City of Oakbrook Terrace

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



City Council Regular Meeting Agenda

Tuesday, September 9th, 2025 at 7:00 PM Council Chambers - City Hall - 17W261 Butterfield Road



CITY COUNCIL REGULAR MEETING AGENDA

Tuesday, September 9th, 2025 at 7:00 PM Council Chambers - City Hall - 17W261 Butterfield Road www.oakbrookterrace.net

Mayor Paul Esposito City Clerk Michael Shadley City Council Members:

Ward 1: Alderman Charlie Barbari and Alderman Eric Biskup
Ward 2: Alderman Michael Sarallo and Alderman Dennis Greco
Ward 3: Alderman Bob Rada and 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
 - Meeting Minutes of August 26, 2025.
 There is a correction to the August 26th Agenda COW, the Ordinance Amending Section 24.24, the correction is Ordinance Amending Section 34.24.
- VI. PUBLIC PARTICIPATION
- VII. ACTION ITEMS / CONSENT AGENDA
 - 1. Payment of City Bills: September 9, 2025, In the amount of \$247,279.82.
 - Ordinance No. 25-29 Amending Section 34.24 Entitled "Permitted Investments" of Chapter 34 Entitled "Finance" of Title III Entitled "Administration" and Adopting an Investment Policy for the City of Oakbrook Terrace, Illinois.
- VIII. ITEMS REMOVED FROM THE CONSENT AGENDA
- IX. RECESS TO COMMITTEE OF THE WHOLE

X. MAYOR ESPOSITO

XI. COMMITTEE OF THE WHOLE

- Ordinance Authorizing the Participation in the DuPage County 2025 Bulk Rock Salt
 Program and the Execution of a Contract between the City of Oakbrook Terrace, Illinois,
 and Compass Materials America, Inc. for the Purchase of Rock Salt.
- 2. Redevelopment of Robinette Property Status Update
- XII. COUNCIL MEMBER COMMENTS
- XIII. CITY ATTORNEY
- XIV. CITY CLERK
- XV. CITY ADMINISTRATOR
- XVI. RECONVENE THE CITY COUNCIL MEETING
- XVII. RECESS TO EXECUTIVE SESSION
- XVIII. EXECUTIVE SESSION

Closed session pursuant to Section 2(c)(2) of the Open Meetings Act to discuss collective negotiating matters between the city and its employees or their representatives and deliberations concerning salary schedules for one or more classes of employees.

- XIX. RECONVENE THE CITY COUNCIL MEETING
- XX. NEW BUSINESS
- XXI. ADJOURN

Next Regular City Council Meeting Tuesday, September 23rd, 2025.

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

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City Council Regular Meeting Minutes

Tuesday, August 26th, 2025 at 7:00 PM Council Chambers - City Hall - 17W261 Butterfield Road



CITY COUNCIL REGULAR MEETING MINUTES

Tuesday, August 26th, 2025 at 7:00 PM Council Chambers - City Hall - 17W261 Butterfield Road www.oakbrookterrace.net

Mayor Paul Esposito City Clerk Michael Shadley City Council Members:

Ward 1: Alderman Charlie Barbari and Alderman Eric Biskup Ward 2: Alderman Michael Sarallo and Alderman Dennis Greco Ward 3: Alderman Bob Rada and Alderwoman Mary Fitzgerald

I. CALL TO ORDER

Mayor Esposito called August 26th, 2025, Regular and Committee of the Whole Meeting of the City Council to order at 7:01 PM.

II. ROLL CALL

Roll call indicated the following City Council members in attendance: Present: Greco, Fitzgerald, Rada, Sarallo and Mayor Esposito

Absent: Barbari and Biskup

Also in attendance: Acting City Administrator: T. Walker, and City Attorney M. Holmes.

Mayor Esposito led everyone in the Pledge of Allegiance.

IV. ADDITIONS OR DELETIONS TO THE AGENDA

None

III.

V. APPROVAL OF MINUTES - CHANGES OR CORRECTIONS

Meeting Minutes of August 12, 2025.

A motion to approve the Regular City Council Meeting Minutes from August 12th, 2025 was made by Alderman Rada and seconded by Alderman Sarello. An acclamation vote was taken.

Ayes: Greco, Fitzgerald, Rada, Sarallo

Naves: 0

Absent: Barbari and Biskup

VI. PUBLIC PARTICIPATION

None

VII. ACTION ITEMS / CONSENT AGENDA

1. **Payment of City Bills:** August 26th, 2025, in the amount of \$298,033.82.

2. Ordinance No. 25-28

Approving and Ratifying the Issuance of a Purchase Order for the Purchase of One Skydio X10 Aerial Drone for the City of Oakbrook Terrace, Illinois.

Motion to approve the Action Items/Consent Agenda of the August 26th, 2025, Regular City and Committee of the Whole Payment was made by Alderman Rada and seconded by Alderman Greco. An acclamation vote was taken.

Ayes: Greco, Fitzgerald, Rada, Sarallo

Nayes: 0

Absent: Barbari and Biskup

VIII. ITEMS REMOVED FROM THE CONSENT AGENDA

None

IX. RECESS TO COMMITTEE OF THE WHOLE

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

Ayes: Greco, Fitzgerald, Rada, Sarallo

Nayes: 0

Absent: Barbari, Biskup

X. MAYOR ESPOSITO

- o City Council photos will take place on 9/23rd at 6:00 PM at the police department.
- District wide Ribbon Cutting/Open House for the completion of construction.
 - 9/3 at Albright Middle School at 6:15 PM
 - 9/11 at Stella May Swartz at 6:15 PM
 - 9/17 at Salt Creek Primary at 6:00 PM

Thank you to District 48 Superintendent Amy Zaher.

The annual Shred Drive hosted by Senator Suzy Glowiak Hilton will be held on 9/13 from
 9-12 PM in the City Hall parking lot. The Mayor encouraged the Alderpeople to attend.

Alderman Biskup arrived at the Regular City Council Meeting at 7:04 PM.

XI. COMMITTEE OF THE WHOLE

1. Ordinance Amending Section 34.24 of the Code of Oakbrook Terrace and Adopting an Investment Policy for the City of Oakbrook Terrace, Illinois.

Ensures that the City conforms to all state and local government administration. Ms. Walker met with portfolio investment individuals and had since updated the City's investment policy.

The major change is that the pension fund is now downstate. Alderwoman Fitzgerald suggests an executive summary along with the ordinance to outline the changes to the ordinance. Ms. Walker will provide a summary. Moved to approval on next agenda.

XII. COUNCIL MEMBER COMMENTS

Alderman Fitzgerald – none

Alderman Sarallo - none

Alderman Biskup relayed that kids are back in school and to be careful. The Mayor replied that speed bumps could be used temporarily to slow traffic. Alderman Biskup added that the fire department is hiring.

Alderman Greco – none

Alderman Rada communicated that tourism numbers are setting a record in this area. Beth Marchetti from the DuPage Convention & Visitors Bureau recently passed away.

XIII. CITY ATTORNEY

None

XIV. CITY CLERK

None

XV. CITY ADMINISTRATOR

None

XVI. RECONVENE THE CITY COUNCIL MEETING

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

XVII. NEW BUSINESS

None

XVIII. ADJOURN

Motion to adjourn was made by Alderman Rada and seconded by Alderman Sarallo at 7:13 PM.

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

Respectfully submitted,

Margie Tannehill, Recordi	ing Secretary	

Attested:		
Michael Shadley		
City Clerk		

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Post Date	Journal	Description				
rose bace	Journa	5050. ipt.o	GL Number	GL Description	DR Amount	CR Amount
09/09/2025	АР	Suburban Door	01-02-5770-00	ervice, MORTISE CYLINDER CHANGE OUT O BUILDING MAINTENANCE ACCOUNTS PAYABLE	N PD ARMORY 135.00	135.00
					135.00	135.00
09/09/2025	AP	Trugreen	01-04-5765-00		148.38	
			01-00-2010-00	ACCOUNTS PAYABLE	140.20	148.38
00 (00 (2025	4 D	Taugasan		TURF TREATMENT MUNICIPAL COMP	148.38	148.38
09/09/2025	AP	Trugreen	01-04-5765-00		171.82	
			01-00-2010-00	ACCOUNTS PAYABLE		171.82
					171.82	171.82
09/09/2025	AP	Packey Webb Fo	ord	SQUAD VISOR REPLACEMENT	150.68	
				VEHICLE MAINT, & REPAIR ACCOUNTS PAYABLE	130.00	150.68
			01-00-2010-00	ACCOUNTS TATABLE	150.68	150.68
09/09/2025	AP	Ray O'Herron (Co. Inc.	BEAN BAG ROUNDS	130.00	130.00
03/03/2023	7.1	kay o nerron s	01-02-6190-00		1,170.00	
			01-00-2010-00	ACCOUNTS PAYABLE		1,170.00
					1,170.00	1,170.00
09/09/2025	AP	Ray O'Herron (TRAINING GUN, CUFF KEY, GUN C	LEAN KIT - 125.06	
			01-02-5/15-00	UNIFORM ALLOWANCE ACCOUNTS PAYABLE	123.00	125.06
			01 00 2010 00	ACCOUNTS TATABLE	125.06	125.06
09/09/2025	ENC	Ray O'Herron (Co. Inc.	PO 0000002408, TRAINING GUN,		223.00
05/ 05/ 2025		nay o nerron		UNIFORM ALLOWANCE		125.06
			01-00-2010-00	ACCOUNTS PAYABLE	125.06	
					125.06	125.06
09/09/2025	AP	Ray O'Herron (Co. Inc.	NEW OFFICER EQUIPMENT - PATRO	125.06	
			01-02-5715-00 01-00-2010-00		123,00	125.06
			01-00-2010 00	ACCOUNTS TATABLE	125.06	125.06
09/09/2025	ENC	Ray O'Herron (Co. Inc.	PO 0000002408, NEW OFFICER EQ		123.00
03, 03, 2023	2.10	nay o nerron	01-02-5715-00			125.06
			01-00-2010-00	ACCOUNTS PAYABLE	125.06	
					125.06	125.06
09/09/2025	AP	Ray O'Herron (Co. Inc. 01-02-6190-00	LESS LETHAL SHOTGUNS (2) NON-CAPITAL EQUIPMENT	2,180.93	
			01-02-0190-00	•	2,100.55	2,180.93
			01 00 1010 00	,	2,180.93	2,180.93
09/09/2025	AP	Ray O'Herron (Co. Inc.	SIMS	-,	_,
,,			01-02-6190-00	NON-CAPITAL EQUIPMENT	1,333.20	
			01-00-2010-00	ACCOUNTS PAYABLE		1,333.20
				C. LLCATE CRADE AND ROOT PRINT DICK	1,333.20	1,333.20
09/09/2025	AP	ABBOTT TREE CA	01-04-5766-00	S, LLC AIR SPADE AND ROOT PRUNE RIGH	500.00	
				ACCOUNTS PAYABLE	300100	500.00
					500.00	500.00
09/09/2025	AP	Trugreen		TURF TREATMENT PUBLIC SERVICE		
			01-04-5765-00		156.20	156 20
			01-00-2010-00	ACCOUNTS PAYABLE		156.20
00 (00 (00)		Due Chami Tan		ODANGE NITETIE CLOVES	156.20	156.20
09/09/2025	AP	Pro Chem, Inc.	01-04-6130-00	ORANGE NITRILE GLOVES SUPPLIES	496,47	
			01-00-2010-00			496.47
					496.47	496.47
09/09/2025	AP	Bluders Tree S		LARGE TREE PRUINING RIGHT OF		
			01-04-5766-00		700.00	700 00
			01-00-2010-00	ACCOUNTS PAYABLE	700.00	700.00
00/00/2025	4.0	Dludora Trea	convice	TREE REMOVAL AND STUMP GRINDI	700.00	700.00
09/09/2025	AP	Bluders Tree S	01-04-5766-00		3,200.00	
				ACCOUNTS PAYABLE		3,200.00

Post Date	Journal	Description	GL Number	GL Description	DR Amount	CR Amount
09/09/2025	АР	Bluders Tree :	Service 01-04-5766-00 01-00-2010-00		AND STUMP 1,250.00	1,250.00
				-	1,250.00	1,250.00
09/09/2025	AP	Minuteman Pre	01-02-5720-00 01-00-2010-00		133.10	133.10
			01-00-2010-00	ACCOUNTS FATABLE	133.10	133.10
09/09/2025	AP	ITouch Biomet	01-02-5660-00	-		
			01-00-2010-00	ACCOUNTS PAYABLE -	1 000 00	1,980.00
09/09/2025	AP	J.G. Uniform,		NEW HIRE UNIFORM - MARQUEZ UNIFORM ALLOWANCE	1,980.00 94.50	1,980.00
			01-00-2010-00			94.50
				-	94.50	94.50
09/09/2025	AP	J.G. Uniform,	1nc. 01-02-5715-00 01-00-2010-00		94.50	94.50
				-	94.50	94.50
09/09/2025	AP	J.G. Uniform,		UNIFORM BOOTS - PORTILLO UNIFORM ALLOWANCE ACCOUNTS PAYABLE	48.00	48.00
			01-00-2010-00	-	48.00	48.00
09/09/2025	AP	J.G. Uniform,		BELT - PORTILLO UNIFORM ALLOWANCE ACCOUNTS PAYABLE	32.35	32.35
			01-00-2010-00	ACCOUNTS PATABLE	32,35	32.35
09/09/2025	AP	J.G. Uniform,	01-02-5715-00	BODY ARMOR - MARQUEZ UNIFORM ALLOWANCE	995.00	995.00
			01-00-2010-00	ACCOUNTS PAYABLE -	995.00	995.00
09/09/2025	AP	J.G. Uniform,	01-02-5715-00	BODY ARMOR - EBIBI UNIFORM ALLOWANCE	995.00	995.00
			01-00-2010-00	ACCOUNTS PAYABLE -	995.00	995.00
09/09/2025	АР	J.G. Uniform,	01-02-5715-00	VEST COVER - MARASCO UNIFORM ALLOWANCE ACCOUNTS PAYABLE	575.00	575.00
			01 00 1010 00	-	575.00	575.00
09/09/2025	AP	J.G. Uniform,		VEST COVER - PORTILLO UNIFORM ALLOWANCE ACCOUNTS PAYABLE	367.00	367.00
			01 00 2010 00	-	367.00	367.00
09/09/2025	АР	Ray O'Herron (Co. Inc. 01-02-5715-00 01-00-2010-00			378.85
			01-00-2010-00	-	378.85	378.85
09/09/2025	AP	Minuteman Pre	01-02-5720-00	BUSINESS CARDS-CANSINO PRINTING	45.10	
			01-00-2010-00	ACCOUNTS PAYABLE _		45.10
00 (00 (3035	4.5	Andanaan Land	ccano Cunnly	TOPSOIL RIGHT OF WAY	45.10	45.10
09/09/2025	AP	Anderson Land	01-04-6133-00 01-00-2010-00	Street Repair Materials ACCOUNTS PAYABLE	107.50	107.50
				-	107.50	107.50
09/09/2025	AP	Bluders Tree S	Service 01-04-5766-00 01-00-2010-00	EMERGENCY TREE REOVAL STORM DA TREE CARE ACCOUNTS PAYABLE	MAGE 550 M 1,500.00	1,500.00
			21 00 Z010-00		1,500.00	1,500.00
09/09/2025	AP	Westside Mecha	01-04-5770-00			
			01-00-2010-00	ACCOUNTS PAYABLE -	1,591.53	1,591.53
					T, 23T. 22	T, 22T. 22

Post Date	Journal	Description			
rost bate	Journal	GL Number	GL Description	DR Amount	CR Amount
09/09/2025	AP	Semper Fi Landscaping Inc 09-12-7190 09-00-2010	-07 SPECIAL PROJECT	MONITORING 2,000.00	2,000.00
				2,000.00	2,000.00
09/09/2025	AP	03-12-5605	WATER WOR AWWA FALL REGULATORY TRAINI -00 TRAINING & CONFERENCES -00 ACCOUNTS PAYABLE	NG WARD 134.00	134.00
		03 00 2010	70 Account TAME	134.00	134.00
09/09/2025	AP	Lombard Ace Hardware 01-04-5770		85.17	
		01-00-2010	-00 ACCOUNTS PAYABLE		85.17
				85.17	85.17
09/09/2025	AP	09-12-7190	neering, L STREAMBANK STABILIZATION -07 SPECIAL PROJECT -00 Accounts Payable	735.00	735.00
				735.00	735.00
09/09/2025	ENC	Christopher B. Burke Engi	neering, L PO 26-00009, STREAMBANK STA		
,,		09-12-7190	-07 SPECIAL PROJECT		735.00
		09-00-2010	-00 Accounts Payable	735.00	
				735.00	735.00
09/09/2025	AP		neering, L CURB REPLACEMENT - 6/29-7/2 -00 Curb and Gutter	138.20	
			-00 Curb and Gutter -00 ACCOUNTS PAYABLE	130.20	138.20
		03 00 2010	O ACCOUNTS TATABLE	138.20	138.20
09/09/2025	ENC	Christopher B. Burke Engi	neering, L PO 26-00008, CURB REPLACEMEN		230.20
05, 05, 2025	2.110		-00 Curb and Gutter		138.20
		05-00-2010	-00 ACCOUNTS PAYABLE	138.20	
				138.20	138.20
09/09/2025	AP	Cintas Corporation	1ST AID CABINET MAINTENANCE		
		01-04-5770	-00 BUILDING MAINTENANCE -00 ACCOUNTS PAYABLE	282.85	282.85
		01-00-2010	-VO ACCOUNTS FATABLE	282.85	282.85
09/09/2025	AP	Cintas Corporation	PD FLOOR MAT SERVICE	202.03	202.03
03/03/2023	AI.	01-04-5770		64.63	
		01-00-2010	-00 ACCOUNTS PAYABLE		64.63
				64.63	64.63
09/09/2025	AP	Cintas Corporation	CH FLOOR MAT SERVICE	120.00	
		01-02-5770	-00 BUILDING MAINTENANCE -00 ACCOUNTS PAYABLE	129.99	129.99
		01-00-2010	-00 ACCOUNTS PATABLE	129.99	129.99
09/09/2025	AP	Administrative Consulting 01-01-5600	Specialis GRANT WRITING AND ADMIN SER' -00 PROFESSIONAL/TECHNICAL SERVICE		129,99
			-00 ACCOUNTS PAYABLE		6,250.00
09/09/2025	ENC	Administrative Consulting	Specialis PO 26-00025, GRANT WRITING	6,250.00 AND ADMIN SER	6,250.00
			-00 PROFESSIONAL/TECHNICAL SERVICE		6,250.00
		01-00-2010	-00 ACCOUNTS PAYABLE	6,250.00	
				6,250.00	6,250.00
09/09/2025	АР	01-01-5600	Specialis GRANT WRITING AND ADMIN SER' -00 PROFESSIONAL/TECHNICAL SERVICE -00 ACCOUNTS PAYABLE	6,250.00	6,250.00
		01-00-2010	-00 ACCOUNTS FATABLE	6,250.00	6,250.00
09/09/2025	ENC	Administrative Consulting	Specialis PO 26-00025, GRANT WRITING		0,230.00
03, 03, 2023	Live	01-01-5600	-00 PROFESSIONAL/TECHNICAL SERVICE -00 ACCOUNTS PAYABLE	6,250.00	6,250.00
				6,250.00	6,250.00
09/09/2025	AP	Clark Hill P.L.C.	LEGAL SERVICES THROUGH 7/31,		•
		01-01-5674 01-00-2010		46,972.27	46,972.27
				46,972.27	46,972.27
09/09/2025	ENC	Clark Hill P.L.C. 01-01-5674			29,872.80
		01-00-2010	-00 ACCOUNTS PAYABLE	29,872.80	70 077 00
				29,872.80	29,872.80

Post Date	Journal	Description				
			GL Number	GL Description	DR Amount	CR Amount
09/09/2025	AP	Coeo Solutions		PHONE SERVICES - 8/15-9/14/2025	605.45	
			01-01-5665-00	PHONE SERVICE	625.47	
			01-02-5665-00		663.38	
			01-03-5665-00		284.30	
			01-11-5665-00 01-00-2010-00		322.21	1,895.36
			01-00-2010-00	ACCOUNTS TATABLE -	1,895.36	1,895.36
09/09/2025	AP	Comcast		PSB CABLE/INTERNET	,	-,
03, 03, 2022	,		01-04-5758-00	UTILITIES	268.30	
			01-00-2010-00	ACCOUNTS PAYABLE		268.30
					268.30	268.30
09/09/2025	AP	Comcast	01-04-5758-00	CH CABLE/INTERNET UTILITIES	159.81	
			01-00-2010-00		133.01	159.81
			02 00 2020 00		159.81	159.81
09/09/2025	AP	DuPage Cnv. &	Visitors Bureau	FY26 DUPAGE CONVENTION VISITORS		
03/03/2023	711	barage entre		MEMBERSHIP & ASSOCIATION FEES	14,608.32	
			01-00-2010-00	ACCOUNTS PAYABLE		14,608.32
					14,608.32	14,608.32
09/09/2025	ENC	DuPage Cnv. &	Visitors Bureau	PO 26-00020, FY26 DUPAGE CONVENT	TION VISI	11.500.33
				MEMBERSHIP & ASSOCIATION FEES	14 600 22	14,608.32
			01-00-2010-00	ACCOUNTS PAYABLE	14,608.32	14 600 72
00 (00 (000		0661	Calle , pick	CITY PROSECUTIONS - AUGUST 2025	14,608.32	14,608.32
09/09/2025	AP	Law Offices of	f John L. Fioti 01-01-5672-00		2,242.50	
			01-00-2010-00		2,212,00	2,242.50
					2,242.50	2,242.50
09/09/2025	ENC	Law Offices of	f John L. Fioti	PO 0000002389, CITY PROSECUTIONS		•
05, 05, 111			01-01-5672-00	PROSECUTIONS		2,242.50
			01-00-2010-00	ACCOUNTS PAYABLE	2,242.50	
					2,242.50	2,242.50
09/09/2025	AP	Law Offices of	f John L. Fioti	DUI PROSECUTIONS - AUGUST 2025	1 952 50	
			01-01-5672-00 01-00-2010-00	PROSECUTIONS ACCOUNTS PAYABLE	1,852.50	1,852.50
			01-00-2010-00	ACCOUNTS TATABLE	1,852.50	1,852.50
09/09/2025	ENC	Law Offices of	f John L. Fioti	PO 0000002389, DUI PROSECUTIONS	,	1,032.30
09/09/2023	ENC	Law Offices of	01-01-5672-00	PROSECUTIONS		1,852.50
			01-00-2010-00	ACCOUNTS PAYABLE	1,852.50	
				200	1,852.50	1,852.50
09/09/2025	AP	FOSTER & FOSTE		AMM ACTUARIAL VALUATION AND GAS		
				PROFESSIONAL/TECHNICAL SERVICE	3,250.00	3,250.00
			01-00-2010-00	ACCOUNTS PAYABLE	2 250 00	
00 (00 (2025		Danie 22 241	7070779 Homo Da	epot Cr PS MISCELLANEOUS SUPPLIES	3,250.00	3,250.00
09/09/2025	AP	Dept. 32 - 21:	01-04-6130-00		516.45	
			03-12-6190-00		338.20	
			01-04-6190-00		39.96	
			01-00-2010-00			556.41
			03-00-2010-00	ACCOUNTS PAYABLE		338.20
		_		265 -2 3025	894.61	894.61
09/09/2025	AP	In Balance IT		OFFICE 365 G3 - JULY 2025	1,910.15	
			01-01-6150-00 01-00-2010-00	SOFTWARE ACCOUNTS PAYABLE	1,510.13	1,910.15
			01-00-2010-00	——————————————————————————————————————	1,910.15	1,910.15
09/09/2025	AP	In Balance IT	Solutions IIC	MGD. BACKUPS W/EXCHANGE ON-PREM	1,510.15	1,510.15
03/03/2023	Δ'	In barance Ir	01-01-6151-00	HARDWARE	2,546.50	
			01-00-2010-00	ACCOUNTS PAYABLE		2,546.50
					2,546.50	2,546.50
09/09/2025	AP	In Balance IT		MO. MANAGED SERVICES SUPPORT FEI		
			01-01-5608-00	IT SERVICES	7,650.00	7 650 00
			01-00-2010-00	ACCOUNTS PAYABLE	7 (50 00	7,650.00
00/00/2025	EN.0	Tw palaces ==	colutions 115	PO 0000002382, MO. MANAGED SERV	7,650.00	7,650.00
09/09/2025	ENC	In Balance IT	01-01-5608-00	IT SERVICES	ICES SUPP	7,650.00
			01-01-3008-00	ACCOUNTS PAYABLE	7,650.00	.,
				-	7,650.00	7,650.00
					.,	,

Post Date	Journal	Description	GL Number	GL Description	DR Amount	CR Amount
09/09/2025	АР	KLA Production	01-01-5780-00	SUMMER CONCERT SERIES 2025 SPECIAL EVENTS ACCOUNTS PAYABLE	4,000.00	4,000.00
					4,000.00	4,000.00
09/09/2025	ENC	KLA Productio		PO 0000002405, SUMMER CONCERT SPECIAL EVENTS	SERIES 202	4,000.00
				ACCOUNTS PAYABLE	4,000.00	1,000100
					4,000.00	4,000.00
09/09/2025	AP	Flagg Creek Wa	ater Reclamation	Distr PSB SEWER SERVICE - 6/26-7/30	/2025	,
			01-04-5758-00		36.22	26.22
			01-00-2010-00	ACCOUNTS PAYABLE	35.33	36.22
00 (00 /2025		KLA Production	ac The	SUMMER CONCERT SERIES 2025	36.22	36.22
09/09/2025	ΑP	KLA Production		SPECIAL EVENTS	4,000.00	
				ACCOUNTS PAYABLE		4,000.00
				:	4,000.00	4,000.00
09/09/2025	ENC	KLA Production		PO 0000002405, SUMMER CONCERT	SERIES 202	
				SPECIAL EVENTS ACCOUNTS PAYABLE	4,000.00	4,000.00
			01-00-2010-00	ACCOUNTS PAYABLE	4,000.00	4,000.00
09/09/2025	AP	Rill Payment (Center Nicor Gas	wmf GAS SERVICE - 7/10-8/8/25	4,000.00	4,000.00
03/03/2023	Ar	Bill rayment v	03-12-5758-00		9.18	
			03-00-2010-00	ACCOUNTS PAYABLE		9.18
					9.18	9.18
09/09/2025	AP	Peerless Netwo		PHONE SERVICE	115 05	
				PHONE SERVICE PHONE SERVICE	115.95 115.94	
				ACCOUNTS PAYABLE	113.54	115.95
			03-00-2010-00			115.94
				,	231.89	231.89
09/09/2025	AP	Suburban Laboi	ratories, Inc.	COLIFORM BACTERIA COMPLIANCE		
				PROFESSIONAL/TECHNICAL SERVICE ACCOUNTS PAYABLE	48.00	48.00
			03-00-2010-00	ACCOUNTS PATABLE	48.00	48.00
09/09/2025	AP	Elago Creek Wa	ater Reclamation	Distr MONTHLY STATEMENT - 6/26-7/30		40.00
03/03/2023	Α'	ragg creek m	01-02-5758-00		160.29	
			01-00-2010-00	ACCOUNTS PAYABLE		160.29
					160.29	160.29
09/09/2025	AP	Jet Brite Car		CAR WASH	186.00	
				VEHICLE MAINT. & REPAIR ACCOUNTS PAYABLE	100.00	186.00
			0_ 00 _000		186.00	186,00
09/09/2025	AP	J.G. Uniform,	Inc.	UNIFORM - ELSNER		
, ,			01-02-5715-00		148.00	140.00
			01-00-2010-00	ACCOUNTS PAYABLE		148.00
00 (00 /2025	4.5	1.C. Uniform	Tnc	VEST COVER - ERIPT	148.00	148.00
09/09/2025	AP	J.G. Uniform,	01-02-5715-00	VEST COVER - EBIBI UNIFORM ALLOWANCE	225.49	
			01-00-2010-00			225.49
				•	225.49	225.49
09/09/2025	AP	J.G. Uniform,		VEST COVER - MARQUEZ	345.00	
			01-02-5715-00	UNIFORM ALLOWANCE ACCOUNTS PAYABLE	345.00	345.00
			01-00-2010-00	ACCOUNTS FATABLE	345.00	345.00
09/09/2025	AP	Entenmann-Rovi	in Co	POLICE COMM. BADGE	343.00	343.00
03/03/2023	~	Eli collinatii i i i i	01-10-6130-00		180.00	
			01-00-2010-00	ACCOUNTS PAYABLE		180.00
					180.00	180.00
09/09/2025	AP	Amazon Capital		MONTHLY INVOICE	75.98	
			01-02-5780-00 01-02-6120-00	SPECIAL EVENTS OFFICE SUPPLIES	604.06	
				NON-CAPITAL EQUIPMENT	124.94	
				UNIFORM ALLOWANCE	233.71	1 030 60
			01-00-2010-00	ACCOUNTS PAYABLE	1 030 55	1,038.69
					1,038.69	1,038.69

Post Date	Journal	Description	GL Number	GL Description	DR Amount	CR Amount
20 (00 (2025		WEED 0-11-3-1		COMMUNICATIONS SERVICES - AUGUS		
09/09/2025	AP	MECO Consulti	o1-01-5668-00		2,100,00	
			01-00-2010-00		•	2,100.00
				-	2,100.00	2,100.00
09/09/2025	ENC	MECO Consulti		PO 0000002413, COMMUNICATIONS S	ERVICES -	2 100 00
			01-01-5668-00 01-00-2010-00	COMMUNICATIONS ACCOUNTS PAYABLE	2,100.00	2,100.00
			01-00-2010-00	ACCOUNTS PATABLE —	2,100.00	2,100.00
09/09/2025	AP	RUNCO OFFICE	SUPPLIES AND EQ	UIPMENT PAPER, MOUSE PAD, FOAM CUPS	2,200.00	2,200.00
03, 03, 2020			01-02-6120-00	OFFICE SUPPLIES	242.11	212.44
			01-00-2010-00	ACCOUNTS PAYABLE		242.11
00 (00 (000			CURRITES AND EST	UT DMCNT, CDEAMED	242.11	242.11
09/09/2025	AP	RUNCO OFFICE	SUPPLIES AND EQU 01-01-6130-00		9.99	
			01-00-2010-00			9.99
					9.99	9.99
09/09/2025	AP	Semper Fi Lan		SPRING ROAD TRIBUTARY STABILIZA		
			09-12-7190-07 09-00-2010-00	SPECIAL PROJECT Accounts Payable	2,000.00	2,000.00
			03-00-2010-00	Accounts rayable —	2,000,00	2,000.00
09/09/2025	ENC	Semper Fi Lan	dscaping Inc	PO 26-00022, SPRING ROAD TRIBUT		2,000.00
03/03/2023	LINC	ocinper i i auti	09-12-7190-07	SPECIAL PROJECT		2,000.00
			09-00-2010-00	Accounts Payable	2,000.00	
				TABLE TO THE TABLE TABLE TABLE TO	2,000.00	2,000.00
09/09/2025	AP	Semper Fi Lan	09-12-7190-07	SPRING ROAD TRIBUTARY STABILIZA SPECIAL PROJECT	2.000.00	
			09-00-2010-00		2,000.00	2,000.00
					2,000.00	2,000.00
09/09/2025	ENC	Semper Fi Lan		PO 26-00022, SPRING ROAD TRIBUT	ARY STABI	
			09-12-7190-07	SPECIAL PROJECT	2,000.00	2,000.00
			09-00-2010-00	Accounts Payable —	2,000.00	2,000.00
09/09/2025	AP	SIKICH		FY25 AUDIT SERVICES	2,000.00	2,000.00
09/09/2023	AF	SIRICH	01-11-5600-00		20,000.00	
			01-00-2010-00	ACCOUNTS PAYABLE		20,000.00
					20,000.00	20,000.00
09/09/2025	ENC	SIKICH	01-11-5600-00	PO 26-00021, FY25 AUDIT SERVICE PROFESSIONAL/TECHNICAL SERVICE	S	20,000.00
			01-11-3600-00		20,000.00	20,000.00
				_	20,000.00	20,000.00
09/09/2025	AP	Special T Unl	imited	MENS WHITE POLO SHIRT - ALDERMA	N	
			01-01-6130-00		55.00	55.00
			01-00-2010-00	ACCOUNTS PAYABLE	FF 00	55.00
09/09/2025	AP	Special T Unl	imited	CH HR/FIN. DEPT. SHIRTS	55.00	33.00
09/09/2023	AF	Special I on	01-11-6130-00	· · · · · · · · · · · · · · · · · · ·	170.00	
			01-00-2010-00	ACCOUNTS PAYABLE		170.00
				200	170.00	170.00
09/09/2025	AP	Storino Ramel	lo & Durkin 01=01-5671-00	LEGAL FEES - JULY 2025 GENERAL LEGAL SERVICES	16,262.60	
			01-01-5673-00		4,336.95	
			01-01-5674-00		4,116.00	
			01-00-2010-00	ACCOUNTS PAYABLE		24,715.55
		1 1	7 0 - 11	0000002413	24,715.55	24,715.55
09/09/2025	ENC	Storino Ramel	01-01-5671-00	PO 0000002412, LEGAL FEES - JUL GENERAL LEGAL SERVICES	1 2023	16,262.60
			01-01-5673-00			4,336.95
			01-01-5674-00	LABOR RELATIONS	24 745	4,116.00
			01-00-2010-00	ACCOUNTS PAYABLE	24,715.55	34 745 75
00 (00 (2025	A.D.	Comcact		PD DIGITAL ADAPTERS - 8/28-9/27	24,715.55 /2025	24,715.55
09/09/2025	AP	Comcast	01-02-5758-00		53.25	
			01-00-2010-00			53.25
				-	53.25	53.25

Post Date	Journal	Description	Cl. Number	Cl. Description	DR Amount	CR Amount
·			GL Number	GL Description		CK Allouite
09/09/2025	AP	Flagg Creek Wa	01-04-5758-00		2025 5.91	F 01
			01-00-2010-00	ACCOUNTS PAYABLE	5,91	5.91
09/09/2025	AP	Elann Creek Wa	ater Reclamation	Distr CH SANITARY SERVICE - 6/26-7/		5.91
09/09/2023	Ar	ragg creek m	01-04-5758-00	UTILITIES	249.87	
			01-00-2010-00	ACCOUNTS PAYABLE		249.87
		and the section flat		CTREETS & WATER CORTER MAINT	249.87	249.87
09/09/2025	AP	Konica Minolta	Business Solut 01-04-5660-00	STREETS & WATER COPIER MAINT. EQUIPMENT MAINT & REPAIR	5.52	
			03-12-5660-00	EQUIPMENT MAINT & REPAIR	3.59	
			01-00-2010-00 03-00-2010-00	ACCOUNTS PAYABLE ACCOUNTS PAYABLE		5.52 3.59
			03-00-2010-00	ACCOUNTS PATABLE	9,11	9.11
09/09/2025	AP	Special T Unl	imited	SLEA RECRUIT UNIFORM - GARZA		3.11
,,		,		UNIFORM ALLOWANCE	564.00	564.00
			01-00-2010-00	ACCOUNTS PAYABLE		564.00
09/09/2025	AP	Chicago Tent I	1.0	BAL. DUE ON TENT, TABLES & CH	564.00 AIRS FOR JU	364.00
03/03/2023	O.	chreago rene i	01-01-5781-00		7,267.87	
			01-00-2010-00	ACCOUNTS PAYABLE		7,267.87
		-1.5		DO DE COORSE DATE DUE ON TENT	7,267.87	7,267.87
09/09/2025	ENC	Chicago Tent I	01-01-5781-00	PO 26-00026, BAL. DUE ON TENT JULY 4TH PROGRAMS	, TABLES Q	7,267.87
				ACCOUNTS PAYABLE	7,267.87	,
					7,267.87	7,267.87
09/09/2025	AP	Packey Webb Fo		SQUAD TIRE PRESSURE SENSORS VEHICLE MAINT. & REPAIR	250.88	
			01-02-3663-00		230.00	250.88
					250.88	250.88
09/09/2025	ΑP	Elmhurst Auto		SQUAD FILTERS	00.50	
			01-02-5663-00 01-00-2010-00		90.50	90.50
			01-00-2010-00	ACCOUNTS PATABLE	90.50	90.50
09/04/2025	AP	Robert J. Gonz	zini	BUILDING PLAN REVIEWS & INSPE		30.30
,,			01-03-5600-00		755.78	755 70
			01-00-2010-00	ACCOUNTS PAYABLE	755.78	755.78
09/04/2025	ENC	Robert J. Gonz	zini	PO 0000002387, BUILDING PLAN		/33./0
03/04/2023	LIVE	Kober e 3. dona	01-03-5600-00			755.78
			01-00-2010-00	ACCOUNTS PAYABLE	755.78	
00 (04 (2025				PROPERTY MAINTENANCE INSPECTI	755.78	755.78
09/04/2025	AP	Robert Yannot		CODE ENFORCEMENT	449.40	
				ACCOUNTS PAYABLE		449.40
					449.40	449.40
09/04/2025	ENC	Robert Yannot	01-03-5612-00	PO 0000002402, PROPERTY MAINT CODE ENFORCEMENT	ENANCE INSP	449.40
				ACCOUNTS PAYABLE	449.40	113110
					449.40	449.40
09/04/2025	AP	Orange Inspect		PLUMBING PLAN REVIEW & INSPEC		
			01-03-5600-00 01-00-2010-00	The state of the s	1,332.50	1,332.50
			01 00 2020 00		1,332.50	1,332.50
09/04/2025	ENC	Orange Inspect		PO 0000002393, PLUMBING PLAN	REVIEW & IN	
			01-03-5600-00 01-00-2010-00		1,332.50	1,332.50
			01-00-2010-00	ACCOUNTS PATABLE	1,332.50	1,332.50
09/09/2025	АР	Sonny Acres		PUMPKINS, CORNSTALKS AND HAY		2,332.30
00, 00, 2020			01-01-5780-01		1,091.78	1 001 70
			01-00-2010-00	ACCOUNTS PAYABLE	1 001 70	1,091.78
09/09/2025	AP	RECORD-A-HITS	TNC	DEPOSIT HALLOWEEN BOUNCE HOUS	1,091.78 ES	1,091.78
03/03/2023	ΑF	RECORD A HETS	01-01-5780-01		757.50	
			01-00-2010-00	ACCOUNTS PAYABLE		757.50
					757.50	757.50

Post Date	Journal	Description	GL Number	GL Description	DR Amount	CR Amount
09/09/2025	АР	Skydio Inc	09-12-7117-02 09-00-2010-00	DRONE WITH SOFTWARE FY26 UNMANNED AERIAL DRONE Accounts Payable	30,563.47	30,563.47
					30,563.47	30,563.47
09/09/2025	ENC	Skydio Inc		PO 0000002399, DRONE WITH SOF		,
05/05/2023	2.114	okyaro zno	09-12-7117-02	FY26 UNMANNED AERIAL DRONE		30,563.47
			09-00-2010-00	Accounts Payable	30,563.47	
					30,563.47	30,563.47
09/09/2025	AP	ALFATIHA CORP		NATIONAL NIGHT OUT ICE CREAM	2 100 00	
			01-02-5780-00	SPECIAL EVENTS	2,106.00	2,106.00
			01-00-2010-00	ACCOUNTS PAYABLE	2 106 00	
00/00/2025		United Talent	Coordinators	TALENT COORDINATORS - SUMMER	2,106.00	2,106.00
09/09/2025	AP	United latent	01-01-5780-00	SPECIAL EVENTS	16,850.00	
			01-00-2010-00	ACCOUNTS PAYABLE		16,850.00
					16,850.00	16,850.00
09/09/2025	ENC	United Talent	Coordinators	PO 0000002395, TALENT COORDIN	ATORS - SUM	
			01-01-5780-00	SPECIAL EVENTS	16 050 00	16,850.00
			01-00-2010-00	ACCOUNTS PAYABLE	16,850.00	
					16,850.00	16,850.00
09/09/2025	AP	VALVOLINE LLC	01 02 5662 00	SQUAD OIL VEHICLE MAINT. & REPAIR	1,824.20	
			01-02-5663-00 01-00-2010-00	ACCOUNTS PAYABLE	1,024.20	1,824.20
			01 00 2020 00	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	1,824.20	1,824.20
09/09/2025	AP	TILINOTS SECTI	ON AMERICAN WAT	FER WOR D'ANGELO TRAINING	1,021.20	1,0220
03/03/2023	, ,,	10211015 52011		TRAINING & CONFERENCES	56.00	
			03-00-2010-00	ACCOUNTS PAYABLE		56.00
					56.00	56.00
CASH/PAYABLE	TOTALS:					200 120 24
			01-00-2010-00			209,138.24 704.91
			03-00-2010-00 05-00-2010-00	ACCOUNTS PAYABLE ACCOUNTS PAYABLE		138.20
			09-00-2010-00	Accounts Payable		37,298.47
GRAND CASH/P.	AYABLE TOTA	AL:	** ** ***			247,279.82
TOTALS:						
			01-00-2010-00	ACCOUNTS PAYABLE	12 500 00	209,138.24
			01-01-5600-00		12,500.00 7,650.00	
			01-01-5608-00 01-01-5665-00		625.47	
			01-01-5668-00		2,100.00	
			01-01-5671-00	GENERAL LEGAL SERVICES	16,262.60	
			01-01-5672-00	PROSECUTIONS	4,095.00	
			01-01-5673-00	LITIGATION	4,336.95	
			01-01-5074-00	LABOR RELATIONS SPECIAL EVENTS PUMPKINS IN PARK JULY 4TH PROGRAMS	51,088.27 24,850.00	
			01-01-5780-01	PUMPKINS IN PARK	1,849.28	
			01-01-5781-00	JULY 4TH PROGRAMS	7,267.87	
			01-01-6130-00	SPECIAL EVENTS PUMPKINS IN PARK JULY 4TH PROGRAMS SUPPLIES SOFTWARE	64.99	
			01-01-6150-00	SOFTWARE	1,910.15 2.546.50	
			01-01-6151-00	EQUIPMENT MAINT & REPAIR	1,980.00	
				VEHICLE MAINT. & REPAIR	2,502.26	
				PHONE SERVICE	663.38	
				UNIFORM ALLOWANCE	5,346.52	
			01-02-5720-00		178.20 213.54	
			01-02-5758-00	BUILDING MAINTENANCE	264.99	
				SPECIAL EVENTS	2,181.98	
				OFFICE SUPPLIES	846.17	
			01-02-6190-00	NON-CAPITAL EQUIPMENT	4,809.07	
			01-03-5600-00	PROFESSIONAL/TECHNICAL SERVICE	2,088.28	
					440 40	
			01-03-5612-00	CODE ENFORCEMENT	449.40 284 30	
			01-03-5612-00 01-03-5665-00	CODE ENFORCEMENT PHONE SERVICE	284.30	
			01-03-5612-00 01-03-5665-00 01-04-5660-00	CODE ENFORCEMENT		
			01-03-5612-00 01-03-5665-00 01-04-5660-00	CODE ENFORCEMENT PHONE SERVICE EQUIPMENT MAINT & REPAIR PHONE SERVICE	284.30 5.52 115.95 720.11	
			01-03-5612-00 01-03-5665-00 01-04-5660-00 01-04-5665-00 01-04-5758-00 01-04-5765-00	CODE ENFORCEMENT PHONE SERVICE EQUIPMENT MAINT & REPAIR PHONE SERVICE UTILITIES LAWN MAINT	284.30 5.52 115.95 720.11 476.40	
			01-03-5612-00 01-03-5665-00 01-04-5660-00 01-04-5665-00 01-04-5758-00 01-04-5766-00	CODE ENFORCEMENT PHONE SERVICE EQUIPMENT MAINT & REPAIR PHONE SERVICE UTILITIES LAWN MAINT	284.30 5.52 115.95 720.11	

Post Date	Journal	Description	GL Number	GL Description	DR Amount	CR Amount
					1,012.92	
			01-04-6130-00		1,012.92	
			01-04-6133-00		39.96	
				NON-CAPITAL EQUIPMENT		
				MEMBERSHIP & ASSOCIATION FEES	14,608.32	
			01-10-6130-00		180.00	
			01-11-5600-00		23,250.00	
			01-11-5665-00		322.21	
			01-11-6130-00		170.00	-04.04
			03-00-2010-00			704.91
			03-12-5600-00	PROFESSIONAL/TECHNICAL SERVICE	48.00	
			03-12-5605-00	TRAINING & CONFERENCES	190.00	
			03-12-5660-00	EQUIPMENT MAINT & REPAIR	3.59	
			03-12-5665-00	PHONE SERVICE	115.94	
			03-12-5758-00	UTILITIES	9.18	
			03-12-6190-00	NON-CAPITAL EQUIPMENT	338.20	
			05-00-2010-00	ACCOUNTS PAYABLE		138.20
				Curb and Gutter	138.20	
				Accounts Payable		37,298.47
				FY26 UNMANNED AERIAL DRONE	30,563.47	
				SPECIAL PROJECT	6,735.00	
GRAND TOTAL:			VJ 25 .25V V.		247,279.82	247,279.82
ENCUMBRANCE T	OTALS:					
THEOMBIGATEL T	0111201		01-00-2010-00	ACCOUNTS PAYABLE	150,447.34	
			01-01-5600-00			12,500.00
			01-01-5608-00	IT SERVICES		7,650.00
			01-01-5668-00			2,100.00
				GENERAL LEGAL SERVICES		16,262.60
			01-01-5672-00			4,095.00
			01-01-5673-00			4,336.95
				LABOR RELATIONS		33,988.80
			01-01-5780-00			24,850.00
			01-01-5781-00			7,267.87
				UNIFORM ALLOWANCE		250.12
			01-03-5600-00			2,088.28
				CODE ENFORCEMENT		449.40
						14,608.32
			•	MEMBERSHIP & ASSOCIATION FEES		20,000.00
			01-11-5600-00		120 20	20,000.00
				ACCOUNTS PAYABLE	138.20	138.20
				Curb and Gutter	25 200 47	130.20
				Accounts Payable	35,298.47	20 562 47
				FY26 UNMANNED AERIAL DRONE		30,563.47
			09-12-7190-07	SPECIAL PROJECT		4,735.00
	ANCE TOTAL				185,884.01	185,884.01

CITY OF OAKBROOK TERRACE



Department Memo

Date: September 9, 2025

To: Mayor Paul Esposito

City Council

From: Tanya Walker, Interim City Administrator

RE: Investment Policy Update

Our Investment Policy has needed some updates since the original passing in 2001 through Resolution # Roo-14. Mayor Esposito and myself met with our Investment Portfolio Representatives from Sawyer Falduto back in March of 2025 to discuss how our investment package / funds were holding in the market today.

During our discussions we recognized that all of our invested funds which as of July 31st 2025 is holding \$ 4,571,443 of which more than 95% of those funds are currently in fixed income accounts (bonds , treasury notes etc.) and the other 5% held in Cash/Money Markets. As a reminder these funds are not currently used as our operating funds and solely for investment purposes. All remaining funds are with our Wintrust Accounts also earning interest. Also, during our discussions we talked about updating our current policy and recognized that the last time an update was presented was back in 2001 before the Police Pension Fund was moved to the state level for managing funds. Our investment team was able to send over a clear and accurate proposal to our updates. The City then sent to our attorney for review and aksed that a few adjustments be made to help differentiate between the Pension Fund and our City Funds along with protecting the City's funds etc.

The major change to this policy since 2001 is the changes in which the Pension Fund is handled through the state and no longer allowed to be managed at any City level.

ORDINANCE NO. 25 - 29

AN ORDINANCE AMENDING SECTION 34.24 ENTITLED "PERMITTED INVESTMENTS" OF CHAPTER 34 ENTITLED "FINANCE" OF TITLE III ENTILED "ADMINISTRATION" AND ADOPTING AN INVESTMENT POLICY FOR THE CITY OF OAKBROOK TERRACE, ILLINOIS

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

WHEREAS, Section 2.5 of the Public Funds Investment Act, 30 ILCS 235/2.5, authorizes the City Council to adopt and requires that the City be governed by a written investment policy appropriate to the nature of the funds, the purpose for the funds and the amount of the public funds within the investment portfolio;

WHEREAS, Public Act 101-0610, signed into law by Governor J. B. Pritzker on December 18, 2019, which provided for the mandatory consolidation of the investment assets of each local government's public safety pension funds into two investment funds, one for police officers (Article 3 of the Illinois Pension Code) and one for firefighters (Article 4 of the Illinois Pension Code) eliminated the City's responsibility to invest the City's police pension funds;

WHEREAS, Section 34.24 entitled "Permitted investments" of Chapter 34 entitled "Finance" of Title III entitled "Administration" of the Code of Oakbrook Terrace, Illinois, providing for the specification of permitted investments of the City's police pension fund is now rendered moot by the enactment of Public Act 101-0610; and

WHEREAS, the City Council has determined that it is in the best interest of the City to amend Section 34.24 entitled "Permitted investments" of Chapter 34 entitled "Finance" of Title III entitled "Administration" of the Code of Oakbrook Terrace, Illinois, and to adopt and be governed by a written investment policy, a copy of which is attached hereto, marked as Exhibit "A" and made a part hereof;

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

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

<u>Section 2</u>: Section 34.24 entitled "Permitted investments" of Chapter 34 entitled "Finance" of Title III entitled "Administration" of the Code of Oakbrook Terrace, Illinois, as amended, is hereby further amended to read as follows:

§ 34.24 Permitted investments.

Pursuant to Article 22B of the Illinois Pension Code, 40 ILCS 22B-101 *et seq.*, the assets of the City's police pension fund shall be administered and invested by the executive director and Board of Trustees of the Illinois Police Officers' Pension Investment Fund.

Section 3: The City hereby adopts the Investment Policy as set forth in Exhibit "A" and incorporated herein.

<u>Section 4</u>: If any provision of this ordinance, or the application of any provision of this ordinance, is held unconstitutional or otherwise invalid, such occurrence shall not affect other provisions of this ordinance, or their application, that can be given effect without the unconstitutional or invalid provision or its application. Each unconstitutional or invalid provision or application of such provision is severable, unless otherwise provided by ordinance.

Section 5: All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of the conflict.

Section 6: This ordinance shall be in full force and effect from and after its date of passage, approval and publication in pamphlet form as required by law.

ADOPTED this 9th day of September 2025, pursuant to a roll call vote as follows:

AYES:	
NAYS:	
ABSENT:	
ABSTENTION:	
APPROVED by me this 9 th day of Se	eptember.
	Paul Esposito, Mayor of the City of Oakbrook Terrace, DuPage County, Illinois
ATTESTED and filed in my office, this 9 th day of September.	
Michael Shadley, Clerk of the City of	_
Oakbrook Terrace, DuPage County, Illinois	

EXHIBIT "A"

CITY OF OAKBROOK TERRACE, ILLINOIS INVESTMENT POLICY

City of Oakbrook Terrace

Investment Policy

The City of Oakbrook Terrace, Illinois (the "City") is an Illinois home-rule municipal corporation. The purpose of this investment policy is to provide guidelines for the prudent investment of the funds by the City. It is the policy of the City to invest public funds in a manner which will provide the highest investment return while maintaining the maximum security and meeting the daily cash flow demands of the City and conforming to all state and local statutes governing the investment of public funds.

A. Scope

This investment policy applies to all financial assets of the City and to those parties responsible for its administration as described in this policy.

B. Investment Objectives

The primary objectives of the City, in order of priority, are as follows:

- 1. Legality: The investment of City funds shall be made in compliance with federal, state and other legal requirements.
- 2. Safety of Principal: Investments shall be undertaken in a manner that seeks to ensure the preservation of capital. As such, the City shall diversify the aggregate investments to ensure that adverse or unexpected results will not have an excessively detrimental impact on the entire portfolio. Diversification shall be interpreted to include diversification by asset type, characteristic, number of investments, and in the case of investment managers, investment style.
- 3. Liquidity of Funds: The investment portfolio shall remain sufficiently liquid to enable the City to pay all necessary obligations, immediate or long term, and meet all operating requirements, which might be reasonably anticipated.
- 4. Return on Investment: Assets shall be invested to achieve attractive real rates of return. Following the "prudent person" standard for preservation of capital, assets will be invested to achieve the highest possible rate of return, consistent with the City's tolerance for risk, as determined by the City in its role as a fiduciary. The City's investment portfolio shall be reviewed periodically as to its effectiveness in meeting the City's needs for safety, liquidity, rate of return, diversification and its general performance.

C. <u>Delegation of Authority</u>

Management responsibility for the investment program is borne by the City, which is establishing written procedures and investment guidelines for the operation of

the investment program, consistent with this investment policy. Management and administrative responsibility for the City's investment program is hereby delegated to the Finance Director, acting as the City Treasurer who, under the delegation of the City Council shall establish written procedures for the operation of the investment program consistent with this policy. Such procedures and guidelines may include explicit delegation of authority to other persons responsible for investment transactions and investment records. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures and guidelines established by the City. The City shall be advised of and have oversight over all appointees, and shall establish a system for internal controls to regulate the activities of the investment manager(s).

Parties which may be associated with the investment program:

1. The <u>City</u>

- **a.** Holds ultimate responsibility for the investment of funds and the appropriateness of its investment policy and its execution;
- **b.** Retains consultants, money managers and other advisors to implement and execute investment policy as it relates to the investment fund;
- **c.** Reviews adequacy or needs for change of this statement;
- **d.** Meets regularly and reviews reports concerning asset management of the investment;
- **e.** Engages a custodian;
- **f.** Defines investment policy, objectives and guidelines for the investment of funds, including risk tolerance; and
- **g.** Administers the investment in accordance with the Public Funds Investment Act (30 ILCS 235 *et seq.*).

2. The <u>Custodian</u>

- **a.** Accepts possession of securities for safekeeping; collects and disburses income; collects principal of sold, matured or called items; and provides accurate, timely market value pricing;
- **b.** Provides timely monthly statements which accurately detail all transactions in the accounts, as well as accurately describe all of the securities owned;
- **c.** Effects receipt and delivery following purchases and sales of securities on a timely and accurate basis; and

d. Ensures that all cash is productively employed at all times.

3. The <u>Investment Consultant (as necessary)</u>

- **a.** Assists the City in developing investment policy guidelines including asset class choices, asset allocation targets and risk diversification;
- **b.** Conducts investment manager searches when requested by the City;
- **c.** Provides the City with objective information on a broad spectrum of investment alternatives, and assists in evaluating the merits of each particular investment product;
- **d.** Evaluates investment managers as to their track records, management style and quality; and
- e. Monitors the performance of the aggregate investments and investment managers. Provides regular reports to the City to aid them in determining the progress toward meeting their investment objectives.

4. The Investment Managers (as necessary)

- **a.** Subject to overall investment guidelines established by the City, has full discretion over the management of the allocated assets;
- **b.** Serves as fiduciary; responsible for specific securities decisions;
- **c.** Will abide by the Illinois Public Funds Investment Act (30 ILCS 235, *et seq.*) and shall abide by the duties, responsibilities and guidelines detailed in any specific investment manager's agreement entered into by the manager and City;
- d. Shall prepare periodic reports (no less frequent than quarterly) detailing individually all investments, by class and type, the book value, the income earned and the market value and all account transactions since the last report;
- e. Shall communicate to the City any major changes in economic outlook, investment strategy, or other factors that affect implementation of their investment process, or the investment objectives; and
- f. Shall communicate to the City any qualitative change in the investment management organization. Examples include, but are not limited to change in portfolio management personnel, ownership structure, or investment philosophy.

D. Ethics and Conflict of Interest Policy

It is the policy of the City that no officers or other City employees shall also be an employee or have any interest in any institution, investment manager, whether individual or company, or investment advisor, whether individual or company, under any agreement with the City for the investment of City funds. Additionally, it is the policy of the City that all elected and appointed officials and employees of the City shall comply with the Public Officers Prohibited Activities Act (50 ILCS 105/3 et seq.).

E. Prudence

Investments shall be made with judgment and care, under circumstances then prevailing, by persons of prudence, discretion, and intelligence; experienced in the management of their own affairs, not for speculation, but for investment; considering the primary objective of safety as well as the secondary objective of attainment of market rates of return. The standard of prudence to be used by investment officials shall be that of a "prudent person" and shall be applied in the context of managing an overall portfolio. City officials, acting in accordance with written procedures and exercising due diligence, shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided that deviations for expectations are reported in a timely fashion, and appropriate action is taken to control adverse developments.

F. Prohibited Transactions

- 1. Prohibited transactions shall include, but are not limited to:
 - **a.** Short selling;
 - **b.** Margin transactions;
 - **c.** Transactions involving futures or option contracts;
 - **d.** Reverse repurchase agreements; and
 - e. Repurchase agreements other than those permitted by 30 ILCS 235(g) and (h).
- **2.** Prohibited investments shall include, but are not limited to:
 - a. CATS-ZERO Coupon;
 - **b.** TIFERS-ZERO Coupon;
 - **c.** TR-Treasury Receipt Zero Obligation;
 - **d.** CMO-Collateralized Mortgage Obligation; and

e. Sallie-Mae-Student Loan Marketing Association.

G. Investments - Generally

Except for the assets of the police pension fund, which is administered and invested by the executive director and Board of Trustees of the Illinois Police Officers' Pension Investment Fund, the City may invest the funds of the City only in investments authorized by Section 2 of the Illinois Public Funds Investment Act, 30 ILCS 235/2, as it may be amended from time to time, and as authorized by other applicable law. As of the date of adoption of this policy, permitted investments are:

- a. In bonds, notes, certificates of indebtedness, treasury bills or other securities now or hereinafter issued, which are guaranteed by the full faith and credit of the United States of America as to principal and interest;
- **b.** In bonds, notes, debentures, or other similar obligations of the United States of America or its agencies;
- c. In interest-bearing savings accounts, interest bearing certificates of deposit, or interest-bearing time deposits, or any other investments, constituting direct obligations of any bank as defined by the Illinois Banking Act;
- d. In short-term obligations of corporations organized in the United States with assets exceeding \$500,000,000 if: (i) such obligations are rated at the time of purchase at one of the three (3) highest classifications established by at least two (2) standard rating services and which mature less than ten (10) years from the date of purchase, (ii) such purchases do not exceed ten percent (10%) of the corporation's outstanding obligations, and (iii) no more than one-third of the City's funds may be invested in obligations of corporations;
- e. In money market mutual funds registered under the Investment Company Act of 1940, provided that the portfolio of any such money market mutual fund is limited to obligations described above, and to agreements to repurchase such obligations;
- f. In addition to any other investments authorized by law, the City may invest its public funds in interest bearing bonds of any county, township, city, village, incorporated town, municipal corporation, or school district. The bonds shall be rated at the time of purchase within the four (4) highest general classifications established by a rating service of nationally recognized expertise in rating bonds of states and their political subdivisions;

- g. Investments may be made only in banks that are insured by the Federal Deposit Insurance Corporation. The City may invest public funds in short-term discount obligations of the Federal National Mortgage Association or in shares or other form of securities legally issuable by savings banks or savings and loan associations incorporated under the laws of Illinois or any other state or under the laws of the United States. Investments may be made only in those savings banks which are insured by the Federal Deposit Insurance Corporation;
- h. The City may invest public funds in dividend-bearing share accounts, share certificate accounts, or class of share accounts of a credit union chartered under the laws of Illinois or the laws of the United States; provided, the principal office of such credit union must be located with the state of Illinois. Investments may be made only in those credit unions the accounts of which are insured by applicable law;
- i. The City may invest public funds in the Public Treasurer's Investment Pool created under Section 17 of the State Treasurer's Act, 15 ILCS 505/17;
- j. Any monies invested in interest bearing cash accounts and/or a savings and loan association, banks or credit unions must be insured by federal law or collateralized with Treasury Securities in an amount equal to 110% of the amount in any cash account whose balance exceeds current Federal Deposit Insurance Corporation (FDIC) limits; and/or
- **k.** Any other security authorized by law and pre-approved by the City Council.

H. <u>Investments – Police Pension Fund</u>

Pursuant to Article 22B of the Illinois Pension Code, 40 ILCS 22B-101 *et seq.*, the assets of the City's police pension fund shall be administered and invested by the executive director and Board of Trustees of the Illinois Police Officers' Pension Investment Fund.

I. <u>Investment Selection Criteria</u>

Investments of the City's funds shall be selected on the following basis:

a. Diversification

The investments shall be sufficiently diversified by security type and institution mitigating credit risk and maintaining liquidity which will ensure the preservation of principal.

b. Selection of Investment Instruments

The City shall invest any surplus funds for a specific maturity date that is required for either cash flow purposes or for conformance to maturity guidelines, if such instruments which would be most advantageous under prevailing market conditions, exist. Records shall be kept of all investments purchased or sold by the City in compliance with statues.

c. Investment Parameters - Operating Funds

To the extent possible, the City will attempt to match its investments with anticipated cash flow requirements. Maturity scheduling shall be timed according to anticipated need. The maximum maturity should not exceed three (3) years, and the portfolio duration should not exceed two (2).

d. Investment Parameters - Reserve Funds

Reserve funds and other funds with longer-term horizons may be invested in securities with the following guidelines: the maximum maturity should not exceed five (5) years, and the portfolio duration should not exceed three (3).

J. Specific Investment Goals

The City understands that in order to achieve its objectives for the investment of assets, the investments will experience volatility of returns and fluctuations of market value. Gains/losses will be viewed within the context of appropriate market conditions. The Treasurer, or in the absence of a Treasurer, the Finance Director acting as the Treasurer of the City, shall establish a set of benchmarks against which the performance of the City's investment program is to be measured. In the absence of establishing a benchmark, the City's investment program shall be measured against the return of the one- (1-) month United States Treasury yield.

K. Controls

The Treasurer, or in the absence of a Treasurer, the Finance Director acting as the Treasurer of the City, shall serve as the Chief Investment Officer and shall establish a system of controls, which shall be documented in writing. The internal controls shall be reviewed by and with the advice of an independent auditor. The controls shall be designed to prevent losses of public funds arising from fraud, employee error, and misrepresentation by third parties, unanticipated changes in financial markets or imprudent actions by employees and officers of the City or financial managers and advisors. The system of procedures and internal controls shall, at a minimum, include standards set by the Governmental Accounting Standards Board.

L. Selection Criteria for Investment Managers, Advisors and Institutions

All investment managers, investment advisors and institutions in which public funds are invested may be selected on the basis of request for proposals based on such criteria as are selected by the City. The criteria used may include, but not be limited to, fee structure, performance measures, security procedures, convenience of accessing funds, services included in fees, and community investment record among others. The Treasurer, or in the absence of a Treasurer, the Finance Director acting as the Treasurer of the City, shall maintain a list of financial institutions, security brokers and dealers authorized to provide investment services to the City.

M. Custody of Assets

All investments of the City's funds shall be clearly held and accounted for to indicate ownership by the City. The City shall direct the registration of securities in its own name or in the name of a fiduciary nominee for the City created for the express purpose of registration of securities by a national or state bank or trust company authorized to conduct a trust business in the State of Illinois. All security transactions, including collateral for repurchase agreements, entered into by the City shall be conducted on a delivery-versus-payment (DVP) basis. Securities will be held by an independent third-party custodian designated by the Treasurer, or in the absence of a Treasurer, the Finance Director acting as the Treasurer of the City, and evidenced by safekeeping receipts and a written custodial agreement.

N. <u>Illinois Sustainable Investing Act</u>

The City recognizes that material, relevant, and decision-useful sustainability factors have been or are regularly considered by the City, within the bounds of financial and fiduciary prudence, in evaluating investment decisions. Such factors include, but are not limited to: (1) corporate governance and leadership factors; (2) environmental factors; (3) social capital factors; (4) human capital factors; and (5) business model and innovation factors, as provided under the Illinois Sustainable Investing Act.

O. Reporting

The Treasurer, or in the absence of a Treasurer, the Finance Director acting as the Treasurer of the City, shall prepare an investment report at least quarterly which shall include a management summary that provides an analysis of the status of the current investment portfolio, transactions made over the last quarter and a statement of the market value of the City's investment portfolio. The management summary shall be prepared in a manner which will allow the City Council to ascertain whether the investment activities during the reporting period have conformed to this investment policy. The report shall be provided to the City Council and available on request. The report shall be in a format suitable for review by the general public. An annual report shall also be provided to the City Council.

P Effective Date

This policy was prepared under the authority of the City. The policy shall be effective immediately for all investments purchased after the date of its adoption. All investments of the City's funds shall be brought into compliance with the policy. A copy of the policy shall be provided to the independent auditor of the City.

Q. Policy Available to the Public

This investment policy shall be readily available to the public at the main administrative offices of the City.

R. Adoption

This Investment Policy is hereby adopted by the City on this 9th day of September 2025.

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

LEGAL REF.: 30 ILCS 235/0.01 et seq.; 40 ILCS 22B-101 et seq.; 50 ILCS 105/3 et seq.

ORDINANCE NO. 25 -

AN ORDINANCE AUTHORIZING THE PARTICIPATION IN THE DUPAGE COUNTY 2025 BULK ROCK SALT PROGRAM AND TO APPROVE AND AUTHORIZE THE EXECUTION OF A CONTRACT WITH COMPASS MINERALS AMERICA, INC. FOR THE PURCHASE OF ROCK SALT 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, in addition to its home-rule powers and pursuant to Article 11 of the Illinois Municipal Code, 65 ILCS 5/11, the City has the authority to maintain public roadways within its corporate limits;

WHEREAS, the City proposes to purchase rock salt to be used to de-ice roadways in the City for the public benefit (the "Materials");

WHEREAS, the Governmental Joint Purchasing Act (30ILCS 525/0.01 *et seq.*) authorizes governmental units to purchase personal property, supplies and services jointly with one or more other governmental units through a competitive bid process;

WHEREAS, the corporate authorities of the City have authority, pursuant to its Purchasing and Procurement Procedures (Sections 30.65 through 30.75, inclusive, of the Code of Oakbrook Terrace, Illinois) to purchase goods for which the price to be paid by the City has been established within one year preceding the letting of the proposed contract by the City, by open and competitive bidding through an intergovernmental group of municipalities or other local governments, or an agency of the federal, state or county governments;

WHEREAS, DuPage County administers a joint purchase program whereby it publicly advertises for sealed bids for the purchase of rock salt by DuPage County municipalities;

WHEREAS, On May 15, 2025, DuPage County advertised for bids for its 2025 Bulk Rock Salt Program in the Illinois Department of Transportation's Contractor's Bulletin; and at 2:00 p.m. on June 5, 2025, two (2) bids were received, publicly opened, examined and declared;

WHEREAS, of the bids received, opened and evaluated, the apparent lowest responsible bidder was Compass Minerals America Inc.;

WHEREAS, DuPage County evaluated the bids submitted and determined that the bid submitted by Compass Minerals America Inc. in the amount of Seventy and 79/100 Dollars (\$70.79) per ton payable on a unit price basis, for the units of Materials listed in the Proposal properly supplied and delivered to the City was the lowest bid submitted by a responsible bidder;

- **WHEREAS**, on June 24, 2025, DuPage County approved a resolution awarding a contract to Compass Minerals America Inc., 9900 W. 109th Street, Suite 100, Overland Park, Kansas 66210 for the purchase of rock salt; and
- **WHEREAS**, the City has determined that it is advisable, necessary and in the best interest of the City to enter into a Contract with Compass Minerals America Inc. for the supply of 400 tons of the Materials (the "Contract"), a copy of which Contract is attached hereto as Exhibit "A" and made a part hereof;
- **NOW, THEREFORE, BE IT ORDAINED** by the Mayor and the City Council of the City of Oakbrook Terrace, DuPage County, Illinois, as follows:
- Section 1: The facts and statements contained in the preamble to this ordinance are found to be true and correct and are hereby adopted as part of this ordinance.
- Section 2: The City Council hereby determines that it is advisable, necessary and in the public interest that the City participate in the DuPage County joint purchase program for the purchase of rock salt and that the City enter into a Contract with Compass Minerals America, Inc. for the supply of the Materials.
- <u>Section 3</u>: The Contract with all other necessary written contract documents attached shall be issued to or otherwise made available for execution by Compass Minerals America, Inc. for the supply of the Materials subject to the furnishing of the proper bonds and insurance.
- Section 4: The form, terms and provisions of the Contract and the separate exhibits as provided in the Contract for the supply of the Materials substantially in the form attached hereto as Exhibit "A," are hereby approved and provided that Compass Minerals America Inc. returns the Contract to the City within ten (10) days of the receipt of the Contract with all other necessary written contract documents attached, properly executed by it, along with the proper contract bonds and insurance, then the Mayor shall be and is hereby authorized and directed to execute and the City Clerk shall be and is hereby authorized and directed to attest on behalf of the City the Contract and with such terms therein, consistent with this ordinance as may be approved by the officials executing the same, their execution thereof shall constitute conclusive evidence of their approval of the same, subject to review and approval of such Contract by the Mayor and the Corporation Counsel. The officials, officers, employees and agents of the City are authorized to take such actions and execute such documents as are necessary to carry out the purpose and intent of this ordinance.

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1329502.1 2

and publication in accordance with law.

ADOPTED this 23rd day of September 2025, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this 23rd day of September 2025.

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

ATTESTED and filed in my office, this 23rd day of September 2025.

Michael Shadley, Clerk of the City of

Michael Shadley, Clerk of the City of

This ordinance shall be in full force and effect upon its passage and approval

1329502.1

Oakbrook Terrace, DuPage County, Illinois

Exhibit "A"

CONTRACT BETWEEN THE CITY OF OAKBROOK TERRACE, ILLINOIS, AND COMPASS MATERIALS AMERICA, INC. FOR THE PURCHASE OF ROCK SALT

1329502.1 Exhibit "A" - Contract



CONTRACT

by and between the

CITY OF OAKBROOK TERRACE, ILLINOIS

and

COMPASS MINERALS AMERICA, INC.

for the

2025 BULK ROCK SALT PROGRAM

1329502.1 Exhibit "A" - Contract

CONTRACT

This Contract is made this 23rd day of September 2025 between the City of Oakbrook Terrace, the "Department," and Compass Minerals America Inc., the "Contractor," for the City of Oakbrook Terrace 2025 Bulk Rock Salt Program.

In consideration of the payments to be made by the Department and of the mutual covenants herein set forth, the Department and the Contractor agree as follows:

ARTICLE 1. PERFORMANCE OF CONTRACT.

The Contractor at its own proper cost and expense shall perform the following work, furnish all materials and labor necessary to complete the work in full compliance with all of the terms and the requirements of this Contract, the General Conditions, Special Provisions, the Specifications, Contractor's Certification and the Contract Bond which are essential documents of and made a part of this Contract:

City of Oakbrook Terrace 2025 Bulk Rock Salt Program consisting of supplying bulk rock salt. designated by the Department in strict compliance with the Specifications, Special Provisions and Contract Bond which are essential documents of and made a part of this Contract.

ARTICLE 2. CONTRACT SUM AND PAYMENT.

The Department shall pay the Contractor for the performance of the work, at the unit price of Seventy and 79/100 Dollars (\$70.79) per ton, as set forth in the Contractor's Proposal, as full compensation for furnishing all the materials, for doing all work contemplated and specified in this Contract, for all loss or damage arising out of the nature of the work or from any action of the elements, or from any unforeseen difficulties which may be encountered in the prosecution of the same, for all risks of every description connected with the work, and for well and faithfully completing the work, and the whole thereof, in full compliance with the plans and contract documents, and within the time stated in the Proposal, hereby made a part of hereof, which time is hereby declared to be of the essence of this Contract. The quantities shown in the Proposal (400 tons) are approximate only and are subject to increase or decrease. The Contractor will receive, in full payment, the amount of the summation of the actual quantities, as finally determined, multiplied by the unit prices shown on the schedule of prices forming a part of this Contract.

The Department shall approve payment of and pay to the Contractor any and all fees, charges and amounts due to Contractor for work performed prior to the termination consistent with the requirements of the Local Government Prompt Payment Act (50 ILCS 505/4, et seq.). The Contractor shall comply with the requirements of the Local Government Prompt Payment Act (50 ILCS 505/4, et seq.).

ARTICLE 3. RESERVED

ARTICLE 4. GENERAL PROVISIONS.

1329502.1 Contract

- 4.1 **Governing Law.** This Contract shall be construed under and governed by the laws of the State of Illinois. All actions brought to interpret or enforce any provision of this Contract shall be brought in the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois.
- 4.2 **Appropriation.** This Contract shall become effective only after an appropriation therefor has been made. The term of this Contract shall be for one year following the effective date of the appropriation. If the Contract Time exceeds one year following the effective date of the appropriation, the term of this Contract shall extend to the end of the Contract Time provided that an appropriation therefor has been made by the Department in the subsequent year(s).
- 4.3 **Severability of Clauses.** If any term, covenant or condition of this Contract or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Contract or such other documents, or the applications of such term, covenant or condition, to persons or circumstances other than those as to which it held invalid or unenforceable shall not be affected thereby; and each term, covenant or condition of this Contract or such other document shall be valid and shall be enforced to the fullest extent permitted by law.
- 4.4 **Waiver of Breach.** The waiver by either party of any breach of this Contract shall not constitute a waiver as to any other breach.
- 4.5 **Written Notice.** Written notice between the Department and the Contractor shall be deemed to have been duly served if delivered in person, or if delivered by overnight delivery service or certified mail, return receipt requested, addressed to the respective party as follows:
 - A. If to the Department:

City of Oakbrook Terrace
17W275 Butterfield Road
Oakbrook Terrace, Illinois 60181

Attn: Ms. Tanya Walker, Interim City Administrator

E-mail: twalker@oakbrookterrace.net

B. If to Contractor:

Compass Minerals America Inc. 9900 West 109th Street, Suite 100 Overland Park, Kansas 66210 Attn: Edward C. Dowling, President

E-mail: highwaygroup@compassminerals.com

Either party may change its mailing address by giving written notice to the other party as provided above. Written notice shall be deemed to have been given on the second business day following the date of the mailing if sent through the U.S. postal service or on the first business day following the date of the mailing if sent by overnight delivery service.

1329502.1 Contract

Whenever this Contract requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this section.

- 4.6 **Obligations Survive.** The obligations or duties imposed upon the Contractor under the Contract shall survive any termination or closeout of the Contract.
- 4.7 **Successors and Assigns.** The Department and the Contractor each binds itself, its partners, successors and assigns and legal representative to the other party hereto and the partners, successors, assigns and legal representative of such other party with respect to all covenants, agreements and obligations contained herein.
- 4.8 **Independent Contractor.** The Contractor is an independent contractor and in providing its work under this Contract shall not represent to any third party that its authority is greater than that granted to it under the terms of the Contract.
- 4.9 **Work of Other Contractors.** The Department reserves the right to execute other agreements in connection with this program. The Contractor shall cooperate with the employees and representatives of the Department and/or any contractor or consultant retained by the Department; but the Contractor shall not be contractually responsible for the employees and representatives of the Department and/or any contractor or consultant retained by the Department.
- 4.10 **Non-Assignment.** The Contractor acknowledges that the Department is induced to enter into this Contract by, among other things, the qualifications of the Contractor. This Contract is exclusive between the Department and the Contractor. This Contract or any right or obligations hereunder may not be assigned by the Contractor, in whole or in part, to another firm without first obtaining prior permission in writing from the Department. The Department may refuse to accept any substitute Contractor for any reason.
- 4.11 **Right to Audit.** The Department shall have the right to have access to and audit all of the Contractor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to this Contract throughout the term and for a period of five years after final payment. The Contractor shall cooperate fully with any such audit and shall provide full access to all relevant materials. In addition, the Department or its authorized representative shall have access to the Contractor's facilities and shall be provided adequate and appropriate workspace, in order to conduct audits in compliance with this article. Failure to maintain the records required by this provision shall establish a presumption in favor of the Department for the recovery of any funds paid by the Department under the Contract for which adequate records are not available, through some fault of the Contractor, to support their purported disbursement.
- 4.12 **Entire Agreement.** This Contract consists of the following component parts, all of which are as fully a part of this Contract as if herein set out verbatim, or if not attached, as if attached hereto:
 - (a) Contract
 - (b) Contractor's Certification
 - (c) Contract Bond
 - (d) Standard Specifications for Road and Bridge Construction adopted January 1, 2022, as amended by the ERRATA to the Standard Specifications for Road

1329502.1 Contract

and Bridge Construction, adopted April 1, 2022, and revised January 1, 2024, hereinafter referred to as the "Standard Specifications for Road and Bridge Construction" all of the Supplemental Specifications listed in the contract documents and those Recurring Special Provisions and Recurring Local Roads and Streets Special Provisions, adopted January 1, 2024, indicated on the Check Sheet included in the contract documents supplement the Standard Specifications for Road and Bridge Construction, the Bureau of Design and Environment (BDE) Special Provisions, indicated on the Check Sheet included in the contract documents, and the "Manual for Materials Inspection," May 19, 2023, all issued by the State of Illinois, Department of Transportation and the "National Manual on Uniform Traffic Control Devices for Streets and Highways" (11th Edition, revised December 2023) supplemented by the "Illinois Supplement to the National Manual on Uniform Traffic Control Devices for Streets and Highways" (Revision 3, November 2021 Edition) issued by the Illinois Department of Transportation.

- Supplemental Specifications (e)
- (f) **Special Provisions**

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This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. This Contract may only be amended or a provision hereof waived by the parties by written instrument executed by authorized signatories of the Department and the Contractor. In case of conflict between the terms contained in the contract documents, those terms contained in the various contract documents shall control in the following order of precedence.

Special Provisions (1)

1329502.1 Contract

- Recurring Special Provisions checked on the Check Sheet (2)
- (3) Bureau of Design and Environment Special Provisions checked on Check Sheet
- Supplemental Specifications **(4)**
- (5) **Standard Specifications**
- Contract (6)
- Contract Bond **(7)**
- Contractor's Certification (8)
- (19)Contractor's Proposal

Note: The contract documents listed in subsection 4.12(d) are separate books that will not be furnished by the Department but shall be the responsibility of the Contractor to obtain at its own expense. The documents may be obtained from the Illinois Department of Transportation. See http://www.dot.state.il.us/dobuisns.html

Amendments. This Contract may only be amended or a provision hereof waived by the parties by written instrument executed by authorized signatories of the Department and the Contractor. This Contract is executed that day and year first written above.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized officers as of the dates below indicated.

Executed by the Contractor this 23rd day of September 2025.

	Contractor: Compass Minerals America Inc.
ATTEST:	By:Edward C. Dowling, President
By:Mary L. Frontczak, Secretary	
Executed by the Department this 23 rd day of Sep	
	Department: City of Oakbrook Terrace
	By:Paul Esposito, Mayor
ATTEST:	
By Michael Shadley, City Clerk	

1329502.1 Contract

FEDERAL TAXPAYER IDENTIFICATION NUMBER

Under penalties of perjury, I certify that Taxpayer Identification	the following is the Contractor's correct Federal
Number:	•
	Contractor: Compass Minerals America Inc.
	By:Edward C. Dowling, President

CONTRACTOR'S CERTIFICATION

The assurances hereinafter made by the Contractor, are each a material representation of fact upon which reliance is placed by the City of Oakbrook Terrace, Illinois, in entering into the contract with the Contractor. The City of Oakbrook Terrace, Illinois, may terminate the contract if it is later determined that the Contractor rendered a false or erroneous assurance; and the surety providing the performance bond shall be responsible for the completion of the contract.

I, Edward C. Dowling, hereby certify that I am the President of Compass Minerals America Inc., and as such hereby represent and warrant to the City of Oakbrook Terrace, Illinois, a unit of local government, that the Contractor, if it is a partnership, its general partners, and if it is a corporation, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are:

- 1. Not delinquent in the payment of taxes to the Illinois Department of Employment Security or the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
- 2. 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 2012 (720 ILCS 5/33E-3 and 5/33E-4);
- 3. Not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1.

In addition, the Contractor hereby represents and warrants to the City of Oakbrook Terrace, Illinois, as a condition of any agreement with the City of Oakbrook Terrace, Illinois, that the Contractor is under no legal prohibition on contracting with the City of Oakbrook Terrace, Illinois, has no known conflicts of interest and further specifically certifies that:

- 1. The Contractor is not delinquent in any obligation to the Illinois Department of Employment Security;
- 2. The Contractor maintains and will maintain a drug-free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) by:
 - A. Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the Contractor's workplace;
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition;
 - (3) Notifying the employee that, as a condition of employment on this Contract, the employee will:
 - a. Abide by the terms of the statement;
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
 - B. Establishing a drug-free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The Contractor's policy of maintaining a drug-free workplace;
- Any available drug counseling, rehabilitation, and employee assistance (3) program; and
- **(4)** The penalties that may be imposed upon employees for drug violations;
- C. Making it a requirement to give a copy of the statement required by Subsection A to each employee engaged in the performance of the Contract, and to post the statement in a prominent place in the workplace;
- D. Notifying the City of Oakbrook Terrace within ten (10) days after receiving notice under Paragraph A.3(b) from an employee or otherwise receiving actual notice of such conviction;
- E. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5:
- F. Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place; and
- G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
- 3. No City of Oakbrook Terrace officer, spouse or dependent child of a City of Oakbrook Terrace officer, agent on behalf of any City of Oakbrook Terrace officer or trust in which a City of Oakbrook Terrace officer, the spouse or dependent child of a City of Oakbrook Terrace officer or a beneficiary is a holder of any interest in the Contractor; or, if the Contractor's stock is traded on a nationally recognized securities market, that no City of Oakbrook Terrace officer, spouse or dependent child of a City of Oakbrook Terrace officer, agent on behalf of any City of Oakbrook Terrace officer or trust in which a City of Oakbrook Terrace officer, the spouse or dependent child of a City of Oakbrook Terrace officer or a beneficiary is a holder of more than one percent (1%) of the Contractor, but if any City of Oakbrook Terrace officer, spouse or dependent child of a City of Oakbrook Terrace officer, agent on behalf of any City of Oakbrook Terrace officer or trust in which a City of Oakbrook Terrace officer, the spouse or dependent child of a City of Oakbrook Terrace officer or a beneficiary is a holder of less than one percent (1%) of the Contractor, the Contractor has disclosed to the City of Oakbrook Terrace in writing the name(s) of the holder of such interest.
- 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 Contractor in violation of Section 30.33 of Chapter 30 the Code of Oakbrook Terrace, Illinois.
- The Contractor has not given to any officer or employee of City of Oakbrook Terrace any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item

1329502.1 Contractor's Certification Page 2 of 3

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 Section 30.33 of Chapter 30 the Code of Oakbrook Terrace, Illinois.

- In compliance with the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635) is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.
- 7. Neither the Contractor 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 Supplier 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 Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person.

Contractor: Compass Minerals America, Inc.

If any certification made by the Contractor changes or any term or condition on which a certification is based changes, which then renders the certification to be no longer valid, the Contractor shall so notify the City of Oakbrook Terrace in writing within seven (7) days.

2025

Dated: September

	compass ramous ramous, mo
	Ву:
	Edward C. Dowling, President
STATE OF ILLINOIS)) ss.
COUNTY OF)
Dowling, known to me to be the person and, being first duly swo	lic in and for the State and County aforesaid, hereby certify that Edward C. President of Compass Minerals America Inc. appeared before me this day in rn on oath, acknowledged that he executed the foregoing certification as his horized free act and deed of Compass Minerals America Inc.
Dated: September, 2025	Notary Public

1329502.1 Contractor's Certification

RETURN WITH BID



Material Proposal Schedule of Prices

	blic Agency			County	Section Number	er
DuPage	e County Division of Transportation			DuPage	25-0S/	ALT-02-MS
	Material P	roposal Sche	dule of Pric	es		
Group No.	Item(s)	Delivery	Unit	Quantity	Unit Price	Total
1	ROCK SALT	FOB	TON	10000	\$70.79	\$707,900.00
1	ROCK SALT (130% to 150%)	FOB	TON	The state of the s	\$70.79	The second secon
	Bio	dder's Total F	roposal for	Group 1		\$707,900.00
1	ROCK SALT	108	TON	45270	570 79	53 204 653.20
2	ROCK SALT EARLY DELIVERY	F09	TON	1650	370.73	5116,503.50
2 1	ROOK 84LT (130% to 150%)	FOS	TON		\$70.78	The second secon

The undersigned firm certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm. The undersigned firm further certifies that it is not barred from contracting with any unit of State or local government as a result of a violation of State laws prohibiting bid-rigging or bid rotating.

Bidder Sign	nature and Da	ate
Sum	Lies	6/30/25

- Sean Lierz, Senior Manager Highway Sales

Address	City	State	Zip Code
9900 W. 109th Street	Overland Park	KS	66210

RETURN WITH BID



Material Proposal Schedule of Prices

Local Pul	blic Agency			County	Section Numb	per
DuPage	e County Division of Transportation			DuPage	25-08	ALT-02-MS
	Material Pr	oposal Sche	dule of Price	es		
Group No.	Item(s)	Delivery	Unit	Quantity	Unit Price	Total
1	ROCK SALT	FOB	TON	10000	\$70.79	\$707,900.9
1	ROCK SALT (130% to 150%)	FOB	TON	10000	70.79	\$10.1700.
-	Bic	lder's Total F	roposal for	Group 1	\$	700,900.00
2	ROCK SALT	FOB	TON	45270	\$70.79	\$3,204,663,
2	ROCK SALT, EARLY DELIVERY	FOB	TON	1650	\$70.79	\$ 116,803.50
2	ROCK SALT (130% to 150%)	FOB	TON	and C	70.79	10-00-
	Bid	der's Total F	roposal for	Group 2	\$ 3	321,4(do. 80

The undersigned firm certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm. The undersigned firm further certifies that it is not barred from contracting with any unit of State or local government as a result of a violation of State laws prohibiting bid-rigging or bid rotating.

ate
6/3/25

Address	City	State	Zip Code
9900 W. 109th Street	Overland Park	KS	66210



DuPage County Finance Department Procurement Division 421 North County Farm Road Room 3-400 Wheaton, Illinois 60187-3978

REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	25-0SALT-02-MS
COMPANY NAME:	Compass Minerals America Inc.
CONTACT PERSON:	Sean Lierz
CONTACT EMAIL:	highwaygroup@compassminerals.com

Section II: Procurement Ordinance Requirements

Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the County, shall provide to the Procurement Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor to any incumbent County Board member, County Board chairman, or Countywide elected official whose office the contract to be awarded will benefit within the current and previous calendar year. The contractor, union, or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors, and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

Hae	the	Ridder	made	contributions	as described	ahove?
1105	LIIC	Digaci	mauc	CONTRIBUTIONS	as described	above:

|--|

🛛 No

If "Yes", complete the required information in the table below.

RECIPIENT	RECIPIENT DONOR (e.g., cash, type of item, in-kind services, etc.)		AMOUNT/VALUE	DATE MADE

Rev. 1-2025

All contractors and vendors who have obtained or are seeking contracts with the County shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

Has the Bidder had or will the Bidder have contact with lobbyists, agents, representatives or individuals who are or will be having contact with county officers or employees as described above.

Yes

□ No

If "Yes", list the name, phone number, and email of lobbyists, agents, representatives, and all individuals who are or will be having contact with county officers or employees in the table below.

NAME	PHONE	EMAIL
Sean Lierz, Sr., Manager Highway Sales	800-323-1641 option 2	highwaygroup@compassminerals.com
Joel Gerdes, Director US Highway Sales	800-323-1641 option 2	highwaygroup@compassminerals.com
Brenda Blunt, Customer Experience Spcl	800-323-1641 option 1	highwaygroup@compassminerals.com

Section III: Violations

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future County contracts. Continuing and supplemental disclosure is required. The Bidder agrees to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner;
- 30 days prior to the optional renewal of any contract;
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text of the County's Ethics Ordinance is available at:

http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/

The full text of the County's Procurement Ordinance is available at:

https://www.dupagecounty.gov/government/departments/finance/procurement/procurement ordinance and guiding principles.php

Section IV: Certification

By signing below, the Bidder hereby acknowledges that it has received, read, and understands these requirements, and certifies that the information submitted on this form is true and correct to the best of its knowledge.

Printed Name:	Joel Gerdes or Sean Lierz	Signature:
Title:	Director US Highway Sales	Date: 6/30/25
	Senior Manager Highway Sales	

Rev. 1-2025

RETURN WITH BID

ADDENDUM NO. 1

May 30, 2025

2025 SALT PURCHASE SECTION 25-0SALT-02-MS

The proposal documents include the following forms:

- Affidavit of Illinois Business Office
- References

These forms are **not** required and do not need to be included with the bid. A revised proposal book will not be issued.

By Order of
County of DuPage

(Awarding Authority)

William C. Eidson, P.E.
County Engineer

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BLR 12230	Local Agency Proposal Bid Bond
BLR 12241	Schedule of Prices
BLR 12326	Affidavit of Illinois Business Office
DuPage County	Required Vendor Ethics Disclosure Statement
Three (3) refere	nces form
IRS Form W-9:	Request for Taxpayer Identification Number and Certification

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STATE OF ILLINOIS

SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction", adopted January 1, 2022, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways", in effect on the date of invitation for bids and the "Supplemental Specifications and Recurring Special Provisions" indicated on the Check Sheet included herein which apply to and govern the proposed improvement designated as Section 25-0SALT-02-MS, and in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

BIDDING REQUIREMENTS AND CONDITIONS FOR MATERIAL PROPOSALS

(Illinois Department of Transportation Bureau of Local Roads and Streets Special Provision for BIDDING REQUIREMENTS AND CONDITIONS FOR MATERIAL PROPOSALS LRS Check Sheet #7)

Add the following to the section **Prequalification of Bidders**: "Prequalification is not required. Prospective bidders shall submit a Request for Authorization to Bid form to the DuPage County Division of Transportation. The Request for Authorization to Bid shall be submitted at least one business day prior to the public opening of proposals. Authorization to bid will be issued by the DuPage County Division of Transportation to prospective bidders who are qualified to perform the work."

Revise the first sentence of the section **Preparation of the Proposal** to read: "Bidders shall submit their proposals on the form furnished by the Awarding Authority or on a form approved by the Awarding Authority prior to submittal of the Proposal."

Add the following to the section Preparation of the Proposal: "Unit prices shall only be accepted rounded to the nearest one-hundredth (0.01) of a dollar."

Add the following to the section Preparation of the Proposal: "The low bidder shall complete and submit the IRS W-9 form included in this proposal within 48 hours of being notified as the low bidder. The form shall be emailed to Department at DOTBidInfo@dupagecounty.gov. Bidders may either submit the W-9 form with their bid proposal or wait to be notified that they are the low bidder.

Add the following to the section **Public Opening of Proposals**: "Proposals will only be accepted by bidders who have been issued an authorization to bid by the DuPage County Division of Transportation. Proposals submitted without authorization to bid will be returned unopened."

Add the following to the section Consideration of Proposals: "Each Awarding Authority or Agency may consider the amounts bid for their respective work and need not consider the total bid for all agencies."

Revise the first sentence of the section Requirement of Contract Bond to read: "The Contractor or Supplier shall furnish the Awarding Authority a performance and payment bond with good and sufficient sureties in an amount not less than twenty percent (20%) of the full amount of the award as the penal sum. The other participating agencies may require additional individual performance bonds against inadequate performance per all requirements of the bid documents."

SECTION 107 LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC

Add the following to Article 107.01: The Department will provide forms or a website for the Contractor and Subcontractors to enter and submit vendor information to comply with Public Act 102-0265.

Article 107.27 Insurance. In addition to the requirements of this Article, the policies of insurance for Commercial (Comprehensive) General Liability and Commercial (Comprehensive) Automobile Liability shall include an additional insured endorsement naming the County of DuPage, its officers and employees as additional insureds. The endorsements shall be on forms acceptable to the County of DuPage. This additional insured is to be on a primary and non-contributory basis and include a Waiver of Subrogation endorsement. Other agencies will require insurance with similar additional insured endorsements.

Employer's Liability insurance shall be in an amount not less than one million (\$1,000,000.00) dollars each accident/injury and one million (\$1,000,000.00) dollars each employee/disease.

Limits of Umbrella Excess Liability (over primary) shall not be less than an amount that in combination with Commercial General Liability totals \$6,000,000 of liability insurance per occurrence. The Umbrella Excess Liability Policy shall include in the "Who is Insured" pages of the policy wording such as "Any other person or organization you have agreed in a written contract to provide additional insurance" or wording to that affect. The contractor shall provide a copy of said section of the excess/umbrella liability policy upon request by the County of DuPage or other agency.

The Contractor shall require all subcontractors to maintain the same insurance coverage required of the contractor. The County of DuPage retains the right to obtain evidence of subcontractor insurance coverage at any time.

Replace the second sentence of the second paragraph (third to last paragraph) of this article with the following: "It is the duty of the Contractor to immediately notify the County of DuPage or other certificate holder if any insurance required under this contract has been cancelled, materially changed, or renewal has been refused, and the Contractor shall immediately suspend all work in progress and take the necessary steps to purchase, maintain and provide the required insurance coverage. If a suspension of work should occur due to insurance requirements, upon verification by the County of DuPage or other agency of the required insurance coverage, the County of DuPage or other agency shall notify the Contractor that the Contractor can proceed with the work that is a part of this contract. Failure to provide and maintain the required insurance coverage could result in the immediate cancellation of this contract, and the Contractor shall accept and bear all costs that may result from the cancellation of this contact due to Contractor's failure to provide and maintain the required insurance."

SECTION 109 MEASUREMENT AND PAYMENT

Article 109.08 Acceptance and Final Payment. Add the following to this Article: "Prior to final payment, an affidavit from the Contractor will be required."

SCOPE OF CONTRACT

This work consists of furnishing and delivering bulk rock salt to the DuPage County Division of Transportation ("County") and other local units of government within DuPage County ("Agencies") for snow and ice control.

TERM OF CONTRACT

This contract shall be in effect for one year from the date of issuance. DuPage County and other participating agencies reserve the right to renew this contract, or any part of this contract, for an additional one-year period, subject to acceptable performance by the contractor. DuPage County and other participating agencies may update their locations and quantities in the event of a renewal.

ESCALATOR PROVISION:

The unit price shall remain firm/fixed for the first year. Written requests for price revisions after the first year shall be submitted at least 60 days before the annual contract period. Requests shall be based upon and include documentation of the actual change in the costs of the components involved in the contract and shall not include overhead and profit. Changes in the contract price shall be made in the amount of the actual change in contractor cost or the percentage change in the U.S. Average Consumer Price Index for the Midwest Urban - per category "All Items," whichever is less. Surcharges for fuel and/or other costs shall not be allowed. Manufacturer and/or Warehouse Distributor's price sheets or an equivalent document showing the new pricing may be considered sufficient documentation for a price change. PRICE INCREASES SHALL NOT EXCEED 5.0%, FOR ANY YEAR. The County and other agencies reserve the right to reject any price increase request.

BULK ROCK SALT

MATERIALS

- Bulk Rock Salt shall meet the requirements of AASHTO Specification M143, Sodium Chloride Type 1, Grade 1
- Bulk rock salt shall be 95 to 98 percent pure sodium chloride.
- The maximum moisture content shall be no more than two and one-half percent (2.5%).
- Reclaimed or re-crushed rock salt will not be accepted.
- Deliveries of rock salt shall be free of any foreign materials (e.g., mud, rocks, wood, tarpaulins, etc.). The contractor shall be informed of the reason for rejection and removal within two (2) working days.
- All salt shall be lump-free. No salt with lumps larger than two (2) inches in diameter will be accepted and loads with lumps larger than two (2) inches will be rejected.
- Rejected loads shall be separated, and the contractor shall be informed of the reason for rejection.
 The contractor is required to replace the rejected load within 2 business days.

Bulk rock salt that does not meet the above standards may be rejected. Rejected loads will be replaced at the contractor's expense within 5 business days.

DELIVERY REQUIREMENTS

- DuPage County and other participating agencies will issue individual releases for bulk rock salt.
- Orders shall be shipped within three (3) working days from the order date and completed within seven (7) working days.
- Deliveries will not be accepted outside of agreed-upon hours.
- All order releases shall be delivered to completion unless mutually agreed upon.
- All salt deliveries shall be made with trucks equipped with tailgate dump trailers.
- All trucks shall be covered with approved waterproof material.
- The contractor shall ensure that upon delivery, the driver inspects the inside of the trailer and confirms that all salt has been removed before leaving the point of delivery.

- Each delivery shall be accompanied by a delivery ticket. The ticket shall be a certified scale ticket
 indicating the gross, tare, and net weight of each truckload of rock salt. The contractor shall ensure
 that all weights and measures shown on the delivery tickets are correct.
- Deliveries shall not be made without an authorized representative from the participating agency
 present during dumping.
- Delivery tickets shall be signed by an authorized representative from the agency.
- All agencies reserve the right to require that delivery trucks be directed to a local scale to check the
 accuracy of the delivered loads.
- The actual tonnage delivered by the contractor shall be within twenty (20) tons of the ordered tonnage unless mutually agreed upon by both parties.
- The contractor shall notify the agency of the trucking firm that will be delivering the salt, as well as the contact's name, address, and phone number of said trucking firm. The contractor shall supply the same information for the terminal location.
- The contractor and/or carrier shall call to schedule deliveries 24-48 hours in advance.
- The contractor shall be responsible for all deliveries, accepting order releases, and communicating order information to the trucking firms.
- The contractor is solely responsible for the carrier's failure to meet any of the requirements in this
 contract.

PRICING

- Each agency which awards a contract agrees to purchase a minimum of 80% of their quantities.
- If an agency does not utilize or order 80% of its Standard Delivery quantities by the end of the contract period, it agrees to pay the contractor for the remaining 80%. The undelivered rock salt shall be stored for up to 1 year from the contract expiration date. Delivery arrangements shall be mutually agreed upon between the agency and the contractor. The contractor will handle this at no additional charge.
 - The agency agrees to notify the contractor of the remaining salt balance and to arrange for payment prior to the expiration of the contract.
 - The agency agrees to accept all the remaining salt from the prior year before placing any orders from a new contract.
- Unit prices shall be honored up to 130% of the quantities listed in the Schedule of Prices.
 If a unit price is not entered for this item, then the unit price for ROCK SALT shall be used.
- Bidders shall enter a unit price for quantities greater than 130% and less than 150%.
- Early Delivery pricing shall apply to those agencies for which quantities have been designated in the Schedule of Prices and when salt is ordered for delivery between May 1 and December 1 of any year. Agencies without quantities designated for early delivery may order salt prior to December 1 but would not receive the pricing to reflect such early delivery.

GROUP 1

Deliveries shall be made Monday through Friday excluding weekends and holidays between the listed hours. Arrangements can be made for after-hours and weekend deliveries to maintain a prompt order delivery schedule. DuPage County Division of Transportation sites include:

- 140 N. County Farm Road, Wheaton IL 6:30 a.m. 2:00 p.m.
- 7900 S. Rt 53, Woodridge IL 7:00 a.m. 2:00 p.m.

GROUP 2

The contractor and the participating agencies will agree upon delivery conditions and hours after the contract is awarded.

Group 2 delivery sites and contacts include:

Municipality	Primary Contact	Bill To Address	CL: T. A.I.		l Quantities ons)
			Ship-To Address	Early Delivery	Standard Delivery
Addison Township	Don Holod donh@addisontownship.com	411 West Potter Street Wood Dale, IL 60191	411 West Potter Wood Dale, IL 60191	-	600
Addison, Village of	Ron Remus rremus@addison-il.org	1491 W Jeffrey Drive Addison, ILlinolis 60101	1491 W Jeffrey Drive Addison, ILlinois 60101	-	2,200
Aurora, City of	Jolene Coulter coulterj@aurora.il.us	44 E. Downer Place Aurora, IL 60507	Site 1: 720 N. Broadway Site 2: 2100 E. New York Street Aurora, IL 60505	-	5,000
Bartlett, Village of	Mike Warmus mwarmus@bartlettil.gov	228 S. Main St Bartlett, IL 60103	Site 1: 1150 Bittersweet Dr Site 2: 315 E. Devon Ave Bartlett, IL 60103	-	500
Bensenville, Village of	Frank Palumbo fpalumbo@bensenville.il.us	12 S. Center St Bensenville, IL 60106	717 E. Jefferson St Bensenville, IL 60106	_	500
Bloomingdale Township	Bob Nogan highway@bloomingdaletownship .com	6N030 Rosedale Ave Bloomingdale, IL 60108	6N030 Rosedale Ave Bloomingdale, IL 60108	-	1,200
Bloomingdale, Village of	Elias Vega vegae@vil.bloomingdale.il.us	201 South Bloomingdale Road Bloomingdale, IL 60108	305 Glen Ellyn Road Bloomingdale, IL 60108	-	1,300
Carol Stream, Village of	Jason Pauling jpauling@carolstream.org	500 North Gary Ave. Carol Stream, IL 60188	124 Gerzevske Lane Carol Stream, IL 60188	-	1,700
Clarendon Hills, Village of	Brendan McLaughlin bmclaughlin@clarendonhills.us	1 N Prospect Clarendon Hills, IL 60514	452 Park Avenue Clarendon Hills, IL 60514	-	400
Darien, City of	Dan Gombac dgombac@darienil.gov	1702 Plainfield Rd. Darien, IL 60561	1041 S. Frontage Rd. Darien, IL 60561	-	1,500
Downers Grove Township	Dave Smith highway@dgtownship.com	4340 Prince St. Downers Grove, IL 60515	318 E Quincy Westmont, IL 60559	100	1,100

Downers Grove, Village of	John Tucker jtucker@downers.us	5101 Walnut Ave Downers Grove, IL 60515	5101 Walnut Ave Downers Grove, IL 60515	1,200	-
DuPage Airport Authority	Karin Kietzman kkietzman@dupageairport.gov	2700 International Drive Suite 200 West Chicago, IL 60185	Maintenance Building 2751 Aviation Avenue West Chicago, IL 60185	-	120
Elmhurst, Village of	Kim McGrew kim.mcgrew@elmhurst.org	209 N York St Elmhurst, IL 60126	985 S Riverside Dr Elmhurst, IL 60126	-	2,500
Glen Ellyn, Village of	Justin Ross jross@glenellyn.org	535 Duane St. Glen Ellyn, IL 60137	<u>Site 1:</u> 30 S. Lambert <u>Site 2:</u> 1051 St. Charles Rd. Glen Ellyn, IL 60137	350	950
Hanover Park, Village of	Thomas Moore tmoore@hpil.org	2041 West Lake Street Hanover Park, IL. 60133	2041 west Lake Street Hanover Park, IL. 60133	-	1,200
Hinsdale, Village of	Rich Roehn rroehn@villageofhinsdale.org	19 E Chicago Ave Hinsdale, IL 60521	225 Symonds Dr Hinsdale, IL 60521	-	600
Itasca, Village of	Michael Subers msubers@itasca.com	411 N. Prospect Ave. Itasca, IL 60143	411 N. Prospect Ave. Itasca, IL 60143	-	1,000
Lisle Township	Marty Srail highway@lisletownship.com	4719 Indiana Ave. Lisle, IL 60532	4719 Indiana Ave. Lisle, IL 60532	-	800
Lisle, Village of	Jason Elias jelias@villageoflisle.org	925 Burlington Ave Lisle, IL 60532	4905 Yackley Ave Lisle, IL 60532	-	1,200
Lombard, Village of	Tom Ellis ellist@villageoflombard.org	255 E Wilson Ave. Lombard, IL 60148	Site 1: 1135 N Garfield Site 2: 282 E Central Ave. Lombard, IL 60148	-	3,500
Milton Township	Gary Muehlfelt Kasi Steinhilber mthd@miltonhighway.com	23 W 040 Poss St. Glen Ellyn, IL 60137	23 W 040 Poss St. Glen Ellyn, IL 60137	-	1,200
Naperville Township	Eddie Bedford eddieb@napervilletownship.com	31 W 331 North Aurora Road Naperville, IL 60563-1719	31 W 331 North Aurora Road Naperville, IL 60563-1719	-	400
Oak Brook, Village of	John Temes jtemes@oak-brook.org	1200 Oak Brook Rd Oak Brook, IL 60523	640 Oak Brook Rd Oak Brook, IL 60523	-	400

Totals		-		1.650	45,270
York Township	Dan Lindeen road@yorktownshiproad.com	19W475 Roosevelt Rd. Lombard, IL 60148	19W475 Roosevelt Rd. Lombard, IL 60148	-	800
Woodridge, Village of	Chris Bethel cbethel@woodridgeil.gov	1 Plaza Drive Woodridge, IL 60517	7245 Janes Avenue Woodridge, IL 60517	-	1,800
Wood Dale, City of	Layla Werner lwener@wooddale.com	790 N Central Avenue Wood Dale, IL 60191	790 N Central Avenue Wood Dale, IL 60191	-	700
Winfield, Village of	Tye Loomis tloomis@villageofwinfield.com	27 W 465 Jewell Road Winfield, IL. 60190	OS 040 Wynwood Road Winfield, IL. 60190	-	500
Winfield Township	John S Dusza road@winfieldtownship.com	30W575 Roosevelt Rd West Chicago, IL 60185	30W575 Roosevelt Rd West Chicago, IL 60185	-	400
Willowbrook, Village of	Rick Valent Rvalent@willowbrook.il.us	835 Midway Dr Willowbrook, IL 60527	700 Willowbrook Centre Parkway Willowbrook, IL 60527	-	300
Wheaton, City of	Tony Sperkowski asperkowski@wheaton.il.us	303 W. Wesley St Wheaton, IL 60187	821 W. Liberty Dr Wheaton, IL 60187	-	2,000
Westmont, Village of	Melissa Brendle mbrendle@westmont.il.gov	155 E. Burlington Ave. Westmont, IL 60559	155 E. Burlington Ave. Westmont, IL 60559	-	600
West Chicago, City of	Jake Whiteaker jwhiteaker@westchicago.org	475 Main Street West Chicago, IL 60185	Site 1: 1350 W Hawthorne Ln. Site 2: 135 W. Grandlake Blvd. West Chicago, IL 60185	-	1,600
Wayne Township	Martin McManamon wtrd@sbcglobal.net	4N230 Klein Rd. West Chicago, IL 60185	4N230 Klein Rd. West Chicago, IL 60185	-	300
Warrenville, City of	Phil Kuchler pkuchler@warrenville.il.us	3S258 Manning Avenue Warrenville, IL 60555	3S346 Mignin Drive Warrenville, IL 60555	-	1,000
Schaumburg, Village of	Adam Domek adomek@schaumburg.com	101 Schaumburg Ct Schaumburg, IL 60193	714 S Plum Grove Rd Schaumburg, IL 60193	-	5,000
Oak Brook Terrace, City of	Craig Ward cward@oakbrookterrace.net	City of Oakbrook Terrace Attn Craig Ward Public Works Director 17W275 Butterfield Road Oakbrook Terrace, IL 60181	Site 1: Oakbrook Terrace Public Services 17W130 Butterfield Road Site 2: IDOT Salt Dome 17W125 Butterfield Road	-	400

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INVOICING

The original invoice shall be presented for payment in accordance with the instructions contained in the purchase order. Invoices shall include a reference to the purchase order number and be submitted to the correct address for processing. The County shall pay all invoices for Group 1 pursuant to 50 ILCS 505, "Local Government Prompt Payment Act". Payment will not be made on invoices submitted later than six months (180 days) after delivery of goods and any statute of limitations to the contrary is hereby waived.

Invoices shall be reconciled with submitted weight tickets and include the delivery date, order number, and shipped quantities, which shall match delivery tickets.

LIQUIDATED DAMAGES

From December 1 through April 30, if the contractor is unable to make delivery within seven (7) business days from the date of order, each agency shall have the right to retain \$.20 per ton, per calendar day as liquidated damages on the undelivered portion of the order. An order placed before 12:00 p.m. on any business day (Monday through Friday, except holidays) would be considered the first business day of the seven (7) business day delivery period. For orders placed after 12:00 p.m. on a given day, the following day would be considered the first business day of the seven (7) day delivery period. If after seven (7) days of liquidated damage assessment, the contractor fails to deliver as required, each agency may take action to remedy the failure of the contractor's performance without prior notification of such failure. This may include termination of the order and purchase of salt from other sources or taking action consistent with public safety as needed to continue business. Any or all additional costs may be collected from the contractor, in addition to any liquidated damage.

STOCKING REQUIREMENTS

Upon receiving the notice of award (purchase order), the contractor must submit a list of delivery contacts, including email and phone number, to DuPage County and other participating agencies within 10 days. The contractor must also provide an emergency contact person's name and phone number in case the stockpile contact is not responsive.

Within thirty (30) days of the notice of award (issuance of purchase order), the contractor must provide DuPage County with their salt source and local terminal information. One hundred thirty percent (130%) of the standard delivery quantity listed must be in stock at a local terminal by November 1st. DuPage County reserves the right to inspect the contractor's local terminal to verify the quantity and condition of salt, as required in the specifications.

The contractor shall have enough rock salt in Illinois or near its borders to satisfy contractual requirements. Such stockpiles shall be near enough to delivery points for timely delivery as required by contractual requirements.

Freezing of waterways and other impacts to delivery shall be reasonably anticipated by the contractor and are not a cause to claim force majeure.

USAGE REPORTS

The contractor may be required to submit a semi-annual report on orders placed against the contract. The report format shall contain the contractor's name, item number, and contract term at the top of the page. The report shall indicate the period covered by the report starting from the date the first order is received and ending with the date it is prepared. The report must be organized as follows:

Delivery Location	Delivery Date	Delivery Ticket #	Qty	Unit Price	Extended Price

The contractor may be requested to produce reports within a particular time frame, i.e. the fiscal year. These reports must be furnished within seven (7) business days of request. Reports are to be forwarded to Michael.Figuray@Dupagecounty.gov and Roula.Eikosidekas@DuPagecounty.gov.

BASIS OF PAYMENT

This work will be paid for at the contract unit price per ton for ROCK SALT, or ROCK SALT (130% to 150%), or for ROCK SALT, EARLY DELIVERY. The rock salt shall be bid F.O.B. destination, with all freight and transportation charges included in the bid price. The term F.O.B. Destination shall mean delivered to a specified location.

INDEX FOR SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2025

This index contains a listing of SUPPLEMENTAL SPECIFICATIONS, frequently used RECURRING SPECIAL PROVISIONS, and LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS.

ERRATA Standard Specifications for Road and Bridge Construction (Adopted 1-1-22) (Revised 1-1-25)

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407 Hot-Mix Asphalt Pavement (Full-Depth)	
420 Portland Cement Concrete Pavement	
502 Excavation for Structures	
509 Metal Railings	
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542 Pipe Culverts	
550 Storm Sewers	
586 Granular Backfill for Structures	
630 Steel Plate Beam Guardrail	
632 Guardrail and Cable Road Guard Removal	
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665 Woven Wire Fence	
701 Work Zone Traffic Control and Protection	
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1102 Hot-Mix Asphalt Equipment	78



Check Sheet for Recurring Special Provisions

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Local Public Agency		County	Section Number	
County of DuPage			DuPage	25-0SALT-02-MS
Check th	is box for	lettings prior to 01/01/2025		
The Following	g Recurrin	g Special Provisions Indicated By An "X" Are Applical	ble To This Contract And Ar	e Included By Reference:
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Station Numbers in Pavements or Overlays

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Local Public Agency	County	Section Number
County of DuPage	DuPage	25-0SALT-02-MS

The Following Local Roads And Streets Recurring Special Provisions Indicated By An "X" Are Applicable To This Contract And Are Included By Reference:

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