

CITY OF WEST CHICAGO

DEVELOPMENT COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Downtown Façade Grant Program Agreement
200 S. Neltnor Boulevard, Unit 200
Green Smoke Vape & Tobacco

Resolution No. 17-R-0082

AGENDA ITEM NUMBER:8.B.**FILE NUMBER:****COMMITTEE AGENDA DATE:** Dec. 11, 2017**COUNCIL AGENDA DATE:** Dec. 18, 2107**STAFF REVIEW:** Tom Dabareiner, AICP**SIGNATURE****CITY ADMINISTRATOR REVIEW:** Michael Guttman**SIGNATURE****ITEM SUMMARY:**

The owner of Green Smoke Vape & Tobacco, who is a tenant in this multi-unit retail strip mall, has requested Façade Grant Program funding to install a new internally illuminated channel letter wall sign at 200 S. Neltnor Boulevard Unit 200. The proposed sign is an eligible improvement under the Program's guidelines and complies with the City's sign regulations established in the Zoning Code.

The owner submitted three estimates for the proposed sign, as required: 1) Sign-A-Rama West Chicago for \$4,909.44; 2) Sign-A-Rama Elgin for \$5,304.25; and, 3) Sign-A-Rama Naperville for \$5,912.50. Based on the lowest quote by Sign-A-Rama West Chicago, the shared cost to be incurred by the City for the new sign will not exceed \$2,454.72. A copy of the Agreement is attached as Exhibit A of the attached Resolution.

The funding for the Program comes from the downtown T.I.F. district. Per the guidelines established for the Program the City may contribute up to 50% of the cost of the improvements, based on the lowest quotes submitted, if sufficient funding is available for the Program. City staff determined that there are sufficient funds available to reimburse up to \$2,454.72 to Green Smoke Vape & Tobacco for the successful installation of a new wall sign per the Program's guidelines.

ACTIONS PROPOSED:

Consideration of a Resolution authorizing the Mayor to execute a certain Downtown Façade Grant Program Agreement in the amount not to exceed \$2,454.72 to Green Smoke Vape & Tobacco for a wall sign at 200 S. Neltnor Boulevard Unit 200.

COMMITTEE RECOMMENDATION:

The Development Committee did not meet due to lack of a quorum. In consultation with the Chairperson and City Administrator, this item is being sent for Council consideration without a recommendation.

CITY OF WEST CHICAGO

DEVELOPMENT COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Chicago Metropolitan Agency for Planning (CMAP)
Homes for a Changing Region – Draft Plan

Motion to accept

AGENDA ITEM NUMBER: 8.C.

FILE NUMBER: _____

COMMITTEE AGENDA DATE: December 11, 2017

COUNCIL AGENDA DATE: December 18, 2017

STAFF REVIEW: Tom Dabareiner, AICP

SIGNATURE 

APPROVED BY CITY ADMINISTRATOR:

SIGNATURE _____

ITEM SUMMARY:

The City, along with the Villages of Glendale Heights and Hanover Park, began work in late 2014 on a study titled "Homes for a Changing Region" was led by the Chicago Metropolitan Agency for Planning (CMAP) with the assistance of Teska Associates, a consulting firm. Updates regarding this effort have come before the Development Committee previously, including a review of the draft visualization plan on March 13, 2017.

Committee members will find attached a hard copy of the West Chicago section of the draft plan. A copy of the full draft plan was sent by email.

Representatives from these organizations will make a presentation at the Development Committee about the final draft on December 11, 2017. Staff is requesting a motion to accept the report with no further action.

ACTIONS PROPOSED:

Motion that the West Chicago Housing Policy Plan and sub-regional housing recommendations contained in the CMAP *"Homes for a Changing Region" Northwest DuPage Cluster: Glendale Heights, Hanover Park, and West Chicago*, attached hereto as Exhibit "A" and made a part thereof is hereby accepted.

COMMITTEE RECOMMENDATION:

The Development Committee did not meet due to lack of a quorum. In consultation with the Chairperson and City Administrator, this item is being sent for Council consideration without a recommendation.

CITY OF WEST CHICAGO

INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Patnick Construction – 2017 Grove Avenue Water Main Replacement Project – Change Order #1 and Final

AGENDA ITEM NUMBER: 8.D.

FILE NUMBER: _____

COMMITTEE AGENDA DATE: December 7, 2017

COUNCIL AGENDA DATE: December 18, 2017

STAFF REVIEW: Robert E. Flatter, P.E., Director of Public Works

SIGNATURE 

APPROVED BY CITY ADMINISTRATOR: Michael L. Guttman

SIGNATURE _____

ITEM SUMMARY:

On May 15, 2017, City Council approved a contract with Patnick Construction, for an amount not to exceed \$110,207.50, for service related to the 2017 Grove Avenue Water Main Replacement Project. The project's work generally consisted of 623 lineal feet of water main replacement on Grove Avenue between IL Route 59 and Ridgeland Avenue, water main abandonment, partial storm sewer replacement, driveway replacement, pavement patching, ditching, parkway landscaping, and all incidental and collateral work necessary to complete the project as shown on the project plans and detailed in the project specifications.

The project is complete and based on final project quantities measured in the field at end of project and paid at contract unit prices, the final project cost is \$127,898.25; resulting in a project increase of \$17,690.75. The project increase is substantially related to additional right-of-way restoration costs that resulted from a Scrivener's error in the original bid quantity. The final quantity as measured in the field was 1,042.00 square yards. The bid quantity was identified as 252 square yards and should have been listed as 1,252 square yards.

Adequate funds are available in the Water Fund to cover the additional project costs as \$160,000.00 was budgeted in FY2017 for said project.

ACTIONS PROPOSED:

Approve Change Order #1 and final to the Contract with Patnick Construction, for the 2017 Grove Avenue Water Main Project, for a total addition to the contract in the amount of \$17,690.75.

COMMITTEE RECOMMENDATION:

The Infrastructure Committee voted 6-0 for approval.

CITY OF WEST CHICAGO

INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Layne Christensen Company - Contract for Professional Services Related to the Installation of a Pump and Motor Assembly at the City's Well Station No. 12 – Change Order #1 and Final

AGENDA ITEM NUMBER: 8. E.**FILE NUMBER:** _____**COMMITTEE AGENDA DATE:** December 7, 2017**COUNCIL AGENDA DATE:** December 18, 2017**STAFF REVIEW:** Robert E. Flatter, P.E., Director of Public Works**SIGNATURE** **APPROVED BY CITY ADMINISTRATOR:** Michael L. Guttman**SIGNATURE** _____**ITEM SUMMARY:**

On January 16, 2017, City Council approved a contract with Layne Christensen Company, for an amount not to exceed \$273,867.00, for professional services related to the installation and testing of a new Xylem/Goulds pump and Byron Jackson motor assembly at the City's Well Station No. 12. The contract assumed that the original power cable furnished by the previous contractor, and a 5-foot long 8" diameter stainless steel isolator pipe to be situated between the pump and the column pipe to control galvanic corrosion, could be utilized by Layne Christensen Company.

After contract award, it was discovered that the 8" diameter stainless steel isolator pipe mentioned above was removed from the project site by the previous contractor and no longer available. In addition, during the installation process of the new Byron Jackson motor assembly, it became evident that the original power cable was faulty and could not be reused. A new stainless steel isolator pipe and 930 feet of power cable were supplied by Layne Christensen Company at a cost of \$18,327.00

As indicated above, the initial contract was for an amount not to exceed \$273,867.00. Based on final project quantities measured in the field at end of project and paid at contract unit prices, and the two additional items referenced above, the final project cost is \$289,154.00; resulting in a project increase of \$15,287.00.

Costs associated with Layne Christensen's services will be recovered from performance bonds being held against Schramm Construction Corporation and/or through litigation.

ACTIONS PROPOSED:

Approve Change Order #1 and final to the Contract with Layne Christensen Company, for professional services related to the installation of a pump and motor assembly at the City's Well Station No. 12, for a total addition to the contract in the amount of \$15,287.00.

COMMITTEE RECOMMENDATION:

The Infrastructure Committee voted 6-0 for approval.

CITY OF WEST CHICAGO

INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Resolution No. 17-R-0075 – Contract Award - Procurement of Coarse and Fine Aggregate Material Delivered For FY2018

AGENDA ITEM NUMBER: 8.F.

COMMITTEE AGENDA DATE: December 7, 2017

COUNCIL AGENDA DATE: December 18, 2017

STAFF REVIEW: Timothy Wilcox, Assistant Director of Public Works

SIGNATURE 

APPROVED BY CITY ADMINISTRATOR: Michael L. Guttman

SIGNATURE _____

ITEM SUMMARY:

Aggregate Material, such as gravel, rock and sand, is used in numerous maintenance and repair activities performed by staff in the Public Works Department, including shoulder work on unimproved roads and alleys, sand bags, and underground utility repairs in or near streets and sidewalks. Aggregate material is ordered and delivered on an as needed basis and total quantities vary each year, mostly dependent on the number of utility repairs (i.e., watermain breaks, sanitary sewer blockages and repairs, etc.). It is budgeted in the Sewer Fund, Water Fund and General Fund, in which approximately \$32,000 in total is budgeted each year. The specifications allow for variations in total unit quantities ordered based on the needs for each item, provided the total contract amount is not exceeded. Estimated quantities are used for bidding for the purpose of establishing unit prices.

On October 24, 2017 the City advertised the 2018 Course and Fine Aggregate Material Delivered Program in the Daily Herald. There were three bid holders and sealed bids were publicly opened on Tuesday, November 21, 2017. Bids were received from two suppliers with Marcott Enterprises, Inc. of Villa Park, Illinois, submitting the lowest responsible bid of \$32,137.00. The other bidder was Viking Brothers, Inc. of Aurora, Illinois with a bid of \$35,965.00 (see attached bid tab sheet for additional clarification).

Staff recommends that a contract be awarded to Marcott Enterprises, Inc. of Villa Park, Illinois, for services related to the 2018 Course and Fine Aggregate Material Delivered, for an amount not to exceed \$32,137.00. Marcott Enterprises, Inc. has held contracts with the City of West Chicago for course and fine aggregate material delivered since 2012 and has performed very well. Staff has been satisfied with Marcott's service, products, and reliability. References were called and favorable responses were received.

ACTIONS PROPOSED:

Approve Resolution No. 17-R-0075 authorizing the Mayor to execute a contract with Marcott Enterprises, Inc. of Villa Park, Illinois, for the procurement of Course and Fine Aggregate Material Delivered for FY 2018, for an amount not to exceed \$32,137.00.

COMMITTEE RECOMMENDATION:

The Infrastructure Committee voted 6-0 for approval.

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INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Resolution No. 17-R-0076 - Acceptance of Public Improvements and Release of Development Security – Wheaton Academy Science Wing Addition Project, 900 Prince Crossing Road

AGENDA ITEM NUMBER: 8.G.**COMMITTEE AGENDA DATE:** December 7, 2017
COUNCIL AGENDA DATE: December 18, 2017**STAFF REVIEW:** Robert E. Flatter, P.E., Director of Public Works**SIGNATURE** **APPROVED BY CITY ADMINISTRATOR:** Michael L. Guttman**SIGNATURE** _____**ITEM SUMMARY:**

Wheaton Academy at 900 Prince Crossing Road is located at the northwest corner of Hawthorne Lane and Prince Crossing Road. In 2016 the City issued permits for the construction of a new science wing addition, new parking lot and drive aisles, storm sewers, stormwater management facility/detention basin, and replacement/relocation of an existing on-site 8" diameter watermain, all located near the southeast corner of the property.

The referenced project has substantially been complete since May 2017; however, the City has not formally accepted the development's public improvements. The Developer has satisfactorily completed all required public improvements, and there have been no maintenance issues over the past several months. The developer has posted a Maintenance Bond (cash deposit) for the public improvements being accepted per the Subdivision Regulations. The Cash Deposit will be held for eighteen months from the date of acceptance. The Developer has requested the City accept said public improvements and release their original development security.

The developer has submitted the required Final Waivers of Lien, Deed of Conveyance/Bill of Sale, and as-built drawings, for this project. A water main easement was recorded with the DuPage County Recorder's Office in November 2017. Staff recommends that City Council approve the following:

1. Acceptance of all water distribution system improvements located within a dedicated public right-of-way or dedicated easement area, as installed as part of the Wheaton Academy Science Wing Addition Project, as City of West Chicago ownership and maintenance responsibility.

The water service lines (from the water service shut-off valve or b-box to the building), the irrigation water lines, and the fire suppression lines (from the water shut-off valve at the City main to the building), shall remain the ownership and maintenance responsibility of the property owner.

The Development's overland stormwater drainage systems, stormwater management BMP system, storm sewer system, underdrain system, all on-site sanitary sewer main and service lines, and the interior parking lots and roadways, shall remain the ownership and responsibility of the property owner.

Staff from the Department of Community Development has inspected the development improvements and recommends acceptance. Staff also recommends the release of the original development security held for said development.

CITY OF WEST CHICAGO

ACTIONS PROPOSED:

Approve Resolution No. 17-R-0076 authorizing the acceptance of the public watermain improvements associated with the Wheaton Academy Science Wing Addition Project, located at 900 Prince Crossing Road, and authorize a reduction/release of any development securities posted by the Developer for the installation of certain public improvements.

COMMITTEE RECOMMENDATION:

The Infrastructure Committee voted 6-0 for approval.

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INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Resolution No. 17-R-0077 - Acceptance of Public Improvements and Release of Development Security – DS Container, 2500 Enterprise Circle

AGENDA ITEM NUMBER: 8. H.**COMMITTEE AGENDA DATE:** December 7, 2017**COUNCIL AGENDA DATE:** December 18, 2017**STAFF REVIEW:** Robert E. Flatter, P.E., Director of Public Works**SIGNATURE** **APPROVED BY CITY ADMINISTRATOR:** Michael L. Guttman**SIGNATURE** _____**ITEM SUMMARY:**

DS Container at 2500 Enterprise Circle is located south of Fabyan Parkway within the DuPage Business Center. In 2015 (Phase I) and 2016 (Phase II) the City issued permits for the construction of a new warehouse and distribution center, new parking lot and drive aisles, storm sewers, stormwater management BMP system, and installation of two additional on-site fire hydrants for fire protection purposes.

The referenced project has substantially been complete since April 2017; however, the City has not formally accepted the development's public improvements. The Developer has satisfactorily completed all required public improvements, and there have been no maintenance issues over the past several months. Typically as part of the acceptance process, the original development security for a project is released and is supplanted by an eighteen (18) month maintenance security per the Subdivision Regulations. Since the City will only be responsible to maintain two additional on-site fire hydrants, the Developer has requested the City accept said public improvements, waive the maintenance security bond requirement, and release their original development security.

The Developer has submitted the required Final Waivers of Lien, Deed of Conveyance/Bill of Sale, and as-built drawings, for this project. A water main easement was recorded with the DuPage County Recorder's Office in November 2017. Staff recommends that City Council approve the following:

1. Acceptance of all water distribution system improvements located within a dedicated public right-of-way or dedicated easement area, as installed as part of the DS Container development project (i.e., two fire hydrants and watermain leads), as City of West Chicago ownership and maintenance responsibility.

The water service lines (from the water service shut-off valve or b-box to the building), the irrigation water lines, and the fire suppression lines (from the water shut-off valve at the City main to the building), shall remain the ownership and maintenance responsibility of the property owner.

The Development's overland stormwater drainage systems, stormwater management BMP system, storm sewer system, underdrain system, all on-site sanitary sewer service lines, and the interior parking lots and roadways, shall remain the ownership and responsibility of the property owner.

Staff from the Department of Community Development has inspected the development improvements and recommends acceptance. Staff also recommends the release of the original development security

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held for said development.

ACTIONS PROPOSED:

Approve Resolution No. 17-R-0077 authorizing the acceptance of the public watermain improvements associated with the DS Container development project, located at 2500 Enterprise Circle, waive the maintenance security bond requirement, and authorize a reduction/release of any development securities posted by the Developer for the installation of certain public improvements.

COMMITTEE RECOMMENDATION:

The Infrastructure Committee voted 6-0 for approval.

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INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Resolution No. 17-R-0079 - Acceptance of Public Improvements and Release of Development Security – Simpson Strong-Tie, 2505 Enterprise Circle

AGENDA ITEM NUMBER: 8. I.**COMMITTEE AGENDA DATE:** December 7, 2017**COUNCIL AGENDA DATE:** December 18, 2017**STAFF REVIEW:** Robert E. Flatter, P.E., Director of Public Works**SIGNATURE** **APPROVED BY CITY ADMINISTRATOR:** Michael L. Guttman**SIGNATURE** _____**ITEM SUMMARY:**

Simpson Strong-Tie at 2505 Enterprise Circle is located south of Fabyan Parkway within the DuPage Business Center. In 2015 the City issued permits for Simpson Strong-Tie to remodel the former Pella Windows warehouse and distribution center, including the addition of outside storage and the installation of one additional on-site fire hydrant for fire protection purposes.

The referenced project has substantially been complete since December 2016; however, the City has not formally accepted the development's public improvements. The Developer has satisfactorily completed all required public improvements, and there have been no maintenance issues over the past year. Typically as part of the acceptance process, the original development security for a project is released and is supplanted by an eighteen (18) month maintenance security per the Subdivision Regulations. Since the City will only be responsible to maintain one additional on-site fire hydrant, the Developer has requested the City accept said public improvements, waive the maintenance security bond requirement, and release their original development security.

The Developer has submitted the required Final Waivers of Lien, Deed of Conveyance/Bill of Sale, and as-built drawings, for this project. A water main easement was recorded with the DuPage County Recorder's Office in October 2017. Staff recommends that City Council approve the following:

1. Acceptance of all water distribution system improvements located within a dedicated public right-of-way or dedicated easement area, as installed as part of the Simpson Strong-Tie development project (i.e., one fire hydrant and watermain leads), as City of West Chicago ownership and maintenance responsibility.

The water service lines (from the water service shut-off valve or b-box to the building), the irrigation water lines, and the fire suppression lines (from the water shut-off valve at the City main to the building), shall remain the ownership and maintenance responsibility of the property owner.

The Development's overland stormwater drainage systems, stormwater management BMP system, storm sewer system, underdrain system, all on-site sanitary sewer service lines, and the interior parking lots and roadways, shall remain the ownership and responsibility of the property owner.

Staff from the Department of Community Development has inspected the development improvements and recommends acceptance. Staff also recommends the release of the original development security held for said development.

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ACTIONS PROPOSED:

Approve Resolution No. 17-R-0079 authorizing the acceptance of the public watermain improvements associated with the Simpson Strong-Tie development project, located at 2505 Enterprise Circle, waive the maintenance security bond requirement, and authorize a reduction/release of any development securities posted by the Developer for the installation of certain public improvements.

COMMITTEE RECOMMENDATION:

The Infrastructure Committee voted 6-0 for approval.

CITY OF WEST CHICAGO

INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Resolution No. 17-R-0080 - Acceptance of Public Improvements and Release of Development Security – Shell Gas Station, 184 W. North Avenue

AGENDA ITEM NUMBER: 8.J.

COMMITTEE AGENDA DATE: December 7, 2017

COUNCIL AGENDA DATE: December 18, 2017

STAFF REVIEW: Robert E. Flatter, P.E., Director of Public Works

SIGNATURE 

APPROVED BY CITY ADMINISTRATOR: Michael L. Guttman

SIGNATURE _____

ITEM SUMMARY:

The Shell Gas Station at 184 W. North Avenue is located at the southeast corner of Illinois Route 59 (Neltnor Boulevard) and Illinois Route 64 (North Avenue). In 2015 the City issued permits for the construction of a new gas station and appurtenances, new parking lot and drive aisles, storm sewers, stormwater management facility and BMP system, and installation of a new 8" diameter watermain and two fire hydrants for fire protection purposes.

The referenced project has substantially been complete since December 2015; however, the City has not formally accepted the development's public improvements. The Developer has satisfactorily completed all required public improvements, and there have been no maintenance issues over the past several years. The developer has posted a Maintenance Bond in the amount of 10% of the estimated construction cost for the public improvements being accepted per the Subdivision Regulations. The Maintenance Bond will be held for eighteen months from the date of acceptance. The Developer has requested the City accept said public improvements and release their original development security.

The developer has submitted the required Final Waivers of Lien, Deed of Conveyance/Bill of Sale, and as-built drawings, for this project. A water main easement was recorded with the DuPage County Recorder's Office in October 2017. Staff recommends that City Council approve the following:

1. Acceptance of all water distribution system improvements located within a dedicated public right-of-way or dedicated easement area, as installed as part of the Shell Gas Station Project, as City of West Chicago ownership and maintenance responsibility.

The water service lines (from the water service shut-off valve or b-box to the building), the irrigation water lines, and the fire suppression lines (from the water shut-off valve at the City main to the building), shall remain the ownership and maintenance responsibility of the property owner.

The Development's overland stormwater drainage systems, stormwater management BMP system, storm sewer system, underdrain system, all on-site sanitary sewer main and service lines, and the interior parking lots and roadways, shall remain the ownership and responsibility of the property owner.

Staff from the Department of Community Development has inspected the development improvements and recommends acceptance. Staff also recommends the release of the original development security held for said development.

CITY OF WEST CHICAGO

ACTIONS PROPOSED:

Approve Resolution No. 17-R-0080 authorizing the acceptance of the public watermain improvements associated with the Shell Gas Station Project, located at 184 W. North Avenue, and authorize a reduction/release of any development securities posted by the Developer for the installation of certain public improvements.

COMMITTEE RECOMMENDATION:

The Infrastructure Committee voted 6-0 for approval.

CITY OF WEST CHICAGO

FINANCE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Ordinance No. 17-O-0046 – 2018 Annual Budget

AGENDA ITEM NUMBER: 8.K.

FILE NUMBER: _____

COMMITTEE AGENDA DATE: 12/14/18

COUNCIL AGENDA DATE: 12/18/17

STAFF REVIEW:

SIGNATURE _____

APPROVED BY CITY ADMINISTRATOR:

SIGNATURE _____

ITEM SUMMARY:

See attached narrative and budget.

STAFF RECOMMENDATION:

Staff recommends adoption of Ordinance No. 17-O-0046.

COMMITTEE RECOMMENDATION:

The Finance Committee unanimously recommended adoption of Ordinance No. 17-O-0046.

CITY OF WEST CHICAGO

City Council Agenda Item Summary

ITEM TITLE:

2017 Property Tax Levy
Ordinance No. 17-O-0047

AGENDA NO. 8.L.

FILE NO. _____

COMMITTEE AGENDA DATE: N/A

COUNCIL AGENDA DATE: December 18, 2017

STAFF REVIEW: Linda M. Martin

SIGNATURE 

APPROVED BY CITY ADMINISTRATOR

SIGNATURE _____

ITEM SUMMARY:

The total 2017 tax levy request, per attached Ordinance No.17-O-0047, has been projected for the Fiscal Year 2018 Budget at \$3,530,900.15. The 2017 tax levy proposal of \$3,530,900.15 represents a 2.1 percent increase over the prior year tax levy, as recommended by the Finance Committee. The Committee's recommendation of a 2.1 percent increase is due to drastic funding cuts that have been imposed by the State of Illinois, and also due to an increase in costs for City operations and to provide services. The increase of 2.1 percent is equal to the Consumer Price index (CPI).

Because the City is a home rule municipality, the total levy request of \$3,530,900.15 may be levied as one line item, and as such, has been levied entirely for corporate purposes. The estimated 2017 tax rate is estimated to slightly decrease over the prior year rate by approximately \$0.0196 as a result of an increase in total Equalized Assessed Valuation (EAV) for 2017. The final 2017 tax rate has a direct correlation to the final equalized assessed valuation for Wayne and Winfield townships, and as a result, may vary slightly from the projected rate of .5386 should the assessors' estimates be subject to modification due to Board of Review action, granting of home improvement exemptions, etc.

As reported to the City, the Wayne Township Assessor is projecting a 4.69% increase in assessed value and \$238,440 additional assessed value in new construction. The Winfield Township Assessor has reported a 7.25% increase in assessed value and \$5,275,500 additional assessed value in new construction.

ACTIONS PROPOSED: Recommend to City Council approval of a 2017 tax levy request for General Corporate Purposes in the amount of \$3,530,900.15.

COMMITTEE RECOMMENDATION: This item did not go to Committee.

CITY OF WEST CHICAGO

City Council Agenda Item Summary

ITEM TITLE:

2017 Special Service Area 2 Tax Levy Ordinance
No. 17-O-0048

AGENDA NO. 8.M.

FILE NO. _____

COMMITTEE AGENDA DATE: N/A

COUNCIL AGENDA DATE: December 18, 2017

STAFF REVIEW: Linda M. Martin

SIGNATURE _____

APPROVED BY CITY ADMINISTRATOR

SIGNATURE _____

ITEM SUMMARY:

Special Service Areas (SSA) were created by the State Legislature many years ago to provide a funding mechanism within a designated area, if approved by a majority within that area. Special Service Areas have been established by the City to accomplish infrastructure construction and improvements, and SSAs receive a level of funding from property tax levies.

Special Service Area 2 serves the purpose of providing infrastructure improvements to the area north of Hawthorne Lane and east of Powis Road. The bonds have been paid in full, and an annual levy is in place to provide for ongoing maintenance and to offset operating costs of the improvements that exceed \$5,000 in any given year. The budget for fiscal year 2018 for operating costs has been proposed at an amount of \$13,800, and accordingly, the levy proposed for the 2017 tax levy year is \$8,800.

ACTIONS PROPOSED: Recommend approval of the referenced tax levy Ordinance for SSA 2 for annual maintenance and operating expenses.

COMMITTEE RECOMMENDATION: This item did not go to Committee.

CITY OF WEST CHICAGO

FINANCE DCOMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Resolution No. 17-R-0083 – Second Amendment to the Reimbursement Agreement with Menards – Traffic Signal Installation

AGENDA ITEM NUMBER: 8.N.

FILE NUMBER: _____

COMMITTEE AGENDA DATE: 12/14/17

COUNCIL AGENDA DATE: 12/18/17

STAFF REVIEW:

SIGNATURE _____

APPROVED BY CITY ADMINISTRATOR:

SIGNATURE _____

ITEM SUMMARY:

Final figures are now known since the project was bid. The attached second amendment incorporates those amounts into the reimbursement schedule.

STAFF RECOMMENDATION:

Staff recommends approval of Resolution No. 17-R-0083.

COMMITTEE RECOMMENDATION:

The Finance Committee unanimously recommended approval of Resolution No. 17-R-0083.

CITY OF WEST CHICAGO

Finance Committee Agenda Item Summary

ITEM TITLE:

Resolution No. 17-R-0084 – Audit Engagement Letter with Lauterbach & Amen, LLP for fiscal years ending December 31, 2018 through December 31, 2021

AGENDA NO. 8.0.**FILE NO.** _____**COMMITTEE AGENDA DATE:** December 14, 2017**COUNCIL AGENDA DATE:** December 18, 2017**STAFF REVIEW:** Linda M. Martin**SIGNATURE** **APPROVED BY CITY ADMINISTRATOR****SIGNATURE** _____**ITEM SUMMARY:**

With the completion of the annual audit for the fiscal year ended December 31, 2017, the term of the current four-year engagement with Lauterbach & Amen, LLP will conclude. For each fiscal year that Lauterbach & Amen, LLP has audited the City's financial statements, the City has received the Certificate of Achievement for Excellence in Financial Reporting for its comprehensive annual financial report (CAFR).

In order for a CAFR to be considered for the Certificate of Achievement award, the CAFR is evaluated by the Government Finance Officers Association - Certificate of Achievement Program Special Review Committee. That Committee determines if the CAFR meets the program's high standards of financial reporting techniques, full disclosure and clear communication of financial position of the City, as measured by seventeen grading categories for which a grade is determined. Each CAFR submitted during the current four-year engagement with Lauterbach & Amen, LLP has received the highest grade available of "Proficient" for all seventeen grading categories.

Attached for your review is the engagement letter from Lauterbach & Amen, LLP that confirms the understanding of audit services to be provided for fiscal years ended December 31, 2018 through December 31, 2021, and additionally presents annual audit fees of \$40,000, \$41,000, \$42,000 and \$43,000 for the respective four years. The fee for auditing services for fiscal year ended December 31, 2017 is \$43,000. Appropriate funds have been budgeted for in the proposed three-year budget for fiscal years 2018, 2019 and 2020, as contained within the attached engagement letter.

Due to the City's good working relationship with Lauterbach & Amen, LLP, and technical assistance provided by Lauterbach & Amen with other accounting and intergovernmental agreement matters, staff recommends approval of the engagement letter with Lauterbach & Amen, LLP, as attached.

ACTIONS PROPOSED: Approve Resolution No.17-R-0084 authorizing the Mayor to sign a four-year Engagement Letter with Lauterbach & Amen, LLP for annual auditing services, beginning with Fiscal Year 2018.

COMMITTEE RECOMMENDATION: Committee recommends approval of Resolution No. 17-R-0084 for authorization to retain Lauterbach & Amen, LLP for annual auditing services for Fiscal Years 2018-2021.

ORDINANCE NO. 17-O-0045

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES
OF THE CITY OF WEST CHICAGO - CHAPTER 3, SECTION 3-12 (C) – AMENDING
THE NUMBER OF A-1 AND C-1 LIQUOR LICENSES**

WHEREAS, the Illinois Liquor Control Act, 235ILCS 5/4-1 *et seq.*, authorizes municipalities to determine the kind and classification of liquor licenses; and

WHEREAS, based on a review of Chapter 3, Section 3-12 (c), it has been determined that Class A-1 and Class C-1 must be decreased to reflect the current number of active licenses; and

WHEREAS, the Code of Ordinances must be amended to decrease the number of available Class A-1 and Class C-1 Liquor Licenses.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WEST CHICAGO, ILLINOIS, IN REGULAR SESSION ASSEMBLED AS FOLLOWS:

SECTION 1. That Section 3-12 (c) “Records, number of licenses” is hereby amended as follows:

"(c) There shall be no more than the following number of licenses issued for each class:

.....Class A-1	2.....
.....Class C-1	4.....”

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED this 18th day of December, 2017.

Alderman J. Beifuss	_____	Alderman L. Chassee	_____
Alderman J. Sheahan	_____	Alderman H. Brown	_____
Alderman A. Hallett	_____	Alderman Ferguson	_____
Alderman Birch Ferguson	_____	Alderman S. Dimas	_____
Alderman K. Meissner	_____	Vacant – Ward 5	_____
Alderman R. Stout	_____	Alderman G. Garcia	_____
Alderman N. Ligino-Kubinski	_____	Alderman B. Gagliardi	_____

APPROVED as to form: _____
Patrick K. Bond, City Attorney

APPROVED this 18th day of December, 2017.

Mayor Ruben Pineda

ATTEST:

City Clerk Nancy M. Smith

PUBLISHED: _____

CITY OF WEST CHICAGO

CITY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:

Resolution No. 17-R-0085 – Collective Bargaining Agreement – International Union of Operating Engineers – Local 150

AGENDA ITEM NUMBER: 8.Q.

FILE NUMBER: _____

COMMITTEE AGENDA DATE: N/A

COUNCIL AGENDA DATE: 12/18/17

STAFF REVIEW:

SIGNATURE _____

APPROVED BY CITY ADMINISTRATOR:

SIGNATURE _____

ITEM SUMMARY:

As presented in Executive Session, the Union ratified a new Collective Bargaining Agreement, dating back to January 1, 2017.

STAFF RECOMMENDATION:

Staff recommends approval of Resolution No. 17-R-0085.

COMMITTEE RECOMMENDATION:

The City Council previously authorized placing this item on the Consent Agenda once it was ratified by the Union.

RESOLUTION NO. 17-R-0085

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CERTAIN LABOR
AGREEMENT BETWEEN THE CITY OF WEST CHICAGO AND THE
INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 150

BE IT RESOLVED by the City Council of the City of West Chicago, in regular session assembled, that the Mayor is hereby authorized to execute and the City Clerk is authorized to attest a certain Labor Agreement between the City of West Chicago and the International Union of Operating Engineers, Local 150, in substantially the form attached hereto and incorporated herein as Exhibit "A".

APPROVED this 18th day of December 2017.

AYES: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

Mayor Ruben Pineda

ATTEST:

City Clerk Nancy M. Smith

COLLECTIVE BARGAINING AGREEMENT

Between

CITY OF WEST CHICAGO

And

**THE INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 150**

2017-2020

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PREAMBLE

THIS AGREEMENT, entered into by the CITY OF WEST CHICAGO, Illinois (hereinafter referred to as the "City" or the "Employer") and INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 150 (hereinafter referred to as the "Union").

It is the intent and purpose of this Agreement to set forth the parties' entire agreement with respect to the rates of pay, hours of employment, fringe benefits, and other conditions of employment that will be in effect during the term of this Agreement for employees covered by this Agreement; to prevent interruptions of work and interference with the operations of the City; to encourage and improve efficiency and productivity; to maintain the highest standards of personal integrity and conduct at all times; and to provide procedures for the prompt and peaceful adjustment of grievances as provided herein.

THEREFORE, in consideration of the mutual promises and agreements contained in this Agreement, the City and the Union do mutually promise and agree as follows:

ARTICLE I **RECOGNITION**

Section 1.1. Recognition. The City recognizes the Union as the sole and exclusive collective bargaining representative for all full-time and regular part-time employees in the following job classifications as certified by the Illinois Labor Relations Board in Case No. S-RC-04-063:

Building Inspector I*
Building Inspector II*
Crew Leader
Engineering Technician*
Maintenance Mechanic*
Maintenance Worker I
Maintenance Worker II
Mechanic
Senior Wastewater Treatment Plant Operator*
Senior Water Plant Operator*
Utility Service Worker*
Wastewater Plant Operator*
Water Plant Operator
Water Quality Technician

* Position is not currently filled.

Specifically excluded from the bargaining unit are all employees in the job classifications of City Administrator, Executive Secretary, Administrative Services Director, Assistant Administrative Services Director, Administrative Secretary, Account Clerk, Building Technician, Receptionist, Secretary, Information Technology Manager, Human Resource Coordinator, GIS Coordinator, all employees in the Police Department and Museum and Cultural Services Department, Public Works Director, City Engineer, Senior Civil Engineer, Civil Engineer, Street Superintendent, Utility Superintendent, Wastewater Treatment Plant Superintendent, Utility Supervisor, Wastewater Treatment Plant Supervisor, Street Supervisor, Fleet Maintenance Supervisor, all other supervisory, managerial, confidential, and short term employees as defined by the Illinois Public Labor Relations Act, as amended, and all other employees of the City of West Chicago.

Section 1.2. New Classifications. If the City creates and fills a new full-time non-professional position that includes substantially the same work now being done by employees covered by this Agreement, then such new job classification will become a part of the bargaining unit and will be covered by this Agreement. Absent emergency circumstances, the City will provide the Union with at least thirty (30) days advance notice prior to the employment of any employee(s) in any such new job classification. (This section does not apply to any person who does not meet the definition of a public employee under Section 3(n) of the Illinois Public Labor Relations Act). If the Union disagrees with the City's placement of a new job classification in or out of the bargaining unit, the Union's exclusive remedy is to file a unit clarification petition

with the Illinois Labor Relations Board. This section is not subject to the grievance-arbitration procedure.

The City will establish the wage rate for any new classification covered by this Agreement for the remaining term of this Agreement. The Union may request a meeting with the City to discuss the wage rate for any new job classification.

Section 1.3. Fair Representation. The Union recognizes its responsibility as bargaining agent and agrees fairly to represent all employees in the bargaining unit, and to represent the bargaining unit pursuant to the Illinois Public Labor Relations Act. The Union shall indemnify, defend and hold harmless the City and its officials, representatives and agents against any and all claims, demands, suits or other forms of liability (monetary or otherwise) that shall arise out of or by reason of any violation of the Union's duty of fair representation.

ARTICLE II

NON-DISCRIMINATION

Section 2.1. Non-Discrimination. In accordance with applicable law, neither the City nor the Union shall discriminate against any employee covered by this Agreement because of race, sex, age, religion, creed, color, national origin, Union or non-Union affiliation. Any dispute concerning the interpretation and application of this paragraph shall be processed through the appropriate federal or state agency or court rather than through the grievance procedure set forth in this Agreement. Notwithstanding the foregoing, if an employee alleges that the City has discriminated against him/her because of his/her Union or non-Union affiliation, the employee may file a grievance and such grievance may be processed through the grievance procedure and submitted to arbitration.

Section 2.2. Americans with Disabilities Act. Notwithstanding any other provisions of this Agreement, it is agreed that the City has the right to take any actions considered necessary to be in compliance with the requirements of the Americans with Disabilities Act. If the City determines that it is necessary to take an action that is contrary to one or more provisions of this Agreement in order to be in compliance with the ADA, the City will so notify the Union and will, if requested, meet with the Union to discuss any concerns or questions that the Union may have.

ARTICLE III

MANAGEMENT RIGHTS

Section 3.1. Management Rights. Except as specifically limited by the express written provisions of this Agreement, the City retains all traditional rights to manage and direct the affairs of the City in all of its various aspects and to manage and direct its employees, including but not limited to the following: to plan, direct, control and determine the budget and all the operations, services and missions of the City; to supervise and direct the working forces, to assign and transfer employees, to establish the qualifications for employment; to establish specialty positions and select personnel to fill them; to establish work and productivity standards and from time-to-time to change those standards; to assign overtime; to determine the methods, means, organization and number of personnel by which such operations and services shall be provided or purchased; to make, alter, and enforce rules, regulations, orders, policies and procedures; to evaluate employees; to require the physical and mental fitness of employees; to discipline, suspend and discharge nonprobationary employees for just cause (probationary employees without cause); to determine work and shift hours; to take any and all actions as may be determined to be necessary to carry out the mission of the City in the event of civil emergency, riots, civil disorders, tornado conditions, floods, etc., as may be declared by the Mayor, the City Administrator, Department Head or their authorized designees, and to suspend the non-economic provisions of this Agreement during such civil emergency.

ARTICLE IV

UNION RIGHTS

Section 4.1. Dues Deductions. While this Agreement is in effect, the City will deduct from each employee's bi-weekly paycheck the monthly uniform, regular Union dues for each employee in the bargaining unit who has filed with the City a lawful, voluntary, effective check-off authorization form. The check-off authorization shall be revocable at any time by the employee, provided at least thirty (30) days advance written notice is given. Such revocation must be in writing and shall be effective upon delivery by the employee to the City. If a conflict exists between the check-off authorization form used by the Union and this Article, the terms of this Article control.

The actual dues amount to be deducted from each employee shall be certified to the City by the Union. The Union will give the City thirty (30) days' notice of any such change in the amount of the dues to be deducted.

If an employee has no earnings or insufficient earnings to cover the amount of the dues deduction, the Union shall be responsible for collection of dues. The Union agrees to refund to the employee any amount paid to the Union in error on account of this dues deduction provision.

Section 4.2. Indemnification. The Union shall indemnify and hold harmless the City, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the City for the purpose of complying with the above provisions of this Article, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any of such provisions.

Section 4.3. Bulletin Board. The City will make available bulletin board space (approximately 3 foot by 3 foot) in the following three (3) locations where bargaining unit employees report for work for the posting of official Union notices and information of a non-political and non-inflammatory nature:

1. Utility – Hallway Adjacent to Break Room
2. Streets – Break Room
3. Facilities Maintenance – West Wall in Main Garage Area

The Union will limit the posting of Union notices to said bulletin board space.

Section 4.4. Access to Premises. Duly authorized Union representatives will be permitted access at reasonable times to the premises of the City for the purpose of handling grievances, representing employees pursuant to the provisions of this Agreement and/or administering the provisions of this Agreement, provided advance notice is given. These business representatives will be identified to the Administrative Services Director, Human Resources Coordinator or their designee and on each occasion will first secure the prior approval of the Administrative Services Director, Human Resources Coordinator or designee, which approval will not be unreasonably denied. If the Administrative Services Director, Human

Resources Coordinator or their designee are not reasonably available, the business representative will be identified to the non-bargaining unit supervisor in the work area in question and will first secure the prior approval of such non-bargaining unit supervisor, which approval will not be unreasonably denied. Such representatives will conduct their business so as not to interfere with City operations or interrupt the work of any bargaining unit employee. The Union will not abuse this privilege.

Section 4.5. Union Stewards. The Union may designate up to six (6) bargaining unit employees as Union Stewards. The Union agrees to furnish the City in writing with the names of the Union Stewards.

Section 4.6. Fair Share. During the term of this Agreement, employees who do not choose to become dues paying members of the Union shall, commencing sixty (60) days after their employment or sixty (60) days after the date this Agreement is executed, whichever is later, pay a fair share fee to the Union for collective bargaining and contract administration services rendered by the Union as the exclusive representative of the employees covered by said Agreement, provided fair share fee shall not exceed the dues attributable to being a member of the Union. Such fair share fees shall be deducted by the City from the earnings of non-members and remitted to the Union. The Union shall periodically submit to the City a list of the members covered by this Agreement who are not members of the Union and an affidavit which specifies the amount of the fair share fee. The amount of the fair share fee shall not include any contributions related to the election or support of any candidate for political office or for any member-only benefit.

The Union agrees to assume full responsibility to insure full compliance with the requirements in Chicago Teachers Union v. Hudson, 475 U.S. 292 (1986), with respect to the constitutional rights of fair share fee payors. Accordingly, the Union agrees to do the following:

1. Give timely notice to fair share fee payors of the amount of the fee and an explanation of the basis for the fee.
2. Advise fair share fee payors of an expeditious and impartial decision-making process whereby fair share fee payors can object to the amount of the fair share fee.
3. Place the amount reasonably in dispute into an escrow account pending resolution of any objections raised by fair share fee payors to the amount of the fair share fee.

It is specifically agreed that any dispute concerning the amount of the fair share fee and/or the responsibilities of the Union with respect to fair share fee payors as set forth above shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

Non-members who object to this fair share fee based upon bona fide religious tenets or teachings shall pay an amount equal to such fair share fee to a non-religious charitable organization mutually agreed upon by the employee and the Union. If the affected non-member and the Union are unable to reach agreement on the organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations

established by the Illinois State Labor Relations Board and the payment shall be made to said organization.

ARTICLE V

GRIEVANCE PROCEDURE

Section 5.1. Definition. A “grievance” is defined as a dispute or difference of opinion concerning the interpretation or application of the express provisions of this Agreement. This grievance procedure shall supersede any other City grievance procedure.

Section 5.2. Procedure. The parties acknowledge that it is usually most desirable for an employee and his immediate supervisor to resolve problems through free and informal communications. If, however, the informal process does not resolve the matter, the grievance will be processed as follows:

At Step 1 a grievance shall be filed by the affected employee or the Union, except that any grievance concerning discipline, the employee must authorize in writing the Union to file a grievance on his/her behalf. The failure of an employee to file a grievance in instances where the employee also fails to authorize the Union to file a grievance shall not be a precedent binding on the Union in future instances involving similar facts and circumstances. Except for Step 1, grievances shall be processed only by the Union on behalf of an employee or on behalf of a group of employees or itself. The Grievant or one Grievant representing a group of Grievants may be present at any step of the grievance procedure, and the Grievant shall be entitled to Union representation.

Step 1: An employee who believes that he/she has a grievance, with or without Union representation, or the Union shall present the grievance in writing to the employee’s division head on the Union’s grievance form, a copy of which is attached as Appendix C, provided that if there is any conflict between the provisions of the Union’s grievance form and the terms of this Agreement, the terms of this Agreement shall govern and control. To be timely, the grievance must be presented no later than fourteen (14) calendar days after the first act, event or commencement of the condition that is the basis of the grievance or fourteen (14) calendar days after the employee, through the use of reasonable diligence, should have had knowledge of the first act, event or commencement of the condition that is the basis of the grievance. The written grievance shall include a statement of the relevant facts, the provision or provisions of the Agreement alleged to be violated, the date of the alleged violation, and the remedy requested. The division head or designee shall provide a written response within fourteen (14) calendar days after the grievance is presented at Step 1.

Step 2: If the grievance is not settled at Step 1, the written grievance may be appealed by the Union to the Department Head or designee no later than fourteen (14) calendar days after the date of the response of the immediate supervisor or designee. The Department Head or designee shall reply to the grievance within fourteen (14) calendar days after the date of the meeting, or, if there is no meeting, within fourteen (14) calendar days after the written grievance was received by the Department Head at Step 2.

Step 3: If the grievance is not settled at Step 2, the written grievance may be appealed by the Union to the City Administrator no later than fourteen (14) calendar days after the date of the response of the Department Head or designee. The City Administrator or designee may meet with the employee and a Union representative in an effort to resolve the grievance within fourteen (14) calendar days after the City Administrator receives the grievance. The City Administrator or designee shall reply to the grievance within fourteen (14) calendar days after the date of the meeting, or, if there is no meeting, within fourteen (14) calendar days after the written grievance was received by the City Administrator at Step 3.

Section 5.3. Arbitration. A grievance not settled in Step 3 may be appealed by the Union to arbitration by serving on the City not later than fifteen (15) business days after the date of the reply of the City Administrator or the City Administrator's designee, a written request to arbitrate. It is acknowledged that the Union has the right to exercise its discretion to determine whether to appeal an employee's grievance to arbitration. More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing.

If the parties fail to agree upon an arbitrator within ten (10) business days after receipt of the written request to arbitrate, they shall jointly request either the Federal Mediation and Conciliation Service or the American Arbitration Association to submit a panel of seven (7) proposed arbitrators, all of whom are members of the National Academy of Arbitrators. Before the striking process begins, each party shall have the right to strike one (1) panel in its entirety. The parties shall select the arbitrator by alternately striking a name until one (1) name remains, who shall be the arbitrator. For the first arbitration case under this 2017-2020 Agreement, the parties shall continue to rotate who strikes the first name. The arbitrator thus selected shall be notified of his/her selection and asked to schedule a date for the hearing. Each party shall have the right to request that the arbitrator issue a subpoena to require the presence of witnesses and/or documents.

Section 5.4. Arbitrator's Authority. The arbitrator shall not have the power to amend, ignore, delete, add to or change in any way any of the terms of this Agreement. The arbitrator shall consider and decide only whether there has been a violation, misinterpretation or misapplication of the express provisions of this Agreement. In addition, the arbitrator shall have no authority to impose upon any party any obligation not provided for explicitly in this Agreement. The Arbitrator shall render his/her decision in writing to the parties within thirty (30) calendar days following the close of the arbitration hearing or the date on which briefs are submitted, whichever is later. Any decision or award of the arbitrator rendered within the limitations of this Section 5.4 shall be final and binding upon the City, the Union, and the employees covered by this Agreement.

Section 5.5. Time Limits. No grievance shall be entertained or processed unless it is submitted at Step 1 within fourteen (14) calendar days after the first occurrence of the event giving rise to the grievance or within fourteen (14) calendar days after the Grievant, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance.

If the grievance is not presented by the Grievant within the time limits set forth above, it shall be considered "waived" and may not be pursued further. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the City's last answer. If the City does not answer a grievance or an appeal thereof with the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The parties may by mutual agreement in writing extend any of the time limits set forth in this Article.

Section 5.6. Fees and Expenses. The fee and expenses of the arbitrator, including the cost of written transcript, shall be borne equally by the City and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

ARTICLE VI
NO STRIKE--NO LOCKOUT

Section 6.1. No Strike. Neither the Union nor any employee will call, initiate, authorize, participate in, sanction, encourage, or ratify any strike, sympathy strike, work stoppage, slow down, or the concerted interference with the full faithful and proper performance of the duties of employment with the City, regardless of the reason for doing so. Neither the Union nor any employee shall refuse to cross any picket line by whosoever established, provided that the employer if other than the City establishes a separate entrance for bargaining unit employees to use.

Section 6.2. Discharge/Discipline of Violators. Any or all employees who violate any of the provisions of this Article may be disciplined (which may include discharge) by the City, subject to the grievance and arbitration procedure. The failure to confer a penalty in any instance is neither a waiver of such right in any other instance nor is it a precedent.

Section 6.3. Responsibility of Union. In the event of action prohibited by Section 6.1 above, the Union immediately shall disavow and request the employees to return to work, and shall use its best efforts to achieve a prompt resumption of normal operations. The Union, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section.

Section 6.4. Responsibility of Union Officers and Stewards. Each employee who holds the position of officer or steward of the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of this Section of this Article the Union agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

Section 6.5. No Lockout. The City will not lockout any employee during the term of this Agreement as a result of a labor dispute with the Union.

ARTICLE VII
LABOR-MANAGEMENT COMMITTEE

Section 7.1. Labor-Management Committee. At the request of either party, the Union Representative and the City Administrator or their designees shall meet at least semiannually to discuss matters of mutual concern that do not involve negotiations. Both the Union Representative/designee and the City Administrator/designee may invite up to three (3) additional persons to attend such meetings, or more persons if mutually agreed. If either party invites a person who is not a City employee to attend the meeting, it shall give the other party notice of same at least three (3) days prior to the meeting. The party requesting the meeting shall submit a written agenda of the items it wishes to discuss at the time the Labor-Management meeting is requested. The agenda shall contain a brief summary of the items listed so that the parties are better prepared for the meeting. Thereafter, the other party shall be given a reasonable period of time to add additional items to said agenda, with an accompanying summary of the items. Additional items may be added subsequent thereto, only upon mutual agreement of the parties. Employees scheduled to work will notify their division head or designee prior to their attendance at a meeting and if such attendance is approved, the employee will be permitted to attend the meeting during the employee's regular hours of work with no loss of pay. Nothing contained in this Article shall be deemed to entitle an employee attending said meeting outside the employee's regular hours of work to any form of compensation for time spent at the meeting.

A Labor-Management Committee meeting shall not be used for the purpose of discussing any matter that is being processed pursuant to the grievance procedure set forth in this Agreement or for the purpose of seeking to negotiate changes or additions to this Agreement.