

City of Oakbrook Terrace

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



City Council Regular Meeting Agenda

Tuesday, May 26, 2026, at 7:00 PM

Council Chambers - City Hall - 17W261 Butterfield Road



CITY COUNCIL REGULAR MEETING AGENDA

Tuesday, May 26, 2026 at 7:00 PM
Council Chambers - City Hall - 17W261 Butterfield Road
www.oakbrookterrace.net

Mayor Paul Esposito

City Clerk Michael Shadley

City Council Members:

Ward 1: Alderman Charlie Barbari and Alderman Eric Biskup

Ward 2: Alderman Michael Sarallo and Alderman Dennis Greco

Ward 3: Alderman Bob Rada and Geza Petro

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. PLEDGE OF ALLEGIANCE**
- IV. ADDITIONS OR DELETIONS TO THE AGENDA**
- V. APPROVAL OF MINUTES - CHANGES OR CORRECTIONS**
Approval of Meeting Minutes from May 12, 2026.
- VI. PUBLIC PARTICIPATION**
- VII. ACTION ITEMS / CONSENT AGENDA**
 - 1. Payment of City Bills: May 26, 2026, in the amount of \$255,463.73.
 - 2. Ordinance 26-55 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.
 - 3. Ordinance 26-56 Approving the Issuance of a Purchase Order by the City of Oakbrook Terrace, IL to Sourcewell for One (1) 2026 John Deere 444 P Four Wheel Drive Loader.
 - 4. Ordinance 26-57 Appointing Corporation Counsel and Approving and Authorizing the Execution of a Legal Services Agreement for the City of Oakbrook Terrace – 2026.

VIII. ITEMS REMOVED FROM THE CONSENT AGENDA

IX. RECESS TO COMMITTEE OF THE WHOLE

X. MAYOR ESPOSITO

1. Appointment of Richard J. Ramello as Corporation Counsel
2. Motion to consent to the Appointment of Richard J. Ramello as Corporation Counsel.
3. Promotion of Police Officers Daniel Elsner and Matthew Mellens to Sergeant.

XI. COMMITTEE OF THE WHOLE

1. Discussion Item - Council Chambers Upgrade
2. Department Head Updates

XII. COUNCIL MEMBER COMMENTS

XIII. CITY ATTORNEY

XIV. CITY CLERK

XV. CITY ADMINISTRATOR

XVI. RECONVENE THE CITY COUNCIL MEETING

XVII. RECESS TO EXECUTIVE SESSION

XVIII. EXECUTIVE SESSION

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

XIX. RECONVENE THE CITY COUNSEL MEETING

XX. NEW BUSINESS

ADJOURN

The next Regular City Council Meeting on Tuesday, June 9, 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.

INVOICE REGISTER FOR CITY OF OAKBROOK TERRACE

EXP CHECK RUN DATES 05/13/2026 - 05/26/2026

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 advocate - Advocate Occupational Health							
22920635 0000025246	Advocate Occupational Health MEDICAL EXAMS - HALLIN, SPARKS 01-10-5775-00	05/03/2026 ALOZANO TESTING & EXAMINATIONS		956.00 956.00	956.00	Open	Y 04/30/2026
22920636 0000025249	Advocate Occupational Health MEDICAL EXAMS 01-04-5775-00	05/03/2026 JESPOSITO TESTING & EXAMINATIONS		190.00 190.00	190.00	Open	Y 04/30/2026
22920635-1 0000025255	Advocate Occupational Health MEDICAL EXAMS - BERGGREN 01-10-5775-00	05/03/2026 JESPOSITO TESTING & EXAMINATIONS		512.00 512.00	512.00	Open	Y 05/26/2026
Total Vendor advocate - Advocate Occupational Health				<u>1,658.00</u>	<u>1,658.00</u>		
Vendor AL WAREN - Al Warren Oil Co., Inc.							
w1842606 0000025187	Al Warren Oil Co., Inc. 7001 GAL OF 87 OCTANE FUEL 01-00-1030-00	05/07/2026 CWARD FUEL INVENTORY		29,740.24 29,740.24	29,740.24	Open	Y 05/26/2026 000002409
w1842607 0000025188	Al Warren Oil Co., Inc. 1000 GALLONS OF BIODIESEL FUEL 01-00-1030-00	05/07/2026 CWARD FUEL INVENTORY		5,082.10 5,082.10	5,082.10	Open	Y 05/26/2026
Total Vendor AL WAREN - Al Warren Oil Co., Inc.				<u>34,822.34</u>	<u>34,822.34</u>		
Vendor anderson - Anderson Landscape Supply							
v95373 0000025198	Anderson Landscape Supply MULCH FOR CITY HALL 01-04-5770-00	05/13/2026 CWARD BUILDING MAINTENANCE		420.00 420.00	420.00	Open	Y 05/26/2026
Total Vendor anderson - Anderson Landscape Supply				<u>420.00</u>	<u>420.00</u>		
Vendor Ander - Anderson Pest Solutions							

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Vendor Ander - Anderson Pest Solutions

96492480

0000025203

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

05/03/2026
JESPOSITO
BUILDING MAINTENANCE

67.86
67.86

67.86

Open

Y
05/26/2026

Total Vendor Ander - Anderson Pest Solutions

67.86

67.86

Vendor AWWA - AWWA

S0300131

0000025228

AWWA
WARD AWWA MEMBERSHIP DUES
03-12-5610-00

04/20/2026
CWARD
MEMBERSHIP & ASSOCIATION FEES

273.00
273.00

273.00

Open

Y
05/26/2026

Total Vendor AWWA - AWWA

273.00

273.00

Vendor Nicor1 - Bill Payment Center Nicor Gas

METER 5730384

0000025226

Bill Payment Center Nicor Gas
CH GAS SERVICE - 4/9-5/7/26
01-04-5758-00

05/08/2026
JESPOSITO
UTILITIES

142.50
142.50

142.50

Open

Y
04/30/2026

METER 5731352

0000025227

Bill Payment Center Nicor Gas
WMF GAS SERVICE - 4/9-5/8/26
03-12-5758-00

05/08/2026
JESPOSITO
UTILITIES

1,911.13
1,911.13

1,911.13

Open

Y
04/30/2026

METER 2632792

0000025229

Bill Payment Center Nicor Gas
PSB GAS SERVICE - 4/9-5/7/26
01-04-5758-00

05/08/2026
JESPOSITO
UTILITIES

685.13
685.13

685.13

Open

Y
04/30/2026

METER 4718237

0000025230

Bill Payment Center Nicor Gas
PD GAS SERVICE - 4/9-5/8/26
01-02-5758-00

05/08/2026
JESPOSITO
UTILITIES

504.04
504.04

504.04

Open

Y
04/30/2026

Total Vendor Nicor1 - Bill Payment Center Nicor Gas

3,242.80

3,242.80

Vendor Bluder - Bluders Tree Service

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Vendor Bluder - Bluders Tree Service

5330							
0000025250	Bluders Tree Service EMERGENCY TREE REMOVAL -1S502 WAINWRIGHT JESPOSITO 01-04-5766-00	05/13/2026 TREE CARE		5,600.00 5,600.00	5,600.00	Open	Y 05/26/2026

Total Vendor Bluder - Bluders Tree Service

5,600.00 5,600.00

Vendor BS& A - BS& A Software LLC

168568							
0000025247	BS& A Software LLC BS&A CONTRACT FOR THE COVERAGE DATES 6/ JESPOSITO 09-12-7110-28	06/01/2026 BS&A CONTRACT FOR THE COVERAGE DATES 6/		19,201.00 19,201.00	19,201.00	Open	Y 27-00072 05/26/2026

168620

0000025248	BS& A Software LLC INTEGRATED PAYMENTS ABSORBED FEE APR. 20 JESPOSITO 01-11-5606-00	05/13/2026 CREDIT CARD TRANSACTION FEES		1,448.80 1,448.80	1,448.80	Open	Y 04/30/2026
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Total Vendor BS& A - BS& A Software LLC

20,649.80 20,649.80

Vendor MERIT - C/O DuPage County Sheriff's Office DuPage MERIT

26/27DUES							
0000025193	C/O DuPage County Sheriff's Office DUPAGE METRO EMERGENCY RESPONSE AND INVE ALOZANO 01-02-5611-00	04/01/2026 DUPAGE MERIT MEMBERSHIP 26/27		9,000.00 9,000.00	9,000.00	Open	Y 27-00070 05/26/2026

Total Vendor MERIT - C/O DuPage County Sheriff's Office DuPage MERIT

9,000.00 9,000.00

Vendor CPS Co. - Chicago Parts & Sound LLC

40V0131475							
0000025186	Chicago Parts & Sound LLC SPEED RADAR SIGN ON MACARTHUR BATTERIES CWARD 01-02-5660-00	05/07/2026 EQUIPMENT MAINT & REPAIR		126.06 126.06	126.06	Open	Y 05/26/2026

Total Vendor CPS Co. - Chicago Parts & Sound LLC

126.06 126.06

Vendor CintasCo - Cintas Corporation

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Vendor CintasCo - Cintas Corporation

8408288053

0000025207

Cintas Corporation
1ST AID CABINET MAINTENANCE
01-04-5770-00

05/01/2026
JESPOSITO
BUILDING MAINTENANCE

867.58

867.58

Open

Y
04/30/2026

867.58

Total Vendor CintasCo - Cintas Corporation

867.58

867.58

Vendor cintas - Cintas Corporation

4269051126

0000025205

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

05/13/2026
JESPOSITO
BUILDING MAINTENANCE

45.13

45.13

Open

Y
05/26/2026

45.13

4269355587

0000025206

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

05/15/2026
JESPOSITO
BUILDING MAINTENANCE

149.49

149.49

Open

Y
05/26/2026

149.49

Total Vendor cintas - Cintas Corporation

194.62

194.62

Vendor cloudp - Cloudpermit

INV902100

0000025208

Cloudpermit
BLD. PERMIT & CODE ENFORCEMENT SOFTWARE
01-03-6150-00

05/13/2026
JESPOSITO
CLOUDPERMIT SOFTWARE

6,825.00

6,825.00

Open

Y
05/26/2026

6,825.00

Total Vendor cloudp - Cloudpermit

6,825.00

6,825.00

Vendor Coeo - Coeo Solutions, LLC

1161926

0000025221

Coeo Solutions, LLC
SIP TRUNKING CHARGES 5/15-6/14/26
01-01-5665-00
01-02-5665-00
01-03-5665-00
01-11-5665-00

05/15/2026
JESPOSITO
ADMIN. PHONE SERVICE
PD PHONE SERVICE
COMM. DEV. PHONE SERVICE
FINANCE PHONE SERVICE

1,902.00

1,902.00

Open

Y
05/26/2026

627.66

665.70

285.30

323.34

Total Vendor Coeo - Coeo Solutions, LLC

1,902.00

1,902.00

Vendor COHON - COHON RAIIZES & REGAL LLP

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Vendor COHON - COHON RAIIZES & REGAL LLP

32363							
0000025209	COHON RAIIZES & REGAL LLP	05/08/2026		5,119.10	5,119.10	Open	Y
	PROFESSIONAL LEGAL SERVICES RE: HAWTHORN JESPOSITO			5,119.10			04/30/2026
	01-01-5671-00	GENERAL LEGAL SERVICES					

Total Vendor COHON - COHON RAIIZES & REGAL LLP

5,119.10 5,119.10

Vendor ComEd - Com Ed

29000 - APR. 20							
0000025212	Com Ed	05/06/2026		245.10	245.10	Open	Y
	PAS - 17B ELEC. SERVICE	JESPOSITO					04/30/2026
	03-12-5758-00	UTILITIES		245.10			
23333 - APR. 20							
0000025213	Com Ed	05/06/2026		118.60	118.60	Open	Y
	17W203 HALSEY ELEC. SERVICE	JESPOSITO					04/30/2026
	01-04-5760-00	STREET LIGHT MAINT		118.60			
75000 - APR. 20							
0000025214	Com Ed	05/06/2026		59.48	59.48	Open	Y
	TORNADO SIREN	JESPOSITO					04/30/2026
	01-04-5758-00	UTILITIES		59.48			
20100 - APR 202							
0000025215	Com Ed	05/06/2026		507.11	507.11	Open	Y
	WATER TOWER	JESPOSITO					04/30/2026
	03-12-5758-00	UTILITIES		507.11			
41222 - APR. 20							
0000025216	Com Ed	05/07/2026		215.06	215.06	Open	Y
	WTMF ELEC. SERVICE	JESPOSITO					04/30/2026
	03-12-5758-00	UTILITIES		215.06			

Total Vendor ComEd - Com Ed

1,145.35 1,145.35

Vendor Comcast3 - Comcast

10584 5/14-6/13							
0000025210	Comcast	05/09/2026		244.09	244.09	Open	Y
	CH CABLE SERVICE	JESPOSITO					05/26/2026
	01-04-5758-00	UTILITIES		244.09			

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Vendor Comcast3 - Comcast

19544 5/8-6/7/2

0000025211

Comcast
PSB CABLE SERVICE
01-04-5758-00

05/04/2026
JESPOSITO
UTILITIES

363.18

363.18

363.18

Open

Y
05/26/2026

Total Vendor Comcast3 - Comcast

607.27

607.27

Vendor ComEd3 - ComEd

07000 - APR. 20

0000025217

ComEd
SPRING/FRONTAGE RD ELEC. SERVICE
01-04-5760-00

05/09/2026
JESPOSITO
STREET LIGHT MAINT

988.63

988.63

988.63

Open

Y
04/30/2026

Total Vendor ComEd3 - ComEd

988.63

988.63

Vendor Compass - Compass Minerals America, Inc.

1608579

0000025185

Compass Minerals America, Inc.
154.58 TONS BULK HIGHWAY ROCK SALT
05-12-6134-00

01/17/2026
CWARD
SNOW REMOVAL MATERIALS

10,942.72

10,942.72

10,942.72

Open

Y 26-00046
04/30/2026

Total Vendor Compass - Compass Minerals America, Inc.

10,942.72

10,942.72

Vendor crystal - Crystal Maintenance Plus, Corp

33599

0000025078

Crystal Maintenance Plus, Corp
CITY HALL AND PD JANITORIAL SERVICES
01-04-5770-00
01-02-5770-00

04/18/2026
CWARD
CH JANITORIAL - MAY 2026
PD JANITORIAL - MAY 2026

2,316.50

545.60
1,770.90

2,316.50

Open

Y
05/26/2026

Total Vendor crystal - Crystal Maintenance Plus, Corp

2,316.50

2,316.50

Vendor advoc - dba: Advocate Medical Group Advocate Health & Hospitals Corp

051926

0000025254

dba: Advocate Medical Group Advocat
REFUND FOR OVERPAYMENT ON BUS. LICENSE
01-00-3660-00

05/19/2026
JESPOSITO
MISCELLANEOUS REVENUE

25.00

25.00

25.00

Open

Y
05/26/2026

Total Vendor advoc - dba: Advocate Medical Group Advocate Health & Hospitals Corp

25.00

25.00

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Vendor advoc - dba: Advocate Medical Group Advocate Health & Hospitals Corp

Vendor ducomm - DU-COMM

19890 0000025191	DU-COMM FACILITY LEASE - 1ST QUARTER 01-02-5680-00	05/01/2026 ALOZANO DU COMM		2,911.13 2,911.13	2,911.13	Open	Y 05/26/2026
19935 0000025192	DU-COMM CITY'S SHARE OF DUCOMM COSTS FOR PD - 1S ALOZANO 01-02-5680-00	05/01/2026 ALOZANO DU COMM		75,897.25 75,897.25	75,897.25	Open	Y 27-00069 05/26/2026

Total Vendor ducomm - DU-COMM

78,808.38 78,808.38

Vendor DISTRICT88 - DUPAGE HIGH SCHOOL DISTRICT 88

144 0000025189	DUPAGE HIGH SCHOOL DISTRICT 88 CAFETERIA USE FOR POLICE ORIENTATION/EXA ALOZANO 01-10-5605-00	02/23/2026 ALOZANO TRAINING & CONFERENCES		123.75 123.75	123.75	Open	Y 04/30/2026
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Total Vendor DISTRICT88 - DUPAGE HIGH SCHOOL DISTRICT 88

123.75 123.75

Vendor elevator - Elevator Inspection Service Co

00380715 0000025252	Elevator Inspection Service Co ELEVATOR INSPECTION SVCS. 4/15-4/23/26 JESPOSITO 01-03-5600-00	05/07/2026 ALOZANO ELEVATOR INSPECTION SERVICES		1,394.00 1,394.00	1,394.00	Open	Y 27-00068 05/26/2026
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Total Vendor elevator - Elevator Inspection Service Co

1,394.00 1,394.00

Vendor Fastsign - Fastsigns

65-67960 0000025244	Fastsigns NAMEBAR - PORTILLO 01-02-6120-00	04/10/2026 ALOZANO OFFICE SUPPLIES		44.00 44.00	44.00	Open	Y 04/30/2026
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Total Vendor Fastsign - Fastsigns

44.00 44.00

Vendor Flock - Flock Safety

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Vendor Flock - Flock Safety

INV-88202

0000025194	Flock Safety	02/28/2026		35,500.00	35,500.00	Open	Y 27-00071 05/26/2026
	FY26-27 12 FLOCK SAFETY FALCON & 1 FLOCK ALOZANO						
	09-12-5600-18	12 FLOCK SAFETY FALCON & 1 FLOCK SAFETY		35,500.00			

Total Vendor Flock - Flock Safety

	<u>35,500.00</u>	<u>35,500.00</u>	
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Vendor FNBO - FNBO

0955 - MAR/APR

0000025111	FNBO	05/01/2026		1,319.27	1,319.27	Open	Y 04/30/2026
	CREDIT CARD PURCHASES 3/20-4/19/26	JESPOSITO					
	01-01-5651-01	STAFF BIRTHDAY LUNCH		136.65			
	01-01-5651-01	CAIN'S BIRTHDAY TREATS		29.71			
	01-01-5651-01	STAFF BIRTHDAY TREATS		24.17			
	01-01-6165-00	DEPUTY CHIEF 20 YEAR AWARD		156.90			
	01-01-6165-00	EMPLOYEE SERVICE AWARDS		505.95			
	01-01-6165-00	EMPLOYEE SERVICE AWARDS		255.95			
	01-01-6165-00	MARK COLLINS 50 YEAR SERVICE AWARD		209.94			

6803 - DEC25/JA

0000025164	FNBO	02/02/2026		779.97	779.97	Open	N 04/30/2026
	CREDIT CARD CHARGES 12/20/25-1/21/26	JWADE					
	01-02-5610-00	FBI-LEEDA MEMBERSHIP - CHIEF CALVELLO		50.00			
	01-02-6120-00	3 EXTERNAL DRIVES FOR INVESTIGATIONS		704.97			
	01-02-5611-00	BACKGROUND CHECKS		25.00			

2791 - OCT/NOV

0000025165	FNBO	12/02/2025		4,102.92	4,102.92	Open	N 04/30/2026
	CREDIT CARD CHARGES 10/20/25-11/19/25	JWADE					
	01-01-5780-05	LUMINARIES		4,102.92			

2791 - DEC25/JA

0000025166	FNBO	02/02/2026		553.69	553.69	Open	N 04/30/2026
	CREDIT CARD CHARGES 12/20/25-1/21/26	JWADE					
	01-01-6165-00	FUNERAL FLOWERS - FRANK CONFORTI SR		367.75			
	01-01-6165-00	FUNERAL FLOWERS - FRANK PETRIK		185.94			

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Vendor FNBO - FNBO

0770 - OCT/NOV
0000025167

FNBO		12/02/2025		240.80	240.80	Open	N
CREDIT CARD CHARGES	10/20/25-11/19/25	JWADE					04/30/2026
01-01-5780-02		ESSAY GIFT CARDS - STELLLA MAE		110.00			
01-01-5780-02		VETERANS DAY SUPPLIES		47.95			
01-01-5780-03		CHRISTMAS EVENT SUPPLIES		76.48			
01-01-5780-03		CHRISTMAS EVENT POSTAGE		6.37			

Total Vendor FNBO - FNBO

6,996.65 6,996.65

Vendor FRONTLINE - Frontline Public Safety Solutions

INV140472

0000025195

Frontline Public Safety Solutions		06/07/2026		1,403.91	1,403.91	Open	Y
TRAINING TRACKER		ALOZANO					05/26/2026
01-02-5611-00		SUPPORT SERVICES		1,403.91			

Total Vendor FRONTLINE - Frontline Public safety solutions

1,403.91 1,403.91

Vendor Benes G - George Benes

NOVEMBER 2025

0000025204

George Benes		11/30/2026		605.01	605.01	Open	Y 0000002386
CODE ENFORCEMENT INSPECTIONS		JESPOSITO					04/30/2026
01-03-5612-00		Property Maintenance Inspections		605.01			

Total Vendor Benes G - George Benes

605.01 605.01

Vendor Granite - Granite Telecommunications

743913448

0000025218

Granite Telecommunications		05/01/2026		845.05	845.05	Open	Y
CREDIT CARD TERMINALS/AUTO DIALERS - MAY		JESPOSITO					05/26/2026
01-01-5668-00		EXEC MGMT. PHONE CHARGES		89.48			
01-14-5668-00		TRAFFIC ENFORCEMENT PHONE CHARGES		89.47			
01-04-5665-00		STREET DEPT PHONE CHARGES		333.05			
03-12-5665-00		WATER DEPT PHONE CHARGES		333.05			

Total Vendor Granite - Granite Telecommunications

845.05 845.05

Vendor tollway - Illinois Tollway

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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 tollway - Illinois Tollway							
VN5509882181 0000025235	Illinois Tollway UNPAID TOLLS - C.A. TEMP PLATE 01-04-5670-00	05/04/2026 JESPOSITO		12.60	12.60	Open	Y 04/30/2026
	TOLLS			12.60			
VN5109031504 0000025236	Illinois Tollway UNPAID TOLLS - C.A. TEMP PLATE 01-04-5670-00	05/13/2026 JESPOSITO		17.10	17.10	Open	Y 04/30/2026
	TOLLS			17.10			
VN5308755543 0000025251	Illinois Tollway UNPAID TOLLS - C.A. TEMP PLATE 01-04-5670-00	04/30/2026 JESPOSITO		12.30	12.30	Open	Y 04/30/2026
	TOLLS			12.30			
Total Vendor tollway - Illinois Tollway				42.00	42.00		
Vendor CALLONE - INFOBIP VOICE, INC.							
96075 0000025219	INFOBIP VOICE, INC. PW BUSINESS LINES - 4/15-4/30/26 01-04-5665-00	05/15/2026 JESPOSITO		152.75	152.75	Open	Y 04/30/2026
	03-12-5665-00	PHONE SERVICE - STREETS		76.37			
		PHONE SERVICE - WATER		76.38			
96075-1 0000025220	INFOBIP VOICE, INC. PW BUSINESS LINES - 5/1-5/14/26 01-04-5665-00	05/15/2026 JESPOSITO		152.75	152.75	Open	Y 05/26/2026
	03-12-5665-00	PHONE SERVICE STREETS		76.38			
		PHONE SERVICE - WATER		76.37			
Total Vendor CALLONE - INFOBIP VOICE, INC.				305.50	305.50		
Vendor ITouch - ITouch Biometrics LLC							
8231 0000025196	ITouch Biometrics LLC YEARLY MAINTANANCE FEE 01-02-5611-00	05/12/2026 ALOZANO		1,980.00	1,980.00	Open	Y 05/26/2026
	SUPPORT SERVICES			1,980.00			
Total Vendor ITouch - ITouch Biometrics LLC				1,980.00	1,980.00		
Vendor JGUNif - J.G. Uniform, Inc.							

INVOICE REGISTER FOR CITY OF OAKBROOK TERRACE

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Invoice Number Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted PO Number Post Date
Vendor JGUNif - J.G. Uniform, Inc.							
162043 0000025238	J.G. Uniform, Inc. BODY ARMOR - SPARKS 01-02-5715-00	05/14/2026 ALOZANO UNIFORM ALLOWANCE		995.00 995.00	995.00	Open	Y 05/26/2026
162042 0000025239	J.G. Uniform, Inc. BODY ARMOR - HALLIN 01-02-5715-00	05/14/2026 ALOZANO UNIFORM ALLOWANCE		995.00 995.00	995.00	Open	Y 05/26/2026
162041 0000025240	J.G. Uniform, Inc. BODY ARMOR - GARZA J. 01-02-5715-00	05/14/2026 ALOZANO UNIFORM ALLOWANCE		995.00 995.00	995.00	Open	Y 05/26/2026
162007 0000025241	J.G. Uniform, Inc. NAMEPLATE - MELLENS 01-02-5715-00	05/14/2026 ALOZANO UNIFORM ALLOWANCE		12.00 12.00	12.00	Open	Y 05/26/2026
162006 0000025242	J.G. Uniform, Inc. CHANGE OF PATCHES - ELSNER 01-02-5715-00	05/14/2026 ALOZANO UNIFORM ALLOWANCE		118.90 118.90	118.90	Open	Y 05/26/2026
Total Vendor JGUNif - J.G. Uniform, Inc.				3,115.90	3,115.90		
Vendor MinoltaC - Konica Minolta Business Soluti							
508017672 0000025223	Konica Minolta Business Soluti CH ADMIN. COPIER MAINT. - APR. 2026 01-01-5660-00 01-03-5660-00 01-11-5660-00	04/30/2026 JESPOSITO ADMIN. COPIER MAINT. COMM. DEV. COPIER MAINT. FINANCE COPIER MAINT.		211.12 70.37 70.37 70.38	211.12	Open	Y 04/30/2026
9010873597 0000025224	Konica Minolta Business Soluti PD ADMIN. COPIER MAINT. - APR. 2026 01-02-5660-00	05/04/2026 JESPOSITO EQUIPMENT MAINT & REPAIR		164.53 164.53	164.53	Open	Y 04/30/2026

INVOICE REGISTER FOR CITY OF OAKBROOK TERRACE

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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
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Vendor MinoltaC - Konica Minolta Business Soluti

9010873645

0000025225	Konica Minolta Business Soluti EXEC. ADMIN. COPIER MAINT. - APR. 2026 01-01-5660-00	05/04/2026 JESPOSITO EQUIPMENT MAINT & REPAIR		1,459.51 1,459.51	1,459.51	Open	Y 04/30/2026
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Total Vendor MinoltaC - Konica Minolta Business Soluti

1,835.16 1,835.16

Vendor Ace Lomb - Lombard Ace Hardware

2660691

0000025201	Lombard Ace Hardware AIR FILTERS - PD 01-02-5770-00	05/11/2026 JESPOSITO BUILDING MAINTENANCE		103.08 103.08	103.08	Open	Y 05/26/2026
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2661041

0000025202	Lombard Ace Hardware TOUCHUP PAINT - CH 01-04-5770-00	05/15/2026 JESPOSITO BUILDING MAINTENANCE		54.94 54.94	54.94	Open	Y 05/26/2026
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Total Vendor Ace Lomb - Lombard Ace Hardware

158.02 158.02

Vendor maureen - Maureen McGuire

4152

0000025222	Maureen McGuire MAY-JUN TERRACE LEAVES NEWSLETTER 01-01-5625-00	05/12/2026 JESPOSITO FY 2027 TERRACE LEAVES NEWSLETTER		2,485.00 2,485.00	2,485.00	Open	Y 05/26/2026
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Total Vendor maureen - Maureen McGuire

2,485.00 2,485.00

Vendor NIPAS - Northern Illinois Police Alarm System

0000000162

0000025245	Northern Illinois Police Alarm Syst ANNUAL MEMBERSHIP 01-02-5611-00	05/01/2026 ALOZANO SUPPORT SERVICES		1,655.00 1,655.00	1,655.00	Open	Y 05/26/2026
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Total Vendor NIPAS - Northern Illinois Police Alarm System

1,655.00 1,655.00

Vendor ODHC - OTTOSEN DINOLFO HASENBALG & CASTALDO LTD

INVOICE REGISTER FOR CITY OF OAKBROOK TERRACE

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Vendor ODHC - OTTOSEN DINOLFO HASENBALG & CASTALDO LTD

19742							
0000025200	OTTOSEN DINOLFO HASENBALG & CASTALD	01/31/2026		250.00	250.00	Open	Y
	MEETING W/ COMM./MAYOR		ALOZANO				04/30/2026
	01-10-5600-00		PROFESSIONAL/TECHNICAL SERVICE	250.00			

Total Vendor ODHC - OTTOSEN DINOLFO HASENBALG & CASTALDO LTD

250.00	250.00
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Vendor PITNEY3 - Pitney Bowes Inc.

1886 - 050526							
0000025232	Pitney Bowes Inc.	05/05/2026		246.99	246.99	Open	Y
	POSTAGE/SUPPLIES - CH		JESPOSITO				05/26/2026
	01-02-6170-00		POSTAGE	246.99			

Total Vendor PITNEY3 - Pitney Bowes Inc.

246.99	246.99
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Vendor porter - Porter Lee Corporation

33448							
0000025197	Porter Lee Corporation	05/12/2026		149.40	149.40	Open	Y
	LABELS FOR EVIDENCE		ALOZANO				05/26/2026
	01-02-6120-00		OFFICE SUPPLIES	149.40			

Total Vendor porter - Porter Lee Corporation

149.40	149.40
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Vendor oherron - Ray O'Herron Co. Inc.

2478800							
0000025243	Ray O'Herron Co. Inc.	05/13/2026		299.52	299.52	Open	Y
	PROMOTION - MELLENS		ALOZANO				05/26/2026
	01-02-5715-00		UNIFORM ALLOWANCE	299.52			

2479735

0000025256	Ray O'Herron Co. Inc.	05/18/2026		2,029.99	2,029.99	Open	Y
	NEW HIRE - BERGGREN		ALOZANO				05/26/2026
	01-02-5715-00		UNIFORM ALLOWANCE	2,029.99			

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

2,329.51	2,329.51
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Vendor pitney1 - Reserve Account Pitney Bowes Inc.

INVOICE REGISTER FOR CITY OF OAKBROOK TERRACE

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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
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Vendor pitney1 - Reserve Account Pitney Bowes Inc.

051326							
0000025231	Reserve Account Pitney Bowes Inc.	05/13/2026		500.00	500.00	Open	Y 05/26/2026
	REPLENISH PD POSTAGE	JESPOSITO					
	01-02-6170-00	POSTAGE		500.00			

Total Vendor pitney1 - Reserve Account Pitney Bowes Inc.

500.00 500.00

Vendor Gonzini - Robert J. Gonzini

05192026							
0000025253	Robert J. Gonzini	05/19/2026		781.88	781.88	Open	Y 27-00063 05/26/2026
	ELEC. & BLDG. INSPECTIONS 5/7-5/19/26	JESPOSITO					
	01-03-5600-00	ELECTRICAL & BUILDING INSPECTION SERVICE		781.88			

Total Vendor Gonzini - Robert J. Gonzini

781.88 781.88

Vendor RTS - RTS TACTICAL

INV4408							
0000025199	RTS TACTICAL	05/12/2026		5,399.99	5,399.99	Open	Y 05/26/2026
	BALLISTIC SHIELD (1)	ALOZANO					
	01-02-6190-00	NON-CAPITAL EQUIPMENT		5,399.99			

Total Vendor RTS - RTS TACTICAL

5,399.99 5,399.99

Vendor spect - Special T Unlimited

54016							
0000025233	Special T Unlimited	05/01/2026		150.00	150.00	Open	Y 05/26/2026
	POLO SHIRTS - DET. PORTILLO	JESPOSITO					
	01-02-5715-00	UNIFORM ALLOWANCE		150.00			

54114							
0000025237	Special T Unlimited	05/15/2026		265.00	265.00	Open	Y 05/26/2026
	PD POLO SHIRTS - CALVELLO/CLARK	JESPOSITO					
	01-02-5715-00	UNIFORM ALLOWANCE		265.00			

Total Vendor spect - Special T Unlimited

415.00 415.00

Vendor BIERIG - STEVEN M. BIERIG

INVOICE REGISTER FOR CITY OF OAKBROOK TERRACE

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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 BIERIG - STEVEN M. BIERIG							
05182026 0000025257	STEVEN M. BIERIG ARBITRATION HEARING FEES 01-01-5675-00	05/18/2026 JESPOSITO LEGAL SERVICES		900.00 900.00	900.00	Open	Y 05/26/2026
Total Vendor BIERIG - STEVEN M. BIERIG				<u>900.00</u>	<u>900.00</u>		
Vendor Tintz - Tintz Plus Inc							
050726 0000025234	Tintz Plus Inc TINT FRONT DOOR WINDOWS '26 EXPLORER & B JESPOSITO 01-04-5660-00	05/07/2026 EQUIPMENT MAINT & REPAIR		400.00 400.00	400.00	Open	Y 05/26/2026
Total Vendor Tintz - Tintz Plus Inc				<u>400.00</u>	<u>400.00</u>		

# of Invoices:	78	# Due: 78	Totals:	255,463.73	255,463.73
# of Credit Memos:	0	# Due: 0	Totals:	0.00	0.00
Net of Invoices and Credit Memos:				255,463.73	255,463.73

--- TOTALS BY FUND ---

01 CORPORATE FUND	186,182.81	186,182.81
03 WATER FUND	3,637.20	3,637.20
05 MOTOR FUEL TAX FUND	10,942.72	10,942.72
09 CAPITAL IMPROVEMENTS FUND	54,701.00	54,701.00

--- TOTALS BY DEPT/ACTIVITY ---

00	34,847.34	34,847.34
01 EXECUTIVE MANAGEMENT	16,967.80	16,967.80
02 PUBLIC SAFETY	109,207.49	109,207.49
03 BUILDING & ZONING	9,961.56	9,961.56
04 PUBLIC WORKS	11,424.88	11,424.88
10 POLICE COMMISSION	1,841.75	1,841.75
11 FINANCE	1,842.52	1,842.52
12 OPERATING	69,280.92	69,280.92
14 TRAFFIC LIGHT ENFORCEMENT	89.47	89.47

City of Oakbrook Terrace

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



City Council Regular Meeting Minutes

Tuesday, May 12, 2026 7:00 PM

Council Chambers - City Hall - 17W261 Butterfield Road



CITY COUNCIL REGULAR MEETING MINUTES

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

Mayor Esposito called May 12, 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 28, 2026 was made by Alderman Greco and seconded by Alderman Petro. The motion carried.

VI. PUBLIC PARTICIPATION

Laurel Shea, Vice President of the Berkshire Homeowners Association, expressed concerns regarding ongoing disruptive and abusive behavior by adolescent boys fishing at a private pond. She reported that the situation has escalated to rocks being thrown at homes and the use of

profane language. Calls regarding the incidents have been made to the Police Department, and Ms. Shea requested that citations be issued.

The Mayor stated that he had been informed of the situation earlier that day by Officer Cipriani. Deputy Chief D. Clark advised that additional police presence would be provided in the area.

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.

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

Roll Call

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

Nays: none

Absent: none

VIII. ITEMS REMOVED FROM THE CONSENT AGENDA

None

IX. RECESS TO COMMITTEE OF THE WHOLE

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

X. MAYOR ESPOSITO

The annual Cop on Top fundraiser benefiting Special Olympics will be held on May 15 from 5:00 am to noon at the Dunkin Donuts located at 17W460 W 2nd Street in partnership with the Oakbrook Police Department.

Woodland Windows will have a ribbon cutting on May 16 at 1:00 PM located at JRC Plaza.

OBT Park District is hosting a Touch a Truck on May 16 from 10–2:00 PM at Heritage Park.

The Salvation Army is hosting an open house on May 21 from 11–2:00 PM.

The swearing in ceremony for new Officer Nicholas Berggren, along with the promotions of Officer Mellens and Officer Elsner to the rank of Sergeant will be held on May 14 at 11:00 AM in the City Council Chambers.

City Hall will be closed on May 25 in observance of Labor Day. Summer hours at City Hall will begin June 1, Mon – Thurs 8:00 - 5:00 PM and Friday 8:30 – noon thru September 4.

A State of the City with the Mayor: Coffee and Conversation will be held on May 22 at 9:00 AM in the City Council Chambers.

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.

Interdepartmental memo prepared by Director of Public Services, C. Ward, indicating a cost of approximately \$130,731. The budgeted amount was \$135,000. The 2001 Ford is up for auction.

Moved to consent agenda.

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.

An interdepartmental memo was prepared by Director of Public Services, C. Ward. The invoice amount for the purchase of a John Deere Loader as noted above is \$191,324.94. The budgeted amount was \$190,000. The previous vehicle is a 1994 and public works will keep that at the salt barn.

Alderman Biskup liked the vehicle package with the extended warranty.

No further comments.

Moved to consent agenda.

3. Draft Ordinance Appointing Corporation Counsel and Approving and Authorizing the Execution of a Legal Services Agreement for the City of Oakbrook Terrace – 2026.

Effective May 1, 2026, R. Ramello will become an independent attorney. Ramello has decided to represent clients as an independent contractor and give up his management duties at the law firm. The City will retain R. Ramello as opposed to retaining the law firm.

Alderman Petro questioned who will represent R. Ramello if he cannot attend a meeting. Ramello replied it will be M. Holmes who has attended past meetings and will become a partner within the firm in the near future.

Aldermen Sarallo, Barbari, Biskup, Greco and Rada are in support of R. Ramello and his services to the City.

Moved to consent agenda.

4. Discussion Item – Presentation of “New” Website Platform.

The Mayor stated that the proposed website platform would enhance the City’s current website and help promote available real estate opportunities that may have been overlooked in the past.

T. Walker presented information regarding the website and its features, including available real estate, demographic data, educational statistics, business types and counts, and

consumer expenditure data showing where residents spend their money. The platform is intended to support economic development efforts and attract new businesses to the City. Comparisons with surrounding communities would also assist M. Headley in Community Development initiatives. A link to the platform would be available on the City's website, allowing residents and other users to access and utilize the information. The annual cost of the platform is \$5,000.

Alderman Greco questioned the benefit of the website versus a google search. T. Walker explained the benefits.

Alderman Rada remarked this would be an important tool to help people who are not from the area.

Alderman Biskup asked if you can see other neighboring city's information. T. Walker replied, yes.

Alderman Petra said he could use the website for York Center and senior related information.

City Attorney, R. Ramello, will review the website.

Mayor Esposito suggested council take some time to get familiar with the website and a discussion will continue at the next council meeting.

XII. COUNCIL MEMBER COMMENTS

Alderman Rada noticed the increased traffic stops on Meyers Rd. and appreciates the police presence. Mayor Esposito acknowledged that police productivity is up and overtime is down.

Alderman Biskup and Sarallo congratulated the two new promotions within the police department.

Alderman Barbari requested an updated list of direct phone numbers to police officers.

Alderman Petro noted that recruiting continues to go well with the new police commission.

No further comments from the aldermen.

XIII. CITY ATTORNEY

No comment.

XIV. CITY CLERK

No comment.

XV. CITY ADMINISTRATOR

T. Walker commented that the audit begins next week and aldermen may be contacted.

XVI. RECONVENE THE CITY COUNCIL MEETING

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

XVII. NEW BUSINESS

XVIII. ADJOURN

Motion to adjourn was made by Alderman Rada and seconded by Alderman Sarallo at 7:42 PM.

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

Respectfully submitted,

Margie Tannehill, Recording Secretary

Attested:

Michael Shadley, City Clerk

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

ORDINANCE NO. 26 - 55

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	

<p>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</p>	<p>Invoice To: City of Oakbrook Terrace 17W275 Butterfield Road Oakbrook Terrace, IL 60181-4041 Phone: 630-941-8300 Attn: Tanya Walker, City Administrator</p>
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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 - 56

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:	flrect@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

ORDINANCE NO. 26 - 57

AN ORDINANCE APPOINTING CORPORATION COUNSEL AND APPROVING AND AUTHORIZING THE EXECUTION OF A LEGAL SERVICES AGREEMENT FOR THE CITY OF OAKBROOK TERRACE, ILLINOIS

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

WHEREAS, Section 3.1-30-5 of the Illinois Municipal Code, 65 ILCS 5/3.1-30-5, and Section 32.012 of the Code of Oakbrook Terrace, Illinois, authorize the Mayor, by and with the advice and consent of the City Council, to appoint officers necessary to carry into effect the powers conferred upon the City;

WHEREAS, Section 32.060 of the Code of Oakbrook Terrace, Illinois, creates the office of Corporation Counsel as an executive office of the City to be appointed by the Mayor by and with the advice and consent of the City Council;

WHEREAS, the Mayor with the advice of the City Council has appointed Richard J. Ramello to serve as Corporation Counsel (the “Corporation Counsel”), and the City Council desires to consent to the appointment;

WHEREAS, Section 30.70(a)(1) of the Code of Oakbrook Terrace, Illinois, requires that the requirements to be met and the means and methods to be used in procuring professional services be determined by the City Administrator with the concurrence of the City Council;

WHEREAS, the City Administrator has determined the requirements to be met and the means and methods to be used in procuring the Corporation Counsel’s services, which determination is attached hereto marked as Exhibit “A” and made a part hereof;

WHEREAS, the City Council desires to set the compensation and establish certain terms and conditions of retaining the Corporation Counsel through a Legal Services Agreement by and between the City of Oakbrook Terrace, Illinois, and Richard J. Ramello (the “Legal Services Agreement”); and

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

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

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

Section 2: The City Council hereby consents to the nomination of Richard J. Ramello to serve in the office of Corporation Counsel.

Section 3: The Mayor shall be and is hereby authorized and directed to execute and file with the City Clerk the Certificate of Appointment of Richard J. Ramello to the office of Corporation Counsel, a copy of which is attached hereto marked as Exhibit “A” to the Legal Services Agreement and made a part hereof.

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

Section 5: The corporate authorities of the City hereby approve any company duly authorized to issue surety bonds in the State of Illinois as surety on the bond to be provided by the Corporation Counsel and hereby approve the bond of the Corporation Counsel in the penal sums hereby established.

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

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

Section 8: Upon Richard J. Ramello’s taking the Oath of Office, a copy of which is attached hereto marked as Exhibit “B” to the Legal Services Agreement and made a part hereof, upon the issuance and execution of the official bond by the Corporation Counsel and by the surety, respectively, and the filing of the bond of the Corporation Counsel in the office of the City Clerk and the Corporation Counsel’s satisfying all other qualifications of office, the Mayor shall be and is hereby authorized and directed to execute and file with the City Clerk the Warrant of Commission of Richard J. Ramello as Corporation Counsel, a copy of which is attached hereto marked as Exhibit “C” to the Legal Services Agreement and made a part hereof.

Section 9: It is hereby determined that it is advisable, necessary and in the public interest that the City approve and does hereby approve the Legal Services Agreement with Richard J. Ramello to provide the compensation, terms and conditions of the appointment of Richard J. Ramello as Corporation Counsel.

Section 10: The City Council does hereby concur that the requirements to be met by the Corporation Counsel are contained in the Legal Services Agreement and the Attorney’s Certification attached to the Legal Services Agreement and that the means and methods to be used in procuring the Corporation Counsel’s services are to be by the submission of the Legal Services Agreement and execution thereof by the Corporation Counsel.

Section 11: Provided that Richard J. Ramello executes the Attorney’s Certification, a copy of which is attached hereto marked as Exhibit “G” 333 to the Legal Services Agreement and made a

part hereof and the Legal Services Agreement, a copy of which is attached hereto marked as Exhibit “B” and made a part hereof, the Mayor shall be and is hereby authorized and directed to execute and the City Clerk shall be and is hereby authorized to attest on behalf of the City the Legal Services Agreement.

Section 12: This ordinance shall be in full force and effect upon its passage and approval in accordance with law.

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

AYES: _____

NAYS: _____

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 of the City
of Oakbrook Terrace, DuPage County, Illinois

EXHIBIT “A”

DETERMINATION OF THE CITY ADMINISTRATOR

I hereby determine that the requirements to be met by the Corporation Counsel are contained in the Legal Services Agreement with the Corporation Counsel, a copy of which is attached hereto marked as Exhibit “B” and made a part hereof and the Attorney’s Certification, a copy of which is attached hereto marked as Exhibit “G” to the Legal Services Agreement. The means and methods to be used in procuring the Corporation Counsel’s services are hereby determined to be by the submission of a Legal Services Agreement and execution thereof by Richard J. Ramello.

By: _____
Tanya Walker, City Administrator

EXHIBIT “B”

LEGAL SERVICES AGREEMENT

THIS AGREEMENT (hereinafter referred to as the “Agreement”) is effective on the 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.

(J) Being duly appointed to the office of Corporation Counsel, in and for the City of Oakbrook Terrace, does hereby acknowledge receipt of a copy of the Code of Ethics of the City of Oakbrook Terrace, attached hereto marked as Exhibit H and does hereby affirm that he has reviewed its provisions and that he agrees to comply with and support the provisions of such Code of Ethics to the best of his ability.

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 26, 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 26, 2026

Notary Public

EXHIBIT “H”

CODE OF ETHICS

§ 30.26 STATEMENT OF PHILOSOPHY.

It shall be the policy and practice of the city that its elected and appointed officers and employees always perform their official duties and job responsibilities solely for the service and benefit of the citizens residing in or maintaining a business within the city. Any impropriety or the appearance of impropriety created by any conflict of interest between official duties and personal interests or benefits shall be avoided.

§ 30.27 PERSONS COVERED.

This Code of Ethics and its provisions shall apply to all duly elected or appointed public officers and employees, and shall be in full force and effect for the duration of their term of office or employment with the city.

§ 30.28 DEFINITIONS.

As used in this subchapter, the following terms shall have the meanings ascribed to them herein, unless the context clearly indicates that a different meaning is intended.

BUSINESS. A corporation, partnership, sole proprietorship, firm, organization or other legal entity carrying on any business, whether for profit or not-for-profit.

CAMPAIGN CONTRIBUTION.

- (1) A gift, subscription, donation, dues, loan, advance or deposit of money or anything of value, knowingly received in connection with the nomination for election, or election of any person to public office;
- (2) The purchase of tickets for fund- raising events, including but not limited to dinners, luncheons, cocktail parties, and rallies made in connection with the nomination for election, or election of any person to public office;
- (3) A transfer of funds between political committees;
- (4) The services of an employee donated by an employer, in which case the contribution shall be listed in the name of the employer, except that any individual services provided voluntarily and without promise or expectation of compensation from any source shall not be deemed a contribution.

CAMPAIGN CONTRIBUTION shall not include:

- (1) The use of real or personal property and the cost of invitations, food and beverages, voluntarily provided by an individual in rendering voluntary personal services on the individual's

residential premises for candidate-related activities; provided the value of the service provided does not exceed an aggregate of \$150 in a reporting period.

(2) The sale of any food or beverage by a vendor for use in a candidate's campaign at a charge less than the normal comparable charge, if such charge for use in a candidate's campaign is at least equal to the cost of such food or beverage to the vendor.

CONDITIONS OF EMPLOYMENT. Wages, hours, benefits, personnel policies and practices, grievances including but not limited to any claimed violation, misinterpretation or misapplication of any rule or regulation, disputes between management and an employee, requirements and responsibilities for a particular job, disciplinary matters, or managerial prerogatives pursuant to Chapter 32 of this Code.

CONFIDENTIAL INFORMATION. Information, which by law or practice is not available to the public.

FINANCIAL INTEREST. Any interest which may yield, directly or indirectly, a monetary or other material benefit to a public officer or employee or to any person employing or retaining the services of such an officer or employee, other than the duly authorized salary or compensation paid to an officer or employee for services to the city.

OFFICIAL ACT or ACTION. Any legislative, administrative, or discretionary act of any public officer or employee of the city, or of any agency, board, committee or commission thereof.

PERSONAL INTEREST. Any interest arising from blood or marriage relationships, or from business or political associations, whether or not any financial interest is involved.

PUBLIC OFFICER or EMPLOYEE. Any person, officer, or employee holding a position by election, appointment, or employment in the service of the city, whether paid or unpaid, including membership with any agency, board, committee, or commission thereof; provided, however, that no independent contractor shall be considered a public officer or employee unless the independent contractor is an individual and, as such individual, has been appointed to an office.

TRANSACTION. The offer of, or the sale, purchase or furnishing of, any real or personal property or services for a valuable consideration by or to any person or entity, directly or indirectly, as a vendor or vendee, prime contractor, subcontractor or otherwise, for the use and benefit of the city or of such person or entity. It shall also include an application, petition or request for any license, zoning amendment, variation, planned unit development approval, or special use permit which involves or requires any official act or action of the city.

§ 30.29 NEPOTISM

After the adoption of this Code of Ethics, as an amendment to the City's Code of Ordinances, no person shall be hired or appointed by the City to any office, position, employment, employment contract or duty for which the salary, wages, pay or compensation is to be paid out of public funds, if that person is part of the immediate family of any public officer or employee at or above the level of Department Head. This prohibition does not pertain to appointments to the City Council or Advisory Boards and Commissions, which are appointed by the Mayor with the advice and consent of the City

Council. For purposes of this section, “immediate family” shall include spouse, mother, father, sister, brother, son, daughter, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandmother, grandfather, grandson, granddaughter, uncle, aunt, niece, nephew, first cousin.

§ 30.30 USE OF CITY EQUIPMENT, PROPERTY AND SERVICES.

No public officer or employee shall have use of city equipment, property or services to a greater degree or extent than is afforded to all residents and taxpayers, or as may be created by the City Council's formal action to establish any policy permitting such use by public officers or employees in order to perform their prescribed duties.

§ 30.31 CONFLICT OF INTEREST.

No public officer or employee shall perform or participate in any official act or action with regard to any transaction in which such public officer or employee has, or knows he or she will thereafter acquire, a financial interest; provided, however, that any financial interest permitted or prohibited under applicable state laws and regulations, as they may be amended from time to time, shall be permitted or prohibited under the same circumstances and conditions and to the same extent as therein set forth. Nothing contained herein shall prevent the City Council from establishing guidelines or other provisions regulating outside employment with a business or entity other than the city, as part of the City of Oakbrook Terrace Personnel Policy and Procedures Manual, or as part of any collective bargaining agreement or contract of employment.

§ 30.32 ABUSE OF POWER.

No public officer or employee shall use the prestige or power of any office or employment other than as authorized by state law or ordinance.

§ 30.33 GIFTS.

(A) Prohibitions. Except as otherwise provided in this section, no officer or employee shall intentionally solicit or accept any gift from any prohibited source, as defined under § 1-5 of the State Officials and Employees Ethics Act (ILCS Ch. 5, Act 430, § 1-5), or in violation of any federal or state statute, rule, or regulation. This ban applies to and includes the spouse of and immediate family living with the officer or employee. No prohibited source shall intentionally offer or make a gift that violates this section.

(B) An officer or employee does not violate this Act if he or she promptly takes reasonable action to return the prohibited gift to its source or gives the gift or an amount equal to its value to an appropriate charity that is exempt from income taxation under § 501(c)(3) of the Internal Revenue Code of 1986, as now or hereafter amended, renumbered or succeeded.

(C) Exceptions. The restriction in this section does not apply to the following:

(1) Opportunities, benefits, and services that are available on the same conditions as for the general public.

(2) Anything for which the officer or employee pays the fair market value.

(3) Any (i) contribution that is lawfully made under the Election Code or under the Gift Ban Act or (ii) activities associated with a fundraising event in support of a political organization or candidate.

(4) Educational materials and missions.

(5) Travel expenses for a meeting to discuss city business.

(6) A gift from a relative, meaning those people related to the individual as father, mother, son, daughter, brother, sister, uncle, aunt, great aunt, great uncle, first cousin, nephew, niece, husband, wife, grandfather, grandmother, grandson, granddaughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, and including the father, mother, grandfather, or grandmother of the individual's spouse and the individual's fiancé or fiancée.

(7)

(a) Anything provided by an individual on the basis of a personal friendship unless the officer or employee has reason to believe that, under the circumstances, the gift was provided because of the official position or employment of the officer or employee and not because of the personal friendship.

(b) In determining whether a gift is provided on the basis of personal friendship, the officer or employee shall consider the circumstances under which the gift was offered, such as:

1. The history of the relationship between the individual giving the gift and the recipient of the gift, including any previous exchange of gifts between those individuals;

2. Whether to the actual knowledge of the officer or employee the individual who gave the gift personally paid for the gift or sought a tax deduction or business reimbursement for the gift; and

3. Whether to the actual knowledge of the officer or employee the individual who gave the gift also at the same time gave the same or similar gifts to other officers or employees.

(8) Food or refreshments not exceeding \$75 per person in the value on a single calendar day; provided that the food or refreshments are (i) consumed on the premises from which they were purchased or prepared or (ii) catered. For the purposes of this division (C)(8), CATERED means food or refreshments that are purchased ready to eat and delivered by any means.

(9) Food, refreshments, lodging, transportation, and other benefits resulting from outside business or employment activities (or outside activities that are not connected to the duties of an officer or employee) of the officer or employee, or the spouse of the officer or

employee, if the benefits have not been offered or enhanced because of the official position or employment of the officer or employee, and are customarily provided to others in similar circumstances.

(10) Intra-governmental and inter-governmental gifts. For the purpose of this division (C)(10), INTRA-GOVERNMENTAL GIFT means any gift given to an officer or employee from another officer or employee; and INTER-GOVERNMENTAL GIFT means any gift given to an officer or employee by an officer or employee of another governmental entity.

(11) Bequests, inheritances, and other transfers at death.

(12) Any item or items from any one prohibited source during any calendar year having a cumulative total value of less than one \$100.

§ 30.34 DISCLOSURE BY CERTAIN APPLICANTS FOR LICENSES, PERMITS, REZONING OR ANNEXATIONS.

(A) After the adoption of this subchapter, as an amendment to the city's Code of Ordinances, all applicants for any liquor license, whether as part of an original application or for a renewal, for any franchise, or for any permit for annexation, rezoning, or other zoning relief, shall be provided with a current list of all individuals who are currently public officers or employees for the city, and shall complete the following warranty statement:

The undersigned hereby represents and warrants to the City of Oakbrook Terrace that no individual who is a public officer or employee has any ownership interest in the entity making this application or in the real estate which is the subject of this application, nor are any such individuals an officer, director, or employee of the entity making the application. If the foregoing representation is inaccurate, the undersigned hereby states the nature of any interest and the name of any such individual who is an officer, director, or employee of the applicant or who has an ownership interest in the applicant entity or in the real estate, which is the subject of this application.

The applicant shall swear to the above statement before a notary public or other appropriate officer authorized to administer oaths in the State of Illinois. Any public officer or employee who receives an application which contains a statement that public officers or employees have a prohibited interest in the applicant entity or in the real estate which is the subject of the application, shall immediately forward a copy of such statement to the office of the City Attorney, who shall promptly notify the City Council of any person named by the applicant in response to the foregoing inquiry. In addition to the penalties provided by law for perjury, any person who executes an application, and knows, or should have known upon reasonable inquiry that the statements set forth therein or any parts thereof are false, shall be in violation of this subchapter and subject to the penalties set forth herein.

(B) Each and every application specified in division (A) above shall also contain a statement by the applicant that neither the applicant nor any agent, officer, employee, or anyone acting on behalf of the applicant, has provided any public officer or employee with any gift, gratuity, pecuniary benefit, real or personal property, or services, or any other thing or item of value, whether

in the form of money, services, loans, travel, entertainment, discounts, hospitality, offers of employment, or forgiveness of debt or obligation. If the applicant is unable to truthfully make such representation, the applicant shall state the name and the nature of the gift made to any such individual who is a public officer or employee and the date of the gift. If any person executes an application knowing that the statements set forth therein, or any part thereof, are false, it shall also be grounds for denial of the application, and such person shall be deemed in violation of this subchapter and subject to the penalties set forth herein.

§ 30.35 COUNCIL TO ACT AS A BODY.

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

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

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

§ 30.36 NONPARTISAN ORGANIZATION.

(A) No public officer shall promise an appointment or employment to any municipal position as a reward for any political activity.

(B) No public officer shall solicit any city employee to contribute to, or perform work for, any political party as a condition of continued employment.

(C) No public officer shall promise passage of a motion, ordinance or resolution as a reward for any reason. This prohibition shall not include any general campaign statements or promises made by a public officer who is candidate for public office during an election campaign.

§ 30.37 DISCLOSURE OF INTEREST.

(A) If any public officer or employee has any personal interest in a contract or transaction that is or is likely to become the subject of an official act or action in which such officer or employee is or will be involved, the nature and extent of such interest shall be disclosed on the record of the City Council or any other agency, committee or commission performing such act or action or, in the

case of employees, the nature and extent of the interest shall be disclosed to the City Administrator. For purposes of this section, a PERSONAL INTEREST shall be an interest that affects the officer or employee in a manner which is different or unique from the interest of the public, including, but not limited to, family or business relationships with persons having business with the city.

(B) No public officer or employee shall, in such capacity, participate in the deliberation or vote, or otherwise take part in the decision-making process on any agenda item in which he or she is found to have a prohibited financial interest in a contract or business of the city, as such a prohibited interest is defined in state law.

(C) Public officers and employees shall also comply with the applicable Illinois law concerning disclosures of interest.

§ 30.38 UNAUTHORIZED DISCLOSURE AND USE OF CONFIDENTIAL OR PRIVILEGED INFORMATION.

No public officer or employee shall disclose, confidential or privileged information concerning the property, government, or affairs of the city; and no such public officer or employee shall use any such confidential or privileged information to advance his or her own interests or those of such officer or employee's family members. Nothing contained in this section shall prevent the City Administrator from disclosing to any staff members or contractor(s) such confidential or privileged information as the City Administrator may determine to be necessary to carry out his or her duties and to enable such staff members or contractor(s) to carry out their respective duties and responsibilities. Nothing contained in this section shall prevent any individual from disclosing matters or information of public concern as may be permitted or required by the Illinois Freedom of Information Act, the Illinois Open Meetings Act, or any other provision of state or federal law.

§ 30.39 MISREPRESENTATION OF CITY DECISIONS OR POSITIONS.

No public officer or employee shall state that the city has made a particular decision or adopted a specific position concerning any matter if such public officer or employee knows that the city has not, in fact, duly made or adopted such decision or position. This section shall not be construed to prohibit any public officer or employee from stating personal views concerning any matter, so long as such views are clearly identified as personal and not as the official decision or position of the city.

§ 30.40 HARASSMENT.

It is the policy of the city that all employees have the right to work in an environment free from all forms of discrimination and conduct, which may be considered harassing, coercive or disruptive, including sexual harassment. Such behavior is unacceptable and will not be tolerated. No employee, male or female, should be subject to unsolicited and unwelcome words or conduct. All city officers and employees shall be subject to the policy set forth in Section 2.9 of the City of Oakbrook Terrace Personnel Policy and Procedures Manual, including the procedures for reporting complaints of harassment. Harassment by any Alderman or the Mayor shall be reported to the City Administrator, who shall promptly consult with the City Attorney to initiate the appropriate investigation. Harassment by the City Administrator shall be reported to the Mayor, who shall promptly consult with the City Attorney to initiate the appropriate investigation.

§ 30.41 REQUIREMENT TO REPORT BREACHES.

(A) Any public officer or employee who finds credible evidence of a breach of this Code of Ethics shall, at the earliest opportunity, file a written report concerning such breach with his or her immediate supervisor. Supervisors are responsible for immediately reporting any such breach by a public officer or employee to the City Administrator and, in the case of an elected officer, the City Administrator shall immediately report any such breach to the City Attorney.

(B) If the City Attorney directly receives a report of fraudulent acts or related misconduct, the City Attorney will immediately notify the City Administrator of such report and the allegations thereof. In cases of reported allegations of fraudulent acts or related misconduct involving the City Administrator, the City Attorney will notify the Mayor and the two most senior Aldermen on the City Council. In such cases, the Mayor and the City Council will directly consult with the City Attorney to initiate an appropriate investigation.

(C) All parties involved in reporting or investigating any reported breach of this Code of Ethics shall maintain information related thereto in the strictest confidence to the extent permitted by law. The disclosure of such reports shall be limited only to those individuals who have a need to know for an adequate investigation to be conducted.

§ 30.42 VIOLATIONS; PENALTIES; RECONSIDERATION OF TRANSACTIONS.

(A) A finding that any public officer or employee has violated any provision of this subchapter shall, to the extent permitted by state law, constitute cause for reprimand, censure, suspension, removal, or other appropriate disciplinary action.

(B) Any person who is prosecuted for a violation of this subchapter, and either pleads guilty or is found guilty by a court of competent jurisdiction shall be fined an amount not less than \$250 nor more than \$750 for each offense. In cases of a continuing violation, the City Attorney is authorized to apply to a court of competent jurisdiction for a restraining order or injunction to abate such violation and for such other and further remedies as may be provided by law.

(C) Any transaction which was the subject of an official act or action of the city in which any public officer or employee had an interest prohibited by this subchapter, or which involved the violation of a provision of this subchapter, shall be officially reconsidered upon discovery, disclosure, or determination of such interest or violation.

(D) In the event the City Attorney reasonably determines that it is necessary to conduct an investigation into any alleged violations of the provisions of this subchapter, and that it would not be appropriate for the office of City Attorney to investigate such allegations, the City Attorney, with the advice and consent of the City Council, shall retain the services of an investigator/attorney to act as an independent counsel to investigate the allegations of such violations of this subchapter at an hourly rate not to exceed the then-current hourly rate charged to the city of litigation services by the office of the City Attorney. The independent counsel's charge shall be to investigate whether or not there is probable cause to believe that a violation of this subchapter has occurred and to take such action on behalf of the city to prosecute such violations. Such independent counsel shall have the sole discretion to determine if prosecution is warranted, to file such charges or complaints as he or she may decide to be appropriate, and to prosecute such complaints or charges on behalf of the city.

(E) The city may also pursue an insurance claim to recover all or some of its losses as a result of fraudulent acts or related misconduct. The city shall have the right to terminate and/or suspend suppliers or contractors that have been found to have committed fraudulent acts or related misconduct.

§ 30.43 REPORTING OF FINDINGS.

The City Attorney, or the independent counsel retained by the City Attorney, shall file a written report of findings with the corporate authorities of the city, documenting the findings and disposition of each complaint. The City Attorney shall maintain a record of ethics complaints and these reports, and a copy of each shall be filed in the office of the City Clerk. Each complaint and report of findings shall be subject to public review to the extent provided by state law. The City Attorney will attempt to notify the sender and acknowledge receipt of the report of the alleged fraudulent acts or related misconduct within five business days; however, it is recognized that it will not be possible to acknowledge receipt of anonymously submitted violations.

§ 30.44 RELATIONSHIP OF THIS SUBCHAPTER TO STATE LAW.

The standards of this subchapter shall supplement the provisions regarding municipal officers set forth in Illinois law, and any other ordinances of the city relating to conduct for municipal officers and employees. The requirements set forth herein are in addition to, and not a substitute for, any similar requirements provided for under state or federal law.

§ 30.45 DISTRIBUTION.

(A) Within 30 days after enactment of this subchapter, as an amendment to the city's code of ordinances, the City Administrator shall cause a copy thereof to be distributed to every public officer and employee of the city. Thereafter, each public officer and employee who is elected, appointed, or engaged shall be furnished a copy of this subchapter before entering upon the duties of his or her office or employment. Within 21 days after receipt of a copy of this subchapter, each public officer and employee shall execute a non-binding declaration acknowledging such receipt and stating his or her agreement to comply with and support the provision of such subchapter, as follows:

I, the undersigned, being duly elected or appointed to the office (or position) of _____, in and for the City of Oakbrook Terrace, do hereby acknowledge receipt of a copy of the Code of Ethics of the City of Oakbrook Terrace. I do hereby affirm that I have reviewed its provisions and that I agree to comply with and support the provisions of such Code of Ethics to the best of my ability.

(B) The failure to file a declaration of acceptance shall not constitute a violation of this subchapter and shall not be the grounds for any discipline or sanctions hereunder.

§ 30.46 WHISTLEBLOWER POLICY.

(A) Intent. The Whistleblower Policy (the Policy) is intended to enable employees, elected and appointed officials, residents, suppliers, customers, and others to raise concerns regarding alleged fraudulent acts or related misconduct, anonymously or otherwise, without

retaliation or, in the case of an employee, adverse employment consequences. The Policy is based on the Whistleblower Act of the State of Illinois (ILCS Ch. 740, Act 174, §§ 1, et seq. (the Act)).

(B) Definitions. As used in this section, the following terms shall have the meanings ascribed to them herein, unless the context clearly indicates that a different meaning is intended.

FRAUDULENT ACTS. Include any intentional act or omission designed to deceive others, resulting in the victim suffering a loss, and/or the perpetrator achieving a gain.

RETALIATION or any threat of retaliation against any official, employee, resident, supplier, customer or other person for disclosure of a fraudulent act or related misconduct or refusal to participate in unlawful activity is expressly prohibited by the Act.

(C) Reporting retaliation. Employees who believe that they have been retaliated against for reporting fraudulent acts or related misconduct should advise the City Attorney in writing. The City Attorney shall take appropriate action to investigate and address complaints of retaliation.

(D) Any individual reporting alleged fraudulent acts or related misconduct must act in good faith and have reasonable grounds for believing the information disclosed provides evidence of an improper transaction or a violation of the law or administrative policies.

(E) Making allegations maliciously, recklessly, or with the fore knowledge that the allegations were false, will be viewed as a serious offense and may result in penalties as provided by the city's personnel policies or applicable Illinois law.

(F) A key factor in the detection of fraudulent acts or related misconduct is educating elected and appointed officials, employees, residents, suppliers, customers, and others to recognize fraudulent acts or related misconduct that may occur. For this reason, the city will, to the extent it considers practical, provide training and education concerning the whistleblower policy.

(G) An appointed official, employee, resident, supplier, customer or other person may report a possible fraudulent act or related misconduct, anonymously or otherwise, in any of the following ways:

(1) Download the Suspected Fraud form from the city's website at oakbrookterrace.net and mail the completed form to the City Attorney at 17W275 Butterfield Road, Oakbrook Terrace, Illinois 60181; and

(2) Phone the anonymous Fraud Hotline at (630) 941-8300, extension 399.

(H) Except in cases of anonymous submission, the complainant will be informed of the outcome of the investigation by the Office of the City Attorney.

AudioVisual Solutions Proposal For

City of Oakbrook Terrace

City Council Chambers - Upgrades

115" Samsung



A Digital Workplace Services Provider



150 N. Martingale Rd
Suite 1400
Schaumburg, IL 60173
(847) 437-7712
Fax: (847) 437-0271
www.avispl.com

Prepared By: Dean Adamczyk
Dean.Adamczyk@avispl.com

Proposal No: 513904-2

Scope of Work

City of Oakbrook Terrace – Oakbrook Terrace, IL – City Council Chambers Upgrade

Council Chambers

Design Narrative

The existing council chambers AV system will be updated and reprogrammed to provide a more user-friendly experience. A 115” display will be installed on the front wall to replace the use of the second projection screen. The floor box input locations will be relocated to the podium. A new audio DSP will be provided and programmed to support all audio sources.

Scope of Work – Hardware Integration

Hardware installation and general functionality/specifications. Equipment to be provided and installed by AVI-SPL unless otherwise specified.

Display/Projection

- The existing projector will remain and be reused in this upgrade.
 - The in-ceiling projection screen in front of the airwall divider will remain as the screen for this projector.
 - The second surface mounted projection screen on the front wall will remain on the wall and will not be used moving forward.
- A Samsung 115” display will be wall mounted on the front wall of the room and will function as the main display for council chamber events.
- Four existing ceiling mounted 75” displays will be reused as repeater displays in this upgrade.

Switching & Interfacing

- The existing Crestron DM switcher will be reused in this upgrade and route all video sources throughout the system.
 - The video switching system will support a total of 3 input locations:
 - Council chamber table input
 - (1) floor box locations
 - The video switching system will support a total of 3 independent outputs:
 - Ceiling mounted projector
 - Wall mounted 110” display
 - (4) ceiling mounted 75” repeater displays

Source Equipment

- An HDMI laptop computer input and a USB connection will be available at the council chambers table.
 - Cables of adequate length to support the inputs at the specified laptop location will be reused.
 - The cable will pass through the existing table grommet at the current location.
- An HDMI laptop computer input will be available at the podium.
 - The HDMI transmitters will be removed from each floor box and replaced with a Cat-6 plates for the transmitter located in the podium to connect to.

Audio/Audio Conferencing

- The following microphones will provide speech audio to conference calls and will be used for local voice reinforcement within the room:
 - Quantity (6) Handheld wireless microphones
 - Quantity (10) Gooseneck microphones
- A digital sound processor, located in the equipment rack, will support all audio sources. Microphones used for conferencing shall utilize the echo canceling component of the DSP.
 - A connection will be made between the audio DSP and a telephone system interface, to be provided by others. The interface must be either POTS or VOIP based. The client must provide AVI-SPL with the interface specifications prior to installation.
- An existing audio amplifier located in the equipment rack will power the room speakers.
- Nine existing ceiling speakers will support audio for all sources.

Video Conferencing

- An existing high-definition video camera mounted at the front wall will be reused in this upgrade.
- An existing high-definition video camera ceiling mounted at the center of the room will be reused in this upgrade.
- An owner furnished “BYOD” Laptop PC connected at the council chamber table will provide video collaboration functionality.

Control

- An existing control processor, located in the equipment rack, will be reprogrammed and provide control of AV equipment
- An existing wired color touch screen user interface with a 21.5” diagonal screen size on a table-top stand will be the main user interface.
 - The cable will pass through a table grommet which will be provided and installed by others.
- An existing 7” table-top touch panel will be to be the secondary user interface, located in the equipment rack.
- Two existing iPads will be reused as wireless system controllers.

Equipment Rack & Accessories

- An existing equipment rack, located in the adjacent closet will house A/V equipment and be reused in this upgrade.
- The existing surge protection units will provide AC surge/filter power protection for the racked equipment.

Scope of Work – Software Integration

User experience and specific functionality

- A graphical user interface (GUI) will be created, utilizing one of AVI-SPL’s standard graphic themes.
- The GUI will feature a set of intuitive “User-level” controls that help an average user operate the system with minimal to no training.
 - Intended additional “User-level” controls to be included based on initial discussion:
 - Video source selection and routing
 - Audio conference dialing
 - Camera preset recall & PTZ control
 - Projector power & screen raise/lower

- Microphone all mute/unmute & room volume
- Lighting and shade control will not be included
- The GUI may also feature less intuitive “Tech-level” controls that make it possible to set the system up for special events or otherwise override the automation that is triggered by the “User-level” controls.
 - Intended “Tech-level” controls based on initial discussions
 - Advanced video routing options for the video system
 - Advanced audio routing options for the audio system
 - Access to microphone levels (and mutes) used for voice reinforcement
- Please See the “Graphical User Interface” section at the end this scope of work for further details regarding finalizing the functionality and design of the GUI.

Project Considerations

Client Responsibilities (unless otherwise specified)

- Any display walls shall need to be properly backed to withstand the weight of the display with a safety factor of at least 5:1
- All required backing and any other wall reinforcement required to safely accommodate displays
- All AC power at the equipment locations, including hardwired power connections
- Any required conduit for low voltage cable paths to AV equipment
- All ceiling work required to accommodate the projectors, projection screens, or other equipment
- Any required millwork modifications to tables or other millwork
- Proper heat dissipation venting for the equipment in this system utilizing powered venting utilizing thermostatically controlled quiet fans in enclosed spaces where convection cooling is not possible.
- Any network connections to the client network
- Configuration of any network connection to the client network
- Configuration of any required accounts
- Any licensing not specifically provided in this scope of work or associated bill of materials
- Where VoIP is utilized, provide all required configuration information to AVI-SPL prior to installation
- Cable/Satellite/Over-the-Air connections, and all associated hardware
- All owner furnished equipment to be in good working condition. Any troubleshooting and diagnosis of non-working hardware may result in a change order

AVI-SPL Responsibilities (unless otherwise specified)

- Provide and install all low voltage cabling to support the Audio Video equipment specified in this proposal, excluding any network connections to the client network
- Labor to install Audio Video equipment specified with work being performed on consecutive days during normal business hours
- Any computer interface provided shall provide EDID information to the connected PC and all digital video connections shall support HDCP as applicable

Software & Licensing

- The Customer is responsible for providing system credentials as needed for a properly provisioned and licensed account no less than two (2) weeks prior to system deployment.
 - The customer may decide not to provide credentials to AVI-SPL, and to provision the installed hardware themselves. In this case AVI-SPL will be unable to fully test the system before receiving sign-off for the installation. All system components will be tested individually to ensure proper stand-alone function, and project sign-off will be requested before technicians leave site.
 - If AVI-SPL is unable to properly commission and test the system at the time of installation due to issues with the supplied credentials, an additional site visit may be required. Any additional visits will be billed at the standard contracted labor rate, and scheduling will be done on a best effort basis.

Network and Network Security

The integration of Audio-Visual hardware can consist of many different devices and systems with varying network requirements, impacts, and security considerations. AVI-SPL will work with the stakeholders to discover the network requirements and hardware capabilities.

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AVI-SPL will design the system to meet the network requirements and provide construction drawings and a list of devices to be integrated into the Customer's network. At the time of installation, AVI-SPL will connect devices based on the design and requirements to begin verification.

- The Customer is responsible for providing and provisioning all network connections, routing, and addressing.
- AVI-SPL shall coordinate with the client's IT personnel establishing WAP usage and IP addresses where a stand-alone AV LAN is utilized. Where the control system is on the client LAN, AVI-SPL shall provide a list of A/V network appliances along with their MAC addresses. The client will then provide AVI-SPL with a static IP address range for those devices.
- Careful attention should be paid to the network architecture that will be supporting the video data. An improperly configured network, or one that does not always have adequate bandwidth to support a stable conference, will have a negative impact on the conferencing experience. When installing equipment (control systems, VoIP interfaces, etc.) operating on the Customer network, coordination between client IT and the AVI-SPL project team is critical. Please see the network information and requirements in this specification for further details.

Room Environmental Considerations

To maximize the user experience in a conferencing room, the following parameters should be observed:

- The room should have a measured ambient noise level of no more than NC35. For new spaces, the design parameters for the mechanical engineering within the room should have a target NC of 35 or less. Ambient noise includes noise from the air handling systems, mechanical systems and noises outside the building. Noise levels above this specification adversely affects the meeting environment and may degrade the overall audio quality and intelligibility of a conference call. This is especially important when ceiling microphones are utilized. If a problem is identified with ambient noise levels, AVI-SPL can work with your mechanical engineer to identify possible solutions to lower the NC rating and improve the meeting experience.
- Reverberation time (T_{60}) for typical conference rooms should be less than 0.6 seconds in the 125 - 4000 Hz octave bands to provide an optimum meeting experience and acceptable audio quality in a conference call. A significant number of hard surfaces in a room (glass, drywall or other surfaces) can adversely affect audio intelligibility and the meeting experience overall. Acoustic treatment is advised for rooms with higher T_{60} levels. If the room requires acoustically treatment, AVI-SPL can provide direction and solutions to overcome this issue and enhance the meeting experience for the participants.
- Evenly distributed lighting is important for videoconferencing applications. Lighting on the faces of the participants should be at least 40-foot candles and should be evenly distributed throughout the camera's field of view. Where the camera's field of view includes windows, recommended window treatment should be employed to provide an acceptable background for the camera to view the participants.
- When microphones are used for local voice reinforcement, the amount of available gain before feedback is dependent on the microphone's location within the room. Placement of the microphone immediately below a ceiling speaker may adversely affect the overall required audio level and cause feedback. Care should be taken to reduce the volume level of the microphone or locate the microphone(s) correctly to minimize the possibility of feedback.

Graphical User Interface

Functionality and design process for Graphical User Interfaces

- The user interface design will utilize the AVI-SPL provided “Connect” or “True Tiles” icon set and layout theme. The most appropriate theme shall be determined at the post award customer kick-off scope of programming work meeting. This user interface will be deployed on the rooms touch panel, as well as an “X-Panel”, which is a user interface that can be accessed by a PC connection to the AV network.
- An Initial meeting and design discussion regarding the owners desired workflow may be required. Access to any owner specific branding material, such as logos and usage guidelines, shall be provided by the owner to enable AVI-SPL to apply those branding standards to the GUI. Creation of custom fonts or owner specific graphics is not included in this SoW or the responsibility of AVI-SPL.
- “User-level” GUI controls may consist of:
 - A welcome style page with Logo, Mode Select page, Main Function page by mode selection and support/admin level page for advanced functionality.
 - Meeting mode selection from main menu (i.e., Presentation, Video Conference, Audio Call)
 - Selection and routing of available video sources, including wired table video connections, permanent PC, wireless video connections
 - Audio Conferencing dialing from Address book as well as DTMF style dial pad, including view of numbers dialed.
 - Room Name, IP Address, Current Date/ Time, Volume Control, Active Task Panel
- “Tech-level” GUI controls may allow access to advanced features, such as those listed in the room’s main “Scope of Work – Software Integration” section and other features deemed needed during the programming and design process.
- AVI-SPL will present no more than two (2) preliminary GUI design submittals to the owner for review and mark up before completing the final GUI design during system commissioning. This provides the owner with two opportunities for comments, mark ups, and revision requests before programming begins. The design shall determine the device controls needed on the user interface, required workflows, and the specific text and icons used on individual buttons.
 - If, during the process, it is determined by the owner that more revisions will be required in order to achieve an approved final document, AVI-SPL will provide an estimate of man hours and resources required to provide the revision and a Change Order Request Form will be provided to the owner for approval. Upon acceptance of the Change Order by the owner, the additional time and resources will be applied to the project.
 - The GUI submittals and finalized User Guide Document will illustrate the use of the system with mode-by-mode pages and descriptions about each button’s functionality.

Addendum to General Terms and Conditions – Equipment Ordering

Due to global supply chain constraints, Seller is experiencing longer than normal lead times on equipment. As a result, Seller cannot guarantee lead times on equipment and will not be liable for any delays in equipment delivery to the extent caused by such constraints. However, as the supply chain continues to improve, we will not be ordering equipment for jobs that start more than 120 days from when the contracted site is ready unless lead times are greater than 90 days.

In order for Seller to appropriately plan and coordinate its resources, Buyer must commit to a **site readiness for installation date**, (subject to timely delivery of equipment) on or about _____, 2026.

DA
AVI-SPL LLC Initials

Should Buyer elect to purchase equipment immediately upon placement of order or greater than 120 days prior to the above readiness date, to mitigate delays, Buyer agrees to receive the equipment at their designated location and Seller will immediately bill Buyer upon placement of such order. Buyer shall pay for such equipment within the payment terms (e.g. net 30) specified herein, regardless of any other agreed upon billing terms or billing terms specified herein. Warranty on such equipment shall commence upon delivery of the equipment to Buyer’s designated location, notwithstanding any other agreed upon warranty terms or warranty terms specified herein.

By initialing next to this sentence, Buyer elects to purchase equipment immediately upon placement of order in accordance with the terms of this Addendum.

Buyer Initials

Buyer Acceptance

Signed Name

Company Name

Printed Name, Title

Date

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Investment Summary

Prepared For:	Paul Esposito
	City of Oakbrook Terrace
	17W275 Butterfield Road
	Oakbrook Terrace, IL 60181-4041

Prepared By:	Dean Adamczyk
Date Prepared:	05/07/2026
Proposal #:	513904-2
Valid Until:	05/21/2026

Total Equipment Cost	\$24,093.87
-----------------------------	--------------------

Includes cable, connectors, hardware, switches, relays, terminal blocks, panels, etc., to ensure complete and operational system

Professional Integration Services	\$36,556.00
--	--------------------

Includes engineering, project management, CAD, on-site installation and wiring, coordination and supervision, testing, checkout, owner training, etc. performed on the Owner's premises. Also includes all fabrication, modification, assembly, rack wiring, programming, warranties, etc., some performed at AVI-SPL. May include disposal of existing equipment where elected.

Direct Costs	\$1,495.29
---------------------	-------------------

Includes non equipment or labor costs, such as travel expenses, per diem, lift and vehicle rentals

General & Administrative	\$1,865.17
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Includes all G & A expenses: vehicle mileage, shipping and insurance, as applicable

Services - Room Support and Maintenance	\$2,453.23
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Includes post-installation support and maintenance options selected for installed rooms

Subtotal	\$66,463.56
Tax	\$2,745.43
Total	\$69,208.99

*** ANY and all applicable taxes will be included upon invoicing**

Purchase orders should be addressed to AVI-SPL LLC

Due to global semiconductor ("chip") shortages and supply chain disruptions pricing quoted in this proposal may change. Installation schedules are subject to current (daily) product availability and may be delayed or postponed.

Signed

Printed

Date

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Terms and Conditions

This Proposal together with AVI-SPL’s General Terms and Conditions and the applicable Addendum(a) located here and incorporated herein by this reference (collectively the “Agreement”) constitutes the entire agreement between AVI-SPL LLC (“Seller”, “AVI-SPL”, “we”, “us”, “our”) and the buyer/customer identified in the Proposal (“Buyer”, “Customer”, “Client”, “you”, “your”) with respect to its subject matter and supersedes all prior and contemporaneous agreements, representations and understandings of the Parties, written or oral. By signing below, issuing a valid purchase order for the Services and/or Products specified herein or receiving the Products and/or Services specified herein, whichever occurs first, Buyer acknowledges it has read and agrees to the terms of this Agreement. This Agreement shall not be binding upon Seller until accepted by Buyer as set forth in this Agreement and the earlier of Seller’s confirmation in writing of Buyer’s order and Seller’s performance under the applicable Proposal. Any terms and conditions contained in Buyer’s purchase order or any other Buyer-provided documents related to this transaction shall have no effect and are hereby rejected. Notwithstanding anything herein to the contrary, if a master services agreement signed by both Parties is in effect covering the sale of the Services and/or Products that are the subject of this Proposal, the terms and conditions of said agreement shall prevail to the extent they conflict or are inconsistent with this Agreement.

Billing and Payment Terms

Unless otherwise agreed in writing by Buyer and Seller in the Proposal, the total Proposal price, excluding the price for Stand-alone Services (as defined in this section), shall be billed as follows: monthly progress billing for Services performed and Products incorporated into the project, payable net 30 from Buyer’s receipt of invoice. For purposes of this Agreement, “Stand-alone Services” means any Services not attached to an installation project. Unless otherwise specified in the Proposal, Products are sold F.O.B. origin-Buyer to pay all shipping charges. If this Proposal covers Products or Services for more than one system, room, suite, or location, for purposes of payment in accordance with payment terms stated on the face hereof each room, suite, or location shall be treated as if the subject of a separate sale and payment made accordingly. Unless otherwise specified in the Proposal, all pricing and amounts are in US Dollars and all billing and payment shall be made in US Dollars.

Link to AVI-SPL Terms and Conditions: <https://avispl.com/terms-of-use/>

Buyer Acceptance

Buyer Legal Entity

Buyer Authorized Signature

Buyer Authorized Signatory Title

Buyer Authorized Signatory Name

Date

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Room Summary - Council Chambers

Equipment List

Mfg	Model	Description	Qty	Unit Price	Extended Price
		Display - Front			
SAMSUNG	SAMQH115FX	LCD, 115" 4K/UHD 185LB 1000NIT VA 5500:1C LED SPK 24/7	1	\$14,608.33	\$14,608.33
CHIEF	CHIXSM1U	MOUNT, FUSION MICRO-ADJ FIXED WALL MOUNT, EXTRA LARGE	1	\$228.79	\$228.79
CHIEF	CHIFCAXV1U	PULL OUT ACCESSORY, FUSION TM, EXTRA LARGE	1	\$477.44	\$477.44
WATTBOX	WATWB200CE4	POWER CONDITIONER, 4 OUTLET W/COAX AND ETHERNET PROTECTION	1	\$95.28	\$95.28
		Displays - Ceiling			
CLIENT PROVIDED	OFE-DISPLAY	OWNER FURNISHED 75" DISPLAY (Owner Furnished Equipment)	4	OFE	OFE
CLIENT PROVIDED	OFE-CEILING MOUNT	OWNER FURNISHED CEILING MOUNT (Owner Furnished Equipment)	4	OFE	OFE
		Projector			
NEC	NEC PA521U	NEC PA521U PROJECTOR (Owner Furnished Equipment)	1	OFE	OFE
CLIENT PROVIDED	OFE-CEILING MOUNT	OWNER FURNISHED CEILING MOUNT (Owner Furnished Equipment)	1	OFE	OFE
CLIENT PROVIDED	OFE-PROJECTION SCREEN	OWNER FURNISHED PROJECTION SCREEN (Owner Furnished Equipment)	1	OFE	OFE
		Switching & Interfacing			
CRESTRON	CREDMTX4KZ100C1GBT	TRANSMITTER, 4K DigitalMedia 8G+ 4K60 HDR WALLPLATE (BLACK)	1	\$680.00	\$680.00
CRESTRON	CREPWE4803RU	PoE INJECTOR, UNIVERSAL 100-250 VOLTS AC	2	\$68.24	\$136.48
CRESTRON	CREDMRMC4KZSCALERC	RECEIVER/CONTROLLER, DM 8G+ 4K60 4:4:4 HDR W/SCALER	1	\$1,223.53	\$1,223.53
CRESTRON	CREPW2412WU	POWER ADAPTER, 18W CRESTNET, DESKTOP, 24VDC/1.25A US	1	\$48.24	\$48.24
COMPREHENSIVE VIDEO	COMMHD48G6PROBLK	CABLE, 6' ULTRA HIGH SPEED 8K 48G HDMI, BLACK	2	\$28.01	\$56.02
CRESTRON	CREDMMD8X8	**8X8 DigitalMedia SWITCHER (Owner Furnished Equipment)	1	OFE	OFE
CRESTRON	CREDMCC	**DM CAT 8G STP INPUT CARD FOR DM SWITCHERS (Owner Furnished Equipment)	3	OFE	OFE
CRESTRON	CREDMC4KHD	**INPUT CARD, 4K HDMI FOR DM SWITCHERS (Owner Furnished Equipment)	1	OFE	OFE
CRESTRON	CREDMC4KCOHD	**DM OUTPUT CARD, 2-CHANNEL 4K, 8G+ (Owner Furnished Equipment)	1	OFE	OFE

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Mfg	Model	Description	Qty	Unit Price	Extended Price
CRESTRON	CREDMC4KHDO	**DM OUTPUT CARD, 2-CHANNEL 4K HDMI (Owner Furnished Equipment)	3	OFE	OFE
CRESTRON	CREDMCDVI	**DVI/RGB INPUT CARD FOR DM SWITCHERS (Owner Furnished Equipment)	1	OFE	OFE
CRESTRON	CREDMC4KZHD	**INPUT CARD, HDMI 4K60 4:4:4 HDR FOR DM SWITCHERS (Owner Furnished Equipment)	3	OFE	OFE
CRESTRON	CREDMTX200C2GBT	**WALLPLATE, DIGITALMEDIA 8G+ TRANSMITTER 200 (BLA (Owner Furnished Equipment)	1	OFE	OFE
CRESTRON	CREDMRMC4KSCALERC	**4K DigitalMedia 8G+ RECEIVER & ROOM CONTROLLER W (Owner Furnished Equipment)	1	OFE	OFE
EXTRON ELECTRONICS	EXT60127112	EXTENDER, HDMI TWISTED PAIR TRANSMITTER (Owner Furnished Equipment)	4	OFE	OFE
EXTRON ELECTRONICS	EXT60127113	EXTENDER, DTP HDMI 4K 230 - RECEIVER (Owner Furnished Equipment)	4	OFE	OFE
EXTRON	EXT6099801	FOUR OUTPUT HDMI DA (Owner Furnished Equipment)	1	OFE	OFE
EXTRON	EXT6099901	SIX OUTPUT HDMI DA (Owner Furnished Equipment)	1	OFE	OFE
		Video Conferencing			
VADDIO	ROBOSHOTCAMERA	ROBOSHOT PTZ CAMERA (Owner Furnished Equipment)	2	OFE	OFE
VADDIO INC	VAD9998250000	AV BRIDGE, 2x1 N/A (Owner Furnished Equipment)	1	OFE	OFE
VADDIO INC	VAD9999595000	RECEIVER, ONELINK BRIDGE SYSTEM STANDALONE N/A (Owner Furnished Equipment)	2	OFE	OFE
VADDIO INC	VAD9991005032	**EXTENDER, USB 3.0 - N/A (Owner Furnished Equipment)	1	OFE	OFE
		Audio			
QSC	QSCCORE24FBUNDLE	BUNDLE, CORE PROCESSOR W/24 LOCAL AUDIO I/O CH	1	\$4,115.29	\$4,115.29
SHURE	SHUMX412DC	MICROPHONE, 12" GOOSENECK CARDIOID (Owner Furnished Equipment)	10	OFE	OFE
LISTEN TECHNOLOGIES CORPO	LISLS51216	SRF SYSTEM, IDSP PRIME LEVEL I STATIONARY (Owner Furnished Equipment)	1	OFE	OFE
SHURE	SHUUA844SWBLC	ANTENNA DISTRIBUTION SYSTEM FOR BLX4R (470-952MHZ) (Owner Furnished Equipment)	1	OFE	OFE
SHURE	SHUBLX24RSM58H9	MICROPHONE SYSTEM, BLX24 SINGLE CHANNEL, PG58 MIC, RACK MNT (Owner Furnished Equipment)	6	OFE	OFE

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Mfg	Model	Description	Qty	Unit Price	Extended Price
CROWN	CTS600	2 CHANNEL 300W POWER AMPLIFIER (Owner Furnished Equipment)	1	OFE	OFE
CLIENT PROVIDED	OFE-CEILINGSPK	OWNER FURNISHED CEILING SPEAKER (Owner Furnished Equipment)	9	OFE	OFE
		Control			
CRESTRON	CREPRO3	**CONTROL SYSTEM, 3-SERIES (Owner Furnished Equipment)	1	OFE	OFE
CRESTRON	CRETS1542BS	**TOUCH SCREEN, 15.6" HD, WALL MOUNT OR VESA - (BL (Owner Furnished Equipment)	1	OFE	OFE
CRESTRON	CRETSW760BS	**TOUCH SCREEN, 7" SURFACE MOUNT - BLACK SMOOTH (Owner Furnished Equipment)	1	OFE	OFE
CLIENT PROVIDED	OFE-IPAD	OWNER FURNISHED IPAD (Owner Furnished Equipment)	2	OFE	OFE
CLIENT PROVIDED	OFE-WAP	OWNER FURNISHED WIRELESS ACCESS POINT (Owner Furnished Equipment)	1	OFE	OFE
D LINK	DLIDGS121010P	ETHERNET SWITCH, WEB SMART 10 PORT 2 SLOT, 8,2 X10 100 1000B (Owner Furnished Equipment)	1	OFE	OFE
		Equipment Rack & Accessories			
CLIENT PROVIDED	OFE-RACK	OWNER FURNISHED 44U EQUIPMENT RACK (Owner Furnished Equipment)	1	OFE	OFE
MIDDLE ATLANTIC	MIDRLNK915R	POWER DISTRIBUTION UNIT, 9 OUTLET 15A IP CTLR (Owner Furnished Equipment)	1	OFE	OFE
TRIPPLITE	TRIRS0615R	POWER STRIP, 6 OUTLET 15A (Owner Furnished Equipment)	1	OFE	OFE
LOWELL MANUFACTURING COMP	LOWACR2009	POWER DISTRIBUTION UNIT, 20A 5 SWITCHED 4 UNSWITCHED (Owner Furnished Equipment)	1	OFE	OFE
MIDDLE ATLANTIC	MIDUPSOL2200R	**UPS, RACKMOUNT 2200VA 120V, 60HZ (Owner Furnished Equipment)	1	OFE	OFE
LEVITON MFG. COMPANY	LEV41641W	INSERT, 1-PORT DECORA, SINGLE GANG	2	\$4.11	\$8.22
LEVITON MFG. COMPANY	LEV61SJKRW6	JACK, ATLAS-X1 CAT6 SHIELDED, WHITE	2	\$12.92	\$25.84
COMPREHENSIVE VIDEO	COMCAT6STP15BLK	CABLE, 15' CAT6 SNAGLESS ETHERNET, BLACK	2	\$13.58	\$27.16
				Subtotal	\$21,730.62

Room Support and Maintenance

Elite Maintenance Services - Room; 12-months

\$2,453.23

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Equipment Total	\$21,730.62
Installation Materials	\$2,363.25
Professional Services	\$36,556.00
Direct Costs	\$1,411.76
General & Administrative	\$1,865.17
Services - Room Support and Maintenance	\$2,453.23
Subtotal	\$66,380.03

For informational purposes only – all Purchase Orders must match Investment Summary details.

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Room Summary - Tariff

Equipment Total	\$0.00
Installation Materials	\$0.00
Professional Services	\$0.00
Tariff Costs (Crestron)	\$83.53
General & Administrative	\$0.00
Subtotal	\$83.53

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Integration Inclusions & Exclusions

Inclusions

The following items are INCLUDED in the project scope of work:

- All equipment, wire and accessories required for a fully functional audio and video system.
- Union labor associated with on-site installation and non-union for engineering, programming, testing and training.
- Documentation package including as-built system CAD diagrams and Manufacturer's Operation manuals.
- Coordination and cooperation with the construction team in regards to installing the system.
- User training on system operation.

Any additional trips, labor or materials due to failure of the other work forces to have the audiovisual system rough-in work completed as anticipated and previously confirmed, will be added to the project billing as required.

Where applicable, the owner's architect will provide AVI-SPL's engineering department with all required architectural floor, reflected ceiling, building elevation, and section plans in AutoCAD® format at no charge to AVI-SPL.

Exclusions

- All conduits, high voltage wiring panels, breakers, relays, boxes, receptacles, etc. Any related electrical work including but not limited to 110VAC, conduit, core drilling, raceway and boxes.
- Voice/data cabling, IE analogue phone lines, ISDN lines, network ports, etc.
- Network connectivity, routing, switching and port configuration necessary to support audiovisual equipment
- Concrete saw cutting and/or core drilling
- Fire wall, ceiling, roof and floor penetration, patching, removal or fire stopping
- Necessary sheet rock replacement, ceiling tile, T-bar replacement and/or repair
- Any and all millwork (moldings, trim, etc.). All millwork or modifications to project millwork to accommodate the AV equipment is to be provided by others, unless otherwise noted in this proposal
- Painting, patching or finishing of architectural surfaces
- Permits (unless specifically provided for elsewhere in the contract)
- HVAC and plumbing relocation
- Rough-in, bracing, framing or finish trim carpentry for installation
- Cutting, structural welding, or reinforcement of structural steel members required for support of assemblies, if required
- Owner furnished equipment or equipment by others that is integrated into the systems (as described above) is assumed to be current, industry acceptable and in good working order. If it is determined that this equipment is faulty upon installation, additional project charges may be incurred
- Additional costs for installation labor outside the hours of 7am-3pm local time are not included in the costs of this proposal.