

ORDINANCE NO. 26 - 41

**AN ORDINANCE REAPPOINTING A CHIEF OF POLICE AND TO APPROVE AND  
AUTHORIZE THE EXECUTION OF AN EMPLOYMENT AGREEMENT FOR THE  
CITY OF OAKBROOK TERRACE, ILLINOIS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ADOPTED** this 27<sup>th</sup> day of January 2026, pursuant to a roll call vote as follows:

**AYES:** Barbari, Biskup, Greco, Petro, Rada, Sarilo

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**ABSTENTION:** \_\_\_\_\_

**APPROVED** by me this 27<sup>th</sup> day of January 2026.



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

ATTESTED and filed in my office,  
this 27<sup>th</sup> day of January 2026.

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

**EXHIBIT "A"**

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

**CERTIFICATE OF APPOINTMENT**

TO: Michael Shadley, City Clerk

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

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

A handwritten signature in dark ink, appearing to read 'Paul Esposito', is written over a horizontal line.

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

**EXHIBIT "B"**

**CITY OF OAKBROOK TERRACE, ILLINOIS**

**OATH OF OFFICE**

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

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

  
\_\_\_\_\_  
Casey Calvello

EXHIBIT "C"

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

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

TO ALL TO WHOM THESE PRESENTS SHALL COME:

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

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



[Seal]

A handwritten signature in black ink, appearing to read "Paul Esposito", is written over a horizontal line.

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

A handwritten signature in blue ink, appearing to read "Michael Shadley", is written over a horizontal line.

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

**EXHIBIT "D"**

**CERTIFICATION**

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

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

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

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

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

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

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

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

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

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

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

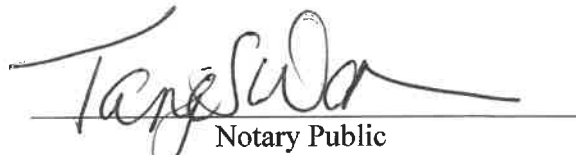
Dated: January 27, 2026

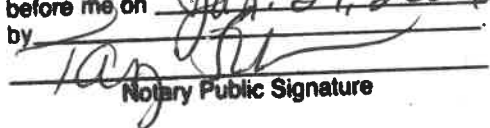
  
Casey Calvello

STATE OF ILLINOIS       )  
                                      ) ss.  
COUNTY OF DUPAGE     )

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

Dated: January 27, 2026

  
Notary Public

State of Illinois, County of Dupage  
This foregoing instrument was acknowledged  
before me on Jan. 27, 2026  
by Casey Calvello  
  
Notary Public Signature





**EMPLOYMENT AGREEMENT**

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

**WITNESSETH:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**4. Termination and Severance Pay.**

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

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

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

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

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

#### **6. Other Benefits.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to the Employee:

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

If to the City:

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

*with a copy to:*

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

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

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

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

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

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

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

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

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

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

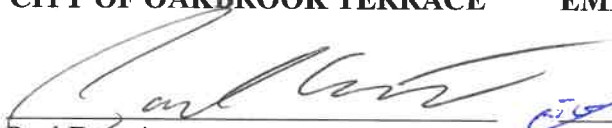
**25. Effective Date.** This Employment Agreement shall be effective on the date that the last signatory signs the Agreement. If any of the signatories to this Agreement shall fail to execute this Employment Agreement, it shall be null and void in its entirety.

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

**CITY: CITY OF OAKBROOK TERRACE**

**EMPLOYEE: CASEY CALVELLO**

By:

  
Paul Esposito, Mayor

  
Casey Calvello

**ATTEST:**

By:

  
Michael Shadley, City Clerk