

AGENDA
SPECIAL MEETING OF THE ST. CHARLES CITY COUNCIL
RAYMOND P. ROGINA, MAYOR
MONDAY, APRIL 27, 2020 – 7:00 P.M.
CITY COUNCIL CHAMBERS
2 E. MAIN STREET

For instructions on how to access the meeting remotely follow the link below:

<https://www.stcharlesil.gov/events/public-meetings/2020/14358>

Please Mute Your Phone To Avoid Sharing Background Noise.

1. **Call to Order.**
2. **Roll Call.**
3. **Invocation.**
4. **Pledge of Allegiance.**
5. **Administrative**
 - a. Video Gaming Statistics – Information Only
 - b. Fuel Tax Receipts February 2020 – Information Only
 - c. Electric Reliability Report – Information Only
6. **Presentations**
 - Presentation of a Proclamation Declaring May 1, 2020 through May 9, 2020 as Public Service Recognition Week in the City of St. Charles.
 - Presentation of a Proclamation Declaring May 10, 2020 through May 16, 2020 as Police Week in the City of St. Charles.
7. **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.
- *8. Motion to accept and place on file minutes of the regular City Council meeting held April 6, 2020.
- *9. Motion to approve and authorize issuance of vouchers from the Expenditure Approval List for the period of 3/23/2020-4/5/2020 in the amount of \$789,059.89, and the Expenditure Approval List for the period of 4/06/2020-04/19/2020 in the amount of \$4,981,312.03.

I. New Business

- *A. Recommendation to approve a **Resolution** Awarding the Bid for Asphalt Materials to Plote Construction.
- *B. Recommendation to approve a **Resolution** Awarding the Bid for Concrete Materials to Prairie Material.

- *C. Recommendation to approve a **Resolution** Awarding the Bid for Hauling Services to E.D. Shands, LLC.
- *D. Recommendation to approve a **Resolution** Awarding the Bid for Stone and Gravel Material to Viking Brothers, Inc.
- *E. Recommendation to approve a **Resolution** Authorizing the Mayor and City Clerk of the City of St. Charles to execute a Five-Year Contract Extension for Mosquito Abatement Services to Clarke Environmental Mosquito Management, Inc.
- *F. Recommendation to approve a **Resolution** to Authorize a Five-Year Contract for Landscape Maintenance Services to Cornerstone Partners Horticultural Services Co. in the amount of \$31,249.68 per year.
- *G. Recommendation to approve a **Resolution** Authorizing the Mayor and City Clerk of the City of St. Charles to execute a One-Year Contract Extension for Street Sweeping Services to Lakeshore Recycling Systems.
- *H. Recommendation to approve a **Resolution** Authorizing the Mayor and the City Clerk of the City of St. Charles to Waive the Bid Procedure for 2020/2021 ordering gasoline & diesel Fuel (bio-diesel) per order on an as needed basis, to Al Warren Oil Co, Bell Fuel, Buchanan Energy, Feece Oil, Gas Depot Oil Co, & Parent Petroleum.
- *I. Recommendation to approve a **Resolution** Authorizing the Mayor and the City Clerk of the City of St. Charles to Waive the Bid Procedure & allow “Spot Buying” of Cable & Transformers on as as-needed basis 2020/2021, to Anixter, EESCO, Universal Utility Supply, & RESCO, respectively.
- *J. Recommendation to approve a **Resolution** Authorizing the Mayor and the City Clerk of the City of St. Charles to Waive the Bid Procedure and Accept the Blanket Switchgear Quote from Federal Pacific for Stock Switchgear for Fiscal Year 2020/21.
- *K. Recommendation to approve a **Resolution** Authorizing the Mayor and the City Clerk of the City of St. Charles to Waive the Bid Procedure and Accept the Blanket Cable Quote from Anixter, Inc., for Okonite Cable for Fiscal Year 2020/21.
- *L. Recommendation to approve a **Resolution** to approve Construction Engineering Agreement for the South 7th Avenue Resurfacing Project with Hampton, Lenzini and Renwick, Inc. in an amount not to exceed \$95,820.
- *M. Recommendation to approve a **Resolution** Authorizing the Mayor and City Clerk of the City of St. Charles to approve a Contract for Traffic Signal Maintenance with Meade, Inc.
- *N. Recommendation to approve a **Resolution** to Award the Bid for Well # 9 Electrical Improvements and Generator Replacement to Newcastle Electric, Inc. in the amount of \$177,250.
- *O. Recommendation to approve a **Resolution** to Approve Professional Service Agreement for Well #7 and #13 Interconnection Project to Trotter and Associates, Inc. in the amount of \$867,000.

- *P. Recommendation to approve a **Resolution** Approve Contract Extension for Water, Sanitary Sewer and Storm Sewer Underground Point Repairs to Mid-American Underground in the amount of \$650,000.
- *Q. Recommendation to approve a **Resolution** to approve Engineering Services Agreement for Basin SCO5 Phase 1 Flow Monitoring with Engineering Enterprises, Inc. in an amount not to exceed \$87,533.
- *R. Recommendation to approve a **Resolution** Approving an Electric Easement at 2445 Dean Street Entrance.
- *S. Recommendation to approve a **Resolution** Awarding the bid for Directional Boring Services and Landscape Restoration Services to Archon Construction Company in the amount of \$250,000.
- *T. Recommendation to Approve a **Resolution** Authorizing the Mayor and the City Clerk of the City of St. Charles to Approve the Award of One (1) 2020 Altec Model DB37 Hydraulic Derrick “Backyard” Machine and Sell the replaced Altec Model DB30 unit number 2184 and its trailer unit number 2183.
- U. Recommendation to Approve an **Ordinance** Confirming and Extending a Declared State of Emergency within the City of St. Charles Due to the COVID-19 Pandemic.
- V. Recommendation to approve an **Ordinance** Amending Title 13, “Public Utilities, Chapter 13.12 “Sewers” of the St. Charles Municipal Code to Allow for Changes in the Rate Structure for the Sewer Utility.
- W. Recommendation to approve an **Ordinance** Amending Title 13, “Public Utilities, Chapter 13.16 “Water” of the St. Charles Municipal Code to Allow for Changes in the Rate Structure for the Water Utility.
- X. Recommendation to approve the Service Agreement with the History Museum for FY 2020-2021 in the amount of \$46,000.
- Y. Recommendation to approve a Service Agreement with the St Charles Business Alliance in the Amount of \$698,600 for Fiscal Year 2020-2021.
- Z. Recommendation to Approve a **Resolution** for the One Year Contract and Lease Agreement with A.I.D. (Association for Individual Development).
- AA. Recommendation to Approve a **Resolution** for the School Resource Officer Agreement for School Years 2020-2023.
- BB. Recommendation to Approve a Proposal for a New Class E-1 Temporary Liquor License for the “Hops for Hope 5K” to be held at Mount Saint Mary Park Rescheduled for October 3, 2020.
- CC. Recommendation for Approval of 1st Street Plaza, Street, and Parking Lot Closures and Amplification License for the Fine Art Show Rescheduled for September 10-13, 2020, and now known as the St. Charles Fine Art & Jazz Weekend.

- DD.** Recommendation to approve a **Resolution** Authorizing and Directing the Mayor to Execute and the City Clerk to attest to the Execution of a Certain Extension of the Employment Agreement with Mark W. Koenen, City Administrator.
- EE.** Recommendation from Mayor Rogina to Approve the Appointments of New Members to City Boards and Commissions for Fiscal Year 2020/2021.
- FF.** Recommendation from Mayor Rogina to Approve the Reappointments of Members to City Boards and Commissions for Fiscal Year 2020/2021.
- GG.** Recommendation from Mayor Rogina to Approve the Reappointment of City Administrator for Fiscal Year 2020/2021.
- HH.** Recommendation from Mayor Rogina to appoint Scott Swanson as the Chief of Fire for the City of St. Charles.
- II.** Recommendation from Mayor Rogina to appoint Department Directors as recommended by City Administrator Mark Koenen for Fiscal Year 2020/2021.
- JJ.** Recommendation from Mayor Rogina to Approve the Reappointment of Tracey Conti as Deputy City Clerk for Fiscal Year 2020/2020.
- KK.** Recommendation from Mayor Rogina to Approve the Reappointment of City Attorney Nicholas S. Peppers of the Law Firm Storino, Ramello & Durkin for Fiscal year 2020/2021.
- LL.** Recommendation from Mayor Rogina to Approve the Reappointment of Prosecuting Attorney Timothy O’Neil for Fiscal Year 2020/2021.
- MM.** Recommendation from Mayor Rogina to Approve the Appointment of Patrick Crimmins as the Prosecuting Attorney for the City of St. Charles Liquor Control Commission for Fiscal Year 2020/2021.
- NN.** R Recommendation to approve an Ordinance Amending Title 9 “Public Peace, Morals and Welfare”, Chapter 9.64 “Penalties”, Section 9.64.010 “Penalties” of the City of St. Charles Municipal Code.

II. Committee Reports

- A. Government Operations**
- *1. Recommendation to approve a Proposal for an E4 Liquor License Application for Pollyanna Brewing Company’s Summer Soiree Event taking place on July 18, 2020 at 106 S Riverside Avenue, St. Charles.
- *2. Recommendation to approve a Proposal for a New E1 Liquor License for D & G Brewing for the St. Charles Craft Beer Festival taking place on May 30, 2020 in Lincoln Park.

- *3. Recommendation to approve a Proposal for a New Class E-4 Temporary Liquor License and a Loudspeaker Application for a Special Event, Unwind Wednesdays, to be held on the First Street Plaza.
- *4. Recommendation to approve Late Night Permits for Class B, C and G licenses of the City of St. Charles for FY 2020/2021, effective June 1, 2020.
- *5. Recommendation for Approval of the use of West First Street Plaza and Amplification License for the STC Live.
- *6. Recommendation to Approve Street and Parking Lot Closures and Use of Amplification Equipment for the 2020 Fox Valley Marathon.
- *7. Recommendation to Approve Proposed Revisions to the Rules and Regulations of the Board of Fire and Police Commissioners.
- *8. Recommendation to approve an **Ordinance** Reserving and Authorizing the Transfer of Volume Cap in Connection with Private Activity Bond Issues and Related Matters.
- *9. Recommendation to approve an agreement with IT Solutions Group, Inc. for professional services, software, and hardware for a not-to-exceed cost of \$51,101.
- *10. Recommendation to approve a **Resolution** Authorizing the Execution of an Agreement between the City of St. Charles and the Metropolitan Alliance of Police St. Charles Chapter 27 (Police Officers).
- *11. Motion to accept and place on file minutes from the April 6, 2020 Government Operations Committee meeting.

B. Government Services
None

C. Planning and Development
None

10. Additional Items from Mayor, Council, Staff, or Citizens

A. Executive Session

- Personnel – 5 ILCS 120/2(c)(1)
- Pending Litigation – 5 ILCS 120/2(c)(11)
- 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:	Video Gaming Statistics – Information Only
Presenter:	Jim Keegan, Chief of Police

Meeting: City Council

Date: April 27, 2020

Proposed Cost: \$

Budgeted Amount: \$

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

Latest statistics on video gaming and what businesses have been approved by the state and city staff of the St. Charles Police Department, pending applications into the state for approval, and January 2012 – March 2020 report for St. Charles Video Gaming Revenue as of March 2020.

Attachments *(please list):*

Table – Current Licensed Video Gaming Establishments/Pending Applicants
Illinois Gaming Board Video Gaming Report – January 2012 – March 2020
Illinois Gaming Board Video Gaming Report - March 2020

Recommendation/Suggested Action *(briefly explain):*

None – For Information Only

City of St. Charles
Video Gaming Statistics
March, 2020

LICENSED ESTABLISHMENTS	CORPORATION NAME	ADDRESS	
Alexanders Café	Alexanders Café, Inc.	1650 W. Main St.	St. Charles
Alibi Bar & Grill	Alibi Bar & Grill, Ltd.	12 N. 3rd St.	St. Charles
Alley 64	Alley 64, Inc.	212 W. Main St.	St. Charles
Arcada Theatre	Onesti Entertainment Corp.	105 E Main St.	St. Charles
Rookies	BK & MM Ventures, LLC	1545 W. Main St.	St. Charles
Crazy Fox	Crazy Fox, LLC	104 E Main St	St. Charles
Dawn's Beach Hut	Dawn's Café, LTD	8 N Third St.	St. Charles
Main Street Pub	Main Street Pub	204 W Main St	St. Charles
The Filling Station	Health Nuts, Ltd.	300 W Main St.	St. Charles
St. Charles Bowl	LA Manson Corp.	2520 W Main St	St. Charles
Second Street Bar & Grill	Mark VII Hospitality, Ltd.	221 S. 2nd Street	St. Charles
Brown's Chicken	NLHM, Inc.	1910 Lincoln Highway	St. Charles
The Evergreen Pub & Grill	Northwoods Pub and Grill, LLC	1400 W Main St	St. Charles
R House	SCMC Enterprises, Inc.	214 W Main Street	St. Charles
Riverside Pizza & Pub	Riverside Pizza, Inc.	102 E Main St	St. Charles
Spotted Fox Ale House	St. Charles Sports LLC	3615 E. Main St.	St. Charles
Tap House Grill	Tap House Grill St. Charles, LLC	3341 W Main St.	St. Charles
St. Charles Moose Lodge 1368	St Charles Moose Lodge 1368	2250 W Rt. 38	St. Charles
PENDING ESTABLISHMENTS	CORPORATION NAME	ADDRESS	
Yummy Place	Yummy Place Burrito Los Asaderos, Inc.	2400 E. Main Street	St. Charles
Throwbacks Sports Bar	Jay's & N Inc.	1890 W Main Street	St. Charles

**ILLINOIS GAMING BOARD
VIDEO GAMING REPORT**

4/14/2020

10:29 am

St. Charles

January 2012 - March 2020

Municipality	Establishment	License Number	VGT Count	VGT Wagering Activity			VGT Income			VGT Tax Distribution		
				Amount Played	Amount Won	Net Wagering Activity	Funds In	Funds Out	Net Terminal Income	NTI Tax	State Share	Municipality Share
St. Charles	A'Salute' Inc.	160702452	2	\$2,091,601.88	\$1,923,949.67	\$167,652.21	\$577,279.00	\$409,626.79	\$167,652.21	\$50,296.35	\$41,913.65	\$8,382.70
St. Charles	ALIBI BAR & GRILL LTD.	150704430	5	\$448,186.83	\$410,300.14	\$37,886.69	\$160,719.00	\$122,831.26	\$37,887.74	\$11,705.71	\$9,819.24	\$1,886.47
St. Charles	Alley 64, INC.	160702383	5	\$21,363,382.00	\$19,832,531.59	\$1,530,850.41	\$7,460,377.00	\$5,929,452.34	\$1,530,924.66	\$468,470.26	\$391,923.80	\$76,546.46
St. Charles	BK & MM VENTURES LLC	160702415	5	\$16,747,727.38	\$15,431,520.73	\$1,316,206.65	\$5,051,543.00	\$3,735,255.11	\$1,316,287.89	\$403,840.93	\$338,026.35	\$65,814.58
St. Charles	CRAZY FOX, LLC	170701805	5	\$2,284,069.23	\$2,058,002.36	\$226,066.87	\$706,248.00	\$480,181.13	\$226,066.87	\$71,314.33	\$60,010.95	\$11,303.38
St. Charles	DAWN'S CAFE, LTD.	160702454	2	\$923,368.50	\$844,759.57	\$78,608.93	\$297,553.00	\$218,942.72	\$78,610.28	\$23,900.28	\$19,969.72	\$3,930.56
St. Charles	DAWN'S VOODOO ROOM, LTD.	170702226	3	\$131,639.05	\$114,092.97	\$17,546.08	\$48,098.00	\$30,551.92	\$17,546.08	\$5,263.94	\$4,386.62	\$877.32
St. Charles	GOLREN ENTERPRISES, INC.	160703386	5	\$2,363,441.27	\$2,169,177.13	\$194,264.14	\$822,559.00	\$628,294.86	\$194,264.14	\$58,279.92	\$48,566.66	\$9,713.26
St. Charles	HDF Entertainment, LLC	180702511	5	\$1,065,412.62	\$969,413.57	\$95,999.05	\$397,060.00	\$301,060.95	\$95,999.05	\$31,077.63	\$26,277.70	\$4,799.93
St. Charles	HEALTH NUTS, LTD.	180702391	5	\$1,695,238.64	\$1,552,744.46	\$142,494.18	\$644,281.00	\$501,786.82	\$142,494.18	\$44,644.28	\$37,519.48	\$7,124.80
St. Charles	KILLOUGH LLC	160702650	4	\$323,128.13	\$297,527.05	\$25,601.08	\$127,669.00	\$102,067.92	\$25,601.08	\$7,680.48	\$6,400.40	\$1,280.08
St. Charles	L. A. MANSON CORPORATION	160703156	5	\$4,989,420.56	\$4,564,319.35	\$425,101.21	\$1,524,100.00	\$1,098,998.79	\$425,101.21	\$130,152.93	\$108,897.65	\$21,255.28
St. Charles	MARK VII HOSPITALITY LIMITED	170702225	5	\$13,152,117.89	\$12,159,534.38	\$992,583.51	\$3,861,629.00	\$2,869,018.99	\$992,610.01	\$309,193.21	\$259,562.59	\$49,630.62
St. Charles	NLHM Inc.	160702847	4	\$3,564,903.22	\$3,281,699.59	\$283,203.63	\$950,524.00	\$667,320.37	\$283,203.63	\$87,771.03	\$73,610.71	\$14,160.32
St. Charles	Northwoods Pub & Grill Inc.	160702493	5	\$13,207,084.79	\$12,077,823.71	\$1,129,261.08	\$4,430,458.00	\$3,301,196.92	\$1,129,261.08	\$345,849.09	\$289,385.87	\$56,463.22
St. Charles	Panman, LLC	160703257	5	\$20,167.79	\$17,246.68	\$2,921.11	\$8,129.00	\$5,207.89	\$2,921.11	\$876.43	\$730.36	\$146.07
St. Charles	Pub 47 St Charles Inc.	180700422	5	\$451,127.23	\$407,893.79	\$43,233.44	\$150,077.00	\$106,843.56	\$43,233.44	\$12,970.29	\$10,808.58	\$2,161.71
St. Charles	Ram Restaurant Group Inc.,	180700820	5	\$332,529.45	\$302,216.78	\$30,312.67	\$121,311.00	\$90,998.02	\$30,312.98	\$9,094.21	\$7,578.51	\$1,515.70
St. Charles	Riverside Pizza, Inc.	160702553	5	\$7,060,272.53	\$6,477,813.64	\$582,458.89	\$2,369,765.00	\$1,787,077.05	\$582,687.95	\$180,318.92	\$151,184.45	\$29,134.47
St. Charles	SAINT CHARLES SPORTS, LLC	160702605	5	\$10,322,119.04	\$9,515,795.84	\$806,323.20	\$3,015,792.00	\$2,209,467.74	\$806,324.26	\$249,221.49	\$208,905.16	\$40,316.33
St. Charles	SCMC ENTERPRISES, INC.	190702660	5	\$17,425.53	\$16,355.67	\$1,069.86	\$6,822.00	\$5,752.14	\$1,069.86	\$353.02	\$299.53	\$53.49
St. Charles	St. Charles Lodge No. 1368, Loyal Order of Moose	160802392	5	\$6,222,218.20	\$5,652,764.48	\$569,453.72	\$2,107,730.00	\$1,538,276.28	\$569,453.72	\$173,901.05	\$145,428.11	\$28,472.94
St. Charles	TAP HOUSE GRILL ST. CHARLES, LLC	170702248	5	\$4,607,364.19	\$4,264,205.01	\$343,159.18	\$1,425,294.00	\$1,082,132.66	\$343,161.34	\$107,527.13	\$90,368.87	\$17,158.26
REPORT TOTAL:				\$113,383,945.95	\$104,341,688.16	\$9,042,257.79	\$36,265,017.00	\$27,222,342.23	\$9,042,674.77	\$2,783,702.91	\$2,331,574.96	\$452,127.95

**ILLINOIS GAMING BOARD
VIDEO GAMING REPORT**

St. Charles

March 2020

4/14/2020

10:28 am

Municipality	Establishment	License Number	VGT Count	VGT Wagering Activity			VGT Income			VGT Tax Distribution				
				Amount Played	Amount Won	Net Wagering Activity	Funds In	Funds Out	Net Terminal Income	NTI Tax	State Share	Municipality Share		
St. Charles	ALIBI BAR & GRILL LTD.	150704430	5	\$6,412.90	\$5,472.36	\$940.54	\$2,694.00	\$1,752.41	\$941.59	\$310.72	\$263.64	\$47.08		
St. Charles	Alley 64, INC.	160702383	5	\$369,332.15	\$343,475.36	\$25,856.79	\$123,508.00	\$97,651.21	\$25,856.79	\$8,532.72	\$7,239.88	\$1,292.84		
St. Charles	BK & MM VENTURES LLC	160702415	5	\$174,243.56	\$159,431.79	\$14,811.77	\$59,005.00	\$44,193.23	\$14,811.77	\$4,887.90	\$4,147.31	\$740.59		
St. Charles	CRAZY FOX, LLC	170701805	5	\$73,648.98	\$65,543.13	\$8,105.85	\$23,048.00	\$14,942.15	\$8,105.85	\$2,674.90	\$2,269.62	\$405.28		
St. Charles	DAWN'S CAFE, LTD.	160702454	2	\$10,222.39	\$10,448.56	(\$226.17)	\$3,157.00	\$3,383.17	(\$226.17)	(\$74.64)	(\$63.33)	(\$11.31)		
St. Charles	HDF Entertainment, LLC	180702511	5	\$73,168.86	\$65,603.55	\$7,565.31	\$29,374.00	\$21,808.69	\$7,565.31	\$2,496.53	\$2,118.27	\$378.26		
St. Charles	HEALTH NUTS, LTD.	180702391	5	\$68,240.60	\$60,291.68	\$7,948.92	\$24,246.00	\$16,297.08	\$7,948.92	\$2,623.18	\$2,225.73	\$397.45		
St. Charles	L. A. MANSON CORPORATION	160703156	5	\$124,771.82	\$116,834.78	\$7,937.04	\$36,693.00	\$28,755.96	\$7,937.04	\$2,619.18	\$2,222.33	\$396.85		
St. Charles	MARK VII HOSPITALITY LIMITED	170702225	5	\$317,027.32	\$293,160.13	\$23,867.19	\$97,143.00	\$73,275.81	\$23,867.19	\$7,876.18	\$6,682.82	\$1,193.36		
St. Charles	NLHM Inc.	160702847	4	\$98,759.78	\$90,478.58	\$8,281.20	\$22,434.00	\$14,152.80	\$8,281.20	\$2,732.80	\$2,318.74	\$414.06		
St. Charles	Northwoods Pub & Grill Inc.	160702493	5	\$167,088.01	\$148,749.93	\$18,338.08	\$60,777.00	\$42,438.92	\$18,338.08	\$6,051.60	\$5,134.70	\$916.90		
St. Charles	Riverside Pizza, Inc.	160702553	5	\$154,121.69	\$140,373.23	\$13,748.46	\$47,547.00	\$33,798.54	\$13,748.46	\$4,536.98	\$3,849.56	\$687.42		
St. Charles	SAINT CHARLES SPORTS, LLC	160702605	5	\$215,537.23	\$192,415.02	\$23,122.21	\$60,727.00	\$37,604.99	\$23,122.01	\$7,630.32	\$6,474.21	\$1,156.11		
St. Charles	SCMC ENTERPRISES, INC.	190702660	5	\$13,460.67	\$12,523.42	\$937.25	\$4,627.00	\$3,689.75	\$937.25	\$309.27	\$262.41	\$46.86		
St. Charles	St. Charles Lodge No. 1368, Loyal Order of Moose	160802392	5	\$77,476.68	\$70,000.31	\$7,476.37	\$28,392.00	\$20,915.73	\$7,476.27	\$2,467.17	\$2,093.36	\$373.81		
St. Charles	TAP HOUSE GRILL ST. CHARLES, LLC	170702248	5	\$110,697.78	\$101,852.74	\$8,845.04	\$33,552.00	\$24,706.80	\$8,845.20	\$2,918.96	\$2,476.69	\$442.27		
REPORT TOTAL:				16 Establishments	76	\$2,054,210.42	\$1,876,654.57	\$177,555.85	\$656,924.00	\$479,367.24	\$177,556.76	\$58,593.77	\$49,715.94	\$8,877.83



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 5b

Title:

City of St. Charles Fuel Tax Receipts February 2020
–Information Only

Presenter:

Chris Minick, Director of Finance

Meeting: City Council

Date: April 6, 2020

Proposed Cost: \$

Budgeted Amount: \$

Not Budgeted:

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

Attachments *(please list):*

FY 19/20 City of St. Charles Local Fuel Tax Receipts – February

Recommendation/Suggested Action *(briefly explain):*

None – For Information Only

**City of St. Charles
Local Fuel Tax Receipts
Fiscal Year 2019-2020**

LIABILITY PERIOD	PAYMENT RECEIVED	TOTAL REVENUE RECEIVED
May-19	June-19	\$ 42,299.33
June-19	July-19	\$ 42,043.16
July-19	August-19	\$ 40,732.23
August-19	September-19	\$ 38,158.87
September-19	October-19	\$ 38,493.78
October-19	November-19	\$ 41,543.45
November-19	December-19	\$ 40,258.14
December-19	January-20	\$ 41,337.29
January-20	February-20	\$ 39,073.43
February-20	March-20	\$ 37,724.31
March-20	April-20	\$ -
April-20	May-20	\$ -
TOTALS		\$ 401,663.99

The local fuel tax rate is two cents per gallon (\$0.02/gallon) and applies to motor fuel retail purchases within the City of St. Charles.



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 5c

Title: Electric Reliability Report – Information Only

Presenter: Paul Hopkins

Meeting: City Council

Date: April 27, 2020

Proposed Cost: \$

Budgeted Amount: \$

Not Budgeted:

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

For Information Only.

Attachments *(please list):*

- March 2020 Outage Report
- March 2020 Streetlight Repair Report

Recommendation/Suggested Action *(briefly explain):*

For information only.

**City of St. Charles
March 2020 Outages**

OUTAGE No.	DATE	TIME OFF	TIME ON (Min)	AREA AFFECTED	CIRCUIT No.	CAUSE/RESPONSE	NO. OF CUST.	OUTAGE MINUTES	MAJOR CATEGORY	SUB CATEGORY
1	3/5/2020	10:24 AM	54	Allen Ln. & N. Tyler Rd.	334	Outage. Shut off power, replaced transformer, restored power.	7	378	Scheduled	SCMEU
2	3/6/2020	10:21 AM	51	N. Tyler Rd. & Post Rd.	316	Outage. Shut off power, replaced transformer, restored power.	8	408	Scheduled	SCMEU
3	3/10/2020	10:45 AM	73	1500 block of Allen Ln.	334	Outage. Shut off power, replaced transformer, restored power.	4	292	Scheduled	SCMEU
4	3/12/2020	11:00 PM	0	Downtown (north and south sides), Rt. 38, Sub 3 and Sub 6	13150	Loss of ComEd 13150 into Subs 3 and 6. No action taken - OA/RA, 12 second outage.	3034	0	ComEd	13150
5	3/22/2020	9:57 PM	49	Prairie, Horne, Mosedale, SW side of town, Davis School, 2nd St. to 16th St.	624	No power. Curcuit 624 lock out.	783	38,367	Equipment	Switch
6	3/29/2020	8:24 AM	36	SE quadrant of City.	11167	ComEd dropped 11167. Crews switched around lost ComED feed and restored power to customers.	642	23,112	ComEd	11167
Total of Interrupted Minutes								62,557		
Total SAIDI*							3.991			
Total of ComEd Interrupted Minutes								23,112		
Total SAIDI without ComEd							2.516			
*System Average Interruption Duration Index (SAIDI)										

Streetlight Repair Report

Expectation: Streetlights will be repaired within 10 days of notification.

Fiscal Year	Number of Lights Repaired	Average Days to Repair
2019	873	5.7

2020

Month Light Was Repaired	Number of Lights Repaired	Average Days to Repair
May	27	10.0
June	27	5.7
July	24	6.1
August	27	7.2
September	51	5.7
October	83	8.3
November	103	6.9
December	91	9.7
January	157	4.1
February	35	9.3
March	33	3.1
April		



City of St. Charles
ILLINOIS

Proclamation

Public Service Recognition Week

In honor of the millions of public employees at the federal, state, county, and city levels:

WHEREAS, Americans are served every single day by public servants at the federal, state, county and city levels. These unsung heroes do the work that keeps our nation working; and

WHEREAS, Public employees take not only jobs, but oaths; and

WHEREAS, Many public servants, including military personnel, police officers, firefighters, electric linemen, water and wastewater staff, public services laborers, health care professionals and others, risk their lives each day in service to the people of St. Charles, Illinois, the United States, and around the world; and

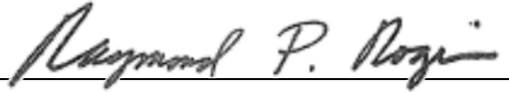
WHEREAS, Public servants include safety inspectors, arborists, computer technicians, community services officers, meter readers, crossing guards, accountants, administrative assistants, civil engineers, records specialists, community planners, storekeepers, electric lineworkers, mechanics, and countless other occupations. Day in and day out they provide the diverse services demanded by the American people of their government with efficiency and integrity; and

WHEREAS, Without these public servants at every level, continuity would be impossible in a democracy that regularly changes its leaders and elected officials;

THEREFORE, I, Raymond P. Rogina, Mayor of the City of St. Charles, do hereby announce and proclaim to all citizens, that May 3 through May 9, 2020, is Public Service Recognition Week. All citizens are encouraged to recognize the accomplishments and contributions of government employees at all levels — federal, state, county and city.

SEAL:




Raymond P. Rogina, Mayor



City of St. Charles
ILLINOIS

Proclamation

National Police Week

In 1962, President Kennedy proclaimed May 15 as National Peace Officers Memorial Day and the calendar week in which May 15 falls, as National Police Week; and

WHEREAS, the members of the law enforcement agency of the City of St. Charles play an important role in safeguarding the rights and freedoms of the citizens of our community; and

WHEREAS, it is important that all citizens know and understand the problems, duties, and responsibilities of their police department, and that members of our department recognize their duty to serve the people by safeguarding life and property, protecting them against violence or disorder, and protecting the innocent against deception and the weak against oppression or intimidation; and


WHEREAS, it is known that 146 officers across the Nation gave their lives in the performance of their duties in 2019. Currently, there are more than 21,000 names of fallen law enforcement heroes engraved on the walls of the National Law Enforcement Officers Memorial in Washington, D. C.; and

WHEREAS, the City of St. Charles desires to honor the valor, service, and dedication of its own police officers, and to join the countless communities and cities across the nation to honor police officers everywhere;

NOW, THEREFORE I, Raymond P. Rogina, Mayor of the City of St. Charles, Illinois do hereby proclaim the week of **May 10 thru 16** to be **NATIONAL POLICE WEEK** and **May 15th** to be **NATIONAL PEACE OFFICERS MEMORIAL DAY**. I call upon our citizens in this community to especially honor and show our sincere appreciation for the police officers of the city by deed, remark, and attitude. I call upon all of our citizens to make every effort to express their thanks to our men and women who make it possible for us to leave our homes and family in safety each day, and to return to our homes knowing they are protected by police officers who are willing to sacrifice their lives if necessary, to guard our loved ones, our property, and our government against all who would violate the law.

SEAL:





Raymond P. Rogina, Mayor

**MINUTES FOR THE MEETING OF THE ST. CHARLES CITY COUNCIL
MONDAY, APRIL 6, 2020 – 7:00 P.M.**

**CITY COUNCIL CHAMBER, CITY OF ST. CHARLES
2 E. MAIN STREET, ST. CHARLES, IL 60174**

1. **Call to Order** at 7:05pm by Mayor Rogina
2. **Roll Call**
Present –Silkaitis, Stellato, Payleitner, Lemke, Turner, Bancroft, Vitek, Pietryla, Bessner, Lewis
Absent – NONE
3. **Invocation** by Ald. Payleitner
4. **Pledge of Allegiance** by All
5. **Presentations**
6. **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.
- *7. Motion by Ald. Stellato and seconded by Ald. Silkaitis to accept and place on file minutes of the City Council Special Meeting held March 30, 2020.

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner, Bancroft, Vitek, Pietryla,
Bessner, Lewis
NAY: NONE
ABSENT: NONE
ABSTAIN: NONE

MOTION CARRIED

- *8. Motion by Ald. Stellato and seconded by Ald. Silkaitis to approve and authorize issuance of vouchers from the Expenditure Approval List for the period of 3/9/2020 – 3/22/2020 in the amount of \$5,172,685.69.

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner, Bancroft, Vitek, Pietryla,
Bessner, Lewis
NAY: NONE
ABSENT: NONE
ABSTAIN: NONE

MOTION CARRIED

I. New Business

Koenen – This is an extension of the action taken at the emergency council meeting last month, this would extend that order until the first meeting in May, or until the order is rescinded by the governor.

- A. Motion by Ald. Bessner and seconded by Ald. Vitek to approve an **Ordinance 2020-M-12** Confirming and Extending a Declared State of Emergency Within the City of St. Charles Due to the COVID-19 Pandemic

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner, Bancroft, Vitek, Pietryla, Bessner, Lewis
NAY: NONE
ABSENT: NONE
ABSTAIN: NONE

MOTION CARRIED

McMahon – Last Monday, this council approved a resolution to exclude our sworn fire and police officers from the Expanded Medical Leave Act, under the Families First Corona Virus Response Act, the next day, the Dept. of Labor issues a definition of emergency responders and this included emergency management personal, public works personal, and persons with skills or training needed to provide aid in a declared emergency. In light of this new information, the Mayor issued an executive order expanding the exclusion from the FMLA expansion to include public works, emergency management, as well as other positions within Community and Economical Development. This was born out of discussions with Public Works Director, as well as Community and Economic Development Director. This resolution tonight ratifies that executive order and we recommend approval.

- B. Motion by Ald. Turner and seconded by Ald. Payleitner to approve a **Resolution 2020-15** Ratifying Executive Order 2020-1 and Approving the Exclusion of Emergency Responders of the City of St. Charles from the Emergency Family and Medical Leave Expansion Act.

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner, Bancroft, Vitek, Pietryla, Bessner, Lewis
NAY: NONE
ABSENT: NONE
ABSTAIN: NONE

MOTION CARRIED

- C. Public Hearing – Annual Budget for Fiscal Year 2020/2021.

At 7:13, Mayor Rogina moved the meeting into a Public Hearing.

ROLL CALL –Present - Stellato, Silkaitis, Payleitner, Lemke, Turner, Bancroft, Vitek, Pietryla, Bessner, Lewis
Absent – NONE

Finance director Chris Minick presented the 2020-2021 budget.

Rogina – I'd like to make one comment before any questions, simply this is a fluid document and Chris said, very well and very carefully, we face an unknown as we move forward and my guess is that, along with staff providing information, you will be keenly advised about status as we move through this budget year, if you need to face any adjustments to this budget moving forward.

Bessner – Is there an estimation on the amount of revenues lost already, in the last three to four weeks, based on the twelve month cycle?

Minick – We have not estimated a number yet, but we know that there will be impact, primarily to the alcohol and hotel/motel tax, sales tax, video gaming tax, local fuel tax will also likely be lower as people aren't driving as much right now. The good news is that I don't think any of those sectors went to zero, with the exception of video gaming, bars and restaurants are closed but are open for pickup and delivery. Packaged liquor sales are continuing and might even have seen a slight increase of the stories I hear are true, even if anecdotal. There are still people staying in the hotels and motels, believe it or not. I would anticipate some revenues from that also.

Payleitner – Are you, and Mr. Mayor you can comment here also, are you looking at doing this adjustments, if needed, collectively? For example, when the dust settles, are we pulling the budget out again and reviewing? Or as a step by step as expenses are presented?

Minick – I think that it might need to be done in phases, assuming you mean adjustments and evaluations because of COVID, it might have to be in phases and maybe a few things that we do in the short term quickly, and things to look at longer term. This would be projects that are in place and activities that are planned. Depending on the length of the shelter order, we may need to review things again. It will likely be a phase in and react as we go. There will be things to look at longer term, I'm guessing, because when this is over, it won't be a switch that is flipped and things are back to 100% again right away.

Rogina – As a positive point to that, Chris was here in the 2008/2009 budget year, he knows about managing a budget under tough circumstances.

Payleitner – On Friday, Mark Koenen said that staff understands the situation and that the budget is reflective of pre-COVID situations and economic conditions. I trust that communications have been made to the other entities that receive funds that maybe there could be funds cut or not available at all, again this is all a big unknown but I hope that the city has communicated this.

Minick – Based on the direction we have received at the retreat, we have not had that conversation at this point. There was support, at that time, to continue with the levels of funding that were shown in the presentation earlier. If this is something that the council as a whole directs, or as a policy decision the council makes, that would be something that we could pass along.

Payleitner – I suppose more as a courtesy, or a notice, whatever was communicated to staff as well. Everyone knows what's going on, more of a courtesy from our end. If now is not the time to bring this up, Chris but I wonder if we will follow the example of other utilities and municipalities, what kind of a hit would it take if we were to offer a small amount, or a gesture to a relief to our utility customers? Maybe, if only in the area of charging a late fee, for example and maybe a deferment of this bills so they can catch up. I'm only saying for a certain amount of time.

Minick – We are not charging late fees right now, we made that decision at the staff level, we are also not performing service terminations at this point either.

Pietryla – That was a very comprehensive presentation, thank you for your efforts. Does this budget become public at some point?

Minick – Yes, we will typically post the day or maybe even a week after I present, sometime this week it will be up and posted.

Lemke – I would like to suggest the idea of having and identifying some issues that we might consider as budget reductions, if that is needed. I'm not sure we want that tonight, but it will be for a future week or month to consider.

Rogina – Noted and staff is making that notation.

No questions or comments by the public.

Motion to close the Public Hearing by Ald. Bessner and seconded by Ald. Lemke at 7:45 pm

- D.** Motion by Ald. Silkaitis and seconded by Ald. Payleitner to approve an **Ordinance 2020-M-13** Adopting the Budget for the City of St Charles for the Fiscal Year Beginning May 1, 2020.

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner, Bancroft, Vitek, Pietryla, Bessner, Lewis

NAY: NONE

ABSENT: NONE

ABSTAIN: NONE

MOTION CARRIED

- E.** Motion by Ald. Turner and seconded by Ald. Payleitner to approve a **Resolution 2020-16** Authorizing Publication and Sale of the 2020 City of St. Charles Official Zoning Map.

VOICE VOTE: AYE – Unanimous, NAY – None, Absent – None, Abstain – None

MOTION CARRIES

- F.** Presentation by Director Tungare of Alternate Proposals for Redevelopment Property known as First Street Redevelopment Lot 7 (Building 7B) – No Action Required

- G.** Motion by Ald. Pietryla and seconded by Ald. Bessner to Award the Bid for City Hall Façade Improvements to Berglund Construction Company.

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner, Bancroft, Vitek, Pietryla, Bessner, Lewis

NAY: NONE

ABSENT: NONE

ABSTAIN: NONE

MOTION CARRIED

II. Committee Reports

- A. Government Operations**
None

- B. Government Services**

- *1. Motion by Ald. Stellato and seconded by Ald. Silkaitis to approve and place on file the minutes of the February 24, 2020 Government Services Committee meeting.

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner, Bancroft, Vitek, Pietryla,
Bessner, Lewis

NAY: NONE

ABSENT: NONE

ABSTAIN: NONE

MOTION CARRIED

C. Planning and Development

1. Motion by Ald. Payleitner and seconded by Ald. Silkaitis to grant a 90-day extension for final City Council action on the General Amendment and Special Use applications filed by Healthway Services of West Illinois, LLC (Zen Leaf).

Rogina – I'd like to make some comments on this, anyone else is welcomed to do so after. In your packet, you have a letter from Shane Banks and more specifically Tyler Manic, presenting Healthway Services of West Illinois, Zen Leaf, and in this letter the request comes to extend 90 days. This is not unlike the conversations that took place at P&D at the prior P&D meeting. In this letter, there is the request to grant the extension, and if that is granted, a second motion to go back to committee and try to iron out some of the issues that seem to not be ironed out. I believe strongly, that this recommendation has merit and this motion has been made and seconded. I'd be happy, and staff also, Rita Tungare is here to answer questions.

Vitek – To clarify, if we vote on the extension, then we are not voting on item 3, correct?

Rogina – Item 3 and 5, per staff advice, if you vote on 1 and it is granted, then you would send 3 and 5 back to P&D committee in May. May 11th specifically. At that time, this body with staff input and anyone who wishes from either side, to converse. I think it would be an open conversations.

Vitek – It would go to P&D on the 11th, that means not back to city council until June because of Memorial Day? Or am I missing a week?

Rogina – Depends on the next city council meeting scheduled. I am hoping that we have two council meetings in May, it would be a week a later I assume. If there is an action taken in committee, that is.

Lewis – I do have a question, I understand the May 11th date, if we still have to meet like this, in different rooms and on the phone, I would like to see it moved out, within the 90 days, to meet when we can all be in the same room.

Rogina – I'm going to let the chairwoman of the committee dictate that, as we get close to that date, weather or not we are together or we are together and provide input with staff and the mayor, as to if we should deal with it on the 11th. You can take any action you want, first of all-what is in play right now is simply C-1. Your question would be more relevant should this pass. Chairwoman Payleitner is going to make that motion, if this passes. If it doesn't pass, then we have an issue and deal accordingly. I'll come back to you on that Ald. Lewis, if this passes. If there are no more questions, Clerk Amenta please call roll.

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner, Bancroft, Vitek, Pietryla,
Bessner, Lewis

NAY: NONE

ABSENT: NONE

ABSTAIN: NONE

MOTION CARRIED

Payleitner – With that, your Honor, I'd like to make a motion to refer item 2 back to the Planning and Development Committee for review on May 11, events considering.

Silkaitis – Second

Rogina – Now, if anyone else wants to address anything here, I think Chairwoman Payleitner laid it out pretty well for us all, if anyone else wants to support that point about going further out than May 11th.

Lewis – I think we have time within the 90 day window, we've given ourselves 90 days to come to a final decision, is that correct?

Rogina – It is correct, I'll ask legal council, unless I'm misinterpreting that, I think Nick Peppers can opine on that 90-day period to make that decision.

Peppers - It does not have to be May 11, it can be within the 90 days to give yourself the ability to make final action.

Rogina – would it be correct that on May 11th, there does not have to be a decision?

Peppers – No, there does not.

Rogina – Thank you.

Payleitner – Do we need to take action then? If we have a motion on the floor for May 11th, do we have to take action on May 11th?

Peppers – No you do not.

Rogina – So then the motion on the floor, it is one motion, to refer the general amendment and the special use application to May 11th.

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner, Bancroft, Vitek, Pietryla,
Bessner, Lewis

NAY: NONE

ABSENT: NONE

ABSTAIN: NONE

MOTION CARRIED

Turner – What about item 2?

Rogina – That is nothing more than placing on file, the plan commission report and that has all been weaved, items 2 and 4, have been weaved into that motion, it's just sitting there and at some point, you will accept that, that is all that is. You can accept it any time you want, just sitting there and no action required at the moment, it is just sitting there.

Peppers – Correct Mr. Mayor. In that executive summery, there was a notation that if accepted or approved the motion C1 and C2, that decussated no action....

Payleitner – Items 2, 3, 4, and 5.

Peppers – Thank you, that's correct.

Rogina – Bill, it is there, the results of the Plan Commission, at some point we would accept that at some point down the line.

Turner – Why can't we do that now? It's just a file.

Peppers – I think the thought process on that is, once it comes back to the city council for a final action, you would then be accepting the plan commission recommendation and how that might impact or not impact your decision on the final ordinance.

Turner – Okay, I think it is a separate issue.

Payleitner – As I reviewed the letter from Zen Leaf's attorney, it was their recommendation for the May 11, it didn't necessarily come from staff, it was their recommendation, that is where that date came from. We are extending them the courtesy of the extension at their request.

Rogina – They will begin the conversation on that date.

2. Motion to accept and place on file Plan Commission Resolution No. **25-2019** A Resolution Recommending Approval of a General Amendment to Ch. 17.16 “Office/Research, Manufacturing and Public Land Districts” to add Recreational Cannabis Dispensing Organization as a Special Use in the M-2 District.
3. Motion to approve An **Ordinance** Denying an Amendment to Title 17 of the St. Charles Municipal Code Entitled “Zoning”, Ch. 17.16 “Office/Research, Manufacturing and Public Lands Districts”, Table 17.16-1 “Permitted and Special Uses” to add Recreational Cannabis Dispensing Organization as a Special Use in the M-2 Limited Manufacturing District.
4. Motion to accept and place on file Plan Commission Resolution No. **26-2019** A Resolution Recommending Approval of an Application for Special Use for Recreational Cannabis Dispensing Organization for Zen Leaf St. Charles, 3714 Illinois Ave. (Healthway Services of West Illinois, LLC).
5. Motion to approve An **Ordinance** Denying a Special Use for a Recreational Cannabis Dispensing Organization in the M-2 Limited Manufacturing District (3714 Illinois Ave. – Zen Leaf St. Charles).
- *6. Motion by Ald. Stellato and seconded by Ald. Silkaitis to Approve an **Ordinance 2020-Z-5** Granting Approval of a Minor Change to PUD Preliminary Plan for Meijer Outlot PUD (Wahlburger’s Signs).

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner, Bancroft, Vitek, Pietryla,
Bessner, Lewis
NAY: NONE
ABSENT: NONE
ABSTAIN: NONE

MOTION CARRIED

- *7. Motion by Ald. Stellato and seconded by Ald. Silkaitis to Approve an **Ordinance 2020-M-14** Vacating Portions of Walnut Avenue and South 6th Avenue Rights-of-Way Directly Adjacent to the St. Charles Public Library and St. Mark’s Lutheran Church.

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner, Bancroft, Vitek, Pietryla,
Bessner, Lewis
NAY: NONE
ABSENT: NONE
ABSTAIN: NONE

MOTION CARRIED

- *8. Motion by Ald. Stellato and seconded by Ald. Silkaitis to Approve an **Ordinance 2020-Z-6** Granting Approval of a Final Plat of Subdivision for St. Charles Library District.

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner, Bancroft, Vitek, Pietryla,
Bessner, Lewis

NAY: NONE

ABSENT: NONE

ABSTAIN: NONE

MOTION CARRIED

- *9. Motion by Ald. Stellato and seconded by Ald. Silkaitis to accept and place on file Plan Commission Resolution No. **6-2020** A Resolution Recommending Approval of a PUD Preliminary Plan for Advanced Care Medical, Pine Ridge Park PUD (Barge Design Solutions).

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner, Bancroft, Vitek, Pietryla,
Bessner, Lewis

NAY: NONE

ABSENT: NONE

ABSTAIN: NONE

MOTION CARRIED

- *10. Motion by Ald. Stellato and seconded by Ald. Silkaitis to Approve an **Ordinance 2020-Z-7** Granting Approval of a PUD Preliminary Plan for Advanced Care Medical, Pine Ridge Park PUD (Lot 2 of the Resubdivision of Lots 8 & 9).

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner, Bancroft, Vitek, Pietryla,
Bessner, Lewis

NAY: NONE

ABSENT: NONE

ABSTAIN: NONE

MOTION CARRIED

- *11. Motion by Ald. Stellato and seconded by Ald. Silkaitis to accept and place on file minutes of the March 9, 2020 City Council Workshop.

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner, Bancroft, Vitek, Pietryla,
Bessner, Lewis

NAY: NONE

ABSENT: NONE

ABSTAIN: NONE

MOTION CARRIED

- *12. Motion by Ald. Stellato and seconded by Ald. Silkaitis to accept and place on file minutes of the March 9, 2020 Planning & Development Committee meeting.

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner, Bancroft, Vitek, Pietryla,
Bessner, Lewis

NAY: NONE

ABSENT: NONE

ABSTAIN: NONE

MOTION CARRIED

9. Additional Items from Mayor, Council, Staff, or Citizens

Aamir Bandukda – Non-Resident calling about the item that was postponed to May 11. I'm the contract buyer for unit 3712, the adjoining unit to Zen Leaf, we put the contract on hold temporary. I personally don't know what 90 days would do because the other owners in the building, myself not an owner now but intending to be, we don't want to see this in that building for all the reasons that you have talked about over the past 6 months or so. I was hoping that this would just be put to rest tonight and continuing it for another 90 days means that we now have to wait and see how that goes. If it does eventually pass, the planning committee once again deliberates it and passes it and the use is allowed for that location, I'm not speaking on behalf of the association to clarify that, but the association would eventually have to see if this would hamper the operations of the building, the insurance policy, or creates other issues, the association would have to stop the use. We'll have the problem, nonetheless.

Rogina – Let me respond by saying the following, the reason I didn't take any comment is, I knew there would be plenty of time at that meeting for anyone from either side to further convers about this subject. I have to tell you, you can't knock St. Charles for not thoroughly vetting an issue, so all I am saying is, on May 11th you and anyone else in that condo association, or anyone else in this town, can have free access to all the comments you want to give before this body, whether they dispose of this issue, or not, on May 11th. It is up top them, all I can say is, yes you are correct that the issue has not been disposed of yet, it has not. As mayor, I'll be honest with you, I won't complain about this, or any issue, being thoroughly vetted. Sometimes in public service and government, people accuse government of not vetting things well enough, you can't say that about this council and I will stand by that and suggest that we see you on May 11th.

Bandukda – Thank you

Lemke – Although 90 days have been requested, the contract purchaser would not likely have to wait 90 days, we are only talking about a month delay at this point. Just wanted to make that point clear.

Rogina – We passed a budget tonight and I don't think that we will be seeing each other again until May 4th, as staff has mentioned, the committee meetings have been scratched this month and I don't think there is a necessity for a city council meeting on the 3rd Monday. I'll say also, stay safe. If you will allow me 30 seconds, I'd like to share a couple of quotes that were forwarded to me from staff members – “We are all soldiers and now, we need to march. When you go to war, you are always armed and you know your enemy, you also know where they are shooting from, but this virus is like going to war in the dark and not knowing where the shots are coming from. The eleven of us, plus the staff as public servants need to fight the fight and I'm convinced we will do that.” The second is from Einstein, and is shorter “genius comes from chaos”, in the months ahead, lets find some genius among all this chaos.

A. Executive Session

- Personnel – 5 ILCS 120/2(c)(1)
- Pending Litigation – 5 ILCS 120/2(c)(11)
- 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)

- 10. Adjournment** motion by Ald. Bessner and seconded by Ald. Turner at 8:10pm
VOICE VOTE: AYE – Unanimous, NAY – None, Absent – None, Abstain – None
MOTION CARRIES

Charles Amenta, City Clerk

CERTIFIED TO BE A TRUE COPY OF ORIGINAL

Charles Amenta, City Clerk

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).

**MINUTES FOR THE MEETING OF THE ST. CHARLES CITY COUNCIL
MONDAY, APRIL 6, 2020 – 7:00 P.M.**

**CITY COUNCIL CHAMBER, CITY OF ST. CHARLES
2 E. MAIN STREET, ST. CHARLES, IL 60174**

1. **Call to Order** at 7:05pm by Mayor Rogina
2. **Roll Call**
Present –Silkaitis, Stellato, Payleitner, Lemke, Turner, Bancroft, Vitek, Pietryla, Bessner, Lewis
Absent – NONE
3. **Invocation** by Ald. Payleitner
4. **Pledge of Allegiance** by All
5. **Presentations**
6. **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.
- *7. Motion by Ald. Stellato and seconded by Ald. Silkaitis to accept and place on file minutes of the City Council Special Meeting held March 30, 2020.

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner, Bancroft, Vitek, Pietryla,
Bessner, Lewis
NAY: NONE
ABSENT: NONE
ABSTAIN: NONE

MOTION CARRIED

- *8. Motion by Ald. Stellato and seconded by Ald. Silkaitis to approve and authorize issuance of vouchers from the Expenditure Approval List for the period of 3/9/2020 – 3/22/2020 in the amount of \$5,172,685.69.

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner, Bancroft, Vitek, Pietryla,
Bessner, Lewis
NAY: NONE
ABSENT: NONE
ABSTAIN: NONE

MOTION CARRIED

I. New Business

Koenen – This is an extension of the action taken at the emergency council meeting last month, this would extend that order until the first meeting in May, or until the order is rescinded by the governor.

- A. Motion by Ald. Bessner and seconded by Ald. Vitek to approve an **Ordinance 2020-M-12** Confirming and Extending a Declared State of Emergency Within the City of St. Charles Due to the COVID-19 Pandemic

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner, Bancroft, Vitek, Pietryla, Bessner, Lewis
NAY: NONE
ABSENT: NONE
ABSTAIN: NONE

MOTION CARRIED

McMahon – Last Monday, this council approved a resolution to exclude our sworn fire and police officers from the Expanded Medical Leave Act, under the Families First Corona Virus Response Act, the next day, the Dept. of Labor issues a definition of emergency responders and this included emergency management personal, public works personal, and persons with skills or training needed to provide aid in a declared emergency. In light of this new information, the Mayor issued an executive order expanding the exclusion from the FMLA expansion to include public works, emergency management, as well as other positions within Community and Economical Development. This was born out of discussions with Public Works Director, as well as Community and Economic Development Director. This resolution tonight ratifies that executive order and we recommend approval.

- B. Motion by Ald. Turner and seconded by Ald. Payleitner to approve a **Resolution 2020-15** Ratifying Executive Order 2020-1 and Approving the Exclusion of Emergency Responders of the City of St. Charles from the Emergency Family and Medical Leave Expansion Act.

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner, Bancroft, Vitek, Pietryla, Bessner, Lewis
NAY: NONE
ABSENT: NONE
ABSTAIN: NONE

MOTION CARRIED

- C. Public Hearing – Annual Budget for Fiscal Year 2020/2021.

At 7:13, Mayor Rogina moved the meeting into a Public Hearing.

ROLL CALL –Present - Stellato, Silkaitis, Payleitner, Lemke, Turner, Bancroft, Vitek, Pietryla, Bessner, Lewis
Absent – NONE

Finance director Chris Minick presented the 2020-2021 budget.

Rogina – I'd like to make one comment before any questions, simply this is a fluid document and Chris said, very well and very carefully, we face an unknown as we move forward and my guess is that, along with staff providing information, you will be keenly advised about status as we move through this budget year, if you need to face any adjustments to this budget moving forward.

Bessner – Is there an estimation on the amount of revenues lost already, in the last three to four weeks, based on the twelve month cycle?

Minick – We have not estimated a number yet, but we know that there will be impact, primarily to the alcohol and hotel/motel tax, sales tax, video gaming tax, local fuel tax will also likely be lower as people aren't driving as much right now. The good news is that I don't think any of those sectors went to zero, with the exception of video gaming, bars and restaurants are closed but are open for pickup and delivery. Packaged liquor sales are continuing and might even have seen a slight increase of the stories I hear are true, even if anecdotal. There are still people staying in the hotels and motels, believe it or not. I would anticipate some revenues from that also.

Payleitner – Are you, and Mr. Mayor you can comment here also, are you looking at doing this adjustments, if needed, collectively? For example, when the dust settles, are we pulling the budget out again and reviewing? Or as a step by step as expenses are presented?

Minick – I think that it might need to be done in phases, assuming you mean adjustments and evaluations because of COVID, it might have to be in phases and maybe a few things that we do in the short term quickly, and things to look at longer term. This would be projects that are in place and activities that are planned. Depending on the length of the shelter order, we may need to review things again. It will likely be a phase in and react as we go. There will be things to look at longer term, I'm guessing, because when this is over, it won't be a switch that is flipped and things are back to 100% again right away.

Rogina – As a positive point to that, Chris was here in the 2008/2009 budget year, he knows about managing a budget under tough circumstances.

Payleitner – On Friday, Mark Koenen said that staff understands the situation and that the budget is reflective of pre-COVID situations and economic conditions. I trust that communications have been made to the other entities that receive funds that maybe there could be funds cut or not available at all, again this is all a big unknown but I hope that the city has communicated this.

Minick – Based on the direction we have received at the retreat, we have not had that conversation at this point. There was support, at that time, to continue with the levels of funding that were shown in the presentation earlier. If this is something that the council as a whole directs, or as a policy decision the council makes, that would be something that we could pass along.

Payleitner – I suppose more as a courtesy, or a notice, whatever was communicated to staff as well. Everyone knows what's going on, more of a courtesy from our end. If now is not the time to bring this up, Chris but I wonder if we will follow the example of other utilities and municipalities, what kind of a hit would it take if we were to offer a small amount, or a gesture to a relief to our utility customers? Maybe, if only in the area of charging a late fee, for example and maybe a deferment of this bills so they can catch up. I'm only saying for a certain amount of time.

Minick – We are not charging late fees right now, we made that decision at the staff level, we are also not performing service terminations at this point either.

Pietryla – That was a very comprehensive presentation, thank you for your efforts. Does this budget become public at some point?

Minick – Yes, we will typically post the day or maybe even a week after I present, sometime this week it will be up and posted.

Lemke – I would like to suggest the idea of having and identifying some issues that we might consider as budget reductions, if that is needed. I'm not sure we want that tonight, but it will be for a future week or month to consider.

Rogina – Noted and staff is making that notation.

No questions or comments by the public.

Motion to close the Public Hearing by Ald. Bessner and seconded by Ald. Lemke at 7:45 pm

- D.** Motion by Ald. Silkaitis and seconded by Ald. Payleitner to approve an **Ordinance 2020-M-13** Adopting the Budget for the City of St Charles for the Fiscal Year Beginning May 1, 2020.

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner, Bancroft, Vitek, Pietryla, Bessner, Lewis

NAY: NONE

ABSENT: NONE

ABSTAIN: NONE

MOTION CARRIED

- E.** Motion by Ald. Turner and seconded by Ald. Payleitner to approve a **Resolution 2020-16** Authorizing Publication and Sale of the 2020 City of St. Charles Official Zoning Map.

VOICE VOTE: AYE – Unanimous, NAY – None, Absent – None, Abstain – None

MOTION CARRIES

- F.** Presentation by Director Tungare of Alternate Proposals for Redevelopment Property known as First Street Redevelopment Lot 7 (Building 7B) – No Action Required

- G.** Motion by Ald. Pietryla and seconded by Ald. Bessner to Award the Bid for City Hall Façade Improvements to Berglund Construction Company.

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner, Bancroft, Vitek, Pietryla, Bessner, Lewis

NAY: NONE

ABSENT: NONE

ABSTAIN: NONE

MOTION CARRIED

II. Committee Reports

- A. Government Operations**
None

- B. Government Services**

- *1. Motion by Ald. Stellato and seconded by Ald. Silkaitis to approve and place on file the minutes of the February 24, 2020 Government Services Committee meeting.

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner, Bancroft, Vitek, Pietryla,
Bessner, Lewis

NAY: NONE

ABSENT: NONE

ABSTAIN: NONE

MOTION CARRIED

C. Planning and Development

1. Motion by Ald. Payleitner and seconded by Ald. Silkaitis to grant a 90-day extension for final City Council action on the General Amendment and Special Use applications filed by Healthway Services of West Illinois, LLC (Zen Leaf).

Rogina – I'd like to make some comments on this, anyone else is welcomed to do so after. In your packet, you have a letter from Shane Banks and more specifically Tyler Manic, presenting Healthway Services of West Illinois, Zen Leaf, and in this letter the request comes to extend 90 days. This is not unlike the conversations that took place at P&D at the prior P&D meeting. In this letter, there is the request to grant the extension, and if that is granted, a second motion to go back to committee and try to iron out some of the issues that seem to not be ironed out. I believe strongly, that this recommendation has merit and this motion has been made and seconded. I'd be happy, and staff also, Rita Tungare is here to answer questions.

Vitek – To clarify, if we vote on the extension, then we are not voting on item 3, correct?

Rogina – Item 3 and 5, per staff advice, if you vote on 1 and it is granted, then you would send 3 and 5 back to P&D committee in May. May 11th specifically. At that time, this body with staff input and anyone who wishes from either side, to converse. I think it would be an open conversations.

Vitek – It would go to P&D on the 11th, that means not back to city council until June because of Memorial Day? Or am I missing a week?

Rogina – Depends on the next city council meeting scheduled. I am hoping that we have two council meetings in May, it would be a week a later I assume. If there is an action taken in committee, that is.

Lewis – I do have a question, I understand the May 11th date, if we still have to meet like this, in different rooms and on the phone, I would like to see it moved out, within the 90 days, to meet when we can all be in the same room.

Rogina – I'm going to let the chairwoman of the committee dictate that, as we get close to that date, weather or not we are together or we are together and provide input with staff and the mayor, as to if we should deal with it on the 11th. You can take any action you want, first of all-what is in play right now is simply C-1. Your question would be more relevant should this pass. Chairwoman Payleitner is going to make that motion, if this passes. If it doesn't pass, then we have an issue and deal accordingly. I'll come back to you on that Ald. Lewis, if this passes. If there are no more questions, Clerk Amenta please call roll.

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner, Bancroft, Vitek, Pietryla,
Bessner, Lewis

NAY: NONE

ABSENT: NONE

ABSTAIN: NONE

MOTION CARRIED

Payleitner – With that, your Honor, I'd like to make a motion to refer item 2 back to the Planning and Development Committee for review on May 11, events considering.

Silkaitis – Second

Rogina – Now, if anyone else wants to address anything here, I think Chairwoman Payleitner laid it out pretty well for us all, if anyone else wants to support that point about going further out than May 11th.

Lewis – I think we have time within the 90 day window, we've given ourselves 90 days to come to a final decision, is that correct?

Rogina – It is correct, I'll ask legal council, unless I'm misinterpreting that, I think Nick Peppers can opine on that 90-day period to make that decision.

Peppers - It does not have to be May 11, it can be within the 90 days to give yourself the ability to make final action.

Rogina – would it be correct that on May 11th, there does not have to be a decision?

Peppers – No, there does not.

Rogina – Thank you.

Payleitner – Do we need to take action then? If we have a motion on the floor for May 11th, do we have to take action on May 11th?

Peppers – No you do not.

Rogina – So then the motion on the floor, it is one motion, to refer the general amendment and the special use application to May 11th.

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner, Bancroft, Vitek, Pietryla,
Bessner, Lewis

NAY: NONE

ABSENT: NONE

ABSTAIN: NONE

MOTION CARRIED

Turner – What about item 2?

Rogina – That is nothing more than placing on file, the plan commission report and that has all been weaved, items 2 and 4, have been weaved into that motion, it's just sitting there and at some point, you will accept that, that is all that is. You can accept it any time you want, just sitting there and no action required at the moment, it is just sitting there.

Peppers – Correct Mr. Mayor. In that executive summery, there was a notation that if accepted or approved the motion C1 and C2, that decussated no action....

Payleitner – Items 2, 3, 4, and 5.

Peppers – Thank you, that's correct.

Rogina – Bill, it is there, the results of the Plan Commission, at some point we would accept that at some point down the line.

Turner – Why can't we do that now? It's just a file.

Peppers – I think the thought process on that is, once it comes back to the city council for a final action, you would then be accepting the plan commission recommendation and how that might impact or not impact your decision on the final ordinance.

Turner – Okay, I think it is a separate issue.

Payleitner – As I reviewed the letter from Zen Leaf's attorney, it was their recommendation for the May 11, it didn't necessarily come from staff, it was their recommendation, that is where that date came from. We are extending them the courtesy of the extension at their request.

Rogina – They will begin the conversation on that date.

2. Motion to accept and place on file Plan Commission Resolution No. **25-2019** A Resolution Recommending Approval of a General Amendment to Ch. 17.16 “Office/Research, Manufacturing and Public Land Districts” to add Recreational Cannabis Dispensing Organization as a Special Use in the M-2 District.
3. Motion to approve An **Ordinance** Denying an Amendment to Title 17 of the St. Charles Municipal Code Entitled “Zoning”, Ch. 17.16 “Office/Research, Manufacturing and Public Lands Districts”, Table 17.16-1 “Permitted and Special Uses” to add Recreational Cannabis Dispensing Organization as a Special Use in the M-2 Limited Manufacturing District.
4. Motion to accept and place on file Plan Commission Resolution No. **26-2019** A Resolution Recommending Approval of an Application for Special Use for Recreational Cannabis Dispensing Organization for Zen Leaf St. Charles, 3714 Illinois Ave. (Healthway Services of West Illinois, LLC).
5. Motion to approve An **Ordinance** Denying a Special Use for a Recreational Cannabis Dispensing Organization in the M-2 Limited Manufacturing District (3714 Illinois Ave. – Zen Leaf St. Charles).
- *6. Motion by Ald. Stellato and seconded by Ald. Silkaitis to Approve an **Ordinance 2020-Z-5** Granting Approval of a Minor Change to PUD Preliminary Plan for Meijer Outlot PUD (Wahlburger’s Signs).

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner, Bancroft, Vitek, Pietryla,
Bessner, Lewis
NAY: NONE
ABSENT: NONE
ABSTAIN: NONE

MOTION CARRIED

- *7. Motion by Ald. Stellato and seconded by Ald. Silkaitis to Approve an **Ordinance 2020-M-14** Vacating Portions of Walnut Avenue and South 6th Avenue Rights-of-Way Directly Adjacent to the St. Charles Public Library and St. Mark’s Lutheran Church.

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner, Bancroft, Vitek, Pietryla,
Bessner, Lewis
NAY: NONE
ABSENT: NONE
ABSTAIN: NONE

MOTION CARRIED

- *8. Motion by Ald. Stellato and seconded by Ald. Silkaitis to Approve an **Ordinance 2020-Z-6** Granting Approval of a Final Plat of Subdivision for St. Charles Library District.

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner, Bancroft, Vitek, Pietryla,
Bessner, Lewis

NAY: NONE

ABSENT: NONE

ABSTAIN: NONE

MOTION CARRIED

- *9. Motion by Ald. Stellato and seconded by Ald. Silkaitis to accept and place on file Plan Commission Resolution No. **6-2020** A Resolution Recommending Approval of a PUD Preliminary Plan for Advanced Care Medical, Pine Ridge Park PUD (Barge Design Solutions).

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner, Bancroft, Vitek, Pietryla,
Bessner, Lewis

NAY: NONE

ABSENT: NONE

ABSTAIN: NONE

MOTION CARRIED

- *10. Motion by Ald. Stellato and seconded by Ald. Silkaitis to Approve an **Ordinance 2020-Z-7** Granting Approval of a PUD Preliminary Plan for Advanced Care Medical, Pine Ridge Park PUD (Lot 2 of the Resubdivision of Lots 8 & 9).

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner, Bancroft, Vitek, Pietryla,
Bessner, Lewis

NAY: NONE

ABSENT: NONE

ABSTAIN: NONE

MOTION CARRIED

- *11. Motion by Ald. Stellato and seconded by Ald. Silkaitis to accept and place on file minutes of the March 9, 2020 City Council Workshop.

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner, Bancroft, Vitek, Pietryla,
Bessner, Lewis

NAY: NONE

ABSENT: NONE

ABSTAIN: NONE

MOTION CARRIED

- *12. Motion by Ald. Stellato and seconded by Ald. Silkaitis to accept and place on file minutes of the March 9, 2020 Planning & Development Committee meeting.

ROLL CALL VOTE: AYE: Stellato, Silkaitis, Payleitner, Lemke, Turner, Bancroft, Vitek, Pietryla,
Bessner, Lewis

NAY: NONE

ABSENT: NONE

ABSTAIN: NONE

MOTION CARRIED

9. Additional Items from Mayor, Council, Staff, or Citizens

Aamir Bandukda – Non-Resident calling about the item that was postponed to May 11. I'm the contract buyer for unit 3712, the adjoining unit to Zen Leaf, we put the contract on hold temporary. I personally don't know what 90 days would do because the other owners in the building, myself not an owner now but intending to be, we don't want to see this in that building for all the reasons that you have talked about over the past 6 months or so. I was hoping that this would just be put to rest tonight and continuing it for another 90 days means that we now have to wait and see how that goes. If it does eventually pass, the planning committee once again deliberates it and passes it and the use is allowed for that location, I'm not speaking on behalf of the association to clarify that, but the association would eventually have to see if this would hamper the operations of the building, the insurance policy, or creates other issues, the association would have to stop the use. We'll have the problem, nonetheless.

Rogina – Let me respond by saying the following, the reason I didn't take any comment is, I knew there would be plenty of time at that meeting for anyone from either side to further convers about this subject. I have to tell you, you can't knock St. Charles for not thoroughly vetting an issue, so all I am saying is, on May 11th you and anyone else in that condo association, or anyone else in this town, can have free access to all the comments you want to give before this body, whether they dispose of this issue, or not, on May 11th. It is up top them, all I can say is, yes you are correct that the issue has not been disposed of yet, it has not. As mayor, I'll be honest with you, I won't complain about this, or any issue, being thoroughly vetted. Sometimes in public service and government, people accuse government of not vetting things well enough, you can't say that about this council and I will stand by that and suggest that we see you on May 11th.

Bandukda – Thank you

Lemke – Although 90 days have been requested, the contract purchaser would not likely have to wait 90 days, we are only talking about a month delay at this point. Just wanted to make that point clear.

Rogina – We passed a budget tonight and I don't think that we will be seeing each other again until May 4th, as staff has mentioned, the committee meetings have been scratched this month and I don't think there is a necessity for a city council meeting on the 3rd Monday. I'll say also, stay safe. If you will allow me 30 seconds, I'd like to share a couple of quotes that were forwarded to me from staff members – “We are all soldiers and now, we need to march. When you go to war, you are always armed and you know your enemy, you also know where they are shooting from, but this virus is like going to war in the dark and not knowing where the shots are coming from. The eleven of us, plus the staff as public servants need to fight the fight and I'm convinced we will do that.” The second is from Einstein, and is shorter “genius comes from chaos”, in the months ahead, lets find some genius among all this chaos.

A. Executive Session

- Personnel – 5 ILCS 120/2(c)(1)
- Pending Litigation – 5 ILCS 120/2(c)(11)
- 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)

- 10. Adjournment** motion by Ald. Bessner and seconded by Ald. Turner at 8:10pm
VOICE VOTE: AYE – Unanimous, NAY – None, Absent – None, Abstain – None
MOTION CARRIES

Charles Amenta, City Clerk

CERTIFIED TO BE A TRUE COPY OF ORIGINAL

Charles Amenta, City Clerk

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).

4/10/2020

**CITY OF ST CHARLES
COMPANY 1000
EXPENDITURE APPROVAL LIST**

3/23/2020 - 4/5/2020

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
138	AFFORDABLE OFFICE INTERIORS					
		107265	673.88	03/26/2020	13813	STORLIE BOLERO CHAIR
	AFFORDABLE OFFICE INTERIORS Total		673.88			
139	AFLAC					
			19.80	03/27/2020	ACAN200327113836FI	AFLAC Cancer Insurance
			14.34	03/27/2020	ACAN200327113836PI	AFLAC Cancer Insurance
			97.37	03/27/2020	ACAN200327113836PV	AFLAC Cancer Insurance
			25.20	03/27/2020	ADIS200327113836FD	AFLAC Disability and STD
			22.85	03/27/2020	ADIS200327113836FN	AFLAC Disability and STD
			92.20	03/27/2020	ADIS200327113836PD	AFLAC Disability and STD
			25.80	03/27/2020	APAC200327113836PV	AFLAC Personal Accident
			17.04	03/27/2020	ASPE200327113836PV	AFLAC Specified Event (PRP)
			77.96	03/27/2020	AVOL200327113836PI	AFLAC Voluntary Indemnity
			63.94	03/27/2020	AVOL200327113836PV	AFLAC Voluntary Indemnity
			75.82	03/27/2020	ADIS200327113836PV	AFLAC Disability and STD
			8.10	03/27/2020	AHIC200327113836FD	AFLAC Hospital Intensive Care
			8.10	03/27/2020	AHIC200327113836PD	AFLAC Hospital Intensive Care
			33.84	03/27/2020	AHIC200327113836PV	AFLAC Hospital Intensive Care
			57.23	03/27/2020	APAC200327113836FI	AFLAC Personal Accident
			55.50	03/27/2020	APAC200327113836PI	AFLAC Personal Accident
	AFLAC Total		695.09			
145	AIR ONE EQUIPMENT INC					
		104098	160.00	03/26/2020	154102	REPAIR KIT
	AIR ONE EQUIPMENT INC Total		160.00			
221	ANDERSON PEST CONTROL					
			630.03	04/01/2020	5560049	MONTHLY BILLING APRIL
	ANDERSON PEST CONTROL Total		630.03			
254	ARISTA INFORMATION SYSTEMS INC					
		104449	4,954.06	03/26/2020	1330202003	POSTAGE UB MONTHLY
		104449	1,861.41	03/26/2020	29358	UB MONTHLY PRINTING SERVI

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
	ARISTA INFORMATION SYSTEMS INC Total		<u>6,815.47</u>			
282	ASSOCIATED TECHNICAL SERV LTD					
		104818	3,711.34	03/26/2020	32454	LEAK DETECTION SURVEY
		105530	14,514.50	03/26/2020	32455	VALVE EXERCISING SERVICES
		104818	775.00	04/02/2020	32464	LEAK DETECTION SERVICES
	ASSOCIATED TECHNICAL SERV LTD Total		<u>19,000.84</u>			
284	AT&T					
			82.82	04/02/2020	030520	MONTHLY BILLING-3/6-4/5/20
			78.53	04/02/2020	030820	MONTHLY BILLING-3/9-4/8/20
	AT&T Total		<u>161.35</u>			
285	AT&T					
			1,875.60	04/02/2020	1805143508	MONTHLY BILLING-3/10-4/9/20
	AT&T Total		<u>1,875.60</u>			
372	BLUFF CITY MATERIALS					
		104132	2,240.00	03/26/2020	300564	HAULING MIXED LOAD
	BLUFF CITY MATERIALS Total		<u>2,240.00</u>			
424	ATLAN TECH RESELLERS INC					
		107550	509.66	04/02/2020	470400	FIBER OPTIC CABLE
	ATLAN TECH RESELLERS INC Total		<u>509.66</u>			
466	CCMSI					
		104235	1,500.00	03/26/2020	0125913-IN	CLAIMS AND ADMIN FEE
	CCMSI Total		<u>1,500.00</u>			
531	THE TRANZONIC COMPANIES					
		107798	1,808.67	04/02/2020	IN02496240	INVENTORY ITEMS
	THE TRANZONIC COMPANIES Total		<u>1,808.67</u>			
563	CDW GOVERNMENT INC					
		107635	109.72	04/02/2020	XFF7055	SEAGATE
		107886	4,250.00	04/02/2020	XJW8961	PARALLEL RAS LIC AND SUPPC
	CDW GOVERNMENT INC Total		<u>4,359.72</u>			
564	COMCAST OF CHICAGO INC					
			163.35	04/02/2020	031520SUB2	SUB 2 3/19/20-4/18/20
			153.35	04/02/2020	032120OFC	MONTHLY BILLING

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
			66.83	04/02/2020	032520	MONTHLY BILLING 4/7/20-5/6/20
	COMCAST OF CHICAGO INC Total		<u>383.53</u>			
642	CUSTOM WELDING & FAB INC					
		107854	488.75	04/02/2020	200030	REPAIR BENCHES
		107866	708.55	04/02/2020	200031	REPAIR BOOM CRADLE TRK 19
		107867	802.20	04/02/2020	200032	REPAIR MIXER BASE TRAILER :
	CUSTOM WELDING & FAB INC Total		<u>1,999.50</u>			
857	FEDERAL PACIFIC					
		106537	31,320.00	03/26/2020	003324	SWITCHGEAR
	FEDERAL PACIFIC Total		<u>31,320.00</u>			
870	FIRE PENSION FUND					
			3,977.05	03/27/2020	FRP2200327113836FC	Fire Pension Tier 2
			13,020.01	03/27/2020	FRPN200327113836FC	Fire Pension
			452.00	03/27/2020	FP1%200327113836FC	Fire Pension 1% Fee
			332.63	03/27/2020	FPND200327113836FC	Fire Pension - non deferred
	FIRE PENSION FUND Total		<u>17,781.69</u>			
891	FLEET SAFETY SUPPLY					
		107734	699.60	04/02/2020	74468	PARTS
	FLEET SAFETY SUPPLY Total		<u>699.60</u>			
894	FLOLO CORPORATION					
		107507	200.00	04/02/2020	099523	INSPECTION MOTOR
		107248	150.00	04/02/2020	443774	DEEP DRIVE CLASS ONEIL 2/26
	FLOLO CORPORATION Total		<u>350.00</u>			
916	FOX VALLEY FIRE & SAFETY INC					
		104532	150.00	04/02/2020	IN00344521	FIRE SPRINKLER INSPECTION
		104532	300.00	04/02/2020	IN00344523	FIRE SPRINKLER INSPECTION
	FOX VALLEY FIRE & SAFETY INC Total		<u>450.00</u>			
922	FOX RIVER STUDY GROUP					
		107788	6,700.00	03/26/2020	020620	WATER QUALITY STUDY
	FOX RIVER STUDY GROUP Total		<u>6,700.00</u>			
944	GALLS LLC					
		104041	318.15	04/02/2020	015326545	POLICE DEPT UNIFORMS

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
	GALLS LLC Total		318.15			
989	GORDON FLESCH CO INC	107636	6,395.00	04/02/2020	IN12875557	IR ADVANCE C5535 COPIER PR
	GORDON FLESCH CO INC Total		6,395.00			
1036	HARRIS BANK NA		1,521.00	03/27/2020	UNF 200327113836FD	Union Dues - IAFF
	HARRIS BANK NA Total		1,521.00			
1113	HUFF & HUFF INC	106353	2,830.50	03/26/2020	0789940	ST CHARLES SPCC UPDATE
	HUFF & HUFF INC Total		2,830.50			
1133	IBEW LOCAL 196		178.50	03/27/2020	UNE 200327113836PV	Union Due - IBEW
			728.89	03/27/2020	UNEW200327113836P	Union Due - IBEW - percent
	IBEW LOCAL 196 Total		907.39			
1136	ICMA RETIREMENT CORP		447.01	03/27/2020	032720	ICMA PLAN 109830
			221.00	03/27/2020	C401200327113836CA	401A Savings Plan Company
			403.12	03/27/2020	C401200327113836CD	401A Savings Plan Company
			459.62	03/27/2020	C401200327113836FD	401A Savings Plan Company
			512.11	03/27/2020	C401200327113836FN	401A Savings Plan Company
			254.34	03/27/2020	C401200327113836HR	401A Savings Plan Company
			505.00	03/27/2020	RTHA200327113836PI	Roth 457 - Dollar Amount
			60.00	03/27/2020	RTHA200327113836PV	Roth 457 - Dollar Amount
			236.06	03/27/2020	RTHP200327113836FI	Roth 457 - Percent
			211.24	03/27/2020	RTHP200327113836PI	Roth 457 - Percent
			230.00	03/27/2020	ROTH200327113836IS	Roth IRA Deduction
			1,451.53	03/27/2020	ROTH200327113836PI	Roth IRA Deduction
			455.00	03/27/2020	ROTH200327113836PV	Roth IRA Deduction
			10.00	03/27/2020	RTHA200327113836CI	Roth 457 - Dollar Amount
			50.00	03/27/2020	RTHA200327113836FI	Roth 457 - Dollar Amount
			240.76	03/27/2020	RTHA200327113836HF	Roth 457 - Dollar Amount
			2,451.24	03/27/2020	ICMP200327113836PE	ICMA Deductions - Percent
			1,342.50	03/27/2020	ICMP200327113836PV	ICMA Deductions - Percent
			210.00	03/27/2020	ROTH200327113836CI	Roth IRA Deduction
			25.00	03/27/2020	ROTH200327113836FI	Roth IRA Deduction

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
			100.00	03/27/2020	ROTH200327113836FI	Roth IRA Deduction
			211.50	03/27/2020	ROTH200327113836HI	Roth IRA Deduction
			4,408.00	03/27/2020	ICMA200327113836PV	ICMA Deductions - Dollar Amt
			60.68	03/27/2020	ICMP200327113836CA	ICMA Deductions - Percent
			70.37	03/27/2020	ICMP200327113836CC	ICMA Deductions - Percent
			2,922.98	03/27/2020	ICMP200327113836FD	ICMA Deductions - Percent
			616.12	03/27/2020	ICMP200327113836FN	ICMA Deductions - Percent
			102.74	03/27/2020	ICMP200327113836IS	ICMA Deductions - Percent
			2,996.54	03/27/2020	ICMA200327113836CC	ICMA Deductions - Dollar Amt
			2,980.77	03/27/2020	ICMA200327113836FD	ICMA Deductions - Dollar Amt
			1,090.00	03/27/2020	ICMA200327113836FN	ICMA Deductions - Dollar Amt
			1,400.00	03/27/2020	ICMA200327113836HF	ICMA Deductions - Dollar Amt
			2,961.00	03/27/2020	ICMA200327113836IS	ICMA Deductions - Dollar Amt
			7,815.50	03/27/2020	ICMA200327113836PC	ICMA Deductions - Dollar Amt
			512.09	03/27/2020	E401200327113836FN	401A Savings Plan Employee
			254.34	03/27/2020	E401200327113836HR	401A Savings Plan Employee
			299.26	03/27/2020	E401200327113836IS	401A Savings Plan Employee
			804.96	03/27/2020	E401200327113836PD	401A Savings Plan Employee
			898.45	03/27/2020	E401200327113836PV	401A Savings Plan Employee
			300.00	03/27/2020	ICMA200327113836CA	ICMA Deductions - Dollar Amt
			299.26	03/27/2020	C401200327113836IS	401A Savings Plan Company
			804.96	03/27/2020	C401200327113836PD	401A Savings Plan Company
			898.45	03/27/2020	C401200327113836PV	401A Savings Plan Company
			221.02	03/27/2020	E401200327113836CA	401A Savings Plan Employee
			403.12	03/27/2020	E401200327113836CD	401A Savings Plan Employee
			459.62	03/27/2020	E401200327113836FD	401A Savings Plan Employee
	ICMA RETIREMENT CORP Total		<u>43,667.26</u>			
1193	ILLINOIS DEPT OF		4,239.00	03/26/2020	020720	10/13/19-12/14/19 QRTLTY
	ILLINOIS DEPT OF Total		<u>4,239.00</u>			
1216	INDUSTRIAL SYSTEMS LTD					
		107475	7,380.00	03/26/2020	22466	ICE MELT
	INDUSTRIAL SYSTEMS LTD Total		<u>7,380.00</u>			
1223	INITIAL IMPRESSIONS EMBROIDERY					
		107428	485.80	04/02/2020	25863	INVENTORY ITEMS
	INITIAL IMPRESSIONS EMBROIDERY Total		<u>485.80</u>			

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
1225	INSIGHT PUBLIC SECTOR	107871	15.22	04/02/2020	1100721334	AXIOM DISPLAY PORT CABLE
	INSIGHT PUBLIC SECTOR Total		<u>15.22</u>			
1243	INTERIORS FOR BUSINESS	106981	532.38	04/02/2020	979537	OFFICE FURNITURE FIRE DEPT
		106981	4,739.93	04/02/2020	979538	OFFICE FURNITURE
	INTERIORS FOR BUSINESS Total		<u>5,272.31</u>			
1387	KONICA MINOLTA BUS SOLUTIONS		750.08	04/02/2020	9006623517	MONTHLY BILLING
	KONICA MINOLTA BUS SOLUTIONS Total		<u>750.08</u>			
1463	LINA	104221	8,812.20	04/02/2020	032720	MONTHLY MARCH
	LINA Total		<u>8,812.20</u>			
1489	LOWES	104313	23.74	04/02/2020	02279/03-17-20	ANDERSON REPLACEMENT TO
		104081	138.56	04/02/2020	02494/03-28-19	MISC FIRE DEPT SUPPLIES
		107763	67.56	04/02/2020	978685	INVENTORY ITEMS
	LOWES Total		<u>229.86</u>			
1559	MAURINE PATTEN ED D	104236	450.00	03/26/2020	022820	CONSULTING SERVICES
		104236	180.00	03/26/2020	032620	CONSULTING SERVICES
		104236	90.00	04/02/2020	031220	COACHING 3/12/20
	MAURINE PATTEN ED D Total		<u>720.00</u>			
1582	MCMaster CARR SUPPLY CO	107767	86.95	03/26/2020	36703076	SAFETY GOGGLES
		107824	49.70	03/26/2020	36971468	INVENTORY ITEMS
		107767	168.80	03/26/2020	37030298	INVENTORY ITEMS
	MCMaster CARR SUPPLY CO Total		<u>305.45</u>			
1585	MEADE ELECTRIC COMPANY INC	107893	161.34	04/02/2020	691660	EMERGENCY LABOR
		107893	161.34	04/02/2020	691661	EMERGENCY LABOR
	MEADE ELECTRIC COMPANY INC Total		<u>322.68</u>			
1603	METRO WEST COG					

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
			80.00	03/26/2020	4290	BOARD MEETING-FEB 27, 2020
	METRO WEST COG Total		80.00			
1605	METROPOLITAN FIRE CHIEFS ASSOC					
		107955	80.00	04/02/2020	033020	MEMBERSHIP SWANSON/CHRI
	METROPOLITAN FIRE CHIEFS ASSOC Total		80.00			
1613	METROPOLITAN ALLIANCE OF POL					
			1,053.50	03/27/2020	UNP 200327113836PD	Union Dues - IMAP
			114.00	03/27/2020	UNPS200327113836PI	Union Dues-Police Sergeants
	METROPOLITAN ALLIANCE OF POL Total		1,167.50			
1668	WOLSELEY INVESTMENTS INC					
		107791	29.25	04/02/2020	5485771	INVENTORY ITEMS
		107791	38.10	04/02/2020	5487256	INVENTORY ITEMS
	WOLSELEY INVESTMENTS INC Total		67.35			
1704	NCPERS IL IMRF					
			8.00	03/27/2020	NCP2200327113836FM	NCPERS 2
			16.00	03/27/2020	NCP2200327113836PV	NCPERS 2
	NCPERS IL IMRF Total		24.00			
1711	NESTLE WATERS NORTH AMERICA					
			995.10	03/26/2020	10B0122067317	MONTHLY WATER DEL 1/13-2/1
			671.51	03/26/2020	10C0122067317	MONTHLYSERVICE 2/13/20-3/12
	NESTLE WATERS NORTH AMERICA Total		1,666.61			
1783	ON TIME EMBROIDERY INC					
		104108	45.00	04/02/2020	S 71748	UNIFORMS FIRE DEPT
	ON TIME EMBROIDERY INC Total		45.00			
1823	TROY PEACOCK					
			155.68	04/02/2020	032520	REIMBURSE N95 RESPIRATOR:
	TROY PEACOCK Total		155.68			
1861	POLICE PENSION FUND					
			9,083.49	03/27/2020	PLP2200327113836PD	Police Pension Tier 2
			13,655.29	03/27/2020	PLPN200327113836PI	Police Pension
			782.90	03/27/2020	PLPR200327113836PI	Police Pens Service Buyback
			401.03	03/27/2020	POLP200327113836PI	Police Pension - non deferred

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
	POLICE PENSION FUND Total		<u>23,922.71</u>			
1875	POSTMASTER ST CHARLES		25.00	03/26/2020	032020	REPLENISH ACCOUNT FOR PO
	POSTMASTER ST CHARLES Total		<u>25.00</u>			
1890	LEGAL SHIELD		8.75	03/27/2020	PPLS200327113836FN	Pre-Paid Legal Services
			281.78	03/27/2020	PPLS200327113836PC	Pre-Paid Legal Services
	LEGAL SHIELD Total		<u>290.53</u>			
1898	PRIORITY PRODUCTS INC	103992	789.00	04/02/2020	949047	PUBLIC SERVICES
	PRIORITY PRODUCTS INC Total		<u>789.00</u>			
1900	PROVIDENT LIFE & ACCIDENT		26.76	03/27/2020	POPT200327113836FI	Provident Optional Life
	PROVIDENT LIFE & ACCIDENT Total		<u>26.76</u>			
1998	RURAL ELECTRIC SUPPLY CO OP	107831	609.69	04/02/2020	780548-00	SPLICE COVER FLOODSEAL
	RURAL ELECTRIC SUPPLY CO OP Total		<u>609.69</u>			
2032	POMPS TIRE SERVICE INC	107819	329.16	04/02/2020	640079558	TIRES AND LABOR
		107823	1,692.00	04/02/2020	640079582	TIRES AND LABOR
	POMPS TIRE SERVICE INC Total		<u>2,021.16</u>			
2046	RUSSO POWER EQUIPMENT INC	107373	413.72	03/26/2020	SPI10101021	SHOCK ABSORBER
	RUSSO POWER EQUIPMENT INC Total		<u>413.72</u>			
2055	SAFETY-KLEEN	107756	421.88	04/02/2020	82665780	WASHER SERVICE
	SAFETY-KLEEN Total		<u>421.88</u>			
2059	SCOTT R SANDERS		53.95	03/26/2020	032020	REFRESHMENT SUPPLIES
			106.91	03/26/2020	032420	REIMBURSEMENT COVID 19
	SCOTT R SANDERS Total		<u>160.86</u>			

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
2137	SHERWIN WILLIAMS	103991	187.20	04/02/2020	0255-4	MISC PAINT SUPPLIES
	SHERWIN WILLIAMS Total		<u>187.20</u>			
2183	SOUND INC	106514	13,716.00	03/26/2020	68171	CITY COUNCIL SOUND SYSTEM
	SOUND INC Total		<u>13,716.00</u>			
2205	STATE FIRE MARSHAL	103564	70.00	03/26/2020	9600700	PERMIT WASTE WATER TREAT
		103564	70.00	03/26/2020	9604539	PERMIT WASTE WATER TRMT I
		107855	70.00	03/26/2020	9628234	CENTURY STATIONS BOILER C
	STATE FIRE MARSHAL Total		<u>210.00</u>			
2228	CITY OF ST CHARLES		132.74	03/31/2020	03-31-31065-6-1-0320	BILLING 1/30/20-02/28/20
			116.16	03/31/2020	3-31-31067-2--1-0320	BILLING 1/30/20-2/28/20
			125.32	03/31/2020	3-31-3168-0-2-0320	BILLING 01/30/20-02/28/20
	CITY OF ST CHARLES Total		<u>374.22</u>			
2248	STORINO RAMELLO & DURKIN		1,000.00	04/02/2020	79961	MONTHLY BILLING FEBRUARY
			5,684.20	04/02/2020	79962	MONTHLY BILLING FEBRUARY
			1,125.00	04/02/2020	79963	MONTHLY BILLING FEBRUARY
			281.25	04/02/2020	79964	MONTHLY BILLING FEBRUARY
			1,235.75	04/02/2020	79965	MONTHLY BILLING FEBRUARY
			112.50	04/02/2020	79966	MONTHLY BILLING FEBRUARY
			753.75	04/02/2020	79967	MONTHLY BILLING FEBRUARY
			3,487.50	04/02/2020	79968	MONTHLY BILLING FEBRUARY
			1,012.50	04/02/2020	79969	MONTHLY BILLING FEBRUARY
			225.00	04/02/2020	79970	MONTHLY BILLING FEBRUARY
	STORINO RAMELLO & DURKIN Total		<u>14,917.45</u>			
2249	STEVE STREICH		199.90	03/26/2020	032320	UNIFORM JEANS
	STEVE STREICH Total		<u>199.90</u>			
2255	SUBURBAN LABORATORIES INC	107600	225.00	04/02/2020	174951	LAB TESTING SERVICES
	SUBURBAN LABORATORIES INC Total		<u>225.00</u>			

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
2283	SCOTT SWANSON		360.44	03/26/2020	032420	CLOROX WIPES COVID 19
	SCOTT SWANSON Total		360.44			
2301	GENERAL CHAUFFERS SALES DRIVER		163.50	03/27/2020	UNT 200327113836CD	Union Dues - Teamsters
			2,288.00	03/27/2020	UNT 200327113836PM	Union Dues - Teamsters
	GENERAL CHAUFFERS SALES DRIVER Total		2,451.50			
2311	TESTING SERVICE CORP	107238	7,900.00	04/02/2020	IN116216	SOIL TESTING TYLER/PRODUC
	TESTING SERVICE CORP Total		7,900.00			
2316	APC STORE	107804	220.38	03/26/2020	478-513338	INVENTORY ITEMS
		107804	51.27	03/26/2020	478-513464	FUEL WATER SEPAR
		103995	85.21	03/26/2020	478-513485	CIRCULATION HEATER
		103995	15.45	03/26/2020	478-513571	FLEET DEPT PARTS
		103995	17.14	03/26/2020	478-513831	FLEET DEPT PARTS
		107892	63.92	04/02/2020	478-513825	INVENTORY ITEMS
		103995	7.61	04/02/2020	478-513935	FLEET DEPT PARTS VEH 5299
		103995	28.77	04/02/2020	478-513940	FLEET DEPT PARTS VEH 1791
	APC STORE Total		489.75			
2373	TYLER MEDICAL SERVICES	106570	68.00	03/26/2020	416334	HEALTH FAIR PACKAGE WELLS
			90.00	03/26/2020	416444-416283	INV # 416444 & 416283
		104213	490.00	04/02/2020	416684	RANDOMS
	TYLER MEDICAL SERVICES Total		648.00			
2383	UNITED STATES POSTAL SERVICE		4,000.00	04/02/2020	611619-033120	REPLENISH POSTAGE METER
	UNITED STATES POSTAL SERVICE Total		4,000.00			
2389	UNIVERSITY OF ILLINOIS-GAR	107851	75.00	03/26/2020	UFIW0333	ONLINE CLASS 7/1/19
	UNIVERSITY OF ILLINOIS-GAR Total		75.00			
2401	UNIVERSAL UTILITY SUPPLY INC	107563	2,042.84	03/26/2020	3031292	INVENTORY ITEMS
		107792	5,995.85	04/02/2020	3031443	INVENTORY ITEMS

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
	UNIVERSAL UTILITY SUPPLY INC Total		<u>8,038.69</u>			
2403	UNITED PARCEL SERVICE					
			176.95	03/26/2020	0000650961070	MONTHLY SERVICE
			19.92	03/26/2020	0000650961110	UPS CHARGES
			19.99	04/02/2020	0000650961120	WEEKLY SHIPPING
			166.34	04/02/2020	000650961100	UPS CHARGES-3/2-3/6/20
	UNITED PARCEL SERVICE Total		<u>383.20</u>			
2404	HD SUPPLY FACILITIES MAINT LTD					
		107466	45.15	04/02/2020	175877	ALCOHOL FREE RESPIRATOR
	HD SUPPLY FACILITIES MAINT LTD Total		<u>45.15</u>			
2485	WBK ENGINEERING LLC					
		106171	1,635.00	03/26/2020	21050	PROJECT BILLING LIBRARY
	WBK ENGINEERING LLC Total		<u>1,635.00</u>			
2545	GRAINGER INC					
		107773	725.90	04/02/2020	9473637297	INVENTORY ITEMS
		107812	626.10	04/02/2020	9474859056	INVENTORY ITEMS
	GRAINGER INC Total		<u>1,352.00</u>			
2637	ILLINOIS DEPT OF REVENUE					
			991.58	03/27/2020	ILST200327113836CA	Illinois State Tax
			2,098.45	03/27/2020	ILST200327113836CD	Illinois State Tax
			8,807.49	03/27/2020	ILST200327113836FD	Illinois State Tax
			1,773.23	03/27/2020	ILST200327113836FN	Illinois State Tax
			854.00	03/27/2020	ILST200327113836HR	Illinois State Tax
			1,644.49	03/27/2020	ILST200327113836IS	Illinois State Tax
			10,948.22	03/27/2020	ILST200327113836PD	Illinois State Tax
			13,872.56	03/27/2020	ILST200327113836PW	Illinois State Tax
	ILLINOIS DEPT OF REVENUE Total		<u>40,990.02</u>			
2638	INTERNAL REVENUE SERVICE					
			1,439.08	03/27/2020	FICA200327113836CA	FICA Employee
			3,031.94	03/27/2020	FICA200327113836CD	FICA Employee
			713.42	03/27/2020	FICA200327113836FD	FICA Employee
			2,503.05	03/27/2020	FICA200327113836FN	FICA Employee
			1,252.01	03/27/2020	FICA200327113836HR	FICA Employee
			2,479.46	03/27/2020	FICA200327113836IS	FICA Employee

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
			292.82	03/27/2020	MEDR200327113836H	Medicare Employer
			579.90	03/27/2020	MEDR200327113836IS	Medicare Employer
			3,808.87	03/27/2020	MEDR200327113836P	Medicare Employer
			4,477.35	03/27/2020	MEDR200327113836P'	Medicare Employer
			3,808.87	03/27/2020	MEDE200327113836PI	Medicare Employee
			4,477.35	03/27/2020	MEDE200327113836P'	Medicare Employee
			336.48	03/27/2020	MEDR200327113836C	Medicare Employer
			709.10	03/27/2020	MEDR200327113836C	Medicare Employer
			2,984.89	03/27/2020	MEDR200327113836FI	Medicare Employer
			585.39	03/27/2020	MEDR200327113836FI	Medicare Employer
			336.50	03/27/2020	MEDE200327113836C.	Medicare Employee
			709.10	03/27/2020	MEDE200327113836C	Medicare Employee
			2,984.89	03/27/2020	MEDE200327113836FI	Medicare Employee
			585.37	03/27/2020	MEDE200327113836FI	Medicare Employee
			292.82	03/27/2020	MEDE200327113836H	Medicare Employee
			579.90	03/27/2020	MEDE200327113836IS	Medicare Employee
			24,883.48	03/27/2020	FIT 200327113836FD	Federal Withholding Tax
			4,674.74	03/27/2020	FIT 200327113836FN	Federal Withholding Tax
			2,194.98	03/27/2020	FIT 200327113836HR	Federal Withholding Tax
			3,540.75	03/27/2020	FIT 200327113836IS	Federal Withholding Tax
			26,641.47	03/27/2020	FIT 200327113836PD	Federal Withholding Tax
			33,517.00	03/27/2020	FIT 200327113836PW	Federal Withholding Tax
			1,252.01	03/27/2020	FICE200327113836HR	FICA Employer
			2,479.46	03/27/2020	FICE200327113836IS	FICA Employer
			2,323.04	03/27/2020	FICE200327113836PD	FICA Employer
			19,144.65	03/27/2020	FICE200327113836PV	FICA Employer
			3,000.54	03/27/2020	FIT 200327113836CA	Federal Withholding Tax
			5,388.12	03/27/2020	FIT 200327113836CD	Federal Withholding Tax
			2,323.04	03/27/2020	FICA200327113836PD	FICA Employee
			19,144.65	03/27/2020	FICA200327113836PV	FICA Employee
			1,439.01	03/27/2020	FICE200327113836CA	FICA Employer
			3,031.94	03/27/2020	FICE200327113836CD	FICA Employer
			713.42	03/27/2020	FICE200327113836FD	FICA Employer
			2,503.12	03/27/2020	FICE200327113836FN	FICA Employer
	INTERNAL REVENUE SERVICE Total		197,163.98			
2639	STATE DISBURSEMENT UNIT					
			471.13	03/27/2020	0000001912003271138	IL Child Support Amount 1
			545.00	03/27/2020	0000002062003271138	IL Child Support Amount 1

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
			391.78	03/27/2020	00000292200327113E	IL Child Support Amount 1
			1,555.35	03/27/2020	00000374200327113E	IL Child Support Amount 1
			369.23	03/27/2020	00000486200327113E	IL Child Support Amount 1
			700.15	03/27/2020	000001225200327113E	IL Child Support Amount 1
	STATE DISBURSEMENT UNIT Total		<u>4,032.64</u>			
2643	DELTA DENTAL					
			4,048.82	03/23/2020	032320	DELTA DENTAL CLAIMS
			2,490.00	03/30/2020	033020	DELTA DENTAL CLAIMS
	DELTA DENTAL Total		<u>6,538.82</u>			
2648	HEALTH CARE SERVICE CORP					
			79,235.92	04/01/2020	032720	MEDICAL CLAIMS
	HEALTH CARE SERVICE CORP Total		<u>79,235.92</u>			
2683	CONTINENTAL AMERICAN INSURANCE					
			42.42	03/27/2020	ACCG200327113836FI	AFLAC Accident Plan
			77.36	03/27/2020	ACCG200327113836PI	AFLAC Accident Plan
			78.06	03/27/2020	ACCG200327113836P'	AFLAC Accident Plan
	CONTINENTAL AMERICAN INSURANCE Total		<u>197.84</u>			
2778	CLIENT FIRST CONSULTING GROUP					
		107006	3,500.00	04/02/2020	11187	EXCHANGE UPGRADE CONSUI
	CLIENT FIRST CONSULTING GROUP Total		<u>3,500.00</u>			
2894	HAVLICEK ACE HARDWARE LLC					
		107810	134.98	04/02/2020	79981/1	INVENTORY ITEMS
	HAVLICEK ACE HARDWARE LLC Total		<u>134.98</u>			
2985	S SCHROEDER TRUCKING INC					
		84	703.48	04/02/2020	35996	STONE PUBLIC WORKS
	S SCHROEDER TRUCKING INC Total		<u>703.48</u>			
2990	HAWKINS INC					
		87	5,696.77	04/02/2020	4686610	BULK DRINKING WATER GRADI
	HAWKINS INC Total		<u>5,696.77</u>			
3102	RUSH PARTS CENTERS OF ILLINOIS					
		104077	320.00	03/26/2020	3018553795	MOTOR FOR FLEET
		104077	2,789.90	04/02/2020	3017729076	RO 63024 VEH 1958

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
	RUSH PARTS CENTERS OF ILLINOIS Total		<u>3,109.90</u>			
3135	RUSSELL HAYWOOD		400.00	04/02/2020	032720	RIFLE PROGRAM 1 OF 3
	RUSSELL HAYWOOD Total		<u>400.00</u>			
3139	MARMON WIRE & CABLE INC	106235	3,004.75	03/26/2020	128466	TAP WIRE
	MARMON WIRE & CABLE INC Total		<u>3,004.75</u>			
3153	CALL ONE		5,367.64	04/02/2020	221844	MONTHLY BILLING
	CALL ONE Total		<u>5,367.64</u>			
3182	OZINGA READY MIX CONCRETE INC	107729	525.00	03/26/2020	1403248	BRICK RED POLYMER
	OZINGA READY MIX CONCRETE INC Total		<u>525.00</u>			
3209	HOLMGREN ELECTRIC INC	107494	340.56	03/26/2020	7483	REPAIR 2901 CAMPTON HILLS I
	HOLMGREN ELECTRIC INC Total		<u>340.56</u>			
3257	ROBERT HALF INTERNATIONAL INC	107591	888.00	03/26/2020	55571622	KELLEY SERVICES 3/20/20
		107591	888.00	04/02/2020	55619828	KELLEY 3/27/20
	ROBERT HALF INTERNATIONAL INC Total		<u>1,776.00</u>			
3289	VISION SERVICE PLAN OF IL NFP		14.98	03/27/2020	VSP 200327113836CA	Vision Plan Pre-tax
			41.21	03/27/2020	VSP 200327113836CD	Vision Plan Pre-tax
			208.80	03/27/2020	VSP 200327113836FD	Vision Plan Pre-tax
			28.92	03/27/2020	VSP 200327113836FN	Vision Plan Pre-tax
			12.22	03/27/2020	VSP 200327113836HR	Vision Plan Pre-tax
			36.66	03/27/2020	VSP 200327113836IS	Vision Plan Pre-tax
			237.20	03/27/2020	VSP 200327113836PD	Vision Plan Pre-tax
			359.48	03/27/2020	VSP 200327113836PW	Vision Plan Pre-tax
			137.74	04/02/2020	032520	VISION PLAN MARCH 2020 RET
	VISION SERVICE PLAN OF IL NFP Total		<u>1,077.21</u>			
3336	NETWORKFLEET INC	105104	246.35	04/02/2020	OSV000002052348	MONTHLY SERVICES FEBRUAF

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
		105104	-246.35	04/02/2020	OSV000002052348	MONTHLY SERVICES FEBRUAF
	NETWORKFLEET INC Total		0.00			
3346	STEALTH BENEFIT SOLUTIONS					
		104222	37,932.66	04/02/2020	032720	APRIL 2020 SERVICES
	STEALTH BENEFIT SOLUTIONS Total		37,932.66			
3406	BUTTON MAN PRINTING INC					
		107811	148.24	04/02/2020	54471	BUDGET BOOK COVERS
	BUTTON MAN PRINTING INC Total		148.24			
3533	P&M HOLDING GROUP LLP					
		104643	27,173.06	04/02/2020	1809886	ERP SOFTWARE SELECTION PI
	P&M HOLDING GROUP LLP Total		27,173.06			
3701	PETER ZAIKOWSKI					
			216.00	03/26/2020	031920	ORIENTATION LUNCH FOR 18 E
	PETER ZAIKOWSKI Total		216.00			
3763	DIRECT PATH LLC					
		104219	855.00	03/26/2020	AT45043	APRIL MONTHLY FEE
	DIRECT PATH LLC Total		855.00			
3766	PROVEN BUSINESS SYSTEMS					
		104647	205.24	04/02/2020	698648	MONTHLY BILLING 3/19/20
	PROVEN BUSINESS SYSTEMS Total		205.24			
3805	EMPLOYEE BENEFITS CORP - ACH					
			12,555.02	03/31/2020	C98632-202003	FLEXIBLE SPENDING CLAIMS
	EMPLOYEE BENEFITS CORP - ACH Total		12,555.02			
3824	FULLIFE LLC					
		107493	192.60	04/02/2020	51850	CAP, GLOVES MISC
	FULLIFE LLC Total		192.60			
3841	Justin Bennett					
		104020	1,800.00	04/02/2020	030820	TUITION CRIMINOLOGY
	Justin Bennett Total		1,800.00			
3886	VIA CARLITA LLC					
		104002	154.26	04/02/2020	24740	VEH 1986 PARTS

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
	VIA CARLITA LLC Total		<u>154.26</u>			
3897	MIDWEST POWER VAC INC	105604	2,000.00	04/02/2020	220124	RENTAL OF VACTOR TRUCK
	MIDWEST POWER VAC INC Total		<u>2,000.00</u>			
3909	Patrick Carter		165.00	04/02/2020	033120	SAFETY BOOTS REIMBURSEME
	Patrick Carter Total		<u>165.00</u>			
3915	B&W CONTROL SYSTEMS	104993	400.00	04/02/2020	0211302	SUPPORT SERVICES WATER
	B&W CONTROL SYSTEMS Total		<u>400.00</u>			
3968	TRANSAMERICA CORPORATION		4,320.18	03/27/2020	RHFP200327113836PI	Retiree Healthcare Funding Pla
	TRANSAMERICA CORPORATION Total		<u>4,320.18</u>			
3973	HSA BANK WIRE ONLY		50.00	03/27/2020	HSAF200327113836C/	Health Savings Plan - Family
			200.00	03/27/2020	HSAF200327113836CI	Health Savings Plan - Family
			1,371.14	03/27/2020	HSAF200327113836FI	Health Savings Plan - Family
			373.52	03/27/2020	HSAF200327113836HF	Health Savings Plan - Family
			1,117.69	03/27/2020	HSAF200327113836IS	Health Savings Plan - Family
			771.16	03/27/2020	HSAF200327113836PI	Health Savings Plan - Family
			247.69	03/27/2020	HSAS200327113836PV	Health Savings - Self Only
			300.00	03/27/2020	HSAF200327113836PV	Health Savings Plan - Family
			173.00	03/27/2020	HSAS200327113836C/	Health Savings - Self Only
			206.92	03/27/2020	HSAS200327113836CI	Health Savings - Self Only
			409.62	03/27/2020	HSAS200327113836FI	Health Savings - Self Only
			100.00	03/27/2020	HSAS200327113836FI	Health Savings - Self Only
			754.15	03/27/2020	HSAS200327113836PI	Health Savings - Self Only
	HSA BANK WIRE ONLY Total		<u>6,074.89</u>			
3986	Simona Hawk		128.25	03/26/2020	031920	REIMBURSE-ILL ASS FLOODPL
	Simona Hawk Total		<u>128.25</u>			
4021	TNT LANDSCAPE CONSTRUCTION INC	104267	9,320.00	04/02/2020	5728	BRICK WORK

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
	TNT LANDSCAPE CONSTRUCTION INC Total		<u>9,320.00</u>			
4074	AMAZON CAPITAL SERVICES INC					
		104009	11.64	03/26/2020	14KF-7CXF-KXLP	POLICE DEPT TRAFFIC WAND
		106276	95.57	03/26/2020	14KF-7CXF-W7W1	SPECIAL PAPER PUBLIC WORK
		104009	33.98	03/26/2020	14PX-9VTP-FKW6	POLICE DEPT OFFICE SUPPLIE
		104009	9.41	03/26/2020	14QM-CVKW-M9K7	OFFICE SUPPLIES POLICE DEF
		104203	14.99	03/26/2020	14QM-CVKW-RTRR	HR DEPT COFFEE SUPPLIES
		107611	8.95	03/26/2020	163N-PWLR-F1M7	SAMSUNG ADAPTIVE USB CHA
		104009	98.05	04/02/2020	1XKX-WWQR-17GF	POLICE DEPT UNIFORMS
		104009	100.00	04/02/2020	1CDR-3JCR-6QC7	INFRARED THERMOMETER
		104009	18.54	04/02/2020	1PDG-XC16-FMPK	LAB SUPPLIES
		107838	394.80	04/02/2020	1Q9F-QKHJ-4J9C	INVENTORY ITEMS
		104009	45.71	03/26/2020	1FP9-KHLG-PJHJ	POLICE DEPT DUTY GEAR
		104009	63.98	03/26/2020	1PTH-XK1G-L13F	POLICE DEPT OFFICE SUPPLIE
		104009	21.12	03/26/2020	1W7H-FNWM-GGFX	POLICE DEPT SUPPLIES
		107832	44.13	03/26/2020	1XHM-MNQ9-9NXC	STENS RECOIL STARTER ASSE
		107779	51.12	03/26/2020	16LY-4Y3Y-PMMJ	USB QUICK CHARGER
		107796	28.03	03/26/2020	17HT-V7MR-4J1R	ENVELOPES
		104009	510.60	03/26/2020	17R7-4YXH-Q3RP	POLICE DEPT UNIFORMS
		107842	128.38	03/26/2020	17WD-LKFL-GQLF	BLUETOOTH HEADSET-WHITE
		106276	23.88	03/26/2020	1C79-RRYC-6RHW	PW COFFEE FILTERS
		104009	9.24	03/26/2020	1FP9-KHLG-J4L1	POLICE DEPT OFFICE SUPPLIE
	AMAZON CAPITAL SERVICES INC Total		<u>1,712.12</u>			
4135	ILLINOIS PUBLIC RISK FUND					
			10,977.00	04/02/2020	59047	MONTHLY IPRF FEE MAY
	ILLINOIS PUBLIC RISK FUND Total		<u>10,977.00</u>			
4186	GULLETT SANITATION SERVICES					
		104506	22,137.50	04/02/2020	936	SLUDGE DEWATERING
	GULLETT SANITATION SERVICES Total		<u>22,137.50</u>			
4209	AC READY MIX LLC					
		86	767.50	04/02/2020	27	CONCRETE
		86	980.00	04/02/2020	46	AC READY MIX CONCRETE
		86	744.31	04/02/2020	64	AC READY MIX CONCRETE
	AC READY MIX LLC Total		<u>2,491.81</u>			
4242	MID AMERICA ENERGY SERVICES					

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
		104852	20,019.40	03/26/2020	20444	FIRE HYDRANT REPLACEMENT
	MID AMERICA ENERGY SERVICES Total		<u>20,019.40</u>			
4333	TOTAL FIRE & SAFETY INC					
		106423	7.55	04/02/2020	149756	FIRST AID SERVICE OINTMENT
	TOTAL FIRE & SAFETY INC Total		<u>7.55</u>			
4377	MACQUEEN EQUIPMENT LLC					
		107405	587.17	04/02/2020	P00232	PARTS FOR FLEET
	MACQUEEN EQUIPMENT LLC Total		<u>587.17</u>			
4391	METRONET					
			128.95	04/02/2020	022220	MONTHLY SERVICES 2/19-2/21
	METRONET Total		<u>128.95</u>			
9990007:	MCNALLY GROUP LLC					
			100.00	03/26/2020	032720	REFUND OF SPL EVENTS LIQ L
	MCNALLY GROUP LLC Total		<u>100.00</u>			
	Grand Total:		<u>789,059.89</u>			

The above expenditures have been approved for payment:

Chairman, Government Operations Committee

Date

Vice Chairman, Government Operations Committee

Date

Finance Director

Date

4/24/2020

**CITY OF ST CHARLES
COMPANY 1000
EXPENDITURE APPROVAL LIST**

4/6/2020 - 4/19/2020

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
114	DG HARDWARE					
		103989	38.24	04/09/2020	77576/F	FASTENERS
		103989	5.49	04/09/2020	77578/F	DOWEL
			-6.27	04/09/2020	77585/F	CREDIT MOMO - INV#077529/F
		103989	13.39	04/09/2020	77586/F	MISC SUPPLIES
	DG HARDWARE Total		<u>50.85</u>			
139	AFLAC					
			19.80	04/10/2020	ACAN200410094500FI	AFLAC Cancer Insurance
			14.34	04/10/2020	ACAN200410094500PI	AFLAC Cancer Insurance
			97.37	04/10/2020	ACAN200410094500PV	AFLAC Cancer Insurance
			25.20	04/10/2020	ADIS200410094500FD	AFLAC Disability and STD
			22.85	04/10/2020	ADIS200410094500FN	AFLAC Disability and STD
			92.20	04/10/2020	ADIS200410094500PD	AFLAC Disability and STD
			25.80	04/10/2020	APAC200410094500PV	AFLAC Personal Accident
			17.04	04/10/2020	ASPE200410094500PV	AFLAC Specified Event (PRP)
			77.96	04/10/2020	AVOL200410094500PI	AFLAC Voluntary Indemnity
			63.94	04/10/2020	AVOL200410094500PV	AFLAC Voluntary Indemnity
			75.82	04/10/2020	ADIS200410094500PV	AFLAC Disability and STD
			8.10	04/10/2020	AHIC200410094500FD	AFLAC Hospital Intensive Care
			8.10	04/10/2020	AHIC200410094500PD	AFLAC Hospital Intensive Care
			33.84	04/10/2020	AHIC200410094500PV	AFLAC Hospital Intensive Care
			57.23	04/10/2020	APAC200410094500FI	AFLAC Personal Accident
			55.50	04/10/2020	APAC200410094500PI	AFLAC Personal Accident
	AFLAC Total		<u>695.09</u>			
145	AIR ONE EQUIPMENT INC					
		107834	1,667.00	04/09/2020	154589	UNIFORMS FIRE DEPT
		107826	828.00	04/09/2020	154591	FIRE DEPT PARTS/SUPPLIES
		107834	932.75	04/09/2020	154656	MISC SUPPLIES
		107826	406.25	04/09/2020	154686	R&B FABRICATIONS GLOVE CA
		104098	140.00	04/16/2020	154748	AIR TEST
	AIR ONE EQUIPMENT INC Total		<u>3,974.00</u>			
186	AMALGAMATED BANK OF CHICAGO					

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
			475.00	04/10/2020	18567777005B	REGISTRAR PAYING AGENT
	AMALGAMATED BANK OF CHICAGO Total		475.00			
250	ARCHON CONSTRUCTION CO					
		107122	1,654.62	04/09/2020	20037F	DIRECTIONAL BORE 2445 DEAN
		106664	5,285.00	04/16/2020	19753F	ST CHARLES FRAME AND COV
		106926	5,384.22	04/16/2020	19776F	DIRECTIONAL BORE 2901 CAMI
		107122	6,455.00	04/16/2020	20007P	DIRECTIONAL BORE TYLER/KIF
	ARCHON CONSTRUCTION CO Total		18,778.84			
298	AWARDS CONCEPTS					
		104205	196.91	04/16/2020	10548831	AWARDS STEPHEN HEIKE
		104205	181.52	04/16/2020	10556186	AWARDS HEIDI SCALETTA
	AWARDS CONCEPTS Total		378.43			
305	BADGER METER INC					
		107663	670.08	04/09/2020	1355026	METERS
		107596	8,018.03	04/09/2020	1355613	METERS
		106597	670.05	04/16/2020	1357487	METERS
	BADGER METER INC Total		9,358.16			
382	BOUND TREE MEDICAL LLC					
		107772	922.00	04/09/2020	83547848	INVENTORY ITEMS
		107772	412.20	04/09/2020	83567945	INVENTORY ITEMS
	BOUND TREE MEDICAL LLC Total		1,334.20			
393	BRICOR CONSULTING					
			2,400.00	04/16/2020	FY 2020	FY 2020 PER SIGNED AGREEMI
	BRICOR CONSULTING Total		2,400.00			
396	BROWNELLS INC					
		104040	201.19	04/09/2020	18866767.00	POLICE DEPT SUPPLIES
		104040	108.59	04/16/2020	18967667.00	MAGAZINE GLOCK
	BROWNELLS INC Total		309.78			
463	ANTHONY CAVALLO					
			10.00	04/16/2020	090319	ZIPPER REPLACEMENT
	ANTHONY CAVALLO Total		10.00			
473	AT&T MOBILITY					
			33.23	04/16/2020	287258511326X04012	ACCT 287258511326 3/23/20

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
	AT&T MOBILITY Total		<u>33.23</u>			
491	CHADS TOWING & RECOVERY INC	104037	145.00	04/09/2020	66885	TOWING SERVICES POLICE DE
	CHADS TOWING & RECOVERY INC Total		<u>145.00</u>			
555	COM ED		241.71	04/09/2020	032520	MONTHLY BILLING
	COM ED Total		<u>241.71</u>			
563	CDW GOVERNMENT INC	107869	291.86	04/09/2020	XJJ8202	APC REPLACEMENT BATTERY
	CDW GOVERNMENT INC Total		<u>291.86</u>			
564	COMCAST OF CHICAGO INC		13.93	04/09/2020	032520CH	MONTHLY BILLING 4/7-5/6
			65.53	04/09/2020	032720PW	ACCT 8771-20-044-0021190 3/27
	COMCAST OF CHICAGO INC Total		<u>79.46</u>			
602	COOPER POWER SYSTEMS LLC	107481	16,547.00	04/09/2020	939346950	KVS THREE PHASE RECLOSER
	COOPER POWER SYSTEMS LLC Total		<u>16,547.00</u>			
646	PADDOCK PUBLICATIONS INC		265.65	04/09/2020	45539	MONTHLY BILLING LEGAL
			117.60	04/16/2020	45731	NOTICE TO BIDDERS PUBLICA
	PADDOCK PUBLICATIONS INC Total		<u>383.25</u>			
647	DAILY LABORATORIES	105877	158.00	04/16/2020	10577	WATER LAB REPORTS
	DAILY LABORATORIES Total		<u>158.00</u>			
690	BENJAMIN DEVOL		638.26	04/09/2020	032020	FIREARM REIMBURSEMENT
	BENJAMIN DEVOL Total		<u>638.26</u>			
714	DIVE RIGHT IN SCUBA INC	107956	825.00	04/16/2020	145209	FIRE DEPT UNIFORMS
	DIVE RIGHT IN SCUBA INC Total		<u>825.00</u>			
789	ANIXTER INC					

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
		107497	473.80	04/09/2020	45212521-01	INVENTORY ITEMS
		107749	441.72	04/09/2020	4546530-00	INVENTORY ITEMS
		107749	3,843.00	04/09/2020	4546533-00	INVENTORY ITEMS
	ANIXTER INC Total		<u>4,758.52</u>			
813	THOMAS ENGLISH					
			315.78	04/16/2020	040920	JEAN AND BOOT ALLOWANCE
	THOMAS ENGLISH Total		<u>315.78</u>			
815	ENGINEERING ENTERPRISES INC					
		104723	3,911.50	04/16/2020	68647	PERIOD ENDING 2/20/20 SC02
		105827	1,279.00	04/16/2020	68648	BILLING THRU 2/20/20 SSES PH
		105822	761.00	04/16/2020	68649	PERIOD ENDING 2/20/20 CMOM
		107745	18,228.03	04/16/2020	68650	BILLING THRU 2/20/20 SWR STU
		106992	11,139.00	04/16/2020	68651	BILLING THRU 2/2/20 RT31 SWF
	ENGINEERING ENTERPRISES INC Total		<u>35,318.53</u>			
820	ENVIRONMENTAL RESOURCE ASSOC					
		107638	334.32	04/16/2020	933099	POTABLE WAT COLIFORM
	ENVIRONMENTAL RESOURCE ASSOC Total		<u>334.32</u>			
826	BORDER STATES INDUSTRIES INC					
		107487	663.07	04/09/2020	919682968	INVENTORY ITEMS
	BORDER STATES INDUSTRIES INC Total		<u>663.07</u>			
859	FEECE OIL CO					
		107887	2,467.06	04/09/2020	3689594	INVENTORY ITEMS
		107887	4,146.69	04/09/2020	3689595	INVENTORY ITEMS
		107945	100.00	04/16/2020	1884325	TEST KIT FLEET
	FEECE OIL CO Total		<u>6,713.75</u>			
870	FIRE PENSION FUND					
			332.63	04/10/2020	FPND200410094500FI	Fire Pension - non deferred
			4,123.58	04/10/2020	FRP2200410094500FC	Fire Pension Tier 2
			13,255.66	04/10/2020	FRPN200410094500FI	Fire Pension
			452.00	04/10/2020	FP1%200410094500FI	Fire Pension 1% Fee
	FIRE PENSION FUND Total		<u>18,163.87</u>			
876	FIRST ENVIRONMENTAL LAB INC					
		107087	243.00	04/09/2020	153722	LAB TESTING
		107087	54.00	04/09/2020	I53626	LAB SUPPLIES

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
	FIRST ENVIRONMENTAL LAB INC Total		<u>297.00</u>			
891	FLEET SAFETY SUPPLY					
		107317	1,559.51	04/09/2020	74484	STRIP LITE PLUS DUO
		107510	6,505.50	04/09/2020	74514	LAMP BRACKETS
	FLEET SAFETY SUPPLY Total		<u>8,065.01</u>			
905	FORCE AMERICA DISTRIBUTING LLC					
		105813	225.00	04/16/2020	200-1025324	FLAT DATA PLAN
	FORCE AMERICA DISTRIBUTING LLC Total		<u>225.00</u>			
916	FOX VALLEY FIRE & SAFETY INC					
		104089	60.00	04/09/2020	IN00345258	EXTINGUISHER
		107905	300.00	04/16/2020	IN00345965	ANNUAL SPRINKLER INSPECTI
		107905	1,100.00	04/16/2020	IN00345967	ANNUAL SPRINKLER INSPECTI
	FOX VALLEY FIRE & SAFETY INC Total		<u>1,460.00</u>			
944	GALLS LLC					
		104041	151.74	04/09/2020	015304039	UNIFORMS POLICE DEPT
		104041	50.60	04/09/2020	015326397	POLICE DEPT UNIFORMS
		107877	3,561.08	04/09/2020	015328787	RESCUE RANDY
		107723	783.60	04/16/2020	015339248	BOSTON LEATHER RADIO HOL
		107723	97.95	04/16/2020	015346627	BOSTON LEATHER HOLDER
		104041	11.20	04/16/2020	015347582	POLICE DEPT UNIFORMS
	GALLS LLC Total		<u>4,656.17</u>			
980	GLOBAL EQUIPMENT COMPANY					
		107795	192.91	04/09/2020	115748535	KEYGUARD COVERALL
	GLOBAL EQUIPMENT COMPANY Total		<u>192.91</u>			
1036	HARRIS BANK NA					
			1,560.00	04/10/2020	UNF 200410094500FD	Union Dues - IAFF
	HARRIS BANK NA Total		<u>1,560.00</u>			
1065	HENRY SCHEIN INC					
		107890	17.81	04/16/2020	75708219	INVENTORY ITEMS
		107899	170.92	04/16/2020	75754892	INVENTORY ITEMS
		107899	159.58	04/16/2020	75795729	CAVIWIPES TOWELETTES
		107899	70.40	04/16/2020	75820804	CAVICIDE SPRAY
		107899	146.70	04/16/2020	75841209	CAVIWIPES TOWELETTES

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
	HENRY SCHEIN INC Total		<u>565.41</u>			
1083	HITCHCOCK DESIGN GROUP	103398	2,220.00	04/16/2020	24510	PRELIMINARY DESIGN
	HITCHCOCK DESIGN GROUP Total		<u>2,220.00</u>			
1133	IBEW LOCAL 196		178.50	04/10/2020	UNE 200410094500PV	Union Due - IBEW
			678.58	04/10/2020	UNEW200410094500P	Union Due - IBEW - percent
	IBEW LOCAL 196 Total		<u>857.08</u>			
1136	ICMA RETIREMENT CORP		447.01	04/10/2020	041020	PLAN 109830 PAYROLL 4/10/20
			221.00	04/10/2020	C401200410094500CA	401A Savings Plan Company
			403.12	04/10/2020	C401200410094500CD	401A Savings Plan Company
			429.11	04/10/2020	C401200410094500FD	401A Savings Plan Company
			50.00	04/10/2020	RTHA200410094500FI	Roth 457 - Dollar Amount
			240.76	04/10/2020	RTHA200410094500HI	Roth 457 - Dollar Amount
			505.00	04/10/2020	RTHA200410094500PI	Roth 457 - Dollar Amount
			60.00	04/10/2020	RTHA200410094500PV	Roth 457 - Dollar Amount
			234.65	04/10/2020	RTHP200410094500FI	Roth 457 - Percent
			206.84	04/10/2020	RTHP200410094500PI	Roth 457 - Percent
			40.00	04/10/2020	ROTH200410094500FI	Roth IRA Deduction
			211.50	04/10/2020	ROTH200410094500HI	Roth IRA Deduction
			230.00	04/10/2020	ROTH200410094500IS	Roth IRA Deduction
			1,451.53	04/10/2020	ROTH200410094500PI	Roth IRA Deduction
			455.00	04/10/2020	ROTH200410094500PV	Roth IRA Deduction
			10.00	04/10/2020	RTHA200410094500CI	Roth 457 - Dollar Amount
			618.37	04/10/2020	ICMP200410094500FN	ICMA Deductions - Percent
			99.87	04/10/2020	ICMP200410094500IS	ICMA Deductions - Percent
			2,468.16	04/10/2020	ICMP200410094500PC	ICMA Deductions - Percent
			1,498.87	04/10/2020	ICMP200410094500PV	ICMA Deductions - Percent
			210.00	04/10/2020	ROTH200410094500CI	Roth IRA Deduction
			25.00	04/10/2020	ROTH200410094500FI	Roth IRA Deduction
			2,961.00	04/10/2020	ICMA200410094500IS	ICMA Deductions - Dollar Amt
			7,815.50	04/10/2020	ICMA200410094500PC	ICMA Deductions - Dollar Amt
			4,425.00	04/10/2020	ICMA200410094500PV	ICMA Deductions - Dollar Amt
			61.38	04/10/2020	ICMP200410094500CA	ICMA Deductions - Percent
			71.87	04/10/2020	ICMP200410094500CI	ICMA Deductions - Percent
			3,181.91	04/10/2020	ICMP200410094500FD	ICMA Deductions - Percent

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
			898.45	04/10/2020	E401200410094500PV	401A Savings Plan Employee
			300.00	04/10/2020	ICMA200410094500CA	ICMA Deductions - Dollar Amt
			2,996.54	04/10/2020	ICMA200410094500CC	ICMA Deductions - Dollar Amt
			2,980.77	04/10/2020	ICMA200410094500FD	ICMA Deductions - Dollar Amt
			1,090.00	04/10/2020	ICMA200410094500FN	ICMA Deductions - Dollar Amt
			1,400.00	04/10/2020	ICMA200410094500HF	ICMA Deductions - Dollar Amt
			403.12	04/10/2020	E401200410094500CD	401A Savings Plan Employee
			429.11	04/10/2020	E401200410094500FD	401A Savings Plan Employee
			511.64	04/10/2020	E401200410094500FN	401A Savings Plan Employee
			254.34	04/10/2020	E401200410094500HR	401A Savings Plan Employee
			359.84	04/10/2020	E401200410094500IS	401A Savings Plan Employee
			804.96	04/10/2020	E401200410094500PD	401A Savings Plan Employee
			511.66	04/10/2020	C401200410094500FN	401A Savings Plan Company
			254.34	04/10/2020	C401200410094500HR	401A Savings Plan Company
			359.84	04/10/2020	C401200410094500IS	401A Savings Plan Company
			804.96	04/10/2020	C401200410094500PD	401A Savings Plan Company
			898.45	04/10/2020	C401200410094500PV	401A Savings Plan Company
			221.02	04/10/2020	E401200410094500CA	401A Savings Plan Employee
	ICMA RETIREMENT CORP Total		<u>44,111.49</u>			
1143	ID ENHANCEMENTS INC					
		107800	126.00	04/09/2020	2020-564297	INVENTORY ITEMS
	ID ENHANCEMENTS INC Total		<u>126.00</u>			
1170	IMPACT NETWORKING LLC					
		107873	1,259.60	04/09/2020	1746595	INVENTORY ITEMS
	IMPACT NETWORKING LLC Total		<u>1,259.60</u>			
1193	ILLINOIS DEPT OF					
			58.88	04/09/2020	0801567-12/31/19	INTEREST UNEMPLOYMNT INS
	ILLINOIS DEPT OF Total		<u>58.88</u>			
1215	ILLINOIS MUNICIPAL UTILITIES					
			3,315,352.55	04/15/2020	041520	IMEA MARCH 2020 ELECTRIC B
	ILLINOIS MUNICIPAL UTILITIES Total		<u>3,315,352.55</u>			
1223	INITIAL IMPRESSIONS EMBROIDERY					
		104340	6.95	04/09/2020	26235	screen printing
		104340	14.85	04/09/2020	26278	ELECTRIC EMBROIDERY
		104340	4.95	04/09/2020	26331	SCREEN PRINTING

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
		104340	4.95	04/16/2020	26527	HOODED CARHART
	INITIAL IMPRESSIONS EMBROIDERY Total		31.70			
1225	INSIGHT PUBLIC SECTOR					
		107731	1,052.94	04/09/2020	1100720472	MICROSOFT SURFACE PRO
		107871	33.00	04/16/2020	1100721636	ASIOM DISPLAY CABLE
		107919	106.23	04/16/2020	1100722468	USB CHARGER FOR APPLE
	INSIGHT PUBLIC SECTOR Total		1,192.17			
1327	KANE COUNTY FAIR					
			382.13	04/16/2020	FY 2020	MANION PROPERTY DEBT PAY
	KANE COUNTY FAIR Total		382.13			
1332	KANE DUPAGE SOIL & WATER					
			3,798.00	04/16/2020	040920	7thAveCreekPhase2 Sec319 Impr
	KANE DUPAGE SOIL & WATER Total		3,798.00			
1387	KONICA MINOLTA BUS SOLUTIONS					
			374.79	04/09/2020	9006608958	MONTHLY COPIER 2/19-3/18
			59.09	04/09/2020	9006609346	MONTHLY COPIER 2/19-3/1
	KONICA MINOLTA BUS SOLUTIONS Total		433.88			
1441	LAYNE CHRISTENSEN COMPANY					
		107657	595.00	04/09/2020	1767203	WELL 11 LABOR
	LAYNE CHRISTENSEN COMPANY Total		595.00			
1489	LOWES					
		104081	67.89	04/09/2020	02028/032320	MISC SUPPLIES PD
		104081	14.19	04/09/2020	02971/03-23-20	ZIPLOCK BAGS
		104081	40.65	04/09/2020	09704/03-24-20	COVID 19 SUPPLIES
		104081	48.83	04/16/2020	11174/03-30-20	FIRE DEPT SUPPLIES
	LOWES Total		171.56			
1491	SCOTT LUDKE					
			238.63	04/16/2020	041420	JEANS FARM/FLEET
	SCOTT LUDKE Total		238.63			
1564	MICHAEL MCCOWAN					
		107916	1,125.00	04/09/2020	032020	INTRO TO GEOGRAPHY TUITIO
	MICHAEL MCCOWAN Total		1,125.00			

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
1582	MCMaster CARR SUPPLY CO	107881	214.37	04/09/2020	37219789	WATER POWERED DRAIN CLE/
		107824	352.33	04/09/2020	37700665	INVENTORY ITEMS
		107824	71.18	04/16/2020	37091067	INVENTORY ITEMS
		107904	9.01	04/16/2020	37350213	ALLIGATOR CLIP
	MCMaster CARR SUPPLY CO Total		646.89			
1585	MEADE ELECTRIC COMPANY INC	107572	5,817.00	04/09/2020	691736	REBUILD DUNHAM&FOX CHASI
		107910	1,631.49	04/16/2020	691737	SERVICE REPAIR DUNHAM/FO
		104048	1,406.34	04/16/2020	691869	TRAFFIC SIGNAL MAINTENANC
	MEADE ELECTRIC COMPANY INC Total		8,854.83			
1588	THOMAS M MEDERNACH		361.57	04/16/2020	041320	JEANS AND BOOTS
	THOMAS M MEDERNACH Total		361.57			
1598	MENARDS INC	104120	1,373.31	04/09/2020	36978	MISC WOOD SUPPLIES
		104120	563.60	04/09/2020	37021	LUMBER SUPPLIES
	MENARDS INC Total		1,936.91			
1600	MENDEL PLUMBING & HEATING INC	107884	794.75	04/09/2020	358695	LABOR AND REPAIR
	MENDEL PLUMBING & HEATING INC Total		794.75			
1613	METROPOLITAN ALLIANCE OF POL		1,053.50	04/10/2020	UNP 200410094500PD	Union Dues - IMAP
			114.00	04/10/2020	UNPS200410094500PI	Union Dues-Police Sergeants
	METROPOLITAN ALLIANCE OF POL Total		1,167.50			
1651	MNJ TECHNOLOGIES DIRECT INC	107835	271.55	04/09/2020	0003720226	MAINTENANCE KIT
		107933	149.00	04/16/2020	0003721897	EPSON REPLACEMENT LAMP
	MNJ TECHNOLOGIES DIRECT INC Total		420.55			
1668	WOLSELEY INVESTMENTS INC	107816	16.57	04/09/2020	5489810	DUST MASKS POLICE DEPT
		107822	110.46	04/09/2020	WQ238690	DUST MASKS
	WOLSELEY INVESTMENTS INC Total		127.03			

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
1704	NCPERS IL IMRF		8.00	04/10/2020	NCP2200410094500FN	NCPERS 2
			16.00	04/10/2020	NCP2200410094500PV	NCPERS 2
	NCPERS IL IMRF Total		24.00			
1737	NORTH EAST MULTI REGIONAL TRNG		330.00	04/09/2020	271749	1911 CLASS ARMORER 3/12/20
			675.00	04/09/2020	271768	TUTION REDMANN/HAYWOOD/
	NORTH EAST MULTI REGIONAL TRNG Total		1,005.00			
1745	NICOR		271.49	04/09/2020	0000 6 APR 1 2020	ACCT 30-31-79-0000-6 3/30/20
			233.22	04/09/2020	0000 6 MAR 26 2020	BILLING THRU 3/24/20
			398.33	04/09/2020	0000 7 MAR 30 20	ACCT 61-00-69-0000-7 3/27/20
			40.13	04/09/2020	0847 6 APR 1 2020	ACCT 19-39-03-0847-6 3/30/20
			564.16	04/09/2020	9226 2 MAR 26 2020	MONTHLY BILLING THRU 3/24/20
			37.76	04/09/2020	9676 7 MAR 26 2020	MONTHLY BILLING THRU 3/25/20
			38.71	04/09/2020	4625 3 MAR 31 2020	ACCT 39-82-30-4625-3 3/27/20
			37.75	04/09/2020	5425 2 MAR 30 2020	ACCT 28-06-38-5425-2 03/27/20
			37.76	04/09/2020	7497 2 MAR 30 2020	ACCT 31-66-93-7497-2 03/27/20
			1,558.38	04/09/2020	7652 0 MAR 27 2020	BILLING THRU 3/26/20
			7,898.38	04/09/2020	8317 9 MAR 26 2020	MONTHLY BILLING THRU 3/25/20
			121.32	04/09/2020	8642 6 APR 1 2020	ACCT 68-60-22-8642-6 3/30/20
			38.41	04/09/2020	1000 9 MAR 31 2020	ACCT 57-14-10-1000-9 3/29/20
			400.21	04/09/2020	1000 9 PD MAR 26 2020	MONTHLY BILLING THRU 3/25/20
			37.86	04/09/2020	1584 1 APR 3 2020	ACCT 76-25-37-1584-1 4/3/20
			37.75	04/09/2020	1968 1 MAR 30 20	ACCT 70-22-68-1968-1 3/27/20
			391.69	04/09/2020	4428 3 MAR 27 2020	MONTHLY BILLING THRU 3/27/20
			39.54	04/09/2020	4606 2 APR 1 2020	ACCT 74-34-63-4606-2 3/30/20
			118.45	04/09/2020	1000 8 APR 1 2020	ACCT 03-73-20-1000-8 03/30/20
			73.09	04/09/2020	1000 8 MAR 30 2020	ACCT 28-08-50-1000-8 3/27/20
			326.88	04/09/2020	1000 9 MAR 24 20	BILLING THRU 3/24/20
			40.44	04/09/2020	1000 9 MAR 26 2020	BILLING THRU 3/24/20
			78.67	04/09/2020	1000 9 MAR 27 2020	BILLING THRU 3/26/20
			94.06	04/09/2020	1000 9 MAR 30 20	ACCT 64-67-50-1000-9 3/27/20
			38.35	04/09/2020	1000 3 MAR 27 2020	MONTHLY BILLING THRU 3/26/20
			40.56	04/09/2020	1000 3 MAR 31 2020	ACCT 30-28-40-1000-3 3/29/20
			224.54	04/09/2020	1000 4 MAR 27 2020	BILLING THRU 3/26/20
			419.01	04/09/2020	1000 4 MAR 30 20	ACCT 53-65-70-1000-4 03/27/20

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
			112.70	04/09/2020	1000 5 MAR 26 2020	BILLING THRU 3/24/20
			368.56	04/09/2020	1000 6 MAR 27 2020	MONTHLY BILLING THRU 3/26/2
			4,999.22	04/09/2020	0929 6 MAR 26 2020	MONTHLY BILLING THRU 3/24/2
			88.00	04/09/2020	1000 0 APR 1 2020	ACCT 52-09-10-1000-0 3/30/20
			117.79	04/09/2020	1000 0 MAR 30 2020	ACCT 68-82-40-1000-0 03/27/20
			309.76	04/09/2020	1000 1 MAR 30 2020	ACCT 53-92-02-1000-1 3/27/30
			39.10	04/09/2020	1000 2 MAR 24 2020	BILLING THRU 3/21/20
			160.92	04/09/2020	1000 2 MAR 30 2020	ACCT 53-14-51-1000-2 3/25/20
	NICOR Total		<u>19,832.95</u>			
1775	RAY O'HERRON CO					
		104044	330.93	04/09/2020	2016725-IN	UNIFORMS BOYCE
		104044	73.59	04/09/2020	2016727-IN	UNIFORMS DONY
		104044	1,190.00	04/09/2020	2016729-IN	UNIFORMS GODINNO
		104044	78.13	04/09/2020	2017655-IN	UNIFORMS DONY
		104044	271.86	04/09/2020	2017656-IN	UNIFORMS KEEGAN
		104044	295.46	04/09/2020	2017965-IN	PD UNIFORMS HEIKE
		104044	194.48	04/09/2020	2017966-IN	PD UNIFORMS SQUILLO
		104044	508.19	04/09/2020	2017967-IN	PD UNIFORMS SQUILLO
		104044	59.15	04/16/2020	2018588-IN	BOYCE UNIFORMS
		104044	120.57	04/16/2020	201907-IN	UNIFORMS POLICE GODINNO
	RAY O'HERRON CO Total		<u>3,122.36</u>			
1783	ON TIME EMBROIDERY INC					
		104108	98.00	04/09/2020	104108	FIRE DEPT UNIFORMS
		104108	168.00	04/09/2020	E 72426	FIRE DEPT UNIFORMS
		104108	132.00	04/09/2020	OE 72185	FIRE DEPT UNIFORMS
		104108	430.00	04/09/2020	OE 73042	FIRE DEPT UNIFORMS
		104108	204.00	04/09/2020	OE 73043	FIRE DEPT UNIFORMS
		104108	236.00	04/09/2020	OES 72231	FIRE DEPT UNIFORMS
	ON TIME EMBROIDERY INC Total		<u>1,268.00</u>			
1797	PACE SUBURBAN BUS					
		104761	5,463.60	04/09/2020	574180	JANUARY RIK LOCAL SHARE
	PACE SUBURBAN BUS Total		<u>5,463.60</u>			
1861	POLICE PENSION FUND					
			9,308.99	04/10/2020	PLP2200410094500PD	Police Pension Tier 2
			13,672.35	04/10/2020	PLPN200410094500PI	Police Pension
			782.90	04/10/2020	PLPR200410094500PI	Police Pens Service Buyback

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
			401.03	04/10/2020	POLP200410094500PI	Police Pension - non deferred
	POLICE PENSION FUND Total		<u>24,165.27</u>			
1864	POLYDYNE INC					
		107846	10,580.00	04/09/2020	1440821	CLARIFLOC
	POLYDYNE INC Total		<u>10,580.00</u>			
1890	LEGAL SHIELD					
			8.74	04/10/2020	PPLS200410094500CI	Pre-Paid Legal Services
			144.44	04/10/2020	PPLS200410094500FC	Pre-Paid Legal Services
			8.75	04/10/2020	PPLS200410094500FN	Pre-Paid Legal Services
			325.02	04/10/2020	PPLS200410094500PI	Pre-Paid Legal Services
			36.34	04/10/2020	PPLS200410094500PV	Pre-Paid Legal Services
	LEGAL SHIELD Total		<u>523.29</u>			
1898	PRIORITY PRODUCTS INC					
		107827	162.11	04/09/2020	949013	INVENTORY ITEMS
	PRIORITY PRODUCTS INC Total		<u>162.11</u>			
1900	PROVIDENT LIFE & ACCIDENT					
			26.76	04/10/2020	POPT200410094500FI	Provident Optional Life
	PROVIDENT LIFE & ACCIDENT Total		<u>26.76</u>			
1946	RANDALL PRESSURE SYSTEMS INC					
		103987	65.92	04/16/2020	I-32753-0	FLEET DEPT PARTS
	RANDALL PRESSURE SYSTEMS INC Total		<u>65.92</u>			
1953	FORT DEARBORN ENTERPRISES					
		107802	60.00	04/09/2020	117334	INVENTORY ITEMS
		107839	565.00	04/09/2020	117537	INVENTORY ITEMS
	FORT DEARBORN ENTERPRISES Total		<u>625.00</u>			
1998	RURAL ELECTRIC SUPPLY CO OP					
		107334	1,313.26	04/09/2020	776009-00	INVENTORY ITEMS
	RURAL ELECTRIC SUPPLY CO OP Total		<u>1,313.26</u>			
2032	POMPS TIRE SERVICE INC					
		104039	12.00	04/09/2020	640079661	LIGHT TRUCK DISPOSAL FEE
		107889	202.00	04/16/2020	640079739	TIRE REPAIR
	POMPS TIRE SERVICE INC Total		<u>214.00</u>			

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
2049	RYDIN DECAL	107445	280.06	04/09/2020	367571	2021 TEMPORARY HCHT
	RYDIN DECAL Total		280.06			
2055	SAFETY-KLEEN	107863	220.00	04/16/2020	82501505	SERVICE FEE
	SAFETY-KLEEN Total		220.00			
2059	SCOTT R SANDERS		47.96	04/16/2020	041020	COVID CLEANING PRODUCTS
	SCOTT R SANDERS Total		47.96			
2076	ST CHARLES HISTORY MUSEUM		3,666.67	04/09/2020	VCCHSM0220	HOTEL TAX DISBURSEMENT FE
	ST CHARLES HISTORY MUSEUM Total		3,666.67			
2137	SHERWIN WILLIAMS	103991	104.07	04/09/2020	0361-0	MISC PAINT SUPPLIES
			-3.11	04/09/2020	0388-3	CREDITS TAX ON INV 87898
			-11.42	04/09/2020	0390-9	CREDITS TAX FOR INV 90207
			-13.87	04/09/2020	0391-7	CREDITS TAX INV 2554
		103991	337.10	04/09/2020	0396-6	PUBLIC SERVICES PAINT SUPP
		103991	229.70	04/09/2020	9277-3	MISC PAINT SUPPLIES
		103991	1,274.10	04/09/2020	9373-0	PAINT SUPPLIES PUBLIC SERV
	SHERWIN WILLIAMS Total		1,916.57			
2235	STEINER ELECTRIC COMPANY	107662	2,298.00	04/09/2020	S006592404.001	INVENTORY ITEMS
		107765	297.00	04/09/2020	S006596365.001	LOUVERS LENS
		107805	87.90	04/09/2020	S006602692.001	LAMP
		107843	39.72	04/09/2020	S006602698.001	INVENTORY ITEMS
		107094	22,083.60	04/16/2020	S006540690.001	INVENTORY ITEMS
		107320	1,794.00	04/16/2020	S006564807.001	INVENTORY ITEMS
		107805	698.75	04/16/2020	S006602692.002	INVENTORY ITEMS
	STEINER ELECTRIC COMPANY Total		27,298.97			
2255	SUBURBAN LABORATORIES INC	107803	275.00	04/16/2020	174879	LAB TESTING SERVICES
	SUBURBAN LABORATORIES INC Total		275.00			
2259	SUBURBAN ACCENTS INC					

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
		107858	1,125.00	04/16/2020	29400	GRAPHICS AND LETTERING#3E
	SUBURBAN ACCENTS INC Total		<u>1,125.00</u>			
2275	SUREFIRE LLC					
		107398	1,539.80	04/09/2020	2375550	INVENTORY ITEMS
	SUREFIRE LLC Total		<u>1,539.80</u>			
2301	GENERAL CHAUFFERS SALES DRIVER					
			163.50	04/10/2020	UNT 200410094500CD	Union Dues - Teamsters
			2,288.00	04/10/2020	UNT 200410094500PV	Union Dues - Teamsters
	GENERAL CHAUFFERS SALES DRIVER Total		<u>2,451.50</u>			
2311	TESTING SERVICE CORP					
		107262	7,604.00	04/09/2020	IN116256	SOIL TESTING
	TESTING SERVICE CORP Total		<u>7,604.00</u>			
2316	APC STORE					
		107901	57.68	04/09/2020	478-513887	INVENTORY ITEMS
		103995	47.52	04/09/2020	478-514314	FLEET DEPT PARTS
		103995	87.79	04/16/2020	478-513909	FLEET DEPT PARTS VEH 1986
		103995	14.07	04/16/2020	478-514632	SERVICE - TRAILER
		103995	27.44	04/16/2020	478-514638	SERVICE - LIFT SUPPORT
	APC STORE Total		<u>234.50</u>			
2329	DAVID TODD					
			453.84	04/09/2020	040620	BOOTS RWS AND JEANS
	DAVID TODD Total		<u>453.84</u>			
2345	TRAFFIC CONTROL & PROTECTION					
		107758	2,485.40	04/16/2020	32751	RENTAL OF MESSAGE BOARD
	TRAFFIC CONTROL & PROTECTION Total		<u>2,485.40</u>			
2363	TROTTER & ASSOCIATES INC					
		107787	10,000.25	04/16/2020	16960	PROJECT BILLING PRIMARY CL
	TROTTER & ASSOCIATES INC Total		<u>10,000.25</u>			
2401	UNIVERSAL UTILITY SUPPLY INC					
		107574	3,428.10	04/09/2020	3031437	INVENTORY ITEMS
	UNIVERSAL UTILITY SUPPLY INC Total		<u>3,428.10</u>			
2403	UNITED PARCEL SERVICE					

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
			12.87	04/09/2020	0000650961130	UPS - SHIPPER 650961
			10.64	04/16/2020	0000650961140	
			26.14	04/16/2020	0000650961150	UPS SERVICE # 650961
	UNITED PARCEL SERVICE Total		49.65			
2404	HD SUPPLY FACILITIES MAINT LTD					
		107466	151.18	04/09/2020	172607	OUT OF SERVICE MARKERS
		107848	571.05	04/09/2020	179078	LAB DEPT SUPPLIES
		107870	658.50	04/09/2020	180564	BLUE WHITE TUBE ASSEMBLY
		107715	1,194.04	04/09/2020	180636	SOLENOID VALVE
		107870	666.27	04/09/2020	180838	BLUE WHITE TUBE ASSEMBLY
	HD SUPPLY FACILITIES MAINT LTD Total		3,241.04			
2410	VALLEY LOCK CO					
		103996	131.95	04/16/2020	66034	MISC KEYS FEBRUARY
	VALLEY LOCK CO Total		131.95			
2429	VERIZON WIRELESS					
			1,479.77	04/09/2020	9851204938	MONTHLY BILLING 2/24-3/23
			10,788.89	04/16/2020	9851799999	ACCT: 580338759-00001 BILLING
	VERIZON WIRELESS Total		12,268.66			
2467	WALKER PARKING CONSULTANTS					
		107234	1,250.00	04/16/2020	31855310003	MONTHLY BILLING CITY HALL
	WALKER PARKING CONSULTANTS Total		1,250.00			
2470	WAREHOUSE DIRECT					
		104216	57.97	04/09/2020	4623389-0	OFFICE SUPPLIES HR DEPT
		104033	10.59	04/09/2020	4625314-0	OFFICE SUPPLIES POLICE DEF
		104033	55.77	04/16/2020	4591501-0	POLICE DEPT OFFICE SUPPLIE
		104082	25.43	04/16/2020	4594668-0	OFFICE SUPPLIES FINANCE
		105324	22.97	04/16/2020	4597058-0	OFFICE SUPPLIES HR DEPT
	WAREHOUSE DIRECT Total		172.73			
2478	WATER PRODUCTS AURORA					
			354.24	04/16/2020	0294048	RETURNED PRODUCT/REPLAC
	WATER PRODUCTS AURORA Total		354.24			
2495	WEST SIDE TRACTOR SALES CO					
		107750	57.92	04/09/2020	N91149	MISC TOOLS

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
	WEST SIDE TRACTOR SALES CO Total		<u>57.92</u>			
2506	EESCO	107699	1,743.75	04/09/2020	565472	INVENTORY ITEMS
	EESCO Total		<u>1,743.75</u>			
2527	WILLIAM FRICK & CO	107807	98.05	04/09/2020	557109	INVENTORY ITEMS
	WILLIAM FRICK & CO Total		<u>98.05</u>			
2545	GRAINGER INC	107862	46.91	04/09/2020	9481802768	KEY RING BLANK TAGS
		107847	261.52	04/09/2020	9483644606	WATER HOSE
			-157.92	04/09/2020	9484722880	RETURN CREDIT INV 94247379
			-247.20	04/09/2020	9484722898	CREDITS INVOICE 942473749
		107937	215.88	04/09/2020	9490813277	UTILITY TRUNK BOXES
		107773	295.72	04/16/2020	9489017013	SANITIZING WIPES
		107939	151.54	04/16/2020	9490199826	INVENTORY ITEMS
	GRAINGER INC Total		<u>566.45</u>			
2597	NORTH AMERICAN RESCUE LLC	107865	123.94	04/09/2020	IN426967	MISC SUPPLIES
		107865	55.98	04/16/2020	IN428488	KIT ROD BASIC
	NORTH AMERICAN RESCUE LLC Total		<u>179.92</u>			
2637	ILLINOIS DEPT OF REVENUE		999.32	04/10/2020	ILST200410094500CA	Illinois State Tax
			2,148.21	04/10/2020	ILST200410094500CD	Illinois State Tax
			8,833.02	04/10/2020	ILST200410094500FD	Illinois State Tax
			1,727.25	04/10/2020	ILST200410094500FN	Illinois State Tax
			878.26	04/10/2020	ILST200410094500HR	Illinois State Tax
			1,626.23	04/10/2020	ILST200410094500IS	Illinois State Tax
			10,722.40	04/10/2020	ILST200410094500PD	Illinois State Tax
			13,701.51	04/10/2020	ILST200410094500PW	Illinois State Tax
			135,123.89	04/13/2020	041320	MARCH ELECTRICITY EXCISE 1
	ILLINOIS DEPT OF REVENUE Total		<u>175,760.09</u>			
2638	INTERNAL REVENUE SERVICE		1,455.74	04/10/2020	FICA200410094500CA	FICA Employee
			3,096.76	04/10/2020	FICA200410094500CD	FICA Employee

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
			548.18	04/10/2020	FICA200410094500FD	FICA Employee
			2,442.07	04/10/2020	FICA200410094500FN	FICA Employee
			1,283.51	04/10/2020	FICA200410094500HR	FICA Employee
			2,459.11	04/10/2020	FICA200410094500IS	FICA Employee
			300.19	04/10/2020	MEDR200410094500H	Medicare Employer
			575.11	04/10/2020	MEDR200410094500IS	Medicare Employer
			3,736.84	04/10/2020	MEDR200410094500P	Medicare Employer
			4,426.27	04/10/2020	MEDR200410094500P'	Medicare Employer
			3,736.84	04/10/2020	MEDE200410094500PI	Medicare Employee
			4,426.27	04/10/2020	MEDE200410094500P'	Medicare Employee
			340.49	04/10/2020	MEDR200410094500C	Medicare Employer
			724.22	04/10/2020	MEDR200410094500C	Medicare Employer
			2,994.96	04/10/2020	MEDR200410094500FI	Medicare Employer
			571.19	04/10/2020	MEDR200410094500FI	Medicare Employer
			340.51	04/10/2020	MEDE200410094500C.	Medicare Employee
			724.22	04/10/2020	MEDE200410094500C	Medicare Employee
			2,994.96	04/10/2020	MEDE200410094500FI	Medicare Employee
			571.17	04/10/2020	MEDE200410094500FI	Medicare Employee
			300.19	04/10/2020	MEDE200410094500H	Medicare Employee
			575.11	04/10/2020	MEDE200410094500IS	Medicare Employee
			25,316.31	04/10/2020	FIT 200410094500FD	Federal Withholding Tax
			4,644.22	04/10/2020	FIT 200410094500FN	Federal Withholding Tax
			2,250.42	04/10/2020	FIT 200410094500HR	Federal Withholding Tax
			3,496.51	04/10/2020	FIT 200410094500IS	Federal Withholding Tax
			25,869.70	04/10/2020	FIT 200410094500PD	Federal Withholding Tax
			32,546.32	04/10/2020	FIT 200410094500PW	Federal Withholding Tax
			1,283.51	04/10/2020	FICE200410094500HR	FICA Employer
			2,459.11	04/10/2020	FICE200410094500IS	FICA Employer
			2,114.69	04/10/2020	FICE200410094500PD	FICA Employer
			18,925.82	04/10/2020	FICE200410094500PV	FICA Employer
			2,998.96	04/10/2020	FIT 200410094500CA	Federal Withholding Tax
			5,503.07	04/10/2020	FIT 200410094500CD	Federal Withholding Tax
			2,114.69	04/10/2020	FICA200410094500PD	FICA Employee
			18,925.82	04/10/2020	FICA200410094500PV	FICA Employee
			1,455.67	04/10/2020	FICE200410094500CA	FICA Employer
			3,096.76	04/10/2020	FICE200410094500CD	FICA Employer
			548.18	04/10/2020	FICE200410094500FD	FICA Employer
			2,442.14	04/10/2020	FICE200410094500FN	FICA Employer

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
	INTERNAL REVENUE SERVICE Total		<u>194,615.81</u>			
2639	STATE DISBURSEMENT UNIT					
			471.13	04/10/2020	000000191200410094E	IL Child Support Amount 1
			545.00	04/10/2020	000000206200410094E	IL Child Support Amount 1
			391.78	04/10/2020	000000292200410094E	IL Child Support Amount 1
			1,555.35	04/10/2020	000000374200410094E	IL Child Support Amount 1
			369.23	04/10/2020	000000486200410094E	IL Child Support Amount 1
			700.15	04/10/2020	000001225200410094E	IL Child Support Amount 1
	STATE DISBURSEMENT UNIT Total		<u>4,032.64</u>			
2643	DELTA DENTAL					
			885.31	04/07/2020	040620	DELTA DENTAL CLAIMS
			855.00	04/13/2020	041320	DELTA DENTAL CLAIMS
	DELTA DENTAL Total		<u>1,740.31</u>			
2644	IMRF					
			210,614.88	04/06/2020	040620	IMRF PAYROLL MARCH 2020
	IMRF Total		<u>210,614.88</u>			
2648	HEALTH CARE SERVICE CORP					
			125,263.19	04/13/2020	041020	MEDICAL CLAIMS
	HEALTH CARE SERVICE CORP Total		<u>125,263.19</u>			
2652	JPMORGAN CHASE BANK NA					
			795.00	04/16/2020	032420CM	MARCH CREDIT CARD
			1,127.95	04/16/2020	032420DB	MARCH CREDIT CARD
			125.00	04/16/2020	032420EM	MARCH CREDIT CARD
			6,851.75	04/16/2020	032420KD	MARCH CREDIT CARD
			339.00	04/16/2020	032420KM	MARCH CREDIT CARD
			1,210.78	04/16/2020	032420LG	MARCH CREDIT CARD
			1,494.36	04/16/2020	032420MK	MARCH CREDIT CARD
			966.40	04/16/2020	032420SS	MARCH CREDIT CARD
			370.00	04/16/2020	032420SSW	MARCH CREDIT CARD
			148.47	04/16/2020	032420TC	MARCH CREDIT CARD
	JPMORGAN CHASE BANK NA Total		<u>13,428.71</u>			
2656	DISH DBS CORP					
		104095	107.04	04/16/2020	040520	ACCT: 8255 1010 1017 8789 4/5
	DISH DBS CORP Total		<u>107.04</u>			

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
2683	CONTINENTAL AMERICAN INSURANCE		42.42	04/10/2020	ACCG200410094500FI	AFLAC Accident Plan
			77.36	04/10/2020	ACCG200410094500PI	AFLAC Accident Plan
			78.06	04/10/2020	ACCG200410094500P'	AFLAC Accident Plan
	CONTINENTAL AMERICAN INSURANCE Total		197.84			
2713	CENTENNIAL COUNSELING CENTER					
		104745	1,430.00	04/16/2020	010320	COUNSELING SERVICES POLIC
	CENTENNIAL COUNSELING CENTER Total		1,430.00			
2738	TRI-R SYSTEMS INCORPORATED					
		107206	15,000.00	04/09/2020	004995	ARC FLASH STUDY WWTP
	TRI-R SYSTEMS INCORPORATED Total		15,000.00			
2756	RXBENEFITS INC.					
			11,681.99	04/07/2020	INV102375	PRESCRIPTION CLAIMS
			406.08	04/13/2020	INV103211/INV103734	PRESCRIPTION CLAIMS
	RXBENEFITS INC. Total		12,088.07			
2832	RR DONNELLEY					
		107845	387.38	04/09/2020	002822627	ENVELOPES FOR AP
	RR DONNELLEY Total		387.38			
2929	FOOTE MIELKE CHAVEZ & O'NEIL					
			3,200.00	04/09/2020	5085	MARCH ORDINANCE VIOLATIOI
	FOOTE MIELKE CHAVEZ & O'NEIL Total		3,200.00			
2950	MARY PORTER					
		107813	209.55	04/09/2020	I902694978	INVENTORY ITEMS
	MARY PORTER Total		209.55			
2963	RAYNOR DOOR AUTHORITY					
		107874	435.00	04/16/2020	29804	REPAIR FIRE STATION 1
	RAYNOR DOOR AUTHORITY Total		435.00			
2985	S SCHROEDER TRUCKING INC					
		84	2,057.91	04/09/2020	36007	CA 7 STONE
	S SCHROEDER TRUCKING INC Total		2,057.91			
2990	HAWKINS INC					
		87	996.17	04/16/2020	4690457	BULK CHEMICALS

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
	HAWKINS INC Total		<u>996.17</u>			
3099	MIDWEST SALT LLC					
		85	2,146.20	04/09/2020	P451159	INDUSTRIAL SOUTHERN COAR
		85	2,797.33	04/16/2020	P451223	MVP INDUSTRIAL COARSE
	MIDWEST SALT LLC Total		<u>4,943.53</u>			
3102	RUSH PARTS CENTERS OF ILLINOIS					
			-978.95	04/16/2020	3018411032	CREDITS INV 3018351317
			836.95	04/16/2020	3018497226	REPLACES PO 107571
			-1,046.95	04/16/2020	3018581037	CREDITS INV 3018455350
		107960	1,148.64	04/16/2020	3018781547	REPAIR
		107861	149.70	04/16/2020	3018810199	OIL FILTERS
		107692	199.60	04/16/2020	3018810220	FILTER OIL
		107836	249.38	04/16/2020	3018810252	OIL FILTER
		104077	18.73	04/16/2020	3018848070	VEH 1893 PARTS
		107902	61.24	04/16/2020	30188921774	FILTER
	RUSH PARTS CENTERS OF ILLINOIS Total		<u>638.34</u>			
3127	SHI INTERNATIONAL CORP					
		107778	112.50	04/09/2020	B11491584	USB LIGHTNING CABLE
		107777	559.00	04/09/2020	B11501737	MICROSOFT LICENSE
		107285	6,110.00	04/09/2020	B11511166	PHONE SUPPORT
	SHI INTERNATIONAL CORP Total		<u>6,781.50</u>			
3147	DUPAGE TOPSOIL INC					
		104382	3,450.00	04/16/2020	049672	DELIVERY OF DIRT
	DUPAGE TOPSOIL INC Total		<u>3,450.00</u>			
3156	TRANSUNION RISK & ALTERNATIVE					
		104029	243.50	04/09/2020	252639-202003-1	MARCH BILLING
	TRANSUNION RISK & ALTERNATIVE Total		<u>243.50</u>			
3236	HR GREEN INC					
		102552	104,963.97	04/16/2020	134035	PROJECT BILLING 7TH AVE CR
	HR GREEN INC Total		<u>104,963.97</u>			
3250	COULTER VENTURES LLC					
		107503	1,181.26	04/16/2020	5993164	ROGUE OBLIQUE FLEXOR
	COULTER VENTURES LLC Total		<u>1,181.26</u>			

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
3257	ROBERT HALF INTERNATIONAL INC	107591	888.00	04/09/2020	55651763	KELLEY 4/3/20
	ROBERT HALF INTERNATIONAL INC Total		<u>888.00</u>			
3289	VISION SERVICE PLAN OF IL NFP		14.98	04/10/2020	VSP 200410094500CA	Vision Plan Pre-tax
			357.66	04/10/2020	VSP 200410094500PV	Vision Plan Pre-tax
			137.74	04/16/2020	040820	VISION PLAN FOR RETIREES-A
			39.78	04/10/2020	VSP 200410094500CD	Vision Plan Pre-tax
			208.80	04/10/2020	VSP 200410094500FD	Vision Plan Pre-tax
			28.92	04/10/2020	VSP 200410094500FN	Vision Plan Pre-tax
			12.22	04/10/2020	VSP 200410094500HR	Vision Plan Pre-tax
			44.20	04/10/2020	VSP 200410094500IS	Vision Plan Pre-tax
			237.20	04/10/2020	VSP 200410094500PD	Vision Plan Pre-tax
	VISION SERVICE PLAN OF IL NFP Total		<u>1,081.50</u>			
3298	JENNIFER KUHN		367.50	04/16/2020	249	COORDINATOR SERVICE MARC
			8.28	04/16/2020	249A	MILEAGE REIMBURSEMENT-M/
			46.86	04/16/2020	250	LEAD-EXP RANDALL'S PANCAK
	JENNIFER KUHN Total		<u>422.64</u>			
3308	ELINEUP LLC	107698	600.00	04/16/2020	759	SOFTWARE MAINTENANCE
	ELINEUP LLC Total		<u>600.00</u>			
3315	IRON MOUNTAIN INC	105425	778.78	04/16/2020	202098634	STORAGE
	IRON MOUNTAIN INC Total		<u>778.78</u>			
3336	NETWORKFLEET INC	105104	246.35	04/09/2020	OSV000002052348A	MONTHLY SERVICES FEBRUAF
		105163	711.35	04/09/2020	OSV000002070609	MONTHLY BILLING MARCH
		104600	236.60	04/09/2020	OSV000002075993	MONTHLY BILLING MARCH
		105104	246.35	04/09/2020	OSV000002079873	MONTHLY BILLING MARCH
		104194	94.75	04/09/2020	OSV000002081603	MONTHLY BILLING MARCH
	NETWORKFLEET INC Total		<u>1,535.40</u>			
3406	BUTTON MAN PRINTING INC	107811	148.24	04/16/2020	54471	BUDGET BOOK COVERS

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
		107811	-148.24	04/16/2020	54471	BUDGET BOOK COVERS
	BUTTON MAN PRINTING INC Total		0.00			
3408	ULINE INC					
		107882	202.46	04/09/2020	118328071	INVENTORY ITEMS
	ULINE INC Total		202.46			
3433	INTERSTATE POWER SYSTEMS INC					
		107875	200.00	04/09/2020	R042027144:01	REPAIR FLEET DEPT
	INTERSTATE POWER SYSTEMS INC Total		200.00			
3469	HEALTH ENDEAVORS SC					
		107982	2,660.00	04/09/2020	7481	COMPREHENSIVE TESTS
		107981	2,025.00	04/09/2020	7482	HAZMAT EVAL PETERSON/WAL
	HEALTH ENDEAVORS SC Total		4,685.00			
3490	HI-LINE UTILITY SUPPLY CO LLC					
		107388	647.97	04/09/2020	10155286	TENT
	HI-LINE UTILITY SUPPLY CO LLC Total		647.97			
3505	Michael Redmann					
			80.00	04/16/2020	120919	PER DIEM 12-9 THRU 12-13-19
	Michael Redmann Total		80.00			
3623	SARAH FLETCHER					
		104710	300.00	04/09/2020	208	GRAPHIC DESIGN MARCH
	SARAH FLETCHER Total		300.00			
3650	V3 CONSTRUCTION GROUP LTD					
		88739	12,000.00	04/09/2020	6	STUARTS CROSSING PROJECT
	V3 CONSTRUCTION GROUP LTD Total		12,000.00			
3735	CMMS DATA GROUP					
			1,800.00	04/16/2020	00004432WD	MVP PLANT SUBSRIPTION FEE
	CMMS DATA GROUP Total		1,800.00			
3737	ALEXANDER'S CONTRACT SERVICES					
		107418	2,087.00	04/09/2020	9713	METER DEPT COMMUNICATIO
	ALEXANDER'S CONTRACT SERVICES Total		2,087.00			
3799	LRS HOLDINGS LLC					

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
		104753	92.43	04/09/2020	0000072739	RECYCLED WOOD
		104285	1,900.44	04/16/2020	0004404402	MONTHLY BILLING APRIL
	LRS HOLDINGS LLC Total		<u>1,992.87</u>			
3866	BECKY COURTNEY					
		107739	840.00	04/09/2020	201141	INVENTORY ITEMS
	BECKY COURTNEY Total		<u>840.00</u>			
3867	HOOPER CORPORATION					
		104055	120,999.14	04/09/2020	11986-14-10	OVERHEAD CONTRACTOR SEF
	HOOPER CORPORATION Total		<u>120,999.14</u>			
3882	CORE & MAIN LP					
		107624	1,870.60	04/09/2020	L992707	MISC VALVES AND PARTS
		107808	3,279.00	04/09/2020	M071326	SUPERFREEZE PIPE FREEZE
		107829	2,025.00	04/09/2020	M079255	HYDRANT PARTS
	CORE & MAIN LP Total		<u>7,174.60</u>			
3886	VIA CARLITA LLC					
		107965	138.24	04/16/2020	24887	OIL
		104002	7.07	04/16/2020	25004	PARTS FOR FLEET
		104002	7.07	04/16/2020	25037	PARTS FOR FLEET
		104002	14.14	04/16/2020	25050	FLEET DEPT PARTS
	VIA CARLITA LLC Total		<u>166.52</u>			
3902	AFC INTERNATIONAL INC					
		107679	1,382.99	04/09/2020	57913	TRANSMITTER
	AFC INTERNATIONAL INC Total		<u>1,382.99</u>			
3915	B&W CONTROL SYSTEMS					
		105601	70,000.00	04/09/2020	0209113-A	SCADA UPGRADES PHASE 2
		105601	52,450.00	04/16/2020	0212533	SCADA UPGRADES PHASE 2
	B&W CONTROL SYSTEMS Total		<u>122,450.00</u>			
3936	CORTLAND COMMUNITY					
			260.00	04/09/2020	17168	CPR CRDS POLICE DEPT
		107880	240.00	04/09/2020	17169	48 CPR E CARDS
	CORTLAND COMMUNITY Total		<u>500.00</u>			
3948	UNIQUE PRODUCTS & SERVICE CORP					
		107770	460.80	04/09/2020	386964	INVENTORY ITEMS

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
		107815	196.40	04/09/2020	387041	INVENTORY ITEMS
		107815	49.10	04/16/2020	387041-1	INVENTORY ITEMS
	UNIQUE PRODUCTS & SERVICE CORP Total		706.30			
3968	TRANSAMERICA CORPORATION		4,274.86	04/10/2020	RHFP200410094500PI	Retiree Healthcare Funding Pla
	TRANSAMERICA CORPORATION Total		4,274.86			
3971	DUO SECURITY INC		5,832.00	04/09/2020	INV4234882	DUO SOFTWARE SUBSCRIPTIC
	DUO SECURITY INC Total	107573	5,832.00			
3973	HSA BANK WIRE ONLY		50.00	04/10/2020	HSAF200410094500C/	Health Savings Plan - Family
			200.00	04/10/2020	HSAF200410094500CI	Health Savings Plan - Family
			1,371.14	04/10/2020	HSAF200410094500FI	Health Savings Plan - Family
			373.52	04/10/2020	HSAF200410094500HF	Health Savings Plan - Family
			1,117.69	04/10/2020	HSAF200410094500IS	Health Savings Plan - Family
			771.16	04/10/2020	HSAF200410094500PI	Health Savings Plan - Family
			247.69	04/10/2020	HSAS200410094500PV	Health Savings - Self Only
			300.00	04/10/2020	HSAF200410094500PV	Health Savings Plan - Family
			173.00	04/10/2020	HSAS200410094500C/	Health Savings - Self Only
			206.92	04/10/2020	HSAS200410094500CI	Health Savings - Self Only
			409.62	04/10/2020	HSAS200410094500FI	Health Savings - Self Only
			100.00	04/10/2020	HSAS200410094500FI	Health Savings - Self Only
			754.15	04/10/2020	HSAS200410094500PI	Health Savings - Self Only
	HSA BANK WIRE ONLY Total		6,074.89			
4074	AMAZON CAPITAL SERVICES INC		7.99	04/09/2020	16JD-VVMN-N4NN	TAPE
		107694	7.99	04/09/2020	16JD-VVMN-N4NN	TAPE
		104009	60.76	04/09/2020	1CG1-Q6DF-1GMX	OFFICE SUPPLIES POLICE DEF
		104009	28.95	04/09/2020	1CGV-LK1F-4NGP	POLICE DEPT SUPPLIES
		107694	12.39	04/09/2020	1CYM-JF44-F4MR	CABLE DISPLAY PORT
		107694	48.99	04/09/2020	1CYM-JF44-MYGT	LOGITECH WIRELESS KEYBOA
		107970	47.99	04/09/2020	1JP9-X64M-LLQ4	NATURAL GAS HOSE
		104009	613.68	04/16/2020	1H3W-PYPM-HX4H	POLICE DEPT SUPPLIES
		104009	10.95	04/16/2020	1TJJ-6CRN-G7JF	POLICE DEPT BADGE HOLDER:
		108020	871.96	04/16/2020	13KN-GVQV-F41P	DEWALT FLEXVOLT BATTERY
		107694	161.21	04/16/2020	177P-HJX3-73CR	DRAFTING CHAIR
		104009	264.00	04/16/2020	1D36-P44M-K7PQ	WIRELESS REMOTE SPEAKER

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
		107833	739.20	04/09/2020	1K3X-JDWV-QD3V	INVENTORY ITEMS
		107911	31.06	04/09/2020	1K74-6XNM-F719	COFFEE CREAMER
		107914	83.60	04/09/2020	1KKC-VJ77-MMXW	INVENTORY ITEMS
		107948	112.99	04/09/2020	1P76-VMMM-YH3Y	OFFICE SUPPLIES
		107941	50.97	04/09/2020	1PYT-94T3-K1KF	WIRELESS DOORBELL
	AMAZON CAPITAL SERVICES INC Total		<u>3,146.69</u>			
4114	CHICAGO PARTS AND SOUND LLC					
		107907	257.38	04/16/2020	1-0136177	INVENTORY ITEMS
	CHICAGO PARTS AND SOUND LLC Total		<u>257.38</u>			
4121	HSA BANK					
		104223	74.00	04/09/2020	W225822	HSA SERVICE FEE
	HSA BANK Total		<u>74.00</u>			
4154	ALADTEC INC					
		107143	1,223.60	04/16/2020	2020-0663	ONLINE EMPLOYEE SCHEDULI
	ALADTEC INC Total		<u>1,223.60</u>			
4157	Nels Backstrom					
			165.00	04/09/2020	040620	BOOT ALLOWANCE HOFFMAN I
	Nels Backstrom Total		<u>165.00</u>			
4174	UNIFIRST CORPORATION					
		103986	202.40	04/16/2020	1514480-0320	FLEET DEPT UNIFORMS MARC
	UNIFIRST CORPORATION Total		<u>202.40</u>			
4242	MID AMERICA ENERGY SERVICES					
		104852	8,342.10	04/16/2020	20452	WATER SERVICE 415 VALLEY V
	MID AMERICA ENERGY SERVICES Total		<u>8,342.10</u>			
4262	REX ELECTRIC AND TECHNOLOGIES					
		105170	2,926.00	04/09/2020	WO1899-1	KEYSCAN UPGRADE
	REX ELECTRIC AND TECHNOLOGIES Total		<u>2,926.00</u>			
4267	THE RESPONSIVE MAILROOM INC					
		107811	148.24	04/16/2020	54471	BUDGET BOOK COVERS
	THE RESPONSIVE MAILROOM INC Total		<u>148.24</u>			
4303	ADS LLC					
		105823	6,510.00	04/16/2020	35367-0320	FLOW METER INVESTIGATION

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
	ADS LLC Total		<u>6,510.00</u>			
4315	MAKE WAVES SCUBA INC	107852	356.00	04/16/2020	33560	TRIDENT NEOPRENE ANKLE W
	MAKE WAVES SCUBA INC Total		<u>356.00</u>			
4320	DALE PENNINGTON III	106168	6,750.00	04/16/2020	5904	PROJECT BILLING AMI ASSESS
	DALE PENNINGTON III Total		<u>6,750.00</u>			
4327	TRANSYSTEMS CORPORATION	106286	21,676.45	04/09/2020	3564934-05	JOB P401190099 KAUTZ RD
	TRANSYSTEMS CORPORATION Total		<u>21,676.45</u>			
4332	ADVOMATIC STUDIO LLC	107728	892.00	04/09/2020	57282	MONTHLY FEE DRUPAL APRIL
		107728	2,850.00	04/09/2020	57288	MNTHLY IMPROVE 10
	ADVOMATIC STUDIO LLC Total		<u>3,742.00</u>			
4342	BCR AUTOMOTIVE GROUP LLC	106615	31,567.00	04/09/2020	CC37745	FORD F150 WHITE 2020
	BCR AUTOMOTIVE GROUP LLC Total		<u>31,567.00</u>			
4348	VALLEY MUFFLER SHOP INC	107394	35.89	04/09/2020	3059140	OIL CHANGE
		108019	35.89	04/16/2020	3059312	VEH 1923 REPAIR
	VALLEY MUFFLER SHOP INC Total		<u>71.78</u>			
4375	RIVIERA FINANCE OF TEXAS	106918	825.01	04/09/2020	90090	3/15/20-3/21/20 SERVICES
	RIVIERA FINANCE OF TEXAS Total		<u>825.01</u>			
4377	MACQUEEN EQUIPMENT LLC	107300	77.90	04/09/2020	P01092	HOSE COOLANT
		107300	882.51	04/09/2020	P01101	MISC PARTS
		107300	108.80	04/16/2020	P01206	FLEET DEPT PARTS
		107300	151.36	04/16/2020	P01218	FLEET DEPT PARTS
		107300	885.13	04/16/2020	P01243	FLEET DEPT PARTS
		107300	179.94	04/16/2020	P01284	FLEET DEPT PARTS
	MACQUEEN EQUIPMENT LLC Total		<u>2,285.64</u>			

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
4384	DACRA ADJUDICATION SYSTEMS LLC	107455	1,500.00	04/16/2020	2020-151	MONTHLY SOFTWARE SERVICE
	DACRA ADJUDICATION SYSTEMS LLC Total		<u>1,500.00</u>			
4391	METRONET		132.79	04/09/2020	1497261/03/22/20	ACCT 1497261 3/22/20
	METRONET Total		<u>132.79</u>			
4403	AFL TELECOMMUNICATIONS INC	107850	530.00	04/09/2020	2001052301	CALIBRATION SERVICES
	AFL TELECOMMUNICATIONS INC Total		<u>530.00</u>			
4404	GOODWAY TECHNOLOGIES CORP	107856	4,454.12	04/09/2020	151441	SPRAY SYSTEM FOR CYLINDEI
	GOODWAY TECHNOLOGIES CORP Total		<u>4,454.12</u>			
4408	BUILDSPACE HOLDINGS LLC	107895	10,000.00	04/16/2020	041320	FACADE IMPROVEMENT GRAN
	BUILDSPACE HOLDINGS LLC Total		<u>10,000.00</u>			
4410	HELP/SYSTEMS LLC	107915	8,345.00	04/16/2020	V0000119869	SUBSCRIPTION 4/1/20-3/31/21
		107915	-8,345.00	04/16/2020	V0000119869	SUBSCRIPTION 4/1/20-3/31/21
		107915	8,345.00	04/16/2020	V0000119931	POWERTECH ANTIVIRUS SUBS
	HELP/SYSTEMS LLC Total		<u>8,345.00</u>			
4412	WI SCTF		596.30	04/10/2020	0000012442004100945	WI Child Support Amount 1
	WI SCTF Total		<u>596.30</u>			
9990001	WILL COUNTY CLERK		10.00	04/09/2020	040720	NOTARY RENEWAL-CEVALLOS
	WILL COUNTY CLERK Total		<u>10.00</u>			
9990010	RICHARD MILLER		3,500.00	04/09/2020	032420	SEWER ASSISTANCE PROGRA
	RICHARD MILLER Total		<u>3,500.00</u>			
9990010	HELEN BUDZIAK		80.00	04/09/2020	040220	REFUND CPR APRIL CLASS

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
	HELEN BUDZIAK Total		<u>80.00</u>			
9990010:	JAMES OLITA		75.00	04/09/2020	040620	MAILBOX/POST REIMBURSEME
	JAMES OLITA Total		<u>75.00</u>			
9990010:	KEVIN LUTZ		71.26	04/09/2020	040620A	
	KEVIN LUTZ Total		<u>71.26</u>			
9990010:	JOHN MCQUADE		75.00	04/16/2020	041020	MAILBOX REIMBURSMENT
	JOHN MCQUADE Total		<u>75.00</u>			
9990010:	KRISTIN BENNETT		10.00	04/16/2020	041420	OVERPD P#202000392-1120 AD
	KRISTIN BENNETT Total		<u>10.00</u>			
	Grand Total:		<u>4,981,312.03</u>			

The above expenditures have been approved for payment:

_____	_____
Chairman, Government Operations Committee	Date
_____	_____
Vice Chairman, Government Operations Committee	Date
_____	_____
Finance Director	Date



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: *IA

Title:

Recommendation to approve a Resolution Awarding the Bid for Asphalt Materials to Plote Construction.

Presenter:

AJ Reineking

Meeting: City Council

Date: April 27, 2020

Proposed Cost: *Up to* \$ 60,000

Budgeted Amount: \$ 60,000

Not Budgeted:

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

On February 28, 2020, the City opened bids for the contract to provide asphalt material for roadway and parking lot patching and repair programs. The City received two responses to this bid solicitation.

The Public Services Division utilizes asphalt materials for in-house maintenance to patch roadways throughout the year, and to restore roadways after underground infrastructure repairs.

Plote Construction submitted the lowest responsive bid for the provisions of these materials. The City has utilized material from Plote in the past, most recently in 2019, and found the material to meet the City's standards.

Attachments (*please list*):

* Bid Tabulation * Resolution

Recommendation/Suggested Action (*briefly explain*):

Recommendation to award the Bid for Asphalt Materials to Plote Construction.

			Geneva Construction Company		Plote Construction Inc.	
Name	Quantity	Unit of Measure	Unit Price	Extended Total Price	Unit Price	Extended Total Price
Surface Mix	1000	tons	\$56.00	\$ 56,000.00	\$55.00	\$ 55,000.00
B.A.M./Binder	500	tons	\$53.00	\$ 26,500.00	\$55.00	\$ 27,500.00
U.P.M.	50	tons	\$140.00	\$ 7,000.00	\$0.00	\$ -
T.A.C.	5	gallon pails	\$60.00	\$ 300.00	\$38.00	\$ 190.00
Total price				\$ 89,800.00		\$ 82,690.00

City of St. Charles, Illinois
Resolution No. _____

**A Resolution Awarding the Bid for Asphalt Materials to Plote
Construction in the amount of \$60,000.**

**Presented & Passed by the
City Council on April 27, 2020**

WHEREAS two bids were received for Asphalt Materials;

WHEREAS Plote Construction submitted the lowest responsive bid;

THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, that the Bid for Asphalt Materials be awarded to Plote Construction in the amount of \$60,000.

PRESENTED to the City Council of the City of St. Charles, Illinois, this day of
April, 2020

PASSED by the City Council of the City of St. Charles, Illinois, this day of
April, 2020

APPROVED by the Mayor of the City of St. Charles, Illinois, this day of April,
2020

Raymond P. Rogina, Mayor

ATTEST:

City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: *IB

Title:

Recommendation to approve a Resolution Awarding the Bid for Concrete Materials to Prairie Material.

Presenter:

AJ Reineking

Meeting: City Council

Date: April 27, 2020

Proposed Cost: *Up to* \$ 65,500

Budgeted Amount: \$ 65,500

Not Budgeted:

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

On February 28, 2020, the City opened bids for the annual concrete materials contract from the City's public works operations. The City received two responses to this bid solicitation. Prairie Material of Batavia, IL submitted the lowest qualified bid for this work. The City has utilized concrete material from Prairie in the past and found the material to meet the City's standards.

While the Public Services Division is the primary user of this contract for making repairs to sidewalks, curbs and roadways throughout the community, all Public Works divisions utilize concrete materials for general construction.

Attachments (*please list*):

* Bid Tabulation * Resolution

Recommendation/Suggested Action (*briefly explain*):

Recommendation to Award the Bid for Concrete Materials to Prairie Material.

			AC Ready Mix, LLC		Prairie Material	
Product Description	Quantity	unit of measure	Unit Price	Extended Cost	Unit Price	Extended Cost
4000 psi group 6.0 B	500	cubic yard	\$108.00	\$54,000.00	\$108.00	\$54,000.00
4000 psi group 6.0 B	25	cubic yard	\$108.00	\$2,700.00	\$108.00	\$2,700.00
4000 psi group 5.0 B	25	cubic yard	\$103.00	\$2,575.00	\$103.00	\$2,575.00
Environmental Charge	550	cubic yard	\$3.00	\$1,650.00	\$3.00	\$1,650.00
Calcium Chloride 1%	50	cubic yard	\$3.00	\$150.00	\$2.90	\$145.00
Calcium Chloride 1.5%	50	cubic yard	\$4.50	\$225.00	\$4.35	\$217.50
Calcium Chloride 2%	50	cubic yard	\$6.00	\$300.00	\$5.80	\$290.00
Redi-Pave	50	cubic yard	\$120.00	\$6,000.00	\$121.00	\$6,050.00
Minimum Order \$ (ur	50	ea	\$160.00	\$8,000.00	\$120.00	\$6,000.00
Wait Time (see below	50	cubic yard	\$4.00	\$200.00	\$0.00	\$0.00
Total price				\$75,800.00		\$73,627.50

City of St. Charles, Illinois
Resolution No. _____

**A Resolution Awarding the Bid for Concrete Materials to Prairie
Material in the amount of \$65,000.**

**Presented & Passed by the
City Council on April 27, 2020**

WHEREAS two bids were received for Concrete Materials;

WHEREAS Prairie Material submitted the lowest responsive bid;

THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, that the Bid for Concrete Materials be awarded to Prairie Materials in the amount of \$65,000.

PRESENTED to the City Council of the City of St. Charles, Illinois, this day of
April, 2020

PASSED by the City Council of the City of St. Charles, Illinois, this day of April,
2020

APPROVED by the Mayor of the City of St. Charles, Illinois, this day of April,
2020

Raymond P. Rogina, Mayor

ATTEST:

City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: *IC

Title:

Recommendation to approve a Resolution Awarding the Bid for Hauling Services to E.D. Shands, LLC.

Presenter:

AJ Reineking

Meeting: City Council

Date: April 27, 2020

Proposed Cost: up to \$ 65,000

Budgeted Amount: \$ 65,000

Not Budgeted:

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

On February 28, 2019, the City opened bids for the annual Hauling Services contract. The City received three responses to this bid solicitation with E.D. Shands, LLC of Wayne, IL being the lowest responsive, responsible bidder.

The City utilizes hauling services to remove debris incurred throughout the maintenance and repair activities performed on public infrastructure, including water main breaks, roadway patching, electrical digs, tree removals, and storm sewer point repairs.

The City has not utilized Shands for hauling in the past; however, they have provided a list of favorable references that supports their ability to meet the City's needs.

Attachments *(please list):*

* Bid Tabulation *Resolution

Recommendation/Suggested Action *(briefly explain):*

Recommendation to award the Bid for Hauling Services to E.D. Shands, LLC.

Name	Qty	Unit of Measure	E. D. Shands LLC		S. Schroeder Trucking, Inc		Viking Brothers Inc.	
			Straight Time	Total Bid Price	Straight Time	Total Bid Price	Straight Time	Total Bid Price
SEMI TRACTOR/20 YD. DUMP TRAILER	650	hours	\$95.00	\$61,750.00	\$98.00	\$63,700.00	\$120.00	\$78,000.00
Total price				\$61,750.00		\$63,700.00		\$78,000.00

City of St. Charles, Illinois
Resolution No. _____

**A Resolution Awarding the Bid for Hauling Services to E.D. Shands,
LLC. in the amount of \$65,000**

**Presented & Passed by the
City Council on April 27, 2020**

WHEREAS three bids were received for Hauling Services;

WHEREAS E.D. Shands, LLC. submitted the lowest responsive bid for all categories of hauling services;

THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, that the Bid for Hauling Services be awarded to E.D. Shands, LLC. in the amount of \$65,000.

PRESENTED to the City Council of the City of St. Charles, Illinois, this day of April, 2020

PASSED by the City Council of the City of St. Charles, Illinois, this day of April, 2020

APPROVED by the Mayor of the City of St. Charles, Illinois, this day of April, 2020

Raymond P. Rogina, Mayor

ATTEST:

City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: *ID

Title:

Recommendation to approve a Resolution Awarding the Bid for Stone and Gravel Material to Viking Brothers, Inc.

Presenter:

AJ Reineking

Meeting: City Council

Date: April 27, 2020

Proposed Cost: *Up to \$59,000*

Budgeted Amount: \$59,000

Not Budgeted:

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

On February 28, 2020, the City opened bids for the annual provision of stone and gravel material for utilization throughout the Public Services Divisions.

The City received three responses to this bid solicitation. Viking Brothers, Inc. of Aurora, IL submitted the lowest responsive, responsible bid for the base scope of the contract. They have supplied this material to the City in the past with satisfactory results as far as quality of the material and timeliness of deliveries.

The Public Services Department utilizes stone and gravel materials to patch roadways, backfill after emergency infrastructure repair, and to stabilize shorelines and basin walls.

Attachments (*please list*):

* Bid Tabulation *Resolution

Recommendation/Suggested Action (*briefly explain*):

Recommendation to Award the Bid for Stone/Gravel Material to Viking Brothers, Inc.

			E. D. Shands LLC		S. Schroeder Trucking, Inc		Viking Brothers Inc.	
Name	Qty	UoM	Price	Extended Price	Price	Extended Price	Price	Extended Price
CA-7, ¾" CRUSHED LIMESTONE	2000	tons	\$21.40	\$42,800.00	\$21.75	\$43,500.00	\$17.75	\$35,500.00
CA-6, GRADE 8, CRUSHED LIMESTONE	1000	tons	\$14.65	\$14,650.00	\$14.65	\$14,650.00	\$12.75	\$12,750.00
Total price				\$57,450.00		\$58,150.00		\$48,250.00

City of St. Charles, Illinois
Resolution No. _____

A Resolution Awarding the Bid for Stone and Gravel Material to Viking Brothers, Inc. in the amount of \$59,000

**Presented & Passed by the
City Council on April 27, 2020**

WHEREAS three bids were received for Stone and Gravel Materials;

WHEREAS Viking Brothers, Inc. submitted the lowest responsive bid;

THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, that the Bid for Stone and Gravel Material be awarded to Viking Brothers, Inc. in the amount of \$59,000.

PRESENTED to the City Council of the City of St. Charles, Illinois, this day of April, 2020

PASSED by the City Council of the City of St. Charles, Illinois, this day of April, 2020

APPROVED by the Mayor of the City of St. Charles, Illinois, this day of April, 2020

Raymond P. Rogina, Mayor

ATTEST:

City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: *IE

Title:	Recommendation to approve A Resolution Authorizing the Mayor and City Clerk of the City of St. Charles to execute a Five-Year Contract Extension for Mosquito Abatement Services to Clarke Environmental Mosquito Management, Inc.
Presenter:	AJ Reineking

Meeting: City Council Date: April 27, 2020

Proposed Cost: \$102,477.15	Budgeted Amount: \$118,000	Not Budgeted: <input type="checkbox"/>
-----------------------------	----------------------------	--

Executive Summary (if not budgeted please explain):

For over 30 years, the City has provided services related to mosquito abatement throughout the community. Since the program’s inception, the City has utilized Clarke Environmental as its contractor. Clarke utilizes an extensive mapping system and information database to execute a program that includes larvicide treatments, adult traps, lab analysis, and up to three community sprayings. Clarke also maintains the Mosquito Hotline to offer a comprehensive customer service portal to the City’s residents. In addition, Clarke is the mosquito consultant for the communities surrounding St. Charles, allowing for a comprehensive, proactive group approach to controlling mosquitos.

The City’s contract with Clarke Environmental is due to expire at the end of the fiscal year. Clarke has proposed to extend their agreement by five (5) years. Their proposal includes a 0% rate increase for Year 1 of the extension (2020). For each of the subsequent years, the price would increase at the rate of the Consumer Price Index (CPI), but not to exceed 2% in any given year.

Notable changes to the agreement from previous contracts include:

1. All adult control treatments will be al a carte, meaning if the City does not require the three treatments we will not automatically be charged for them.
2. Clarke will provide up to six scheduled low volume adult treatments at the City’s discretion, generally prior to community special events.
3. Clarke will provide and maintain two additional “New Jersey Light Traps” to more accurately evaluate adult mosquito activity throughout the City.

Attachments (please list):

*Clarke Environmental Extension Proposal * Resolution

Recommendation/Suggested Action (briefly explain):

Recommendation to execute a five-year contract extension for mosquito abatement services with Clarke Environmental.



Clarke Environmental Mosquito Management, Inc.

2020 - 2025 Service Agreement | City of St. Charles

Part I. General Service

- A. Aerial Survey and Geographic Information System (GIS) Mapping
- B. Computer System and Record Keeping Database
- C. Public Relations and Educational Brochures
- D. Mosquito Hotline Citizen Response – citizens may report nuisance mosquitoes at www.clarkeportal.com/hotline or 800-942-2555
- E. Comprehensive Insurance Coverage naming the City of St. Charles additionally insured
- F. Program Consulting and Quality Control Staff
- G. Monthly Operational Reports, Periodic Advisories, and Annual Report
- H. Regulatory compliance on local, state, and federal levels

Part II. Surveillance and Monitoring

- A. Floodwater Mosquito Migration Model:
The use of weather data and computer model to predict the arrival of *Aedes vexans* brood (hatch) and peak annoyance periods. (Clarke will contact the City of St. Charles representative and inform him of the impending brood arrival.)
- B. Arbovirus Surveillance:
 - 1. Gravid Trap: Operation of one (1) trap to collect *Culex* mosquitoes. Mosquitoes will be collected, identified to species, and pooled for disease assay. Samples will be tested at Clarke laboratories utilizing P.C.R. technology for West Nile Virus.
 - 2. Clarke New Jersey Light Trap Network: Operation of four (4) traps within the City of St. Charles to monitor and evaluate adult mosquito activity.
- C. Weather Monitoring – Operational Forecasts

Part III. Larval Control

- A. Targeted Mosquito Management System (TMMS™) computer database and site management.
- B. Larval Site Monitoring: (9) inspections
 - 1. Three (3) targeted inspections of all breeding areas as determined by the Clarke Targeted Mosquito Management System™.
 - 2. Inspections of sites called in by residents on the Mosquito Hotline.
- C. Prescription Larval Control treatments will be performed with *Bacillus sphaericus*, *Bacillus thuringiensis israelensis* - Bti, methoprene, temephos, and/or Natular® (Spinosad) mosquito larvicide as described in the following sections.
 - 1. Larval Control: The program provides all sites found breeding a single brood or 30 day residual product with backpack or hand equipment.
 - 2. Helicopter Pre-hatch: Three (3) treatments using a 30 day residual product of all acres for floodwater mosquito control.
 - 3. Catch Basins: One treatment of all catch basins, inlets and manholes using an extended residual slow release insecticide for up to 150 day control.



Clarke Environmental Mosquito Management, Inc.

2020 - 2025 Service Agreement | City of St. Charles

- Part IV. Adult Control** will be performed with Duet, Biomist, or other pyrethroid mosquito adulticide as described in the following sections.
- A. Adulticiding in mosquito harborage areas:
 - 1. Six (6) scheduled truck Ultra Low Volume (ULV) treatments using a pyrethroid insecticide for any community special events.
 - B. Adulticiding in Residential Areas:
 - 1. Community-wide truck ULV treatments of all miles of streets using Duet, Biomist®, or other pyrethroid insecticide. Any authorized community ULV treatments will be priced at \$60.05 per mile, or \$9,668.05 per community-wide treatment based on 161 centerline miles of streets.
 - C. Adulticiding Operational Procedures
 - 1. Notification of community contact.
 - 2. Weather limit monitoring and compliance.
 - 3. Notification of residents on Clarke Call Notification List.
 - 4. ULV particle size evaluation.
 - 5. Insecticide dosage and quality control analysis.

Total Annual Estimated Price 2020-2025**	\$73,473.00
<i>Total Annual Price Assuming Three (3) Adulticiding Treatments</i>	<i>\$102,477.15</i>



Clarke Environmental Mosquito Management, Inc.

2020 - 2025 Service Agreement | City of St. Charles

Agreement Payment Plan:

For Parts I, II, III and IV as specified in the 2020 Service Agreement, the total for 2020 program is \$73,473.00. Any additional treatments beyond the core program will be invoiced when the treatment is completed. The program rates from 2021 – 2025 are not to exceed the annual cost of living or 2% whichever is less.

PAYMENT PLAN

Month	2020
May 1	\$18,368.25
June 1	\$18,368.25
July 1	\$18,368.25
August 1	\$18,368.25
TOTAL	\$73,473.00

Approved Contract Period and Agreement:

Please check one of the following contract periods:

- 2020 - 2025 Seasons

****NPDES Permit:** A National Pollutant Discharge Elimination System (NPDES) permit is necessary for the execution of the work for mosquito control effective October 31, 2011. Any additional costs associated with activities and/or services that may be required by Clarke in order to comply with an NPDES permit are not included in this proposal.

For City of St. Charles:

Sign Name: _____ Title: _____ Date: _____

For Clarke Environmental Mosquito Management Inc.:

Name: *Jack Tharish* Title: Control Consultant Date: 4/21/2020



Clarke Environmental Mosquito Management, Inc.
 2020 - 2025 Service Agreement | City of St. Charles

Administrative Information (Please complete the information below to update your files):

Invoice Address:

Name: _____

Address: _____

City: _____ State: _____ Zip _____

Office Phone: _____ Fax: _____ P.O. # _____

E-Mail Address for Invoices: _____ County: _____

****In an effort to be sustainable, please provide an email address where invoices will be sent.**

Treatment Address (if different from above):

Address: _____

City: _____ State: _____ Zip _____

County: _____

Contact Details:

Name: _____ Title: _____

Office Phone: _____ Fax: _____ E-Mail: _____

Home Phone: _____ Cell: _____ Pager: _____

Alternate Contact Details:

Name: _____ Title: _____

Office Phone: _____ Fax: _____ E-Mail: _____

Home Phone: _____ Cell: _____ Pager: _____

Please sign and return a copy of the complete contract for our files to:

Clarke Environmental Mosquito Management, Inc., Attn: Jack Thennisch
 675 Sidwell Ct. St Charles, IL 60174 or Fax at (630) 443-3070

City of St. Charles, Illinois
Resolution No. _____

A Resolution Authorizing the Mayor and City Clerk of the City of St. Charles to execute a Five-Year Contract Extension for Mosquito Abatement Services to Clarke Environmental Mosquito Management, Inc.

**Presented & Passed by the
City Council on April 27, 2020**

BE IT RESOLVED by the Mayor and City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, that the Mayor and City Clerk be and the same are hereby authorized to execute a Five-Year Contract Extension for Mosquito Abatement Services to Clarke Environmental Mosquito Management, Inc. in the amount of \$102,477.15.

PRESENTED to the City Council of the City of St. Charles, Illinois, this day of April, 2020

PASSED by the City Council of the City of St. Charles, Illinois, this day of April, 2020

APPROVED by the Mayor of the City of St. Charles, Illinois, this day of April, 2020

Raymond P. Rogina, Mayor

ATTEST:

City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: *IF

Title:

Recommendation to approve a Resolution to Authorize a Five-Year Contract for Landscape Maintenance Services to Cornerstone Partners Horticultural Services Co. in the amount of \$31,249.68 per year

Presenter:

AJ Reineking

Meeting: City Council

Date: April 27, 2020

Proposed Cost: \$ 31,249.68

Budgeted Amount: \$ 40,000

Not Budgeted:

Executive Summary (if not budgeted please explain):

The Public Works Department recently solicited bids for a five-year contract for the maintenance of the City's landscape beds and planters. The work includes the maintenance of 35 individual landscaped and planter areas including City buildings, parking lots, rights-of-way, medians, and planter pots from April through October each year. The work will consist of the following:

- Spring cleanup (April)
- Garbage/litter pickup
- Pruning & dead-heading
- Planter bed edge maintenance
- Weed removal
- Mulch turning/raking
- Mulch placement
- Fall cleanup (October)

The bid was publicly posted and advertised and directly sent to nine qualified firms. The City received one response with Cornerstone Horticultural Partners of St. Charles, IL being sole bid received. Cornerstone has performed landscape services for the City in the past and is the City's current lawn mowing vendor. They have generally met the City's expectations. Their bid represents a **20% decrease** from the previously awarded bid for FY19/20.

Attachments (please list):

*Cornerstone Partners Bid *Resolution

Recommendation/Suggested Action (briefly explain):

Recommendation to award the five-year contract for landscape maintenance services to Cornerstone Partners Horticultural Services Co. in the amount of \$31,249.68 per year.

AREA ID	DESCRIPTION	Unit Price (Per Instance)	ANTICIPATED UNITS*	EXTENDED PRICE**
1A	City Hall South Checkerboard Lot	\$31.92	16	\$ 510.72
1B	City Hall North Lot	\$306.50	16	\$ 4,904.00
2	Police Station Lot/Freedom Shrine	\$213.87	16	\$ 3,421.92
3	Century Station (Fire Station 1)	\$24.98	16	\$ 399.68
4	First Street Plaza/Smallcakes Beds	\$2.32	16	\$ 37.12
5	First Street Raised Planters & Beds	\$118.21	16	\$ 1,891.36
6	Sterling Bank Beds	\$30.37	16	\$ 485.92
7	History Museum Property	\$2.32	16	\$ 37.12
8	East Side Parking Deck Complex	\$97.41	16	\$ 1,558.56
9	Illinois Avenue/Riverside Avenue City Lot B	\$68.65	16	\$ 1,098.40
10	Route 64/Second Avenue City Lot K	\$56.04	16	\$ 896.64
11	Cedar Avenue/Third Avenue City Lot N	\$66.19	16	\$ 1,059.04
12	Madison Avenue Islands	\$25.99	16	\$ 415.84
13	Walnut Street/Third Street City Lot R	\$77.56	16	\$ 1,240.96
14	Route 31/Cedar Street/State Street City Lot G	\$235.48	16	\$ 3,767.68
15	Route 31/State Street Wind Emotions City Lot H	\$19.82	16	\$ 317.12
16	Cedar Street/Third Street Old VFW City Lot O	\$2.32	16	\$ 37.12

17	Riverside Avenue/Prairie Street Bridge Beds	\$32.59	16	\$	521.44
18	City Public Works Complex Beds	\$2.32	16	\$	37.12
19	City Public Works Complex four (4) Entrance Pillar Beds	\$18.30	16	\$	292.80
20	City Public Works Complex Jones Law Office Beds	\$2.32	16	\$	37.12
21	Riverside Avenue/Division Street Monument Bed	\$9.05	16	\$	144.80
22	South Route 31/Roosevelt Street Monument Bed	\$13.19	16	\$	211.04
23	North Route 31 Gateway Monument Bed	\$9.13	16	\$	146.08
24	Randall Road Medians (2)	\$444.73	8	\$	3,557.84
25	Westside Treatment Plant	\$85.74	8	\$	685.92
26	Fire Station III	\$5.19	8	\$	41.52
27	Fire Station II	\$29.02	8	\$	232.16
28	16 th Street Island	\$33.61	8	\$	268.88
29	Route 31/Abbeywood Drive West Median	\$29.02	8	\$	232.16
30	Fox Chase Boulevard Entrance Median	\$35.40	8	\$	283.20
31	Route 64/Thompson Middle School Bed	\$104.49	8	\$	835.92
32	Walnut Street/Fourth Street City Lot Q	\$9.71	16	\$	155.36
33	South Third Street/Gray Street Monument Bed	\$14.45	16	\$	231.20
34	Tyler Road West Fence Line Bed	\$56.99	8	\$	455.92

	AS NEEDED: New Beds and Landscaped Areas (sq feet)	\$0.40	2000	\$	800.00
	TOTAL			\$	31,249.68

All Pricing Reflected for RFP Specifications:

[Client RFP Specifications: http://bit.ly/CityofSCLandscapeBedMaint](http://bit.ly/CityofSCLandscapeBedMaint)

*Units	Units listed are (8) or (16), however actual visits shall be (10) and (18), inclusive of (+1) Spring and (+1) Fall Cleanup per Area ID
**Ext Price	Extended price column formula reflect all Services inclusive of RFP: (1) Spring Cleanup, (8) or (16) weed/trash services and (1) Fall C
Q&A:	3/11/2020 1:58 p.m. per RFP 1.2.2 "This section pertains to the replacement of dead material. Because the extent of annual die-off is unknown, the City will solicit separate quotes for planting the replacement material. Once in place, the newly planted material will be maintained under this regular maintenance contract. http://bit.ly/RFPPlantReplacementsQA

**City of St. Charles, Illinois
Resolution No. _____**

**A Resolution to Authorize a Five-Year Contract for Landscape
Maintenance Services to Cornerstone Partners Horticultural Services Co.
in the amount of \$31,249.68 per year**

**Presented & Passed by the
City Council on _____, 2020**

WHEREAS the bid was publicly posted and advertised;

WHEREAS the City received one response with Cornerstone Partners Horticultural Services Co. being the lowest responsive, responsible bidder;

THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, that a five-year contract for landscape maintenance services be awarded to Cornerstone Partners Horticultural Services Co. in the amount of \$31,249.68 per year.

PRESENTED to the City Council of the City of St. Charles, Illinois, this__day of April, 2020

PASSED by the City Council of the City of St. Charles, Illinois, this__day of April, 2020

APPROVED by the Mayor of the City of St. Charles, Illinois, this__day of April, 2020

Raymond P. Rogina, Mayor

ATTEST:

City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:

**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: *IG

Title:

Recommendation to approve a **Resolution** Authorizing the Mayor and City Clerk of the City of St. Charles to execute a One-Year Contract Extension for Street Sweeping Services to Lakeshore Recycling Systems.

Presenter:

AJ Reineking

Meeting: City Council

Date: April 27, 2020

Proposed Cost: \$ 84,106

Budgeted Amount: \$ 98,148

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

The City of St. Charles Public Works Department provides street sweeping services to the community. This public policy translates into good sound environmental practice by removing grit and foreign contaminants from the roadways and preventing that material from entering the watershed. In addition, street sweeping removes materials from the roadways that may otherwise create unsafe conditions and traffic accidents. Most public streets will be swept by a contractor while Public Works staff concentrates on downtown roads, special events and construction sweeping activities.

On April 11, 2017 the City opened bids for a three-year street sweeping program. Pricing was requested for eight rounds of sweeping services within residential zones as well as the Commercial Manufacturing District (CMD), and county and state routes. The City received four (4) bids to perform this work with Hoving Clean Sweep of West Chicago being the lowest responsive, responsible bidder.

Since that time, Hoving has been acquired by Lakeshore Recycling Systems (LRS) who has been very responsive to meet our needs for timing adjustments and service delivery.

LRS has offered to hold their 2019 prices with a 1.8% increase, which is in concert with the CPI increase for the last year. This extension at a rate of \$84,106 for the year is still \$102,394 less than the next lowest bid received in 2017 and represents a good value for the City.

Attachments *(please list):*

* 2017 Bid Tabulation * LRS Offer Letter *Resolution

Recommendation/Suggested Action *(briefly explain):*

Recommendation to authorize a one-year extension to the contract for Street Sweeping Services to Lakeshore Recycling Systems in the amount of \$84,106.

Street Sweeping Bid
04/24/17 GSC

	Hoving Clean Sweep West Chicago, IL	TKG Environmental Services Group Waukegan, IL	Waste Management Lombard, IL	Elgin Sweeping Services Chicago, IL
Residential Sweeping (8)	\$ 74,881.44	\$ 177,600.00	\$ 268,600.00	\$ 280,120.00
Commercial Manufacturing Dist (4)	\$ 2,484.00	\$ 5,200.00	\$ 7,450.00	\$ 8,460.00
County & State Route Sweeping	\$ 2,045.64	\$ 3,700.00	\$ 5,550.00	\$ 9,400.00
TOTAL	\$ 79,411.08	\$ 186,500.00	\$ 281,600.00	\$ 297,980.00
Hourly Rate	\$ 125.00	\$ 125.00	\$ 180.00	\$ 280.00
% Increase FY18/19	2%	2.5%	4%	2.5%
% Increase FY19/20	2%	2.5%	4%	2.5%

March 3, 2020
City of St. Charles
Purchasing Division
Attn: Joan Schouten

Joan,

On behalf of Lakeshore Recycling Systems, thank you for the opportunity to provide St. Charles with our highly esteemed street sweeping service. We appreciate greatly the request to renew/extend our service, however Lakeshore is electing to decline the given options. This being said, LRS is interested in countering the request with a slight modification:

LAKESHORE RECYCLING SYSTEMS LLC., CLEANSWEEP – STREET SWEEPING SERVICE

1. **EXTEND SERVICES** for one year with a 1.8% increase to adjust for CPI
From: May 2020 – April 2021 (1 season)
For: \$84,106/year for 1 year

Should the City be in agreement with this counter offer, please notify Gabe Hanson via email. Lakeshore is thankful for the positive relationship that continues to strengthen with the City and we hope to further this relationship in the near future.

Regards,



Gabe Hanson
CleanSweep Operations Manager
(773) 619-6180: Mobile
GHanson@LRSRecycles.com

City of St. Charles, Illinois
Resolution No. _____

A Resolution Authorizing the Mayor and City Clerk of the City of St. Charles to execute a One-Year Contract Extension for Street Sweeping Services to Lakeshore Recycling Systems

**Presented & Passed by the
City Council on April 27, 2020**

BE IT RESOLVED by the Mayor and City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, that the Mayor and City Clerk be and the same are hereby authorized to execute a One-Year Contract Extension for Street Sweeping Services to Lakeshore Recycling Systems in the amount of \$84,106.

PRESENTED to the City Council of the City of St. Charles, Illinois, this day of April, 2020

PASSED by the City Council of the City of St. Charles, Illinois, this day of April, 2020

APPROVED by the Mayor of the City of St. Charles, Illinois, this day of April, 2020

Raymond P. Rogina, Mayor

ATTEST:

City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:

**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: *IH

Title:

A Resolution Authorizing the Mayor and the City Clerk of the City of St. Charles to Waive the Bid Procedure for 2020/2021 ordering gasoline & diesel Fuel (bio-diesel) per order on an as needed basis, to Al Warren Oil Co, Bell Fuel, Buchanan Energy, Feece Oil, Gas Depot Oil Co, & Parent Petroleum.

Presenter:

AJ Reineking

Meeting: City Council

Date: April 27, 2020

Proposed Cost: \$ 276,834

Budgeted Amount: \$ 276,834

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

Staff is seeking approval to Waive the Formal Bid Procedure for ordering gasoline and diesel fuel for stock.

As in past years, staff would like to spot buy fuel shipments on an as needed basis. Fuel suppliers will be asked to quote prices by 8:00 a.m. for same day delivery. The lowest quotation is awarded for delivery later that day

Staff feels that this produces competitive pricing, allowing for the lowest fuel prices adjusting to market volatility.

Current list of vendors solicited include:

Al Warren Oil CO
Bell Fuel
Buchanan Energy
Feece Oil
Gas Depot Oil Co
Parent Petroleum

New vendors may be added to the list as they become known

Attachments *(please list):*

*Bid Waiver Form *Resolution

Recommendation/Suggested Action *(briefly explain):*

Recommendation to Waive the Bid Procedure and Approve the Ordering Gasoline and Diesel Fuel (Bio–Diesel) on an As Needed Basis for FY 2020/2021.

REQUEST FOR WAIVING BID PROCEDURE

We request the City Council to waive the bid procedure and accept the quotation (requiring two-thirds City Council vote) submitted by:

Various fuel suppliers, including, but not limited to Al Warren Oil Co, Bell Fuel, Buchanan Energy, Feece Oil, Gas Depot, & Parent Petroleum

For the purchase of: Gasoline/Diesel (Bio) Fuel

At a cost not to exceed: As spot purchases vary by quantity and price, total expected cost is not known. Total budget for gasoline per the FY 20/21 budget is \$276,834

Reason for the request to waive the bid procedure: Spot buying allows the City to get the lowest quote available for that day as prices fluctuate.

Other Quotations Received: We solicit quotes from six (6) suppliers, when product is needed.

Date: 4/27/20

Requested by: AJ Reineking

Department Director: Peter Suhr

Purchasing Manager: AJ Reineking

THIS REQUEST FORM MUST BE SIGNED BY ALL PARTIES PRIOR TO REQUESTING COMMITTEE APPROVAL FOR WAIVING OF THE BID PROCEDURE. REQUESTS FORWARDED DIRECTLY TO THE CITY COUNCIL (AND BYPASSING COMMITTEE) MUST BE SIGNED BY ALL PARTIES PRIOR TO REQUESTING CITY COUNCIL APPROVAL. SUCH REQUESTS ARE TO BE OF AN EMERGENCY NATURE WHERE TIME IS OF THE ESSENCE.

City of St. Charles, Illinois
Resolution No. _____

A Resolution Authorizing the Mayor and the City Clerk of the City of St. Charles to Waive the Bid Procedure for 2020/2021 ordering gasoline & diesel Fuel (bio-diesel) per order on an as needed basis, to Al Warren Oil Co, Bell Fuel, Buchanan Energy, Feece Oil, Gas Depot Oil Co, & Parent Petroleum.

**Presented & Passed by the
City Council on _____, 2020**

BE IT RESOLVED by the Mayor and City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, that the Mayor and City Clerk be and the same are hereby authorized to Waive the Bid Procedure for 2020/2021 ordering gasoline & diesel Fuel (bio-diesel) per order on an as needed basis, to Al Warren Oil Co, Bell Fuel, Buchanan Energy, Feece Oil, Gas Depot Oil Co, & Parent Petroleum.

PRESENTED to the City Council of the City of St. Charles, Illinois,
this _____ day of April, 2020

PASSED by the City Council of the City of St. Charles, Illinois this _____ day of
April, 2020

APPROVED by the Mayor of the City of St. Charles, Illinois, this _____ day of
April, 2020

Raymond P. Rogina, Mayor

ATTEST:

City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:

**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: *II

Title:

A Resolution Authorizing the Mayor and the City Clerk of the City of St. Charles to Waive the Bid Procedure & allow “Spot Buying” of Cable & Transformers on as as-needed basis 2020/2021, to Anixter, EESCO, Universal Utility Supply, & RESCO, respectively.

Presenter:

AJ Reineking

Meeting: City Council

Date: April 27, 2020

Proposed Cost: \$ 550,000

Budgeted Amount: \$ 550,000

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

Staff is asking to waive the bid procedure, and allow Inventory to “spot buy” purchases of cable and transformers for FY 20/21 for inventory stock only. Spot buying allows Inventory the competitive comparison of cost on an as needed basis. It is our practice to solicit pricing from at least five vendors/distributors allowing for a competitive price comparison.

Total budgeted amount for general cable is \$50,000; total budgeted amount for the transformers is \$500,000.

Attachments *(please list):*

*Bid Waiver Form *Resolution

Recommendation/Suggested Action *(briefly explain):*

Recommendation to Waive the Formal Bid Procedure and Allow “Spot Buying” of Cable and Transformers on an As-Needed Basis for FY 2020/2021.

REQUEST FOR WAIVING BID PROCEDURE

We request the City Council to waive the bid procedure and accept the quotation (requiring two-thirds City Council vote) submitted by:

Anixter, EESCO, Border States, Universal Utility Supply, and RESCO

For the purchase of: aluminum & copper cable and transformers for inventory stock

At a cost not to exceed: \$50,000 for cable;\$500,000 for transformers

Reason for the request to waive the bid procedure: Annual spot buying allows us to quote for purchases of specific items as they are needed for inventory stock. We solicit quotes from a list of five (5) vendors/distributors in order to provide an adequate cost comparison.

Other Quotations Received: _____

Date: 4/27/20

Requested by: AJ Reineking

Department Director: Peter Suhr

Purchasing Manager: AJ Reineking

THIS REQUEST FORM MUST BE SIGNED BY ALL PARTIES PRIOR TO REQUESTING COMMITTEE APPROVAL FOR WAIVING OF THE BID PROCEDURE. REQUESTS FORWARDED DIRECTLY TO THE CITY COUNCIL (AND BYPASSING COMMITTEE) MUST BE SIGNED BY ALL PARTIES PRIOR TO REQUESTING CITY COUNCIL APPROVAL. SUCH REQUESTS ARE TO BE OF AN EMERGENCY NATURE WHERE TIME IS OF THE ESSENCE.

**City of St. Charles, Illinois
Resolution No. _____**

A Resolution Authorizing the Mayor and the City Clerk of the City of St. Charles to Waive the Bid Procedure & allow “Spot Buying” of Cable & Transformers on as as-needed basis 2020/2021, to Anixter, EESCO, Universal Utility Supply, & RESCO, respectively.

**Presented & Passed by the
City Council on _____, 2020**

BE IT RESOLVED by the Mayor and City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, that the Mayor and City Clerk be and the same are hereby authorized to Waive the Bid Procedure & allow “Spot Buying” of Cable & Transformers on as as-needed basis 2020/2021, to Anixter, EESCO, Universal Utility Supply, & RESCO, respectively.

PRESENTED to the City Council of the City of St. Charles, Illinois,
this _____ day of April, 2020

PASSED by the City Council of the City of St. Charles, Illinois this _____ day of
April, 2020

APPROVED by the Mayor of the City of St. Charles, Illinois, this _____ day of
April, 2020

Raymond P. Rogina, Mayor

ATTEST:

City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:

**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: *IJ

Title:

Recommendation to approve a Resolution Authorizing the Mayor and the City Clerk of the City of St. Charles to Waive the Bid Procedure and Accept the Blanket Switchgear Quote from Federal Pacific for Stock Switchgear for Fiscal Year 2020/21

Presenter:

AJ Reineking

Meeting: City Council

Date: April 27, 2020

Proposed Cost: \$ 80,000

Budgeted Amount: \$ 80,000

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

Staff is seeking approval to waive the bid procedure, and to accept the agreement to purchase switchgears for FY 20/21 for Inventory stock only.

This agreement is from Federal Pacific, through Power One Systems, the primary distributor. The price includes a minimal 1% price increase of the previous year's agreement. Prices will be honored through April of 2021.

The Electric Division has had great reliability with Federal Pacific Switchgear and this is the preferred Switchgear for the utility.

Attachments *(please list):*

*Agreement, Bid Waiver Form *Resolution

Recommendation/Suggested Action *(briefly explain):*

Recommendation to Waive the Formal Bid Procedure and Accept the Blanket Quote from Federal Pacific for Stock Switchgear for Fiscal Year 2020/2021.



Tucker Sharrow - Sales & Application Specialist
 P.O. Box 8200 • Bristol, VA 24203-8200
 (276) 645-8251 • FAX (276) 645-8206
 Tucker.Sharrow@electro-mechanical.com

FP QUOTATION

TO: Jim Chaggaris – Power One
COPY: Tracy Bledsoe – Federal Pacific
DATE: April 8, 2020
SUBJECT: RFQ for St. Charles
 FP Quotation – 537891-2020

TOTAL NUMBER OF PAGES 3 (including this sheet)

<u>Item</u>	<u>Qty</u>	<u>Description</u>
1	TBD	PSE-9-44222-F4-LBI-T399-T799-99 15KV, 95KV BIL, Dead Front, Air Insulated, UL Listed, Pad Mounted Switchgear with two (2) 3-pole 600 amp group operated Auto-jet switches and two (2) 3-phase set(s) of fuse mountings for SMU-20 fuses. Included are: F4 - 304 Stainless steel enclosure (exterior cabinet only) LBI - Load Break Insert (fuse compartments only / Customer installed) T399 - Cable guides in each switch compartment T799 - All switch compartments shall include three (3) – 5/8” holes located in the sill for future installation of fault indicators. The holes shall be in a horizontal pattern and centered in the sill below the compartment. Holes shall be covered by a tamper-proof cover 99 - Hardware shall be stainless steel except for switch and fuse live parts 6 - FP Fuse end fittings Flatbed Shipment Price.....\$ 14,676.00 each

<u>Item</u>	<u>Qty</u>	<u>Description</u>
2	TBD	PSE-10-44400-F4-T399-T799-99 15KV, 95KV BIL, Dead Front, Air Insulated, Pad Mounted Switchgear with four (4) 3-pole 600 amp group operated Auto-jet switches. Included are: F4 - 304 Stainless steel enclosure (exterior cabinet only) T399 - Cable guides in each switch compartment T799 - All switch compartments shall include three (3) – 5/8” holes located in the sill for future installation of fault indicators. The holes shall be in a horizontal pattern and centered in the sill below the compartment. Holes shall be covered by a tamper-proof cover 99 - Hardware shall be stainless steel except for switch and fuse live parts Flatbed Shipment Price.....\$ 16,169.00 each

<u>Item</u>	<u>Qty</u>	<u>Description</u>
3	TBD	<p>PSE-11-44312-F4-LBI-T399-T799-99 15KV, 95KV BIL, Dead Front, Air Insulated, Pad Mounted Switchgear with three (3) 3-pole 600 amp group operated Auto-jet switches and one (1) 3-phase set(s) of fuse mountings for SMU-20 fuses.</p> <p>Included are:</p> <p>F4 - 304 Stainless steel enclosure (exterior cabinet only) LBI - Load Break Insert (fuse compartments only / Customer installed) T399 - Cable guides in each switch compartment T799 - All switch compartments shall include three (3) – 5/8” holes located in the sill for future installation of fault indicators. The holes shall be in a horizontal pattern and centered in the sill below the compartment. Holes shall be covered by a tamper-proof cover 99 - Hardware shall be stainless steel except for switch and fuse live parts 3 - FP Fuse end fittings</p> <p>Flatbed Shipment Price.....\$ 15,519.00 each</p>

Net Adders (If Required):

1.	AS3	<p>12” Stainless steel, base spacer for Item #1 Price.....\$ 800.00 net adder per unit*</p>
2.	AS3	<p>12” Stainless steel, base spacer for Items #2 and #3 Price.....\$ 818.00 net adder per unit*</p>
3.	AS399	<p>12” Stainless steel, adapter base spacer for conversion from live-front pad to dead-front gear for the PSE-9 configuration. Applicable to Item #1 only Price.....\$ 992.00 net adder per unit*</p>
4.	AS399	<p>12” Stainless steel, adapter base spacer for conversion from live-front pad to dead-front gear for the PSE-10 and PSE-11 configurations. Applicable to Items #2 and #3 only. Price.....\$ 1,319.00 net adder per unit*</p>
5.	AS299	<p>6” Stainless steel, adapter base spacer for conversion from live-front pad to dead-front gear for the PSE-9 configuration. Applicable to Item #1 only Price.....\$ 922.00 net adder per unit*</p>
6.	AS299	<p>6” Stainless steel, adapter base spacer for conversion from live-front pad to dead-front gear for the PSE-10 and PSE-11 configurations. Applicable to Items #2 and #3 only. Price.....\$ 1,195.00 net adder per unit*</p>

***Note: Adapter base pricing is valid only if shipped as an integral part of the switchgear. Otherwise, units will ship with freight prepaid and added to the invoice.**

Comments & Clarifications:

1. Elbows are not included as part of our proposal. Inserts are provided where noted.
2. A – C: Units shall be supplied with 600 amp bushings in each switch compartment and 200 amp bushing wells in each fuse compartment.
3. A – C: The Concast box pad numbers as listed are for live-front switchgear. The pad mounted switchgear in our quotation will fit on the box pads as noted below:

Unit Type	Unit Dimensions	Shallow Box	Deep Box
PSE-9	66 ¾ X 75	FC-74-76-20	FC-74-76-36
PSE-10	72 ¾ X 75	FC-74-76-20	FC-74-76-36
PSE-11	72 ¾ X 75	FC-74-76-20	FC-74-76-36

4. A – C: A ground rod of 3/8" copper shall extend across the full width of each door opening for grounding. Ground studs are not applicable to dead-front switchgear.
5. A – C: Cable guide provisions are provided in each switch and fuse compartment.

Prices are firm from April 8, 2020 through April 1, 2021

Shipments can begin to be made in approximately **8-10 weeks** (excluding holidays) after receipt of your formal purchase order, complete with all technical details and data required to release the equipment for manufacture. If a better shipping schedule is required, please consult the factory for review of current manufacturing schedule. When drawing approval is required, the above shipping estimates must be increased by the time necessary for the drawing approval process. Approval drawings (if required) will be submitted 3-4 weeks after receipt of an order. The shipping estimates are subject to change at time of order based on current production backlog.

Freight Terms

- (1) **Freight will be EXW Factory with seller paying freight.**
- (2) The seller will determine the method of transportation and the routing of the shipment. Where the purchaser requires shipment by a method of transportation or routing other than that of the seller's selection, any additional transportation and/or packing expense is to be borne by the purchaser.

All transactions are subject to EMC's Sales Terms and Conditions found at:

<https://www.electro-mechanical.com/sales-terms-and-conditions/>

Please contact your customer service representative if you are unable to access the site listed above.

POWER TO DELIVER

REQUEST FOR WAIVING BID PROCEDURE

We request the City Council to waive the bid procedure and accept the quotation (requiring two-thirds City Council vote) submitted by:

Federal Pacific

For the purchase of: Federal Pacific Switchgear for stock

At a cost not to exceed: Varies- dependent on operational needs of Electric Division

Reason for the request to waive the bid procedure: The Electric Division has chosen to use Federal Pacific for their switchgear. Federal Pacific has increased pricing by 1%.

Other Quotations Received: N/A

Date: 4-27-20

Requested by: AJ Reineking

Department Director: Peter Suhr

Purchasing Manager: AJ Reineking

THIS REQUEST FORM MUST BE SIGNED BY ALL PARTIES PRIOR TO REQUESTING COMMITTEE APPROVAL FOR WAIVING OF THE BID PROCEDURE. REQUESTS FORWARDED DIRECTLY TO THE CITY COUNCIL (AND BYPASSING COMMITTEE) MUST BE SIGNED BY ALL PARTIES PRIOR TO REQUESTING CITY COUNCIL APPROVAL. SUCH REQUESTS ARE TO BE OF AN EMERGENCY NATURE WHERE TIME IS OF THE ESSENCE.

City of St. Charles, Illinois
Resolution No. _____

A Resolution Authorizing the Mayor and the City Clerk of the City of St. Charles to Waive the Bid Procedure and Accept the Blanket Switchgear Quote from Federal Pacific for Stock Switchgear for Fiscal Year 2020/21

**Presented & Passed by the
City Council on _____, 2020**

BE IT RESOLVED by the Mayor and City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, that the Mayor and City Clerk be and the same are hereby authorized to Waive the Bid Procedure and Accept the Blanket Switchgear Quote from Federal Pacific for Stock Switchgear for Fiscal Year 2019/20.

PRESENTED to the City Council of the City of St. Charles, Illinois,
this _____ day of April, 2020

PASSED by the City Council of the City of St. Charles, Illinois, this _____ day of
April, 2020

APPROVED by the Mayor of the City of St. Charles, Illinois, this _____ day of
April, 2020

Raymond P. Rogina, Mayor

ATTEST:

City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: *IK

Title:

Recommendation to approve a Resolution Authorizing the Mayor and the City Clerk of the City of St. Charles to Waive the Bid Procedure and Accept the Blanket Cable Quote from Anixter, Inc., for Okonite Cable for Fiscal Year 2020/21.

Presenter:

AJ Reineking

Meeting: City Council

Date: April 27, 2020

Proposed Cost: \$ 700,000

Budgeted Amount: \$ 700,000

Not Budgeted:

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

Anixter, Inc. of Mattoon, IL supplies Okonite brand-specific cable. As a result of the Agreement with both Anixter, Inc. (distributor), and Okonite (manufacturer), Anixter will extend the current aluminum and copper cable blanket quote through 4/30/21, subject to metals escalation/de-escalation at time of shipment.

Our Electric Utility currently uses Okonite cable as a standard. This cable has proven to be very reliable and the City Inventory stocks the necessary tools and supplies to support Okonite cable.

Attachments *(please list):*

*Bid Waiver Form *Quote *Resolution

Recommendation/Suggested Action *(briefly explain):*

Recommendation to Waive the Bid Procedure and Accept the blanket quote form Anixter, Inc. for Okonite Cable for FY2020/2021

REQUEST FOR WAIVING BID PROCEDURE

We request the City Council to waive the bid procedure and accept the quotation (requiring two-thirds City Council vote) submitted by:

Anixter, Inc.

For the purchase of: aluminum & copper cable

At a cost not to exceed: \$700,000

Reason for the request to waive the bid procedure: This is the result of negotiations with both Anixter, Inc (distributor), and Okonite (manufacturer). All prices are based on metals' escalation invoiced at time of shipment. Our Electric Utility currently uses Okonite cable as a standard. This cable has proven to be very reliable and the city Inventory stocks the necessary tools and supplies to support Okonite cable.

Date: 4/27/20

Requested by: AJ Reineking

Department Director: Peter Suhr

Purchasing Manager: AJ Reineking

THIS REQUEST FORM MUST BE SIGNED BY ALL PARTIES PRIOR TO REQUESTING COMMITTEE APPROVAL FOR WAIVING OF THE BID PROCEDURE. REQUESTS FORWARDED DIRECTLY TO THE CITY COUNCIL (AND BYPASSING COMMITTEE) MUST BE SIGNED BY ALL PARTIES PRIOR TO REQUESTING CITY COUNCIL APPROVAL. SUCH REQUESTS ARE TO BE OF AN EMERGENCY NATURE WHERE TIME IS OF THE ESSENCE.



1100 Old State Road
 PO Box 729
 Mattoon, IL 61938

OKONITE BLANKET 2020

www.anixterpowersolutions.com

Phone: 217.235.0546
 Fax: 217.235.0024

Quotation: U00608437.01

To: **CITY OF ST CHARLES**
200 DEVEREAUX WAY
SAINT CHARLES, IL 60174

Issued Date: **Nov 20, 2019**
 Expiration Date: **Dec 20, 2019**

Attn:
 Phone: **6303774449**
 Fax: **6303774487**

Sales Contact: **Susie Titus**
(P) 217.258.0940
(F) 217.235.0024
susie.titus@anixter.com

Item	CustLine	Product and Description	Quantity	Price	Unit	Extended
1	163-23-3072	1/0 AL 15KV 220M EPR FSF .050	25000	2.280	FT	57,000.00
2	40ALSTR220EPR	WIRE PRIMARY 4/0 AL 15KV 220M EPR 11 PE STC #1084 STD PKG: 2500	50000	2.370	FT	118,500.00
3	162-23-3090	WIRE 350MCM AL 37STR 15KV 220M EPR 1/3 NEUT STC #1085 STD PKG: 2500	20000	3.670	FT	73,400.00
4	140-23-3081	WIRE 4/0 CU 220 MIL 15KV STC #1107 (10,000 FT MIN RELEASE)	10000	6.030	FT	60,300.00
5	140-23-3087	WIRE 350MCM CU 220 MIL 15KV STC #5707 (10,000 FT MIN RELEASE)	10000	9.540	FT	95,400.00
6	140-23-3087	WIRE 350MCM CU 220 MIL 15KV STC #5707 (7500 FT MIN RELEASE)	7500	9.650	FT	72,375.00
7	140-23-9094	WIRE 750MCM CU 220 MIL 15KV STC #6726 (5000 FT MIN RELEASE)	5000	18.420	FT	92,100.00

SECTION TOTAL: \$569,075.00

QUOTE TOTAL: **\$569,075.00**



1100 Old State Road
PO Box 729
Mattoon, IL 61938

OKONITE BLANKET 2020

www.anixterpowersolutions.com

Phone: 217.235.0546
Fax: 217.235.0024

Quotation: U00608437.01

SPECIAL NOTES

PRICING IS VALID FOR SHIPMENTS 05/01/20 THROUGH 04/30/21. SUBJECT TO METALS ESCALATION, DE-
ESCALATION. QUOTED WITH METALS BASES OF:
AL @ 1.35; CU@ 2.75.
LENGTH TOLERANCE: MINIMUM -0%, MAXIMUM +03%

For the latest terms & conditions please visit: <https://www.anixterpowersolutions.com/site/legal/purchase-terms.html>

Anixter Power Solutions offers the industry's most extensive and dynamic portfolio of products, services and solutions for the Public Power, Investor-owned Utilities, Construction and Industrial markets.

November 20, 2019

Mr. Mike Shortall
City of St Charles
Two East Main Street
St Charles, IL 60174

Dear Mike,

Based upon discussions between you, Anixter and the Okonite Company, Anixter as the authorized Okonite distributor for your area, attached is updated blanket pricing for the coming year. Terms and conditions under the original blanket shall remain in effect for shipments scheduled 05/01/20 through 04/30/21, subject to metals escalation/de-escalation.

Sincerely,

Susie Titus
Inside Sales Associate

City of St. Charles, Illinois
Resolution No. _____

A Resolution Authorizing the Mayor and the City Clerk of the City of St. Charles to Waive the Bid Procedure and Accept the Blanket Cable Quote from Anixter, Inc., for Okonite Cable for Fiscal Year 2020/21.

**Presented & Passed by the
City Council on _____, 2020**

BE IT RESOLVED by the Mayor and City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, that the Mayor and City Clerk be and the same are hereby authorized to Waive the Bid Procedure and Accept the Blanket Cable Quote from Anixter, Inc., for Okonite Cable for Fiscal Year 2020/21.

PRESENTED to the City Council of the City of St. Charles, Illinois, this ____ day of April, 2020

PASSED by the City Council of the City of St. Charles, Illinois, this ____ day of April, 2020

APPROVED by the Mayor of the City of St. Charles, Illinois, this ____ day of April, 2020

Raymond P. Rogina, Mayor

ATTEST:

City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:

**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: *IL

Title:

Recommendation to approve a **Resolution** to approve Construction Engineering Agreement for the South 7th Avenue Resurfacing Project with Hampton, Lenzini and Renwick, Inc. in an amount not to exceed \$95,820

Presenter:

Ken Jay

Meeting: City Council

Date: April 27, 2020

Proposed Cost: \$ 95,820

Budgeted Amount: \$ 96,000

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

The City has secured \$500,000 in federal funding toward the resurfacing of S. 7th Avenue. Resurfacing will include the entire limit of S. 7th Avenue, from E. Main Street to Division Street. The proposed project will include curb and gutter repairs, ADA sidewalk improvements, driveway repairs as required, and asphalt pavement milling and resurfacing.

Staff utilized a multi-step process to select the most qualified consultant for the project, first requesting Statements of Interest (SOI) from consulting firms prior to short-listing firms to submit full Statements of Qualifications (SOQ). Seven firms submitted SOIs, and three shortlisted firms submitted SOQs. Staff reviewed SOQs and ranked the firms based on project team experience, firm experience on similar projects, consultant's recognition of project objectives and problems, and approach plan and schedule.

The most qualified consultant, as determined by average weighted ranking of reviewers, is Hampton, Lenzini and Renwick, Inc. (HLR) of Elgin, IL. Hourly rates provided by HLR were consistent with similar construction engineering contracts the City has administered in the past, and project man-hours were successfully decreased by staff during contract negotiation, keeping the contract on budget.

HLR has successfully completed construction engineering services for the City of Elmhurst and Village of Elk Grove in recent years, with both municipalities providing strong recommendations. Staff recommends approving a construction engineering services contract for the S. 7th Avenue to the most qualified consultant, Hampton, Lenzini and Renwick, Inc. of Elgin, IL, in an amount not to exceed \$95,820.

Attachments (please list):

*Resolution

Recommendation/Suggested Action (briefly explain):

Recommendation to approve a Construction Engineering Agreement for the South 7th Avenue Resurfacing Project with Hampton, Lenzini and Renwick, Inc. in the amount of \$95,820.

City of St. Charles, Illinois
Resolution No. _____

**A Resolution to approve Construction Engineering Agreement for the
South 7th Avenue Resurfacing Project with Hampton, Lenzini and
Renwick, Inc. in an amount not to exceed \$95,820**

**Presented & Passed by the
City Council on _____, 2020**

WHEREAS, the City has secured \$500,000 in federal funding toward the resurfacing of S. 7th Avenue.

WHEREAS Staff utilized a multi-step process to select the most qualified consultant for the project;

WHEREAS The most qualified consultant, as determined by average weighted ranking of reviewers, is Hampton, Lenzini and Renwick, Inc. (HLR) of Elgin, IL.

THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, that the Construction Engineering Agreement for the South 7th Avenue Resurfacing Project be awarded Hampton, Lenzini and Renwick, Inc. in an amount not to exceed \$95,820.

PRESENTED to the City Council of the City of St. Charles, Illinois, this__day of April, 2020

PASSED by the City Council of the City of St. Charles, Illinois, this__day of April, 2020

APPROVED by the Mayor of the City of St. Charles, Illinois, this__day of April 2020

Raymond P. Rogina, Mayor

ATTEST:

City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: *IM

Title:	Recommendation to approve a Resolution Authorizing the Mayor and City Clerk of the City of St. Charles to approve a Contract for Traffic Signal Maintenance with Meade, Inc.
Presenter:	Ken Jay

Meeting: City Council Date: April 27, 2020

Proposed Cost: \$ 23,088	Budgeted Amount: \$ 34,000	Not Budgeted: <input type="checkbox"/>
--------------------------	----------------------------	--

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

As part of the annual traffic signal maintenance obligations, the City has bid a two year contract to maintain the following locations:

- Bricher Road & Geneva Commons
- Dunham Road & Fox Chase Boulevard
- Illinois Street & First Street
- Illinois Avenue & Riverside Avenue
- Peck Road & Campton Hills Road
- Prairie Street & First Street (Flashing Beacon Light Only)
- Prairie Street & Riverside Avenue
- Red Gate Road & River Edge Drive
- Smith Road & Wal-Mart/Charlestown Mall

The work performed under this contract generally includes continuous maintenance of the traffic signal system and appurtenances, 24/7 emergency repairs and JULIE locates for traffic signal equipment.

The Traffic Signal Maintenance Contract bids were opened on March 10th. The City received a total of two bids, with the results as follows:

Meade, Inc.	\$23,088.00
H&H Electric	\$43,984.20

The lowest responsible bidder, Meade, Inc. of McCook, IL, has been the City’s traffic signal maintenance contractor for a number of years and staff has been pleased with the services provided. Staff recommends awarding the contract to Meade, Inc. for Traffic Signal Maintenance in the amount of \$23,088 per year for Fiscal Years 20/21 and 21/22.

Attachments *(please list):*

*Resolution

Recommendation/Suggested Action *(briefly explain):*

Recommendation to approve a Traffic Signal Maintenance Contract with Meade, Inc. in the amount of \$23,088.

City of St. Charles, Illinois
Resolution No. _____

A Resolution Authorizing the Mayor and City Clerk of the City of St. Charles to approve a Contract for Traffic Signal Maintenance with Meade, Inc.

**Presented & Passed by the
City Council on _____, 2020**

BE IT RESOLVED by the Mayor and City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, that the Mayor and City Clerk be and the same are hereby authorized to approve a Contract with Meade, Inc. for Traffic Signal Maintenance in the amount of \$23,088.

PRESENTED to the City Council of the City of St. Charles, Illinois, this _____ day of April, 2020

PASSED by the City Council of the City of St. Charles, Illinois, this _____ day of April, 2020

APPROVED by the Mayor of the City of St. Charles, Illinois, this _____ day of April, 2020

Raymond P. Rogina, Mayor

ATTEST:

City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: *IN

Title: Recommendation to approve a Resolution to Award the Bid for Well # 9 Electrical Improvements and Generator Replacement to Newcastle Electric, Inc. in the amount of \$177,250

Presenter: Tim Wilson

Meeting: City Council

Date: April 27, 2020

Proposed Cost: \$ \$177,250

Budgeted Amount: \$ 214,200

Not Budgeted:

Executive Summary (if not budgeted please explain):

This project is the replacement of a nonoperational generator and repair of electrical grounding issues at the Well #9 site which is located on north IL Rt. 25, near the intersection of Sunset Drive. The replacement of this generator and additional electrical repairs are critical in sustaining well operation. The Well # 9 site is one of the City’s largest water producers, running nearly 24 hour a day.

On February 28th, the City opened (3) bid proposals. The design engineering team of Trotter and Associates, along with City Staff reviewed the submitted bids. The apparent low bidder is Newcastle Electric and the submitted cost of the project is within the engineering estimate; all reference checks have come back satisfactory. The City has past experience with Newcastle; in 2018 they completed three electrical motor control panels at the Well #8 site and their work on the project was completed on time and within the contract terms.

City staff recommends moving forward with the lowest bidder, Newcastle Electric, Inc.

The three bids received by the city were:

Bidders	Bid Amount
Newcastle	\$ 177,250
Frank Marshall	\$ 187,660
Leydon Electric	\$ 215,527

Attachments (please list):

* Newcastle Electric Inc. Bid *Resolution

Recommendation/Suggested Action (briefly explain):

Recommendation to award the bid to Newcastle Electric, Inc. for the Well # 9 Electrical Improvements and Generator Replacement in an amount of \$177,250.

SECTION 00 42 13 – PROPOSAL FORM

To the City of St. Charles, Illinois:

1.1 Proposal of (Name and Address of Bidder) NEWCASTLE ELECTRIC INC
1505 INDUSTRIAL DR, ITASCA IL 60143
for the improvements designated in Paragraph A below for including:

A. The proposed improvement consists primarily of the following:

B. Demolition:

1. Remove Existing Standby Generator reinforced concrete pad, junction box and appurtenances.
2. Remove Existing Enclosed Transfer Switch.
3. Remove Existing CT Cabinet
4. Remove certain electrical and grounding connections as indicated.

C. New Construction:

1. Extend existing generator conduits to appropriate stub-up location and construct new reinforced concrete generator pad.
2. Furnish and install new 350 KW diesel generator, automatic transfer switch, new CT cabinet with main breaker, new ground triad, and pull new conductors for generator, and correct grounding and bonding in accordance with NEC and the engineering plans.
3. Provide services of an integrator to establish connection of alarms and indications to existing PLC based control panel and SCADA integration.
4. Provide factory representative to commission and test new equipment, and train City staff on operation and maintenance of the new equipment.

The plans for the proposed improvement are those prepared Trotter and Associates, Inc., 40W201 Wasco Road, Suite D, St. Charles, Illinois 60175. Said plans are designated as Engineering Plans for "Well No. 9 Electrical Improvements – City of St. Charles, Illinois" and which cover the work described in Paragraph 1 above for the lump sum price of:

Lump Sum Price (in words) ONE HUNDRED SEVENTY SEVEN THOUSAND
TWO HUNDRED FIFTY Dollars and ZERO Cents.

Lump Sum Price (in figures) \$ 177,250.00

1.2 In submitting this Proposal, the undersigned acknowledges receipt of Addendum No.'s _____ through _____ (inclusive).

- 1.3 In submitting this Proposal, the undersigned declares that the only persons or parties interested in the Proposal as principals are those named herein and that the Proposal is made without collusion with any person, firm or corporation.
- 1.4 The undersigned further declares that he has carefully examined the Proposal, Plans, Specifications, Agreement and Contract Bond included in the Specifications and Special Provisions, and that he has inspected in detail the site of the proposed work, and that he has familiarized himself with all of the local conditions affecting the Contract and the detailed requirements of construction, and understands that in making this proposal, he waives all right to plead any misunderstanding regarding the same.
- 1.5 The undersigned further understands and agrees that, if this proposal is accepted, he is to furnish and provide all necessary machinery, tools, apparatus and other means of construction, and to do all of the work, and to furnish all of the materials specified in the contract, except such materials as are to be furnished by the OWNER in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth.
- 1.6 The undersigned further agrees to execute a contract for this work and present the same to the OWNER within ten (10) days after the date of notice of the award of the contract to him.
- 1.7 The undersigned further agrees that he and his surety will execute and present within ten (10) days after the date of notice of the award of contract, a contract bond satisfactory to and in the form prescribed by the OWNER, in the penal sum of the full amount of the contract, guaranteeing the faithful performance of the work in accordance with the terms of the contract.
- 1.8 The undersigned further agrees to begin work not later than ten (10) days after the execution and approval of the Contract and Contract Bond, and receipt of "Notice to Proceed" unless otherwise authorized or directed by the OWNER and to prosecute the work in such manner and with sufficient materials, equipment, and labor as will insure its completion within the time limit specified herein, it being understood and agreed that the completion within the time limit is an essential part of the contract. The undersigned agrees to submit a schedule for the work with this proposal, which will be the basis for date of substantial and final completion. Under no circumstances shall final completion of the work not be achieved within **Three Hundred (300)** calendar days after the date of the "Notice to Proceed", unless additional time shall be granted by the ENGINEER in accordance with the provisions of the specifications. In case of failure to complete the work within the time named herein or within such extra time as may have been allowed by extensions, the undersigned agrees that the OWNER shall withhold, from such sums as may be due him under the terms of this contract, the costs set forth in the specifications, which costs shall be considered and treated not as a penalty, but as damages due the OWNER from the undersigned by reason of inconvenience to the OWNER added cost of Engineering and supervision, additional finance charges, and other items which have caused an expenditure of OWNER's funds resulting from the failure of the undersigned to complete the work within the time specified in the contract.
- 1.9 The following Project Milestones shall be achieved: (to be completed by Contractor and submitted with his Bid)
1. Completion of all work, including of installation of Automatic Transfer Switch, CT-Main cabinet, new generator pad, conduit modifications and conductors and all other work except for delivery and installation of Engine Generator 120 calendar days after Notice to Proceed.

2. Completion of installation and startup of Engine Generator 210 days after Notice to Proceed.
 3. Submission of O&M manuals, staff training, and submission for Final Payment 280 days after Notice to Proceed.
- 1.10 Provisions for Liquidated Damages are set forth in the Agreement.
 - 1.11 If this proposal is accepted and the undersigned shall fail to execute a Contract and Contract Bond as required herein, it is hereby agreed that the amount of the bond, check or draft shall become the property of the OWNER and shall be considered as payment of damages due to delay and other causes suffered by OWNER because of the failure to execute said Contract and Contract Bond; otherwise said bond, check or draft shall be returned to the undersigned.
 - 1.12 By submission of the Bid, each bidder certifies, and in the case of a joint bid each party thereto certifies as to his or her own organization, that in connection with the bid.
 - A. The prices in the bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
 - B. Unless otherwise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by the bidder, prior to opening, directly or indirectly to any other bidder or to any competitor; and
 - C. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.
 - 1.13 Each person signing the bid shall certify that:
 - A. He or she is the person in the bidder's organization responsible within that organization for the decision as to the prices being bid and that he or she has not participated, and will not participate, in any action contrary to paragraph 12.A through 12.C above; or
 - B. He or she is not the person in the bidder's organization responsible within that organization for the decision as to the prices being bid but that he or she has been authorized to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to paragraph 12.A through 12.C above, and as their agent shall so certify. He or she shall also certify that he or she has not participated, and will not participate, in any action contrary to paragraph 12.A through 12.C above.
 - 1.14 By submission of the Bid, each bidder certifies, and in the case of a joint bid each party thereto certifies as to his or her own organization, that wages paid in connection with the Project shall be paid at prevailing rates not less than those prevailing under the Illinois Prevailing Wage Act. Bidder further certifies that the provisions contained in SECTION 00 43 43 -WAGE RATES FORM will be exercised in the performance of any contract resulting from this Bid.

BID SECURITY

**TO SATISFY THE REQUIREMENTS FOR ELECTRONIC SUBMISSION
ATTACH COPY OF BANK DRAFT, BANK CASHIER'S CHECK OR CERTIFIED CHECK HERE**

**TO SATISFY THE REQUIREMENTS FOR TIMELY SUBMISSION
SUBMIT THE ORIGINAL BANK DRAFT, BANK CASHIER'S CHECK OR CERTIFIED CHECK
NO LATER THAN END OF BUSINESS ON THE DUE DATE TO THE PROCUREMENT DIVISION
MANAGER; CITY HALL; 2 EAST MAIN STREET;- ST. CHARLES, IL 60174.**

It shall be enclosed within a sealed envelope and reference the number and name of this solicitation.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

(If an Individual) Signature of Bidder: _____ (SEAL)

Business Address: _____

(If a Co-partnership) Firm Name _____ (SEAL)

Signature of Bidder _____

Business Address: _____

(Insert Names and addresses of all members of the Firm)

(If a Corporation) Corporate Name NEWCASTLE ELECTRIC INC (SEAL)

Signature Theresa Maloney
President

Attested by: Theresa Maloney
Secretary

Business Address 1505 INDUSTRIAL DR
ITASCA IL 60143

(Insert Names of Officers) President THERESA MALONEY

Secretary THERESA MALONEY

Treasurer JOSEPH MALONEY

Certification of Compliance

(A) The undersigned certifies that, pursuant to the **Equal Opportunity Employer** provisions of Section 2000(e) of Chapter 21, Title 42 of the United States Code and Federal Executive Order No. 11246 as amended by Executive Order No. 11375, the bidder is compliant with all Equal Employment Opportunity Commission ("EEOC") requirements.

(B) The undersigned certifies that, pursuant to the **Illinois Human Rights Act** provisions of Section 775 ILCS 5/2-105, the bidder complies with and certifies that it is in compliance with all equal employment practice requirements contained therein, and that it has adopted a written sexual harassment policy that meets the minimum requirements.

(C) The undersigned certifies that, pursuant to the **State of Illinois Law** provisions of Section 720 ILCS 5/33E prohibiting Bid-rigging or Bid-rotating, the bidder is not barred from bidding on this project, or entering into a contract for this project.

(D) The undersigned certifies that, pursuant to the **Illinois Department of Revenue Tax Laws** provisions of Section 65 ILCS 5/11-42.1-1, the bidder is not barred from doing business with any unit of local government in the State of Illinois as a result of a delinquency in payment of any taxes unless the bidder is contesting, in accordance with the procedures established by the appropriate statute, its liability for the tax or the amount of the tax.

(E) The undersigned certifies that, pursuant to the **Illinois Drug Free Workplace Act** provisions of Section 30 ILCS 580/3, the bidder deposes states and certifies that it will provide a drug free workplace, inclusive of all satellite locations as well as the City of St. Charles sites.

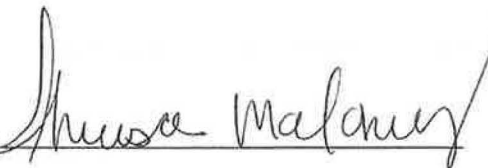
(F) The undersigned certifies that, pursuant to the **Illinois Prevailing Wage Act** provisions of Section 820 ILCS 130/0.01 et seq, the bidder, when required, is in compliance with all requirements of, including provisions as to wages, medical and hospitalization insurance and retirement benefits for those trades covered in the Act. Pursuant to **Illinois Public Act** provisions of Section 94-0515 and all provisions of the **Employee Classification Act**, provisions of Section 820 ILCS 185/1 et seq., said bidder agrees to submit certified payroll records as required.

(G) The undersigned certifies that, pursuant to the **Employment of Illinois Workers on Public Works Act** provisions of Section 30 ILCS 570/0.01, et seq., the bidder is in compliance with all requirements. Furthermore, the bidder certifies that it will demonstrate a good faith effort toward providing equal employment opportunities for City of St. Charles residents to work as crafts persons, consistent with the racial, ethnic, and gender demographics of the City's labor force.

(H) The undersigned certifies that, pursuant to the **National Security/USA Patriot Act** as defined in Presidential Executive Order 13224, the bidder and all affiliated parties, are not working for or with, nor acting on behalf of, a Specially Designated National and Blocked Person.

(I) The undersigned certifies that they have not colluded with or participated in any **unethical practices** with any person, firm or employee of the City of St Charles which would in any way be construed as an unethical business practice.

Company Name NEWCASTLE ELECTRIC INC Signature



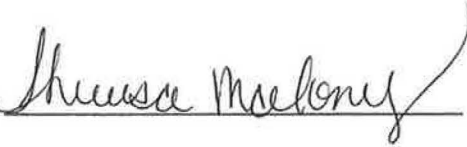
Date 2-28-2020

Check One:

There are no conflicts of interest and in the event that a conflict of interest is identified anytime during the duration of this award, or reasonable time thereafter, you, your firm or your firm's ownership, management or staff will immediately notify the City of St. Charles in writing.

There is an affiliation or business relationship between you, your management or staff, your firm or your firm's ownership, and an employee, officer or elected official of the City of St. Charles who makes recommendations to the City of St. Charles with respect to expenditures of money, employment, and elected or appointed positions. Provide on a separate letter included with your response any and all affiliations or business relationships that might cause a conflict of interest or any potential conflict of interest. Include the name of each City of St Charles affiliate with whom you, your firm or your firm's ownership, management or staff has an affiliation or a business relationship.

Company Name Newcastle Electric Inc Signature



Date 2-28-2020

**City of St. Charles, Illinois
Resolution No. _____**

**A Resolution to Award the Bid for Well # 9 Electrical Improvements
and Generator Replacement to Newcastle Electric, Inc. in the
amount of \$177,250**

**Presented & Passed by the
City Council on _____, 2020**

WHEREAS, bids for the Well #9 Electrical Improvements and Generator Replacement were received on February 28, 2020;

WHEREAS, the City received a total of three (3) bids for this project, with Newcastle Electric, Inc. being the lowest responsive, responsible bidder.

THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, that the Bid for the Well #9 Electrical Improvements and Generator Replacement be awarded to Newcastle Electric, Inc. in the amount of \$177,250.

PRESENTED to the City Council of the City of St. Charles, Illinois, this__day of April, 2020

PASSED by the City Council of the City of St. Charles, Illinois, this__day of April, 2020

APPROVED by the Mayor of the City of St. Charles, Illinois, this__day of April, 2020

Raymond P. Rogina, Mayor

ATTEST:

City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: *IO

Title:

Recommendation to approve a Resolution to Approve Professional Service Agreement for Well #7 and #13 Interconnection Project to Trotter and Associates, Inc. in the amount of \$867,000

Presenter:

Tim Wilson

Meeting: City Council

Date: April 27, 2020

Proposed Cost: \$867,000

Budgeted Amount: \$948,010

Not Budgeted:

Executive Summary (if not budgeted please explain):

As part of the 2018 Water Master Plan, two critical issues were identified. The first was a city-wide capacity issue and the second was the Well # 7 (see attached map) building condition. City staff reviewed several alternatives to both concerns. As a result of these studies, it has been determined that the City could address both the well site and the short-term capacity concerns by combining Well # 7 with the existing treatment plant at Well #13. By doing so, the City would save about \$1.2 million dollars compared to rehabilitating the existing Well # 7 site.

The design portion of the Water Treatment project is budgeted for this year. The existing City-wide water treatment facilities functions at a 0.31 million gallons a day (MGD) capacity deficiency. This project will increase the system wide capacity by 2.1 MGD, aiding to serve developments within the City and greatly reducing the existing capacity deficiency. Additional long-term projects will need to be considered in the future to meet the projected 2030 capacity deficiency of 4.07 MGD.

The Interconnection of Well # 7 and Well #13 will require the completion of several piping reconfigurations. Additional Iron treatment filtration will be added to the Well #13 building. The Well #7 pump will be replaced to meet new head conditions and several electrical and control upgrades will also occur. Sewer line replacement will aid in a local lift station to reach its capacity. The last portion of the project will include demolishing the existing Well # 7 building that was originally constructed in 1965. Design of this project is expected to take a full year with completion near April of 2022. Construction bid advertisements are anticipated to go out the beginning of FY21/22.

The funding source of this project is the Water Infrastructure Loan Program and requires a two-step process for Engineering Procurement based on the qualifications selection. The first step of this process is to issue a Request for Qualifications (RFQ). On December 20, 2019 the City received three (3) RFQ submissions. City staff evaluated the RFQ submittals and ranked the firms based on the standard criteria.

The second step of the process is negotiating the contract and scope of work. The City started the negotiating phase in March 2020. The proposed engineering contract for the project includes Design Services, IEPA loan application, bid process, contractor negotiations and construction phase oversight; budgeting for this project extends over the next three years. Staff recommends to approve and award the engineering contract in its entirety to Trotter and Associates with final funding approved annually as part of the budget approval process.

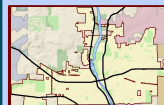
The engineering fees associated with this project are based on cumulative hourly rates not to exceed total project cost. Based on the complexity and size of the project, the proposal rates provided are comparable to several other Environmental Services projects. The City attorney has reviewed the contract and the recommended changes made.

Attachments (please list):

* Site Map * Well # 7 & 13 Interconnection Project Professional Services Agreement * Resolution

Recommendation/Suggested Action (briefly explain):

Recommendation to approve Professional Services Agreement for Well #7 & Well #13 Interconnection Project to Trotter and Associates for \$867,000 and a Resolution authorizing the Mayor and City Staff to execute the same on the behalf of the City of St Charles.



Data Source:
City of St. Charles, Illinois
Kane County, Illinois
DuPage County, Illinois
Projection: Transverse Mercator
Coordinate System: Illinois State Plane East
North American Datum 1983
Printed on: April 15, 2020 04:33 PM



This work was created for planning purposes only and is provided as is, without warranty of any kind, either expressed or implied. The information represented may contain proprietary and confidential property of the City of St. Charles, Illinois. Under United States Copyright protection laws you may not use, reproduce, or distribute any part of this document without prior written permission. To obtain written permission please contact the City of St. Charles at Two East Main Street, St. Charles, IL 60174.
Powered by Precision GIS



April 1st, 2020

Mr. Tim Wilson
 Public Works Manager
 Environmental Services
 1405 S. 7th Avenue
 St. Charles, Illinois 60174

Re: Well #7 & 13 Interconnect Project
 Professional Services Letter Agreement and Exhibits

Dear Mr. Wilson,

Trotter and Associates, Inc. (ENGINEER) is pleased to provide professional services to the City of St. Charles (CLIENT) for the Well #7 & 13 Interconnect Project (hereinafter referred to as the “PROJECT”).

Project Background

The City of St. Charles water supply and storage system consists of seven wells, three water treatment facilities, a 300,000-gallon spheroid water tower, a 1,500,000-gallon spheroid water tower, a 1,000,000-gallon Hydropillar water tower, and several ground storage reservoirs with booster stations. As with most municipal water supplies, the existing infrastructure has been constructed over several decades and the components within the system vary in age. The City of St. Charles follows a rigorous maintenance program for the wells, towers and distribution system to ensure reliability of the infrastructure.

The City’s Wells and Water Towers have been strategically placed throughout the City’s service area, and source water is supplied by two distinct aquifers. Well #7, 9, 11 and 13 are supplied by a shallow sand and gravel aquifer commonly known as the St. Charles Aquifer. Wells #3, 4, and 8 are supplied by a deep aquifer known as the Galesville Aquifer. Presently, Well #7 has been removed from daily service and Well #11 is throttled.

Production is set at current levels at each well for a specific reason – chlorination capacities, elevated iron levels, pump curve limitations, and physical age of the well pumps themselves. It should be noted that the current operational strategy is designed to *produce the highest quality of water possible* by maximizing use of wells that produce the highest quality water. Well #7 is run as infrequently as possible due to the age of the filtration facility and high iron concentrations in the source water. To meet maximum day demands the City can utilize this well, however it is in need of significant upgrades or replacement.

Year	Future Demands and Supply Capacities (from 2018 Master Plan)				
	Max Demand (MGD)	Total Supply (MGD)	Total Deficiency (MGD)	Firm Supply (MGD)	Firm Deficiency (MGD)
2018	9.74	11.59	0.00	9.43	0.31
2023	12.10	11.59	0.51	9.43	2.67
2030	13.50	11.59	1.91	9.43	4.07
2040	14.60	11.59	3.01	9.43	5.17

CLIENT Initial _____

TAI Initial _____



Well #7 Water Treatment Facility

Located on Randall Road just north of the intersection with Illinois Route 64, Well #7 provides water to the outer service area. Constructed in 1965, Well #7 is supplied by a shallow sand and gravel aquifer commonly known as the St. Charles Aquifer. The well depth is 175 feet with a pump setting at 110 feet.

As shown in the water quality table below, Well #7 has concentrations of metals such as iron and manganese at or above the Maximum Concentration Level set by the US EPA. This facility is designed to reduce these concentrations below the MCL through aeration and filtration. The well also displays very high hardness levels in its influent water of around 530 mg/L.

Well #7 and the associated water treatment facility have been upgraded and rehabilitated a number of times. Most recently, this facility was the subject of a Well #7 & 13 Interconnect Evaluation completed by Trotter and Associates in 2017, as well as the Water Master Plan completed by Trotter and Associates in 2019. Both documents outlined several alternatives for returning Well #7 to service, ranging from a full replacement of the existing treatment facility, to demolishing the existing facility and conveying water to a centralized treatment plant.

Well #7	Influent	MCL
Hardness (mg/L)	530	N/A
Iron (mg/L)	2.70	0.30
Manganese (mg/L)	0.05	0.05

Well #13 / Oak Street Water Treatment Facility

Well #13 is located on the west side of the community on Oak Street just south of Illinois Route 64. The well site was identified in the 1980's as a potential water supply site for the City and was annexed in the early 1990's as part of the West Gateway annexation. Based on test drilling and analysis performed, it was anticipated that the water quality at Well #13 would be very similar to the water quality at Well #7 and would therefore require iron removal. The City elected to construct a new well and iron removal facility on the site to provide additional capacity to the Outer Zone.

Designed by Trotter and Associates, the Oak Street Water Filtration Facility was constructed in 2003 providing the City the ability to produce 1,500 gpm of treated water. Well #13 draws water from the St. Charles Aquifer with a well depth of 156 feet and a pump setting at 120 feet below grade. The well pumps raw water to the filtration facility where it is combined with chlorine and potassium permanganate solutions to oxidize the iron in the raw water. Flow is then split between two, two-cell horizontal pressurize filters, which completes the removal of iron by filtering out the oxidized iron through greensand filter media. Once the water has been filtered, fluoride and chlorine are injected.

The water treatment facility was designed not only to treat the capacity of the new well on-site, but also allow for future expansion. The building was designed to accommodate water softening equipment in the existing work room/garage. Furthermore, the site is designed such that a duplicate of the Oak Street Treatment Facility could be constructed directly west of the existing facility. **The intent of these provisions was to allow Well #7 to pump direct to the Oak Street site for treatment and/or softening in the future.**



CLIENT Initial _____

TAI Initial _____



Project Understanding

The 2018 Water Master Plan identified the rehabilitation of Well #7 as a critical capital project to maintain adequate supply capacity. Additionally, permitted and planned development within the City will require an expansion of supply capacity over the next ten years. The 2017 Well #7 & 13 Interconnection Evaluation and the 2018 Water Master Plan reviewed a number of alternatives for long-term production and treatment at Well #7. These alternatives included rehabilitation of Well #7 at the existing site, construction of a new treatment or pumping to the Oak Street Treatment Facility as follows:

5. *Alternative #1 – Well #7 Partial Rehabilitation (\$5.0M)*

This alternative includes the replacement of the well pump and booster pumps, piping reconfiguration, replacement of the filter equipment, filter media, and rehabilitation of electrical and controls systems. The existing building and structure is maintained, and no exterior improvements would be made. Additionally, the exterior façade is in poor condition and delaminating. This would require a removal and replacement with a new exterior system.

6. *Alternative #2 - Well #7 Full Reconstruction (\$6.5M)*

This alternative includes the replacement of the well pump and booster pumps, complete reconstruction of the existing water treatment facility, piping reconfiguration, replacement of the filter equipment, filter media, and rehabilitation of electrical and controls systems. The existing reservoir is maintained, but all concrete above grade is replaced, including filter cell basins.

7. *Alternative #3 - Interconnection with Additional Treatment Capacity in Oak Street (\$5.3M)*

This alternative includes piping reconfiguration at both Well #7 and 13 to allow for the interconnection of these two wells. Additional filtration capacity would be constructed at the Well #13/Oak Street site within the existing work room/garage, submersible pumping of backwash within the holding tank (lift station), the replacement of the well pump at Well #7 with an increased head condition, as well as updating of the electrical and controls systems. This alternative also includes the demolition of the Well #7 treatment facility.

8. *Alternative #4 - Interconnection with Additional Treatment Capacity in New Building (\$9.5M)*

This alternative includes the replacement of the well pump with an increased head condition, a new Water Treatment Facility directly west of Well #13 that is similar to the existing Oak Street Facility, piping reconfiguration at both Well #7 and 13 to allow for the interconnection, and updating of the electric and controls systems. This alternative also includes the demolition of the Well #7 treatment facility.

Ultimately, the City elected to proceed with Alternative #3 – Interconnection of the two wells with additional treatment capacity in the existing Oak Street Treatment Facility. This will eliminate the Well #7 treatment facility structure from the Randall Road frontage, and reduce operations and maintenance labor in maintaining two separate facilities. It is understood that the Interconnection project will begin with a Preliminary Engineering Report which will evaluate outstanding items. This phase will be a collaborative effort with Staff to gain consensus on the vision for the project before moving into design.

CLIENT Initial _____

TAI Initial _____



Scope of Services

The Well #7 and 13 Interconnection project has a well-defined scope, with several options to be considered by the City. The most significant of these is the utility-scale softened water alternative, which would represent a significant increase in the scope of the design and construction. The following scope was developed based on the Request for Qualifications, with man hours estimated for each task item. The total hours estimated can also be found in attached Exhibit F.

General Tasks

1. Schedule and facilitate a project Kick off Meeting with City staff.
2. Evaluate and determine the project schedule to meet required EPA timeframe.
3. Schedule and facilitate a minimum of monthly meetings over the design schedule.
4. Schedule site visits to City facilities.
5. Review existing City documentation that may be appropriate to project.
6. Provide monthly status reports on; project progress, tasks accomplished in previous month, action items for upcoming month, and project budget.
7. Provide recommendations to offsite improvement and operational impacts
8. Submit draft versions of design at 60%, 95%, and final completion.

Scott: 32 hrs
Chris: 84 hrs
Aaron: 12 hrs
Mark: 112 hrs

Preliminary Engineering Report

1. Meet with City staff to discuss building site locations. Provide the City with alternative to address the site constraints, operational needs, pedestrian safety, traffic routing, or changes in driveway/roadway configurations.
2. Present the single concept designs and cost to City staff and receive direction.
3. Prepare a preliminary engineering report consistent with the Illinois EPA Facilities Planning Submittal Checklist for use in Evaluation for Low Interest Loan Funding.
4. Conduct a minimum of five meetings with staff (and vendors) to review design and equipment selection
5. Conduct site visits as needed for conceptual layouts with the selected technology.
6. Develop conceptual site plan with layout of proposed structures, traffic routing, conceptual piping, and sequence of construction to keep existing system in operation during construction
7. Based on the conceptual design, prepare conceptual cost estimate for the proposed improvements.

Scott: 24 hrs
Chris: 54 hrs
Aaron: 28 hrs
Mark: 76 hrs

Preparation of IEPA Low Interest Loan Application

1. Prepare and Submit Low Interest Loan Pre-Application.
2. Develop and submit planning documents as required by the IEPA.
3. Complete necessary documents for the IEPA for City's approval and signatures.
4. Act as liaison between the IEPA Project Manager and the City to address the IEPA Low Interest Loan package, review comments and correspondence.
5. Work with the City to develop the required ordinances/resolutions required for the Low Interest Loan.
6. Incorporate IEPA required contract documents into the project specifications.

Scott: 2 hrs
Chris: 4 hrs
Jillian: 70 hrs
Mark: 8 hrs

CLIENT Initial _____

TAI Initial _____



Preliminary Design Phase

1. Meet with City on a bi-weekly basis to determine design layout details for the project.
2. Make measured drawings of and investigate existing conditions or facilities, or to verify the accuracy of as-built drawings or other information furnished by the City.
3. Make necessary field surveys and topographic for design purposes.
4. Complete preliminary plans and specifications to 25% level, including process design to the 50% level.
5. Schedule 25% Progress Review Meeting.

Scott: 48 hrs
Chris: 96 hrs
Aaron: 48 hrs
Mark: 162 hrs

Design and Development

1. Based on the approved Preliminary Design Phase, prepare Preliminary Engineering Plans and Specifications to show the scope, extent and character of the work to be furnished and performed by the Contractor for the proposed modifications to the existing aeration system and layout. Include the following but is not limited to these drawings.
 - a. General Construction Details and Notes
 - b. 90% Site Civil Drawings showing roadway, pathway improvements, underground utilities, process piping, site grading and landscaping if applicable.
 - c. 90% Demolition drawings showing existing structures and utilities to be removed if applicable
 - d. 60% Architectural drawings including layout and elevation views
 - e. 60% Structural drawings including layout and section views
 - f. 90% Process drawings including the equipment layout, valves, meters and process piping
 - g. 60% Electrical Drawings depicting power distribution requirements within the proposed improvements.
 - h. 60% Instrumentation drawings depicting the scope and extent of the proposed control system.
 - i. 60% Project specifications with all process equipment selected in accordance with the 32 / 64 Division CSI Format.
2. Coordinate with Sub-consultants and other engineers including the City's SCADA coordinator of Concentric Integration; as required to deliver the drawings and specifications indicated in Item 4.a.
3. Advise City if additional reports, data, information, or testing services are necessary and assist City in obtaining such reports, data, information, or services.
4. Based on the information contained in the Preliminary Design Phase documents, submit a revised opinion of probable Construction Cost and any adjustments to Total Project Costs known to Engineer.
5. Furnish the Design Development Phase documents to and review with the City.
6. Submit to the City revised opinion of probable Construction Cost within 60 days after authorization to proceed with this phase.

Scott: 36 hrs
Chris: 60 hrs
Aaron: 24 hrs
Mark: 116 hrs

CLIENT Initial _____

TAI Initial _____



Final Design Phase

1. Based on the approved Design Development, prepare Final Engineering Plans and Specifications to show the scope, extent and character of the work to be furnished and performed by the Contractor. Include the following but is not limited to these drawings.
 - a. General Construction Details and Notes
 - b. Site Civil Drawings showing roadway, storm water management, process piping, underground utilities & site restoration
 - c. Demolition drawings if needed including plans, sections, details and schedules detailing existing structures and utilities to be removed
 - d. Architectural drawings including floor plans, roof plans, elevation views, sections, details and schedules for any proposed structures.
 - e. Structural drawings including plans, sections, details and schedules for construction of the foundations and slabs
 - f. Process drawings including the plans, sections, details and schedules for equipment and process piping
 - g. Electrical Drawings depicting lighting, controls and power distribution plans, elevations, and schedules
 - h. Instrumentation drawings depicting the scope and extent of the proposed control system.
 - i. Project specifications in accordance with the 32/64 Division CSI Format or recommended alternative.
 - j. Develop other documents necessary to bid the project.
2. Submit final engineering plans and specifications to Illinois EPA for construct and operate permit.
3. Prepare an updated opinion of probable cost, based on the Final Engineering Plans.
4. Provide 95% complete plans to the City, City's SCADA coordinator and effected agencies for review and approval.
5. Make revisions to the plans to incorporate changes required by reviewing agencies.
6. Acquire permits through all pertinent jurisdictional agencies.
7. Complete 100% drawings to satisfaction of appropriate permitting bodies.

Scott: 12 hrs
Chris: 64 hrs
Aaron: 38 hrs
Mark: 104 hrs

Bidding and Negotiating Phase

1. Assist City in advertising for and obtaining bids or negotiating proposals for the Work.
2. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
3. Attend the Bid opening, prepare Bid tabulation sheets, and assist the City of St. Charles in evaluating Bids or proposals and in assembling and awarding contracts work.
4. Participate in any negotiations or clarification discussion.
5. Furnish and supply drawings and project specification copies as required.

Scott: 8 hrs
Chris: 20 hrs
Mark: 40 hrs

CLIENT Initial _____

TAI Initial _____



Construction Phase

1. Consult with the City and act as the City's representative during construction.
2. Provide full-time field engineering services (resident project representative) during the duration of construction activities.
3. Assist the City in the selection of an independent testing laboratory to perform all necessary testing and inspections required during construction.
4. Prepare and participate in Pre-Construction meeting prior to commencement of Work.
5. As appropriate, establish baselines and benchmarks for locating the work, which in the Engineer's judgments are necessary to enable Contractor to proceed.
6. Collect all GIS data for City as defined in the City's GIS requirements.
7. Make additional visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, in order to observe as and experienced and qualified design professional the progress and quality of the Work.
8. Recommend to the City, if necessary, that Contractor's work be disapproved and rejected while it is in progress.
9. Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work.
10. Recommend Change Orders and Work Change Directives to the City, as appropriate, and prepare Change Orders and Work Change Directives as required.
11. Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
12. Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.
13. Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents.
14. Provide weekly reports to City staff on status of construction, hours spent on site.

Scott: 40 hrs
Chris: 458 hrs
Aaron: 166 hrs
Mark: 2004 hrs

Contractor's Completion Documents

1. Receive and review maintenance and operating instructions, schedules, warranties, and guarantees.
2. Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Document's, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data. Engineer shall transmit these documents to the City.
3. After notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with City and Contractor, conduct an inspection to determine if the Work is Substantially Complete.
4. Prepare and furnish to the City Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.
5. Preparation of operation and maintenance manuals and transmit to the City.

Scott: 12 hrs
Chris: 20 hrs
Mark: 80 hrs

CLIENT Initial _____

TAI Initial _____



Project Schedule

The project start date will be dependent on contract approval at the Government Services Committee and City Council. For the purposes of this schedule, it is anticipated that the project will begin in the new fiscal year, May 1st, 2020. The following project schedule has been developed based on expected design durations and in strict accordance with Illinois EPA Low-Interest Loan schedule requirements. The City intends to fund the project through the SRF program during the State's fiscal year FY2022 beginning July 1st, 2021. This target bid date requires that all permits and loan application be submitted no later than March 1st, 2021, resulting in a 10-month design duration.

The Project Planning Documents were submitted to the Illinois EPA by Trotter and Associates on December 12th, 2019 and is currently under review. Upon approval of these documents, TAI will compile necessary loan documentation to comply with the Low Interest Loan program and will serve as a liaison between the IEPA Project Manager and the City to review comments and develop any required ordinances in accordance with the State.

TAI will first complete a Preliminary Engineering Report that will review existing site conditions and circumstances that may arise due to execution of the project. Additionally, the core conceptual design and cost will be presented to the City for review. Potential treatment technologies will be reviewed, and conceptual layouts will be developed. If the City elects to move forward implementation of utility-scale water softening, the detailed technical review of alternatives and costs will be completed during this phase. A conceptual cost estimate for the proposed improvements will be presented within the Preliminary Engineering Report.

During the Preliminary Design Phase, TAI will meet with City Staff on a bi-weekly basis to determine design layout details for the project. Any necessary field and topographic surveys along the project route will be conducted for design purposes, culminating in a 25% Progress Review Meeting. Following approval of the Preliminary Design Phase, TAI will prepare Preliminary Engineering Plans and Specifications to show the scope, extent, and character of the work to be furnished and performed by the Contractor for the proposed modifications to the existing system and layout. These will include 65% and 95% drawings, prepared in coordination with Concentric Integration.

Final Design will be performed over a four-month period following approval of the Design Development documents. Final engineering plans and specifications will be completed and submitted to the Illinois EPA to receive a Construct and Operate permit. A Final Opinion of Probable Cost will be prepared, and 95% complete plans will be provided to the City and Concentric Integration. Any comments or revisions from the City or State agencies will be incorporated, resulting in completion of 100% plans and specifications. Following completion of Final Design, the project will enter the permitting phase for approximately 12 weeks. A 45-day bid period is required for loan projects, and the State may take up to 12 weeks to write the loan agreement following the Notice of Intent to Award. Construction will likely begin in December 2021 with an estimated 12-month construction duration (driven primarily by equipment lead times).

CLIENT Initial _____

TAI Initial _____



City of St. Charles - Well #7 and Well #13 Interconnect Project

Project Start Date: 5/1/2020 (Friday)

Weekly

Show Weekends

Today's Date: 12/15/2022 (Thursday)

Project Gantt chart table with columns for WBS, Client, Start, End, and a grid of dates from 27-Apr-20 to 19-Apr-21. Tasks include Preliminary Engineering Report, Preparation of IEPA Low Interest Loan Application, Preliminary Design Phase, Design and Development, Final Design Phase, Permitting Phase, Bidding, State Loan Agreement, and Construction Phase.

700 Geneva Parkway North, Suite B
Lake Geneva, WI 53147
O: 262.729.4350

40W201 Wasco Rd., Suite D
St. Charles, IL 60175
O: 630.587.0470

38 W. Grand Ave., Suite 300
Fox Lake, IL 60020
O: 224.225.1300

CLIENT Initial _____

TAI Initial _____



Compensation

The total compensation for services will not exceed \$867,000.00 based on the following distribution of compensation:

General Tasks	\$48,000
Preliminary Report	\$35,000
IEPA Loan	\$14,000
Preliminary Design Phase	\$95,000
Design Development Phase	\$90,500
Final Design Phase	\$92,000
Project Reserve Fund	\$20,000
<u>Reimbursable Expenses</u>	<u>\$3,500</u>
<i>Design Subtotal:</i>	<i>\$398,000</i>

Bidding and Negotiating Phase	\$15,000
Construction Phase	\$406,500
Contractor's Completion Documents	\$32,500
Project Reserve Fund	\$10,000
<u>Reimbursable Expenses</u>	<u>\$5,000</u>
<i>Bidding & Construction Subtotal:</i>	<i>\$469,000</i>

Fixed Fee Total: \$867,000

ENGINEER may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by CLIENT. The total estimated compensation for ENGINEER's services included in the breakdown by phases incorporates all labor, overhead, profit, and ENGINEER's Consultant's charges. The amounts billed for ENGINEER's services will be based on the cumulative hours charged to the PROJECT during the billing period by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and ENGINEER's Consultant's charges. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually as of January 1st to reflect equitable changes in the compensation payable to ENGINEER.

Project Reserve Fund. The Project Reserve Fund shall be utilized only as authorized in writing by the Public Works Manager for the completion of tasks considered outside the Scope of Services defined within this Agreement, but which are determined to be necessary for the timely completion of the Well #7 & 13 Interconnect Project.

Subconsultants. ENGINEER has incorporated subconsulting services for Architectural, Structural, Mechanical, and Fire Protection engineering services into the proposal.

Reimbursable Expenses. Engineer has incorporated \$8,500 for Reimbursable Expenses, including printing, plotting and shipping required for the completion of the work. Actual expenses will be compensated for based on actual cost as a pass-through without mark-up.

CLIENT Initial _____

TAI Initial _____



Miscellaneous

This Agreement constitutes the entire agreement between the parties and supersedes any prior oral or written representations. This agreement may not be changed, modified, or amended except in writing signed by both parties. In the event of any conflict among the exhibits, the exhibit of the latest date shall control.

ENGINEER may have portions of the Services performed by its affiliated entities or their employees, in which event ENGINEER shall be responsible for such services and CLIENT shall look solely to ENGINEER as if ENGINEER performed the Services. In no case shall CLIENT'S approval of any subcontract relieve ENGINEER of any of its obligations under this Agreement. However, ENGINEER is not responsible whatsoever for any obligations its subcontractors might have to its [subcontractors'] employees, including but not limited to proper compensation of its employees.

In the event CLIENT uses a purchase order form or other CLIENT developed document to administer this Agreement, the use of such documents shall be for the CLIENT's convenience only, and any provisions, terms or conditions within the CLIENT developed document shall be deemed stricken, null and void. Any provisions, terms or conditions which the CLIENT would like to reserve shall be added to Exhibit C—Supplemental Conditions and agreed to by both parties.

ENGINEER acknowledges that this project and the scope of work performed thereto will require ENGINEER and all lower tiered subcontractors of ENGINEER to comply with all obligations under and pursuant to the any applicable local, state and/or federal prevailing wage laws (e.g. Davis-Bacon Act, Illinois Prevailing Wage Act, etc.), including but not limited to all wage, notice and/or record keeping requirements to the extent applicable, necessitated and required by law.

If during negotiations or discussion with a Client it becomes clear that Client has determined prevailing wages are not applicable to the work performed by Trotter & Associates, it is best to confirm that understanding in writing with appropriate indemnification language. The following is draft language to consider:

Trotter & Associates' services performed is based on its understanding through the actions, statements and/or omissions of CLIENT that this project [identify] and the work performed relating thereto is professional in nature and not subject to prevailing wage requirements (federal, state or local). If Trotter & Associates' understanding is incorrect, CLIENT agrees and acknowledges that it shall immediately notify Trotter & Associates in writing within forty-eight (48) hours from receiving this notice so that Trotter & Associates may submit a revised proposal and/or invoice reflecting the additional costs associated with applicable prevailing wage laws.

CLIENT Initial _____

TAI Initial _____



Contents of Agreement

This Letter Agreement and the Exhibits attached hereto and incorporated herein, represent the entire understanding with respect to the Project and may only be modified in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

City of St. Charles:

By: _____

Title: _____

Effective Date: _____

Address for giving notices:

Designated Representative

Title:

Phone Number:

Facsimile Number:

E-Mail Address:

Trotter and Associates, Inc.:

By: Scott Trotter, P.E., BCEE

Title: President

Date Signed: April 1st, 2019

Address for giving notices:

40W201 Wasco Road, Suite D.
St. Charles, Illinois 60175

Designated Representative

Chris Marschinke

Title: Project Manager

Phone Number: 630/587-0470

Facsimile Number: 630/587-0475

E-Mail Address: c.marschinke@trotter-inc.com

ATTACHMENTS:

EXHIBIT A – STANDARD TERMS AND CONDITIONS

EXHIBIT B – SCHEDULE OF HOURLY RATES AND REIMBURSIBLE EXPENSES

EXHIBIT C – SUPPLEMENTAL GENERAL CONDITIONS & CONTRACTOR'S CERTIFICATION FORM

EXHIBIT D – CONTRACT ADDENDUM

EXHIBIT E – ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST

EXHIBIT F – ENGINEERING MANHOOR ESTIMATE

CLIENT Initial _____

TAI Initial _____



EXHIBIT A - STANDARD TERMS AND CONDITIONS

Table of Contents

ARTICLE 1 - SERVICES OF ENGINEER	1
1.01 Scope	1
ARTICLE 2 - CLIENT'S RESPONSIBILITIES	1
2.01 General	1
ARTICLE 3 - TIMES FOR RENDERING SERVICES	14
3.01 General	14
3.02 Suspension	14
ARTICLE 4 - PAYMENTS TO ENGINEER	15
4.01 Methods of Payment for Services and Reimbursable Expenses of ENGINEER	15
4.02 Other Provisions Concerning Payments	15
ARTICLE 5 - OPINIONS OF COST	15
5.01 Opinions of Probable Construction Cost	15
5.02 Designing to Construction Cost Limit	15
5.03 Opinions of Total Project Costs	15
ARTICLE 6 - GENERAL CONSIDERATIONS	15
6.01 Standards of Performance	15
6.02 Authorized Project Representatives	16
6.03 Design without Construction Phase Services	16
6.04 Use of Documents	16
6.05 Insurance	17
6.06 Termination	18
6.07 Controlling Law	18
6.08 Successors, Assigns, and Beneficiaries	18
6.09 Dispute Resolution	18
6.10 Hazardous Environmental Condition	18
6.11 Allocation of Risks	19
6.12 Notices	19
6.13 Survival	19
6.14 Severability	19
6.15 Waiver	19
6.16 Headings	19
6.16 Definitions	19

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

- A. ENGINEER shall provide the Professional Services set forth herein and in the Letter Agreement.
- B. Upon this Agreement becoming effective, ENGINEER is authorized to begin Services.

ARTICLE 2 - CLIENT'S RESPONSIBILITIES

2.01 General

- A. Provide ENGINEER with all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which CLIENT will require to be included in the Drawings and Specifications; and furnish copies of CLIENT's standard forms, conditions, and related documents for ENGINEER to include in the Bidding Documents, when applicable.
- B. Furnish to ENGINEER any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- C. Following ENGINEER's assessment of initially-available Project information and data and upon ENGINEER's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable ENGINEER to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 1. Property descriptions.
 2. Zoning, deed, and other land use restrictions.
 3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
 5. Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
 6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.
- D. Give prompt written notice to ENGINEER whenever CLIENT observes or otherwise becomes aware of a Hazardous Environmental Condition or of any other development that affects the scope or time of performance of ENGINEER's services, or any defect or nonconformance in ENGINEER's services or in the work of any Contractor.
- E. Authorize ENGINEER to provide Additional Services as set forth in Exhibit D - Addendum of the Agreement as required.

- F. Arrange for safe access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under the Agreement.
- G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as CLIENT deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by ENGINEER and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Provide, as required for the Project:
 - 1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
 - 2. Legal services with regard to issues pertaining to the Project as CLIENT requires, Contractor raises, or ENGINEER reasonably requests.
 - 3. Such auditing services as CLIENT requires to ascertain how or for what purpose Contractor has used the moneys paid.
 - 4. Placement and payment for advertisement for Bids in appropriate publications.
- J. Advise ENGINEER of the identity and scope of services of any independent consultants employed by CLIENT to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- K. Furnish to ENGINEER data as to CLIENT's anticipated costs for services to be provided by others for CLIENT so that ENGINEER may make the necessary calculations to develop and periodically adjust ENGINEER's opinion of Total Project Costs.
- L. If CLIENT designates a manager or an individual or entity other than, or in addition to, ENGINEER to represent CLIENT at the Site, the duties, responsibilities, and limitations of authority of such other party shall be disclosed to the ENGINEER and coordinated in relation to the duties, responsibilities, and authority of ENGINEER.
- M. If more than one prime contract is to be awarded for the Work designed or specified by ENGINEER, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of ENGINEER is to be mutually agreed upon and made a part of this Agreement before such services begin.
- N. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment inspections.
- O. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples,

materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of CLIENT, prior to their incorporation into the Work with appropriate professional interpretation thereof.

- P. Provide inspection or monitoring services by an individual or entity other than ENGINEER (and disclose the identity of such individual or entity to ENGINEER) as CLIENT determines necessary to verify:
 - 1. That Contractor is complying with any Laws and Regulations applicable to Contractor's performing and furnishing the Work.
 - 2. That Contractor is taking all necessary precautions for safety of persons or property and complying with any special provisions of the Contract Documents applicable to safety.
- Q. Provide ENGINEER with the findings and reports generated by the entities providing services pursuant to paragraphs 2.01.O and P.

ARTICLE 3 - TIMES FOR RENDERING SERVICES

3.01 General

- A. ENGINEER's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Unless specific periods of time or specific dates for providing services are specified in this Agreement, ENGINEER's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.
- B. If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or dates are changed through no fault of ENGINEER, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If CLIENT has requested changes in the scope, extent, or character of the Project, the time of performance of ENGINEER's services shall be adjusted equitably.
- C. For purposes of this Agreement the term "day" means a calendar day of 24 hours.

3.02 Suspension

- A. If CLIENT fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if ENGINEER's services are delayed through no fault of ENGINEER, ENGINEER may, after giving seven days written notice to CLIENT, suspend services under this Agreement.
- B. If ENGINEER's services are delayed or suspended in whole or in part by CLIENT, or if ENGINEER's services are extended by Contractor's actions or inactions for more than 90 days through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect, reasonable costs incurred by ENGINEER in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

ARTICLE 4 - PAYMENTS TO ENGINEER

4.01 Methods of Payment for Services and Reimbursable Expenses of ENGINEER

- A. *For Basic Services.* CLIENT shall pay ENGINEER for Basic Services performed or furnished under as outlined in the Letter Agreement
- B. *For Additional Services.* CLIENT shall pay ENGINEER for Additional Services performed or furnished as outlined in Exhibit D.
- C. *For Reimbursable Expenses.* CLIENT shall pay ENGINEER for Reimbursable Expenses incurred by ENGINEER and ENGINEER's Consultants as set forth in Exhibit B.

4.02 Other Provisions Concerning Payments

- A. *Preparation of Invoices.* Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to CLIENT by ENGINEER, unless otherwise agreed.
- B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If CLIENT fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER's invoice therefor, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, ENGINEER may, after giving seven days written notice to CLIENT, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.
- C. *Disputed Invoices.* In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.
- D. *Payments Upon Termination.*
 - 1. In the event of any termination under paragraph 6.06, ENGINEER will be entitled to invoice CLIENT and will be paid in accordance with Exhibit B for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination.
 - 2. In the event of termination by CLIENT for convenience or by ENGINEER for cause, ENGINEER, in addition to invoicing for those items identified in subparagraph 4.02.D.1, shall be entitled to invoice CLIENT and shall be paid a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with ENGINEER's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit B.
- E. *Records of ENGINEER's Costs.* Records of ENGINEER's costs pertinent to ENGINEER's compensation under this Agreement shall be kept in accordance with generally accepted accounting practices. To the extent necessary to verify ENGINEER's charges and upon CLIENT's timely request, copies of such records will be made available to CLIENT at cost.
- F. *Legislative Actions.* In the event of legislative actions after the Effective Date of the Agreement by any level of government that

impose taxes, fees, or costs on ENGINEER's services or other costs in connection with this Project or compensation therefore, such new taxes, fees, or costs shall be invoiced to and paid by CLIENT as a Reimbursable Expense to which a Factor of 1.0 shall be applied. Should such taxes, fees, or costs be imposed, they shall be in addition to ENGINEER's estimated total compensation.

ARTICLE 5 - OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

- A. ENGINEER's opinions of probable Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional generally familiar with the industry. However, since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER. If CLIENT wishes greater assurance as to probable Construction Cost, CLIENT shall employ an independent cost estimator.

5.02 Designing to Construction Cost Limit

- A. If a Construction Cost limit is established between CLIENT and ENGINEER, such Construction Cost limit and a statement of ENGINEER's rights and responsibilities with respect thereto will be specifically set forth in Exhibit C - Supplemental General Conditions.

5.03 Opinions of Total Project Costs

- A. ENGINEER assumes no responsibility for the accuracy of opinions of Total Project Costs.

ARTICLE 6 - GENERAL CONSIDERATIONS

6.01 Standards of Performance

- A. The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.
- B. ENGINEER shall be responsible for the technical accuracy of its services and documents resulting therefrom, and CLIENT shall not be responsible for discovering deficiencies therein. ENGINEER shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in CLIENT-furnished information.
- C. ENGINEER shall perform or furnish professional engineering and related services in all phases of the Project to which this Agreement applies. ENGINEER shall serve as CLIENT's prime professional for the Project. ENGINEER may employ such ENGINEER's Consultants as ENGINEER deems necessary to assist in the performance or furnishing of the services. ENGINEER shall not be required to employ any ENGINEER's Consultant unacceptable to ENGINEER.

- D. ENGINEER and CLIENT shall comply with applicable Laws or Regulations and CLIENT-mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to CLIENT's responsibilities or to ENGINEER's scope of services, times of performance, or compensation.
- E. CLIENT shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to ENGINEER pursuant to this Agreement. ENGINEER may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.
- F. CLIENT shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services of ENGINEER.
- G. Prior to the commencement of the Construction Phase, CLIENT shall notify ENGINEER of any other notice or certification that ENGINEER will be requested to provide to CLIENT or third parties in connection with the Project. CLIENT and ENGINEER shall reach agreement on the terms of any such requested notice or certification, and CLIENT shall authorize such Additional Services as are necessary to enable ENGINEER to provide the notices or certifications requested.
- H. ENGINEER shall not be required to sign any documents, no matter by whom requested, that would result in the ENGINEER's having to certify, guarantee or warrant the existence of conditions whose existence the ENGINEER cannot ascertain. CLIENT agrees not to make resolution of any dispute with the ENGINEER or payment of any amount due to the ENGINEER in any way contingent upon the ENGINEER's signing any such certification.
- I. During the Construction Phase, ENGINEER shall not supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.
- J. ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- K. ENGINEER shall not be responsible for the acts or omissions of any Contractor(s), subcontractor or supplier, or of any of the Contractor's agents or employees or any other persons (except ENGINEER's own employees) at the Site or otherwise furnishing or performing any of the Contractor's work; or for any decision made on interpretations or clarifications of the Contract Documents given by CLIENT without consultation and advice of ENGINEER.
- L. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (Document No. 1910-8, 1996 Edition) unless both parties mutually agree to use other General Conditions.

6.02 Authorized Project Representatives

- A. Contemporaneous with the execution of this Agreement, ENGINEER and CLIENT shall designate specific individuals to act as ENGINEER's and CLIENT's representatives with respect to the services to be performed or furnished by ENGINEER and responsibilities of CLIENT under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

6.03 Design without Construction Phase Services

- A. Should CLIENT provide Construction Phase services with either CLIENT's representatives or a third party, ENGINEER's Basic Services under this Agreement will be considered to be completed upon completion of the Final Design Phase or Bidding or Negotiating Phase as outlined in the Letter Agreement.
- B. It is understood and agreed that if ENGINEER's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, and that such services will be provided by CLIENT, then CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation or review and waives any claims against the ENGINEER that may be in any way connected thereto.

6.04 Use of Documents

- A. All Documents are instruments of service in respect to this Project, and ENGINEER shall retain an ownership and property interest therein (including the right of reuse at the discretion of the ENGINEER) whether or not the Project is completed.
- B. Copies of CLIENT-furnished data that may be relied upon by ENGINEER are limited to the printed copies (also known as hard copies) that are delivered to the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by CLIENT to ENGINEER are only for convenience of ENGINEER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- C. Copies of Documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to CLIENT are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- D. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. ENGINEER shall not be responsible to maintain documents stored in electronic media format after acceptance by CLIENT.
- E. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating

systems, or computer hardware differing from those used by ENGINEER at the beginning of this Project.

- F. CLIENT may make and retain copies of Documents for information and reference in connection with use on the Project by CLIENT. Such Documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at CLIENT's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's Consultants. CLIENT shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom.
- G. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- H. Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle ENGINEER to further compensation at rates as defined in Exhibit B.

6.05 Insurance

- A. ENGINEER shall procure and maintain insurance as set forth below:
 - 1. Workers Compensation & Employer's Liability
 - a. Each Occurrence: \$1,000,000
 - 2. General Liability
 - a. Each Occurrence: \$1,000,000
 - b. General Aggregate: \$2,000,000
 - 3. Excess or Umbrella Liability
 - a. Each Occurrence: \$5,000,000
 - b. General Aggregate: \$5,000,000
 - 4. Automobile Liability
 - a. Combined Single Limit (Bodily Injury and Property Damage):
Each Accident \$1,000,000
 - 5. Professional Liability
 - a. Each Occurrence: \$2,000,000
 - b. General Aggregate: \$2,000,000
- B. CLIENT shall cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds on any general liability or property insurance policies carried by CLIENT which are applicable to the Project.
- C. CLIENT shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project
- D. CLIENT and ENGINEER shall each deliver to the other certificates of insurance evidencing the coverage.
- E. All policies of property insurance shall contain provisions to the effect that ENGINEER's and ENGINEER's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder.

- F. At any time, CLIENT may request that ENGINEER, at CLIENT's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective. If so requested by CLIENT, with the concurrence of ENGINEER, and if commercially available, ENGINEER shall obtain and shall require ENGINEER's Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by CLIENT.

6.06 Termination

- A. The obligation to provide further services under this Agreement may be terminated:
1. *For cause,*
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. By ENGINEER:
 - 1) upon seven days written notice if ENGINEER believes that ENGINEER is being requested by CLIENT to furnish or perform services contrary to ENGINEER's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the ENGINEER's services for the Project are delayed or suspended for more than 90 days for reasons beyond ENGINEER's control.
 - 3) ENGINEER shall have no liability to CLIENT on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 2. *For convenience,*
 - a. By CLIENT effective upon the receipt of notice by ENGINEER.
- B. The terminating party under paragraphs 6.06.A.1 or 6.06.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow ENGINEER to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

6.07 Controlling Law

- A. This Agreement is to be governed by the law of the state in which the Project is located.

6.08 Successors, Assigns, and Beneficiaries

- A. CLIENT and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of CLIENT and ENGINEER (and to the extent permitted by paragraph 6.08.B the assigns of CLIENT and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of

such other party, in respect of all covenants, agreements and obligations of this Agreement.

- B. Neither CLIENT nor ENGINEER may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by CLIENT or ENGINEER to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.
 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CLIENT and ENGINEER and not for the benefit of any other party. The CLIENT agrees that the substance of the provisions of this paragraph 6.08.C shall appear in the Contract Documents.

6.09 Dispute Resolution

- A. CLIENT and ENGINEER agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under provisions of this Agreement, or under law. In the absence of such an agreement, the parties may exercise their rights under law.
- B. If and to the extent that CLIENT and ENGINEER have agreed on a method and procedure for resolving disputes between them arising out of or relating to this Agreement, such dispute resolution method and procedure is set forth in Exhibit C, "Supplemental Conditions."

6.10 Hazardous Environmental Condition

- A. CLIENT represents to Engineer that to the best of its knowledge a Hazardous Environmental Condition does not exist.
- B. CLIENT has disclosed to the best of its knowledge to ENGINEER the existence of all Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Material located at or near the Site, including type, quantity and location.
- C. If a Hazardous Environmental Condition is encountered or alleged, ENGINEER shall have the obligation to notify CLIENT and, to the extent of applicable Laws and Regulations, appropriate governmental officials.
- D. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Environmental Condition. In the event ENGINEER or any other party encounters a Hazardous Environmental Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until CLIENT: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

- E. CLIENT acknowledges that ENGINEER is performing professional services for CLIENT and that ENGINEER is not and shall not be required to become an “arranger,” “operator,” “generator,” or “transporter” of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the Site in connection with ENGINEER’s activities under this Agreement.
- F. If ENGINEER’s services under this Agreement cannot be performed because of a Hazardous Environmental Condition, the existence of the condition shall justify ENGINEER’s terminating this Agreement for cause on 30 days notice.

6.11 Allocation of Risks

- Indemnification

1. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless CLIENT, CLIENT’s officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of ENGINEER or ENGINEER’s officers, directors, partners, employees, and ENGINEER’s Consultants in the performance and furnishing of ENGINEER’s services under this Agreement.
2. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER, ENGINEER’s officers, directors, partners, employees, and ENGINEER’s Consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CLIENT or CLIENT’s officers, directors, partners, employees, and CLIENT’s consultants with respect to this Agreement or the Project.
3. To the fullest extent permitted by law, ENGINEER’s total liability to CLIENT and anyone claiming by, through, or under CLIENT for any cost, loss, or damages caused in part by the negligence of ENGINEER and in part by the negligence of CLIENT or any other negligent entity or individual, shall not exceed the percentage share that ENGINEER’s negligence bears to the total negligence of CLIENT, ENGINEER, and all other negligent entities and individuals.
4. In addition to the indemnity provided under paragraph 6.11.A.2 of this Agreement, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER and its officers, directors, partners, employees, and ENGINEER’s Consultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from a Hazardous Environmental Condition, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph 6.11.A.4. shall obligate CLIENT to indemnify any individual or entity

from and against the consequences of that individual’s or entity’s own negligence or willful misconduct.

5. The indemnification provision of paragraph 6.11.A.1 is subject to and limited by the provisions agreed to by CLIENT and ENGINEER in Exhibit C, “Supplemental Conditions,” if any.

6.12 Notices

- A. Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

6.13 Survival

- A. All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

6.14 Severability

- A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

6.15 Waiver

- A. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

6.16 Headings

- A. The headings used in this Agreement are for general reference only and do not have special significance.

6.16 Definitions

- A. Defined terms will be in accordance with EJCDC No. 1910-1 (1996 Edition)

CLIENT Initial _____

TAI Initial _____



This Page Is Intentionally Left Blank

CLIENT Initial _____

TAI Initial _____



**EXHIBIT B
SCHEDULE OF HOURLY RATES AND REIMBURSABLE EXPENSES**

2020 Schedule of Hourly Rates

2020 Reimbursable Expenses

Classification	Billing Rate	Item	Unit	Unit Price
Engineering Intern	\$55.00	Engineering Copies 1- 249 Sq. Ft.	Sq. Ft.	\$0.29
Engineer Level I	\$110.00			
Engineer Level II	\$122.00	Engineering Copies 250-999 Sq. Ft.	Sq. Ft.	\$0.27
Engineer Level III	\$134.00			
Engineer Level IV	\$149.00	Engineering Copies 1000-3999 Sq. Ft.	Sq. Ft.	\$0.25
Engineer Level V	\$168.00			
Engineer Level VI	\$195.00	Engineering Copies 3999 Sq. Ft. & Up	Sq. Ft.	\$0.23
Engineer VII	\$205.00	Mylar Engineering Copies up to 24" by 36"	Each	\$8.00
Engineer VIII	\$233.00			
Principal Engineer	\$238.00	Color Presentation Grade Large Format Print	Sq. Ft.	\$5.15
Technician Level I	\$98.00			
Technician Level II	\$112.00	Comb Binding > 120 Sheets	Each	\$4.75
Technician Level III	\$135.00	Comb Binding < 120 Sheets	Each	\$3.50
Technician Level IV	\$147.00	Binding Strips (Engineering Plans)	Each	\$1.00
Senior Technician	\$162.00	5 Mil Laminating	Each	\$1.25
GIS Specialist I	\$98.00	Copy 11" x 17" - Color	Each	\$0.50
GIS Specialist II	\$111.00			
GIS Specialist III	\$151.00	Copy 11" x 17" - Black and White	Each	\$0.25
Clerical Level I	\$64.00	Copy 8.5" x 11" - Color	Each	\$0.25
Clerical Level II	\$76.00			
Clerical Level III	\$88.00			
Survey Technician Level I	\$66.00	Copy 8.5" x 11" - Black and White	Each	\$0.12
Survey Technician Level II	\$79.00			
Survey Crew Chief	\$161.00	Recorded Documents	Each	\$25.00
Professional Land Surveyor	\$194.00	Plat Research	Time and Material	
Department Director	\$192.00	Per Diem	Each Day	\$30.00
Prevailing Wage Survey Foreman**	\$185.00	Field / Survey Truck	Each Day	\$45.00
Prevailing Wage Survey Worker**	\$181.00			
Sub Consultants	Cost Plus 5%	Postage and Freight		Cost
		Mileage	Per Mile	Federal Rate

***Rates will be escalated for Overtime & Holiday Pay to adjust for Premium Time based on the current Illinois Department of Labor Rules*

Note: On January 1st of each year, the fees and hourly rates may be escalated by an amount not to exceed five (5) percent.

This Page Is Intentionally Left Blank

CLIENT Initial _____

TAI Initial _____



**EXHIBIT C
SUPPLEMENTAL CONDITIONS**

Engineer hereby agrees to incorporate and accept the following provisions to be included in the aforementioned Agreement at no additional compensation:

- A. The Engineer agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment, construction and services in accordance with the Clean Water Loan Program rules as required by the award conditions of USEPA's Assistance Agreement with the IEPA. The Engineer acknowledges that the fair share percentages are 5% for MBE's and 12% for WBE's.
- B. The Engineer shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The Engineer shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.
- C. Audit and access to records clause:
 1. Books, records, documents and other evidence directly pertinent to performance of PWSLP loan work under this agreement shall be maintained consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards. The Agency or any of its authorized representatives shall have access to the books, records, documents and other evidence for the purpose of inspection, audit and copying. Facilities shall be provided for access and inspection.
 2. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards.
 3. All information and reports resulting from access to records pursuant to the above section C.1 shall be disclosed to the Agency. The auditing agency shall afford the engineer an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report shall include the written comments, if any, or the audited parties.
 4. Records under the above section C.1 shall be maintained and made available during performance of project services under this agreement and for 3 years after the final loan closing. In addition, those records that relate to any dispute pursuant to Section 365.650 (Disputes) of Illinois Administrative Code, Title 35, litigation, the settlement of claims arising out of project performance, costs or items to which an audit exception has been taken shall be maintained and made available for 3 years after the resolution of the appeal, litigation, claim or exception.

D. Covenant Against Contingent Fees:

The Engineer warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees. For breach or violation of this warranty, the Owner shall have the right to annul this agreement without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

E. Certification Regarding Debarment, Suspension and Other Responsibility Matters

The Engineer certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

The Engineer understands that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

EXHIBIT C (CONTINUED)
CONTRACTOR'S CERTIFICATION FORM

The assurances hereinafter made by Trotter and Associates, Inc. (hereinafter the "Contractor") are each a material representation of fact upon which reliance is placed by the City of St. Charles in entering into this Agreement with the Contractor. The City of St. Charles may terminate the contract if it is later determined that the Contractor rendered a false or erroneous assurance.

I, Scott Trotter, hereby certify that I am the President of
(Name of Owner or Officer) (Title or Office)

Trotter and Associates, Inc. and as such, hereby represent and warrant to the CITY OF ST. CHARLES, a municipal corporation, (hereinafter the "City") that the Contractor and its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are:

- (A) not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
- (B) not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or 33E-4 (bid-rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);
- (C) not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1.

In addition, the Contractor hereby represents and warrants to the City, that:

- (A) the Contractor, pursuant to 30 ILCS 580/1 *et seq.* ("Drug-Free Workplace Act"), will provide a drug-free workplace by:
 - (1) Publishing a statement:
 - a. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the Contractor's workplace;
 - b. Specifying the actions that will be taken against employees for violations of such prohibition;
 - c. Notifying the employee that, as a condition of employment on such Contract, the employee will:
 - i. Abide by the terms of the statement;
 - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
 - (2) Establishing a drug-free awareness program to inform employees about:
 - a. the dangers of drug abuse in the workplace;
 - b. the Contractor's policy of maintaining a drug-free workplace;

- c. any available drug counseling, rehabilitation, and employee assistance program; and
 - d. the penalties that may be imposed upon employees for drug violations;
 - (3) Making it a requirement to give a copy of the statement required by Subsection (A)(1) to each employee engaged in the performance of the Contract, and to post the statement in a prominent place in the workplace;
 - (4) Notifying the CITY within ten (10) days after receiving notice under paragraph (A)(1)e from an employee or otherwise receiving actual notice of such conviction;
 - (5) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5;
 - (6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place;
 - (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section;
- (B) the Contractor has not excluded and will not exclude from participation in, denied the benefits of, subjected to discrimination under, or denied employment to any person in connection with any activity funded under the contract on the basis of race, color, age, religion, national origin, disability, or sex;
- (C) no City officer, spouse or dependent child of a City officer, agent on behalf of any City officer or trust in which a City officer, the spouse or dependent child of a City officer or a beneficiary is a holder of any interest in the Contractor; or, if the Contractor's stock is traded on a nationally recognized securities market, that no City officer, spouse or dependent child of a City officer, agent on behalf of any City officer or trust in which a City officer, the spouse or dependent child of a City officer or a beneficiary is a holder of more than one percent (1%) of the Contractor, but if any City officer, spouse or dependent child of a City officer, agent on behalf of any City officer or trust in which a City officer, the spouse or dependent child of a City officer or a beneficiary is a holder of less than one percent (1%) of such Contractor, the Contractor has disclosed to the City in writing the name(s) of the holder of such interest;
- (D) 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 from the Contractor in violation of the City Code;
- (E) the Contractor has 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 in violation of City Code;

- (F) neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person;
- (G) the Contractor acknowledges that, pursuant to the provisions of the Illinois Freedom of Information Act, (5 ILCS 140/1 *et seq.*), documents or records prepared or used in relation to work performed under this agreement are considered a public record of the City; and therefore, within thirty (30) days of completion of the work required of the Contractor under this agreement, the Contractor shall produce to the City, in electronic format, all records that directly relate to the governmental function performed by the Contractor under this agreement at no additional cost to the City; and furthermore, the Contractor shall review its records and promptly produce to the City any additional records in the Contractor's possession which the City requires in order to properly respond to a request made pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), and the Contractor shall produce to the City such records within three (3) business days of a request for such records from the City at no additional cost to the City.

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

Dated: _____, 2020 Contractor: _____

By: _____

(Name of Owner or Officer (Title or Office))

STATE OF _____)
) ss.
COUNTY OF _____)

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that

_____ known to me to be the _____

(Name of Owner or Officer)

(Title or Office)

of _____ appeared before me this day in person and, being first duly sworn on oath, acknowledged that he executed the foregoing certification as his free act and deed.

Dated: _____, 2020

Notary Public

This Page Is Intentionally Left Blank

CLIENT Initial _____

TAI Initial _____



**EXHIBIT D
CONTRACT ADDENDUM**

Project Name: Well #7 & 13 Interconnect Project

Project No. STC-142

Addendum No. _____

This is an addendum attached to, made part of and incorporated by reference into the Agreement between CLIENT and ENGINEER for modification of scope and compensation for the PROJECT. All other terms and conditions of the original Agreement between CLIENT and ENGINEER are unchanged by this Contract Addendum and shall remain in full force and effect and shall govern the obligations of both CLIENT and ENGINEER, including obligations created by this Contract Addendum.

The contract modifications are described below:

- 1.
- 2.
- 3.

CONTRACT SUMMARY

Original Contract Amount	\$ _____
Changes Prior to This Change	\$ _____
Amount of This Change	\$ _____
Revised Contract Amount:	\$ _____

For purposes of expediency, ENGINEER and CLIENT agree that an executed electronic version of this Contract Addendum shall suffice. The original of this Contract Addendum shall be returned to ENGINEER after execution.

CLIENT:

ENGINEER:

CITY OF ST. CHARLES

TROTTER AND ASSOCIATES, INC.

SIGNED:

TITLE

TITLE

This Page Is Intentionally Left Blank

CLIENT Initial _____

TAI Initial _____



**EXHIBIT E
ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST**

Below is the Engineer's Opinion of Probable Construction Cost compiled during the 2018 Water Master Plan. The estimated construction cost was approximately \$4,610,000. The far-right column has been added to the table below, reflecting the anticipated cost if bid during calendar year 2021. The adjustment represents the 5-year average 2.92% Construction Cost Index.

The project is intended to be funded through the Illinois EPA Low-Interest Loan Program. Project Planning and Funding Nominations Forms submitted to the State have requested a total project allocation of \$5.8M, covering this CCI adjustment as well as design and construction engineering.

Well No. 7 and 13 Interconnect - Engineer's Opinion of Probable Cost 2018 Water Master Plan & 2021 CCI Adjustment		
Description	Total Probable Cost	
	2018 Master Plan	2021 CCI Adjusted
GENERAL CONDITIONS	\$460,037	\$502,694
SITE WORK	\$245,300	\$268,046
WELL #7	\$986,900	\$1,078,412
WELL #13 / OAK STREET FACILITY	\$2,149,950	\$2,349,308
Construction Sub-Total	\$3,842,187	\$4,198,461
Contingency @ 20%	\$768,437	\$839,692
PROBABLE CONSTRUCTION COST:	\$4,610,624	\$5,038,153

This Page Is Intentionally Left Blank

CLIENT Initial _____

TAI Initial _____



**EXHIBIT F
ENGINEERING MANHOOR ESTIMATE**

The table below reflects the estimated engineering hours associated with each phase of the Base Scope for each member of the project team. These hours include all required subconsultant services for each respective employee classification.

Well #7 & 13 Interconnect – Base Scope							
	Principal	Project Manager	Senior Engineer (ASME)	Project Engineer (Design)	Project Engineer (Loan)	Staff Engineer	CAD Tech
General Tasks	32	84	0	12	0	112	64
Preliminary Engineering Report	24	54	0	28	0	76	40
IEPA Low Interest Loan Application	2	4	0	0	70	8	0
Preliminary Design Phase	48	96	24	48	0	162	246
Design and Development	36	60	40	24	0	116	330
Final Design Phase	12	64	60	38	0	104	348
Bidding and Negotiating Phase	8	20	8	0	0	32	12
Construction Phase	40	458	40	166	0	2004	0
Contractor's Completion Documents	12	20	0	0	0	80	100
Total Estimated Hours:	214	860	172	316	70	2694	1140

This Page Is Intentionally Left Blank

City of St. Charles, Illinois
Resolution No. _____

A Resolution to Approve Professional Service Agreement for Well #7 and #13 Interconnection Project to Trotter and Associates, Inc. in the amount of \$867,000

**Presented & Passed by the
City Council on _____, 2020**

WHEREAS, as part of the 2018 Water Master Plan, two critical issues were identified; a city-wide capacity issue and Well # 7 building condition;

THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, that a Professional Services Agreement for Well #7 and #13 Interconnection Project be awarded to Trotter and Associates, Inc. in the amount of \$867,000.

PRESENTED to the City Council of the City of St. Charles, Illinois, this__day of April, 2020

PASSED by the City Council of the City of St. Charles, Illinois, this__day of April, 2020

APPROVED by the Mayor of the City of St. Charles, Illinois, this__day of April, 2020

Raymond P. Rogina, Mayor

ATTEST:

City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: *IP

Title:

Recommendation to approve a Resolution Approve Contract Extension for Water, Sanitary Sewer and Storm Sewer Underground Point Repairs to Mid-American Underground in the amount of \$650,000

Presenter:

Tim Wilson

Meeting: City Council

Date: April 27, 2020

Proposed Cost:\$650,000

Budgeted Amount: \$650,000

Not Budgeted:

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

The City of St. Charles Environmental Services Division is seeking a contractor to perform Water, Sanitary Sewer and Storm Sewer point repairs for the duration of the 2019/2020 fiscal year. A portion of underground point repairs are conducted annually by a construction contractor. Each underground point repair is unique but typically includes hydrant replacement, valve replacement, line repairs, drainage basins and manhole replacements. All work will be contracted on a per unit basis or an hourly rate as identified in the bid.

On April 3, 2018, the City received three bids for point repairs. Mid-American Underground was the vendor with the lowest unit cost. Because they have performed well and have been responsive to the City’s needs, the Public Works Department invited Mid-American Underground to extend their contract for an additional year, with no price increases through FY21.

The awarded bid was based on the unit and hourly cost for typical types of point repairs. Hourly costs were also reviewed to ensure the City was selecting the most fiscally responsible vendor. The unit cost and hourly rates for utility and point repairs are reasonably priced in comparison to prior years.

Attachments *(please list):*

* Mid-American Underground unit and hourly cost *Resolution

Recommendation/Suggested Action *(briefly explain):*

Recommendation to award the Bid for Water, Sanitary Sewer and Storm Sewer Point Repairs to Mid-American Underground for a one year period beginning May 1, 2020 through April 30, 2021 in the amount not to exceed \$650,000.

RETURN WITH BID

SCHEDULE OF
UNIT PRICES



Schedule for Unit Prices

ST. CHARLES
SINCE 1834 For complete information covering these items, see plans and specifications)

Item No.	Items	Unit	Mid American	Mid American	Mid American
			Underground	Underground	Underground
			Unit Price FY 18/19	Unit Price FY 19/20	Unit Price FY 20/21
1	Sidewalk Removal	SF	\$5.00	\$5.00	\$5.00
2	Pavement Removal, Special	SY	\$8.00	\$8.00	\$8.00
3	Curb Removal and Replacement	LF	\$10.00	\$10.00	\$10.00
4	Portland Cement Concrete Driveway Removal	SY	\$10.00	\$10.00	\$10.00
5	Hot-Mix Asphalt Driveway Removal	SY	\$10.00	\$10.00	\$10.00
6	Remove Valve Box & Replace with 4' Dia. Valve Vault	EACH	\$5,000.00	\$5,000.00	\$5,000.00
7	Remove Valve Box & Replace with 6' Dia. Valve Vault	EACH	\$6,000.00	\$6,000.00	\$6,000.00
8	Rebuild Top of Structure	EACH	\$2,000.00	\$2,000.00	\$2,000.00
9	Rebuild Top of Structure - New Frame and Grate	EACH	\$2,000.00	\$2,000.00	\$2,000.00
10	Fire Hydrant Assembly - Remove & Replace	EACH	\$5,000.00	\$5,000.00	\$5,000.00
11	Valve Boxes to be Adjusted - With Stabilizer	EACH	\$1,000.00	\$1,000.00	\$1,000.00
12	Remove and Replace Valve Box - With Stabilizer	EACH	\$1,000.00	\$1,000.00	\$1,000.00
13	1" Copper Water Service With B-Box Connection	LF	\$195.00	\$195.00	\$195.00
14	Remove and Replace B-Box	EACH	\$1,000.00	\$1,000.00	\$1,000.00
15	New 48" Sanitary Manhole to 10' in Depth	EACH	\$7,500.00	\$7,500.00	\$7,500.00
16	New 48" Sanitary Manhole from 11' to 20' in Depth	EACH	\$15,000.00	\$15,000.00	\$15,000.00
17	Remove and Replace 48" Dia. Sanitary Manhole to 10' Depth	EACH	\$10,000.00	\$10,000.00	\$10,000.00
18	Remove and Replace 48" Dia. Sanitary Drop Manhole to 10' Depth	EACH	\$15,000.00	\$15,000.00	\$15,000.00
19	Remove and Replace 48" Dia. Sanitary Manhole from 11' to 20' Depth	EACH	\$30,000.00	\$30,000.00	\$30,000.00
20	Remove and Replace 48" Dia. Sanitary Drop Manhole from 11' to 20' Depth	EACH	\$40,000.00	\$40,000.00	\$40,000.00
21	Remove and Replace 6" Sanitary Sewer Service	LF	\$195.00	\$195.00	\$195.00
22	Sanitary Manhole Chimney Seal	EACH	\$1,500.00	\$1,500.00	\$1,500.00
23	Remove & Replace 2' Dia. Catch Basin	EACH	\$2,500.00	\$2,500.00	\$2,500.00
24	Remove & Replace 4' Dia. Catch Basin	EACH	\$4,500.00	\$4,500.00	\$4,500.00
25	New 2' Dia. Catch Basin	EACH	\$2,500.00	\$2,500.00	\$2,500.00
26	New 4' Dia. Catch Basin	EACH	\$4,500.00	\$4,500.00	\$4,500.00
27	Remove & Replace 4' Dia. Water Valve Manhole	EACH	\$6,000.00	\$6,000.00	\$6,000.00
28	Remove & Replace 5' Dia. Water Valve Manhole	EACH	\$7,000.00	\$7,000.00	\$7,000.00
29	Storm Sewer Manhole, Type A, 5'-Diameter	EACH	\$7,000.00	\$7,000.00	\$7,000.00
30	Adjust Frame in Parkway or Sidewalk	EACH	\$1,000.00	\$1,000.00	\$1,000.00
31	Adjust Frame in Pavement	EACH	\$1,500.00	\$1,500.00	\$1,500.00
32	Adjust Frame in Pavement - New Frame and Lid	EACH	\$1,500.00	\$1,500.00	\$1,500.00
33	Adjust Frame in Parkway - New Frame and Lid	EACH	\$1,500.00	\$1,500.00	\$1,500.00
34	Adjust Frame in Curb	EACH	\$1,500.00	\$1,500.00	\$1,500.00
35	Adjust Frame in Curb - New Frame and Grate	EACH	-	-	-
36	Sanitary Sewer Pipe, Remove 6" VCP Pipe & Replace with 6" PVC, SDR 26	LF	\$175.00	\$175.00	\$175.00
37	Sanitary Sewer Pipe, Remove 8" VCP Pipe & Replace with 8" PVC, SDR 26	LF	\$185.00	\$185.00	\$185.00
38	Sanitary Sewer Pipe, Remove 10" VCP Pipe & Replace with 10" PVC, SDR 26	LF	\$195.00	\$195.00	\$195.00
39	Sanitary Sewer Pipe, Remove 12" VCP Pipe & Replace with 12" PVC, SDR 26	LF	\$200.00	\$200.00	\$200.00
40	Storm Sewer Pipe Removal and Replacement, 10" RCP, CL IV	LF	\$150.00	\$150.00	\$150.00
41	Storm Sewer Pipe Removal and Replacement, 12" RCP, CL IV	LF	\$150.00	\$150.00	\$150.00
42	Storm Sewer Pipe Removal and Replacement, 15" RCP, CL IV	LF	\$175.00	\$175.00	\$175.00
43	Storm Sewer Pipe Removal and Replacement, 18" RCP, CL IV	LF	\$175.00	\$175.00	\$175.00
44	Storm Sewer Pipe Removal and Replacement, 21" RCP, CL IV	LF	\$200.00	\$200.00	\$200.00
45	Temporary Access, Special	SY	\$30.00	\$30.00	\$30.00

RETURN WITH BID



Page 27
**SCHED
 ULE OF
 HOURL
 Y**

Schedule for Hourly Rates
 (For complete information covering these items, see plans and specifications)

Item No.	Items	Unit	Mid American Underground MAU Rate		Mid American Underground MAU Rate		Mid American Underground MAU Rate	
			ST	OT	ST	OT	ST	OT
46	Project Manager	hr	150	150	150	150	150	150
47	Site Superintendent	hr	150	150	150	150	150	150
48	Office Administration	hr	60	60	60	60	60	60
49	Union Operator	hr	125	180	129	180	129	180
50	Union Labor	hr	120	175	124	175	124	175
51	Excavator 5000 to 9000	hr	40	40	40	40	40	40
52	Excavator 10000 to 12000	hr	51	51	51	51	51	51
53	Excavator 13000 to 22000	hr	60	60	60	60	60	60
54	Excavator 23000 to 34000	hr	66	66	66	66	66	66
55	Excavator 35000 to 54000	hr	87	87	87	87	87	87
56	Excavator 55000 to 76000	hr	98	98	98	98	98	98
57	Excavator 5000 to 9000 w/ Hammer	hr	80	80	80	80	80	80
58	Excavator 10000 to 12000 w/ Hammer	hr	102	102	102	102	102	102
59	Excavator 13000 to 22000 w/ Hammer	hr	120	120	120	120	120	120
60	Excavator 23000 to 34000 W/ Hammer	hr	132	132	132	132	132	132
61	Excavator 35000 to 54000 W/ Hammer	hr	174	174	174	174	174	174
62	Excavator 55000 to 76000 w/ Hammer	hr	350	350	350	350	350	350
63	Skid Steer < 2000 Lb	hr	34	34	34	34	34	34
64	Skid Steer 2000 to 4000	hr	34	34	34	34	34	34
65	Skid Steer < 2000 Lb w/Hyd Power Accessories	hr	68	68	68	68	68	68
66	Skid Steer 2000 to 4000 w/Hyd Power Accessories	hr	68	68	68	68	68	68
67	Wheel Loader 9000 to 15000	hr	75	75	75	75	75	75
68	Wheel Loader 16000 to 21000	hr	80	80	80	80	80	80
69	Wheel Loader 22000 to 32000	hr	125	125	125	125	125	125
70	Backhoe Loader 20000 to 30000	hr	60	60	60	60	60	60
71	Backhoe Loader 20000 to 30000 w/ Hammer	hr	120	120	120	120	120	120
72	Truck 150 or equal	hr	30	30	30	30	30	30
73	Truck 250 or equal	hr	30	30	30	30	30	30
74	Truck 350 or equal	hr	35	35	35	35	35	35
75	Truck 450 or equal	hr	45	45	45	45	45	45
76	Truck 550 or equal	hr	45	45	45	45	45	45
77	Truck 650 or equal	hr	45	45	45	45	45	45
78	Tandem Tractor	hr	80	80	80	80	80	80
79	Tandem Dump Truck	hr	80	80	80	80	80	80
80	10 Ton Tag	hr	20	20	20	20	20	20
81	20 Ton Tag	hr	25	25	25	25	25	25
82	35 Ton Lowboy (2axle)	hr	35	35	35	35	35	35
83	50 Ton Lowboy (3 axle)	hr	45	45	45	45	45	45
84	Dump Trailer (Semi)	hr	45	45	45	45	45	45
85	Vacuum Excavator Trailer Mounted	hr	85	85	85	85	85	85
86	Air Compressors < 200 CFM	hr	20	20	20	20	20	20
87	Gas saw hand	hr	17	17	17	17	17	17
88	Gas saw walk	hr	30	30	30	30	30	30
89	Jack Hammer < 80#	hr	5	5	5	5	5	5
90	Plate compactor	hr	5	5	5	5	5	5
91	Chainsaw	hr	15	15	15	15	15	15
92	Oxygen/ Acetylene Cutting Torch	hr	10	10	10	10	10	10
93	Water Pump up to 2"	hr	6	6	6	6	6	6
94	Water Pump 3"	hr	12	12	12	12	12	12
95	Water Pump 4"	hr	20	20	20	20	20	20
96	Generator up to 15000 watt	hr	25	25	25	25	25	25

RETURN WITH BID



Page 28
**SCHEDULE OF
 HOURS**
 Y

Schedule for Hourly Rates
 (For complete information covering these items, see plans and specifications)

Item No.	Items	Unit	Mid American Underground		Mid American Underground		Mid American Underground	
			MAU Rate		MAU Rate		MAU Rate	
			ST	OT	ST	OT	ST	OT
97	Light Tower 6000 watt	hr	25	25	25	25	25	25
98	Directional Drills up to 10000 lbs	hr	90	90	90	90	90	90
99	Directional Drills 10000 to 20000 lbs	hr	100	100	100	100	100	100
100	Directional Drills 21000 to 30000 lbs	hr	150	150	150	150	150	150
101	Directional Drills 31000 to 40000 lbs	hr	200	200	200	200	200	200
102	Aluminum Shore Box or equal up to 15 x 15	day	150	150	150	150	150	150
103	Hardwood Mat	day	25	25	25	25	25	25
104	Steel Road Plate	day	10	10	10	10	10	10

City of St. Charles, Illinois
Resolution No. _____

A Resolution Approve Contract Extension for Water, Sanitary Sewer and Storm Sewer Underground Point Repairs to Mid-American Underground in the amount of \$650,000

**Presented & Passed by the
City Council on _____, 2020**

WHEREAS, On April 3, 2018, the City received three bids for point repairs. Mid-American Underground was the vendor with the lowest unit cost.

WHEREAS, because Mid-American Underground has performed well and have been responsive to the City's needs, the Public Works Department invited Mid-American Underground to extend their contract for an additional year, with no price increases through FY21;

THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, that a Contract Extension for Water, Sanitary Sewer and Storm Sewer Underground Point Repairs be awarded to Mid-American Underground in the amount of \$650,000.

PRESENTED to the City Council of the City of St. Charles, Illinois, this__day of April, 2020

PASSED by the City Council of the City of St. Charles, Illinois, this__day of April, 2020

APPROVED by the Mayor of the City of St. Charles, Illinois, this__day of April, 2020

Raymond P. Rogina, Mayor

ATTEST:

City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:

**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: *IQ

Title:

Recommendation to approve a Resolution to approve Engineering Services Agreement for Basin SCO5 Phase 1 Flow Monitoring with Engineering Enterprises, Inc. in an amount not to exceed \$87,533

Presenter:

Tim Wilson

Meeting: City Council

Date: April 27, 2020

Proposed Cost: \$87,533

Budgeted Amount: \$88,000

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

The approach of the EPA approved Capacity, Management, Operations, and Maintenance (CMOM) Program was to divide the sewer collection system into 12 sub-basins. Each sub-basin was divided into three phases, each phase lasting one year. The first year for this sub-basin consists of infiltration and inflow sewer flow monitoring; the second year of the project would include a sewer system evaluation survey; the final year of the sub-basin would include rehabilitation.

As detailed in the CMOM Plan, City Staff is requesting to continue the Flow Monitoring Program in Basin SCO5 (see map). Basin SCO5 was selected as the area this year due to the age of the infrastructure. Along with the CMOM goal of reducing infiltration and inflow, the Flow Monitoring Program this year will also be evaluating the local trunk sewer main to determine capacity.

The basin is generally located between Timber Trails Subdivision to the north, Fox River to the east, Main Street to the south, and Randall Rd to the west. Flow monitoring will include 14 flow monitors for an eight week period of time while local weather data is collected. At the completion of Phase I (flow monitoring), recommendations will be made for Phase II, which is the Sewer System Evaluation Survey.




Attachments *(please list):*

* SCO5 Area Map * EEI Agreement for Consulting Engineering Services * Resolution

Recommendation/Suggested Action *(briefly explain):*

Recommendation to award Agreement for Engineering Services for Basin SCO5 Phase 1 Flow Monitoring to Engineering Enterprises Inc. for a not to exceed amount of \$87,533.


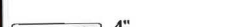


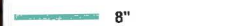


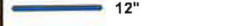


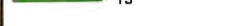
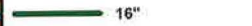


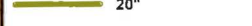
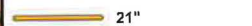
Legend

-  RAIN GAUGE
-  FlowMonitors
-  MANHOLE

Sanitary Mains

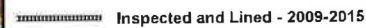
Diameter - Inches

Abandoned Mains

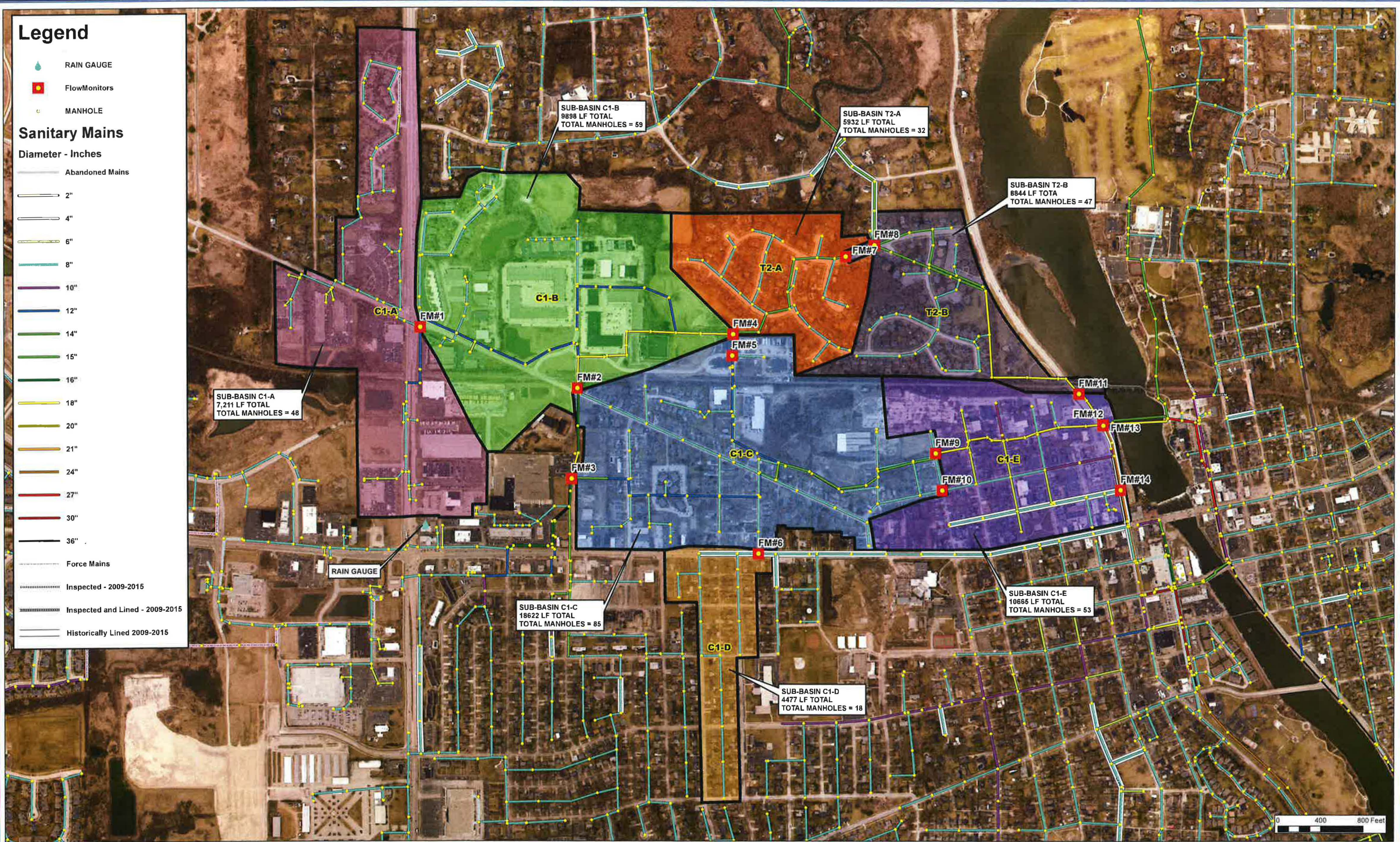
-  2"
-  4"
-  6"
-  8"
-  10"
-  12"
-  14"
-  15"
-  16"
-  18"
-  20"
-  21"
-  24"
-  27"
-  30"
-  36"

Force Mains

 Inspected - 2009-2015

 Inspected and Lined - 2009-2015

 Historically Lined 2009-2015



SUB-BASIN C1-A
7,211 LF TOTAL
TOTAL MANHOLES = 48

SUB-BASIN C1-B
9898 LF TOTAL
TOTAL MANHOLES = 59

SUB-BASIN T2-A
5932 LF TOTAL
TOTAL MANHOLES = 32

SUB-BASIN T2-B
8844 LF TOTAL
TOTAL MANHOLES = 47

SUB-BASIN C1-C
18622 LF TOTAL
TOTAL MANHOLES = 85

SUB-BASIN C1-E
10665 LF TOTAL
TOTAL MANHOLES = 53

SUB-BASIN C1-D
4477 LF TOTAL
TOTAL MANHOLES = 18



Engineering Enterprises, Inc.
 52 Wheeler Road
 Sugar Grove, Illinois 60554
 (630) 466-6700
 www.eeiweb.com

City of St. Charles
 2 East Main Street
 St. Charles, IL 60174
 (630) 377-4400

DATE:	1/2/2020
PROJECT NO.:	SR1914
BY:	MJT
PATH:	H:\GIS\PM-Data\StCharles\2019\SR1914\SR1914_Exhibit_A_SC05T2_Subbasin_Flow_Monitor.mxd
FILE:	SR1914_Exhibit_A_SC05T2_Subbasin_Flow_Monitor

I&I Reduction Program

Exhibit A
Basin SC05_T2 & SC05_C1
Proposed Flow Monitoring Plan





Engineering Enterprises, Inc.

April 10, 2020

Mr. Tim Wilson
Public Works Manager - Environmental Services
City of St. Charles
Two East Main Street
St. Charles, IL 60174

**Re: SCO5-T2 & C1 Flow Monitoring (Phase 1)
City of St. Charles, Kane & DuPage Cos., IL**

Dear Mr. Wilson:

In accordance with your request, enclosed for your review and consideration are two copies of our proposed agreement for the Subbasin SCO5-T2 & C1 Flow Monitoring within the City's sanitary sewer network. Flow monitoring of the SCO5-T2 & C1 Subbasin is part of the City's overall Inflow and Infiltration Reduction Program. Inflow & Infiltration (I/I) investigations are meant to delineate problematic areas of the system that are prime candidates for further sewer system evaluation work and appropriate rehabilitation.

The attached agreement includes a detailed scope of services, estimate of level of effort and associated cost, and schedule for the project. We are proposing to provide our professional engineering services on a time and materials basis for a not-to-exceed cost of \$87,533. Our proposed schedule is to conduct flow monitoring from mid-May through mid-July. We will complete the data analysis through the end of summer and complete the report in the fall.

The flow monitoring for the SCO5-T2 & C1 Subbasin was recommended for the City as part of the Capacity, Management, Operations, and Maintenance (CMOM) Plan written for the City in February 2016. Additional sewer system evaluation work and actual rehabilitation of the SCO5-T2 & C1 sewer system is scheduled for calendar years 2021 and 2022, respectively. The scope and cost of the rest of the 15-year long, multiphase I/I reduction program can be found in Table No. 3-3 of the February 2016 CMOM plan.

We look forward to continuing our outstanding partnership with the City and look forward to working with you and members of your staff on this project. If you have any questions or require any additional information, please do not hesitate to contact me.

Respectfully submitted,

ENGINEERING ENTERPRISES, INC.

A handwritten signature in blue ink that reads "Jeffrey W. Freeman".

Jeffrey W. Freeman, P.E., CFM, LEED AP
Chief Executive Officer

JWF/anu

Enclosures

pc: Matt Wilson – Public Works Division Manager (Via E-mail)
Dave Todd – Environmental Services Assistant Division Manager (Via E-mail)
STD, ANU, DMT & ARS – EEI (Via E-mail)

G:\Public\St. Charles\2019\SR1914 Basin SCO5-T2 & C1 Phase 1 Flow Monitoring\PSAILWilson.doc

**AGREEMENT FOR CONSULTING ENGINEERING SERVICES FOR
SUBBASIN SCO5-T2 & C1 FLOW MONITORING**

This Agreement made this _____ day of _____, 2020 by and between the City of St. Charles, Kane and DuPage Counties, Illinois, a municipal corporation of the State of Illinois (hereinafter referred to as the "CITY") and Engineering Enterprises, Inc. of 52 Wheeler Road, Sugar Grove, Illinois, 60554 (hereinafter referred to as the "ENGINEER").

In consideration of the mutual covenants and agreements contained in this Agreement, the CITY and the ENGINEER agree, covenant and bind themselves as follows:

1. Services: ENGINEER agrees to perform for the CITY the Services defined within Attachment A.
2. Direction: The Public Works Manager - Environmental Services, or his written designee, shall act as the CITY'S representative with respect to the Services to be provided by the ENGINEER under this Agreement and shall transmit instructions and receive information with respect to the Consulting Engineering Services.
3. Compensation: The work items, estimated staff time, and projected fees for each work item are summarized within Attachment B. Based on this computation, the CITY agrees to pay the ENGINEER for providing the Services set forth herein on a time and materials basis not-to-exceed an amount of \$87,533.
4. Term: The term of this Agreement shall be active through December 31, 2020 unless otherwise extended through written confirmation by both parties. The work items and phases shall be completed in accordance with the schedule defined within Attachment C.
5. Payment: Engineer shall invoice the CITY on a monthly basis for Services performed and any costs and expenses incurred during the previous thirty (30) day period. The CITY shall pay the ENGINEER within thirty (30) days of receipt of said invoice.
6. Termination: This Agreement may be terminated upon fourteen (14) days written notice of either party. In the event of termination, the ENGINEER shall prepare a final invoice and be due compensation calculated as described in paragraph 3 for all costs incurred through the date of termination.
7. Documents: All related writings, notes, documents, information, files, etc., created, compiled, prepared and/or obtained by the ENGINEER on behalf of the CITY for the Services provided herein shall be used solely for the intended project.
8. Notices: All notices given pursuant to this Agreement shall be sent Certified Mail, postage prepaid, to the parties at the following addresses:

The CITY:

City of St. Charles
Two East Main Street
St. Charles, IL 60174
Attn: Tim Wilson
Public Works Manager -
Environmental Services

The ENGINEER:

Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove, IL 60554
Attn: Jeffrey W. Freeman, P.E. CFM, LEED AP
Chief Executive Officer

9. Waiver: The failure of either party hereto, at any time, to insist upon performance or observation of any term, covenant, agreement or condition contained herein shall not in any manner be constructed as a waiver of any right to enforce any term, covenant, agreement or condition hereto contained.
10. Amendment: No purported oral amendment, change or alteration hereto shall be allowed. Any amendment hereto shall be in writing by the governing body of the CITY and signed by the ENGINEER.
11. Succession: This Agreement shall ensure to the benefit of the parties hereto, their heirs, successors and assigns.

IN WITNESS WHEREOF, we have hereunto signed our names the day and year first above written.

CITY OF ST. CHARLES

ENGINEERING ENTERPRISES, INC.:

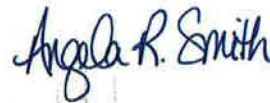


Mayor

Chief Executive Officer

ATTEST:

ATTEST:



Title: _____

Administrative Assistant

ATTACHMENT A – SCOPE OF SERVICES
SUBBASIN SCO5-T2 & C1 FLOW MONITORING (PHASE 1)
INFLOW AND INFILTRATION REDUCTION PROGRAM
City of St. Charles, Kane and DuPage Cos., IL

Introduction

The Subbasin SCO5-T2 & C1 flow monitoring phase will help delineate inflow and infiltration severity throughout the subbasin. The I/I Investigation for Subbasin SCO5-T2 & C1 is part of a 15-year, multiphase plan to complete flow monitoring, sewer system evaluation surveys, and rehabilitation as necessary for all mains within the St. Charles sanitary sewer system. The scope and cost of the Subbasin SCO5-T2 & C1 flow monitoring phase only covers the first portion of the flow monitoring study for SCO5-T2 & C1. The estimated scope and cost of the entire 15-year St. Charles Sanitary Basin Evaluation and Rehabilitation Plan can be found in Table No. 3-3 of the February 2016 CMOM plan.

As part of the Subbasin SCO5-T2 & C1 flow monitoring phase, the subbasin will be divided into seven (7) subbasins in order that the sanitary sewer flows and the correlating I/I can be further defined within the subbasin. The proposal includes flow monitoring at fourteen (14) locations for eight (8) weeks. The attached Exhibit A shows the locations of fourteen proposed flow monitoring locations and provides additional detail for all locations. All cost and schedule decisions were based off EEI's best knowledge of the SCO5-T2 & C1 Subbasin to-date. The proposed flow monitoring locations have been reviewed with City staff in order to ensure accessibility to all flow monitor monitors, as well as the appropriate placement of each flow monitor.

The base proposal also includes the installation of a recording rain gauge in a secure location to measure rainfall during the monitoring period. The quality of the flow monitoring results will be increased with an increased number of precipitation events. A minimum of two 1.0-inch or greater rain events over a 24-hour period is needed to make reasonable conclusions. The City will have the opportunity to increase the flow monitoring period at the end of the eight-week period should a sufficient rain event not occur or if they would wish to obtain additional data. Once sufficient flow monitoring data is obtained, the data will be provided to St. Charles for review.

The proposed work items for this project are as follows:

PROJECT FACILITATION & MEETINGS:

- 0.1 Project Administration
- 0.2 Project Initiation & Progress Meeting (2 Total Meetings)

FLOW MONITORING:

- 1.1 Divide Subbasin SCO5-T2 & C1 Into Sub-Subbasins
- 1.2 Monitor Flows (Assumes 14 Locations) Within Subbasin For 8 Weeks
- 1.3 Monitor Rainfall (Assumes 1 Location) Within Subbasin For 8 Weeks
- 1.4 Analyze Flows & Determine I/I by Sub-Subbasin

REPORT:

2.1 Prepare Flow Monitoring Report

Additional Services

The above scope summarizes the work items that will be completed for this contract. Additional work items, including additional meetings beyond the project initiation meeting defined in the above scope, shall be considered outside the scope of the base contract and will be billed in accordance with the Standard Schedule of Charges.

Attachment B:
ESTIMATE OF LEVEL OF EFFORT AND ASSOCIATED COST FOR PROFESSIONAL ENGINEERING SERVICES
BASIN SC05-T2 & C1 PHASE 1 (FLOW MONITORING) STUDY
INFLOW AND INFILTRATION REDUCTION PROGRAM
CITY OF ST. CHARLES, KANE AND DUPAGE COS., IL

WORK ITEM NO.	WORK ITEM	ENTITY:	EEI								SUB-CONSULTANT	WORK ITEM HOUR SUMM.	COST PER ITEM	
		PROJECT ROLE:	SENIOR PRINCIPAL	SENIOR PROJECT MANAGER	PROJECT ENGINEER	SENIOR PROJECT TECHN. I	PROJECT TECHN.	SURVEYING MANAGER	SENIOR PROJECT TECHN. II	ADMIN.				
		HOURLY RATE:	\$209	\$203	\$145	\$145	\$133	\$183	\$158	\$70				
PROJECT FACILITATION & MEETINGS														
0.1	Project Administration		1	4								5	\$1,021	
0.2	Project Initiation & Progress Meeting (2 Total Meetings)		4	8	6						2	20	\$3,470	
Project Facilitation Subtotal:			5	12	6	-	-	-	-	-	2	25	\$4,491	
FLOW & RAINFALL MONITORING														
1.1	Divide Subbasins SC05-T2 & C1 Into Sub-Subbasins		1	4	8	8						21	\$3,341	
1.2	Monitor Flows (Assumes 14 Locations) Within Subbasin For 8 Weeks		1	4	8						\$58,000	13	\$60,181	
1.3	Monitor Rainfall (Assumes 1 Location) Within Subbasin For 8 Weeks		1	2	4						\$1,200	7	\$2,395	
1.4	Analyze Flows & Determine I/I Severity By Subbasin		1	8	40							49	\$7,633	
Flow & Rainfall Monitoring Subtotal:			4	18	60	8	-	-	-	-	\$59,200	90	\$73,550	
REPORT														
2.1	Prepare Flow Monitoring Report		2	8	32	16					2	60	\$9,142	
Report Subtotal:			2	8	32	16	-	-	-	-	2	0	60	\$9,142
PROJECT TOTAL:			11	38	98	24	-	-	-	-	4	\$59,200	175	\$87,183


DIRECT EXPENSES	
Printing =	\$250
Mileage =	\$100
DIRECT EXPENSES =	\$350

LABOR EXPENSES	
Engineering Expenses =	\$24,223
Drafting Expenses =	\$3,480
Surveying Expenses =	\$0
Administrative Expenses =	\$280
Subconsultant Expenses =	\$59,200
TOTAL LABOR EXPENSES =	\$87,183

TOTAL CONTRACT COSTS =	\$87,533
-------------------------------	-----------------

**Attachment C:
SCHEDULE
BASIN SC05-T2 & C1 PHASE 1 (FLOW MONITORING) STUDY
2020 INFLOW AND INFILTRATION REDUCTION PROGRAM
CITY OF ST. CHARLES, KANE AND DUPAGE COS., IL**

WORK ITEM NO.	WORK ITEM	Year: 2020																																			
		Month: Apr			May			June			July			August			September			October			November														
		6	13	20	27	4	11	18	25	1	8	15	22	29	6	13	20	27	3	10	17	24	31	7	14	21	28	5	12	19	26	2	9	16	23	30	
CONTRACT APPROVAL																																					
a	Government Services Committee Meeting																																				
b	City Council Meeting																																				
PROJECT FACILITATION & MEETINGS																																					
0.1	Project Administration																																				
0.2	Project Initiation and Progress Meetings (2 Total Meetings)																																				
FLOW MONITORING																																					
1.1	Divide Subbasin SC05-T2 & C1 Into Subbasins																																				
1.2	Monitor Flows (Assumes 14 Locations) Within Subbasin For 8 Weeks																																				
1.3	Monitor Rainfall (Assumes 1 Location) Within Subbasin For 8 Weeks																																				
1.4	Analyze Flows & Determine I/I Severity By Subbasin																																				
REPORT																																					
2.1	Prepare Flow Monitoring Report																																				

Legend	
	City Council Meeting
	Project Administration Work Item(s)
	Meeting(s) & Field Visits
	Field & Analysis Work
	Report Development



Standard Schedule of Charges

January 1, 2020

EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$214.00
Principal	E-3	\$209.00
Senior Project Manager	E-2	\$203.00
Project Manager	E-1	\$183.00
Senior Project Engineer/Planner/Surveyor II	P-6	\$172.00
Senior Project Engineer/Planner/Surveyor I	P-5	\$160.00
Project Engineer/Planner/Surveyor	P-4	\$145.00
Senior Engineer/Planner/Surveyor	P-3	\$133.00
Engineer/Planner/Surveyor	P-2	\$121.00
Associate Engineer/Planner/Surveyor	P-1	\$109.00
Senior Project Technician II	T-6	\$158.00
Senior Project Technician I	T-5	\$145.00
Project Technician	T-4	\$133.00
Senior Technician	T-3	\$121.00
Technician	T-2	\$109.00
Associate Technician	T-1	\$ 96.00
GIS Technician	G-1	\$ 90.00
Engineering/Land Surveying Intern	I-1	\$ 79.00
Administrative Assistant	A-3	\$ 70.00

VEHICLES, REPROGRAPHICS, DIRECT COSTS, DRONE AND EXPERT TESTIMONY

Vehicle for Construction Observation		\$ 15.00
In-House Scanning and Reproduction	\$0.25/Sq. Ft. (Black & White)	
	\$1.00/Sq. Ft. (Color)	
Reimbursable Expenses (Direct Costs)	Cost	
Services by Others (Direct Costs)	Cost + 10%	
Unmanned Aircraft System / Unmanned Aerial Vehicle / Drone		\$ 200.00
Expert Testimony		\$ 250.00

City of St. Charles, Illinois
Resolution No. _____

**A Resolution to approve Engineering Services Agreement for Basin SC05
Phase 1 Flow Monitoring with Engineering Enterprises, Inc. in an
amount not to exceed \$87,533**

**Presented & Passed by the
City Council on _____, 2020**

WHEREAS, this study will be a continuation of services already established with Engineering Enterprises Inc. (EEI) and the work they have already completed in relation to capacity and CMOM studies;

THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, that the Engineering Services Agreement for Basin SC05 Phase 1 Flow Monitoring be awarded to Engineering Enterprises Inc. in the amount of \$87,533.

PRESENTED to the City Council of the City of St. Charles, Illinois, this__day of April, 2020

PASSED by the City Council of the City of St. Charles, Illinois, this__day of April, 2020

APPROVED by the Mayor of the City of St. Charles, Illinois, this__day of April, 2020

Raymond P. Rogina, Mayor

ATTEST:

City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: *IR

Title:

Recommendation to approve a Resolution Approving an Electric Easement at 2445 Dean Street Entrance

Presenter:

Paul Hopkins

Meeting: City Council

Date: April 27, 2020

Proposed Cost: \$0

Budgeted Amount: \$0

Not Budgeted:

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

The Electric Utility has been requested to install a streetlight at the property entrance due to safety concerns. There are no City streetlights in the area, and to install the power for the light, an easement for directionally boring a raceway from an existing Electric Utility splice box in an existing easement to the proposed light location is required. The Owner requested that the St. Charles Police Department review the location, which they did and approved the location, then engaged a surveyor to draft the attached easement document.

Attachments *(please list):*

* Plat of Easement

Recommendation/Suggested Action *(briefly explain):*

Recommendation to approve and execute Electric Utility Easement at 2445 Dean Street.

**City of St. Charles, Illinois
Resolution No. _____**

A Resolution approving an Electric Easement at 2445 Dean Street Entrance

**Presented & Passed by the
City Council on _____, 2020**

THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, that an Easement at 2445 Dean Street be executed by the City of St. Charles.

PRESENTED to the City Council of the City of St. Charles, Illinois, this__day of April, 2020

PASSED by the City Council of the City of St. Charles, Illinois, this__day of April, 2020

APPROVED by the Mayor of the City of St. Charles, Illinois, this__day of April, 2020

Raymond P. Rogina, Mayor

ATTEST:

City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: *IS

Title:

Recommendation to approve a Resolution Awarding the bid for Directional Boring Services and Landscape Restoration Services to Archon Construction Company.

Presenter:

Paul Hopkins

Meeting: City Council

Date: April 27, 2020

Proposed Cost: \$ 250,000.00

Budgeted Amount: \$ 250,000.00

Not Budgeted:

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

The Electric Utility utilizes directional boring for emergency repairs, new development work and distribution underground improvement. In spring of 2017 this work was bid and awarded to Archon as the lowest responsive bidder out of seven (7). The bid was awarded for a three-year period based on the first year's pricing and a 5% increase in year two and another 5% increase in year three, both of which were conditional upon the Electric Utility's satisfaction and customer service to the City of St. Charles. The third-year extension ends April 30, 2020, and the Electric Utility requested a price for a fourth-year extension because the work relationship between the Electric Utility and Archon has been very satisfactory and cost effective, and Archon returned a cost increase of 3% for the period of May 1, 2020 through April 30, 2021.

Attachments *(please list):*

* Letter of fourth-year pricing from Archon Construction dated February 13, 2020

Recommendation/Suggested Action *(briefly explain):*

Recommendation to award contract to Archon Construction Company LLC for Directional Boring and Landscape Restoration Services for the Electric Utility.



ARCHON CONSTRUCTION CO., INC.

UTILITY CONTRACTORS

"A CERTIFIED Woman's Business Enterprise"

"An Equal Opportunity Employer"

February 13, 2020

Steve Shroba
Electric Division
2 E. Main Street, St. Charles, IL 60174-1984
630 377-4475 sshroba@stcharlesil.gov

Steve,

Over the years, Archon has enjoyed a valued relationship with the City of St. Charles. We are very interested in continuing our great relationship for another year. We are requesting an extension to our existing contract with the following changes.

We would like to increase all the items by 3% except for the unit "machine dig pit". We would like to increase this unit to \$550.00. Please let me know if this works for you.

Thank you for your consideration in this matter.

Sincerely,

A handwritten signature in black ink that reads "Don Loizzo" with the year "2013" written below it. The signature is stylized and cursive.

Don Loizzo
General Manager

City of St. Charles, Illinois
Resolution No. _____

A Resolution Awarding the Bid for Directional Boring and Landscape Restoration Services to Archon Construction for a One Year Period beginning May 1, 2020 through April 30, 2021 in the amount of \$250,000

**Presented & Passed by the
City Council on _____, 2020**

WHEREAS seven bids were received from directional boring contractors in 2017;

WHEREAS Archon Construction was the low unit cost bidder on the high volume units and offered associated landscape restoration for the work they performed;

WHEREAS The proposals from 2017 included provisions for a three year contract and this is an extension for a fourth year using a 3% escalator;

THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, that an extension of the Bid for Directional Boring and Landscape Restoration Services be awarded to Archon Construction in an amount not to exceed \$250,000.

PRESENTED to the City Council of the City of St. Charles, Illinois, this__day of April, 2020

PASSED by the City Council of the City of St. Charles, Illinois, this__day of April, 2020

APPROVED by the Mayor of the City of St. Charles, Illinois, this__day of April, 2020

Raymond P. Rogina, Mayor

ATTEST:

City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:

**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: *IT

Title:

Recommendation to Approve a Resolution Authorizing the Mayor and the City Clerk of the City of St. Charles to Approve the Award of One (1) 2020 Altec Model DB37 Hydraulic Derrick “Backyard” Machine and Sell the replaced Altec Model DB30 unit number 2184 and its trailer unit number 2183.

Presenter:

Paul Hopkins

Meeting: City Council

Date: April 27, 2020

Proposed Cost: \$145,419

Budgeted Amount: \$146,000

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

The Electric Utility staff recommends the purchase of a 37’ Altec Industries Hydraulic Derrick “Backyard” Machine and matched 16,000 lb. trailer via the Sourcewell Cooperative Purchasing Program. The Electric Utility Division utilizes this piece of equipment year-round for access to residential area yards for overhead distribution utility pole replacement and installation which is necessary to maintain the electric distribution lines in older residential neighborhoods.

The replacement of this equipment was reviewed by the City’s Fleet Committee. The Sourcewell Cooperative Purchasing Program bid is for \$133,008 with an additional manufacturer required 16,000 lb. trailer at \$11,317 and complete unit delivery cost of \$1,094 from St. Joseph, Missouri. The existing unit’s pole height limitations and the significant repairs required in recent years have driven the need to replace the existing equipment. Staff is also seeking approval to sell the replacement equipment and trailer units number 2184 and 2183, backyard machine and trailer respectively.

Attachments *(please list):*

*Altec Specification and Bid Sheet *Altec Required Trailer, Delivery, and necessary pole handling jib Bid Sheet *Altec factory Cut-Sheet

Recommendation/Suggested Action *(briefly explain):*

Recommendation to approve the purchase of a new 2020 Altec DB37 Hydraulic Derrick “Backyard” Machine and trailer and sell the existing Altec DB30 unit and trailer, units number 2184 and 2183.



FOR NEW EQUIPMENT SALES, CALL
800.958.2555
TO SPEAK WITH AN ALTEC REPRESENTATIVE
or visit us online at altec.com

 **Altec**
BACKYARD
DIGGER DERRICK

FEATURES

- 5-Function HOP, Including Boom Down
- Hydraulic Tilting Pole Guides
- Electronic Side Load Protection (ESLP)
- Proportional Hydraulic Drive Pendant
- Insulating, Fiberglass Third Stage with 46 kV and Below Rating
- All Boom Sections Extend/Retract Hydraulically
- Full Capacity Fiberglass Upper Boom
- Fixed Steel Boom Flares at Boom Tip
- Hydraulic Auger Release
- Tool Circuit
 - » Below Rotation: Two-way, adjustable flow up to 6 GPM at 2,000 PSI
 - » Above Rotation: Adjustable flow up to 4.5 GPM at 2,000 PSI
- Capable of Setting a 50 ft, Class 1 Pole
- Travel/Drive Tilt Alarm for 15° Side Slope
- Boom and Auger Stow Protection (proximity switch)
- Radial Outriggers with 5 in of Penetration
- 12 in of Outrigger Ground Clearance
- Outrigger Interlocks (proximity switch)
- Outrigger Motion Alarm

OPTIONS

- Full-Function Radio Controls for Unit Drive and Boom
- Radio Remote Control Docking Station (for radio remote upper controls, ANSI compliant control interlocks)
- 16,000 lb (7257.5 kg) GVWR Capacity Trailer
- Single or Dual Aerial Platform with 300 lb Capacity
- 8 ft Fiberglass Material Handling Jib
- 110V AC Power Inverter w/ GFI Outlet
- Non-Marking “Gray Tracks”
- Turf Protection Pads (3 x 8 ft)
- Pole Dolly - 2,200 lb (997.9 kg) Capacity
- Pole Puller (includes chain)
- Hydraulic Tamp

Recommended safety equipment, available through Altec Supply, include a 5 lb fire extinguisher, triangular reflectors/road flares, fall protection equipment, outrigger pads, and 2 in front/rear receiver hitches.

Maximum Sheave Height	36.7 ft (11.2 m) 44.6 ft (13.6 m) with Optional Jib
Maximum Horizontal Reach	30.2 ft (9.2 m)
Maximum Lift Capacity	3,800 lb (1,724 kg)
Minimum Stowed Unit Width	34.5 in (87.6 cm)
Minimum Stowed Unit Length	18 ft (5.5 m)
Stowed Travel Height	6.9 ft (2.1 m)
Auger Diameter	18 in (45.7 cm)
Minimum Digging Depth	7 ft (2.1 m)
Digger Radius (min - max)	10.5 ft (3.2 m) - 19.5 ft (6 m)
Maximum Digging Motor Torque (Two Speed Hydraulic)	2,000 lb-ft (2,712 N-m)
Hydraulic Pump	16.5 GPM
Winch Rope Spec	90 ft (24.7 m) 1/2" minimum tensile 22,500 lb (10,206 kg)
Winch Line Pull	5,000 lb (2,268 kg)
Rotation	Continuous
Articulation	-6 to 75°
Rotation	Continuous
Unit Weight	8,900 lb (4,037 kg)
Kubota D902-E Diesel Engine	21.6 hp
Fuel Tank Capacity	6 gal (22.7 L) (operates 4.6 hrs @ full throttle)
Ground Contact Pressure	5.4 psi (.37 bar)
Cargo Deck with Anchor Points	34 x 45 x 39 in (86.4 x 114.3 x 99 cm)
Cargo Capacity	3,000 lb (1,360 kg)
Track Drive	2-speed, piston motor
Track Length	78 in (198 cm)
Track Extension (Tracks Extend Outward 9 in Each Side)	18 in (45.7 cm)
Maximum Drive Slope	15° Front to Back 15° Side to Side
Maximum Travel Speed	100 ft/min (1.8 k/hr) (high speed)

EXPANDABLE TRACKS

With an industry-leading minimum travel width of 34.5 inches, the DB37 is designed to fit through most 36 inch gates and other tight areas. The tracks are capable of extending 9 inches to provide the ability to traverse slopes up to 15 degrees side-to-side.



TIE-DOWN POINTS ON OUTRIGGERS

Tie-down points on all four of the fully hydraulic outriggers give the operator the ability to easily carry a pole up to 2,000 pounds in weight and 50 feet in length without having to unstow and maneuver the pole with the unit.



OPTIONAL COMBINED USE PLATFORM

The DB37 has an optional platform and material handling jib that gives the operator up to 38 feet of working height with the platform, in addition to simultaneously lifting up to 2,210 pounds with the material handling jib.



For more complete information on Altec products and services, visit us on the web at www.altec.com. Material and specifications are subject to change without notice. Featured units in photos may include optional features. Please contact an Altec representative for all available options. Altec® and the Altec logo are registered trademarks of Altec Inc. in the United States and various other countries and may not be used without permission.

© 2019 Altec Inc. All Rights Reserved. AIOSDB37-1019-v1-r3

Quoted for: CITY OF ST CHARLES
Customer Contact: GARY SITTLER
Phone: / **Email:** gsittler@stcharlesil.gov

Quoted by: VICKIE BELL
Phone: / **Email:** vickie.bell@altec.com
Altec Account Manager: CLAY GRAVES

REFERENCE ALTEC MODEL

DB37	Backyard Digger Derrick - Requires TRA (Trailer) Selection	\$131,573
------	--	-----------

(A.) SOURCEWELL OPTIONS ON CONTRACT (Unit)

1	DB37-TRA	MUST Quote feature required for BASE, 16K trailer	\$11,317
2			
3			
4			

(A1.) SOURCEWELL OPTIONS ON CONTRACT (General)

1	DEL-TRLR	Delivery other than standard drive away service per mile (delivery on trailer)	\$1,094
2			
3			
4			
5			
6			
7			
8			

SOURCEWELL OPTIONS TOTAL: \$143,984

(B.) OPEN MARKET ITEMS (Customer Requested)

1	UNIT		
2	UNIT & HYDRAULIC ACC	8 FT MATERIAL HANDLING JIB	\$1,435
3	BODY		
4	BODY & CHASSIS ACC		
5	ELECTRICAL		
6	FINISHING		
7	CHASSIS		
8	OTHER		

OPEN MARKET OPTIONS TOTAL: \$1,435

SUB-TOTAL FOR UNIT/BODY/CHASSIS: \$145,419

TOTAL FOR UNIT/BODY/CHASSIS: \$145,419

(C.) ADDITIONAL ITEMS (items are not included in total above)

1			
2			
3			
4			

Pricing valid for 45 days

NOTES

PAINT COLOR: White to match chassis, unless otherwise specified

WARRANTY: Standard Altec Warranty for Aerials and Derricks - One (1) year parts warranty One (1) year labor warranty Ninety (90) days warranty for travel charges (Mobile Service) Limited Lifetime Structural Warranty. Chassis to include standard warranty, per the manufacturer.

TO ORDER: To order, please contact the Altec Account Manager listed above.

CHASSIS: Per Altec Commercial Standard

DELIVERY: No later than 30-45 days ARO depending on stock availability, FOB Customer Location

TERMS: Net 30 days

BEST VALUE: Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry (Domestic and Overseas), Altec SENTRY Web/CD Based Training, Dedicated/Direct Gov't Sales Manager, In-Service Training with Every Order.

TRADE-IN: Equipment trades must be received in operational condition (as initial inspection) and DOT compliant at the time of pick-up. Failure to comply with these requirements, may result in customer bill-back repairs.

BUILD LOCATION: St. Joseph, MO

February 12, 2020
Our 91st Year

Ship To:
CITY OF ST CHARLES (IL)
2 EAST MAIN ST
SAINT CHARLES, IL 60174
US

Bill To:
CITY OF ST CHARLES (IL)
2 EAST MAIN ST
SAINT CHARLES, IL 60174
United States

Attn: Gary Sittler
Phone: 630-514-5157
Email: gsittler@stcharlesil.gov

Altec Quotation Number: 624967 - 1
Account Manager: Bradley Clay Graves
Technical Sales Rep: Vickie L Bell

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	<u>Unit</u>		
1.	Altec model DB37 hydraulic derrick, designed for mounting on a tracked carrier with a turntable winch, built in accordance with Altec's standard specifications and to include the following features:	1	
	<ul style="list-style-type: none"> A. Maximum sheave height is 36.7 feet (without jib), maximum sheave height is 44.6 feet (with jib), maximum horizontal reach is 30.2 feet, maximum digging radius is 19.5 feet, boom articulation is -6 degrees below horizontal to 75 degrees above horizontal. B. Winch, mounted at base end of the main boom - 3,800 pound working capacity (includes cable guides). C. Rope, material handling, 1/2 inch x 90 feet - installed, 3,800 pound rating. Includes eyes at both ends. D. Swivel hook/downhaul weight, 2.75 ton capacity. E. Continuous rotation is given by worm gear drive rotation, equipped with extended shaft for manual rotation. F. Hydraulic auger release. G. Pendant drive controls installed include proportional, independent drive controls for each track, track extend/retract, hi/low speed, and emergency stop. H. Drive control operation from radio or pendant controller. I. Start/stop from radio controls and at lower controls. J. Five (5) function Hydraulic Overload Protection (HOP) system operates from lower control station and radio remote. Visible load indicator gauge at operators platform. K. Outrigger/Unit Selector Control: Allows operator to divert hydraulic oil from machine circuit for outrigger operation. This reduces the potential for inadvertent outrigger movement during machine operation if outrigger controls are bumped. L. Outrigger motion alarm: Provides audible alarm when any of the outriggers are being hydraulically actuated. M. Outrigger/boom interlock system, prevents operation of unit until all outriggers are lowered. N. Tool circuit below rotation: two way, adjustable flow up to 6 GPM @ 2,000 psi. Tool circuit above rotation: adjustable flow up to 4.5 GPM @ 2,000 psi. 		

We Wish To Thank You For Giving Us The Pleasure
And Opportunity of Serving You

UTILITY EQUIPMENT AND BODIES SINCE 1929

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	<ul style="list-style-type: none"> O. 23.5 hp diesel engine and direct drive pump provide hydraulic power for carrier and unit operation. P. Fuel tank, installed, 6 gallon capacity. Q. Hydraulic oil reservoir, 16.8 gallon capacity. R. Pole carrier, one D ring installed on each outrigger leg (2,000 lb capacity). S. Carrier, track driven, skid-steer with retractable tracks and 2 speed hydraulic piston motors providing max travel speed of 100 feet/minute. Tracks have a minimum spread of 34 inches and maximum spread of 46.8 inches. Maximum drive slopes while tracks are extended are 15 degrees side to side and 15 degrees front to back. Maximum drive slopes while tracks are retracted are 5 degrees side to side and 15 degrees front to back. T. Insulated, 46 kV and below. U. Painted white with Altec's powder coat paint process which is highly resistant to chipping, scratching, abrasion, and corrosion. Paint is electro-statically applied to the inside as well as outside of fabricated parts then high temperature cured prior to assembly ensuring maximum coverage and protection. V. Digger derrick conforms to ANSI A10.31-2006. W. This product is designed and manufactured in facilities that are certified to meet ISO 9001 requirements. X. ANSI Z535 Safety and Instructional Signs, installed. Y. Two (2) Operators and Maintenance/Parts Manuals. 		
2.	Combined Use, Platform/Material Handling	1	
3.	Digger function, two speed, fully proportional, 2,000 ft-lbs (2710 N-m) - includes all of the components necessary to operate digger (installed).	1	
4.	Feeder Tubes: Addition of feeder tubes will give a dedicated line to the digger preventing the operator from having to disconnect the digger each time after use.	1	
5.	Altec Electronic Side Load Protection (eSLP) - includes indicator gauge and lamp	1	
6.	Radio Remote Lower Controls (Traditional) (DB37)	1	
7.	Radio Remote Control Layout: COUNTER-CLOCKWISE, push lever to Right rotates boom Counter-Clockwise	1	
8.	Platform docking station for radio controls.	1	
9.	No Derrick Tong Protectors	1	
10.	Outriggers - Four (4) hydraulic operated radial outriggers with pivot shoes. Outriggers are equipped with D-rings to carry up to a 2,000 LB (907 kg) pole on either side of unit, combined total not to exceed 3,000 lbs. Outrigger spread is 8' 8" at front of machine and 10' 8" at the rear of machine. The distance from front outrigger shoe to rear outrigger shoe at maximum spread setup is 10' 8".	1	
11.	Jib - Fiberglass, 8 foot material handling (one piece). Manual articulation accomplished utilizing five (5) pinning positions. Includes boom mounting bracket and hardware, pins, and trailer bracket.	1	
12.	Platform - Fiberglass, pin-on, 24 x 24 x 40 nominal. Includes interior/exterior platform access step and mounting bracket. 300 pound platform capacity, platform can be attached to either side of bracket, provides up to 40 foot working height. (Note: Requires radio remote controls and docking station).	1	

We Wish To Thank You For Giving Us The Pleasure
And Opportunity of Serving You

UTILITY EQUIPMENT AND BODIES SINCE 1929

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
13.	Platform cover - Soft vinyl, 24 x 24 inches (610 x 610 mm).	1	
14.	Platform liner - for single, one-man, side mounted fiberglass platform (24 x 24 x 40). 50kV.	1	
15.	Hydraulic Tilting Pole Guides with hydraulic open and close. Provides 60 degrees of articulation.	1	
16.	16,000 LB GVWR Steel, Tandem Axle Trailer, Load Trail 16K-CH8018082_19017, to Include: <ul style="list-style-type: none"> A. Full powder coat black paint, 2 x 6 treated wood floor, and 2 foot diamond plate dovetail B. 10 Inch Channel Frame C. 80 inch Bed Width x 18 Feet Long. 102 inches overall width D. 5 foot trailer tongue E. Two (2) 8,000 Lb Dexter Spring Axles, Non Oil Bath F. Four (4) Tires, 215-75R-175H- Single 17.5 - 8 Lug G. Safety Chains: 18,800 LB 5/16 x 28 G#80 with slip hook and latch H. Electric brakes with break-a-way & charger I. Enclosed electrical wiring, LED lighting and 6-way round electric plug wired to SAE standards J. Heavy duty full width, split center, spring assist loading ramps with support legs K. 12K spring loaded drop leg jack L. Flat Mounting Plate with multiple hole position for pintle adjustment, 3 inch pintle ring M. Front tongue mount tool box with locking latch, 22 inches tall N. Four (4) D-ring tie downs welded to trailer frame and four (4) heavy duty nylon ratchet tie down straps O. Outrigger pad and wheel chock holders 	1	
17.	Black tracks, standard tread. (Note: By nature of the material, rubber will crack due to UV and ozone degradation with age. To minimize this, store tracks or tacked equipment indoors or cover the track to avoid excessive sunlight exposure.)	1	
18.	Cargo Platform - Maximum weight capacity of 3,000 lbs.	1	
19.	Fall protection system - to include one body harness and deceleration type lanyard.	1	
20.	Additional Unit Option Altec Nylon Outrigger Pad, Yellow, 18 x 18 x 0.63 Inch, With Handle.	4	
21.	Additional Unit Option Install outrigger pad holder to the front of the boom rest. Need to be able to access outrigger pads from both curbside and streetside. Include a lip at the bottom of holder to retain pads. Include a pendulum retainer in center on each side of pad holder.	1	
<u>Unit & Hydraulic Acc.</u>			
22.	Dirt Auger, 18 Inch DIA, 2 Inch Hex X 59 Inch L, Dual Flight (Painted Black)	1	
23.	HVI-22 Hydraulic Oil (Standard).	25	

We Wish To Thank You For Giving Us The Pleasure
And Opportunity of Serving You

UTILITY EQUIPMENT AND BODIES SINCE 1929

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
<u>Body and Chassis Accessories</u>			
24.	Rubber Wheel Chocks, (1 pair), with metal hair pin handle.	1	
25.	Triangular Reflector Kit, Shipped Loose	1	
26.	5 LB Fire Extinguisher With Light Duty Bracket, Shipped Loose	1	
<u>Finishing Details</u>			
27.	Powder Coat Unit Altec White	1	
28.	Apply Non-Skid Coating to all walking surfaces	1	
29.	English Safety And Instructional Decals	1	
30.	Dielectric test unit according to ANSI requirements.	1	
31.	Stability test unit according to ANSI requirements.	1	
32.	Completed Test Forms To Be Included In The Manual Pouch	1	
	A. Stability Test Form		
	B. Dielectric Test Form (For Insulated Units)		
33.	Focus Factory Build	1	
34.	Delivery Of Completed Unit	1	
35.	As Built Electrical And Hydraulic Schematics To Be Included In The Manual Pouch	1	
36.	FA Unit Designator - DB37	1	
37.	Stock Unit	1	
<u>Additional Pricing</u>			
38.	Standard Altec Warranty: One (1) year parts warranty, one (1) year labor warranty, ninety (90) days warranty for travel charges, limited lifetime structural warranty	1	

Unit / Body / Chassis Total	145,419.00
FET Total	0.00
Total	145,419.00

Altec Industries, Inc.

BY _____

We Wish To Thank You For Giving Us The Pleasure
And Opportunity of Serving You

UTILITY EQUIPMENT AND BODIES SINCE 1929

Vickie L Bell

Notes:

**City of St. Charles, Illinois
Resolution No. _____**

A Resolution Authorizing the Mayor and the City Clerk of the City of St. Charles to Approve the Award of One (1) 2020 Altec Model DB37 Hydraulic Derrick “Backyard” Machine and Sell the replaced Altec Model DB30 unit number 2184 and its trailer unit number 2183

**Presented & Passed by the
City Council on _____, 2020**

BE IT RESOLVED by the Mayor and City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, that the Mayor and City Clerk be and the same are hereby authorized to approve the award of one (1) 2020 Altec Model DB37 Hydraulic Derrick “Backyard” Machine and Sell the replaced Altec Model DB30 unit number 2184 and its trailer unit number 2183.

PRESENTED to the City Council of the City of St. Charles, Illinois, this _____ day of April, 2020

PASSED by the City Council of the City of St. Charles, Illinois this _____ day of April, 2020

APPROVED by the Mayor of the City of St. Charles, Illinois, this _____ day of April, 2020

Raymond P. Rogina, Mayor

ATTEST:

City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: IU

Title: Motion to Approve an Ordinance Confirming and Extending a Declared State of Emergency within the City of St. Charles Due to the COVID-19 Pandemic

Presenter: Mark Koenen

Meeting: City Council

Date: April 27, 2020

Proposed Cost: \$

Budgeted Amount: \$

Not Budgeted:

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

As result of the recent COVID-19 pandemic and the anticipated future impacts of this world crisis, the City Council of St. Charles recognizes the potential disruption to City operations that will likely be caused by this public health emergency in the near future. The Illinois Municipal Code, 65 ILCS 5/11-1-6, provides for the declaration of a state of emergency and the grant of extraordinary authority to the Mayor by the corporate authorities; and the Illinois Emergency Management Agency Act, 20 ILCS 3305/11, further provides for emergency local disaster declaration by the principal executive officer or his or her interim emergency successor.

It is the policy of the City of St. Charles that the City will be prepared to address any emergencies and, therefore, pursuant to Section 5/11-1-6 of the Illinois Municipal Code, Section 20 ILCS 3305/11 of the Illinois Emergency Management Agency Act and Sections 2.34, entitled "Civil Emergency," and 2.36, entitled "Emergency Management Agency of the Code of the City," it is necessary and appropriate to establish standards for the determination of whether a state of emergency exists authorizing the Mayor to exercise extraordinary power and authority, by executive order, during the possible state of emergency, to ensure that the effects are mitigated and minimized and that residents and visitors in the City remain safe and secure.

On March 18, the City Council approved Ordinance 2020-M-11 Establishing Temporary Executive Powers Pursuant to 65 ILCS 5/11-1-6, 20 ILCS 3305/11 and Sections 2.34 and 2.36 of the City of St. Charles Code.

On April 6, 2020 the City Council approved Ordinance 2020-M-12 Confirming and Extending a Declared State of Emergency Within the City of St. Charles Due to the COVID-19 Pandemic.

The City now desires to confirm and extend the State of Emergency and continue the Mayor's extraordinary powers by executive order during a state of emergency within the City. The duration for this extension is the duration of the Emergency Declaration. However, if the Governor or Mayor deems the State of Emergency no longer exists, the Ordinance shall cease.

Included with the Ordinance is Executive Order No. 2. This Order addresses face coverings, parroting the Governor's directive published on April 23. Additionally, the Mayor's Order includes a "Penalty" should the Police Department find it necessary to enforce this Order. The goal of the Mayor's Order is not the penalty, rather a tool to cause a modification of behavior and compliance with the Governor's Order.

Attachments *(please list):*

Ordinance

Executive Order in Response to COVID-19 Emergency Face Covering Measures (COVID-19 Executive Order No. 2)

Recommendation/Suggested Action *(briefly explain):*

Approve an Ordinance Confirming and Extending a Declared State of Emergency Within the City of St. Charles Due to the COVID-19 Pandemic

City of St. Charles, Illinois
Ordinance No. _____

**An Ordinance Confirming and Extending a Declared State of Emergency
Within the City of St. Charles Due to the COVID-19 Pandemic**

WHEREAS, the City of St. Charles (“City”) has a population of more than 25,000 persons and is, therefore, a home rule unit under subsection (a) of Section 6 of Article VII of the Illinois Constitution of 1970; and

WHEREAS, subject to said Section, a home rule unit may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals, and welfare; and

WHEREAS, on March 9, 2020, the Governor of the State of Illinois issued a Gubernatorial Disaster Proclamation declaring a state of emergency throughout the State of Illinois as a result of the COVID-19 pandemic; and

WHEREAS, on March 18, 2020, the City passed Ordinance No. 2020-M-11, establishing temporary executive powers and the Mayor of the City declared a state of emergency within the City pursuant to 65 ILCS 5/11-1-6, 20 ILCS 3305/11 and Sections 2.34 and 2.36 of the City Code of the City; and

WHEREAS, on April 6, 2020, the City passed Ordinance No. 2020-M-12, confirming and extending to and until May 4, 2020 a declared state of emergency within the City due to the COVID-19 pandemic; and

WHEREAS, while the City is currently responding to this COVID-19 pandemic, it is deemed necessary and in the interest of the people of the City, in accordance with the City’s responsibility to ensure public health and safety and pursuant to the authority vested in the City pursuant to the Illinois Constitution, including Article VII, Section 6 of the 1970 Illinois Constitution, the laws of the State of Illinois, including Section 11 of the Illinois Emergency Management Agency Act, 20 ILCS 3305/11, Sections 11-1-6, 11-20-5, 8-10-5 and 10-3-6, among others, of the Illinois Municipal Code and Sections 2.34 and 2.36 of the Code of the City, to consent to the declaration that an emergency exists within and a disaster exists in the City and renew and continue the emergency powers of the Mayor.

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

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

2. **DECLARATION OF AN EMERGENCY AND DISASTER.** It is hereby determined that it is advisable, necessary and in the best interest of the City that the findings, determination and declaration of the Mayor on March 18, 2020, as extended, that a state of emergency and a disaster exists in the City due to the coronavirus disease (COVID-19) outbreak continues to exist and that the actions taken by the Mayor resulting from and in furtherance of that declaration, including but not limited to COVID-19 Executive Order No. 2, Emergency Face Covering Measures, be and are hereby ratified and affirmed.

3. **EXECUTIVE ORDER.** The Mayor shall be and is hereby authorized and directed to continue to exercise by executive order the extraordinary emergency powers and authority as conferred and as may be reasonably necessary to respond to the emergency during the time that this state of emergency exists.

4. **DURATION.** This Ordinance shall remain in effect through May 30, 2020, provided that the Ordinance shall immediately cease to be effective upon a declaration by the Governor or the Mayor that the state of emergency related to the COVID-19 pandemic no longer exists.

5. **AUTHORITY TO EXECUTE AND ENFORCE.** The officials, officers, employees and agents of the City are authorized to take such actions and execute such documents as are necessary to carry out the purpose and intent of this Ordinance. The Mayor, police officers, and all other officers and employees of the City shall enforce the rules and regulations so adopted and orders issued by the Mayor pursuant to this Ordinance.

6. **NOTICE.** Upon issuing the proclamation herein authorized, the City Clerk shall notify the news media situated within the City, and shall cause copies of the proclamation declaring the existence of the emergency to be posted at the following places within the City: City Hall and the police station.

7. **SEVERABILITY.** If any provision of this Ordinance, or the application of any provision of this Ordinance, is held unconstitutional or otherwise invalid, such occurrence shall not affect other provisions of this Ordinance, or their application, that can be given effect without the unconstitutional or invalid provision or its application. Each unconstitutional or invalid provision, or application of such provision, is severable, unless otherwise provided by this Ordinance.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

8. REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed to the extent of the conflict.

PRESENTED to the City Council of the City of St. Charles, Illinois, this 27th day of April, 2020.

PASSED by the City Council of the City of St. Charles, Illinois, this 27th day of April, 2020.

APPROVED by the Mayor of the City of St. Charles, Illinois, this 27th day of April, 2020.

Raymond P. Rogina, Mayor

ATTEST:

City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:

City of St. Charles
Office of the Mayor
St. Charles, Illinois

April 24, 2020

Executive Order 2020-2

**EXECUTIVE ORDER IN RESPONSE TO COVID-19
EMERGENCY FACE COVERING MEASURES
(COVID-19 EXECUTIVE ORDER NO. 2)**

WHEREAS, COVID-19 (a/k/a Novel Coronavirus) is a severe respiratory illness caused by the SARS-CoV-2 virus, a new strain of coronavirus that is spread from person to person, posing a threat to the health and safety of the residents of the City of St. Charles; and

WHEREAS, no drug or vaccine is currently available to treat or prevent COVID-19; and

WHEREAS, on January 27, 2020, United States Department of Health and Human Services Secretary Alex Azar declared a national public health emergency due to COVID-19; and

WHEREAS, on March 9, 2020, Illinois Governor J.B. Pritzker issued a Gubernatorial Disaster Proclamation declaring that all counties in the State of Illinois, including Kane and DuPage Counties, are disaster areas due to the Novel Coronavirus; and

WHEREAS, on March 11, 2020, the World Health Organization (“WHO”) declared COVID-19 to be a global pandemic; and

WHEREAS, on March 13, 2020, President of the United States Donald Trump issued a declaration of a national emergency due to the growing COVID-19 crisis in the United States, and on March 26, 2020, President Trump issued a major disaster declaration for the State of Illinois due to the COVID-19 crisis; and

WHEREAS, on March 20, 2020, Governor Pritzker issued an Executive Order requiring all non-essential persons to stay at home with limited exceptions and non-essential businesses to cease operations with limited exceptions, which was recently extended to May 30, 2020 (“Stay at Home Order”); and

WHEREAS, on March 18, 2020, Raymond P. Rogina, as Mayor of the City of St. Charles (“City”) issued a Declaration of a Local State of Emergency for the City to address the impact of COVID-19 on the City and its residents and businesses and property owners (“Emergency Declaration”); and

WHEREAS, the Emergency Declaration provides the Mayor with, among other powers, the authority “to take any and all actions and issue any order as is imminently necessary for the protection of life, property, health, safety, and public welfare; and

WHEREAS, the WHO has indicated that COVID-19 is spread primarily by respiratory droplets produced when an infected person coughs or sneezes and droplets can also be generated by talking, laughing, or exhaling; and

WHEREAS, the Center for Disease Control (“CDC”) has stated that people experiencing no symptoms can spread COVID-19 more widely than previously thought, and that people are the most contagious before they start showing symptoms; and

WHEREAS, on April 3, 2020, the CDC announced that it recommends wearing cloth face coverings in public settings where other social distancing measures are difficult to maintain (*e.g.*, grocery stores and pharmacies); and

WHEREAS, the U.S. Surgeon General acknowledged that there is a significant amount of asymptomatic spread and recommends that individuals use face coverings to reduce the spread of COVID-19; and

WHEREAS, the Director of the National Institute of Allergy and Infectious Diseases has further recommended that individuals wear facial coverings to prevent individuals from infecting others; and

WHEREAS, the number of individuals in Illinois infected with COVID-19 continues to increase regularly, and often daily, and each day COVID-19 continues its spread constitutes a separate occurrence of this natural disaster; and

WHEREAS, preparedness, response, and recovery from the COVID-19 virus are of paramount importance and the virus has the risk of substantially endangering the health, safety, and property of the citizens of the City of St. Charles.

THEREFORE, pursuant to the authority vested in the Office of Mayor by the Illinois Municipal Code (65 ILCS 5/11-1-6), the Illinois Emergency Management Agency Act (20 ILCS 3305/1), the City Code of the City of St. Charles (Secs. 2.34 and 2.36), the Emergency Declaration issued on March 18, 2020, and the findings set forth above, I, Raymond P. Rogina, Mayor of the City of St. Charles, in an effort to encourage people to be courteous of one another, protect essential workers, and the overall health and safety of the public, do hereby order the following:

A. Covering of Nose and Mouth. Except as provided in Subsection B, all persons over the age of two are required to wear some form of covering over their nose and mouth (such as a homemade mask, scarf, bandana, or handkerchief) while engaging in the following activities:

1. Working in Essential Businesses and Operations (as defined by Governor Pritzker’s Stay at Home Order) that are open to the public or when employees have contact with the public to include, without limitation, grocery stores, restaurants, hardware and supply stores, financial institutions, laundry services, essential government functions, etc.

2. In a public place where unable to practice six foot social distancing, and engaging in essential activities such as shopping for necessary supplies and services, seeking medical supplies or medication, visiting a health care professional, etc.

3. Riding in public transportation, taxis, or ride shares.

A business owner or operator may refuse admission or service to any individual who fails to wear face coverings as required by this Order.

B. Exceptions. Subsection A will not apply to any person who is engaging in the following activities:

1. Outdoor activity and permissible outdoor physical activity as defined in the Stay at Home Order (walking, hiking, running, or biking) while practicing social distancing of at least six feet from others.

2. Riding in a personal vehicle.

3. When alone or with household members in a separate single space.

4. When doing so poses a greater health, safety, or security risk to the individual or the public.

5. When drinking or eating.

C. Types of Face Coverings. Appropriate face coverings include homemade masks, scarves, bandanas, or handkerchiefs. Medical-grade masks or N95 respirators should be reserved for use by health care and medical providers and first responders.

D. Penalty. The City of St. Charles Police Department is authorized to enforce this Executive Order. Any violation of this Executive Order may subject the violator to a fine in an amount of not less than \$50.00 and not exceeding \$500.00 per each violation.

E. Severability. If any provision of the Executive Order or its application to any person or circumstance is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision or application of this Executive Order, which can be given effect without the invalid provision or application. To achieve this purpose, the provisions of this Executive Order are declared to be severable.

The intent of this Executive Order is to further increase the wearing of face coverings when in public to reduce the spread of the COVID-19 virus, protect essential workers and all members of our community. This Executive Order does not alleviate the need for strict social distancing practices and adherence to the Stay at Home Order.

This Executive Order will be effective as of May 1, 2020, at 12:00 a.m., and shall expire at the conclusion of the earlier Emergency Declaration, as may be extended, or the Stay at Home

Order. This Executive Order will be filed with the City of St. Charles Clerk as soon as practicable.

Raymond P. Rogina, Mayor

Issued by the Mayor of St. Charles on April 24, 2020.
Filed with the City Clerk on April 24, 2020.



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: IV

Title:

Recommendation to approve an Ordinance Amending Title 13, “Public Utilities, Chapter 13.12 “Sewers” of the St. Charles Municipal Code to Allow for Changes in the Rate Structure for the Sewer Utility.

Presenter:

Chris Minick, Finance Director

Meeting: City Council

Date: April 27, 2020

Proposed Cost: \$N/A

Budgeted Amount: \$

Not Budgeted:

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

In conjunction with the implementation of the FY 2020-2021 budget, Staff is seeking approval of the attached Ordinance to enact changes in the utility rate structure. This ordinance reflects the rates utilized in the preparation of the FY 2020-2021 budget presented to the City Council on April 6, 2020. The projections and amounts included in the budget presentation are predicated on the rate structure created by the Ordinances attached.

If approved as proposed, these rate changes would be effective with bills sent in June.

Attachments *(please list):*
Sewer Rate Ordinance

Recommendation/Suggested Action *(briefly explain):*

Recommendation to Approve an Ordinance Amending Title 13, “Public Utilities, Chapter 13.12 “Sewers” of the St. Charles Municipal Code to Allow for Changes in the Rate Structure for the Sewer Utility.

City of St. Charles, Illinois
Ordinance No. 2020-M-_____

**An Ordinance Amending Title 13 “Public Utilities”, Chapter 13.12,
“Sewers”, of the St. Charles Municipal Code**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ST.
CHARLES, KANE AND DUPAGE COUNTIES, ILLINOIS, as follows:

Section 1. That Title 13 “Public Utilities”, Section 13.12.830 “Charges for Residential Users”, Subsection A, Section 13.12.840 “User Charges for Metered Water Consumption and Nonresidential Use”, Subsection A, is hereby deleted in its entirety and in lieu thereof the following language shall be substituted:

“13.12.830 Charges for Residential Users

A. The residential sewer user charge shall be as follows:

- 1. The following rate shall be charged for sewer service to all residential users of City sewers based upon metered water consumption: twenty dollars and twenty-seven cents (\$20.27) demand charge per month plus six dollars and forty-two cents (\$6.42) per one thousand gallons of water used with a maximum sewer charge not to exceed 130% of a residential user’s winter quarter water usage average. The residential user’s “winter quarter” water usage shall be defined as the water that is billed to the user in the months of January, February, and March. When the 130% calculation produces a fractional result, the customer maximum will be raised to the next whole number.**
2. Residential users in a building with more than one dwelling unit and with each unit having a sewer connection but no city water meter shall be charged the existing residential sewer demand charge per month. Sewer usage charge shall be billed to the customer billed for the water service and shall be based on the water used at the existing residential sewer rate per one thousand gallons.
3. Residential users in a building with only one dwelling unit with sewer connection but no city water purchases shall be charged for eight thousand gallons of usage at the existing residential rate per one thousand gallons plus the existing demand charge per month.
4. For new or recently constructed residential buildings or other customers which have a water meter and incomplete history of water consumption during a winter quarter, the existing residential rate per thousand gallons plus the existing demand charge per month shall be applied to their metered water consumption until the completion of a winter quarter.

5. **A fee is hereby imposed upon all residential users of City sewers for the purpose of funding various projects required to comply with mandatory standards promulgated by the United States and the Illinois Environmental Protection Agencies. This fee, termed “EPA Mandate Fee”, will be set at a flat rate of two dollars and fifteen cents (\$2.15) per month.”**

“13.12.840 User Charges for Metered Water Consumption and Nonresidential Use

A. The non-residential sewer user charge shall be as follows:

1. **The following rate shall be charged for sewer service to all non-residential users of City sewers based upon metered water consumption: twenty dollars and twenty-seven cents (\$20.27) demand charge per month plus six dollars and forty-two cents (\$6.42) per one thousand gallons of water used.**
2. **The following rate shall be charged for sewer service to all non-residential users of City sewers where water consumption does not reflect the actual quantity of wastewater tributary to the wastewater treatment works: twenty dollars and twenty-seven cents (\$20.27) demand charge per month plus six dollars and forty-two cents (\$6.42) per one thousand gallons of wastewater actually discharged into the sewer system.**
3. Non-residential users in a building with more than one non-residential unit and with each unit having a sewer connection but no city water meter shall be charged the existing non-residential sewer demand charge per month. Sewer usage charge shall be billed to the customer billed for the water service and shall be based on the water used at the existing non-residential sewer rate per one thousand gallons.
4. Non-residential users in a building with no water purchases and a sewer connection without flow measurement equipment shall be charged the existing non-residential sewer demand charge per month, plus a user charge equivalent to six thousand gallons of usage at the existing non-residential sewer use rate per one thousand gallons. Non-residential users may be required to install flow measurement equipment pursuant to the conditions set forth in Section 13.12.940B.
5. **A fee is hereby imposed upon all non-residential users of City sewers for the purpose of funding various projects required to comply with mandatory standards promulgated by the United States and the Illinois Environmental Protection Agencies. This fee, termed “EPA Mandate Fee”, will be set at a flat rate of two dollars and fifteen cents (\$2.15) per month.”**

Section 2. That this Ordinance shall be in full force and effect ten (10) days from and after its passage, approval and publication in pamphlet form as provided by law; provided, however, that the rates set forth herein shall be effective for the first billing subsequent to June 1, 2020.

Section 4. That after the adoption and approval hereof this Ordinance shall (i) be printed or published in book or pamphlet form, published by the authority of the Council, or (ii) within thirty (30) days after the adoption and approval hereof, be published in a newspaper published in and with a general circulation within the City of St. Charles.

PRESENTED to the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, this _____ day of April, 2020.

PASSED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, this _____ day of April, 2020.

APPROVED by the Mayor of the City of St. Charles, Kane and DuPage Counties, Illinois, this _____ day of April, 2020.

Raymond P. Rogina, Mayor

ATTEST:

City Clerk

COUNCIL VOTE:

Ayes: _____

Nays: _____

Absent: _____

**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: IW

Title:

Recommendation to approve an Ordinance Amending Title 13, “Public Utilities, Chapter 13.16 “Water” of the St. Charles Municipal Code to Allow for Changes in the Rate Structure for the Water Utility.

Presenter:

Chris Minick, Finance Director

Meeting: City Council

Date: April 27, 2020

Proposed Cost: \$N/A

Budgeted Amount: \$

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

In conjunction with the implementation of the FY 2020-2021 budget, Staff is seeking approval of the attached Ordinance to enact changes in the utility rate structure for the water utility. This ordinance reflects the rates utilized in the preparation of the FY 2020-2021 budget presented to the City Council on April 6, 2020. The projections and amounts included in the budget presentation are predicated on the rate structure created by the Ordinances attached.

If approved as proposed, these rate changes would be effective with bills sent in June.

Attachments *(please list):***Water Rate Ordinance****Recommendation/Suggested Action** *(briefly explain):*

Recommendation to Approve an Ordinance Amending Title 13, “Public Utilities, Chapter 13.16 “Water” of the St. Charles Municipal Code to Allow for Changes in the Rate Structure for the Water Utility.

City of St. Charles, Illinois
Ordinance No. 2020-M-_____

**An Ordinance Amending Title 13 “Public Utilities”, Chapter 13.16, “Water”,
of the St. Charles Municipal Code**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ST. CHARLES,
KANE AND DUPAGE COUNTIES, ILLINOIS, as follows:

Section 1. That Title 13 “Public Utilities”, Chapter 13.16 “Water”, Section 13.16.190 “Net Charges for Property with Buildings Connected to System”, of the St. Charles Municipal Code, is hereby deleted in its entirety and in lieu thereof the following language shall be substituted:

“13.16.190 Net Charges for Property with Buildings Connected to System

**All property upon which any building has been or may be hereafter erected
having a connection with the water system shall pay the following charges:**

**1. Customer Charge. The following customer charge is for all general service
water customers:**

Customer Charge

<u>Meter Size</u>	<u>Per Month</u>
3/4” and under	\$ 10.03
1”	\$ 12.92
1-1/4”	\$ 15.70
1-1/2”	\$ 18.07
2”	\$ 24.40
3”	\$ 38.77
4”	\$ 59.16
7-1/2”	\$ 159.49

2. Water Charge. The following water rates apply to all customers:

Base Water Rate – Four dollars and twenty cents (\$4.20) per 1000 gallons.

***Excess Seasonal Water Rate – Seven dollars and eighteen cents (\$7.18) per
1000 gallons.**

***Excess Seasonal Water Rate applies to water use that is billed to the customer starting in the month of June and the next four succeeding months.**

The excess seasonal water rate applies to water used during the above period which is greater than 130 percent of the monthly average of water used during the winter quarter and which is greater than 6,500 gallons per month usage. All other water is billed at the base rate. New customers who have no history of water consumption during the winter quarter will be billed on the basis of actual consumption at the base rate until a winter average is determined.

Section 2. That this Ordinance shall be in full force and effect ten (10) days from and after its passage, approval and publication in pamphlet form as provided by law; provided, however, that the rates set forth herein shall be effective for the first billing period subsequent to June 1, 2020.

Section 3. That after the adoption and approval hereof this Ordinance shall (i) be printed or published in book or pamphlet form, published by the authority of the Council, or (ii) within thirty (30) days after the adoption and approval hereof, be published in a newspaper published in and with a general circulation within the City of St. Charles.

PRESENTED to the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, this _____ day of April, 2020.

PASSED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, this _____ day of April, 2020.

APPROVED by the Mayor of the City of St. Charles, Kane and DuPage Counties, Illinois, this _____ day of April, 2020.

Raymond P. Rogina, Mayor

ATTEST:

City Clerk

COUNCIL VOTE:

Ayes: _____

Nays: _____

Absent: _____

**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: IX

Title:

Recommendation to approve the Service Agreement with the History Museum for FY 2020-2021 in the amount of \$46,000.

Presenter:

Chris Minick

Meeting: City Council

Date: April 27, 2020

Proposed Cost: \$ 46,000

Budgeted Amount: \$ 46,000

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

The service agreement with the History Museum in the amount of \$46,000 for FY 2020-2021 is attached. The History Museum made its annual presentation at the Government Operations Committee Meeting on February 3, 2020. The History Museum requested funding in the amount of \$50,000 at that presentation. During subsequent budget discussions, the City Council provided direction that the funding amount should be set at \$46,000, in general compliance with a 5-year plan proposed by the History Museum during fiscal year 2018-2019. The amount is consistent with the amount reflected in the 2020-2021 City budget. Except for the change in the funding amount for FY 2020-2021, the agreement is unchanged.

Historically, the History Museum has received an allocation from the Hotel Motel Tax revenue stream in an amount between \$30,000 and \$35,000 annually. In FY 2018-19 the City awarded the History Museum funding in the amount of \$42,000 to allow for additional initiatives and programs to be undertaken by the History Museum. As part of the 2018-2019 presentation, the History Museum requested the following incremental annual funding increases with the goal of increasing City funding levels to \$50,000 ultimately:

- 2019-2020: \$44,000
- 2020-2021: \$46,000
- 2021-2022: \$48,000
- 2022-2023: \$50,000

The City Council agreed to consider these increases as part of the annual budget process each year based on the results achieved. Staff will incorporate any Committee relevant feedback into the amounts ultimately incorporated into the budget draft to be presented for approval later this spring.

Attachments *(please list):*

- **Fiscal Year 2020-2021 Service Agreement**

Recommendation/Suggested Action *(briefly explain):*

Seeking a Motion to Approve the Service Agreement with the History Museum for FY 2020-2021 in the amount of \$46,000.

**AGREEMENT FOR SERVICES BETWEEN THE CITY OF ST. CHARLES AND
THE ST. CHARLES HISTORY MUSEUM**

WHEREAS, the City of St. Charles, hereinafter referred to as " City," is desirous of promoting and the rich history and culture of St. Charles; and,

WHEREAS, Chapter 3.32, "Municipal Hotel Operators' Occupation Tax," of the City of St. Charles, Illinois, Municipal Code (hereinafter referred to as "Hotel Tax Ordinance") provides for such activities in accordance with the limitations of the ordinance; and,

WHEREAS, the St. Charles History Museum, (hereinafter referred to as "the History Museum") an Illinois not-for-profit organization certified by the State of Illinois to collect, preserve, and present the history of the City of St. Charles and St. Charles Township, can provide research facilities, exhibits, and programs to residents and visitors to St. Charles.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

- I. In consideration of the promises, terms and conditions set forth, the History Museum shall devote its energies to presenting the history of the Greater St. Charles area including, but not limited to, museum exhibits, satellite exhibits, public programs, school programs on site and in the classrooms, and participation in community festivals when feasible. Activities to include, but not limited to:
 - A. Maintaining permanent and rotating exhibits on various St. Charles history subjects at the History Museum and other locations in the community;
 - B. Offer public programs for residents and visitors by working with other community groups to bring in speakers and experts on various topics relating to local, state, and regional history and culture;
 - C. Work with teachers and principals to create and offer programs for CUSD 303 schools to supplement the local history unit and other relevant units;
 - D. Work with local festival and event coordinators to offer services including bus tour guides, and to coordinate possible exhibit opportunities;
 - E. Maintain and enhance existing relationships with St. Charles community stakeholder organizations including the Convention and Visitor's Bureau, Chamber of Commerce, Downtown Partnership, St. Charles Community Unit School District 303, Public Library, Park District, St. Charles Township, and the City;
 - F. Seek grants on all levels to assist in the funding of planned activities;

- G. Interface with other local, state and regional museum organizations to ensure best practices are being met;
 - H. Continue to assess the results of the History Museum's work and provide annual written reports to the City Council.
- II. In consideration of the foregoing services provided by the History Museum, City agrees to pay to the History Museum \$46,000 (Forty-Six Thousand Dollars) for the period beginning May 1, 2020 and ending April 30, 2021. Payment shall be made on a monthly basis, subject to deductions by City for collection costs.
- III. The History Museum will not enter into any relationship, contractual or otherwise, which will subject City to any liability. The History Museum, an independent contractor, receives funding from City to provide programs and exhibits highlighting the history of St. Charles and has no authority to bind City in any matter. The History Museum further agrees to indemnify and hold harmless the City from any and all liability, losses or damages, including reasonable attorney's fees, arising from the execution or implementation of this agreement.
- IV. The History Museum shall maintain records of all of its activities for a period of at least seven years, which records shall upon request be subject to inspection and copying by City or its designated agent at City's sole expense at any reasonable time or times during the operation of this agreement and for a period of three years thereafter.
- V. This agreement shall terminate on April 30, 2021, and the consideration therefore may be renewed by a written instrument executed by both parties.
- VI. The History Museum shall provide City with a monthly financial report including a profit and loss statement, along with an annual balance sheet. The current profit and loss statement shall be provided to City within thirty (30) days after the end of the month for which the statement is prepared. The History Museum shall comply with the terms and conditions of City's Policy Regarding Funding for External Agencies, as it exists on May 1, 2020.
- VII. The History Museum agrees that it will continue to identify, recruit, and appoint new and/or additional members to its Board of Directors to represent the entire community of the City of St. Charles. The History Museum also agrees to maintain its by-laws so as to restrict the duration and number of terms of office members of the Board of Directors may serve.

- VIII. Upon termination of this agreement, any funds paid to the History Museum and not used or otherwise subject to pending contract requirements of the History Museum shall be returned to the City.
- IX. In the event of a default by either party under this agreement, the other party may elect to terminate the agreement by serving ten-day written notice upon the other party.
- X. The foregoing is the entire agreement made by and between the parties hereto and has been examined by each of the said parties.
- XI. Any amendment to this agreement shall be effective only if evidenced by a written instrument executed by the parties hereto.

IN WITNESS WHEREOF, the undersigned have hereto set their hands and seals this _____ day of April, 2020.

ST. CHARLES HISTORY MUSEUM

CITY OF ST. CHARLES

By _____
President

Mayor

**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: IY

Title:

Recommendation to approve a Service Agreement with the St Charles Business Alliance in the Amount of \$698,600 for Fiscal Year 2020-2021.

Presenter:

Chris Minick, Finance Director

Meeting: City Council

Date: April 27, 2020

Proposed Cost: \$698,600

Budgeted Amount: \$TBD

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

Attached is the proposed service agreement with the St Charles Business Alliance (SCBA) for fiscal year 2020-2021. The agreement is in the amount of \$698,600 and is comprised of funding from two sources: \$262,000 of anticipated proceeds of SSA 1B and \$436,600 from the City's hotel/motel tax revenue stream. The funding requested represents a \$1,000 reduction from the funding level of \$699,600 as approved for FY 2019-2020.

The amount of funding included in the service agreement is consistent with the presentation that the SCBA made at the February 18, 2020 Government Operations Committee Meeting and consistent with feedback received from the City Council during budget discussions.

The 2020-2021 year represents the second year of the SCBA's existence. The combination of the former Downtown St Charles Partnership and the Greater St Charles Convention and Visitor's Bureau was completed in the summer of 2019. The primary functions that the SCBA carries out on behalf of the City are promotion, marketing, promotion of tourism, and business attraction, retention, and redevelopment opportunities.

Attachments *(please list):***Service Agreement.****Recommendation/Suggested Action** *(briefly explain):*

Recommendation to approve a Service Agreement with the St Charles Business Alliance in the Amount of \$698,600 for Fiscal Year 2020-2021.

**AGREEMENT FOR SERVICES BETWEEN THE CITY OF ST. CHARLES AND
THE ST. CHARLES BUSINESS ALLIANCE, AN ILLINOIS NOT-FOR-PROFIT CORPORATION**

WHEREAS, the City of St. Charles, hereinafter referred to as "City," is desirous of promoting and developing tourism and conventions; and,

WHEREAS, the City is also desirous of promoting and preserving and revitalizing business attraction through planning, development and redevelopment activities; and

WHEREAS, Chapter 3.32, "Municipal Hotel Operators' Occupation Tax," of the City of St. Charles, Illinois, Municipal Code (hereinafter referred to as "Hotel Tax Ordinance") provides for such activities in accordance with the limitations of the ordinance; and,

WHEREAS, pursuant to Ordinance No. 1993-M-63 (the "SSA Ordinance"), the City established Special Service Area No. 1B (Downtown Revitalization) ("SSA1B") to fund certain services specified therein relating to economic development and promotional activities in the downtown area; and,

WHEREAS, St. Charles Business Alliance, an Illinois Not-For-Profit Corporation, ("St. Charles Business Alliance") was formed on July 1st, 2019 by virtue of Articles of Merger entered into by and between Downtown St. Charles Partnership, an Illinois Not-For-Profit Corporation and St. Charles Convention and Visitors Bureau, an Illinois Not-For-Profit Corporation; and

WHEREAS, the City and St. Charles Business Alliance desire to continue and enhance the services previously provided by each of these organizations.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

Section 1. City Funding.

A. SSA Tax. In consideration of the foregoing services provided by the St. Charles Business Alliance, the City agrees to pay to the St. Charles Business Alliance \$262,000 from the proceeds of the Special Service Area 1B tax levy (the SSA Tax), payable in equal monthly amounts of \$21,833.33 during the term of this Agreement beginning May 1, 2020.

B. Municipal Hotel Operator's Occupation Tax. In consideration of the additional services provided, the City agrees to pay St. Charles Business Alliance \$436,600.00, from proceeds of the Municipal Hotel Operator's Occupation Tax, payable in equal monthly amounts of \$36,383.33 during the term of this Agreement beginning May 1, 2020.

Section 2. Services.

A. SSA 1B Services. St. Charles Business Alliance shall provide the services as are requested by the City and authorized by the Ordinance which establishes SSA1B (Ordinance 1993-M-63).

Such services shall be provided within the boundaries of SSA 1B, as such boundaries may be modified from time to time. St. Charles Business Alliance shall make no expenditures from receipts of the SSA Tax unless such expenditure is in compliance with the terms of the “municipal services” set forth in Ordinance 1993-M-63 (The SSA Ordinance).

B. Additional Services. St. Charles Business Alliance shall also provide the services incorporated herein and as follows:

1. Analyze the St Charles area's major attributes with the purpose of capitalizing on those characteristics for the promotion of economic activity and hotel stays in St Charles;
2. Create and execute an annual marketing plan to include its mission statement, situation analysis, defined goals and objectives for all target markets, past results of promotional initiatives based on tracking of leads generated, booked business, overnight leisure stays, convention servicing endeavors, advertising responses, future advertising placements, and anticipated return on investment;
3. Continue to provide convention services to meeting, event, and sports planners who have chosen St. Charles as a destination and to communicate specific needs to St. Charles businesses, City, and other government units when appropriate;
4. Maintain and enhance existing relationships with St. Charles hotels. Continue to meet with the hotel community on a quarterly basis. Serve as a resource to St. Charles merchants, restaurants, and other hospitality-related venues;
5. Seek sponsorships on all levels to assist in the funding of planned special events;
6. To the best of their ability, interface with other local, state and regional tourist and convention bureaus;
7. Continue to assess the results of the St. Charles Business Alliance work and provide annual written reports to the City Council.

C. Continue to assess the results of the St. Charles Business Alliance work and provide annual written reports to the City Council during the first quarter of calendar year 2021. This report will review the goals/metrics provided in Exhibit A, attached hereto and incorporated hereto.

Section 3. Indemnification. To the fullest extent permitted by law, the St. Charles Business Alliance hereby agrees to defend, indemnify and hold harmless the City against all loss, damages, claims, suits,

liabilities, judgments, costs and expenses which may in anyway accrue against the City, its officials, agents and employees, arising in whole or in part or in consequence of the performance of this Agreement by the St. Charles Business Alliance, its officials, agents and employees, except that arising out of the sole legal cause of the City, its officials, agents or employees, and the St. Charles Business Alliance shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefor or incurred in connection therewith, and, if any judgment shall be rendered against the City, its officials, agents and employees, in any such action, the St. Charles Business Alliance shall, at its own expense, satisfy and discharge the same.

Section 4. Mutual Cooperation. The Parties shall utilize their best efforts to share and communicate relevant information in a timely and effective/efficient manner, and work together to accomplish their common and mutual goals. The Parties shall do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in furthering the objectives of this Agreement.

Section 5. Recordkeeping. The St Charles Business Alliance shall maintain records of all of its activities performed under this Agreement for a period of at least seven years, which records shall upon request be subject to inspection and copying by the City or its designated agent at the City's sole expense at any reasonable time or times during the operation of this Agreement and for a period of six years thereafter. St. Charles Business Alliance will maintain a separate accounting of the receipt and the use of the SSA tax receipts described herein. This Section shall survive termination of this Agreement.

Section 6. Monthly Financial Report. St. Charles Business Alliance shall provide City with a monthly financial report including a profit and loss statement, and a balance sheet. The current profit and loss statement, along with a summary of activities undertaken regarding St. Charles Business Alliance services hereunder, shall be provided to the City within thirty (30) days after the end of the month for which the statement is prepared. A separate accounting of the receipt and expenditure of SSA Tax funds will be maintained and filed with the monthly financial statement referenced herein.

Section 7. Compliance with City's Policy. In addition to the requirements set forth in this Agreement, St. Charles Business Alliance shall comply with the provisions of the City's Policy Regarding Funding for External Agencies, as such policy is in effect from time to time.

Section 8. Relationship of the Parties. Nothing contained in this Agreement nor any act of the City or the St. Charles Business Alliance shall be deemed or construed by any of the Parties, to create any relationship of principal or agent, or of limited or general partnership, or of joint venture, or of any association or relationship involving the City or St. Charles Business Alliance. St. Charles Business Alliance shall not enter into any relationship, contractual or otherwise, which will subject the City to any liability and shall have no authority to bind the City in any matter.

Section 9. No Third Party Rights. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the Parties hereto and their respective permitted successors and assigns, nor is anything in this Agreement intended to incur or discharge the obligation or liability of any third person to any Party, nor shall any Provision give any third person any right of subrogation or action over or against any Party to this Agreement.

Section 10. Amendment. This Agreement may be amended by mutual consent. Any such amendment shall be effective only if evidenced by a written instrument executed by the Parties.

Section 11. Notices. All notices hereunder shall be in writing and must be served either personally or by registered or certified mail to:

- A. The City at:
City of St. Charles
2 East Main Street
St. Charles, IL 60174
Attention: City Administrator

- B. St. Charles Business Alliance at:
2 E. Main Street
St. Charles, IL 60174
Attn: Executive Director

- C. To such other person or place which either Party hereto, by its prior written notice, shall designate for notice to it from the other Party hereto.

Section 12. Integration. This Agreement together with all Exhibits and attachments thereto, constitute the entire understanding and agreement of the Parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof.

Section 13. Assignment. Neither of the Parties may assign its rights and privileges or its duties and obligations under this Agreement without the written consent of the other Party. This Agreement shall inure to the benefit of each Party and their respective successors and assigns.

Section 14. Governing Law. This Agreement and the application of the terms contained herein shall be governed by the laws of the State of Illinois.

Section 15. Remedies for Default. In addition to all other remedies that may be available under law, in the event of a default by either Party under this Agreement, the other Party may elect to terminate the Agreement by serving ten-day written notice upon the other Party.

Section 16. Non-Waiver. Any failure or delay by any Party in instituting or prosecuting any actions or proceedings or in otherwise exercising its rights hereunder shall not operate as a waiver of any such rights or to deprive it of or limit such rights in any way. No waiver in fact made by a Party with respect to any specific default by the other Party shall be considered or treated as a waiver of the rights of the waiving Party with respect to any other defaults by the defaulting Party or with respect to the particular default except to the extent specifically waived in writing.

Section 17. Headings. The headings contained in this Agreement are for convenience of reference only and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

Section 18. Invalidity. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be valid under applicable law, but if any provision of this Agreement shall be held to be invalid or prohibited hereunder, such provision shall be ineffective to the extent of the prohibition or invalidation, but shall not invalidate the remainder of such provision or the remaining provisions of this Agreement.

Section 19. Term of Agreement. Unless sooner terminated by agreement of the Parties or otherwise pursuant to the provisions of this Agreement, this Agreement shall be effective upon the execution by both Parties thereto and shall continue in effect through April 30, 2021.

Section 20. Counterparts. This Agreement may be executed in multiple, identical counterparts and all said counterparts shall, taken together, constitute this integrated Agreement.

IN WITNESS WHEREOF, the undersigned have hereto set their hands and seals _____ day of _____, 2020.

CITY OF ST. CHARLES

By: _____
City Administrator

ATTEST:

City Clerk

St. Charles Business Alliance , A Not-for-Profit Corp.

By: _____

ATTEST:

EXHIBIT A

St. Charles Business Alliance 2020-21 Goals & Metrics

- General Brand Development and Growth
- Sponsorships
 - Hold Consistent
- Marketing
 - Increase social media presence
 - Publish a blog
 - Increase website traffic
 - Increase traffic to Alliance's Pinterest
 - Redesign Instagram accounts to increase followers and focus on a travel destination
- Projected Attendee Participation (in accordance with COVID-19 limitations).
 - Number of hits to event landing page to increase over last year
 - Number of newsletter subscribers to increase by 10%
 - Increased number of shares on Alliance event pages
 - Increase business participation in events
- Volunteer engagement
 - Increase number of volunteers for committees and events
 - Increase number of volunteer hours via tracking
 - Volunteer retention
- Feedback from businesses
 - Increased number of business retention visits and outreach by 15% and track feedback
 - Increased business participation by 10%
 - Increased percentage of businesses that report satisfaction with our programs on a scale of very satisfied to poorly satisfied
 - Continue to offer surveys after events and programming
- Tax Revenue Growth
- Hotel Engagement
 - Continue to build and maintain strong relationships with hotels
 - Train hotel staffs to fully utilize software system to leverage booking engines
 - Market local St. Charles businesses to visitors and hotel guests
 - Identify & track group's local purchases
- Sales Success (in accordance with COVID-19 limitations).
 - Market the destination to raise awareness of St. Charles
 - Attend Sales Conferences to develop relationships/leads
 - Increase sales calls/activities
 - Increase group leads
 - Increase in groups returning
 - Measure # of contracts signed
 - Partner with hotels to book new business and/or renew existing

**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: IZ

Title:

Recommendation to Approve a Resolution for the One Year Contract and Lease Agreement with A.I.D. (Association for Individual Development)

Presenter:

Chief Keegan

Meeting: City Council

Date: April 27, 2020

Proposed Cost: \$30,000.00

Budgeted Amount: \$30,000.00

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

After an extremely successful first three years having an A.I.D. social worker partnering with the Police Department part-time, the Police Department would like to continue to work with A.I.D. (Association for Individual Development) to provide a social worker in the day-to-day operations on a full time basis. Funding has been secured from the Mental Health 708 Board to help fund this recommendation. With a full-time social worker available, this will continue to develop strong relationships within the community and enhance rapport with officers and staff alike to enhance overall operational effectiveness.

A.I.D. offers a multitude of programs and support. The program the Police Department partners with A.I.D. in is the Victims Services Program; in addition to having a counselor housed at the Department full-time. A one-year contract is what the Police Department is proposing with the contract dates effective May 1, 2020 through April 30, 2021. A lease is also a part of this partnership as the Social worker is provided office space within our police facility.

The City budgets for this expense through the police department's annual operating budget. This contract also includes the 24/7 on-call services AID offers and the availability of other City departments to use the services for residents in need.

Prior years resulted in a \$30,000 contract for part-time services. This year's agreement for \$60,000 will be funded by a \$44,000 award from our 708 Mental Health Board; resulting in a savings of \$14,000 to the City's general fund and additional hours worked of the contract Social Worker.

Attachments *(please list):*

Resolution

Contract for Lease

Contract for Services

Recommendation/Suggested Action *(briefly explain):*

Recommendation to approve a resolution for the contract and lease agreement with A.I.D. (Association for Individual Development) for one year.

Victims Services
Contract for Program Operation
By and Between the City of St Charles Police Department and the
Association for Individual Development (A.I.D.)

.01 Statement of Purpose:

A.I.D.'s Victims Services Program employees will respond to victim's psychological and emotional needs. This is achieved through crisis intervention, counseling, advocacy, education, information, and referral for victims of fire related events or incidents responded to by the City of St Charles' Police Department. In addition to these primary responsibilities, the program provides assistance to police personnel following traumatic incidents by providing critical incident stress debriefings when requested. The overall mission is to positively impact the quality of life for the citizens of St. Charles by assisting victims/survivors, families/neighborhoods and City employees.

.02 Organization and Staffing:

The program evaluation will be done quarterly to ensure it is organized in such a way that it meets the changing needs of the St Charles community. This evaluation may result in changes, over time, to redistribute resources to optimally address contemporary issues and conditions. A.I.D. shall give St Charles reasonable notice prior to major redistribution of resources or termination of the program. Provided, however, the program shall not be terminated prior to the conclusion of the services period April 30, 2021.

The Association for Individual Development (A.I.D.) will be in charge of, and responsible for, all staff. It is also the responsibility of A.I.D. to ensure the program is staffed to adequately handle the needs in the St. Charles community. In addition, AID will provide an "on-site" Victims Services Case Manager for 40 hours per week. This Case Manager will optimally be the same individual and will be allowed to use the office space outside of the scheduled hours.

.03 Utilization and Deployment:

A.I.D.'s Victims Services Program will respond to requests for assistance from SCPD. There shall be no limit to the number of requests. Types of assistance shall include, but are not limited to: on-scene crisis stabilization counseling, case management, follow-up services, linkage and referral to community resources, and critical incident mental health response. In addition, the division provides training and presentations to volunteers, police personnel and other internal and external organizations as requested.

.04 Goals and Objectives:

Program goals and performance measures are the responsibility of A.I.D. and are tallied on a quarterly basis. Periodic reports indicating progress are available by contacting the Program Director and will be made to the City of St Charles Police Department as required. A.I.D. program representatives will meet at least annually, upon request, with Police staff in order to discuss and evaluate the program.

.05 Indemnification:

To the fullest extent permitted by law, A.I.D shall indemnify, defend and hold St. Charles, its employees and agents, harmless from and against all demands, claims, suits, liabilities and costs including reasonable attorney's fees and litigation costs caused by or arising out of the negligent acts, errors or omissions, or willful misconduct of A.I.D., its employees, agents or subcontractors except to the extent, if any, that any such Claims results from the negligent acts, errors or omissions, or willful misconduct of St. Charles, its employees or agents.

.06 Insurance and Limitation of Liability.

A.I.D. shall maintain insurance coverage as set forth below:

Worker's Compensation - Statutory
Employer's Liability - \$1,000,000 per person/\$1,000,000 per disease/\$1,000,000 aggregate
General Liability - \$1,000,000 per Occurrence/\$2,000,000 Aggregate
Automotive Liability - \$1,000,000
Professional Liability - \$1,000,000
Umbrella-\$2,000,000 excess of Employer's Liability, General Liability, Auto Liability and Professional Liability

Upon request, A.I.D. shall furnish copies of insurance certificates showing insurance coverage on its behalf in the amounts as set forth above, and further, showing that St. Charles is an additional insured on said policies. Said insurance coverage shall remain in full force and effect during the term of this Agreement.

In consideration for the services to be provided, the City of St. Charles Police Department shall pay the Association for Individual Development the sum of \$60,000.00-\$30,000 to be invoiced in May 2020, the remainder in October 2020. Services shall begin May 1, 2020 and conclude on April 30, 2021.

Approval: _____ Date: _____
Executive Director, Association for Individual Development

Approval: _____ Date: _____
City Administrator, City of St Charles

LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 27th day of April, 2020, by and between the City of St. Charles, Kane and DuPage Counties, Illinois, an Illinois municipal corporation (the “Licensor” or “City”), AND THE Association for Individual Development (A.I.D.), an Illinois not-for-profit corporation (the “Licensee”);

WITNESSETH

WHEREAS, the Licensor is the owner of the St. Charles Police Station located at 1515 West Main Street, St. Charles, Illinois (the “Property”); and,

WHEREAS, THERE IS CERTAIN VACANT OFFICE SPACE LOCATED ON THE Property that the Licensor does not currently utilize, as more specifically described on Exhibit “A” attached hereto and incorporated herein as (“Office Space”), as well as certain office equipment that the City does not currently utilize, as listed on Exhibit “B” attached hereto and incorporated herein (“Equipment”); and,

WHEREAS, the Licensee was organized for the purpose of responding to the psychological and emotional needs of those in need. This is achieved through crisis intervention, counseling, advocacy, education, information, and referral for victims of fire related events or incidents responded to by the City of St Charles’ Police Department.

WHEREAS, Licensee requires office space and equipment in order to conduct its activities; and,

WHEREAS, Licensor is desirous of granting a license to Licensee, and Licensee is desirous of being granted a license from Licensor, for Licensee to utilize the Office Space and Equipment, pursuant to the terms and conditions contained herein.

NOW THEREFORE, in consideration of the foregoing recitals and of the terms and conditions hereinafter contained, the sum of One Dollar (\$1.00), and other good and valuable considerations, the adequacy and sufficiency of which the parties hereto hereby acknowledge the parties hereto hereby agree as follows:

Section 1. Incorporation of Recitals. The preambles set forth hereinabove are incorporated herein as substantive provisions of this Agreement as if fully set out in this Section 1.

Section 2. Grant. Licensor agrees to grant, and does hereby grant, to Licensee, a license to use the Office Space and Equipment for the term of this Agreement for the purpose of conducting its activities as contemplated by its Articles of Incorporation.

Section 3. Exclusive Grant. The privilege granted herein is exclusive; provided, however, that Licensor reserves the right at any time to enter upon the Office Space.

Section 4. Liens. Licensee, its officers, agents, contractors, volunteers and/or employees, shall not suffer to permit any mechanic's lien, judgment lien or other lien of any nature whatsoever to attach or be against the Property, the Office Space, or the Equipment of any portion thereof. Should any such lien be filed, the Licensor shall have the right to contest same.

Section 5. Condition and Upkeep. Licensee has examined and knows the condition of the Office Space and Equipment and has received the same in good order and repair, and acknowledges that no representations as to the condition and repair thereof have been made by Licensor prior to all the execution of this Agreement that are not herein expressed; Licensee will keep the Office Space and Equipment in good repair, normal wear and tear excepted; and upon the termination of this Agreement, in any way, will yield up the Office Space and Equipment to Licensor, in good condition and repair, ordinary wear excepted and will deliver the keys therefor at the Property.

Licensee will not allow the Office Space or Equipment to be used for any purpose that will increase the rate of insurance thereon, nor for any purpose other than that hereinbefore specified, and will not permit the Office Space or Equipment for any unlawful purpose, or for any purpose that will increase the fire hazard of the Property. The Licensee will not permit any alteration of the Office Space except by written consent of the Licensor; all alterations to the Office Space shall remain for the benefit of the Licensor unless otherwise provided in said consent.

Section 6. Access. Licensee, its officers, contractors, agents, volunteers and/or employees, shall at all times have the right of access to the Office Space and such other areas of the Property as are necessary to access the Office Space. The Licensee, its officers, contractors, agents, volunteers and/or employees shall also have access to other areas of the Property as follows: (a) conference and meeting rooms shall be available during normal business hours provided that said rooms are not in use by, or needed by, the City, and (b) use of conference and meeting rooms during non-business hours shall be available on the same basis as the City makes such rooms available to other non-City users, by scheduling in advance and pursuant to the City's policy.

Section 7. Assignment. Licensee shall not assign or otherwise transfer its right in whole or in part under this Agreement without the express written consent of Licensor.

Section 8. Insurance. Licensee shall procure and maintain at its sole and exclusive expense, comprehensive personal injury, workman's compensation and property damage insurance in such amounts as Licensee deems necessary and Licensor deems satisfactory to adequately cover all operation under the exercise of the privileges herein granted. Evidence of insurance shall be provided by Licensee to Licensor.

Section 9. Hold Harmless and Indemnification. Licensee hereby indemnifies, releases and holds Licensor harmless, and agrees to defend Licensor from any and all liability, causes of action, suits, damages or demands of whatever nature arising out of the conduct of Licensee, its officers, contractors, agents, volunteers and/or employees under the exercise of the privileges herein granted. This indemnity is intended as a full and complete general indemnity and shall

include Licensee's responsibility for any attorney's fees incurred by Licensor in defense of any claims or actions brought by third parties against Licensor as a result of the privileges granted to Licensee herein.

Licensor hereby indemnifies releases and holds licensee harmless, and agrees to defend Licensee from any and all liability, causes of action, suits damages or demands of whatever nature arising out of the conduct of Licensor, its officers, agents and/or employees regarding the License Area. This indemnity is intended as a full and complete general indemnity and shall include Licensor's responsibility for any attorney's fees incurred by Licensee in defense of any claims or actions brought by third parties against Licensee as a result of the privileges granted to Licensor herein.

Section 10. Financial Responsibility/No Third-Party Beneficiaries. Licensor shall have no financial responsibility or obligation to Licensee or any third party as a result of Licensor's granting the privileges described herein to Licensee. This Agreement creates no rights, title or interest in any person or entity whatsoever (whether under a third party beneficiary theory or otherwise) other than the Licensee and the Licensor.

Section 11. No Lease or Easement. Licensee expressly acknowledges that nothing herein is intended to create a corporal or possessory interest of Licensee and, accordingly, this Agreement shall not be construed as a lease, easement or any other interest running with the land. Neither this Agreement nor any summary or memorandum thereof shall be recorded with any public authority.

Section 12. Relationship of the Parties. Under no circumstances shall this Agreement be construed to create a relationship of agency, partnership, joint venture, or employment between the Licensor and the Licensee.

Section 13. Term. Unless otherwise terminated pursuant to Section 14, this Agreement shall remain in effect until the Victim's Services Contract between A.I.D. and the City of St. Charles expires or upon mutual agreement of the parties hereto.

Section 14. Termination. If the Licensee breaches any of the provisions of this Agreement, or abandons or vacates the Office Space, the Licensor may declare this Agreement terminated upon thirty (30) days written notice to the Licensee. In addition, the Licensor may, for any reason and in its sole discretion, declare this Agreement terminated upon one hundred twenty (120) days written notice to the Licensee.

Section 15. Damage and Destruction. Licensor and its officers, contractors, agents and/or employees shall not be liable or responsible to Licensee for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, or court order, or for any damage or inconvenience which may arise from this Agreement.

Licensor and its officers, contractors, agents and/or employees shall not be liable for any damage occasioned by failure to keep the Office Space or Equipment in good repair, nor for any

damage done or occasioned by or from plumbing, electricity, gas, water, sprinkler, steam or other pipes or sewerage of the bursting, leaking or running of any pipes, tank or plumbing fixtures, in, above, upon or about Property or Office Space nor for any damage occasioned by water, snow or ice being upon or coming through the roof, windows or otherwise.

Section 16. Miscellaneous. This Agreement sets forth the entire understanding of the parties, and may only be amended, modified or terminated by a written instrument signed by the parties unless herein otherwise provided. Either party's waiver of any breach of failure to enforce any of the terms or conditions of the Agreement, at any time, shall not in any way affect, limit or waive that party's right thereafter to enforce or compel strict compliance with every term and condition hereof.

Section 17. Effective Date. This Agreement shall become effective upon execution by both parties hereto.

Section 18. Governing Law. This Agreement shall be interpreted and construed in accordance with the laws of the State of Illinois.

Section 19. Notices. All notices hereunder shall be in writing and must be served either personally or by registered or certified mail to:

A. Licensor at:

Association for Individual Development (A.I.D.)
309 New Indian Trail Court
Aurora, IL 60506
Attn: President

B. Licensee at:

City of St. Charles
2 E. Main Street
St. Charles, Illinois 60174
Attn: City Administrator

C. To such other person or place with either party hereto by its written notice shall designate for notice to it from the other party hereto.

Section 20. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be and shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date first written.

CITY OF ST. CHARLES

By: _____
Mayor

ATTEST:

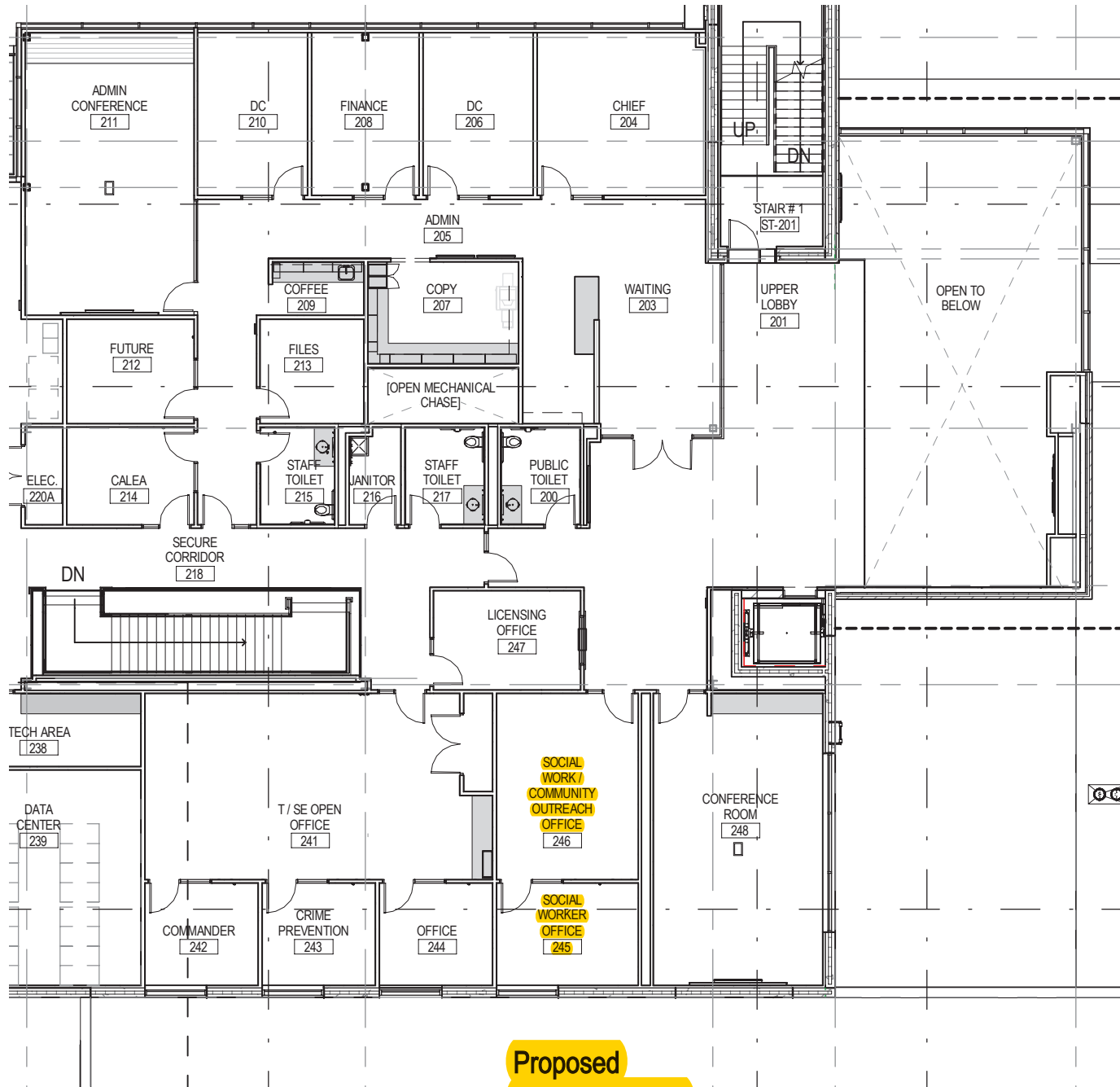
City Clerk

Association for Individual Development (A.I.D.)

By: _____

ATTEST:

Exhibit A



Proposed
Office & Space
1515 W. Main St. -
New Police Dept.

Exhibit B

License Agreement – Association for Individual Development

Exhibit B – Computer/Phone Equipment

The following equipment is assigned to the office and available for use by A.I.D.

Computer: Hewlett Packard PC DVD+-RW Z400

Phone: Cisco CP-7965G

The following is available for use in the common area

Printer/Copier/Fax: Canon Image Runner 17301F (Network Use)

**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: IAA

Title:

Recommendation to Approve a Resolution for the School Resource Officer Agreement for School Years 2020-2023.

Presenter:

Chief Keegan

Meeting: City Council

Date: April 27, 2020

Proposed Cost: \$N/A

Budgeted Amount: \$

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

The annual agreement with D303 for police services in the high and middle schools has been updated for this coming school year, as well as the following two school years, ending June 10, 2023. This agreement includes a School Resource Officer (SRO) to be stationed at each of the two high schools and an SRO to reside at each of the two Middle Schools, Thompson and Wredling.

The agreement with the school district, stemming from the Little Wood School purchase, has expired. According to this agreement, School District 303 will reimburse the City for four police officers the next three school years to expire at the end of the 2022-2023 school year on June 10, 2023.

As part of this program continuation, Chris Minick and Chief Keegan have negotiated additional personnel costs being reimbursed for 176 school days, or about 68% of the total salary and benefits of each officer. While school is not in session, the officers will be reassigned to either patrol duties or an assignment within investigations.

The agreement has been approved by District 303 and will be fully executed once City Council approves it. This agreement is set to expire on June 10, 2023.

Attachments *(please list):*

Agreement with D303 for four School Resource Officers

Recommendation/Suggested Action *(briefly explain):*

The Police Department recommends approval of the School Resource Officer Agreement for three (3) school years 2020-2023.

AGREEMENT FOR POLICE SERVICES – 2020-2023

THIS AGREEMENT made and entered into this 27th day of April, 2020, by and between the City of St. Charles, a municipal corporation, organized and existing under the constitution and the statutes of the State of Illinois (hereinafter referred to as the "City") and Community Unit School District 303, a unit school district organized under the statutes of the State of Illinois, (hereinafter referred to as "303" or "School District");

WITNESSETH

WHEREAS, Article 7, Section 10 of the constitution of the State of Illinois, 1970, authorizes units of local government, including municipalities and school districts, to enter into contracts to exercise, combine or transfer any power or function not prohibited to them by law or ordinance; and

WHEREAS, Illinois Compiled Statutes, Chapter 5, Sec. 220/1 et seq., known as the Intergovernmental Cooperation Act, authorizes units of local government in Illinois to exercise jointly with any public agency within the state, including other units of local government, any power, privilege, or authority which may be exercised by a unit of local government individually and to enter into contracts for the performance of governmental services, activities and undertakings; and

WHEREAS, 303 has determined that it is in its best interests to provide police liaison services at its facilities, which are located within the City of St. Charles; namely, Thompson Middle School, Wredling Middle School, St. Charles North High School and St. Charles East High School, hereinafter referred to as "Schools"; and

WHEREAS, the City is a home rule unit which may exercise any power or function relating to its government and affairs; and

WHEREAS, the City's agreement to provide additional police services for 303 are actions which relate to the government and affairs of the City.

NOW, THEREFORE, for and in consideration of the mutual promises and undertakings set forth herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Term of Agreement. This agreement shall become effective on August 1, 2020, and terminate on June 10, 2023.

2. Description of Services. The City, through its Police Department, shall provide a total of four (4) sworn officers to Schools, one officer per school (Hereinafter referred to as "Officers").

a. This Agreement is made pursuant to City's School Resource Officer (SRO) program. Generally this program involves the assignment of four (4) City of St. Charles police officers to Schools. The base salary of the officers (as set forth in Paragraph 4), as well as the overtime expenses incurred by any of the officers as a direct result of the SRO Program pursuant to this Agreement, shall be paid by 303. Although the officers shall remain employees of the City of St. Charles, upon assignment such officers shall work with and be under the general direction of 303 staff and shall establish and operate such programs and activities consistent with the intent of this program. Each sworn police officer shall be assigned to a specific school.

b. The duties of the SRO shall be as set forth in Exhibit B.

c. In addition to normal school duties, Officers shall attend specified extracurricular activities of Schools at the school administration's direction when possible and not in conflict with the Metropolitan Alliance of Police Chapter 27 (MAP) contract. These activities shall involve but may not be limited to athletic events and school-sponsored dances.

d. Although certain levels of counseling may be a part of the Officers' duties, serious counseling needs shall be referred to the School's professional staff.

e. As a member of the Police Department, Officers shall conduct original investigations of all criminal and quasi-criminal acts which occur during the regular school day which would have previously necessitated the dispatch of a patrol unit. In addition to conducting original investigations, Officers shall be assigned cases for follow-up through the City's Investigations Section. The criteria for assignment are the offender or victim's school assignment; time, date, and offense are secondary. Officers shall conduct such investigations in conjunction with other school responsibilities within reason. In any instance where a Police Officer becomes aware of a violation of school rules, not including violations of law, unless the situation is one requiring immediate action and investigation by the Police Officer due to imminent danger of harm to students or staff, the Officer shall refer the violation to the Dean's Office for follow-up investigation by the School. The School may request the continued participation or involvement of the Police Officer, as may be needed to complete its investigation. Searches and student interviews should be coordinated with school officials, except those instances where a Police Officer acts to prevent imminent harm to students or staff.

f. During extended school breaks, Officers shall be assigned in the City's police department as operationally necessary and directed by the Chief of Police.

g. The duties of Officers may include but are not limited to the following:

i. Promote rapport between police officers and students in the school.

- ii. Promote a working relationship with school staff.
- iii. Promote working relationships with other police liaisons within the 303 School District.
- iv. Meet periodically with building and district administration to discuss and evaluate police counselor activities.
- v. Make presentations to students, parents, and staff members on law and law enforcement, safety and good citizenship.
- vi. Refer troubled students to proper professional help within the student services division of the school and police department.
- vii. Plan preventive substance abuse programs.
- viii. Work with parents on runaway students.
- ix. Deal effectively with juvenile offenders.
- x. Assist school officials in the enforcement of truancy laws and work with truancy detail.
- xi. Represent the school on any criminal, misdemeanor, or traffic court action involving the students as appropriate.
- xii. Work beyond regular scheduled hours when required to successfully complete an assignment or case.

3. Staffing. The program shall consist of the City assigning one officer to Thompson Middle School, one officer to Wredling Middle School, one officer to St. Charles North High School and one officer to St. Charles East High School to act as the SRO for the respective schools. Each SRO shall begin their duties on the first day of school and continue each day that school is in session until the last day of classes. If during the term of this Agreement, the School Superintendent shall determine that any of the Officers is not suitable or is not able to meet the expectations of the School District, the Superintendent shall confer with the Chief of Police regarding the concern. If the concern cannot be addressed or resolved by action of the Chief of Police to the satisfaction of the School Superintendent, the Superintendent can request the assignment of a new Officer to the appropriate School. If the Chief of Police elects not to assign a new Officer to the School, the Superintendent shall have the right to terminate this Agreement upon 30 days' written notice to the Chief of Police. At the end of such 30 day notice, the School District shall have no continued or remaining payment obligations for any additional services. The Police Department shall prorate the cost of services up to that point of the year and issue a final bill to the School District for such police services.

4-15-20

4. Salaries and Other Related Costs. The costs for services of four (4) officers for the three (3) school years outlined in this agreement, 2020/2021 through 2022/2023, are as follows:

- a. 2020/2021: \$402,944.64
- b. 2021/2022: \$413,902.12
- c. 2022/2023: \$425,167.74

Payment for SRO salaries shall be made pursuant to paragraph 18.

Any overtime expenses necessitated by District scheduling requirements and in conjunction with Officers' duties under this Agreement shall be paid for by 303 at the Officer's overtime rate as established by the City through contractual agreements. Such overtime hours shall include but are not limited to the Officer's attendance at school dances, athletic events, or other school-related extra-curricular activities scheduled by 303.

City shall calculate overtime costs as approved by 303 and submitted by the Officers, and then bill 303 for any overtime costs incurred. Billing shall occur at the end of each semester period for the Officers' salaries and any overtime.

Additionally, 303 shall provide Officers office workspace, telephone and other related commodities as previously contributed.

5. Hours of Work. The days and hours of work are to be consistent with 303's 2020/2021 through 2022/2023 school calendars' normal student hours of operation.

6. Assignment of Employees. All police department employees assigned to the 303 facility shall be at the determination and discretion of the City and the Chief of Police, with input from 303 in the SRO selection process. The SRO shall have the qualifications and training set forth in Exhibit A to this Agreement.

7. Status of Employees. All City employees assigned to providing police services for 303 shall remain City of St. Charles employees and shall not have any right, status or benefit of 303 employment.

8. Payment of Employee. 303 shall not be liable for the direct payment of salaries, wages or other compensation to City of St. Charles employees except as otherwise specifically provided herein.

9. Relationship of Parties. It is understood by the parties hereto that City and its employees are independent contractors with respect to 303, and no City employee assigned to 303 is an employee of 303. 303 shall not provide fringe benefits, including health insurance benefits, workers' compensation, retirement, paid vacation, or any other employee benefit, for the benefit of any City

employee. This agreement shall not be construed to create a partnership, joint venture, employment or agency relationship, and shall not create any additional duties, either special or otherwise, on City. It is therefore understood that the School District is not a party to the City's Collective Bargaining Agreement.

10. Assignment. The obligations of the parties hereto may not be assigned or transferred to any other person, firm, corporation, or body politic without the prior written consent of both parties hereto.

11. Performance of Service. Officers shall perform general law enforcement duties and such other duties as assigned by the Chief of Police, consistent with the provisions of this agreement and on the grounds of an institution of education. City shall determine and apply standards for performance and discipline used in the delivery of the contract police services. It is agreed and understood that the services the City will be providing pursuant to this agreement are general law enforcement services only and that no special duty shall be deemed to be created by this agreement. It is further understood and agreed that this agreement is not intended nor shall be construed to alter, limit or constitute a waiver of any of the civil immunities afforded the City and/or its employees pursuant to the Local Governmental and Governmental Employees Tort Immunity Act at 745 ILCS 10/1-101, et seq., as amended, it being agreed that all of the civil immunities set forth in such Act, as amended, shall fully apply to any claims asserted or which might be asserted against the City and/or its employees as a result of this agreement or any of the actions of the parties pursuant to this agreement. Without limiting the foregoing, it is further agreed and understood that the City and/or its employees as a result of this agreement or any actions of the parties pursuant to this agreement shall not be liable to 303 or to any other person or entity for failure to provide adequate police protection or service, failure to prevent the commission of crimes, failure to detect or solve crimes or the failure to identify or apprehend criminals.

12. Accountability of Employees. Officers shall at all times be under the ultimate direction and control of the Chief of Police of the City.

13. Interruptions in Service. The parties hereto acknowledge and understand that temporary regular or special deployment of Officers may be necessary. Any and all such redeployment shall be at the sole discretion of the City's Chief of Police or his designee. In the instance of any such redeployment the City shall provide prompt notice to Schools.

14. Absence of Employees. In the event of the unavailability of any Officer due to extended sickness, injury, use of benefit time, or any other reason, such Officer shall be temporarily replaced by

4-15-20

another City police employee as determined by the Chief of Police with input from the School District, at no additional cost to School. In any such instance, the City shall provide prompt notice to the applicable School as to the nature of the absence, the expected duration, and the identity of the replacement officer.

15. Work Slowdown. In the event the City experiences any work slowdown or stoppage in its police force, the level of service provided to 303 under this agreement shall be at the discretion of the Chief of Police with adjustments in payment by 303 accordingly.

16. Additional Services. Any and all necessary backup services, including equipment and personnel, required to assist Officers in the performance of the obligations under this agreement shall be at the sole discretion and control of the Chief of Police of the City.

17. Penalty for Breach. In the event that either party fails to perform its obligations under this agreement, and if said failure to perform shall continue for thirty days after written notice thereof is given to the party having failed to perform, the other party may terminate the agreement. 303 shall be liable for payment to the City for actual costs incurred through the proposed termination date. In such event the City shall not be liable to 303 for any damages, either direct or indirect.

18. Payment. Payment for services provided under this agreement shall be paid in two equal installments due in September and February annually. City and 303 agree that any overtime costs that are incurred under this agreement shall be the responsibility of 303. The City shall generate invoices for overtime and/or extra duty immediately after said overtime duty has occurred. Payments shall be made by 303 within fifteen days of receipt from the City. In the event one or more of the Schools are closed for an extended period during the term of this Agreement due to pandemic or other emergency causes, the Parties shall meet and discuss the options for alternate duties for the Officers or suspension of this Agreement.

19. Compliance with Board Policies and Procedure. The SRO shall comply with applicable Board policies and procedures in the course of his/her duties, and any other operating procedures that are agreed upon by the Parties, including any reciprocal reporting agreement for student criminal offenses entered into by the Parties.

20. Compliance with Laws. The Parties shall comply with all applicable laws, ordinances, rules, regulations and codes in performing their respective obligations hereunder.

21. Access to Records.

A. School District Records. The Parties acknowledge and agree that all student, personnel, medical, and School District-related business records generated by District employees or students shall be the property of the School District. The Parties agree to comply with all state and federal laws, including, but not limited to, the *Illinois School Student Records Act* (105 ILCS 10/1 *et seq.*), the *Illinois Mental Health and Developmental Disabilities Confidentiality Act* (740 ILCS 110/1 *et seq.*), the federal *Family Educational Rights and Privacy Act* (20 U.S.C. § 1232g; 34 C.F.R. Part 99), *Health Insurance Portability and Accountability Act of 1996* (45 C.F.R. Parts 160 and 164), the *Illinois Personnel Records Review Act* (820 ILCS 40/1 *et seq.*), and all rules and regulations governing the release of student, personnel, and medical records. In the performance of SRO duties, the SRO may have access to personally identifiable information (“PII”) in student records at the discretion of the School District under the standards outlined in Exhibit C to this Agreement. Notwithstanding the termination of this Agreement for any reason, the confidentiality provisions of this Paragraph 21.A will continue in full force and effect following such termination. To the extent the SRO is engaged in the performance of law enforcement duties in which the SRO does not have a legitimate *educational* interest in a student (such as investigation of matters unrelated to the school environment), the SRO will not have access to students and student records as a “school official,” but may have access to students and students records under the protocols normally pertaining to law enforcement officers outside of this Agreement.

B. City Records. The Parties acknowledge and agree that all records generated by the SRO in connection with the performance of services under this Agreement may constitute law enforcement records. In accordance with law, all records generated and maintained solely by the SRO and the City shall not constitute student records. If the SRO utilizes a body camera, it shall be used in accordance with the *Law Enforcement Officer-Worn Body Camera Act* (50 ILCS 701/10-1 *et seq.*) and other applicable federal and Illinois law. Prior to the SRO’s use of a body camera in the School District, the City shall provide to the School District a copy of the Police Department’s written policy regarding the use of body cameras adopted in accordance with the foregoing Act, including, but not limited to, the Police Department’s policy for when the cameras will be turned on while the officer is on duty in the schools and the expectations of privacy of the School District’s students, invitees, and employees, and the School District and City shall determine appropriate procedures for flagging recordings related to incidents in the schools for retention by the City and for access by the School District as otherwise allowed by law. Prior to use of body cameras in the School District, the City will provide written information and training to appropriate school employees concerning the objectives

and procedures for the use of body cameras in the School District. If the SRO is equipped with a body camera, he/she shall be trained in the operation of the equipment prior to its use.

C. Other Applicable Agreements. This Agreement shall be interpreted in conjunction with other applicable agreements in effect between the School District and the City.

22. Insurance. Each party shall keep in force at all times during the term of this Agreement, Commercial General Liability Insurance, on an occurrence basis, with limits of not less than \$3,000,000 per occurrence and in the aggregate. Within seven (7) days of the last Party's execution of this Agreement, each Party shall furnish to the other a certificate of the insurance evidencing the insurance required under this Agreement. Each party may satisfy the insurance obligations under this Paragraph by utilizing excess or umbrella insurance. For purposes of this Paragraph, insurance may be provided through a self-insured intergovernmental risk pool or agency. Each Party shall name the other party's Indemnitees (as defined in Paragraph 23) as additional insureds on all insurance required hereunder. To the fullest extent permitted by each insurance policy and without invalidating any coverage thereunder, the Parties waive any right of subrogation that they or any of their agents may have against any of the other Party's Indemnitees.

23. Mutual Indemnification. The School District shall indemnify and hold the City and its officers, agents, and employees ("City Indemnitees") harmless from any and all liabilities, losses, costs, demands, damages, actions or causes of action, including reasonable attorney's fees arising out of, proximately caused by or incurred by reason of any of negligent or willful and wanton acts or omissions of the School District and its employees related to this Agreement; subject, however, to any defenses or limitations of liability permitted under the *Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.)*, or otherwise provided by law.

The City shall indemnify and hold the School District, its individual Board member, agents, and employees ("District Indemnitees") harmless from any and all liabilities, losses, costs, demands, damages, actions or causes of action, including reasonable attorneys' fees arising out of, proximately caused by or incurred by reasons of any negligent or willful and wanton act or omission by the SRO, or breach of this Agreement; subject, however, to any defenses or limitations of liability permitted under the *Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.)*, or otherwise provided by law.

24. Notices. All notices required or permitted under this agreement shall be in writing and shall be deemed delivered in person or deposit in the United States mail, postage prepaid, addressed as follows:

City of St. Charles:

Chief James Keegan
St. Charles Police Department
211 North Riverside Ave.
St. Charles, IL 60174

School District 303

Superintendent Dr. Jason Pearson
Community Unit School District 303
201 South 7th Street
St. Charles, IL 60174

25. Entire Agreement. This agreement contains the entire agreement of the parties hereto and there are no other promises or conditions or any other agreement whether oral or written. This agreement supersedes any prior written or oral agreements or negotiations between the parties.

26. Amendment. This agreement may be modified or amended only through a written amendment executed by both parties hereto.

27. Severability. If any provision of this agreement shall be held to be void, invalid or unenforceable for any reason, the remaining provisions shall remain in full force and effect.

28. Waiver of Contractual Right. The failure of either party to enforce any provision of this agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this agreement.

29. Applicable Law. This agreement shall be governed by the laws of the State of Illinois. Any action brought pursuant to this agreement shall be brought in the Circuit Court of Kane County, Illinois.

IN WITNESS WHEREOF, the parties hereto have executed this agreement at St. Charles, Illinois on the date first written above.

COMMUNITY UNIT SCHOOL
DISTRICT 303

CITY OF ST. CHARLES

By _____

By _____
Mayor

Attest:

4-15-20

City Clerk

**EXHIBIT A
TO THE
AGREEMENT FOR POLICE SERVICES
BY AND BETWEEN
THE BOARD OF EDUCATION OF COMMUNITY UNIT SCHOOL DISTRICT NO. 303
AND
THE CITY OF ST. CHARLES, ILLINOIS
QUALIFICATIONS AND TRAINING OF THE SRO**

1. Be a certified police officer with the Police Department;
2. Have at least three (3) years of experience working as a police officer, sheriff's deputy, or other law enforcement position acceptable to the School District;
3. Have experience working with youths;
4. Have strong verbal, written, and interpersonal skills, including public speaking;
5. Have completed the following training regarding the duties and responsibilities of a school resource officer:
 - a. Prior to January 1, 2021, either:
 - i. Certification through the Illinois Law Enforcement Training and Standards Board as a Juvenile Police Officer under 705 ILCS 405/1-3(17); or
 - ii. The Basic School Resource Officer Course provided by the National Association of School Resource Officers.
 - b. Commencing on January 1, 2021 (provided the agreement is still in effect), either:
 - i. Certification through the school resource officer course provided by the Illinois Law Enforcement Training and Standards Board under 50 ILCS 705/10.22; or
 - ii. If acceptable to the School District, one of the certifications in Paragraph 5(a) above, provided the Police Department certifies that the school resource officer has prior experience and training which satisfies the training requirement in 5(b)(i).
6. Possess a sufficient knowledge of the applicable Federal and State laws, County ordinances, and Board policies and regulations;
7. Be able to function as a strong role model for students in the School District; and
8. Possess an even temperament and set a good example for students.

**EXHIBIT B
TO THE
AGREEMENT FOR POLICE SERVICES
BY AND BETWEEN
THE BOARD OF EDUCATION OF COMMUNITY UNIT SCHOOL DISTRICT NO. 303
AND
THE CITY OF ST. CHARLES, ILLINOIS
DUTIES OF THE SRO**

The SRO shall perform the following duties with due diligence and to the best of their ability:

1. Serve as a counselor and/or referral source for students with problems in which the SRO's law enforcement expertise may be helpful;
2. Provide and encourage programs and presentations designed to promote student and faculty understanding of the law and other public safety issues with the intended goal of allowing young people to become better informed and effective citizen within and outside the academic environment, including conducting presentations and/or trainings on law, law enforcement issues, individual liberties and social responsibilities;
3. Be available to students, faculty, parents, and School and community organizations as a resource;
4. Work with parents, law enforcement, and social service agencies on matters that may affect the School;
5. Work cooperatively with other law enforcement agencies, including neighboring law enforcement entities, to fulfill the duties described hereunder;
6. Enforce State and Local criminal laws and ordinances and to take appropriate action in response to violations of the law;
7. When feasible, officers are encouraged to maintain a high level of visibility during school entrance and dismissal times as well as during passing periods;
8. Meet with building administrators to advise them of potentially dangerous situations and plan for the safe resolution of those situations;
9. Follow building and district behavior policies, deferring to school administration for discipline and enforcement of student handbook and policies, referring students for further law enforcement processing when requested by the School District or required by law, and using law enforcement authority in necessary situations;
10. Protect school property, students, school personnel and visitors from criminal activity by patrolling the school building and grounds and attending school functions during and outside the school day (athletic events, dance, parent-teacher conferences) as reasonably required;

11. Assist in the development, review, and implementation of the School District Emergency Plan;
12. Present lessons in appropriate courses, as requested by the School District (e.g., driver's education, government);
13. Serve as a liaison between the Schools and the Police Department;
14. Assist with safety and emergency drills pursuant to the School Safety Drill Act, including specifically observing the active-shooter law enforcement drill as required by that Act;
15. Assist the school administration in the development of plans and strategies which minimize dangerous situations including those related to student or community unrest which impact the schools;
16. Provide students and their families, administrators, staff and faculty with information concerning various community support agencies, including;
17. Provide students and their families, administrators, staff and faculty with information concerning various community support agencies, including:
 - a. family counseling services
 - b. drug and alcohol treatment facilities
 - c. psychological services
 - d. legal assistance
 - e. others which may be appropriate under given circumstances;
18. The SRO shall provide information, records, and testimony when the SRO is directly involved in an incident and when requested by the School District administration for student expulsion proceedings; and

Notwithstanding the above, the Parties acknowledge that the SRO is responsible for criminal law issues, not school discipline issues. Thus, absent a real and immediate threat to student, teacher, or public safety, incidents involving public order offenses including, but not limited to, disorderly conduct; disturbance/disruption of the Schools or public assembly; trespass; loitering; profanity; and fighting that does not involve immediate physical injury or a weapon, shall be considered school discipline issues to be solely handled by School officials, rather than criminal law issues warranting formal law enforcement intervention (e.g., issuance of a criminal citation, ticket, or summons, filing of a delinquency petition, referral to a probation officer, or actual arrest). If the SRO becomes aware of a student discipline issue, he/she shall refer the issue to the School's principal. If the SRO does proceed with law enforcement actions, he/she shall adhere to School Board policy, police policy and legal requirements with regard to investigations, interviews of students and arrests of students that occur or are planned to occur on School District property.

The City and the School District acknowledge that the SRO must receive appropriate and current training in order to fulfill his/her duties as a school resource officer. As a result, the Parties shall work

4-15-20

cooperatively to ensure the SRO receives appropriate in-service training, such as updates in the law, in-service firearm training, and training specific to the duties of a school resource officer and working with high school age students. With City approval, the School District may also require the SRO to attend other relevant trainings, including but not limited to, trainings about appropriate use of restraint involving special needs students, use of opioid antagonists, in Board policies, and the School District's regulations and procedures.

EXHIBIT C
TO THE
AGREEMENT FOR POLICE SERVICES
BY AND BETWEEN
THE BOARD OF EDUCATION OF COMMUNITY UNIT SCHOOL DISTRICT NO. 303
AND
THE CITY OF ST. CHARLES, ILLINOIS

SRO ACCESS TO STUDENT RECORDS

The SRO may have access to student records and personally identifiable information (“PII”) in student records at the discretion of the School District as follows:

1. The SRO may have access to directory information of students as needed to perform duties.
2. The SRO may have access to live feed of security cameras in the School District pursuant to authorization of the Superintendent or Principal. Recorded camera footage may constitute student record information if identifiable students are the focus of the footage. As such, recorded camera footage will be treated as student record information pursuant to Paragraph 21.A.3 below.
3. The SRO may have access to other (non-directory) student record information pursuant to the following legal guidelines, as interpreted and approved by the Superintendent or Principal:
 - i The SRO may receive PII from the School District as a “school official” performing SRO duties under this Agreement when the SRO has a direct and legitimate *educational* interest in the student. A “legitimate educational interest” shall include promoting school safety and physical security of the students. The PII must remain under the direct control of the School District, and the SRO may use information obtained as a school official only for the purposes for which it is obtained, and will not disclose such information to third parties, including other employees of the Police Department who are not acting as school officials, unless consent of the parent (or student age 18 or older) is obtained or an exception to the statutory consent rule applies; and

- ii.) The SRO may receive from the School District PII related to student criminal activity pursuant to an applicable reciprocal reporting agreement entered into between the School District and the City (“Reciprocal Reporting Agreement”), when necessary for the discharge of his official duties to effectively serve, prior to adjudication, the student whose records are released. Such a record release is subject to the terms of the Reciprocal Reporting Agreement, and the SRO will not disclose that information to third parties outside the Police Department; and
- iii.) in an emergency, as determined by the Superintendent or School Principal.

**City of St. Charles, Illinois
Resolution No. 2020-**

**A Resolution to approve a School Resource Officer Agreement
for School Years 2020-2023**

**Presented & Passed by the
City Council on April 27, 2020**

WHEREAS the annual agreement with D303 for police services in the high schools and middle schools has been updated for the next three school years.

THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, that the School Resource Officer Agreement between the City of St. Charles and D303 be executed.

PRESENTED to the City Council of the City of St. Charles, Illinois, this 27th day of April, 2020

PASSED by the City Council of the City of St. Charles, Illinois, this 27th day of April, 2020

APPROVED by the Mayor of the City of St. Charles, Illinois, this 27th day of April, 2020

Raymond P. Rogina, Mayor

ATTEST:

City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: IBB

Title: Recommendation to Approve a Proposal for a New Class E-1 Temporary Liquor License for the “Hops for Hope 5K” to be held at Mount Saint Mary Park Rescheduled for October 3, 2020

Presenter: Police Chief James Keegan

Meeting: City Council Date: April 27, 2020

Proposed Cost:
PD: \$104.42
PW: \$182.04
TOTAL:\$286.46

Budgeted Amount: \$

Not Budgeted:

Executive Summary (if not budgeted please explain):

The original presentations for this event request took place at the October 21, 2019 Liquor Commission and Government Operations meetings; and the November 4, 2019 City Council meeting for final approval. Due to the COVID-19 situation, the event organizers are requesting this event be rescheduled for Saturday, October 3, 2020.

This is an application request for a Class E-1 Temporary Liquor License, authorizing dispensing and consumption of craft beer on Park District property, as indicated on a proposed 5K road race route. This temporary license is requested for a single, one-day event, to be held on Saturday, ~~May 16~~ October 3, 2020.

The event, known as “Hops for Hope 5K,” will take place on ~~May 16~~ October 3, 2020, in Mount St. Mary’s Park from 10:00 a.m. to 3:00 p.m. and extend into Wheeler Park in Geneva. The estimated attendance is 1,000 participants (last year 700) and this is the 4th consecutive year that Project Mobility has hosted this event. Project Mobility is a Non-for-Profit organization in partnership with the Bike Rack of St. Charles, with the goal of raising funds to provide adaptive cycling for subjects with physical disabilities.

Runners will be allowed to sample 3 oz. tastings on the running route and be given 2-drink tickets with their prepaid purchase for consumption inside a fenced in area near the award tent. Food will be served by local vendors. In the event that event spectators desire to enter the fenced area they would pay an entry fee, be provided a different color wristband, and would also be issued (2) two tickets to exchange for a total of (2) two pints, after which they would receive no other service.

All participants must be 21 or older and each will receive an event specific wristband confirming their identification and age were verified.

A sound amplification permit has been applied for to accommodate a public address system and a band for event entertainment.

This rescheduled date has been approved by the St. Charles Park District Board.

PLEASE NOTE: this special event is being recommended for approval with the caveat that all approvals are contingent upon any governmental sanctions regarding public gatherings, social distancing, etc., pertaining to COVID-19.

Attachments (please list):

None

Recommendation/Suggested Action (briefly explain):

Recommendation to Approve a Proposal for a New Class E-1 Temporary Liquor License for the “Hops for Hope 5K” to be held at Mt. Saint Mary’s Park rescheduled for October 3, 2020.



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: ICC

Title: Recommendation for Approval of 1st Street Plaza, Street, and Parking Lot Closures and Amplification License for the Fine Art Show Rescheduled for September 10-13, 2020, and now known as the St. Charles Fine Art & Jazz Weekend

Presenter: Chief Keegan

Meeting: City Council Date: April 27, 2020

Proposed Cost: \$3,188.86(PW)

Budgeted Amount: \$

Not Budgeted:

Executive Summary (if not budgeted please explain):

The original presentations for this event request took place at the February 24, 2020 Liquor Commission and Government Operations meetings; and the March 2, 2020 City Council meeting for final approval. Due to the COVID-19 situation, the event organizers are requesting this event be rescheduled for September 10-13, 2020. The STC Alliance has combined this event with the annual Jazz Weekend.

The Fine Art Show part of this event will again be held on South Riverside Avenue between Main Street and Illinois Avenue; and on Walnut Avenue between Riverside Avenue and 2nd Avenue, from Saturday, September 12 through Sunday, September 13. The event will be open from 10 a.m. – 6 p.m. on both days; Friday will only be for set-up for the event. The Live Jazz part of the event will be held on the First Street Plaza from 10 a.m. – 6 p.m. on Saturday, September 12 through Sunday, September 13. The amplification license is being requested for these time frames.

The St. Charles Business Alliance is requesting the closure of the following streets for the duration of the event (including set-up and take-down):

- South Riverside Avenue from Main St. to Illinois Avenue from 5 a.m. on Friday, September 11 through 8 p.m. on Sunday, September 13.
- Walnut Avenue from 2nd Avenue to Riverside Avenue from 5 a.m. on Friday, September 11 through 8 p.m. on Sunday, September 13.
- The parking lot between Riverside and 2nd Avenue from 5 a.m. on Friday, September 11 through 8 p.m. on Sunday, September 13.

The applicant has requested temporary electric service. The applicant will be responsible for the actual time and material costs expended by the Electric Utility, as well as the electric energy consumption, for the requested temporary service.

The event volunteers will remove all barricades from the street once all of the booths are gone.

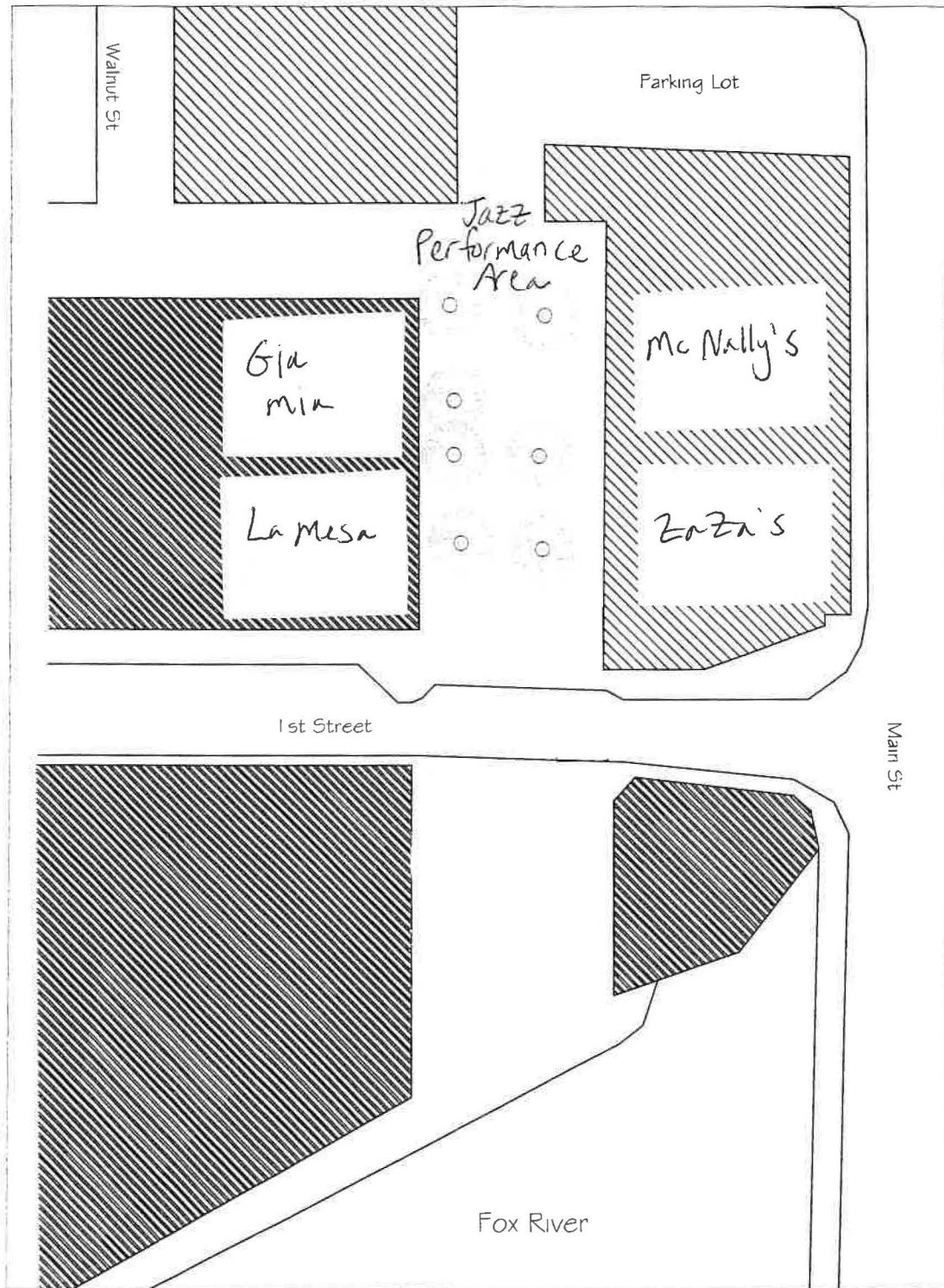
PLEASE NOTE: this special event is being recommended for approval with the caveat that all approvals are contingent upon any governmental sanctions regarding public gatherings, social distancing, etc., pertaining to COVID-19.

Attachments (please list):

Recommendation/Suggested Action (briefly explain):

The Police Department recommends approval of street and parking lot closures and amplification license for the Fine Arts Show rescheduled for September 10-13, 2020.

Fine Art + Jazz weekend 2020



**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: IDD

Title:

Motion to Approve a Resolution Authorizing and Directing the Mayor to Execute and the City Clerk to Attest to the Execution of a Certain Extension of the Employment Agreement with Mark W. Koenen, City Administrator

Presenter:

Mayor Raymond P. Rogina

Meeting: City Council

Date: April 27, 2020

Proposed Cost: \$

Budgeted Amount: \$

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

An employment agreement for Mark Koenen as City Administrator was entered on August 19, 2013 through May 1, 2019. At this time a request has been made to extend the Employment Agreement through May 15, 2021.

Attachments *(please list):*

Resolution

Extension of Employment Agreement

Recommendation/Suggested Action *(briefly explain):*

Motion to approve a Resolution Authorizing and Directing the Mayor to Execute and the City Clerk to Attest to the Execution of a Certain Extension of the Employment Agreement with Mark W. Koenen, City Administrator.

EXTENSION OF EMPLOYMENT AGREEMENT

WHEREAS, **The City of St. Charles**, State of Illinois, a municipal corporation (“Employer”) and **Mark W. Koenen**, (“Employee”) entered into a certain Employment Agreement on August 19, 2013; and,

WHEREAS, the term of the Employment Agreement was from August 19, 2013 through May 1, 2017; and,

WHEREAS, on May 1, 2017, **The City of St. Charles** and **Mark W. Koenen** entered into an Extension which extended the Employment Agreement dated August 19, 2013 through May 1, 2018; and

WHEREAS, on May 7, 2018, **The City of St. Charles** and **Mark W. Koenen** entered into an Extension of Employment Agreement which extended The Employment Agreement dated August 19, 2013 through May 15, 2019; and,

WHEREAS, on May 6, 2019, **The City of St. Charles** and **Mark W. Koenen** entered into an Extension of Employment Agreement which extended The Employment Agreement dated August 19, 2013 through May 15, 2020; and,

WHEREAS, **The City of St. Charles** and **Mark W. Koenen** deem it to be in their respective best interests to extend the Employment Agreement for an additional period of one (1) year.

NOW THEREFORE, in consideration of the foregoing, **The City of St. Charles**, and **Mark W. Koenen** agree that the Employment Agreement dated August 19, 2013 shall be extended through May 15, 2021, and that all provisions of the Employment Agreement will remain in full force and effect until that date with the exception of the following amended Paragraph B2 of Section III of that Agreement which is amended to conform to the requirements of 5 ILCS 415/10. The following shall be substituted for Paragraph B2 of Section III of that Agreement (Termination and Severance Pay):

“B. Severance Pay

2. In the event that the Employer terminates Employee pursuant to Section III. A. 1., the Employer shall be obligated to pay to the Employee the Severance Pay. The Severance Pay shall be equal to payment of salary and benefits defined in Section III B. 1. above for a period of twenty (20) weeks subject to the limitations otherwise set forth in this Agreement. The maximum amount of Severance Pay which may be paid to the Employee will be equal to twenty (20) weeks of his compensation and benefits as defined by, and limited to, the definition of Severance Pay set forth above. The rate of compensation and benefits comprising the Severance Pay shall be the rate of compensation and benefits in effect as of the effective date of the Employee’s termination. The payment of Severance Pay shall commence

immediately upon termination or the expiration of this Agreement and shall be paid in bi-weekly payments in the same manner as pertains to all other exempt employees of the City.

Should Employee secure other employment during the period within which the employee is entitled to receive Severance Pay, the Employee shall be obligated to immediately notify the Employer of such employment and the amount of compensation and benefits being received by the Employee in Employee's new position. Subject to the following limitations, Employee's right to receive Severance Pay, and the Employer's obligation to make Severance Pay payments, shall cease as of the date on which Employee's new employment is to commence provided that the Employee shall be employed at a rate of compensation and benefits which, in the aggregate, are equal to or exceed the Employee's rate of compensation and benefits as of the date of Employee's termination or the expiration of this Agreement. Should that date fall within any payment period applicable to the payment of the Severance Pay, such payment shall be prorated proportionately. The Severance Pay provisions contained herein are intended to provide the Employee with sufficient economic security during the time within which he is seeking alternative employment.

Notwithstanding the foregoing, should Employee obtain employment at levels of compensation and benefits lower than those being paid to the Employee at the time of Employee's termination or the expiration of this Agreement, then the Employer shall continue to be obligated to pay to the Employee a portion of the Severance Pay equal to the difference between the Employee's Severance Pay (the aggregate of both Employee's rate of compensation and benefits) and the lower level of aggregate compensation and benefits being paid to the Employee in Employee's new position.

However, and notwithstanding the foregoing, the Employer shall not be obligated to provide Employee with Severance Pay if Employee's employment is terminated for any of the following reasons:

- a. Should the Employee be convicted of, or plead guilty to, any illegal act involving personal gain to the Employee related to his duties as City Administrator; or
- b. Should the Employee be convicted of, or plead guilty to, any felonious act; or
- c. Should the Employee engage in any misconduct involving moral turpitude; or
- d. Should the Employee engage in gross misconduct; or
- e. Should the Employee engage in gross negligence.

Before making any final determination that the Employee is ineligible for Severance Pay for any of the reasons set forth above, the Employer shall notify the Employee of the fact that his termination is under consideration and as to which one or more of the five specific grounds herein identified, if any, are relied upon by the Employer as justification for the non-payment of the Severance Pay. The Employee shall be afforded a reasonable opportunity to be heard in a closed session meeting of the City Council to the extent permitted or required by law.

The Employee shall not be due any Severance Pay in the event that the Employee terminates employment pursuant to Section III. A. 2.”

IN WITNESS WHEREOF, **The City of St. Charles** has caused this Extension of Employment Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its City Clerk, and the Employee has signed and executed this Extension of Employment Agreement, both in duplicate, as of the dates set forth below.

Raymond Rogina,
Mayor

Date: _____

Mark W. Koenen
City Administrator

Date: _____

Attest:

Charles Amenta
City Clerk

Date: _____

CITY OF ST. CHARLES, ILLINOIS

RESOLUTION NO. 2020-

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AND THE CITY CLERK TO ATTEST TO THE EXECUTION OF A CERTAIN EXTENSION OF THE EMPLOYMENT AGREEMENT WITH MARK W. KOENEN, CITY ADMINISTRATOR

BE IT RESOLVED by the CITY COUNCIL OF THE CITY OF ST. CHARLES, KANE AND DU PAGE COUNTIES, ILLINOIS as follows:

Section 1: That the Mayor is hereby authorized and directed to execute on behalf of the City of St. Charles that certain Extension of Employment Agreement, in substantially the form attached hereto and incorporated herein as Exhibit A, by and on behalf of the CITY OF ST. CHARLES.

Section 2: That, on behalf of the City of St. Charles, the City Clerk is hereby authorized and directed to attest the Mayor's execution of said Extension of Employment Agreement.

Section 3: That this Resolution shall be in full force and effect from and after its adoption and approval as provided by law.

PRESENTED to the City Council of the City of St. Charles, Illinois this ___ day of April, 2020

PASSED by the City Council of the City of St. Charles, Illinois this ___ day of April, 2020.

APPROVED by the Mayor of the City of St. Charles, Illinois this ____ day of April, 2020.

Mayor Raymond Rogina

Attest:

Charles Amenta
City Clerk

Council Vote:

Ayes: _____

Nays: _____

Abstain: _____

Absent: _____

“EXHIBIT A”

EXTENSION OF EMPLOYMENT AGREEMENT

WHEREAS, **The City of St. Charles**, State of Illinois, a municipal corporation (“Employer”) and **Mark W. Koenen**, (“Employee”) entered into a certain Employment Agreement on August 19, 2013; and,

WHEREAS, the term of the Employment Agreement was from August 19, 2013 through May 1, 2017; and,

WHEREAS, on May 1, 2017, **The City of St. Charles** and **Mark W. Koenen** entered into an Extension which extended the Employment Agreement dated August 19, 2013 through May 1, 2018; and

WHEREAS, on May 7, 2018, **The City of St. Charles** and **Mark W. Koenen** entered into an Extension of Employment Agreement which extended The Employment Agreement dated August 19, 2013 through May 15, 2019; and,

WHEREAS, **The City of St. Charles** and **Mark W. Koenen** deem it to be in their respective best interests to extend the Employment Agreement for an additional period of one (1) year.

NOW THEREFORE, in consideration of the foregoing, **The City of St. Charles**, and **Mark W. Koenen** agree that the Employment Agreement dated August 19, 2013 shall be extended through May 15, 2020, and that all provisions of the Employment Agreement will remain in full force and effect until that date with the exception of the following amended Paragraph B2 of Section III of that Agreement which is amended to conform to the requirements of 5 ILCS 415/10. The following shall be substituted for Paragraph B2 of Section III of that Agreement (Termination and Severance Pay):

“B. Severance Pay

2. In the event that the Employer terminates Employee pursuant to Section III. A. 1., the Employer shall be obligated to pay to the Employee the Severance Pay. The Severance Pay shall be equal to payment of salary and benefits defined in Section III B. 1. above for a period of twenty (20) weeks subject to the limitations otherwise set forth in this Agreement. The maximum amount of Severance Pay which may be paid to the Employee will be equal to twenty (20) weeks of his compensation and benefits as defined by, and limited to, the definition of Severance Pay set forth above. The rate of compensation and benefits comprising the Severance Pay shall be the rate of compensation and benefits in effect as of the effective date of the Employee’s termination. The payment of Severance Pay shall commence immediately upon

termination or the expiration of this Agreement and shall be paid in bi-weekly payments in the same manner as pertains to all other exempt employees of the City.

Should Employee secure other employment during the period within which the employee is entitled to receive Severance Pay, the Employee shall be obligated to immediately notify the Employer of such employment and the amount of compensation and benefits being received by the Employee in Employee's new position. Subject to the following limitations, Employee's right to receive Severance Pay, and the Employer's obligation to make Severance Pay payments, shall cease as of the date on which Employee's new employment is to commence provided that the Employee shall be employed at a rate of compensation and benefits which, in the aggregate, are equal to or exceed the Employee's rate of compensation and benefits as of the date of Employee's termination or the expiration of this Agreement. Should that date fall within any payment period applicable to the payment of the Severance Pay, such payment shall be prorated proportionately. The Severance Pay provisions contained herein are intended to provide the Employee with sufficient economic security during the time within which he is seeking alternative employment.

Notwithstanding the foregoing, should Employee obtain employment at levels of compensation and benefits lower than those being paid to the Employee at the time of Employee's termination or the expiration of this Agreement, then the Employer shall continue to be obligated to pay to the Employee a portion of the Severance Pay equal to the difference between the Employee's Severance Pay (the aggregate of both Employee's rate of compensation and benefits) and the lower level of aggregate compensation and benefits being paid to the Employee in Employee's new position.

However, and notwithstanding the foregoing, the Employer shall not be obligated to provide Employee with Severance Pay if Employee's employment is terminated for any of the following reasons:

- a. Should the Employee be convicted of, or plead guilty to, any illegal act involving personal gain to the Employee related to his duties as City Administrator; or
- b. Should the Employee be convicted of, or plead guilty to, any felonious act; or
- c. Should the Employee engage in any misconduct involving moral turpitude; or
- d. Should the Employee engage in gross misconduct; or
- e. Should the Employee engage in gross negligence.

Before making any final determination that the Employee is ineligible for Severance Pay for any of the reasons set forth above, the Employer shall notify the Employee of the fact that his termination is under consideration and as to which one of more of the five specific grounds herein identified, if any, are relied upon by the Employer as justification for the non-payment of the Severance Pay. The Employee shall be afforded a reasonable opportunity to be heard in a closed session meeting of the City Council to the extent permitted or required by law.

The Employee shall not be due any Severance Pay in the event that the Employee terminates employment pursuant to Section III. A. 2."

IN WITNESS WHEREOF, **The City of St. Charles** has caused this Extension of Employment Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its City Clerk, and the Employee has signed and executed this Extension of Employment Agreement, both in duplicate, as of the dates set forth below.

Raymond Rogina,
Mayor
Date: _____

Mark W. Koenen
City Administrator
Date: _____

Attest:

Charles Amenta
City Clerk
Date: _____

**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: IEE

Title:

Presentation of a Recommendation from Mayor Rogina to Approve Appointments of New Members to City Boards and Commissions, effective May 1, 2020

Presenter:

Mayor Raymond P. Rogina

Meeting: City Council

Date: April 27, 2020

Proposed Cost: \$

Budgeted Amount: \$

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

Request considerable consideration of appointments of new members to City Boards and Commissions to fill vacancies of respective positions noted in yellow on the attachment:

Timothy Kirsininkas – Historic Preservation Commission, 3 year term
Kaylynne Poremba – 708 Mental Health Board, 4 year term
Molly Bryant - 708 Mental Health Board, 4 year term
Barb Gacic – Housing Commission, 3 year term
Linda Paslay – Zoning Board of Appeals, 5 year term
Scott Swanson - Fire Pension Board, term expires April 30, 2021

Attachments *(please list):*

Bios of New Members
Appointments - City Boards & Commissions for 2020/21 (new members)

Recommendation/Suggested Action *(briefly explain):*

Presentation of a recommendation from Mayor Rogina to approve appointments of new members to City Boards and Commissions, effective May 1,

December 10, 2019

City of St. Charles
2 E. Main St.
St. Charles, IL 60174
Attn: Mayor Ray Rogina

Dear Mayor Ray,

I am writing to officially express my interest in joining and serving on a City Commission in the coming year. I have been a St. Charles resident since age five, and in my years of living and working in this beautiful community I have gained a strong interest in serving the City I grew up in and have come to love.

I was lucky enough to receive this initial opportunity not long ago, having served as your dedicated Communications Intern for two years. As a result of this experience, I made many meaningful connections and learned a significant amount about the inner workings of local government. During this time, I also took an interest in volunteering with the St. Charles History Museum, where I have been employed part-time since November of 2018 and full-time since August of 2019.

In addition to my community work experience with the St. Charles Paddlewheel Riverboats and St. Charles Public Library, I also have had the honor of serving on the America in Bloom – St. Charles Committee, contributing to the City's award-winning efforts in 2017 and 2018, and hosting the National Symposium this past year.

I also have had experience serving on the Non-Profit Board of Directors for Model Illinois Government, a statewide student-led educational initiative aimed at getting college students educated about and involved in State and Local Government.

Recently, I also became involved with the St. Charles Breakfast Rotary Club and River Corridor Foundation, as I look to continue volunteering and giving back to the community I love. It is my sincere hope that I can continue to carry and reflect the great pride we hold in our community through my actions and guidance in your service on a City Commission.

I hope that you will find my experience relevant and helpful as a potential Commissioner for the City of St. Charles. Please let me know if you need more information from me or would like to hold further conversation. I hope to be in touch with you soon.

Sincerely,

Timothy A. Kirsininkas
Proud Resident and Dedicated Community Servant



Timothy A Kirsininkas

EDUCATION

Northern Illinois University (2017)

Bachelor in Arts-Cum Laude

Communications & Media Studies, Minors in Journalism & Political Science

President, NIU Model Illinois Government

President, NIU College Democrats

Other: Public Relations Student Society, Lambda Pi Eta & Phi Theta Kappa Honor Societies

WORK EXPERIENCE

St. Charles History Museum

Marketing & Public Engagement Manager

November 2018 – Present

Create content for the museum's social media, website, and print/electronic newsletters to advertise upcoming events and programs. Plan educational programs and special events in cooperation with committees and the Executive Director. Regularly distribute press releases to local media. Take videos and photos at events.

St. Charles Public Library

July 2018 – August 2019

Communications Assistant

Administered social media, edited and distribute quarterly print and monthly electronic newsletter, promoted and staffed events, took video and photographs for library promotion.

City of St. Charles

Communications Intern

December 2016-May 2018

Administered social media, wrote and distributed news releases, updated the City website, wrote for and distributed the monthly print and electronic newsletters.

Other work experience: St. Charles Paddlewheel Riverboats (Deckhand/Social Media Manager 2010-2019), Michael Noland for Congress (General Campaign Intern 2015-2016), Wendella Boats (Deckhand, 2018)

VOLUNTEER/LEADERSHIP EXPERIENCE

Model Illinois Government

March 2017-April 2019

Lieutenant Governor, Attorney General

Responsible for retaining and recruiting member schools for the annual MIG simulation through regular communication with university faculty advisors. Created training content for first-year participants. Coordinated student lobbyists and journalists. Administered social media.

St. Charles History Museum

February-November 2018

Social Media Admin, General Volunteer

Worked with museum staff on communication efforts on social media, helped staff events.

NIU Model Illinois Government

October 2015-March 2017

President, Head Delegate

Helped re-establish Model Illinois Government as a student organization at NIU. Helped prepare and train students for the annual Model Illinois Government simulation in Springfield.

NIU College Democrats

October 2015-December 2017

President, Acting Vice President, Communications Coordinator

Organized and promoted candidate visits on campus. Helped organize and staff an October 2017 gubernatorial candidate forum.

Kaylynne Poremba
[REDACTED], Saint Charles, IL
[REDACTED]

April 2, 2020

Mayor Ray Rogina
City of Saint Charles

Dear Mayor Rogina,

I am submitting this correspondence to express my interest in becoming a member of the Saint Charles Mental Health 708 Board. It would be a privilege to help end the stigma associated with mental illness and connect those suffering with the resources available.

My 9 year career in child care and my role as a mother to three has helped prepare me for this position. By nature, I am a compassionate caregiver with a heart for those in need. For the last 2.5 years, I have poured my heart into cultivating an in home daycare centered around safety, positivity, and growth, and the results and parental feedback have been outstanding. I would love to offer a fresh perspective to the board and work to provide a similar sense of hope for the adult and young adult members of our community.

I appreciate your time and consideration for this position. If you would like to talk further, please feel free to contact me.

Sincerely,

Kaylynne Poremba

Kaylynn Poremba

Saint Charles, IL, 60174

PROFESSIONAL EXPERIENCE

Present
Aug 2017

Kay's Crew, Saint Charles, IL

In-Home Daycare Provider

- Keep records on individual children, including daily observations and information about activities, meals served, and medications administered.
- Support children's emotional and social development, encouraging understanding of others and positive self-concepts.
- Instruct children in health and personal habits, such as eating, resting, and toilet habits.
- Create developmentally appropriate lesson plans.
- Communicate with children's parents or guardians about daily activities, behaviors, and related issues.
- Provide a safe, nurturing environment filled with positivity to ensure children feel calm and comfortable.

Aug 2017
Sep 2012

████████ Family, Saint Charles, IL

Private Nanny

- Organize and conduct age-appropriate recreational activities, such as games, arts and crafts, sports, walks, and play dates.
- Model appropriate social behaviors and encourage concern for others to cultivate development of interpersonal relationships and communication skills.
- Work with parents to develop and implement discipline programs to promote desirable child behavior.
- Meet regularly with parents to discuss children's activities and development.

Apr 2012
Aug 2009

Firefly Grill, Effingham, IL

Bartender/ Head Server

- Serve food or beverages to patrons, and prepare or serve specialty dishes at tables as required.
- Train new hires on restaurants processes to maintain well established efficiency
- Control inventories of food, equipment, smallware, and liquor, and report shortages to designated personnel.

EDUCATION

May 2011

Eastern Illinois University Charleston, IL

Completed coursework towards B.S. Business Management

Molly S. Bryant

CONTACTS

ADDRESS

██████████
Saint Charles, IL 60174

PHONE

██████████

EMAIL ME

████████████████████

Conference/Workshops Attended:

- Larry Ainsworth Presents: Common Formative Assessment 2.0
- PLCs at Work Conference
- Co-Teaching Conference with Dr. Marilyn Friend

Presentation Experience:

- APC Conference at Elgin Community College "Team Teaching: Integrating Levels of Adult ESL Classes for the Benefit of Students and Instructors"
- Faculty meetings on behalf of the Reading Lounge and Special Education Committees

Additional Positions Held in Education:

- Part-time ELA teacher at Ellis Middle School
- ELA and social studies teacher at Rotolo Middle School
- Instructional assistant at Batavia High School

PROFILE

Excellent-rated educator known for engaging students in creative, well-planned and effective lessons that teach the Common Core Curriculum while incorporating social emotional learning and cultural awareness. Collaborative colleague who acts as a team leader and a contributing member of professional learning communities.

EXPERIENCE

2011 - current **O Language Arts Teacher**

Geneva Middle School South, Geneva, IL

- Design units based on priority and supporting Common Core Standards in collaboration with my professional learning community—evaluating practices, redesigning, recreating, and then implementing the redesigned units/lessons/assessments.
- In partnership with co-teacher, differentiate instruction to meet the needs and goals of our students.
- Take part in professional development in the form of conferences, workshops, collaborative conversations, professional learning communities and by reading relevant educational texts.
- Maintain open communication with parents –focusing on their child and our common goals for them.
- Earned an excellent rating for last 3 evaluation cycles

2010 -
current

Adjunct Instructor ELL/ABEC

Elgin Community College, Elgin, IL

- Engage in a cycle of designing, creating, and evaluating lessons, units and assessments to meet the needs of adult ELL learners.
- Engage adult students in English language skills through listening, speaking, and reading activities and instruction.
- Integrate many forms of technology into lessons to provide students with the best opportunities for language acquisition.
- Rated as an 'excellent' instructor for the past 3 evaluation cycles.

EDUCATION

Chicago State University, Chicago, IL

Graduate coursework in special education, LBSI

Aurora University, Aurora, IL

M.A. in Teaching

College of Charleston, Charleston, SC

B.A. in Corporate and Organizational Communication

April 19, 2020

City of St. Charles
2 East Main Street
St. Charles IL 60174

Resume of Barbara Gacic

Re: Appointment to St. Charles Housing Commission

Barb has been a resident of the City of St. Charles since 1973. She and her husband Tom raised their daughters in St. Charles with Barb being actively involved in their many school and church activities and organizations as they were growing up. Their daughters, husbands and 2 grandsons now live out of state. Barb and Tom have been members of St. John Neumann Catholic Church since its inception in 1977 with Barb teaching CCD and various youth leader roles at the girls' various ages.

Having opened the St. Charles Dominick's in 1984 as the Non-Foods Department Manager Barb retained that position until 1990 when she moved on to another store. Barb's employment returned to St. Charles in 1997 when she became Office Manager for Sager, Maly, Haines & Co. LLP, the name being changed in 2011 to Jones, Sager & Company LLC where she worked until April, 2020.

Barb has been a member of the City of St. Charles 708 Mental Health Board since 2008 until present serving as Chair from May, 2012 to May, 2018.

- As chair oversaw board's allocation of City of St. Charles Equalized Assessed Valuation tax dollars to qualified 501(c) (3) organizations totaling \$2,671,901.00
- Researched and facilitated the contract of Northern Illinois University Non-for-Profit Strategic Planning Facilitator for analysis of board's current functions with focus on proactively identifying and developing short and long term goals.
- Directed implementation of strategic planning recommendations including developing Missions and Vision statements, updating Board By-Laws, updating agency Application for Funding form, defining initial rubric scoring of applications, and implementing online application submission,
- Invited and directed the board's mandatory agency attendance Bidders Meeting for the rollout of new application process
- Appointed various sub-committees as needed
- Represented the City of St. Charles at quarterly conferences of *the Association of Community Mental Health Authorities of Illinois* (ACMHAI). ACMHAI is a membership organization representing State Statutes defining 708, 337 and 553 Mental Health boards throughout the state of Illinois for networking as well as addressing the numerous Behavioral Health needs of Illinois' communities, townships and counties
- Voluntarily attended Kane County Mental Health Advisory Committee meetings (KCMHAC) as the committee evaluated various options of implementing a countywide 708 Mental Health Board

Barb holds a Bachelor of Professional Studies with a concentration in Psychology for Human Resource Professionals from Roosevelt University - January 2001

I am honored to be considered for the St. Charles Housing Commission appointment effective May, 2020.

Respectfully,
Barb

Barb Gacic

St. Charles IL 60174-3244

Mobile:

From: Dennis & Linda Paslay [REDACTED]
Sent: Wednesday, April 15, 2020 4:57 PM
To: Rogina, Raymond
Subject: Application for Zoning Board of Appeals vacancy

Dear Ray:

After speaking with Jim Holderfield regarding the vacancy on the Zoning Board of Appeals, I would like to submit my name for consideration.

As you may remember, my husband, Dennis, and I have lived in St. Charles' east side for six years. During that short time, we have formed an attachment to the people, businesses, landscape and progressive vibe of the city. Now that I'm retired, I would like to be a part of the momentum you and your administration have created and also help ensure that the original building blocks will still be protected.

Thank you for your time, Ray. I look forward to hearing from you.
Linda Paslay

**CITY OF ST. CHARLES
BOARDS & COMMISSIONS APPOINTMENTS
2020-2021**

<u>HISTORIC PRESERVATION COMM. (1994)</u>	<u>TERM EXP</u>	<u>MENTAL HEALTH BOARD (1995)</u>	
Tim Krisininkas	4-30-22	Kaylynne Poremba	4-30-24
Tom Pretz	4-30-22	Cheryl Denz	4-30-22
Kim Malay	4-30-22	Molly Bryant	4-30-24
Phil Kessler	4-30-22	Brian Travilla	4-30-22
Frederick Norris, Jr. (Chair)	4-30-21	Carolyn Waibel (Chair)	4-30-22
Dr. Steven Smunt (Vice Chair)	4-30-21	Ron Weddell	4-30-21
Pam Mann	4-30-21	Ron Silkaitis	4-30-21
<u>PLAN COMMISSION (1997)</u>		<u>HOUSING COMMISSION (2006)</u>	
Tim Kessler (Vice Chair)	4-30-24	Rita Anne Payleitner	4-30-21
Jennifer Becker	4-30-22	Jennifer Becker	4-30-21
Jeffrey Funke	4-30-22	Louis Dries	4-30-22
Peter Vargurlich	4-30-21	Barb Gacic	4-30-23
Tom Pretz	4-30-21	John Glenn	4-30-23
James Holderfield	4-30-24	Carolyn Waibel (School Board. Representative)	4-30-22
Laura Macklin-Purdy	4-30-22	Liz Eakins (Chair)	4-30-22
Todd Wallace (Chair)	4-30-22	Karrsten Goettel (Park District)	4-30-23
Suzanne Melton	4-30-22	Sean Baker	4-30-23
<u>YOUTH COMMISSION (1980)</u>		<u>VISITORS CULTURAL COMMISSION (1996)</u>	
Donna Clavelli	4-30-21	Sally Stancati	4-30-22
Diane Saylor	4-30-22	Sharon Spero	4-30-22
Jayme Muenz	4-30-21	Anne L. Becker (Chair)	4-30-23
Marianne F. Weick	4-30-22	Larry Maholland	4-30-23
Daniel Kelly	4-30-21	Scott Corbin	4-30-21
VACANT	4-30-21	Jodi L. Manthei	4-30-21
Jim Diorio	4-30-22	Jamie Swenson	4-30-22
Lara Kristofer (Secretary)	4-30-22	Kathy Melone	4-30-23
Cliff Hime (Treasurer)	4-30-22	Sue Klinkhamer	4-30-21
Colleen Weise	4-30-21		
<u>NATURAL RESOURCES COMMISSION (1988)</u>		<u>ZONING BOARD OF APPEALS (1976)</u>	
Thomas Galante	4-30-24	James Holderfield	4-30-23
Ryan Johnson	4-30-22	VACANT	4-30-22
Kathy Brens	4-30-24	Scott Buening (Secretary)	4-30-21
Suzi Myers	4-30-22	Bryan Wirball	4-30-22
Angela Churchill	4-30-24	Linda Paslay	4-30-22
Pam Otto	4-30-22	Elmer Rullman III (Chair)	4-30-25
Ralph Grathoff (Chair)	4-30-22	Steven Spurling	4-30-25
VACANT	4-30-24		
Lee Haggas	4-30-22		
Loren Nagy	4-30-22		
Heather Goudreau	4-30-22		
Jillian Leturno (Student Member)	4-30-21		
Andrew Diorio (Student Member)	4-30-21		
Vacant (Student Member)	4-30-21		
Claire Norman (Student Member)	4-30-21		

Commission term renewed
New Appointment to Commission/Board

BUILDING BOARD OF REVIEW		BD. FIRE & POLICE COMMISSIONERS	
(2009)		(1987)	
Tom Ritchie (General Contractor)	4-30-22	Keith Rollins (Chair)	4-30-23
Dan Marshall (Architect)(Chair)	4-30-22	John Kennedy	4-30-21
Dan Hartel (Fire)	4-30-23	Anthony Stancati	4-30-23
Mark Marion (Electric)	4-30-23	Patrick Reed	4-30-22
John Wagner (Plumbing)	4-30-23	Geoff Pretkelis	4-30-22
POLICE PENSION BOARD		FIREMEN'S PENSION FUND BOARD	
(1997)			
Steve Heike	4-30-22	*Anthony Centimano	4-30-20
** Tim Beam	4-30-22	*Steve Siwy	4-30-20
*Brooks Boyce	4-30-21	Lance Maxwell	4-30-21
Chris Mlnick	4-30-21	Scott Swanson	4-30-21
Chief Jim Keegan	4-30-22	Chris Minick	4-30-21
*Elected by Police Dept.		*Elected by Fire Dept.	
**Elected by Retirees		**Elected by Retirees	

Commission term renewed

New Appointment to Commission/Board

TERM LENGTH PER BOARD/COMMISSION

Board of Fire and Police Commissioners	3 years	Natural Resources Commission	4 years
Building Board of Review	3 years	Plan Commission	4 Years
Corridor Improvement Commission (Dissolved 2001 – 2019)	3 years	Police Pension Board	2 years
Firemen's Pension Fund Board	3 years	Visitors Cultural Commission	3 years
Historic Preservation Commission	3 years	Youth Commission	2 years
Housing Commission	3 years	Zoning Board of Appeals	5 years
Mental Health Board	4 years		



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: IFF

Title:

Presentation of a Recommendation from Mayor Rogina to Approve Reappointments of Members to City Boards and Commissions Members, effective May 1, 2020

Presenter:

Mayor Raymond P. Rogina

Meeting: City Council

Date: April 27, 2020

Proposed Cost: \$

Budgeted Amount: \$

Not Budgeted:

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

Request favorable consideration of annual reappointments for members of City Boards and Commissions whose current terms expire on April 30, 2020.

- Tom Pretz – Historic Preservation Commission
- Tim Kessler - Plan Commission
- James Holderfield - Plan Commission
- Diane Saylor – Youth Commission
- Marianne Weick – Youth Commission
- Jim Diorio – Youth Commission
- Lara Kristofer – Youth Commission
- Cliff Hime – Youth Commission
- Tom Galante – Natural Resources Commission
- Kathy Brens – Natural Resources Commission
- John Glenn – Housing Commission
- Karsten Goettel – Housing Commission
- Sean Baker – Housing Commission
- Anne Becker - Visitors Cultural Commission
- Larry Maholland - Visitors Cultural Commission
- Kathy Melone - Visitors Cultural Commission
- Elmer Rullman III – Zoning Board of Appeals
- Dan Hartel – Building Board of Review
- Mark Marion – Building Board of Review
- John Wagner – Building Board of Review
- Keith Rollins - Board of Fire and Police Commissioners
- Tony Stancati - Board of Fire and Police Commissioners

Attachments *(please list):*

Appointments - City Boards & Commissions for 2020/21

Recommendation/Suggested Action *(briefly explain):*

Presentation of a recommendation from Mayor Rogina to approve reappointments of members to City Boards and Commissions members effective May 1, 2020.

CITY OF ST. CHARLES
BOARDS & COMMISSIONS APPOINTMENTS
2020-2021

<u>HISTORIC PRESERVATION COMM. (1994)</u>	<u>TERM EXP</u>	<u>MENTAL HEALTH BOARD (1995)</u>	
Tim Krisininkas	4-30-22	Kaylynne Poremba	4-30-24
Tom Pretz	4-30-22	Cheryl Denz	4-30-22
Kim Malay	4-30-22	Molly Bryant	4-30-24
Phil Kessler	4-30-22	Brian Travilla	4-30-22
Frederick Norris, Jr. (Chair)	4-30-21	Carolyn Waibel (Chair)	4-30-22
Dr. Steven Smunt (Vice Chair)	4-30-21	Ron Weddell	4-30-21
Pam Mann	4-30-21	Ron Silkaitis	4-30-21
<u>PLAN COMMISSION (1997)</u>		<u>HOUSING COMMISSION (2006)</u>	
Tim Kessler (Vice Chair)	4-30-24	Rita Anne Payleitner	4-30-21
Jennifer Becker	4-30-22	Jennifer Becker	4-30-21
Jeffrey Funke	4-30-22	Louis Dries	4-30-22
Peter Vargurlich	4-30-21	Barb Gacic	4-30-23
Tom Pretz	4-30-21	John Glenn	4-30-23
James Holderfield	4-30-24	Carolyn Waibel (School Board. Representative)	4-30-22
Laura Macklin-Purdy	4-30-22	Liz Eakins (Chair)	4-30-22
Todd Wallace (Chair)	4-30-22	Karrsten Goettel (Park District)	4-30-23
Suzanne Melton	4-30-22	Sean Baker	4-30-23
<u>YOUTH COMMISSION (1980)</u>		<u>VISITORS CULTURAL COMMISSION (1996)</u>	
Donna Clavelli	4-30-21	Sally Stancati	4-30-22
Diane Saylor	4-30-22	Sharon Spero	4-30-22
Jayme Muenz	4-30-21	Anne L. Becker (Chair)	4-30-23
Marianne F. Weick	4-30-22	Larry Maholland	4-30-23
Daniel Kelly	4-30-21	Scott Corbin	4-30-21
VACANT	4-30-21	Jodi L. Manthei	4-30-21
Jim Diorio	4-30-22	Jamie Swenson	4-30-22
Lara Kristofer (Secretary)	4-30-22	Kathy Melone	4-30-23
Cliff Hime (Treasurer)	4-30-22	Sue Klinkhamer	4-30-21
Colleen Weise	4-30-21		
<u>NATURAL RESOURCES COMMISSION (1988)</u>		<u>ZONING BOARD OF APPEALS (1976)</u>	
Thomas Galante	4-30-24	James Holderfield	4-30-23
Ryan Johnson	4-30-22	VACANT	4-30-22
Kathy Brens	4-30-24	Scott Buening (Secretary)	4-30-21
Suzi Myers	4-30-22	Bryan Wirball	4-30-22
Angela Churchill	4-30-24	Linda Paslay	4-30-22
Pam Otto	4-30-22	Elmer Rullman III (Chair)	4-30-25
Ralph Grathoff (Chair)	4-30-22	Steven Spurling	4-30-25
VACANT	4-30-24		
Lee Haggas	4-30-22		
Loren Nagy	4-30-22		
Heather Goudreau	4-30-22		
Jillian Leturno (Student Member)	4-30-21		
Andrew Diorio (Student Member)	4-30-21		
Vacant (Student Member)	4-30-21		
Claire Norman (Student Member)	4-30-21		

Commission term renewed
New Appointment to Commission/Board

BUILDING BOARD OF REVIEW		BD. FIRE & POLICE COMMISSIONERS	
(2009)		(1987)	
Tom Ritchie (General Contractor)	4-30-22	Keith Rollins (Chair)	4-30-23
Dan Marshall (Architect)(Chair)	4-30-22	John Kennedy	4-30-21
Dan Hartel (Fire)	4-30-23	Anthony Stancati	4-30-23
Mark Marion (Electric)	4-30-23	Patrick Reed	4-30-22
John Wagner (Plumbing)	4-30-23	Geoff Pretkelis	4-30-22
POLICE PENSION BOARD		FIREMEN'S PENSION FUND BOARD	
(1997)			
Steve Heike	4-30-22	*Anthony Centimano	4-30-20
** Tim Beam	4-30-22	*Steve Siwy	4-30-20
*Brooks Boyce	4-30-21	Lance Maxwell	4-30-21
Chris Mlnick	4-30-21	Scott Swanson	4-30-21
Chief Jim Keegan	4-30-22	Chris Minick	4-30-21
*Elected by Police Dept.		*Elected by Fire Dept.	
**Elected by Retirees		**Elected by Retirees	

Commission term renewed

New Appointment to Commission/Board

TERM LENGTH PER BOARD/COMMISSION

Board of Fire and Police Commissioners	3 years	Natural Resources Commission	4 years
Building Board of Review	3 years	Plan Commission	4 Years
Corridor Improvement Commission (Dissolved 2001 – 2019)	3 years	Police Pension Board	2 years
Firemen's Pension Fund Board	3 years	Visitors Cultural Commission	3 years
Historic Preservation Commission	3 years	Youth Commission	2 years
Housing Commission	3 years	Zoning Board of Appeals	5 years
Mental Health Board	4 years		



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: IGG

Title:

Presentation of a Recommendation from Mayor Rogina to Approve Reappointment of City Administrator for Fiscal Year 2020/21

Presenter:

Mayor Raymond P. Rogina

Meeting: City Council

Date: May 6, 2019

Proposed Cost: \$

Budgeted Amount: \$

Not Budgeted:

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

Request favorable consideration of reappointment of Mark Koenen as City Administrator for Fiscal Year 2020/2021.

Attachments *(please list):*

Recommendation/Suggested Action *(briefly explain):*

Presentation of a recommendation from Mayor Rogina to approve reappointment of City Administrator for Fiscal Year 2020/21.



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: IHH

Title:

Recommendation from Mayor Rogina to appoint Scott Swanson as the Chief of Fire for the City of St. Charles.

Presenter:

Mayor Raymond P. Rogina

Meeting: City Council

Date: April 27, 2020

Proposed Cost: \$

Budgeted Amount: \$

Not Budgeted:

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

Request favorable consideration to appoint Scott Swanson as the Chief of Fire for the City of St. Charles.

Attachments *(please list):*

Recommendation/Suggested Action *(briefly explain):*

Recommendation from Mayor Rogina to appoint Scott Swanson as the Chief of Fire for the City of St. Charles.

**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: III

Title:

Presentation of a Recommendation from Mayor Rogina to Appoint Department Directors for Fiscal Year 2020/2021, as Recommended by City Administrator Mark Koenen

Presenter:

Mayor Raymond P. Rogina

Meeting: City Council

Date: April 27, 2020

Proposed Cost: \$

Budgeted Amount: \$

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

Request favorable consideration of appointments for Department Directors for Fiscal Year 2020/2021.

Attachments *(please list):*

Appointment Memo

Recommendation/Suggested Action *(briefly explain):*

Presentation of a Recommendation from Mayor Rogina to Appoint Department Directors for Fiscal Year 2020/2021, as Recommended by City Administrator Mark Koenen



City Administration Office

M E M O R A N D U M

Date: April 13, 2020
To: Mayor Raymond Rogina
From: Mark Koenen
Re: Director/Chief Reappointments

In accordance with Section 2.10.080 of the City of St. Charles Code of Ordinances; I hereby submit my recommendations for appointment of staff officers for the City of St. Charles, Fiscal Year 2020/2021.

Subject to your approval, these appointments can be placed on the April 27, 2020 agenda of the City Council meeting.

My recommendations are as follows:

Director of Information Systems:	Larry Gunderson
Chief of Police:	James Keegan
Director of Human Resources:	Jennifer McMahon
Director of Finance:	Christopher Minick
Chief of Fire:	Scott Swanson
Director of Public Works:	Peter Suhr
Director of Community & Economic Development:	Rita Tungare

I welcome the opportunity to discuss these recommendations at your convenience.

Thank you.



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: IJJ

Title:

Presentation of a Recommendation from Mayor Rogina to Approve Appointment of Deputy City Clerk for Fiscal Year 2020/2021.

Presenter:

Mayor Raymond P. Rogina

Meeting: City Council

Date: April 27, 2020

Proposed Cost: \$

Budgeted Amount: \$

Not Budgeted:

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

Request favorable consideration of appointment of Tracey Conti as Deputy City Clerk for Fiscal Year 2020/2021.

Attachments *(please list):*

Recommendation/Suggested Action *(briefly explain):*

Presentation of a recommendation from Mayor Rogina to approve appointment of Deputy City Clerk for Fiscal Year 2020/2021.



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: IKK

Title:

Presentation of a Recommendation from Mayor Rogina to Approve Reappointment of City Attorney for Fiscal Year 2020/2021

Presenter:

Mayor Raymond P. Rogina

Meeting: City Council

Date: April 27, 2020

Proposed Cost: \$

Budgeted Amount: \$

Not Budgeted:

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

Request favorable consideration of reappointment of City Attorney Nicholas P. Peppers of the Law Firm Storino, Ramello & Durkin located in Rosemont, IL for Fiscal Year 2020/2021.

Attachments *(please list):*

Recommendation/Suggested Action *(briefly explain):*

Presentation of a recommendation from Mayor Rogina to approve reappointment of City Attorney for Fiscal Year 2020/2021.

**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: ILL

Title:

Presentation of a recommendation from Mayor Rogina to approve reappointment of Prosecuting Attorney Timothy O'Neil for Fiscal Year 2020/2021.

Presenter:

Mayor Raymond P. Rogina

Meeting: City Council

Date: April 27, 2020

Proposed Cost: \$

Budgeted Amount: \$

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

Request favorable consideration to approve the reappointment of Timothy O'Neil, of Foote, Mielke, Chavez & O'Neil, LLC, Geneva, IL as the Prosecuting Attorney for the City of St. Charles for fiscal year 2020/2021.

The Kane County State's Attorney's Office is responsible to prosecute all misdemeanor and felony cases initiated by the St. Charles Police Department. All ordinance violations are prosecuted by a private attorney under contract to the City with the approval of the State's Attorney.

Timothy O'Neil is an approved prosecutor of Kane County.

Attachments *(please list):*

None

Recommendation/Suggested Action *(briefly explain):*

Presentation of a recommendation from Mayor Rogina to approve reappointment of Prosecuting Attorney Timothy O'Neil for Fiscal Year 2020/2021.

**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: IMM

Title:

Presentation of a recommendation from Mayor Rogina to approve the appointment of Patrick Crimmins as the prosecuting attorney for the City of St. Charles Liquor Control Commission for Fiscal Year 2020/2021.

Presenter:

Mayor Raymond P. Rogina

Meeting: City Council

Date: April 27, 2020

Proposed Cost: \$

Budgeted Amount: \$

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

Request favorable consideration to approve the appointment of Patrick Crimmins, of Patrick Crimmins Law Firm, Geneva, IL as the Prosecuting Attorney for the St. Charles Liquor Control Commission, fiscal year 2020/2021.

Attachments *(please list):*

None

Recommendation/Suggested Action *(briefly explain):*

Presentation of a recommendation from Mayor Rogina to approve the appointment of Patrick Crimmins as the prosecuting attorney for the City of St. Charles Liquor Control Commission for Fiscal Year 2020/2021.

**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: INN

Title:

Recommendation to approve an Ordinance Amending Title 9 “Public Peace, Morals and Welfare”, Chapter 9.64 “Penalties”, Section 9.64.010 “Penalties” of the City of St. Charles Municipal Code

Presenter:

Police Chief Keegan

Meeting: City Council

Date: April 27, 2020

Proposed Cost: N/A

Budgeted Amount: \$

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

The Police Department is requesting a penalty modification for Title 9, “Public Peace, Morals and Welfare,” to allow officers the ability to cite violators on-scene with minimum fines codified within the ordinance/violation as opposed to mandatory court dates (Administrative Adjudication). This broadens our ability to expedite violations and free up officers while on patrol with unnecessary paperwork and time restraints. It also reduces those mandated to appear in court (adjudication).

9.64.010 specifically covers this entire chapter unless fines are codified within a specific subsection such as Fighting in Public (9.09).

Attachments *(please list):*

Ordinance with proposed changes

Recommendation/Suggested Action *(briefly explain):*

The Police Department recommends approval of these updates to Title 9 “Public Peace, Morals and Welfare” of the City Ordinance, to include modifications to Chapter 9.64 “Penalties” of the City Ordinance.

Proposed Changes to Chapter 9.64.010 “Penalties”

Any person, firm or corporation violating any provision of this title shall be fined not less than **one hundred dollars (\$100.00) for their first offense nor more than seven hundred fifty dollars (\$750.00) for each subsequent offense**, and a separate offense shall be deemed committed on each day during or on which a violation occurs or continues. Further, any person, firm or corporation violating any provision of this Title may also be required to perform some reasonable public service work, such as, but not limited to, the pickup up of litter in public parks or along public highways or the maintenance of public facilities.

City of St. Charles, Illinois
Ordinance No. 2020-M-_____

**An Ordinance Amending Title 9 “Public Peace, Morals and Welfare”, Chapter 9.64
“Penalties”, Section 9.64.010 “Penalties” of the City of St. Charles Municipal Code**

Be it ordained by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, as follows:

Section 1. Title 9 “Public Peace, Morals, and Welfare”, Chapter 9.64 “Penalties”, Section 9.64.010 “Penalties” of the City of St. Charles Municipal Code Book be and is hereby amended by removing the section entirely and replacing it with the following:

Any person, firm or corporation violating any provision of this title shall be fined not less than one hundred dollars (\$100.00) for their first offense nor more than seven hundred fifty dollars (\$750.00) for each subsequent offense, and a separate offense shall be deemed committed on each day during or on which a violation occurs or continues. Further, any person, firm or corporation violating any provision of this Title may also be required to perform some reasonable public service work, such as, but not limited to, the pickup up of litter in public parks or along public highways or the maintenance of public facilities.

Section 2: That after the adoption and approval hereof this Ordinance shall (i) be printed or published in book or pamphlet form, published by the authority of the Council, or (ii) within thirty (30) days after the adoption and approval hereof, be published in a newspaper published in and with a general circulation within the City of St. Charles.

Section 3: This Ordinance shall be in full force and effect ten (10) days from and after its passage by a vote of the majority of the corporate authorities now holding office, approval and publication in the manner provided by law.

PRESENTED to the City Council of the city of St. Charles, Illinois, this _____ day of _____, 2020.

PASSED by the City Council of the city of St. Charles, Illinois, this _____ day of _____, 2020.

APPROVED by the Mayor of the city of St. Charles, Illinois, this _____ day of _____, 2020.

Raymond P. Rogina, Mayor

ATTEST:

City Clerk

COUNCIL VOTE:

Ayes: _____

Nays: _____

Absent: _____



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: *IIA10

Title:

Resolution Authorizing the Execution of an Agreement between the City of St. Charles and the Metropolitan Alliance of Police St. Charles Chapter 27 (Police Officers)

Presenter:

Jennifer McMahan, Director of Human Resources

Meeting: City Council

Date: April 27, 2020

Proposed Cost: \$1,003,702.83

Budgeted Amount: \$215,110/year

Not Budgeted:

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

Attached for City Council consideration, is a resolution authorizing execution of a collective bargaining agreement that was unanimously ratified by the Metropolitan Alliance of Police St. Charles Chapter 27 (Police Officers) following collective bargaining. This tentative agreement was presented to the Government Operations Committee on April 6, 2020, and unanimously recommended to City Council for approval. The agreement would be effective from May 1, 2020, through April 30, 2024. The wage schedule specifies a 3.0% increase for year one and a 2.75% increase for each subsequent fiscal years of the contract. A breakdown of costs is as follows:

Total Wage-only Increase all 4 years = \$860,440 Average Increase each year = \$215,110 (4.74%)

Rolled up with step 4-year cost = \$1,003,702.83 Average Increase each year = \$250,926 (4.74%)

Rolled up without step 4-year cost = \$620,562 Average Increase each year = \$155,140 (2.93%)

The compensation package does meet the Council’s philosophy of pay at the 75th percentile of the City’s newly-established comparable communities.

Attachments *(please list):*

- A Resolution Authorizing the Execution of an Agreement between the City of St. Charles and Metropolitan Alliance of Police St. Charles Chapter 27 (Police Officers)
- Agreement Between the City of St. Charles and Metropolitan Alliance of Police St. Charles Chapter 27 (Police Officers)

Recommendation/Suggested Action *(briefly explain):*

Recommendation to approve a resolution authorizing the execution of an agreement between the City of St. Charles and Metropolitan Alliance of Police St. Charles Chapter 27 (Police Officers)



ST. CHARLES
SINCE 1834

Agreement

Between

The City of St. Charles, Illinois

and



Metropolitan Alliance of Police

St. Charles Chapter 27

May 1, 202017 – April 30, 202420

INDEX

PREAMBLE	5
ARTICLE I	5
RECOGNITION	5
Section 1.1 Recognition of Bargaining Agency	5
Section 1.2 Gender	5
Section 1.3 MAP Bulletin Board	5
Section 1.4 Representation Time	5
ARTICLE II	6
MANAGEMENT	6
Section 2.1 Management of the City and Police Department	6
Section 2.2 Authority of the Board of Fire and Police Commissioners	6
ARTICLE III	6
NO STRIKE, NO LOCKOUT	6
Section 3.1 No Strike	6
Section 3.2 No Lockout	6
ARTICLE IV	6
GENERAL PROVISIONS	6
Section 4.1 No Discrimination	6
Section 4.2 Bill of Rights	6
Section 4.3 Review of Personnel File	7
ARTICLE V	7
HOURS OF WORK: OVERTIME OF WORK	7
Section 5.1 No Guarantee	7
Section 5.2 Hours of Work	7
Section 5.3 Shift Changes	8
Section 5.4 Overtime	8
Section 5.5 Call Back Time	8
Section 5.6 Court Time	9
Section 5.7 Standby	9
Section 5.8 On-Call Time	9
Section 5.9 Smart Phone Compensation	10
Section 5.10 Trading Shifts	10
ARTICLE VI	10
EXTRA DUTY	10
Section 6.1 Definition	10
Section 6.2 Overtime Exclusion	11
Section 6.3 Priority of Regular Duty	11
Section 6.4 Pay for Extra Duty	11
ARTICLE VII	11
VACATIONS	11
Section 7.1 Eligibility and Allowances	11
Section 7.2 Vacation Pay	11
Section 7.3 Time for Vacations	12
Section 7.4 Scheduling	12
Section 7.5 Separation	12
Section 7.6 Blackout Dates	12
Section 7.7 Donation of Paid Leave	13
ARTICLE VIII	13

HOLIDAYS	13
Section 8.1 Holidays Observed.....	13
Section 8.2 Personal Days.....	13
Section 8.3 Eligibility for Holiday Pay.....	13
Section 8.4 Officers Working Holidays.....	14
Section 8.5 Held-Time Off	14
Section 8.6 Procedures To Be Continued	14
ARTICLE IX	14
SICK LEAVE	14
Section 9.1 Purpose.....	14
Section 9.2 Sick Leave Accrual	15
Section 9.3 Sick Leave Buyback	15
ARTICLE X.....	15
LEAVES OF ABSENCE.....	15
Section 10.1 Leave of Absence.....	15
Section 10.2 Application For Leave	15
Section 10.3 Jury Duty.....	15
Section 10.4 Funeral Leave.....	15
Section 10.5 Benefits While On Leave.....	16
ARTICLE XI	16
SENIORITY	16
Section 11.1 Definition Acquisition and Retention	16
Section 11.2 Seniority Lists	17
Section 11.3 Purpose of Seniority.....	17
Section 11.4 Layoffs	17
Section 11.5 Recall	17
Section 11.6 Effects of Layoff.....	18
ARTICLE XII.....	18
WAGES	18
Section 12.1 Wage Schedule.....	18
Section 12.2 Officer in Charge (OIC).....	18
Section 12.3 Master Police Officer	18
Section 12.4 Field Training Officer (FTO) Differential	18
Section 12.5 Canine Officer.....	19
ARTICLE XIII.....	19
EDUCATION OPPORTUNITIES	19
Section 13.1 Notice of Education Opportunities: Education Supervisor.....	19
Section 13.2 Application Rules.....	19
Section 13.3 Basic Required Education Programs	19
Section 13.4 Educational Incentive Pay (Refer to 5.2 Hours of Work).....	20
ARTICLE XIV.....	20
INSURANCE.....	20
Section 14.1 Insurance	20
Section 14.2 Retirement Healthcare Funding Plan	21
ARTICLE XV.....	21
UNIFORM ALLOWANCE.....	21
Section 15.1 Uniform Allowance	21
Section 15.2 Equipment Allowance.....	22
Section 15.3 Reimbursement for Destruction of Personal Property	23
ARTICLE XVI.....	23
GRIEVANCE PROCEDURE.....	23

Section 16.1 Definition of Grievance	23
Section 16.2 Grievance Procedure	23
Section 16.3 Time Limits	25
Section 16.4 Investigation and Discussion	25
Section 16.5 Suspension or Termination	25
Section 16.6 Grievance Form	26
ARTICLE XVII	26
PERSONNEL FILES	26
Section 17.1 Personnel Files and Notice of Disciplinary Action	26
Section 17.2 Purge of Personnel Files	26
ARTICLE XVIII	26
LABOR-MANAGEMENT COMMITTEE/WRITTEN DIRECTIVES	26
Section 18.1 Scope	26
Section 18.2 Conditions	27
Section 18.3 Attendance	27
Section 18.4 Departmental Written Directives	27
ARTICLE XIX	28
SAVINGS CLAUSE	28
Section 19.1 Savings Clause	28
ARTICLE XX	28
UNION SECURITY	28
Section 20.1 Dues Deductions	28
Section 20.2 Union Indemnification	28
ARTICLE XXI	29
RATIFICATION AND CHANGES	29
Section 21.1 Ratification And Amendment	29
Section 21.2 Maintenance Of Economic Benefits	29
ARTICLE XXII	29
COMPLETE AGREEMENT	29
ARTICLE XXIII	29
TERMINATION	29
Section 24.1 Termination in 2024	29
APPENDIX A	31
WAGE SCHEDULE	31
APPENDIX B	32
STEP #1 ST. CHARLES POLICE DEPARTMENT FORMAL GRIEVANCE COMPLAINT RECORD	32
STEP #2 ST. CHARLES POLICE DEPARTMENT FORMAL GRIEVANCE COMPLAINT RECORD	33
STEP #3 ST. CHARLES POLICE DEPARTMENT FORMAL GRIEVANCE COMPLAINT RECORD	34
STEP #4 ST. CHARLES POLICE DEPARTMENT FORMAL GRIEVANCE COMPLAINT RECORD	35
APPENDIX C	36
VEST REPLACEMENT LIST	36
SIDE LETTER	37
SUBSTANCE USE POLICY	37
SIDE LETTER	43
DRUG TESTING FOLLOWING OFFICER INVOLVED SHOOTINGS	43

PREAMBLE

THIS AGREEMENT is entered into by the City and the Metropolitan Alliance of Police St. Charles Chapter 27 this 1st day of May, 2017, and has as its purpose the promotion of harmonious relations between the parties, the establishment of an orderly procedure for resolving differences arising out of the employment relationship, and the establishment of rates of pay, hours of work, and other conditions of employment for employees of the City in the unit described in Article I hereof.

ARTICLE I **RECOGNITION**

Section 1.1 Recognition of Bargaining Agency

Pursuant to the letter of Agreement between the City and Metropolitan Alliance of Police, St. Charles Chapter #27, dated August 3, 1990, the City agrees during the term of this Agreement to recognize the Metropolitan Alliance of Police as the sole and exclusive bargaining agent with respect to wages, hours, and conditions of employment for employees in the following units:

All employees of the City of St. Charles, Illinois, classified as Police Officers, excluding supervisory personnel, civilian employees of the police department, and all other employees of the City.

Unless the context indicates otherwise, the terms "Police Officer" "Police Officers" or "Officer(s)" used herein shall refer exclusively to members of the above-described unit.

Section 1.2 Gender

In this contract, the pronouns he, him, and his shall refer to both male and female employees equally.

Section 1.3 MAP Bulletin Board

The City will make bulletin board space available in or proximate to the squad room for posting of MAP announcements and other items of legitimate MAP business, seniority roster, and education opportunities announcements.

Section 1.4 Representation Time

A Police Officer who is in a representative capacity during his scheduled working hours shall be excused from his regular duties for the purpose of attending a meeting, without incurring additional cost, between MAP and the City for the purposes(s) of negotiations, adjustments of grievances, or transmittal of notices, shall not suffer a loss in pay because of such attendance provided that the City must have agreed to hold the meeting at such time. There shall be no claim under this provision for pay for any other than in relation to the regularly scheduled hour(s) of the Police Officer claiming such pay. MAP recognizes the essential need to minimize lost work time and to avoid interference with the work of the department.

The employer agrees that Officers shall be allowed to attend, without loss of pay, scheduled meetings of the chapter, provided that at least 48 hours notice is provided in writing, and such meetings are within St. Charles city limits. Such Officers must still respond to calls while on duty.

ARTICLE II **MANAGEMENT**

Section 2.1 Management of the City and Police Department

The City retains its authority to manage the City and police department in all respects including, but not necessarily limited to, the authority to direct and supervise Police Officers and their work; to plan, direct, control, and determine the operations and services to be conducted within or by the police department by employees of the City or by others; to determine the number of Police Officers to be employed; to promulgate, revise, and enforce lawful and reasonable rules and regulations; and to enforce discipline among Police Officers; to adopt new methods, equipment, and facilities or modify existing methods, equipment, and facilities; to determine the mission of the police department and otherwise carry out its statutory responsibility to provide police services to the full extent of its authority. The City will not exercise its authority in a manner that contravenes the lawful express provisions of this Agreement.

Section 2.2 Authority of the Board of Fire and Police Commissioners

Except as otherwise provided herein, this Agreement is not intended and shall not be construed to diminish or modify the statutory authority of the Board of Fire and Police Commissioners, St. Charles, Illinois, and the parties hereto expressly recognized the authority of the Board with respect to hiring and promotion of Police Officers.

ARTICLE III **NO STRIKE, NO LOCKOUT**

Section 3.1 No Strike

MAP agrees on behalf of itself and the Police Officers that neither it nor they will, singly or in concert, engage in, induce, call, authorize, support, promote, condone, or participate in any strike, work stoppage, intentional withholding of services, picketing of City offices, slow-down, sit-in, "blue-flu," "ticket-blitz," or intentional refusal to work at any time for any reason.

Section 3.2 No Lockout

The City will not lockout Police Officers, provided that a reduction in force, curtailment of operations, or individual termination or suspension shall not be construed as a lockout.

ARTICLE IV **GENERAL PROVISIONS**

Section 4.1 No Discrimination

Neither the City nor MAP shall unlawfully discriminate against any Police Officer because of race, sex, sexual orientation, creed, color, religion, or national origin. MAP shall represent all Police Officers fairly without regard to association affiliation, non-affiliation, or disaffiliation. Any alleged violations of this section shall be processed through the appropriate federal or state agency, and shall not be subject to the grievance procedures.

Section 4.2 Bill of Rights

The City acknowledges its obligations under 50 ILCS 725/1 et seq., relative to actions

taken by the Department that are subject to said law.

The City further acknowledges that officers have rights to review their respective personnel files pursuant to Illinois Revised Statutes Chapter 48, Sections 2001-2012.

The sole remedy of any violation of the foregoing rights shall be to require that the procedure or access be followed or granted in line with legal requirements. In no case shall a violation of any of the foregoing serve to excuse officer misconduct or to mitigate or void any disciplinary or other action taken by the City to enforce discipline or to maintain efficiency.

Section 4.3 Review of Personnel File

All officers may review their respective personnel files pursuant to the authority of the Illinois Revised Statutes. See 17.1.

ARTICLE V

HOURS OF WORK: OVERTIME OF WORK

Section 5.1 No Guarantee

Nothing in this Agreement shall be construed as a guarantee of a maximum or minimum daily or weekly work schedule. This Article VIII shall be used solely as a basis for computing overtime.

Section 5.2 Hours of Work

The work cycle for purposes of Section 7(k) of the Fair Labor Standards Act shall be ~~seven~~ **14** days. The City may assign Officers to an 8.2-hour workday (five consecutive days on, followed by two days off), or it may assign Officers to a 10.25 hour workday, (four consecutive days on, followed by three consecutive days off), or it may assign Officers to a 12-hour workday (work seven days out of a 14-day pay period) during a ~~seven~~**14**-day period. Prior to the City--initiating any change in schedule, the City must provide notice to the Chapter, along with an opportunity to meet and discuss the reasons for said change. If the City changes the schedule to an 8.2-hour work day (five consecutive days on, followed by two days off), the City will return Election Day (Section 8.1) and the Education Incentive Pay (Section 13.4). Such change in schedule and return would be effective with the first shift selection cycle following the notice of the decision to change.

The Chief of Police or his designee, based on consecutive days, followed by consecutive days off, may assign scheduled hours for an Officer in a specialty assignment or on transitional duty. Transitional duty assignments are recognition by the City, its departmental officials, and the employees that an employee is not able to perform at full capacity in his normal work assignment. An assignment to transitional duty shall be made at the discretion of the City by the Chief of Police with the best interest and operation of the department of primary concern. An assignment to transitional duty may be required, subject to a doctor's approval, if an employee is recovering from a work-related or workers' compensation time off injury or illness. While an employee is on a transitional duty assignment, if the Chief determines that the City's operational needs are otherwise satisfied, the employee's hours of work may be adjusted so that the employee can attend physical therapy appointments related to his injury while on duty, provided however, that under no circumstances will attendance at such appointments result in overtime pay.

The parties agree that hours worked, as mentioned above, shall include all hours actually worked in any paid leave of absence, which shall include but shall not be limited to sick leave, vacation leave, holiday leave, and any other authorized paid time off, except that paid holiday pay for unworked holidays shall not be included in said calculation.

In addition, the Chief of Police or his designee, based on consecutive days, followed by consecutive days off, may assign scheduled hours for an Officer in a specialty assignment or on transitional duty.

While the alternate work schedule is in place, holidays (as defined in this Agreement) that fall on a common day for both teams shall be separated from the scheduling process and be filled by seniority from those assigned to the patrol division, subject to department directives.

The parties agree that hours worked, as mentioned above, shall include all hours actually worked in any paid leave of absence, which shall include, but shall not be limited to, sick leave, vacation leave, holiday leave, held-time off, and any other authorized paid time off except that paid holiday pay for unworked holidays shall not be included in said calculation.

Section 5.3 Shift Changes

The parties acknowledge that a seniority system for shift selection, which is currently in effect, is mutually satisfactory and shall remain in effect for the duration of the Agreement.

Section 5.4 Overtime

Time worked by a Patrol Officer in excess of 10.25 hours a day or an Officer otherwise assigned to 8.2 hours a day, consisting of a 24-hour period commencing each day at 12:01 a.m. or ~~4182~~ hours per ~~week-pay period~~ (a ~~seven~~14-day period commencing ~~each~~~~every other~~ Monday at 12:01 a.m.), shall be paid for at time and one-half the Police Officer's regular straight-time hourly rate. Overtime pay shall not be paid more than once for the same hours worked. Overtime pay shall not be paid for hours worked in excess of ~~4182~~ hours per ~~week-pay period~~ or 8.2/10.25 hours per day due to a shift change. There shall be no pyramiding of overtime, and under no circumstances shall the City be obligated to pay for time not actually worked by the Police Officer claiming pay unless agreed upon to settle a grievance or binding arbitration. If an Officer is ordered to work beyond twelve and one quarter (12.25) continuous hours that Officer shall be paid double time that Officer's normal wage and that Officer will continue to be paid double time the Officer's normal wage until said Officer's shift ends.

A covered Officer shall receive overtime compensation when he works a designated overtime shift while utilizing vacation time scheduled as part of the Officer's annual vacation selection only.

Section 5.5 Call Back Time

For the purpose of this provision, a Police Officer shall be deemed "called back" if notified after the expiration of a one-hour period following the scheduled end of his regularly scheduled straight-time work period or overtime extension thereof. For purposes of this section, "notification" shall mean direct, personal contact of the affected Officer. A Police Officer who is called back to duty after leaving work and before the start of his next regular scheduled assignment shall be guaranteed no less than two hours work or, in lieu thereof, shall be guaranteed no less than two hours pay at one and one-half times his regular rate.

When an Officer is called for hire-back that runs before his regularly scheduled shift hours, the Officer may request to leave his regularly scheduled shift early, without having to use accrued benefit time, so that the total hours consecutively worked is the same as the length of his regularly scheduled work day. For example, if an Officer reports to work four hours early on a hire-back, the Officer may request to leave his regularly scheduled shift four hours early. The Chief of Police or his designee shall have sole discretion to grant or deny such requests based on the needs of the Department. If multiple Officers request to leave early as a result of a hire-back, and if the Chief determines in his discretion that some but not all of the Officers can leave their regularly scheduled shift early, the adjusted schedule shall be handled on a seniority basis amongst qualified Officers as determined by the Chief or his designee.

Section 5.6 Court Time

Court time shall be counted to determine whether a Police Officer has worked more than ~~41-82~~ hours per ~~week-pay period~~ or 8.2/10.25 hours per day for purposes of determining overtime pay eligibility. A Patrol Officer who must report to court during his off-duty hours for reasons connected with departmental functions, and who must therefore, make an extra trip to work, shall be guaranteed a minimum of three hours pay at one and one-half times his regular rate, unless such time is part of the Officer's scheduled shift. An Officer shall be paid for actual time spent in excess of three hours.

Section 5.7 Standby

If an Officer is requested by the State Attorney's Office or any other outside agency to standby, said Officer shall be treated as if on court time pursuant to Section 5.6 heretofore described and shall be treated and paid accordingly. Officers who receive a notice of trial from DuPage County will be compensated two hours straight time for complying with the notice while on standby. If the Officer is subsequently called by DuPage County to attend court, the Officer will be then paid per Section 5.6 above and the two hours straight time for standby will not apply.

Section 5.8 On-Call Time

Any covered Officer assigned to the Patrol Division who is not on "standby" status as described in Section 5.7, and is directed by the Chief of Police or his designee to be available to respond to a call to active duty shall receive two hours of paid time, at his regular rate of pay, for each one day on call. Officers assigned to the Patrol Division are not eligible for a hire-back originating from the Investigations Division.

Any Officer assigned to the Investigations Division who is not on "standby" status as described in Section 5.7, and is directed by the Chief of Police or his designee to be available to respond to a call to active duty within a specific time period shall receive a minimum of one hour held-time or one hour paid time, at his regular rate of pay, for each twelve hours (overnight) on call and two hours for each 24 hours on call (to include weekends or holidays). If the Officer is called out to active duty during his on-call time then he shall be compensated as set forth in Section ~~5.48.5~~ of this Agreement, in addition to the held-time received pursuant to this section. In order to be available to respond to a call-out within the Investigations Division, the on-call Officer is not eligible for a hire-back ~~for the Patrol Division to meet street staffing~~ or extra duty per Article VI, excluding festivals, parades, or IDOT traffic safety details. The on-call Officer will be eligible for other hire-back provided the hire-back has not been filled 72 hours prior to its start and is mutually agreed upon.

Section 5.9 Smart Phone Compensation

Officers in the Investigations Division who are issued City cell phones, smart phones, and similar electronic devices shall be compensated for all time spent receiving and responding to City-related calls and emails outside of their normal work schedules. Time spent carrying and using the electronic devices shall not trigger the “call-back,” “standby,” or “on-call” pay minimums included in Sections 5.5, 5.7, and 5.8.

Officers in the Investigation Division who carry an electronic device will receive 10 minutes of pay at the overtime rate for every day they carry the device, except that Officers will not receive such pay on any day that they do not attend work because they use benefit time and/or approved leave time (e.g., vacation, sick leave, FMLA leave, disability leave, etc.). If the Officer uses benefit time and/or approved leave time, the Officer is expected to turn off the electronic device and should not perform any work on behalf of the City. In addition, Officers will not receive additional pay during any week when the Officer is assigned to be “on-call.” Time spent while “on-call” shall be governed by Section 5.8. If any Officer is required to respond to issues which take more than 10 minutes per day, the City will compensate the Officer for all time spent responding to those issues. The Officer is responsible for reporting the extra time to his supervisor.

Section 5.10 Trading Shifts

Upon written request, represented Officers may be allowed to voluntarily trade shifts within the same fourteen day pay period, with a minimum of 48 hours notice and prior approval by the Chief and/or designee, which shall not be unreasonably denied. A trade day will be recorded as hours worked on the day the Officer works the trade. Disputes resulting from this section may only proceed through Step 4 of the grievance procedure. It is expressly understood that as a result of approving a voluntary request to exchange shifts, the City will not incur any overtime liability.

ARTICLE VI **EXTRA DUTY**

Section 6.1 Definition

“Extra Duty” is worked by any sworn Officer (~~Police Officer, Police Sergeant/Police Deputy Chief~~) in uniform whether in the bargaining unit or not on behalf of a governmental unit other than the City, a private business, or a private person which is paid for by such unit, business, or person through the City but which is subject to City regulations. In the case of special events, “extra duty” is an assignment, other than those involving control of traffic or pedestrians, or bike patrol, worked by any sworn Officer (~~Police Officer, Police Sergeant, Police Deputy Chief~~) in uniform whether in the bargaining unit or not on behalf of a governmental unit other than the City, a private business, or a private person which is paid for by such unit, business, or person, in part or in its entirety through the City but which is subject to City regulations. When a School District 303 High School requests that a School Resource Officer (SRO) be assigned to high school football games, notwithstanding any other work assignment provisions in this Agreement, the SRO shall have priority to be selected for such assignments over all other Officers. For the purpose of compensating SROs for high school football games outside of their normal work hours, such assignments shall be compensated as “extra duty” assignments.

The administration will notify the Chapter Board President or Board Member of any extra duty opportunities that are received by the administration less than 72 hours from the requested

duty for the purposes of notifying members of the extra duty opportunity.

As such, no member will be ordered to work extra duty for another entity other than the City except as mandated by liquor law ordinance.

Section 6.2 Overtime Exclusion

Extra duty shall be construed as work performed for the person or agency who requests it and not for the City. Accordingly, time spent as such work shall not be counted for computing any sworn Officer's daily or weekly hours for straight time or overtime purposes.

Section 6.3 Priority of Regular Duty

In all cases, a sworn Officer's first and primary responsibility is the proper, efficient discharge of his police duties, and performance of extra duty will not be permitted to interfere with such duties.

Section 6.4 Pay for Extra Duty

Extra duty shall be compensated at the rate of one and one-half times the Officer's current hourly rate of pay; however, the maximum rate of pay for extra duty shall be based on the master Police Officer's rate of pay times one and one-half, less applicable statutory deductions. The City acknowledges that it shall be responsible for compensation as set forth herein, to any sworn Officer who, in good faith, works and extra duty detail. Extra duty compensation shall be paid for actual hours worked.

**ARTICLE VII
VACATIONS**

Section 7.1 Eligibility and Allowances

All Officers shall be eligible for paid vacation time after the completion of one year of continuous full-time employment. Officers start to earn vacation allowance as of their date of hire. Vacation allowances shall be earned yearly based on the following schedule:

Length of Continuous Service	Vacation Hours Per Year
1-4 years	82 hours
5-9 years	123 hours
10 years	131.20 hours
11 years	139.40 hours
12 years	147.60 hours
13 years	155.80 hours
14 years	164.00 hours
15 years	172.20 hours
16 years	180.40 hours
17 years	188.60 hours
18 years	196.80 hours
19 years	205.00 hours

Section 7.2 Vacation Pay

The rate of vacation pay shall be the Officer's regular straight-time rate of pay in effect for

the Officer's regular job classification on the payday in which an Officer actually takes vacation time.

Section 7.3 Time for Vacations

1. Vacation time earned during one full year of service may be used throughout the following year of service. An Officer may, therefore, "carry over" all days earned during one year of service into the next year of service, except as allowed under Section 2 below.
2. Any full-time Officer covered by this Agreement may not have more vacation accumulated than what the Officer would earn in two years at the Officer's anniversary date. In the event that an effected Officer has in excess of the maximum amount of accumulated vacation at the Officer's anniversary date, said vacation time shall be reduced to the maximum allowable accumulation amount.
3. No payment in lieu of vacation time taken will be made except as provided at the time of resignation or unless the excess vacation accumulation occurred because the Officer was asked to postpone previously scheduled vacation by his Chief of Police/supervisor. Any such vacation payment shall require a written application for payment, signed by the respective Chief of Police, which specifically defines the circumstances that necessitated its usage and that only the amount of vacation time which was actually postponed at the City's request will be eligible for payment.
4. An Officer may not utilize accumulated vacation time to extend creditable service during the twelve-month period following accrual.

Section 7.4 Scheduling

On or about November 15 the Chief of Police or his designee shall initiate the selection procedure to establish a schedule for vacation during the upcoming calendar year. The covered Officers shall then select their vacation preferences in the order of their seniority within rank, with the most senior covered Officer in rank having first choice, and schedule no less than one day, no more than 14 consecutive days, inclusive of scheduled days off, of vacation at a time, except that greater or lesser amounts may be scheduled at the request of and at the approval of the Chief of Police or his designee after the initial selection process is complete. The vacation period requested, pursuant to this procedure, shall be submitted to the Chief of Police or his designee for approval by December 15, and the request shall be reviewed and if necessary modified by the Chief of Police in a vacation schedule posted on or before January 1. Thereafter vacation requests shall be handled on in accordance with Section 11.3 and subject to the scheduling of the City.

Officers shall be allowed to extend requested vacation times utilizing holidays, personal days, and held-time, with prior permission of the Chief of Police or his designee.

Section 7.5 Separation

The parties agree that upon an Officer's separation from the Department he shall receive compensation at his then hourly rate for each hour of accumulated, unused vacation time. ~~A patrol officer who resigns prior to receipt of an annual vacation benefit without giving at least 15 days notice to the City, or who is terminated by the City for cause shall forfeit vacation benefits.~~

Section 7.6 Blackout Dates

Although the chapter recognizes the City may designate special events during the calendar

year where time off requests are restricted due to the nature of the event (“blackout dates”), the parties agree that such blackout dates will not impair Officers’ ability to schedule vacation for one Officer per shift pursuant to Section 7.4. Officers shall not be allowed to overlap vacations during blackout dates. In addition, blackout dates shall not affect Officers assigned to midnight shifts during said blackout date. The Chief of Police or his designee will make a reasonable attempt to ensure that there will be no O.I.C.’s during the blackout dates.

Section 7.7 Donation of Paid Leave

Any non-probationary bargaining unit employee is eligible to receive vacation and/or personal time from any other bargaining unit employee or to donate vacation and/or personal time to another bargaining unit employee. Up to a total of 48 hours of vacation and/or personal time may be donated to a bargaining unit employee by another bargaining unit employee if the bargaining unit employee is suffering from a non-work related, severe, or life threatening illness, injury, impairment, or physical or mental condition, documented by a medical doctor’s certification, which has caused him to be unable to perform his regular duties and be without pay. The details of any such exchange of vacation and/or benefit time shall be committed to writing, include the acknowledgement of all parties involved, and submitted to the Chief of Police or his designee. Approval shall be at the discretion of the Chief of Police.

ARTICLE VIII
HOLIDAYS

Section 8.1 Holidays Observed

The paid holidays to be observed shall be as follows:

- New Year's Day (January 1)
- Good Friday (Friday before Easter)
- Memorial Day (fourth Monday in May)
- Independence Day (July 4)
- Labor Day (first Monday in September)
- Veteran's Day (November 11)
- Thanksgiving Day (fourth Thursday in November)
- Day After Thanksgiving (fourth Friday in November)
- Christmas Eve Day (full day) (December 24)
- Christmas Day (December 25)

Section 8.2 Personal Days

All covered Police Officers shall be entitled to 32.8 hours of personal time off exclusive of holidays per calendar year. Said personal time off shall be taken upon written request to, and approval from, the Chief of Police or his designee. Requests for personal time shall not be unreasonably denied.

Section 8.3 Eligibility for Holiday Pay

A Police Officer shall be eligible for holiday pay (8.2 hours at straight time) if he works his last scheduled shift before the holiday and the first scheduled shift after the holiday, provided that a Police Officer who fails to work on either of the qualifying days with respect to a holiday shall nevertheless receive a holiday benefit for that holiday if:

1. He has been excused from so working by his supervisor; and
2. He has worked at least one full shift or was on vacation during the pay period immediately preceding the holiday.

Section 8.4 Officers Working Holidays

The City at the start of each year shall announce calendar days that are recognized holidays. If an eligible Police Officer is scheduled to work during a holiday, he shall be paid for the actual time worked at time and one-half without option. In addition, he shall receive 8.2 hours pay at straight time (holiday pay) or, if he so elects, 8.2 hours of held-holiday time. Such held-holiday time may be taken in line with the provisions of Section 8.4 and 8.5. Hours worked in excess of 10.25 hours, (8.2 hours for Officers working an 8.2-hour day schedule), on a holiday shall be paid at double time the normal hourly wage of said Officer. If an Officer works on a holiday that the Officer is not regularly scheduled to work, that Officer shall be paid double time the normal wage of said Officer for all hours worked.

Section 8.5 Held-Time Off

The department command shall have the final responsibility for granting and scheduling specific requests for held-time off so that departmental services are not impaired. Requests for the use of accrued held-time off shall not be unreasonably denied. Requests for days off to compensate for a worked holiday shall be submitted no more than 14 nor less than one day prior to the date requested; such request shall be approved or disapproved no more than ten days or less than one day prior to the date requested. Such approval shall be based upon seniority. Each Officer covered by this Agreement may maintain these hours and no more than 120 hours may be accumulated at any time. When an Officer has 120 hours in his bank, any held time off in excess of that shall be paid out at the Officer's straight time hourly rate. In lieu of using held-time off, an Officer may request payout of accrued time at the Officer's applicable straight time hourly rate, in accordance with the current procedure established by the City.

A member may use any available held-time (except sick time) provided the member has the available time in his bank.

Section 8.6 Procedures To Be Continued

Current procedures for recording and applying the holiday benefit shall be continued except as modified above, provided that each Police Officer entitled to a deferred holiday benefit shall have said benefit reflected in the usual and customary method in effect on the date of the execution of this Agreement.

ARTICLE IX **SICK LEAVE**

Section 9.1 Purpose

The purpose of sick leave is to provide an Officer with protection against loss of income due to personal sickness or injury that prevents the performance of normal job duties. Officers may use accrued sick leave for illness, injury, or medical appointments of his child, stepchild, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent. Per the Family Medical Leave Act (FMLA), other provisions shall be made if the dependent requires extended care.~~occasionally use accrued sick leave for the care of dependents~~

~~of their household who may be afflicted with a short term illness when no other person is available to provide care. Other provisions shall be made if the dependent requires extended care.~~ Sick leave is not to be considered a privilege that an employee may use at his discretion, but shall be allowed only in cases of actual sickness or disability of the employee, or those specified above, or to meet physical examination appointments or other sickness prevention measures, which prevents him from working. If an employee demonstrates a pattern of sick leave use, the employee may be required to file a physician's certificate to substantiate the illness of the Officer, Officer's child, stepchild, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent of illness.

Section 9.2 Sick Leave Accrual

Police Officers will accumulate 8.2 hours per month (98.4 hours per year).

Section 9.3 Sick Leave Buyback

Upon separation from service, other than involuntary termination, Police Officers shall be compensated for all unused sick leave up to a maximum accrual of 600 hours. The parties agree that Officer's current balance of sick leave will stand through the date of ratification of contract and the accrual methods as contained in this Agreement shall control all future accrual.

ARTICLE X LEAVES OF ABSENCE

Section 10.1 Leave of Absence

The City may implement and modify policies to comply with state and federal leave statutes, as those statutes may be amended from time-to-time (e.g., Family and Medical Leave Act, the Illinois Pension Code, etc.).

Section 10.2 Application For Leave

Any request for a leave of absence shall be submitted in writing by the Officer to the Chief of Police or his designee as far in advance as practicable. The request shall state the reason for the leave of absence and the approximate length of time off the Officer desires. Authorization for leave of absence shall, if granted, be furnished to the Officer by his immediate supervisor and it shall be in writing.

Section 10.3 Jury Duty

An Officer who is required to report for jury duty shall be excused from work without loss of pay for the period of time that he is required to be away from work and during which he would have otherwise been scheduled to work. Furthermore, an Officer who is scheduled to perform jury duty just prior to or immediately following his regular work shift shall work his regular shift and receive held-time off or straight-time pay for the number of hours he is required to serve such jury duty on that day. An Officer shall immediately notify the Police Chief or his designee if he is required to report for jury duty. The Officer will keep all compensation received for performing jury duty service.

Section 10.4 Funeral Leave

In the event a Police Officer suffers a death in his immediate family ~~(defined for purposes of this section as spouse, child, parent,~~ that include brother, brother-in-law, sister, sister-in-law, ~~or~~

grandparent, ~~or grandparent-in-law, or parent, brother, sister or grandparent of spouse~~) an emergency paid leave of up to three work days may be granted by the Chief of Police or his designee. For death of spouse, child, ~~or parent,~~ or parent-in-law, an emergency paid leave of up to five workdays may be granted by the Chief of Police or his designee. Such time shall be used for the purpose of attending the funeral, necessary travel associated therewith, making funeral arrangements, and attending to other matters which cannot be attended to outside work time and arising directly in relation to the relative's death or funeral.

Exceptions to the foregoing may be made within the discretion of and by the consent of the Chief of Police upon written application of the Police Officer. Paid leaves of absence in addition to the foregoing arising in relation to death or serious illness of a Police Officer's immediate family shall be handled as requests for, and chargeable to, sick leave.

Officers who qualify for the benefit under this Act may receive up to two weeks of unpaid leave following the loss of a child, or paid leave if the Officer elects to use available paid benefit time. Note the five days funeral time is inclusive of the time off. The City reserves the right to request verifying documentation in appropriate circumstances.

Section 10.5 Benefits While On Leave

Unless otherwise stated in this Article or otherwise required by law, length of service shall not accrue for an Officer who is on an approved non-pay leave status. Seniority will accrue if an employee is on an approved FMLA or military leave. Accumulated length of service shall remain in place during that leave and shall begin to accrue again when the Officer returns to work on a pay status. Unless otherwise stated in this Article, an Officer returning from leave will have his seniority continued after the period of the leave. Upon the Officer's return, the City will place the Officer in his previous job if the job is vacant. If the job is not vacant, the Officer will be placed in the first available opening in his classification or in a lower-rated classification according to the Officer's seniority, where skill and ability to perform the work without additional training is equal.

1. If, upon expiration of a leave of absence, there is no work available for the Officer or if the Officer could have been laid off according to his seniority except for his leave, he shall go directly on layoff.
2. During the approved leave of absence or layoff under this Agreement, the Officer shall be entitled to coverage under applicable group and life insurance plans to the extent provided in such plan(s), provided the Officer makes arrangements for the changes and arranges to pay the entire insurance premium involved, and any additional surcharges as allowed by law, including the amount of premium previously paid by the City.

ARTICLE XI **SENIORITY**

Section 11.1 Definition Acquisition and Retention

Seniority is the preference given in recognition of the relative length of continuous service among individual Police Officers, and shall be based upon length of continuous service since each Police Officer's last date of hire. Newly hired Police Officers and Police Officers rehired following a break in continuous service lasting one year or more shall have no seniority prior to completion of one and a half-year probationary period required under regulations of the Board of Fire and

Police Commissioners. Officers rehired within one year shall receive seniority credit for their previous actual years of service only. Upon completion of probation, a Police Officer's seniority shall relate back to his most recent date of hire and shall be retained until occurrence of one of the following:

1. Voluntary resignation;
2. Termination;
3. Retirement;
4. Layoff (including layoff because of medical or physical disability) extending for a period equal to seniority or one year, whichever is less; and
5. Unauthorized taking or over stay of leave of absence or vacation.

Section 11.2 Seniority Lists

An updated seniority roster shall be posted each six months, and a copy thereof shall be given to MAP.

Section 11.3 Purpose of Seniority

Employees shall be allowed preference for use of and scheduling of vacation time, work schedule selection, request for time off, and first choice for extra duty, and for first choice of hire-back according to seniority. ~~First choice for Any hire-back opportunities will be posted means a call down the seniority list to provide those opportunities to those officers not present when the opportunities present themselves.~~ Any hire-back opportunities that arise less than 72 hours from assignment shall require ~~a call down the seniority roster notification.~~ Upon dissemination of notification, eligible Officers will have 30 minutes to express interest with respect to seniority. After the expiration of 30 minutes, sign-up will be handled on a first come first served basis. As soon as possible after the expiration of said 30 minutes, an additional notification will be made to inform the outcome. Officers assigned to the Investigations Division who are on-call shall be eligible for hire-back as defined in Section 5.8 ~~shall not be available for hire-back or extra duty (per Article VI) opportunities, except festivals, parades, or IDOT traffic safety details in the Patrol Division.~~

Section 11.4 Layoffs

The City, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employees covered by this Agreement will be laid off in accordance with their length of service as provided in Illinois law, 65 ILCS 5/10-2.1-18.

The City, in the exercise of its right, will not contract out for the performance of duties and tasks normally assigned to a Police Officer in lieu of recalling a Police Officer who has been laid off in accordance with the procedure specified above. The City will not be precluded from hiring additional personnel for special events.

Section 11.5 Recall

Employees who are laid off shall be placed on a recall list for a period of two years or the employee's length of service, whichever is less. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff. Employees who are eligible for recall shall be given 14 calendar days notice of recall and notice of recall shall be by certified or registered mail with a copy to MAP, provided that the employee must notify the Chief of Police or the Chief's designee of the employee's intention to return to work within seven calendar days after receiving notice of recall. The City shall be deemed to have fulfilled its obligations by mailing

the recall notice by certified or registered mail, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Chief of Police or the Chief's designee with the latest mailing address. If an employee fails to respond in a timely manner to a recall notice, the employee's name shall be removed from the recall list.

Section 11.6 Effects of Layoff

During the period of time that employees have recall rights as specified above, the following provisions shall be applicable to any non-probationary employees who are laid off by the City:

1. An employee shall be paid for any earned but unused vacation days.
2. An employee shall have the right to maintain insurance coverage by paying in advance the full applicable monthly premium for single and, if desired, family coverage, in accordance with COBRA.
3. Upon recall, the employee's seniority shall be adjusted by the length of the layoff. Seniority will not be earned while on layoff.

ARTICLE XII **WAGES**

Section 12.1 Wage Schedule

Increase wages by ~~2.53.00%~~ effective May 1, 20~~20~~17; by 2.75% effective May 1, 20~~21~~18; ~~and~~ by 2.75% effective May 1, 20~~22~~19; ~~and by 2.75% effective May 1, 2023~~, as reflected in Appendix A attached hereto and made a part hereof.

The City may assign a starting salary to a new Officer at any level between the Stage 1 rate and the Stage 3 rate (as set forth in Appendix A), provided that said new Officer thereafter shall be advanced to the next and succeeding stages in line with this Agreement. The assignment of an advanced starting rate shall not give rise to any claim for accelerated advancement of any other Police Officer, nor shall such assignment be deemed to create any precedent with respect to other newly hired Police Officers. Officers shall be compensated, at minimum, in accordance with the wage schedules attached to this Agreement as Appendix A.

Section 12.2 Officer in Charge (OIC)

When a Patrol Officer is assigned by competent authority to act as a shift supervisor in the absence of the Sergeant from that shift, that Police Officer shall receive an increase in pay over his then current hourly rate in the amount of \$6.00 per hour.

Section 12.3 Master Police Officer

A master Police Officer grade is established after five years of service.

Section 12.4 Field Training Officer (FTO) Differential

A Police Officer who is Field Training Officer-certified (FTO) shall receive \$6.00 for each hour worked as an assigned FTO in addition to his regular rate of pay. FTO training includes supervising and evaluating a new Officer during the assigned training period in addition to other FTO-related functions.

Section 12.5 Canine Officer

The Canine Officer shall be released early for one hour per duty day, operational conditions permitting, during his regular shift to perform canine care responsibilities. If, due to operational conditions, the Officer is not able to be released from the shift, he will be compensated for one hour of pay at a rate of time and one half. On regularly scheduled days off, the Canine Officer will receive one hour of pay at the rate of time and one half to perform canine care responsibilities. For each benefit day used (vacation, sick, personal, other), the Canine Officer will reduce the amount of time used by one hour, when the canine is still under the direct care of the Officer. If the canine is kenneled, then the Officer will use time equal to a full shift. If a Canine Officer is approved for continuous FMLA leave, the Chief may reassign the canine during the duration of the FMLA leave. If a Canine Officer is approved for intermittent FMLA leave, the Chief will decide, in his sole discretion, on a case-by-case basis consistent with the Officer's FMLA certification forms, whether to reassign the canine.

ARTICLE XIII **EDUCATION OPPORTUNITIES**

Section 13.1 Notice of Education Opportunities: Education Supervisor

The City will post and update monthly a list of all education opportunities known by the Department to be available for Police Officers. A member of the command shall be designated as the education supervisor of the Department, and the posting shall indicate that further information may be obtained from the Education Supervisor. The Chief of Police will post a list of any additional education and/or training classes deemed appropriate for career opportunities.

Section 13.2 Application Rules

The City shall make available an application form to be used by Police Officers who wish to participate in specific education programs to further their police work careers and skills. The Education Benefits Application form shall be used whenever expenses incurred are to be reimbursed by the City, leaves (paid or unpaid), or schedule changes are being sought. The application shall be submitted to the education supervisor. Such application is to be approved by the City prior to enrollment in an educational program by a Police Officer if changes in scheduling are anticipated, leaves (paid or unpaid) will be requested, or reimbursement of expenses will be requested by the Police Officer.

Specific action on such applications shall be based upon the following criteria: availability of budgeted funds, work schedule disruption, equitable distribution of opportunities, sequence of applications made, and demonstrated effort by individual Police Officers to successfully complete and benefit from education programs. A Police Officer who fails to complete successfully an education opportunity shall be required to refund any monies allocated by the City toward such opportunity unless the City relieves the Police Officer of such obligation due to extenuating circumstances as determined by the City.

Section 13.3 Basic Required Education Programs

This Article shall not apply to basic education programs that may be required of Police Officers as a condition of continued employment.

Section 13.4 Educational Incentive Pay (Refer to 5.2 Hours of Work)

For Police Officers hired prior to May 1, 2006, a Police Officer is eligible for the police related college credit program subject to the following:

1. All college credits must be approved by the Chief of Police as police related or necessary toward the completion of a police-related accredited degree.
2. The individual must earn a grade of C, a percentage equal to a C as described by the college attended, or, if a pass or fail system of grading is utilized, a pass must be earned.
3. Verification of the course taken and documentation of the grade earned must be received by the Chief of Police from the accredited institution attended.
4. The individual will earn increment payments in the following manner:
 - A. One payment increment of \$300.00 will be paid for 30 semester hours of police-related college credit earned by an individual.
 - B. The individual can earn up to four one-time payment increments but can earn no more than one payment increment of \$300.00 in any fiscal year.
 - C. A maximum of 120 semester credit hours can be compensated for under the increment program in a period of not less than four fiscal years.
 - D. A maximum of \$1,200.00 worth of increment payments can be earned and made in a period of not less than four fiscal years.
 - E. The increment payment shall be made during the month of June.
 - F. The increment payment shall not be considered part of the Police Officer's salary.
 - G. All forms of deductions that the City is required to make by state, federal, or pension dictates will be made from the increment payment.
 - H. The police department college plan rules of the City of St. Charles shall be used as the policy to be followed by the Chief of Police in the administration of the program.
5. This Section 13.4 shall be in full force and effect and considered part of the Agreement between the City of St. Charles, Illinois, and the Metropolitan Alliance of Police St. Charles Chapter beginning May 1, 1991.

ARTICLE XIV **INSURANCE**

Section 14.1 Insurance

A health, life, and accident insurance program shall be provided during the term of this Agreement. The Police Officer shall receive the benefit of any improvements in the insurance program accorded generally to other employees of the City. Each Police Officer shall be given, upon being hired, a schedule or booklet outlining the benefits of the insurance program.

The City and the Officer shall share the cost of the program. Officers will pay 25% of the insurance premium for dependents. The insurance co-payment will be based on the cost difference between single and family COBRA rates.

Officers will have the option of electing a flexible benefit plan to pay for deductibles and

premiums with pre-tax dollars.

Officers shall have the right to participate in any wellness program being offered by the City to other employees of the City.

Section 14.2 Retirement Healthcare Funding Plan

The City shall establish and maintain a Retirement Healthcare Funding Plan (RHFP) for bargaining unit employees. The purpose of the plan is to provide the opportunity for these employees to accumulate assets to pay for medical and other eligible expenses at and during retirement. The plan shall be established in accordance with Section 501(c)(9) of the Internal Revenue Code. The City shall be responsible for set-up and administrative fees.

MAP Chapter 27-represented employees authorize the City to make contributions to the plan on their behalf as follows:

- To the extent permitted by the tax code, withhold a percentage of employees' pre-tax salary per pay period and deposit into the RHFP as outlined below.
 - Employees with 0 to 5 years of service will have 2% of their base pay withheld each pay period.
 - Employees with 5 to 15 years of service will have 2.5% of their base pay withheld each pay period.
 - Employees with 15 or more years of service will have 3% of their base pay withheld each pay period.
- To the extent permitted by the tax code, upon retirement, 100% of employees' accrued sick time eligible for payment, as defined in Article IX, Section 9.3, shall be withheld pre-tax and deposited into the RHFP.
- To the extent permitted by the tax code, upon retirement, 100% of employees' accrued vacation time eligible for payment, as defined in Article VII, Section 7.5, shall be withheld pre-tax and deposited into the RHFP.

The City and Union agree that any amendments to or termination of this RHFP is subject to collective bargaining. This includes amendments to the terms articulated above.

The Union agrees to indemnify and hold the City harmless against claims by employees arising out of the City's making and contributing the deductions specified in this Section, and any claims or liability with respect to the tax treatments of such amounts, provided that such deductions are made in accordance Section 14.2 and paid to the plan administrator in accordance with the Employer Participation Agreement established per Section 14.2.

ARTICLE XV **UNIFORM ALLOWANCE**

Section 15.1 Uniform Allowance

The City will provide to each Officer assigned to the Patrol Division and covered by this Agreement a uniform benefit. The uniform benefit amount shall be as follows:

May 1, 2020 17	\$ 825 900.00
May 1, 2021 18	\$ 825 900.00
May 1, 2022 19	\$ 825 900.00
May 1, 2023	\$900.00

An Officer may select approved uniform items from a vendor or vendors selected by the City, and the City will pay for such purchases directly, not to exceed the annual uniform allowance specified above. Orders must be placed by April 15th each year. Unused annual uniform benefits will not accumulate from one year to the next.

Officers assigned to Investigations ~~will~~may receive a payment in the gross amount of \$~~900~~~~825~~.00 on the first regular pay date after May 1 in each calendar year. The choice between receiving payment or the annual uniform allowance shall be made by the Officer no later than April 1. If no choice is made the Officer will receive the payment. The Crime Prevention Officer allowance will be reviewed on a fiscal year basis to determine the amount to be issued from the \$~~900~~~~825~~.00 due to the purchase of uniforms. These payments will be via direct deposit on their regularly issued paycheck. The City shall withhold all required deductions and withholdings from all uniform payments, per applicable IRS regulations.

When Officers transfer from the Patrol Division to the Investigations Division, Officers shall receive their uniform stipend based on their date of transfer:

- a) If the Officer transfers into the Investigations Division between May 1 and November 1, the Officer will receive one-half of any unused uniform stipend on the first paycheck after their transfer, and the remaining one-half of any unused uniform stipend on the first paycheck after November 1.
- b) If the Officer transfers into the Investigations Division after November 1, the Officer will receive the full amount of his unused uniform stipend on the first paycheck after his transfer.
- c) When Officers transfer from the Investigations Division to the Patrol Division, they shall not receive any additional uniform payments until May 1.

The City will also provide an additional benefit amount of up to \$400.00 for a bulletproof vest the first year of employment and every five years thereafter. For the term of this Agreement, Police Officer vests shall be replaced as set forth in the vest replacement list, attached hereto as Appendix C.

Officers are responsible for cleaning and maintenance of their uniforms, including replacement necessitated by normal wear, and shall maintain a professional appearance at all times. Uniforms damaged during the line of duty shall be replaced at the City's expense.

Section 15.2 Equipment Allowance

The City may issue cell phones, smart phones, and similar electronic devices to Officers in the Investigations Division. The City shall determine, in its sole discretion, which Officers are required to carry a City-issued electronic device for police business.

The City shall pay the initial cost to purchase the electronic device and shall also pay the

monthly cost of any voice and/or data plan. Replacement devices will be made available pursuant to Section 15.3. Compensation for use of the phone off normal work hours shall be pursuant to Section 5.9.

Any Officer who is issued an electronic device will sign the *Smart Phone Compensation Agreement for Non-exempt Employees* (Appendix D) regarding compensation for use of the electronic device. Any Officer who does not consent to the *Smart Phone Compensation Agreement for Non-exempt Employees* agreement will not be issued the device and may be reassigned from Investigations to Patrol.

The use of a City-issued device shall be regulated by the City's policies regarding electronic communication devices, including but not limited to the Electronic Communications policy, Use of Technology policy, and all related provisions of the personnel policy manual, which may be modified from time to time.

Section 15.3 Reimbursement for Destruction of Personal Property

Personal property required to be carried on duty, such as a watch, glasses, etc., shall be repaired or replaced at the Chief's discretion at a reasonable price not to exceed \$250.00 in the event of damage pursuant to police duties.

ARTICLE XVI **GRIEVANCE PROCEDURE**

Section 16.1 Definition of Grievance

A grievance is a difference of an opinion between a Police Officer or MAP and the City, with respect to the meaning or application of the express terms of this Agreement. The Chapter 27 board of directors, in any combination, shall be designated to attend grievance meetings scheduled pursuant to steps three, four, and five. The chapter may appoint three stewards, one from each shift, who may be the same person(s) selected for the committee, to represent Police Officers in steps one and two of the grievance procedure. The City shall not be required to recognize as a representative for the chapter any Police Officer who has not completed his probationary period of employment or any period of lawful suspension. Accredited non-police officer representatives of MAP and/or the Police Officer's legal counsel may participate in meetings held in steps three, four, or five of the grievance procedure.

Prior to filing a Chapter grievance, the Chapter will arrange for a labor/management meeting within five administrative days of the first event giving rise to a possible grievance or within five administrative days of when the chapter, through the use of reasonable diligence, should have obtained knowledge of the first event giving rise to the possible grievance. If, through the labor/management meeting, there is no mutually agreed upon solution, then the chapter shall have the right to submit a grievance at step three of the grievance procedure if the grievance alleges a violation, misinterpretation, or misapplication of any of the express provisions of this Agreement that relates directly to chapter rights. Any such grievance shall be submitted within ten calendar days of the first meeting.

Section 16.2 Grievance Procedure

Recognizing that grievances should be raised and settled promptly, a grievance

(Attachment B) must be raised within five administrative working days after the occurrence of the event giving rise to the grievance, or if the event giving rise to the grievance is such that the Officer would not normally be aware of it within the applicable period, then the time would commence within five administrative working days after the Officer reasonably should have been aware of that event, in accord with the following procedure:

Step One: The appropriate Commander by written notification from the Police Officer to the Commander setting forth the event giving rise to the grievance, the contract provision(s) involved, and the name of the Police Officer. The Commander shall answer in two administrative working days (administrative working days are defined as Monday, Tuesday, Wednesday, Thursday, and Friday between 8:00 a.m. and 4:30 p.m.) after hearing of the grievance and shall, if requested by the Police Officer, meet to discuss the grievance prior to answering it. If no Commander is available prior to the end of the initial five administrative working days, then the grievance shall move to step two.

Step Two: Appeal to Deputy Chief. If the grievance is not settled in step one or if an answer has not been made, the Police Officer may, within five administrative working days, following the Commander's answer, or expiration of the time limit set forth in step one, file with the Deputy Chief a written appeal signed by the Patrol Officer. The Deputy Chief shall give a written answer in five administrative working days after receipt of the written grievance.

Step Three: Appeal to Chief. If the grievance is not settled in step two or if an answer is not given within the time provided therefore and the Police Officer decides to appeal, the Police Officer shall, within five administrative working days from receipt of the step two answer, appeal in writing to the Chief. The Police Officer, the Chapter Board of Directors, and the Chief will discuss the grievance at a mutually agreeable time. The Chief will give his answer in writing within five administrative working days of the discussion to the grievant and Chapter President.

Step Four: Appeal to the City Administrator. If the grievance is not settled in step three and Police Officer decides to appeal, the Police Officer shall, within five administrative working days after receipt of the step three answer or expiration of time provided therefore, file a written appeal to the City Administrator. A meeting between the city administrator or his designee, the Chief of Police, the Police Officer, and the designated members of the Chapter 27 Board of Directors will be held at a mutually agreeable time. The City Administrator or his designee shall give his answer in writing within ten administrative working days of the meeting to the grievant and Chapter President.

Step Five: Binding arbitration. If the grievance is not settled in accordance with the foregoing procedure, MAP may refer the grievance to binding arbitration by giving written notice to the City Administrator within 21 administrative working days after receipt of the City's answer in step four. In the event the parties are unable to agree upon an arbitrator, they shall jointly request the Federal Mediation and Conciliation Service to submit a panel of five arbitrators who maintain an office in Illinois, Indiana, Iowa, or Wisconsin. Upon receipt of the panel, the parties shall strike names alternately until only one name remains, and the person whose name remains shall be the arbitrator, provided that either party, before striking any names, shall have the right to reject one panel of arbitrators. The arbitrator shall be notified of his selection by a joint letter from the City and MAP

requesting that he set a time and a place for the hearing, subject to the availability of the City and MAP representatives. The arbitrator shall not, in his decision or award, amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He shall consider and decide only the specific issue submitted to him, and his binding recommendation shall be based solely upon an interpretation of the meaning or application of the terms of this Agreement to the facts of the grievance presented. If the arbitrator finds that the alleged grievance does not involve an interpretation or application of this Agreement, he shall remand the matter to the parties without comment. The decision of the arbitrator shall be final and binding on the parties. The costs of the arbitration, including the fee and expenses of the arbitrator, shall be divided equally between the City and MAP.

Section 16.3 Time Limits

No grievance shall be entertained or processed unless it is filed within the time limits set forth in Section 16.2. If a grievance is not appealed within the time limits for appeal set forth above, it shall be deemed settled on the basis of the last answer of the City unless the parties have mutually agreed in writing to extend a relevant time limit. If the City fails to provide an answer within the time limits so provided, MAP may immediately appeal to the next step.

Section 16.4 Investigation and Discussion

All grievance discussions and investigations shall take place in a manner that does not interfere with City operations.

Section 16.5 Suspension or Termination

The parties agree that the Chief of Police or acting Chief of Police shall have the right to suspend a non-probationary Officer for up to 30 days or dismiss a non-probationary Officer for just cause without filing charges with the City Board of Fire and Police Commissioners. The decision of the Police Chief or the acting Chief of Police with respect to the suspension or dismissal action shall be deemed final, subject only to the review of said decision through the grievance and arbitration procedure, provided a grievance is filed in writing within five calendar days after such discipline is imposed. The sole recourse for appealing any such decision by the Chief of Police shall be for the employee to file a grievance as described herein.

If the employee elects to file a grievance as to his or her suspension or dismissal, the grievance shall be processed in accordance with Article VI of this Agreement, except that it shall be filed at step three of the procedure. If the grievance proceeds to arbitration and the arbitrator determines that the disciplinary action was not supported by just cause, the arbitrator shall have the authority to rescind or to modify the disciplinary action and order back pay or a portion thereof. No relief shall be available from the Board of Fire and Police Commissioners with respect to any matter which is subject to the grievance and arbitration procedure set forth in Article 6 of the Agreement. Any appeal of an arbitrator's award shall be in accordance with the provisions of the Uniform Arbitration Act as provided by Section 8 of the IPLRA.

Pursuant to Section 15 of the IPLRA and 65 ILCS 10-2.1-17, the foregoing provision with respect to the appeal and review of suspension or discharge decisions shall be in lieu of and shall expressly supersede and preempt any provisions that might otherwise be contained in the rules and regulations of the City Board of Fire and Police Commissioners.

Discipline of probationary Officers, as well as any verbal warnings, written reprimands, written warnings or other discipline not involving an unpaid suspension or dismissal shall not be

subject to the grievance and arbitration procedure.

Section 16.6 Grievance Form

When filing grievances pursuant to this article, grievant shall utilize the grievance form attached to this Agreement as Appendix B, and shall specifically set forth the event giving rise to the grievance, the contract provision(s) allegedly violated, the relief desired and the name of the grievant(s). Written employer responses to all steps shall be documented on the form or written on a separate document and attached to the form.

ARTICLE XVII
PERSONNEL FILES

Section 17.1 Personnel Files and Notice of Disciplinary Action

There shall be one official employee personnel file maintained in the human resources office of the City in relation to each Police Officer. Such file shall include, by way of illustration and not limitation, written evaluations, letters, memoranda, reports, and other materials bearing on the quality of the Police Officer's professional service.

A Police Officer may inspect the contents of his file at reasonable times upon request to human resources with a 24 hour notice. Personnel files must remain in human resources. Police Officers shall receive copies of those materials placed in the file which are required by law to be furnished to them and may, if they desire, add materials to the files explaining or refuting materials contained there.

Logbooks used by supervisory personnel for the purpose of documenting Officer performance and used as a basis for performance evaluations shall be made available for Officers to review. Supervisors shall make a reasonable attempt to notify Officers of any entry into the logbook, and covered Officers may obtain from their supervisor a copy of the logbook entries pertaining to them.

Section 17.2 Purge of Personnel Files

Parties agree that should an Officer receive a written reprimand or an oral reprimand that has been reduced to writing, and further, should said document be filed in the Officer's personnel file, then the parties agree that should the Officer not receive any further written reprimands or oral reprimands reduced to writing for a period of 18 consecutive months, then upon the Officer's written request, his personnel file shall be purged of the previous written reprimand or oral reprimand reduced to writing, provided, however, that any such discipline pertaining to harassment (as defined by city policy), workplace violence or threats, theft, or misappropriation of property shall not be subject to purge from the employee's personnel file.

ARTICLE XVIII
LABOR-MANAGEMENT COMMITTEE/WRITTEN DIRECTIVES

Section 18.1 Scope

The Union and the employer mutually agree that in the interest of management and employee relations, it is desirable that meetings be held between Union representatives and responsible

administrative representatives of the employer. Such meetings shall be held monthly as agreed by both parties at a mutual time and place. In addition to monthly meetings, each party may request a meeting at least 10 calendar days in advance by placing, in writing, a request to the other for a meeting of the labor-management committee and expressly providing the agenda for such meeting. Such meetings shall be held in the police department or other mutually agreed upon place and limited to:

- Discussing the implementation and general administration of this Agreement.
- A sharing of general information of interest to the parties.
- Notifying the Union of changes in conditions of employment contemplated by the employer that may affect the Officers.
- Conferring on matters of mutual interest.
- Safety practices and procedures with the police department, equipment additions, and/or facility modifications
- Questions raised by Police Officers about supervisory practices of the departmental command.

Section 18.2 Conditions

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be considered at meetings of the labor-management committee, nor shall negotiations for the purpose of altering any or all terms of this Agreement be carried on at such meetings.

Section 18.3 Attendance

Attendance at meeting of the labor-management committee shall be voluntary on the Officer's part, and attendance during such meetings shall not be considered time worked for compensation purposes, except for Officers who attend during working hours, the Officer shall be permitted to attend without loss of pay.

Normally, three persons from each side shall attend these meetings, schedules permitting.

Section 18.4 Departmental Written Directives

It is the department's right to issue written directives deemed necessary to maintain and/or improve professional and efficient department operations. To provide the Union an opportunity to comment on written directives before implementation, the Chief will provide the Union with a copy of all written directives at least seven calendar days before implementation, and will allow Union Officers an opportunity to submit written comments relating to said directive during that seven-day period.

Each Officer shall continue to receive copies of departmental written directives. Any change in departmental written directives shall be distributed prior to implementation to each Police Officer. Charges for infraction(s) of the rules or the written directives of the Department will be brought within 30 days after command has knowledge of the events or circumstances upon which such charges are based. All investigations resulting from charges (other than criminal) shall be brought to a conclusion within 180 days of charge(s) being brought against the Officer.

ARTICLE XIX **SAVINGS CLAUSE**

Section 19.1 Savings Clause

In the event any article, section, or portion of this Agreement should be held invalid and unenforceable by any board, agency, or court of competent jurisdiction, such decision shall apply only to the specific article, section, or portion thereof specifically specified in the board, court, or agency decision, and upon issuance of such a decision, the City and the Union agree to notify one another and to immediately begin negotiations on a substitute for the invalidated article, section, or portion thereof.

ARTICLE XX **UNION SECURITY**

Section 20.1 Dues Deductions

Upon receipt of proper written authorization from an employee, the employer shall deduct each month's Metropolitan Alliance of Police dues in the amount certified by the treasurer of Metropolitan Alliance of Police from the pay of said Officers covered by this Agreement who, in writing, authorize such deductions. Such money shall be submitted to the Metropolitan Alliance of Police within 15 days after the deductions have been made on a semi-monthly basis.

Section 20.2 Union Indemnification

The Union shall indemnify, defend and hold harmless the City and its officials, representatives and agents against any and all claims, demands, suits, or other forms of liability (monetary or otherwise) and for all legal costs for counsel selected or approved by the Union that shall arise out of or by reason of action taken or not taken by the City in complying with the provisions of this article. If an improper deduction is made, the Union shall refund directly to the Officer(s) any such amount.

The foregoing indemnification clause shall not require the chapter to indemnify or hold the City harmless in the event the City initiates a cause of action against the Chapter, unless the City initiates such an action in response to a claim or cause of action initiated by another party.

Section 20.3 Fair Share

~~During the term of this Agreement, police officers who are not members of Metropolitan Alliance of Police shall, commencing 30 days after the effective date of this Agreement, pay a fair share fee to Metropolitan Alliance of Police for collective bargaining and contract administration services tendered by Metropolitan Alliance of Police as the exclusive representative of the officers covered by this Agreement. Such fair share fee shall be deducted by the City from the earnings of non-members and remitted to Metropolitan Alliance of Police each month. Metropolitan Alliance of Police shall annually submit to the City, a list of the officers covered by this Agreement who are not covered by Metropolitan Alliance of Police and an affidavit that specifies the amount of the fair share fee that shall be determined in accordance with the applicable law.~~

~~The parties agree that in the event of a legal challenge to the fair share agreement, the Union will bear the entire burden of defense, provided that the City does not initiate or prosecute such a legal challenge. Further, the parties agree that the provision will not take effect until the~~

~~Union provides an accounting to the City showing what the fair share is based on.~~

ARTICLE XXI

RATIFICATION AND CHANGES

Section 21.1 Ratification And Amendment

This Agreement shall become effective when ratified by the City and the Union and signed by authorized representative(s) thereof and may be amended or modified during its term only with mutual written consent of both parties.

Section 21.2 Maintenance Of Economic Benefits

All direct and substantial economic benefits which are not set forth in this Agreement and are currently in effect shall continue and remain in effect until such time as the City shall notify the Union of its intention to change them. Upon such notification and if requested by the Union, the City shall meet and discuss such change before it is finally implemented by the City. Any change made without such notice shall be considered temporary pending the completion of such meet and confer discussions. If the Union becomes aware of such a change and has not received notification from the City, the Union must notify the City within 14 days of the date the Union became aware of such change and request discussions or such inaction shall act as a waiver of the right to such discussions by the Union. If no agreement is reached within 30 calendar days after discussions begin, the Union shall have the right to refer the dispute over the change to arbitration as set forth in Section 1614 of the Illinois Public Labor Relations Act. The parties agree that the City shall have the right to temporarily implement the change during the period of such bargaining or arbitration.

ARTICLE XXII

COMPLETE AGREEMENT

This Agreement constitutes the complete and entire agreement between the parties and concludes collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, which conflict with the express terms of this Agreement. If a past practice is not addressed in this Agreement, it may be changed by the employer as provided in the management rights clause, Article II. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or ordinance from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right opportunity are set forth in this Agreement. The Union specifically waives any right it may have to impact or effects bargaining for the life of this Agreement.

ARTICLE XXIII

TERMINATION

Section 24.1 Termination in 202420

This Agreement shall be effective as of the day after it is executed by both parties and shall

remain in force and effect until April 30, 202429. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least 120 days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than 90 days prior to the anniversary date. In the event that either party desires to terminate this Agreement, written notice must be given to the other party no later than ten days prior to the desired termination date, which shall not be before the anniversary date.

Executed this _____ day of _____, 202018. After receiving official approval by the President and Board of Directors and ratification by the Union's membership.

**Metropolitan Alliance of Police
St. Charles Chapter 27**

City of St. Charles

Jonathon Losurdo, President
Metropolitan Alliance of Police Chapter 27

Mark Koenen, City Administrator
City of St. Charles

Dave Ketelsen, Secretary
Metropolitan Alliance of Police Chapter 27

Charles Amenta, City Clerk
City of St. Charles

Keith George, President
Metropolitan Alliance of Police

APPENDIX A
WAGE SCHEDULE

St. Charles Police Department Step Plan for MAP #27 Contract

Tenure	Steps	Current	FY 20- 2117-18 2.53.00%	FY 21- 2218-19 2.75%	FY 22- 2319-20 2.75%	FY 23- 24 2.75%
Stage 1	P-1	\$32.30	\$33.27	\$34.18	\$35.12	\$36.09
Stage 2	P-2	\$41.17	\$42.41	\$43.58	\$44.78	\$46.01
Stage 3	P-3	\$43.33	\$44.63	\$45.86	\$47.12	\$48.42
Stage 4	P-4	\$45.43	\$46.79	\$48.08	\$49.40	\$50.76
Stage 5	P-5	\$47.51	\$48.94	\$50.29	\$51.67	\$53.09
Stage 6	P-6	\$49.35	\$50.83	\$52.23	\$53.67	\$55.15

It is understood by the City and the Union that the above reflects the dollar value of each step under the step plan for ~~patrolmen~~Police Officers. The step for each year of service has been increased appropriately as per negotiated agreements contained in this contract. An Officer's step raise (e.g. movement from Stage 1 to Stage 2 ~~and so on~~), shall occur ~~on the officer's anniversary date of hire~~ upon successful completion of probation. Thereafter, step raises shall occur on the Officer's anniversary date of hire.

APPENDIX B

STEP #1
ST. CHARLES POLICE DEPARTMENT
FORMAL GRIEVANCE COMPLAINT RECORD

GRIEVANCE PROCEDURE: ARTICLE VI OF THE CONTRACT

Grievant's Name (Last, First, MI)	Badge #	Employee #
Contract Section(s) Violated	Incident Date	
Basis of Grievance (attach further documentation if requested)		
Remedy/Adjustment Desired		
Grievant's Signature	Date	
Responding Sergeant	Response Date	
Disposition		
Respondent's Signature	Date	

STEP #2
ST. CHARLES POLICE DEPARTMENT
FORMAL GRIEVANCE COMPLAINT RECORD

GRIEVANCE PROCEDURE: ARTICLE VI OF THE CONTRACT

STEP #2

Grievant's Name (Last, First, MI)	Incident Date
I am appealing to the level of Deputy Chief.	
Grievant's Signature	Date
Responding Deputy Chief	Response Date
Disposition	
Respondent's Signature	Date

STEP #3
ST. CHARLES POLICE DEPARTMENT
FORMAL GRIEVANCE COMPLAINT RECORD

GRIEVANCE PROCEDURE: ARTICLE VI OF THE CONTRACT

Grievant's Name (Last, First, MI)	Incident Date
I am appealing to the level of Chief.	
Grievant's Signature	Date
Responding Chief	Response Date
Disposition	
Respondent's Signature	Date

STEP #4
ST. CHARLES POLICE DEPARTMENT
FORMAL GRIEVANCE COMPLAINT RECORD

GRIEVANCE PROCEDURE: ARTICLE VI OF THE CONTRACT

Grievant's Name (Last, First, MI)	Incident Date
I am appealing to the level of City Administrator.	
Grievant's Signature	Date
Responding City Administrator	Response Date
Disposition	
Respondent's Signature	Date

APPENDIX C
VEST REPLACEMENT LIST

SCPD Sworn Officer Body Armor Replacement List

Fiscal Year	Officer(s)
2020 <u>2017</u> / 2021 <u>2018</u>	<u>Anson, Burden, Crumlett, Jacobo, Losurdo,</u> <u>Peacock, Ross, Schuessler,</u> <u>Woloszyk</u> Larsen, Haywood, Ocasek, Redmann, Vicicondi
2021 <u>2018</u> / 2022 <u>2019</u>	<u>Devol, Dony, Grove, Karnath, Mattas,</u> <u>Squillo</u> Anyon, Bauwens, Schomer, Sheets, Tynan
2022 <u>2019</u> / 2023 <u>2020</u>	<u>Haywood, Larsen, Ocasek,</u> <u>Redmann</u> Bennett, Boyee, Churney, Coryell, Heike, Kelly, Ketelsen, B. McCowan, Murawski, Rowoldt
<u>2023/2024</u>	<u>Anyon, Bauwens, Bonifas, Garcia, Fawkes,</u> <u>Gaske, Phillips, Rentschler, Schomer,</u> <u>Tynan, Wessendorf</u>

SIDE LETTER **SUBSTANCE USE POLICY**

The City of St. Charles is committed to providing a safe, healthy, and productive work environment for all employees, the public, and visitors. Employee health and overall well-being of the mind and body are important. The adverse effects of drug and alcohol use by employees are unacceptable. For the purposes of this policy, “drugs” includes marijuana. Consistent with the spirit and intent of the City’s drug and alcohol-free workplace policy~~this commitment~~, the City of St. Charles has developed and is implementing the following substance use (drugs and alcohol) policy for the Police Officers in accordance with the MAP contract. All aspects of the City’s drug/alcohol testing policy including, but not limited to, the collection, handling, shipping, receiving and storage of specimens, laboratory analysis procedures, record keeping and the reporting of test results shall comply with federal regulations. Any changes to the substance use policy will be discussed in labor/management and agreed to by both parties. Employees covered by this Agreement are prohibited from the voluntary consumption, possession, sale, purchase, or delivery of cannabis or cannabis-infused substances while on or off duty, even though Illinois law may permit certain individuals to possess and use cannabis or cannabis-infused substances. However, an employer may not take adverse employment action against an employee based solely on the lawful possession or consumption of cannabis or cannabis-infused substances by members of the employee's household.

SUBSTANCE USE PROHIBITED

All locations, at which City business is conducted, are declared to be drug-free work places. The use, possession, (except, as required, in the line of duty) distribution and/or sale of drugs or alcohol on City premises or during work time by employees or visitors is prohibited. Employees are also prohibited from reporting to work or working under the influence of illegal drugs or alcohol. “Under the influence of drugs or alcohol” is defined as when test results are at or above the levels indicated in this policy. In accordance with this policy, urinalysis tests will be conducted to detect the six following substances for Police Officers: amphetamines, cocaine, marijuana, opiates/opioids, 6-Accetylmorphine, and phencyclidine (PCP). Suspected cases of illegal workplace drug/alcohol possession or the distribution or sale of drugs/alcohol ~~will~~may be referred to law enforcement authorities. Employees who use drugs/alcohol harm themselves, endanger others, and can affect the efficiency and effectiveness of City operations.

SUBSTANCE USE TESTING

DRUG TESTING

Employees may be randomly tested no more than two times per calendar year. All urine samples shall be split-samples. The “primary sample” shall be at least 30 ml. of urine; the “split sample” shall be at least 15 ml. Failure of the employee to provide that quantity even after a three-hour second opportunity following drinking up to 40 ounces of water, will cause the employee to be referred for a medical evaluation to develop pertinent information as to whether the employee's inability to provide a specimen is genuine or constitutes a refusal to test. The medical evaluation shall go to the Medical Review Officer (MRO) who will make a conclusion in writing to the City. While this process is being accomplished the employee shall not be working.

The employee will pay for all tests it directs.

The employee will be provided an eight-ounce glass of water every 30 minutes, but not to exceed a maximum of 40 ounces over a period of three hours or until the donor has provided a sufficient urine specimen. The employee shall consume that amount which is not uncomfortable.

ALCOHOL TESTING

Two breath tests are required to determine if the employee has a prohibited alcohol concentration. A “screen” test shall be conducted first. Any results less than .04 alcohol concentration is considered a negative test and a second test is not required. If the alcohol concentration is .04 or greater, a second or “confirmation test” must be conducted. Within two days of receipt, the City shall provide an employee with a copy of any test results that the City received with respect to such employee. The employer will pay for all tests it directs. Time spent at the site and traveling to and from the testing site shall be treated as work time.

POST-OFFER TESTING

No one will be hired or re-hired until they take and pass a urine test for evidence of illegal drug use. All post-offer individuals will be scheduled at the City designated medical provider for substance use testing. The City designated medical provider uses only SAMHSA certified labs. The prospective employee will be required to sign a consent form, show a photo identification, and provide a urine specimen under the security requirements of the City designated medical provider. All positive screens for drug use will be confirmed by Gas Chromatography/Mass Spectrometry (GCMS) before specimens are regarded positive. Should a post-offer individual refuse a substance test or test positive, the offer will be rescinded. All results will be confidential.

TEST CUTOFF LEVELS DEFINED

The initial test cut-off levels are defined as at or above:

INITIAL TEST CUT-OFF LEVELS	
Marijuana metabolites	50 ng/ml
Cocaine metabolites	150 ng/ml
Opiate metabolites Codeine/Morphine	2000 ng/ml
6-Accetylmorphine	10 ng/ml
Phencyclidine (PCP)	25 ng/ml
Amphetamines AMP/MAMP (methamphetamine) MDMA (ecstasy)	500 ng/ml 500 ng/ml

A positive urine/blood test is defined as at or above these levels of GC/MS Confirmation:

DRUGS	
Marijuana metabolites	15 ng/ml
Benzoylcegonine	100 ng/ml

Codeine	2000 ng/ml
Morphine	2000 ng/ml
6-Accetylmorphine	10 ng/ml
Phencyclidine (PCP)	25 ng/ml
Amphetamines	250 ng/ml
Methamphetamine	250 ng/ml
MDMA (ecstasy)	250 ng/ml
MDA	250 ng/ml
MDEA	250 ng/ml

POST EMPLOYMENT DRUG TESTING

Once an applicant is hired, the employee may be subject to the following tests:

VEHICLE ACCIDENT

Employee(s) involved in a reportable accident must be tested for substance use if one or more of the following apply:

1. Fatality.
2. If the employee is the driver and receives medical treatment away from accident site (testing must occur within eight hours of the accident for alcohol and 32 hours of the accident for drugs).
3. If the employee is the driver and any vehicle is towed (testing must occur within 32 hours of the incident).
4. Reasonable suspicion of drug usage.

EMPLOYEE ACCIDENT

All employees will be tested for substance use if seeking medical treatment with a medical provider (hospital, clinic, or physician's office) following a work-related injury if there is a reasonable possibility that employee drug or alcohol use could have contributed to the reported injury or illness.

The substance use test must be performed within two hours following the accident. If a required alcohol test is not administered within eight hours following the accident, the employer shall cease attempts to administer an alcohol test. If a required ~~controlled-substance~~drug test is not administered within 32 hours following the accident, the employer shall cease attempts to administer a controlled substances test. If the employee refuses to submit to the substance use test, he will be treated as if he tested positive.

REASONABLE SUSPICION TESTING

Employees who are suspected of using drugs at any time or being under the influence or effects of drugs or alcohol during work hours will be tested for substance use. This suspicion must be based on the supervisor's specific observations concerning the appearance, behavior, speech and/or body odors of the employee. Testing for alcohol must occur within eight hours of the supervisor's observation. Testing for drugs can occur whenever there is reasonable suspicion.

Employees will be given a completed and signed copy of the reasonable suspicion checklist at the

time that they are directed to undergo reasonable suspicion testing.

Employees selected for testing because of reasonable suspicion will be escorted to the City designated medical provider to provide a urine specimen(s) in accordance with the City policy guidelines. All positive screens for drug use will be confirmed by Gas Chromatography/Mass Spectroscopy (GCMS) before specimens are regarded positive. All positive drug test results will also be reviewed by a Medical Review Officer before results are reported to the City.

RANDOM SELECTION TESTING

The City of St. Charles utilizes a computerized random selection program at the City designated medical provider to provide names to be tested for substance use. All employees in the random selection pool have an equal chance to be selected. Employees may be randomly tested no more than two times per calendar year unless otherwise specified in union contract. ~~Results will be sent to employee within two days of receiving them in HR.~~ A computer does the actual selection and provides two lists:

1. List of each employee in the City pool at the time of selection;
2. List of the actual employees selected at the time of selection.

POSITIVE EMPLOYEE POST-ACCIDENT, REASONABLE SUSPICION, RANDOM SELECTION TEST RESULTS

Positive test results for these tests are defined as:

1. An employee admission that he or she has used drugs and/or alcohol prior to reporting to work or while working.
2. A breath alcohol concentration of .04 or greater.
3. Positive urine test at or above levels stated in the pre-employment result section.
4. Refusal to be tested which may consist of attempting to adulterate sample; substitution of sample; or failure to cooperate in the testing process to include deliberate delay.

REFUSALS OR POSITIVE TEST - REMOVAL FROM THE JOB

Employees who refuse to be tested will be treated as if they tested positive. Refusal consists of attempting to adulterate sample, substitution of sample, or failure to cooperate in the testing process to include deliberate delay. The City may terminate the employee upon a positive test result. The employee, if testing positive, will be removed from his job immediately, required to have an evaluation and education with the Substance Abuse Professional (SAP) through the Employee Assistance Program (Tri-City Family Services), comply with and complete any recommended rehabilitation, and authorize the program to keep the City of St. Charles abreast of the employee's drug-free accomplishments. EAP services, beyond the group health benefits provided by the City of St. Charles, at the time of treatment, is the responsibility of the employee.

EMPLOYEE ASSISTANCE PROGRAM (EAP)

Any employee violating this policy is subject to discipline including suspension and/or termination. However, should any employee be convicted of violating a criminal drug statute in

the workplace, discipline of the employee will be termination, referral to law enforcement and/or participation in an approved rehabilitation or drug use employee assistance program (EAP). The Employee Assistance Program for City of St. Charles employees is Tri-City Family Services. If such help is offered and accepted, the employee must satisfactorily take part in the program to continue employment. The City believes that rehabilitation is the preferred solution to any such problem as it both protects our investment in a trained employee and treats the employee concerned with dignity. Payment beyond the group health benefits provided by the City of St. Charles at the time of treatment is the responsibility of the employee.

EAP REQUIREMENTS

1. Employees in treatment due to a violation of this policy may be placed on medical leave at the discretion of the City. Employees who successfully complete rehabilitation will be reinstated to an available opening for which they are qualified.
2. All employees who have tested positive and completed an employee assistance/treatment program will be required to submit to testing with or without cause when ordered by the City for up to one year following completed rehabilitation.
3. Employees who fail to cooperate in an evaluation, fail to successfully complete rehabilitation, or test positive more than once will be terminated.
4. Some or all of the expenses of rehabilitation may be covered by the employee's insurance. Expenses not covered are the responsibility of the employee.
5. Employees may volunteer for rehabilitation and treatment but may not avoid discipline by volunteering. All rehabilitation provisions will still apply. No more than two such leaves for voluntary treatment will be granted to any employee.

DRUG EDUCATION

Employees have the right to know about the dangers of drug use in the workplace, the City policy regarding a drug-free workplace and what is available to help combat drug problems. Education programs on the dangers of drug use in the workplace will be made available on a regular basis. Employees will be made aware of the several kinds of help that are available on a voluntary basis.

These include:

1. Medical insurance benefits for substance use programs.
2. Information about community resources for assessment and treatment.
3. Tri-City Family Services (Employee Assistance Program).

We have established this help as part of our commitment to the health, safety, and well-being of our employees and their families; employees are encouraged to use it as needed.

POLICY ACKNOWLEDGEMENT

All employees must acknowledge in writing (see Substance Use Acknowledgement Form) that they have been informed of the above policy and agree to abide by it in all respects.

RIGHTS AND RESPONSIBILITIES UNDER THE CITY OF ST. CHARLES

POLICY

EMPLOYEE RIGHTS

1. The City of St. Charles will tell the employee that he can't bring in, make, distribute or sell, use or even have with him/her any illegal drugs or alcohol when at work or on City premises.
2. The City of St. Charles will tell the employee what help the City has available to him/her for combating drug and alcohol problems.
3. The City of St. Charles will give the employee a written policy statement explaining the policy about drugs in the workplace.

CRIMINAL CONVICTION

If an employee is convicted by a court of a substance use related criminal violation, the employee may be:

1. Disciplined up to and including termination; or
2. Offered help available to combat the employee's involvement with drugs or alcohol in accordance with the City policy.

EMPLOYEE RESPONSIBILITIES

1. The employee must read the policy statement and certify that he has done so.
2. The employee must agree to abide by the guidelines of the City's policy. The City of St. Charles can terminate an employee if he does not agree.
3. The employee must satisfactorily complete all the steps associated with any offered rehabilitation program.

If an employee has any questions or comments about this policy, please contact the Human Resources Department.

SIDE LETTER
DRUG TESTING FOLLOWING OFFICER INVOLVED SHOOTINGS

The City of St. Charles (“City”), the Metropolitan Alliance of Police Chapter #27, and the Metropolitan Alliance of Police Chapter #28 (Chapter 27 and Chapter 28 are collectively referred to herein as the “Union”) hereby agree to the following policy to be implemented in accordance with Illinois Public Act 100-389:

1. The Union agrees that its members shall be required to abide by the City’s General Order regarding “Use of Deadly Force Investigative Process,” including the section that requires each Officer who is involved in an Officer involved shooting to submit to drug and alcohol testing, so long as such testing is required by Public Act 100-389 or any similar state law.

2. For the purpose of clarity, the parties agree that a person “involved in” an Officer involved shooting is defined to mean any Officer who discharged a firearm thereby causing injury or death to a person or persons. If multiple Officers discharged their firearm and it is unclear whose bullet struck the person or persons, then all Officers who discharged their firearm in the direction of the subject shall be required to submit to drug and alcohol testing.

3. The parties agree that the term “involved in” an Officer-involved shooting does not include Officers who did not discharge their weapon, even if they were providing other forms of support and assistance during the call. Nor does the term “involved in” include Officers who discharged their weapons when it is undeniably clear their projectiles did not actually strike any person or persons.

4. The parties agree that the provisions of the collective bargaining agreement regarding drug testing and standards for discipline shall regulate the drug testing procedures and the consequences for any positive drug test results.

5. The parties agree that any drug or alcohol test required pursuant to this Agreement shall be considered a compelled, non-voluntary drug or alcohol test under threat of disciplinary action. Such testing shall only be done by urinalysis or breathalyzer. Blood tests shall only be administered with a warrant. This does not limit the City's right to obtain test results via other available legal process.

**City of St. Charles, Illinois
Resolution No. 2020 - ____**

**A Resolution Authorizing the Execution of
an Agreement between the City of St. Charles and
Metropolitan Alliance of Police St. Charles Chapter 27**

**Presented & Passed by the
City Council on April 6, 2020**

WHEREAS, the Metropolitan Alliance of Police St. Charles Chapter 27 (MAP) completed bargaining and ratified the proposed agreement with the City that resulted from such bargaining; and

WHEREAS, the Mayor and City Council has reviewed and discussed the proposed agreement;

NOW THEREFORE, be it resolved by the authorities of the City of St. Charles that Mark Koenen, City Administrator, is hereby authorized to execute a contract between the City of St. Charles and the Metropolitan Alliance of Police St. Charles Chapter 27, effective May 1, 2020, through April 30, 2024.

PRESENTED to the City Council of the City of St. Charles, Illinois, this ____ day of April, 2020.

PRESENTED by the City Council of the City of St. Charles, Illinois, this ____ day of April, 2020.

APPROVED by the Mayor of the City of St. Charles, Illinois, this ____ day of April, 2020.

Raymond P. Rogina, Mayor

ATTEST:

Charles Amenta, City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:

**MINUTES
CITY OF ST. CHARLES
GOVERNMENT OPERATIONS COMMITTEE
ALD. MAUREEN LEWIS, CHAIR
MONDAY, APRIL 6, 2020
IMMEDIATELY FOLLOWING THE CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS – 2 EAST MAIN STREET**

1. Call to Order

Chairman Lewis called the meeting to order at 8:12 pm.

2. Roll Call

Present: Ald. Stellato, Silkaitis, Payleitner, Lemke, Turner, Bancroft, Vitek, Pietryla, Bessner

Absent: None

3. Administrative

- a. Fuel Tax Receipts February 2020 – Information Only
- b. Video Gaming Statistics February 2020 – Information Only

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. Police Department

- a. **Recommendation to approve a Proposal for an E4 Liquor License Application for Pollyanna Brewing Company's Summer Soiree Event taking place on July 18, 2020 at 106 S Riverside Avenue, St. Charles.**

Chief Keegan covered the proposal, and shared that the Liquor Control Commission approved earlier today with a 4-0 vote. The approval would allow the event sponsor to make plans, and is contingent upon any governmental sanctions regarding public gatherings, social distancing, etc., pertaining to COVID-19, which would affect this event if the sanctions extend into the summer. Pollyanna has done these events at other location and the turnout has been large. All fees for any signage, barricades, City electric, or City personnel will be absorbed by the Event sponsor. The site will be fenced and secure, and the attendees will be credentialed.

Motion by Ald. Pietryla, second by Ald. Vitek to recommend the approval of a Proposal for an E4 Liquor License Application for Pollyanna Brewing Company's Summer Soiree Event taking place on July 18, 2020 at 106 S Riverside Avenue, St. Charles. contingent upon any governmental sanctions regarding public gatherings, social distancing, etc., pertaining to COVID-19.

Roll Call: Ayes: Vitek, Pietryla, Bessner, Stellato, Silkaitis, Payleitner, Lemke, Turner, Bancroft; Nays: None; Abstain: Stellato. **Motion Carried**

b. Recommendation to approve a proposal for a new class New E1 Liquor License for D & G Brewing for the St. Charles Craft Beer Festival taking place on May 30, 2020 in Lincoln Park.

Chief Keegan reminded that this is the third year this type of event is being held. It is technically a new event even though it is very similar to the previous two years when the non-profit benefactor was Breakfast Rotary Club. The Park District has secured the event space. We are expecting a large turnout of approximately 1500 attendees, and two police officers will be stationed. Liquor Control Commission approved earlier today with a 4-0 vote.

Motion by Ald. Pietryla, second by Ald. Turner to recommend the approval of a proposal for a road closure, amplification permit, and class New E1 Liquor License for D & G Brewing for the St. Charles Craft Beer Festival taking place on May 30, 2020 in Lincoln Park, contingent upon any governmental sanctions regarding public gatherings, social distancing, etc., pertaining to COVID-19.

Roll Call: Ayes: Vitek, Pietryla, Bessner, Stellato, Silkaitis, Payleitner, Lemke, Turner, Bancroft; Nays: None; Abstain: Stellato. **Motion Carried**

c. Recommendation to approve a Proposal for a New Class E-4 Temporary Liquor License and a Loudspeaker Application for a Special Event, Unwind Wednesdays, to be held on the First Street Plaza.

Chief Keegan reminded the committee that this event has come before the committee for the last 4 years. This temporary license request is for a series of fourteen (14) events to be held on Wednesday evenings from 5-8 p.m. Three new businesses are partnering with McNallys for this event: Gia Mia, Alter Brewing, and La Mesa. Za Za's has been contacted and opted out, with no stated concerns. A new aspect of this year's event is that the St. Charles Business Alliance is requesting First Street be closed from Main Street to the opening of the parking garage, in order to enlarge the space and showcase the new East Plaza. Amy Curione from the St. Charles Business Alliance says that it is yet unknown whether there will be seating provided on the East Plaza for this event. The consumption area is limited and fenced, with stanchions, to omit the Riverwalk area. The Liquor Control Commission approved earlier today with a 4-0 vote.

Motion by Ald. Pietryla, second by Ald. Bessner to recommend the approval of a Proposal for a New Class E-4 Temporary Liquor License and a Loudspeaker Application for a Special Event, Unwind Wednesdays, to be held on the First Street Plazas, contingent upon any governmental sanctions regarding public gatherings, social distancing, etc., pertaining to COVID-19.

Roll Call: Ayes: Vitek, Pietryla, Bessner, Stellato, Silkaitis, Payleitner, Lemke, Turner, Bancroft; Nays: None; Abstain: Stellato. **Motion Carried**

d. Recommendation to approve Late Night Permits for Class B, C and G licenses of the City of St. Charles for FY 2020/2021, effective June 1, 2020.

Chief Keegan says that these permits will take effect on June 1 instead of May 1 this year, and last for eleven months. The fees are not prorated. There are approximately 100 licenses, and 26 of those applied for a late night permit. Each City department looks at their area to confirm that the business is complying with City requirements and there are no outlying issues. The executive summary contains details of license types, 1:00 am and 2:00 am businesses, and previous incidents for each business, if any. There were no warning letters or liquor violations, aside for tax payment issues, issued by the police department for these businesses in the last year. Note that the number of police calls is related to the volume of patrons, and that explains the higher numbers for Alley 64. Chief Keegan feels that the businesses are partnering with the police department for enforcement. Most of the police calls are generated by the business vs. by patrons or neighbors. Chris Minick confirmed that Tap House Grill is current with their tax payments.

On a separate note, Chief Keegan says that there have not been issues with the carry-out operations happening during the COVID-19 crisis.

Motion by Ald. Pietryla, second by Ald. Vitek to recommend the approval of Late Night Permits for Class B, C and G licenses of the City of St. Charles for FY 2020/2021, effective June 1, 2020.

Roll Call: Ayes: Vitek, Pietryla, Bessner, Stellato, Silkaitis, Payleitner, Lemke, Turner, Bancroft; Nays: None; Abstain: Stellato. **Motion Carried**

***e. Recommendation for Approval of the use of West First Street Plaza and Amplification License for the STC Live.**

Motion by Ald. Bancroft, second by Ald. Turner to recommend the approval of the use of West First Street Plaza and Amplification License for the STC Live, contingent upon any governmental sanctions regarding public gatherings, social distancing, etc., pertaining to COVID-19.

Roll Call: Ayes: Vitek, Pietryla, Bessner, Stellato, Silkaitis, Payleitner, Lemke, Turner, Bancroft; Nays: None; Abstain: Stellato. **Motion Carried.**

***f. Recommendation to Approve Street and Parking Lot Closures and Use of Amplification Equipment for the 2020 Fox Valley Marathon.**

Motion by Ald. Bancroft, second by Ald. Turner to recommend the approval of Street and Parking Lot Closures and Use of Amplification Equipment for the 2020 Fox Valley Marathon, contingent upon any governmental sanctions regarding public gatherings, social distancing, etc., pertaining to COVID-19.

Roll Call: Ayes: Vitek, Pietryla, Bessner, Stellato, Silkaitis, Payleitner, Lemke, Turner, Bancroft; **Nays:** None; **Abstain:** Stellato. **Motion Carried.**

g. **Recommendation to Approve Proposed Revisions to the Rules and Regulations of the Board of Fire and Police Commissioners.**

Chief Keegan shared that these changes were approved at the March 9 meeting of the Board of Fire and Police Commissioners. Some simpler language and administrative changes are included.

Motion by Ald. Turner, second by Ald. Bessner to recommend the approval of Proposed Revisions to the Rules and Regulations of the Board of Fire and Police Commissioners.

Roll Call: Ayes: Vitek, Pietryla, Bessner, Stellato, Silkaitis, Payleitner, Lemke, Turner, Bancroft; **Nays:** None; **Abstain:** Stellato. **Motion Carried**

6. Finance Department

*a. January, 2020 Budget Revisions

Motion by Ald. Bancroft, second by Ald. Turner to recommend the approval of January, 2020 Budget Revisions.

Roll Call: Ayes: Vitek, Pietryla, Bessner, Stellato, Silkaitis, Payleitner, Lemke, Turner, Bancroft; **Nays:** None; **Abstain:** Stellato. **Motion Carried.**

*b. February, 2020 Budget Revisions

Motion by Ald. Bancroft, second by Ald. Turner to recommend the approval of February, 2020 Budget Revisions.

Roll Call: Ayes: Vitek, Pietryla, Bessner, Stellato, Silkaitis, Payleitner, Lemke, Turner, Bancroft; **Nays:** None; **Abstain:** Stellato. **Motion Carried.**

*c. March, 2020 Budget Revisions

Motion by Ald. Bancroft, second by Ald. Turner to recommend the approval of March, 2020 Budget Revisions

Roll Call: Ayes: Vitek, Pietryla, Bessner, Stellato, Silkaitis, Payleitner, Lemke, Turner, Bancroft; **Nays:** None; **Abstain:** Stellato. **Motion Carried.**

- *d. Recommendation to approve an Ordinance Reserving and Authorizing the Transfer of Volume Cap in Connection with Private Activity Bond Issues and Related Matters.

Motion by Ald. Bancroft, second by Ald. Turner to recommend the approval of an Ordinance Reserving and Authorizing the Transfer of Volume Cap in Connection with Private Activity Bond Issues and Related Matters.

Roll Call: Ayes: Vitek, Pietryla, Bessner, Stellato, Silkaitis, Payleitner, Lemke, Turner, Bancroft; **Nays:** None; **Abstain:** Stellato. **Motion Carried.**

7. Information Systems

- a. **Recommendation to approve an agreement with IT Solutions Group, Inc. for professional services, software, and hardware for a not-to-exceed cost of \$51,101.**

Motion by Ald. Turner, second by Ald. Vitek to recommend the approval of an agreement with IT Solutions Group, Inc. for professional services, software, and hardware for a not-to-exceed cost of \$51,101.

Roll Call: Ayes: Vitek, Pietryla, Bessner, Stellato, Silkaitis, Payleitner, Lemke, Turner, Bancroft; **Nays:** None; **Abstain:** Stellato. **Motion Carried.**

8. Human Resources

- a. Recommendation to approve a Resolution Authorizing the Execution of an Agreement between the City of St. Charles and the Metropolitan Alliance of Police St. Charles Chapter 27 (Police Officers).

Jenn McMahon shared that the negotiation was an “interest-based” bargaining which is a more collaborative style, and a tentative agreement was reached in three meetings. The agreement is for four years.

Motion by Ald. Bessner, second by Ald. Vitek to recommend the approval of an agreement with IT Solutions Group, Inc. for professional services, software, and hardware for a not-to-exceed cost of \$51,101.

Roll Call: Ayes: Vitek, Pietryla, Bessner, Stellato, Silkaitis, Payleitner, Lemke, Turner, Bancroft; **Nays:** None; **Abstain:** Stellato. **Motion Carried.**

9. Additional Items from Mayor, Council, Staff, or Citizens.

10. Executive Session

- Personnel – 5 ILCS 120/2(c)(1)
- Pending Litigation – 5 ILCS 120/2(c)(11)
- 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

Motion by Ald. Turner second by Ald. Bessner to adjourn the meeting at 8:44 pm.

Voice Vote: Ayes: Unanimous; Nays None; Chairman Lewis did not vote as chair.

Motion Carried

:sb