifications for Road

and Bridge Construction, adopted April 1, 2022, and revised January 1, 2024, hereinafter referred to as the “Standard Specifications for Road and Bridge Construction” all of the Supplemental Specifications listed in the contract documents and those Recurring Special Provisions and Recurring Local Roads and Streets Special Provisions, adopted January 1, 2024, indicated on the Check Sheet included in the contract documents supplement the Standard Specifications for Road and Bridge Construction, the Bureau of Design and Environment (BDE) Special Provisions, indicated on the Check Sheet included in the contract documents, and the “Manual for Materials Inspection,” May 19, 2023, all issued by the State of Illinois, Department of Transportation and the “National Manual on Uniform Traffic Control Devices for Streets and Highways” (11<sup>th</sup> Edition, revised December 2023) supplemented by the “Illinois Supplement to the National Manual on Uniform Traffic Control Devices for Streets and Highways” (Revision 3, November 2021 Edition) issued by the Illinois Department of Transportation.

- (e) Supplemental Specifications
- (f) Special Provisions
  - Bidding Requirements and Conditions for Material Proposals
  - Section 107 Legal Regulations and Responsibility to Public
  - Section 109 Measurement and Payment
  - Scope of Contract
  - Term of Contract
  - Escalator Provision:
  - Bulk Rock Salt
  - Materials
  - Delivery Requirements 3
  - Pricing
  - Group 1
  - Group 2
  - Invoicing
  - Liquidated Damages
  - Stocking Requirements
  - Usage Reports
  - Basis of Payment
- (g) Index For Supplemental Specifications and Recurring Special Provisions
- (h) Check Sheet for Recurring Special Provisions
- (i) Check Sheet for Recurring Local Roads and Streets Special Provisions
- (j) Contractor’s Proposal

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. This Contract may only be amended or a provision hereof waived by the parties by written instrument executed by authorized signatories of the Department and the Contractor. In case of conflict between the terms contained in the contract documents, those terms contained in the various contract documents shall control in the following order of precedence.

- (1) Special Provisions

- (2) Recurring Special Provisions checked on the Check Sheet
- (3) Bureau of Design and Environment Special Provisions checked on Check Sheet
- (4) Supplemental Specifications
- (5) Standard Specifications
- (6) Contract
- (7) Contract Bond
- (8) Contractor's Certification
- (19) Contractor's Proposal

Note: The contract documents listed in subsection 4.12(d) are separate books that will not be furnished by the Department but shall be the responsibility of the Contractor to obtain at its own expense. The documents may be obtained from the Illinois Department of Transportation. See <http://www.dot.state.il.us/dobuissns.html>

4.13 **Amendments.** This Contract may only be amended or a provision hereof waived by the parties by written instrument executed by authorized signatories of the Department and the Contractor. This Contract is executed that day and year first written above.

**IN WITNESS WHEREOF**, the parties have caused this Contract to be executed by their duly authorized officers as of the dates below indicated.

Executed by the Contractor this 23<sup>rd</sup> day of September 2025.

Contractor: Compass Minerals America Inc.

By: \_\_\_\_\_  
Edward C. Dowling, President

ATTEST:

By: \_\_\_\_\_  
Mary L. Frontczak, Secretary

Executed by the Department this 23<sup>rd</sup> day of September 2025.

Department: City of Oakbrook Terrace

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

ATTEST:

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

**FEDERAL TAXPAYER IDENTIFICATION NUMBER**

Under penalties of perjury, I certify that the following is the Contractor's correct Federal Taxpayer Identification

Number: \_\_\_\_\_.

Contractor: Compass Minerals America Inc.

By: \_\_\_\_\_  
Edward C. Dowling, President

## CONTRACTOR'S CERTIFICATION

The assurances hereinafter made by the Contractor, are each a material representation of fact upon which reliance is placed by the City of Oakbrook Terrace, Illinois, in entering into the contract with the Contractor. The City of Oakbrook Terrace, Illinois, may terminate the contract if it is later determined that the Contractor rendered a false or erroneous assurance; and the surety providing the performance bond shall be responsible for the completion of the contract.

I, Edward C. Dowling, hereby certify that I am the President of Compass Minerals America Inc., and as such hereby represent and warrant to the City of Oakbrook Terrace, Illinois, a unit of local government, that the Contractor, if it is a partnership, its general partners, and if it is a corporation, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are:

1. Not delinquent in the payment of taxes to the Illinois Department of Employment Security or the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
2. Not barred from contracting as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-totaling) of the Criminal Code of 2012 (720 ILCS 5/33E-3 and 5/33E-4);
3. Not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1.

In addition, the Contractor hereby represents and warrants to the City of Oakbrook Terrace, Illinois, as a condition of any agreement with the City of Oakbrook Terrace, Illinois, that the Contractor is under no legal prohibition on contracting with the City of Oakbrook Terrace, Illinois, has no known conflicts of interest and further specifically certifies that:

1. The Contractor is not delinquent in any obligation to the Illinois Department of Employment Security;
2. The Contractor maintains and will maintain a drug-free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) by:

A. Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the Contractor's workplace;
- (2) Specifying the actions that will be taken against employees for violations of such prohibition;
- (3) Notifying the employee that, as a condition of employment on this Contract, the employee will:
  - a. Abide by the terms of the statement;
  - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

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

- (1) The dangers of drug abuse in the workplace;
- (2) The Contractor's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance program; and
- (4) The penalties that may be imposed upon employees for drug violations;

C. Making it a requirement to give a copy of the statement required by Subsection A to each employee engaged in the performance of the Contract, and to post the statement in a prominent place in the workplace;

D. Notifying the City of Oakbrook Terrace within ten (10) days after receiving notice under Paragraph A.3(b) from an employee or otherwise receiving actual notice of such conviction;

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

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

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

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

4. 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 Contractor in violation of Section 30.33 of Chapter 30 the Code of Oakbrook Terrace, Illinois.

5. The Contractor has not given to any officer or employee of 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 Section 30.33 of Chapter 30 the Code of Oakbrook Terrace, Illinois.

6. In compliance with the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635) is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.

7. Neither the Contractor 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 Supplier 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 Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person.

If any certification made by the Contractor changes or any term or condition on which a certification is based changes, which then renders the certification to be no longer valid, the Contractor shall so notify the City of Oakbrook Terrace in writing within seven (7) days.

Dated: September \_\_\_\_, 2025

Contractor: Compass Minerals America, Inc.

By: \_\_\_\_\_  
Edward C. Dowling, President

STATE OF ILLINOIS                    )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that Edward C. Dowling, known to me to be the President of Compass Minerals America Inc. appeared before me this day in person and, being first duly sworn on oath, acknowledged that he executed the foregoing certification as his free act and deed and as the authorized free act and deed of Compass Minerals America Inc.

Dated: September \_\_\_\_, 2025

\_\_\_\_\_  
Notary Public

RETURN WITH BID



**Illinois Department  
of Transportation**

**Material Proposal Schedule of Prices**

Local Public Agency	County	Section Number
DuPage County Division of Transportation	DuPage	25-0SALT-02-MS

**Material Proposal Schedule of Prices**

Group No.	Item(s)	Delivery	Unit	Quantity	Unit Price	Total
1	ROCK SALT	FOB	TON	10000	\$70.79	\$707,900.00
1	ROCK SALT (130% to 150%)	FOB	TON		\$70.79	
Bidder's Total Proposal for Group 1						<b>\$707,900.00</b>


The undersigned firm certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm. The undersigned firm further certifies that it is not barred from contracting with any unit of State or local government as a result of a violation of State laws prohibiting bid-rigging or bid rotating.

**Bidder Signature and Date**

*Sean Lierz 6/30/25*  
- Sean Lierz, Senior Manager Highway Sales

Address	City	State	Zip Code
9900 W. 109th Street	Overland Park	KS	66210

RETURN WITH BID



**Illinois Department  
of Transportation**

**Material Proposal Schedule of Prices**


Local Public Agency	County	Section Number
DuPage County Division of Transportation	DuPage	25-0SALT-02-MS

**Material Proposal Schedule of Prices**

Group No.	Item(s)	Delivery	Unit	Quantity	Unit Price	Total
1	ROCK SALT	FOB	TON	10000	\$70.79	\$707,900.00
1	ROCK SALT (130% to 150%)	FOB	TON		70.79	
Bidder's Total Proposal for Group 1					\$	700,900.00
2	ROCK SALT	FOB	TON	45270	\$70.79	\$3,204,603.30
2	ROCK SALT, EARLY DELIVERY	FOB	TON	1650	\$70.79	\$116,803.50
2	ROCK SALT (130% to 150%)	FOB	TON		70.79	
Bidder's Total Proposal for Group 2					\$	3,321,406.80

The undersigned firm certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm. The undersigned firm further certifies that it is not barred from contracting with any unit of State or local government as a result of a violation of State laws prohibiting bid-rigging or bid rotating.

Bidder Signature and Date

 6/3/25

Address	City	State	Zip Code
9900 W. 109th Street	Overland Park	KS	66210



DuPage County  
Finance Department  
Procurement Division  
421 North County Farm Road  
Room 3-400  
Wheaton, Illinois 60187-3978

## REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

### Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	25-0SALT-02-MS
COMPANY NAME:	Compass Minerals America Inc.
CONTACT PERSON:	Sean Lierz
CONTACT EMAIL:	highwaygroup@compassminerals.com

### Section II: Procurement Ordinance Requirements

Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the County, shall provide to the Procurement Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor to any incumbent County Board member, County Board chairman, or Countywide elected official whose office the contract to be awarded will benefit within the current and previous calendar year. The contractor, union, or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors, and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

Has the Bidder made contributions as described above?

☐ Yes

☒ No

If "Yes", complete the required information in the table below.

RECIPIENT	DONOR	DESCRIPTION (e.g., cash, type of item, in-kind services, etc.)	AMOUNT/VALUE	DATE MADE

Rev. 1-2025

All contractors and vendors who have obtained or are seeking contracts with the County shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

Has the Bidder had or will the Bidder have contact with lobbyists, agents, representatives or individuals who are or will be having contact with county officers or employees as described above.

☒ Yes

☐ No

If "Yes", list the name, phone number, and email of lobbyists, agents, representatives, and all individuals who are or will be having contact with county officers or employees in the table below.

NAME	PHONE	EMAIL
Sean Lierz, Sr., Manager Highway Sales	800-323-1641 option 2	highwaygroup@compassminerals.com
Joel Gerdes, Director US Highway Sales	800-323-1641 option 2	highwaygroup@compassminerals.com
Brenda Blunt, Customer Experience Spcl	800-323-1641 option 1	highwaygroup@compassminerals.com

### **Section III: Violations**

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future County contracts. Continuing and supplemental disclosure is required. The Bidder agrees to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner;
- 30 days prior to the optional renewal of any contract;
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text of the County's Ethics Ordinance is available at:

[http://www.dupagecounty.gov/government/county\\_board/ethics\\_at\\_the\\_county/](http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/)

The full text of the County's Procurement Ordinance is available at:

[https://www.dupagecounty.gov/government/departments/finance/procurement/procurement\\_ordinance\\_and\\_guiding\\_principles.php](https://www.dupagecounty.gov/government/departments/finance/procurement/procurement_ordinance_and_guiding_principles.php)

### **Section IV: Certification**

By signing below, the Bidder hereby acknowledges that it has received, read, and understands these requirements, and certifies that the information submitted on this form is true and correct to the best of its knowledge.

Printed Name: Joel Gerdes or Sean Lierz

Signature: 

Title: Director US Highway Sales  
Senior Manager Highway Sales

Date: 6/30/25

**RETURN WITH BID**

**ADDENDUM NO. 1**

**May 30, 2025**

**2025 SALT PURCHASE  
SECTION 25-0SALT-02-MS**

The proposal documents include the following forms:

- Affidavit of Illinois Business Office
- References

These forms are **not** required and do not need to be included with the bid.  
A revised proposal book will not be issued.

By Order of  
County of DuPage  
\_\_\_\_\_  
(Awarding Authority)

William C. Eidson, P.E.  
\_\_\_\_\_  
County Engineer

**TABLE OF CONTENTS**

**PROPOSAL DOCUMENTS**

BLR 12200 Local Public Agency Formal Contract Proposal  
COVER SHEET  
NOTICE TO BIDDERS  
PROPOSAL  
CONTRACTOR CERTIFICATIONS  
SIGNATURES  
BLR 12230 Local Agency Proposal Bid Bond  
BLR 12241 Schedule of Prices  
BLR 12326 Affidavit of Illinois Business Office  
DuPage County – Required Vendor Ethics Disclosure Statement  
Three (3) references form  
IRS Form W-9: Request for Taxpayer Identification Number and Certification

**PAGE**

**SPECIAL PROVISIONS** ..... 1  
BIDDING REQUIREMENTS AND CONDITIONS FOR MATERIAL PROPOSALS ..... 1  
SECTION 107 LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC ..... 2  
SECTION 109 MEASUREMENT AND PAYMENT ..... 2  
SCOPE OF CONTRACT ..... 2  
TERM OF CONTRACT ..... 3  
ESCALATOR PROVISION: ..... 3  
BULK ROCK SALT ..... 3  
MATERIALS ..... 3  
DELIVERY REQUIREMENTS ..... 3  
PRICING ..... 4  
GROUP 1 ..... 5  
GROUP 2 ..... 5  
INVOICING ..... 9  
LIQUIDATED DAMAGES ..... 9  
STOCKING REQUIREMENTS ..... 9  
USAGE REPORTS ..... 9  
BASIS OF PAYMENT ..... 10  
  
Index For Supplemental Specifications And Recurring Special Provisions  
Check Sheet For Recurring Special Provisions  
Check Sheet For Recurring Local Roads And Streets Special Provisions

STATE OF ILLINOIS  
SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction", adopted January 1, 2022, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways", in effect on the date of invitation for bids and the "Supplemental Specifications and Recurring Special Provisions" indicated on the Check Sheet included herein which apply to and govern the proposed improvement designated as Section 25-0SALT-02-MS , and in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

**BIDDING REQUIREMENTS AND CONDITIONS FOR MATERIAL PROPOSALS**

(Illinois Department of Transportation Bureau of Local Roads and Streets Special Provision for BIDDING REQUIREMENTS AND CONDITIONS FOR MATERIAL PROPOSALS LRS Check Sheet #7)

Add the following to the section **Prequalification of Bidders**: "Prequalification is not required. Prospective bidders shall submit a Request for Authorization to Bid form to the DuPage County Division of Transportation. The Request for Authorization to Bid shall be submitted at least one business day prior to the public opening of proposals. Authorization to bid will be issued by the DuPage County Division of Transportation to prospective bidders who are qualified to perform the work."

Revise the first sentence of the section **Preparation of the Proposal** to read: "Bidders shall submit their proposals on the form furnished by the Awarding Authority or on a form approved by the Awarding Authority prior to submittal of the Proposal."

Add the following to the section **Preparation of the Proposal**: "Unit prices shall only be accepted rounded to the nearest one-hundredth (0.01) of a dollar."

Add the following to the section **Preparation of the Proposal**: "The low bidder shall complete and submit the IRS W-9 form included in this proposal within 48 hours of being notified as the low bidder. The form shall be emailed to Department at [DOTBidInfo@dupagecounty.gov](mailto:DOTBidInfo@dupagecounty.gov). Bidders may either submit the W-9 form with their bid proposal or wait to be notified that they are the low bidder."

Add the following to the section **Public Opening of Proposals**: "Proposals will only be accepted by bidders who have been issued an authorization to bid by the DuPage County Division of Transportation. Proposals submitted without authorization to bid will be returned unopened."

Add the following to the section **Consideration of Proposals**: "Each Awarding Authority or Agency may consider the amounts bid for their respective work and need not consider the total bid for all agencies."

Revise the first sentence of the section **Requirement of Contract Bond** to read: "The Contractor or Supplier shall furnish the Awarding Authority a performance and payment bond with good and sufficient sureties in an amount not less than twenty percent (20%) of the full amount of the award as the penal sum. The other participating agencies may require additional individual performance bonds against inadequate performance per all requirements of the bid documents."

**SECTION 107 LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC**

Add the following to Article 107.01: The Department will provide forms or a website for the Contractor and Subcontractors to enter and submit vendor information to comply with Public Act 102-0265.

Article 107.27 Insurance. In addition to the requirements of this Article, the policies of insurance for Commercial (Comprehensive) General Liability and Commercial (Comprehensive) Automobile Liability shall include an additional insured endorsement naming the County of DuPage, its officers and employees as additional insureds. The endorsements shall be on forms acceptable to the County of DuPage. This additional insured is to be on a primary and non-contributory basis and include a Waiver of Subrogation endorsement. Other agencies will require insurance with similar additional insured endorsements.

Employer's Liability insurance shall be in an amount not less than one million (\$1,000,000.00) dollars each accident/injury and one million (\$1,000,000.00) dollars each employee/disease.

Limits of Umbrella Excess Liability (over primary) shall not be less than an amount that in combination with Commercial General Liability totals \$6,000,000 of liability insurance per occurrence. The Umbrella Excess Liability Policy shall include in the "Who is Insured" pages of the policy wording such as "Any other person or organization you have agreed in a written contract to provide additional insurance" or wording to that affect. The contractor shall provide a copy of said section of the excess/umbrella liability policy upon request by the County of DuPage or other agency.

The Contractor shall require all subcontractors to maintain the same insurance coverage required of the contractor. The County of DuPage retains the right to obtain evidence of subcontractor insurance coverage at any time.

Replace the second sentence of the second paragraph (third to last paragraph) of this article with the following: "It is the duty of the Contractor to immediately notify the County of DuPage or other certificate holder if any insurance required under this contract has been cancelled, materially changed, or renewal has been refused, and the Contractor shall immediately suspend all work in progress and take the necessary steps to purchase, maintain and provide the required insurance coverage. If a suspension of work should occur due to insurance requirements, upon verification by the County of DuPage or other agency of the required insurance coverage, the County of DuPage or other agency shall notify the Contractor that the Contractor can proceed with the work that is a part of this contract. Failure to provide and maintain the required insurance coverage could result in the immediate cancellation of this contract, and the Contractor shall accept and bear all costs that may result from the cancellation of this contract due to Contractor's failure to provide and maintain the required insurance."

**SECTION 109 MEASUREMENT AND PAYMENT**

Article 109.08 Acceptance and Final Payment. Add the following to this Article: "Prior to final payment, an affidavit from the Contractor will be required."

**SCOPE OF CONTRACT**

This work consists of furnishing and delivering bulk rock salt to the DuPage County Division of Transportation ("County") and other local units of government within DuPage County ("Agencies") for snow and ice control.

**TERM OF CONTRACT**

This contract shall be in effect for one year from the date of issuance. DuPage County and other participating agencies reserve the right to renew this contract, or any part of this contract, for an additional one-year period, subject to acceptable performance by the contractor. DuPage County and other participating agencies may update their locations and quantities in the event of a renewal.

**ESCALATOR PROVISION:**

The unit price shall remain firm/fixed for the first year. Written requests for price revisions after the first year shall be submitted at least 60 days before the annual contract period. Requests shall be based upon and include documentation of the actual change in the costs of the components involved in the contract and shall not include overhead and profit. Changes in the contract price shall be made in the amount of the actual change in contractor cost or the percentage change in the U.S. Average Consumer Price Index for the Midwest Urban - per category "All Items," whichever is less. Surcharges for fuel and/or other costs shall not be allowed. Manufacturer and/or Warehouse Distributor's price sheets or an equivalent document showing the new pricing may be considered sufficient documentation for a price change. PRICE INCREASES SHALL NOT EXCEED 5.0%, FOR ANY YEAR. The County and other agencies reserve the right to reject any price increase request.

**BULK ROCK SALT**

**MATERIALS**

- Bulk Rock Salt shall meet the requirements of AASHTO Specification M143, Sodium Chloride Type 1, Grade 1
- Bulk rock salt shall be 95 to 98 percent pure sodium chloride.
- The maximum moisture content shall be no more than two and one-half percent (2.5%).
- Reclaimed or re-crushed rock salt will not be accepted.
- Deliveries of rock salt shall be free of any foreign materials (e.g., mud, rocks, wood, tarpaulins, etc.). The contractor shall be informed of the reason for rejection and removal within two (2) working days.
- All salt shall be lump-free. No salt with lumps larger than two (2) inches in diameter will be accepted and loads with lumps larger than two (2) inches will be rejected.
- Rejected loads shall be separated, and the contractor shall be informed of the reason for rejection. The contractor is required to replace the rejected load within 2 business days.

Bulk rock salt that does not meet the above standards may be rejected. Rejected loads will be replaced at the contractor's expense within 5 business days.

**DELIVERY REQUIREMENTS**

- DuPage County and other participating agencies will issue individual releases for bulk rock salt.
- Orders shall be shipped within three (3) working days from the order date and completed within seven (7) working days.
- Deliveries will not be accepted outside of agreed-upon hours.
- All order releases shall be delivered to completion unless mutually agreed upon.
- All salt deliveries shall be made with trucks equipped with tailgate dump trailers.
- All trucks shall be covered with approved waterproof material.
- The contractor shall ensure that upon delivery, the driver inspects the inside of the trailer and confirms that all salt has been removed before leaving the point of delivery.

SPECIAL PROVISIONS  
2025 Salt Purchase  
Sec. 25-0SALT-02-MS

- Each delivery shall be accompanied by a delivery ticket. The ticket shall be a certified scale ticket indicating the gross, tare, and net weight of each truckload of rock salt. The contractor shall ensure that all weights and measures shown on the delivery tickets are correct.
- Deliveries shall not be made without an authorized representative from the participating agency present during dumping.
- Delivery tickets shall be signed by an authorized representative from the agency.
- All agencies reserve the right to require that delivery trucks be directed to a local scale to check the accuracy of the delivered loads.
- The actual tonnage delivered by the contractor shall be within twenty (20) tons of the ordered tonnage unless mutually agreed upon by both parties.
- The contractor shall notify the agency of the trucking firm that will be delivering the salt, as well as the contact's name, address, and phone number of said trucking firm. The contractor shall supply the same information for the terminal location.
- The contractor and/or carrier shall call to schedule deliveries 24-48 hours in advance.
- The contractor shall be responsible for all deliveries, accepting order releases, and communicating order information to the trucking firms.
- The contractor is solely responsible for the carrier's failure to meet any of the requirements in this contract.

PRICING

- Each agency which awards a contract agrees to purchase a minimum of 80% of their quantities.
- If an agency does not utilize or order 80% of its Standard Delivery quantities by the end of the contract period, it agrees to pay the contractor for the remaining 80%. The undelivered rock salt shall be stored for up to 1 year from the contract expiration date. Delivery arrangements shall be mutually agreed upon between the agency and the contractor. The contractor will handle this at no additional charge.
  - The agency agrees to notify the contractor of the remaining salt balance and to arrange for payment prior to the expiration of the contract.
  - The agency agrees to accept all the remaining salt from the prior year before placing any orders from a new contract.
- Unit prices shall be honored up to 130% of the quantities listed in the Schedule of Prices. If a unit price is not entered for this item, then the unit price for ROCK SALT shall be used.
- Bidders shall enter a unit price for quantities greater than 130% and less than 150%.
- Early Delivery pricing shall apply to those agencies for which quantities have been designated in the Schedule of Prices and when salt is ordered for delivery between May 1 and December 1 of any year. Agencies without quantities designated for early delivery may order salt prior to December 1 but would not receive the pricing to reflect such early delivery.

SPECIAL PROVISIONS  
2025 Salt Purchase  
Sec. 25-0SALT-02-MS

GROUP 1

Deliveries shall be made Monday through Friday excluding weekends and holidays between the listed hours. Arrangements can be made for after-hours and weekend deliveries to maintain a prompt order delivery schedule. DuPage County Division of Transportation sites include:

- 140 N. County Farm Road, Wheaton IL - 6:30 a.m. – 2:00 p.m.
- 7900 S. Rt 53, Woodridge IL - 7:00 a.m. – 2:00 p.m.

GROUP 2

The contractor and the participating agencies will agree upon delivery conditions and hours after the contract is awarded.

SPECIAL PROVISIONS  
2025 Salt Purchase  
Sec. 25-0SALT-02-MS

Group 2 delivery sites and contacts include:

Municipality	Primary Contact	Bill To Address	Ship-To Address	Estimated Quantities (tons)	
				Early Delivery	Standard Delivery
Addison Township	Don Holod donh@addisontownship.com	411 West Potter Street Wood Dale, IL 60191	411 West Potter Wood Dale, IL 60191	-	600
Addison, Village of	Ron Remus rremus@addison-il.org	1491 W Jeffrey Drive Addison, IL 60101	1491 W Jeffrey Drive Addison, IL 60101	-	2,200
Aurora, City of	Jolene Coulter coulterj@aurora.il.us	44 E. Downer Place Aurora, IL 60507	Site 1: 720 N. Broadway Site 2: 2100 E. New York Street Aurora, IL 60505	-	5,000
Bartlett, Village of	Mike Warmus mwarmus@bartlett.il.gov	228 S. Main St Bartlett, IL 60103	Site 1: 1150 Bittersweet Dr Site 2: 315 E. Devon Ave Bartlett, IL 60103	-	500
Bensenville, Village of	Frank Palumbo fpalumbo@bensenville.il.us	12 S. Center St Bensenville, IL 60106	717 E. Jefferson St Bensenville, IL 60106	-	500
Bloomington Township	Bob Nogan highway@bloomingtontownship.com	6N030 Rosedale Ave Bloomington, IL 60108	6N030 Rosedale Ave Bloomington, IL 60108	-	1,200
Bloomington, Village of	Elias Vega vegae@vil.bloomington.il.us	201 South Bloomington Road Bloomington, IL 60108	305 Glen Ellyn Road Bloomington, IL 60108	-	1,300
Carol Stream, Village of	Jason Pauling jpauling@carolstream.org	500 North Gary Ave. Carol Stream, IL 60188	124 Gerzevske Lane Carol Stream, IL 60188	-	1,700
Clarendon Hills, Village of	Brendan McLaughlin bmclaughlin@clarendonhills.us	1 N Prospect Clarendon Hills, IL 60514	452 Park Avenue Clarendon Hills, IL 60514	-	400
Darien, City of	Dan Gombac dgombac@darienil.gov	1702 Plainfield Rd. Darien, IL 60561	1041 S. Frontage Rd. Darien, IL 60561	-	1,500
Downers Grove Township	Dave Smith highway@dgtdownersgrovetownship.com	4340 Prince St. Downers Grove, IL 60515	318 E Quincy Westmont, IL 60559	100	1,100

SPECIAL PROVISIONS  
2025 Salt Purchase  
Sec. 25-0SALT-02-MS

Downers Grove, Village of	John Tucker jtucker@downers.us	5101 Walnut Ave Downers Grove, IL 60515	5101 Walnut Ave Downers Grove, IL 60515	1,200	-
DuPage Airport Authority	Karin Kietzman kkietzman@dupageairport.gov	2700 International Drive Suite 200 West Chicago, IL 60185	Maintenance Building 2751 Aviation Avenue West Chicago, IL 60185	-	120
Elmhurst, Village of	Kim McGrew kim.mcgrew@elmhurst.org	209 N York St Elmhurst, IL 60126	985 S Riverside Dr Elmhurst, IL 60126	-	2,500
Glen Ellyn, Village of	Justin Ross jross@glenellyn.org	535 Duane St. Glen Ellyn, IL 60137	<u>Site 1:</u> 30 S. Lambert <u>Site 2:</u> 1051 St. Charles Rd. Glen Ellyn, IL 60137	350	950
Hanover Park, Village of	Thomas Moore tmoore@hpil.org	2041 West Lake Street Hanover Park, IL 60133	2041 west Lake Street Hanover Park, IL 60133	-	1,200
Hinsdale, Village of	Rich Roehn rroehn@villageofhinsdale.org	19 E Chicago Ave Hinsdale, IL 60521	225 Symonds Dr Hinsdale, IL 60521	-	600
Itasca, Village of	Michael Subers msubers@itasca.com	411 N. Prospect Ave. Itasca, IL 60143	411 N. Prospect Ave. Itasca, IL 60143	-	1,000
Lisle Township	Marty Srail highway@lisle-township.com	4719 Indiana Ave. Lisle, IL 60532	4719 Indiana Ave. Lisle, IL 60532	-	800
Lisle, Village of	Jason Elias jelas@villageoflisle.org	925 Burlington Ave Lisle, IL 60532	4905 Yackley Ave Lisle, IL 60532	-	1,200
Lombard, Village of	Tom Ellis ellist@villageoflombard.org	255 E Wilson Ave. Lombard, IL 60148	<u>Site 1:</u> 1135 N Garfield <u>Site 2:</u> 282 E Central Ave. Lombard, IL 60148	-	3,500
Milton Township	Gary Muehlfelt Kasi Steinhilber mthd@miltonhighway.com	23 W 040 Poss St. Glen Ellyn, IL 60137	23 W 040 Poss St. Glen Ellyn, IL 60137	-	1,200
Naperville Township	Eddie Bedford eddieb@napervilletownship.com	31 W 331 North Aurora Road Naperville, IL 60563-1719	31 W 331 North Aurora Road Naperville, IL 60563-1719	-	400
Oak Brook, Village of	John Temes jtemes@oak-brook.org	1200 Oak Brook Rd Oak Brook, IL 60523	640 Oak Brook Rd Oak Brook, IL 60523	-	400

SPECIAL PROVISIONS  
2025 Salt Purchase  
Sec. 25-0SALT-02-MS

Oak Brook Terrace, City of	Craig Ward cward@oakbrookterrace.net	City of Oakbrook Terrace Attn Craig Ward Public Works Director 17W275 Butterfield Road Oakbrook Terrace, IL 60181	<u>Site 1:</u> Oakbrook Terrace Public Services 17W130 Butterfield Road <u>Site 2:</u> IDOT Salt Dome 17W125 Butterfield Road	-	400
Schaumburg, Village of	Adam Domek adomek@schaumburg.com	101 Schaumburg Ct Schaumburg, IL 60193	714 S Plum Grove Rd Schaumburg, IL 60193	-	5,000
Warrenville, City of	Phil Kuchler pkuchler@warrenville.il.us	35258 Manning Avenue Warrenville, IL 60555	35346 Mignin Drive Warrenville, IL 60555	-	1,000
Wayne Township	Martin McManamon wtrd@sbcbglobal.net	4N230 Klein Rd. West Chicago, IL 60185	4N230 Klein Rd. West Chicago, IL 60185	-	300
West Chicago, City of	Jake Whiteaker jwhiteaker@westchicago.org	475 Main Street West Chicago, IL 60185	<u>Site 1:</u> 1350 W Hawthorne Ln. <u>Site 2:</u> 135 W. Grandlake Blvd. West Chicago, IL 60185	-	1,600
Westmont, Village of	Melissa Brendle mbrendle@westmont.il.gov	155 E. Burlington Ave. Westmont, IL 60559	155 E. Burlington Ave. Westmont, IL 60559	-	600
Wheaton, City of	Tony Sperkowski asperkowski@wheaton.il.us	303 W. Wesley St Wheaton, IL 60187	821 W. Liberty Dr Wheaton, IL 60187	-	2,000
Willowbrook, Village of	Rick Valent Rvalent@willowbrook.il.us	835 Midway Dr Willowbrook, IL 60527	700 Willowbrook Centre Parkway Willowbrook, IL 60527	-	300
Winfield Township	John S Dusza road@winfieldtownship.com	30W575 Roosevelt Rd West Chicago, IL 60185	30W575 Roosevelt Rd West Chicago, IL 60185	-	400
Winfield, Village of	Tye Loomis tloomis@villageofwinfield.com	27 W 465 Jewell Road Winfield, IL 60190	OS 040 Wynwood Road Winfield, IL 60190	-	500
Wood Dale, City of	Layla Werner lwerner@wooddale.com	790 N Central Avenue Wood Dale, IL 60191	790 N Central Avenue Wood Dale, IL 60191	-	700
Woodridge, Village of	Chris Bethel cbethel@woodridgeil.gov	1 Plaza Drive Woodridge, IL 60517	7245 Janes Avenue Woodridge, IL 60517	-	1,800
York Township	Dan Lindeen road@yorktownshiproad.com	19W475 Roosevelt Rd. Lombard, IL 60148	19W475 Roosevelt Rd. Lombard, IL 60148	-	800
<b>Totals</b>				<b>1,650</b>	<b>45,270</b>

SPECIAL PROVISIONS  
2025 Salt Purchase  
Sec. 25-0SALT-02-MS

INVOICING

The original invoice shall be presented for payment in accordance with the instructions contained in the purchase order. Invoices shall include a reference to the purchase order number and be submitted to the correct address for processing. The County shall pay all invoices for Group 1 pursuant to 50 ILCS 505, "Local Government Prompt Payment Act". Payment will not be made on invoices submitted later than six months (180 days) after delivery of goods and any statute of limitations to the contrary is hereby waived. Invoices shall be reconciled with submitted weight tickets and include the delivery date, order number, and shipped quantities, which shall match delivery tickets.

LIQUIDATED DAMAGES

From December 1 through April 30, if the contractor is unable to make delivery within seven (7) business days from the date of order, each agency shall have the right to retain \$.20 per ton, per calendar day as liquidated damages on the undelivered portion of the order. An order placed before 12:00 p.m. on any business day (Monday through Friday, except holidays) would be considered the first business day of the seven (7) business day delivery period. For orders placed after 12:00 p.m. on a given day, the following day would be considered the first business day of the seven (7) day delivery period. If after seven (7) days of liquidated damage assessment, the contractor fails to deliver as required, each agency may take action to remedy the failure of the contractor's performance without prior notification of such failure. This may include termination of the order and purchase of salt from other sources or taking action consistent with public safety as needed to continue business. Any or all additional costs may be collected from the contractor, in addition to any liquidated damage.

STOCKING REQUIREMENTS

Upon receiving the notice of award (purchase order), the contractor must submit a list of delivery contacts, including email and phone number, to DuPage County and other participating agencies within 10 days. The contractor must also provide an emergency contact person's name and phone number in case the stockpile contact is not responsive.

Within thirty (30) days of the notice of award (issuance of purchase order), the contractor must provide DuPage County with their salt source and local terminal information. One hundred thirty percent (130%) of the standard delivery quantity listed must be in stock at a local terminal by November 1<sup>st</sup>. DuPage County reserves the right to inspect the contractor's local terminal to verify the quantity and condition of salt, as required in the specifications.

The contractor shall have enough rock salt in Illinois or near its borders to satisfy contractual requirements. Such stockpiles shall be near enough to delivery points for timely delivery as required by contractual requirements.

Freezing of waterways and other impacts to delivery shall be reasonably anticipated by the contractor and are not a cause to claim force majeure.

USAGE REPORTS

The contractor may be required to submit a semi-annual report on orders placed against the contract. The report format shall contain the contractor's name, item number, and contract term at the top of the page. The report shall indicate the period covered by the report starting from the date the first order is received and ending with the date it is prepared. The report must be organized as follows:

Delivery Location	Delivery Date	Delivery Ticket #	Qty	Unit Price	Extended Price

SPECIAL PROVISIONS  
2025 Salt Purchase  
Sec. 25-0SALT-02-MS

The contractor may be requested to produce reports within a particular time frame, i.e. the fiscal year.  
These reports must be furnished within seven (7) business days of request.  
Reports are to be forwarded to [Michael.Figuray@Dupagecounty.gov](mailto:Michael.Figuray@Dupagecounty.gov) and  
[Roula.Eikosidekas@DuPagecounty.gov](mailto:Roula.Eikosidekas@DuPagecounty.gov).

BASIS OF PAYMENT

This work will be paid for at the contract unit price per ton for ROCK SALT, or ROCK SALT (130% to 150%), or for ROCK SALT, EARLY DELIVERY. The rock salt shall be bid F.O.B. destination, with all freight and transportation charges included in the bid price. The term F.O.B. Destination shall mean delivered to a specified location.

INDEX  
FOR  
SUPPLEMENTAL SPECIFICATIONS  
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2025

This index contains a listing of SUPPLEMENTAL SPECIFICATIONS, frequently used RECURRING SPECIAL PROVISIONS, and LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS.

ERRATA    Standard Specifications for Road and Bridge Construction  
(Adopted 1-1-22) (Revised 1-1-25)

SUPPLEMENTAL SPECIFICATIONS

<u>Std. Spec. Sec.</u>	<u>Page No.</u>
202 Earth and Rock Excavation .....	1
204 Borrow and Furnished Excavation .....	2
207 Porous Granular Embankment .....	3
211 Topsoil and Compost .....	4
406 Hot-Mix Asphalt Binder and Surface Course .....	5
407 Hot-Mix Asphalt Pavement (Full-Depth) .....	7
420 Portland Cement Concrete Pavement .....	8
502 Excavation for Structures .....	9
509 Metal Railings .....	10
540 Box Culverts .....	11
542 Pipe Culverts .....	31
550 Storm Sewers .....	40
586 Granular Backfill for Structures .....	47
630 Steel Plate Beam Guardrail .....	48
632 Guardrail and Cable Road Guard Removal .....	49
644 High Tension Cable Median Barrier .....	50
665 Woven Wire Fence .....	51
701 Work Zone Traffic Control and Protection .....	52
781 Raised Reflective Pavement Markers .....	54
782 Reflectors .....	55
801 Electrical Requirements .....	57
821 Roadway Luminaires .....	60
1003 Fine Aggregates .....	61
1004 Coarse Aggregates .....	62
1010 Finely Divided Minerals .....	63
1020 Portland Cement Concrete .....	64
1030 Hot-Mix Asphalt .....	67
1040 Drain Pipe, Tile, and Wall Drain .....	68
1061 Waterproofing Membrane System .....	69
1067 Luminaire .....	70
1097 Reflectors .....	77
1102 Hot-Mix Asphalt Equipment .....	78



## Check Sheet for Recurring Special Provisions

Local Public Agency	County	Section Number
County of DuPage	DuPage	25-0SALT-02-MS

☐ Check this box for lettings prior to 01/01/2025

The Following Recurring Special Provisions Indicated By An "X" Are Applicable To This Contract And Are Included By Reference:

### Recurring Special Provisions

Check Sheet #		Page No.
1	<input type="checkbox"/> Additional State Requirements for Federal-Aid Construction Contracts	79
2	<input type="checkbox"/> Subletting of Contracts (Federal-Aid Contracts)	82
3	<input type="checkbox"/> EEO	83
4	<input type="checkbox"/> Specific EEO Responsibilities Non Federal-Aid Contracts	93
5	<input type="checkbox"/> Required Provisions - State Contracts	98
6	<input type="checkbox"/> Asbestos Bearing Pad Removal	104
7	<input type="checkbox"/> Asbestos Waterproofing Membrane and Asbestos HMA Surface Removal	105
8	<input type="checkbox"/> Temporary Stream Crossings and In-Stream Work Pads	106
9	<input type="checkbox"/> Construction Layout Stakes	107
10	<input type="checkbox"/> Use of Geotextile Fabric for Railroad Crossing	110
11	<input type="checkbox"/> Subsealing of Concrete Pavements	112
12	<input type="checkbox"/> Hot-Mix Asphalt Surface Correction	116
13	<input type="checkbox"/> Pavement and Shoulder Resurfacing	118
14	<input type="checkbox"/> Patching with Hot-Mix Asphalt Overlay Removal	119
15	<input type="checkbox"/> Polymer Concrete	121
16	<input type="checkbox"/> Reserved	123
17	<input type="checkbox"/> Bicycle Racks	124
18	<input type="checkbox"/> Temporary Portable Bridge Traffic Signals	126
19	<input type="checkbox"/> Nighttime Inspection of Roadway Lighting	128
20	<input type="checkbox"/> English Substitution of Metric Bolts	129
21	<input type="checkbox"/> Calcium Chloride Accelerator for Portland Cement Concrete	130
22	<input type="checkbox"/> Quality Control of Concrete Mixtures at the Plant	131
23	<input type="checkbox"/> Quality Control/Quality Assurance of Concrete Mixtures	139
24	<input type="checkbox"/> Reserved	155
25	<input type="checkbox"/> Reserved	156
26	<input type="checkbox"/> Temporary Raised Pavement Markers	157
27	<input type="checkbox"/> Restoring Bridge Approach Pavements Using High-Density Foam	158
28	<input type="checkbox"/> Portland Cement Concrete Inlay or Overlay	161
29	<input type="checkbox"/> Portland Cement Concrete Partial Depth Hot-Mix Asphalt Patching	165
30	<input type="checkbox"/> Longitudinal Joint and Crack Patching	168
31	<input type="checkbox"/> Concrete Mix Design - Department Provided	170
32	<input type="checkbox"/> Station Numbers in Pavements or Overlays	171

Local Public Agency

County

Section Number

County of DuPage

DuPage

25-0SALT-02-MS

The Following Local Roads And Streets Recurring Special Provisions Indicated By An "X" Are Applicable To This Contract And Are Included By Reference:

Local Roads And Streets Recurring Special Provisions

<u>Check Sheet #</u>		<u>Page No.</u>
LRS 1	<b>Reserved</b>	173
LRS 2	<input type="checkbox"/> Furnished Excavation	174
LRS 3	<input type="checkbox"/> Work Zone Traffic Control Surveillance	175
LRS 4	<input type="checkbox"/> Flaggers in Work Zones	176
LRS 5	<input checked="" type="checkbox"/> Contract Claims	177
LRS 6	<input type="checkbox"/> Bidding Requirements and Conditions for Contract Proposals	178
LRS 7	<input checked="" type="checkbox"/> Bidding Requirements and Conditions for Material Proposals	184
LRS 8	<b>Reserved</b>	190
LRS 9	<input type="checkbox"/> Bituminous Surface Treatments	191
LRS 10	<b>Reserved</b>	195
LRS 11	<input checked="" type="checkbox"/> Employment Practices	196
LRS 12	<input type="checkbox"/> Wages of Employees on Public Works	198
LRS 13	<input checked="" type="checkbox"/> Selection of Labor	200
LRS 14	<input type="checkbox"/> Paving Brick and Concrete Paver Pavements and Sidewalks	201
LRS 15	<input type="checkbox"/> Partial Payments	204
LRS 16	<input checked="" type="checkbox"/> Protests on Local Lettings	205
LRS 17	<input type="checkbox"/> Substance Abuse Prevention Program	206
LRS 18	<input type="checkbox"/> Multigrade Cold Mix Asphalt	207
LRS 19	<input type="checkbox"/> Reflective Crack Control Treatment	208



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

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

September 12, 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  
Salt Storage Barn  
City of Oakbrook Terrace  
(CBBEL Project No. 01.R920032.B0130)

Dear Mr. Ward:

Attached please find Pay Application No. 1 from Bulk Storage, Inc. in the amount of **\$119,963.00** 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. The current status of the contract as we understand is as follows:

Original Contract Amount	\$627,627.76
Change Orders to Date	\$ 0.00
Total Current Contract Amount	\$627,627.76
Total Amount Earned to Date	\$119,963.00
10% Retainage	(\$ 11,963.30)
Amount Paid to Date	(\$ 0.00)
<b>Total Due This Period</b>	<b>\$107,966.70</b>

CBBEL recommends payment to Bulk Storage, Inc. in the amount of **\$107,966.70** for work completed to date.

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

Sincerely,

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

JPC/pjb

Cc: Dan Lynch, CBBEL



**BULK STORAGE** inc.

28101 South Yates Ave., Beecher, Illinois 60401-3603  
708-946-9595 Fax: 708-946-7898 • info@bulkstorageinc.com

**Invoice**

DATE	INVOICE #
9/3/2025	16848-13A...

BILL TO
City of Oakbrook Terrace 17W125 Butterfield Rd. Oakbrook Terrace, IL 60181

PROJECT NUMBER	TERMS	PROJECT
01.R920032.B0130		40x60 on 10' Wall Salt Barn

DESCRIPTION	QTY	RATE	AMOUNT
Progress Invoice #1 - Completion of The Paving For The Road Salt Storage Barn		119,963.00	119,963.00
Job Site Address : 17W130 Butterfield Rd. Oakbrook Terrace, IL 60181			
		<b>Balance Due</b>	\$119,963.00

**ORDINANCE NO. 25- \_\_\_\_\_**

**AN ORDINANCE AMENDING THE PROVISIONS OF SECTION 30.35 ENTITLED  
“COUNCIL TO ACT AS A BODY” OF CHAPTER 30 ENTITLED “GENERAL  
PROVISIONS” OF TITLE III ENTITLED “ADMINISTRATION” OF THE CODE OF  
OAKBROOK TERRACE, ILLINOIS**

---

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

**WHEREAS**, the City has enacted a Code of Ethics that includes Section 30.35, which regulates the actions of the city council; and

**WHEREAS**, the corporate authorities of the City deem it necessary, desirable and in the best interest of the City to amend Section 30.35 of the Code of Oakbrook Terrace, Illinois;

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

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

**Section 2:** Section 30.35 entitled “Council to Act as a Body” of Chapter 30 entitled “General Provisions” of Title III entitled “Administration” of the Code of Oakbrook Terrace, Illinois, is hereby amended to read as follows:

**§ 30.35 COUNCIL TO ACT AS A BODY.**

(A) The City Council shall act in all matters as a body as permitted by the Illinois Municipal Code. No member of the City Council shall seek to intimidate or threaten any public officer or employee, offer any gift or other valuable consideration intended to influence any public officer or employee in the performance of an official act, or interfere in any way with the performance of the duties of an officer or employee. As permitted by law, the foregoing provisions of this section shall not prevent the City Council from:

(1) Appointing all or any one of its members to any board, committee, or commission; or

(2) Appointing any of its members to act as a liaison to any board, committee or commission, organization, group of individuals or other governmental body or agency.

(B) City Council members and employees may engage in informal social discussions that do not pertain to a specific condition of employment involving either the employee or another employee. No members of the City Council, other than the Mayor, shall initiate discussions, conversation, or written or oral communications with any employee of the city, other than the City Administrator or the Mayor, concerning conditions of employment, as defined herein. Whenever any employee, other than the City Administrator, initiates any discussions, conversations or written or oral communications with any member of the City Council, other than the Mayor, concerning conditions of employment, as defined herein, such member shall refer the employee or such written communication to the City Administrator or the Mayor, as the Council member may determine to be appropriate. Upon receipt of any such matter by the City Administrator, or the Mayor, either in conjunction with the City Administrator and/or the City Attorney, or alone as the Mayor determines it to be appropriate in his discretion, the City Administrator and/or the Mayor, as appropriate, shall address the matter with the employee and report to the member of the City Council who referred the employee to the City Administrator that the matter has been addressed. Nothing in this paragraph shall prevent an employee from reporting a serious concern regarding conditions of employment, as defined herein, to the Mayor. Nothing in this paragraph shall prevent an employee from reporting a reasonable suspicion that an unlawful act has been or will be committed. In such case, the Alderperson shall report such suspicion directly to the City Administrator or, if the City Administrator is alleged to be the one who has or will commit such an act, to the Mayor.

(C) Nothing contained herein shall prevent any member of the City Council from requesting from the City Administrator or from the City Council meeting as a body, such information as may be proper and necessary to the performance of official duties, whether acting as a member of the City Council, as a liaison, or as a member of any board, committee or commission. Nothing contained herein shall prevent members of the City Council, when acting in their official capacity at a regular, special or emergency City Council meeting, or as a member of any committee or commission, from engaging in discussion with any employee concerning conditions of employment.

**Section 3:** If any provision of this ordinance, or the application of any provision of this ordinance, is held unconstitutional or otherwise invalid, such occurrence shall not affect other provisions of this ordinance, or their application, that can be given effect without the

unconstitutional or invalid provision or its application. Each unconstitutional or invalid provision or application of such provision is severable, unless otherwise provided by ordinance.

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

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

**ADOPTED** this 14<sup>th</sup> day of October 2025, pursuant to a roll call vote as follows:

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

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

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

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

**APPROVED** by me this 14<sup>th</sup> day of October 2025.

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

**ATTESTED** and filed in my office,  
this 14<sup>th</sup> day of October 2025.

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

**ORDINANCE NO. 25- \_\_\_\_\_**

**AN ORDINANCE AMENDING THE PROVISIONS OF SECTION 30.35 ENTITLED  
“COUNCIL TO ACT AS A BODY” OF CHAPTER 30 ENTITLED “GENERAL  
PROVISIONS” OF TITLE III ENTITLED “ADMINISTRATION” OF THE  
CODE OF OAKBROOK TERRACE, ILLINOIS**

---

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

**WHEREAS**, the City has enacted a Code of Ethics that includes Section 30.35, which regulates the actions of the city council; and

**WHEREAS**, the corporate authorities of the City deem it necessary, desirable and in the best interest of the City to amend Section 30.35 of the Code of Oakbrook Terrace, Illinois;

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

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

**Section 2:** Section 30.35 entitled “Council to Act as a Body” of Chapter 30 entitled “General Provisions” of Title III entitled “Administration” of the Code of Oakbrook Terrace, Illinois, is hereby amended to read as follows:

**§ 30.35 COUNCIL TO ACT AS A BODY.**

(A) The City Council shall act in all matters as a body as permitted by the Illinois Municipal Code. No member of the City Council shall seek to intimidate or threaten any public officer or employee, offer any gift or other valuable consideration intended to influence any public officer or employee in the performance of an official act, or interfere in any way with the performance of the duties of an officer or employee. As permitted by law, the foregoing provisions of this section shall not prevent the City Council from:

(1) Appointing all or any one of its members to any board, committee, or commission; or

(2) Appointing any of its members to act as a liaison to any board, committee or commission, organization, group of individuals or other governmental body or agency.

(B) City Council members and employees may engage in informal social discussions that do not pertain to a specific condition of employment involving either the employee or another employee. No members of the City Council, other than the Mayor, shall initiate discussions, conversation, or written or oral communications with any employee of the city, other than the City Administrator or the Mayor, concerning conditions of employment, as defined herein. Whenever any employee, other than the City Administrator, initiates any discussions, conversations or written or oral communications with any member of the City Council, other than the Mayor, concerning conditions of employment, as defined herein, such member shall refer the employee or such written communication to the City Administrator or the Mayor, as the Council member may determine to be appropriate. Upon receipt of any such matter by the City Administrator, or the Mayor, either in conjunction with the City Administrator and/or the City Attorney, or alone as the Mayor determines it to be appropriate in his discretion, the City Administrator and/or the Mayor, as appropriate, shall address the matter with the employee and report to the member of the City Council who referred the employee to the City Administrator that the matter has been addressed. Nothing in this paragraph shall prevent an employee from reporting a serious concern regarding conditions of employment, as defined herein, to the Mayor. Nothing in this paragraph shall prevent an employee from reporting a reasonable suspicion that an unlawful act has been or will be committed. In such case, the Alderperson shall report such suspicion directly to the City Administrator or, if the City Administrator is alleged to be the one who has or will commit such an act, to the Mayor.

(C) Nothing contained herein shall prevent any member of the City Council from requesting from the City Administrator or from the City Council meeting as a body, such information as may be proper and necessary to the performance of official duties, whether acting as a member of the City Council, as a liaison, or as a member of any board, committee or commission. Nothing contained herein shall prevent members of the City Council, when acting in their official capacity at a regular, special or emergency City Council meeting, or as a member of any committee or commission, from engaging in discussion with any employee concerning conditions of employment.

**Section 3:** If any provision of this ordinance, or the application of any provision of this ordinance, is held unconstitutional or otherwise invalid, such occurrence shall not affect other provisions of this ordinance, or their application, that can be given effect without the unconstitutional or invalid provision or its application. Each unconstitutional or invalid provision or application of such provision is severable, unless otherwise provided by ordinance.

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

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

**ADOPTED** this 14<sup>th</sup> day of October 2025, pursuant to a roll call vote as follows:

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

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

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

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

**APPROVED** by me this 14<sup>th</sup> day of October 2025.

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

**ATTESTED** and filed in my office,  
this 14<sup>th</sup> day of October 2025.

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



## Interdepartmental Memo

**To:** Tanya Walker, City Administrator  
**From:** Casey Calvello, Chief of Police  
**Re:** Vehicle  
**Date:** September 19, 2025

---

The City Council previously approved Ordinance No. 25-23: An Ordinance Approving the Issuance of Purchase Orders for the Purchase of Two Police Interceptors and Two Jeep Grand Cherokees for the City of Oakbrook Terrace, Illinois. The purchase of two Ford Utility Interceptors through the Suburban Purchasing Cooperative from Currie Motors, Frankfort, Illinois, in the amount of \$47,615.00 each were approved through Ordinance No. 25-23.

Since the approval of Ordinance No. 25-23, the Police Department has been notified that there will be a significant delay in the delivery of one of the Ford Utility Interceptors. As a result of this delay, the Police Department is requesting approval to purchase a Ford F-150 Police Responder through Ogden Lincoln, Westmont, Illinois, in the amount of \$41,095.70 instead of the delayed Ford Utility Interceptor.

### 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 2024 FORD F150 POLICE  
RESPONDER 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**, on June 10, 2025, the corporate authorities of the City approved Ordinance No. 25- 23 entitled *An Ordinance Approving and Ratifying the Issuance of Purchase Orders for the Purchase of Two Police Interceptors and Two Jeep Grand Cherokees for the City of Oakbrook Terrace, Illinois* which authorized the purchase of two Police Interceptors;

**WHEREAS**, the City has been advised that one of the Police Interceptors which Ordinance No. 25- 23 authorized to be purchased is no longer available for purchase;

**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) 2024 Ford F150 Police Responder from Westmont Lincoln, LLC of Westmont, Illinois, in the amount of Forty-One Thousand Ninety-Five and 70/100 Dollars (\$41,095.70) constituting personal property necessary for the City to perform essential governmental functions; and

**WHEREAS**, in the opinion of two-thirds of the corporate authorities of the City holding office, it is advisable, necessary and in the public interest that the City waive advertisement for bids, waive the procedure prescribed for the submission of competitive bids, waive obtaining three written quotes directly from the vendor, authorize soliciting proposals in the open market and purchase one (1) 2024 Ford F150 Police Responder from Westmont Lincoln, LLC of Westmont, Illinois, constituting personal property necessary for the City to perform essential governmental functions from the vendors described above and on the terms and conditions therein provided;

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

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

**Section 2:** The authorization to purchase one (1) of the two (2) 2025 Ford Utility Interceptors through the Suburban Purchasing Cooperative from Currie Motors, Frankfort, Illinois, in the amount of Forty-seven Thousand Six Hundred Fifteen and 00/100 Dollars (\$47,615.00) contained in Ordinance No. 25-23 entitled *An Ordinance Approving and Ratifying the Issuance of Purchase Orders for the Purchase of Two Police Interceptors and Two Jeep Grand Cherokees for the City of Oakbrook Terrace, Illinois*, is hereby rescinded; and the authorization in Ordinance No. 25-23 to purchase the described motor vehicle is hereby repealed. However, the authorizations to purchase the other motor vehicles contained in Ordinance No. 25-23 are not repealed, and are hereby expressly reaffirmed;

**Section 3:** 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) 2024 Ford F150 Police Responder from Westmont Lincoln, LLC of Westmont, Illinois, constituting personal property necessary for the City to perform essential governmental functions from the vendor described herein.

**Section 4:** 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 the vendor described herein for the purchase of one (1) 2024 Ford F150 Police Responder from Westmont Lincoln, LLC of Westmont, Illinois, in the amount of Forty-One Ninety-Five and 70/100 Dollars (\$41,095.70) for the City to perform essential governmental functions, copies of the Purchase Order for which is attached hereto marked as Exhibit "A" and made a part hereof.

**Section 5:** All ordinances and resolutions, or parts thereof, in conflict with the provisions of this ordinance are, to the extent of such conflict, expressly repealed.

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

**Section 6:** 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 14<sup>th</sup> day of October 2025, pursuant to a roll call vote as follows:

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

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

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

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

**APPROVED** by me this 14<sup>th</sup> day of October 2025.

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

**ATTESTED** and filed in my office,  
this 14<sup>th</sup> day of October 2025.

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

Exhibit "A"  
Purchase Order for One (1) 2024 Ford F150 Police Responder

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

**1. SERVICES & DELIVERABLES.**

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

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

**2. DELIVERY.**

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

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

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

**4. PAYMENT.**

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

## Exhibit "A"

## Purchase Order for One (1) 2024 Ford F150 Police Responder

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

**5. WARRANTIES.**

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

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

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

**6. INSPECTION.**

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

**7. INDEPENDENT CONTRACTOR.**

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

## Exhibit "A"

## Purchase Order for One (1) 2024 Ford F150 Police Responder

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

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

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

**9. INSURANCE.**

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

**10. INDEMNITY.**

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

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

**11. CONFIDENTIALITY.**

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

## Exhibit "A"

## Purchase Order for One (1) 2024 Ford F150 Police Responder

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

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

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

## 12. OWNERSHIP OF WORK PRODUCT.

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

## Exhibit "A"

## Purchase Order for One (1) 2024 Ford F150 Police Responder

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

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

**13. TERMINATION.**

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

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

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

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

**14. REMEDIES.**

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

**15. FORCE MAJEURE.**

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

## Exhibit "A"

## Purchase Order for One (1) 2024 Ford F150 Police Responder

**16. SEVERABILITY.**

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

**17. LIMITATION OF LIABILITY.**

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

**18. ASSIGNMENT; WAIVER.**

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

**19. NONEXCLUSIVE AGREEMENT.**

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

**20. NOTICES.**

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

**21. SURVIVAL OF OBLIGATIONS.**

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

**22. GOVERNING LAW.**

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

**23. ENTIRE AGREEMENT; MODIFICATION.**

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

## Exhibit "A"

## Purchase Order for One (1) 2024 Ford F150 Police Responder

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

**24. COMPLIANCE WITH LAWS.**

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

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

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

**25. INJUNCTIVE RELIEF.**

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

**26. CERTIFICATIONS.**

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

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

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

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

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

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

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

**26.7** No City of Oakbrook Terrace officer, spouse or dependent child of a City officer, agent on behalf of any City officer or trust in which a City officer, the spouse or dependent child of a City officer or a beneficiary is a holder of any interest in the seller; or, if the Seller's stock is traded on a nationally recognized securities market, that no City officer, spouse or dependent child of a City officer, agent on behalf of any City officer or trust in which a City officer, the spouse or dependent child of a City officer or a beneficiary is a holder of more than one percent (1%) of the Seller, but if any City officer, spouse or dependent child of a City officer, agent on behalf of any City officer or trust in which a City officer, the spouse or dependent child of a City officer or a beneficiary is a holder of

## Exhibit "A"

## Purchase Order for One (1) 2024 Ford F150 Police Responder

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 Westmont Lincoln, LLC

Order Date: October 14, 2025

Address 1 100 West Ogden Avenue

Payment Terms:

Address 2

F.O.B. Point:

City, State Zip Westmont, IL 60559

Freight Terms:

E Mail:

Acct Code:

Phone:

Tax Exempt No.:

Attn:

**Ship To:****Invoice To:**

City of Oakbrook Terrace

City of Oakbrook Terrace

17W275 Butterfield Road

17W275 Butterfield Road

Oakbrook Terrace, IL 60181-4041

Oakbrook Terrace, IL 60181-4041

Phone: 630-941-8300

Phone: 630-941-8300

Attn: Casey Calvello, Chief of Police

Attn: Tanya Walker, Interim City Administrator

**Tax ID:****Ship via:****Required Ship Date:**

Item	Quantity	Part No.	Description	U M	Price	Total
1	1	239206	2024 Ford F150 Police Responder – VIN 1FTFW1P86RKF34132		\$37,615.00	\$37,615.00
2	1		Premium Care		\$2,670.00	\$2,670.00
3	1		Documentary Fee		\$367.70	\$367.70
4	1		Electronic Filing		\$35.00	\$35.00
5	1		License and Title		\$165.00	\$165.00
			Grand Total		\$41,095.70	\$41,095.70

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

Casey Calvello, Chief of Police

**Approved by:**

Tanya Walker, Interim City Administrator

<b>City of Oakbrook Terrace</b>		<b>Page 2 of 2</b>			
17W275 Butterfield Road					
Oakbrook Terrace, IL 60181-4041					
Phone 630-941-8300					
Fax 630-941-7254					
Supplier Name	Westmont Lincoln, LLC				
Address 1	100 West Ogden Avenue				
Address 2					
City, State, Zip	Westmont, IL 60559				
<b>Purchase Order Comments</b>					
<i>Please sign below and return acknowledgement of this purchase order.</i>					
Name & Title				Date	

<b>City of Oakbrook Terrace</b>		<b>Receiving Report</b>		
<i>17W275 Butterfield Road</i>				
<i>Oakbrook Terrace, IL 60181-4041</i>				
<i>Phone 630-941-8300</i>				
<i>Fax 630-941-7254</i>				
Supplier Name	Westmont Lincoln, LLC			
Address 1	100 West Ogden Avenue			
Address 2				
City, State & Zip	Westmont, IL 60559			

[illegible]

RESOLUTION NO. 25 -

**A RESOLUTION AUTHORIZING AND DIRECTING COMPLIANCE WITH  
SECTION 7.3(B) OF THE OPEN MEETINGS ACT**

---

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

**WHEREAS**, the City strives to maintain a competitive compensation and benefits program in order to attract and retain capable, career-oriented employees;

**WHEREAS**, the City’s staff, under the direction of the City Council, conducts periodic compensation studies to ensure that the City’s wages and benefits are both competitive and fiscally responsible;

**WHEREAS**, Section 7.3(b) of the Illinois Open Meetings Act, 5 ILCS 120/7.3(b), requires that the City, being an employer participating in the Illinois Municipal Retirement Fund, at least six (6) days before it approves an employee’s total compensation package that is equal to or in excess of One Hundred Fifty Thousand Dollars (\$150,000) per year, post the total compensation package for that employee on its website, or in lieu of posting the information directly on the City’s website, post directions on the City’s website on how to access that information, provided that a physical copy of the total compensation package for that employee is posted at the principal office of the City;

**WHEREAS**, for purposes of Section 7.3(b) of the Illinois Open Meetings Act, 5 ILCS 120/7.3(b), “total compensation package” shall mean payment by the City to the employee for salary, health insurance, a housing allowance, a vehicle allowance, a clothing allowance, bonuses, loans, vacation days granted and sick days granted;

**WHEREAS**, the City Council intends to consider the approval of a total compensation package for the City Administrator that is equal to or in excess of One Hundred Fifty Thousand Dollars (\$150,000) per year at its meeting on October 14, 2025; and

**WHEREAS**, the City Council deems it advisable, necessary and in the public interest that the City prepare and post, on or before October 8, 2025, a notice of the total compensation package for the City Administrator on its website, or in lieu of posting the information directly on the City’s website, post directions on the City’s website how to access that information, provided that a physical copy of the City Administrator’s total compensation package is posted at the principal office of the City;

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

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

**Section 2:** The Interim City Administrator shall be and is hereby authorized and directed to prepare and post, on or before October 8, 2025, a copy of the notice of the total compensation package for the City Administrator on the City's website, or in lieu of posting the information directly on the City's website, post directions on the City's website on how to access that information, provided that a physical copy of the City Administrator's total compensation package is posted at the principal office of the City.

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

**ADOPTED** this 23<sup>rd</sup> day of September 2025, pursuant to a roll call vote as follows:

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

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

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

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

**APPROVED** by me this 23<sup>rd</sup> day of September 2025.

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

ATTESTED and filed in my office,  
this 23<sup>rd</sup> day of September 2025.

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

October 20, 2025	Budget Kick-off, new guidelines and any changes for the FY 2027 Budget are discussed and worksheets are distributed to Department Heads.
November 11, 2025	Property tax levy estimates (35 ILCS 200/18-60) must be determined not less than 20 days prior to the adoption of the actual levy.
November 28 2025	Department Heads must submit their FY 2027 proposed Budget and updated capital improvement requests on BS&A Portal. Department Heads must include all supporting documentation justifying changes in service levels and activities. In addition, Departments link their proposed budgets to the strategic goals.
December 1 – 31, 2025	Department Heads review their budgets with the City Administrator. The City Administrator reviews Department budgets in light of major increases, new programs, and to ensure the Departments complied with the budgetary guidelines for the year. The City Administrator also reviews the departmental budgets for mistakes and accuracy in calculation of their requests. Finally, the City Administrator reviews the Department requests to determine if certain requests achieve overall strategic goals. Department Heads will make any necessary changes and re-submit their revised budgets to the City Administrator.
December 9, 2025	Truth in Taxation Hearings (35 ILCS 200) are required by all governmental units in Illinois when the proposed levy is 105% more than the prior year. The purpose of the Truth and Taxation hearings is to disclose through publication and public hearing proposed levy increases in excess of 105%. Public hearings and notices are only required when the levy exceeds the prior year's final extension by 105%. The notice of the Truth and Taxation hearing must be published in a local newspaper not more than 14 days nor less than 7 days prior to the actual public hearing date. If the proposed levy is less than a 105% increase, then no hearing or notice is required.
December 9, 2025	The levy is adopted by the Council and must be filed with the County Clerk's Office by the last Tuesday in December. The City Council through separate ordinance (following the levy of taxes) may abate or reduce the levy (reduce the property tax collections) for a specific amount that the City has other resources available to pay for debt service.
January 12, 2026	The Finance Director formulates revenue projections by fund. Revenue forecasts are one of the most important steps in the budget process because it can determine the ultimate level of spending.
January 19, 2026	The City Administrator reviews final Department requests in light of revenue considerations.
February 17 & 18, 2026	Once the City Administrator/Finance Director reviews all Departmental budget requests, the proposed FY 2027 Budget is submitted to the City Council. The City Council begins their budget evaluations and analysis. This year we are saving an extra day if needed on the 18 <sup>th</sup> .
March 18, 2026	During the budget meetings special consideration is paid to the level of employee pay, pensions, insurance, and other benefits which typically represent 60% of the City's General Fund budget. All revisions and changes resulting from these meetings will be incorporated in the final proposed FY 2027 Budget.
April 1, 2026	The proposed Budget will be available for public inspection at City Hall. Illinois Budget Law (65 ILCS 5/8-2-9.1) requires municipalities to have a draft edition of the Budget be available for public inspection at least ten (10) days before approval. A notice of the public hearing will be published in the local paper.
April 28, 2026	Illinois Budget Law (65 ILCS 5/8-2-9.1) requires municipalities to hold a public hearing prior to the adoption of the Budget. The Budget can be adopted anytime after the public hearing. Notice of the public hearing shall be published in the newspaper at least one week before the budget hearing.
April 28, 2026	City Code and State Statute requires that the Budget must be adopted prior to the beginning of the fiscal year or May 1. The City's Budget is adopted through ordinance and the Capital Improvement Fund's five (5) year plan is adopted through resolution.
May 28, 2026	The FY 2027 Budget will be filed with the DuPage County Clerk as required by State Statute within 30 days of adoption.
July 28, 2025	The FY 2027 Budget must be filed with the GFOA within 90 days of City Council approval for the Distinguished Budget Presentation Award System.