

City of Oakbrook Terrace

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



City Council Meeting Agenda

Tuesday, June 25, 2024
7:00 PM

City Council Board Room

Oakbrook Terrace City Council

Mayor Paul Esposito

City Clerk Michael Shadley

Ward 1

Alderman Charlie Barbari

Alderman Joseph Beckwith

Ward 2

Alderman Frank Vlach

Alderman Dennis Greco

Ward 3

Alderman Bob Rada

Alderwoman Mary Fitzgerald

I. CALL TO ORDER

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE

IV. ADDITIONS OR DELETIONS TO THE AGENDA

V. APPROVAL OF MINUTES – CHANGES OR CORRECTIONS

1. Regular Meeting Minutes of June 11, 2024

VI. PUBLIC PARTICIPATION

VII. ACTION ITEMS/CONSENT AGENDA

1. Payment of City Bills: June 25, 2024, In the Amount Of \$178,849.95
2. Ordinance No. 24 - 23: An Ordinance Approving and Ratifying the Issuance of a Purchase Order for the Purchase of Six Panasonic Toughbook FZ-40 Computers for the City of Oakbrook Terrace

VIII. ITEMS REMOVED FROM THE CONSENT AGENDA

IX. RECESS TO THE COMMITTEE OF THE WHOLE

X. MAYOR ESPOSITO

XI. COMMITTEE OF THE WHOLE

1. Fee Waiver Request For Replacement Of Signs At Terrace View Park

XII. COUNCIL MEMBER COMMENTS

XIII. CITY ATTORNEY RAMELLO

XIV. CITY CLERK SHADLEY

XV. CITY ADMINISTRATOR RITZ

XVI. RECONVENE THE CITY COUNCIL MEETING

XVII. OLD BUSINESS

ADJOURN

Next Regular City Council meeting is July 9, 2024

Next Ordinance No. 24 - 24

Next Resolution No. 24 - 10

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.



**Memorandum for the Regular City Council Meeting and
Committee of the Whole for
Tuesday, June 25, 2024, at 7:00 PM**

REGULAR COUNCIL MEETING AGENDA

- I. CALL TO ORDER** – Mayor Esposito
- II. ROLL CALL** – City Clerk Shadley
- III. PLEDGE OF ALLEGIANCE**
- IV. ADDITIONS OR DELETIONS TO THE AGENDA**
- V. APPROVAL OF MINUTES - CHANGES OR CORRECTIONS**
 1. Regular Meeting Minutes of June 11, 2024
- VI. PUBLIC PARTICIPATION**
- VII. ACTION ITEMS/CONSENT AGENDA**
 1. Payment of City Bills: June 25, 2024, In the Amount Of \$178,849.95
 2. Ordinance No. 24 - 23: An Ordinance Approving and Ratifying the Issuance of a Purchase Order for the Purchase of Six Panasonic Toughbook FZ-40 Computers for the City of Oakbrook Terrace

The Mayor asks the City Council members if they would like to remove any item(s) from the Consent Agenda. The Mayor also asks the City Attorney if any items should be removed from the Consent Agenda by the Council because they are not ready or new information is available.

RECOMMENDED MOTION: I move to approve all the items contained on the consent agenda for June 25, 2024 (*as presented*) or (*as amended*). (Roll Call Vote, Mayor's Vote Not Called).

❖ **EXPLANATION OF ITEMS ON THE CONSENT AGENDA** (*For Council Only*)

- VIII. ITEMS REMOVED FROM THE CONSENT AGENDA**
- IX. RECESS TO THE COMMITTEE OF THE WHOLE**
- X. MAYOR ESPOSITO**

XI. COMMITTEE OF THE WHOLE CONSIDERATIONS

1. Fee Waiver Request For Replacement Of Signs At Terrace View Park

The Oakbrook Terrace Park District is requesting a waiver of the permit fees associated with replacing two park signs at Terrace View Park, which is located at 17W063 Hodges Road. The proposed signs are scheduled to be installed in late summer. One of the signs, located at the park entrance off Hodges Road, will read "Terrace View Park," while the other will be placed near the park and will read "Lake View Nature Center."

Oakbrook Terrace Park District Executive Director Shannon Elsey will be in attendance to answer questions.

Recommended Action: If the City Council approves, Mayor Esposito will inform Community Development of the fee waiver.

XII. COUNCIL MEMBER'S COMMENTS

During this portion of the meeting, the Council members can bring up items that are of concern to them in order that they can be placed on a future agenda for discussion.

XIII. CITY ATTORNEY RAMELLO

XIV. CITY CLERK SHADLEY

XV. CITY ADMINISTRATOR RITZ

XVI. RECONVENE THE CITY COUNCIL MEETING

XVII. OLD BUSINESS

ADJOURN

AGENDA ACTION

JUN 25 2024

City of Oakbrook Terrace

*City Hall
17W275 Butterfield Road
Oakbrook Terrace, IL 60181
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City Council Meeting Minutes

Tuesday, June 11, 2024
7:00 PM

City Council Board Room

Oakbrook Terrace City Council

Mayor Paul Esposito

City Clerk Michael Shadley

Ward 1

Alderman Charlie Barbari

Alderman Joseph Beckwith

Ward 2

Alderman Frank Vlach

Alderman Dennis Greco

Ward 3

Alderman Bob Rada

Alderwoman Mary Fitzgerald

I. CALL TO ORDER

Mayor Esposito called the June 11, 2024, Regular and Committee of the Whole Meeting of the City Council to order at 7:00 P.M.

II. ROLL CALL

Roll call indicated the following City Council members in attendance:

Present: Barbari, Beckwith, Fitzgerald, Greco, Rada, Vlach, and Mayor Esposito
Absent: None

Also in attendance: City Administrator J. Ritz, Assistant to the City Administrator A. Raffel, Community Development Director M. Headley, and City Attorney R. Ramello.

III. PLEDGE OF ALLEGIANCE

Mayor Esposito led everyone in the Pledge of Allegiance.

IV. ADDITIONS OR DELETIONS TO THE AGENDA

Alderman Greco asked for a motion to add to the agenda “Discussion of the MacArthur Drive Survey” in order to discuss this matter further in the Committee of the Whole.

Motion to add Discussion of the MacArthur Drive Survey was made by Alderman Rada and seconded by Alderman Beckwith. Roll call was taken:

Ayes: Barbari, Beckwith, Greco, Fitzgerald, Rada, and Vlach
Nays: None
Absent: None

Motion passed.

V. APPROVAL OF MINUTES – CHANGES OR CORRECTIONS

1. Regular Meeting Minutes of May 28, 2024.

Motion to approve the May 28, 2024, minutes of the Regular City Council and Committee of the Whole, as presented, was made by Alderwoman Fitzgerald and seconded by Alderman Greco. Roll call vote was taken:

Ayes: Barbari, Beckwith, Fitzgerald, Greco, Rada, and Vlach
Nays: None
Absent: None

Motion passed.

VI. PUBLIC PARTICIPATION

None

VII. ACTION ITEMS/CONSENT AGENDA

1. Payment of City Bills: June 11, 2024, In the Amount Of \$163,568.21
2. Treasurer’s Report: April 2024
3. Personnel & Payroll Report: April 2024
4. Treasurer's Report: May 2024
5. Personnel & Payroll Report: May 2024
6. Ordinance No. 24–21: An Ordinance Decreasing The Number of Class “E” Liquor Licenses By One (1), Pursuant To The Provisions Of Title XI (Business Regulations); Chapter 111 (Food and Beverages); Subchapter Alcoholic Liquor Control, Section 111.012 (Number of Licenses In Each License Classification), Of The Code Of Ordinances Of The City Of Oakbrook Terrace, Illinois, As Amended.
7. Re-Appointment Of Bob Shanahan To The Police Commission For A Term To Expire On April 30, 2027.
8. Re-Appointment Of Jason Sluzewicz To The Police Pension Board For A Term To Expire On April 30, 2026.
9. Re-Appointment Of Thomas Tomopoulos To the Police Pension Board For A Term To Expire On April 30, 2026.

Motion to approve the Action Items/Consent Agenda of June 11, 2024, Regular City Council and Committee of the Whole was made by Alderman Beckwith and seconded by Alderman Rada. Roll call vote was taken:

Ayes: Barbari, Beckwith, Fitzgerald, Greco, Rada, and Vlach
Nays: None
Absent: None

Motion passed.

VIII. ITEMS REMOVED FROM THE CONSENT AGENDA

None

IX. RECESS TO THE COMMITTEE OF THE WHOLE

Motion to recess to the Committee of the Whole portion of this meeting was made by Alderwoman Fitzgerald and seconded by Alderman Vlach. An acclamation vote was taken:

Ayes: Barbari, Beckwith, Greco, Fitzgerald, Rada, and Vlach

Nays: None

Absent: None

Motion passed.

X. MAYOR ESPOSITO

1. Mayor Esposito thanked Senator Suzy Glowiak Hilton and City Administrator Ritz for hosting and assisting with the shred event on Saturday. He stated that another shred event could be held in September or October.
2. Mayor Esposito announced that the 2024 Summer Concert Series will begin on Friday, June 28, 2024, and end on September 6, 2024. The events will begin at 7:00 p.m. at Terrace View Park and conclude at 10:00 p.m. Mayor Esposito mentioned that posters and advertisements are already up and added that there will be great entertainment and expressed his excitement for a fantastic time to be had by all.

XI. COMMITTEE OF THE WHOLE

1. **Draft Ordinance Annexing Certain Territory To The City Of Oakbrook Terrace, Illinois (1S415 Summit Avenue Oakbrook Terrace, Illinois):**

Mayor Esposito requested that the City Council review the draft ordinance and interdepartmental memo that Community Development Director Headley prepared regarding the annexation of 1S415 Summit Avenue, Oakbrook Terrace.

Community Development Director Headley briefly summarized the annexation process and possible zoning requests after annexation.

The City Council concurred with the draft ordinance welcoming the Salvation Army to the City of Oakbrook Terrace and will vote on the annexation during the reconvened City Council Meeting.

2. **Approve Purchase Of Six (6) Panasonic Toughbook FZ-40 Rugged For Police Squad Cars:**

Mayor Esposito asked the City Council to review Sgt. Bryant's interdepartmental memo regarding the purchase of six (6) Panasonic Toughbooks for police squad cars. He stated that this was presented during the budget meetings and approved for purchase when the budget was passed. Mayor Esposito confirmed an additional \$1,500 in installation costs.

City Council concurred with the purchase and will be placed on the subsequent Consent Agenda.

3. Discussion of the MacArthur Drive Survey

Alderman Greco opened the discussion regarding the draft survey that City Administrator Ritz sent out about traffic issues and concerns on MacArthur Drive. Alderman Beckwith stated that he hopes to receive options from the residents to address this issue. He appreciated that question #4 allowed residents to provide additional thoughts that may not have been considered. Alderwoman Fitzgerald commented that face-to-face interaction with residents has been very effective in sections of Ward 3. The discussion also touched on the distribution of the survey and the use of different forms of media, such as social media, Terrace Leaves Newsletter, water billing, or door-to-door. There was also a suggestion to talk to residents at the 4th of July picnic and to end the survey shortly after. Alderman Greco then recommended some guidelines for the overall data collection.

XII. COUNCIL MEMBER COMMENTS

Alderwoman Fitzgerald provided a summary of the Town Hall meeting that took place on June 6th at the York Township Park District center. She mentioned that the event aimed to update attendees on the happenings in Oakbrook Terrace and was well attended. She thanked Community Development Director Melissa Headley and Historical Society member Bob Shanahan for their participation and for sharing so much valuable information about the city.

Alderman Barbari enjoyed the Town Hall meeting and learned a lot about the history of Oakbrook Terrace.

Alderman Greco apologized for missing the Town Hall meeting and felt it was an excellent way to teach residents about the City of Oakbrook Terrace. He thanked the staff for fixing the library card fee on the website and for the update on the strategic planning process. Alderman Greco also asked if code enforcement could inspect the rolling slot machine signage in Arianna's window.

Alderman Beckwith heard the Town Hall meeting was well attended. He gave an update on the 1% Grocery Tax that will take effect on Jan 1, 2026. He congratulated the appointees on the commissions and thanked them for all the extra time they put into the city.

Alderman Vlach explained that two trees on the southeast corner of Stillwell Road and Elder Lane were blocking traffic's view. He thanked Assistant to the Community Development Director Karen DeBok and Public Services Craig Ward for addressing his concerns and wished everyone a Happy Father's Day.

Alderman Rada expressed his appreciation of Community Development Director Headley for always clarifying Community Development issues, and Assistant to the City Administrator Raffel for her contributions to the Hotel Commission. Alderman

Rada stated that at the next meeting he would like to play some of the new DuPage Convention and Visitors Bureau commercials.

XIII. CITY ATTORNEY RAMELLO

None

XIV. CITY CLERK SHADLEY

None

XV. CITY ADMINISTRATOR RITZ

City Administrator Ritz announced that we did not receive the Safe Routes to School Grant but still have one more grant we are waiting to hear from if we are awarded towards this project. He stated the Strategic Plan presentation by Northern Illinois University is scheduled for the July 23rd City Council meeting and that the final report should be ready for distribution by the end of this month. City Administrator Ritz stated that Public Services is completing hydrant flushing this week, and the Annual Consumer Confidence Water Quality report was distributed and approved by the Illinois EPA. He then provided an overview of the May monthly police reports and traffic enforcement statistics.

XVI. RECONVENE THE CITY COUNCIL MEETING

Motion to reconvene the City Council meeting was made by Alderman Beckwith and seconded by Alderman Rada. An acclamation vote was taken:

Ayes: Barbari, Beckwith, Fitzgerald, Greco, Rada, and Vlach

Nays: None

Absent: None

Motion passed.

XVII. OLD BUSINESS

1. Ordinance No. 24-22: An Ordinance Annexing Certain Territory To The City Of Oakbrook Terrace, Illinois (1S415 Summit Avenue Oakbrook Terrace, Illinois):

Motion to approve Ordinance No. 24–22: An Ordinance Annexing Certain Territory To The City Of Oakbrook Terrace, Illinois (1S415 Summit Avenue Oakbrook Terrace, Illinois), was made by Alderwoman Fitzgerald and seconded by Alderman Beckwith. Roll call vote was taken:

Ayes: Barbari, Beckwith, Fitzgerald, Greco, Rada and Vlach

Nays: None

Absent: None

Motion passed.

ADJOURN

Motion to adjourn was made by Alderman Rada and seconded by Alderman Barbari at 7:42 p.m.

Acclamation vote made with all Ayes.

Motion carried unanimously.

Respectfully submitted,

Amy Raffel, Recording Secretary

Attested:

Michael Shadley
City Clerk

Next Regular City Council meeting is June 25, 2024

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CITY OF OAKBROOK TERRACE
Bills Payable Summary Report for June 11, 2024

Corporate Fund (01)		
Check Run	\$	155,190.79
Manual Check	\$	13,441.60
Corporate Fund Total (01)	\$	168,632.39
Impact Donation Fund (02)		
Check Run	\$	-
Manual Check	\$	-
Impact Donation Fund Total (02)	\$	-
Water Fund (03)		
Check Run	\$	6,603.91
Manual Check	\$	3,613.65
Water Fund Total (03)	\$	10,217.56
SSA Debt Service Fund (04)		
Check Run	\$	-
Manual Check	\$	-
SSA Debt Service Fund Total (04)	\$	-
Motor Fuel Tax Fund (05)		
Check Run	\$	-
Manual Check	\$	-
Motor Fuel Tax Fund Total (05)	\$	-
2012 Debt Service Business District (08)		
Check Run	\$	-
Manual Check	\$	-
2012 Debt Service Business District (08)	\$	-
Capital Improvement Fund (09)		
Check Run	\$	-
Manual Check	\$	-
Capital Improvement Fund Total (09)	\$	-
2012 Debt Service Business District (12)		
Check Run	\$	-
Manual Check	\$	-
2012 Debt Service Business District (12)	\$	-
Total Bills Payable	\$	178,849.95

CITY OF OAKBROOK TERRACE
MANUAL BILLS PAYABLE
 June 25, 2024

<u>Account No.</u>	<u>Vendor</u>	<u>Description</u>	<u>Check No.</u>	<u>Date</u>	<u>Amount</u>
01-01-4510-00	IMRF	May 2024 Employer Contributions - Admin.			3,303.95
01-02-4510-00		May 2024 Employer Contributions - PD			3,104.12
01-03-4510-00		May 2024 Employer Contributions - Comm. Dev.			3,080.89
01-04-4510-00		May 2024 Employer Contributions - Streets			2,220.36
01-11-4510-00		May 2024 Employer Contributions - Finance			1,732.28
03-12-4510-00		May 2024 Employer Contributions - Water			3,613.65
					\$ 17,055.25

\$ 17,055.25

Accounts Payable GL Distribution Report

User: JEsposito
 Printed: 6/19/2024 - 11:32 AM
 Batch: 00002.06.2024
 Fiscal Period: 2
 JE Date: 06/19/2024



CITY OF OAKBROOK TERRACE
 1740275 BUTTERFIELD ROAD
 OAKBROOK TERRACE, IL 60181
 630-941-3300

Fund	DR Amount	CR Amount	Account Number	Description
01 CORPORATE FUND	0.00	155,190.79	01-00-1060-00	HARRIS CHECKING A/P 0129
	155,190.79	0.00	01-00-2010-00	ACCOUNTS PAYABLE
	<u>155,190.79</u>	<u>155,190.79</u>		
03 WATER FUND	0.00	6,603.91	03-00-1060-00	HARRIS A/P 0129
	6,603.91	0.00	03-00-2010-00	ACCOUNTS PAYABLE
	<u>6,603.91</u>	<u>6,603.91</u>		
Grand Total:	<u>161,794.70</u>	<u>161,794.70</u>		

Accounts Payable

Computer Check Proof List by Vendor

User: JEsposito
 Printed: 06/19/2024 - 11:28AM
 Batch: 00002.06.2024



CITY OF OAKBROOK TERRACE
 179275 BUTTERFIELD ROAD
 OAKBROOK TERRACE, IL 60111
 630.941.6300

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: Ace Lomb 257652	Lombard Ace Hardware Wax kit, step stools and supplies	85.96	06/25/2024	Check Sequence: 1 01-04-6130-00	ACH Enabled: False
	Check Total:	85.96			
Vendor: Al Waren W1659158 W1659159	Al Warren Oil Co., Inc. 6500 Gal. of 87 Octane gasoline 1491 Gal. of Undyed B5 gasoline	18,736.25 4,032.41	06/25/2024 06/25/2024	Check Sequence: 2 01-00-1030-00 01-00-1030-00	ACH Enabled: False
	Check Total:	22,768.66			
Vendor: amerlega 34164	American Legal Publ. Corp. Codification of executed ordinances	2,349.00	06/25/2024	Check Sequence: 3 01-01-5601-00	ACH Enabled: False
	Check Total:	2,349.00			
Vendor: Ander 61862485	Anderson Pest Solutions City Hall Pest Control - June 2024	59.50	06/25/2024	Check Sequence: 4 01-04-5770-01	ACH Enabled: False
	Check Total:	59.50			
Vendor: AWWA IL 200087787	ILLINOIS SECTION AMERICAN WATER WORKS ASSOCIATION AWWA Trenching & Shoring Class - Water Dept	48.00	06/25/2024	Check Sequence: 5 03-12-5605-00	ACH Enabled: False
	Check Total:	48.00			
Vendor: B&B Net 30433 30482	B2BTechnologies Remote labor - summer hours, new FD listing MXSE/MXE Software renewal CH	40.00 1,079.08	06/25/2024 06/25/2024	Check Sequence: 6 01-01-5665-00 01-01-5665-00	ACH Enabled: False
	Check Total:	1,119.08			
Vendor: Benes G George Benes				Check Sequence: 7	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
May-24	Property Maintenance Inspections - May 2024	893.11	06/25/2024	01-03-5612-00	
	Check Total:	893.11			
Vendor: Blue	Blue Cross/Shield of Illinois			Check Sequence: 8	ACH Enabled: False
054349	July 2024 Premium - PS Officers	21,759.51	06/25/2024	01-02-4535-03	
054349	July 2024 Premium - Streets	6,155.57	06/25/2024	01-04-4530-00	
054349	July 2024 Premium - PS Sgts.	8,538.39	06/25/2024	01-02-4535-02	
054349	July 2024 Premium - Admin.	2,758.91	06/25/2024	01-01-4530-00	
054349	July 2024 Premium - Water	5,375.79	06/25/2024	03-12-4530-00	
054349	July 2024 Premium - PS Dets.	3,733.48	06/25/2024	01-02-4535-04	
054349	July 2024 Premium - Comm. Dev.	5,627.69	06/25/2024	01-03-4530-00	
054349	July 2024 Premium - Finance	5,605.03	06/25/2024	01-11-4530-00	
054349	July 2024 Premium - PS Admin.	6,230.85	06/25/2024	01-02-4530-01	
	Check Total:	65,785.22			
Vendor: Callone	Peerless Network, Inc.			Check Sequence: 9	ACH Enabled: False
53223	Street Dept. Phones - 5/15-6/14/2024	114.73	06/25/2024	01-04-5665-00	
53223	Water Dept. Phones - 5/15-6/14/2024	114.74	06/25/2024	03-12-5665-00	
	Check Total:	229.47			
Vendor: cintas	Cintas Corporation			Check Sequence: 10	ACH Enabled: False
4195841379	City Hall Floor Mat Service	255.89	06/25/2024	01-04-5770-01	
4195841397	PD Floor Mat Service	88.20	06/25/2024	01-02-5770-01	
	Check Total:	344.09			
Vendor: CivicP	CivicPlus LLC			Check Sequence: 11	ACH Enabled: False
298409	Codification Platform with Municode	3,188.59	06/25/2024	01-01-5601-00	
305478	Web open platform migration & open annual 8/1	3,034.50	06/25/2024	01-01-5601-00	
	Check Total:	6,223.09			
Vendor: Coeo	Coco Solutions, LLC			Check Sequence: 12	ACH Enabled: False
1116196	Finance Phone Service - 6/15-7/14/2024	305.85	06/25/2024	01-11-5665-00	
1116196	Admin. Phone Service - 6/15-7/14/2024	593.71	06/25/2024	01-01-5665-00	
1116196	PD Phone Service - 6/15-7/14/2024	629.69	06/25/2024	01-02-5665-00	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
1116196	Comm. Dev. Phone Service - 6/15-7/14/2024	269.87	06/25/2024	01-03-5665-00	
	Check Total:	1,799.12			
Vendor: Comcast3	Comcast			Check Sequence: 13	ACH Enabled: False
877120090001058	Internet - 6/14-7/13/2024	256.85	06/25/2024	01-11-5668-00	
877120090001954	PSB Cable/Internet - 6/8-7/7/2024	291.48	06/25/2024	01-04-5758-00	
	Check Total:	548.33			
Vendor: ComEd	Com Ed			Check Sequence: 14	ACH Enabled: False
0014123333	Res Street Lights - 5/6-6/5/2024	75.28	06/25/2024	01-04-5760-00	
3240275000	Tornado Warning Siren - 5/6-6/5/2024	38.37	06/25/2024	01-04-5758-00	
7155941222	WMF Electric - 5/6-6/5/2024	256.09	06/25/2024	03-12-5758-00	
7157829000	PAS 17B - 5/6-6/5/2024	76.22	06/25/2024	03-12-5758-00	
9551820100	Water Tower - 5/6-6/5/2024	86.61	06/25/2024	03-12-5758-00	
	Check Total:	532.57			
Vendor: ComEd3	ComEd			Check Sequence: 15	ACH Enabled: False
0908807000	Spring/Frontage - 5/2-6/3/2024	826.59	06/25/2024	01-04-5760-00	
	Check Total:	826.59			
Vendor: commdir	Communications Direct, Inc			Check Sequence: 16	ACH Enabled: False
SR129818	Squad #5 repair	232.00	06/25/2024	01-02-5663-00	
	Check Total:	232.00			
Vendor: COPS	C.O.P.S. Testing Service, Inc.			Check Sequence: 17	ACH Enabled: False
109117	The Blue Line #46364 advertising costs	298.00	06/25/2024	01-10-5775-00	
	Check Total:	298.00			
Vendor: crystal	Crystal Maintenance Plus, Corp			Check Sequence: 18	ACH Enabled: False
31899	Police Dept Cleaning Services - June 2024	1,739.10	06/25/2024	01-02-5770-01	
31899	City Hall Dept Cleaning Services - June 2024	524.40	06/25/2024	01-04-5770-01	
	Check Total:	2,263.50			
Vendor: CTCorp	Current Technologies Corp			Check Sequence: 19	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
14805	2 Laptops for Chief & Dep. Chief	1,973.30	06/25/2024	01-02-6151-00	
14824	Microsoft 365 renewal through 6/30/2025	6,751.20	06/25/2024	01-11-5660-02	
14841	(3) Dell Desktops & (3) Dell Monitor for Roll C;	3,980.37	06/25/2024	01-02-6151-00	
734560	On-site and remote IT support	1,656.25	06/25/2024	01-01-5600-00	
	Check Total:	14,361.12			
Vendor: 3007468	daily Paddock Publications, Inc.	155.80	06/25/2024	Check Sequence: 20 01-01-6110-00	ACH Enabled: False
Vendor: 240921	doorsrus Doors By Russ, Inc.	534.50	06/25/2024	Check Sequence: 21 01-02-5770-00	ACH Enabled: False
	Replace coil at PD				
	Check Total:	534.50			
Vendor: 2024-849	DPCVB DuPage Cnv. & Visitors Bureau	99.82	06/25/2024	Check Sequence: 22 01-06-5782-00	ACH Enabled: False
Vendor: 2024-857	Grant program - Cedar Rapids HS Band - Hilton	10,000.00	06/25/2024	01-06-5620-00	
	Marketing Program for OBT Sales Blitz Program				
	Check Total:	10,099.82			
Vendor: 12038A	DPMM DuPage Mayors & Managers	4,221.29	06/25/2024	Check Sequence: 23 01-01-5610-00	ACH Enabled: False
Vendor: 12100A	2024-2025 Conference Membership Dues	90.00	06/25/2024	01-01-5610-00	
	2024 Annual Recognition dinner - Asst. to CA				
	Check Total:	4,311.29			
Vendor: 40570273	duprec DuPage County Recorder	57.00	06/25/2024	Check Sequence: 24 01-03-5700-00	ACH Enabled: False
	Water lien recording fee R2024-031888				
	Check Total:	57.00			
Vendor: 65-64812	Fastsign Fastsigns	3,474.00	06/25/2024	Check Sequence: 25 01-06-5620-00	ACH Enabled: False
Vendor: 65-64982	Street Banners for Hotel Commission	120.00	06/25/2024	01-04-5663-00	
	Equipment/vehicle decals - Public Services				
	Check Total:	3,594.00			
Vendor: FOP	FOP Fraternal Order of Police			Check Sequence: 26	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
1120	Contributions for the month of June 2024	800.36	06/25/2024	01-00-2145-00	
	Check Total:	800.36			
Vendor: Gonzini	Robert J. Gonzini			Check Sequence: 27	ACH Enabled: False
	Elec. & Bldg. Inspection Svcs. - 6/6-6/18/2024	805.07	06/25/2024	01-03-5600-00	
	Check Total:	805.07			
Vendor: Granite	Granite Telecommunications			Check Sequence: 28	ACH Enabled: False
648944799	Water Dept. Phones - 6/1-6/30/2024	480.34	06/25/2024	03-12-5665-00	
648944799	Street Dept. Phones - 6/1-6/30/2024	480.34	06/25/2024	01-04-5665-00	
648944799	Traffic Enforcement Charges - 6/1-6/30/2024	79.77	06/25/2024	01-14-5668-00	
648944799	Executive Management Charges - 6/1-6/30/2024	79.77	06/25/2024	01-01-5668-00	
	Check Total:	1,120.22			
Vendor: KLA	KLA Productions, Inc			Check Sequence: 29	ACH Enabled: False
2024024	Speakers, lights & production for July 4th conce	4,000.00	06/25/2024	01-01-5781-00	
2024080	Speakers, lights & production for June 28th conc	4,000.00	06/25/2024	01-01-5780-00	
	Check Total:	8,000.00			
Vendor: Lakeside	Lakeside Bank			Check Sequence: 30	ACH Enabled: True
	Credit for previous late fee charge	-153.18	06/25/2024	01-00-1575-00	
2035	Chicago Tribune subscription	34.00	06/25/2024	01-02-6110-00	
2035	Detective Database - TransUnion	75.00	06/25/2024	01-02-5611-00	
2035	Balloons for Cop on Top Event 2024 - Party City	52.20	06/25/2024	01-02-5780-00	
2035	Credit for personal purchase return - The Door S	-2,740.00	06/25/2024	01-02-6120-00	
2035	Cab to San Antonio conference - Nwachukwu Tr	53.00	06/25/2024	01-02-5605-00	
2035	Cardboard shooting targets - Amazon.com	127.96	06/25/2024	01-02-6190-00	
2035	Snack at Grand Hyatt for San Antonio conferenc	35.35	06/25/2024	01-02-5605-00	
3077	Canon telephoto zoom lens - Amazon	349.00	06/25/2024	01-01-5780-00	
3077	Zoom conference charges - Zoom.us	15.99	06/25/2024	01-01-6150-00	
3077	Dual HDMI multi-monitor adapter - Best Buy	59.99	06/25/2024	01-01-6120-00	
5087	New Finance Director luncheon - Gullivers	142.96	06/25/2024	01-11-5615-00	
7049	Fuel - small engines (trimmers, chainsaws, etc) -	39.04	06/25/2024	01-04-6132-00	
7049	Planners/calendars for PS - At-A-Glance	141.79	06/25/2024	01-04-6120-00	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
7049	PLC panelview backlight - Teksupply Inc.	153.43	06/25/2024	03-12-5660-00	
7049	License plate renewal - A-2 - ILSOS	154.40	06/25/2024	01-02-5663-00	
7049	License plate renewal - Car #10 - ILSOS	154.40	06/25/2024	01-02-5663-00	
7049	Shop supplies - Costco	258.38	06/25/2024	01-04-6130-00	
7049	License plate renewal - Car #11 - ILSOS	154.40	06/25/2024	01-02-5663-00	
7049	Work footwear - PS Dir. - SP Kuru Footwear	383.57	06/25/2024	01-04-5715-00	
7328	Credit on ILCMA Corp. membership fee	-163.75	06/25/2024	01-01-5605-00	
7328	ILCMA Corporate membership fee	327.50	06/25/2024	01-01-5605-00	
7328	3 person lunch w/new Finance Director - Simon:	51.83	06/25/2024	01-11-5615-00	
7328	ICMA Leadership training	75.00	06/25/2024	01-01-5605-00	
9063	Range supplies - The Home Depot	152.76	06/25/2024	01-02-6190-00	
9063	Taser equipment purchase - Axon Taser	4,465.00	06/25/2024	01-02-6190-00	
9063	Hotel for Det. training 5/8-5/9/24 - Holiday Inn	170.17	06/25/2024	01-02-5605-00	
9063	Hotel for Det. Training course 5/7-5/8 - Hampton	205.40	06/25/2024	01-02-5605-00	
9063	1 Replacement tire Det. squad car - Discount Tire	305.50	06/25/2024	01-02-5663-00	
	Check Total:	5,081.09			
Vendor:	library				ACH Enabled: False
	Villa Park Public Library			Check Sequence: 31	
	10 Library cards issued for 9 residences - May 21	2,519.76	06/25/2024	01-01-5785-00	
	7 Library cards issued for the month of April, 20:	1,089.46	06/25/2024	01-01-5785-00	
	Check Total:	3,609.22			
Vendor:	MetTank				ACH Enabled: False
19857	Metro Tank & Pump Company			Check Sequence: 32	
	Fuel Island testing	855.00	06/25/2024	01-04-5660-00	
19860	Fuel Island filter repair/replacement	382.00	06/25/2024	01-04-5660-00	
19887	Fuel filters	85.00	06/25/2024	01-04-5660-00	
	Check Total:	1,322.00			
Vendor:	Midwest3				ACH Enabled: False
112156371	Midwest Mechanical			Check Sequence: 33	
	Repair to CH AC unit	1,771.89	06/25/2024	01-04-5770-00	
	Check Total:	1,771.89			
Vendor:	MinoltaC				ACH Enabled: False
292956294	Konica Minolta Business Soluti			Check Sequence: 34	
	Comm. Dev. Copier Maint. - 5/1-5/31/2024	105.51	06/25/2024	01-03-5660-00	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
292956294	Admin. Copier Maint. - 5/1-5/31/2024	105.51	06/25/2024	01-01-5660-00	
292956294	Finance Copier Maint. - 5/1-5/31/2024	105.51	06/25/2024	01-11-5660-00	
9009946007	Streets Copier Maintenance - 4/26-5/25/2024	2.28	06/25/2024	01-04-5660-00	
9009946007	Water Copier Maintenance - 4/26-5/25/2024	3.62	06/25/2024	03-12-5660-00	
9009967584	Exec. Admin. Copier - 5/4-6/3/2024	10.58	06/25/2024	01-01-5660-00	
9009968482	PD Admin. Copier - 5/5-6/4/2024	57.06	06/25/2024	01-02-5660-00	
	Check Total:	390.07			
Vendor: Minute	Minuteman Press			Check Sequence: 35	ACH Enabled: False
125687	OBT table cover	388.94	06/25/2024	01-02-5780-00	
	Check Total:	388.94			
Vendor: Nicor1	Bill Payment Center Nicor Gas			Check Sequence: 36	ACH Enabled: False
97007010008	WMF Gas - 5/8-6/7/2024	68.92	06/25/2024	03-12-5758-00	
	Check Total:	68.92			
Vendor: oherren	Ray O'Herron Co. Inc.			Check Sequence: 37	ACH Enabled: False
2348705	4 Pr. pants, 1 pr. boots - Sgt. Det.	391.46	06/25/2024	01-02-5715-00	
2349036	2 Shirts, 1 chevron - Sgt.	113.47	06/25/2024	01-02-5715-00	
2349037	1 Shirt - Patrol	47.84	06/25/2024	01-02-5715-00	
	Check Total:	552.77			
Vendor: Packey	Packey Webb Ford			Check Sequence: 38	ACH Enabled: False
170773	T-1 buffer	6.83	06/25/2024	01-04-5663-00	
	Check Total:	6.83			
Vendor: pitney1	Reserve Account Pitney Bowes Inc.			Check Sequence: 39	ACH Enabled: False
	Postage for July/August Terrace Leaves newsletter	400.00	06/25/2024	01-02-6170-00	
	Check Total:	400.00			
Vendor: Runco	Runco Office Supplies and Equipment Company			Check Sequence: 40	ACH Enabled: False
941454-0	CH kitchen supplies	11.90	06/25/2024	01-01-6120-00	
941454-1	CH kitchen supplies	28.36	06/25/2024	01-01-6120-00	
941948-0	Binders for permits	386.28	06/25/2024	01-03-6120-00	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	426.54			
Vendor: specT 47776	Special T Unlimited 4th of July tee's/polo's for PD night clerk	488.00	06/25/2024	Check Sequence: 41 01-02-5715-00	ACH Enabled: False
	Check Total:	488.00			
Vendor: ThermFlo T31164INV	ThermFlo, Inc Repair generator	367.00	06/25/2024	Check Sequence: 42 01-04-5660-00	ACH Enabled: False
	Check Total:	367.00			
Vendor: trugreen 194330777 194331045	Trugreen Grub preventative - PS Bldg. Grub preventative - WMF	226.38 150.92	06/25/2024 06/25/2024	Check Sequence: 43 01-04-5765-00 01-04-5765-00	ACH Enabled: False
	Check Total:	377.30			
Vendor: V.Wire 9965496239 9965623297 9965623297 9965623297 9965623297 9965623297 9965623297 9965623297 9965623297	Verizon Wireless PD Cell Phones - 6/2-7/1/2024 Finance phones for 6/2-7/1/2024 PD Cell Phones for 6/2-7/1/2024 Comm. Dev. Cell Phones for 6/2-7/1/2024 NIMS for 6/2-7/1/2024 Exec Admin Cell Phones for 6/2-7/1/2024 USB Port Card for 6/2-7/1/2024 Streets Cell Phones for 6/2-7/1/2024 AirCard for 6/2-7/1/2024 Water Cell Phones for 6/2-7/1/2024	288.08 68.83 484.73 84.40 24.93 126.87 36.01 137.31 36.01 93.58	06/25/2024 06/25/2024 06/25/2024 06/25/2024 06/25/2024 06/25/2024 06/25/2024 06/25/2024 06/25/2024 06/25/2024 06/25/2024	Check Sequence: 44 01-02-5668-00 01-11-5668-00 01-02-5668-00 01-03-5668-00 01-02-5668-00 01-01-5668-00 01-02-5668-00 01-04-5668-00 01-02-5668-00 03-12-5668-00	ACH Enabled: False
	Check Total:	1,380.75			
	Total for Check Run:	166,875.79			
	Total of Number of Checks:	44			

JUN 25 2024

ORDINANCE NO. 24 - 23

AN ORDINANCE AUTHORIZING AND RATIFYING THE ISSUANCE OF A PURCHASE ORDER FOR THE PURCHASE OF SIX PANASONIC TOUGHBOOK FZ-40 COMPUTERS FOR THE CITY OF OAKBROOK TERRACE

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

WHEREAS, 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 six (6) Panasonic Toughbook FZ-40 computers for the police department constituting personal property necessary for the City to perform essential governmental functions from CDS Office Technologies of Itasca, Illinois; and

WHEREAS, in the opinion of two-thirds of the corporate authorities of the City holding office, it is advisable, necessary and in the public interest that the City waive advertisement for bids, waive the procedure prescribed for the submission of competitive bids, solicit proposals in the open market and purchase six (6) Panasonic Toughbook FZ-40 computers for the police department from CDS Office Technologies of Itasca, Illinois, on the terms and conditions therein provided;

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

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

Section 2: It is hereby determined that it is advisable, necessary and in the public interest that the City waive advertising for competitive bids, waive the procedure prescribed for the submission of competitive bids and authorize the issuance of a purchase order for six (6) Panasonic Toughbook FZ-40 computers for the police department from CDS Office Technologies of Itasca, Illinois.

Section 3: The City Administrator on behalf of the City shall be and is hereby authorized to issue a purchase order, or in the alternative, the action of the City Administrator is hereby ratified in executing and issuing a purchase order to CDS Office Technologies of Itasca, Illinois, for certain computer hardware, software and cameras for the police department in the amount of Thirty-Five Thousand Eight Hundred Fifty-Six and 00/100 Dollars (\$35,856.00), a copy of the Purchase Order for which is attached hereto marked as Exhibit “A” and made a part hereof.

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

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

ADOPTED this 25th day of June 2024, pursuant to a roll call vote as follows:

AYES: _____

NAYES: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 25th day of June 2024.

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

ATTESTED and filed in my office,
this 25th day of June 2024.

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

EXHIBIT "A"
CITY OF OAKBROOK TERRACE, ILLINOIS
PURCHASE ORDER
TERMS AND CONDITIONS

1. SERVICES & DELIVERABLES.

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

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

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

2. DELIVERY.

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

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

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

4. PAYMENT.

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

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

5. WARRANTIES.

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

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

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

6. INSPECTION.

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

7. INDEPENDENT CONTRACTOR.

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

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

8. SELLER RESPONSIBLE FOR TAXES AND RECORDS.

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

9. INSURANCE.

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

10. INDEMNITY.

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

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

11. CONFIDENTIALITY.

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

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

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

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

12. OWNERSHIP OF WORK PRODUCT.

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

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

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

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

13. TERMINATION.

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

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

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

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

14. REMEDIES.

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

15. FORCE MAJEURE.

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

16. SEVERABILITY.

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

17. LIMITATION OF LIABILITY.

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

18. ASSIGNMENT; WAIVER.

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

19. NONEXCLUSIVE AGREEMENT.

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

20. NOTICES.

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

21. SURVIVAL OF OBLIGATIONS.

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

22. GOVERNING LAW.

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

23. ENTIRE AGREEMENT; MODIFICATION.

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

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

24. COMPLIANCE WITH LAWS.

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

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

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

25. INJUNCTIVE RELIEF.

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

26. CERTIFICATIONS.

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

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

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

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

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

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

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

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

26.8 No officer or employee of City of Oakbrook Terrace has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited

to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Seller in violation of Section 30.33 of the Code of Oakbrook Terrace, Illinois;

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

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

City of Oakbrook Terrace

Purchase Order

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

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Supplier Name CDS Office Technologies Corporation		Order Date: June 25, 2024
Address 1	1271 Hamilton Parkway	Payment Terms:
Address 2		F.O.B. Point:
City, State Zip	Itasca, Illinois 60143	Freight Terms:
E Mail:		Acct Code:
Phone:	630-625-4519	Tax Exempt No.:
Attn:		

Ship To:

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

Invoice To:

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

Tax ID:		Ship via:		Required Ship Date:		
Item	Quantity	Part No.	Description	UM	Price	Total
1	6	FZ-40ACAAHAM	Panasonic Toughbook FZ-40 Fully Rugged Panasonic Toughbook FZ-40 (i5, 4G, GPS) Win11 Pro, Intel Core i5-1145G7 vPro (up to 4.4GHz), AMT, 14.0" FHD Gloved Multi Touch, 16GB, 512GB OPAL SSD, Intel; Wi-Fi 6, Bluetooth, 4G EM7690, GPS, Quad Pass (BIOS Selectable), Mic and Infrared 5MP Webcam, Standard Battery, TPM2.0		\$4,275.00	\$25,650.00
2	6	CF-SVCLTEXT2Y	Panasonic Extended Warranty Extended service agreement - parts and labor - 2 years (4th/5th year) - for Toughbook 40		\$316.00	\$1,896.00
3	6	HA-40LVDS0	Havis Docks & Power Supplies Havis - LITE Vehicle Dock for Toughbook FZ-40 Fully Rugged (No Pass) 3 x USB-A, 3 x USB-C, Serial, 2 x LAN		\$680.00	\$4,080.00
4	6	LPS-103	Havis docking station power supply for Toughbook CF-54, FZ-55, CF-33, FZ-40		\$170.00	\$1,020.00
5	6	CF-SVCBATSW5Y	Smart Battery Monitoring & Replacement Warranty Panasonic - Smart Battery Warranty for Toughbook (5 years) Includes B2M thin agent, B2M Admin Portal for real time battery health on all		\$180.00	\$1,080.00

			devices with B2M thin agent, battery warranty			
6	6	SVC-ABLCEU5YA	Security Software Absolute Control for SLED – 60-month term Subscription license (5 years) - academic, local, state - Win		\$105,00	\$630.00
7	6		Installation		\$250.00	\$1,500.00
			Subtotal			\$35,856.00
			Tax (0.000%)			\$0.00
			Shipping			\$0.00
			TOTAL			\$35,856.00

Purchase Order Comments

Authorized by:

Casey Calvello, Chief of Police

Approved by:

James Ritz, City Administrator

City of Oakbrook Terrace

17W275 Butterfield Road

Oakbrook Terrace, IL 60181-4041

Phone 630-941-8300

Fax 630-941-7254

Supplier Name CDS Office Technologies

Address 1 1271 Hamilton Parkway

Address 2

City, State, Zip Itasca, Illinois 60143

Two empty rectangular boxes stacked vertically.

Purchase Order Comments

A large empty rectangular box for purchase order comments.

Please sign below and return acknowledgement of this purchase order.

Name & Title

Date

City of Oakbrook Terrace

*17W275 Butterfield Road
Oakbrook Terrace, IL 60181-4041
Phone 630-941-8300
Fax 630-941-7254*
Supplier
Name
Address 1
Address 2
City, State &
Zip

Receiving Report

--

Item No.	Date	Quantity	Received By	Carrier	Packing List No.



AGENDA ACTION

JUN 25 2024

June 13, 2024

Dear Mayor Esposito and City Council,

The Oakbrook Terrace Park District would like to request a fee waiver for permit fees associated with the replacement of two park signs at Terrace View Park. Terrace View Park is located at 17W063 Hodges Rd. in Oakbrook Terrace, and installation of these signs is slated to occur later this summer. One of these signs (reading "Terrace View Park") will sit near the park entrance along Hodges Rd. and the other (reading "Lake View Nature Center") is tucked into the park near the newly renovated playground. We appreciate your consideration with this request.

If you have any questions concerning the project or the request, please do not hesitate to reach out: (630) 627-6100 or shannon@obtpd.org. Thank you!

Sincerely,

A handwritten signature in black ink, appearing to read "Shannon Elsey", with a stylized flourish at the end.

Shannon Elsey
Executive Director
Oakbrook Terrace Park District

PROJECT:



17W063 Hodges Rd.
Oakbrook Terrace, IL 60181

CUSTOMER APPROVAL:
DATE

AUTHORIZED SIGNATURE

REPRESENTATIVE

Lisa Staszak / MK

DRAWN BY

Bill Marlow

DATE

6.10.24

SCALE

3/4" = 1'

SHEET NO.

1 of 1

ESTIMATE / JOB NUMBER

15071

FILE NAME

otpd15071

REVISIONS:

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10

