City of Oakbrook Terrace

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

City Council Regular Meeting Agenda

Tuesday, March 10, 2026, at 7:00 PM

Council Chambers - City Hall - 17W261 Butterfield Road

CITY COUNCIL REGULAR MEETING AGENDA

Tuesday, March 10, 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 and Geza Petro

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

Approval of Meeting Minutes from February 24, 2026.

VI. PUBLIC PARTICIPATION

VII. ACTION ITEMS / CONSENT AGENDA

1. Payment of City Bills: March 10, 2026, in the amount of $75,396.56.
2. Ordinance #26-42 Authorizing the Execution of an Intergovernmental Park Use Agreement between the City of Oakbrook Terrace and the Oakbrook Terrace Park District for an Independence Day Celebration – City of Oakbrook Terrace - July 4, 2026.
3. Ordinance #26-43 Authorizing the Execution of an Intergovernmental Park Use Agreement between the City of Oakbrook Terrace and the Oakbrook Terrace Park District – City of Oakbrook Terrace – Summer Concert Series – 2026.
4. Ordinance #26-44 Amending Title VII (Traffic Code), Chapter 71 (Traffic Regulations), Section 71.04 (prohibiting wireless telephone use in a school zone) of the Code of Ordinances of the City of Oakbrook Terrace.

VIII. ITEMS REMOVED FROM THE CONSENT AGENDA

IX. RECESS TO COMMITTEE OF THE WHOLE

X. MAYOR ESPOSITO

XI. COMMITTEE OF THE WHOLE

1. Ordinance Authorizing the Disposal of Surplus Personal Property Owned by the City of Oakbrook Terrace – 2026.
2. Ordinance Amending Section 51.03 Entitled “Prohibited Acts” of Chapter 51 Entitled “Solid Waste Disposal and Recycling” of Title V Entitled “Public Works” of Oakbrook Terrace Code.

XII. COUNCIL MEMBER COMMENTS

XIII. CITY ATTORNEY

XIV. CITY CLERK

XV. CITY ADMINISTRATOR

XVI. RECONVENE THE CITY COUNCIL MEETING

XVII. NEW BUSINESS

XVIII. ADJOURN

There will be a Special Budget Meeting on Wednesday, 3/18, followed by the next Regular City Council Meeting on Tuesday, March 24, 2026 at 7:00 pm.

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

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City Council Regular Meeting Minutes

Tuesday, February 24, 2026 7:00 PM

Council Chambers - City Hall - 17W261 Butterfield Road

CITY COUNCIL REGULAR MEETING MINUTES

Tuesday, February 24, 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 and Geza Petro

I. CALL TO ORDER

Mayor Esposito called February 24, 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, Petro and Mayor Esposito
Absent: none

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

III. MAYOR ESPOSITO LED THE PLEDGE OF ALLEGIANCE.

IV. ADDITIONS OR DELETIONS TO THE AGENDA

None

V. APPROVAL OF MINUTES - CHANGES OR CORRECTIONS

Regular City Council Meeting Minutes of February 10, 2026 and Special Meeting Minutes from February 17, 2026.

A motion to approve the Regular City Council Meeting Minutes and Special Meeting Minutes from February 10, 2026 and February 17, 2026 was made by Alderman Rada and seconded by Alderman Sarallo. The motion carried.

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VI. PUBLIC PARTICIPATION

None

VII. ACTION ITEMS / CONSENT AGENDA

Payment of City Bills: February 24, 2026, in the amount of $122,357.31.

Motion to approve the Action Items/Consent Agenda of the February 24, 2026, Regular City and Committee of the Whole Payment was made by Alderman Greco seconded by Alderman Biskup. Roll Call.

Ayes: Barbari, Sarallo, Biskup, Greco, Rada and Petro
Nayes: none
Absent: none

VIII. ITEMS REMOVED FROM THE CONSENT AGENDA

None

IX. RECESS TO COMMITTEE OF THE WHOLE

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

X. MAYOR ESPOSITO

The Annual Children's Easter Egg Hunt will take place on Saturday, March 21st, at noon at the Stella May Swartz School. Registration is still open for the stair climb on March 8th at the Oakbrook Tower. District 88 is hosting a Pickle Ball Tournament on February 28th at Willowbrook High School. The annual Employee & Staff Appreciation Dinner will be held on April 17th at Ditka's.

XI. COMMITTEE OF THE WHOLE

1. Ordinance Authorizing the Execution of an Intergovernmental Park Use Agreement between the City of Oakbrook Terrace and the Oakbrook Terrace Park District for an Independence Day Celebration – City of Oakbrook Terrace – July 4, 2026.

   The IGA is an annual, standard agreement for the use of park grounds during the City's Independence Day Celebration. Park District would like to ensure that City staff are present and that the City assumes responsibility for the park during the event.

   Alderman Greco asked whether this provision could be incorporated into the park lease agreement. Attorney Ramello responded that the IGA should remain separate from the lease. Moved to consent agenda.

2. Ordinance Authorizing the Execution of an Intergovernmental Park Use Agreement between the City of Oakbrook Terrace and the Oakbrook Terrace Park District for Summer Concert Series.

   The ordinance is a standard measure that has been approved annually for the past four years in support of the summer concert series. Moved to consent agenda.

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3. Ordinance Amending Title VII (Traffic Code), Chapter 71 (Traffic Regulations), Section 71.04 (prohibiting wireless telephone use in a school zone) of the Code of Ordinances of the City of Oakbrook Terrace (Redlined).

   The amendment prohibits the use of wireless phones in designated school zones. In November, the City was contacted by District 48 with a request to install such signage near the schools.

   Attorney Ramello noted that this is already an Illinois statute. The amendment enables police officers to issue a local ordinance and authorizes the installation of appropriate signage. Moved to consent agenda.

4. Discussion Item – Oakbrook Terrace Park District Lease Extension.
   On October 28th, Director of Parks & Recreation, Shannon Elsey presented updates on the park and discussed extending the long term-lease with the City. The city currently has a 60-year lease agreement with the Park District that expires in 2040.

   The Park District plans to invest several million dollars in renovations, including landscaping, new walkway, a walkout pier, and improvements to the shoreline landscaping. Dredging the pond, which had previously been a concern, is no longer considered necessary.

   Given the scope of the planned investment, the Park District is seeking assurance that the City will extend the lease for another 60-year term. While the City owns the property, the Park District holds the long-term lease for its use.

   Tanya is working with the Park District to identify potential grant opportunities. There was a discussion regarding renovation of the stage used for the summer concerts.

   Alderman Greco expressed concern about granting the park district a 60-year lease without adequate protections in place for the City. The attorney confirmed that if the park district were to default, ownership of the land would revert to the City. However, if the park district were to disconnect from the City, the parties would need to negotiate modifications to the lease agreement.

   The park district is currently facing financial challenges with the fitness center, which has been operating at a loss. One possible solution discussed was for the City to assume control of the facility and repurpose it as a community or senior center.

   City Attorney Ramello will review the lease to ensure it protects the City's best interests. The Mayor recommended extending the lease to the park district for 40 years instead of 60, including an "out" clause to provide the City with greater flexibility.

5. Discussion Item – Garbage Can (Code Enforcement).
   Alderman Greco requested a discussion regarding the timing of when garbage cans may be placed at the curb. He noted that current enforcement efforts appear to focus more on when cans are put out rather than ensuring they are brought back in promptly.

   Section 51.03 of the City Code states that garbage cans may not be placed out before 6:00 p.m. The Mayor expressed support for amending the ordinance to allow residents to place

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garbage cans out as early as 3:00 p.m. on Sundays. The city attorney will revise the ordinance to reflect this change.

Additionally, code enforcement will monitor compliance to ensure that garbage cans are being bought back in after collection. M. Headley from Community Development will assign an employee to drive through neighborhoods on Tuesday morning to enforce pickup compliance.

XII. COUNCIL MEMBER COMMENTS

Alderman Rada relayed that the county has completed their speed study on Meyers Road and is currently reviewing it.

Alderman Sarallo asked that an update on the Butterfield Road construction be placed in the next edition of Terrace Leaves.

Alderman Petro thanked City Administrator, T. Walker, for her thorough Budget Workshop presentation offered at the February 17th Special Meeting.

Alderman Biskup – No comment.

Alderman Greco – No comment.

Alderman Barbari – No comment.

XIII. CITY ATTORNEY

No comment.

XIV. CITY CLERK

No comment.

XV. CITY ADMINISTRATOR

No comment.

XVI. RECONVENE THE CITY COUNCIL MEETING

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

XVII. NEW BUSINESS

None

XVIII. ADJOURN

Motion to adjourn was made by Alderman Sarallo and seconded by Alderman Rada at 7:52 PM.

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

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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 03/10/2026 - 03/10/2026
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 ACS - ADMINISTRATIVE CONSULTING SPECIALISTS								
1952								
0000024765	ADMINISTRATIVE CONSULTING SPECIALIS		12/01/2025		6,250.00	6,250.00	Open	Y
	INV. 4 OF 4 - GRANT WRITING AND ADMIN.		S JESPOSITO					03/10/2026
	01-01-5600-00	GRANT WRITING 4 OF 4			6,250.00			
Total Vendor ACS - ADMINISTRATIVE CONSULTING SPECIALISTS					6,250.00	6,250.00		
Vendor advocate - Advocate Occupational Health								
22064882								
0000024766	Advocate Occupational Health		02/08/2026		39.00	39.00	Open	Y
	PHYSICAL EXAM - MORA		JESPOSITO					03/10/2026
	01-04-5650-00	PHYSICAL EXAMS			39.00			
Total Vendor advocate - Advocate Occupational Health					39.00	39.00		
Vendor Amazon - Amazon Capital Services								
13T3-NYNX-V3VG								
0000024763	Amazon Capital Services		03/01/2026		59.37	59.37	Open	Y
	MONTHLY INVOICE		ALOZANO					03/10/2026
	01-02-6120-00	FILE FOLDERS			59.37			
1V9P-1JJT-N6P6								
0000024764	Amazon Capital Services		03/01/2026		1,133.25	1,133.25	Open	Y
	MONTHLY INVOICE		ALOZANO					03/10/2026
	01-02-6120-00	CASE FOR CHIEF'S TABLET			13.95			
	01-02-5715-00	BOOTS - CIPRIANI			174.95			
	01-02-6120-00	HANGING BOX FILES (2)			86.24			
	01-02-6130-00	TONER FOR INVESTIGATIONS			519.94			
	01-02-6120-00	POP-UP NOTES (2)			14.98			
	01-02-6120-00	OIL FOR SHREDDING MACHINE (2)			15.44			
	01-02-6120-00	SHEET PROTECTORS			8.99			
	01-02-6120-00	SHARPIE MARKERS			9.98			
	01-02-6120-00	INK FOR DC (2)			189.78			
	01-02-5715-00	DRESS SHOES -CIPRIANI			99.00			
1RHCXD1M3T4G								
0000024768	Amazon Capital Services		03/01/2026		614.19	614.19	Open	Y
	SUPPLIES - PW		JESPOSITO					03/10/2026
	01-02-6120-00	TONER CARTRIDGES			452.67			
	01-04-5715-00	MENS DRESS SHIRT			115.94			
	01-04-6120-00	GLASS CLEANER			21.84			
	01-04-5663-00	LICENSE PLATE FRAMES			23.74			

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 Amazon - Amazon Capital Services							
1XJTWHDTNR9F							
0000024769	Amazon Capital Services	03/01/2026		64.95	64.95	Open	Y
	SUPPLIES - PW	JESPOSITO					03/10/2026
	01-04-5715-00	SAFETY ORANGE HOODIE		64.95			
Total Vendor Amazon - Amazon Capital Services				1,871.76	1,871.76		
Vendor Aflac - American Family Life Assurance Company of Columbus							
949226							
0000024767	American Family Life Assurance Comp	02/12/2026		913.59	913.59	Open	Y
	MONTHLY PREMIUM - FEB. 2026	JESPOSITO					03/10/2026
	01-00-1595-00	RECEIVABLE1		913.59			
Total Vendor Aflac - American Family Life Assurance Company of Columbus				913.59	913.59		
Vendor VPChev - Castle Chevrolet							
165792							
0000024754	Castle Chevrolet	02/27/2026		109.95	109.95	Open	Y
	SQUAD 5 TRUCK OIL ISSUE	CWARD					03/10/2026
	01-02-5663-00	VEHICLE MAINT. & REPAIR		109.95			
Total Vendor VPChev - Castle Chevrolet				109.95	109.95		
Vendor chgometr - Chgo Metro. Fire Prevention							
IN00478335							
0000024772	Chgo Metro. Fire Prevention	02/17/2026		70.00	70.00	Open	Y
	FIRE EXTINGUISHER SERVICE	JESPOSITO					03/10/2026
	01-04-5660-00	EQUIPMENT MAINT & REPAIR		70.00			
Total Vendor chgometr - Chgo Metro. Fire Prevention				70.00	70.00		
Vendor cintas - Cintas Corporation							
4260315853							
0000024773	Cintas Corporation	02/20/2026		149.49	149.49	Open	Y
	CH FLOOR MAT SERVICE	JESPOSITO					03/10/2026
	01-04-5770-01	BUILD MAINT SERVICE AGREEMENT		149.49			

Invoice Number / Inv Ref #	Vendor / Description / GL Distribution	Invoice Date / Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted / Post Date	PO Number
Vendor cintas - Cintas Corporation								
4260315766								
0000024774	Cintas Corporation	02/20/2026		45.13	45.13	Open	Y	
	PD FLOOR MAT SERVICE	JESPOSITO					03/10/2026	
	01-02-5770-01	BUILD MAINT SERVICE AGREEMENT		45.13				
Total Vendor cintas - Cintas Corporation				194.62	194.62			
Vendor ClarkHil - Clark Hill P.L.C.								
1703187								
0000024775	Clark Hill P.L.C.	02/27/2026		5,426.50	5,426.50	Open	Y	
	LEGAL SERVICE THRU 1/31/26	JESPOSITO					03/10/2026	
	01-01-5674-00	LABOR RELATIONS		5,426.50				
Total Vendor ClarkHil - Clark Hill P.L.C.				5,426.50	5,426.50			
Vendor Comcast3 - Comcast								
10584 - 2/14-3/								
0000024776	Comcast	02/09/2026		278.04	278.04	Open	Y	
	CH CABLE - 2/14-3/13/26	JESPOSITO					03/10/2026	
	01-04-5758-00	UTILITIES		278.04				
00056 - 2/19-3/								
0000024777	Comcast	02/12/2026		150.11	150.11	Open	Y	
	CH INTERNET - 2/19-3/18/26	JESPOSITO					03/10/2026	
	01-11-5668-00	COMMUNICATIONS		150.11				
Total Vendor Comcast3 - Comcast				428.15	428.15			
Vendor Compass - Compass Minerals America,Inc.								
1632367								
0000024778	Compass Minerals America,Inc.	02/20/2026		13,693.62	13,693.62	Open	Y	26-00046
	FY 26 BULK HIGHWAY ROCK SALT	JESPOSITO					03/10/2026	
	05-12-6134-00	FY26 BULK HIGHWAY ROCK SALT		13,693.62				
Total Vendor Compass - Compass Minerals America,Inc.				13,693.62	13,693.62			
Vendor D&B - D and B Auto Glass, Inc.								

Invoice Number / Inv Ref #	Vendor / Description / GL Distribution	Invoice Date / Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted / Post Date	PO Number
Vendor D&B - D and B Auto Glass, Inc.								
43279								
0000024760	D and B Auto Glass, Inc.	12/04/2025		795.00	795.00	Open	Y	
	WINDSHIELD REPLACEMENT PS1 FORD TRUCK	CWARD					03/10/2026	
	01-04-5663-00	VEHICLE MAINT. & REPAIR		795.00				
Total Vendor D&B - D and B Auto Glass, Inc.				795.00	795.00			
Vendor DEARBORN - DEARBORN LIFE INSURANCE COMPANY								
200480711872								
0000024770	DEARBORN LIFE INSURANCE COMPANY	03/02/2026		1,375.49	1,375.49	Open	Y	
	LIFE INSURANCE PREMIUM - FEB. 2026	JESPOSITO					03/10/2026	
	01-01-4550-00	LIFE INSURANCE		1,375.49				
Total Vendor DEARBORN - DEARBORN LIFE INSURANCE COMPANY				1,375.49	1,375.49			
Vendor homedep2 - Dept. 32 - 2153930338 Home Depot Credit Services								
0338 - JAN/FEB								
0000024795	Dept. 32 - 2153930338 Home Depot Cr	03/01/2026		1,179.65	1,179.65	Open	Y	
	MISC. SUPPLIES - JAN/FEB. 2026	JESPOSITO					03/10/2026	
	01-04-6133-00	MAILBOX BOARDS		146.58				
	01-04-6190-00	PROPANE TANK EXCHANGE		45.48				
	01-04-6190-00	PROPANE TANK EXCHANGE		90.96				
	01-04-5770-00	CH HUMIDIFIER SUPPLIES		256.88				
	01-04-6190-00	4 BUCKETS		15.92				
	01-02-5770-00	PD GARAGE LIGHTBULBS		201.05				
	01-04-6190-00	SCREWS & ANCHORS		19.69				
	01-01-6120-00	FINANCE CHARGES		30.83				
	01-01-5800-00	CREDIT CARD PURCHASES		372.26				
Total Vendor homedep2 - Dept. 32 - 2153930338 Home Depot Credit Services				1,179.65	1,179.65			
Vendor MORRIS - Don Morris Architects P.C.								
022726								
0000024788	Don Morris Architects P.C.	02/27/2026		65.00	65.00	Open	Y	0000002388
	BLD. PLAN REVIEW SVCS.	JESPOSITO					03/10/2026	
	01-03-5600-00	Building Permit Plan Review Services for		65.00				
Total Vendor MORRIS - Don Morris Architects P.C.				65.00	65.00			
Vendor DPCVB - DuPage Cnv. & Visitors Bureau								

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 DPCVB - DuPage Cnv. & Visitors Bureau							
2026-1616							
0000024779	DuPage Cnv. & Visitors Bureau	01/01/2026		5,400.00	5,400.00	Open	Y
	VISITORS GUIDE AD	JESPOSITO					03/10/2026
	01-06-5620-00	VISITOR'S GUIDE AD		5,400.00			
Total Vendor DPCVB - DuPage Cnv. & Visitors Bureau				5,400.00	5,400.00		
Vendor EOH - EDWARD OCCUPATIONAL HEALTH							
00212469-00							
0000024780	EDWARD OCCUPATIONAL HEALTH	01/31/2026		104.00	104.00	Open	Y
	DRUG TEST - OFC SALGADO CAR ACCIDENT	JESPOSITO					03/10/2026
	01-02-5650-00	PHYSICAL EXAMS		104.00			
Total Vendor EOH - EDWARD OCCUPATIONAL HEALTH				104.00	104.00		
Vendor Elm auto - Elmhurst Auto Parts							
31098							
0000024751	Elmhurst Auto Parts	02/23/2026		368.69	368.69	Open	Y
	FILTERS	CWARD					03/10/2026
	01-04-5663-00	VEHICLE MAINT. & REPAIR		368.69			
31105							
0000024753	Elmhurst Auto Parts	02/25/2026		8.60	8.60	Open	Y
	HEADLIGHT BULBS	CWARD					03/10/2026
	01-04-5663-00	VEHICLE MAINT. & REPAIR		8.60			
31132							
0000024794	Elmhurst Auto Parts	03/03/2026		101.94	101.94	Open	Y
	ANTIFREEZE	CWARD					03/10/2026
	01-04-5663-00	VEHICLE MAINT. & REPAIR		101.94			
Total Vendor Elm auto - Elmhurst Auto Parts				479.23	479.23		
Vendor Fulton S - Fulton Siren Services							
3154							
0000024761	Fulton Siren Services	03/02/2026		456.30	456.30	Open	Y
	TORNADO WARNING SIREN MONITORING	CWARD					03/10/2026
	01-04-5668-00	COMMUNICATIONS		456.30			
Total Vendor Fulton S - Fulton Siren Services				456.30	456.30		

Invoice Number / Inv Ref #	Vendor / Description / GL Distribution	Invoice Date / Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted / Post Date	PO Number
Vendor Fulton S - Fulton Siren Services								
Vendor Inter P - Interstate Power Systems								
281051								
0000024783	Interstate Power Systems	03/02/2026		32.23	32.23	Open	Y	
	COOLANT SUPPLY	JESPOSITO					03/10/2026	
	01-02-5663-00	VEHICLE MAINT. & REPAIR		32.23				
Total Vendor Inter P - Interstate Power Systems				32.23	32.23			
Vendor Libera - James Libera								
04172026								
0000024784	James Libera	02/28/2026		700.00	700.00	Open	Y	
	MUSICAL ENTERTAINMENT - 2026 STAFF DINNE	JESPOSITO					03/10/2026	
	01-01-5780-00	ENTERTAINMENT FOR STAFF APPRECIATION DIN		700.00				
Total Vendor Libera - James Libera				700.00	700.00			
Vendor JETBRITE - Jet Brite Car Wash, Inc.								
2A0F127C-0027								
0000024797	Jet Brite Car Wash, Inc.	03/03/2026		252.00	252.00	Open	Y	
	FLEET CAR WASH	ALOZANO					03/10/2026	
	01-02-5663-00	VEHICLE MAINT. & REPAIR		252.00				
Total Vendor JETBRITE - Jet Brite Car Wash, Inc.				252.00	252.00			
Vendor MinoltaC - Konica Minolta Business Soluti								
9010786709								
0000024793	Konica Minolta Business Soluti	02/25/2026		7.15	7.15	Open	Y	
	PSB COPIER MAINTENANCE	JESPOSITO					03/10/2026	
	01-04-5660-00	EQUIPMENT MAINT & REPAIR		3.13				
	03-12-5660-00	EQUIPMENT MAINT & REPAIR		4.02				
Total Vendor MinoltaC - Konica Minolta Business Soluti				7.15	7.15			
Vendor KUBE - KUBETECH INC								
5736								
0000024771	KUBETECH INC	03/01/2026		10,524.45	10,524.45	Open	Y	26-00047
	IT SERVICES	JESPOSITO					03/10/2026	
	01-01-5600-00	IT SERVICES		10,524.45				

Invoice Number / Inv Ref #	Vendor / Description / GL Distribution	Invoice Date / Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted / Post Date	PO Number
Vendor KUBE - KUBETECH INC								
Total Vendor KUBE - KUBETECH INC				10,524.45	10,524.45			
Vendor FIOTI - Law Offices of John L. Fioti								
OBT 2-26								
0000024781	Law Offices of John L. Fioti	02/28/2026		2,291.25	2,291.25	Open	Y	0000002389
	CITY PROSECUTIONS - FEB. 2026	JESPOSITO					03/10/2026	
	01-01-5672-00	DUI Prosecution and Local Ordinances Pro		2,291.25				
OBT DUI 2-26								
0000024782	Law Offices of John L. Fioti	02/28/2026		2,291.25	2,291.25	Open	Y	0000002389
	DUI PROSECUTIONS - FEB 2026	JESPOSITO					03/10/2026	
	01-01-5672-00	DUI Prosecution and Local Ordinances Pro		2,291.25				
Total Vendor FIOTI - Law Offices of John L. Fioti				4,582.50	4,582.50			
Vendor MECO - MECO Consulting Group LLC								
1767								
0000024786	MECO Consulting Group LLC	03/02/2026		2,450.00	2,450.00	Open	Y	0000002413
	CONSULTING SERVICES - FEB 2026	JESPOSITO					03/10/2026	
	01-01-5668-00	FY26 Communications Services		2,450.00				
Total Vendor MECO - MECO Consulting Group LLC				2,450.00	2,450.00			
Vendor MIDWEST911 - MIDWEST911, INC								
1390								
0000024762	MIDWEST911, INC	02/26/2026		900.00	900.00	Open	Y	
	SQUAD 9	ALOZANO					03/10/2026	
	01-02-5663-00	VEHICLE MAINT. & REPAIR		900.00				
Total Vendor MIDWEST911 - MIDWEST911, INC				900.00	900.00			
Vendor Minute - Minuteman Press								
128236								
0000024787	Minuteman Press	02/28/2026		225.34	225.34	Open	Y	
	BUSINESS CARDS - CITY CLERK, ALDERMAN	JESPOSITO					03/10/2026	
	01-02-5720-00	PRINTING		225.34				

Invoice Number / Inv Ref #	Vendor / Description / GL Distribution	Invoice Date / Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted / Post Date	PO Number
Vendor Minute - Minuteman Press								
128111/128117								
0000024789	Minuteman Press	02/24/2026		12.00	12.00	Open	Y	
	NSF FUNDS DUE ON RETURNED CHECK	JESPOSITO					03/10/2026	
	01-01-5600-00	PROFESSIONAL/TECHNICAL SERVICE		12.00				
Total Vendor Minute - Minuteman Press				237.34	237.34			
Vendor ORANGE I - Orange Inspection Inc								
FEBRUARY 2026								
0000024799	Orange Inspection Inc	03/04/2026		1,115.00	1,115.00	Open	Y	0000002393
	PLUMBING PLAN REVIEW & INSPECTIONS	JESPOSITO					03/10/2026	
	01-03-5600-00	Plumbing Inspection Fees		1,115.00				
Total Vendor ORANGE I - Orange Inspection Inc				1,115.00	1,115.00			
Vendor PITNEY3 - Pitney Bowes Inc.								
3107652193								
0000024747	Pitney Bowes Inc.	02/09/2026		163.53	163.53	Open	Y	
	PD POSTAGE MACHINE	ALOZANO					03/10/2026	
	01-02-6170-00	POSTAGE		163.53				
Total Vendor PITNEY3 - Pitney Bowes Inc.				163.53	163.53			
Vendor oherron - Ray O'Herron Co. Inc.								
2461404								
0000024749	Ray O'Herron Co. Inc.	02/12/2026		58.31	58.31	Open	Y	
	INGRAM - NAME PLATE	ALOZANO					03/10/2026	
	01-02-5715-00	UNIFORM ALLOWANCE		58.31				
2462870								
0000024752	Ray O'Herron Co. Inc.	02/20/2026		170.64	170.64	Open	Y	
	ELSNER - HOLSTER	ALOZANO					03/10/2026	
	01-02-5715-00	UNIFORM ALLOWANCE		170.64				
Total Vendor oherron - Ray O'Herron Co. Inc.				228.95	228.95			
Vendor pitney1 - Reserve Account Pitney Bowes Inc.								

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 pitney1 - Reserve Account Pitney Bowes Inc.							
022326							
0000024790	Reserve Account Pitney Bowes Inc.	02/23/2026		500.00	500.00	Open	Y
	REPLENISH PD POSTAGE	JESPOSITO					03/10/2026
	01-02-6170-00	POSTAGE		500.00			
Total Vendor pitney1 - Reserve Account Pitney Bowes Inc.				500.00	500.00		
Vendor RUNCO - Runco Office Supplies and Equipment Company							
6099634-0							
0000024791	Runco Office Supplies and Equipment	02/20/2026		116.14	116.14	Open	Y
	CH KITCHEN SUPPLIES	JESPOSITO					03/10/2026
	01-01-6120-00	OFFICE SUPPLIES		116.14			
Total Vendor RUNCO - Runco Office Supplies and Equipment Company				116.14	116.14		
Vendor IDOT2 - State Treasurer							
67972							
0000024792	State Treasurer	02/05/2026		2,735.07	2,735.07	Open	Y
	TRAFFIC SIGNAL MAINTENANCE	JESPOSITO					03/10/2026
	01-04-5755-00	TRAFFIC SIGNAL MAINT		2,735.07			
Total Vendor IDOT2 - State Treasurer				2,735.07	2,735.07		
Vendor Strypes - Strypes Plus More, Inc.							
18758							
0000024748	Strypes Plus More, Inc.	02/10/2026		90.00	90.00	Open	Y
	SQUAD 2 REPAIRS	ALOZANO					03/10/2026
	01-02-5663-00	VEHICLE MAINT. & REPAIR		90.00			
Total Vendor Strypes - Strypes Plus More, Inc.				90.00	90.00		
Vendor SUBURB - Suburban Laboratories, Inc.							
GA6001089							
0000024796	Suburban Laboratories, Inc.	03/03/2026		200.00	200.00	Open	Y
	COLIFORM SAMPLING	CWARD					03/10/2026
	03-12-5600-00	PROFESSIONAL/TECHNICAL SERVICE		200.00			
Total Vendor SUBURB - Suburban Laboratories, Inc.				200.00	200.00		

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 V.WIRE - Verizon Wireless								
6124987544								
0000024755	Verizon Wireless		10/01/2025		1,557.57	1,557.57	Open	Y
	CELL PHONE SERVICE 9/2-10/1/2025		JESPOSITO					03/10/2026
	01-01-5668-00	EXEC. ADMIN.			188.18			
	01-11-5668-00	FINANCE			105.40			
	01-02-5668-00	POLICE			780.26			
	01-02-5668-00	NIMS			25.04			
	01-02-5668-00	AIRCARD			36.01			
	01-02-5668-00	USB PORT CARD			36.01			
	01-03-5668-00	COMM. DEVELOPMENT			78.61			
	01-04-5668-00	STREETS			179.17			
	03-12-5668-00	WATER			128.89			
6127476033								
0000024756	Verizon Wireless		11/01/2025		1,491.03	1,491.03	Open	Y
	CELL PHONE SERVICE 10/2-11/1/2025		JESPOSITO					03/10/2026
	01-01-5668-00	EXEC. ADMIN.			138.19			
	01-11-5668-00	FINANCE			105.40			
	01-02-5668-00	POLICE			780.24			
	01-02-5668-00	NIMS			25.04			
	01-02-5668-00	AIRCARD			36.01			
	01-02-5668-00	USB PORT CARD			36.01			
	01-03-5668-00	COMM. DEVELOPMENT			78.61			
	01-04-5668-00	STREETS			164.64			
	03-12-5668-00	WATER			126.89			
6129979531								
0000024757	Verizon Wireless		12/01/2025		1,709.88	1,709.88	Open	Y
	CELL PHONE SERVICE 11/2-12/1/2025		JESPOSITO					03/10/2026
	01-01-5668-00	EXEC. ADMIN.			138.19			
	01-11-5668-00	FINANCE			105.40			
	01-02-5668-00	POLICE			779.94			
	01-02-5668-00	NIMS			25.04			
	01-02-5668-00	AIRCARD			36.01			
	01-02-5668-00	USB PORT CARD			36.01			
	01-03-5668-00	COMM. DEVELOPMENT			297.76			
	01-04-5668-00	STREETS			164.64			
	03-12-5668-00	WATER			126.89			

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 V.WIRE - Verizon Wireless							
6132498015							
0000024758	Verizon Wireless	01/01/2026		1,552.26	1,552.26	Open	Y
	CELL PHONE SERVICE 12/2-1/1/2026	JESPOSITO					03/10/2026
	01-01-5668-00	EXEC. ADMIN.		138.19			
	01-11-5668-00	FINANCE		105.40			
	01-02-5668-00	POLICE		779.94			
	01-02-5668-00	NIMS		25.04			
	01-02-5668-00	AIRCARD		36.01			
	01-02-5668-00	USB PORT CARD		36.01			
	01-03-5668-00	COMM. DEVELOPMENT		140.14			
	01-04-5668-00	STREETS		164.64			
	03-12-5668-00	WATER		126.89			
6135000270							
0000024759	Verizon Wireless	02/01/2026		1,802.27	1,802.27	Open	Y
	CELL PHONE SERVICE 1/2-2/1/2026	JESPOSITO					03/10/2026
	01-01-5668-00	EXEC. ADMIN.		138.19			
	01-11-5668-00	FINANCE		105.40			
	01-02-5668-00	POLICE		1,029.95			
	01-02-5668-00	NIMS		25.04			
	01-02-5668-00	AIRCARD		36.01			
	01-02-5668-00	USB PORT CARD		36.01			
	01-03-5668-00	COMM. DEVELOPMENT		140.14			
	01-04-5668-00	STREETS		164.64			
	03-12-5668-00	WATER		126.89			
Total Vendor V.WIRE - Verizon Wireless				8,113.01	8,113.01		
Vendor library - Villa Park Public Library							
021726							
0000024785	Villa Park Public Library	02/17/2026		3,597.33	3,597.33	Open	Y
	17 CARDS ISSUED FOR 13 RESIDENCES - JAN.	JESPOSITO					03/10/2026
	01-01-5785-00	LIBRARY SERVICES		3,597.33			
Total Vendor library - Villa Park Public Library				3,597.33	3,597.33		

# of Invoices:	51	# Due: 51	Totals:	75,396.56	75,396.56
# of Credit Memos:	0	# Due: 0	Totals:	0.00	0.00
Net of Invoices and Credit Memos:				75,396.56	75,396.56

Invoice Number Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted PO Number Post Date
--- TOTALS BY FUND ---							
	01 CORPORATE FUND			60,862.47	60,862.47		
	03 WATER FUND			840.47	840.47		
	05 MOTOR FUEL TAX FUND			13,693.62	13,693.62		
--- TOTALS BY DEPT/ACTIVITY ---							
	00			913.59	913.59		
	01 EXECUTIVE MANAGEMENT			36,178.44	36,178.44		
	02 PUBLIC SAFETY			9,133.10	9,133.10		
	03 BUILDING & ZONING			1,915.26	1,915.26		
	04 PUBLIC WORKS			6,644.97	6,644.97		
	06 TOURISM			5,400.00	5,400.00		
	11 FINANCE			677.11	677.11		
	12 OPERATING			14,534.09	14,534.09		

ORDINANCE NO. 26 - 42

AN ORDINANCE TO APPROVE AND AUTHORIZE THE EXECUTION OF AN INTERGOVERNMENTAL PARK USE AGREEMENT BETWEEN THE CITY OF OAKBROOK TERRACE, ILLINOIS, AND THE OAKBROOK TERRACE PARK DISTRICT FOR AN INDEPENDENCE DAY CELEBRATION – JULY 4, 2026

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

WHEREAS, the Oakbrook Terrace Park District (the "Park District") is the owner of, or otherwise controls, certain public property known as Terrace View Park in the City;

WHEREAS, the City as a unit of local governement and the Park District have the authority, pursuant to the 1970 Illinois Constitution (Art. VII, Sec. 10) and the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) to enter into Intergovernmental Agreements;

WHEREAS, the City desires to host an Independence Day celebration at Terrace View Park in the City on July 4, 2026;

WHEREAS, the Park District has determined that it is necessary and desirable to permit the City to host an Independence Day celebration at Terrace View Park in the City on July 4, 2026; and

WHEREAS, the corporate authorities of the City have determined that it is necessary, desirable and in the best interests of the residents and businesses of the City for the City to enter into an Intergovernmental Park Use Agreement by and between the City of Oakbrook Terrace, Illinois, and the Oakbrook Terrace Park District for an Independence Day celebration;

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

Section 1: It is hereby determined that it is advisable, necessary and in the public interest that the City enter into an Intergovernmental Park Use Agreement by and between the City of Oakbrook Terrace, Illinois, and the Oakbrook Terrace Park District for an Independence Day celebration at Terrace View Park in the City on July 4, 2026, a copy of which is attached hereto, identified as Exhibit "A" and made a part hereof.

Section 2: The Mayor shall be and is hereby authorized and directed to execute and the City Clerk shall be and is hereby authorized and directed to attest and to place the municipal seal on the attached Intergovernmental Park Use Agreement by and between the City of Oakbrook Terrace, Illinois, and the Oakbrook Terrace Park District for an Independence Day celebration at Terrace View Park in the City on July 4, 2026.

Section 3: This ordinance shall be in full force and effect upon its passage, approval and publication in accordance with law.

ADOPTED this 24th day of Februay 2026, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 24th day of Februay 2026.

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

ATTESTED and filed in my office,
this 24th day of Februay 2026.

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

Exhibit "A"

Intergovernmental Park Use Agreement by and between the City of Oakbrook Terrace, Illinois, and the Oakbrook Terrace Park District for an Independence Day celebration at Terrace View Park in the City on July 4, 2026

INTERGOVERNMENTAL PARK USE AGREEMENT BY AND BETWEEN THE OAKBROOK TERRACE PARK DISTRICT AND THE CITY OF OAKBROOK TERRACE, ILLINOIS

This Intergovernmental Park Use Agreement (the "Agreement") is made this 24th day of February 2026, by and between the Oakbrook Terrace Park District, an Illinois park district (the "Park District") and the City of Oakbrook Terrace, an Illinois municipal corporation (the "City").

WITNESSETH:

WHEREAS, the City and the Park District are public agencies authorized by Article VII, Section 10, of the Constitution of the State of Illinois of 1970 and by the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq*. to contract with any other public agency of Illinois or otherwise associate among themselves, and to exercise jointly, combine or transfer any power or function in any manner not prohibited by law or by ordinance;

WHEREAS, the Park District is the owner of, or otherwise controls certain public property known as Terrace View Park in the City;

WHEREAS, the City desires to host an Independence Day celebration at Terrace View Park in the City on July 4, 2026;

WHEREAS, the Park District has determined that it is necessary and desirable to permit the City to host an Independence Day celebration at Terrace View Park in the City on July 4, 2026; and

WHEREAS, the City and the Park District have determined that it is necessary and desirable to set forth their mutual agreement regarding the use of Terrace View Park by the City;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The City and the Park District hereby represent and warrant that the above recitals are accurate and correct and hereby incorporate them into this Agreement.

2. The Park District hereby grants the City exclusive use of Terrace View Park located at 17W063 Hodges Road, Oakbrook Terrace, Illinois, on Saturday, July 4, 2026, to host its annual Independence Day (4th of July) celebration throughout the day and evening. Additionally, the Park District grants the City non-exclusive use of Terrace View Park commencing on the morning of Thursday, July 2, 2026, and concluding at the end of the day on Monday, July 6, 2026, for set-up and clean-up.

3. The City shall provide continuous oversight during set-up, throughout the event and during clean-up. The Park District shall be responsible for pick-up of garbage and other debris, including fireworks debris, as well as grounds maintenance if there is damage no later

than the end of the day on Sunday, July 5, 2026. The tents are expected to be removed by the City's vendor on Sunday, July 5, 2026, but in no event later than Monday, July 6, 2026.

4. Event activities shall be spread throughout the park, including the floating stage, ball field and nearby grassy areas. The parking lot off Hodges Road near the Nature Center should remain accessible during set-up and takedown. Event parking on July 4, 2026, should be limited to the parking garage next to the Fitness Center; and patrons who are arriving by car should enter through the Fitness Center entrance. It is the City's responsibility to reach out to Millbrook Properties to obtain permission to utilize the parking garage for event parking.

5. Set-up for the event shall not begin until the morning of Thursday, July 2, 2026, and takedown/clean-up shall be completed by the end of the day on Monday, July 6, 2026. The City shall provide the Park District with a blueprint of the event layout in advance of the event, including vendor locations. The City and its vendors may not drive on the grass/ballfield or drive vehicles over the culvert bridge. The City will provide all equipment and supplies for the event and leave the space exactly as it was found. Any maintenance work that needs to occur must have written approval from the Park District, and work must be scheduled with the Park District in advance.

6. The City is solely responsible for the direction of the City's employees and agents, if any, and for their actions in performing the work/services.

7. The City shall devote such time as is necessary to set up, host, dismantle and clean up after the event.

8. The City shall provide and keep in force at all times during this Agreement, the following coverages: comprehensive General Liability Insurance including contractual liability coverage, with minimum limits of not less than One Million Dollars ($1,000,000) per occurrence, and Two Million Dollars ($2,000,000) annual aggregate; Property Damage Insurance, if applicable; full Worker's Compensation Insurance, if applicable, equal to the statutory amount required by law; and Employers' Liability Insurance, if applicable, with limits of not less than One Million Dollars ($1,000,000). All insurance carriers providing the coverage set forth herein shall have a rating of A:VII as assigned by A.M. Best & Co. and satisfactory to the Park District in its sole discretion. All certificates of insurance in connection herewith shall be furnished to the Park District no later than seven (7) days prior to the commencement date of this Agreement.

9. All insurance coverage provided by the City shall be primary coverage as to the Park District. Any insurance or self-insurance maintained by the Park District shall be in excess of the City's insurance and shall not contribute with it.

10. The Park District, its officers, agents and employees are to be covered as additional insureds under the General Liability insurance. The coverage shall contain no special limitation on the scope of protection afforded to the additional insureds. The policy and/or coverage shall also contain a "contractual liability" clause.

11. Should any of the above-described policies be canceled before the expiration date thereof, the City shall provide immediate notice to the Park District. Such cancellation shall be grounds for the Park District to cancel this Agreement immediately.

12. All vendors – both non-profit and corporate – must provide the Park District with a certificate of insurance evidencing insurance complying with the requirements of Sections 8 through 11, inclusive.

13. To the extent permitted by law, the City shall indemnify, save, defend and hold harmless the Park District, including its officers, officials, agents, volunteers and employees (collectively "Park District") from and against any and all liabilities, obligations, claims, damages, penalties, wage and hour claims, cause of actions, costs and expenses (including reasonable attorney and paralegal fees) for which the Park District may become obligated by reason of any accident, bodily injury or death of persons, civil or constitutional rights violation, or loss or damage to tangible property, or any claim made under the Fair Labor Standards Act or any other federal or state law arising out of any negligent or wrongful act or omission of the City (or anyone acting on behalf of the City) and directly or indirectly in connection with, or under, or as a result of this Agreement.

14. Each of the parties shall comply with all applicable laws, rules and regulations promulgated by any federal, state, county, municipal, park district or any other governmental unit or regulatory body or court. The City shall further maintain all applicable licenses, certifications and/or permits.

15. The Park District may terminate this Agreement in the event of a breach of contract.

16. The City represents and warrants that the City and /or its contractors have the skills and knowledge necessary to set up, host, dismantle and clean up after the event in a safe, proper, efficient, thorough and satisfactory manner and understands that the Park District is relying on such representation in contracting with the City.

17. This Agreement shall not be construed as creating an employee/employer relationship or joint employment relationship between the parties. The parties are not entitled to any benefits or protections afforded employees of the other party or bound by any obligations of employees of the other party. Each party understands and agrees that it will not be covered under provisions of the unemployment compensation insurance of the other party or the workers' compensation insurance of the other party. Any injury or property damage caused by a party will be that party's sole responsibility and not the responsibility of the other party. Also, it is understood that the City is not protected as an employee or as a person acting as an agent or employee under the provisions of the general liability insurance of the Park District and that the Park District is not protected as an employee or as a person acting as an agent or employee under the provisions of the general liability insurance of the City. Therefore, the City will be solely responsible for the City's own actions, and that of the City's employees and agents, if any. The Park District will in no way defend the City in matters of such liability. Further, the Park District will be solely responsible for the Park District's own actions, and that of the Park District's

employees and agents, if any. The City will in no way defend the Park District in matters of such liability.

18. It is the intention of the parties to create a non-exclusive, intergovernmental relationship. The parties may engage in other business activities and provide similar services to other entities and business.

19. Employees of each party shall not hold themselves out as an employee or joint employee of the other party to members of the public.

20. The City is solely responsible to pay all applicable federal, state and local income and withholding tax obligations or contributions imposed by social security, unemployment insurance and worker's compensation insurance on behalf of the City's employees, if any.

21. All notices or other communications required or given under the terms of this Agreement shall be in writing and shall be delivered by: (i) receipted personal delivery; (ii) commercial overnight courier service; (iii) certified mail, return receipt requested; (iv) facsimile transmission; or (v) sent via electronic mail with any attachments in Portable Document Format (PDF) format, accompanied by a copy of the notice mailed by first-class mail, addressed to the parties as follows:

If to the City: City of Oakbrook Terrace
17W275 Butterfield Road
Oakbrook Terrace, IL 60181
Attn: Tanya Walker, City Administrator
twalker@oakbrookterrace.net

If to the Park District: Oakbrook Terrace Park District
1S325 Ardmore Avenue
Oakbrook Terrace, IL 60181
Attn: Shannon Elsey, CPRE, Executive Director
shannon@obtpd.org

A notice shall be deemed to have been served: (i) upon the date of receipt if served by personal delivery or by commercial overnight courier service; (ii) upon the date of transmission of service by facsimile or electronic mail transmission, provided that the transmission is completed by 5:00 p.m., or if not completed by 5:00 p.m., on the next business day; or (iii) upon the second (2nd) business day following deposit with the U.S. Post Office and served by certified mail. Any party may change the address to which service of notices shall be effected by a notice in conformity with the provisions of this paragraph 21.

22. In the event of the Park District's or the City's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights, the Park District or the City may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations; and this Agreement may be canceled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked

as provided by statute or regulation. During the performance of this Agreement, the Park District and the City agree as follows:

22.1. The Park District and the City will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service; and, further, they will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.

22.2. If the Park District or the City hires additional employees in order to perform this contract or any portion of this contract, it will determine the availability (in accordance with the Illinois Department of Human Rights Rules and Regulations) of minorities and women in the areas from which the Park District or the City may reasonably recruit; and the Park District and the City will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.

22.3. In all solicitations or advertisements for employees placed by the Park District or the City or on the Park District's or the City's behalf, the Park District and the City will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service.

22.4. The Park District and the City will send to each labor organization or representative of workers with which the Park District or the City has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the Park District's or the City's obligations under the Act and the Illinois Department of Human Rights Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the Park District or the City in the Park District's or the City's efforts to comply with the Illinois Human Rights Act and Illinois Department of Human Rights Rules and Regulations, the Park District or the City will promptly notify the Illinois Department of Human Rights; and the Park District or the City and will recruit employees from other sources when necessary to fulfill its obligations under the contract.

22.5. The Park District and the City will submit reports as required by the Illinois Department of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the Park District or the City, and in all respects comply with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.

22.6. The Park District and the City will permit access to all relevant books, records, accounts and work sites by personnel of the Park District, the City and the Illinois Department of Human Rights for purposes of investigation to ascertain

compliance with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.

22.7. The Park District and the City will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this Agreement, the Park District and the City will be liable for compliance with applicable provisions of this clause by subcontractors; and further, it will promptly notify the Park District, the City and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply with the provisions. In addition, the Park District or the City will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

23. This Agreement contains the entire understanding between the parties and supersedes any prior understanding and agreements between them respecting the within subject matter. There are no representations, agreements or understandings, oral or written, by and between the parties hereto, relating to the subject matter of this Agreement which are not fully expressed herein. No modification of this Agreement shall be effective unless made in writing, signed by both parties and dated after the date hereof. This Agreement is non-assignable by the parties.

24. The Park District and the City will not maintain or provide for their employees any segregated facilities at any of their establishments and not permit their employees to perform their services at any location, under their control, where "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin because of habit, local custom or otherwise. The Park District and the City shall (except where they have obtained identical certifications from proposed subcontractors and material suppliers for specific time periods) obtain certifications in compliance with this subparagraph from proposed subcontractors or material suppliers prior to the award of a subcontract or the consummation of material supply agreements exceeding $10,000.00 which are not exempt from the provisions of the Equal Opportunity Clause, and the Park District and the City will retain such certifications in its files.

25. The Park District and the City have and will have in place and will enforce a written sexual harassment policy in compliance with 775 ILCS 5/2-105(A)(4).

26. The Park District and the City shall maintain their respective records relating to the performance of the Agreement in compliance with the requirements of the Local Records Act (50 ILCS 205/1 *et seq*.) and the Freedom of Information Act (5 ILCS 140/1 *et seq*.) until written approval for the disposal of such records is obtained from the Local Records Commission. All books and records required to be maintained by the Park District or the City shall be available for review by the other. The Park District and the City shall cooperate with each other (a) with any

request for public records made pursuant to the Freedom of Information Act (5 ILCS 140/1 *et seq*.), (b) with any request for public records made pursuant to any audit, and (c) by providing full access to and copying of all relevant books and records within a time period which allows the Park District or the City to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq*.). Failure by the Park District or the City to maintain the books, records and supporting documents required by this section or the failure by the Park District or the City to provide full access to and copying of all relevant books and records within a time period which allows the Park District or the City to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq*.) shall establish a presumption in favor of the party served with the Freedom of Information Act request for the recovery of any funds paid by that party under this Agreement or for the recovery for any penalties or attorney's fees imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq*.). The obligations imposed by this section shall survive final payment and the termination of the other obligations imposed by this Agreement.

27. The invalidity of any provision of this Agreement shall not in any manner affect be enforceable regardless of the invalidity, if any, of any other provisions hereof.

28. Each party warrants to the other that it is authorized to execute, deliver and perform this Agreement. Each party warrants to the other that execution, delivery and performance of this Agreement does not constitute a breach or violation of any agreement, undertaking, law or ordinance by which that party is bound. Each individual signing this Agreement on behalf of a party warrants to the others that such individual is authorized to execute this Agreement in the name of the party on whose behalf he or she executes it.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written by authorized agents for each party.

CITY:
City of Oakbrook Terrace,
an Illinois municipal corporation

By: _____
Paul Esposito, Mayor

ATTEST:

By:_____
Michael Shadley, City Clerk

PARK DISTRICT:
Oakbrook Terrace Park District,
an Illinois park district

By: _____
Roger Sweitzer, President

ATTEST:

By: _____
Susan Lugo, Secretary

ORDINANCE NO. 26 - 43

AN ORDINANCE TO APPROVE AND AUTHORIZE THE EXECUTION OF AN INTERGOVERNMENTAL PARK USE AGREEMENT BETWEEN THE CITY OF OAKBROOK TERRACE, ILLINOIS, AND THE OAKBROOK TERRACE PARK DISTRICT – SUMMER CONCERT SERIES

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

WHEREAS, the Oakbrook Terrace Park District (the "Park District") is the owner of, or otherwise controls certain public property known as Terrace View Park in the City;

WHEREAS, the City and the Park District, as a units of local government, have the authority, pursuant to the 1970 Illinois Constitution (Art. VII, Sec. 10) and the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) to enter into Intergovernmental Agreements;

WHEREAS, the City desires to host its Summer Concert Series at Terrace View Park in the City;

WHEREAS, the Park District has determined that it is necessary and desirable to permit the City to host its Summer Concert Series at Terrace View Park in the City; and

WHEREAS, the corporate authorities of the City have determined that it is necessary, desirable and in the best interests of the residents and businesses of the City for the City to enter into an Intergovernmental Park Use Agreement by and between the City of Oakbrook Terrace, Illinois, and the Oakbrook Terrace Park District for its Summer Concert Series;

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

Section 1: It is hereby determined that it is advisable, necessary and in the public interest that the City enter into an Intergovernmental Park Use Agreement by and between the City of Oakbrook Terrace, Illinois, and the Oakbrook Terrace Park District for its Summer Concert Series at Terrace View Park in the City, a copy of which is attached hereto, identified as Exhibit "A" and made a part hereof.

Section 2: The Mayor shall be and is hereby authorized and directed to execute and the City Clerk shall be and is hereby authorized and directed to attest and to place the municipal seal on the attached Intergovernmental Park Use Agreement by and between the City of Oakbrook Terrace, Illinois, and the Oakbrook Terrace Park District for its Summer Concert Series at Terrace View Park in the City.

Section 3: This ordinance shall be in full force and effect upon its passage, approval and publication in accordance with law.

ADOPTED this 24th day of February 2026, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this24th day of February 2026.

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

ATTESTED and filed in my office,
this 24th day of February 2026.

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

Exhibit "A"

Intergovernmental Park Use Agreement by and between the City of Oakbrook Terrace, Illinois, and the Oakbrook Terrace Park District for its Summer Concert Series at Terrace View Park in the City of Oakbrook Terrace

INTERGOVERNMENTAL PARK USE AGREEMENT BY AND BETWEEN THE OAKBROOK TERRACE PARK DISTRICT AND THE CITY OF OAKBROOK TERRACE, ILLINOIS

This Intergovernmental Park Use Agreement (the "Agreement") is made this 24th day of February 2026, by and between the Oakbrook Terrace Park District, an Illinois park district (the "Park District") and the City of Oakbrook Terrace, an Illinois municipal corporation (the "City").

WITNESSETH:

WHEREAS, the City and the Park District are public agencies authorized by Article VII, Section 10, of the Constitution of the State of Illinois of 1970 and by the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq*. to contract with any other public agency of Illinois or otherwise associate among themselves, and to exercise jointly, combine or transfer any power or function in any manner not prohibited by law or by ordinance;

WHEREAS, the Park District is the owner of, or otherwise controls, certain public property known as Terrace View Park in the City;

WHEREAS, the City desires to host its Summer Concert Series at Terrace View Park in the City on Friday evenings from June 26, 2026, to and including September 14, 2026;

WHEREAS, the Park District has determined that it is necessary and desirable to permit the City to host its Summer Concert Series at Terrace View Park in the City; and

WHEREAS, the City and the Park District have determined that it is necessary and desirable to set forth their mutual agreement regarding the use of Terrace View Park by the City;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The City and the Park District hereby represent and warrant that the above recitals are accurate and correct and hereby incorporate them into this Agreement.

2. The Park District hereby grants the City exclusive use of Terrace View Park located at 17W063 Hodges Road, Oakbrook Terrace, Illinois, commencing at noon on Fridays from June 26, 2026, to and including September 4, 2026, and concluding at the end of each day to host its Summer Concert Series. Each concert will include two performances, one to start at 7:00 p.m. and the second to start at 8:30 p.m. Any dates outside of the listed dates must be approved in writing at least four (4) weeks in advance.

3. The City shall provide continuous oversight during set-up, throughout the concerts, and during clean-up. The City shall be responsible for pick-up of garbage and other debris, as well as grounds maintenance if there is damage.

4. The event activities should center around the floating stage and nearby grass areas. The parking lot off Hodges Road near the Nature Center should remain accessible during

set-up and takedown. Event parking should be limited to the parking garage next to the Fitness Center, and patrons who are arriving by car should enter through the Fitness Center entrance. It is the City's responsibility to reach out to Millbrook Properties to obtain permission to utilize the parking garage for event parking.

5. The Park District shall provide an employee on duty from 4:00 p.m. until 12:00 a.m. midnight on the day of each concert event. The employee will be responsible for the opening and closing of the Fitness Center, monitoring the Fitness Center and clean up. The City shall reimburse the Park District at an hourly rate of $35.00 per hour for the employee.

6. Set-up for the event shall not begin until noon on the stated concert date and takedown/clean-up shall be completed by the end of the day. The City shall provide the Park District with a blueprint of the event layout in advance of the event, including vendor locations. The City and its vendors may not drive on the grass/ballfield or drive vehicles over the culvert bridge. The City will provide all equipment and supplies for the event and leave the space exactly as it was found. Any maintenance work that needs to occur must have written approval from the Park District, and work must be scheduled with the Park District in advance.

7. The City is solely responsible for the direction of the City's employees and agents, if any, and for their actions in performing the work/services.

8. The City shall devote such time as is necessary to set up, host, dismantle and clean up after the event.

9. The City shall provide and keep in force at all times during this Agreement, the following coverages: comprehensive General Liability Insurance including contractual liability coverage, with minimum limits of not less than One Million Dollars ($1,000,000) per occurrence, and Two Million Dollars ($2,000,000) annual aggregate; Property Damage Insurance, if applicable; full Worker's Compensation Insurance, if applicable, equal to the statutory amount required by law; and Employers Liability Insurance, if applicable, with limits of not less than One Million Dollars ($1,000,000). All insurance carriers providing the coverage set forth herein shall have a rating of A: VII as assigned by A.M. Best & Co. and satisfactory to the Park District in its sole discretion. All certificates of insurance in connection herewith shall be furnished to the Park District no later than seven (7) days prior to the commencement date of this Agreement.

10. All insurance coverage provided by the City shall be primary coverage as to the Park District. Any insurance or self-insurance maintained by the Park District shall be in excess of the City's insurance and shall not contribute with it.

11. The Park District, its officers, agents and employees are to be covered as additional insureds under the General Liability insurance. The coverage shall contain no special limitation on the scope of protection afforded to the additional insureds. The policy and/or coverage shall also contain a "contractual liability" clause.

12. Should any of the above-described policies be canceled before the expiration date thereof, the City shall provide immediate notice to the Park District. Such cancellation shall be grounds for the Park District to cancel this Agreement immediately.

13. All vendors – both non-profit and corporate – must provide the Park District with a certificate of insurance evidencing insurance complying with the requirements of Sections 8 through 11, inclusive.

14. To the extent permitted by law, the City shall indemnify, save, defend and hold harmless the Park District, including its officers, officials, agents, volunteers and employees (collectively "Park District") from and against any and all liabilities, obligations, claims, damages, penalties, wage and hour claims, cause of actions, costs and expenses (including reasonable attorney and paralegal fees) which the Park District may become obligated by reason of any accident, bodily injury, or death of persons, civil or constitutional rights violation, or loss or damage to tangible property, or any claim made under the Fair Labor Standards Act or any other federal or state law arising out of any negligent or wrongful act or omission of the City (or anyone acting on behalf of the City) and directly or indirectly in connection with, or under, or as a result of this Agreement.

15. Each of the parties shall comply with all applicable laws, rules and regulations promulgated by any federal, state, county, municipal, park district or any other governmental unit or regulatory body or court. The City shall further maintain all applicable licenses, certifications and/or permits.

16. The Park District may terminate this Agreement in the event of breach of contract.

17. The City represents and warrants that the City and /or its contractors have the skills and knowledge necessary to set up, host, dismantle and clean up after the event in a safe, proper, efficient, thorough and satisfactory manner and understands that the Park District is relying on such representation in contracting with the City.

18. This Agreement shall not be construed as creating an employee/employer relationship or joint employment relationship between the parties. The parties are not entitled to any benefits or protections afforded employees of the other party or bound by any obligations of employees of the other party. Each party understands and agrees that it will not be covered under provisions of the unemployment compensation insurance of the other party or the workers' compensation insurance of the other party. Any injury or property damage caused by a party will be that party's sole responsibility and not the responsibility of the other party. Also, it is understood that the City is not protected as an employee or as a person acting as an agent or employee under the provisions of the general liability insurance of the Park District and that the Park District is not protected as an employee or as a person acting as an agent or employee under the provisions of the general liability insurance of the City. Therefore, the City will be solely responsible for the City's own actions, and that of the City's employees and agents, if any. The Park District will in no way defend the City in matters of such liability. Further, the Park District will be solely responsible for the Park District's own actions, and that of the Park District's employees and agents, if any. The City will in no way defend the Park District in matters of such liability.

19. It is the intention of the parties to create a non-exclusive intergovernmental relationship. The parties may engage in other business activities and provide similar services to other entities and business.

20. Employees of each party shall not hold themselves out as an employee or joint employee of the other party to members of the public.

21. The City is solely responsible to pay all applicable federal, state and local income and withholding tax obligations or contributions imposed by social security, unemployment insurance and worker's compensation insurance on behalf of the City's employees, if any.

22. All notices or other communications required or given under the terms of this Agreement shall be in writing and shall be delivered by: (i) receipted personal delivery; (ii) commercial overnight courier service; (iii) certified mail, return receipt requested; (iv) facsimile transmission; or (v) sent via electronic mail with any attachments in Portable Document Format (PDF) format, accompanied by a copy of the notice mailed by first-class mail, addressed to the parties as follows:

If to the City: City of Oakbrook Terrace
17W275 Butterfield Road
Oakbrook Terrace, IL 60181
Attn: Tanya Walker, City Administrator
twalker@oakbrookterrace.net

If to the Park District: Oakbrook Terrace Park District
1S325 Ardmore Avenue
Oakbrook Terrace, IL 60181
Attn: Shannon Elsey, CPRE, Executive Director
shannon@obtpd.org

A notice shall be deemed to have been served: (i) upon the date of receipt if served by personal delivery or by commercial overnight courier service; (ii) upon the date of transmission of service by facsimile or electronic mail transmission, provided that the transmission is completed by 5:00 p.m., or if not completed by 5:00 p.m., on the next business day; or (iii) upon the second (2nd) business day following deposit with the U.S. Post Office and served by certified mail. Any party may change the address to which service of notices shall be effected by a notice in conformity with the provisions of this Paragraph 22.

23. In the event of the Park District's or the City's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights, the Park District or the City may be declared ineligible for future contracts or subcontracts with the state of Illinois or any of its political subdivisions or municipal corporations; and this Agreement may be canceled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Agreement, the Park District and the City agree as follows:

23.1. The Park District and the City will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service; and, further, they will examine all job classifications to

determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.

23.2. If the Park District or the City hires additional employees in order to perform this contract or any portion of this contract, it will determine the availability (in accordance with the Illinois Department of Human Rights Rules and Regulations) of minorities and women in the areas from which the Park District or the City may reasonably recruit; and the Park District and the City will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.

23.3. In all solicitations or advertisements for employees placed by the Park District or the City or on the Park District's or the City's behalf, the Park District and the City will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service.

23.4. The Park District and the City will send to each labor organization or representative of workers with which the Park District or the City has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the Park District's or the City's obligations under the Act and the Illinois Department of Human Rights Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the Park District or the City in the Park District's or the City's efforts to comply with the Illinois Human Rights Act and Illinois Department of Human Rights Rules and Regulations, the Park District or the City will promptly notify the Illinois Department of Human Rights; and the Park District or the City and will recruit employees from other sources when necessary to fulfill its obligations under the contract.

23.5. The Park District and the City will submit reports as required by the Illinois Department of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the Park District or the City, and in all respects comply with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.

23.6. The Park District and the City will permit access to all relevant books, records, accounts and work sites by personnel of the Park District, the City and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.

23.7. The Park District and the City will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this Agreement, the Park District and the City will be liable for compliance with applicable provisions of

this clause by subcontractors; and further, it will promptly notify the Park District, the City and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply with the provisions. In addition, the Park District or the City will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the state of Illinois or any of its political subdivisions or municipal corporations.

24. This Agreement contains the entire understanding between the parties and supersedes any prior understanding and agreements between them respecting the within subject matter. There are no representations, agreements or understandings, oral or written, by and between the parties hereto, relating to the subject matter of this Agreement which are not fully expressed herein. No modification of this Agreement shall be effective unless made in writing, signed by both parties and dated after the date hereof. This Agreement is non-assignable by the parties.

25. The Park District and the City will not maintain or provide for their employees any segregated facilities at any of their establishments and not permit their employees to perform their services at any location, under their control, where "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin because of habit, local custom or otherwise. The Park District and the City shall (except where they have obtained identical certifications from proposed subcontractors and material suppliers for specific time periods) obtain certifications in compliance with this subparagraph from proposed subcontractors or material suppliers prior to the award of a subcontract or the consummation of material supply agreements exceeding $10,000.00 which are not exempt from the provisions of the Equal Opportunity Clause, and the Park District and the City will retain such certifications in its files.

26. The Park District and the City have and will have in place and will enforce a written sexual harassment policy in compliance with 775 ILCS 5/2-105(A)(4).

27. The Park District and the City shall maintain their respective records relating to the performance of the Agreement in compliance with the requirements of the Local Records Act (50 ILCS 205/1 *et seq*.) and the Freedom of Information Act (5 ILCS 140/1 *et seq*.) until written approval for the disposal of such records is obtained from the Local Records Commission. All books and records required to be maintained by the Park District or the City shall be available for review by the other. The Park District and the City shall cooperate with each other (a) with any request for public records made pursuant to the Freedom of Information Act (5 ILCS 140/1 *et seq*.), (b) with any request for public records made pursuant to any audit, and (c) by providing full access to and copying of all relevant books and records within a time period which allows the Park District or the City to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq*.). Failure by the Park District or the City to maintain the books, records and supporting documents required by this section or the failure by the Park District or the City to provide full access to and copying of all relevant books and records within a time period which allows the Park District or the City to timely comply with the time limits

imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq*.) shall establish a presumption in favor of the party served with the Freedom of Information Act request for the recovery of any funds paid by that party under this Agreement or for the recovery for any penalties or attorney's fees imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq*.). The obligations imposed by this section shall survive final payment and the termination of the other obligations imposed by this Agreement.

28. The invalidity of any provision of this Agreement shall not in any manner affect the validity of any other provision hereof; and each and every provision of this Agreement shall be enforceable regardless of the invalidity, if any, of any other provisions hereof.

29. Each party warrants to the other that it is authorized to execute, deliver and perform this Agreement. Each party warrants to the other that execution, delivery and performance of this Agreement does not constitute a breach or violation of any agreement, undertaking, law or ordinance by which that party is bound. Each individual signing this Agreement on behalf of a party warrants to the others that such individual is authorized to execute this Agreement in the name of the party on whose behalf he or she executes it.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written by authorized agents for each party.

CITY:
City of Oakbrook Terrace,
an Illinois municipal corporation

By: _____
Paul Esposito, Mayor

ATTEST:

By:_____
Michael Shadley, City Clerk

PARK DISTRICT:
Oakbrook Terrace Park District,
an Illinois park district

By: _____
Roger Sweitzer, President

ATTEST:

By: _____
Susan Lugo, Secretary

ORDINANCE NO. 26 - 44

AN ORDINANCE AMENDING CHAPTER 71 ENTITLED "TRAFFIC REGULATIONS" OF TITLE VII ENTITLED "TRAFFIC CODE" OF THE CODE OF ORDINANCES OF 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, subject to certain exceptions therein provided, Section 12-610.1(e) of the Illinois Vehicle Code generally prohibits using a wireless telephone at any time while operating a motor vehicle on a roadway in a school speed zone; and

WHEREAS, it is in the best interests of the health, safety and welfare of the residents of the City to amend Section 71.04 of Chapter 71 entitled "Traffic Regulations" of Title VII entitled "Traffic Code" to control the use of a wireless telephone while operating a motor vehicle on a roadway in a school speed zone in the manner hereinafter set forth;

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 above recitals are incorporated herein by reference as though fully set forth herein.

SECTION 2: Section 71.04 of Chapter 71 of Title VII of the Oakbrook Terrace City Code, as amended, is hereby further amended to read as follows:

§ 71.04 Use of a Wireless Telephone in a School Speed Zone Prohibited.

(A) A person, regardless of age, may not use a wireless telephone at any time while operating a motor vehicle on a roadway in a school speed zone established under Section 71.06 of this Code. As used in this section, "wireless telephone" means a device that is capable of transmitting or receiving telephonic communications without a wire

connecting the device to the telephone network. This section does not apply to (i) a person using a wireless telephone for emergency purposes, including, but not limited to, law enforcement agency, health care provider, fire department or other emergency services agency or entity; (ii) a law enforcement officer or operator of an emergency vehicle when performing the officer's or operator's official duties; (iii) a person using a wireless telephone in voice-operated mode, which may include the use of a headset; (iv) a person using a wireless telephone by pressing a single button to initiate or terminate a voice communication; or (v) a person using an electronic communication device for the sole purpose of reporting an emergency situation and continued communication with emergency personnel during the emergency situation.

SECTION 3: If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this ordinance.

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

SECTION 5: This ordinance shall be in full force and effect ten (10) days from and after its passage, approval and publication in pamphlet form as provided by law.

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

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 10th day of March 2026.

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

ATTESTED and filed in my office
and published in pamphlet form,
this 10th day of March 2026.

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

ORDINANCE NO. 26 -

AN ORDINANCE AUTHORIZING THE DISPOSAL OF SURPLUS PERSONAL PROPERTY OWNED BY THE CITY OF OAKBROOK TERRACE, ILLINOIS

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

WHEREAS, pursuant to Section 11-76-4 of the Illinois Municipal Code, 65 ILCS 5/11-76-4, the corporate authorities of the City are expressly authorized to sell personal property in such manner as they may designate with or without advertising the sale when, in the opinion of a majority of the corporate authorities then holding office, the personal property is no longer necessary or useful to the City; and

WHEREAS, a majority of the City's corporate authorities has determined that certain personal property owned by the City is no longer necessary or useful to or in the best interests of the City and that such property should be disposed of in the manner provided for in this ordinance;

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

Section 1. Certain personal property, which is now owned by the City and is described on Exhibit "A" attached hereto and made a part hereof is hereby declared by the City Council to be surplus personal property of the City; and the City Council hereby finds that such personal property is no longer necessary or useful to the City and that the best interests of the City will be served by its disposal as surplus personal property.

Section 2. The City Administrator or her designee is authorized to sell the surplus personal property as identified in Exhibit "A" of this ordinance by auction through Municibid or in such manner as she may determine is in the best interests of the City with or without advertising the sale.

Section 3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of the conflict.

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

Section 4. This ordinance shall be in full force and effect upon its passage, approval and publication in accordance with law.

ADOPTED this 24th day of March 2026 pursuant to a roll call vote as follows:

AYES: _____

NAYS:_____

ABSENT:_____

ABSTENTION:_____

APPROVED by me this 24th day of March 2026.

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

ATTESTED and filed in my office
and published in pamphlet form,
this this 24th day of March 2026.

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

Exhibit "A"

<u>Surplus Property</u>

1. One (1) Car A-2. 2011 Ford Taurus Gray. VIN# 1FAHP2DW2BG109326 Miles: 140,000
2. One (1) Squad (9) 2020 Ford Explorer Hybrid. VIN# 1FM5K8AW0LGB23550 Miles: 80,000
3. One (1) Squad (8) 2021 Ford Explorer Hybrid. VIN# 1FM5K8AW8MNA13715 Miles: 80,000
4. One (1) T-2. 1994 Ford F-350 Versalift VIN#1FDKF38M4RNB83768 Miles: 20,000

ORDINANCE NO. 26 –

AN ORDINANCE AMENDING SECTION 51.03 ENTITLED "PROHIBITED ACTS" OF CHAPTER 51 ENTITLED "SOLID WASTE DISPOSAL AND RECYCLING" OF TITLE V ENTITLED "PUBLIC WORKS" OF OAKBROOK TERRACE CODE.

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; and

WHEREAS, the City Council has determined that it is desirable, necessary and in the public interest to amend Section 51.03 entitled "Prohibited Acts" of Chapter 51 entitled "Solid Waste Disposal and Recycling" of the Code of Oakbrook Terrace, Illinois, to set a time after which white goods or containers for general refuse, landscape waste and recyclable materials may be placed on any public right-of-way for pick-up;

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

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

Section 2: Section 51.03 entitled "Prohibited Acts" of Chapter 51 entitled "Solid Waste Disposal and Recycling" of Title V Entitled "Public Works" of the Code of Oakbrook Terrace, Illinois, as amended, is hereby further amended to read as follows:

§ 51.03

(A) No person shall burn landscape waste within the city.

(B) It shall be unlawful for any customer in the city to dispose of general refuse or landscape waste by any means other than collection and removal by a disposal franchisee.

(C) It shall be unlawful for any customer to use a waste-hauling or disposal service other than a disposal franchisee for collection or removal of general refuse or landscape waste.

(D) It shall be unlawful for any person, other than a disposal franchisee, to collect or remove general refuse or landscape waste within the city.

(E) It shall be unlawful for a customer to store general refuse or landscape waste in containers which are not approved or allowed by the city's franchise agreement and/or supplied by the disposal franchisee. All such containers, except those used to serve single-family residences, shall be stored in structures which are completely enclosed (except for openings to the sky) by a wall or opaque fence, including doors and gates thereto, which are at least six feet in height, but in no case lower in height than the enclosed containers. Such structures shall completely screen the containers from outside view at ground level.

(F) It shall be unlawful for a customer to place white goods or containers for general refuse, landscape waste and recyclable materials on any public right-of-way for pick-up before 3:00 p.m. on the day before scheduled collection, and to fail to remove such containers from the roadway shoulder before 10:00 p.m. on the day of collection.

(G) It shall be unlawful for a person to cause or permit to accumulate any general refuse, recyclable materials or landscape waste in a manner such that it can be blown away by the wind.

(H) It shall be unlawful for a person to deposit, or to permit to fall from any vehicle, any general refuse, recyclable materials, landscape waste or white goods on any public right-of-way in the city, provided this provision shall not be construed to prohibit a customer from placing general refuse, recyclable materials, landscape waste or white goods on public right-of-way in anticipation of having such material collected and removed by a disposal franchisee or recycling collection contractor.

(I) It shall be unlawful for any person to place or allow to remain a refrigerator or freezer outside any building or structure, except with the door thereof totally disconnected and separated therefrom.

(J) It shall be unlawful for any person to dump or place any general refuse, landscape waste, recyclable materials or white goods on any premises in the city without the consent of the owner of such premises.

(K) It shall be unlawful for the disposal franchisee or recycling collection contractor to collect general refuse, landscape waste, or recyclable materials pursuant to a contractual agreement prior to 7:00 a.m. or after 5:00 p.m. on any designated collection day.

Section 3: All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of the conflict.

Section 4: If any provisions or portion of this ordinance or its application to any person, entity or property is held invalid, such invalidity shall not affect the application or validity of any other provisions or portions of this ordinance; and, to that end, all provisions and portions of this ordinance are declared to be severable.

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Section 5: This ordinance shall be in full force and effect ten (10) days after its passage, approval and publication in pamphlet form as provided by law.

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

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 10th day of March 2026.

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

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

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