

City of Oakbrook Terrace

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



City Council Regular Meeting Agenda

Tuesday, October 14th, 2025 at 7:00 PM

Council Chambers - City Hall - 17W261 Butterfield Road



CITY COUNCIL REGULAR MEETING AGENDA

Tuesday, October 14th, 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**
 - 1. Meeting Minutes of September 23rd, 2025.
- VI. PUBLIC PARTICIPATION**
- VII. ACTION ITEMS / CONSENT AGENDA**
 - 1. Payment of City Bills: October 14th, 2025, In the amount of \$466,910.34.
 - 2. An Ordinance Appointing a City Administrator and to Approve and Authorize the Execution of the City Administrator's Employment Agreement for the City of Oakbrook Terrace – Tanya Walker – 2025.
- VIII. ITEMS REMOVED FROM THE CONSENT AGENDA**
- IX. RECESS TO COMMITTEE OF THE WHOLE**
- X. MAYOR ESPOSITO**
 - Notice of Appointment of Frank Siciliano as a Police Pension Fund Trustee.

Please note that the power to appoint Frank Siciliano as a police pension fund board trustee is vested in the Mayor (City Code Sect. 33.070). His power of appointment does not need the advice and consent of the city council. Therefore, no ordinance, resolution or other action of the city council is required. The appointment is made by Notice of Appointment issued by the Mayor. Frank Siciliano then takes the Oath of Office. Once he is sworn in, the Oath of Office is to be filed in the City Clerk's office. (City Code Sect. 32.001) and the Mayor issues a Certificate of Appointment and a Warrant of Commission also to be filed in the City Clerk's office.

XI. COMMITTEE OF THE WHOLE

1. Resolution Authorizing and Approving an Illinois Elevator Safety Program Agreement – City of Oakbrook Terrace and the Office of the State Fire Marshal of Illinois – 2025.

XII. COUNCIL MEMBER COMMENTS

XIII. CITY ATTORNEY

XIV. CITY CLERK

XV. CITY ADMINISTRATOR

XVI. RECONVENE THE CITY COUNCIL MEETING

XVII. RECESS TO EXECUTIVE SESSION, if necessary

XVIII. EXECUTIVE SESSION

XIX. RECONVENE THE CITY COUNCIL MEETING

XX. NEW BUSINESS

1. An Ordinance Amending the Provisions of Section 30.35, Entitled "Council to Act as A Body" of Chapter 30, Entitled "General Provisions" of Title III Entitled, "Administration" of the Code of Oakbrook Terrace, Illinois.
2. An Ordinance Approving and Ratifying the Issuance of a Purchase Order for the Purchase of One 2024 Ford F150 Police Responder for the City of Oakbrook Terrace.

XXI. ADJOURN

Next Regular City Council Meeting Tuesday, October 28th, 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, September 23rd at 7:00 PM

Council Chambers - City Hall - 17W261 Butterfield Road



CITY COUNCIL REGULAR MEETING MINUTES

Tuesday, September 23rd, 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 September 23rd, 2025, Regular and Committee of the Whole Meeting of the City Council to order at 7:00 PM.

II. ROLL CALL

Roll call indicated the following City Council members in attendance:

Present: Barbari, Biskup, Fitzgerald, Greco, Rada, Sarallo and Mayor Esposito

Absent: None

Also in attendance: City Clerk M. Shadley, Acting City Administrator: T. Walker, and City Attorney R. Ramello.

III. Mayor Esposito led everyone in the Pledge of Allegiance.

IV. ADDITIONS OR DELETIONS TO THE AGENDA

None

V. APPROVAL OF MINUTES - CHANGES OR CORRECTIONS

Meeting Minutes of September 9th, 2025

A motion to approve the Regular City Council Meeting Minutes from September 9th, 2025 was made by Alderwoman Fitzgerald and seconded by Alderman Barbari.

Ayes: Barbari, Biskup, Fitzgerald, Greco, Rada, and Sarallo
Nayes: None
Absent: None

VI. PUBLIC PARTICIPATION
None

VII. ACTION ITEMS / CONSENT AGENDA

1. Payment of City Bills: September 23rd, 2025, in the amount of \$299,127.22.
2. Ordinance No. 25-30 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.

Motion to approve the Action Items/Consent Agenda of the September 23rd, 2025, Regular City Meeting and Committee of the Whole made by Alderman Rada and seconded by Alderman Greco.

Ayes: Barbari, Biskup, Fitzgerald, Greco, Rada and Sarallo.
Nayes: None
Absent: None

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 Greco and seconded by Alderman Sarallo. An acclamation vote was taken.

X. MAYOR ESPOSITO

Pumpkins in the Park will be held on Saturday, 10/11, at Dorothy Drennon Park. The recent Shred Drive sponsored by Senator Hilton was successful. The Mayor thanked Alderman Barbari for his attendance. Shannon, from the park district, will be attending an October council meeting to discuss future renovations at Terrace View Park. The current lease with the park district is set to expire soon. The park district would like to make certain the city with extend to them a new long-term lease.

XI. COMMITTEE OF THE WHOLE

1. An Ordinance Amending the Provisions of Section 30.35, Entitled "Council to Act as A Body" of Chapter 30, Entitled "General Provisions" of Title III Entitled, "Administration" of the Code of Oakbrook Terrace, Illinois.

On November 12th, 2024, Ordinance 30.35 was amended by city council to engage in discussion with employees regarding conditions of employment. The mayor is asking council to review and amend Ordinance 30.35 to follow appropriate protocol. Communication with the city administrator and/or mayor should be made regarding concerns of city employees.

Alderman Rada questioned the reason for the amendment. The mayor assured council that they can talk to department heads but should go through the city administrator. Per the attorney, these things would include matters related to employment decisions, including compensation, interviewing, hiring/firing, benefits, disciplinary actions, and working conditions.

Alderman Greco agrees with the chain of the command and going through the mayor and city administrator. Alderman Greco questioned the process of receiving approval.

Alderman Biskup agrees with the chain of command.

Alderman Barbari agrees with the amended ordinance.

Alderman Sarallo stated that council are elected as legislators not administrators and they need to trust the administration. Alderman Sarallo is in support of the amended ordinance.

Alderwoman Fitzgerald found the ordinance passed back in November worked well. She does not like the language within the amended ordinance and is not in favor of the amended ordinance. Mayor replied that the ordinance should never have changed and occurred for specific reasons.

Mayor Esposito removed the item from the next consent agenda.

2. Ordinance Approving and Ratifying the Issuance of a Purchase Order for the Purchase of One 2024 Ford F150 Police Responder for the City of Oakbrook Terrace.

Mayor Esposito said the initial request was for 2 police interceptors. However with the delays in delivery, the police department is requesting approval to purchase a Ford F150 Police Responder from Westmont Lincoln in the amount of \$41,095.70. This is an approximate savings of \$6,000 from the cost of an interceptor.

Alderwoman Fitzgerald questioned the savings.

Alderman Sarallo agrees with the purchase of the F150.

Alderman Barbari agrees with the purchase of the F150.

Alderman Biskup is in favor of the F150 pickup.

Alderman Greco stated the city has a big fleet already and would like another assessment of our fleet. Alderman Greco thinks it would be beneficial to purchase another interceptor instead of a pickup. Alderman Greco and Biskup both questioned if a person could be detained in the pickup. Interim City Administrator, Walker, relayed the budget reflects the year the purchase is received.

Alderman Rada would like to hear from Craig.

The mayor removed the item from the consent agenda and will ask Craig from Public Works to address council at the next meeting.

3. A Resolution Authorizing and Directing Compliance with Section 7.3(b) of the Open Meetings Act – City of Oakbrook Terrace – 2025.

The resolution requires any city employee participating in the IL Municipal Retirement Fund and 6 days prior to their approval to participate, any employee's salary over \$150K must be posted on the city's website for full transparency. Moved to the consent agenda.

4. Discussion Item - FY27 Budget Calendar.
Prepared by interim City Administrator, Tanya Walker. An annual process that requires council approval. Tanya said there is an extra day if necessary to review the budget. The resolution notes that the budget will be prepared by February. However, council found that to be an error and should read March.

XII. COUNCIL MEMBER COMMENTS

Alderman Greco would like to have 2 days to go over the budget. Mayor Esposito says the budget meetings are important and wants council to understand what is driving the numbers. The mayor recommends more than 1 day to approve.

Alderwoman Fitzgerald had no comment.

Alderman Sarallo suggested having department heads attend the council meeting to answer questions.

Alderman Barbari agrees with Alderman Sarallo in having department heads attend.

Alderman Biskup welcomed the new police officers.

Alderman Greco agrees with Sarallo in having department heads attend. Greco would like luminaries to be on the next agenda.

Alderman Rada agrees with the department heads attending the meeting. DCDV Postal Federal Employee's National Bowling Association was held at Anyways Restaurant.

XIII. CITY ATTORNEY

None

XIV. CITY CLERK

None

XV. CITY ADMINISTRATOR

Honored to be considered for the City Administrator position. Walker also added that 2 Interceptors were sold at auction. The audit is complete expenses are down, and the city is doing well. Auditors will be here at 10/28 meeting.

XVI. RECONVENE THE CITY COUNCIL MEETING

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

XVII. RECESS TO EXECUTIVE SESSION

Motion to recess to Executive Session was made by Alderman Fitzgerald and seconded by Alderman Biskup

Ayes: Barbari, Biskup, Fitzgerald, Greco, Rada and Sarallo
Nays: None
Absent: None

XVIII. EXECUTIVE SESSION

1. Closed session pursuant to Section 2(c)(1) of the Open Meetings Act to discuss the appointment, employment, compensation or performance of a specific employee.
2. 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.

RECONVENE THE CITY COUNCIL MEETING

Motion to reconvene the City Council meeting was made by Alderman Fitzgerald and seconded by Alderman Sarallo Motion approved via an acclamation vote. Time 8:51 PM

XIX. NEW BUSINESS

Resolution Authorizing and Directing Compliance with Section 7.3(b) of the Open Meetings Act – City of Oakbrook Terrace – 2025.

Motion to accept the Resolution Authorizing and Directing Compliance with Section 7.3(b) of the Open Meetings Act – City of Oakbrook Terrace – 2025 was made by Alderman Greco and seconded by Alderman Sarallo.

Ayes: Barbari, Biskup, Fitzgerald, Greco, Rada and Sarallo.
Nays: None
Absent: None

XX. ADJOURN

Motion to adjourn was made by Alderman Greco and seconded by Alderman Biskup at 8:52 PM

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

Respectfully submitted,

Margie Tannehill, Recording Secretary

Attested:

Michael Shadley
City Clerk

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INVOICE JOURNAL REPORT FOR CITY OF OAKBROOK TERRACE

Post Date	Journal	Description	GL Number	GL Description	DR Amount	CR Amount
10/14/2025	AP	Trugreen		TURF TREATMENT KREML PARK		
			01-04-5765-00	LAWN MAINT	148.38	
			01-00-2010-00	ACCOUNTS PAYABLE		148.38
					148.38	148.38
10/14/2025	AP	Trugreen		TURF TREATMENT MUNICIPAL COMPLEX		
			01-04-5765-00	LAWN MAINT	171.82	
			01-00-2010-00	ACCOUNTS PAYABLE		171.82
					171.82	171.82
10/14/2025	AP	Crystal Maintenance Plus, Corp		JANITORIAL SERVICES CH AND PD		
			01-04-5770-00	BUILDING MAINTENANCE	522.00	
			01-02-5770-00	BUILDING MAINTENANCE	1,735.50	
			01-00-2010-00	ACCOUNTS PAYABLE		2,257.50
					2,257.50	2,257.50
10/14/2025	AP	Frontline Public Safety Solutions		ANUAL BWC AUDIT		
			01-02-5611-00	SUPPORT SERVICES	607.75	
			01-00-2010-00	ACCOUNTS PAYABLE		607.75
					607.75	607.75
10/14/2025	AP	Fastsigns		UPDATED SIGNAGE CITY HALL		
			01-04-6133-00	Street Repair Materials	165.00	
			01-00-2010-00	ACCOUNTS PAYABLE		165.00
					165.00	165.00
10/14/2025	AP	Metropolitan Industries Inc		CELLULAR SCADA COMMUNICATIONS		
			03-12-5668-00	COMMUNICATIONS	100.00	
			03-00-2010-00	ACCOUNTS PAYABLE		100.00
					100.00	100.00
10/14/2025	AP	Southwestern Illinois College		MARASCO TRAINING		
			01-02-5605-00	TRAINING & CONFERENCES	1,800.00	
			01-00-2010-00	ACCOUNTS PAYABLE		1,800.00
					1,800.00	1,800.00
10/14/2025	AP	Lombard Ace Hardware		SCREWS AND FASTENERS		
			01-04-6190-00	NON-CAPITAL EQUIPMENT	30.48	
			01-00-2010-00	ACCOUNTS PAYABLE		30.48
					30.48	30.48
10/14/2025	AP	B2BTechnologies		ZULYS 47GE PHONES (1 REPLACMENT, 1 NEW)		
			01-02-6151-00	HARDWARE	240.25	
			03-12-6151-00	HARDWARE	240.25	
			01-00-2010-00	ACCOUNTS PAYABLE		240.25
			03-00-2010-00	ACCOUNTS PAYABLE		240.25
					480.50	480.50
10/14/2025	AP	BS& A Software LLC		CLOUD BUS. LICENSE TRAINING - A. GRAZIA		
			01-01-5605-00	TRAINING & CONFERENCES	1,100.00	
			01-00-2010-00	ACCOUNTS PAYABLE		1,100.00
					1,100.00	1,100.00
10/14/2025	AP	BS& A Software LLC		BUS. LIC. TRAINING - A. SNYDER 7/30, 7/3		
			01-01-5605-00	TRAINING & CONFERENCES	5,760.00	
			01-00-2010-00	ACCOUNTS PAYABLE		5,760.00
					5,760.00	5,760.00
10/14/2025	AP	BULK STORAGE, INC		SALT STORAGE BARN - PAVING COMPLETION		
			05-12-7145-01	Cover Salt Storage	53,537.21	
			09-12-7145-01	Cover Salt Storage	54,429.49	
			05-00-2010-00	ACCOUNTS PAYABLE		53,537.21
			09-00-2010-00	Accounts Payable		54,429.49
					107,966.70	107,966.70
10/14/2025	ENC	BULK STORAGE, INC		PO 26-00030, SALT STORAGE BARN - PAVING		
			05-12-7145-01	Cover Salt Storage		53,537.21
			09-12-7145-01	Cover Salt Storage		54,429.49
			05-00-2010-00	ACCOUNTS PAYABLE	53,537.21	
			09-00-2010-00	Accounts Payable	54,429.49	
					107,966.70	107,966.70
10/14/2025	AP	Cintas Corporation		1ST AID CABINET MAINTENANCE		
			01-04-5770-00	BUILDING MAINTENANCE	401.22	
			01-00-2010-00	ACCOUNTS PAYABLE		401.22
					401.22	401.22
10/14/2025	AP	Cintas Corporation		CH FLOOR MAT SERVICE		
			01-04-5770-00	BUILDING MAINTENANCE	129.99	
			01-00-2010-00	ACCOUNTS PAYABLE		129.99
					129.99	129.99

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Post Date	Journal	Description	GL Number	GL Description	DR Amount	CR Amount
10/14/2025	AP	Cintas Corporation	01-02-5770-00	PD FLOOR MAT SERVICE	64.63	
			01-00-2010-00	BUILDING MAINTENANCE		64.63
				ACCOUNTS PAYABLE		
					64.63	64.63
10/14/2025	AP	Comcast	01-04-5758-00	CH INTERNET	159.81	
			01-00-2010-00	UTILITIES		159.81
				ACCOUNTS PAYABLE		
					159.81	159.81
10/14/2025	AP	Comcast	01-04-5758-00	PSB INTERNET	268.30	
			01-00-2010-00	UTILITIES		268.30
				ACCOUNTS PAYABLE		
					268.30	268.30
10/14/2025	AP	Comcast	01-04-5758-00	CH CABLE	399.75	
			01-00-2010-00	UTILITIES		399.75
				ACCOUNTS PAYABLE		
					399.75	399.75
10/14/2025	AP	Current Technologies Corp	01-02-5600-00	SURVEILLANCE TECHNICIAN	2,055.00	
			01-00-2010-00	PROFESSIONAL/TECHNICAL SERVICE		2,055.00
				ACCOUNTS PAYABLE		
					2,055.00	2,055.00
10/14/2025	AP	Elevator Inspection Service Co	01-03-5600-00	1 RE-INSPECTION @ 17S350 22ND ST.	64.00	
			01-00-2010-00	PROFESSIONAL/TECHNICAL SERVICE		64.00
				ACCOUNTS PAYABLE		
					64.00	64.00
10/14/2025	ENC	Elevator Inspection Service Co	01-03-5600-00	PO 0000002385, 1 RE-INSPECTION @ 17S350		64.00
			01-00-2010-00	PROFESSIONAL/TECHNICAL SERVICE		64.00
				ACCOUNTS PAYABLE		
					64.00	64.00
10/14/2025	AP	Koziol Reporting Service	01-01-5674-00	ARBITRATION - JOHNSON	2,392.50	
			01-00-2010-00	LABOR RELATIONS		2,392.50
				ACCOUNTS PAYABLE		
					2,392.50	2,392.50
10/14/2025	AP	DuPage County Animal Control	01-02-5695-00	OTP25006283	150.00	
			01-00-2010-00	ANIMAL CONTROL		150.00
				ACCOUNTS PAYABLE		
					150.00	150.00
10/14/2025	AP	DuPage County Animal Control	01-02-5695-00	OTP25007130	135.00	
			01-00-2010-00	ANIMAL CONTROL		135.00
				ACCOUNTS PAYABLE		
					135.00	135.00
10/14/2025	AP	Entenmann-Rovin Co.	01-02-5715-00	HONORARY BADGE	189.50	
			01-00-2010-00	UNIFORM ALLOWANCE		189.50
				ACCOUNTS PAYABLE		
					189.50	189.50
10/14/2025	AP	Cardio Partners Inc	01-02-6190-00	AED EQUIPMENT	4,660.74	
			01-00-2010-00	NON-CAPITAL EQUIPMENT		4,660.74
				ACCOUNTS PAYABLE		
					4,660.74	4,660.74
10/14/2025	AP	Ray O'Herron Co. Inc.	01-02-5715-00	UNIFORM BOOTS - BASTIANONI	135.00	
			01-00-2010-00	UNIFORM ALLOWANCE		135.00
				ACCOUNTS PAYABLE		
					135.00	135.00
10/14/2025	AP	Ray O'Herron Co. Inc.	01-02-5715-00	NAME BAR FOR NEW OFFICERS	104.06	
			01-00-2010-00	UNIFORM ALLOWANCE		104.06
				ACCOUNTS PAYABLE		
					104.06	104.06
10/14/2025	AP	Ray O'Herron Co. Inc.	01-02-5715-00	SILVER LETTERING - CANSINO	37.58	
			01-00-2010-00	UNIFORM ALLOWANCE		37.58
				ACCOUNTS PAYABLE		
					37.58	37.58
10/14/2025	AP	Ray O'Herron Co. Inc.	01-02-5715-00	PANTS - CIPRIANI	85.50	
			01-00-2010-00	UNIFORM ALLOWANCE		85.50
				ACCOUNTS PAYABLE		
					85.50	85.50

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10/14/2025	AP	Ray O'Herron Co. Inc.		HOLSTER, AERO-TEC - HYLTON		
			01-02-5715-00	UNIFORM ALLOWANCE	285.47	
			01-00-2010-00	ACCOUNTS PAYABLE		285.47
					<u>285.47</u>	<u>285.47</u>
10/14/2025	AP	Ray O'Herron Co. Inc.		CAP - MARASCO		
			01-02-5715-00	UNIFORM ALLOWANCE	66.58	
			01-00-2010-00	ACCOUNTS PAYABLE		66.58
					<u>66.58</u>	<u>66.58</u>
10/14/2025	AP	Ray O'Herron Co. Inc.		PANTS - CALVELLO/CLARK		
			01-02-5715-00	UNIFORM ALLOWANCE	256.50	
			01-00-2010-00	ACCOUNTS PAYABLE		256.50
					<u>256.50</u>	<u>256.50</u>
10/14/2025	AP	Ray O'Herron Co. Inc.		DUTY BAGS - NUNEZ/GARZA		
			01-02-5715-00	UNIFORM ALLOWANCE	125.98	
			01-00-2010-00	ACCOUNTS PAYABLE		125.98
					<u>125.98</u>	<u>125.98</u>
10/14/2025	AP	Ray O'Herron Co. Inc.		MISC UNIFORM - MOLINA		
			01-02-5715-00	UNIFORM ALLOWANCE	271.31	
			01-00-2010-00	ACCOUNTS PAYABLE		271.31
					<u>271.31</u>	<u>271.31</u>
10/14/2025	AP	Ray O'Herron Co. Inc.		UNIFORM - MOLINA		
			01-02-5715-00	UNIFORM ALLOWANCE	173.03	
			01-00-2010-00	ACCOUNTS PAYABLE		173.03
					<u>173.03</u>	<u>173.03</u>
10/14/2025	AP	Mem Electric, Inc.		GENERATOR MOBILE POWER CORD		
			01-04-5660-00	EQUIPMENT MAINT & REPAIR	1,820.00	
			01-00-2010-00	ACCOUNTS PAYABLE		1,820.00
					<u>1,820.00</u>	<u>1,820.00</u>
10/14/2025	AP	Maureen McGuire		SEPT./OCT. TERRACE LEAVES NEWSLETTER		
			01-01-5625-00	TERRACE LEAVES NEWSLETTER	2,945.00	
			01-00-2010-00	ACCOUNTS PAYABLE		2,945.00
					<u>2,945.00</u>	<u>2,945.00</u>
10/14/2025	ENC	Maureen McGuire		PO 0000002403, SEPT./OCT. TERRACE LEAVES		
			01-01-5625-00	TERRACE LEAVES NEWSLETTER		2,945.00
			01-00-2010-00	ACCOUNTS PAYABLE	2,945.00	
					<u>2,945.00</u>	<u>2,945.00</u>
10/14/2025	AP	Heritage-Crystal Clean, LLC		USED OIL PICKUP CHARGE		
			01-04-5663-00	VEHICLE MAINT. & REPAIR	61.25	
			01-00-2010-00	ACCOUNTS PAYABLE		61.25
					<u>61.25</u>	<u>61.25</u>
10/14/2025	AP	Dept. 32 - 2153930338 Home Depot Cr		MISC. SUPPLIES		
			01-04-6130-00	SUPPLIES	308.59	
			01-04-6133-00	Street Repair Materials	321.84	
			01-04-6190-00	NON-CAPITAL EQUIPMENT	90.57	
			01-00-2010-00	ACCOUNTS PAYABLE		721.00
					<u>721.00</u>	<u>721.00</u>
10/14/2025	AP	In Balance IT Solutions LLC		MO. MGD. SERVICES / SOPHOS		
			01-01-5608-00	IT SERVICES	5,850.00	
			01-01-5600-00	PROFESSIONAL/TECHNICAL SERVICE	1,800.00	
			01-00-2010-00	ACCOUNTS PAYABLE		7,650.00
					<u>7,650.00</u>	<u>7,650.00</u>
10/14/2025	ENC	In Balance IT Solutions LLC		PO 0000002382, MO. MGD. SERVICES / SOPHO		
			01-01-5608-00	IT SERVICES		5,850.00
			01-01-5600-00	PROFESSIONAL/TECHNICAL SERVICE		1,800.00
			01-00-2010-00	ACCOUNTS PAYABLE	7,650.00	
					<u>7,650.00</u>	<u>7,650.00</u>
10/14/2025	AP	Law Offices of John L. Fiotti		CITY PROSECUTIONS		
			01-01-5672-00	PROSECUTIONS	2,340.00	
			01-00-2010-00	ACCOUNTS PAYABLE		2,340.00
					<u>2,340.00</u>	<u>2,340.00</u>
10/14/2025	ENC	Law Offices of John L. Fiotti		PO 0000002389, CITY PROSECUTIONS		
			01-01-5672-00	PROSECUTIONS		2,340.00
			01-00-2010-00	ACCOUNTS PAYABLE	2,340.00	
					<u>2,340.00</u>	<u>2,340.00</u>

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10/14/2025	AP	Law Offices of John L. Fiotti	01-01-5672-00	DUI PROSECUTIONS	1,267.50	
			01-00-2010-00	PROSECUTIONS		1,267.50
				ACCOUNTS PAYABLE	1,267.50	1,267.50
10/14/2025	ENC	Law Offices of John L. Fiotti	01-01-5672-00	PO 0000002389, DUI PROSECUTIONS		1,267.50
			01-00-2010-00	PROSECUTIONS		1,267.50
				ACCOUNTS PAYABLE	1,267.50	
10/14/2025	AP	Villa Park Public Library	01-01-5785-00	14 CARDS ISSUED FOR 10 RESIDENCES - AUG.	2,991.42	
			01-00-2010-00	Library Services		2,991.42
				ACCOUNTS PAYABLE	2,991.42	2,991.42
10/14/2025	AP	Konica Minolta Business Soluti	01-02-5660-00	PD COPIER MAINTENANCE - 8/5-9/4/25	131.67	
			01-00-2010-00	EQUIPMENT MAINT & REPAIR		131.67
				ACCOUNTS PAYABLE	131.67	131.67
10/14/2025	AP	Konica Minolta Business Soluti	01-04-5660-00	PS COPIER MAINTENANCE	12.55	
			03-12-5660-00	EQUIPMENT MAINT & REPAIR	4.20	
			01-00-2010-00	EQUIPMENT MAINT & REPAIR		12.55
			03-00-2010-00	ACCOUNTS PAYABLE		4.20
				ACCOUNTS PAYABLE	16.75	16.75
10/14/2025	AP	Minuteman Press	01-02-5720-00	BUS. CARDS - TANNEHILL, WALKER, ROMO	338.01	
			01-00-2010-00	PRINTING		338.01
				ACCOUNTS PAYABLE	338.01	338.01
10/14/2025	AP	Minuteman Press	03-12-5600-00	#10 ENVELOPES, #9 ENVELOPES - WATER	680.64	
			03-00-2010-00	PROFESSIONAL/TECHNICAL SERVICE		680.64
				ACCOUNTS PAYABLE	680.64	680.64
10/14/2025	AP	Salt Creek School District 48	01-01-5782-00	FTC GOLD SPONSOR - DIST. 48	1,000.00	
			01-00-2010-00	Sponsorship		1,000.00
				ACCOUNTS PAYABLE	1,000.00	1,000.00
10/14/2025	AP	Storino Ramello & Durkin	01-01-5671-00	LEGAL SERVICES - AUG. 2025	16,662.35	
			01-01-5673-00	GENERAL LEGAL SERVICES	8,164.50	
			01-01-5674-00	LITIGATION	3,840.80	
			01-00-2010-00	LABOR RELATIONS		28,667.65
				ACCOUNTS PAYABLE	28,667.65	28,667.65
10/14/2025	ENC	Storino Ramello & Durkin	01-01-5671-00	PO 0000002412, LEGAL SERVICES - AUG. 202		16,662.35
			01-01-5673-00	GENERAL LEGAL SERVICES		8,164.50
			01-01-5674-00	LITIGATION		3,840.80
			01-00-2010-00	LABOR RELATIONS		
				ACCOUNTS PAYABLE	28,667.65	
					28,667.65	28,667.65
10/14/2025	AP	Trugreen	01-04-5765-00	PSB TURF TREATMENT	156.20	
			01-00-2010-00	LAWN MAINT		156.20
				ACCOUNTS PAYABLE	156.20	156.20
10/14/2025	AP	Trugreen	01-04-5765-00	PSB GRUB TREATMENT	156.20	
			01-00-2010-00	LAWN MAINT		156.20
				ACCOUNTS PAYABLE	156.20	156.20
10/14/2025	AP	Trugreen	01-04-5765-00	MACARTHUR & EISENHOWER LAWN TREATMENT	148.38	
			01-00-2010-00	LAWN MAINT		148.38
				ACCOUNTS PAYABLE	148.38	148.38
10/14/2025	AP	Trugreen	01-04-5765-00	MUNICIPAL COMPLEX LAWN TREATMENT	171.82	
			01-00-2010-00	LAWN MAINT		171.82
				ACCOUNTS PAYABLE	171.82	171.82
10/14/2025	AP	USA Blue Book	03-12-6130-00	30 PACKS OF JULIE LOCATE MARKING FLAGS	728.56	
			03-00-2010-00	SUPPLIES		728.56
				ACCOUNTS PAYABLE	728.56	728.56

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10/14/2025	AP	ThermFlo, Inc		POLICE DEPT GENERATOR SERVICE		
			01-02-5660-00	EQUIPMENT MAINT & REPAIR	3,244.00	
			01-00-2010-00	ACCOUNTS PAYABLE		3,244.00
					3,244.00	3,244.00
10/14/2025	AP	ThermFlo, Inc		WATER DEPARTMENT GENERATOR SERVICE		
			03-12-5660-00	EQUIPMENT MAINT & REPAIR	2,249.00	
			03-00-2010-00	ACCOUNTS PAYABLE		2,249.00
					2,249.00	2,249.00
10/14/2025	AP	ThermFlo, Inc		CITY HALL GENERATOR MAINTENANCE		
			01-04-5660-00	EQUIPMENT MAINT & REPAIR	3,731.00	
			01-00-2010-00	ACCOUNTS PAYABLE		3,731.00
					3,731.00	3,731.00
10/14/2025	AP	Ray O'Herron Co. Inc.		CHEVRONS		
			01-02-5715-00	UNIFORM ALLOWANCE	71.82	
			01-00-2010-00	ACCOUNTS PAYABLE		71.82
					71.82	71.82
10/14/2025	AP	Ray O'Herron Co. Inc.		NEW HIRE UNIFORM-MARQUEZ		
			01-02-5715-00	UNIFORM ALLOWANCE	19.78	
			01-00-2010-00	ACCOUNTS PAYABLE		19.78
					19.78	19.78
10/14/2025	AP	Ray O'Herron Co. Inc.		NEW HIRE UNIFORM-MARQUEZ		
			01-02-5715-00	UNIFORM ALLOWANCE	348.24	
			01-00-2010-00	ACCOUNTS PAYABLE		348.24
					348.24	348.24
10/14/2025	AP	Ray O'Herron Co. Inc.		NEW HIRE UNIFORM - SALGADO		
			01-02-5715-00	UNIFORM ALLOWANCE	2,684.99	
			01-00-2010-00	ACCOUNTS PAYABLE		2,684.99
					2,684.99	2,684.99
10/14/2025	AP	Ray O'Herron Co. Inc.		NEW HIRE EQUIPMENT - SALGADO		
			01-02-5715-00	UNIFORM ALLOWANCE	56.33	
			01-00-2010-00	ACCOUNTS PAYABLE		56.33
					56.33	56.33
10/14/2025	AP	Ray O'Herron Co. Inc.		NEW HIRE UNIFORM-SALGADO		
			01-02-5715-00	UNIFORM ALLOWANCE	843.03	
			01-00-2010-00	ACCOUNTS PAYABLE		843.03
					843.03	843.03
10/14/2025	AP	Ray O'Herron Co. Inc.		NEW HIRE UNIFORM-SALGADO		
			01-02-5715-00	UNIFORM ALLOWANCE	171.09	
			01-00-2010-00	ACCOUNTS PAYABLE		171.09
					171.09	171.09
10/14/2025	AP	Ray O'Herron Co. Inc.		NEW HIRE UNIFORM-SALGADO		
			01-02-5715-00	UNIFORM ALLOWANCE	32.50	
			01-00-2010-00	ACCOUNTS PAYABLE		32.50
					32.50	32.50
10/14/2025	AP	Ray O'Herron Co. Inc.		PANTS - EBIBI		
			01-02-5715-00	UNIFORM ALLOWANCE	89.09	
			01-00-2010-00	ACCOUNTS PAYABLE		89.09
					89.09	89.09
10/14/2025	AP	Ray O'Herron Co. Inc.		SHIRTS (2) - EBIBI		
			01-02-5715-00	UNIFORM ALLOWANCE	74.00	
			01-00-2010-00	ACCOUNTS PAYABLE		74.00
					74.00	74.00
10/14/2025	AP	Ray O'Herron Co. Inc.		PANTS (2) - EBIBI		
			01-02-5715-00	UNIFORM ALLOWANCE	178.18	
			01-00-2010-00	ACCOUNTS PAYABLE		178.18
					178.18	178.18
10/14/2025	AP	Ray O'Herron Co. Inc.		UNIFORM -EBIBI		
			01-02-5715-00	UNIFORM ALLOWANCE	378.27	
			01-00-2010-00	ACCOUNTS PAYABLE		378.27
					378.27	378.27
10/14/2025	AP	Ray O'Herron Co. Inc.		NEW HIRE UNIFORM - NUNEZ		
			01-02-5715-00	UNIFORM ALLOWANCE	1,353.42	
			01-00-2010-00	ACCOUNTS PAYABLE		1,353.42
					1,353.42	1,353.42

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10/14/2025	AP	Ray O'Herron Co. Inc.		NEW HIRE UNIFORM - NUNEZ		
			01-02-5715-00	UNIFORM ALLOWANCE	879.64	
			01-00-2010-00	ACCOUNTS PAYABLE		879.64
					<u>879.64</u>	<u>879.64</u>
10/14/2025	AP	Ray O'Herron Co. Inc.		NEW HIRE UNIFORM - NUNEZ		
			01-02-5715-00	UNIFORM ALLOWANCE	737.89	
			01-00-2010-00	ACCOUNTS PAYABLE		737.89
					<u>737.89</u>	<u>737.89</u>
10/14/2025	AP	Ray O'Herron Co. Inc.		CAP - NUNEZ		
			01-02-5715-00	UNIFORM ALLOWANCE	32.50	
			01-00-2010-00	ACCOUNTS PAYABLE		32.50
					<u>32.50</u>	<u>32.50</u>
10/14/2025	AP	Ray O'Herron Co. Inc.		BACKPACK/PANTS - NUNEZ		
			01-02-5715-00	UNIFORM ALLOWANCE	219.59	
			01-00-2010-00	ACCOUNTS PAYABLE		219.59
					<u>219.59</u>	<u>219.59</u>
10/14/2025	AP	Ray O'Herron Co. Inc.		NEW HIRE UNIFORM - GARZA		
			01-02-5715-00	UNIFORM ALLOWANCE	1,280.80	
			01-00-2010-00	ACCOUNTS PAYABLE		1,280.80
					<u>1,280.80</u>	<u>1,280.80</u>
10/14/2025	AP	Ray O'Herron Co. Inc.		NEW HIRE UNIFORM-GARZA		
			01-02-5715-00	UNIFORM ALLOWANCE	722.15	
			01-00-2010-00	ACCOUNTS PAYABLE		722.15
					<u>722.15</u>	<u>722.15</u>
10/14/2025	AP	Ray O'Herron Co. Inc.		NEW HIRE UNIFORM - GARZA		
			01-02-5715-00	UNIFORM ALLOWANCE	126.00	
			01-00-2010-00	ACCOUNTS PAYABLE		126.00
					<u>126.00</u>	<u>126.00</u>
10/14/2025	AP	Ray O'Herron Co. Inc.		CAP/JACKET - GARZA		
			01-02-5715-00	UNIFORM ALLOWANCE	189.99	
			01-00-2010-00	ACCOUNTS PAYABLE		189.99
					<u>189.99</u>	<u>189.99</u>
10/14/2025	AP	Ray O'Herron Co. Inc.		NEW HIRE UNIFORM - GARZA		
			01-02-5715-00	UNIFORM ALLOWANCE	831.48	
			01-00-2010-00	ACCOUNTS PAYABLE		831.48
					<u>831.48</u>	<u>831.48</u>
10/14/2025	AP	Metro Tank & Pump Company		STATE REQUIRED MONTHLY UST FUEL STORAGE		
			01-04-5660-00	EQUIPMENT MAINT & REPAIR	5,800.00	
			01-00-2010-00	ACCOUNTS PAYABLE		5,800.00
					<u>5,800.00</u>	<u>5,800.00</u>
10/14/2025	AP	Fastsigns		WELCOME TO OBT REPLACEMENT SIGN SPRING RO		
			01-04-6133-00	Street Repair Materials	4,300.00	
			01-00-2010-00	ACCOUNTS PAYABLE		4,300.00
					<u>4,300.00</u>	<u>4,300.00</u>
10/14/2025	AP	DU-COMM		QUARTERLY SHARES - 8/1/25-10/31/25		
			01-02-5680-00	DU COMM	70,955.25	
			01-00-2010-00	ACCOUNTS PAYABLE		70,955.25
					<u>70,955.25</u>	<u>70,955.25</u>
10/14/2025	ENC	DU-COMM		PO 26-00007, QUARTERLY SHARES - 8/1/25-1		
			01-02-5680-00	DU COMM	70,955.25	
			01-00-2010-00	ACCOUNTS PAYABLE		70,955.25
					<u>70,955.25</u>	<u>70,955.25</u>
10/14/2025	AP	Ray O'Herron Co. Inc.		NEW HIRE UNIFORM - FLORES		
			01-02-5715-00	UNIFORM ALLOWANCE	2,934.27	
			01-00-2010-00	ACCOUNTS PAYABLE		2,934.27
					<u>2,934.27</u>	<u>2,934.27</u>
10/14/2025	AP	Ray O'Herron Co. Inc.		NEW HIRE UNIFORM - FLORES		
			01-02-5715-00	UNIFORM ALLOWANCE	626.85	
			01-00-2010-00	ACCOUNTS PAYABLE		626.85
					<u>626.85</u>	<u>626.85</u>
10/14/2025	AP	Ray O'Herron Co. Inc.		NEW HIRE UNIFORM - NOONAN		
			01-02-5715-00	UNIFORM ALLOWANCE	888.65	
			01-00-2010-00	ACCOUNTS PAYABLE		888.65
					<u>888.65</u>	<u>888.65</u>

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10/14/2025	AP	Ray O'Herron Co. Inc.		NEW HIRE UNIFORM - NOONAN		
			01-02-5715-00	UNIFORM ALLOWANCE	682.13	
			01-00-2010-00	ACCOUNTS PAYABLE		682.13
					682.13	682.13
10/14/2025	AP	Ray O'Herron Co. Inc.		NEW HIRE UNIFORM - NOONAN		
			01-02-5715-00	UNIFORM ALLOWANCE	1,820.91	
			01-00-2010-00	ACCOUNTS PAYABLE		1,820.91
					1,820.91	1,820.91
10/14/2025	AP	Amazon Capital Services		MONTHLY AMAZON PD INVOICE - SEPTEMBER		
			01-02-6120-00	OFFICE SUPPLIES	142.02	
			01-00-2010-00	ACCOUNTS PAYABLE		142.02
					142.02	142.02
10/14/2025	AP	Jet Brite Car Wash, Inc.		CAR WASH 8/16/25-9/15/25		
			01-02-5663-00	VEHICLE MAINT. & REPAIR	180.00	
			01-00-2010-00	ACCOUNTS PAYABLE		180.00
					180.00	180.00
10/14/2025	AP	Illinois Association of Chiefs of P		YEARLY DUES		
			01-02-5610-00	MEMBERSHIP & ASSOCIATION FEES	265.00	
			01-00-2010-00	ACCOUNTS PAYABLE		265.00
					265.00	265.00
10/14/2025	AP	TKB Associates, Inc.		ANNUAL LSAP		
			01-01-6150-00	SOFTWARE	1,347.65	
			01-00-2010-00	ACCOUNTS PAYABLE		1,347.65
					1,347.65	1,347.65
10/14/2025	AP	Flagg Creek Water Reclamation Distr		OBT PD - SANITARY SERVICE - 7/30-8/28/25		
			01-02-5758-00	UTILITIES	239.24	
			01-00-2010-00	ACCOUNTS PAYABLE		239.24
					239.24	239.24
10/14/2025	AP	DuPage Water Commission		WATER PURCH. 8/31-9/30/25		
			03-12-5845-00	DWC - PURCHASE OF WATER	53,795.00	
			03-00-2010-00	ACCOUNTS PAYABLE		53,795.00
					53,795.00	53,795.00
10/14/2025	AP	Alpine Sprinkler Service		RPZ REPAIRS AT CITY HALL AND PD		
			01-02-5770-00	BUILDING MAINTENANCE	1,000.00	
			01-04-5770-00	BUILDING MAINTENANCE	1,485.00	
			01-00-2010-00	ACCOUNTS PAYABLE		2,485.00
					2,485.00	2,485.00
10/14/2025	AP	Amazon Capital Services		MISC. CH/PW SUPPLIES - SEPT. 2025		
			01-03-6120-00	OFFICE SUPPLIES	104.95	
			01-01-5780-01	PUMPKINS IN PARK	303.92	
			03-12-5715-00	UNIFORM ALLOWANCE	541.92	
			01-00-2010-00	ACCOUNTS PAYABLE		408.87
			03-00-2010-00	ACCOUNTS PAYABLE		541.92
					950.79	950.79
10/14/2025	AP	Cintas Corporation		ZOLL 3AED AGREEMENT		
			01-04-5770-00	BUILDING MAINTENANCE	600.00	
			01-00-2010-00	ACCOUNTS PAYABLE		600.00
					600.00	600.00
10/14/2025	AP	Cintas Corporation		CH FLOOR MAT SERVICE		
			01-04-5770-00	BUILDING MAINTENANCE	129.99	
			01-00-2010-00	ACCOUNTS PAYABLE		129.99
					129.99	129.99
10/14/2025	AP	Cintas Corporation		PD FLOOR MAT SERVICE		
			01-02-5770-00	BUILDING MAINTENANCE	64.63	
			01-00-2010-00	ACCOUNTS PAYABLE		64.63
					64.63	64.63
10/14/2025	AP	Celebration Authority		BALLOON DECOR FOR VETERANS DAY		
			01-01-5780-02	VETERANS DAY	1,174.00	
			01-00-2010-00	ACCOUNTS PAYABLE		1,174.00
					1,174.00	1,174.00
10/14/2025	AP	Comcast		PD DIGITAL ADAPTERS 9/28-10/27/25		
			01-02-5758-00	UTILITIES	53.25	
			01-00-2010-00	ACCOUNTS PAYABLE		53.25
					53.25	53.25

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10/14/2025	AP	Current Technologies Corp		SURVEILLANCE TECHNICIAN		
			01-02-5608-00	IT SERVICES	750.00	
			01-00-2010-00	ACCOUNTS PAYABLE		750.00
					750.00	750.00
10/14/2025	AP	Elevator Inspection Service Co		6 REGULAR AND 3 RE-INSPECTIONS		
			01-03-5600-00	PROFESSIONAL/TECHNICAL SERVICE	516.00	
			01-00-2010-00	ACCOUNTS PAYABLE		516.00
					516.00	516.00
10/14/2025	AP	Flagg Creek Water Reclamation Distr		WATER MAINTENANCE FACILITY SANITARY SERV		
			03-12-5758-00	UTILITIES	26.11	
			03-00-2010-00	ACCOUNTS PAYABLE		26.11
					26.11	26.11
10/14/2025	AP	Flagg Creek Water Reclamation Distr		CH SANITARY SERVICE 7/30-8/28/25		
			01-04-5758-00	UTILITIES	29.48	
			01-00-2010-00	ACCOUNTS PAYABLE		29.48
					29.48	29.48
10/14/2025	AP	Flagg Creek Water Reclamation Distr		PSB SANITARY SERVICE 7/30-8/28/25		
			01-04-5758-00	UTILITIES	36.22	
			01-00-2010-00	ACCOUNTS PAYABLE		36.22
					36.22	36.22
10/14/2025	AP	MECO Consulting Group LLC		COMMUNICATION SERVICES - SEPT. 2025		
			01-01-5668-00	COMMUNICATIONS	2,240.00	
			01-00-2010-00	ACCOUNTS PAYABLE		2,240.00
					2,240.00	2,240.00
10/14/2025	ENC	MECO Consulting Group LLC		PO 0000002413, COMMUNICATION SERVICES -		
			01-01-5668-00	COMMUNICATIONS		2,240.00
			01-00-2010-00	ACCOUNTS PAYABLE	2,240.00	
					2,240.00	2,240.00
10/14/2025	AP	Suburban Laboratories, Inc.		COLIFORM/BACTERIA SAMPLING, COMPLIANCE M		
			03-12-5600-00	PROFESSIONAL/TECHNICAL SERVICE	48.00	
			03-00-2010-00	ACCOUNTS PAYABLE		48.00
					48.00	48.00
10/14/2025	AP	Konica Minolta Business Soluti		EXEC. ADMIN. COPIER MAINT. - 8/4-9/3/202		
			01-01-5660-00	EQUIPMENT MAINT & REPAIR	103.68	
			01-00-2010-00	ACCOUNTS PAYABLE		103.68
					103.68	103.68
10/14/2025	AP	SIKICH		FY25 AUDIT SERVICES		
			01-11-5600-00	PROFESSIONAL/TECHNICAL SERVICE	10,240.00	
			01-00-2010-00	ACCOUNTS PAYABLE		10,240.00
					10,240.00	10,240.00
10/14/2025	ENC	SIKICH		PO 26-00021, FY25 AUDIT SERVICES		
			01-11-5600-00	PROFESSIONAL/TECHNICAL SERVICE		10,240.00
			01-00-2010-00	ACCOUNTS PAYABLE	10,240.00	
					10,240.00	10,240.00
10/14/2025	AP	Robert J. Gonzini		BUILDING & ELECTRICAL INSPECTIONS		
			01-03-5600-00	PROFESSIONAL/TECHNICAL SERVICE	1,035.09	
			01-00-2010-00	ACCOUNTS PAYABLE		1,035.09
					1,035.09	1,035.09
10/14/2025	ENC	Robert J. Gonzini		PO 0000002387, BUILDING & ELECTRICAL INS		
			01-03-5600-00	PROFESSIONAL/TECHNICAL SERVICE		1,035.09
			01-00-2010-00	ACCOUNTS PAYABLE	1,035.09	
					1,035.09	1,035.09
10/14/2025	AP	Suburban Driveline Inc.		M242578		
			01-04-5663-00	VEHICLE MAINT. & REPAIR	45.00	
			01-00-2010-00	ACCOUNTS PAYABLE		45.00
					45.00	45.00
10/14/2025	AP	Suburban Driveline Inc.		M205707		
			01-04-5663-00	VEHICLE MAINT. & REPAIR	45.00	
			01-00-2010-00	ACCOUNTS PAYABLE		45.00
					45.00	45.00
10/14/2025	AP	Suburban Driveline Inc.		M224254		
			01-04-5663-00	VEHICLE MAINT. & REPAIR	45.00	
			01-00-2010-00	ACCOUNTS PAYABLE		45.00
					45.00	45.00

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10/14/2025	AP	Suburban Driveline Inc.	M57164			
			01-04-5663-00	VEHICLE MAINT. & REPAIR	45.00	
			01-00-2010-00	ACCOUNTS PAYABLE		45.00
					45.00	45.00
10/14/2025	AP	Suburban Driveline Inc.	M195063			
			01-04-5663-00	VEHICLE MAINT. & REPAIR	45.00	
			01-00-2010-00	ACCOUNTS PAYABLE		45.00
					45.00	45.00
10/14/2025	AP	Suburban Driveline Inc.	M127402			
			01-04-5663-00	VEHICLE MAINT. & REPAIR	45.00	
			01-00-2010-00	ACCOUNTS PAYABLE		45.00
					45.00	45.00
10/14/2025	AP	In Balance IT Solutions LLC	OFFICE 365 G3			
			01-01-6150-00	SOFTWARE	1,979.15	
			01-00-2010-00	ACCOUNTS PAYABLE		1,979.15
					1,979.15	1,979.15
10/14/2025	ENC	In Balance IT Solutions LLC	PO 26-00033, OFFICE 365 G3			
			01-01-6150-00	SOFTWARE		1,979.15
			01-00-2010-00	ACCOUNTS PAYABLE	1,979.15	
					1,979.15	1,979.15
10/14/2025	AP	In Balance IT Solutions LLC	PS-COBT-WAIDENT BACKUP WITH EXCHANGE			
			01-01-6151-00	HARDWARE	2,546.50	
			01-00-2010-00	ACCOUNTS PAYABLE		2,546.50
					2,546.50	2,546.50
10/14/2025	ENC	In Balance IT Solutions LLC	PO 26-00032, PS-COBT-WAIDENT BACKUP WITH			
			01-01-6151-00	HARDWARE		2,546.50
			01-00-2010-00	ACCOUNTS PAYABLE	2,546.50	
					2,546.50	2,546.50
10/14/2025	AP	DU-COMM	QUARTERLY SHARES 11/1/25-1/31/26 - PD			
			01-02-5680-00	DU COMM	70,955.25	
			01-00-2010-00	ACCOUNTS PAYABLE		70,955.25
					70,955.25	70,955.25
10/14/2025	ENC	DU-COMM	PO 0000002392, QUARTERLY SHARES 11/1/25-			
			01-02-5680-00	DU COMM		70,955.25
			01-00-2010-00	ACCOUNTS PAYABLE	70,955.25	
					70,955.25	70,955.25
10/14/2025	AP	DU-COMM	FACILITY LEASE COST - 3RD QUARTER			
			01-02-5680-00	DU COMM	2,800.11	
			01-00-2010-00	ACCOUNTS PAYABLE		2,800.11
					2,800.11	2,800.11
10/14/2025	AP	Municipal Electronics Division, LLC	RADAR GUN CERTIFICATION (9)			
			01-02-5660-00	EQUIPMENT MAINT & REPAIR	411.00	
			01-00-2010-00	ACCOUNTS PAYABLE		411.00
					411.00	411.00
10/14/2025	AP	Ray O'Herron Co. Inc.	CHEVRONS (30)			
			01-02-5715-00	UNIFORM ALLOWANCE	107.73	
			01-00-2010-00	ACCOUNTS PAYABLE		107.73
					107.73	107.73
10/14/2025	AP	Runco Office Supplies and Equipment	CH KITCHEN SUPPLIES			
			01-01-6120-00	OFFICE SUPPLIES	114.55	
			01-00-2010-00	ACCOUNTS PAYABLE		114.55
					114.55	114.55
10/14/2025	AP	Bill Payment Center Nicor Gas	WATER SVCS. GAS SERVICE 9/9-10/8/2025			
			03-12-5758-00	UTILITIES	57.93	
			03-00-2010-00	ACCOUNTS PAYABLE		57.93
					57.93	57.93
10/14/2025	AP	Elan Photography	CITY COUNCIL PORTRAITS			
			01-01-5600-00	PROFESSIONAL/TECHNICAL SERVICE	1,700.00	
			01-00-2010-00	ACCOUNTS PAYABLE		1,700.00
					1,700.00	1,700.00
10/14/2025	AP	EKL Williams & Provenzale LLC	INVESTIGATION SERVICES			
			01-01-5673-00	LITIGATION	1,000.00	
			01-00-2010-00	ACCOUNTS PAYABLE		1,000.00
					1,000.00	1,000.00
CASH/PAYABLE TOTALS:						
			01-00-2010-00	ACCOUNTS PAYABLE		285,699.53
			03-00-2010-00	ACCOUNTS PAYABLE		58,471.61

INVOICE JOURNAL REPORT FOR CITY OF OAKBROOK TERRACE

Post Date	Journal	Description	GL Number	GL Description	DR Amount	CR Amount
			05-00-2010-00	ACCOUNTS PAYABLE		53,537.21
			09-00-2010-00	Accounts Payable		54,429.49
GRAND CASH/PAYABLE TOTAL:						452,137.84
TOTALS:						
			01-00-2010-00	ACCOUNTS PAYABLE		285,699.53
			01-01-5600-00	PROFESSIONAL/TECHNICAL SERVICE	3,500.00	
			01-01-5605-00	TRAINING & CONFERENCES	6,860.00	
			01-01-5608-00	IT SERVICES	5,850.00	
			01-01-5625-00	TERRACE LEAVES NEWSLETTER	2,945.00	
			01-01-5660-00	EQUIPMENT MAINT & REPAIR	103.68	
			01-01-5668-00	COMMUNICATIONS	2,240.00	
			01-01-5671-00	GENERAL LEGAL SERVICES	16,662.35	
			01-01-5672-00	PROSECUTIONS	3,607.50	
			01-01-5673-00	LITIGATION	9,164.50	
			01-01-5674-00	LABOR RELATIONS	6,233.30	
			01-01-5780-01	PUMPKINS IN PARK	303.92	
			01-01-5780-02	VETERANS DAY	1,174.00	
			01-01-5782-00	Sponsorship	1,000.00	
			01-01-5785-00	Library Services	2,991.42	
			01-01-6120-00	OFFICE SUPPLIES	114.55	
			01-01-6150-00	SOFTWARE	3,326.80	
			01-01-6151-00	HARDWARE	2,546.50	
			01-02-5600-00	PROFESSIONAL/TECHNICAL SERVICE	2,055.00	
			01-02-5605-00	TRAINING & CONFERENCES	1,800.00	
			01-02-5608-00	IT SERVICES	750.00	
			01-02-5610-00	MEMBERSHIP & ASSOCIATION FEES	265.00	
			01-02-5611-00	SUPPORT SERVICES	607.75	
			01-02-5660-00	EQUIPMENT MAINT & REPAIR	3,786.67	
			01-02-5663-00	VEHICLE MAINT. & REPAIR	180.00	
			01-02-5680-00	DU COMM	144,710.61	
			01-02-5695-00	ANIMAL CONTROL	285.00	
			01-02-5715-00	UNIFORM ALLOWANCE	20,111.83	
			01-02-5720-00	PRINTING	338.01	
			01-02-5758-00	UTILITIES	292.49	
			01-02-5770-00	BUILDING MAINTENANCE	2,864.76	
			01-02-6120-00	OFFICE SUPPLIES	142.02	
			01-02-6151-00	HARDWARE	240.25	
			01-02-6190-00	NON-CAPITAL EQUIPMENT	4,660.74	
			01-03-5600-00	PROFESSIONAL/TECHNICAL SERVICE	1,615.09	
			01-03-6120-00	OFFICE SUPPLIES	104.95	
			01-04-5660-00	EQUIPMENT MAINT & REPAIR	11,363.55	
			01-04-5663-00	VEHICLE MAINT. & REPAIR	331.25	
			01-04-5758-00	UTILITIES	893.56	
			01-04-5765-00	LAWN MAINT	952.80	
			01-04-5770-00	BUILDING MAINTENANCE	3,268.20	
			01-04-6130-00	SUPPLIES	308.59	
			01-04-6133-00	Street Repair Materials	4,786.84	
			01-04-6190-00	NON-CAPITAL EQUIPMENT	121.05	
			01-11-5600-00	PROFESSIONAL/TECHNICAL SERVICE	10,240.00	
			03-00-2010-00	ACCOUNTS PAYABLE		58,471.61
			03-12-5600-00	PROFESSIONAL/TECHNICAL SERVICE	728.64	
			03-12-5660-00	EQUIPMENT MAINT & REPAIR	2,253.20	
			03-12-5668-00	COMMUNICATIONS	100.00	
			03-12-5715-00	UNIFORM ALLOWANCE	541.92	
			03-12-5758-00	UTILITIES	84.04	
			03-12-5845-00	DWC - PURCHASE OF WATER	53,795.00	
			03-12-6130-00	SUPPLIES	728.56	
			03-12-6151-00	HARDWARE	240.25	
			05-00-2010-00	ACCOUNTS PAYABLE		53,537.21
			05-12-7145-01	Cover Salt Storage	53,537.21	
			09-00-2010-00	Accounts Payable		54,429.49
			09-12-7145-01	Cover Salt Storage	54,429.49	
GRAND TOTAL:					452,137.84	452,137.84
ENCUMBRANCE TOTALS:						
			01-00-2010-00	ACCOUNTS PAYABLE	202,885.39	
			01-01-5600-00	PROFESSIONAL/TECHNICAL SERVICE		1,800.00
			01-01-5608-00	IT SERVICES		5,850.00
			01-01-5625-00	TERRACE LEAVES NEWSLETTER		2,945.00
			01-01-5668-00	COMMUNICATIONS		2,240.00
			01-01-5671-00	GENERAL LEGAL SERVICES		16,662.35
			01-01-5672-00	PROSECUTIONS		3,607.50
			01-01-5673-00	LITIGATION		8,164.50

INVOICE JOURNAL REPORT FOR CITY OF OAKBROOK TERRACE

Post Date	Journal	Description	GL Number	GL Description	DR Amount	CR Amount
			01-01-5674-00	LABOR RELATIONS		3,840.80
			01-01-6150-00	SOFTWARE		1,979.15
			01-01-6151-00	HARDWARE		2,546.50
			01-02-5680-00	DU COMM		141,910.50
			01-03-5600-00	PROFESSIONAL/TECHNICAL SERVICE		1,099.09
			01-11-5600-00	PROFESSIONAL/TECHNICAL SERVICE		10,240.00
			05-00-2010-00	ACCOUNTS PAYABLE	53,537.21	
			05-12-7145-01	Cover Salt Storage		53,537.21
			09-00-2010-00	Accounts Payable	54,429.49	
			09-12-7145-01	Cover Salt Storage		54,429.49
GRAND ENCUMBRANCE TOTAL:					310,852.09	310,852.09

INVOICE JOURNAL REPORT FOR CITY OF OAKBROOK TERRACE

Post Date	Journal	Description	GL Number	GL Description	DR Amount	CR Amount
10/06/2025	AP	RECORD-A-HITS, INC		BOUNCE HOUSE AND SLIDE FOR PUMPKINS IN T		
			01-01-5780-01	PUMPKINS IN PARK	757.50	
			01-00-2010-00	ACCOUNTS PAYABLE		757.50
					<u>757.50</u>	<u>757.50</u>
CASH/PAYABLE TOTALS:						757.50
GRAND CASH/PAYABLE TOTAL:						<u>757.50</u>
TOTALS:						757.50
			01-00-2010-00	ACCOUNTS PAYABLE		757.50
			01-01-5780-01	PUMPKINS IN PARK	757.50	
GRAND TOTAL:					<u>757.50</u>	<u>757.50</u>

INVOICE JOURNAL REPORT FOR CITY OF OAKBROOK TERRACE

Post Date	Journal	Description	GL Number	GL Description	DR Amount	CR Amount
10/01/2025	AP	Amazon Capital Services		SUPPLIES		
			01-01-6130-00	SUPPLIES	600.16	
			01-01-6120-00	OFFICE SUPPLIES	5.89	
			01-00-2010-00	ACCOUNTS PAYABLE		606.05
					<u>606.05</u>	<u>606.05</u>
10/01/2025	AP	Amazon Capital Services		SUPPLIES		
			01-02-5663-00	VEHICLE MAINT. & REPAIR	90.83	
			01-01-6130-00	SUPPLIES	41.49	
			01-01-5610-00	MEMBERSHIP & ASSOCIATION FEES	499.00	
			01-04-6190-00	NON-CAPITAL EQUIPMENT	304.19	
			01-01-6120-00	OFFICE SUPPLIES		150.16
			01-00-2010-00	ACCOUNTS PAYABLE		785.35
					<u>935.51</u>	<u>935.51</u>
10/01/2025	AP	Cintas Corporation		CH FLOOR MAT SERVICE		
			01-04-5770-00	BUILDING MAINTENANCE	129.99	
			01-00-2010-00	ACCOUNTS PAYABLE		129.99
					<u>129.99</u>	<u>129.99</u>
10/01/2025	AP	Cintas Corporation		PD FLOOR MAT SERVICE		
			01-02-5700-00	PUBLIC INFORMATION	64.63	
			01-00-2010-00	ACCOUNTS PAYABLE		64.63
					<u>64.63</u>	<u>64.63</u>
CASH/PAYABLE TOTALS:			01-00-2010-00	ACCOUNTS PAYABLE		1,586.02
GRAND CASH/PAYABLE TOTAL:						<u>1,586.02</u>
TOTALS:			01-00-2010-00	ACCOUNTS PAYABLE		1,586.02
			01-01-5610-00	MEMBERSHIP & ASSOCIATION FEES	499.00	
			01-01-6120-00	OFFICE SUPPLIES		144.27
			01-01-6130-00	SUPPLIES	641.65	
			01-02-5663-00	VEHICLE MAINT. & REPAIR	90.83	
			01-02-5700-00	PUBLIC INFORMATION	64.63	
			01-04-5770-00	BUILDING MAINTENANCE	129.99	
			01-04-6190-00	NON-CAPITAL EQUIPMENT	304.19	
GRAND TOTAL:					<u>1,730.29</u>	<u>1,730.29</u>

INVOICE JOURNAL REPORT FOR CITY OF OAKBROOK TERRACE

Post Date	Journal	Description	GL Number	GL Description	DR Amount	CR Amount
09/24/2025	AP	Christopher B. Burke Engineering, L	09-12-7145-01	SALT BARN - 6/29-7/26/25		
			09-12-7145-01	Cover Salt Storage	4,595.00	
			09-00-2010-00	Accounts Payable		4,595.00
					4,595.00	4,595.00
09/24/2025	ENC	Christopher B. Burke Engineering, L	09-12-7145-01	PO 26-00010, SALT BARN - 6/29-7/26/25		
			09-12-7145-01	Cover Salt Storage		4,595.00
			09-00-2010-00	Accounts Payable	4,595.00	
					4,595.00	4,595.00
09/24/2025	AP	United Talent Coordinators	01-01-5780-00	PRODUCTION SERVICES - SUMMER CONCERTS		
			01-01-5780-00	SPECIAL EVENTS	4,700.00	
			01-00-2010-00	ACCOUNTS PAYABLE		4,700.00
					4,700.00	4,700.00
09/24/2025	ENC	United Talent Coordinators	01-01-5780-00	PO 0000002395, PRODUCTION SERVICES - SUM		
			01-01-5780-00	SPECIAL EVENTS		4,700.00
			01-00-2010-00	ACCOUNTS PAYABLE	4,700.00	
					4,700.00	4,700.00
09/24/2025	AP	LANOTTE, VALERY	01-01-5780-01	BAL. DUE FACE PAINTER - PUMPKINS IN THE		
			01-01-5780-01	PUMPKINS IN PARK	200.00	
			01-00-2010-00	ACCOUNTS PAYABLE		200.00
					200.00	200.00
09/24/2025	AP	RECORD-A-HITS, INC	01-01-5780-01	BOUNCE HOUSE AND SLIDE FOR PUMPKINS IN T		
			01-01-5780-01	PUMPKINS IN PARK	1,515.00	
			01-00-2010-00	ACCOUNTS PAYABLE		1,515.00
					1,515.00	1,515.00
09/24/2025	AP	DEARBORN LIFE INSURANCE COMPANY	01-01-4550-00	LIFE INSURANCE		
			01-01-4550-00	LIFE INSURANCE	60.59	
			01-02-4550-01	LIFE INSURANCE ADMINISTRATIVE	121.17	
			01-02-4550-02	LIFE INSURANCE SERGEANTS	90.88	
			01-02-4550-03	LIFE INSURANCE PATROL OFFICERS	393.82	
			01-02-4550-04	LIFE INSURANCE INVESTIGATIONS	60.59	
			01-03-4550-00	LIFE INSURANCE	90.88	
			01-04-4550-00	LIFE INSURANCE	166.61	
			01-11-4550-00	LIFE INSURANCE	214.44	
			03-12-4550-00	LIFE INSURANCE	75.73	
			01-00-2010-00	ACCOUNTS PAYABLE		1,198.98
			03-00-2010-00	ACCOUNTS PAYABLE		75.73
					1,274.71	1,274.71
CASH/PAYABLE TOTALS:						
			01-00-2010-00	ACCOUNTS PAYABLE		7,613.98
			03-00-2010-00	ACCOUNTS PAYABLE		75.73
			09-00-2010-00	Accounts Payable		4,595.00
						12,284.71
GRAND CASH/PAYABLE TOTAL:						
TOTALS:						
			01-00-2010-00	ACCOUNTS PAYABLE		7,613.98
			01-01-4550-00	LIFE INSURANCE	60.59	
			01-01-5780-00	SPECIAL EVENTS	4,700.00	
			01-01-5780-01	PUMPKINS IN PARK	1,715.00	
			01-02-4550-01	LIFE INSURANCE ADMINISTRATIVE	121.17	
			01-02-4550-02	LIFE INSURANCE SERGEANTS	90.88	
			01-02-4550-03	LIFE INSURANCE PATROL OFFICERS	393.82	
			01-02-4550-04	LIFE INSURANCE INVESTIGATIONS	60.59	
			01-03-4550-00	LIFE INSURANCE	90.88	
			01-04-4550-00	LIFE INSURANCE	166.61	
			01-11-4550-00	LIFE INSURANCE	214.44	
			03-00-2010-00	ACCOUNTS PAYABLE		75.73
			03-12-4550-00	LIFE INSURANCE	75.73	
			09-00-2010-00	Accounts Payable		4,595.00
			09-12-7145-01	Cover Salt Storage	4,595.00	
					12,284.71	12,284.71
GRAND TOTAL:						
ENCUMBRANCE TOTALS:						
			01-00-2010-00	ACCOUNTS PAYABLE	4,700.00	
			01-01-5780-00	SPECIAL EVENTS		4,700.00
			09-00-2010-00	Accounts Payable	4,595.00	
			09-12-7145-01	Cover Salt Storage		4,595.00
					9,295.00	9,295.00
GRAND ENCUMBRANCE TOTAL:						

ORDINANCE NO. 25 - 31

**AN ORDINANCE APPOINTING A CITY ADMINISTRATOR AND
TO APPROVE AND AUTHORIZE THE EXECUTION OF THE
CITY ADMINISTRATOR'S EMPLOYMENT AGREEMENT FOR THE
CITY OF OAKBROOK TERRACE, ILLINOIS**

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

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

WHEREAS, Sections 32.050 and 32.051 of the Code of Oakbrook Terrace, Illinois, establish the position of City Administrator as an officer of the City, to be appointed by the Mayor with the advice and consent of the City Council and providing that the City Administrator's term of office shall continue during, but shall not exceed, the term of office of the Mayor then holding office and shall continue until a successor is appointed unless a shorter term is specified in the City Administrator's employment agreement;

WHEREAS, the Mayor with the advice of the City Council has appointed Tanya Walker to serve as City Administrator, and the City Council desires to consent to the appointment;

WHEREAS, Section 32.053 of the Code of Oakbrook Terrace, Illinois, provides that the rate of compensation of the City Administrator shall be set by the City Council;

WHEREAS, the City Council desires to set the compensation, provide certain benefits and establish certain conditions of employment of the City Administrator through an Employment Agreement with the City;

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

WHEREAS, Section 7.3(b) of the Illinois Open Meetings Act (5 ILCS 120/7.3(b)) requires that the City, being an employer participating in the Illinois Municipal Retirement Fund, at least six (6) days before it approves an employee's total compensation package that is equal to or in excess of One Hundred Fifty Thousand Dollars (\$150,000) per year, post the total compensation package for that employee on its website, or in lieu of posting the information directly on the website, post directions on the website on how to access that information provided that a physical copy of the total compensation package for that employee is posted at the principal office of the City; and

WHEREAS, for purposes of Section 7.3(b) of the Illinois Open Meetings Act, 5 ILCS 120/7.3(b), “total compensation package” shall mean payment by the City to the employee for salary, health insurance, a housing allowance, a vehicle allowance, a clothing allowance, bonuses, loans, vacation days granted and sick days granted;

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

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

Section 2: The City Council hereby consents to the nomination of Tanya Walker to serve in the office of City Administrator.

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

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

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

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

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

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

Section 9: The City Council finds that the City Administrator’s total compensation package exceeds One Hundred Fifty Thousand Dollars (\$150,000.00), the City participates in the Illinois Municipal Retirement Fund and the City has posted a notice of the City Administrator’s total compensation package on the City’s website, or in lieu of posting the information directly on the City’s website, posted directions on the City’s website on how to access that information and that a physical copy of the City Administrator’s total compensation package was posted at the principal office of the City, at least six (6) days before the effective date of this ordinance.

Section 10: It is hereby determined that it is advisable, necessary and in the public interest that the City approve and does hereby approve the Employment Agreement of Tanya Walker to provide the compensation, terms and conditions of the appointment as City Administrator.

Section 11: Provided that Tanya Walker executes the Certification, a copy of which is attached hereto marked as Exhibit “D” and made a part hereof and the Employment Agreement, a copy of which is attached hereto marked as Exhibit “E” and made a part hereof, the Mayor shall be and is hereby authorized and directed to execute and the City Clerk shall be and is hereby authorized to attest the Employment Agreement on behalf of the City.

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

ADOPTED this 14th day of October 2025, pursuant to a roll call vote as follows:

AYES: _____
NAYS: _____
ABSENT: _____
ABSTENTION: _____

APPROVED by me this 14th day of October 2025.

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

ATTESTED and filed in my office,
this 14th day of October 2025.

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

EXHIBIT “A”

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

CERTIFICATE OF APPOINTMENT

TO: Michael Shadley, City Clerk

I, Paul Esposito, Mayor of the City of Oakbrook Terrace, DuPage County, Illinois, do hereby certify that Tanya Walker has been duly appointed by me with the advice and consent of the City Council on the 14th day of October 2025 to the office of City Administrator of the City of Oakbrook Terrace, Illinois, for a term not to exceed that of the current Mayor of the City of Oakbrook Terrace and until his successor shall have been duly appointed and qualified.

Given under my hand and the Corporate Seal of Oakbrook Terrace, Illinois, this 14th day of October 2025.

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

EXHIBIT “B”

CITY OF OAKBROOK TERRACE, ILLINOIS

OATH OF OFFICE

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

Administered and sworn at Oakbrook Terrace, Illinois, this 14th day of October 2025.

Tanya Walker

**WARRANT OF COMMISSION
FOR THE OFFICE OF CITY ADMINISTRATOR
OF THE CITY OF OAKBROOK TERRACE, ILLINOIS**

TO ALL TO WHOM THESE PRESENTS SHALL COME:

Given under my hand and the Corporate Seal of Oakbrook Terrace, Illinois, this 14th day of October 2025.

[Seal]

1333107.1

EXHIBIT “D”

CERTIFICATION

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

I, Tanya Walker, hereby certify, represent and warrant to the City that:

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

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

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

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

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

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

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

commits, threatens to commit, or supports terrorism; and I am not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation; and

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

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

Dated: October 14, 2025

Tanya Walker

STATE OF ILLINOIS)
) ss.
COUNTY OF DUPAGE)

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

Dated: October 14, 2025

Notary Public

EMPLOYMENT AGREEMENT – FINANCE DIRECTOR/CITY ADMINISTRATOR

THIS AGREEMENT (the "Agreement") is made and entered into this 14th day of October 2025 by and between the City of Oakbrook Terrace, a municipal corporation, (hereinafter referred to as the "City"), and Tanya Walker (hereinafter referred to as the "Finance Director/City Administrator", the "Finance Director" or the "City Administrator" as the context determines) (collectively from time to time referred to as the "Parties").

WITNESSETH:

WHEREAS, 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, Tanya Walker currently serves as the City's Finance Director;

WHEREAS, in addition to serving as the City's Finance Director, the City desires to employ the services of Tanya Walker as the City Administrator; and

WHEREAS, it is the desire of the City to provide certain benefits, establish certain conditions of employment and to set working conditions for the Finance Director/City Administrator;

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

1. Availability for Employment.

1.1. The Finance Director/City Administrator represents and covenants to the City that the Finance Director/City Administrator is not:

1.1.1. Subject or a party to any employment agreement, restriction, covenant or any similar agreement, covenant, understanding or restriction that would prohibit the Finance Director/City Administrator from executing this Agreement and fully performing the Finance Director/City Administrator's duties and responsibilities hereunder, or in any manner, directly or indirectly, limit or affect the duties and responsibilities that may now or in the future be assigned to the Finance Director/City Administrator hereunder;

1.1.2. Part of the immediate family, including the spouse, mother, father, sister, brother, son, daughter, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandmother, grandfather, grandson, granddaughter, uncle, aunt, niece, nephew, and first cousin, of any City public officer or employee at or above the level of department head.

2. Employment and Duties.

2.1. The City hereby employs Tanya Walker as an employee of the City as its

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Finance Director and as its City Administrator. The Finance Director/City Administrator hereby accepts the employment as the City’s Finance Director and City Administrator in accordance with all the provisions of the Code of Oakbrook Terrace, Illinois, and the City’s Personnel Policy and Administrative Procedures that relate to the performance of the duties of such position, as such provisions may be in effect from time to time and in accordance with the terms of this Agreement. The Finance Director/City Administrator shall perform such duties to the best of her ability in accordance with the highest professional and ethical standards of the profession and shall comply with all rules and regulations of the City related to the Finance Director/City Administrator’s employment.

2.2. When serving as the City Administrator, the Finance Director/City Administrator shall be responsible to the Mayor and City Council for the proper administration of the affairs of the City assigned to the Finance Director/City Administrator by the Mayor. In discharging this responsibility, the Finance Director/City Administrator shall:

2.2.1. Execute all powers and duties as may from time to time be assigned to the Finance Director/City Administrator by the Mayor or as may be additionally specified by law or ordinance;

2.2.2. Attend all City Council meetings and certain specified meetings of appointed boards and commissions. The Finance Director/City Administrator shall have the right to take part in all discussions, but shall not vote;

2.2.3. Pursuant to direction from the Mayor and City Council, provide for the enforcement of all laws and ordinances within the City.

2.3. The Finance Director/City Administrator shall serve as the head of the City’s Finance Department, an administrative department of the City, under the general supervision of the Mayor. The Finance Department shall consist of those positions as are annually determined by the City Council as part of the “Personnel and Position Schedule” attached to the approved budget for each fiscal year. The powers and duties of the Finance Department shall be set out in the provisions of the Code of Oakbrook Terrace, Illinois, and in the Mission Statement, Goals and Objectives as contained in the approved budget for each fiscal year.

2.4. The Finance Director/City Administrator shall be responsible to the Mayor and City Administrator for the proper administration of the financial affairs of the City assigned to the Finance Director/City Administrator. In discharging this responsibility, the Finance Director/City Administrator shall:

2.4.1. Execute all powers and duties as may from time to time be assigned to the Finance Director/City Administrator by the Mayor or as may be additionally specified by law or ordinance.

2.5. If appointed by the Mayor, with the advice and consent of the City Council, the Finance Director/City Administrator shall also serve as the City Treasurer without additional salary and shall be responsible for the proper administration of the financial affairs

of the City assigned to the City Treasurer. In discharging this responsibility, the City Treasurer shall:

2.5.1. Perform such duties as may be prescribed by state statute or ordinance. With assistance of the Finance Department, the City Treasurer shall receive all money belonging to the City and shall keep the Treasurer's books and accounts in the manner prescribed by ordinance. If the Treasurer has possession of money properly appropriated to the payment of any warrant lawfully drawn upon the Treasurer, the Treasurer shall pay the money specified in the warrant to the person designated by the warrant. All such duties and functions exercised or performed by the City Treasurer shall be exercised or performed in conjunction with her duties as the head of the Finance Department and in accordance with §§ 33.020 and 33.021 of the Code of Oakbrook Terrace, Illinois, and the City's Personnel Policies and Administrative Procedures, created February 12, 2002, as amended; in accordance with the purchasing and procurement procedures established in §§ 30.65 through 30.75 of the Code of Oakbrook Terrace, Illinois; and in accordance with the finance provisions established in Chapter 34 of the Code of Oakbrook Terrace, Illinois;

2.5.2. With the assistance of the Finance Department, keep all money belonging to the City separate and distinct from the City Treasurer's own money, and shall not use, either directly or indirectly, the City's money or warrants for the personal use and benefit of the City Treasurer or any other person;

2.5.3. With the assistance of the Finance Department, report to the corporate authorities on a monthly basis, with a full and detailed account of all receipts and expenditures of the City, as shown in the City Treasurer's books up to the time of the report, which reports shall be filed in the office of the Finance Department and made available for public review; and

2.5.4. Within six months after the end of each fiscal year and with the assistance of the Finance Department, prepare and file with the City Clerk and the corporate authorities, an account of moneys received and expenditures incurred during the preceding fiscal year, as provided by state law and local ordinance. Such reports shall be prepared and filed by the City Treasurer in conjunction with the head of the Finance Department and in accordance with §§ 33.020 and 33.021 of the Code of Oakbrook Terrace, Illinois, and the City's Personnel Policies and Administrative Procedures, created February 12, 2002, as amended; in accordance with the purchasing and procurement procedures established in §§ 30.65 through 30.75 of the Code of Oakbrook Terrace, Illinois; and in accordance with the finance provisions established in Chapter 34 of the Code of Oakbrook Terrace, Illinois.

2.6. If the Finance Director/City Administrator or another person is not appointed to serve as the City Treasurer, so that the office of the City Treasurer is vacant, all rights, duties and functions exercised or performed by the City Treasurer as determined in the Code of Oakbrook Terrace, Illinois, and/or the Illinois Municipal Code, shall be exercised or performed by the Finance Director/City Administrator until such time as a City Treasurer is duly appointed. In discharging this responsibility, the Finance Director/City Administrator:

2.6.1. Shall receive all money belonging to the City;

2.6.2. Shall keep the finance department’s books and accounts in the manner prescribed by ordinance or in the absence of such ordinance, in compliance with generally accepted accounting principles for state and local governments. These books and accounts shall always be subject to the inspection of any member of the City’s corporate authorities. The City may, however, by ordinance designate a person or institution which, as bond trustee, shall receive from the county collector amounts payable to the City as taxes levied pursuant to a bond issuance;

2.6.3. Shall keep a separate account of each fund or appropriation and the debits and credits belonging to the fund or appropriation;

2.6.4. Shall give every person paying money into the City’s treasury a receipt, specifying the date of payment and upon what account paid. The Finance Director shall file copies of these receipts with the City Clerk, with the Finance Director’s monthly reports. If the Finance Director has possession of money properly appropriated to the payment of any warrant lawfully drawn upon the City, the Finance Director shall pay the money specified in the warrant to the person designated by the warrant;

2.6.5. Shall, at the end of every month, and more often if required by the City’s corporate authorities, render an account under oath to the City’s corporate authorities, or to an officer designated by ordinance, showing the state of the City’s treasury at the date of the account and the balance of money in the City treasury;

2.6.6. Shall accompany the account with a statement of all money received into the City treasury and on what account, together with all warrants redeemed and paid by the Finance Director;

2.6.7. Shall, on the day the Finance Director renders an account, deliver these warrants, with all vouchers held by the Finance Director, to the City Clerk and file them, together with the account, in the City Clerk’s office. All paid warrants shall be marked “Paid”;

2.6.8. Shall keep a register of all warrants, which shall describe each warrant, showing its date, amount and number, the fund from which paid, the name of the person to whom paid, and when paid;

2.6.9. Shall keep all funds and money in the Finance Director’s custody belonging to the City in places of deposit designated by ordinance;

2.6.10. May request that the City’s corporate authorities designate one or more banks in which may be kept the funds and money of the City in the custody of the Finance Director;

2.6.11. Shall deposit the City’s funds in such depositories as may be selected from time to time as is provided by law;

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2.6.12. Shall, when a bank has been designated as a depository, continue to use it as a depository until ten (10) days have elapsed after a new depository is designated and has qualified by furnishing the statements of resources and liabilities;

2.6.13. Shall, when a new depository is designated, request that the City's corporate authorities notify the sureties of the Finance Director of that fact in writing at least five (5) days before the transfer of funds;

2.6.14. Shall be discharged from responsibility for all funds or money that the Treasurer deposits in a designated bank while the funds and money are so deposited;

2.6.15. May require any bank to deposit with the City securities or mortgages that have a market value at least equal to the amount of the funds or moneys of the City deposited with the bank that exceeds the insurance limitation provided by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation;

2.6.16. May enter into agreements of any definite or indefinite term regarding the deposit, redeposit, investment, reinvestment or withdrawal of City funds;

2.6.17. Is permitted to:

2.6.17.1. Combine moneys from more than one fund of the for the purpose of investing such moneys;

2.6.17.2. Join with any other official custodians or treasurers of municipal, intergovernmental risk management entity, self-insurance pool, waste management agency or other intergovernmental entity composed solely of participating municipalities for the purpose of jointly investing the funds of which the official custodians or treasurers have custody; and

2.6.17.3. Enter into agreements of any definite or indefinite term regarding the redeposit, investment or withdrawal of municipal, risk management entity, self-insurance agency, waste management agency or other intergovernmental entity funds.

When funds are combined for investment purposes as authorized in this subsection 2.6.17, the moneys combined for those purposes shall be accounted for separately in all respects; and the earnings from such investment shall be separately and individually computed, recorded and credited to the fund, municipality, intergovernmental risk management entity, self-insurance pool, waste management agency or other intergovernmental entity, as the case may be, for which the investment was acquired. Joint investments shall be made only in investments authorized by law for investment of municipal funds. The grant of authority contained in this subsection is cumulative, supplemental and in addition to all other power or authority granted by any other law and shall not be construed as a limitation of any power and authority otherwise granted;

2.6.18. Shall invest the funds and public moneys in the custody of the Finance Director in accordance with the Public Funds Investment Act;

2.6.19. Shall keep all money belonging to the City and in the Finance Director's custody separate and distinct from the Finance Director's own money and shall not use, either directly or indirectly, the City's money or warrants for the personal use and benefit of the Finance Director or of any other person. Any violation of this provision shall subject the Finance Director to immediate termination of employment by the Mayor;

2.6.20. Shall report to the City's corporate authorities, as often as they require, a full and detailed account of all receipts and expenditures of the City, as shown by the Finance Department's books, up to the time of the report;

2.6.21. Shall annually within six (6) months after the end of each fiscal year, prepare and file with the City Clerk an account of moneys received and expenditures incurred during the preceding fiscal year. The Finance Director shall show in the account:

2.6.21.1. All moneys received by the City, indicating the total amounts, in the aggregate, received in each account of the City, with a general statement concerning the source of receipts. In this subparagraph, the term "account" does not mean each individual taxpayer, householder, licensee, utility user or other persons whose payments to the City are credited to a general account;

2.6.21.2. Except as provided in paragraph 2.5.21.3, all moneys paid out by the municipality where the total amount paid during the fiscal year exceeds \$2,500 in the aggregate, giving the name of each person to whom moneys were paid and the total paid to each person;

2.6.21.3. All moneys paid out by the City as compensation for personal services, giving the name of each person to whom moneys were paid and the total amount paid to each person from each account, except that the Finance Director may elect to report the compensation for personal services of all personnel by name, listing each employee in one of the following categories:

- 2.6.21.3.1.** Under \$25,000.00;
- 2.6.21.3.2.** \$25,000.00 to \$49,999.99;
- 2.6.21.3.3.** \$50,000.00 to \$74,999.99;
- 2.6.21.3.4.** \$75,000.00 to \$99,999.99;
- 2.6.21.3.5.** \$100,000.00 to \$124,999.99; or

2.6.21.3.6. \$125,000.00 and over;

2.6.21.4. A summary statement of operations for all funds and account groups of the City, as excerpted from the annual financial report as filed with the appropriate state agency.

2.6.22. Shall assist the City Clerk and verify that, upon receipt of the account from the Finance Director, the City Clerk has published the account at least once in one or more newspapers published in the City or, if no newspaper is published in the City, then in one or more newspapers having a general circulation within the City;

2.6.23. Shall, within 6 months after the end of each fiscal year, file, with the county collector of taxes who collects taxes levied by the City, a copy of the annual account that is required to be filed with and published by the City Clerk, together with an affidavit of the City Clerk stating that the copy is a true and correct copy of the annual account filed with the City Clerk, that it was published or posted as required by Section 3.1-35-65 of the Illinois Municipal Code, the date of the filing and publication or posting, and, if published, the newspaper in which it was published; and

2.6.24. Shall hold all money received on a special assessment as a special fund to be applied to the payment of the improvement for which the assessment was made, and the money shall be used for no other purpose except to reimburse the municipality for money expended for the improvement.

3. Employment Commencement and Term.

3.1. The Finance Director/City Administrator's employment shall commence on October 15, 2025. This Employment Agreement shall be effective for the balance of the current term of the current Mayor. The Finance Director/City Administrator serves at the pleasure of the Mayor; and nothing in this Agreement shall prevent, limit or otherwise interfere with the rights of the Mayor to terminate the employment of the Finance Director/City Administrator at any time, subject only to the provisions set forth herein. The Finance Director/City Administrator shall initially be considered an introductory “at-will” employee of the City. Provided that the Finance Director/City Administrator successfully completes her probation period, she shall be considered a Fair Labor Standards Act exempt salaried “at-will” employee of the City. Upon re-election and taking office, the Mayor may, but shall not be required to, extend the initial term of employment of the Finance Director/City Administrator. The City's obligations hereunder shall cease upon the expiration of the appropriation of funds, without further payment's being required, in any year for which the corporate authorities of the City or other legally applicable funding source fails to make an appropriation sufficient to pay such obligation. The City shall give the Finance Director/City Administrator notice of such termination for funding as soon as practicable after the City becomes aware of the failure of funding. This Agreement shall remain in full force and effect until terminated by the City or the Finance Director/City

Administrator as provided herein. Failure to extend the initial term of the Finance Director/City Administrator shall constitute termination.

3.2. Should the Finance Director/City Administrator be appointed as the City Treasurer, the Mayor may remove the Finance Director/City Administrator from the office of the City Treasurer pursuant to the provisions of the Code of Oakbrook Terrace, Illinois, and/or the Illinois Municipal Code, as applicable, with or without terminating the Finance Director/City Administrator's employment hereunder. Until a successor is appointed, removal of the Finance Director/City Administrator from the office of City Treasurer shall be considered an absence of the City Treasurer. During such absence, the Mayor shall be permitted to designate qualified administrative officer(s) to perform the duties of the City Treasurer.

4. Conflicts of Interest.

In keeping with the Finance Director/City Administrator's fiduciary duties to the City, the Finance Director/City Administrator shall not become involved in a conflict of interest. Should the Finance Director/City Administrator at any time discover a conflict of interest or a potential conflict of interest, the Finance Director/City Administrator shall immediately disclose to the Mayor any facts that involve or might involve a conflict of interest. The Finance Director/City Administrator shall not allow a conflict of interest to continue at any time during the Finance Director/City Administrator's period of employment with the City. The Finance Director/City Administrator and the City recognize and acknowledge that it is not possible to provide an exhaustive list of actions or interests which may constitute a "conflict of interest." The Finance Director/City Administrator shall comply at all times with the City's ordinance and policies, federal and Illinois laws pertaining to conflicts of interest. The Finance Director/City Administrator hereby acknowledges that any direct or indirect interest in, connection with or benefit from any outside activities, particularly commercial activities, involves a possible conflict of interest. Circumstances in which a conflict of interest on the part of the Finance Director/City Administrator would or might arise, and which must be reported immediately to the City Administrator, include, but are not limited to, any of the following:

4.1. Performing or participating in any official act or action with regard to any transaction in which the Finance Director/City Administrator has, or knows she will thereafter acquire, a financial interest, provided, however, that any financial interest permitted or prohibited under applicable state laws and regulations, as they may be amended from time to time, shall be permitted or prohibited under the same circumstances and conditions and to the same extent as therein set forth;

4.2. Ownership by the Finance Director/City Administrator and/or the Finance Director/City Administrator's immediate family member(s) of an interest in any lender, supplier, contractor or other entity with which City does business;

4.3. Consulting for, being employed by, doing business with or accepting material benefits from any lender, supplier, contractor or other entity which does or seeks to do business with the City during the Finance Director/City Administrator's period of employment with the City unless authorized in writing and in advance by the City Administrator;

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4.4. Consulting for, being employed by, doing business with or accepting material benefits from any person or entity (a) the business of which the City regulates; (b) which seeks to obtain any permission, relief or action from the City or (c) that is interested in any City contract during the Finance Director/City Administrator's period of employment with the City unless authorized, in writing and in advance, by the Mayor and the City Council;

4.5. Performing or participating in any official act or action with regard to any transaction in which the Finance Director/City Administrator has, or knows she will thereafter acquire, a financial interest in violation of Section 30.31 of the Code of Oakbrook Terrace, Illinois, provided, however, that any financial interest permitted or prohibited under applicable state laws and regulations, as they may be amended from time to time, shall be permitted or prohibited under the same circumstances and conditions and to the same extent as therein set forth;

4.6. Violating Section 3 of the Public Officer Prohibited Activities Act, 50 ILCS 105/3, including, but not limited to:

4.6.1. Being financially interested directly in the Finance Director/City Administrator's own name or indirectly in the name of any other person, association, trust, or corporation, in any City contract or the performance of any work in the making or letting of which the Finance Director/City Administrator may be called upon to act;

4.6.2. Representing, either as agent or otherwise, any person, association, trust, or corporation, with respect to any application or bid for any contract or work in regard to which the Finance Director/City Administrator may be called upon to award;

4.6.3. Taking or receiving, or offering to take or receive, either directly or indirectly, any money or other thing of value as a gift or bribe or means of influencing the Finance Director/City Administrator's action in his official character;

4.7. Performing or participating in any official act or action with regard to any transaction in which the Finance Director/City Administrator has, or knows she will thereafter acquire, a financial interest in violation of Section 30.32 of the Code of Oakbrook Terrace, Illinois, provided, however, that any financial interest permitted or prohibited under applicable state laws and regulations, as they may be amended from time to time, shall be permitted or prohibited under the same circumstances and conditions and to the same extent as therein set forth.

4.8. Misusing information, property or facilities to which the Finance Director/City Administrator has access in a manner which is or may be injurious to the interests of City, including, but not limited to its business, reputation or goodwill.

5. Confidential Information.

5.1. City Information. The Finance Director/City Administrator shall at all times during the term of the Finance Director/City Administrator's employment with the City and

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thereafter hold in strictest confidence, and not use, except for the benefit of the City's government and affairs, or disclose to any person, firm, corporation or other entity without written authorization of the City Council, any Confidential Information of the City which the Finance Director/City Administrator obtains or creates. The Finance Director/City Administrator shall not disclose, confidential or privileged information concerning the property, government or affairs of the City and shall not use any such Confidential Information to advance her own interests or the Finance Director/City Administrator's family members'. The Finance Director/City Administrator shall not to make copies of such Confidential Information except as authorized by the City, its ordinances or the Freedom of Information Act or otherwise required by law. "Confidential Information" means any City public records or information or other information disclosed to the Finance Director/City Administrator in the course of her employment with the City. "Confidential Information" includes, but is not limited to, all information and any idea in whatever form, tangible or intangible pertaining to any aspects of the City's business, or its employees, residents, consultants or businesses which was produced by any employee or consultant of the City in the course of her employment or consulting relationship or otherwise produced or acquired by or on behalf of the City. "Confidential Information" does not include any of the foregoing items which are required to be disclosed under the Freedom of Information Act or otherwise required by law or have become publicly and widely known and made generally available through no wrongful act of the Finance Director/City Administrator or of others who were under confidentiality obligations as to the item or items involved.

5.2. Third-Party Information. The City has received and, in the future, will receive from third parties their confidential or proprietary information subject to a duty on the City's part to maintain the confidentiality of such information and to use it only for certain limited purposes. The Finance Director/City Administrator shall hold all such confidential or proprietary information in the strictest confidence and not disclose it to any person, firm or corporation or use it except as necessary in carrying out the Finance Director/City Administrator's City duties consistent with the City's agreement with such third party.

6. Resignation.

In the event that the Finance Director/City Administrator voluntarily resigns her position with the City, the Finance Director/City Administrator shall provide a minimum of ten (10) working days' notice unless the City and the Finance Director/City Administrator otherwise agree. Unless the City and the Finance Director/City Administrator otherwise agree, in the event that the Finance Director/City Administrator voluntarily resigns her position with the City, the Finance Director/City Administrator shall not be entitled to a Separation Payment but shall be entitled to all salary and benefits, including the monetary equivalent of all earned, but unused vacation and sick leave in compliance with the provisions of the Wage Payment Collection Act (820 ILCS 115/1 *et seq.*) and the City's Personnel Policy and Administrative Procedures through and including the effective date of her resignation so long as the Finance Director/City Administrator continues to perform her full-time duties for the City. All compensation provided for in this Agreement shall cease upon the effective date of the Finance Director/City Administrator's resignation, provided that the Finance Director/City Administrator shall be entitled to continuation of health insurance benefits for thirty

(30) days after the effective date; and thereafter, the continuation of the health insurance benefits will be at the Finance Director/City Administrator's own expense.

7. Removal from Office: Termination of Employment.

The Finance Director/City Administrator may be removed from the office of City Administrator, with or without Cause, and her employment terminated at any time by the Mayor, provided that the Mayor reports to the City Council the reason for the removal within the time limits prescribed by law. Until a successor is appointed, removal of the Finance Director/City Administrator from office of City Administrator shall be considered an absence of the City Administrator. During such absence, the Mayor shall be permitted to designate qualified administrative officer(s) to perform the duties of the City Administrator.

7.1. "Cause" as used herein shall mean:

7.1.1. Any act of fraud, gross incompetence, misconduct or gross misrepresentation, in connection with the City Administrator's employment activities;

7.1.2. The Finance Director/City Administrator's failure to perform her duties to the City in all material respects or a material breach of this Agreement, after written notice thereof from the City (which notice will specifically identify the area(s) where the Finance Director/City Administrator has failed to perform her duties or materially breached the Agreement and identify action(s), if any, required to be taken by the Finance Director/City Administrator to rectify such failure), and the Finance Director/City Administrator's failure to perform continues for a period of ten (10) days after such notice;

7.1.3. The conviction, or the entry of a plea of guilty, nolo contendere or an equivalent plea, of the Finance Director/City Administrator of a felony or any crime involving moral turpitude, or any other act which may cause harm to the City's standing and reputation;

7.1.4. The conviction, or the entry of a plea of guilty, nolo contendere or an equivalent plea, of the Finance Director/City Administrator of a misdemeanor involving dishonesty that results in a traceable and identifiable detrimental financial impact upon the City, but excluding any other misdemeanor or petty offense such as a traffic violation or infraction;

7.1.5. The conviction, or the entry of a plea of guilty, nolo contendere or an equivalent plea, of the Finance Director/City Administrator of any criminal act relating to the Finance Director/City Administrator's employment with the City and/or affecting the ability of Finance Director/City Administrator to carry out the duties and responsibilities of the office of City Administrator or the position of Finance Director;

7.1.6. Conduct, relating to City employment, which, while not criminal in nature, violates the City's Personnel Policies and Administrative Procedures, the rules and regulations of the City or other reasonable standards of professional and personal conduct in some substantial manner;

7.1.7. Malicious or intentional discrimination in hiring, promotion or termination of any employee for reasons of race, color, religious creed, ancestry, age, sex, marital status, national origin, handicapped status or any other reasons prohibited by law;

7.1.8. Deliberately performing any act which unnecessarily endangers the health or safety of employees or others associated with the activities of the City government;

7.1.9. Misappropriation or theft of City property; or

7.1.10. Abandonment of job or duties for any unreasonably extended period of time without any explanation of her whereabouts or any statement of commitment regarding when she is to return to the performance of those duties.

7.2. "Misconduct" as used herein shall include, but is not limited to, the following:

7.2.1. Conduct demonstrating conscious disregard of the City's interests and found to be a deliberate violation or disregard of the reasonable standards of behavior which the City expects of the Finance Director/City Administrator. Such conduct may include, but is not limited to, willful damage to City property that results in damage of more than \$50.00, or theft of City property or property of a customer or invitee of the City;

7.2.2. Carelessness or negligence to a degree or recurrence that manifests culpability or wrongful intent, or shows an intentional and substantial disregard of the City's interests or of the City Administrator's duties and obligations to the City;

7.2.3. Chronic absenteeism or tardiness in deliberate violation of a known policy of the City or one or more unapproved absences following a written reprimand or warning relating to more than one unapproved absence;

7.2.4. A willful and deliberate violation of a standard or an Illinois statute or regulation by the Finance Director/City Administrator, which violation would cause the City to be sanctioned by an Illinois office or agency;

7.2.5. A violation of a City rule, unless the Finance Director/City Administrator can demonstrate that:

7.2.5.1. She did not know, and could not reasonably know, of the rule's requirements;

7.2.5.2. The rule is not lawful or not reasonably related to the job environment and performance; or

7.2.5.3. The rule is not fairly or consistently enforced;

7.2.6. A material breach of this Agreement;

7.2.7. Failure to satisfactorily perform the duties and responsibilities of the office of City Administrator or the position of Finance Director; or

7.2.7. Other conduct, including, but not limited to, committing criminal assault or battery on another employee, or on a customer or invitee of the City, or committing abuse or neglect of a resident, disabled person, elderly person or child.

The existence of Cause or Misconduct shall be determined by the Mayor. If removed from office of City Administrator by the Mayor, the Finance Director/City Administrator may be restored to office of City Administrator by a vote of two-thirds of the City Council. In the event the Mayor determines that Cause or Misconduct exists, the Mayor may, in his sole discretion, as an alternative to removal from office and employment termination, suspend the Finance Director/City Administrator, with or without pay, for a period of up to thirty (30) days.

7.3. The Finance Director/City Administrator's employment as Finance Director may be terminated, with or without cause, at any time by the Mayor. Until a successor is hired, the Mayor shall be permitted to designate qualified administrative officer(s) to perform the duties of the Finance Director.

7.4. Payment upon Termination of Employment. The Finance Director/City Administrator shall, in the event of termination of employment, be entitled to the monetary equivalent of all earned vacation and sick leave in compliance with the provisions of the Wage Payment Collection Act (820 ILCS 115/1 *et seq.*) and the City's Personnel Policy and Administrative Procedures. In consideration for, and as a condition precedent to provision of all benefits under this paragraph, the Finance Director/City Administrator shall execute a general release releasing City from any and all causes of action, claims and demands which the Finance Director/City Administrator might have against the City. Nothing in this Agreement shall prevent, limit or otherwise interfere with the City's right to terminate this Agreement, with or without cause, at any time, subject only to the provisions set forth in this Section 7, applicable federal, state and local laws and the City's Personnel Policy and Administrative Procedures. To the extent there is any conflict between the language of this Agreement and the City's Personnel Policy and Administrative Procedures, the language of this Agreement shall control.

7.5. Upon the termination of the Finance Director/City Administrator's employment with the City, regardless of cause therefor, the Finance Director/City Administrator shall promptly surrender to the City and shall not keep in the Finance Director/City Administrator's possession, recreate or deliver to anyone else any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, notebooks, materials, flow charts, equipment, other documents or property or reproductions of any aforementioned items provided to her by the City for use in relation to her employment or otherwise belonging to the City. Any property situated on the City's premises and owned by the City, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by City personnel at any time with or without notice.

8. Disability.

The parties recognize that the inability of the Finance Director/City Administrator to perform the essential functions of her job, with or without reasonable accommodation, for a period of two (2)

successive months following the exhaustion of all leave to which the Finance Director/City Administrator is entitled under federal or state law, the City's Personnel Policy and Administrative Procedures and this Agreement will cause an undue hardship on the City. Therefore, if, after having exhausted all leave to which the Finance Director/City Administrator is entitled under federal or state law, the City's Personnel Policy and Administrative Procedures and this Agreement, the Finance Director/City Administrator is unable to perform the essential functions of her job, with or without reasonable accommodation, because of disability, sickness, accident, injury or mental incapacity for a period of two (2) successive months, the Mayor shall have the option to remove the Finance Director/City Administrator from the office of City Administrator and to terminate this Agreement by written notice to the Finance Director/City Administrator; and such termination shall not be subject to the notice requirements of Section 7. Unless the City and the Finance Director/City Administrator otherwise agree, in the event that the Finance Director/City Administrator is removed from office pursuant to this Section 8, the Finance Director/City Administrator shall not be entitled to a Separation Payment.

9. Compensation.

The City shall pay the Finance Director/City Administrator, for her services rendered pursuant hereto, an annual base salary of One Hundred Sixty Thousand Three Hundred Sixty-Eight Dollars (\$160,368.00), payable at the same time as other employees of the City are paid.

10. Employment Benefits.

10.1. Automobile. The City shall provide the Finance Director/City Administrator with the use of a City automobile pursuant to Section 2.14 of the City's Personnel Policy and Administrative Procedures.

10.2. Use of Laptop and Cellular Telephone. The City shall provide the Finance Director/City Administrator with a laptop computer and cellular telephone at the City's expense. The Finance Director/City Administrator shall use said cell phone and laptop computer in accordance with City policies regarding such use.

10.3. Health and Life Insurance. The City shall provide for the Finance Director/City Administrator such health and life insurance benefits as are provided for all employees of the City and on the same terms and conditions as such benefits are provided to such employees.

10.4. Vacation, Sick Leave, Holidays and Personal Days. The Finance Director/City Administrator shall initially be entitled to one hundred sixty (160) hours of vacation time annually for each year of this Agreement. Upon achieving fourteen (14) years of continuous employment, the Finance Director/City Administrator shall be entitled to vacation leave consistent with the City's Personnel Policy and Administrative Procedures. The Finance Director/City Administrator shall be provided with all other leave benefits and obligations as are provided by the City to department heads and other exempt personnel of the City, including, but not limited to, vacation accumulation, carryover, buy back, scheduling, sick leave, personal days, paid holidays, floating holidays and bereavement leave consistent with the City's Personnel Policy and Administrative Procedures. For purposes of

this Agreement in those instances where the City’s Personnel Policy and Administrative Procedures requires the Department Head or the City Administrator to authorize paid or unpaid time off, the Mayor shall act as the person to authorize the Finance Director/City Administrator’s paid or unpaid time off. Pursuant to Section 36.04 of the Code of Oakbrook Terrace, Illinois, the provisions of the Paid Leave for All Workers Act (ILCS Ch. 820, Act 192, §§ 1 *et seq.*) do not apply to the City.

10.5. Retirement and Pension Contributions. The City shall make all retirement and pension contributions to the Illinois Municipal Retirement Fund required by law for the Finance Director/City Administrator.

10.6. Business Expenses. The City shall reimburse the Finance Director/City Administrator for all job-related necessary expenditures or losses incurred by the Finance Director/City Administrator that are within the Finance Director/City Administrator’s scope of employment and directly related to services performed for the City provided that the expenditures or losses incurred are documented in accordance with the City’s policies for business expense reimbursement. As used in this section, “necessary expenditures” means all reasonable expenditures or losses required of the Finance Director/City Administrator in the discharge of her employment duties and that inure to the primary benefit of the City. The City is not responsible for losses due to the Finance Director/City Administrator’s own negligence, losses due to normal wear, or losses due to theft unless the theft was a result of the City’s negligence.

10.7. Dues and Subscriptions. Subject to budget approval by the City, the City shall pay for the reasonable professional dues and subscriptions of the Finance Director/City Administrator for her membership and participation in national, statewide and local professional municipal management associations and organizations; and such membership and participation is encouraged for her continued professional growth and advancement in municipal management for the benefit of the City.

10.8. Professional Development. Subject to budget approval by the City, the City shall pay the reasonable travel and subsistence expenses of the Finance Director/City Administrator for professional and official travel, meetings and occasions adequate to continue the professional development of the Finance Director/City Administrator and to adequately pursue necessary official and other functions of the City. The City also shall pay for the travel and subsistence expenses of the Finance Director/City Administrator for short courses, institutes and seminars that benefit the City consistent with Section 4.6 of the City’s Personnel Policy and Administrative Procedures.

10.9. Deferred Compensation Plan. The City shall execute all necessary agreements provided by the Mission Square 457(b) Deferred Compensation Retirement Plan for the City Administrator’s participation in said supplementary retirement plan. Effective November 6, 2025, and each payroll date hereafter, the City shall make a contribution to the Mission Square 457(b) Deferred Compensation Retirement Plan in the amount of three percent (3.00%) of the City Administrator’s annual salary at that time.

11. Hours of Work.

The Finance Director/City Administrator is employed as a salaried, Fair Labor Standards Act exempt employee and must devote a great deal of time outside normal office hours to perform her duties and attend to the business of the City. The Finance Director/City Administrator shall maintain regular office hours, which shall generally coincide with the hours when the City offices are open to the public. Except when the Finance Director/City Administrator is on vacation or other leave, the Finance Director/City Administrator shall also attend the regular and special meetings of the City Council when requested by the Mayor or the City Administrator.

12. Residency.

The Finance Director/City Administrator is not required to reside in the City. However, should the Finance Director/City Administrator desire to relocate from her current residence during the term of this Agreement, the Finance Director/City Administrator shall establish and thereafter maintain residence within twenty-five (25) miles from the corporate boundaries of the City

13. Evaluation.

The first six (6) months of the term of this Agreement will be an introductory probation period during which the Finance Director/City Administrator's suitability for the position to which she has been appointed will be assessed. The City reserves the right to extend the introductory period, for a period not to exceed three (3) months, if, in the Mayor's opinion, such extension is necessary. On or before April 30, 2026, the Mayor shall provide the Finance Director/City Administrator with a written performance review, including an assessment of her performance and satisfactory completion of goals and objectives mutually agreed upon between the Parties. The performance review will inform the Finance Director/City Administrator whether she has successfully completed the introductory period. Thereafter, on or before May 1, 2027, and on or before the first business day of May of each subsequent year during the term of this Agreement that the Finance Director/City Administrator is employed, the Mayor shall provide the Finance Director/City Administrator with an annual written performance review. During or at the end of the introductory period, the Finance Director/City Administrator's employment may be terminated and the Finance Director/City Administrator removed from office of City Administrator or from the position of Finance Director by the Mayor. The City's disciplinary procedures as provided in Chapter 7 of the City's Personnel Policy and Administrative Procedures will not apply to the Finance Director during the introductory period. The Finance Director shall, in the event of termination of employment during or at the end of the introductory period, be entitled to the monetary equivalent of all earned vacation and sick leave in compliance with the provisions of the Wage Payment Collection Act (820 ILCS 115/1 *et seq.*) and the City's Personnel Policy and Administrative Procedures.

14. Exclusivity.

During the terms of this Agreement, the Finance Director/City Administrator shall remain in the sole and exclusive employ of the City and shall not accept other employment or become employed by any other employer without the prior written approval of the Mayor. The term “employed” and derivations of that term as used in the preceding sentence shall include employment by another legal entity or self-employment, provided that such exclusive employment shall not be

construed to preclude the Finance Director/City Administrator from occasional teaching, writing, speaking or consulting performed on her time off, even if outside compensation is provided for such services. Such activities are expressly allowed so long as such activities do not present a conflict of interest with the City's business and are not conducted on the City's time. In the event overnight travel is required for such non-City-related activities, the City shall be notified in advance; and, if such activities require time off from the Finance Director/City Administrator's regular working hours, the Finance Director/City Administrator shall be required to take vacation time.

15. Taxes.

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

16. Record Retention.

The Finance Director/City Administrator shall maintain her records relating to the performance of her duties under this Agreement, including, but not limited to, those records maintained on the Finance Director/City Administrator's City-provided cellular telephone and laptop computer, in compliance with the requirements of the City's Electronic Mail (E-Mail) Retention Policy (Section 13.2 of the City's Personnel Policy and Administrative Procedures), the Local Records Act (50 ILCS 205/1 *et seq.*) and the Freedom of Information Act (5 ILCS 140/1 *et seq.*) until written approval for the disposal of such records is obtained from the Local Records Commission. All records required to be maintained by the Finance Director/City Administrator related to the performance of her duties under this Agreement are public records which are to be made available (a) pursuant to any request for public records made pursuant to the Freedom of Information Act (5 ILCS 140/1 *et seq.*), subject to any exemptions asserted by the City thereunder; (b) with any request for public records made pursuant to any audit; and (c) by providing full access to and copying of all relevant records within a time period which allows the City to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*). Failure by the Finance Director/City Administrator to maintain the records required by this section or the failure by the Finance Director/City Administrator to provide full access to and copying of all relevant records within a time period which allows the City to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*) shall establish a presumption in favor of the City for the recovery of any penalties or attorney's fees imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*). The obligations imposed by this section shall survive final payment and the termination of the other obligations imposed by this Agreement.

17. Application of the Personnel Policy.

The City's Personnel Policy and Administrative Procedures shall be applicable to the employment of the Finance Director/City Administrator except to the extent that it is in conflict with a provision of this Agreement, in which case the specific provision of this Agreement shall control.

18. Statement of Economic Interests.

The Finance Director/City Administrator shall annually file with the office of the Illinois

Secretary of State a verified written Statement of Economic Interests pursuant to Article 4A entitled "Disclosure of Economic Interests" of the Illinois Governmental Ethics Act (5 ILCS 420/4A-101 *et seq.*).

19. Work Made For Hire.

19.1. All work product created or developed hereunder, including, but not limited to, reports and any other documents prepared by the Finance Director/City Administrator in connection with any or all of the services delivered to the City is for the use of and shall be the exclusive property of the City. All papers, notes, records, lists, data, files, forms, reports, accounts, documents, computer disks and diskettes, magnetic media, electronic files created or modified by the Finance Director/City Administrator relating in any manner to the services performed by the Finance Director/City Administrator or by anyone else and used by the Finance Director/City Administrator in performance of the services shall be a "work made for hire" as defined by the laws of the United States regarding copyrights.

19.2. The Finance Director/City Administrator hereby irrevocably assigns and transfers to the City and its successors and assigns all of her right, title, interest and ownership in the work made for hire, including, but not limited to, copyrights, trademarks, patents, trade secret rights, all intellectual property rights and the rights to secure any renewals, reissues and extensions thereof. The Finance Director/City Administrator grants permission to the City to register the copyright and other rights in the work made for hire in the City's name. The Finance Director/City Administrator shall give the City or any other person designated by the City all assistance reasonably necessary to perfect its rights under this Agreement and to sign such applications, documents, assignment forms and other papers as the City requests from time to time to further confirm this assignment. The Finance Director/City Administrator further grants to the City full, complete and exclusive ownership of the work made for hire. The Finance Director/City Administrator shall not use the work made for hire for the benefit of anyone other than the City, without the City's prior written permission. Upon completion of the services or other termination of this Agreement, the Finance Director/City Administrator shall deliver to the City all copies of any and all materials relating or pertaining to this Agreement. The Finance Director/City Administrator irrevocably and unconditionally waives all rights in all such work made for hire. The Finance Director/City Administrator warrants that all work product of Finance Director/City Administrator will be original, except as otherwise agreed in writing with the City.

19.3. In the event that the City provides the Finance Director/City Administrator with materials, equipment or property of any kind, all such materials, equipment and property shall remain the property of the City; and the Finance Director/City Administrator shall immediately deliver all such materials, equipment and property to the City at the conclusion of services hereunder or at any earlier time upon demand by the City.

20. Official Bond.

20.1. Pursuant to Section 3.1-10-30 of the Illinois Municipal Code, 65 ILCS 3.1-10-30, and Section 32-140 of the Code of Oakbrook Terrace, Illinois, the Finance Director/City Administrator shall execute and file with the City Clerk a bond with a surety company authorized to do business in Illinois under the laws of Illinois, payable to the City in the amount of Ten Thousand Dollars (\$10,000) conditioned upon the faithful performance of the duties of the offices of City

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City Administrator/Finance Director
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Administrator of the City and the payment of all monies received by the City Administrator, according to law and the ordinances of the City.

20.2. If the Finance Director/City Administrator is appointed as the City Treasurer, she shall execute and file with the City Clerk a bond with a surety company authorized to do business in Illinois under the laws of Illinois, payable to the City in the amount of Ten Thousand Dollars (\$10,000) conditioned upon the faithful performance of the duties of the office of the City Treasurer and the payment of all monies received by the City Treasurer, according to law and the ordinances of the City. The security of the bond is hereby approved by the City. Pursuant to Section 1 of the Official Bond Payment Act, 5 ILCS 270/1, the City shall pay the full cost of the bond

21. Drug-Free Workplace.

The City is a drug-free workplace and expressly prohibits the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, in any portion of the City's workplace or in any public area owned or occupied by the City. The Finance Director/City Administrator shall abide by this prohibition. The Finance Director/City Administrator shall notify the City of any criminal drug statute conviction entered against her no later than five days following the conviction.

22. Entire Agreement.

This Agreement represents the entire agreement between the Parties concerning the Finance Director/City Administrator's employment with the City and supersedes all prior negotiations, discussions, understandings and agreements, whether written or oral, between the Finance Director/City Administrator and the City or any representative of the City relating to the subject matter of this Agreement. No provision of this Agreement may be amended or waived unless such amendment or waiver is agreed to by the Finance Director/City Administrator and the City Council, set forth in writing and signed by the Finance Director and the City.

23. Other Terms and Conditions of Employment.

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

24. Notices.

All notices hereunder must be in writing and shall be delivered by any of the following means: (i) personally; (ii) by registered or certified mail, postage prepaid; (iii) by overnight courier (fare prepaid); (iv) by facsimile; or (v) by electronic mail with receipt requested. Notice will be deemed received the same day (when delivered personally, by facsimile or electronic mail), five days after mailing (when sent by registered or certified mail), or the next business day (when delivered by overnight courier and properly addressed as follows:

If to the Finance Director:

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Tanya Walker
2225 Aurora Drive, Unit 28
Pingree Grove, IL 60140
tanwalker10@yahoo.com

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If to the City:

Paul Esposito, Mayor
City of Oakbrook Terrace
17W275 Butterfield Road
Oakbrook Terrace, IL 60181
Fax: 630-832-1973
pesposito@oakbrookterrace.net

With a copy to:

Richard J. Ramello
Storino, Ramello & Durkin
9501 Technology Blvd., Suite 4200
Rosemont, IL 60018
Fax: 847-318-9509
rramello@srd-law.com

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

25. Severability.

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

26. Indemnification.

The City shall indemnify the Finance Director/City Administrator in accordance with the provisions of Section 32.005 of the Code of Oakbrook Terrace, Illinois, Sections 2-302 and 9-102 of the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/2-302 and 10/5-102) and Section 1-4-6 of the Illinois Municipal Code (65 ILCS 5/1-4-6). The City shall have the right to compromise and settle any claim or suit for which the City is providing indemnification to the Finance Director/City Administrator.

27. Jurisdiction and Applicable Law.

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

28. Captions.

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

29. Assignment.

This Agreement shall be deemed to be exclusive between the City and the Finance Director/City Administrator. This Agreement shall not be assigned by either party without first obtaining permission in writing from the other party.

30. Effective Date.

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

31. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and, when taken together, shall constitute one and the same instrument.

32. Certifications.

The Finance Director/City Administrator shall submit to the City the Certification attached hereto as Exhibit "A" signed by the Finance Director/City Administrator before a notary public.

33. Termination of Employment Agreement – Finance Director.

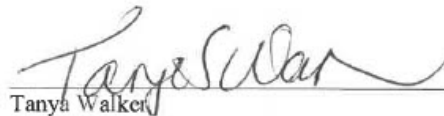
On the Effective Date of this Agreement the Finance Director/City Administrator's Employment Agreement – Finance Director entered into on the first day of May 2024 by and between the City and Tanya Walker is hereby terminated.

IN WITNESS WHEREOF, The Mayor attested by the City Clerk, on behalf of the City, and the Finance Director/City Administrator have signed this Agreement by adding their names hereto effective as of the date first written above.

City:
City of Oakbrook Terrace

Finance Director/City Administrator:
Tanya Walker

By: _____
Paul Esposito, Mayor


Tanya Walker

ATTEST:

By: _____
Michael Shadley, City Clerk

EXHIBIT "A"
CERTIFICATION

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

I, Tanya Walker, hereby certify, represent and warrant to the City that:

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

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

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

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

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

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

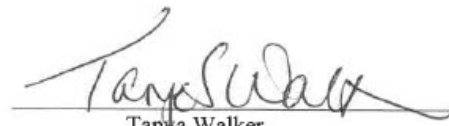
(G) I am not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United State Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order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

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

(H) I, being duly employed in the position of Finance Director/City Administrator, in and for the City of Oakbrook Terrace, do hereby acknowledge receipt of a copy of the Code of Ethics of the City of Oakbrook Terrace. I do hereby affirm that I have reviewed its provisions and that I agree to comply with and support the provisions of such Code of Ethics to the best of my ability.

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

Dated: October , 2025


Tanya Walker

STATE OF ILLINOIS)
) ss.
COUNTY OF DUPAGE)

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that Tanya Walker, known to me, appeared before me this day in person and, being first duly sworn on oath, acknowledged that she executed the foregoing certification as her free act and deed.

Dated: October , 2025

Notary Public

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EXHIBIT "A-1"
CODE OF ETHICS

§ 30.26 STATEMENT OF PHILOSOPHY.

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

§ 30.27 PERSONS COVERED.

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

§ 30.28 DEFINITIONS.

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

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

CAMPAIGN CONTRIBUTION.

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

CAMPAIGN CONTRIBUTION shall not include:

- (1) The use of real or personal property and the cost of invitations, food and beverages, voluntarily provided by an individual in rendering voluntary personal services on the individual's residential premises for candidate-related activities; provided the value of the service provided does not exceed an aggregate of \$150 in a reporting period.

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

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

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

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

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

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

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

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

§ 30.29 NEPOTISM.

After the adoption of this Code of Ethics, as an amendment to the city's Code of Ordinances, no person shall be hired or appointed by the city to any office, position, employment, employment contract or duty for which the salary, wages, pay or compensation is to be paid out of public funds, if that person is part of the immediate family of any public officer or employee at or above the level of department head. This prohibition does not pertain to appointments to the City Council or advisory boards and commissions, which are appointed by the Mayor with the advice and consent of the City Council. For purposes of this section, “immediate family” shall include spouse, mother, father, sister, brother, son, daughter, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandmother, grandfather, grandson, granddaughter, uncle, aunt, niece, nephew, and first cousin.

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§ 30.30 USE OF CITY EQUIPMENT, PROPERTY AND SERVICES.

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

§ 30.31 CONFLICT OF INTEREST.

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

§ 30.32 ABUSE OF POWER.

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

§ 30.33 GIFTS.

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

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

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

- (1) Opportunities, benefits, and services that are available on the same conditions as for the general public.
- (2) Anything for which the officer or employee pays the fair market value.
- (3) Any (i) contribution that is lawfully made under the Election Code or under the Gift Ban Act or (ii) activities associated with a fundraising event in support of a political organization or candidate.

(4) Educational materials and missions.

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

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

(7)

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

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

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

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

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

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

(9) Food, refreshments, lodging, transportation, and other benefits resulting from outside business or employment activities (or outside activities that are not connected to the duties of an officer or employee) of the officer or employee, or the spouse of the officer or employee, if the benefits have not been offered or enhanced because of the official position or employment of the officer or employee, and are customarily provided to others in similar circumstances.

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

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

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

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

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

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

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

(B) Each and every application specified in division (A) above shall also contain a statement by the applicant that neither the applicant nor any agent, officer, employee, or anyone acting on behalf of the applicant, has provided any public officer or employee with any gift, gratuity, pecuniary benefit, real or personal property, or services, or any other thing or item of value, whether in the form of money, services, loans, travel, entertainment, discounts, hospitality, offers of employment, or forgiveness of debt or obligation. If the applicant is unable to truthfully make such

representation, the applicant shall state the name and the nature of the gift made to any such individual who is a public officer or employee and the date of the gift. If any person executes an application knowing that the statements set forth therein, or any part thereof, are false, it shall also be grounds for denial of the application, and such person shall be deemed in violation of this subchapter and subject to the penalties set forth herein.

§ 30.35 COUNCIL TO ACT AS A BODY.

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

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

(B) City Council members and employees may engage in informal social discussions that do not pertain to a specific condition of employment involving either the employee or another employee. No members of the City Council, other than the Mayor, shall initiate discussions, conversations, or written or oral communications with any employee of the city, other than the City Administrator or the Mayor, concerning conditions of employment, as defined herein. Whenever any employee, other than the City Administrator, initiates any discussions, conversations or written or oral communications with any member of the City Council, other than the Mayor, concerning conditions of employment, as defined herein, such member shall refer the employee or such written communication to the City Administrator or the Mayor, as the Council member may determine to be appropriate. Upon receipt of any such matter by the City Administrator, or the Mayor, either in conjunction with the City Administrator and/or the City Attorney, or alone as the Mayor determines it to be appropriate in his discretion, shall address the matter with the employee and report to the member of the City Council who referred the employee to the City Administrator that the matter has been addressed. Nothing in this paragraph shall prevent an employee from reporting a serious concern regarding conditions of employment, as defined herein, to the Mayor. Nothing in this paragraph shall prevent an employee from reporting a reasonable suspicion that an unlawful act has been or will be committed. In such case, the Alderman shall report such suspicion directly to the City Administrator or, if the City Administrator is alleged to be the one who has or will commit such an act, to the Mayor.

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

or commission, from engaging in discussion with any employee concerning conditions of employment.

§ 30.36 NONPARTISAN ORGANIZATION.

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

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

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

§ 30.37 DISCLOSURE OF INTEREST.

(A) If any public officer or employee has any personal interest in a contract or transaction that is or is likely to become the subject of an official act or action in which such officer or employee is or will be involved, the nature and extent of such interest shall be disclosed on the record of the City Council or any other agency, committee or commission performing such act or action or, in the case of employees, the nature and extent of the interest shall be disclosed to the City Administrator. For purposes of this section, a PERSONAL INTEREST shall be an interest that affects the officer or employee in a manner, which is different or unique from the interest of the public, including, but not limited to, family or business relationships with persons having business with the city.

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

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

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

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

§ 30.39 MISREPRESENTATION OF CITY DECISIONS OR POSITIONS.

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

§ 30.40 HARASSMENT.

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

§ 30.41 REQUIREMENT TO REPORT BREACHES.

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

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

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

§ 30.42 VIOLATIONS; PENALTIES; RECONSIDERATION OF TRANSACTIONS.

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

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

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

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

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

§ 30.43 REPORTING OF FINDINGS.

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

§ 30.44 RELATIONSHIP OF THIS SUBCHAPTER TO STATE LAW.

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

§ 30.45 DISTRIBUTION.

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

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

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

§ 30.46 WHISTLEBLOWER POLICY.

(A) Intent. The Whistleblower Policy (the Policy) is intended to enable employees, elected and appointed officials, residents, suppliers, customers, and others to raise concerns regarding alleged fraudulent acts or related misconduct, anonymously or otherwise, without retaliation or, in the case of an employee, adverse employment consequences. The Policy is based on the Whistleblower Act of the State of Illinois (ILCS Ch. 740, Act 174, §§ 1, et seq. (the Act)).

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

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

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

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

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

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

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

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

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

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

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

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

NOTICE OF APPOINTMENT

TO: City Council of the City of Oakbrook Terrace, DuPage County, Illinois

You are hereby notified that Frank Siciliano has been duly appointed by me on the 14th day of October 2025 to the office of Police Pension Board Trustee of the City of Oakbrook Terrace, Illinois, for a term to expire on April 30, 2026, or until his successor shall have been duly appointed and qualified.

Given under my hand and the Corporate Seal of Oakbrook Terrace, Illinois, this 14th day of October 2025.

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

RESOLUTION NO. R25 -

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN
ILLINOIS ELEVATOR SAFETY PROGRAM AGREEMENT BETWEEN THE
OFFICE OF THE STATE FIRE MARSHAL OF ILLINOIS AND THE
CITY OF OAKBROOK TERRACE, ILLINOIS**

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

WHEREAS, the Office of the State Fire Marshal of Illinois is an agency of the State of Illinois, organized and existing pursuant to laws of Illinois (the “Fire Marshal”);

WHEREAS, the Fire Marshal and the City each are authorized to enter into an Illinois Elevator Safety Program Agreement, pursuant to Section 140 of the Elevator Safety and Regulation Act (225 ILCS 312/1) and the applicable provisions of Illinois law, including Article VII, Section 10 of the Illinois Constitution (1970) and Act 220 of Chapter 5 of the Illinois Compiled Statutes, known as the Intergovernmental Cooperation Act (5 ILCS 220/1-220/8) (the “Agreement”), a copy of which is attached hereto marked as Exhibit “A” and made a part hereof; and

WHEREAS, the corporate authorities of the City deem it advisable, necessary and desirable and in the best interest of the City to enter into the Agreement with Fire Marshal to regulate the maintenance and safe operation of elevators;

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

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

Section 2. The Agreement is hereby approved, and the Mayor and City Clerk, respectively, are authorized to execute and attest the Agreement in substantially the form attached hereto as Exhibit “A.”

Section 3. All resolutions or parts of resolutions in conflict with the provisions of this Resolution and hereby repealed to the extent of the conflict.

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

Section 4. This resolution shall be in full force and effect from and after its passage and approval as provided by law.

ADOPTED this 28th day of October 2025, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 28th day of October 2025.

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

ATTESTED and filed in my office,
this 28th day of October 2025.

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

**EXHIBIT “A”
ILLINOIS ELEVATOR SAFETY PROGRAM AGREEMENT**

DRAFT



**OFFICE OF THE ILLINOIS
STATE FIRE MARSHAL**

JB Pritzker, Governor
Michele L. Pankow, State Fire Marshal

ILLINOIS LOCAL ELEVATOR SAFETY PROGRAM AGREEMENT

This Illinois Local Elevator Safety Program Agreement ("Agreement") is made between the Office of the State Fire Marshal ("OSFM") and the municipality or county ("Local Administrator") as hereinafter identified.

This Agreement constitutes a contract between the OSFM and Local Administrator which permits the Local Administrator to operate a Local Elevator Safety Program ("Program") in conformity with Section 140 of the Elevator Safety Act (225 ILCS 312/140) and the Administrative Rules adopted at 41 Ill. Adm. Code 1000. In that regard, the Local Administrator agrees to the following:

1. This Agreement will become effective on the date it is accepted by the OSFM and shall remain valid for a period of four (4) calendar years thereafter. Prior to the expiration of this Agreement, the Local Administrator shall reapply for approval of its Program by submitting to the OSFM the information detailed in Section 2, below.
2. The Local Administrator shall submit to the OSFM, along with this Agreement executed by an officer of the Local Administrator, the following information, and shall notify the OSFM in writing of any changes to subsections "A" and "B" thereafter during the term of this Agreement:
 - A. The name and contact information of the Local Administrator's designated Local Elevator Safety Program manager. It is the responsibility of the Local Administrator to notify the OSFM of any changes to the Local Elevator Safety Program manager's name and contact information.
 - B. The name and contact information of any third party inspection company or companies under contract with the Local Administrator, or the name and license number of the inspector(s) employed by the Local Administrator to perform such inspections.
 - C. The number and type of conveyances covered by the Program.
 - D. The number and type of conveyances NOT covered by the Program, if any. These records shall be maintained by the Local Administrator.
3. The Local Administrator, by signing this Agreement, attests to the OSFM that it will enforce safety standards, codes and regulations at least as stringent as those adopted in the current version of the Illinois Elevator Safety Rules, 41 Ill. Adm. Code 1000.60. The Local Administrator also agrees to amend and enforce its Program, as required by Section 6(l) of this Agreement, to reflect subsequent amendments to the safety standards, codes and regulations adopted by the Illinois Elevator Safety Rules.
4. Should the Local Administrator desire to amend any of the Standards, the Local Administrator must submit to the OSFM, for approval by the Illinois Elevator Safety Review Board ("Board"), a copy of the amendment and its reason for the change. The Board shall review the amendment and notify the Local Administrator no later than thirty (30) days after the Board meeting at which the variance request is heard of its approval or denial.
5. With respect to ASME A17.3-2005, Safety Code for Existing Elevators and Escalators, upgrades required by Section 35(h) must be completed no later than January 1, 2015. By signing this Agreement, the Local Administrator recognizes that Public Act 97-1048 adjusted the compliance date for upgrade requirements to the restricted opening of hoistway doors or car doors on passenger elevators from January 1, 2015 to January 1, 2014. An



existing conveyance is a conveyance located in a building for which a building permit was issued prior to the effective date of the Administrative Rules which were adopted in conformance with the Elevator Safety and Regulation Act.

6. By signing this Agreement, the Local Administrator agrees to operate its Program in compliance and conformance with the Elevator Safety and Regulation Act and Administrative Rules. Under the Program, the Local Administrator shall:
- A. Issue construction and alteration permits and certificates of operation.
 - B. Consider requests to extend the time frame for construction or alteration permits. Such requests shall be granted for an additional twelve (12) months if the request is received by the Local Administrator prior to expiration of the existing permit. Extension requests received by the Local Administrator after the expiration of the existing permit shall be denied, requiring a new application that must be accompanied by payment of the current fee charged by the Local Administrator.
 - C. Provide for inspection of elevators, including temporary operation inspections.
 - D. Grant exceptions and variances from the literal requirements of applicable State codes, standards and regulations in cases in which such variances would not jeopardize the public safety and welfare. The OSFM shall be notified immediately by mail of any exception or variance granted. The OSFM may object to such exception or variance within seven (7) business days of receipt of the notice. Should the OSFM and Local Administrator not reach agreement on the exception or variance, the matter shall be directed to the Board to hear and decide.
 - E. Enforce the applicable provisions of the Elevator Safety Act, and levy fines in accordance with the Municipal Code [65 ILCS 5] or Counties Code [55 ILCS 5].
 - F. Maintain for inspection by the OSFM the following documentation and information, all of which shall be maintained for a 2-year period:
 - i. All permit applications;
 - ii. All permits issued by the Local Administrator;
 - iii. All exceptions or variances granted or denied;
 - iv. All inspection reports for conveyances subject to the Program, and
 - v. Proper records demonstrating the number of Certificates of Operation issued by the Local Administrator.
 - G. Ensure that all inspections are performed by personnel properly licensed by the State.
 - H. Notify the OSFM of any instances of non-compliance with the Elevator Safety Act and/or Administrative Rules of which it becomes aware.
 - I. Amend its Program within ninety (90) days of receipt of notice from the OSFM informing them of changes to any form, document, the Standards and/or rules that affect the Program.
 - J. Notify the OSFM at least ninety (90) days in advance of the date the Local Administrator elects to discontinue its Program.
 - K. Require all conveyances in its jurisdiction to register and pay the associated fee to the OSFM, and put out-of-service and report to the OSFM the names of the owners of those conveyances that fail to register within thirty (30) days of determination that the conveyance is not registered.



- L. To make itself available, upon reasonable notice, to meet with the OSFM or its representatives, to ensure compliance with the Elevator Safety Act and Administrative Rules.
- 7. In accordance with the Elevator Safety and Regulation Act and the Administrative Rules, with the exception of the registration fees, the fees and procedures for applications, permits, inspection and enforcement under the Local Administrator's Program shall remain the jurisdiction of the Local Administrator, and such procedures shall take precedence over the procedures adopted by the OSFM and Board.
- 8. Should the OSFM determine that the Program does not meet the requirements of the Elevator Safety and Regulation Act or the Administrative Rules, the OSFM shall notify the Local Administrator of the corrective actions needed to bring the Local Program into compliance. Should the Local Administrator fail to make the corrections, the OSFM may, after allowing time for corrective action, and after a hearing under Section 160 of the Administrative Rules, withdraw approval of the Program.
- 9. A copy of the Administrative Rules (41 Ill. Admin. Code 1000) is available at:
<https://www.ilga.gov/commission/jcar/admincode/041/04101000sections.html>.
- 10. The Illinois Local Elevator Safety Program Agreement Signature Page follows on the next page of this document.



ILLINOIS LOCAL ELEVATOR SAFETY PROGRAM AGREEMENT SIGNATURE PAGE

LOCAL ADMINISTRATOR

Name of Local Administrator (Municipality or County):

Signature of Local Administrator's Officer:

____ / ____ / ____
Date Signed:

Printed Name of Officer:

Title of Officer:

Officer's Contact Information:

Email Address:

Street Address:

Phone Number:

City, State, Zip:

OFFICE OF THE STATE FIRE MARSHAL

Agreement Accepted for OSFM by:

James A Rivera, State Fire Marshal
1035 Stevenson Drive
Springfield, IL 62703
(217) 785-0969

____ / ____ / ____
Date Signed/Accepted:



Interdepartmental Memo

To: Mayor and City Council
Tanya Walker, Interim City Administrator

From: Melissa Headley, AICP
Director of Community Development

Re: Illinois Elevator Safety Program Agreement – 2025 Update

Date: October 9, 2025

REQUEST:

Mayor and City Council to review the resolution prepared by the City Attorney.

BACKGROUND:

The City currently operates an elevator inspection program. We have contracted with Elevator Inspection Service Co, LLC to administer our program. The City must have an approved Local Elevator Safety Program Agreement on file with the Office of the State Fire Marshal (OSFM).

An Illinois local elevator safety program agreement is a four-year contract between the Office of the State Fire Marshal (OSFM) and the City, allowing us to operate our own elevator safety program under state regulations. The agreement requires the local administrator to adopt state codes, issue permits and certificates of operation, conduct inspections, and ensure that all inspections are performed by personnel licensed by the State of Illinois. Our current agreement was approved by Resolution 21-7 on October 12, 2021.

Attachments:

- Resolution 21-7 A Resolution Approving and Authorizing the Execution of an Illinois Elevator Safety Program Agreement between the Office of the State Fire Marshal of Illinois and the City of Oakbrook Terrace.
- Illinois Local Elevator Safety Program Agreement
- Local Elevator Safety Program Information Form

RESOLUTION NO. 21-7

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN ILLINOIS ELEVATOR SAFETY PROGRAM AGREEMENT BETWEEN THE OFFICE OF THE STATE FIRE MARSHAL OF ILLINOIS AND THE CITY OF OAKBROOK TERRACE, ILLINOIS

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

WHEREAS, the Office of the State Fire Marshal of Illinois is an agency of the State of Illinois, organized and existing pursuant to laws of Illinois (the "Fire Marshal");

WHEREAS, the Fire Marshal and the City each are authorized to enter into an Illinois Elevator Safety Program Agreement, pursuant to Section 140 of the Elevator Safety and Regulation Act (225 ILCS 312/1) and the applicable provisions of Illinois law, including Article VII, Section 10 of the Illinois Constitution (1970) and Act 220 of Chapter 5 of the Illinois Compiled Statutes, known as the Intergovernmental Cooperation Act (5 ILCS 220/1-220/8) (the "Agreement"), a copy of which is attached hereto marked as Exhibit "A" and made a part hereof; and

WHEREAS, the corporate authorities of the City deem it advisable, necessary, and desirable and in the best interest of the City to enter into the Agreement with Fire Marshal to regulate the maintenance and safe operation of elevators;

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

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

Section 2. The Agreement is hereby approved, and the Mayor and City Clerk, respectively, are authorized to execute and attest the Agreement in substantially the form attached hereto as Exhibit "A."

Section 3. All resolutions or parts of resolutions in conflict with the provisions of this Resolution and hereby repealed to the extent of the conflict.

Section 4. This resolution shall be in full force and effect from and after its passage and approval as provided by law.

ADOPTED this 12th day of October 2021, pursuant to a roll call vote as follows:

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

NAYES: None

ABSENT: None

ABSTENTION: None

APPROVED by me this 12th day of October 2021.


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

ATTESTED and filed in my office,
this 12th day of October 2021.


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



Office of the State Fire Marshal

ILLINOIS ELEVATOR SAFETY PROGRAM AGREEMENT

This Agreement is made between the Office of the State Fire Marshal ("OSFM") and the municipality or county ("Local Authority") as hereinafter identified.

This Agreement constitutes a contract between the OSFM and Local Authority which permits the Local Authority to operate an Elevator Safety Program ("Program") in conformity with Section 140 of the Elevator Safety Act (225 ILCS 312/140) and the Administrative Rules adopted at 41 Ill. Adm. Code 1000. In that regard, the Local Authority agrees to the following:

1. This Agreement will become effective on the date it is accepted by the OSFM and shall remain valid for a period of four (4) calendar years thereafter. Prior to the expiration of this Agreement, the Local Authority shall reapply for approval of its PROGRAM by submitting to the OSFM the information detailed in Section 2, below.
2. The Local Authority shall submit to the OSFM, along with this Agreement executed by an officer of the Local Authority, the following information and shall notify the OSFM in writing of any changes to subsections "A" and "B" thereafter during the term of this Agreement:
 - A. The name and contact information of its Program administrator. It is the responsibility of the Local Authority to notify the OSFM of any changes to this information.
 - B. The name and contact information of any third party inspection company/is under contract with the Local Authority or the name and license number of the inspector(s) employed by the Local Authority to perform such inspections.
 - C. The number and type of conveyances covered by the Program.
 - D. The number and type of conveyances NOT covered by the Program, if any. These records shall be maintained by the Local Authority.
3. The Local Authority, by signing this Agreement, attests to the OSFM that it will enforce safety standards, codes and regulations at least as stringent as those adopted in the current version of the Illinois Elevator Safety Rules, 41 Ill. Adm. Code 100.60. The Local Authority also agrees to amend and enforce its Program, as required by Section 6(l) of this Agreement, to reflect subsequent amendments to the safety standards, codes and regulations adopted by the Illinois Elevator Safety Rules.
4. Should the Local Authority desire to amend any of the Standards, the Local Authority must submit to the OSFM, for approval by the Illinois Elevator Safety Review Board ("Board"), a copy of the amendment and its reason for the change. The Board shall review the amendment and

notify the Local Authority no later than 30 days after the Board meeting at which the variance request is heard of its approval or denial.

5. With respect to ASME A17.3-2005, *Safety Code for Existing Elevators and Escalators*, upgrades required by Section 35(h) must be completed no later than January 1, 2015. By signing this Agreement, the Local Administrator recognizes that Public Act 97-1048 adjusted the compliance date for upgrade requirements to the restricted opening of hoistway doors or car doors on passenger elevators from January 1, 2015 to January 1, 2014.

An existing conveyance is a conveyance located in a building for which a building permit was issued prior to the effective date of the Administrative Rules which were adopted in conformance with the Elevator Safety and Regulation Act.

6. The Local Authority by signing this Agreement agrees to operate its Program in compliance and conformance with the Elevator Safety and Regulation Act and Administrative Rules. Under the Program, the Local Authority shall:

- A. Issue construction and alteration permits and certificates of operation.
- B. Consider requests to extend the time frame for construction or alteration permits. Such requests shall be granted for an additional 12 months if the request is received by the Local Authority prior to expiration of the existing permit. Extension requests received by the Local Authority after the expiration of the existing permit shall be denied, requiring a new application that must be accompanied by payment of the current fee charged by the Local Authority.
- C. Provide for inspection of elevators, including temporary operation inspections.
- D. Grant exceptions and variances from the literal requirements of applicable State codes, standards and regulations in cases in which such variances would not jeopardize the public safety and welfare. The OSFM shall be notified immediately by mail of any exception or variance granted. The OSFM may object to such exception or variance within 7 business days of receipt of the notice. Should the OSFM and Local Authority not reach agreement on the exception or variance, the matter shall be directed to the Elevator Safety Review Board ("Board") to hear and decide.
- E. Enforce the applicable provisions of the Elevator Safety Act, and levy fines in accordance with the Municipal Code [65 ILCS 5] or Counties Code [55 ILCS 5].
- F. Maintain for inspection by the OSFM the following documentation and information, all of which shall be maintained for a 2-year period:
 - 1) All permit applications;
 - 2) All permits issued by the Local Authority;
 - 3) All exceptions or variances granted or denied;
 - 4) All inspection reports for conveyances subject to the Program; and
 - 5) Proper records demonstrating the number of certificates of operation issued by the Local Authority

- G. Ensure that all inspections are performed by personnel properly licensed by the State.
 - H. Notify the OSFM of any instances of non-compliance with the Elevator Safety Act and/or Administrative Rules of which it becomes aware.
 - I. Amend its Program within 90 days of receipt of notice from the OSFM informing them of changes to any form, document, the Standards and/or rules that affect the Program.
 - J. To notify the OSFM at least 90 days in advance of the date the Local Authority elects to discontinue its Program.
 - K. To require all conveyances in its jurisdiction to register and pay the associated fee to the OSFM and to put out-of-service and report to the OSFM the names of the owners of those conveyances that fail to register within 30 days of determination that the conveyance is not registered.
 - L. To make itself available, upon reasonable notice, to meet with the Administrator or its representatives, to ensure compliance with the Elevator Safety Act and Administrative Rules.
7. In accordance with the Elevator Safety and Regulation Act and the Administrative Rules, with the exception of the registration fees, the fees and procedures for applications, permits, inspection and enforcement under the Local Authority's Program shall remain the jurisdiction of the Local Authority and such procedures shall take precedence over the procedures adopted by the OSFM and Board.
8. Should the OSFM determine that the Program does not meet the requirements of the Elevator Safety and Regulation Act or the Administrative Rules, the OSFM shall notify the Local Authority of the corrective actions needed to bring the Program into compliance. Should the Local Authority fail to make the corrections, the OSFM may, after allowing time for corrective action and after a hearing under Section 160 of the Administrative Rules, withdraw approval of the Program.
9. A copy of the Administrative Rules (41 Ill. Admin. Code 1000) is available at "<http://www.ilga.gov/commission/icar/admincode/titles.html>" once published.

Local Authority Name

**Office of the State Fire Marshal
1035 Stevenson Drive
Springfield, IL 62703
(217) 785-0969**

Signature of Officer

Accepted by:

Printed Name

Title

Matt Perez, State Fire Marshal

Address

Date

City/State/Zip

Telephone Number

Date

Revised 04/12/16



ILLINOIS LOCAL ELEVATOR SAFETY PROGRAM AGREEMENT

This Illinois Local Elevator Safety Program Agreement ("Agreement") is made between the Office of the State Fire Marshal ("OSFM") and the municipality or county ("Local Administrator") as hereinafter identified.

This Agreement constitutes a contract between the OSFM and Local Administrator which permits the Local Administrator to operate a Local Elevator Safety Program ("Program") in conformity with Section 140 of the Elevator Safety Act (225 ILCS 312/140) and the Administrative Rules adopted at 41 Ill. Adm. Code 1000. In that regard, the Local Administrator agrees to the following:

1. This Agreement will become effective on the date it is accepted by the OSFM and shall remain valid for a period of four (4) calendar years thereafter. Prior to the expiration of this Agreement, the Local Administrator shall reapply for approval of its Program by submitting to the OSFM the information detailed in Section 2, below.
2. The Local Administrator shall submit to the OSFM, along with this Agreement executed by an officer of the Local Administrator, the following information, and shall notify the OSFM in writing of any changes to subsections "A" and "B" thereafter during the term of this Agreement:
 - A. The name and contact information of the Local Administrator's designated Local Elevator Safety Program manager. It is the responsibility of the Local Administrator to notify the OSFM of any changes to the Local Elevator Safety Program manager's name and contact information.
 - B. The name and contact information of any third party inspection company or companies under contract with the Local Administrator, or the name and license number of the inspector(s) employed by the Local Administrator to perform such inspections.
 - C. The number and type of conveyances covered by the Program.
 - D. The number and type of conveyances NOT covered by the Program, if any. These records shall be maintained by the Local Administrator.
3. The Local Administrator, by signing this Agreement, attests to the OSFM that it will enforce safety standards, codes and regulations at least as stringent as those adopted in the current version of the Illinois Elevator Safety Rules, 41 Ill. Adm. Code 1000.60. The Local Administrator also agrees to amend and enforce its Program, as required by Section 6(I) of this Agreement, to reflect subsequent amendments to the safety standards, codes and regulations adopted by the Illinois Elevator Safety Rules.
4. Should the Local Administrator desire to amend any of the Standards, the Local Administrator must submit to the OSFM, for approval by the Illinois Elevator Safety Review Board ("Board"), a copy of the amendment and its reason for the change. The Board shall review the amendment and notify the Local Administrator no later than thirty (30) days after the Board meeting at which the variance request is heard of its approval or denial.
5. With respect to ASME A17.3-2005, Safety Code for Existing Elevators and Escalators, upgrades required by Section 35(h) must be completed no later than January 1, 2015. By signing this Agreement, the Local Administrator recognizes that Public Act 97-1048 adjusted the compliance date for upgrade requirements to the restricted opening of hoistway doors or car doors on passenger elevators from January 1, 2015 to January 1, 2014. An



existing conveyance is a conveyance located in a building for which a building permit was issued prior to the effective date of the Administrative Rules which were adopted in conformance with the Elevator Safety and Regulation Act.

6. By signing this Agreement, the Local Administrator agrees to operate its Program in compliance and conformance with the Elevator Safety and Regulation Act and Administrative Rules. Under the Program, the Local Administrator shall:
- A. Issue construction and alteration permits and certificates of operation.
 - B. Consider requests to extend the time frame for construction or alteration permits. Such requests shall be granted for an additional twelve (12) months if the request is received by the Local Administrator prior to expiration of the existing permit. Extension requests received by the Local Administrator after the expiration of the existing permit shall be denied, requiring a new application that must be accompanied by payment of the current fee charged by the Local Administrator.
 - C. Provide for inspection of elevators, including temporary operation inspections.
 - D. Grant exceptions and variances from the literal requirements of applicable State codes, standards and regulations in cases in which such variances would not jeopardize the public safety and welfare. The OSFM shall be notified immediately by mail of any exception or variance granted. The OSFM may object to such exception or variance within seven (7) business days of receipt of the notice. Should the OSFM and Local Administrator not reach agreement on the exception or variance, the matter shall be directed to the Board to hear and decide.
 - E. Enforce the applicable provisions of the Elevator Safety Act, and levy fines in accordance with the Municipal Code [65 ILCS 5] or Counties Code [55 ILCS 5].
 - F. Maintain for inspection by the OSFM the following documentation and information, all of which shall be maintained for a 2-year period:
 - i. All permit applications;
 - ii. All permits issued by the Local Administrator;
 - iii. All exceptions or variances granted or denied;
 - iv. All inspection reports for conveyances subject to the Program, and
 - v. Proper records demonstrating the number of Certificates of Operation issued by the Local Administrator.
 - G. Ensure that all inspections are performed by personnel properly licensed by the State.
 - H. Notify the OSFM of any instances of non-compliance with the Elevator Safety Act and/or Administrative Rules of which it becomes aware.
 - I. Amend its Program within ninety (90) days of receipt of notice from the OSFM informing them of changes to any form, document, the Standards and/or rules that affect the Program.
 - J. Notify the OSFM at least ninety (90) days in advance of the date the Local Administrator elects to discontinue its Program.
 - K. Require all conveyances in its jurisdiction to register and pay the associated fee to the OSFM, and put out-of-service and report to the OSFM the names of the owners of those conveyances that fail to register within thirty (30) days of determination that the conveyance is not registered.



- L. To make itself available, upon reasonable notice, to meet with the OSFM or its representatives, to ensure compliance with the Elevator Safety Act and Administrative Rules.
- 7. In accordance with the Elevator Safety and Regulation Act and the Administrative Rules, with the exception of the registration fees, the fees and procedures for applications, permits, inspection and enforcement under the Local Administrator's Program shall remain the jurisdiction of the Local Administrator, and such procedures shall take precedence over the procedures adopted by the OSFM and Board.
- 8. Should the OSFM determine that the Program does not meet the requirements of the Elevator Safety and Regulation Act or the Administrative Rules, the OSFM shall notify the Local Administrator of the corrective actions needed to bring the Local Program into compliance. Should the Local Administrator fail to make the corrections, the OSFM may, after allowing time for corrective action, and after a hearing under Section 160 of the Administrative Rules, withdraw approval of the Program.
- 9. A copy of the Administrative Rules (41 Ill. Admin. Code 1000) is available at:
<https://www.ilga.gov/commission/jcar/admincode/041/04101000sections.html>.
- 10. The Illinois Local Elevator Safety Program Agreement Signature Page follows on the next page of this document.



ILLINOIS LOCAL ELEVATOR SAFETY PROGRAM AGREEMENT SIGNATURE PAGE

LOCAL ADMINISTRATOR

Name of Local Administrator (Municipality or County):

Signature of Local Administrator's Officer:

____ / ____ / ____
Date Signed:

Printed Name of Officer:

Title of Officer:

Officer's Contact Information:

Email Address:

Street Address:

Phone Number:

City, State, Zip:

OFFICE OF THE STATE FIRE MARSHAL

Agreement Accepted for OSFM by:

James A Rivera, State Fire Marshal
1035 Stevenson Drive
Springfield, IL 62703
(217) 785-0969

____ / ____ / ____
Date Signed/Accepted:



Illinois Office of the State Fire Marshal
Division of Elevator Safety
555 West Monroe Street, Suite 1300-N
Chicago, IL 60661
312-814-1325
Fax 312-814-3459



LOCAL ELEVATOR SAFETY PROGRAM INFORMATION FORM

All capitalized terms have the same meaning as set forth in the Illinois Local Elevator Safety Program Agreement. This *Local Elevator Safety Program Information Form* must be submitted to the Office of the State Fire Marshal, Elevator Safety Division, with the Local Elevator Safety Program Agreement.

1. Local Administrator Information

Local Administrator (Municipality or County)	
Municipality/County Name:	
Address:	
City/State/Zip Code:	
Phone Number:	Email:
Local Elevator Safety Program Manager (Primary Contact for Program)	
Name:	
Phone Number:	Email:
Date of Form Submission:	

2. Program Standards

Programs must be maintained to standards at least as stringent as those provided for in the Act and the Rules. Any implementation of a more stringent standard should be documented and approved by OSFM.

☐ The standards of this Program are the same as those currently adopted under [41 Ill. Adm. Code 1000.60](#), including for ASME A17.1, ASME A17.3, and ASME A18.1.

OR

☐ The standards of this Program are more stringent than those currently adopted under [41 Ill. Adm. Code 1000.60](#). The following standards are implemented:

-
- ☐ Request for the use of a more stringent standard was submitted to OSFM on (Date) _____ and approved on (Date) _____.
- ☐ Notification was not previously provided.

3. Conveyances Covered by the Program

Type of Conveyance	Number of Conveyances in the Program
Hydraulic Elevator	
Traction Elevator	
Lifts	
Escalators	
Other	

4. Inspection Company and Inspectors

If the Local Administrator has/will have agreements with one or more licensed inspection companies, check the box and provide the information for each company. If the Local Administrator employs/will employ licensed inspectors, check the box and complete the information for each elevator inspector. If there are more inspection companies or licensed inspectors than spaces provided, attach additional information.

☐ Contract Licensed Inspection Company ☐ Inspectors Employed by Local Administrator

Inspection Company

Inspection Company (1) Name:	
License Number:	
Phone Number:	Fax Number:

Inspection Company (2) Name:	
License Number:	
Phone Number:	Fax Number:

Inspectors

#	Inspector Name	Inspector License Number
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

5. Optional Program Information

Similar information will be requested during Program compliance review.

Program Item	Number of Program Items during Prior Calendar Year	Number of Program Items since beginning of Current Calendar Year
Certificates of Operation Issued		
Permit applications received		
Conveyance construction permits issued		
Conveyance alteration permits issued		
Exceptions or Variances Requested		
Exceptions or Variances Granted		

ORDINANCE NO. 25- _____

**AN ORDINANCE AMENDING THE PROVISIONS OF SECTION 30.35 ENTITLED
“COUNCIL TO ACT AS A BODY” OF CHAPTER 30 ENTITLED “GENERAL
PROVISIONS” OF TITLE III ENTITLED “ADMINISTRATION” OF THE CODE 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, the City has enacted a Code of Ethics that includes Section 30.35, which regulates the actions of the city council; and

WHEREAS, the corporate authorities of the City deem it necessary, desirable and in the best interest of the City to amend Section 30.35 of the Code of Oakbrook Terrace, Illinois;

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

Section 1: The recitals set forth above are incorporated herein by this reference.

Section 2: Section 30.35 entitled “Council to Act as a Body” of Chapter 30 entitled “General Provisions” of Title III entitled “Administration” of the Code of Oakbrook Terrace, Illinois, is hereby amended to read as follows:

§ 30.35 COUNCIL TO ACT AS A BODY.

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

(1) Appointing all or any one of its members to any board, committee, or commission; or

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

(B) City Council members and employees may engage in informal social discussions that do not pertain to a specific condition of employment involving either the employee or another employee. No members of the City Council, other than the Mayor, shall initiate discussions, conversation, or written or oral communications with any employee of the city, other than the City Administrator or the Mayor, concerning conditions of employment, as defined herein. Whenever any employee, other than the City Administrator, initiates any discussions, conversations or written or oral communications with any member of the City Council, other than the Mayor, concerning conditions of employment, as defined herein, such member shall refer the employee or such written communication to the City Administrator or the Mayor, as the Council member may determine to be appropriate. Upon receipt of any such matter by the City Administrator, or the Mayor, either in conjunction with the City Administrator and/or the City Attorney, or alone as the Mayor determines it to be appropriate in his discretion, the City Administrator and/or the Mayor, as appropriate, shall address the matter with the employee and report to the member of the City Council who referred the employee to the City Administrator that the matter has been addressed. Nothing in this paragraph shall prevent an employee from reporting a serious concern regarding conditions of employment, as defined herein, to the Mayor. Nothing in this paragraph shall prevent an employee from reporting a reasonable suspicion that an unlawful act has been or will be committed. In such case, the Alderperson shall report such suspicion directly to the City Administrator or, if the City Administrator is alleged to be the one who has or will commit such an act, to the Mayor. For purposes of this section, the phrase “conditions of employment” shall mean the rules, requirements and policies that govern the employment relationship between the city and a city employee. These conditions include, but are not limited to, the employee’s compensation, work hours, job duties, benefits, leave policies, and the terms relating to suspension or termination of the city employee. If the city employee has an employment agreement with the city whether it is individually negotiated or collectively bargained, the conditions of employment shall include the terms of the respective employment agreement.

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

Section 3: 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 4: All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of the conflict.

Section 5: This ordinance shall be in full force and effect upon its passage, approval and publication in accordance with law.

ADOPTED this 14th day of October 2025, pursuant to a roll call vote as follows:

AYES: _____

NAYES: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 14th day of October 2025.

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

ATTESTED and filed in my office,
this 14th day of October 2025.

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

ORDINANCE NO. 25 - __

**AN ORDINANCE AUTHORIZING AND RATIFYING THE ISSUANCE OF A
PURCHASE ORDER FOR THE PURCHASE OF ONE 2024 FORD F150 POLICE
RESPONDER 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, on June 10, 2025, the corporate authorities of the City approved Ordinance No. 25- 23 entitled *An Ordinance Approving and Ratifying the Issuance of Purchase Orders for the Purchase of Two Police Interceptors and Two Jeep Grand Cherokees for the City of Oakbrook Terrace, Illinois* which authorized the purchase of two Police Interceptors;

WHEREAS, the City has been advised that one of the Police Interceptors which Ordinance No. 25- 23 authorized to be purchased is no longer available for purchase;

WHEREAS, pursuant to Section 30.70(A)(4) of the Code of Oakbrook Terrace, Illinois, the City is authorized to issue purchase orders or contracts for goods or non-professional services for which the requirement of advertising for competitive bids is waived by a two-thirds majority vote of the corporate authorities then holding office;

WHEREAS, two-thirds of the corporate authorities of the City holding office have determined that funds are available and that it is necessary, desirable and in the best interests of the City that the City purchase one (1) 2024 Ford F150 Police Responder from Westmont Lincoln, LLC of Westmont, Illinois, in the amount of Forty-One Thousand Ninety-Five and 70/100 Dollars (\$41,095.70) constituting personal property necessary for the City to perform essential governmental functions; and

WHEREAS, in the opinion of two-thirds of the corporate authorities of the City holding office, it is advisable, necessary and in the public interest that the City waive advertisement for bids, waive the procedure prescribed for the submission of competitive bids, waive obtaining three written quotes directly from the vendor, authorize soliciting proposals in the open market and purchase one (1) 2024 Ford F150 Police Responder from Westmont Lincoln, LLC of Westmont, Illinois, constituting personal property necessary for the City to perform essential governmental functions from the vendors described above and on the terms and conditions therein provided;

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

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

Section 2: The authorization to purchase one (1) of the two (2) 2025 Ford Utility Interceptors through the Suburban Purchasing Cooperative from Currie Motors, Frankfort, Illinois, in the amount of Forty-seven Thousand Six Hundred Fifteen and 00/100 Dollars (\$47,615.00) contained in Ordinance No. 25-23 entitled *An Ordinance Approving and Ratifying the Issuance of Purchase Orders for the Purchase of Two Police Interceptors and Two Jeep Grand Cherokees for the City of Oakbrook Terrace, Illinois*, is hereby rescinded; and the authorization in Ordinance No. 25-23 to purchase the described motor vehicle is hereby repealed. However, the authorizations to purchase the other motor vehicles contained in Ordinance No. 25-23 are not repealed, and are hereby expressly reaffirmed;

Section 3: It is hereby determined that it is advisable, necessary and in the public interest that the City waive advertising for competitive bids, waive the procedure prescribed for the submission of competitive bids, waive obtaining three written quotes directly from the vendors and authorize the issuance of a purchase order for one (1) 2024 Ford F150 Police Responder from Westmont Lincoln, LLC of Westmont, Illinois, constituting personal property necessary for the City to perform essential governmental functions from the vendor described herein.

Section 4: The Interim City Administrator, on behalf of the City, shall be and is hereby authorized to issue a purchase order, or in the alternative, the action of the Interim City Administrator is hereby ratified in executing and issuing a purchase order to the vendor described herein for the purchase of one (1) 2024 Ford F150 Police Responder from Westmont Lincoln, LLC of Westmont, Illinois, in the amount of Forty-One Ninety-Five and 70/100 Dollars (\$41,095.70) for the City to perform essential governmental functions, copies of the Purchase Order for which is attached hereto marked as Exhibit "A" and made a part hereof.

Section 5: All ordinances and resolutions, or parts thereof, in conflict with the provisions of this ordinance are, to the extent of such conflict, expressly repealed.

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

Section 6: This ordinance shall be in full force and effect upon its passage by two-thirds of the corporate authorities of the City holding office, approval and publication in accordance with law.

ADOPTED this 14th day of October 2025, pursuant to a roll call vote as follows:

AYES: _____

NAYES: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 14th day of October 2025.

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

ATTESTED and filed in my office,
this 14th day of October 2025.

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

Exhibit "A"
Purchase Order for One (1) 2024 Ford F150 Police Responder

**CITY OF OAKBROOK TERRACE, ILLINOIS
PURCHASE ORDER
TERMS AND CONDITIONS**

1. SERVICES & DELIVERABLES.

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

This writing does not constitute a firm offer within the meaning of Section 2-205 of the Illinois Commercial Code (810 ILCS 5/2-205) and may be revoked at any time prior to acceptance. This Agreement may not be added to, modified, superseded or otherwise altered, except by writing signed by the City of Oakbrook Terrace City Manager. Any terms or conditions contained in any acknowledgment, invoice or other communication of Seller, which are inconsistent with the terms and conditions herein, are hereby rejected. To the extent that this Agreement might be treated as an acceptance of Seller's prior offer, such acceptance is expressly made on condition of assent by Seller to the terms hereof and shipment of the Goods, or beginning performance of any Services by Seller shall constitute such assent. The City of Oakbrook Terrace hereby reserves the right to reschedule any delivery or cancel any purchase order issued at any time prior to shipment of the Goods or prior to commencement of any Services. The City of Oakbrook Terrace shall not be subject to any charges or other fees as a result of such cancellation.

2. DELIVERY.

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

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

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

4. PAYMENT.

As full consideration for the performance of the Services, delivery of the Goods and the assignment of rights to the City of Oakbrook Terrace as provided herein, the City of Oakbrook Terrace shall pay Seller (i) the amount agreed

Exhibit "A"

Purchase Order for One (1) 2024 Ford F150 Police Responder

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

5. WARRANTIES.

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

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

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

6. INSPECTION.

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

7. INDEPENDENT CONTRACTOR.

The City of Oakbrook Terrace is interested only in the results obtained under this Agreement; the manner and means of achieving the results are subject to Seller's sole control. Seller is an independent contractor for all purposes, without express or implied authority to bind the City of Oakbrook Terrace by contract or otherwise. Neither Seller

Exhibit "A"**Purchase Order for One (1) 2024 Ford F150 Police Responder**

nor its employees, agents or subcontractors ("Seller's Assistants") are agents or employees of the City of Oakbrook Terrace, and, therefore, are not entitled to any employee benefits of the City of Oakbrook Terrace, including, but not limited to, any type of insurance. Seller shall be responsible for all costs and expenses incident to performing its obligations under this Agreement and shall provide Seller's own supplies and equipment.

8. SELLER RESPONSIBLE FOR TAXES AND RECORDS.

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

9. INSURANCE.

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

10. INDEMNITY.

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

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

11. CONFIDENTIALITY.

Seller may acquire knowledge of the City of Oakbrook Terrace Confidential Information (as defined below) in connection with its performance hereunder and agrees to keep such City of Oakbrook Terrace Confidential Information in confidence during and following termination or expiration of this Agreement. "City of Oakbrook Terrace Confidential Information" includes, but is not limited to, all information, whether written or oral, in any

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Purchase Order for One (1) 2024 Ford F150 Police Responder

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

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

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

12. OWNERSHIP OF WORK PRODUCT.

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

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Purchase Order for One (1) 2024 Ford F150 Police Responder

Seller will ensure that Seller's assistants appropriately waive any and all claims and assign to the City of Oakbrook Terrace any and all rights or any interests in any Work Product or original works created in connection with this Agreement. Seller irrevocably agrees not to assert against the City of Oakbrook Terrace or its direct or indirect customers, assignees or licensees any claim of any intellectual property rights of Seller affecting the Work Product.

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

13. TERMINATION.

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

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

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

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

14. REMEDIES.

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

15. FORCE MAJEURE.

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

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Purchase Order for One (1) 2024 Ford F150 Police Responder

16. SEVERABILITY.

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

17. LIMITATION OF LIABILITY.

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

18. ASSIGNMENT; WAIVER.

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

19. NONEXCLUSIVE AGREEMENT.

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

20. NOTICES.

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

21. SURVIVAL OF OBLIGATIONS.

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

22. GOVERNING LAW.

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

23. ENTIRE AGREEMENT; MODIFICATION.

This Agreement is the complete, final and exclusive statement of the terms of the agreement between the parties and supersedes any and all other prior and contemporaneous negotiations and agreements, whether oral or written, between them relating to the subject matter hereof. This Agreement may not be varied, modified, altered, or

Exhibit "A"

Purchase Order for One (1) 2024 Ford F150 Police Responder

amended except in writing, including a purchase order or a change order issued by the City of Oakbrook Terrace, signed by the parties. The terms and conditions of this Agreement shall prevail, notwithstanding any variance with the terms and conditions of any acknowledgment or other document submitted by Seller. Notwithstanding the foregoing, this Agreement will not supersede or take the place of any written agreement which is signed by both parties and covers the same subject matter as this Agreement or its related purchase orders.

24. COMPLIANCE WITH LAWS.

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

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

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

25. INJUNCTIVE RELIEF.

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

26. CERTIFICATIONS.

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

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

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

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

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

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

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

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

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less than one percent (1%) of such Seller, the Seller has disclosed to the City in writing the name(s) of the holder of such interest;

26.8 No officer or employee of City of Oakbrook Terrace has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Seller in violation of Section 30.33 of the Code of Oakbrook Terrace, Illinois;

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

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

City of Oakbrook Terrace**Purchase
Order**

17W275 Butterfield Road

Oakbrook Terrace, IL 60181-4041

Phone 630-941-8300

Fax 630-941-7254

Supplier Name Westmont Lincoln, LLC

Order Date: October 14, 2025

Address 1 100 West Ogden Avenue

Payment Terms:

Address 2

F.O.B. Point:

City, State Zip Westmont, IL 60559

Freight Terms:

E Mail:

Acct Code:

Phone:

Tax Exempt No.:

Attn:

Ship To:**Invoice To:**

City of Oakbrook Terrace

City of Oakbrook Terrace

17W275 Butterfield Road

17W275 Butterfield Road

Oakbrook Terrace, IL 60181-4041

Oakbrook Terrace, IL 60181-4041

Phone: 630-941-8300

Phone: 630-941-8300

Attn: Casey Calvello, Chief of Police

Attn: Tanya Walker, Interim City Administrator

Tax ID:**Ship via:****Required Ship Date:**

Item	Quantity	Part No.	Description	U M	Price	Total
1	1	239206	2024 Ford F150 Police Responder VIN 1FTFW1P86RKF34132		\$37,615.00	\$37,615.00
2	1		Premium Care		\$2,670.00	\$2,670.00
3	1		Documentary Fee		\$367.70	\$367.70
4	1		Electronic Filing		\$35.00	\$35.00
5	1		License and Title		\$165.00	\$165.00
			Grand Total		\$41,095.70	\$41,095.70

Purchase Order Comments**Authorized by:**

Casey Calvello, Chief of Police

Approved by:

Tanya Walker, Interim City Administrator

[illegible]

City of Oakbrook Terrace		Receiving Report	
<i>17W275 Butterfield Road</i>			
<i>Oakbrook Terrace, IL 60181-4041</i>			
<i>Phone 630-941-8300</i>			
<i>Fax 630-941-7254</i>			
Supplier Name	Westmont Lincoln, LLC		
Address 1	100 West Ogden Avenue		
Address 2			
City, State & Zip	Westmont, IL 60559		

[illegible]

October 20, 2025	Budget Kick-off, new guidelines and any changes for the FY 2027 Budget are discussed and worksheets are distributed to Department Heads.
November 11, 2025	Property tax levy estimates (35 ILCS 200/18-60) must be determined not less than 20 days prior to the adoption of the actual levy.
November 28 2025	Department Heads must submit their FY 2027 proposed Budget and updated capital improvement requests on BS&A Portal. Department Heads must include all supporting documentation justifying changes in service levels and activities. In addition, Departments link their proposed budgets to the strategic goals.
December 1 – 31, 2025	Department Heads review their budgets with the City Administrator. The City Administrator reviews Department budgets in light of major increases, new programs, and to ensure the Departments complied with the budgetary guidelines for the year. The City Administrator also reviews the departmental budgets for mistakes and accuracy in calculation of their requests. Finally, the City Administrator reviews the Department requests to determine if certain requests achieve overall strategic goals. Department Heads will make any necessary changes and re-submit their revised budgets to the City Administrator.
December 9, 2025	Truth in Taxation Hearings (35 ILCS 200) are required by all governmental units in Illinois when the proposed levy is 105% more than the prior year. The purpose of the Truth and Taxation hearings is to disclose through publication and public hearing proposed levy increases in excess of 105%. Public hearings and notices are only required when the levy exceeds the prior year's final extension by 105%. The notice of the Truth and Taxation hearing must be published in a local newspaper not more than 14 days nor less than 7 days prior to the actual public hearing date. If the proposed levy is less than a 105% increase, then no hearing or notice is required.
December 9, 2025	The levy is adopted by the Council and must be filed with the County Clerk's Office by the last Tuesday in December. The City Council through separate ordinance (following the levy of taxes) may abate or reduce the levy (reduce the property tax collections) for a specific amount that the City has other resources available to pay for debt service.
January 12, 2026	The Finance Director formulates revenue projections by fund. Revenue forecasts are one of the most important steps in the budget process because it can determine the ultimate level of spending.
January 19, 2026	The City Administrator reviews final Department requests in light of revenue considerations.
February 17, 2026	Once the City Administrator/Finance Director reviews all Departmental budget requests, the proposed FY 2027 Budget is submitted to the City Council. The City Council begins their budget evaluations and analysis.
March 18 & 19, 2026	During the budget meetings special consideration is paid to the level of employee pay, pensions, insurance, and other benefits which typically represent 60% of the City's General Fund budget. All revisions and changes resulting from these meetings will be incorporated in the final proposed FY 2027 Budget.
April 1, 2026	The proposed Budget will be available for public inspection at City Hall. Illinois Budget Law (65 ILCS 5/8-2-9.1) requires municipalities to have a draft edition of the Budget be available for public inspection at least ten (10) days before approval. A notice of the public hearing will be published in the local paper.
April 28, 2026	Illinois Budget Law (65 ILCS 5/8-2-9.1) requires municipalities to hold a public hearing prior to the adoption of the Budget. The Budget can be adopted anytime after the public hearing. Notice of the public hearing shall be published in the newspaper at least one week before the budget hearing.
April 28, 2026	City Code and State Statute requires that the Budget must be adopted prior to the beginning of the fiscal year or May 1. The City's Budget is adopted through ordinance and the Capital Improvement Fund's five (5) year plan is adopted through resolution.
May 28, 2026	The FY 2027 Budget will be filed with the DuPage County Clerk as required by State Statute within 30 days of adoption.
July 28, 2025	The FY 2027 Budget must be filed with the GFOA within 90 days of City Council approval for the Distinguished Budget Presentation Award System.