

City of Oakbrook Terrace

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



City Council Regular Meeting Agenda

Tuesday, June 9, 2026, at 7:00 PM

Council Chambers - City Hall - 17W261 Butterfield Road



CITY COUNCIL REGULAR MEETING AGENDA

Tuesday, June 9, 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 26, 2026.
- VI. PUBLIC PARTICIPATION**
- VII. ACTION ITEMS / CONSENT AGENDA**
 1. Payment of City Bills: June 9, 2026, in the amount of \$215,151.92.
 2. Ordinance No. 26-59 Authorizing the Execution of an Intergovernmental Park Use Agreement between the City of Oakbrook Terrace and the Oakbrook Terrace Park District for an Independence Day Celebration - City of Oakbrook Terrace - July 4, 2026;
 3. Ordinance No. 26-60 Authorizing the Execution of an Intergovernmental Park Use Agreement between the City of Oakbrook Terrace and the Oakbrook Terrace Park District - City of Oakbrook Terrace - Summer Concert Series – 2026
 4. An Ordinance No. 26-58 to Approve and Authorize the Execution of a Settlement Agreement between the Coalition Opposing Government Secrecy, Metric Media, LLC doing business as DuPage Policy Journal & Owen Wang and the City of Oakbrook Terrace, Illinois.

VIII. ITEMS REMOVED FROM THE CONSENT AGENDA

IX. RECESS TO COMMITTEE OF THE WHOLE

X. MAYOR ESPOSITO

XI. COMMITTEE OF THE WHOLE

1. Amended and Restated Intergovernmental Lease Agreement between the City of Oakbrook Terrace and the Oakbrook Terrace Community Park District - Terrace View Park and Parkview Plaza; and
2. Draft Ordinance Approving and Ratifying the Issuance of a Purchase Order for the Purchase of Two Police Interceptors for the City of Oakbrook Terrace.
3. Planning & Zoning Commission recommendation to grant Special Use Permits to allow a medical office and physical therapy office at the Property Commonly Known as 1S550 Route 83 in the City of Oakbrook Terrace, IL

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)(21) of the Open Meetings Act for the review closed session minutes and for the semi-annual review of closed session minutes as mandated by Section 2.06 of the Open Meetings Act.

XIX. RECONVENE THE CITY COUNCIL MEETING

XX. NEW BUSINESS

XXI. ADJOURN

The next Regular City Council Meeting on Tuesday, June 23, 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.

City of Oakbrook Terrace

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City Council Regular Meeting Minutes

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

Council Chambers - City Hall - 17W261 Butterfield Road



CITY COUNCIL REGULAR MEETING MINUTES

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

Mayor Esposito called May 26, 2026, Regular and Committee of the Whole Meeting of the City Council to order at 7:02 PM.

II. ROLL CALL

Roll call indicated the following City Council members in attendance:

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

Absent: Biskup

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

III. MAYOR ESPOSITO LED IN THE PLEDGE OF ALLEGIANCE

IV. ADDITIONS OR DELETIONS TO THE AGENDA

None

V. APPROVAL OF MINUTES - CHANGES OR CORRECTIONS

A motion to approve the Regular City Council Meeting Minutes from May 12, 2026 was made by Alderman Rada and seconded by Alderman Sarallo. The motion carried.

VI. PUBLIC PARTICIPATION

None

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.

A motion to approve the Action Items/Consent Agenda as noted above was made by Alderman Barbari and seconded by Alderman Petro.

Roll call:

Ayes: Barbari, Greco, Petro, Rada, Sarallo

Nays: None

Absent: Biskup

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 Sarallo and seconded by Alderman Greco.

X. MAYOR ESPOSITO

The Mayor expressed gratitude to the aldermen that attended the Woodland Windows and Doors ribbon-cutting ceremony. Special thanks to Dave Carlin and Dan Wagner of the Oakbrook Chamber for organizing the State of the City Address. The presentation highlighted the City of Oakbrook Terrace's goals and objectives, as well as its successes and ongoing challenges. The State of the City will continue as an annual event, providing an opportunity to share updates and discuss the City's progress and future priorities.

1. Appointment of Richard J. Ramello as Corporation Counsel.

Motion to consent to the Appointment of Richard J. Ramello as Corporation Counsel was made by Alderman Sarallo and seconded by Alderman Barbari.

Roll call:

Ayes: Barbari, Greco, Petro, Rada, Sarallo

Nays: None

Absent: Biskup

2. Promotion of Police Officers Daniel Elsner and Matthew Mellens to the rank of Sergeant. The Mayor thanked them for their commitment to the City, their dedication and leadership.

Following a brief speech, Chief Calvello and Deputy Chief Clark congratulated the two newly promoted sergeants.

Mayor Esposito administered the Oath of Office to both Officer Matthew Mellens and Daniel Elsner.

XI. COMMITTEE OF THE WHOLE

1. Discussion Item – Council Chamber Upgrade

AVI SPL quoted \$69,208.99 for media and equipment work within the chambers. The scope of work includes a 115” Samsung tv with wall projection, replacing the server and processor, and programming.

T. Walker discussed the upgrades to the chamber and the reason behind it.

Council Comments:

Aldermen Barbari and Greco would both like another bid to compare.

Alderman Rada asked whether the new system will be able to record meetings. The chamber has 2 cameras that were installed in 2021 and would need to be reprogrammed.

Aldermen Sarallo and Petro had no additional comment.

Mayor Esposito will get 2 other estimates.

2. Department Head Updates

C. Ward: Public Works – The team has been working on landscaping around town. Flags are up on streetlights that will remain through Labor Day. The water quality report was completed. A valve actuator was replaced and should last 30 years. C. Ward has requested a third option for an OBT monument sign different from the other two presented in a previous meeting.

Alderman Petro questioned the amount of time it takes to replace an actuator.

Alderman Barbari inquired about any curbs being installed.

Aldermen Sarallo, Greco and Rada had no additional comment.

M. Headley: Community Development – Permits were issued for a tenant buildout at One Lincoln Center for Lee & Associates; sign permits for Jiffy Lube and Joint Commission. The Salvation Army playground is up. Single family residential addition on Halsey. Permits are under review for One Salon & Spa, Forgent and Mobil. Annual aesthetics and rental inspection are underway. There will be a public hearing for Legacy Physical Therapy & Wellness on 6/2 for a special use permit.

Alderman Barbari inquired about Wendy's.

Alderman Greco said the Karban area would be a good retention spot for the City. The mayor stated there have been conversations about the area and unfortunately it would not offset the flooding. It was suggested a deposit be put in place for the return of OBT signage.

Alderman Rada inquired about an update on the 18th Street apartments.

C. Calvello: Police – Successful recent Cop on Top that raised over \$6,000 for Special Olympics. A new lateral hire started on the streets and another new hire is in the academy.

T. Walker: Finance – Preliminary audit has gone well. Actual audit will be at the end of July. Working on the budget book and it should be ready in the next month or two.

XII. COUNCIL MEMBER COMMENTS

Alderman Petro thanked the Mayor and the behind-the-scenes support for the great State of the City Address. The Berkshire community appreciate the police continually patrolling the area.

Alderman Sarallo complimented the Mayor on the State of the City address. Happy to see the police department promotions.

Alderman Barbari agrees on the great presentation of the State of the City. Thank you to the participants for Cop on Top.

Alderman Greco suggested in the future that council be able to address the officers in their promotion. Greco expressed his disappointment in the residents of Berkshire in not following through on signing a petition to allow the police department to do more within their community. The park district has an inflatable movie screen if we want to hold a movie in the park. The Mayor suggested having a movie in the chambers.

Alderman Rada said Courtyard Drive recently took down an old structure and the entrance looks much better. The county kept their speed signs up on Meyers Rd. Thank you to the police department for monitoring the fishing at Berkshire.

XIII. CITY ATTORNEY

No comment.

XIV. CITY CLERK

No comment.

XV. CITY ADMINISTRATOR

No comment.

XVI. RECONVENE THE CITY COUNCIL MEETING

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

XVII. RECESS TO EXECUTIVE SESSION

Motion to recess to Executive Session was made by Alderman Greco and seconded by Alderman Barbari. Time 8:05 PM

Ayes: Barbari, Greco, Petro, Rada, Sarallo

Nays:

Absent: Biskup

XVIII. EXECUTIVE SESSION

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

XIX. RECONVENE THE CITY COUNCIL MEETING

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

XX. NEW BUSINESS

None

ADJOURN

Motion to adjourn was made by Alderman Barbari and seconded by Alderman Petro at 8:26 PM.

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

The next Regular City Council Meeting on Tuesday, June 9, 2026 at 7:00 pm.

Respectfully submitted,

Margie Tannehill, Recording Secretary

Attested:

Michael Shadle, City Clerk

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INVOICE REGISTER FOR CITY OF OAKBROOK TERRACE

EXP CHECK RUN DATES 06/09/2026 - 06/09/2026

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
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Vendor anderson - Anderson Landscape Supply

v95469

0000025258	Anderson Landscape Supply MULCH MUNICIPAL COMPLEX 01-04-6133-00	05/21/2026 CWARD STREET REPAIR MATERIALS		420.00	420.00	Open	Y 06/09/2026
				420.00			

v95477

0000025259	Anderson Landscape Supply MULCH MUNICIPAL COMPLEX 01-04-6133-00	05/22/2026 CWARD STREET REPAIR MATERIALS		420.00	420.00	Open	Y 06/09/2026
				420.00			

Total Vendor anderson - Anderson Landscape Supply

840.00	840.00
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Vendor Blue - Blue Cross/Shield of Illinois

054349 - JUNE 2

0000025318	Blue Cross/Shield of Illinois HEALTH/DENTAL MO. PREMIUMS - JUNE 2026	05/15/2026 JESPOSITO		91,370.50	91,370.50	Open	Y 06/09/2026
	01-01-4530-00	HEALTH INSURANCE - ADMIN.		3,353.07			
	01-02-4530-01	HEALTH INSURANCE - PD ADMIN.		7,405.53			
	01-02-4535-02	HEALTH/DENTAL SERGEANTS		7,025.04			
	01-02-4535-03	HEALTH/DENTAL PATROL OFFICERS		41,469.70			
	01-02-4535-04	HEALTH/DENTAL INVESTIGATIONS		1,080.37			
	01-03-4530-00	HEALTH INSURANCE - COMM. DEV.		6,891.39			
	01-04-4530-00	HEALTH INSURANCE - STREETS		7,384.82			
	01-11-4530-00	HEALTH INSURANCE - FINANCE		8,196.57			
	03-12-4530-00	HEALTH INSURANCE - WATER		6,403.27			
	01-00-1590-00	RECEIVABLE - COBRA		2,160.74			

Total Vendor Blue - Blue Cross/Shield of Illinois

91,370.50	91,370.50
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Vendor CPS Co. - Chicago Parts & Sound LLC

40V0139223

0000025323	Chicago Parts & Sound LLC SQUAD BATTERIES	06/03/2026 CWARD		364.82	364.82	Open	Y 06/09/2026
	01-02-5663-00	VEHICLE MAINT. & REPAIR		364.82			

Total Vendor CPS Co. - Chicago Parts & Sound LLC

364.82	364.82
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Vendor CintasCo - Cintas Corporation

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Vendor CintasCo - Cintas Corporation

8408320402 0000025274	Cintas Corporation 1ST AID CABINET MAINTENANCE 01-04-5770-00	05/15/2026 JESPOSITO BUILDING MAINTENANCE		318.40 318.40	318.40	Open	Y 06/09/2026
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Total Vendor CintasCo - Cintas Corporation

318.40	318.40
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Vendor cintas - Cintas Corporation

4270468953 0000025272	Cintas Corporation CH FLOOR MAT SERVICE 01-04-5770-00	05/27/2026 JESPOSITO BUILDING MAINTENANCE		149.49 149.49	149.49	Open	Y 06/09/2026
4270469272 0000025273	Cintas Corporation PD FLOOR MAT SERVICE 01-02-5770-00	05/27/2026 JESPOSITO BUILDING MAINTENANCE		45.13 45.13	45.13	Open	Y 06/09/2026

Total Vendor cintas - Cintas Corporation

194.62	194.62
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Vendor ClarkHil - Clark Hill P.L.C.

1741448 0000025275	Clark Hill P.L.C. LABOR RELATIONS 01-01-5674-00	05/26/2026 JESPOSITO LABOR RELATIONS		8,095.50 8,095.50	8,095.50	Open	Y 04/30/2026 26-00054
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Total Vendor ClarkHil - Clark Hill P.L.C.

8,095.50	8,095.50
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Vendor Clarke - Clarke Environmental Mosquito Management, Inc.

001039238 0000025261	Clarke Environmental Mosquito Manag MOSQUITO ABATEMENT 01-04-5740-00	05/25/2026 CWARD MOSQUITO ABATEMENT		4,535.25 4,535.25	4,535.25	Open	Y 06/09/2026
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Total Vendor Clarke - Clarke Environmental Mosquito Management, Inc.

4,535.25	4,535.25
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Vendor Comcast3 - Comcast

INVOICE REGISTER FOR CITY OF OAKBROOK TERRACE

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Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted PO Number Post Date
Vendor Comcast3 - Comcast							
00056 - 5/19-6/ 0000025276	Comcast CH CABLE SERVICE 01-11-5668-00	05/12/2026 JESPOSITO COMMUNICATIONS		150.11 150.11	150.11	Open	Y 06/09/2026
Total Vendor Comcast3 - Comcast				<u>150.11</u>	<u>150.11</u>		
Vendor Com Tire - Commercial Tire Service							
1110209633 0000025322	Commercial Tire Service TRUCK TIRES PW 01-04-5663-00	05/29/2026 CWARD VEHICLE MAINT. & REPAIR		316.04 316.04	316.04	Open	Y 06/09/2026
Total Vendor Com Tire - Commercial Tire Service				<u>316.04</u>	<u>316.04</u>		
Vendor Paddock2 - Daily Herald							
378876 0000025295	Daily Herald LEGAL NOTICE - PETITION 26-02 01-03-5725-00	05/18/2026 JESPOSITO PUBLIC HEARING EXPENSE		140.30 140.30	140.30	Open	Y 06/09/2026
Total Vendor Paddock2 - Daily Herald				<u>140.30</u>	<u>140.30</u>		
Vendor DEARBORN - DEARBORN LIFE INSURANCE COMPANY							
200623661737 0000025315	DEARBORN LIFE INSURANCE COMPANY LIFE INSURANCE PREMIUM 01-01-4550-00	06/01/2026 JESPOSITO LIFE INSURANCE		1,268.00 1,268.00	1,268.00	Open	Y 06/09/2026
Total Vendor DEARBORN - DEARBORN LIFE INSURANCE COMPANY				<u>1,268.00</u>	<u>1,268.00</u>		
Vendor homedep2 - Dept. 32 - 2153930338 Home Depot Credit Services							

INVOICE REGISTER FOR CITY OF OAKBROOK TERRACE

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

0338 - APR. '26

0000025289	Dept. 32 - 2153930338 Home Depot Cr	05/21/2026		941.30	941.30	Open	Y 04/30/2026
	MISC. SUPPLIES - PS	JESPOSITO					
	01-04-6132-00	TRIMMER, WEED WHACKER		349.85			
	01-04-6190-00	DEEP SOCKETS		35.44			
	01-04-6190-00	CONCRETE PATCH REPAIR		94.30			
	01-04-6133-00	CONCRETE PATCH		53.92			
	01-04-6190-00	PAINT, SUPPLIES		127.42			
	01-04-5770-00	CH FLOWERS		69.96			
	01-04-6130-00	SHOP SUPPLIES		55.90			
	01-04-6130-00	PAINTING SUPPLIES		116.78			
	01-04-6190-00	WASHERS AND NUTS		11.48			
	01-01-6120-00	OFFICE SUPPLIES		26.25			

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

941.30 941.30

Vendor duprec - DuPage County Recorder

40724350

0000025277	DuPage County Recorder	05/28/2026		316.00	316.00	Open	Y 06/09/2026
	R2026-035317, 035318, 035319, 035320	JESPOSITO					
	01-03-5700-00	DUPAGE COUNTY RECORDING FEES		316.00			

Total Vendor duprec - DuPage County Recorder

316.00 316.00

Vendor Elm auto - Elmhurst Auto Parts

000031468

0000025298	Elmhurst Auto Parts	05/28/2026		76.80	76.80	Open	Y 06/09/2026
	OCTANE BOOSTER FOR FUEL ON SMALL ENGINES CWARD						
	01-04-5663-00	VEHICLE MAINT. & REPAIR		76.80			

Total Vendor Elm auto - Elmhurst Auto Parts

76.80 76.80

Vendor enten - Entenmann-Rovin Co.

0195312-IN

0000025299	Entenmann-Rovin Co.	05/28/2026		547.00	547.00	Open	Y 06/09/2026
	NEW BADGE FOR MELLENS, ELSNER	ALOZANO					
	01-02-5715-00	UNIFORM ALLOWANCE		547.00			

Total Vendor enten - Entenmann-Rovin Co.

547.00 547.00

Vendor hinsdale - Flagg Creek Water Reclamation District

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 Post Date	PO Number
Vendor hinsdale - Flagg Creek Water Reclamation District								
111731 - APR. 2 0000025316	Flagg Creek Water Reclamation Distr PSB SEWER - 3/31-4/29/26 01-04-5758-00	05/27/2026 JESPOSITO UTILITIES		37.71 37.71	37.71	Open	Y 04/30/2026	
8408- APR. 2026 0000025317	Flagg Creek Water Reclamation Distr WMF SEWER 3/31-4/29/26 03-12-5758-00	05/27/2026 JESPOSITO UTILITIES		16.83 16.83	16.83	Open	Y 06/09/2026	
Total Vendor hinsdale - Flagg Creek Water Reclamation District				<u>54.54</u>	<u>54.54</u>			
Vendor FNBO - FNBO								
6009 - APR. '26 0000025282	FNBO CREDIT CARD CHARGES - ADMIN. 01-01-5780-00	05/19/2026 JESPOSITO STAFF APPRECIATION DINNER BALANCE		8,746.70 8,746.70	8,746.70	Open	Y 04/30/2026	
0705 - MAY '26 0000025283	FNBO CREDIT CARD CHARGES - PWD 01-04-5663-00 01-02-5663-00	05/19/2026 JESPOSITO A-3 CODE ENFORCEMENT PLATE RENEWAL FEE PD CAR #14 KIA LICENSE PLATE RENEWAL FEE		308.80 154.40 154.40	308.80	Open	Y 06/09/2026	
0955 - APR. '26 0000025284	FNBO CREDIT CARD CHARGES - FM 01-01-6120-00 01-01-5651-01 01-01-5651-01 01-01-5651-01	05/19/2026 JESPOSITO OFFICE SUPPLIES WELLNESS PROGRAM BIRTHDAY CUPCAKES BIRTHDAY LUNCH		213.64 38.37 12.99 27.98 134.30	213.64	Open	Y 04/30/2026	
Total Vendor FNBO - FNBO				<u>9,269.14</u>	<u>9,269.14</u>			
Vendor tollway - Illinois Tollway								
VN5109062004 0000025310	Illinois Tollway MISSED TOLLS - PD VAN CAR 13 01-02-5663-00	05/15/2026 JESPOSITO VEHICLE MAINT. & REPAIR		17.20 17.20	17.20	Open	Y 04/30/2026	
Total Vendor tollway - Illinois Tollway				<u>17.20</u>	<u>17.20</u>			

INVOICE REGISTER FOR CITY OF OAKBROOK TERRACE

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Vendor MinoltaC - Konica Minolta Business Soluti

9010752500 0000025291	Konica Minolta Business Soluti STREETS/WATER COPIER MAINT. - 12/26-1/25 JESPOSITO 01-04-5660-00 03-12-5660-00	01/25/2026		5.26	5.26	Open	Y 04/30/2026	
				2.47				
				2.79				

9010888845 0000025292	Konica Minolta Business Soluti STREETS/WATER COPIER MAINT. - 04/26-05/2 JESPOSITO 01-04-5660-00 03-12-5660-00	05/25/2026		10.07	10.07	Open	Y 06/01/2026	
				5.32				
				4.75				

Total Vendor MinoltaC - Konica Minolta Business Soluti

15.33	15.33
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Vendor KUBE - KUBETECH INC

5830 0000025314	KUBETECH INC MON. SERVICES AGREEMENT - JUNE 2026 JESPOSITO 01-01-5600-00	06/01/2026		12,468.58	12,468.58	Open	Y 06/09/2026	
				12,468.58				

Total Vendor KUBE - KUBETECH INC

12,468.58	12,468.58
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Vendor FIOTI - Law Offices of John L. Fiotti

OBT 5-26 0000025278	Law Offices of John L. Fiotti CITY PROSECUTIONS - MAY 2026 JESPOSITO 01-01-5672-00	05/31/2026		2,437.50	2,437.50	Open	Y 06/09/2026	000002389
				2,437.50				

OBT DUI 5-26 0000025279	Law Offices of John L. Fiotti DUI PROSECUTIONS - MAY 2026 JESPOSITO 01-01-5672-00	05/31/2026		1,657.50	1,657.50	Open	Y 06/09/2026	000002389
				1,657.50				

Total Vendor FIOTI - Law Offices of John L. Fiotti

4,095.00	4,095.00
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Vendor METRO IN - Metropolitan Industries Inc

INV084707 0000025262	Metropolitan Industries Inc SCADA CLOUD DATA SERVICE CWARD 03-12-5668-00	05/15/2026		100.00	100.00	Open	Y 06/09/2026	
				100.00				

Total Vendor METRO IN - Metropolitan Industries Inc

INVOICE REGISTER FOR CITY OF OAKBROOK TERRACE

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Vendor METRO IN - Metropolitan Industries Inc

100.00	100.00
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Vendor Minute - Minuteman Press

128645

0000025296	Minuteman Press BUSINESS CARDS - MELLENS, ELSNER, SALGAD ALOZANO 01-02-5720-00	05/29/2026 PRINTING		150.00 150.00	150.00	Open	Y 06/09/2026
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Total Vendor Minute - Minuteman Press

150.00	150.00
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Vendor ORANGE I - Orange Inspection Inc

APRIL 2026

0000025293	Orange Inspection Inc PLUMBING INSPECTION FEES - APR. 2026 01-03-5600-00	05/22/2026 JESPOSITO Plumbing Inspection Fees		1,075.00 1,075.00	1,075.00	Open	Y 04/30/2026
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JUNE/2025

0000025294	Orange Inspection Inc PLUMBING INSPECTIONS 01-03-5600-00	05/22/2026 JESPOSITO PLUMBING INSPECTIONS		1,225.00 1,225.00	1,225.00	Open	Y 06/09/2026
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Total Vendor ORANGE I - Orange Inspection Inc

2,300.00	2,300.00
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Vendor Pitney-2 - Pitney Bowes Global Financial Svcs

3107870772

0000025300	Pitney Bowes Global Financial Svcs CH LEASE INVOICE 3/1-4/30/26 01-01-5655-00 01-03-5655-00 01-04-5655-00 01-11-5655-00 03-12-5655-00	04/29/2026 JESPOSITO EQUIPMENT LEASE & RENTAL - ADMIN. EQUIPMENT LEASE & RENTAL - COMM. DEV. EQUIPMENT LEASE & RENTAL - PS EQUIPMENT LEASE & RENTAL - FINANCE EQUIPMENT LEASE & RENTAL - WATER		298.30 59.66 59.66 59.66 59.66 59.66	298.30	Open	Y 04/30/2026
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3107870772-1

0000025301	Pitney Bowes Global Financial Svcs CH LEASE INVOICE 5/1-5/29/26 01-01-5655-00 01-03-5655-00 01-04-5655-00 01-11-5655-00 03-12-5655-00	04/29/2026 JESPOSITO EQUIPMENT LEASE & RENTAL - ADMIN. EQUIPMENT LEASE & RENTAL - COMM. DEV. EQUIPMENT LEASE & RENTAL - PS EQUIPMENT LEASE & RENTAL - FINANCE EQUIPMENT LEASE & RENTAL - WATER		149.15 29.83 29.83 29.83 29.83 29.83	149.15	Open	Y 06/09/2026
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INVOICE REGISTER FOR CITY OF OAKBROOK TERRACE

EXP CHECK RUN DATES 06/09/2026 - 06/09/2026

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
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Vendor Pitney-2 - Pitney Bowes Global Financial Svcs

1028086731 0000025302	Pitney Bowes Global Financial Svcs CH POSTAGE MACHINE SERV. AGRMT. 10/1/24- JESPOSITO 03-12-5660-01	09/09/2025		960.00	960.00	Open	Y 04/30/2026
	EQUIPMENT SERVICE AGREEMENT			960.00			
3107883867 0000025305	Pitney Bowes Global Financial Svcs LEASE 3/30-4/30/26 01-02-5655-00	05/11/2026		54.51	54.51	Open	Y 04/30/2026
	JESPOSITO PD POSTAGE RENATL			54.51			
3107883867-1 0000025306	Pitney Bowes Global Financial Svcs LEASE 5/1-6/29/26 01-02-5655-00	05/11/2026		109.02	109.02	Open	Y 06/09/2026
	JESPOSITO PD POSTAGE RENTAL			109.02			

Total Vendor Pitney-2 - Pitney Bowes Global Financial Svcs

1,570.98 1,570.98

Vendor PITNEY3 - Pitney Bowes Inc.

1886 - AUG. '25 0000025303	Pitney Bowes Inc. METER REFILL BALANCE 01-02-6170-00	09/05/2025		1,141.99	1,141.99	Open	Y 04/30/2026
	JESPOSITO POSTAGE			1,141.99			
1886 - JUL. 202 0000025304	Pitney Bowes Inc. METER REFILL BALANCE 01-02-6170-00	09/05/2025		441.99	441.99	Open	Y 04/30/2026
	JESPOSITO POSTAGE			441.99			

Total Vendor PITNEY3 - Pitney Bowes Inc.

1,583.98 1,583.98

Vendor porter - Porter Lee Corporation

33472 0000025263	Porter Lee Corporation TWO NEW LICENSES FOR BEAST 01-02-6190-00	05/20/2026		2,400.00	2,400.00	Open	Y 06/09/2026
	ALOZANO NON-CAPITAL EQUIPMENT			2,400.00			

Total Vendor porter - Porter Lee Corporation

2,400.00 2,400.00

Vendor OakbrkPO - Postmaster of Oak Brook Permit #330

INVOICE REGISTER FOR CITY OF OAKBROOK TERRACE

EXP CHECK RUN DATES 06/09/2026 - 06/09/2026

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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
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Vendor OakbrkPO - Postmaster of Oak Brook Permit #330

687224127							
0000025312	Postmaster of Oak Brook Permit #330	05/01/2026		269.36	269.36	Open	Y
	WATER BILLING POSTAGE	JESPOSITO					06/09/2026
	03-12-6170-00	POSTAGE		269.36			

Total Vendor OakbrkPO - Postmaster of Oak Brook Permit #330

269.36 269.36

Vendor oherron - Ray O'Herron Co. Inc.

2481275							
0000025265	Ray O'Herron Co. Inc.	05/27/2026		41.80	41.80	Open	Y
	NAMEBAR - MELLENS	ALOZANO					06/09/2026
	01-02-5715-00	UNIFORM ALLOWANCE		41.80			
2480349							
0000025266	Ray O'Herron Co. Inc.	05/21/2026		32.36	32.36	Open	Y
	HOLSTER - SALGADO	ALOZANO					06/09/2026
	01-02-5715-00	UNIFORM ALLOWANCE		32.36			
2480407							
0000025267	Ray O'Herron Co. Inc.	05/21/2026		54.46	54.46	Open	Y
	SQUAD EQUIPMENT	ALOZANO					06/09/2026
	01-02-5663-00	VEHICLE MAINT. & REPAIR		54.46			
2481577							
0000025297	Ray O'Herron Co. Inc.	05/28/2026		197.98	197.98	Open	Y
	CARGO PANTS - BERGGREN	ALOZANO					06/09/2026
	01-02-5715-00	UNIFORM ALLOWANCE		197.98			
2482322							
0000025320	Ray O'Herron Co. Inc.	06/02/2026		23.89	23.89	Open	Y
	NAME BAR - BERGGREN	ALOZANO					06/09/2026
	01-02-5715-00	UNIFORM ALLOWANCE		23.89			

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

350.49 350.49

Vendor pitney1 - Reserve Account Pitney Bowes Inc.

INVOICE REGISTER FOR CITY OF OAKBROOK TERRACE

EXP CHECK RUN DATES 06/09/2026 - 06/09/2026

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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.

28024552 2-5/2

0000025329	Reserve Account Pitney Bowes Inc.	05/26/2026		1,000.00	1,000.00	Open	Y 06/09/2026
	REPLENISH CH POSTAGE RESERVES	JESPOSITO					
	01-03-6170-00	POSTAGE - COMM. DEV.		260.68			
	01-11-6170-00	POSTAGE - FINANCE		373.20			
	01-10-6170-00	POSTAGE - EXEC. ADMIN.		12.58			
	03-12-6170-00	POSTAGE - WATER		353.54			

Total Vendor pitney1 - Reserve Account Pitney Bowes Inc.

1,000.00 1,000.00

Vendor Gonzini - Robert J. Gonzini

06022026

0000025319	Robert J. Gonzini	06/02/2026		870.73	870.73	Open	Y 27-00063 06/09/2026
	ELEC. & BLDG. INSPECTION SVCS. - 5/21-6/	JESPOSITO					
	01-03-5600-00	ELECTRICAL & BUILDING INSPECTION SERVICE		870.73			

Total Vendor Gonzini - Robert J. Gonzini

870.73 870.73

Vendor DRSCW - Salt Creek workgroup DuPage River/

761 - FY26

0000025264	Salt Creek workgroup DuPage River/	05/20/2026		184.33	184.33	Open	Y 04/30/2026
	DUPAGE RIVER SALT CREEK MEMBERSHIP DUES CWARD						
	01-04-6140-00	NPDES PERMIT - MAR. 1- APR. 30, 2026		184.33			

761 - FY27

0000025270	Salt Creek workgroup DuPage River/	05/20/2026		921.67	921.67	Open	Y 06/09/2026
	DUPAGE RIVER SALT CREEK MEMBERSHIP DUES JESPOSITO						
	01-04-6140-00	NPDES PERMIT - 5/1/26-2/28/27		921.67			

Total Vendor DRSCW - Salt Creek workgroup DuPage River/

1,106.00 1,106.00

Vendor Storino - Storino Ramello & Durkin

94886

0000025307	Storino Ramello & Durkin	04/01/2026		29,631.29	29,631.29	Open	Y 0000002412 04/30/2026
	MO. LEGAL FEES - MARCH 2026	JESPOSITO					
	01-01-5671-00	GENERAL LEGAL SERVICES		27,583.79			
	01-01-5673-00	LITIGATION		2,047.50			

INVOICE REGISTER FOR CITY OF OAKBROOK TERRACE

EXP CHECK RUN DATES 06/09/2026 - 06/09/2026

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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 Storino - Storino Ramello & Durkin							
95070							
0000025308	Storino Ramello & Durkin APR. 2026 LEGAL SERVICES 01-01-5673-00 01-01-5671-00	05/01/2026 JESPOSITO Litigation Services GENERAL LEGAL SERVICE		22,262.32 4,339.45 17,922.87	22,262.32	Open	Y 000002412 04/30/2026
Total Vendor Storino - Storino Ramello & Durkin				<u>51,893.61</u>	<u>51,893.61</u>		
Vendor SUBURB - Suburban Laboratories, Inc.							
GA6002559							
0000025321	Suburban Laboratories, Inc. COLIFORM SAMPLING 03-12-5600-00	05/29/2026 CWARD PROFESSIONAL/TECHNICAL SERVICE		200.00 200.00	200.00	open	Y 06/09/2026
Total Vendor SUBURB - Suburban Laboratories, Inc.				<u>200.00</u>	<u>200.00</u>		
Vendor SUMMIT RAC - SUMMIT RACING EQUIPMENT - AUTOSALES INCORPORATED							
9179657							
0000025309	SUMMIT RACING EQUIPMENT - AUTOSALES LEVELING KIT 01-02-5663-00	04/23/2026 JESPOSITO VEHICLE MAINT. & REPAIR		112.94 112.94	112.94	Open	Y 04/30/2026
Total Vendor SUMMIT RAC - SUMMIT RACING EQUIPMENT - AUTOSALES INCORPORATED				<u>112.94</u>	<u>112.94</u>		
Vendor BMX - TEAM RETRO BMX							
051926							
0000025313	TEAM RETRO BMX JULY 4TH PARADE PARTICIPANT 01-01-5780-00	05/19/2026 JESPOSITO 4TH OF JULY PARTICIPANT		425.00 425.00	425.00	open	Y 06/09/2026
Total Vendor BMX - TEAM RETRO BMX				<u>425.00</u>	<u>425.00</u>		
Vendor u line - ULINE							
207945378							
0000025311	ULINE VAN ACCESSIBLE SIGN 01-04-6133-00	05/12/2026 JESPOSITO STREET REPAIR MATERIALS		33.00 33.00	33.00	Open	Y 06/09/2026
Total Vendor u line - ULINE				<u>33.00</u>	<u>33.00</u>		

INVOICE REGISTER FOR CITY OF OAKBROOK TERRACE

EXP CHECK RUN DATES 06/09/2026 - 06/09/2026

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

Vendor V.WIRE - Verizon Wireless

6137506899 0000025325	Verizon Wireless CELL CHARGES 2/2-3/1/26	03/01/2026 JESPOSITO		1,826.98	1,826.98	Open	Y 04/30/2026	
	01-01-5668-00	EXEC. ADMIN.		138.19				
	01-02-5668-00	POLICE		779.96				
	01-11-5668-00	FINANCE		355.39				
	01-02-5668-00	NIMS		25.02				
	01-02-5668-00	AIRCARD		36.01				
	01-02-5668-00	USB PORT CARD		36.01				
	01-03-5668-00	COMM. DEVEL.		164.87				
	01-04-5668-00	STREETS		164.64				
	03-12-5668-00	WATER		126.89				

6140044432 0000025327	Verizon Wireless CELL CHARGES 3/2-4/1/26	04/01/2026 JESPOSITO		1,591.00	1,591.00	Open	Y 04/30/2026	
	01-01-5668-00	EXEC. ADMIN.		138.13				
	01-02-5668-00	POLICE		819.11				
	01-11-5668-00	FINANCE		105.36				
	01-02-5668-00	NIMS		25.03				
	01-02-5668-00	AIRCARD		36.01				
	01-02-5668-00	USB PORT CARD		36.03				
	01-03-5668-00	COMM. DEVEL.		139.89				
	01-04-5668-00	STREETS		164.58				
	03-12-5668-00	WATER		126.86				

Total Vendor V.WIRE - Verizon Wireless

3,417.98 3,417.98

Vendor Library - Villa Park Public Library

5152026 0000025290	Villa Park Public Library 14 CARDS ISSUED FOR 10 RESIDENCES - APR.	05/15/2026 JESPOSITO		3,048.26	3,048.26	Open	Y 06/09/2026	
	01-01-5785-00	LIBRARY SERVICES		3,048.26				

Total Vendor library - Villa Park Public Library

3,048.26 3,048.26

Vendor westmech - Westside Mechanical, Inc.

C010620 0000025260	Westside Mechanical, Inc. PD HVAC MAINTENANCE AGREEMENT	05/15/2026 CWARD		2,472.00	2,472.00	Open	Y 06/09/2026	
	01-02-5770-00	BUILDING MAINTENANCE		2,472.00				

INVOICE REGISTER FOR CITY OF OAKBROOK TERRACE

EXP CHECK RUN DATES 06/09/2026 - 06/09/2026

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
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Vendor westmech - Westside Mechanical, Inc.

Total Vendor westmech - Westside Mechanical, Inc.

2,472.00

2,472.00

of Invoices: 64 # Due: 64
 # of Credit Memos: 0 # Due: 0
 Net of Invoices and Credit Memos:

Totals:
 Totals:

215,151.92
 0.00
 215,151.92

215,151.92
 0.00
 215,151.92

--- TOTALS BY FUND ---

01 CORPORATE FUND
 03 WATER FUND

202,183.14
 12,968.78

202,183.14
 12,968.78

--- TOTALS BY DEPT/ACTIVITY ---

00
 01 EXECUTIVE MANAGEMENT
 02 PUBLIC SAFETY
 03 BUILDING & ZONING
 04 PUBLIC WORKS
 10 POLICE COMMISSION
 11 FINANCE
 12 OPERATING

3,107.83
 93,999.42
 68,082.27
 11,173.35
 16,537.57
 12.58
 9,270.12
 12,968.78

3,107.83
 93,999.42
 68,082.27
 11,173.35
 16,537.57
 12.58
 9,270.12
 12,968.78

ORDINANCE NO. 26 - 59

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

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

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

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

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

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

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

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

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

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

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

ADOPTED this 9th day of June 2026, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 9th day of June 2026.

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

ATTESTED and filed in my office,
this 9th day of June 2026.

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

Exhibit "A"

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

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

This Intergovernmental Park Use Agreement (the “Agreement”) is made this 9th day of June 2026, by and between the Oakbrook Terrace Park District, an Illinois park district (the “Park District”) and the City of Oakbrook Terrace, an Illinois municipal corporation (the “City”).

WITNESSETH:

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

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

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

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

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

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

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

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

3. The City shall provide continuous oversight during set-up, throughout the Event and during clean-up. The Park District shall provide two (2) employees who shall be responsible for pick-up of garbage and other debris, including fireworks debris, as well as grounds maintenance no later than the end of the day on Sunday, July 5, 2026. The City shall reimburse

the Park District at an hourly rate not to exceed \$35.00 per hour for each employee scheduled to clean up the park. The tents are expected to be removed by the City's vendor on Sunday, July 5, 2026, but in no event later than Monday, July 6, 2026.

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

5. Set-up for the Event shall not begin until the morning of Thursday, July 2, 2026, and takedown/clean-up shall be completed by the end of the day on Monday, July 6, 2026. The City shall provide the Park District with a blueprint of the Event layout in advance of the Event, including vendor locations. The City and its vendors may not drive on the grass/ballfield or drive vehicles over the culvert bridge. The City will provide all equipment and supplies for the Event and shall restore the premises to the same condition as existed prior to the Event and repair any damage to the Property caused by the Event. Any maintenance work that needs to occur must have written approval from the Park District, and work must be scheduled with the Park District in advance.

6. The City shall establish a written emergency evacuation plan for the Event in case of inclement weather. The City shall provide copies of the plan to all persons associated with the operation of the Event, including but not limited to the Park District and the Oakbrook Terrace Police Department. This plan is attached hereto and incorporated into this Agreement as Exhibit A. The City is responsible for compliance with the emergency evacuation plan, monitoring weather conditions, and determining whether the Event should be suspended or cancelled due to inclement weather or other conditions.

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

8. The City shall devote such time as is necessary to set up, host, dismantle and clean up after the Event. The City shall inspect the Property prior to and subsequent to each use to determine the suitability of the Property for any contemplated use and to identify any potential safety hazards or dangerous conditions. The City shall take all reasonable measures to protect volunteers, staff, participants, spectators, visitors, guests, officials, and other persons present at the Event from known safety hazards or potential risks. The City shall promptly advise the Park District of any safety hazards or potentially dangerous conditions that are discovered.

9. The City shall provide and keep in force at all times during this Agreement, the following coverages: comprehensive General Liability Insurance including contractual liability coverage, with minimum limits of not less than Two Million Dollars (\$2,000,000) per occurrence, and Four Million Dollars (\$4,000,000) annual aggregate. The City may satisfy the liability limits by a combination of primary insurance and an umbrella excess insurance policy. Property Damage Insurance, if applicable; full Worker's Compensation Insurance, if applicable, equal to the statutory amount required by law; and Employers' Liability Insurance, if applicable,

with limits of not less than One Million Dollars (\$1,000,000). All insurance carriers providing the coverage set forth herein shall have a rating of A:VII as assigned by A.M. Best & Co. and satisfactory to the Park District in its sole discretion. All certificates of insurance in connection herewith shall be furnished to the Park District no later than seven (7) days prior to the commencement date of this Agreement.

10. All insurance coverage provided by the City, except the umbrella excess insurance policy, shall be primary coverage as to the Park District. Except for the City's umbrella excess insurance policy, any insurance or self-insurance maintained by the Park District shall be in excess of the City's insurance and shall not contribute with it.

11. The Park District, its officers, agents and employees are to be covered as additional insureds under the General Liability insurance. The coverage shall contain no special limitation on the scope of protection afforded to the additional insureds. The policy and/or coverage shall also contain a "contractual liability" clause. Additionally, any vendor providing a fireworks display must maintain primary commercial general liability (CGL) insurance endorsed to designate the City and Park District as additional insureds on a primary and non-contributory basis with a limit of not less than \$5,000,000.00 per occurrence and specifically including liability arising out of pyrotechnic/fireworks displays.

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

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

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

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

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

17. The City represents and warrants that the City and /or its contractors have the skills and knowledge necessary to set up, host, dismantle, and clean up after the Event in a safe,

proper, efficient, thorough, and satisfactory manner and understands that the Park District is relying on such representation in contracting with the City.

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

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

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

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

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

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

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

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

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

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

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

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

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

Act and Illinois Department of Human Rights Rules and Regulations, the Park District or the City will promptly notify the Illinois Department of Human Rights; and the Park District or the City and will recruit employees from other sources when necessary to fulfill its obligations under the contract.

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

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

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

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

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

subparagraph from proposed subcontractors or material suppliers prior to the award of a subcontract or the consummation of material supply agreements exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity Clause, and the Park District and the City will retain such certifications in its files.

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

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

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

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

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

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

CITY:

City of Oakbrook Terrace,
an Illinois municipal corporation

PARK DISTRICT:

Oakbrook Terrace Park District,
an Illinois park district

By: _____
Paul Esposito, Mayor

By: _____
Roger Sweitzer, President

ATTEST:

ATTEST:

By: _____
Michael Shadley, City Clerk

By: _____
Susan Lugo, Secretary

ORDINANCE NO. 26 - 60

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

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

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

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

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

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

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

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

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

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

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

ADOPTED this 9th day of June 2026, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 9th day of June 2026.

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

ATTESTED and filed in my office,
this 9th day of June 2026.

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

Exhibit "A"

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

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

This Intergovernmental Park Use Agreement (the “Agreement”) is made this 9th day of June 2026, by and between the Oakbrook Terrace Park District, an Illinois park district (the “Park District”) and the City of Oakbrook Terrace, an Illinois municipal corporation (the “City”).

WITNESSETH:

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

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

WHEREAS, the City desires to host its Summer Concert Series (the “Event”) at Terrace View Park in the City on Friday evenings from June 26, 2026, to and including September 4, 2026;

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

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

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

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

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

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

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

and takedown. Event parking should be limited to the parking garage next to the Fitness Center, and patrons who are arriving by car should enter through the Fitness Center entrance. The City shall obtain permission from Millbrook Properties to utilize the parking garage for Event parking.

5. Set-up for the Event shall not begin until noon on the stated concert date, and takedown/clean-up shall be completed by the end of the day. The City shall provide the Park District with a blueprint of the Event layout in advance of the Event, including vendor locations. The City and its vendors may not drive on the grass/ballfield or drive vehicles over the culvert bridge. The City will provide all equipment and supplies for the event and shall restore the premises to the same condition as existed prior to the Event and repair any damage to the Property caused by the Event. Any maintenance work that needs to occur must have written approval from the Park District, and work must be scheduled with the Park District in advance.

6. The City shall establish a written emergency evacuation plan for the Event in case of inclement weather. The City shall provide copies of the plan to all persons associated with the operation of the Event, including but not limited to the Park District and the Oakbrook Terrace Police Department. This plan is attached hereto and incorporated into this Agreement as Exhibit A. The City is responsible for compliance with the emergency evacuation plan, monitoring weather conditions, and determining whether the Event should be suspended or cancelled due to inclement weather or other conditions.

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

8. The City shall devote such time as is necessary to set up, host, dismantle and clean up after the Event. The City shall inspect the Property prior to and subsequent to each use to determine the suitability of the Property for any contemplated use and to identify any potential safety hazards or dangerous conditions. The City shall take all reasonable measures to protect volunteers, staff, participants, spectators, visitors, guests, officials, and other persons present at the Event from known safety hazards or potential risks. The City shall promptly advise the Park District of any safety hazards or potentially dangerous conditions that are discovered.

9. The City shall provide and keep in force at all times during this Agreement, the following coverages: comprehensive General Liability Insurance including contractual liability coverage, with minimum limits of not less than Two Million Dollars (\$2,000,000) per occurrence, and Four Million Dollars (\$4,000,000) annual aggregate. The City may satisfy the liability limits by a combination of primary insurance and an umbrella excess insurance policy. Property Damage Insurance, if applicable; full Worker's Compensation Insurance, if applicable, equal to the statutory amount required by law; and Employers Liability Insurance, if applicable, with limits of not less than One Million Dollars (\$1,000,000). All insurance carriers providing the coverage set forth herein shall have a rating of A: VII as assigned by A.M. Best & Co. and satisfactory to the Park District in its sole discretion. All certificates of insurance in connection herewith shall be furnished to the Park District no later than seven (7) days prior to the commencement date of this Agreement.

10. All insurance coverage provided by the City, except the umbrella excess insurance policy, shall be primary coverage as to the Park District. Except for the City's umbrella excess

insurance policy, any insurance or self-insurance maintained by the Park District shall be in excess of the City's insurance and shall not contribute with it.

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

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

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

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

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

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

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

18. This Agreement shall not be construed as creating an employee/employer relationship or joint employment relationship between the parties. The parties are not entitled to any benefits or protections afforded to employees of the other party or bound by any obligations of employees of the other party. Each party understands and agrees that it will not be covered under the provisions of the unemployment compensation insurance of the other party or the workers' compensation insurance of the other party. Any injury or property damage caused by a party will be that party's sole responsibility and not the responsibility of the other party. Also, it is understood that the City is not protected as an employee or as a person acting as an agent or employee under the provisions of the general liability insurance of the Park District and that the Park District is not protected as an employee or as a person acting as an agent or employee under the provisions of the

general liability insurance of the City. Therefore, the City will be solely responsible for the City's own actions, and those of the City's employees and agents, if any. The Park District will in no way defend the City in matters of such liability. Further, the Park District will be solely responsible for the Park District's own actions, and that of the Park District's employees and agents, if any. The City will in no way defend the Park District in matters of such liability.

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

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

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

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

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

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

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

23. In the event of the Park District's or the City's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights, the Park District or the City may be declared ineligible for future contracts or subcontracts with the state of Illinois or any of its political

subdivisions or municipal corporations; and this Agreement may be canceled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Agreement, the Park District and the City agree as follows:

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

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

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

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

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

23.6. The Park District and the City will permit access to all relevant books, records, accounts and work sites by personnel of the Park District, the City and the Illinois

Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.

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

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

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

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

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

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

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

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

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK –
THE SIGNATURE PAGE FOLLOWS.]**

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

CITY:
City of Oakbrook Terrace,
an Illinois municipal corporation

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

By: _____
Paul Esposito, Mayor

By: _____
Roger Sweitzer, President

ATTEST:

ATTEST:

By: _____
Michael Shadley, City Clerk

By: _____
Susan Lugo, Secretary

ORDINANCE NO. 26 - 58

AN ORDINANCE TO APPROVE AND AUTHORIZE THE EXECUTION OF A SETTLEMENT AGREEMENT BY AND BETWEEN THE COALITION OPPOSING GOVERNMENT SECRECY, METRIC MEDIA, LLC ,DOING BUSINESS AS DUPAGE POLICY JOURNAL ,AND OWEN WANG AND 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, there is presently pending a case in the Circuit Court of the Eighteenth Judicial District, DuPage County, Illinois, entitled *Coalition Opposing Government Secrecy, Metric Media, LLC doing business as DuPage Policy Journal and Owen Wang, Plaintiffs, vs. The City of Oakbrook Terrace, Illinois, Defendant*, bearing Case No. 2025CH00197 (the “Lawsuit”);

WHEREAS, the City desires to completely settle and resolve all disputes related to the issues involved in the Lawsuit; and

WHEREAS, the City Council deems it to be in the best interest of the City to enter into a Settlement Agreement, Release and Covenant Not to Sue (“Settlement Agreement”) with the plaintiffs;

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

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

Section 2: The City Council hereby determines that it is advisable, necessary and in the public interest that the City enter into a Settlement Agreement with the plaintiffs.

Section 3: The Mayor is hereby authorized and directed to execute and the City Clerk is hereby authorized and directed to attest the Settlement Agreements with the plaintiffs, substantially in the form attached hereto as Exhibit “A” with such terms therein consistent with this ordinance as may be approved by the officials executing the same, their execution thereof shall constitute conclusive evidence of their approval of the same, subject to review and approval of such Termination Agreements by the Mayor and the Corporation Counsel.

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

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

ADOPTED this 9th day of June 2026, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 9th day of June 2026.

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

ATTESTED and filed in my office,
this 9th day of June 2026.

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

EXHIBIT "A"
SETTLEMENT AGREEMENT, RELEASE AND COVENANT NOT TO SUE

**IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT
DUPAGE COUNTY, ILLINOIS**

Coalition Opposing Governmental)	
Secrecy, Metric Media, LLC)	
doing business as the DuPage Policy)	
Journal and Owen Wang)	
Plaintiffs,)	No. 2025-CH-000197
)	
CITY OF OAKBROOK TERRACE, a)	
Municipal Corporation,)	
Defendant.)	

SETTLEMENT AGREEMENT, RELEASE AND COVENANT NOT TO SUE

This Settlement Agreement, Release and Covenant Not to Sue (“Settlement Agreement”) is made and entered into by and between the City of Oakbrook Terrace, a municipal corporation (the “City” or “Oakbrook Terrace”) and the Coalition Opposing Governmental Secrecy, a Missouri non-profit corporation; Metric Media, LLC, a Delaware limited liability company, doing business as the DuPage Policy Journal; and Owen Wang, an individual, (collectively the “Plaintiffs”) as of the date(s) indicated below.

PREAMBLE

WHEREAS, on January 31, 2025, Owen Wang, a reporter for the DuPage Policy Journal filed a Freedom of Information Act Request with the City seeking the following public records:

Names, addresses, and emails of members of all volunteer boards and commissions from last 3 months. Include the start date and end date of the term, if applicable

(the “Freedom of Information Act Request”);

WHEREAS, the City failed to timely respond to the Freedom of Information Act Request;

WHEREAS, on August 19, 2025, the Coalition Opposing Government Secrecy and Metric Media, LLC, doing business as DuPage Policy Journal, filed a lawsuit against the City entitled the *Coalition Opposing Government Secrecy and Metric Media, LLC, doing business as DuPage Policy Journal, Plaintiff v. City of Oakbrook Terrace, Defendant* pending in the Circuit Court of the

Eighteenth Judicial Circuit, DuPage County, Illinois, bearing case number 2025CH000197 (the “Lawsuit”);

WHEREAS, the Plaintiffs filed a First Amended Complaint in the Lawsuit, adding Owen Wang, as a plaintiff;

WHEREAS, the Plaintiffs have employed and have had the benefit of counsel of Edward “Coach” Weinhaus, Esq. of the law firm of Legal Solved, LLC and Adam Florek of the law firm of Florek Law, LLC regarding the Lawsuit and this Settlement Agreement;

WHEREAS, the City has employed and has had the benefit of counsel of Richard J. Ramello of the law firm of Storino, Ramello & Durkin regarding the Lawsuit and this Settlement Agreement;

WHEREAS, each party has entered into this Settlement Agreement freely, voluntarily, willingly, knowingly and intelligently, without being under the influence of any force or coercion of any kind; and the terms of this Settlement Agreement are the result of negotiation and discussion between representatives of the Plaintiffs and the City and their respective attorneys, based on full and fair disclosure of all relevant facts;

WHEREAS, the Plaintiffs and the City in consideration of the obligations hereinafter undertaken, wish to settle and terminate the issues described above, to resolve and discharge, as between the Plaintiffs and the City and each of them, all alleged liabilities, disputed issues, claims, demands, actions or causes of action arising out of or relating to the Freedom of Information Act Request, to purchase peace, and wish to avoid further legal costs pursuant to the terms and provisions expressed herein; and

WHEREAS, the Defendants and the City have entered into this Settlement Agreement to settle, compromise, release and dismiss all claims pending between the parties hereto; acknowledge that settlement of this claim is not an admission of liability, or of unconstitutional or illegal conduct

by any party and that this settlement is made to avoid the uncertainty of the outcome of litigation and the expense in time and money of litigation;

WHEREAS, the Freedom of Information Act Request in the Lawsuit (“FOIA Request”) defines the limits of Plaintiffs’ claims and any releases and guarantees herein which are meant to be as expansive in their protections of Defendant subject to the limitation of the FOIA Request;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the adequacy of which is stipulated by the parties (the “Settlement”), it is hereby agreed as follows:

1. Incorporation of Preamble. The facts and statements contained in the preamble to this Settlement Agreement are true and correct and are hereby adopted as part of this Settlement Agreement.

2. Settlement Payment. The City agrees to pay the sum of Four Thousand Six Hundred Seventy and 00/100 Dollars (\$4,670.00) within thirty (30) days of receipt by the City of: (a) the Settlement Agreement executed by the Plaintiffs; (b) approval of the Settlement Agreement by the City’s City Council and Mayor; (c) complete instructions to enable the City to make payment; and (d) the relevant, completed Form W-9. The Plaintiffs acknowledge that the Settlement Payment is the only consideration to be paid by the City for the Released Claims (as defined below) and in connection with this Settlement. Payment shall be tendered to LegalSolved LLC.

3. Dismissal of the Lawsuit. Within five (5) business days of the receipt of the Settlement Payment, the Plaintiffs shall direct their attorneys to execute and cause to be filed a Stipulation for Voluntary Dismissal of the Lawsuit Pursuant to Section 2-1009 of the Illinois Code of Civil Procedure, substantially in the form attached hereto as Exhibit “A” with the Clerk of the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois, which will provide for the dismissal of the Plaintiffs’ Lawsuit against the City with prejudice.

4. Mutual Releases and Covenants.

a. Plaintiffs' Release. Effective upon execution of the Settlement Agreement and in consideration of the promises made by the City in this Settlement Agreement, the Plaintiffs, jointly and severally, hereby completely and irrevocably satisfy, release, acquit and forever discharge the City, and its present or former, successors, direct or indirect, agents, subsidiaries, affiliates, legal representatives, insurers, employees, officers and elected officials, of and from any and all past, present or future actions or causes of action, demands, judgments, expenses, damages or losses of whatever kind or nature, known or unknown, that were asserted or could have been asserted in or resulted from the FOIA Request including, but not limited to, all claims which were or could have been asserted in the Lawsuit, in law or equity, under any federal law(s) or Illinois law(s) that were, are or could have been at issue in this Lawsuit; and as well as any applicable interest, penalties and/or additions or attorneys' fees and costs, or to (b) any other claims remaining that have or could have been asserted by the Plaintiffs against the City in the Lawsuit pertaining or relating to the FOIA Request (collectively, the "Released Claims"). Notwithstanding the foregoing, the Plaintiffs do not release or discharge the City for its obligations under or breach of this Settlement Agreement.

b. Plaintiffs' Covenant Not to Sue. Further subject to Section 4(a) above and in consideration of the promises made by the City in this Settlement Agreement, the Plaintiffs, jointly and severally, agree never to institute or solicit any suit, charge, complaint, or action, at law or in equity, in any court of the United States or any state thereof, or in any administrative agency of either the United States or any state, county or municipality thereof, or before any other tribunal, public or private, against the City regarding the FOIA Request, including, but not limited to, all claims which were asserted or which could have been

asserted in the Lawsuit brought by the Plaintiffs related to the FOIA Request. Notwithstanding the foregoing, the Plaintiffs do not covenant not to sue the City for each of its obligations under or breach of this Settlement Agreement. This provision is in no way to be considered a restriction on the Plaintiffs' lawyers' right to practice in violation of Rule 5.6(b) of the Illinois Supreme Court Rules of Professional Conduct.

5. **Full and Final Settlement.** The parties agree that the Settlement Payment set forth in Section 2 above is in full and final settlement of all claims, demands, actions, causes of action, obligations, agreements, promises, representations, restrictions, damages, and liabilities of any nature whatsoever in law or equity, whether known or not known, now existing or arising after the date of this Settlement Agreement, whether suspected, claimed or recognized under existing common and statutory law, which the Plaintiffs now have, had, or claim to have, or may ever have against the City which arise out of the FOIA Request, including, but not limited to, all claims which were or could have been asserted in the Lawsuit, in law or equity, relating in any way to the FOIA Request under any federal law(s) or Illinois law(s) that were, are or could have been at issue in this Lawsuit, as well as any applicable interest, penalties and/or additions to tax or attorneys' fees and costs or any other claims remaining that have or could have been asserted by the Plaintiffs against the City in the Lawsuit pertaining or relating to the FOIA Request.

6. **For Settlement Only.** Each of the parties' obligations specified herein is made solely for the purposes of terminating and completely resolving all claims between the Plaintiffs and the City concerning the Lawsuit. The parties have agreed to enter into this Settlement and Settlement Agreement in order to put to rest the uncertainty and expense of continued litigation. The parties acknowledge, following sufficient discovery and investigation by counsel, that this Settlement resolves disputed claims; and nothing in this Settlement Agreement is intended or should be construed as an admission that the City or any of its current and former officers, employees or

agents are liable for any act or inaction, violated any law or any liability related to the Freedom of Information Act Request whatsoever. It being understood that the City, its officers, employees and agents each expressly deny any obligation related to the FOIA Request and enter into this Settlement Agreement amicably to resolve all disputes arising between the parties.

7. Authority for Settlement Agreement. This Settlement Agreement shall be null and void unless it is approved by the City Council and the Mayor of the City. Subject to the approval of this Settlement Agreement by the City Council and the Mayor of the City, the Plaintiff and the City each hereby represent(s) and warrant(s) that they/it have/has the power and authority to enter into this Settlement Agreement. Each individual executing this Settlement Agreement on behalf of the Plaintiffs and the City represents that he or she has full authority to execute the same, and that all necessary corporate or governmental action has been taken by such party.

8. Confidentiality. The parties will not use this Settlement Agreement or the Settlement to interfere with, impede or prejudice the other parties' position in other Freedom of Information Act litigation or administrative reviews. The parties may, however, use this Settlement Agreement or the Settlement in any action to enforce or remedy a breach of this Settlement Agreement.

9. Fees and Costs. Except as otherwise provided in Section 2, each party shall be solely responsible for payment of its own costs, expenses, attorney's fees, accounting fees and consultant's fees incurred and neither party shall bear any responsibility for the other party's costs, expenses, attorney's fees, accounting fees and consultant's fees associated with the Lawsuit, Settlement or Settlement Agreement.

10. Default. This Settlement shall be null and void and of no force and effect if the City's City Council and Mayor decline to approve the Settlement. This Settlement Agreement, as well as the terms or conditions of the Settlement and Settlement Agreement, or any draft, discussion,

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Settlement Agreement, Release and Covenant Not to Sue
Page 6 of 10

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negotiation, documentation or other part of aspects of the parties' discussions of the parties' Settlement and this Settlement Agreement, shall not be admissible in evidence except to enforce the Settlement's and Settlement Agreement's terms, provided, however, that any omission or misrepresentation contained in any affidavit submitted to the City in connection with this Settlement Agreement may be admitted into evidence.

11. Interpretation. Each party has cooperated in the drafting and preparation of this Settlement Agreement. It shall be construed according to the plain meaning of its language and not for or against any party. This Settlement Agreement shall be deemed to have been executed and delivered within the state of Illinois and shall in all respects be interpreted, enforced and governed by the substantive laws of the state of Illinois without regard to its choice of law or conflict of laws principles.

12. Complete Agreement. This Settlement Agreement constitutes the complete understanding between the Plaintiffs and the City. No other promises or agreements, either expressed or implied, shall be binding unless signed in writing by all parties to this Settlement Agreement.

13. Voluntary Agreement. The Plaintiffs and the City each acknowledge(s) that (a) they/it have/has been represented in this matter by counsel, have/ has had sufficient time to consult with their/its counsel about the Settlement and Settlement Agreement to the extent deemed necessary;(b) they/it have/has read this Settlement Agreement, understand(s) its provisions and have/has signed this Settlement Agreement knowingly and voluntarily; (c) no other persons or entities have or had any interest in the claims that are now being released; and (d) the Plaintiffs have not sold, transferred or assigned their claims to any other person or entity prior to entering the Settlement and executing this Settlement Agreement.

14. Counterparts. This Settlement Agreement may be signed in one or more counterparts, each of which will be considered one and the same agreement, deemed an original and

attached to form the entire Settlement Agreement. A signature page to this Settlement Agreement delivered by email or facsimile shall be considered an original signature page.

15. Amendments. This Settlement Agreement (including each of the rights and obligations set forth herein) shall be binding upon, and inure to, the benefit of the respective present or former or future successor, parents, subsidiaries, affiliates, agents, representatives, officials, insurers, employees, officers, directors and shareholders of the undersigned parties. Additionally, any reference in this Settlement Agreement to the Plaintiffs or the City or Oakbrook Terrace (as those terms are defined herein) shall be a reference to the present or former, successor, direct or indirect, subsidiaries, affiliates, agents, legal representatives, insurers, employees, officers and elected officials of those entities. This Settlement Agreement may not be amended, in whole or in part, except in writing signed by a duly authorized agent of the Plaintiffs and the City.

16. The parties have taken different views of the facts and law related to the Lawsuit. This Settlement and Settlement Agreement are based on the parties' stated desire to compromise this dispute and is not an indication that either party has expressed agreement with the other party's view of the facts or law.

17. This entire paragraph applies only prior to the settlement approval. The parties and their attorneys shall not voluntarily provide or show a copy of the Settlement Agreement, or disclose the terms of this Settlement or Settlement Agreement, to any person for the purpose of inducing or discussing potential litigation, or to defend litigation based thereon, except as required by law, subpoena, a court order to do so or pursuant to the City's practice of posting the City Council meeting agenda packet which includes a copy of the Settlement Agreement on the City's website in connection with its approval.

(Signature page follows.)

EXHIBIT "A"

IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT
DUPAGE COUNTY, ILLINOIS

Coalition Opposing Governmental)	
Secrecy, Metric Media, LLC)	
doing business as the DuPage Policy)	
Journal and Owen Wang)	
Plaintiffs,)	No. 2025-CH-000197
)	
CITY OF OAKBROOK TERRACE, a)	
Municipal Corporation,)	
Defendant.)	

STIPULATION FOR VOLUNTARY DISMISSAL OF THE LAWSUIT PURSUANT TO SECTION 2-1009 OF THE ILLINOIS CODE OF CIVIL PROCEDURE

It is hereby stipulated and agreed by and among the Plaintiffs, the Coalition Opposing Governmental Secrecy; Metric Media, LLC, doing business as the DuPage Policy Journal; and Owen Wang, and the Defendant, the City of Oakbrook Terrace, all parties to the above-entitled action, through their respective attorneys, that the Plaintiffs’ First Amended Complaint against the Defendant be dismissed with prejudice, all costs having been paid and all matters in controversy for which said action was brought having been fully settled, compromised and adjourned.

By: /s/ Richard J. Ramello
Attorney for the City of Oakbrook Terrace
Richard J. Ramello | rramello@srd-law.com
Matthew G. Holmes | mholmes@srd-law.com
Thomas J. Halleran | thalleran@srd-law.com
Storino, Ramello & Durkin
9501 Technology Blvd., Suite 4200
Rosemont, Illinois 60018
Telephone: (847) 318-9500
Fax: (847) 318-9509
DuPage County Attorney No. 7620

By: /s/ Edward “Coach” Weinhaus
Edward “Coach” Weinhaus, Esq.
Cook County #64450 / ARDC #6333901
LegalSolved, LLC, FOIASolved division
11500 Olive Blvd., Suite 133
Saint Louis, Missouri 63141-7126
Tele: (314) 580-9580
E-mail: eaweinhaus@gmail.com

Adam Florek
Cook Co. Attn’y No: 100630;
Ill. Attn’y No: 6320615
Florek Law, LLC
11 Knollwood Dr.
North Caldwell, New Jersey 07006
Tele: (929) 229-2268
E-mail: aflorek@florekllc.com

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Stipulation for Voluntary Dismissal





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Audit trail

Title	settlement to sign - Oakbrook Terrace City
File name	Settlement_Agreem...nt_Secrecy_an.pdf
Document ID	ed75c889ebb9029914bc20e381ec99dc52994249
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History

 SENT	06 / 01 / 2026 23:30:34 UTC	Sent for signature to Owen Wang (owenwang9010@gmail.com) from eaweinhaus@gmail.com IP: 75.80.43.203
 VIEWED	06 / 02 / 2026 18:30:30 UTC	Viewed by Owen Wang (owenwang9010@gmail.com) IP: 73.242.85.154
 SIGNED	06 / 02 / 2026 18:31:04 UTC	Signed by Owen Wang (owenwang9010@gmail.com) IP: 73.242.85.154
 COMPLETED	06 / 02 / 2026 18:31:04 UTC	The document has been completed.

**INTERGOVERNMENTAL LEASE AGREEMENT BETWEEN
THE CITY OF OAKBROOK TERRACE AND THE
OAKBROOK TERRACE COMMUNITY PARK DISTRICT**

(Terrace View Park and Parkview Plaza Property, Oakbrook Terrace, Illinois)

THIS INTERGOVERNMENTAL LEASE AGREEMENT (“Agreement”) is made and entered into this ~~9th~~^{23rd} day of June 2026 (the “Effective Date”) between the Oakbrook Terrace Community Park District (the “Park District”), an Illinois Park District and unit of local government, and the City of Oakbrook Terrace (the “City”), an Illinois municipal corporation and home-rule unit of local government (collectively, the Park District and the City are the “Parties” and sometimes, individually, a “Party”).

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WHEREAS, pursuant to Division 95 of the Illinois Municipal Code, 65 ILCS 5/11-95-1 *et seq.*, the corporate authorities of the City may dedicate and set apart for use as recreation centers, any land or buildings which are owned by the City and are not dedicated or devoted to another and inconsistent public use; and pursuant to Section 11-76-1 of the Illinois Municipal Code, 65 ILCS 5/11-76-1, the corporate authorities of the City are expressly authorized to lease the use of real estate for any term not exceeding 99 years when, in the opinion of three-fourths of the corporate authorities then holding office, the real estate is no longer necessary, appropriate, required for the use of, profitable to or for the best interests of the City;

WHEREAS, pursuant to the Illinois Park Code, Chapter 70, ILCS Sections 1205/8-1(b)(1), 1205/8-16 and 1205/10-4, the Park District has the power to acquire by lease or permit the right to occupy and use real estate, land and riparian estates for park and playground purposes and to improve, maintain and equip the same as a park or playground and to place permanent buildings and structures thereon;

WHEREAS, Article VII, Sec. 10 of the 1970 Illinois Constitution provides that units of local government may contract and otherwise associate among themselves to obtain or share services and to exercise, combine or transfer any power or function, in any manner not prohibited by law;

WHEREAS, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, allows a unit of local government to enter into an intergovernmental agreement to exercise its various powers, privileges or authority jointly with another unit of local government;

WHEREAS, the City has authority to enter into lease agreements pursuant to its home-rule and other authority;

WHEREAS, the City is the owner of a certain tract of real estate commonly known as the Terrace View Park and Parkview Plaza Property, which real estate is improved with a fitness center, walking paths, grassy areas, natural vegetation, nature center, gazebo, picnic areas, baseball field, playground, a lake with fountains and related appurtenances, and as legally described in Exhibit “A” (the “Premises”), attached hereto and incorporated herein by reference, said land being acquired by the City pursuant to a decision rendered by the Circuit Court of DuPage County in Case No. 2-64-2533;

WHEREAS, the Park District has declared that it is necessary and convenient to use, occupy or improve the Premises hereinabove described for the benefit of, and in the best interest of, the residents within the Park District;

WHEREAS, the City has determined that the best interests and needs of the residents of the City would be served if the Premises were operated as a park site by the Park District;

WHEREAS, the Park District has been organized for the purpose of owning, operating, leasing and maintaining a system of parks and park sites, and the territorial boundaries of the said Park District lie partly within and partly without the corporate limits of the City;

WHEREAS, the City has been organized for the purpose of providing needed services to the residents within said City, and the territorial boundaries of the said City lie partly within and partly without the corporate limits of the Park District;

WHEREAS, the City and the Park District entered into a Lease (Intergovernmental Agreement) dated May 22, 1975, of the Premises recorded June 30, 1976, as Document R76-43773, DuPage County, Illinois, having a term of sixty (60) years through May 21, 2035;

WHEREAS, the City and the Park District entered into an Addendum to Lease dated June 14, 1988, and recorded in the office of the Recorder of Deeds of DuPage County, Illinois, on January 13, 1989, as Document R89-00-5639 having a term of fifty-two (52) years through May 25, 2040;

WHEREAS, the City, the Park District and Contract Management, Inc. entered into a Tri-Party Agreement dated January 10, 1984, and a Lease and Agreement for Development, dated January 28, 1988, recorded in the office of the Recorder of Deeds of DuPage County, Illinois, on May 19, 1988, as Document R88-051251 and various amendments and assignments thereto (collectively the "Air Rights Lease");

WHEREAS, the Air Rights Lease has a term of 99 years from January 28, 1988, to January 27, 2087;

WHEREAS, the City and the Park District believe that the operation, control and maintenance of the Premises by the Park District as a community park is beneficial to the community;

WHEREAS, the Park District desires to use the Premises to provide recreational opportunities for residents and visitors of the City as a park and fitness center; and

WHEREAS, the City has and is willing to continue to lease the Premises to the Park District until the expiration of the Air Rights Lease pursuant to and in accordance with this Agreement's terms;

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND OF THE COVENANTS, CONDITIONS AND AGREEMENTS HEREIN CONTAINED, THE PARTIES HERETO AGREE, AS FOLLOWS:

1. **Recitals and Exhibits Incorporated.** The recitals set forth above are substantive and are incorporated herein by reference as though fully set forth. All exhibits attached to this Agreement are incorporated by reference.

2. ~~Lease—Lease Term.~~ The City hereby leases the Premises to the Park District subject to the rights granted to the lessee, its successors and assigns under the Air Rights Lease, as amended and assigned, to have and to hold as provided herein.

City’s Proposed Section 2.1

2.1 Lease Term. The lease term will begin on May 26, 2040, and terminate forty-six (46) years, eight (8) months and one (1) day thereafter on January 27, 2087, unless terminated earlier as herein provided (“Term”). The 1975 Lease (as amended) shall continue in full force and effect through May 25, 2040. By no later than August 1, 2026, the Park District must pay to the City, as total rent for said Premises, the sum of Forty-Seven Dollars (\$47.00), said payment to constitute rent for the entire Term, ~~provided, however, that each year, the City shall have the exclusive possession, and be solely responsible for, said property described on Exhibit “A,” on the following~~ four (4) days:

- 1) Third (3rd) Saturday in May,
- 2) Fourth (4th) of July,
- 3) Second (2nd) Saturday in September, and
- 4) Second (2nd) Sunday in September.

The City shall maintain insurance on said property described on Exhibit “A,” on the four (4) days set forth above and name the Park District as additional insured therein; provided, however, that the City’s exclusive possession of the Premises on the four (4) days of each calendar year is not intended to, and shall not, apply to any portion of Premises described in the Air Rights Lease.

Park District’s Proposed Section 2.1 and 2.2

2.1 Lease Term. The lease term will begin on May 26, 2040, and terminate forty-six (46) years, eight (8) months and one (1) day thereafter on January 27, 2087, unless terminated earlier as herein provided (“Term”). The 1975 Lease (as amended) shall continue in full force and effect through May 25, 2040. By no later than August 1, 2026, the Park District must pay to the City, as total rent for said Premises, the sum of Forty-Seven Dollars (\$47.00), said payment to constitute rent for the entire Term.

2.2 City Use of Premises By October 1st of each year of this Agreement,, the City shall provide the Park District with the annual list of dates in the following calendar year on which the City shall have the exclusive possession, and be solely responsible for, said property described on Exhibit “A,” not to exceed twelve (12) days per calendar year...

The City shall maintain insurance on said property described on Exhibit “A,” on the days identified by the City each year and name the Park District as additional insured therein, provided,

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however, that the City's exclusive possession of the Premises on the days identified by the City each calendar year is not intended to, and shall not, apply to any portion of Premises described in the Air Rights Lease.

3. Purposes. The Premises shall be used by the Park District exclusively for public park and recreational purposes. Except as otherwise herein set forth, the Park District shall operate such park and recreational facilities consistent with the Park District's standards for similar park properties and shall likewise enforce as with its own properties all reasonable rules and regulations relative to the operation, use and maintenance of the Premises and improvements, all in accordance with applicable laws. The City retains the right to approve all future buildings and structures proposed to be constructed by the Park District on the Premises; and the Park District shall, as legally required by the City's land use ordinances and in accordance with this Agreement, seek the City's approval before constructing any of the same.

4. Duty to Maintain and Repair.

4.1 Park District Maintenance. The Park District shall, in accordance with the Park District's maintenance standards for similar park properties, maintain the Premises and all improvements located thereon in good order and repair in a reasonably safe condition and make all repairs reasonably required from wear and use of such land, buildings and improvements. The Park District shall, at its expense, maintain in good condition the landscaped areas of the Premises, including, without limitation, periodic mowing, watering, trimming, removal of rubbish and replacement of plants, shrubs and trees, as may be necessary to keep the landscaped areas in good condition, commensurate with the maintenance and condition of the Park District's other properties. The Park District shall, at its sole cost and expense, promptly comply in every respect with all applicable laws, building codes, zoning ordinances and other rules and regulations of all federal, state, county and municipal governmental and public authorities and agencies having jurisdiction over the Premises; ~~provided, however,~~ provided, however, that the Park District shall have the right to contest by appropriate legal proceedings, without cost or expense to the City, the validity of any law, ordinance, rule or regulation, if such contest does not and would not: (i) subject the Park District to any fine or any civil or criminal penalty; or (ii) result in a forfeiture or seizure of the Premises. In the event of any such contest, compliance with such law, ordinance, rule or regulation legally contested by the Park District may be postponed if permitted by law until the final determination of any such proceeding, provided that all such proceedings shall be prosecuted by the Park District with due diligence and dispatch.

All improvements located on the Premises at the end of the Term shall become the property of the City at no cost to the City and, at the end of the Term, the Park District will deliver all improvements to the City in good and working condition, reasonable wear and tear excepted.

4.2 Improvements. Should the Park District desire any improvements to be constructed on the Premises, then all costs for such improvements constructed by the Park District shall be paid by the Park District; and, unless otherwise agreed to by the City, the City shall have no obligation to construct or pay for any of those improvements. Prior to the Park District's construction of any improvements on the Premises, the Park District will

submit to the City for review, comment and permitting, if necessary, the detailed final construction and site plans for the improvements for purposes of planning the maintenance thereof.

4.3 Notice; Contractors. During the Term, the Park District shall do the following should it contract any maintenance responsibilities to any third-party contractor: (1) give not less than ten (10) days' notice to the City before any activity commences; (2) ensure that the contract requires that such activity complies with all applicable laws; and (3) cause any contractor performing any maintenance work on the Premises to name the Parties as a beneficiary of all warranties and insurance coverage and the City ~~as~~ and the Park District as additional insureds and certificate holders for the purpose of all required or available insurance coverage. The Park District shall include in its contracts for any work related to the Premises the following requirements: (i) that the contractors shall comply with all statutory and other obligations imposed by law, including, without limitation, those imposed by the Prevailing Wage Act, Public Construction Bond Act, [the Substance Abuse Prevention on Public Works Projects Act](#), and those requirements related to stormwater management; (ii) the contractors and other agents will defend, indemnify and hold harmless the City and its elected and appointed officers, agents and employees from all claims for injury to persons or property, including injuries or damages to City employees, invitees and property; and (iii) that the warranties shall also extend to the City as an intended third-party beneficiary.

4.4 City Right of Access. The City or any of its officers, agents, representatives, employees, contractors or assigns shall have the perpetual right, privilege and authority to enter upon the Premises, either by vehicle or on foot to survey, reconstruct, test, repair, inspect, maintain, renew, operate and remove its existing water, sanitary sewer or stormwater infrastructure facilities located at the Premises; or construct, install, or maintain any new improvements thereto, together with the right of access across the Premises for necessary workers and equipment to do any of the required work at the City's cost and expense.

5. Indemnification, Insurance.

5.1 Park District Indemnification. The Park District shall indemnify, defend and hold harmless the City, its elected and appointed officials, employees, contractors and agents (collectively, the "City Indemnitees") from and against any and all debts, liens, claims, investigations, causes of action, administrative orders or notices, costs, personal injuries, losses, damages, liabilities, demands, lost profits, consequential damages, interest, fines, penalties or expenses, including attorneys' fees and expenses, consultants' fees and expenses, court costs and all other out-of-pocket expenses, suffered or incurred by the City Indemnitees resulting, directly or indirectly, from the following: any incident or occurrence on the Premises after the date of this Agreement; any presence, release, placement on or in the premises, or the generation, transportation, storage, treatment or disposal at the premises of any hazardous or toxic material by the Park District, its invitees or guests; or any other harm or injury caused by the acts or omissions of the Park District, its elected and appointed officials, contractors, agents, guests, invitees or employees after the Effective Date of this Agreement. Notwithstanding any other provision of this Agreement,

the Park District's indemnification obligation does not cover acts of negligence on the part of the City Indemnitees, or any liability incurred by any City Indemnitee as a result of an act, omission or property interest occurring or existing prior to the Effective Date.

5.2 City Indemnification. The City agrees to indemnify, defend and hold harmless the Park District, its elected and appointed officials, employees, contractors and agents (collectively, the "Park District Indemnitees") from and against any and all debts, liens, claims, investigations, causes of action, administrative orders or notices, costs, personal injuries, losses, damages, liabilities, demands, lost profits, consequential damages, interest, fines, penalties or expenses, including attorneys' fees and expenses, consultants' fees and expenses, court costs and all other out-of-pocket expenses, suffered or incurred by the Park District Indemnitees resulting from, arising from, or caused by, directly or indirectly: any condition of the Premises prior to the Effective Date of which the City had actual knowledge, or any harm or injury caused by any act or omission of the City. Notwithstanding any other provision in this Agreement, the City's indemnification does not cover acts of negligence on the part of the Park District Indemnitees, or any liability incurred by any Park District Indemnitee as a result of an act, omission or property interest occurring or existing after the Effective Date.

5.3 Survival. The indemnification obligations set forth in this Section 5 of shall survive the expiration or termination of this Agreement.

5.4 Insurance. Each Party shall maintain the following insurance during the lease term:

5.4.1. Commercial General Liability insurance, specifically including bodily injury, personal injury and property damage with limits of not less than \$1,000,000 per occurrence;

5.4.2. Business Auto Liability insurance, including coverage for owned, hired, or non-owned vehicles, as applicable with limits no less than \$500,000 per accident or occurrence; and

5.4.3. Workers' Compensation insurance as required by statute and Employer's Liability insurance with limits of \$500,000 per accident and \$500,000 per disease.

The insurance coverage specified above may be provided by a combination of self-insurance, participation in a risk management pool or commercial policies of insurance. Each Party shall, upon request by the other Party, furnish certificates of the insurance and/or coverage in place.

6. Use and Care of the Premises.

6.1. The Park District shall maintain the Premises as a fitness center, walking paths, grassy areas, natural vegetation, nature center, gazebo, picnic areas, baseball field, playground, a lake with fountains and related appurtenances. The Park District shall take good care of the Premises, fixtures, appurtenances and equipment located therein. The Park District shall, at its own cost and expense, and at no cost or expense to the City, maintain

the Premises in good order and shall make all necessary repairs to said Premises. Any material modifications or improvements to the Premises desired by the Park District must be approved in advance as legally required by the City's land use ordinances, codes and regulations and this Agreement. In the absence of such a proposal and approval, there is no obligation upon the Park District to improve the Premises.

6.2. The Park District shall maintain the fitness center and the equipment located therein in a clean and orderly appearance. The interior surfaces shall be well maintained, painted or covered with suitable finished surfaces that are kept clean and in good repair. Floor and window treatments, if any, shall be clean and in good repair. All areas shall be maintained to the highest possible standards and meet or exceed state and local health code requirements. Refuse containers shall be orderly, regularly emptied, well maintained, clean and in good repair. Signs and bulletin boards shall be neat and orderly with current information. Restrooms shall be clean, stocked and well maintained. All fixtures shall be operational and in good repair.

City's Proposed Section 6.3

6.3. The Park District shall maintain the baseball field of the park relatively weed free, disease free, litter and debris free, neatly, uniformly and consistently mowed and trimmed. The skinned infield shall be periodically dragged to produce a level, depression-free playing surface. The following is the suggested method to properly maintain the skinned areas of the infield:

6.3.1. Rake excess dirt from underneath each base area to make it level;

6.3.2. Remove any debris, including grass clippings, rocks, weeds, etc. from the skinned surface;

6.3.3. Water the skinned area to allow the infield to be dragged. If the skinned area is already moist, this step can be skipped;

6.3.4. Drag the infield with either a chain or nail drag;

6.3.5. Add soil conditioner as needed; and

6.3.6. Monitor and water infield as needed to ensure desired moisture levels.

Park District's Proposed Section 6.3

6.3. The Park District shall maintain the baseball field of the park relatively weed free, disease free, litter and debris free, neatly, uniformly and consistently mowed and trimmed. The skinned infield shall be periodically dragged to produce a level, depression-free playing surface. The Parties agree to maintain the baseball field infield in accordance with generally recognized local standards.

6.4. Maintenance. The Park District shall maintain the grassy areas of the park relatively weed free, disease free, litter and debris free, neatly, uniformly and consistently mowed and trimmed. The natural vegetation shall be attractively landscaped with healthy plants suited for the area. The natural vegetation shall be well maintained, free of litter, debris and weeds. The walking paths, nature center, gazebo, picnic areas, and playground shall be well maintained, free of litter and debris. All equipment shall be kept in good working order and repair, free of rust, chipped paint and deteriorated finishes. The water quality of the lake shall be maintained to support aquatic life and shall be free of algae. Perimeter and protective fences shall be free of holes, maintained straight, properly anchored, free of weeds and other growth.

7. Compliance with Laws. The Parties agree to comply with all laws, currently or hereafter existing, including, without limitation, all state and federal environmental laws and the requirements of any governmental authority necessitating environmental remediation of the Premises. The Park District will, at its sole cost, remove and replace any improvements that are damaged, destroyed or relocated due to any remediation required by any governmental authority. The Park District will not be responsible for any environmental remediation of the Premises, excluding remediation necessitated by the acts or omissions of the Park District or its guests, invitees or permittees.

8. No Duty to Third Parties. This Agreement is entered into solely for the benefit of the Parties; and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the City and/or the Park District and/or any of their respective officials, officers and/or employees.

9. No Assignment or Subleasing. The Park District shall not assign this Lease, or any interest therein, or sublet any portion of the Premises, but may grant permission and authority to any person to occupy and use space within the Premises for any passive recreational service necessary, incidental or desirable to the operation for park purposes upon such terms and conditions as may be prescribed by the Park District, provided, however, that all such services will be operated on a not-for-profit basis. In the event that this Agreement should be terminated prior to end of the Term, any permission, authority or license granted by the Park District to use or occupy the Premises shall immediately cease.

10. Termination. Either Party may terminate this Agreement only for cause. Termination for cause shall be by written notice ("Termination Notice") from the terminating Party, delivered to the allegedly defaulting Party at least ninety (90) days prior to the proposed termination date ("Termination Date"). The allegedly defaulting Party shall have ninety (90) days from receipt of the Termination Notice within which to cure the alleged default. At any time following an event of default, and failure by the Park District to timely cure the default, the City shall, at its option, have the immediate right to re-enter the Premises, with or without legal process, and without terminating this Agreement. Should the City elect to re-enter, it may take such steps as it deems necessary to secure the Premises and to exclude the Park District and its agents and employees therefrom. Any one or more of the following occurrences shall constitute an event of default under this Agreement by the Park District and cause for termination:

10.1. The bankruptcy or insolvency of the Park District or the filing of any debtor proceedings, including petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of the Park District or the making of assignment for the benefit of creditors, or the petitioning or entering into an arrangement by the Park District for debt relief against its creditors;

10.2. The taking by any party of this Agreement or any rights thereunder by writ of execution or similar process;

10.3. The failure of the Park District to keep or perform any of the terms, conditions or covenants of this Agreement agreed to be observed or performed by the Park District which are not cured as provided in this Section.

11. Actions Required Upon Expiration or Termination of Lease Term. At the expiration of the Park District's right to possession of the Premises whether expiration of the term of this Agreement, abandonment of the Premises by the Park District or as a consequence of the occurrence of an event of default, the Park District shall surrender the Premises to the City, including all improvements, in good condition and order, ordinary wear and tear and damage by insured casualty excepted, and shall turn over to the City all keys for the Premises and shall inform the City of all combinations on locks, safes and vaults, if any, in the Premises. The Park District shall, at its expense, remove all its trade fixtures, furniture and signs before surrendering the Premises and shall repair any damage to the Premises caused thereby. The Park District will return the Premises to the City in as good a condition as at the date of this Agreement, reasonable wear and tear excepted. The provisions of this Section 11 shall survive the expiration or termination of this Agreement.

12. Waiver of Default. The waiver by a Party of the breach of any term, covenant or condition herein contained, or the doing of any matter or payment of any sum by another Party not required of it by the terms hereof shall not be deemed to be a waiver or amendment of that term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein. No covenant, term or condition of this Agreement shall be deemed to have been waived by a Party, unless such waiver is in writing and signed by such Party.

13. Remedies Cumulative. All remedies provided to a Party under this Agreement are intended to be cumulative, and any one or more may be exercised by a Party at its option. The exercise by a Party of any remedy reserved to it under this Agreement or provided by law is not intended to be exclusive of any other available remedy or remedies; but each and every such remedy shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute notices

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

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

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

A notice shall be deemed to have been served: (i) upon the date of receipt if served by personal delivery or by commercial overnight courier service; (ii) upon the date of transmission of service by ~~facsimile or~~ electronic mail transmission, provided that the transmission is completed by 5:00 p.m., or if not completed by 5:00 p.m., on the next business day; or (iii) upon the second (2nd) business day following deposit with the U.S. Post Office and served by certified mail. The Parties may change the address or the addressee, or both, for all future notices provided a notice of a change of addressee or address is provided to the other Party pursuant to this section.

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

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

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

15.3. In all solicitations or advertisements for employees placed by the Park District or the City or on the Park District's or the City's behalf, the Park District and the City will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or

ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service.

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

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

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

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

16. Non-Segregated Facilities. The Park District and the City will not maintain or provide for their employees any segregated facilities at any of their establishments and not permit their employees to perform their services at any location, under their control, where "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin because of habit, local custom or otherwise. The Park District and

the City shall (except where they have obtained identical certifications from proposed subcontractors and material suppliers for specific time periods) obtain certifications in compliance with this subparagraph from proposed subcontractors or material suppliers prior to the award of a subcontract or the consummation of material supply agreements exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity Clause, and the Park District and the City will retain such certifications in its files.

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

18. Record Retention. The Park District and the City shall maintain their respective records relating to the performance of the Agreement in compliance with the requirements of the Local Records Act (50 ILCS 205/1 *et seq.*) and the Freedom of Information Act (5 ILCS 140/1 *et seq.*) until written approval for the disposal of such records is obtained from the Local Records Commission. All books and records required to be maintained by the Park District or the City shall be available for review by the other. The Park District and the City shall cooperate with each other (a) with any request for public records made pursuant to the Freedom of Information Act (5 ILCS 140/1 *et seq.*), (b) with any request for public records made pursuant to any audit, and (c) by providing full access to and copying of all relevant books and records within a time period which allows the Park District or the City to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*). Failure by the Park District or the City to maintain the books, records and supporting documents required by this section or the failure by the Park District or the City to provide full access to and copying of all relevant books and records within a time period which allows the Park District or the City to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*) shall establish a presumption in favor of the Party served with the Freedom of Information Act request for the recovery of any funds paid by that Party under this Agreement or for the recovery for any penalties or attorney's fees imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*). The obligations imposed by this section shall survive final payment and the termination of the other obligations imposed by this Agreement.

19. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to lease of the Premises, and the other matters stated in this Agreement; and this Agreement supersedes every prior agreement and negotiation between the Parties, whether written or oral, relating to the subject matter of this Agreement.

20. Amendment. No amendment or modification to this Agreement will be effective unless and until it is reduced to writing and approved and executed by all Parties in accordance with all applicable statutory procedures.

21. Utilities. The Park District shall pay or cause to be paid all charges for gas, fuel, electricity, sewer, water, heat, power and other utilities, telephone or other communication service used by, rendered or supplied to, the Premises from and after the Effective Date and thereafter through the last day of the Lease term. The Park District shall indemnify and save the City harmless against any and all, expenses, liability and damages on account of such charges. The Park District shall, at its sole cost and expense, procure any and all necessary permits, licenses or other

authorizations required for the lawful and proper installation and maintenance upon the Premises of wires, pipes, conduits, tubes, meters and other equipment and appliances for use in supplying any such services and facilities to and upon the Premises.

22. Taxes and Assessments. The Premises are currently exempt from general real estate taxes. The City shall continue to include the Premises on its annual report to DuPage County of those properties owned by the City that are used for public purposes and, therefore, exempt from property taxes.

23. No Liens. The Park District shall not allow any liens, mortgages or other encumbrances to be recorded against the Premises during the Term.

24. Binding Authority. The individuals executing this Agreement on behalf of the Park District and the City represent that they have the legal power, right and actual authority to bind their respective Parties to the terms and conditions of this Agreement.

25. Headings and Titles. The headings or titles of any provisions of this Agreement are for convenience or reference only and are not to be considered in construing this Agreement.

26. Counterparts. This Agreement may be executed in counterparts, each of which shall be considered an original and together shall be one and the same Agreement. A facsimile or pdf/email copy of this Agreement and any signatures thereon will be considered for all purposes as an original.

27. Recording. Upon execution of this Agreement, either Party shall have the right to record this Agreement or a memorandum thereof.

28. Effective Date. The Effective Date of this Agreement shall be the date first set forth above. The Parties agree that the original 1975 Agreement as amended will be in full force and effect until May 25, 2040.

[THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.

THE SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by their duly authorized representatives.

CITY OF OAKBROOK TERRACE

OAKBROOK TERRACE PARK DISTRICT

By: _____
Paul Esposito, Mayor of the City of
Oakbrook Terrace

By: _____
Roger Sweitzer, President of the
Oakbrook Terrace Community Park
District

Attest:

Attest:

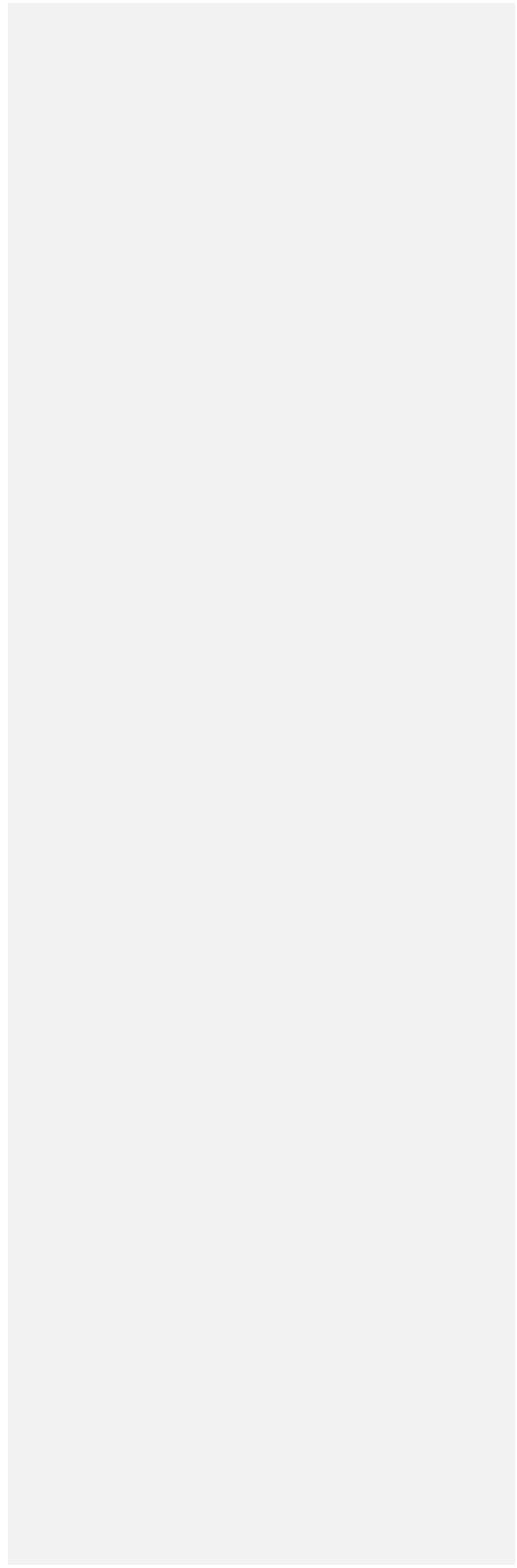


EXHIBIT "A"
LEGAL DESCRIPTION OF THE PREMISES
CONCURRENT EASEMENT
PROPERTY TO BE LEASED BY THE PARK DISTRICT

Property to be Leased:

That part of the area designated as "PUBLIC PARK" on the plat of Town Development Company's Elmhurst Countryside Unit Number Four, being a subdivision in the Southeast 1/4 of Section 22, Township 39 North, Range 11 East of the Third Principal Meridian, bounded and described as follows: Beginning at the South west corner of Lot 5 in Block 5 in said subdivision; thence West 591.55 feet along the North line of 22nd Street to the Southeast corner of Lot 12 in Block 6 in said Subdivision; thence North 260 feet to the Northeast corner of said Lot 12; thence Northwesterly 362.87 feet to the Northeast corner of Lot 10 in said Block 6; thence Northeasterly 532.71 feet along the Southerly line of a 60 foot wide strip of land designated as "PUBLIC PARK" on said plat, to a bend in said Southerly line; thence Northeasterly 150.70 feet along the Easterly line of said 60 foot strip to the Southwest corner of Lot 1 in said Block 5; thence East 163.25 feet to the Northwest corner of said Lot 5 in Block 5; thence South 925.7 feet to the herein designated point of beginning; excepting from the above the South 200.00 feet thereof, measured at right angles; all in DuPage County, Illinois.

That part of a 60 foot wide strip of land designated as "PUBLIC PARK" on the plat of Town Development Company's Elmhurst Countryside Unit Number Four, being a subdivision in the Southeast 1/4 of Section 22, Township 39 North, Range 11 East of the Third Principal Meridian, bounded and described as follows: beginning at the Northeast corner of Lot 10 in Block 6 in said subdivision; thence Northeasterly 532.71 feet along the Southerly line of said strip of land to a bend in said Southerly line; thence Northeasterly 374.80 feet along the Easterly line of said strip of land to the Southerly line of Hodges Road; thence Northwesterly 60.83 feet along said Southerly line of Hodges Road to the Westerly line of said strip of land; thence Southwesterly 352.29 feet along said Westerly line to a bend in said Westerly line; thence Southwesterly 495.36 feet along the Northerly line of said strip of land to the Northerly extension of the Easterly line said Lot 10 in Block 6; thence Southerly 60.15 feet to the herein designated point of beginning; all in DuPage County, Illinois.

That part of the area designated as "PUBLIC PARK" on the plat of Town Development Company's Elmhurst Countryside Unit Number Four, being a subdivision in the Southeast 1/4 of Section 22, Township 39 North, Range 11 East of the Third Principal Meridian, bounded and described as follows: beginning at the Northeast corner of Lot 15 in Block 4 in said subdivision; thence Southeasterly 15.35 feet along the Southerly line of Hodges Road to the Westerly line of a 60 foot wide strip of land designated as "PUBLIC PARK" on said plat; thence Southwesterly 352.29 feet along said Westerly line to a bend in said Westerly line; thence Southwesterly 250.31 feet along the Northerly line of said strip of land to a bend point in the Southeasterly line of Lot 10 in Block 4 in said subdivision; thence Northeasterly 528.32 feet to the herein designated point of beginning; all in DuPage County, Illinois.

Concurrent Easement:

That part of the area designated as "PUBLIC PARK" on the plat of Town Development Company's Elmhurst Countryside Unit Number Four, being a subdivision in the Southeast 1/4 of Section 22, Township 39 North, Range 11 East of the Third Principal Meridian, described as follows: the East 10 feet of said Public Park area lying West of and adjoining Lot 5 in Block 5 in said subdivision, the North 10 feet of said Public Park area lying South of and adjoining Lots 1 and 2 and the Westerly extension of the South line of said Lot 1 to a line 10 feet Westerly of and parallel with the Westerly line of said Lot 1 in said Block 5, and the Easterly 10 feet of said Public Park area lying Southerly of Hodges Road and lying Westerly of and adjoining said Lot 1 in Block 5, all in DuPage County, Illinois.



Interdepartmental Memo

To: Tanya Walker, City Administrator
From: Casey Calvello, Chief of Police
Re: Vehicles
Date: June 2, 2026

The Police Department must maintain a well-running fleet of vehicles. This includes marked and unmarked emergency vehicles. Therefore, the Police Department is requesting approval to purchase and upfit the two vehicles approved by the Oakbrook Terrace City Council in the FY 2027 budget.

The Police Department has historically replaced two Patrol Division vehicles in its fleet per year. This year, it has been recommended by the City's Fleet Manager to add two new squads.

The breakdown of the costs includes the following:

Two (2) Ford Interceptors (\$51,634 each).....	\$103,268
Lights, siren and equipment for the two new squads.....	\$32,720
Graphics for the two new squads.....	\$1,360
Equipment for the two new squads.....	\$42,884
Total.....	\$180,232

RECOMMENDATION

Staff recommend approval for the purchase.



**2026 Ford Utility
Interceptor Contract #204**

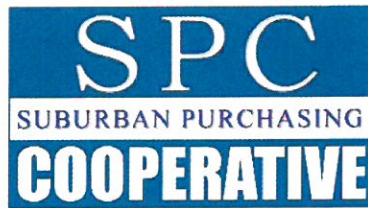
\$44,954.00



Currie Motors Fleet

Nice People to do Business With!

3.0L Motor Order
Cut-Off 01/13/26



2026 Ford Utility Interceptor

\$44,954.00

Standard Features

MECHANICAL ●3.3L V-6 TI-VCT Motor Gasoline –Standard ●AWD Drivetrain Transmission – 10-speed automatic, police calibrated ●Brakes – Police calibrated high-performance ●4- Wheel heavy-duty disc w/heavy-duty front and rear calipers

●Brake Rotors – large mass for high thermal capacity and calipers with large swept area. ●Electric Power-Assist Steering (EPAS) – Heavy-Duty ●DC/DC converter – 220-Amp ●Cooling System – Heavy-duty, Engine oil cooler and transmission oil cooler ●Engine Idle Hour Meter ●Powertrain mounts – Heavy-Duty ●Class III Trailer Hitch Receiver and (2) recovery hooks ● Class III Trailer Tow Lighting Package ●Wheels— Heavy-duty steel, vented with center cap— Full size spare tire w/TPMS ●50-State Emissions System ● H8 AGM Battery ● **Engine Idle Control** ●Manual Police Pursuit Mode

EXTERIOR ●Antenna, Roof-mounted ●Cladding – Lower body-side cladding ●Door Handles – Black

● Exhaust, True Dual ● **Daytime Running Lamps – Configurable ON/OFF through instrument cluster** ●Door-Lock Cylinders (Front Driver / Passenger / Lift-gate) ●Glass – 2nd Row, Rear Quarter and Lift-gate Privacy Glass ●Grille – Black ●Headlamps – Automatic, LED Low-and-High-Beam ●Lift-gate – Manual 1-Piece – Fixed Glass w/Door-Lock Cylinder●Mirrors – **Black Caps Power Electric Remote Heated Manual Folding with Integrated Spotter** ●Spare – Full size 18” Tire w/TPMS ●Spoiler – Painted Black● Lift-gate Handle ●Tail lamps – LED ●Tires – 255/60R18 A/S BSW ●Wheel-Lip Molding – Black ●Wheels – 18” x 8.0 painted black steel with polished stainless steel hub cover ●Windshield – Acoustic Laminated ●**Rear Tail Light Housing**

INTERIOR/COMFORT ●Cargo Hooks in cargo area ●Climate Control – Dual-Zone Electronic Automatic Temperature Control ●Door-Locks— Power ● Fixed Pedals (Driver Dead Pedal)● Floor – Heavy-Duty Thermoplastic Elastomer

●Glove Box – Locking/non-illuminated ●Grab Handles ●Heated Sanitization Solution ●**Lift gate Release Switch located in overhead console (45 second timeout feature)**●Lighting— Overhead Console— Red/White Task Lighting in Overhead Console— 3rd row overhead map light ●Mirror – Day/night Rear View

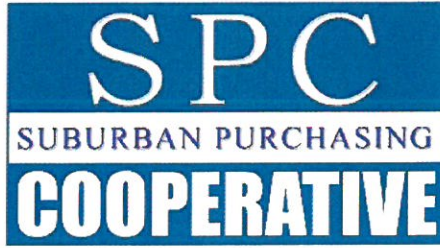
●Particulate Air Filter● Power points – (1) First Row ●Rear-door closeout panels ●Rear-window Defrost ●Scuff Plates – Front & Rear ●Seats— 1st Row Police Grade Cloth Trim, Dual Front Buckets with reduced bolsters — 1st Row – Driver 6-way lower track (fore/aft. Up/down, tilt with manual recline, 2-way manual lumbar) — 1st Row – passenger 2-way manual track (fore/aft. with manual recline) — Built-in steel intrusion plates in both driver/passenger seatbacks — 2nd Row Vinyl, 35/30/35 Split Bench Seat (manual fold-flat, no tumble) ●Speed (Cruise) Control ●Speedometer –

Calibrated (includes digital readout) •Steering Wheel – Manual / Tilt / Telescoping, Speed Controls and 4 user – configurable latching switches Sun visors, color-keyed, non-illuminated •Universal Top Tray – Center of I/P for mounting aftermarket equipment •Windows, Power, 1-touch Up/Down Front Driver/Passenger-Side with disable feature • **Power Passenger Seat • Courtesy Lights Disabled • Rear Dome Light •Aux. Rear A/C**

SAFETY/SECURITY •Advance Trac® w/RSC® •Airbags, dual-stage driver & front-passenger, side seat, passenger-side knee, Roll Curtain Airbags and Safety Canopy®•Anti-Lock Brakes (ABS) with Traction Control • Brakes – Police calibrated high-performance regenerative braking system •Belt-Minder® (Front Driver / Passenger)•Child-Safety Locks •Individual Tire Pressure Monitoring System (TPMS)•LATCH (Lower Anchors and Tethers for Children) system on rear outboard seat locations •**Rearview Camera viewable on 8"Center Stack** • Seat Belts, Pretensioner /Energy-Management System w/adjustable height in 1st Row •SOS Post-Crash Alert System™• Perimeter Alert • **Remote Keyless Fob •BLIS •Cross Traffic Brake Assist •Pre-Collision Mitigation System •Reverse Sensing System**

Police Up-fit Friendly •Consistent 11-inch space between driver and passenger seats for aftermarket consoles (9-inch center console mounting plate)•Console mounting plate •Dash pass-thru opening for aftermarket wiring •Headliner- easy to service •Two (2) 50 amp battery ground circuits – power distribution junction block (repositioned behind 2nd row seat floorboard). • **Grill Wiring •100 Watt siren/Speaker Prep Kit**

Functional •Audio— AM/FM / MP3 Capable / Clock / 4-speakers— SYNC® interface — Includes hands-free voice command support — USB Port — (1) — 8" Color LCD Screen Center- Stack "Smart Display"• Easy Fuel® Capless Fuel-Filler •Fleet Telematics Modem to support Ford Pro™ Telematics •Front door tether straps (driver/passenger)•Power pigtail harness •Simple Fleet Key; 4-keys•Two-way radio pre-wire •Two (2) 50 amp battery power circuits – power distribution junction block (behind 2nd row passenger seat floorboard)•Wipers – Front Speed- Sensitive Intermittent; Rear Dual Speed Wiper •Up fitter Interface System •PAITRO output tied to lift gate release switch •3 Year 36,000 Mile Warranty-5 Year 100,000 mile Powertrain Warranty •**Delivery under 75 miles**



Models

<input type="checkbox"/>	K8A	2026 Utility Interceptor- 3.3L V-6 TI-VCT Motor	44,954.00
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/>			

OPTIONS-Mechanical/Functional

<input type="checkbox"/>	99W-3.3L V-6 Direct Injected Hybrid System	2661.00
<input type="checkbox"/>	99C-3.0L Eco boost- NA w/ 65U	2,679.00
<input checked="" type="checkbox"/>	76D-Deflector Plate (engine and transmission shield)	320.00
<input type="checkbox"/>	41H-Block Heater	179.00
<input type="checkbox"/>	18X-100 Watt Siren Speaker (includes bracket and pig tail)	329.00
<input checked="" type="checkbox"/>	60R-Noise Suppression	94.00
<input type="checkbox"/>	67U-Ultimate Wiring Kit	602.00
<input type="checkbox"/>	67V-Connector Kit	188.00
<input type="checkbox"/>	85D-Front Console Mounting Plate Delete (NA with 67H, 67U, 85R)	NC
<input type="checkbox"/>	85R-Rear Mounting Plate (NA with 65U, 85D)	56.00
<input checked="" type="checkbox"/>	67H Ready For the Road Package-OEM Lighting and Wiring Package	3,807.00
<input type="checkbox"/>	18D-Global Lock/Unlock- Deletes 45 second Lift Gate Lock Release	N/C

Options-Exterior

<input type="checkbox"/>	16P Rear Bumper Step Pad	94.00
<input type="checkbox"/>	65L 18" Wheel Covers	65.00
<input checked="" type="checkbox"/>	Keyed Alike CODE <u>0576X</u>	47.00
<input type="checkbox"/>	942-Daytime Running Light-Cannot be Reprogrammed	47.00
<input checked="" type="checkbox"/>	68G- Rear Door Locks Inoperable	N/C
<input type="checkbox"/>	52P-Hidden Door Lock Plunger Includes 68G	150.00
<input checked="" type="checkbox"/>	43A-Rear Auxiliary Lights	376.00
<input type="checkbox"/>	96T-Rear Spoiler Traffic Light-Compatible with Interior Upgrade Package	1,410.00
<input type="checkbox"/>	51P-Drivers Side Spot Light Prep	132.00
<input type="checkbox"/>	51S-Dual Spot Lights-Unity	743.00
<input checked="" type="checkbox"/>	51T-Drivers Spot Light-Whelen	394.00
<input type="checkbox"/>	51V-Dual Spot Lights-Whelen	828.00
<input type="checkbox"/>	51W-Dual Spot Prep	282.00
<input type="checkbox"/>	51R-Drivers Side Unity Spot Light- PLEASE SELECT IF DESIRED	N/C
<input checked="" type="checkbox"/>	63B-Side Marker Lights	461.00
<input checked="" type="checkbox"/>	63L-Quarter Glass Lights	546.00
<input type="checkbox"/>	66A-Front Headlamp Package	846.00
<input type="checkbox"/>	66B-Tail Lamp Package	405.00
<input checked="" type="checkbox"/>	66C-Rear Light Package	432.00
<input type="checkbox"/>	16D-Badge Delete	N/C
<input type="checkbox"/>	21L Front Auxiliary Light	546.00

Options-Interior

<input type="checkbox"/>	47E 12.1" Integrated Computer Screen	3,478.00
<input type="checkbox"/>	63V Cargo Vault (Lockable Small Compartment)	253.00
<input type="checkbox"/>	65U Interior Upgrade Package-Includes Civilian-Style Console /Carpet- NA w/99C	573.00
<input type="checkbox"/>	92R Solar Tint 2 nd Row (Deletes Privacy Glass)	85.00
<input type="checkbox"/>	92G Solar Tint 2 nd Row and Cargo Area (Deletes Privacy Glass)	112.00
<input checked="" type="checkbox"/>	87M 4" Rear Camera (1/4 size Picture in Picture in Upper Left Quadrant of Display)	N/C
<input type="checkbox"/>		

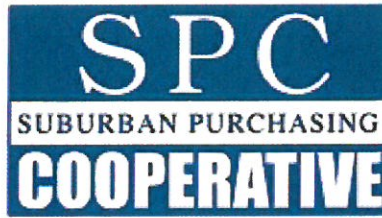
<input type="checkbox"/>	16C Carpet Floor Covering	141.00
<input type="checkbox"/>	FW Ebony Cloth Seating	65.00
<input type="checkbox"/>	90D Ballistic Door Panels (Level III +)-Driver Front Door Only	1495.00
<input type="checkbox"/>	90E Ballistic Door Panels (Level III+)- Driver and Passenger Front Doors Only	2979.00
<input type="checkbox"/>	90F Ballistic Door Panels (Level IV+)- Driver Front Door Only	2274.00
<input type="checkbox"/>	90G Ballistic Door Panels (Level IV +)- Driver and Passenger Front Doors Only	4541.00

Exterior Colors

<input type="checkbox"/>	E4-Vermillion Red	
<input type="checkbox"/>	YZ-Oxford White	
<input type="checkbox"/>	LK-Dark Blue	
<input type="checkbox"/>	LM-Royal Blue	
<input type="checkbox"/>	M7-Carbonized Gray	
<input type="checkbox"/>	TN-Silver Grey Metallic-Replaces Silver	
<input type="checkbox"/>	UJ-Sterling Gray	
<input checked="" type="checkbox"/>	UM-Agate Black	
<input type="checkbox"/>	F1-Police Green	

Miscellaneous Options

<input type="checkbox"/>	4-Corner LED Amber Strobes	1,595.00
<input type="checkbox"/>	Rustproofing (Does Not Include Undercoating)	395.00
<input type="checkbox"/>	Delivery Over 75 Miles	250.00
<input checked="" type="checkbox"/>	Certificate of Origin (Customer to Complete Licensing)	N/C
<input checked="" type="checkbox"/>	License and Title- Municipal Municipal Police	203.00
<input type="checkbox"/>	Passenger Title and Plates	351.00



Title Name: City of Oakbrook Terrace

Title Address: 17W275 Butterfield Rd

Title City: Oakbrook Terrace

Title Zip Code: 60181

License Plate Desired: MP

Contact Name: Detective Sergeant Bryant

Phone Number: 630-941-8320

PO Number: _____

FIN Code: _____

Tax Exempt Number: _____

Total Dollar Amount: \$51,634.00

Delivery Address: 17W261 Butterfield Rd

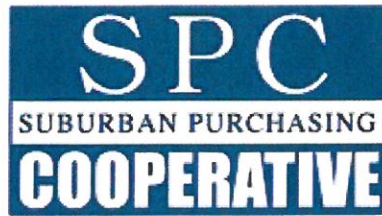
Oakbrook Terrace, IL 6081

Additional Information / Notes:

PO Number will be provided upon request after 05/01/2026

Authorized Signature: *J. Bryant #27*

Date: 04/10/26



IMPORTANT ORDERING INFORMATION

Orders require a signed original Purchase Order and Tax-Exempt Letter.

Stock Units Available

Submit documents to:

Currie Motors Commercial Center

10125 W Laraway

Frankfort, IL 60423

Main Phone: (815)464-9200

Contacts:

Tom Sullivan

Email: tsullivan@curriemotors.com

Phone: (815) 464-9200

Nic Cortellini

Email: ncortellini@curriemotors.com

Phone: (815) 464-9200

Note: Production is based upon plant scheduling and commodity restrictions and is subject to cancellation.

Payment is due at the time of delivery.



Midwest911, Inc
 503 South Weber Road
 Suite 228
 Bolingbrook, IL 60490
 (800) 858-0083
 sales@midwest911.com
 midwest911.com

Estimate #1327
 Created: 01/02/2026 at 12:53PM
 Payment Term: Net 30
 Service Writer: Fernando Arrozal

Oakbrook Terrace Police Department
 17 Butterfield Road
 Oakbrook Terrace, IL 60181
 Mobile: (630) 470-8297
 jbryant@oakbrookterrace.net

Upfitting: 2026 Ford PIU / Marked Patrol Unit			
Description			Subtotal
1 Shop Tech Labor / EVT 2			\$4,750.00
		Shop Supplies: \$425.00	Total: \$5,175.00

Emergency Lighting & Equipment Installed			
Customer will supply; AXON Fleet 3 System, Computer Dock and Zebra Printer			
Description	Price	QTY	Subtotal
1 Whelen - Legacy Core System, Includes; - 54" Legacy Lightbar, (Red/White - Blue/White FRONT, Red/Amber - Blue/Amber REAR) - C399 Cencom Core Siren - C399K Core OBD Link - CCTL6 Siren Contoller Keypad - SA315u Siren Speaker w/ Veh. Specific Bracket	\$4,250.00	1	\$4,250.00
2 Havis - 2020-2025 FPIU Ultra Low Profile, Angled Console - 15" in forward 14-Degree Angled Section - 8" in rear Horizontal Section - Includes all necessary filler plates to fully enclose console	\$693.16	1	\$693.16
3 Havis - Self Adjusting Cup Holder	\$55.00	1	\$55.00
4 Havis - Top Mount Arm Rest	\$151.50	1	\$151.50
5 Havis - Console Side Mount, Computer Mount	\$185.00	1	\$185.00
6 Havis - Computer Swing Arm Assembly	\$295.00	1	\$295.00
			Total: \$5,629.66

Prisoner Transport Partition & Push Bumper			
Description	Price	QTY	Subtotal
1 Setina - 10XL Front Partition	\$1,030.00	1	\$1,030.00
2 Setina - 12VS Rear Cargo Barrier	\$605.00	1	\$605.00
3 Setina - Prisoner Transport Seating (KIT)	\$1,055.00	1	\$1,055.00
4 Setina - Rear Window Bars (SET)/(Vertical)	\$315.00	1	\$315.00
5 Setina - PB450 Push Bumper (Whelen) - (2) Front Facing Light Cutout - (2) 1 on Each Side, Facing Light Cutout	\$595.00	1	\$595.00
6 Whelen - ION Linear Light (Red/Blue/White) - (4) Installed in Push Bumper	\$165.00	6	\$990.00



Midwest911, Inc
 503 South Weber Road
 Suite 228
 Bolingbrook, IL 60490
 (800) 858-0083
 sales@midwest911.com
 midwest911.com

Estimate #1327
 Created: 01/02/2026 at 12:53PM
 Payment Term: Net 30
 Service Writer: Fernando Arrozal

Prisoner Transport Partition & Push Bumper	
- (2) For Side Window Bars (1 Each Side)	
Total: \$4,590.00	

LOFT, Electronics Tray			
Description	Price	QTY	Subtotal
1 Loft - Electronics Tray - 20+ Ford PIU, Electronics Tray Only	\$965.00	1	\$965.00
			Total: \$965.00

**** PLEASE NOTE NEW PAYMENT TERMS ****

- GOVERNMENT ORDERS: Invoices \$1500 or below require payment on vehicle pickup
- GOVERNMENT ORDERS: 1.0% Service Charge if not paid in full within 30 days
- GOVERNMENT ORDERS: 50 ILCS 505/1 - Local Government Prompt Payment Act
- ALL ORDERS: 14-Day Return Privilege with notification. Restocking fees may apply
- ALL ORDERS: Appropriate taxes will be collected
- ALL ORDERS: Returned checks are subject to a \$45.00 handling charge

Estimates provided are an approximation of timing and charges to you for the services requested. They are based on the anticipated work to be done. It is possible for unexpected complications to cause some deviation from the original quote. You hereby authorize the work described in this estimate to be done along with the procurement of the necessary parts and material(s). All parts are new unless specified otherwise.

Deposits are non-refundable.

No returns or refunds on special ordered items. There is no warranty for used/refurb parts or customer supplied parts. We are not responsible for any delays caused by unavailability of parts or delays in delivery of parts by the supplier or transporter. We will keep you informed and only perform any work authorized by you.

Federal Government Contract Information:
 SAM Unique Entity ID# DS8KT27W4315, CAGE/NCAGE: 07T27 | D-U-N-S# 11-796-4011

Signature _____

Labor	\$4,750.00
Parts	\$11,184.66
Subtotal	\$15,934.66
Shop Supplies	\$425.00
EPA	\$0.00
Tax	\$0.00
Grand Total	\$16,359.66
Paid to Date	(\$0.00)
REMAINING BALANCE	\$16,359.66

ORDINANCE NO. 26 - __

AN ORDINANCE AUTHORIZING AND RATIFYING THE ISSUANCE OF PURCHASE ORDERS FOR THE PURCHASE OF TWO POLICE INTERCEPTORS 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, 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, two-thirds of the corporate authorities of the City holding office have determined that funds are available and that it is necessary, desirable and in the best interests of the City that the City purchase two (2) 2026 Ford Utility Interceptors through the Suburban Purchasing Cooperative operating to facilitate joint governmental purchases, from Currie Motors of Frankfort, Illinois, in the amount of Fifty-One Thousand Six Hundred Thirty-Four and 00/100 Dollars (\$51,634.00) each, constituting personal property necessary for the City to perform essential governmental functions;

WHEREAS, the price to be paid by the City of Fifty-One Thousand Six Hundred Thirty-Four and 00/100 Dollars (\$51,634.00) 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, two-thirds of the corporate authorities of the City holding office have determined that funds are available and that it is necessary, desirable and in the best interests of the City that the City purchase lights, siren and equipment for the two (2) 2026 Ford Utility Interceptors from Midwest911, Inc. of Bolingbrook, Illinois, in the amount of Sixteen Thousand Three Hundred Fifty-Nine and 66/100 Dollars (\$16,359.66) each, constituting personal property necessary for the City to perform essential governmental functions; 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 Currie Motors of Frankfort, Illinois, for two (2) 2026 Ford Utility Interceptors and to Midwest911, Inc. of Bolingbrook, Illinois, for lights, siren and equipment for the two (2) 2026 Ford Utility Interceptors for the City;

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

Section 1: 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, waive obtaining three written quotes directly from the vendors and authorize the issuance of purchase orders for two (2) 2026 Ford Utility Interceptors and for the lights, siren and equipment for the two (2) 2026 Ford Utility Interceptors constituting personal property necessary for the City to perform essential governmental functions from the vendors described herein.

Section 3: The City Administrator, on behalf of the City, shall be and is hereby authorized to issue purchase orders, or in the alternative, the action of the City Administrator is hereby ratified in executing and issuing purchase orders to the vendors described herein for the purchase of two (2) 2026 Ford Utility Interceptors in the amount of Fifty-One Thousand Six Hundred Thirty-Four and 00/100 Dollars (\$51,634.00) each, and for lights, siren and equipment for the two (2) 2026 Ford Utility Interceptors in the amount of Sixteen Thousand Three Hundred Fifty-Nine and 66/100 Dollars (\$16,359.66) each, for the City to perform essential governmental functions, copies of the Purchase Orders for which are attached hereto marked as Exhibit "A" and "B," respectively, 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.

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

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

ADOPTED this 23rd day of June 2026, pursuant to a roll call vote as follows:

AYES: _____

NAYES: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 23rd day of June 2026.

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

ATTESTED and filed in my office,
this 23rd day of June 2026.

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

Exhibit "A"
Purchase Order for Two (2) 2026 Police Utility Interceptors
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

Exhibit "A"

Purchase Order for Two (2) 2026 Police Utility Interceptors

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

Exhibit "A"

Purchase Order for Two (2) 2026 Police Utility Interceptors

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

Exhibit "A"

Purchase Order for Two (2) 2026 Police Utility Interceptors

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.

Exhibit "A"

Purchase Order for Two (2) 2026 Police Utility Interceptors

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.

Exhibit "A"

Purchase Order for Two (2) 2026 Police Utility Interceptors

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

Exhibit "A"

Purchase Order for Two (2) 2026 Police Utility Interceptors

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

Exhibit "A"

Purchase Order for Two (2) 2026 Police Utility Interceptors

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.

Exhibit "A"
Purchase Order for Two (2) Police Interceptors

City of Oakbrook Terrace

Purchase Order

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

Supplier Name Currie Motors Commercial Center		Order Date: June 23, 2026
Address 1	10125 West Laraway	Payment Terms:
Address 2		F.O.B. Point:
City, State	Frankfort, IL 60423	Freight Terms:
E Mail:	tsullivan@curremotors.com	Acct Code:
Phone:	(815) 412-3227	Tax Exempt No.:
Attn:	Tom Sullivan	

Ship To:

City of Oakbrook Terrace
 17W275 Butterfield Road
 Oakbrook Terrace, IL 60181-4041
 Phone: 630-941-8300
 Attn: Casey Calvello, Chief of Police

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	2	K8A	2026 Ford Utility Interceptor Standard Features MECHANICAL • 3.3L V-6 TI-VCT Motor Gasoline -Standard • AWD Drivetrain Transmission – 10•speed automatic, police calibrated • Brakes - Police calibrated high-performance • 4-Wheel heavy - duty disc w/heavy-duty front and rear calipers • Brake Rotors - large mass for high thermal capacity and calipers with large swept area. • Electric Power -Assist Steering (EPAS) - Heavy-Duty • DC/DC converter - 220-Amp • Cooling System - Heavy-duty, Engine oil cooler and transmission oil cooler • Engine Idle Hour Meter • Powertrain mounts - Heavy-Duty • Class III Trailer Hitch Receiver and (2) recovery hooks • Class III Trailer Tow Lighting Package • Wheels- Heavy-duty steel, vented with center cap - Full size spare tire w/TPMS • 50-State Emissions System • H8 AGM Battery • Engine Idle Control • Manual Police Pursuit Mode EXTERIOR • Antenna, Roof-mounted • Cladding- Lower body -side cladding • Door Handles- Black • Exhaust, True Dual • Daytime Running Lamps-Configurable ON/OFF through Instrument cluster • Door-Lock Cylinders (Front Driver/ Passenger/ Lift-gate) • Glass- 2nd Row, Rear Quarter and Lift-		\$44,954.00	\$89,908.00

Exhibit "A"
Purchase Order for Two (2) Police Interceptors

		<p>gate Privacy Glass • Grille- Black • Headlamps-Automatic, LED Low-and-High -Beam • Lift-gate-Manual 1-Piece - Fixed Glass w/Door-Lock Cylinder • Mirrors - Black Caps Power Electric Remote Heated Manual Folding with Integrated Spotter • Spare- Full size 18" Tire w/TPMS • Spoiler-Painted Black • Lift-gate Handle • Tail lamps-LED • Tires - 255/60R18 A/S BSW • Wheel -Lip Molding - Black • Wheels - 18" x 8.0 painted black steel with polished stainless steel hub cover • Windshield – Acoustic Laminated • Rear Tail Light Housing</p> <p>INTERIOR/COMFORT • Cargo Hooks in cargo area • Climate Control - Dual -Zone Electronic Automatic Temperature Control • Door-Locks-Power • Fixed Pedals (Driver Dead Pedal) • Floor - Heavy-Duty Thermo plastic Elastomer • Glove Box - Locking/non-illuminated • Grab Handles • Heated Sanitization Solution •Lift gate Release Switch located in overhead console (45 second timeout feature) • Lighting- Overhead Console- Red/White Task Lighting in Overhead Console - 3rd row overhead map light • Mirror-Day/night Rear View • Particulate Air Filter • Power points -(1) First Row • Rear-door closeout panels • Rear-window Defrost • Scuff Plates - Front & Rear • Seats- 1st Row Police Grade Cloth Trim, Dual Front Buckets with reduced bolsters - 1st Row- Driver 6- way lower track (fore/aft. Up/down, tilt with manual recline, 2- way manual lumbar) - 1st Row - passenger 2-way manual track (fore/aft. with manual recline) - Built -in steel intrusion plates in both driver/passenger seatbacks - 2nd Row Vinyl, 35/30/35 Split Bench Seat (manual fold-flat, no tumble) • Speed (Cruise) Control • Speedometer-Calibrated (includes digital readout) • Steering Wheel - Manual / Tilt / Telescoping, Speed Controls and 4 user configurable latching switches Sun visors, color -keyed, non-illuminated • Universal Top Tray- Center of I/P for mounting aftermarket equipment • Windows, Power, 1-touch Up/Down Front Driver/Passenger-Side with disable feature• Power Passenger Seat• Courtesy Lights Disabled • Rear Dome Light •Aux. Rear A/C</p> <p>SAFETY /SECURITY •Advance Trac® w/RSC • Airbags, dual -stage driver & front-passenger, side seat, passenger – side knee, Roll Curtain Airbags and Safety Canopy® • Anti- Lock Brakes (ABS) with Traction Control • Brakes – Police calibrated high-performance regenerative braking system • Belt - Minder® (Front Driver/ Passenger) •Child-Safety Locks • Individual Tire Pressure Monitoring System (TPMS)•LATCH (Lower Anchors and Tethers for Children) system on rear outboard seat locations • Rearview Camera viewable on 8" Center Stack• Seat Belts, Pretensioner /Energy Management System w/ adjustable height in 1st Row • SOS Post-Crash Alert System • Perimeter Alert • Remote Keyless Fob •BLIS •Cross Traffic Brake Assist •Pre-Collision Mitigation System •Reverse Sensing System Police Up-fit Friendly •Consistent 11 -inch space between driver and passenger seats for aftermarket consoles (9 -inch center console mounting plate) • Console mounting plate • Dash pass-thru opening for aftermarket wiring • Headliner- easy to service • Two (2) 50 amp battery ground circuits - power distribution junction block (repositioned behind 2nd row seat</p>			
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Exhibit "A"
Purchase Order for Two (2) Police Interceptors

			floorboard) • Grill Wiring • 100 Watt siren/Speaker Prep Kit Functional • Audio- AM/FM / MP3 Capable/ Clock/ 4-speakers- SYNC interface - Includes hands- free voice command support - USB Port - (1) - 8" Color LCD Screen Center- Stack "Smart Display" • Easy Fuel Capless Fuel-Filler • Fleet Telematics Modem to support Ford Pro "" Telematics • Front door tether straps (driver/passenger) • Power pigtail harness • Simple Fleet Key; 4-keys • Two-way radio pre-wire • Two (2) 50 amp battery power circuits - power distribution junction block (behind 2nd row passenger seat floorboard) • Wipers - Front Speed - Sensitive Intermittent; Rear Dual Speed Wiper • Up fitter Interface System • PAITRO output tied to lift gate release switch • 3 Year 36,000 Mile Warranty-5 Year 100,000 mile Powertrain Warranty • Delivery under 75 miles			
2	2	76D	Deflector Plate (engine and transmission shield)		\$320.00	\$640.00
3	2	60R	Noise Suppression		\$94.00	\$188.00
4	2	67H	Ready For the Road Package-OEM Lighting and Wiring Package		\$3,807.00	\$7,614.00
5	2		Keyed Alike CODE		\$47.00	\$94.00
6	2	68G	Rear Door Locks Inoperable		N/C	N/C
7	2	43A	Rear Auxiliary Lights		\$376.00	\$752.00
8	2	51T	Drivers Spot Light-Whelen		\$394.00	\$788.00
9	2	63B	Side Marker Lights		\$461.00	\$922.00
10	2	63 L	Quarter Glass Lights		\$546.00	\$1,092.00
11	2	66C	Rear Light Package		\$432.00	\$864.00
12	2	87M	4" Rear Camera (1/4 size Picture in Picture in Upper Left Quadrant of Display)		N/C	N/C
13	2	UM	Agate Black		\$0.00	\$0.00
14	2		Certificate of Origin (Customer to Complete Licensing)		N/C	N/C
15	2		License and Title - Municipal Police		\$203.00	\$406.00
			Grand Total		\$51,634.00	\$103,268.00

Purchase Order Comments

Authorized by:

Casey Calvello, Chief of Police

Approved by:

Tanya Walker, City Administrator

Exhibit "B"

Purchase Order for Lights, Siren and Equipment for Two (2) 2026 Ford Utility Interceptors

**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

Exhibit "B"

Purchase Order for Lights, Siren and Equipment for Two (2) 2026 Ford Utility Interceptors

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

Exhibit "B"

Purchase Order for Lights, Siren and Equipment for Two (2) 2026 Ford Utility Interceptors

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

Exhibit "B"

Purchase Order for Lights, Siren and Equipment for Two (2) 2026 Ford Utility Interceptors

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.

Exhibit "B"

Purchase Order for Lights, Siren and Equipment for Two (2) 2026 Ford Utility Interceptors

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.

Exhibit "B"

Purchase Order for Lights, Siren and Equipment for Two (2) 2026 Ford Utility Interceptors

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

Exhibit "B"

Purchase Order for Lights, Siren and Equipment for Two (2) 2026 Ford Utility Interceptors

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

Exhibit "B"

Purchase Order for Lights, Siren and Equipment for Two (2) 2026 Ford Utility Interceptors

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	Midwest911, Inc.	Order Date:	June 23, 2026
Address 1	503 South Weber Road	Payment Terms:	
Address 2	Suite 228	F.O.B. Point:	
City, State Zip	Bolingbrook, IL 60490	Freight Terms:	
E Mail:	sales@midwest911.com	Acct Code:	
Phone:	(800) 858-0083	Tax Exempt No.:	
Attn:	Louis Zaino		

Ship To:

City of Oakbrook Terrace
 17W275 Butterfield Road
 Oakbrook Terrace, IL 60181-4041
 Phone: 630-941-8300
 Attn: Casey Calvello, Chief of Police

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	2		Upfitting: 2026 Ford PIU / Marked Patrol Unit Shop Tech Labor / EVT 2		\$4,750.00	\$9,500.00
2	2		Shop Supplies		\$425.00	\$850.00
			Emergency Lighting & Equipment Installed Customer will supply; AXON Fleet 3 System, Computer Dock			
3	2		Whelen - Legacy Core System, Includes; - 54" Legacy Lightbar, (Red/White - Blue/White FRONT, Red/Amber - Blue/Amber REAR) - C399 Cencom Core Siren - C399K Core OBD Link - CCT6 Siren Controller Keypad - SA315u Siren Speaker w/ Veh. Specific Bracket		\$4,250.00	\$8,500.00
4	2		Havis - 2020-2025 FPIU Ultra Low Profile, Angled Console - 15" in forward 14-Degree Angled Section - 8" in rear Horizontal Section - Includes all necessary filler plates to fully enclose console		\$693.16	\$1,386.32
5	2		Havis - Self Adjusting Cup Holder		\$55.00	\$110.00
6	2		Havis - Top Mount Arm Rest		\$151.50	\$303.00
7	2		Havis - Console Side Mount, Computer Mount		\$185.00	\$370.00
8	2		Havis - Computer Swing Arm Assembly		\$295.00	\$590.00
			Prisoner Transport Partition & Push Bumper			
9	2		Setina - 10XL Front Partition		\$1,030.00	\$2,060.00
10	2		Setina - 12VS Rear Cargo Barrier		\$605.00	\$1,210.00
11	2		Setina - Prisoner Transport Seating (KIT)		\$1,055.00	\$2,110.00
12	2		Setina - Rear Window Bars (SET)/(Vertical)		\$315.00	\$630.00
13	2		Setina - PB450 Push Bumper (Whelen) - (2) Front Facing Light Cutout		\$595.00	\$1,190.00

			- (2) 1 on Each Side, Facing Light Cutout			
14	12		Whelen - ION Linear Light (Red/Blue/White) - (4) Installed in Push Bumper - (2) For Side Window Bars (1 Each Side)		\$165.00	\$1,980.00
			LOFT, Electronics Tray			
15	2		Loft - Electronics Tray - 20+ Ford PIU, Electronics Tray Only		<u>\$965.00</u>	<u>\$1,930.00</u>
			Grand Total		\$16,359.66	\$32,719.32

Purchase Order Comments

Authorized by:

_____ ,
Casey Calvello, Chief of Police

Approved by:

_____ ,
Tanya Walker, City Administrator



Interdepartmental Memo

To: Mayor and City Council
Tanya Walker, City Administrator

From: Melissa Headley, AICP
Director of Community Development

Re: Letter of Recommendation
1S550 Route 83, Unit A
A special use for medical office and physical therapy office on the first floor of a building within the B-3 General Retail zoning district.
City Council Meeting: June 9, 2026

Date: June 4, 2026

REQUEST:

Mayor and City Council to direct the City Attorney to prepare an ordinance.

BACKGROUND:

A public hearing was held before the Planning and Zoning Commission on June 2, 2026, to consider a request by Legacy Physical Therapy and Wellness PLLC. The petitioner sought a special use to allow a medical office and physical therapy office on the first floor of a building within the B-3 General Retail zoning district at the property located at 1S550 Route 83. Legacy Physical Therapy and Wellness PLLC requested the following zoning relief:

1. In accordance with Section 156.024 (B) of the Zoning Ordinance a Special Use pursuant to Section 156.087 (C) (27) of the Zoning Ordinance for a medical office on the first floor of a building.
2. In accordance with Section 156.024 (B) of the Zoning Ordinance a Special Use pursuant to Section 156.087 (C) (31) of the Zoning Ordinance for physical therapy office on the first floor of a building.

The property is zoned B-3 General Retail. Under the zoning regulations, a special use permit is required for medical or physical therapy office located on the first floor of buildings in which medical uses occupy less than 25% of the total floor area. This strip center is a single-story building with one existing medical tenant, and the building is currently below the 25% medical-use threshold.

In February 2025, the City approved a special use for ETHR Labs in this center. If the current request is approved, the combined medical uses would exceed the 25% threshold. As a result, future medical tenants in this center would no longer require a special use permit, provided the existing medical tenants remain.

PETITIONER PRESENTATION:

Cowan & Emily Brown, Owners of Legacy Physical Therapy and Wellness PLLC, and Jeremy Glavanovits, Clinic Director presented an overview of the company, services offered, discussed zoning requirements, and answered questions from commissioners.

COMMISSIONER QUESTIONS & DISCUSSION:

Generally, the Commission was supportive of the request.

- Commissioner Cavalieri asked whether the petitioner planned to stay for the long-term or if this was a stepping stone to another location. He also asked whether this was a franchise, the target age range for patients and if they already had physician referrals for this location. Mr. Brown responded that they are very community oriented and hoped to stay for a long time in the future. This is not a franchise, it is family owned business. He noted that their patients range in age from 5 to 102. He also mentioned that they already have physician referrals for patients in this area.
- Commissioner Jackson stated that he has had physical therapy over the course of his life and is supportive of the industry. He noted that the reason we have the 25% threshold for non-retail uses in the B-3 is to preserve retail in that district. He inquired about how we address that. How will this business support the community? Tim Damis, Owner of Westbrook Plaza LLC responded that he understands the desire for retail. He would like to have a retail tenant in the center as well, but no retailer has signed a lease for those spaces. He noted that he has vacancy and a mortgage on the property. Having these spaces vacant, doesn't do anyone any good. He stated that Legacy Physical Therapy and Wellness is a successful business that would be good for the community and good for him. There are other vacancies in the center that could be filled with retail.

Commissioner Jackson noted that Yarbbirds probably didn't produce a lot of sales tax for the City. Mr. Damis responded that they had a lot of people look at their merchandise but didn't buy too many items due to their price point. Commissioner Jackson also mentioned that the audio tenant sells expensive merchandise and Mr. Damis noted that they are doing really well.

- Commissioner Donoval asked about the patients the mental health clinic would serve. How will the petitioner market for those services? Mrs.

Brown noted that her patients are mainly children, ADHD referrals from area schools. She stated that all her patients are out-patient. There will be no in-patient care.

- Commissioner Berkshire thanked the petitioners for their detailed presentation and stated that she respected their passion.
- Vice Chairperson Ventura complimented the petitioner on their presentation and appreciated the integrated model with physical therapy and mental health. She noted that the visibility along Route 83 and across the street from the mall would benefit the business. She further stated a sales tax generating business would be ideal, but the economy is different now and there are a lot of open storefronts. She felt this business would be a great addition to the community.
- Chairperson Freda stated that she appreciated the petitioner's thoroughness.
- Commissioner Cavalieri inquired whether we could continue to require any new medical tenants at the center to apply for a special use. Attorney Pacione noted that would require a text amendment and a separate public hearing.

PUBLIC COMMENT:

There were no other members of the audience that offered public comments.

COMMISSION RECOMMENDATION:

The Commission reviewed the petition and unanimously recommended approval of the requested special uses.

Chairperson
Patricia Freda

Vice Chairperson
Ann Ventura

Secretary
Sarah Cavazos



Commissioners
Nicole Berkshire
Fabio Cavalieri
Jan Donoval
Douglas Jackson
Chris Sala

To: Mayor and City Council
City of Oakbrook Terrace

From: Planning & Zoning Commission

Re: Determination & Recommendation Of The
Planning And Zoning Commission
1S550 Route 83, Unit A
A special use for medical office and physical therapy office in the B-3 General Retail
District.
Case #26-02

Date: June 3, 2026

Ladies and Gentlemen:

Due public notice having been published in the *Daily Herald* on May 14, 2026, and otherwise made by the Petitioner in conformity with requirements of Chapter 156 entitled “Zoning” of the Code of Oakbrook Terrace, Illinois, a public hearing was held on the Special Use Application on June 2, 2026, at 6:00 p.m. before the City of Oakbrook Terrace Planning and Zoning Commission, at which time the Planning and Zoning Commission reviewed all relevant staff reports, all required Special Use Application materials, took sworn testimony and accepted evidence pertaining to the Special Use Application for consideration of the requested special uses, and all persons who desired to be heard on the matter were heard.

Having duly considered the question of approval of a special use to permit a medical office and physical therapy office on the first floor of a building within the B-3 General Retail zoning district on the property commonly known as 1S550 Route 83, Unit A, Oakbrook Terrace, Illinois (the “Property”) and based on the evidence presented at the hearing, the Planning and Zoning Commission makes the following findings of fact pertaining to the requested special uses, which are summarized as follows:

1. The Property is located at 1S550 Route 83, Oakbrook Terrace, Illinois. Legacy Physical Therapy and Wellness PLLC is a proposed lessee of Westbrook Plaza LLC, the lessor and property owner of record of the Property;
2. The Property is located within the B-3 General Retail zoning district;
3. The special use is deemed necessary for the public convenience at the Property because there is a need for medical and physical therapy services in the area of the Property;

4. The special use will not be unreasonably detrimental to or endanger the public health, safety, morals, comfort or general welfare because adequate controls will be incorporated in the operations of the business to protect the public health, safety, morals, comfort or general welfare of the public;
5. The special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted or substantially diminish or impair property values within the neighborhood because the proposed improvements to the Property are compatible with the use and enjoyment of other property in the immediate vicinity for the purposes already permitted and are expected to enhance the property values within the neighborhood;
6. The special use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district because the area is currently fully developed and is expected to encourage the improvement of surrounding property for uses permitted in the district;
7. The special use will provide adequate utilities, access roads, drainage and other important and necessary community facilities because the proposed special use is currently served by adequate utilities, access roads, drainage and other important and necessary community facilities and will support the continued use and maintenance of those facilities;
8. The special use will conform to the applicable regulations of the district in which it is located, except as such regulations may be modified by this ordinance.

We, the Planning and Zoning Commission, therefore, determine that the following standards have been met and proved by the Petitioner pertaining to the requested special use:

1. The special use is deemed necessary for the public convenience at the Property;
2. The special use will not be unreasonably detrimental to or endanger the public health, safety, morals, comfort or general welfare;
3. The special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted or substantially diminish or impair property values within the neighborhood;
4. The special use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district;
5. The special use will provide adequate utilities, access roads, drainage and other important and necessary community facilities; and
6. The special use will conform to the applicable regulations of the district in which it is located, except as such regulations may be modified by this ordinance.

In accordance with the aforesaid laws and ordinances, we, the Planning and Zoning Commission, after making the foregoing findings of fact, recommend approval of a special use to permit a medical office and physical therapy office on the first floor of a building within the B-3 General Retail zoning district.

Respectfully,
Patricia Freda, Chairperson
Planning & Zoning Commission
City of Oakbrook Terrace