

City of Oakbrook Terrace

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



City Council Regular Meeting Agenda

Tuesday, May 12, 2026, at 7:00 PM

Council Chambers - City Hall - 17W261 Butterfield Road



CITY COUNCIL REGULAR MEETING AGENDA

Tuesday, May 12, 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**
 1. Approval of Meeting Minutes from April 28, 2026.
- VI. PUBLIC PARTICIPATION**
- VII. ACTION ITEMS / CONSENT AGENDA**
 1. Payment of City Bills: May 12, 2026, in the amount of \$285,130.74
 2. Ordinance 26-54 Authorizing the Waiver of the Building Permit Fee for Oakbrook Terrace Park District - 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. Draft Ordinance Approving the Issuance of a Purchase Order by the City of Oakbrook Terrace to Sutton Ford for One (1) 2026 Ford F450 Super Duty Chassis Cab;
2. Draft Ordinance Approving the Issuance of a Purchase Order by the City of Oakbrook Terrace to West Side Tractor Sales for One (1) 2026 John Deere 444 P Four Wheel Drive Loader; and
3. Draft Ordinance Appointing Corporation Counsel and Approving and Authorizing the Execution of a Legal Services Agreement for the City of Oakbrook Terrace – 2026.
4. Discussion Item – Presentation of “New” Website Platform.

XII. COUNCIL MEMBER COMMENTS

XIII. CITY ATTORNEY

XIV. CITY CLERK

XV. CITY ADMINISTRATOR

XVI. RECONVENE THE CITY COUNCIL MEETING

XVII. NEW BUSINESS

ADJOURN

The next Regular City Council Meeting on Tuesday, May 26, 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, April 28, 2026 7:00 PM

Council Chambers - City Hall - 17W261 Butterfield Road



CITY COUNCIL REGULAR MEETING MINUTES

Tuesday, April 28, 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 April 28, 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, Biskup, Greco, Petro, Rada, Sarallo 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

A motion to approve the Regular City Council Meeting Minutes from April 14, 2026 was made by Alderman Barbari and seconded by Alderman Greco. The motion carried.

VI. PUBLIC PARTICIPATION

Mary Twiss, a resident of OBT, attended to raise concerns about a proposed large trucking depot at 933 S. Riverside Drive and its potential impact on School District 48. She highlighted issues including truck emissions, child safety, increased traffic, and potential effects on property

values. Although Mayor Esposito acknowledged these concerns, he stated that the matter falls outside his jurisdiction. The Mayor stated he will reach out to the city manager or mayor to express the concerns on behalf of Oakbrook Terrace residents. M. Twiss was advised to attend an Elmhurst City Council meeting to share her concerns

VII. RECESS TO THE FISCAL YEAR 2026 - 2027 BUDGET HEARING

VIII. FISCAL YEAR 2026 – 2027 BUDGET HEARING

1. Call to Order

Mayor Esposito called the Fiscal Year 2026 -2027 Budget Hearing of the City council to order at 7:10 pm.

2. Roll Call

Roll call indicated the following City Council members in attendance.

Present: Barbari, Biskup, Greco, Petro, Rada, Sarallo and Mayor Esposito.

Absent: none

3. Presentation/Acknowledgement of the Public Hearing Notice.

Mayor Esposito relayed a legal notice of the budget public hearing was published in the Daily Herald on April 1, 2026 as required by State IL Budget Law. The budget was available for viewing. The adopted budget for 2026 – 2027 is \$14,410,962. 2026 – 2027.

4. Presentation of the FY 2026 – 2027 Proposed Budget.

City Administrator T. Walker provided an overview of the budget. Changes discussed and updated include adding \$20,000 to the executive administrative budget for social media marketing and \$1,100 for testing for community development. Moved Antenna Income from the governmental fund to the water fund. \$1,500 was added to the historical society.

Revenues generated by property tax for police pension., Sales tax, Home ruled sales tax, hotel/motel, and food and beverage. Biggest expenditure includes salaries and benefits. Contractual obligations.

Fund Balance continues with a good steady increase.

Capital improvements include budgeting for items referenced within the financial budget presentation.

Goals by departments:

Human Resources: C. Romo - compliance and risk, update ee handbook, redesign onboarding experience, and safety.

Police: C. Calvello - reduce exposure to liability through training, participate in park & community relations, recruit and retain police, increase traffic enforcement through proactive patrol, and add officers and specialized units.

Public Works: C. Ward - Water - respond to water inquiries in a timely manner, maintain license and education, read bimonthly meters, timely reports to EPA, coordinate Julie program.

Streets - maintain strong public image with strong aesthetics in parks, maintain stormwater pipes, roadways and buildings to be safe and functional. Proper snow removal techniques,

maintenance for all vehicles in-house and equipment. HVAC, landscape and mosquito abatement.

Community Development: M. Headley – a new requirement within the next two years is the certifications thru code council for staff, consider implementation of certain grants, launch e-new letter for business community, welcome packet for new businesses, rental license software, continue to digitalize all files.

Finance: J. Wade – maximize BS&A to its full potential, cross train staff, continue to move vendors to ACH, encourage auto payments & e -billing.

5. Questions from Members of the Public and Press.

No questions or comments from the Public or Press.

Alderman Greco complemented the Mayor for his team and departments. Appreciated sharing departmental goals.

Alderman Rada appreciated the updates.

Alderman Petro appreciates T. Walker's efforts and presentation.

Alderman Sarallo relayed this was a well put together presentation.

Alderman Barbari – thanked T. Walker and her team.

6. Presentation of an Ordinance to approve the FY 2026 – 2027 Budget.

7. Presentation of a Resolution to approve the Five (5) Year Capital Improvement Plan.

8. Adjourn the Public Hearing.

Motion to adjourn the Fiscal Year 2026 – 2027 Budget Hearing was made by Alderman Sarallo and seconded by Alderman Petro at 7:25 Pm.

Acclamation vote was made with all Ayes.

IX. ACTION ITEMS / CONSENT AGENDA

Payment of City Bills: April 28, 2026, in the amount of \$113,445.06.

Motion to approve the Action Items/Consent Agenda was made by Alderman Rada seconded by Alderman Greco.

Roll Call

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

Nays: none

Absent: none

X. ITEMS REMOVED FROM THE CONSENT AGENDA

None.

XI. RECESS TO COMMITTEE OF THE WHOLE

Motion to Recess to Committee of the Whole made by Alderman Sarallo and seconded by Alderman Biskup.

XII. MAYOR ESPOSITO

The Mayor attended the Lions Club “Someone Special Event” and relayed it was wonderful. Bob Shannahan and members of the Lions Club did a great job. It was the 34th annual event and much larger in attendance.

Cop on Top on May 15th at Dunkin Donuts at 17W460 W 2nd Street from 6:00 am – noon along with the Oakbrook Police. Proceeds will go to Special Olympics.

Woodland Windows and Doors will have a ribbon cutting on May 16th at 1:00 pm at the JRC Plaza.

XIII. COMMITTEE OF THE WHOLE

1. Discussion Item – DuPage Convention & Visitor Bureau (DCVB) Presentation.
Beth Marchetti, Executive Director at DCVB stated that OBT is 2nd only to Chicago in generating sales and hotel tax. This is a 5-billion-dollar industry within the City. Last year DCVB generated 188 leads for local hotels with 48 closing. Room revenue for the month of December was 1.6M and 27.91M in 2025. There was a 5% increase from last year and 14% increase from 2019. Although revenue is up, costs continue to rise.

The 2026-2027 co-op budget will increase from \$100,000 to \$125,000.

The Mayor thanked Beth for her dedication and time.

Council comments:

Alderman Barbari thanked Beth for the great job.

Alderman Rada recommends that the aldermen visit DCVB.

Alderman Greco was surprised to see that there was only a 14% increase since Covid.

Alderman Biskup was pleased to see how DCVB works and generates hotel revenue. Discussed potential of sports complex to bring people in.

Alderman Petro questioned if any work has been done with the US soccer association. Beth will investigate this further.

2. Resolution to Approve and Authorize the Execution of a Letter of Intent to Participate in the DuPage County Police Records Management System – City of Oakbrook Terrace.

OBT currently uses the Hexion on Call System. DuPage County is looking to change to the Police Records Management System (PRMS) for their records management. A letter of intent is requested to continue OBT participation under a different vendor. Chief Calvello states the cost will be no more than 3% of what they are paying now and based on other municipalities joining the program.

Alderman Rada asked what the system does. D. Clark replied it is a report writing system whereby officers can look up other city reports and share information with the state's attorney and prosecutor.

Alderman Greco asked if they foresee the county changing to PRSM. D. Clark replied, yes.

Alderman Biskup confirmed this is simply a letter of intent to get a better rate with additional municipalities joining.

Alderman Petro asked if other counties may switch. D. Clark replied it would not be within this agreement.

No further comments.

3. Ordinance Approving the Issuance of a Purchase Order by the City of Oakbrook Terrace, Illinois, for One (1) 2026 Ford Explorer.

The invoice amount is \$41,907.

4. An Ordinance Rezoning the Property Commonly Known as 1S415 Summit Avenue in the City of Oakbrook Terrace, IL.

The property is currently zoned as R1 Single Family, and it is requested to be rezoned to B2.

M. Headley reported that Planning & Zoning Committee held a public hearing last week for rezoning and special use permit. No changes to current use on site. If approved by council, they will apply for a playground installation. Planning and zoning approved unanimously.

Captain Chrissy Koriano and Captain Enrique Koriano from the Salvation Army have applied for rezoning. Salvation Army was initially annexed in by default as an R1. The property has been in existence since 1975 and has been using all the special uses they are asking for. Nothing will be changed; they are simply complying with City requirements with what they are already providing. A playground is intended for day camp.

Mayor Esposito has no objections to the change requesting a rezoning to B2. The mayor stated he has heard one issue from the neighbors and car lights. The representatives from Salvation Army are getting light shields and are addressing the issue.

Alderman Rada relayed this was simply an error in zoning.

Alderman Greco likes the new drop off area. States that the entire block should be B-2.

Alderman Biskup said it looks great and likes they are working with the community.

Alderman Barbari had no objections.

Alderman Sarallo no objections but should address the issue with neighbors.

Alderman Petra noted this is a great addition to OBT.

5. An Ordinance Granting Special Use Permits to Allow a Church, A Daycare Center, and a Community Center at the Property Commonly Known as 1S415 Summit Avenue in the City of Oakbrook Terrace, IL.

No objections from council.

6. Fee Waiver Request – Oakbrook Terrace Park District
Shannon Elsey, Executive Director is asking for a permit fee to be waived in the amount of \$217 for a mechanical gate to be installed at Terrace View Park.
Mayor agreed to waving the permit fee. Council agreed.

7. Department Head Updates

a. Community Development

- A few permits were issued: new dental, FGMK Accounting, Akinosun Aesthetics and at Mid America Plaza.
- 2 permits are under review: One Oakbrook Terrace and One Lincoln
- There will be a ribbon cutting at Woodland Windows & Doors on 5/16.
- Annual aesthetics inspection for single family homes will begin next week. Rental inspections will be starting soon.

Alderman Biskup asked if there was any movement where Big Lots and Party City were. The Mayor replied it is difficult to rent out 30,00 sq ft.

Alderman Petra asked if there been any discussion with Party City since they are coming back from bankruptcy. M. Headley replied that Party City is reopening within Staples.

No further comments

b. Public Works

- Per C. Ward, the transition from winter to spring operations is underway.
- New water bill drop off box was installed in the City Hall parking lot.
- The surplus city vehicles referenced in a previous meeting were sold on Municode for \$19,000.
- There was a discussion about a replacement city sign off Hodges. Two options were presented. \$16,000 for first option, \$12,000 for the second. Current sign is about 30 years old and is deteriorating.

Alderman Barbari prefers option 1.

Alderman Greco recommends modernizing the current one.

Alderman Rada asked about size.

Alderman Biskup thanked Craig for doing the research.

No further comments.

Mayor Esposito expressed that they would like to see a third design.

c. Police Department

- Chief Calvello said there is a conditional offer for a lateral police officer new hire pending his medical.
- Looking to purchase a truck scale and have two officers certified in it.

XIV. COUNCIL MEMBER COMMENTS

Alderman Petra noted that Gov Pritzker has new state legislation House Bill 5626 they are reviewing in which the state wants to control local zoning. This is aimed at increasing the supply in homes to existing home properties. Mayor Esposito is aware and this was relayed in the governor's state address on 2/18/26 and said this would include home ruled cities such as OBT. The Mayor stated we don't have much control over this.

Alderman Sarallo thank you to Craig and his crew for taking care of things in the surrounding neighborhoods. Thanks city staff for the recent Employee Appreciation Dinner.

Alderman Barbari thanked everyone involved in putting together the Employee Appreciation Dinner. Thank you to T. Walker for getting the GFOA award.

Alderman Biskup appreciates the departmental goals being shared. Budget looks great. Expressed gratitude to the fire chief for the recent handling of the fire in the area.

Alderman Greco enjoyed the Employee Appreciation Dinner and good to meet new people. The City is in a great place with the budget.

Alderman Rada said the police department is doing a great job paying attention to Meyers Rd.

XV. CITY ATTORNEY

No comment.

XVI. CITY CLERK

No comment.

XVII. CITY ADMINISTRATOR

Thank you to council and to staff for their help in the budget that went very well. The off-track betting business filed bankruptcy recently and since has worked with attorney's on the city's behalf to recoup the funds lost. The City did recently receive payment from them.

XVIII. RECONVENE THE CITY COUNCIL MEETING

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

XIX. NEW BUSINESS

1. Resolution 26 – 22 to Approve and Authorize the Execution of a Letter of Intent to Participate in the DuPage County Police Records Management System – City of Oakbrook Terrace.

Motion to approve Resolution 26-22 as noted above was made by Alderman Sarallo seconded by Alderman Petro.

Roll Call Ayes: Barbari, Biskup, Greco, Petro, Rada, Sarallo
Nays: none
Absent: none

The motion passes.

2. Ordinance 26 – 50 Approving the Issuance of a Purchase Order by the City of Oakbrook Terrace, Illinois, for One (1) 2026 Ford Explorer.

Motion to approve Resolution 26-50 as noted above was made by Alderman Barbari seconded by Alderman Sarallo.

Roll Call Ayes: Barbari, Biskup, Greco, Petro, Rada, Sarallo
Nays: none
Absent: none

The motion passes.

3. Ordinance 26 – 51 Rezoning the Property Commonly Known as 1S415 Summit Avenue in the City of Oakbrook Terrace, IL.

Motion to approve Resolution 26-51 as noted above was made by Alderman Greco seconded by Alderman Rada.

Roll Call Ayes: Barbari, Biskup, Greco, Petro, Rada, Sarallo
Nays: none
Absent: none

The motion passes.

4. Ordinance 26 – 52 Granting Special Use Permits to Allow a Church, A Daycare Center, and a Community Center at the Property Commonly Known as 1S415 Summit Avenue in the City of Oakbrook Terrace, IL.

Motion to approve Resolution 26-52 as noted above was made by Alderman Rada seconded by Alderman Greco.

Roll Call Ayes: Barbari, Biskup, Greco, Petro, Rada, Sarallo
Nays: none
Absent: none

The motion passes.

XX. OLD BUSINESS

1. Ordinance 26 – 53 Approving the Budget for the City of Oakbrook Terrace for the Fiscal Year Commencing on May 1, 2026, and Ending on April 30, 2027.

Motion to approve Ordinance 26-53 as noted above was made by Alderman Sarallo seconded by Alderman Barbari.

Roll Call Ayes: Barbari, Biskup, Greco, Petro, Rada, Sarallo
Nays: none
Absent: none

The motion passes.

2. Resolution 26 – 23 Approving the Five-Year Capital Improvement Plan Beginning in Fiscal Year 2027 for the city of Oakbrook Terrace.

Motion to approve Resolution 26-23 as noted above was made by Alderman Greco seconded by Alderman Sarallo.

Roll Call Ayes: Barbari, Biskup, Greco, Petro, Rada, Sarallo
Nays: none
Absent: none

The motion passes.

XXI. ADJOURN

Motion to adjourn was made by Alderman Barbari and seconded by Alderman Sarallo at 8:58 PM.

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

Respectfully submitted,

Margie Tannehill, Recording Secretary

Attested:

Michael Shadley, City Clerk

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INVOICE REGISTER FOR CITY OF OAKBROOK TERRACE
 EXP CHECK RUN DATES 05/01/2026 - 05/12/2026
 POSTED AND UNPOSTED
 OPEN AND PAID

Invoice Number	Vendor Description	Invoice Date	Due Date	Invoice Amount	Amount Due	Status	Posted PO Number
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576171	American Family Life Assurance Company of Columbus	05/01/2026		913.59	913.59	open	
0000025184	American Family Life Assurance Comp 04/12/2026 MONTHLY PREMIUMS - LIFE ASSURANCE RECEIVABLE1	JESPOSITO		913.59			04/30/2026
Total Vendor Aflac - American Family Life Assurance Company of Columbus							
				913.59	913.59		

V95275	Anderson Landscape Supply	05/05/2026		420.00	420.00	open	
0000025155	10 YARDS MULCH CITY HALL	CWARD		420.00			05/12/2026
Total Vendor anderson - Anderson Landscape Supply							
				420.00	420.00		

5316	Bluders Tree Service	05/01/2026		2,200.00	2,200.00	open	
0000025115	RIGHT OF WAY TREE REMOVAL AT 501 MARSHAL CWARD			2,200.00			05/12/2026
Total Vendor Bluder - Bluders Tree Service							
				2,200.00	2,200.00		

Vendor Blue - Blue Cross/Shield of Illinois							
054349-MAY 2026	Blue Cross/Shield of Illinois	05/01/2026		91,370.50	91,370.50	open	
0000025121	HEALTH/DENTAL INSURANCE PREMIUM - MAY 20 JESPOSITO			3,353.07			05/12/2026
	ADMIN. HEALTH/DENTAL			7,405.53			
	PS ADMIN. HEALTH/DENTAL			7,025.04			
	HEALTH/DENTAL SERGEANTS			42,550.07			
	HEALTH/DENTAL PATROL OFFICERS			6,891.39			
	COMM. DEV. HEALTH/DENTAL			7,384.82			
	STREETS HEALTH/DENTAL			8,196.57			
	FINANCE HEALTH/DENTAL			6,403.27			
	WATER HEALTH/DENTAL			2,160.74			
	COBRA HEALTH/DENTAL						
Total Vendor Blue - Blue Cross/Shield of Illinois							
				91,370.50	91,370.50		

Vendor COPS - C.O.P.S. Testing Service, Inc.

INVOICE REGISTER FOR CITY OF OAKBROOK TERRACE

EXP CHECK RUN DATES 05/01/2026 - 05/12/2026
 POSTED AND UNPOSTED
 OPEN AND PAID

Invoice Number	Vendor Description	GL Distribution	Invoice Date	Due Date	Invoice Amount	Amount Due	Status	Posted PO Number
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Vendor COPS - C.O.P.S. Testing Service, Inc.

2452	C.O.P.S. Testing Service, Inc.		04/30/2026		625.00	625.00	open	Y
0000025173	PSYCHOLOGICAL TEST FOR N. BERGEN							04/30/2026
	01-10-5775-00	TESTING & EXAMINATIONS			625.00			

2437	C.O.P.S. Testing Service, Inc.		04/30/2026		250.00	250.00	open	Y
0000025174	POLYGRAPH TEST - N BERGEN							04/30/2026
	01-10-5775-00	TESTING & EXAMINATIONS			250.00			

Total Vendor COPS - C.O.P.S. Testing Service, Inc. 875.00 875.00

Vendor Cardio P - Cardio Partners Inc

600237540	Cardio Partners Inc		01/28/2026		615.17	615.17	open	Y
0000025095	ADULT SMART PADS							04/30/2026
	01-02-6190-00	NON-CAPITAL EQUIPMENT			615.17			

600262747	Cardio Partners Inc		02/27/2026		1,458.01	1,458.01	open	Y
0000025096	INFANT/CHILD SMART PADS							04/30/2026
	01-02-6190-00	NON-CAPITAL EQUIPMENT			1,458.01			

Total Vendor Cardio P - Cardio Partners Inc 2,073.18 2,073.18

Vendor burke - Christopher B. Burke Engineering, Ltd.

205189	Christopher B. Burke Engineering, L 10/14/2025				934.44	934.44	open	Y
0000025102	REVIEW/PROCESSING SALT BARN CONTRACTS	CWARD						04/30/2026
	01-04-5604-00	CITY ENGINEER			934.44			

205188	Christopher B. Burke Engineering, L 10/14/2025				360.00	360.00	open	Y
0000025103	MFT 2024 CURB CLOSE OUT DOC PROCESSING	CWARD						04/30/2026
	01-04-5604-00	CITY ENGINEER			360.00			

205192	Christopher B. Burke Engineering, L 10/14/2026				570.00	570.00	open	Y
0000025122	BUILDING & ZONING ENGINEERING	JESPOSITO						04/30/2026
	01-03-5604-00	NEW HOUSE GRADING PLANS - HODGES/LEAHY			570.00			

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 OPEN AND PAID

Invoice Number	Vendor	Invoice Date	Due Date	Invoice Amount	Amount Due	Status	Posted PO Number
Inv Ref #	Description	Entered By					Post Date
	GL Distribution						
Vendor duprec - Dupage County Recorder							
40718786	Dupage County Recorder		05/04/2026	253.00	253.00	open	Y
0000025161	R2026-029350, 029351, 029352	JESPOSITO					05/12/2026
	01-03-5700-00	DUPAGE CTY RECORDER FEES - CIP, SAL ARMY		253.00			
Total Vendor duprec - Dupage County Recorder				253.00	253.00		
Vendor elevator - Elevator Inspection Service Co							
00376980	Elevator Inspection Service Co		04/21/2026	704.00	704.00	open	Y
0000025132	2026 ANNUAL INSPECTIONS	JESPOSITO					0000002385
	01-03-5600-00	Elevator Inspection Services		704.00			04/30/2026
Total Vendor elevator - Elevator Inspection Service Co				704.00	704.00		
Vendor Elm auto - Elmhurst Auto Parts							
000031359	Elmhurst Auto Parts		05/01/2026	226.57	226.57	open	Y
0000025109	FILTERS STOCK	CMARD					05/12/2026
	01-04-5663-00	VEHICLE MAINT. & REPAIR		226.57			
Total Vendor Elm auto - Elmhurst Auto Parts				226.57	226.57		
Vendor hinsdale - Flagg Creek Water Reclamation District							
111731 - MAR. 2	Flagg Creek Water Reclamation Distr		04/28/2026	38.72	38.72	open	Y
0000025159	PSB SEWER - 2/26-3/31/26	JESPOSITO					04/30/2026
	01-04-5758-00	UTILITIES		38.72			
Total Vendor hinsdale - Flagg Creek Water Reclamation District				64.83	64.83		
Vendor FNB0 - FNB0							
008408 - MAR. 2	Flagg Creek water Reclamation Distr		04/28/2026	26.11	26.11	open	Y
0000025160	WTR MAINT. FAC. SEWER - 2/26-3/31/26	JESPOSITO					04/30/2026
	03-12-5758-00	UTILITIES		26.11			
Total Vendor FNB0 - FNB0				26.11	26.11		

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Invoice Number Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted PO Number Post Date
2777 - FEB/MAR 0000024907	FNB0 CREDIT CARD CHARGES 2/20-3/19/26 01-03-5605-00	04/01/2026 JESPOSITO PROP MAINT./INSPEC. TRAINING - ICC		255.00	255.00	open	Y 04/30/2026
9895 - FEB/MAR 0000024908	FNB0 CREDIT CARD CHARGES 2/20-3/19/26 01-02-5610-00 01-02-5611-00	04/01/2026 JESPOSITO ONLINE SUBSCRIPTION - CHICAGO TRIBUNE MONTHLY CHARGE -TRANS UNION		144.00 44.00 100.00	144.00	open	Y 04/30/2026
6803 - FEB/MAR 0000024909	FNB0 CREDIT CARD CHARGES 2/20-3/19/26 01-02-5610-00 01-02-5705-00 01-02-6120-00 01-02-5605-00 01-02-6120-00 01-02-5610-00 01-02-5705-00	04/01/2026 JESPOSITO ONLINE SUB. - COURTREC (NO RECEIPT) NOTARY PUB. ASSOC - STAMP/BOND RENEWAL IL SEC OF SPRINGFIELD - NOTARY REGISTR. PD UNIFORM STORAGE TOTE - HOME DEPOT IL DIV. INTL ASSOC FOR ID SEM. - OFFICER EVIDENCE SUPPLIES - LYNN PEAVEY CO ONLINE SUB. - COURTREC (NO RECEIPT) NOTARY REGISTRATION CREDIT		1,277.64 20.00 99.95 16.00 8.98 275.00 853.71 20.00 (16.00)	1,277.64	open	Y 04/30/2026
0770 - FEB/MAR 0000024910	FNB0 CREDIT CARD CHARGES 2/20-3/19/26 01-01-5780-06	04/01/2026 JESPOSITO COFFEE FOR EASTER EGG HUNT - DUNKIN		129.95	129.95	open	Y 04/30/2026
0955 - FEB/MAR 0000024911	FNB0 CREDIT CARD CHARGES 2/20-3/19/26 01-01-6165-00 01-01-6165-00 01-01-6165-00 01-01-6165-00 01-11-5605-00 01-11-5605-00 01-11-6130-00 01-01-5780-06 01-01-6120-00 01-11-6120-00 01-01-6165-00	04/01/2026 JESPOSITO BIRTHDAY/MTG. LUNCH - OLIVE GARDEN ANNIV. LUNCH - ANCHO & AGAVE MTG. LUNCH - TONGS EMP. RECOG. GIFTS - AIMPRINT TRAINING/CONF. PARKING FEE TRAINING/CONF. - GAS BUDGET SUPPLIES - OFFICE DEPOT EGG HUNT/KITE FLY SUPPLIES - DOLLAR TREE SUPPLIES - MARIANO'S SUPPLIES - MARIANOS RECOGNITION - SHAMROCK FLORIST		2,090.26 198.00 55.25 50.79 1,312.61 50.00 22.19 (19.35) 251.85 27.00 29.97 111.95	2,090.26	open	Y 04/30/2026

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Vendor FNBO - FNBO	FNBO	04/01/2026	JESPOSITO	1,845.30	1,845.30	Open	Y
7286 - FEB/MAR	CREDIT CARD CHARGES 2/20-3/19/26						04/30/2026
0000024912	01-02-5670-00	26001354 - WITNESS STAY - FAIRFIELD INN		487.60			
	01-02-5670-00	26001354 - WITNESS STAY - MAINSTAY STES.		380.00			
	01-02-5670-00	OTP26001354 - WITNESS STAY - FAIRFIELD		537.70			
	01-02-5670-00	26001354 - WITNESS STAY - RESIDENCE INN		440.00			

Vendor FNBO - FEB/MAR	FNBO	04/01/2026	JESPOSITO	1,368.06	1,368.06	Open	Y
0705 - FEB/MAR	CREDIT CARD CHARGES 2/20-3/19/26						04/30/2026
0000024913	01-01-5780-00	SPECIAL EVENTS ICE - PETES FRESH		37.45			
	01-04-6133-00	NO CELL SIGNAGE - SETON		140.02			
	01-04-6133-00	NO CELL SIGNAGE - SETON		537.19			
	01-01-5780-00	SUMMER CONCERT BANNERS - DISPLAY SALES		499.00			
	01-02-5663-00	CAR 13 PLATE RENEWAL - ILSOS		154.40			

Vendor FNBO - FEB/MAR	FNBO	04/01/2026	JESPOSITO	1,553.85	1,553.85	Open	Y
8459 - FEB/MAR	CREDIT CARD CHARGES 2/20-3/19/26						04/30/2026
0000024914	01-01-5663-00	GAS ALLOWANCE - EXXON		48.97			
	01-01-5663-00	GAS ALLOWANCE - EXXON		52.49			
	01-01-5663-00	GAS ALLOWANCE - BP		47.64			
	01-01-5663-00	GAS ALLOWANCE - SHELL		51.14			
	01-01-5663-00	CREDIT GAS ALLOWANCE - SHELL		(0.51)			
	01-01-5663-00	GAS ALLOWANCE - EXXON		66.90			
	01-01-5663-00	GAS ALLOWANCE - EXXON		67.49			
	01-01-5781-00	ALA WALK REGISTRATION		35.00			
	01-11-6120-00	OFFICE SUPPLIES - OFFICE DEPOT		63.48			
	03-12-6130-00	WATER PAY BOX FOR LOT - FORTKNOX MAILBOX		659.43			
	01-01-5600-00	WALKER CELEBRATION - ALTER BREWING		461.82			

Vendor FNBO - FEB/MAR	FNBO	03/20/2026	JESPOSITO	180.94	180.94	Open	Y
2791 - FEB/MAR	CREDIT CARD CHARGES 2/20-3/19/26						04/30/2026
0000024915	01-01-6165-00	FUNERAL FLOWERS		180.94			

Vendor FNBO - NOV/DEC	FNBO	01/01/2026	JMADE	891.33	891.33	Open	Y
2791 - NOV/DEC	CREDIT CARD CHARGES 11/20/25-12/19/25						04/30/2026
0000025081	01-01-5780-03	TOYS - CHILDREN'S HOLIDAY PARTY - AMAZON		891.33			

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0705 - NOV/DEC	Vendor FNB0 - FNB0						
0000025082	FNB0	01/01/2026		421.00	421.00	open	Y
	CREDIT CARD CHARGES 11/20/25-12/19/25	JWADE					04/30/2026
	01-04-5610-00	APWA MEMBERSHIP		421.00			
9895 - OCT/NOV	Vendor FNB0 - FNB0						
0000025083	FNB0	12/01/2025		144.00	144.00	open	Y
	CREDIT CARD CHARGES 10/20/25-11/19/25	JWADE					04/30/2026
	01-02-5611-00	TRANS UNION OCTOBER 2025		100.00			
	01-02-6110-00	CHICAGO TRIBUNE SUBSCRIPTION		44.00			
0705 - DEC/JAN	Vendor FNB0 - FNB0						
0000025084	FNB0	02/01/2026		154.40	154.40	open	Y
	CREDIT CARD CHARGES 12/20/25-1/21/26	JWADE					04/30/2026
	01-02-5663-00	LIC. RENEWAL PLT 8821955 - IL SEC. OF ST		154.40			
2777 - NOV/DEC	Vendor FNB0 - FNB0						
0000025085	FNB0	01/01/2026		1,111.19	1,111.19	open	Y
	CREDIT CARD CHARGES 11/20/25-12/19/25	JWADE					04/30/2026
	01-03-5605-00	CODE ENF. TRAINING ONLINE - ICCSAFE.ORG		165.00			
	01-03-5610-00	APA/AICP./IL CHPTR. DUES 1/1-12/31/26		714.50			
	01-01-5651-01	DEPT HOLIDAY LUNCH - DITKAS (NO RECEIPT)		231.69			
9895 - NOV/DEC	Vendor FNB0 - FNB0						
0000025086	FNB0	01/01/2026		605.39	605.39	open	Y
	CREDIT CARD CHARGES 11/20/25-12/19/25	JWADE					04/30/2026
	01-02-5611-00	TRANS UNION NOVEMBER 2025		100.00			
	01-02-6130-00	TREE DONATION LUNCH - FRANKIES DELI		51.41			
	01-02-6110-00	CHICAGO TRIBUNE SUBSCRIPTION - ONLINE		44.00			
	01-02-5605-00	AZ CONF. AIRFAIRE - NO RECEIPT		409.98			
9895 - DEC/JAN	Vendor FNB0 - FNB0						
0000025087	FNB0	02/02/2026		396.31	396.31	open	Y
	CREDIT CARD CHARGES 12/20/25-01/21/26	JWADE					04/30/2026
	01-02-5611-00	TRANS UNION - DECEMBER 2025		100.00			
	01-02-6130-00	STAFF HOLIDAY LUNCH - PERRY'S		252.31			
	01-02-6110-00	CHICAGO TRIBUNE SUBSCRIPTION		44.00			
7286 - OCT/NOV	Vendor FNB0 - FNB0						
0000025088	FNB0	01/01/2026		114.59	114.59	open	Y
	CREDIT CARD CHARGES 10/20/25-11/19/25	JWADE					04/30/2026
	01-02-6130-00	BINDERS/DIVIDERS FOR DC - OFFICE DEPOT		50.67			
	01-02-6130-00	TOTES - FORMER OFFICER UNIFORMS - HOME D		63.92			

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Vendor FNBO - FNBO							
7286 - NOV/DEC 0000025089	FNBO CREDIT CARD CHARGES 11/20/25-12/19/25 01-02-5663-00	01/02/2026 JWADE SPRAYED LINER FOR NEW PICKUP - ZIEBERT		650.00 650.00	650.00	open	Y 04/30/2026
7286 - DEC/JAN 0000025090	FNBO CREDIT CARD CHARGES 12/20/25-1/21/26 01-02-5650-00 01-02-5650-00	02/02/2026 JWADE DPAGE IMM, CARE VISIT - 12/31/25 DPAGE IMM, CARE VISIT - 12/21/25		283.22 128.74 154.48	283.22	open	Y 04/30/2026
2777 - MAR/APR 0000025104	FNBO CREDIT CARD PURCHASES 3/20-4/19/26 01-03-5605-00 01-03-5605-00	05/01/2026 JESPOSITO WEBINAR - GREAT LAKES ECON, DEV, CNCL 4/24-4/28/26 AIRBNB - NATL, PLANNING CON		894.20 25.00 869.20	894.20	open	Y 04/30/2026
9895 - MAR/APR 0000025105	FNBO CREDIT CARD PURCHASES 3/20-4/19/26 01-02-6110-00 01-02-5611-00 01-02-6120-00 01-02-6110-00	05/01/2026 JESPOSITO CHGO TRIB ONLINE - NO RECEIPTS - RECURRI TRANSUNION - MARCH BAGELS FOR STAFF MEETING 4/10/26 CHGO TRIB ONLINE - NO RECEIPTS - RECURRI		213.24 44.00 100.00 25.24 44.00	213.24	open	Y 04/30/2026
6803 - MAR/APR 0000025106	FNBO CREDIT CARD PURCHASES 3/20-4/19/26 01-02-5663-00 01-02-5663-00	05/01/2026 JESPOSITO REAR WINDOW BARRIER - SQUAD 9 STORAGE BOX FOR PICK-UP TRUCK (2)		681.05 169.95 511.10	681.05	open	Y 04/30/2026
0770 - MAR/APR 0000025110	FNBO CREDIT CARD PURCHASES 3/20-4/19/26 01-01-5780-06 01-01-5780-06 01-01-5651-01	05/01/2026 JESPOSITO COSTCO REFUND TABLECLOTHS & NAPKINS WELLNESS PROGRAM		38.83 (6.90) 24.75 20.98	38.83	open	Y 04/30/2026

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Inv Ref #	Description	Entered By					Post Date
GL Distribution							

8459 - MAR/APR	FNB0	05/01/2026		1,438.17	1,438.17	Open	Y
0000025113	CREDIT CARD PURCHASES 3/20-4/19/26	JESPOSITO					04/30/2026
	01-01-5663-00	GAS		66.18			
	01-01-5663-00	CARWASH		14.00			
	01-01-5663-00	GAS		20.00			
	01-01-6130-00	GAS		73.41			
	01-01-5663-00	TNK FOR POSTAGE MACHINE		182.58			
	01-01-6130-00	GAS		66.42			
	01-01-6130-00	TNK FOR POSTAGE MACHINE		265.58			
	01-01-5605-00	BS&A CONFERENCE		750.00			

2791 - MAR/APR	FNB0	05/01/2026		423.66	423.66	Open	Y
0000025114	CREDIT CARD PURCHASES 3/20-4/19/26	JESPOSITO					04/30/2026
	01-01-5615-00	MARCH 18 BUDGET MTG. MEAL - FRANKIE'S DE		207.72			
	01-11-5605-00	ILCMA ZOOM TRAINING - FIN. MGR.		65.00			
	01-01-6165-00	SYMPATHY ARRANGEMENT - SHAMROCK FLORIST		150.94			

6803 - OCT/NOV	FNB0	12/01/2025		2,395.25	2,395.25	Open	Y
0000025162	CREDIT CARD CHARGES 10/20/25-11/19/25	JMADE					04/30/2026
	01-02-6130-00	SUPPLIES		44.94			
	01-02-5611-00	BACKGROUND CHECKS		13.00			
	01-02-5605-00	TRAINING & CONFERENCES		1,582.75			
	01-02-6130-00	SUPPLIES		205.66			
	01-02-5610-00	ILLINOIS DIVISION IAI MEMBERSHIP-MELLENS		25.00			
	01-02-6151-00	HARDWARE		523.90			

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0995 - NOV/DEC 0000025181	FNB0 CREDIT CARD CHARGES 11/20/25-12/19/25 01-01-5651-01 01-01-5651-01 01-01-6165-00 01-01-5651-01 01-01-5605-00 01-01-5605-00	01/01/2026 JWADE		964.36	964.36	Open	Y 04/30/2026
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0770 - NOV/DEC 0000025178	FNB0 CREDIT CARD CHARGES 11/20/25-12/19/25 01-01-5780-03 01-01-5780-03 01-01-5780-03 01-01-5780-03 01-01-5780-03 01-01-5780-03 01-01-5651-01 01-01-5651-01	01/01/2026 JWADE		486.80	486.80	Open	Y 04/30/2026
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0995 - OCT/NOV 0000025180	FNB0 CREDIT CARD CHARGES 10/20/25-11/19/25 01-01-5651-01 01-01-5651-01 01-01-5651-01 01-01-5651-01 01-11-5605-00	12/01/2025 JWADE		337.71	337.71	Open	Y 04/30/2026
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0770 - DEC25/JA 0000025179	FNB0 CREDIT CARD CHARGES 12/20/25-1/21/26 01-01-5651-01	02/01/2026 JWADE		486.80	486.80	Open	Y 04/30/2026
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0995 - NOV/DEC 0000025181	FNB0 CREDIT CARD CHARGES 11/20/25-12/19/25 01-01-5651-01 01-01-5651-01 01-01-6165-00 01-01-5651-01 01-01-5605-00 01-01-5605-00	01/01/2026 JWADE		964.36	964.36	Open	Y 04/30/2026
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Vendor FNBO - FNBO							
0955 - DEC25/26							
0000025182	FNBO		02/01/2026	9.00	9.00	Open	Y 04/30/2026
	CREDIT CARD CHARGES 12/20/25-1/21/26		JWADE				
	01-01-5651-01		BIRTHDAY ITEMS	9.00			
Total Vendor FNBO - FNBO				<u>27,571.06</u>	<u>27,571.06</u>		

Vendor Fulton S - Fulton Siren Services							
3199							
0000025116	Fulton Siren Services		05/01/2026	611.09	611.09	Open	Y 04/30/2026
	TORNADO SIREN MAINTENANCE		CWARD				
	01-04-5668-00		COMMUNICATIONS	611.09			
Total Vendor Fulton S - Fulton Siren Services				<u>611.09</u>	<u>611.09</u>		

Vendor geib - Geib Industries, Inc.							
868240-001							
0000025079	Geib Industries, Inc.		04/23/2026	195.24	195.24	Open	Y 04/30/2026
	FITTINGS FOR LIFT TRUCK		CWARD				
	01-04-5663-00		VEHICLE MAINT. & REPAIR	195.24			
Total Vendor geib - Geib Industries, Inc.				<u>195.24</u>	<u>195.24</u>		

Vendor Benes G - George Benes							
APRIL 2026							
0000025151	George Benes		04/30/2026	460.98	460.98	Open	Y 0000002386
	CODE ENFORCEMENT INSPECTIONS - APR 2026		JESPOSITO				
	01-03-5612-00		Property Maintenance Inspections	460.98			
Total Vendor Benes G - George Benes				<u>460.98</u>	<u>460.98</u>		

Vendor Greater - Greater Oak Brook Chamber of Commerce							
6444							
0000025135	Greater Oak Brook Chamber of Commerce		03/18/2026	79.50	79.50	Open	Y 04/30/2026
	FY26-27 MEMBERSHIP RENEWAL		JESPOSITO				
	01-01-5610-00		MEMBERSHIP & ASSOCIATION FEES	79.50			

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6444 - 2	Greater Oak Brook Chamber of Commerce	03/18/2026		397.50	397.50	open	
0000025136	FY26-27 MEMBERSHIP RENEWAL	JESPOSITO					05/12/2026
	01-01-5610-00	MEMBERSHIP & ASSOCIATION FEES		397.50			
Total Vendor Greater - Greater Oak Brook Chamber of Commerce				477.00	477.00		
Vendor tollway - Illinois Tollway							
VNS509799972	Illinois Tollway	04/17/2026		13.50	13.50	open	
0000025148	UNPAID TOLLS - CA	JESPOSITO					04/30/2026
	01-04-5670-00	TRAVEL EXPENSE		13.50			
VWS709111334	Illinois Tollway	04/20/2026		13.30	13.30	open	
0000025149	UNPAID TOLLS - #DZ57128 PD VAN	JESPOSITO					04/30/2026
	01-02-5670-00	TRAVEL EXPENSE		13.30			
Total Vendor tollway - Illinois Tollway				26.80	26.80		
Vendor Minolta - Konica Minolta Business Soluti							
9010857357	Konica Minolta Business Soluti	04/25/2026		9.83	9.83	open	
0000025139	PSB COPIER MAINTENANCE	JESPOSITO					04/30/2026
	01-04-5660-00	STREETS		3.04			
	03-12-5660-00	WATER		6.79			
Total Vendor Minolta - Konica Minolta Business Soluti				9.83	9.83		
Vendor KUBE - KUBETECH INC							
5802	KUBETECH INC	05/01/2026		11,236.05	11,236.05	open	
0000025138	IT SERVICES	JESPOSITO					05/12/2026
	01-01-5600-00	IT SERVICES		11,236.05			
Total Vendor KUBE - KUBETECH INC				11,236.05	11,236.05		

Vendor FIOTI - Law Offices of John L. Fiotti

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Vendor FIOTTI - Law Offices of John L. Fiotti								
OBT DUI 4-26	Law Offices of John L. Fiotti		04/30/2026	JESPOSITO	1,755.00	1,755.00	Open	Y 0000002389
0000025133	DUI PROSECUTIONS - APRIL 2026							04/30/2026
	01-01-5672-00	DUI Prosecution and Local Ordinances Pro			1,755.00			

OBT 4-26	Law Offices of John L. Fiotti		04/30/2026	JESPOSITO	2,437.50	2,437.50	Open	Y
0000025134	CITY PROSECUTIONS - APRIL 2026							04/30/2026
	01-01-5672-00	DUI Prosecution and Local Ordinances Pro			2,437.50			
Total Vendor FIOTTI - Law Offices of John L. Fiotti								
					<u>4,192.50</u>	<u>4,192.50</u>		

Vendor Leadso - Leads Online								
423830	Leads Online		02/15/2026	ALOZANO	2,773.00	2,773.00	Open	Y
0000025177	LEADS ONLINE YEARLY RENEWAL -	FY26-27		SUPPORT SERVICES	2,773.00			05/12/2026
	01-02-5611-00							
Total Vendor Leadso - Leads Online								
					<u>2,773.00</u>	<u>2,773.00</u>		

Vendor Ace Lomb - Lombard Ace Hardware								
2658441	Lombard Ace Hardware		04/23/2026	JESPOSITO	60.13	60.13	Open	Y
0000025117	PD HVAC FILTERS			BUILDING MAINTENANCE	60.13			04/30/2026
	01-02-5770-00							

2658691	Lombard Ace Hardware		04/24/2026	JESPOSITO	27.54	27.54	Open	Y
0000025118	SCREWS			NON-CAPITAL EQUIPMENT	27.54			04/30/2026
	01-04-6190-00							
Total Vendor Ace Lomb - Lombard Ace Hardware								
					<u>87.67</u>	<u>87.67</u>		

Vendor coltins - Mark Coltins								
043026	Mark Coltins		04/30/2026	JESPOSITO	19.95	19.95	Open	Y
0000025156	PETTY CASH RECONCILIATION			PETTY CASH - CASH DRAWER SHORTAGE	19.95			04/30/2026
	01-00-3664-00							

Total Vendor coltins - Mark Coltins								
					<u>19.95</u>	<u>19.95</u>		

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Vendor Collins - Mark Collins

Vendor MECO - MECO Consulting Group LLC							
1782							
0000025157	MECO Consulting Group LLC	05/05/2026		2,450.00	2,450.00	open	Y 0000002413
	COMMUNICATIONS SERVICES - APRIL 2026	JESPOSITO					04/30/2026
	01-01-5668-00	FY26 Communications Services		2,450.00			

Total Vendor MECO - MECO Consulting Group LLC

2,450.00 2,450.00

Vendor MTR - MED-TECH Resource LLC

685362	MED-TECH Resource LLC	04/29/2026		301.50	301.50	open	Y
0000025099	MTR MEGA TRANSFER SHEETS	ALOZANO					04/30/2026
	01-02-6190-00	NON-CAPITAL EQUIPMENT		301.50			

Total Vendor MTR - MED-TECH Resource LLC

301.50 301.50

Vendor Mem Elec - Mem Electric, Inc.

226082	Mem Electric, Inc.	04/22/2026		450.54	450.54	open	Y
0000025077	PATH LIGHTING ELECTRICAL REPAIR	WARD					04/30/2026
	01-04-5600-00	DRENNAN PARK PATHWAY LIGHTS		450.54			

226088

0000025171	Mem Electric, Inc.	05/05/2026		1,860.00	1,860.00	open	Y
	CITY HALL ELECTRIC SUB PANEL REPLACEMENT	WARD					05/12/2026
	01-04-5770-00	BUILDING MAINTENANCE		1,860.00			

Total Vendor Mem Elec - Mem Electric, Inc.

2,310.54 2,310.54

Vendor Packey - Packey Webb Ford

C98656	Packey Webb Ford	04/29/2026		309.90	309.90	open	Y
0000025098	SQUAD 9 ALIGNMENT FOR LEVELING KIT	WARD					04/30/2026
	01-02-5663-00	VEHICLE MAINT. & REPAIR		309.90			

Total Vendor Packey - Packey Webb Ford

309.90 309.90

Vendor oherron - Ray O'Herron Co. Inc.

INVOICE REGISTER FOR CITY OF OAKBROOK TERRACE
 EXP CHECK RUN DATES 05/01/2026 - 05/12/2026
 POSTED AND UNPOSTED
 OPEN AND PAID

Invoice Number	Vendor Description	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted PO Number
Vendor oherron - Ray O'Herron Co. Inc.							
2475067	RAY O'Herron Co. Inc.	04/24/2026		1,361.56	1,361.56	open	Y
0000025091	NEW HIRE - J GARZA	ALOZANO					04/30/2026
	01-02-5715-00	UNIFORM ALLOWANCE		1,361.56			
2475066	RAY O'Herron Co. Inc.	04/24/2026		79.99	79.99	open	Y
0000025092	BIKE PATROL POLO - J GARZA	ALOZANO					04/30/2026
	01-02-5715-00	UNIFORM ALLOWANCE		79.99			
2475084	RAY O'Herron Co. Inc.	04/24/2026		57.59	57.59	open	Y
0000025093	TRAINING GUN - HALLIN	ALOZANO					04/30/2026
	01-02-5715-00	UNIFORM ALLOWANCE		57.59			
2477206	RAY O'Herron Co. Inc.	05/05/2026		435.23	435.23	open	Y
0000025170	OTPD PATCHES - SILVER	ALOZANO					04/30/2026
	01-02-5715-00	UNIFORM ALLOWANCE		435.23			
2477015	RAY O'Herron Co. Inc.	05/05/2026		479.45	479.45	open	Y
0000025176	UNIFORM - SALGADO FY26-27	ALOZANO					05/12/2026
	01-02-5715-00	UNIFORM ALLOWANCE		479.45			
Total Vendor oherron - Ray O'Herron Co. Inc.				2,413.82	2,413.82		
Vendor Gonzini - Robert J. Gonzini							
APR 2026							
0000025168	Robert J. Gonzini	05/05/2026		256.28	256.28	open	Y
	ELECTRICAL AND BUILDING INSPECTION SERVI	JESPOSITO					04/30/2026
	01-03-5600-00	ELECTRICAL AND BUILDING INSPECTION SERVI		256.28			
MAY 2027							
0000025169	Robert J. Gonzini	05/05/2026		302.09	302.09	open	Y
	ELECTRICAL & BUILDING INSPECTION SERVICE	JESPOSITO					05/12/2026
	01-03-5600-00	ELECTRICAL & BUILDING INSPECTION SERVICE		302.09			
Total Vendor Gonzini - Robert J. Gonzini				558.37	558.37		

Vendor RUNCO - Runco Office Supplies and Equipment Company

INVOICE REGISTER FOR CITY OF OAKBROOK TERRACE

EXP CHECK RUN DATES 05/01/2026 - 05/12/2026
 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 RUNCO - Runco Office Supplies and Equipment Company

Invoice Number	Inv Ref #	Vendor	Description	GL Distribution	Invoice Date	Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted PO Number	Post Date
6048574-0	0000025140	Runco Office Supplies and Equipment	12/03/2025	JESPOSITO				140.97	140.97	Open	Y	04/30/2026
		PD COPIER PAPER						140.97				
		01-02-6130-00	SUPPLIES									
6093182-1	0000025141	Runco Office Supplies and Equipment	02/12/2026	JESPOSITO				22.50	22.50	Open	Y	04/30/2026
		CH OFFICE SUPPLIES						22.50				
		01-01-6120-00	MAGNETIC HOOKS FOR KEYS									
6135560-0	0000025142	Runco Office Supplies and Equipment	04/21/2026	JESPOSITO				140.97	140.97	Open	Y	04/30/2026
		PD COPIER PAPER						140.97				
		01-02-6120-00	OFFICE SUPPLIES									
6135670-0	0000025143	Runco Office Supplies and Equipment	04/21/2026	JESPOSITO				250.08	250.08	Open	Y	04/30/2026
		CH KITCHEN SUPPLIES						250.08				
		01-01-6120-00	PLATES, CUPS, COFFEE, SNACKS									
6135670-1	0000025144	Runco Office Supplies and Equipment	04/23/2026	JESPOSITO				52.27	52.27	Open	Y	04/30/2026
		CH KITCHEN SUPPLIES						52.27				
		01-01-6120-00	SNACKS									
6142835-0	0000025145	Runco Office Supplies and Equipment	05/01/2026	JESPOSITO				71.30	71.30	Open	Y	05/12/2026
		CH KITCHEN SUPPLIES						71.30				
		01-01-6120-00	COFFEE CUPS, UTENSILS, CREAMERS									
6136608-0	0000025150	Runco Office Supplies and Equipment	04/22/2026	JESPOSITO				281.94	281.94	Open	Y	04/30/2026
		6 CARTONS COPIER PAPER - CH						281.94				
		01-01-6130-00	SUPPLIES									
Total Vendor RUNCO - Runco Office Supplies and Equipment Company												
								960.03	960.03			

Vendor spect - Special T Unlimited

53928	0000025146	Special T Unlimited	04/24/2026	JESPOSITO				300.00	300.00	Open	Y	04/30/2026
		RECRUITMENT UNIFORM - HALLIN						300.00				
		01-02-5715-00	UNIFORM ALLOWANCE									

Total Vendor spect - Special T Unlimited

INVOICE REGISTER FOR CITY OF OAKBROOK TERRACE
 EXP CHECK RUN DATES 05/01/2026 - 05/12/2026
 POSTED AND UNPOSTED
 OPEN AND PAID

Invoice Number	Vendor	Invoice Date	Due Date	Invoice Amount	Amount Due	Status	Posted	PO Number
Inv Ref #	Description	Entered By					Date	
	GL Distribution							

Vendor spect - Special T Unlimited
 300.00 300.00

Vendor subdoor - Suburban Door Check & Lock Service, Inc.
 IN591067
 0000025107 Suburban Door Check & Lock Service, 04/30/2026
 KEY CUTTING AND KEY CLIP PD CWARD
 01-02-6190-00 NON-CAPITAL EQUIPMENT
 57.00 57.00 open 04/30/2026
 Total Vendor subdoor - Suburban Door Check & Lock Service, Inc.
 57.00 57.00

Vendor SUBURS - Suburban Laboratories, Inc.
 GA6002090
 0000025097 Suburban Laboratories, Inc. 04/29/2026
 COLIFORM AND TTHM HAA AND LEAD AND COPPE CWARD
 03-12-5600-00 PROFESSIONAL/TECHNICAL SERVICE
 381.25 381.25 open 04/30/2026
 Total Vendor SUBURS - Suburban Laboratories, Inc.
 381.25 381.25

Vendor SUMMIT RAC - SUMMIT RACING EQUIPMENT - AUTOSALES INCORPORATED
 9179657
 0000025100 SUMMIT RACING EQUIPMENT - AUTOSALES 04/23/2026
 LEVELING KIT - SQUAD 9 ALOZANO
 01-02-5663-00 VEHICLE MAINT. & REPAIR
 112.94 112.94 open 04/30/2026
 Total Vendor SUMMIT RAC - SUMMIT RACING EQUIPMENT - AUTOSALES INCORPORATED
 112.94 112.94

Vendor BankNYM - The Bank of New York Mellon
 OAKBTER13 4/17/
 0000025152 The Bank of New York Mellon 04/17/2026
 BOND INTEREST PAYMENT JESPOSITO
 09-12-7170-00 BOND INTEREST PAYMENT
 15,300.00 15,300.00 open 05/12/2026
 CT 2114932 4/17
 0000025153 The Bank of New York Mellon 04/17/2026
 GNL. OBLIGATION REFUNDING BONDS SZ021 JESPOSITO
 09-12-7170-00 BOND INTEREST PAYMENT
 16,435.00 16,435.00 open 05/12/2026
 Total Vendor BankNYM - The Bank of New York Mellon
 31,735.00 31,735.00

Vendor TKB - TKB Associates, Inc.

INVOICE REGISTER FOR CITY OF OAKBROOK TERRACE

EXP CHECK RUN DATES 05/01/2026 - 05/12/2026
 POSTED AND UNPOSTED
 OPEN AND PAID

Invoice Number	Vendor	Invoice Date	Due Date	Invoice Amount	Amount Due	Status	Posted PO Number
Inv Ref #	Description	Entered By					Post Date

Vendor TKB - TKB Associates, Inc.							
16012	TKB Associates, Inc.		04/14/2026	1,425.55	1,425.55	Open	Y
0000025147	MSE10 LASERFIGHE SOFTWARE		JESPOSITO				05/12/2026
	01-01-6150-00		LASERFIGH ANNUAL SOFTWARE SUBSCRIPTION	1,425.55			
Total Vendor TKB - TKB Associates, Inc.				<u>1,425.55</u>	<u>1,425.55</u>		

Vendor Westmont - Westmont Lincoln LLC							
0024955	Westmont Lincoln LLC		05/01/2026	41,916.63	0.00	Part d	Y
0000025108	2026 FORD EXPLORER		JESPOSITO				05/01/2026
	09-12-7130-13		2026 FORD EXPLORER	41,916.63			
Total Vendor Westmont - Westmont Lincoln LLC				<u>41,916.63</u>	<u>0.00</u>		

Vendor westmech - Westside Mechanical, Inc.							
S243532	Westside Mechanical, Inc.		04/30/2026	1,269.09	1,269.09	Open	Y
0000025101	MOTOR INSTALL ON OVERHEAD HEATER IN PD S CHARD		BUILDING MAINTENANCE	1,269.09			04/30/2026
	01-02-5770-00						
Total Vendor westmech - Westside Mechanical, Inc.				<u>1,269.09</u>	<u>1,269.09</u>		

# of Invoices:	111	# Due:	110	Totals:	285,130.74	243,214.11
# of Credit Memos:	0	# Due:	0	Totals:	0.00	0.00
Net of Invoices and Credit Memos:					285,130.74	243,214.11
* 6 Net Invoices have Credits Totaling:					(63.38)	

--- TOTALS BY FUND ---

01 CORPORATE FUND	199,447.98	199,447.98
03 WATER FUND	12,031.13	12,031.13
09 CAPITAL IMPROVEMENTS FUND	73,651.63	31,735.00

--- TOTALS BY DEPT/ACTIVITY ---

00	3,094.28	3,094.28
01 EXECUTIVE MANAGEMENT	60,264.08	60,264.08
02 PUBLIC SAFETY	80,212.27	80,212.27

INVOICE REGISTER FOR CITY OF OAKBROOK TERRACE

EXP CHECK RUN DATES 05/01/2026 - 05/12/2026
 POSTED AND UNPOSTED
 OPEN AND PAID

Invoice Number	Vendor Description	GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted PO Number	Post Date
03	BUILDING & ZONING				12,046.44	12,046.44			
04	PUBLIC WORKS				24,243.86	24,243.86			
06	TOURISM				10,284.19	10,284.19			
10	POLICE COMMISSION				875.00	875.00			
11	FINANCE				8,427.86	8,427.86			
12	OPERATING				85,682.76	43,766.13			



April 10, 2026

Dear Mayor Esposito and City Council,

The Oakbrook Terrace Park District respectfully requests a waiver of permit fees associated with the installation of a mechanized gate at Terrace View Park, located at 17W063 Hodges Road in Oakbrook Terrace. Installation will proceed upon approval of the permit.

This mechanized gate will replace the existing manual gate and is intended to prevent unauthorized vehicle access beyond the parking lot and into the park. The improvement will enhance operational efficiency for Park District staff while helping maintain a safe environment for drivers, park visitors, and participants at the Lake View Nature Center.

We appreciate your consideration of this request. If you have any questions regarding the project, please feel free to contact me at (630) 627-6100 or shannon@obtpd.org.

Sincerely,

A handwritten signature in black ink, appearing to read "Shannon Elsey", is written over a light blue horizontal line.

Shannon Elsey
Executive Director
Oakbrook Terrace Park District

ORDINANCE NO. 26 - 54

AN ORDINANCE TO APPROVE AND AUTHORIZE THE WAIVER OF THE BUILDING PERMIT FEE FOR THE OAKBROOK TERRACE PARK DISTRICT

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, a governmental entity, is proposing the installation of a mechanized gate at Terrace View Park located at 17W063 Hodges Road in the City;

WHEREAS, Section 154.11 of the Code of Oakbrook Terrace, Illinois, authorizes the City Council to approve a waiver of any or all fees for the benefit of any governmental entity, except for deposits made to reimburse the City for the costs of professional, architectural, planning, engineering and legal services and fees used to pay the City’s out-of-pocket costs, including, but not limited to, publication costs and fees for the services of a court reporter; and

WHEREAS, the corporate authorities of the City deem it necessary, desirable and in the best interests of the City to grant a waiver of the City’s building permit fee to the Oakbrook Terrace Park District for the installation of a mechanized gate at Terrace View Park in the City;

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

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

Section 2: It Is hereby determined that it is advisable, necessary and in the public interest that the City, pursuant to Section 154.11 of the Code of Oakbrook Terrace, Illinois, grant the Oakbrook Terrace Park District a waiver of the City’s building permit fee for the installation of a mechanized gate at Terrace View Park in the City.

Section 3: The Building and Zoning Administrator shall be and is hereby authorized and directed to accept and process the building permit application of the Oakbrook Terrace Park District for the installation of a mechanized gate at Terrace View Park in the City without the payment of a building permit fee otherwise required by the Code of Oakbrook Terrace, Illinois.

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

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

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

ADOPTED this 12th day of May 2026, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this this 12th day of May 2026.

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

ATTESTED and filed in my office,
this this 12th day of May 2026.

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



Interdepartmental Memo

To: Tanya Walker, City Administrator

From: Craig Ward, Director of Public Services

Re: CIP 2026-27 Equipment Purchase Orders

Date: May 7, 2026

Attached are quotes for purchase order generation for the following budget approved items:

- 1. 2026 John Deere Front-End Loader in the amount of \$191,324.94. Will be purchased from Westside Tractor with approved State Contract pricing. Our current front-end loader is a 1994 John Deere.**
- 2. 2026 Ford F-450 1-Ton 4x4 Dump Body with Plow Package in the amount of \$131,000. The F-450 Cab and Chassis is purchased from Sutton Ford which is the current approved vendor of the State Contract. The upfitting which includes the dump body and snow plow package is performed by Monroe Truck Equipment, which is an approved State Contract upfitter. Our current F-450 Dump body is a 2001 model year and would be declared surplus and auctioned off on MuniBid which is an approved public auction website.**

ORDINANCE NO. 26 - ____

AN ORDINANCE APPROVING THE ISSUANCE OF PURCHASE ORDERS BY THE CITY OF OAKBROOK TERRACE, ILLINOIS, TO SUTTON FORD FOR ONE (1) 2026 F450 SUPER DUTY CHASSIS CAB AND TO MONROE TRUCK EQUIPMENT, INC. FOR ONE SNOWFIGHTER PACKAGE

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

WHEREAS, the Governmental Joint Purchasing Act (30 ILCS 525/1 *et seq.*) authorizes the City to purchase personal property, supplies and services jointly with one or more other governmental units;

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

WHEREAS, the corporate authorities of the City have determined that funds are available and that it is necessary, desirable and in the best interest of the City that the City purchase one (1) 2026 Ford F450 Super Duty Chassis Cab through the Suburban Purchasing Cooperative operating to facilitate joint governmental purchases, from Sutton Ford of Matteson, Illinois;

WHEREAS, the price to be paid by the City of Sixty-Nine Thousand Eight Hundred Forty Dollars (\$69,840.00) has been established within one year preceding the issuance of the purchase order by the City, by open and competitive bidding through the Suburban Purchasing Cooperative;

WHEREAS, in the opinion of two-thirds of the corporate authorities, it is advisable, necessary and in the public interest that the City waive advertising for competitive bids, waive the procedure prescribed for the submission of competitive bids and authorize the issuance of a Purchase Order to Sutton Ford of Matteson, Illinois for one (1) 2026 Ford F450 Super Duty Chassis Cab for the City;

WHEREAS, the corporate authorities of the City have determined that funds are available and that it is necessary, desirable and in the best interest of the City that the City purchase one (1) Snowfighter Package for the 2026 Ford F450 Super Duty Chassis Cab through Sourcewell, formerly known as the National Joint Purchasing Alliance, a unit of government of the State of Minnesota operating to facilitate joint governmental purchases, from Monroe Truck Equipment Inc. of Joliet, Illinois;

WHEREAS, the price to be paid by the City of not to exceed Sixty Thousand Eight Hundred Ninety-One Dollars (\$60,891.00) has been established within one year preceding the

issuance of the purchase order by the City, by open and competitive bidding through Sourcewell, formerly known as the National Joint Purchasing Alliance; and

WHEREAS, in the opinion of two-thirds of the corporate authorities, it is advisable, necessary and in the public interest that the City waive advertising for competitive bids, waive the procedure prescribed for the submission of competitive bids and authorize the issuance of a Purchase Order to Monroe Truck Equipment Inc. of Joliet, Illinois for one (1) Snowfighter Package for the 2026 Ford F450 Super Duty Chassis Cab for the City;

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

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

Section 2: It is hereby determined that it is advisable, necessary and in the public interest that the City waive advertising for competitive bids, waive the procedure prescribed for the submission of competitive bids and authorize the issuance of a Purchase Order for the purchase of one (1) 2026 Ford F450 Super Duty Chassis Cab to Sutton Ford of Matteson, Illinois, through the Suburban Purchasing Cooperative operating to facilitate joint governmental purchases with the equipment as set forth in the Purchase Order.

Section 3: It is hereby determined that it is advisable, necessary and in the public interest that the City waive advertising for competitive bids, waive the procedure prescribed for the submission of competitive bids and authorize the issuance of a Purchase Order for the purchase of one (1) Snowfighter Package for the 2026 Ford F450 Super Duty Chassis Cab through Sourcewell, formerly known as the National Joint Purchasing Alliance, a unit of government of the State of Minnesota operating to facilitate joint governmental purchases, from Monroe Truck Equipment Inc. of Joliet, Illinois with the equipment as set forth in the Purchase Order.

Section 4: The City Administrator on behalf of the City shall be and is hereby authorized to issue or, in the alternative, the action of the City Administrator is hereby ratified in executing and issuing, a Purchase Order to Sutton Ford of Matteson, Illinois, through the Suburban Purchasing Cooperative, for the purchase of one (1) 2026 Ford F450 Super Duty Chassis Cab for the City, a copy of which Purchase Order is attached hereto marked as Exhibit "A" and made a part hereof.

Section 5: The City Administrator on behalf of the City shall be and is hereby authorized to issue or, in the alternative, the action of the City Administrator is hereby ratified in executing and issuing, a Purchase Order to Monroe Truck Equipment Inc. of Joliet, Illinois, through Sourcewell, formerly known as the National Joint Purchasing Alliance, for the purchase of one (1) Snowfighter Package for the 2026 Ford F450 Super Duty Chassis Cab, a copy of which Purchase Order is attached hereto marked as Exhibit "B" and made a part hereof.

Section 6: All ordinances and resolutions, or parts thereof, in conflict with the provisions of this ordinance are, to the extent of such conflict, expressly repealed.

Section 7: This ordinance shall be in full force and effect upon its passage, approval by a two-thirds majority vote of the corporate authorities holding office and publication in accordance with law.

ADOPTED this 26th day of May 2026, pursuant to a roll call vote as follows:

AYES: _____

NAYES: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 26th day of May 2026.

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

ATTESTED and filed in my office,
this 26th day of May 2026.

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

EXHIBIT "A"

PURCHASE ORDER - SUTTON FORD

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

1. SERVICES & DELIVERABLES.

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

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

2. DELIVERY.

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

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

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

4. PAYMENT.

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

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

5. WARRANTIES.

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

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

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

6. INSPECTION.

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

7. INDEPENDENT CONTRACTOR.

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

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

8. SELLER RESPONSIBLE FOR TAXES AND RECORDS.

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

9. INSURANCE.

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

10. INDEMNITY.

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

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

11. CONFIDENTIALITY.

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

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

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

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

12. OWNERSHIP OF WORK PRODUCT.

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

Seller will ensure that Seller's assistants appropriately waive any and all claims and assign to the City of Oakbrook Terrace any and all rights or any interests in any Work Product or original works created in connection with this

Agreement. Seller irrevocably agrees not to assert against the City of Oakbrook Terrace or its direct or indirect customers, assignees or licensees any claim of any intellectual property rights of Seller affecting the Work Product.

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

13. TERMINATION.

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

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

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

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

14. REMEDIES.

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

15. FORCE MAJEURE.

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

16. SEVERABILITY.

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

17. LIMITATION OF LIABILITY.

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

18. ASSIGNMENT; WAIVER.

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

19. NONEXCLUSIVE AGREEMENT.

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

20. NOTICES.

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

21. SURVIVAL OF OBLIGATIONS.

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

22. GOVERNING LAW.

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

23. ENTIRE AGREEMENT; MODIFICATION.

This Agreement is the complete, final and exclusive statement of the terms of the agreement between the parties and supersedes any and all other prior and contemporaneous negotiations and agreements, whether oral or written, between them relating to the subject matter hereof. This Agreement may not be varied, modified, altered, or amended except in writing, including a purchase order or a change order issued by the City of Oakbrook Terrace, signed by the parties. The terms and conditions of this Agreement shall prevail, notwithstanding any variance with

the terms and conditions of any acknowledgment or other document submitted by Seller. Notwithstanding the foregoing, this Agreement will not supersede or take the place of any written agreement which is signed by both parties and covers the same subject matter as this Agreement or its related purchase orders.

24. COMPLIANCE WITH LAWS.

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

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

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

25. INJUNCTIVE RELIEF.

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

26. CERTIFICATIONS.

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

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

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

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

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

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

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

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

26.8 No officer or employee of City of Oakbrook Terrace has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Seller in violation of Section 30.33 of the Code of Oakbrook Terrace, Illinois;

26.9 The Seller has not given to any officer or employee of the City of Oakbrook Terrace any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of Section 30.33 of the Code of Oakbrook Terrace, Illinois; and

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

City of Oakbrook Terrace

Purchase Order

17W275 Butterfield Road
 Oakbrook Terrace, IL 60181-4041
 Phone 630-941-8300
 Fax 630-941-7254

Supplier Name Sutton Ford		Order Date: May 26, 2026
Address 1	21315 Central Avenue	Payment Terms:
Address 2		F.O.B. Point:
City, State Zip	Matteson, Illinois 60443	Freight Terms:
E Mail:	sourednik@suttonford.com	Acct Code:
Phone:	708-720-8040 Cell: 219-670-9099	Tax Exempt No.:
Attn:	Scott Ourednik	

Ship To:

City of Oakbrook Terrace
 17W275 Butterfield Road
 Oakbrook Terrace, IL 60181-4041
 Phone: 630-941-8300
 Attn: Craig Ward, Director of Public Services

Invoice To:

City of Oakbrook Terrace
 17W275 Butterfield Road
 Oakbrook Terrace, IL 60181-4041
 Phone: 630-941-8300
 Attn: Tanya Walker, City Administrator

Tax ID:	Ship via:	Required Ship Date:				
Item	Quantity	Part No.	Description	UM	Price	Total
1	1	F4H	F450 XL REGULAR CHASSIS CAB DRW 4X4 REG CAB 60" CA - 145" WB		\$55,202.00	\$55,202.00
2	1	99T	6.7L POWER STROKE VS TURBO DIESEL		\$10,006.00	\$10,006.00
3	1	LS	VINYL 40/CONSOLE/40		\$323.00	\$323.00
4	1	473	SNOWPLOW PACKAGE		\$228.00	\$228.00
5	1	18B	PLATFORM RUNNING BOARDS (REG CAB)		\$291.00	\$291.00
6	1	61L	FRONT WHEEL WELL LINERS		\$164.00	\$164.00
7	1	872	REAR VIEW CAMERA & PREP PACKAGE		\$468.00	\$468.00
8	1	76C	EXTERIOR BACK UP CHIME		\$210.00	\$210.00
9	1	Z1	OXFORD WHITE		\$0.00	\$0.00
10	1		DELIVERY TO CUSTOMER/ UPFITTER - 1 WAY		\$175.00	\$175.00
11	1		TITLE & "M" PLATES		\$173.00	\$173.00
12	1		FORD PROTECT PREMIUMCARE SERVICE CONTRACT - 5 YEAR/100K MILES		\$2,600.00	\$2,600.00
			TOTAL Price		\$69,840.00	\$69,840.00

Purchase Order Comments

Authorized by:

 Craig Ward, Director of Public Services

Approved by:

 Tanya Walker, City Administrator

City of Oakbrook Terrace

17W275 Butterfield Road

Oakbrook Terrace, IL 60181-4041

Phone 630-941-8300

Fax 630-941-7254

Supplier Name Sutton Ford

Address 1 21315 Central Avenue

Address 2

City, State, Zip Matteson, Illinois 60443

Purchase Order Comments

Please sign below and return acknowledgement of this purchase order.

Name & Title

Date

EXHIBIT "B"

PURCHASE ORDER - MONROE TRUCK EQUIPMENT, INC.

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

1. SERVICES & DELIVERABLES.

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

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

2. DELIVERY.

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

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

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

4. PAYMENT.

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

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

5. WARRANTIES.

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

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

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

6. INSPECTION.

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

7. INDEPENDENT CONTRACTOR.

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

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

8. SELLER RESPONSIBLE FOR TAXES AND RECORDS.

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

9. INSURANCE.

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

10. INDEMNITY.

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

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

11. CONFIDENTIALITY.

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

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

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

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

12. OWNERSHIP OF WORK PRODUCT.

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

Seller will ensure that Seller's assistants appropriately waive any and all claims and assign to the City of Oakbrook Terrace any and all rights or any interests in any Work Product or original works created in connection with this

Agreement. Seller irrevocably agrees not to assert against the City of Oakbrook Terrace or its direct or indirect customers, assignees or licensees any claim of any intellectual property rights of Seller affecting the Work Product.

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

13. TERMINATION.

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

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

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

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

14. REMEDIES.

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

15. FORCE MAJEURE.

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

16. SEVERABILITY.

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

17. LIMITATION OF LIABILITY.

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

18. ASSIGNMENT; WAIVER.

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

19. NONEXCLUSIVE AGREEMENT.

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

20. NOTICES.

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

21. SURVIVAL OF OBLIGATIONS.

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

22. GOVERNING LAW.

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

23. ENTIRE AGREEMENT; MODIFICATION.

This Agreement is the complete, final and exclusive statement of the terms of the agreement between the parties and supersedes any and all other prior and contemporaneous negotiations and agreements, whether oral or written, between them relating to the subject matter hereof. This Agreement may not be varied, modified, altered, or amended except in writing, including a purchase order or a change order issued by the City of Oakbrook Terrace, signed by the parties. The terms and conditions of this Agreement shall prevail, notwithstanding any variance with

the terms and conditions of any acknowledgment or other document submitted by Seller. Notwithstanding the foregoing, this Agreement will not supersede or take the place of any written agreement which is signed by both parties and covers the same subject matter as this Agreement or its related purchase orders.

24. COMPLIANCE WITH LAWS.

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

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

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

25. INJUNCTIVE RELIEF.

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

26. CERTIFICATIONS.

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

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

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

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

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

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

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

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

26.8 No officer or employee of City of Oakbrook Terrace has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Seller in violation of Section 30.33 of the Code of Oakbrook Terrace, Illinois;

26.9 The Seller has not given to any officer or employee of the City of Oakbrook Terrace any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of Section 30.33 of the Code of Oakbrook Terrace, Illinois; and

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

City of Oakbrook Terrace

Purchase Order

17W275 Butterfield Road
 Oakbrook Terrace, IL 60181-4041
 Phone 630-941-8300
 Fax 630-941-7254

Supplier Name Monroe Truck Equipment Inc.

Order Date: May 26, 2026

Address 1 3350 Channahon Road

Payment Terms:

Address 2

F.O.B. Point:

City, State Zip Joliet, Illinois 60436

Freight Terms:

E Mail:

Acct Code:

Phone: 779-861-1570
 Kendall Blumeyer / Bob
Attn: Drews

Tax Exempt No.:

Ship To:

City of Oakbrook Terrace
 17W275 Butterfield Road
 Oakbrook Terrace, IL 60181-4041
 Phone: 630-941-8300
 Attn: Craig Ward, Director of Public Services

Invoice To:

City of Oakbrook Terrace
 17W275 Butterfield Road
 Oakbrook Terrace, IL 60181-4041
 Phone: 630-941-8300
 Attn: Tanya Walker, City Administrator

Tax ID:		Ship via:		Required Ship Date:		
Item	Quantity	Part No.	Description	UM	Price	Total
1	1		9', MTE D-SERIES, 7 GA. STAINLESS STEEL, 3-4 YD CAPACITY, RIGID SIDE, DUMP BODY W/ AR FLOORING - 7 GA. AR-400 {ABRASIVE RESISTANCE), 145,000 PSI YIELD STRENGTH FLOOR - 7 GA., 45,000 PSI YIELD STRENGTH STAINLESS STEEL SIDES & ENDS - 16" H DOUBLE WALL SIDES, 22" H TAILGATE - HEAVY DUTY FRONT BULKHEAD WITH INTEGRAL 12" TAPERED CAB SHIELD & TAPERED LASER CUT WINDOW - INTERNAL DIRT SHEDDING TOP RAILS & TAILGATE - CROSS-MEMBERLESS UNDERSTRUCTURE W/ STAINLESS STEEL LONG SILLS - SINGLE-LEVER RELEASE, QUICK DROP TAILGATE - L.E.D. FMVSS108 LIGHTS & REFLECTORS - LONG LIFE & CORROSION RESISTANT - UNDERCOATED			
2	1		POLY SIDE BOARDS WITH SPRING LOADED S.S. SHOVEL HOLDERS FULL POLY FENDERS WITH SMALL RUBBER FLAPS			
3	1		DOUBLE ACTING CENTRAL HYDRAULICS SUB-FRAME STYLE SCISSOR HOIST - BODY UP LIGHT PROGRAMMED INTO 5100			
4	1		PINTLE PLATE - 2-1/2" RECEIVER IN 1/2" PLATE - 1800 TONGUE CAPACITY/ 18,000 TOWING			

			<p>CAPACITY</p> <ul style="list-style-type: none"> - 7 WAY RV STYLE TRAILER PLUG - BACKUP ALARM - INSTALLATION OF FORD O.E.M. CAMERA (IF AVAILABLE) 			
5	1		<p>STOP/TURN/TAIL LIGHTS: L.E.O. FLUSH-MOUNTED ON REAR DUMP BODY POSTS</p> <p>U PGRADE O.E.M. FRAME MOUNTED TAIL LIGHTS TO L.E.D.</p>			
6	1		<p>WHELEN RESPONDER, L.E.D. AMBER MINI LIGHT-BAR</p> <ul style="list-style-type: none"> - MOUNTED ON FRONT OF CAB GUARD EXTENDING OVER CAB - 360 DEGREE AROUND VEHICLE 			
7	4		<p>NORTH AMERICAN SIGNAL AMBER/CLEAR LED FLUSH MOUNTED STROBES</p> <ul style="list-style-type: none"> - (2) MOUNTED ON FRONT GRILL (SEPARATE SWITCH) - (2) MOUNTED ON REAR PILLARS OF DUMP BODY 			
8	1		<p>CLEAR, L.E.D. SPREADER LIGHT</p>			
9	1		<p>MTE/FORCE AMERICA HYDRAULICS PACKAGE {ELEC HOIST/BOSS PLOW W/ SMART HITCH {SPIN/AUG)) STAINLESS</p> <ul style="list-style-type: none"> - TRANSMISSION MOUNTED PTO/PUMP - MANIFOLD VALVE ASSEMBLY - 13 GALLON CAPACITY STAINLESS STEEL HYDRAULIC RESERVOIR/ENCLOSURE WITH INTERNAL FILTER - FILLER/BREATHING CAP, LEVEL/TEMP SIGHT GLASS, 3/4" MAGNETIC PLUG - FILTER CONDITION INDICATOR 			
10	1		<ul style="list-style-type: none"> - SUCTION STRAINER - WEATHER TIGHT COVER - HYDRAULIC RESERVOIR/ENCLOSURE WILL BE MOUNTED ON FRAME RAIL - FORCE S100EX GROUND BASED SPREADER CONTROL - ELECTRIC SWITCH IN DASH FOR HOIST - ARMREST MOUNTED PLOW JOYSTICK AND SPREADER CONTROLS - MISCELLANEOUS HOSES & FITTINGS 			
11	1		<p>9' BOSS SUPER DUTY STEEL STRAIGHT BLADE SNOWPLOW</p> <ul style="list-style-type: none"> - PLUMBED INTO CENTRAL HYDRAULICS ON CHASSIS - SMART HITCH 2 - JOYSTICK CONTROLLER - SL3 L.E.D. LIGHTING W/ ICE SHIELD TECHNOLOGY - SMARTSHIELD - HIGH-PERFORMANCE HYDRAULIC PACKAGE - ENCLOSED HYDRAULICS - CHAINLESS HYDRAULIC CYLINDER LIFTING SYSTEM - HEAVY-DUTY PUSH FRAME - REINFORCED STEEL MOLDBOARD 			

			- CAST-IRON PLOW SHOES - RUBBER SNOW DEFLECTOR - INSTALLED - TWO-YEAR LIMITED WARRANTY			
12	1		MONROE UNDER-TAILGATE, DIRECT DRIVE SPREADER (MS966-RF-DD) - 201 STAINLESS STEEL - 6" DIA. AUGER W/ REVERSE FLIGHTING FOR LEFT OF CENTER DISCHARGE - 7 GA., 96" TROUGH W/ 1/4" END PLATES - ONE-PIECE, REMOVABLE & HINGED, COMBINATION COVER & REAR PANEL - HEAVY-DUTY, STEEL ROD, CAPTIVE LATCHES - QUICK DETACH MOUNTING BRACKETS - TAILGATE SHIELDS - SELF-LEVELING STAINLESS SPINNER ASSEMBLY W/ POLY DISC - S/f/ T (3) LIGHT BAR ASSEMBLY - INSTALLED			
13	1		24" X 18" X 18" ALUMINUM UNDERBODY TOOL BOX W/ 3 POINT LATCH - CURBSIDE			
			TOTAL Price		\$60,891.00	\$60,891.00

Purchase Order Comments

Authorized by:

Craig Ward, Director of Public Services

Approved by:

Tanya Walker, City Administrator

City of Oakbrook Terrace

17W275 Butterfield Road

Oakbrook Terrace, IL 60181-4041

Phone 630-941-8300

Fax 630-941-7254

Supplier Name West Side Tractor Sales

Address 1 3300 Ogden Avenue

Address 2

City, State, Zip Lisle, Illinois 60532

Purchase Order Comments

Please sign below and return acknowledgement of this purchase order.

Name & Title

Date

ORDINANCE NO. 26 - __

AN ORDINANCE APPROVING THE ISSUANCE OF A PURCHASE ORDER BY THE CITY OF OAKBROOK TERRACE, ILLINOIS, TO SOURCEWELL FOR ONE (1) 2026 JOHN DEERE 444 P FOUR WHEEL DRIVE LOADER

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

WHEREAS, the Governmental Joint Purchasing Act (30 ILCS 525/1 *et seq.*) authorizes the City to purchase personal property, supplies and services jointly with one or more other governmental units;

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

WHEREAS, the corporate authorities of the City have determined that funds are available and that it is necessary, desirable and in the best interest of the City that the City purchase one (1) 2026 John Deere 444 P four-wheel-drive loader through Sourcewell, formerly known as the National Joint Purchasing Alliance, a unit of government of the State of Minnesota operating to facilitate joint governmental purchases, from West Side Tractor Sales of Lisle, Illinois;

WHEREAS, the price to be paid by the City of One Hundred Ninety-One Thousand Three Hundred Twenty Four and 94/100 Dollars (\$191,324.94) has been established within one year preceding the issuance of the purchase order by the City, by open and competitive bidding through Sourcewell, formerly known as the National Joint Purchasing Alliance; and

WHEREAS, in the opinion of two-thirds of the corporate authorities, it is advisable, necessary and in the public interest that the City waive advertising for competitive bids, waive the procedure prescribed for the submission of competitive bids and authorize the issuance of a Purchase Order to West Side Tractor Sales of Lisle, Illinois, for one (1) 2026 John Deere 444 P four-wheel-drive loader for the City.

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

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

Section 2: It is hereby determined that it is advisable, necessary and in the public interest that the City waive advertising for competitive bids, waive the procedure prescribed for the submission of competitive bids and authorize the issuance of a Purchase Order for the purchase of one (1) 2026 John Deere 444 P four-wheel-drive loader to West Side Tractor Sales of Lisle, Illinois, through Sourcewell, formerly known as the National Joint Purchasing Alliance,

a unit of government of the State of Minnesota, operating to facilitate joint governmental purchases with the equipment as set forth in the Purchase Order.

Section 3: The City Administrator on behalf of the City shall be and is hereby authorized to issue or, in the alternative, the action of the City Administrator is hereby ratified in executing and issuing, a Purchase Order to West Side Tractor Sales of Lisle, Illinois, through Sourcewell, formerly known as the National Joint Purchasing Alliance, for the purchase of one (1) 2026 John Deere 444 P four-wheel-drive loader for the City, a copy of which Purchase Order is attached hereto marked as Exhibit "A" and made a part hereof.

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

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

ADOPTED this 26th day of May 2026, pursuant to a roll call vote as follows:

AYES: _____

NAYES: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 26th day of May 2026.

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

ATTESTED and filed in my office,
this 26th day of May 2026.

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

EXHIBIT "A"
PURCHASE ORDER

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

1. SERVICES & DELIVERABLES.

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

This writing does not constitute a firm offer within the meaning of Section 2-205 of the Illinois Commercial Code (810 ILCS 5/2-205) and may be revoked at any time prior to acceptance. This Agreement may not be added to, modified, superseded or otherwise altered, except by writing signed by the City of Oakbrook Terrace City Manager.

Any terms or conditions contained in any acknowledgment, invoice or other communication of Seller, which are inconsistent with the terms and conditions herein, are hereby rejected. To the extent that this Agreement might be treated as an acceptance of Seller's prior offer, such acceptance is expressly made on condition of assent by Seller to the terms hereof and shipment of the Goods, or beginning performance of any Services by Seller shall constitute such assent. The City of Oakbrook Terrace hereby reserves the right to reschedule any delivery or cancel any purchase order issued at any time prior to shipment of the Goods or prior to commencement of any Services. The City of Oakbrook Terrace shall not be subject to any charges or other fees as a result of such cancellation.

2. DELIVERY.

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

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

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

4. PAYMENT.

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

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

5. WARRANTIES.

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

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

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

6. INSPECTION.

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

7. INDEPENDENT CONTRACTOR.

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

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

8. SELLER RESPONSIBLE FOR TAXES AND RECORDS.

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

9. INSURANCE.

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

10. INDEMNITY.

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

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

11. CONFIDENTIALITY.

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

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

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

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

12. OWNERSHIP OF WORK PRODUCT.

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

Seller will ensure that Seller's assistants appropriately waive any and all claims and assign to the City of Oakbrook Terrace any and all rights or any interests in any Work Product or original works created in connection with this

Agreement. Seller irrevocably agrees not to assert against the City of Oakbrook Terrace or its direct or indirect customers, assignees or licensees any claim of any intellectual property rights of Seller affecting the Work Product.

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

13. TERMINATION.

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

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

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

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

14. REMEDIES.

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

15. FORCE MAJEURE.

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

16. SEVERABILITY.

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

17. LIMITATION OF LIABILITY.

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

18. ASSIGNMENT; WAIVER.

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

19. NONEXCLUSIVE AGREEMENT.

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

20. NOTICES.

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

21. SURVIVAL OF OBLIGATIONS.

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

22. GOVERNING LAW.

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

23. ENTIRE AGREEMENT; MODIFICATION.

This Agreement is the complete, final and exclusive statement of the terms of the agreement between the parties and supersedes any and all other prior and contemporaneous negotiations and agreements, whether oral or written, between them relating to the subject matter hereof. This Agreement may not be varied, modified, altered, or amended except in writing, including a purchase order or a change order issued by the City of Oakbrook Terrace, signed by the parties. The terms and conditions of this Agreement shall prevail, notwithstanding any variance with

the terms and conditions of any acknowledgment or other document submitted by Seller. Notwithstanding the foregoing, this Agreement will not supersede or take the place of any written agreement which is signed by both parties and covers the same subject matter as this Agreement or its related purchase orders.

24. COMPLIANCE WITH LAWS.

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

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

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

25. INJUNCTIVE RELIEF.

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

26. CERTIFICATIONS.

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

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

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

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

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

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

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

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

26.8 No officer or employee of City of Oakbrook Terrace has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Seller in violation of Section 30.33 of the Code of Oakbrook Terrace, Illinois;

26.9 The Seller has not given to any officer or employee of the City of Oakbrook Terrace any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of Section 30.33 of the Code of Oakbrook Terrace, Illinois; and

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

City of Oakbrook Terrace

Purchase Order

17W275 Butterfield Road
 Oakbrook Terrace, IL 60181-4041
 Phone 630-941-8300
 Fax 630-941-7254

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Supplier

Name	West Side Tractor Sales	Order Date:	May 26, 2026
Address 1	3300 Ogden Avenue	Payment Terms:	
Address 2		F.O.B. Point:	
City, State Zip	Lisle, Illinois 60532	Freight Terms:	
E Mail:	firect@tbecker@wstsales.com	Acct Code:	
Phone:	630-355-7150	Tax Exempt No.:	
Attn:	Tom Becker		

Ship To:

City of Oakbrook Terrace
 17W275 Butterfield Road
 Oakbrook Terrace, IL 60181-4041
 Phone: 630-941-8300
 Attn: Craig Ward, Director of Public Services

Invoice To:

City of Oakbrook Terrace
 17W275 Butterfield Road
 Oakbrook Terrace, IL 60181-4041
 Phone: 630-941-8300
 Attn: Tanya Walker, City Administrator

Tax ID:		Ship via:		Required Ship Date:		
Item	Quantity	Part No.	Description	UM	Price	Total
1	1	6011D	444 P-Tier Wheel Loader		\$227,739.00	\$227,739.00
2	1	0202	United States		\$0.00	\$0.00
3	1	0259	English		\$0.00	\$0.00
4	1	0351	Translated Text Labels		\$0.00	\$0.00
5	1	0400	Standard Loader		\$0.00	\$0.00
6	1	0451	Standard Z-BAR		\$0.00	\$0.00
7	1	0611	Level 1 Trim includes: Flat Black Exhaust, 100 Amp Alternator, 8 Amp Converter, Halogen Work & Drive Lights, Deluxe Seat, Cloth w/Air Suspension, Less Radio, Less Ride Control		\$0.00	\$0.00
8	1	0655	Level 2 Performance includes: Locking Front Differential, Locking Rear Differential, Auto Diff Lock, Throttle Lock, Wheel Spin Control, 4-Speed Powershift Transmission		\$4,960.00	\$4,960.00
9	1	0951	Rear Camera (Primary Display)		\$0.00	\$0.00
10	1	11100	Less Detection System		\$0.00	\$0.00
11	1	1301	Left Side Steps		\$0.00	\$0.00
12	1	183E	JDLink™		\$0.00	\$0.00
13	1	2206	SmartWeigh		\$4,643.00	\$4,643.00
14	1	4065	John Deere 4.5L - FT4/SV		\$15,473.00	\$15,473.00
15	1	6522	Rear Counterweight & Rear Hitch w/ Pin		\$0.00	\$0.00
16	1	7026	Joystick Controls		\$0.00	\$0.00

17	1	7053	Two Function Hydraulics		\$0.00	\$0.00
18	1	5107	Michelin XHA2 - 17.5R25 L3 1-Star Radial Tires w/ 3 PC Rims		\$17,348.00	\$17,348.00
19	1	5552	Standard Front Fenders		\$0.00	\$0.00
20	1	7408	Factory Pin-on Bucket Ready		\$0.00	\$0.00
21	1	7813	2.50 YD (1.90 CM) Enhanced Performance		\$9,155.00	9,155.00
22	1	7458	Bolt-On Cutting Edge		\$1,052.00	\$1,052.00
23		7500	Less Fork Frame		\$0.00	\$0.00
24		7700	Less Tines		\$0.00	\$0.00
25	1	8500	Cold Weather Package includes: Block Heater, Hydrau XR Hydraulic Oil		\$534.00	\$534.00
26	1	8295	Heated And Powered Exterior Mirrors		\$770.00	\$770.00
27	1	8522	Guards - Transmission & Bottom		\$2,200.00	\$2,200.00
28		8502	Maintenance and Service Package includes: Engine Compartment Light, Environmental Drain		\$639.00	\$639.00
29	1	8508	Auxiliary Equipment Package includes: Beacon Light, Seat Belt Indicator Beacon Light, Fire Extinguisher, Slow Moving Vehicle Emblem, License Plate Bracket		\$1,211.00	\$1,211.00
30	1	8042	Axle Oil Cooling and Filtration		\$2,928.00	\$2,928.00
31	1		Discount 38.0%		\$109,687.76	\$109,687.76
32	1		Factory Freight Destination Lisle, IL 60532		\$2,905.14	\$2,905.14
33	1		Dealer provide Pre-Delivery Inspection, Supplies and Fuel Fill		\$2,050.00	\$2,050.00
34	1		Dealer Provided Delivery		\$700.00	\$700.00
35	1		Labor for field installed kits		\$0.00	\$0.00
36	1		Extended Warranty: Extended 84/4000 Comprehensive Warranty Machine Only		\$6,705.56	\$6,705.56
			TOTAL Price		\$191,324.94	\$191,324.94

Purchase Order Comments

Authorized by:

Craig Ward, Director of Public Services

Approved by:

Tanya Walker, City Administrator

City of Oakbrook Terrace

17W275 Butterfield Road

Oakbrook Terrace, IL 60181-4041

Phone 630-941-8300

Fax 630-941-7254

Supplier Name West Side Tractor Sales

Address 1 3300 Ogden Avenue

Address 2

City, State, Zip Lisle, Illinois 60532

Purchase Order Comments

Please sign below and return acknowledgement of this purchase order.

Name & Title

Date

LEGAL SERVICES AGREEMENT

THIS AGREEMENT (hereinafter referred to as the “Agreement”) is effective this 1st day of May 2026, by and between the City of Oakbrook Terrace, an Illinois municipal corporation (hereinafter referred to as the “City”), and Richard J. Ramello, Senior Counsel to the law firm of Storino, Ramello & Durkin, an Illinois partnership (hereinafter referred to as the “Attorney”).

WHEREAS, the Attorney has been serving as Corporation Counsel to the City;

WHEREAS, the Attorney, formerly a partner in the law firm of Storino, Ramello & Durkin has, effective May 1, 2026, transitioned from partner to Senior Counsel and has become an independent contractor to the law firm;

WHEREAS, the Attorney has been appointed by the Mayor, with the advice and consent of the City Council, as Corporation Counsel of the City; and

WHEREAS, the corporate authorities of the City deem it desirable and in the best interest of the City to enter into this Agreement with the Attorney to provide for the terms and conditions of that appointment;

NOW, THEREFORE, IT IS MUTUALLY AGREED between the City and the Attorney, as follows:

1. The Mayor shall appoint the Attorney as the City’s Corporation Counsel and submit the appointment to the City Council for its advice and consent. Provided that the City Council consents to the appointment of the Attorney as the City’s Corporation Counsel, the Mayor shall execute and file with the City Clerk the Certificate of Appointment and a Warrant of Commission of the Attorney as the City’s Corporation Counsel. Thereafter, the Mayor shall administer and the Attorney shall take and execute an Oath of Office as the City’s Corporation Counsel. Pursuant to Section 3.1-10-30 of the Illinois Municipal Code, 65 ILCS 3.1-10-30, and Section 32-140 of the Code of Oakbrook Terrace, Illinois, the Attorney shall execute and file with the City Clerk a bond with a surety company authorized to do business in Illinois under the laws of Illinois, payable to the City in the amount of Ten Thousand Dollars (\$10,000) conditioned upon the faithful performance of the duties of the office of City Corporation Counsel and the payment of all monies received by the City Corporation Counsel, according to law and the ordinances of the City. Provided that the surety company is authorized to do business in Illinois under the laws of Illinois, the security of the bond is hereby approved by the City. Pursuant to Section 1 of the Official Bond Payment Act, 5 ILCS 270/1, the City shall pay the full cost of the bond. The Attorney shall be prepared and ready to commence the Services provided for in this Agreement upon the Attorney’s being appointed as the City’s Corporation Counsel, executing the Oath of Office, posting the required Official Bond and at the direction of the City, following execution of this Agreement by the City. In the event that the Mayor fails to appoint the Attorney as the City’s Corporation Counsel or the City Council fails to consent to the appointment of the Attorney as the City’s Corporation Counsel on or before June 23, 2026, this Agreement shall be null and void.

2. The Certificate of Appointment of the Attorney as Corporation Counsel of the City is attached hereto as Exhibit “A” and made a part hereof.

3. The Oath of Office of the Attorney as Corporation Counsel of the City is attached hereto as Exhibit “B” and made a part hereof.

4. The Warrant of Commission of the Attorney as Corporation Counsel of the City is attached hereto as Exhibit “C” and made a part hereof.

5. The City employs the services of the Attorney as Corporation Counsel of the City until such time as the services of the Attorney are terminated as provided herein.

6. The Attorney shall provide legal services to the City, as required by Section 32.061 through and including Section 32.064 of the Code of Oakbrook Terrace, Illinois, which services include the following:

A. The prosecution or defense of any and all suits or actions at law or equity to which the City may be a party, or in which it may be interested or which may be brought against, or by, any officer of the City on behalf of the City, or in the capacity of such person as an officer of the City;

B. The full enforcement of all judgments or decrees rendered or entered in favor of the City and of all similar interlocutory orders;

C. Acting as the legal advisor of the City and rendering advice on all legal questions affecting the City, whenever requested to do so by any City official and upon request by the Mayor, or from two members of the City Council reducing any such opinion in writing;

D. The drafting or supervising of the phraseology of any contracts, leases or other documents or instruments to which the City may be a party; and upon request by the City Council to draft ordinances covering any subjects within the power of the City; and

E. Providing such other legal services as are assigned by the City Council.

7. The Attorney shall cooperate with the City Council members of the City, its staff and its consultants, and, subject to the general direction of the City Council, shall meet with staff members and consultants during normal business hours or otherwise, as shall be mutually convenient, whenever such meetings are necessary for the conduct of City business.

8. The City shall assist and cooperate with the Attorney and shall promptly supply such information, documentation and persons as may be requested by the Attorney to permit the Attorney to effectively advocate the City’s interests.

9. Any documents, data, records or other information relating to the legal representation of the City and all information secured by the Attorney from the City in connection with the performance of legal services, unless in the public domain or unless disclosure is required by law, shall be considered attorney-client privileged, when applicable, and kept confidential by the Attorney. The information shall not be made available to third parties without written consent of the City, unless so required by valid court order. In addition, the Attorney’s Privacy Notice is attached hereto as Exhibit “E” and made a part hereof.

10. The Attorney shall maintain all records relating to the performance of his services under this Agreement which would be subject to inspection and copying under the Freedom of Information Act (5 ILCS 140/1 *et seq.*) 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. The Attorney shall cooperate fully with the City with any request for public records made pursuant to the Freedom of Information Act (5 ILCS 140/1 *et seq.*) by providing full access to and copying of all relevant non-exempt records within a time period which allows the City to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*).

11. Current communication technology, including, but not limited to, cellular telephones, electronic mail and facsimile transmission, contains certain inherent security risks that the information will be intercepted by third parties with no right to hear or see it. Unless otherwise notified by the City, the Attorney will use current communication technology to communicate with the City with the understanding that by agreeing to the use of any means of communication other than in-person private meeting or two-way (as opposed to multi-party) land-line telephone conversations, the City will be giving its consent to, and accepting any risks of disclosure of, confidential information to third parties that may be attendant upon the use of those means of communication.

12. This Agreement shall not require the Attorney to render services for:

A. Litigation to the extent that the City is insured for its liability in such litigation and the contract for insurance assigns to the insurance carrier the right to appoint attorneys for the City;

B. Litigation in courts other than the state courts of Illinois, the United States District Court for the Northern District of Illinois, the United States Court of Appeals for the Seventh Circuit and the United States Supreme Court; and

C. Matters which the services for a specific job require other or additional attorneys, and the City Council employs an attorney or attorneys for the specified matter.

However, the Attorney may be retained to render such services by separate agreement with the City.

13. The City shall compensate the Attorney for such legal services as follows:

A. At the hourly billing rates set forth in Exhibit "E" for services rendered to the City as invoiced by the Attorney to the City from time to time. It is the billing policy of the Attorney to charge time in increments of a tenth of an hour, rounded up, except for telephone calls and electronic mail transmission where the time spent is less than fifteen minutes, in which case the time shall be charged in a minimum increment of one-quarter hour and electronic mail reception where the time spent is less than nine minutes, in which case the time shall be charged in a minimum increment of nine minutes. As to legal matters for which the Attorney refers the matter to or utilizes the services of a lawyer at the law firm of Storino, Ramello & Durkin, the Attorney will share the fee paid by the city for that lawyer's services equally with Storino, Ramello & Durkin. The City hereby consents to that sharing of those

fees. The rates set forth in Exhibit "E" shall not be changed for a period of one calendar year from the date of this Agreement.

B. For bond issues, tax increment financing districts, redevelopment districts, special assessments, special service areas or other legal matters to the extent that payment of fees for such legal services are derived from sources other than City general revenues, the Attorney may, by separate agreement, provide legal services at flat fees, percentage fees or contingent fees as may be appropriate for the particular circumstances.

C. Reimbursement of cash expenditures advanced and expenses incurred by the Attorney on behalf of the City, as invoiced by the Attorney to the City from time to time. Expert witnesses and other consultants retained on behalf of the City will only be retained by prior authorization of the City Administrator. When significant or out of the ordinary third-party invoices are received (e.g., expert witnesses, consultants, special studies, extensive court reporter or filing fees) the charge will be forwarded to the City for direct payment. Categories of typical expenditures and expenses and the basis on which the City will be billed are set forth in Exhibit "F";

D. Upon the termination of this Agreement, any extension of this Agreement or any successor agreement, the Attorney shall provide for the orderly transition and tendering of information to the successor attorneys. The Attorney shall be entitled to receive the hourly compensation set forth in this Agreement, for the time expended tendering and transferring information to the successor attorneys; and

E. Itemized statements of legal services and disbursements will be sent to the City Administrator with a copy to the Finance Director monthly either by United States mail or electronic mail in portable document format (.pdf) format. Payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).

14. The Attorney shall maintain errors and omissions insurance applicable to the services rendered to the City.

15. In the event that legal services excluded from this Agreement are required by the City, the Attorney shall either assume the duty and responsibility for such services at a mutually agreed fee, or the Attorney shall recommend competent attorneys to assume the duty and responsibility for such services at a mutually agreed fee.

16. The Attorney shall function hereunder as an independent contractor and not as an employee of the City.

17. All reports, documents, data and other material constituting the work product of the Attorney hereunder shall become the property of the City, subject to the applicable attorney's lien. Title thereto, free of such lien, shall transfer to the City following payment in full of any sums due to the Attorney. The Attorney, however, shall have the right to maintain for his own files and use copies of such reports, maps, documents and other materials constituting the Attorney's work product.

18. The Attorney shall submit to the City a certification, attached hereto as Exhibit “G,” that the Attorney:

A. Is not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;

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

C. Is in compliance with 775 ILCS 5/2-105(A)(4) requiring a written sexual harassment policy;

D. Is not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1;

E. Will provide a drug-free workplace by:

(1) Publishing a statement:

(a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the Attorney’s workplace;

(b) Specifying the actions that will be taken against employees for violations of such prohibition;

(c) Notifying the employee that, as a condition of employment on such contract, the employee will:

(i) Abide by the terms of the statement; and

(ii) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

(2) Establish a drug-free awareness program to inform employees about:

(a) The dangers of drug abuse in the workplace;

(b) Attorney’s policy of maintaining a drug-free workplace;

(c) Any available drug counseling, rehabilitation, and employee assistance program; and

(d) The penalties that may be imposed upon employees for drug violations;

(3) Making it a requirement to give a copy of the statement required by subparagraph 18(E)(1) to each employee engaged in the performance of the Agreement and to post the statement in a prominent place in the workplace;

(4) Notifying the City within ten (10) days after receiving notice under subparagraph 18(E)(1)(c)(ii) from an employee or otherwise receiving actual notice of such conviction;

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

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

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

F. Provide equal employment opportunities in accordance with the Illinois Human Rights Act (775 ILCS 580/1 *et seq.*) and are in compliance with 775 ILCS 5/2-105(A)(4) requiring a written sexual harassment policy;

G. Certify that no officer or employee of the City that has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Attorney in violation of Sections 30.21 and 30.33 of the Code of Oakbrook Terrace, Illinois, adopted by the City pursuant to the requirements of the State Officials and Employees Ethics Act;

H. Has not given to any officer or employee of the City any gratuity, discount entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Attorney in violation of Section 30.21 and 30.33 of the Code of Oakbrook Terrace, Illinois, adopted by the City pursuant to the requirements of the State Officials and Employees Ethics Act;

I. Is not a part of the immediate family of any officer or employee at or above the level of department head of the City in violation of Section 30.29 of the Code of Oakbrook Terrace, Illinois;

J. Certify that no City officer, spouse or dependent child of a City officer, agent on behalf of any City officer or trust in which a City officer, the spouse or dependent child of a City officer or a beneficiary is a holder of any interest in the Attorney; or, if the Attorney's stock is traded on a nationally recognized securities market, that no City officer, spouse or dependent child of a City officer, agent on behalf of any City officer or trust in which a City

officer, the spouse or dependent child of a City officer or a beneficiary is a holder of more than one percent (1%) of the Attorney, but if any City officer, spouse or dependent child of a City officer, agent on behalf of any City officer or trust in which a City officer, the spouse or dependent child of a City officer or a beneficiary is a holder of less than one percent (1%) of such Contractor, the Attorney have disclosed to the City in writing the name(s) of the holder of such interest;

K. None of Attorney's principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that he is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person;

L. Attorney's principals, shareholders, members, partners or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by the Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person; and

M. Attorney is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United State Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that he is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation.

19. In the event of the Attorney'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 Human Rights Commission, the Attorney 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 Attorney shall:

A. 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, that he will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization;

B. If the Attorney hires additional employees in order to perform this Agreement or any portion of this Agreement, the Attorney will determine the availability (in accordance with the Illinois Human Rights Commission's Rules and Regulations) of minorities and women in the areas from which the Attorney may reasonably recruit, and the Attorney will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized;

C. In all solicitations or advertisements for employees placed by the Attorney or

on the Attorney's behalf, the Attorney 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;

D. Send to each labor organization or representative of workers with which the Attorney has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the Attorney's obligations under the Illinois Human Rights Act and the Illinois Human Rights Commission's Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the Attorney in his efforts to comply with the Illinois Human Rights Act and Illinois Human Rights Commission's Rules and Regulations, the Attorney will promptly notify the Illinois Human Rights Commission and the City and will recruit employees from other sources when necessary to fulfill his obligations under this Agreement;

E. Submit reports as required by the Illinois Human Rights Commission's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Illinois Human Rights Commission or the City and in all respects comply with the Illinois Human Rights Act and the Illinois Human Rights Commission's Rules and Regulations;

F. Permit access to all relevant books, records, accounts and work sites by personnel of the City and the Illinois Human Rights Commission for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Illinois Human Rights Commission's Rules and Regulations;

G. Include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of this Agreement's 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 Attorney will be liable for compliance with applicable provisions of this clause by subcontractors; and further the Attorney will promptly notify the City and the Illinois Human Rights Commission in the event any subcontractor fails or refuses to comply with the provisions. In addition, the Attorney 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;

H. Not maintain or provide for his employees any segregated facilities at any of his establishments, and not permit his employees to perform their services at any location, under his 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 Attorney (except where he has 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 Employment Opportunity clause, and that the Attorney will retain such certifications in his files.

20. Changes and amendments to this Agreement shall only be made in writing and by amendment to this Agreement. The amendment shall be in contract form and shall be approved by the City. This Agreement contains all of the terms, provisions, agreements, conditions and covenants between the parties; and there are no understandings or agreements other than those recited herein.

21. Any notice given hereunder shall be in writing and transmitted via the United States mail, registered or certified, postage pre-paid, via overnight delivery (UPS or FedEx), or via fax with confirmed receipt, or via email, with a confirming fax or overnight delivery addressed to the proper party as follows:

A. If to the City:

City of Oakbrook Terrace
Attention: Ms. Tanya Walker, City Administrator
17W275 Butterfield Road
Oakbrook Terrace, Illinois 60181

B. If to the Attorney:

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

Either party may change its mailing address or other contact information by giving written notice to the other party as provided above. Whenever this Agreement requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this paragraph.

22. When this Agreement becomes effective, it will relate back to May 1, 2026. This Agreement may be terminated by the City upon removal or resignation of the Attorney from the office of Corporation Counsel or by the expiration of the term of the current Mayor of the City of Oakbrook Terrace and the appointment and qualification of their successor. The Attorney shall have the right, if in his sole judgment he believes such action is necessary or appropriate, to withdraw as the attorney representing the City in any matter, without terminating this Agreement or may elect to terminate this Agreement, if the City fails to meet its obligations under this Agreement, refuses to cooperate with the Attorney, refuses to follow the legal advice provided by the Attorney on a material matter or under any other circumstances in which the Attorney's professional or legal responsibilities or obligations mandate or permit termination. The Attorney shall give thirty (30) days' written notice to the City. The City shall cooperate and facilitate the withdrawal by retaining a substitute attorney. Provided that the Attorney is ethically able to do so, at the sole option of the City

Council, all obligations under this Agreement shall continue until a successor attorney is retained but in no event more than sixty (60) days after the effective termination date as set forth in the notice. If this Agreement is terminated for any reason, the termination shall be effective only to terminate the Attorney's services prospectively, and all other terms of this Agreement, including the City's obligation to compensate the Attorney for legal services rendered and expenses incurred prior to the termination shall survive the termination.

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

24. This Agreement shall be governed by the laws of the State of Illinois.

25. The illegality or invalidity of any term or clause of this Agreement shall not affect the validity of the remainder of this Agreement, and the Agreement shall remain in full force and effect as if such illegal or invalid term or clause were not contained herein.

26. The waiver by either party of any breach of this Agreement shall not constitute a waiver as to any other breach.

27. This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral.

28. The Attorney is not advising the City with respect to this Agreement because the Attorney would have a conflict of interest in doing so. If the City desires advice regarding this Agreement, it should seek independent counsel of its choice to do so.

IN WITNESS WHEREOF the parties have executed this Agreement at Oakbrook Terrace, Illinois, the date and year first above written.

RICHARD J. RAMELLO

CITY OF OAKBROOK TERRACE

By: _____
Richard J. Ramello

Paul Esposito, Mayor

Attest:

Michael Shadley, City Clerk

EXHIBIT "A"

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

CERTIFICATE OF APPOINTMENT

TO: Michael Shadley, City Clerk

I, Paul Esposito, Mayor of the City of Oakbrook Terrace, DuPage County, Illinois, do hereby certify that Richard J. Ramello has been duly appointed by me with the advice and consent of the City Council on the 12th day of May 2026, but effective on the 1st day of May 2026, to the office of Corporation Counsel of the City of Oakbrook Terrace, Illinois, effective this date for a term not to exceed that of the current Mayor of the City of Oakbrook Terrace and until his successor shall have been duly appointed and qualified.

Given under my hand and the Corporate Seal of Oakbrook Terrace, Illinois, this 12th day of May 2026.

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

EXHIBIT “B”

CITY OF OAKBROOK TERRACE, ILLINOIS

OATH OF OFFICE

I, Richard J. Ramello, do solemnly swear that I will support the Constitution of the United States, the Constitution of the State of Illinois and that I will faithfully discharge the duties of Corporation Counsel of the City of Oakbrook Terrace to the best of my ability.

Richard J. Ramello

EXHIBIT “C”

**WARRANT OF COMMISSION
FOR THE OFFICE OF CORPORATION COUNSEL
OF THE CITY OF OAKBROOK TERRACE, ILLINOIS**

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

TO ALL TO WHOM THESE PRESENTS SHALL COME:

I, Paul Esposito, Mayor of the City of Oakbrook Terrace, DuPage County, Illinois, a municipal corporation, hereby certify that Richard J. Ramello having been duly appointed by me with the advice and consent of the City Council on the 12th day of May 2026, is hereby commissioned by this warrant to assume the duties of Corporation Counsel, on behalf of the City of Oakbrook Terrace, Illinois, effective on May1, 2026, for a term not to exceed that of the current Mayor of the City of Oakbrook Terrace and until his successor shall have been duly appointed and qualified, and is hereby fully authorized and empowered to assume and perform all the duties of said office according to law and the ordinances of this city.

Given under my hand and the Corporate Seal of Oakbrook Terrace, Illinois, this 12th day of May 2026.

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

[Seal]

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

EXHIBIT “D”

PRIVACY NOTICE

Attorneys, like other professionals who advise on financial matters, are required by federal law to inform their clients of their policies regarding the privacy of client information. Attorneys have been and continue to be bound by professional standards of confidentiality that are even more stringent than those required by federal law.

In the course of providing my clients with certain advice, I may receive nonpublic financial information from my clients, their accountants and other representatives. All nonpublic information I receive regarding my clients or former clients is held in strict confidence in accordance with my professional obligations and is not released to people outside of the law firm of Storino, Ramello & Durkin, except with the client’s consent or as required by law. I may share certain information with third parties who assist me or Storino, Ramello & Durkin in providing my services to my clients, as permitted by law, subject to the obligation that these third parties not to use or disclose such information for any other purpose.

Storino, Ramello & Durkin and I retain records relating to professional services that we provide so that we are better able to assist you with your professional needs and, in some cases, to comply with professional guidelines. In order to guard our client’s nonpublic information from unauthorized disclosure, we maintain physical, electronic and procedural safeguards that comply with our professional standards.

EXHIBIT "E"

Hourly Billing Rates

Attorney	Rates
General Corporate Matters	\$255.00 per hour
Staff	
Paralegal Services	\$125.00 per hour
Law Clerk Services	\$115.00 per hour
Senior Legal Intern Services	\$155.00 per hour
Legal Intern Services	\$135.00 per hour
Legal Assistant Services	\$ 85.00 per hour

EXHIBIT "F"

Schedule of Typical Expenses and Disbursements

Computer Research Charges (Lexis/Westlaw)	Standard Lexis/Westlaw Charges + Administrative Fee
Court and Administrative Agency Filing Fees	At Cost
Court Reporter Fees and Transcripts	At Cost
Exhibits	At Cost
Messenger Service	At Cost
Expert Witness Fees	At Cost
Outside Consultants	At Cost
Photography:	
• In House	\$12.00 per photograph (unmounted)
• Outside Service	At Cost
Postage:	No Charge
• Regular Mail	At Cost
• Certified Mail	At Cost
• Express/Overnight Mail	
Printing	At Cost
Reproduction/Copying Charges:	
• In House	\$0.10 per page
• Outside Service	At Cost
Telephone:	
• Local	No Charge
• Long Distance	No Charge
Local Travel:	
• Automobile	Standard Internal Revenue Service Mileage Rate
• Parking	At Cost
• Tolls	At Cost
Travel Outside Chicago Metropolitan Area:	
• Transportation	At Cost
• Lodging	At Cost
• Meals	At Cost
Comb Binding	\$10.00
Velo Binding	\$15.00

EXHIBIT "G"

ATTORNEY'S CERTIFICATION

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

I, Richard J. Ramello, hereby certify that I, as the Attorney, hereby represent and warrant to the City that the Attorney is:

- (A) Not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
- (B) Not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or 33E-4 (bid-rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);
- (C) In compliance with 775 ILCS 5/2-105(A)(4) requiring a written sexual harassment policy; and
- (D) Not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1.

In addition, the Attorney hereby represents and warrants to the City, that the Attorney:

- (A) Will provide a drug-free workplace by:
 - (1) Publishing a statement:
 - (a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the Attorney's workplace;
 - (b) Specifying the actions that will be taken against employees for violations of such prohibition;
 - (c) Notifying the employee that, as a condition of employment on such contract, the employee will:
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
 - (2) Establishing a drug-free awareness program to inform employees about:

- (i) The dangers of drug abuse in the workplace;
 - (ii) Attorney's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance program; and
 - (iv) The penalties that may be imposed upon employees for drug violations;
- (3) Making it a requirement to give a copy of the statement required by subparagraph (B)(1) to each employee engaged in the performance of the Agreement and to post the statement in a prominent place in the workplace;
- (4) Notifying the City within ten (10) days after receiving notice under subparagraph (B)(1)(c)(ii) from an employee or otherwise receiving actual notice of such conviction;
- (5) Imposing a sanction on or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5;
- (6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place; and
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section;
- (B) Will provide equal employment opportunities in accordance with the Illinois Human Rights Act (775 ILCS 580/1 *et seq.*) and are in compliance with 775 ILCS 5/2-105(A)(4) requiring a written sexual harassment policy;
- (C) Certifies that no officer or employee of the City that has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Attorney in violation of Sections 30.21 and 30.33 of the Code of Oakbrook Terrace, Illinois, adopted by the City pursuant to the requirements of the State Officials and Employees Ethics Act;
- (D) Has not given to any officer or employee of the City any gratuity, discount entertainment, hospitality, loan, forbearance or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Attorney in violation of Section 30.21 and 30.33 of the Code of Oakbrook Terrace, Illinois, adopted by the City pursuant to the requirements of the State Officials and Employees Ethics Act;

(E) Is not a part of the immediate family of any officer or employee at or above the level of department head of the City in violation of Section 30.29 of the Code of Oakbrook Terrace, Illinois;

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

(G) Certifies that none of its principals, shareholders, members, partners or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that he is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person.

(H) Certifies its principals, shareholders, members, partners or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by the Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.

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

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

Dated: May 1, 2026

Attorney:

By: _____
Richard J. Ramello

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

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

Dated: May 1, 2026

Notary Public



Interdepartmental Memo

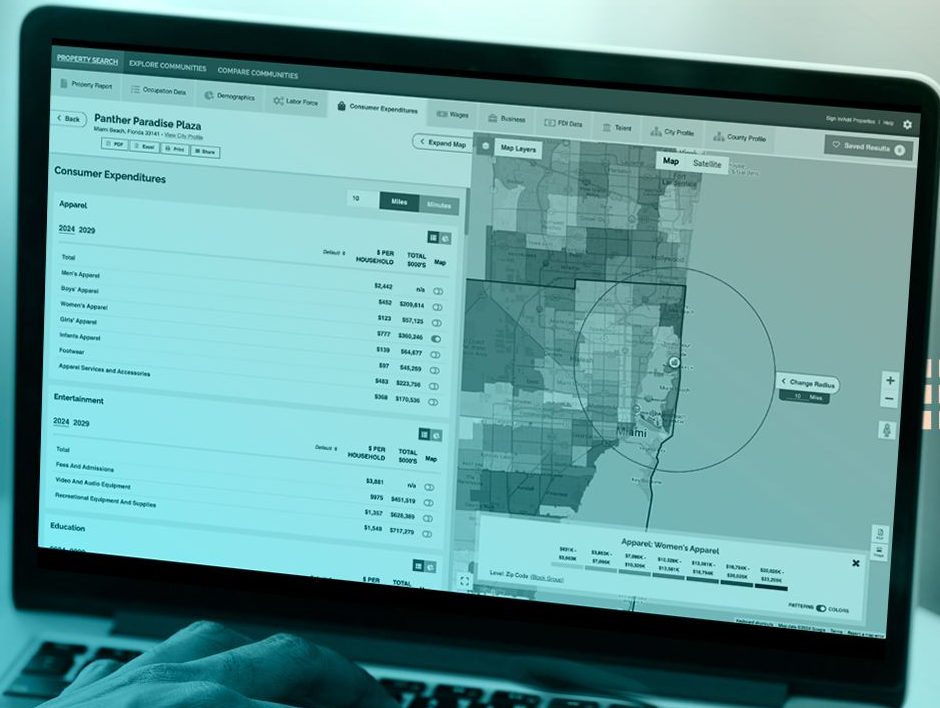
To: Mayor Esposito and City Council

From: Tanya Walker, City Administrator/Finance Director

Re: Online Website Add on Platform – FT Locations / Zoom Prospector

Date: May 7, 2026

Looking for ways to improve our website and communications with our community, I started doing some research on how local municipalities keep a pulse on vacant land along with other demographic information related directly to City Functions. After many discussions with other City Managers, it was recommended I investigate a specific website application. Mayor Esposito and I jumped on for a Demo and are excited to bring forth to not only City Council but all our residents and business owners.



ZoomProspector

Attract businesses to your location

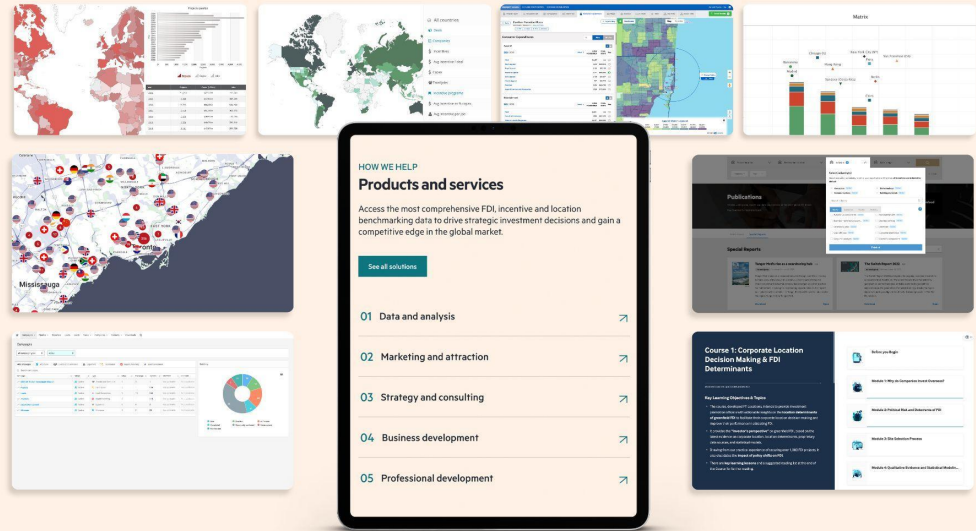
FT Locations - A world leader in investment attraction & FDI solutions

Trust insights over instinct, decisions driven by intelligence

FT Locations, a distinguished business unit of the Financial Times Group, is the global leader in foreign direct investment (FDI) and location intelligence solutions.

Our dedicated team of over **100+ FDI experts** offers bespoke insights and strategies to drive investment and stimulate economic growth for our clients.

Through our suite location intelligence solutions, we provide the data-driven insights, sector expertise and tools to help our investment promotion clients compete for investment with confidence. As the most comprehensive provider of FDI products and consulting, we are the only firm in the world that can utilise the full extent of FT's media platforms, editorial insights, data, and subscriber base to craft impactful, data-driven investment promotion strategies.



1.8k

Active clients

Across all products and services

1.3m

FDI data points

Analysed through our proprietary databases

Products and services to drive EDO/IPA success

Helping ambitious organisations trust insights over instinct

fDi Markets

Track global investment signals and trends

Leading online database tracking FDI in real-time across all markets and sectors globally since 2003, helping make informed decisions.

[Learn more](#) ↗

InvestmentFlow

Track domestic investment in Canada and the UK

Intuitive database tracking domestic investments at the project, company and sector level, available for UK and Canada.

[Learn more](#) ↗

fDi Benchmark

Research locations worldwide

Assess the relative competitiveness of **1,000+** locations across **153** sectors. fDi Benchmark's unique patented algorithmic technology is used to assess global footprint strategies.

[Learn more](#) ↗

IncentivesFlow

Track incentives deals and policies globally

The only global deal database tracking real-time financial incentives awarded to companies for foreign and domestic investment projects.

[Learn more](#) ↗

fDi Institute

Empower teams with professional development and training

Unleash the potential of your teams, partners and stakeholders with our globally recognised e-learning platform, bespoke training workshops and capacity building solutions.

[Learn more](#) ↗

fDi Influencers

Access the global FDI community

A unique online platform providing a complete solution to develop and implement an intermediary strategy.

[Learn more](#) ↗

Training and workshops

Strengthen your team

FT Locations provides innovative trustworthy FDI training developed and delivered by industry experts and location consultants who have extensive experience in FDI. Our customised training programmes can be tailored to your location.

Examples of workshops:

- Lead generation and strategy
- Marketing strategy
- Capacity building and strategy

[Learn more](#) ↗

Products and services to drive EDO/IPA success

Helping ambitious organisations trust insights over instinct

Amplify

Manage your investor life-cycle on one platform

Unlike traditional CRM systems, Amplify enables investment promotion agencies and economic development organisations to manage their entire investor life-cycle, driving investment success.

[Learn more](#) ↗

ZoomTour

Create interactive virtual tours

Offer web visitors virtual tours of your top features. Add text, images, videos, maps and data to build interactive tours.

[Learn more](#) ↗

fDi Intelligence

Stay ahead with global industry coverage

Through in-depth articles and interviews with industry leaders, our coverage allows readers to stay up-to-date on investment news and follow the latest data trends.

[Learn more](#) ↗

ZoomProspector

Attract businesses to your location

Put the power of true location analysis directly on your website so businesses can research, analyse, visualise, and share your key data and available commercial properties.

[Learn more](#) ↗

InvestmentMap

Showcase investments in your location

A highly innovative solution to track all investment in your location, measure organisational performance and the quality and economic impact of investment to market your location to the world.

[Learn more](#) ↗

Knowledge Hub

Identify trends and make decisions

Gain in-depth analysis and commentary on the latest FDI and cross-border investment trends and market developments. Free to access for registered users.

[Learn more](#) ↗

fDi Strategies

Get expert strategy and consultancy advice

Our market-leading strategies unit offers best-in-class services across the investment promotion life cycle, rooted in data-driven solutions and strategy implementation services.

Examples of services:

- Global FDI Strategy
- Sector prioritization study
- Value proposition development
- Market Prioritization study
- Competitive benchmarking study

[Learn more](#) ↗

Contents

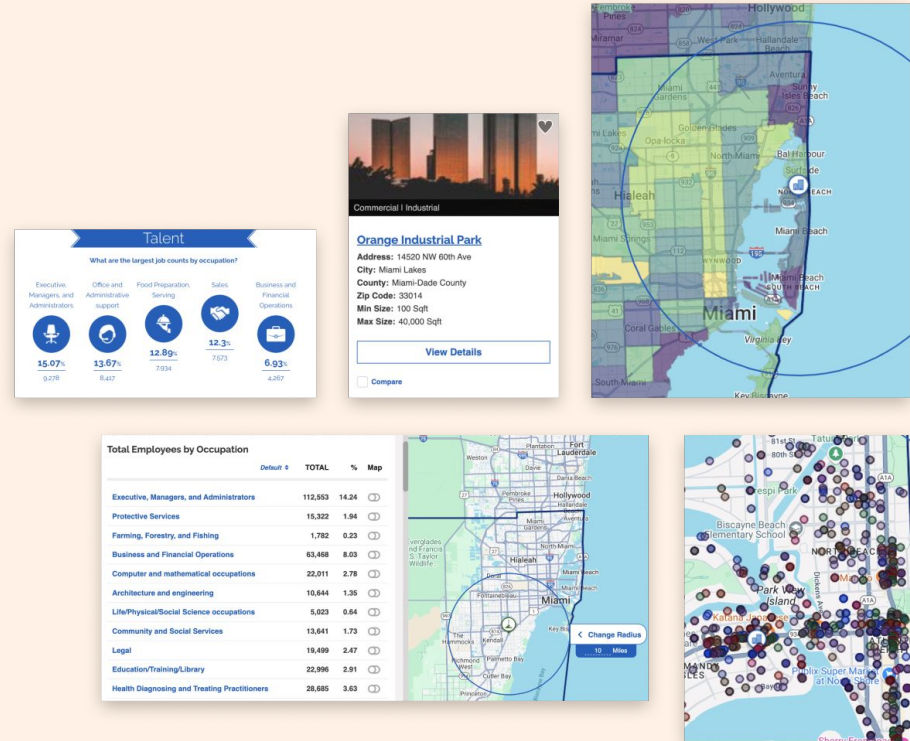
- 01 Introduction
- 02 Who uses ZoomProspector?
- 03 Additional features
- 04 Technical specifications
- 05 Client testimonials
- 06 What's included?
- 07 Pricing
- 08 Get in touch

Introducing, ZoomProspector

Attract businesses to your location

ZoomProspector is a map based platform providing users with a seamless experience into your locations opportunities.

Put the power of true location analysis directly on your website so site selectors and businesses can research, analyse, and drill down into your data with an unparalleled range of analytical tools. ZoomProspector offers the newest version of online site selection web tools in the industry.



800+

Clients Served

Across the world over the last 25 years

1k+

Data points

Analysed through our proprietary databases

A service from the Financial Times

Trusted by hundreds of world-class organisations

ZoomProspector clients



Businesses seeking locations have questions

ZoomProspector gives them the answer

Showcase your available properties 24/7

Businesses research ideal locations around the clock. Without the right online data tools, you may be losing leads without ever knowing your region is being considered.

Our award-winning location analysis tools can be easily embedded or linked to your website, pairing robust demographic, workforce, business, and consumer spending data with a commercial property database.

An unmatched range of features for site selection research and analysis

Visitors to economic development organisation and investment promotion agency websites want to visualise and analyse the site selection data they find on your pages, not just review static reports.

ZoomProspector Enterprise puts an impressive array of analytical tools in the hands of potential investors, so they can see how your location fits with their business needs.



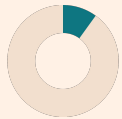
56% of companies struggle to stay up to date with the latest investment promotion methods and industry developments

Source: WAIPA and WBG Global Survey Report



Who uses ZoomProspector?

Site-selection answers



More than **98%** of corporate real estate professionals and site selectors use online tools to make site location decisions



Researchers

The power of true location analysis directly on your website for businesses that look to engage to research, analyse, and drill down your location's data with unparalleled analytical tools. ZoomProspector offers the newest version of online site selection web tools in the industry.



Marketers

Enhanced prospect engagement and customer experience to drive more effective marketing. ZoomProspector clients generate **2X more time on site** and **1.5X more unique websites visits**.



Business developers

Drive more investors to your region by providing them with the data they need to make critical location decisions. Without the right online data tools, you may be losing leads without ever knowing your location is being considered.

Core product features

Transform economic development with location intelligence

Property search

- User-defined property searches based on location, size, and type.
- Interactive maps for viewing and comparing properties, including tools like free-hand drawing.
- Ability to save, export, and share search results and reports.

Market analysis

- Provides data on demographics, labor force, consumer spending, and wages for site-specific locations.
- Heat maps to visualize population size, competition, and market demand.
- Drive time and radius reports to assess nearby populations and labor pools, search up to 60 miles/km.

Research documentation

- Easily save, export, and share research reports.
- Generate proposals with customizable infographics, charts, and data reports.

Business and competition insights

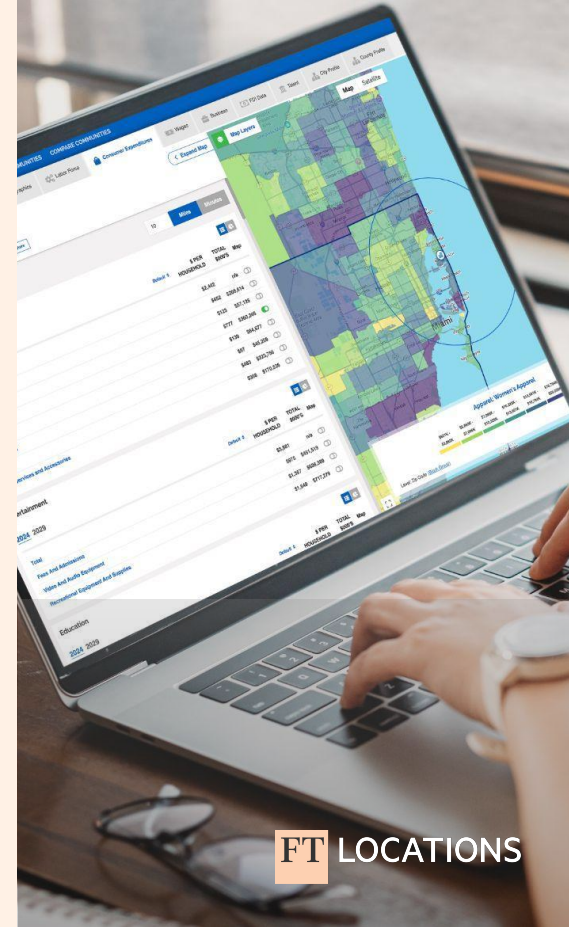
- Analyze nearby businesses for competition, customers, or suppliers.
- View business clusters and industry reports visually on the map.
- Filter businesses by type and industry.

Geographic and infrastructure data

- Interactive maps show geographic advantages like proximity to roads, airports, energy sources, and more.
- Integrates virtual tours and Google Street View for 360° visualizations of properties.

Visualization tools

- 3D rendering tools to visualize property layouts and potential developments.
- Customizable property display widgets to enhance web pages with up-to-date property listings.
- Complies with WCAG 2.0 for accessibility (color blindness compliant).

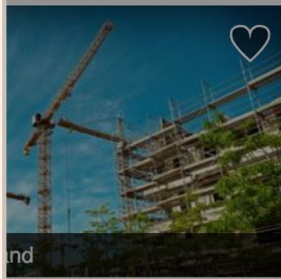


Property search

Market your ideal business locations with powerful interactive features

Help investors quickly identify and assess the best available properties for smarter business relocation decisions.

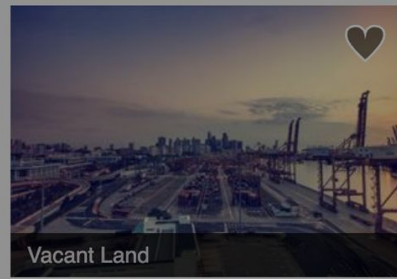
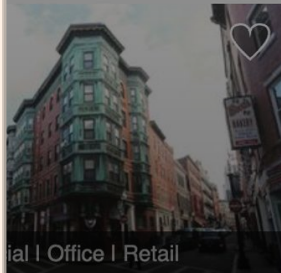
- Explore properties with multiple map layers that provide insights into zoning, infrastructure, and surrounding features.
- Compare properties with a detailed view including size, utilities and type.
- Search for sites and buildings based on specific criteria such as location, property size, and type, allowing for highly targeted results.
- Draw a custom radius directly on the map to define the area of interest, instantly filtering properties within that zone.
- Visualise drive times to nearby commodities, services, and key infrastructure, helping investors assess proximity to essential business resources.



ood Orchard Site

Address: 9655 South Dixie Hig...
City: Miami
County: Miami-Dade County
Zip Code: 33156
Min Size: 2 Acres
Max Size: 3 Acres

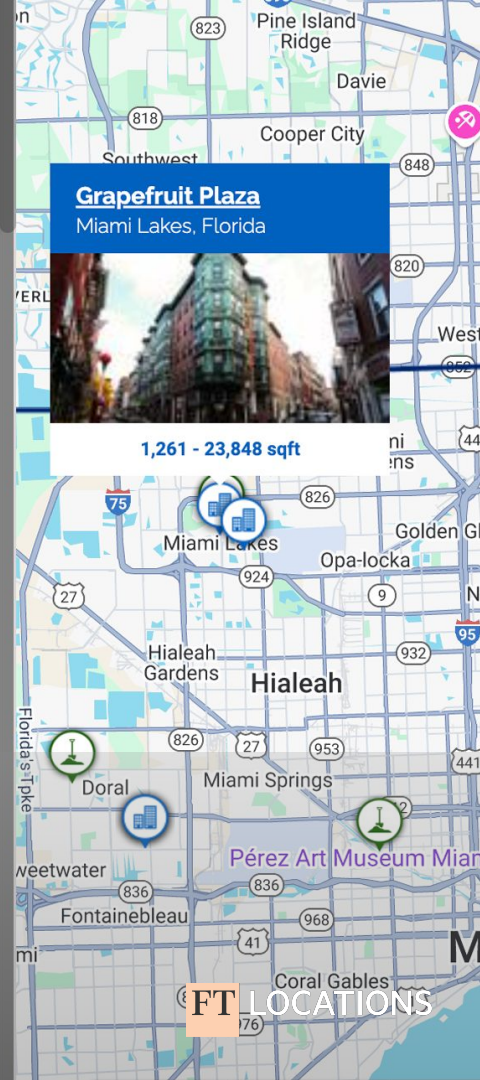
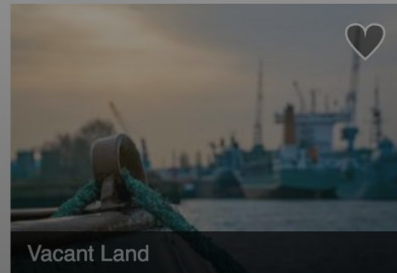
[View Details](#)



Gator River Industrial ...

Address: 3032 NW North River ...
City: Miami
County: Miami-Dade County
Zip Code: 33142
Min Size: 2.50 Acres
Max Size: 2.50 Acres

[View Details](#)



Intelligence components

Make your website truly interactive

Use data from ZoomProspector on other pages on your website.

- Imbed any of our six Intelligence Components of your website
- Allow your website users to interact with data
- Provide the most current and accurate data on your website

Miami [\(Change Location\)](#)

Miami, Florida - [Compare Community](#)



Talent

What are the largest job counts by occupation?

Executive,
Managers, and
Administrators



15.64%

44,332

Office and
Administrative
support



13.48%

38,213

Sales



11.8%

33,458

Business and
Financial
Operations



8.72%

24,726

Food Preparation,
Serving



5.22%

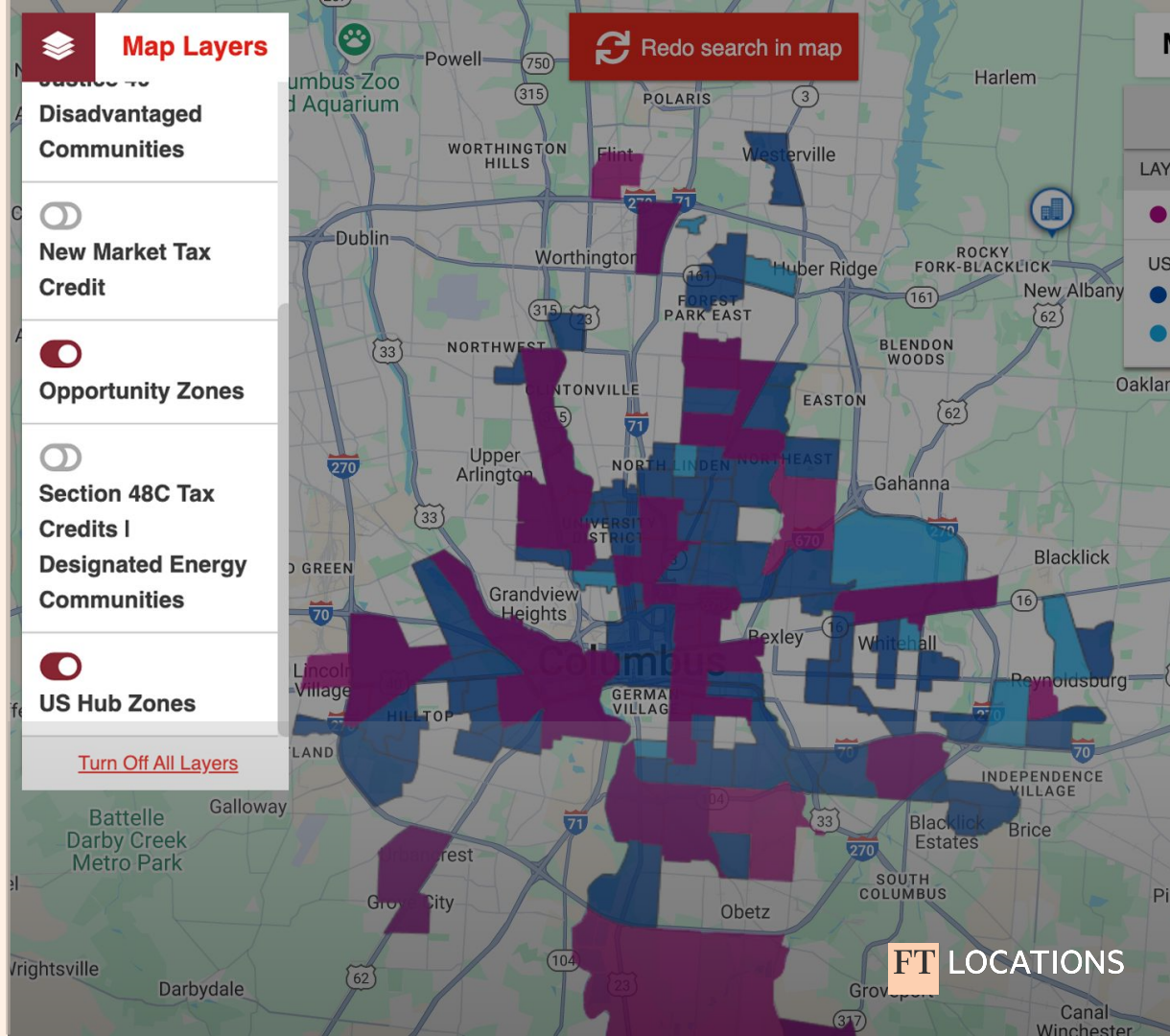
14,810

Custom GIS data layers

Use GIS to help in your community storytelling message

Include relevant economic development GIS data

- Use ESRI Shape files or KML.
- Visualize incentive zones, targeted development areas or infrastructure
- Determine if available properties are located inside or outside of a specific geographic area
- Highlight certified sites or business parks



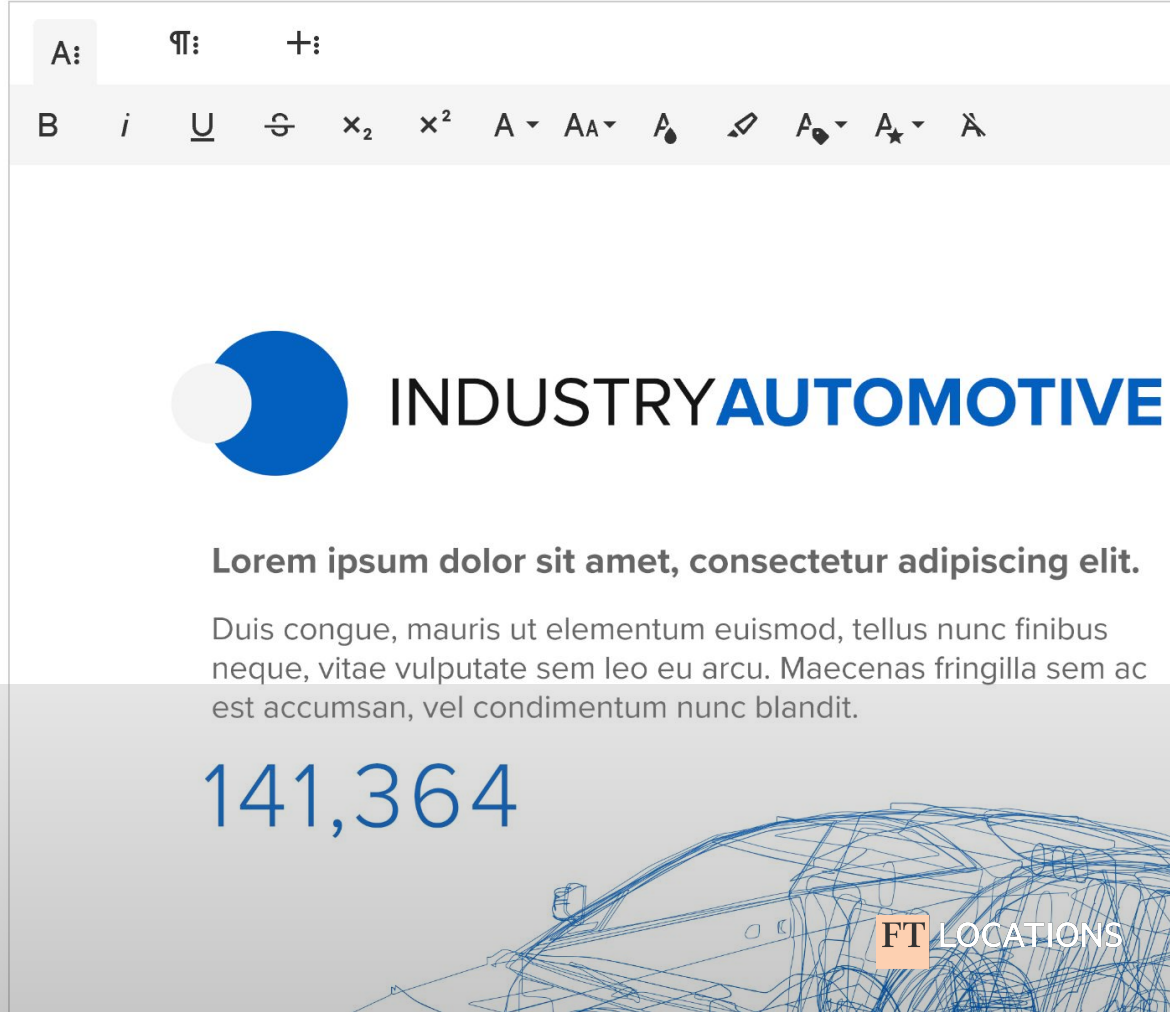
Respond to Proposals

Communicate with business and sites selector interested in investing in your community

Easily create quality custom responses for investors looking to locate in your community

- Create custom pages to highlight key market opportunities and present them to your client.
- Include targeted properties and locations that meet the criteria of your lead.
- Insert Intelligence component data directly into your proposal.
- Add infographics, videos, links and audio recordings
- Supplement your response with additional documentation that might be required, such as RFI response, through our document management system.

Page Content



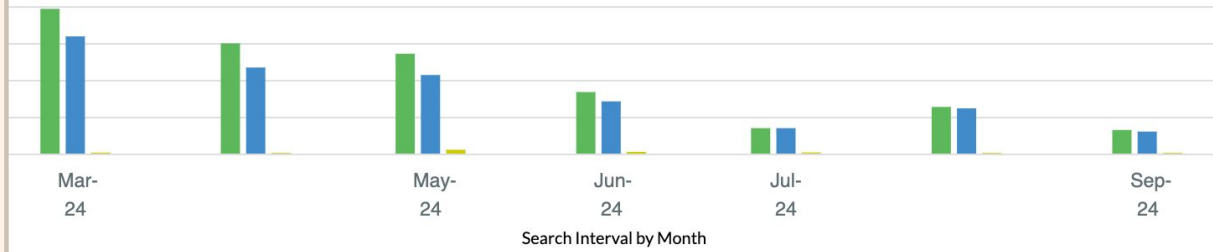
The screenshot shows a document editor interface. At the top, there is a toolbar with various icons for text formatting, including bold (B), italic (i), underline (U), strikethrough (ABC), subscript (x₂), superscript (x²), font color (A), background color (AA), text color (A), eraser, bullet point (A), star (A*), and link (A). Below the toolbar, the document content is displayed. It features a blue circular logo on the left and the text 'INDUSTRY AUTOMOTIVE' in a bold, blue, sans-serif font. Below this, there is a paragraph of placeholder text: 'Lorem ipsum dolor sit amet, consectetur adipiscing elit.' followed by another paragraph: 'Duis congue, mauris ut elementum euismod, tellus nunc finibus neque, vitae vulputate sem leo eu arcu. Maecenas fringilla sem ac est accumsan, vel condimentum nunc blandit.' A large number '141,364' is prominently displayed in a blue font. At the bottom right, there is a wireframe illustration of a car and the 'FT LOCATIONS' logo.

Analytics

Understand who is using your website and what they are looking at

Easy access to multiple forms of Analytics.

- Google Analytics.
- ZoomProspector Analytics
- Lead Gen ID



Detailed Report of Top Properties from 2024-01-01 to 2024-11-13

PDF Excel Copy

Rank [▲]	SiteID [⌵]	Property [⌵]	SiteOrBuilding [⌵]	City [⌵]
1	61ac3f3b-ce7d-4ffb-a225-952a0cd896f7	St. Rt. 29 Industrial Corridor	S	Celina
2	0b7399d2-d3e9-48b9-b08c-7e5bb94a50c1	0 Innovation Way	S	Marysville
3	d759e797-82e7-4caa-b0e2-2aad02e3b9dd	4700 East Pike (US 40)	S	Zanesville
4	d691b349-16a1-4e6f-bbaa-656384083fcd	Old State Route 7	S	Yorkville
5	bf58b702-5c3c-414e-9273-ceeee1610b27	5886 Greenwich Road	S	Seville
6	146055ae-409b-4263-81ad-914661efdcdd	100 Industrial Ave	S	Rittman
7	0bae29b5-f1fa-4c6f-8e89-2011e2f17140	I-75 at US 33	S	Wapakoneta
8	40549776-5f73-40bc-bdb8-2c531e0c0be9	30191 Industrial Park Drive	S	Logan

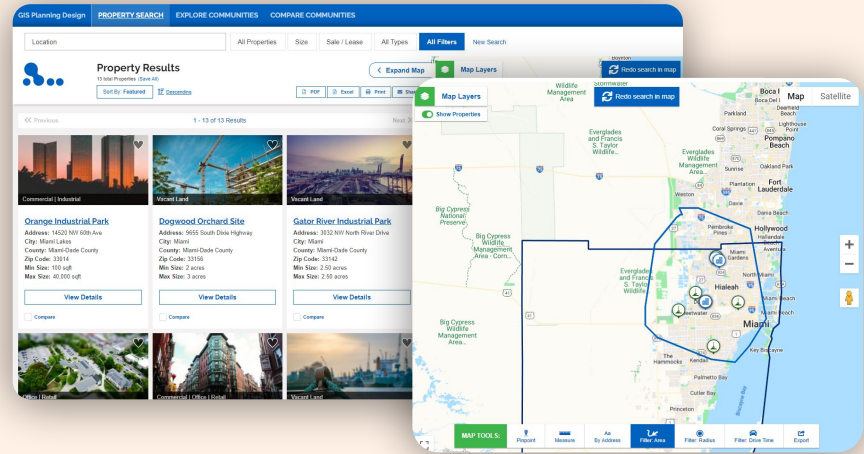
Why ZoomProspector?

The leading platform for data-driven location decisions

Simplifies and speeds up the site selection process for businesses and site selectors through online, interactive GIS data for researching locations.

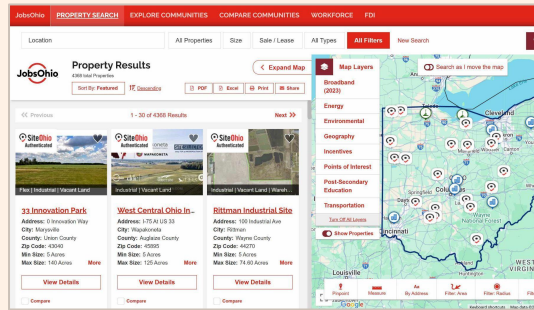
ZoomProspector offers quick and easy visualizations to share comprehensive business intelligence reports, increasing qualified leads by enabling prospects to self-educate and engage with up-to-date data. The application provides free marketing by showcasing properties on your website and accelerates decision-making with fast access to demographic, workforce, and business data. The tool is accessible on any device, allowing research to be conducted outside business hours.

- User experience
- fDi Markets data integration
- Fully featured mobile version
- Interactive business data
- Designed for the entire economic development process



Clients using ZoomProspector

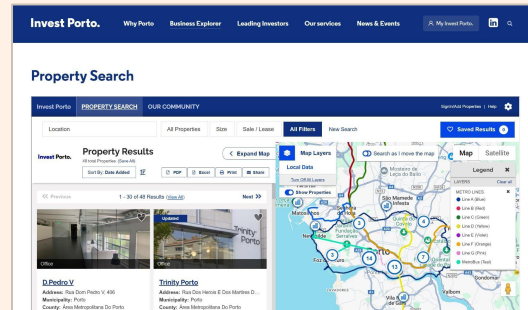
Case studies



JobsOhio

JobsOhio has implemented ZoomProspector to deliver pertinent data relating to investment opportunities throughout the State of Ohio. In addition to the standard ZoomProspector data, this implementation also includes a link to historical FDI data provided by fDi Markets.

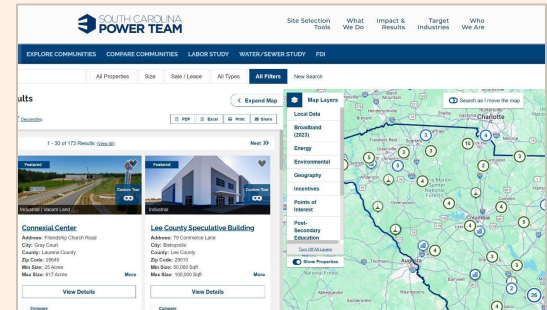
[View client's ZP tool](#) ↗



InvestPorto

InvestPorto has implemented ZoomProspector to market available properties and provide quality demographic data to potential investors. This is a quality example of an embed version of ZoomProspector.

[View client's ZP tool](#) ↗



South Carolina Power Team

South Carolina Power Team has implemented ZoomProspector to market available opportunities within their member Cooperatives. This implementation includes the inclusion of valuable client supplied data.

[View client's ZP tool](#) ↗

Client Testimonials

Our impact

Our client's satisfaction and success is the core of our business

“

A critical component for the 24/7 marketing of our region to the world. It's easy to use, with a professional and high-quality presentation of material. The team is responsive and professional at all times, regardless of the request or issue. The transition to the new platform was one of the smoothest we have experienced with any online tool; [they did an] incredible job.

Lauren Byson

Executive director, Focus Central PA

“

ZoomProspector enables our city to showcase properties and investment opportunities available in a centralized and user-friendly way. Site selection is an information-heavy and time sensitive process. Our partnership with ZoomProspector creates instant access for companies to holistically see properties and a variety of attributes that meet their needs. This further positions our city for new investment right at the moment when decisions need to be made.

Matthew A. Thomas

Economic development manager,
City of Alpharetta

What's included?

Features available

Includes	Enterprise
Search functionality: Property, business, community	✓
Comparison functionality: Community and property	✓
Demographics	✓
Labour force	✓
Consumer expenditure	✓
Wages and talent pool data	✓
Interactive mapping: heatmaps, nearby services and utilities	✓
Proposal generator	✓
Intelligence components included	✓

Cost-effective mapping solution for the City of Oakbrook Terrace

Subscription and pricing

Enterprise	
ZoomProspector Enterprise Annual Subscription	
	\$5,000

Customisable

All intelligence components are included in our Enterprise package, but you can customise this through a local edition and select intelligence components available.

Onboarding

ZoomProspector provides seamless onboarding & adoption when you start your subscription. Our team provides optional training and onboarding on subscription start to familiarise employees with the platform. We will also provide ongoing technical support via live chat and email to ensure employees get the designed experience.

Get in touch

Learn more about our products and solutions
to help your organisation attract investment



Russell Riblett,

Vice President of Sales, the Americas, FT Locations

Russell.Riblett@ft.com | (520) 861-3975

PROPRIETARY AND CONFIDENTIAL

Any use of this material without FT Locations permission is strictly confidential

Thank you



FT LOCATIONS PRODUCT ORDER FORM

Parties	
FT	GIS Planning Inc. , whose registered office is at 311 California Street, Suite 700, San Francisco, CA 94104
Client	City of Oakbrook Terrace 17W275 Butterfield Road Oakbrook Terrace, IL 60181 United States
Period of Subscription	
Subscription Start Date	May 15, 2026
Subscription Period	From the Subscription Start Date until May 14, 2027 The Agreement will auto-renew for an additional 12 months on the anniversary of the Subscription Start Date unless terminated by either party on giving prior written notice to the other party no less than 30 days before the anniversary of the Subscription Start Date. The Fee will be subject to increase at each anniversary of the Subscription Start Date. FT will provide the Client's Relationship Manager with at least 60 days prior notification (by email) of any such increase and Client will provide its written acceptance of such increase no less than 30 days before the anniversary of the Subscription Start Date. Upon auto-renewal, the then current version of the Subscription Terms in effect shall apply to such auto-renewal.
PRODUCTS TO BE PROVIDED	
ZoomProspector	___1___ Enterprise License with Google Maps Customisation Elements: None. The geographic scope of the Software will cover the geographic boundaries of the City of Oakbrook Terrace, IL Target Go-Live Date: June 1, 2026
FEE BREAKDOWN	
Product Name	Product Fee
ZoomProspector Enterprise	\$5,000
Total Fee	
Total Fee	\$5,000 (exclusive of VAT/Sales tax).subject to annual increase
Payment Term	25 days of the FT invoice date.
Invoicing Contact	Tayna Walker 17W275 Butterfield Road Oakbrook Terrace, IL 60181 United States
Tax Registration Number	
Relationship Managers	
FT	Russell Riblett , Vice President of Sales, the Americas, russell.riblett@ft.com

Client	Tanya Walker, City Administrator, twalker@oakbrookterrace.net	
Legal		
<p>This Order will be governed by the Subscription Terms at https://legal.ft.com/ftspecialist/subscription-terms and together comprise the agreement between the parties ("Agreement").</p> <p>Client acknowledges that it has read and understood this Agreement. This Agreement will become legally binding when signed on behalf of both parties.</p>		
<p>You agree that any signature of this Agreement by digital or electronic means is legally binding.</p> <p>Signed by:</p> <p>GIS Planning Inc.</p> <p>Name:</p> <p>Position:</p> <p>Date:</p>	<p>You agree that any signature of this Agreement by digital or electronic means is legally binding.</p> <p>Signed by:</p> <p>City of Oakbrook Terrace</p> <p>Name:</p> <p>Position:</p> <p>Date:</p>	