

City of Oakbrook Terrace

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



City Council Regular Meeting Agenda

Tuesday, January 27, 2026, at 7:00 PM

Council Chambers - City Hall - 17W261 Butterfield Road



CITY COUNCIL REGULAR MEETING AGENDA

Tuesday, January 27, 2026 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

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 January 13, 2026.

VI. PUBLIC PARTICIPATION

VII. ACTION ITEMS / CONSENT AGENDA

1. Payment of City Bills: January 27, 2026, in the amount of \$452,777.60.
2. Salt Storage Facility Pay Request #3 and Final.
3. Motion to Consent to the Nomination of Geza Petra as Alderperson in Ward 3.
4. Motion to Consent to the Nomination of Frank Siciliano as Police Commissioner.

VIII. ITEMS REMOVED FROM THE CONSENT AGENDA

IX. RECESS TO COMMITTEE OF THE WHOLE

X. MAYOR ESPOSITO

XI. COMMITTEE OF THE WHOLE

1. Villa Park Library – Sandra Hill to present Update on Agreement.
2. York Township Food Pantry – Tim Murray to present.
3. Ordinance Authorizing and Approving a Vacant Land Contract by and between Lynda Robinette, Successor Trustee of the John C. Robinette Trust and Cheryl Robinette, Executor of the Estate of Thomas A. Robinette and the City of Oakbrook Terrace.

XII. COUNCIL MEMBER COMMENTS

XIII. CITY ATTORNEY

XIV. CITY CLERK

XV. CITY ADMINISTRATOR

XVI. RECONVENE THE CITY COUNCIL MEETING

XVII. RECESS TO EXECUTIVE SESSION

XVIII. EXECUTIVE SESSION

Closed Session pursuant to Section 2(c)(1) of the Open Meetings Act to discuss the appointment, employment, compensation, discipline, performance or dismissal of specific city employees

XIX. RECONVENE THE CITY COUNCIL MEETING

XX. NEW BUSINESS

An Ordinance Reappointing a Chief of Police and to Approve and Authorize the Execution of an Employment Agreement for the City of Oakbrook Terrace, Illinois.

XXI. ADJOURN

Next Regular City Council Meeting Tuesday, February 10, 2026.

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

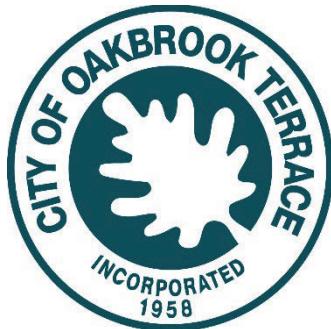
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City Council Regular Meeting Minutes

Tuesday, January 13, 2026 7:00 PM

Council Chambers - City Hall - 17W261 Butterfield Road



CITY COUNCIL REGULAR MEETING MINUTES

Tuesday, January 13, 2026 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

I. CALL TO ORDER

Mayor Esposito called the January 13, 2026, Regular and Committee of the Whole Meeting of the City Council to order at 7:00 PM.

II. ROLL CALL

Roll call indicated the following City Council members in attendance:
Present: Barbari, Sarallo, Biskup, Greco, Rada, and Mayor Esposito
Absent: None

Also in attendance: City Administrator: T. Walker, and City Attorney M. Holmes.

III. MAYOR ESPOSITO LED THE PLEDGE OF ALLEGIANCE.

IV. ADDITIONS OR DELETIONS TO THE AGENDA

None

V. APPROVAL OF MINUTES - CHANGES OR CORRECTIONS

Meeting Minutes of December 9, 2025.

A motion to approve the Regular City Council Meeting Minutes from December 9, 2025 was made by Alderman Barbari and seconded by Alderman Sarallo. The motion carried.

VI. PUBLIC PARTICIPATION

None

VII. ACTION ITEMS / CONSENT AGENDA

1. Payment of City Bills: January 13, 2026, in the amount of \$352,149.11.
2. Ordinance 26-40 Amending Section 33.064 Entitled "Secretary" of Chapter 33 Entitled "Departments, Boards and Commissions" of Title III of the Code of Oakbrook Terrace, Illinois.
3. Resolution 26-19 Approving and Authorizing the Payment of Estimate of Payment Number Two for the Salt Storage Project Barn by the City of Oakbrook Terrace, Illinois.

Motion to approve the Action Items/Consent Agenda of the January 13, 2026, Regular City and Committee of the Whole Payment was made by Alderman Rada and seconded by Alderman Greco. Roll Call.

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

Nayes: 0

Absent: 0

VIII. ITEMS REMOVED FROM THE CONSENT AGENDA

None

IX. RECESS TO COMMITTEE OF THE WHOLE

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

X. MAYOR ESPOSITO

The Mayor extended New Year's greetings to all.

The Christmas Holiday Party & Tree Lighting event saw a record turnout, with 137 residents registered and nearly 120 in attendance. The Mayor expressed appreciation to City staff and the Public Works Department for their hard work and support in making the event a success.

Mayor Esposito requests the appointment of Frank Siciliano to the Police Commission with a term expiring 5/1/27. Frank's background and biography were shared with council prior to today's meeting. Frank has over 24 years of relevant experience.

Mayor Esposito requests the appointment of Geza Petra as Alderman for Ward 3 with a term to expire on 4/30/27. Geza has been a resident of OBT for 24 years residing in Ward 3 and has actively been attending board and commission meetings.

The Mayor extended his condolences to the family of longtime resident Frank Petrik, who recently passed away.

There will be an MLK breakfast held at the Drury Lane Theatre on Monday, 1/19. An invitation was extended to council.

The American Lung Association stair climb will be held on March 8th at the OBT Tower. Alderman, Charlie Barbari will be participating.

Prior to the March Budget Meeting, City Administrator Walker will hold a special budget workshop meeting for council members.

Lastly, the Mayor welcomed new Police Officer, LaToya Ingram, who was sworn in on January 12, 2026. Officer Ingram brings prior law enforcement experience from the Chicago Police Department.

XI. COMMITTEE OF THE WHOLE

1. Discussion Item: Chapter 31 of the Code of the City of Oakbrook Terrace, Illinois regarding Decorum and Policy.

On December 9, the ordinance was discussed at the City Council Meeting. After further review and consideration, the Mayor recommended that the City not move forward with the ordinance.

2. Resolution 26-20 Authorizing and Directing Compliance with Section 7.3(b) of the Open Meetings Act – City of Oakbrook Terrace – 2026.

The resolution requires IMRF and participating employees to disclose total compensation packages for employees earning more than \$150,000 which is standard procedure.

3. Salt Storage Facility Pay Request #3 and Final.

C. Ward from Public Works relayed that the salt shed is in use and is working out well.

4. Christmas Party and Luminary Memo.

The Kids Christmas Party was held on December 5th and was a great success with many residents in attendance. The event featured a magician, face painter, and Santa. Each child received a stocking filled with candy and toys, along with a separate toy item. The event was budgeted at \$8,000, with total expenditure of \$9,745.44.

The Luminary event, a longstanding OBT tradition, was held on December 24th. Two alder people volunteered to assist with assembling the luminaries, providing tremendous support to City staff and the Public Works team. The event was budgeted at \$5,000, with an actual cost of \$6,662.11. The overage resulted from the City purchasing additional lanterns for use at next year's event.

XII. COUNCIL MEMBER COMMENTS

Alderman Barbari thanked our Public Works team and M. Tannehill for planning and executing the Christmas Party and Luminary events. Barbari thanked Alderman Biskup and former Alderwoman Fitzgerald for their help in assembling the luminaries.

Alderman Biskup wished everyone a Happy New Year, commented on how great the City looked with the luminaries, thanked the police officers for their interactions with residents, and welcomed the new police officer.

Alderman Greco extended a Happy New Year to all and looks forward to a new year.

Alderman Rada expressed optimism for the new year and shared that the County recently conducted a speed study in the Berkshire area, with results expected soon. He also noted that the DuPage Visitors Bureau is seeking volunteers for the President's Cup.

XIII. CITY ATTORNEY

Attorney Holmes wished everyone a Happy New Year.

XIV. CITY CLERK

None

XV. CITY ADMINISTRATOR

City Administrator T. Walker wished everyone a Happy New Year and expressed enthusiasm for the year ahead.

XVI. RECONVENE THE CITY COUNCIL MEETING

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

XVII. RECESS TO EXECUTIVE SESSION

Motion to recess to Executive Session was made by Alderman Rada and seconded by Alderman Sarallo. Time 7:28 PM.

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

Nayes: 0

Absent: 0

XVIII. EXECUTIVE SESSION

1. Closed Session pursuant to Section 2(c)(1) of the Open Meetings Act to discuss the appointment, employment, compensation, discipline, performance or dismissal of specific city employees.
2. Closed Session pursuant to Section 2(c)(11) of the Open Meetings Act to discuss pending litigation.

XIX. RECONVENE THE CITY COUNCIL MEETING

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

XX. NEW BUSINESS

1. Resolution 26-20 Authorizing and Directing Compliance with Section 7.3(b) of the Open Meetings Act – City of Oakbrook Terrace – 2026.

A motion to approve Resolution 26-20 Authorizing and Directing Compliance with Section 7.3(b) of the Open Meetings Act – City of Oakbrook Terrace – 2026 was made by Alderman Barbari and seconded by Alderman Greco. Roll call.

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

Nayes: 0

Absent: 0

XXI. ADJOURN

Motion to adjourn was made by Alderman Greco and seconded by Alderman Sarallo at 7:55 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 01/27/2026 - 01/27/2026
 POSTED AND UNPOSTED
 OPEN AND PAID

Invoice Number Inv Ref #	Vendor GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted PO Number Post Date
Vendor ACTUATION - ACTUATION GROUP							
F-12-2275 0000024537	ACTUATION GROUP TOWER & PAS ACTUATOR ISSUES 03-12-56660-00	12/30/2025 JESPOSITO EQUIPMENT MAINT & REPAIR		2,248.00	2,248.00	open	Y 01/27/2026
Total Vendor ACTUATION - ACTUATION GROUP				2,248.00	2,248.00		
Vendor Amazon - Amazon Capital Services							
1DKKHHYC314J 0000024582	Amazon Capital Services MISC. OFFICE SUPPLIES 01-01-5780-01	09/30/2025 JESPOSITO PUMPKINS IN PARK SUPPLIES		195.85 195.85	195.85 195.85	open	Y 01/27/2026
1G3WJGMXGRJY 0000024583	Amazon Capital Services MISC. OFFICE SUPPLIES 01-01-6130-00	10/31/2025 JESPOSITO CANCER T-SHIRTS, TRAVEL PORTFOLIO		333.69 333.69	333.69 333.69	open	Y 01/27/2026
1LK34DJ4F6T 0000024584	Amazon Capital Services MISC. OFFICE SUPPLIES 01-01-5780-03	12/31/2025 JESPOSITO CHRISTMAS EVENT SUPPLIES		2,073.31 2,073.31	2,073.31 2,073.31	open	Y 01/27/2026
Total Vendor Amazon - Amazon Capital Services				2,602.85	2,602.85		
Vendor Aflac - American Family Life Assurance Company of columbus							
989530 0000024539	American Family Life Assurance Comp 12/01/2025 MONTHLY PREMIUM 01-00-1595-00	RECEIVABLE1 JESPOSITO		993.80 993.80	993.80 993.80	open	Y 01/27/2026
Total Vendor Aflac - American Family Life Assurance Company of columbus				993.80	993.80		
Vendor Ander - Anderson Pest Solutions							
90491146 0000024550	Anderson Pest Solutions PEST CONTROL CITY HALL 01-04-5770-00	01/04/2026 CWARD BUILDING MAINTENANCE		67.86 67.86	67.86 67.86	open	Y 01/27/2026
Total Vendor Ander - Anderson Pest Solutions				67.86	67.86		

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Invoice Number	Inv Ref #	Vendor Description	GL Distribution	Invoice Date Entered By	Due Date	Entered By	Invoice Amount	Amount Due	Status	Posted PO Number Post Date
Vendor Ander - Anderson Pest solutions										
Vendor ARC DOC - ARC Imaging Resources										
56IL19107020	ARC Imaging Resources	SCAN CHARGES		12/31/2025		JESPOSITO	279.00	279.00	Open	N 01/27/2026
0000024575	ARC Imaging Resources	Total Vendor ARC DOC - ARC Imaging Resources					279.00	279.00		
Vendor Nicor1 - Bill Payment Center Nicor Gas										
10008 - JAN. 20	Bill Payment Center Nicor Gas	01/08/2026				JESPOSITO	546.70	546.70	Open	Y 01/27/2026
0000024560	WMF GAS SERVICE - 12/8/25-1/8/26	03-12-5758-00	UTILITIES				546.70			
67503	Bill Payment Center Nicor Gas	01/08/2026				JESPOSITO	1,357.55	1,357.55	Open	Y 01/27/2026
0000024566	PSB GAS SERVICE	01-04-5758-00	UTILITIES				1,357.55			
Total Vendor Nicor1 - Bill Payment Center Nicor Gas										
							1,904.25	1,904.25		
Vendor BS& A - BS& A Software LLC										
163980	BS& A Software LLC	01/12/2026				JESPOSITO	1,509.32	1,509.32	Open	Y 01/27/2026
0000024562	INTEGRATED PAYMENTS	01-11-5606-00	ABSORBED FEE - DEC. CREDIT CARD TRANSACTION FEES				1,509.32			
Total Vendor BS& A - BS& A Software LLC										
							1,509.32	1,509.32		
Vendor chgometr - Chgo Metro. Fire Prevention										
IN00476806	Chgo Metro. Fire Prevention	01/15/2026				JESPOSITO	575.50	575.50	Open	Y 01/27/2026
0000024601	FIRE EXTINGUISHER INSPECTION - PD	01-02-5770-00	BUILDING MAINTENANCE				575.50			
IN 00476808	Chgo Metro. Fire Prevention	01/15/2026				JESPOSITO	166.25	166.25	Open	Y 01/27/2026
0000024602	FIRE EXTINGUISHER INSPECTION - CH	01-04-5770-00	BUILDING MAINTENANCE				166.25			
Total Vendor chgometr - Chgo Metro. Fire Prevention										
							741.75	741.75		

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Invoice Number Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Entered By	Invoice Amount	Amount Due	Status	Posted PO Number Post Date
Vendor Coeo - Coeo Solutions, LLC								
1153608 0000024609	Coeo Solutions, LLC CH INTERNET/ROUTER/TRUNK SVC. 1/15-2/14/ JESPOSITO 01-01-5665-00 01-02-5665-00 01-03-5665-00 01-11-5665-00		01/15/2026		1,885.92	1,885.92	open	Y 01/27/2026
	ADMIN. PHONE SVC. PD PHONE SVC. COMM. DEV. PHONE SVC. FINANCE PHONE SVC.				622.35 660.07 282.89 320.61			
					1,885.92	1,885.92		
Vendor ComEd - Com Ed								
41222 - DEC. 20 0000024567	Com Ed WTFMF ELEC. SERVICE - 12/5/25-1/8/26 JESPOSITO 03-12-5758-00		01/09/2026		333.99	333.99	open	Y 01/27/2026
	UTILITIES				333.99			
20100 - DEC. 20 0000024569	Com Ed WATER TOWER ELECTRIC SVC. - 12/5/25-1/8/ JESPOSITO 03-12-5758-00		01/08/2026		807.92	807.92	open	Y 01/27/2026
	UTILITIES				807.92			
29000 - DEC. 20 0000024570	Com Ed PAS 17B SERVICE - 12/5/25-1/8/26 JESPOSITO 03-12-5758-00		01/08/2026		515.17	515.17	open	Y 01/27/2026
	UTILITIES				515.17			
23333 - DEC. 20 0000024571	Com Ed 17W203 HALSEY SERVICE - 12/5/25-1/8/26 JESPOSITO 01-04-5760-00		01/08/2026		110.34	110.34	open	Y 01/27/2026
	STREET LIGHT MAINT UTILITIES				110.34			
					1,767.42	1,767.42		
Vendor Comcast3 - Comcast								
19544 - JAN. 20 0000024555	Comcast PSB CABLE/INTERNET - 1/8-2/7/26 JESPOSITO 01-04-5758-00		01/04/2026		292.10	292.10	open	Y 01/27/2026
	UTILITIES				292.10			
					292.10			

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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 Comcast3 - Comcast							
10584 - JAN-FEB 0000024588	Comcast CH ELEC. SVC. - 1/14-2/13/2026 01-04-5758-00		01/09/2026	288.04	288.04	Open	Y 01/27/2026
			UTILITIES JESPOSITO	288.04			
00056 - 1/19-2/ 0000024600	comcast CH INTERNET 01-11-5668-00		01/12/2026	160.11	160.11	Open	Y 01/27/2026
			JESPOSITO COMMUNICATIONS	160.11			
Total Vendor Comcast3 - Comcast				740.25	740.25		
Vendor ComEd3 - ComEd							
7000 - DEC. 202 0000024599	ComEd SPRING/FRONTAGE RD. ELEC. SVC. - 12/3/25 JESPOSITO 01-04-5760-00		01/11/2026	912.87	912.87	Open	Y 01/27/2026
			STREET LIGHT MAINT	912.87			
Total Vendor ComEd3 - ComEd				912.87	912.87		
Vendor Correct - Correct Electric, Inc.							
25269 0000024590	Correct Electric, Inc. INFINIAS SERVER UPGRADE 01-02-5611-00		01/08/2026	9,275.00	9,275.00	Open	Y 01/27/2026
			JESPOSITO INFINIAS SERVER UPGRADE	9,275.00			
2569 0000024594	Correct Electric, Inc. SLIDING DOOR CONTROLLER REPLACEMENT 01-02-5611-00		01/08/2026 ALOZANO SUPPORT SERVICES	0.00	0.00	Void	N 01/27/2026
Total Vendor Correct - Correct Electric, Inc.				9,275.00	9,275.00		
Vendor crystal - Crystal Maintenance Plus, Corp							
33324 0000024544	Crystal Maintenance Plus, Corp CLEANING SERVICE - JAN. 2026 01-02-5770-00 01-04-5770-00		12/15/2025	2,251.50	2,251.50	Open	Y 01/27/2026
			JESPOSITO BUILDING MAINTENANCE BUILDING MAINTENANCE	1,731.90 519.60			
Total Vendor crystal - Crystal Maintenance Plus, Corp				9,275.00	9,275.00		

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Invoice Number	Vendor Ref #	Vendor Description	Entered By	Invoice Date	Due Date	Invoice Amount	Amount Due	Status	Posted PO Number	Post Date
GL Distribution										
		Vendor crystal - Crystal Maintenance Plus, Corp				2,251.50	2,251.50			
43618	0000024549	D and B Auto Glass, Inc.								
		D and B Auto Glass, Inc.		01/09/2026		450.00	450.00	open		
		AUTO GLASS REPLACEMENTCAR #13 CHRYSLER P CWARD							Y	
		01-02-5663-00		VEHICLE MAINT. & REPAIR		450.00				01/27/2026
						450.00	450.00			
		Total Vendor D&B - D and B Auto Glass, Inc.								
		Vendor ducomm - DU-COMM								
19717	0000024580	DU-COMM		02/01/2026		2,800.11	2,800.11	open		
		FACILITY LEASE - 4TH QUARTER							Y	
		01-02-5680-00		DU COMM		2,800.11				01/27/2026
19782	0000024581	DU-COMM		02/01/2026		70,955.25	70,955.25	open		
		QUARTERLY SHARES 2/1/26-4/30/26							Y	
		01-02-5680-00		ALOZANO						00000002392
		city's share of ducomm costs for PD off				70,955.25				01/27/2026
		Total Vendor ducomm - DU-COMM				70,955.25				
		Vendor EKL - EKL Williams & Provenza LLC								
10	0000024552	EKL Williams & Provenza LLC		12/31/2025		1,250.00	1,250.00	open		
		ATTORNEY/COUNSELOR FEES							Y	
		01-01-5675-00		JESPOSITO		1,250.00				01/27/2026
		LEGAL SERVICES								
		Total Vendor EKL - EKL Williams & Provenza LLC				1,250.00	1,250.00			
		Vendor Elm auto - Elmhurst Auto Parts								
30881	0000024536	Elmhurst Auto Parts				38.47	38.47	open		
		STOCK FILTERS AND BULBS							Y	
		01-04-5663-00		CWARD						01/27/2026
		VEHICLE MAINT. & REPAIR				38.47				

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Invoice Number Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date Entered By	Invoice Amount	Amount Due	Status	Posted PO Number Post Date
Vendor Elm auto - Elmhurst Auto Parts							
30906 0000024561	Elmhurst Auto Parts SQUAD OIL FILTERS 01-02-5663-00		01/12/2026 CWARD VEHICLE MAINT. & REPAIR	121.80	121.80	open	Y 01/27/2026
Total Vendor Elm auto - Elmhurst Auto Parts				160.27	160.27		
Vendor hinsdale - Flagg Creek Water Reclamation District							
8467 - NOV. 202 0000024535	Flagg Creek Water Reclamation Distr 12/30/2025 PD SANITARY SERVICE 01-02-5758-00			150.18	150.18	open	Y 01/27/2026
8408 - NOV. 202 0000024545	Flagg Creek Water Reclamation Distr 12/30/2025 WMF SEWER SERVICE - 10/30-11/30/2025 03-12-5758-00			32.00	32.00	open	Y 01/27/2026
111731 - NOV. 2 0000024546	Flagg Creek Water Reclamation Distr 12/30/2025 PSB SEWER SERVICE - 10/30-11/30/2025 01-04-5758-00			36.22	36.22	open	Y 01/27/2026
8427 - NOV. 202 0000024547	Flagg Creek Water Reclamation Distr 12/30/2025 CH SEWER SERVICE - 10/30-11/30/2025 01-04-5758-00			179.25	179.25	open	Y 01/27/2026
Total Vendor hinsdale - Flagg Creek Water Reclamation District				397.65	397.65		
Vendor geib - Geib Industries, Inc.							
851344-001 0000024598	Geib Industries, Inc. WATER PSI HOSE AND COUPLINGS 01-04-5660-00			158.78	158.78	open	Y 01/27/2026
Total Vendor geib - Geib Industries, Inc.				158.78	158.78		
Vendor Granite - Granite Telecommunications							

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Vendor Granite - Granite Telecommunications							
729776110 0000024574	Granite Telecommunications CREDIT CARD TERMINALS/AUTO DIALERS - JAN JESPOSITO 01-01-5668-00 01-14-5668-00 01-04-5665-00 03-12-5665-00	01/01/2026 EXECUTIVE MGMT. CHARGES TRAFFIC ENFORCEMENT CHARGES PHONE SERVICE - STREETS PHONE SERVICE - WATER		835.10	835.10	open	Y 01/27/2026
	Total Vendor Granite - Granite Telecommunications			835.10	835.10		
Vendor tollway - Illinois Tollway							
6123000009144 0000024564	Illinois Tollway IPASS / TOLLS 01-04-5663-00 01-02-5663-00	01/08/2026 CWARD VEHICLE MAINT. & REPAIR - PW/FIN VEHICLE MAINT. & REPAIR - PD		274.00	274.00	open	Y 01/27/2026
	Total vendor tollway - Illinois Tollway			274.00	274.00		
Vendor In Balan - In Balance IT Solutions LLC							
43294 0000024556	In Balance IT Solutions LLC MONTHLY MANAGED SERVICES SUPPORT 01-01-5600-00	12/18/2025 JESPOSITO MONTHLY MANAGED SERVICES SUPPORT		7,767.00	7,767.00	open	Y 01/27/2026
43293 0000024557	In Balance IT Solutions LLC PS-COBT-WAIDENT BACKUP WITH EXCHANGE 01-01-6151-00	12/18/2025 JESPOSITO PS-COBT-WAIDENT BACKUP WITH EXCHANGE		2,546.50	2,546.50	open	Y 01/27/2026
	Total vendor In Balan - In Balance IT Solutions LLC			10,313.50	10,313.50		
Vendor JGunif - J.G. Uniform, Inc.							
157727 0000024597	J.G. Uniform, Inc. NEW HIRE - INGRAM 01-02-5715-00	01/15/2026 ALOZANO UNIFORM ALLOWANCE		275.30	275.30	open	Y 01/27/2026
	Total vendor JGunif - J.G. Uniform, Inc.			275.30	275.30		

INVOICE REGISTER FOR CITY OF OAKBROOK TERRACE
 EXP CHECK RUN DATES 01/27/2026 - 01/27/2026
 POSTED AND UNPOSTED
 OPEN AND PAID

Invoice Number Inv Ref #	Vendor GL Distribution	Entered By	Invoice Date	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date	PO Number
Vendor julie - JULIE, INC.									
2026-1336	JULIE, INC.			01/06/2026	475.25	475.25	Open	Y 01/27/2026	
0000024587	ANNUAL EMAIL/PRINT/VOICE TRANSMISSIONS JESPOSITO 03-12-5668-00				475.25				
Total Vendor julie - JULIE, INC.					475.25				475.25
Vendor Minoltac - Konica Minolta Business Soluti									
9010720844	Konica Minolta Business Soluti		12/29/2025		90.42	90.42	Open	Y 01/27/2026	
0000024548	EXEC. MGMT. COPIER MAINT. - 11/4-12/3/25 JESPOSITO 01-01-5655-00		EQUIPMENT LEASE & RENTAL		90.42				
505934821	Konica Minolta Business Soluti		12/31/2025		180.81	180.81	Open	Y 01/27/2026	
0000024559	CH COPIER MAINT. - DEC. 2025		JESPOSITO 01-01-5655-00		180.81				
9010736663	Konica Minolta Business Soluti		01/04/2026		144.18	144.18	Open	Y 01/27/2026	
0000024603	PD COPIER MAINT. - 12/5/25-1/4/26		JESPOSITO 01-02-5660-00		144.18				
Total Vendor Minoltac - Konica Minolta Business Soluti					415.41				415.41
Vendor maureen - Maureen McGuire									
4125	Maureen McGuire		01/15/2026		2,945.00	2,945.00	Open	Y 01/27/2026	00000002403
0000024586	TERRACE LEAVES NEWSLETTER - JAN. 2026		JESPOSITO 01-01-5625-00		2,945.00				
Total Vendor maureen - Maureen McGuire					2,945.00				2,945.00
Vendor MECO - MECO consulting Group LLC									
1755	MECO Consulting Group LLC		01/05/2026		2,520.00	2,520.00	Open	Y 01/27/2026	00000002413
0000024558	COMMUNICATION SERVICES - DEC. 2025		JESPOSITO 01-01-5668-00		2,520.00				
Total Vendor MECO - MECO consulting Group LLC					2,520.00				2,520.00

INVOICE REGISTER FOR CITY OF OAKBROOK TERRACE
 EXP CHECK RUN DATES 01/27/2026 - 01/27/2026
 POSTED AND UNPOSTED
 OPEN AND PAID

Invoice Number	Vendor Ref #	Vendor Name	Description	GL Distribution	Entered By	Invoice Date	Due Date	Invoice Amount	Amount Due	Status	Posted PO Number	Post Date
Vendor MECO - MECO Consulting Group LLC												
		Vendor Mercury - Mercury Systems Corp.										
21156	0000024563	Mercury Systems Corp.	12/26/2025			5,914.15		5,914.15		Open		Y 01/27/2026
		RADIO REPLACEMENT PUBLIC WORKS	RADIO REP CWARD			5,914.15						
		01-04-5668-00	COMMUNICATIONS									
Total Vendor Mercury - Mercury Systems Corp.												
						5,914.15		5,914.15				
Vendor METRO IN - Metropolitan Industries Inc												
INV080567	0000024592	Metropolitan Industries Inc	01/15/2026			100.00		100.00		Open		Y 01/27/2026
		SCADA SYSTEM	CLOUD DATA SERVICE	WATER		100.00						
		03-12-5668-00	COMMUNICATIONS									
Total Vendor METRO IN - Metropolitan Industries Inc												
						100.00		100.00				
Vendor Minuteman Press												
128008	0000024565	Minuteman Press	01/07/2026			238.86		238.86		Open		Y 01/27/2026
		TIME OFF REQUEST FORMS		JESPOSITO		238.86						
		01-02-5720-00	PRINTING									
128063	0000024596	Minuteman Press	01/19/2026			85.25		85.25		Open		Y 01/27/2026
		NOTICE OF TRESPASS FORMS		ALOZANO		85.25						
		01-02-5720-00	PRINTING									
128062	0000024605	Minuteman Press	01/19/2026			355.30		355.30		Open		Y 01/27/2026
		WATER BILL FLYERS		JESPOSITO		355.30						
		03-12-6120-00	OFFICE SUPPLIES									
Total Vendor Minuteman Press												
						679.41		679.41				
Vendor CatTone - Peerless Network, Inc.												
89614	0000024572	Peerless Network, Inc.	01/15/2026			231.53		231.53		Open		Y 01/27/2026
		PUBLIC SERVICES PHONES -	1/15-2/14/26	JESPOSITO		115.77						
		01-04-5665-00	PHONE SERVICE -	STREETS		115.76						
		03-12-5665-00	PHONE SERVICE -	WATER								
Total Vendor CatTone - Peerless Network, Inc.												

INVOICE REGISTER FOR CITY OF OAKBROOK TERRACE
 EXP CHECK RUN DATES 01/27/2026 - 01/27/2026
 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 Callone - Peerless Network, Inc. Total Vendor Callone - Peerless Network, Inc.				<u>231.53</u>	<u>231.53</u>		
Vendor oakbrkpo - Postmaster of Oak Brook Permit #330							
ORDER 10382572	Postmaster of Oak Brook Permit #330 01/12/2026			259.18	259.18	Open	
0000024585	TERRACE LEAVES NEWSLETTER POSTAGE JESPOSITO 01-01-6170-00			259.18			Y 01/27/2026
680644630-0	Postmaster of Oak Brook Permit #330 01/02/2026 WATER BILLING POSTAGE JESPOSITO 03-12-6170-00			0.00	0.00	void	N 01/27/2026
0000024591	WATR BILLING POSTAGE			253.08			
Total Vendor oakbrkpo - Postmaster of Oak Brook Permit #330				<u>259.18</u>	<u>259.18</u>		
Vendor oherron - Ray O'Herron Co. Inc.							
2453744	Ray O'Herron Co. Inc. TOMOPOULOS - BELT AND BOOTS 01-02-5715-00			250.98	250.98	Open	
0000024532	ALOZANO UNIFORM ALLOWANCE			250.98			Y 01/27/2026
2455645	Ray O'Herron Co. Inc. BEAN BAG ROUNDS 01-02-6190-00			1,683.00	1,683.00	Open	
0000024577	ALOZANO NON-CAPITAL EQUIPMENT			1,683.00			Y 01/27/2026
2454850	Ray O'Herron Co. Inc. CLARK - VEST GEAR 01-02-5715-00			44.99	44.99	Open	
0000024578	ALOZANO UNIFORM ALLOWANCE			44.99			Y 01/27/2026
2455715	Ray O'Herron Co. Inc. NEW HIRE - INGRAM 01-02-5715-00			2,166.71	2,166.71	Open	
0000024595	ALOZANO UNIFORM ALLOWANCE			2,166.71			Y 01/27/2026
Total Vendor oherron - Ray O'Herron Co. Inc.				<u>4,145.68</u>	<u>4,145.68</u>		
Vendor Gonzini - Robert J. Gonzini							

INVOICE REGISTER FOR CITY OF OAKBROOK TERRACE
 EXP CHECK RUN DATES 01/27/2026 - 01/27/2026
 POSTED AND UNPOSTED
 OPEN AND PAID

Invoice Number Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date Entered By	Invoice Amount	Amount Due	Status	Posted PO Number Post Date
Vendor Gonzini - Robert J. Gonzini							
012026 00000244604	Robert J. Gonzini BLDG. & ELEC. INSPECTION SVCS. - 1/8-1/2 JESPOSITO 01-03-5600-00		01/20/2026	717.57	717.57	Open	Y 00000002387 01/27/2026
Total Vendor Gonzini - Robert J. Gonzini				717.57	717.57		
Vendor RTS - RTS TACTICAL							
INV3853 0000024593	RTS TACTICAL SHIELDS 01-02-6190-00		01/15/2026 ALOZANO NON-CAPITAL EQUIPMENT	2,991.95 2,991.95	2,991.95 2,991.95	Open	Y 01/27/2026
Total Vendor RTS - RTS TACTICAL				2,991.95	2,991.95		
Vendor UPS - SUPPLY CHAIN SOLUTIONS							
680644630 0000024553	SUPPLY CHAIN SOLUTIONS TERRACE LEAVES POSTAGE 01-01-6170-00		01/02/2026 JESPOSITO POSTAGE	0.00 253.08	0.00 253.08	void	N 01/27/2026
Total Vendor UPS - SUPPLY CHAIN SOLUTIONS				0.00	0.00		
Vendor Tintz - Tintz Plus Inc							
011226 0000024579	Tintz Plus Inc WINDSHIELD TINT FOR CHRYSLER 01-02-5663-00		01/12/2026 ALOZANO VEHICLE MAINT. & REPAIR	200.00 200.00	200.00 200.00	Open	Y 01/27/2026
Total Vendor Tintz - Tintz Plus Inc				200.00	200.00		
Vendor Library - Villa Park Public Library							
192026 0000024568	Villa Park Public Library 9 CARDS ISSUED FOR 9 RESIDENCES - DEC. 2 JESPOSITO 01-01-5785-00		01/09/2026 LIBRARY SERVICES	2,789.45 2,789.45	2,789.45 2,789.45	Open	Y 01/27/2026
Total Vendor Library - Villa Park Public Library				2,789.45	2,789.45		

INVOICE REGISTER FOR CITY OF OAKBROOK TERRACE
 EXP CHECK RUN DATES 01/27/2026 - 01/27/2026
 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
# of Invoices: # of Credit Memos: Net of Invoices and Credit Memos:	69 # Due: 66 0 # Due: 0			Totals: Totals:	142,128.20 0.00 142,128.20		142,128.20 0.00 142,128.20
--- TOTALS BY FUND ---							
	01 CORPORATE FUND 03 WATER FUND 09 CAPITAL IMPROVEMENTS FUND						
--- TOTALS BY DEPT/ACTIVITY ---							
	00 01 EXECUTIVE MANAGEMENT 02 PUBLIC SAFETY 03 BUILDING & ZONING 04 PUBLIC WORKS 11 FINANCE 12 OPERATING 14 TRAFFIC LIGHT ENFORCEMENT				993.80 24,261.93 94,979.21 1,285.46 11,491.17 1,990.04 6,759.22 88.37		993.80 24,261.93 94,979.21 1,285.46 11,491.17 1,990.04 6,759.22 88.37

INVOICE REGISTER FOR CITY OF OAKBROOK TERRACE
 EXP CHECK RUN DATES 01/15/2026 - 01/15/2026 — Manually
 POSTED AND UNPOSTED
 OPEN AND PAID

Invoice Number Inv Ref #	Vendor Description GL Distribution	Entered By	Invoice Date Due Date Entered By	Invoice Amount	Amount Due	Status	Posted PO Number Post Date
Vendor BULK - BULK STORAGE, INC							
3242204	BULK STORAGE, INC		12/15/2025	286,211.92	0.00	Paid	Y 26-00030 01/15/2026
0000024573	SALT STORAGE FACILITY - FINAL PAYOUT	JESPOSITO		286,211.92			
	09-12-7145-01	SALT STORAGE BARN FINAL PAYOUT					
Total Vendor BULK - BULK STORAGE, INC				286,211.92	0.00		
Vendor SBRK Fin - Springbrook Holding Company LLC							
INV-021007	Springbrook Holding Company LLC		07/19/2025	24,437.48	0.00	Paid	Y 26-00042 01/15/2026
0000024576	FINANCE SUITE SUBSCRIPTION 08/13/25-08/1 JESPOSITO			24,437.48			
	01-11-5660-00	FINANCE SUITE SUBSCRIPTION 08/13/25-08/1					
Total Vendor SBRK Fin - Springbrook Holding Company LLC				24,437.48	0.00		
# of Invoices:	2	# Due:	0	Totals:	310,649.40	0.00	
# of Credit Memos:	0	# Due:	0	Totals:	0.00	0.00	
Net of Invoices and Credit Memos:					310,649.40	0.00	
--- TOTALS BY FUND ---							
	01 CORPORATE FUND				24,437.48	0.00	
	09 CAPITAL IMPROVEMENTS FUND				286,211.92	0.00	
--- TOTALS BY DEPT/ACTIVITY ---							
	11 FINANCE				24,437.48	0.00	
	12 OPERATING				286,211.92	0.00	



Interdepartmental Memo

To: Tanya Walker, City Administrator
From: Craig Ward, Director of Public Services
Re: Salt Storage Facility Pay Request #3 and Final
Date: December 29, 2025

I agree with Christopher Burke Engineering for payment of final pay request #3 to Bulk Storage Inc in the amount of \$286,211.92.

This final payout of \$286,211.92 includes the previously withheld retainage amount of \$37,379.54 from the first two pay outs.

**Payout #1 totaled \$107,966.70 (\$11,996.30 retained)
Payout #2 totaled \$228,449.14 (\$25,383.24 retained)
Payout #3 and Final \$286,211.92 (Previous retainage total of \$37,379.54 included in total final payout)**

The salt barn is completed and is in use!! Thank you!



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

December 23, 2025

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

Attention: Mr. Craig Ward, Public Services Director

Subject: Contractor's Pay Request No. 3 (Final)
Salt Storage Barn
City of Oakbrook Terrace
(CBBEL Project No. 01.R920032.B0130)

Dear Mr. Ward:

Attached please find Pay Application No. 3 from Bulk Storage, Inc. in the amount of **\$286,211.92** for work performed on the subject project. Christopher B. Burke Engineering, Ltd. (CBBEL) has reviewed the pay request and believes it is representative of the work performed to date. The current status of the contract as we understand is as follows:

Original Contract Amount	\$627,627.76
Change Orders to Date	<u>(\$ 5,000.00)</u>
Total Current Contract Amount	\$622,627.76
Total Amount Earned to Date	\$622,627.76
0% Retainage	<u>(\$ 0.00)</u>
Amount Paid to Date	<u>(\$336,415.84)</u>
Total Due This Period	\$286,211.92

CBBEL recommends payment to Bulk Storage, Inc. in the amount of **\$286,211.92** for work completed to date.

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

Sincerely,

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

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

JPC/pjb
Cc: Dan Lynch, CBBEL



BULK STORAGE inc

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

708-946-9595 Fax: 708-946-7898 • info@bulkstorageinc.com

Invoice

DATE	INVOICE #
12/15/2025	3242204

BILL TO

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

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702CMa

PAGE ONE OF 1 PAGES 2

TO OWNER:

PROJECT: Salt Barn

Oakbrook Terrace

0 APPLICATION NO: 3

Distribution to:

X OWNER

X ARCHITECT

X CONTRACTOR

FROM
CONTRACTOR:

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

VIA OWNER'S
REPRESENTATIVE:
VIA ARCHITECT:

PROJECT NO. 01.R920032.B0130

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM

\$ 621,627.76

(5,000.00)

\$ 622,627.76

\$ 622,627.76

2. Net change by Change Orders

3. CONTRACT SUM TO DATE (Line 1 ± 2)

4. TOTAL COMPLETED & STORED TO

Bulk Storage Inc.

Zack Berry - President

12/15/2025

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CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, contains the following exhibits:

Contractor's signed certification is attached.

Institutionen haben umfangreiche Rechte gestaltet, die im nächsten Kapitel erläutert werden.

in tabular form, and will be made to the nearest dollar.

Use Column 1 on Contracts where variable remittance for the items may apply.

ARCHITECTS PROJECT NO: 01.R920032.B0130
PROJECT NAME Oakbrook Terrace Sal

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	D	E	G	H	I	J
			WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D.O.R.E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G+C)	BALANCE TO FINISH (C-G)
General Conditions, Bonds, Engineering Fees and								
1 Mobilization	\$ 41,039.00	\$ 30,779.25	\$ 10,259.75	\$ -	\$ 41,039.00	100.0%	\$ -	\$ -
2 Sub Grade - Grade Beam and Concrete	\$ 243,572.63	\$ 243,572.63	\$ -	\$ -	\$ 243,572.63	100.0%	\$ -	\$ -
3 Foundation Wall	\$ 243,572.63	\$ -	\$ 243,572.63	\$ -	\$ 243,572.63	100.0%	\$ -	\$ -
4 Salt Dome provide and Installation	\$ 89,443.50	\$ 99,443.50	\$ -	\$ -	\$ 99,443.50	100.0%	\$ -	\$ -
5 Paving	\$ -	\$ -	\$ (5,000)	\$ -	\$ (5,000.00)	100.0%	\$ -	\$ -
5 Dumpster Credit / Charge Order	\$ -	\$ -	\$ -	\$ -	\$ -			
TOTALS	\$ 622,627.76	\$ 373,795.38	\$ 248,832.38	\$ 622,627.76	100.00%	\$ -	\$ -	\$ -

ORDINANCE NO. 26 - _____

**ORDINANCE AUTHORIZING AND APPROVING A VACANT LAND CONTRACT BY
AND BETWEEN LYNDA ROBINETTE, SUCCESSOR TRUSTEE OF THE JOHN C.
ROBINETTE TRUST, AND CHERYL ROBINETTE, EXECUTOR OF THE ESTATE OF
THOMAS A. ROBINETTE AND THE CITY OF OAKBROOK TERRACE**

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

WHEREAS, the City, a body politic and corporate duly organized and existing as a municipal corporation of the State of Illinois, is authorized by Sections 11-61-1.5, 11-61-3, 11-74-2.9, 11-74-3-3, 11-74.4-4 and 11-76.1-1 of the Illinois Municipal Code (65 ILCS 5/11-61-1.5, 11-61-3; 11-74-2.9, 11-74-3-3, 11-74.4-4 and 11-76.1-1) to purchase real property for public purposes;

WHEREAS, the corporate authorities of the City have considered whether it would be appropriate to purchase certain real property commonly known as the Robinette Billboard Parcel in Oakbrook Terrace, Illinois (the "Property");

WHEREAS, the corporate authorities of the City find that it is useful, advantageous, desirable, necessary and in the public interest and welfare of the City and its residents to purchase the Property to fulfill the City's goal of expanding its economic base;

WHEREAS, the City and Lynda Robinette, Successor Trustee of the John C. Robinette Trust, and Cheryl Robinette, Executor of the Estate of Thomas A. Robinette, have tentatively negotiated and prepared a Mainstreet Organization of Realtors Vacant Land Contract Rider to Mainstreet Organization of Realtors Vacant Land Contract along with certain exhibits attached thereto (the "Contract") which require that the terms and conditions of the Contract be authorized and approved by the city council; and

WHEREAS, the proposed Contract is attached hereto, marked as Exhibit "A" and made a part hereof;

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

Section 1: Incorporation Clause. The corporate authorities hereby find that all of the recitals hereinbefore stated as contained in the preambles to this ordinance are full, true and correct and do hereby, by reference, incorporate and make them part of this ordinance as legislative findings.

Section 2: Purpose. The corporate authorities have determined that it is necessary and desirable that the City purchase the Property for future expansion of its economic base and that such use is for public purposes.

Section 3: Authorization. The corporate authorities hereby determine that it is advisable, necessary and in the public interest that the City enter into the Contract and hereby authorize and approve the terms and conditions and the execution of the Contract to purchase the Property substantially in the form attached hereto marked as Exhibit "A" and made a part hereof. The corporate authorities hereby authorize and direct the Mayor and/or the City Administrator or their/his/her designee(s) to execute any applicable transactional documents as may be necessary to carry out and effectuate the purchase of the Property. The City Clerk is hereby authorized and directed to attest to and countersign and/or record the documents necessary to carry out and effectuate the purchase of the Property. The corporate authorities hereby authorize the officers, employees and/or agents of the City to take all action necessary or reasonably required to carry out, give effect to and consummate the intent of this ordinance and to consummate the transaction contemplated thereby and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the purchase of the Property.

Section 4: Headings. The headings of the articles, sections, paragraphs and sub-paragraphs of this ordinance are inserted solely for the convenience of reference and form no substantive part of this ordinance nor should they be used in any interpretation or construction of any substantive provision of this ordinance.

Section 5: Severability. The provisions of this ordinance are hereby declared to be severable; and should any provision of this ordinance be determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable and as though not provided for herein. All other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

Section 6: Superseder. All code provisions, ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are to the extent of such conflict hereby superseded.

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

Section 7: Effective Date. This ordinance shall be in full force and effect after its passage, approval and publication in pamphlet form as provided by law.

ADOPTED this 10th day of February 2026, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 10th day of February 2026.

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

ATTESTED and filed in my office
this 10th day of February 2026.

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

Exhibit “A”



MAINSTREET ORGANIZATION OF REALTORS®
VACANT LAND CONTRACT
[NOT TO BE USED FOR TEARDOWNS]



1. **THE PARTIES:** Buyer and Seller are hereinafter referred to as the "Parties".

2 Buyer Name(s) PLEASE PRINT VILLAGE OF VILLA PARK

3 Seller Name(s) PLEASE PRINT LYNDA ROBINETTE TRUSTEE JOHN C. ROBINETTE TRUST & CHERYL ROBINETTE, EX OF ESTATE OF THOMAS A. ROBINETTE

4 **If Dual Agency applies, check here and complete Optional Paragraph 29.**

5 **2. THE REAL ESTATE:** Real Estate shall be defined to include the Real Estate and all improvements thereon. Seller
6 agrees to convey to Buyer or to Buyer's designated grantee, the Real Estate with the approximate lot size or acreage of
7 SEE RIDER commonly known as:
8 PORTION OF PIN 06-15-412-026 AND MORE FULLY DEPICTED ON EXHIBIT A OF THE ATTACHED RIDER

9 Address/Lot # (If applicable)	City	State	Zip	County
---------------------------------	------	-------	-----	--------

10 **3. PURCHASE PRICE AND PAYMENT:** The Purchase Price is \$ SEE RIDER. After the payment of Earnest
11 Money as provided below, the balance of the Purchase Price, as adjusted by prorations, shall be paid at Closing in "Good
12 Funds" as defined by law.

13 a) **CREDIT AT CLOSING:** IF APPLICABLE Provided Buyer's lender permits such credit to show on the final
14 settlement statement or lender's closing disclosure, **and if not, such lesser amount as the lender permits**, Seller agrees
15 to credit \$ 0 to Buyer at Closing to be applied to prepaid expenses, closing costs or both.

16 b) **EARNEST MONEY:** Earnest Money of \$ 0 shall be tendered to Escrowee on or before N/A Business
17 Days after Date of Acceptance. Additional Earnest Money, if any, of \$ 0 shall be tendered by
18 N/A, 20. Earnest Money shall be held in trust for the mutual benefit of the Parties by CHECK ONE:
19 Seller's Brokerage; Buyer's Brokerage; As otherwise agreed by the Parties, as "Escrowee." **In the event the
20 Contract is declared null and void or is terminated, Earnest Money shall be disbursed pursuant to Paragraph 26.**

21 c) **BALANCE DUE AT CLOSING:** The Balance Due at Closing shall be the Purchase Price, plus or minus
22 prorations, less Earnest Money paid, less any credits at Closing, and shall be payable in Good Funds at Closing.

23 4. **CLOSING:** Closing shall be on SEE RIDER, 20, or at such time as mutually agreed upon by
24 the Parties in writing. Closing shall take place at the escrow office of the title insurance company, its underwriter, or its
25 issuing agent that will issue the Owner's Policy of Title Insurance, whichever is situated nearest the Real Estate.

26 5. **POSSESSION:** Possession shall be granted to Buyer(s) at the completion of closing unless otherwise agreed in writing
27 by the parties.

28 6. **FINANCING:** INITIAL ONLY ONE OF THE FOLLOWING SUBPARAGRAPHS a, b, or c

29 a) **LOAN CONTINGENCY:** Not later than **forty-five (45) days after Date of Acceptance or
30 five (5) Business Days prior to the date of Closing**, whichever is earlier, ("Loan Contingency Date") Buyer shall
31 provide written evidence from Buyer's licensed lending institution confirming that Buyer has received loan approval
32 subject only to "at close" conditions, matters of title, survey, and matters within Buyer's control for a loan as follows:
33 CHECK ONE fixed; adjustable; CHECK ONE conventional; FHA; VA; USDA;
34 other CASH, N/A loan for % of the Purchase Price, plus private mortgage insurance (PMI), if
35 required, with an interest rate (initial rate if an adjustable rate mortgage used) not to exceed % per annum, amortized
36 over not less than years. Buyer shall pay discount points not to exceed % of the loan amount. Buyer shall pay
37 origination fee(s), closing costs charged by lender, and title company escrow closing fees.
38 If Buyer, having applied for the loan specified above, is unable to provide such loan approval and serves Notice to Seller
39 not later than the Loan Contingency Date, this Contract shall be null and void. If Buyer is unable to provide such written
40 evidence not later than the date specified herein or by any extension date agreed to by the Parties, Seller shall have the
41 option of declaring this Contract terminated by giving Notice to Buyer. If prior to the Seller serving such Notice to
42 terminate, Buyer provides written evidence of such loan approval, this Contract shall remain in full force and effect.
43 Upon the expiration of ten (10) Business Days after Date of Acceptance, if Buyer has failed to make a loan application
44 and pay all fees required for such application to proceed and the appraisal to be performed, Seller shall have the option to
45 declare this Contract terminated by giving Notice to Buyer not later than five (5) Business Days thereafter or any
46 extension thereof agreed to by the Parties in writing.

47 A Party causing delay in the loan approval process shall not have the right to terminate under this subparagraph.
48 In the event neither Party elects to declare this Contract terminated as specified above, or as otherwise agreed,

Buyer Initial _____ Buyer Initial _____
Address _____
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Seller Initial *Seller Initial*

49 then this Contract shall continue in full force and effect without any loan contingencies.

50 Unless otherwise provided in Paragraph 30, this Contract is not contingent upon the sale and/or closing of Buyer's
51 existing real estate. Buyer shall be deemed to have satisfied the financing conditions of this subparagraph if Buyer
52 obtains a loan approval in accordance with the terms of this subparagraph even though the loan is conditioned on the sale
53 and/or closing of Buyer's existing real estate.

54 If Buyer is seeking FHA, VA, or USDA financing, required amendments and disclosures shall be attached to this
55 Contract. If VA, the Funding Fee, or if FHA, the Mortgage Insurance Premium (MIP), shall be paid by Buyer.

56 b) CASH TRANSACTION WITH NO MORTGAGE: *[ALL CASH]* If this selection is made, Buyer
57 will pay at Closing, in the form of "Good Funds," the Balance Due at Closing. Buyer represents to Seller, as of the Date of
58 Offer, that Buyer has sufficient funds available to satisfy the provisions of this subparagraph. Buyer agrees to verify the above
59 representation upon the reasonable request of Seller and to authorize the disclosure of such financial information to Seller,
60 Seller's attorney or Seller's broker that may be reasonably necessary to prove the availability of sufficient funds to close.
61 Buyer understands and agrees that, so long as Seller has fully complied with Seller's obligations under this Contract, any act
62 or omission outside of the control of Seller, whether intentional or not, that prevents Buyer from satisfying the Balance Due at
63 Closing, shall constitute a material breach of this Contract by Buyer. The Parties shall share the title company escrow closing
64 fee equally. Unless otherwise provided in Paragraph 30, this Contract shall not be contingent upon the sale and/or
65 closing of Buyer's existing real estate.

66 c) CASH TRANSACTION, MORTGAGE ALLOWED: If this selection is made, Buyer will pay at
67 closing, in the form of "Good Funds," the Balance Due at Closing. Buyer represents to Seller, as of the Date of Offer, that
68 Buyer has sufficient funds available to satisfy the provisions of this subparagraph. Buyer agrees to verify the above
69 representation upon the reasonable request of Seller and to authorize the disclosure of such financial information to Seller,
70 Seller's attorney or Seller's broker that may be reasonably necessary to prove the availability of sufficient funds to close.
71 Notwithstanding such representation, Seller agrees to reasonably and promptly cooperate with Buyer so that Buyer may apply
72 for and obtain a mortgage loan or loans including but not limited to providing access to the Real Estate to satisfy Buyer's
73 obligations to pay the Balance Due at Closing. Such cooperation shall include the performance in a timely manner of all of
74 Seller's pre-closing obligations under this Contract. This Contract shall NOT be contingent upon Buyer obtaining
75 financing. Buyer understands and agrees that, so long as Seller has fully complied with Seller's obligations under this
76 Contract, any act or omission outside of the control of Seller, whether intentional or not, that prevents Buyer from satisfying
77 the Balance Due at Closing shall constitute a material breach of this Contract by Buyer. Buyer shall pay the title company
78 escrow closing fee if Buyer obtains a mortgage; provided however, if Buyer elects to close without a mortgage loan, the
79 Parties shall share the title company escrow closing fee equally. Unless otherwise provided in Paragraph 30, this Contract
80 shall not be contingent upon the sale and/or closing of Buyer's existing real estate.

81 7. PRORATIONS: The requirements contained in this paragraph shall survive the Closing. Proratable items shall be
82 prorated to and including the Date of Closing and shall include without limitation, general real estate taxes, rents and
83 deposits (if any) from tenants; Special Service Area or Special Assessment Area tax for the year of Closing only; utilities,
84 water and sewer, pre-purchased fuel; and Homeowner or Condominium Association fees (and Master/Umbrella
85 Association fees, if applicable). Accumulated reserves of a Homeowner/Condominium Association(s) are not a proratable
86 item.

87 a) The general real estate taxes shall be prorated to and including the date of Closing based on *SEE RIDER* % of the most
88 recent ascertainable full year tax bill. All general real estate tax prorations shall be final as of Closing, except as
89 provided in Paragraph 23. If the amount of the most recent ascertainable full year tax bill reflects a homeowner,
90 senior citizen, disabled veteran or other exemption, a senior freeze or senior deferral, then Seller has submitted or will
91 submit in a timely manner all necessary documentation to the appropriate governmental entity, before or after
92 Closing, to preserve said exemption(s). The proration shall not include exemptions to which the Seller is not
93 lawfully entitled.

94 b) Seller represents, if applicable, that as of Date of Acceptance Homeowner/Condominium Association(s) fees are
95 \$ *N/A* per _____ (and, if applicable, Master/Umbrella Association fees are
96 \$ *N/A* per _____). Seller agrees to pay prior to or at Closing the remaining balance of any
97 special assessments by the Association(s) confirmed prior to Date of Acceptance.

98 c) Special Assessment Area or Special Service Area installments due after the year of Closing shall not be
99 proratable items and shall be paid by Buyer, unless otherwise provided by ordinance or statute.

100 8. ATTORNEY REVIEW: Within five (5) Business Days after Date of Acceptance, the attorneys for the respective
101 Parties, by Notice, may:

102 a) Approve this Contract; or

Buyer Initial _____ Buyer Initial _____
Address _____
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Seller Initial _____ Seller Initial _____

103 b) Disapprove this Contract, which disapproval shall not be based solely upon the Purchase Price; or
 104 c) Propose modifications to this Contract, except for the Purchase Price, which proposal shall be conclusively
 105 deemed a counteroffer notwithstanding any language contained in any such proposal purporting to state the proposal
 106 is not a counteroffer. If after expiration of ten (10) Business Days after Date of Acceptance written agreement has not
 107 been reached by the Parties with respect to resolution of all proposed modifications, either Party may terminate this
 108 Contract by serving Notice, whereupon this Contract shall be immediately deemed terminated; or
 109 d) Offer proposals specifically referring to this subparagraph d) which shall not be considered a counteroffer. Any
 110 proposal not specifically referencing this subparagraph d) shall be deemed made pursuant to subparagraph c) as a
 111 modification. If proposals made with specific reference to this subparagraph d) are not agreed upon, neither Buyer
 112 nor Seller may declare this contract null and void, and this contract shall remain in full force and effect.

113 If Notice of disapproval or proposed modifications is not served within the time specified herein, the provisions of
 114 this paragraph shall be deemed waived by the Parties and this Contract shall remain in full force and effect. If
 115 Notice of termination is given, said termination shall be absolute and the Contract rendered null and void upon the
 116 giving of Notice, notwithstanding any language proffered by any Party purporting to permit unilateral
 117 reinstatement by withdrawal of any proposal(s).

118 9. WAIVER OF PROFESSIONAL INSPECTIONS: *INITIAL IF APPLICABLE* _____ Buyer
 119 acknowledges the right to conduct inspections of the Real Estate and hereby waives the right to conduct any such
 120 inspections of the Real Estate, and further agrees that the provisions of Paragraph 10 shall not apply.

121 10. INSPECTIONS: Seller agrees to allow Buyer's inspectors reasonable access to the property upon reasonable notice
 122 and gives Buyer's inspectors permission to perform tests on the property, including invasive testing, if the inspections and
 123 the tests are reasonably necessary to satisfy the contingencies in this Contract. Buyer agrees to promptly restore the
 124 property to its original condition and agrees to be responsible for any damage incurred while performing such inspections.
 125 Seller authorizes Buyer's inspectors to take soil samples which may detect environmental contamination which
 126 may be required to be reported to the appropriate governmental authorities. Buyer agrees to hold harmless and
 127 indemnify Seller from any liability for the actions of Buyer's agents and representatives while conducting such inspections
 128 and tests on the property. Notwithstanding anything to the contrary set forth in the above in this paragraph, in the event
 129 the inspection reveals that the condition of the Real Estate is unacceptable to Buyer and Buyer serves Notice to Seller
 130 within five (5) Business Days after the Date of Acceptance, this Contract shall be null and void. Unless specifically
 131 requested by Seller, Buyer shall not provide copies of any inspection report.

132 11. BUILDING AND SEWAGE PERMITS CONDITION: This Contract is subject to the condition that Buyer(s)
 133 obtain within ~~RIDER~~ Business Days after the date of this contract, at Buyer's expense, a building permit and an acceptable
 134 septic percolation test or sewage tap-on permit from the applicable governmental agency having jurisdiction over the
 135 subject Property. If Buyer(s) has properly, diligently, and promptly applied for said permits and approvals and has been
 136 unable to obtain the permits within the times specified, Buyer(s) may, at Buyer's option, within one (1) business day of the
 137 time specified, serve written notice of such failure and inability to obtain the necessary permits upon Seller(s) or Seller's
 138 attorney, and in such event this Contract shall become null and void and all earnest money paid by Buyer(s) shall be
 139 refunded to Buyer(s). IN THE EVENT BUYER(S) DOES NOT SERVE WRITTEN NOTICE WITHIN THE TIME
 140 SPECIFIED HEREIN, THIS PROVISION SHALL BE DEEMED WAIVED BY ALL PARTIES HERETO AND THIS
 141 CONTRACT SHALL CONTINUE IN FULL FORCE AND EFFECT.

142 12. SOIL TEST/FLOOD PLAIN CONDITION: This Contract is subject to Buyer obtaining within ~~RIDER~~ Business Days
 143 from date of acceptance a soil boring test and/or Flood Plain Determination at a site or sites of Buyer's choice on the
 144 Property to obtain the necessary permits from the appropriate governmental authorities for the improvement contemplated
 145 by the Buyer. Such determination and tests shall be at Buyer's expense. In the event Flood plain Determination and such
 146 tests are unsatisfactory, at the option of Buyer, and upon written notice to Seller within one (1) business day of the time set
 147 forth above, this contract shall be null and void and earnest money shall be refunded to Buyer upon mutual written
 148 direction of Seller and Buyer or the escrow agent. In the event the Buyer does not serve written notice within the time
 149 specified herein, this provision shall be deemed waived by all parties hereto and this contract shall continue in full force
 150 and effect.

151 13. FLOOD INSURANCE: Buyer shall have the option to declare this Contract null and void if the Real Estate is
 152 located in a special flood hazard area. If Notice of the option to declare contract null and void is not given to Seller
 153 within ten (10) Business Days after Date of Acceptance or by the Loan Contingency Date, whichever is later, Buyer
 154 shall be deemed to have waived such option and this Contract shall remain in full force and effect. Nothing herein
 155 shall be deemed to affect any rights afforded by the Residential Real Property Disclosure Act.

Buyer Initial _____ Buyer Initial _____
 Address _____
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Seller Initial _____ Seller Initial _____

156 **14. CONDOMINIUM/COMMON INTEREST ASSOCIATIONS:** *[IF APPLICABLE]* The Parties agree that the terms
 157 contained in this paragraph, which may be contrary to other terms of this Contract, shall supersede any conflicting terms.

158 a) Title when conveyed shall be good and merchantable, subject to terms, provisions, covenants and conditions of the
 159 Declaration of Condominium/Covenants, Conditions and Restrictions and all amendments; public and utility
 160 easements including any easements established by or implied from the Declaration of Condominium/Covenants,
 161 Conditions and Restrictions or amendments thereto; party wall rights and agreements; limitations and conditions
 162 imposed by the Condominium Property Act; installments due after the date of Closing of general assessments
 163 established pursuant to the Declaration of Condominium/Covenants, Conditions and Restrictions.
 164 b) Seller shall be responsible for all regular assessments due and levied prior to Closing and for all special
 165 assessments confirmed prior to the Date of Acceptance.
 166 c) Buyer has, within five (5) Business Days from the Date of Acceptance, the right to demand from Seller items as
 167 stipulated by the Illinois Condominium Property Act, if applicable, and Seller shall diligently apply for same. This
 168 Contract is subject to the condition that Seller be able to procure and provide to Buyer, a release or waiver of any
 169 option of first refusal or other pre-emptive rights of purchase created by the Declaration of Condominium/Covenants,
 170 Conditions and Restrictions within the time established by the Declaration of Condominium/Covenants, Conditions
 171 and Restrictions.
 172 d) In the event the documents and information provided by Seller to Buyer disclose that the existing improvements
 173 are in violation of existing rules, regulations or other restrictions or that the terms and conditions contained within the
 174 documents would unreasonably restrict Buyer's use of the premises or would result in financial obligations
 175 unacceptable to Buyer in connection with owning the Real Estate, then Buyer may declare this Contract null and void
 176 by giving Seller written notice within five (5) Business Days after the receipt of the documents and information
 177 required by Paragraph 14 (c), listing those deficiencies which are unacceptable to Buyer. If written notice is not served
 178 within the time specified, Buyer shall be deemed to have waived this contingency, and this Contract shall remain in
 179 full force and effect.

180 **15. THE DEED:** Seller shall convey or cause to be conveyed to Buyer or Buyer's designated grantees good and
 181 merchantable title to the Real Estate by recordable general Warranty Deed, with release of homestead rights, (or the
 182 appropriate deed if title is in trust or in an estate), and with real estate transfer stamps to be paid by Seller (unless
 183 otherwise designated by local ordinance). Title when conveyed will be good and merchantable, subject only to: covenants,
 184 conditions, and restrictions of record, building lines and easements, if any, provided they do not interfere with the current
 185 use and enjoyment of the Real Estate; and general real estate taxes not due and payable at the time of Closing.

186 **16. ZONING:** Seller represents to the best of Seller's knowledge, without duty to investigate, that the Real Estate is
 187 zoned: for the current use which permits a billboard and Buyer will obtain any variances or special use.

188 **17. TITLE:** At Seller's expense, Seller will deliver or cause to be delivered to Buyer or Buyer's attorney within
 189 customary time limitations and sufficiently in advance of Closing, as evidence of title in Seller or Grantor, a title
 190 commitment for an ALTA title insurance policy in the amount of the Purchase Price by a title company licensed to operate
 191 in the State of Illinois, issued on or subsequent to the Date of Acceptance, subject only to items listed in Paragraph 15 and
 192 shall cause a title policy to be issued with an effective date as of Closing. The commitment for title insurance furnished by
 193 Seller will be presumptive evidence of good and merchantable title as therein shown, subject only to the exceptions therein
 194 stated. If the title commitment discloses unpermitted exceptions, or if the Plat of Survey shows any encroachments
 195 which are not acceptable to Buyer, then Seller shall have said exceptions or encroachments removed, or have the
 196 title insurer commit to insure against loss or damage that may be caused by such exceptions or encroachments. If
 197 Seller fails to have unpermitted exceptions waived or title insured over prior to Closing, Buyer may elect to take the title
 198 as it then is, with the right to deduct from the Purchase Price prior encumbrances of a definite or ascertainable amount.
 199 Seller shall furnish Buyer at Closing an Affidavit of Title covering the date of Closing, and shall sign any other customary
 200 forms required for issuance of an ALTA Insurance Policy.

201 **18. PLAT OF SURVEY:** Not less than one (1) business day prior to Closing Seller shall, at Seller's expense, furnish to
 202 Buyer or Buyer's attorney a Plat of Survey that conforms to the current Minimum Standard of Practice for boundary
 203 surveys, is dated not more than six (6) months prior to the date of Closing, and is prepared by an professional land
 204 surveyor, showing any encroachments, measurements of all lot lines, all easements of record, building set back lines of
 205 record, fences, all buildings and other improvements on the Real Estate and distances therefrom to the nearest two lot
 206 lines. In addition, the survey to be provided shall be a boundary survey conforming to the current requirements of the
 207 appropriate state regulatory authority. The survey shall show all corners staked, flagged, or otherwise monumented. The
 208 survey shall have the following statement prominently appearing near the professional land surveyor seal and signature:
 209 "This professional service conforms to the current Illinois minimum standards for a boundary survey." A Mortgage

Buyer Initial _____ Buyer Initial _____
 Address _____
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Seller Initial _____ Seller Initial _____

210 Inspection, as defined, is not a boundary survey, and is not acceptable.

211 **19. ESCROW CLOSING:** At the election of either Party, not less than five (5) Business Days prior to the Closing, this
212 sale shall be closed through an escrow with the lending institution or the title company in accordance with the provisions
213 of the usual form of Deed and Money Escrow Agreement, as agreed upon between the Parties, with provisions inserted in
214 the Escrow Agreement as may be required to conform with this Contract. The cost of the escrow shall be paid by the Party
215 requesting the escrow. If this transaction is a cash purchase (no mortgage is secured by Buyer), the Parties shall share the
216 title company escrow closing fee equally.

217 **20. DAMAGE TO REAL ESTATE OR CONDEMNATION PRIOR TO CLOSING:** If prior delivery of the deed, the
218 Real Estate shall be destroyed or materially damaged by fire, casualty, or any other cause, or the Real Estate is taken by
219 condemnation, then Buyer shall have the option of terminating this Contract and receiving a refund of earnest money or of
220 accepting the Real Estate as damaged or destroyed, together with the proceeds of any insurance payable as a result of the
221 destruction or damage, which proceeds Seller agrees to assign to Buyer. Seller shall not be obligated to repair or replace
222 damaged improvements. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be
223 applicable to this Contract, except as modified in this paragraph.

224 **21. SELLER REPRESENTATIONS:** Seller's representations contained in this paragraph shall survive the Closing.
225 Seller represents that with respect to the Real Estate, Seller has no knowledge of, nor has Seller received any written
226 notice from any association or governmental entity regarding:

- 227 a) zoning or health code violations that have not been corrected;
- 228 b) any pending rezoning;
- 229 c) boundary line disputes;
- 230 d) any pending condemnation or Eminent Domain proceeding;
- 231 e) easements or claims of easements not shown on the public records;
- 232 f) any hazardous waste on the Real Estate;
- 233 g) real estate tax exemption(s) to which Seller is not lawfully entitled; or
- 234 h) any improvements to the Real Estate for which the required initial and final permits were not obtained.

235 Seller further represents that:

236 **[INITIALS]** _____ There **[CHECK ONE]** is is not an unconfirmed pending special assessment
237 affecting the Real Estate by any association or governmental entity payable by Buyer after the date of Closing.

238 **[INITIALS]** _____ The Real Estate **[CHECK ONE]** is is not located within a Special Assessment Area
239 or Special Service Area, payments for which will not be the obligation of Seller after the year in which the Closing occurs.

240 All Seller representations shall be deemed re-made as of Closing. If prior to Closing Seller becomes aware of matters that
241 require modification of the representations previously made in this Paragraph 21, Seller shall promptly notify Buyer. If the
242 matters specified in such Notice are not resolved prior to Closing, Buyer may terminate this Contract by Notice to Seller
243 and this Contract shall be null and void.

244 **22. CONDITION OF REAL ESTATE AND INSPECTION:** All refuse and personal property that is not conveyed to
245 Buyer shall be removed from the Real Estate at Seller's expense before closing. Buyer shall have the right to inspect Real
246 Estate within 72 hours prior to closing to verify that the Real Estate is in substantially the same condition as of the Date of
247 Offer of this Contract, normal wear and tear excepted.

248 **23. GOVERNMENTAL COMPLIANCE:** The Parties agree to comply with the applicable reporting requirements of the
249 Internal Revenue Code and the Real Estate Settlement Procedures Act of 1974, as amended.

250 **24. BUSINESS DAYS/HOURS:** Business Days are defined as Monday through Friday, excluding Federal holidays.
251 Business Hours are defined as 8:00 A.M. to 6:00 P.M. Chicago time. In the event the Closing or Loan Contingency Date
252 described in this Contract does not fall on a Business Day, such date shall be the next Business Day.

253 **25. ELECTRONIC OR DIGITAL SIGNATURES:** Facsimile or digital signatures shall be sufficient for purposes of
254 executing, negotiating, finalizing, and amending this Contract, and delivery thereof by one of the following methods shall
255 be deemed delivery of this Contract containing original signature(s). An acceptable facsimile signature may be produced
256 by scanning an original, hand-signed document and transmitting same by electronic means. An acceptable digital
257 signature may be produced by use of a qualified, established electronic security procedure mutually agreed upon by the
258 Parties. Transmissions of a digitally signed copy hereof shall be by an established, mutually acceptable electronic method,
259 such as creating a PDF ("Portable Document Format") document incorporating the digital signature and sending same by
260 electronic mail.

261 **26. DIRECTION TO ESCROWEE:** In every instance where this Contract shall be deemed null and void or if the

Buyer Initial _____ Buyer Initial _____
Address _____
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Seller Initial _____ Seller Initial _____

262 Contract may be terminated by either Party, the following shall be deemed incorporated: "and Earnest Money refunded
263 upon the joint written direction by the Parties to the Escrowee or upon an entry of an order by a court of competent
264 jurisdiction".

265 In the event either Party has declared the Contract null and void or the transaction has failed to close as provided for in this
266 Contract and if Escrowee has not received joint written direction by the Parties or such court order, the Escrowee may
267 elect to proceed as follows:

268 a) Escrowee shall give written Notice to the Parties as provided for in this Contract at least fourteen (14) days prior
269 to the date of intended disbursement of Earnest Money indicating the manner in which Escrowee intends to disburse in
270 the absence of any written objection. If no written objection is received by the date indicated in the Notice then
271 Escrowee shall distribute the Earnest Money as indicated in the written Notice to the Parties. If any Party objects in
272 writing to the intended disbursement of Earnest Money then Earnest Money shall be held until receipt of joint written
273 direction from all Parties or until receipt of an order of a court of competent jurisdiction.

274 Escrowee may file a Suit for Interpleader and deposit any funds held into the Court for distribution after resolution of the
275 dispute between Seller and Buyer by the Court. Escrowee may retain from the funds deposited with the Court the amount
276 necessary to reimburse Escrowee for court costs and reasonable attorney's fees incurred due to the filing of the
277 Interpleader. If the amount held in escrow is inadequate to reimburse Escrowee for the costs and attorney's fees, Buyer
278 and Seller shall jointly and severally indemnify Escrowee for additional costs and fees incurred in filing the Interpleader
279 action.

280 **27. NOTICE:** All Notices shall be in writing and shall be served by one Party or attorney to the other Party or attorney.
281 Notice to any one of a multiple person Party shall be sufficient Notice to all. Notice shall be given in the following
282 manner:

- 283 a) By personal delivery; or
- 284 b) By mailing to the addresses recited on Page 7 by regular mail and by certified mail, return receipt requested.
285 Except as otherwise provided herein, Notice served by certified mail shall be effective on the date of mailing; or
- 286 c) By facsimile transmission. Notice shall be effective as of date and time of facsimile transmission, provided that
287 the Notice transmitted shall be sent on Business Days during Business Hours. In the event Notice is transmitted during
288 non-business hours, the effective date and time of Notice is the first hour of the next Business Day after transmission; or
- 289 d) By e-mail transmission if an e-mail address has been furnished by the recipient Party or the Recipient Party's
290 attorney to the sending Party or as shown in this Contract. Notice shall be effective as of date and time of e-mail
291 transmission, provided that in the event e-mail Notice is transmitted during non-business hours, the effective date and
292 time of Notice is the first hour of the next Business Day after transmission. An attorney or Party may opt out of future
293 e-mail Notice by any form of Notice provided by this Contract; or
- 294 e) By commercial overnight delivery (e.g., FedEx). Such Notice shall be effective on the next Business Day
295 following deposit with the overnight delivery company.
- 296 f) If a Party fails to provide contact information herein, as required, Notice may be served upon the Party's
297 Designated Agent in any of the manners provided above.
- 298 g) The Party serving a Notice shall provide courtesy copies to the Parties' Designated Agents. Failure to provide
299 such courtesy copies shall not render Notice invalid.

300 **28. PERFORMANCE:** Time is of the essence of this Contract. In any action with respect to this Contract, the Parties
301 are free to pursue any legal remedies at law or in equity and the prevailing Party in litigation shall be entitled to collect
302 reasonable attorney fees and costs from the non-prevailing Party as ordered by a court of competent jurisdiction.

303 **THE FOLLOWING NUMBERED PARAGRAPHS ARE A PART OF THIS CONTRACT ONLY IF INITIALED BY ALL PARTIES.**

304 _____ **29. CONFIRMATION OF DUAL AGENCY:** The Parties confirm that they have previously
305 consented to _____ **[LICENSEE]** acting as a Dual Agent in providing brokerage
306 services on their behalf and specifically consent to Licensee acting as a Dual Agent with regard to the transaction referred
307 to in this Contract.

308 _____ **30. CANCELLATION OF PRIOR REAL ESTATE CONTRACT:** In the event either Party has
309 entered into a prior real estate contract, this Contract shall be subject to written cancellation of the prior contract on or
310 before _____, 20_____. In the event the prior contract is not cancelled within the time specified, this
311 Contract shall be null and void and earnest money refunded to Buyer upon written direction of the Parties to
312 Escrowee. Notice to the purchaser under the prior contract should not be served until after Attorney Review and
313 Professional Inspections provisions of this Contract have expired, been satisfied or waived.

Buyer Initial _____ Buyer Initial _____
Address _____
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Seller Initial _____ Seller Initial _____

314 _____ 31. SPECIFIED PARTY APPROVAL: This Contract is contingent upon the approval of the Real
 315 Estate by _____. Buyer's specified party, within five (5) Business Days after the
 316 Date of Acceptance. In the event Buyer's specified party does not approve of the Real Estate and written notice is given to
 317 Seller within the time specified, this Contract shall be null and void. If written notice is not served within the time
 318 specified, this provision shall be deemed waived by the Parties and this Contract shall remain in full force and effect.

319 _____ 32. ATTACHMENTS: The following attachments, if any, are hereby incorporated into this
 320 Contract /IDENTIFY BY TITLE: THEN ATTACHED RIDER IS INCORPORATED HEREIN AND SHALL SUPERSEDE AND CONTROL
 321 OVER ALL CONFLICTING TERMS

322 THE PARTIES ACKNOWLEDGE THAT THIS CONTRACT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS AND IS SUBJECT
 323 TO THE COVENANT OF GOOD FAITH AND FAIR DEALING IMPLIED IN ALL ILLINOIS CONTRACTS.

324 THIS DOCUMENT WILL BECOME A LEGALLY BINDING CONTRACT WHEN SIGNED BY ALL PARTIES AND DELIVERED TO THE PARTIES
 325 OR THEIR AGENTS.

326 THE PARTIES REPRESENT THAT TEXT OF THIS COPYRIGHTED FORM HAS NOT BEEN ALTERED AND IS IDENTICAL TO THE OFFICIAL
 327 VACANT LAND CONTRACT OF MAINSTREET ORGANIZATION OF REALTORS®.

		DATE OF ACCEPTANCE		
329 Date of Offer				
330 Buyer Signature	Seller Signature			
331 Buyer Signature	Seller Signature			
332 Print Buyer(s) Name(s) <u>REQUIRED</u>	Print Seller(s) Name(s) <u>REQUIRED</u> Robinette Trust/Estate of Thomas A Robinette			
333 Address <u>REQUIRED</u>	Address <u>REQUIRED</u>			
334 City, State, Zip <u>REQUIRED</u>	City, State, Zip <u>REQUIRED</u>			
335 Phone	E-mail	Phone	E-mail	
FOR INFORMATION ONLY				
342 NONE				
343 Buyer's Brokerage	MLS #	State License #	MLS #	
344 Address	City	Zip	Address	
345 Seller's Brokerage	DAVID J. WINTHERS (dwinthers@dupageattorneys.org)			
346 Buyer's Designated Agent	MLS #	State License #	Seller's Designated Agent	
347 Phone	Fax	Phone	Fax	
348 E-mail	E-mail			
349 Buyer's Attorney	E-mail	Seller's Attorney	E-mail	
350 Address	City	State	Zip	
351 352	DAVID J. WINTHERS (dwinthers@dupageattorneys.org) WINFIELD ILLINOIS 60190			
353	Address	City	State	Zip
354	1N141 COUNTY FARM ROAD 630/668-6733			
355	Phone	Phone		
356	Fax	Fax		
357	630/668-6700			
358	Homeowner's/Condo Association (if any)			Phone
359	360 Mortgage Company			
361	362 Loan Officer			Management Co./Other Contact
362	Phone/Fax			Phone
363	364 Loan Officer E-mail			Management Co./Other Contact E-mail

365 **Illinois Real Estate License Law requires all offers be presented in a timely manner; Buyer requests verification that this offer was presented.**
 366 **Seller rejection:** This offer was presented to Seller on _____, 20 ____ at ____:____ a.m./p.m. and rejected on
 367 _____, 20 _____ at ____:____ a.m./p.m. [SELLER INITIALS]

Address _____
 (Page 7 of 7) 6.2019 - © MAINSTREET ORGANIZATION OF REALTORS®

**RIDER TO MAINSTREET ORGANIZATION OF REALTORS
VACANT LAND CONTRACT**

THIS RIDER TO MAINSTREET ORGANIZATION OF REALTORS VACANT LAND CONTRACT (“**Rider**”) for the sale of a specifically described parcel and rights suitable for the use, access, construction and maintenance of a digital billboard located upon real estate with a common address of 0S560 Route 83, Oakbrook Terrace, Illinois, PIN 06-15-412-026 and depicted on the attached Exhibit “A” (the “Property”), is entered into on the ____ day of February 2026 (the “**Effective Date**”), by and between Lynda Robinette, Executor of the Estate of John C. Robinette, and Cheryl Robinette, Executor of the Estate of Thomas A. Robinette (“**Seller**”), and the City of Oakbrook Terrace, Illinois (“**Buyer**”).

RECITALS

WHEREAS, Seller is the owner of the Property and the air rights suitable for the construction of a digital billboard,

WHEREAS, Seller and Buyer have entered into a Mainstreet Organization of Realtors Vacant Land Contract (“Contract”) which terms are modified and superseded by this Rider and the attached Exhibit “A,”

WHEREAS, Buyer desires to purchase the Property (as hereinafter defined) from Seller, and Seller desires to sell the Property to Buyer, upon the terms and conditions set forth in the Contract as modified by this Rider, Exhibit “A” and hereinafter set forth; and

NOW, THEREFORE, it is agreed that the Contract, as modified by this Rider and the attached Exhibit “A” shall constitute the entire Contract between Seller and Buyer, incorporating the following provisions which shall supersede and control of any conflicting terms and provisions in the Contract:

1. SELLER DELIVERIES, INVESTIGATION/DUE DILIGENCE CONTINGENCY.

1.1 **Seller's Deliveries**. Within ten (10) business days after the Effective Date, Seller shall deliver to Buyer, copies of the following documents: to the extent that such are in existence and are in Seller's possession or control on the Effective Date (“**Seller's Deliveries**”):

(a) All documents relating to the Lease of the current Billboard adjacent to the Property, together with information relating to the negotiation of a future digital billboard lease on the Property, an existing survey and/or a schematic drawing depicting the location of the proposed billboard on the Property with a general description of the air rights sufficient for the use, access and operation of a digital Billboard. The parties contemplate that the approximate size, excluding any access easement, if required, shall be a parcel ten (10) feet square equaling approximately 100 square feet more or less, coupled with appurtenant air rights of approximately 10 feet x 50 feet x 50 feet in height;

(b) Such other documents, memoranda and correspondence relating to the Property reasonably requested by Buyer and in the Seller's possession.

1.2 **Due Diligence.** Buyer shall have the right, at its sole cost, within thirty (30) days after the Effective Date, (hereinafter the "Due Diligence Period"), and thereafter extended at the request of Buyer to a time up to and including five (5) business days prior to the Closing Date, to review the Seller's Deliveries and to conduct such inspections, investigations and tests, including feasibility studies, Phase I and Phase II assessments of the environmental condition of the Property, which the Buyer and the representatives of the Buyer, including its engineers, architects and other construction professionals, as Buyer shall deem necessary or appropriate (the "**Due Diligence**"). All Due Diligence shall be performed at Buyer's expense. Buyer, at its sole expense, shall restore the Property to the same condition it was in prior to any such Due Diligence.

1.3 **Indemnification.** Buyer agrees to protect, indemnify, defend and hold Seller, and its officers, directors, shareholders, employees, tenants, invitees, agents, successors and assigns (collectively, the "**Seller Indemnified Parties**") harmless from and against any claim for liabilities, losses, costs, expenses (including reasonable attorneys' fees), damages or injuries suffered or incurred by any of the Seller Indemnified Parties arising out of, resulting from, relating to or connected with any Due Diligence performed at the Property by Buyer or its agents, employees, consultants, representatives or contractors, including reasonable attorneys' fees, damages or injuries suffered or incurred by any of the Seller Indemnified Parties due to the actions of the Buyer or its agents, employees, consultants, representatives or contractors in connection with any Due Diligence.

1.4 **Investigation Contingency.** If Buyer shall not approve the Seller's Deliveries, or the results of any Due Diligence, or if Buyer determines that the Property is not suitable for Buyer's intended or desired use of the Property, or is otherwise not satisfactory to Buyer, for any reason, all as determined by Buyer in its sole and absolute discretion, Buyer shall have the right to terminate this Contract upon written notice to Seller on or before the end of the Due Diligence Period, and upon such termination, neither party shall have any further liability hereunder (the "**Investigation Contingency**"). If Buyer timely terminates this Agreement as provided in this Section 1.4, any Earnest Money deposited shall be promptly returned to Buyer, upon Buyer's sole direction to the Title Company; and the Contract shall be terminated. If Buyer does not advise Seller in writing of its election to terminate this Agreement on or before the expiration of the Due Diligence Period, the Investigation Contingency shall be deemed waived; and this Agreement shall remain in full force and effect.

1.5 Property Description/Identification and Feasibility Contingency.

Buyer and Seller agree that they shall, in good faith, cooperate in the final identification of the Property to be conveyed which will result in a mutually agreeable legal description of the Property which comports with that parcel depicted on Exhibit A. It is mutually understood between the Parties that the purpose of this contract is to convey the parcel substantially similar to that which is depicted on Rider A and which will be located adjacent to and slightly north of the current existing billboard, described above as the "Property". The parties agree that slight adjustments may be made to the precise location of the Property if the proposed location of the Property depicted on Exhibit A is not feasible, practical or desirable. If the parties cannot agree,

upon the final location, then Buyer may terminate the Contract with no further liability to Seller. The Parties further agree that the objective of this Contract is to convey a suitable parcel to erect, maintain and access a digital billboard on or in substantially close proximity to the location of the current non-digital billboard located on the underlying parcel owned by Sellers.

1.6 Modification of Paragraphs 10,11,12 & 16. The provisions of Paragraphs 10, 11, 12 and 16 of the Contract, to the extent contrary to this Rider section, are expressly modified by the specific terms of this Section and shall supersede and control.

1.7 Deletion of Paragraph 14. The provisions of Paragraph 14 of the Contract are hereby deleted.

2. TITLE COMMITMENT AND SURVEY.

2.1 Title Commitment. Within twenty (20) business days after the Effective Date, Seller shall deliver to Buyer or Buyer's attorney, a commitment from the Chicago Title Company (the "Title Commitment") for an ALTA form owner's title insurance policy (the "Owner's Policy") issued by the Chicago Title Company in the amount of the Purchase Price, or such amount above the purchase price requested by the Buyer, but which amount shall, in no event be less than the minimum required by Chicago Title Insurance Company, and covering title to the Land, Improvements and Appurtenant Rights, including any access easement to the Property, on or after the Effective Date, showing title vested solely in Seller, together with copies of all recorded documents listed as exceptions to the Title Commitment. Title Commitment shall be procured by Seller, but the cost and expense will be reimbursed to the Seller by the Buyer at Closing. The Owner's Policy shall provide for full extended coverage over all general title exceptions contained in such policies and shall be subject only to the Permitted Exceptions (as defined in the Contract), with all costs including all endorsements to the Owner's Policy including extended coverage to be at Buyer's expense, and if charged to Seller, reimbursed to Seller at closing.

2.2 Survey. Within twenty (20) business days after the Effective Date, Seller, at Buyers's expense, shall deliver the required survey under the Contract, which Survey shall be prepared by Spaceco, Inc., (Surveyor) and be delivered to Buyer or Buyer's attorney. All additions, modifications and additional survey work requested by Buyer, shall be at Buyer's expense and to the extent charged to Seller, shall be reimbursed to Seller at the time of closing. The parties acknowledge that the Property conveyed under this Contract depicted on Exhibit A has yet to be legally described, and the description shall be determined by the Surveyor and agreed to by the parties.

2.3 Modification of Paragraphs 17 and 18. The provisions of Paragraphs 17 and 18 of the Contract, to the extent contrary to this Rider section, are expressly modified by the specific terms of this Section and shall supersede and control.

3. SELLER'S REPRESENTATIONS, WARRANTEES AND COVENANTS.

3.1 Seller's Representations and Warranties. In addition, Seller represents, warrants and covenants, as of the Effective Date, and which shall be remade on the Closing Date, that:

(a) Seller is authorized to execute this Agreement on behalf of Seller and has full power and authority to perform all of its obligations under this Agreement, including to execute and deliver all required closing documents.

(b) This Agreement and all other documents delivered prior to or at the Closing have been duly authorized, executed and delivered by Seller; are binding obligations of Seller and do not violate the provisions of any agreement to which Seller is a party or which affects the Property.

(c) There are no attachments, executions, assignments for the benefit of creditors or voluntary or involuntary proceedings in bankruptcy pending against or contemplated by Seller; and no such actions have been threatened against it.

(d) Seller has paid, or will satisfy at Closing, all taxes and assessments which are due or payable on the Property or which may be assessed against the Property or Seller prior to the closing date. Seller represents that there are no taxes or assessments due or payable, including but not limited to, any taxes due or owing under applicable "bulk sales" ordinances or laws.

(e) There are no pending or threatened litigation, actions, judicial or administrative proceedings involving any aspect of the Property, excepting the probate estates associated with John C. Robinette and Thomas A. Robinette, both pending in the 18th Judicial Circuit Court, DuPage County, Illinois.

(f) There are no special assessments, special tax districts, special service areas, or outstanding obligations (contingent or otherwise) to governmental entities (including, without limitation, any portion payable with the current tax bill), being levied or assessed against or otherwise affecting the Property or any part thereof; and, to the best of Seller's knowledge, none of the foregoing are being contemplated.

(g) Seller has no knowledge of and has received no notice that the Property, the Improvements or the use thereof is in any violation of any applicable laws, codes, ordinances or government rules or regulations with respect to the Property, the Improvements or the use thereof.

(h) There are no leases, tenancies, licenses or other agreements, affecting the Property, other than the lease for the current billboard, which affects land immediately to the north and adjacent to the Property.

(i) No work has been performed or is in progress at the Property, and no materials will have been delivered to the Property, that might provide the basis for a mechanic's, materialmen's or other lien against the Property or any portion thereof, for which effective title insurance will not at Closing be issued to Buyer; and all amounts due for such work and material shall have been paid and all discharged to Buyer's satisfaction as of the Closing. Any mechanic's liens reflected in the Title Commitment will be resolved, at Seller's expense, prior to Closing.

(j) There are no persons employed on site by Seller in connection with management, operation or maintenance of all or any portion of the Property. Neither Seller nor any of Seller's property managers or other agents are a party to any collective bargaining agreement or other labor union contract applicable to employees employed with respect to the Property.

3.2 Modification of Paragraph 21. The provisions of Paragraph 21 of the Contract, to the extent contrary to this Rider section, are expressly modified by the specific terms of this Section and shall supersede and control.

4. CLOSING. The Closing shall occur at the offices of the Chicago Title Company located at 2441 Warrenville Road, Lisle, IL, on the date so indicated in the Contract, or such other time and place as the parties agree. The time and date of Closing shall be scheduled to coincide with Seller's Contemplated Sale of the remaining parcel owned by Seller and those adjacent Parcels depicted on Exhibit A owned by Seller and/or Related parties, which shall, for convenience, be referred to as the PDC CHICAGO LPIV, LLC purchase transaction ("PDC Purchase" or "PDC Transaction"), which is more fully described in Section 5 below.

4.1 Service Contracts and Utilities. Unless otherwise agreed, on or prior to the Closing, the Seller shall terminate all, if any, Service Contracts for services such as landscaping, snow removal, garbage and trash removal, paint and material disposal, etc. Seller shall arrange for a final bill for Service Contracts in which fees are based upon usage and with utility companies and municipalities for a billing for utilities, to include all utilities and/or services used up to the day the Closing occurs; and Seller shall pay the resultant bills.

4.2 Modification of Paragraph 4. The provisions of Paragraph 4 of the Contract, to the extent contrary to this Rider section, are expressly modified by the specific terms of this Section and shall supersede and control.

5. JOINDER OF TRANSACTIONS AND FAILURE TO CLOSE. The Seller and Buyer acknowledge and agree that the sale of the subject Property is expressly conditioned upon the simultaneous or prior closing of the PDC Purchase. The Parties may agree to close both transactions simultaneously, or this transaction may close after the PDC Transaction. Consequently, and notwithstanding any contrary provisions in this Contract or any other provisions contained within the Related Agreements affecting the PDC Transaction, the failure to close on the PDC Purchase for any reason shall entitle Seller to terminate this Contract. Further if the PDC Transaction occurs prior to this Closing for any reason, Buyer shall be afforded the right of specific performance against the Seller, in addition to all other rights under the Contract.

6. PURCHASE PRICE. The Purchase Price set forth in Paragraph 3 is subject to adjustments, it being understood that that Seller shall incur no cost for title insurance, or survey, as well as any transfer taxes of other customary seller expenses belonging to the Seller, and shall all be paid by the Buyer. The parties agree to cooperate in the allocation of these charges on the settlement statement so as to effectuate the intention of the parties in this regard. Notwithstanding, it is understood that Seller shall be responsible for its own attorney fees.

7. **DEED.** The Parties agree that Paragraph 15 of the Contract is amended so that the deed conveying ownership of the Property shall be an insurable Trustee's Deed and an Executor's Deed.

8. **PRORATION OF REAL ESTATE TAXES.** The Parties agree that Paragraph 7 is modified so that Buyer will receive no credit for real estate taxes for the year of closing. Seller shall be responsible for the payment of the 2025 real estate taxes. The parties further understand that the real estate taxes for the parcel which includes the Property will be prorated to the Purchaser under the PDC Transaction, and that the real estate taxes, if they could be ascertained for the Property in the year of closing, will be negligible.

9. **STATUTORY REQUIREMENTS.**

9.1. **Certifications.** Seller shall submit to Buyer the Certification attached hereto as Exhibit "B" signed by the Successor Trustee of the John C. Robinette Trust and the Executor of the Estate of Thomas A. Robinette before a notary public.

EXHIBIT "A"

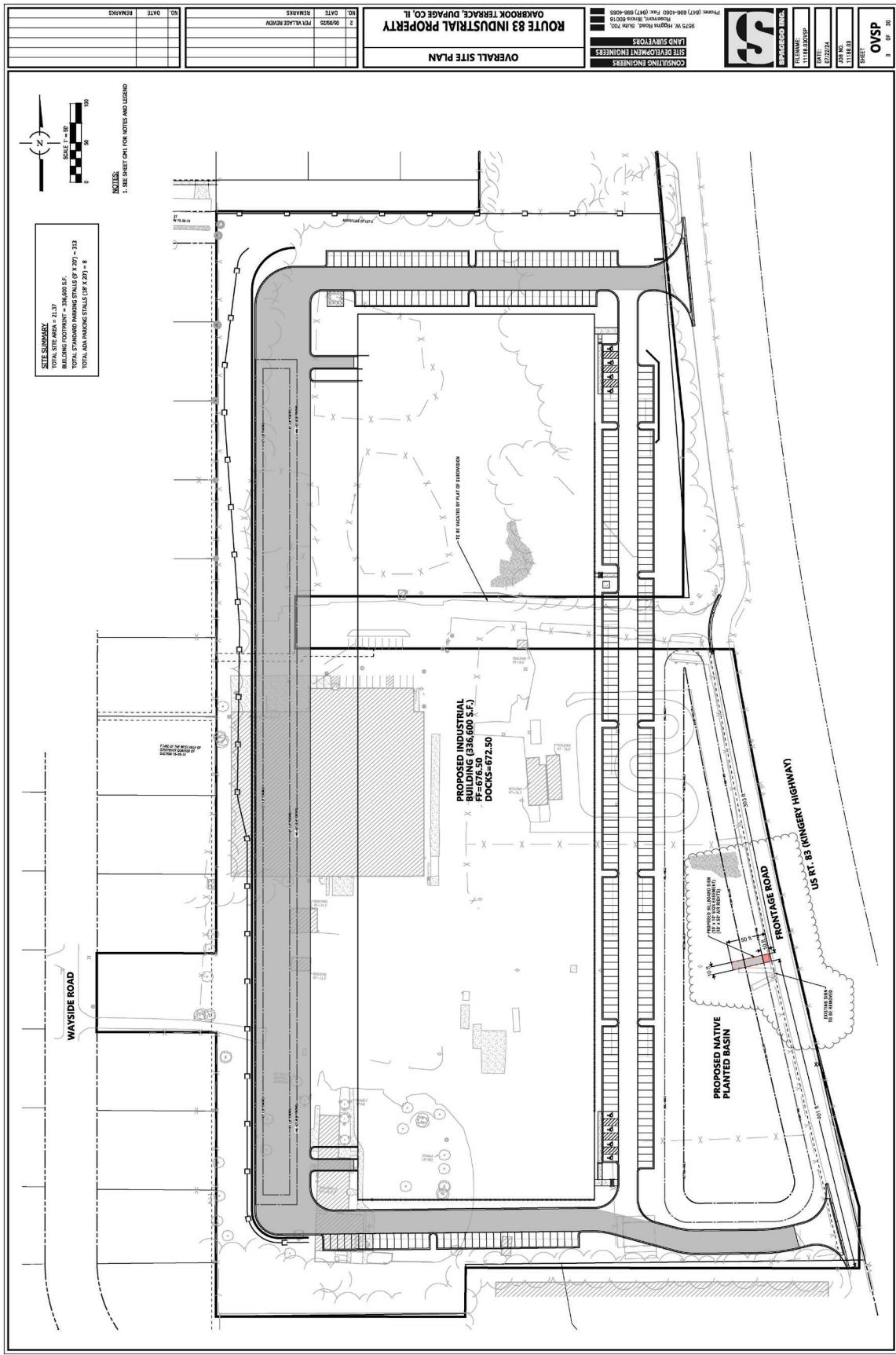


EXHIBIT “B”

CERTIFICATIONS

The assurances hereinafter made by Seller, are each a material representation of fact upon which reliance is placed by the City of Oakbrook Terrace, Illinois, in entering into the Contract with the Seller. The City of Oakbrook Terrace, Illinois, may terminate the Contract if it is later determined that the Seller rendered a false or erroneous assurance.

I, Lynda A. Robinette, hereby certify that I am the Successor Trustee of the John C. Robinette Trust and I, Cheryl Robinette, hereby certify that I am the Executor of the Estate of Thomas A. Robinette which together constitute the Seller under the Contract and, as such, Lynda A. Robinette hereby represents and warrants on behalf of the John C. Robinette Trust and Cheryl Robinette on behalf of the Estate of Thomas A. Robinette each to the City of Oakbrook Terrace, Illinois, a unit of local government, that the John C. Robinette Trust and the Estate of Thomas A. Robinette each are:

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

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

1. No City of Oakbrook Terrace officer, spouse or dependent child of a City of Oakbrook Terrace officer, agent on behalf of any City of Oakbrook Terrace officer or trust in which a City of Oakbrook Terrace officer, the spouse or dependent child of a City of Oakbrook Terrace officer or a beneficiary is a holder of any interest in the Seller.
2. No officer or employee of the City of Oakbrook Terrace has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Seller in violation of Section 30.33 of Chapter 30 the Code of Oakbrook Terrace, Illinois.
3. The Seller has not given to any officer or employee of the City of Oakbrook Terrace any gratuity, discount, entertainment, hospitality, loan, forbearance or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of Section 30.33 of Chapter 30 the Code of Oakbrook Terrace, Illinois.

EXHIBIT "B"

4. Neither the Seller nor any of its principals, shareholders, members, partners or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224); it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person; and the Seller and its principals, shareholders, members, partners or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.

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

Dated: February , 2026 SELLER: John C. Robinette Trust

By: _____
Name: Lynda A. Robinette, Successor Trustee

Estate of Thomas A. Robinette

By: _____
Name: Cheryl Robinette, Executor

STATE OF ILLINOIS)
COUNTY OF DUPAGE) ss.
)

I, the undersigned, a notary public in and for the state and county aforesaid, hereby certify that Lynda A. Robinette, known to me to be the Successor Trustee of the John C. Robinette Trust, appeared before me this day in person and, being first duly sworn on oath, acknowledged that she executed the foregoing certification as her free act and deed and as the authorized free act and deed of the John C. Robinette Trust.

Dated: February , 2026

Notary Public

I, the undersigned, a notary public in and for the state and county aforesaid, hereby certify that Cheryl Robinette, known to me to be the Executor of the Estate of Thomas A.

EXHIBIT “B”

Robinette appeared before me this day in person and, being first duly sworn on oath, acknowledged that she executed the foregoing certification as her free act and deed and as the authorized free act and deed of the Estate of Thomas A. Robinette.

Dated: February _____, 2026

Notary Public

EXHIBIT “B”

SELLER:
John C. Robinette Trust

By: _____

Name: Lynda A. Robinette, Successor
Trustee

Estate of Thomas A. Robinette

By: _____

Name: Cheryl Robinette, Executor

BUYER:
The City of Oakbrook Terrace

By: _____

Paul Esposito, Mayor

Attest:

By: _____

Michael Shadley, City Clerk

ORDINANCE NO. 26 - 41

**AN ORDINANCE REAPPOINTING A CHIEF OF POLICE AND TO APPROVE AND
AUTHORIZE THE EXECUTION OF AN EMPLOYMENT AGREEMENT 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, Section 3.1-30-5 of the Illinois Municipal Code (65 ILCS 5/3.1-30-5) authorizes the Mayor by and with the advice and consent of the City Council to appoint officers necessary to carry into effect the powers conferred upon the City;

WHEREAS, Sections 32.090 and 32.091 of the Code of Oakbrook Terrace, Illinois, establish the position of Chief of Police as an officer of the City, to be appointed by the Mayor with the advice and consent of the City Council and providing that the Chief of Police's term of office shall continue during, but shall not exceed, the term of office of the Mayor then holding office and shall continue until a successor is appointed, unless a shorter term is specified in the Chief of Police's Employment Agreement;

WHEREAS, Casey Calvello was duly appointed and has served as Chief of Police commencing November 22, 2016, and at which time entered into an Employment Agreement providing certain benefits and establishing certain conditions of his employment with the City;

WHEREAS, the term of the Employment Agreement was for the balance of the term of the Mayor;

WHEREAS, the term of the then-serving Mayor expired on May 9, 2017;

WHEREAS, Casey Calvello was duly re-appointed and has served as Chief of Police commencing September 26, 2017, and at which time entered into an Amendment to his Employment Agreement which extended the term of his employment for the balance of the term of the then-serving Mayor;

WHEREAS, the term of the then-serving Mayor expired on May 11, 2021;

WHEREAS, Casey Calvello was duly re-appointed and has served as Chief of Police commencing November 12, 2021, and at which time entered into an Employment Agreement which extended the term of his employment for the balance of the term of the then-serving Mayor;

WHEREAS, the term of the then-serving Mayor expired on May 13, 2025;

WHEREAS, the Employment Agreement permitted its term to be extended by appointment of Casey Calvello to the office of Chief of Police by the Mayor and confirmation by the City Council;

WHEREAS, the Mayor has nominated and the City Council has advised regarding the nomination of Casey Calvello to continue service in the office of Chief of Police and to extend the term of his Employment Agreement; and

WHEREAS, Section 3.1-10-30 of the Illinois Municipal Code (65 ILCS 5/3.1-10-30) and Section 32.140 of the Code of Oakbrook Terrace, Illinois, require that before entering upon the duties of their respective offices, all municipal officers, except alderpersons, shall execute a bond with security, to be approved by the corporate authorities of the City;

NOW, THEREFORE, BE IT ORDAINED 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 ordinance are found to be true and correct and are hereby adopted as part of this ordinance.

Section 2: The City Council hereby consents to the nomination of Casey Calvello to serve in the office of Chief of Police.

Section 3: The Mayor shall be and is hereby authorized and directed to execute and file with the City Clerk the Certificate of Appointment of Casey Calvello, a copy of which is attached hereto marked as Exhibit "A" and made a part hereof.

Section 4: The penal sum of the bond of the Chief of Police shall be in the amount of \$10,000.00.

Section 5: The corporate authorities of the City hereby approve Illinois Counties Risk Management Trust as surety on the bond to be provided by the Chief of Police and hereby approve the bond of the Chief of Police in the penal sum hereby established.

Section 6: The City shall pay out of its funds the cost of the official bond furnished by the Chief of Police.

Section 7: Upon issuance and execution of the official bond by the Chief of Police and by the surety, respectively, the bond of the Chief of Police shall be filed in the office of the City Clerk.

Section 8: Upon Casey Calvello's taking the Oath of Office, a copy of which is attached hereto marked as Exhibit "B" and made a part hereof, upon the issuance and execution of the official bond by the Chief of Police and by the surety, respectively, and the filing of the bond of the Chief of Police in the office of the City Clerk and the Chief of Police's satisfying all other qualifications of office, the Mayor shall be and is hereby authorized and directed to execute and file with the City Clerk the Warrant of Commission of Casey Calvello, a copy of which is attached hereto marked as Exhibit "C" and made a part hereof.

Section 9: It is hereby determined that it is advisable, necessary and in the public interest that the City extend the term of the Employment Agreement of Casey Calvello to provide the compensation, terms and conditions of the appointment as Chief of Police.

Section 10: Provided that Casey Calvello executes the Certification, a copy of which is attached hereto marked as Exhibit "D" and made a part hereof, the Mayor shall be and is hereby authorized and directed to execute and the City Clerk shall be and is hereby authorized to attest on behalf of the City the Employment Agreement, a copy of which is attached hereto marked as Exhibit "E" and made a part hereof.

Section 11: This ordinance shall be in full force and effect upon its passage and approval in accordance with law.

ADOPTED this 27th day of January 2026, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 27th day of January 2026.

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

ATTESTED and filed in my office,
this 27th day of January 2026.

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

EXHIBIT "A"

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

CERTIFICATE OF APPOINTMENT

TO: Michael Shadley, City Clerk

I, Paul Esposito, Mayor of the City of Oakbrook Terrace, DuPage County, Illinois, do hereby certify that Casey Calvello has been duly appointed by me with the advice and consent of the City Council on the 27th day of January 2026 to the office of Chief of Police of the City of Oakbrook Terrace, Illinois, for a term not to exceed that of the current Mayor of the City of Oakbrook Terrace and until his successor shall have been duly appointed and qualified.

Given under my hand and the Corporate Seal of Oakbrook Terrace, Illinois this 27th day of January 2026.

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

EXHIBIT "B"

CITY OF OAKBROOK TERRACE, ILLINOIS

OATH OF OFFICE

I, Casey Calvello, do solemnly swear that I will support the Constitution of the United States, the Constitution of the State of Illinois and that I will faithfully discharge the duties of Chief of Police of the City of Oakbrook Terrace according to the best of my ability.

Administered and sworn at Oakbrook Terrace, Illinois, this 27th day of January 2026.

Casey Calvello

EXHIBIT "C"

**WARRANT OF COMMISSION
FOR THE OFFICE OF CHIEF OF POLICE
OF THE CITY OF OAKBROOK TERRACE, ILLINOIS**

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

TO ALL TO WHOM THESE PRESENTS SHALL COME:

I, Paul Esposito, Mayor of the City of Oakbrook Terrace, DuPage County, Illinois, a municipal corporation, hereby certify that Casey Calvello, having been duly appointed by me with the advice and consent of the City Council on the 27th day of January 2026, is hereby commissioned by this warrant to assume the duties of Chief of Police, on behalf of the City of Oakbrook Terrace, Illinois, for a term not to exceed that of the current Mayor of the City of Oakbrook Terrace and until his successor shall have been duly appointed and qualified and is hereby fully authorized and empowered to assume and perform all the duties of said office according to law and the ordinances of this City.

Given under my hand and the Corporate Seal of Oakbrook Terrace, Illinois, this 27th day of January 2026.

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

[Seal]

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

EXHIBIT "D"**CERTIFICATION**

The certifications hereinafter made by Casey Calvello are each a material representation of fact upon which reliance is placed by the City of Oakbrook Terrace (the "City") in entering into the Employment Agreement with Casey Calvello (the "Agreement"). The City may terminate the Employment Agreement if it is later determined that Casey Calvello rendered a false or erroneous certification.

I, Casey Calvello, hereby certify, represent and warrant to the City that:

(A) I am not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;

(B) I am not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1.

(C) No officer or employee of the City has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer of the City in violation of Chapter 2, Article XIX of the Code of Ordinances of Oakbrook Terrace, Illinois, adopted by the City pursuant to the requirements of the State Officials and Employees Ethics Act.

(D) I have not given to any officer or employee of the City any gratuity, discount entertainment, hospitality, loan, forbearance or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer of the City in violation of Chapter 2, Article XIX of the Code of Ordinances of Oakbrook Terrace, Illinois, adopted by the City pursuant to the requirements of the State Officials and Employees Ethics Act.

(E) I am not a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224), and I am not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person.

(F) I am not, directly or indirectly, engaged in and am not facilitating the transactions contemplated by the Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.

(G) I am not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United State Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit or supports terrorism; and I am not engaged in this transaction, directly or

indirectly, on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation.

If any certification made by Casey Calvello or term or condition in this Agreement changes, Casey Calvello shall notify the City in writing within seven (7) days.

Dated: January 27, 2026

Casey Calvello

STATE OF ILLINOIS)
) ss.
COUNTY OF DUPAGE)

I, the undersigned, a notary public in and for the state and county aforesaid, hereby certify that Casey Calvello, known to me, appeared before me this day in person and, being first duly sworn on oath, acknowledged that he executed the foregoing certification as his free act and deed.

Dated: January 27, 2026

Notary Public

EMPLOYMENT AGREEMENT

This Employment Agreement is made and entered into this 27th day of January 2026 to the Employment Agreement by and between the City of Oakbrook Terrace, a municipal corporation, (hereinafter referred to as the “City”), and Casey Calvello, Chief of Police, (hereinafter referred to as “Employee”) (collectively from time to time referred to as the “Parties”).

WITNESSETH:

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

WHEREAS, the City employs the services of the Employee as Chief of Police of the City pursuant to the terms of an Employment Agreement;

WHEREAS, Section 3.1-30-5 of the Illinois Municipal Code (65 ILCS 5/3.1-30-5) authorizes the Mayor by and with the advice and consent of the City Council to appoint officers necessary to carry into effect the powers conferred upon the City;

WHEREAS, Sections 32.090 and 32.091 of the Code of Oakbrook Terrace, Illinois, establish the position of Chief of Police as an officer of the City, to be appointed by the Mayor with the advice and consent of the City Council and providing that the Chief of Police’s term of office shall continue during, but shall not exceed, the term of office of the Mayor then holding office and shall continue until a successor is appointed unless a shorter term is specified in the Chief of Police’s Employment Agreement;

WHEREAS, the term of the Employee’s Employment Agreement was for the balance of the term of the Mayor;

WHEREAS, Casey Calvello was duly re-appointed and has served as Chief of Police commencing November 9, 2021, and at which time entered into an Employment Agreement which extended the term of his employment for the balance of the term of the then-serving Mayor;

WHEREAS, the previous term of the then-serving Mayor expired on May 13, 2025;

WHEREAS, the Employment Agreement permitted its term to be extended by the reappointment of Casey Calvello to the office of Chief of Police by the Mayor and confirmation by the City Council;

WHEREAS, the Mayor has nominated and the City Council has advised regarding the nomination of Casey Calvello to continue service in the office of Chief of Police and to extend the term of his Employment Agreement; and

WHEREAS, it is the desire of the Mayor and the City Council to extend the term of the Employee’s Employment Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the Parties agree as follows:

1. Employment and Duties. The City hereby employs the Employee, and the Employee hereby accepts the employment as the Chief of Police of the City in accordance with all the provisions of the Code of Oakbrook Terrace, Illinois, that relate to the performance of the duties of such position, as such provisions may be in effect from time to time, and in accordance with the terms of this Agreement. The Employee shall report to and be supervised by the City Administrator. The Employee shall perform such duties to the best of his ability in accordance with the highest professional and ethical standards of the profession and shall comply with all rules and regulations of the City related to the Employee's employment. The Employee shall be a conservator of the peace.

2. Employment Commencement and Term. The Employee's employment with the City commenced on November 22, 2016, pursuant to the terms set forth in an Employment Agreement by and between the City and the Employee dated November 22, 2016, and upon being reappointed, entered into a new Employment Agreement dated November 12, 2021 (the "Original Agreements"). This Employment Agreement supersedes and voids the Original Agreements and all prior agreements, written or oral, between the City and Employee. This Employment Agreement shall be effective for the balance of the current term of the current Mayor; provided that the Employee serves at the pleasure of the City Administrator, Mayor and the City Council; and nothing in this Agreement shall prevent, limit or otherwise interfere with the rights of the City Administrator, Mayor and the City Council to terminate the employment of the Employee at any time, subject only to the provisions set forth herein. The Employee shall be considered an "at-will" employee of the City. The City may extend the term, which extension of the term shall be by appointment by the Mayor and confirmed by City Council. This Agreement shall remain in full force and effect until terminated by the City or the Employee as provided herein. Failure to extend the initial term of this Employment Agreement shall constitute termination.

3. Resignation. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position as Chief of Police, by giving a minimum of thirty (30) days' written notice to the City. The Employee shall be entitled to all salary and benefits, unused vacation days that accrued to the Employee through and including the effective date of his resignation, so long as the Employee continues to perform his full-time duties for the City, exclusive of vacations days to which he is entitled and authorized sick leave and personal leave days. All compensation provided for in this Agreement shall cease upon the effective date of the Employee's resignation, provided that the Employee shall be entitled to continuation of health insurance benefits for thirty (30) days after the effective date; and then, the continuation of the health insurance benefits will be at the Employee's own expense.

4. Termination and Severance Pay.

A. In the event the Employee is terminated by the City without cause, The City shall compensate the Employee with eight (8) weeks total compensation, including continuation of all benefits during the eight- (8-) weeks termination period ("Termination Period"). The compensation shall be paid immediately in consecutive monthly installments, each of which shall be equal to the total monthly salary and benefits due and payable to the Employee for the last full month of employment prior to the notice of termination. These payments shall continue as if the

Employee had remained in City employment for the Termination Period, or until the Employee secures other full-time employment, whichever occurs first. The City shall provide sixty (60) days' prior written notice of its decision to terminate this Employment Agreement. In consideration for, and as a condition precedent to provision of all benefits under this paragraph, Employee shall execute a general release releasing Employer from any and all causes of action, claims and demands which the Employee might have against the Employer.

B. If the Employee is terminated for cause, which shall include, but not be limited to: (a) conviction of any felony involving dishonesty or moral turpitude; (b) conviction of any misdemeanor involving dishonesty that results in a traceable and identifiable detrimental financial impact upon the City, but excluding any other misdemeanor or petty offense such as a traffic violation or infraction; (c) conviction of any criminal act relating to the Employee's employment with the City and/or affecting the ability of the Employee to carry out the duties and responsibilities of the position of Chief of Police; (d) conduct, relating to City employment, which, while not criminal in nature, violates the City's Personnel Policy and Procedures Manual, the rules and regulations of the Police Department or other reasonable standards of professional and personal conduct in some substantial manner; (e) a breach of this Agreement; (f) mental or physical unfitness that prevents the Employee from carrying out the essential functions and/or duties of the position of Chief of Police; or (g) failure to satisfactorily perform the duties and responsibilities of the position of Chief of Police, then the City shall not be obligated to make any severance payment to the Employee.

C. Upon the termination of the Employee's employment with the City, regardless of cause therefor, the Employee shall promptly surrender to the City all property provided to him by the City for use in relation to his employment.

5. **Salary.** The City agrees to pay the Employee, for his services rendered pursuant hereto, an annual base salary of One Hundred Seventy-Nine Thousand Six Hundred Thirty-Two Dollars (\$179,632.00), payable at the same time as other employees of the City are paid. Upon the one-year anniversary of the commencement of the term of this Employment Agreement, the City shall increase the Employee's base salary in an amount at least equal to the general pay increase, if any, for other non-represented employees of the City.

6. Other Benefits.

A. **Automobile Allowance.** The Employee shall use his own personal vehicle for City use. The City shall pay the Employee a monthly automobile allowance in the amount of \$500.00 to be paid in installments in accordance with the City's normal payroll schedule. The City shall also pay for fuel, vehicle washes and the replenishment of funds for an I-Pass transponder.

B. **Use of Laptop and Cell Phone.** The City shall provide the Employee with a laptop computer and cell phone at the City's expense. The Employee shall use said cell phone and laptop computer in accordance with City policies regarding such use.

C. **Health and Life Insurance.** The City shall provide for the Employee such health and life insurance as are provided for all employees of the City and on the same terms and conditions as such benefits are provided to such employees.

D. Vacation, Sick Leave, Holidays and Personal Days. The Employee shall be entitled to Twenty-Five (25) days of vacation time annually for each year of this Agreement. Accumulated vacation shall not be carried over without the express permission of the City.

E. Other Benefits. The Employee shall be provided with all other leave benefits as are provided by the City to all other non-represented employees of the City, including, but not limited to, sick leave, personal days, paid holidays, floating holidays and bereavement leave consistent with the City's Personnel Policy and Procedures Manual.

F. Retirement and Pension Contributions. The City shall make all retirement and pension contributions required by law for the Employee.

G. Business Expenses. The City agrees to reimburse the Employee for all job-related expenses that are documented in accordance with the City's standards for expense reimbursement.

H. Dues and Subscriptions. Subject to budget approval by the City, the City shall pay for the reasonable professional dues and subscriptions of the Employee for his membership and participation in national, statewide and local professional law enforcement associations and organizations; and such membership and participation is encouraged for his continued professional growth and advancement in municipal law enforcement management for the benefit of the City.

I. Professional Development. Subject to budget approval by the City, the City shall pay the reasonable travel and subsistence expenses of the Employee for approved law enforcement meetings and events to provide for his continued professional growth and advancement in law enforcement, and to pursue adequately necessary official and other functions of the City. The City shall also pay for the travel and subsistence expenses of the Employee for professional law enforcement courses, institutes and seminars that benefit the City consistent with Section 4.6 of the City's Personnel Policy and Procedures Manual.

J. Deferred Compensation Plan. The City shall execute all necessary agreements provided by the Mission Square 457(b) Deferred Compensation Retirement Plan for the Employee's participation in said supplementary retirement plan. Effective February 12, 2026, and each payroll date thereafter, the City shall make a contribution to the Mission Square 457(b) Deferred Compensation Retirement Plan in the amount of three percent (3.00%) of the Employee's wages paid at that time.

7. Hours. The City Administrator shall establish a normal work schedule for the Employee. However, it is recognized that the Employee will devote significant time outside normal office hours to the business of the City. The Employee shall devote his full-time energies and efforts to the performance of his duties. The Employee shall attend meetings of the City Council and such meetings of committees, boards and commissions of the City as directed from time to time by the Mayor and/or City Administrator or as may be necessary for the efficient administration of the City's business. The parties recognize that the position is executive/administrative in nature and that the Employee will be exempt from the provisions relating to overtime payment and compensatory time under the Fair Labor Standard Act.

8. Residency. During the term of this Agreement, the City will not require the Employee to live within the City limits of the City, regardless of whether such a requirement is instituted for other employees at any time.

9. Evaluation. On or before January 27, 2027, the Mayor shall provide the Employee with a written performance review, including an assessment of his performance and satisfactory completion of goals and objectives mutually agreed upon between the Parties. Thereafter, on or before January 27th of each subsequent year during the term of this Employment Agreement that the Employee is employed, the Mayor shall provide the Employee with an annual written performance review.

10. Exclusivity. During the terms of this Agreement, the Employee shall remain in the sole and exclusive employ of the City and shall not accept other employment or become employed by any other employer without the prior written approval of the City Administrator.

11. Taxes. The City and the Employee shall be responsible for any required federal, Illinois or local taxes, as applicable, which they are respectively obligated to pay on all compensation received by the Employee under this Agreement, whether such taxes are to be paid by legally required payroll withholding or otherwise.

12. Confidentiality. The Employee shall hold in a fiduciary capacity for the benefit of the City all information, knowledge or data of the City, its business and its operations obtained by the Employee during his employment, which is not subject to disclosure under the provisions of the Illinois Freedom of Information Act (5 ILCS 140/1-11 *et seq.*), court order or subpoena and which is not generally known to the public. The Employee shall not disclose or make use of, for his own benefit, for the benefit of another or for the benefit of any entity, other than a law enforcement agency in the course of a law enforcement proceeding, any confidential information, knowledge or data of the City, its business or its operations which is not subject to disclosure under the provisions of the Illinois Freedom of Information Act (5ILCS 140/1-11 *et seq.*) and which is not generally known to the public.

13. Official Bond. Pursuant to Sections 5-3-8 and 5-3-9 of the Illinois Municipal Code (65ILCS 5/5-3-8 and 5-3-9) and Section 32.140 of the Code of Oakbrook Terrace, Illinois, the Employee shall execute and file with the City Clerk a bond with a surety company authorized to do business in Illinois under the laws of Illinois, payable to the City in the amount of Ten Thousand Dollars (\$10,000) conditioned upon the faithful performance of the duties of the office of Chief of Police of the City and the payment of all monies received by the Employee, according to law and the ordinances of the City. The bond may provide that the obligation of the sureties shall not extend to any loss sustained by the insolvency, failure or closing of any bank or savings and loan association organized and operating either under the laws of the State of Illinois or the United States in which the officer has placed funds in the officer's custody if the bank or savings and loan association has been approved by the corporate authorities as depository for those funds. Security may be provided either by personal or corporate surety. If security is provided by a corporate surety, only one surety shall be required. A personal surety may be any elector residing within the city owning property having a value at least equal to the face amount of the bond. If a bond is executed by a surety or sureties as provided for in this section, the requirement as to the approval of the corporate authorities as to the security of the bond shall have been deemed satisfied. Pursuant to Section 1 of the Official Bond Payment Act (5ILCS 270/1) and Sections 5-3-8 and 5-3-9 of the Illinois Municipal Code (ILCS 5/5-3-8 and 5-3-9), the City shall pay the full cost of the bond.

14. Entire Agreement. This Agreement represents the entire agreement between the parties concerning the Employee's employment with the City and supersedes all prior negotiations,

discussions, understandings and agreements, whether written or oral, between the Employee and the City or any representative of the City relating to the subject matter of this Agreement. No provision of this Agreement may be amended or waived unless such amendment or waiver is agreed to by the Employee and the City Council, set forth in writing and signed by the Employee and the City.

15. Other Terms and Conditions of Employment. The City, upon mutual agreement with Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Employment Agreement, the Code of Oakbrook Terrace, Illinois, or any other state or federal law.

16. Notices. All notices, demands or other communications of any kind to be given or delivered under this Agreement shall be in writing and shall be deemed to have been properly given if delivered in person, by a nationally recognized overnight courier service, by certified United States mail, return receipt requested and first-class postage prepaid, or by confirmed facsimile transmission. Such communications shall be sent to the parties at their respective addresses as follows:

If to the Employee:

Mr. Casey Calvello
1609 Darien Club Drive
Darien, IL 60561

If to the City:

Mayor
City of Oakbrook Terrace
17W275 Butterfield Road
Oakbrook Terrace, IL 60181
Phone: 630- 941-8300, Ext. 308
Fax: 630-941-7254

with a copy to:

Richard J. Ramello
Storino, Ramello & Durkin
9501 Technology Boulevard, Suite 4200
Rosemont, IL 60018

Either party may change such address for delivery to the other party by delivery of a notice in conformity with the provisions of this section specifying such change.

17. Severability. If any provision of this Agreement or the application of any such provision to any Party shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement shall not be affected; and each remaining provision of this Agreement shall be considered valid and shall be enforced to the fullest extent permitted by law.

18. Indemnification. The City shall indemnify the Employee in accordance with the provisions of § 32.005 of the Code of Oakbrook Terrace, Illinois. The City shall have the right to compromise and settle any claim or suit for which the City is providing indemnification to the Employee.

19. Jurisdiction and Applicable Law. This Agreement shall be governed and interpreted in accordance with the laws of the State of Illinois; and jurisdiction for any disputes shall be only in the Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois.

20. Certificate of Appointment. The Certificate of Appointment of the Employee as Chief of Police of the City is attached hereto as Exhibit "A" and made a part hereof.

21. Oath of Office. The Oath of Office of the Employee as the Chief of Police of the City is attached hereto as Exhibit "B" and made a part hereof.

22. Warrant of Commission. The Warrant of Commission of the Chief of Police as the Chief of Police of the City is attached hereto as Exhibit "C" and made a part hereof.

23. Captions. The captions at the beginning of the several sections are for convenience only and shall not control or affect the meaning or construction of any provision of this Employment Agreement.

24. Assignment. This Employment Agreement shall be deemed to be exclusive between the City and the Employee. This Employment Agreement shall not be assigned by either party without first obtaining permission in writing from the other party.

25. Effective Date. This Employment Agreement shall be effective on the date that the last signatory signs the Agreement. If any of the signatories to this Agreement shall fail to execute this Employment Agreement, it shall be null and void in its entirety.

IN WITNESS WHEREOF, the City Council has approved this Employment Agreement and authorized it to be signed on the City's behalf by the mayor and duly attested by the City Clerk, and the Employee has signed this Employment Agreement by adding his name hereto.

CITY: CITY OF OAKBROOK TERRACE

EMPLOYEE: CASEY CALVELLO

By:

Paul Esposito, Mayor

Casey Calvello

ATTEST:

By:

Michael Shadley, City Clerk