

City of Oakbrook Terrace

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



PUBLISHED PAMPHLET FORM THE FOLLOWING:

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**

**MICHAEL SHADLEY
CITY CLERK
CITY OF OAKBROOK TERRACE**

STATE OF ILLINOIS)
COUNTY OF DUPAGE)

I, Michael Shadley, City Clerk of the City of Oakbrook Terrace, Illinois, DO
HEREBY CERTIFY that as such City Clerk and keeper of the records of the City of
Oakbrook Terrace, that the foregoing is a true and duplicate copy of

**ORDINANCE NO. 25 - 31 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**

Passed on and approved by the Mayor and City Council of the City of Oakbrook Terrace on:

Dated October 14, 2025

IN WITNESS WHEREOF, I have subscribed my name and affixed my seal this 14th day of October 2025

SEAL



X *Michael Shadley*
Michael Shadley, Clerk
City of Oakbrook Terrace

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: Barbari, Biskup, Sarallo, Greco, Rada, Fitzgerald

NAYS: none

ABSENT: none

ABSTENTION: none

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"

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.

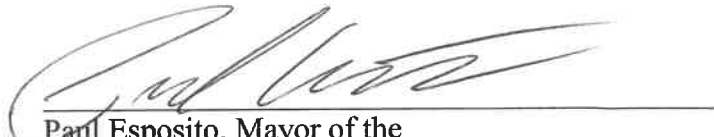

Paul Esposito, Mayor of the
City of Oakbrook Terrace, Illinois

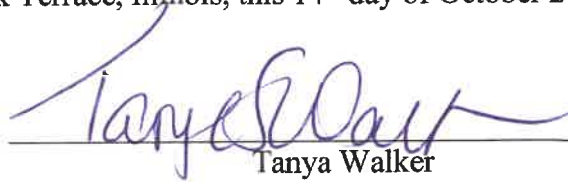
EXHIBIT "B"

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

EXHIBIT "C"

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

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

TO ALL TO WHOM THESE PRESENTS SHALL COME:

I, Paul Esposito, Mayor of the City of Oakbrook Terrace, DuPage County, Illinois, a municipal corporation, hereby certify that Tanya Walker, having been duly appointed by me with the advice and consent of the City Council on the 14th day of October 2025, is hereby commissioned by this warrant to assume the duties of City Administrator, on behalf of the City of Oakbrook Terrace, Illinois, for a term not to exceed that of the current Mayor of the City of Oakbrook Terrace and until his successor shall have been duly appointed and qualified and is hereby fully authorized and empowered to assume and perform all the duties of said office according to law and the ordinances of this City.

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



[Seal]


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

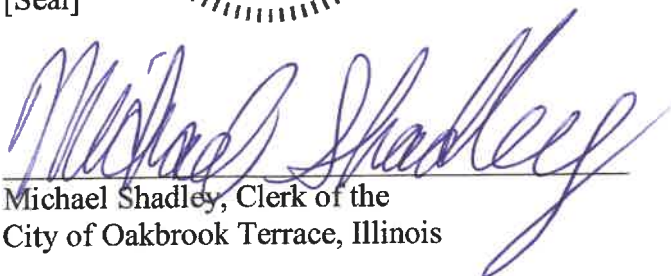

Michael Shadley, Clerk of the
City of Oakbrook Terrace, Illinois

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;

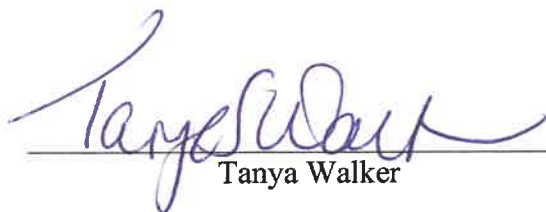
(G) I am not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United State Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential Executive Order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

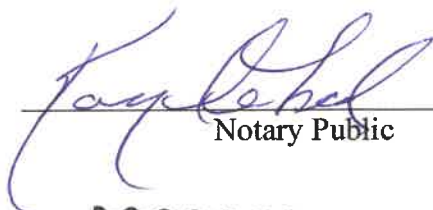
Dated: October 14, 2025


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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Employment Agreement
City Administrator/Finance Director
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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;

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;

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

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 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;

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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

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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 I. 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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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

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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

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.

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§ 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.