

**AGENDA  
CITY OF ST. CHARLES  
GOVERNMENT OPERATIONS COMMITTEE  
ALD. BILL TURNER, CHAIR**

**MONDAY, MAY 5, 2014  
IMMEDIATELY FOLLOWING CITY COUNCIL MEETING  
CITY COUNCIL CHAMBERS  
2 E. MAIN ST.**

- 1. Call to Order**
- 2. Roll Call**
- 3. Omnibus Vote – None**
- 4. Mayor’s Office**
  - a. Recommendation of a new Class B liquor license for Riverside Pizza & Pub at 102 E Main Street, St. Charles (former Pi’s location).
- 5. Police Department**
  - a. Request for consideration of Phantom Fight Promotions for approval of the Mixed Martial Arts event to take place at the Fox River Harley Davidson dealership on June 14, 2014, as well as a Class E2 liquor license, and sound amplification permit.
  - b. Recommendation to approve a Resolution Authorizing the Execution of a Law Enforcement Mutual Aid Agreement and the Existence and Formation of the Illinois Law Enforcement Alarm System by Intergovernmental Cooperation.
- 6. Engineering Division**
  - a. Recommendation to approve Construction Service Agreement with Hardin Paving Services for the 2014 MFT Street Rehabilitation Project for an amount not to exceed \$1,713,317.
- 7. Executive Session**
  - Personnel
  - Pending Litigation
  - Probable or Imminent Litigation
  - Property Acquisition
  - Collective Bargaining
  - Review of Minutes of Executive Sessions
- 8. Additional Items**
- 9. Adjournment**



ST. CHARLES  
SINCE 1834

## AGENDA ITEM EXECUTIVE SUMMARY

**Title:** Recommendation of a New Class B Liquor License for Riverside Pizza & Pub at 102 E Main Street, St. Charles (former Pi's location)

**Presenter:** Mayor Rogina

*Please check appropriate box:*

<input type="checkbox"/> Government Operations	<input type="checkbox"/> Government Services
<input type="checkbox"/> Planning & Development	<input type="checkbox"/> City Council
<input type="checkbox"/> Public Hearing	<input checked="" type="checkbox"/> Liquor Control Commission (4/21/14)

Estimated Cost:		Budgeted:	YES		NO	
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If NO, please explain how item will be funded:

**Executive Summary:**

This request went before the April 21, 2014 Liquor Control Commission which approved to go before the Government Operations Committee for recommendation to City Council.

This is a request for a new Class B liquor license opening in FY14/15 for Riverside Pizza & Pub to be located at 102 E Main Street, St. Charles (former Pi's location). The owners are requesting a late night 2:00 a.m. permit as well. All paper work is in order and background checks have been approved by the Police Department as well as fingerprints have been taken and BASSET certification is complete.

**Attachments:** *(please list)*

- Liquor License Application (front page)
- Background Check
- Site Plan and Business Plan
- Menu

**Recommendation / Suggested Action** *(briefly explain):*

Recommendation of a New Class B Liquor License for Riverside Pizza & Pub to be located at 102 E Main Street, St. Charles (former Pi's location).

*For office use only:*      *Agenda Item Number:* 4a

Date: 3/17/14  
 New Application  
 Renewal Application

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



City Retail Liquor Dealer License Application (rev. 12/13) Non-Refundable

Ordinance 5.08.050.A1 Application must be completed in full Incomplete applications will be rejected

Business Type: Circle one Individual Partnership Corporation Other \_\_\_\_\_

Business Name Riverside Pizza & Pub Sales Tax # 46-4751483

Business Address 102 E. Main St Business Phone # \_\_\_\_\_

Contact Person Steve Nilles Title President Phone # \_\_\_\_\_

If Corporation, Corporate Name Riverside Pizza Inc.

Corporation Address 102 E. Main St. St. Charles IL 60174

Corporate Officers, plus Manager of Establishment, Officers must include President, Vice President, Secretary and Treasurer Or Sole Proprietor

Have you had a business within the City of St. Charles under any other corporate name: \_\_\_ Yes  No  
If yes, list address of business \_\_\_\_\_

Full Name, include Middle Initial Steven R Nilles Title President

Birth Date \_\_\_\_\_ Birthplace Downers Grove IL Driver's License # \_\_\_\_\_ Home Phone # \_\_\_\_\_

Home Address \_\_\_\_\_

Full Name, include Middle Initial Mark A. Bridges Title Vice President

Birth Date \_\_\_\_\_ Birthplace Chicago IL Driver's License # \_\_\_\_\_ Home Phone # \_\_\_\_\_

Home Address \_\_\_\_\_

Full Name, include Middle Initial Jayson C. Berg Title Secretary

Birth Date \_\_\_\_\_ Birthplace Elmhurst IL Driver's License # \_\_\_\_\_ Home Phone # \_\_\_\_\_

Home Address \_\_\_\_\_

Type of Establishment: ( ) Package  Restaurant ( ) Tavern ( ) Hotel/Banquet/ Arcada/Q-Center ( ) Other \_\_\_\_\_

Check as Applicable to  Holding Bar [5.08.010-F] ( ) Service Bar [5.08.010-O] ( ) Live Entertainment [5.08.010-H]  
Type of Establishment: ( ) Outside Dining [17.20.020-R]

Brief Business Plan Description based on type of establishment listed above:  
Dine-In, Take out & Delivery Pizzeria

Initial: Liq Comm \_\_\_\_\_  
Police Chief \_\_\_\_\_

Officers - cont'd from front page.

Stephen L Polizzi

Treasurer

[REDACTED]

[REDACTED]

Chicago IL

DL#

WISCONSIN

[REDACTED]

[REDACTED]

Police Department



# Memo

Date: 4/2/2014

To: Cmdr. Gatlin

From: Det. Cory Krupke

Re: "Riverside Pizza and Pub" Liquor License Application/ Steven R. Nilles, Mark A. Bridges, Jayson C. Berg and Stephen L. Polizzi

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The purpose of this memo is to document the background investigation of Steven R. Nilles, Mark A. Bridges, Jayson C. Berg and Stephen L. Polizzi pursuant to their application for a new Class B liquor license.

Applicant No. 1  
Nilles, Steven R



- Nilles currently lives at the above address, and has resided there for approximately nine years. This department does not have any contacts with Nilles.
- Nilles has reported to have completed his BASSET certification in February 2014 at AAA Bartending School in Schaumburg, IL and is waiting for his certificate.
- Nilles currently co-owns 2 Rosati's Pizza restaurants. One is located in Naperville, the other is located in Wheaton. Nilles and Bridges own the Rosati's in Naperville. Nilles, Bridges and Polizzi own the Rosati's in Wheaton.
- Nilles was fingerprinted by this department at the time he applied for this license.
- Nilles does not have any police related contacts to note with the Plainfield Police Department.

Applicant No. 2  
Bridges, Mark A.



- Bridges currently lives at the above address, and has resided there for approximately 12 years. This department does not have any contacts with Bridges.

- Bridges has reported to have completed his BASSET certification in February 2014 at AAA Bartending School in Schaumburg, IL and is waiting for his license.
- Bridges co-owns 2 Rosati's with Nilles and Polizzi. They are located Wheaton and Naperville.
- Bridges was fingerprinted by this department at the time he applied for this liquor license.
- Bridges does not have any police related contacts to note with the Bolingbrook Police Department.

Applicant No. 3

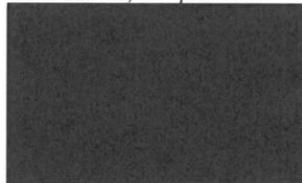
Berg, Jayson C.



- Berg currently lives at the above address, and has resided there for approximately 13 years. This department does not have any contacts with Berg.
- Berg has reported to have completed his BASSET certification in March 2014 at AAA Bartending School in Riverside, IL, and is waiting for his certificate.
- Berg currently owns JCB Lawn care in Lombard, IL.
- Berg was fingerprinted by this department at the time he applied for this license.
- Berg does not have any police contacts of note with the Lombard Police Department.

Applicant No. 4

Polizzi, Stephen L.



- Polizzi currently lives at the above address, and has resided there for approximately 17 years. This department does not have any contacts with Polizzi.
- Polizzi does NOT have his BASSET certification as he considers himself only an investor in the property.
- Polizzi currently co-owns 3 Rosati's restaurants, located in Wheaton, Lombard and McHenry. Polizzi co-owns the Rosati's in Wheaton with Nilles and Bridges. Polizzi also co-owns a Papa Savarrios in Rolling Meadows which was formerly Rosati's. Polizzi advised that the four restaurants (3 Rosati's and 1 Papa Savarrios) he co-owns do not serve alcohol.
- Polizzi was fingerprinted by this department at the time he applied for this license.
- Polizzi does not have any police related contacts of note with the Dane County Sheriff's Office (Dane County has jurisdiction over Polizzi's address).

On 04/02/14 I met with Steven Nilles at the building formerly known as "Pi Pizza," 102 E. Main St. (One main door on the south side, two doors on the west side). Nilles advised the interior is approx. 4600 square feet, 2300 square feet per floor (1<sup>st</sup> and 2<sup>nd</sup> floor). Nilles said the restaurant would be operating out of both floors. Nilles, Bridges, Berg and Polizzi are the building owners as well as the owners of "Riverside Pizza and Pub". Nilles explained that he is the general manager and would run the day to day operations of "Riverside Pizza and Pub." Bridges and Berg would assist in day to day operations as managers who report to Nilles. Berg would also be responsible for maintenance because of his background in construction. Nilles advised that Polizzi had partnered with them as a business venture and would not have much interaction with the restaurant. However, Nilles advised that because of Polizzi's background in the food service industry he may be called upon to help manage operations on an "as needed basis."

Nilles said they would like the business to be open by mid-May. Nilles believed interior construction/remodeling was on schedule. Nilles stated they would begin to hire new staff immediately after construction is complete. Nilles plans on hiring approximately 25-30 employees.

Nilles stated the menu will consist mainly of American and Italian cuisine. This is to include deep dish, Chicago style and thin crust pizza, Italian beef sandwiches, lasagna/fettuccine/ravioli, baby back ribs, Buffalo wings, and cheeseburgers. Nilles advised he has not purchased any alcohol for the business. He stated he plans to sell beer, wine and liquor.

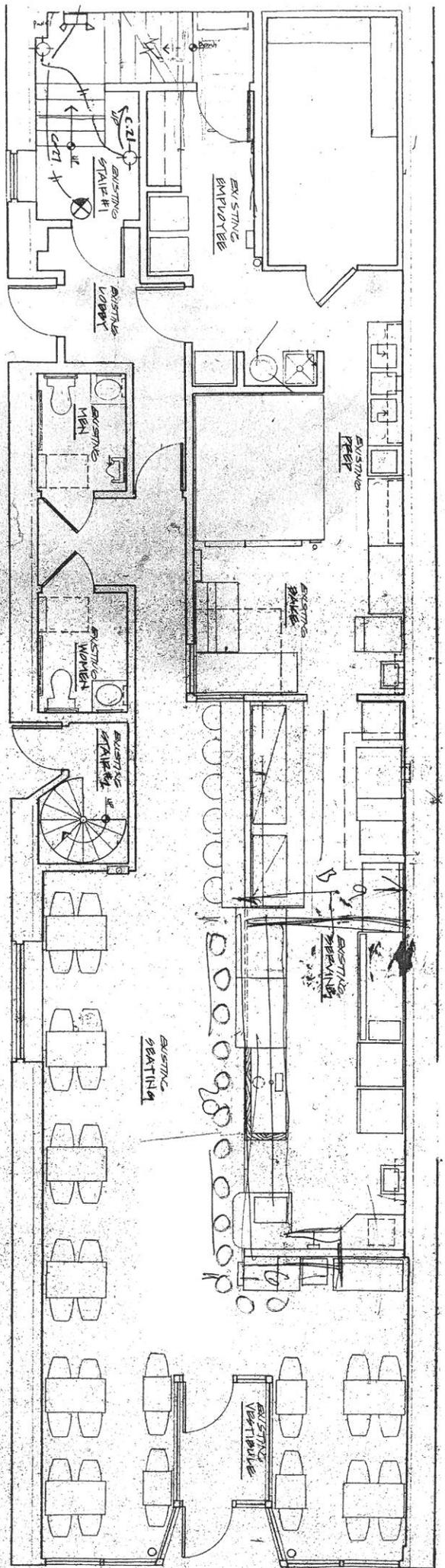
At the time of this investigation, the interior of the building is in a state of transition/remodeling. Nilles advised he does not know a hard occupancy number at this time because of the transition state of the interior. He stated it might be approximately 125 people between the two floors, but that could go up or down depending on the final floor plan.

BASSET verification letters for Nilles, Berg and Bridges are attached. These letters are from AAA Bartending School which indicate Nilles, Berg and Bridges successfully completed the BASSET Course. Polizzi advised he would obtain BASSET certification if required.

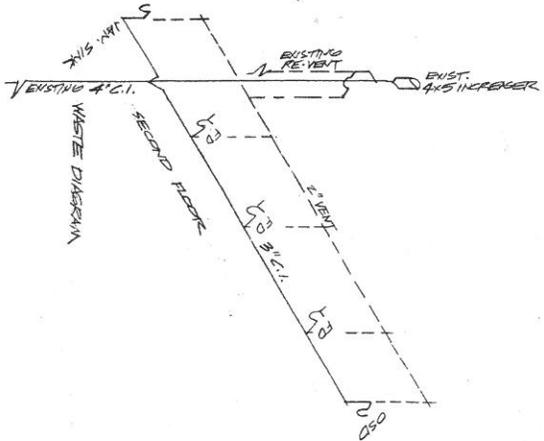
*\*Note: Criminal histories on all applicants are pending receipt of conviction from the Illinois Bureau of Identification.*

This concludes this background investigation.

EXISTING FIRST FLOOR PLAN - NO CHANGE  
 1/4" = 1'-0" ← NORTH



First Floor



NOTE: HAND SINK  
 TO BE  
 RELOCATED  
 TO NEW  
 LOCATION  
 IN  
 TOILET ROOM  
 & RECONNECTED



## Riverside Pizza & Pub

### Menu items:

Deep Dish, Chicago Style and Thin Crust Pizza

Italian Beef & Meatball Sandwiches

Hamburgers & Cheeseburgers

Chicken Sandwiches

Pasta-Penne/Lasagna/Fettuccine/Ravioli

Buffalo Wings

Baby Back Ribs

# **BUSINESS PLAN**

## **Fox River Pizza Pub**

**Steve Nilles, Owner**

Created on December 4, 2013

# **1. EXECUTIVE SUMMARY**

## **1.1 Product**

We will provide pizza, pasta, salads, appetizers, sandwiches, beer, wine and other food and drinks. Our services will include catering, food delivery and dine-in table service.

## **1.2 Customers**

Our target customers change throughout the day. During lunch we will attract a business crowd with both dine-in and delivery. In the afternoon we will attract high school students and young adults by offering slices and a variety of other menu items. Our dinner crowd will be families and other small groups. Our pub will attract a late night over 21 crowd.

## **1.3 What Drives Us**

Build a good customer base through good service and quality food. We will build a good relationship with the community by participating in fundraisers with schools, churches and other organizations. This will increase our local exposure.

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## **2. COMPANY DESCRIPTION**

### **2.1 Mission Statement**

To build a good relationship with our customers and community with good, friendly service and excellent food.

### **2.2 Principal Members**

Steve Nilles-President & General Manager-Steve Started working in the restaurant industry in 1996. He started as a delivery driver. A few years later he moved to Wheaton Rosati's as a driver and then manager. During that time he worked as a host, server and bartender at Houlihans in Wheaton. In 2002 he left Rosati's to buy his own pizzeria, Bona Pizza. After doubling sales after 2 years he sold Bona Pizza and formed a business partnership with Mark Bridges. In 2005 they bought Naperville Rosati's. He now is a part owner of Naperville Rosati's and Wheaton Rosati's. Steve has held just about every position in the restaurant business and that will give him the tools needed to serve as general manager at Fox River Pizza Co.

Mark Bridges-Secretary & Catering Manager- Mark has been in the pizza/restaurant business since 1988. He started at a local pizza shop in his home town of Bolingbrook (Papas Pizza) when he was 16, He then was offered a job at Rosatis Pizza in Wheaton where he worked his way up from pizza maker to manager and now owner of 2 pizzeria restaurants.

Jayson Berg-Treasurer & Maintenance-Jay worked as a carpenter from 1997 to 2000. In 2001 he started a lawncare and landscaping company. That company has grown to 5 full time crews and still exists today. His experience with general carpentry will help us maintain furnishings, plumbing, equipment, etc.

### **2.3 Legal Structure**

Our business is an S-Corp

## **3. MARKET RESEARCH**

### **3.1 Industry**

Dine-In/Take-out/Delivery Pizzeria and Sports Pub. Offering pizza and other food options will give us the ability to provide a quick lunch for the business crowd as well as a warm, inviting environment for families at dinner.

### **3.2 Customers**

Our customers will be business people and people on the go during lunch, high school students looking for a slice of pizza in the afternoon, families at dinner and a late night crowd with our sports pub. With our delivery service we will also be able to accomodate businesses/offices who can't get away for lunch or anybody looking for pizza but not wanting to dine-in. We have done a lot of research at this location and with the number of people this town attracts, we will be servicing just about all types.

### **3.3 Competitors**

We will be competing with all restaurants within a 5-7 mile radius and, of course, every pizzeria in our surrounding area. Evening crowds will be more geared towards the over 21 crowd, and therefore we will also be competing against nearby bars.

### **3.4 Competitive Advantage**

We have a combined 45 years of experience in the pizza/restaurant industry. We will be using recipes that have a proven successful track record at our other stores. Our corner location offers great visibility on a heavily trafficked intersection and allows us to take advantage of the tremendous amount of foot traffic in downtown St. Charles. Our proximity to the Kane County fairgrounds and government center as well as several office buildings and industrial parks will attract local

### **3.5 Regulations**

We will be licensed and routinely checked by the Kane County Health Dept. Every manager will have a food service certificate to comply with Health Dept. regulations. Also, we will have to get a yearly liquor license from the ILCC.

## **4. PRODUCT/SERVICE LINE**

### **4.1 Product or Service**

Our products will include pizza, pasta, salads, sandwiches and other food items. We will offer delivery service and full service dining on our first floor. In our upstairs pub, we will provide our full food and drink menu as well as a place to relax, have fun or watch a sporting event on a big screen.

### **4.2 Pricing Structure**

Our pizzas will range in price from \$11 to \$25, sandwiches \$6 to \$11, pasta dishes \$10 to \$14, salads \$5 to \$12 and appetizers \$3 to \$9. Our drinks will range in price from \$2 to \$12. We anticipate an average check total of approximately \$30-35.

### **4.3 Product/Service Life Cycle**

Our recipes are currently in use at our other restaurants.

### **4.4 Intellectual Property Rights**

Our intellectual property will include our name, website/domain name, logo and recipes.

### **4.5 Research & Development**

We will routinely evaluate customer feedback by way of our website, facebook and comment cards. We annually attend the International Pizza Expo. Attending the Pizza Expo, the largest trade show in our industry, is a way for us to stay current with the latest equipment, recipes, products and marketing strategies used in the marketplace today.

## **5. MARKETING & SALES**

### **5.1 Growth Strategy**

Good food, friendly staff and comfortable atmosphere.

Networking with the community via schools, churches and other local organizations has proven to be a successful way of attracting new business and retaining existing business at minimal cost.

### **5.2 Communication**

Communicating with customers has changed in our 25 years in the business. You can no longer just put your name and number in the phone book and expect the orders to come in. We currently deal with approx. 8-12 different advertisers per year. Using a variety of advertisers allows us to reach wider range of customers including schools, apartment complexes, homeowners associations and local businesses. Social media such as Facebook and Twitter has been another great way for us to stay connected to our customer base.

### **5.3 Prospects**

Our managers will network with other small businesses and larger companies. Our servers and barstaff will be kept up on our current menu prices, specials and promotions. We will work with schools to sell pizzas through concessions at sporting and other events. We will sell directly at several community events and festivals.

<b>AGENDA ITEM EXECUTIVE SUMMARY</b>			
 <b>ST. CHARLES</b> SINCE 1834	<b>Title:</b> Recommendation to Approve Amplification and Class E2 Liquor License for a Mixed Martial Arts event at the Fox Valley Harley Davidson Dealership on June 14, 2014		
	<b>Presenter:</b> Interim Chief Huffman		
<i>Please check appropriate box:</i>			
<input checked="" type="checkbox"/>	Government Operations 5.5.14	<input type="checkbox"/>	Government Services
<input type="checkbox"/>	Planning & Development	<input type="checkbox"/>	City Council
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	
<b>Estimated Cost:</b>	\$801.84 (PD); \$424.00 (FD); <b>Total: \$1,225.84</b>	<b>Budgeted:</b>	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> X
If NO, please explain how item will be funded:			
Event sponsor is responsible for any city costs related to hosting the event.			
<b>Executive Summary:</b>			
<p>The application for this event was submitted on March 13, 2014.</p> <p>A mixed martial arts event, "Rumble on the River", hosted by Phantom Fight Promotions has been proposed to be held at the Fox Valley Harley Davidson dealership on Saturday, June 14, 2014. The hours for the event will be from 3:00 – 7:00 p.m. (which is the closing time for the dealership).</p> <p>Alcohol and food service will be offered during the event, with doors opening at 3:00 p.m. The Fox Valley Harley Davidson dealership will utilize the Puebla Modern Mexican liquor license and will be responsible for the alcohol and food service. The Fire Department has reviewed the event layout and authorizes final approval.</p> <p>The sponsor requests the event be open to all ages. Patrons 21 and over who are consuming alcohol will be contained in a separate area from those who are not consuming alcohol, as depicted in the attached diagram.</p> <p>There will be a physician stationed ring side during the event, as well as an ambulance present, which has been coordinated through the St. Charles Fire Department, at the expense of the event sponsor. Extra duty St. Charles Police will be required, also at the expense of the event sponsor.</p> <p>Per Ordinance 2005-Z-11, which is the Zylstra Harley PUD (accessory uses), temporary outdoor entertainment and dining, collectively described as "Special Events", are subject to the following:</p> <ul style="list-style-type: none"> <li>• No more than four Special Events per calendar year of not more than two days each, the schedule for which shall be subject to approval by the City so as to avoid conflicts between Special Events and major festivals or events occurring in the City;</li> <li>• Permitted only during business hours or between the hours of 10:00 am and 7:00 pm, whichever is more restrictive;</li> <li>• May be located anywhere within a lot containing a motorcycle dealership, subject to the approval of the Building Commissioner as to safe emergency and vehicular access;</li> <li>• May include inside and/or outside food and beverage sales, tents, and live entertainment;</li> <li>• Shall not produce sound levels in excess of 60 dBA as measured at the property line of a residential district.</li> </ul> <p>The last event similar to this was in March of 2013, and no issues were reported from this event. It was with a different sponsor and was indoors at the DuPage Expo Center. Although the partners of Phantom Fight Promotions have individualized experience in such events, this is the first event coordinated and promoted by this company.</p>			
<b>Attachments:</b> <i>(please list)</i>			
Event diagram			
<b>Recommendation / Suggested Action</b> <i>(briefly explain):</i>			
Request for consideration of Phantom Fight Promotions for approval of the Mixed Martial Arts event to take place at the Fox River Harley Davidson dealership on June 14, 2014, as well as a Class E2 liquor license, and sound amplification permit.			
<i>For office use only:</i>		<i>Agenda Item Number: 5a</i>	



# Memo

Date: 5/2/2014  
To: Government Operations Committee  
From: Interim Chief Huffman  
Re: Special Event Request for Mixed Martial Arts at Harley Davidson

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This memo is to provide additional information in reference to this request by Phantom Fight Promotions and Harley Davidson.

Phantom Fight Promotions / Harley Davidson are requesting a Class E2 liquor license through Puebla for this event. Puebla currently holds a Class B2 liquor license, which meets the requirements for the issuance of a Class E2. Harley Davidson currently holds a Class E5 liquor license. However, Puebla may only serve alcohol off-premise of their own establishment under an E2 license, and not Harley Davidson's E5 license.

Under St. Charles Municipal Code Title 5.08.250 (H) / Athletic Amusements, Contests, Demonstrations, Entertainment, Activities, Events and Exhibitions on the Licensed Premises Prohibited:

Boxing, kickboxing, wrestling, hand-to-hand combat and martial arts events are prohibited, except by express approval of the Liquor Commissioner, subject to prior consent of the City Council pursuant to a resolution.

Also under this section of the code, the licensee shall be responsible for all fees, payments and salaries of City personnel and services that are necessary to staff this event. The estimated total for police and fire services for this event is \$1,225.84. Payment from Phantom Fight Promotions will be due by June 2, 2014, in advance of the event.

Under St. Charles Municipal Code Title 17.20.050 / Permitted Temporary Uses:

When temporary outdoor entertainment is permitted as an accessory use to a private business, a permit is required and the sound level shall not exceed 60 decibels, as measured at the property line in any residence district. Included in your packet is a map showing residential districts in the vicinity of Harley Davidson. Fox Run Apartments on Walnut Drive are the closest residential units, and are 394 feet east of the Harley Davidson property line.

Under St. Charles Municipal Code Title 5.08.090 (E) (5) / Liquor License Classifications / Temporary Licenses:

In the event any Class E license (with respect to any Class E5 license, if required in whole or in part by the Local Liquor Commissioner, City Council or Chief of Police) is for an out of doors special event or catered function, minors shall not be permitted in any licensed premises. Notwithstanding the foregoing, the Local Liquor Commissioner may, with the advice and consent of the City Council, and as designated in any license, permit minors to be present in a licensed premises where food is also served.

Phantom Fight Promotions is requesting to allow minors into the event; however they have proposed to separate the patrons consuming alcohol from the those who are not. Minors would not be allowed in the area reserved for alcohol consumption (see attached event diagram).

SGH/sgH





**ST. CHARLES**  
SINCE 1834

## AGENDA ITEM EXECUTIVE SUMMARY

**Title:** Recommendation to Approve a Resolution to Enter into the Mutual Aid Agreement through Illinois Law Enforcement Alarm System by Intergovernmental Cooperation

**Presenter:** Interim Chief Huffman

*Please check appropriate box:*

X	Government Operations (5.5.14)		Government Services
	Planning & Development		City Council
	Public Hearing		

Estimated Cost:	\$N/A	Budgeted:	YES		NO	
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If NO, please explain how item will be funded:

**Executive Summary:**

The St. Charles Police Department has been a member agency of the Illinois Law Enforcement Alarm System (ILEAS) since 2004. ILEAS was formed in 2003, is the largest and most effective law enforcement mutual aid organization in the United States, and is a consortium of over 900 Illinois Law Enforcement agencies established pursuant to the Constitution of the State of Illinois, the Illinois Intergovernmental Cooperation Act, the Local Governmental and Governmental Employees Tort Immunity Act, and the Illinois Municipal Code. ILEAS was created after the events of September 11, 2001 when the Illinois Association of Chiefs of Police, the Illinois Sheriffs Association, the Chicago Police Department, the Illinois Emergency Management Agency, and the Illinois State Police worked together to create a state-wide law enforcement mutual aid organization.

Member agencies enjoy the ability to request specialized law enforcement resources both regionally and across the State of Illinois in the event of a disaster, at no cost to the member agency. This mutual aid is provided for all manner of catastrophes, including natural disasters, civic disturbances, acts of terrorism, etc. This assistance is available 24 hours-per-day, 365 days per year. As a member agency, the St. Charles Police Department is also ready to respond in kind to requests for mutual aid, and we currently have two officers who are members of the ILEAS Mobile Field Force and Weapons of Mass Destruction response teams.

In 2004, we entered into a mutual aid agreement with ILEAS, which has never been changed or modified, to date. ILEAS recently updated this agreement in 2014 as follows:

- 1) The clarity of intent that the signatory member public agencies agree to create ILEAS.
- 2) The inclusion of the basic by-laws into the actual agreement.
- 3) The establishment of an amendment process so that the agreement can be kept current without completely replacing it each time an improvement is necessary.

Under the new agreement, mutual aid requests are handled in the same manner, the Governing Board process is identical, and the ILEAS operation does not change. Additionally, the ILEAS Mutual Aid Agreement still provides a mutual understanding of liability with regard to insurance coverage and workers compensation. The ILEAS Governing Board, through advice from private counsel, General Counsel for the Governor of Illinois, General Counsel of the Illinois Emergency Management Agency, and the Illinois Attorney General's Office, has authorized the implementation of this updated Law Enforcement Mutual Aid Agreement.

**Attachments:** *(please list)*

Resolution; Law Enforcement Mutual Aid Agreement

**Recommendation / Suggested Action** *(briefly explain):*

Recommendation to approve a Resolution to Enter into the Mutual Aid Agreement through Illinois Law Enforcement Alarm System by Intergovernmental Cooperation.

*For office use only:* Agenda Item Number: 5E

**City of St. Charles, Illinois**  
**Resolution No. \_\_\_\_\_**

**A Resolution Authorizing the Execution of a Law Enforcement Mutual Aid Agreement and the Existence and Formation of the Illinois Law Enforcement Alarm System by Intergovernmental Cooperation.**

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

**WHEREAS**, the City of St. Charles of the State of Illinois (hereinafter “Municipality”) is a \_\_\_\_\_ of the State of Illinois and duly constituted public agency of the State of Illinois, and;

**WHEREAS**, the City of St. Charles as a public agency of the State of Illinois is authorized and empowered by the Constitution of the State of Illinois (Ill. Const. Art. VII, § 10) and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) to enter into intergovernmental agreements with other public agencies on matters of mutual concern and interest such as the provision of adequate law enforcement personnel and resources for the protection of residents and property falling within the jurisdiction of the Municipality, and;

**WHEREAS**, the Municipality recognizes that certain natural or man-made occurrences may result in emergencies or disasters that exceed the resources, equipment and/or law enforcement personnel of a single given public agency, and;

**WHEREAS**, a given public agency can, by entering into a mutual aid agreement for law enforcement services and resources, effectively provide a broader range and more plentiful amount of law enforcement capability for the citizenry which it serves, and;

**WHEREAS**, in order to have an effective mutual aid agreement for law enforcement resources and services, this Municipality recognizes it must be prepared to come to the aid of other public agencies in their respective times of need due to emergencies or disasters, and;

**WHEREAS**, this Municipality recognizes the need for our specific Municipality to develop an effective mutual aid agreement for law enforcement services and resources upon which it may call upon in its time of need and is prepared to enter into a mutual aid agreement for law enforcement services and resources with other like-minded public agencies, and;

**WHEREAS**, this Municipality also recognizes the need for the existence of a public agency, formed by an intergovernmental agreement between two or more public agencies, which can serve to coordinate and facilitate the provision of law enforcement mutual aid between signatory public agencies to a mutual aid agreement for law enforcement services and resources, and;

**WHEREAS**, this Municipality has been provided with a certain “Law Enforcement Mutual Aid Agreement” which has been reviewed by the elected officials of this Municipality and which other public agencies in the State of Illinois are prepared to execute,

in conjunction with this Municipality, in order to provide and receive law enforcement mutual aid services as set forth in the “Law Enforcement Mutual Aid Agreement,” and;

**WHEREAS**, it is the anticipation and intention of this Municipality that this “Law Enforcement Mutual Aid Agreement” will be executed in counterparts as other public agencies choose to enter into the “Law Enforcement Mutual Aid Agreement” and strengthen the number of signatory public agencies and resources available from those public agencies, and;

**WHEREAS**, it is the anticipation and intent of this Municipality that the “Law Enforcement Mutual Aid Agreement” will continue to garner support and acceptance from other currently unidentified public agencies who will enter into the “Law Enforcement Mutual Aid Agreement” over time and be considered as if all signatory public agencies to the “Law Enforcement Mutual Aid Agreement” had executed the “Law Enforcement Mutual Aid Agreement” at the same time,

Now, therefore, be it resolved by this Municipality as follows:

1. This Resolution shall be known as, and may hereafter be referred to as, the Resolution Authorizing the Execution of a Law Enforcement Mutual Aid Agreement and the Existence and Formation of the Illinois Law Enforcement Alarm System by Intergovernmental Cooperation.
2. The Resolution Authorizing the Execution of a Law Enforcement Mutual Aid Agreement and the Existence and Formation of the Illinois Law Enforcement Alarm System by Intergovernmental Cooperation shall be, and hereby is, enacted as follows:
  - a. Authorization to enter into a Certain Agreement. The \_\_\_\_\_ of this Municipality is hereby authorized to sign, execute and deliver the agreement known as the “Law Enforcement Mutual Aid Agreement” and thereby enter into an intergovernmental agreement with such other public agencies of the State of Illinois as are likewise willing to enter into said “Law Enforcement Mutual Aid Agreement” and recognize the existence and formation of the Illinois Law Enforcement Alarm System as set forth in the said “Law Enforcement Mutual Aid Agreement.”
  - b. Savings Clause. If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any of the provisions of this Resolution.
  - c. Effective Date. This Resolution shall be in full force and effect from and after its passage, approval and publication as provided by law.

**Presented** to the City Council of the City of St. Charles, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_ 2014.

**Passed** by the City Council of the City of St. Charles, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_ 2014.

**Approved** by the Mayor of the City of St. Charles, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_ 2014.

\_\_\_\_\_  
Raymond P. Rogina, Mayor

Attest:

\_\_\_\_\_  
Nancy Garrison, City Clerk

**Council Vote:**

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Abstain: \_\_\_\_\_

Absent: \_\_\_\_\_

# Law Enforcement Mutual Aid Agreement

This Law Enforcement Mutual Aid Agreement (LEMAA) is executed, in multiple counterparts, by the Public Agency shown on last page hereof on the date that is set forth on the last page of this LEMAA for the uses and purposes set forth herein.

Whereas, the undersigned Public Agency of the State of Illinois does hereby declare that it is in the best interest of the Signatory Public Agency to make provision for law enforcement Mutual Aid in the event the undersigned Public Agency should need law enforcement Mutual Aid, and;

Whereas, the undersigned Public Agency of the State of Illinois recognizes that law enforcement Mutual Aid is only effective if those Public Agencies who could potentially benefit from law enforcement Mutual Aid are willing to provide law enforcement Mutual Aid to other Public Agencies who are willing to enter into a Mutual Aid agreement such as this Mutual Aid agreement, and;

Whereas, in the State of Illinois, there exist constitutional and statutory provisions enabling and supporting the formation of intergovernmental agreements on matters such as law enforcement Mutual Aid, *to wit*, the Constitution of the State of Illinois (Ill. Const. Art. VII, § 10), the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/7-101 *et seq.*) and the Illinois Municipal Code (65 ILCS 5/11-1-2.1), and;

Whereas, in order to have an effective law enforcement Mutual Aid system, it is necessary and desirable to have a third party entity that can support, centralize, coordinate and organize the provision of law enforcement Mutual Aid by and among Signatory Public Agencies to the law enforcement Mutual Aid agreement, and;

Whereas, this LEMAA is made in recognition of the fact that natural or man-made occurrences may result in Emergencies or Disasters that exceed the resources, equipment and/or Law Enforcement Personnel of a given Public Agency; each Public Agency which signs a copy of this LEMAA intends to aid and assist the other participating Public Agencies during an Emergency or Disaster by temporarily assigning some of the Responding Public Agency's resources, equipment and/or law enforcement personnel to the Requesting Public Agency as circumstances permit and in accordance with the terms of this LEMAA; the specific intent of this LEMAA being to safeguard the lives, persons and property of citizens of the State of Illinois during an Emergency or Disaster by enabling other Public Agencies to provide additional resources, equipment and/or Law Enforcement Personnel as needed, and;

Whereas, since approximately 2002, there has existed in the State of Illinois an Illinois Law Enforcement Alarm System law enforcement Mutual Aid agreement ("Prior Mutual Aid Agreement") which was initially executed by a multitude of signatory parties in the wake of the events of the 911 terrorist attacks and (even though the needs of law enforcement have changed, grown and advanced in various regards) the Prior Mutual Aid Agreement has never been updated, modified or changed since its inception, it is now the desire of the Signatory Public Agency to this LEMAA to enhance and reaffirm its commitment to law enforcement Mutual Aid in the State of Illinois while providing more particularity to the relationship that exists between each of the Signatory Public Agencies to this LEMAA and the third party agency, the Illinois Law Enforcement Alarm System, created by such Signatory Public Agencies,

Now, therefore, the undersigned Public Agency, does hereby enter into this LEMAA with each and every other Public Agency which signs a counterpart copy of this LEMAA and agrees and contracts as follows:

**1. Definitions.** The following definitions apply to this Mutual Aid Agreement (the plural version of any defined term meaning two or more instances of the defined term):

a. Disaster – An occurrence, or the reasonable threat or possibility of an occurrence of, any of the following: widespread or severe damage; injury or loss of life or property resulting from any natural or technological cause, including but not limited to, fire, flood, earthquake, windstorm, tornado, hurricane, severe inclement weather, hazardous materials spill or other water or ground contamination requiring prompt action to avert danger or damage; epidemics, contaminations, blight, extended periods of severe and inclement weather, drought, infestation and critical shortages of essential products, fuels and energy; explosion; riot; significant or large scale civil insurrection or disobedience; hostile military or paramilitary action, or; acts of domestic terrorism.

b. Emergency – A natural or man-made situation that threatens to cause, or causes, loss of life and/or property and exceeds the physical and/or organizational response capabilities of a unit of local, state or federal government.

c. Illinois Law Enforcement Alarm System (or the abbreviation "ILEAS") – the third party Public Agency formed by Signatory Public Agencies to this LEMAA, or continued from the Prior Mutual Aid Agreement, to promote and facilitate law enforcement Mutual Aid in the State of Illinois, and;

d. Initial Governing Board – The first Governing Board of ILEAS established after two or more Public Agencies enter into this LEMAA.

e. Law Enforcement Personnel – An employee of a Signatory Public Agency to this LEMAA who is a law enforcement officer, county corrections officer or court security officer, as defined in Section 2 of the Illinois Police Training Act (50 ILCS 705/2).

f. LEMAA – This agreement.

g. Mutual Aid – Assistance provided by a Public Agency to another Public Agency pursuant to a definite and prearranged written agreement in the event of an Emergency or Disaster.

h. Prior Mutual Aid Agreement – a certain Mutual Aid Agreement having initial signatories in 2002 (with other signatory parties beginning their participation at a time later than the initial signatory parties) and which reflects a document modification date of “October 23, 2002” in the footer of the signature page (page 5).

i. Prior Signatory Public Agency – A Public Agency which executed the Prior Mutual Aid Agreement and has neither terminated its participation in the Prior Mutual Aid Agreement nor entered into this LEMAA.

i. Public Agency – Such units of government as are defined as a public agency by the Illinois Intergovernmental Cooperation Act (5 ILCS 220/2(1)).

j. Requesting Public Agency – A Signatory Public Agency to this LEMAA that has primary jurisdiction over the site of an Emergency or Disaster which, due to its perceived insufficient resources, equipment and/or Law Enforcement Personnel, would be unable to provide an adequate response to an Emergency or Disaster without the assistance of others.

k. Responding Public Agency – A Signatory Public Agency to this LEMAA that provides resources, equipment and/or Law Enforcement Personnel to a Requesting Public Agency during an Emergency or Disaster.

l. Signatory Public Agency – a Public Agency that has executed this LEMAA by signature of an authorized individual for the Public Agency under the authority of the Constitution of the State of Illinois (Ill. Const. Art. VII, § 10), the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) and the final approval required of the Public Agency in order to execute the LEMAA.

## **2. Agreement to Participate in Law Enforcement Mutual Aid.**

The Signatory Public Agency to this LEMAA agrees that, in the event of an Emergency or Disaster, it will respond to requests for assistance by a Requesting Public Agency with such Law Enforcement Personnel, equipment, resources, facilities, or services as are, in the opinion of the Responding Public Agency,

available and useful and being requested by a Requesting Public Agency. Possible responses shall include, but not be limited to, merely being on "stand by," providing the benefit of prior experience or consultation and/or actual "hands-on" participation in law enforcement activities in the jurisdiction of the Requesting Public Agency any one of which may also entail the provision of equipment, resources, facilities or other services. Provided, however, that each Responding Public Agency reserves the right to refuse to render assistance or to recall any or all rendered assistance, whenever it believes that such refusal or recall is necessary to ensure adequate protection of its own jurisdiction's property, citizenry or personnel.

It is expected that requests for Mutual Aid under this Agreement will be initiated only when the needs of the Requesting Public Agency exceed its resources. Responding Public Agencies' resources will be released and returned to their own respective jurisdictions by the Requesting Public Agency as soon as the situation is restored to the point where the Requesting Public Agency is able to satisfactorily handle the emergency or disaster with its own resources or when a Responding Public Agency decides to recall its assistance.

Whenever an Emergency or Disaster is of such magnitude and consequence that it is deemed advisable by the highest-ranking officer present of the Requesting Public Agency to request assistance from a Responding Public Agency, he is hereby authorized to do so under the terms of this LEMAA. The highest-ranking officer present of the Responding Public Agency is authorized to, and shall forthwith take, the following actions:

- Immediately determine what type of assistance is being requested.
- Immediately determine if the requested resources, equipment and/or Law Enforcement Personnel can be committed to the Requesting Public Agency.
- Immediately dispatch, in consultation and coordination with the ILEAS dispatcher, the resources, equipment and/or Law Enforcement Personnel that are available to the Requesting Public Agency.

At the Emergency or Disaster site, the highest-ranking officer of the Requesting Public Agency who is present shall assume full responsibility and command for operations at the scene. Law Enforcement Personnel from the Responding Public Agencies shall report to, and shall work under, the direction and supervision of the Requesting Public Agency. Provided, however, that at all times, the personnel of the Responding Public Agency shall remain employees of their own agency and shall adhere to the policies and procedures of their own employer. While working under the direction of the Requesting Public Agency, Law Enforcement Personnel shall only be required to respond to lawful orders.

All equipment provided or services performed under this LEMAA shall be provided without reimbursement to the Responding Public Agency from the Requesting Public Agency. Nothing contained herein shall prohibit a Responding Public Agency or ILEAS from seeking reimbursement or defrayment of any expenses it may have incurred in responding to a Mutual Aid request from other sources. The Requesting Public Agency agrees to cooperate with any effort to seek reimbursement or defrayment of Mutual Aid expenses on the part of Responding Public Agencies or ILEAS.

All Requesting Public Agencies, Responding Public Agencies and ILEAS are required to keep expense and accounting records to identify the costs and expenses of any Mutual Aid provided under this LEMAA.

Each Responding Public Agency shall assume sole responsibility for insuring or indemnifying its own employees, as provided by state, federal law and/or local ordinance, and for providing personnel benefits, including benefits that arise due to injury or death, to their own employees as required by state or federal law just as if the employee would have been working as an employee of the Responding Public Agency in its own home jurisdiction. Each Responding Public Agency shall also be responsible, regardless of fault, for replacing or repairing any damage to its own vehicles or equipment that occurs while providing assistance under this LEMAA.

The Requesting Public Agency agrees that this LEMAA shall not give rise to any liability or responsibility for the failure of any other Signatory Public Agency to respond to any request for assistance made pursuant to this LEMAA.

Each Responding Public Agency under this LEMAA further agrees that each Responding Public Agency will be responsible for defending itself in any action or dispute that arises in connection with, or as the result of, this LEMAA and that each Responding Public Agency will be responsible for bearing its own costs, damages, losses, expenses and attorney fees.

**3. The Illinois Law Enforcement Alarm System.** By agreement by and between each Signatory Public Agency to this LEMAA, there is and was formed and exists a third party Public Agency, created by the Signatory Public Agency parties to this LEMAA and by virtue of this LEMAA, which shall be known as the Illinois Law Enforcement Alarm System (hereinafter referred to as "ILEAS"). The following provisions apply to ILEAS:

- a. The Public Agency ILEAS shall have a governing board, consistent with the meaning of the phrase "governing board" in 5 ILCS 220/2(1), which shall be known as the "Governing Board."
  1. **Governing Board Composition and Voting.** The Governing Board of ILEAS shall consist of the following individual

members, described as follows:

- (a). Members of the Initial Governing Board – The individuals designated on Exhibit A will be members of the Initial Governing Board of ILEAS and shall serve until such time as their successors are elected or appointed, as the case may be.
- (b). Composition of the Governing Boards of ILEAS after the Initial Governing Board members have served their term shall be as follows, who shall serve until such time as their successors are elected or appointed, as the case may be:
  - 16 elected members representing eight (8) established ILEAS regions – there shall be one elected Sheriff member and one elected Chief of Police member from each of the eight (8) established ILEAS regions and the elected Sheriff member and the elected Chief of Police member shall be designated as the “Co-Chairs” from that region;
  - a permanent, non-elective Governing Board membership for the Illinois State Police Director or the Director’s designee,
  - a permanent, non-elective Governing Board membership for the President of the Illinois Association of Chiefs of Police or that President’s designee,
  - a permanent, non-elective Governing Board membership for the President of the Illinois Sheriff’s Association or that President’s designee.
  - two permanent, non-elective Governing Board memberships for the City of Chicago, Illinois or those persons designated by the Superintendent of Police, Chicago, Illinois.

Subject to the foregoing provisions of this subparagraph (b), no Public Agency shall be permitted to designate (as a candidate for election or appointment) a Governing Board Member unless that

Public Agency is a Signatory Public Agency and every Governing Board Member must be affiliated by employment with, or relation to, a Signatory Public Agency.

The President of ILEAS, with the advice and consent of the Governing Board of ILEAS, may appoint any number of *Ex-Officio* Governing Board consultants for the benefit of obtaining their counsel and advice but such individuals, if any, as are appointed to *Ex-Officio* Governing Board consultant positions shall not have any voting rights on matters to be decided by the Governing Board and, relative to the Board, are not agents or servants of the Governing Board, ILEAS or any Signatory Public Agency.

- (c). Members of Governing Boards of ILEAS after the Initial Governing Board – For purposes of determining the elected members of the Governing Board after the Initial Governing Board, the State of Illinois shall be divided into eight (8) regions which are shown on Exhibit B hereto. Any Signatory Public Agency to this LEMAA may nominate any one or more eligible individuals from its region as a candidate for Governing Board membership, including an individual employed by the Signatory Public Agency. Only Signatory Public Agencies to this LEMAA may vote for representatives to be elected from their region. Each Signatory Public Agency to this LEMAA gets one vote for an elected Sheriff member and one vote for an elected Chief of Police member from its region. Starting in 2015, the election of Governing Board members shall occur every two years in March of the year on a date to be determined by the Governing Board members in office in the October prior to the date of the election. Should a given Governing Board member vote result in a tie between candidates, the two or more candidates with the same highest number of votes shall participate in a “coin toss” selection process to determine who shall fill that Governing Board member position.
- (d). In the event that an elected Governing Board member dies, retires, resigns, is no longer employed by his employer in the same capacity as at the time of his

election or is otherwise unwilling or unable to serve the balance of that member's term, then a replacement Governing Board member from the same region as the Governing Board member being replaced shall be chosen by the remaining Governing Board member from that Region and shall serve until the next Governing Board member vote. If both Governing Board members from a given Region are no longer in office at the same time, then, by majority vote of the remaining Governing Board members still holding office, two replacements shall be chosen from that same Region (in individual, separate votes) and shall serve until the next Governing Board member vote. The replacement Governing Board member shall be a Sheriff if a Sheriff is being replaced and shall be a Chief of Police if a Chief of Police is being replaced.

- (e) Matters before the Governing Board for decision shall be decided by majority vote of a quorum of the voting members. A quorum for the conducting of the business of the Governing Board shall be established by the Bylaws promulgated by the Governing Board. Nothing contained herein shall prohibit the establishment of committees or subcommittees of the whole for the conduct of business as expressed in the Bylaws promulgated by the Governing Board.
- 2. Governing Board to Promulgate a Plan of Operation. The Governing Board shall cause to be promulgated a Plan of Operation for the giving and receiving of Mutual Aid under the provisions of the LEMAA and shall promulgate Bylaws for the management of ILEAS. Both the Plan of Operation and Bylaws may be modified from time to time based upon the majority vote of the then current members of the Governing Board.
- 3. Governing Board Compensation. All officers, members and *ex-officio* members of the Governing Board shall serve without compensation.
- 4. Regional Governing Boards. In each of the Regions, in addition to the co-chairs for that region, there may be elected a secretary, treasurer and sergeant at arms for that Region as well as any number of *ex-officio* members as that Region

desires.

- b. The Public Agency ILEAS shall have a President, Vice President, Secretary, Treasurer and Sergeant at Arms who shall be appointed by and from the Governing Board of ILEAS, at its discretion. The officers shall have the duties, responsibilities and powers accorded to them by the Bylaws of ILEAS as the Bylaws are established and may be amended from time to time by the Governing Board.
- c. The Public Agency ILEAS shall have an Executive Director, appointed by the Governing Board at its discretion, who shall be the chief operating officer of ILEAS and who shall have the duties, responsibilities and powers accorded to the Executive Director by the Bylaws of ILEAS as the Bylaws are established and may be amended from time to time by the Governing Board.
- d. The Public Agency ILEAS shall have the authority, right and power to:
  - 1. coordinate law enforcement Mutual Aid responses by and among Signatory Public Agencies to this LEMAA and act as a central receiving point for Mutual Aid requests;
  - 2. solicit and receive commitments from Signatory Public Agencies to respond to a Mutual Aid request and coordinate and provide support for any legal documentation necessary or desirable to effectuate the provision of law enforcement Mutual Aid;
  - 3. maintain an electronic mutual aid database to which all Signatory Public Agencies provide information related to each respective Signatory Public Agency's manpower, resources and equipment necessary to respond to a Mutual Aid request and to which all Signatory Public Agencies have access;
  - 4. identify through the mutual aid database individuals from Signatory Public Agencies with the ability, training and qualifications suitable for Mutual Aid responses, together with the necessary equipment and other resources as requested by the Requesting Public Agency;
  - 5. coordinate and provide a facility for training exercises and education;
  - 6. solicit, obtain and administer funds for the operations and functions of ILEAS and the provision of law enforcement

- Mutual Aid in the form of grants, donations, endowments or allocations of funds from other governmental agencies or other sources (but not from the issuance of any debt obligations), to assess Board-approved dues on Signatory Public Agencies and to obtain reimbursement, payment, advances or funds from any governmental entity or agency which provides, allocates or administers funds to defray, pay or reimburse the expenses of those entities participating in Mutual Aid efforts;
7. provide accounting, budgeting, estimation, documentation, archival and general administrative support for law enforcement Mutual Aid deployments (actual, planned, proposed or contemplated) and the general operations of ILEAS;
  8. obtain indemnity, casualty, liability and worker's compensation insurance for the operations of ILEAS in amounts and under terms deemed appropriate by the Governing Board;
  9. employ support personnel to perform the functions and operations of ILEAS;
  10. enter into contracts, agreements, purchase agreements and leases necessary to the functions and operations of ILEAS;
  11. provide and display identification, signage, insignias, patches or other indicia which identify ILEAS employees and agents if and when such employees and/or agents are on site to coordinate or facilitate disaster and/or emergency relief performed by various Responding Public Agencies;
  12. to own, hold, supply, borrow or lend, in ILEAS' name, such personal property as deemed necessary by the Governing Board to the purposes, functions and operations of ILEAS;
  13. facilitate, enhance or enable interagency communication relative to the provision of Mutual Aid;
  14. provide to Signatory Public Agencies to this LEMAA such information as is useful to them relative to what resources are available from ILEAS or other Signatory Public Agencies to this LEMAA ;
  15. maintain a listing or database of available equipment, available animals and alleged independent contractor

experts in various fields that would serve as a resource to ILEAS and any Signatory Public Agency to this LEMAA which listing would be made available to such Signatory Public Agencies with the understanding on the part of the requesting Signatory Public Agency that ILEAS:

- (a) does not represent, provide, recommend or warrant to any Signatory Public Agency the appropriateness, integrity, quality, or qualifications of any listed resource, equipment or animal for a given use (such determination to be made solely by the requesting Signatory Public Agency), and;
  - (b) does not furnish, employ, provide, retain or have as its agent, any alleged expert whose contact information is provided to the Signatory Public Agency, such alleged expert being solely an independent contractor and, further, does not represent, recommend or warrant to any Signatory Public Agency the appropriateness, integrity, training, quality or qualifications of any alleged expert (such determinations to be made solely by the requesting Signatory Public Agency), and;
  - (c) relative to any animal, does not represent, recommend or warrant to any Signatory Public Agency the appropriateness, training, behavioral characteristics, quality or qualifications of any animal for a given use (such determination to be made solely by the requesting Signatory Public Agency).
16. engage in such other activities as support, enhance or enable Mutual Aid by and between the Signatory Public Agencies to this LEMAA.
- e. It is not the function, responsibility or purpose of ILEAS to warrant or endorse the sufficiency or talents of, deploy, supply, direct, command or manage any Law Enforcement Personnel responding to Mutual Aid requests under this LEMAA. Any Law Enforcement Personnel responding to a law enforcement Mutual Aid request under this LEMAA shall be Law Enforcement Personnel of a Responding Public Agency (and not of ILEAS) and shall take their orders from commanding officers of either the requesting Public Agency or the Responding Public Agency, as otherwise detailed in this LEMAA. In general, ILEAS' function in a Mutual Aid deployment is to receive the Mutual Aid request, identify and contact

appropriate potential responding Signatory Public Agency responders, obtain commitments from such potential Signatory Public Agency responders that they will respond to the Mutual Aid request, identify those Signatory Public Agencies who will respond to the Mutual Aid request of the Requesting Public Agency, provide ILEAS' expertise, services and experience relative to issues associated with Mutual Aid deployments and continue to monitor the adequacy of the Mutual Aid response to be able to respond if the Requesting Public Agency determines more assistance is needed and review the sufficiency of the Mutual Aid response that was made. ILEAS may, in its discretion, establish an on site presence at the Mutual Aid site when the Requesting Public Agency or the Responding Public Agencies believe such presence is useful to the purposes and functions of ILEAS and/or the Requesting Public Agency or the Responding Public Agencies.

**4. Additional Signatory Public Agency Provisions**

- a. Each Signatory Public Agency to this LEMAA agrees to maintain liability insurance with a Best's rated A- or better insurance company or a self insurance trust fund in the face or indemnity amount of at least one million dollars (\$1,000,000.00) which would provide, *inter alia*, liability coverage for any activities in which the Signatory Public Agency to this LEMAA might engage under this LEMAA.
- b. Each Signatory Public Agency to this LEMAA agrees to provide to ILEAS information about the equipment, resources and personnel of its Public Agency, jurisdictional and regional demographic information, contact information, National Incident Management Systems information and Reception Site Staging information which may be used by ILEAS to aid in ILEAS' support role under this LEMAA. The Executive Director of ILEAS shall prepare a document, which will be amended from time to time, which requests the information desired and send it to each Signatory Public Agency for completion and update. Each Signatory Public Agency to this LEMAA agrees that ILEAS may distribute any information obtained by the Executive Director to any other Signatory Public Agency to this LEMAA who may request such information for Mutual Aid purposes.
- c. Each Signatory Public Agency to this LEMAA agrees that it will not hold itself out as an agent of ILEAS or any Public Agency other than itself and will instruct each of its employees that they are not to hold themselves out as employees or agents of ILEAS or any

Public Agency other than the one as to which they are actually agents or employees. Further, each Signatory Public Agency to this LEMAA agrees to monitor the activities of its agents and employees to maintain compliance with this provision of the LEMAA.

- d. Each Signatory Public Agency to this LEMAA understands that, under the Constitution of the State of Illinois (Ill. Const. Art. VII, §10) and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), ILEAS may only be delegated authority, abilities and powers that the Signatory Public Agency to this LEMAA has itself. To the extent that a Signatory Public Agency to this LEMAA does not have legal authority to participate in cooperative law enforcement mutual aid, this LEMAA is void and of no effect relative to such Signatory Public Agency.
- e. It is the intent of each Signatory Public Agency to this LEMAA that ILEAS be created with all the powers enumerated herein and without further restrictions on those powers. Therefore, each Signatory Public Agency agrees that, if that Signatory Public Agency is determined to not have the authority or powers that are coextensive with those granted to ILEAS in this LEMAA or it is determined that the Signatory Public Agency is limited in the exercise of its authority or its powers to a greater extent than ILEAS is limited by this LEMAA, rather than limiting the powers of ILEAS, that finding will cause the Signatory Public Agency's participation in the creation of ILEAS to be void *ab initio* and Section 3 of this LEMAA shall not apply to such a Signatory Public Agency. Such a finding will not, however, invalidate the Signatory Public Agency's adoption of this LEMAA for purposes of providing and receiving law enforcement Mutual Aid.
- f. Each Signatory Public Agency to this LEMAA warrants that:
  1. It is a Public Agency under the laws of the State of Illinois.
  2. It is authorized by the legal process and laws applicable to that Public Agency that it has the full authority and right to enter into this LEMAA.
  3. To the extent that it is called upon to provide Law Enforcement Personnel as a Responding Public Agency, the Law Enforcement Personnel the Signatory Public Agency to this LEMAA provides have been properly credentialed by the Illinois Law Enforcement Training Standards Board to be a law enforcement officer, county corrections officer or court security officer in the State of Illinois and have been trained

relative to the types of tasks that the Law Enforcement Personnel will be undertaking relative to the mutual aid request.

4. To the extent that it is called upon to provide equipment as a Responding Public Agency, the equipment the Signatory Public Agency to this LEMAA provides is in good working order with no known defects, problems, faults or limitations that would make its use dangerous or impractical.

**5. Termination of Participation in LEMAA**

- a. Any Signatory Public Agency to this LEMAA has the right to terminate its participation in this LEMAA upon ninety (90) days notice to ILEAS. ILEAS shall notify remaining Signatory Public Agency parties to the LEMAA of the notice of termination.
- b. To the extent that a Signatory Public Agency incurs an obligation under this LEMAA prior to the expiration of the ninety (90) day notice of termination period, nothing contained in this section shall be interpreted to mean that that Signatory Public Agency should not meet its obligation under this LEMAA. Termination is automatically effective upon the expiration of the ninety (90) day period without further action by any party.

**6. Non-Member Affiliates**

- a. Definition of Status – A non-member affiliate of ILEAS is an incorporeal entity, which is not a public agency, but which has been vested with police powers by the State of Illinois, and which:
  1. would be eligible to request or provide law enforcement mutual aid, and;
  2. has agreed with ILEAS, under the provisions of this LEMAA, to be a non-member affiliate and abide by the provisions of this Agreement applicable to a non-member affiliates.
- b. Purpose of Non-Member Affiliate Status – While only Public Agencies may enter into this LEMAA and form ILEAS, there exists value to the public agencies forming ILEAS in having non-member affiliates to provide counsel, advice, experience and different points of view with respect to the problems and issues confronted and addressed by the Public Agencies which have formed ILEAS. As well, as situations sometimes call for coordination with entities with

police power which are not Public Agencies, advance cooperation, planning, coordination and sharing with such entities remains valuable to the Signatory Public Agencies forming ILEAS. As well, in situations of emergency or disaster and to the extent permitted by law, law enforcement services may be provided or given by non-member affiliates under agreements approved by the Governing Board of ILEAS.

- c. Participation by Non-Member Affiliate – A non-member affiliate becomes or remains a non-member affiliate at the sole discretion and pleasure of the Governing Board of ILEAS.
- A non-member affiliate may:
    1. send its law enforcement officers to participate in ILEAS-organized training and educational events upon terms and conditions determined by ILEAS;
    2. have its representative agent serve, at the discretion of the President of ILEAS and with the advice and consent of the Governing Board of ILEAS, as an *ex-officio* Governing Board Consultant;
    3. at the discretion of ILEAS, provide advice and counsel to ILEAS relative to a mutual aid situation.
    4. to the extent permitted by law:
      - (a) and under terms and conditions to be determined by the Governing Board of ILEAS, enter into agreements permitting peace officers of a non-member affiliate to provide law enforcement services, in an emergency or disaster, to Signatory Public Agencies and utilize ILEAS coordination services.
      - (b) and under terms and conditions to be determined by the Governing Board of ILEAS, enter into agreements permitting Signatory Public Agencies to provide law enforcement services, in an emergency or disaster, to the non-member affiliate and utilize ILEAS coordination services.
  - A non-member affiliate, or its representative(s) may not:
    1. represent to any third party or the public at large that it is a “member” of ILEAS or a Signatory Public Agency of ILEAS;

2. bind ILEAS, or any of the Signatory Public Agencies to this LEMAA, to any form of an agreement of any sort or kind;
  3. disclose to any third party or the public at large:
    - (a) the discussions to which its representatives may be privy at any Governing Board meeting,
    - (b) any documents, strategems or other planning activities associated with the business or activities of ILEAS or its Signatory Public Agencies,
    - (c) any information deemed by ILEAS or its Signatory Public Agencies as confidential in nature, with the presumption that, if the information was learned at any meeting or assemblage of ILEAS Directors, Officers or Signatory Party representatives, the information should be deemed confidential.
- A non-member affiliate shall:
    1. to the extent that it participates in ILEAS events, maintain liability insurance with a Best's rated A- or better insurance company or a self insurance trust fund in the face or indemnity amount of at least one million dollars (\$1,000,000.00) which would provide, *inter alia*, liability coverage for any activities in which the non-member affiliate might engage.
    2. advise any individual, who will be representing the non-member affiliate, of the terms and conditions of non-member affiliate status and direct that individual to act consistently with those terms and conditions.
    3. to the extent determined by the Governing Board of ILEAS, pay appropriate dues for a non-member affiliate.
  - d. Evidence of Participation as Non-Member Affiliate – Upon the endorsement of approval by the President of ILEAS' Governing Board of an application for non-member affiliate status, the incorporeal entity applying for non-member affiliate with ILEAS shall become a non-member affiliate with ILEAS.
    1. The granting of non-member affiliate status with ILEAS may be revoked at any time and for such reasons as the Governing Board sees fit in its sole discretion and choice.

2. Nothing associated with the granting of a status as a non-member affiliate shall be deemed to create a partnership, joint venture, or any other legal combination of entities, including but not limited to, any principal/agent status by or between the non-member affiliate and either ILEAS or a Signatory Public Agency.

## **7. Additional Provisions**

- a. Application of Law and Venue Provisions - This LEMAA shall be governed by, and interpreted and construed under, the laws of the State of Illinois. The exclusive venue for the enforcement of the provisions of this Agreement or the construction or interpretation of this Agreement shall be in a state court in Springfield, Illinois.
- b. Compliance with Laws - All Signatory Public Agencies to this LEMAA agree to comply with all federal, state, county and local laws and ordinances as well as all applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to the Signatory Public Agencies' respective performances of the provisions of this LEMAA.
- c. Lack of Waiver - Acceptance of partial performance or continued performance after breach of this LEMAA shall not be construed to be a waiver of any such breach.
- d. Status of a Signatory Public Agency – Nothing contained within this LEMAA shall be deemed to create, or be interpreted to intend to create, a joint venture, partnership or any other sort of legal association or combination of entities as between the Signatory Public Agencies to this LEMAA or as between ILEAS and any Signatory Public Agency to this LEMAA. Each Signatory Public Agency to this LEMAA is acting in its own individual capacity and not as the agent of any other Public Agency which is created by this or any other counterpart copy of this LEMAA or which is a Signatory Public Agency to this LEMAA.
- e. Involuntary Termination of Participation in ILEAS – Under terms and conditions established by the Board of Governors of ILEAS, a Signatory Public Agency may have its participation in this LEMAA involuntarily terminated. The terms and conditions shall describe those situations where such involuntary termination may occur and

the process to be followed to make the determination as to whether involuntary termination shall occur.

- f. Immunities - With respect to ILEAS and each and every Signatory Public Agency to this LEMAA, becoming a Signatory Public Agency to this LEMAA or performance under the terms of this LEMAA shall not be deemed to waive any governmental immunity or defense to which the Signatory Public Agency or ILEAS would otherwise be entitled under statute or common law in the absence of this LEMAA.
- g. No Third Party Beneficiary -This LEMAA is not intended nor expected to confer upon or entitle any person or entity, other than ILEAS and the Signatory Public Agencies to this LEMAA, any information, benefits, advantages, rights or remedies. It is expressly understood and agreed that enforcement of the terms and conditions of this LEMAA, and all rights of action relating to such enforcement, shall be strictly reserved to ILEAS and the Signatory Public Agencies to this LEMAA and nothing contained in this LEMAA shall give or allow any claim or right of action by any other or third person or entity (including, but not limited to, members of the general public) based on this LEMAA. It is the express intention of ILEAS and the Signatory Public Agencies to this LEMAA that any person or entity (other than ILEAS and the Signatory Public Agencies to this LEMAA) who may be deemed to receive services or benefits under this LEMAA shall be deemed to be only an incidental beneficiary to this LEMAA.
- h. Paragraph Headings - The captions and headings used in this LEMAA are only for convenience of reference and the organization of this LEMAA and shall not be construed as expanding, defining or limiting the terms and provisions in this LEMAA.
- i. Severability - If any part, term, or provision of this LEMAA is held by the courts to be invalid, unenforceable, contrary to law or in conflict with any of the laws of the State of Illinois, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties to this LEMAA shall be construed and enforced as if the LEMAA did not contain the particular part, term, or provision held to be invalid, unenforceable, contrary to law or in conflict with any law of the State of Illinois.

- j. Parol Evidence and Prior Mutual Aid Agreements - This LEMAA constitutes the entire agreement between the Signatory Public Agencies concerning this LEMAA's subject matter, whether or not written, and may not be modified except as otherwise provided herein.
- As between Signatory Public Agencies, this LEMAA supersedes, in its entirety, the Prior Mutual Aid Agreement concerning its subject matter.
  - As between Signatory Public Agencies to this LEMAA and Prior Signatory Public Agencies who have not executed this LEMAA, this LEMAA does not supersede the Prior Mutual Aid Agreement.
  - Nothing contained herein shall be deemed to affect other Mutual Aid agreements that a Signatory Public Agency to this LEMAA may have executed.
- k. Amendments – As it may be desirable, from time to time, to amend this LEMAA, this subsection shall govern that process. In the event that one or more signatory public agencies wishes to propose an amendment to this LEMAA, such signatory public agency(ies) shall communicate the proposed amendment to the Governing Board in the form of a resolution as to which there can be a vote for the resolution or against the resolution. No resolution may come to a vote unless at least ten (10) then-current signatory public agencies (including the signatory public agency(ies) proposing the amendment) endorse their written desire to have a vote on the resolution. In not less than 30 days nor more than 180 days after receipt of the proposed amendment with the requisite minimum of ten (10) endorsements, the Board shall communicate the proposed amendment to all then-current signatory public agencies to the LEMAA together with the date and time by which the signatory public agency must cast its vote for or against the resolution. Each then-current signatory public agency is entitled to one vote. The vote of the signatory public agency should be sent to whomever is the Executive Director at the time of the cutoff for receipt of the votes and such votes may be sent by letter, fax or email but may not be communicated orally (in person or by telephone). The sender assumes all risk that the communication of the vote will not be received in time so early voting is encouraged. The cutoff date and time for the vote to be received by the Executive Director must

not be sooner than fourteen 14 days after the Board has sent out its communication that an amendment has been proposed. The Executive Director shall be the sole individual to determine if the vote was received in a timely fashion in order to be counted and all votes shall be tallied within one day after the date when the voting was terminated. The resolution shall carry if the votes in favor of the amendment constitute greater than fifty percent (50%) of the total votes cast and shall fail if the votes against the amendment constitute less than or equal to fifty percent (50%) of the total votes cast. If the resolution carries, unless the resolution, by its terms, provides for a later date when it would be effective, the amendment is effective upon the determination by vote tally that the resolution carried. As soon as reasonably possible after the results of the voting have been determined, the Executive Director shall communicate the results of the voting to all then-current signatory public agencies.

- I. Notices - Notices concerning the withdrawal of a Signatory Public Agency from the terms and conditions of this LEMAA under Section 5 of this LEMAA shall be made to ILEAS at 1701 E. Main St., Urbana, Illinois 61802. Notice of any alleged or actual violations of the terms or conditions of this LEMAA shall be made to ILEAS at 1701 E. Main St., Urbana, Illinois 61802 and each other Signatory Public Agency to this LEMAA who is alleged to have committed the alleged or actual violation of the terms or conditions of this LEMAA.
  
- m. Counterparts - This LEMAA may be, and is anticipated to be, executed in counterparts, each of which shall be deemed to be an original of this LEMAA.

*Balance of this page is intentionally left blank before the signature page.*



**Exhibit A**

- William Smith, Captain, Illinois State Police
- Wayne Gulliford, Deputy Chief, Chicago Police Dept
- Steve Georgas, Deputy Chief, Chicago Police Dept
- Eric Smith, Chief of Police, Sherman, Illinois
- Tom Schneider, Sheriff, Macon County, Illinois
- David Snyders, Sheriff, Stephenson County, Illinois
- Victor Moreno, Chief of Police, East Moline, Illinois
- Thomas Roman, Chief of Police, Waubonsee Community College
- Roger Scott, Sheriff, DeKalb County, Illinois
- Steve Neubauer, Chief of Police, Tinley Park, Illinois
- John Zaruba, Sheriff, DuPage County, Illinois
- Mike McCoy, Sheriff, Peoria County, Illinois
- Brian Fengel, Chief of Police, Bartonville, Illinois
- Don Volk, Chief of Police, Washington, Illinois
- Derek Hagen, Sheriff, Iroquois County, Illinois
- Richard Miller, Chief of Police, Granite City, Illinois
- Jim Vazzi, Sheriff, Montgomery County, Illinois
- Andrew Hires, Sheriff, Richland County, Illinois
- Bill Ackman, Chief of Police, Robinson, Illinois
- Jody O'Guinn, Chief of Police, Carbondale, Illinois
- Keith Brown, Sheriff, Saline County, Illinois

or their respective successors per this LEMAA

Exhibit B





ST. CHARLES  
SINCE 1834

### AGENDA ITEM EXECUTIVE SUMMARY

Title: Recommendation to Approve Construction Service Agreement with Hardin Paving Services for the 2014 MFT Street Rehabilitation Project

Presenter: James Bernahl

*Please check appropriate box:*

<input checked="" type="checkbox"/>	Government Operations 05-05-14	<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:	\$1,713,317	Budgeted:	YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>
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If NO, please explain how item will be funded:

#### Executive Summary:

On April 17, 2014 at 10:00 AM, sealed bids for the 2014 MFT Street Rehabilitation Program were publicly opened and read aloud. The City received a total of five qualified bids for this project and the results of the bid opening are as follows:

Engineer's Estimate: \$1,662,783

Bid Results:

Hardin Paving Services	\$1,713,317
Geneva Construction Co.	\$1,721,012
Plote Construction Inc.	\$1,818,156
Johnson Paving	\$1,853,525
Schroeder Asphalt Services	\$1,887,785

Funding for this program is based on a combination of Motor Fuel Tax Dollars (MFT) and Corporate Funds. The scope of work will include roadway, sidewalk, curb and inlet replacement, selected storm and sanitary sewer replacement, public alleys, and public parking lot "H" (east side of North 2<sup>nd</sup> Street at State Street) and a portion of the Public Works Facility. Repairs performed by the City Public Works crews will be coordinated with the General Contractor. The Public Works Engineering Division prepared all design and specifications and performed the bid opening and review. The City's Engineering Inspector will be Gary Long who will provide on-site construction engineering inspections. The City staff has contacted the references for Hardin Paving Services and staff believes that the contractor is capable to perform this work.

#### Attachments: (please list)

Copy of Bit Tabulation Sheet

#### Recommendation / Suggested Action (briefly explain):

Recommendation to approve Construction Service Agreement with Hardin Paving Services for the 2014 MFT Street Rehabilitation Project for an amount not to exceed \$1,713,317.

For office use only: Agenda Item Number: 6a



**Tabulation of Bids**

Local Public Agency: City of St. Charles  
 County: Kane  
 Section: 14-00102-00-PV  
 Estimate: 1,662,783.00

Date: 17-Apr-20  
 Time: 10:00 AM  
 Appropriation:

Attended By:

Item No.	Item	Delivery	Unit	Quantity	Name of Bidder:		Address of Bidder:		Geneva Construction Co.		Plate Construction Inc.		Johnson Paving		Schroeder Asphalt Services	
					Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
44000163	HOT-MIX ASPHALT SURFACE REMOVAL, 3'-1/2"		SY	8,691	\$3.00	\$26,073.00										
44000157	HOT-MIX ASPHALT SURFACE REMOVAL, 2"		SY	32,772	\$2.50	\$81,930.00										
44000100	PAVEMENT REMOVAL		SY	1,900	\$13.00	\$24,700.00										
21001000	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION		SY	1,900	\$1.80	\$3,420.00										
2001200	REMOVE AND DISPOSAL OF UNSUITABLE MATERIAL		CY	300	\$9.00	\$2,700.00										
2070220	POROUS GRANULAR EMBANKMENT		CY	300	\$29.50	\$8,850.00										
45000301	PORTLAND CEMENT CONCRETE PAVEMENT 8" (JOINTED)		SY	300	\$9,000.00	\$2,700.00										
31101300	SUBBASE GRANULAR MATERIAL, TYPE B 5"		CY	265	\$35.00	\$9,275.00										
44200956	CLASS B PATCHES, TYPE II, 8 INCH		SY	80	\$73.00	\$5,840.00										
44201717	CLASS D PATCHES, TYPE II, 8 INCH		SY	1,019	\$35.00	\$35,665.00										
4060335	HOT-MIX ASPHALT SURFACE COURSE, MK "D", N60		TON	4,401	\$70.00	\$308,070.00										
40603360	HOT-MIX ASPHALT BINDER COURSE, JL19.0, N60		TON	1,095	\$65.00	\$71,175.00										
40600100	BITUMINOUS MATERIALS (PRIME COAT)		GAL	12,386	\$0.25	\$3,096.50										
40600300	AGGREGATE (PRIME COAT)		TON	90	\$1.00	\$90.00										
XX003425	PORTLAND CEMENT CONCRETE DRIVEWAY REMOVAL AND REPLACEMENT		SY	920	\$48.00	\$44,160.00										
XX006947	HOT-MIX ASPHALT DRIVEWAY REMOVAL AND REPLACEMENT		SY	1,542	\$33.00	\$50,886.00										
Z0007420	SIDEWALK REPAIR (SPECIAL)		SF	10,072	\$5.50	\$55,396.00										
44400600	SIDEWALK REMOVAL		SF	670	\$1.25	\$837.50										
X4400220	CURB REMOVAL AND REPLACEMENT		LF	4,482	\$20.00	\$89,640.00										
X7010218	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)		LS	1	\$35,000.00	\$35,000.00										
X2507000	SODDING, SPECIAL		SY	2,240	\$10.00	\$22,400.00										
78000200	THERMOPLASTIC PAVEMENT MARKING - LETTERS & SYMBOLS		SF	280	\$10.00	\$2,800.00										
78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 4"		LF	2,910	\$1.50	\$4,365.00										
78000600	THERMOPLASTIC PAVEMENT MARKING - LINE 6"		LF	895	\$2.00	\$1,790.00										
78000800	THERMOPLASTIC PAVEMENT MARKING - LINE 12"		LF	120	\$4.00	\$480.00										
88600900	DETECTOR LOOP REPLACEMENT		LF	136	\$7.00	\$952.00										
67100103	MOBILIZATION		LF	380	\$32.00	\$12,160.00										
			LS	1	\$45,000.00	\$45,000.00										
<b>CORPORATE ITEMS (NON MFD)</b>																
1	Remove & Replace Fire Hydrant & Aux. Valve Box & Install Stabilizer		EA	4	\$4,000.00	\$16,000.00										
2	Remove & Replace 6" Auxiliary Valve & 5-1/4" Box & Install Stabilizer		EA	1	\$5,500.00	\$5,500.00										
3	Remove & Replace B-Box in Driveway or Sidewalk		EA	4	\$1,500.00	\$6,000.00										
4	Reset 5-1/4" Auxiliary Valve Box & Install Stabilizer		EA	1	\$600.00	\$600.00										
5	Replace 5-1/4" Auxiliary Valve Box & Install Stabilizer		EA	12	\$1,500.00	\$18,000.00										
6	Replace 5-1/4" Valve Box in Pavement & Install Stabilizer		EA	1	\$2,000.00	\$2,000.00										
7	Replace Valve Box with Valve Vault (I.D.-48")		EA	1	\$5,000.00	\$5,000.00										
8	Reset Valve Vault Frame in Sidewalk		EA	1	\$475.00	\$475.00										
9	Remove & Replace 6" Valve & Valve Vault (I.D.-48")		EA	10	\$650.00	\$6,500.00										
10	Remove & Replace 6" Valve & Valve Vault (I.D.-48")		EA	3	\$4,000.00	\$12,000.00										
11	Remove 12" Valve & Valve Vault (I.D.-48") - Cut Main & Cap Tee		EA	1	\$4,000.00	\$4,000.00										
12	Lower 4" Class 52 Ductile Iron Water Main		LF	24	\$100.00	\$2,400.00										
13	10" Ductile Iron Water Main - Casing Pipe		LS	1	\$400.00	\$400.00										
14	Remove & Replace Sanitary Manhole (I.D.-48")		EA	4	\$8,000.00	\$32,000.00										
15	Sanitary Manhole Chimney Seal		EA	4	\$375.00	\$1,500.00										



**Tabulation of Bids**

Local Public Agency: City of St. Charles  
 County: Kane  
 Section: 14-00102-00-PV  
 Estimate: 1,662,783.00

Date: 17-Apr-20  
 Time: 10:00 AM  
 Appropriation:

Attended By:

Item No.	Item	Delivery	Unit	Quantity	Proposed Guarantee Estimate		Geneva Construction Co.		Piotre Construction Inc.		Johnson Paving		Schroeder Asphalt Services	
					Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
16	Remove & Replace Frame & Lid in Pavement - Sanitary		EA	4	\$650.00	\$2,600.00	\$1,250.40	\$5,009.60	\$1,200.00	\$4,800.00	\$350.00	\$1,400.00	\$367.50	\$1,470.00
17	Sanitary Sewer Pipe Removal and Replacement - 8"		LF	32	\$200.00	\$6,400.00	\$99.25	\$3,176.00	\$5.00	\$1,600.00	\$400.00	\$1,600.00	\$200.00	\$6,400.00
18	Sanitary Sewer Pipe Removal and Replacement - 10"		LF	20	\$225.00	\$4,500.00	\$123.00	\$2,460.00	\$120.00	\$2,400.00	\$480.00	\$1,920.00	\$400.00	\$1,600.00
19	Sanitary Manholes to be Reconstructed		EA	1	\$2,300.00	\$2,300.00	\$1,465.00	\$1,465.00	\$1,400.00	\$1,400.00	\$1,500.00	\$1,500.00	\$1,575.00	\$1,575.00
20	Sanitary Sewer Service Removal and Replacement 6"		LF	46	\$75.00	\$3,450.00	\$73.15	\$3,364.90	\$70.00	\$3,220.00	\$140.00	\$6,440.00	\$147.00	\$6,720.00
21	Remove and Replace Storm Manhole (I.D.-48"), w/ 48" Dia. Manhole		EA	6	\$5,500.00	\$33,000.00	\$4,075.00	\$24,450.00	\$3,900.00	\$23,400.00	\$5,800.00	\$34,800.00	\$6,090.00	\$36,540.00
22	Remove and Replace Storm Manhole (I.D.-48"), w/ 36" Dia. Manhole		EA	1	\$3,000.00	\$3,000.00	\$3,760.00	\$3,760.00	\$3,750.00	\$3,750.00	\$3,750.00	\$3,750.00	\$3,750.00	\$3,750.00
23	Remove and Replace Storm Structure (I.D.-36"), w/ 36" Dia. Catch Basin		EA	6	\$2,200.00	\$13,200.00	\$3,970.00	\$23,820.00	\$3,965.94	\$23,795.64	\$3,800.00	\$22,800.00	\$5,800.00	\$34,800.00
24	Remove and Replace Storm Structure (I.D.-24"), w/ 48" Dia. Catch Basin		EA	1	\$5,000.00	\$5,000.00	\$4,390.00	\$4,390.00	\$4,383.40	\$4,383.40	\$4,200.00	\$4,200.00	\$5,500.00	\$5,500.00
25	Remove and Replace Catch Basin, Type "C" - 24" Dia. w/ 2" Stump		EA	8	\$1,600.00	\$12,800.00	\$2,191.70	\$17,533.60	\$2,191.70	\$17,533.60	\$2,000.00	\$16,000.00	\$2,100.00	\$16,800.00
26	Abandon Existing Storm Structure		EA	2	\$500.00	\$1,000.00	\$522.00	\$1,044.00	\$500.00	\$1,000.00	\$300.00	\$600.00	\$315.00	\$630.00
27	48" Dia. Storm Manhole in Pavement		EA	3	\$5,000.00	\$15,000.00	\$3,345.00	\$10,035.00	\$3,339.73	\$10,019.19	\$3,200.00	\$9,600.00	\$5,600.00	\$16,380.00
28	48" Dia. Storm Manhole in Parkway		EA	1	\$4,500.00	\$4,500.00	\$3,135.00	\$3,135.00	\$3,131.00	\$3,131.00	\$3,000.00	\$3,000.00	\$5,800.00	\$5,800.00
29	Remove and Replace Inlet, Type "A" - 24" Dia.		EA	10	\$1,400.00	\$14,000.00	\$1,880.00	\$18,800.00	\$1,876.60	\$18,766.00	\$1,800.00	\$18,000.00	\$1,400.00	\$14,000.00
30	Inlet, Type "A" - 24" Dia.		EA	1	\$1,200.00	\$1,200.00	\$1,252.40	\$1,252.40	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,300.00	\$1,300.00
31	Reset Manhole Frame in Pavement - Storm		EA	9	\$550.00	\$4,950.00	\$835.00	\$7,515.00	\$834.93	\$7,514.37	\$800.00	\$7,200.00	\$1,365.00	\$12,240.00
32	Reset Frame in Curb - Storm		EA	1	\$400.00	\$400.00	\$785.00	\$785.00	\$750.00	\$750.00	\$500.00	\$500.00	\$525.00	\$525.00
33	Remove & Replace Frame & Lid in Curb - Storm		EA	1	\$500.00	\$500.00	\$1,045.00	\$1,045.00	\$1,043.67	\$1,043.67	\$650.00	\$650.00	\$650.00	\$650.00
34	Remove & Replace Frame & Lid in Pavement - Storm		EA	2	\$850.00	\$1,700.00	\$1,100.00	\$2,200.00	\$1,095.85	\$2,191.70	\$1,050.00	\$2,100.00	\$600.00	\$1,200.00
35	Storm Sewer Service, PVC SDR 26, 6"		EA	1	\$400.00	\$400.00	\$835.00	\$835.00	\$834.93	\$834.93	\$800.00	\$800.00	\$825.00	\$825.00
36	Storm Sewer Service, PVC SDR 26, 6"		LF	131	\$40.00	\$5,240.00	\$52.25	\$6,844.75	\$52.18	\$6,835.58	\$50.00	\$2,000.00	\$420.00	\$5,460.00
37	Storm Sewer Pipe, PVC SDR 21 - 10"		LF	66	\$70.00	\$4,620.00	\$68.00	\$4,488.00	\$67.84	\$4,477.44	\$65.00	\$4,290.00	\$48.00	\$2,880.00
38	Storm Sewer Pipe, PVC SDR 26, Removal and Replacement - 10"		LF	20	\$70.00	\$1,400.00	\$99.25	\$1,985.00	\$96.15	\$1,923.00	\$95.00	\$1,900.00	\$180.00	\$3,600.00
39	Storm Sewer Pipe, PVC SDR 21, Removal and Replacement - 12"		LF	10	\$75.00	\$750.00	\$148.00	\$1,480.00	\$147.16	\$1,471.60	\$141.00	\$1,410.00	\$300.00	\$2,100.00
40	Storm Sewer Pipe, PVC SDR 21, Removal and Replacement - 10"		LF	25	\$80.00	\$2,000.00	\$101.50	\$2,537.50	\$101.24	\$2,531.00	\$97.00	\$2,425.00	\$300.00	\$2,400.00
41	Storm Sewer Pipe, PVC SDR 21, Removal and Replacement - 12"		LF	69	\$85.00	\$5,865.00	\$116.00	\$8,004.00	\$115.85	\$7,993.65	\$111.00	\$7,659.00	\$350.00	\$12,250.00
42	Storm Sewer Pipe, PVC SDR 26 - 12"		LF	176	\$80.00	\$14,080.00	\$74.25	\$13,068.00	\$74.10	\$13,041.60	\$71.00	\$12,496.00	\$74.00	\$13,024.00
43	Storm Sewer Pipe, PVC SDR 21 - 12"		LF	807	\$85.00	\$68,595.00	\$76.25	\$61,533.75	\$76.19	\$61,485.30	\$73.00	\$58,911.00	\$75.00	\$60,525.00
44	Storm Sewer Pipe, RCP Class 3, Removal and Replacement - 12"		LF	10	\$65.00	\$650.00	\$104.50	\$1,045.00	\$104.37	\$1,043.70	\$100.00	\$1,000.00	\$300.00	\$3,000.00
45	Storm Sewer Pipe, RCP Class 3, Removal and Replacement - 10"		LF	12	\$70.00	\$840.00	\$95.00	\$1,140.00	\$94.02	\$1,128.24	\$92.00	\$1,104.00	\$280.00	\$3,360.00
46	Storm Sewer Pipe, RCP Class 4, Removal and Replacement - 12"		LF	48	\$80.00	\$3,840.00	\$105.00	\$5,040.00	\$105.41	\$5,059.68	\$101.00	\$4,848.00	\$300.00	\$3,600.00
47	Storm Sewer Pipe, RCP Class 4, Removal and Replacement - 10"		LF	130	\$90.00	\$11,700.00	\$70.00	\$9,100.00	\$68.88	\$8,954.40	\$66.00	\$8,580.00	\$300.00	\$3,000.00
48	Storm Sewer Pipe, RCP Class 4, Removal and Replacement - 15"		LF	275	\$110.00	\$30,250.00	\$72.00	\$19,800.00	\$72.01	\$19,802.75	\$65.00	\$18,075.00	\$380.00	\$15,200.00
49	Abandon Storm Sewer Pipe - Fill with Flowable Fill		CY	27	\$130.00	\$3,510.00	\$210.00	\$5,670.00	\$208.73	\$5,635.71	\$200.00	\$5,400.00	\$450.00	\$12,150.00
50	Storm Sewer Pipe Removal		LF	80	\$20.00	\$1,600.00	\$42.00	\$3,360.00	\$41.75	\$3,340.00	\$20.00	\$400.00	\$21.00	\$840.00
4400163	HOT-MIX ASPHALT SURFACE REMOVAL - 3'-12"		SY	1,144	\$3.00	\$3,432.00	\$3.15	\$3,603.60	\$3.00	\$3,432.00	\$3.00	\$3,432.00	\$3.25	\$3,718.00
4603335	HOT-MIX ASPHALT SURFACE COURSE, MK, 10" N50		TON	96	\$70.00	\$6,720.00	\$69.00	\$6,624.00	\$68.00	\$6,544.00	\$66.00	\$6,348.00	\$66.00	\$6,348.00
4603080	HOT-MIX ASPHALT BINDER COURSE, IL 19.0, N50		TON	144	\$65.00	\$9,360.00	\$65.25	\$9,396.00	\$65.00	\$9,360.00	\$65.00	\$9,360.00	\$65.00	\$9,360.00
4420177	CLASS D PATCHES, TYPE II, 6 INCH		SY	82	\$35.00	\$2,870.00	\$35.00	\$2,870.00	\$35.00	\$2,870.00	\$35.00	\$2,870.00	\$35.00	\$2,870.00
8600600	DETECTO LOOP REPLACEMENT		LF	80	\$30.00	\$2,400.00	\$18.30	\$1,464.00	\$18.30	\$1,464.00	\$17.50	\$1,400.00	\$18.30	\$1,464.00
7800400	THERMOPLASTIC PAVEMENT MARKING - LINE 6"		LF	60	\$2.00	\$1,200.00	\$3.15	\$1,890.00	\$3.15	\$1,890.00	\$3.00	\$1,800.00	\$3.15	\$1,890.00
7800100	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS		SF	60	\$15.00	\$900.00	\$6.30	\$378.00	\$6.30	\$378.00	\$6.00	\$360.00	\$6.30	\$378.00



**Tabulation of Bids**

Local Public Agency: City of St. Charles  
 County: Kane  
 Section: 14-00102-00-PV  
 Estimate: 1,662,783.00

Date: 17-Apr-20  
 Time: 10:00 AM  
 Appropriation:

Name of Bidder: Hardin Paving Services  
 Address of Bidder: 4413 Roosevelt Road  
 Suite 108  
 Hillside, IL 60162

Name of Bidder: Geneva Construction Co.  
 Address of Bidder: P.O. Box 998  
 Aurora, IL 60507

Name of Bidder: Plote Construction Inc.  
 Address of Bidder: 1100 Brandt Drive  
 Hoffman Estates, IL 60192

Name of Bidder: Johnson Paving  
 Address of Bidder: 1025 East Addison Court  
 Arlington Heights, IL 60005

Name of Bidder: Schroeder Asphalt Services  
 Address of Bidder: P.O. Box 831  
 Huntley, IL 60142

Item No.	Item	Delivery	Unit	Quantity	Proposed Guarantee:		Approved Engineer's Estimate		Geneva Construction Co.		Plote Construction Inc.		Johnson Paving		Schroeder Asphalt Services	
					Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
4400163	Alley - Culler to Home - Between 4th St. & 5th St.															
	HOT-MIX ASPHALT SURFACE REMOVAL, 3-1/2"		SY	1,250	\$3.00	\$3,750.00	\$3.15	\$3,937.50	5.58	\$6,975.00	8.50	\$10,625.00	3.00	\$3,750.00	3.25	\$4,062.50
4060335	HOT-MIX ASPHALT SURFACE COURSE, MK D' N50		TON	105	\$70.00	\$7,350.00	\$67.00	\$7,035.00	100.00	\$10,500.00	110.00	\$11,550.00	70.00	\$7,350.00	90.00	\$9,450.00
4060360	HOT-MIX ASPHALT BINDER COURSE, IL19.0, N50		TON	158	\$65.00	\$10,270.00	\$66.00	\$10,428.00	90.00	\$14,220.00	80.00	\$12,840.00	65.00	\$10,270.00	80.00	\$12,640.00
4420171	CLASS D PATCHES, TYPE II, 6 INCH		SY	90	\$35.00	\$3,150.00	\$32.00	\$2,880.00	60.00	\$5,400.00	22.00	\$1,980.00	20.00	\$1,800.00	46.00	\$4,140.00
4400163	Alley - Horne to McKinley - Between 4th St. & 5th St.															
	HOT-MIX ASPHALT SURFACE REMOVAL, 3-1/2"		SY	512	\$3.00	\$1,536.00	\$3.15	\$1,612.80	6.00	\$3,072.00	8.50	\$4,352.00	3.00	\$1,536.00	5.50	\$2,816.00
4060335	HOT-MIX ASPHALT SURFACE COURSE, MK D' N50		TON	43	\$70.00	\$3,010.00	\$67.00	\$2,881.00	100.00	\$4,300.00	110.00	\$4,730.00	70.00	\$3,010.00	100.00	\$4,300.00
4060360	HOT-MIX ASPHALT BINDER COURSE, IL19.0, N50		TON	65	\$65.00	\$4,225.00	\$66.00	\$4,290.00	90.00	\$5,850.00	80.00	\$5,200.00	65.00	\$4,225.00	100.00	\$6,500.00
4420171	CLASS D PATCHES, TYPE II, 6 INCH		SY	38	\$35.00	\$1,330.00	\$32.00	\$2,242.00	60.00	\$2,280.00	22.00	\$836.00	20.00	\$760.00	46.00	\$1,746.00
4400163	Public Parking Lot "H"															
	HOT-MIX ASPHALT SURFACE REMOVAL, 3-1/2"		SY	1,961	\$3.00	\$5,883.00	\$3.45	\$6,725.45	3.80	\$7,456.80	8.00	\$14,888.00	3.00	\$5,883.00	3.25	\$6,348.75
4060335	HOT-MIX ASPHALT SURFACE COURSE, MK D' N50		TON	156	\$70.00	\$10,920.00	\$75.80	\$11,824.80	82.00	\$12,782.00	105.00	\$16,980.00	70.00	\$10,920.00	82.00	\$12,782.00
4060360	HOT-MIX ASPHALT BINDER COURSE, IL19.0, N50		TON	234	\$65.00	\$15,210.00	\$72.50	\$16,965.00	71.00	\$16,614.00	80.00	\$18,720.00	65.00	\$15,210.00	72.00	\$16,848.00
4420171	CLASS D PATCHES, TYPE II, 6 INCH		SY	133	\$35.00	\$4,655.00	\$32.00	\$4,256.00	50.00	\$6,650.00	22.00	\$2,828.00	20.00	\$2,860.00	46.00	\$6,116.00
7800020	THERMOPLASTIC PAVEMENT MARKING - LINE, 4"		LF	1,150	\$1.50	\$1,725.00	\$2.10	\$2,415.00	0.68	\$782.00	1.00	\$1,150.00	2.00	\$2,800.00	1.05	\$1,207.50
7800100	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS		SF	36	\$15.00	\$540.00	\$6.25	\$225.00	5.00	\$180.00	4.25	\$153.00	6.00	\$216.00	4.46	\$160.56
4400163	Public Works Facility Parking Lot															
	HOT-MIX ASPHALT SURFACE REMOVAL, 3-1/2"		SY	4600	\$3.00	\$13,800.00	\$3.45	\$15,670.00	3.67	\$16,882.00	5.70	\$26,220.00	3.00	\$13,800.00	3.15	\$14,490.00
4060335	HOT-MIX ASPHALT SURFACE COURSE, MK D' N50		TON	386	\$70.00	\$27,020.00	\$68.50	\$26,441.00	60.00	\$30,600.00	90.00	\$34,740.00	70.00	\$27,020.00	75.00	\$28,950.00
4060360	HOT-MIX ASPHALT BINDER COURSE, IL19.0, N50		TON	580	\$65.00	\$37,700.00	\$66.25	\$37,845.00	70.00	\$40,600.00	70.00	\$40,600.00	65.00	\$37,700.00	70.00	\$40,600.00
4420171	CLASS D PATCHES, TYPE II, 6 INCH		SY	330	\$35.00	\$11,550.00	\$32.00	\$10,656.00	44.00	\$14,520.00	22.00	\$7,260.00	10.00	\$3,300.00	42.00	\$13,860.00
<b>Total Bid:</b>																
					As Billed:	1,713,317.00	1,713,317.00	1,721,011.93	1,818,155.70	1,853,525.26	1,887,784.84	1,887,784.84	1,887,784.84	1,887,784.84	1,887,784.84	1,887,784.84
					As Calculated:			1,721,011.93	1,818,155.70	1,985,945.26	1,985,945.26	1,985,945.26	1,985,945.26	1,985,945.26	1,985,945.26	1,985,945.26