

AGENDA
THE CITY OF ST. CHARLES
GOVERNMENT OPERATIONS COMMITTEE
ALD. STEVE WEBER, CHAIR
MONDAY, DECEMBER 2, 2024
IMMEDIATELY FOLLOWING THE CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS – 2 EAST MAIN STREET

1. Call to Order

2. Roll Call

3. Administrative

4. Omnibus Vote

Items with an asterisk (*) are considered to be routine matters and will be enacted by one motion. There will be no separate discussion on these items unless a council member/citizen so requests, in which event the item will be removed from the consent agenda and considered in normal sequence on the agenda.

5. Finance Department

- a. Recommendation to approve an **Ordinance** Amending Ordinance No. 2024-M-3 with Regard to the Deferred Imposition of a Municipal Push Tax on Plays of Video Gaming Terminals.

6. Fire Department

- a. Recommendation to approve of a **Resolution** Authorizing the Mayor to Execute the Restated Intergovernmental Agreement for Tri-Com Central Dispatch.
- b. Recommendation to approve an **Ordinance** Authorizing the Disposal of Personal Property Owned by the City of St. Charles.

7. Information Systems

- *a. Recommendation to approve a **Resolution** Authorizing an Annual Agreement with Gartner Consulting for Information Technology Research and Consulting Services for \$48,232.

8. Public Comment

9. Additional Items from Mayor, Council or Staff


10. Executive Session

- Personnel – 5 ILCS 120/2(c)(1)
- Pending, Probable or Imminent Litigation – 5 ILCS 120/2(c)(11)
- Property Acquisition – 5 ILCS 120/2(c)(5)
- Collective Bargaining – 5 ILCS 120/2(c)(2)
- Review of Executive Session Minutes – 5 ILCS 120/2(c)(21)

11. Adjournment

ADA Compliance

Any individual with a disability requesting a reasonable accommodation in order to participate in a public meeting should contact the ADA Coordinator, Jennifer McMahon, at least 48 hours in advance of the scheduled meeting. The ADA Coordinator can be reached in person at 2 East Main Street, St. Charles, IL, via telephone at (630) 377 4446 or 800 526 0844 (TDD), or via e-mail at jmcmahon@stcharlesil.gov. Every effort will be made to allow for meeting participation. Notices of this meeting were posted consistent with the requirements of 5 ILCS 120/1 et seq. (Open Meetings Act).

	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item Number: 5a
	Title:	Recommendation to approve an Ordinance Amending Ordinance No. 2024-M-3 with Regard to the Deferred Imposition of a Municipal Push Tax on Plays of Video Gaming Terminals	
	Presenter:	Heather McGuire, City Administrator	
Meeting: Government Operations Committee Date: December 2, 2024			
Proposed Cost: \$		Budgeted Amount: \$	Not Budgeted: <input type="checkbox"/>
Executive Summary <i>(if not budgeted please explain):</i> <p>As a reminder, the information below was presented on May 1, 2023, to approve Ordinance 2023-M-17. The original effective date of the Ordinance was set as May 1, 2022. The effective date was extended to May 1, 2023, by Ordinance No. 2022-M-42. It was extended again on May 1, 2023, to December 1, 2023, by Ordinance No. 2023-M-17 and again on February 20, 2024, to January 1, 2025, by Ordinance No. 2024-M-3 to allow appropriate time for some of these issues to develop before the tax is implemented. Since there continues to be a lack of regulatory guidance and pending litigation that creates uncertainty about how the tax may be imposed, this Ordinance defers the implementation of the tax to December 31, 2025.</p> <p>On October 27, 2021, the legislature amended SB 3136 (the “Bill”) to include limiting language regarding municipal “Push Taxes” for Video Gaming Terminals. The amendment stated that “Any home rule municipality that has adopted an ordinance imposing an amusement tax on persons who participate in the playing of video gaming terminals on or before November 1, 2021, may continue to impose such amusement tax pursuant to such ordinance but shall not increase, expand, or extend the tax or tax rate on such persons participating in playing video gaming terminals in excess of that tax or rate set forth in such ordinance and shall not otherwise impose any other tax upon any entity or person identified in subsection (c).” <u>As a result, we are required to pass an ordinance imposing such tax prior to November 1st in order to preserve our ability to do so.</u></p> <p>The Ordinance is drafted to reflect the intent of passing the tax through to the user of the terminal. It is not intended to be a tax on the Operator or impact the businesses who have Video Gaming Terminals. The Ordinance permits the Operators to determine how to collect the tax from the users. However, because of the condensed timeline with the amendment to and passage of the Bill, we anticipate modifications, rules, and regulations regarding the imposition, collection, and distribution of this tax in the coming months. We will monitor any changes and will bring any issues to City Council for discussion as necessary.</p> <p>In addition, there is a pending litigation challenging the “push tax” and its implementation. The outcome of any litigation may affect the City’s ability to implement and collect this tax in the future.</p>			
Attachments <i>(please list):</i> <p>Ordinance Amending Ordinance No. 2024-M-3 with Regard to the Deferred Imposition of a Municipal Push Tax on Plays of Video Gaming Terminals</p>			
Recommendation/Suggested Action <i>(briefly explain):</i> <p>Recommendation to approve an Ordinance Amending Ordinance No. 2024-M-3 with Regard to the Deferred Imposition of a Municipal Push Tax on Plays of Video Gaming Terminals</p>			

City of St. Charles, IL
Ordinance No. 2024-M -

An Ordinance Amending Ordinance No. 2024-M-3
with regard to the Deferred Imposition of a Municipal Push Tax
on Plays of Video Gaming Terminals

WHEREAS, the City of St. Charles, as a home rule unit of local government as provided by Article VII, Section 6 of the Illinois Constitution of 1970, has the authority to exercise any power and perform any function pertaining to its government and affairs except as limited by Article VII, Section 6 of the Illinois Constitution of 1970; and

WHEREAS, the Illinois Video Gaming Act, 230 ILCS 40/1 *et seq.*, as amended, regulates the operation, licensing, and administration of video gaming; and

WHEREAS, the City, in accordance with the Illinois Video Gaming Act, regulates video gaming activities within the City; and

WHEREAS, the City, pursuant to Ordinance No. 2021-M-45 (“Push Tax Ordinance”), imposed a tax upon the playing of Video Gaming Terminals within the City (“Municipal Push Tax”); and

WHEREAS, pursuant to the Push Tax Ordinance, due to a lack of regulatory guidance and pending litigation challenging the authority by municipalities to implement a Municipal Push Tax, the commencement of the imposition of the Municipal Push Tax was deferred until May 1, 2023, by Ordinance No. 2022-M-42, further deferred until December 31, 2024, by Ordinance 2024-M-3; and

WHEREAS, the litigation remains pending and unresolved; and

WHEREAS, the Mayor and Council of the City find and determine that it is in the best interest of the City to extend the deferral of the imposition of the Municipal Push Tax to and until December 31, 2025, to allow for additional time for the resolution of the uncertainty caused by the continued lack of regulatory guidance and pending litigation.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ST. CHARLES, KANE, AND DUPAGE COUNTIES, ILLINOIS, AS FOLLOWS:

Section 1. The recitals above shall be and are hereby incorporated in this Section 1 as if restated herein.

Section 2. The deferred imposition of the Municipal Push Tax, as defined and provided for in Chapter 3.64 of the St. Charles Municipal Code, entitled “Video Gaming Terminal Municipal Push Tax,” is hereby extended from December 31, 2024, to and until December 31, 2025.

Section 3. Each section, paragraph, clause and provision of this Ordinance is separable and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision.

Section 4. Except as to the Code provision set forth above in this Ordinance, all chapters and sections of the City Code of the City of St. Charles, as amended, shall remain in full force and effect.

Section 5. This Ordinance shall be in full force and effect after passage, approval and publication as required by law.

PRESENTED to the City Council of the City of St. Charles, Illinois, this _____ day of December 2024.

PASSED by the City Council of the City of St. Charles, Illinois, this _____ day of December 2024.

APPROVED by the Mayor of the City of St. Charles, Illinois, this this _____ day of December 2024.

Lora A. Vitek, Mayor

ATTEST:

Nancy Garrison, City Clerk


COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:

	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 6a
	Title:	Recommendation to Approve a Resolution Authorizing the Mayor to Execute the Restated Intergovernmental Agreement for Tri-Com Central Dispatch.	
	Presenter:	Jeremy Mauthe, Fire Chief	
Meeting: Government Operations Committee Date: December 2, 2024			
Proposed Cost: \$ N/A		Budgeted Amount: \$ N/A	Not Budgeted: <input type="checkbox"/>
TIF District: None			
<p>Executive Summary (if not budgeted, please explain):</p> <p>Tri-Com was formed in 1976 by an intergovernmental agreement entered into between the cities of St. Charles, Geneva and Batavia to provide emergency communications services to police, fire and emergency medical services departments.</p> <p>The attached IGA is a restatement of the original 1976 IGA and six subsequent amendments. The IGA represents an updated, consolidated and modernized document that will continue to serve the needs of Tri-Com.</p> <p>The IGA has been reviewed and approved by the Geneva, St. Charles and Batavia City Attorneys and was approved unanimously by the Tri-Com Board of Directors at their meeting on November 13, 2024.</p> <p>The document was prepared collaboratively by a Tri-Com Board working group and the process further reinforces the cooperation that has been present for the nearly 50-year history of Tri-Com.</p>			
<p>Attachments (please list):</p> <ul style="list-style-type: none"> • Resolution • Restated Intergovernmental Agreement for Tri-Com Central Dispatch 			
<p>Recommendation/Suggested Action (briefly explain):</p> <p>Recommend approval of a Resolution Authorizing the Mayor to Execute the Restated Intergovernmental Agreement for Tri-Com Central Dispatch.</p>			

City of St. Charles, Illinois
Resolution No. 2024 - _____

**A Resolution Authorizing Execution of the
Restated Intergovernmental Agreement for Tri-Com Central Dispatch**

**Presented & Passed by the
City Council on _____, 2024**

WHEREAS, the Legacy Members entered into an intergovernmental agreement creating Tri-Com Central Dispatch (“Tri-Com”) to provide communication services for police, fire, ambulance, and related services, on or about June 7, 1976 (“Original Agreement”); and

WHEREAS, the Original Agreement was subsequently amended in 1979, 1985, 1986, 2013, 2015, and 2020 (the Original Agreement and subsequent amendments, the “Original IGA”); and

WHEREAS, the Legacy Members, effective May 1, 2025, desire to terminate and render without full force and effect the Original IGA, in its entirety, by entering into the proposed Restated Intergovernmental Agreement for Tri-Com Central Dispatch (“Restated Tri-Com IGA”); and

WHEREAS, Batavia and St. Charles are each a home rule unit of local government pursuant to Section 6 of Article VII of the Constitution of the State of Illinois of 1970, and have the authority to exercise any power and perform any function pertaining to their government and affairs, including, but not limited to, the power to regulate for the protection of the public health, safety, morals, and welfare; and

WHEREAS, Geneva is a non-home rule unit of local government with such powers vested by law and under Section 7 of Article VII of the Constitution of the State of Illinois of 1970; and

WHEREAS, units of local government are authorized by Article VII, Section 10 of the Constitution of the State of Illinois of 1970 to enter into agreements among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or ordinance; and

WHEREAS, the Illinois Municipal Code, 65 ILCS 5/8-1-7(3), permits the corporate authorities of any municipality to “enter into any multi-year contract or otherwise associate for any term under the provisions of Section 10 of Article VII of the Illinois Constitution or the Intergovernmental Cooperation Act”; and

WHEREAS, Tri-Com has successfully provided communication services for the protection of public health, safety, and welfare for almost fifty (50) years; and

WHEREAS, the City finds it desirable and in its best interest to enter into the Restated Tri-Com IGA, as set forth herein.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF ST. CHARLES, KANE AND DUPAGE COUNTIES, ILLINOIS, AS FOLLOWS:

1. The Corporate Authorities of the City hereby approve the Restated Tri-Com IGA, attached hereto and made a part hereof as Exhibit A.

2. By this Resolution, the Mayor of the City of St. Charles is hereby authorized and directed to execute and deliver and the City Clerk is hereby authorized and directed to attest and seal the Restated Tri-Com IGA, substantially in the form of Exhibit A.

3. This Resolution shall be in full force and effect from and after its passage, as provided by law.

PRESENTED to the City Council of the City of St. Charles, Illinois, this _____ day of _____, 2024.

PASSED by the City Council of the City of St. Charles, Illinois, this _____ day of _____, 2024.

APPROVED by the City Council of the City of St. Charles, Illinois, this _____ day of _____, 2024.

Lara Vitek, Mayor

ATTEST:

City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:

EXHIBIT A

Restated Tri-Com Intergovernmental Agreement

**RESTATED INTERGOVERNMENTAL AGREEMENT
FOR TRI-COM CENTRAL DISPATCH**

This Restated Intergovernmental Agreement is made and entered into as of _____, 2024 (“Tri-Com IGA”), by, and between the City of Batavia, Kane County, Illinois (“Batavia”), the City of Geneva, Kane County, Illinois (“Geneva”) and the City of St. Charles, Kane and DuPage Counties, Illinois (“St. Charles”) (hereinafter Batavia, Geneva, and St. Charles may be referred to as a “Legacy Member” or “Legacy Members”, as the case may be).

WITNESSETH

WHEREAS, the Legacy Members entered into an intergovernmental agreement creating Tri-Com Central Dispatch (“Tri-Com”) to provide communication services for police, fire, ambulance, and related services, on or about June 7, 1976 (“Original Agreement”); and

WHEREAS, the Original Agreement was subsequently amended in 1979, 1985, 1986, 2013, 2015, and 2020 (the Original Agreement and subsequent amendments, the “Original IGA”); and

WHEREAS, the Legacy Members, effective May 1, 2025, desire to terminate and render without full force or effect the Original IGA, in its entirety, by entering into this Tri-Com IGA; and

WHEREAS, Batavia and St. Charles are each a home rule unit of local government pursuant to Section 6 of Article VII of the Constitution of the State of Illinois of 1970, and have the authority to exercise any power and perform any function pertaining to their government and affairs including, but not limited to, the power to regulate for the protection of the public health, safety, morals, and welfare; and

WHEREAS, Geneva is a non-home rule unit of local government with such powers vested by law and under Section 7 of Article VII of the Constitution of the State of Illinois of 1970; and

WHEREAS, units of local government are authorized by Article VII, Section 10 of the Constitution of the State of Illinois of 1970 to enter into agreements among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or ordinance; and

WHEREAS, the Illinois Municipal Code, 65 ILC 5/8-1-7(3), permits the corporate authorities of any municipality to “enter into any multi-year contract or otherwise associate for any term under the provisions of Section 10 of Article VII of the Illinois Constitution or the Intergovernmental Cooperation Act”; and

WHEREAS, Tri-Com has successfully provided communication services for the protection of the public health, safety, and welfare for almost fifty (50) years; and

WHEREAS, the Legacy Members find it desirable and in their respective interests to amend and restate the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the matters set forth above, the agreements, covenants, representations, and undertakings made and contained in this Tri-Com IGA, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Legacy Members hereby agree, covenant, represent, and undertake as follows:

1. Parties. Each of the parties to this Tri-Com IGA is a municipal corporation, organized and existing under the authority of the Laws of the State of Illinois. Each municipal corporation shall hereinafter be called “Batavia”, “Geneva”, or “St. Charles”, as the context may require.

2. Purpose. Purpose. The purpose of this Tri-Com IGA is to unite the parties in a cooperative arrangement to provide communication and related services for police, fire, ambulance, and other emergency services for the operation of a “Public Safety Answering Point” as defined by the Emergency Telephone System Act, 50 ILCS 750/01.01 *et seq.* (collectively “Communication Services”) serving Batavia, Geneva, St. Charles, and any other units of local government which Tri-Com, as hereinafter defined, through its Board of Directors, contract for rendering Communication Services (hereinafter “Contract Communications Service Agencies ”). In no event shall any Contract Communications Service Agency become a party to this Tri-Com IGA without first complying with the terms and conditions set forth at Paragraph 14 (“Additional Parties”).

3. Name. For convenient reference, the name by which this arrangement shall be known as “Tri-Com Central Dispatch” or “Tri-Com”.

4. Legal basis. The Tri-Com IGA is executed pursuant to the provisions of Article VII, Section 10, of the Constitution of Illinois of 1970, the respective home rule authority of Batavia and St. Charles, and the provisions of the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* It is the intention of the Legacy Members to exercise the authority granted them to the fullest extent permitted by law.

5. Term of Tri-Com IGA. The Tri-Com IGA shall be in effect for a period of four (4) years, commencing on May 1, 2025, and ending April 30, 2029. Thereafter it shall automatically be renewed with no affirmative action by the Legacy Members for successive annual periods commencing May 1 of each year until notice of termination is given as provided in Paragraph 12 below.

6. Availability of Communications Services. Tri-Com shall continuously provide Communications Services to the Legacy Members and Contract Communications Service Agencies in the manner determined by the Board of Directors of Tri-Com. Access to communications systems and equipment by agencies or personnel of each Legacy Member and Contract Service Agencies shall be determined by rules promulgated by the Board of Directors. Tri-Com, by and through the Board of Directors, shall have the authority to contract or otherwise associate with other Public Safety Answering Points to ensure continuity and durability in Communication Services.

7. Equipment. The communications equipment and related infrastructure used by Tri-Com in furtherance of its obligations under Tri-Com IGA shall be owned, leased, or licensed by Tri-Com in its own name. Tri-Com shall maintain records to identify all equipment utilized by Tri-Com and provide the records to Geneva for financial auditing purposes.

8. Personnel.

8.1 Geneva shall serve as the human resources department for Tri-Com. Employees selected to work for Tri-Com shall be employed by Geneva and eligible for benefits offered to employees of Geneva. However, in the event any activities under this Tri-Com IGA are provided by another Legacy Member within that Legacy Member's corporate boundaries, the person(s) shall be an employee of that Member and not of Geneva. If the Legacy Members, through Geneva contract with a private entity to provide any of the services described in this Tri-Com IGA, then the employees of such private entity shall not be considered employees of the Geneva or any of the other Legacy Member for any purpose. Nothing in this Tri-Com

Agreement shall be construed to modify any existing collective bargaining agreement or any other employment agreement.

8.2 The Board of Directors shall be responsible for the hiring, promotion, discipline, and termination of employees selected to work for Tri-Com, but may delegate such duties to an administrative director, hereinafter the “Executive Director”. The Executive Director shall hire, appoint, evaluate, promote, discipline, and terminate employees in accordance with the budget and personnel policies, procedures, and collective bargaining agreements of Tri-Com. Prior to the suspension, demotion, or termination of an employee, the Executive Director shall advise the Human Resources Division of Geneva, labor counsel, and other professionals as to the manner and procedure of discipline. The Executive Director shall notify the Board of Directors in writing of any and all personnel actions taken within ten (10) days of said action. Any employee aggrieved by a disciplinary action taken by the Executive Director shall have the right to file a written appeal to the Board of Directors, which appeal shall be heard by the Board at its next regularly scheduled meeting. In the event that any collective bargaining agreement or other employment contract provides for a different manner and procedure of discipline, the relevant collective bargaining agreement or other employment contract shall govern.

8.3 The determination of salaries and wages of non-union employees selected to work for Tri-Com shall be made by the Board of Directors. The Board of Directors shall commission a compensation study for its consideration not less than every five (5)

years, and any change or modification of wages and salaries shall require an affirmative vote of a majority of the Board of Directors.

8.4 Notwithstanding any previous position held by a Tri-Com employee in the police or fire departments of any Legacy Member to the Tri-Com IGA, and notwithstanding any other circumstances which might give appearance of a legal relationship between Tri-Com and a police or fire department of any Legacy Member or of more than one Legacy Member to the Tri-Com IGA, no Tri-Com employee shall be considered to be a police officer or fire fighter employed by any Legacy Member or any Contract Communications Service Agency . The Board of Directors of Tri-Com shall advise each new employee in writing within seven (7) days of their employment of the terms of this Paragraph 8.

9. Insurance and Indemnification.

9.1 Insurance. Tri-Com shall procure and maintain, during the term of Tri-Com IGA and any extension thereof, the insurance required herein at its sole cost and expense:

- i. General Liability / Professional Health Care Liability insuring against all liability of Tri-Com related to Tri-Com IGA, with minimum limits of One Million (\$1,000,000) Dollars per occurrence and Three Million (\$3,000,000) Dollars for general aggregate. Said policies shall include coverage for all real and personal property owned and/or operated by Tri-Com.
- ii. Business Automobile/Vehicle Liability insurance with a combined single limit of One Million (\$1,000,000) Dollars.
- iii. Workers' Compensation Insurance covering all costs, statutory benefits, and liabilities under State Workers' Compensation and similar laws for employees

selected to work for Tri-Com, with Employers' liability of One Million (\$1,000,000) Dollars each accident; One Million (\$1,000,000) Dollars disease – each employee; and One Million (\$1,000,000) Dollars policy limit.

- iv. Umbrella or Excess Liability Insurance providing coverage to the underlying coverages, with minimum limits of Eight Million (\$8,000,000) Dollars per occurrence and Sixteen Million (\$16,000,000) Dollars annual aggregate.
- v. The policies and/or the certificate(s) of insurance for Commercial General Liability, Automobile/Vehicle Liability and Umbrella or Excess Liability coverages shall name the Cities of Geneva, St. Charles, and Batavia, and their respective elected and appointed officers, employees, agents, and successors as an additional insured on a primary non-contributory basis. The coverages shall contain no special limitations on the scope of protection afforded to the Legacy Members and their respective officials, agents, employees and volunteers. The policies and the Certificate of Insurance shall also name Geneva, St. Charles, and Batavia as cancellation notice recipients.
- vi. All insurers shall be licensed by the State of Illinois and rated A-VII or better by A.M. Best or comparable rating service.

9.2 Indemnification. Each Legacy Member shall, to the extent permitted by law, indemnify, hold harmless and defend each other, and their respective elected and appointed officers, officials, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, each Legacy

Member's performance under this Tri-Com IGA. None of the Legacy Members waives, by these indemnity requirements, any defenses or protections under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.), or any defenses or protections otherwise available to it, or to the other Legacy Members, under the law. Any indemnity as provided in this Tri-Com IGA shall not be limited by reason of the enumeration of any insurance coverage herein provided.

10. Finances; Annual Membership Fee; Audit.

10.1 Records. In accordance with generally accepted accounting principles and Illinois law, Tri-Com and Geneva shall maintain accurate financial records for Tri-Com, including, but not limited to, the cost of operations, assets of the organization, and liabilities. Said records shall be available for inspection by any Legacy Member during regular business hours with reasonable notice.

10.2 Membership Fee. All Legacy Members of Tri-Com shall pay to Tri-Com, through Geneva, an annual fee ("Membership Fee") based on a formula adopted by the Board of Directors ("Funding Formula"). The Funding Formula shall be reviewed and approved by the Board of Directors every five (5) years commencing in 2025 and shall generate sufficient funds to operate Tri-Com and establish and maintain sufficient capital and other reserve funds in accordance with generally accepted accounting principles. Geneva shall invoice all Legacy Members for their respective shares on a quarterly basis. For the avoidance of doubt, the Membership Fee shall include a sum payable to Geneva as and for reimbursement for administrative support services provided by Geneva to Tri-Com. The amount of this reimbursement shall be designated in the annual Tri-Com budget and

approved by the Board of Directors. The administrative support services may include financial, human resources, administrative support services, and such other support services, as reasonably determined by Geneva and approved by the Board of Directors of Tri-Com.

Notwithstanding the above, the funding formula set forth in Paragraph 10 of the Sixth Amendment to the Original IGA dated on or about February 16, 2016, shall be utilized until the Board of Directors approves a new funding formula, but in no event shall a new funding formula apply to Tri-Com's fiscal year 2026.

10.03. Audit. The financial records of Tri-Com shall be audited annually by an auditor approved by the Board of Directors; the cost of the audit shall be a cost of operating Tri-Com.

11.1 Board of Directors; constituted: the management of Tri-Com shall be vested in the Board of Directors, consisting of eleven (11) Directors, as follows:

- a. The police chief from each of the Legacy Members (3);
- b. The fire chief from each of the Legacy Members (3);
- c. One (1) alderperson from each of the Legacy Members (3);
- d. One (1) representative of the Contract Communication Service Agencies; and
- e. Any representative of a member entitled to vote in accordance with Section 11.2.3 herein.

Each said representative shall be appointed by the respective mayor or president of each Legacy Member or Members, with the advice and consent of each respective council or board of trustees.

In the event an appointed Director is unable to attend a Board of Directors' meeting, each Legacy Member may designate an alternate director who may be an elected or appointed officer

of such municipality. Each Legacy Member shall provide written notice to Tri-Com of the designation of the Alternative Director from time to time.

11.2. Quorum; Voting. A majority of the members of the Board of Directors, including at least one (1) from each Legacy Member, shall constitute a quorum for the transaction of business at a meeting of the Board of Directors. If less than a majority of Directors are present at a meeting, the Directors present may adjourn the meeting without further notice. Each Director shall be entitled to cast one (1) vote on each matter coming before the Board of Directors for action. Notwithstanding the foregoing, in the event that a Legacy Member has less than three (3) Directors present at a meeting, but more than one (1) Director present, the Legacy Member shall be entitled to cast a total of three (3) votes, through its Director(s) who are present.

11.2.1 Each Contract Communication Service Agency whose CFS, as defined in this Section, for Tri-Com's prior fiscal year was greater than eight percent (8%) of the total CFS shall be entitled to cast one (1) vote, through its designated representative, on each matter coming before the Board of Directors. This representative shall be counted for the purpose of establishing a quorum. For the purposes of this Restated Intergovernmental Agreement, the term CFS shall mean any and all calls, including, but not limited to, those needing law enforcement, fire department, medical or emergency assistance of any kind when those calls result in a representative of a law enforcement agency, a fire department, an emergency medical agency, or another emergency assistance service being dispatched, directed, or self-initiated to a location within the agency's responsible jurisdiction or mutual aid location.

11.2.2 However, for the sole purposes of voting at Board of Director's meeting under this Paragraph 11, Contract Communication Service Agencies with an individual CFS, for the prior fiscal year, is less than eight percent (8%) may, collectively (hereafter referred to as

“Combined Agency”), elect a single representative (hereinafter “Combined Agency Representative”). A Combined Agency Representative, may cast one (1) vote on each matter coming before the Board of Directors for action. A Combined Agency’s Representative shall be designated on an annual basis and reported to the Board of Directors at its May meeting and counted for the purpose of establishing a quorum. The Combined Agency, may appoint an alternate representative to attend and vote on matters before the Board of Directors if the Combined Agency Representative is unable to attend a meeting.

11.2.3 In the event the CFS for any Contract Communication Service Agency is less than eight percent (8%) the total CFS, the right to vote for that Contract Communication Service Agency shall cease instant.

11.3 Meetings. The regular meetings of the Board of Directors shall be held on the second Wednesday of the odd months unless otherwise approved of by the Board of Directors. The January meeting shall be an annual meeting at which the annual budget for Tri-Com is adopted. The appointment of the officers for the Board of Directors shall be held annually at the May meeting of the Board of Directors. The Executive Director or designee shall cause notice of these regular meetings, including an agenda, (a) to be mailed or electronically mailed to each member of the Board of Directors at least forty-eight hours before the meeting, (b) members of the media requesting same, (c) and posted at Tri-Com’s office and on the Tri-Com website. The business of the meeting shall not be limited to the agenda, but no action shall be taken on any item which is not on the agenda at the time of the meeting. Special meetings of the Board of Directors may be called by the Chairman, the Board of Directors on its own motion or by the Executive Director upon written request. The date, time and location of special meetings shall be determined by the person(s) calling the meeting. Written notice of special meetings, including a specific agenda

for the meeting, shall be electronically mailed to each member of the Board of Directors and members of the media requesting same at least forty-eight (48) hours before the meeting. Only those items appearing on the agenda may be considered at the meeting. The Board of Directors shall have the authority to elect its own officers and adopt its own rules or by-laws to govern its deliberations and proceedings and ensure the efficient and continuous operation of Tri-Com, including, but not limited to, the adoption of Roberts Rules of Order and the like.

12. Termination. The participation of any Legacy Member shall be automatically terminated upon the expiration of ninety (90) days after giving of notice of default of any of that Legacy Member's obligations under this IGA. Upon the occurrence of any default as determined by the Board of Directors, it shall be the duty of the Executive Director to give notice to the defaulting Legacy Member. In addition to such automatic termination, any Legacy Member may voluntarily terminate its participation by giving written notice to each other of the other Legacy Members at least six (6) months before the date of termination. Regardless of the manner in which termination is effected, the terminated Legacy Member shall pay its proportionate share of the costs of Tri-Com in accordance with Paragraph 10 hereof until the April 30 following the termination date.

13. No equities in Tri-Com Assets. The Legacy Members acknowledge that Tri-Com assets are purchased with funds provided by all Legacy Members and held in the name of Tri-Com. The Legacy Members further acknowledge that, upon termination of any Legacy Member in accordance with the preceding Paragraph 12 or consolidation with another Public Safety Answering Point, it will be impossible to determine the proportional interest or equity of each asset and accordingly, the Legacy Members have no individual equity in the assets.

14. Additional Parties/Contract Communication Service Agency Contracts.

14.1.1 Additional Parties. Other Units of Local Government as defined by Section 1, Article VII of the Constitution of the State of Illinois of 1970, and community colleges, may become a party to the Tri-Com IGA upon approval of the Board of Directors of Tri-Com and execution of an appropriate joinder agreement, and upon payment of a sum fixed by the Board of Directors to in accordance with the formula set forth in Section 14.1.2 herein.

14.1.2 Contract Communications Service Contracts. The Board of Directors may enter into Contract Communications Service contracts with Units of Local Government, whether or not contiguous to the corporate boundaries of any Legacy Member or the then-current geographic service area of Tri-Com. All new members as well as Contract Communications Service Agencies shall be required to, prior to the effective date of commencing service with Tri-Com, pay to Tri-Com a proportionate share of the minimum operating reserves of Tri-Com and any expenses related to the conversion of service to Tri-Com. The new member's proportionate share of the minimum operating reserves shall be calculated by multiplying one-fourth (25%) of the current year's day-to-day operating budget of Tri-Com ("Minimum 3-month Operating Reserve") by the anticipated call volume percentage of the new member. The anticipated call volume, which is the aggregate of all Calls for Service received by Tri-Com, shall be determined by using the new member's call volume for the prior calendar year. The new member's call volume shall be interpolated into an estimated percentage of Tri-Com call volume. For illustration purposes only, assume Tri-Com's current annual operating budget is \$2,500,000 and the new member's prior year's call volume would have constituted 1.2% of Tri-Com's entire call volume for the prior year, the new member's contribution to the operating reserve would be \$7,500. ($\$2,500,000 \times .25 = \$625,000 \times .012 = \$7,500$) for its one-time, nonrefundable contribution to the financial operating reserves of Tri-Com.

15. Amendments. This Tri-Com IGA may be amended in writing at any time by all of the Legacy Members. Amendments shall refer back to the Tri-Com IGA and to subsequent amendments, if any, on the same subject and shall specify the language to be changed or to be added. The execution of any amendment shall be authorized by passage of an appropriate ordinance by the corporate authorities of each Legacy Member.

16. Remedies. Since the purpose of this Tri-Com IGA is to provide Communications Services on an ongoing basis, money damages or termination of the Tri-Com IGA are inadequate remedies in the event of default. Accordingly, the Legacy Members explicitly agree that any one or more Legacy Members hereto aggrieved by the default hereunder of any one or more other Legacy Members shall be entitled, upon a proper showing of default, to a decree of specific performance of any covenant hereunder from a court of competent jurisdiction and that the alleged adequacy of legal remedies shall not be a defense in an action for specific performance. Nothing in this Paragraph shall be construed to deprive an aggrieved Legacy Member of any remedy afforded by law.

17. Intentionally omitted.

18. Donated Equipment. Any Legacy Member to this IGA may, at any time, donate property or equipment to Tri-Com for use by any or all of the Legacy Members. Such property or equipment shall become the property of Tri-Com.

19. Contracts. Tri-Com may enter into any contracts determined by the Board of Directors to be reasonably necessary to implement the purposes of this Tri-Com IGA, provided that no such contract shall, without the express approval of all Legacy Members to this Tri-Com IGA, increase the amount which any Legacy Member would otherwise be required to pay under Paragraph 10 hereof during the fiscal year in which the contract becomes effective. No officer,

agent, employee or director of Tri-Com shall have any authority under this Paragraph or this Tri-Com IGA to extend the contractual liability of any Legacy Member hereto in any manner not permitted by law. Any contract which any one Legacy Member to this Tri-Com IGA could not by law enter into without public notice and competitive bids shall not be entered into by Tri-Com without public notice and competitive bids or waiver thereof, all in accordance with Illinois law. The Board of Directors may adopt any notice and bidding procedure consistent with law.

20. Severability. If any part of this Tri-Com IGA is adjudged invalid, such adjudication shall not affect this validity of the Tri-Com IGA as a whole or of any other part.

21. Notices. Any notices required hereunder shall be deemed to be given on the date of mailing if sent by registered or by certified mail, return receipt requested, to the address or addresses of the Legacy Members following their signatures at the end of this Tri-Com IGA.

22. Miscellaneous.

22.1 Section Headings. Section headings are descriptive only and do not in any way limit or expand the scope of the Tri-Com IGA, which is not in any way transferable by any Legacy Member hereto.

22.2 Non-Waiver. The failure of either Legacy Member to insist on the other Legacy Member's strict compliance with the terms and conditions contained in this Tri-Com IGA shall not constitute a waiver of the right to insist upon strict compliance at all times with any and all of the terms and conditions contained in this Tri-Com IGA.

22.3 Incorporation of Recitals. The recitals set forth above shall be and are incorporated into this Tri-Com IGA as if here fully restated.

22.4 Entire Agreement. This Tri-Com IGA constitutes the entire agreement of the Legacy Members and supersedes all prior representations and agreements relating to the subject matter of this Tri-Com IGA.

22.5 Time of Essence. Time is of the essence of this Tri-Com IGA.

22.6 Counterparts. This Tri-Com IGA may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were on the same instrument.

22.7. Effective Date. This Tri-Com IGA shall become effective upon its execution and delivery by all parties.

IN WITNESS WHEREOF, the Legacy Members, pursuant to authority granted by ordinance adopted by each of them, have caused this Tri-Com IGA to be executed by their mayors and attested by their city clerks and their corporate seals affixed the day and year first written above.

[SIGNATURE PAGE TO FOLLOW]

ATTEST:

THE CITY OF GENEVA,
a Municipal Corporation

City Clerk

By: _____
Mayor

ATTEST:

THE CITY OF ST. CHARLES,
a Municipal Corporation

City Clerk


By: _____
Mayor

ATTEST:

THE CITY OF BATAVIA,
a Municipal Corporation

City Clerk

By: _____
Mayor

 CITY OF ST. CHARLES ILLINOIS • 1834	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 6b
	Title:	Recommendation to Approve an Ordinance Authorizing the Disposal of Personal Property Owned by the City of St. Charles.	
	Presenter:	Jeremy Mauthe, Fire Chief	
Meeting: Government Operations Committee Date: December 2, 2024			
Proposed Cost: \$0		Budgeted Amount: \$0	Not Budgeted: <input type="checkbox"/>
TIF District: None			
Executive Summary (if not budgeted, please explain): <p>The Fire Department currently has a surplus of firefighting turnout gear and self-contained breathing apparatus (SCBA) equipment in its inventory. Structural firefighting protective clothing is retired after 10 years from date of manufacture, per NFPA code 1851. The turnout gear is replaced regularly in a budgeted cycle and the outdated gear is no longer used. Additionally, the SCBA equipment has been replaced and is no longer used.</p> <p>The Fox Valley Career Center (FVCC) has a Fire Science program where students, including those from St. Charles, are instructed on firefighting skills but do not enter structural fires. The program instructor has requested the donation of the equipment and has agreed to the submittal of the proper waivers and hold harmless agreements. The City has donated equipment to similar educational programs in the past.</p>			
Attachments (please list): <ul style="list-style-type: none"> • Inventory of Fire Department Equipment • Proposed Ordinance Authorizing the Disposal of Personal Property Owned by the City of St. Charles. 			
<ul style="list-style-type: none"> • Recommendation/Suggested Action (briefly explain): Recommend approval of an Ordinance Authorizing the Disposal of Personal Property Owned by the City of St. Charles. 			

City of St. Charles, Illinois
Ordinance No. _____

**AN ORDINANCE AUTHORIZING THE DISPOSAL OF PERSONAL
PROPERTY OWNED BY THE CITY OF ST. CHARLES**

WHEREAS, pursuant to Section 11-76-4 of the Illinois Municipal Code (65 ILCS 5/11-76-4), the corporate authorities of the City of St. Charles (the “City”) are expressly authorized to sell or otherwise dispose of personal property in such manner as they may designate with or without advertising the sale when, in the opinion of a majority of the corporate authorities then holding office, the personal property is no longer necessary or useful to the City; and

WHEREAS, the City owns certain Fire Department protection equipment, deemed to be surplus (the “Equipment”); and

WHEREAS, the corporate authorities of the City expressly find that the Equipment is no longer necessary to, required for use, or in the best interest of the City to maintain, and further find that it is in the best interest of the City to sell or otherwise dispose of the Equipment, as hereinafter set forth.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ST. CHARLES, KANE AND DUPAGE COUNTIES, ILLINOIS, AS FOLLOWS:

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.
2. The corporate authorities of the City hereby authorize disposal of such Equipment by donating it to the Fox Valley Career Center Fire Science Program of Kaneland School District 302 (the “Kaneland”), as itemized and pursuant to that certain Fire Protection Equipment Donation Agreement, attached hereto and made a part hereof as Exhibit A.
3. The City Fire Chief is hereby authorized and directed to execute any document necessary to transfer title to such Equipment to Kaneland.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

PRESENTED to the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, this _____ day of _____, 2024.

PASSED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, this _____ day of _____, 2024.

APPROVED by the Mayor of the City of St. Charles, Kane and DuPage Counties, Illinois, this _____ day of _____, 2024.

Lora A. Vitek, Mayor

ATTEST:

City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:

Exhibit A
Kaneland School District 302
Fire Protection Equipment Donation Agreement

FIRE PROTECTION EQUIPMENT DONATION AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____, 2024, by and between KANELAND SCHOOL DISTRICT 302 (hereinafter referred to as the “Kaneland”) and the CITY OF ST. CHARLES, an Illinois municipal corporation (hereinafter referred to as “St. Charles”). (For convenience, Kaneland and St. Charles may be referred to each as a “Party” and collectively as the “Parties.”)

WHEREAS St. Charles owns certain fire protection equipment identified in Exhibit 1, attached hereto and incorporated herein by reference (the “Equipment”); and

WHEREAS, the corporate authorities of the City of St. Charles has previously determined that the Equipment is no longer necessary or useful to, or for the best interests of, St. Charles, and has authorized the donation of the Equipment to Kaneland; and

WHEREAS, the Fox Valley Career Center Fire Science Program of Kaneland is in need of the Equipment and desires to acquire it as a donation from St. Charles; and

WHEREAS, St. Charles desires to assist Kaneland by donating the Equipment to Kaneland, at no cost.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and promises herein contained, the sufficiency of which is acknowledged to be adequate, St. Charles and Kaneland agree as follows:

1. The recitals stated above are an integral part of this Agreement and are incorporated into this Agreement by reference and made a part hereof.
2. St. Charles warrants that it has authority under the laws of the State of Illinois and its ordinances and has by Ordinance authorized the donation of the Equipment and transfer of the ownership of the Equipment to Kaneland.
3. Kaneland acknowledges and agrees that St. Charles is neither a manufacturer nor a vendor of the Equipment.
4. It is the obligation and duty of Kaneland to inspect the equipment prior to accepting it. Acceptance of the Equipment by Kaneland shall be deemed a determination by Kaneland that the Equipment was received in good condition and repair. The Parties acknowledge and agree that St. Charles has made no representations as to the condition of the Equipment and has made no agreements or promises to replace, repair, alter or improve the Equipment.

IT IS UNDERSTOOD AND AGREED THAT ST. CHARLES IS NOT MAKING AND HAS NOT MADE AT ANY TIME ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, USAGE, LATENT OR PATENT PHYSICAL CONDITION, OR ANY OTHER MATTER OR THING REGARDING THE EQUIPMENT. KANELAND AGREES THAT IT SHALL ACCEPT AND USE THE EQUIPMENT "AS-IS, WHERE-IS, WITH ALL FAULTS." All risks incident to the usage of the Equipment shall be borne by Kaneland. St. Charles shall not be obligated or liable to Kaneland or any third party for actual, incidental, consequential, or other damages arising out of or in connection with the use or performance of the Equipment and the maintenance thereof by Kaneland, and Kaneland expressly and unconditionally waives any such claims. Kaneland agrees to take possession of the Equipment in the City of St. Charles, Illinois, at a mutually agreeable time.

5. Notwithstanding anything else to the contrary, Kaneland agrees to and shall defend, indemnify and hold harmless St. Charles, its past and present officials (whether appointed or elected), officers, trustees, directors, agents, representatives, attorneys, contractors, insurers, volunteers, servants, successors, predecessors, assigns, employees and any other third party related to St. Charles (collectively, the "Indemnified Parties") from and against any and all claims, losses, demands, liabilities, penalties, liens, encumbrances, obligations, causes of action, costs and expenses (including reasonable attorneys' fees and court costs), deaths, injuries and damages (actual or punitive) of every kind and nature, whether known or unknown, suspected or unsuspected, disclosed or undisclosed, contingent or actual, liquidated or unliquidated (collectively, the "Claims" and individually, a "Claim") that occurred or are alleged to have occurred, in whole or in part, in connection with St. Charles's donation of the Equipment, Kaneland's use of the Equipment, any act or omission of Kaneland or its officers, employees, independent contractors, officials, agents, and representatives, Kaneland's breach of this Agreement, or this Agreement.
6. The interpretation and enforcement of this agreement shall be governed by the laws of the State of Illinois applicable to agreements made to be performed entirely within that state, without regard to its conflicts of laws principles. All actions or proceedings in any way, manner or respect, arising out of or from or related to this Agreement shall be litigated only in the circuit court of the County of Kane, State of Illinois. Kaneland expressly waives any objections to the foregoing based on improper venue, forum non conveniens or any other principle of law.

7. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. A signature affixed to this Agreement by facsimile or electronic mail shall have the same effect as an original signature.
8. By affixing their signatures below the signatories represent that they have authority on behalf of their local government to enter into this Agreement.

CITY OF ST. CHARLES, an Illinois
municipal corporation

KANELAND SCHOOL DISTRICT 302

By: _____
Its Mayor

By: _____
Its: _____

ATTEST:

ATTEST:

By: _____
Its City Clerk

By: _____
Its: _____

DATE

DATE

SUBSCRIBE AND SWORN to before me
this ____ day of _____, 2024

Notary Public

SUBSCRIBE AND SWORN to before me
this ____ day of _____, 2024

Notary Public

Exhibit 1
Equipment

Mask			Type	Qty
Serial Number	Notes	Notes		
			Air Transfer Block	1
ARAL-0058	No voice amp		Exhalation Valve Shield (box)	1
ARUC-0231	Complete		Flow Tester w/ Head and Mask	1
ARUC-0233	No voice amp		Gas Masks	2
ARUC-0234	Missing: amp, exhalation valve assembly		Harness Shoulder Pad Assembly	7
ARUC-0236	Missing: amp, netting		Harness Strap - assorted (box)	1
ARUC-0244	Complete		Harness Waist Assembly	1
ARUC-0257	Complete		Mask - Feder Spring	20
ARUC-0258	Complete		Mask - HUD devices (box)	1
ARUC-0261	No voice amp		Mask Caps (box)	1
ARUC-0262	Missing: amp, exhalation valve assembly		Mask CBRN Gaskets (bag)	1
ARUC-0268	Complete		Mask Covers (black-out) (bag)	1
ARUC-0269	Missing: netting		Mask Eyeglass Frame Insert (box)	1
ARUC-0311	Complete		Mask Harness - Fabric	1
ARUC-0314	Missing: amp, netting		Mask Harness - Rubber (box)	2
ARUC-0315	Missing: amp, netting		Mask Lenses	19
ARUC-0318	No voice amp		Mask Lower Clamp	8
ARUC-0336	No voice amp		Mask Regulator	10
ARUC-0338	Complete		Mask Voice Amp Port Cover (box)	1
ARUC-0342	Complete		Misc SCBA & Bottle Parts (box)	1
ARUC-0343	Complete		Remote Fill Hose	1
ARUC-0344	No netting		Rig Mounting Bases	19
ARUC-0345	Complete		Rig Mounting Bracket	18
ARUC-0351	Complete		Rig Mounting Bracket Clamps	66
ARUC-0353	No voice amp		RIT Pack - hose assembly	1

ARUC-0355	No voice amp		RIT Packs - bag only	4
ARUC-0386	No voice amp		RIT Packs w/fittings	6
ARUC-0389	Complete		Scott Masks	26
ARUC-0390	Complete		Sentinel	2
ARUC-0396	Missing: amp, netting		TSI Model 8025-20 Fit Tester Adaptor Kit	1
ARUC-0399	No voice amp		Valve Maintenance Kit	5
ARUC-0400	Missing: netting		Air Hose (100' lengths)	
ARUC-0401	Complete		Brown	2
ARUC-0404	No voice amp		Gray	3
ARUC-0405	Missing: amp, netting		Red	3
ARUC-0406	No voice amp		Green	3
ARUC-0407	No voice amp		Yellow	3
ARUC-0409	No voice amp		Blue	3
ARUC-0410	Complete		Whips	4 (1')
ARUC-0415	Complete			
ARUC-0419	Complete			
ARUC-0422	Complete			
ARUC-0424	No voice amp			
ARUC-0454	No voice amp			
ARUC-0603	No voice amp			
ARUC-1215	Complete			
ARXA-0013	Complete			
ARXA-0042	Complete			
ARXA-0129	Complete			
ARXA-0164	Complete			
ARZK-0016	Missing: netting			
Harness				
Serial Number	Number	Notes	Notes	
BRUB-1753	3	Complete - 1hr		
BRUB-1746	4	Complete - 1hr		
BRUB-1766	5	Complete - 1hr		
BRUC-4540	6	Complete - 1hr		
BRUC-4538	14	Complete		
BRUB-1739	21	Complete		
BRUB-1767	30	Missing regulator receiver on strap		
BRUB-1740	33	Complete		
BRUC-4539	34	Missing battery compartment cover		
BRUC-0485	50	Missing regulator receiver on strap		


BRUC-0180	51	Complete	
BRUC-0177	54	Complete	
BRUB-1742	62	Missing several parts	
BRUB-1421	70	Complete	
BRUC-5713	93	Missing regulator receiver on strap	
BRUB-1770	94	Missing regulator receiver on strap	
BRUC-0455	102	Missing regulator receiver on strap	
BRUB-1755	111	Complete	
BRUB-1760	113	Complete	
BRUB-1775	114	Complete	
BRUB-1418	116	Complete	

Turnout Gear

Jacket			
Manufacturer	Serial Number	Date of Manufacture	Notes
Fire Dex	87501003	Oct-08	
Fire Dex	87501004	Oct-08	
Fire Dex	88967003	Dec-08	
Fire Dex	100573001	Aug-10	
Fire Dex	100573002	Aug-10	
Fire Dex	103904007	Feb-11	
Fire Gear	09701402	Sep-03	
Fire Gear	09719501	Sep-03	
Fire Gear	09719801	Sep-03	
Fire Gear	09737701	Oct-03	
Fire Gear	09839601	Dec-03	
Fire Gear	09839901	Dec-03	
Fire Gear	10249301	Jun-04	
Fire Gear	10249701	Jun-04	
Fire Gear	10249801	Jun-04	
Fire Gear	10320602	Aug-04	
Fire Gear	10321101	Aug-04	
Fire Gear	10811601	Oct-05	
Fire Gear	10811901	Oct-05	
Fire Gear	20162502	Feb-05	
Fire Gear	21062501	Feb-05	
Janesville	21863601	May-05	
Securitex	EMS Gear	Oct-95	Blue EMS Gear
Securitex	0002980512	Mar-01	
Securitex	11095501	Mar-07	

Securitex	11095601	Mar-07	
Securitex	11095701	Mar-07	
Securitex	11096001	Mar-07	
Securitex	11096003	Mar-07	
Securitex	26127501	Aug-06	
Securitex	26127801	Aug-06	
Sperian	26128001	Aug-06	
Sperian	26128101	Aug-06	
Sperian	11328201	Jan-08	
Sperian	11328401	Jan-08	
Sperian	11328901	Jan-08	
Pants			
Fire Dex	Serial Number	Date of Manufacture	Notes
Fire Dex	87501007	Oct-08	
Fire Dex	87501008	Oct-08	
Fire Dex	88967008	Dec-08	
Fire Dex	88967010	Oct-08	
Fire Dex	100573004	Aug-10	
Fire Gear	103904018	Feb-11	
Fire Gear	113876020	Apr-12	
Fire Gear	09238101	Jan-03	
Fire Gear	09721001	Aug-03	
Fire Gear	09721401	Sep-03	
Fire Gear	09840101	Dec-03	
Fire Gear	09993301	Feb-04	
Fire Gear	09993501	Feb-04	
Fire Gear	10250001	Jun-04	
Fire Gear	10250301	Jun-04	
Fire Gear	10250401	Aug-04	
Fire Gear	10250501	Jun-04	
Fire Gear	10250601	Jun-04	
Fire Gear	10321802	Jun-04	
Fire Gear	10812001	Oct-05	
Fire Gear	10812101	Oct-05	
Fire Gear	10812201	Oct-05	
Fire Gear	10812301	Oct-05	
Fire Gear	20624701	Dec-04	
Fire Gear	21066402	Feb-05	
Fire Gear	21066501	Feb-05	
Honeywell	21864801	May-05	
Honeywell	EMS Gear	Mar-97	Blue EMS Gear

Janesville	1405009050	May-14	Liner Only	
Securitex	1502094579	Feb-15	Shell Only	
Securitex	0000456692	Jun-98		
Securitex	11096301	Mar-07		
Securitex	11096701	Mar-07		
Securitex	11097001	Mar-07		
Securitex	11097101	Mar-07		
Securitex	26130701	Aug-06		
Securitex	26130901	Aug-06		
Securitex	26131001	Aug-06		
Securitex	26131002	Aug-06		
Sperian	26131003	Aug-06		
Sperian	26131101	Aug-06		
Sperian	11330501	Jan-08		
Sperian	11330502	Jan-08		
Sperian	11330701	Jan-08		
Sperian	11330901	Jan-08		
Boots				
Pro-Warrington	Serial Number	Date of Manufacture	Size	Notes
Servus	WP310071185	Oct-01	9	
Servus	WP310730530	Jul-09	12.5	
STC Footwear		Apr-01	11	
Weinbrenner	S1437W008933	Nov-00	14	
Weinbrenner	706 JOB # 3701	Aug-04	12.5	
Weinbrenner	14390	Jan-03	11	
Weinbrenner	14390	Jan-03	11	
Weinbrenner	14390	Jan-03	11	
Weinbrenner	14394	Jan-03	10	
Weinbrenner	17330	Nov-05	10.5	
Weinbrenner	41181	Oct-03	10.5	
Weinbrenner	44213	Dec-03	11	
Weinbrenner	50208	Nov-06	11	
Weinbrenner	60695	Sep-04	10	
Weinbrenner	65601	Mar-04	10.5	
Weinbrenner	68849	Jun-07	9.5	
Weinbrenner	74848	Nov-04	10	
Weinbrenner	74848	Nov-04	10	
Weinbrenner	75910	Nov-04	9	
Weinbrenner	75911	Nov-04	10	
Weinbrenner	77828	Jun-10	11	

 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number:
	Title:	Resolution Authorizing an Annual Agreement with Gartner Consulting for information Technology Research and Consulting Services for \$48,232.	
	Presenter:	Larry Gunderson, Director of Information Systems	
Meeting: Government Operations Committee Date: December 2, 2024			
Proposed Cost: \$48,232		Budgeted Amount: \$50,540	Not Budgeted: <input type="checkbox"/>
TIF District: None			
<p>Executive Summary:</p> <p>For the past six years, the Information Systems Department has utilized Gartner Consulting's IT research, advisory, and contract review services to provide support for many of its initiatives. In particular, Gartner provided exceptional value by validating the costs for the purchase of network equipment and providing research services on the City's enterprise software applications. Gartner has also provided timely support for the development of policy and technology architecture for its information security program.</p> <p>For FY 25, IS staff is recommending a new one-year agreement with Gartner Consulting to continue to provide their research and advisory services. As a result, it is expected that Gartner will enable the City to continue to realize savings on its upcoming initiatives, in addition to providing ongoing policy and technology planning support.</p> <p>Because of Gartner's unique position as an independent, global technology research company, no other consulting firm provides similar services. To ensure the City will pay the lowest cost for Gartner consulting services, they will be purchased through a national cooperative purchasing program called NASPO ValuePoint. NASPO ValuePoint is the cooperative purchasing arm of the National Association of State Procurement Officials, and the ValuePoint Master Agreement may be used by all governmental units of the State of Illinois.</p>			
<p>Attachments (please list):</p> <p>Gartner Service Agreement, Resolution</p>			
<p>Recommendation/Suggested Action (briefly explain):</p> <p>Recommend approval of a resolution authorizing an annual agreement with Gartner Consulting for information technology research and consulting services for \$48,232</p>			



GARTNER SERVICE ORDER ("SO") Q-00197289

Gartner	Client (Sold To)	Client (Bill To)
GARTNER, INC. 56 TOP GALLANT ROAD STAMFORD, CT 06902-7700 UNITED STATES	CITY OF ST CHARLES 2 E MAIN ST SAINT CHARLES, ILLINOIS 60174-1926 UNITED STATES	LARRY GUNDERSON CITY OF ST CHARLES 2 E MAIN ST SAINT CHARLES, IL 60174-1984 UNITED STATES lgunderson@stcharlesil.gov

1. ORDER SCHEDULE

Client agrees to subscribe to Gartner for the Services listed in the table below. Each Service Period is 12 months unless specified in the Order Schedule.

Service Name/ Level of Access	Quantity	Licensed User	Total Service Period (Months)	Service Start/End	Service Period 1
IT Leadership Team Leader	1	Larry Gunderson	12	1-JAN-2025 31-DEC-2025	
IT Leadership Team Essentials Member	1	Penny Lancor	12	1-JAN-2025 31-DEC-2025	
Total Service Period Fee Exclusive Of Applicable Tax					USD 48,232.00

2. SERVICE DESCRIPTIONS

Service Name/Level of Access	Service Description URLs
IT Leadership Team Leader	https://sd.gartner.com/sd_itl_team_leader.pdf
IT Leadership Team Essentials Member	https://sd.gartner.com/sd_itl_team_essentials_member.pdf

3. PAYMENT TERMS

Payment Terms	Billing Schedule	PO Number Required on Invoice
Net 30	Annual in advance	Select Yes/No: _____ PO Number: _____

If Client requires a Purchase Order ("PO") number to be included on Gartner's invoice for payment, "yes" must be checked and the PO number entered in the table above. Failure to do so may result in delayed access to Services. Should Client require an annual PO number for multi-year Service Orders, Client must provide the new PO number at least 30 days prior to the beginning of each subsequent Service Period. The original PO number will be used for subsequent invoices if a new PO number is not provided. Regardless of whether Client provides a PO number, Client remains obligated to pay the Total Fee for all Service Periods in Section 1. Any pre-printed or additional terms included on the PO shall be inapplicable and of no force or effect. Any notices, notifications, or subsequent POs are to be sent to americascontracts@gartner.com.

Client agrees to pay any sales, use, value-added, or other tax or charge imposed or assessed by any governmental entity upon the sale, use or receipt of Services, with the exception of any taxes imposed on the net income of Gartner.

4. SERVICE TERMS

This Service Order is governed by the Service Terms displayed at <https://www.gartner.com/en/about/policies/service-terms/us-4409732> and constitutes the entire agreement between Gartner and Client for the Services. All defined terms not defined in this Service Order are defined in the Service Terms.

CITY OF ST CHARLES

GARTNER, INC.

Client Signature

Gartner Signature

Print Name

Print Name

Title

Title

Date

Date

City of St. Charles, Illinois
Resolution No.

**A Resolution Authorizing an Annual Agreement with Gartner Consulting
for information technology research and consulting services in the
submitted amount**

**Presented & Passed by the
City Council on**

WHEREAS, since 2018 the City has utilized Gartner Consulting's information technology (IT) research, advisory, and contract review services to provide support for many of its IT initiatives;

WHEREAS, the Information Systems Department solicited a request for quote for annual technology consulting services from Gartner Consulting;

WHEREAS, Gartner Consulting submitted pricing for IT consulting services through NASPO ValuePoint, a national government purchasing cooperative that may be used by all governmental units of the State of Illinois;

THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, an Agreement be approved with Gartner Consulting in the submitted amount.

PRESENTED to the City Council of the City of St. Charles, Illinois, this __ day of _____, 2024

PASSED by the City Council of the City of St. Charles, Illinois, this __ day of _____, 2024

APPROVED by the Mayor of the City of St. Charles, Illinois, this _____ day of _____, 2024

Lora Vitek, Mayor

ATTEST:

City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain: