

**AGENDA
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**

**REMOTE ACCESS DIAL-IN: 408-418-9388 or 312-535-8110
ACCESS CODE: 628 576 624#
ATTENDEE NUMBER: #**

1. Call to Order

2. Roll Call

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.
- b. 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.
- 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.
- 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.
- *e. Recommendation for Approval of the use of West First Street Plaza and Amplification License for the STC Live.
- *f. Recommendation to Approve Street and Parking Lot Closures and Use of Amplification Equipment for the 2020 Fox Valley Marathon.
- g. Recommendation to Approve Proposed Revisions to the Rules and Regulations of the Board of Fire and Police Commissioners.

6. Finance Department

- *a. January, 2020 Budget Revisions
- *b. February, 2020 Budget Revisions
- *c. March, 2020 Budget Revisions
- *d. Recommendation to approve an Ordinance Reserving and Authorizing the Transfer of Volume Cap in Connection with Private Activity Bond Issues and Related Matters.

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.

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).

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

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: 3a

Title:

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

Presenter:

Chris Minick, Director of Finance

Meeting: Government Operations Committee

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	\$ -
March-20	April-20	\$ -
April-20	May-20	\$ -
TOTALS		\$ 363,939.68

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: 3b

Title: Video Gaming Statistics – Information Only

Presenter: Jim Keegan, Chief of Police

Meeting: Government Operations Committee

Date: April 6, 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 – February 2020 report for St. Charles Video Gaming Revenue as of February 2020.

Attachments *(please list):*

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

Recommendation/Suggested Action *(briefly explain):*

None – For Information Only

City of St. Charles
Video Gaming Statistics
February, 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**

St. Charles

February 2020

3/16/2020

7:56 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	\$19,212.72	\$17,848.68	\$1,364.04	\$7,873.00	\$6,508.96	\$1,364.04	\$450.15	\$381.94	\$68.21		
St. Charles	Alley 64, INC.	160702383	5	\$601,583.12	\$570,386.43	\$31,196.69	\$200,469.00	\$169,272.31	\$31,196.69	\$10,294.88	\$8,735.05	\$1,559.83		
St. Charles	BK & MM VENTURES LLC	160702415	5	\$435,098.78	\$389,543.91	\$45,554.87	\$140,169.00	\$94,614.13	\$45,554.87	\$15,033.09	\$12,755.35	\$2,277.74		
St. Charles	CRAZY FOX, LLC	170701805	5	\$155,849.68	\$139,141.80	\$16,707.88	\$47,351.00	\$30,643.12	\$16,707.88	\$5,513.59	\$4,678.19	\$835.40		
St. Charles	DAWN'S CAFE, LTD.	160702454	2	\$18,153.59	\$16,782.15	\$1,371.44	\$5,835.00	\$4,463.59	\$1,371.41	\$452.57	\$384.00	\$68.57		
St. Charles	HDF Entertainment, LLC	180702511	5	\$104,929.76	\$93,021.39	\$11,908.37	\$38,666.00	\$26,757.78	\$11,908.22	\$3,929.72	\$3,334.31	\$595.41		
St. Charles	HEALTH NUTS, LTD.	180702391	5	\$92,695.70	\$84,122.36	\$8,573.34	\$31,013.00	\$22,439.66	\$8,573.34	\$2,829.20	\$2,400.53	\$428.67		
St. Charles	L. A. MANSON CORPORATION	160703156	5	\$216,417.36	\$198,935.43	\$17,481.93	\$74,917.00	\$57,435.07	\$17,481.93	\$5,769.03	\$4,894.93	\$874.10		
St. Charles	MARK VII HOSPITALITY LIMITED	170702225	5	\$550,409.52	\$505,679.17	\$44,730.35	\$167,702.00	\$122,971.65	\$44,730.35	\$14,760.98	\$12,524.47	\$2,236.51		
St. Charles	NLHM Inc.	160702847	4	\$108,679.84	\$97,893.50	\$10,786.34	\$30,638.00	\$19,851.66	\$10,786.34	\$3,559.51	\$3,020.20	\$539.31		
St. Charles	Northwoods Pub & Grill Inc.	160702493	5	\$276,697.97	\$249,139.08	\$27,558.89	\$106,168.00	\$78,609.11	\$27,558.89	\$9,094.47	\$7,716.52	\$1,377.95		
St. Charles	Riverside Pizza, Inc.	160702553	4	\$251,377.50	\$234,717.51	\$16,659.99	\$81,290.00	\$64,630.01	\$16,659.99	\$5,497.76	\$4,664.77	\$832.99		
St. Charles	SAINT CHARLES SPORTS, LLC	160702605	5	\$416,990.42	\$386,561.33	\$30,429.09	\$118,337.00	\$87,908.16	\$30,428.84	\$10,041.51	\$8,520.07	\$1,521.44		
St. Charles	SCMC ENTERPRISES, INC.	190702660	5	\$3,964.86	\$3,832.25	\$132.61	\$2,195.00	\$2,062.39	\$132.61	\$43.75	\$37.12	\$6.63		
St. Charles	St. Charles Lodge No. 1368, Loyal Order of Moose	160802392	5	\$99,377.06	\$86,733.35	\$12,643.71	\$34,571.00	\$21,927.19	\$12,643.81	\$4,172.50	\$3,540.30	\$632.20		
St. Charles	TAP HOUSE GRILL ST. CHARLES, LLC	170702248	5	\$233,747.54	\$213,908.05	\$19,839.49	\$71,133.00	\$51,293.51	\$19,839.49	\$6,547.05	\$5,555.08	\$991.97		
REPORT TOTAL:				16 Establishments	75	\$3,585,185.42	\$3,288,246.39	\$296,939.03	\$1,158,327.00	\$861,388.30	\$296,938.70	\$97,989.76	\$83,142.83	\$14,846.93

**ILLINOIS GAMING BOARD
VIDEO GAMING REPORT**

St. Charles

January 2012 - February 2020

3/16/2020

7:57 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	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	\$441,773.93	\$404,827.78	\$36,946.15	\$158,025.00	\$121,078.85	\$36,946.15	\$11,394.99	\$9,555.60	\$1,839.39
St. Charles	Alley 64, INC.	160702383	5	\$20,994,049.85	\$19,489,056.23	\$1,504,993.62	\$7,336,869.00	\$5,831,801.13	\$1,505,067.87	\$459,937.54	\$384,683.92	\$75,253.62
St. Charles	BK & MM VENTURES LLC	160702415	5	\$16,573,483.82	\$15,272,088.94	\$1,301,394.88	\$4,992,538.00	\$3,691,061.88	\$1,301,476.12	\$398,953.03	\$333,879.04	\$65,073.99
St. Charles	CRAZY FOX, LLC	170701805	5	\$2,210,420.25	\$1,992,459.23	\$217,961.02	\$683,200.00	\$465,238.98	\$217,961.02	\$68,639.43	\$57,741.33	\$10,898.10
St. Charles	DAWN'S CAFE, LTD.	160702454	2	\$913,146.11	\$834,311.01	\$78,835.10	\$294,396.00	\$215,559.55	\$78,836.45	\$23,974.92	\$20,033.05	\$3,941.87
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	\$992,243.76	\$903,810.02	\$88,433.74	\$367,686.00	\$279,252.26	\$88,433.74	\$28,581.10	\$24,159.43	\$4,421.67
St. Charles	HEALTH NUTS, LTD.	180702391	5	\$1,626,998.04	\$1,492,452.78	\$134,545.26	\$620,035.00	\$485,489.74	\$134,545.26	\$42,021.10	\$35,293.75	\$6,727.35
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	\$4,864,648.74	\$4,447,484.57	\$417,164.17	\$1,487,407.00	\$1,070,242.83	\$417,164.17	\$127,533.75	\$106,675.32	\$20,858.43
St. Charles	MARK VII HOSPITALITY LIMITED	170702225	5	\$12,835,090.57	\$11,866,374.25	\$968,716.32	\$3,764,486.00	\$2,795,743.18	\$968,742.82	\$301,317.03	\$252,879.77	\$48,437.26
St. Charles	NLHM Inc.	160702847	4	\$3,466,143.44	\$3,191,221.01	\$274,922.43	\$928,090.00	\$653,167.57	\$274,922.43	\$85,038.23	\$71,291.97	\$13,746.26
St. Charles	Northwoods Pub & Grill Inc.	160702493	5	\$13,039,996.78	\$11,929,073.78	\$1,110,923.00	\$4,369,681.00	\$3,258,758.00	\$1,110,923.00	\$339,797.49	\$284,251.17	\$55,546.32
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	4	\$6,906,150.84	\$6,337,440.41	\$568,710.43	\$2,322,218.00	\$1,753,278.51	\$568,939.49	\$175,781.94	\$147,334.89	\$28,447.05
St. Charles	SAINT CHARLES SPORTS, LLC	160702605	5	\$10,106,581.81	\$9,323,380.82	\$783,200.99	\$2,955,065.00	\$2,171,862.75	\$783,202.25	\$241,591.17	\$202,430.95	\$39,160.22
St. Charles	SCMC ENTERPRISES, INC.	190702660	5	\$3,964.86	\$3,832.25	\$132.61	\$2,195.00	\$2,062.39	\$132.61	\$43.75	\$37.12	\$6.63
St. Charles	St. Charles Lodge No. 1368, Loyal Order of Moose	160802392	5	\$6,144,741.52	\$5,582,764.17	\$561,977.35	\$2,079,338.00	\$1,517,360.55	\$561,977.45	\$171,433.88	\$143,334.75	\$28,099.13
St. Charles	TAP HOUSE GRILL ST. CHARLES, LLC	170702248	5	\$4,496,666.41	\$4,162,352.27	\$334,314.14	\$1,391,742.00	\$1,057,425.86	\$334,316.14	\$104,608.17	\$87,892.18	\$16,715.99
REPORT TOTAL:				\$111,329,735.53	\$102,465,033.59	\$8,864,701.94	\$35,608,093.00	\$26,742,974.99	\$8,865,118.01	\$2,725,109.14	\$2,281,859.02	\$443,250.12

Attachments *(please list):*

E-4 Liquor Application, Special Events Application, Amplification Application

Recommendation/Suggested Action *(briefly explain):*

Recommendation to approve a proposal for a parking closure, amplification, and a Class E4 Liquor License for the Pollyanna Summer Soiree to be held in City Parking Lot *Second Court*, St. Charles on July 18, 2020 from 3:00 pm to 11:00 pm, and subject to any governmental sanctions regarding public gatherings, social distancing, etc., pertaining to COVID-19.

For Office Use
 Received:
 Fee Paid: \$
 Receipt #

CITY OF ST. CHARLES
 TWO EAST MAIN STREET NON-REFUNDABLE
 ST. CHARLES, ILLINOIS 60174-1984



**CITY LIQUOR DEALER LICENSE APPLICATION
 CLASS E4 – CITY OWNED PROPERTY PERMIT EVENT**

Pursuant to the provisions of Chapter 5.08, Alcoholic Beverages, of the City of St. Charles Municipal Code regulating the sale of alcoholic liquors in the City of St. Charles, State of Illinois and all amendments thereto now in force and effect.

The undersigned hereby makes application for a Liquor Dealer License,
 Commencing JULY 18, 2020 and ending JULY 18, 2020
 Start Time: 3:00P End Time: 11:00P
 Location of Event: PARKING LOT OF 100-106 S. RIVERSIDE AVE

Name of Business POLLYANNA BREWING COMPANY
 Address of Business 106 S. RIVERSIDE AVE, ST CHARLES Business Phone 630-549-7372
 5.08.050A1 Circle Choice to Show: Individual Partnership Corporation Other: _____
 Has Applicant had a Class E4 License in the current fiscal year? NO. If YES, on what date: _____

Requirements of a Class E4 – City Owner Property Permit Event

1. **The Class E4 license fee is \$100.00 per day.**
2. Class E-4 Temporary License Permits shall authorize the retail sale of beer and wine or the retail sale of alcoholic liquor for consumption on the premises
3. It shall be unlawful for any person holding a Class E-2 license or E-4 license issued pursuant to this chapter to sell, offer for sale or to give away, in or upon any licensed premises, any alcoholic liquor between the hours of 12:00 midnight and 10:00 a.m. on Monday, Tuesday, Wednesday, Thursday, Friday, Saturday and Sunday.
4. This license shall be issued only for special events or catered functions where the dispensing of food predominates.
5. The issuance of the Class E4 Temporary License Permit shall be at the discretion of the Local Liquor Control Commissioner, with advice and consent of City Council.
6. Application for a Class E4 Temporary License Permit shall be submitted 45 days in advance of a scheduled date.
7. There shall be no Class E-4 Temporary License permits issued during the second full week of October, beginning 12:00 a.m. Friday and ending 12:00 a.m. Monday.
8. A minimum of three (3) liquor supervisors shall monitor liquor service during all times of operation. **Please provide a list of all supervisors with this application.**
9. Licensee must rope/fence off the licensed premises.
10. Each patron **must wear a wristband** after having identification checked for legal alcohol consumption age.
11. Are children/minors permitted in the licensed premises? Y
12. A sign limiting alcoholic consumption to the roped off area must be conspicuously displayed at all times.
13. **Each server of alcohol must be BASSET certified – need copy of BASSET certification.**
14. A copy of site plan diagram to include roped area shall accompany this application.
15. All security/police resources needed shall be attached to this application with approval of the Chief of Police before final issuance by Liquor Commissioner.

Affidavit

State of Illinois)
 County of Kane)

I/We, being duly sworn, that information contained in this application is true to my/our own knowledge and that the statements set forth are of my/our own free will. I/We solemnly swear that I/we will not violate any of the laws of the United States, the State of Illinois or the City Ordinances of the City of St. Charles.

Signed: [Signature] Signed: _____

Sworn to before me this 24 day of JANUARY, 2020

Notary Public [Signature]

ENDORSEMENT OF THE LIQUOR CONTROL COMMISSIONER

Approved: [Signature] Date: 2-11-20 Chief of Police: [Signature]

Approved: _____ Date: _____ Liquor Commissioner: _____

RECEIVED
FEB - 7 2020

Building & Code Enforcement
St. Charles, IL

CITY OF ST CHARLES

SPECIAL EVENT APPLICATION

THIS FORM MUST BE COMPLETED IN
FULL & SUBMITTED 90 or 30 DAYS PRIOR TO THE EVENT



Permit No. 202000143 Date of Meeting: 2/13/20 Revised date 06/06/2018

Name of the Event: POLLYANNA SUMMER SOIREE Date(s) of Event: JULY 18, 2020

Special Event Application – 90 Days

The Special Event Application is due to the City of St. Charles a minimum of ninety (90) days prior to the event if it requires closure of public streets, use of public parking lots, or the service of alcoholic beverages that requires a liquor license to be granted. The 90-day time period allows sufficient time to evaluate the request and provide a recommendation to the City Council for its consideration.

Special Event Application – 30 Days

The Special Event Application is due to the City of St. Charles, at a minimum, thirty (30) days prior to the event if it does not require closure of public streets, use of public parking lots, or the service of alcoholic beverages that requires a liquor license to be granted.

A copy of the Application and Funding of Special Events is attached for your information.

Special Event Submittal Check List

Special Event Application

- Section 1 – Task List and Due Dates –90 day or 30 day submittal
- Section 2 – General Information
- Section 3 – Permits
- Section 4 – Site Plan and/or Route Map
- Section 5 – Emergency Phone Tree and Contact
- Section 6 – Emergency Crisis Management Procedures
- Section 7 – Retail Merchants
- Section 8 – St. Charles Police Department – Request for Police Services
- Section 9 – Hold Harmless Agreement
- Any outstanding funds owed to the City of St. Charles

Application(s) for other permit(s) (See answers in Section 3)

- Loudspeaker/Amplifier License Application and Submittal Fee
 - \$5 per day
- Class E Liquor License Application and Submittal Fee
 - \$50 per day – E-1 (Not-for-Profit)
 - \$100 per day – E-2 (Special Civic Event)
- Carnival License Application and Submittal Fee
 - \$30 each – Rides
 - \$20 each – Amusement Stands, Food Stands, Entertainment Shows, Other

If your event takes place in downtown St. Charles you are to complete an application through the St. Charles Downtown Partnership.

Received:	Fee Paid: \$
Receipt #	Check #

SECTION 1 - TASK LIST AND DUE DATES

Use this form to determine the date each of these tasks needs to be completed. For tasks that do not apply, please mark "N/A" in the Due Date column. If the Due Date falls on a weekend or holiday, the Due Date becomes the next normal business day. However, this does not affect the other Due Dates, as they are only dependent on the date of the special event.

Task to be completed for Events that require 90 days (All items due to City unless noted)	Days Due Before Event	Due Date
Date of the Special Event	- N/A -	
If event takes place in downtown St. Charles you are to complete an application through the St. Charles Downtown Partnership.	120 days	
Submit Special Event Application	90 days	
Payment of any outstanding funds due to the City of St. Charles	At time of submittal	
Provide verification of organization legal status, i.e. NFP, Partnership, Corporation A copy of 501(C)3 document is to be submitted with application.	At time of submittal	
Submit Class E Liquor License Application	90-days	
Submit Outdoor Sales Permit Application	90-days	
Submit Loudspeaker/Amplifier License Application	90-days	
Submit Raffle Permit Application (Kane & DuPage County)	At time of submittal	
Submit Carnival License Application	90 days	
Submit Fireworks Permit Application	60 days	
Submit Original Certificate of Insurance	21 days	
Submit copies of other required permits	At time of submittal	
Emergency Phone Tree	At time of submittal	
Emergency /Crisis Management Procedures	At time of submittal	
Submit Listing of Participating Retail Merchants/Applicable Food Vendors to Finance Department using Pre-Defined Form in Excel format	14 days	
Notify residents/businesses of special event	14 days	

City Services Requested:			Comments
Police	Yes	No	
Fire/EMS	Yes	No	
EMA	Yes	No	
Public Services	Yes	No	
Electric	Yes	No	
Water	Yes	No	

Other:	Yes	No	
Task to be completed for Events that require 30 days (All items due to City unless noted)		Days Due Before Event	Due Date
Date of the Special Event		- N/A -	
Submit Special Event Application		30 days	
Payment of any outstanding funds due to the City of St. Charles		At time of submittal	
Provide verification of organization legal status, i.e. NFP, Partnership, Corporation A copy of 501(C)3 document is to be submitted with application		At time of submittal	
Submit Raffle Permit Application (Kane & DuPage County)		At time of submittal	
Submit Outdoor Sales Permit Application		At time of submittal	
Submit Original Certificate of Insurance		21 days	
Submit copies of other required permits		At time of submittal	
Emergency Phone Tree		At time of submittal	
Emergency /Crisis Management Procedures		At time of submittal	
Submit Listing of Participating Retail Merchants/Applicable Food Vendors to Finance Department using Pre-Defined Form in Excel format		14 days	
Notify residents/business of special event		14 days	

City Services Requested:			Comments
Police	Yes	No	
Fire/EMS	Yes	No	
EMA	Yes	No	
Public Services	Yes	No	
Electric	Yes	No	
Water	Yes	No	
Other:	Yes	No	

SECTION 2 – GENERAL INFORMATION Permit No. 202000143

Name of Event: POLLYANNA SUMMER SOIREE

Type of Event: Parade Walk/Run/Bike Festival Other

Location of Event: PARKING LOT ALONG ILLINOIS AVE FOR 106 S. RIVERSIDE

Date(s) of Event: 7/18/2020 Hours of Event: 3:00P to 11:00P Estimated Attendance: 500-800

Event Website: WWW.POLLYANNABREWING.COM

Purpose of the event: SHOWCASE POLLYANNA BEER w/ LOCAL FOOD & MUSIC.

Name of sponsoring organization(s): POLLYANNA BREWING COMPANY (C CORP)

Please list the organization's legal status (i.e. NFP, Partnership, and Corporation) : **A copy of the 501(C)3 document is to be submitted with application.**

(Documentation will need to be submitted providing status)

Type of Entity	Check Box that Applies	City Supporting - Existing Event	City Support – New Event
Governmental Entity		100%	100%
Private/For Profit Entity	<input checked="" type="checkbox"/>	0%	0%
Non-Governmental/Non-Profit Entity		50%	0%

Contact person from sponsoring organization: RYAN WEIDANCE

Organizer address: 106 S. RIVERSIDE AVE.

City: ST. CHARLES State: IL Zip: 60174

Home Phone: n/a Cell Phone:  E-mail: RYAN@POLLYANNABREWING.COM

Second contact person (emergency): CONRAD HURST Phone: 

Is this an annual event? YES NO If yes, please provide event date(s) for next year: _____

If the event is a recurring event, please state any problems and/or incidents that have occurred in past years, such as sound amplification, neighborhood parking complaints, etc.

n/a

What, if anything, are you doing to rectify the problem(s)?

n/a

SECTION 3 - PERMITS

Will you be having a fireworks display are your event? YES NO

If yes, you have to submit a **Fireworks Permit Application** sixty (60) days prior to the event. Please contact the St. Charles Fire Department to complete the application.

Does your event include the use of a tent? YES NO

If yes, you must submit an **Outdoor Sales Permit Application** ninety (90) days prior to the event. Please visit www.stcharlesil.gov, or contact Building and Code Enforcement to obtain an outdoor sale permit application.

Will you be using speakers and/or sound equipment at your event? YES NO

If yes, you must submit a **Loudspeaker/Amplifier License Application** ninety (90) days prior to the event. Please visit www.stcharlesil.gov, or contact the Mayor's Office to obtain a loudspeaker/amplifier license application.

Are you holding a raffle at your event? YES NO

If yes, you may have to submit a **Raffle Permit Application**. For the raffle permit application for Kane County, please visit www.co.kane.il.us/COC, or contact the Kane County Clerk's Office at 630.232.5950. For the raffle permit application for DuPage County, please visit http://www.dupageco.org/countyclerk/generic.cfm?doc_id=631 or contact the DuPage County Clerk's Office at 630-407-5500.

Will you serve alcohol at your event? YES NO

If yes, you must submit **Class E Liquor License Application** ninety (90) days prior to the event. Please visit www.stcharlesil.gov, or contact the Mayor's Office to obtain a Class E liquor license application.

Will there be amusement rides at the event? YES NO

If yes, you must submit **Carnival License Application** ninety (90) days prior to the event. Please visit www.stcharlesil.gov or contact the Mayor's Office to obtain a carnival license application.

Will you serve food at your event? YES NO

If yes, please indicate the number of vendors 3

Note: A list of food vendors must be submitted prior to the inspection of your event.

Are you requesting the use of any other city-owned property, i.e. parking lots, etc.? YES NO

If yes, please indicate the property that you are requesting to use.

PORTION OF PARKING LOT AT 100-106 RIVERSIDE AVE

Would you like to request the closing of city streets? YES NO

If yes, please fill in the following information or submit a route map along with this application:

Will a drone be used? YES NO

If yes, please fill in the name of the pilot: _____

STREET	FROM	TO	DATES	TIMES
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Does your event require the use of city sidewalks? YES NO

Does your event require temporary electric service? YES NO

- If yes, please indicate location(s) electric is needed on next sheet.

Does your event require temporary water/hydrant meter? YES NO

- If yes, please indicate locations(s) for hydrant meter(s) on next sheet.

SECTION 4 - SITE PLAN AND/OR ROUTE MAP

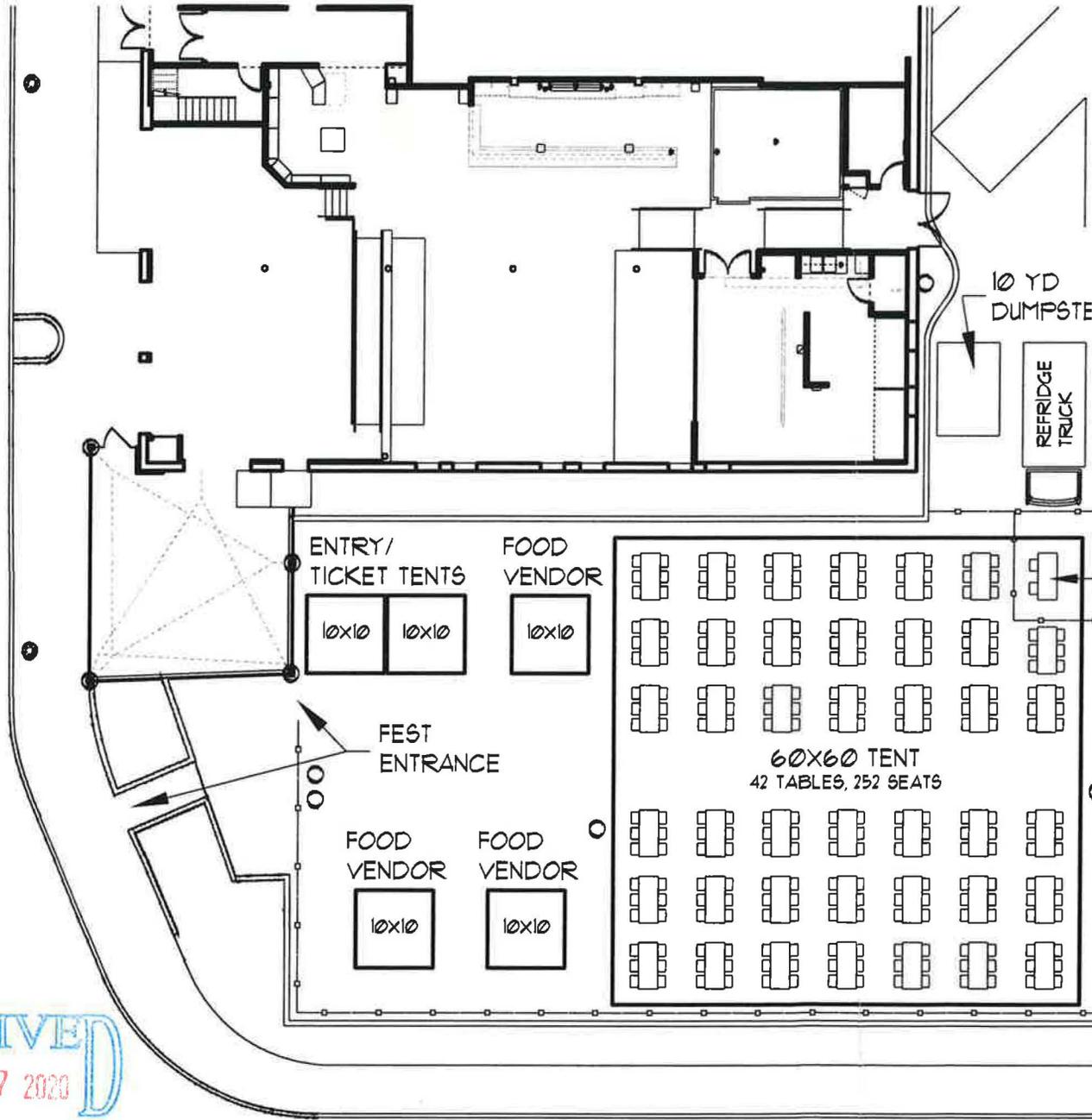
Please use the space below to illustrate the layout for your event. If you need additional space, please attach a separate sheet.

SEE SITE PLAN

If applicable, the following must be included:

- | | |
|--------------------------------------|--|
| Location of food vendors (FV) | Location and number of barricades (B) |
| Location of beverage vendors (BV) | Location of fire lane (FL) |
| Location of garbage receptacles (G) | Location of fire extinguishers (FE) |
| Location of toilets (T) | Public entrances and exits (PE) |
| Location of hand washing sinks (HWS) | Location of sound stages and amplified sound (S) |
| Location of retail merchants (RM) | Location of residential streets surrounding events |
| Location of First Aid (FA) | Electric (E) |
| | (Hydrant Meter (H20)) |

S. RIVERSIDE AVENUE



RECEIVED
FEB - 7 2020
Building & Code Enforcement
St. Charles, IL

Site Plan
SCALE - 1" = 20'-0"
NORTH

ILLINOIS AVENUE

Section 5 – Emergency Phone Tree

Please use the space below to illustrate the Emergency Phone Tree for your event or submit a separate form detailing your Emergency Phone Tree. If you need additional space, please attach a separate sheet.

Event Title POLLYANNA SUMMER SOURCE Date(s) of Event JULY 18, 2020

Emergency Contact Information

Primary Contact: RYAN WEIONCE Secondary Contact: PAUL CICIORA

Title: CFO Title: PRESIDENT

Phone No: [REDACTED] Phone no.: [REDACTED]

Tertiary Contact: CONRAD HURST Operations Manager: ED MMLNAR

Title: LANDLORD/PARTNER Title: VP-OPERATIONS

Phone No [REDACTED] Phone no.: [REDACTED]

Site Managers and miscellaneous contacts

Location: POLLYANNA Location: POLLYANNA

Date(s): JULY 18, 2020 Date(s): JULY 18, 2020

Name: NICK MILLER Name: BRIAN PAWOLA

Phone # [REDACTED] Phone #: [REDACTED]

Location: POLLYANNA Location: _____

Date(s): JULY 18, 2020 Date(s): _____

Name: CURT HURST Name: _____

Phone # [REDACTED] Phone # _____

Location: _____ Location: _____

Date(s): _____ Date(s): _____

Name: _____ Name: _____

Phone #: _____ Phone # _____

Section 6– Emergency or Crisis Management Procedures

Please submit your Emergency or Crisis Management Procedures for your event or use the provided example. If you need additional space, please attach a separate sheet.

Emergency/Crisis Management Procedures

1. In the case of any incident, accident or anything deemed "out of the ordinary" (including inclement weather and its potential affects on patrons, property and/or equipment). POLYANNA BREWING CO has designated RYAN WELNER with the responsibility of being the CRISIS MANAGER (CM). This position will empower the designated person to make decisions on behalf of POLYANNA BREWING CO, coordinate with local authorities for an action plan and to make any statements to the press (if applicable).
2. In the case of any incident, accident or anything deemed "out of the ordinary" (including inclement weather and its potential affects on patrons, property and/or equipment) ALL POLYANNA BREWING CO. staff will be instructed to:
 - a. Act as quickly and professionally as possible;
 - b. To contact their immediate supervisor and/or the on-site POLYANNA BREWING management representative;
 - c. Have as much factual information available as possible – not to speculate as to the cause of the incident, accident, etc., unless requested by the CM;
 - d. Follow the directions of the immediate supervisor and/or the on-site POLYANNA BREWING CO. management representative explicitly;
 - e. Recommend that people leave the area first, or at the very least go to their vehicles. If unable to evacuate (staff, disabled, families, etc.) use the lower levels of the parking decks. (West Side, Walnut Street & 1st Street), (East Side, Walnut Avenue & 3rd Avenue). In the event of Tornado Warnings on Saturday and Sunday, Park District staff will open the Pottawatomie Park Community Center so people can seek shelter there, if desired;
If at a location with food, vendors and/or ride operators: turn off all power, gas and grills so unattended energy sources do not catch on fire.
3. These steps should be taken immediately following any incident/accident:
 - a. Get medical help to the parties involved (if applicable);
 - b. Work with sound/announcer, lighting, etc. to inform the patrons of necessary information and/or divert the patron's attention;
 - c. Resume scheduled activity as soon as possible (subject to #5 below);
 - d. Call the police or other authorities and report any accident;
 - e. Identify witnesses to the incident to obtain statements if necessary;
 - f. Contact a Site Manager for an Incident Report.
4. The CM will communicate to all staff, volunteers, and other personnel that all communication with the press, police, or any other authority will be handled solely by the CM. Police may request information from event personnel and everyone associated with POLYANNA BREWING CO. will cooperate with the police department. We will not interfere with police investigations and/or action plans and we will provide the police with materials available upon their request. Any and all materials requested should not be given out until copies of all information can be reproduced for POLYANNA BREWING CO.
5. The CM will consult with the local authorities. If it is determined conditions are so extreme the festival cannot continue, the CM will consult with POLYANNA BREWING CO. to discuss alternatives.
6. An official statement will be written and given to the CM as soon as it can be formulated by POLYANNA BREWING CO. management. No personnel or staff should offer any information to any

media other than the provided statement. No media questions should be answered unless otherwise instructed.

7. Always remember to follow these guidelines:
 - a. Keep as cool and calm as possible;
 - b. Cooperate fully with the authorities. Be as accurate as possible, don't speculate with anyone, including POLLYANNA BREWING CO. personnel;
 - c. Direct any and all media questions to CM, and only read official statements prepared by POLLYANNA BREWING CO. Management;
 - d. Use common sense. Think before you act, and always be professional;
 - e. Fill out a Festival Incident Report as accurately as possible;
 - f. Get a copy of the Incident Report from the police and a report from the hospital (if applicable).

Additional Notes:

SECTION 7 – RETAIL MERCHANTS

It is the responsibility of the event organizer to ensure that all participating retail merchants are properly collecting, reporting and filing City sales taxes from sales generated at the event, in accordance with State Statutes. The City’s current sales tax rate is 8%. Sales tax collections and forms are to be submitted to the State and not the City. For further information on how and where tax payments are to be submitted, please contact the Illinois Department of Revenue Registration Office at 1-800-732-8866.

Please answer the following question regarding the use of retail merchants in conjunction with your event:

Will your event include:

- Merchants selling retail merchandise? YES: X NO: _____
- Food and/or beverages for immediate consumption? YES: X NO: _____

If no, no further action is necessary.

If yes to either, you must provide a list of all participating vendors, including business name, address and State IBT number to the City’s Finance Department within 14 days of the event. A sample form in Excel format will be emailed to the event organizer’s email address. In addition, you must read and sign the following certification:

I understand that it is my responsibility to ensure that all retail merchants and/or food and beverage vendors participating in this event are aware of the rules and requirements for properly collecting and remitting any City sales taxes generated from sales at this event. I will provide the City with a complete listing of all merchants, including their name, address and State IBT number, within 14 days of the event.

Signature: 

Date: JAN 24, 2020

Name: RYAN M. WEIDNER

Title: CFO

SECTION 8 – St. Charles Police Department – Request for Police Services



ST. CHARLES POLICE DEPARTMENT
REQUEST FOR POLICE SERVICES

DATE SUBMITTED: _____
RYAN WEIDNER
 Individual Requesting Services
POLYANNA BREWING COMPANY
 Person/Organization to be Billed
106 S. RIVERSIDE AVE.
 Address
ST. CHARLES, IL 60174
 City/State/Zip Code

n/a
 Home Telephone
630-549-7372
 Business Telephone

 Signature [Signature]

St. Charles PD has the authority to determine the number of officers needed based on the circumstances and conditions of the event. I hereby agree to reimburse the city of St. Charles for all compensation paid to its officers for the services and at the rates described above.

Signature of Person Agreeing to Pay [Signature]

TYPE OF EVENT: BEER, MUSIC, & FOOD FESTIVAL
 LOCATION: PARKING LOT OF 100-106 S. RIVERSIDE AVE.

DATE(S)	TIME(S)	NUMBER OF OFFICERS REQUESTED
<u>7-18-2020</u>	<u>3:00P</u> to <u>11:00P</u>	<u>AS NEEDED</u>
	to	
	to	
	to	

HOURLY RATE – TIME & 1/2
 NUMBER EXPECTED TO ATTEND 500-800

***** DO NOT WRITE BELOW THIS SPACE *****

APPROVED: _____ DISAPPROVED: _____ DATE: _____

Comments: _____

Approved By: _____

OFFICER SIGNUP SECTION HOURLY RATE – TIME & 1/2

DATE	TIME	OFFICERS REQUESTED	NAME	NAME
	to			

Billing to City of St. Charles

Verified by: _____ Date: _____

SECTION 9 – INDEMNIFICATION/HOLD HARMLESS

In consideration of the City of St. Charles permitting the POLLYANNA BREWING CO
(name of organization)
 (“Organization”) to conduct POLLYANNA SUMMER SOIREE (“Event”), the Organization
(name of event)
 recognizes, acknowledges and assumes any and all risks arising from or in any way
 related to the Event.

To the fullest extent permitted by law, the Organization hereby agrees to defend,
 indemnify and hold harmless the City of St. Charles, its officers, officials, employees and
 agents from and against all injuries, deaths, losses, damages, claims, suits, liabilities,
 judgments, cost, and expenses (including all attorney’s fees and costs), arising from, or
 resulting from or in any way related, directly and/or indirectly to the Event, except that
 arising out of the sole legal cause of the City of St. Charles, its officers, officials,
 employees and agents.

The Organization shall, at its own expense, appear, defend and pay all charges of
 attorneys and all costs and other expenses arising there from or incurred in connection
 therewith, and, if any judgment shall be rendered against the City of St. Charles, its
 officers, officials, employees and/or agents, in any such action, the Organization at its
 own expense shall satisfy and discharge same.

The invalidity of any provision(s) of this INDEMNIFICATION/HOLD
 HARMLESS or unenforceability of any of its provisions shall not affect the validity or
 enforceability of the remainder of this INDEMNIFICATION/HOLD HARMLESS.

The Organization and the authorized signatory below warrant and represent that
 the authorized signatory below has full authority to execute and submit this application,
 including, but not by way of limitation, the INDEMNIFICATION/HOLD HARMLESS

provisions contained herein.

The Organization and the authorized signatory below agree to inform the City of St. Charles of any changes in the application at least thirty (30) days prior to the event.

POLYANNA BREWING COMPANY
(Name of Organization)

JAN 24, 2020
(Date)

by [Signature]
Authorized Signatory

Signed and sworn to before me this 24 day of JANUARY, 2020.

[Signature]
Notary Public



All applications must be signed and notarized.

After submitting all forms, your application will be reviewed by City staff. All departments that will be involved in providing services or permits for the event will be notified. **Please do not assume that all aspects of the event will be approved. You may be asked to make some changes to your plan based on the availability of services and scheduling of other events.**

The City of St. Charles reserves the right to cancel any event at any time for reasons deemed necessary by the City Council and/or City Administrator.

Deliver All Completed Items to:
City of St. Charles
Attn: Building & Code Enforcement
2 E. Main Street
St. Charles, IL 60174



Pollyanna Summer Soiree

Proposed Date: Saturday July 18, 2020, 3:00P-11:00P

Proposed Site: South portion of parking lot at 100-106 S. Riverside Ave.

Pollyanna looks to host a summer beer and music event at its St. Charles location. We have hosted a total of 12 public events similar to the proposed event in years past at the other locations and have refined the event to provide an enjoyable, safe experience to those attending. Attendance is expected to be 500-800 attendees based on similar events held in years past, many that are expected to be traveling from outside the immediate area. Despite having a focus around beer, this event has proven to be suitable for families with children of all ages.

Proposal:

Attendees will pay a \$10 admission fee at the gate which will gain them access to all music acts for the afternoon/evening, access to the local food vendors that will be on site serving, and will gain them a 16oz souvenir cup that they can fill throughout the event. Attendees will enter and exit through one designated gate on the southwest end of the parking lot. At the entrance, all attendees will present ID to prove age. Those over 21 years of age will be provided with a wrist band to allow for alcohol purchase and consumption at the event. Those under 21 will not be provided a wrist band. All staff members working the fest will have BASSETT certification.

The Pollyanna Taproom will remain open to the public and will not be part of the fest.

Pets will be prohibited given the large anticipated crowd.

Attendees will purchase drink tickets at 2 designated areas within the event for \$5 (per ticket) that will allow them a single fill of their souvenir cup at the beer tent. Several Pollyanna beer options will be available for purchase.

Food can be purchased directly from the food vendors within the event.

The event will host a series of music acts on a stage, sound system, and stage lighting contracted out by Pollyanna. The music acts will include three local musicians/bands playing for two hours each and will mostly play cover songs covering all genres and age groups. Pollyanna will contract out all acts. All music will be concluded by 10:30P.

Restroom facilities will be contracted by Pollyanna to accompany the crowd (10-20 porta-potties including ADA) and hand washing stations.

We anticipate that attendees will park in the various public parking lots throughout downtown. We have had discussions with the Downtown Business Alliance, the Chamber of Commerce, Arcada Theater, Flagship on the Fox, and The House Pub to confirm that no other major events are happening downtown during the proposed day and time of the fest.

Tenting will be rented by Pollyanna to accommodate attendees for either hot temperatures or rain; a total of 3,600 sq. ft. of tenting with tables and seating for 250-300 is planned.

Generator power, rented by Pollyanna, is planned for the stage and other stations requiring power.

Pollyanna will seek City services, if available, for the following: security officers for crowd control and trash receptacles. We can also seek these needed services from private, third party companies if needed.



ADDITIONAL REMARKS SCHEDULE

AGENCY Cincinnati Insurance Company		NAMED INSURED Pollyanna Brewing Company 431 TALCOTT AVE LEMONT, IL 60439-3744 COOK COUNTY	
POLICY NUMBER SEE PAGE 1		EFFECTIVE DATE: SEE PAGE 1	
CARRIER SEE PAGE 1	NAIC CODE SEE P 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
 Liquor Liability: Each Common Cause Limit- \$1,000,000; Aggregate Limit-\$1,000,000

Event:
 Pollyanna Summer Soiree
 Parking lot of 100-106 S. Riverside Ave.
 St. Charles, IL
 Event Date: July 18, 2020

Policy forms available upon request.

CITY OF ST. CHARLES
TWO EAST MAIN STREET
ST. CHARLES, ILLINOIS 60174-1984



DEPARTMENT: BUILDING & CODE ENFORCEMENT PHONE: 630.377.4406 FAX: 630.443.4638

LOUDSPEAKER/AMPLIFIER LICENSE APPLICATION

Important: this application must be fully and accurately complete.

1. License term: FROM July 18, 2020 TO July 18, 2020 Number of Days 1
2. Applicant is: Corporation Partnership Individual
3. Applicant's Name Pollyanna Brewing Company Telephone # 630-402-8212
D/B/A _____ Email address ryan@pollyannabrewing.cc
Address 106 S. Riverside Ave. City/State/Zip Bensenville, IL
4. Device Owner's Name Liquitt Solutions, Tom Chmielew Telephone [REDACTED]
Address 1070 Bryn Mawr Avenue City/State/Zip Bensenville, IL
5. Device(s) to be used, specific to power amplification (wattage) and output:
Stage speakers and sound system for live music in the parking lot . 6.400W
6. Area where device(s) is/are to be used:
Parking lot of 100-106 S. Riverside Avenue
7. Amplification system will be used for:
 Music
 Public Speaking
 Other (describe) _____
8. If used for music, what type (include name of artist/band if applicable):
Rock and Jazz cover bands. Bands tbd.

9. Time of day device(s) is/are to be used: 3:00P-11:00P

By signing this application, the applicant agrees to all the provisions of Chapter 9.24 of the City of St. Charles Municipal Code.

Applicant  Signature

The fee for such a license will be \$5.00 per day, payable when the application is submitted for review. The city's police chief will reserve the right to review the application, and in conjunction with the Public Health and Safety Committee, either approve or deny the license request.

Approved: _____

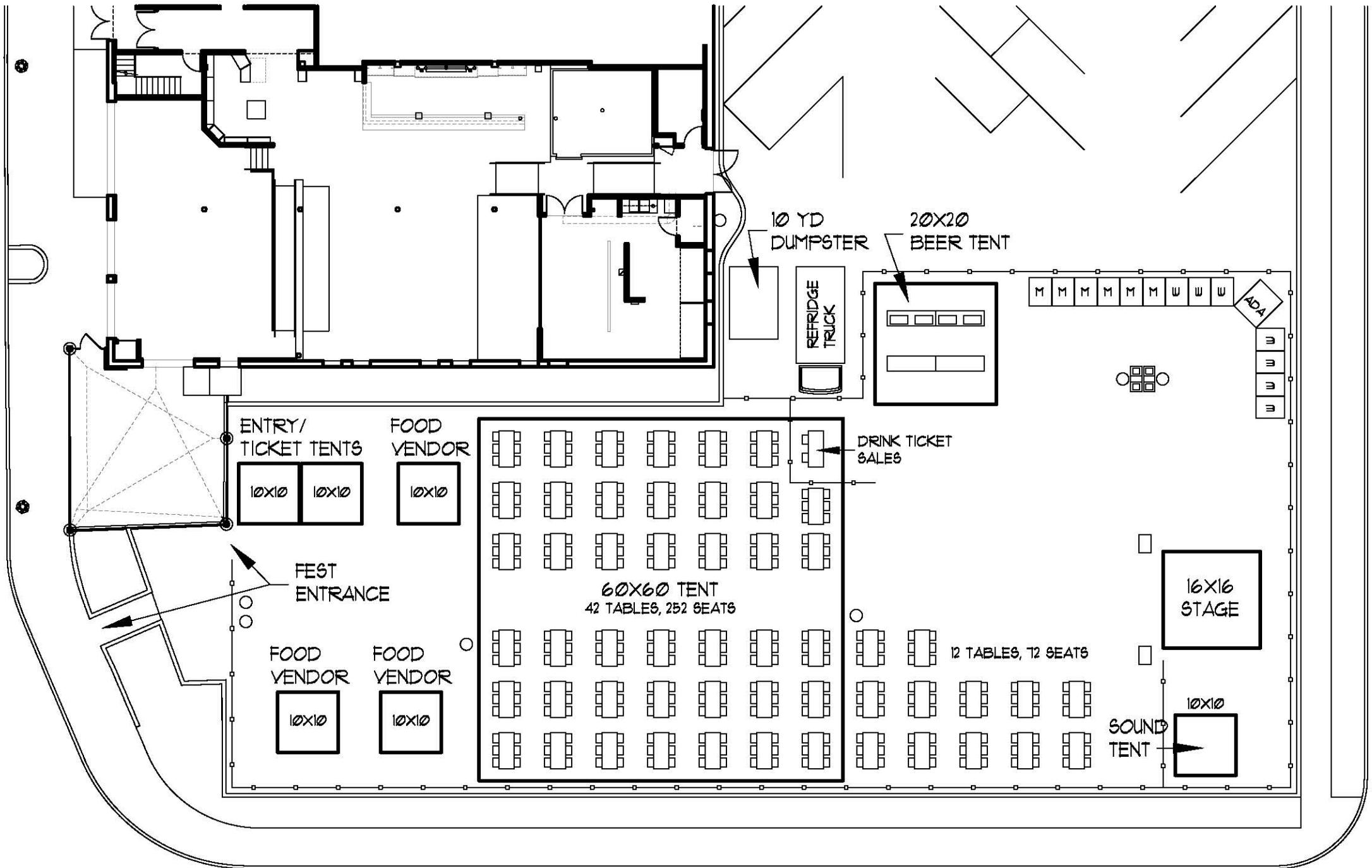
Denied: _____

by: _____
Chief of Police

Date: _____

S. RIVERSIDE AVENUE

S. 2ND AVENUE



Site Plan

SCALE - 1" = 20'-0"

NORTH

ILLINOIS AVENUE



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 5b

Title:	Recommendation to Approve a Proposal for a Road Closure, Amplification Permit, and Class E1 Liquor License for the St. Charles Craft Beer Festival to be held at Lincoln Park, St. Charles, on Saturday, May 30, 2020 from 12:00 to 5:00 pm
Presenter:	Police Chief Keegan

Meeting: Government Operations Committee Date: April 6, 2020

Proposed Cost: \$1,099.60 (PD) \$374.28 (PW) \$1,473.88 (TOTAL)	Budgeted Amount: \$	Not Budgeted: <input type="checkbox"/>
--	---------------------	--

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

St. Charles breweries, Riverlands Brewing Co. and D&G Brewing, are requesting to host a St. Charles Craft Beer Festival in Lincoln Park on Saturday, May 30, 2020, from 12:00 to 5:00 pm and obtain an E-1 License (not-for-profit). Proceeds from this event will benefit Project Mobility.

An amplification license for a band to perform is also being requested for this event, as well as the closure of 5th Street, from Main St. (Rt. 64) to Cedar Street, to be closed for the set-up and duration of this event: 9 a.m. – 5 p.m.

In addition to the aforementioned liquor license, amplification, and road closure requests, the event sponsor has been in contact with the Park District and secured the date in question for the event. All fees for any street closures, the use of barricades, City electric or City personnel will be absorbed by the Event sponsor. The sponsor has been instructed to be in contact with all the affected businesses in the immediate area as well as area residents.

This is the first year for this event; however, the model is expected to follow that of the previous Craft Brew Fest hosted by St. Charles Rotary in past years. Due to the expected number of participants, approximately 1,500, two police officers will be required to work this event.

A lanyard credentialing the service of alcohol using a regulator (32 1-oz portions are allowed per guest) will be employed distributed to each participant. A small souvenir type cup will be disseminated to each attendee, along with the lanyard. This is an over age-21 only event, expected to draw an adult crowd. The event officially begins at 1 p.m., however, VIP participants will be allowed to gain access to the event at noon.

Several local food vendors will be set-up in the park for participants to purchase food from throughout the event.

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.

Pursuant to this item being presented at the Government Operations Committee Meeting on April 6, 2020 to seek approval; it will be brought before the Liquor Control Commission at a meeting scheduled for 4:30 pm, the same day, to process and move it forward to this Committee. This item will then continue on to the City Council Meeting scheduled on April 20, 2020 for final approval.

Attachments *(please list):*

E-1 Liquor Application, Special Events Application, Amplification Application

Recommendation/Suggested Action *(briefly explain):*

Recommendation to approve a proposal for a road closure, amplification, and a Class E1 Liquor License for the St. Charles Craft Beer Festival to be held at Lincoln Park, St. Charles on May 30, 2020 from 12:00 pm to 5:00 pm, and subject to any governmental sanctions regarding public gatherings, social distancing, etc., pertaining to COVID-19.

**CITY OF ST CHARLES
SPECIAL EVENT APPLICATION
THIS FORM MUST BE COMPLETED IN
FULL & SUBMITTED 90 or 30 DAYS PRIOR TO THE EVENT**



Permit No. _____ Date of Meeting: _____ Revised date 06/06/2018 **May 30, 2020**

Name of the Event: **ST. CHARLES CRAFT BEER FESTIVAL** Date(s) of Event: **XXXXXX**

Special Event Application – 90 Days

The Special Event Application is due to the City of St. Charles a minimum of ninety (90) days prior to the event if it requires closure of public streets, use of public parking lots, or the service of alcoholic beverages that requires a liquor license to be granted. The 90-day time period allows sufficient time to evaluate the request and provide a recommendation to the City Council for its consideration.

Special Event Application – 30 Days

The Special Event Application is due to the City of St. Charles, at a minimum, thirty (30) days prior to the event if it does not require closure of public streets, use of public parking lots, or the service of alcoholic beverages that requires a liquor license to be granted.

A copy of the Application and Funding of Special Events is attached for your information.

Special Event Submittal Check List

- **Special Event Application**
 - Section 1 – Task List and Due Dates –90 day or 30 day submittal
 - Section 2 – General Information
 - Section 3 – Permits
 - Section 4 – Site Plan and/or Route Map
 - Section 5– Emergency Phone Tree and Contact
 - Section 6 – Emergency Crisis Management Procedures
 - Section 7 – Retail Merchants
 - Section 8 – St. Charles Police Department – Request for Police Services
 - Section 9 – Hold Harmless Agreement
 - Any outstanding funds owed to the City of St. Charles
- Application(s) for other permit(s) (See answers in Section 3)**
 - Loudspeaker/Amplifier License Application and Submittal Fee
 - \$5 per day
 - Class E Liquor License Application and Submittal Fee
 - \$50 per day – E-1 (Not-for-Profit)
 - \$100 per day – E-2 (Special Civic Event)
 - Carnival License Application and Submittal Fee
 - \$30 each – Rides
 - \$20 each – Amusement Stands, Food Stands, Entertainment Shows, Other

If your event takes place in downtown St. Charles you are to complete an application through the St. Charles Downtown Partnership.

Received:	Fee Paid: \$
Receipt #	Check #

SECTION 1 - TASK LIST AND DUE DATES

Use this form to determine the date each of these tasks needs to be completed. For tasks that do not apply, please mark "N/A" in the Due Date column. If the Due Date falls on a weekend or holiday, the Due Date becomes the next normal business day. However, this does not affect the other Due Dates, as they are only dependent on the date of the special event.

Task to be completed for Events that require 90 days (All items due to City unless noted)	Days Due Before Event	Due Date
Date of the Special Event	- N/A -	
If event takes place in downtown St. Charles you are to complete an application through the St. Charles Downtown Partnership.	120 days	
Submit Special Event Application	90 days	
Payment of any outstanding funds due to the City of St. Charles	At time of submittal	
Provide verification of organization legal status, i.e. NFP, Partnership, Corporation A copy of 501(C)3 document is to be submitted with application.	At time of submittal	
Submit Class E Liquor License Application	90-days	
Submit Outdoor Sales Permit Application	90-days	
Submit Loudspeaker/Amplifier License Application	90-days	
Submit Raffle Permit Application (Kane & DuPage County)	At time of submittal	
Submit Carnival License Application	90 days	
Submit Fireworks Permit Application	60 days	
Submit Original Certificate of Insurance	21 days	
Submit copies of other required permits	At time of submittal	
Emergency Phone Tree	At time of submittal	
Emergency /Crisis Management Procedures	At time of submittal	
Submit Listing of Participating Retail Merchants/Applicable Food Vendors to Finance Department using Pre-Defined Form in Excel format	14 days	
Notify residents/businesses of special event	14 days	

City Services Requested:			Comments
Police	Yes	No	
Fire/EMS	Yes	No	
EMA	Yes	No	
Public Services	Yes	No	
Electric	Yes	No	
Water	Yes	No	

Other:	Yes	No	
Task to be completed for Events that require <u>30 days</u> (All items due to City unless noted)		Days Due Before Event	Due Date
Date of the Special Event		- N/A -	XXXXXX 5/30/20
Submit Special Event Application		30 days	
Payment of any outstanding funds due to the City of St. Charles		At time of submittal	
Provide verification of organization legal status, i.e. NFP, Partnership, Corporation A copy of 501(C)3 document is to be submitted with application		At time of submittal	
Submit Raffle Permit Application (Kane & DuPage County)		At time of submittal	
Submit Outdoor Sales Permit Application		At time of submittal	
Submit Original Certificate of Insurance		21 days	
Submit copies of other required permits		At time of submittal	
Emergency Phone Tree		At time of submittal	
Emergency /Crisis Management Procedures		At time of submittal	
Submit Listing of Participating Retail Merchants/Applicable Food Vendors to Finance Department using Pre-Defined Form in Excel format		14 days	
Notify residents/business of special event		14 days	

City Services Requested:			Comments
Police	<u>Yes</u>	No	ONE POLIC OFFICER (AT THE DISCRETION OF ST. CHARLES PD)
Fire/EMS	Yes	No	
EMA	Yes	No	
Public Services	Yes	No	
Electric	Yes	No	
Water	Yes	No	
Other:	Yes	No	

SECTION 2 – GENERAL INFORMATION Permit No. _____

Name of Event: ST. CHARLES CRAFT BEER FESTIVAL PRESENTED BY RIVERLANDS BREWING CO AND D AND G BREWING

Type of Event: Parade Walk/Run/Bike Festival Other

Location of Event: LINCOLN PARK

Date(s) of Event: ~~XXXXXX~~ Hours of Event: 12pm to 5pm Estimated Attendance: 1500
5/30/20

Event Website: _____

Purpose of the event: TO BENEFIT PROJECT MOBILITY

Name of sponsoring organization(s): RIVERLANDS BREWING COMPANY AND D AND G BREWING

Please list the organization's legal status (i.e. NFP, Partnership, and Corporation): **A copy of the 501(C)3 document is to be submitted with application.**

(Documentation will need to be submitted providing status)

Type of Entity	Check Box that Applies	City Supporting - Existing Event	City Support - New Event
Governmental Entity		100%	100%
Private/For Profit Entity	X	0% 25%	0%
Non-Governmental/Non-Profit Entity	X	50% 75%	0%

Contact person from sponsoring organization: ALEXANDER DRAYER AND STEVE MARCK

Organizer address: 303 N. 4th ST. STE. A 4

City: ST. CHARLES State: IL Zip: 60174

Home Phone: (773) 203-2325 Cell Phone: _____ E-mail: dandgbrewery@gmail.com

Second contact person (emergency): [REDACTED] Phone: STEVE MARCK

Is this an annual event? YES NO If yes, please provide event date(s) for next year: _____

If the event is a recurring event, please state any problems and/or incidents that have occurred in past years, such as sound amplification, neighborhood parking complaints, etc.

1ST YEAR OF EVENT

What, if anything, are you doing to rectify the problem(s)?

SECTION 3 - PERMITS

Will you be having a fireworks display at your event? YES NO

If yes, you have to submit a **Fireworks Permit Application** sixty (60) days prior to the event. Please contact the St. Charles Fire Department to complete the application.

Does your event include the use of a tent? YES NO

If yes, you must submit an **Outdoor Sales Permit Application** ninety (90) days prior to the event. Please visit www.stcharlesil.gov, or contact Building and Code Enforcement to obtain an outdoor sale permit application.

Will you be using speakers and/or sound equipment at your event? YES NO

If yes, you must submit a **Loudspeaker/Amplifier License Application** ninety (90) days prior to the event. Please visit www.stcharlesil.gov, or contact the Mayor's Office to obtain a loudspeaker/amplifier license application.

Are you holding a raffle at your event? YES NO

If yes, you may have to submit a **Raffle Permit Application**. For the raffle permit application for Kane County, please visit www.co.kane.il.us/COC, or contact the Kane County Clerk's Office at 630.232.5950. For the raffle permit application for DuPage County, please visit http://www.dupageco.org/countyclerk/generic.cfm?doc_id=631 or contact the DuPage County Clerk's Office at 630-407-5500.

Will you serve alcohol at your event? YES NO

If yes, you must submit **Class E Liquor License Application** ninety (90) days prior to the event. Please visit www.stcharlesil.gov, or contact the Mayor's Office to obtain a Class E liquor license application.

Will there be amusement rides at the event? YES NO

If yes, you must submit **Carnival License Application** ninety (90) days prior to the event. Please visit www.stcharlesil.gov or contact the Mayor's Office to obtain a carnival license application.

Will you serve food at your event? YES NO

If yes, please indicate the number of vendors 5
 Note: A list of food vendors must be submitted prior to the inspection of your event.

Are you requesting the use of any other city-owned property, i.e. parking lots, etc.? YES NO

If yes, please indicate the property that you are requesting to use.

Would you like to request the closing of city streets? YES NO

If yes, please fill in the following information or submit a route map along with this application:

Will a drone be used? YES NO

If yes, please fill in the name of the pilot: _____

STREET	FROM	TO	DATES	TIMES
<u>N 5th ST</u>	<u>MAIN ST.</u>	<u>CEDAR ST.</u>	<u>XXX/XX/XX</u> <u>5/30/20</u>	<u>10am-6pm</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Does your event require the use of city sidewalks? YES NO

Does your event require temporary electric service? YES NO NOT SURE
 - If yes, please indicate location(s) electric is needed on next sheet.

Does your event require temporary water/hydrant meter? YES NO
 - If yes, please indicate location(s) for hydrant meter(s) on next sheet.

SECTION 4 - SITE PLAN AND/OR ROUTE MAP

Please use the space below to illustrate the layout for your event. If you need additional space, please attach a separate sheet.

PLEASE SEE ATTACHED

If applicable, the following must be included:

Location of food vendors (FV)
Location of beverage vendors (BV)
Location of garbage receptacles (G)
Location of toilets (T)
Location of hand washing sinks (HWS)
Location of retail merchants (RM)
Location of First Aid (FA)

Location and number of barricades (B)
Location of fire lane (FL)
Location of fire extinguishers (FE)
Public entrances and exits (PE)
Location of sound stages and amplified sound (S)
Location of residential streets surrounding events
Electric (E)
(Hydrant Meter (H20))

Section 5 – Emergency Phone Tree

Please use the space below to illustrate the Emergency Phone Tree for your event or submit a separate form detailing your Emergency Phone Tree. If you need additional space, please attach a separate sheet.

Event Title ST. CHARLES CRAFT BEER FESTIVAL Date(s) of Event ~~XXXXXX~~ 5/30/20

Emergency Contact Information

Primary Contact: ALEX DRAYER Secondary Contact: STEVE MARCK

Title: EVENT COORDINATOR Title: EVENT COORDINATOR

Phone No. [REDACTED] Phone no. [REDACTED]

Tertiary Contact: _____ Operations Manager: _____

Title: _____ Title: _____

Phone No: _____ Phone no.: _____

Site Managers and miscellaneous contacts

Location: _____ Location: _____

Date(s): _____ Date(s): _____

Name: _____ Name: _____

Phone # _____ Phone #: _____

Location: _____ Location: _____

Date(s): _____ Date(s): _____

Name: _____ Name: _____

Phone # _____ Phone # _____

Location: _____ Location: _____

Date(s): _____ Date(s): _____

Name: _____ Name: _____

Phone #: _____ Phone # _____

Section 6– Emergency or Crisis Management Procedures

Please submit your Emergency or Crisis Management Procedures for your event or use the provided example. If you need additional space, please attach a separate sheet.

Emergency/Crisis Management Procedures

1. In the case of any incident, accident or anything deemed "out of the ordinary" (including inclement weather and its potential affects on patrons, property and/or equipment). ST. CHARLES CRAFT BEER FESTIVAL has designated ALEX DRAYER with the responsibility of being the CRISIS MANAGER (CM). This position will empower the designated person to make decisions on behalf of THE BEER FEST, coordinate with local authorities for an action plan and to make any statements to the press (if applicable).
2. In the case of any incident, accident or anything deemed "out of the ordinary" (including inclement weather and its potential affects on patrons, property and/or equipment) ALL BEER FESTIVAL staff will be instructed to:
 - a. Act as quickly and professionally as possible;
 - b. To contact their immediate supervisor and/or the on-site COORDINATOR management representative;
 - c. Have as much factual information available as possible – not to speculate as to the cause of the incident, accident, etc., unless requested by the CM;
 - d. Follow the directions of the immediate supervisor and/or the on-site COORDINATOR management representative explicitly;
 - e. Recommend that people leave the area first, or at the very least go to their vehicles. If unable to evacuate (staff, disabled, families, etc.) use the lower levels of the parking decks. (West Side, Walnut Street & 1st Street), (East Side, Walnut Avenue & 3rd Avenue). In the event of Tornado Warnings on Saturday and Sunday, Park District staff will open the Pottawatomie Park Community Center so people can seek shelter there, if desired;
If at a location with food, vendors and/or ride operators: turn off all power, gas and grills so unattended energy sources do not catch on fire.
3. These steps should be taken immediately following any incident/accident:
 - a. Get medical help to the parties involved (if applicable);
 - b. Work with sound/announcer, lighting, etc. to inform the patrons of necessary information and/or divert the patron's attention;
 - c. Resume scheduled activity as soon as possible (subject to #5 below);
 - d. Call the police or other authorities and report any accident;
 - e. Identify witnesses to the incident to obtain statements if necessary;
 - f. Contact a Site Manager for an Incident Report.
4. The CM will communicate to all staff, volunteers, and other personnel that all communication with the press, police, or any other authority will be handled solely by the CM. Police may request information from event personnel and everyone associated with RIVERLANDS AND DRAFT BREWING will cooperate with the police department. We will not interfere with police investigations and/or action plans and we will provide the police with materials available upon their request. Any and all materials requested should not be given out until copies of all information can be reproduced for EVENT COORDINATOR.
5. The CM will consult with the local authorities. If it is determined conditions are so extreme the festival cannot continue, the CM will consult with EVENT COORDINATOR to discuss alternatives.
6. An official statement will be written and given to the CM as soon as it can be formulated by EVENT COORDINATOR management. No personnel or staff should offer any information to any

media other than the provided statement. No media questions should be answered unless otherwise instructed.

- 7. Always remember to follow these guidelines:
 - a. Keep as cool and calm as possible;
 - b. Cooperate fully with the authorities. Be as accurate as possible, don't speculate with anyone, including ALL personnel;
 - c. Direct any and all media questions to CM, and only read official statements prepared by DANDG and RIVERLANDS Management;
 - d. Use common sense. Think before you act, and always be professional;
 - e. Fill out a Festival Incident Report as accurately as possible;
 - f. Get a copy of the Incident Report from the police and a report from the hospital (if applicable).

Additional Notes:

SECTION 7 – RETAIL MERCHANTS

It is the responsibility of the event organizer to ensure that all participating retail merchants are properly collecting, reporting and filing City sales taxes from sales generated at the event, in accordance with State Statutes. The City's current sales tax rate is 8%. Sales tax collections and forms are to be submitted to the State and not the City. For further information on how and where tax payments are to be submitted, please contact the Illinois Department of Revenue Registration Office at 1-800-732-8866.

Please answer the following question regarding the use of retail merchants in conjunction with your event:

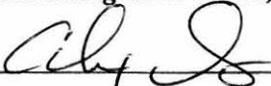
Will your event include:

- Merchants selling retail merchandise? YES: NO:
- Food and/or beverages for immediate consumption? YES: NO:

If no, no further action is necessary.

If yes to either, you must provide a list of all participating vendors, including business name, address and State IBT number to the City's Finance Department within 14 days of the event. A sample form in Excel format will be emailed to the event organizer's email address. In addition, you must read and sign the following certification:

I understand that it is my responsibility to ensure that all retail merchants and/or food and beverage vendors participating in this event are aware of the rules and requirements for properly collecting and remitting any City sales taxes generated from sales at this event. I will provide the City with a complete listing of all merchants, including their name, address and State IBT number, within 14 days of the event.

Signature: 

Date: FEBRUARY 14, 2020

Name: ALEX DRAYER

Title: EVENT COORDINATOR

SIGNATURE: 

DATE: 2-14-2020

NAME: STEVE MARLET

TITLE: EVENT COORDINATOR

SECTION 8 – St. Charles Police Department – Request for Police Services



ST. CHARLES POLICE DEPARTMENT

REQUEST FOR POLICE SERVICES

DATE SUBMITTED:

Draft of BREWING and RIVERLAND'S BREWING COMPANY
Individual Requesting Services

ALEXANDER DRAYER / Draft of BREWING
Person/Organization to be Billed

303 N. 4th ST. A. S
Address

ST. CHARLES MO 60174
City/State/Zip Code

[Redacted] _____
Home Telephone

(773) 203-2325
Business Telephone

[Redacted] _____
Cell Phone

[Signature]
Signature

St. Charles PD has the authority to determine the number of officers needed based on the circumstances and conditions of the event. I hereby agree to reimburse the city of St. Charles for all compensation paid to its officers for the services and at the rates described above.

[Signature]
Signature of Person Agreeing to Pay

TYPE OF EVENT: BEER FESTIVAL

LOCATION: LINCOLN PARK

DATE(S)	TIME(S)	NUMBER OF OFFICERS REQUESTED
XXXXXX	12pm to 5pm	1
05/30/20	to	
	to	
	to	

HOURLY RATE – TIME & 1/2
NUMBER EXPECTED TO ATTEND 1500

***** DO NOT WRITE BELOW THIS SPACE *****

APPROVED: _____ DISAPPROVED: _____ DATE: _____

Comments: _____

Approved By: _____

OFFICER SIGNUP SECTION HOURLY RATE – TIME & 1/2

DATE	TIME	OFFICERS REQUESTED	NAME	NAME
	to			

Billing to City of St. Charles

Verified by: _____ Date: _____

SECTION 9 – INDEMNIFICATION/HOLD HARMLESS

In consideration of the City of St. Charles permitting the RIVERLANDS BREWING Co. AND D
(name of organization) and G BREWING
("Organization") to conduct ST. CHARLES CRAFT BEER ("Event"), the Organization
(name of event) FESTIVAL
recognizes, acknowledges and assumes any and all risks arising from or in any way
related to the Event.

To the fullest extent permitted by law, the Organization hereby agrees to defend,
indemnify and hold harmless the City of St. Charles, its officers, officials, employees and
agents from and against all injuries, deaths, losses, damages, claims, suits, liabilities,
judgments, cost, and expenses (including all attorney's fees and costs), arising from, or
resulting from or in any way related, directly and/or indirectly to the Event, except that
arising out of the sole legal cause of the City of St. Charles, its officers, officials,
employees and agents.

The Organization shall, at its own expense, appear, defend and pay all charges of
attorneys and all costs and other expenses arising there from or incurred in connection
therewith, and, if any judgment shall be rendered against the City of St. Charles, its
officers, officials, employees and/or agents, in any such action, the Organization at its
own expense shall satisfy and discharge same.

The invalidity of any provision(s) of this INDEMNIFICATION/HOLD
HARMLESS or unenforceability of any of its provisions shall not affect the validity or
enforceability of the remainder of this INDEMNIFICATION/HOLD HARMLESS.

The Organization and the authorized signatory below warrant and represent that
the authorized signatory below has full authority to execute and submit this application,
including, but not by way of limitation, the INDEMNIFICATION/HOLD HARMLESS

CITY OF ST. CHARLES
TWO EAST MAIN STREET
ST. CHARLES, ILLINOIS 60174-1984



DEPARTMENT: BUILDING & CODE ENFORCEMENT

PHONE: 630.377.4406

FAX: 630.443.4638

LOUDSPEAKER/AMPLIFIER LICENSE APPLICATION

Important: this application must be fully and accurately complete.

5/30/20

~~XXXXXX~~

~~XXXXXXXX~~

5/30/20

1. License term: FROM ~~XXXXXX~~ June 10, 2020 TO ~~XXXXXX~~ Number of Days 1

2. Applicant is: Corporation Partnership Individual

3. Applicant's Name ~~St Charles Brew Pub~~ RIVERLANDS BREWING Co. and D and G BREWING telephone # ~~630-262-6501~~ (773) 203 2325

D/B/A ~~St Charles Brew Pub~~ ST CHARLES CRAFT BEER FESTIVAL
Address ~~303 N. 4th St. Ste. A~~ 303 N. 4th St. Ste. A
City/State/Zip St. Charles, IL. 60175

4. Device Owner's Name ~~John Jones~~ ALEX DRAYER Telephone # ~~773-203-2325~~ 773-203-2325

Address ~~11895 SADDLEWOOD DR~~ 11895 SADDLEWOOD DR
City/State/Zip ST CHARLES, IL. 60175
MAPLE PARK IL 60151

5. Device(s) to be used, specific to power amplification (wattage) and output:
GUITAR
~~Guitar and~~ Speakers

6. Area where device(s) is/are to be used:
Lincoln Park Pavilion

7. Amplification system will be used for:
 Music
 Public Speaking
 Other (describe)

8. If used for music, what type (include name of artist/band if applicable):
~~Stones, Seals~~ CCR, Beatles, Roy Orbison etc.
CLASSIC ROCK, TBA, FUNK, ALTERNATIVE

9. Time of day device(s) is/are to be used: NOON - 5pm

By signing this application, the applicant agrees to all the provisions of Chapter 9.24 of the City of St. Charles Municipal Code.

Applicant [Signature] Signature [Signature]

The fee for such a license will be \$5.00 per day, payable when the application is submitted for review. The city's police chief will reserve the right to review the application, and in conjunction with the Public Health and Safety Committee, either approve or deny the license request.

Approved: _____

Denied: _____

by: _____
Chief of Police

For Office Use			
Date Received	Fee Paid	Receipt No.	Permit No.

provisions contained herein.

The Organization and the authorized signatory below agree to inform the City of St. Charles of any changes in the application at least thirty (30) days prior to the event.

D and G BREWING
(Name of Organization)

2-18-20
(Date)

by Alex J. Alex Drayer
Authorized Signatory

Signed and sworn to before me this 18 day of FEBRUARY, 2020.

Carrie A. Plemons
Notary Public



All applications must be signed and notarized.

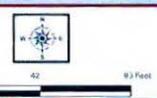
After submitting all forms, your application will be reviewed by City staff. All departments that will be involved in providing services or permits for the event will be notified. **Please do not assume that all aspects of the event will be approved. You may be asked to make some changes to your plan based on the availability of services and scheduling of other events.**

The City of St. Charles reserves the right to cancel any event at any time for reasons deemed necessary by the City Council and/or City Administrator.

Deliver All Completed Items to:
City of St. Charles
Attn: Building & Code Enforcement
2 E. Main Street
St. Charles, IL 60174



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



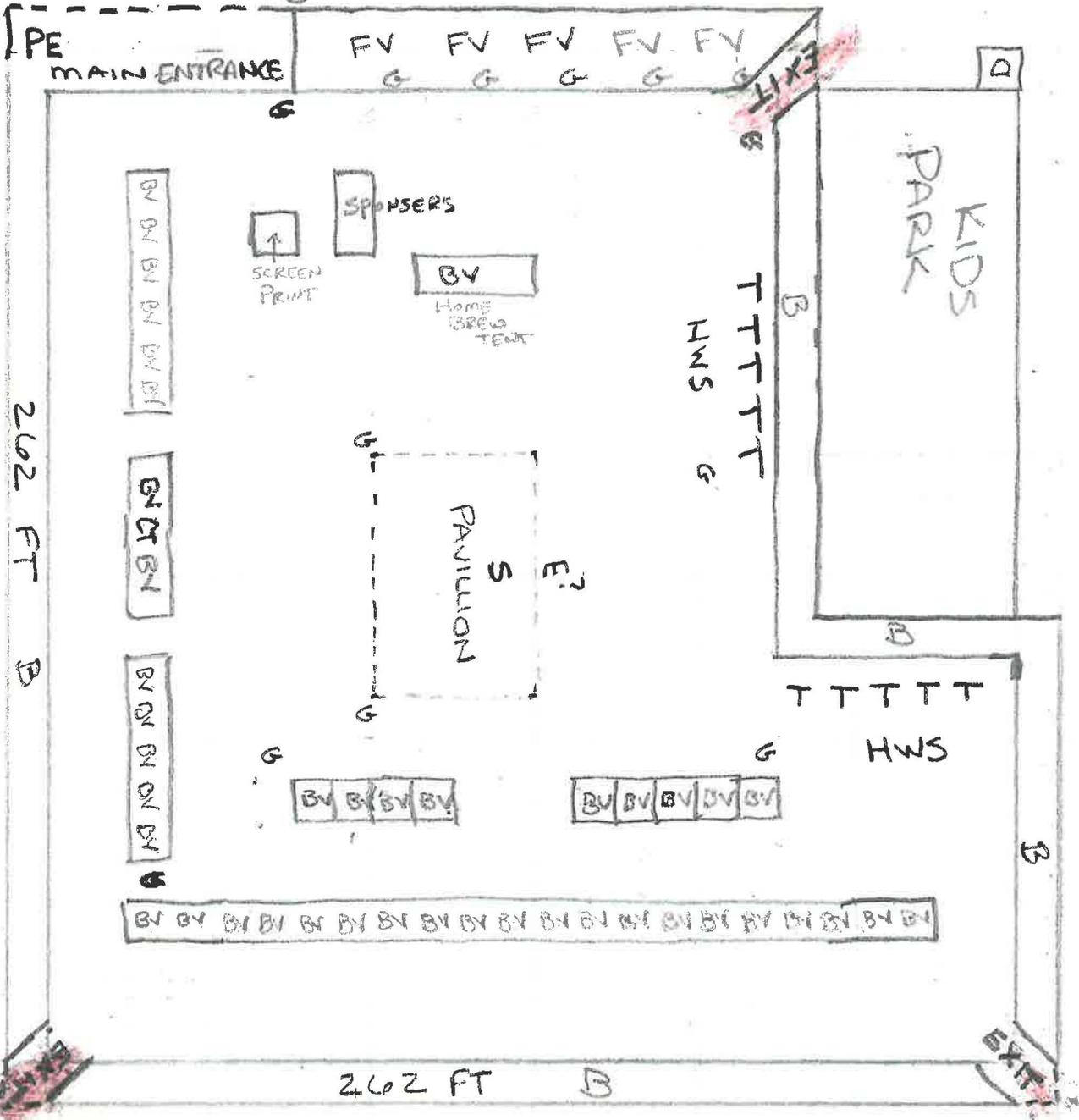
This work was created for planning purposes only and is provided as is, without warranty of any kind, either expressed or implied. The information represented may contain proprietary and confidential property of the City of St. Charles, Illinois. Under United States Copyright protection laws you may 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.

Printed on: February 18, 2020 6:34:33 PM

Prepared by Precision GIS

5th STREET

FL FL FL FL FL



MAIN STREET

262 FT B

262 FT B

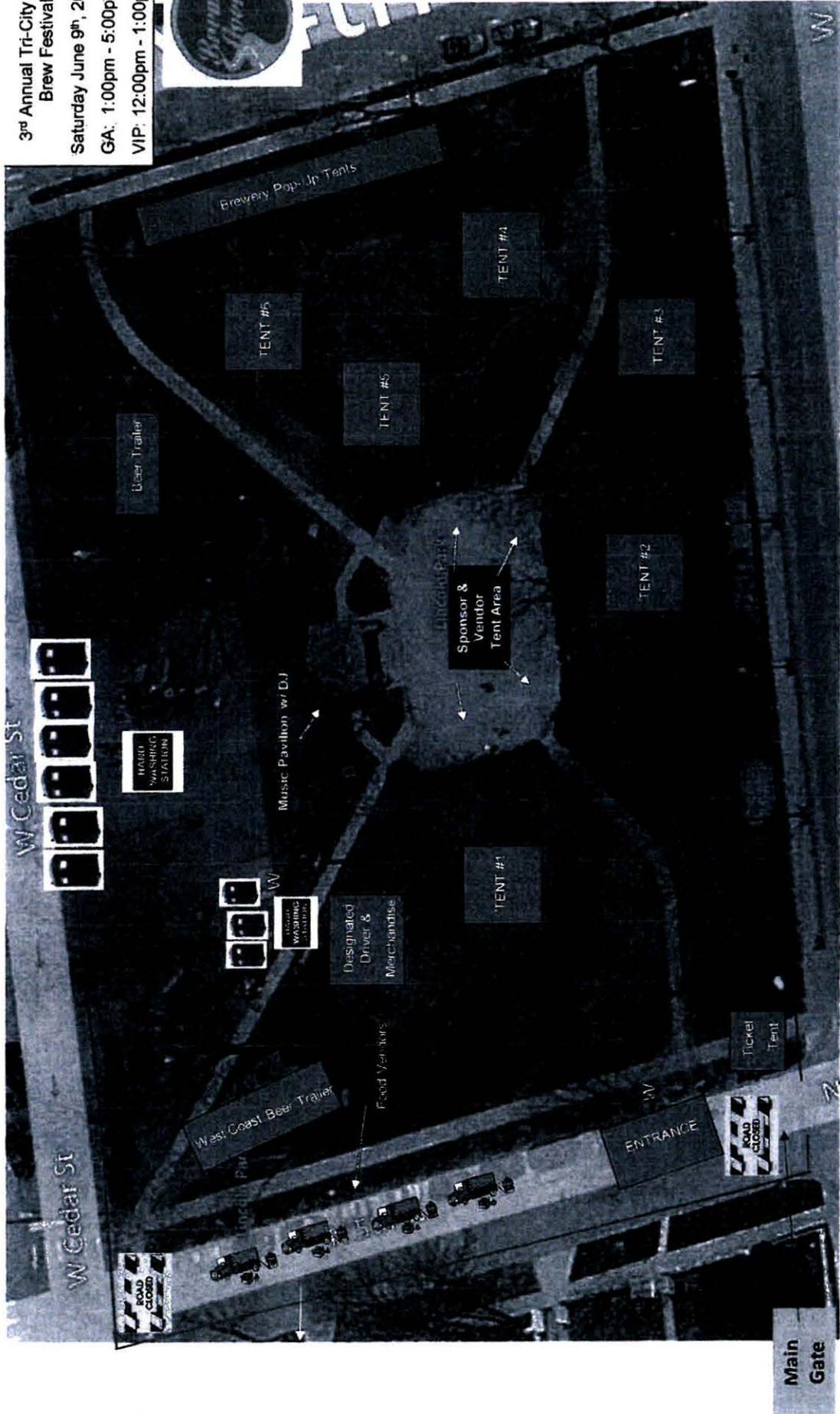
CEDAR STREET

4th STREET

Lincoln Park

RECEIVED
 MAR - 5 2020
 Building & Code Enforcement
 St. Charles, IL

3rd Annual Tri-City Craft
Brew Festival
Saturday June 9th, 2018
GA: 1:00pm - 5:00pm
VIP: 12:00pm - 1:00pm



Main Gate



Receipt

Date: February 21, 2020

Sold to: D&G Brewing
St. Charles, IL 60174

Payment Method	Check No.	Received From
Cash		Tri-Cities Brew Fest

Qty	Description	Account Code	Fee
	Liquor License Class A - Packaged	10999-42100	
	Liquor License Class B - Restaurants	10999-42101	
	Liquor License Class C - Tavern/Bar	10999-42102	
	Liquor License Class D - Specific	10999-42103	
	Liquor License Class E - Temporary	10999-42104	\$ 55.00
	2am Late Night Permit		
	Liquor Violations Fee	100999-42290	
	Massage Establishment License	100999-42205	
	Fee/Renew		
	Business Licenses/Permits	100999-42200	
	Towing License	100999-42202	
	Scavenger/Refuse License	100999-42203	
	Bowling Alley License	100999-42204	
	Billiard License	100999-42206	
	Carnival License/Fees	100999-42210	
	Coin-Operated Amusement	100999-42220	
	Cigarette	100999-42230	
	Cigarette OTC	100999-42231	
	Theater License	100999-42240	
	Fingerprint Fee (\$50 per person)	100999-46207	
	Legal Fees	100120-54110	
	Miscellaneous Revenue/Legal Fees	100999-46299	
	Liquor License Violations	100999-42120	
	Tobacco/Massage Violations	100999-42290	
	Video Gaming Devices/License	100999-42225	
		Total \$	55.00

Thank you for your business!



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 5c

Title:	Recommendation to Approve a Proposal for a New Class E-4 Temporary Liquor License, Partial Street Closure, and a Loudspeaker Application for a Special Event, <i>Unwind Wednesdays</i> , to be held on the First Street Plazas
Presenter:	Police Chief Keegan

Meeting: Government Operations Committee

Date: April 6, 2020

Proposed Cost: \$3,468.96 (PW)

Budgeted Amount: \$

Not Budgeted:

Executive Summary (if not budgeted please explain):

This is an application request for a Class E-4 Temporary License, authorizing consumption of beer, wine or alcoholic liquors on City property, specifically both First Street Plazas. This temporary license request is for a series of fourteen (14) events to be held on Wednesday evenings from 5-8 p.m. starting June 3 through September 2, 2020.

The event, known as *Unwind Wednesdays*, would be held on Wednesday evenings for these listed dates from 5:00 p.m. – 8:00 p.m. The businesses participating in this event include McNally’s Traditional Irish Pub, Gia Mia, Alter Brewing, and La Mesa.

As in past years, those 21 and over who wish to consume alcohol on the plaza will be required to provide proper identification and will receive a wristband once their credentials are verified. All participants are responsible for purchasing their alcohol inside the establishment of their choice from the listing of restaurants above. The St. Charles Business Alliance will coordinate four security guards to be stationed throughout the event footprint and set up barricades and stanchions around the perimeter.

New this year, the St. Charles Business Alliance is requesting First Street be closed from Main Street to the opening of the parking garage. This will allow safer access across the street for participants to enjoy both plazas. The performers will be stationed closer to the street in an effort to be visible from Main Street.

This is the fourth year for this request. No problems were reported last year during any of the events.

This event will coincide with the Wednesdays (not the Fridays) of the St. Charles Live events scheduled for Wednesday and Friday evenings in and around the First Street Plazas beginning Wednesday, June 3 through Friday, September 4, 2020.

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.

Pursuant to this item being presented at the Government Operations Committee Meeting on April 6, 2020 to seek approval; it will be brought before the Liquor Control Commission at a meeting scheduled for 4:30 pm, the same day, to process and move it forward to this Committee. This item will then continue on to the City Council Meeting scheduled on April 20, 2020 for final approval.

Attachments (*please list*):

Site Plan

Hold Harmless Form

Special Events Application

Recommendation/Suggested Action (*briefly explain*):

Recommendation to approve at proposal for a new Class E-4 temporary liquor license, partial street closure, and a loudspeaker application for a special event, *Unwind Wednesdays*, to be held on the First Street Plazas on Wednesdays from June 3 – September 2, 2020, and subject to any governmental sanctions regarding public gatherings, social distancing, etc., pertaining to COVID-19.



For Office Use
 Received:
 Fee Paid: \$
 Receipt #

CITY OF ST. CHARLES
 TWO EAST MAIN STREET **NON-REFUNDABLE**
 ST. CHARLES, ILLINOIS 60174-1984

CITY LIQUOR DEALER LICENSE APPLICATION
CLASS E4 – CITY OWNED PROPERTY PERMIT EVENT

Pursuant to the provisions of Chapter 5.08, Alcoholic Beverages, of the City of St. Charles Municipal Code regulating the sale of alcoholic liquors in the City of St. Charles, State of Illinois and all amendments thereto now in force and effect.

The undersigned hereby makes application for a Liquor Dealer License,
 Commencing 06/03/20 and ending 09/02/20
 Start Time: 5pm End Time: 8pm
 Location of Event: 1st PLAZA

Name of Business MC NALLY'S TRADITIONAL IRISH PUB
 Address of Business 109 W. MAIN ST. Business Phone (630) 513 6300
 5.08.050A1 Circle Choice to Show: Individual Partnership Corporation Other: LLC
 Has Applicant had a Class E4 License in the current fiscal year? YES. If YES, on what date: 03/17/20

Requirements of a Class E4 – City Owner Property Permit Event

- The Class E4 license fee is \$100.00 per day.**
- Class E-4 Temporary License Permits shall authorize the retail sale of beer and wine or the retail sale of alcoholic liquor for consumption on the premises
- It shall be unlawful for any person holding a Class E-2 license or E-4 license issued pursuant to this chapter to sell, offer for sale or to give away, in or upon any licensed premises, any alcoholic liquor between the hours of 12:00 midnight and 10:00 a.m. on Monday, Tuesday, Wednesday, Thursday, Friday, Saturday and Sunday.
- This license shall be issued only for special events or catered functions where the dispensing of food predominates.
- The issuance of the Class E4 Temporary License Permit shall be at the discretion of the Local Liquor Control Commissioner, with advice and consent of City Council.
- Application for a Class E4 Temporary License Permit shall be submitted 45 days in advance of a scheduled date.
- There shall be no Class E-4 Temporary License permits issued during the second full week of October, beginning 12:00 a.m. Friday and ending 12:00 a.m. Monday.
- A minimum of three (3) liquor supervisors shall monitor liquor service during all times of operation. **Please provide a list of all supervisors with this application.**
- Licensee must rope/fence off the licensed premises.
- Each patron **must wear a wristband** after having identification checked for legal alcohol consumption age.
- Are children/minors permitted in the licensed premises? **Y/N**
- A sign limiting alcoholic consumption to the roped off area must be conspicuously displayed at all times.
- Each server of alcohol must be BASSET certified – need copy of BASSET certification.**
- A copy of site plan diagram to include roped area shall accompany this application.
- All security/police resources needed shall be attached to this application with approval of the Chief of Police before final issuance by Liquor Commissioner.

Affidavit

State of Illinois)
 County of Kane)

I/We, being duly sworn, that information contained in this application is true to my/our own knowledge and that the statements set forth are of my/our own free will. I/We solemnly swear that I/we will not violate any of the laws of the United States, the State of Illinois or the City Ordinances of the City of St. Charles.

Signed: _____ Signed: _____
 Sworn to before me this 28th day of February, 2020.
 Notary Public Karen Muehlfelt



ENDORSEMENT OF THE LIQUOR CONTROL COMMISSIONER

Approved: [Signature] Date: 2-28-20 Chief of Police: [Signature]
 Approved: _____ Date: _____ Liquor Commissioner: _____

RECEIVED
 FEB 24 2020
 Building & Code Enforcement
 St. Charles, IL



**CITY OF ST CHARLES
 SPECIAL EVENT APPLICATION
 THIS FORM MUST BE COMPLETED IN
 FULL & SUBMITTED 90 or 30 DAYS PRIOR TO THE EVENT**

Permit No. 202000205 Date of Meeting: 3/10/20 Revised date 06/06/2018

Name of the Event: Unwind Wednesday Date(s) of Event: 5/27-9/2/2020

Special Event Application – 90 Days

The Special Event Application is due to the City of St. Charles a minimum of ninety (90) days prior to the event if it requires closure of public streets, use of public parking lots, or the service of alcoholic beverages that requires a liquor license to be granted. The 90-day time period allows sufficient time to evaluate the request and provide a recommendation to the City Council for its consideration.

Special Event Application – 30 Days

The Special Event Application is due to the City of St. Charles, at a minimum, thirty (30) days prior to the event if it does not require closure of public streets, use of public parking lots, or the service of alcoholic beverages that requires a liquor license to be granted.

A copy of the Application and Funding of Special Events is attached for your information.

Special Event Submittal Check List

- Special Event Application

- Section 1 – Task List and Due Dates –90 day or 30 day submittal
- Section 2 – General Information
- Section 3 – Permits
- Section 4 – Site Plan and/or Route Map
- Section 5 – Emergency Phone Tree and Contact
- Section 6 – Emergency Crisis Management Procedures
- Section 7 – Retail Merchants
- Section 8 – St. Charles Police Department – Request for Police Services
- Section 9 – Hold Harmless Agreement
- Any outstanding funds owed to the City of St. Charles

Application(s) for other permit(s) (See answers in Section 3)

- Loudspeaker/Amplifier License Application and Submittal Fee
 - \$5 per day
- Class E Liquor License Application and Submittal Fee
 - \$50 per day – E-1 (Not-for-Profit)
 - \$100 per day – E-2 (Special Civic Event)
- Carnival License Application and Submittal Fee
 - \$30 each – Rides
 - \$20 each – Amusement Stands, Food Stands, Entertainment Shows, Other

If your event takes place in downtown St. Charles you are to complete an application through the St. Charles Downtown Partnership. N/A

Received:

Fee Paid: \$

Receipt #

Check #

SECTION 1 - TASK LIST AND DUE DATES

Use this form to determine the date each of these tasks needs to be completed. For tasks that do not apply, please mark "N/A" in the Due Date column. If the Due Date falls on a weekend or holiday, the Due Date becomes the next normal business day. However, this does not affect the other Due Dates, as they are only dependent on the date of the special event.

Task to be completed for Events that require 90 days (All items due to City unless noted)	Days Due Before Event	Due Date
Date of the Special Event	- N/A -	
If event takes place in downtown St. Charles you are to complete an application through the St. Charles Downtown Partnership.	120 days	
Submit Special Event Application	90 days	
Payment of any outstanding funds due to the City of St. Charles	At time of submittal	
Provide verification of organization legal status, i.e. NFP, Partnership, Corporation A copy of 501(C)3 document is to be submitted with application.	At time of submittal	
Submit Class E Liquor License Application	90-days	
Submit Outdoor Sales Permit Application	90-days	
Submit Loudspeaker/Amplifier License Application	90-days	
Submit Raffle Permit Application (Kane & DuPage County)	At time of submittal	
Submit Carnival License Application	90 days	
Submit Fireworks Permit Application	60 days	
Submit Original Certificate of Insurance	21 days	
Submit copies of other required permits	At time of submittal	
Emergency Phone Tree	At time of submittal	
Emergency /Crisis Management Procedures	At time of submittal	
Submit Listing of Participating Retail Merchants/Applicable Food Vendors to Finance Department using Pre-Defined Form in Excel format	14 days	
Notify residents/businesses of special event	14 days	

City Services Requested:			Comments
Police	Yes	No	
Fire/EMS	Yes	No	
EMA	Yes	No	
Public Services	Yes	No	
Electric	Yes	No	
Water	Yes	No	

Other:	Yes	No	
Task to be completed for Events that require 30 days (All items due to City unless noted)		Days Due Before Event	Due Date
Date of the Special Event		- N/A -	
Submit Special Event Application		30 days	
Payment of any outstanding funds due to the City of St. Charles		At time of submittal	
Provide verification of organization legal status, i.e. NFP, Partnership, Corporation A copy of 501(C)3 document is to be submitted with application		At time of submittal	
Submit Raffle Permit Application (Kane & DuPage County)		At time of submittal	
Submit Outdoor Sales Permit Application		At time of submittal	
Submit Original Certificate of Insurance		21 days	
Submit copies of other required permits		At time of submittal	
Emergency Phone Tree		At time of submittal	
Emergency /Crisis Management Procedures		At time of submittal	
Submit Listing of Participating Retail Merchants/Applicable Food Vendors to Finance Department using Pre-Defined Form in Excel format		14 days	
Notify residents/business of special event		14 days	

City Services Requested:			Comments
Police	Yes	No	
Fire/EMS	Yes	No	
EMA	Yes	No	
Public Services	Yes	No	
Electric	Yes	No	
Water	Yes	No	
Other:	Yes	No	

SECTION 2 – GENERAL INFORMATION

Permit No. 202006205

Name of Event: Unwind Wednesday

Type of Event: Parade Walk/Run/Bike Festival Other

Location of Event: 1st Street / 1st Street Plaza

Date(s) of Event: Every Wednesday 5/27-9/2/2020 Hours of Event: 5pm to 8pm Estimated Attendance: 100

Event Website: www.stcalliance.org

Purpose of the event: To bring people downtown + into local businesses

Name of sponsoring organization(s): McNallys Pub, La Mesa, Gio Min, Alter Brewing

Please list the organization's legal status (i.e. NFP, Partnership, and Corporation): **A copy of the 501(C)3 document is to be submitted with application.**

(Documentation will need to be submitted providing status)

Type of Entity	Check Box that Applies	City Supporting - Existing Event	City Support - New Event
Governmental Entity		100%	100%
Private/For Profit Entity	<input checked="" type="checkbox"/>	0%	0%
Non-Governmental/Non-Profit Entity		50%	0%

Contact person from sponsoring organization: Amy Curione

Organizer address: 2 E Main St.

City: St. Charles State: IL Zip: 60174

Home Phone: 630-443-3952 Cell Phone: [REDACTED] E-mail: acurione@stcalliance.org

Second contact person (emergency): Laura Purdy Phone: 630-443-3962

Is this an annual event? YES NO If yes, please provide event date(s) for next year: May-Sept 2021

If the event is a recurring event, please state any problems and/or incidents that have occurred in past years, such as sound amplification, neighborhood parking complaints, etc. N/A

What, if anything, are you doing to rectify the problem(s)?

SECTION 3 - PERMITS

Will you be having a fireworks display are your event? YES NO

If yes, you have to submit a **Fireworks Permit Application** sixty (60) days prior to the event. Please contact the St. Charles Fire Department to complete the application.

Does your event include the use of a tent? YES NO

If yes, you must submit an **Outdoor Sales Permit Application** ninety (90) days prior to the event. Please visit www.stcharlesil.gov, or contact Building and Code Enforcement to obtain an outdoor sale permit application.

Will you be using speakers and/or sound equipment at your event? YES NO

If yes, you must submit a **Loudspeaker/Amplifier License Application** ninety (90) days prior to the event. Please visit www.stcharlesil.gov, or contact the Mayor's Office to obtain a loudspeaker/amplifier license application.

Are you holding a raffle at your event? YES NO

If yes, you may have to submit a **Raffle Permit Application**. For the raffle permit application for Kane County, please visit www.co.kane.il.us/COC, or contact the Kane County Clerk's Office at 630.232.5950. For the raffle permit application for DuPage County, please visit http://www.dupageco.org/countyclerk/generic.cfm?doc_id=631 or contact the DuPage County Clerk's Office at 630-407-5500.

Will you serve alcohol at your event? YES NO

If yes, you must submit **Class E Liquor License Application** ninety (90) days prior to the event. Please visit www.stcharlesil.gov, or contact the Mayor's Office to obtain a Class E liquor license application.

Will there be amusement rides at the event? YES NO

If yes, you must submit **Carnival License Application** ninety (90) days prior to the event. Please visit www.stcharlesil.gov or contact the Mayor's Office to obtain a carnival license application.

Will you serve food at your event? YES NO

If yes, please indicate the number of vendors _____
Note: A list of food vendors must be submitted prior to the inspection of your event.

Are you requesting the use of any other city-owned property, i.e. parking lots, etc.? YES NO

If yes, please indicate the property that you are requesting to use.

Would you like to request the closing of city streets? YES NO

If yes, please fill in the following information or submit a route map along with this application:

Will a drone be used? YES NO

If yes, please fill in the name of the pilot: _____

STREET	FROM	TO	DATES Weds.	TIMES pm
1 st Street	Main St.	Parking Garage	5/27-9/2/2020	4:45-8:30 pm
			5/27, 6/3, 6/10, 6/17, 6/24,	
			7/1, 7/8, 7/15, 7/22, 7/29,	
			8/5, 8/12, 8/19, 8/26, 9/2	

Does your event require the use of city sidewalks? YES NO

Does your event require temporary electric service? YES NO

- If yes, please indicate location(s) electric is needed on next sheet.

Does your event require temporary water/hydrant meter? YES NO

- If yes, please indicate locations(s) for hydrant meter(s) on next sheet.

SECTION 4 - SITE PLAN AND/OR ROUTE MAP

Please use the space below to illustrate the layout for your event. If you need additional space, please attach a separate sheet.

See attached

If applicable, the following must be included:

Location of food vendors (FV)

Location of beverage vendors (BV)

Location of garbage receptacles (G)

Location of toilets (T)

Location of hand washing sinks (HWS)

Location of retail merchants (RM)

Location of First Aid (FA)

Location and number of barricades (B)

Location of fire lane (FL)

Location of fire extinguishers (FE)

Public entrances and exits (PE)

Location of sound stages and amplified sound (S)

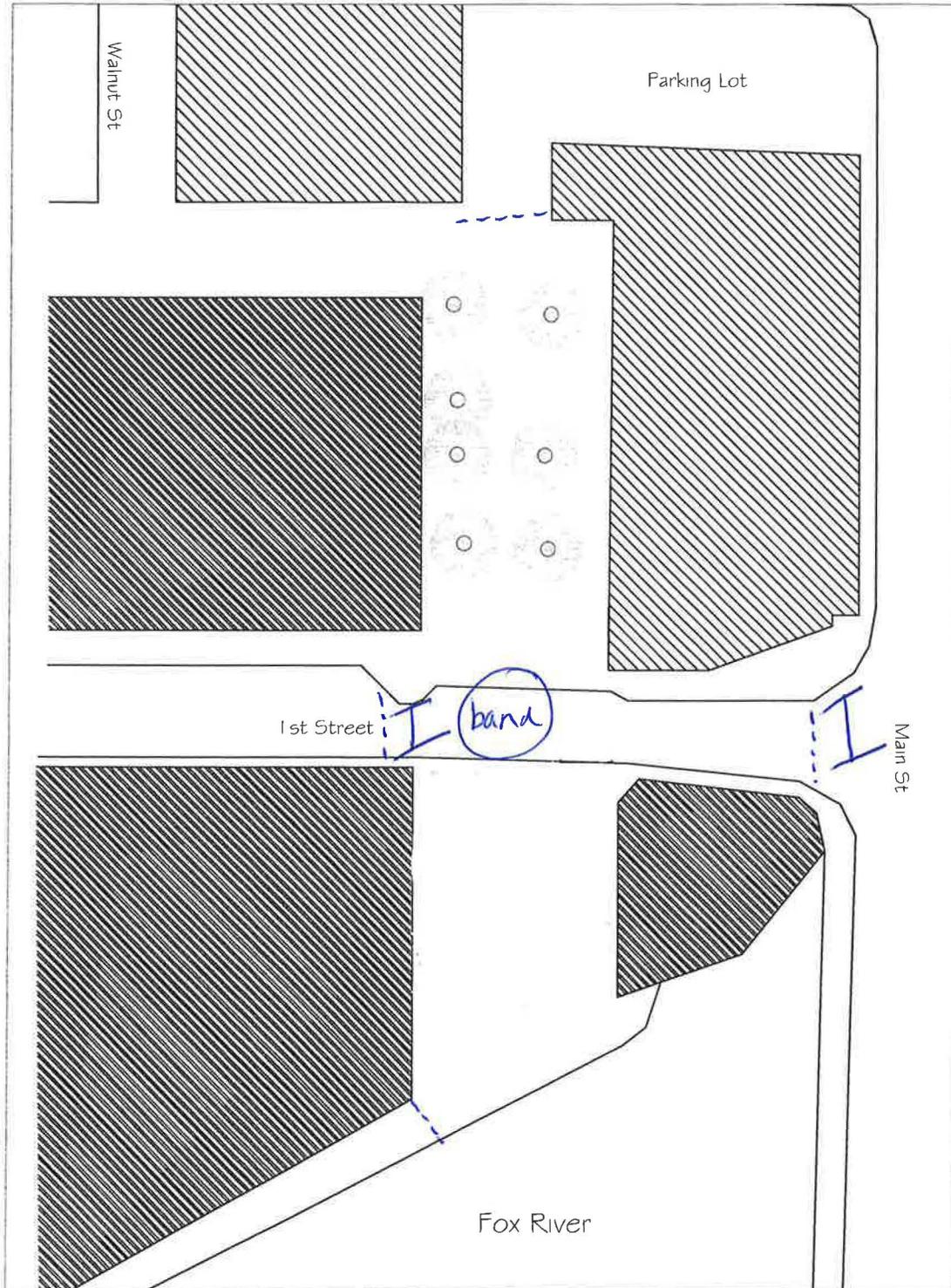
Location of residential streets surrounding events

Electric (E)

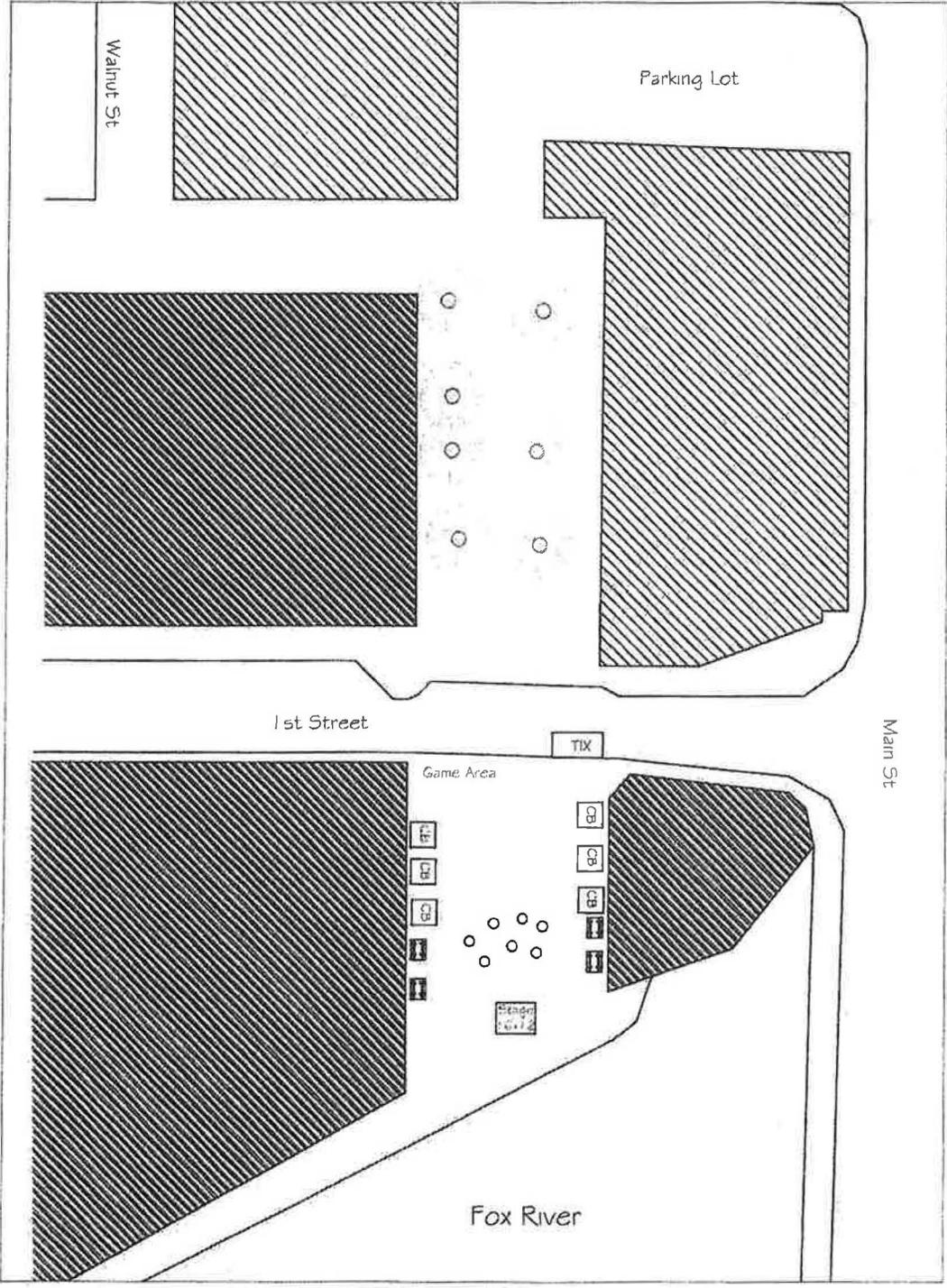
(Hydrant Meter (H20))

Unwind Wednesday

I = Road closure
----- = Security (4 points)



New!



Section 5 – Emergency Phone Tree

Please use the space below to illustrate the Emergency Phone Tree for your event or submit a separate form detailing your Emergency Phone Tree. If you need additional space, please attach a separate sheet.

Event Title Unwind Wednesday Date(s) of Event 5/27-9/2/2020 ^{Wednesdays}

Emergency Contact Information

Primary Contact: Colm Headley Secondary Contact: Michelle Dang

Title: Manager Title: Bar Manager

Phone No: [REDACTED] Phone no.: [REDACTED]

Tertiary Contact: _____ Operations Manager: _____

Title: _____ Title: _____

Phone No: _____ Phone no.: _____

Site Managers and miscellaneous contacts

Location: _____ Location: _____

Date(s): _____ Date(s): _____

Name: _____ Name: _____

Phone # _____ Phone #: _____

Location: _____ Location: _____

Date(s): _____ Date(s): _____

Name: _____ Name: _____

Phone # _____ Phone # _____

Location: _____ Location: _____

Date(s): _____ Date(s): _____

Name: _____ Name: _____

Phone #: _____ Phone # _____

Section 6– Emergency or Crisis Management Procedures

Please submit your Emergency or Crisis Management Procedures for your event or use the provided example. If you need additional space, please attach a separate sheet.

Emergency/Crisis Management Procedures

1. In the case of any incident, accident or anything deemed "out of the ordinary" (including inclement weather and its potential effects on patrons, property and/or equipment). McNallys Pub has designated Colm Headley with the responsibility of being the CRISIS MANAGER (CM). This position will empower the designated person to make decisions on behalf of McNallys Pub coordinate with local authorities for an action plan and to make any statements to the press (if applicable).

2. In the case of any incident, accident or anything deemed "out of the ordinary" (including inclement weather and its potential effects on patrons, property and/or equipment) ALL McNallys, Giamia, Aiter + La Mesa staff will be instructed to:
 - a. Act as quickly and professionally as possible;
 - b. To contact their immediate supervisor and/or the on-site Colm Headley management representative;
 - c. Have as much factual information available as possible – not to speculate as to the cause of the incident, accident, etc., unless requested by the CM;
 - d. Follow the directions of the immediate supervisor and/or the on-site Colm Headley management representative explicitly;
 - e. Recommend that people leave the area first, or at the very least go to their vehicles. If unable to evacuate (staff, disabled, families, etc.) use the lower levels of the parking decks. (West Side, Walnut Street & 1st Street), (East Side, Walnut Avenue & 3rd Avenue). In the event of Tornado Warnings on Saturday and Sunday, Park District staff will open the Pottawatomie Park Community Center so people can seek shelter there, if desired;
If at a location with food, vendors and/or ride operators: turn off all power, gas and grills so unattended energy sources do not catch on fire.

3. These steps should be taken immediately following any incident/accident:
 - a. Get medical help to the parties involved (if applicable);
 - b. Work with sound/announcer, lighting, etc. to inform the patrons of necessary information and/or divert the patron's attention;
 - c. Resume scheduled activity as soon as possible (subject to #5 below);
 - d. Call the police or other authorities and report any accident;
 - e. Identify witnesses to the incident to obtain statements if necessary;
 - f. Contact a Site Manager for an Incident Report.

4. The CM will communicate to all staff, volunteers, and other personnel that all communication with the press, police, or any other authority will be handled solely by the CM. Police may request information from event personnel and everyone associated with McNallys, Giamia, Aiter, La Mesa will cooperate with the police department. We will not interfere with police investigations and/or action plans and we will provide the police with materials available upon their request. Any and all materials requested should not be given out until copies of all information can be reproduced for _____.

5. The CM will consult with the local authorities. If it is determined conditions are so extreme the festival cannot continue, the CM will consult with McNallys, Giamia, Aiter, La Mesa to discuss alternatives.

6. An official statement will be written and given to the CM as soon as it can be formulated by McNallys management. No personnel or staff should offer any information to any

media other than the provided statement. No media questions should be answered unless otherwise instructed.

7. Always remember to follow these guidelines:

- a. Keep as cool and calm as possible;
- b. Cooperate fully with the authorities. Be as accurate as possible, don't speculate with anyone, including McNally's personnel;
- c. Direct any and all media questions to CM, and only read official statements prepared by McNally's Management;
- d. Use common sense. Think before you act, and always be professional;
- e. Fill out a Festival Incident Report as accurately as possible;
- f. Get a copy of the Incident Report from the police and a report from the hospital (if applicable).

Additional Notes:

SECTION 7 – RETAIL MERCHANTS

It is the responsibility of the event organizer to ensure that all participating retail merchants are properly collecting, reporting and filing City sales taxes from sales generated at the event, in accordance with State Statutes. The City’s current sales tax rate is 8%. Sales tax collections and forms are to be submitted to the State and not the City. For further information on how and where tax payments are to be submitted, please contact the Illinois Department of Revenue Registration Office at 1-800-732-8866.

Please answer the following question regarding the use of retail merchants in conjunction with your event:

Will your event include:

- Merchants selling retail merchandise? YES: _____ NO: X
- Food and/or beverages for immediate consumption? YES: X NO: _____

If no, no further action is necessary.

If yes to either, you must provide a list of all participating vendors, including business name, address and State IBT number to the City’s Finance Department within 14 days of the event. A sample form in Excel format will be emailed to the event organizer’s email address. In addition, you must read and sign the following certification:

I understand that it is my responsibility to ensure that all retail merchants and/or food and beverage vendors participating in this event are aware of the rules and requirements for properly collecting and remitting any City sales taxes generated from sales at this event. I will provide the City with a complete listing of all merchants, including their name, address and State IBT number, within 14 days of the event.

Signature: _____

Date: _____

Name: _____

Title: _____

SECTION 8 – St. Charles Police Department – Request for Police Services



ST. CHARLES POLICE DEPARTMENT

REQUEST FOR POLICE SERVICES

DATE SUBMITTED: _____

Individual Requesting Services _____

Home Telephone _____

Person/Organization to be Billed _____

Business Telephone _____

Address _____

Cell Phone _____

City/State/Zip Code _____

Signature _____

St. Charles PD has the authority to determine the number of officers needed based on the circumstances and conditions of the event. I hereby agree to reimburse the city of St. Charles for all compensation paid to its officers for the services and at the rates described above.

Signature of Person Agreeing to Pay _____

TYPE OF EVENT: _____

LOCATION: _____

DATE(S)	TIME(S)	NUMBER OF OFFICERS REQUESTED
	to	

HOURLY RATE – TIME & 1/2 _____
 NUMBER EXPECTED TO ATTEND _____

***** DO NOT WRITE BELOW THIS SPACE *****

APPROVED: _____ DISAPPROVED: _____ DATE: _____

Comments: _____

Approved By: _____

OFFICER SIGNUP SECTION HOURLY RATE – TIME & 1/2

DATE	TIME	OFFICERS REQUESTED	NAME	NAME
	to			

Billing to City of St. Charles

Verified by: _____ Date: _____

SECTION 9 – INDEMNIFICATION/HOLD HARMLESS

In consideration of the City of St. Charles permitting the McNally's Pub
(name of organization)
("Organization") to conduct Unwind Wednesday ("Event"), the Organization
(name of event)
recognizes, acknowledges and assumes any and all risks arising from or in any way
related to the Event.

To the fullest extent permitted by law, the Organization hereby agrees to defend,
indemnify and hold harmless the City of St. Charles, its officers, officials, employees and
agents from and against all injuries, deaths, losses, damages, claims, suits, liabilities,
judgments, cost, and expenses (including all attorney's fees and costs), arising from, or
resulting from or in any way related, directly and/or indirectly to the Event, except that
arising out of the sole legal cause of the City of St. Charles, its officers, officials,
employees and agents.

The Organization shall, at its own expense, appear, defend and pay all charges of
attorneys and all costs and other expenses arising there from or incurred in connection
therewith, and, if any judgment shall be rendered against the City of St. Charles, its
officers, officials, employees and/or agents, in any such action, the Organization at its
own expense shall satisfy and discharge same.

The invalidity of any provision(s) of this INDEMNIFICATION/HOLD
HARMLESS or unenforceability of any of its provisions shall not affect the validity or
enforceability of the remainder of this INDEMNIFICATION/HOLD HARMLESS.

The Organization and the authorized signatory below warrant and represent that
the authorized signatory below has full authority to execute and submit this application,
including, but not by way of limitation, the INDEMNIFICATION/HOLD HARMLESS

provisions contained herein.

The Organization and the authorized signatory below agree to inform the City of St. Charles of any changes in the application at least thirty (30) days prior to the event.

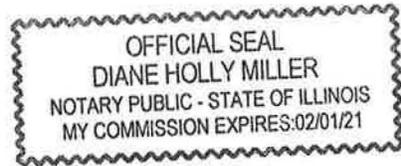
Laura Murphy
(Name of Organization)

2-24-2020
(Date)

by _____
Authorized Signatory

Signed and sworn to before me this 24th day of February, 2020.

Diane Holly Miller
Notary Public



All applications must be signed and notarized.

After submitting all forms, your application will be reviewed by City staff. All departments that will be involved in providing services or permits for the event will be notified. **Please do not assume that all aspects of the event will be approved. You may be asked to make some changes to your plan based on the availability of services and scheduling of other events.**

The City of St. Charles reserves the right to cancel any event at any time for reasons deemed necessary by the City Council and/or City Administrator.

Deliver All Completed Items to:
City of St. Charles
Attn: Building & Code Enforcement
2 E. Main Street
St. Charles, IL 60174

CITY OF ST. CHARLES
TWO EAST MAIN STREET
ST. CHARLES, ILLINOIS 60174-1984



DEPARTMENT: BUILDING & CODE ENFORCEMENT

PHONE: 630.377.4406

FAX: 630.443.4638

LOUDSPEAKER/AMPLIFIER LICENSE APPLICATION

Important: this application must be fully and accurately complete.

1. License term: FROM 5/27/2020 TO 9/2/2020 Number of Days 15
2. Applicant is: Corporation Partnership Individual
3. Applicant's Name McNally's Pub Telephone # 630-513-6300
D/B/A McNally's Pub Email address _____
Address 109 W. Main St. City/State/Zip St. Charles IL 60174
4. Device Owner's Name As Above Telephone # _____
Address _____ City/State/Zip _____
5. Device(s) to be used, specific to power amplification (wattage) and output:
TBD
6. Area where device(s) is/are to be used:
1st St.
7. Amplification system will be used for:
 Music
 Public Speaking
 Other (describe) _____
8. If used for music, what type (include name of artist/band if applicable):
General cover bands

9. Time of day device(s) is/are to be used: 5pm - 8pm

By signing this application, the applicant agrees to all the provisions of Chapter 9.24 of the City of St. Charles Municipal Code.

Applicant _____
Signature

The fee for such a license will be \$5.00 per day, payable when the application is submitted for review. The city's police chief will reserve the right to review the application, and in conjunction with the Public Health and Safety Committee, either approve or deny the license request.

Approved: _____

Denied: _____

by: _____
Chief of Police

Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/9/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 2850 Golf Road Rolling Meadows IL 60008	CONTACT NAME: PHONE (A/C, No, Ext): 630-773-3800 FAX (A/C, No): 630-587-8406	
	E-MAIL ADDRESS:	
INSURED St. Charles Business Alliance 2 E. Main Street St. Charles, IL 60185	INSURER(S) AFFORDING COVERAGE NAIC #	
	INSURER A: West Bend Mutual Insurance Company 15350	
	INSURER B: Accident Fund Insurance Company of America 10166	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 1709596767

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		A040446	5/1/2019	5/1/2020	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 1,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCV6090683	5/1/2019	5/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City of St. Charles is Additional Insured with respects to General Liability.

CERTIFICATE HOLDER**CANCELLATION**

City of St. Charles
 2 E. Main Street
 St. Charles IL 60174

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Internal Revenue Service

Date: July 8, 2004

Downtown St Charles Partnership, Inc.
213 Walnut St
St Charles, IL 60174-2835

**Department of the Treasury
P. O. Box 2508
Cincinnati, OH 45201**

Person to Contact:

Mrs. E. Eckert ID 31-07436
Customer Service Specialist

Toll Free Telephone Number:

8:00 a.m. to 6:30 p.m. EST
877-829-5500

Fax Number:

513-263-3756

Federal Identification Number:

36-3818867

Dear Sir or Madam:

This is in response to your request of July 8, 2004, regarding your organization's tax-exempt status.

In October 1993 we issued a determination letter that recognized your organization as exempt from federal income tax. Our records indicate that your organization is currently exempt under section 501(c)(3) of the Internal Revenue Code.

Based on information subsequently submitted, we classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Code because it is an organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

This classification was based on the assumption that your organization's operations would continue as stated in the application. If your organization's sources of support, or its character, method of operations, or purposes have changed, please let us know so we can consider the effect of the change on the exempt status and foundation status of your organization.

Your organization is required to file Form 990, Return of Organization Exempt from Income Tax, only if its gross receipts each year are normally more than \$25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of \$20 a day, up to a maximum of \$10,000, when a return is filed late, unless there is reasonable cause for the delay.

All exempt organizations (unless specifically excluded) are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more paid to each employee during a calendar year. Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, these organizations are not automatically exempt from other federal excise taxes.

Donors may deduct contributions to your organization as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to your organization or for its use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Downtown St Charles Partnership, Inc.
36-3818867

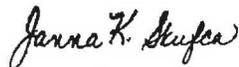
Your organization is not required to file federal income tax returns unless it is subject to the tax on unrelated business income under section 511 of the Code. If your organization is subject to this tax, it must file an income tax return on the Form 990-T, Exempt Organization Business Income Tax Return. In this letter, we are not determining whether any of your organization's present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

Section 6104 of the Internal Revenue Code requires you to make your organization's annual return available for public inspection without charge for three years after the due date of the return. The law also requires organizations that received recognition of exemption on July 15, 1987, or later, to make available for public inspection a copy of the exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing. Organizations that received recognition of exemption before July 15, 1987, and had a copy of their exemption application on July 15, 1987, are also required to make available for public inspection a copy of the exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing. For additional information on disclosure requirements, please refer to Internal Revenue Bulletin 1999 - 17.

Because this letter could help resolve any questions about your organization's exempt status and foundation status, you should keep it with the organization's permanent records.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,



Janna K. Skufca, Director, TE/GE
Customer Account Services



Memo

To: Mayor Raymond Rogina, Liquor Commissioner
From: James Keegan, Chief of Police *J.K.*
Date: March 10, 2020
Re: Late night permit renewals

The attached listings of businesses have submitted renewals of their late night permits. Pursuant to guidelines established in the attached ordinance; I have summarized both police responses requiring written documentation and any action taken from the Liquor Control Commission during the last calendar year (2019). I have also included in this memorandum my recommendation for renewal.

City Ordinance/5.08.095 Late Night Permit

- C. Annually, the liquor license renewal process shall commence on the first city business day in February. Current license holders shall submit a renewal application and include any requested changes. For those license holders applying for a new or renewing a late night permit, they are required to specify whether they are applying for the 1:00 a.m. or the 2:00 a.m. permit. In addition, any new or renewal applications shall include a current business concept outlining the operations intended during the late night permit term of one year, in conjunction with the liquor license to be issued on May 1 of the same year. Failure to provide a timely renewal application or late night permit application may result in a delay in issuing said license and permit by May 1 of that year.
- D. Upon receipt of a new or renewal application, the Liquor Commissioner shall cause a review of the previous year license application to determine whether there have been any changes noted with regard to ownership, management or business concept. This application shall be forwarded to:
1. Chief of Police
 2. Fire Department
 3. Finance Department
 4. Community Development Department
- E. The city departments indicated in Section D will review any infractions of any city code, reflecting negatively on the license holder that should be taken into

Service, Courage, Professionalism, Dedication



account by the Liquor Control Commission and City Council. That information shall be returned to the Liquor Commissioner for review. In addition, the Chief of Police shall cause a review of the police related activity which will support a recommendation from the Chief of Police on whether the late night permit shall be issued and whether a 1:00 a.m. or 2:00 a.m. closing is recommended based on the permit application. The Chief of Police shall forward the recommendation to the Liquor Commissioner.

- F. Any application and recommendation for a new or renewal of a late night permit, shall be reviewed by the Liquor Control Commission. Based on this review the Local Liquor Commissioner shall make a recommendation on issuance to City Council. An applicant for a late night permit shall have the opportunity to be present and provide input on said application, prior to the Liquor Control Commission making a recommendation. Late night permits and renewals of late night permits shall be issued by the Liquor Commissioner with the advice and consent of the City Council.
- G. Any new liquor license application where a new late night permit is also applied for shall follow the same review process as outlined in paragraphs B, C, D, E and F of this Chapter.
- H. Notice of Violation Process-Late Night Permit. If during a liquor license year, May 1 through April 30, where a liquor license holder has been issued a late night permit and a notice of violation is issued by the Liquor Control Commissioner, the Liquor Control Commission shall hold a hearing on the matter. The liquor license with the late night permit shall be given notice of the purpose, date, time and location of the hearing in a similar manner to a liquor license violation. The matter will be heard before the Liquor Control Commission in the same manner as any license violation. The Liquor Control Commission shall provide advice and consent to the Local Liquor Control Commissioner, who shall make a final decision on the matter.
- I. Cause to Reduce Hours, Revoke Late Night Permit or Not Issue Late Night Permit. In the event that a liquor license holder, has applied for or been issued a late night permit, and has demonstrated circumstances giving reason to review whether that late night permit shall be issued, reduced in hours or revoked, the Liquor Control Commission shall receive input from these city departments:
 - 1. Finance Department as it relates to unpaid fees, utilities or city taxes;
 - 2. Fire Department as it relates to repetitive fire code violations affecting health and safety;
 - 3. Community Development Department, Building and Code Enforcement Division as it relates to building code violations;

4. **Police Department as it relates to repetitive calls for service that are indicative of underage patrons, over service of patrons, or liquor license violations affecting the safety of the general public where the licensee is not taking proactive measures to abate the problems;**
 5. Other departments with applicable information.
- J. The license holder shall have the opportunity to respond to information in a public hearing prior to any action being taken, by the Liquor Control Commission before sending any recommendation to City Council.
- K. The Liquor Control Commission may recommend the issuance or denial of a requested late night permit for 1:00 a.m. or 2:00 a.m., or reduction in hours based on cause to the City Council for final decision.
-

I hereby recommend the renewal of the respective late night permits on behalf of the police department. In addition, each of the respective city departments have reviewed their area of responsibilities to ensure each of the aforementioned businesses are in good standing with the City. My recommendation was not based solely on the number of incidents requiring police services, but rather a comprehensive review of the nature of the incidents we responded to combined with the willingness of the businesses to cooperate with the police department in promoting an inviting social experience at their place of business. We in no way want to discourage a liquor establishment from contacting 911 whether they are being proactive in addressing an issue before it escalates, or reacting to an issue that necessitated police intervention.

As always, I stand ready to discuss my recommendations with you at your convenience. Thank you for your cooperation in this matter.

Respectfully submitted,



Chief James Keegan

FY 2020/2021 LATE NIGHT PERMITS

3/16/2020

Business	Address	Class B License	Class C License	Class G License	1:00 AM Permit	2:00 AM Permit	Reports	Arrests	Warning Letters	LCC Violations
2nd Street Bar & Grill	221 S Second Street		X		X		4	2		
Alibi Bar & Grill	12 N 3rd Street	X				X	9	5		
Alley 64	212 W Main Street	X				X	20	10		
Alter Brewing Company	12 S. First Street			X	X					
Cooper's Hawk	3710 E. Main	X			X		1			
Crazy Fox**	104 E Main Street	X				X				
Dawn's Beach Hut	8 N Third Street	X				X	1			
Ed's Basement	219 W. Main Street	X			X					
Filling Station	300 W Main Street	X				X	4	4		
Flagship on the Fox	100 S. Riverside Ave.		X			X	4			
Global Brew Tap House	2100 Prairie Street		X		X		2			
Glory City**	11 N. Third Street	X				X	2			
La Mesa	51 S. First Street	X			X					
Main Street Pub	204 W Main Street	X				X	4	3		
McNally's	109 W Main Street	X			X		2	2		
Northwoods – Evergreen	1400 W Main Street	X				X	1	2		
R-House	214 W. Main Street		X		X		1			
Riverside Pizza	102 E Main Street	X				X	2			
Rookies (BK & MM)	1545 W Main Street	X				X	3	2		
Spotted Fox Alehouse	3615 E Main Street	X			X		3			
St. Charles Bowl	2520 W Main Street		X		X			2		
Tap House Grill*	3341 W Main Street	X			X					2
The House Pub	16 S. Riverside Ave.		X			X	1			
Throwback Sports Bar	1890 W. Main Street	X				X	1			
The Office	201 E Main Street	X				X	1			
Vintage 53	162 S 1st Street	X			X					
Total:							66	32	0	2

* Change from 2am Permit to 1am Permit

** Change from 1am Permit to 2am Permit

Tap House LCC Violations were tax related

FY 2019/2020 LATE NIGHT PERMITS

3/18/2019

Business	Address	Class B License	Class C License	1:00 AM Permit	2:00 AM Permit	Reports	Arrests	Warning Letters	LCC Violations
2nd Street Bar & Grill	221 S Second Street		X		X	8	1		
Alibi Bar & Grill	12 N 3rd Street	X			X	12	3		
Alley 64	212 W Main Street	X			X	29	6		
Main Street Pub	204 W Main Street	X			X	8	4		
Cooper's Hawk	3710 E. Main	X		X		2	0		
Crazy Fox	104 E Main Street	X		X		3	0		
Dawn's Beach Hut	8 N Third Street	X			X	1	0		
Filling Station	300 W Main Street	X			X	8	3		
Global Brew	2100 Prairie Street		X	X		2	0		
McNally's	109 W Main Street	X		X		2	2		
Northwoods – Evergreen	1400 W Main Street	X			X	8	2		
Pizzeria Neo	31 S 1st Street	X		X		0	0		1
Pub 222	222 W Main Street		X		X	9	2		
Pub 47	1890 W Main Street	X			X	1	0		
Puebla Modern Mexican	51 S 1st Street	X		X		2	0		
Riverside Pizza	102 E Main Street	X			X	2	0		
Rookies (BK & MM)	1545 W Main Street	X			X	2	1		
Shakou	312 W Main Street	X		X		0	0		
Spotted Fox Alehouse	3615 E Main Street	X		X		3	0		
St. Charles Bowl	2520 W Main Street		X	X		1	0		
Tap House Grill	3341 W Main Street	X			X	1	0		1
The Office	201 E Main Street	X			X	0	0		
Vintage 53	162 S 1st Street	X		X		0	0		
Total:						104	24	0	2

**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: 5e

Title:	Recommendation for Approval of the use of West First Street Plaza and Amplification License for the STC Live
Presenter:	Chief Keegan

Meeting: Government Operations Committee

Date: April 6, 2020

Proposed Cost: N/A

Budgeted Amount: \$

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

STC Live will be held on the west First Street Plaza in St. Charles on Friday evenings between the hours of 5 p.m. and 8 p.m. from Friday, June 5 – Friday, September 4, 2020. This is the seventh year for this event and no issues have been reported to date regarding it. The intent of this program is to draw people to downtown and the local businesses. The St. Charles Business Alliance oversees and coordinates this program.

These events will be set up the same as it has in past years with the performers staged at the west end of the west First Street Plaza. No alcohol will be permitted on the plaza for the Friday evening performances.

Electricity for these events will be coordinated with the Electric Department and the St. Charles Business Alliance.

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 the use of the west First Street Plaza and amplification license for STC Live, and subject to any governmental sanctions regarding public gatherings, social distancing, etc., pertaining to COVID-19..

STC Live!





AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 5f

Title:	Recommendation to Approve Street and Parking Lot Closures and Use of Amplification Equipment for the 2020 Fox Valley Marathon
Presenter:	Chief Keegan

Meeting: Government Operations Committee

Date: April 6, 2020

Proposed Cost: **\$13,093.17 TOTAL**
 PD: \$6,571.58
 EMA: \$520.13
 PW: \$4,775.76
 FD: \$1,225.70

Budgeted Amount: \$

Not Budgeted:

Executive Summary (if not budgeted please explain):

The eleventh annual Dupage Medical Group Fox Valley Marathon is proposed for Sunday, September 20, 2020. The layout and route will be the same as the 2019 event.

The race begins at 7:00 a.m., proceeding south on 1st Street to Route 31, and out of the city limits into Geneva and eventually to Aurora. The route then returns to St. Charles along Riverside Avenue, and finishes on the Illinois Street Bridge. Event organizers are also requesting that Municipal Lot *Second Court*, (located behind the Flagship/Pollyanna building) be closed on September 19 & 20 for the purposes of setting up “porta-johns” needed for the race participants and spectators.

- Illinois Street (between Rt. 31 and 2nd Ave) will be closed from 5:00 a.m. – 3:00 p.m. on Sunday, September 20th.
- Portions of Prairie Street, Riverside Avenue, and S. 1st Street will be closed as depicted in the attached event schematics.

The Kane County CASA Kid’s Marathon is proposed for Saturday, September 19, 2020, at 3:00 p.m. This race starts and finishes on 1st Street. For this race, a partial street closure will take place on Indiana Street, between 1st Street and the Fox River, between 2:55 p.m. and 3:45 p.m.

The event sponsors are also requesting the use of an amplification system (PA) on Illinois Street at the start and finish lines for the duration of the events on Saturday, September 19 from 3 p.m. – 4 p.m. and Sunday, September 20, 2020 from 6:15 a.m. – 1:30 p.m. Event sponsors were reminded by the Special Events committee to keep in consideration the surrounding neighborhoods when utilizing the amplification in the early Sunday morning hours.

The sponsors will ensure advance notification and promotion is done in the downtown area, with special emphasis on any business directly along the closure route.

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):

Map routes

Recommendation/Suggested Action (briefly explain):

The Police Department recommends approval of the street and parking lot closures and use of amplification equipment for the 2020 Fox Valley Marathon, and subject to any governmental sanctions regarding public gatherings, social distancing, etc., pertaining to COVID-19.

RECEIVED
 JAN 24 2020
 Building & Code Enforcement
 St. Charles, IL

CITY OF ST CHARLES
SPECIAL EVENT APPLICATION
THIS FORM MUST BE COMPLETED IN

2E Main Street



FULL & SUBMITTED 90 or 30 DAYS PRIOR TO THE EVENT

Permit No. 202000074 Date of Meeting: 2/16/20 Revised date 01/28/2015
9:30

Name of the Event: Fox Valley Marathon Date(s) of Event: 9/19 & 9/20

Special Event Application – 90 Days

The Special Event Application is due to the City of St. Charles a minimum of ninety (90) days prior to the event if it requires closure of public streets, use of public parking lots, or the service of alcoholic beverages that requires a liquor license to be granted. The 90-day time period allows sufficient time to evaluate the request and provide a recommendation to the City Council for its consideration.

Special Event Application – 30 Days

The Special Event Application is due to the City of St. Charles, at a minimum, thirty (30) days prior to the event if it does not require closure of public streets, use of public parking lots, or the service of alcoholic beverages that requires a liquor license to be granted.

A copy of the Application and Funding of Special Events is attached for your information.

Special Event Submittal Check List

- **Special Event Application**
 - Section 1 – Task List and Due Dates –90 day or 30 day submittal
 - Section 2 – General Information
 - Section 3 – Permits
 - Section 4 – Site Plan and/or Route Map
 - Section 5– Emergency Phone Tree and Contact
 - Section 6 – Emergency Crisis Management Procedures
 - Section 7 – Retail Merchants
 - Section 8– Hold Harmless Agreement
 - Any outstanding funds owed to the City of St. Charles**
- Application(s) for other permit(s) (See answers in Section 3)**
 - Outdoor Sales/Event Permit Application and Submittal Fee
 - \$65**
 - Loudspeaker/Amplifier License Application and Submittal Fee
 - \$5 per day**
 - Class E Liquor License Application and Submittal Fee
 - \$50 per day** – E-1 (Not-for-Profit)
 - \$100 per day** – E-2 (Special Civic Event)
 - Carnival License Application and Submittal Fee
 - \$30 each** – Rides
 - \$20 each** – Amusement Stands, Food Stands, Entertainment Shows, Other

Received:	Fee Paid: \$
Receipt #	Check #
Copies of application distributed to:	
Police: _____	Fire: _____ PW: _____
Electric: _____	

SECTION 1 - TASK LIST AND DUE DATES

Use this form to determine the date each of these tasks needs to be completed. For tasks that do not apply, please mark "N/A" in the Due Date column. If the Due Date falls on a weekend or holiday, the Due Date becomes the next normal business day. However, this does not affect the other Due Dates, as they are only dependent on the date of the special event.

Task to be completed for Events that require 90 days (All items due to City unless noted)	Days Due Before Event	Due Date
Date of the Special Event	- N/A -	
If event takes place in downtown St. Charles you are to complete an application through the St. Charles Downtown Partnership.	120 days	
Submit Special Event Application	90 days	
Payment of any outstanding funds due to the City of St. Charles	At time of submittal	
Provide verification of organization legal status, i.e. NFP, Partnership, Corporation A copy of 501(C)3 document is to be submitted with application.	At time of submittal	
Submit Class E Liquor License Application	90-days	
Submit Outdoor Sales Permit Application	90-days	
Submit Loudspeaker/Amplifier License Application	90-days	
Submit Raffle Permit Application (Kane & DuPage County)	At time of submittal	
Submit Carnival License Application	90 days	
Submit Fireworks Permit Application	60 days	
Submit Original Certificate of Insurance	21 days	
Submit copies of other required permits	At time of submittal	
Emergency Phone Tree	At time of submittal	
Emergency /Crisis Management Procedures	At time of submittal	
Submit Listing of Participating Retail Merchants/Applicable Food Vendors to Finance Department using Pre-Defined Form in Excel format	14 days	
Notify residents/businesses of special event	14 days	

City Services Requested:			Comments
Police	Yes	No	
Fire/EMS	Yes	No	
EMA	Yes	No	
Public Services	Yes	No	
Electric	Yes	No	
Water	Yes	No	
Other:	Yes	No	

Task to be completed for Events that require 30 days (All items due to City unless noted)	Days Due Before Event	Due Date
Date of the Special Event	- N/A -	
Submit Special Event Application	30 days	
Payment of any outstanding funds due to the City of St. Charles	At time of submittal	
Provide verification of organization legal status, i.e. NFP, Partnership, Corporation A copy of 501(C)3 document is to be submitted with application	At time of submittal	
Submit Raffle Permit Application (Kane & DuPage County)	At time of submittal	
Submit Outdoor Sales Permit Application	At time of submittal	
Submit Original Certificate of Insurance	21 days	
Submit copies of other required permits	At time of submittal	
Emergency Phone Tree	At time of submittal	
Emergency /Crisis Management Procedures	At time of submittal	
Submit Listing of Participating Retail Merchants/Applicable Food Vendors to Finance Department using Pre-Defined Form in Excel format	14 days	
Notify residents/business of special event	14 days	

City Services Requested:			Comments
Police	Yes	No	
Fire/EMS	Yes	No	
EMA	Yes	No	
Public Services	Yes	No	
Electric	Yes	No	
Water	Yes	No	
Other:	Yes	No	

SECTION 2 – GENERAL INFORMATION

Permit No. 202000074

Name of Event: DuPage Medical Group Fox Valley Marathon / CASA Fox Valley Kids Mar

Type of Event: Parade Walk/Run/Bike Festival Other

Location of Event: Start/Finish is between Indiana/Illinois & 1st St. Site plans are attached

Date(s) of Event: 9/19 & 20 Hours of Event: 7am to 5pm Estimated Attendance: 5000+

Event Website: www.fv26.com

Purpose of the event: To use the sport of marathoning to promote fitness, support local businesses and charities in the Fox Valley area. Specific event details and benefits to the area's businesses and charities are attac

Name of sponsoring organization(s): ShebBix Inc

Please list the organization's legal status (i.e. NFP, Partnership, and Corporation) : **A copy of the 501(C)3 document is to be submitted with application.**

(Documentation will need to be submitted providing status)

Type of Entity	Check Box that Applies	City Supporting - Existing Event	City Support – New Event
Governmental Entity		100%	100%
Private/For Profit Entity	X	0%	0%
Non-Governmental/Non-Profit Entity		50%	0%

Contact person from sponsoring organization: Dave Sheble

Organizer address: [REDACTED]

City: St Charles State: IL Zip: 60560

Home Phone: _____ Cell Phone: [REDACTED] E-mail: [REDACTED]

Second contact person (emergency): Craig Bixler Phone: [REDACTED]

Is this an annual event? YES NO If yes, please provide event date(s) for next year: 9/19/21

If the event is a recurring event, please state any problems and/or incidents that have occurred in past years, such as sound amplification, neighborhood parking complaints, etc.

None we are aware of

What, if anything, are you doing to rectify the problem(s)?

SECTION 3 - PERMITS

Will you be having a fireworks display at your event? YES NO

If yes, you have to submit a **Fireworks Permit Application** sixty (60) days prior to the event. Please contact the St. Charles Fire Department to complete the application.

Does your event include the use of a tent? YES NO

If yes, you must submit an **Outdoor Sales Permit Application** ninety (90) days prior to the event. Please visit www.stcharlesil.gov, or contact Building and Code Enforcement to obtain an outdoor sale permit application.

Will you be using speakers and/or sound equipment at your event? YES NO

If yes, you must submit a **Loudspeaker/Amplifier License Application** ninety (90) days prior to the event. Please visit www.stcharlesil.gov, or contact the Mayor's Office to obtain a loudspeaker/amplifier license application.

Are you holding a raffle at your event? YES NO

If yes, you may have to submit a **Raffle Permit Application**. For the raffle permit application for Kane County, please visit www.co.kane.il.us/COC, or contact the Kane County Clerk's Office at 630.232.5950. For the raffle permit application for DuPage County, please visit http://www.dupageco.org/countyclerk/generic.cfm?doc_id=631 or contact the DuPage County Clerk's Office at 630-407-5500.

Will you serve alcohol at your event? YES NO

If yes, you must submit **Class E Liquor License Application** ninety (90) days prior to the event. Please visit www.stcharlesil.gov, or contact the Mayor's Office to obtain a Class E liquor license application.

Will there be amusement rides at the event? YES NO

If yes, you must submit **Carnival License Application** ninety (90) days prior to the event. Please visit www.stcharlesil.gov or contact the Mayor's Office to obtain a carnival license application.

Will you serve food at your event? YES NO

If yes, please indicate the number of vendors _____

Note: A list of food vendors must be submitted prior to the inspection of your event.

Are you requesting the use of any other city-owned property, i.e. parking lots, etc.? YES NO

If yes, please indicate the property that you are requesting to use.

Would you like to request the closing of city streets? YES NO

If yes, please fill in the following information or submit a route map along with this application:

STREET	FROM	TO	DATES	TIMES
Plan is attached				

Does your event require the use of city sidewalks? YES NO

Does your event require temporary electric service? YES NO
 - If yes, please indicate location(s) electric is needed on next sheet.

Does your event require temporary water/hydrant meter? YES NO
 - If yes, please indicate location(s) for hydrant meter(s) on next sheet.

SECTION 4 - SITE PLAN AND/OR ROUTE MAP

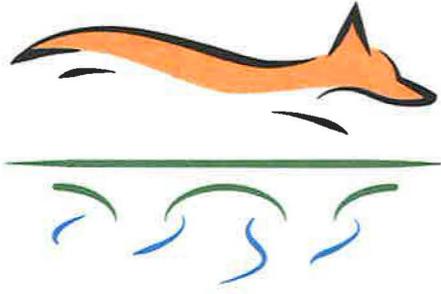
Please use the space below to illustrate the layout for your event. If you need additional space, please attach a separate sheet.

If applicable, the following must be included:

Location of food vendors (FV)
Location of beverage vendors (BV)
Location of garbage receptacles (G)
Location of toilets (T)
Location of hand washing sinks (HWS)
Location of retail merchants (RM)
Location of First Aid (FA)

Location and number of barricades (B)
Location of fire lane (FL)
Location of fire extinguishers (FE)
Public entrances and exits (PE)
Location of sound stages and amplified sound (S)
Location of residential streets surrounding events
Electric (E)
(Hydrant Meter (H20))

DuPage Medical Group Fox Valley Marathon



Fall Final 20 | Half Marathon
September 20, 2020



September 19, 2020



Event Schematics

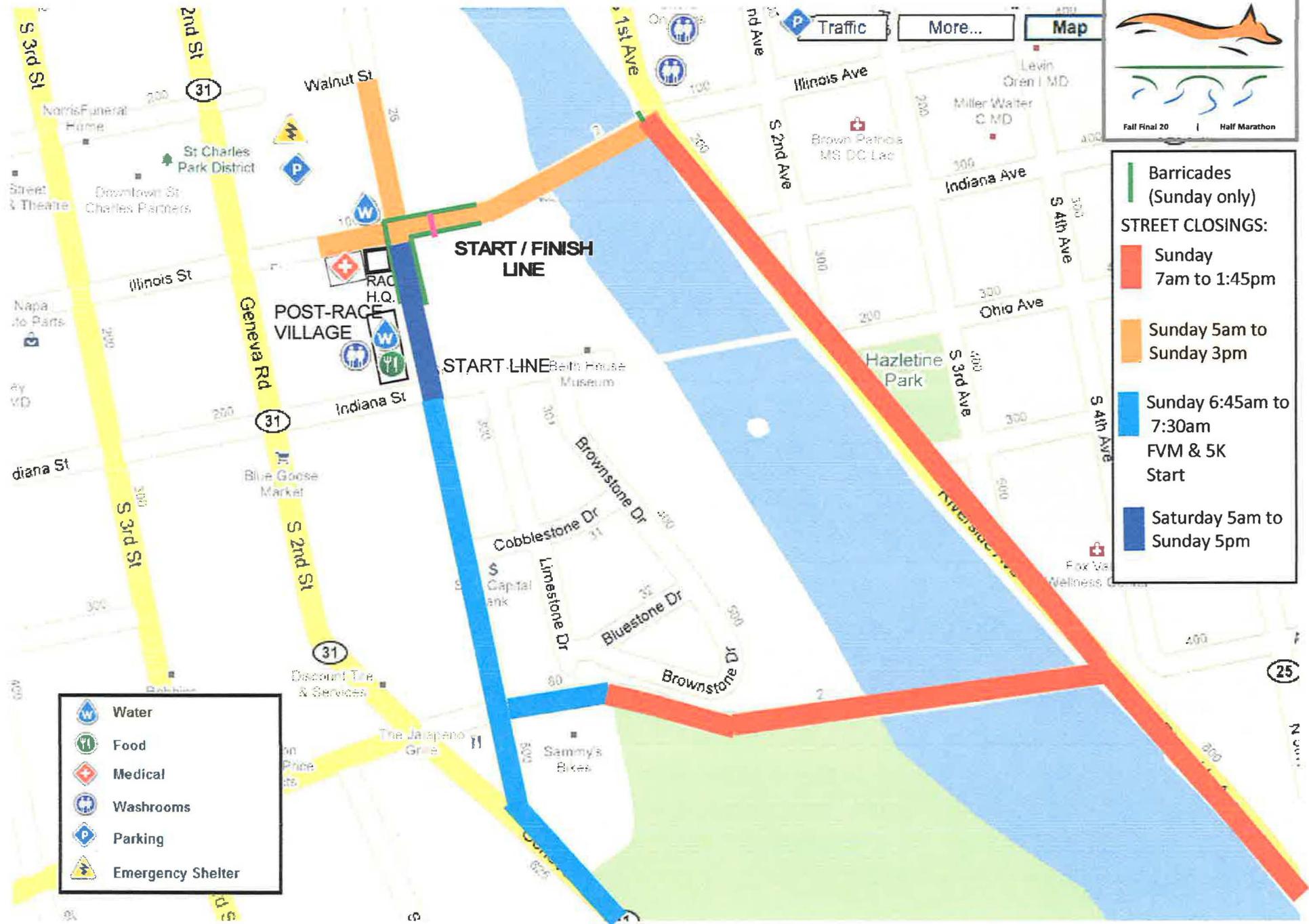
- FVM Road Schematics
- FVM Village Schematics
- FVM Kids Marathon Schematics

STREET CLOSING START SCHEMATIC Sunday September 20, 2020

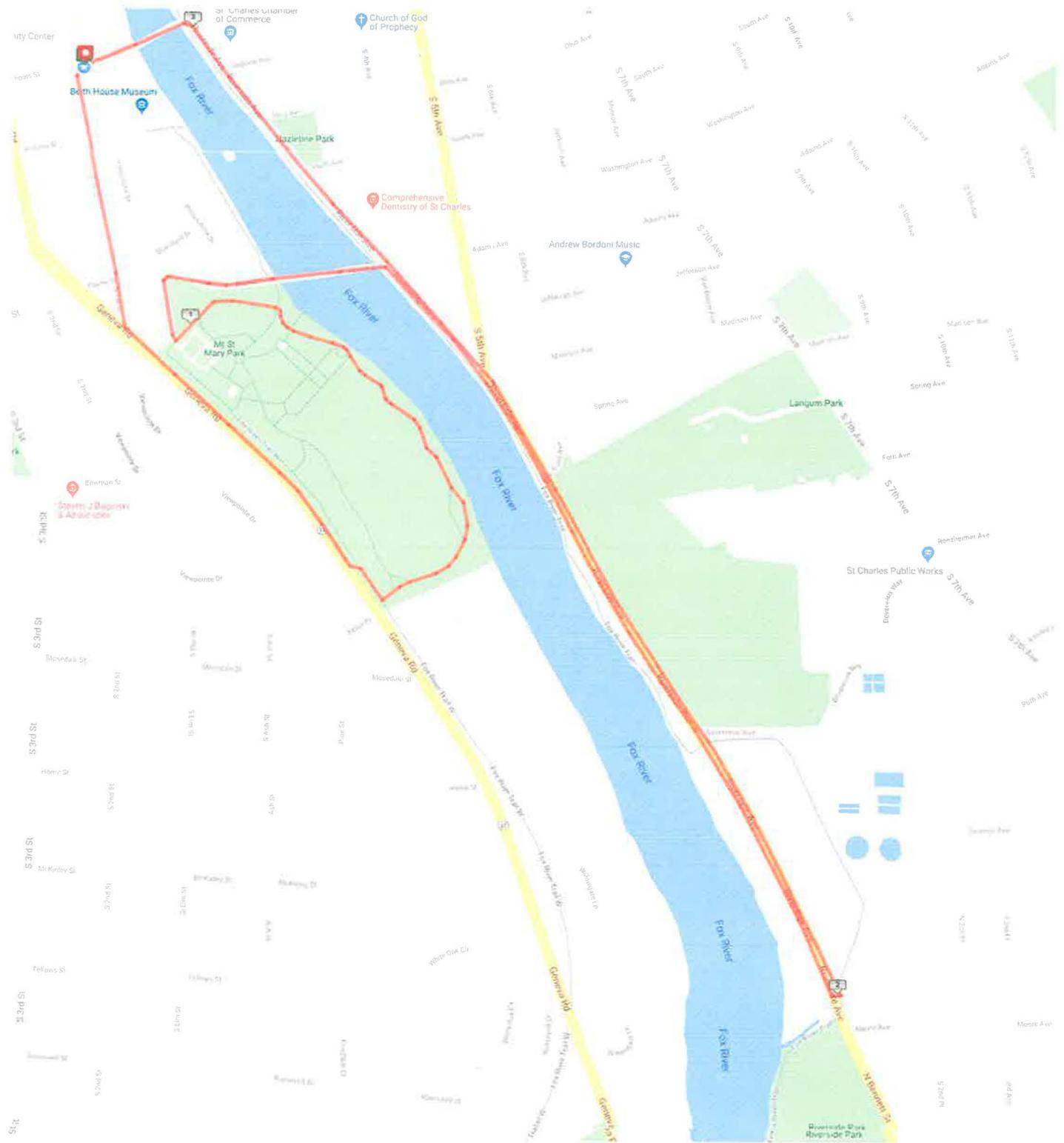
DuPage Medical Group
**Fox Valley
Marathon**



Fall Final 20 | Half Marathon



5K COURSE
7:00-8:00am
Sunday September 20, 2020



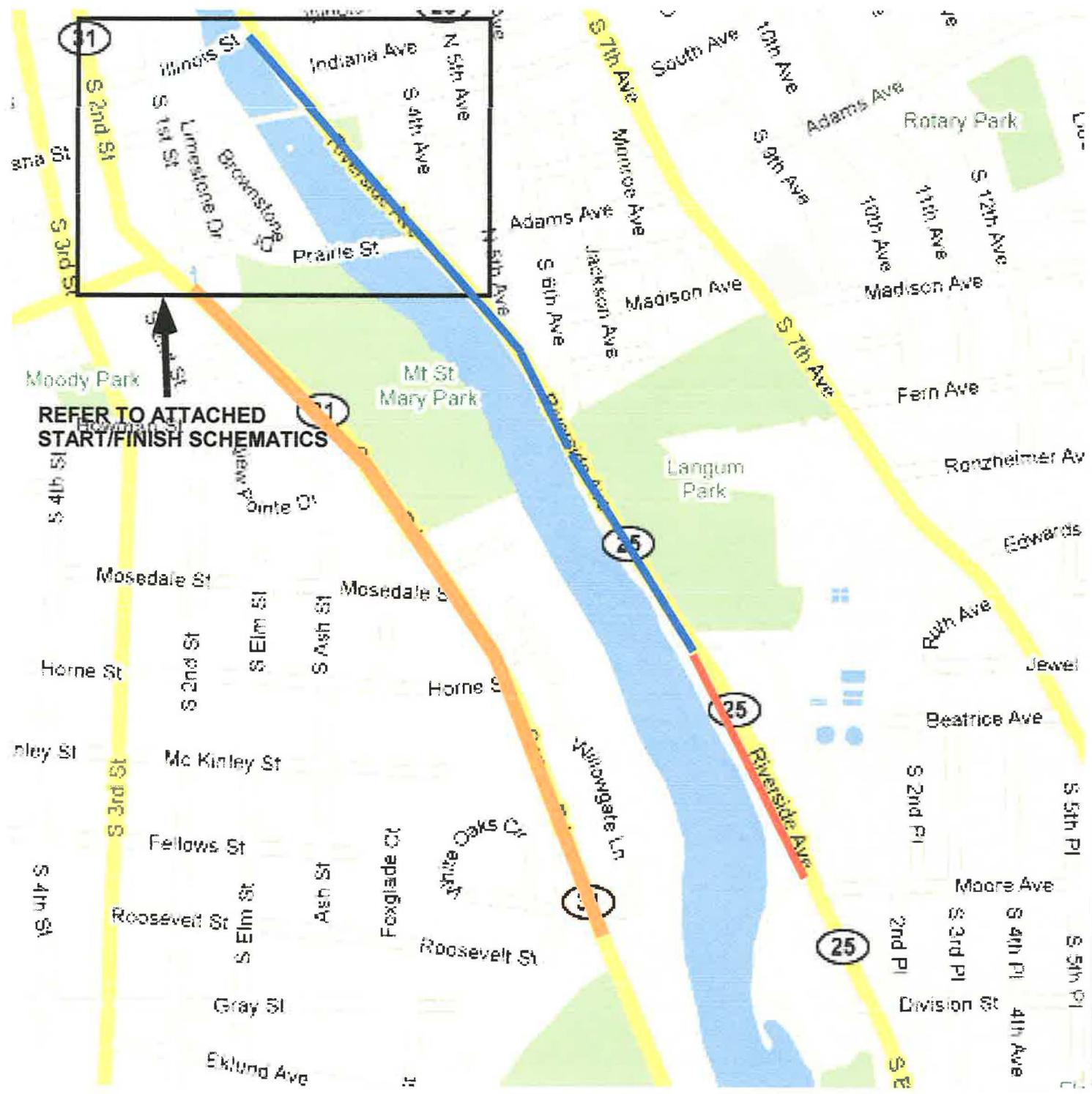


September 20, 2020

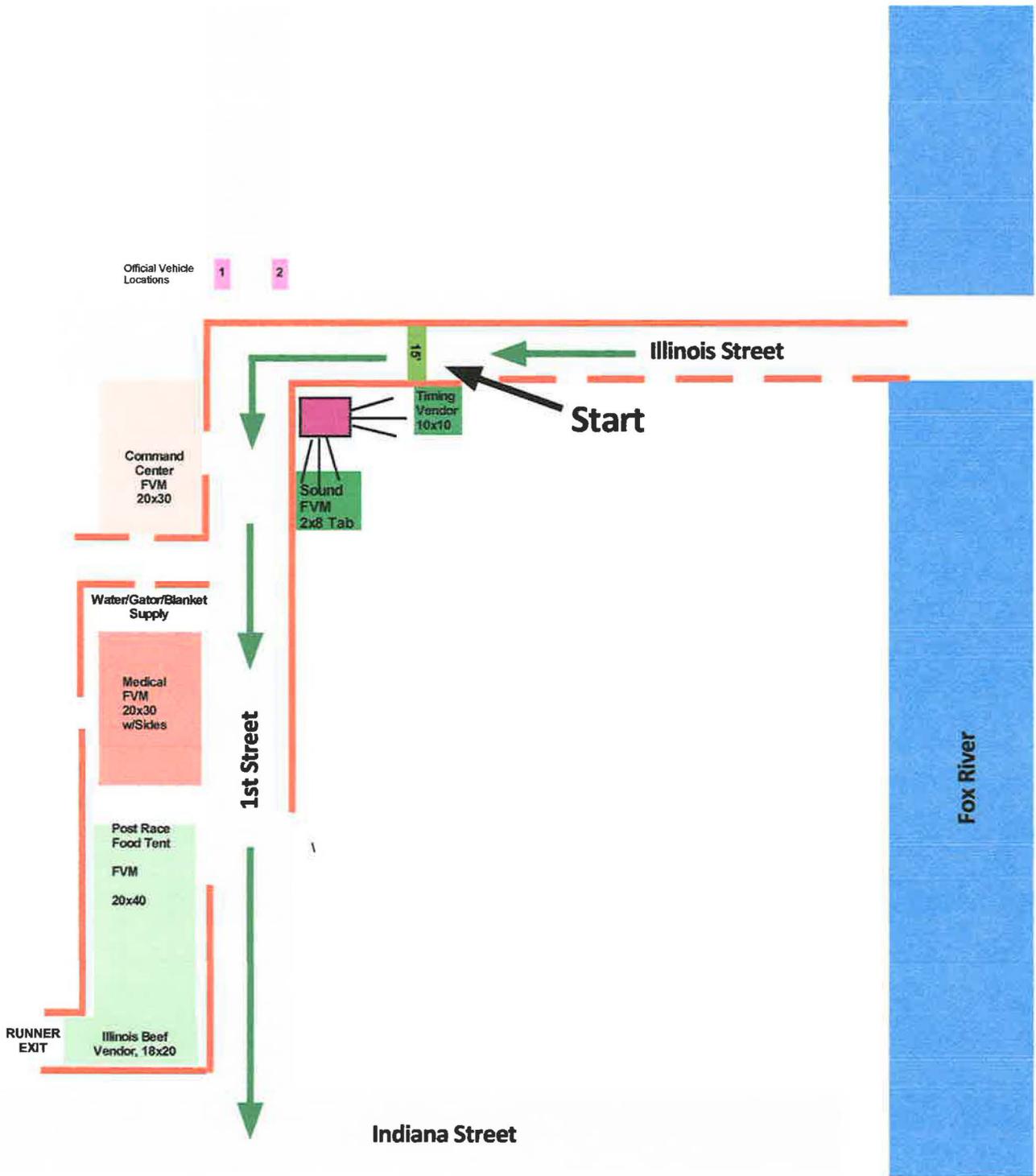
RTE's 25/31 SCHEMATIC

STREET/LANE CLOSINGS:

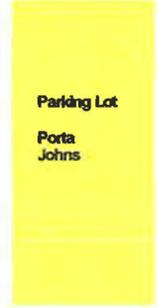
- █ Sunday
7:00am to 8am
BOTH LANES FOR 5K
- █ 8am to 1:30pm
SINGLE PERSON WIDE,
CONED LANE
West side of southbound lane.
STC Police controlled, while still
allowing two-way vehicle traffic.
- █ Sunday 7am to 1:30pm
Riverside closed, both lanes
- █ Sunday 7am to 7:30am
SOUTHBOUND ONLY. STC Police
controlled.
Geneva takes over at city limits



REFER TO ATTACHED START/FINISH SCHEMATICS



Riverside closed
at Walnut
5am - 3pm



Illinois closed
at 2nd
5am - 3pm



2020 Start Schematic

- Tents**
- 1x 20x35 Food
 - 2x 20x30 Cmd, Medical (sides)
 - 1x 20x20 DPA
 - 3x 10x20 PV/NV, Award, Result

- Tables: 62 + 41**
- 04 IL St
 - 04 DPA
 - 10 Cmd
 - 15 RAEPN
 - 10 Med
 - 14 Food
 - 02 TCAM
 - 02 PRTR
 - 02 Kingdom
 - 02 FVFFH
 - 06 Garden
 - 06 Progressive
 - 41 @ Main St

- Chairs: 153 + 13**
- 03 IL St
 - 00 DPA
 - 05 Cmd
 - 13 RAEPN
 - 06 Med
 - 16 TCAM
 - 16 PRTR
 - 18 Kingdom
 - 18 FVFFH
 - 48 Garden
 - 04 Progressive
 - 13 @ Main St

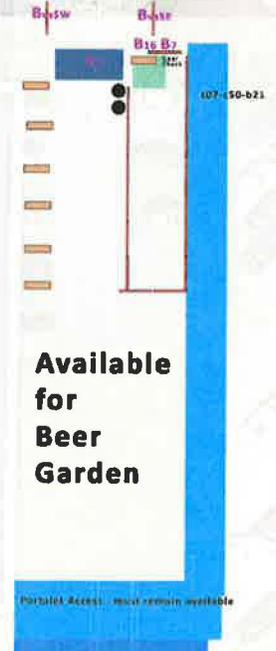
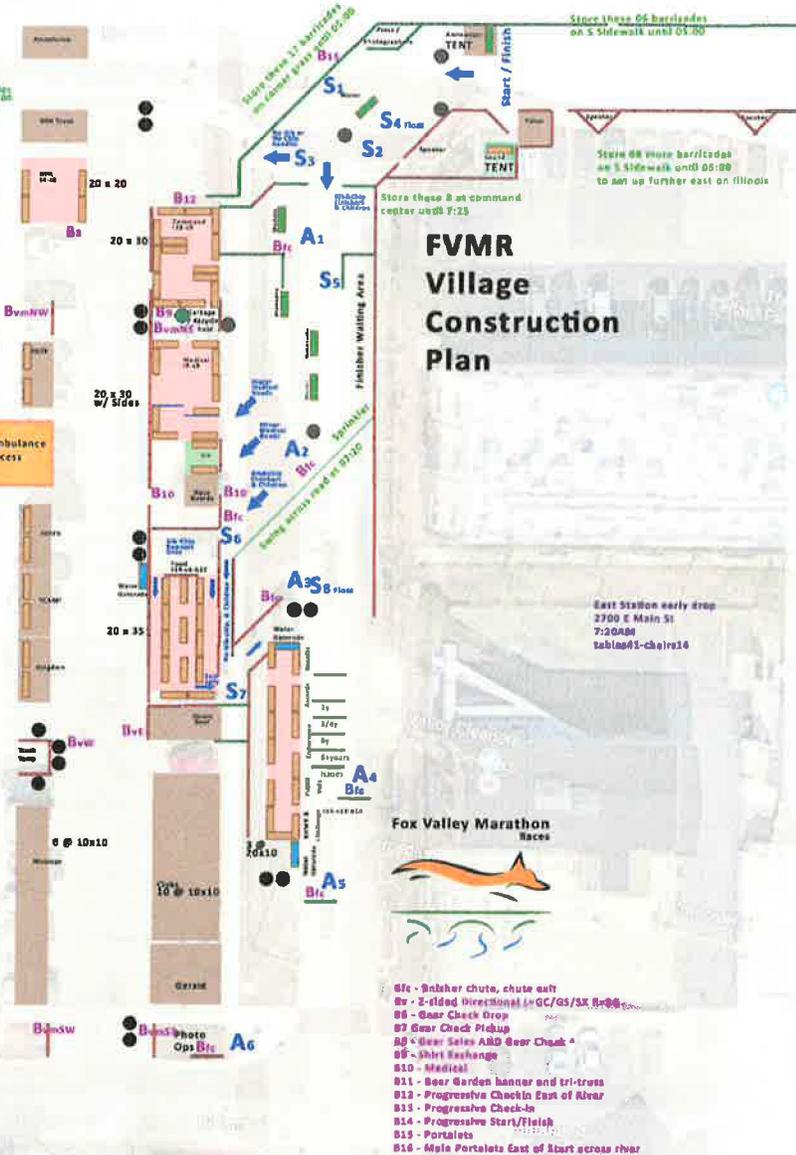
- Barricades: 156 @ 10'**
- 21 Gear Pickup
 - 06 Gear Drop
 - 16 RAEPN
 - 17 Cmd/Medical
 - 27 Food
 - 06 1st St Angle
 - 10 1st St E
 - 13 1st St SE corner
 - 37 1st St NW corner
 - Announcement to Cmd
 - 17 Illinois St Near E
 - 08 Illinois St Per E
 - 00 Progressive

- Trash Cans: 24**
- 6 Command
 - 18 Village

- Cones: 90**
- Yard Stakes

Ujings St
14-25

Progressive Packets
E of River
15-c4, 2 fvmr tents



6c FINISHER CHUTE ...

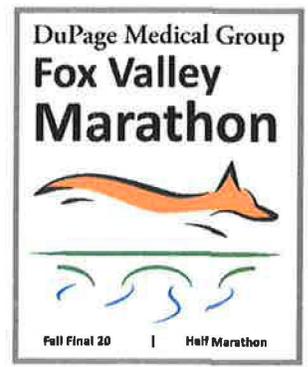
CHUTE ACCESS: 10x35 tent, 10x35 tent, 10x35 tent

CHUTE EXIT ...

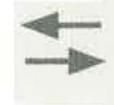
6d RACE VILLAGE SOUTH ...

6e RACE VILLAGE NORTH ...

6f RACE VILLAGE SOUTH ...



Main Village and Finish Schematic



V

V

Parking Garage

Volunteers monitor Ramp down traffic and parking north of gear check



Gear Check Barricaded First 10 Spots on the east side to the wall

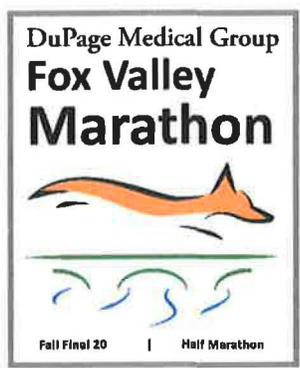
Ist St

Drop off- Only FVM Volunteers behind Tent Pickup - Runners walk behind barricades to pickup gear in green area

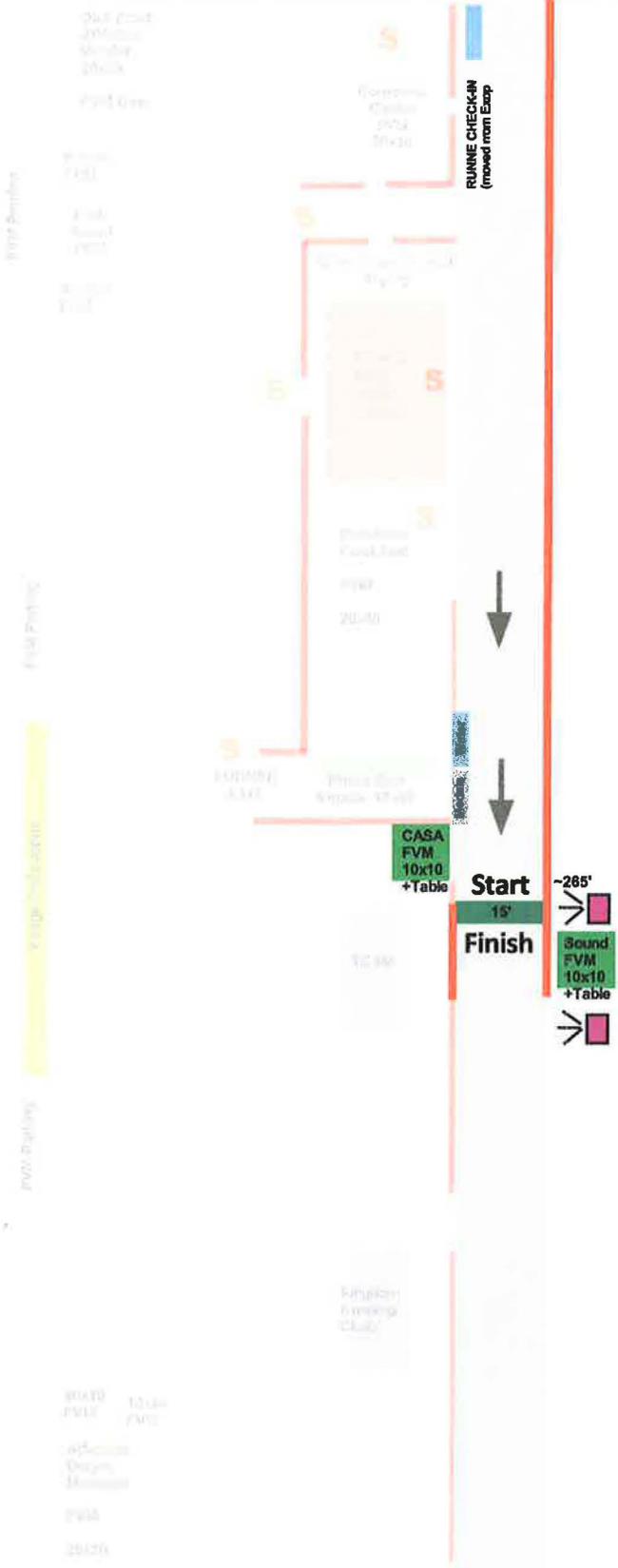
Illinois St

FVM Finish Line

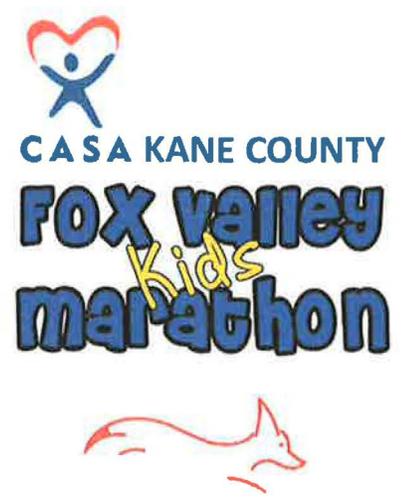
FVM Race Village



Parking Garage Gear Check Fox Valley Marathon Schematic



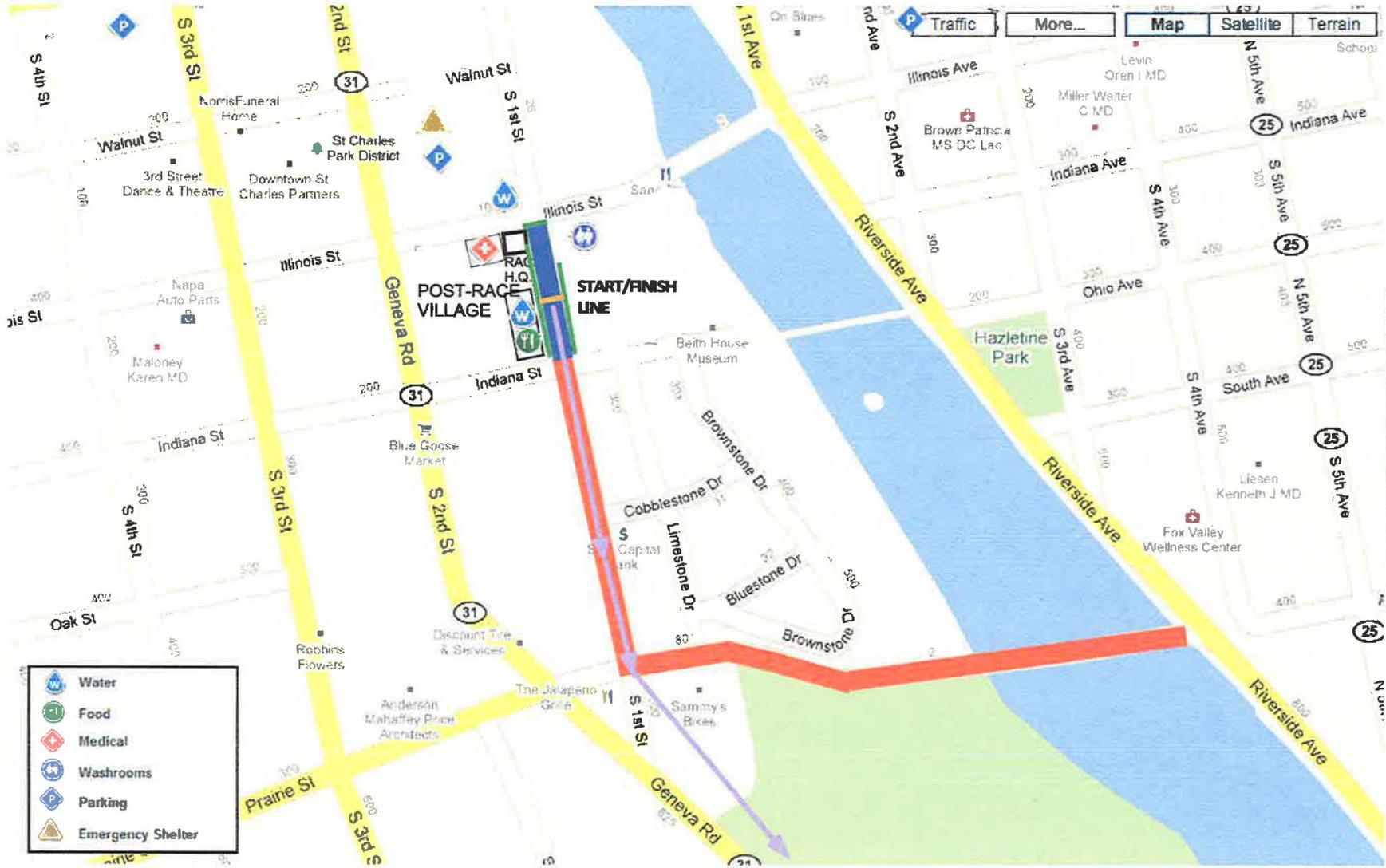
Banner Notes:
 -Use Non-Advocate Start/Finish banners
 -Use CASA Horizontal & Vertical banners on start/finish & barricades only.
 No other sponsors or banners unless approved



**Fox Valley Marthon Kids Marathon START Schematic
 September 19, 2020 2:55 - 3:40pm**



September 19, 2020
START SCHEMATIC

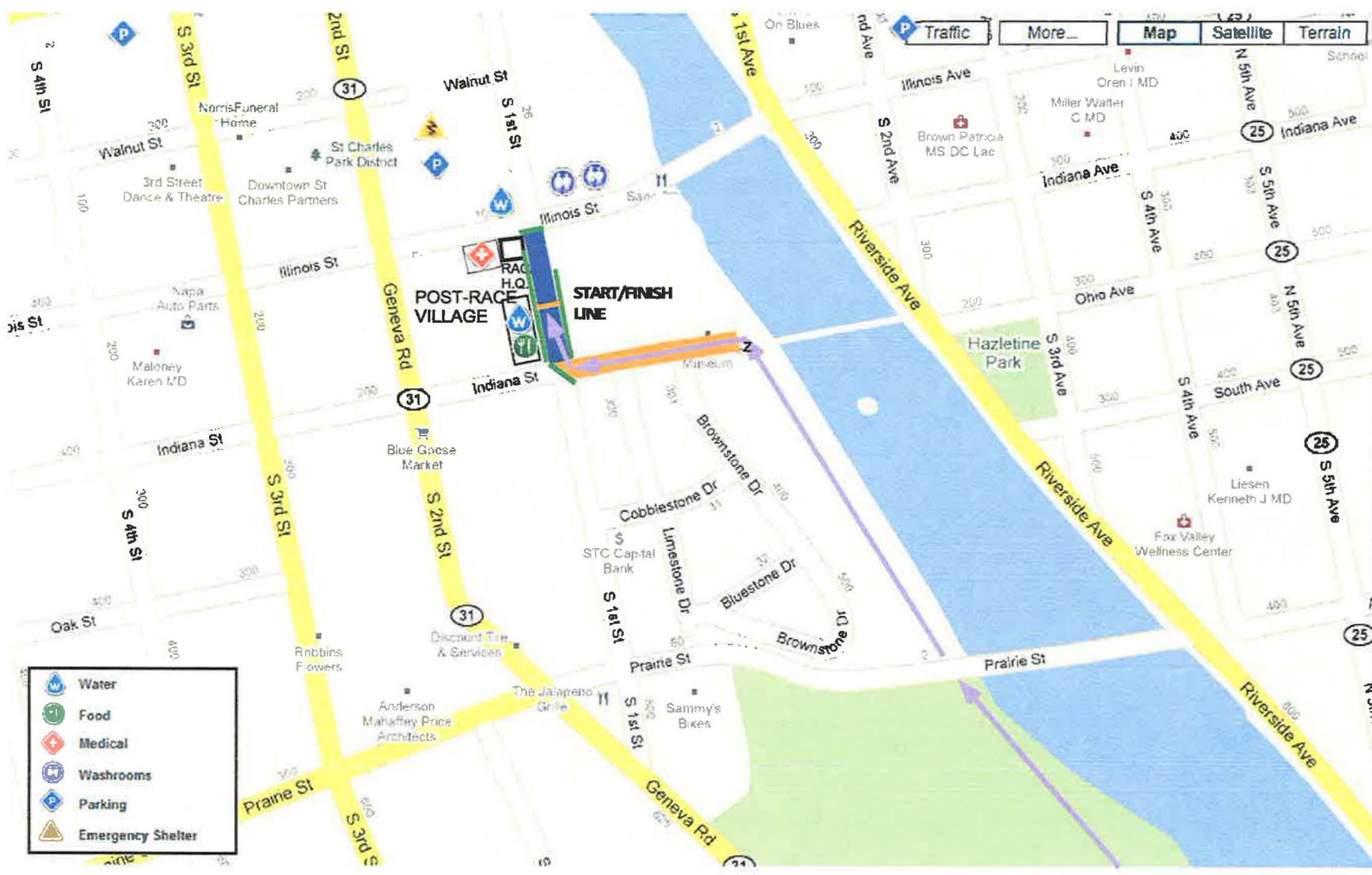


- Water
- Food
- Medical
- Washrooms
- Parking
- Emergency Shelter

- Barricades
- STREET CLOSINGS:**
- Saturday 2:55pm to 3:15pm
- Saturday 5am to Sunday 5pm
- Course Route (Start)



September 19, 2020
FINISH SCHEMATIC



- Water
- Food
- Medical
- Washrooms
- Parking
- Emergency Shelter

Barricades

STREET CLOSINGS:

- Saturday 5am to Sunday 5pm
- Saturday 2:55pm to 3:40pm

Note: Traffic can flow from Indiana to 1st St, south of Indiana (45 degree barricade) from 3:15 on

Course
Note: goes UNDER Prairie St

Section 5 – Emergency Phone Tree

Please use the space below to illustrate the Emergency Phone Tree for your event or submit a separate form detailing your Emergency Phone Tree. If you need additional space, please attach a separate sheet.

Event Title Fox Valley Marathon Date(s) of Event 9/19 & 9/20

Emergency Contact Information

Primary Contact: Dave Sheble Secondary Contact: Craig Bixler

Title: Co-Race Director Title: Co-Race Director

Phone No: [REDACTED] Phone no.: [REDACTED]

Tertiary Contact: _____ Operations Manager: Tom Horvath

Title: _____ Title: Race Manager

Phone No: _____ Phone no.: [REDACTED]

Site Managers and miscellaneous contacts

Location: _____ Location: _____

Date(s): _____ Date(s): _____

Name: _____ Name: _____

Phone # _____ Phone #: _____

Location: _____ Location: _____

Date(s): _____ Date(s): _____

Name: _____ Name: _____

Phone # _____ Phone # _____

Location: _____ Location: _____

Date(s): _____ Date(s): _____

Name: _____ Name: _____

Phone #: _____ Phone # _____

Section 6– Emergency or Crisis Management Procedures

Please submit your Emergency or Crisis Management Procedures for your event or use the provided example. If you need additional space, please attach a separate sheet.

Emergency/Crisis Management Procedures

1. In the case of any incident, accident or anything deemed “out of the ordinary” (including inclement weather and its potential affects on patrons, property and/or equipment).
_____ has designated _____ with the responsibility of being the CRISIS MANAGER (CM). This position will empower the designated person to make decisions on behalf of _____, coordinate with local authorities for an action plan and to make any statements to the press (if applicable).

2. In the case of any incident, accident or anything deemed “out of the ordinary” (including inclement weather and its potential affects on patrons, property and/or equipment) ALL _____ staff will be instructed to:
 - a. Act as quickly and professionally as possible;
 - b. To contact their immediate supervisor and/or the on-site _____ management representative;
 - c. Have as much factual information available as possible – not to speculate as to the cause of the incident, accident, etc., unless requested by the CM;
 - d. Follow the directions of the immediate supervisor and/or the on-site _____ management representative explicitly;
 - e. Recommend that people leave the area first, or at the very least go to their vehicles. If unable to evacuate (staff, disabled, families, etc.) use the lower levels of the parking decks. (West Side, Walnut Street & 1st Street), (East Side, Walnut Avenue & 3rd Avenue). In the event of Tornado Warnings on Saturday and Sunday, Park District staff will open the Pottawatomie Park Community Center so people can seek shelter there, if desired;
If at a location with food, vendors and/or ride operators: turn off all power, gas and grills so unattended energy sources do not catch on fire.

3. These steps should be taken immediately following any incident/accident:
 - a. Get medical help to the parties involved (if applicable);
 - b. Work with sound/announcer, lighting, etc. to inform the patrons of necessary information and/or divert the patron’s attention;
 - c. Resume scheduled activity as soon as possible (subject to #5 below);
 - d. Call the police or other authorities and report any accident;
 - e. Identify witnesses to the incident to obtain statements if necessary;
 - f. Contact a Site Manager for an Incident Report.

4. The CM will communicate to all staff, volunteers, and other personnel that all communication with the press, police, or any other authority will be handled solely by the CM. Police may request information from event personnel and everyone associated with

_____ will cooperate with the police department. We will not interfere with police investigations and/or action plans and we will provide the police with materials available upon their request. Any and all materials requested should not be given out until copies of all information can be reproduced for _____.

5. The CM will consult with the local authorities. If it is determined conditions are so extreme the festival cannot continue, the CM will consult with _____ to discuss alternatives.
6. An official statement will be written and given to the CM as soon as it can be formulated by _____ management. No personnel or staff should offer any information to any media other than the provided statement. No media questions should be answered unless otherwise instructed.
7. Always remember to follow these guidelines:
 - a. Keep as cool and calm as possible;
 - b. Cooperate fully with the authorities. Be as accurate as possible, don't speculate with anyone, including _____ personnel;
 - c. Direct any and all media questions to CM, and only read official statements prepared by _____ Management;
 - d. Use common sense. Think before you act, and always be professional;
 - e. Fill out a Festival Incident Report as accurately as possible;
 - f. Get a copy of the Incident Report from the police and a report from the hospital (if applicable).

Additional Notes:

EMERGENCY ACTION PLAN

FOX VALLEY MARATHON

INTRODUCTION

Emergency situations may arise at any time during athletic events. In order to facilitate appropriate, effective, and timely care **Harpreet Ghuman MD**, volunteer Medical Director for the **Fox Valley Marathon**, have devised this emergency action plan to follow in case of an emergency.

Organizations in charge of athletic events must be prepared to handle life-threatening situations to provide standard of care treatment. This emergency action plan details specifics of those medical personnel that will be involved, provides for medical equipment that will be prepared and supplied during the event, establishes courses for communication to be used, and allows for organization of care to be given in an emergency situation.

This is the purpose of the emergency action plan established for the Fox Valley Marathon.

COMPONENTS OF THE EMERGENCY ACTION PLAN

- I. Emergency Plan Personnel
- II. Emergency Communication
- III. Emergency Equipment
- IV. Map of Venue
- V. Storm Safety Plan
- VI. Follow up

I. Emergency Plan Personnel

A. Personnel on Site

The volunteer medical personnel at the aid stations and main medical tent will consist of a team of 1-3 health care providers, including a physician and physician assistants, multiple levels of nurses, physical therapists and athletic trainers. Medical personnel will be identified by a red medical T-shirt and identification badge. These medical personnel will be additional to the volunteers provided by the race organizers.

First aid stations will be located approximately every 1 to 2 miles on the course. There will be a total of 15 outlying stations and one main medical tent at the Start/Finish line.ers

B. Roles of the Emergency Team

1. Acute Care of the Athlete
At least one individual trained properly in first aid, CPR, and disease transmission prevention will be located at each first aid station (preferably a physician). First aid and CPR will be initiated according to the specific skills of the trained medical personnel present. The marathon medical team will be the initial responder for all non life-threatening injuries, and EMS personnel will be called if needed. Injuries treated will be documented as per Attachment A.
2. Emergency Medical Equipment
Appropriate emergency medical equipment and supplies will be obtained prior to the event and provided at the individual first aid stations and main medical tent the day of the race. First aid stations will be equipped with basic medical supplies and appropriate medical equipment. Those personnel familiar with the type of equipment necessary in an emergency will be available to operate the equipment

at the aid stations. Emergency equipment and supplies will also be present at the main medical tent, assisted by a stationary ambulance unit at the start/finish line.

3. Activate Emergency Medical System

One member of the on-site emergency medical personnel (medical director) will be responsible for activating EMS for participants requiring transport. This person will be in direct communication with the EMS system covering the event. All other medical personnel working the event will coordinate calls for EMS services through this central person. The functioning of the communication system will be checked prior to the start of the event.

4. Direct EMS to the Scene

Medical personnel on-site will have a course map (see IV below). In the event EMS personnel are needed, the on-site medical personnel will give them directions to the site of the injury/event. One individual from the responding first aid station will be designated to retrieve EMS and direct them to the scene, if necessary. This person will assist with moving of barriers and dispersal of spectators as needed.

C. Activating EMS

1. Contact Medical Director via two-way transmission and voice need for EMS transport. Deliver a brief description of the situation and necessary information in a calm, organized and effective manner. Then release the "talk" button on the radio and listen for instructions.
2. Information provided to EMS transport personnel:
 - a. Name, number, and location of medical personnel
 - b. Number of athletes
 - c. Status of the athlete(s)
 - d. First aid provided prior to EMS arrival
 - e. Directions to rescue scene
 - f. Other information requested by the dispatcher
3. If unable to contact Medical Director, contact on-site EMS personnel (located at the Main Medical tent) or call 911 as a last option

D. Support Medical Personnel

There will be one dedicated ambulance at the event, stationed at the Start/Finish line. In the event a transport needs to occur on the course, the EMS system will be activated through central command and the closest jurisdiction to the runner will dispatch an ambulance to respond. **The dedicated ambulance at the Start/Finish area is stationary so will not leave that area under any circumstances.**

There will be 6 golf carts distributed over the course and 4 sag vans for transportation of non life-threatening injuries back to the main medical tent for evaluation and treatment. These vehicles will be driven by volunteers.

E. Transportation to ER

EMS will provide transportation for those runners with life-threatening conditions to the closest designated facility. In non-life threatening situations, an individual provided by the athlete will be allowed to transport him/her to the appropriate facility, per the determination of the on-site medical personnel.

II. **Emergency Communication**

Effective communication is essential in order to deliver quick and appropriate medical care. All responders on the scene and emergency medical personnel must be competent with the transfer of information. Those health care professionals who are calm and most comfortable with

providing information will be in charge of communication. There will be one person at each aid station designated to do communications with the medical director.

Portable two-way radios will be used for communication with the medical director, race organizers and other medical personnel as necessary. Back-up systems will include personal cellular telephones. Contact information will be provided to the medical personnel before the start of the race.

III. Emergency Equipment and Supplies

Available emergency equipment is a necessity during any athletic contest. It is especially important in regard to endurance events. Equipment should be up-to-date, in working order, and appropriate for the level of care that is to be provided.

First aid equipment will be obtained and stored in a clean, safe environment prior to the day of the race. It will be readily available for use on the day of the race.

The emergency medical equipment and supplies provided at the aid stations will include basic emergency supplies for bleeding and other common problems, emergency medications (Epi-pens, Albuterol inhalers and some OTC medications) and an AED.

IV. Map of Venue

A map of the marathon course will be distributed to all medical personnel prior to the race. Each aid station will establish a route of entry for EMS personnel.

V. Storm Safety Plan

A. Race Cancellation/Delay

1. Start Delay

The start of the Fox Valley Marathon will be delayed up to 1 hour if any of the following weather conditions exist: Tornado Watch, Thunderstorm/Lightening, and "Heavy" Rain

2. Event Cancelled

This event will be canceled if any of the following weather conditions exist: Tornado Warning, Severe Thunderstorm/ Lightening, Continuous Heavy Rain or Temperature over 28° C (84°F) at race start time.

3. Authority to Cancel/Delay Race

The Race Director, in accordance with local law enforcement/safety officers has the authority to cancel/delay this event. Race Director may consult with local fire/safety commander and race medical director to gain consensus on race delay/cancellation.

4. Refunds

If threatening weather conditions force cancellation of the event, no refunds can be provided, since funds were already spent in preparation for Race Day. T-shirts will be distributed.

B. Cancellation/Delay Broadcast

The media broadcasting the event and the event emcees will communicate any delay and/or cancellation of Fox Valley Marathon. Warnings regarding inclement weather will be reported to all medical staff via cell phone or two-way radio transmission.

Ground Zero is located at the main medical tent in the start/finish area and will be utilized to communicate the decision. If necessary, medical personnel will direct

athletes and spectators to safer areas as instructed by the Race Director & law enforcement/safety officers.

C. Race Condition Color Code System

Color coding system will be used on the course at the start line and the aid stations to alert runners to conditions on the course.

Green: Running on Schedule: Course and weather conditions acceptable
Orange: Delayed Start: Waiting for weather or the course to clear
Yellow: Heat Advisory: Runners advised to take appropriate precautions
Red: Extreme Heat Advisory: Runners advised to slow run or walk
Black: Race is Closed: Make your way back to the finish line, however no official times will be given

VI. Follow up

A. The Medical staff will:

1. Document major medical incidences, action taken and discharge status of athlete on medical forms provided
2. Determine supplies used and need for any additional supplies or equipment
3. Evaluate effectiveness of action plan and propose future changes if necessary
4. Provide debriefing and feedback to personnel
5. Report all major medical occurrences, both treated on-site and athletes transported off-site, to the Race Directors

B. Post Race Meeting

A post-race meeting will occur between the Medical Director, Race Director and local fire/safety Director to review events and make suggestions for future races.

CONCLUSION

This emergency action plan outlines the personnel, equipment, and responsibilities of **volunteer marathon medical coverage & EMS** for the Fox Valley Marathon. This plan is a guideline and each emergency situation will be handled according to the provider's level of training, and dealt with on an individual basis.

SECTION 7 – RETAIL MERCHANTS

It is the responsibility of the event organizer to ensure that all participating retail merchants are properly collecting, reporting and filing City sales taxes from sales generated at the event, in accordance with State Statutes. The City’s current sales tax rate is 8%. Sales tax collections and forms are to be submitted to the State and not the City. For further information on how and where tax payments are to be submitted, please contact the Illinois Department of Revenue Registration Office at 1-800-732-8866.

Please answer the following question regarding the use of retail merchants in conjunction with your event:

Will your event include:

- Merchants selling retail merchandise? YES: NO: _____
- Food and/or beverages for immediate consumption? YES: NO: _____

If no, no further action is necessary.

If yes to either, you must provide a list of all participating vendors, including business name, address and State IBT number to the City’s Finance Department within 14 days of the event. A sample form in Excel format will be emailed to the event organizer’s email address. In addition, you must read and sign the following certification:

I understand that it is my responsibility to ensure that all retail merchants and/or food and beverage vendors participating in this event are aware of the rules and requirements for properly collecting and remitting any City sales taxes generated from sales at this event. I will provide the City with a complete listing of all merchants, including their name, address and State IBT number, within 14 days of the event.

Signature: _____

Date: 1/24/20

Name: Dave Sheble

Title: Co-Race Director

SECTION 8 – INDEMNIFICATION/HOLD HARMLESS

In consideration of the City of St. Charles permitting the ShebBix Inc
 (“Organization”) to conduct Fox Valley Marthon (“Event”), the Organization
 (name of organization)
 (name of event)
 recognizes, acknowledges and assumes any and all risks arising from or in any way
 related to the Event.

To the fullest extent permitted by law, the Organization hereby agrees to defend,
 indemnify and hold harmless the City of St. Charles, its officers, officials, employees and
 agents from and against all injuries, deaths, losses, damages, claims, suits, liabilities,
 judgments, cost, and expenses (including all attorney’s fees and costs), arising from, or
 resulting from or in any way related, directly and/or indirectly to the Event, except that
 arising out of the sole legal cause of the City of St. Charles, its officers, officials,
 employees and agents.

The Organization shall, at its own expense, appear, defend and pay all charges of
 attorneys and all costs and other expenses arising there from or incurred in connection
 therewith, and, if any judgment shall be rendered against the City of St. Charles, its
 officers, officials, employees and/or agents, in any such action, the Organization at its
 own expense shall satisfy and discharge same.

The invalidity of any provision(s) of this INDEMNIFICATION/HOLD
 HARMLESS or unenforceability of any of its provisions shall not affect the validity or
 enforceability of the remainder of this INDEMNIFICATION/HOLD HARMLESS.

The Organization and the authorized signatory below warrant and represent that
 the authorized signatory below has full authority to execute and submit this application,
 including, but not by way of limitation, the INDEMNIFICATION/HOLD HARMLESS

provisions contained herein.

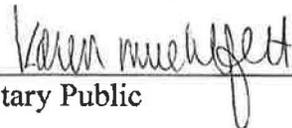
The Organization and the authorized signatory below agree to inform the City of St. Charles of any changes in the application at least thirty (30) days prior to the event.

SHERRIX INC
(Name of Organization)

1-24-2020
(Date)

by 
Authorized Signatory

Signed and sworn to before me this 24th day of January, 2020.


Notary Public



All applications must be signed and notarized.

After submitting all forms, your application will be reviewed by City staff. All departments that will be involved in providing services or permits for the event will be notified. **Please do not assume that all aspects of the event will be approved. You may be asked to make some changes to your plan based on the availability of services and scheduling of other events.**

The City of St. Charles reserves the right to cancel any event at any time for reasons deemed necessary by the City Council and/or City Administrator.

Deliver All Completed Items to:
City of St. Charles
Attn: Building & Code Enforcement
2 E. Main Street
St. Charles, IL 60174

Notwithstanding the above, an organization that elects to hold an event may be required to pay 100% of the fees and costs, if the City's fiscal year (May 1-April 30) budget does not include an allocation for the cost of services required.

III. REQUIREMENTS AND CONDITIONS

Alcoholic Beverages

A Class E (Temporary) Liquor License is required for the sale of alcoholic beverages. The City of St. Charles Liquor Commission must approve all Class E Liquor Licenses. Please visit www.stcharlesil.gov or contact Building and Code Enforcement to obtain an application. The City of St. Charles imposes a 2% tax on alcoholic beverages. Federal, state and local government bodies are exempt from this tax. Please contact the Finance Department at 630/377-4429 or visit the City's website for more information on the City's alcohol tax.

Amplification

An amplifier license must be obtained for use of any loudspeaker or amplifier connected with any radio, phonograph, microphone or any such device on any public street or public place. Please visit www.stcharlesil.gov or contact Building and Code Enforcement to obtain an application. The City of St. Charles reserves the right to discontinue the use of any amplified sound if deemed unreasonable by the St. Charles Police Department.

Block Parties

Special event application is not necessary for block parties; however the City of St. Charles requires that a permit be obtained for this type of gathering. For a block party permit application, please visit www.stcharlesil.gov or contact the St. Charles Police Department.

Carnivals

A carnival license must be obtained to give, conduct, produce, operate or present a carnival as defined in the City of St. Charles Code Book (5.48). Please visit www.stcharlesil.gov or contact Building and Code Enforcement to obtain an application.

Certificate of Insurance

A Certificate of Insurance is required for special events, naming the City of St. Charles as an additional insured. See Section V of this policy for insurance requirements.

Compliance with City Ordinances

The applicant shall comply with all applicable City ordinances, codes, conditions and requirements. The organizer should be aware that depending on the type of special event, this may require plan reviews and inspections by the Fire, Police, and/or Public Works Department.

Compensation for City Staffing

Depending on attendance and type of event, the City may require personnel, including Police and/or Fire at the function. City personnel involved during the day(s) of the event shall be charged back to the sponsoring agency, if applicable. The City shall determine the number of personnel necessary to ensure the safety of participants, minimize the inconvenience to residents and reduce the public liability exposure to the sponsoring agency, as well as the City. The bill will be transmitted to the sponsoring agency within sixty (60) days after the completion of the event.

Concealed Carry of Weapons

The Illinois Firearm Concealed Carry Act prohibits individuals from carrying a firearm on or into any public gathering or special event that requires the issuance of a permit from a unit of local government. Signs stating that the carrying of firearms is prohibited must be clearly and conspicuously posted at the entrances of the premises or prohibited area. The signs shall be of a uniform design. The City of St. Charles will maintain a supply of the required signs, and will provide them to event organizers for posting.

Downtown Events

Effective January 1, 2010, the number of special events that require street closures in the downtown area (SSA 1-B) for more than six (6) hours may be limited to one (1) every thirty (30) days. This restriction does not apply to event(s) on private property that require no street or parking lot closures.

Fire and EMS Support

Due to their size and/or location within the community, certain events may require fire and/or medical support on-site to supplement the City of St. Charles Fire Department's on duty capabilities. In these instances, the event organizer will be notified in writing of the required support personnel and equipment for which they will be responsible.

Fireworks

City of St. Charles Code Book (8.20) requires a permit for public exhibition of fireworks or pyrotechnics. Applicants should work with the St. Charles Fire Department to obtain the required permit. Permits for fireworks displays can take an extended amount of time to be processed, as additional requirements are present. In order to comply with these requirements, permit application should be submitted **sixty (60) days** prior to the intended date of the display.

Food and Beverage Health Inspections

Food and beverages shall not be sold at an event, unless approved and licensed, if necessary, by the Kane County Health Department. Event organizers are responsible for arranging health inspections for their events. Please call 630-444-3040 or 847-608-2850 for more information.

Hold Harmless Agreement

The event organizer must sign a Hold Harmless Agreement, agreeing to indemnify the City of St. Charles against any and all actions arising from, during, or as a result of the event.

Raffles

A permit is required for a raffle if the total aggregate value of the prize(s) is over five hundred dollars (\$500). For the raffle permit application for Kane County, please visit www.co.kane.il.us/COC or contact the Kane County Clerk's Office at 630-232-5950. For the raffle permit application for DuPage County, please visit http://www.dupageco.org/countyclerk/generic.cfm?doc_id=631 or contact the DuPage County Clerk's Office at 630-407-5500.

Reservation of Annual Event Dates

If an event is intended to be an annual event at regularly scheduled dates, the current year's application may include the following year's requested dates. Approval of the current year's application will include reservation of the next year's proposed dates. However, it will not constitute approval of next year's

event, which must have its own timely application submitted for City approval. In general, the City will not approve special event dates more than one year in advance.

Resident and/or Business Notification

For those events that require street closures, or may cause disruption for City of St. Charles residences or businesses, mailed or hand delivered notification must be provided to the affected parties **fourteen (14) days** prior to the event. The City of St. Charles will determine which parties are to be notified and the City will provide the event organizer with a mailing list for the affected areas.

Temporary Outdoor Entertainment (Tents)

The use of tents for events is defined as Temporary Outdoor Entertainment. Temporary Outdoor Entertainment shall be permitted as part of a community festival or an event hosted by the City, Park District, School District, or other governmental body, or as a temporary accessory use to a private business use. When Temporary Outdoor Entertainment is conducted as part of a community festival or event, no permit is required.

Two or More Applications for the Same Date and General Location

In the event that two or more Special Event Applications are received for the same date and general location, the date and time that each application was received by the City of St. Charles shall determine the order of preference. Once a special event has been granted, it shall be the policy of the City Council to not allow further events for the same date(s) and general location.

Volunteers

Certain events may need to provide a minimum number of on-site volunteers to support the event. In these instances, City staff will work with the event organizer to determine the number of volunteers required.

Waiver of Requirements and Conditions

Special event requirements and conditions shall be waived in those cases where the United States Secret Service notifies the City of a proposed event in which it will be assisting with security details. Provisions of the requirements and conditions may be waived by the City Council.

The City of St. Charles is not responsible for any accidents or damages to persons or property resulting from a special event; the event coordinator for the sponsoring organization is responsible for ensuring that the organization, event participants and spectators abide by all above conditions, ordinances, codes, and requirements.

IV. SPECIAL EVENT APPLICATION PROCESS

Application

The Special Event Application is due to the City of St. Charles, at a minimum, **thirty (30) days** prior to the event. A minimum of ninety (90) days is required for events that require closure of public streets, use of public parking lots, or the service of alcoholic beverages. The 90-day time period allows sufficient time to evaluate the request and provide a recommendation to the City Council for its consideration.

Application Submission

Please return the Special Event Application; all required permit applications, copies of other permits, and any supporting documentation, to:

City of St. Charles
Attn: Building & Code Enforcement
2 E. Main Street
St. Charles, IL 60174

At the discretion of the City Administrator, or his/her designee, a deposit of up to 50% of the cost of services to be provided may be required to be paid at the time of application. Factors to be considered in requiring this deposit include the number of years the event sponsor has existed, the prior payment history of the event sponsor, experience of the event sponsor in working with other municipalities, and total cost of staff time required to evaluate, plan, and execute the event.

Application Review

Every City department affected by the special event (Fire, Police, Public Works, Community Development, etc.) shall review the Special Event Application based on the following criteria:

- Use of resources and cost to the department;
- Proposed benefit of the event to the community;
- Any perceived public health or safety problems; and
- Proposed use of city property.

Using the established criteria, the departments shall evaluate and comment on the application, and note any changes that need to be made to the proposed special event. The department must also estimate the cost of support (in-kind) services, if any, which have been requested by the sponsoring entity or will be required by the department for the special event.

Application Review Meeting

An application review meeting with the affected departments and the sponsoring entity shall be held to discuss the application, comments by department staff, questions from the sponsoring entity and any other relevant information.

City Council Consideration and Approval

The staff evaluation will be presented to a standing committee for their consideration and recommendation, prior to being placed on the City Council Agenda. The City Council will review the evaluation and recommendation regarding the special event. The City Council has final approval regarding all special events described under this policy.

City of St. Charles Permit/License Applications and Fees

All required permit applications must be submitted at the same time as the Special Event Application. The sponsoring entity shall be contacted upon completion of the required permit(s). At that time, the sponsoring entity may pick up the permit(s) from the City of St. Charles Municipal Center or arrange to have them sent via mail.

Permit/license fees are payable upon submittal of your permit/license application(s). A schedule of some of the permit/license fees can be found in Appendix A. For permits/licenses administered by the City, make checks payable to the **City of St. Charles** and note the name of the event on the check. The City shall not collect permit/license fees required by other governmental entities.

Other Permits

When applicable, the sponsoring organization is required to obtain permit(s) from other governmental entities (i.e. Kane County). The sponsoring organization is required to submit copies of such permits to the City, at a minimum, **twenty-one (21) days** prior to the event.

V. INSURANCE REQUIREMENTS

Upon approval of the Special Event Application, the applicant shall furnish the City with an original Certificate of Insurance naming the City of St. Charles as an additional insured. The Certificate of Insurance will be due at least fourteen (14) days prior to event date and shall be issued by a company licensed in the State of Illinois, approved by the City, and covering any and all liability. In addition, the special event must be named on the Certificate of Insurance. The following minimum coverage limits are required for all special events occurring in the City of St Charles:

Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 in the aggregate

The City of St. Charles reserves the right to change insurance requirements or request additional insurance for an event as deemed necessary by city staff and/or City Council.

The City of St. Charles reserves the right to change insurance requirements or request additional insurance for an event as deemed necessary by city staff and/or City Council.

APPENDIX A
PERMIT/LICENSE FEE SCHEDULE

PERMIT	CITY CODE	APPLICATION	FEE
Amplifier	<u>9.24.050</u>	<u>Application</u>	\$5 per day
Carnival – Rides	<u>5.48.110</u>	<u>Application</u>	\$30 each
Carnival – Amusement Stands, Food Stands, Entertainment Shows, Other Attractions			\$20 each
Class E-1 Liquor License (Not-for-Profit)	<u>5.08.080</u>	<u>Application</u>	\$50 per day
Class E-2 Liquor License (Special Civic Event)		<u>Application</u>	\$100 per day
Outdoor Sales (Tent)		<u>Application</u>	\$55
Raffle – Aggregate prize value \$500 to \$5,000	N/A – County	<u>Kane County Application</u>	
Raffle – Aggregate prize value \$5,001 and over		<u>DuPage County Application</u>	



Downtown Events Review Process & Evaluation

Summary

The Downtown St. Charles Partnership wishes to support events and promotions that will strengthen the retail, dining, entertainment, and hospitality sectors of downtown, diversify the downtown event calendar, and invite people downtown by offering compelling, free or low-cost events. The desired result is a coordinated offering of downtown events and promotions that:

- Engage and strengthen the downtown business community.
- Increase the frequency and/or length of the visits to the downtown.
- Provide a comprehensive and coordinated offering of quality events.
- Enhance the image of the downtown as a destination.
- Celebrate the vibrancy and unique assets of the downtown.
- Ensure diversity and uniqueness in the events offered.

Requirements

Events approved in Downtown St. Charles will meet the following requirements:

- The events are complimentary or have a minimal admission charge and are appealing to the general public.
- The event will benefit downtown businesses and not create a significant negative impact on them.
- The event organizer will meet with affected downtown businesses to help make the event a positive experience for them.
- The application and review is required for all events within the downtown area (view map at <http://www.downtownstcharles.org/map-and-directions/downtown-map/>)

Evaluation

Proposals submitted will be evaluated based on the quality of the proposal and the following strategies and requirements:

1. **Benefit to the downtown:**
 - Downtown businesses will realize benefits from the event.
 - The event will enhance the downtown's reputation as a destination for shopping, dining, hospitality, and entertainment.
 - The event/promotion creates a positive image of the downtown.
2. **Ease and Ability of Production**
 - The organization coordinating the event has the capacity to carry out the event/promotion. This will require a business plan detailing the financial and marketing plans.
 - The event is pedestrian friendly.
 - All elements (security, promotion, staffing, clean up) are the responsibility of, and financed by, the event organizer.
3. **Broad Popularity**
 - The event can be enjoyed by a variety of audiences.
 - The event is complimentary, or has a minimal admission charge, and is appealing to the general public.
4. **Coordination and Collaboration**
 - The event meets with approval from the City and the DSCP.
 - The marketing plan for the event/promotion includes communication with the City and the DSCP.
 - The event organizers collaborate with downtown businesses. Opportunities are created to encourage interaction between businesses and the event attendees. First Priority for event participation, particularly with respect to event food/beverage and retail vending, shall be given to downtown businesses.
 - For merchant promotions, participation is available to all downtown merchant businesses.
5. **Expansion and Diversity of the Downtown Event Calendar**
 - The event will assist in creating a diverse menu of downtown programming and give people a new reason to come downtown that does not currently exist.
 - The event will bring diverse clientele into the downtown and brings people into the downtown at a time that doesn't conflict with other events.

Process

Please complete the Downtown Event Review Proposal questions with the City of St. Charles Special Events Application. Please answer all questions to the best of your knowledge. Proposals submitted will be evaluated based on the quality of the proposal and the evaluation requirements.

- 1. Please return the Downtown St. Charles Event Review Proposal and any attachments to the City of St. Charles 120 days before your intended Event Date.
 - a. It is strongly encouraged that the event organizers meet with the businesses that will be impacted in advance of submitting the proposal. Feedback from those meetings should be included with the event application.****
- 2. The DSCP Events Review Committee will review your proposal within 14 days and follow up with any questions they may have.
 - a. If modifications are needed, you will be asked to resubmit any changes within two weeks time.****
- 3. Then if a positive recommendation is given by the Events Review Committee, the City of St. Charles will schedule a Special Events Review Meeting with you and City Staff to discuss logistics and any issues and/or concerns related to traffic, safety, etc.**
- 4. Then, your event will be brought before City Council within the 90 Days for final review accompanied by the DSCP recommendation.**

Downtown St. Charles Event Review Proposal

- 1. Please describe the purpose of your event including proposed date(s)/time(s).**

- 2. Explain how your event will comply with the evaluation criteria, as described in the Downtown Events Evaluation summary.**
 - a. Benefit to Downtown Business**
 - b. Ease and Ability of Production**
 - c. Broad Popularity**
 - d. Coordination and Collaboration**
 - e. Expansion and Diversity of the Downtown Event Calendar**

- 3. What distances will people travel to participate in the event? Please justify. (i.e. local participants who live within a 5 – 10 mile radius or regional event attracting people from 3 – 5 states with a 5 – 10 hour driving distance)**

- 4. What is the estimated number of event a) Participants b) Attendees? Please justify.**

- 5. Safety and the impact on downtown businesses, residents and the City are major priorities. Please describe what street closures, detours, and parking you would request and how you would address concerns from these stakeholders?**

- 6. Please describe what makes this event unique to Downtown St. Charles.**

- 7. How will you measure success?**

- 8. If success, as you have defined it, is reached, please describe future plans for this event.**

- 9. Attach the business and marketing plans with expected revenue, expenses, and sponsors secured.**

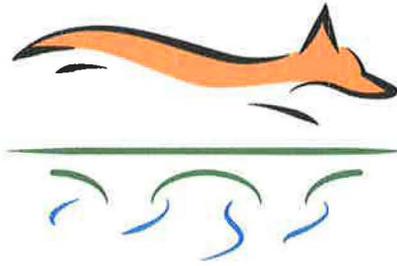
- 10. How will your organization secure funding necessary to pay for any requested or required City resources?**

- 11. Provide a list of downtown businesses you have identified as likely to be affected by your event/promotion and a brief summary of your communication with them to date.**

Event Overview

2020 Fox Valley Marathon Races

DuPage Medical Group Fox Valley Marathon



Fall Final 20 | Half Marathon

Marathon | 20 Mile | Half Marathon | 5K | Kids | BQ.2





Introduction

Celebrating and preparing for our 11th year the Fox Valley Marathon Races together with the support of sponsors, communities, local business, press, staff, and volunteers have been able to exceed our goals by providing a high quality event for runners. At the same time we showcase our host communities and promote local businesses and support our local charities.



Event Overview

The Fox Valley Marathon Races are 6 races (1 spring, 5 fall)



SATURDAY April 18

- Spring Chance BQ.2 Marathon (Geneva, IL) America's #1 Boston Qualifier



SATURDAY, September 12

- Last Chance BQ.2 Marathon (Geneva, IL) America's #1 Boston Qualifier



FRIDAY, SATURDAY September 18 & 19

- Fox Valley Marathon Races Health & Fitness Expo

SATURDAY September 19

- CASA Kane County Fox Valley Kids Marathon



SUNDAY September 20

- DuPage Medical Group Fox Valley Half Marathon (13.1 miles)
- DuPage Medical Group Fall Final 20™ (20 miles)
- DuPage Medical Group Fox Valley Marathon (26.2 miles)
- Fox Valley 5K Presented By CASA Kane County

In addition, we host a free series of course "test drives" 4 times during the summer bringing 200-400 runners for each to the Fox Valley area leading up to race weekend.





First 10 Years Notable Accomplishments

- The largest single day sports event in the Fox Valley area.
- Nationally recognized and one of the most highly regarded running events in the Chicagoland area.
- Created Last Chance BQ.2 Marathon and Spring Chance BQ.2 which are currently the #1 Boston Marathon Qualifying races in America each of the past 6 years.
- Annual Top 30 Boston Qualifier (FVM)
- Named "Best Marathon, 2012" by Chicago Magazine
- Named "Top 25 Midwest Marathon" by Chicago Athlete Magazine
- Named to "10 Must-Do Midwest Races" by Competitor Magazine
- Created a Charity Partner Program that has brought in nearly \$700,000 our first 9 years to our neighbors in need.
- Developed the CASA Kane County Fox Valley Kids Marathon where thousands of kids have discovered a more healthy lifestyle.
- Created the Fall Final 20™. One of only a handful of Certified 20 Mile races in the US, it is designed to attract runners to the area who will be running the Chicago Marathon three weeks later and give them a complete race prep experience. It has also become a goal race distance for many half marathoners.
- All races have sold out in each of our first ten years.
- Brings over 1.8 million in economic benefit each year to the Fox Valley area.



2010-2019 Demographics

- Brought over 30,000 runners from across the US, Canada, Canada, India, Japan, Romania, Netherlands, Brazil, Germany and Australia to the Fox Valley Area
- Routinely attract runners from an average of 35 states each year. In fact, we have had only four states ever not represented at FVM.
- Although we have a strong national representation most of our runners are from Illinois with an average of 87% annually
- Annually approximately 25% of our runners are first time half or full marathoners





The Economic Impact of the Fox Valley Marathon Races

Following the 2015 races we commissioned a study by the Economics Department at Kent State University. The study was headed up by Dr. Shawn Rohlin, Assistant Professor of Economics at Kent State University .

The results of the study are very impressive and copies of the full report are available from us. Here is a quote from the Executive Summary:

“The Fox Valley Races has been an important part of the community since 2010 and has a positive impact on the local economy. In 2015, the marathon, half marathon and Fall Final 20 attracted over 3,080 race participants, of which roughly 49.8 percent were non-local participants.¹ The largest driver of economic activity was spending by non-local participants with \$323,000 spent in the St. Charles region. Non-local guests who watch and supported the participants spent \$67,000. Local import substitution, which is local runner’s spending that was kept in the region because of the race add \$221,000 in direct spending. Using the regional econometric input-output model, the estimated total impact (both direct and indirect) was calculated to be \$1.8 million dollars of increased economic spending. Additionally, the event generated \$912,000 in increased local residents’ incomes and an employment impact of 34.05 full-time equivalent jobs. The majority of the economic activity was spent in the main sectors of the economy, including hotels, restaurants, bars and entertainment. Although, these numbers are slightly smaller than the impact in 2013 due to a slight decrease in participants, the spending per participant was stronger. This economic impact represents a substantial benefit to the local region and demonstrates that the Fox Valley Races provides economic and fiscal benefits in addition to its social and community improvements.

All in all, each dollar spent in the local economy due to the race generated an additional \$1.92 worth of economic activity distributed throughout the local economy. The table below shows the summary of the economic effects from the Fox Valley Races. Additionally, the race contributed \$60,000 to local charities.”

As you can see from this excerpt the Fox Valley Marathon Races have had and will continue to have significant economic benefit to the local area. We will continue to commission a report each year to track the continued growth and impact of the races have





2020 Goals

As we head into 11th year our overall goals and refinements:

- Maintain the race field to 3,300 total runners in order to provide runners the best possible race experience
- The Last Chance BQ.2 Marathon and Spring Chance Marathons continue to be the #1 and fastest Boston Qualifiers in the US bringing runners to the area from across the world in their attempt to get to Boston.
- Continue to bring hundreds of runners to the area all summer at our 4, free course test drives.
- Provide an intimate, accessible, affordable opportunity for many area runners to complete what has become a lifelong goal
- Provide an extraordinary advertising opportunity by showcasing the Fox Valley area businesses to thousands of participants and spectators all year long
- Introduce runners throughout Chicagoland to the unique running opportunities that the Fox Valley offers
- Involve and supporting area charities through the event with an increasing dollar impact each year
- Promote a healthy lifestyle in children through the CASA Kane County Fox Valley Kids Marathon.





Specific Event Details

Spring Chance BQ.2 Marathon



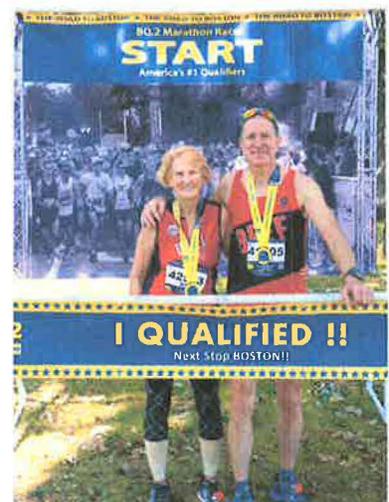
Spring race weekend begins Saturday April 21nd with our newest innovation the Spring Chance BQ.2 Marathon. Now in it's fourth year the race was created as a natural complement to our Last Chance BQ.2 marathon in the fall. The race takes place on the same lightning fast course as the fall race, is capped at 300 runners and draws runners from coast to coast. It us currently #2 in the US behind our Last Chance BQ.2 Marathon.

Last Chance BQ.2 Marathon



Fall race week begins Saturday the week before Fox Valley Marathon Races with our newest innovation the Last Chance BQ.2 Marathon. The race was created by us in 2014 as a Boston Qualifying only marathon. The race takes place on the final day of predicted Boston registration and draws runners from coast to coast and around the world in their final day to qualify for the most coveted marathon in the sport. Designed to be a small race (300 runners), the event has established itself as the recognized #1 Boston Qualifying Races in the USA each of the past 6 years.

	America's #1 Boston Qualifying Races!!!			
	Run.	Qualify.	Register.	
Saturday April 18, 2020 Geneva, IL	300 Boston-Focused Runners Elite Runner Treatment	Saturday September 12, 2020 Geneva, IL	#1 Qualifiers In the USA	





Fox Valley Marathon Health & Fitness Expo

Continuing race week our Fox Valley Marathon Health & Fitness Expo takes place Friday & Sunday. Thousands of runners and spectators come to the Expo to pick up their race packet and goody bag as well as to visit with the many vendors exhibiting there. It brings the same runners into town before race day where they also get a chance to sample the area business and attractions.

CASA Kane County Fox Valley Kids Marathon



Designed to promote a healthy lifestyle, kids who participate agree to run/walk 1 mile a week leading up to race weekend for a total of 25 miles. On race weekend they complete their marathon by run/walking their final 1.2 miles crossing the same start and finish lines as the FVM Races the next day. Successful finishers receive a beautiful medal commemorating their achievement as well as other great items from us. This event has become extremely popular with the area kids but

also the parents who often participate with them in a summer long mutual running experience.



DuPage Medical Group Fox Valley Marathon



Fall Final 20 | Half Marathon

DuPage Medical Group Fox Valley Marathon, Half Marathon & Fall Final 20™

The three races offer a variety of distances for any participant interested in endurance running. In fact we are the only event in the US offering all three distances in one event. All races start and finish in downtown St. Charles and take runners through the towns of Geneva, Batavia, North Aurora and Aurora, highlighting their respective park districts, the Fox River Trail, and Kane County Forest Preserves.

The DuPage Medical Group Fox Valley Half Marathon is an event achievable by all runners. It is a logical step up from a fitness program that includes any running, has the appeal of immediate recognition, and is an impressive goal for beginning runners to work toward. A runner can complete many halves within a single year, and its popularity is booming. Pairing the event with a marathon gives the Fox Valley Half a unique appeal among the spring and fall halves throughout the area, particularly as a natural choice for runners with longer term dreams of someday completing a full marathon.





The DuPage Medical Group Fall Final 20™ is an innovative event that was sparked by our proximity to the Chicago Marathon and its 45,000 runners. Our races are timed so the 20 fits directly into Chicago training schedules, and we offer runners the first (and still the only) certified 20 mile ‘marathon dress rehearsal’ in the country, complete with marathon race atmosphere, full aid stations, pace groups, shirts, and finisher medals.

The DuPage Medical Group Fox Valley Marathon is our signature event and the standard among endurance race distances. It is the ultimate challenge for most runners and the one that gets the lion’s share of the press. The sport of marathoning has exploded in the USA and especially in the last 7 years. Each year the goal of completing a marathon has attracted record participant and finisher numbers. The increase in 2011 alone was 2.5 times the increase of 2010 with over 518,000 finishers nationwide. Marathons continue to sell out in record time coast to coast. In 2013 Chicago recently sold out their 45,000 entries in a single day and has since gone to a lottery system for 2014.

The DuPage Medical Group Fox Valley Marathon, Half and Fall Final 20™, with an ideal setting, event date, and geographic location has become the premier running event in Chicago’s western suburbs. While it won’t grow to be the size of the mega-races, it has become large enough to become well known nationwide as a great destination marathon with all the big race amenities, small race hospitality, and a beautiful, fast, friendly course.



CITY OF ST. CHARLES
TWO EAST MAIN STREET
ST. CHARLES, ILLINOIS 60174-1984



DEPARTMENT: BUILDING & CODE ENFORCEMENT

PHONE: 630.377.4406

FAX: 630.443.4638

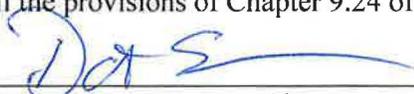
LOUDSPEAKER/AMPLIFIER LICENSE APPLICATION

Important: this application must be fully and accurately complete.

1. License term: FROM 9/19/20 TO 9/20/10 Number of Days 2
2. Applicant is: Corporation Partnership Individual
3. Applicant's Name Dave Sheble/ShebBix Inc Telephone # [REDACTED]
D/B/A Fox Valley Marathon, Kids Marathon
Address PO Box 3955 City/State/Zip St. Charles, IL 60174
4. Device Owner's Name ShebBix Inc Telephone # [REDACTED]
Address PO Box 3955 City/State/Zip St Charles IL 60174
5. Device(s) to be used, specific to power amplification (wattage) and output:
TBD
6. Area where device(s) is/are to be used:
1st/Illinois/Indiana
7. Amplification system will be used for:
 Music
 Public Speaking
 Other (describe) _____
8. If used for music, what type (include name of artist/band if applicable):
Music to inspire runners are they finish

9. Time of day device(s) is/are to be used: 9/19, 2:30 - 4pm 9/20, 6:30am - 2pm

By signing this application, the applicant agrees to all the provisions of Chapter 9.24 of the City of St. Charles Municipal Code.

Applicant  Signature

The fee for such a license will be \$5.00 per day, payable when the application is submitted for review. The city's police chief will reserve the right to review the application, and in conjunction with the Public Health and Safety Committee, either approve or deny the license request.

Approved: _____

Denied: _____

by: _____
Chief of Police

For Office Use			
Date Received	<u>1/24/2020</u>	Fee Paid	<u>\$10.00</u>
Receipt No.	<u>CR# 2145</u>	Permit No.	_____

CERTIFICATE OF INSURANCE

PRINT DATE: 1/23/2020

CERTIFICATE NUMBER: 20200123757190

AGENCY:

Edgewood Partners Insurance Center
2727 Paces Ferry Road, Building Two, Suite 1500
Atlanta, GA 30339
678-324-3300 (Phone), 678-324-3303 (Fax)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

NAMED INSURED:

USA Track & Field, Inc. ShebBix Inc
130 East Washington Street, Suite 800
Indianapolis IN 46204

INSURERS AFFORDING COVERAGE:

INSURER A: Philadelphia Indemnity Ins. Co. NAIC #: 18058
INSURER B: Philadelphia Indemnity Ins. Co. NAIC #: 18058

EVENT INFORMATION:

DuPage Medical Group Fox Valley Marathon Races (9/20/2020 - 9/21/2020)

POLICY/COVERAGE INFORMATION:

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS	TYPE OF INSURANCE:	POLICY NUMBER(S):	EFFECTIVE:	EXPIRES:	LIMITS:
A	GENERAL LIABILITY				
	<input checked="" type="checkbox"/> Occurrence	PHPK2050515	11/1/2019 12:01 AM	11/1/2020 12:01 AM	GENERAL AGGREGATE (Applies Per Event) \$3,000,000
	<input checked="" type="checkbox"/> Participant Legal Liability				EACH OCCURRENCE \$1,000,000
					DAMAGE TO RENTED PREMISES (Each Occ.) \$1,000,000
					MEDICAL EXPENSE (Any one person) EXCLUDED
					PERSONAL & ADV INJURY \$1,000,000
					PRODUCTS-COMP/OP AGG \$3,000,000
B	UMBRELLA/EXCESS LIABILITY				
	<input checked="" type="checkbox"/> Occurrence	PHUB697455	11/1/2019 12:01 AM	11/1/2020 12:01 AM	EACH OCCURRENCE \$10,000,000
					AGGREGATE \$10,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS:

Coverage applies to USA Track & Field sanctioned events and registered practices, including any directly related activities, such as event set-up and tear-down, participant check-in and award ceremonies.

The certificate holder is an Additional Insured, but only where obligated by contract or agreement and per the following endorsement: Additional Insured - Designated Person or Organization (Form CG 20 26).

The General Liability policy contains a Waiver of Subrogation provision as per Waiver of Transfer of Rights of Recovery Against Others (Form CG 24 04).

The General Liability policy is primary and non-contributory with respect to the negligence of the Named Insureds (Form CG 00 01).

Excess policy follows form of underlying General Liability.

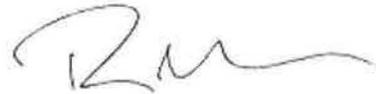
CERTIFICATE HOLDER:

City Of St Charles
2 E Main St
St Charles IL 60174

NOTICE OF CANCELLATION:

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

AUTHORIZED REPRESENTATIVE:





AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 5g

Title: Recommendation to Approve Proposed Revisions to the Rules and Regulations of the Board of Fire and Police Commissioners

Presenter: Police Chief Keegan

Meeting: Government Services Committee Date: April 6, 2020

Proposed Cost: \$ Budgeted Amount: \$ Not Budgeted:

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

At the request of the Police Department, the Board of Fire and Police Commissioners has proposed several updates to the Rules and Regulations stemming from the meeting on March 9, 2020.

Several minor changes meant to bring the Rules and Regulations up to date are reflected throughout the document.

Attachments *(please list):*

Current Board of Fire and Police Rules and Regulations reflecting proposed changes

Recommendation/Suggested Action *(briefly explain):*

Recommendation to approve proposed revisions to the Rules and Regulations of the Board of Fire and Police Commissioners.



**RULES AND REGULATIONS
OF THE
BOARD OF FIRE AND POLICE COMMISSIONERS
CITY OF ST. CHARLES
STATE OF ILLINOIS**

APPROVED by the Board of Fire and Police Commissioners: ~~July 10, 2017~~March 9, 2020

ADOPTED by City Council: ~~August 7, 2017~~April 6, 2020

PUBLISHED: ~~August 7, 2017~~April 6, 2020

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**RULES AND REGULATIONS
OF THE
BOARD OF FIRE AND POLICE COMMISSIONERS
OF THE
CITY OF ST. CHARLES
STATE OF ILLINOIS**

As approved by the Board of Fire and Police Commissioners of the City of St. Charles, Illinois, and adopted by the City Council of the City of St. Charles, effective August 7, 2017

CHAPTER I - ADMINISTRATION

SECTION 1 - SOURCE OF AUTHORITY.

The Board of Fire and Police Commissioners of the City of St. Charles, Illinois derives its power and authority from an Act of the General Assembly entitled, "Division 2.1 Board of Fire and Police Commissioners", of Chapter 65 of the Illinois Compiled Statutes. (65 ILCS 5/10-2.1 et seq.), the City of St. Charles Code and the Home Rule Authority of the City of St. Charles derived from the Illinois Constitution, Article VII, Section 6.

SECTION 2 - DEFINITIONS.

The word "Commission" and/or "Board" wherever used shall mean the Board of Fire and Police Commissioners of the City of St. Charles, Illinois. The word "Officer" shall mean any person holding a permanent office in the Police or Fire Department of the City of St. Charles, Illinois. The masculine noun or pronoun includes the feminine. The singular includes the plural, and the plural the singular.

SECTION 3 - OFFICERS OF BOARD AND THEIR DUTIES.

The Board shall annually, on the first meeting in May elect a Chairman and a Secretary. They shall hold office until the end of the fiscal year of the municipality and until their successors are duly elected and qualified. The Chairman shall be the presiding officer at all meetings. The Secretary shall keep the Minutes of all meetings of the Board in a permanent record book and shall be the custodian of all the forms, papers, books, records and completed examinations of the Board.

SECTION 4 - MEETINGS.

- a) Regular meetings shall be held monthly, notice shall be posted and meetings shall be open to the public.
- b) Special meetings shall be open, notice thereof to be posted forty-eight (48) hours prior to convening, called by the filing of a notice in writing with the Secretary of the Board and signed either by the Chairman of the Board or any two members thereof. This notice shall contain a brief statement of the business to be submitted for the consideration of the

Board at such special meetings, and shall set forth the time and place of such special meeting, and no other business shall be considered at such special meeting unless by unanimous consent of the Board.

- c) During any regular or special meeting, a closed session may be held upon a proper motion made by any single member of the Board for any lawful purpose. Closed sessions may be limited to Board members and such invited persons as the Board may deem necessary. The secretary will record the motion to close the meeting, record the roll call vote of the members on said motion and keep minutes of the closed session. An audio or video record of each closed session will be maintained by the Secretary of the Board and, after a minimum of 18 months, shall be disposed of in accordance with the provisions of the Open Meetings Act.
- d) Public notice of any regularly scheduled or special meeting shall be held in accordance with the Open Meetings Act, Illinois Compiled Statutes, Chapter 5, "120/1-120/5.
- e) If a member is unable to be physically present at a meeting of the Board, whether it be for health related reasons, the need to conduct personal business or the business of the Board, or due to a personal or family emergency, that member may attend and participate at a Board meeting by telephonic or other electronic means provided that a quorum of the Board's members are physically present at the meeting and vote to approve the attendance of the missing member(s) by way of telephonic or other electronic means. The minutes of the meeting shall reflect, by name, those members of the Board who are physically present as well as those attending by telephonic or other electronic means. Notice that a board member will be in attendance and participating at a Board meeting, not in person but electronically, shall be provided to the Board's recording secretary or the municipal clerk at least 48 hours prior to the scheduled meeting.
- f) The agenda for a "Regular Meeting" shall allow for an "Open Forum" to permit individuals to appear before and address their concerns to the members of the Commission. The commission may limit those individuals appearing during the open forum to a presentation not to exceed three (3) minutes and may require an individual to be seated if the individual addresses those present in a disrespectful or discourteous manner or the subject matter being presented is not relevant to the duties and responsibilities of the Fire and Police Commission.

SECTION 5 - QUORUM.

A majority of the members of the Board shall constitute a quorum for the conduct of all business.

SECTION 6 - ORDER OF BUSINESS.

The order of business at any meeting shall be:

- a) Call to Order
- b) Roll Call
- c) Public Forum (Citizen Comments)
- d) Approval of Minutes
- e) Correspondence
- f) Old Business
- g) New Business
- h) Executive (Closed) Session
- i) Adjournment

SECTION 7 - PROCEDURE.

The parliamentary procedure prescribed in Robert's "Rules of Order" shall be followed as far as applicable.

SECTION 8 - AMENDMENTS.

Amendments to the rules of the Board may be made at any meeting of the Board. All amendments to these rules and regulations must be adopted and approved by ordinance of the City Council before taking effect.

SECTION 9 - ANNUAL REPORT AND BUDGET REQUEST.

The Board shall submit an Annual Report of its activities as required by §5/10-2.1-19 of the Board of Fire and Police Commissioners Act, and a Budget Request for the ensuing year, as required by local ordinance and the aforementioned §5/10-2.1-19.

SECTION 10 – OATH OF OFFICE

The members of the Board of Fire and Police Commissioners shall have such qualifications as are now or may hereafter be required of them by law. Each member of the Board of Fire and Police Commissioners shall take the oath or affirmation of office as administrated by the Mayor. The members of the Board of Fire and Police Commissioners shall be subject to removal from office in the same manner as other officers of the City.

Date: _____

I, _____, do solemnly swear or affirm that I will faithfully and impartially perform the duties of a member of the City of St. Charles Board of Fire and Police Commissioners as prescribed by law and to the best of my ability and that I will support and maintain the Rules and Regulations of the Board, the Ordinances of the City of St. Charles, and the laws and constitutions of the State of Illinois and the United States of America.

Member

Mayor

City Clerk

CHAPTER II - APPLICATIONS

SECTION 1 - RESIDENCE.

Applicants for examination must be citizens of the United States.[BD1]

SECTION 2 - APPLICATION BLANKS.

Applications for a position shall be filed as instructed in the notice of examination/posting upon blank forms furnished by the Commission, and [BD2] applicants must comply with the requirements of said form in every respect. The application must ~~be~~ filed with the Board prior to taking an examination.

Every applicant must be of good moral character, of temperate habits, of sound health and must be physically able to perform the duties of the position applied for. The burden of establishing these facts rests upon the applicant.

The applicant shall furnish with the his application a copy of his Military Service Record, Discharge Papers, ~~Social Security Card,~~ Birth Certificate, High School Diploma or G.E.D. Certificate, a copy of his College or University Degree and, if requested, a copy of a certified transcript of his course work from an accredited College or University.

Those seeking military and/or education preference points shall additionally furnish the following:

Every applicant shall furnish with their application a copy of their U.S. Form DD214 (copy #4), if applicable, for all periods of military service. If the above documentation is not provided at the time of application the Commission will not consider military preference points.

Those seeking educational points shall furnish, with their application, a copy of their official transcript.

A false statement knowingly made by a person in an application for examination, connivance in any false statement made in any certificate which may accompany such application or complicity in any fraud touching the same, shall be regarded as good cause for exclusion from the examination.

SECTION 3 - DISQUALIFICATION.

The Rules and Regulations of the St. Charles Board of Fire and Police Commissioners (BFPC) govern the testing and hiring process. According to the Rules, the BFPC may refuse to examine or, after examination, refuse to certify as eligible, or refuse to hire, any candidate who qualifies for any of the criteria listed on the Disqualification Notice, which is furnished in the application packet and vetted by the City of St. Charles Human Resources Department.

~~The Board may refuse to examine an applicant or, after examination, to certify him as eligible:~~

- ~~a) — Who is found lacking in any of the established preliminary requirements for the service for which he or she applies.~~
- ~~b) — Who is physically unable to perform the duties of the position to which he or she~~

~~seeks appointment.~~

~~e) Who is addicted to the use of drugs or intoxicating beverages or is found to have taken or used drugs and/or narcotics illegally.~~

~~d) Who has been convicted of a felony or any misdemeanor involving moral turpitude, as specified in §5/10-2.10-6 of the Board of Fire and Police Commissioners Act.~~

- ~~e) — Who has been dismissed from any public service for good cause.~~
- ~~f) — Who has attempted to practice any deception or fraud in his or her application.~~
- ~~g) — Who may be found disqualified in personal qualifications or health.~~
- ~~h) — Whose character and employment references are unsatisfactory.~~
- ~~i) — Who does not possess a high school education or its equivalent.~~
- ~~j) — Who has applied for a position as a police officer and is or has been classified by his or her Local Selective Service Draft Board as a conscientious objector.~~
- ~~k) — Who has applied for a position as a firefighter and is not currently certified as a Basic Operations Firefighter or Firefighter II by the Illinois State Fire Marshal's Office or licensed as an Emergency Medical Technician—Paramedic (EMT-P) by the State of Illinois.~~
- ~~l) — Who has been previously disqualified as an eligible candidate by the Board of Fire and Police Commissioners from an existing St. Charles eligibility list shall be disqualified for any future consideration.~~

~~m) Who has been previously disqualified for employment with the City of St. Charles due to the failure of a polygraph exam, the failure of a police background investigation, the failure of a psychological examination or the failure of a medical exam which includes a drug test, shall be disqualified for any future consideration.~~

Any applicant, or eligible, deemed disqualified hereunder, shall be notified by the Board.

SECTION 4 - AGE REQUIREMENTS.

Applicants shall be under 35 years of age, at the time of application and at such time as the final eligibility list is posted, unless exempt from such age limitation as provided in Section 5/10-2.1-6 of the Fire and Police Commissioner's Act. Applicants, at such time as they file their application with this board, must be 21 years of age. Proof of birth date will be required at time of application.

SECTION 5 - NOTICE OF ACCEPTANCE.

The Secretary shall authorize the notification of all applicants whose applications have been accepted by the Board to be present for orientation and subsequent examinations.

SECTION 6 - RELEASE OF LIABILITY.

All applicants shall execute and deliver to the Board a release of all liability as the result of taking a "Physical Aptitude Test" in favor of the City of St. Charles on a form to be prescribed by the Board.^[BD3]^[PC4]

CHAPTER III - EXAMINATIONS

ORIGINAL APPOINTMENTS

SECTION 1 - NOTICE OF EXAMINATIONS.

Examinations shall be held on the dates fixed by the Board and advertised [on the City website and other websites and publications](#) ~~in a local paper~~ in accordance with the Statutes of the State of Illinois. Examinations may be postponed, however, by order of the Commission, which order shall state the reason for such postponement and shall designate a new date for said examination. Applicants shall be notified of the postponement of any examination and of the new date fixed for said examination.

SECTION 2 - EXAMINATIONS.

The Board shall call examinations to fill vacancies in the class of service in which vacancies are liable to occur. A call for such examination shall be entered in the Minutes of the Board and shall include a statement of:

- a) The time and place where such examination will be held.
- b) The location where applications may be obtained and the date by which applications must be returned to the Board.
- c) The position to be filled from the resulting eligibility list.

SECTION 3 - TYPE OF EXAMINATIONS.

Applicants must attend the orientation program sponsored by the Board. In addition, applicants may be required to participate in a physical aptitude test, written and oral examinations as determined by the Board and as more particularly set forth in 4 below. No examination shall contain questions regarding applicant's political or religious opinions or affiliations.

SECTION 4 - EXAMINATIONS - MINIMUM GRADE.

The following examinations may be conducted by the Board. The sequence of testing may vary at the discretion of the Board. Failure to achieve the minimum passing grade in any examination disqualifies the applicant from any further participation. Each weighted component of the examination process shall be based upon a scale of 1 to 100. The board, at its discretion, may employ a testing vendor(s) to conduct any of the examinations administered pursuant to these rules.

<u>Examinations</u>	<u>% of Total Grade</u>	<u>Minimum Passing</u>
Orientation	-	Attendance Mandatory
Physical Aptitude Test	-	**
Written Test	70%	75%
Oral Test (Interview)	30%	75 %
Polygraph Test*	-	Pass or Fail

Background Investigation - Pass or Fail

* Authorities agree that polygraph examinations or other instruments for the detection of deception should be used only as an investigative aid. An admission during pre-test, test, or post-test interviews, together with other information, may be sufficient to support decisions relevant to employment status.

CONDITIONAL OFFER OF EMPLOYMENT

Psychological Examination - Pass or Fail
Medical Examination - Pass or Fail

** Test may be given for demonstration purposes or on a pass/fail basis. Certification that a fire fighter candidate has successfully, within the twelve months immediately preceding the conduct of the written test, passed the Candidate Physical Ability Test (CPAT), as licensed and approved by the International Fire Chief’s Association and the International Association of Fire Fighters, satisfies the candidate’s obligation to complete the “physical aptitude test” component of this screening process.

Police officer applicants must have passed and possess a Police Officer Wellness Evaluation Report (POWER) proficiency card issued within the past 12 months, prior to the last date for filing applicants to the Board of Fire and Police Commissioners . Candidates must also provide a POWER card, or equivalent, issued within the past 12 months at time of employment.

SECTION 5 – PREFERENCE POINTS

Preference Points may be added to the scores of those candidates who have successfully completed the Physical Ability Test, the Written Examination and the Oral Interview Process as follows:

MILITARY SERVICE:

Any person who was engaged in the military service of the United States for total period of at least one year and who was honorably discharged therefrom, or who is now or may hereafter be on inactive or reserve duty in such military service for at least one year shall upon request, be awarded five (5) preference points. It shall be the responsibility of the Applicant to provide evidence of qualifying military service as listed above with the original application for employment in order to be considered for preference points. Acceptable evidence of qualifying military service shall be an official Department of Defense document such as a DD 214 Copy #4, DD 214 Copy #1 and proof of honorable service from the Department of Defense such as a DD 256 A/N/AF or other official Department of Defense documentation as deemed acceptable by the Board of Fire and Police Commissioners. Preference points must be requested on a form provided by the City.

EDUCATIONAL PREFERENCE POINTS;

Police Applicants/Educational Preference Points: Every applicant shall furnish with their application a copy of their educational transcripts and any degree awarded. Persons who have successfully

obtained an Associate's Degree from an accredited college or university in the field of law enforcement or criminal justice are eligible to receive 2.5 educational preference points. In the alternative, persons who have successfully obtained a Bachelor's Degree from an accredited college or university are eligible to receive 5.0 educational preference points. Any promotional exam candidate who is eligible for educational preference points shall make a claim in writing with proof

thereof within ten (10) calendar days after the date of the posting of the initial eligibility register or such claims shall be deemed waived. The preference points under this subsection shall not be cumulative.

Fire Applicants/Educational Preference Points: **Persons who have successfully obtained an Associate's Degree in Fire Science or Emergency Medical Services from an accredited college or university or a Bachelor's Degree in any field are eligible to receive 5.00 educational preference points.** Any applicants who have served a minimum of 12 months on active duty in the service of the U. S. Military and who have either been honorably discharged or, in lieu of an honorable discharge, are still serving in an active or inactive reserve status are eligible for 5.00 preference points. Promotional candidates are eligible for the following educational preference

points: Associate's Degree – 2 points, Bachelor's Degree – 4 points, Master's Degree – 6 points. Promotional candidates who have served a minimum of 12 months on active duty in the service of the U. S. Military and who have either been honorably discharged or, in lieu of an honorable discharge, are still serving in an active or inactive reserve status are eligible for 3.50 preference points. Military preference points may only be used only once for promotion.

SECTION 6- ORIGINAL APPOINTMENT - PHYSICAL APTITUDE TEST.

All applicants may be required to submit themselves to a physical aptitude test. ~~In the event a physical aptitude test is administered, only candidates who have successfully passed the "written test" will be permitted to participate in the physical agility test.~~ Candidates applying for the position of a firefighter must provide proof of current CPAT certification with ladder climb at such time application or prior to [BD5][PC6]

submitting for the written examinations as they are required to submit to an oral interview hereunder. Police officers applicants must possess a valid and current POWER proficiency card as indicated in the prior section.

SECTION 7 - ORIGINAL APPOINTMENT - WRITTEN EXAMINATIONS.

Information as to the type of written examination employed by the Board will be provided as part of the orientation program. All examination papers shall be and remain the property of the Board and the grading thereof by the Board shall be final and conclusive and not subject to review by any other board or tribunal of any kind or description. Candidates who fail to achieve a passing grade will be notified and eliminated from all further consideration.

SECTION 8- ORIGINAL APPOINTMENT - ORAL EXAMINATION.

All Commissioners shall participate in the Oral Examination except wherein one Commissioner is absent due to illness or when matters of an emergency nature preclude his attendance. In no event shall less than a majority of the Commissioners conduct the Oral Interview. Additionally, a designee from the command staff level of the respective department may represent the Chief of that department in the oral examination as well as a representative of Human Resources. Said designees shall have equal grading authority. Questions shall be asked of the Candidate that will enable the Commissioners to properly evaluate and grade the Candidate on speech, alertness, ability to communicate, judgment, emotional stability, self-confidence, social skill and general fitness for the position. On completion of each Oral Examination the Commissioners and staff liaisons will discuss the Candidate's abilities using the traits listed above. Candidates who fail to successfully complete the Oral Examination will be notified and eliminated from all further consideration.

Notwithstanding anything to the contrary herein, the Board, at its discretion may provide for the oral examination to be conducted by an outside testing agency or testing vendor.

The Board shall select a number of applicants for oral examinations using the minimum passing requirements of any written examinations (example: applicants with the top 20 scores on the written examinations) if all candidates will not be interviewed initially; the number of candidates to be interviewed will be announced at the orientation session for the process.

Except in the case of ties, in no instance shall the group (or pool) of candidates being interviewed exceed 30 applicants at any one time.

SECTION 9- INITIAL ELIGIBILITY LIST – POLICE OFFICER

- a) The Commissioners will prepare an "Initial Eligibility Register" of the Candidates successfully completing the orientation, physical ability test (if any) and written test. Candidates shall be placed on the eligibility list in order of their relative excellence as determined by their test scores. The Candidates will be listed in order of excellence based on their final score.
- b) This register is subject to change with the addition of any claimed preference points as prescribed in 5/10-2.1-8 and 5/10-2.1-9 (a) of the Act. Preference points will not be added to any candidate's score if that candidate failed to obtain a minimum passing score. Candidates who are eligible for any preference points, shall make a claim in writing with proof thereof within ten (10) days after the date of the first

posting of the initial eligibility list or such claim shall be deemed waived.

- c) A dated copy of the Initial Eligibility Register, duly adjusted with preference points awarded, shall be sent to each person appearing thereon.
- d) A candidate's name shall be stricken from an initial eligibility register or a subsequent final eligibility register after the name has been on the initial eligibility register for a period exceeding two (2) years.

SECTION 10-CERTIFIED/ELIGIBLE POLICE OFFICERS

CERTIFIED ENTRY CANDIDATES FOR POLICE OFFICER

QUALIFICATIONS

All persons possessing certification from the Illinois Law Enforcement Training and Standards Board may be considered for accelerated entry (referred to as "certified entry candidates"). Certified entry candidates selected must first meet all of the following criteria:

- Status as a sworn municipal, Illinois state trooper or county Sheriff's deputy for one year after completion of a probationary period, and
- In good standing in the police department in which the person serves served or laid off due to budgetary restraints, and
- Possesses substantially equivalent skills and abilities as a City of St. Charles Police Officer who has completed the probationary period, as determined by the City, and
- Possesses an Associate Degree or 60 semester hours of credit from an institution accredited by the U.S. Department of Education, and
- Taken and passed such examinations as the Commission deems necessary to determine fitness for duty as a police officer.

Certified entry candidates who have been determined by the Commission to meet the aforementioned requirements will not be required to attend the orientation or take the written examination. For such candidates, the examination process may consist of a background investigation, oral interview(s), polygraph*, psychological, physical agility examination (or valid POWER Card) and medical examination prior to appointment.

Upon successful completion of the aforementioned criteria, a pool of eligible candidates will be maintained and depending upon the needs of the Police Department, the Chief of Police can ask for justification from the City Administrator to select from any candidate within this pool or elect to hire from the traditional hiring list.

* Authorities agree that polygraph examinations or other instruments for the detection of deception should be used only as an investigative aid. An admission during pre-test, test, or post-test interviews, together with other information, may be sufficient to support decisions relevant to employment status.

SECTION 11 – FINAL ELIGIBILITY REGISTER – POLICE OFFICER.

- a) Final appointment for the Police Department shall be from the names appearing on the "Final Eligibility Register."

- b) The Board shall select a number of candidates (the number to be determined at the discretion of the Board and announced at orientation) from the top of the Initial

Eligibility List who shall be required to submit to an oral interview to be conducted by the Board and, if successful, whose names will be included on the “Final Eligibility Register.”

- c) The names of the applicants shall be placed upon the “Final Eligibility Register” in rank order, highest first. Rank order shall be based upon the applicant’s total cumulative score which shall be calculated as follows:
 - 1) Original written test score multiplied by 70%; and,
 - 2) Oral interview score multiplied by 30%.
- d) In the event a “Final Eligibility Register” is exhausted prior to the expiration of the “Initial Eligibility Register,” the Board may establish another “Final Eligibility Register” in accordance with subsections a) through c) above.
- e) Applicants shall be appointed from the final eligibility list in descending order. Notwithstanding anything to the contrary contained within these rules and regulations, the Board may, at its discretion, choose to appoint an applicant, for a police officer’s position, who has been awarded a certificate attesting to his or her successful completion of the Minimum Standards Basic Law Enforcement Training Course, as provided in the Illinois Police Training Act, ahead of non-certified applicants.
- f) Appointment from the Final Eligibility Register is subject to satisfactorily passing or completing an in-depth psychological examination, a polygraph test, background investigation, and a thorough medical examination (which may include a test of the applicant’s vision and hearing, a test for the presence of communicable diseases as well as a test to screen for the use of drugs and/or narcotics).

SECTION 12 – PRELIMINARY ELIGIBILITY LIST-FIREFIGHTERS

The Commissioners will prepare a "Preliminary Eligibility Register" of the Candidates who have attended the orientation and passed the written test. Candidates shall be placed on the preliminary eligibility list in the order of their relative excellence as determined by their written test scores.

SECTION 13 – INITIAL ELIGIBILITY LIST-FIREFIGHTERS.

- a) The Board shall select a number of candidates (the number to be determined at the discretion of the Board and announced at orientation) from the top of the Preliminary Eligibility List who shall be required to successfully submit to an oral interview to be administered by the Board and, if successful, their names will be included on the “Initial Eligibility Register.”
- b) The names of the applicants shall be placed upon the “Initial Eligibility Register” in rank order, highest first. All scored examinations shall be based upon a scale of 1 to 100. Rank order shall be based upon the applicant’s total cumulative score which shall be calculated as follows:
 - 1) Original written test score multiplied by 70%; and,

- 2) Oral interview score multiplied by 30%.

SECTION 14 – FINAL ELIGIBILITY LIST-FIREFIGHTER

- A. Within ten (10) days after the posting of the Initial Eligibility Register, applicants, whose names appear thereon, shall make a claim for preference points. Failure to timely make a claim for preference points shall constitute a waiver thereof. Preference points shall be awarded as follows:
 - 1) Military Preference – 5 points. Awarded to applicants who have served a minimum of 12 months on active duty in the service of the U. S. Military and who have either been honorably discharged or, in lieu of an honorable discharge, are still serving in an active or inactive reserve status.
 - 2) Education Preference – 5 points. Candidates must have an Associate’s Degree in Fire Science or Emergency Medical Services from an accredited Community or Junior College or a Bachelor’s Degree in any field from an accredited College or University.
- B. Applicants shall be appointed from the Final Eligibility Register in descending order. Notwithstanding anything to the contrary contained herein, the Commission, at its discretion, may bypass a higher ranking candidate and appoint a lower ranking candidate if, in the Commission’s opinion, the lower ranking candidate is more qualified for the position and that candidate’s name appears within the top 5% of the names remaining on the list or, if there is less than 100 names remaining on the list, the applicant’s name is within the top 5 names remaining on the list.
- C. Appointment from the Final Eligibility Register is subject to satisfactorily passing or completing an in-depth psychological examination, background investigation, and a thorough medical examination (which may include a test of the applicant’s vision and hearing, a test for the presence of communicable diseases as well as a test to screen for the use of drugs and/or narcotics). A conditional offer of employment shall be made prior to an applicant submitting to the in-depth psychological examination and the medical exam.
- D. In the event a “Final Eligibility Register” is exhausted prior to the expiration of the “Initial Eligibility Register,” the Board may establish another “Final Eligibility Register” in accordance with Section 11 above. Names will be stricken from the “Final Eligibility List” and the Initial Eligibility List after the names have appeared on the original “Initial Eligibility List” in excess of two years.

SECTION 15 - PROFESSIONAL EXAMINATIONS AND TESTS.

- A. Each applicant for original appointment shall submit to a Psychological Examination by such psychologist or psychiatrist as the Board may designate. Such examination shall be without expense to the applicant. Failure of the applicant to take or successfully complete such test shall eliminate him from further consideration.

B. Any applicant for original appointment to the Police Department of the City of St. Charles, Illinois, may be required to submit to a Polygraph Device Deceptive Test, commonly known as a Lie Detector Test, at such time and place as the Board may designate. Such test shall be given without expense to the applicant. Failure of the applicant to take or successfully complete such test shall disqualify him to enter upon the duties of the office for which the application for examination was filed.

C. Medical Examinations shall be performed by a licensed physician.

~~C.D.~~ Functional Capacity Evaluations shall be performed by a qualified medical professional.

SECTION 16 - PROBATIONARY APPOINTMENT.

A. All vacancies in the Police or Fire Department shall be filled by individuals from the Final Eligibility Registers in the order in which their names appear on the register and having met all requirements previously listed. Pursuant to Section 5/10-2.1-14 of the Board of Fire and Police Commissioners Act, the Board may choose to appoint a certified police officer applicant ahead of non-certified applicants.

B. All original appointments to the police department shall be on a probationary basis commencing upon the date of hire ~~an officer first reports for duty~~ and continuing for a period of twelve (12) months for certified eligible officers and eighteen (18) months for traditional officers ~~beyond the date the officer successfully completes the department's field training program~~. All original appointments to the fire department shall be for a probationary period of twelve (12) months. The probationary period of a newly appointed fire fighter will commence when the fire fighter first reports for work with the fire department. A probationary period may be tolled for those periods of time a probationary employee, is unable or unavailable to perform his or her assigned duties due to required training or due to injury or illness (whether or not job-related) if such periods of absence exceed 30 days.

C. Any person whose name appears on the Final Eligibility Register may decline appointment once. Should a candidate decline appointment a second time, their name shall be struck from the Final Eligibility Register.

D. Probationary employees may be summarily dismissed by the Board and are not entitled to the protection afforded to other full-time officers or fire fighters by statute or these rules.

SECTION 17 - CERTIFICATION.

A. Final certification of probationary Police Officers shall be subject to successful completion of the Basic Training Course, as mandated by the State of Illinois, as well as successfully completing all requirements of the departments field training program within the prescribed probationary period. Inability to successfully complete the course and the FTO program shall be grounds for dismissal.

B_[BD7][PC8].

CHAPTER IV - PROMOTIONAL EXAMINATIONS

SECTION 1 - GENERAL.

The Board, by its rules, shall provide for promotion in the Police and Fire Departments on the basis of ascertained merit and seniority in service and examination, and shall provide in all cases, where it is practicable, that vacancies shall be filled by promotion. All examinations for promotion shall be competitive among such eligible as desire to submit themselves to examination. The method of examination and the rules governing examinations for promotion are specified below. For the purpose of determining that a vacancy exists, the Board must have received notice from the appropriate corporate authorities to fill an existing vacancy prior to the date the name(s) are to be stricken from a promotional eligibility register.

SECTION 2 - PROBATIONARY APPOINTMENT-SUPERVISOR.

All promotional appointments to the police department shall be for a probationary period of twelve (12) months. A probationary period may be tolled for those periods of time a probationary employee, is unable or unavailable to perform his or her assigned duties due to required training or due to injury or illness (whether or not job-related) if such periods of absence exceed 30 days.

A person whose name appears on the Final Eligibility Register may decline appointment once. It shall be the option of the Board, should a candidate decline appointment a second time, to strike from or maintain upon the register the name of such candidate without otherwise altering the candidate's original position on the Final Eligibility Register.

Probationary appointments may have their probationary period extended by the Board as recommended by the respective Police Chief or demoted to their previous position by the Board while on probation.

SECTION 2 – POLICE DEPARTMENT

Candidates for promotion must have served a minimum of five (5) full years of certified service as a full time law enforcement officer at a lower rank prior to the written test being administered in order to be eligible to test for promotion to the next higher rank. All promotions within the police department shall be made from the three (3) individuals having the highest ranking at the time of the promotional opening, and where there are less than three (3) names on the promotional eligibility register, as originally posted, or remaining thereon after appointments have been made there from, appointments to fill existing vacancies shall be made from those names or the name remaining on the promotional register. The Board shall strike off the names of candidates for promotional appointment after they have remained thereon for more than two (2) years, provided there is no vacancy existing which can be filled from the promotional register.

Each weighted component of the examination process shall be based upon a scale of 1 to 100.

- a) The final Promotional Examination score for positions within the police department shall be determined as follows:

<u>Examination</u>	<u>Weight</u>	<u>Passing Grade</u>
Written Essay,	10%	75%
<u>Written Test</u>	30%	75%
Test (to be created and customized specific to the City of St. Charles using department directives, City codes, personnel policy manual and one reference book)		
Oral Interview w/BFPC	40%	75%

A designee from the command staff level of the respective departments as well as a representative of Human Resources may represent the Chief of that department in the oral examination of candidates, and said designees shall have equal grading authority

Departmental Merit and Efficiency (Chief's Points) 20%

- b) In the event no candidate from the immediate next lower rank qualifies for promotion, the Board in determining next in order of rank in promotional examinations herewith determines a policy of extending the examination successively through all the orders of rank in the services in an endeavor to qualify suitable eligible or eligibles for the vacancy or vacancies existing before extending the examination to the general public.
- c) Candidates who are otherwise qualified and have timely requested credit for prior military service shall be granted veterans preference points as provided by state statute pursuant to guidelines previously mentioned within these rules and regulations.
- d.) Police Sergeant Applicants/Educational Preference Points: Persons who ~~—~~have successfully obtained an Associate's Degree from an accredited college or university in the field of law enforcement or criminal justice are eligible to receive 1.75 educational preference points. In the alternative, persons who have successfully obtained a Bachelor's Degree from an accredited college or university are eligible to receive 3.50 educational preference points. Any promotional exam candidate who is eligible for educational preference points shall make a claim in writing with proof thereof within ten (10) calendar days after the date of the posting of the initial eligibility register or such claims shall be deemed waived. The preference points under Section 2 shall not be cumulative. No person shall receive the educational preference points for a promotional appointment granted by this subsection 2.24.04 (A) after he or she has received one promotion from an eligibility list on which he or she was allowed such preference.

TOTAL SCORE.

A Candidate's total score shall consist of the combined scores of the written examination, written essay and BFPC oral interview and Chief's preference points plus veteran's preference/educational points if applicable. Candidates shall take rank upon a promotional eligibility register in the order of their relative excellence as determined by their total score. In the event of a tie score, the placement of the tied candidates' names on the eligibility list

shall be determined by lot, in the presence of a quorum of the Board, in whatever manner the Board deems appropriate.

SECTION 3–PROMOTIONAL TESTING-FIRE DEPARTMENT.

Promotions within the Fire Department shall be accomplished in accordance with the Fire Department Promotion Act and as further specified within Article 18 of the Collective Bargaining Agreement between the City of St. Charles and the St. Charles Professional Firefighters Association Local 3322 of the International Association of Fire Fighters (IAFF), A.F.F.I., AFL/CIO, effective ~~May 1, 2013 to April 30, 2016~~^{(BD9)(PC10)}; the collective bargaining agreement in effect at the time of promotional testing and subject to any amendments thereto. Promotional vacancies within the Fire Department that are governed by the Fire Department Promotion Act shall be appointed in rank order from the promotional list in accordance with the Act.

SECTION 4 - PROMOTIONAL VACANCY,

Upon notice from the appropriate corporate authority that a promotional vacancy exists, the Board shall select the individual to be promoted in the manner specified in Section 1 of this Chapter IV.

CHAPTER V - ORDER OF RANK, CLASSIFICATION AND OATH OF OFFICE

SECTION 1 - RANK.

The order of rank in the Police Department shall be as provided by ordinance and municipal budget.

The order of rank in the Fire Department shall be as provided by ordinance and municipal budget.

SECTION 2 - CLASSIFICATION.

The Board classifies such offices in the fire and police departments for the purpose of establishing and maintaining standards of examinations and promotions based upon job descriptions and departmental regulations.

SECTION 3 - OATH OF OFFICE.

Before entering duty, any person about to become a member of the Fire or Police Department, shall take the following oath, before any person authorized to administer oaths in the State of Illinois:

Oath

I, _____, do solemnly swear or affirm that I will support the Constitution of the United States, the laws of the State of Illinois, the ordinances of the City of St. Charles, and the Rules and Regulations of the Board of Fire and Police Commissioners, and that I will faithfully discharge the duties of the office of _____ to the best of my ability.

Affirmant

Date

Chairman
Board of Fire & Police Commissioners

Date

Signed and Sworn to before me this
____ day of _____, 20 .

City Clerk

**CHAPTER VI - HEARING OF CHARGES, REMOVALS,
SUSPENSIONS AND DISCHARGES**

SECTION 1 - HEARING OF CHARGES.

- a) Hearings before the Board are not common law proceedings. The provisions of the "Code of Civil Procedure" do not apply to hearings before the Board.
- b) "Counsel" as used herein means: One who has been admitted to the bar as an attorney-at-law in this State.
- c) No rehearing, reconsideration, modification, vacation, or alteration of a decision of the Board shall be allowed.
- d) "Cause" is some substantial shortcoming which renders continuance in employment in some way detrimental to the discipline and efficiency of the public service and something which the law and sound public opinion recognize as cause for the officer or fire fighter no longer occupying his position. The right to determine what constitutes cause is in the Board.
- e) The complainant or appellant initiating any proceedings which call for a hearing before the Board shall have the burden of proof to establish by a preponderance of the evidence that cause for discipline exists or that a suspension, previously imposed by the Chief of a department, is unwarranted. Should the question of a crime be involved, the rule of "reasonable doubt" shall not control.
- f) The phrase "preponderance of evidence" is defined as the greater weight of the evidence, that is to say, it rests with that evidence which, when fairly considered produces the stronger impression, and has a greater weight, and is more convincing as to its truth when weighed against the evidence in opposition thereto.
- g) Probationary employees may be summarily dismissed by the Board and are not entitled to the protection afforded to other full-time officers or fire fighters by statute or these rules.
- h) All hearings shall be public, in accordance with the Open Meetings Act.
- i) At the time and place of hearing, both parties may be represented by counsel, if they so desire.
- j) All proceedings before the Board during the conduct of the hearing shall be recorded by a court reporter to be employed by the Board.
- k) The records of all hearings will not be transcribed by the court reporter unless requested to do so by the Board or any party of interest.

- l) All witnesses shall be sworn prior to testifying and the matter will be decided by the Board solely on evidence presented at the hearings.
- m) The Board will first hear the witnesses either substantiating the charges which have been made against the respondent or in support of an appeal brought by a suspended fire fighter or police officer. Thereafter the other party may present and examine those witnesses whom he desires the Board to hear. All parties shall have the right to cross-examine witnesses presented by the opposite party.

SECTION 2 - HEARING PROCEDURE.

- a) **Complaints:** In all cases, written complaints shall be filed in quintuple, setting forth a plain and concise statement of the facts upon which the complaint is based.
- b) **Probable Cause:** The Board shall have the right to determine whether there is or is not probable cause for hearing a complaint and may conduct such informal hearings as may be necessary for such purpose.
- c) **Notification of Hearing:** Upon the filing of a complaint in quintuple with the Secretary of the Board, and the determination by the Board of probable cause for entertaining said complaint, the Secretary of the Board shall notify both the complainant and the respondent, either by registered or certified mail, return receipt requested, or personally, of the time and place of the hearing of the charges contained in the Complaint. The respondent shall also be served with a copy of the Complaint, and if an Order of Suspension Pending a Hearing is entered by the Board, the respondent, the complainant, the Chief of the Department, the treasurer, comptroller, manager, or other finance officer of the municipality shall be notified of the entry of such Order of Suspension Pending a Hearing, and be served either personally or by registered or certified mail, return receipt requested, with a copy of such Order.
- d) **Continuances:** The matter of granting or refusing to grant a continuance of a hearing is within the discretion of the Board.
- e) **Stipulations:** Parties may, on their own behalf, or by Counsel, stipulate and agree in writing, or on the record, as to evidenced guilt. The facts so stipulated shall be considered as evidence in the proceeding.

In the event a respondent has been suspended pending a hearing and desires a continuance, it shall also be stipulated and agreed that in the event said respondent is to be retained in his position as a result of a decision of the Board following a hearing of the cause, then no compensation shall be paid to said respondent during the period of said continuance.

- f) **Sufficiency of Charges-Objections to:** Motions or objections to the sufficiency of written charges must be filed or made prior to or at the hearing before the Board.

SECTION 3 - SUBPOENAS.

- a) Any party to an administrative hearing may, at any time before the hearing, make application to the Board by filing with it a written request for subpoenas for any individual to appear for a hearing or have them produce books, papers, records, accounts and other documents as may be deemed by the Board to be relevant to the hearing. On the filing of such application, subpoenas will be issued for the named persons. Subpoenas may be served by any person 21 years of age or older designated by the party requesting the subpoenas. Application for subpoenas should contain the names and addresses of the individuals to be subpoenaed, and the identity of any documents which they are to produce. Subpoenas will not be issued for anyone residing outside of the State of Illinois.
- b) Any request for continuance by reason of inability to serve subpoenas shall be filed in the office of the Board at least three (3) days before the date set for such hearing, provided, however, that the Board in its discretion may waive this rule.

SECTION 4 - SERVICE.

All papers required by these Rules and Regulations to be served shall be delivered personally to the party designated or mailed, by United States mail in an envelope properly addressed with postage prepaid, to the designated party at his last known residence as reflected by the complaint filed with the Board, except as herein otherwise provided. Proof of service of any paper may be made by the certification of any person so mailing the paper or delivering the same to the designated party personally, or by filing a return receipt showing that a paper was mailed, by either registered or certified mail, return receipt requested, to a party's address where it was received by a named party.

SECTION 5 - FILING.

All papers may be filed with the Board by mailing them or delivering them personally to the Secretary of the Board at the City of St. Charles, Illinois. For the purpose of these Rules and Regulations, the filing date of any paper shall be the date it was received in the Board's Office, in the event the paper is delivered personally or by messenger. In the event a paper is forwarded by mail, then the filing date shall be the date which is postmarked on the envelope of such paper.

SECTION 6 - FORMS OF PAPER.

- a) All papers filed in any proceeding shall be typewritten or printed and shall be on one side of the paper only.
- b) If typewritten, the lines shall be double spaced, except that long quotations may be single spaced and indented.
- c) All papers shall be not larger than 8½" by 11" with inside margins of not less than one inch.

- d) The original of all papers filed shall be signed in ink by the party filing the paper or by an officer, agent, or attorney thereof and copies thereof provided the opposing party or his counsel.
- e) If papers are filed by an attorney, his name and address shall appear thereon.

SECTION 7 - COMPUTATION OF TIME.

The time within which any act under these Rules is to be done shall be computed by excluding the first day and including the last, unless the last day is Sunday or is a holiday as defined or fixed in any statute now or hereafter in force in the State, and then it shall also be excluded. If the day succeeding such Sunday or holiday is also a holiday or a Sunday then such succeeding day shall also be excluded.

SECTION 8 - DEMOTIONS

Promoted sergeants are subject to a probationary period and potential demotion to the next lowest rank pursuant to the terms of the collective bargaining agreement then in effect between the City and the labor organization representing the sergeants.

SECTION 9 – SUSPENSION.

The Board may suspend any member of the Fire or Police Department, against whom charges have been proffered, pending a hearing of the charges by the Board, but not to exceed thirty (30) days, without pay, at any one time except those members whose disciplinary procedures are determined by separate collective bargaining agreements. The Chief of the Fire or Police Department shall have the right to suspend any officer under the Chief's command for a period of not to exceed ten (10) days without pay, providing no charges on the same offense have been filed and are pending before the Board, and the Chief shall notify the Board in writing within twenty-four (24) hours of the time of such suspension. Any police officer or firefighter/paramedic so suspended may appeal to the Board for a review of the suspension within five (5) days after receiving notice of such suspension by filing notice of such appeal in writing with the Chairman of the Board of Fire and Police Commissioners. A hearing shall be had upon such appeal, and due notice given to the Chief of the Department who suspended such officer and to the officer so suspended. The burden of establishing that a suspension is unwarranted shall be upon the individual bringing the appeal. Upon such appeal, the Board may sustain the action of the Chief of the Department, may reverse it with instructions that the officer so suspended receive pay for the period involved, may suspend the officer for a period of not more than thirty (30) days without pay, or discharge the officer, depending on the evidence presented.

SECTION 10 - DISCHARGE OR SUSPENSION AFTER HEARING

- a) Discharge from office or suspension from service in the Fire or Police Department shall be in compliance with the Fire and Police Commissioners Act of the State of Illinois, 65 ILCS 5/10-2.1, or the appropriate collective bargaining agreement.
- b) The Board shall, within a reasonable time after the hearing is completed, enter its findings on the records of the Board.

SECTION 11 - DATE OF HEARING.

The time for the hearing of charges shall be set by the Board, within thirty (30) days of the time of the filing of such charges. Continuances may be granted from time to time upon motion of any party to the proceeding by order of the Board. This time limitation is not applicable to hearings conducted to review suspensions of five (5) days or less imposed by a Chief of a department on one of its members

SECTION 12 - FINDINGS AND DECISION

In case any member of the Fire or Police Department shall be found guilty of the charges preferred against him/her after a hearing by the Board, the member may be removed, discharged, or suspended for a period not exceeding thirty (30) days, without pay. Upon an appeal, the Board may sustain the action of the Chief, may reverse it, in whole or in part, or may suspend the officer or firefighter for an additional period of not more than thirty (30) days, or discharge the officer or firefighter, depending on the facts presented.

SECTION 13 - RULES - CONFLICT.

The personnel of the Fire and Police Department shall be governed by the Rules as adopted by the Commission and the Regulations of the Fire and Police Departments as adopted by ordinance. In case of conflict, the rules of the Board shall govern unless otherwise stipulated in a collective bargaining agreement.

SECTION 14- VIOLATION OF RULES.

All members of the Police and Fire Departments shall be subject to the regulations of such Department, and the Rules of the Board, and a violation of such rules or regulations may be cause for filing of charges before the Board, a subsequent hearing and action by the Board on such charges.

SECTION 14 - VIOLATION OF LAW.

Any violation of the laws of the municipality or state or federal law, by any member of the Police or Fire Department of such municipality may be cause for the filing of charges against said fire fighter or officer, except as herein otherwise provided.

CHAPTER VII - GENERAL

SECTION 1.

The Board shall have such other Powers and duties as are given it by the Statutes of the State of Illinois or by ordinance.

SECTION 2.

Any Chapters, Sections and/or Subsections of the foregoing Rules for the operation of the Board that are in conflict with the State Statute or with any amendments thereto that may hereafter be enacted are null and void. This, however, does not invalidate any other Chapters, Sections and/or Subsections of said Rules.

SECTION 3.

Amendments to the Rules of the Board may be made at any meeting of the Board. A notice shall be published, in a newspaper of general circulation in the municipality, specifying where such Rules are available for inspection. The notice shall specify the date, not less than ten (10) days subsequent to the date of such publication when said Rules shall become effective. All amendments to these rules and regulations must be adopted and approved by ordinance of the City Council before taking effect

SECTION 4 - LEAVE OF ABSENCE.

Leaves of Absence shall be granted by reason of military service or duty-related disability as specified in Illinois Compiled Statutes, Chapter 65, Section 5/10-2.1-23. If a Leave of Absence is granted by the Board during a probationary period, such probationary period shall be tolled until the probationary employee returns from his leave of absence.

SECTION 5 - POLITICAL CONTRIBUTIONS.

No person in the Police or Fire Departments of the City of St. Charles, Illinois, shall be under any obligation to contribute any funds to render any political service, and no such person shall do so or be removed or otherwise prejudiced for refusing to do so. No person in the Fire or Police Departments of the City of St. Charles, Illinois, shall discharge or promote or reduce, or in any manner change the official rank or compensation of any other person in such service, or promise or threaten so to do, for withholding or refusing to make any contribution of money or service or any other valuable thing for any political purpose, or in any other manner, directly or indirectly, use his official authority or influence to compel or induce any other person to pay or render any political assessment, subscription, contribution or service.

Approved and Adopted, this ~~10th day of July, 2017~~^{9th} day of March, 2020 by motion of the Board of Fire and Police Commissioners.

Vote:

Ayes: 3 Nays: 0

Absent: 2



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: *6a

Title: January 2020 Budget Revisions for the City of St. Charles

Presenter: Chris Minick, Finance Director

Meeting: Government Operations Committee

Date: April 6, 2020

Proposed Cost: \$ -0-

Budgeted Amount:

Not Budgeted:

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

January 2020 listing of monthly budget revisions for the City of St. Charles.

Attachments *(please list):*

January 2020 Budget Revisions

Recommendation/Suggested Action *(briefly explain)*

January 2020 Budget Revisions for the City of St. Charles

CITY OF ST. CHARLES
Budget Revision Listing

January 2020

JE TYPE	JE #	BUDGET #	COMPANY	FISCAL YEAR	PERIOD	DATE	ACCT-UNIT	ACCOUNT	AMOUNT	DESCRIPTION
Budget Addition	104	100	1000	2020	9	01/22/2020	100601	54180	765.00	Transcript services
Budget Addition	104	100	1000	2020	9	01/22/2020	100650	54110	954.00	Legal fees
Budget Addition	104	100	1000	2020	9	01/22/2020	100900	31199	(1,719.00)	Economic Development fees
104 Total										-
Budget Addition	105	100	1000	2020	9	01/22/2020	508667	56100	1,001,787.00	1 West Main Purchase
Budget Addition	105	100	1000	2020	9	01/22/2020	508900	31199	(1,001,787.00)	1 West Main Purchase
Budget Addition	105	100	1000	2020	9	01/22/2020	100120	54110	3,000.00	Legal Fees
Budget Addition	105	100	1000	2020	9	01/22/2020	100900	31199	(3,000.00)	Legal Fees
105 Total										-
Budget Addition	106	100	1000	2020	9	01/23/2020	210541	54311	182.00	JULIE fees
Budget Addition	106	100	1000	2020	9	01/23/2020	210900	31199	(182.00)	JULIE fees
Budget Addition	106	100	1000	2020	9	01/23/2020	220552	54311	132.00	JULIE fees
Budget Addition	106	100	1000	2020	9	01/23/2020	220900	31199	(132.00)	JULIE fees
106 Total										-
Budget Transfer	107	100	1000	2020	9	01/24/2020	100400	54160	(5,000.00)	Registration fees
Budget Transfer	107	100	1000	2020	9	01/24/2020	100400	51300	5,000.00	Registration fees
107 Total										-
Budget Addition	108	100	1000	2020	9	01/24/2020	100510	52802	55,750.00	Additional salt purchase
Budget Addition	108	100	1000	2020	9	01/24/2020	100900	31199	(55,750.00)	Additional salt purchase
Budget Addition	108	100	1000	2020	9	01/24/2020	100510	52802	22,000.00	Additional anti-icing material
Budget Addition	108	100	1000	2020	9	01/24/2020	100900	31199	(22,000.00)	Additional anti-icing material
Budget Addition	108	100	1000	2020	9	01/24/2020	210900	31199	(300.00)	Drinking Water
Budget Addition	108	100	1000	2020	9	01/24/2020	210540	52100	300.00	Drinking Water
108 Total										-
Budget Addition	109	100	1000	2020	9	01/28/2020	304800	57311	289,980.89	Repay GF Advances
Budget Addition	109	100	1000	2020	9	01/28/2020	304900	31199	(289,980.89)	Repay GF Advances
Budget Addition	109	100	1000	2020	9	01/28/2020	100800	49300	(289,980.89)	TIF 1 Repayment of Advances
Budget Addition	109	100	1000	2020	9	01/28/2020	100900	31199	289,980.89	TIF 1 Repayment of Advances
Budget Addition	109	100	1000	2020	9	01/28/2020	100800	57312	236,156.68	Advance to First Street Plaza
Budget Addition	109	100	1000	2020	9	01/28/2020	100900	31199	(236,156.68)	Advance to First Street Plaza
Budget Addition	109	100	1000	2020	9	01/28/2020	508800	49100	(236,156.68)	Adv from GF for property purch
Budget Addition	109	100	1000	2020	9	01/28/2020	508900	31199	236,156.68	Adv from GF for property purch
109 Total										-
Grand Total									\$	-



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: *6b

Title: February 2020 Budget Revisions for the City of St. Charles

Presenter: Chris Minick, Finance Director

Meeting: Government Operations Committee

Date: April 6, 2020

Proposed Cost: \$ -0-

Budgeted Amount:

Not Budgeted:

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

February 2020 listing of monthly budget revisions for the City of St. Charles.

Attachments *(please list):*

February 2020 Budget Revisions

Recommendation/Suggested Action *(briefly explain)*

February 2020 Budget Revisions for the City of St. Charles

CITY OF ST. CHARLES
Budget Revision Listing

February 2020

JE TYPE	JE #	BUDGET #	COMPANY	FISCAL YEAR	PERIOD	DATE	ACCT-UNIT	ACCOUNT	AMOUNT	DESCRIPTION
Budget Addition	110	100	1000	2020	10	02/05/2020	100220	54133	\$ 12,200.00	Bank Fees Increase
Budget Addition	110	100	1000	2020	10	02/05/2020	100900	31199	\$ (12,200.00)	Bank Fees Increase
110 Total									\$ -	
Budget Addition	111	100	1000	2020	10	02/10/2020	100300	54646	\$ 52,183.00	NCNTF Grant Distribution
Budget Addition	111	100	1000	2020	10	02/10/2020	100999	44204	\$ (52,183.00)	NCNTF Grant Distribution
111 Total									\$ -	
Budget Addition	112	100	1000	2020	10	02/12/2020	100110	52310	\$ 1,121.00	Equipment Purchasing - Grant
Budget Addition	112	100	1000	2020	10	02/12/2020	100900	31199	\$ (1,121.00)	Equipment Purchasing - Grant
112 Total									\$ -	
Budget Addition	113	100	1000	2020	10	02/14/2020	508667	56150	\$ 23,800.00	Design Engineering 1 W Main
Budget Addition	113	100	1000	2020	10	02/14/2020	508900	31199	\$ (23,800.00)	Design Engineering 1 W Main
113 Total									\$ -	
Budget Addition	114	100	1000	2020	10	02/18/2020	100210	54110	\$ 7,000.00	Funds for contract negotiation
Budget Addition	114	100	1000	2020	10	02/18/2020	100900	31199	\$ (7,000.00)	Funds for contract negotiation
Budget Addition	114	100	1000	2020	10	02/18/2020	200521	51205	\$ 4,239.00	IDES payment
Budget Addition	114	100	1000	2020	10	02/18/2020	200900	31199	\$ (4,239.00)	IDES payment
114 Total									\$ -	
Budget Transfer	115	100	1000	2020	10	02/18/2020	802210	55100	\$ (40,000.00)	To cover dental claims.
Budget Transfer	115	100	1000	2020	10	02/18/2020	802210	55101	\$ 40,000.00	To cover dental claims.
Budget Transfer	115	100	1000	2020	10	02/18/2020	802210	55104	\$ (7,500.00)	To cover dental claims.
Budget Transfer	115	100	1000	2020	10	02/18/2020	802210	55105	\$ 7,500.00	To cover dental claims.
115 Total									\$ -	
Budget Transfer	116	100	1000	2020	10	02/18/2020	100210	52101	\$ 500.00	Additional Funding
Budget Transfer	116	100	1000	2020	10	02/18/2020	100210	52100	\$ 500.00	Additional Funding
Budget Transfer	116	100	1000	2020	10	02/18/2020	100210	51300	\$ (1,000.00)	Additional Funding
116 Total									\$ -	
Budget Transfer	117	100	1000	2020	10	02/21/2020	100120	54110	\$ 7,000.00	Legal fees for LCC
Budget Transfer	117	100	1000	2020	10	02/21/2020	100111	54189	\$ (7,000.00)	Legal fees for LCC
117 Total									\$ -	
Budget Addition	118	100	1000	2020	10	02/26/2020	100650	54110	\$ 1,248.00	Eco Devo Legal Fees
Budget Addition	118	100	1000	2020	10	02/26/2020	100601	54180	\$ 704.00	Planning Transcript Svc
Budget Addition	118	100	1000	2020	10	02/26/2020	100900	31199	\$ (1,952.00)	Additional Fees
118 Total									\$ -	
Budget Addition	119	100	1000	2020	10	02/27/2020	513500	56101	\$ 178,000.00	CP5089 - Checkerboard
Budget Addition	119	100	1000	2020	10	02/27/2020	513999	44213	\$ (50,000.00)	CP5089 - Checkerboard
Budget Addition	119	100	1000	2020	10	02/27/2020	513900	31199	\$ (128,000.00)	CP5089 - Checkerboard
Budget Addition	119	100	1000	2020	10	02/27/2020	513511	56200	\$ (64,062.00)	CP5848 - Parking Deck
Budget Addition	119	100	1000	2020	10	02/27/2020	513900	31199	\$ 64,062.00	CP5848 - Parking Deck
119 Total									\$ -	

CITY OF ST. CHARLES
Budget Revision Listing

February 2020

JE TYPE	JE #	BUDGET #	COMPANY	FISCAL YEAR	PERIOD	DATE	ACCT-UNIT	ACCOUNT	AMOUNT	DESCRIPTION
Budget Transfer	120	100	1000	2020	10	02/28/2020	100603	54250	\$ (4,292.00)	Xfer to software maintenance
Budget Transfer	120	100	1000	2020	10	02/28/2020	100603	54251	\$ 4,292.00	Xfer to software maintenance
120 Total									\$ -	
Budget Addition	121	100	1000	2020	10	02/28/2020	100603	54110	\$ 10,000.00	BCE legal fees
Budget Addition	121	100	1000	2020	10	02/28/2020	100611	54601	\$ 41,670.00	SBA Funding
Budget Addition	121	100	1000	2020	10	02/28/2020	100900	31199	\$ (51,670.00)	Budget Shortages
121 Total									\$ -	
Grand Total									\$ -	

The revisions shown herewith have been approved by the City Council, except as noted below.

 Chairman, Government Operations Committee

 Date

 Vice Chairman, Government Operations Committee

 Date

 Finance Director

 Date

Exceptions:



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: *6c

Title: March 2020 Budget Revisions for the City of St. Charles

Presenter: Chris Minick, Finance Director

Meeting: Government Operations Committee

Date: April 6, 2020

Proposed Cost: \$ -0-

Budgeted Amount:

Not Budgeted:

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

March 2020 listing of monthly budget revisions for the City of St. Charles.

Attachments *(please list):*

March 2020 Budget Revisions

Recommendation/Suggested Action *(briefly explain)*

March 2020 Budget Revisions for the City of St. Charles

CITY OF ST. CHARLES
Budget Revision Listing

March 2020

JE TYPE	JE #	BUDGET #	COMPANY	FISCAL YEAR	PERIOD	DATE	ACCT-UNIT	ACCOUNT	AMOUNT	DESCRIPTION
Budget Addition	131	100	1000	2020	11	03/10/2020	220551	54464	\$ 31,586.00	Eastside Pump Repair
Budget Addition	131	100	1000	2020	11	03/10/2020	220900	31199	\$ (31,586.00)	Eastside Pump Repair
131 Total									\$ -	
Budget Addition	132	100	1000	2020	11	03/12/2020	100510	54459	\$ 12,050.00	Software upgrade funding
Budget Addition	132	100	1000	2020	11	03/12/2020	100900	31199	\$ (12,050.00)	Software upgrade funding
Budget Addition	132	100	1000	2020	11	03/12/2020	220552	54189	\$ 12,050.00	Software upgrade funding
Budget Addition	132	100	1000	2020	11	03/12/2020	220900	31199	\$ (12,050.00)	Software upgrade funding
132 Total									\$ -	
Budget Transfer	133	100	1000	2020	11	03/12/2020	804530	54405	\$ 284.00	ADS fees
Budget Transfer	133	100	1000	2020	11	03/12/2020	804530	54455	\$ (284.00)	ADS fees
Budget Transfer	133	100	1000	2020	11	03/12/2020	100603	52001	\$ 260.00	Purchase receipts printer
Budget Transfer	133	100	1000	2020	11	03/12/2020	100603	52310	\$ (260.00)	Purchase receipts printer
Budget Transfer	133	100	1000	2020	11	03/12/2020	100220	54110	\$ 400.00	JRB meeting fees
Budget Transfer	133	100	1000	2020	11	03/12/2020	100220	51300	\$ (400.00)	ADS fees
133 Total									\$ -	
Budget Transfer	134	100	1000	2020	11	03/17/2020	100220	54520	\$ 1,190.00	Check stock and envelopes
Budget Transfer	134	100	1000	2020	11	03/17/2020	100221	52000	\$ (1,190.00)	Check stock and envelopes
Budget Transfer	134	100	1000	2020	11	03/17/2020	100500	51400	\$ (137.00)	Traning
Budget Transfer	134	100	1000	2020	11	03/17/2020	100500	51401	\$ 137.00	Traning
Budget Transfer	134	100	1000	2020	11	03/17/2020	100600	51402	\$ (200.00)	Check stock and envelopes
Budget Transfer	134	100	1000	2020	11	03/17/2020	100600	55203	\$ 200.00	Document recordings
134 Total									\$ -	
Budget Addition	135	100	1000	2020	11	03/18/2020	100300	56000	\$ 58,290.00	2 PD Ford Sedans
Budget Addition	135	100	1000	2020	11	03/18/2020	100999	45107	\$ (58,290.00)	2 PD Ford Sedans
135 Total									\$ -	
Budget Transfer	136	100	1000	2020	11	03/18/2020	100300	52310	\$ 4,245.00	Purchase of Sanitizing Equip
Budget Transfer	136	100	1000	2020	11	03/18/2020	100300	54467	\$ (4,245.00)	Purchase of Sanitizing Equip
136 Total									\$ -	
Budget Transfer	137	100	1000	2020	11	03/19/2020	100120	54110	\$ 3,500.00	Transfer funds for fees
Budget Transfer	137	100	1000	2020	11	03/19/2020	100121	51400	\$ (3,500.00)	Transfer funds for fees
Budget Transfer	137	100	1000	2020	11	03/19/2020	100650	51300	\$ (1,420.00)	Transfer funds for fees
Budget Transfer	137	100	1000	2020	11	03/19/2020	100650	54110	\$ 1,420.00	Transfer funds for fees
Budget Transfer	137	100	1000	2020	11	03/19/2020	804530	54455	\$ (2,000.00)	Transfer funds for fees
Budget Transfer	137	100	1000	2020	11	03/19/2020	804530	54405	\$ 2,000.00	Transfer funds for fees
137 Total									\$ -	
Budget Addition	138	100	1000	2020	11	03/19/2020	100604	54160	\$ 3,600.00	Reimbursed fees
Budget Addition	138	100	1000	2020	11	03/19/2020	100900	31199	\$ (3,600.00)	Reimbursed fees
Budget Addition	138	100	1000	2020	11	03/19/2020	100900	31199	\$ (4,000.00)	Reimbursed fees
Budget Addition	138	100	1000	2020	11	03/19/2020	100600	54110	\$ 4,000.00	Reimbursed fees
138 Total									\$ -	

**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: *6d

Title:

Recommendation to approve an Ordinance Reserving and Authorizing the Transfer of Volume Cap in Connection with Private Activity Bond Issues and Related Matters

Presenter:

Chris Minick, Finance Director

Meeting: Government Operations Committee

Date: April 6, 2020

Proposed Cost: \$ N/A

Budgeted Amount: \$

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

Our private activity bond allocation cap this year is \$3,468,360. This amount is based on a private activity allocation of \$105 per capita from the State of Illinois (City's population estimate of 33,032 per State of Illinois 2020 Guidelines and Procedures). We have the right to reserve, transfer, or remand volume cap back to the State of Illinois. In the past, we have occasionally been able to sell our volume cap to other municipalities for applicable private activity developments and debt issuances occurring in those jurisdictions. Sale of the volume cap to another governmental entity is also approved by the attached ordinance.

The City has no current plans to utilize our volume cap during 2020, but Staff is recommending that we reserve our volume cap in the event an eligible project comes up during the year. In order to do so, we will need to pass the attached ordinance reserving our volume cap.

The City's volume cap allocation allows for private businesses to issue tax exempt debt for industrial expansion and job creation projects under certain circumstances. These entities are able to utilize the City's volume cap to issue the tax-exempt debt if all other IRS criteria are met. There is not typically large demand for volume cap, however projects do occasionally come up. Retaining our volume cap gives the City the maximum flexibility should an opportunity present itself.

Attachments *(please list):***Ordinance****Recommendation/Suggested Action** *(briefly explain):***Recommendation to Approve an Ordinance Reserving and Authorizing the Transfer of Volume Cap in Connection with Private Activity Bond Issues and Related Matters.**

City of St. Charles, Illinois
Ordinance No. 2020-M-____

**An Ordinance Reserving and Authorizing the Transfer of
Volume Cap in Connection with Private Activity Bond
Issues and Related Matter**

WHEREAS, the City of St. Charles, Kane and DuPage Counties, (the “City”), is a municipality and a home rule unit of government under Section 6 of Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, Section 146 of the Internal Revenue Code of 1986, as amended (the “Code”), provides that the City has volume cap equal to \$105.00 per resident of the City in each calendar year, which volume cap may be reserved and allocated to certain tax-exempt private activity bonds; and

WHEREAS, the Illinois Private Activity Bond Allocation Act, 30 ILCS 345/1 *et seq.* (State Bar Ed. 2006), as supplemented and amended (the “Act”), provides that a home rule unit of government may transfer its allocation of volume cap to any other home rule unit of government, the State of Illinois or any agency thereof or any non-home rule unit of government; and

WHEREAS, it is now deemed necessary and desirable by the City to reserve all of its volume cap allocation for calendar year 2020 to be applied toward the issuance of private activity bonds (the “Bonds”), as provided in this Ordinance, or to be transferred, as permitted by this Ordinance;

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, as follows:

Section 1. That, pursuant to Section 146 of the Code and the Act, the entire volume

cap of the City for calendar year 2020 is hereby reserved by the City, which may issue the Bonds using such volume cap, or without any further action required on the part of the corporate authorities of the City, may transfer such volume cap to a home rule unit of government, non-home rule unit of government, the State of Illinois or any agency thereof for the issuance of private activity bonds by such government entity, and the adoption of this Ordinance shall be deemed to be an allocation of such volume cap to the issuance of the Bonds or authorization of the transfer of such volume cap for use in the issuance of such other bonds; *provided*, that any such transfer shall be evidenced by a written instrument executed by the Mayor, City Administrator, or Finance Director of the City.

Section 2. That the City shall maintain a written record of this Ordinance in its records during the term that the Bonds or any other such bonds to which such volume cap is allocated remain outstanding.

Section 3. That the Mayor, the City Clerk, City Administrator and all other proper officers, officials, agents and employees of the City are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents and certifications as may be necessary to further the purposes and intent of this Ordinance and to comply with the provisions of the Act with respect to transfers of volume cap.

Section 4. That the provisions of this Ordinance are hereby declared to be separable, and if any section, phrase or provision of this Ordinance shall for any reason be declared to be invalid, such declaration shall not affect the remainder of the sections, phrases and provisions of this Ordinance.

Section 5. That all ordinances, resolutions or orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded; and that this Ordinance shall be in full force and effect upon its adoption and approval.

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: _____

APPROVED AS TO FORM:

City Attorney

Date

STATE OF ILLINOIS



GUIDELINES AND PROCEDURES

FOR THE

ALLOCATION OF PRIVATE ACTIVITY BONDING AUTHORITY

IN ACCORDANCE WITH THE TAX REFORM ACT OF 1986

AND 30 ILCS 345

OFFICE OF THE GOVERNOR

Effective January 1, 2020

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Questions regarding these guidelines and procedures may be directed to the Capital Markets Unit of the Governor's Office of Management and Budget at (312) 814-0023.

INTRODUCTION

The Federal Tax Reform Act of 1986 (the “Code”) as amended, imposes a limit on the aggregate amount of “tax exempt private activity” bonds (also known as “Volume Cap”) that can be issued by a state.. While the Code provides an allocation scheme for specific issuing authorities, it also provides that a state may, by law, provide a different formula for allocating the State ceiling among the governmental units in the State having authority to issue such bonds. The State of Illinois (“the State”) has adopted procedures for the allocation of Volume Cap pursuant to the Illinois Private Activity Bond Allocation Act, 30ILCS 345 (the “Illinois Allocation Act”).

The Governor’s Office is the entity charged with authority to allocate Volume Cap among the political subdivisions within the State. In the event of conflict between the Code and Illinois Allocation Act and these “2020 Guidelines and Procedures” (the “Guidelines”), the Code and the Illinois Allocation Act shall control. Any matters not covered by the Code or the Illinois Allocation Act or the Guidelines shall be decided by the Governor’s Office, and the Governor’s Office reserves the right to amend the Guidelines at any time.

These Guidelines are provided by the Governor’s Office to assist issuers in understanding how the allocation formula will be administered. They do not represent a binding legal interpretation of either the Code or the Illinois Allocation Act. The Governor’s Office will not make a legal determination of the applicability of the Code to an issuer nor will it determine an issuer’s compliance under the Code. Issuers should consult their own legal counsel to make these determinations.

The Guidelines require certain issuers to submit requests to the Governor’s Office for allocations of Volume cap. In addition, they require issuers within the State to report on reallocations and their use of Volume Cap.

PLEASE NOTE – ALL REQUESTS AND REPORTING SUBMISSIONS, AS DESCRIBED HEREIN, MUST BE SUBMITTED IN BOTH (i) HARD AND (ii) ELECTRONIC FORMATS (ADOBE ACROBAT “PDF”) TO THE FOLLOWING ADDRESSES:

HARD COPY SUBMISSIONS TO:

**Governor’s Office of Management and Budget
Capital Markets Unit– Volume Cap Submission
JRTC, 100 W Randolph Street – Suite 15-100
Chicago, IL 60601
Attn: Sophia Ronis**

ELECTRONIC (PDF) SUBMISSIONS TO:

OMB.VolumeCapRequest2020@illinois.gov

Please indicate the (i) name, (ii) status of your organization (Home Rule, Non-Home Rule or State Agency) and (iii) type of submission (either a “REPORT” or a “REQUEST”) in the “SUBJECT” line of your submission e-mail. Please include the following information for a primary and secondary contact person in the body of each electronic submission (email):

Name
Title
Department/Division
Phone Number
Email address

IMPORTANT NOTE – The time and date stamp of the email will be used for the purpose of determining the order in which the submissions are received unless otherwise noted herein.

Calendar Year 2020 State Ceiling and Allocations

2020 State Ceiling – Background and Calculation

Section 146 of the Code limits the amount of qualified private activity bond debt that may be issued in a state during a calendar year (“the State Ceiling”). Section 146(d) of the Code was amended by H.R. 5662, the “Community Renewal Tax Relief Act of 2000 (the “CRTF Act”),” to specify that beginning in calendar year 2002 the limit shall be the greater of \$75 multiplied by a state’s population or \$225 million. The CRTF Act further specifies that beginning in calendar year 2003 the volume limit may be adjusted annually for inflation. Pursuant to Revenue Procedure 2008-66 published by the Internal Revenue Service, the volume limit on qualified private activity bonds adjusted for inflation for calendar year 2020 is (\$105 multiplied by the state’s population).

Section 146(j) of the Code further requires that the calculation of the State Ceiling be based on the most recent resident population estimate released by the U. S. Bureau of the Census before the beginning of the calendar year. On December 30, 2019, the Population Division of the U.S. Census Bureau issued “Table 1: Annual Estimates of the Population for the United States, Regions, States, and Puerto Rico: April 1, 2000 to July 1, 2019 (NST-EST2019-01)” which reports Illinois’s estimated population as **12,671,821**.

Illinois 2020 State Ceiling is **\$1,330,541,205.00** ($\$105 \times 12,671,821$).

Allocations

Pursuant to the Statute, the table below denotes the initial allocation of the 2020 State Ceiling.

Home Rule Units	\$ 853,480,740.00
Non-Home Rule Units	238,530,232.50
State Agencies/Authorities	238,530,232.50
Total	\$1,330,541,205.00

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HOME RULE UNITS

Allocation

January 1 Benchmark

As described in “2020 State Ceiling – Background and Calculation” above, each Home Rule community is allocated an amount equal to (\$105 multiplied by its population and Cook County, as a Home Rule county, is allocated an amount equal to \$105.00 multiplied by the population of its unincorporated area). Based on the most recent US Census estimates the total amount for all Home-Rule units has been determined to be \$853,480,740.00. Appendix C attached identifies the list of Home Rule units and the population count used by the Governor’s Office for the volume cap allocation. Special census estimates or other estimates for individual municipalities are not recognized by the Governor’s Office.

During the period from January 1, 2020 through May 1, 2020 Home Rule units may not apply to the State for an allocation under the Illinois Allocation Act. Rather, Home Rule units must determine and monitor their own private activity bond limits as provided in the Illinois Allocation Act. Please see reporting requirements detailed below in “Home Rule Reporting”.

June 1 Benchmark

Of the total amount available to each Home Rule unit of government with less than 2,000,000 inhabitants, the amount that has not been granted, transferred, or reserved by Home Rule units for specific projects or purposes as of May 1, 2020, shall be reserved to the Governor’s Office on June 1, 2020 (the “home Rule Pool”). From the period of June 1 through July 15, 2020, one-half of the Home rule Pool will be available to all Home Rule units with less than 2,000,000 inhabitants (the remaining half is available for allocation to the State or State Agencies as herein after described).

The Governor’s Office will accept Home Rule units’ requests for volume cap from the Home Rule Pool beginning on the first State business day on or after June 1, 2020. Requests will be accepted, via the methods described on page 3, only on or after 8:30 a.m., June 1, 2020. No requests can or will be accepted prior to this date and time. **On the first date that applications may be received all applications received between 8:30am and 5pm on such date shall be deemed equally first in line and the Governor’s Office shall grant cap as it may determine. If more than one request is received in a day, other than the first day that applications may be submitted, completed requests will be logged in by the time the electronic submission is received, and processed on a first-come, first-granted basis.**

If a determination is made that there is a sufficient amount of allocation remaining in the Home Rule Pool upon a request made, an allocation approval letter will be sent to the applicant. The approval letter will be mailed by first class U.S. Mail to the signatory of the application letter Express mail will be used upon request and at the issuer’s expense. The allocation is valid for a period of 60 calendar days from the date of the letter or December 28 of the year of the allocation. This period is set by Illinois Allocation Act and cannot be extended.

July 15 Benchmark

On and after July 15, 2020, the amount of the unused allocation from the Home Rule Pool shall be available to both Home Rule units of government (with less than 2,000,000 inhabitants) and to State agencies. Requests submitted prior to July 15 that are not completely fulfilled must be re-filed after July 15 if cap still is requested.

The Governor's Office will accept Home Rule units' requests for volume cap from the Home Rule pool beginning on the first State business day on or after July 15, 2020. Requests will be accepted, via the methods described on page 3, only on or after 8:30 a.m., July 15, 2020. No requests can or will be accepted prior to this date and time. **On the first date that applications may be received all applications received between 8:30am and 5pm on such date shall be deemed equally first in line and the Governor's Office shall grant cap as it may determine. If more than one request is received in a day, other than the first day that applications may be submitted, completed requests will be logged in by the time the electronic submission is received, and processed on a first-come, first-granted basis.**

Please Note –

- A completed "Allocation Request Letter" (Appendix A) and a copy of an "Official action", as defined in the Statute, must accompany all request submissions (June 1 or July 15). A submission will not be deemed complete unless a copy of Official action is included in the transmittal.
- No Home Rule unit may be granted more than 10% of the amount of total allocation initially available for Home Rule units for a single project. Home Rule units may submit separate requests for multiple projects. Requests must be for specific projects, not general use. Requests will be processed only for allocation to be used directly by the requesting Home Rule unit. Joint requests from more than one unit or requests from one unit for allocation that will also be used by other units of government will not be considered. Once an allocation is given to a specific unit, the Governor's Office will not object if units pool their allocations and join together in a bond issue as advised by legal counsel.
- The allocation approval letter to Home Rule units of government is valid for a period of 60 calendar days from the date of the letter or through December 31, 2020, whichever date comes first. If an issuer's allocation has expired, it may apply for a new allocation if allocation is still available. Such application will be processed by the Governor's Office in the same manner as any other new application.
- The State, a State agency or Home Rule unit may reallocate all or a portion of its ORIGINAL allocation to a Home Rule Unit, the State, a State agency or a Non Home Rule Unit of local government. Home Rule units may reallocate by official action of their governing body only as to volume cap reserved prior to May 1, 2020. Home Rule units MAY NOT reallocate any allocation granted by the Governor's Office after June 1. Please see "REALLOCATION PROVISIONS" for further details.

Home Rule Reporting

Confirmation of Issuance

Pursuant to Section 7 of the Illinois Allocation Act, any Home Rule unit utilizing Volume Cap (regardless of its source) is required to report, within 10 calendar days of issuance, the following:

- (a) Name of the Issuer;
- (b) Principal amount of the issue;
- (c) Purpose for which the private activity bonds were issued;
- (d) The amount, if any, used to refund any prior issue of private activity bond; and
- (e) IRS 8038

A form of the "Confirmation of Bond Issuance" letter is provided in Appendix A.

If the amount of bonds issued as stated in the confirmation letter is less than the amount approved for allocation for that project, the amount of unused allocation shall be added to the remaining pool allocation available. This "lapsed" volume cap will be offered first to all issuers who have requested volume cap whose requests were not completely fulfilled, in the order that such requests were initially filed. If more than one request was initially filed at the same time, the order of filing will be randomly assigned for purposes of offering lapsed cap. Volume cap is not considered lapsed unless the issuer or issuer's representative states in writing that all or a portion of the cap will not be used.

Mid-Year Reporting

No later than May 10, 2020, each Home Rule unit with less than 2,000,000 inhabitants must report to the Governor's Office in writing on volume cap (i) granted, (ii) transferred, or (iii) reserved by official action of the unit's governing body prior to May 1, 2020. The form described in Appendix A is provided for this purpose – "Report of Allocation Granted by Home Rule".

Once Volume Cap is properly reserved by a Home Rule unit prior to May 1, 2020, the Governor's Office will not object to the subsequent transfer or reallocation of such cap, or filing of a carry-forward of such volume cap, and no notice to the Governor's Office of any such subsequent action is required. {Please note, however, that Home Rule units must provide notice to the Governor's office, as provided in Section 6 of the Illinois Allocation Act, within fourteen days of said reallocation.}

Please Note - Copies of "Official Action", as defined in the Illinois Allocation Act, must accompany this reporting submission. Submission will not be deemed complete unless a copy of Official Action is included with the submissions.

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NON-HOME RULE UNITS

Allocation Requests

January 1 Benchmark

The 2020 allocation of Volume Cap available on or after January 1, 2020 to be issued by Non-Home Rule units of local government is expected to be \$238,530,232.50. Non-Home Rule units are defined as municipalities or counties, other than Home-Rule units. All other forms of government, such as local water districts or airport authorities, must apply for Volume Cap as a State Agency.

The Governor's Office will accept Non-Home Rule units' requests for Volume Cap from the Local Government Pool beginning on the first State business day on or after January 1, 2020 (January 2, 2020). Requests will be accepted, via the methods described on page 3, only on or after 8:30 a.m., January 2, 2020. No requests can or will be accepted prior to this date and time. **On the first date that applications may be received all applications received between 8:30am and 5pm on such date shall be deemed equally first in line and the Governor's Office shall grant cap as it may determine. If more than one request is received in a day, other than the first day that applications may be submitted, completed requests will be logged in by the time the electronic submission received, and processed on a first-come, first-granted basis.**

If a determination is made that there is a sufficient amount of allocation remaining in the total available allocation, an allocation approval letter will be sent to the applicant. The approval letter will be mailed by first class U.S. Mail to the signatory of the application letter. Express mail may be used upon request and at the issuer's expense.

July 15 Benchmark

Of the total amount allocated to Non-Home Rule units, the amount of remaining allocation as of July 14, 2020 (the "Non-Home Rule Pool") shall be reserved to the Governor's Office on July 15, 2020 to be allocated to the State, State agencies or Non-Home Rule units as described in the Illinois Allocation Act. Requests submitted prior to July 15 that are not completely fulfilled must be re-filed on or after July 15 if volume cap is still requested.

The Governor's Office will accept Non-Home Rule units' requests for Volume Cap from the Non-Home Rule Pool beginning on the first State business day on or after July 15, 2020. Requests will be accepted, via the methods described on page 3, only on or after 8:30 a.m., July 15, 2020. No requests can or will be accepted prior to this date and time. **On the first date that applications may be received all applications received between 8:30am and 5pm on such date shall be deemed equally first in line and the Governor's Office shall grant cap as it may determine. If more than one request is received in a day, other than the first day that applications may be submitted, completed requests will be logged in by the time the electronic submission is received, and processed on a first-come, first-granted basis.**

Please Note –

- A completed "Allocation Request Letter" (Appendix A) and a copy of an "Official Action", as defined in the Illinois Allocation Act, **must** accompany **all** request submissions (January 1 or July 15). A submission **will not** be deemed complete unless a copy of Official Action is included in the transmittal.
- No Non-Home Rule unit may be granted more than 10% of the amount of total allocation initially available to units of local government for a single project. Non-Home Rule units may submit separate requests for multiple projects. Requests must be for specific projects, not general use. Non-Home Rule units do not have power under statute to transfer or reallocate cap to other Non-Home Rule or Home-Rule units. Requests may be made only for cap that will be used within the Non-Home Rule unit's jurisdiction, as evidenced by such

documentation or evidence as the Governor's Office shall request. Letters of intent from lenders shall be deemed prima facie evidence. Units planning to pool their allocations must certify their intent to comply with this section in their request letter.

- The allocation approval letter is valid for a period of 60 calendar days from the date of the letter. This period is set by the Illinois Allocation Act and cannot be extended.
- Pursuant to Section 6 of Illinois Allocation Act, a Non-Home Rule unit IS NOT AUTHORIZED TO REALLOCATE all or any unused portion of its allocation. Direct and indirect reallocations by Non-Home Rule Units are strictly prohibited. This prohibition is discussed more fully in the "Reallocation Provisions" of these Guidelines.
- The proceeds from bonds utilizing Volume Cap allocated to a Non-Home Rule unit pursuant to these Guidelines must be used within the jurisdiction of the Non-Home Rule unit.

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Non-Home Rule Reporting

Confirmation of Issuance

Pursuant to Section 7 of the Illinois Allocation Act, Non-Home Rule units are required to report, within 10 calendar days of issuance, the following:

- (a) Name of the Issuer;
- (b) Principal amount of the issue;
- (c) Purpose for which the private activity bonds were issued;
- (d) The amount, if any, used to refund any prior issue of private activity bond; and
- (e) IRS 8038

A form of the “Confirmation of Bond Issuance” letter is provided in Appendix A.

If the amount of bonds issued as stated in the confirmation letter is less than the amount approved for allocation for that project, the amount of unused allocation shall be added to the remaining pool allocation available. This “lapsed” volume cap will be offered first to all issuers who have requested volume cap whose requests were not completely fulfilled, in the order that such requests were initially filed. If more than one request was initially filed at the same time, the order of filing will be randomly assigned for purposes of offering lapsed cap. Volume cap is not considered lapsed unless the issuer or issuer’s representative states in writing that all or a portion of the cap will not be used.

Annual Reporting of Housing Projects

The Illinois Allocation Act requires Non-Home Rule units to provide an annual report of all private activity bonds issued for any housing purposes which utilizes volume cap allocated by the State. Details on the reporting requirement can be located in the Section 7.5 of the Illinois Allocation Act. A form to aid reporting has been provided in Appendix B to these Guidelines. Calendar Year 2020 submissions are to be sent via the instructions set forth on page 3 of these Guidelines by February 1, 2020. An additional copy of this report only must also be submitted to the Illinois Housing Development Authority (“IHDA”) at the following address:

Illinois Housing Development Authority
Attention: General Counsel
401 North Michigan Avenue
Chicago, IL 60611

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STATE AGENCIES

Allocation Requests

For calendar year 2020 there is expected to be \$238,530,232.50 for use by State Agencies, (the “State Agency Pool”), defined as any State agency, commission, board, authority, or body politic and corporate of the State authorized by law to issue Private Activity Bonds, other than a Non-Home Rule or Home-Rule unit.

The Governor’s Office may allocate among all State agencies from the State Allocation Pool available after January 2, 2020. In addition, State agencies may apply beginning on or after the first State business day after June 1, 2020 for the allocation retained by the Governor’s Office from the Home-Rule Pool and beginning on or on July 15, 2020 for the allocation retained, if any, from the Non-Home Rule Pool. Requests submitted prior to June 1 which are not completely fulfilled and requests submitted prior to July 15 which are not completely fulfilled must be re-filed after July 15 if cap from the Non-Home Rule pool is requested. Please see “HOME RULE” and “NON-HOME RULE” sections for submission procedures.

Please Note-

- **Requests will be processed only for allocation to be used directly by the requesting State agency. Requests may be requested and granted on a lump-sum by private activity bond category or individual project basis as the Governor’s Office may determine. Joint requests from more than one State agency or units of government or requests from one State agency for an allocation that will be used by other units of government will not be considered. Once an allocation is given to a specific State agency, the Governor’s Office will not object if units pool their allocations and join together in a bond issue as advised by legal counsel.**
- **State agencies may submit requests for allocations of any amount. The 10% limit does not apply to State Agencies**
- **The Governor’s Office may consult with State agencies prior to submission of their allocation requests and determine the amount of allocation that shall be requested and approved. The allocation shall be valid through the end of the calendar year.**
- **State agencies may reallocate their unused allocation in the manner described in “REALLOCATION PROVISIONS” with the approval of the Governor’s Office. A State agency that issues bonds after receiving a reallocation from a Home-Rule unit or another State agency shall submit the information described in the “Reporting” section below.**
- **State agencies also may file a carry-forward of an allocation remaining at the end of one calendar year to the next under certain circumstances, with the approval of the Governor’s Office. Issuers should consult their legal counsel with respect to the applicability of this provision to their circumstances**

State Agency Reporting

Confirmation of Issuance

Pursuant to Section 7 of the Illinois Allocation Act. State Agencies are required to report, within 10 calendar days of issuance, the following:

- (a) Name of the Issuer;
- (b) Principal amount of the issue;
- (c) Purpose for which the private activity bonds were issued;
- (d) The amount, if any, used to refund any prior issue of private activity bond; and
- (e) IRS 8038

A form of the “Confirmation of Bond Issuance” letter is provided in Appendix A.

If the amount of the bonds issued as stated in the confirmation letter is less than the amount approved for allocation for that project, the unused allocation amount shall be retained by the State Agency unless otherwise directed by the Governor’s Office.

Annual Reporting of Housing Projects

Pursuant to the Illinois Allocation Act, State Agencies are required to provide an annual report of all private activity bonds issued for any housing purposes which utilizes volume cap allocated by the State. Details on the reporting requirement can be located in Section 7.5 of the Illinois allocation Act and a form has been provided in Appendix B for submission. Calendar Year 2020 Submissions are to be sent via the instruction set forth on page 3 of these guidelines by February 1, 2020. An additional copy of this report only must also be submitted to the Illinois Housing Development Authority (“IHDA”) at the following address:

Illinois Housing Development Authority
Attention: General Counsel
401 North Michigan Avenue
Chicago, IL 60611

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REALLOCATION PROVISIONS

Reallocations by the State, a State Agency or a Home Rule Unit

The State, any State Agency or Home Rule unit may voluntarily reallocate to any Non-Home Rule unit of local government, Home-Rule unit, the State or any State agency all or any portion of its unused allocation. {The State Agency or Home Rule unit reallocating all or a portion of its unused allocation must provide notice to the Governor's office within fourteen days of said reallocation.}

Consistent with the Illinois Allocation Act and these guidelines, entities that issue private activity bonds on the basis of reallocations must submit to the Governor's Office written evidence of such reallocation and a confirmation of bond issuance letter within ten calendar days from the date the bonds are issued.

Reallocations by a Non-Home Rule Unit Are Prohibited

Non-Home Rule units may not reallocate to any issuer. This prohibition applies to direct reallocations and to reallocations attempted via an intergovernmental or other agreement. Allocations made to Non-Home Rule units pursuant to the Illinois Allocation Act and these Guidelines may not be used in an issuance by another governmental entity on behalf of the Non-Home Rule unit or as a surrogate for the Non-Home Rule unit via an intergovernmental or other agreement.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

APPENDIX A

STANDARD FORM OF LETTERS

(Letterhead of Signatory)

**ALLOCATION REQUEST LETTER
FROM ALL ISSUERS**

(Date)

Office of the Governor
Governor's Office of Management and Budget
100 W. Randolph Street – Suite 15-100
Chicago, IL. 60601

Attn: Sophia Ronis

ATTENTION: Debt Management Unit

RE: Issuer: _____
Type: (Home-Rule, Non-Home Rule or State agency)
Maximum Principal Amount: _____
Bond Description: (project, beneficiary, location, type/category of bonds)

Dear Governor J B Pritzker:

In accordance with the Tax Reform Act of 1986 as passed by 99th Congress 2nd Session (1986), as amended, and 30 ILCS 345, the (name of issuer) respectfully requests an allocation for the above-captioned private activity bonds. In preparation for this bond issue to date, all applicable Federal and State requirements have been complied with. A copy of the inducement resolution or similar official action for this issue has been attached herewith.

[(The following is required only of Non-Home Rule units which expect to join other units in a single bond issue as described in the guidelines): I hereby certify that (name of issuer) intends to comply with requirements set forth in the Governor's Office guidelines and will not transfer or reallocate any cap received from the Governor's Office to other Non-Home Rule or Home-Rule units and will use the cap only within our jurisdiction.]

I hereby certify under penalty of perjury, that to the best of my knowledge, the issuance of the Private Activity Bond was or will not be made in consideration of any bribe, gift, gratuity or direct or indirect contribution to any political campaign.

Please forward the allocation approval letter to the undersigned [or to: _____]. Bond counsel for these bonds [is expected to be _____, who may be reached at [phone number]] [has not yet been selected].

Sincerely,

(Name of issuer)

(Signature of authorized public official)

(Title)

(Phone number)

[Note: The Bond description cannot be materially changed after submission.]

(Governor's Letterhead)

BOND ALLOCATION APPROVAL LETTER

(Date)

Allocation Number (our assigned number)

(Name of issuer)

Attention: (Name of Official)

Re: Issuer: _____
Type: (Home-Rule, Non-Home Rule or State agency)
Maximum Principal Amount: _____
Bond Description: (project, beneficiary, location, type/category of bonds)

Ladies and Gentlemen:

In accordance with the Tax Reform Act of 1986, as amended, and 30 ILCS 345, the above-captioned Issuer has requested an allocation for Private Activity Bonds with respect to the above-captioned bonds. In support of this request, I have been presented with the resolution duly adopted by the Issuer or similar official action with respect to the above-captioned bonds.

I hereby allocate \$ _____ of the State's 2020 maximum limit on private activity bonds to the above-captioned Issuer.

Pursuant to Section 6 of the Illinois Private Activity Bond Allocation Act, this allocation is only valid if:

- (1) the proceeds from the bonds (the "Bonds") utilizing the bond volume cap are to originate single family mortgages to finance the purchase of homes located within the jurisdiction of the unit local government applying for the bond volume cap, or the costs associated therewith, or, if not so used, applied to redeem the Bonds; and
- (2) the unit of local government is the Issuer of the Bonds.

"Issuer" as used herein is the entity named on the Bonds and obligated for the repayment of the Bonds and does not include an entity for whom bonds have been issued by another party via an intergovernmental or other agreement.

This allocation is valid through and including _____. If the above-captioned bonds have not been issued by said date this allocation automatically expires and is available for reallocation.

Sincerely,
J B PRITZKER

Governor

(Letterhead of Signatory)

**CONFIRMATION OF BOND ISSUANCE
TO BE PROVIDED BY ISSUER**

(Date) [Within 10 calendar days of issuance]

Allocation Number: (assigned by us in the allocation approval letter)

Office of the Governor
Governor's Office of Management and Budget
100 W. Randolph Street – Suite 15-100
Chicago, IL. 60601
Attn: Sophia Ronis

ATTENTION: Debt Management Unit

Re: Issuer: _____
Type: (Non Home-Rule, Home-Rule or State agency)
Date of Issuance: _____
Principal Amount Issued: _____
Bond Description: (project, beneficiary, location, type/category of bonds)

Dear _____:

In accordance with the Tax Reform Act of 1986, as amended, and 30 ILCS 345, the above-captioned Issuer is giving notice that the above-captioned private activity bonds have been issued. With regard to the issuance of these bonds, all applicable federal and state requirements have been complied with. The total allocation provided for this bond issue in the Allocation Approval Letter dated _____ was \$ _____. The total principal amount actually issued was \$ _____ and, therefore, the amount of \$ _____ is unused allocation that may be added to the total available allocation.

Sincerely,

(Name of issuer)

(Signature of authorized public official)

(Title)

Attachments

[Note: If the bonds were issued on the basis of a voluntary reallocation of unused allocation or as a result of a carry-forward of allocation from a prior year, this fact should be so stated in this confirmation letter and a copy of the written evidence of such reallocation or carry-forward should be attached.]

(Letterhead of Signatory)

**REPORT OF ALLOCATION GRANTED
BY HOME-RULE UNITS**

(Date) [Due Thursday, May 10, 2020]

Office of the Governor
Governor's Office of Management and Budget
100 W. Randolph Street – Suite 15-100
Chicago, IL. 60601
Attn: Sophia Ronis

ATTENTION: Debt Management Unit

Re: Issuer: (Home-Rule unit)
Total 2020 Volume Cap Allocation: [see list attached to guidelines for population,
multiplied by \$105.00]

Volume Cap allocations granted, transferred, or reserved by Issuer resolution prior to May 1, 2020:

1. Principal Amount of Issue: _____
Bond Description: (Type of bond)
(Repeat as necessary identify all specific allocations)
If reallocated to another issuer, state name of issuer: _____

Copies of allocation resolutions or ordinances are attached. [Note: Memorandums of agreements with businesses need not be attached.]

Total Allocation Granted or Reallocated \$ _____

Sincerely,

(Name of issuer)

(Signature of authorized public official)
(Title)
(Phone number)

APPENDIX B

ANNUAL HOUSING REPORT

SAMPLE FORM

Bond Issuer Annual Reporting Form		
Statutory Requirement (30 ILCS 345/7.5)	Explanation/Detail	Insert Required Information
Information Required for All Bond Issues		
Bond Issuer	Entity Issuing Bonds:	
Person Completing Report (Drafter)	Name:	
Drafter Contact Information	Company:	
	Address:	
	Address:	
	City, State, Zip:	
	Phone:	
	E-mail Address:	
Reporting Period	Calendar Year:	
Date of Report	Date (no less than 45 days prior to end of Reporting Period):	
Bond Proceeds Used for Projects and Loans	Percentage of Total Issuance:	
Total Cost of Issuance	Amount:	
Bond Proceeds Used to Refund Prior Bonds	Amount:	
Unused Proceeds at Time of Report	Amount:	
Plan for Use of Any Unused Proceeds	<i>Attach Narrative and Supporting Documentation Showing Commitments to Utilize Proceeds, including timetable for use.</i>	
For Multifamily Rental Units Only		
Total Number of Developments	Total:	
Total Number of Units	Total:	
Income Levels for All Units (using Area Median Income, or "AMI")	No. Units at 30% AMI or less:	
	No. Units at 40% AMI:	
	No. Units at 50% AMI:	
	No. Units at 60% AMI:	
	No. Units at 80% AMI:	
	No. of Other Restricted Units (% AMI):	
	No. of Other Restricted Units (% AMI):	
	No. of Other Restricted Units (% AMI):	
	Unrestricted (Market Rate):	
Annual Comprehensive Housing Plan Priorities (see below for priority key)	<i>Attach detail showing the number units serving the priority populations described below, along with documentation showing efforts to serve Priority Populations, when available.</i>	
For Single Family Units Only		
Loans and Households Achieving Homeownership with Bond Proceeds	Number of Mortgage Loans:	
	Number of Households:	
Loan Amounts, Actual and Effective Interest Rates	<i>Attach List of Individual Loan Amounts, detailing the actual and effective interest rate for each loan.</i>	
Annual Comprehensive Housing Plan Priorities (see below for priority key)	<i>Attach detail showing the number units serving the priority populations described below, along with documentation showing efforts to serve Priority Populations, when available.</i>	
First-time Homebuyers	Number:	
Homeownership Counseling	No. of assisted homeowners who received any homeownership counseling:	
Key to Priorities		
Disabled - No. Units Serving People with Disabilities (as defined in the Illinois Comprehensive Housing Plan, found at www.ihda.org ; choose "Housing Policy and Planning" in the left margin)		
Extremely Low Income - No. Units Serving Very Low-Income (less than 30% AMI) Households and Families		
Homeless - No. Units Serving Homeless People and Families and Those At-Risk of Homelessness		
Live Near Work - No. Units Serving Low and Moderate-Income Families and People Unable to Find Affordable Housing Near Employment or Transportation		
Preservation - No. of Units for Low-Income Families and People Living in Existing Affordable Housing that is in Danger of Becoming Unaffordable		
Very Low Income - No. Units Serving Very Low-Income (31 to 50% AMI) Households and Families		
QUESTIONS?????		
Any questions on how to complete this form should be directed to Charlotte Flickinger at the Illinois Housing Development Authority at 312-836-5200 or TTD 312-836-5222.		

APPENDIX C
POPULATION ESTIMATES

Home Rule Unit ¹	Population ²
Addison Village	36,724
Alsip Village	18,880
Alton City	26,528
Arlington Heights Village	75,249
Aurora City	199,602
Bannockburn Village	1,602
Barrington Hills Village	4,207
Bartlett Village	40,931
Bartonville Village	6,172
Batavia City	26,316
Bedford Park Village	601
Belleville City	41,290
Bellwood Village	18,839
Belvidere City	25,194
Benton City	6,913
Berkeley Village	5,073
Berwyn City	54,917
Bloomington Village	21,894
Bloomington City	77,962
Bolingbrook Village	75,178
Bridgeview Village	16,187
Bryant Village	215
Buffalo Grove Village	40,853
Burbank City	28,534
Burnham Village	4,119
Cahokia Village	14,009
Calumet City City	36,240
Calumet Park Village	7,672
Carbon Cliff Village	1,981
Carbondale City	25,376
Carlock Village	563
Carol Stream Village	39,601
Carpentersville Village	37,744
Cartersville City	5,866
Champaign City	88,029
Channahon Village	13,086
Chicago City	2,705,994
Chicago Heights City	29,571
Chicago Ridge Village	14,050
Christopher City	2,731
Cicero town	81,597
Collinsville City	24,621
Cook County, Unincorporated	102,420
Country Club Hills City	16,511
Countryside City	5,954
Crainville Village	1,411
Crystal Lake City	40,036
Danville City	30,898
Darien City	21,954
Decatur City	71,290
Deerfield Village	18,779
DeKalb City	42,611
De Pue Village	1,705
Des Plaines City	58,959
Dolton Village	22,547
Downers Grove Village	49,387
Du Quoin City	5,748

Home Rule Unit ¹	Population ²
East Dundee Village	3,192
East Hazel Crest Village	1,511
East St. Louis City	26,346
Edwardsville City	24,969
Elgin City	111,683
Elk Grove Village Village	32,458
Elmhurst City	46,558
Elmwood Park Village	24,263
Elwood Village	2,260
Evanston City	74,106
Evergreen Park Village	19,325
Fairview Heights City	16,448
Flora City	4,883
Forest View Village	678
Freeport City	23,920
Galesburg City	30,432
Gilman City	1,682
Glendale Heights Village	33,928
Glen Ellyn Village	27,928
Glenview Village	47,258
Glenwood Village	8,792
Golf Village	496
Granite City City	28,476
Gurnee Village	30,576
Hanover Park Village	37,747
Harvey City	24,641
Harwood Heights Village	8,413
Hazel Crest Village	13,694
Herrin City	12,838
Highland Park City	29,622
Highwood City	5,272
Hillside Village	7,958
Hodgkins Village	1,885
Hoffman Estates Village	51,197
Homer Glen Village	24,582
Hopkins Park Village	600
Huntley Village	27,440
Inverness Village	7,438
Jacksonville City	18,749
Johnston City City	3,441
Joliet City	148,099
Kankakee City	26,052
Lake Barrington Village	4,879
Lake Bluff Village	5,617
Lake Forest City	19,544
Lake in the Hills Village	28,835
Lansing Village	27,657
LaSalle City	9,064
Lincolnshire Village	7,925
Lincolnwood Village	12,349
Lockport City	25,508
McCook Village	221
McHenry City	27,022
Manhattan Village	7,999
Marion City	17,620
Mascoutah City	8,029
Maywood Village	23,368

1. Home Rule Communities: Secretary of State – Index Department

2. Population Data Source: Population Division of the U.S. Census Bureau - "Table 1: Annual Estimates of the Population for the United States, Regions, States, and Puerto Rico: April 1, 2000 to July 1, 2018 (NST-EST2018-01) on December 30, 2019

<u>Home Rule Unit¹</u>	<u>Population²</u>
Melrose Park Village	24,925
Mettawa Village	551
Midlothian Village	14,476
Moline City	41,902
Monroe Village	5,122
Monmouth City	8,998
Morton Grove Village	22,943
Mound City City	519
Mount Prospect Village	54,198
Mount Vernon City	14,849
Muddy Village	64
Mundelein Village	31,234
Murphysboro City	7,477
Naperville City	148,304
Naples town	119
Nauvoo City	1,065
New Lenox Village	26,780
Niles Village	29,184
Normal town	54,742
Norridge Village	14,281
Northbrook Village	33,167
North Chicago City	29,770
Northfield Village	5,422
Northlake City	12,235
North Utica Village	1,346
Oakbrook Terrace City	2,119
Oak Forest City	27,406
Oak Lawn Village	55,511
Oak Park Village	52,265
O'Fallon City	29,584
Old Mill Creek Village	173
Onarga Village	1,287
Orland Park Village	58,312
Oswego Village	35,237
Palatine Village	68,053
Park City City	7,457
Park Forest Village	21,429
Park Ridge City	37,240
Pekin City	32,255
Peoria City	111,388
Peoria Heights Village	5,778
Peru City	9,798
Phoenix Village	1,925
Plainfield Village	44,138
Posen Village	5,851
Prairie Grove Village	1,866
Quincy City	40,042
Rantoul Village	12,691
Riverdale Village	13,205
River Grove Village	9,979
Riverwoods Village	3,595

<u>Home Rule Unit¹</u>	<u>Population²</u>
Robbins Village	5,464
Rockdale Village	1,931
Rock Island City	37,678
Rolling Meadows City	23,748
Romeoville Village	39,624
Rosemont Village	4,107
Round Lake Beach Village	27,325
St. Charles City	33,032
Sauget Village	166
Schaumburg Village	73,509
Schiller Park Village	11,515
Sesser City	1,875
Sherman Village	4,684
Shorewood Village	17,385
Skokie Village	63,280
South Barrington Village	4,993
South Chicago Heights Village	4,042
South Holland Village	21,503
Springfield City	114,694
Standard Village	205
Stickney Village	6,620
Stone Park Village	4,844
Streamwood Village	39,570
Summit Village	11,188
Sycamore City	18,083
Thornton Village	2,419
Tilton Village	2,647
Tinley Park Village	56,204
Tuscola City	4,352
University Park Village	6,958
Urbana City	42,046
Valier Village	641
Valmeyer Village	1,245
Vernon Hills Village	26,641
Volo Village	5,580
Warrenville City	13,260
Washington City	16,704
Watseka City	4,860
Waukegan City	86,792
West Chicago City	27,045
West City Village	642
West Dundee Village	8,258
West Frankfort City	7,882
Wheaton City	53,150
Wheeling Village	38,878
Williamsville Village	1,491
Willowbrook Village	8,493
Wilmette Village	27,265
Winnetka Village	12,385
Woodridge Village	33,566
Woodstock City	25,268

1. Home Rule Communities: Secretary of State – Index Department

2. Population Data Source: Population Division of the U.S. Census Bureau - "Table 1: Annual Estimates of the Population for the United States, Regions, States, and Puerto Rico: April 1, 2000 to July 1, 2018 (NST-EST2018-01) on December 30, 2019



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 7a

Title:	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
Presenter:	Larry Gunderson, Director of Information Systems

Meeting: Government Operations Committee Date: April 6, 2020

Proposed Cost: \$51,101	Budgeted Amount: \$13,600	Not Budgeted: <input checked="" type="checkbox"/>
-------------------------	---------------------------	---

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

The City’s IBM servers house the City’s Utility Billing system – processing more than \$80 million dollars in annual revenue. The equipment and services as described in this memo will advance the City’s strategic plan goal #16 – Fully develop an information technology business continuity and disaster recovery plan. Equipment and services include virtual tape backup hardware and software, a hosted testing server, and a disaster recovery server.

IT Solutions Group offers the best value for these services as demonstrated by their understanding of the City’s current hardware and operating system, the execution of a successful proof-of-concept, and their unique set of IBM server knowledge, capabilities and reseller position.

The unbudgeted portion of the cost of this project will be taken from unspent funds available within the Information Systems’ fiscal year 2020 budget.

Attachments *(please list):*

Recommendation/Suggested Action *(briefly explain):*

Recommend approval of an agreement with IT Solutions Group, Inc. for professional services, software, and hardware for a not-to-exceed cost of \$51,101



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 8a

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: Government Operations Committee

Date: April 6, 2020

Proposed Cost: \$1,003,702.83

Budgeted Amount: \$215,110/year

Not Budgeted:

Executive Summary (if not budgeted please explain):

Attached for 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. 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)

**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:



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

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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, 2024~~20~~. 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 _____, 2020~~18~~. 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>17</u> / 2021 <u>18</u>	<u>Anson, Burden, Crumlett, Jacobo, Losurdo,</u> <u>Peacock, Ross, Schuessler,</u> <u>Woloszyk</u> Larsen, Haywood, Ocasek, Redmann, Vicicondi
2021 <u>18</u> / 2022 <u>19</u>	<u>Devol, Dony, Grove, Karnath, Mattas,</u> <u>Squillo</u> Anyon, Bauwens, Schomer, Sheets, Tynan
2022 <u>19</u> / 2023 <u>20</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.