

City of Oakbrook Terrace

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



City Council Regular Meeting Agenda

Tuesday, November 11, 2025 at 7:00 PM

Council Chambers - City Hall - 17W261 Butterfield Road



CITY COUNCIL REGULAR MEETING AGENDA

Tuesday, November 11, 2025 at 7:00 PM
Council Chambers - City Hall - 17W261 Butterfield Road
www.oakbrookterrace.net

Mayor Paul Esposito

City Clerk Michael Shadley

City Council Members:

Ward 1: Alderman Charlie Barbari and Alderman Eric Biskup

Ward 2: Alderman Michael Sarallo and Alderman Dennis Greco

Ward 3: Alderman Bob Rada and Alderwoman Mary Fitzgerald

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. PLEDGE OF ALLEGIANCE**
- IV. ADDITIONS OR DELETIONS TO THE AGENDA**
- V. APPROVAL OF MINUTES - CHANGES OR CORRECTIONS**
 - 1. Meeting Minutes of October 28th, 2025.
- VI. PUBLIC PARTICIPATION**
- VII. ACTION ITEMS / CONSENT AGENDA**
 - 1. Payment of City Bills: November 11, 2025, In the amount of \$811,153.47.
 - 2. Ordinance 25 - 35 Amending the Provisions of Chapter 35 Entitled "Taxes" of Title III Entitled "Administration" – Imposing a Municipal Grocery Retailers' Occupation Tax and a Municipal Service Retailers' Occupation Tax.
- 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 for the Levying, Assessment and Collection of Taxes in the Amount of \$1,142,159 for the Fiscal Year Beginning May 1, 2025 and Ending April 30, 2025 for the City of Oakbrook Terrace, DuPage County, Illinois.
2. Development Update – M. Headley
3. Resolution Designating the City Council Meeting Schedule for The City of Oakbrook Terrace, Illinois.
4. Arbitrator Opinion and Award – In the Matter of the Arbitration between the City of Oakbrook Terrace, Illinois and the Metropolitan Alliance of Police, Victoria Johnson, Grievant – FMCS Case No. 240313-04382.

XII. COUNCIL MEMBER COMMENTS

XIII. CITY ATTORNEY

XIV. CITY CLERK

XV. CITY ADMINISTRATOR

XVI. RECONVENE THE CITY COUNCIL MEETING

XVII. RECESS TO EXECUTIVE SESSION

XVIII. EXECUTIVE SESSION

1. Closed Session pursuant to Section 2(c)(21) to review closed session minutes.

XIX. RECONVENE THE CITY COUNCIL MEETING

XX. NEW BUSINESS

1. Motion to Approve the Closed Session Minutes for April 8, 2025, April 24, 2025, June 24, 2025, July 8, 2025, July 22, 2025, August 12, 2025, September 9, 2025, September 23, 2025 and October 28, 2025 Executive Meetings.
2. Resolution to Authorize the Release of Certain Executive Session Minutes for Meetings in the Years 1995-2025 of the City Council of the City of Oakbrook Terrace, Illinois.

XXI. ADJOURN

Next Regular City Council Meeting Tuesday, November 25th, 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

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17W275 Butterfield Rd.
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City Council Regular Meeting Minutes

Tuesday, October 28, 2025 at 7:00 PM

Council Chambers - City Hall - 17W261 Butterfield Road



CITY COUNCIL REGULAR MEETING MINUTES

Tuesday, October 28th, 2025 at 7:00 PM
Council Chambers - City Hall - 17W261 Butterfield Road
www.oakbrookterrace.net

Mayor Paul Esposito
City Clerk Michael Shadley
City Council Members:

Ward 1: Alderman Charlie Barbari and Alderman Eric Biskup
Ward 2: Alderman Michael Sarallo and Alderman Dennis Greco
Ward 3: Alderman Bob Rada and Alderwoman Mary Fitzgerald

I. CALL TO ORDER

Mayor Esposito called October 28th, 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: Biskup, Fitzgerald, Greco, Rada, Sarallo and Mayor Esposito

Absent: Barbari

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

III. Mayor Esposito led in the Pledge of Allegiance.

IV. ADDITIONS OR DELETIONS TO THE AGENDA

None

V. APPROVAL OF MINUTES - CHANGES OR CORRECTIONS

Meeting Minutes of October 14, 2025.

Alderman Rada requested that both the draft and final report of the Vote of No Confidence investigation be shared with council once available.

Motion to add the request made by Alderman Rada to include both the draft and final report of the Vote of No Confidence investigation to be shared with council was made by Alderman Rada and seconded by Alderwoman Fitzgerald.

Motion to approve the Regular City Council Meeting Minutes from October 14, 2025 was made by Alderwoman Rada and seconded by Alderman Greco.

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

VI. PUBLIC PARTICIPATION
None

VII. ACTION ITEMS / CONSENT AGENDA

1. Payment of City Bills: October 28, 2025, in the amount of \$113,790.07.
2. Resolution 25-15 Authorizing and Approving an Illinois Elevator Safety Program Agreement - City of Oakbrook Terrace and the Office of the State Fire Marshal of Illinois - 2025.

Motion to approve the Action Items/Consent Agenda of the October 28, 2025, Regular City Meeting and Committee of the Whole was made by Alderman Greco and seconded by Alderwoman Fitzgerald.

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

VIII. ITEMS REMOVED FROM THE CONSENT AGENDA
None

IX. RECESS TO COMMITTEE OF THE WHOLE

Motion to recess to the Committee of the Whole portion of this meeting was made by Alderman Rada and seconded by Alderman Sarallo.

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

X. MAYOR ESPOSITO

Trick or treating on 10/31 will be between the hours of 3-6 PM for residents to enjoy. Police will patrol the area and speed bumps will be out on MacArthur Drive. Veterans Day will be recognized on 11/11 at 11:00 in Villa Park at the VFW Post. The update on the Vote of No Confidence investigation is that the city attorney reached out to Chet Epperson for a final report. Chet was scheduled to be at today's city council meeting however, he has not submitted a final report. He is scheduled to be at the city council meeting on 11/25/25.

Per the City Attorney, the Mayor is required to relay to City Council that the City received a ruling on 10/16 from Laura S. Harter, Bureau Chief of the Office of the Attorney General, for a request to review from Mr. Richard Freund on 10/24/24 who alleged that the Mayor privately discussed with other City Council members whether to include an item on the 1/9/24 agenda. Per Laura Harter, the Public Access Bureau determined that the City of Oakbrook Terrace and City Council did not violate the Open Meetings Act.

XI. COMMITTEE OF THE WHOLE

1. Presentation by Sikich – City of Oakbrook Terrace Audit.

Nick Bava from Sikich presented the 4/30/25 fiscal year end audit. The City received its 21st Certificate of Achievement Award issued by the GFOA indicating that the City went above and beyond their reporting requirements. An unmodified opinion was given with a clean opinion. Last year the audit was presented late and issued in February of 2025. This year's audit is back on track. There were two comments made by the auditors. 1) Related to the year-end close process and adjusting the financial statements to GAAP basis. The recommendation is to develop processes to lower the number of adjustments. 2) Credit card transactions to ensure an audit trail is kept.

Aldermoman Fitzgerald questioned whether examining internal control policies is common practice. Mr. Bava replied that they are not issuing an opinion on the control environment of the City but instead the fairness of the financial statements. They do review the control environment by looking at the cash receipts, billing and review those control processes. Compensated absences are a liability on the financial statement and is the obligatory benefit that exists for an employee who terminates from the City i.e., vacation pay, sick time. The organizational chart within the document is current. Aldermoman Fitzgerald finds the quarterly financials are in a high-level format. City Administrator, Ms. Walker, is happy to meet with Fitzgerald to answer any questions.

Alderman Sarallo stated this is one of the better reports.

Alderman Greco referred to page 123 of the audit, Security Bonds and why the City Administrator has 2 bonds. Ms. Walker replied that it was prior to her taking on two different positions.

Alderman Rada referred to page 111, Hotel Tax Collection, and questioned the totals that do not agree with the financial report. It was determined that 2 different fiscal years were being looked at. The City made 1.6 M from hotel tax in fiscal 2025.

Luke Schoenhofen presented the police pension actuarial evaluation. The purpose of the report is to go over the health of the pension plan by comparing the assets to the liabilities and to set the contribution requirements for FY27. It was communicated that the City of OBT is funded at 72% while the average for Illinois is closer to 60%.

Alderman Rada asked whether the City is working towards being fully funded. The reply was yes and that it is a rolling 15-year method. The City will continue to be in good shape as long as they follow the recommended contributions.

2. Presentation by Oakbrook Terrace Park District, Shannon Else, Executive Director of OBT Park District. A history of Terrace View Park was given and future plans discussed. The park is owned by the City and the current lease with the park district expires in 2040. Improvements include the pond that needs to be addressed. The park district board has approved dredging the pond. Improvements to the park will be dependent on the results and cost of that dredging. Shoreline restoration will be needed. Additional improvements would include extended walkways around the pond. The park hopes to extend the lease with the City as far into the future as possible.

The Mayor is in favor of supporting the park district and sees the park as an extension of the City. Craig from Public Works, has submitted a grant to extend a paved path from Terrace View Park to Dorothy Drennon Park.

Alderwoman Fitzgerald questioned the current sources of funding. Shannon replied it is through property tax, interest income, program fees and fitness center memberships. She added that grants are difficult because any improvement has to be managed for the life of the improvement. Once future park improvements are completed, there may be new sources of revenue for the park. The dredging proposal has been signed and will happen before the end of 2025. The park district will be mindful not to interfere with July 4th and the City's summer concert series.

Alderman Sarallo supports the lease extension and would like to know what improvements are being discussed.

Alderman Biskup stated the parks look great and understands the maintenance needed for the pond. Alderman Biskup is in favor of extending the lease.

Alderman Greco recommends the lease be a 20-year term versus the current 60-year lease so that the City can help the park district in a timely manner if necessary.

Alderman Rada commented the City should consider help with funding the dredging. York Center is another park district that Council should consider for future use.

3. Ordinance Amending the Provisions of Chapter 35 Entitled "Taxes" of Title III Entitled "Administration" – Imposing a Municipal Grocery Retailers' Occupation Tax and a Municipal Service Retailers' Occupation Tax.

The City received a letter on 10/10/25 from the IL Department of Revenue asking the City to amend 35.170 of the code to reflect the current 1% of gross receipts with a correction of 1% of the selling price. Attorney Ramello said this is a technical change requested by the IL Department of Revenue that changes from gross receipts to selling price. The attorney is in favor of amending Ordinance 25-19.

Moved to the consent agenda.

4. Resolution Approving and Authorizing an Agreement between the City of Oakbrook Terrace and the Metropolitan Alliance of Police – 2025.

The 2025 agreement between the City and Metropolitan Association of Police, MAP, negotiations with police has been settled. The agreed increase is 3%, 4%, 4%, 4% over 4 years with new 12-hour shifts.

Alderwoman Fitzgerald is not familiar with the term commander. Chief, Calvello replied that refers to a patrolman that steps up to a Shift Commander and is in charge when a sergeant is not in.

Alderman Biskup expressed gratitude to Ms. Walker for her part in settling the negotiations. Alderman Biskup wants the police department to be happy and to create an environment where police want to stay. Thank you to Chief Calvello.

Alderman Greco questioned next steps for promotions to sergeant within the department. The Mayor replied the City has 2 sergeants with no definite date to promote.

Alderman Rada asked whether the 12 hours shift will be easier for officers. Chief Calvello stated that is what the officers negotiated, and it should be useful as a recruiting tool.

5. Ordinance Approve the Issuance of a Purchase Order by the City of Oakbrook Terrace to Sourcewell for One (1) 2026 Chevrolet Blazer.

Craig Ward from Public Works gave an update on the current fleet. A new car needed to be purchased for the City Administrator per her contract and no reliable city vehicle being available. The current city car Ms. Walker is driving has 140K and mechanical issues. That car will be sent to auction once Ms. Walker receives a new car.

Alderwoman Fitzgerald asked whether the purchase of the car was in the budget. Ms. Walker replied it was not part of the budget. The Mayor added that each City Administrator has the choice of a city car or car allowance.

Alderman Sarallo is in favor of the purchase of a car for the City Administrator.

Alderman Biskup is in favor of the purchase of a car for the City Administrator.

Alderman Greco questioned how many cars the city has. Mayor replied there are 4 pool cars. Greco questioned the 11 cars that appear on the audit versus the 4 that are mentioned. Craig Ward replied that street division vehicles are not counted within the 11. Moving forward, Alderman Greco would like to see what cars the city has when a future car is requested.

Alderman Rada is in favor of the purchase of a car for the City Administrator.

6. Pumpkins in the Park Post Event Update.

M. Tannehill gave an update on the Pumpkins in the Park event held on 10/11/25 at the Dorothy Drennon Park. 139 children pre-registered with 124 in attendance. The afternoon consisted of a pumpkin patch, with each child being able to take home a pumpkin, 2 bounce houses, 2 face painters, apple cider donuts, cookies, hot chocolate and coffee. The budget for the event was \$5,500 and a total of \$5,244.20 was spent.

Alderman Greco enjoyed the apple cider donuts and the event.

7. Luminary Display Discussion.

A few options for resident luminaries were discussed. A plastic luminary bag was selected with a battery-operated lantern. All agreed on 2 luminaries per driveway. Alderwoman Fitzgerald and Alderman Biskup volunteered to put the luminary bags together. Public Works will distribute the luminaries to each resident home on 12/23. The luminaries will be left for the residents to have and enjoy after the event.

XII. COUNCIL MEMBER COMMENTS

Alderwoman Fitzgerald noted that the enthusiasm in the room is wonderful. Fitzgerald likes the Directors' Reports and would like M. Headley, Community Development Director, to provide an update at future meetings.

Alderman Sarallo commented it was a productive meeting with good presentations. Congratulations to the city staff and officers that have resolved the police contract.

Alderman Biskup thanked the city staff and the new positions. The city looks great with all the fall decorations.

Alderman Greco would like the City to consider resident parking on one side of the street particularly in high traffic areas.

Alderman Rada agreed with Alderman Greco in that an emergency vehicle would not get through high traffic areas. Congratulations to the police on their new contract.

The Mayor communicated that after the recent council meeting there was a resident fire on Leahey Road. The Mayor asked that the aldermen please support the resident.

XIII. CITY ATTORNEY

None

XIV. CITY CLERK

None

XV. CITY ADMINISTRATOR

Thank you to all the City first responders. Pizzas were sent to the police department in gratitude for their service. GFOA award was won for the budget in FY26 and the audit in FY24.

XVI. RECONVENE THE CITY COUNCIL MEETING

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

XVII. RECESS TO EXECUTIVE SESSION

Motion to recess to Executive Session was made by Alderwoman Fitzgerald and Alderman Rada. Motion approved via an acclamation vote.

XVIII. EXECUTIVE SESSION

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

XIX. RECONVENE THE CITY COUNCIL MEETING *:53

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

XX. NEW BUSINESS

1. Resolution 25-16 Authorizing and Approving an Agreement between the City of Oakbrook Terrace and the Metropolitan Alliance of Police – 2025.
Motion to approve was made by Alderman Sarallo and Alderman Biskup.
2. Ordinance 25-34 to Approve the Issuance of a Purchase Order by the City of Oakbrook Terrace to Sourcewell for One (1) 2026 Chevrolet Blazer.
Motion to approve was made by Alderman Sarallo and Alderman Biskup.

XXI. ADJOURN

Motion to adjourn was made by Alderman Greco and seconded by Alderman Sarallo at 8:54 PM.

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

Respectfully submitted,

Margie Tannehill, Recording Secretary

Attested:

Michael Shadley
City Clerk

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INVOICE REGISTER FOR CITY OF OAKBROOK TERRACE

EXP CHECK RUN DATES 11/11/2025 - 11/11/2025

POSTED AND UNPOSTED

OPEN AND PAID

Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted PO Number Post Date
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Vendor Amazon - Amazon Capital Services

16CRLVYPY3WC

0000024177

Amazon Capital Services
OCTOBER BILLING - CH/PSB
01-04-5715-00
01-01-5780-00
01-04-6190-00
01-01-5780-00
01-01-6130-00
01-01-5780-00
01-04-6190-00

11/01/2025
JESPOSITO
UNIFORM ALLOWANCE
OUTDOOR HALLOWEEN DECOR
BLOWER CORD, GAS TANK ASSY FOR TRIMMER
LUMINARY SUPPLIES
2026 DESK/WALL CALENDARS - CH
LUMINARY SUPPLIES - BATTERIES
LIGHT BAR, WIRING HARNESS FOR NIGHT

988.67

191.73
96.62
37.68
32.99
158.09
417.78
53.78

988.67

Open

Y
11/11/2025

113H3PTPVNXC

0000024178

Amazon Capital Services
OCTOBER BILLING - PD
01-02-6130-00
01-02-6130-00
01-02-6130-00
01-02-6130-00
01-02-6130-00

11/01/2025
JESPOSITO
LAMINATING SHEETS
INSECT KILLER SPRAY
WD-40 SPRAY
COMPLETED STAMP
COPY STAMP

62.01

30.70
6.97
6.39
8.99
8.96

62.01

Open

Y
11/03/2025

Total Vendor Amazon - Amazon Capital Services

1,050.68

1,050.68

Vendor Aflac - American Family Life Assurance Company of Columbus

647698

0000024176

American Family Life Assurance Comp 10/12/2025
OCTOBER PREMIUMS
01-00-1595-00

JESPOSITO
RECEIVABLE1

0.00

993.80

0.00

Void

N
11/11/2025

647698 - OCT. 2

0000024234

American Family Life Assurance Comp 10/12/2025
LIFE ASSURANCE PREMIUM - OCT. 2025
01-00-1595-00

JESPOSITO
RECEIVABLE1

993.80

993.80

993.80

Open

Y
11/11/2025

Total Vendor Aflac - American Family Life Assurance Company of Columbus

993.80

993.80

Vendor Ander - Anderson Pest Solutions

85636668

0000024235

Anderson Pest Solutions
PEST CONTROL SERVICES
01-04-5770-00

11/02/2025
JESPOSITO
BUILDING MAINTENANCE

67.86

67.86

67.86

Open

Y
11/11/2025

Total Vendor Ander - Anderson Pest Solutions

67.86

67.86

INVOICE REGISTER FOR CITY OF OAKBROOK TERRACE

EXP CHECK RUN DATES 11/11/2025 - 11/11/2025

POSTED AND UNPOSTED

OPEN AND PAID

Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted PO Number Post Date
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Vendor Ander - Anderson Pest Solutions

Vendor Taser - Axon Enterprise, Inc.

INUS361761

0000024160

Axon Enterprise, Inc.
BODY CAMERAS
01-02-6190-00

07/15/2025
ALOZANO
NON-CAPITAL EQUIPMENT

16,978.68

16,978.68

Open

Y
11/11/2025

16,978.68

Total Vendor Taser - Axon Enterprise, Inc.

16,978.68

16,978.68

Vendor Blue - Blue Cross/Shield of Illinois

054349 - NOV. 2

0000024179

Blue Cross/Shield of Illinois
HEALTH INSURANCE PREMIUMS
01-01-4530-00
01-02-4530-01
01-02-4535-03
01-02-4535-04
01-03-4530-00
01-04-4530-00
01-11-4530-00
03-12-4530-00
01-00-1590-00

10/15/2025
JESPOSITO
ADMINISTRATION
PS ADMINISTRATION
PS OFFICERS
PS DETECTIVES
COMMUNITY DEVELOPMENT
PUBLIC SERVICES - STREETS
FINANCE
PUBLIC SERVICES - WATER
COBRA

80,471.16

80,471.16

Open

Y
11/11/2025

2,026.07

6,889.08

42,209.57

(2,025.40)

6,310.54

6,796.03

9,348.79

5,877.05

3,039.43

Total Vendor Blue - Blue Cross/Shield of Illinois

80,471.16

80,471.16

Vendor BS& A - BS& A Software LLC

163033

0000024188

BS& A Software LLC
SOFTWARE CONVERSION BS&A
09-12-7110-28

08/11/2025
JESPOSITO
07/25 INTEGRATED PAYMENTS ABSORBED FEE

151.16

151.16

Open

Y 26-00002
11/11/2025

151.16

Total Vendor BS& A - BS& A Software LLC

151.16

151.16

Vendor CaseLots - Case Lots, Inc.

4170

0000024159

Case Lots, Inc.
SHOP SUPPLIES
01-04-6130-00

10/20/2025
CWARD
SUPPLIES

494.30

494.30

Open

Y
11/11/2025

494.30

Total Vendor CaseLots - Case Lots, Inc.

494.30

494.30

INVOICE REGISTER FOR CITY OF OAKBROOK TERRACE

EXP CHECK RUN DATES 11/11/2025 - 11/11/2025

POSTED AND UNPOSTED

OPEN AND PAID

Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted PO Number Post Date
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Vendor chgometr - Chgo Metro. Fire Prevention

IN00470989

0000024183	Chgo Metro. Fire Prevention FIRE EXTINGUISHER INSPECTIONS 01-04-5660-00	10/21/2025 JESPOSITO		189.25	189.25	Open	Y 11/11/2025
		EQUIPMENT MAINT & REPAIR		189.25			

IN00470977

0000024184	Chgo Metro. Fire Prevention FIRE EXTINGUISHER SERVICE CALLS/RESETS 01-02-5660-00	10/21/2025 JESPOSITO		248.75	248.75	Open	Y 11/11/2025
		EQUIPMENT MAINT & REPAIR		248.75			

Total Vendor chgometr - Chgo Metro. Fire Prevention

438.00	438.00
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Vendor CPS Co. - Chicago Parts & Sound LLC

48V0001985

0000024157	Chicago Parts & Sound LLC INTAKE MANIFOLD CAR A-2 01-04-5663-00	10/23/2025 CWARD		211.84	211.84	Open	Y 11/11/2025
		VEHICLE MAINT. & REPAIR		211.84			

40V0073390

0000024190	Chicago Parts & Sound LLC SPARKPLUGS AND PLUG BOOTS 01-02-5663-00	10/23/2025 JESPOSITO		158.94	158.94	Open	Y 11/11/2025
		VEHICLE MAINT. & REPAIR		158.94			

40V0077108

0000024223	Chicago Parts & Sound LLC BRAKELININGS, ROTARY ASSEMBLY 01-02-5663-00	11/06/2025 JESPOSITO		593.34	593.34	Open	Y 11/11/2025
		VEHICLE MAINT. & REPAIR		593.34			

48V0002150

0000024228	Chicago Parts & Sound LLC BRAKE PADS SQUAD 01-02-5663-00	11/06/2025 CWARD		70.29	70.29	Open	Y 11/11/2025
		VEHICLE MAINT. & REPAIR		70.29			

Total Vendor CPS Co. - Chicago Parts & Sound LLC

1,034.41	1,034.41
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Vendor CHICALBA - CHICALBA BAGPIPING SERVCIES

09496

0000024185	CHICALBA BAGPIPING SERVCIES BAGPIPER FOR VETERANS DAY 01-01-5780-00	10/28/2025 JESPOSITO		100.00	100.00	Open	Y 11/11/2025
		SPECIAL EVENTS		100.00			

Total Vendor CHICALBA - CHICALBA BAGPIPING SERVCIES

INVOICE REGISTER FOR CITY OF OAKBROOK TERRACE

EXP CHECK RUN DATES 11/11/2025 - 11/11/2025

POSTED AND UNPOSTED

OPEN AND PAID

Invoice Number

Inv Ref #

Vendor

Description

GL Distribution

Invoice Date

Due Date

Entered By

Invoice Amount

Amount Due

Status

Posted PO Number

Post Date

Vendor CHICALBA - CHICALBA BAGPIPING SVCIES

100.00

100.00

Vendor cintas - Cintas Corporation

4248369984

0000024186

Cintas Corporation
FLOOR MAT SERVICE - PD
01-02-5770-00

10/31/2025

JESPOSITO
BUILDING MAINTENANCE

64.63

64.63

Open

Y
11/11/2025

64.63

4248369985

0000024187

Cintas Corporation
FLOOR MAT SERVICE - CH
01-04-5770-00

10/31/2025

JESPOSITO
BUILDING MAINTENANCE

129.99

129.99

Open

Y
11/11/2025

129.99

Total Vendor cintas - Cintas Corporation

194.62

194.62

Vendor Comcast3 - Comcast

317385 - NOV. 2

0000024189

Comcast
PD COMCAST SERVICE
01-02-5668-00

10/24/2025

JESPOSITO
COMMUNICATIONS

53.25

53.25

Open

Y
11/11/2025

53.25

Total Vendor Comcast3 - Comcast

53.25

53.25

Vendor crystal - Crystal Maintenance Plus, Corp

33182

0000024191

Crystal Maintenance Plus, Corp
MONTHLY CLEANING SERVICES
01-02-5770-00
01-04-5770-00

10/15/2025

JESPOSITO
FY26 BUILDING MAINTENANCE
FY26 BUILDING MAINTENANCE

2,287.00

2,287.00

Open

Y 0000002391
11/11/2025

1,693.50

593.50

Total Vendor crystal - Crystal Maintenance Plus, Corp

2,287.00

2,287.00

Vendor MORRIS - Don Morris Architects P.C.

OCT25

0000024236

Don Morris Architects P.C.
BUILDING PLAN REVIEW SERVICES
01-03-5600-00

10/31/2025

MHEADLEY
Building Permit Plan Review Services for

575.00

575.00

Open

Y 0000002388
11/06/2025

575.00

Total Vendor MORRIS - Don Morris Architects P.C.

575.00

575.00

INVOICE REGISTER FOR CITY OF OAKBROOK TERRACE

EXP CHECK RUN DATES 11/11/2025 - 11/11/2025

POSTED AND UNPOSTED

OPEN AND PAID

Invoice Number

Inv Ref #

Vendor

Description

GL Distribution

Invoice Date

Due Date

Entered By

Invoice Amount

Amount Due

Status

Posted PO Number

Post Date

Vendor duprec - DuPage County Recorder

R2025-061823

0000024192

DuPage County Recorder

10/01/2025

67.00

67.00

Open

Y

11/11/2025

LIEN RECORDING FEE - 17W531 MORNINGSIDE JESPOSITO

01-03-5700-00

PUBLIC INFORMATION-LIEN FEE

67.00

Total Vendor duprec - DuPage County Recorder

67.00

67.00

Vendor DWC - DuPage Water Commission

01-1700-00 OCT.

0000024214

DuPage Water Commission

10/31/2025

50,204.80

50,204.80

Open

Y

11/11/2025

PURCHASE OF WATER

CWARD

03-12-5845-00

8,656,000 GAL. WATER - 9/30-10/31/25

50,204.80

Total Vendor DWC - DuPage Water Commission

50,204.80

50,204.80

Vendor elevator - Elevator Inspection Service Co

00342499

0000024193

Elevator Inspection Service Co

10/23/2025

75.00

75.00

Open

Y

0000002385

3 RE-INSPECTIONS - 1000 DRURY, 6 TRANS A JESPOSITO

01-03-5600-00

Elevator Inspection Services

75.00

Total Vendor elevator - Elevator Inspection Service Co

75.00

75.00

Vendor eLineup - eLineup LLC

1708

0000024211

eLineup LLC

09/23/2025

750.00

750.00

Open

Y

11/11/2025

YEARLY MAINTENANCE FEE

ALOZANO

01-02-5611-00

SUPPORT SERVICES

750.00

Total Vendor eLineup - eLineup LLC

750.00

750.00

Vendor Elm auto - Elmhurst Auto Parts

30499

0000024155

Elmhurst Auto Parts

10/22/2025

184.78

184.78

Open

Y

11/11/2025

SQUAD PARTS

CWARD

01-02-5663-00

VEHICLE MAINT. & REPAIR

184.78

Total Vendor Elm auto - Elmhurst Auto Parts

184.78

184.78

INVOICE REGISTER FOR CITY OF OAKBROOK TERRACE

EXP CHECK RUN DATES 11/11/2025 - 11/11/2025

POSTED AND UNPOSTED

OPEN AND PAID

Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted PO Number Post Date
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Vendor Gonzini - Gonzini Robert J.

11042025

0000024207

Robert J. Gonzini
BLDG. & ELECTRICAL INSPECTOR
01-03-5600-00

11/04/2025

JESPOSITO

Electrical and Building Inspection Servi

734.66

734.66

Open

Y 0000002387
11/11/2025

Total Vendor Gonzini - Gonzini Robert J.

734.66

734.66

Vendor homedep2 - Home Depot Credit Services Dept. 32 - 2153930338

0338 - 9/19-10/

0000024194

Dept. 32 - 2153930338 Home Depot Cr 11/01/2025

1,462.48

1,462.48

Open

Y
11/11/2025

SUPPLIES

JESPOSITO

01-04-6130-00

CONCRETE PATCH

89.81

01-04-6190-00

CONCRETE SEALANT

116.56

01-04-5770-00

CH PLANTINGS

33.96

01-01-5780-00

CH HALLOWEEN DECOR

128.86

01-01-5780-00

CH HALLOWEEN DECOR

129.92

01-04-5770-00

CH FALL PLANTINGS

67.92

01-04-6130-00

PAVER SAND, GLOVES

59.41

01-04-6130-00

PAINTING SUPPLIES

70.64

01-04-6190-00

NON-CAPITAL EQUIPMENT

9.94

03-12-5660-00

WMF DRYER

755.46

Total Vendor homedep2 - Home Depot Credit Services Dept. 32 - 2153930338

1,462.48

1,462.48

Vendor In Balan - In Balance IT Solutions LLC

43225

0000024196

In Balance IT Solutions LLC

10/24/2025

1,979.15

1,979.15

Open

Y 26-00033
11/11/2025

OFFICE 365 G3

JESPOSITO

01-01-6150-00

OFFICE 365 G3

1,979.15

43214

0000024197

In Balance IT Solutions LLC

10/17/2025

7,767.00

7,767.00

Open

Y 26-00031
11/11/2025

MONTHLY MANAGED SERVICES SUPPORT

JESPOSITO

01-01-5600-00

MONTHLY MANAGED SERVICES SUPPORT

7,767.00

Total Vendor In Balan - In Balance IT Solutions LLC

9,746.15

9,746.15

Vendor IIC - Integrated Imaging Consultants LLC

INVOICE REGISTER FOR CITY OF OAKBROOK TERRACE

EXP CHECK RUN DATES 11/11/2025 - 11/11/2025

POSTED AND UNPOSTED

OPEN AND PAID

Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted PO Number Post Date
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Vendor IIC - Integrated Imaging Consultants LLC

1700285335

0000024195

Integrated Imaging Consultants LLC	07/19/2025			38.00	38.00	open	Y
PRE-EMPLOYMENT CHEST XRAY - OFFICER	JESPOSITO						11/11/2025
01-10-5775-00	TESTING & EXAMINATIONS			38.00			

Total Vendor IIC - Integrated Imaging Consultants LLC

38.00

38.00

Vendor JGUNif - J.G. Uniform, Inc.

153651

0000024167

J.G. Uniform, Inc.	10/27/2025			90.85	90.85	open	Y
OFC. CANSINO - UNIFORM	ALOZANO						11/11/2025
01-02-5715-00	UNIFORM ALLOWANCE			90.85			

153496

0000024168

J.G. Uniform, Inc.	10/24/2025			325.25	325.25	open	Y
OFC. ELSNER - UNIFORM	ALOZANO						11/11/2025
01-02-5715-00	UNIFORM ALLOWANCE			325.25			

154011

0000024217

J.G. Uniform, Inc.	11/05/2025			995.00	995.00	open	Y
BODY ARMOR - FLORES	ALOZANO						11/11/2025
01-02-5715-00	UNIFORM ALLOWANCE			995.00			

154010

0000024218

J.G. Uniform, Inc.	11/05/2025			995.00	995.00	open	Y
BODY ARMOR - NOONAN	ALOZANO						11/11/2025
01-02-5715-00	UNIFORM ALLOWANCE			995.00			

154009

0000024219

J.G. Uniform, Inc.	11/05/2025			995.00	995.00	open	Y
BODY ARMOR - SALGADO	ALOZANO						11/11/2025
01-02-5715-00	UNIFORM ALLOWANCE			995.00			

154008

0000024220

J.G. Uniform, Inc.	11/05/2025			995.00	995.00	open	Y
BODY ARMOR - ELSNER	ALOZANO						11/11/2025
01-02-5715-00	UNIFORM ALLOWANCE			995.00			

Total Vendor JGUNif - J.G. Uniform, Inc.

4,396.10

4,396.10

Vendor JETBRITE - Jet Brite Car Wash, Inc.

INVOICE REGISTER FOR CITY OF OAKBROOK TERRACE

EXP CHECK RUN DATES 11/11/2025 - 11/11/2025

POSTED AND UNPOSTED

OPEN AND PAID

Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted PO Number Post Date
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Vendor JETBRITE - Jet Brite Car Wash, Inc.

2A0F127C-0019

0000024213	Jet Brite Car Wash, Inc. 63 CAR WASHES - 9/16-10/15/2025 01-02-5663-00	11/03/2025 ALOZANO VEHICLE MAINT. & REPAIR		189.00 189.00	189.00	open	Y 11/11/2025
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Total Vendor JETBRITE - Jet Brite Car Wash, Inc.

189.00	189.00
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Vendor J SULLIVAN - JOHN SULLIVAN

001

0000024198	JOHN SULLIVAN DEP. FOR SANTA SERVICE - HOLIDAY PARTY 2 JESPOSITO 01-01-5780-03	11/01/2025 CHRISTMAS EVENT		100.00 100.00	100.00	open	Y 11/11/2025
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Total Vendor J SULLIVAN - JOHN SULLIVAN

100.00	100.00
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Vendor JX Entrp - JX Enterprises, Inc.

2550025S

0000024199	JX Enterprises, Inc. 2019 PETERBILT SVC. & INSPECTION BATTERY JESPOSITO 01-04-5663-00	10/24/2025 VEHICLE MAINT. & REPAIR		3,679.49 3,679.49	3,679.49	Open	Y 11/11/2025
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2550025S.02

0000024200	JX Enterprises, Inc. 2019 PETERBILT SVC. & INSPECTION BRAKE C JESPOSITO 01-04-5663-00	10/24/2025 VEHICLE MAINT. & REPAIR		3,449.02 3,449.02	3,449.02	Open	Y 11/03/2025
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Total Vendor JX Entrp - JX Enterprises, Inc.

7,128.51	7,128.51
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Vendor MinoltaC - Konica Minolta Business Soluti

9010645152

0000024230	Konica Minolta Business Soluti PSB COPIER MAINTENANCE 01-04-5660-00	10/25/2025 JESPOSITO EQUIPMENT MAINT & REPAIR		7.61 7.61	7.61	Open	Y 11/11/2025
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Total Vendor MinoltaC - Konica Minolta Business Soluti

7.61	7.61
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Vendor VALERY - LANOTTE, VALERY

INVOICE REGISTER FOR CITY OF OAKBROOK TERRACE

EXP CHECK RUN DATES 11/11/2025 - 11/11/2025
POSTED AND UNPOSTED
OPEN AND PAID

Invoice Number Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date	PO Number
Vendor VALERY - LANOTTE, VALERY								
121225-A 0000024229	LANOTTE, VALERY FACE PAINTER DEPOSIT - CHILDREN'S HOLIDAY JESPOSITO 01-01-5780-03	11/06/2025 CHRISTMAS EVENT		100.00 100.00	100.00	Open	Y 11/11/2025	
Total Vendor VALERY - LANOTTE, VALERY				100.00	100.00			
Vendor FIOTI - Law Offices of John L. Fiotti								
OBT 10-25 0000024221	Law Offices of John L. Fiotti CITY PROSECUTIONS 01-01-5672-00	10/31/2025 JESPOSITO DUI Prosecution and Local Ordinances Pro		2,973.75 2,973.75	2,973.75	Open	Y 11/11/2025	000002389
OBT DUI 10-25 0000024222	Law Offices of John L. Fiotti DUI PROSECUTIONS - OCT. 25 01-01-5672-00	10/31/2025 JESPOSITO DUI Prosecution and Local Ordinances Pro		975.00 975.00	975.00	Open	Y 11/11/2025	000002389
Total Vendor FIOTI - Law Offices of John L. Fiotti				3,948.75	3,948.75			
Vendor MECO - MECO Consulting Group LLC								
1742 0000024205	MECO Consulting Group LLC COMMUNICATION SERVICES - OCT. 2025 01-01-5668-00	11/03/2025 JESPOSITO FY26 Communications Services		2,450.00 2,450.00	2,450.00	Open	Y 11/11/2025	000002413
Total Vendor MECO - MECO Consulting Group LLC				2,450.00	2,450.00			
Vendor Midwest3 - Midwest Mechanical								
112177694 0000024158	Midwest Mechanical BOILER DIAGNOSTICS AT PSB 01-04-5660-00	10/28/2025 CWARD EQUIPMENT MAINT & REPAIR		658.00 658.00	658.00	Open	Y 11/11/2025	
Total Vendor Midwest3 - Midwest Mechanical				658.00	658.00			
Vendor Minute - Minuteman Press								

INVOICE REGISTER FOR CITY OF OAKBROOK TERRACE

EXP CHECK RUN DATES 11/11/2025 - 11/11/2025

POSTED AND UNPOSTED

OPEN AND PAID

Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted PO Number Post Date
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Vendor Minute - Minuteman Press

127746 0000024201	Minuteman Press VETERANS DAY POSTCARDS 01-01-5780-02	10/28/2025 JESPOSITO VETERANS DAY		1,120.89 1,120.89	1,120.89	Open	Y 11/11/2025
127769 0000024206	Minuteman Press FIN. MGR. BUSINESS CARDS 01-11-5600-00	10/31/2025 JESPOSITO PROFESSIONAL/TECHNICAL SERVICE		112.67 112.67	112.67	Open	Y 11/11/2025
127459 0000024224	Minuteman Press PD BUSINESS CARDS 01-02-5720-00	08/22/2025 JESPOSITO PRINTING		133.10 133.10	133.10	Open	Y 11/11/2025
127393 0000024225	Minuteman Press PD BUSINESS CARD - CASINO 01-02-5720-00	08/08/2025 JESPOSITO PRINTING		45.10 45.10	45.10	Open	Y 11/11/2025
127599 0000024227	Minuteman Press PUMPKINS IN THE PARK MAILERS 01-01-5780-01	09/26/2025 JESPOSITO PUMPKINS IN PARK		949.11 949.11	949.11	Open	Y 11/11/2025

Total Vendor Minute - Minuteman Press

2,360.87	2,360.87
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Vendor NYMellon - New York Mellon The Bank of

OAKBRKTERR06 0000024180	The Bank of New York Mellon SSA#2 UNLIMITED AD VALOREM SPECIAL TAX B 04-12-7170-00 04-12-7170-01	10/17/2025 JESPOSITO BOND INTEREST BOND PRIN PYMT		46,125.00 1,125.00 45,000.00	46,125.00	Open	Y 11/11/2025
OAKBTER13 0000024181	The Bank of New York Mellon GEN. OBLIGATION REFUND BONDS, SERIES 201 09-12-7170-00 09-12-7170-01	10/17/2025 JESPOSITO BOND Interest Bond Principal		329,950.00 19,950.00 310,000.00	329,950.00	Open	Y 11/11/2025

INVOICE REGISTER FOR CITY OF OAKBROOK TERRACE

EXP CHECK RUN DATES 11/11/2025 - 11/11/2025

POSTED AND UNPOSTED

OPEN AND PAID

Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted PO Number Post Date
Vendor NYMellon - New York Mellon The Bank of							
OBT CITY GORFDG							
0000024182	The Bank of New York Mellon	10/17/2025		210,235.00	210,235.00	Open	Y
	GEN. OBLIGATION REFUND BONDS, SERIES 202 JESPOSITO						11/11/2025
	12-12-7170-00	BOND INTEREST		20,235.00			
	12-12-7171-00	BOND PRINCIPAL		190,000.00			
Total Vendor NYMellon - New York Mellon The Bank of				586,310.00	586,310.00		
Vendor Nicor1 - Nicor Gas Bill Payment Center							
10003 - SEPT. 2							
0000024202	Bill Payment Center Nicor Gas	10/08/2025		154.27	154.27	Open	Y
	CH SERVICE - 9/9-10/8/25	JESPOSITO					11/11/2025
	01-04-5758-00	UTILITIES		154.27			
Total Vendor Nicor1 - Nicor Gas Bill Payment Center				154.27	154.27		
Vendor Packey - Packey Webb Ford							
176554							
0000024162	Packey Webb Ford	10/30/2025		250.88	250.88	Open	Y
	SQUAD TIRE PRESSURE SENSORS	CWARD					11/11/2025
	01-02-5663-00	VEHICLE MAINT. & REPAIR		250.88			
C85103							
0000024203	Packey Webb Ford	09/08/2025		538.43	538.43	Open	Y
	DIAGNOSE/REPAIR FOR INTERCEPTOR	JESPOSITO					11/11/2025
	01-02-5663-00	VEHICLE MAINT. & REPAIR		538.43			
Total Vendor Packey - Packey Webb Ford				789.31	789.31		
Vendor porter - Porter Lee Corporation							
32641							
0000024210	Porter Lee Corporation	11/04/2025		147.76	147.76	Open	Y
	LABELS/RIBBON FOR EVIDENCE PRINTER	ALOZANO					11/11/2025
	01-02-6130-00	SUPPLIES		147.76			
Total Vendor porter - Porter Lee Corporation				147.76	147.76		
Vendor oherron - Ray O'Herron Co. Inc.							

INVOICE REGISTER FOR CITY OF OAKBROOK TERRACE

EXP CHECK RUN DATES 11/11/2025 - 11/11/2025

POSTED AND UNPOSTED

OPEN AND PAID

Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted PO Number Post Date
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Vendor oherron - Ray O'Herron Co. Inc.

2441112

0000024169	Ray O'Herron Co. Inc. OFC. TOMOPOULOS - PANTS 01-02-5715-00	10/24/2025 ALOZANO		187.18	187.18	Open	Y 11/11/2025
		UNIFORM ALLOWANCE		187.18			

24442377

0000024170	Ray O'Herron Co. Inc. OFC. ELSNER - CHEVRONS 01-02-5715-00	10/30/2025 ALOZANO		16.00	16.00	Open	Y 11/11/2025
		UNIFORM ALLOWANCE		16.00			

2443035

0000024215	Ray O'Herron Co. Inc. SHIRT / PANTS - CANSINO 01-02-5715-00	11/04/2025 ALOZANO		249.46	249.46	Open	Y 11/11/2025
		UNIFORM ALLOWANCE		249.46			

2443030

0000024216	Ray O'Herron Co. Inc. SHIRTS / SERVICE BARS - TOMOPOULOS 01-02-5715-00	11/04/2025 ALOZANO		176.30	176.30	Open	Y 11/11/2025
		UNIFORM ALLOWANCE		176.30			

Total Vendor oherron - Ray O'Herron Co. Inc.

628.94	628.94
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Vendor hinsdale - Reclamation District Flagg Creek Water

111731 - SEPT.

0000024204	Flagg Creek Water Reclamation Distr PSB SANITARY SERVICE 01-04-5758-00	10/28/2025 CWARD		36.22	36.22	Open	Y 11/11/2025
		UTILITIES		36.22			

08467 - SEPT. 2

0000024212	Flagg Creek Water Reclamation Distr SEWER SERVICE FEE 01-02-5758-00	10/28/2025 ALOZANO		29.92	29.92	Open	Y 11/11/2025
		PD SEWER FEE - 08/28-09/30/2025		29.92			

8408 - SEPT. 20

0000024231	Flagg Creek Water Reclamation Distr WMF SEWER FEE - SEPT. 2025 03-12-5758-00	10/28/2025 JESPOSITO		26.11	26.11	Open	Y 11/11/2025
		UTILITIES		26.11			

8427 - SEPT. 20

0000024232	Flagg Creek Water Reclamation Distr CH SEWER FEE - SEPT. 2025 01-04-5758-00	10/28/2025 JESPOSITO		29.48	29.48	Open	Y 11/11/2025
		UTILITIES		29.48			

INVOICE REGISTER FOR CITY OF OAKBROOK TERRACE
 EXP CHECK RUN DATES 11/11/2025 - 11/11/2025
 POSTED AND UNPOSTED
 OPEN AND PAID

Invoice Number Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date	PO Number
Vendor hinsdale - Reclamation District Flagg Creek Water								
8467 - SEPT. 20								
0000024233	Flagg Creek Water Reclamation Distr	10/28/2025		29.92	29.92	Open	Y	
	PD SEWER FEE - SEPT. 2025	JESPOSITO					11/01/2025	
	01-02-5758-00	UTILITIES		29.92				
Total Vendor hinsdale - Reclamation District Flagg Creek Water				151.65	151.65			
Vendor Shorewd - Shorewood Home & Auto Inc								
03-473572								
0000024226	Shorewood Home & Auto Inc	06/24/2025		378.07	378.07	Open	Y	
	MOWER WEIGHT KIT	CWARD					11/11/2025	
	01-04-5660-00	EQUIPMENT MAINT & REPAIR		378.07				
Total Vendor shorewd - Shorewood Home & Auto Inc				378.07	378.07			
Vendor Storino - Storino Ramello & Durkin								
94046								
0000024238	Storino Ramello & Durkin	10/01/2025		27,137.75	27,137.75	Open	Y	0000002412
	LEGAL FEES	JESPOSITO					11/11/2025	
	01-01-5671-00	General Legal Services		21,067.15				
	01-01-5673-00	Litigation Services		2,515.55				
	01-01-5674-00	Labor Relations Services		3,555.05				
Total Vendor Storino - Storino Ramello & Durkin				27,137.75	27,137.75			
Vendor SUBURB - Suburban Laboratories, Inc.								
GA5005264								
0000024208	SUBURBAN LABORATORIES, INC.	11/04/2025		325.00	325.00	Open	Y	
	COLIFORM BACTERIA SAMPLING AND HAA TTHM	CWARD					11/11/2025	
	03-12-5600-00	PROFESSIONAL/TECHNICAL SERVICE		325.00				
Total Vendor SUBURB - Suburban Laboratories, Inc.				325.00	325.00			
Vendor Tintz - Tintz Plus Inc								
10302025								
0000024166	Tintz Plus Inc	10/30/2025		360.00	360.00	Open	Y	
	TINTS FOR NEW SQUAD CAR	ALOZANO					11/11/2025	
	01-02-5663-00	VEHICLE MAINT. & REPAIR		360.00				
Total Vendor Tintz - Tintz Plus Inc								

INVOICE REGISTER FOR CITY OF OAKBROOK TERRACE

EXP CHECK RUN DATES 11/11/2025 - 11/11/2025

POSTED AND UNPOSTED

OPEN AND PAID

Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted PO Number Post Date
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Vendor Tintz - Tintz Plus Inc

				360.00	360.00		
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Vendor usablue - USA Blue Book

INV00778807

0000024209	USA Blue Book HIGH VIS VESTS 01-04-6190-00	07/25/2025 CWARD NON-CAPITAL EQUIPMENT		72.81	72.81	Open	Y 11/11/2025
				72.81			

Total Vendor usablue - USA Blue Book

				72.81	72.81		
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Vendor westmech - Westside Mechanical, Inc.

S242192

0000024173	Westside Mechanical, Inc. CITY HALL BOILER REPAIR 01-04-5770-00	10/31/2025 CWARD BUILDING MAINTENANCE		1,590.41	1,590.41	Open	Y 11/11/2025
				1,590.41			

S242167

0000024174	Westside Mechanical, Inc. PUBLIC SERVICES BUILDING BOILER 01-04-5770-00	10/31/2025 CWARD BUILDING MAINTENANCE		450.00	450.00	Open	Y 11/11/2025
				450.00			

S242162

0000024175	Westside Mechanical, Inc. CITY HALL WEST RTU INDUCER MOTOR REPLACE CWARD 01-04-5770-00	10/31/2025 BUILDING MAINTENANCE		3,165.87	3,165.87	Open	Y 11/11/2025
				3,165.87			

Total Vendor westmech - Westside Mechanical, Inc.

				5,206.28	5,206.28		
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of Invoices: 76 # Due: 75

of Credit Memos: 0 # Due: 0

Net of Invoices and Credit Memos:

Totals:

Totals:

811,153.47

0.00

811,153.47

* 1 Net Invoices have Credits Totalling:

(2,025.40)

--- TOTALS BY FUND ---

01 CORPORATE FUND

167,503.89

03 WATER FUND

57,188.42

04 SSA DEBT SERVICE

46,125.00

09 CAPITAL IMPROVEMENTS FUND

330,101.16

INVOICE REGISTER FOR CITY OF OAKBROOK TERRACE

EXP CHECK RUN DATES 11/11/2025 - 11/11/2025

POSTED AND UNPOSTED

OPEN AND PAID

Invoice Number

Inv Ref #

Vendor

Description

GL Distribution

Invoice Date

Due Date

Entered By

Invoice Amount

Amount Due Status

Posted PO Number

Post Date

12 2012 Debt Service for Bus Dist

210,235.00

210,235.00

--- TOTALS BY DEPT/ACTIVITY ---

00

4,033.23

4,033.23

01 EXECUTIVE MANAGEMENT

48,642.98

48,642.98

02 PUBLIC SAFETY

74,680.57

74,680.57

03 BUILDING & ZONING

7,762.20

7,762.20

04 PUBLIC WORKS

22,885.45

22,885.45

10 POLICE COMMISSION

38.00

38.00

11 FINANCE

9,461.46

9,461.46

12 OPERATING

643,649.58

643,649.58

ORDINANCE NO. 25 – 35

**AN ORDINANCE AMENDING THE PROVISIONS OF CHAPTER 35 ENTITLED
“TAXES” OF TITLE III ENTITLED “ADMINISTRATION” OF THE CODE OF
OAKBROOK TERRACE, ILLINOIS, BY IMPOSING A
MUNICIPAL GROCERY RETAILERS’ OCCUPATION TAX AND A
MUNICIPAL GROCERY SERVICE OCCUPATION TAX**

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, Section 1-2-1 of the Illinois Municipal Code, 65 ILCS 5/1-2-1, authorizes the corporate authorities of the City to pass all ordinances and make all rules and regulations proper or necessary, to carry into effect the powers granted to the City, with such fines or penalties as may be deemed proper;

WHEREAS, the Municipal Grocery Occupation Tax Law codified as Section 8-11-24 of the Illinois Municipal Code, 65 ILCS 5/8-11-24, authorizes the corporate authorities of the City to impose a tax, to be effective or after January 1, 2026, upon all persons engaged in the business of selling groceries at retail in the City at the rate of one percent (1%) of the gross receipts from the sales of the groceries (the “Municipal Grocery Retailers’ Occupation Tax”);

WHEREAS, the Municipal Grocery Retailers’ Occupation Tax, the Municipal Grocery Service Occupation Tax and all civil penalties that may be assessed as an incident of the taxes are to be administered, collected and enforced by the Illinois Department of Revenue;

WHEREAS, Section 8-11-24 of the Illinois Municipal Code, 65 ILCS 5/8-11-24, requires any municipality imposing a Municipal Grocery Retailers’ Occupation Tax to also impose a Service Occupation Tax at the same rate, upon all persons engaged in the City, in the business of making sales of service, who, as an incident to making those sales of service, transfer groceries as an incident to a sale of service (the “Municipal Grocery Service Occupation Tax”); and

WHEREAS, the City Council has determined that it is desirable, necessary and in the best interests of the City and its residents that the City amend the Code of Oakbrook Terrace, Illinois, to impose both a Municipal Grocery Retailers’ Occupation Tax and a Municipal Grocery Service Occupation Tax as permitted by Section 8-11-24 of the Illinois Municipal Code, 65 ILCS 5/8-11-24;

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

Section 1: Recitals. 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: Adoption of Municipal Grocery Retailers' Occupation Tax. Chapter 35 Entitled "Taxes" of Title III Entitled "Administration" of the Code of Oakbrook Terrace, Illinois, as amended, is hereby further amended by adding thereto a subchapter entitled "Municipal Grocery Retailers' Occupation Tax" and Sections 35.160 entitled "MUNICIPAL GROCERY RETAILERS' OCCUPATION TAX IMPOSED; RATE," 35.161 entitled "COLLECTION OF TAX" and 35.162 entitled "EFFECTIVE DATE" to read as follows:

Municipal Grocery Retailers' Occupation Tax

§ 35.160 MUNICIPAL GROCERY RETAILERS' OCCUPATION TAX IMPOSED; RATE. A tax is hereby imposed upon all persons engaged in the business of selling groceries at retail in the City at the rate of one percent (1%) of the gross receipts from such sales made in the course of such business.

§ 35.161 COLLECTION OF TAX. The tax imposed by Section 35.160 shall be remitted by all persons engaged in the business of selling groceries at retail in the City to the Illinois Department of Revenue. Any tax required to be collected pursuant to or as authorized by Section 35.160 and any such tax collected by a retailer and required to be remitted to the Illinois Department of Revenue shall constitute a debt owed by the retailer to the State of Illinois. The taxes hereby imposed, and all civil penalties that may be assessed as an incident thereto, shall be collected and enforced by the Illinois Department of Revenue. The Illinois Department of Revenue shall have full power to administer and enforce the tax imposed by Section 35.160.

§ 35.162 EFFECTIVE DATE. The tax imposed by Section 35.160 shall take effect on the later of: (i) January 1, 2026; (ii) the first day of July next following the adoption and filing of this ordinance with the Illinois Department of Revenue, if filed on or before the preceding first day of April; or (iii) the first day of January next following the adoption and filing of this ordinance with the Illinois Department of Revenue, if filed on or before the preceding first day of October.

Section 3: Adoption of Municipal Grocery Retailers' Occupation Tax. Chapter 35 Entitled "Taxes" of Title III Entitled "Administration" of the Code of Oakbrook Terrace, Illinois, as amended, is hereby further amended by adding thereto a subchapter entitled "Municipal Grocery Retailers' Occupation Tax" and Sections 35.170 entitled "MUNICIPAL GROCERY SERVICE OCCUPATION TAX IMPOSED; RATE," 35.171 entitled "COLLECTION OF TAX" and 35.172 entitled "EFFECTIVE DATE" to read as follows:

Municipal Grocery Service Occupation Tax

§ 35.170 MUNICIPAL GROCERY SERVICE OCCUPATION TAX IMPOSED; RATE. A tax is hereby imposed upon all persons engaged in the City in the business of making sales of service, who, as an incident to making those sales of service, transfer groceries as an incident to a sale of service at the rate of one percent (1%) of the selling price from such sales made in the course of such business.

§ 35.171 COLLECTION OF TAX. The tax imposed by Section 35.170 shall be remitted by all persons engaged in the business in the City of making sales of service, who,

as an incident to making those sales of service, transfer groceries as an incident to a sale of service to the Illinois Department of Revenue. Any tax required to be collected pursuant to or as authorized by Section 35.170 and any such tax collected by a service person and required to be remitted to the Illinois Department of Revenue shall constitute a debt owed by the service person to the State of Illinois. The taxes hereby imposed, and all civil penalties that may be assessed as an incident thereto, shall be collected and enforced by the Illinois Department of Revenue. The Illinois Department of Revenue shall have full power to administer and enforce the tax imposed by Section 35.170.

§ 35.172 EFFECTIVE DATE. The tax imposed by Section 35.170 shall take effect on the later of: (i) January 1, 2026; (ii) the first day of July next following the adoption and filing of this ordinance with the Illinois Department of Revenue, if filed on or before the preceding first day of April; or (iii) the first day of January next following the adoption and filing of this ordinance with the Illinois Department of Revenue, if filed on or before the preceding first day of October.

Section 4: Severability. 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 this ordinance.

Section 5: Repealer. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of the conflict.

Section 6: Filing of Ordinance. Once approved, the City Clerk shall be and is hereby directed and authorized to certify a copy of this ordinance and to promptly file a certified copy of this ordinance with the Illinois Department of Revenue.

[The remainder of this page is left blank intentionally.]

Section 7: Effective Date. This ordinance shall be in full force and effect after its passage, approval and publication in pamphlet form on January 1, 2026.

ADOPTED this 11th day of November 2025, pursuant to a roll call vote as follows:

AYES: _____
NAYS: _____
ABSENT: _____
ABSTENTION: _____

APPROVED by me this 11th day of November 2025.

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

ATTESTED and filed in my office,
this 11th day of November 2025.

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

CERTIFICATION OF ORDINANCE

I, Michael Shadley, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of Oakbrook Terrace, DuPage County, Illinois (the “City”), and that as such official, I am the keeper of the records and files of the City Council of the City (the “Corporate Authorities”).

I do further certify that the foregoing is a full, true and complete copy of Ordinance No. 25 - _____ entitled:

***AN ORDINANCE AMENDING THE PROVISIONS OF CHAPTER 35 ENTITLED
“TAXES” OF TITLE III ENTITLED “ADMINISTRATION” OF THE CODE OF
OAKBROOK TERRACE, ILLINOIS, BY IMPOSING A
MUNICIPAL GROCERY RETAILERS’ OCCUPATION TAX AND A
MUNICIPAL GROCERY SERVICE OCCUPATION TAX***

A true, correct and complete copy of said ordinance was passed and approved at a meeting of the Corporate Authorities held on the 11th day of November.

I do further certify that on the 11th day of November said ordinance was published in pamphlet form as authorized and directed by the Corporate Authorities.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the City, this 11th day of November.

Michael Shadley, Clerk
City of Oakbrook Terrace, Illinois



Interdepartmental Memo

To: Mayor Esposito and City Council
From: Tanya Walker, City Administrator
Re: 2025 Property Tax Levy Estimate
Date: November 11, 2025

Each year, the first step of the tax levy process involves adopting a tax levy estimate for purposes of holding a public hearing (if required).

Although Oakbrook Terrace is a home rule community, the City Code contains a provision placing the City under similar limitations imposed by the property tax cap. Pursuant to PTELL (Property Tax Extension Limitation Law), two factors determine how much the City can increase its levy by each year: the equalized assessed valuation (EAV) of new construction and the year-over-year change in inflation (as measured by the Consumer Price Index or CPI).

As shown on the Exhibit A, after two consecutive years of low inflation (levy years 2015-2016), CPI returned to more of a historical norm in 2017 of 2.1%. After holding right around 2.0% in levy years 2018 through 2020, CPI fell to 1.4% in 2021, before skyrocketing to 7% (capped at 5% - lessor of 5% or CPI per PTELL) in 2022 followed by 6.5% in 2023. As of 2025 CPI beginning to slowly reduce and as of today is at 2.9%. For this year's levy new construction EAV is currently estimated by DuPage County at \$117,110 which would generate additional property tax proceeds of \$428.53 for the City, for an estimated grand total of \$32,177.04 in additional property taxes that could be levied under PTELL.

The City's actuary, Foster and Foster, recommended a 2025 Police Pension levy of \$1,324,232 which is \$96,030 less than last year's recommendation of \$1,420,262. The decrease is attributable to the lower normal cost due to a smaller active population, the application of the open amortization method and favorable plan experience. As you can see, the Total Recommended Contribution shows a decrease from the May 1, 2024 actuarial valuation report. The decrease is mainly attributable to net favorable plan experience and the application of the open amortization method. The increase was offset in part by an increase in normal cost and the natural increase in amortization payment due to the payroll growth assumption. Plan experience was favorable overall on the basis of the plan's actuarial assumptions. Sources of actuarial gain included inactive mortality experience, an investment return of 7.65% (Actuarial Asset Basis) which exceeded the 6.50% assumption, and an average salary increase of 2.29% which fell short of the 5.09% assumption.

Beginning in 2016, Public Act 96-1495 authorizes the Illinois Comptroller to withhold local government distributions to municipalities that do not fund the full actuarial recommendation for the police pension. Accordingly, the City has no choice, but to finance the police pension or face reductions in state shared taxes. Furthermore, this Act requires the City to achieve a 90% funded actuarial liability by April 30, 2040. The City is on target to be 100% funded in 2040. The current funding level of the Police Pension Fund is 83.1% (as calculated by dividing the market value of assets of \$23,877,536 by the accrued liability of \$37,597,791), which is up from last year's funding level of 76.2%.

Based on the information presented above, it is the recommendation of staff that the City increase its levy by 2.9%. An increase of 2.9% over last year's property tax extension would bring this year's requested levy to \$1,142,158 an increase of \$32,177.29. Inclusion of new construction in the amount of \$428.53, brings the total levy request to \$1,142,158.82, an increase of 2.90% over the \$1,109,553 extended last year.

A tentative timeline for the 2025 tax levy process is presented below:

- November 11th (City Council) - Tax Levy Estimate review and approval
 - Tax Levy Estimate must be adopted 20 days prior to City Council approval of levy
- December 9th (City Council) - Approval of the Tax Levy Ordinance
 - Must be filed with Dupage County before the last Tuesday in December (December 31^h)

Illinois Dept. of Revenue
History of CPI's Used for the PTELL
01/15/2025

Year	December CPI-U	% Change From Previous December	% Use for PTELL	Comments	Levy Year	Years Taxes Paid
1991	137.900	--				
1992	141.900	2.9%	2.9%		1993	1994
1993	145.800	2.7%	2.7%	(5 % for Cook)	1994	1995
1994	149.700	2.7%	2.7%		1995	1996
1995	153.500	2.5%	2.5%		1996	1997
1996	158.960	3.6%	3.6%		1997	1998
1997	161.300	1.5%	1.5%		1998	1999
1998	163.900	1.6%	1.6%		1999	2000
1999	168.300	2.7%	2.7%		2000	2001
2000	174.000	3.4%	3.4%		2001	2002
2001	176.700	1.6%	1.6%		2002	2003
2002	180.900	2.4%	2.4%		2003	2004
2003	184.300	1.9%	1.9%		2004	2005
2004	190.300	3.3%	3.3%		2005	2006
2005	196.800	3.4%	3.4%		2006	2007
2006	201.800	2.5%	2.5%		2007	2008
2007	210.036	4.08%	4.1%		2008	2009
2008	210.228	0.1%	0.1%		2009	2010
2009	215.949	2.7%	2.7%		2010	2011
2010	219.179	1.5%	1.5%		2011	2012
2011	225.672	3.0%	3.0%		2012	2013
2012	229.601	1.7%	1.7%		2013	2014
2013	233.049	1.5%	1.5%		2014	2015
2014	234.812	0.8%	0.8%		2015	2016
2015	236.525	0.7%	0.7%		2016	2017
2016	241.432	2.1%	2.1%		2017	2018
2017	246.524	2.1%	2.1%		2018	2019
2018	251.233	1.9%	1.9%		2019	2020
2019	256.974	2.3%	2.3%		2020	2021
2020	260.474	1.4%	1.4%		2021	2022
2021	278.802	7.0%	5.0%		2022	2023
2022	296.797	6.5%	5.0%		2023	2024
2023	306.746	3.4%	3.4%		2024	2025
2024	315.605	2.9%	2.9%		2025	2026

Printed by the authority of the State of Illinois, electronic only, one copy.

ORDINANCE NO. 25 - XX**AN ORDINANCE FOR THE LEVYING, ASSESSMENT AND COLLECTION OF TAXES IN THE AMOUNT OF
\$1,142,159 FOR THE FISCAL YEAR BEGINNING MAY 1, 2025 AND ENDING APRIL 30, 2026 FOR THE CITY OF
OAKBROOK TERRACE, DUPAGE COUNTY, ILLINOIS****BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OAKBROOK TERRACE, DUPAGE COUNTY, ILLINOIS THAT:**

SECTION 1: That for the purpose of paying certain corporate expenses of the City of Oakbrook Terrace, DuPage County, Illinois, for the fiscal year beginning May 1, 2025 and ending April 30, 2026, as set forth in the Annual Budget, passed and approved by the City Council on April 22, 2025 there is hereby levied upon all of the taxable property within the corporate limits of the City of Oakbrook Terrace, DuPage County, Illinois, the following sums of money for the following purposes and objects hereinafter described.

The column headed "Total Budgeted" represents the sum budgeted for each particular purpose. The sum of sums in the column headed "From Tax Levy" represents the sum of money to be collected from the new tax levy. The balance, if any, from each sum budgeted shall be collected or taken from any surplus on hand and the other sources of revenue of the City of Oakbrook Terrace.

CORPORATE FUND

	<u>Total Budgeted</u>	<u>Collected From Other Sources</u>	<u>From Tax Levy</u>
<u>EXECUTIVE ADMINISTRATION</u>			
SALARIES	\$ 428,791	\$ 428,791	\$ -
PAYROLL TAXES	28,722	28,722	
IMRF	34,861	34,861	
457b	-	-	
HSA ACCOUNT	5,120	5,120	
HEALTH & LIFE INSURANCE	46,374	46,374	
DENTAL INSURANCE	3,060	3,060	
UNEMPLOYMENT INSURANCE	2,000	2,000	
PROFESSIONAL SERVICES	45,000	45,000	
CODIFICATION	15,000	15,000	
MEMBERSHIP & ASSOC FEES	12,000	12,000	
TRAINING/CONFERENCES	15,000	15,000	
IT SERVICES	20,000	20,000	
MEETING	4,000	4,000	
ADVERTISING & PUBLICATIONS	1,000	1,000	
NEWSLETTER	16,000	16,000	
RISK MANAGEMENT INSURANCE	122,789	122,789	
WORKERS COMPENSATION INSURANCE	26,124	26,124	
EMPLOYEE ASSISTANCE PROGRAM	10,500	10,500	
WELLNESS PROGRAM	5,000	5,000	
EQUIPMENT LEASE & RENTAL	500	500	
EQUIPMENT MAINT. & REPAIR	3,500	3,500	
EQUIP. SERV. AGREEMENT	1,700	1,700	
PHONE SERVICE	10,000	10,000	
COMMUNICATIONS	25,000	25,000	
GENERAL LEGAL SERVICES	150,000	150,000	
PROSECUTIONS	55,000	55,000	
LITIGATION	100,000	100,000	
SALES TAX AUDIT CONTINGENCY	2,500	2,500	
LABOR RELATIONS	65,000	65,000	
ADMINISTRATIVE HEARING SERVICES	3,500	3,500	
CONTINGENCY	30,000	30,000	
PUBLIC INFORMATION	3,000	3,000	
SPECIAL EVENTS PROGRAMMING	103,100	103,100	
JULY 4TH	85,000	85,000	
SPONSORSHIPS	3,500	3,500	
LIBRARY SERVICES	25,000	25,000	
RESIDENTS SECURITY REBATE	6,000	6,000	
BOOKS & PUBLICATIONS	500	500	
OFFICE SUPPLIES	5,000	5,000	
SUPPLIES	5,000	5,000	
SOFTWARE	5,000	5,000	
HARDWARE	15,000	15,000	
RECOGNITION	11,000	11,000	
POSTAGE	2,000	2,000	
TOTAL \$	1,657,141	\$ 1,657,141	\$ -
<u>POLICE COMMISSION</u>			
SALARIES	\$ 6,600	\$ 6,600	\$ -
PAYROLL TAXES	505	505	
PROFESSIONAL SERVICES	1,500	1,500	
MEMBERSHIP & ASSOC FEES	500	500	
ADVERTISING & PUBLICATION FEES	500	500	
TESTING & EXAMINATION	17,500	17,500	
BOOKS & PUBLICATIONS	60	60	
OFFICE SUPPLIES	200	200	
SUPPLIES	5,000	5,000	
POSTAGE	200	200	
TOTAL \$	32,565	\$ 32,565	\$ -

	<u>Total Budgeted</u>		<u>Collected From</u>		<u>From Tax Levy</u>
			<u>Other Sources</u>		
<u>PUBLIC SAFETY</u>					
SALARIES	\$	2,909,344	\$	2,909,344	\$ -
SALARIES - Overtime		332,500		332,500	
COURT TIME		24,050		24,050	
SALARIES - Holiday		83,215		83,215	
SALARIES - Vac Buy Back		25,000		25,000	
SICK LEAVE BUY BACK		8,469		8,469	
TOP OF THE RANGE		5,000		5,000	
PAYROLL TAXES		228,328		228,328	
IMRF		47,565		47,565	
HEALTH, DENTAL & LIFE INSURANCE		929,040		929,040	
POLICE PENSION		1,420,262		1,420,262	
UNEMPLOYMENT INSURANCE		9,050		9,050	
PROFESSIONAL SERVICES		5,000		5,000	
TRAINING & CONFERENCES		61,063		61,063	
CONTINUING EDUCATION		3,500		3,500	
IT SERVICES		40,000		40,000	
MEMBERSHIP & ASSOC FEES		1,055		1,055	
SUPPORT SERVICES		21,346		21,346	
CRIME FREE HOUSING		300		300	
EQUIPMENT LEASE & RENTAL		1,530		1,530	
EQUIPMENT MAINT. & REPAIR		13,915		13,915	
VEHICLE MAINT. & REPAIR		45,000		45,000	
PHONE SERVICE		7,500		7,500	
COMMUNICATIONS		12,500		12,500	
DUCOMM		313,443		313,443	
ANIMAL CONTROL		985		985	
FILING FEES		1,000		1,000	
UNIFORM ALLOWANCE		63,550		63,550	
PRINTING		2,000		2,000	
UTILITIES		6,000		6,000	
BUILDING MAINTENANCE		47,300		47,300	
SPECIAL EVENTS		10,000		10,000	
BOOKS & PUBLICATIONS		600		600	
OFFICE SUPPLIES		6,000		6,000	
OFFICE FURNITURE		10,000		10,000	
TOWING EXPENSES		500		500	
SUPPLIES		5,000		5,000	
SOFTWARE		2,240		2,240	
HARDWARE		5,096		5,096	
POSTAGE		1,500		1,500	
FUEL		54,000		54,000	
NON-CAPITAL EQUIPMENT		30,475		30,475	
TOTAL \$		6,820,519	\$	6,820,519	\$ -

BUILDING & ZONING

SALARIES	\$	335,640	\$	335,640	\$ -
PAYROLL TAXES		26,477		26,477	
IMRF		42,155		42,155	
HEALTH & LIFE INSURANCE		99,266		99,266	
DENTAL INSURANCE		2,500		2,500	
UNEMPLOYMENT INSURANCE		1,407		1,407	
PROFESSIONAL SERVICES		70,000		70,000	
CITY ENGINEER		15,000		15,000	
TRAINING CONFERENCES		2,400		2,400	
IT SERVICES		5,000		5,000	
MEMBERSHIP & ASSOC FEES		1,000		1,000	
CODE ENFORCEMENT		9,500		9,500	
EQUIPMENT LEASE & RENTAL		380		380	
EQUIPMENT MAINT. & REPAIR		1,300		1,300	
PHONE SERVICE		3,300		3,300	
COMMUNICATIONS		1,615		1,615	
ECONOMIC STIMULUS PROGRAM		145,000		145,000	
PUBLIC INFORMATION		1,770		1,770	
PUBLIC HEARING EXPENSE		4,000		4,000	
BOOKS & PUBLICATIONS		200		200	
OFFICE SUPPLIES		1,000		1,000	
SUPPLIES		2,000		2,000	
SOFTWARE		6,500		6,500	
HARDWARE		1,700		1,700	
POSTAGE		750		750	
TOTAL \$		779,860	\$	779,860	\$ -

TOURISM

MEMBERSHIP & ASSOCIATION FEES	\$	82,678	\$	82,678	\$ -
DCVB MARKETING CAMPAIGN	\$	100,000	\$	100,000	
EVENT SPONSORSHIP		25,000		25,000	
OAKBROOK TERRACE HISTORICAL SOCIETY		7,500		7,500	
TOTAL \$		215,178	\$	215,178	\$ -

FINANCE

SALARIES	\$	393,472	\$	393,472	\$ -
PAYROLL TAXES		29,590		29,590	
IMRF		32,840		32,840	
HEALTH & LIFE INSURANCE		90,785		90,785	
DENTAL INSURANCE		3,000		3,000	

	<u>Total Budgeted</u>	<u>Collected From Other Sources</u>	<u>From Tax Levy</u>
UNEMPLOYMENT INSURANCE	1,500	1,500	
PROFESSIONAL SERVICES	100,000	100,000	
INVESTMENT MANAGER FEES	2,500	2,500	
TRAINING/CONFERENCES	10,000	10,000	
CREDIT CARD TRANSACTION FEES	38,500	38,500	
IT SERVICES	5,000	5,000	
MEMBERSHIP & ASSOC FEES	1,750	1,750	
VISION INSURANCE	6,000	6,000	
EQUIPMENT LEASE & RENTAL	360	360	
EQUIPMENT MAINT. & REPAIR	3,000	3,000	
EQUIPMENT SERVICE AGREEMENT	15,000	15,000	
PHONE SERVICE	3,500	3,500	
COMMUNICATIONS	6,000	6,000	
COLLECTION FEES	-	-	
PUBLIC INFORMATION	1,800	1,800	
OFFICE SUPPLIES	2,000	2,000	
OFFICE FURNITURE	-	-	
SUPPLIES	2,500	2,500	
SOFTWARE	-	-	
HARDWARE	5,000	5,000	
POSTAGE	2,500	2,500	

TOTAL \$	756,597	\$ 756,597	\$ -
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PUBLIC SERVICES - STREETS DIVISION

SALARIES	\$ 382,766	\$ 382,766	\$ -
PAYROLL TAXES	29,451	29,451	
IMRF	49,432	49,432	
HEALTH & LIFE INSURANCE	100,370	100,370	
DENTAL INSURANCE	3,500	3,500	
UNEMPLOYMENT INSURANCE	1,500	1,500	
PROFESSIONAL & TECHNICAL	1,000	1,000	
CITY ENGINEER	1,000	1,000	
TRAINING/CONFERENCES	1,000	1,000	
IT SERVICES	5,000	5,000	
MEMBERSHIP & ASSOC FEES	450	450	
MEETINGS	600	600	
PHYSICAL EXAMS	600	600	
EQUIPMENT LEASE & RENTAL	1,000	1,000	
EQUIPMENT MAINT. & REPAIR	13,500	13,500	
EQUIPMENT SERVICE AGREEMENT	9,000	9,000	
VEHICLE MAINT. & REPAIR	20,000	20,000	
PHONE SERVICE	6,000	6,000	
COMMUNICATIONS	3,600	3,600	
PUBLIC INFORMATION	-	-	
UNIFORM ALLOWANCE	4,500	4,500	
MOSQUITO ABATEMENT	17,100	17,100	
ACCESS EASEMENT MAINTENANCE	-	-	
TRAFFIC SIGNAL MAINT	20,000	20,000	
UTILITIES	16,000	16,000	
STREET LIGHT MAINT.	10,500	10,500	
STREET SWEEPING	9,600	9,600	
LAWN MAINTENANCE	6,500	6,500	
TREE TRIMMING	16,000	16,000	
BUILDING MAINTENANCE	20,000	20,000	
BUILDING MAINT. SERVICE AGREEMENT	13,000	13,000	
OFFICE SUPPLIES	500	500	
SUPPLIES	5,000	5,000	
LAWN MAINT. SUPPLIES	3,000	3,000	
STREET REPAIR MATERIALS	14,000	14,000	
HARDWARE	1,000	1,000	
NPDES PERMIT	3,500	3,500	
POSTAGE	200	200	
FUEL	10,000	10,000	
FUEL REPLACEMENT FUND	-	-	
NON-CAPITAL EQUIPMENT	9,000	9,000	

TOTAL \$	809,169	\$ 809,169	\$ -
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	<u>Total Budgeted</u>	<u>Collected From Other Sources</u>	<u>From Tax Levy</u>
<u>SUMMARY OF CORPORATE FUND EXPENSES:</u>			
EXECUTIVE ADMINISTRATION	\$ 1,657,141	\$ 1,657,141	\$ -
POLICE COMMISSION	32,565	32,565	
PUBLIC SAFETY	6,820,521	6,820,519	
TOURISM	215,178	215,178	
BUILDING & ZONING	779,860	779,860	
FINANCE	756,597	756,597	
PUBLIC WORKS	809,169	809,169	
TOTAL CORPORATE FUND EXPENSES	\$ 11,071,031	\$ 11,071,029	\$ -
<u>2012 BUSINESS DISTRICT DEBT SERVICE FUND</u>			
PROFESSIONAL SERVICES	\$ 900	\$ 900	\$ -
BOND INTEREST	40,470	40,470	
BOND PRINCIPAL	190,000	190,000	
BUSINESS DISTRICT FUND TOTAL	\$ 231,370	\$ 231,370	\$ -
<u>WATER FUND</u>			
<u>PUBLIC SERVICES DEPARTMENT - OPERATING & MAINTENANCE</u>			
SALARIES	\$ 326,500	326,500	\$ -
PAYROLL TAXES	23,028	23,028	
IMRF	38,650	38,650	
HEALTH & LIFE INSURANCE	88,550	88,550	
DENTAL INSURANCE	2,720	2,720	
UNEMPLOYMENT INSURANCE	2,000	2,000	
PROFESSIONAL SERVICES	8,000	8,000	
CITY ENGINEER	1,000	1,000	
TRAINING & CONFERENCES	6,500	6,500	
CREDIT CARD TRANSACTION FEES	6,000	6,000	
IT SERVICES	5,000	5,000	
MEMBERSHIP & ASSOC FEES	900	900	
MEETING REIMBURSEMENT	200	200	
RISK MANAGEMENT INSURANCE	61,351	61,351	
WORKERS COMPENSATION INSURANCE	63,062	63,062	
EQUIPMENT LEASE & RENTAL	500	500	
EQUIPMENT MAINT. & REPAIR	10,000	10,000	
EQUIPMENT SERVICE AGREEMENT	10,000	10,000	
VEHICLE MAINT. & REPAIR	2,500	2,500	
PHONE SERVICE	6,500	6,500	
COMMUNICATIONS	2,500	2,500	
TRAVEL EXPENSE	100	100	
LEGAL EXPENSE	1,000	1,000	
PUBLIC INFORMATION	-	-	
UNIFORM ALLOWANCE	1,500	1,500	
EMERGENCY SERVICES	7,000	7,000	
UTILITIES	13,000	13,000	
BUILDING MAINTENANCE	15,000	15,000	
BUILDING MAINT SERVICE AGREEMENTS	-	-	
DWC PURCHASE OF WATER	530,100	530,100	
OFFICE SUPPLIES	200	200	
SUPPLIES	2,500	2,500	
WATER METERS	11,000	11,000	
POSTAGE	-	-	
FUEL	5,500	5,500	
FUEL REPLACEMENT FUND	-	-	
NON-CAPITAL EQUIPMENT	5,500	5,500	
INTERFUND LOAN INTEREST EXPENSE	-	-	
TOTAL	\$ 1,257,862	\$ 1,257,861	\$ -

		<u>Total Budgeted</u>	<u>Collected From Other Sources</u>	<u>From Tax Levy</u>
WATER FUND TOTAL	\$	1,257,862	\$ 1,257,861	\$ -
<u>MOTOR FUEL TAX FUND</u>				
LABOR SNOW REMOVAL	\$	8,500	\$ 8,500	\$ -
LABOR SNOW OVERTIME		13,000	13,000	
PROFESSIONAL SERVICES		500	500	
SNOW REMOVAL MATERIALS		32,000	32,000	
SALT BARN PROJECT		300,000	300,000	
MFT FUND TOTAL	\$	354,000	\$ 354,000	\$ -
<u>POLICE PENSION FUND</u>				
TRANSFER TO FUND BALANCE	\$	1,142,159	\$ -	\$ 1,142,159
<u>CAPITAL IMPROVEMENT FUND</u>				
PROFESSIONAL SERVICES	\$	20,000	\$ 20,000	\$ -
INVESTMENT MANAGER FEES		600	600	
EQUIPMENT PURCHASE		151,615	151,615	
BOND EXPENSE		349,900	349,900	
INFRASTRUCTURE REPAIRS		50,000	50,000	
ERP SYSTEM UPGRADE		60,000	60,000	
POLICE ETSB SYSTEM & ANNUAL MAINTENANCE		43,607	43,607	
VEHICLE PURCHASES		430,344	430,344	
SALT BARN PROJECT		308,000	308,000	
CAPITAL IMPROVEMENT FUND TOTAL	\$	1,414,066	\$ 1,414,066	\$ -
<u>SUMMARY OF FUND EXPENSES</u>				
CORPORATE FUND	\$	11,071,031		
2012 BUSINESS DISTRICT DEBT SERVICE FUND	\$	231,370		
WATER FUND	\$	1,257,862		
MOTOR FUEL TAX FUND	\$	354,000		
POLICE PENSION FUND	\$	1,142,159		
CAPITAL IMPROVEMENT FUND	\$	1,414,066		
TOTAL OF ALL FUNDS	\$	15,470,488		
<u>CORPORATE FUND PROJECTED REVENUE</u>				
REAL ESTATE TAX	\$	99,553		
SALES TAX		10,000		
USE TAX		103,825		
UTILITY TAX		15,000		
INCOME TAX		4,000		
REPLACEMENT TAX		16		
CANNABIS EXCISE TAX		4,000		
ROAD & BRIDGE TAX		6,000		
AMUSEMENT TAX		450,000		
VIDEO GAMING		912		
OTB TAX		250,000		
HOTEL/MOTEL TAX		1,727,231		
CANNABIS SALES TAX		240,000		
FOOD & BEVERAGE TAX		1,158,750		
LIQUOR LICENSES		138,152		
BUSINESS LICENSES		146,000		
MASSAGE LICENSES		3,000		
BUSINESS REGISTRATION FEE		5,000		
CONTRACTOR REGISTRATION FEE		20,000		
VIDEO GAMING LICENSE		120,000		
OTHER LICENSES		40,000		
FRANCHISE FEES		79,000		
BUILDING PERMITS		150,000		
FINES & FORFEITURES		113,500		
SALES & SERVICE FEES		123,100		
ANTENNA INCOME		89,043		
ZONING FEES		5,500		
INTEREST INCOME		580,000		
JULY 4TH SPONSOR		27,000		
EVENT SPONSOR		25,000		
GRANTS		15,709		
MISCELLANEOUS REVENUE		10,000		
TOTAL PROJECTED REVENUE	\$	11,202,910		
<u>BUSINESS DISTRICT DEBT SERVICE FUNDS PROJECTED REVENUE</u>				
BUSINESS DISTRICT TAX	\$	130,000		
HOME RULE SALES TAX		-		
SALES TAX		-		
INTEREST EARNINGS		15,000		
TOTAL PROJECTED REVENUE	\$	145,000		

	<u>Total Budgeted</u>	<u>Collected From Other Sources</u>	<u>From Tax Levy</u>
<u>WATER FUND PROJECTED REVENUE</u>			
ELECTRIC UTILITY TAX	\$ 400,000		
PENALTIES & FINES	20,000		
SALE OF WATER	910,000		
WATER METER SALES	1,000		
TAP ON FEES	1,000		
INTEREST INCOME	50,000		
MISCELLANEOUS REVENUE	-		
TOTAL PROJECTED REVENUE	\$ 1,382,000		
<u>MOTOR FUEL TAX PROJECTED REVENUE</u>			
MOTOR FUEL TAX ALLOTMENT	\$ 61,786		
MOTOR FUEL TAX TRANSPORTATION RENEWAL GRANTS	\$ 63,732		
INTEREST INCOME	-		
TOTAL PROJECTED REVENUE	\$ 125,518		
<u>POLICE PENSION FUND PROJECTED REVENUE</u>			
REAL ESTATE TAXES	\$ 1,142,159		
TOTAL PROJECTED REVENUE	\$ 1,142,159		
<u>CAPITAL IMPROVEMENT FUND REVENUE</u>			
HOME RULE SALES TAX	2,425,308		
DUI RECEIPTS	-		
INTEREST INCOME	14,000		
GRANTS	-		
TOTAL PROJECTED REVENUE	\$ 2,439,308		
<u>SUMMARY OF FUND REVENUES</u>			
CORPORATE FUND	\$ 11,202,910		
BUSINESS DISTRICT FUND	\$ 145,000		
WATER FUND	\$ 1,382,000		
MOTOR FUEL TAX FUND	\$ 125,518		
POLICE PENSION FUND	\$ 1,142,159		
CAPITAL IMPROVEMENT FUND	\$ 2,439,308		
TOTAL OF ALL FUNDS	\$ 25,296,895		

SECTION 2: That if any section, subdivision, or sentence of this Ordinance shall for any reason be held invalid or unconstitutional, such decision shall not affect the validity of the remaining portion of this Ordinance.

SECTION 3: That the City Clerk shall file a certified copy of this Ordinance and levy with the DuPage County Clerk with the time and manner as prescribed by law, and said DuPage County Clerk is hereby authorized and directed to extend the taxes that may be collected in the manner other general taxes are collected, in manner and form prescribed by law, and this ordinance and levy shall be sufficient authority to do so.

SECTION 4: That 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: That this Ordinance shall be in full force and effect after its passage, approval, and publication in pamphlet form.

SECTION 6: That the City Council of the City of Oakbrook Terrace, Illinois, hereby requests that the County Clerk of DuPage County, Illinois, compute and extend the 2025 property tax for the City of Oakbrook Terrace as if the City were a non-home rule community.

PASSED AND APPROVED This 9th Day Of December, 2025

AYES:

NAYS:

ABSENT:

Paul Esposito, Mayor

ATTEST:

Michael Shadley, City Clerk

RESOLUTION NO. 25 -

**A RESOLUTION DESIGNATING THE CITY COUNCIL MEETING SCHEDULE FOR
THE CITY OF OAKBROOK TERRACE, ILLINOIS**

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

WHEREAS, pursuant to Sections 2.02 and 2.03 of the Illinois Open Meetings Act, 5 ILCS 120/2.02 and 5 ILCS 120/2.03, the City is required, at the beginning of each calendar or fiscal year, to prepare, make available and give public notice of the schedule of regular meetings for such calendar or fiscal year and listing the dates, times, and places of such meetings;

WHEREAS, Sections 31.03 and 31.04 of the Code of Oakbrook Terrace, Illinois, provide that regular meetings of the City Council shall be held on the second and fourth Tuesdays of each month commencing at 7:00 p.m. and that the City Council shall meet as a Committee of the Whole in order to discuss, but not to formally act upon, all city business; and

WHEREAS, the City deems it advisable, necessary and in the public interest that the City prepare, make available and give public notice of the schedule of regular meetings of the City Council for the 2026 calendar year;

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

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

Section 2: The City hereby makes available and gives public notice of the schedule of regular meetings of the City Council, including meeting as a committee of the whole, for the 2026 calendar year and lists the dates, times, and places of such meetings, which schedule is attached hereto marked as Exhibit “A” and made a part hereof.

Section 3: The City Clerk shall be and is hereby authorized and directed to post a copy of the notice of the 2026 City Council meeting schedule at the city hall and on the City’s website until a new public notice of the schedule of regular meetings is approved and to supply copies of the 2026 City Council meeting schedule to any news medium that has filed an annual request for such notice.

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

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

ADOPTED this 25th day of November 2025, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this 25th day of November 2025.

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

ATTESTED and filed in my office,
this 25th day of November 2025.

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

EXHIBIT “A”**NOTICE AND SCHEDULE OF THE REGULAR MEETINGS OF THE
CITY OF OAKBROOK TERRACE CITY COUNCIL AND
COMMITTEE OF THE WHOLE FOR THE 2026 CALENDAR YEAR**

Unless otherwise rescheduled and noticed, all regular meetings of the City of Oakbrook Terrace City Council and Committee of the Whole for the 2026 calendar year shall be held in the City Council chambers located at 17W261 Butterfield Road, Oakbrook Terrace, IL 60181 on the following dates and times:

Day	Date	Time
Tuesday	January 13, 2026	7:00 p.m.
Tuesday	January 27, 2026	7:00 p.m.
Tuesday	February 10, 2026	7:00 p.m.
Tuesday	February 24, 2026	7:00 p.m.
Tuesday	March 10, 2026	7:00 p.m.
Tuesday	March 24, 2026	7:00 p.m.
Tuesday	April 14, 2026	7:00 p.m.
Tuesday	April 28, 2026	7:00 p.m.
Tuesday	May 12, 2026	7:00 p.m.
Tuesday	May 26, 2026	7:00 p.m.
Tuesday	June 9, 2026	7:00 p.m.
Tuesday	June 23, 2026	7:00 p.m.
Tuesday	July 14, 2026	7:00 p.m.
Tuesday	July 28, 2026	7:00 p.m.
Tuesday	August 11, 2026	7:00 p.m.
Tuesday	August 25, 2026	7:00 p.m.
Tuesday	September 8, 2026	7:00 p.m.
Tuesday	September 22, 2026	7:00 p.m.
Tuesday	October 13, 2026	7:00 p.m.
Tuesday	October 27, 2026	7:00 p.m.
Tuesday	November 10, 2026	7:00 p.m.
Tuesday	November 24, 2026	7:00 p.m.
Tuesday	December 8, 2026	7:00 p.m.

IN THE MATTER OF THE ARBITRATION BETWEEN:

The City of Oakbrook Terrace, Illinois

and

Metropolitan Alliance of Police

**Arbitrator Opinion and Award
FMCS Case No. 240313-04382
Victoria Johnson, Grievant**

Appearances for the Parties:

For the City:

**Yvette Heintzelman
yheintzelman@clarkhill.com
Bryan G. Schatz
bschatz@clarkhill.com
CLARK HILL PLC
130 East Randolph Street | Suite 3900
Chicago, Illinois 60601**

For the Union:

**Mark S. McQueary
Raymond G. Garza
Anthony Pasquini
Metropolitan Alliance of Police
235 Remington Boulevard, Suite B
Bolingbrook, Illinois 60440
mmcqueary@mapunion.org
rgarza@mapunion.org
apasquini@mapunion.org**

Arbitrator:

**Carol J. Tidwell, J.D.
FMCS # 4037**

Date of Award: November 5, 2025

Jurisdiction

This arbitration arises pursuant to a collective bargaining agreement¹ between the City of Oakbrook Terrace, Illinois (“City” or “Employer”) and the Illinois Fraternal Order of Police Labor Council (“FOP”), the predecessor exclusive bargaining representative to Local 498C of the Metropolitan Alliance of Police (“Union” or “MAP”) which presented this matter to the arbitrator. The Grievant, Victoria Johnson (“Grievant” or “Ms. Johnson”), was employed by the City as a dispatcher and in 2007 was promoted to a full time position as a police officer. Ms. Johnson is a member of the Union.

The undersigned neutral arbitrator was selected by the parties pursuant to the relevant collective bargaining agreement (“CBA”) and the rules of the Federal Mediation and Conciliation Service to conduct a hearing and render a binding arbitration award concerning the grievance. The hearing was held on July 21 and 22, 2025 in Oakbrook Terrace, Illinois at which time the parties stipulated that the matter was timely and properly before the arbitrator. The parties further stipulated to the authentication and foundation of City exhibits 1 through 16 and Union exhibits 1 through 14, which were all admitted by the arbitrator at the start of the hearing.² Witnesses were sequestered pursuant to agreement of the parties.

Both parties were afforded the opportunity for the examination and cross-examination of witnesses who were under oath. The hearing was recorded by an independent court reporter who produced a written transcript of the hearing, copies of which were provided to both parties as well as the arbitrator. The representatives for each of the parties filed written briefs which were timely received by the arbitrator on October 6, 2025, at which time the record was closed.

¹ Union Exhibit 1

² Union Exhibit 15 was admitted later in the hearing, also based on the stipulation of the parties.

Issue

At the hearing the parties each presented a different version of the issue in this case. The Union stated the issue as follows: Was the Grievant Victoria Johnson discharged for just cause? If not, what is the appropriate remedy? The City asserted that the issue was whether the Grievant was an at-will employee and whether she violated the last chance³ she was provided by Arbitrator Stallworth in his previous arbitration award in which he reinstated her following her grievance of her first termination.

The arbitrator agrees with the Union and states the issue as: Was the Grievant terminated on February 14, 2024 for just cause as required by the CBA and, if not, what shall be the remedy?

Facts and Background

The City is a suburb located a few miles west of Chicago in DuPage County, Illinois. It operates a police force (“OTPD”) which is a paramilitary organization managed by a chief of police (“Chief”), a deputy chief of police (“Deputy Chief”), as well as various subordinate sergeants. The sergeants are generally the first line supervisors of police officers, including the Grievant. The Chief reports to his superiors at the City, namely, the City Administrator and the Mayor.

The Grievant worked full time as a dispatcher for the City when she was promoted to police officer in 2007. The record documents no concerns with Ms. Johnson’s performance

³ Arbitrator Stallworth’s clarification of his award dated May 22, 2023 – at City Exhibit 6 Attachment 18 – stated that the Grievant would be returned to work, and that he afforded her “one last chance” after considering the Grievant’s sincere apology and assurance to him that she would comply with all future directives. Arbitrator Stallworth further directed that the FOP (the exclusive bargaining agent for the Grievant’s bargaining unit at the time) “should be afforded the opportunity to agree to a Final Last Chance Agreement in this matter.” The current arbitrator in this case found no documentation in the record showing that the FOP agreed to this, nor did she find any acknowledgement in the record by the Grievant that she was returned to work under a last chance agreement.

until about 2015, after which time she was repeatedly disciplined and ultimately terminated once in 2022 and again for a second time on February 14, 2024. The Grievant filed numerous complaints against the Chief and Deputy Chief with various bases over this time frame including discrimination, retaliation, harassment, and bullying.

The 2024 termination was grieved by the Union and denied by the City. The matter then proceeded to the arbitration that is the subject of this award.

Position of the Employer

The City asserts that the Grievant's history of employment as a police officer with the OTPD is filled with multiple violations of and/or refusals to obey lawful orders which she received from her superior officers, disregard of general orders and standard operating procedures, insubordination, and making statements about the ability to refuse to follow lawful orders that undermined the chain of command. The City further contends that, in an attempt to escape discipline as the consequence for these actions, the Grievant asserted untruthful and/or false and frivolous claims against her superior officers in the absence of good faith, all in violation of City and OTPD policies, and all of which policies she had sufficient notice. The City maintains that it retained independent investigators to conduct full and fair investigations into the claims made by the Grievant, the last of which following her most recent termination concluded that her claims were groundless and that the superior officers whom she accused were exonerated.

The Employer seeks a denial of the grievance.

Position of the Union

The Union asserts that upon the Grievant's reinstatement as a police officer in 2023 the City launched a deliberate campaign of harassment aimed at humiliating, isolating, and provoking errors by the Grievant to justify terminating her again. The actions that MAP claims

were taken by the City in its campaign included fingerprinting and drug testing her as if she was a new recruit with the drug test being contrary to the CBA; mocking her appearance by presenting her uniforms to her in a garbage bag; confining her to a windowless office; subjecting her to a surprise test of her knowledge of OTPD policies and regulations; and ordering her to re-attend and complete a 16-week boot camp at the Suburban Law Enforcement Academy (“SLEA”) despite her continued certification by the State of Illinois as a police officer.

Further, the Union alleges that the investigator the City hired to look into the claims the Grievant made was not neutral and deviated into investigating Ms. Johnson herself rather than her claims and, further, that the investigation was textbook retaliation for the Grievant asserting claims against her superior officers. MAP claims that the City and the investigator violated the Grievant’s rights pursuant to Illinois law in the Uniform Police Officers’ Disciplinary Act (“UPODA”) in that the Grievant received no notice of the appointment the investigator made with SLEA to interview her.

The Union also maintains that the City’s further investigation ordered by Mr. Ritz, this one internal to be led by Sgt. DeMario, was tainted due to the investigatory report being written by Deputy Chief Clark, one of the targets of the Grievant’s claims, arguing that it should therefore vitiate her recent termination. Lastly, MAP alleges that Jim Ritz, the City Administrator, did not have the authority to terminate the Grievant’s employment, as the CBA states that the Chief of Police has the authority to impose discipline, including termination, for just cause.

The Union asks that the grievance be sustained and the Grievant be reinstated to her position and made whole.

Relevant Contract and Policy Provisions

Collective Bargaining Agreement⁴

ARTICLE IV – MANAGEMENT RIGHTS

Section 4.1. Recognition of City Rights

The Labor Council recognizes that the City possesses the sole and exclusive right to operate and direct the employees of the City of Oakbrook Terrace and Oakbrook Terrace Police Department in all aspects, including, but not limited to, all rights and authority granted by law or exercised by the City prior to the execution of this Agreement, except as specifically limited in this Agreement. These rights include, but are not limited to: the right to determine the Department's mission, policies, procedures, and to set all standards of service offered in the community; to plan, direct, control, and determine the operations and services to be conducted or delivered by the employees of the Department; to determine the methods, means, and number of personnel needed to carry out the duties, responsibilities, and mission of the Department; to establish reasonable work, productivity, and performance standards and from time to time change such standards; to educate and train employees, and in so doing to determine the subject matter, criteria, and procedures for such training; to determine standards of conduct both on and off duty to the extent permitted by federal and state law; to select, hire, schedule, assign, and evaluate work of employees; to promote employees to the fullest extent allowed by law; to suspend, discipline, or discharge employees for just cause (probationary employees without cause), to lay off or relieve employees from duty; to make, publish, change and enforce reasonably rules and regulations; to assign work and work duties, including overtime; . . .

Section 4.2. City Rules, Policies and Procedures.

The City's rules, policies and procedures, as well as those of the Police Department, shall not be considered part of this Agreement and shall control unless in conflict with the provisions of this Agreement, in which case the Agreement shall supersede. This provision shall not limit the right to file a grievance concerning the improper application of any such rule, policy or procedure.

ARTICLE VIII – GRIEVANCE PROCEDURE

. . .

Section 8.4. Limitations on Authority of the Arbitrator.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider only concerning the questions of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provision of the Agreement. The

⁴ Union Exhibit 1, which is the CBA between the City and the FOP. This exhibit is the relevant labor agreement governing this matter, as it was in effect when the Grievant was terminated on 2.14.24, prior to this agreement's termination on 4.30.24.

arbitrator shall be empowered to advise concerning only the issue raise by the grievance as submitted in writing in Step 1.⁵ The arbitrator shall have no authority to render a decision on any issue not so submitted or raised.

...

ARTICLE IX – HOURS OF WORK AND OVERTIME

...

Section 9.3. Overtime Payment.

All time worked in excess of eighty (80) hours per fourteen (14) day pay cycle shall be compensated at the rate of one and one half (1 ½) times the employee's actual hourly rate of pay . . .

...

ARTICLE X – DISCIPLINE

The Chief of Police shall have authority to directly impose discipline, including suspension, and/or termination, for just cause.

...

ARTICLE XXII – UNIFORMS

The City shall create a reimbursement account for each bargaining unit member in the amount of \$750.00 per annum at Ray O'Herron. Such account shall be used to pay for uniforms and equipment required by the City . . .

City Personnel Policy & Procedures Manual⁶

Chapter 2 EMPLOYMENT PRACTICES AND REGULATIONS

...

SECTION 2.9 NON-HARASSMENT/NON-DISCRIMINATION

It is the policy of the City that discrimination or harassment on the basis of race, color, creed, religion, sex, national origin, age, disability or handicap, sexual orientation, marital status or any other protected category, whether verbal, physical or environmental, is unacceptable and will not be tolerated. This non-harassment policy covers all employees. The City will not tolerate, condone or allow harassment, whether engaged in by fellow employees, supervisors, officers or other non-employees who conduct business with the City.

⁵ As per Article X of the CBA at Union Exhibit 1, the grievance process in this termination properly began at Step 3.

⁶ City Exhibit 15.

...

The City also prohibits retaliation of any kind against anyone who has complained about discrimination or harassment . . .

2.9.2 The City's Procedures

A. Reporting a Complaint

The City encourages prompt reporting of complaints so that a rapid response and appropriate action may be taken. . . .

B. Investigating the Complaint

Any allegation of harassment or discrimination brought to the attention of the City will be promptly and fully investigated . . .

...

E. False and Frivolous Complaints

If an investigation results in a finding that the complainant falsely accused another of harassment or discrimination knowingly or in a malicious manner, the complainant will be subject to appropriate sanctions, up to and including termination. False and frivolous charges do not refer to charges made in good faith which cannot be proven. Given the seriousness of the consequences for an individual accused of harassment or discrimination, a false and frivolous charge is a severe offense that can itself result in disciplinary action, including termination.

SECTION 2.23 OTHER STANDARDS OF CONDUCT

It is the policy of the City that all employees shall follow certain rules and regulations for the benefit and protection of the rights and safety of all. Employee behavior that interferes with operations, brings discredit to the City, or is offensive to fellow employees will not be tolerated.

All employees are expected to conduct themselves and behave in a manner that is conducive to the efficient operations of the City. For the protection of City property, community interests and other employees, the City has established standards for exemplary behavior and prohibited conduct.

- A. Each employees shall perform assigned duties with competence, care and efficiency.
- B. All employees shall treat one another and visitors with respect. No employee shall display any abusive or offensive attitude, conduct or language in a public place, or towards the public, City officials, or other employees. No employee shall engage in any conduct, either on or off duty, which is likely to or does result in physical harm or injury to other employees or to the public.
- C. Each employee shall comply with all regulations, orders or rules of the City or such employee's department, shall obey any lawful and reasonable direction given by a superior, and shall refrain from any insubordination or conduct which may cause any loss, inconvenience, or injury to the public or the City.

...

Oakbrook Terrace Police Department Rules and Regulations⁷

SECTION 1 – DUTIES OF ALL DEPARTMENT MEMBERS

...

1.3 Moral Character

Members of the Department shall maintain good moral character in their personal and professional affairs which is in keeping with the highest standards of the law enforcement profession. Members of the Department shall not participate in any incident involving moral turpitude which impairs their ability to perform as law enforcement officials/employees or causes the Department to be brought into disrepute.

For purposes of these Rules and Regulations, good moral character means the attributes of a Department member that enhance his or her value to the Department and to public service which include honesty, integrity, truthfulness, obedience to the oath of office and the code of ethics, respect for authority, and respect for the rights of others.

...

1.5 Obedience to Orders

Each member of the Department shall obey and fully execute any lawful order, written or oral, given by a supervisory member, which shall include, but not necessarily be limited to: these Rules and Regulations, Policies and Procedures, General and special orders, and Written Directives of the Department.

Burden of Proof

The Employer bears the burden of proving to the satisfaction of the arbitrator by a preponderance of the evidence⁸ that there was just cause to terminate the Grievant's employment.

⁷ City Exhibit 16.

⁸ The arbitrator follows the majority of arbitrators in applying this standard in a discipline case that does not involve potential criminal charges against a grievant. See *How Arbitration Works*, Elkouri and Elkouri, 8th Ed. Ch. 15.3.D.ii.a.

Discussion and Findings

Whether there is just cause for an employee's termination initially requires the arbitrator to address a fundamental inquiry, namely, was the employee guilty of some misconduct or the violation of a reasonable rule of which the employee had notice. If the arbitrator finds that either has occurred, the arbitrator must then determine whether the penalty imposed by the employer is commensurate with the misconduct or violation and, lastly, whether any mitigating or aggravating factors are present.

The arbitrator has read the City and OTPD rules, regulations, and policies cited above, and has determined that they are all eminently reasonable, appropriate, and essential for the operation of an effective and efficient municipal police force. Further, in light of the Grievant's many years as a certified police officer in addition to the numerous times Ms. Johnson was disciplined pursuant to and advised of the above rules, policies, and regulations, the arbitrator has determined that the Grievant was aware of them and had at least sufficient notice of them.⁹

Nature of Police Officer Duties and Responsibilities

Municipal police departments such as the OTPD are generally and correctly described as "paramilitary." This term simply denotes that they are organized similarly to a military force.

In order to provide public services such as public safety, a paramilitary structure with clear lines of command provides the organizational structure for effective and efficient contingency responses as needed in the community. Distinct levels of command allow for efficient and effective responses to hazards such as violence, while mitigating their risks.

It is axiomatic that police officers employed by a police department such as the OTPD are required to follow and obey the lawful orders communicated by their supervisors and other

⁹ The Union did not assert that the Grievant did not have notice of the rules, regulations, policies, and procedures of the City or the OTPD.

superior officers. Following orders is an essential basis for the efficiency and effectiveness of police departments as they fulfill their responsibilities to the community being served. The requirement that lawful orders be followed does not preclude an officer's ability to ask questions or seek clarification of orders, but once explained as may be necessary as well as appropriate or even possible under existing circumstances,¹⁰ these orders must be obeyed.

The Grievant's performance and response to the lawful orders she was given by her superiors are at the heart of this case.

Disciplinary History of Grievant and Prior Arbitrations

The record in this case was voluminous and included events that occurred over a lengthy period of time beginning with the Grievant's employment as a police officer in 2007 until Ms. Johnson's second termination on February 14, 2024. As an aid to the discussion and findings in this Award, the arbitrator prepared the timeline below based on the exhibits¹¹ that were admitted into evidence upon being stipulated to as to authentication and foundation by both parties, as well as sworn witness testimony. The timeline begins in 2018 when the Grievant was placed on a performance improvement plan ("PIP") by her supervisor.

The record in this case shows no formal discipline of the Grievant until about 2018 when incidents that involved her failure to follow orders from superior officers, among other rule infractions, were admitted into evidence. The record does contain descriptions of numerous

¹⁰ The more exigent the circumstances the less timely a request for explanation of an order may be.

¹¹ Union Exhibit 15 which contains the Second Clarity One investigation was admitted to the record upon agreement of both parties at the very end of the hearing. No testimony was provided about its origins or contents. The exhibit's first 39 pages are the investigator's report which states that it was conducted by Tom Kotlowski of Clarity One, this one into the internal investigation that had been requested by City Administrator Jim Ritz to be conducted by the Grievant's supervisor, Sgt. DeMario. Mr. Kotlowski's report in Union 15 concluded that Deputy Chief Clark had written the internal investigatory report rather than Sgt. DeMario. Mr. Kotlowski further concluded that Deputy Chief Clark writing the report constituted conduct unbecoming in violation of OTPD rules and regulations given that Deputy Chief Clark was one of the Grievant's superiors against whom she brought claims which Sgt. DeMario had been charged with investigating. The arbitrator understands that the exhibits to Union Exhibit 15 are part and parcel of the internal investigation report written by Deputy Chief Clark and as such were not read nor considered by her for the findings, opinion, or any portion of the award in this case.

problematic incidents¹² involving the Grievant prior to 2018, including the following examples, among others:

The Grievant reportedly returned to work from a medical leave in April, 2015 with an inadequate doctor's note, after which she was given at least two orders from her supervisor and the Chief to produce a sufficient note. Upon her failure to provide a sufficient doctor's note Ms. Johnson was sent home until she produced one. In October of 2016 the Grievant entered the OTPD detention facility while armed with her loaded firearm and walked near a prisoner despite signs that read "No Loaded Weapons Beyond This Point." When a sergeant asked her about this dangerous violation, the Grievant reportedly replied that she did not feel the arrestee would be able to disarm her. Other examples in this pre-2018 time frame according to the record include the Grievant's failure to wear a body-worn microphone 36 times after being repeatedly told by her supervisor that this was required; the Grievant's violation of the chain of command by going directly to the Chief about a public relations event after the Chief had already denied Ms. Johnson's request through the chain of command; and transporting citizens in her OTPD vehicle on five occasions while they were not wearing a seat belt.

Timeline of Selected Events and Documents

2018	Grievant placed on performance improvement plan ("PIP") by supervisor. ¹³
2019	
5.31.19	Grievant received a one-day suspension arising from a citizen assist call. ¹⁴ This suspension was grieved and went to arbitration.
7.8.19	Grievant filed amended charges with the EEOC alleging sex discrimination, retaliation, sexual harassment by her supervisor. ¹⁵

¹² City Exhibit 1, a January 7, 2022 pre-disciplinary notice to the Grievant from the Chief.

¹³ City Exhibit 14 references the PIP, with only the year mentioned.

¹⁴ City Exhibit 16 references the one-day suspension.

¹⁵ City Exhibit 14.

9.16.19 Colleen Nigg investigation report regarding Grievant's allegations.¹⁶ Hereinafter **"Nigg investigation"**

2020

4.28.20 Grievant instructed via a written order to get a nasal swab test for COVID based on her telling the Deputy Chief that her cat tested positive for the Coronavirus.¹⁷ This written order followed a verbal order that she get tested.

7.21.20 Ten-day suspension for Grievant's refusal¹⁸ to take a COVID test, as found in the Disciplinary Report from the Chief to the Grievant.¹⁹ This suspension was not grieved.

11.27.20 Arbitration award – Arbitrator Cary Morgan upheld the Grievant's one-day suspension on 5.31.19, finding that there was just cause to discipline the Grievant.²⁰

2021

11.29.21 Grievant placed on administrative leave for failure to follow orders to issue written, not verbal warnings regarding traffic stops.

2022

January Grievant claimed retaliation for being placed on administrative leave.²¹

1.7.22 Gold Shield investigative report²² was issued; hereinafter **"Gold Shield investigation"**

1.7.22 First Termination of the Grievant. This was grieved and went to arbitration.

2023

4.10.23 Arbitration award – Arbitrator Lamont Stallworth found that "just cause existed for some measure of discipline" based on the Grievant's failure to follow orders for traffic stops, but found that termination was too harsh a penalty and reinstated the Grievant without back pay for the c. 15 months she had been out of work. The award was clarified on 5.22.23, in which the arbitrator stated that the Grievant ". . . will remain subject to the 'final opportunity' (i.e., last chance) to improve as prescribed in her July 21, 2020 Disciplinary Report."²³

¹⁶ City Exhibit 14.

¹⁷ City Exhibit 11 p. 116.

¹⁸ The Grievant did eventually get a nasal swab test done after multiple orders to do so were given to her.

¹⁹ City Exhibit 11 p. 124.

²⁰ City Exhibit 12.

²¹ City Exhibit 13.

²² City Exhibit 13.

²³ City Exhibit 6, Attachment 18.

5.22.23	Return to work advisement with requirements of the Grievant; this was not grieved. ²⁴
6.22.23	Grievant's supervisor Sgt. DeMario memo to Grievant informing her of the availability of the free counseling benefit. ²⁵
6.28.23	Memo to Deputy Chief from records supervisor concerning the Grievant crying at work. ²⁶
6.29.23	Chief orders Grievant to report for a fitness for duty exam. ²⁷
8.25.23	Email from the Grievant to City Administrator Jim Ritz, and City Mayor Paul Esposito, stating her claims, in part, of " . . . continuing harassment, disparity in treatment, and bullying . . ." ²⁸
9.4.23	Email from the Grievant to Jim Ritz and Paul Esposito. ²⁹
9.5.23	Email from Jim Ritz to Grievant requesting supporting documentation for her claims. ³⁰
9.8.23	Email from Jim Ritz to Grievant again requesting "any and all communications or documentation in support of your complaint" and giving Ms. Johnson a deadline of September 12 th for him to receive the requested communications and documentation from her. ³¹
9.10.23	Email from Grievant to Jim Ritz and Paul Esposito. ³²
Various	Mr. Ritz requested Grievant's supporting documentation via emails dated 9.12.23 ³³ and 9.27.23. ³⁴ In the latter message Mr. Ritz stated a second deadline of 9.29.23 for receipt of Grievant's supporting documentation or communications for her claims.
9.28.23	Email from the Grievant to Jim Ritz. ³⁵

²⁴ City Exhibit 2.

²⁵ City Exhibit 6, Attachment 10.

²⁶ City Exhibit 6, Attachment 10.

²⁷ Union Exhibit 9.

²⁸ City Exhibit 6, Attachment 1. This was the second email sent by Grievant on these topics – the first, sent a day or so earlier, had apparently come from her home email and the City's email security system had rejected it according to Jim Ritz's testimony.

²⁹ City Exhibit 6, Attachment 2.

³⁰ City Exhibit 6, Attachment 2.

³¹ City Exhibit 6, Attachment 3.

³² City Exhibit 6, Attachment 4.

³³ City Exhibit 6, Attachment 5.

³⁴ City Exhibit 6, Attachment 6.

³⁵ City Exhibit 6, Attachment 7.

10.4.23 Jim Ritz called Tom Kotlowski of Clarity One Solutions regarding Grievant's complaint versus the Chief and Deputy Chief³⁶ hereinafter **"First Clarity One investigation"**

10.5.23 Tom Kotlowski of Clarity One Solutions begins an investigation as requested by the City.³⁷

Oct., 2023 First Clarity One investigation report.³⁸

12.22.23 Formal interrogation of Grievant by City attorney.³⁹

2024

2.1.24 Pre-termination hearing notice to Grievant.⁴⁰

2.14.24 Second Termination of the Grievant. This was grieved and is the subject of this award.

9.4,10.24 Grievant made a complaint against the Chief and Deputy Chief.⁴¹

2025

Early 2025 Second Clarity One investigation by Tom Kotlowski,⁴² this one concerning the internal OTPD investigation, hereinafter **"Second Clarity One investigation"**

7.21,22.25 Arbitration hearing in current case regarding her second termination.

One-Day Suspension: The Grievant's first formal discipline of a one-day suspension on 5.31.19 arose from a citizen assist call when Ms. Johnson entered a private residence and searched it without the necessary justification contrary to the law and proper procedure, and further that she transported a citizen in her OTPD vehicle without ensuring that the person's seat belt was secured. Shortly afterwards on 7.8.19 the Grievant filed amended charges with the EEOC⁴³ alleging sex discrimination, retaliation, sexual harassment by her supervisor. The City retained Colleen Nigg to conduct an independent investigation into this complaint by the

³⁶ City Exhibit 6, the report of Mr. Kotlowski of Clarity One Solutions.

³⁷ City Exhibit 6.

³⁸ City Exhibit 6.

³⁹ City Exhibit 5.

⁴⁰ City Exhibit 4.

⁴¹ Transcript p. 84

⁴² Union Exhibit 15

⁴³ The record contains no information about the disposition of the charges filed with the EEOC.

Grievant, as an investigation is not only a necessary employment practice but is required by the City's procedures cited above.⁴⁴

As is customary and appropriate when investigating complaints, Ms. Johnson was the first person Ms. Nigg sought to interview. The report of the Nigg investigation⁴⁵ states that when she met with Ms. Johnson, the Grievant became angry and left the interview to call her attorney. When Ms. Johnson was called back to the interview by the Chief, she again became angry and told Ms. Nigg that she (the Grievant) could not be compelled to be interviewed. Ms. Nigg attempted to reassure the Grievant of the independent nature of the investigation but Ms. Johnson simply repeated that all meeting requests had to go through her attorney.

The Nigg investigation found that "the list of issues and bases for complaints listed by Officer Johnson in her Amended charge of Discrimination are largely vague and require specific detail" . . . and further that "Without Officer Johnson's participation in this investigation, (Ms. Nigg) opted not to interview any other employees beside (the Grievant's supervisor) due to the lack of specificity in her Amended Complaint."

This one-day suspension grievance went to a hearing in arbitration after which Arbitrator Cary Morgen sustained the suspension in his award dated 11.27.20, finding that just cause to discipline the Grievant had been proven by a preponderance of the evidence.

Ten-Day Suspension: On 7.21.20 the Grievant was suspended for 10 days following her repeated refusal to take a COVID test pursuant to multiple verbal and written orders⁴⁶ to do so. This suspension was not grieved.

⁴⁴ City Exhibit 15.

⁴⁵ City Exhibit 14.

⁴⁶ City Exhibit 11 p. 116 ff.

The orders to take the then-approved nasal swab COVID test were based on Ms. Johnson's communication to the Deputy Chief early in the pandemic in April of 2020 that her cat had tested positive for the Coronavirus, meaning that the cat had to have contracted the COVID virus from someone in the Grievant's household, and further that Ms. Johnson stated that she had recently felt sick. The multiple orders that Ms. Johnson be tested came from the human resources representative, the then-City administrator, the Grievant's immediate supervisor, the Deputy Chief, and the Chief. The Grievant repeatedly told her superiors that she would not take the nasal swab test because it was uncomfortable, but on May 1, 2020 Ms. Johnson did provide the OTPD with the results of her nasal swab test.⁴⁷

Administrative Leave and First Termination: On 11.29.21 the Grievant was placed on administrative leave for her failure to follow repeated orders to issue written warnings, not verbal warnings, regarding certain traffic stops in the City near Costco. Early in January of 2022 Ms. Johnson made a claim of retaliation for having been placed on administrative leave based on her filing an EEOC⁴⁸ complaint⁴⁹ as well as for potentially testifying against the Chief in support of a former officer on an unrelated internal matter. This claim was stated in an email the Grievant sent to the Assistant City Administrator. As a result, the City retained a second independent investigator, namely, Gold Shield Detective Agency, Inc. The purpose of the investigation per the Gold Shield report⁵⁰ was to attempt to identify if the Grievant was placed on administrative leave, and potentially being disciplined for cause, or if the action was based on retaliation by the Chief not related to her performance.

⁴⁷ City Exhibit 11 pp. 120-123, the pre-disciplinary notice to the Grievant from the Chief.

⁴⁸ The record does not clarify whether this was the same EEOC complaint referenced earlier or a more recent one.

⁴⁹ City Exhibit 13, the report of the Gold Shield investigation.

⁵⁰ City Exhibit 13.

The Gold Shield investigator interviewed Ms. Johnson with her attorney present. Also interviewed separately were two other police officers, two sergeants, and Detective DeMario.⁵¹

According to the Gold shield investigation report,⁵² the order to issue written and not verbal warnings to motorists in the affected area was issued by Sgt. Bryant at a staff meeting of officers; he was the Grievant's supervisor at the time. When questions arose from officers following the verbal order, Sgt. Bryant issued an email a few days later to OTPD officers. While at that point other officers stopped issuing verbal warnings the Grievant continued doing so, per the OTPD CAD notes. Sgt. Bryant informed the investigator that he called Ms. Johnson and solicited her ideas about how to deter traffic violators near Costco, explaining to the investigator that he took this approach because nothing else was working to get the Grievant to follow orders and write written warnings.

Sgt. Bryant sent out a second email to OTPD officers again clarifying the written warning directive. Sgt. Bryant stated to the investigator that while all other officers stopped issuing verbal warnings in the relevant area Ms. Johnson continued doing so. When he left work early the same day on which he issued the second email, he learned later that later that day the Grievant had yet again issued a verbal warning on a traffic stop. The Grievant's explanation of needing to issue a quicker verbal warning rather than a written warning in order to get to another call regarding a stolen vehicle – which call had already been assigned to another officer – was not found by her superiors to be credible as the basis for yet again failing to follow orders.

The Gold Shield investigation referenced no support for the claim that the Grievant was placed on administrative leave due to her possibly testifying against the Chief.⁵³ The summary

⁵¹ This is the same person referenced elsewhere in this award as Sgt. DeMario and Det. Sgt. DeMario.

⁵² City Exhibit 13, p. 10 contains a detailed timeline summary by date and hour of the events concerning the orders to issue written and not verbal warnings at traffic stops, and includes the sequence of the Grievant's repeated disregard of these orders.

⁵³ The Gold Shield report quotes Det. DeMario as stating "absolutely not" to this possible basis for the Grievant's claim of retaliation.

of the Gold Shield report⁵⁴ states as follows: “Officer Johnson was advised in writing and verbally on three separate occasions to issue written warnings in lieu of verbal warnings on traffic stops. Officer Johnson continued to issue verbal warnings despite a specific directive from Sgt. Bryant. Officer Johnson was then placed on administrative leave for insubordination.”

The Grievant was terminated for the first time on January 7, 2022 based on the Grievant’s then-most recent failures to follow orders, namely, issuing verbal rather than written warnings at certain traffic stops. The Grievant declined the offer of a pre-disciplinary meeting with the Chief.⁵⁵ The discharge was grieved to arbitration, and the arbitrator’s award was issued on 4.10.23.

In his award,⁵⁶ Arbitrator Stallworth found that the Grievant’s explanation of taking a non-emergency call that had already been assigned to another officer as the reason for her issuing the verbal warning contrary to orders to be “strained;” he found just cause for the City to impose “meaningful discipline” short of termination.⁵⁷ Arbitrator Stallworth reinstated the Grievant to her position as a police officer for the OTPD without any backpay for the approximate 15 months since her termination, effectively converting her termination into a 15-month unpaid suspension. During this time Ms. Johnson had not been employed as a police officer or otherwise.⁵⁸ In his award Arbitrator Stallworth stated:

Upon her reinstatement, the Grievant shall continue to be subject to the ‘final opportunity’ (i.e., last chance) to display improvement in her conduct that Chief Calvello gave her in the July 21, 2020 Disciplinary Report . . .

⁵⁴ The Gold Shield report at City Exhibit 13 is dated January 7, 2022.

⁵⁵ City Exhibit 6 Attachment 18, p.11.

⁵⁶ City Exhibit 6 Attachment 18 dated April 10, 2023.

⁵⁷ City Exhibit 6 Attachment 18 p. 22.

⁵⁸ In addition to not earning wages during this time, the Grievant’s claim for unemployment benefits had been denied.

The Chief had stated as follows in the July 21, 2020 disciplinary report which was quoted by Arbitrator Stallworth in his award. The disciplinary report had imposed a 10-day suspension in lieu of terminating Ms. Johnson back in 2020 based on her refusal to follow multiple orders to obtain a nasal swab COVID test:

The City and I expect immediate and consistent improvement in your conduct and the performance of your duties. You must demonstrate a complete change in the manner in which you comply with the City's and Department's Rules and Regulations, General and Special Orders, Policies and Procedures, and written and verbal directives. If you are unable or unwilling to affirmatively support this endeavor and meet the City's performance expectations, I will have no choice but to terminate your employment with the City.

In the clarification of his opinion and award dated May 22, 2023, Arbitrator Stallworth stated as follows:

In the instant matter there is no doubt that the Grievant had problems following directives and was treated accordingly. . . . Notwithstanding, the Grievant at the conclusion also admitted to doing wrong. The Grievant further offered what the Undersigned Arbitrator considered a sincere apology and assured him that she would hereafter comply (with) all future directives.

Based on the above the Undersigned Arbitrator decided to afford one last chance to this thirteen (13) year career police officer. . . .

In coming to this decision, the Undersigned urges the Parties to now consider their respective roles and responsibility of all of the stakeholders including the Grievant to take whatever steps necessary to assist the Grievant in complying with the "Last Chance" afforded as condition to returning to her employment with the City. This includes participating in and completing any needed training as determined by the City in "good faith."

Arbitrator Stallworth also noted in his award that "During the year following that ten-day suspension,⁵⁹ the Grievant evidently displayed effort and progress in improving her compliance with directives."⁶⁰ The tragedy of the current case is that the Grievant's performance was not consistent in its improvement nor was there a credible showing following

⁵⁹ In July of 2020.

⁶⁰ City Exhibit 6 Attachment 18, p. 5.

her reinstatement in 2023 that Ms. Johnson understood she must follow orders, despite the admonitions of Arbitrator Stallworth cited above in connection with giving Ms. Johnson one last chance.

Reinstatement and Second Termination

On May 22, 2023 the Chief issued a detailed two-page memo to the Grievant entitled “return to work advisement.”⁶¹ In it the Chief noted that since Ms. Johnson had been terminated many months prior she had not “performed any of the duties and responsibilities of a police officer and were not governed by the rules, regulations, policies and procedures of the City and Police Department.” In addition to this, the Chief notes the passage of the SAFE-T Act⁶² by the State of Illinois, “which requires new and additional training and educational requirements for police officers.” The Chief further states “Accordingly, for your safety, the safety of your fellow officers, and the safety of the community, you will not be assigned to any solo patrol duties” until certain events occur, as follows:

1. Are certified as a police officer by the Illinois Law Enforcement Training and Standards Board (ILETSB).
2. Pass a criminal history check and a drug screening.
3. Successfully complete the training and educational requirements identified by the City and ILETSB, including but not limited to the following:
 - a. review and maintain a working knowledge of all rules, regulations, policies and procedures of the City and Police Department;
 - b. completion of the police academy to be scheduled and paid for by the City;
 - c. completion of the City’s field training program; and
 - d. completion of all of the training requirements implemented during the time you were not employed by the City.

The memo informed the Grievant of her initial work hours of 7 a.m. to 3 p.m., Monday through Friday. The Chief identified Ms. Johnson’s immediate supervisor as Det. Sgt.

⁶¹ City Exhibit 2.

⁶² The SAFE-T Act, enacted by the Illinois legislature in 2021, is an acronym for Safety, Accountability, Fairness and Equity-Today. This law mandated significant changes to the criminal justice system in the state, including police practices.

DeMario.⁶³ He directed the Grievant to contact her supervisor or the officer-in-charge of the patrol shift for the shift Ms. Johnson was working for any clarification. At the end the memo the Chief further stated as follows:

At this point, you have received the most suspension time of any officer in the Police Department's history. This reinstatement order is your very last chance to remain employed with the City of Oakbrook Terrace. If you violate any rule or regulation of the City or Police Department, you are subject to disciplinary action up to and including termination of your employment.

The Chief's signature was at the bottom of the memo along with a place for the Grievant to sign. Ms. Johnson signed as follows: "V.C. Johnson #19, 05/22/2023." During her later interview conducted by Tom Kotlowski⁶⁴ during the First Clarity One investigation, the Grievant informed him that she was ordered to sign the notice by the Chief and so indicated "V.C." to show that her signature was affixed, as she stated, "under duress."⁶⁵ Ms. Johnson did not grieve the return to work advisement from the Chief.

The record shows that the Grievant experienced emotional difficulty almost immediately after receiving the return to work advisement from the Chief, as shown by the following sequence of message exchanges in June of 2023.

On June 22 Det. Sgt. DeMario sent Ms. Johnson an email "for your information," telling the Grievant about "... free counseling at no cost, among other things. Since you expressed anxiety this morning I thought maybe talking with a third party may be beneficial." Det. Sgt. DeMario stated that she wanted to give the Grievant "every advantage" and then included the phone number and website to use to sign up for the free counseling benefit she referenced.

⁶³ This is the same person also identified as Sgt. DeMario herein.

⁶⁴ City Exhibit 6 Bates p. 000264.

⁶⁵ Ibid.

On June 23 Det. Sgt. DeMario sent a two-page memo⁶⁶ to the Deputy Chief re “Officer Johnson.” In it Det. Sgt. DeMario refers to the email she sent to the Grievant “with information on how to access the City of Oakbrook Terrace Employee Assistant Program (“EAP”)” following “a concerning interaction I had with Officer Johnson earlier that same day.”⁶⁷ This memo to the Deputy Chief stated as follows, in part:

Officer Johnson contacted me and advised that she would have to take a personal day on June 22, 2023 due to feelings of anxiety. Officer Johnson related to me that she did not want to take a sick day because of “how they are” and added that she felt guilty about taking sick days.

Officer Johnson returned to service with this department and since that time has been under my supervision. During that time Officer Johnson has come to me and engaged me in conversations that have been largely one sided with Officer Johnson complaining about the treatment she has received by the police department, which she references as “they.” Officer Johnson has related to me that “they” have ruined her life, lied about her, and screwed her over.

When Officer Johnson speaks to me about these issues, I have tried not to engage with her negative statements and have not attempted to have her clarify what she means. Instead, I have attempted to redirect her attention to the positive state of her position with this department and her opportunity to have a fresh start. I have attempted to direct her attention to her training and the tasks she has been assigned to do.

Det. Sgt. DeMario also wrote that she had become concerned about the Grievant’s mental state after having observed her crying multiple times after her reinstatement, which had prompted her to tell Ms. Johnson about the EAP benefit.

On June 28th the OTPD records supervisor wrote a memo to the Deputy Chief in which the records supervisor details an event on June 23rd. The memo details that on June 23rd the Grievant and Det. Sgt. DeMario were near the front desk while he (the records supervisor) and they “were conversing, in general, and out of the blue Officer Johnson began to cry.” The records supervisor continued “I did not know what from our conversation, would have made her

⁶⁶ City Exhibit 6 Attachment 10.

⁶⁷ Ibid.

cry. She then got up grabbed tissue paper and came to my office where she sat down and tried to compose herself.”⁶⁸

By a memo entitled “Notice of Fitness for Duty Evaluation” of June 29, 2023⁶⁹ the Chief then ordered the Grievant to report to (the person he named⁷⁰) on July 3 at 9 a.m. for testing and on July 6 at 10 a.m. for additional evaluation (with another person he named) via video conferencing. The Chief stated that he was ordering this fitness for duty evaluation to adequately assess whether (the Grievant was) fit to return to duty. He informed Ms. Johnson that she would remain in administrative capacity until the City received the evaluation and is able to make a determination about her ability to perform the essential functions of her position.⁷¹

There is nothing in the record⁷² to indicate that the Grievant either did or did not take advantage of the free counseling services available pursuant to City’s EAP benefit.

By a two-and-a-half page email dated August 25, 2023⁷³ Ms. Johnson communicated to the City Administrator Jim Ritz⁷⁴ and Mayor Paul Esposito her claims against the Chief and the Deputy Chief as well as stating her desire to be relieved of attending the academy as the Chief had ordered her to do upon her reinstatement. The Grievant informed the City Administrator and Mayor of “the continuing harassment, disparity in treatment, and bullying I am still having

⁶⁸ City Exhibit 6 Attachment 10.

⁶⁹ Union Exhibit 9.

⁷⁰ The Chief testified that this person was selected by City human resources personnel. Transcript p. 88

⁷¹ There was nothing in the record about the results of the fitness for duty testing or evaluation but the arbitrator assumes the Grievant passed this as the record shows she was back at work shortly thereafter.

⁷² Given the nature of the difficulties the Grievant was apparently having, and the confidentiality of EAP benefits in the arbitrator’s experience, the arbitrator would not expect the record to contain any information about any use or non-use of the EAP benefit by Ms. Johnson.

⁷³ City Exhibit 6 Attachment 1; this was the second email the Grievant had sent, as the first, sent a day or so earlier, was apparently rejected by the City’s email security system.

⁷⁴ Mr. Ritz had recently become City administrator.

to endure as a veteran police officer of 15 years.” Ms. Johnson further cited various activities and history that she stated supported these claims, as follows:

... Since winning my job back, I have been fingerprinted, drug tested, hidden in an office for weeks to read over policy and procedures, given a ‘surprise’ 50 question test on the policy and procedures, forced to see a Neuropsychologist for a 12 hour exam, only allowed to complete my mandatory training online, without being able to attend in house training. I am now hidden on the desk during nightshift when the desk had previously been closed. I’m lucky if I answer one phone call a shift.

Further, the Grievant stated:

Chief Calvello is now forcing me (to) attend the academy, as a certified police officer. This is not something the ILETSB is requiring, but yet another punishment.

...

Now, because of this punishment to attend a basic law enforcement course . . . I am also having to incur several hundred dollars in expenses to attend the academy, when I am already in a poor financial state.

For years I have endured Chief Calvello and Deputy Chief Clark’s relentless pursuit to discredit and assassinate my character.

...

As always, I will make the time to answer any and all questions you may have for me.

...

I will also be reaching out to the Commissioners⁷⁵ to see if they are able and willing to waive the academy in accordance with S.O.P. 4.9.1 (A).⁷⁶ However, it is my hope that this will be resolved before then.

The Grievant sent another, shorter email to City Administrator Ritz and Mayor Esposito on September 4th⁷⁷ not knowing if they had received the earlier messages in August, again apparently due to the City’s email security system. In this message Ms. Johnson claimed things were getting worse and that Deputy Chief Clark was now “trying not to pay me for the several

⁷⁵ The record does not identify who the referenced Commissioners are.

⁷⁶ The arbitrator is unsure of what this SOP relates to. Section 4.9.1.A. in the City Personnel Policy & Procedures Manual at City Exhibit 15 states the primary goals of the EAP program. The numbers for the OTPD rules and regulations at City Exhibit 16 end at 3.2.47.

⁷⁷ City Exhibit 6 Attachment 2.

hours of overtime I've had during the academy." Ms. Johnson claimed she was putting in 12 or more hours a day and should "get over time for all days over 8 hours."⁷⁸

The next day, September 5th, City Administrator Jim Ritz replied via email⁷⁹ to the Grievant asking for a copy of "any, and all documentation or communications involved with your complaint." Further, he stated that "these are accusations that the city takes seriously and which we are responsible to follow up on and take any corrective actions if the facts and findings of the internal inquiry are supported. Please forward any supporting documents to me so I can precisely explore the facts and circumstances that have transpired as you have claimed in your email."

By her email to the City Administrator and Mayor the Grievant again showed her disregard for a valid order she was given by the Chief upon her reinstatement to, among other things, attend the police academy. Clearly she did not want to comply with the Chief's order, stating that she would reach out to the Commissioners.⁸⁰ The Grievant undermined the chain of command at the OTPD by going to the City Administrator and Mayor asking to be relieved of the duties she was reasonably and properly ordered to complete after her approximately 15 months of not working as a police officer nor at any job.

The management rights section of the CBA,⁸¹ cited above, clearly and specifically gives the City the ability to manage and direct OTPD employees, including "to educate and train employees, and in so doing to determine the subject matter, criteria, and procedures for such training . . ." The Grievant had not been working for about 15 months, during which time she may well have changed her lifestyle and habits and/or become unfamiliar with the current

⁷⁸ The overtime issue comes up several times in this time period. The arbitrator notes that the CBA provides that overtime is paid for hours in excess of 80 in a 14-day pay cycle, as cited above.

⁷⁹ City Exhibit 6 Attachment 2.

⁸⁰ The record does not show whether the Grievant contacted the Commissioners.

⁸¹ Union Exhibit 1.

duties and responsibilities of a police officer with the OTPD. The arbitrator concludes that the City and the Chief were well within the rights pursuant to the CBA as well as their responsibility to oversee and direct the OTPD when the Chief ordered the Grievant to complete the items pursuant to the return to work advisement.

In addition, Arbitrator Stallworth had recommended in the clarification to his award⁸² that the Grievant participate in and complete any needed training as determined by the City in “good faith.”

Mr. Ritz ignored Ms. Johnson trying to get out of the Chief’s order to attend the academy, and responded to her complaints as required by City policies as well as according to accepted and standard practice for all employers in the arbitrator’s experience when he asked the Grievant to produce documentation and communications supporting the claims against the Chief and the Deputy Chief she had articulated to him and the Mayor. The purpose for the request, he told Ms. Johnson,⁸³ was “to conduct a thorough inquiry into your accusations . . .”

Mr. Ritz sent multiple emails⁸⁴ to Ms. Johnson over the next several days repeatedly requesting any and all support for her claims, but he received nothing from her other than, for example,⁸⁵ that she had problems with her scanner, and that she had sent him the policy numbers that were violated. She also told him that “if you ask around” there are people, some of whom she named, who were witnesses to a statement by the Chief.

On October 4, 2023 Mr. Ritz called and retained Tom Kotlowski of Clarity One Solutions⁸⁶ to conduct an investigation into the accusations the Grievant had made against the

⁸² City Exhibit 6 Attachment 18.

⁸³ City Exhibit 6 Attachment 2.

⁸⁴ As shown in the timeline, above.

⁸⁵ City Exhibit 6 Attachment 7.

⁸⁶ This became the third independent investigation by the City during the Grievant’s tenure with the OTPD.

Chief and the Deputy Chief. This would result in the First Clarity One investigation and report.⁸⁷ Although the Union asserted that none of the independent investigators retained by the City throughout the Grievant's employment with the OTPD were in fact independent or neutral, including Mr. Kotlowski of Clarity One Solutions, there was no evidence in the record to support this assertion. Mr. Kotlowski began his investigation the next day, October 5th.

Mr. Ritz had informed Ms. Johnson by email and a hand-delivered letter dated October 4th⁸⁸ that she would be contacted by Tom Kotlowski to continue with the focus and scope of the investigation into her complaints, although Mr. Ritz had not received any of the requested documentation for those complaints. The first person Mr. Kotlowski interviewed was the Grievant, as is usual in all such investigations, in order to have her provide information about the nature and scope of her claims against the Chief and Deputy Chief.

The Union asserted in its brief that the City violated the UPODA⁸⁹ when it retained Tom Kotlowski of Clarity One Solutions to investigate the Grievant's claims and specifically when he interviewed the Grievant without prior notice to her as provided in this law. The arbitrator has determined that the notice requirement in this statute is not applicable here for several reasons.

First, there was no evidence that Clarity One was conducting what the statute describes as a "formal investigation . . . ordered by a commanding officer during which the questioning of an officer is intended to gather evidence of misconduct." The stated purpose of the investigation was to find out about the Grievant's claims against her superior officers. Further, there was no evidence showing that Clarity One conducted an "interrogation" in connection with an "alleged violation" of the City's rules as these terms appear in the statute, nor was the interview of the Grievant an "informal inquiry" under the statute as no command personnel from the City were

⁸⁷ City Exhibit 6.

⁸⁸ City Exhibit 6 Attachment 8.

⁸⁹ The Uniform Police Officers' Disciplinary Act is found at 50 ILCS 725/1.

involved in the interview of the Ms. Johnson conducted by Mr. Kotlowski. No evidence was produced to support the allegation that this investigation was anything other than a full and fair investigation conducted by an experienced⁹⁰ and independent investigator into whether the Grievant's complaints against her superior officers had merit.

Mr. Kotlowski's interview of Ms. Johnson on October 12th was arranged by him through the director of the SLEA, the police academy then being attended by the Grievant which is located on the campus of the College of DuPage. The director provided a private room for the interview.⁹¹ Prior to the start of the interview⁹² he told Ms. Johnson that he had read her emails to Mr. Ritz and assured her that she was not the subject of any potential discipline as he was there to gather evidence for her complaint. Mr. Kotlowski confirmed with Ms. Johnson that she did not object to the interview, to its being recorded, nor did she want her counsel present. The interview lasted approximately one hour and 10 minutes.

Some of the information the Grievant provided in this interview to Mr. Kotlowski was contradictory, as documented in his report:

~ That Ms. Johnson said that her assignment to review policy and procedure and to attend the police academy were evidence supporting her complaint of harassment, disparity in treatment, and bullying behavior; she simultaneously identified these assignments as beneficial to her.

~ That the Grievant said she was given a "surprise" test on policy and procedures, but that Sgt. DeMario had provided her with a "heads up" that she would be tested.

~ That she was fingerprinted even though her prints were already on file and made to take a drug test. She felt being fingerprinted was a "bullying tactic" but later said "I get it, I was off for a bit of time."

⁹⁰ Mr. Kotlowski testified at the hearing to his lengthy experience in law enforcement, see Transcript pp. 112-114.

⁹¹ This and all of the references to the First Clarity One investigation may be found in City Exhibit 6, the report of this investigation dated October, 2023.

⁹² In addition to reading the investigatory report in City Exhibit 6, the arbitrator listened to the recording of Mr. Kotlowski's interview of Ms. Johnson in full. This audio recording, which is City Exhibit 6 Attachment 9, was provided to the arbitrator at the hearing.

~ That Ms. Johnson said she should be “out on the street” and that being sent to the academy was punishment but acknowledged that the recently enacted SAFE-T Act “has been a thing.”

When discussing her complaint, the report states that Ms. Johnson “became emotional many times,” as a result of which Mr. Kotlowski informed her of the EAP benefit of the City which was confidential and free. The report relates that she claimed she would “never” take part in such a program from the City.⁹³

Additional examples of treatment that the Grievant felt supported her claims against the Chief and Deputy Chief include that her uniforms which she stated did not fit her were returned to her in a “garbage” bag which she found humiliating; that she was made to work the desk during the 4th of July holiday when the lobby was closed; that she was assigned to work the desk on the midnight shift to fill in for an employee who was on vacation; and that she had been put in a windowless “hidden” room when she returned but that “everyone” had come to her and expressed displeasure at how she was being treated. During the Grievant’s testimony at the hearing with regard to this room, Ms. Johnson admitted that she was not locked in the room, that she was able to leave the room whenever she wanted, and that she could go to the area where officers come in and congregate.⁹⁴

Mr. Kotlowski interviewed a number of OTPD personnel following his interview of the Grievant. These were Ms. Johnson’s then-supervisor, Det. Sgt. DeMario, Sgt. Bryant, Deputy Chief Clark, Chief Calvello, and the Assistant to the City Administrator. The questions asked related to the various claims the Grievant had made about her treatment by the Chief and the Deputy Chief and the OTPD in general, but in the case of the Assistant to the City Administrator

⁹³ The audio of this interview confirms all that is in the report about it. The arbitrator particularly noted Mr. Kotlowski’s straightforward and kind manner of asking questions of the Grievant, particularly when she choked up and was unable to continue speaking.

⁹⁴ Transcript pp. 320-321.

questions were limited to Ms. Johnson's overuse of vacation time which the Grievant had done since her reinstatement.

In his conclusions at the end of his report Mr. Kotlowski stated as follows:

In support of her complaint, Officer Johnson provided several examples of incidents she felt were evidence of such⁹⁵ mistreatment. However, during my review of all evidence collected, including information obtained during interviews of witnesses, Officer Johnson's numerous examples are based on assumptions and personal feelings and not facts.

Mr. Kotlowski's report then reviewed in great detail all of the information the Grievant had provided in support of her claims as well as the information he obtained from Ms. Johnson and the various witnesses he interviewed, and concluded that the Grievant's written and oral complaints alleging that after her reinstatement she was subjected to harassment, disparity in treatment, and bullying behavior from the Chief and Deputy Chief were "unfounded." Further, the report concludes that the Chief and the Deputy Chief were "exonerated."

The arbitrator has read the First Clarity One investigation report in its entirety as well as the rest of the extensive record⁹⁶ in this case. She concludes that the First Clarity One was a full and fair investigation of the claims the Grievant made against her superior officers, as he was retained to do. Further, the arbitrator completely agrees with the conclusions of Mr. Kotlowski. The Grievant certainly believes that the feelings she has of being bullied and harassed are genuine but they are without objective merit and, as he stated, "lack the support of unbiased evidence."

Conclusion

⁹⁵ Mr. Kotlowski had described the elements of workplace bullying and harassment per the EEOC earlier in his report.

⁹⁶ With the exception of the attachments to Union 15, as footnoted above.

The arbitrator considered the lengthy work and disciplinary history of the Grievant in order to understand her performance over time; their relevance is important when considering the appropriate discipline in the current case and whether there are mitigating or aggravating factors. The arbitrator is aware that Ms. Johnson's prior infractions of City and OTPD policies, procedures, rules, and regulations, or the Grievant's misconduct, were already disciplined by the City in the past. While there is nothing in the CBA that mandates that prior acts or discipline not be considered due to the passage of time, the arbitrator has nevertheless relied on the Grievant's performance and actions since her recent reinstatement in 2023 in arriving at the opinion and award in this case.

The arbitrator concludes that the Grievant violated the reasonable City and OTPD policies and procedures, all of which Ms. Johnson had notice, most notably Section 2.9.2.E. of the City's employment policies and practices. This section proscribes knowingly⁹⁷ filing false and frivolous claims against another of harassment or discrimination, which the arbitrator concludes to be the nature of the claims the Grievant made against the Chief and the Deputy Chief. The arbitrator has further concluded that the unsubstantiated claims of the Grievant were not made in good faith.⁹⁸ The arbitrator also concludes that as a result Ms. Johnson was properly terminated by the City for just cause pursuant to the CBA.

Mitigating or Aggravating Circumstances

Mitigating or aggravating factors are considered by arbitrators in determining whether the discipline imposed by an employer meets the standard of just cause. These factors generally include whether the grievant had a prior good record, a bad one, or something in between. "An offense may be mitigated by a good past record and it may be aggravated by a poor one. Indeed,

⁹⁷ Knowingly means that an act was done deliberately and intentionally and not by mistake.

⁹⁸ Good faith means that claims were made honestly and fairly based on an honest intent or purpose.

the employee's past record often is a major factor in the determination of the proper penalty for the offense."⁹⁹

Ms. Johnson's past record shows that she brought multiple claims including for harassment, bullying, and retaliation against her superior officers during her employment as a police officer, which claims were made in close proximity in time to her receiving valid orders which she disliked or with which she chose not to comply. None of the claims asserted by the Grievant were substantiated following multiple, independent investigations. While Ms. Johnson had a relatively long employment with the City of about 15 years prior to her most recent termination, many of these years were filled with numerous disciplinary actions for her failure to follow lawful orders and bringing unsubstantiated claims against the Grievant's superiors.

The arbitrator has concluded that the recent claims were false and frivolous, knowingly asserted by the Grievant, and were not made in good faith, all in violation of the City's personnel policy and procedures and the Oakbrook Terrace Police Department Rules and Regulations.¹⁰⁰

All of Ms. Johnson's claims were investigated by a series of qualified independent investigators, including one to whom she refused to provide any information to substantiate her claims. Not only were none of the claims she made substantiated, others were determined to be objectively false by the most recent investigation. These repeated, unsubstantiated claims had the effect of undermining the authority of the Chief and other superior officers in the OTPD, all to the detriment of the chain of command that is necessary to operate an efficient paramilitary organization such as the OTPD. The final investigation after her more recent termination went beyond a finding that her claims could not be substantiated and concluded that the Chief and

⁹⁹ *How Arbitration Works*, Elkouri and Elkouri, 8th Ed., Ch. 15.3.F.viii.

¹⁰⁰ City Exhibits 15 and 16.

deputy Chief were exonerated from the claims the Grievant made upon her return to work following her second termination.

The arbitrator read the positive reports and comments about the Grievant's work performance in Union Exhibit 14, but notes that these are relatively few in number with the most recent dated in 2020; the others were dated in the years prior to that. The arbitrator concludes that these are not sufficient to characterize Ms. Johnson's work history as a good one relative to the balance of her extensive disciplinary history.

The arbitrator concludes that the Grievant's years as a police officer with the City are an aggravating rather than a mitigating factor, and do not persuade in favor of lessening the discipline imposed in 2024, namely, the termination of the Grievant.

Union's Arguments

Some of the Union's assertions in favor of the reinstatement of the Grievant in this case were addressed above. As to others that were not discussed, the arbitrator addresses these and concludes as follows.

With regard to fingerprinting, the arbitrator is aware that fingerprints can change over time due to a variety of factors including scarring. Given that Ms. Johnson was away from work for an extended period of time, the arbitrator concludes that taking her fingerprints upon reinstatement was both prudent and reasonable.

With regard to having the Grievant undergo a drug test contrary to the CBA provision that permits these tests only based upon reasonable suspicion and additionally forbids random testing, the arbitrator is troubled by this requirement. There was no evidence provided about the bargaining history of this provision in the CBA, and whether it was intended to apply to the circumstances of reinstatement following a lengthy time away from serving as a police officer, as here. The arbitrator assumes, although without evidence, that OTPD applicants are required to

take a drug test before they are hired, and that that situation is akin to the Grievant's circumstances when she was reinstated. Nevertheless, the CBA says what it says, and the arbitrator concludes that a drug test should not have been required of the Grievant upon her return to work. Even though this was required of Ms. Johnson, however, she took and passed the test and there was no evidence that the test or the result were factors in her eventual termination.

With regard to returning Ms. Johnson's uniforms in a "garbage bag," the arbitrator notes that nowhere in the record was "garbage bag" described as being anything other than a large plastic bag, as those words generally denote. Uniforms are the property of the OTPD and the Grievant returned hers when she was terminated the first time; those that were still part of a required uniform were returned to her by her supervisor when she returned. While the Grievant felt that the OTPD was mocking her appearance in that some of the uniform items that were returned did not fit, there are no facts to support Ms. Johnson's feeling of being mocked. There is nothing to conclude here other than the fact of the return of the relevant pieces of a current uniform to the Grievant in a plastic bag.

With regard to the Grievant's termination by the City Administrator and the CBA provision that "The Chief of Police shall have authority to directly impose discipline, including suspension and/or termination, for just cause"¹⁰¹ the arbitrator concludes that there is no violation of the CBA. The language does not say that the Chief shall have "sole" authority to impose discipline. Beyond that and more importantly, the Chief was a target of the claims made by the Grievant; for him to have made the decision to terminate Ms. Johnson or to have been in any way a part of that decision would have been a violation of good employment practice and fair play, to say the very least.

¹⁰¹ CBA Article X, cited above.

With regard to the Second Clarity One investigation, as noted above the arbitrator did not read anything but the report and conclusions of Mr. Kotlowski about the internal investigation written by Deputy Chief Clark. Nothing in that internal investigation was considered by the arbitrator. The arbitrator concludes that there is no basis for the mere existence of the Second Clarity One investigation to vitiate Ms. Johnson's firing.

Perhaps most importantly, the arbitrator addresses the assertion by the Union that the Grievant's termination by the City was "textbook retaliation" for bringing the claims she did against her superior officers and, further, that Mr. Kotlowski exceeded his charge by investigating the Grievant.

The City as stated in its policies encourages employees to bring claims to the attention of management when they believe they have been discriminated against, harassed, bullied, etc., and rightly so. The effect of such treatment of employees by their superiors or anyone in the workplace has a significant and negative effect on the affected employee and may well result in disruption of the entire workplace. The City appropriately mandates that such claims be promptly investigated, which was done in this case when it retained Clarity One Solutions as well as the prior investigators regarding earlier claims. At the same time, Section 2.9.2.E. of the City employment practices and regulations regarding harassment and discrimination subjects anyone who knowingly and falsely accuses another of these actions, in the absence of good faith, to appropriate discipline up to and including termination. Bringing false claims knowingly, that is, deliberately and not as a mistake, as the Grievant did here, negatively affects those who are charged and permeates the entire workplace. In a paramilitary organization such as the OTPD, false claims challenge and damage the necessary chain of command. While the arbitrator is persuaded that the Grievant sincerely believes that she has been treated badly by her superiors, including the Chief and the Deputy Chief, and that her termination was in retaliation for her

complaints, the arbitrator concludes as did Mr. Kotlowski that Ms. Johnson's belief is unfounded and not based in fact.

With regard to the First Clarity One investigation, as is necessary when conducting a full and fair investigation, Mr. Kotlowski appropriately went where the testimony and facts directed while he was investigating the claims the Grievant had made; he did not investigate the Grievant herself. His conclusions are all fully supported by the details in the report.

Arbitrator's Findings

The arbitrator finds as follows:

That the City and OTPD rules, regulations, policies, and procedures were eminently reasonable and appropriate;

That the Grievant had sufficient notice of these rules, regulations, policies and procedures;

That the various tasks¹⁰² the Grievant was ordered to complete upon her return to work following her reinstatement were well within the City's rights under the CBA as well as being reasonable and appropriate due to her lengthy time away from working as a police officer, and were all to ensure that Ms. Johnson was ready to resume police officer duties and was properly trained, especially in recently enacted statutes and changes to criminal justice procedures;

That the Grievant made repeated claims against her superiors for harassment, discrimination, etc., none of which were substantiated by independent investigators including the most recent First Clarity One investigation;

That the Grievant's unsubstantiated claims against her superiors were knowingly asserted by Ms. Johnson, that is, they were made intentionally and not by mistake, over a lengthy period of time;

¹⁰² Except the drug test, as noted above.

That the Grievant's claims against her superiors were false and frivolous and not made in good faith, that is, they were not made honestly and fairly based on an honest intent or purpose;

That the claims made by the Grievant were in violation of the City's personnel policy and procedures and the Oakbrook Terrace Police Department Rules and Regulations;¹⁰³

That the First Clarify One investigation of the Grievant's claims was independent of the City, was a full and fair investigation that was conducted appropriately and professionally, and was not begun nor completed in retaliation for her asserting her claims;

That the investigation of the Grievant's complaints by the City was proper and in accord with good employment practice as well as City and OTPD policies, and was not in retaliation for her asserting her complaints;

That the City and the independent investigator did not violate Illinois law, namely, the UPODA, when Ms. Johnson was interviewed at SLEA;

That the City did not violate the CBA when the Grievant was terminated by City Administrator Jim Ritz rather than by the Chief;

That the Grievant's relatively lengthy employment for the City is not a mitigating factor due to the unsubstantiated false claims Ms. Johnson knowingly made against her superiors while she was so employed, but rather is an aggravating factor due to these claims; and

That there was just cause pursuant to the CBA for the City to terminate the Grievant's employment as a police officer in 2024.

Opinion and Award

Throughout her time as police officer for the OTPD, the Grievant failed to follow a great number of the lawful orders she was given by her superior officers. None of the orders she failed to follow were unlawful nor were they even arguably unlawful. Many of these orders were

¹⁰³ City Exhibits 15 and 16.

disobeyed on multiple occasions. The Grievant's repeated failure to follow orders issued by superior officers in the OTPD undermined the chain of command that is essential in a paramilitary organization. Beyond her failure to follow multiple lawful orders, Ms. Johnson attempted to deflect responsibility and to escape discipline for these failures by bringing various and serious claims against her superior officers. None of these claims were substantiated by the independent investigators retained by the City, and were most recently found to be false and frivolous and not made in good faith by the First Clarity One investigation. That most recent investigation additionally exonerated both the Chief and the Deputy Chief of the claims the Grievant made against them.

Based on the facts, evidence, testimony, discussion, and findings above, the City has proven to the arbitrator's complete satisfaction by a preponderance of the evidence that it had just cause to terminate the Grievant.

The grievance is **DENIED**.

Dated: November 5, 2025

A handwritten signature in blue ink that reads "Carol J. Tidwell". The signature is fluid and cursive, with the first name "Carol" and last name "Tidwell" clearly legible.

Carol J. Tidwell, J.D.

RESOLUTION NO. 25 - 17

**A RESOLUTION TO AUTHORIZE THE RELEASE OF CERTAIN EXECUTIVE
SESSION MINUTES FOR MEETINGS IN THE YEARS 1995-2025 OF THE
CITY COUNCIL OF THE CITY OF OAKBROOK TERRACE, ILLINOIS**

WHEREAS, the Illinois Open Meetings Act (5 ILCS 120/1 *et seq.*) requires the City to keep written minutes of all executive session meetings;

WHEREAS, the City Council has reviewed certain minutes and has determined that these minutes may be released and made available for public inspection; and

WHEREAS, the City Council deems it desirable and in the best interest of the City to release certain executive session minutes for public inspection;

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: It is hereby determined that it is no longer necessary to protect the public interest or the privacy of an individual by keeping all of part of the following executive session minutes of the City Council confidential, and they are hereby made available for public inspection:

Minutes to be Released

- | | |
|------------------------------|---------------------------------|
| 1. August 8, 1995 | 13. June 13, 2000 (Partial) |
| 2. September 26, 1995 | 14. June 27, 2000 |
| 3. November 24, 1005 | 15. July 25, 2000 |
| 4. December 12, 1995 | 16. August 16, 2000 |
| 5. August 12, 1997 (Partial) | 17. August 29, 2000 |
| 6. August 12, 1997 (Partial) | 18. September 12, 2000 |
| 7. August 26, 1997 | 19. October 24, 2000 (Partial) |
| 8. September 9, 1997 | 20. November 28, 2000 (Partial) |
| 9. October 14, 1997 | 21. December 12, 2000 |
| 10. November 25, 1997 | 22. April 9, 2002 |
| 11. December 9, 1997 | 23. July 27, 2004 |
| 12. April 28, 1998 | 24. August 24, 2004 |

- | | |
|----------------------------------|------------------------------|
| 25. September 7, 2004 | 50. October 28, 2014 |
| 26. September 14, 2004 | 51. October 27, 2015 |
| 27. November 9, 2004 | 52. January 26, 2016 |
| 28. February 22, 2005 | 53. February 9, 2016 |
| 29. March 3, 2005 | 54. July 12, 2016 |
| 30. March 27, 2007 | 55. February 14, 2017 |
| 31. June 12, 2007 | 56. April 11, 2017 (Partial) |
| 32. June 26, 2007 | 57. January 23, 2018 |
| 33. March 25, 2008 | 58. June 12, 2018 |
| 34. July 8, 2008 | 59. August 13, 2019 |
| 35. October 14, 2008 | 60. January 22, 2020 |
| 36. April 14, 2009 | 61. August 25, 2020 |
| 37. November 24, 2009 (Partial) | 62. March 9, 2021 (Partial) |
| 38. April 8, 2010 | 63. March 23, 2021 |
| 39. June 8, 2010 (Partial) | 64. April 13, 2021 |
| 40. October 26, 2010 | 65. August 24, 2021 |
| 41. November 9, 2010 | 66. October 12, 2021 |
| 42. April 11, 2011 | 67. October 26, 2021 |
| 43. May 24, 2011 | 68. December 14, 2021 |
| 44. October 25, 2011 | 69. November 8, 2022 |
| 45. May 8, 2012 (Partial) | 70. June 27, 2023 |
| 46. August 28, 2012 | 71. January 23, 2024 |
| 47. July 23, 2013 | 72. May 14, 2024 |
| 48. September 10, 2013 (Partial) | 73. July 9, 2024 |
| 49. January 28, 2014 | 74. August 13, 2024 |

Section 3: It is hereby determined that the need for confidentiality still exists as to all or part of the following closed session minutes:

Minutes to be Retained

- | | |
|---------------------------------|------------------------------|
| 1. July 11, 1995 (Partial) | 31. May 8, 2012 (Partial) |
| 2. July 14, 1998 (Partial) | 32. January 22, 2013 |
| 3. October 13, 1998 (Partial) | 33. March 26, 2013 (Partial) |
| 4. October 24, 2000 (Partial) | 34. March 25, 2014 (Partial) |
| 5. November 28, 2000 (Partial) | 35. April 8, 2014 |
| 6. January 9, 2001 (Partial) | 36. October 14, 2014 |
| 7. October 9, 2001 | 37. December 9, 2014 |
| 8. October 23, 2001 | 38. March 24, 2015 (Partial) |
| 9. November 13, 2001 (Partial) | 39. April 12, 2016 |
| 10. May 27, 2003 (Partial) | 40. June 14, 2016 |
| 11. July 22, 2003 | 41. November 8, 2016 |
| 12. December 18, 2003 (Partial) | 42. April 11, 2017 (Partial) |
| 13. February 13, 2007 (Partial) | 43. June 13, 2017 |
| 14. October 9, 2007 (Partial) | 44. April 10, 2018 |
| 15. November 13, 2007 (Partial) | 45. May 14, 2019 |
| 16. February 12, 2008 (Partial) | 46. June 25, 2019 |
| 17. June 23, 2009 | 47. February 11, 2020 |
| 18. July 14, 2009 (Partial) | 48. May 26, 2020 (Partial) |
| 19. November 24, 2009 (Partial) | 49. August 11, 2020 |
| 20. January 12, 2010 (Partial) | 50. October 13, 2020 |
| 21. April 27, 2010 | 51. March 9, 2021 (Partial) |
| 22. May 11, 2010 | 52. April 12, 2022 |
| 23. June 8, 2010 (Partial) | 53. June 14, 2022 |
| 24. June 22, 2010 (Partial) | 54. August 9, 2022 |
| 25. July 13, 2010 (Partial) | 55. October 25, 2022 |
| 26. July 12, 2011 | 56. April 25, 2023 (Partial) |
| 27. November 22, 2011 (Partial) | 57. June 13, 2023 |
| 28. January 10, 2012 | 58. July 25, 2023 |
| 29. February 14, 2012 | 59. September 26, 2023 |
| 30. March 27, 2012 | 60. August 27, 2024 |

Minutes to be Retained (continued)

- | | |
|-----------------------|------------------------|
| 61. October 8, 2024 | 68. July 8, 2025 |
| 62. October 22, 2024 | 69. July 22, 2025 |
| 63. February 21, 2025 | 70. August 12, 2025 |
| 64. February 28, 2025 | 71. September 9, 2025 |
| 65. April 8, 2025 | 72. September 23, 2025 |
| 66. June 10, 2025 | 73. October 28, 2025 |
| 67. June 24, 2025 | |

Section 4: This resolution shall take effect upon its passage and approval in pamphlet form.

ADOPTED this 11th day of November 2025, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 11th day of November 2025.

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

ATTESTED and filed in my office,
this 11th day of November 2025.

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