

**AGENDA
CITY OF ST. CHARLES
GOVERNMENT OPERATIONS COMMITTEE
ALD. JIM MARTIN, CHAIR**

**MONDAY, JUNE 4, 2012
IMMEDIATELY FOLLOWING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
2 E. MAIN ST.**

- 1. Call to Order**
- 2. Roll Call**
- 3. Omnibus Vote – None**
- 4. Human Resources**
 - a. Recommend approval of a proposal from CCMSI in the amount of \$23,539 for third party administration services for worker's compensation for FY12/13.
- 5. Finance Department**
 - a. Recommend approval of the Visitors Cultural Commission funding allocations for FY12/13.
 - b. Recommend approval of an Ordinance Authorizing Acceptance and Execution of an Intergovernmental Agreement with the State of Illinois Office of the Comptroller Regarding Access to the Comptroller's Local Debt Recovery Program.
 - c. Recommend approval of an Ordinance Ascertaining Prevailing Wages in the City of St. Charles for Kane and DuPage Counties.
 - d. Recommend approval to authorize the City Administrator and Finance Director to execute an agreement with Automated Merchant Systems to provide credit card processing services to the City.
- 6. Additional Items**
- 7. Adjournment**



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title:	Proposal from CCMSI in the amount of \$23,539 for third party administration services for workers' compensation services for fiscal year 2012/2013.
Presenter:	Lynn Creedon

Please check appropriate box:

X	Government Operations – 6/4/12		Government Services
	Planning & Development		City Council – 6/18/2012
	Public Hearing		

Estimated Cost:	\$23,539	Budgeted:	YES	X	NO	
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If NO, please explain how item will be funded:

Executive Summary:

The City issued an RFP in 2008 for workers' compensation third party administration services. CCMSI was selected as the vendor, with both the lowest price and best service. Their proposed service fees have decreased over the past four years, from \$32,100 in 2008/09, to \$30,150 in 2009/10, to \$28,225 in 2010/2011, to \$27,775 in 2011/2012. This year's proposal reflects another decrease of \$4,236 to \$23,539. These savings are the result of our collaborative efforts to reduce the number and costs of workers' compensation claims. Between 2007/08 and 2010/11 our total claims decreased from 95 to 55, and our total costs incurred decreased from \$1,776,831.80 to \$323,151.75. So far this contract year (July 1, 2011 – April 30, 2012) our claims total 34 and total incurred is \$367,593.65. The next RFP for workers' compensation administration services is scheduled for next year. Once again, we would like to select CCMSI as the City's vendor for this fiscal year.

Attachments: *(please list)*

Fee Proposal Effective July 1, 2012 – June 30, 2013

Recommendation / Suggested Action *(briefly explain):*

Staff recommends the expenditure of \$23,539 to CCMSI for third party administration services for workers' compensation for fiscal year 2012/13 be approved as presented.

For office use only:

Agenda Item Number: 4a

Fee Proposal for City of St. Charles

Effective July 1, 2012 – June 30, 2013

Minimum Claims Administration/Loss Control Fee \$18,539

CCMSI will manage newly reported Workers Compensation claims for the life of this Agreement for a per claim fee as follows:

Workers' Compensation Indemnity.....	\$824/ Per Claim up to 11 claims
Workers' Compensation Medical Only.....	\$144/ Per Claim up to 25 claims
Incident Only (Report Only).....	\$ 35/ Per Claim up to 25 claims

Claims will be analyzed by the number of claims as well as the type of claim on an on-going basis and priced on a per claim fee as outlined above. Any additional charges over the minimum claim volume will be billed at the expiration of the policy term and quarterly thereafter.

The flat rate unit prices quoted includes:

- Prompt and courteous customer service
- Timely investigation and determination of compensability in accordance with CCMSI Best Practices
- Strict adherence to state workers compensation statutes and regulations, attendance at hearings, as required.
- Preparation for and compliance with and response to regulatory audits
- Timely payment of all legitimate claims
- Fraud detection and prevention
- Litigation Management

Note: These prices do not include those costs typically identified and expense as allocated loss expenses. Please see the attached roster that details those typical allocated loss expense items. (ex. Field investigation & adjusting)

Loss Control ServicesIncluded

CCMSI will provide 5 days – 40 hours of loss control service. The Client shall remain fully responsible for the implementation and operation of its own safety programs and for the detection and elimination of any unsafe conditions or practices.

Any additional services are available for rate of \$1000 per day plus expenses or priced per project.

Annual Administration Fee \$5,000

Annual Account Management Fee includes:

- Designated Account Manager
- Client Specific Service Instructions
- Preparation and participation in Quarterly claims reviews
- Monthly loss runs and loss fund activities reports
- Filing of all required state forms including state mandated assessments
- Reporting to excess/fronting carrier
- Computer set-up, training and client specific special analysis codes

RMIS FeeIncluded

Allows for three-user access. Additional user access would be \$250 per person.

GRAND TOTAL.....\$23,539

MANAGED CARE

Provider Bill Re-pricing

Service	Fee
Fee schedule re-pricing	Flat Fee \$9.00 per bill
Usual and Customary re-pricing	Flat Fee \$9.00 per bill

PPO Re-pricing

Bills with additional PPO discount opportunities below the Fee Schedule will be billed at 30% of savings.

Pharmacy Network Services

Pharmacy Network services are priced at 33% of savings.

Field Case Management

CCMSI does not offer proprietary field case management or vocational rehabilitation services. These are available from third party providers at market price and the cost of these services would be captured as an allocated loss expense to the referral file.

MMSEA Section 111 Reporting	\$25 Per Hit
CCMSI in conjunction with our reporting agent will comply with MMSEA Section 111 Reporting on behalf of City of St. Charles for a charge of \$25.00 per hit. <ul style="list-style-type: none">• All injury claims will be submitted to CMS for Medicare eligibility• CCMSI along with our reporting agent will report all claims meeting the reporting guidelines as set forth by CMS.	

SPECIAL SYSTEM REPORTS

CCMSI will provide special reports, (reports not currently programmed or written) for a fee of \$125 per hour for system programming time. CCMSI will provide an estimate of charges before any work will be done.



AGENDA ITEM EXECUTIVE SUMMARY

Title:	Visitors Cultural Commission Funding Allocations FY12-13
Presenter:	Chris Minick, Finance Director Dr. Anne Becker, Cultural Commission Chairperson

Please check appropriate box:

<input checked="" type="checkbox"/>	Government Operations (06/04/12)	<input type="checkbox"/>	Government Services
<input type="checkbox"/>	Planning & Development	<input type="checkbox"/>	City Council
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	

Estimated Cost:	\$89,400	Budgeted:	YES	X	NO	
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If NO, please explain how item will be funded:

Executive Summary:

Annually, the City budgets funds to promote the arts and cultural events in the City from the proceeds of the hotel/motel tax. Groups supporting the arts and culture within the community submit funding requests for grants to support their programs on an annual basis. The Cultural Commission meets annually to hear presentations from these groups and recommend funding allocations based on those presentations and the programs identified for funding.

For FY11/12, the Visitors Cultural Commission amended its application process to begin compiling data quantifying the economic benefits of the annual support that the City provides. For FY12/13, the funding includes \$9,400 of unused funding allocations from FY10/11 as well as the \$80,000 currently allocated annually in the City's budget. Two groups were unable to utilize the funding allocations that the Cultural Commission recommended for FY10/11. Last year, the Cultural Commission decided to allocate these funds over the FY11/12 and FY12/13 funding cycles.

During the FY12/13 funding cycle, the STC Underground Center applied for funding from the Cultural Commission. The Commission decided not to allocate funding to the group because the Center's functions were not closely aligned enough with the Commission's mission and due to the level of public support already supplied to the Center via the STC Park District.

Norris Cultural Arts Center did not receive funding for 2011-2012 and re-applied for consideration during the FY12/13 funding cycle. Additionally, Union Latina did not apply for funding for FY12/13.

Attachments: (please list)

Cultural Commission Recommended Funding Allocations Schedule for FY 12-13
Hotel Tax Revenue Analysis
Funding Agreements

Recommendation / Suggested Action (briefly explain):

Recommend Approval of the Visitors Cultural Commission Funding Allocations Schedule and the related Funding Agreements with each group.

For office use only:	Agenda Item Number: 5a
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City of St Charles, Illinois
St Charles Cultural Commission
Proposed Funding Allocations Schedule
Fiscal Year 2012-2013

<i>Applicant</i>	<i>2011/2012 Funding</i>	<i>2011/2012 Percentage</i>	<i>2012/2013 Proposed Funding</i>	<i>Change</i>
Fox Valley Repertory	\$ 7,500	8.39%	\$ 7,500	\$ -
St. Charles Singers	\$ 11,000	12.30%	\$ 11,000	\$ -
Preservation Partners	\$ 9,000	10.07%	\$ 9,000	\$ -
St. Charles Heritage Center	\$ 35,500	39.71%	\$ 33,250	\$ (2,250)
Fox Valley Concert Band	\$ 4,500	5.03%	\$ 4,500	\$ -
Steel Beam	\$ 9,400	10.51%	\$ 9,400	\$ -
Fine Line Creative Arts Ctr	\$ 7,000	7.83%	\$ 7,000	\$ -
Sculpture in the Park (Park Foundation)	\$ 2,500	2.80%	\$ 2,500	\$ -
Henry Rockwell Baker STC Underground Center	\$ -	0.00%	\$ -	\$ -
Norris Cultural Arts Center	\$ -	0.00%	\$ 5,250	\$ 5,250
Union Latina St. Charles	\$ 3,000	3.36%	\$ -	\$ (3,000)
Total Allocations	89,400.00	100.00%	89,400.00	0.00

City of St Charles
Hotel Tax Receipts Analysis
May, 2012

<u>Year</u> <u>Ended</u> <u>April 30</u>	<u>Hotel Tax</u> <u>Receipts</u>	<u>Change</u>	<u>Percentage</u> <u>Change</u>
2007	\$1,948,562	N/A	N/A
2008	\$2,047,977	\$99,415	5.10%
2009	\$1,737,237	(\$310,740)	-15.17%
2010	\$1,582,359	(\$154,878)	-8.92%
2011	\$1,612,461	\$30,102	1.90%
2012	\$1,840,586	** \$228,125	14.15%

** 2012 Amount Estimated based on March Forecast. \$1,686,794 received through March 31, 2012

AGREEMENT FOR SERVICES

WHEREAS, the City of St. Charles, hereinafter referred to as "the City," is desirous of promoting and developing an awareness of art, history and culture; and,

WHEREAS, the City has determined it would use the "Municipal Hotel Operators' Occupation Tax," hereinafter referred to as "the tax," to pay for services from groups promoting these activities; and,

WHEREAS, the Steel Beam Theatre, an Illinois not-for-profit corporation, (hereinafter referred to as "the Theater,") can provide those services desired by the City.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

I. In consideration of the promises, terms and conditions set forth, the Theater shall devote its exclusive energies to provide performances and exhibits of a cultural nature within the City of St. Charles.

II. In consideration of the foregoing services provided by the Theater, the City agrees to pay to the Theater, the amount of Nine Thousand Four Hundred dollars and no/100 cents (\$9,400.00) for the period beginning May 1, 2012 and ending April 30, 2013. Payment shall be made on a quarterly basis, subject to deductions by the City for collection costs (including expenses of litigation to defend the imposition or collection of the tax). Any grants which the Theater assists the City in obtaining shall be treated as a separate matter.

III. The Theater will not enter into any relationship, contractual or otherwise, which will subject the City to any liability. The Theater is an independent contractor and has no authority to bind the City in any matter. The Theater further agrees to indemnify and hold harmless the City from any and all liability, losses or damages, including reasonable attorneys' fees, arising from the execution or implementation of this agreement, including any action against the City with respect to the collection of the special tax provided for by the St. Charles Municipal Code, Chapter 3.32, "Municipal Hotel Operators' Occupation Tax."

IV. The Theater shall maintain records of all of its activities for the period of at least seven years, which records shall upon request be subject to inspection and copying by the City or its designated agent at the City's sole expense at any reasonable time or times during the operation of this agreement and for a period of three years thereafter.

V. This agreement shall terminate on April 30, 2013, and the consideration therefor may be renewed by a written instrument executed by both parties.

VI. The Theater will abide by City's policy for externally funded organizations.

VII. Upon termination of this agreement, any funds paid to the Theatre and not used or otherwise subject to pending contract requirements of the Theatre shall be returned to the City.

VIII. In the event of a default by either party under this agreement, the other party may elect to terminate the agreement by serving a ten-day written notice upon the other party.

IX. The foregoing is the entire agreement made by a between the parties hereto and has been examined by each of the said parties.

X. Any amendment to this agreement shall be effective only if evidenced by a written instrument executed by the parties hereto.

IN WITNESS WHEREOF, the undersigned have hereto set their hands and seals this ____ day of _____, 2012.

STEEL BEAM THEATRE

CITY OF ST. CHARLES

By _____
President

Mayor

AGREEMENT FOR SERVICES

WHEREAS, the City of St. Charles, hereinafter referred to as "the City," is desirous of promoting and developing an awareness of art, history and culture; and,

WHEREAS, the City has determined it would use the "Municipal Hotel Operators' Occupation Tax," hereinafter referred to as "the tax," to pay for services from groups promoting these activities; and,

WHEREAS, the The Fine Line Creative Arts Center, an Illinois not-for-profit corporation, (hereinafter referred to as "the Arts Center,") can provide those services desired by the City.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

I. In consideration of the promises, terms and conditions set forth, the Arts Center shall devote its exclusive energies to promote a quality image of St. Charles by providing various art forms in the City.

II. In consideration of the foregoing services provided by the Arts Center, the City agrees to pay to the Arts Center, the amount of Seven Thousand dollars and no/100 cents (\$7,000.00) for the period beginning May 1, 2012 and ending April 30, 2013. Payment shall be made on a quarterly basis, subject to deductions by the City for collection costs (including expenses of litigation to defend the imposition or collection of the tax). Any grants which the Arts Center assists the City in obtaining shall be treated as a separate matter.

III. The Arts Center will not enter into any relationship, contractual or otherwise, which will subject the City to any liability. The Arts Center is an independent contractor and has no authority to bind the City in any matter. The Arts Center further agrees to indemnify and hold harmless the City from any and all liability, losses or damages, including reasonable attorneys' fees, arising from the execution or implementation of this agreement, including any action against the City with respect to the collection of the special tax provided for by the St. Charles Municipal Code, Chapter 3.32, "Municipal Hotel Operators' Occupation Tax."

IV. The Arts Center shall maintain records of all of its activities for the period of at least seven years, which records shall upon request be subject to inspection and copying by the City or its designated agent at the City's sole expense at any reasonable time or times during the operation of this agreement and for a period of three years thereafter.

V. This agreement shall terminate on April 30, 2013, and the consideration therefore may be renewed by a written instrument executed by both parties.

VI. The Arts Center will abide by City's policy for externally funded organizations.

VII. Upon termination of this agreement, any funds paid to the Arts Center and not used or otherwise subject to pending contract requirements of the Arts Center shall be returned to the City.

VIII. In the event of a default by either party under this agreement, the other party may elect to terminate the agreement by serving a ten-day written notice upon the other party.

IX. The foregoing is the entire agreement made by and between the parties hereto and has been examined by each of the said parties.

X. Any amendment to this agreement shall be effective only if evidenced by a written instrument executed by the parties hereto.

IN WITNESS WHEREOF, the undersigned have hereto set their hands and seals this ____ day of _____, 2012.

THE FINE LINE CREATIVE ARTS CENTER

By: _____
President

CITY OF ST. CHARLES

By: _____
Mayor

AGREEMENT FOR SERVICES

WHEREAS, the City of St. Charles, hereinafter referred to as "the City," is desirous of promoting and developing an awareness of art, history and culture; and,

WHEREAS, the City has determined it would use the "Municipal Hotel Operators' Occupation Tax," hereinafter referred to as "the tax," to pay for services from groups promoting these activities; and,

WHEREAS, the Fox Valley Concert Band, an Illinois not-for-profit corporation, (hereinafter referred to as the "the Band,") can provide those services desired by the City.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

I. In consideration of the promises, terms and conditions set forth, the Band shall devote its exclusive energies to provide volunteer adult community concert band entertainment in accordance with the presentation of St. Charles based artists.

II. In consideration of the foregoing services provided by the Band, the City agrees to pay to the Band, the amount of Four Thousand Five Hundred dollars and no/100 cents (\$4,500.00) for the period beginning May 1, 2012 and ending April 30, 2013. Payment shall be made on a quarterly basis, subject to deductions by the City for collection costs (including expenses of litigation to defend the imposition or collection of the tax). Any grants which the Band assists the City in obtaining shall be treated as a separate matter.

III. The Band will not enter into any relationship, contractual or otherwise, which will subject the City to any liability. The Band is an independent contractor and has no authority to bind the City in any matter. The Band further agrees to indemnify and hold harmless the City from any and all liability, losses or damages, including reasonable attorneys' fees, arising from the execution or implementation of this agreement, including any action against the City with respect to the collection of the special tax provided for by the St. Charles Municipal Code, Chapter 3.32, "Municipal Hotel Operators' Occupation Tax."

IV. The Band shall maintain records of all of its activities for the period of at least seven years, which records shall upon request be subject to inspection and copying by the City or its designated agent at the City's sole expense at any reasonable time or times during the operation of this agreement and for a period of three years thereafter.

V. This agreement shall terminate on April 30, 2013, and the consideration therefore may be renewed by a written instrument executed by both parties.

VI. The Band will abide by City's policy for externally funded organizations.

VII. Upon termination of this agreement, any funds paid to the Band and not used or otherwise subject to pending contract requirements of the Band shall be returned to the City.

VIII. In the event of a default by either party under this agreement, the other party may elect to terminate the agreement by serving a ten-day written notice upon the other party.

IX. The foregoing is the entire agreement made by and between the parties hereto and has been examined by each of the said parties.

X. Any amendment to this agreement shall be effective only if evidenced by a written instrument executed by the parties hereto.

IN WITNESS WHEREOF, the undersigned have hereto set their hands and seals this ____ day of _____, 2012.

**FOX VALLEY
CONCERT BAND**

CITY OF ST. CHARLES

By: _____
President

Mayor

AGREEMENT FOR SERVICES

WHEREAS, the City of St. Charles, hereinafter referred to as "the City," is desirous of promoting and developing an awareness of art, history and culture; and,

WHEREAS, the City has determined it would use the "Municipal Hotel Operators' Occupation Tax," hereinafter referred to as "the tax," to pay for services from groups promoting these activities; and,

WHEREAS, the Fox Valley Repertory Theater Group, an Illinois not-for-profit corporation, (hereinafter referred to as "the Theater,") can provide those services desired by the City.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

I. In consideration of the promises, terms and conditions set forth, the Theater shall devote its exclusive energies to provide performances and exhibits of a cultural nature within the City of St. Charles.

II. In consideration of the foregoing services provided by the Theater, the City agrees to pay to the Theater, the amount of Seven Thousand Five Hundred dollars and no/100 cents (\$7,500.00) for the period beginning May 1, 2012 and ending April 30, 2013. Payment shall be made on a quarterly basis, subject to deductions by the City for collection costs (including expenses of litigation to defend the imposition or collection of the tax). Any grants which the Theater assists the City in obtaining shall be treated as a separate matter.

III. The Theater will not enter into any relationship, contractual or otherwise, which will subject the City to any liability. The Theater is an independent contractor and has no authority to bind the City in any matter. The Theater further agrees to indemnify and hold harmless the City from any and all liability, losses or damages, including reasonable attorneys' fees, arising from the execution or implementation of this agreement, including any action against the City with respect to the collection of the special tax provided for by the St. Charles Municipal Code, Chapter 3.32, "Municipal Hotel Operators' Occupation Tax."

IV. The Theater shall maintain records of all of its activities for the period of at least seven years, which records shall upon request be subject to inspection and copying by the City or its designated agent at the City's sole expense at any reasonable time or times during the operation of this agreement and for a period of three years thereafter.

V. This agreement shall terminate on April 30, 2013, and the consideration therefor may be renewed by a written instrument executed by both parties.

VI. The Theater will abide by City's policy for externally funded organizations.

VII. Upon termination of this agreement, any funds paid to the Theatre and not used or otherwise subject to pending contract requirements of the Theatre shall be returned to the City.

VIII. In the event of a default by either party under this agreement, the other party may elect to terminate the agreement by serving a ten-day written notice upon the other party.

IX. The foregoing is the entire agreement made by a between the parties hereto and has been examined by each of the said parties.

X. Any amendment to this agreement shall be effective only if evidenced by a written instrument executed by the parties hereto.

IN WITNESS WHEREOF, the undersigned have hereto set their hands and seals this ____ day of _____, 2012.

**FOX VALLEY REPERTORY THEATER
GROUP**

CITY OF ST. CHARLES

By _____
President

Mayor

AGREEMENT FOR SERVICES

WHEREAS, the City of St. Charles, hereinafter referred to as "the City," is desirous of promoting and developing an awareness of art, history and culture; and,

WHEREAS, the City has determined it would use the "Municipal Hotel Operators' Occupation Tax," hereinafter referred to as "the tax," to pay for services from groups promoting these activities; and,

WHEREAS, the Dellora A. Norris Cultural Arts Center, an Illinois not-for-profit corporation, (hereinafter referred to as the "Cultural Center,") can provide those services desired by the City.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

I. In consideration of the promises, terms and conditions set forth, the Cultural Center shall devote its exclusive energies to provide performances and exhibits of a cultural nature within the City of St. Charles.

II. In consideration of the foregoing services provided by the Cultural Center, the City agrees to pay to the Cultural Center, the amount of Five Thousand Two Hundred Fifty dollars and no/100 cents (\$ 5,250.00) for the period beginning May 1, 2012 and ending April 30, 2013. Payment shall be made on a quarterly basis, subject to deductions by the City for collection costs (including expenses of litigation to defend the imposition or collection of the tax). Any grants which the Cultural Center assists the City in obtaining shall be treated as a separate matter.

III. The Cultural Center will not enter into any relationship, contractual or otherwise, which will subject the City to any liability. The Cultural Center is an independent contractor and has no authority to bind the City in any matter. The Cultural Center further agrees to indemnify and hold harmless the City from any and all liability, losses or damages, including reasonable attorneys' fees, arising from the execution or implementation of this agreement, including any action against the City with respect to the collection of the special tax provided for by the St. Charles Municipal Code, Chapter 3.32, "Municipal Hotel Operators' Occupation Tax."

IV. The Cultural Center shall maintain records of all of its activities for the period of at least seven years, which records shall upon request be subject to inspection and copying by the City or its designated agent at the City's sole expense at any reasonable time or times during the operation of this agreement and for a period of three years thereafter.

V. This agreement shall terminate on April 30, 2013, and the consideration therefor may be renewed by a written instrument executed by both parties.

VI. The Cultural Center will abide by City's policy for externally funded organizations.

VII. Upon termination of this agreement, any funds paid to the Cultural Center and not used or otherwise subject to pending contract requirements of the Cultural Center shall be returned to the City.

VIII. In the event of a default by either party under this agreement, the other party may elect to terminate the agreement by serving a ten-day written notice upon the other party.

IX. The foregoing is the entire agreement made by and between the parties hereto and has been examined by each of the said parties.

X. Any amendment to this agreement shall be effective only if evidenced by a written instrument executed by the parties hereto.

IN WITNESS WHEREOF, the undersigned have hereto set their hands and seals this ____ day of _____, 2012.

DELLORA A. NORRIS
CULTURAL ARTS CENTER

CITY OF ST. CHARLES

By: _____
President

Mayor

AGREEMENT FOR SERVICES

WHEREAS, the City of St. Charles, hereinafter referred to as "the City," is desirous of promoting and developing an awareness of art, history and culture; and,

WHEREAS, the City has determined it would use the "Municipal Hotel Operators' Occupation Tax," hereinafter referred to as "the tax," to pay for services from groups promoting these activities; and,

WHEREAS, the Preservation Partners of the Fox Valley, an Illinois not-for-profit corporation, (hereinafter referred to as "the Preservation Partners,") can provide those services desired by the City.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

I. In consideration of the promises, terms and conditions set forth, the Preservation Partners shall devote its exclusive energies to promote a quality image of St. Charles by providing historic restoration services desired by the City.

II. In consideration of the foregoing services provided by the Preservation Partners, the City agrees to pay to the Preservation Partners, the amount of Nine Thousand dollars and no/100 cents (\$9,000.00) for the period beginning May 1, 2012 and ending April 30, 2013. Payment shall be made on a quarterly basis, subject to deductions by the City for collection costs (including expenses of litigation to defend the imposition or collection of the tax). Any grants which the Preservation Partners assists the City in obtaining shall be treated as a separate matter.

III. The Preservation Partners will not enter into any relationship, contractual or otherwise, which will subject the City to any liability. The Preservation Partners is an independent contractor and has no authority to bind the City in any matter. The Preservation Partners further agrees to indemnify and hold harmless the City from any and all liability, losses or damages, including reasonable attorneys' fees, arising from the execution or implementation of this agreement, including any action against the City with respect to the collection of the special tax provided for by the St. Charles Municipal Code, Chapter 3.32, "Municipal Hotel Operators' Occupation Tax."

IV. The Preservation Partners shall maintain records of all of its activities for the period of at least seven years, which records shall upon request be subject to inspection and copying by the City or its designated agent at the City's sole expense at any reasonable time or times during the operation of this agreement and for a period of three years thereafter.

V. This agreement shall terminate on April 30, 2013, and the consideration therefor may be renewed by a written instrument executed by both parties.

VI. The Preservation Partners will abide by City's policy for externally funded organizations.

VII. Upon termination of this agreement, any funds paid to the Preservation Partners and not used or otherwise subject to pending contract requirements of the Preservation Partners shall be returned to the City.

VIII. In the event of a default by either party under this agreement, the other party may elect to terminate the agreement by serving a ten-day written notice upon the other party.

IX. The foregoing is the entire agreement made by and between the parties hereto and has been examined by each of the said parties.

X. Any amendment to this agreement shall be effective only if evidenced by a written instrument executed by the parties hereto.

IN WITNESS WHEREOF, the undersigned have hereto set their hands and seals this ____ day of _____, 2012.

PRESERVATION PARTNERS

By: _____
President

CITY OF ST. CHARLES

By: _____
Mayor

AGREEMENT FOR SERVICES

WHEREAS, the City of St. Charles, hereinafter referred to as "the City," is desirous of promoting and developing an awareness of art, history and culture; and,

WHEREAS, the City has determined it would use the "Municipal Hotel Operators' Occupation Tax," hereinafter referred to as "the tax," to pay for services from groups promoting these activities; and,

WHEREAS, the St Charles Parks Foundation, an Illinois not-for-profit corporation sponsoring the Sculpture in the Park Event, (hereinafter referred to as "the Sculpture,") can provide those services desired by the City.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

I. In consideration of the promises, terms and conditions set forth, the Sculpture shall devote its exclusive energies to promote a quality image of St. Charles by providing various art forms in the City.

II. In consideration of the foregoing services provided by the Sculpture, the City agrees to pay to the Sculpture, the amount of Two Thousand Five Hundred and no/100 cents (\$2,500.00) for the period beginning May 1, 2012 and ending April 30, 2013. Payment shall be made on a quarterly basis, subject to deductions by the City for collection costs (including expenses of litigation to defend the imposition or collection of the tax). Any grants which the Sculpture assists the City in obtaining shall be treated as a separate matter.

III. The Sculpture will not enter into any relationship, contractual or otherwise, which will subject the City to any liability. The Sculpture is an independent contractor and has no authority to bind the City in any matter. The Sculpture further agrees to indemnify and hold harmless the City from any and all liability, losses or damages, including reasonable attorneys' fees, arising from the execution or implementation of this agreement, including any action against the City with respect to the collection of the special tax provided for by the St. Charles Municipal Code, Chapter 3.32, "Municipal Hotel Operators' Occupation Tax."

IV. The Sculpture shall maintain records of all of its activities for the period of at least seven years, which records shall upon request be subject to inspection and copying by the City or its designated agent at the City's sole expense at any reasonable time or times during the operation of this agreement and for a period of three years thereafter.

V. This agreement shall terminate on April 30, 2013, and the consideration therefore may be renewed by a written instrument executed by both parties.

VI. The Sculpture will abide by City's policy for externally funded organizations.

VII. Upon termination of this agreement, any funds paid to the Sculpture and not used or otherwise subject to pending contract requirements of the Sculpture shall be returned to the City.

VIII. In the event of a default by either party under this agreement, the other party may elect to terminate the agreement by serving a ten-day written notice upon the other party.

IX. The foregoing is the entire agreement made by and between the parties hereto and has been examined by each of the said parties.

X. Any amendment to this agreement shall be effective only if evidenced by a written instrument executed by the parties hereto.

IN WITNESS WHEREOF, the undersigned have hereto set their hands and seals this ____ day of _____, 2012.

ST CHARLES PARKS FOUNDATION

By: _____
President

CITY OF ST. CHARLES

By: _____
Mayor

AGREEMENT FOR SERVICES

WHEREAS, the City of St. Charles, hereinafter referred to as "the City," is desirous of promoting and developing an awareness of art, history and culture; and,

WHEREAS, the City has determined it would use the "Municipal Hotel Operators' Occupation Tax," hereinafter referred to as "the tax," to pay for services from groups promoting these activities; and,

WHEREAS, the St. Charles Heritage Center, an Illinois not-for-profit corporation, (hereinafter referred to as the "the Museum,") can provide those services desired by the City.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

I. In consideration of the promises, terms and conditions set forth, the Museum shall devote its exclusive energies to the management and conservation of collections, student and adult tours, and educational programming within the City of St. Charles, including, but not limited to, the following:

- A. Provide an awareness of St. Charles past;
- B. Promote preservation advocacy;
- C. Increase the tourism influx to St. Charles;
- D. Promote educational programming for school age children and adults;
- E. Rotate exhibits of existing collections, as well as artifacts of other museums or private collections;
- F. Develop promotional strategies;
- G. Maintain hours of operation at times convenient to the general public and tourists;
- H. Seek grants on all levels to assist in the funding of planned activities;
- I. Interface with other local, state and regional museums.

II. In consideration of the foregoing services provided by the Museum, the City agrees to pay to the Museum, the amount of Thirty Three Thousand Two Hundred Fifty dollars and no/100 cents (\$33,250.00) for the period beginning May 1, 2012 and ending April 30, 2013. Payment shall be made on a quarterly basis, subject to deductions by the City for collection costs (including expenses of litigation to defend the imposition or collection of the tax). Any grants which the Museum assists the City in obtaining shall be treated as a separate matter.

III. The Museum will not enter into any relationship, contractual or otherwise, which will subject the City to any liability. The Museum is an independent contractor and has no authority to bind the City in any matter. The Museum further agrees to indemnify and hold harmless the City from any and all liability, losses or damages, including reasonable attorneys' fees, arising from the execution or implementation of this agreement, including any action against the City with respect to the collection of

the special tax provided for by the St. Charles Municipal Code, Chapter 3.32, "Municipal Hotel Operators' Occupation Tax."

IV. The Museum shall maintain records of all of its activities for the period of at least seven years, which records shall upon request be subject to inspection and copying by the City or its designated agent at the City's sole expense at any reasonable time or times during the operation of this agreement and for a period of three years thereafter.

V. This agreement shall terminate on April 30, 2013, and the consideration therefor may be renewed by a written instrument executed by both parties.

VI. The Museum need not provide City with a monthly financial report. The submission of an annual financial report in conjunction with the Museum's funding application shall be deemed sufficient financial reporting.

VII. Upon termination of this agreement, any funds paid to the The Museum and not used or otherwise subject to pending contract requirements of the The Museum shall be returned to the City.

VIII. In the event of a default by either party under this agreement, the other party may elect to terminate the agreement by serving a ten-day written notice upon the other party.

IX. The foregoing is the entire agreement made by and between the parties hereto and has been examined by each of the said parties.

X. Any amendment to this agreement shall be effective only if evidenced by a written instrument executed by the parties hereto.

IN WITNESS WHEREOF, the undersigned have hereto set their hands and seals this ____ day of _____, 2012.

ST CHARLES HERITAGE CENTER

CITY OF ST. CHARLES

By: _____
President

Mayor

AGREEMENT FOR SERVICES

WHEREAS, the City of St. Charles, hereinafter referred to as "the City," is desirous of promoting and developing an awareness of art, history and culture; and,

WHEREAS, the City has determined it would use the "Municipal Hotel Operators' Occupation Tax." hereinafter referred to as "the tax," to pay for services from groups promoting these activities; and,

WHEREAS, the St. Charles Singers, an Illinois not-for-profit corporation, (hereinafter referred to as "the Singers,") can provide those services desired by the City.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

I. In consideration of the promises, terms and conditions set forth, the Singers shall devote its exclusive energies to providing subscription series concerts and benefit concerts for worthy causes.

II. In consideration of the foregoing services provided by the Singers, the City agrees to pay to the Singers, the amount of Eleven Thousand dollars and no/100 cents (\$11,000.00) for the period beginning May 1, 2012 and ending April 30, 2013. Payment shall be made on a quarterly basis, subject to deductions by the City for collection costs (including expenses of litigation to defend the imposition or collection of the tax). Any grants which the Singers assists the City in obtaining shall be treated as a separate matter.

III. The Singers will not enter into any relationship, contractual or otherwise, which will subject the City to any liability. The Singers is an independent contractor and has no authority to bind the City in any matter. The Singers further agrees to indemnify and hold harmless the City from any and all liability, losses or damages, including reasonable attorneys' fees, arising from the execution or implementation of this agreement, including any action against the City with respect to the collection of the special tax provided for by the St. Charles Municipal Code, Chapter 3.32, "Municipal Hotel Operators' Occupation Tax."

IV. The Singers shall maintain records of all of its activities for the period of at least seven years, which records shall upon request be subject to inspection and copying by the City or its designated agent at the City's sole expense at any reasonable time or times during the operation of this agreement and for a period of three years thereafter.

V. This agreement shall terminate on April 30, 2013, and the consideration therefor may be renewed by a written instrument executed by both parties.

VI. The Singers will abide by City's policy for externally funded organizations.

VII. Upon termination of this agreement, any funds paid to the Singers and not used or otherwise subject to pending contract requirements of the Singers shall be returned to the City.

VIII. In the event of a default by either party under this agreement, the other party may elect to terminate the agreement by serving a ten-day written notice upon the other party.

IX. The foregoing is the entire agreement made by a between the parties hereto and has been examined by each of the said parties.

X. Any amendment to this agreement shall be effective only if evidenced by a written instrument executed by the parties hereto.

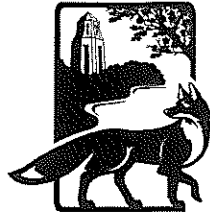
IN WITNESS WHEREOF, the undersigned have hereto set their hands and seals this ____ day of _____, 2012.

ST. CHARLES SINGERS

By: _____
President

CITY OF ST. CHARLES

By: _____
Mayor



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title: An Ordinance Authorizing the City of St. Charles to Enter into an Intergovernmental Agreement with the Illinois Office of the Comptroller to Participate in the Local Debt Recovery Program

Presenter: Julie Herr

Please check appropriate box:

X	Government Operations (6/04/12)		Government Services
	Planning & Development		City Council
	Public Hearing		

Estimated Cost:	N/A	Budgeted:	YES		NO	
-----------------	-----	-----------	-----	--	----	--

If NO, please explain how item will be funded:

Executive Summary:

On January 1, 2012, a new state law went into effect that created the Local Debt Recovery Program. This Program allows the Illinois Office of the Comptroller to enter into an intergovernmental agreement with municipalities and other local governments to collect unpaid debt, such as parking tickets, utility bills, and other outstanding obligations of the City. Debt that has been submitted through this program will be withheld from any state tax refund, commercial payment, lottery winning, retirement or payroll check issued by the Office of the Comptroller. The amount of the debt withheld by the Comptroller's office will be forwarded to the City after a 60-day waiting period has lapsed, as long as no protests have been filed. There is no cost to the City for this program. All administrative fees are paid by the debtor.

Attachments: *(please list)*

Ordinance; Intergovernmental Agreement

Recommendation / Suggested Action *(briefly explain)*:

Recommending approval of an Ordinance Authorizing Acceptance and Execution of an Intergovernmental Agreement with the State of Illinois Office of the Comptroller Regarding Access to the Comptroller's Local Debt Recovery Program.

For office use only:

Agenda Item Number: 5b

City of St. Charles, Illinois
Ordinance No. _____

**An Ordinance Authorizing Acceptance and Execution
of an Intergovernmental Agreement with the State of
Illinois Office of the Comptroller Regarding Access to
the Comptroller's Local Debt Recovery Program.**

WHEREAS, the City of St Charles, Illinois (the "City"), is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its' government and affairs.

WHEREAS, the State of Illinois Office of the Comptroller ("IOC"), an agency of the State of Illinois, and the City, an Illinois municipality and unit of local government, have a responsibility to collect debts owed to its respective public bodies; and

WHEREAS, the IOC operates a system known as the Comptroller's Offset System (the "System"), for collection of debts owed do the State of Illinois by persons receiving payments from the State; and

WHEREAS, the Illinois General Assembly specifically provided for the ability of the City to utilize the System when it amended Section 10.05 and added Section 10.05d to the State Comptroller Act (P.A. 97-632; 15 ILCS 405/10.05 and 10.05d); and

WHEREAS, it is necessary to enter into an agreement pursuant to the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*); and

WHEREAS, a copy of the Agreement shall be on file in the Office of the City Clerk.

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

Section 1. That the City Council hereby approves execution of an Intergovernmental Agreement with the State of Illinois Office of the Comptroller to establish the terms and conditions for the offset of the State's tax and nontax payments in order to collect tax and nontax debts owed to the City of St. Charles. The Mayor and City Clerk are hereby authorized to execute the Agreement and any necessary documents on behalf of the City of St. Charles. Corporate Authorities hereby find that all of the recitals contained in the preambles to this Resolution are full, true and correct and do incorporate them in this resolution by this reference.

Section 2. That this ordinance shall become effective immediately upon its passage and recording by the City Clerk.

PRESENTED to the City Council of the City of St. Charles, Illinois, this ____th day of ____ 2012.

PASSED by the City Council of the City of St. Charles, Illinois, this ____th day of ____ 2012.

APPROVED by the Mayor of the City of St. Charles, Illinois, this ____th day of ____ 2012.

Donald P. DeWitte, Mayor

ATTEST:

City Clerk

COUNCIL VOTE:

Ayes: _____

Nays: _____

Absent: _____

Abstain: _____

City Attorney:

DATE: _____

**INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
THE ILLINOIS OFFICE OF THE COMPTROLLER
AND
CITY OF ST. CHARLES
REGARDING ACCESS TO THE COMPTROLLER'S LOCAL DEBT RECOVERY
PROGRAM**

This Intergovernmental Agreement ("the Agreement") is hereby made and entered into as of the date of execution by and between the Illinois Office of the Comptroller (hereinafter "IOC") and City of St. Charles (hereinafter "the local unit"), in order to provide the named local unit access to the Local Debt Recovery Program for purposes of collecting both tax and nontax debts owed to the named local unit. Each of the parties hereto is a "public agency" as defined in Section 2 of the Intergovernmental Cooperation Act [5 ILCS 220/2].

WHEREAS, both the State of Illinois and the local unit have a responsibility to collect debts owed to its respective public bodies;

WHEREAS, IOC operates a system, known as the Comptroller's Offset System (hereinafter, "the System"), for collection of debt owed the State by persons receiving payments from the State;

WHEREAS, the Illinois General Assembly specifically provided for the ability of the local unit to utilize the System when it amended Section 10.05 and added Section 10.05d to the State Comptroller Act [P.A. 97-632; 15 ILCS 405/10.05 and 10.05d];

WHEREAS, IOC and the local unit are empowered under the Illinois Constitution [Ill. Const., Art. VII, Sec. 10], Section 3 of the Intergovernmental Cooperation Act [5 ILCS 220/3], and Section 10.05d of the State Comptroller Act (hereinafter, "the Act") [15 ILCS 405/10.05d] to contract with each other in any manner not prohibited by law;

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises contained herein, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

Article I – Purpose

The purpose of the Agreement between the IOC and the local unit is to establish the terms and conditions for the offset of the State's tax and nontax payments in order to collect tax and nontax debts owed to the local unit.

Article II – Authority

The authority for State payment offset is granted under Section 10.05 of the Act [15 ILCS 405/10.05] and the authority for entering into this Agreement is granted under Section

10.05d of the Act [15 ILCS 405/10.05d], Section 3 of the Intergovernmental Cooperation Act [5 ILCS 220/3], and Article VII of the Illinois Constitution [Ill. Const., Art. VII, Sec. 10].

Article III – State Payment Offset Requirements and Operations

A. Legal Requirements. The offset of State payments shall be conducted pursuant to the authority granted in Section 10.05 and 10.05d of the Act [15 ILCS 405/10.05 and 10.05d] and the requirements set forth in this Agreement.

1. Definition of “Debt”

- (a) For purposes of this Agreement, debt shall mean any monies owed to the local unit which is less than 7 years past the date of final determination, as confirmed by the local unit in Article III(A)(2)(a)(viii) of this Agreement.
- (b) No debt which is more than 7 years past the date of final determination may be placed or may remain on the System.

2. Due Process & Notification

- (a) Before submitting a debt to IOC for State payment offset, the local unit must comply with all of the notification requirements of this Agreement. For purposes of this Agreement, notification of an account or claim eligible to be offset shall occur when the local unit submits to IOC the following information:
 - (i) the name and address and/or another unique identifier of the person against whom the claim exists;
 - (ii) the amount of the claim then due and payable to the local unit;
 - (iii) the reason why there is an amount due to the local unit (i.e., tax liability, overpayment, etc.);
 - (iv) the time period to which the claim is attributable;
 - (v) the local entity to which the debt is owed;
 - (vi) a description of the type of notification has been given to the person against whom the claim exists and the type of opportunity to be heard afforded such person;
 - (vii) a statement as to the outcome of any hearings or other

proceedings held to establish the debt, or a statement that no hearing was requested; and,

(viii) the date of final determination of the debt.

- (b) IOC will not process a claim under the Agreement until notification has been received from the local unit that the debt has been established through notice and opportunity to be heard.
- (c) The local unit is required to provide the debtor with information about a procedure to challenge the existence, amount, and current collectability of the debt prior to the submission of a claim to IOC for entry into the System. The decision resulting from the utilization of this procedure must be reviewable.

3. Certification

- (a) The chief officer of the local unit must, at the time the debt is referred, certify that the debt is past due and legally enforceable in the amount stated, and that there is no legal bar to collection by State payment offset (See Appendix A).
- (b) Only debts finally determined as currently due and payable may be certified to IOC as a claim for offset.
- (c) The chief officer of the local unit may delegate to a responsible person or persons the authority to execute the statement of the claim required by the Agreement.
- (d) This delegation of authority shall be made on forms provided by the Comptroller and shall contain a signature sample of the person(s) to whom the delegation is made.
- (e) For purposes of this Agreement, “chief officer of the local unit” means Director of Finance.

4. Notification of Change in Status

- (a) The chief officer must notify IOC as soon as possible, but in no case later than 30 days, after receiving notice of a change in the status of an offset claim.
- (b) A change in status may include, but is not limited to, payments received other than through a successful offset, the filing of a bankruptcy petition, the death of the debtor, or the expiration of the

ability for the debt to remain on the System, as provided for in Article III(A)(1)(b) of this Agreement.

- B. Operational Requirements. Upon receiving a data file from the chief officer pursuant to the terms of this Agreement, IOC will perform a match with the local unit's debt file using a debtor's social security number, taxpayer identification number, name, address, or other unique identifier. The chief officer will receive a weekly file from IOC indicating the matches, at which time the local unit will update its debtor records. The chief officer will assume the responsibility of providing updates to the debtor records on file with IOC in order to ensure an equitable resolution of the debts owed to the local unit.
1. Technical Requirements. IOC agrees to work with the local unit to facilitate information and data procedures as provided for in this Agreement. The local unit agrees to adhere to the standards and practices of IOC when transmitting and receiving data.
 2. Fee. A fee shall be charged to the debtor in order to recover the cost to IOC for administering the System. The fee shall be per payment transaction and shall be \$15, unless the payment is for an amount less than \$30, in which case the fee shall equal to the amount offset. The fee will be deducted from the payment to be offset prior to issuance to the local unit.
 3. Offset Notices. IOC will send offset notices to the debtor upon processing a claim under the Act and this Agreement. The notice will state that a request has been made to make an offset against a payment due to the debtor, identify the local unit as the entity submitting the request, provide the debtor with a phone number made available pursuant to Article III (B)(6) of this Agreement, and inform the debtor that they may formally protest the offset within sixty (60) days of the written notice.
 4. IOC Protest Process. If a protest is received, IOC will determine the amount due and payable to the local unit. This determination will be made by a Hearing Officer and will be made in light of all information relating to the transaction in the possession of IOC and any other information IOC may request and obtain from the local unit and the debtor subject to the offset. If IOC requests information from the local unit relating to the offset, the local unit will respond within sixty (60) days of IOC's request. IOC may grant the local unit an additional sixty (60) day extension for time to respond.
 5. IOC Hearing Officer. The local unit hereby agrees to provide the Hearing Officer with any information requested in an efficient and timely manner in order to facilitate the prompt resolution to protests filed as a result of this Agreement. For purposes of this Agreement, any decision rendered by the Hearing Officer shall be binding on the local unit and shall be the

final determination on the matter. The Hearing Officer may continue the review of a protest at his/her discretion in order to assure an equitable resolution.

6. Local Unit Call Center. The local unit hereby agrees to provide a working phone number which IOC will furnish to persons offset under this Agreement. The local unit shall ensure that the phone number is properly staffed in order to provide information about the debt the local unit is offsetting under this Agreement. The phone number for purposes of this Section and the Agreement is: 630-762-7002.
7. Debt Priorities
 - (a) If a debtor has more than one local unit debt, the debt with the oldest date of delinquency shall be offset first.
 - (b) Any debt that is less than or equal to \$9.99 which is placed or remains on the System will not be offset and will not be paid to the local unit until such time as the balance owed to the local unit by the debtor exceeds \$9.99.
8. Transfer of Payment. Transfer of payment by IOC to the local unit shall be made in the form of electronic funds transfer (EFT). Nothing in this section or this Agreement shall limit the ability of either party to modify this Agreement at a later date in order to provide for an alternative method(s) of payment transfer.
9. IOC Refunds. If IOC determines that a payment is erroneous or otherwise not due to the local unit, IOC will process a refund of the offset, and refund the amount offset to the debtor. In the event the refund results in only a partial refund to the debtor, IOC will retain the fee referenced in Article III, Paragraph B, Section 2 above. The fee will only be refunded to the debtor in the event of a full refund of the offset amount.
10. Local Unit Refunds. The local unit is responsible for refunding monies to the debtor if an offset occurred due to inaccurate debt information or over collection, and the local unit has already received payment from IOC. IOC will only refund monies in the event that a payment has not yet been made to the local unit.

Article IV – Permissible Use of Information

IOC acknowledges that the local unit is providing sensitive information about local debts for the purpose of conducting offsets under the Agreement. As such, IOC will use the information solely in connection with the Local Debt Recovery Program. IOC shall safeguard the local information in the same manner as it protects State debt information.

The local unit acknowledges that IOC is providing sensitive information about State payments for the purpose of conducting offsets under the Agreement. As such, the local unit will use the information solely in connection with the Local Debt Recovery Program. The local unit shall safeguard State information in the same manner as it protects local debt information.

The parties may use information in any litigation involving the parties, when such information is relevant to the litigation.

Article V – Term of the Agreement and Modifications

The Agreement becomes effective as of the Effective Date and shall remain in effect until it is terminated by one of the parties. Either party may terminate this Agreement by giving the other party written notice at least thirty (30) days prior to the effective date of the termination. Any modifications to the Agreement shall be in writing and signed by both parties.

Article VI – No Liability to Other Parties

Except for the fees described in Article III, paragraph B, Section 2 above, each party shall be responsible for its own costs incurred in connection with the Agreement. Each party shall be responsible for resolving and reconciling its own errors, but shall not be liable to any other parties for damages of any kind as a result of errors. Each party shall be liable for the acts and omissions of its own employees and agents. The Agreement does not confer any rights or benefits on any third party.

Article VII – Issue Resolution

The parties acknowledge that IOC is ultimately responsible for the development, design and operation of the System. Subject to that understanding, the parties agree to work cooperatively to resolve any matters that arise during the development, design and implementation of the program. If an issue cannot be resolved informally by mutual agreement of staff personnel, then the parties agree to elevate the issue to a senior level manager for resolution of the issue. For purposes of the Agreement, the “senior level managers” are:

1. IOC: Ray Marchiori, Director – Department of Government and Community Affairs
2. Local Unit: Christopher A. Minick – Director of Finance

Article VIII – Contacts

The points of contacts for this Agreement are:

IOC: Alissa Camp, General Counsel
Illinois Office of the Comptroller
325 West Adams
Springfield, Illinois 62704
Phone: 217/782-6000
Fax: 217/782-2112
E-mail: CampAJ@mail.ioc.state.il.us

Local Unit: Gorski and Good
211 S. Wheaton Ave. Ste 305
Wheaton, Illinois 60187
Phone: 630/665-7500

Article IX – Acceptance of Terms and Commitment

The signing of this document by authorized officials forms a binding commitment between IOC and the local unit. The parties are obligated to perform in accordance with the terms and conditions of this document, any properly executed modification, addition, or amendment thereto, any attachment, appendix, addendum, or supplemental thereto, and any documents and requirements incorporated by reference.

By their signing, the signatories represent and certify that they possess the authority to bind their respective organizations to the terms of this document, and hereby do so.

[Signature Page Follows]

IN WITNESS WHEREOF, the Illinois Office of the Comptroller and City of St. Charles
by the following officials sign their names to enter into this agreement.

ILLINOIS OFFICE OF THE COMPTROLLER

By: _____

Date: _____

Name: Judy Baar Topinka

Title: Comptroller

CITY OF ST CHARLES

By: _____

Date: _____

Name: Donald P. DeWitte

Title: Mayor

Appendix A



STATE OF ILLINOIS
COMPTROLLER
JUDY BAAR TOPINKA

Local Debt Recovery Program

Involuntary Withholding Tape/File Certification Form

Local Unit Name: _____

Tape #/File Type: _____

Record Count: _____

Dollar Amount: _____

Please mark the appropriate box:

☐ Add Tape/File

- The debtor(s) has (have) been sent a notice that a claim has been established against said person thus giving the debtor the opportunity to appeal the determination of the existence and amount of the claim(s).
- No hearing(s) was (were) requested or a hearing(s) was (were) held and the result(s) was (were) that the claim(s) was (were) found to be valid in the amount(s) referenced in the attached record.
- The date(s) of the final determination of the debt(s) for each claim was prior to the date of submittal of the claim to IOC for Local Debt Recovery purposes.

☐ Change Tape/File

- All change transactions contained on the enclosed tape/file meet the criteria for inclusion in the Local Debt Recovery Program.

☐ Delete Tape/File

- All claims contained on the enclosed tape/file no longer meet the criteria for inclusion in the Local Debt Recovery Program, and should be removed from the Program.

I, _____, do hereby certify that all of the debts included on the tape/file are in compliance with the requirements of the State Comptroller Act [15 ILCS 405] and the Intergovernmental Agreement entered into between the above named local unit and the Illinois Office of the Comptroller. If I am submitting a facsimile or email signature, I hereby certify by so filing that the original signed document exists in my possession.

Authorized Signature: _____ Date: _____

Local Unit: _____ Phone #: _____



AGENDA ITEM EXECUTIVE SUMMARY

Title: Ascertaining Prevailing Wages in the City of St. Charles

Presenter: Julie Herr

Please check appropriate box:

<input type="checkbox"/>	Government Operations (6/4/12)	<input type="checkbox"/>	Government Services
<input type="checkbox"/>	Planning & Development	<input type="checkbox"/>	City Council
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	

Estimated Cost: N/A

Budgeted:

YES

NO

If NO, please explain how item will be funded:

Executive Summary:

Annual approval of Ordinance Ascertaining Prevailing Wages in the City of St. Charles for Kane and DuPage Counties.

Attachments: *(please list)*

Ordinance

Recommendation / Suggested Action *(briefly explain):*

Recommend approval of this ordinance.

For office use only:

Agenda Item Number: 5c

City of St. Charles, Illinois
Ordinance 2012-M-_____

**An Ordinance Ascertaining Prevailing Wages
In The City of St. Charles for Kane and DuPage Counties**

WHEREAS, in 1941, the General Assembly of the State of Illinois enacted the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*); and

WHEREAS, the Act requires that all Illinois governmental entities, including home rule units of local government, either accepts the prevailing wages determined by the Illinois Department of Labor or investigate and ascertain the prevailing rate of wages as defined in the Act for workers employed in performing work on public works construction projects in the locality in which the locality in which the work is performed; and

WHEREAS, the Illinois Department of Labor has not provided specific prevailing rates of wages for landscape industry positions needed for public works construction projects; and

NOW, THEREFORE, BE IT ORDAINED THE CITY COUNCIL OF THE CITY OF ST. CHARLES, Kane and DuPage Counties, Illinois, in exercise of its home rule powers, as follows:

SECTION 1: To the extent required by the Prevailing Wage Act, the general prevailing rate of wages in this locality for laborers, mechanics and other workers engaged in construction of public works coming under the jurisdiction of the City is hereby ascertained to be, except as provided in Section 2 herein, the same as the prevailing rate of wages for construction work in the Kane and DuPage County area as determined by the Department of Labor of the State of Illinois as of May of the current year, a copy of that determination being attached hereto as Exhibit A and Exhibit B. As required by the Act, any and all revisions of the prevailing rate of

wages by the Illinois Department of Labor shall supersede the Department's May determination and apply to any and all public works construction undertaken by the City of St. Charles. The definition of any terms appearing in this Ordinance, which are also used in the Act, shall be the same as in the Act.

SECTION 2: Nothing in this Ordinance shall be construed to apply the general prevailing rate of wages to any work or employment except public works construction of the City of St. Charles to the extent required by the Act.

SECTION 3: The City Clerk is hereby authorized and directed to publicly post or keep available for inspection by any interested party in the main office of the City of St. Charles this determination or any revisions of such prevailing rate of wages. A copy of this determination or of the current revised determination of prevailing rate of wages then in effect shall be attached to contract specifications as required by the Act, or, if permitted by the Act, shall be referenced in the contract specifications.

SECTION 4: The City Clerk is hereby authorized and directed to mail a copy of this determination to any employer and to any association of employers and to any person or association of employees who have filed their names and addressed requesting copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rates.

SECTION 5: The City Clerk is hereby authorized and directed to promptly file a certified copy of this Ordinance with both the Index Division of the Secretary of State and the Department of Labor of the State of Illinois.

SECTION 6: The City Clerk is hereby authorized and directed to cause to be published in a newspaper of general circulation within the area notification of passage of this Ordinance. The notice of passage of this Ordinance shall mention the availability for viewing of the Ordinance in the Office of the City Clerk. The publication shall constitute notice that the determination is effective and that this is the determination of this public body.

SECTION 7: This Ordinance shall be effective upon its passage and approval according to law.

PRESENTED to the City Council of the City of St. Charles, Illinois this _____ day of June 2012.

PASSED by the City Council of the City of St. Charles, Illinois this _____ day of June 2012.

APPROVED by the Mayor of the City of St. Charles, Illinois this Illinois this _____ day of June 2012.

Donald P. DeWitte, Mayor

ATTEST:

City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Absent :

Abstain:

Kane County Prevailing Wage for May 2012

(See explanation of column headings at bottom of wages)

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==	===	=	=====	=====	=====	=====	=====	=====	=====	=====	=====
ASBESTOS ABT-GEN		ALL		35.200	35.700	1.5	1.5	2.0	12.18	8.820	0.000	0.450
ASBESTOS ABT-MEC		BLD		32.850	0.000	1.5	1.5	2.0	10.82	10.66	0.000	0.720
BOILERMAKER		BLD		43.450	47.360	2.0	2.0	2.0	6.970	14.66	0.000	0.350
BRICK MASON		BLD		39.780	43.760	1.5	1.5	2.0	9.300	11.17	0.000	0.730
CARPENTER		ALL		40.770	42.770	1.5	1.5	2.0	12.34	11.26	0.000	0.530
CEMENT MASON		ALL		41.550	43.550	2.0	1.5	2.0	9.250	12.51	0.000	0.250
CERAMIC TILE FNSHER		BLD		33.600	0.000	2.0	1.5	2.0	9.200	6.680	0.000	0.580
COMMUNICATION TECH	N	BLD		35.770	37.870	1.5	1.5	2.0	12.07	9.370	0.000	0.450
COMMUNICATION TECH	S	BLD		36.390	38.490	1.5	1.5	2.0	10.02	10.19	0.000	1.090
ELECTRIC PWR EQMT OP		ALL		35.400	48.110	1.5	1.5	2.0	5.000	10.97	0.000	0.270
ELECTRIC PWR GRNDMAN		ALL		27.380	48.110	1.5	1.5	2.0	5.000	8.490	0.000	0.210
ELECTRIC PWR LINEMAN		ALL		42.390	48.110	1.5	1.5	2.0	5.000	13.14	0.000	0.320
ELECTRIC PWR TRK DRV		ALL		28.350	48.110	1.5	1.5	2.0	5.000	8.790	0.000	0.220
ELECTRICIAN	N	ALL		43.080	47.380	1.5	1.5	2.0	12.06	11.41	0.000	0.540
ELECTRICIAN	S	BLD		43.560	47.920	1.5	1.5	2.0	10.02	12.20	0.000	1.310
ELEVATOR CONSTRUCTOR		BLD		48.560	54.630	2.0	2.0	2.0	11.03	11.96	2.910	0.000
FENCE ERECTOR		ALL		44.950	47.200	2.0	2.0	2.0	8.890	17.69	0.000	0.400
GLAZIER		BLD		38.500	40.000	1.5	2.0	2.0	11.49	14.64	0.000	0.840
HT/FROST INSULATOR		BLD		43.800	46.300	1.5	1.5	2.0	10.82	11.86	0.000	0.720
IRON WORKER		ALL		44.950	47.200	2.0	2.0	2.0	8.890	17.69	0.000	0.400
LABORER		ALL		35.200	35.950	1.5	1.5	2.0	11.97	9.030	0.000	0.450
LATHER		ALL		40.770	42.770	1.5	1.5	2.0	12.34	11.26	0.000	0.530
MACHINIST		BLD		43.160	45.160	1.5	1.5	2.0	7.980	8.950	0.000	0.000
MARBLE FINISHERS		ALL		29.100	0.000	1.5	1.5	2.0	9.300	11.17	0.000	0.660
MARBLE MASON		BLD		39.030	42.930	1.5	1.5	2.0	9.300	11.17	0.000	0.730
MATERIAL TESTER I		ALL		25.200	0.000	1.5	1.5	2.0	11.97	9.030	0.000	0.450
MATERIALS TESTER II		ALL		30.200	0.000	1.5	1.5	2.0	11.97	9.030	0.000	0.450
MILLWRIGHT		ALL		40.770	42.770	1.5	1.5	2.0	12.34	11.26	0.000	0.530
OPERATING ENGINEER		BLD 1		45.100	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		BLD 2		43.800	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		BLD 3		41.250	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		BLD 4		39.500	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		BLD 5		48.850	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		BLD 6		46.100	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		BLD 7		48.100	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		HWY 1		43.300	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		HWY 2		42.750	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		HWY 3		40.700	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		HWY 4		39.300	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		HWY 5		38.100	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		HWY 6		46.300	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		HWY 7		44.300	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
ORNAMNTL IRON WORKER		ALL		44.950	47.200	2.0	2.0	2.0	8.890	17.69	0.000	0.400
PAINTER		ALL		40.180	42.180	1.5	1.5	1.5	8.950	8.200	0.000	1.250
PAINTER SIGNS		BLD		33.920	38.090	1.5	1.5	1.5	2.600	2.710	0.000	0.000
PILEDRIIVER		ALL		40.770	42.770	1.5	1.5	2.0	12.34	11.26	0.000	0.530
PIPEFITTER		BLD		41.000	43.000	1.5	1.5	2.0	10.75	14.59	0.000	1.660
PLASTERER		BLD		39.250	41.610	1.5	1.5	2.0	10.60	10.69	0.000	0.550
PLUMBER		BLD		41.000	43.000	1.5	1.5	2.0	10.75	14.59	0.000	1.660
ROOFER		BLD		37.650	40.650	1.5	1.5	2.0	8.380	6.820	0.000	0.430
SHEETMETAL WORKER		BLD		41.660	43.660	1.5	1.5	2.0	9.540	11.57	0.000	0.780
SIGN HANGER		BLD		26.070	27.570	1.5	1.5	2.0	3.800	3.550	0.000	0.000

SPRINKLER FITTER	BLD	49.200	51.200	1.5	1.5	2.0	9.750	8.200	0.000	0.450
STEEL ERECTOR	ALL	44.950	47.200	2.0	2.0	2.0	8.890	17.69	0.000	0.400
STONE MASON	BLD	39.780	43.760	1.5	1.5	2.0	9.300	11.17	0.000	0.730
TERRAZZO FINISHER	BLD	35.150	0.000	1.5	1.5	2.0	9.200	9.070	0.000	0.430
TERRAZZO MASON	BLD	39.010	42.010	1.5	1.5	2.0	9.200	10.41	0.000	0.510
TILE MASON	BLD	40.490	44.490	2.0	1.5	2.0	9.200	8.390	0.000	0.640
TRAFFIC SAFETY WRKR	HWY	28.250	29.850	1.5	1.5	2.0	4.896	4.175	0.000	0.000
TRUCK DRIVER	ALL 1	32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TRUCK DRIVER	ALL 2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TRUCK DRIVER	ALL 3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TRUCK DRIVER	ALL 4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TUCKPOINTER	BLD	39.950	40.950	1.5	1.5	2.0	8.180	10.57	0.000	0.790

Legend:

RG (Region)
 TYP (Trade Type - All, Highway, Building, Floating, Oil & Chip, Rivers)
 C (Class)
 Base (Base Wage Rate)
 FRMAN (Foreman Rate)
 M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.)
 OSA (Overtime (OT) is required for every hour worked on Saturday)
 OSH (Overtime is required for every hour worked on Sunday and Holidays)
 H/W (Health & Welfare Insurance)
 Pensn (Pension)
 Vac (Vacation)
 Trng (Training)

Explanations

KANE COUNTY

ELECTRICIANS AND COMMUNICATIONS TECHNICIAN (NORTH) - Townships of Burlington, Campton, Dundee, Elgin, Hampshire, Plato, Rutland, St. Charles (except the West half of Sec. 26, all of Secs. 27, 33, and 34, South half of Sec. 28, West half of Sec. 35), Virgil and Valley View CCC and Elgin Mental Health Center.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical

systems are to remain.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS TECHNICIAN

Construction, installation, maintenance and removal of telecommunication facilities (voice, sound, data and video), telephone, security systems, fire alarm systems that are a component of a multiplex system and share a common cable, and data inside wire, interconnect, terminal equipment, central offices, PABX and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area network), LAN (local area networks), and ISDN (integrated system digital network), pulling of wire in raceways, but not the installation of raceways.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all

material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators; Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches; Bobcats (up to and including ¾ cu yd.) .

Class 4. Bobcats and/or other Skid Steer Loaders (other than bobcats

up to and including $\frac{1}{4}$ cu yd.); Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types; Creter Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dowell Machine with Air Compressor; Dredges; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Backhoes with shear attachments; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Trenching Machine; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; All Locomotives, Dinky; Off-Road Hauling Units (including articulating)/2 ton capacity or more; Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Scoops - Tractor Drawn; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper; Scraper - Prime Mover in Tandem (Regardless of Size); Tank Car Heater; Tractors, Push, Pulling Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender;

Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Fireman on Boilers; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Hydro- Blaster; Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. Bobcats (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Gradall and machines of like nature.

TRAFFIC SAFETY - work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted

crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

Du Page County Prevailing Wage for May 2012

(See explanation of column headings at bottom of wages)

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==	===	=	=====	=====	=====	===	===	=====	=====	=====	=====
ASBESTOS ABT-GEN		ALL		35.200	35.700	1.5	1.5	2.0	12.18	8.820	0.000	0.450
ASBESTOS ABT-MEC		BLD		32.850	0.000	1.5	1.5	2.0	10.82	10.66	0.000	0.720
BOILERMAKER		BLD		43.450	47.360	2.0	2.0	2.0	6.970	14.66	0.000	0.350
BRICK MASON		BLD		39.780	43.760	1.5	1.5	2.0	9.300	11.17	0.000	0.730
CARPENTER		ALL		40.770	42.770	1.5	1.5	2.0	12.34	11.25	0.000	0.530
CEMENT MASON		ALL		38.000	40.000	2.0	1.5	2.0	8.950	16.35	0.000	0.380
CERAMIC TILE FNSHER		BLD		33.600	0.000	2.0	1.5	2.0	9.200	6.680	0.000	0.580
COMMUNICATION TECH		BLD		32.650	34.750	1.5	1.5	2.0	9.250	14.46	0.400	0.610
ELECTRIC PWR EQMT OP		ALL		35.400	48.110	1.5	1.5	2.0	5.000	10.97	0.000	0.270
ELECTRIC PWR GRNDMAN		ALL		27.380	48.110	1.5	1.5	2.0	5.000	8.490	0.000	0.210
ELECTRIC PWR LINEMAN		ALL		42.390	48.110	1.5	1.5	2.0	5.000	13.14	0.000	0.320
ELECTRIC PWR TRK DRV		ALL		28.350	48.110	1.5	1.5	2.0	5.000	8.790	0.000	0.220
ELECTRICIAN		BLD		36.200	39.820	1.5	1.5	2.0	9.250	16.27	4.380	0.680
ELEVATOR CONSTRUCTOR		BLD		48.560	54.630	2.0	2.0	2.0	11.03	11.96	2.910	0.000
FENCE ERECTOR	NE	ALL		32.660	34.660	1.5	1.5	2.0	12.42	10.00	0.000	0.250
FENCE ERECTOR	W	ALL		44.950	47.200	2.0	2.0	2.0	8.890	17.69	0.000	0.400
GLAZIER		BLD		38.500	40.000	1.5	2.0	2.0	11.49	14.64	0.000	0.840
HT/FROST INSULATOR		BLD		43.800	46.300	1.5	1.5	2.0	10.82	11.86	0.000	0.720
IRON WORKER	E	ALL		40.750	42.750	2.0	2.0	2.0	13.20	19.09	0.000	0.350
IRON WORKER	W	ALL		44.950	47.200	2.0	2.0	2.0	8.890	17.69	0.000	0.400
LABORER		ALL		35.200	35.950	1.5	1.5	2.0	12.18	8.820	0.000	0.450
LATHER		ALL		40.770	42.770	1.5	1.5	2.0	12.34	11.25	0.000	0.530
MACHINIST		BLD		43.160	45.160	1.5	1.5	2.0	7.980	8.950	0.000	0.000
MARBLE FINISHERS		ALL		29.100	0.000	1.5	1.5	2.0	9.300	11.17	0.000	0.660
MARBLE MASON		BLD		39.030	42.930	1.5	1.5	2.0	9.300	11.17	0.000	0.730
MATERIAL TESTER I		ALL		25.200	0.000	1.5	1.5	2.0	12.18	8.820	0.000	0.450
MATERIALS TESTER II		ALL		30.200	0.000	1.5	1.5	2.0	12.18	8.820	0.000	0.450
MILLWRIGHT		ALL		40.770	42.770	1.5	1.5	2.0	12.34	11.25	0.000	0.530
OPERATING ENGINEER		BLD 1		45.100	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		BLD 2		43.800	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		BLD 3		41.250	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		BLD 4		39.500	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		BLD 5		48.850	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		BLD 6		46.100	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		BLD 7		48.100	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		HWY 1		43.300	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		HWY 2		42.750	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		HWY 3		40.700	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		HWY 4		39.300	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		HWY 5		38.100	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		HWY 6		46.300	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		HWY 7		44.300	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
ORNAMNTL IRON WORKER E		ALL		40.200	42.700	2.0	2.0	2.0	12.67	15.61	0.000	0.500
ORNAMNTL IRON WORKER W		ALL		44.950	47.200	2.0	2.0	2.0	8.890	17.69	0.000	0.400
PAINTER		ALL		40.180	42.180	1.5	1.5	1.5	8.950	8.200	0.000	1.250
PAINTER SIGNS		BLD		33.920	38.090	1.5	1.5	1.5	2.600	2.710	0.000	0.000
PILEDRIIVER		ALL		40.770	42.770	1.5	1.5	2.0	12.34	11.25	0.000	0.530
PIPEFITTER		BLD		41.000	43.000	1.5	1.5	2.0	10.75	14.59	0.000	1.660
PLASTERER		BLD		39.360	41.720	1.5	1.5	2.0	9.300	11.72	0.000	0.780
PLUMBER		BLD		41.000	43.000	1.5	1.5	2.0	10.75	14.59	0.000	1.660
ROOFER		BLD		37.650	40.650	1.5	1.5	2.0	8.380	6.820	0.000	0.430
SHEETMETAL WORKER		BLD		41.660	43.660	1.5	1.5	2.0	9.540	11.57	0.000	0.780

SPRINKLER FITTER	BLD	49.200	51.200	1.5	1.5	2.0	9.750	8.200	0.000	0.450
STEEL ERECTOR	E ALL	40.750	42.750	2.0	2.0	2.0	13.20	19.09	0.000	0.350
STEEL ERECTOR	W ALL	44.950	47.200	2.0	2.0	2.0	8.890	17.69	0.000	0.400
STONE MASON	BLD	39.780	43.760	1.5	1.5	2.0	9.300	11.17	0.000	0.730
TERRAZZO FINISHER	BLD	35.150	0.000	1.5	1.5	2.0	9.200	9.070	0.000	0.430
TERRAZZO MASON	BLD	39.010	42.010	1.5	1.5	2.0	9.200	10.41	0.000	0.510
TILE MASON	BLD	40.490	44.490	2.0	1.5	2.0	9.200	8.390	0.000	0.640
TRAFFIC SAFETY WRKR	HWY	28.250	29.850	1.5	1.5	2.0	4.896	4.175	0.000	0.000
TRUCK DRIVER	ALL 1	32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TRUCK DRIVER	ALL 2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TRUCK DRIVER	ALL 3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TRUCK DRIVER	ALL 4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TUCKPOINTER	BLD	39.950	40.950	1.5	1.5	2.0	8.180	10.57	0.000	0.790

Legend:

RG (Region)
 TYP (Trade Type - All, Highway, Building, Floating, Oil & Chip, Rivers)
 C (Class)
 Base (Base Wage Rate)
 FRMAN (Foreman Rate)
 M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.)
 OSA (Overtime (OT) is required for every hour worked on Saturday)
 OSH (Overtime is required for every hour worked on Sunday and Holidays)
 H/W (Health & Welfare Insurance)
 Pensn (Pension)
 Vac (Vacation)
 Trng (Training)

Explanations

DUPAGE COUNTY

IRON WORKERS AND FENCE ERECTOR (WEST) - West of Route 53.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

TRAFFIC SAFETY - work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal

of temporary road signs.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS TECHNICIAN

Low voltage installation, maintenance and removal of telecommunication facilities (voice, sound, data and video) including telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated system digital network), pulling of wire in raceways, but not the installation of raceways.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone,

granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators; Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches; Bobcats (up to and including 3/4 cu yd.) .

Class 4. Bobcats and/or other Skid Steer Loaders (other than bobcats up to and including 3/4 cu yd.); Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall .

Class 7. Mechanics.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types; Creter Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dowell Machine with Air Compressor; Dredges; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Backhoes with shear attachments; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Trenching Machine; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; All Locomotives, Dinky; Off-Road Hauling Units (including articulating)/2 ton capacity or more; Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Scoops - Tractor Drawn; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Prime Mover in Tandem (Regardless of Size); Tank Car Heater; Tractors, Push, Pulling Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.;

Fireman on Boilers; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Hydro- Blaster; Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. Bobcats (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Gradall and machines of like nature.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title: Motion to authorize the City Administrator and Finance Director to execute an agreement to provide credit card processing services for the City

Presenter: Chris Minick, Finance Director

Please check appropriate box:

<input type="checkbox"/>	Government Operations	<input type="checkbox"/>	Government Services
<input type="checkbox"/>	Planning & Development	<input checked="" type="checkbox"/>	City Council (06/04/2012)
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	

Estimated Cost:	\$22,603	Budgeted:	YES	X	NO	
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If NO, please explain how item will be funded:

Executive Summary:

Staff has evaluated proposals from 8 entities to provide credit card processing services for citizens wishing to pay their utility bills by credit card. Automated Merchant Systems (AMS) has provided the most reasonable terms and lowest cost for these services. It is currently anticipated that we will accept Visa and Mastercard transactions (including debit card transactions with these logos). A list of costs that the City will incur for these services for utility bills is attached. Funds for the expense have been included in the FY 2012-2013 budget. It is anticipated that costs would be approximately \$22,600 if 10% of our customers used the service. In most cases the fee is approximately 1% of the total utility bill.

Staff anticipates that credit card payment will be available at the Utility Billing service counter at City Hall for all utility payments. Online credit card payment will also be available if the utility account in question is not at the stage of collection where a disconnect notice has been issued.

The agreement is for an initial three-year term with automatic one year renewal periods (subject to 90 day prior notice of an intent not to renew.)

We do anticipate implementation of this program later this summer (likely in July). There will be some initial programming work to be performed to make the implementation possible. Approval of the agreement allows us to move forward and work with the vendor to complete the necessary initial work.

Attachments: (please list)

Estimated Costs
Agreements

Recommendation / Suggested Action (briefly explain):

A motion to authorize the City Administrator and Finance Director to execute an agreement with Automated Merchant Systems to provide credit card processing services to the City.

For office use only:

Agenda Item Number: 5d

City of St Charles
Approximate Annual Cost for Credit Card Transactions
June, 2011

SUMMER Credit card charges - based on August 2011 billing for residential accounts

Range	Number of Customers	Average Bill	Transaction Cost	Total
0 - \$100	3034	\$57.79	\$1.10	\$333.33
\$100.01 - \$200	4758	\$150.63	\$1.39	\$659.67
\$200.01 - \$300	3335	\$244.29	\$1.68	\$559.21
\$300.01 - \$400	1488	\$343.42	\$1.98	\$295.23
\$400.01 - \$500	549	\$443.00	\$2.29	\$125.87
\$500.01 - \$600	256	\$545.17	\$2.61	\$66.80
\$600.01 - \$700	131	\$643.34	\$2.91	\$38.17
\$700.01 - \$800	56	\$755.76	\$3.26	\$18.27
\$800.01 - \$900	35	\$840.15	\$3.52	\$12.33
\$900.01 - \$1000	25	\$947.95	\$3.86	\$9.65
\$1000.01 -	47	\$1,870.83	\$6.72	\$31.58
Total Monthly Cost				\$2,150.13

NON-SUMMER Credit card charges - based on April 2012 billing for residential accounts

Range	Number of Customers	Average Bill	Transaction Cost	Total
\$0 - \$100	7405	\$61.09	\$1.11	\$821.12
\$100.01 - \$200	5570	\$135.77	\$1.34	\$746.60
\$200.01 - \$300	564	\$234.92	\$1.65	\$92.93
\$300.01 - \$400	78	\$337.93	\$1.97	\$15.34
\$400.01 - \$500	24	\$435.59	\$2.27	\$5.45
\$500.01 - \$600	1	\$551.31	\$2.63	\$0.26
\$600.01 - \$700	2	\$640.77	\$2.91	\$0.58
\$700.01 - \$800	2	\$771.08	\$3.31	\$0.66
\$800.01 - \$900	2	\$837.34	\$3.52	\$0.70
\$900.01 - \$1000	1	\$980.72	\$3.96	\$0.40
\$1000.01 -	10	\$2,661.93	\$9.17	\$9.17
Total Monthly Cost				\$1,693.22
Summer months	5		\$2,150.13	\$10,750.65
Non-Summer months	7		\$1,693.22	\$11,852.55

Approximate annual costs \$22,603.19

**AUTOMATED
MERCHANT
SYSTEMS**
INCORPORATED
Experts in Electronic Payments



Merrick Bank

135 Crossways Park Drive North, Suite A, Woodbury, NY 11797 | (800)267-2258

**MERCHANT PROCESSING AGREEMENT
APPLICATION AND FEE SCHEDULE**

A Registered Service Provider of Merrick Bank Corporation ("Merrick")

PRINT CLEARLY

ASSOCIATE:	ACCOUNT REP: Matthew Cherry	DATE:
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Corporate/ Legal Name: City of St. Charles		Corporate/ Legal Name: City of St. Charles	
Address (Physical Location): 2 East Main Street		Mailing Address: 2 East Main Street	
City: St. Charles	State: IL Zip: 60174	City: St. Charles	State: IL Zip: 60174
Email Address: gblaha@stcharlesil.gov		Website Address: www.stcharlesil.gov	
Contact Name: Gail Blaha	Title: Utility Billing Manager	Contact Name: (Corporate Office, if Applicable) Gail Blaha	Title: Utility Billing Manager
Business Phone #: (630) 377-4400	Fax #: (630) 377-8034	Business Phone #: (630) 377-4400	Fax #: (630) 377-8034

CHAIN MERCHANT <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Federal Tax ID Number: 36-8006090
TYPE OF BUSINESS: City Government	BUSINESS LICENSE #:
	NUMBER OF YEARS IN BUSINESS 20+ Years

CURRENT PROCESSOR:	POS DEBIT: <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES	NETWORK: MNQWZHLSEYGV8K
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(Z) Star MAC (W) Star East (D) Star West (L) Pulse (V) NYCE (G) Interlink (B) Maestro (R) EBT

TRADE REFERENCES:	
Company:	Contact:
Phone:	Account Type:
Company:	Contact:
Phone:	Account Type:

Authorized Signer (First): MI: Last: Brian Townsend	Title: City Administrator	Phone Number: (630) 377-4422	Email Address: btownsend@stcharlesil.gov
Alternate (First): MI: Last: Christopher Minick	Title: Director of Finance	Phone Number: (630) 377-4478	Email Address: cminick@stcharlesil.gov
Alternate (First): MI: Last:	Title:	Phone Number:	Email Address:

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: when you open an account, we may ask you for information that will allow us to identify you; including a copy of your driver's license or other identifying documents.

THE AGREEMENT IS NOT EFFECTIVE UNTIL SIGNED BELOW:	
Merrick Bank Corporation	Automated Merchant Systems, Inc.
By:	By:
135 Crossways Drive North, Suite A Woodbury, NY 11797	600 North Lake Blvd., Suite 140 Altamonte Springs, FL 32701 407-331-5465
	Date

April 2012 Interchange Rate Schedule

MasterCard

Consumer Cards	Regulated	Reg. w/o Fraud Adj.	Debit Exempt	Prepaid Exempt	Consumer Core	Enhanced	World	World Elite	High Value
Merit 3	0.05% + \$0.21	0.05% + \$0.22	1.05% + \$0.15	1.05% + \$0.15	1.55% + \$0.10	1.73% + \$0.10	1.77% + \$0.10	2.20% + \$0.10	2.20% + \$0.10
Key Enforced	0.05% + \$0.21	0.05% + \$0.22	1.64% + \$0.16	1.64% + \$0.16	1.94% + \$0.10	2.04% + \$0.10	2.05% + \$0.10	2.50% + \$0.10	2.50% + \$0.10
Merit 1	0.05% + \$0.21	0.05% + \$0.22	1.64% + \$0.16	1.64% + \$0.16	1.94% + \$0.10	2.04% + \$0.10	2.05% + \$0.10	2.50% + \$0.10	2.50% + \$0.10
Standard	0.05% + \$0.21	0.05% + \$0.22	1.60% + \$0.26	1.60% + \$0.26	2.95% + \$0.10	2.05% + \$0.10	2.05% + \$0.10	3.25% + \$0.10	3.25% + \$0.10
Small Ticket	0.05% + \$0.22	0.05% + \$0.22	1.65% + \$0.04	1.65% + \$0.04	-----	-----	-----	-----	-----
Commercial Cards	Business	Corporate	Purchasing	Fleet	Bus Enhanced	Business World	Bus World Elite	Corporate World	Corp World Elite
Face To Face	2.20% + \$0.10	2.10% + \$0.10	2.10% + \$0.10	2.50% + \$0.10	2.32% + \$0.10	2.57% + \$0.10	2.42% + \$0.10	2.10% + \$0.10	2.10% + \$0.10
Data Rate III	1.90% + \$0.10	1.90% + \$0.10	1.90% + \$0.10	1.90% + \$0.10	1.92% + \$0.10	1.97% + \$0.10	2.02% + \$0.10	1.90% + \$0.10	1.90% + \$0.10
Data Rate II	2.20% + \$0.10	2.10% + \$0.10	2.10% + \$0.10	2.50% + \$0.10	2.32% + \$0.10	2.57% + \$0.10	2.42% + \$0.10	2.10% + \$0.10	2.10% + \$0.10
Data Rate I	2.65% + \$0.10	2.55% + \$0.10	2.65% + \$0.10	-----	2.77% + \$0.10	2.82% + \$0.10	2.87% + \$0.10	2.65% + \$0.10	2.65% + \$0.10
Standard	2.65% + \$0.10	2.55% + \$0.10	2.65% + \$0.10	-----	3.07% + \$0.10	3.12% + \$0.10	3.17% + \$0.10	2.65% + \$0.10	2.65% + \$0.10
Utility	0.00% + \$1.50	-----	-----	-----	0.00% + \$1.50	0.00% + \$1.50	0.00% + \$1.50	-----	-----
Large Ticket	1.35% + \$40.00	1.35% + \$40.00	1.35% + \$40.00	1.35% + \$40.00	1.37% + \$40.00	1.42% + \$40.00	1.47% + \$40.00	1.35% + \$40.00	1.35% + \$40.00
DR2-F2F Petroleum	2.05% + \$0.10	2.05% + \$0.10	2.05% + \$0.10	2.05% + \$0.10	2.17% + \$0.10	2.10% + \$0.10	2.27% + \$0.10	-----	-----
International Cards	Regulated	Reg. w/o Fraud Adj.	Core	Premium	Super Prem.	Commercial	Purchasing	Comm. Prem.	Non-U.S.
Electronic	0.05% + \$0.21	0.05% + \$0.22	1.10% + \$0.00	1.95% + \$0.00	1.98% + \$0.00	1.85% + \$0.00	2.00% + \$0.00	-----	1.10% + \$0.00
Standard	0.05% + \$0.21	0.05% + \$0.22	1.60% + \$0.00	1.85% + \$0.00	1.98% + \$0.00	2.00% + \$0.00	-----	2.00% + \$0.00	-----
Data Rate II	0.05% + \$0.21	0.05% + \$0.22	-----	-----	-----	-----	1.70% + \$0.00	-----	-----
Large Ticket	0.05% + \$0.21	0.05% + \$0.22	-----	-----	-----	-----	0.00% + \$0.00	-----	-----
Chip	0.05% + \$0.21	0.05% + \$0.22	-----	1.55% + \$0.00	1.98% + \$0.00	-----	-----	-----	-----

Visa

Consumer Cards	Regulated	Reg. w/o Fraud Adj.	Debit Exempt	Prepaid Exempt	Consumer	Signature	Signature Pref.	Rewards
CPS Retail	0.05% + \$0.22	0.05% + \$0.22	0.90% + \$0.15	1.18% + \$0.15	1.51% + \$0.10	-----	2.10% + \$0.10	1.85% + \$0.10
CPS Keyed	0.05% + \$0.22	0.05% + \$0.22	1.65% + \$0.15	1.76% + \$0.20	1.80% + \$0.10	-----	-----	1.85% + \$0.10
CPS Card Not Present	0.05% + \$0.22	0.05% + \$0.22	1.85% + \$0.15	1.76% + \$0.20	1.80% + \$0.10	-----	2.40% + \$0.10	1.85% + \$0.10
E.I.R.F.	0.05% + \$0.22	0.05% + \$0.22	1.75% + \$0.20	1.50% + \$0.20	2.80% + \$0.10	-----	-----	-----
Standard	0.05% + \$0.22	0.05% + \$0.22	1.80% + \$0.25	1.80% + \$0.25	2.70% + \$0.10	-----	2.95% + \$0.10	-----
Preferred eCommerce	0.05% + \$0.22	0.05% + \$0.22	1.80% + \$0.15	1.75% + \$0.20	1.85% + \$0.10	-----	-----	1.85% + \$0.10
Basic eCommerce	0.05% + \$0.22	0.05% + \$0.22	1.85% + \$0.15	1.75% + \$0.20	1.80% + \$0.10	-----	-----	1.85% + \$0.10
Small Ticket	0.05% + \$0.22	0.05% + \$0.22	1.55% + \$0.04	1.60% + \$0.05	1.65% + \$0.04	-----	-----	-----
Commercial Cards	Business Debit	Business	Corporate	Purchasing	Business Enh.	Signature Bus.	Signature Pref.	
Level III	-----	-----	1.05% + \$0.10	1.05% + \$0.10	-----	-----	-----	-----
Level II	-----	2.05% + \$0.10	2.05% + \$0.10	2.05% + \$0.10	2.05% + \$0.10	2.05% + \$0.10	-----	-----
Business 2 Business	-----	2.10% + \$0.10	2.10% + \$0.10	2.40% + \$0.10	2.25% + \$0.10	2.40% + \$0.10	2.40% + \$0.10	-----
Card Not Present	2.45% + \$0.10	2.25% + \$0.10	2.20% + \$0.10	2.65% + \$0.10	2.45% + \$0.15	2.60% + \$0.20	2.60% + \$0.20	-----
Retail	1.70% + \$0.10	2.20% + \$0.10	2.10% + \$0.10	2.40% + \$0.10	2.20% + \$0.10	2.40% + \$0.10	2.30% + \$0.10	-----
Electronic	-----	2.40% + \$0.10	2.75% + \$0.10	2.75% + \$0.10	2.75% + \$0.15	2.85% + \$0.20	2.40% + \$0.10	-----
Standard	2.95% + \$0.20	2.95% + \$0.20	2.95% + \$0.10	2.95% + \$0.10	2.95% + \$0.20	2.95% + \$0.20	2.95% + \$0.10	-----
Utility Fee Program	-----	0.00% + \$1.50	-----	-----	-----	-----	-----	-----
GSA Large Ticket	-----	-----	-----	1.20% + \$30.00	-----	-----	-----	-----
Large Ticket	-----	-----	-----	1.45% + \$38.00	-----	-----	-----	-----
International Cards	Regulated	Consumer	Premium	Super Prem.	Electron	Signature	Signature Pref.	Commercial
Chip	0.05% + \$0.22	1.20% + \$0.00	2.80% + \$0.00	1.87% + \$0.00	1.20% + \$0.00	-----	-----	-----
eCommerce	0.05% + \$0.22	1.44% + \$0.00	1.80% + \$0.00	1.97% + \$0.00	-----	-----	-----	-----
Electronic	0.05% + \$0.22	1.10% + \$0.00	1.80% + \$0.00	1.87% + \$0.00	1.10% + \$0.00	-----	-----	-----
Standard	0.05% + \$0.22	1.80% + \$0.00	1.80% + \$0.00	1.87% + \$0.00	1.60% + \$0.00	-----	-----	-----
International	0.05% + \$0.22	-----	-----	-----	-----	1.80% + \$0.00	1.97% + \$0.00	2.80% + \$0.00
Infinite Card	0.05% + \$0.22	-----	-----	-----	-----	1.97% + \$0.00	-----	-----

Discover

Consumer Cards	Regulated	Reg. w/o Fraud Adj.	Exempt Debit	Core	Rewards	Premium	Premium Plus
Retail	0.05% + \$0.21	0.05% + \$0.22	1.02% + \$0.10	1.56% + \$0.10	1.71% + \$0.10	1.71% + \$0.10	2.10% + \$0.10
Key Entry	0.05% + \$0.21	0.05% + \$0.22	1.62% + \$0.15	1.87% + \$0.10	1.97% + \$0.10	2.00% + \$0.10	2.10% + \$0.10
CNP / eComm	0.05% + \$0.21	0.05% + \$0.22	1.62% + \$0.15	1.87% + \$0.10	1.97% + \$0.10	2.00% + \$0.10	2.30% + \$0.10
MID Submission	0.05% + \$0.21	0.05% + \$0.22	1.72% + \$0.20	2.40% + \$0.10	2.40% + \$0.10	2.40% + \$0.10	2.40% + \$0.10
Base Submission	0.05% + \$0.21	0.05% + \$0.22	1.89% + \$0.25	2.86% + \$0.10	2.95% + \$0.10	2.95% + \$0.10	2.85% + \$0.10
Express Services	0.05% + \$0.21	0.05% + \$0.22	1.80% + \$0.00	1.85% + \$0.00	1.85% + \$0.00	1.85% + \$0.00	2.05% + \$0.00
Recurring Payments	0.05% + \$0.21	0.05% + \$0.22	1.20% + \$0.05	1.20% + \$0.05	1.20% + \$0.05	1.20% + \$0.05	1.80% + \$0.05
Commercial	International						
Base Submission	2.95% + \$0.10	1.70% + \$0.10	-----	-----	-----	-----	-----
Electronic	2.90% + \$0.10	1.88% + \$0.00	-----	-----	-----	-----	-----
Commercial							
Utilities	0.00% + \$1.50	-----	-----	-----	-----	-----	-----
Large Ticket	0.90% + \$20.00	-----	-----	-----	-----	-----	-----

April 2012 Interchange Rate Schedule for Public Sector Merchants Only

MasterCard

Municipal	Regulated	Reg. w/o Fraud Adj.	Debit Exempt	Prepaid Exempt	Consumer Core	Enhanced	World	World Elite	High Value
Public Sect / Emerging Mkt	0.05% + \$0.21	0.05% + \$0.22	0.80% + \$0.25	0.80% + \$0.25	1.55% + \$0.10	1.83% + \$0.10	1.83% + \$0.10	1.85% + \$0.10	1.85% + \$0.10
Utility	0.05% + \$0.21	0.05% + \$0.22	0.00% + \$0.45	0.00% + \$0.45	0.00% + \$0.65	0.00% + \$0.65	0.00% + \$0.65	0.00% + \$0.75	0.00% + \$0.75
Service Industries	0.05% + \$0.21	0.05% + \$0.22	1.15% + \$0.05	1.15% + \$0.05	1.15% + \$0.05	1.15% + \$0.05	1.15% + \$0.05	1.15% + \$0.05	1.15% + \$0.05

Visa

Municipal	Regulated	Reg. w/o Fraud Adj.	Debit Exempt	Prepaid Exempt	Consumer	Signature	Signature Pref.	Rewards
CPS Retail 2	0.05% + \$0.22	0.05% + \$0.22	0.65% + \$0.15	0.65% + \$0.15	1.49% + \$0.05	-----	-----	-----
Utility Fee Program	0.05% + \$0.22	0.05% + \$0.22	0.00% + \$0.65	-----	0.00% + \$0.75	-----	-----	-----
Charity	-----	-----	-----	-----	1.85% + \$0.05	-----	-----	-----

Discover

Municipal	Regulated	Reg. w/o Fraud Adj.	Debit	Core	Rewards	Premium	Premium Plus
Utilities	0.05% + \$0.21	0.05% + \$0.22	0.00% + \$0.75	0.00% + \$0.75	0.00% + \$0.75	0.00% + \$0.75	0.00% + \$0.75
Public Sector	0.05% + \$0.21	0.05% + \$0.22	0.80% + \$0.20	1.50% + \$0.10	1.50% + \$0.10	1.50% + \$0.10	1.50% + \$0.10
Emerging Markets	0.05% + \$0.21	0.05% + \$0.22	0.80% + \$0.20	1.45% + \$0.05	1.45% + \$0.05	1.45% + \$0.05	2.30% + \$0.10

April 2012 Interchange Rate Schedule for T&E Merchants Only

MasterCard

Consumer	Regulated	Reg. w/o Fraud Adj.	Debit Exempt	Prepaid Exempt	Consumer Core	Enhanced	World	World Elite	High Value
Restaurant	0.05 % + \$ 0.21	0.05 % + \$ 0.22	1.19 % + \$ 0.10	1.19 % + \$ 0.10	-----	-----	1.73 % + \$ 0.10	2.20 % + \$ 0.10	2.20 % + \$ 0.10
Convenience Purchases	0.05 % + \$ 0.21	0.05 % + \$ 0.22	-----	-----	1.90 % + \$ 0.00	1.90 % + \$ 0.00	2.00 % + \$ 0.00	2.00 % + \$ 0.10	2.00 % + \$ 0.00
Large Ticket	-----	-----	-----	-----	-----	-----	-----	2.00 % + \$ 0.00	2.00 % + \$ 0.00
World T&E	0.05 % + \$ 0.21	0.05 % + \$ 0.22	-----	-----	-----	-----	2.30 % + \$ 0.10	2.75 % + \$ 0.10	2.75 % + \$ 0.10
Lodging / Auto Rental	0.05 % + \$ 0.21	0.05 % + \$ 0.22	1.15 % + \$ 0.15	1.15 % + \$ 0.15	1.58 % + \$ 0.10	1.50 % + \$ 0.10	-----	-----	-----
Service Station	0.05 % + \$ 0.21	0.05 % + \$ 0.22	0.70 % + \$ 0.17	0.70 % + \$ 0.17	-----	-----	-----	-----	-----
Petroleum	0.05 % + \$ 0.21	0.05 % + \$ 0.22	0.70 % + \$ 0.17	0.70 % + \$ 0.17	1.90 % + \$ 0.00	1.90 % + \$ 0.00	2.00 % + \$ 0.00	2.00 % + \$ 0.00	2.00 % + \$ 0.00
Passenger Transport	0.05 % + \$ 0.21	0.05 % + \$ 0.22	1.60 % + \$ 0.15	1.60 % + \$ 0.15	1.85 % + \$ 0.10	1.85 % + \$ 0.10	-----	-----	-----
Commercial	Business	Corporate	Purchasing	Fleet	Bus Enhanced	Business World	Bus World Elite	Corp. World	Corp. World Elite
T & E I	2.50 % + \$ 0.00	2.50 % + \$ 0.00	2.65 % + \$ 0.00	2.70 % + \$ 0.00	2.82 % + \$ 0.00	2.67 % + \$ 0.00	2.72 % + \$ 0.00	2.50 % + \$ 0.10	2.50 % + \$ 0.10
T & E II	2.55 % + \$ 0.00	2.35 % + \$ 0.10	2.60 % + \$ 0.30	2.55 % + \$ 0.10	2.47 % + \$ 0.10	2.62 % + \$ 0.10	2.57 % + \$ 0.10	2.35 % + \$ 0.10	2.30 % + \$ 0.10
T & E III	2.30 % + \$ 0.00	2.30 % + \$ 0.10	2.45 % + \$ 0.30	2.50 % + \$ 0.10	2.42 % + \$ 0.10	2.47 % + \$ 0.10	2.52 % + \$ 0.10	2.30 % + \$ 0.10	2.30 % + \$ 0.10

Visa

Consumer	Regulated	Reg. w/o Fraud Adj.	Debit Exempt	Prepaid Exempt	Consumer
Restaurant	0.05 % + \$ 0.22	0.05 % + \$ 0.22	1.19 % + \$ 0.10	1.15 % + \$ 0.15	1.64 % + \$ 0.10
Hotel/Car Card Present	0.05 % + \$ 0.22	0.05 % + \$ 0.22	1.19 % + \$ 0.10	1.15 % + \$ 0.15	1.64 % + \$ 0.10
Hotel/Car Card Not Present	0.05 % + \$ 0.22	0.05 % + \$ 0.22	1.70 % + \$ 0.35	1.75 % + \$ 0.20	1.64 % + \$ 0.10
Service Station/Auto Fuel	0.05 % + \$ 0.22	0.05 % + \$ 0.22	0.80 % + \$ 0.15	1.15 % + \$ 0.15	1.15 % + \$ 0.25
Passenger Transport CP	0.05 % + \$ 0.22	0.05 % + \$ 0.22	1.10 % + \$ 0.10	1.15 % + \$ 0.15	1.20 % + \$ 0.10
Passenger Transport CNP	0.05 % + \$ 0.22	0.05 % + \$ 0.22	1.70 % + \$ 0.15	1.75 % + \$ 0.20	1.70 % + \$ 0.10

Commercial	Travel Service
Regulated	0.05 % + \$ 0.22
Business	2.40 % + \$ 0.10
Corporate	2.55 % + \$ 0.10
Purchasing	2.45 % + \$ 0.10
Signature Pref.	2.40 % + \$ 0.10

Discover

Consumer	Regulated	Reg. w/o Fraud Adj.	Debit	Core	Rewards	Premium	Premium Plus
Restaurant	0.05 % + \$ 0.21	0.05 % + \$ 0.22	1.19 % + \$ 0.10	1.59 % + \$ 0.10	1.90 % + \$ 0.10	2.20 % + \$ 0.10	2.50 % + \$ 0.10
Hotel/Car Rental	0.05 % + \$ 0.21	0.05 % + \$ 0.22	1.25 % + \$ 0.16	1.59 % + \$ 0.10	1.90 % + \$ 0.10	2.30 % + \$ 0.10	2.50 % + \$ 0.10
Passenger Transport	0.05 % + \$ 0.21	0.05 % + \$ 0.22	1.50 % + \$ 0.18	1.75 % + \$ 0.10	1.90 % + \$ 0.10	2.30 % + \$ 0.10	2.50 % + \$ 0.10
Petroleum	0.05 % + \$ 0.21	0.05 % + \$ 0.22	0.78 % + \$ 0.16	1.05 % + \$ 0.05	1.73 % + \$ 0.05	1.73 % + \$ 0.05	1.73 % + \$ 0.05

Interchange Markup Program Fees	MasterCard	Visa	Discover	Amex / Other
Interchange MARKUP	0.20 %	0.20 %	0.20 %	---
Assessments (rate)	0.1100 %	0.1100 %	0.1050 %	---
Assessments (rate) transactions above \$1,000.00	0.1300 %	0.1100 %	0.1050 %	---
NIC(NABU) - VS(APF) - DS(DDUC)	\$ 0.0185	\$ 0.0185	\$ 0.0185	---
Visa Base II Fee	-----	\$ 0.0030	-----	---
PCI NON-Compliance Fee (add to MARKUP)	0.05 %	0.05 %	0.05 %	---

Per Transaction Fees	MasterCard	Visa	Discover	Amex / Other
Authorization / Decline Fee Credit	\$ 0.10	\$ 0.10	\$ 0.10	\$ 0.15
Capture Fee Credit	\$ 0.05	\$ 0.05	\$ 0.05	\$ 0.05
Authorization/Decline Fee Debit	\$ _____	\$ _____	\$ _____	\$ _____
Capture Fee Debit	\$ _____	\$ _____	\$ _____	\$ _____

Visa Miscellaneous Per Transaction Fees	MasterCard Miscellaneous Per Transaction Fees
Zero Dollar Verification Fee	Partial/ Full Reversal of Authorization Fee
Misuse of Authorization Fee	Account Status Inquiry International Fee
Zero Floor Limit Fee	Account Status Inquiry International Fee
Processing Integrity Fee	Processing Integrity Fee
\$ 0.025	\$ 0.045
\$ 0.045	\$ 0.025
\$ 0.100	\$ 0.030
\$ 0.100	\$ 0.045

"Exceptions" Per Transaction Fees	MasterCard	Visa	Discover	Amex / Other
Voice Authorization	\$ 0.75	\$ 0.75	\$ 0.75	---
Chargebacks	\$ 15.00	\$ 15.00	\$ 15.00	---
ACH Reject Fee	\$ 30.00	\$ 30.00	\$ 30.00	---

Non-US Issued Cards Used at US Merchant Fees	MasterCard	Visa	Discover	Amex / Other
International Cross Border USD Fees	0.49 %	0.40 %	0.40 %	---
International Cross Border Non-USD Fees	0.80 %	-----	-----	---
International Acquirer Processing Fees	0.55 %	0.45 %	0.55 %	---

Note: (Cross Border USD + Acquirer Fee OR Cross Border Non-USD + Acquirer Fee)

Merchant Account Fees	MasterCard	Visa	Discover	Amex / Other
Monthly Statement Fee	-----	7.50	-----	---
Monthly Minimum Fee	-----	10.00	-----	---

Miscellaneous Fees
Internet Gateway Monthly Fee
Internet Gateway Per Transaction Fee
No Per Transaction Fee for the first _____ Transactions per calendar
Reporting Fee (Per User ID) (Optional)
\$ _____

The parties hereto agree to abide by the terms and conditions contained in the Merchant Processing Agreement to which this signature page is attached and Merchant agrees by signing this document that Merchant has received a copy of the Merchant Processing Agreement and Operating Procedures Guide.
MERCHANT: The undersigned hereby authorizes Merriek and/or Automated Merchant Systems, Inc. to investigate the credit of each person listed on the Merchant Application and Fee Schedule and represents that he/she has the authority to provide such authorization and to execute this Agreement.

Merchant: City of St. Charles

Witness of Merchant Signature

Date

Signature of Officer/Owner

Print Name

Title

Print Name

Title

MERCHANT SIGNATURE AUTHORIZATION

Name of Government Entity: City of St. Charles

The undersigned certifies and agrees to as follows:

1. The undersigned and any of the persons identified below are duly authorized to sign this Agreement and bind the governmental entity indicated above to it. If any official indicated below resigns or is replaced, that official's successor(s) in office shall be deemed to have signed this certification and the Agreement.
2. The persons listed below are duly authorized to act for and on behalf of the governmental entity indicated above in any manner relating to this Agreement.
3. Both AMS and Merrick may rely on the authority granted in this certification and the undersigned official represent and warrants that this certification shall remain in full force and effect until revoked upon written notice to AMS.
4. The following are the names, titles and genuine signatures of the persons authorized by this certification:

TITLE	PRINT NAME	SIGNATURE
City Administrator	Brian Townsend	
Director of Finance	Christopher Minick	

I have subscribed my name as the official indicated above as of _____, _____ (date)

Signature: _____ Print Name: _____

Title: _____

MERCHANT INQUIRY:

Has Merchant or Owners/Principals ever been terminated from accepting payment cards from any payment network for this business or any other businesses?

☐ NO ☐ YES (if yes, please explain) _____

How Many Chargebacks Last Year? _____ Total Amount: \$ _____

Please Mark all Card Types Accepted and Initial Here: _____

(Initials)

☒ Debit Cards: VMC (consumer signature cards/ all foreign issued cards/ PIN debit cards)

*For Details on how these transactions qualify at each level, please refer to your Operating Procedures Guide.

☒ Other Cards: VMC (business credit/debit, consumer credit, & all foreign issued cards)

MERCHANT PROCESSING AGREEMENT TERMS AND CONDITIONS

This is a Merchant Processing Agreement ("Agreement") entered into as of the date accepted by Processor (defined below) and is by and among Merrick Bank, a Utah state chartered bank ("Member Bank"), Automated Merchant Systems, Inc. ("AMS") and the governmental entity (the "Merchant") that signed the attached Merchant Application.

BACKGROUND INFORMATION

Member Bank is a member/bank of both Visa U.S.A. Incorporated ("Visa"), MasterCard International ("MasterCard"), and DFS Services, LLC ("Discover") (each a "Payment Brand"). Member Bank and AMS have entered into an agreement whereby AMS acts as Member Bank's sales agent and provides certain services to Merchant through various third party service providers (AMS and such third party service providers shall hereinafter collectively be referred to as "Processor"). Merchant desires to accept Debit Cards and/or Other Cards as defined below, and as indicated on the Merchant Application validly issued by a Payment Brand. Member Bank and Processor agree to provide such services in accordance with the terms and conditions set forth below. Accordingly, the parties to this Agreement, intending to be legally bound, agree as follows:

OPERATIVE PROVISIONS

1. **Services; Operating Procedures Guide.** Member Bank and Processor agree to provide to Merchant, at Merchant's U.S. locations identified in the Application (as defined below), bankcard processing and settlement services (the "Services") in accordance with the terms and conditions of this Agreement and the Operating Procedures Guide, the terms of which are incorporated by reference and made a part of this Agreement. Merchant agrees to use Member Bank to sponsor and process its Payment Brand branded Card transactions.

2. **Definitions.** Unless otherwise provided, the capitalized terms used in this Agreement have the meanings designated in the Operating Procedures Guide. "Debit Card" means all Payment Brand cards issued by a non-U.S. bank, a Payment Brand card issued by a U.S. bank that accesses a consumer's asset account within 14 days after purchase, including but not limited to stored value, prepaid, payroll, EBT, gift, and Visa consumer check cards, and debit cards validly issued by the debit card networks indicated on the Merchant Application such as on-line (PIN-based) cards. "Other Cards" means all cards issued by a non-U.S. bank and all Payment Brand cards other than Debit Cards, including but not limited to business and consumer credit cards and business debit cards. The category of card acceptance that you have indicated on the Merchant Application will collectively be referred to as "Cards".

3. **Payment Brand Regulations.** All Card Transactions and this Agreement are subject to, and the parties agree to be bound by, applicable Payment Brand operating rules and regulations ("Payment Brand Regulations"). The Payment Brand Regulations include the Payment Card Industry Data Security Standard, the Consortium Merchant Negative File published by Discover, Discover Information Security Compliance, Visa Cardholder Information Security Program and MasterCard's Site Data Protection Program, as may be amended, supplemented or replaced from time to time. Merchant is responsible for demonstrating its own, its agents, and its services' compliance with Payment Brand Regulations as they may be amended from time to time. Processor is not responsible for providing copies of the Payment Brand Regulations, and makes no representations or warranties regarding the accuracy of any summaries of Payment Brand Regulations it may provide. Processor is not liable for any non-compliance or any costs of such non-compliance by Merchant of any Payment Brand Regulation. If there is a conflict between this Agreement and the Payment Brand Regulations, the Payment Brand Regulations will apply. Merchant will pay Processor and Member Bank immediately for all Payment Brand fines, fees, penalties and all other assessments or indebtedness levied by any Payment Brand to Processor and/or Member Bank which are attributable, at Member Bank's discretion, to Merchant's Transaction processing or business, and any other loss, liability, assessment or fine incurred arising out of Merchant's breach of this Section. AMS may not subcontract, sublicense, assign, license, franchise or in any manner extend or transfer to any third party any right or obligation of AMS.

4. **Fees.** The Fees and other charges to be charged by Member Bank and Processor to Merchant for the services provided under this Agreement are set forth in the Merchant Application and Fee Schedule (the "Application"), which is made a part of this Agreement. The Discount Rate shall be charged on all new sales (i.e. sale transactions not including "returns" or credits to cardholders). Processor may change such Fees from time to time upon 10 days prior written notice to Merchant. The Fees set forth in the Application do not include, and Merchant hereby agrees to pay, all fees, charges, penalties, fines, assessments and additional or increased costs of any nature that may be charged by the Payment Brands or other third party, whether charged to or directly or indirectly incurred by Processor in connection with matters contemplated by the Agreement, including without limitation, adjustment fees and interchange fees. Interchange fees charged hereunder will not be credited back to Merchant if a transaction is subsequently reversed or otherwise processed as a credit.

5. **Card Transactions.** In addition to the requirements for Card Transactions set forth in the Operating Procedures Guide and Payment Brand Regulations, Merchant agrees that it will not (a) deposit into its Bank Account any Sales Draft or Credit Draft for any Card Transaction between a Cardholder and an entity other than Merchant; (b) accept cash payments from a Cardholder for previous Card Transactions; or (c) make a cash disbursement to a Cardholder arising out of a Card Transaction or any other use of a Card.

6. Merchant's Account

a. Merchant shall establish, and at all times during the term of the Agreement, maintain one or more Accounts with an institution in order to facilitate payment of amounts due from time to time under this Agreement, which institution and Account shall be identified in the Application. To secure the extension of credit and Merchant's obligations under this Agreement including, without limitation, Merchant's obligation to pay chargebacks, Merchant grants to Member Bank and AMS a security interest in its deposited Sales Drafts and all funds maintained in the Account(s).

b. All credits, charges and debits in connection with Card Transactions and other amounts owing under this Agreement shall be made to Merchant's Account, including without limitation, all Fees, Adjustments and Chargebacks. Merchant authorizes Member Bank, without notice to Merchant, to credit or debit the Account(s). Any Fees or other charges not collected by Member Bank or Processor through a debit to the Account, for whatever reason, shall be invoiced to Merchant by Member Bank or Processor and are due upon Merchant's receipt of such invoice.

c. If Merchant has more than one deposit account with its institution, any or all of such accounts may be treated as the Account and may be credited, charged or debited in connection Card Transactions and other amounts owing under this Agreement as Member Bank or Processor may determine; provided, that Merchant may designate a particular Account with respect to certain amounts to be credited, charged or debited from time to time by Member Bank in connection with particular Card Transactions. Member Bank agrees to comply with such designation so long as the designated Account(s) contain sufficient funds to satisfy such charges or debits.

d. If a debit or Chargeback to the Account results in an overdraft, Merchant shall immediately deposit with institution an amount sufficient to cover such overdraft and any related service charges or fees.

e. All funds credited and debited to the Account(s) are subject to review, verification and acceptance by Member Bank and Processor. Member Bank may withhold crediting of questionable items pending verification, investigation and confirmation.

f. If Merchant desires to change the Account, Merchant shall notify Member Bank and Processor in writing at least ten (10) days prior to the effective date of the change and shall follow Member Bank's and Processor's procedures for completing the change.

7. Display of Service Marks, Advertising and Promotional Materials

a. Merchant shall prominently display at each Authorized Location any service marks, identification logos and any other promotional materials (collectively, the "Service Marks") the Payment Brands furnish to Merchant to alert Cardholders that Cards will be honored at Merchant's Authorized Locations. This requirement shall not apply to private clubs or other merchants that do not serve the general public or other class of merchants exempted by a Payment Brand. The Service Marks for each Payment Brand must be at least the dimension of and as prominent as any other card program mark or logo displayed.

b. Merchant may use the Service Marks only to indicate that Cards are accepted by Merchant for payment. Merchant shall not state, imply or use the Service Marks to indicate that Processor or any Payment Brand endorses, sponsors, produces, offers, sells or is affiliated with any of Merchant's goods or services.

c. Merchant shall not refer to Processor or any Card or Payment Brand in stating eligibility for Merchant's merchandise, services or membership.

d. Merchant's use of the Service Marks of any Payment Brand shall be governed by the Payment Brand's Regulations and Merchant shall not use any Service Marks in a direct mail solicitation without prior written approval of the applicable Payment Brand.

e. Merchant's right to use or display the Service Marks shall continue so long as this Agreement remains in effect, unless Processor directs that such use or display shall cease. Merchant acknowledges that the Service Marks are the property of the applicable Payment Brand and Merchant shall not infringe upon the Service Marks.

f. If Merchant has requested signage for the purpose of indicating acceptance of Debit Cards, Merchant must display such signage for a minimum of 3 months from delivery of such signage to Merchant. All point of sale displays or websites must include either appropriate Service Marks to indicate acceptance of Debit and Other Cards or Payment Brand approved signage to indicate acceptance of the limited acceptance category Merchant has selected.

g. If Merchant has requested Payment Brand bank identification numbers, Merchant must only use the bank identification numbers for product identification purposes at the point of sale, and not disclose this proprietary and confidential information to any third party without prior written permission from the applicable Payment Brand.

8. **Term.** This Agreement will be effective as of the date it is accepted by Member Bank and Processor and will continue in effect for a term of three (3) years following such date (the "Initial Term"), unless earlier terminated as provided for below. Following the Initial Term, this Agreement will automatically renew for additional one year renewal terms, unless a party provides written notice to the other parties of its intent not to renew this Agreement at least ninety (90) days prior to the expiration of the then current Term (a "Termination Notice"). If a party provides a Termination Notice to the other parties, this Agreement shall terminate on the expiration of the then current Term.

9. **Events of Default.** An "Event of Default" shall mean the occurrence or existence of one or more of the following events or conditions, whatever the reason for such Event of Default and whether voluntary, involuntary or effected by operation of law: (a) Merchant fails to pay any obligation under this Agreement to Member Bank or Processor when due; (b) any representation or warranty made by Merchant under this Agreement, the Application or any financial statement, certificate, report, exhibit or document required to be furnished by Merchant to Member Bank or Processor pursuant to this Agreement shall prove false or misleading in any material respect as of the time when made, including any omission of material information necessary to make such representation, warranty or statement not misleading or the failure to provide required information; (c) Merchant shall default in the performance or observance of any covenant, agreement or duty under this Agreement or any Payment Brand Regulation; (d) Merchant is no longer allowed by a Payment Brand to accept such Payment Brand's Cards as payment or Merchant's name appears on a Payment Brand's terminated merchant file; (e) Member Bank or Processor reasonably conclude that any criminal, fraudulent, unauthorized or suspicious activity has occurred or is imminent with respect to Merchant's acceptance of Cards or Merchant's performance under this Agreement; (f) there is an unexplained material change in Merchant's processed volume, average ticket size or mode of sale; (g) Member Bank or Processor reasonably conclude that there exists a risk of an abnormal level of Chargebacks or that Merchant may not fund Chargebacks, fees or other charges as they occur; (h) Merchant has defaulted on any obligation for borrowed money and the effect thereof may permit the holder of such indebtedness to accelerate the time when repayment is due; (i) there is an adverse material change in Merchant's business, operations, financial condition, properties, assets or prospects; (j) one or more judgments against Merchant, for the payment of money remain unsatisfied, or stay of judgment for a period of 45 consecutive days; (k) Merchant's lender takes possession of Merchant's inventory; (l) a writ or warrant of attachment, garnishment, execution, or similar process shall have been issued against Merchant or any of its assets; (m) a proceeding shall have been instituted with respect to Merchant (1) seeking an order for relief or a declaration entitling a finding that Merchant is insolvent or seeking a similar declaration or finding, or seeking dissolution, winding up, charter revocation or forfeiture, liquidation, reorganization, arrangement, adjustment, composition or other similar relief with respect to Merchant, its assets or its debts under any law relating to bankruptcy, insolvency, relief of debtors or protection of creditors, termination of legal entities or any other similar law now or hereafter in effect, or (2) seeking appointment of a receiver, trustee, custodian, liquidator, assignee, sequestrator or other similar official for Merchant or for all or any substantial part of its assets; or (n) Merchant shall become insolvent, shall become generally unable to pay its debts as they become due, shall voluntarily suspend transaction of its business, shall make a general assignment for the benefit of creditors, shall institute a proceeding described in subsection (n)(1) above, or shall consent to any such order for relief, declaration, finding or relief described herein, shall institute a proceeding described in subsection (n)(2) above, or shall consent to any such appointment or to the taking of possession by any such official of all or any substantial part of its assets, shall dissolve, windup, revoke or forfeit its charter (or other constituent documents) or liquidate itself or any substantial part of its assets, or shall take any action in furtherance of any of the foregoing; or (o) accept a Card for an unlawful internet gambling transaction. Merchant shall notify Member Bank and Processor in writing immediately upon becoming aware of an Event of Default, or an event which, with the passing of time or the giving of notice, or both, would constitute an Event of Default.

10. **Remedies Upon Event of Default.** Upon the occurrence of any Event of Default, Member Bank and Processor may employ any or all of the following remedies if deemed appropriate: (a) terminate this Agreement immediately upon notice to Merchant; (b) without prior notice to Merchant, refuse to accept or revoke acceptance of any Sales Draft or Credit Draft, or the electronic transmission thereof if applicable, received by Member Bank or Processor on or at any time after the occurrence of any Event of Default; (c) without prior notice to Merchant, Member Bank may debit Merchant's Account in an amount equal to any amount then owed to Member Bank or Processor; (d) establish a reasonable reserve using Merchant funds in Member Bank's possession to cover foreseeable Chargebacks, Payment Brand fines or assessments, cardholder credits or fees; (e) increase the Fees payable by Merchant hereunder commensurate with the increased risk; (f) require Merchant to deposit, as cash collateral, such amounts as Member Bank or Processor may require to secure Merchant's obligations hereunder; (g) report to one or more credit reporting agencies any outstanding Merchant or guarantor indebtedness to Member Bank or Processor; or (h) take such other action as may be permitted by law.

11. **Early Termination Fee.** For purposes of this Section 11, a "Early Termination" shall mean: (i) a termination of this Agreement by Member Bank or Processor following an Event of Default specified in Section 9 above; (ii) a termination of this Agreement by Merchant for any reason whatsoever, other than following written Termination notice given by Merchant pursuant to Section 8 or 13; or (iii) Merchant's deposit of its Payment Brand branded bankcard transactions with any entity other than Member Bank. Merchant's payment of the monthly minimum discount shall not fulfill Merchant's obligation to Processor. The parties agree that the actual damages which will result to Processor from an Early Termination are not readily ascertainable as of the effective date of this Agreement. In addition, Merchant acknowledges and agrees that in reliance on this Agreement and other long-term agreements, Processor will incur additional long-term costs, including without limitation, computer hardware, software, and labor. Accordingly, upon the occurrence of an Early Termination, Merchant shall pay to Processor, in addition to all amounts owed each for the services provided to Merchant pursuant to this Agreement, an amount equal to the greater of (i) \$500.00; or (ii) thirty percent (30%) of the average total monthly fees incurred during the preceding 6 months (or shorter period if this Agreement has not been in effect for 6 months), times the number of months, or portion thereof, remaining in the then current Term of this Agreement. The parties intend that the Early Termination Fee be in lieu of Processor's lost profits for the remainder of the term of this Agreement, but not in lieu of any other damages to which Processor might otherwise be entitled arising out of wrongful acts or omissions of Merchant.

12. **Change in Merchant's Business.** Merchant shall provide Member Bank and Processor at least thirty (30) days prior written notice of its intent to change in any way the basic nature of its business, including without limitation, a change in the types of merchandise or services sold, or the method of selling such products or services. Upon its receipt of notice of such change, Member Bank and Processor shall have the right to terminate this Agreement without further obligation upon providing to Merchant thirty (30) days prior written notice.

13. **Termination by Merchant.** Merchant may terminate this Agreement upon thirty (30) days prior written notice to Member Bank and Processor in the event of (a) receipt by Merchant of notice of any increase in Fees payable to Member Bank and Processor pursuant to Section 4 hereof (excluding pass-through fees payable to a Payment Brand or other third party, or Fee Increases pursuant to Section 10); or (b) any material amendment or modification to this Agreement made by Member Bank or Processor pursuant to Section 20 hereof which adversely affects Merchant in any material respect (excluding material amendments or modifications required due to changes to an Payment Brand Regulation or applicable federal, state or local law or regulation). Merchant's right to terminate pursuant to this Section 13 shall expire thirty (30) days following Merchant's receipt of notice of any such Fee increase or material amendment or modification. If this Agreement is terminated, regardless of cause, Member Bank may withhold and discontinue the disbursement for all Card Transactions in the process of being collected and deposited. If termination is due to the occurrence of an Event of Default or if Merchant otherwise breaches this Agreement, Merchant acknowledges that Member Bank or Processor may be required to report Merchant's business name and the names and other identification of its principals to the MATCH file maintained by the Payment Brands. Merchant expressly agrees and consents to such reporting if Merchant is terminated for any reason requiring listing on the MATCH file. Merchant waives and will hold harmless Member Bank and AMS from any claims that Merchant may raise as a result of Member Bank or Processor MATCH file reporting. Merchant will also immediately cease requesting Authorizations. If Merchant obtains any Authorization after termination, the fact that any Authorization was requested or obtained will not restate this Agreement. Further, Merchant will return all Member Bank or AMS property, forms, or equipment. All obligations for Transactions prior to termination (including payment for Chargebacks and Member Bank's expenses relating to Chargebacks) survive termination. Neither Member Bank nor AMS is liable to Merchant for damages (including prospective sales or profits) due to termination. Following termination, Merchant will upon request provide Member Bank and AMS with all original and electronic copies of Sales Drafts and Credit Drafts that have been retained by Merchant as of the date of termination. Upon termination, any amounts due to Member Bank or AMS will accelerate and be immediately due and payable, without any notice, declaration or other act whatsoever.

14. **Credit Inquiries; Reporting; Financial Statements.** Merchant authorizes Member Bank and Processor to make any credit inquiries they consider necessary to accept or to renew their acceptance of this Agreement. Merchant also authorizes any person or credit reporting agency to compile information to answer such credit inquiries and to furnish such information to Member Bank and Processor. Merchant agrees to provide to Processor such financial statements or other information concerning Merchant's business or operations as may be requested by Processor from time to time, in appropriate detail, promptly upon request by Processor. Upon request by Processor, Merchant shall furnish to Processor, within 120 days after the end of Merchant's fiscal year, an audited financial statement of profit and loss for such fiscal year and an audited balance sheet as of the end of such fiscal year. Processor may, at its discretion, accept unaudited financial statements prepared by a public accounting firm.

15. **Representation and Warranties.** Merchant makes the following representations and warranties which shall be true and correct on the date of this Agreement and at all times thereafter: (a) all information contained in Merchant's Application or any other document delivered to Member Bank and Processor in connection therewith or with this Agreement is true and complete in all material respects; (b) Merchant has the power to execute, deliver and perform this Agreement; (c) this Agreement is duly authorized and will not violate any provisions of law, or conflict with any other agreement to which Merchant is subject or by which Merchant's assets are bound; (d) Merchant has all required licenses, if any, to conduct its business and is qualified to do business in every jurisdiction where it is required to do so; (e) there is no action, suit or proceeding at law or in equity pending, or to the knowledge of Merchant, threatened, by or against or affecting Merchant which if adversely decided to Merchant would impair the right of Merchant to carry on its business substantially as now conducted or adversely affect its financial condition or operations in any material respect; and (f) Merchant is not now, nor shall it in the future, become engaged in any method of selling which is now or in the future set forth in the Operating Procedures Guide as an "Unacceptable Selling Method."

16. **Hold Harmless.** To the extent permissible under applicable law, Merchant agrees to hold harmless Member Bank and Processor, their respective affiliates, directors, officers, employees and agents from all claims, liabilities, loss, damage, and expenses of any nature (including fees and expenses of legal counsel and costs of litigation) arising from or in connection with: (a) any dispute or claim made by a Cardholder with respect to a Card Transaction, including but not limited to, any such dispute concerning the quality, fitness or delivery of merchandise or the performance or quality of services; and (b) the failure of Merchant to comply with the provisions of this Agreement, Payment Brand Regulations or applicable federal, state or local laws and regulations.

17. **CHOICE OF LAW; JURISDICTION; WAIVER.** THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF IN WHICH MERCHANT IS LOCATED. MERCHANT, MEMBER BANK AND PROCESSOR HEREBY IRREVOCABLY AND UNCONDITIONALLY: (A) AGREE THAT ANY ACTION, SUIT OR PROCEEDING BY ANY PERSON ARISING FROM OR RELATING TO THIS AGREEMENT OR ANY STATEMENT, COURSE OF CONDUCT, ACT, OMISSION OR EVENT OCCURRING IN CONNECTION WITH THIS AGREEMENT (COLLECTIVELY, "RELATED LITIGATION") MUST BE BROUGHT IN A STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE COUNTY AND STATE IN WHICH MERCHANT IS LOCATED; (B) SUBMIT TO THE JURISDICTION OF SUCH COURTS; (C) WAIVE ANY OBJECTION WHICH IT MAY HAVE AT ANY TIME TO THE LAYING OF VENUE OF ANY RELATED LITIGATION BROUGHT IN ANY SUCH COURT; (D) WAIVE ANY CLAIM THAT ANY SUCH RELATED LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM, AND WAIVE ANY RIGHT TO OBJECT, WITH RESPECT TO ANY RELATED LITIGATION BROUGHT IN ANY SUCH COURT, THAT SUCH COURT DOES NOT HAVE JURISDICTION OVER MERCHANT OR PROCESSOR; (E) CONSENT AND AGREE TO SERVICE OF ANY SUMMONS, COMPLAINT OR OTHER LEGAL PROCESS IN ANY RELATED LITIGATION BY REGISTERED OR CERTIFIED U.S. MAIL, POSTAGE PREPAID, TO MERCHANT AT THE ADDRESS IN THE APPLICATION AND CONSENTS AND AGREES THAT SUCH SERVICE SHALL CONSTITUTE IN EVERY RESPECT VALID AND EFFECTIVE SERVICE (BUT NOTHING HEREIN SHALL AFFECT THE VALIDITY OR EFFECTIVENESS OF PROCESS SERVED IN ANY OTHER MANNER PERMITTED BY LAW); AND (F) WAIVE THE RIGHT TO TRIAL BY JURY IN ANY RELATED LITIGATION. THE PREVAILING PARTY IN ANY RELATED LITIGATION SHALL BE ENTITLED TO RECOVER ITS REASONABLE ATTORNEY'S FEES, COST AND EXPENSES.

18. **LIMITATION OF LIABILITY.** TO THE FULLEST EXTENT PERMITTED BY LAW, NO CLAIM MAY BE MADE BY MERCHANT AGAINST MEMBER BANK OR PROCESSOR OR ANY OF THEIR RESPECTIVE AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS OF ANY OF THEM FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES IN RESPECT OF ANY CLAIM ARISING FROM OR RELATING TO THIS AGREEMENT OR ANY STATEMENT, COURSE OF CONDUCT, ACT, OMISSION OR EVENT OCCURRING IN CONNECTION WITH THIS AGREEMENT UNLESS SUCH CLAIM ARISES FROM THE WILLFUL MISCONDUCT OF THE MEMBER BANK OR PROCESSOR AND MERCHANT HEREBY WAIVES, RELEASES AND AGREES NOT TO SUE UPON ANY SUCH CLAIM FOR ANY SUCH DAMAGES, WHETHER SUCH CLAIM PRESENTLY EXISTS OR ARISES HEREAFTER AND WHETHER OR NOT SUCH CLAIM IS KNOWN OR SUSPECTED TO EXIST IN ITS FAVOR.

19. **Debit Card Acceptance.** Merchant may accept Debit Cards supported by Processor. If the Debit Card requires a personal identification number ("PIN") Merchant will comply with the following:

a. Merchant will attempt to settle in good faith any dispute between Merchant and a Cardholder involving a Debit Card transaction. Merchant will establish a fair, consistent policy for the exchange and return of merchandise and for the adjustment of amounts due on Debit Card sales. Merchant will promptly initiate a refund to the customer (which may be made in cash, by an adjustment draft or with a check or cashier's check, as permitted by the Payment Brand Regulations) whenever Merchant determines that a Debit Card transaction should be canceled or reversed.

b. Except as the debit network may permit, Merchant will not make any cash refunds or payments for returns or adjustments on Debit Card transactions but will instead complete an adjustment form provided or approved by Processor. The Debit Card Sales Draft for which no refund or return will be accepted by Merchant must be clearly and conspicuously marked (including on the Cardholder's copy) as "final sale" or "no return" and must comply with the Payment Brand Regulations.

c. Merchant will refer Debit Card Cardholders with questions or problems to the institution that issued the Debit Card. Merchant will cooperate with Processor and with each applicable debit network and its other members to resolve any alleged errors relating to transactions. Merchant will permit and will pay all expenses of periodic examination and audit of functions related to each debit network, at such frequency as the applicable Debit Network deems appropriate. Audits will meet debit network standards, and the results will be made available to the debit network.

d. Merchant may not process a Credit Card transaction in order to provide a refund on a PIN Debit Card transaction. All debit transactions must be authorized and processed electronically. If authorization is not available at the time of sale, Merchant must request another form of payment from its customer. Merchant may process the transaction as a Store and Forward or Resubmission, in which case Merchant assumes the risk that the transaction fails to authorize or otherwise declines.

e. A PIN Debit Card transaction may not be completed without the PIN being entered into the PIN pad only by the Cardholder. Merchant may not accept the PIN from the Cardholder verbally or in written form.

f. Cardholders must be issued a receipt upon successful completion of a Debit Card Transaction. Any applicable tax must be included in the total Debit Card Transaction amount for which authorization is requested. Tax may not be separately collected in cash.

g. Merchant is responsible for all applicable adjustment fees that may be charged by a Debit Card network. An adjustment is a transaction that is initiated to correct a PIN Debit Card transaction that has been processed in error.

h. Merchant may not engage in Electronic Benefit Transfers. An Electronic Benefit Transaction is one in which cash is given to a customer without the purchase of goods or services. Merchant further agrees that it shall not offer cash back to customers when such customers make a PIN Debit Card purchase.

i. Merchant is responsible for securing terminals and for instituting appropriate controls to prevent employees or others from submitting refunds and voids that do not reflect bona fide returns or reimbursements of prior transactions.

20. MISCELLANEOUS PROVISIONS.

a. Merchant shall not subcontract, assign or transfer any interest, obligation or right under this Agreement without the prior written consent of Member Bank and Processor. Any dissolution, merger, consolidation, reorganization or transfer of substantially all assets or a controlling percentage of the corporate stock of Merchant shall constitute an assignment of this Agreement. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns. Processor and Member Bank may transfer their respective rights and responsibilities hereunder to another institution authorized by the Payment Brand Regulations to hold such rights without Merchant's consent.

b. This Agreement may be modified by Member Bank to comply with any amendments or additions to the Payment Brand Regulations upon 30 days prior written notice to the Merchant.

c. No party shall, by the mere lapse of time, without giving notice or taking other action, be deemed to have waived any of their rights under this Agreement. No waiver of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of this Agreement.

d. In order to maintain quality service, Member Bank or Processor may monitor or record telephone communications with Merchant.

e. No party shall be liable for any loss or damage due to causes beyond its control, including earthquakes, war, fire, flood, power failure, acts of God or other catastrophes.

f. Each party and each person signing on behalf of a party represents and warrants that it has the full legal capacity and authority to enter into and perform the obligations of this Agreement without any further approval. Nothing in this Agreement shall be deemed to create a partnership, joint venture or any agency relationship between the parties.

g. This Agreement and the documents referenced herein constitute the entire understanding of the parties with respect to the subject matter of this Agreement, and all prior agreements, understandings and representations are terminated and canceled in their entirety.

h. If there is any conflict between a part of this Agreement and any present or future Payment Brand Regulation or applicable federal, state or local law or regulation, only the part of this Agreement that is affected shall be modified and that modification shall be limited to the minimum necessary to bring this Agreement within the requirements of the Payment Brand Regulation, law or regulation.

i. All notices, including invoices, given in connection with this Agreement, shall be in writing and shall be effective upon actual receipt. Notices shall be delivered to the appropriate party at its address set forth on the attached Disclosure Page.

j. Merchant shall be liable for all taxes, except Member Bank and Processor's income taxes, required to be paid or collected as a result of this Agreement.

k. All obligations, warranties and liabilities of Merchant incurred or existing as of the date of termination of this Agreement, including without limitation, Merchant's obligations with respect to subsequent Adjustments or Chargebacks based upon Card Transactions incurred prior to termination, shall survive termination and shall continue in full force and effect as if the termination had not occurred. The right to revoke credit as well as hold, retain or set off against amounts due to Merchant, or to debit any Account(s) of Merchant, shall survive the termination of this Agreement and shall continue in full force and effect as if termination had not occurred.

l. No other person or entity may be deemed a third party beneficiary of this Agreement.

Disclosure Page
(Processor Copy)

Member Bank Information

Name: Merrick Bank, a Utah state chartered bank
Address: 135 Crossways Park Drive North, Suite A,
Woodbury, NY 11797
Phone: (800)267-2256

Important Member Bank Responsibilities

1. Member Bank is the **only party** to the Merchant Agreement approved to accept Visa products directly from a Merchant.
2. Member Bank must be a principal (signer) to the Merchant Agreement.
3. Member Bank is responsible for educating the Merchant on pertinent Visa U.S.A. Inc. Operating Regulations with which the merchant must comply.
4. Member Bank is responsible for and must provide settlement funds to the Merchant.
5. Member Bank is responsible for all funds held in reserve that are derived from settlement.

Merchant Information

Merchant Name: City of St. Charles
Merchant Address: 2 East Main Street
St. Charles, IL 60174
Merchant Phone: (630) 377-4400

Important Merchant Responsibilities

1. Ensure compliance with cardholder data security and storage requirements.
2. Maintain fraud and chargebacks below thresholds.
3. Review and understand the terms of the Merchant Agreement.
4. Comply with Visa Operating Regulations.

The responsibilities listed above do not supersede terms of the Merchant Agreement and are provided to ensure Merchant understands some important obligations of each party.

Merchant's Signature

Date

Merchant's Printed Name & Title



Disclosure Page
(Merchant Copy)

Member Bank Information

Name: Merrick Bank, a Utah state chartered bank
Address: 135 Crossways Park Drive North, Suite A,
Woodbury, NY 11797
Phone: (800)267-2256

Important Member Bank Responsibilities

6. Member Bank is the **only** party to the Merchant Agreement approved to accept Visa products directly from a Merchant.
7. Member Bank must be a principal (signer) to the Merchant Agreement.
8. Member Bank is responsible for educating the Merchant on pertinent Visa U.S.A. Inc. Operating Regulations with which the merchant must comply.
9. Member Bank is responsible for and must provide settlement funds to the Merchant.
10. Member Bank is responsible for all funds held in reserve that are derived from settlement.

Merchant Information

Merchant Name: City of St. Charles
Merchant Address: 2 East Main Street
St. Charles, IL 60174
Merchant Phone: (630) 377-4400

Important Merchant Responsibilities

5. Ensure compliance with cardholder data security and storage requirements.
6. Maintain fraud and chargebacks below thresholds.
7. Review and understand the terms of the Merchant Agreement.
8. Comply with Visa Operating Regulations.

The responsibilities listed above do not supersede terms of the Merchant Agreement and are provided to ensure Merchant understands some important obligations of each party.

Merchant's Signature

Date

Merchant's Printed Name & Title

