

**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item Number: ID

Title:

Recommendation to approve an 11-month Agreement for Governmental Consulting with John J Millner and Associates in the amount of \$26,400 for FY 2021-22.

Presenter:

Mayor Lora A. Vitek

Meeting: City Council**Date:** June 7, 2021

Proposed Cost: \$26,400

Budgeted Amount: \$28,800

Not Budgeted: **Executive Summary** *(if not budgeted please explain):*

Bricor Consulting has historically provided governmental consulting services for the City of St. Charles. Karen Ramey is our contact with Bricor and has been helpful with contacts with State elected officials and the background on legislation proposed in the Statehouse in the past. Ms. Ramey has elected to step down from Bricor. The City still has need for legislative monitoring and consulting services within the State Legislature.

Attached is an overview and a contract for John J. Millner and Associates to fulfill that role for the City. John Millner would be the City's principal contact. Mr. Millner has significant experience with government at both the local and state levels. He had a long tenure as the Police Chief in Elmhurst and also served as a Senator in DuPage County for many years. Mr. Millner's services will be similar to those provided by Bricor-monitoring of legislative proposals and grant funding opportunities of importance to the City, facilitation of meetings with legislators, etc.

The legislative process today happens quickly-early identification of issues and the ability to make the City's position known as quickly as possible in the process will be important to having the ability to influence negotiations and the legislation enacted to the maximum extent possible.

The contract as written is effective June 1, 2021 and continues through April 30, 2025 at a cost of \$2,400 per month which is the same cost as the Bricor Contract. Other contractual terms are also similar to the City's prior contract with Bricor. The contract automatically renews each May 1 for an additional 12-month term through April 30, 2025, unless 60 days' notice of intent not to renew is provided. Either side may also terminate the agreement with 90 days' notice at any time for any reason. Mr. Millner has also attached bios for Scott Marquardt and John Humes who may also provide services to the City through the City's contract with John J. Millner and Associates.

Attachments *(please list):*

Firm overview and proposed contract with John J Millner and Associates

Recommendation/Suggested Action *(briefly explain):*

Recommendation to approve an 11-month Agreement/or Governmental Consulting with John J. Millner and Associates in the amount of \$26,400 for FY 2021-22.

JOHN J. MILLNER & ASSOCIATES, INC.
2700 Industrial Drive, Suite 100
West Chicago, IL 60185



May 5, 2021

Mark Koenen
City Administrator
City of St. Charles
2 Main St.
St. Charles, IL 60174

Mr. Koenen,

Thank you for the opportunity to introduce my firm to the City of St. Charles. I've outlined below what a typical year looks like and how our firm manages our clients.


In a calendar year there are basically two time periods to the General Assembly. First, the time when the General Assembly is in session and second, the off session times. During session, the City needs to have complete knowledge, in a timely manner, of all of the bills or issues introduced in the Illinois General Assembly. To that end, we propose a plan of on going communication. After a search criteria has been established, we will forward bills to a assigned person and wait for a response or direction. Once these bills are reviewed, the City will be able to make an informed decision on whether or not to weigh in on the legislation. By having timely information, the City will be able to get involved and have input on more pieces of legislation. The City will be able to lend its support or form opposition to the issues.

During the off session times, the City needs to continue to build on its current relationships. Working towards the ultimate goal of creating a team approach towards handling its legislative issues. When issues arise, there needs to be several people asking the question: How will this affect the City? The team will consist of legislators, City representatives and the lobbyist. All members need to be in contact on a regular basis regarding issues on proposals. To that end, we propose a schedule of meetings with the current legislators to discuss these items. Over time, the City will begin to see a more concentrated presence in Springfield which will result in the City having more influence on the outcome of issues.

During legislative session days, we maintain an almost full time presence in Springfield, we have a suite of offices in Springfield. At that location we have a conference room, internet access, etc. We also have the ability to provide our clients with access to a private area for phone calls etc..

Our approach to report on actions during the session is simple. We suggest having one main contact within the City. That contact will have complete access to all members of the firm, including home numbers to cell phones or email addresses. During the session it is vitally important that we have the ability reach one main contact that will have decision making authority. As you can imagine, some decisions must be made immediately.

For your information, I've also included our firm overview with bios for each member of our firm. Please reach out with any questions you may have.

Regards,

John J. Millner

JOHN J. MILLNER & ASSOCIATES, INC.

FIRM OVERVIEW

Experienced. Effective. Respected.

Our expansive network across all branches of government in Illinois allows John J. Millner & Associates to effectively assist our clients with their needs. We have worked hard to develop and build on our relationships with legislators and staff members in all four caucuses as well as with officials in the executive branch. Today, we are proud of our ability to effectively work with legislators on both sides of the aisle, and on both sides of the rotunda, including those in Senate and House Leadership.

Additionally, our numerous contacts with legislators and staff members in the Illinois General Assembly afford us the opportunity to receive "up-to-the-minute" information regarding critical legislation, often before the legislation is introduced. We have also invested in technology which allows us to more effectively track and monitor vital legislation from our offices in Springfield and in DuPage County, Illinois.

The varied employment and political experience of the members in our firm has afforded us the opportunity to develop extensive relationships across the state of Illinois with numerous legislators, political leaders and government executives. This demonstrated ability is documented through our success in obtaining and maintaining client contracts. We feel we successfully work with Democrats and Republicans in both legislative chambers, including those serving in committee and caucus leadership positions very effectively.

JOHN J. MILLNER, Senator (Retired)

In January of 2013, John J. Millner retired from the Illinois State Senate and started John J. Millner and Associates, Inc., a governmental consulting and lobbying firm. He is also a consultant to Marquardt & Company. He served the people of the 28th Legislative District from 2005 through 2013. Prior to his position in the Senate, John J. Millner was elected in 2002 and again in 2004 to the Illinois House of Representatives serving the people of the 55 Legislative District.

During his tenure in the General Assembly, he served on many high level committees, such as transportation, financial institutions, local government and many other top level committees. He was the minority spokesperson on judicial committee in the house and minority spokesperson of the criminal law committee in the senate over the last decade. He has introduced and passed numerous pieces of legislation affecting public policy through the state of Illinois. He is also familiar with the political nuances when navigating through this intricate process.

Prior to joining the Illinois General Assembly, John J. Millner was the longest serving police chief with the City of Elmhurst. He instituted numerous police, investigative and community programs in this capacity.

John J. Millner Received his Bachelor of Arts degree from Lewis University and his Master of Arts degree in Law Enforcement Administration from Western Illinois University.

SCOTT R. MARQUARDT, ESQ.

Scott R. Marquardt serves as President and Chief Legal Counsel to Marquardt & Company. Mr. Marquardt has been an independent lobbyist and consultant for various corporations and companies since 1996. Since becoming President of Marquardt & Company in 2002, Mr. Marquardt has focused his attention on assembling a team of consultants capable of providing our clients most comprehensive level of representation available.

Mr. Marquardt began his professional career as a prosecutor in the DuPage County State's Attorney's Office. While an Assistant State's Attorney, he was responsible prosecuting traffic, misdemeanor, and felony offenses and ultimately was placed in charge of the unit responsible for making charging decisions on high-level cases. Upon leaving the State's Attorney's Office after five years of service, Mr. Marquardt entered private practice and eventually became a partner and president of the Wheaton-based law firm of Marquardt & Belmonte, P.C. Today, Marquardt & Belmonte, P.C. is one of the largest firms of its kind in DuPage County.

In addition to his business and legal expertise, Mr. Marquardt also possesses a wide array of political campaign management experience -- which further enhances our firm's statewide network. He has managed numerous local campaigns and provided advice and counsel to dozens of candidates and elected officials at all levels of government.

Mr. Marquardt is a graduate of the University of Illinois at Urbana-Champaign and of the Chicago-Kent College of Law and remains active in his community by serving as a precinct committeeman.

JOHN "CHIP" HUMES

John "Chip" Humes. As a funeral director and co-owner of Humes Funeral Home in Addison, he has served families and the community for many years. His commitment to serving others and tending to their needs is as prevalent now as when he served as a paramedic and firefighter.

This drive to serve others and his community has given him great experience. As a small business owner himself, he understands the concerns, needs and issues that small businesses have.

This led him to serve as President of the Addison Chamber of Commerce for three years. During his time as President he worked to address the needs of businesses in Addison and advance the issues important to them; as well as to attract new businesses to the area.

His commitment to service continues with his current role as Legislative Director and Past President of the Illinois Funeral Directors Association. This service association has required him to work with legislatures on both a state and national level. His service, goal and commitment to the members of the association is ensuring their needs are heard and addressed by the legislature and the multitude of regulatory bodies that oversee the industry. While serving funeral directors and addressing issues that are important to them, he has also gained experience with budget management, understanding and addressing regional concerns from rural towns in Illinois to city issues in Chicago; as well as advocating for the needs of many.

Chip has been an active Associate member of the Addison Township Republican Organization. During his work with Don Puchalski's campaign, he was able to work closely with the York and Bloomingdale Township's Republican organizations. Mr. Humes brings a commitment to service.

Chip is a graduate of Driscoll Catholic High School in Addison. He then attended College of DuPage and the Elgin Fire Academy, becoming a firefighter and certified paramedic. He later graduated from Worsham College of Mortuary Science. He has served as a member of the Driscoll Catholic High School board, treasurer of the Adventist Glen Oaks Hospital Foundation, past president of the Addison Chamber of Commerce and Industry, member of the Addison Historical Commission. Mr. Humes is also a fourth degree Knight of Columbus.

CONTRACTUAL AGREEMENT

This Agreement is made on the 1st of June 2021, between JOHN J. MILLNER AND ASSOCIATES, INC. ("JJM") having its principal place of business, at 2700 International Drive, Suite 100, West Chicago, IL 60185 and the City of St. Charles having its principal place of business at 2 Main St. St. Charles, IL 60174.

IN CONSIDERATION of the City of St. Charles, retaining JJM, it is agreed as follows:

I. COMPENSATION AND TERMS

The City of St. Charles retains JJM and JJM hereby agrees to represent the City of St. Charles in the capacity of "lobbyist/consultant", before the Illinois General Assembly and the executive levels of state and local government. Additionally,

- Assist with capital
- Monitor legislation
- Assist with meetings between the city and legislators/staff members/state departments/agencies as needed
- Communicate on a regular basis with the main contact provided by the city

The term of this Agreement is as follows:

\$ 2,400.00 per month – (total of 12 months) due upon receipt of monthly invoices

- Services will automatically renew for additional one-year terms, on May 1, ~~2021~~ ²⁰²² unless written notice of intent to terminate is received 60 days prior to renewal date. Either party can cancel the contract at any time, without cause with 90 days written notice. This agreement will expire on April 30, 2025.

II. WARRANTIES BY JOHN J. MILLNER AND ASSOCIATES, INC.

JJM represents and warrants to the City of St. Charles that it has the experience and ability to perform the services required by this Agreement; that they will perform said services, in a professional, competent and timely manner, as represented and suitable for the performance of the Agreement; and that they have the power to enter into and perform this Agreement; and that their performance of this Agreement shall not infringe upon or violate the rights of any third party or violate any federal, state and municipal laws. JJM further warrants that they have complied and will continue to comply with the Illinois Lobbyist Registration Act.

III. INDEPENDENT CONTRACTOR

JJM acknowledges that the services rendered under this Agreement shall be solely as an independent contractor. JJM shall not enter into any contract or commitment on behalf of the City of St. Charles, JJM further acknowledges that they are not considered an affiliate or subsidiary of the City of St. Charles, and are not entitled to any of the City of St. Charles employment rights or benefits. It is expressly understood that this undertaking is not a joint venture.

IV. BUSINESS PRACTICES

JJM hereby represents and covenants that they:

-have no knowledge or information that any unlawful payments, disbursements, assignments or transfers of property of any type have been made, or promised to any governmental official or to any intermediary, broker or agent who shall in turn, directly or indirectly unlawfully pay, disburse, assign or transfer property to any governmental official, to unlawfully influence any act or decision of any governmental official;

-will take all reasonable steps to ensure that no unlawful payments, disbursements, assignments or transfers of property of any type be made to any governmental official, or to any intermediary, broker or agent who shall in turn, directly or indirectly unlawfully pay, disburse, assign or transfer property to any governmental official, to unlawfully influence any act or decision of any governmental official.

V. CONFIDENTIALITY

JJM recognizes and acknowledges that this Agreement creates a confidential relationship between JJM and the City of St. Charles and that information concerning the City of St. Charles, or its operation, whether written or oral, is confidential in nature. All such information concerning the City of St. Charles is hereinafter collectively referred to as "Confidential Information". JJM will not use, disclose to any third party, directly or indirectly, for its own benefit or the benefit of others, both during the term of the Agreement and subsequent to its termination, any Confidential Information which JJM may acquire or develop in connection with or as a result of the performance of this agreement. JJM further agrees to bind their employees and subcontractors to the terms and conditions of this Agreement.

VI. GRANT

JJM agrees that their work product produced in the performance of this Agreement shall remain the exclusive property of the City of St. Charles, and that they will not sell, transfer, publish, disclose, display or otherwise make the work product available directly to third parties without the City of St. Charles, prior written consent. Any rights granted to JJM under this Agreement shall not affect the City of St. Charles, exclusive ownership of the work product.

IN WITNESS WHEREOF, the City of St. Charles, and JJM do hereby affirm that they understand the provisions contained herein. Therefore, in consideration of the mutual covenants contained herein, the City of St. Charles, and JJM, have caused this contract to be executed, by witness of the signatures following, as of the day and year first written.

CITY OF ST. CHARLES

JOHN J. MILLNER AND ASSOCIATES, INC

BY: _____

BY: John J. Millner

TITLE: _____

TITLE: President

DATE: _____

DATE: 5/5/2021