

City of Collinsville

125 S. Center Street
Collinsville, IL 62234



Regular Meeting Agenda

Monday, December 12, 2016

7:00 PM

Council Chambers

City Council

Councilman Nancy Moss

Councilman Jeff Kypta

Councilman Jeff Stehman

Councilman Cheryl Brombolich

Mayor John Miller

City Manager Mitch Bair

Corporate Counsel Steve Giacometto

City Clerk Kim Wasser

- A. CALL MEETING TO ORDER**
- B. ROLL CALL**
- C. INVOCATION**
- D. PLEDGE OF ALLEGIANCE**
- E. PROCLAMATIONS/RECOGNITION/PRESENTATIONS**
- F. BUSINESS PRIOR TO PUBLIC INPUT**
- G. COUNCIL DISCUSSION**

- 1. Personnel Policies

Attachments: [Agenda Item Report](#)
[Memo for Personnel Policy Review 2016.12.12](#)
[Personnel Policies Only for Council Approval 2016 11 07.pdf](#)
[Prior Personnel Manual with Final Edits 2016 11 07.pdf](#)
[Employee Handbook with Policies and Procedures 2016 11 07.pdf](#)

- 2. Liquor Code Amendment
- 3. Republic Services Trash Automation Proposal

H. SPEAKERS FROM THE FLOOR

Speakers may address the Council under the terms of Ordinance No. 4765. Time is limited to 4 minutes per speaker. Please refer to the last page of the agenda for specific rules governing input.

- I. COMMENTS & ANNOUNCEMENTS - MAYOR**
- J. COMMENTS & ANNOUNCEMENTS - COUNCIL MEMBERS**
- K. COMMENTS & ANNOUNCEMENTS - CITY STAFF**
- L. CONSENT AGENDA**

1. Motion to Approve Payment of Bills for the Period Ending December 2, 2016 in the Amount of \$924,898.99

Attachments: [Agenda Item Report](#)
[Board List 12-02-16](#)

2. Motion to Approve Payroll for the Period Ending November 18, 2016 in the Amount of \$532,335.53

Attachments: [Agenda Item Report](#)
[Board List 11-18-16](#)

3. Motion to Approve Minutes of the November 14, 2016 Regular Meeting

Attachments: [Agenda Item Report](#)
[Draft Minutes](#)

4. Resolution Approving 2017 City Council Meeting Schedule

Attachments: [Agenda Item Report](#)
[Resolution](#)
[2017 Council Mtg Schedule](#)
[2017 Board/Commission Mtg Schedule](#)

M. NEW BUSINESS

1. Ordinance Accepting an Illinois Workers' Compensation Commission Settlement Contract Lump Sum Petition and Order

Attachments: [Agenda Item Report](#)
[Ordinance](#)
[Settlement Contract](#)

2. Ordinance Amending the Collinsville Municipal Code Chapter 4 Entitled Fees

Attachments: [Agenda Item Report](#)
[Ordinance](#)

3. Ordinance Amending Section 3.16.080 (Senior Citizen and Low Income Resident Reimbursements) of Chapter 3.16 (Utility Tax) of Title 3 (Revenue and Finance) of the Collinsville Municipal Code with Regard to Rebates of Electric and Natural Gas Utility Taxes

Attachments: [Agenda Item Report](#)
[Ordinance](#)

4. Ordinance for the Tax Levy and Assessment of Taxes for 2016 for the City of Collinsville, Madison and St. Clair Counties, Illinois

Attachments: [Agenda Item Report](#)
[Ordinance](#)

5. Resolution Providing for Tax Abatement for the General Obligation Bonds, Series 2007B, of the City of Collinsville, Madison and St. Clair Counties, Illinois

Attachments: [Agenda Item Report](#)
[Resolution](#)

6. Resolution Providing for Tax Abatement for the Taxable General Obligation Bonds, Series 2009, of the City of Collinsville, Madison and St. Clair Counties, Illinois

Attachments: [Agenda Item Report](#)
[Resolution](#)

7. Resolution Providing for Tax Abatement for the General Obligation Refunding Bonds, Series 2012, of the City of Collinsville, Madison and St. Clair Counties, Illinois

Attachments: [Agenda Item Report](#)
[Ordinance](#)

8. Resolution Providing for Tax Abatement for the General Obligation Refunding Bonds, Series 2013A, of the City of Collinsville, Madison and St. Clair Counties, Illinois

Attachments: [Agenda Item Report](#)
[Resolution](#)

9. Resolution Providing for Tax Abatement for the General Obligation Refunding Bonds, Series 2014, of the City of Collinsville, Madison and St. Clair Counties, Illinois

Attachments: [Agenda Item Report](#)
[Resolution](#)

10. Motion to Award Bids for 2017 Water and Wastewater Chemicals

Attachments: [Agenda Item Report](#)

11. Ordinance Authorizing the Reimbursement of TIF Funds to the Gateway Exposition Center for completed Capital Improvements to Facilities (HVAC Replacement)

Attachments: [Agenda Item Report](#)
[Gateway Center TIF Memo November 14, 2016](#)
[Ordinance](#)
[August 13, 2012 Strategic Session Minutes \(Gateway Center\)](#)
[August 13, 2012 Regular Meeting Minutes \(Gateway Center\)](#)
[Gateway Center Resolution Financial Support 2012.doc](#)
[October 9, 2012 Regular Meeting Minutes \(Gateway Center\)](#)
[December 10, 2012 Regular Meeting Minutes \(Gateway Center\)](#)
[March 10, 2014 Regular Meeting Minutes \(Gateway Center\)](#)
[August 24, 2015 Strategic Session Minutes \(Gateway Center\)](#)
[August 24, 2015 Regular Meeting Minutes \(Gateway Center\)](#)
[Gateway Center TIF Application 2015](#)
[Ordinance 15-56 TIF Expenditure Gateway Center](#)
[Ordinance 4693 TIF Expenditure Gateway Center](#)
[Ordinance 4563 TIF Expenditure Gateway Center](#)

12. Ordinance Authorizing the Mayor to Execute an Employment Agreement with Kevin Edmond for the Position of Fire Chief

Attachments: [Agenda Item Report](#)
[Ordinance](#)
[Employment Agreement/Contract](#)
[National Code of Ethics.pdf](#)
[IFCA Code of Ethics.pdf](#)

13. Ordinance Extending the Moratorium on the Issuance of New Liquor Licenses through January 31, 2017

Attachments: [Agenda Item Report](#)
[Ordinance](#)

N. OLD BUSINESS

O. CLOSED SESSION

Discuss in accordance with 5 ILCS 120/2(c):

1. Appointment, employment, compensation, discipline or performance of employees
2. Collective bargaining
3. The selection or performance of a person in a public office
5. The purchase or lease of real property
6. The setting of a price for sale or lease of property
7. The sale or purchase of securities, investments, or investment contracts.
8. Security procedures
11. Pending or Threatened or Imminent Litigation
21. Discussion of Closed Meeting minutes

P. ANNOUNCEMENTS**Q. ADJOURNMENT**

ADDRESSING THE COUNCIL DURING SPEAKERS FROM THE FLOOR

Below are the rules for input during City Council meetings as set out in Ordinance No. 4765 entitled “Ordinance Governing Speakers From the Floor During Meetings of the City Council and the Commission, Boards, and Sub-Bodies of Collinsville, Illinois”. Speakers may address the Council during the time designated as Speakers From the Floor on the agenda.

RULE 1: Speakers shall be allowed only during “Speakers from the Floor,” or at any other time if requested by a member of the City Council.

RULE 2: Input must relate to a matter under the authority of the City of Collinsville.

RULE 3: Upon request by the meeting Chairman for speakers from the floor, a prospective speaker shall express the desire to speak, be recognized by the meeting Chairman, approach the designated podium, and state their name and general subject matter to which they will address the City Council.

RULE 4: After establishing their identity, prospective speakers shall immediately address only the City Council.

RULE 5: Each speaker is limited to four (4) minutes to address the City Council. No extensions will be granted and no time shall be compensated to the speaker resulting from interruptions by or discussion with the City Council, City Manager, or any other City officer or employee.

RULE 6: Speakers shall address only the City Council collectively or its members individually. Speakers shall speak to issues and shall refrain from personal attacks on City appointed officials and employees. Speakers may not address issues related to pending litigation in which the City or its subsidiary bodies, officers, agents, employees, boards or commissions is a party.

RULE 7: Speakers shall not be permitted to advertise, solicit, request, urge, summon, or cajole the City Council or the general public, except as otherwise provided for herein, with regard to any products, goods, services, information, gains, losses, advantages, consequences, or any other similar matter, notwithstanding that there may or may not be any pecuniary, monetary, financial or property gain, loss, or benefit to the speaker or any other person or entity.

RULE 8: Speakers shall act and speak with decorum and conform to conventional social manners in speech, writing, dress, and behavior. The audience shall refrain from conduct that disrupts the meeting in any way such as clapping, booing, loud talking or outbursts. A speaker may be immediately terminated at the meeting Chairman’s discretion.

RULE 9: Determination of breaches of this Ordinance shall be made by the meeting Chairman. The meeting Chairman customarily will warn the speaker or members of the audience of inappropriate behavior through one warning use of the gavel. Subsequent inappropriate behavior shall result in the immediate removal of the responsible parties at the discretion of the meeting Chairman.

AGENDA ITEM REPORT

DATE OF MEETING

December 12, 2016

ITEM

Discussion of Personnel Policies

STRATEGIC PLAN GOAL

Goal 6: Customer Focused Superior Services

BACKGROUND

This is a continuation of discussion for personnel policies. The city is making a concerted effort toward a policy-only manual as a more contemporary and legally defensible approach. It is a common practice among municipalities. Material for discussion includes:

Personnel Policies – these are the policies that we are requesting the Council review and approve at its January 9, 2017 regular meeting.

Prior Personnel Manual – this is the original version with edits.

ITEM SUBMITTED BY

Stacey O'Brien, Human Resources Coordinator

ATTACHMENTS

Personnel Policies Only for Council Review 2016.11.07
Prior Personnel with Final Edits 2016.11.07
Employee Handbook with Policies and Procedures 2016.11.07



OFFICE OF HUMAN RESOURCES | CITY OF COLLINSVILLE

TO: City Council

FROM: Stacey O'Brien, Office of Human Resources

DATE: December 12, 2016

As you may recall, Michael Lowenbaum from Lowenbaum Law, attended a strategic session regarding the new direction of our policies and procedures as they relate to personnel issues as well as the November 22 regular meeting of the City Council.

The goal is to remove procedural aspects of the policies and focus on the policies themselves. I will be creating an employee handbook that contains both policies and procedures and have included a draft version for your review.

A move toward a policy-only manual is a more contemporary and legally defensible approach and a common practice among municipalities. In addition to the attached draft Employee Handbook, I have also attached:

1. Personnel Policies – these are the policies that we are requesting the Council review and approve at its January 9, 2017 regular meeting.
2. Prior Personnel Manual – this is the original version with edits.

Thank you for your time and consideration.



Personnel Policies

City of Collinsville

ADOPTED BY ORDINANCE #4578

JANUARY 28, 2013

AMENDED BY ORDINANCE #XXXX

JANUARY 1, 2017

The City of Collinsville's Mission is to provide superior municipal services through an engaged workforce while partnering with the community and being responsible stewards of the public tax dollars resulting in satisfied customers.

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CHAPTER 1 INTRODUCTION

SECTION 1.01 WELCOME

Congratulations on your employment with the City of Collinsville. In accepting employment with the City, you take the important responsibility of being part of a municipal organization, which provides essential services to its citizens. Please keep in mind that our primary goal is to serve the best interests of the citizens of the City. As local public officials and employees, we are the primary service organization for City residents. Customer service must be our first priority and every citizen is our best customer. Each public contact is an opportunity for excellent performance. As a representative of the City of Collinsville, you should conduct yourself in an appropriate and courteous manner.

The City also recognizes that the well-being of its employees is essential to the maintenance of a high standard of operation. As a City employee, you receive many employment benefits in addition to a competitive salary. In return, you perform your job to the best of your ability, to be dependable, and to abide by the policies of the City.

This City of Collinsville Personnel Policy Manual provides relevant information regarding City policies and benefits. If you have questions regarding the information provided herein, please contact your immediate supervisor or the Office of Human Resources. From time to time, you will receive updated pages reflecting the changes made to policies, procedures, or benefits. Please keep your Manual current by inserting the new pages and destroying outdated pages.

SECTION 1.02 BACKGROUND

The City of Collinsville has experienced considerable changes and growth since its coal mining days at the turn of the century. Collinsville is a growing community in the St. Louis metropolitan area. Collinsville is a haven for people who have grown weary of the hustle and bustle of urban living and desire a small-town atmosphere. Rolling hills, large homes, and shaded streets add beauty and a sense of the past. Collinsville's Comprehensive Plan for growth has a goal of improving the community while protecting property values and quality of life. The City of Collinsville boasts a growing hospitality district with hotel accommodations and the Gateway Center, Southwestern Illinois' premiere convention and visitor's center.

The City is also home to the District 11 Illinois State Police and Illinois Department of Transportation Headquarters, and Fairmount Park Racetrack. The City operates under the Council-Manager form of government that consists of a City Council comprised of a Mayor and four Council members elected at-large, and a City Manager appointed by the Council. The term of the Mayor and Council is four years.

The Mayor serves as chair of the Council and as Liquor Commissioner. The City Manager serves as chief administrator of the City, under the direction of the Council. Under this form of government, the Mayor, appoints the City Clerk, City Treasurer, City Attorney, and Corporate Counsel with approval by the City Council, while the City Manager appoints all other positions.

SECTION 1.03 PURPOSE AND MISSION STATEMENT

The purpose of the City of Collinsville Personnel Policy Manual is to establish a sound human resources program based on policies equitable to the employees, employer, and taxpayers. Systematic application of policies results in outstanding employee performance and morale.

The mission of the City of Collinsville is to provide superior municipal services through an engaged workforce while collaborating with the community and being responsible stewards of the public tax dollars resulting in satisfied customers.

SECTION 1.04 APPLICATION AND SCOPE

This document is the City of Collinsville Personnel Policy Manual. This Manual assists employees in performing their duties and responsibilities. It does not cover every aspect of City operations. The general administrative and procedural policies of the City of Collinsville Personnel Policy Manual apply to all City employees, unless stated otherwise. The benefit policies of the City of Collinsville Personnel Policy Manual apply to all regular, full-time employees, unless stated otherwise. The City Manager shall decide all disputes or questions relating to the determination of whether a policy is administrative and/or procedural in nature. Additionally, the various City departments may establish working regulations and operating procedures to supplement the policies set forth in this Manual.

Except for employees under the jurisdiction of the Board of Fire and Police Commission or the Civil Service and rules governing those bodies and those employees covered by an approved collective bargaining agreement or other approved employment agreement with specific terms altering the at-will nature of the employment relationship, employment with the City of Collinsville is “at will”. This means that both the employee and the City have the right to terminate the employment relationship at any time, for any reason not prohibited by law, or no reason, with or without notice. The at-will employment relationship cannot be modified, except by ordinance or by a duly authorized and executed collective bargaining or other written employment agreement. This Manual, and the policies it contains, does not form a contract of employment either expressed or implied.

As such, the City of Collinsville Personnel Policy Manual may be varied from, amended, supplemented, or discontinued at any time, with or without notice. To the extent any specific provision in this Manual

differs from the provisions of an applicable collective bargaining agreement, the terms of the collective bargaining agreement will control for employees covered by that collective bargaining agreement. This Manual supersedes all other previous personnel rules, regulations, policies, and procedures, written or oral. In the event that any provisions of this Manual conflict with the laws of the State of Illinois or the United States Government, the applicable state or federal provision(s) shall take precedence. The term “Manual” shall mean this handbook and all of its appendices collectively.

SECTION 1.05 SUBJECT TO CHANGE

The policies, procedures, and practices in the City of Collinsville Personnel Policy Manual are subject to modification and further development as determined by the City Council, as well as changes in state and federal law. The City Council approves revisions to the policies outlined in this Manual. The City Manager must approve any procedural changes in this Manual. The City Manager shall determine policy that requires City Council review and policy relative to administrative procedural matters.

SECTION 1.06 DEPARTMENTS

The City is organized into the following departments:

- Administration
- Finance
- Community Development
- Fire
- Police
- Public Works

SECTION 1.07 ASSIGNMENT AND PERFORMANCE OF DUTIES

All City employees are subject to the general rules and regulations of the City as outlined in this Manual and in other City procedures. Nothing in this Manual precludes, or shall be construed as precluding, the establishment of written departmental rules and regulations setting forth internal departmental operational policies and procedures. If a conflict occurs between the policies of the City and the rules of any department, the policy or procedure as identified in this Manual shall govern. This Manual cannot be all-inclusive of other policies or regulations that may have a relationship in some manner to employment conditions and/or obligations.

Employees shall perform the duties assigned to them by their immediate Supervisor or Department Head, or as directed by the City Manager or his/her designated representative. The City Manager shall decide all disputes or questions relating to the respective powers, duties, or obligations of all

employees. Employees with approved collective bargaining agreements are also subject to the terms and conditions of said agreement.

CHAPTER 2 EMPLOYMENT TERMS

SECTION 2.01 DISCRIMINATION, HARASSMENT, AND THE INTERACTIVE PROCESS

Discrimination

The City is committed to the principle of recruiting and selecting employees based on their ability to perform the functions of the position available and in accordance with the City's policy of equal opportunity. No unlawful discrimination shall be tolerated due to race, sex, pregnancy, pregnancy-related disability, national origin, religion, disabilities, age, marital status, veteran status, political affiliation, sexual orientation (including gender identity), or any other basis prohibited by applicable federal, state, or local fair employment laws or regulations, or the Illinois Human Rights Act.

The City of Collinsville assures Equal Employment Opportunity in all of its employment practices including those pertaining to recruitment, hiring, placement, compensation, transfers, promotions, practices, evaluations, benefits, training, layoff recall, discipline, demotions, and terminations. These employment practices are administered in accordance with the law as set forth in all applicable laws and regulations.

Harassment

Unlawful harassment in the workplace is prohibited. Harassment is any unwelcome conduct, whether verbal, graphic, or physical based on a person's protected characteristic, including, but not limited to, race, sex, pregnancy, pregnancy-related disability, national origin, religion, disabilities, age, marital status, veteran status, political affiliation, sexual orientation (including gender identity), and any other characteristic protected by applicable law. The City will not tolerate harassment of employees that interferes with an individual's work performance or creates a hostile, intimidating, or offensive work environment.

No employee shall explicitly or implicitly ridicule, mock, deride, or belittle any other employee or conduct himself/herself in a manner that has the purpose or effect of interfering with an employee's work performance or creating an intimidating, hostile, or offensive working environment.

Employees shall not make offensive or derogatory comments based upon sex, pregnancy, pregnancy-related disability, sexual orientation (including gender identity), race, religious practices, physical or mental disability, citizenship status, national origin, age, color, or any other characteristic protected by applicable law, either directly or indirectly, to another employee. Retaliation against an individual for reporting or complaining about acts of harassing conduct is prohibited.

Under Illinois law, sexual harassment is any "unwelcome or repeated sexual advances or requests for sexual favors, and conduct of a sexual nature when (1) submission to such conduct is made, either explicitly or implicitly a term or condition of an individual's employment, (2) submission to, or rejection

of, such conduct is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment".

Interactive Process (Americans with Disabilities Act)

The City also makes reasonable accommodations for employees with disabilities. The City engages in the interactive process with employees who have disabilities to determine if there is a reasonable accommodation that, if granted, would allow the employee to perform the essential functions of the employee's job.

Employees who violate this policy are subject to appropriate discipline. If an investigation results in a finding that this policy has been violated, the mandatory minimum discipline is a written reprimand. The discipline for very serious or repeat violations is termination of employment. Persons who violate this policy may also be subject to civil damages or criminal penalties.

SECTION 2.02 RECRUITMENT AND SELECTION

The Civil Service Commission (CSC) is responsible for examination, appointment, and discharge of all civil service positions within the City of Collinsville, except as modified by a collective bargaining agreement, as permitted by law.

The Board of Fire and Police Commissioners is responsible for examination, appointment, and discharge of all sworn police officer and firefighter positions within the City of Collinsville, except as modified by a collective bargaining agreement, as permitted by law.

Other City positions will be filled in accordance with applicable law. The City generally will post positions that become available.

SECTION 2.03 NEPOTISM

Employment and personnel decisions shall not be made based on nepotism, or under circumstances that reasonably create the appearance of nepotism to the public. The City discourages the hiring of more than one member of a family, or having more than one relative of the same family in its employ at any time.

A "relative" or "family member" shall mean husband, wife, children, father, mother, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandchild, grandfather, or grandmother. "Employment" does not include uncompensated appointed service on City commissions, committees, boards, or volunteers.

This policy does not apply to employees whose hiring precedes the candidacy and election of a family member to the City Council. This policy also does not apply to existing instances of employees who were hired prior to the adoption of the Manual and have other family members employed by the City.

The following employment practices shall be prohibited:

- Hiring relatives of elected City officials, Fire and Police Commission Board members, or the City Manager;
- Supervising an employee by a family member who is also employed by the City.

Employees may supervise relatives who are hired for seasonal or temporary positions.

SECTION 2.04 PHYSICAL EXAMINATIONS AND MEDICAL TESTS

After a conditional job offer has been made, an applicant will submit to a physical examination and drug screen provided by a physician or physicians selected and paid for by the City. When the examination appointment is made, a copy of the job description shall be sent to the physician. Current employees will be required to submit to a physical examination when, in the City's judgment, job-related business necessity require such an examination. Included with the applicant's physical examination is a mandatory drug test in accordance with the City's Drug and Alcohol Policy.

Certain Fire Department and Public Works Department employees' physical examinations shall be subject to the Respiratory Protection guidelines as established by the Illinois Department of Labor. Employment with the City is contingent upon the satisfactory outcome of said examinations. Additional physical examinations and/or medical tests may be required if the initial examination's findings dictate them. The initial physical examination and any additional physical examinations and/or medical tests shall be conducted by a physician or physicians designated by the City.

The City Manager and a Department Head may require an employee to undergo a physical or psychological examination or medical test at any time when job-related and consistent with business necessity.

SECTION 2.05 RESIDENCY REQUIREMENT

The City Manager must establish residency within the City limits within one year of appointment and maintain residency for the duration of employment.

CHAPTER 3 EMPLOYEE CLASSIFICATION AND COMPENSATION

SECTION 3.01 EMPLOYMENT DEFINITIONS

All general administrative and procedural policies in the City of Collinsville Personnel Policy Manual apply to all employees of the City except as noted otherwise in the text. All benefit policies in the City of Collinsville Personnel Policy Manual apply to all full-time employees of the City except as noted otherwise in the text.

Appointee

With the consent of City Council, the Mayor duly and officially appoints an employee. The City Manager, City Treasurer, City Clerk, Corporation Counsel, and City Attorney are appointed by the Mayor with the consent of the City Council.

The City Manager has the authority to appoint and remove all directors of departments as expressed in 65 ILCS 5/5-3-7 and those employees not subject to Civil Service Commission regulations.

Full-Time Employee

An employee in a position which normally requires the performance of duty for thirty (30) hours or more per week and who is hired for a specific position, with no specific date upon which employment ends. The position is not temporary, seasonal, or part-time.

Part-Time Employee

An employee in a position which normally requires the performance of duty for less than thirty (30) hours per week and less than 1,000 hours per anniversary year and who is hired for a specific position, with no specific date upon which employment ends.

Temporary Employee

An employee in a position which normally requires the performance of duty for less than thirty (30) hours per week and who is hired for a specific position, with a specific date of ninety (90) days upon which employment ends.

Seasonal Employee

An employee in a position which normally requires the performance of duty for less than thirty (30) hours or fewer per week and who is hired for a specific season, with a specific date of ninety (90) days upon which employment ends.

Hourly Employee

An employee paid by the hour. An hourly employee is generally paid overtime for hours worked in excess of forty (40) hours per workweek.

Salaried Employee

An employee paid a set rate for each pay period. A salaried employee may or may not receive overtime pay depending on the Federal Labor Standards Act classification of the position (see below.)

Exempt Employee

An employee exempt from (not entitled to) overtime compensation for hours worked in excess of forty(40) hours in any given work week in accordance with the Federal Labor Standards Act.

Non-Exempt Employee

An employee not exempt from (entitled to) compensation at the rate of one and one half (1.5) times regular hourly pay for all hours worked in excess of forty (40) hours in any given work week (except as provided otherwise in this Manual). Non-exempt employees are referred to herein as “hourly employees.”

SECTION 3.02 COMPENSATION PLAN

The City of Collinsville Compensation Plan shall apply to all City employees, except those employees governed by a valid collective bargaining agreement or the City Manager. The City strives to assure internally equitable and externally competitive rates of pay to employees; to provide a means for planning and controlling direct payroll costs; to maintain efficient administrative procedures; and, to ensure compliance with applicable laws and regulations.

The purpose of the City’s compensation plan is to encourage the retention of well-qualified, dedicated employees and to insure the effective, efficient, and safe delivery of City services. The establishment of a competitive and fair compensation system, which enables employees to receive pay increases based on skill, ability, and contribution to the City’s success and service to our citizens, along with quality group insurance and state retirement programs, is designed to encourage employees to make long-term commitments for employment with the City of Collinsville. The City’s general intent is to budget adequate funding for the system so it may function as designed.

SECTION 3.03 PERFORMANCE APPRAISALS

A program for evaluating the work performance of all employees in the City’s service shall be maintained. Human Resources, in cooperation with department heads, will administer a system of rating employee performance. The standards of performance recommended as a basis of such rating will have reference to the quality and quantity of work done, the manner in which the work is done, the conduct of employees and faithfulness to their duties and other characteristics which measure the value of the employee.

The purpose of these evaluations is to enable employees and supervisory personnel to work together to improve job performance and, therefore, the service provided to the citizens of the City. The job performance evaluation will be completed and rated by the evaluator. The employee will have the space provided and the right to comment on the rating. The employee, as well as all individuals involved in the rating process, will be required to sign and date the form. The City will make efforts to schedule performance appraisals approximately annually.

Performance evaluations may also be used in determining position status or dismissal; as a factor in determining order of layoff; as a basis for training, promotions, demotions, and transfers; and for such other purposes as may be set forth in this manual.

SECTION 3.04 PROMOTIONS AND TRANSFERS

The City may promote or transfer from within the City's workforce when it is in the best interests of the City to do so.

Promotions of sworn police officers and firefighters are governed by statutes and rules governing the activities of the Board of Fire and Police Commission and promotion of employees who are subject to the jurisdiction of the Civil Service Commission shall be governed by statutes and rules governing the operation of that body.

All newly transferred or promoted personnel within the City shall be employed on an introductory status for a specific period (See "Probationary Period") from the date of transfer or promotion. When an employee transfers from one position to another position within the City, the transfer and rate of accumulation of vacation days, sick hours, and participation in a pension fund will be determined by the employee's initial date of full-time employment. Employees will not lose any accumulated benefits. The City may change an employee or a group of employees from one job to another in the best interests of operating efficiency and meeting objectives. A transfer may take place within a department or between departments.

CHAPTER 4 EMPLOYMENT PRACTICES

SECTION 4.01 PROBATIONARY PERIOD

All newly hired and promoted employees shall be subject to a “probationary” period in order to provide time in which new and promoted employees may be observed to determine their work performance and to orient the employee to his/her work demands and surroundings. A newly hired or promoted employee’s evaluation shall be conducted at the end of his/her probationary period and based on the completion of the appropriate training for the position and satisfactory adaptation and performance in the position. At the end of the probationary period, the employee’s Supervisor shall complete a performance appraisal. The length of the probationary period will be explained to the employee at the time of hire or promotion. Unless otherwise provided by an applicable collective bargaining agreement or other contractual obligation, employment both during and after the probationary period is on an at-will basis.

SECTION 4.02 EMPLOYEE PERSONNEL FILES

The City maintains an official personnel file on each employee, and each applicant for employment as prescribed by law, in the Office of Human Resources. An employee may inspect his/her own personnel file twice a year in accordance with the Illinois Personnel Records Review Act.

Employee personnel files and their contents are confidential and will not be made available to anyone, other than the employee, Human Resources, and those individuals in City management who have a need to know the information contained therein. Additionally, when legally compelled to provide information in an employee personnel file, such as in response to a valid subpoena, the City will comply with its legal obligations.

SECTION 4.03 HOURS OF OPERATION AND WORK SCHEDULES

In general, the City of Collinsville workweek begins at 12:00 AM on Saturday and ends at 11:59:59 PM on the following Friday. The normal workweek is a consecutive seven (7) day period. The normal workday is eight (8) hours. Full-time employees are generally scheduled for forty (40) hours of work during the workweek.

All City employees are expected to work the hours they are scheduled each week and to report for work promptly. Employees shall report promptly to their designated place of work at the designated starting time and shall devote their entire efforts during working hours to assigned duties. Excessive

absenteeism, tardiness, or early departure may result in disciplinary action, up to and including immediate termination of employment.

SECTION 4.04 LUNCH AND BREAK PERIODS

Lunch and break periods may vary by department. Therefore, times and locations for lunch break periods shall be at the discretion of the Supervisor. Offices and departments that maintain services during meal periods shall allow regular full-time employees an unpaid meal period at a time scheduled by the Supervisor.

Employees may be required to stay on his/her work premises during the meal period as determined by his/her Supervisor.

SECTION 4.05 OVERTIME/COMPENSATORY TIME

For hourly employees, time and one-half (1.5) their regular hourly rate shall be paid for all overtime work (those in excess of forty (40) hours in a workweek) Overtime is considered time actually worked beyond forty (40) hours in any workweek.

Hourly employees may earn compensatory time in lieu of overtime pay.

Compensatory time earned is the same rate as overtime earned - time and one-half.

SECTION 4.06 PAYROLL PERIOD AND PAYDAY

The pay period for the City of Collinsville is for two weeks, beginning at 12:00 AM Saturday, and ending on the second Saturday at 11:59:59 AM. City of Collinsville employees are paid bi-weekly and payday is on the following Friday. Department Heads are responsible for the recording of time worked by department employees and submitting time cards and time sheets to the Finance Department by 12:00 PM on the Monday preceding designated paydays.

Employees are encouraged to have their paychecks deposited directly into their bank accounts. Employees may use any bank, savings and loan or credit union that is a member of the Automated Clearing House and can accept electronic fund transfers.

Pay statements are provided for all employees electronically.

SECTION 4.07 PAYROLL DEDUCTIONS

When an employee is hired by the City, he/she must submit to the City the following information:

- Social Security number;
- Documentation proving authorization to work legally in the United States;
- Information for pension deduction

Compulsory deductions currently include state and federal withholding, Medicare, Social Security and the Illinois Municipal Retirement Fund (for all employees working 1000 hours or more per year, except sworn Police personnel and Firefighters who contribute to their respective pension plans). The City also provides employees the opportunity to participate in several voluntary payroll deduction programs. Information on these programs may be obtained through Human Resources. All changes in any employee's status or address must be reported to Human Resources.

CHAPTER 5 EMPLOYEE CONDUCT AND DISCIPLINARY PROCEDURES

SECTION 5.01 EMPLOYEE CODE OF ETHICS

In accordance with the State Employees and Officials Act, 5 ILCS 430/1-1 et seq., (hereinafter referred to as the “Act”) as though the terms of said Act were expressly applicable to the City and City Ordinance No. 3598, the City of Collinsville shall regulate the solicitation and acceptance of gifts and political activities by any elected or appointed official or any employee and shall enforce those prohibitions in a manner substantially in accordance with the requirements of the Act. All service in the City shall be performed in an impartial manner, free of personal and political considerations. All employees of the City of Collinsville are expected to conform to this Code of Ethics. The following activities are prohibited during an employees’ compensated time, other than during paid vacation or sick time, personal or compensatory time off.

Prohibited Political Activity

- Preparing for, organizing, or participating in any political meeting, political rally, political demonstration, or other political event;
- Soliciting contributions, including but not limited to the purchase of, selling, distributing, receiving payment for tickets for any political fundraiser, political meeting, or other political event;
- Soliciting, planning the solicitation of, or preparing any document or report regarding anything of value intended as a campaign contribution;
- Planning, conducting, or participating in a public opinion poll in connection with a campaign for elective office or on behalf of a political organization for political purposes. This does not include answering a public opinion poll;
- Surveying or gathering information from potential or actual voters in an election to determine probable vote outcome in connection with a campaign for elective purposes or for or against any referendum question;
- Assisting the polls on Election Day on behalf of any political organization or candidate for elective office or for or against any referendum question;
- Soliciting votes on behalf of a candidate for elective office or a political organization or for or against any referendum question or helping in an effort to get voters to the polls;
- Initiating for circulation, preparing, circulating, reviewing, or filing any petition on behalf of a candidate for elective office or for or against any referendum question;
- Making contributions on behalf of any candidate for elective office in that capacity or in connection with a campaign for elective office;

- Preparing or reviewing responses to candidate questionnaires in connection with a campaign for elective office or on behalf of a political organization for political purposes;
- Distributing, preparing for distribution, or mailing campaign literature, campaign signs, or other campaign material on behalf of any candidate for elective office or for or against any referendum question;
- Campaigning for any elective office or for or against any referendum question;
- Managing or working on a campaign for elective office or for or against any referendum question;
- Serving as a delegate, alternate, or proxy to a political party convention;
- Participating in any recount or challenge to the outcome of any election, except to the extent that under subsection (d) of Section 6 of Article IV of the Illinois Constitution each house of the General Assembly shall judge the elections, returns, and qualifications of its members.

No employee shall intentionally perform any prohibited political activity during any compensated time other than during paid vacation or sick time, personal or compensatory time off.

No employee shall intentionally use any property or resources of the City of Collinsville in connection with any prohibited political activity.

At no time shall any employee intentionally require any other employee to perform any prohibited political activity (a) as part of that employee's duties, (b) as a condition of employment or (c) during any compensated time off such as holidays or vacation.

No employee shall be required at any time to participate in any prohibited political activity in consideration for any additional compensation or any additional benefit, whether in the form of a salary adjustment, bonus, compensatory time off, continued employment or otherwise.

Nothing in this section prohibits activities that are permissible for an employee to engage in as a part of his/her official duties, or activities that are undertaken by an employee on a voluntary basis which are not prohibited by this ordinance.

GIFT BAN

In order to help avoid the appearance of impropriety or undue influence, City employees generally should not accept money, gifts, gratuities or anything of value from anyone in the course of employment with the City. Exceptions include gifts from co-workers for birthdays and holidays. In addition, City employees may accept items of nominal value from others such as tickets to sporting events, food items, meals that are part of a business meeting, gift baskets at holiday time and similar items of nominal value.

SECTION 5.02 STANDARDS OF CONDUCT

Employees of the City of Collinsville are representatives of the City and are expected to conduct themselves in a manner that is a credit to the City.

SECTION 5.03 PERSONAL APPEARANCE AND WORK ATTIRE

Each City employee is expected to dress appropriately according to the requirements of his/her position in order to promote a safe working environment and to project a professional image to the public, as well as fellow workers.

SECTION 5.04 MEDIA RELATIONS

The City will respond to the news media in a timely and professional manner only through designated spokespersons.

SECTION 5.05 ATTENDANCE

Excessive absenteeism, tardiness, or early departure may result in disciplinary action, up to and including immediate termination of employment.

SECTION 5.06 HEALTH AND SAFETY PROGRAM

The City of Collinsville provides a safe and healthy environment in which our employees, residents, visitors and customers can carry out their business.

SECTION 5.07 WORKPLACE VIOLENCE PREVENTION

The City of Collinsville is concerned with, and committed to, employee safety and health. Violence in the workplace is an unacceptable practice. Department Heads and Supervisors will make every effort to prevent violent incidents from occurring by recommending practices and procedures for employees to follow through its Health and Safety Program.

All employees shall adhere to work practices that are designed to make the workplace secure, and to minimize verbal threats or physical actions which create a security hazard for others in the workplace. The City of Collinsville will not discriminate against victims of workplace violence. All employees, including Supervisors and Department Heads are responsible for using safe work practices, for following all directives, policies and procedures, and for assisting in maintaining a safe and secure work

environment. Management is responsible for ensuring that all safety and health policies and procedures involving workplace security are clearly communicated to, and understood by, all employees.

SECTION 5.08 WEAPONS

The City of Collinsville prohibits, forbids, and does not tolerate weapons on City property, or during any City-related business or activity. Weapons include visible and concealed weapons; including those for which the owner has necessary permits. Weapons may include, but are not limited to, firearms, knives with blades longer than four (4) inches, explosive materials or any other objects that could be used to harass, intimidate, or injure another individual, employee, or volunteer. This policy does not apply to sworn police officers carrying weapons pursuant to Police Department policy.

SECTION 5.09 SMOKING

In accordance with Illinois law, the City prohibits the smoking of any tobacco product throughout its facilities and within fifteen (15) feet of any door, window, or ventilation opening. This includes both traditional cigar and cigarette products as well as e-cigarettes. Employees are prohibited from using e-cigarettes or any form of tobacco product inside City building or City-owned vehicles.

SECTION 5.10 DRUG AND ALCOHOL USE

The City reserves the right to require any employee to submit to testing for the presence of illegal drugs and/or alcohol when the City has a reasonable suspicion that the employee has illegal drugs and/or alcohol in their system and after a job-related accident or injury. Tests for the presence of illegal drugs (but not alcohol) also may be conducted at any other time in the City's sole discretion.

Employees who are covered by Department of Transportation Drug and Alcohol Testing regulations are covered by a separate drug and alcohol-testing program that is consistent with the applicable Department of Transportation regulations.

Nothing contained herein alters the City's policy of encouraging an employee with a drug and/or alcohol problem to seek and receive treatment for the condition before it results in a situation where discipline is to be imposed. An employee cannot avoid discipline by requesting such assistance after he/she has violated this policy.

SECTION 5.11 USE OF CITY EQUIPMENT

City-owned vehicles, equipment, tools, supplies, keys, and other such apparatus are provided by the City to enable employees to perform the duties and tasks required of them in a professional, efficient, and

effective manner. Unauthorized and/or private use of City-owned property is prohibited except when such services are available to the public. Violations of this section may result in disciplinary action, discharge, legal action, and/or criminal liability.

SECTION 5.12 MOBILE EQUIPMENT AND RELATED SERVICES

The use of mobile phones, tablets, and similar devices, and related communication services by City employees in the course of their work is common. The City of Collinsville often provides these devices to employees to improve communication, productivity and work efficiency. City policies generally require City property to be used only for City business use. However, this policy recognizes that a portion of the use of Equipment/Services may be for non-business use, such as personal phone calls or emails.

As Internet service is a nearly ubiquitous household utility, similar to basic telephone service and electricity, the City does not provide reimbursement for home Internet connectivity. Employees who are required to have home Internet service to fulfill job requirements and for whom purchasing the service is a significant financial hardship may request an exception to this policy. Exceptions must be approved by the City Manager based on business necessity and demonstrated financial hardship.

SECTION 5.13 COMPUTER EQUIPMENT AND TELECOMMUNICATION SYSTEMS

The City maintains for the benefit of its employees and their authorized agents, an extensive system of computer and telecommunication resources. City employees, officials, their agents, and all other authorized users are expected to use such equipment and resources in an efficient, effective, ethical, and lawful manner for legitimate and authorized City business. Users should not have an expectation of privacy in anything they create, store, send, or receive on the City's computer or telecommunications system.

The City has the right, but not the duty, to monitor any and all aspects of its computer system, including, but not limited to, monitoring sites visited by users on the Internet, monitoring chat groups and news groups, reviewing material downloaded or uploaded by employees, and reviewing electronic mail sent and received by users.

Under no circumstances is an employee of the City of Collinsville authorized to engage in any activity that is illegal under local, state, federal or international law while utilizing the City of Collinsville owned resources.

SECTION 5.14 GENERAL USE AND OWNERSHIP OF INFORMATION

While the City of Collinsville desires to provide a reasonable level of privacy, users should be aware that the data they create on the City's systems remains the property of the City of Collinsville. Because of the need to protect the City of Collinsville's network, management cannot guarantee the confidentiality of information stored on any network device belonging to the City of Collinsville. For security and network maintenance purposes, authorized individuals within the City of Collinsville may monitor equipment, systems, and network traffic at any time, per the City of Collinsville's Audit Policy. The City of Collinsville reserves the right to audit networks and systems on a periodic basis to ensure compliance with this policy.

SECTION 5.15 EMAIL AND COMMUNICATIONS ACTIVITIES

The Internet, electronic mail, and the City's Intranet must be treated as formal communication tools. Therefore, each individual user is responsible for complying with this and all other relative City policies when using the City of Collinsville's resources for accessing the Internet and/or sending or receiving electronic mail.

Electronic mail messages and the transfer of information via the Internet or Intranet are not secure. Content of all communications via the Internet or Intranet should be accurate. Users must use the same care in drafting electronic mail and other electronic documents as they would for any written communication.

SECTION 5.16 SOCIAL NETWORKS/BLOGGING/FORUMS

Access to Social Networks/Blogging/Forums by employees, whether using the City of Collinsville's property and systems or personal computer systems utilizing the City of Collinsville's networks, is also subject to the terms and restrictions set forth in this Policy. Limited and occasional use of the City of Collinsville's systems to engage in personal Social Networks/Blogging/Forums is acceptable. Employees are prohibited from revealing any City confidential or proprietary information, trade secrets, or any other material when engaged in blogging or forums for a City project or research.

SECTION 5.17 CREDIT CARDS AND GAS CARDS

Credit and gas cards may be provided to employees of the City for completing their duties in a professional and efficient manner. As such, credit and gas cards may be used for official use only and may not be used for personal use. Unauthorized or private use, including the purchase of alcoholic beverages, of City-owned credit and gas cards is strictly prohibited. Violation of this policy may result in disciplinary action, up to and including termination of employment.

SECTION 5.18 ACCESS KEYS AND CARDS

City employees may use only the keys and access cards that they have been authorized to use.

SECTION 5.19 CITY VEHICLES

City vehicles may only be used in the conduct of City business. Only permitted City employees, elected, and appointed officials shall be allowed to drive City-owned vehicles, as authorized by the respective Department Head and/or the City Manager.

SECTION 5.20 PROGRESSIVE DISCIPLINE

Discipline refers to any oral and/or written reprimand, suspension without pay, demotion, or dismissal depending upon the seriousness of the situation and the incidence of prior violations.

Violation of City policies and rules may warrant disciplinary action as determined necessary by an employee's Supervisor. Forms of discipline that the City may elect to use include oral reprimands, written reprimands, suspensions, reductions in pay, demotions, and/or terminations. The Supervisor, with the approval of the respective Department Head, may deviate from any order of progressive disciplinary actions and any of the following disciplinary action as deemed appropriate under the circumstances, up to and including immediate termination of employment. The City's policy for discipline does not limit or alter the at-will employment relationship between the City and the employee.

SECTION 5.21 GRIEVANCE PROCEDURE

The grievance procedure is open to any full-time or part-time employee who believes that the treatment he/she has received on the job is inequitable or unfair, disagrees with the interpretation, application or compliance of the provisions of this Personnel Policy Manual, the issues of pay, promotion, demotion, discipline, job operations, performance review, conduct of fellow workers, or supervision needs to be corrected. All grievances shall be settled only in accordance with the grievance procedures herein set forth. No employee shall be disciplined or discriminated against in any manner because of his/her proper use of the grievance procedure.

CHAPTER 6 ABSENCE FROM WORK

SECTION 6.01 DISABILITY LEAVE

City of Collinsville employees are presently covered by any one of three separate pension and disability plans. The plans are the Illinois Municipal Retirement Fund (IMRF), the Police Pension Fund, and the Fire Pension Fund. General municipal, police and fire personnel are subject to the regulations governing disability benefits in each of their respective plans. Employees who are not participants in the pension plans are not eligible for disability benefits. Specific eligibility requirements for benefits are included in the individual plans.

SECTION 6.02 FAMILY AND MEDICAL LEAVE

It is the policy of the City of Collinsville to comply with all provisions of the Family and Medical Leave Act (FMLA). This leave will provide eligible employees (defined as an employee who has been employed by the City for at least twelve (12) months and who has worked at least 1,250 hours during the 12-month period immediately preceding the date on which the employee's FMLA will begin) up to twelve (12) weeks of job protected unpaid leave of absence from work during a twelve (12) month period for the following family and medical reasons:

- To care for the employee's child and/or to bond with the child after birth, or placement for adoption or foster care; Foster care must be formal; State action is required.
- To care for the employee's immediate family member who has a serious health condition. Family member is defined as spouse, child, (natural, adopted, foster, or stepchild), sister, brother, and parent (including natural, stepmother, stepfather, or legal guardian).
- If the employee has a qualifying exigency arising out of the fact that the employee's spouse, parent, or child is a covered military member on active duty (or has been notified of a call or order to active duty) in support of a contingency operation.
- To care for a serious health condition that makes the employee unable to perform his/her job.
- To care for a covered service member (spouse, child, employee's parent or next of kin) who is a current member of the Armed Forces, including a member of the National Guard or Reserves, or a member of the Armed Forces, the national Guard or reserves who is on the temporary disability retired list, who has a serious injury or illness in the line of duty on active duty for which he or she is undergoing medical treatment, recuperation or therapy, or otherwise in outpatient status, or otherwise on the temporary disability retired list. This type of leave is also available to care for a veteran of the Armed Forces (including the National Guard or Reserves) discharged within the five year period before the employee first takes leave to care for the

veteran who is undergoing medical treatment recuperation, or therapy for a qualifying serious injury or illness. This is called “Military Caregiver Leave.”

SECTION 6.03 SCHOOL VISITATION RIGHTS ACT

In accordance with 820 ILCS 147, Public Act 87-1240, the School Visitation Rights Act, the City of Collinsville will allow eligible employees unpaid leave of up to a total of eight (8) hours during any school year, no more than four (4) hours of which may be taken on any given day, to attend school conferences or classroom activities related to the employee’s child if the conference or classroom activities cannot be scheduled during non-work hours.

SECTION 6.04 FUNERAL LEAVE

All full-time employees are provided with up to five (5) paid business days, as funeral leave to attend the funeral, or handle related matters, caused by the death of a member of his or her immediate family. For the purpose of this section, immediate family is defined as spouse, child, (natural, adopted, foster, or stepchild), sister, brother, parent (including natural, stepmother, stepfather, or legal guardian), mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparent, or grandchild. The Department Head must approve all funeral leaves.

SECTION 6.05 HOLIDAYS

The following holidays have been officially designated by the City Council as observed holidays. All full-time employees shall observe these days and shall receive regular pay. Employees governed by an approved collective bargaining agreement shall observe those holidays as stated in said agreement.

| Official Holidays | Day Observed |
|------------------------|-----------------------------|
| New Year’s Day | January 1 |
| Presidents’ Day | Same as National Holiday |
| Memorial Day | Last Monday in May |
| Independence Day | July 4 |
| Labor Day | First Monday in September |
| Columbus Day | Second Monday in October |
| Veteran’s Day | November 11 |
| Thanksgiving Day | Fourth Thursday in November |
| Day after Thanksgiving | Friday after Thanksgiving |
| Christmas Day | December 25 |

SECTION 6.06 JURY AND WITNESS DUTY

Jury and witness duties are generally considered authorized absences from work and the employee will receive his/her regular base salary while performing these duties.

SECTION 6.07 MILITARY DUTY LEAVE

The City complies with all applicable federal and state laws regarding time off for military duty. If an employee needs time off either for military training (including National Guard or reserve training) or is called to active military duty, let Human Resources know as soon as possible.

SECTION 6.08 PERSONAL LEAVE

The City of Collinsville shall grant one (1) day personal leave per year after the first six months of continuous employment without deduction from regular compensation, upon approval by the department head or his/her designee. Such leave shall not be accumulated.

SECTION 6.09 SICK LEAVE

Full-time employees and appointed officials of the City of Collinsville shall receive regular pay during unavoidable absence from work due to sickness or accident, at the rate of one and one-half working day for each calendar month of employment.

SECTION 6.10 VACATIONS

Full-time employees are eligible for vacation benefits as shown below. Vacation benefits for employees governed by an approved collective bargaining agreement or any employment agreement for an appointed official shall be as set forth in such agreements.

Vacation allowances shall be earned on the employee's anniversary date and based on completed years of continuous service as follows:

| Years of Full-Time Service | Vacation Days (40 Hour Employees) |
|----------------------------|--------------------------------------|
| After 6 months | 1 week |
| 1st Anniversary | 1 additional week |
| 2nd to 4th Anniversary | 2 weeks |
| 5th to 9th Anniversary | 3 weeks |

| | |
|--------------------------|---------|
| 10th to 19th Anniversary | 4 weeks |
| 20th Anniversary and up | 5 weeks |

SECTION 6.11 WEATHER-RELATED LEAVE

In instances of weather-related absences, the City Manager, in consultation with Department Heads, shall determine if non-emergency employees will be excused from work with pay due to extreme weather conditions.

CHAPTER 7 SEPARATION

SECTION 7.01 DEFINITIONS

Separation from employment with the City of Collinsville may be accomplished by discharge, layoff, resignation, and retirement, as hereinafter defined:

Discharge

Involuntary termination initiated by the City. Discharge or termination of employment is the permanent removal from employment with the corresponding permanent loss of all privileges of employment with the City.

Layoff

Involuntary separation initiated by the City due to the elimination of certain positions or a reduction in payroll because of changing and unforeseen circumstances.

Resignation

Voluntary separation initiated by the employee.

Retirement

Voluntary separation in accordance with provisions of the Illinois Municipal Retirement Fund, Fire Pension Retirement Plan, or Police Pension Retirement Plan.

SECTION 7.02 DISCHARGE

An employee may be discharged by the Department Head, with approval of the City Manager for any reason not prohibited by law, or no reason, with or without notice. Employees may be discharged for any improper or inappropriate conduct including, but not limited to, violation of work rules, violation of general rules and regulations, violation of standards of conduct, unacceptable behavior, insubordination, intentional damage to, or theft of, City property, gross negligence in performing assigned duties, intoxication in the workplace, misconduct, poor performance, or unacceptable attendance, without ever having received an oral reprimand, a written disciplinary notice or letter, a suspension, a reduction in pay, or a demotion.

Any discharge of full-time police officers and firefighters are subject to the rules and regulations of the Board of Fire and Police Commissioners. Any discharge of Civil Service Commission employees are subject to the rules and regulations of the Board of Civil Service Commissioners.

SECTION 7.03 LAYOFF

If the City finds it necessary to release an employee from his/her duties due to a lack of work and/or a reduction in the work force, the employee shall be given advance notice of ten (10) working days for non-supervisory personnel and twenty (20) working days for Supervisory personnel.

SECTION 7.04 RESIGNATION

An employee who resigns from the City is expected to provide advance notice of resignation (ten (10) working days for non-supervisory personnel and twenty (20) working days for Supervisory personnel) to the employee's Supervisor.

In the case of Department Heads and Supervisors, advance notice of thirty (30) working days shall be made to the City Manager.

CHAPTER 8 BENEFITS

SECTION 8.01 DEFERRED COMPENSATION PLAN

The City offers several governmental approved 457 Deferred Compensation Plans. These are voluntary programs and do not have an employer contribution. These plans allow employees to earn and invest money now, and pay taxes on it later. The employee's contribution is automatically deducted from his/her paycheck and applied to an account according to the employee's instructions.

SECTION 8.02 EMPLOYEE ASSISTANCE PROGRAM

The City provides an Employee Assistance Program (EAP) for all employees and their immediate family. Employee services available through the EAP include counseling regarding a broad range of issues such as parenting concerns, marital and family stress, emotional stress, personal problems, alcohol and drug abuse, and financial or legal problems.

SECTION 8.03 GROUP HEALTH INSURANCE

All regular full-time employees may participate in the comprehensive group health insurance plan provided by the City.

SECTION 8.04 GROUP LIFE INSURANCE

The City currently provides all full-time employees with group life insurance coverage.

SECTION 8.05 PENSION

All full-time employees of the City participate in a pension plan.

SECTION 8.06 RETIREMENT BENEFITS

Employees who have maintained continuous full-time employment with the City may continue participation in the existing group health and dental insurance programs upon simultaneous application for retirement or for permanent disability.

Sick pay benefits are available upon retirement if an employee has maintained continuous full-time employment with the City and has accumulated sick days.

SECTION 8.07 WORKER'S COMPENSATION INSURANCE

The City shall provide workers' compensation benefits in accordance with Illinois Compiled Statutes. The City will pay for all necessary first aid, medical, and surgical services reasonably required to cure or relieve the effect of any accidental injury or disablement suffered by an employee arising out of, or in the course of, employment with the City. However, Illinois law provides that in order to protect their eligibility for such benefits, employees are required to report their on-the-job injuries within forty-five (45) days of occurrence.

SECTION 8.08 VOLUNTARY SICK BANK PROGRAM

The City of Collinsville Sick Leave (Bank) Donation Program is intended for alleviating the hardship caused when employees lose compensation as the result of a catastrophic illness or injury. This program provides additional paid leave to employees who have exhausted accrued leave. The Sick Leave Donation Program does not alter, amend, or change the Sick Leave Policy for the City of Collinsville and is in no way meant to establish any precedent under the Sick Leave Policy.

SECTION 8.09 PROFESSIONAL MEMBERSHIPS

The City encourages qualified employees to become members of professional organizations and associations, which are directly related to the employee's position with the City.

SECTION 8.10 TUITION REIMBURSEMENT PROGRAM

The Tuition Reimbursement Program is designed to provide financial assistance to Collinsville employees that do not have the opportunity afforded through a collective bargaining agreement. The objective of this program is to allow employees to further their education while working for the City and fulfill their personal and professional goals, embracing an attitude of lifetime learning, and enabling them to become a provider of superior service.

SECTION 8.11 UNIFORM AND CLOTHING ALLOWANCE

Uniforms, uniform allowance, or clothing allowance may be furnished to certain City employees. Such uniforms must be kept clean, neat, and in good condition, and must be worn while performing duties for the City.

CHAPTER 9 MISCELLANEOUS

SECTION 9.01 EMPLOYEE IDENTIFICATION

All City employees, as representatives of the City of Collinsville, shall be furnished photo identification cards.

SECTION 9.02 TRAINING AND CAREER DEVELOPMENT

The City is committed to providing and supporting employee training, career development, and recognizes that attendance at and participation in seminars, conferences, workshops, and conventions is a valuable method for updating job knowledge, skills, and abilities.

SECTION 9.03 TRAVEL REGULATIONS AND REIMBURSEMENTS

The City's goals are to allow travel arrangements that (1) demonstrate good stewardship of public funds, (2) provide equitable treatment of all personnel, and (3) allow travel in a manner that is dignified and reflects credit on the City of Collinsville. These regulations are applicable for all travel expenses incurred on behalf of the City by employees, elected officials, and board or commission members. Where these regulations do not adequately cover a travel situation, the City Manager may authorize exceptions.

SECTION 9.04 LITIGATION INVOLVING CITY EMPLOYEES

Any employee of the City who receives any summons, notice, or complaint alleging any claim or cause of action arising as a result of the performance of official duties as an employee of the City shall immediately notify his/her immediate supervisor and Department Head and furnish to him/her a copy of said summons, notice, or complaint who shall thereafter forward said materials to the City Manager.

SECTION 9.05 DISCLAIMER

This Manual, and the policies it contains, is not intended to form a contract of employment either expressed or implied. As such, the City of Collinsville Personnel Policy Manual may be varied from, amended, supplemented, or discontinued at any time, with or without notice. Furthermore, no policy, benefit, or procedure set forth in this Manual implies, or may be construed to imply, that it or any portion thereof is an employment contract. The Manual creates no property or tenure rights in employment. The text of this Manual is intended only to describe the policies and procedures of the City, relative to human resources management.



City of Collinsville Personnel Policy Manual

Adopted By:

Ordinance # 4417

April 25, 2011

Amended By:

Ordinance # ~~4578~~ _____

~~January 28, 2013~~ _____, 2016

MISSION STATEMENT

The City of Collinsville's Mission is to provide superior municipal services through an engaged workforce while partnering with the community and being responsible stewards of the public

tax dollars resulting in satisfied customers.

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CHAPTER 1 INTRODUCTION

City of Collinsville Personnel Policy Manual

SECTION 1.1 WELCOME

Congratulations on your employment with the City of Collinsville, Illinois. In accepting employment with the City, you take the important responsibility of being a part of a municipal organization, which provides essential services to its citizens. Please keep in mind that our primary goal is to serve the best interests of the citizens of the City. As local public officials and employees, we are the primary service organization for City residents. Customer service must be our first priority and every citizen is our best customer. Each public contact is an opportunity for excellent performance. As such, you are a representative of the City of Collinsville municipal organization and are expected to conduct yourself in an appropriate and courteous manner.

The City also recognizes that the well-being of its employees is essential to the maintenance of a high standard of operation. ~~It is believed that the interests of the City and its employees are complementary, rather than conflicting.~~ As a City employee, you receive many employment benefits in addition to a highly competitive salary. In return, you are expected to perform your job to the best of your ability, to be dependable, and to abide by the policies of the City.

This City of Collinsville Personnel Policy Manual provides relevant information regarding City policies and benefits. ~~Familiarity with this material will be to your advantage and is also your responsibility.~~ If you have questions regarding the information provided herein, your Supervisor or the Human Resources Office will be happy to discuss them with you. From time to time, you will receive updated pages reflecting the changes made to policies, procedures, or benefits. Please keep your Manual current by inserting the new pages and destroying outdated pages.

SECTION 1.2 BACKGROUND

The City of Collinsville has experienced considerable changes and growth since its coal mining days at the turn of the century. Collinsville is a growing community in the St. Louis metropolitan area ~~with a population as of the 2009 Census of 26,016. Collinsville has become much more than a bedroom community for nearby St. Louis, Missouri.~~ Collinsville is a haven for people who have grown weary of the hustle and bustle of urban living and desire a small-town atmosphere. Rolling hills, large homes, and shaded streets add beauty and a sense of the past. Collinsville's Comprehensive Plan for growth has a goal of improving the community while protecting property values and quality of life. The City of Collinsville boasts a growing hospitality district with hotel accommodations and the Gateway Center, Southwestern Illinois' premiere convention and visitor's center. The City is also home to the District 11 Illinois State Police and Illinois Department of Transportation Headquarters, and Fairmount Park Racetrack.

The City operates under the Council-Manager form of government which consists of a City Council comprised of a Mayor and four Council members elected at-large, and a City Manager appointed by the Council. The term of the Mayor and Council is four years. The Mayor serves as chairman of the Council and as Liquor Commissioner. The City Manager serves as chief administrator of the City, under the direction of the Council. Under this form of government, the City Clerk, City Treasurer, City Attorney, and Corporate Counsel are appointed by the Mayor, with approval by the City Council, while all other positions are appointed by the City Manager.

SECTION 1.3 PURPOSE AND MISSION STATEMENT

The purpose of the City of Collinsville Personnel Policy Manual is to establish a sound human resources program based on policies equitable to the employees, employer, and taxpayers to be administered in a systematic application that will result in outstanding employee performance and morale. ~~The objectives of such a program should establish a system of human resources management based on merit and equitable administration, establish and maintain a uniform and equitable plan of position classification and compensation based on duties and responsibilities of positions in the City service, develop a program that will make a career in municipal government attractive to persons who possess the ability, integrity and dedication to serve the public, and provide a plan for continuing growth and education of the municipal employee that will provide the competence and initiative required for outstanding performance, equitable compensation, and public respect.~~

The mission of the City of Collinsville is to provide superior municipal services through an engaged workforce while partnering with the community and being responsible stewards of the public tax dollars resulting in satisfied customers.

SECTION 1.4 APPLICATION AND SCOPE

This document shall be known as the City of Collinsville Personnel Policy Manual. This Manual is designed to assist employees in performing their duties and responsibilities. It does not, and is not intended to cover every aspect of City operations. The general administrative and procedural policies of the City of Collinsville Personnel Policy Manual apply to all City employees, unless stated otherwise. The benefit policies of the City of Collinsville Personnel Policy Manual apply to all regular, full-time employees, unless stated otherwise. The City Manager shall decide all disputes or questions relating to the determination of whether a policy is administrative and/or procedural in nature. Additionally, the various City departments may establish working regulations and operating procedures to supplement the policies set forth in this Manual.

~~In the State of Illinois, it is presumed by case law that all employees are "at will".~~

Except for employees under the jurisdiction of the Board of Fire and Police Commission or the Civil Service and rules governing those bodies and those ~~governed~~**employees covered** by an approved collective bargaining agreement or other approved employment agreement **with specific terms altering the at-will nature of the employment relationship**, employment with the City of Collinsville is "at will". This means that both the employee and the City have the right to terminate the employment relationship at any time, for any reason not prohibited by law, or no reason, with or without notice. The at-will employment relationship cannot be modified,

except by ordinance or by a duly authorized and executed collective bargaining or other written employment agreement. This Manual, and the policies it contains, is not intended to form a contract of employment either expressed or implied. As such, the City of Collinsville Personnel Policy Manual may be varied from, amended, supplemented, or discontinued at any time, with or without notice. ~~Furthermore, no policy, benefit, or procedure set forth in this Manual implies, or may be construed to imply, that it or any portion thereof is an employment contract. No property or tenure rights in employment shall be created, or deemed to be created, by this Manual. The text of this Manual is intended only to describe the policies and procedures of the City, relative to human resources management~~**To the extent any specific provision in this Manual differs from the provisions of an applicable collective bargaining agreement, the terms of the collective bargaining agreement will control for employees covered by that collective bargaining agreement.**

This Manual supersedes all other previous personnel rules, regulations, policies, and procedures, written or oral. In the event that any provisions of this Manual conflict with the laws of the State of Illinois or the United States Government, the applicable state or federal provision(s) shall take precedence. The term "Manual" shall mean this handbook and all of its appendices collectively.

~~SECTION 1.5~~ **GENDER AND SINGULAR/PLURAL CLAUSE**

~~Whenever the male pronoun is used in this Manual, it is intended to refer to all employees, male or female. Words used in the singular also apply to the plural, and vice versa.~~

~~SECTION 1.6~~ **COLLECTIVE BARGAINING**

~~Where the provisions of these rules conflict with those of a valid collective bargaining agreement between the City of Collinsville and a recognized bargaining unit, the collective bargaining agreement shall take precedence over this Manual to the extent of the specific conflict only.~~

AMENDMENTS

The policies, procedures, and practices in the City of Collinsville Personnel Policy Manual are subject to modification and further development as determined by the City Council, as well as changes in state and federal law. ~~Each member of City management can assist in keeping the Manual up to date by notifying the Human Resources Office whenever problems are encountered or improvements can be made in the administration of the personnel policies. The Human Resources Office will recommend changes to the Personnel Policy Manual for review by Department Heads and consideration by the City Manager for inclusion in the Manual.~~ Revisions to the policies outlined in this Manual must be approved by the City Council. ~~The City Manager must approve any procedural changes in this Manual.~~ The City Manager shall determine what is ~~policy, requiring City Council review,~~ **policy, requiring City Council review, is** and what is policy relative to administrative procedural matters.

SECTION 1.5.8 SEVERABILITY

~~Each rule of the City of Collinsville Personnel Policy Manual and each section thereof is an independent rule or section. The holding of any court of competent jurisdiction that any rule or section is void, invalid or ineffective, for any reason, does not affect the validity of any other rule or section.~~

~~SECTION 1.9~~ **SECTION 1.6 DEPARTMENTS**

The City work force is organized into the following departments:

1. Administration Department
2. Finance Department
3. Community Development Department/TIF
4. Fire Department
5. Police Department
6. Public Works Department

SECTION 1.107 ASSIGNMENT AND PERFORMANCE OF DUTIES

All City employees are subject to the general rules and regulations of the City as promulgated in this Manual and in other City procedures. Nothing in this Manual precludes, or shall be construed as precluding, the establishment of written departmental rules and regulations setting forth internal departmental operational policies and procedures. If a conflict occurs between the policies of the City and the rules of any department, the policy or procedure as identified in this Manual shall govern. ~~This Manual is intended to delineate generally significant aspects of policy of the City of Collinsville affecting employees of the City. However, this~~ **This** Manual cannot be all-inclusive of other policies or regulations that may have a relationship in some manner to employment conditions and/or obligations.

Employees shall perform the duties that are assigned to them by their immediate Supervisor or Department Head, or as directed by the City Manager or his/her designated representative. The City Manager shall decide all disputes or questions relating to the respective powers, duties, or obligations of all employees. Employees with approved collective bargaining agreements are also subject to the terms and conditions of said agreement.

~~—————All employees receiving a copy of this Manual shall be responsible for updating their individual copy as amendments are approved and distributed to employees. All City employees who receive a copy of the Personnel Policy Manual shall sign a “Personnel Policy Manual Acknowledgment Form”, which shall be forwarded to the Human Resources Office to be placed in the employee’s personnel file.~~

CHAPTER 2 TERMS OF EMPLOYMENT

City of Collinsville Personnel Policy Manual

SECTION 2.1 DISCRIMINATION, HARASSMENT, AND THE INTERACTIVE PROCESS

The City is committed to the principle of recruiting and selecting employees on the basis of ~~demonstrated and potential~~ **their** ability to perform the functions of the position available and in accordance with the City's policy of equal opportunity. ~~This philosophy is premised on the principles that no~~ **No** unlawful discrimination shall be tolerated due to race, sex, **pregnancy, pregnancy-related disability**, national origin, religion, disabilities, age, marital status, veteran status, political affiliation, sexual orientation, **(including gender identity)**, or any other basis prohibited by applicable federal, state, or local fair employment laws or regulations, or the Illinois Human Rights Act. The City of Collinsville assures Equal Employment Opportunity (EEO) in all of its employment practices including those pertaining to recruitment, hiring, placement, compensation, transfers, promotions, practices, evaluations, benefits, training, layoff recall, discipline, demotions, and terminations. These employment practices shall be administered in accordance with the law as set forth in ~~Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, Title I of the Americans with Disabilities Act of 1990, and the Equal Pay Act of 1963, as amended and any other applicable federal laws or the Illinois Human Rights Act, if that statute would provide the employee with greater benefits of protections than federal law. Employees are selected on the basis of their training, education, required certifications, experience, work history, and ability to meet the essential functions of the job under the Americans with Disabilities Act (ADA).~~ **all applicable laws and regulations.**

~~Complaint Procedures~~

~~Any employee who believes that he/she has been discriminated against~~ **Unlawful harassment in the workplace is also prohibited.** Harassment is any unwelcome conduct, whether verbal, graphic, or physical based on ~~their~~ **a person's protected characteristic, including, but not limited to, race, sex, pregnancy, pregnancy-related disability, national origin, religion, physical or mental disability, (or the perception of a physical or mental disability), disabilities,** age, marital status, veteran status, political affiliation, **sexual orientation (including gender identity), and any other characteristic protected by applicable law.** The City will not tolerate harassment of employees that interferes with an individual's work performance or creates a hostile, intimidating or offensive work environment.

No employee shall either explicitly or implicitly ridicule, mock, deride, or belittle any other employee or conduct himself/herself in a manner that has the purpose or effect of interfering with an employee's work performance or creating an intimidating, hostile, or offensive working environment. **Employees shall not make offensive or derogatory comments based upon sex, pregnancy, pregnancy-related disability, sexual orientation (including gender identity), race, religious practices, physical or mental disability, citizenship status, national origin, age, color, or any other characteristic protected by applicable law, either directly or indirectly, to**

another employee. Retaliation against an individual for reporting or complaining about acts of harassing conduct is also prohibited.

Under Illinois law, sexual harassment is any “unwelcome or repeated sexual advances or requests for sexual favors, and conduct of a sexual nature when (1) submission to such conduct is made, either explicitly or implicitly a term or condition of an individual’s employment, (2) submission to, or rejection of, such conduct is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of substantially interfering with an individual’s work performance or creating an intimidating, hostile, or offensive working environment”.

~~Sexual harassment can occur between men and women, or between members of the same sex. This behavior is unacceptable in the workplace itself and in other work-related settings such as meetings, hearings, and City-related or sponsored social events. In addition, sexual and other forms of unlawful harassment can occur in interactions between City employees and persons not employed by the City with whom employees must come into contact in connection with their employment. The City will take appropriate action to address harassment from those not employed by the City when such harassment occurs in connection with the employee’s performance of duties for the City.~~

~~Prohibited acts of sexual harassment can take a variety of forms ranging from subtle pressure for sexual activity or contact, to physical contact. At times, the offender may be unaware that his or her conduct is offensive or harassing to others. Sexual harassment may include, but is not limited to:~~

- ~~1. Persistent or repeated unwelcome flirting, pressure for dates, sexual comments, explicit sexual propositions;~~
- ~~2. Sexually suggestive jokes, gestures or sounds directed toward another, or sexually oriented or degrading comments about another person;~~
- ~~3. Foul or obscene language;~~
- ~~4. Physical contact such as patting, pinching, or brushing against another person’s body;~~

~~— Preferential treatment of an employee, or a promise of preferential treatment to an employee, in exchange for dates or sexual conduct; or the denial, or threat of denial, of employment, benefits, or advancement for refusal to consent to sexual advances; and~~

- ~~5. The open display or distribution of sexually oriented pictures, posters, calendars, printed jokes, or other material offensive to others; and~~
- ~~or any other basis prohibited by applicable federal, state, or local fair employment laws or regulations,———~~

~~If an employee believes he or she has been subjected to any form of unlawful discrimination and/or harassment, or if the employee believes he or she has been retaliated against for having voiced~~

~~concerns about harassment or made a complaint of harassment or discrimination, the employee should take the following steps:~~

- ~~1. Make a report of any suspected violation of the law this to the departmental supervisor, or to the next supervisor in the chain of command if the employee believes this to be a better alternative, or to any other supervisor or manager. The supervisor who receives the complaint may require a written report, and shall forward all information to the Human Resources Office. The report may be made initially either orally or in writing, but reports made orally must be reduced to writing before an investigation can be initiated and a resolution achieved.~~

~~When a complaint has been reduced to writing, the Human Resources Office shall, within seven (7) working days, meet with the complaining party to determine the nature of the complaint. If it is determined that a violation of the law does not exist, the The Human Resources Office will meet with the employee and with all necessary witnesses and will normally make a recommendation to the City Manager and conduct a proper investigation. NOTWITHSTANDING THE FOREGOING, THE EMPLOYEE MAY REPORT SUCH INCIDENTS TO ANY PERSON OCCUPYING A SUPERVISORY POSITION, INCLUDING, BUT NOT LIMITED TO THE CITY MANAGER.~~

~~Based upon the investigation and recommendation by the Human Resources Office, the, the City Manager review the underlying information and will make a recommendation to the City Council as to the appropriate action to take to resolve the issue, if any. All reporting, investigation, and action taken shall be kept confidential, to the extent legally allowable.~~

- ~~2. Note Council for its approval, or take any other action as is deemed appropriate. that, if any employee desires to report harassment and/or discrimination, the employee also has the option of contacting the Illinois Department of Human Rights at (217) 785-5100 or the Illinois Human Rights Commission at (217) 785-4350. Remedies available through the Human Rights Department and Human Rights Commission in case of a valid substantial complaint may include, but are not limited to: (a) cease and desists orders; (b) hiring, reinstatement, promotion, back pay and employee benefits, actual damages, attorney's fees and costs, compliance reports, posting notices of compliance notices, and loss of public contracts.~~

Finally, the City also makes reasonable accommodations for employees with disabilities. The City engages in the interactive process with employees who have disabilities to determine if there is a reasonable accommodation which, if granted, would allow the employee to perform the essential functions of the employee's job. ~~If a City employee has a disability (as defined in the Americans with Disabilities Act) and desires an accommodation, the employee should contact Human Resources. The matter will be discussed and may include the employee's supervisor and/or other managers as appropriate. The City will engage in the interactive process with the employee to determine if a disability exists and if a reasonable accommodation can be provided so that the employee can perform the essential functions of the employee's position, and that accommodation may include job restructuring, modification or duties, and/or a leave of absence. If a reasonable accommodation exists that would enable the employee to perform the essential functions of his position exists, it will be~~

~~granted. Employees should remember, however, that the accommodation granted will not in all cases be the particular accommodation desired by the employee.~~

~~This includes situations where an employee may need modified or light duty work due to an illness or injury, whether or not that illness or injury is job-related. If light duty or modified duty work represents a reasonable accommodation, the City will provide such work for the employee.~~

SECTION 2.2 RECRUITMENT AND SELECTION

The Civil Service Commission (CSC) is responsible for examination, appointment, and discharge of all civil service positions within the City of Collinsville, except as modified by a collective bargaining agreement, as permitted by law. The Board of Fire and Police Commissioners is responsible for examination, appointment, and discharge of all sworn police officer and firefighter positions within the City of Collinsville, except as modified by a collective bargaining agreement, as permitted by law. **Other City positions will be filled in accordance with applicable law. The City generally will post positions that become available.**

SECTION 2.3 NEPOTISM

~~It is the policy of the City that~~ Employment and personnel decisions shall not be made on the basis of nepotism, or under circumstances which reasonably create the appearance of nepotism, to the public.

- ~~1.~~ The City ~~will~~ discourages the hiring of more than one member of a family, or having more than one relative of the same family in its employ at any time. However, despite an apparent conflict with this policy, the best candidate for a position shall be hired as long as such employment does not conflict with paragraph 5 of this section.
- ~~2.~~**1.** A “relative” or “family member” shall mean husband, wife, children, father, mother, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandchild, grandfather, or grandmother.
- ~~3.~~**2.** “Employment” does not include uncompensated appointed service on City commissions, committees, boards, or volunteers.
- ~~4.~~**3.** This policy does not apply to employees whose hiring precedes the candidacy and election of a family member to the City Council. This policy also does not apply to existing instances of employees who were hired prior to the adoption of the personnel manual and have other family members employed by the City.
- ~~5.~~**4.** ~~Subject to paragraph 4,~~ The following employment practices shall be prohibited:

- a. Hiring relatives of elected City officials, Fire and Police Commission Board members, or the City Manager.
- b. Supervision of an employee by a family member who is also employed by the City **(with the exception of seasonal positions only in which a relative may supervise a relative.)**

SECTION 2.4 PHYSICAL EXAMINATIONS AND MEDICAL TESTS

~~As a condition of employment, applicants~~ After a conditional job offer has been made ~~shall, upon request,~~ **an applicant will** submit to a physical examination by a physician or physicians selected and paid for by the City. When the examination appointment is made, a copy of the job description shall be sent to the physician. Current employees will be required to submit to a physical examination when, in the City's judgment, job-related business necessity require such an examination. Included with the applicant's physical examination is a mandatory drug test in accordance with the City's Drug and Alcohol Policy.

Certain Fire Department and Public Works Department employees' physical examinations shall be subject to the Respiratory Protection guidelines as established by the Illinois Department of Labor. Employment with the City is contingent upon the satisfactory outcome of said examinations.

Additional physical examinations and/or medical tests may be required if the initial examination's findings dictate them. The initial physical examination and any additional physical examinations and/or medical tests shall be conducted by a physician or physicians designated by the City.

The City Manager and a Department Head (for their respective department) may require an employee to undergo a physical or psychological examination or medical test at any time when; ~~in the judgment of the City Manager and Department Head, such an examination or test may be necessary to determine the employee's fitness to perform the essential function of his/her position or other job-related business necessity otherwise requires it.~~ **job-related and consistent with business necessity.** All such examinations and tests shall be performed by a physician or physicians designated by the City, and at the City's expense. ~~Circumstances which may warrant a special physical or psychological examination or medical test shall include, but shall not be limited to the following:~~

- ~~1. Job applicants who have been offered a position with the City.~~
- ~~2. Inability to perform job-related duties because of a physical or mental problem or condition.~~
- ~~3. The transfer of an employee to a position that requires greater physical capabilities.~~

- ~~4. An employee's frequent and/or excessive use of sick time or disability benefits.~~
- ~~5. An employee who is observed to be working in an impaired state may be required to report immediately to a physician selected by the City for an examination and testing to determine the presence of alcohol and/or controlled substances. See "Reasonable Suspicion" in the "Drug and Alcohol Use" section of this Manual for further information.~~
- ~~6. An employee who has been involved in an abnormal number of on-the-job injuries or repeated recurrences of a disability or disabilities from a previous on-the-job injury.~~
- ~~7. An employee who is involved in a vehicular accident while on duty or while off duty in a City vehicle, whether on or off City premises, as deemed necessary by the respective Department Head.~~

SECTION 2.5 RESIDENCY REQUIREMENT

The City Manager ~~and department heads~~ must establish residency within the City limits within one year of appointment and maintain residency for the duration of ~~their~~ employment. ~~All other employees not covered by a collective bargaining agreement are not required to live within the City limits.~~

~~Whether or not within the City limits, all existing and future employees of the City shall be required to submit a home number and street location of their residence and shall further be obligated to notify the Human Resources Office of any change in their residency location. Upon written request by the employee and a showing of the need for personal safety, the Human Resources Office shall keep confidential the location of an employee's residence.~~

CHAPTER 3 EMPLOYEE CLASSIFICATION AND COMPENSATION

City of Collinsville Personnel Policy Manual

SECTION 3.1 EMPLOYMENT DEFINITIONS

All general administrative and procedural policies in the City of Collinsville Personnel Policy Manual apply to all employees of the City except as noted otherwise in the text. All benefit policies in the City of Collinsville Personnel Policy Manual apply to all full-time employees of the City except as noted otherwise in the text.

Appointee:

An employee who has been duly and officially placed in an appointed employment position by the Mayor, with the consent of the City Council. The City Manager, City Treasurer, City Clerk, Corporation Counsel, and City Attorney are appointed by the Mayor with the consent of the City Council.

The City Manager has the authority to appoint and remove all directors of departments as expressed in 65 ILCS 5/5-3-7 and those employees not subject to Civil Service Commission regulations.

Full-Time Employee:

An employee who is normally scheduled to work thirty (30) or more regularly scheduled hours per week and who is hired for a specific position, and who is not a temporary, seasonal, or part-time employee.

Part-Time Employee:

An employee who is employed in a position which normally **requires the performance of duty for less than thirty (30) hours per week and who is hired for a specific position, with no specific date upon which employment ends.**

Temporary Employee:

An employee who is hired for a specific position for a specific period of time, either on a full-time or part-time basis not to exceed ninety working days in a calendar year.

Seasonal Employee:

An employee who is hired for a specific job and/or for a specified period of time. A seasonal employee may be scheduled for twenty-nine (29) or fewer hours per week, typically for seasonal work not to exceed ninety working days in a calendar year.

Hourly Employee:

An employee who is paid by the hour. An hourly employee is generally paid overtime for hours worked in excess of forty (40) hours per work week. Such an employee receives a “wage”.

Salaried Employee:

An employee who is paid a set rate for each pay period. Such an employee receives a “salary”.

Exempt Employee:

An employee who is not entitled to overtime compensation for hours worked in excess of forty (40) hours in any given work week in accordance with the Federal Labor Standards Act (FLSA).

Non-Exempt Employee:

An employee who is entitled to compensation at the rate of one and one half (1.5) times his/her regular hourly pay for all hours worked in excess of forty (40) hours in any given work week (except as provided otherwise in this Manual). **Non-exempt employees are referred to herein as “hourly employees”.**

SECTION 3.2 COMPENSATION PLAN

The City of Collinsville Compensation Plan shall apply to all City employees, except those employees governed by a valid collective bargaining agreement or the City Manager. The City strives to assure internally equitable and externally competitive rates of pay to employees; to provide a means for planning and controlling direct payroll costs; to maintain efficient administrative procedures; and, to ensure compliance with applicable laws and regulations.

The purpose of the City’s compensation plan is to encourage the retention of well-qualified, dedicated employees and to insure the effective, efficient, and safe delivery of City services. The establishment of a competitive and fair compensation system, which enables employees to ~~move to the top of the salary and wage ranges on the basis of merit~~ **receive salary adjustments based on skill, ability, and contribution to the City’s success and service to our citizens**, along with quality group insurance and state retirement programs, is designed to encourage employees to make long-term commitments for employment with the City of Collinsville. ~~It is important to note that the ability to reach the top of the pay range is not guaranteed. Rather, it is dependent on the employee’s performance and dedication in his/her position. Merit evaluation will be the only factors in determining salary and wage movement from the lower mid-range to the top of the range in a graded position with the goal of promoting excellence in employment performance. Department management will accomplish this through the process of annual performance appraisals.~~ The City’s general intent is to budget adequate funding for the system so it may function as designed.

~~Temporary Work at a Higher Classification~~

~~Employees may also be temporarily reclassified and appropriately compensated for assuming the responsibilities of a higher level job on a temporary basis when deemed appropriate by the Department Head and the City Manager. An employee who is assigned the total responsibility of a job which has a higher pay grade and pay range for two weeks or more, shall be compensated at a rate commensurate with the minimum of the higher pay range, or ten percent (10%) above the employee’s base rate, whichever is greater. Under special~~

~~circumstances, employees assigned the total responsibilities of the job for less than two weeks, may be compensated at a higher rate of pay with approval of the City Manager~~

~~When it is known in advance that the regular Department Head will be off work for an extended period of time (such as a leave of absence for maternity or educational reasons), in which case an Acting Department Head may be appointed and compensated immediately, an appointed "Acting Department Head" shall be compensated no later than thirty (30) days after assuming the new duties, except:~~

~~When a job, which takes considerable time to learn, becomes vacant, the City Manager may elect to postpone the higher rate of compensation until it is evident that the replacement is fulfilling the full range of the duties of the position in a satisfactory manner.~~

~~The period of temporary reclassification shall not normally exceed six (6) months but may be extended up to a period of one (1) year with approval of the Department Head and the City Manager. The procedure for temporarily reclassifying an employee shall be as follows:~~

- ~~a. Each Department Head is responsible for making the request to the City Manager that an employee be temporarily assigned work in a higher classified job.~~
- ~~b. The Assistant City Manager shall determine the necessary increase to the employee's base rate of pay and recommend for approval of the City Manager, the appropriate temporary pay rate.~~
- ~~c. The Human Resources Office shall ensure the duration of temporary reclassification is clearly noted on the employee's personnel record.~~
- ~~d. Any normally scheduled pay increase that falls during the period of temporary reclassification is calculated using the employee's permanent pay rate, rather than the temporary rate. The rate adjustment to the employee's permanent pay rate shall take effect upon his/her return to his/her regular classification. The employee's temporary rate shall take into consideration the adjustment of the employee's permanent pay rate.~~

SECTION 3.3 PERFORMANCE APPRAISALS

A ~~formalized~~ program for evaluating the work performance of all employees in the City's service shall be maintained. The Human Resources Office, in cooperation with department heads, will administer a system of rating employee performance. The standards of performance recommended as a basis of such rating will have reference to the quality and quantity of work done, the manner in which the work is done, the conduct of employees and faithfulness to their duties and other characteristics which measure the value of the employee.

The purpose of these evaluations is to enable employees and supervisory personnel to work together to improve job performance and, therefore, the service provided to the citizens of the City. The job performance evaluation will be completed and rated by the evaluator. The employee will have the space provided and the right to comment on the rating. The employee,

as well as all individuals involved in the rating process, will be required to sign and date the form. ~~A copy will be provided for the employee and will be forwarded to the Human Resource Office. If an annual wage increase results from the performance evaluation, increases shall not go into affect if the Human Resources Office has not received a performance evaluation for the appropriate time period.~~ **The City will make efforts to schedule performance appraisals approximately annually.**

Performance evaluations may also be used in determining position status or dismissal; as a factor in determining order of layoff; as a basis for training, promotions, demotions, and transfers; and for such other purposes as may be set forth in this manual.

~~Each department shall prepare, on forms prescribed by the Human Resources Office, records of the performance of each employee. Job performance evaluations for all personnel, including sworn and non-sworn personnel, will be done periodically in a manner established by this manual or by department policy. The City Manager may make exceptions to the performance evaluation procedure where appropriate.~~

~~New employees will be given a six (6) month evaluation by their supervisor with no adjustment in pay. Each employee's performance will be appraised on an annual basis prior to the beginning of the next calendar year. The employee will be given an evaluation on an approved rating form designed to evaluate performance applicable to the type of position being rated. The Human Resources Office will determine how employees shall be classified for the purposes of evaluation forms.~~

SECTION 3.4 PROMOTIONS AND TRANSFERS

The City may promote or transfer from within the City's workforce ~~whenever practical and~~ when it is in the best interests of the City to do so. ~~Employees may prepare for and seek promotional and transfer opportunities. When practical, all positions are posted within City departments at the time of the external recruitment process.~~ Promotions of sworn police officers and firefighters are governed by statutes and rules governing the activities of the Board of Fire and Police Commission and promotion of employees who are subject to the jurisdiction of the Civil Service Commission shall be governed by statutes and rules governing the operation of that body. ~~Subject to the foregoing, Department Heads may promote or transfer eligible employees within their respective departments, except when the promotion creates an additional position, the Department Head shall first obtain approval by the City Manager and City Council.~~

All newly transferred or promoted personnel within the City shall be employed on an introductory status for a specific period (See "Probationary Period") from the date of transfer or promotion. When an employee transfers from one position to another position within the City, the transfer and rate of accumulation of vacation days, sick hours, and participation in a pension fund will be determined by the employee's initial date of full-time employment. Employees will not lose any accumulated benefits.

The City may change an employee or a group of employees from one job to another in the best interests of operating efficiency and meeting objectives. A transfer may take place within a

department or between departments. ~~An employee will not be transferred to a new or revised job unless the job has been analyzed, described via a formal job description, evaluated by the Human Resources Office, and approved in the City's budgeting procedure. When laterally transferred, an employee will not receive an adjustment in pay. The employee will retain his/her current pay rate. A lateral transfer occurs when an employee either 1) moves to a new department at the same base pay rate and classification, or 2) moves to a new department which has the same pay range as his/her old classification, or 3) moves within the same department to a new classification which has the same pay range as his/her old classification.~~

Employee Transfers:

~~An employee may be transferred to another department where such transfer shall not change the employee's pay, grade, or the date from which eligibility for consideration for a merit increase shall be counted.~~

Promoted employees:

~~When an employee is promoted to a position in a higher grade, the employee's salary will increase at least to the minimum salary of the new grade. If an employee is promoted to a position one grade higher, the increase will be at least the minimum salary of the new grade or the percentage difference between the old and new grades. If any employee is promoted to a position two or more grades higher, the increase will be at least the minimum or hiring salary of the new grade, or at least the percentage difference between the old and new grades, but not more than 10% percent more than the previous salary, without approval by the City Manager.~~

~~The timing of payment for the promotional increase shall be no later than the end of the first full pay period after the effective date of the promotion.~~

CHAPTER 4 EMPLOYMENT PRACTICES

City of Collinsville Personnel Policy Manual

SECTION 4.1 PROBATIONARY PERIOD

All newly hired and promoted employees shall be subject to a “probationary” period in order to provide time in which new and promoted employees may be observed to determine their work performance and to orient the employee to his/her work demands and surroundings. A newly hired or promoted employee’s evaluation shall be conducted at the end of his/her probationary period and based on the completion of the appropriate training for the position and satisfactory adaptation and performance in the position. At the end of the probationary period, the employee’s Supervisor shall complete a performance appraisal. ~~Upon successful completion of the probationary period, the employee shall attain full time or part time status. If the employee does not succeed in satisfactorily performing in the new or promoted position during the probationary period, he/she may be transferred to his/her previous position, terminated by the Department Head, with the concurrence of the City Manager, or at the Department Head’s discretion, the probationary period may be extended for an additional term (or portion thereof) for further review of the employee’s performance, not to exceed the length of the initial probationary period. The following probationary periods shall apply:~~ **The length of the probationary period will be explained to the employee at the time of hire or promotion. Unless otherwise provided by an applicable collective bargaining agreement or other contractual obligation, employment both during and after the probationary period is on an at-will basis.**

| DEPARTMENT | PROBATIONARY PERIOD |
|-------------------------------------|-------------------------|
| Administration & Finance | Six (6) Months |
| Community Development | Six (6) Months |
| Public Works | Six (6) Months |
| Police (Sworn) | Twelve (12) Months |
| Police (Non-sworn Personnel) | Six (6) Months |
| Fire (Sworn), EMT-P | Twelve (12) Months |
| Fire (Sworn), Needs to obtain EMT-P | Twenty Four (24) Months |

SECTION 4.2 EMPLOYEE PERSONNEL FILES

The City shall maintain an official personnel file on each employee, and each applicant for employment as prescribed by law, in the Human Resources Office. ~~A change of personal status may have an important effect upon employee benefits. Therefore, employees should notify the Human Resources Office immediately of any change in the following:~~

- ~~1. Legal name~~
- ~~2. Home address or telephone number~~

3. ~~Marital status—name of spouse, date of birth (date of marriage/divorce if after date of hire)~~
4. ~~Number, names, and date(s) of birth of dependents~~
5. ~~Name, address and telephone number of the person to be notified in case of emergency~~
6. ~~Change of beneficiary~~
7. ~~Military or draft status~~
8. ~~Exemptions on the W-4 tax form~~

An employee may inspect his/her own personnel file twice a year **in accordance with the Illinois Personnel Records Review Act.** ~~An employee wishing to inspect his/her personnel file should take the following steps: make an appointment with the Human Resources Department to review their file and the employee will be permitted to review that file in accordance with applicable Illinois State Law.~~

1. ~~Make an appointment to inspect the personnel file in the Human Resources Office.~~
2. ~~Every employee will normally be allowed to inspect his/her personnel file within seven (7) working days. If the City cannot reasonably meet this seven-day time period, it may request a seven-day extension.~~
3. ~~Every employee will be allowed to inspect his/her personnel file twice a year at the Human Resources Office at City Hall during normal working hours, unless other arrangements are agreed upon. No employee may remove his/her personnel file from the Human Resources Office files. Employees may request copies of documents in their file.~~
4. ~~The right of an employee or the employee's designated representative to inspect his/her personnel records does not apply to:~~
 - A. ~~Letters of reference for that employee.~~
 - B. ~~Any portion of a test document, except that the employee may see a cumulative total test score for either a section of, or the entire test document.~~
 - C. ~~Materials relating to the employer's staff planning, such as matters relating to the business' development, expansion, closing or operational goals, where the materials relate to or affect more than one employee, provided, however that this exception does not apply if such materials are, have been or are intended to be used by the employer in determining an individual employee's qualifications for employment, promotion, transfer, or additional compensation, or in determining an individual employee's discharge or discipline.~~
 - D. ~~Information of a personal nature about a person other than the employee if disclosure of the information would constitute a clearly unwarranted invasion of the other person's privacy.~~

~~E. Records relevant to any other pending claim between the City and employee which may be discovered in a judicial proceeding.~~

~~F. Investigatory or security records maintained by the City to investigate criminal conduct by an employee or other activity by the employee which could reasonably be expected to harm the City's property, operations, or business or could, by the employee's activity, cause the City financial liability, unless and until the City takes adverse personnel action based on information in such records.~~

~~If an employee disagrees with the information found in his/her file, removal or correction of the information may be agreed upon by his/her Supervisor, a representative of the Human Resources Office and the employee. If agreement cannot be reached regarding the removal or correction of the employee's file(s), the employee shall be permitted to submit a written statement explaining his/her position. The statement shall become a permanent part of the employee's personnel file and must accompany any transmittal or disclosure from that file to anyone else who is legally allowed to inspect the file.~~

Employee personnel files and their contents are confidential and will not be made available to anyone, other than the employee, ~~without written approval by the City Manager or the respective Department Head. Any request for inspection of personnel files, including the employee, the Department Head, and the City Manager shall be made in writing to the Human Resources Office. All permanent personnel files will be located in the Human Resources Office for purposes of confidentiality and official record~~Human Resources, and those individuals in City management who have a need to know the information contained therein. Additionally, when legally compelled to provide information in an employee personnel file, such as in response to a valid subpoena, the City will comply with its legal obligations.

SECTION 4.3 HOURS OF OPERATION AND WORK SCHEDULES

In general, the City of Collinsville workweek begins at 12:00 a.m. on ~~Sunday~~Saturday and ends at 11:59:59 p.m. on the following ~~Saturday~~Friday. The normal workweek is a consecutive seven (7) day period. The normal workday is eight (8) hours. Full-time employees are generally scheduled for forty (40) hours of work during the workweek.

~~All department offices shall remain open over the noon hour for the convenience of the public. The listed office hours apply primarily to work hours for full time office personnel. However, Police, Fire, and Public Works Departments' work schedules vary in accordance with service requirements as determined by the Department Head. The City Manager may, from time to time, amend the normal work schedule of each employment position within the City.~~

All City employees are expected to work the hours they are scheduled each week and to report for work promptly. Employees shall report promptly to their designated place of work at the designated starting time and shall devote their entire efforts during working hours to assigned duties. Excessive absenteeism, tardiness, or early departure may result in disciplinary action, up to and including immediate termination of employment.

| DEPARTMENT | HOURS OF OPERATION |
|------------|--------------------|
|------------|--------------------|

| | |
|----------------------|--------------------------------------|
| City Hall | 8:30 a.m. to 5:00 p.m. Monday-Friday |
| Shuttle Bus | 8:30 a.m. to 4:15 p.m. Monday-Friday |
| Fire | 24 hours, 7 days a week |
| Police | 24 hours, 7 days a week |
| Water and Wastewater | 7:00 a.m. to 3:30 p.m. Monday-Friday |
| Streets | 7:00 a.m. to 3:30 p.m. Monday-Friday |

SECTION 4.4 LUNCH AND BREAK PERIODS

Lunch and break periods may vary by department. Therefore, times and locations for lunch break periods shall be at the discretion of the Supervisor. Offices and departments that maintain services during meal periods shall allow regular full-time employees an unpaid meal period at a time scheduled by the Supervisor.

Employees may be required to stay on his/her work premises during the meal period as determined by his/her Supervisor.

~~SECTION 4.5 OUTSIDE EMPLOYMENT~~

~~Outside employment is any employment in addition to an employee's regular, full-time job with the City. No regular full-time City employee is permitted to engage in any outside employment without prior approval of his/her Department Head, as such employment may adversely affect his/her primary employment performance and/or create, or be perceived to create, a conflict of interest. An "Application for Outside Employment" may be obtained from the employee's Supervisor, the Human Resources Office, or the Human Resources website.~~

SECTION 4.65 OVERTIME/COMPENSATORY TIME

~~It is the policy of the City that all work be accomplished within the normal workday. When it is necessary to work beyond the normal workday, the employee's Supervisor must authorize all overtime. Overtime for employees in all City Departments is administered in compliance with the legislated requirements of the Fair Labor Standards Act (FLSA).~~

For ~~non-exempt~~ **hourly** employees, time and one-half (1.5) their regular hourly rate shall be paid for all overtime work (those in excess of forty (40) hours in a workweek) ~~with the exception of Sundays and allowable holidays. Allowable holidays shall be those approved and recognized by the City Council.~~ In general, overtime is considered work ~~beyond forty (40) hours in any~~ workweek.

~~In the case of exempt executive, administrative, and professional~~ **salaried** personnel, as defined by the Fair Labor Standards Act, it is implicit in the nature of their position that time beyond the normal work schedule may often necessarily be spent on the job. While some recognition of this additional work may be made by the City Manager, or respective Department Head, from time to time, it will be entirely at his/her discretion and not of a completely remunerative nature.

~~According to the FLSA, payments which are made for periods when the employee is not at work may be excluded from the regular rate of pay. The U.S. Department of Labor reports, "Payments which~~

~~are made for occasional periods when the employee is not at work due to vacation, holiday, illness, or other similar cause, where the payments are in amounts approximately equivalent to the employee's normal earnings for a similar period of time, are not made as compensation for his/her hours of employment. Therefore, such payments may be excluded from the regular rate of pay under section 7 (e) 2 of the Act and, for the same reason, no part of such payments may be credited toward overtime compensation due under the Act" (29 CFR 778.218). However, the City of Collinsville, as a benefit to its employees, does count approved paid leaves of absence such as absence due to a work-related injury, paid holiday, jury duty, paid vacation, or paid sick time as hours worked for the purpose of computing eligibility for overtime pay.~~

~~Non-exempt~~

Hourly employees may earn compensatory time in lieu of overtime pay. ~~For an employee to earn compensatory time, the employee must have worked at least forty (40) hours during the workweek (or the equivalent if the employee is on a schedule other than 40 hours per week). For each overtime occurrence, if an employee agrees to accumulate compensatory time instead of receiving overtime pay, he/she must receive consent to do so prior to accruing any compensatory time.~~

~~Upon completion of earning compensatory time, the employee must document the time earned on his/her time sheet and have the sheet signed by the appropriate supervisor, which is to be submitted on a bi-weekly basis with time sheets to the Finance Department.~~

Compensatory time earned is the same rate as overtime earned; time and one half. ~~The maximum number of hours of compensatory time that can be accumulated by an employee is eighty (80) hours. Compensatory time may be used at a minimum of one (1) hour increments and at a maximum of a two (2) work week increment (e.g., 80 hours for employees with a 40-hour workweek). Authorization of said time off must not unduly disrupt operations as determined by the authorizing supervisor. Employees must request, in writing, compensatory time leave at least one (1) week in advance of the requested time off.~~

~~Employees are required to utilize their accrued compensatory time by the end of the fiscal year in which the compensatory time was earned. However, employees shall have two months after the end of the fiscal year to use any compensatory time earned during the last two months of the fiscal year. In order to accommodate operations and budgetary concerns, Department Heads are authorized to make exceptions to the compensatory time policy as deemed necessary.~~

SECTION 4.76 PAYROLL PERIOD AND PAYDAY

The pay period for the City of Collinsville is for two weeks, beginning at 12:00 a.m. **SundaySaturday**, and ending on the second Saturday at 11:59:59 p.m. City of Collinsville employees are paid bi-weekly and payday is on the following Friday. Department Heads are responsible for the recording of time worked by department employees and submitting time cards and time sheets to the Finance Department by 12:00 p.m. on the Monday preceding designated paydays. Direct Deposit of payroll is required for all City employees. Employees desiring to participate in direct deposit should contact the Finance Department for the appropriate forms.

SECTION 4.87 PAYROLL DEDUCTIONS

When an employee is hired by the City, he/she must submit to the City the following information:

1. Social Security number
2. Documentation proving ~~U.S. citizenship or legal alien status~~ **authorization to legally work in the U.S.**
3. Information for pension deduction

Compulsory deductions currently include state and federal withholding, Medicare, Social Security and the Illinois Municipal Retirement Fund (for all employees working 1000 hours or more per year, except sworn Police personnel and Firefighters who contribute to their respective pension plans). The City also provides employees the opportunity to participate in several voluntary payroll deduction programs. ~~Optional deductions include, but may not be limited to, group health insurance, dental insurance, Cafeteria plans, NCPERS insurance plan, FICA, voluntary life insurance, deferred compensation plans, supplemental insurance plans, and others as approved by the City Manager.~~ Information on these programs may be obtained through the Human Resources Office. All changes in any employee's status or address must be reported to the Human Resources Office.

Complaint Procedure

~~If you have questions about deductions made from your weekly salary, please contact the Finance Department. If you believe that a deduction from your salary has been taken in error, please report that concern to your Supervisor and the Finance Department. Any mistaken salary deduction will be remedied promptly.~~

Anti-Retaliation

~~The City prohibits retaliation, in any form, against any employee who makes a complaint under this Policy or participates in the City's investigation of such a complaint. In the event that an investigation establishes that a payroll error has occurred, the City will reimburse the employee for any improper deductions and will take all appropriate corrective action to ensure that such deductions or conduct does not occur again.~~

SECTION 4.9 WAGE GARNISHMENT

~~If the City receives a wage garnishment notice on any employee, it will be processed for the next pay period in accordance with the law. Whenever the City is served with an order to withhold income from an employee, pursuant to any statute, the City may charge the applicable statutory administrative fee (processing fee for wage assignment, child support, withholding order, etc.) from the employee's income. All employees are expected to conduct their personal affairs so that the City will not have to perform as a collection agent. If the City is served with in excess of four (4) orders to withhold income from an employee, that employee may be subject to disciplinary action.~~

~~SECTION 4.10 — MODIFIED OR LIGHT DUTY~~

~~It is the policy of the City of Collinsville to provide suitable modified or light work for City employees who are temporarily unable to return to work due to injury, as long as meaningful and necessary work is available. This assignment will be consistent with the employee's skill and abilities and any medically necessary work restrictions. Nothing in this policy establishes a right to be placed on modified or light duty, or once placed to continue in such an assignment for any specified length of time. Modified or light duty assignments will not exceed 90 days for each injury or illness.~~

~~The Human Resources Office has the responsibility for the coordination and administration of this procedure. All requirements for modified or light duty assignments will be evaluated on a case-by-case basis with consideration given to the skills and abilities of the employee, the medical or physical restrictions, and the availability of work. The Human Resources Office shall make available to the employee's physician a copy of the employee's job description for the purpose of allowing the physician to determine any work restriction and/or limitations. The physician's statement releasing the employee for light duty shall include a description of the injury/illness, prognosis, work restrictions or limitations, the estimated length of time the employee may require work in a modified or light duty capacity and, if applicable, any follow-up treatment or therapy required.~~

~~Consideration for a modified or light duty assignment will be contingent upon the following:~~

- ~~1. The employee presenting a physician's statement that includes a complete description of the physical restrictions or limitations and releasing the employee for modified or light duty. A "Light Duty Form" can be found on the Human Resources Intranet page or in the Human Resources Office.~~
- ~~2. The City's ability to temporarily modify the employee's regular duty requirements to accommodate the restrictions or limitations, the estimated length of time the employee may require work in a modified or light duty capacity, and any follow-up treatment or therapy required.~~
- ~~3. The employee being otherwise qualified, as determined by the Human Resources Office, to perform such work.~~

~~The City may require periodic medical updates from the physician regarding the employee's ability to perform the duties of a temporarily modified or light duty assignment or to be released to return to full duty. The City may require an employee to submit to an examination with a physician chosen by the City at the City's expense. The City reserves the right, to discontinue a modified or light duty assignment at any time, including but not limited to the following reasons; light duty work no longer being available, operational requirements prohibiting the continuance of modified duty, or the employee's inability to satisfactorily perform the duties of the assignment. Additionally, if at any time it appears that the assignment is interfering with the full recovery of the employee or is a threat to the safety and well-being of~~

~~the employee, co-workers, or the public, the City shall temporarily discontinue the assignment until an evaluation can be obtained regarding the employee's ability to continue.~~

~~The following procedure shall be used when an employee is requesting light duty:~~

- ~~1. The employee must present to his or her Supervisor a written statement or completed "Light Duty Form" from his or her physician. The Supervisor will immediately send the written statement to Human Resources Office. The statement should contain:~~
 - ~~a. Length of time that the employee is to remain on restricted duty.~~
 - ~~b. Exact nature of the work that the employee can and cannot perform. This should include specific duties and weight limitations, if applicable.~~
 - ~~c. Date of the next scheduled re-examination to determine any change in the employee's physical status.~~

~~— The above mentioned information must be provided in writing after each examination. The physician's office may also fax statements to the Human Resources Office.~~

- ~~2. The Human Resources Office will discuss with the supervisor if the potential exists for a modification to the employee's regular duty assignment to accommodate the restrictions or limitations as stated by the physician. The temporary light duty assignment shall be made in close consultation with the Department Head, Division Manager, or designated Supervisor of the employee's work unit, the employee's physician, and the employee.~~
- ~~3. Should the Human Resources Office, the Supervisor, and/or Department Head agree that a modification is not possible within the employee's department; the Human Resources Office will seek the availability of light duty work throughout the City.~~
- ~~4. Having determined either that the employee's regular duty assignment can be reasonably modified to accommodate the restrictions or limitations or that an appropriate light duty assignment is available, the immediate Supervisor will contact the employee and inform them of the work assignment. The Supervisor will also contact the Human Resources Office to advise them of the final decision regarding modified or light duty work for the employee in order that personnel records may reflect a change in job duties~~
- ~~5. If, while on light duty assignment, the employee needs to be absent for related medical treatment or doctor's appointment, the employee must bring a written statement from the treating physician / facility. This statement should inform the City if there is any change in the employee's condition that would impact the light duty assignment. The statement should be forwarded to the Human~~

- ~~6. If, at any time during the modified or light duty assignment, the employee receives a full duty medical release from the physician, he/she shall immediately send the written statement to their supervisor and the Human Resources Office so that arrangements can be made for reassignment to regular (full) duty.~~

~~Employees who are working outside their normal job classification shall be paid at the rate of pay established by their normal job classification; such pay is chargeable to the department in which the employee is normally compensated. Should a modified or light duty assignment not be available to an employee, the employee may utilize accrued leave or excused leave without pay and may be subject to the rules of the Family and Medical Leave Act. Should the absence be due to an on the job injury the employee may be eligible for workers compensation (See Workers Compensation Insurance). Nothing in this policy shall be interpreted to require the City to create modified or light duty assignments for an employee. Employees will only be assigned to light duty assignments when the City determines that the need exists.~~

CHAPTER 5

EMPLOYEE CONDUCT AND DISCIPLINARY PROCEDURES

City of Collinsville Personnel Policy Manual

SECTION 5.1 EMPLOYEE CODE OF ETHICS

In accordance with the State Employees and Officials Act, 5 ILCS 430/1-1 et seq., (hereinafter referred to as the “Act”) as though the terms of said Act were expressly applicable to the City and City Ordinance No. 3598, the City of Collinsville shall regulate the solicitation and acceptance of gifts and political activities by any elected or appointed official or any employee and shall enforce those prohibitions in a manner substantially in accordance with the requirements of the Act. All service in the City shall be performed in an impartial manner, free of personal and political considerations. All employees of the City of Collinsville are expected to conform to this Code of Ethics. The following activities are prohibited during an employees’ compensated time, **other than during paid vacation or sick time, personal or compensatory time off.**

PROHIBITED POLITICAL ACTIVITY:

1. Preparing for, organizing, or participating in any political meeting, political rally, political demonstration, or other political event.
2. Soliciting contributions, including but not limited to the purchase of, selling, distributing, receiving payment for tickets for any political fundraiser, political meeting, or other political event.
3. Soliciting, planning the solicitation of, or preparing any document or report regarding anything of value intended as a campaign contribution.
4. Planning, conducting, or participating in a public opinion poll in connection with a campaign for elective office or on behalf of a political organization for political purposes. This does not include answering a public opinion poll.
5. Surveying or gathering information from potential or actual voters in an election to determine probable vote outcome in connection with a campaign for elective purposes or for or against any referendum question.
6. Assisting the polls on Election Day on behalf of any political organization or candidate for elective office or for or against any referendum question.
7. Soliciting votes on behalf of a candidate for elective office or a political organization or for or against any referendum question or helping in an effort to get voters to the polls.

8. Initiating for circulation, preparing, circulating, reviewing, or filing any petition on behalf of a candidate for elective office or for or against any referendum question.
9. Making contributions on behalf of any candidate for elective office in that capacity or in connection with a campaign for elective office.
10. Preparing or reviewing responses to candidate questionnaires in connection with a campaign for elective office or on behalf of a political organization for political purposes.
11. Distributing, preparing for distribution, or mailing campaign literature, campaign signs, or other campaign material on behalf of any candidate for elective office or for or against any referendum question.
12. Campaigning for any elective office or for or against any referendum question.
13. Managing or working on a campaign for elective office or for or against any referendum question.
14. Serving as a delegate, alternate, or proxy to a political party convention
15. Participation in any recount or challenge to the outcome of any election, except to the **extent that under subsection (d) of Section 6 of Article IV of the Illinois Constitution each house of the General Assembly shall judge the elections, returns, and qualifications of its members.**
~~— extent that under subsection (d) of Section 6 of Article IV of the Illinois Constitution~~
~~— each house of the General Assembly shall judge the elections, returns, and qualifications~~
~~— of its members.~~
16. No employee shall intentionally perform any prohibited political activity during any compensated time **other than during paid vacation or sick time, personal or compensatory time off.** No employee shall intentionally use any property or resources of the City of Collinsville in connection with any prohibited political activity.
17. At no time shall any employee intentionally require any other employee to perform any prohibited political activity (a) as part of that employee's duties, (b) as a condition of employment, or (c) during any compensated time off such as holidays or vacation.
18. No employee shall be required at any time to participate in any prohibited political activity in consideration for that employee being awarded any additional compensation or any benefit, whether in the form of a salary adjustment, bonus, compensatory time off, continued employment or otherwise, not shall any employee be awarded additional compensation or any benefit in consideration for his/her participation in any prohibited political activity.

19. Nothing in this section prohibits activities that are permissible for an employee to engage in as a part of his/her official duties, or activities that are undertaken by an employee on a voluntary basis which are not prohibited by this ordinance.

GIFT BAN:

~~Except as otherwise provided in this Article (5 ILCS 430/10-10), no officer or employee shall intentionally solicit or accept any gift from any prohibited source. This ban applies to and includes~~**help avoid** ~~the spouse~~**appearance** ~~of and immediate family living with the officer or employee. All~~**impropriety or undue influence**~~, City employees and City Departments are prohibited from accepting~~**generally should not accept money**~~, gifts, gratuities, or related donations from any person, vendors, businesses, or entities with whom they may come in contact within~~**or anything of value from anyone in** ~~the course of their official duties that might be reasonably inferred to be for the purpose of influencing the employee in the normal exercise of his or her duties.~~

EXCEPTIONS:

- ~~1. Opportunities, benefits, and services that are available on the same conditions as for general public.~~
- ~~2. Anything for which the officer or employee pays the market value.~~
- ~~3. Any contribution that is lawfully made under the Election Code or under this Act or activities associated with a fundraising event in support of a political organization or candidate.~~
- ~~4. Educational materials and missions~~
- ~~5. Travel expenses for a meeting to discuss City business.~~
- ~~6. A gift from a relative, meaning those people related to the individual as father, mother, son, daughter, brother, sister, uncle, aunt, great aunt, great uncle, first cousin, nephew, niece, husband, wife, grandfather, grandmother, grandson, granddaughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, and including the grandfather and grandmother of the individual's spouse and the individual's fiancé or fiancée.~~
- ~~7. Anything provided by an individual on the basis of a personal friendship unless the officer or employee has a reason to believe that, under the circumstances, the gift was provided because of the official position or employment of the officer or employee and not because of the personal friendship.~~
- ~~In determining whether the gift is provided on the basis of personal friendship, the officer or employee shall consider the circumstances under which the gift was offered, such as:~~

- ~~a. the history of the relationship between the individual giving the gift and the recipient of the gift, including previous exchange of~~**with the City. Exceptions include gifts between those individuals.**
- ~~b. whether to the actual knowledge of the officer or employee the individual who~~
gave the gift personally paid for the gift or sought a tax deduction or business reimbursement for the gift
- ~~c. whether to the actual knowledge of the officer or employee the individual who~~
gave the gift also at the same time gave the same or similar gifts to other officers or **from co-workers for birthdays and holidays. In addition, City employees:**
- ~~8. Food or refreshment not exceeding \$75 per person in~~ **may accept items of nominal value on a single calendar day;**
~~provided that the~~**from other such as tickets to sporting events,** food or refreshments are consumed on the premises from which they were purchased or prepared or catered.
- ~~9. Food, refreshments, lodging, transportation, and other benefits resulting from the outside business or employment activities (or outside activities that are not connected to the duties of the officer or employee as an office holder or employee) of the officer or employee, or the spouse or the officer or employee, if the benefits have not been offered or enhanced because of the official position or employment of the officer or employee, and are customarily provided to others in similar circumstances.~~
- ~~10. Intra governmental and inter governmental gifts. For the purpose of this Act, "intra governmental gift" means any gift given to an officer or employee of the City from another officer or employee of the City; and "inter governmental gift" means any gift given to an officer or employee of the City, by an officer or employee of another governmental entity.~~
- ~~11. Bequests, inheritances, and other transfers at death.~~
- ~~12. Any item or items from any one prohibited source during the calendar year having a cumulative total~~**items, meals that are part of a business meeting, gift baskets at holiday time and similar items of nominal value of less than \$100..**

5.2 STANDARDS OF CONDUCT

Employees of the City of Collinsville are ~~expected to remember that they are its~~ representatives **of the City.** ~~City of Collinsville employees~~ **and** are expected to always conduct themselves in a manner which is a credit to the City. ~~As a public institution, the ultimate employers are the citizens of Collinsville.~~

~~All employees should keep in mind that they are public relations officers of the City and have an important part to play in developing and maintaining good public relations. All residents and co-workers shall be treated with fairness, courtesy, and respect. All employees are expected to maintain high standards of conduct, cooperation, efficiency, pride, productivity, and economy of public funds in their work for the City. Employees are also expected to display a proper regard for the welfare and rights of citizens and other employees.~~

~~When employees fail to meet the standards of performance or violate the reasonable rules of conduct, they may be dismissed, demoted, suspended, reprimanded, or otherwise disciplined as the circumstances warrant. An employee may be subject to disciplinary action for improper or inappropriate conduct, including, but not limited to, violations of work rules and general rules and regulations, unacceptable behavior, misconduct, poor performance, or unacceptable attendance.~~

~~In addition to other guidelines outlined in this Manual, administrative procedures, relevant rules, regulations, general orders, standard operating procedures and directives of the various departments, the City has established certain minimum standards of conduct. Some of the causes~~**types of behavior or conduct** ~~for which discipline which employees should~~**shall** ~~be familiar with~~**issued** ~~are listed below. Violations of such rules will subject the employee to disciplinary action, ranging from an oral reprimand to immediate termination of employment, as deemed appropriate by the Department Head and the City Manager. The following~~**are** ~~illustrations of offenses listed are by way of example and are not intended to be all-inclusive; rather, the illustrations provide a general guide for determining unacceptable behavior. These rules do not limit the right of the City to discipline or terminate an employee for any reason not prohibited by law. The City may revise or change these rules, as it deems necessary without prior notice.~~

- ~~1. Engaging in fighting, horseplay, or reckless conduct on City premises or while on City business.~~
- ~~2. Physically abusing, intimidating, offending, or coercing through verbal threats any resident, citizen, municipal official, fellow employee, or member of the general public. Using vile, intemperate, offensive, or abusive language, or acting in a disrespectful manner to any resident, citizen, municipal official, fellow employee, or any member of the general public.~~
- ~~3. Falsification or alteration of time sheets, personnel records, employment applications, attendance, or any other municipal records or documents.~~

- ~~4. Providing false information or information the employee should have known to be false, to any City official or representative during an investigation of a City or employment-related incident.~~
- ~~5. Refusing to cooperate with the City during an investigation of a City or employment-related incident.~~
- ~~6. Removing from City premises, being in the unauthorized possession of, or using for personal or any other inappropriate use, any City vehicle, equipment, supplies, tools, materials, or property, or the vehicle, equipment, supplies, tools, or property of a resident, citizen, municipal official, or fellow employee.~~
- ~~7. Destroying, damaging, defacing, abusing, wasting, or misusing City property, equipment, supplies, or materials, or the property, equipment, supplies, or materials of a resident, citizen, municipal official, or fellow employee.~~
- ~~8. Creating or contributing to an unsafe condition on City premises or failing to adhere to safe operating practices including the use of personal protective equipment.~~
- ~~9. Careless or unsafe use of City vehicles and equipment which results in injury to a person or damage to City or private property.~~
- ~~10. Failure to report any injury or accident.~~
- ~~11. Insubordination or refusal of a direct work order or assignment (whether written or oral) or other breach of discipline. Insubordination is defined as failure or deliberate refusal to obey an order given by a Supervisor.~~
- ~~12. Leaving the assigned place of work during work hours when not authorized to do so.~~
- ~~13. Selling, distributing, using, consuming, being in possession of, or being under the influence of **having in your system** alcohol, unprescribed drugs, illegally **narcotic medication not** prescribed drugs **for you**, or illegal drugs, while on City premises, while conducting City business, while operating City equipment, or while in the performance of any other assigned duties.~~
- ~~14. After an Employee Assistance Program (EAP) referral has been made, selling, distributing, using, consuming, being in possession of, or being under the influence of alcohol, unprescribed drugs, illegally prescribed drugs, or illegal drugs while on City premises, while conducting City business, while operating City equipment, or while in the performance of any other assigned duties, or exhibiting behavior that indicates a problem exists with such drugs or alcohol.~~
- ~~15. Revealing confidential City information without proper authorization.~~

- ~~16. Being absent for three (3) consecutive days without proper notification to the City (this is considered a voluntary resignation). Excessive, unreported, or unexcused absences from work, including abuse of sick leave privileges.~~
- ~~17. Violation of the City's weapons policy.~~
- ~~18. The City of Collinsville prohibits, forbids and does not tolerate weapons on City property, or during any City related business or activity. Weapons include visible and concealed weapons; including those for which the owner has necessary permits. Weapons may include, but are not limited to, firearms, knives with blades longer than four (4) inches, explosive materials or any other objects that could be used to harass, intimidate or injure another individual, employee, or volunteer. This rule does not apply to sworn police officers carrying weapons pursuant to Police Department policy.~~
- ~~19. Violating the Equal Employment Opportunity, Sexual Harassment, or Americans with Disabilities Act policies.~~
- ~~20. Sleeping, loitering, or wasting time on duty.~~
- ~~21. Engaging in outside employment during duty hours or during sick leave.~~
- ~~22. Engaging in outside employment which creates or can be perceived to create a conflict of interest.~~
- ~~23. Suspension or revocation of the employee's vehicle driver's license when the license is a condition of employment.~~
- ~~24. Any conduct that threatens to breach the duty of care by the City to its residents or to the community.~~
- ~~25. Incompetent, inefficient, negligent, or unsatisfactory performance of assigned work.~~
- ~~26. Disruptive attitude or abusive language which is detrimental to the service, programs, and operations of the City. This shall include but not limited to, disparaging comments made on social networks, blogs and forums.~~
- ~~27. Excessive tardiness or early departures from work.~~
- ~~28. Allowing the political affiliation of the employee or of a resident or member of the general public to affect or in any other way influence whether a resident or member of the general public receives City services, or allowing the political affiliation of the employee or of a resident or member of the general public to affect or in any other way influence the type or quality of City services available or provided to a resident or member of the general public.~~

- ~~29. Any act which endangers the safety, health, or well being of an employee or citizen, or which is of sufficient magnitude that the consequences cause or act to cause disruption of work or discredit the City.~~
- ~~30. Unauthorized soliciting~~**Soliciting during working time or in work areas**, collecting, distributing, or selling materials between employees, residents, or the general public during **working time or in** work time on City property**areas**. Work time does not include lunch periods or other periods when employees are not expected to be actively working. Limited requests on behalf of other employees (sickness, retirement, resignation, birthday, or other events of personal significance) are allowed.
- ~~31. Theft from the City or fellow workers.~~
- ~~Smoking in unauthorized areas.~~
- ~~32. Violation of any of the provisions of the Employee Code of Ethics as listed in Employee Code of Ethic section of this chapter.~~
- ~~33. Being found guilty of misconduct or impropriety of similar seriousness to those items listed above.~~

SECTION 9.5 UNIFORM AND CLOTHING ALLOWANCE

Uniforms, uniform allowance, or clothing allowance may be furnished to certain City employees. Such uniforms must be kept clean, neat, and in good condition, and must be worn while performing duties for the City.

SECTION 5.34 ~~CUSTOMER SERVICE STANDARDS~~ MEDIA RELATIONS

The ~~following Collinsville Customer Service Standards have been established as a guide for~~ City ~~strives to anticipate and manage crisis situations in order to reduce disruption to our~~ employees and ~~as a reminder that the spirit in which~~ citizens we ~~discharge our duties is just as~~ important as the work itself. ~~Never lose sight of the fact that we are here to serve and attend to~~ maintain our reputation and overall standing in the community. To best achieve these objectives, the City will respond to the ~~needs of our customers, whoever they may be.~~

- ~~1. First impressions impact every subsequent interaction, be aware of your body language and tone of voice from the first moment of customer contact.~~
- ~~2. Everyone we come into contact with throughout our workday should be considered a customer, this includes our fellow employees.~~
- ~~3. When you encounter fellow employees during your workday, greet them with a smile, wave, or friendly greeting.~~
- ~~4. Smile and give a friendly greeting when speaking to a customer.~~
- ~~5. When answering the phone, use proper phone etiquette. Give a friendly greeting when you answer the phone (Good morning, Good Afternoon, etc.); state the name of your department;~~news media in a timely and give your name every time you answer the phone.
6. Always present a professional appearance in adherence with the guidelines in the personnel manual and/or your department's uniform guidelines**manner only through designated spokespersons.**
- ~~7. If a customer must wait to speak to you either at a service counter or out in the field, always acknowledge the customer and indicate how long they will need to wait before you can give them your attention.~~
- ~~8. Respond to all phone messages, e-mails, and inquiries within one business day.~~
- ~~9. While we cannot always do what every customer wants, we can always treat them with fairness and respect.~~
- ~~10. Listen carefully to a customer's concerns and/or questions. Always try to put yourself in the place of the person you are working with and make your best effort to fully understand the request or comment.~~

- ~~11. Always try to instill calm before attempting to provide a resolution to a situation. Only terminate a discussion or meeting without agreement if someone is being abusive. Always remain professional in heated situations.~~
- ~~12. It is always best to provide an immediate response to a customer's question so long as it is practical and can be accomplished safely.~~
- ~~13. When an immediate response is not possible, always provide a realistic expectation of when a follow-up response from a person knowledgeable of their situation can be expected.~~
- ~~14. Always follow up when promised or make contact with the customer and explain the delay.~~
- ~~15. When appropriate, offer suggestions as to how a similar problem for a customer could be avoided in the future.~~
- ~~16. Be aware of the City organization, if you cannot help a customer, know who can.~~
- ~~17. It is the responsibility of every employee to understand their department's procedures so that every customer can be assisted promptly.~~
- ~~18. Be open to seeking creative solutions to solve problems and be willing to change current practices to improve service delivery.~~
- ~~19. Ensure that your words and actions are supportive of all City departments in every interaction, whether internal or external. We are all on the same team.~~
- ~~20. Remember that the way you treat customers reflects on every other City employee, the City government, and the community as a whole.~~

SECTION 5.4 MEDIA RELATIONS

The City will respond to the news media in a timely and professional manner only through designated spokespersons.

~~—— The Mayor and members of the City Council shall be the primary spokespersons of the City on all official actions of the City. If they are not readily available, the City Manager or his/her authorized designee shall be the primary spokesperson on all official matters of the City.~~

~~However, in order to provide for the practical need for reasonable accessibility to staff and dissemination of information, the City Manager's designated representative(s) and Department Heads, or their respective designees, may also furnish information to the media, consistent with their knowledge of the subject at hand and ability to act as a spokesperson for the City.~~

~~Prudence should be followed in making statements to the media, and respecting protocol within the organization. Any comments on proposed changes to established policy or procedures must be stated as a recommendation. Comments to the media or general public on decisions made by the City Council should be factual in nature when speaking as an employee of the City.~~

~~In order to prevent misinformation, or inappropriate information from being distributed to the media, other employees should not speak for the City regarding City business with members of the media without knowledge of their Supervisor.~~

~~All news releases shall be approved by the City Manager or Department Head prior to being released.~~

SECTION 5.45 ~~ANTI~~-HARASSMENT

~~The City of Collinsville is committed to maintaining a healthy work environment that is free of discrimination. In keeping with this commitment, the City will not tolerate harassment of City employees by anyone.~~

~~A. Harassment in the Workplace~~

~~Harassment consists of unwelcome conduct, whether verbal, physical, or visual that is based upon a person's protected status, such as sex, race, religious practices, physical or mental disability, citizenship status, national origin, age, color, the use of lawful products off premises during non working hours (tobacco, alcohol, non prescription drugs), active military duty status, or unfavorable discharge from military status. The City will not tolerate harassing conduct that interferes with an individual's work performance, or that creates an intimidating, hostile, or offensive working environment.~~

No employee shall either explicitly or implicitly ridicule, mock, deride, or belittle any other employee or conduct himself/herself in a manner that has the purpose or effect of interfering with an employee's work performance or creating an intimidating, hostile, or offensive working environment. ~~Employees shall not make offensive or derogatory comments based upon sex, race, religious practices, physical or mental disability, citizenship status, national origin, age, color, the use of lawful products off premises during non working hours (tobacco, alcohol, non prescription drugs), active military duty status, or unfavorable discharge from military status, either directly or indirectly, to another employee. Retaliation against an individual for reporting or complaining about acts of harassing conduct is also a form of harassment and therefore prohibited. All such examples of harassment are prohibited forms of discrimination under state and federal employment law and are considered misconduct subject to disciplinary action by the City of Collinsville.~~

B. Sexual Harassment

~~Under Illinois law, sexual harassment is any “unwelcome or repeated sexual advances, requests for sexual favors, and other physical, verbal, or visual conduct based on acts of a sexual nature constitutes sexual harassment when (1) submission to the conduct is made, either explicitly or implicitly a term or condition of an individual’s employment, (2) submission to, or rejection of, such conduct is used as the basis for employment decisions affecting such individual, or (3) the conduct has the purpose of, or effect of, unreasonably interfering with an individual’s work performance or creating an intimidating, hostile, or offensive working environment”.~~

~~Sexual harassment can occur between men and women, or between members of the same sex. This behavior is unacceptable in the workplace itself and in other work-related settings such as meetings, hearings, and City-related or sponsored social events.~~

~~The sexual harassment policy is adopted for the following purposes:~~

~~A.) All employees regardless of gender have the right to be treated with dignity.~~

~~B.) The City intends that the work environment for all employees respects and values each individual~~

~~C.) Sexual harassment will not be permitted or condoned. All employees should refrain from conduct which may be construed or perceived as sexual harassment.~~

~~D.) Each victim of sexual harassment has the right to file a complaint with the City which will be promptly investigated and, where appropriate, disciplinary action taken.~~

~~Incidents believed by any employee to constitute sexual harassment should be orally reported to the departmental supervisor, to the next supervisor in the chain of command if the alleged harassment involves the departmental supervisor, or to another same gender supervisor if preferred. The supervisor who receives the complaint may require a written report, and shall otherwise investigate the charges made. The supervisor shall attempt to resolve the complaint, recommend remedial action, and shall make a report of the complaint and/or resolution to the City Manager.~~ NOTWITHSTANDING THE FOREGOING, THE EMPLOYEE MAY REPORT SUCH INCIDENTS TO ANY PERSON OCCUPYING A SUPERVISORY POSITION, INCLUDING, BUT NOT LIMITED TO THE CITY MANAGER.

~~The City Manager will, based upon the report, supplemented by such investigation as he/she shall deem appropriate: Attempt to resolve the complaint by mediation or recommend remedial action, and make a report to the City Council.~~ All reporting, investigation, and action taken shall be kept confidential, to the extent legally allowable.

Prohibited acts of sexual harassment can take a variety of forms ranging from subtle pressure for sexual activity or contact, to physical contact. At times, the offender may be unaware that

his or her conduct is offensive or harassing to others. Sexual harassment may include, but is not limited to:

- ~~6.~~ **1.** Persistent or repeated unwelcome flirting, pressure for dates, sexual comments, explicit sexual propositions;
- ~~7.~~**1.** **2.** Sexually suggestive jokes, gestures or sounds directed toward another, or sexually oriented or degrading comments about another person;
- ~~8.~~ **3.** Foul or obscene language;
- ~~9.~~ **4.** Physical contact such as patting, pinching, or brushing against another person's body;
- ~~10.~~**5.** Preferential treatment of an employee, or a promise of preferential treatment to an employee, in exchange for dates or sexual conduct; or the denial, or threat of denial, of employment, benefits, or advancement for refusal to consent to sexual advances;
- ~~11.~~ **6.** The open display or distribution of sexually-oriented pictures, posters, calendars, printed jokes, or other material offensive to others; and
- ~~12. Retaliation against an individual for reporting or complaining about sexually harassing conduct.~~

~~The City's policy is to investigate all harassment complaints thoroughly and promptly. Every effort will be made to keep all matters related to the investigation and various reports confidential. In the event of a lawsuit, however, the City advises that those records maintained by the City and any records maintained by the complainant may not be considered privileged from disclosure. If an investigation confirms that harassment has occurred, the City will take appropriate corrective action, including discipline, up to and including immediate termination of employment.~~

SECTION 5.6.5.5 ATTENDANCE

Excessive absenteeism, tardiness, or early departure may result in disciplinary action, up to and including immediate termination of employment. ~~“Excessive” shall be defined as those absences occurring more than two (2) times per month (i.e., two consecutive days absent from work would be considered as one (1) occurrence). Employees that will be late for, or absent from, work must notify their Supervisor within one (1) hour of their normal start time. Failure to give such notice of tardiness or absenteeism shall constitute grounds for result in disciplinary action, up to and including discharge. During a scheduled workday, absence from the employee's place of work must have prior approval of the Supervisor. Habitual lateness/tardiness shall be a cause for result in disciplinary action, up to and including discharge.~~

~~If an employee is absent for three (3) or more work days without notifying his/her Supervisor and securing approval for the absence, the employee will be considered to have abandoned his/her job and will be terminated automatically. **voluntarily resigned.** Employees must report an absence from work on the first day of the absence, unless physically impossible, to his/her Supervisor or Department Head. Failure to report absences is cause for **will result in** termination.~~

SECTION 5.76 HEALTH AND SAFETY PROGRAM

The City of Collinsville provides a safe and healthy environment in which our employees, residents, visitors and customers can carry out their business.

~~The City of Collinsville is committed to providing and maintaining a healthy and safe environment for its employees in their work. All employees share an obligation to observe not only City safety rules, but also the standards of the Occupational Safety and Health Act (OSHA) as adopted by the Illinois Department of Labor and other related legislated standards. Failure to observe safety standards may result in disciplinary action. **Therefore, the City maintains a safety and health program. Check with your supervisor to determine what specific safety and health rules or programs apply to your department/position. In addition, any employee who observes a safety hazard in their work environment must report this to the employee's supervisor or to City Manager immediately. No reprisals or retaliation will take place for an employee reporting a legitimate safety hazard or concern.**~~

~~—The objectives of the City's employee Health and Safety Program are to prevent injury to employees, prevent damage to City and private property, and prevent lost time accidents, which reduce employee productivity. The result of these objectives will contribute directly to better employee relations, greater productivity, and improved housekeeping. To accomplish these objectives, the following guidelines and responsibilities have been set forth:~~

Safety Responsibilities:

- ~~1. **Assistant City Manager:** The Assistant City Manager serving as Risk Management Coordinator shall work with the City's insurance representatives to coordinate the City's risk management program and conduct monthly Safety meetings with Departments.~~
- ~~2. **Department Heads:** Each Department Head is directly responsible for the safe operation of his/her respective department. Although employee exposure to safety hazards varies widely among the various City departments, the Department Head shall make a genuine attempt to provide a clean, safe, and healthy work environment for all employees. Other responsibilities include:~~
 - ~~A. Ensure the City's Health and Safety Program is applied within his/her department.~~
 - ~~B. Personally, review all accidents to ensure that accident causes are being investigated and proper corrective action is being taken. This includes the~~

~~Department Head reviewing and signing all "Supervisor's Accident Investigation Reports".~~

~~C. When new operations, tools, equipment, or materials are introduced within the department, the Department Head shall see that all safety precautions are followed for their safe use.~~

~~D. Ensure all employees are familiar with the City's Safety Handbook:~~

~~E. Appoint a representative to the City Safety Committee.~~

~~3. **Division Heads/Leaders and Supervisors:** A Division Head / Leader or Supervisor is responsible for the enforcement of safety policies that apply to his/her area of operation. In order to ensure the safety of each employee, as well as the effective operation of the department, the Division Head/Leader or Supervisor shall:~~

~~A. Become familiar with his/her department's safety responsibilities in regard to those policies.~~

~~B. Train all employees within his/her responsibility thoroughly, informing them of the hazards of the job, and the necessary safety precautions that should be taken to minimize and avoid those hazards.~~

~~C. Promptly investigate and report all accidents, and see that all injuries are treated in a proper manner. The Division Head / Supervisor is responsible for completing the "Supervisors Accident Investigation Report" within twenty four (24) hours of an employee accident or injury, or by the end of the next business day, and then reviewing the report with his/her Department Head.~~

~~D. The Department Head or Supervisor shall make a genuine attempt to ensure that all tools, equipment, and protective devices are properly maintained and properly utilized.~~

~~E. Provide regular observation and evaluation of working conditions and related procedures, inclusive of conducting safety inspections and surveys of all work areas and operations as necessary to:~~

~~1. eliminate unsafe conditions;~~

~~2. improve general housekeeping; and~~

~~3. encourage safe work practices.~~

~~F. Actively promote activities and initiatives of the Safety Committee.~~

~~4. **City Employees:** All City employees have an individual responsibility for the prevention of accidents, and are required to develop and exercise safe work habits in order to prevent~~

~~injuries to themselves and their fellow employees. Every employee is responsible for compliance with the safety procedures outlined in the City of Collinsville Safety Handbook and all other applicable department directives concerning safety. Other employee responsibilities include:~~

~~A. Report all accidents and injuries immediately to his/her Supervisor, regardless of severity. If injured, obtain medical treatment.~~

~~B. Keep work areas clean and orderly at all times, and, if required, wear protective equipment when working.~~

~~C. Use only the designated equipment for the job and use it properly. Failure to abide by this rule will subject the employee to discipline, up to and including discharge.~~

~~D. Only operate equipment for which the employee has received proper training.~~

~~E. Promptly report any unsafe practices or conditions observed to the employee's immediate Supervisor.~~

~~F. Follow proper instructions and policies when conducting a specific job. If any doubt exists concerning the safety of performing a job, STOP and get proper instructions from the Supervisor before continuing work.~~

~~G. Cooperate with and take an active part in the activities of the Safety Committee.~~

Safety Education

~~Department Heads, or their respective designee(s), shall introduce new employees to their Department's Safety Program during his/her orientation. The new employee shall be responsible for becoming acquainted with the Program and the contents of the City's Safety Handbook, the importance of safety, and will be informed that they are expected to perform their job with safety in mind.~~

~~All employees shall receive instruction from their Supervisor in the proper operational procedures of their respective department, in conjunction with safety rules and policies.~~

~~Continual Program follow-up shall occur at safety committee meetings, Supervisor-employee daily interaction, attendance at appropriate safety-related programs, and publication of safety literature and statistics. Follow-up shall be utilized to ensure continued interest in safety and safety-related education.~~

Safety Inspections

~~Each department shall conduct quarterly safety inspections on its facilities and operations.~~

Safety Incentive Program

~~The Safety Incentive Program was designed to reward employees for safe work practices and to increase morale within departments. The award is to reward departments who have not had a lost time accident or incurred more than \$250 in damage to any equipment, property, or vehicles during the past quarter. Safety incentives are awarded each quarter, with the exception of City Hall and the Shuttle Bus Department, which is awarded every six (6) months.~~

SECTION 5.8 EMPLOYEE INJURY AND ACCIDENT REPORTING PROCEDURES

Employee Accident/Injury Reporting

~~An employee who has an accident or is injured on the job is responsible for the following:~~

- ~~1. Report the accident and/or injury to his/her Supervisor immediately, even if the incident does not warrant medical treatment. This is important because the longer an injury goes untreated, the greater the chance the injury will get worse. Employees may be subject to discipline if injuries are not reported immediately.~~
- ~~2. The Human Resources Office can refer the employee to a local clinic or the employee's doctor of choice.~~
- ~~3. Adhere to any drug or alcohol testing requirements.~~

Supervisor Accident/Injury Reporting

- ~~1. Fill out the "Supervisor's Accident/Incident Investigation" form which can be found on the Human Resources Intranet site or in the Human Resources Office.~~
- ~~2. Turn in the completed form to the Human Resources Office within one business day of the accident so that Form 45: "First Report of Injury" can be sent to the City's insurance carrier.~~
- ~~3. If the investigation will take longer than one business day, inform the Human Resources Office of the accident/incident and that the reports will be forthcoming.~~
- ~~4. Ensure that the employee complies with this policy. If the employee attempts to give you a physician's statement or medical bill, do not accept it, but instead send it to the Human Resources Office.~~
- ~~5. Turn in all medical bills and physician's statements to the Human Resources Office within three business days of receiving them. Instruct physician to send all medical bills directly to the Human Resources Office, not to the employee's home or Department.~~
- ~~6. Doctor's reports on the status of the employee's injury/illness should be sent by the doctor directly to the Human Resources Office; not to the individual Department or Supervisor.~~

Human Resources Accident/Injury Reporting

- ~~1. Forward appropriate paper work to the Illinois Workers' Compensation Commission and the City's insurance carrier and/or third party administrator.~~

~~2. Notify the employee if the injury will be covered under worker's compensation.~~

~~3. Keep the Department Head and Supervisor informed of the employee's condition on a regular and on-going basis.~~

~~Work with the employee's Supervisor to determine if modified duty is available for the employee (see Modified Duty section of Chapter 4).~~

SECTION 5.98 WORKPLACE VIOLENCE PREVENTION

The City of Collinsville is concerned with, and committed to, employee safety and health. Violence in the workplace is an unacceptable practice. Department Heads and Supervisors will make every effort to prevent violent incidents from occurring by recommending practices and procedures for employees to follow through its Health and Safety Program.

All employees shall adhere to work practices that are designed to make the workplace secure, and to minimize verbal threats or physical actions which create a security hazard for others in the workplace.

~~Department Heads shall be responsible for the following in their respective departments:~~

- ~~1. The assessment of employee and public vulnerability to workplace violence in City facilities, and recommend preventive action.~~
- ~~2. The audit of violence prevention practices, and procedures.~~
- ~~3. Recommendations for the training and education in violence prevention and plans for responding to acts of violence.~~
- ~~4. The review of reports of incidents of violence in the workplace. Safety committee members shall analyze and review existing records, identifying patterns that may indicate causes and severity of assault incidents, and recommend changes necessary to correct these hazards. These records include OSHA 300 logs, past incident reports, police reports, accident investigations, training records and other related records.~~

~~Shall also work with Supervisors and Safety Committee members to determine the presence of hazards, conditions, operations, and other situations which might place workers at risk of occupational assault incidents. Training related to workplace violence for all employees, including Department Heads, Division Heads/Leaders, and Supervisors shall be provided through the Human Resources Office.~~

~~Training related to workplace violence for all employees, including Department Heads, Division Heads / Leaders, and Supervisors shall be provided through the Human Resources Office. Workplace violence training shall include, but not be limited to a review and definition of workplace violence; an explanation / description of the City's workplace violence practices and procedures; instructions on how to report all incidents, including threats and verbal abuse; methods of recognizing and responding to signs of potential violence and to workplace security hazards (such as unlit parking lots, unknown loiterers, etc); a review of measures that have been instituted to prevent workplace violence (including use of security equipment and procedures, methods of diffusing hostile or threatening situations, and ways of summoning assistance in emergency or hostage situations); and a description of post incident procedures (including medical follow up, the availability of counseling and referral, and proper reporting procedures).~~

~~Employees shall report all incidents of workplace violence to their Supervisor, whether or not physical injury has occurred. The City of Collinsville will not discriminate against victims of workplace violence. All employees, including Supervisors and Department Heads are responsible for using safe work practices, for following all directives, policies and procedures, and for assisting in maintaining a safe and secure work environment. Management is responsible for ensuring that all safety and health policies and procedures involving workplace security are clearly communicated to, and understood by, all employees.~~

~~All incidents and threats of workplace violence shall be reported in writing by the Supervisor within twenty-four (24) hours of their occurrence. Each report shall be evaluated by the City Manager who shall, make recommendations on revising practices and/or procedures to prevent similar occurrences. The City shall maintain an accurate record of all workplace violence incidents in the Human Resources Office. The City of Collinsville will seek aggressive prosecution of any and all acts of workplace violence which constitute offense(s) of the Criminal Code in the Illinois Compiled Statutes.~~

SECTION 5.89 WEAPONS IN THE WORKPLACE

The City of Collinsville prohibits, forbids and does not tolerate weapons on City property, or during any City-related business or activity. Weapons include visible and concealed weapons; including those for which the owner has necessary permits. Weapons may include, but are not limited to, firearms, knives with blades longer than four (4) inches, explosive materials or any other objects that could be used to harass intimidate or injure another individual, employee, or volunteer. This **rule policy** does not apply to sworn police officers carrying weapons pursuant to Police Department policy. ~~Additionally, while this policy prohibits any sort of City buildings and property, an employee with a valid Illinois Firearm Conceal Carry permit may have his concealed in his own vehicle in a parking area and may store the firearm or ammunition concealed in a case within a locked vehicle or locked container out of plain view within the vehicle in the parking area.~~

SECTION 5.910 SMOKING IN THE WORKPLACE

In accordance with Illinois law, the City prohibits the smoking of any tobacco product throughout its facilities and also within 15 feet of any door, window, or ventilation opening. This includes both traditional cigar and cigarette products as well as e-cigarettes. Employees are prohibited from using e-cigarettes or any form of tobacco product inside City building or City-owned vehicles.

~~All incidents and threats of workplace violence shall be reported in writing by the Supervisor within twenty-four (24) hours of their occurrence. Each report shall be evaluated by the City Manager who shall, make recommendations on revising practices and/or procedures to prevent similar occurrences.~~

~~The City shall maintain an accurate record of all workplace violence incidents in the Human Resources Office. Any on duty injury that requires more than first aid is a lost time injury, that requires modified duty, or that causes loss of consciousness will be recorded on the OSHA 300~~

~~log, and shall be reported on the City's standard job injury reporting forms. Doctors' reports and Supervisors' reports of each incident shall be kept with worker's compensation files in the Human Resources Office. Incidents of verbal abuse or aggressive behavior which may be threatening to the employee, but not resulting in injury, shall also be kept on file in the Human Resources Office.~~

SECTION 5.1011 DRUG AND ALCOHOL USE

The City reserves the right to require any employee to submit to testing for the presence of illegal drugs and/or alcohol when the City has a reasonable suspicion that the employee has illegal drugs and/or alcohol in their system and after a job-related accident or injury. Tests for the presence of illegal drugs (but not alcohol) also may be conducted at any other time in the City's sole discretion.

Employees who are covered by Department of Transportation Drug and Alcohol Testing regulations are covered by a separate drug and alcohol-testing program that is consistent with the applicable Department of Transportation regulations.

Nothing contained herein alters the City's policy of encouraging an employee with a drug and/or alcohol problem to seek and receive treatment for the condition before it results in a situation where discipline is to be imposed. An employee cannot avoid discipline by requesting such assistance after he/she has violated this policy.

~~The City of Collinsville recognizes that drug abuse is a serious problem in the workplace and one for which there is no easy solution. It affects an employee's physical and mental health capabilities, thus inhibiting the employee from functioning productively on the job. From a safety perspective, an employee under the influence of drugs while at work may impair the well-being of other employees, the public at large, and may cause damage to City property.~~

~~Consistent with the Illinois Drug Free Workplace Act, it is the policy of the City of Collinsville to maintain a drug-free workplace. The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, cannabis or alcohol is prohibited while on City premises or while performing work for the City. Any employee violating such prohibition shall be subject to disciplinary action up to and including discharge.~~

~~The City's commitment to a drug-free workplace includes the following:~~

- ~~1. Employees are expected and required to report to work on time in an appropriate mental and physical condition to perform their job duties.~~
- ~~2. Employees found to be illegally using, making, or transferring a controlled substance, cannabis, or alcohol while on the job will be subject to legal and disciplinary consequences. Additionally, the City may require an employee to participate in drug assistance or rehabilitation program which has been approved by the City.~~

~~3. Employee's needing assistance in dealing with such problems are encouraged to seek counseling. Conscientious and voluntary efforts to seek such help will not jeopardize any employee's job nor will it be noted in any personnel record. However, referral to any assistance program in no way exempts an employee from discipline for violating this policy or for otherwise less than acceptable job performance.~~

~~4. Under Illinois law and as a condition for continued employment with the City of Collinsville, each employee is required to inform the City of any conviction he/she receives under a criminal drug statute for violations occurring in the workplace or assigned worksite. A written report of such conviction must be made and submitted to the City within 5 days after the conviction. A conviction means a finding of guilt or the imposition of a sentence by a judge or jury in any Federal or state court.~~

~~5. Within 10 days after receiving notice that an employee has been convicted of violating a criminal drug statute, the City is required to report the fact to any government agency with which the City has a contract.~~

~~**Pre-Duty Regarding Alcohol:** Employees are prohibited from consuming alcohol for four (4) hours before going on duty or before operating a commercial motor vehicle. This regulation is in conformance with Federal Highway Administration rules and applies to all scheduled shifts and callout situations. If an employee cannot meet this requirement, it is his/her responsibility to advise their Supervisor, or person initiating the callout, that they cannot report to work.~~

~~Reasonable suspicion is a belief may be based on objective facts sufficient to lead a reasonable person to suspect that an employee has used drugs or alcohol so that the employee's ability to perform the functions of the job safely is reduced. For example, any of the following, alone or in combination, may constitute reasonable suspicion:~~

- ~~1. Slurred factors such as slurred speech~~
- ~~2. Irregular, irregular or unusual speech patterns~~
- ~~3. Impaired, impaired judgment~~
- ~~4. Alcohol, alcohol odor on the employee's breath~~
- ~~5. Uncoordinated walking or movement~~
- ~~6. Unusual or irregular, lack of coordination, unusual behavior such as inattentiveness, listlessness, aggression, hyperactivity, hostility or aggressiveness etc.~~

SECTION 5.11 USE OF CITY EQUIPMENT

City-owned vehicles, equipment, tools, supplies, keys, and other such apparatus are provided by the City to enable employees to perform the duties and tasks required of them in a professional, efficient, and effective manner. Unauthorized and/or private use of City-owned property is prohibited except when such services are available to the general public. Violations of this section may result in disciplinary action, discharge, legal action, and/or criminal liability.

~~Use of City-owned equipment shall be in conformance with the following standards:~~

Section 5.11.1 ~~Cellular Telephones~~ Mobile Equipment and Related Services

The use of mobile phones, tablets, and similar devices, and related communication services by City employees in the course of their work is common. The City of Collinsville often provides these devices to employees to improve communication, productivity and work efficiency. City policies generally require City property to be used only for City business use. However, this policy recognizes that a portion of the use of Equipment/Services may be for non-business use, such as personal phone calls or emails.

As Internet service is a nearly ubiquitous household utility, similar to basic telephone service and electricity, the City does not provide reimbursement for home Internet connectivity. Employees who are required to have home Internet service to fulfill job requirements and for whom purchasing the service is a significant financial hardship may request an exception to this policy. Exceptions must be approved by the City Manager based on business necessity and demonstrated financial hardship.

~~Cellular telephones may be provided to employees of the City for the purpose of completing their duties in a professional and efficient manner. As such, cellular telephones may be used for official use only and may only be used for minimal personal use. Employees are responsible for the care and maintenance of cellular telephones assigned to them. Any damaged, malfunctioning, or lost cellular telephones must be reported to the employee's Supervisor immediately in order that the necessary repairs or replacement may be made in accordance with established administrative procedures. Employees are responsible for damage or loss of City-owned cellular telephones and if found to be negligent, may face disciplinary action. Employees are also required to comply with state and local regulations relative to the use of cellular telephones while driving a vehicle. No employee may view or send an e-mail or text message while operating a City-owned vehicle or while operating any vehicle while on City business.~~

Section 5.11.2 Computer Equipment and Telecommunications System

The City maintains for the benefit of its employees and their authorized agents, an extensive system of computer and telecommunication resources. City employees, officials, their agents, and all other authorized users are expected to use such equipment and resources in an efficient, effective, ethical, and lawful manner for legitimate and authorized City business. Users should not have an

expectation of privacy in anything they create, store, send, or receive on the City's computer or telecommunications system.

The City has the right, but not the duty, to monitor any and all aspects of its computer system, including, but not limited to, monitoring sites visited by users on the Internet, monitoring chat groups and news groups, reviewing material downloaded or uploaded by employees, and reviewing electronic mail sent and received by users.

Under no circumstances is an employee of the City of Collinsville authorized to engage in any activity that is illegal under local, state, federal or international law while utilizing the City of Collinsville owned resources.

~~The City maintains for the benefit of its employees and their authorized agents, an extensive system of computer and telecommunication resources. City employees, officials, their agents, and all other authorized users are expected to use such equipment and resources in an efficient, effective, ethical, and lawful manner for legitimate and authorized City business. Users should not have an expectation of privacy in anything they create, store, send, or receive on the City's computer or telecommunications system.~~

~~The City's computer and telecommunication resources include, but are not limited to, host computers, file servers, application servers, mail servers, fax servers, communications servers, workstations, standalone computers, laptops, software, and internal or external computer and communication networks (including Electronic Data Interchange networks, Internet, commercial online services, bulletin board systems, and electronic mail (email) systems) that are accessed directly or indirectly from the City's computer facilities.~~

~~The City has the right, but not the duty, to monitor any and all aspects of its computer system, including, but not limited to, monitoring sites visited by users on the Internet, monitoring chat groups and news groups, reviewing material downloaded or uploaded by employees, and reviewing electronic mail sent and received by users. Department Heads shall have the authority to request in writing that the Department of Operations implement such monitoring activity for specific users and/or work stations and to provide related monitoring reports to the requesting Department Head.~~

~~The term "user" refers to all employees, officials, independent contractors, and other persons or entities authorized to access or use the City's computer and telecommunications system. Department Heads shall immediately notify the Department of Operations when an employee, who has had computer access, is leaving employment with the City.~~

~~Users are governed by the following provisions regarding the general use and procedures for computer and telecommunications resources and services:~~

~~A. General Use and Ownership~~

~~While the City of Collinsville desires to provide a reasonable level of privacy, users should be aware that the data they create on the City's systems remains the property of the City of Collinsville. Because of the need to protect the City of Collinsville's network, management cannot guarantee the confidentiality of information stored on any network device belonging to the City of Collinsville.~~

~~Employees are responsible for exercising good judgment regarding the reasonableness of personal use. For security and network maintenance purposes, authorized individuals within the City of Collinsville may monitor equipment, systems and network traffic at any time, per the City of Collinsville's Audit Policy.~~

~~The City of Collinsville reserves the right to audit networks and systems on a periodic basis to ensure compliance with this policy.~~

~~B. Security and Proprietary Information~~

- ~~1. The user interface for information contained on Intranet/Extranet related systems is classified. Employees should take all necessary steps to prevent unauthorized access to this information.~~
- ~~2. Employees must keep passwords secure and should not share accounts. Authorized users are responsible for the security of their passwords and accounts. System level passwords should be changed quarterly; user level passwords should be changed every six months.~~
- ~~3. All PCs, laptops and workstations should be secured with a password-protected screensaver with the automatic activation feature set at 10 minutes or less, or by logging off (control alt delete for Win XP users) when the host will be unattended.~~
- ~~4. Use encryption of information in compliance with the Acceptable Encryption Use Policy.~~
- ~~5. Postings by employees from a City of Collinsville email address to newsgroups should contain a disclaimer stating that the opinions expressed are strictly their own and not necessarily those of the City of Collinsville unless posting is in the course of business duties.~~
- ~~6. All hosts used by the employee that are connected to the City of Collinsville Internet/Intranet/Extranet, whether owned by the employee or the City of Collinsville, shall be continually executing approved virus-scanning software with a current virus database unless overridden by departmental or group policy.~~
- ~~7. Employees must use extreme caution when opening e-mail attachments received from unknown senders, which may contain viruses, e-mail bombs, or Trojan horse codes. If any incoming email is questionable, please seek the advice of the IT Coordinator.~~
- ~~8. Specific users may have access to social networks.~~

~~C. Unacceptable Use~~

~~The following activities are, in general, prohibited. Employees may be exempt from these restrictions during the course of their legitimate job responsibilities. Under no circumstances is an employee of the City of Collinsville authorized to engage in any activity that is illegal under local, state, federal or international law while utilizing the City of Collinsville owned resources.~~

~~The lists below are by no means exhaustive, but attempt to provide a framework for activities which fall into the category of unacceptable use.~~

~~System, Network and Internet Activities~~

~~The following activities are strictly prohibited, with no exceptions:~~

- ~~1. Any sites that could be considered or construed in any light as illegal, sexist, racist, inappropriate, unprofessional or otherwise offensive~~**violation of City policy** ~~should not be accessed by means of the City of Collinsville's computers.~~
- ~~2. Users of the City of Collinsville's computer and telecommunications system components are responsible for their good operation condition and as such, willful destruction to said components is prohibited.~~
- ~~3. Violations of the rights of any person or company protected by copyright, trade secret, patent or other intellectual property, or similar laws or regulations including, but not limited, the installation or distribution of "pirated" or other software products that are not appropriately licensed for use by the City of Collinsville is prohibited.~~
- ~~4. Unauthorized copying of copyrighted materials including, but not limited to, digitization and distribution of photographs from magazines, books or other copyrighted sources, copyrighted music, and the installation of any copyrighted software for which the City of Collinsville or the end user does not have an active license for is prohibited.~~
- ~~5. Use of the City of Collinsville's computers, computer equipment, and/or telecommunication system for unethical or unlawful purposes is strictly prohibited.~~
- ~~6. Fraudulent, harassing, embarrassing, sexually explicit, obscene, intimidating, defamatory, other otherwise offensive, unlawful, or inappropriate material may not be transmitted, downloaded, uploaded, or stored via the City's computer equipment and/or telecommunications system is prohibited. Such material may not be sent or received through electronic mail, Internet relay chat, bulletin boards, or newsgroups.~~
- ~~7. Using the City of Collinsville's computing asset to actively engage in procuring or transmitting material that is in violation of sexual harassment or hostile workplace laws in the user's local jurisdiction is prohibited.~~
- ~~8. Exporting software, technical information, encryption software or technology, in violation of international or regional export control laws, is~~

- ~~illegal. The Department of Operations should be consulted prior to export of any material that is in question.~~
- ~~9. Introduction of malicious programs into the network or server (e.g., viruses, worms, Trojan horses, e-mail bombs, etc.) is prohibited.~~
 - ~~10. User must scan all downloaded files and material stored on floppy disks or other magnetic or optical medium for viruses before being placed onto the City of Collinsville's computer and telecommunications system. Any virus outbreak shall be reported to the Department of Operations immediately.~~
 - ~~11. Users may not use their own software or devices without authorization from the Director of Operations.~~
 - ~~12. Streaming audio or video (e.g., Internet radio, YouTube, Hulu, etc.) consumes much needed network bandwidth and is prohibited. An acceptable use would include, but not be limited to, City related webinars or presentations.~~
 - ~~13. Users, other than authorized technology personnel, shall not install, configure, change or reconfigure any system settings without authorization by the Director of Operations.~~
 - ~~14. Resources of any kind for which there is a fee must not be accessed or downloaded without prior approval of the Director of Operations.~~
 - ~~15. Revealing your account password to others or allowing use of your account by others is prohibited. This includes family and other household members when work is being done at home.~~
 - ~~16. Making fraudulent offers of products, items, or services originating from any City of Collinsville account is prohibited.~~
 - ~~17. Making statements about warranty, expressly or implied, unless it is a part of normal job duties is prohibited.~~
 - ~~18. Effecting security breaches or disruptions of network communication is prohibited. Security breaches include, but are not limited to, accessing data of which the employee is not an intended recipient or logging into a server or account that the employee is not expressly authorized to access, unless these duties are within the scope of regular duties. For purposes of this section, "disruption" includes, but is not limited to, network sniffing, pinged floods, packet spoofing, denial of service, and forged routing information for malicious purposes.~~
 - ~~19. Port scanning or security scanning is expressly prohibited unless prior notification to the network administrator (IT Coordinator) is made.~~
 - ~~20. Executing any form of network monitoring which will intercept data not intended for the employee's host is prohibited, unless this activity is a part of the employee's normal job/duty.~~
 - ~~21. Circumventing user authentication or security of any host, network or account is prohibited.~~
 - ~~22. Interfering with or denying service to any user other than the employee's host is prohibited.~~
 - ~~23. Using any program/script/command, or sending messages of any kind, with the intent to interfere with, or disable, a user's terminal session, via any means, locally or via the Internet/Intranet/Extranet is prohibited.~~

- ~~24. Providing information about, or lists of, City employees to parties outside the City of Collinsville is prohibited.~~

~~Email and Communications Activities~~

- ~~1. The Internet, electronic mail, and the City's Intranet must be treated as formal communication tools. Therefore, each individual user is responsible for complying with this and all other relative City policies when using the City of Collinsville's resources for accessing the Internet and/or sending or receiving electronic mail.~~
- ~~2. Electronic mail messages and the transfer of information via the Internet or Intranet are not secure. Content of all communications via the Internet or Intranet should be accurate. Users must use the same care in drafting electronic mail and other electronic documents as they would for any written communication.~~
- ~~3. While established primarily for business use, it is recognized that employees' email accounts, on occasion, may be used for personal mail, similar to telephone usage. Because of this potential dual use, employees should keep in mind that anything sent, attached to, or received as an email, whether internally or externally, can be seized by the courts and used in defense of or against the City of Collinsville in legal proceedings. For this reason, anything that could be considered or construed, in any light as illegal, sexist, racist, inappropriate, unprofessional, unethical, or otherwise offensive should not be found anywhere on City of Collinsville email. If an employee is concerned that email received is not suitable or may be questionable in regard to the City's email policy, the employee should delete it immediately from his/her "Inbox" and/or "Sent Items".~~
- ~~4. Messenger chats (e.g. Yahoo Messenger, MSN Chat, etc.) acceptable use would include, but not be limited to, City related webinars or presentations.~~
- ~~5. Sending unsolicited email messages, including the sending of "junk mail" or other advertising material, to individuals who did not specifically request such material is considered email spam and is prohibited.~~
- ~~6. Any form of harassment via email, telephone or paging, whether through language, frequency, or size of messages is prohibited.~~
- ~~7. The City of Collinsville has invested in an internal email system which is used for day to day operations. Employees are not allowed to access any email system other than the one provided by the City. (Examples of unapproved emails include AOL, Yahoo, Hotmail, Gmail, etc.)~~
- ~~8. Unauthorized use, or forging, of email header information is prohibited.~~
- ~~9. Solicitation of email for any other email address, other than that of the poster's account, with the intent to harass or to collect replies is prohibited.~~
- ~~10. Creating or forwarding "chain letters", "Ponzi", or other "pyramid" schemes of any type is prohibited.~~
- ~~11. Use of unsolicited email originating from within the City of Collinsville's networks of other Internet/Intranet/Extranet service providers on behalf of,~~

~~or to advertise, any service hosted by the City of Collinsville or connected via the City of Collinsville's network is prohibited.~~

- ~~12. Posting the same or similar non-business-related messages to large number of Usenet newsgroups is prohibited.~~
- ~~13. Mass emailing of advertising information for non-City related events is prohibited.~~

Social Networks/Blogging/Forums

~~Access to Social Networks/Blogging/Forums by employees, whether using the City of Collinsville's property and systems or personal computer systems utilizing the City of Collinsville's networks, is also subject to the terms and restrictions set forth in this Policy.~~

- ~~1. Limited and occasional use of the City of Collinsville's systems to engage in personal Social Networks/Blogging/Forums is not acceptable. An acceptable use would be that of gaining help or support for a City project or research through a user forum or blog. **acceptable.**~~
- ~~2. Employees are prohibited from revealing any City confidential or proprietary information, trade secrets or any other material when engaged in blogging or forums for a City project or research.~~
- ~~3. Employees shall not engage in any blogging that may harm or tarnish the image, reputation and/or goodwill of the City of Collinsville and/or its employees. Employees are also prohibited from making any discriminatory, disparaging, defamatory or harassing comments when blogging/forums or otherwise engaging in any conduct prohibited by the City of Collinsville's Equal Employment Opportunity policy.~~
- ~~4. Employees may not attribute personal statements, opinions or beliefs to the City of Collinsville when engaged in blogging/forums. Employees assume any and all risk associated with blogging/forums.~~
- ~~5. Apart from following all laws pertaining to the handling and disclosure of copyrighted or export controlled materials, the City of Collinsville's logos and any other intellectual property may also not be used in connection with any blogging/forum activity unless allowed by the Director of Operations.~~

D. Enforcement

~~Any employee found to have violated this policy may be subject to disciplinary action, up to and including termination of employment.~~

E. Minimum Specifications

~~In the interest of remaining compatible with the public and vendors, the City of Collinsville is primarily a "Microsoft" organization and will strive to use hardware and software that maintains an ease of interoperability between all existing and new systems. With this goal in mind, minimum configuration for all new computer purchase, both desktop and laptop, shall be in conformance with the minimum software and hardware standards.~~

Section 5.11.3 Credit Cards

Credit cards may be provided to employees of the City for the purpose of completing their duties in a professional and efficient manner. As such, credit cards may be used for official use only and may not be used for personal use or for purchasing alcoholic beverages. Unauthorized or private use of City-owned credit cards is prohibited. ~~Corresponding receipts shall be attached to the expense credit card statement before processing. Any lost credit cards must be reported to the Finance Director immediately in order that the necessary replacement may be~~

~~made in accordance with established administrative procedures. Employees are responsible for the use of authorized and assigned City owned credit cards and if found to be negligent in their use may be required to face disciplinary action. Authorized users are also responsible for destroying expired credit cards appropriately. Authorized users shall be required to adhere to the Purchasing Card Policy and sign an agreement to adhere to the terms of the policy.~~
Violation of this policy may result in disciplinary action, up to and including discharge.

Section 5.11.4 Keys

City employees may use only the keys which they have been authorized to use. ~~City keys shall not be provided to persons outside the employment of the City without approval from the employee's Supervisor. The loss of keys must be reported to the appropriate Supervisor immediately. Department Heads are responsible for the control and assignment of keys within their respective departments and facilities. Upon termination of employment, City keys are to be returned to the appropriate Supervisor.~~
Section 5.11.5 Pagers

~~Pagers may be provided to employees of the City for the purpose of completing their duties in a professional and efficient manner. Employees are responsible for the care and maintenance of assigned pagers. Any lost or malfunctioning pagers must be reported to the employee's Supervisor immediately in order that the necessary replacement or repair may be made in accordance with established administrative procedures. Employees are responsible for the damage or loss of City owned pagers and if found to be negligent, may be required to face disciplinary action.~~

~~Section 5.11.6~~ Section 5.11.5 Tools and Supplies

~~City employees are provided tools and supplies for the purpose of completing their duties in a professional and efficient manner. Such tools and supplies are issued to employees for official use only and may not be used for personal use. Unauthorized or private use of City owned property is prohibited except when such services are available to the general public. Employees are responsible for the care and conservation of City tools and supplies. Any damaged, malfunctioning, or lost items must be reported to the employee's Supervisor immediately in order that the necessary repairs may be made in accordance with established administrative procedures. Employees are responsible for damage or loss of City property and if found to be negligent, may be required to replace the item and/or face disciplinary action.~~

Section 5.11.76 City Vehicles

City vehicles may only be used in the conduct of City business. Only permitted City employees, elected, and appointed officials shall be allowed to drive City-owned vehicles, as authorized by the respective Department Head and/or the City Manager.

Permitted Use by Employee Issued City Vehicle

~~A. Employees may have minimal personal use of vehicle while conducting City business.~~

~~B. Employees may take the vehicle to their residence if authorized by the City Manager.~~

~~C. Employees assigned to other governmental agencies will use their assigned vehicle in accordance with the rules and regulations of that agency.~~

~~D. Under unusual circumstances, the City Manager may grant an employee permission to use a vehicle in contradiction of the terms of this Policy.~~

~~E. The City Manager's vehicle use shall be addressed in the City Manager's contract.~~

~~Vehicles are not to be taken home by the employee, unless authorized by the City Manager. City vehicles that are authorized to be taken home must be available for City business at all times. No passengers shall be transported in City vehicles other than those on City business, without the approval of the employee's Supervisor or the City Manager. Use of City vehicles shall be subject to IRS withholding rules and regulations.~~

~~Authorized users are responsible for the care, conservation and correct and safe usage of City vehicles. When using City-owned vehicles, authorized users shall make every effort to obey the laws of the City and the State, and will use every available precaution to safeguard the condition of the vehicle and the public. When not in use, City-owned vehicles and equipment shall be properly locked so as to avoid any theft or destruction. Smoking of all types is prohibited in all City vehicles.~~

~~Employees' Supervisors or the City Manager must be notified immediately of all damaged or lost property. If an authorized user experiences an accident, equipment loss, or damage to the vehicle derived from the negligence of the employee, he/she may face disciplinary action.~~

~~Authorized users must possess a valid driver's license of proper classification to operate a City vehicle and must be at least eighteen (18) years of age.~~

~~In the event an authorized user's driver's license is suspended or revoked, the user must immediately notify his/her Supervisor or the City Manager. Failure to do so may be cause for **result in** disciplinary action. In using the City's vehicular equipment, authorized users should keep in mind that they are representatives of the City government and that their conduct, in adhering to the rules of safety and courtesy on the road, is a reflection on the entire organization and its level of law enforcement. It is imperative that authorized users abide by these rules and regulations at all times, as well as all state, City and other applicable laws and regulations.~~

~~All employees of the City must report to their Supervisor, any moving traffic violations or accidents in which they are involved while on duty, or while using City vehicles. Any fines for violations incurred by the employee or authorized user under these circumstances must be paid for by the employee.~~

~~In addition, the employee and his/her Supervisor, or authorized user, are required to submit accident reports on forms designated for this purpose to the Human Resources Office as soon after the accident occurs as possible. Failure to adhere to this policy may be cause for **result in** disciplinary action, **up to** and/or dismissal. **including discharge.**~~

~~Employees shall get authorization from their supervisor to use their personal vehicle when conducting City business. All City of Collinsville employees using a personal vehicle for the purpose of City business are required to have his or her own automobile liability coverage, as well as a current and valid driver's license (appropriate for the class of vehicle being driven on the job).~~

SECTION 5.12 ~~FORMS OF DISCIPLINE~~ PROGRESSIVE DISCIPLINE

Discipline refers to any oral and/or written reprimand, suspension without pay, demotion, or dismissal depending upon the seriousness of the situation and the incidence of prior violations.

Violation of City policies and rules may warrant disciplinary action as determined necessary by an employee's Supervisor. Forms of discipline that the City may elect to use include oral reprimands, written reprimands, suspensions, reductions in pay, demotions and/or terminations. The Supervisor, with the approval of the respective Department Head, may deviate from any order of progressive disciplinary actions and any of the following disciplinary action as deemed appropriate under the circumstances, up to and including immediate termination of employment. The City's policy for discipline does not limit or alter the at-will employment relationship between the City and the employee.

~~Discipline may include the following steps as considered appropriate to the infraction, but not necessarily in the following order:~~

~~1. **Oral reprimand:** An oral reprimand consists of a conference between the employee's Supervisor, or other City official issuing the reprimand, and the employee for the purpose of expressing disapproval of misconduct or poor work performance, clarifying applicable rules or standards of performance, policies, and procedures, and warning that repetition of the misconduct or failure to improve work performance may result in more severe discipline.~~

~~A. Records of oral reprimands shall be maintained in the employee's personnel file in the Human Resources Office.~~

~~B. Oral reprimands may be used for minor misconduct or performance problems or for first offenses where the offense is not of a sufficiently serious nature to warrant more severe disciplinary action. Generally, oral reprimands may be given only for the first instance of misconduct (e.g. tardiness, discourtesy).~~

~~C. The oral reprimand record shall be removed from an employee's record if the employee serves one (1) year after the reprimand without a similar infraction.~~

~~2. **Written Reprimand:** A written reprimand consists of a conference between the employee's Supervisor or other City official issuing the reprimand and the employee and a letter or notice expressing disapproval of the misconduct or poor work performance, clarifying applicable rules, policies or procedures, and warning that repetition of the misconduct or failure to improve work performance may result in more severe discipline.~~

~~The employee will be given an opportunity to review the written disciplinary letter or notice and to respond to it. The employee is required to sign the letter or notice, which means only that the employee has read the notice or letter and understands what it means, not that the employee necessarily agrees with the discipline. An employee's refusal or failure to sign a disciplinary notice will constitute separate grounds for disciplinary action, up to and including immediate termination of employment. An employee will receive a copy of said notice. Copies of written reprimands shall be maintained in the employee's personnel file in the Human Resources Office. Written reprimands~~

~~may be used for repeated misconduct of a minor nature or for more serious misconduct which does not warrant suspension, demotion, or dismissal.~~

~~C. The written reprimand shall be removed from an employee's record if the employee serves two (2) continuous years after the reprimand without a similar infraction.~~

~~3. **Suspensions:** Suspensions are a temporary removal from employment, accompanied by a concurrent temporary loss of the privileges of employment, including, but not limited to wages or salary. The employee's group health and life insurance coverage will remain in effect during the unpaid suspension. Suspensions may be used to discipline employees for serious misconduct or performance problems or for repeated misconduct or performance problems of a less severe nature.~~

~~A. Suspensions may be imposed for not less than one (1) but not more than five (5) days. Written notice of the suspension shall be placed in the employee's personnel file in the Human Resources Office.~~

~~B. Suspensions of full-time police officers and firefighters are subject to the rules and regulations of the Board of Fire and Police Commissioners and other applicable state law. Suspension of employees hired through the Civil Service Commission is subject to the Civil Service Commission rules and regulations and other applicable state law.~~

~~C. Employees may be suspended without pay by their Department Head. The Department Head shall give written notification of the suspension to the employee, specifying the reason, duration, and effective date. This notice may be given to the employee after the fact, as in the case of an immediate suspension.~~

~~D. Suspended employees shall not be allowed to use any paid leave including vacation leave, sick leave, personal leave, or compensatory time during suspension.~~

~~E. In the event any order of suspension is reversed or reduced, the employee shall be paid any lost wages, salary, or benefits and such reversal or reduction shall be documented in the employee's personnel file in the Human Resources Office.~~

~~4. **Demotion:** A demotion is the reduction in grade or class of employment or assignment to a position of less responsibility, with a corresponding reduction in wage or salary.~~

~~A. All demotions shall be in writing, and written notice of a demotion shall be placed in the employee's personnel file in the Human Resources Office.~~

~~B. Demotion may be used to punish serious misconduct and may be used in addition to other forms of discipline, or may be voluntarily requested by the employee as allowed by state law.~~

~~C. Demotions must be approved by the City Manager.~~

~~5. **Discharge (Termination):** Discharge, or termination of employment, is the permanent removal from employment with the corresponding permanent loss of all privileges of employment with the City.~~

- ~~A. Discharges must be approved by the City Manager.~~
- ~~B. Suspensions of full-time police officers and firefighters are subject to the rules and regulations of the Board of Fire and Police Commissioners. Suspension of employees hired through the Civil Service Commission are subject to the Civil Service Commission rules and regulations.~~
- ~~C. An employee may be recommended for discharge by the Department Head, with approval of the City Manager for any reason not prohibited by law, or no reason, with or without notice. Employees may be discharged for any improper or inappropriate conduct including, but not limited to, violation of work rules and general rules and regulations, unacceptable behavior, insubordination, intentional damage to or theft of City property, gross negligence in performing assigned duties, intoxication in the workplace, **violation of the City's drug and alcohol policy**, misconduct, poor performance, or unacceptable attendance, without ever having received an oral reprimand, a written disciplinary notice or letter, a suspension, a reduction in pay, or a demotion.~~
- ~~D. Written documentation of the discharge shall be placed in the employee's personnel file in the Human Resources Office.~~

Appeals

~~An employee may appeal any disciplinary action imposed by his/her Department Head by following the grievance procedure.~~

SECTION 5.13 GRIEVANCE PROCEDURE

The grievance procedure is open to any full-time or part-time employee who believes that the treatment he/she has received on the job is inequitable or unfair, disagrees with the interpretation, application or compliance of the provisions of this Personnel Policy Manual, the issues of pay, promotion, demotion, discipline, job operations, performance review, conduct of fellow workers, or supervision needs to be corrected. All grievances shall be settled only in accordance with the grievance procedures herein set forth. No employee shall be disciplined or discriminated against in any manner because of his/her proper use of the grievance procedure.

~~A grievance may be filed by following the steps outlined below:~~

- ~~**Step 1:** All grievances in the first instance shall be submitted within ten (10) working days of the incident in writing to the employee's immediate Supervisor, who shall discuss the matter with the employee in an attempt to arrive at a satisfactory settlement. The Supervisor shall decide the grievance and shall respond thereto in writing within ten (10) working days after the written grievance was submitted, exclusive of Saturdays, Sundays, and holidays. No grievance shall be honored if it is not filed within ten (10) working days of the alleged occurrence. If the Supervisor does not reply within ten (10) working days, or if the employee is dissatisfied with the response of the Supervisor, the next step may be initiated. If the employee's immediate Supervisor is a Department Head, the grievance must be initiated at Step 2.~~
- ~~**Step 2:** The employee shall submit a written grievance to the Department Head. The Department Head shall discuss the grievance with the employee and respond in writing within ten (10) working days, exclusive of Saturdays, Sundays, and holidays after receipt of the grievance. If the Department Head does not respond within ten (10) working days, it shall be considered a "Grievance Denied". If the Department Head does not respond to the written grievance or the employee is dissatisfied with the Department Head's decision, the employee may initiate Step 3.~~
- ~~**Step 3:** The employee shall submit a written grievance to the City Manager within ten (10) working days following the Department Head's response in Step 2. The City Manager shall attempt to adjust the grievance as soon as possible, but shall give his/her response in writing to the employee within ten (10) working days after receipt of the written grievance. The decision of the City Manager is final. If a written grievance is appealed to the City Manager, the City Manager, regardless of his/her final decision, shall inform the Mayor and the City Council regarding the circumstances of the matter at the earliest opportunity.~~

~~Collective bargaining unit members' grievances shall follow the steps outlined in their current collective bargaining agreement.~~

CHAPTER 6 ABSENCE FROM WORK

City of Collinsville Personnel Policy Manual

SECTION 6.1 DISABILITY LEAVE

City of Collinsville employees are presently covered by any one of three separate pension and disability plans. The plans are the Illinois Municipal Retirement Fund (IMRF), the Police Pension Fund, and the Fire Pension Fund. General municipal, police and fire personnel are subject to the regulations governing disability benefits in each of their respective plans. Employees who are not participants in the pension plans are not eligible for disability benefits. Specific eligibility requirements for benefits are included in the individual plans.

If it is determined that an employee's leave will extend beyond thirty (30) calendar days, ~~employees with one (1) or more years of service credit under the Illinois Municipal Retirement Fund may apply for disability benefits. Pregnancy is included as a disability under IMRF if the employee is eligible. IMRF disability claims should be submitted to the Human Resources Office. Fire and Police disability claims should be submitted to their respective pension plan administrator.~~

~~City of Collinsville employees are presently covered by any one of three separate pension and disability plans. The plans are the Illinois Municipal Retirement Fund (IMRF), the Police Pension Fund, and the Fire Pension Fund. General municipal, police and fire personnel are subject to the regulations governing disability benefits in each of their respective plans. Employees who are not participants in the pension plans are not eligible for disability benefits. Specific eligibility requirements for benefits are included in the individual plans.~~

~~In the event an employee becomes eligible for disability benefits provided by any of the above named plans, he/she can decide when the disability coverage should begin. Employees have the option to use all available sick and vacation time before receiving the disability benefit or receive the benefit at the time they become eligible. If the benefit begins prior to utilizing all of the employee's sick leave and vacation leave, accrual of these benefits will cease. Any unused sick and/or vacation leave will remain a credit to the employee and will be administered in accordance with City policy after the disability period is over.~~

~~Employees should contact their respective pension plan administrator for additional information.~~

SECTION 6.2 FAMILY AND MEDICAL LEAVE

Provisions

It is the policy of the City of Collinsville to comply with all provisions of the Family and Medical Leave Act (FMLA). This leave will provide eligible employees **(defined as an employee who has**

been employed by the City for at least twelve (12) months and who has worked at least 1,250 hours during the 12 month period immediately preceding the date on which the employee's FMLA will begin) up to twelve (12) weeks of job protected unpaid leave of absence from work during a twelve (12) month period for the following family and medical reasons:

1. To care for the employee's child **and/or to bond with the child** after birth, or placement for adoption or foster care;

Foster care must be formal; State action is required.

2. To care for the employee's immediate family member who has a serious health condition. Family member is defined as spouse, child, (natural, adopted, foster, or stepchild), sister, brother, **and** parent (including natural, step-mother, step-father, or legal guardian), ~~mother in law, or father in law.~~

~~3. Employees, who have been employed by the City for at least one (1) year and have 1,250 hours of service during the twelve (12) months immediately preceding the leave, may be granted the leave.~~

3. If the employee has a qualifying exigency arising out of the fact that the employee's spouse, parent, or child is a covered military member on active duty (or has been notified of a call or order to active duty) in support of a contingency operation.

4. To care for a serious health condition that makes the employee unable to perform his/her job.

~~5. This leave will provide eligible employees twenty six (26) weeks of leave during a single 12 month period to care for a covered service member with a serious injury or illness who is the spouse, son, daughter, parent or next of kin to the employee (military caregiver leave).~~

5. To care for a covered service member (spouse, child, employee's parent or next of kin) who is a current member of the Armed Forces, including a member of the National Guard or Reserves, or a member of the Armed Forces, the national Guard or reserves who is on the temporary disability retired list, who has a serious injury or illness in the line of duty on active duty for which he or she is undergoing medical treatment, recuperation or therapy, or otherwise in outpatient status, or otherwise on the temporary disability retired list. This type of leave is also available to care for a veteran of the Armed Forces (including the National Guard or Reserves) discharged within the five year period before the employee first takes leave to care for the veteran who is undergoing medical treatment recuperation, or therapy for a qualifying serious injury or illness. This is called "Military Caregiver Leave".

~~An "Application for Family or Medical Leave" form is available in the Human Resources Office and must be completed by the employee defining the reason for the leave, its duration, and the amount of vacation and sick leave they will use during the leave (if any). The request shall be submitted to the Supervisor, who, after recommending approval or denial, will forward the form to the Human Resources Office for final approval.~~

~~The City may require certification, on a periodic basis, of the employee's or family member's continuing serious health condition by the employee's or family member's physician and/or a physician selected by the City health care provider. If the City has reason to doubt the validity of a medical certification, the City may require that the employee obtain a second opinion from a health care provider chosen by the City at the City's expense. If the first and second opinions differ, the City may require that the employer obtain a certification from a third health care provider at the City's expense, with the third health care provider to be agreed upon jointly by the City and the employee.~~

~~In the event that an employee suffers serious illness or injury and becomes eligible for, and receives, disability benefits provided by his/her pension plan prior to utilizing all of his/her sick leave and vacation leave, and such injury or illness is not covered by Worker's Compensation Insurance, City sick leave and vacation benefits will cease. The City requires employees to exhaust all available sick pay if the reason for the FMLA is the employee's own serious health condition, followed by available vacation time while on FMLA leave. If the employee is receiving pay from any source such as worker's compensation, etc., he will not be required to use other paid time off (such as sick pay or vacation pay) while off on FMLA. Any unused sick leave and/or vacation leave will remain as a credit to the employee and will be administered in accordance with City policy after the disability period is over.~~

Definitions

~~"Child" means a child under eighteen (18) years~~**Length** ~~of age, or eighteen (18) years of age and older who is incapable of self-care because of a mental or physical disability as determined by the Social Security Act and American with Disabilities Act (ADA) regulations.~~

~~"Eligible Employee" means an employee who has worked~~**Leave: Leave** ~~for the City for at least~~**reasons other than Military Caregiver Leave is a maximum of** ~~twelve (12) months and has worked a minimum of 1250 hours during the year preceding the start of the leave. Hours worked are determined by applying the principles of the FLSA. FLSA exempt employees who have worked for the City a minimum of~~**weeks in a 12-month period. The** ~~twelve (12) months are presumed to have the minimum service required for eligibility.~~

~~"Health Care Provider" means a doctor of medicine or osteopathy, or any other person determined by the Federal Government to be capable of providing health care services including podiatrists, dentists, clinical psychologists, optometrists, chiropractors, nurse practitioners, nurse-midwives authorized to practice by state law, and Christian Science practitioners.~~

~~"Incapable of self-care" means that the individual requires active assistance or supervision to provide daily self-care in several of the activities of daily living, such as caring appropriately for one's grooming or hygiene, bathing, dressing, eating, cooking, cleaning, shopping, taking public transportation, paying bills, maintaining a residence, using telephones, and the like.~~

~~"Immediate Family" means the employee's spouse, child, (natural, adopted, foster, or stepchild), sister, brother, parent (including natural, step-mother, step-father, or legal guardian), mother-in-law, or father-in-law.~~

~~“Medical Necessity” means there must be a medical need for the leave, as distinguished from voluntary treatments or procedures.~~

~~“Serious Health Condition” means an illness, injury, impairment or physical or mental condition that involves:~~

~~A. Inpatient care; or~~

~~B. Any period of incapacity requiring absence from work for more than three (3) calendar days, that also involves continuing treatment by (or being under the supervision of) a health care provider; or~~

~~C. Continuing treatment by (or under the supervision of) a health care provider for a chronic or long-term health condition that is incurable or which, if left untreated, would likely result in a month period of incapacity of more than three (3) calendar days; or~~

~~D. Prenatal care from a health care provider.~~

~~“Twelve Month Period” means a rolling twelve (12) month period measured backward from the date leave is taken and continuous with each additional leave day taken. This means that, if an employee requests FMLA on June 1 of a particular year, the City will go back to June 2 of the prior year and any FMLA time taken between June 2 of the prior year and June 1 of the current year will be deducted from the total 12 weeks of available leave.~~

~~Family Medical~~

~~**For Military Caregiver** Leave designation is not an option only, the 26 weeks of the leave an employee, is eligible to take is measured forward from the employee’s Supervisor, or the City. The federal government sets out criteria in the Family and Medical Leave Act first day of 1993, with which the City is required to comply. leave. If the reason for any employee’s leave meets the standards set forth in the FMLA, the City reserves the right to designate the leave time off as FMLA leave., regardless of whether the employee desires the time off to be designated as FMLA leave. The Human Resources Office is responsible for making such determination.~~

~~Employees on approved FMLA leave may are required to use accrued sick leave, vacation leave, or personal leave time. The City does not require accrued time to run concurrently with the approved unpaid leave. The Department Head may use his/her discretion to determine unless the order in which leave time is covered by another source of pay such as worker’s compensation. If the leave is for the employee’s own serious health condition or that of a family member, sick pay must be used first followed by vacation pay. If the leave is not for the serious health condition of the employee or a family member (for example, for bonding with a child or for a qualifying exigency), paid time off is used. After such paid leave time has been (aside from sick pay) must be exhausted, any remaining FMLA first and the leave time will be can thereafter continue, if approved, on an unpaid basis. Employees shall not “accrue” sick leave while on Family Medical Leave, but will continue to “earn” vacation leave, updated upon his/her annual service anniversary date, as if he/she were not away from their job, in accordance with federal regulations.~~

~~During an employee’s leave of absence for Family and Medical Leave, the employee’s group health insurance and life insurance plan shall continue under the same conditions, as coverage would have been provided if the employee had continuously been employed during the leave period. Employees’ contributions to premiums~~

~~continue at the same level as if they were actively employed plus an additional administrative fee may be charged as allowed by law. If there is a change in the employee's share of premium costs, the employee will be notified of the change and expected to pay the premium they would have paid had they not been on leave. The employee is responsible to submit his/her portion of the insurance premium along with an administration fee, if any, as authorized by the Act, to the Human Resources Office by the first of each month. Employees, who have questions or desire clarification, should contact the Human Resources Office.~~

~~Employees are expected to return to work upon expiration of an approved FMLA leave. An employee who does not return to work upon expiration of FMLA will be considered to have voluntarily resigned, unless the reason for the employee not returning to work upon expiration of an approved FMLA leave is that the employee's own serious health condition prevents the employee from returning to work and the employee has a disability as defined in the Americans with Disabilities Act. If this is the reason for the employee not being released to return to work upon expiration of an approved leave, the City will engage in the interactive process with the employee to determine if there are any reasonable accommodations that could be provided that would allow the employee to return to work. The interactive process is a discussion or series of discussions to determine if a reasonable accommodation exists that would allow the employee to return to work to his position or to another available position and a reasonable accommodation may also include another short period of non-FMLA leave.~~

SECTION 6.3 SCHOOL VISITATION RIGHTS ACT

In accordance with 820 ILCS 147, Public Act 87-1240, the School Visitation Rights Act, the City of Collinsville will allow eligible employees unpaid leave of up to a total of eight (8) hours during any school year, no more than four (4) hours of which may be taken on any given day, to attend school conferences or classroom activities related to the employee's child if the conference or classroom activities cannot be scheduled during non-work hours. ~~No unpaid leave in accordance with this Act may be taken unless the employee has exhausted all vacation leave, personal leave, and/or compensatory leave. Sick leave and disability leave may not be applied to school visitation leave as described under this Act. Upon completion of school visitation rights by a parent or guardian, the school administrator shall provide the parent or guardian documentation of the school visitation. The parent or guardian shall submit such verification to the City. Failure of a parent or guardian to submit the verification statement from the school to the City within two (2) working days of the school visitation will subject the employee to the disciplinary procedures as outlined in this Manual for unexcused absences from work.~~

SECTION 6.4 FUNERAL LEAVE

All full-time employees are provided with up to five (5) paid business days, as funeral leave to attend the funeral, or handle related matters, caused by the death of a member of his or her immediate family. For the purpose of this section, immediate family is defined as spouse, child, (natural, adopted, foster, or stepchild), sister, brother, parent (including natural, step-mother, step-father, or legal guardian), mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparent, or grandchild. ~~The Department Head must approve all funeral leaves. For other relatives the Department Head or his/her designee may grant an employee an emergency leave of absence for the day of the funeral without loss of pay. Funeral leave benefits for employees covered by an approved collective bargaining agreement shall be as set forth in such agreements.~~

~~Employees shall be allowed up to 3 days paid funeral leave in the event of a death of a family member other than the immediate family. The number of days of funeral leave allowed shall be at the discretion~~

~~of the department head and shall be decided on a case-by-case basis, dependent upon the circumstances and the relationship of the family member to the employee.~~

~~Employees shall be allowed the option of using 2 days of any other form of accrued leave (sick leave, vacation, personal day) to attend the funeral of anyone other than those family members defined in the section above. Any additional time off desired in conjunction with a funeral as defined by this section shall be considered vacation and shall be subject to the appropriate approvals.~~

SECTION 6.5 HOLIDAYS

The following holidays have been officially designated by the City Council as observed holidays. All full-time employees shall observe these days and shall receive regular pay. Employees governed by an approved collective bargaining agreement shall observe those holidays as stated in said agreement.

| Official Holidays | Day Observed |
|-------------------------------|--------------------------------|
| New Year's Day | January 1 |
| Martin Luther King Day | Third Monday in January |
| Presidents' Day | Same as National Holiday |
| Memorial Day | Last Monday in May |
| Independence Day | July 4 |
| Labor Day | First Monday in September |
| Columbus Day | Second Monday in October |
| Veteran's Day | November 11 |
| Thanksgiving Day | Fourth Thursday in November |
| Day after Thanksgiving | Friday after Thanksgiving |
| Christmas Day | December 25 |

Weekends

~~When a holiday falls on a Saturday, the preceding Friday shall be considered the holiday. When a holiday falls on a Sunday, the following Monday shall be considered the holiday. If a holiday falls on a Saturday or Sunday and the preceding or following day is also considered an official holiday, the designated observed City holiday shall be as determined by the City Manager. The official schedule of observed holidays for the current fiscal year shall be available from the Human Resources Office.~~

Eligibility

~~To be eligible for holiday pay, the employee must work the scheduled day before and after the holiday, with the following exceptions:~~

- ~~• If the day before and/or after is a normal day off from duty.~~
- ~~• If the employee is on an approved vacation leave or on an approved personal day before and/or after the holiday.~~

SECTION 6.6 JURY AND WITNESS DUTY

~~If an employee is required to serve for jury or witness duty, he/she must submit a copy of the summons to his/her supervisor.~~ Jury and witness duties are generally considered authorized absences from work and the employee will receive his/her regular base salary while performing these duties. ~~Because the employee will continue to be paid by the City, the employee will be~~

~~required to turn over any remuneration received for performing jury service to the City's Finance Office.~~

SECTION 6.7 MILITARY DUTY LEAVE

General Provisions

~~Any employee, whether or not he/she is a member of any active or reserve component of the Armed Services, the Illinois National Guard, or the Illinois Naval Militia, shall be allowed military leave from employment with City of Collinsville for any period actively spent in military service including basic training and special or advanced training, whether or not within the State of Illinois, and whether or not voluntary. Such leave shall be granted for a cumulative period of service of no longer than five years, except as otherwise required by law.~~

~~Employees on approved military leave may use accrued vacation, personal, or compensatory time during their military leave, but are not required to do so. Employees on approved military leave, to the extent they were eligible prior to the leave, shall continue to earn vacation leave time, sick leave time, and personal leave time, be provided the opportunity to continue in the City's group health and dental plans, continue participation in any applicable pension plan, and shall receive holiday pay and any other benefits as may be entitled by law. If the employee does not choose to continue the City's group health insurance during the leave, he/she shall be permitted immediate reinstatement into the group health plan when the employee returns from military service. Military leave shall be granted without loss of seniority or other previously accrued benefits, and in accordance with the Illinois Public Employee Armed Services Rights Act, the federal Uniformed Services Employment and Re-employment Rights Act, and all other applicable federal and state laws.~~

~~Whenever possible, employees must provide advanced notice (preferably written) of their departure for military service to the Human Resources Office. This notice may also be provided by an appropriate officer of the branch of the military in which the employee will be serving. The employee need not give notice, however, if he or she is prevented by military necessity, or if it is otherwise unreasonable or impossible to do so.~~

Special Military Leave Benefits for Training Obligations

~~Employees who are members of the reserves (including the National Guard) shall be granted leave for any period actively spent in military service, including: (1) Basic Training; (2) Special or advanced training, whether or not within the State, and whether or not voluntary; and (3) Annual training. For part time employees, leave for training shall be treated as set forth in the general provisions section above.~~

~~For full time employees in the reserves, during leaves for training the employee's seniority and other benefits shall continue to accrue. In addition, full time employees shall receive the following:~~

- ~~1. During leaves for annual training, the employee shall continue to receive his or her regular compensation~~

- ~~2. During leaves for basic training or for special or advanced training, if the employee's compensation for military activities is less than his or her compensation as a City employee, he or she shall receive his or her regular City compensation minus the amount of his or her base pay for military activities.~~

~~Special Benefits for Reservists Called to Active Duty~~

~~Employees in the reserves (including the national guard) who are mobilized to active military duty by presidential order shall receive continuing compensation (minus the amount of the employee's base military pay) for the entire period of active military service; and continuing health insurance and other benefits the employee was receiving or accruing at the time the employee was called to duty.~~

~~Such employees, upon being called to active duty, must choose one of the following procedures for payment:~~

- ~~1. The employee may submit and assign military earnings to the City of Collinsville. In the case of assignment of military earnings, the Human Resources Office shall return the military earnings to the payroll fund from which the employee's payroll check is drawn. Military earnings must be submitted to the Human Resources Office at least one (1) week preceding each designated payday. If the employee's compensation for military activities is less than his/her compensation as a City employee, he/she shall receive his/her regular compensation as a City employee, minus the amount of his/her base pay for military activities. If the military pay exceeds the employee's regular earnings, the City shall return the difference to the employee; or~~
- ~~2. The employee may submit certification of his/her military earnings (from his/her commanding officer or department of his/her military unit) to the City of Collinsville. Certification of military earnings must be submitted at least one (1) week prior to the first designated payday, and anytime thereafter that the rate of military pay changes. If the employee's compensation for military activities is less than his/her compensation as a City employee, he/she shall receive his/her regular compensation as a City employee, minus the amount of his/her base pay for military activities.~~

~~Return to Duty~~

~~Employees returning to work following military service shall notify the City of their intent to return. Employees who have been engaged in military duty and wish to return to work must apply for reinstatement for employment with the City within 14 days following service completion. For commitments beyond 180 days, the employee has up to 90 days following completion of service. If, due to no fault of the employee, timely reporting back to work would be impossible or unreasonable, the employee must report back to work as soon as possible unless otherwise provided for by law. Failure to comply with the above stated time periods for reinstatement may be grounds for the denial of reinstatement and/or discipline, including~~

~~termination.~~ The City complies with all applicable federal and state laws regarding time off for military duty. If an employee needs time off either for military training (including National Guard or reserve training) or is called to active military duty, let Human Resources know as soon as possible.

~~Note: Military leave laws are continually changing. To the extent new laws are adopted which provided greater benefits, those laws will be applicable.~~

SECTION 6.8 PERSONAL LEAVE

The City of Collinsville shall grant one (1) day personal leave per year **after the first six months of continuous employment** without deduction from regular compensation, upon approval by the department head or his/her designee. Such leave shall not be accumulated.

SECTION 6.9 SICK LEAVE

Full-time employees and appointed officials of the City of Collinsville shall receive regular pay during unavoidable absence from work due to sickness or accident, at the rate of one and one-half working days for each calendar month of employment.

~~Any unused days so allowable during said anniversary year can be accumulated in succeeding years until an employee has accumulated a total of sixty (60) days of sick leave, except that no such allowance shall be made for any period during which pension payments are made.~~

~~Employees will be paid for one half of the number of days of unused sick leave accumulated over the maximum sixty (60) days allowable. Payment is to be made in the last quarter of the fiscal year at the discretion of the Finance Director dependent upon workload. No employee will be entitled to more than nine (9) days in any one fiscal year.~~

~~An employee absent because of illness to himself/herself or absent because said employee has been exposed to contagious disease should contact his/her department head within (1) hour of his/her start time on the first morning of absence, but in no case should contact his department head later than 12:00 p.m.~~

~~If an employee uses two (2) consecutive sick leave days, the City reserves the right to have that absence confirmed by a medical doctor or other health practitioner. Sick leave claimed proceeding or following any scheduled days off, including vacations or funeral leave, must be accompanied by a doctor's certificate. No employee can be paid sick leave unless such employee abides by these rules.~~

~~If the head of a department shall determine the employee has charged an absence against sick leave pay although no actual sickness to the employee has occurred, said department head may deduct the value of the absent time from employee's wages or salary and take such disciplinary action as he deems proper.~~

~~Sick leave benefits for employees covered by any approved collective bargaining agreement shall be as set forth in such agreements.~~

SECTION 6.10 VACATIONS

~~Vacations are granted primarily on the basis that employees should be benefited by periodic intervals of rest and recreation and derive such privileges by exhibited competence and service to the municipality. Vacation leave time away from work will be considered as service time earned and will not affect seniority. Holidays observed during a vacation leave period shall not be charged against vacation leave. Any regular employee hired must have a minimum of six (6) months service in order to qualify for vacation pay.~~

Full-time employees are eligible for vacation benefits as shown below. Vacation benefits for employees governed by an approved collective bargaining agreement or any employment agreement for an appointed official shall be as set forth in such agreements.

Vacation allowances shall be earned on the employee's anniversary date and based on completed years of continuous service as follows:

| Years of Full-Time Service | Vacation Days (40 Hour Employees) |
|--|--------------------------------------|
| After 6 months | 1 week |
| 1 st Anniversary | 1 additional week |
| 2 nd to 4 th Anniversary | 2 weeks |
| 5 th to 9 th Anniversary | 3 weeks |
| 10 th to 19 th Anniversary | 4 weeks |
| 20 th Anniversary and up | 5 weeks |

~~Employees shall be awarded one week vacation upon completion of the first 6 months of service. Another week shall be awarded upon the employee's first anniversary. The employee shall have until his second anniversary to use this vacation. All other vacation awarded shall be used prior to the employee's anniversary date, except as approved by the City Manager.~~

~~An employee who terminates will receive prorated vacation pay for all accrued vacation. An unused portion of sick leave and vacation time will be paid to the employee at the time of retirement or to beneficiary in the event of an employee's death.~~

~~Employees are encouraged to use available vacation for rest, relaxation and personal pursuit. If an employee is unable to use all earned vacation time in any given benefit year, he/she has the option to carry over up to 1 week (40 hours) of vacation into the next benefit year. Upon each employee's anniversary date, any hours over 40 of unused vacation WILL BE LOST.~~

Compensatory Time

~~Employees are not permitted the choice of working for extra pay instead of taking their vacations.~~

SECTION 6.11 WEATHER-RELATED LEAVE

In instances of weather-related absences, the City Manager, in consultation with Department Heads, shall determine if non-emergency employees will be excused from work with pay due to extreme weather conditions. ~~If an employee is unable to travel to their work facility due to extreme weather conditions, the employee will be excused but unpaid. Non-emergency employees may use vacation, personal days, or compensatory time (if applicable) in such instances. Non-emergency employees released from work before the end of their work shift, shall be excused and paid for the remaining time not worked due to extreme weather conditions. The respective Department Head shall determine whether policies for emergency-related employees in the Fire Department, Police Department, Street Department, Water Department, and Wastewater Department.~~

CHAPTER 7 SEPARATION

City of Collinsville Personnel Policy Manual

SECTION 7.1 DEFINITIONS

Separation from employment with the City of Collinsville may be accomplished by discharge, layoff, resignation, and retirement, as hereinafter defined:

Discharge: Involuntary termination initiated by the City. Discharge or termination of employment is the permanent removal from employment with the corresponding permanent loss of all privileges of employment with the City.
~~employment is the permanent removal from employment with the corresponding permanent loss of all privileges of employment with the City.~~

Layoff: Involuntary separation initiated by the City due to the elimination of certain positions or a reduction in payroll because of changing and unforeseen circumstances.

Resignation: Voluntary separation initiated by the employee.

Retirement: Voluntary separation in accordance with provisions of the Illinois Municipal Retirement Fund (IMRF), Fire Pension Retirement Plan, or Police Pension Retirement Plan.

SECTION 7.2 DISCHARGE

An employee may be discharged by the Department Head, with approval of the City Manager for any reason not prohibited by law, or no reason, with or without notice. Employees may be discharged for any improper or inappropriate conduct including, but not limited to, violation of work rules, violation of general rules and regulations, violation of standards of conduct, unacceptable behavior, insubordination, intentional damage to, or theft of, City property, gross negligence in performing assigned duties, intoxication in the workplace, misconduct, poor performance, or unacceptable attendance, without ever having received an oral reprimand, a written disciplinary notice or letter, a suspension, a reduction in pay, or a demotion. ~~The City Manager must approve a discharge.~~

~~Any discharge of full-time police officers and firefighters are subject to the rules and regulations of the Board of Fire and Police Commissioners. Any discharge of Civil Service Commission employees are subject to the rules and regulations of the Civil Service Commission.~~

~~—The discharged employee shall be allowed adequate time by his/her Supervisor during normal working hours to return any tools, equipment, City identification, supplies, keys, etc., and to settle any other obligations to the City. The employee shall return all tools, equipment, City identification, supplies, keys, or other City property to the City on or before his/her final workday.—~~

~~Employees of the City who are to be discharged shall be paid for all unused and accrued vacation leave at the time of termination. Unused vacation leave shall be determined as of the employee's last anniversary date that was prior to the date of discharge on a pro-rata basis determined by length of service. Full-time, hourly employees shall be paid for any unused compensatory time in accordance with FLSA regulations at the time of termination.~~

~~The discharged employee shall be entitled to an exit interview with the Assistant City Manager and may also schedule an exit interview with the City Manager or his/her designee.~~

SECTION 7.3 LAYOFF

If the City finds it necessary to release an employee from his/her duties due to a lack of work and/or a reduction in the work force, the employee shall be given advance notice of ten (10) working days for non-supervisory personnel and twenty (20) working days for Supervisory personnel. ~~The laid-off employee shall retain seniority for a period of one (1) year from the date of layoff.~~

SECTION 7.4 RESIGNATION

An employee who resigns from the City is expected to provide advance notice of resignation (ten (10) working days for non-supervisory personnel and twenty (20) working days for Supervisory personnel) to the employee's Supervisor. In the case of Department Heads and Supervisors, advance notice of thirty (30) working days shall be made to the City Manager. ~~The employee shall be entitled to compensation for any unused vacation leave. Unused vacation leave shall be determined as of the employee's last anniversary date on a pro-rated basis determined by length of service. Full-time, hourly employees shall be paid for any unused compensatory time in accordance with FLSA regulations. Employees not covered by a collective bargaining agreement shall be paid for any unused sick leave as part of their voluntary separation provided the employee has vested in the IMRF fund or the Police or Fire Pension Fund and leaves the contributions to that fund until such time as they elect to receive pension benefits.~~

~~_____The resigning employee shall be allowed adequate time by his/her Supervisor during normal working hours to return any tools, equipment, City identification, supplies, keys, Personnel Policy Manual, etc., and to settle any other obligations to the City. The employee shall return said items to the City on or before his/her final workday.~~

~~_____The employee's final paycheck (including any unused vacation and applicable compensatory time) shall be issued on the first normal pay date after resignation. The Department Head shall notify the Human Resources Office of the resignation and any remaining hours to be paid to the employee and shall forward the original timesheet(s) of the resigning employee to the Human Resources Office for verification and placement in the employee's personnel file, located in the Human Resources Office as soon as possible.~~

~~_____An employee who resigns in good standing may be eligible for re-employment at a future time, provided an opening is available and his/her qualifications for that position are satisfactory. If re-employed or re-appointed, the employee starts as a new employee insofar as continuous service, accumulated sick leave, and benefits are concerned. If an employee is re-employed at a later time, after 5 years of re-employment, past service credit years may be "bridged" or added to recognize previous and current service years for purposes of vacation leave. For example, if an employee worked for the City for 10 years, resigned in good standing, and at a later time became re-employed by the City for 5 years, they would receive vacation leave for 15 years of service.~~

SECTION 7.5 RETIREMENT

~~— In accordance with the Age Discrimination in Employment Act, the City imposes no mandatory retirement age on employees. All full time and eligible part time employees are eligible for retirement benefits after reaching the age and length of service requirements specified by the retirement plan in which they are enrolled. Applicants for retirement shall contact the Human Resources Office to complete appropriate retirement plan procedures. See Retirement Benefits section of Chapter 8.~~

~~SECTION 7.6 — EXIT INTERVIEW~~

~~— The exit interview is intended to allow employees who are leaving the City an opportunity to provide feedback on the strong points, as well as the weak points, of their respective jobs. This feedback will be reviewed and evaluated as it pertains to working conditions, salary scales, and organizational structure. The interviewer shall notify employees who complete the exit interview that the information gathered and discussed, relative to the exit interview, shall not be deemed confidential in order that the affected department staff may review the information and take any necessary corrective measures.~~

~~— The Department Head shall notify the Human Resources Office of a resigning or terminating employee and forward a copy of the letter of resignation or notice of termination to the Human Resources Office for placement in the employee's personnel file. The Human Resources Office shall contact the resigning / terminated employee to schedule an exit interview appointment. The Human Resources Office shall conduct an exit interview no later than the employee's last working day. The Department Head may also choose to schedule an optional exit interview with the employee. A discharged employee may also choose to schedule an exit interview with the City Manager. Exit interview forms may be obtained from the Human Resources Office.~~

~~SECTION 7.7 — REFERENCES~~

~~— The City shall normally provide limited disclosures regarding former employees' work history, which shall be limited to:~~

- ~~1. — The dates of employment~~
- ~~2. — Descriptions of the job(s) performed~~
- ~~3. — Salary or wage rates~~

~~SECTION 7.8 — UNEMPLOYMENT INSURANCE~~

~~— The City will provide for payment of benefits as provided by the Illinois Department of Employment Security Insurance Act to eligible unemployed workers.~~

CHAPTER 8 BENEFITS

City of Collinsville Personnel Policy Manual

SECTION 8.1 DEFERRED COMPENSATION PLAN

The City offers several government approved 457 Deferred Compensation Plans. These are voluntary programs and do not have an employer contribution. These plans allow employees to earn and invest money now, and pay taxes on it later. The employee's contribution is automatically deducted from his/her paycheck and applied to an account according to the employee's instructions.

SECTION 8.2 EMPLOYEE ASSISTANCE PROGRAM (EAP)

The City ~~through a contracted outside agency~~ provides ~~the~~ an Employee Assistance Program (EAP) for all employees and their immediate family. Employee services available through the EAP include counseling regarding a broad range of issues such as parenting concerns, marital and family stress, emotional stress, personal problems, alcohol and drug abuse, and financial or legal problems. Supervisors may refer employees to the EAP or employees may choose to contact the EAP at any time their services are deemed to be needed. EAP services are provided by the City as a benefit for employees and their immediate family members at no charge. Use of the Employee Assistance Program is confidential.

The EAP is not an avenue of internal reporting. Employees with complaints of workplace wrongdoing including, but not limited to harassment, discrimination, retaliation, internal theft, fraud, substance abuse on the job, violence or threats of violence, workers' compensation fraud, etc., should immediately report such instances to their immediate Supervisor and/or Department Head. Detailed information on the City's Employee Assistance Program may be obtained from the Human Resources Office.

SECTION 8.3 GROUP INSURANCE

All regular full-time employees may participate in the comprehensive group health insurance plan provided by the City. ~~Each new employee will receive a complete description of each plan offered by the City in the "New Employee Orientation" packet available through the Human Resources Office. Part time, temporary and seasonal employees are not eligible for health insurance coverage.~~

~~The current health insurance coverage includes medical, hospitalization, dental, and vision care. Coverage is available for employees and dependents. The City currently pays the full premium for employee health insurance coverage and 75% of the cost of dependent health insurance coverage. The City also pays the premium for dental insurance coverage for those employees not covered by a collective bargaining agreement. Those employees covered by a collective bargaining agreement may elect to participate in the dental insurance program at their own cost. Employees may contact the Human Resources Office for more information regarding rates.~~

~~Since the current plan provides for separate medical and dental premiums, an employee may select different coverage for medical and for dental care. The employee's share of the monthly premium may change from time to time and is determined by actual cost, employee group experience, economic indicators, and other factors.~~

~~———— If medical and dental insurance is desired, new employees must sign up for insurance coverage during the first week of employment. Coverage will begin immediately on the first day of full-time employment.~~

~~———— If the employee has maintained continuous full-time employment with the City, he/she may continue in the group health and dental insurance plans at retirement until Medicare eligible. The employee must submit his/her intent to continue insurance with the City at the same time he/she submits his/her application for retirement in order to be eligible.~~

~~———— Under the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA), qualified beneficiaries of group health plans who lose coverage as a result of a qualifying event are entitled to elect continuing coverage for a certain period of time.~~

~~———— If an employee opts to continue, he/she will be responsible to pay the full monthly premiums to the City plus any additional administrative processing fee as allowed by law and charged by the City. The City of Collinsville adheres to the Health Insurance Portability & Accountability Act of 1996 (HIPAA).~~

SECTION 8.4 LIFE INSURANCE

The City currently provides all full-time employees with life insurance coverage. ~~The City provides \$55,000 in insurance to all Department Heads and non-union employees with salaries in excess of \$35,000 per year. The City provides \$35,000 in insurance to non-union employees earning less than \$35,000 per year. Employees covered by collective bargaining agreements are provided varying amounts as stated in their collective bargaining agreements. This coverage ends when employment with the City ends. Employees who retiree may elect to continue the life insurance at their own cost. Contact the Human Resources Office for specific information regarding life insurance coverage. Life insurance benefits in excess of \$50,000 shall be subject to withholding taxes per IRS guidelines.~~

SECTION 8.5 PENSION

All full-time employees of the City participate in a pension plan. ~~The different pension plans are as follows:~~

Illinois Municipal Retirement Fund

~~All employees, except sworn police officers and firefighters, who are expected to work 1000 hours or more in a year are required to contribute to the Illinois Municipal Retirement Fund (IMRF), a statewide pension fund. Participation costs are collected through payroll deductions. The amount contributed is determined by State statutes. In addition, the City contributes an amount on behalf of each participating employee in accordance with State statutes. Employee contributions are tax deferred.~~

~~The IMRF also provides disability and death benefits to its members. Information regarding the IMRF and pension qualification requirements is available from the Human Resources Office.~~

Police and Fire Pension Funds

~~Participation in these pension programs is subject to the rules and regulations of the fund. The City of Collinsville Fire and Police Pension Boards manage the funds in accordance with Illinois law.~~

SECTION 8.6 RETIREMENT BENEFITS

Insurance Benefit

Employees who have maintained continuous full-time employment with the City may continue participation in the existing group health and dental insurance programs upon simultaneous application for retirement or for permanent disability. ~~If an employee chooses to continue the insurance upon retirement, the City will contribute an amount per month equal to the highest amount currently being provided in a City collective bargaining agreement at the time of retirement toward the retiree's premiums as long as the retiree remains on the City's insurance plan. All retirees shall be removed from the City's insurance on the first day of the month the retiree becomes eligible for Medicare. Retiree benefits for employees governed by an approved collective bargaining agreement or any employment agreement for an appointed official shall be as set forth in such agreements.~~

Sick Pay Benefit

Sick pay benefits are available upon retirement if an employee has maintained continuous full-time employment with the City and has accumulated sick days.

~~The City will pay retiring employees for earned sick leave up to a maximum of four hundred eighty (480) hours (sixty (60) earned sick days). Payment for up to four hundred eighty (480) earned sick leave hours shall be made in one (1) lump sum payment on the employee's last day of work. The employee's termination date shall be the last~~

~~day worked. The employee's health and dental insurance shall end at the end of the month in which the termination date falls, at which time the employee may begin paying the full premium(s) if continued coverage is desired.~~

~~Employees not covered by a collective bargaining agreement shall be paid for any unused sick leave as part of their separation pay for non-terminable separations provided the employee has vested in the IMRF fund or in the Police or Fire Pension Fund and leaves the contributions to that fund until such time as they elect to receive pension benefits.~~

SECTION 8.7 WORKER'S COMPENSATION INSURANCE

The City shall provide workers' compensation benefits in accordance with Illinois Compiled Statutes. The City will pay for all necessary first aid, medical, and surgical services reasonably required to cure or relieve the effect of any accidental injury or disablement suffered by an employee arising out of, or in the course of, employment with the City. However, Illinois law provides that, in order to protect their eligibility for such benefits, employees are required to report their on-the-job injuries within 45 days of their occurrences.

~~Employees may, at any time, secure their own physician, surgeon, and hospital services for work-related injuries. The City, through its workers' compensation administrator, reserves the right to have another doctor of their choice also examine the employee as deemed necessary.~~

~~Employees injured on the job shall receive all benefits as provided in the Illinois Compiled Statutes. If a Police Officer or Firefighter is disabled for a period that is longer than that provided by statute, benefits shall then be coordinated with the City's insurance carrier.~~

~~The Illinois Workers' Compensation Commission is responsible for administering the law, providing information, assisting employees and employers, and resolving any disputes regarding employees' entitlement to benefits and the amount of benefits. Medical care, temporary total disability, permanent disability, disfigurement, and death benefits are provided to employees in accordance with the regulations of the Workers' Compensation System in Illinois. Detailed information regarding the rights and obligations of employees under the Illinois Workers' Compensation Act may be obtained from the Human Resources Office or from the Illinois Workers' Compensation Commission.~~

SECTION 8.8 VOLUNTARY SICK ~~LEAVE (BANK)~~ PROGRAM

Objective

The City of Collinsville Sick Leave (Bank) Donation Program is intended for the purpose of alleviating the hardship caused when employees lose compensation as the result of a catastrophic illness or injury. This program provides additional paid leave to employees who have exhausted accrued leave. The Sick Leave Donation Program does not alter, amend, or change the Sick Leave Policy for the City of Collinsville and is in no way meant to establish any precedent under the Sick Leave Policy.

Bank Operations

- ~~a. A committee comprised of: the City Manager's Administrative Assistant, or his/her designee, who will serve as Secretary and voting member, 1 permanent department head, 1 rotating department head, and 2-4 employees will~~

~~administer the Bank. A quorum of the members must be present to conduct official business of the bank.~~

- ~~b. For Committee meetings convened for the purpose of reviewing a request, the rotating Department Head shall be the requestor's Department Head.~~
- ~~c. For Committee meetings convened for the purpose of reviewing the policies and operations of the Bank, the rotating Department Head shall be the Director of Human Resources.~~
- ~~2. The Committee will review request and make a written referral for approval or denial to be submitted to the City Manager to render a final decision.~~
- ~~3. All Committee recommendations require a majority vote of the Committee membership.~~
- ~~4. The Human Resources Office will be responsible for convening the Committee, coordinating the annual donation period, processing request, and maintaining appropriate related records.~~
- ~~5. The Committee will also be responsible for reviewing the policies and operations of the Bank on an annual basis to recommend changes and/or modifications.~~
- ~~6. The Bank will operate on a calendar Fiscal Year, beginning January 1st until December 31st.~~

Establishment of the Bank

~~The initial Bank will be established through the voluntary contribution of 1 sick day (8 hours) per participating employee, until such time the bank reaches 120 days (480 hours). After which donations will be annually, not to exceed 2 days (16 hours) per year, per participating employee, until the Bank reaches a specified number of days as established by the Committee. After the Bank has reached its target amount no contribution will be required by participating members. Should the total number of days withdrawn from the Bank equal the balance at any time, the Bank shall cease operations until it can be replenished.~~

Membership Eligibility and Restrictions

- ~~1. Any regular full time employee who has accrued sick time in excess of 75 hours is eligible for membership.~~
- ~~2. Membership eligibility for information concerning participation in the Bank begins upon the employee's original donation of **voluntary** sick leave, as specified in the Establishment of the Bank until the end of the fiscal year. **bank program, contact Human Resources.**~~
- ~~3. Enrollment and Membership in the Bank continues from year to year, provided the employee contributes additional days as requested by the Committee.~~
- ~~4. Eligibility is discontinued upon termination of employment, retirement, death, failure to donate sick days the following fiscal year, or written notice of withdrawal of membership to the Committee.~~
- ~~5. All donated hours are irrevocable as stated in the *Sick Bank Donation Form* and will not be returned upon termination of employment or retirement. No payment of benefit will be made to survivors in the event of death.~~
- ~~6. Members may not designate a particular individual to receive their donated leave.~~

~~Donations to the Bank (All donations are IRREVOCABLE)~~

- ~~1. New full time employees who have accrued sick time in excess of 75 hours will be allowed to enroll within 30 days of the accrual. These employees are subject to the initial one sick day (8 hour) enrollment criteria.~~
- ~~2. Existing employees shall be provided an opportunity to enroll during the annual benefits open enrollment period; however these employees must contribute an equal amount of sick leave that existing members have contributed, plus an additional sick day (8 hours) before they are eligible for sick leave bank usage, after which regular membership regulations apply.~~

~~Withdrawal Eligibility~~

- ~~1. Any regular full-time member who is unable to do his/her job assignment because of his/her non-service connected illness, injury, or catastrophic event may request a voluntary donation of sick time from the Sick Leave Bank.~~
- ~~2. Members of the sick leave bank are able to request a withdrawal from the Bank by completing a *Withdrawal Request Form*.~~
- ~~3. An eligible employee must have exhausted or be within ten (10) business days of exhaustion of all accrued leave (sick leave, vacation, compensatory time, and personal time) prior to applying.~~
- ~~4. An employee may receive donated leave for a maximum of 120 hours pending a recommendation from the Committee and final approval by the City Manager. Proper documentation and employee past sick time usage will be taken into consideration.~~
- ~~5. Granted requests are limited to one per fiscal. Granted request are limited to one per fiscal year.~~

~~Overview of Process~~

- ~~• Donation: Completion of a *Donor Membership Form* for approval~~
- ~~• Withdrawal:~~
 - ~~1. Submission of *Donation Request Form*~~
 - ~~2. Written referral of determination of eligibility and number of hours by Committee~~
 - ~~3. Decision by City Manager~~
- ~~• Requestor will receive a written notification of decision from the Committee~~

SECTION 8.9 PROFESSIONAL MEMBERSHIPS

The City encourages qualified employees to become members of professional organizations and associations, which are directly related to the employee's position with the City.

8.10. TUITION REIMBURSEMENT PROGRAM

The Tuition Reimbursement Program is designed to provide financial assistance to Collinsville employees that do not have the opportunity afforded through a collective bargaining agreement. The objective of this program is to allow employees to further their education while working for the City and fulfill their personal and professional goals, embracing an attitude of lifetime learning, and enabling them to become a provider of superior service.

SECTION 8.11 UNIFORM AND CLOTHING ALLOWANCE

Uniforms, uniform allowance, or clothing allowance may be furnished to certain City employees. Such uniforms must be kept clean, neat, and in good condition, and must be worn while performing duties for the City.

CHAPTER 9 MISCELLANEOUS

City of Collinsville Personnel Manual

SECTION 9.1 EMPLOYEE IDENTIFICATION

All City employees, ~~whose duties warrant identification~~, as representatives of the City of Collinsville, shall be furnished photo identification cards. ~~All costs for identification cards issued to an employee shall be borne by the City. Identification cards shall only be used in the course of conducting official business for the City. Identification cards may be obtained in the Human Resources Office.~~

~~SECTION 9.2 PROFESSIONAL MEMBERSHIPS~~

~~It is the policy of the City to encourage qualified employees to become members of professional organizations and associations, which are directly related to the employee's position with the City. The City, subject to approval by the Department Head, will pay annual membership fees as well as the costs associated with attendance at annual conferences and periodic luncheons. These payments will be subject to the amounts approved in the annual budget for this purpose.~~

SECTION 9.3 TRAINING AND CAREER DEVELOPMENT

The City is committed to providing and supporting employee training and career development and recognizes that attendance at and participation in seminars, conferences, workshops, and conventions is a valuable method for updating job knowledge, skills, and abilities. ~~Requests by employees to attend such training should be submitted through their immediate Supervisor for review and approval. Outside training programs must be approved by the employee's Department Head in advance of the commitment.~~

~~A. TUITION REIMBURSEMENT PROGRAM~~

Purpose

~~The Tuition Reimbursement Program is designed to provide financial assistance to Collinsville employees that do not have the opportunity afforded through a collective bargaining agreement. The objective of this program is to allow employees to further their education while working for the City and fulfill their personal and professional goals, embracing an attitude of lifetime learning, and enabling them to become a provider of superior service.~~

Eligibility

~~Only active, full-time permanent employees of the City of Collinsville are eligible for the Tuition Reimbursement Benefit. Eligible employees must pass their probationary period before applying for this benefit and must be actively employed at the time of course completion. Prior to the course enrollment, the employee's department head must pre-approve the course chosen. If the course is an elective, or part of a degree plan, the employee must provide the~~

~~degree plan. Failure to comply with these prerequisites will result in denial of tuition reimbursement.~~

Reimbursement

~~The City will pay the cost of tuition and books for approved courses, from an accredited institution, in the pursuance of a Master's, Bachelor's, or Associate's Degree up to 30 credit hours per year to any single employee at a rate not to exceed the current "new student" rate at SIU-Edwardsville.~~

Terms of Agreement

~~An employee who participates in the program agrees to remain in active, full-time employment for a period of five years from the date of the final course completion.~~

~~If the employee does not remain active, in full-time employment status, he or she must repay the City of Collinsville at the rate below:~~

- ~~• Less than 1 year following completion of final course(s) = 100% repayment~~
- ~~• 1 year following completion of final course(s) = 80% repayment~~
- ~~• 2 years following completion of final course(s) = 60% repayment~~
- ~~• 3 years following completion of final course(s) = 40% repayment~~
- ~~• 4 years following completion of final course (s) = 20 % repayment~~

Acceptable Courses

~~All courses must be approved by the employee's department head, based on the following guidelines:~~

- ~~• Job related courses that improve the employee's work performance on his or her current job.~~
- ~~• Part of a curriculum leading to a degree in a job-related field. The employee must furnish a degree plan that outlines all courses to be successfully completed to receive the degree.~~

Minimum Grades

~~Reimbursement shall be made for classes in which a grade of a "C" or better, or a Pass, in a pass-fail class is achieved.~~

~~Violations _____ of _____ the~~

Program Details

Violations of the program's rules include, but are not limited to the following:

- Providing false information
- Misuse of City funds
- Misrepresentation or failure to disclose financial aid, enrollment dates, grades, attendance, transcripts, and original certificates.

Violators will be subject to discipline, up to and including suspension, and **For complete details regarding the Tuition Reimbursement Program, including information about the denial types of future tuition courses qualify for reimbursement, discharge, and referral for possible criminal prosecution.**

Employee Responsibilities

It is the employee's responsibility to provide the ~~please contact~~ Human Resources Department and his/her Department Head with written notification of any changes to the information originally provided notice of intent. This includes any and all information relating to financial aid, withdrawal from classes and changes in degree programs.

Payment Process:

1. Order official transcripts from the school to be mailed directly to City Hall, 125 S. Center St., Collinsville, IL 62234, attention Human Resources
2. Complete the *Application for Tuition Reimbursement Form*
3. Submit an original account summary from the financial aid/bursar's office with the student account (itemized bill: tuition, registration fees, etc.). Account summary must reflect a zero balance.
4. Submit original payment receipts indicating that the employee has paid the tuition required and purchased the required text books.

SECTION 9.4 TRAVEL REGULATIONS AND REIMBURSEMENTS

A. GENERAL REGULATIONS

The City's goals are to allow travel arrangements that (1) demonstrate good stewardship of public funds, (2) provide equitable treatment of all personnel, and (3) allow travel in a manner that is dignified and reflects credit on the City of Collinsville. These regulations are applicable for all travel expenses incurred on behalf of the City by employees, elected officials, and board or commission members. Where these regulations do not adequately cover a travel situation, the City Manager may authorize exceptions.

~~No personal expenses will be reimbursed by the City. There is no objection to a spouse and/or other family members traveling on an official trip, but no expenses directly attributable to them will be reimbursed by the City.~~

B. TRAVEL ADVANCE

~~A travel advance, in an amount not to exceed 80% of estimated out of pocket expenses for the trip, may be secured by use of the Travel Advance Request Form. The form should be approved by the Department Head and submitted to the Finance Department~~

~~no later than two weeks prior to the date of the trip. An advance will be made in the form of a check.~~

~~C. TRAVEL EXPENSE REPORT~~

~~Within two weeks after returning from a trip, a Travel Expense Report must be completed by the traveler, approved by his/her Department Head and forwarded to the Finance Department along with any unused portion of the travel advance. Required receipts should be attached to the travel expense report. If the purpose of travel is for a conference, seminar or other training program, an agenda should also be attached. If actual expenses exceed the travel advance, the excess amount will be reimbursed in the form of a check.~~

~~D. USE OF COMMERCIAL CARRIER~~

~~Commercial carrier fares will be limited to "coach" or "economy" fares when such services are available. Travel to and from stations and airports may be by bus, limousine, taxi, or private vehicle (for which mileage will be paid), whichever is least costly. When possible, travel arrangements should be made with a City credit card or billed directly to the City. Receipts for transportation costs will be required.~~

~~E. USE OF VEHICLES~~

~~City owned vehicles will be used for travel when available. Private vehicles may be used for travel on City business. Reimbursement will be based on the standard mileage rate (as determined by the IRS) plus tolls and parking charges.~~

~~When two or more people travel in the same private vehicle, reimbursement will be paid to the owner of the vehicle. Mileage reimbursement will be based on the actual number of miles driven while traveling on City business.~~

~~F. TRAVEL TIME EXCEEDING ONE DAY~~

~~Employees should not drive to meetings and conferences when the travel time in route to the destination requires more than one day. In such instances, no reimbursement will be made for any lodging, meals or other expenses incurred in route, unless prior approval is received from the City Manager.~~

~~G. VEHICLE RENTAL~~

~~There may be an occasion when rental of a vehicle may be appropriate (i.e. great distance between hotel and conference sites, or a group of City employees/officials traveling together). "Good Judgment" is encouraged when determining the need for a rental. The actual cost will be reimbursed and receipts will be required.~~

~~Rental car expenses will be authorized when it is less expensive than the use of a private vehicle as discussed in section E.~~

~~H. LODGING~~

~~Hotel or motel reservations are expected to be made well in advance to ensure that lodging is secured at moderate rates. Receipts for lodging will be required. Reimbursement of lodging will be limited to the minimum number of nights required to conduct City business. For example, if a conference opens on Sunday evening and closes Thursday, reimbursement for Sunday through Wednesday night would be allowed. If the traveler chooses to arrive earlier or stay later, the additional lodging and other expenses related to this decision are personal expenses and will not be reimbursed. There may be instances in which significant savings in travel expenses may be achieved by taking advantage of discount fares requiring an additional night's stay. Prior authorization by the Department Director will be required to utilize this arrangement.~~

~~No lodging expense will be reimbursed for meetings or conferences held in the St. Louis area unless prior approval is obtained from the City Manager.~~

~~**I. MEALS AND MISCELLANEOUS EXPENSES**~~

~~Per Diem is the allowance for meals and incidental expenses (gratuities, personal telephone calls, baggage storage, etc.) The General Services Administration (GSA) establishes per diem rates for destinations within the Continental United States (CONUS). Employees authorized to travel overnight will be approved for a travel per diem at the meals and incidental expense rate as determined by the GSA. An employee need not collect or submit receipts to justify meal expenses and may receive an appropriate advance toward this per diem. All travel expenses included in the per diem should not be charged to a City issued credit card.~~

~~The per diem amount for a travel destination may be determined by consulting the GSA website (www.gsa.gov) or the Finance Department. Please note that per diem rates are updated annually on October 1st.~~

~~Employees shall be paid one half of the daily per diem amount for the day they leave on a trip if they leave after 1:00 p.m. or the day they return from a trip if they return prior to 5:00 p.m.~~

~~If the City is paying for any of the traveler's meals as part of the registration fee, hotel reservation or overall package for the trip, a deduction shall be made in the daily per diem. The deduction will be at the rate determined by the GSA in the meals and incidental expense breakdown.~~

~~Per Diem does not apply to local travel. Employees may be reimbursed for reasonable cost of meals at the discretion of the Department Director when attendance at meetings, seminars, conferences, etc. does not require overnight travel. Itemized receipts must be provided. Reimbursement will be made in the form of a check or from petty cash, if available.~~

~~**J. ENTERTAINMENT**~~

~~Only the following individuals have authority to make entertainment expenditures: the City Manager, department directors and elected officials. All others must have prior approval from the City Manager. The amount expended for entertainment must be reasonable and the purpose must be well defined and in the City's interest. The City will reimburse employees for actual expenditures related to entertainment only when receipts and documentation (including names and titles of individuals present) are submitted to the Finance Department.~~

~~K. — REGISTRATION FEES~~

~~When possible, registration fees should be paid with a City credit card or billed directly to the City. Registration and tuition fees for pre-approved professional meetings, seminars and conferences will be reimbursed if not prepaid by the City. Receipts will be required.~~

~~SECTION 9.5 — UNIFORM AND CLOTHING ALLOWANCE~~

~~Uniforms, uniform allowance, or clothing allowance may be furnished to certain City employees. Such uniforms must be kept clean, neat, and in good condition, and must be worn while performing duties for the City. At the time of separation from employment with the City, employees must return rented uniforms in good condition.~~

~~No advanced payments shall be made for uniforms and/or clothing. Reimbursement shall be made only after authorized purchases are made and receipts are submitted with an expense voucher. Uniform or clothing allowance shall be subject to withholding taxes per IRS regulations.~~

~~SECTION 9.6 — PERSONAL APPEARANCE AND WORK ATTIRE~~

~~The City of Collinsville adheres to a philosophy that its employees are representatives of the organization and, as such, have a responsibility to project a professional appearance in a business setting. Reasonable dress standards and good grooming contribute to the City's image, as well as the morale of the employees, and subsequently to the productivity of the organization. Each City employee is therefore expected to dress appropriately according to the requirements of his/her position in order to promote a safe working environment and to project a professional image to the public, as well as fellow workers.~~

~~Without unduly restricting individual tastes, the following personal appearance guidelines should be followed:~~

- ~~• Shoes must provide safe, secure footing, and offer protection against hazards.~~
- ~~• Mustaches and beards must be clean, well-trimmed, and neat.~~
- ~~• Hairstyles and color are expected to be in good taste.~~
- ~~• Offensive body odor, excessive use of perfume, cologne, or aftershave lotion, and poor personal hygiene are not professionally acceptable.~~
- ~~• Jewelry should not be functionally restrictive, dangerous to job performance, or excessive.~~

- ~~Facial jewelry, such as eyebrow rings, nose rings, lip rings, and tongue studs, is not professionally appropriate and must not be worn during business hours.~~
- ~~Torso/body piercings with visible jewelry or jewelry that can be seen through or under clothing must not be worn during business hours.~~
- ~~Visible excessive tattoos and similar body art must be covered during business hours.~~

~~In addition, particular departments may have other specific appearance rules or guidelines for employees in those departments.~~

~~All Employees~~

~~Each employee knows the business situations that they will face on any particular day. Employee should dress accordingly so as to represent the City in the most favorable and professional manner. All employees should wear clothing that is neat, clean, and appropriate. Those employees, who are required to wear uniforms, will continue to do so. Those should be complete, clean, and in good condition.~~

~~For those employees in public view, who meet customers, attend meetings, or who have business appointments outside their department should dress according to the business needs for that occasion. The City will rely on employees to exercise good judgment.~~

~~Business Attire~~

~~— All City Hall management personnel are required to wear business attire except for those employees in uniform or on days designated as “casual days”.~~

~~Business attire is required of all staff presenting at City Council meetings or attending other public meetings within the organization. When attending meetings outside the organization care should be given to the attire so that it reflects positively on the City.~~

~~Casual Days~~

~~— Although traditional business attire is expected during regular business hours, the City Manager may allow employees to dress casually on a designated day of each workweek (typically Friday, the last workday of each workweek, or the day before a holiday). Casual clothing deserves the same attention to detail as a traditional business wardrobe. All clothing should be neat, clean, and pressed, not torn or frayed, and in accordance with individual departmental policies.~~

~~— Non-uniformed employees are allowed to make intelligent judgments about items that are appropriate to wear on business and casual days however overall discretion will be left to the Department Head and/or City Manager.~~

~~— Examples of inappropriate clothing items that should not be worn on casual days or any work day include:~~

- ~~jeans that are excessively worn or faded~~
- ~~sweat pants~~
- ~~jogging/sweat suits~~
- ~~spandex or other form fitting pants~~
- ~~T-shirts~~

- ~~clothing with offensive messages or images~~
- ~~tank tops~~
- ~~halter/halter tops~~
- ~~tops/dresses with bare shoulders unless worn under a blouse or jacket~~
- ~~visible undergarments~~
- ~~slippers/flip flops~~

~~While the City provides the opportunity for attire that is more casual on designated days, there may be times when job functions, such as business meetings, dictate wearing business attire on a “Casual Day”. Common sense and good judgment are the keys in the application of casual attire. If an employee has a question regarding the appropriateness of the attire, he/she should check with his/her immediate Supervisor for guidance.~~

~~Supervision and enforcement of these attire guidelines shall be the responsibility of each Supervisor. An employee in violation of this policy may be sent home by his/her immediate Supervisor and instructed to return in clothing that is more appropriate. Repeated violations may be grounds for disciplinary action including termination. The City of Collinsville reserves the right to amend this policy at any time.~~

SECTION 9.7 LITIGATION INVOLVING CITY EMPLOYEES

Any employee of the City who receives any summons, notice, or complaint alleging any claim or cause of action arising as a result of the performance of official duties as an employee of the City shall immediately notify his/her immediate supervisor and Department Head and furnish to him/her a copy of said summons, notice, or complaint who shall thereafter forward said materials to the ~~Assistant~~ City Manager.

~~The City Manager shall thereafter forward said summons, notice, or complaint to the City’s insurance carrier. The City’s insurance carrier shall make a determination whether it will undertake the defense of the employee and provide coverage for any damages resulting from the claim or cause of action under the terms of the City’s policy. If the City’s insurance carrier determines that the alleged claim or cause of action does not result in a circumstance included in the City’s coverage, then the City Manager shall determine whether the claim or cause of the action did in fact arise as the result of the legitimate and reasonable performance of official duties. If the City Manager’s determination is affirmative and, with the consent of the employee, the City of Collinsville shall undertake the defense of said claim or cause of action at City expense, and in the further event that a judgment is entered against said employee in the cause of action, the City of Collinsville shall indemnify the employee from any portion of the judgment not satisfied by the City’s insurance carrier.~~

SECTION 9.8 DISCLAIMER

This Manual, and the policies it contains, is not intended to form a contract of employment either expressed or implied. As such, the City of Collinsville Personnel Policy Manual may be varied from, amended, supplemented, or discontinued at any time, with or without notice. Furthermore, no policy, benefit, or procedure set forth in this Manual implies, or may be

construed to imply, that it or any portion thereof is an employment contract. No property or tenure rights in employment shall be created, or deemed to be created, by this Manual. The text of this Manual is intended only to describe the policies and procedures of the City, relative to human resources management.

PERSONNEL POLICY MANUAL ACKNOWLEDGEMENT FORM

In the State of Illinois, it is presumed by case law that all employees are “at will”. Except for employees under the jurisdiction of the Board of Fire and Police Commission or the Civil Service and rules governing those bodies and those governed by an approved collective bargaining agreement or other approved employment agreement, employment with the City of Collinsville is “at will”. This means that both the employee and the City have the right to terminate the employment relationship at any time, for any reason not prohibited by law, or no reason, with or without notice. The at-will employment relationship cannot be modified, except by ordinance or by a duly authorized and executed collective bargaining or other written employment agreement. This Manual, and the policies it contains, is not intended to form a contract of employment either expressed or implied. As such, the City of Collinsville Personnel Policy Manual may be varied from, amended, supplemented, or discontinued at any time, with or without notice. Furthermore, no policy, benefit, or procedure set forth in this Manual implies, or may be construed to imply, that it or any portion thereof is an employment contract. No property or tenure rights in employment shall be created, or deemed to be created, by this Manual. The text of this Manual is intended only to describe the policies and procedures of the City, relative to human resources management.

Since the information, policies, and benefits described here are necessarily subject to change, I acknowledge that revisions to the handbook may occur. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies. Only the City Manager of the City of Collinsville has the ability to adopt any revisions to the policies in this handbook.

I acknowledge that I have received a copy of the employee handbook for the City of Collinsville. I also acknowledge that I have read this manual in its entirety and am familiar with its contents. The employee handbook describes important information about the City, and I understand that I should consult the Human Resources Office regarding any questions not answered in the handbook.

Furthermore, I acknowledge that this handbook is neither a contract of employment nor a legal document.

EMPLOYEE'S NAME (printed): _____

EMPLOYEE'S SIGNATURE: _____

DATE: _____



Employee Handbook

City of Collinsville

ADOPTED BY ORDINANCE #4578

JANUARY 28, 2013

AMENDED BY ORDINANCE #XXXX

JANUARY 1, 2017

The City of Collinsville's Mission is to provide superior municipal services through an engaged workforce while partnering with the community and being responsible stewards of the public tax dollars resulting in satisfied customers.

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CHAPTER 1 INTRODUCTION

SECTION 1.01 WELCOME

Congratulations on your employment with the City of Collinsville. In accepting employment with the City, you take the important responsibility of being part of a municipal organization, which provides essential services to its citizens. Please keep in mind that our primary goal is to serve the best interests of the citizens of the City. As local public officials and employees, we are the primary service organization for City residents. Customer service must be our first priority and every citizen is our best customer. Each public contact is an opportunity for excellent performance. As a representative of the City of Collinsville, you should conduct yourself in an appropriate and courteous manner.

The City also recognizes that the well-being of its employees is essential to the maintenance of a high standard of operation. As a City employee, you receive many employment benefits in addition to a competitive salary. In return, you perform your job to the best of your ability, to be dependable, and to abide by the policies of the City.

This City of Collinsville Personnel Policy Manual provides relevant information regarding City policies and benefits. If you have questions regarding the information provided herein, please contact your immediate supervisor or the Office of Human Resources. From time to time, you will receive updated pages reflecting the changes made to policies, procedures, or benefits. Please keep your Manual current by inserting the new pages and destroying outdated pages.

SECTION 1.02 BACKGROUND

The City of Collinsville has experienced considerable changes and growth since its coal mining days at the turn of the century. Collinsville is a growing community in the St. Louis metropolitan area. Collinsville is a haven for people who have grown weary of the hustle and bustle of urban living and desire a small-town atmosphere. Rolling hills, large homes, and shaded streets add beauty and a sense of the past. Collinsville's Comprehensive Plan for growth has a goal of improving the community while protecting property values and quality of life. The City of Collinsville boasts a growing hospitality district with hotel accommodations and the Gateway Center, Southwestern Illinois' premiere convention and visitor's center.

The City is also home to the District 11 Illinois State Police and Illinois Department of Transportation Headquarters, and Fairmount Park Racetrack. The City operates under the Council-Manager form of government that consists of a City Council comprised of a Mayor and four Council members elected at-large, and a City Manager appointed by the Council. The term of the Mayor and Council is four years.

The Mayor serves as chair of the Council and as Liquor Commissioner. The City Manager serves as chief administrator of the City, under the direction of the Council. Under this form of government, the Mayor, appoints the City Clerk, City Treasurer, City Attorney, and Corporate Counsel with approval by the City Council, while the City Manager appoints all other positions.

SECTION 1.03 PURPOSE AND MISSION STATEMENT

The purpose of the City of Collinsville Personnel Policy Manual is to establish a sound human resources program based on policies equitable to the employees, employer, and taxpayers. Systematic application of policies results in outstanding employee performance and morale.

The mission of the City of Collinsville is to provide superior municipal services through an engaged workforce while collaborating with the community and being responsible stewards of the public tax dollars resulting in satisfied customers.

SECTION 1.04 APPLICATION AND SCOPE

This document is the City of Collinsville Personnel Policy Manual. This Manual assists employees in performing their duties and responsibilities. It does not cover every aspect of City operations. The general administrative and procedural policies of the City of Collinsville Personnel Policy Manual apply to all City employees, unless stated otherwise. The benefit policies of the City of Collinsville Personnel Policy Manual apply to all regular, full-time employees, unless stated otherwise. The City Manager shall decide all disputes or questions relating to the determination of whether a policy is administrative and/or procedural in nature. Additionally, the various City departments may establish working regulations and operating procedures to supplement the policies set forth in this Manual.

Except for employees under the jurisdiction of the Board of Fire and Police Commission or the Civil Service and rules governing those bodies and those employees covered by an approved collective bargaining agreement or other approved employment agreement with specific terms altering the at-will nature of the employment relationship, employment with the City of Collinsville is “at will”. This means that both the employee and the City have the right to terminate the employment relationship at any time, for any reason not prohibited by law, or no reason, with or without notice. The at-will employment relationship cannot be modified, except by ordinance or by a duly authorized and executed collective bargaining or other written employment agreement. This Manual, and the policies it contains, does not form a contract of employment either expressed or implied.

As such, the City of Collinsville Personnel Policy Manual may be varied from, amended, supplemented, or discontinued at any time, with or without notice. To the extent any specific provision in this Manual

differs from the provisions of an applicable collective bargaining agreement, the terms of the collective bargaining agreement will control for employees covered by that collective bargaining agreement. This Manual supersedes all other previous personnel rules, regulations, policies, and procedures, written or oral. In the event that any provisions of this Manual conflict with the laws of the State of Illinois or the United States Government, the applicable state or federal provision(s) shall take precedence. The term “Manual” shall mean this handbook and all of its appendices collectively.

SECTION 1.05 SUBJECT TO CHANGE

The policies, procedures, and practices in the City of Collinsville Personnel Policy Manual are subject to modification and further development as determined by the City Council, as well as changes in state and federal law. The City Council approves revisions to the policies outlined in this Manual. The City Manager must approve any procedural changes in this Manual. The City Manager shall determine policy that requires City Council review and policy relative to administrative procedural matters.

SECTION 1.06 DEPARTMENTS

The City is organized into the following departments:

- Administration
- Finance
- Community Development
- Fire
- Police
- Public Works

SECTION 1.07 ASSIGNMENT AND PERFORMANCE OF DUTIES

All City employees are subject to the general rules and regulations of the City as outlined in this Manual and in other City procedures. Nothing in this Manual precludes, or shall be construed as precluding, the establishment of written departmental rules and regulations setting forth internal departmental operational policies and procedures. If a conflict occurs between the policies of the City and the rules of any department, the policy or procedure as identified in this Manual shall govern. This Manual cannot be all-inclusive of other policies or regulations that may have a relationship in some manner to employment conditions and/or obligations.

Employees shall perform the duties assigned to them by their immediate Supervisor or Department Head, or as directed by the City Manager or his/her designated representative. The City Manager shall decide all disputes or questions relating to the respective powers, duties, or obligations of all

employees. Employees with approved collective bargaining agreements are also subject to the terms and conditions of said agreement.

CHAPTER 2 EMPLOYMENT TERMS

SECTION 2.01 DISCRIMINATION, HARASSMENT, AND THE INTERACTIVE PROCESS

POLICY

Discrimination

The City is committed to the principle of recruiting and selecting employees based on their ability to perform the functions of the position available and in accordance with the City's policy of equal opportunity. No unlawful discrimination shall be tolerated due to race, sex, pregnancy, pregnancy-related disability, national origin, religion, disabilities, age, marital status, veteran status, political affiliation, sexual orientation (including gender identity), or any other basis prohibited by applicable federal, state, or local fair employment laws or regulations, or the Illinois Human Rights Act.

The City of Collinsville assures Equal Employment Opportunity in all of its employment practices including those pertaining to recruitment, hiring, placement, compensation, transfers, promotions, practices, evaluations, benefits, training, layoff recall, discipline, demotions, and terminations. These employment practices are administered in accordance with the law as set forth in all applicable laws and regulations.

Harassment

Unlawful harassment in the workplace is prohibited. Harassment is any unwelcome conduct, whether verbal, graphic, or physical based on a person's protected characteristic, including, but not limited to, race, sex, pregnancy, pregnancy-related disability, national origin, religion, disabilities, age, marital status, veteran status, political affiliation, sexual orientation (including gender identity), and any other characteristic protected by applicable law. The City will not tolerate harassment of employees that interferes with an individual's work performance or creates a hostile, intimidating, or offensive work environment.

No employee shall explicitly or implicitly ridicule, mock, deride, or belittle any other employee or conduct himself/herself in a manner that has the purpose or effect of interfering with an employee's work performance or creating an intimidating, hostile, or offensive working environment.

Employees shall not make offensive or derogatory comments based upon sex, pregnancy, pregnancy-related disability, sexual orientation (including gender identity), race, religious practices, physical or mental disability, citizenship status, national origin, age, color, or any other characteristic protected by applicable law, either directly or indirectly, to another employee. Retaliation against an individual for reporting or complaining about acts of harassing conduct is prohibited.

Under Illinois law, sexual harassment is any “unwelcome or repeated sexual advances or requests for sexual favors, and conduct of a sexual nature when (1) submission to such conduct is made, either explicitly or implicitly a term or condition of an individual’s employment, (2) submission to, or rejection of, such conduct is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of substantially interfering with an individual’s work performance or creating an intimidating, hostile, or offensive working environment”.

Interactive Process (Americans with Disabilities Act)

The City also makes reasonable accommodations for employees with disabilities. The City engages in the interactive process with employees who have disabilities to determine if there is a reasonable accommodation that, if granted, would allow the employee to perform the essential functions of the employee’s job.

Employees who violate this policy are subject to appropriate discipline. If an investigation results in a finding that this policy has been violated, the mandatory minimum discipline is a written reprimand. The discipline for very serious or repeat violations is termination of employment. Persons who violate this policy may also be subject to civil damages or criminal penalties.

PROCEDURE

Discrimination

Employees who believe they have been discriminated against, harassed, or retaliated against in violation of this policy may direct their complaint to any of the following: Office of Human Resources at (618) 346-5200 ext. 1131; their supervisor; the City Manager or the members of the City Council.

Harassment

If an employee believes that he or she has been subject to sexual or other harassment or any unwelcome sexual attention, he or she may address the situation directly and immediately to the harasser, if possible. If the inappropriate conduct does not cease, or if the employee is unable to or uncomfortable with addressing the alleged harasser directly, he or she should report the incident to his or her own supervisor, or to the Human Resources Coordinator. It is helpful, but not required, to provide a written record of the date, time and nature of the incident(s) and the names of any witnesses.

Sexual harassment can occur between men and women, or between members of the same sex. This behavior is unacceptable in the workplace itself and in other work-related settings such as meetings, hearings, and City-related or sponsored social events. In addition, sexual and other forms of unlawful harassment can occur in interactions between City employees and persons not employed by the City with whom employees must come into contact in connection with their employment. The City will take appropriate action to address harassment from those not employed by the City when such harassment occurs in connection with the employee’s performance of duties for the City.

Prohibited acts of sexual harassment can take a variety of forms ranging from subtle pressure for sexual activity or contact, to physical contact. At times, the offender may be unaware that his or her conduct is offensive or harassing to others. Sexual harassment may include, but is not limited to:

- Persistent or repeated unwelcome flirting, pressure for dates, sexual comments, explicit sexual propositions;
- Sexually suggestive jokes, gestures or sounds directed toward another, or sexually oriented or degrading comments about another person;
- Foul or obscene language;
- Physical contact such as patting, pinching, or brushing against another person's body;
- Preferential treatment of an employee, or a promise of preferential treatment to an employee, in exchange for dates or sexual conduct; or the denial, or threat of denial, of employment, benefits, or advancement for refusal to consent to sexual advances; and
- The open display or distribution of sexually oriented pictures, posters, calendars, printed jokes, or other material offensive to others.

Supervisors must deal expeditiously and fairly with allegations of sexual harassment within their departments whether or not there has been a written or formal complaint. They must:

- Take all complaints or concerns of alleged or possible harassment or discrimination seriously no matter how minor or who is involved.
- Ensure that harassment or inappropriate sexually oriented conduct is immediately reported to HR so that a prompt investigation can occur.
- Take any appropriate action to prevent retaliation or prohibited conduct from recurring during and after any investigations or complaints.
- Managers and supervisors who knowingly allow or tolerate sexual harassment or retaliation, including the failure to immediately report such misconduct to HR, are in violation of this policy and subject to discipline.

NOTWITHSTANDING THE FOREGOING, AN EMPLOYEE MAY REPORT SUCH INCIDENTS TO ANY PERSON OCCUPYING A SUPERVISORY POSITION, INCLUDING, BUT NOT LIMITED TO THE CITY MANAGER.

Based upon the investigation and recommendation by the Office of Human Resources, the City Manager will review the information and will make a recommendation to the City Council as to the appropriate action to take to resolve the issue, if any. All reporting, investigation, and action taken is confidential, to the extent legally allowable.

Note that if any employee desires to report harassment and/or discrimination, the employee also has the option of contacting the Illinois Department of Human Rights at (217) 785-5100 or the Illinois Human Rights Commission at (217) 785-4350.

Remedies available through the Human Rights Department and Human Rights Commission in case of a valid substantial complaint may include, but are not limited to: (a) cease and desists orders; (b) hiring, reinstatement, promotion, back pay and employee benefits, actual damages, attorney's fees and costs, compliance reports, posting notices of compliance notices, and loss of public contracts.

To ensure the prompt and thorough investigation of a sexual harassment complaint, the complainant should provide as much of the following information as is possible:

- The name, department, and position of the person or persons allegedly causing the harassment.
- A description of the incident(s), including the date(s), location(s) and the presence of any witnesses.
- The effect of the incident(s) on the complainant's ability to perform his or her job, or on other terms or conditions of his or her employment.
- The names of other individuals who might have been subject to the same or similar harassment.
- What, if any, steps the complainant has taken to try to stop the harassment.
- Any other information the complainant believes to be relevant to the harassment complaint.

Interactive Process (Americans with Disability Act)

If an employee has a disability (as defined in the Americans with Disabilities Act) and desires an accommodation, the employee should contact Human Resources.

SECTION 2.02 RECRUITMENT AND SELECTION

POLICY

The Civil Service Commission (CSC) is responsible for examination, appointment, and discharge of all civil service positions within the City of Collinsville, except as modified by a collective bargaining agreement, as permitted by law.

The Board of Fire and Police Commissioners is responsible for examination, appointment, and discharge of all sworn police officer and firefighter positions within the City of Collinsville, except as modified by a collective bargaining agreement, as permitted by law.

Other City positions will be filled in accordance with applicable law. The City generally will post positions that become available.

SECTION 2.03 NEPOTISM

POLICY

Employment and personnel decisions shall not be made based on nepotism, or under circumstances that reasonably create the appearance of nepotism to the public. The City discourages the hiring of more than one member of a family, or having more than one relative of the same family in its employ at any time.

A “relative” or “family member” shall mean husband, wife, children, father, mother, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandchild, grandfather, or grandmother. “Employment” does not include uncompensated appointed service on City commissions, committees, boards, or volunteers.

This policy does not apply to employees whose hiring precedes the candidacy and election of a family member to the City Council. This policy also does not apply to existing instances of employees who were hired prior to the adoption of the Manual and have other family members employed by the City.

The following employment practices shall be prohibited:

- Hiring relatives of elected City officials, Fire and Police Commission Board members, or the City Manager;
- Supervising an employee by a family member who is also employed by the City.

Employees may supervise relatives who are hired for seasonal or temporary positions.

SECTION 2.04 PHYSICAL EXAMINATIONS AND MEDICAL TESTS

POLICY

After a conditional job offer has been made, an applicant will submit to a physical examination and drug screen provided by a physician or physicians selected and paid for by the City. When the examination appointment is made, a copy of the job description shall be sent to the physician. Current employees will be required to submit to a physical examination when, in the City’s judgment, job-related business necessity require such an examination. Included with the applicant’s physical examination is a mandatory drug test in accordance with the City’s Drug and Alcohol Policy.

Certain Fire Department and Public Works Department employees' physical examinations shall be subject to the Respiratory Protection guidelines as established by the Illinois Department of Labor. Employment with the City is contingent upon the satisfactory outcome of said examinations. Additional physical examinations and/or medical tests may be required if the initial examination's findings dictate them. The initial physical examination and any additional physical examinations and/or medical tests shall be conducted by a physician or physicians designated by the City.

The City Manager and a Department Head may require an employee to undergo a physical or psychological examination or medical test at any time when job-related and consistent with business necessity.

PROCEDURE

Medical examination expenses shall be performed by a physician or physicians designated by the City, and at the City's expense. The Office of Human Resources schedules the medical appointment and if an appointment cannot be kept, it is the responsibility of the employee to notify HR and reschedule the appointment.

Employees entering certain jobs may be required to complete a successful job-related physical examination before starting work. Employment in these positions is conditional upon satisfactory completion of the medical evaluation, and candidates for these positions should be so advised. Currently, all records of medical examinations conducted under this policy are maintained in the Office of Human Resources for the duration of an individual's employment and in accordance with State and Federal requirements. The examining clinician is expected to review the results of the examination with each program participant and provide appropriate referral(s) for abnormal findings. Employees may obtain access to or a copy of medical records within fifteen (15) days of a request, without cost.

SECTION 2.05 RESIDENCY REQUIREMENT

POLICY

The City Manager must establish residency within the City limits within one year of appointment and maintain residency for the duration of employment.

CHAPTER 3 EMPLOYEE CLASSIFICATION AND COMPENSATION

SECTION 3.01 EMPLOYMENT DEFINITIONS

POLICY

All general administrative and procedural policies in the City of Collinsville Personnel Policy Manual apply to all employees of the City except as noted otherwise in the text. All benefit policies in the City of Collinsville Personnel Policy Manual apply to all full-time employees of the City except as noted otherwise in the text.

Appointee

With the consent of City Council, the Mayor duly and officially appoints an employee. The City Manager, City Treasurer, City Clerk, Corporation Counsel, and City Attorney are appointed by the Mayor with the consent of the City Council.

The City Manager has the authority to appoint and remove all directors of departments as expressed in 65 ILCS 5/5-3-7 and those employees not subject to Civil Service Commission regulations.

Full-Time Employee

An employee in a position which normally requires the performance of duty for thirty (30) hours or more per week and who is hired for a specific position, with no specific date upon which employment ends. The position is not temporary, seasonal, or part-time.

Part-Time Employee

An employee in a position which normally requires the performance of duty for less than thirty (30) hours per week and less than 1,000 hours per anniversary year and who is hired for a specific position, with no specific date upon which employment ends.

Temporary Employee

An employee in a position which normally requires the performance of duty for less than thirty (30) hours per week and who is hired for a specific position, with a specific date of ninety (90) days upon which employment ends.

Seasonal Employee

An employee in a position which normally requires the performance of duty for less than thirty (30) hours or fewer per week and who is hired for a specific season, with a specific date of ninety (90) days upon which employment ends.

Hourly Employee

An employee paid by the hour. An hourly employee is generally paid overtime for hours worked in excess of forty (40) hours per workweek.

Salaried Employee

An employee paid a set rate for each pay period. A salaried employee may or may not receive overtime pay depending on the Federal Labor Standards Act classification of the position (see below.)

Exempt Employee

An employee exempt from (not entitled to) overtime compensation for hours worked in excess of forty(40) hours in any given work week in accordance with the Federal Labor Standards Act.

Non-Exempt Employee

An employee not exempt from (entitled to) compensation at the rate of one and one half (1.5) times regular hourly pay for all hours worked in excess of forty (40) hours in any given work week (except as provided otherwise in this Manual). Non-exempt employees are referred to herein as “hourly employees.”

SECTION 3.02 COMPENSATION PLAN

POLICY

The City of Collinsville Compensation Plan shall apply to all City employees, except those employees governed by a valid collective bargaining agreement or the City Manager. The City strives to assure internally equitable and externally competitive rates of pay to employees; to provide a means for planning and controlling direct payroll costs; to maintain efficient administrative procedures; and, to ensure compliance with applicable laws and regulations.

The purpose of the City’s compensation plan is to encourage the retention of well-qualified, dedicated employees and to insure the effective, efficient, and safe delivery of City services. The establishment of a competitive and fair compensation system, which enables employees to receive pay increases based on skill, ability, and contribution to the City’s success and service to our citizens, along with quality group insurance and state retirement programs, is designed to encourage employees to make long-term commitments for employment with the City of Collinsville. The City’s general intent is to budget adequate funding for the system so it may function as designed.

SECTION 3.03 PERFORMANCE APPRAISALS

POLICY

A program for evaluating the work performance of all employees in the City's service shall be maintained. Human Resources, in cooperation with department heads, will administer a system of rating employee performance. The standards of performance recommended as a basis of such rating will have reference to the quality and quantity of work done, the manner in which the work is done, the conduct of employees and faithfulness to their duties and other characteristics which measure the value of the employee.

The purpose of these evaluations is to enable employees and supervisory personnel to work together to improve job performance and, therefore, the service provided to the citizens of the City. The job performance evaluation will be completed and rated by the evaluator. The employee will have the space provided and the right to comment on the rating. The employee, as well as all individuals involved in the rating process, will be required to sign and date the form. The City will make efforts to schedule performance appraisals approximately annually.

Performance evaluations may also be used in determining position status or dismissal; as a factor in determining order of layoff; as a basis for training, promotions, demotions, and transfers; and for such other purposes as may be set forth in this manual.

PROCEDURE

Each department shall prepare, on forms prescribed by the Office of Human Resources, records of the performance of each employee. Job performance evaluations for all personnel, including sworn and non-sworn personnel, will be done periodically in a manner established by this manual or by department policy. The City Manager may make exceptions to the performance evaluation procedure where appropriate.

SECTION 3.04 PROMOTIONS AND TRANSFERS

POLICY

The City may promote or transfer from within the City's workforce when it is in the best interests of the City to do so.

Promotions of sworn police officers and firefighters are governed by statutes and rules governing the activities of the Board of Fire and Police Commission and promotion of employees who are subject to

the jurisdiction of the Civil Service Commission shall be governed by statutes and rules governing the operation of that body.

All newly transferred or promoted personnel within the City shall be employed on an introductory status for a specific period (See "Probationary Period") from the date of transfer or promotion. When an employee transfers from one position to another position within the City, the transfer and rate of accumulation of vacation days, sick hours, and participation in a pension fund will be determined by the employee's initial date of full-time employment. Employees will not lose any accumulated benefits. The City may change an employee or a group of employees from one job to another in the best interests of operating efficiency and meeting objectives. A transfer may take place within a department or between departments.

PROCEDURE

Subject to the foregoing, Department Heads may promote or transfer eligible employees within their respective departments, except when the promotion creates an additional position, the Department Head shall first obtain approval by the City Manager.

An employee may be transferred to another department where such transfer shall not change the employee's pay, grade, or the date from which eligibility for consideration for a merit increase shall be counted.

When an employee is promoted to a position in a higher grade, the employee's salary will increase at least to the minimum salary of the new grade. If an employee is promoted to a position one grade higher, the increase will be at least the minimum salary of the new grade or the percentage difference between the old and new grades. If any employee is promoted to a position two or more grades higher, the increase will be at least the minimum or hiring salary of the new grade, or at least the percentage difference between the old and new grades, but not more than 10% percent more than the previous salary, without approval by the City Manager.

The timing of payment for the promotional increase shall be no later than the end of the first full pay period after the effective date of the promotion.

An employee will not be transferred to a new or revised job unless the job has been analyzed, described via a formal job description, evaluated by the Office of Human Resources, and approved in the City's budgeting procedure.

When laterally transferred, an employee will not receive an adjustment in pay. The employee will retain his/her current pay rate. A lateral transfer occurs when an employee either:

- Moves to a new department at the same base pay rate and classification
- Moves to a new department which has the same pay range as his/her old classification
- Moves within the same department to a new classification which has the same pay range as his/her old classification.

CHAPTER 4 EMPLOYMENT PRACTICES

SECTION 4.01 PROBATIONARY PERIOD

POLICY

All newly hired and promoted employees shall be subject to a “probationary” period in order to provide time in which new and promoted employees may be observed to determine their work performance and to orient the employee to his/her work demands and surroundings. A newly hired or promoted employee’s evaluation shall be conducted at the end of his/her probationary period and based on the completion of the appropriate training for the position and satisfactory adaptation and performance in the position. At the end of the probationary period, the employee’s Supervisor shall complete a performance appraisal. The length of the probationary period will be explained to the employee at the time of hire or promotion. Unless otherwise provided by an applicable collective bargaining agreement or other contractual obligation, employment both during and after the probationary period is on an at-will basis.

PROCEDURE

Supervisors are encouraged to provide regular feedback to employees concerning work performance and general suitability for City employment during the probationary period.

An employee who has satisfactorily completed the probationary period shall be informed in writing of the attainment of regular employee status. The supervisor shall conduct a written evaluation of each probationary employee at least once prior to completion of the probationary period.

In addition to this evaluation, the supervisor may conduct a written evaluation at any time there is a question concerning the quality of an employee's performance or general suitability for City employment.

Under appropriate circumstances or other substantial changes in job duties or completion of work or training cycles, the employee's probationary period may be extended with the approval of the department head. Consultation between the supervisor and Human Resources is encouraged.

Such an extension shall be for a specific period not to exceed three months.

Extension beyond three months, for a total period not to exceed six months, requires the written approval of the City Manager.

Normally, at least seven calendar days prior to the end of the probationary period, the supervisor shall provide the employee with a written notice outlining the reason(s) for the extension and the period of the extension. The notice shall specify the new date of completion of the probationary period.

SECTION 4.02 EMPLOYEE PERSONNEL FILES

POLICY

The City maintains an official personnel file on each employee, and each applicant for employment as prescribed by law, in the Office of Human Resources. An employee may inspect his/her own personnel file twice a year in accordance with the Illinois Personnel Records Review Act.

Employee personnel files and their contents are confidential and will not be made available to anyone, other than the employee, Human Resources, and those individuals in City management who have a need to know the information contained therein. Additionally, when legally compelled to provide information in an employee personnel file, such as in response to a valid subpoena, the City will comply with its legal obligations.

PROCEDURE

A change of personnel status may have an important effect upon employee benefits. Therefore, employees should notify the Office of Human Resources immediately of any change in the following:

- Legal name
- Home address or telephone number
- Marital status – name of spouse, date of birth (date of marriage/divorce if after date of hire)
- Number, names, and date(s) of birth of dependents
- Name, address and telephone number of the person to be notified in case of emergency
- Change of beneficiary
- Military or draft status
- Exemptions on the W-4 tax form

Each employee may review his/her own official personnel files by requesting an appointment with the Human Resources Coordinator during regular business hours 8:30 AM to 5:00 PM Monday through Friday. The Human Resources Coordinator will remain present during the time the file is reviewed, allowing sufficient inspection time commensurate with the volume of the file. The employee is permitted to take notes during the inspection. When requested by the employee, the City of Collinsville must provide copies of any document signed by the employee relating to the obtaining or holding of employment (i.e. performance evaluation or employment application).

If an employee disagrees with the information found in his/her file, removal or correction of the information may be agreed upon by his/her Supervisor, a representative of the Office of Human Resources and the employee. If agreement cannot be reached regarding the removal or correction of the employee's file(s), the employee shall be permitted to submit a written statement explaining his/her position. The statement shall become a permanent part of the employee's personnel file. Copies of documents may be provided at no expense to the employee.

SECTION 4.03 HOURS OF OPERATION AND WORK SCHEDULES

POLICY

In general, the City of Collinsville workweek begins at 12:00 AM on Saturday and ends at 11:59:59 PM on the following Friday. The normal workweek is a consecutive seven (7) day period. The normal workday is eight (8) hours. Full-time employees are generally scheduled for forty (40) hours of work during the workweek.

All City employees are expected to work the hours they are scheduled each week and to report for work promptly. Employees shall report promptly to their designated place of work at the designated starting time and shall devote their entire efforts during working hours to assigned duties. Excessive absenteeism, tardiness, or early departure may result in disciplinary action, up to and including immediate termination of employment.

PROCEDURE

All department offices shall remain open over the noon hour for the convenience of the public. The listed office hours apply primarily to work hours for full-time office personnel. However, Police, Fire, and Public Works Departments' work schedules vary in accordance with service requirements as determined by the Department Head. The City Manager may amend the normal work schedule of each employment position within the City.

SECTION 4.04 LUNCH AND BREAK PERIODS

POLICY

Lunch and break periods may vary by department. Therefore, times and locations for lunch break periods shall be at the discretion of the Supervisor. Offices and departments that maintain services during meal periods shall allow regular full-time employees an unpaid meal period at a time scheduled by the Supervisor.

Employees may be required to stay on his/her work premises during the meal period as determined by his/her Supervisor.

SECTION 4.05 OVERTIME/COMPENSATORY TIME

POLICY

For hourly employees, time and one-half (1.5) their regular hourly rate shall be paid for all overtime work (those in excess of forty (40) hours in a workweek) Overtime is considered time actually worked beyond forty (40) hours in any workweek.

Hourly employees may earn compensatory time in lieu of overtime pay.

Compensatory time earned is the same rate as overtime earned - time and one-half.

PROCEDURE

In the case of exempt salaried personnel, it is implicit in the nature of their position that time beyond the normal work schedule may often necessarily be spent on the job. While some recognition of this additional work may be made by the City Manager, or respective Department Head, from time to time, it will be entirely at his/her discretion and not of a completely remunerative nature.

For an employee to earn compensatory time, the employee must have worked at least forty (40) hours during the workweek (or the equivalent if the employee is on a schedule other than 40 hours per week). For each overtime occurrence, if an employee agrees to accumulate compensatory time instead of receiving overtime pay, he/she must receive consent to do so prior to accruing any compensatory time. As a benefit to its employees, the City does count approved paid leaves of absence such as absence due to a work-related injury, paid holiday, jury duty, paid vacation, or paid sick time as hours worked for the purpose of computing eligibility for overtime pay.

The maximum number of hours of compensatory time that can be accumulated by an employee is eighty (80) hours. Compensatory time may be used at a minimum of one (1) hour increments and at a maximum of a two (2) workweek increment (e.g., 80 hours for employees with a 40-hour workweek). Authorization of said time off must not disrupt operations as determined by the authorizing supervisor. Employees must request, in writing, compensatory time leave at least one (1) week in advance of the requested time off. Employees are required to utilize their accrued compensatory time by the end of the fiscal year in which the compensatory time was earned.

SECTION 4.06 PAYROLL PERIOD AND PAYDAY

POLICY

The pay period for the City of Collinsville is for two weeks, beginning at 12:00 AM Saturday, and ending on the second Saturday at 11:59:59 AM. City of Collinsville employees are paid bi-weekly and payday is on the following Friday. Department Heads are responsible for the recording of time worked by department employees and submitting time cards and time sheets to the Finance Department by 12:00 PM on the Monday preceding designated paydays.

Employees are encouraged to have their paychecks deposited directly into their bank accounts. Employees may use any bank, savings and loan or credit union that is a member of the Automated Clearing House and can accept electronic fund transfers.

Pay statements are provided for all employees electronically.

PROCEDURE

City Hall employees must use an authorized timesheet for the reporting of time worked. This timesheet is available on the City of Collinsville intranet website under the Finance – Shared Documents section. Employees must indicate pay period, name, department, regular hours worked, vacation, sick, holiday and other leaves of absence on the timesheet to ensure accurate recording and payment.

Each pay period begins on a Saturday and ends on a Friday. At the end of the pay period, each employee must sign the timesheet signifying that the time record is accurate and complete. Changes to the timesheet may be made only by the employee and must be initialed by both the employee and the supervisor, signifying that the change is correct and accurate. Employees must submit ORIGINAL timesheets with legible signatures in ink for the processing of payment.

All timesheets must be submitted to the supervisor for approval and then submitted to payroll for payment processing. If an employee feels that changes or alterations have been made in his/her timesheet or that the information entered is incorrect, he/she must notify the supervisor so that the matter can be handled quickly.

Timesheets must be submitted to supervisors by 5 PM on the Friday at the end of the pay period. Supervisors will submit approved timesheets to payroll by noon on the Monday following the end of a pay period.

Employees desiring to participate in direct deposit should request a direct deposit enrollment form from the Office of Human Resources or from the Payroll Department.

SECTION 4.07 PAYROLL DEDUCTIONS

POLICY

When an employee is hired by the City, he/she must submit to the City the following information:

- Social Security number;
- Documentation proving authorization to work legally in the United States;
- Information for pension deduction

Compulsory deductions currently include state and federal withholding, Medicare, Social Security and the Illinois Municipal Retirement Fund (for all employees working 1000 hours or more per year, except sworn Police personnel and Firefighters who contribute to their respective pension plans). The City also provides employees the opportunity to participate in several voluntary payroll deduction programs. Information on these programs may be obtained through Human Resources. All changes in any employee's status or address must be reported to Human Resources.

PROCEDURE

If an employee has questions about deductions made from their weekly salary, please contact the Finance Department. If a deduction has been taken in error, please report that concern to the Supervisor and the Finance Department. Any mistaken salary deduction will be remedied promptly. The City prohibits retaliation, in any form, against any employee who makes a complaint under this Policy or participates in the City's investigation of such a complaint. The City will reimburse the employee for any improper deductions and will take all appropriate corrective action to ensure that such deductions or conduct does not occur again.

CHAPTER 5 EMPLOYEE CONDUCT AND DISCIPLINARY PROCEDURES

SECTION 5.01 EMPLOYEE CODE OF ETHICS

POLICY

In accordance with the State Employees and Officials Act, 5 ILCS 430/1-1 et seq., (hereinafter referred to as the “Act”) as though the terms of said Act were expressly applicable to the City and City Ordinance No. 3598, the City of Collinsville shall regulate the solicitation and acceptance of gifts and political activities by any elected or appointed official or any employee and shall enforce those prohibitions in a manner substantially in accordance with the requirements of the Act. All service in the City shall be performed in an impartial manner, free of personal and political considerations. All employees of the City of Collinsville are expected to conform to this Code of Ethics. The following activities are prohibited during an employees’ compensated time, other than during paid vacation or sick time, personal or compensatory time off.

Prohibited Political Activity

- Preparing for, organizing, or participating in any political meeting, political rally, political demonstration, or other political event;
- Soliciting contributions, including but not limited to the purchase of, selling, distributing, receiving payment for tickets for any political fundraiser, political meeting, or other political event;
- Soliciting, planning the solicitation of, or preparing any document or report regarding anything of value intended as a campaign contribution;
- Planning, conducting, or participating in a public opinion poll in connection with a campaign for elective office or on behalf of a political organization for political purposes. This does not include answering a public opinion poll;
- Surveying or gathering information from potential or actual voters in an election to determine probable vote outcome in connection with a campaign for elective purposes or for or against any referendum question;
- Assisting the polls on Election Day on behalf of any political organization or candidate for elective office or for or against any referendum question;
- Soliciting votes on behalf of a candidate for elective office or a political organization or for or against any referendum question or helping in an effort to get voters to the polls;
- Initiating for circulation, preparing, circulating, reviewing, or filing any petition on behalf of a candidate for elective office or for or against any referendum question;

- Making contributions on behalf of any candidate for elective office in that capacity or in connection with a campaign for elective office;
- Preparing or reviewing responses to candidate questionnaires in connection with a campaign for elective office or on behalf of a political organization for political purposes;
- Distributing, preparing for distribution, or mailing campaign literature, campaign signs, or other campaign material on behalf of any candidate for elective office or for or against any referendum question;
- Campaigning for any elective office or for or against any referendum question;
- Managing or working on a campaign for elective office or for or against any referendum question;
- Serving as a delegate, alternate, or proxy to a political party convention;
- Participating in any recount or challenge to the outcome of any election, except to the extent that under subsection (d) of Section 6 of Article IV of the Illinois Constitution each house of the General Assembly shall judge the elections, returns, and qualifications of its members.

No employee shall intentionally perform any prohibited political activity during any compensated time other than during paid vacation or sick time, personal or compensatory time off.

No employee shall intentionally use any property or resources of the City of Collinsville in connection with any prohibited political activity.

At no time shall any employee intentionally require any other employee to perform any prohibited political activity (a) as part of that employee's duties, (b) as a condition of employment or (c) during any compensated time off such as holidays or vacation.

No employee shall be required at any time to participate in any prohibited political activity in consideration for any additional compensation or any additional benefit, whether in the form of a salary adjustment, bonus, compensatory time off, continued employment or otherwise.

Nothing in this section prohibits activities that are permissible for an employee to engage in as a part of his/her official duties, or activities that are undertaken by an employee on a voluntary basis which are not prohibited by this ordinance.

GIFT BAN

In order to help avoid the appearance of impropriety or undue influence, City employees generally should not accept money, gifts, gratuities or anything of value from anyone in the course of employment with the City. Exceptions include gifts from co-workers for birthdays and holidays. In addition, City employees may accept items of nominal value from others such as tickets to sporting events, food items, meals that are part of a business meeting, gift baskets at holiday time and similar items of nominal value.

SECTION 5.02 STANDARDS OF CONDUCT

POLICY

Employees of the City of Collinsville are representatives of the City and are expected to conduct themselves in a manner that is a credit to the City.

PROCEDURE

All employees should keep in mind that they are public relations officers of the City and have an important part to play in developing and maintaining good public relations. All residents and co-workers shall be treated with fairness, courtesy, and respect. All employees are expected to maintain high standards of conduct, cooperation, efficiency, pride, productivity, and economy of public funds in their work for the City. Employees are also expected to display a proper regard for the welfare and rights of citizens and other employees.

When employees fail to meet the standards of performance or violate the reasonable rules of conduct, they may be dismissed, demoted, suspended, reprimanded, or otherwise disciplined as the circumstances warrant. An employee may be subject to disciplinary action for improper or inappropriate conduct, including, but not limited to, violations of work rules and general rules and regulations, unacceptable behavior, misconduct, poor performance, or unacceptable attendance.

In addition to other guidelines outlined in this Manual, administrative procedures, relevant rules, regulations, general orders, standard operating procedures and directives of the various departments, the City has established certain minimum standards of conduct. Some of types of behavior or conduct for which discipline shall be issued are listed below. Violations of such rules will subject the employee to disciplinary action, ranging from an oral reprimand to immediate termination of employment, as deemed appropriate by the Department Head and the City Manager.

The following are illustrations and do not limit the right of the City to discipline or terminate an employee for any reason not prohibited by law. The City may revise or change these rules, as it deems necessary without prior notice.

- Engaging in fighting, horseplay, or reckless conduct on City premises or while on City business;
- Physically abusing, intimidating, offending, or coercing through verbal threats any resident, citizen, municipal official, fellow employee, or member of the public;
- Using vile, intemperate, offensive, or abusive language, or acting in a disrespectful manner to any resident, citizen, municipal official, fellow employee, or any member of the public;

- Falsifying or altering time sheets, personnel records, employment applications, attendance, or any other municipal records or documents;
- Providing false information or information the employee should have known to be false, to any City official or representative during an investigation of a City or employment-related incident;
- Refusing to cooperate with the City during an investigation of a City or employment-related incident;
- Removing from City premises, being in the unauthorized possession of, or using for personal or any other inappropriate use, any City vehicle, equipment, supplies, tools, materials, or property, or the vehicle, equipment, supplies, tools, or property of a resident, citizen, municipal official, or fellow employee;
- Destroying, damaging, defacing, abusing, wasting, or misusing City property, equipment, supplies, or materials, or the property, equipment, supplies, or materials of a resident, citizen, municipal official, or fellow employee;
- Creating or contributing to an unsafe condition on City premises or failing to adhere to safe operating practices including the use of personal protective equipment;
- Careless or unsafe use of City vehicles and equipment which results in injury to a person or damage to City or private property;
- Failing to report any injury or accident;
- Refusing a direct work order or assignment (whether written or oral) or other breach of discipline. Insubordination is defined as failure or deliberate refusal to obey an order given by a supervisor;
- Leaving the assigned place of work during work hours when not authorized to do so;
- Selling, distributing, using, consuming, being in possession of, or having in the system alcohol, narcotic medication not prescribed, or illegal drugs, while on City premises, while conducting City business, while operating City equipment, or while in the performance of any other assigned duties;
- Revealing confidential City information without proper authorization;
- Being absent for three (3) consecutive days without proper notification to the City.
- Excessive, unreported, or unexcused absences from work, including abuse of sick leave privileges;
- Violation of the City's weapons policy.
- Violating the Equal Employment Opportunity, Sexual Harassment, or Americans with Disabilities Act policies;
- Sleeping, loitering, or wasting time on duty;
- Engaging in outside employment during duty hours or during sick leave;
- Engaging in outside employment that creates or can be perceived to create a conflict of interest;
- Suspension or revocation of driver's license when the license is a condition of employment;
- Any conduct that threatens to breach the duty of care by the City to its residents or to the community;

- Incompetent, inefficient, negligent, or unsatisfactory performance of assigned work;
- Excessive tardiness or early departures from work;
- Allowing political affiliation of an employee or of a resident or member of the public to affect or in any other way influence whether a resident or member of the general public receives City services;
- Allowing political affiliation of an employee or of a resident or member of the public to affect or in any other way influence the type or quality of City services available or provided to a resident or member of the general public;
- Endangering the safety, health, or well-being of an employee or citizen, or which is of sufficient magnitude that the consequences cause or act to cause disruption of work or discredit the City;
- Soliciting during work time or in work areas, collecting, distributing, or selling materials between employees, residents, or the public during work time or in work areas. Work time does not include lunch periods or other periods when employees are not expected to be actively working;
- Theft from the City or fellow workers;
- Smoking in unauthorized areas;
- Violation of any of the provisions of the Employee Code of Ethics as listed in Employee Code of Ethic section of this chapter.

SECTION 5.03 PERSONAL APPEARANCE AND WORK ATTIRE

POLICY

Each City employee is expected to dress appropriately according to the requirements of his/her position in order to promote a safe working environment and to project a professional image to the public, as well as fellow workers.

PROCEDURE

Without unduly restricting individual tastes, the following personal appearance guidelines should be followed:

- Shoes must provide safe, secure footing, and offer protection against hazards.
- Mustaches and beards must be clean, well-trimmed, and neat.
- Hairstyles and color are expected to be in good taste.
- Offensive body odor, excessive use of perfume, cologne, or aftershave lotion, and poor personal hygiene are not professionally acceptable.
- Jewelry should not be functionally restrictive, dangerous to job performance, or excessive.

In addition, particular departments may have other specific appearance rules or guidelines for employees in those departments. Employees should dress accordingly to represent the City in the most favorable and professional manner. All employees should wear clothing that is neat, clean, and appropriate. Those employees, who are required to wear uniforms, will continue to do so. Those should be complete, clean, and in good condition. For those employees in public view, who meet customers, attend meetings, or who have business appointments outside their department should dress according to the business needs for that occasion.

While the City provides the opportunity for attire that is more casual on designated days, there may be times when job functions, such as business meetings, dictate wearing business attire on a “casual day.” If an employee has a question regarding the appropriateness of the attire, he/she should check with his/her immediate Supervisor for guidance.

SECTION 5.04 MEDIA RELATIONS

POLICY

The City will respond to the news media in a timely and professional manner only through designated spokespersons.

PROCEDURE

City staff will not respond to inquiries from the media concerning matters such as personnel issues, crisis management, emergencies, City policies, or fiscal operations. Instead, such inquiries should immediately be directed to the Mayor or City Manager, who will respond accordingly. City staff may respond directly to media inquiries on ordinary, day-to-day matters. However, all inquiries should be reported immediately to the City Manager via email or phone.

SECTION 5.05 ATTENDANCE

POLICY

Excessive absenteeism, tardiness, or early departure may result in disciplinary action, up to and including immediate termination of employment.

PROCEDURE

“Excessive” shall be defined as those absences occurring more than two (2) times per month (i.e., two consecutive days absent from work would be considered as one (1) occurrence). Employees that will be late for, or absent from, work must notify their Supervisor within one (1) hour of their normal start time. Failure to give such notice of tardiness or absenteeism shall result in disciplinary action, up to and including discharge. During a scheduled workday, absence from the employee’s place of work must have prior approval of the Supervisor. Habitual lateness/tardiness shall result in disciplinary action, up to and including discharge.

If an employee is absent for three (3) or more work days without notifying his/her Supervisor and securing approval for the absence, the employee will be considered to have abandoned his/her job and voluntarily resigned. Employees must report an absence from work on the first day of the absence, unless physically impossible, to his/her Supervisor or Department Head. Failure to report absences will result in termination.

SECTION 5.06 HEALTH AND SAFETY PROGRAM

POLICY

The City of Collinsville provides a safe and healthy environment in which our employees, residents, visitors and customers can carry out their business.

SECTION 5.07 WORKPLACE VIOLENCE PREVENTION

POLICY

The City of Collinsville is concerned with, and committed to, employee safety and health. Violence in the workplace is an unacceptable practice. Department Heads and Supervisors will make every effort to prevent violent incidents from occurring by recommending practices and procedures for employees to follow through its Health and Safety Program.

All employees shall adhere to work practices that are designed to make the workplace secure, and to minimize verbal threats or physical actions which create a security hazard for others in the workplace. The City of Collinsville will not discriminate against victims of workplace violence. All employees, including Supervisors and Department Heads are responsible for using safe work practices, for following all directives, policies and procedures, and for assisting in maintaining a safe and secure work environment. Management is responsible for ensuring that all safety and health policies and procedures involving workplace security are clearly communicated to, and understood by, all employees.

PROCEDURE

Each employee should report any acts or threats of violence whether or not physical injury has occurred to his/her supervisor, the Office of Human Resources, or to the nearest member of management. Such reports will be promptly and thoroughly investigated. Each employee should notify his/her supervisor of any restraining orders against individuals that include the workplace.

All incidents and threats of workplace violence shall be reported in writing by the Supervisor within twenty-four (24) hours of their occurrence. Each report shall be evaluated by the City Manager who shall make recommendations on revising practices and/or procedures to prevent similar occurrences. The City shall maintain an accurate record of all workplace violence incidents in the Office of Human Resources. The City of Collinsville will seek aggressive prosecution of all acts of workplace violence that constitute offense(s) of the Criminal Code in the Illinois Compiled Statutes.

Department Heads shall be responsible for the assessment of employee and public vulnerability to workplace violence in City facilities, and recommend preventative action. Department Heads should work with Supervisors to determine the presence of hazards, conditions, operations, and other situations that might place workers at risk of occupational assault incidents.

The Office of Human Resources will contact the City Manager as soon as possible when made aware of a violent act or threat of violence. In addition, HR will provide training related to workplace violence for all employees.

SECTION 5.08 WEAPONS

POLICY

The City of Collinsville prohibits, forbids, and does not tolerate weapons on City property, or during any City-related business or activity. Weapons include visible and concealed weapons; including those for which the owner has necessary permits. Weapons may include, but are not limited to, firearms, knives with blades longer than four (4) inches, explosive materials or any other objects that could be used to harass, intimidate, or injure another individual, employee, or volunteer. This policy does not apply to sworn police officers carrying weapons pursuant to Police Department policy.

PROCEDURE

An employee with a valid Illinois Firearm Conceal Carry permit may have a concealed firearm in his/her own vehicle in a parking area and may store the firearm or ammunition concealed in a case within a locked vehicle or locked container out of plain view within the vehicle in the parking area.

SECTION 5.09 SMOKING

POLICY

In accordance with Illinois law, the City prohibits the smoking of any tobacco product throughout its facilities and within fifteen (15) feet of any door, window, or ventilation opening. This includes both traditional cigar and cigarette products as well as e-cigarettes. Employees are prohibited from using e-cigarettes or any form of tobacco product inside City building or City-owned vehicles.

PROCEDURE

Employees repeatedly violating this policy may be subject to appropriate action to correct any violation(s) and prevent future occurrences.

SECTION 5.10 DRUG AND ALCOHOL USE

POLICY

The City reserves the right to require any employee to submit to testing for the presence of illegal drugs and/or alcohol when the City has a reasonable suspicion that the employee has illegal drugs and/or alcohol in their system and after a job-related accident or injury. Tests for the presence of illegal drugs (but not alcohol) also may be conducted at any other time in the City's sole discretion.

Employees who are covered by Department of Transportation Drug and Alcohol Testing regulations are covered by a separate drug and alcohol-testing program that is consistent with the applicable Department of Transportation regulations.

Nothing contained herein alters the City's policy of encouraging an employee with a drug and/or alcohol problem to seek and receive treatment for the condition before it results in a situation where discipline is to be imposed. An employee cannot avoid discipline by requesting such assistance after he/she has violated this policy.

PROCEDURE

Reasonable suspicion may be based on factors such as slurred speech, irregular or unusual speech patterns, impaired judgment, alcohol odor on the employee's breath, lack of coordination, unusual behavior such as inattentiveness, listlessness, aggression, hyperactivity, etc.

Any employee who refuses to test when directed to do so or who interferes with testing will be subject to disciplinary action, up to and including immediate discharge. If the test results indicate the presence of alcohol or illegal drugs in an employee's system, the employee will be subject to disciplinary action, up to and including immediate discharged.

The City's commitment to a drug-free workplace includes the following:

- Employees are expected and required to report to work on time in an appropriate mental and physical condition to perform their job duties.
- Employees found to be illegally using, making, or transferring a controlled substance, cannabis, or alcohol while on the job will be subject to legal and disciplinary consequences. Additionally, the City may require an employee to participate in drug assistance or rehabilitation program that has been approved by the City.
- Employees needing assistance are encouraged to seek counseling. Conscientious and voluntary efforts to seek such help will not jeopardize any employee's job nor will it be noted in any personnel record. However, referral to any assistance program in no way exempts an employee from discipline for violating this policy or for otherwise less than acceptable job performance.

Under Illinois law and as a condition for continued employment with the City of Collinsville, each employee is required to inform the City of any conviction he/she receives under a criminal drug statute for violations occurring in the workplace or assigned worksite. A written report of such conviction must be made and submitted to the City within five (5) days after the conviction. A conviction means a finding of guilt or the imposition of a sentence by a judge or jury in any Federal or state court.

Within ten (10) days after receiving notice that an employee has been convicted of violating a criminal drug statute, the City is required to report the fact to any government agency with which the City has a contract.

Pre-Duty Regarding Alcohol

Employees are prohibited from consuming alcohol for four (4) hours before going on duty or before operating a commercial motor vehicle. This regulation is in conformance with Federal Highway Administration rules and applies to all scheduled shifts and callout situations. If an employee cannot meet this requirement, it is his/her responsibility to advise their Supervisor, or person initiating the callout, that they cannot report to work.

SECTION 5.11 USE OF CITY EQUIPMENT

POLICY

City-owned vehicles, equipment, tools, supplies, keys, and other such apparatus are provided by the City to enable employees to perform the duties and tasks required of them in a professional, efficient, and effective manner. Unauthorized and/or private use of City-owned property is prohibited except when such services are available to the public. Violations of this section may result in disciplinary action, discharge, legal action, and/or criminal liability.

PROCEDURE

Any damaged, malfunctioning, or lost items must be reported to the employee's Supervisor immediately in order that the necessary repairs may be made in accordance with established administrative procedures. Employees are responsible for damage or loss of City property and if found to be negligent, may be required to replace the item and/or face disciplinary action.

SECTION 5.12 MOBILE EQUIPMENT AND RELATED SERVICES

POLICY

The use of mobile phones, tablets, and similar devices, and related communication services by City employees in the course of their work is common. The City of Collinsville often provides these devices to employees to improve communication, productivity and work efficiency. City policies generally require City property to be used only for City business use. However, this policy recognizes that a portion of the use of Equipment/Services may be for non-business use, such as personal phone calls or emails.

As Internet service is a nearly ubiquitous household utility, similar to basic telephone service and electricity, the City does not provide reimbursement for home Internet connectivity. Employees who are required to have home Internet service to fulfill job requirements and for whom purchasing the service is a significant financial hardship may request an exception to this policy. Exceptions must be approved by the City Manager based on business necessity and demonstrated financial hardship.

PROCEDURE

Cellular telephones may be used for official use only and may only be used for minimal personal use. Employees are responsible for the care and maintenance of cellular telephones assigned to them. Any damaged, malfunctioning, or lost cellular telephones must be reported to the employee's Supervisor immediately in order that the necessary repairs or replacement may be made in accordance with

established administrative procedures. Employees are responsible for damage or loss of City-owned cellular telephones and if found to be negligent, may face disciplinary action. Employees are also required to comply with state and local regulations relative to the use of cellular telephones while driving a vehicle.

No employee may view or send an e-mail or text message while operating a City owned vehicle or while operating any vehicle while on City business.

The Department Head should evaluate the business necessity of an employee receiving city-paid mobile equipment and related services. Business necessity occurs when one of these factors is present:

- It is vital for the employee to be in constant touch with the office.
- The employee is responsible for emergency preparedness and must be available and on-call around-the-clock for a specific period.
- A group of employees has the need for group or shared Equipment/Services such as rotating on-call contact.
- The employee does not have access to a landline or other communication device when doing a substantial portion of his or her job and communication with the supervisor or other parties is required.
- The employee's job effectiveness will show a significant increase through the use of Equipment/Services.
- The Equipment/Services eliminate or reduce the need for the employee to go back and forth to the office, consistent with City goals to increase employee productivity.
- Provision of Equipment/Services is the most cost-effective way to meet the business communication requirements of the employee.
- The Equipment/Services are necessary to support an off-site office, which is the employee's principal office for their work.

SECTION 5.13 COMPUTER EQUIPMENT AND TELECOMMUNICATION SYSTEMS

POLICY

The City maintains for the benefit of its employees and their authorized agents, an extensive system of computer and telecommunication resources. City employees, officials, their agents, and all other authorized users are expected to use such equipment and resources in an efficient, effective, ethical, and lawful manner for legitimate and authorized City business. Users should not have an expectation of privacy in anything they create, store, send, or receive on the City's computer or telecommunications system.

The City has the right, but not the duty, to monitor any and all aspects of its computer system, including, but not limited to, monitoring sites visited by users on the Internet, monitoring chat groups and news groups, reviewing material downloaded or uploaded by employees, and reviewing electronic mail sent and received by users.

Under no circumstances is an employee of the City of Collinsville authorized to engage in any activity that is illegal under local, state, federal or international law while utilizing the City of Collinsville owned resources.

PROCEDURE

The City's computer and telecommunication resources include, but are not limited to host computers, file servers, application servers, mail servers, fax servers, communications servers, workstations, standalone-computers, laptops, software, and internal or external computer and communication networks. This also includes Electronic Data Interchange networks, Internet, commercial online services, bulletin board systems, and electronic mail (email) systems that are accessed directly or indirectly from the City's computer facilities.

Department Heads shall have the authority to request in writing that the Department of Operations implement monitoring activity for specific users and/or workstations and to provide related monitoring reports to the requesting Department Head.

The term "user" refers to all employees, officials, independent contractors, and other persons or entities authorized to access or use the City's computer and telecommunications system. Department Heads shall immediately notify the Department of Operations when an employee, who has had computer access, is leaving employment with the City.

The lists below are by no means exhaustive, but attempt to provide a framework for activities that fall into the category of unacceptable use.

The following activities are strictly prohibited, with no exceptions:

- Any sites that could be considered or construed in any light as illegal, sexist, racist, inappropriate, or otherwise violation of City policy should not be accessed by means of the City of Collinsville's computers.
- Users of the City of Collinsville's computer and telecommunications system components are responsible for their good operation condition and as such, willful destruction to said components is prohibited.
- Violations of the rights of any person or company protected by copyright, trade secret, patent or other intellectual property, or similar laws or regulations including, but not limited, the

installation or distribution of “pirated” or other software products that are not appropriately licensed for use by the City of Collinsville is prohibited.

- Unauthorized copying of copyrighted materials including, but not limited to, digitization and distribution of photographs from magazines, books or other copyrighted sources, copyrighted music, and the installation of any copyrighted software for which the City of Collinsville or the end user does not have an active license for is prohibited.
- Use of the City of Collinsville’s computers, computer equipment, and/or telecommunication system for unethical or unlawful purposes is strictly prohibited.
- Fraudulent, harassing, embarrassing, sexually explicit, obscene, intimidating, defamatory, other otherwise offensive, unlawful, or inappropriate material may not be transmitted, downloaded, uploaded, or stored via the City’s computer equipment and/or telecommunications system is prohibited. Such material may not be sent or received through electronic mail, Internet relay chat, bulletin boards, or newsgroups.
- Using the City of Collinsville’s computing asset to engage actively in procuring or transmitting material that is in violation of sexual harassment or hostile workplace laws in the user’s local jurisdiction is prohibited.
- Exporting software, technical information, encryption software, or technology, in violation of international or regional export control laws, is illegal. The Department of Operations should be consulted prior to export of any material that is in question.
- Introduction of malicious programs into the network or server (e.g., viruses, worms, Trojan horses, e-mail bombs, etc.) is prohibited.
- User must scan all downloaded files and material stored on floppy disks or other magnetic or optical medium for viruses before being placed onto the City of Collinsville’s computer and telecommunications system. Any virus outbreak shall be reported to the Department of Operations immediately.
- Users may not use their own software or devices without authorization from the Director of Operations.
- Streaming audio or video (e.g., Internet radio, YouTube, Hulu, etc.) consumes much needed network bandwidth and is prohibited. An acceptable use would include, but not be limited to, City related webinars or presentations.
- Users, other than authorized technology personnel, shall not install, configure, change, or reconfigure any system settings without authorization by the Director of Operations.
- Resources of any kind for which there is a fee must not be accessed or downloaded without prior approval of the Director of Operations.
- Revealing your account password to others or allowing use of your account by others is prohibited. This includes family and other household members when work is being done at home.
- Making fraudulent offers of products, items, or services originating from any City of Collinsville account is prohibited.

- Making statements about warranty, expressly or implied, unless it is a part of normal job duties is prohibited.
- Effecting security breaches or disruptions of network communication is prohibited. Security breaches include, but are not limited to, accessing data of which the employee is not an intended recipient or logging into a server or account that the employee is not expressly authorized to access, unless these duties are within the scope of regular duties. For purposes of this section, “disruption” includes, but is not limited to, network sniffing, pinged floods, packet spoofing, denial of service, and forged routing information for malicious purposes.
- Port scanning or security scanning is expressly prohibited unless prior notification to the network administrator (IT Coordinator) is made.
- Executing any form of network monitoring which will intercept data not intended for the employee’s host is prohibited, unless this activity is a part of the employee’s normal job/duty.
- Circumventing user authentication or security of any host, network, or account is prohibited.
- Interfering with or denying service to any user other than the employee’s host is prohibited.
- Using any program/script/command, or sending messages of any kind, with the intent to interfere with, or disable, a user’s terminal session, via any means, locally or via the Internet/Intranet/Extranet is prohibited.
- Providing information about, or lists of, City employees to parties outside the City of Collinsville is prohibited.

In the interest of remaining compatible with the public and vendors, the City of Collinsville is primarily a “Microsoft” organization and will strive to use hardware and software that maintains an ease of interoperability between all existing and new systems. With this goal in mind, minimum configuration for all new computer purchase, both desktop and laptop, shall be in conformance with the minimum software and hardware standard.

SECTION 5.14 GENERAL USE AND OWNERSHIP OF INFORMATION

POLICY

While the City of Collinsville desires to provide a reasonable level of privacy, users should be aware that the data they create on the City’s systems remains the property of the City of Collinsville. Because of the need to protect the City of Collinsville’s network, management cannot guarantee the confidentiality of information stored on any network device belonging to the City of Collinsville. For security and network maintenance purposes, authorized individuals within the City of Collinsville may monitor equipment, systems, and network traffic at any time, per the City of Collinsville’s Audit Policy. The City of Collinsville reserves the right to audit networks and systems on a periodic basis to ensure compliance with this policy.

PROCEDURE

The user interface for information contained on Intranet/Extranet-related systems is classified. Employees should take all necessary steps to prevent unauthorized access to this information. Employees must keep passwords secure and should not share accounts. Authorized users are responsible for the security of their passwords and accounts. System level passwords should be changed quarterly; user level passwords should be changed every six months.

All PCs, laptops, and workstations should be secured with a password-protected screensaver with the automatic activation feature set at 10 minutes or less, or by logging off (control-alt-delete for Win XP users) when the host will be unattended.

Use encryption of information in compliance with the Acceptable Encryption Use Policy.

Postings by employees from a City of Collinsville email address to newsgroups should contain a disclaimer stating that the opinions expressed are strictly their own and not necessarily those of the City of Collinsville unless posting is in the course of business duties.

All hosts used by the employee that are connected to the City of Collinsville Internet/Intranet/Extranet, whether owned by the employee or the City of Collinsville, shall be continually executing approved virus-scanning software with a current virus database unless overridden by departmental or group policy.

Employees must use extreme caution when opening e-mail attachments received from unknown senders, which may contain viruses, e-mail bombs, or Trojan horse codes. If any incoming email is questionable, please seek the advice of the IT Coordinator.

Specific users may have access to social networks.

SECTION 5.15 EMAIL AND COMMUNICATIONS ACTIVITIES

POLICY

The Internet, electronic mail, and the City's Intranet must be treated as formal communication tools. Therefore, each individual user is responsible for complying with this and all other relative City policies when using the City of Collinsville's resources for accessing the Internet and/or sending or receiving electronic mail.

Electronic mail messages and the transfer of information via the Internet or Intranet are not secure. Content of all communications via the Internet or Intranet should be accurate. Users must use the same care in drafting electronic mail and other electronic documents as they would for any written communication.

PROCEDURE

While established primarily for business use, it is recognized that employees' email accounts, on occasion, may be used for personal mail, similar to telephone usage. Because of this potential dual use, employees should keep in mind that anything sent, attached to, or received as an email, whether internally or externally, can be seized by the courts and used in defense of or against the City of Collinsville in legal proceedings. For this reason, anything that could be considered or construed, in any light as illegal, sexist, racist, inappropriate, unprofessional, unethical, or otherwise offensive should not be found anywhere on City of Collinsville email. If an employee is concerned that email received is not suitable or may be questionable in regard to the City's email policy, the employee should delete it immediately from his/her "Inbox" and/or "Sent Items".

The following activities are also prohibited:

- Sending unsolicited email messages, including the sending of "junk mail" or other advertising material, to individuals who did not specifically request such material
- Any form of harassment via email, telephone, or paging, whether through language, frequency, or size of messages
- Unauthorized use, or forging, of email header information
- Solicitation of email for any other email address, other than that of the poster's account, with the intent to harass or to collect replies
- Creating or forwarding "chain letters," "Ponzi," or other "pyramid" schemes of any type
- Use of unsolicited email originating from within the City of Collinsville's networks of other Internet/Intranet/Extranet service providers on behalf of, or to advertise, any service hosted by the City of Collinsville or connected via the City of Collinsville's network
- Posting the same or similar non-business-related messages to large number of Usenet newsgroups

- Mass emailing of advertising information for non-City related events

SECTION 5.16 SOCIAL NETWORKS/BLOGGING/FORUMS

POLICY

Access to Social Networks/Blogging/Forums by employees, whether using the City of Collinsville's property and systems or personal computer systems utilizing the City of Collinsville's networks, is also subject to the terms and restrictions set forth in this Policy. Limited and occasional use of the City of Collinsville's systems to engage in personal Social Networks/Blogging/Forums is acceptable. Employees are prohibited from revealing any City confidential or proprietary information, trade secrets, or any other material when engaged in blogging or forums for a City project or research.

PROCEDURE

Employees are prohibited from making any discriminatory or harassing comments when blogging/forums or otherwise engaging in any conduct prohibited by the City of Collinsville's Equal Employment Opportunity policy.

Employees may not attribute personal statements, opinions, or beliefs to the City of Collinsville when engaged in blogging/forums. Employees assume all risk associated with blogging/forums. Apart from following all laws pertaining to the handling and disclosure of copyrighted or export controlled materials, the City of Collinsville's logos and any other intellectual property may also not be used in connection with any blogging/forum activity unless allowed by the City Manager.

Section 5.17 CREDIT Cards and GAS cards

POLICY

Credit and gas cards may be provided to employees of the City for completing their duties in a professional and efficient manner. As such, credit and gas cards may be used for official use only and may not be used for personal use. Unauthorized or private use, including the purchase of alcoholic beverages, of City-owned credit and gas cards is strictly prohibited. Violation of this policy may result in disciplinary action, up to and including termination of employment.

PROCEDURE

Corresponding receipts shall be attached to the expense credit card statement before processing. Any lost credit cards must be reported to the Finance Director immediately in order that the necessary

replacement may be made in accordance with established administrative procedures. Employees are responsible for the use of authorized and assigned City-owned credit cards and if found to be negligent in their use may be required to face disciplinary action. Authorized users are also responsible for destroying expired credit cards appropriately. Authorized users shall be required to adhere to the Purchasing Card Policy and sign an agreement to adhere to the terms of the policy.

SECTION 5.18 ACCESS KEYS AND CARDS

POLICY

City employees may use only the keys and access cards that they have been authorized to use.

PROCEDURE

City keys and access cards shall not be provided to persons outside the employment of the City without approval from the employee's Supervisor. The loss of keys and access cards must be reported to the appropriate Supervisor immediately. Department Heads are responsible for the control and assignment of keys and access cards within their respective departments and facilities. Upon termination of employment, City keys and access cards are to be returned to the appropriate Supervisor.

SECTION 5.19 CITY VEHICLES

POLICY

City vehicles may only be used in the conduct of City business. Only permitted City employees, elected, and appointed officials shall be allowed to drive City-owned vehicles, as authorized by the respective Department Head and/or the City Manager.

PROCEDURE

Employees may have minimal personal use of vehicle while conducting City business and may take the vehicle to their residence if authorized by the City Manager. Employees assigned to other governmental agencies will use their assigned vehicle in accordance with the rules and regulations of that agency. Under unusual circumstances, the City Manager may grant an employee permission to use a vehicle in contradiction of the terms of this Policy. The City Manager's vehicle use shall be addressed in the City Manager's contract. Authorized city vehicles driven home must be available for City business at all times. No passengers shall be transported in City vehicles other than those on City business, without the approval of the employee's Supervisor or the City Manager.

Use of City vehicles shall be subject to IRS withholding rules and regulations.

Authorized users are responsible for the care, conservation, and correct and safe usage of City vehicles. When using City-owned vehicles, authorized users shall make every effort to obey the laws of the City and the State, and will use every available precaution to safeguard the condition of the vehicle and the public. When not in use, City-owned vehicles and equipment shall be properly locked to avoid any theft or destruction. Smoking of all types is prohibited in all City vehicles.

Employees' Supervisors or the City Manager must be notified immediately of all damaged or lost property. If an authorized user experiences an accident, equipment loss, or damage to the vehicle derived from the negligence of the employee, he/she may face disciplinary action.

In the event an employee's license is suspended or revoked, the employee must immediately notify his/her supervisor or the City Manager. Failure to do so may result in disciplinary action. In using the City's vehicular equipment, authorized users should keep in mind that they are representatives of the City government and that their conduct, in adhering to the rules of safety and courtesy on the road, is a reflection on the entire organization and its level of law enforcement. It is imperative that authorized users abide by these rules and regulations at all times, as well as all state, City and other applicable laws and regulations.

All employees of the City must report to their Supervisor, any moving traffic violations or accidents in which they are involved while on duty, or while using City vehicles. Any fines for violations incurred by the employee or authorized user under these circumstances must be paid for by the employee. In addition, the employee and his/her Supervisor, or authorized user, are required to submit accident reports on forms designated for this purpose to Human Resources as soon after the accident occurs as possible. Failure to adhere to this policy may result in disciplinary action, up to and including discharge. Employees shall get authorization from their supervisor to use their personal vehicle when conducting City business. All City of Collinsville employees using a personal vehicle for the purpose of City business are required to have his or her own automobile liability coverage, as well as a current and valid driver's license (appropriate for the class of vehicle being driven on the job).

SECTION 5.20 PROGRESSIVE DISCIPLINE

POLICY

Discipline refers to any oral and/or written reprimand, suspension without pay, demotion, or dismissal depending upon the seriousness of the situation and the incidence of prior violations.

Violation of City policies and rules may warrant disciplinary action as determined necessary by an employee's Supervisor. Forms of discipline that the City may elect to use include oral reprimands,

written reprimands, suspensions, reductions in pay, demotions, and/or terminations. The Supervisor, with the approval of the respective Department Head, may deviate from any order of progressive disciplinary actions and any of the following disciplinary action as deemed appropriate under the circumstances, up to and including immediate termination of employment. The City's policy for discipline does not limit or alter the at-will employment relationship between the City and the employee.

PROCEDURE

Discipline may include the following steps as considered appropriate to the infraction, but not necessarily in the following order:

Oral reprimand

An oral reprimand consists of a conference between the employee's Supervisor, or other City official issuing the reprimand, and the employee. The purpose of the conference is to express disapproval of misconduct or poor work performance, to clarify applicable rules or standards of performance, policies, and procedures, and/or to warn that repetition of the misconduct or failure to improve work performance may result in more severe discipline.

Written Reprimand

A written reprimand consists of a conference between the employee's Supervisor or other City official issuing the reprimand and the employee and a letter or notice expressing disapproval of the misconduct or poor work performance, clarifying applicable rules, policies or procedures, and warning that repetition of the misconduct or failure to improve work performance may result in more severe discipline.

The employee will be given an opportunity to review the written disciplinary letter or notice and to respond to it. The employee is required to sign the letter or notice, which means only that the employee has read the notice or letter and understands what it means, not that the employee necessarily agrees with the discipline. An employee will receive a copy of said notice. Copies of written reprimands shall be maintained in the employee's personnel file in the Office of Human Resources. Written reprimands may be used for repeated misconduct of a minor nature or for serious misconduct that does not warrant suspension, demotion, or dismissal.

Suspensions

Suspensions are a temporary removal from employment, accompanied by a concurrent temporary loss of the privileges of employment, including, but not limited to wages or salary. The employee's group health and life insurance coverage will remain in effect during the unpaid suspension. Suspensions may be used to discipline employees for serious misconduct or performance problems or for repeated misconduct or performance problems of a less severe nature.

Suspensions may be imposed for not less than one (1) but not more than five (5) days. Written notice of the suspension shall be placed in the employee's official personnel file.

Suspensions of full-time police officers and firefighters are subject to the rules and regulations of the Board of Fire and Police Commissioners and other applicable state law. Suspension of employees hired through the Civil Service Commission is subject to the Civil Service Commission rules and regulations and other applicable state law.

Employees may be suspended without pay by their Department Head. The Department Head shall give written notification of the suspension to the employee, specifying the reason, duration, and effective date. This notice may be given to the employee after the fact, as in the case of an immediate suspension.

Suspended employees shall not be allowed to use any paid leave including vacation leave, sick leave, personal leave, or compensatory time during suspension.

Demotion

A demotion is the reduction in grade or class of employment or assignment to a position of less responsibility, with a corresponding reduction in wage or salary. All demotions shall be in writing, and written notice of a demotion shall be placed in the employee's official personnel file. Demotion may be used to punish serious misconduct and may be used in addition to other forms of discipline, or may be voluntarily requested by the employee as allowed by state law.

Demotions must be approved by the City Manager.

Discharge (Termination)

Discharge, or termination of employment, is the permanent removal from employment with the corresponding permanent loss of all privileges of employment with the City.

An employee may be recommended for discharge by the Department Head, with approval of the City Manager for any reason not prohibited by law, or no reason, with or without notice. Employees may be discharged for any improper or inappropriate conduct including, but not limited to: violation of work rules and general rules and regulations; unacceptable behavior; insubordination; intentional damage to or theft of City property; gross negligence in performing assigned duties; violation of the City's drug and alcohol policy; misconduct; poor performance or unacceptable attendance without ever having received an oral reprimand, a written disciplinary notice or letter, a suspension, a reduction in pay, or a demotion.

Written documentation of the discharge shall be placed in the employee's official personnel file.

Discharges must be approved by the City Manager.

Appeals

An employee may appeal any disciplinary action imposed by his/her Department Head by following the grievance procedure.

SECTION 5.21 GRIEVANCE PROCEDURE

POLICY

The grievance procedure is open to any full-time or part-time employee who believes that the treatment he/she has received on the job is inequitable or unfair, disagrees with the interpretation, application or compliance of the provisions of this Personnel Policy Manual, the issues of pay, promotion, demotion, discipline, job operations, performance review, conduct of fellow workers, or supervision needs to be corrected. All grievances shall be settled only in accordance with the grievance procedures herein set forth. No employee shall be disciplined or discriminated against in any manner because of his/her proper use of the grievance procedure.

PROCEDURE

A grievance may be filed by following the steps outlined below:

Step 1

All grievances in the first instance shall be submitted within ten (10) working days of the incident in writing to the employee's immediate Supervisor, who shall discuss the matter with the employee in an attempt to arrive at a satisfactory settlement. The Supervisor shall decide the grievance and shall respond thereto in writing within ten (10) working days after the written grievance was submitted, exclusive of Saturdays, Sundays, and holidays. No grievance shall be honored if it is not filed within ten (10) working days of the alleged occurrence. If the Supervisor does not reply within ten (10) working days, or if the employee is dissatisfied with the response of the Supervisor, the next step may be initiated. If the employee's immediate Supervisor is a Department Head, the grievance must be initiated at Step 2.

Step 2

The employee shall submit a written grievance to the Department Head. The Department Head shall discuss the grievance with the employee and respond in writing within ten (10) working days, exclusive of Saturdays, Sundays, and holidays after receipt of the grievance. If the Department Head does not respond within ten (10) working days, it shall be considered a "Grievance Denied." If the Department Head does not respond to the written grievance or the employee is dissatisfied with the Department Head's decision, the employee may initiate Step 3.

Step 3

The employee shall submit a written grievance to the City Manager within ten (10) working days following the Department Head's response in Step 2. The City Manager shall attempt to adjust the grievance as soon as possible, but shall give his/her response in writing to the employee within ten (10) working days after receipt of the written grievance. The decision of the City Manager is final. If a written grievance is appealed to the City Manager, the City Manager, regardless of his/her final decision, shall inform the Mayor and the City Council regarding the circumstances of the matter at the earliest opportunity.

Collective bargaining unit members' grievances shall follow the steps outlined in their current collective bargaining agreement.

CHAPTER 6 ABSENCE FROM WORK

SECTION 6.01 DISABILITY LEAVE

POLICY

City of Collinsville employees are presently covered by any one of three separate pension and disability plans. The plans are the Illinois Municipal Retirement Fund (IMRF), the Police Pension Fund, and the Fire Pension Fund. General municipal, police and fire personnel are subject to the regulations governing disability benefits in each of their respective plans. Employees who are not participants in the pension plans are not eligible for disability benefits. Specific eligibility requirements for benefits are included in the individual plans.

PROCEDURE

In the event an employee becomes eligible for disability benefits provided by any of the above named plans, he/she can decide when the disability coverage should begin. Employees have the option to use all available sick and vacation time before receiving the disability benefit or receive the benefit at the time they become eligible. If the benefit begins prior to utilizing all of the employee's sick leave and vacation leave, accrual of these benefits will cease. Any unused sick and/or vacation leave will remain a credit to the employee and will be administered in accordance with City policy after the disability period is over.

Employees should contact their respective pension plan administrator for additional information.

SECTION 6.02 FAMILY AND MEDICAL LEAVE

POLICY

It is the policy of the City of Collinsville to comply with all provisions of the Family and Medical Leave Act (FMLA). This leave will provide eligible employees (defined as an employee who has been employed by the City for at least twelve (12) months and who has worked at least 1,250 hours during the 12-month period immediately preceding the date on which the employee's FMLA will begin) up to twelve (12) weeks of job protected unpaid leave of absence from work during a twelve (12) month period for the following family and medical reasons:

- To care for the employee's child and/or to bond with the child after birth, or placement for adoption or foster care; Foster care must be formal; State action is required.

- To care for the employee's immediate family member who has a serious health condition. Family member is defined as spouse, child, (natural, adopted, foster, or stepchild), sister, brother, and parent (including natural, stepmother, stepfather, or legal guardian).
- If the employee has a qualifying exigency arising out of the fact that the employee's spouse, parent, or child is a covered military member on active duty (or has been notified of a call or order to active duty) in support of a contingency operation.
- To care for a serious health condition that makes the employee unable to perform his/her job.
- To care for a covered service member (spouse, child, employee's parent or next of kin) who is a current member of the Armed Forces, including a member of the National Guard or Reserves, or a member of the Armed Forces, the national Guard or reserves who is on the temporary disability retired list, who has a serious injury or illness in the line of duty on active duty for which he or she is undergoing medical treatment, recuperation or therapy, or otherwise in outpatient status, or otherwise on the temporary disability retired list. This type of leave is also available to care for a veteran of the Armed Forces (including the National Guard or Reserves) discharged within the five year period before the employee first takes leave to care for the veteran who is undergoing medical treatment recuperation, or therapy for a qualifying serious injury or illness. This is called "Military Caregiver Leave."

PROCEDURE

An "Application for Family or Medical Leave" form is available in Human Resources and must be completed by the employee defining the reason for the leave, its duration, and the amount of vacation and sick leave they will use during the leave (if any). The request shall be submitted to the Supervisor, who, after recommending approval or denial, will forward the form to Human Resources for final approval.

The City may require certification, on a periodic basis, of the employee's or family member's continuing serious health condition by the employee's or family member's health care provider. If the City has reason to doubt the validity of a medical certification, the City may require that the employee obtain a second opinion from a health care provider chosen by the City at the City's expense. If the first and second opinions differ, the City may require that the employer obtain a certification from a third health care provider at the City's expense, with the third health care provider to be agreed upon jointly by the City and the employee.

In the event that an employee suffers serious illness or injury and becomes eligible for, and receives, disability benefits provided by his/her pension plan prior to utilizing all of his/her sick leave and vacation leave, and such injury or illness is not covered by Worker's Compensation Insurance, City sick leave and vacation benefits will cease. The City requires employees to exhaust all available sick pay if the reason for the FMLA is the employee's own serious health condition, followed by available vacation time while

on FMLA leave. If the employee is receiving pay from any source such as worker's compensation, etc., he will not be required to use other paid time off (such as sick pay or vacation pay) while off on FMLA. Any unused sick leave and/or vacation leave will remain as a credit to the employee and will be administered in accordance with City policy after the disability period is over.

Length of Leave

Leave for reasons other than Military Caregiver Leave is a maximum of twelve (12) weeks in a 12-month period. The twelve (12) month period is a rolling twelve (12) month period measured backward from the date leave is taken and continuous with each additional leave day taken. This means that, if an employee requests FMLA on June 1 of a particular year, the City will go back to June 2 of the prior year and any FMLA time taken between June 2 of the prior year and June 1 of the current year will be deducted from the total 12 weeks of available leave.

For Military Caregiver Leave only, the 26 weeks of leave an employee is eligible to take is measured forward from the first day of leave. If the reason for any employee's leave qualifies the employee for leave under the FMLA, the City reserves the right to designate the time off as FMLA leave, regardless of whether the employee desires the time off to be designated as FMLA leave. The Office of Human Resources is responsible for making such determination.

Employees on approved FMLA leave are required to use accrued sick leave, vacation leave, or personal leave time unless the leave time is covered by another source of pay such as worker's compensation. If the leave is for the employee's own serious health condition or that of a family member, sick pay must be used first followed by vacation pay. If the leave is not for the serious health condition of the employee or a family member (for example, for bonding with a child or for a qualifying exigency), paid time off (aside from sick pay) must be exhausted first and the leave can thereafter continue, if approved, on an unpaid basis. Employees shall not "accrue" sick leave while on Family Medical Leave, but will continue to "earn" vacation leave, updated upon his/her annual service anniversary date, as if he/she were not away from their job, in accordance with federal regulations.

During an employee's leave of absence for Family and Medical Leave, the employee's group health insurance and life insurance plan shall continue under the same conditions, as coverage would have been provided if the employee had continuously been employed during the leave period. Employees' contributions to premiums continue at the same level as if they were actively employed and an additional administrative fee may be charged as allowed by law. If there is a change in the employee's share of premium costs, the employee will be notified of the change and expected to pay the premium they would have paid had they not been on leave. The employee is responsible to submit his/her portion of the insurance premium along with an administration fee, if any, as authorized by the Act, to Human Resources by the first of each month. Employees, who have questions or desire clarification, should contact Human Resources.

Employees are expected to return to work upon expiration of an approved FMLA leave. An employee who does not return to work upon expiration of FMLA will be considered to have voluntarily resigned, unless the reason for the employee not returning to work upon expiration of an approved FMLA leave is that the employee's own serious health condition prevents the employee from returning to work and the employee has a disability as defined in the Americans with Disabilities Act. If this is the reason for the employee not being released to return to work upon expiration of an approved leave, the City will engage in the interactive process with the employee to determine if there are any reasonable accommodations that could be provided that would allow the employee to return to work. The interactive process is a discussion or series of discussions to determine if a reasonable accommodation exists that would allow the employee to return to work to his position or to another available position and a reasonable accommodation may also include another short period of non-FMLA leave.

SECTION 6.03 SCHOOL VISITATION RIGHTS ACT

POLICY

In accordance with 820 ILCS 147, Public Act 87-1240, the School Visitation Rights Act, the City of Collinsville will allow eligible employees unpaid leave of up to a total of eight (8) hours during any school year, no more than four (4) hours of which may be taken on any given day, to attend school conferences or classroom activities related to the employee's child if the conference or classroom activities cannot be scheduled during non-work hours.

PROCEDURE

No unpaid leave in accordance with this Act may be taken unless the employee has exhausted all vacation leave, personal leave, and/or compensatory leave. Sick leave and disability leave may not be applied to school visitation leave as described under this Act. Upon completion of school visitation rights by a parent or guardian, the school administrator shall provide the parent or guardian documentation of the school visitation. The parent or guardian shall submit such verification to the City. Failure of a parent or guardian to submit the verification statement from the school to the City within two (2) working days of the school visitation will subject the employee to the disciplinary procedures as outlined in this Manual for unexcused absences from work.

SECTION 6.04 FUNERAL LEAVE

POLICY

All full-time employees are provided with up to five (5) paid business days, as funeral leave to attend the funeral, or handle related matters, caused by the death of a member of his or her immediate family. For the purpose of this section, immediate family is defined as spouse, child, (natural, adopted, foster, or stepchild), sister, brother, parent (including natural, stepmother, stepfather, or legal guardian), mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparent, or grandchild. The Department Head must approve all funeral leaves.

PROCEDURE

Employees shall be allowed up to three (3) days paid funeral leave in the event of a death of a family member other than the immediate family. The number of days of funeral leave allowed shall be at the discretion of the department head and shall be decided on a case-by-case basis, dependent upon the circumstances and the relationship of the family member to the employee.

Employees shall be allowed the option of using two (2) days of any other form of accrued leave (sick leave, vacation, personal day) to attend the funeral of anyone other than those family members defined in the section above. Any additional time off desired in conjunction with a funeral as defined by this section shall be considered vacation and shall be subject to the appropriate approvals.

SECTION 6.05 HOLIDAYS

POLICY

The following holidays have been officially designated by the City Council as observed holidays. All full-time employees shall observe these days and shall receive regular pay. Employees governed by an approved collective bargaining agreement shall observe those holidays as stated in said agreement.

| Official Holidays | Day Observed |
|------------------------|-----------------------------|
| New Year's Day | January 1 |
| Presidents' Day | Same as National Holiday |
| Memorial Day | Last Monday in May |
| Independence Day | July 4 |
| Labor Day | First Monday in September |
| Columbus Day | Second Monday in October |
| Veteran's Day | November 11 |
| Thanksgiving Day | Fourth Thursday in November |
| Day after Thanksgiving | Friday after Thanksgiving |
| Christmas Day | December 25 |

PROCEDURE

When a holiday falls on a Saturday, the preceding Friday shall be considered the holiday. When a holiday falls on a Sunday, the following Monday shall be considered the holiday. If a holiday falls on a Saturday or Sunday and the preceding or following day is also considered an official holiday, the designated observed City holiday shall be as determined by the City Manager. The official schedule of observed holidays for the current fiscal year shall be available from Human Resources.

To be eligible for holiday pay, the employee must work the scheduled day before and after the holiday, with the following exceptions:

- If the day before and/or after is a normal day off from duty;
- If the employee is on an approved vacation leave or on an approved personal day before and/or after the holiday.

SECTION 6.06 JURY AND WITNESS DUTY

POLICY

Jury and witness duties are generally considered authorized absences from work and the employee will receive his/her regular base salary while performing these duties.

PROCEDURE

If an employee is required to serve for jury or witness duty, he/she must submit a copy of the summons to his/her supervisor. Because the employee will continue to be paid by the City, the employee will be required to turn over any remuneration received for performing jury service to the City's Finance Office.

SECTION 6.07 MILITARY DUTY LEAVE

POLICY

The City complies with all applicable federal and state laws regarding time off for military duty. If an employee needs time off either for military training (including National Guard or reserve training) or is called to active military duty, let Human Resources know as soon as possible.

PROCEDURE

Any employee, whether or not he/she is a member of any active or reserve component of the Armed Services, the Illinois National Guard, or the Illinois Naval Militia, shall be allowed military leave from employment with City of Collinsville for any period actively spent in military service including basic training and special or advanced training, whether or not within the State of Illinois, and whether or not voluntary. Such leave shall be granted for a cumulative period of service of no longer than five years, except as otherwise required by law.

Employees on approved military leave may use accrued vacation, personal, or compensatory time during their military leave, but are not required to do so. Employees on approved military leave, to the extent they were eligible prior to the leave, shall continue to earn vacation leave time, sick leave time, and personal leave time, be provided the opportunity to continue in the City's group health and dental plans, continue participation in any applicable pension plan, and shall receive holiday pay and any other benefits as may be entitled by law. If the employee does not choose to continue the City's group health insurance during the leave, he/she shall be permitted immediate reinstatement into the group health plan when the employee returns from military service. Military leave shall be granted without loss of seniority or other previously accrued benefits, and in accordance with the Illinois Public Employee Armed Services Rights Act, the federal Uniformed Services Employment and Re-employment Rights Act, and all other applicable federal and state laws.

Whenever possible, employees must provide advanced notice (preferably written) of their departure for military service to the Human Resources Office. This notice may also be provided by an appropriate officer of the branch of the military in which the employee will be serving. The employee need not give notice, however, if he or she is prevented by military necessity, or if it is otherwise unreasonable or impossible to do so.

Employees who are members of the reserves (including the National Guard) shall be granted leave for any period actively spent in military service, including: (1) Basic Training; (2) Special or advanced training, whether or not within the State, and whether or not voluntary; and (3) Annual training. For part time employees, leave for training shall be treated as set forth in the general provisions section above.

For full time employees in the reserves, during leaves for training the employee's seniority and other benefits shall continue to accrue. In addition, full-time employees shall receive the following:

1. During leaves for annual training, the employee shall continue to receive his or her regular compensation
2. During leaves for basic training or for special or advanced training, if the employee's compensation for military activities is less than his or her compensation as a City employee, he or she shall receive his or her regular City compensation minus the amount of his or her base pay for military activities.

Employees in the reserves (including the national guard) who are mobilized to active military duty by presidential order shall receive continuing compensation (minus the amount of the employee's base military pay) for the entire period of active military service; and continuing health insurance and other benefits the employee was receiving or accruing at the time the employee was called to duty.

Such employees, upon being called to active duty, must choose one of the following procedures for payment:

1. The employee may submit and assign military earnings to the City of Collinsville. In the case of assignment of military earnings, the Human Resources Office shall return the military earnings to the payroll fund from which the employee's payroll check is drawn. Military earnings must be submitted to the Human Resources Office at least one (1) week preceding each designated payday. If the employee's compensation for military activities is less than his/her compensation as a City employee, he/she shall receive his/her regular compensation as a City employee, minus the amount of his/her base pay for military activities. If the military pay exceeds the employee's regular earnings, the City shall return the difference to the employee; or
2. The employee may submit certification of his/her military earnings (from his/her commanding officer or department of his/her military unit) to the City of Collinsville. Certification of military earnings must be submitted at least one (1) week prior to the first designated payday, and anytime thereafter that the rate of military pay changes. If the employee's compensation for military activities is less than his/her compensation as a City employee, he/she shall receive his/her regular compensation as a City employee, minus the amount of his/her base pay for military activities.

Employees returning to work following military service shall notify the City of their intent to return. Employees who have been engaged in military duty and wish to return to work must apply for reinstatement for employment with the City within 14 days following service completion. For commitments beyond 180 days, the employee has up to 90 days following completion of service. If, due to no fault of the employee, timely reporting back to work would be impossible or unreasonable, the employee must report back to work as soon as possible unless otherwise provided for by law. Failure to comply with the above stated time periods for reinstatement may be grounds for the denial of reinstatement and/or discipline, including termination.

SECTION 6.08 PERSONAL LEAVE

POLICY

The City of Collinsville shall grant one (1) day personal leave per year after the first six months of continuous employment without deduction from regular compensation, upon approval by the department head or his/her designee. Such leave shall not be accumulated.

SECTION 6.09 SICK LEAVE

POLICY

Full-time employees and appointed officials of the City of Collinsville shall receive regular pay during unavoidable absence from work due to sickness or accident, at the rate of one and one-half working day for each calendar month of employment.

PROCEDURE

Any unused days so allowable during said anniversary year can be accumulated in succeeding years until an employee has accumulated a total of sixty (60) days of sick leave, except that no such allowance shall be made for any period during which pension payments are made.

Employees will be paid for one-half of the number of days of unused sick leave accumulated over the maximum sixty (60) days allowable. Payment is to be made in the last quarter of the fiscal year at the discretion of the Finance Director dependent upon workload. No employee will be entitled to more than nine (9) days in any one fiscal year.

An employee absent because of illness to himself/herself or absent because said employee has been exposed to contagious disease should contact his/her department head within (1) hour of his/her start

time on the first morning of absence, but in no case should contact his department head later than 12:00 p.m.

If an employee uses two (2) consecutive sick leave days, the City reserves the right to have that absence confirmed by a medical doctor or other health practitioner. Sick leave claimed proceeding or following any scheduled days off, including vacations or funeral leave, must be accompanied by a doctor's certificate. No employee can be paid sick leave unless such employee abides by these rules.

If the head of a department shall determine the employee has charged an absence against sick leave pay although no actual sickness to the employee has occurred, said department head may deduct the value of the absent time from employee's wages or salary and take such disciplinary action as he deems proper.

Sick leave benefits for employees covered by any approved collective bargaining agreement shall be as set forth in such agreements.

SECTION 6.10 VACATIONS

POLICY

Full-time employees are eligible for vacation benefits as shown below. Vacation benefits for employees governed by an approved collective bargaining agreement or any employment agreement for an appointed official shall be as set forth in such agreements.

Vacation allowances shall be earned on the employee's anniversary date and based on completed years of continuous service as follows:

| Years of Full-Time Service | Vacation Days (40 Hour Employees) |
|----------------------------|--------------------------------------|
| After 6 months | 1 week |
| 1st Anniversary | 1 additional week |
| 2nd to 4th Anniversary | 2 weeks |
| 5th to 9th Anniversary | 3 weeks |
| 10th to 19th Anniversary | 4 weeks |
| 20th Anniversary and up | 5 weeks |

PROCEDURE

Vacation leave time away from work will be considered as service time earned and will not affect seniority. Holidays observed during a vacation leave period shall not be charged against vacation leave. Any regular employee hired must have a minimum of six (6) months service in order to qualify for vacation pay.

Employees shall be awarded one-week vacation upon completion of the first 6 months of service. Another week shall be awarded upon the employee's first anniversary. The employee shall have until his second anniversary to use this vacation. All other vacation awarded shall be used prior to the employee's anniversary date, except as approved by the City Manager.

An employee who terminates will receive prorated vacation pay for all accrued vacation. An unused portion of sick leave and vacation time will be paid to the employee at the time of retirement or to beneficiary in the event of an employee's death.

Employees are encouraged to use available vacation for rest, relaxation, and personal pursuit. If an employee is unable to use all earned vacation time in any given benefit year, he/she has the option to carry over up to one (1) week (forty (40) hours) of vacation into the next benefit year. Upon each employee's anniversary date, any hours over forty (40) of unused vacation WILL BE LOST.

Employees are not permitted the choice of working for extra pay instead of taking their vacations.

SECTION 6.11 WEATHER-RELATED LEAVE

POLICY

In instances of weather-related absences, the City Manager, in consultation with Department Heads, shall determine if non-emergency employees will be excused from work with pay due to extreme weather conditions.

PROCEDURE

If an employee is unable to travel to their work facility due to extreme weather conditions, the employee will be excused but unpaid. Non-emergency employees may use vacation, personal days, or compensatory time (if applicable) in such instances. Non-emergency employees released from work before the end of their work shift, shall be excused, and paid for the remaining time not worked due to extreme weather conditions. The respective Department Head shall determine whether policies for emergency-related employees in the Fire Department, Police Department, Street Department, Water Department, and Wastewater Department.

CHAPTER 7 SEPARATION

SECTION 7.01 DEFINITIONS

POLICY

Separation from employment with the City of Collinsville may be accomplished by discharge, layoff, resignation, and retirement, as hereinafter defined:

Discharge

Involuntary termination initiated by the City. Discharge or termination of employment is the permanent removal from employment with the corresponding permanent loss of all privileges of employment with the City.

Layoff

Involuntary separation initiated by the City due to the elimination of certain positions or a reduction in payroll because of changing and unforeseen circumstances.

Resignation

Voluntary separation initiated by the employee.

Retirement

Voluntary separation in accordance with provisions of the Illinois Municipal Retirement Fund, Fire Pension Retirement Plan, or Police Pension Retirement Plan.

SECTION 7.02 DISCHARGE

POLICY

An employee may be discharged by the Department Head, with approval of the City Manager for any reason not prohibited by law, or no reason, with or without notice. Employees may be discharged for any improper or inappropriate conduct including, but not limited to, violation of work rules, violation of general rules and regulations, violation of standards of conduct, unacceptable behavior, insubordination, intentional damage to, or theft of, City property, gross negligence in performing assigned duties, intoxication in the workplace, misconduct, poor performance, or unacceptable attendance, without ever having received an oral reprimand, a written disciplinary notice or letter, a suspension, a reduction in pay, or a demotion.

Any discharge of full-time police officers and firefighters are subject to the rules and regulations of the Board of Fire and Police Commissioners. Any discharge of Civil Service Commission employees are subject to the rules and regulations of the Board of Civil Service Commissioners.

PROCEDURE

Employees of the City who are to be discharged shall be paid for all unused and accrued vacation leave at the time of termination. Unused vacation leave shall be determined as of the employee's last anniversary date that was prior to the date of discharge on a pro-rata basis determined by length of service. Full-time, hourly employees shall be paid for any unused compensatory time in accordance with FLSA regulations at the time of termination.

SECTION 7.03 LAYOFF

POLICY

If the City finds it necessary to release an employee from his/her duties due to a lack of work and/or a reduction in the work force, the employee shall be given advance notice of ten (10) working days for non-supervisory personnel and twenty (20) working days for Supervisory personnel.

SECTION 7.04 RESIGNATION

POLICY

An employee who resigns from the City is expected to provide advance notice of resignation (ten (10) working days for non-supervisory personnel and twenty (20) working days for Supervisory personnel) to the employee's Supervisor.

In the case of Department Heads and Supervisors, advance notice of thirty (30) working days shall be made to the City Manager.

PROCEDURE

The employee shall be entitled to compensation for any unused vacation leave. Unused vacation leave shall be determined as of the employee's last anniversary date on a pro-rated basis determined by length of service. Full-time, hourly employees shall be paid for any unused compensatory time in accordance with FLSA regulations. Employees not covered by a collective bargaining agreement shall be paid for any unused sick leave as part of their voluntary separation provided the employee has vested in

the IMRF fund or the Police or Fire Pension Fund and leaves the contributions to that fund until they elect to receive pension benefits.

The employee's final paycheck (including any unused vacation and applicable compensatory time) shall be issued on the first normal pay date after resignation. The Department Head shall notify Human Resources of the resignation and any remaining hours to be paid to the employee and shall forward the original timesheet(s) of the resigning employee to the Human Resources Office for verification and placement in the employee's official personnel file, as soon as possible.

An employee who resigns in good standing may be eligible for re-employment at a future time, provided an opening is available and his/her qualifications for that position are satisfactory. If re-employed or re-appointed, the employee starts as a new employee insofar as continuous service, accumulated sick leave, and benefits are concerned. If an employee is re-employed later, after five (5) years of re-employment, past service credit years may be "bridged" or added to recognize previous and current service years for purposes of vacation leave. For example, if an employee worked for the City for ten (10) years, resigned in good standing, and later became re-employed by the City for five (5) years, they would receive vacation leave for fifteen (15) years of service.

CHAPTER 8 BENEFITS

SECTION 8.01 DEFERRED COMPENSATION PLAN

POLICY

The City offers several governmental approved 457 Deferred Compensation Plans. These are voluntary programs and do not have an employer contribution. These plans allow employees to earn and invest money now, and pay taxes on it later. The employee's contribution is automatically deducted from his/her paycheck and applied to an account according to the employee's instructions.

SECTION 8.02 EMPLOYEE ASSISTANCE PROGRAM

POLICY

The City provides an Employee Assistance Program (EAP) for all employees and their immediate family. Employee services available through the EAP include counseling regarding a broad range of issues such as parenting concerns, marital and family stress, emotional stress, personal problems, alcohol and drug abuse, and financial or legal problems.

PROCEDURE

Supervisors may refer employees to the EAP or employees may choose to contact the EAP at any time. EAP services are provided by the City as a benefit for employees and their immediate family members at no charge. Use of the Employee Assistance Program is confidential.

The EAP is not an avenue of internal reporting. Employees with complaints of workplace wrongdoing including, but not limited to harassment, discrimination, retaliation, internal theft, fraud, substance abuse on the job, violence or threats of violence, workers' compensation fraud, etc., should immediately report such instances to their immediate Supervisor and/or Department Head.

Detailed information on the City's Employee Assistance Program may be obtained from Human Resources.

SECTION 8.03 GROUP HEALTH INSURANCE

POLICY

All regular full-time employees may participate in the comprehensive group health insurance plan provided by the City.

PROCEDURE

Each new employee will receive a complete description of each plan offered by the City in the “New Employee Orientation” packet available through the Office of Human Resources. Part-time, temporary, and seasonal employees are not eligible for health insurance coverage.

The current health insurance coverage includes medical, hospitalization, dental, and vision care. Coverage is available for employees and dependents. The City currently pays the full premium for employee health insurance coverage and 75% of the cost of dependent health insurance coverage. The City also pays the premium for dental insurance coverage for those employees not covered by a collective bargaining agreement. Those employees covered by a collective bargaining agreement may elect to participate in the dental insurance program at their own cost. Employees may contact Human Resources for more information regarding rates.

SECTION 8.04 GROUP LIFE INSURANCE

POLICY

The City currently provides all full-time employees with group life insurance coverage.

PROCEDURE

The City provides \$55,000 in insurance to all Department Heads and non-union employees with salaries in excess of \$35,000 per year. The City provides \$35,000 in insurance to non-union employees earning less than \$35,000 per year. Employees covered by collective bargaining agreements are provided varying amounts as stated in their collective bargaining agreements. This coverage ends when employment with the City ends. Employees who retire may elect to continue the life insurance at their own cost. Contact the Office of Human Resources for specific information regarding life insurance coverage. Life insurance benefits in excess of \$50,000 shall be subject to withholding taxes per IRS guidelines.

SECTION 8.05 PENSION

POLICY

All full-time employees of the City participate in a pension plan.

PROCEDURE

All employees, except sworn police officers and firefighters, who are expected to work 1000 hours or more in a year are required to contribute to the Illinois Municipal Retirement Fund (IMRF), a statewide pension fund. Participation costs are collected through payroll deductions. The amount contributed is determined by State statutes. In addition, the City contributes an amount on behalf of each participating employee in accordance with State statutes. Employee contributions are tax deferred.

Participation in these pension programs is subject to the rules and regulations of the fund. The City of Collinsville Fire and Police Pension Boards manage the funds in accordance with Illinois law.

SECTION 8.06 RETIREMENT BENEFITS

POLICY

Employees who have maintained continuous full-time employment with the City may continue participation in the existing group health and dental insurance programs upon simultaneous application for retirement or for permanent disability.

Sick pay benefits are available upon retirement if an employee has maintained continuous full-time employment with the City and has accumulated sick days.

PROCEDURE

If an employee chooses to continue the insurance upon retirement, the City will contribute an amount per month equal to the highest amount currently being provided in a City collective bargaining agreement at the time of retirement toward the retiree's premiums as long as the retiree remains on the City's insurance plan. Retiree benefits for employees governed by an approved collective bargaining agreement or any employment agreement for an appointed official shall be as set forth in such agreements.

The City will pay retiring employees for earned sick leave up to a maximum of four hundred eighty (480) hours (sixty (60) earned sick days). Payment for up to four hundred eighty (480) earned sick leave hours

shall be made in one (1) lump sum payment on the next available payroll after the employee's last day of work. The employee's termination date shall be the last day worked. The employee's health and dental insurance shall end at the end of the month in which the termination date falls, at which time the employee may begin paying the full premium(s) if continued coverage is desired.

Employees not covered by a collective bargaining agreement shall be paid for any unused sick leave as part of their separation pay for non-terminable separations provided the employee has vested in IMRF or in the Police or Fire Pension Fund and leaves the contributions to that fund until they elect to receive pension benefits.

SECTION 8.07 WORKER'S COMPENSATION INSURANCE

POLICY

The City shall provide workers' compensation benefits in accordance with Illinois Compiled Statutes. The City will pay for all necessary first aid, medical, and surgical services reasonably required to cure or relieve the effect of any accidental injury or disablement suffered by an employee arising out of, or in the course of, employment with the City. However, Illinois law provides that in order to protect their eligibility for such benefits, employees are required to report their on-the-job injuries within forty-five (45) days of occurrence.

PROCEDURE

Employees may, at any time, secure their own physician, surgeon, and hospital services for work-related injuries. The City, through its workers' compensation administrator, reserves the right to have another doctor of its choice also examine the employee as deemed necessary.

Employees injured on the job shall receive all benefits as provided in the Illinois Compiled Statutes. If a Police Officer or Firefighter is disabled for a period that is longer than that provided by statute, benefits shall then be coordinated with the City's insurance carrier.

The Illinois Workers' Compensation Commission is responsible for administering the law, providing information, assisting employees and employers, and resolving any disputes regarding employees' entitlement to benefits and the amount of benefits. Medical care, temporary total disability, permanent disability, disfigurement, and death benefits are provided to employees in accordance with the regulations of the Workers' Compensation System in Illinois. Detailed information regarding the rights and obligations of employees under the Illinois Workers' Compensation Act may be obtained from Human Resources or from the Illinois Workers' Compensation Commission.

SECTION 8.08 VOLUNTARY SICK BANK PROGRAM

POLICY

The City of Collinsville Sick Leave (Bank) Donation Program is intended for alleviating the hardship caused when employees lose compensation as the result of a catastrophic illness or injury. This program provides additional paid leave to employees who have exhausted accrued leave. The Sick Leave Donation Program does not alter, amend, or change the Sick Leave Policy for the City of Collinsville and is in no way meant to establish any precedent under the Sick Leave Policy.

SECTION 8.09 PROFESSIONAL MEMBERSHIPS

POLICY

The City encourages qualified employees to become members of professional organizations and associations, which are directly related to the employee's position with the City.

PROCEDURE

The City, subject to approval by the Department Head, will pay annual membership fees as well as the costs associated with attendance at annual conferences and periodic luncheons. These payments will be subject to the amounts approved in the annual budget for this purpose.

SECTION 8.10 TUITION REIMBURSEMENT PROGRAM

POLICY

The Tuition Reimbursement Program is designed to provide financial assistance to Collinsville employees that do not have the opportunity afforded through a collective bargaining agreement. The objective of this program is to allow employees to further their education while working for the City and fulfill their personal and professional goals, embracing an attitude of lifetime learning, and enabling them to become a provider of superior service.

PROCEDURE

Only active, full-time permanent employees of the City of Collinsville are eligible for the Tuition Reimbursement Benefit. Eligible employees must pass their probationary period before applying for this benefit and must be actively employed at the time of course completion. Prior to the course enrollment, the employee's department head must pre-approve the course chosen. If the course is an elective, or

part of a degree plan, the employee must provide the degree plan. Failure to comply with these prerequisites will result in denial of tuition reimbursement.

SECTION 8.11 UNIFORM AND CLOTHING ALLOWANCE

POLICY

Uniforms, uniform allowance, or clothing allowance may be furnished to certain City employees. Such uniforms must be kept clean, neat, and in good condition, and must be worn while performing duties for the City.

PROCEDURE

At the time of separation from employment with the City, employees must return rented uniforms in good condition.

No advanced payments shall be made for uniforms and/or clothing. Reimbursement shall be made only after authorized purchases are made and receipts are submitted with an expense voucher. Uniform or clothing allowance shall be subject to withholding taxes per IRS regulations.

CHAPTER 9 MISCELLANEOUS

SECTION 9.01 EMPLOYEE IDENTIFICATION

POLICY

All City employees, as representatives of the City of Collinsville, shall be furnished photo identification cards.

PROCEDURE

All costs for identification cards issued to an employee shall be borne by the City. Identification cards shall only be used in the course of conducting official business for the City. Identification cards may be obtained in the Office of Human Resources.

SECTION 9.02 TRAINING AND CAREER DEVELOPMENT

POLICY

The City is committed to providing and supporting employee training, career development, and recognizes that attendance at and participation in seminars, conferences, workshops, and conventions is a valuable method for updating job knowledge, skills, and abilities.

PROCEDURE

Requests by employees to attend such training should be submitted through their immediate Supervisor for review and approval. Outside training programs must be approved by the employee's Department Head in advance of the commitment.

SECTION 9.03 TRAVEL REGULATIONS AND REIMBURSEMENTS

POLICY

The City's goals are to allow travel arrangements that (1) demonstrate good stewardship of public funds, (2) provide equitable treatment of all personnel, and (3) allow travel in a manner that is dignified and reflects credit on the City of Collinsville. These regulations are applicable for all travel expenses incurred on behalf of the City by employees, elected officials, and board or commission members. Where these regulations do not adequately cover a travel situation, the City Manager may authorize exceptions.

PROCEDURE

No personal expenses will be reimbursed by the City. There is no objection to a spouse and/or other family members traveling on an official trip, but no expenses directly attributable to them will be reimbursed by the City.

A travel advance, in an amount not to exceed 80% of estimated out-of-pocket expenses for the trip, may be secured by use of the Travel Advance Request Form. The form should be approved by the Department Head and submitted to the Finance Department no later than two weeks prior to the date of the trip. An advance will be made in the form of a check.

Within two weeks after returning from a trip, a Travel Expense Report must be completed by the traveler, approved by his/her Department Head, and forwarded to the Finance Department along with any unused portion of the travel advance. Required receipts should be attached to the travel expense report. If the purpose of travel is for a conference, seminar, or other training program, an agenda should also be attached. If actual expenses exceed the travel advance, the excess amount will be reimbursed in the form of a check.

Commercial carrier fares will be limited to "coach" or "economy" fares when such services are available. Travel to and from stations and airports may be by bus, limousine, taxi, or private vehicle (for which mileage will be paid), whichever is least costly. When possible, travel arrangements should be made with a City credit card or billed directly to the City. Receipts for transportation costs will be required. City owned vehicles are used for travel when available. Private vehicles may be used for travel on City business. Reimbursement will be based on the standard mileage rate (as determined by the IRS) plus tolls and parking charges.

When two or more people travel in the same private vehicle, reimbursement will be paid to the owner of the vehicle. Mileage reimbursement will be based on the actual number of miles driven while traveling on City business.

Employees should not drive to meetings and conferences when the travel time in route to the destination requires more than one day. In such instances, no reimbursement will be made for any lodging, meals or other expenses incurred in route, unless prior approval is received from the City Manager.

There may be an occasion when rental of a vehicle may be appropriate (i.e. great distance between hotel and conference sites, or a group of City employees/officials traveling together). "Good Judgment" is encouraged when determining the need for a rental. The actual cost will be reimbursed and receipts will be required.

Rental car expenses will be authorized when it is less expensive than the use of a private vehicle.

Hotel or motel reservations should be made well in advance to ensure that lodging is secured at moderate rates. Receipts for lodging will be required. Reimbursement of lodging will be limited to the minimum number of nights required to conduct City business. For example, if a conference opens on Sunday evening and closes Thursday, reimbursement for Sunday through Wednesday night would be allowed. If the traveler chooses to arrive earlier or stay later, the additional lodging and other expenses related to this decision are personal expenses and will not be reimbursed. There may be instances in which significant savings in travel expenses may be achieved by taking advantage of discount fares requiring an additional night's stay. Prior authorization by the Department Director will be required to utilize this arrangement.

No lodging expense will be reimbursed for meetings or conferences held in the St. Louis area unless prior approval is obtained from the City Manager.

Per Diem is the allowance for meals and incidental expenses (gratuities, personal telephone calls, baggage storage, etc.) The General Services Administration (GSA) establishes per diem rates for destinations within the Continental United States (CONUS). Employees authorized to travel overnight will be approved for a travel per diem at the meals and incidental expense rate as determined by the GSA. An employee need not collect or submit receipts to justify meal expenses and may receive an appropriate advance toward this per diem. Not all travel expenses included in the per diem should be charged to a City issued credit card.

The per diem amount for a travel destination may be determined by consulting the GSA website (www.gsa.gov) or the Finance Department. Please note that per diem rates are updated annually on October 1.

Employees shall be paid one-half of the daily per diem amount for the day they leave on a trip if they leave after 1:00 p.m. or the day they return from a trip if they return prior to 5:00 p.m.

If the City is paying for any of the traveler's meals as part of the registration fee, hotel reservation or overall package for the trip, a deduction shall be made in the daily per diem. The deduction will be at the rate determined by the GSA in the meals and incidental expense breakdown.

Per Diem does not apply to local travel. Employees may be reimbursed for reasonable cost of meals at the discretion of the Department Director when attendance at meetings, seminars, conferences, etc. does not require overnight travel. Itemized receipts must be provided. Reimbursement will be made in the form of a check or from petty cash, if available.

Only the following individuals have authority to make entertainment expenditures: the City Manager, department directors, and elected officials. All others must have prior approval from the City Manager. The amount expended for entertainment must be reasonable and the purpose must be well defined and in the City's interest. The City will reimburse employees for actual expenditures related to entertainment only when receipts and documentation (including names and titles of individuals present) are submitted to the Finance Department.

When possible, registration fees should be paid with a City credit card or billed directly to the City. Registration and tuition fees for pre-approved professional meetings, seminars, and conferences will be reimbursed if not prepaid by the City. Receipts will be required.

SECTION 9.04 LITIGATION INVOLVING CITY EMPLOYEES

POLICY

Any employee of the City who receives any summons, notice, or complaint alleging any claim or cause of action arising as a result of the performance of official duties as an employee of the City shall immediately notify his/her immediate supervisor and Department Head and furnish to him/her a copy of said summons, notice, or complaint who shall thereafter forward said materials to the City Manager.

PROCEDURE

The City Manager shall thereafter forward said summons, notice, or complaint to the City's insurance carrier. The City's insurance carrier shall make a determination whether it will undertake the defense of the employee and provide coverage for any damages resulting from the claim or cause of action under the terms of the City's policy. If the City's insurance carrier determines that the alleged claim or cause of action does not result in a circumstance included in the City's coverage, then the City Manager shall determine whether the claim or cause of the action did in fact arise as the result of the legitimate and reasonable performance of official duties. If the City Manager's determination is affirmative and, with the consent of the employee, the City of Collinsville shall undertake the defense of said claim or cause of action at City expense, and in the further event that a judgment is entered against said employee in the cause of action, the City of Collinsville shall indemnify the employee from any portion of the judgment not satisfied by the City's insurance carrier.

SECTION 9.05 DISCLAIMER

This Manual, and the policies it contains, is not intended to form a contract of employment either expressed or implied. As such, the City of Collinsville Personnel Policy Manual may be varied from, amended, supplemented, or discontinued at any time, with or without notice. Furthermore, no policy,

benefit, or procedure set forth in this Manual implies, or may be construed to imply, that it or any portion thereof is an employment contract. The Manual creates no property or tenure rights in employment. The text of this Manual is intended only to describe the policies and procedures of the City, relative to human resources management.

PERSONNEL POLICY MANUAL ACKNOWLEDGEMENT FORM

In the State of Illinois, it is presumed by case law that all employees are “at will.” Except for employees under the jurisdiction of the Board of Fire and Police Commission or the Civil Service and rules governing those bodies and those governed by an approved collective bargaining agreement or other approved employment agreement, employment with the City of Collinsville is “at will.” This means that both the employee and the City have the right to terminate the employment relationship at any time, for any reason not prohibited by law, or no reason, with or without notice. The at-will employment relationship cannot be modified, except by ordinance or by a duly authorized and executed collective bargaining or other written employment agreement. This Manual, and the policies it contains, is not intended to form a contract of employment either expressed or implied. As such, the City of Collinsville Personnel Policy Manual may be varied from, amended, supplemented, or discontinued at any time, with or without notice. Furthermore, no policy, benefit, or procedure set forth in this Manual implies, or may be construed to imply, that it or any portion thereof is an employment contract. This Manual creates no property or tenure rights in employment. The text of this Manual is intended only to describe the policies and procedures of the City, relative to human resources management.

Since the information, policies, and benefits described here are necessarily subject to change, I acknowledge that revisions to the handbook may occur. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies. Only the City Manager of the City of Collinsville has the ability to adopt any revisions to the policies in this handbook.

I acknowledge that I have received a copy of the employee handbook for the City of Collinsville. I also acknowledge that I have read this manual in its entirety and am familiar with its contents. The employee handbook describes important information about the City, and I understand that I should consult the Office of Human Resources regarding any questions not answered in the handbook. Furthermore, I acknowledge that this handbook is neither a contract of employment nor a legal document.

| | |
|---------------------------|--|
| EMPLOYEE'S NAME (printed) | |
| EMPLOYEE'S SIGNATURE | |
| DATE | |

AGENDA ITEM REPORT

DATE OF MEETING: December 12, 2016

ITEM: Motion to Approve Payment of Bills for the Period Ending December 2, 2016 in the Amount of \$924,898.99

STRATEGIC PLAN GOAL: Goal # 7 – Financially Sustainable City

BACKGROUND:

Individual check run amount is as follows:

| | |
|------------------|--------------|
| December 2, 2016 | \$924,898.99 |
|------------------|--------------|

RECOMMENDATION:

The Director of Finance recommends approval of the Motion to Approve Payment of Bills for the Period Ending December 2, 2016 in the Amount of \$924,898.99.

ITEM SUBMITTED BY: Tamara Ammann, Director of Finance

ATTACHMENTS: Board List

Board Listing

For Meeting Dated 12/12/16

List #383

| Vendor | Invoice | Description | Inv. Date | Due Date | Amount |
|--|-------------------------|---------------------------------|---------------------------------------|----------|--------------|
| AAIM TRAINING AND CONSULTING LLC | | | | | |
| | Invoice: 22320 | 01-15-00-5490 KK: BACKGRD CHECK | 09/30/16 | 12/01/16 | \$174.00 |
| | | 01-15-00-5490 JB: BACKGRD CHECK | \$54.00 | | |
| | | 01-15-00-5490 AB: BACKGRD CHECK | \$54.00 | | |
| | Invoice: 260570 | 01-15-00-5630 CUSTOMER SVC TRNG | \$66.00 | | |
| | | | 11/11/16 | 12/01/16 | \$2,110.00 |
| | | | \$2,110.00 | | |
| Vendor Total for: AAIM TRAINING AND CONSULTING LLC | | | (Fiscal YTD Payments: \$2,846.00) | | \$2,284.00 |
| ADVANCE AUTO PARTS - COMMERCIAL | | | | | |
| | Invoice: 5825628742823 | 01-20-10-6130 JUMP BOX | 10/13/16 | 12/01/16 | \$299.99 |
| | | | \$299.99 | | |
| Vendor Total for: ADVANCE AUTO PARTS - COMMERCIAL | | | (Fiscal YTD Payments: \$596.99) | | \$299.99 |
| ALLAN, LINDA | | | | | |
| | Invoice: 90064483 | REIMBURSE DIRECT DEPOSIT | 11/10/16 | 12/01/16 | \$22.15 |
| | | 01-00-00-3840 LA: DIRECT DEP | \$22.15 | | |
| Vendor Total for: ALLAN, LINDA | | | (Fiscal YTD Payments: \$.00) | | \$22.15 |
| ALLIED WASTE SERVICES #350 | | | | | |
| | Invoice: 0350-003269668 | 01-45-00-5730 12/16 TRASH SRV | 11/15/16 | 12/01/16 | \$118,584.30 |
| | | | \$118,584.30 | | |
| Vendor Total for: ALLIED WASTE SERVICES #350 | | | (Fiscal YTD Payments: \$1,311,351.30) | | \$118,584.30 |
| AZAVAR AUDIT SOLUTIONS | | | | | |
| | Invoice: 12416 | ORD 4440; COC/002 | 10/27/16 | 12/01/16 | \$302.70 |
| | | 01-10-00-5310 11/16 CONTINGENCY | \$302.70 | | |
| | Invoice: 12431 | ORD 4440; COC/001 | 11/01/16 | 12/01/16 | \$586.49 |
| | | 01-10-00-5310 5OF48 CONTINGENCY | \$586.49 | | |
| | Invoice: 12443 | ORD 4440; COC/001 | 11/01/16 | 12/01/16 | \$926.38 |
| | | 01-10-00-5310 5 OF 36 SETTLEMNT | \$926.38 | | |
| | Invoice: 12513 | ORD 4440; COC/003 | 10/01/16 | 12/01/16 | \$26.45 |
| | | 01-10-00-5310 2016 TRIMESTER 2 | \$26.45 | | |
| Vendor Total for: AZAVAR AUDIT SOLUTIONS | | | (Fiscal YTD Payments: \$30,153.52) | | \$1,842.02 |
| B & F CONSTRUCTION CODE SERVICES, INC | | | | | |
| | Invoice: 45268 | WALMART, 1101 BELTLINE RD | 11/02/16 | 12/01/16 | \$1,308.84 |

Board Listing

For Meeting Dated 12/12/16

List #383

Amount

| Vendor | Invoice | Description | Inv. Date | Due Date | Amount |
|---|--------------------------|---|------------------------|----------|------------|
| | | 01-66-00-5320 BLDG PLAN REVIEW | \$1,308.84 | | |
| Vendor Total for: B & F CONSTRUCTION CODE SERVICES, INC | | (Fiscal YTD Payments: \$1,963.45) | | | \$1,308.84 |
| B & K TOWING | | | | | |
| | Invoice: 10/11/16 | 01-20-10-5130 #25 TOW | 10/11/16 \$75.00 | 12/01/16 | \$75.00 |
| Vendor Total for: B & K TOWING | | (Fiscal YTD Payments: \$11,281.75) | | | \$75.00 |
| BANK OF EDWARDSVILLE | | | | | |
| | Invoice: 11/16 INT 1231 | 28-00-00-8403 #1231 LEASE INTST | 11/15/16 \$1,975.37 | 12/01/16 | \$1,975.37 |
| | Invoice: 11/16 PRIN 1231 | 28-00-00-8403 #1231 LEASE PRIN | 11/15/16 \$6,614.63 | 12/01/16 | \$6,614.63 |
| Vendor Total for: BANK OF EDWARDSVILLE | | (Fiscal YTD Payments: \$68,720.00) | | | \$8,590.00 |
| BANNER FIRE EQUIPMENT, INC | | | | | |
| | Invoice: 444262 | INITIAL ISSUE 01-31-00-4710 PB: FLASHLIGHT | 10/17/16 \$157.76 | 12/01/16 | \$157.76 |
| | Invoice: 444298 | 01-31-00-5130 #1234 REP LADDER | 10/19/16 \$1,013.32 | 12/01/16 | \$1,013.32 |
| | Invoice: 444403 | 01-31-00-5130 #1215 RPL ENGN FN | 10/25/16 \$1,050.94 | 12/01/16 | \$1,050.94 |
| | Invoice: 444404 | 01-31-00-5130 #1234 RPL THROTTL | 10/25/16 \$855.92 | 12/01/16 | \$855.92 |
| | Invoice: 444405 | 01-31-00-5130 #1215 PUMP TEST | 10/25/16 \$230.00 | 12/01/16 | \$1,499.40 |
| | | 01-31-00-5130 #1215 RPL GASKET | \$9.49 | | |
| | | 01-31-00-5130 #1215 TRNSFR CASE | \$103.50 | | |
| | | 01-31-00-5130 #1215 DOOR SPRING | \$224.45 | | |
| | | 01-31-00-5130 #1215 FUEL, LABOR | \$95.56 | | |
| | | 01-31-00-5130 #1215 RPL GAUGES | \$211.00 | | |
| | | 01-31-00-5130 #1215 RPL VALVE | \$515.40 | | |
| | | 01-31-00-5130 #1215 ADJ CABLE | \$55.00 | | |
| | | 01-31-00-5130 #1215 RPL ZERTS | \$55.00 | | |
| | Invoice: 444406 | 01-31-00-5130 #1215 RPL AIR PMP | 10/25/16 \$1,311.37 | 12/01/16 | \$1,311.37 |
| Vendor Total for: BANNER FIRE EQUIPMENT, INC | | (Fiscal YTD Payments: \$63,539.59) | | | \$5,888.71 |
| BARCO MUNICIPAL PRODUCTS INC | | | | | |
| | Invoice: IN-222677 | | 11/21/16 | 12/01/16 | \$360.30 |

Board Listing

For Meeting Dated 12/12/16

List #383

| Vendor | Invoice | Description | Inv. Date | Due Date | Amount |
|---|-----------------------|--|------------------------|----------|------------|
| | | 52-43-20-6520 MARKING PAINT | \$360.30 | | |
| Vendor Total for: BARCO MUNICIPAL PRODUCTS INC | | (Fiscal YTD Payments: \$550.00) | | | \$360.30 |
| BEELMAN LOGISTICS LLC | | | | | |
| | Invoice: 517733 | BOL #599944-1 52-44-30-6560 24T HYDRD LIME | 11/10/16 \$484.56 | 12/01/16 | \$484.56 |
| | Invoice: 517734 | BOL #400031767 52-43-30-6560 26.84T QUICKLIME | 11/10/16 \$541.90 | 12/01/16 | \$541.90 |
| | Invoice: 517736 | MAIN ST WATER MAIN 41-00-00-8500 452.01T CA6B | 11/10/16 \$4,063.58 | 12/01/16 | \$4,063.58 |
| | Invoice: 518825 | MAIN ST WATER MAIN 41-00-00-8500 80.78T CA6B | 11/17/16 \$726.23 | 12/01/16 | \$726.23 |
| Vendor Total for: BEELMAN LOGISTICS LLC | | (Fiscal YTD Payments: \$56,244.73) | | | \$5,816.27 |
| BENEFIT PLANNING CONSULTANTS, INC | | | | | |
| | Invoice: BPCI00131025 | 01-13-00-5490 12/16 SERVICE FEE | 11/11/16 \$197.50 | 12/01/16 | \$197.50 |
| Vendor Total for: BENEFIT PLANNING CONSULTANTS, INC | | (Fiscal YTD Payments: \$1,935.50) | | | \$197.50 |
| BIO-FRESH | | | | | |
| | Invoice: 10045 | 01-20-10-5490 BIO CLEAN CELL | 10/25/16 \$135.00 | 12/01/16 | \$135.00 |
| | Invoice: 10055 | 01-20-10-5490 BIO CLEAN CELLS | 10/31/16 \$335.00 | 12/01/16 | \$335.00 |
| | Invoice: 10073 | 01-20-10-5490 BIO CLEAN CELL | 11/04/16 \$135.00 | 12/01/16 | \$135.00 |
| | Invoice: 9955 | 01-20-10-5490 BIO CLEAN CELL | 09/23/16 \$135.00 | 12/01/16 | \$135.00 |
| Vendor Total for: BIO-FRESH | | (Fiscal YTD Payments: \$8,374.00) | | | \$740.00 |
| BOUND TREE MEDICAL, LLC | | | | | |
| | Invoice: 82319332 | 01-31-10-6520 STERILE WATER | 11/04/16 \$21.21 | 12/01/16 | \$21.21 |
| Vendor Total for: BOUND TREE MEDICAL, LLC | | (Fiscal YTD Payments: \$11,273.20) | | | \$21.21 |
| BRENNTAG MID SOUTH, INC. | | | | | |
| | Invoice: BMS508693 | | 11/04/16 | 12/01/16 | \$822.80 |

Board Listing

For Meeting Dated 12/12/16

List #383

| Vendor | Invoice | Description | Inv. Date | Due Date | Amount |
|--|-----------------------|------------------------------------|------------|----------|------------|
| | | 52-44-30-6560 CALCIUM HYPOCHLRT | \$822.80 | | |
| | Invoice: BMS508694 | | 11/04/16 | 12/01/16 | \$1,226.25 |
| | | 52-43-30-6560 SILICOFLUORIDE | \$1,226.25 | | |
| Vendor Total for: BRENNTAG MID SOUTH, INC. | | (Fiscal YTD Payments: \$2,871.85) | | | \$2,049.05 |
| BUILDINGSTARS OPERATIONS, INC. | | | | | |
| | Invoice: 757097 | | 11/01/16 | 12/01/16 | \$2,714.00 |
| | | 01-20-00-5360 11/16 JANITOR SVC | \$2,714.00 | | |
| Vendor Total for: BUILDINGSTARS OPERATIONS, INC. | | (Fiscal YTD Payments: \$53,663.08) | | | \$2,714.00 |
| C OF C W & S FUND | | | | | |
| | Invoice: 030301 11/16 | | 11/18/16 | 12/01/16 | \$22.00 |
| | | 10-00-00-5710 W&S 08/26-10/28 | \$22.00 | | |
| | Invoice: 0315 11/16 | | 11/18/16 | 12/01/16 | \$64.02 |
| | | 41-00-00-5710 W&S 08/26-10/28 | \$64.02 | | |
| Vendor Total for: C OF C W & S FUND | | (Fiscal YTD Payments: \$11,197.16) | | | \$86.02 |
| CARD SERVICES | | | | | |
| | Invoice: 10/16 | | 10/28/16 | 12/01/16 | \$60.90 |
| | | 01-64-00-5620 DB: HILMES LUNCH | \$28.50 | | |
| | | 01-64-00-5620 DB: NEW EMPL LNCH | \$32.40 | | |
| Vendor Total for: CARD SERVICES | | (Fiscal YTD Payments: \$801.21) | | | \$60.90 |
| CARD SERVICES | | | | | |
| | Invoice: 10/16 | | 10/28/16 | 12/01/16 | \$970.74 |
| | | 52-44-20-5630 DK: ENRGY CNF REG | \$15.00 | | |
| | | 52-43-20-5610 NORTOOL MEMBRSHIP | \$39.99 | | |
| | | 52-44-30-6150 BALLAST TANK | \$795.00 | | |
| | | 41-00-00-6520 DOG PARK FENCE | \$120.75 | | |
| Vendor Total for: CARD SERVICES | | (Fiscal YTD Payments: \$7,706.33) | | | \$970.74 |
| CARD SERVICES | | | | | |
| | Invoice: 10/16 | | 10/28/16 | 12/01/16 | \$190.09 |
| | | 01-20-10-6520 UPPER RIFLE RECVR | \$190.09 | | |
| Vendor Total for: CARD SERVICES | | (Fiscal YTD Payments: \$17,866.52) | | | \$190.09 |

Board Listing

For Meeting Dated 12/12/16

List #383

Amount

| Vendor | Invoice | Description | Inv. Date | Due Date | Amount |
|---------------------------------------|----------------------|--|-------------------------|----------|-------------|
| CARD SERVICES | | | | | |
| | Invoice: 10/16 PO | WATER GARAGE 52-43-20-8300 ICE MACHINE, BIN | 10/28/16 \$3,004.90 | 12/01/16 | \$3,004.90 |
| Vendor Total for: CARD SERVICES | | (Fiscal YTD Payments: \$7,706.33) | | | \$3,004.90 |
| CARGILL, INC | | | | | |
| | Invoice: 2903072563 | 2016 MFT; CNCL APPROVED 05/09/16 18-00-00-6160 525.64T SALT | 11/09/16 \$34,261.22 | 12/01/16 | \$34,261.22 |
| | Invoice: 2903074865 | 2016 MFT; CNCL APPROVED 05/09/16 18-00-00-6160 25.89T SALT | 11/10/16 \$1,687.51 | 12/01/16 | \$1,687.51 |
| Vendor Total for: CARGILL, INC | | (Fiscal YTD Payments: \$28,952.39) | | | \$35,948.73 |
| CARTER WATERS LLC | | | | | |
| | Invoice: 30086412 | | 11/04/16 \$96.00 | 12/01/16 | \$96.00 |
| | | 01-41-10-6140 EXPANSION JOINT | | | |
| | Invoice: 30086547 | | 11/08/16 \$107.27 | 12/01/16 | \$107.27 |
| | | 01-41-10-6520 MARKING PAINT | | | |
| | Invoice: 30086736 | | 11/11/16 \$82.67 | 12/01/16 | \$124.91 |
| | | 41-00-00-8200 ADA PAVER TILE | | | |
| | | 28-00-00-8500 SDWLK CNCRT STAKE | \$42.24 | | |
| | Invoice: 30086850 | | 11/15/16 \$166.22 | 12/01/16 | \$166.22 |
| | | 28-00-00-8500 SDWLK STKES,SLVNT | | | |
| | Invoice: 30086924 | | 11/16/16 \$118.78 | 12/01/16 | \$118.78 |
| | | 01-41-10-6120 SPRYR NZZLE,FTNGS | | | |
| | Invoice: 30087050 | | 11/18/16 \$41.91 | 12/01/16 | \$41.91 |
| | | 41-00-00-6520 CAULK GUN,ADHESVE | | | |
| | Invoice: 30087051 | | 11/18/16 \$68.50 | 12/01/16 | \$68.50 |
| | | 01-41-10-6520 DRILL BIT | | | |
| Vendor Total for: CARTER WATERS LLC | | (Fiscal YTD Payments: \$4,998.78) | | | \$723.59 |
| CELLEBRITE USA, INC | | | | | |
| | Invoice: INVUS177048 | | 11/30/16 \$3,098.99 | 12/01/16 | \$3,098.99 |
| | | 02-00-00-8300 FORENSIC SOFTWARE | | | |
| Vendor Total for: CELLEBRITE USA, INC | | (Fiscal YTD Payments: \$.00) | | | \$3,098.99 |
| CHEMTRADE CHEMICALS US LLC | | | | | |
| | Invoice: 91949722 | | 10/26/16 \$3,814.50 | 12/01/16 | \$3,814.50 |
| | | 52-44-30-6560 46,000 LBS ALUM | | | |

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| Vendor Total for: CHEMTRADE CHEMICALS US LLC | | (Fiscal YTD Payments: \$66,993.14) | | | \$3,814.50 |
| CHIEF SUPPLY CORPORATION | | | | | |
| | Invoice: 301349 | 01-31-10-6520 IV START KITS | 11/04/16 \$556.49 | 12/01/16 | \$556.49 |
| Vendor Total for: CHIEF SUPPLY CORPORATION | | (Fiscal YTD Payments: \$1,562.98) | | | \$556.49 |
| CITY OF COLLINSVILLE | | | | | |
| | Invoice: WORK COMP 276 | 01-31-00-4540 RD: WORK COMP 52-44-20-4540 KH: WORK COMP 52-44-20-4540 DK: WORK COMP 01-31-00-4540 TR: WORK COMP 52-43-20-4540 JR: WORK COMP 01-20-10-4540 TS: WORK COMP 01-31-00-4540 JW: WORK COMP 01-20-10-4540 CW: WORK COMP | 11/17/16 \$393.75 \$928.04 \$857.63 \$141.75 \$157.50 \$504.00 \$157.50 \$1,468.92 | 12/01/16 | \$4,609.09 |
| | Invoice: WORK COMP 277 | 52-44-20-4540 KH: WORK COMP 52-44-20-4540 DK: WORK COMP | 11/22/16 \$928.04 \$857.63 | 12/01/16 | \$1,785.67 |
| Vendor Total for: CITY OF COLLINSVILLE | | (Fiscal YTD Payments: \$435,782.80) | | | \$6,394.76 |
| CLEAN THE UNIFORM COMPANY HIGHLAND | | | | | |
| | Invoice: 40361844 | 01-20-00-5490 MATS,TWLS,BLNKTS | 09/07/16 \$90.53 | 12/01/16 | \$90.53 |
| | Invoice: 40371890 | 01-20-00-5490 MATS,TWLS,BLNKTS | 11/09/16 \$205.70 | 12/01/16 | \$205.70 |
| | Invoice: 40373012 | 01-20-00-5490 MATS,TWLS,BLNKTS | 11/16/16 \$98.94 | 12/01/16 | \$98.94 |
| Vendor Total for: CLEAN THE UNIFORM COMPANY HIGHLAND | | (Fiscal YTD Payments: \$15,343.08) | | | \$395.17 |
| COE EQUIPMENT INC. | | | | | |
| | Invoice: 63897 | 52-44-20-6120 TV CMRA CABLE ASY | 11/07/16 \$514.25 | 12/01/16 | \$514.25 |
| Vendor Total for: COE EQUIPMENT INC. | | (Fiscal YTD Payments: \$3,307.55) | | | \$514.25 |
| COLLINSVILLE ICE & FUEL | | | | | |
| | Invoice: 55754 | | 10/17/16 | 12/01/16 | \$52.50 |

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| | | 52-44-20-6170 EASEMENT DIRT | \$52.50 | | |
| Vendor Total for: COLLINSVILLE ICE & FUEL | | (Fiscal YTD Payments: \$2,472.51) | | | \$52.50 |
| COMDATA INC | | | | | |
| | Invoice: M63064164 | | 11/01/16 | 12/01/16 | \$103.09 |
| | | 01-31-00-6520 COFFEE, CREAMER | \$66.30 | | |
| | | 01-31-00-6520 TAX | \$.83 | | |
| | | 01-31-00-6520 COFFEE | \$35.96 | | |
| Vendor Total for: COMDATA INC | | (Fiscal YTD Payments: \$340.36) | | | \$103.09 |
| COMMUNICATIONS REVOLVING FUND | | | | | |
| | Invoice: T1706893 | | 09/19/16 | 12/01/16 | \$1,450.36 |
| | | 01-20-10-5520 T-1 LINE 08/16 | \$506.40 | | |
| | | 01-20-10-5520 COM CHRGS 08/16 | \$943.96 | | |
| | Invoice: T1710532 | | 10/17/16 | 12/01/16 | \$1,450.36 |
| | | 01-20-10-5520 T-1 LINE 09/16 | \$506.40 | | |
| | | 01-20-10-5520 COM CHRGS 09/16 | \$943.96 | | |
| | Invoice: T1714125 | | 11/14/16 | 12/01/16 | \$1,450.36 |
| | | 01-20-10-5520 T-1 LINE 10/16 | \$506.40 | | |
| | | 01-20-10-5520 COM CHRGS 10/16 | \$943.96 | | |
| Vendor Total for: COMMUNICATIONS REVOLVING FUND | | (Fiscal YTD Payments: \$16,123.34) | | | \$4,351.08 |
| CONNOR COMPANY | | | | | |
| | Invoice: S7311850.001 | | 10/28/16 | 12/01/16 | \$151.80 |
| | | 52-43-20-6110 ICE MKR FTNGS,PVC | \$151.80 | | |
| | Invoice: S7317040.001 | | 11/02/16 | 12/01/16 | \$54.87 |
| | | 52-43-20-6150 PIPE,CEMENT,FTNGS | \$17.37 | | |
| | | 52-43-20-6530 BASIN WRENCH | \$37.50 | | |
| | Invoice: S7338884.001 | | 11/17/16 | 12/01/16 | \$3.25 |
| | | 41-00-00-8500 NIPPLES | \$3.25 | | |
| Vendor Total for: CONNOR COMPANY | | (Fiscal YTD Payments: \$2,236.39) | | | \$209.92 |
| CONTEMPORARY LIFE SAVING TRAINING | | | | | |
| | Invoice: 01014608 | | 09/19/16 | 12/01/16 | \$75.00 |
| | | 01-20-00-6520 AED CARRYING CASE | \$75.00 | | |
| Vendor Total for: CONTEMPORARY LIFE SAVING TRAINING | | (Fiscal YTD Payments: \$1,905.01) | | | \$75.00 |

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| CONTINENTAL RESEARCH CORP | | | | | |
| | Invoice: 442480-CRC-1 | 52-44-30-6520 DEGREASER | 11/16/16 \$199.00 | 12/01/16 | \$199.00 |
| Vendor Total for: CONTINENTAL RESEARCH CORP | | (Fiscal YTD Payments: \$567.63) | | | \$199.00 |
| COPPOTELLI, JAMES | | | | | |
| | Invoice: 16-11 | 01-20-00-5110 RPL NBRS,REP HOLE | 11/25/16 \$37.50 | 12/01/16 | \$375.00 |
| | | 01-20-00-5110 RPL BULBS | \$50.00 | | |
| | | 01-20-00-5110 REP HOLES, PAINT | \$100.00 | | |
| | | 01-20-00-5110 REP HOLES, PAINT | \$37.50 | | |
| | | 01-20-00-5110 CLN GROUT,REP TLT | \$100.00 | | |
| | | 01-20-00-5110 CLEAN CAMERAS | \$25.00 | | |
| | | 01-20-00-5110 OIL PARKING GATES | \$25.00 | | |
| Vendor Total for: COPPOTELLI, JAMES | | (Fiscal YTD Payments: \$3,525.00) | | | \$375.00 |
| COSMOS CAR CARE | | | | | |
| | Invoice: 52568 | 01-41-10-6131 REP CAR WNDW TINT | 10/26/16 \$85.00 | 12/01/16 | \$85.00 |
| Vendor Total for: COSMOS CAR CARE | | (Fiscal YTD Payments: \$.00) | | | \$85.00 |
| CRAIN TREE FARM & NURSERY | | | | | |
| | Invoice: 4005 | 41-00-00-8200 TREES, SHRUBS | 10/26/16 \$965.00 | 12/01/16 | \$965.00 |
| | Invoice: 4017 | 41-00-00-8200 TREES | 10/31/16 \$535.00 | 12/01/16 | \$535.00 |
| | Invoice: 4035 | 41-00-00-6180 UPTWN WEDGE TREE | 11/09/16 \$190.00 | 12/01/16 | \$270.00 |
| | | 41-00-00-8200 TREES | \$80.00 | | |
| Vendor Total for: CRAIN TREE FARM & NURSERY | | (Fiscal YTD Payments: \$215.00) | | | \$1,770.00 |
| CREDIT CONTROL, INC | | | | | |
| | Invoice: 48665 | 01-31-10-5490 10/16 AMB COLLECT | 11/01/16 \$237.12 | 12/01/16 | \$237.12 |
| Vendor Total for: CREDIT CONTROL, INC | | (Fiscal YTD Payments: \$5,285.28) | | | \$237.12 |
| DALE HENDRICKS PLUMBING, INC | | | | | |
| | Invoice: 6178 | STREETSCAPE | 11/21/16 | 12/01/16 | \$125.00 |

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| | | 41-00-00-5490 REP TOILET | \$125.00 | | |
| Vendor Total for: DALE HENDRICKS PLUMBING, INC | | (Fiscal YTD Payments: \$271.62) | | | \$125.00 |
| EMBRICH PLUMBING CO | | | | | |
| | Invoice: 019853 | 01-31-00-5110 REP HALL WTR LEAK | 11/09/16 \$390.00 | 12/01/16 | \$390.00 |
| Vendor Total for: EMBRICH PLUMBING CO | | (Fiscal YTD Payments: \$2,251.00) | | | \$390.00 |
| ERB EQUIPMENT CO, INC | | | | | |
| | Invoice: 163140 | 52-44-20-6120 VCTR FLTR,ELEMENT | 11/03/16 \$92.13 | 12/01/16 | \$92.13 |
| | Invoice: 163283 | 01-41-10-5120 LOADER REP AXLE | 11/14/16 \$3,229.00 | 12/01/16 | \$3,229.00 |
| Vendor Total for: ERB EQUIPMENT CO, INC | | (Fiscal YTD Payments: \$17,261.60) | | | \$3,321.13 |
| ERB TURF & UTILITY EQUIP, INC | | | | | |
| | Invoice: 358668 | 01-41-10-6120 CHAINSAW CHAIN | 11/23/16 \$13.50 | 12/01/16 | \$27.48 |
| | | 01-41-10-6120 BLOWER FILTERS | \$13.98 | | |
| Vendor Total for: ERB TURF & UTILITY EQUIP, INC | | (Fiscal YTD Payments: \$7,809.88) | | | \$27.48 |
| FASTENAL COMPANY | | | | | |
| | Invoice: ILCON10728 | 01-41-10-6120 V-BOX BOLTS | 11/07/16 \$3.00 | 12/01/16 | \$3.00 |
| Vendor Total for: FASTENAL COMPANY | | (Fiscal YTD Payments: \$1,222.83) | | | \$3.00 |
| FEDDER OIL COMPANY | | | | | |
| | Invoice: 72378 | 01-50-00-6550 9.5 GAL GAS | 11/04/16 \$17.73 | 12/01/16 | \$2,842.10 |
| | | 01-13-00-6550 21.6 GAL GAS | \$40.31 | | |
| | | 01-64-00-6550 8.6 GAL GAS | \$16.05 | | |
| | | 01-31-00-6550 10.7 GAL GAS | \$19.97 | | |
| | | 01-66-00-6550 47.8 GAL GAS | \$89.19 | | |
| | | 01-20-00-6550 103.3 GAL GAS | \$192.76 | | |
| | | 01-20-10-6550 888.2 GAL GAS | \$1,657.37 | | |
| | | 01-20-20-6550 10 GAL GAS | \$18.66 | | |
| | | 01-20-40-6550 29.4 GAL GAS | \$54.86 | | |

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| | | 01-41-10-6550 214.6 GAL GAS | \$400.44 | | |
| | | 52-43-20-6550 179.4 GAL GAS | \$334.76 | | |
| | Invoice: 72378 CR | | 11/04/16 | 12/01/16 | -\$43.10 |
| | | 01-41-10-6550 23.1 UNDER BILLED | -\$43.10 | | |
| | Invoice: 72404 | | 11/15/16 | 12/01/16 | \$2,428.65 |
| | | 01-31-10-6550 269.0 GAL DIESEL | \$471.02 | | |
| | | 01-31-00-6550 157.8 GAL DIESEL | \$276.31 | | |
| | | 01-71-00-6550 112.0 GAL DIESEL | \$196.11 | | |
| | | 01-41-10-6550 407.0 GAL DIESEL | \$712.66 | | |
| | | 01-41-10-6550 77.0 GAL DIESEL | \$134.83 | | |
| | | 41-00-00-8500 272.9 GAL DIESEL | \$477.85 | | |
| | | 52-43-20-6550 83.4 GAL DIESEL | \$146.03 | | |
| | | 01-41-10-6550 7.9 OVER BILLED | \$13.84 | | |
| | Invoice: 72409 | | 11/17/16 | 12/01/16 | \$2,991.60 |
| | | 01-50-00-6550 13.3 GAL GAS | \$23.49 | | |
| | | 01-13-00-6550 25.9 GAL GAS | \$45.74 | | |
| | | 01-30-00-6550 6.2 GAL GAS | \$10.95 | | |
| | | 01-31-00-6550 20.2 GAL GAS | \$35.67 | | |
| | | 01-16-00-6550 21.3 GAL GAS | \$37.62 | | |
| | | 01-66-00-6550 39.3 GAL GAS | \$69.40 | | |
| | | 01-20-00-6550 74.5 GAL GAS | \$131.57 | | |
| | | 01-20-10-6550 1,006.6 GAL GAS | \$1,777.66 | | |
| | | 01-20-40-6550 18.4 GAL GAS | \$32.49 | | |
| | | 01-41-10-6550 175.7 GAL GAS | \$310.29 | | |
| | | 52-43-20-6550 154.0 GAL GAS | \$271.96 | | |
| | | 52-43-30-6550 16.1 GAL GAS | \$28.43 | | |
| | | 01-40-00-6550 13.8 GAL GAS | \$24.37 | | |
| | | 01-71-00-6550 68.4 GAL GAS | \$120.79 | | |
| | | 01-41-10-6550 40.3 OVER BILLED | \$71.17 | | |
| Vendor Total for: FEDDER OIL COMPANY | | (Fiscal YTD Payments: \$103,227.10) | | | \$8,219.25 |
| FEDEX | | | | | |
| | Invoice: 5-599-20332 | | 11/03/16 | 12/01/16 | \$21.89 |
| | | 01-16-00-5510 SHIP CAMERA | \$21.89 | | |
| Vendor Total for: FEDEX | | (Fiscal YTD Payments: \$244.53) | | | \$21.89 |
| FIDELITY SECURITY LIFE INS/EYEMED | | | | | |
| | Invoice: 163019754 | | 10/21/16 | 12/01/16 | \$1,706.72 |
| | | 01-10-00-4510 VISION INSURANCE | \$1,706.72 | | |
| Vendor Total for: FIDELITY SECURITY LIFE INS/EYEMED | | (Fiscal YTD Payments: \$16,492.40) | | | \$1,706.72 |

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| FROST ELECTRIC SUPPLY CO | | | | | |
| | Invoice: S3696567.002 | 01-41-10-6530 IMPCT WRNCH CHRGR | 11/02/16 \$95.36 | 12/01/16 | \$95.36 |
| | Invoice: S3700456.001 | 52-43-20-6110 GFCI RECEPTACLE | 10/28/16 \$7.84 | 12/01/16 | \$7.84 |
| | Invoice: S3700783.001 | 52-43-20-6110 ICE MKR POWR CORD | 10/31/16 \$4.03 | 12/01/16 | \$4.03 |
| Vendor Total for: FROST ELECTRIC SUPPLY CO | | | | | (Fiscal YTD Payments: \$5,411.31) |
| | | | | | \$107.23 |
| G & K SERVICES - ST LOUIS | | | | | |
| | Invoice: 1070658728 | 52-43-30-5930 WTR PLNT UNIFORMS | 11/08/16 \$51.25 | 12/01/16 | \$51.25 |
| | Invoice: 1070658729 | 52-43-20-5930 WTR LNS UNIFORMS | 11/08/16 \$56.72 | 12/01/16 | \$56.72 |
| | Invoice: 1070658730 | 52-44-30-5930 WW PLANT UNIFORMS | 11/08/16 \$47.84 | 12/01/16 | \$47.84 |
| | Invoice: 1070658731 | 52-44-20-5930 WW LINES UNIFORMS | 11/08/16 \$52.66 | 12/01/16 | \$52.66 |
| | Invoice: 1070658733 | 01-41-10-5930 STREET UNIFORMS 01-41-10-6520 URINAL SCREEN | 11/08/16 \$88.53 \$1.00 | 12/01/16 | \$89.53 |
| | Invoice: 1070660452 | 52-43-30-5930 WTR PLNT UNIFORMS | 11/15/16 \$51.25 | 12/01/16 | \$51.25 |
| | Invoice: 1070660453 | 52-43-20-5930 WTR LNS UNIFORMS | 11/15/16 \$56.72 | 12/01/16 | \$56.72 |
| | Invoice: 1070660454 | 52-44-30-5930 WW PLANT UNIFORMS | 11/15/16 \$47.84 | 12/01/16 | \$47.84 |
| | Invoice: 1070660455 | 52-44-20-5930 WW LINES UNIFORMS | 11/15/16 \$52.66 | 12/01/16 | \$52.66 |
| | Invoice: 1070660457 | 01-41-10-5930 STREET UNIFORMS 01-41-10-6520 URINAL SCREEN | 11/15/16 \$88.53 \$1.00 | 12/01/16 | \$89.53 |
| | Invoice: 1070662202 | 52-43-30-5930 WTR PLNT UNIFORMS | 11/22/16 \$51.25 | 12/01/16 | \$51.25 |
| | Invoice: 1070662203 | 52-43-20-5930 WTR LNS UNIFORMS | 11/22/16 \$56.72 | 12/01/16 | \$56.72 |
| | Invoice: 1070662204 | 52-44-30-5930 WW PLANT UNIFORMS | 11/22/16 \$47.84 | 12/01/16 | \$47.84 |
| | Invoice: 1070662205 | 52-44-20-5930 WW LINES UNIFORMS | 11/22/16 \$52.66 | 12/01/16 | \$52.66 |
| | Invoice: 1070662207 | 01-41-10-5930 STREET UNIFORMS | 11/22/16 \$88.53 | 12/01/16 | \$89.53 |

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| | | 01-41-10-6520 URINAL SCREEN | \$1.00 | | |
| Vendor Total for: G & K SERVICES - ST LOUIS | | (Fiscal YTD Payments: \$14,552.68) | | | \$894.00 |
| GALLS, AN ARAMARK CO, LLC | | | | | |
| | Invoice: 006225835 | 01-20-10-4710 SP: BOOTS,BLDSTPR | 10/12/16 \$248.45 | 12/01/16 | \$248.45 |
| | Invoice: 006292024 | 01-20-10-6520 QUICK CLOT GAUZE | 10/24/16 \$181.95 | 12/01/16 | \$181.95 |
| | Invoice: 006325148 | 01-20-10-4710 TS: BOOTS | 10/28/16 \$170.61 | 12/01/16 | \$170.61 |
| | Invoice: 006343091 | 01-20-10-4710 DP: BOOTS, WALLET | 11/01/16 \$128.20 | 12/01/16 | \$128.20 |
| | Invoice: 006343747 | 01-20-10-4710 MB: HOLSTER, HAT | 11/01/16 \$60.24 | 12/01/16 | \$60.24 |
| Vendor Total for: GALLS, AN ARAMARK CO, LLC | | (Fiscal YTD Payments: \$3,689.17) | | | \$789.45 |
| GATEWAY CENTER | | | | | |
| | Invoice: 12/01/04 #13 | CNCL APPROVED 12/27/04 41-00-00-8900 TIF CONTRIBUTION | 11/23/16 \$500,000.00 | 12/01/16 | \$500,000.00 |
| Vendor Total for: GATEWAY CENTER | | (Fiscal YTD Payments: \$1,142,488.83) | | | \$500,000.00 |
| GIFTS FOR INDIVIDUALS | | | | | |
| | Invoice: 25101 | 01-20-10-6520 MC: LOCKER NMPLTE | 10/18/16 \$14.00 | 12/01/16 | \$14.00 |
| Vendor Total for: GIFTS FOR INDIVIDUALS | | (Fiscal YTD Payments: \$1,197.51) | | | \$14.00 |
| GRAINGER | | | | | |
| | Invoice: 9266520718 | 52-44-30-6150 ELECTRONC COUNTRS | 10/28/16 \$246.16 | 12/01/16 | \$246.16 |
| | Invoice: 9268008621 | 52-44-20-6120 VACTOR BANDCLAMPS | 11/01/16 \$48.72 | 12/01/16 | \$48.72 |
| Vendor Total for: GRAINGER | | (Fiscal YTD Payments: \$5,991.10) | | | \$294.88 |
| HACH COMPANY | | | | | |
| | Invoice: 10174159 | 52-43-30-6520 CHLRNE,CALCM CARB | 11/01/16 \$526.67 | 12/01/16 | \$526.67 |
| Vendor Total for: HACH COMPANY | | (Fiscal YTD Payments: \$6,900.09) | | | \$526.67 |

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| HCI LIGHTING | | | | | |
| | Invoice: US-3845 | 41-00-00-8500 LED RETROFIT KITS | 11/02/16 \$2,844.00 | 12/01/16 | \$2,844.00 |
| Vendor Total for: HCI LIGHTING | | (Fiscal YTD Payments: \$13,985.00) | | | \$2,844.00 |
| HEALTH ALLIANCE | | | | | |
| | Invoice: 10/16 HART | REFUND AMBULANCE OVERPAYMENT 01-00-00-3720 REFUND OVERPYMNT | 10/20/16 \$432.73 | 12/01/16 | \$432.73 |
| | Invoice: 10/16 KUBE | REFUND AMBULANCE OVERPAYMENT 01-00-00-3720 REFUND OVERPYMNT | 10/20/16 \$492.07 | 12/01/16 | \$492.07 |
| Vendor Total for: HEALTH ALLIANCE | | (Fiscal YTD Payments: \$.00) | | | \$924.80 |
| HELGET GAS PRODUCTS, INC | | | | | |
| | Invoice: 01512173 | 01-31-10-6520 OXYGEN | 11/15/16 \$20.00 | 12/01/16 | \$20.00 |
| Vendor Total for: HELGET GAS PRODUCTS, INC | | (Fiscal YTD Payments: \$1,600.70) | | | \$20.00 |
| HENDERSON, KEITH | | | | | |
| | Invoice: 11/16 CDL | REIMBURSE CDL RENEWAL 52-43-20-6520 KH: CDL RENEWAL | 11/02/16 \$30.00 | 12/01/16 | \$30.00 |
| Vendor Total for: HENDERSON, KEITH | | (Fiscal YTD Payments: \$.00) | | | \$30.00 |
| HOME DEPOT CREDIT SERVICES - 2008 | | | | | |
| | Invoice: 11/16 | 01-41-10-6530 HOLE CUTTER | 11/20/16 \$43.56 | 12/01/16 | \$1,139.42 |
| | | 01-41-10-6110 CONDUIT | \$21.57 | | |
| | | 41-00-00-8900 OAK DOWEL, WIRE | \$50.41 | | |
| | | 52-43-00-8300 DROP BOX BOLTS | \$5.20 | | |
| | | 52-43-00-8300 DROP BOX MULCH | \$7.34 | | |
| | | 01-41-10-6520 SILICONE | \$11.84 | | |
| | | 01-41-10-6520 LUMBER | \$19.32 | | |
| | | 01-41-10-6530 SHOVEL,RAKE,SPADE | \$218.52 | | |
| | | 01-14-00-6110 PAINT ROLLERS | \$39.84 | | |
| | | 01-41-10-6520 ROLLER, EXTN POLE | \$70.91 | | |
| | | 01-14-00-6110 ROLLER, TRAY | \$5.86 | | |
| | | 01-41-10-6530 PUSHBROOM | \$24.88 | | |
| | | 01-41-10-6520 ROLLER FRAME | \$3.87 | | |
| | | 01-14-00-6110 PVC,PIPE,COUPLING | \$9.24 | | |

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| Vendor | Invoice | Description | Inv. Date | Due Date | Amount |
|---|---------------------|-----------------------------------|------------|----------|------------|
| | | 41-00-00-8200 PVC PIPE | \$2.96 | | |
| | | 41-00-00-8200 GROUND COVER | \$79.97 | | |
| | | 01-41-10-6520 DRILL BIT,STAPLES | \$13.45 | | |
| | | 01-41-10-6530 UTILITY KNIFE | \$7.92 | | |
| | | 01-41-10-6140 LUMBER | \$163.68 | | |
| | | 01-41-10-6530 HAMMERS, PLIERS | \$47.13 | | |
| | | 01-41-10-6520 TAPE,CHALK,SCRWS | \$76.22 | | |
| | | 01-41-10-6540 FLOOR WAX | \$80.91 | | |
| | | 41-00-00-8500 UPTWN LTS CNNCTR | \$37.02 | | |
| | | 41-00-00-8200 SOIL, MULCH | \$17.54 | | |
| | | 01-14-00-6110 GFCI,CABLE,CNNCTR | \$61.78 | | |
| | | 41-00-00-8900 ELBOWS, ADAPTERS | \$18.48 | | |
| Vendor Total for: HOME DEPOT CREDIT SERVICES - 2008 | | (Fiscal YTD Payments: \$5,673.86) | | | \$1,139.42 |
| HOME DEPOT CREDIT SERVICES - 9238 | | | | | |
| | Invoice: 11/16 | | 11/15/16 | 12/01/16 | \$132.98 |
| | | 01-20-10-6520 SHOP VAC FILTER | \$15.97 | | |
| | | 01-20-00-6110 VINYL NMBRS,PAINT | \$9.73 | | |
| | | 01-20-00-6110 LIGHT BULBS | \$32.97 | | |
| | | 01-20-00-6110 VINYL NMBRS,PAINT | \$41.87 | | |
| | | 01-20-00-6540 CLEANERS,SPONGES | \$27.96 | | |
| | | 01-20-00-6110 DOOR STOP | \$4.48 | | |
| Vendor Total for: HOME DEPOT CREDIT SERVICES - 9238 | | (Fiscal YTD Payments: \$1,215.74) | | | \$132.98 |
| IL BUSINESS JOURNAL, INC | | | | | |
| | Invoice: 8405 | | 11/03/16 | 12/01/16 | \$600.00 |
| | | 41-65-00-5530 11/16 AD TIF | \$600.00 | | |
| Vendor Total for: IL BUSINESS JOURNAL, INC | | (Fiscal YTD Payments: \$5,370.00) | | | \$600.00 |
| IL MUNICIPAL LEAGUE | | | | | |
| | Invoice: 2017 DUES | | 11/14/16 | 12/01/16 | \$2,000.00 |
| | | 01-10-00-5610 2017 DUES | \$2,000.00 | | |
| Vendor Total for: IL MUNICIPAL LEAGUE | | (Fiscal YTD Payments: \$70.00) | | | \$2,000.00 |
| INTERSTATE BILLING SERVICE, INC | | | | | |
| | Invoice: 3004476469 | | 11/09/16 | 12/01/16 | \$35.99 |
| | | 52-44-20-6130 #6 FILTER KIT | \$35.99 | | |
| Vendor Total for: INTERSTATE BILLING SERVICE, INC | | (Fiscal YTD Payments: \$526.32) | | | \$35.99 |

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| Vendor | Invoice | Description | Inv. Date | Due Date | Amount |
|--|---------------------|---|-------------------------|----------|-------------|
| K & B TRUCK REPAIR, INC | Invoice: 85656 | 01-31-00-5130 #1215 LOF,ADJ BRK | 11/07/16 \$465.97 | 12/01/16 | \$465.97 |
| Vendor Total for: K & B TRUCK REPAIR, INC | | (Fiscal YTD Payments: \$7,630.00) | | | \$465.97 |
| KELLER FARMS, INC | Invoice: 0001413 | CNCL APPRVD 11/14/11, ORD 4455 52-44-30-5730 SLUDGE REMOVAL | 10/31/16 \$39,475.46 | 12/01/16 | \$39,475.46 |
| Vendor Total for: KELLER FARMS, INC | | (Fiscal YTD Payments: \$337,638.58) | | | \$39,475.46 |
| KEY EQUIPMENT & SUPPLY, INC | Invoice: 149456 | 52-44-20-6120 VACTOR HYD FILTER | 11/03/16 \$123.53 | 12/01/16 | \$123.53 |
| Vendor Total for: KEY EQUIPMENT & SUPPLY, INC | | (Fiscal YTD Payments: \$7,504.28) | | | \$123.53 |
| KIENSTRA PRECAST LLC | Invoice: 2016-3253 | ALPHA 01-41-10-6140 GRATES | 11/14/16 \$780.00 | 12/01/16 | \$780.00 |
| Vendor Total for: KIENSTRA PRECAST LLC | | (Fiscal YTD Payments: \$10,704.00) | | | \$780.00 |
| KONE INC | Invoice: 949455875 | 01-14-00-5120 11/16 ELEV MAINT | 11/01/16 \$284.24 | 12/01/16 | \$284.24 |
| Vendor Total for: KONE INC | | (Fiscal YTD Payments: \$2,806.07) | | | \$284.24 |
| L-3 COMMUNICATIONS MOBILE-VISION INC | Invoice: 0247635-IN | 01-20-10-5120 RPL MONITOR CABLE | 10/31/16 \$162.54 | 12/01/16 | \$162.54 |
| Vendor Total for: L-3 COMMUNICATIONS MOBILE-VISION INC | | (Fiscal YTD Payments: \$2,993.49) | | | \$162.54 |
| LAURA BUICK | Invoice: 2 OF 8 | CNCL APPROVED 04/28/14, ORD 4703 41-00-00-5990 REDEVLPMNT AGRMNT | 11/15/16 \$27,868.00 | 12/01/16 | \$27,868.00 |
| | Invoice: 2016 | CNCL APPROVED 09/24/12, ORD 4549 41-00-00-5990 2015 PRP TAX RBTE | 11/15/16 \$9,213.54 | 12/01/16 | \$9,213.54 |

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| Vendor | Invoice | Description | Inv. Date | Due Date | Amount |
|---|--------------------------|---|----------------------------------|----------|-------------|
| Vendor Total for: LAURA BUICK | | (Fiscal YTD Payments: \$42,270.86) | | | \$37,081.54 |
| LEON UNIFORM COMPANY,INC | | | | | |
| | Invoice: 390343-01 | PROMOTION 01-31-00-4710 MG: BADGES | 11/07/16 \$201.00 | 12/01/16 | \$201.00 |
| Vendor Total for: LEON UNIFORM COMPANY,INC | | (Fiscal YTD Payments: \$13,302.85) | | | \$201.00 |
| LHOIST NORTH AMERICA OF MISSOURI, I | | | | | |
| | Invoice: 1161906160 | BOL #400032038 52-43-30-6560 26.43T QUICKLIME | 11/18/16 \$4,836.69 | 12/01/16 | \$4,836.69 |
| Vendor Total for: LHOIST NORTH AMERICA OF MISSOURI, I | | (Fiscal YTD Payments: \$143,589.12) | | | \$4,836.69 |
| LONDON SHOE SHOP | | | | | |
| | Invoice: 11/08/16 JW BTS | 52-44-30-4710 JW: BOOTS 2016 | 11/08/16 \$157.50 | 12/01/16 | \$157.50 |
| | Invoice: 11/09/16 SB CWG | 52-44-20-4710 SB: CWG 2016 | 11/09/16 \$34.50 | 12/01/16 | \$34.50 |
| | Invoice: 11/14/16 KH BTS | 52-44-20-4710 KH: BOOTS 2016 | 11/14/16 \$142.50 | 12/01/16 | \$142.50 |
| | Invoice: 11/16/16 DK BTS | 52-44-20-4710 DK: BOOTS 2016 | 11/16/16 \$97.50 | 12/01/16 | \$97.50 |
| | Invoice: 11/16/16 DK CWG | 52-44-20-4710 DK: CWG 2016 | 11/16/16 \$10.55 | 12/01/16 | \$10.55 |
| Vendor Total for: LONDON SHOE SHOP | | (Fiscal YTD Payments: \$2,869.16) | | | \$442.55 |
| LYNN PEAVEY COMPANY | | | | | |
| | Invoice: 324471 | 01-20-10-6520 EVIDENCE TAPE | 11/04/16 \$177.50 | 12/01/16 | \$177.50 |
| | Invoice: 324935 | 01-20-10-6520 EVIDENCE BOXES | 11/16/16 \$38.95 | 12/01/16 | \$38.95 |
| Vendor Total for: LYNN PEAVEY COMPANY | | (Fiscal YTD Payments: \$1,167.05) | | | \$216.45 |
| MACLAIR ASPHALT SALES, LLC | | | | | |
| | Invoice: 1482 | TICKET #109812,109815,109818,109821 41-00-00-8500 9.67T COLD MIX 18-00-00-6140 12.99T HOT MIX | 11/07/16 \$657.56 \$610.53 | 12/01/16 | \$1,268.09 |
| | Invoice: 1484 | TICKET #109793, 109820 | 11/07/16 | 12/01/16 | \$375.54 |

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|--|--------------------------|-------------------------------------|-----------|----------|------------|
| | | 52-44-20-6140 3.16T COLD MIX | \$208.56 | | |
| | | 52-43-20-6140 2.53T COLD MIX | \$166.98 | | |
| | Invoice: 1512 (16) | MAIN ST WATER MAIN | 11/14/16 | 12/01/16 | \$425.00 |
| | | 41-00-00-8500 6.25T COLD MIX | \$425.00 | | |
| | Invoice: 1543 | MAIN ST WATER MAIN | 11/21/16 | 12/01/16 | \$586.84 |
| | | 41-00-00-8500 8.63T COLD MIX | \$586.84 | | |
| Vendor Total for: MACLAIR ASPHALT SALES, LLC | | (Fiscal YTD Payments: \$47,184.60) | | | \$2,655.47 |
| MADISON CO MAPS & PLATS | | | | | |
| | Invoice: 262 | | 11/16/16 | 12/01/16 | \$225.00 |
| | | 01-40-00-5490 SUBDIVISION PLATS | \$225.00 | | |
| Vendor Total for: MADISON CO MAPS & PLATS | | (Fiscal YTD Payments: \$.00) | | | \$225.00 |
| MAY, TERESA | | | | | |
| | Invoice: 10/16 CLOTHING3 | REIMBURSE SWEATER, BOOTS, UNDERGRMT | 10/14/16 | 12/01/16 | \$50.06 |
| | | 01-20-00-4710 TM: SWEATER,BOOTS | \$50.06 | | |
| | Invoice: 10/16 CLOTHING4 | REIMBURSE PANTS, TOPS | 10/16/16 | 12/01/16 | \$62.62 |
| | | 01-20-00-4710 TM: PANTS, TOPS | \$62.62 | | |
| Vendor Total for: MAY, TERESA | | (Fiscal YTD Payments: \$4,065.61) | | | \$112.68 |
| MCCLASKEY FEED CO., INC. | | | | | |
| | Invoice: 173081 | | 11/08/16 | 12/01/16 | \$42.00 |
| | | 01-41-10-6140 6 STRAW BALES | \$42.00 | | |
| Vendor Total for: MCCLASKEY FEED CO., INC. | | (Fiscal YTD Payments: \$623.00) | | | \$42.00 |
| MCKAY AUTO PARTS, INC | | | | | |
| | Invoice: 193167 | | 11/03/16 | 12/01/16 | \$121.94 |
| | | 52-44-20-6120 VACTOR FILTERS | \$121.94 | | |
| | Invoice: 193168 | | 11/03/16 | 12/01/16 | \$79.65 |
| | | 52-44-20-6120 VACTOR FILTERS | \$79.65 | | |
| | Invoice: 194883 | | 11/21/16 | 12/01/16 | \$52.18 |
| | | 52-43-20-6130 #34 SHOCKS | \$52.18 | | |
| | Invoice: 194888 | | 11/21/16 | 12/01/16 | \$182.40 |
| | | 52-43-20-6130 #34 SHOCKS | \$182.40 | | |
| | Invoice: 194889 | | 11/21/16 | 12/01/16 | -\$52.18 |
| | | 52-43-20-6130 #34 RTN SHOCKS | -\$52.18 | | |
| | Invoice: 195069 | | 11/22/16 | 12/01/16 | \$8.99 |
| | | 52-43-20-6520 DEGREASER | \$8.99 | | |

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| Vendor | Invoice | Description | Inv. Date | Due Date | Amount |
|---|--------------------------|---|------------------------|----------|------------|
| Vendor Total for: MCKAY AUTO PARTS, INC | | (Fiscal YTD Payments: \$11,048.31) | | | \$392.98 |
| MCLANAHAN TOWING INC | | | | | |
| | Invoice: L-6705 | 01-20-10-5130 #9 TOW | 10/06/16 \$50.00 | 12/01/16 | \$50.00 |
| | Invoice: L-6721 | 01-20-10-5130 #10 TOW | 10/06/16 \$50.00 | 12/01/16 | \$50.00 |
| | Invoice: L-6761 | 52-44-20-5150 LIFT PUMP | 10/14/16 \$50.00 | 12/01/16 | \$50.00 |
| Vendor Total for: MCLANAHAN TOWING INC | | (Fiscal YTD Payments: \$2,245.00) | | | \$150.00 |
| MELODY KERBS, CSR | | | | | |
| | Invoice: 09/27/16 REPORT | 01-10-00-5490 COURT TRANSCRIPT | 11/07/16 \$169.00 | 12/01/16 | \$169.00 |
| Vendor Total for: MELODY KERBS, CSR | | (Fiscal YTD Payments: \$.00) | | | \$169.00 |
| METRO GLASS SERVICE, INC. | | | | | |
| | Invoice: I064722 | 01-20-10-5130 #16 REP WNDSHIELD | 11/15/16 \$48.00 | 12/01/16 | \$48.00 |
| Vendor Total for: METRO GLASS SERVICE, INC. | | (Fiscal YTD Payments: \$1,073.79) | | | \$48.00 |
| MIDWEST MUNICIPAL SUPPLY INC | | | | | |
| | Invoice: 0156560 | 52-44-30-6150 GSKTS,NUTS,BOLTS | 11/09/16 \$47.09 | 12/01/16 | \$47.09 |
| | Invoice: 0156670 | ALPHA 01-41-10-6140 12"DUAL WALL PIPE | 11/14/16 \$602.00 | 12/01/16 | \$602.00 |
| | Invoice: 0156837 | 52-43-20-8300 TAP MCHN,ADAPTRS | 11/21/16 \$2,320.50 | 12/01/16 | \$2,320.50 |
| | Invoice: 0157004 | 52-43-20-6150 VLV BXS,EXTNS,PLG | 11/29/16 \$637.66 | 12/01/16 | \$637.66 |
| | Invoice: 0157005 | BELTLINE/KEEBLER 47-00-00-8500 HRNSS RSTRNT,SLVS | 11/29/16 \$769.35 | 12/01/16 | \$769.35 |
| | Invoice: 0157006 | BELTLINE/KEEBLER 47-00-00-8500 SDR, CAPS, WRENCH | 11/29/16 \$889.46 | 12/01/16 | \$889.46 |
| | Invoice: 0157007 | BELTLINE/KEEBLER 47-00-00-8500 SADDLE,VLV BX EXT | 11/29/16 \$895.00 | 12/01/16 | \$895.00 |
| | Invoice: 0157008 | BELTLINE/KEEBLER 47-00-00-8500 SLEEVE,JOINT,LUG | 11/29/16 \$379.14 | 12/01/16 | \$379.14 |

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| Vendor | Invoice | Description | Inv. Date | Due Date | Amount |
|--|-----------------------|--|------------------------------------|----------|------------|
| (MIDWEST MUNICIPAL SUPPLY INC Cont'd) | | | | | |
| | Invoice: 0157009 | 52-43-20-6150 SADDLES,CORP STOP | 11/29/16 \$682.67 | 12/01/16 | \$682.67 |
| | Invoice: 0157010 | 52-43-20-6150 SLEEVE,CLAMP,PLUG | 11/29/16 \$699.38 | 12/01/16 | \$699.38 |
| Vendor Total for: MIDWEST MUNICIPAL SUPPLY INC | | | (Fiscal YTD Payments: \$28,032.15) | | \$7,922.25 |
| MIKES AUTOMOTIVE | | | | | |
| | Invoice: 38736 | 01-20-00-5130 #22 INSPECT LIGHT | 10/27/16 \$70.00 | 12/01/16 | \$70.00 |
| | Invoice: 38817 | 01-20-00-5130 #22 REP SVC LIGHT | 11/03/16 \$549.00 | 12/01/16 | \$549.00 |
| | Invoice: 38821 | 01-20-10-5130 #15 LOF | 11/03/16 \$28.74 | 12/01/16 | \$28.74 |
| | Invoice: 38918 | 01-20-10-5130 #25 LOF | 11/10/16 \$28.74 | 12/01/16 | \$28.74 |
| | Invoice: 38940 | 01-20-10-5130 #16 RPL BRAKES | 11/11/16 \$446.99 | 12/01/16 | \$446.99 |
| | Invoice: 38976 | 01-20-10-5130 #3 LOF | 11/15/16 \$28.74 | 12/01/16 | \$28.74 |
| | Invoice: 39011 | 01-20-10-5130 #11 BRKES,ACTUTR | 11/17/16 \$615.27 | 12/01/16 | \$615.27 |
| | Invoice: 39014 | 01-20-10-5130 #12 LOF | 11/17/16 \$28.74 | 12/01/16 | \$28.74 |
| | Invoice: 39053 | 01-20-10-5130 #13 RPL IGTN COIL | 11/19/16 \$179.07 | 12/01/16 | \$179.07 |
| | Invoice: 39067 | 01-20-00-5130 #29 LOF | 11/21/16 \$28.74 | 12/01/16 | \$28.74 |
| Vendor Total for: MIKES AUTOMOTIVE | | | (Fiscal YTD Payments: \$11,231.03) | | \$2,004.03 |
| MISSISSIPPI LIME COMPANY | | | | | |
| | Invoice: 1287874 | BOL #599944-1 52-44-30-6560 23.03T HYDRD LIME | 11/02/16 \$4,087.83 | 12/01/16 | \$4,087.83 |
| Vendor Total for: MISSISSIPPI LIME COMPANY | | | (Fiscal YTD Payments: \$54,576.04) | | \$4,087.83 |
| MOTOROLA SOLUTIONS, INC. | | | | | |
| | Invoice: 263079302016 | 01-30-00-5520 RADIO USER FEES | 11/01/16 \$590.00 | 12/01/16 | \$590.00 |
| Vendor Total for: MOTOROLA SOLUTIONS, INC. | | | (Fiscal YTD Payments: \$5,900.00) | | \$590.00 |

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|---|--------------------------|---|---|----------|------------|
| MUNICIPAL CLERKS OF ILLINOIS | | | | | |
| | Invoice: 17 DUES | 01-14-00-5610 KW: ANNUAL DUES | 11/18/16 \$75.00 | 12/01/16 | \$75.00 |
| Vendor Total for: MUNICIPAL CLERKS OF ILLINOIS | | (Fiscal YTD Payments: \$195.00) | | | \$75.00 |
| NARTEC, INC | | | | | |
| | Invoice: 8914 | 01-20-10-6520 DRUG TEST KITS | 11/04/16 \$176.04 | 12/01/16 | \$176.04 |
| | Invoice: 8918 | 01-20-10-6520 DRUG TEST KITS | 11/07/16 \$44.09 | 12/01/16 | \$44.09 |
| Vendor Total for: NARTEC, INC | | (Fiscal YTD Payments: \$357.85) | | | \$220.13 |
| NAT'L COOPERATIVE LEASING | | | | | |
| | Invoice: 87827 | 01-64-00-5930 PAPER TRAY LEASE 01-64-00-5930 COPIER LEASE-CMDV 01-50-00-5930 COPIER LEASE-FIN | 11/15/16 \$15.17 \$161.55 \$161.55 | 12/01/16 | \$338.27 |
| Vendor Total for: NAT'L COOPERATIVE LEASING | | (Fiscal YTD Payments: \$3,382.70) | | | \$338.27 |
| NAT'L FIRE PROTECTION ASSOC. | | | | | |
| | Invoice: 17 SUBSCRIPTION | 01-30-00-5650 JA: 17 SUBSCRIPTN | 11/09/16 \$1,345.50 | 12/01/16 | \$1,345.50 |
| Vendor Total for: NAT'L FIRE PROTECTION ASSOC. | | (Fiscal YTD Payments: \$.00) | | | \$1,345.50 |
| NORTHROP GRUMMAN SYSTEMS CORP | | | | | |
| | Invoice: 25077 | 52-43-20-5120 SOFTWARE MTCE 52-43-20-5120 MTR RDR WARRANTY | 11/17/16 \$642.00 \$3,466.00 | 12/01/16 | \$4,108.00 |
| Vendor Total for: NORTHROP GRUMMAN SYSTEMS CORP | | (Fiscal YTD Payments: \$.00) | | | \$4,108.00 |
| NU WAY CONCRETE FORMS TROY, LLC | | | | | |
| | Invoice: 1051956 | 41-00-00-8200 FORM RENTAL | 11/04/16 \$68.32 | 12/01/16 | \$68.32 |
| | Invoice: 1052228 | 28-00-00-8500 SDWLK EXPSN JOINT | 11/04/16 \$140.13 | 12/01/16 | \$140.13 |
| | Invoice: 1053160 | | 11/07/16 | 12/01/16 | \$11.70 |

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|---|-------------------------|---|---|----------|----------|
| | | 52-43-30-6120 MURIATIC ACID | \$11.70 | | |
| Vendor Total for: NU WAY CONCRETE FORMS TROY, LLC | | (Fiscal YTD Payments: \$3,092.32) | | | \$220.15 |
| O'BRIEN, STACEY | | | | | |
| | Invoice: 11/16 SNACKS | REIMB CUSTOMER SERVICE TRNG SNACKS 01-15-00-6520 SO: TRNG SNACKS | 11/16/16 \$20.52 | 12/01/16 | \$20.52 |
| Vendor Total for: O'BRIEN, STACEY | | (Fiscal YTD Payments: \$95.20) | | | \$20.52 |
| O'REILLY AUTOMOTIVE, INC. (786) | | | | | |
| | Invoice: 1068-255807 | 01-41-10-6120 TRLR LIFT SUPPORT 01-50-00-6130 #3158 MINI BULB 01-41-10-6520 LUBRICANT | 11/16/16 \$28.04 \$4.79 \$3.99 | 12/01/16 | \$36.82 |
| | Invoice: 1068-256099 | 01-41-10-6520 LUBRICANT,FASTENR | 11/17/16 \$12.48 | 12/01/16 | \$12.48 |
| | Invoice: 1068-256099 CR | 01-41-10-6120 RTN LIFT SUPPORT | 11/17/16 -\$28.04 | 12/01/16 | -\$28.04 |
| | Invoice: 1068-256388 | 01-41-10-6120 SKD STR CPPR RING | 11/18/16 \$4.49 | 12/01/16 | \$4.49 |
| | Invoice: 1068-257253 | 01-41-10-6520 GLOVES | 11/22/16 \$28.98 | 12/01/16 | \$28.98 |
| Vendor Total for: O'REILLY AUTOMOTIVE, INC. (786) | | (Fiscal YTD Payments: \$3,434.40) | | | \$54.73 |
| OK FASTENERS, INC | | | | | |
| | Invoice: 158991 | 01-41-10-6120 HEX CAP SCREWS | 11/07/16 \$2.94 | 12/01/16 | \$2.94 |
| | Invoice: 159062 | 01-41-10-6130 WSHRS,BOLTS,SCRWS | 11/09/16 \$7.26 | 12/01/16 | \$7.26 |
| | Invoice: 159358 | 41-00-00-6520 UPTWN BNR BOLTS | 11/21/16 \$16.55 | 12/01/16 | \$16.55 |
| Vendor Total for: OK FASTENERS, INC | | (Fiscal YTD Payments: \$51.86) | | | \$26.75 |
| ORKIN EXTERMINATING CO., INC. | | | | | |
| | Invoice: 29174153 (17) | 12/2016-11/2017 01-20-00-5110 1 YR PEST CONTROL | 11/01/16 \$508.26 | 12/01/16 | \$508.26 |
| Vendor Total for: ORKIN EXTERMINATING CO., INC. | | (Fiscal YTD Payments: \$3,630.95) | | | \$508.26 |

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|---|---------------------|---|----------------------|----------|-------------|
| PATTERSON BRAKE & FRONT END SERVICE, INC | | | | | |
| | Invoice: 115328 | 01-41-10-5130 #15 RPL 1 TIRE | 11/22/16 \$426.50 | 12/01/16 | \$426.50 |
| Vendor Total for: PATTERSON BRAKE & FRONT END SERVICE, INC (Fiscal YTD Payments: \$15,728.50) | | | | | \$426.50 |
| PITNEY BOWES | | | | | |
| | Invoice: 3301240267 | 09/10/16-10/09/16 01-14-00-5930 MAIL MACHINE | 09/24/16 \$136.86 | 12/01/16 | \$136.86 |
| | Invoice: 3301411780 | 08/10/16-09/09/16 01-14-00-5930 MAIL MACHINE | 09/24/16 \$136.86 | 12/01/16 | \$136.86 |
| | Invoice: 3301907453 | 10/10/16-11/09/16 01-14-00-5930 MAIL MACHINE | 10/13/16 \$136.86 | 12/01/16 | \$136.86 |
| | Invoice: 3302114586 | 11/10/16-12/09/16 01-14-00-5930 MAIL MACHINE | 11/12/16 \$136.86 | 12/01/16 | \$136.86 |
| Vendor Total for: PITNEY BOWES (Fiscal YTD Payments: \$.00) | | | | | \$547.44 |
| PNC EQUIPMENT FINANCE | | | | | |
| | Invoice: 5779538 | APPROVED 12/28/09.RESOLUTION #4912 | 11/23/16 | 12/01/16 | \$51,653.24 |
| | | 01-20-40-7100 LEASE/ENRGY PRJCT | \$476.52 | | |
| | | 01-20-40-7200 LEASE/ENRGY PRJCT | \$63.38 | | |
| | | 01-31-00-7100 LEASE/ENRGY PRJCT | \$302.80 | | |
| | | 01-31-00-7200 LEASE/ENRGY PRJCT | \$40.27 | | |
| | | 01-41-10-7100 LEASE/ENRGY PRJCT | \$776.32 | | |
| | | 01-41-10-7200 LEASE/ENRGY PRJCT | \$103.25 | | |
| | | 41-00-00-7100 LEASE/ENRGY PRJCT | \$1,468.11 | | |
| | | 41-00-00-7200 LEASE/ENRGY PRJCT | \$195.25 | | |
| | | 41-00-00-7100 LEASE/ENRGY PRJCT | \$1,098.44 | | |
| | | 41-00-00-7200 LEASE/ENRGY PRJCT | \$146.09 | | |
| | | 41-00-00-7100 LEASE/ENRGY PRJCT | \$2,312.74 | | |
| | | 41-00-00-7200 LEASE/ENRGY PRJCT | \$307.58 | | |
| | | 41-00-00-7100 LEASE/ENRGY PRJCT | \$8,358.68 | | |
| | | 41-00-00-7200 LEASE/ENRGY PRJCT | \$1,111.67 | | |
| | | 41-00-00-7100 LEASE/ENRGY PRJCT | \$25,232.71 | | |
| | | 41-00-00-7200 LEASE/ENRGY PRJCT | \$3,355.84 | | |
| | | 52-43-30-7100 LEASE/ENRGY PRJCT | \$537.40 | | |
| | | 52-43-30-7200 LEASE/ENRGY PRJCT | \$71.47 | | |
| | | 52-44-30-7100 LEASE/ENRGY PRJCT | \$5,026.25 | | |
| | | 52-44-30-7200 LEASE/ENRGY PRJCT | \$668.47 | | |
| Vendor Total for: PNC EQUIPMENT FINANCE (Fiscal YTD Payments: \$.00) | | | | | \$51,653.24 |

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| Vendor | Invoice | Description | Inv. Date | Due Date | Amount |
|--|--------------------------|--|------------------------------------|----------|------------|
| PRILL'S GARAGE - AUTO & TRUCK REPAIR | | | | | |
| | Invoice: 20948 | 01-41-10-5120 EQUIP INSPECTIONS | 10/24/16 \$33.00 | 12/01/16 | \$33.00 |
| Vendor Total for: PRILL'S GARAGE - AUTO & TRUCK REPAIR | | | (Fiscal YTD Payments: \$1,565.00) | | \$33.00 |
| PYRAMID ELECTRIC, INC | | | | | |
| | Invoice: T10555 | 01-34-00-5120 REP WARNING SIRNS | 10/31/16 \$1,588.47 | 12/01/16 | \$1,588.47 |
| Vendor Total for: PYRAMID ELECTRIC, INC | | | (Fiscal YTD Payments: \$8,470.03) | | \$1,588.47 |
| R.E. PEDROTTI CO., INC. | | | | | |
| | Invoice: 00054876-COLIAE | 52-43-30-6120 SURGE PROTECTOR | 11/09/16 \$202.10 | 12/01/16 | \$202.10 |
| Vendor Total for: R.E. PEDROTTI CO., INC. | | | (Fiscal YTD Payments: \$23,463.79) | | \$202.10 |
| RAY ALLEN MANUFACTURING, INC. | | | | | |
| | Invoice: RINV018395 | 02-00-00-6520 KUBIS: COLLAR | 10/31/16 \$67.59 | 12/01/16 | \$67.59 |
| Vendor Total for: RAY ALLEN MANUFACTURING, INC. | | | (Fiscal YTD Payments: \$759.84) | | \$67.59 |
| RAY O'HERRON CO, INC | | | | | |
| | Invoice: 1659115-IN | 01-20-10-4710 MB: MAG POUCH | 10/21/16 \$58.18 | 12/01/16 | \$58.18 |
| | Invoice: 1662483-IN | 01-20-10-6520 AMMUNITION | 11/07/16 \$1,068.38 | 12/01/16 | \$1,068.38 |
| | Invoice: 1663036-IN | 01-20-10-6520 AMMUNITION | 11/09/16 \$238.60 | 12/01/16 | \$238.60 |
| Vendor Total for: RAY O'HERRON CO, INC | | | (Fiscal YTD Payments: \$723.11) | | \$1,365.16 |
| RED-E-MIX, LLC | | | | | |
| | Invoice: 783512 | N COMBS 18-00-00-6140 7CY CONCRETE | 11/07/16 \$560.00 | 12/01/16 | \$560.00 |
| | Invoice: 783628 | JEFFERSON & CLAY 18-00-00-6140 1CY CONCRETE | 11/09/16 \$123.00 | 12/01/16 | \$123.00 |
| | Invoice: 783955 | BROWN ST 28-00-00-8500 10CY CONCRETE | 11/15/16 \$800.00 | 12/01/16 | \$800.00 |

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| Vendor | Invoice | Description | Inv. Date | Due Date | Amount |
|----------------------------------|-----------------|---|---------------------------------|----------|------------------------------------|
| (RED-E-MIX, LLC Cont'd) | | | | | |
| | Invoice: 784043 | BROWN ST 28-00-00-8500 9CY CONCRETE | 11/16/16 \$720.00 | 12/01/16 | \$720.00 |
| | Invoice: 784044 | ALPHA ST 18-00-00-6140 2CY CONCRETE | 11/16/16 \$260.00 | 12/01/16 | \$260.00 |
| | Invoice: 784147 | BROWN ST 28-00-00-8500 3CY CONCRETE | 11/17/16 \$240.00 | 12/01/16 | \$240.00 |
| Vendor Total for: RED-E-MIX, LLC | | | | | (Fiscal YTD Payments: \$22,260.38) |
| | | | | | \$2,703.00 |
| RURAL KING | | | | | |
| | Invoice: A95029 | 52-44-30-4710 TD: BOOTS 2016 | 10/13/16 \$114.99 | 12/01/16 | \$114.99 |
| | Invoice: A97535 | 52-44-30-4710 RH: CWG 2016 | 10/15/16 \$51.98 | 12/01/16 | \$51.98 |
| | Invoice: B01134 | 52-43-20-4710 KH: CWG 2016 | 10/19/16 \$27.98 | 12/01/16 | \$27.98 |
| | Invoice: B02120 | 52-44-30-4710 RH: CWG 2016 | 10/20/16 \$59.99 | 12/01/16 | \$59.99 |
| | Invoice: B02241 | 52-43-20-4710 KH: CWG 2016 | 10/20/16 \$2.00 | 12/01/16 | \$2.00 |
| | Invoice: B05574 | 52-44-30-4710 RH: CWG 2016 | 10/23/16 \$29.99 | 12/01/16 | \$29.99 |
| | Invoice: B06105 | 52-44-20-6120 1" STRGHT CLEVIS | 10/24/16 \$75.96 | 12/01/16 | \$75.96 |
| | Invoice: B06353 | 52-44-30-4710 DC: CWG 2016 01-00-00-3840 DC: REIMB OVERAGE | 10/24/16 \$103.50 \$16.49 | 12/01/16 | \$119.99 |
| | Invoice: B06992 | 52-44-30-6520 RUBBER BOOTS | 10/25/16 \$34.99 | 12/01/16 | \$34.99 |
| | Invoice: B13547 | 01-31-00-6520 VENT SAW FUEL | 10/31/16 \$14.99 | 12/01/16 | \$14.99 |
| | Invoice: B14067 | 52-44-20-6520 T-POSTS | 11/01/16 \$16.45 | 12/01/16 | \$16.45 |
| | Invoice: B14494 | 52-44-20-6560 COPPER SULFATE | 11/01/16 \$168.95 | 12/01/16 | \$168.95 |
| | Invoice: B14943 | 01-20-10-6520 KUBIS: DOG FOOD 01-20-10-6520 KUBIS: CHAIN | 11/01/16 \$44.99 \$3.99 | 12/01/16 | \$48.98 |
| | Invoice: B14953 | 01-20-10-6520 RTN DOG FOOD | 11/01/16 -\$2.00 | 12/01/16 | -\$2.00 |
| | Invoice: B16957 | 52-43-20-4710 MJ: CWG 2016 | 11/04/16 \$58.50 | 12/01/16 | \$58.50 |

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| Vendor | Invoice | Description | Inv. Date | Due Date | Amount | |
|---|-----------------------|--|--|----------|------------|----------|
| (RURAL KING Cont'd) | | | | | | |
| | Invoice: B20459 | 52-43-20-6520 PLUG,GAUGE,REGLTR | 11/07/16 \$13.27 | 12/01/16 | \$13.27 | |
| | Invoice: B21446 | 52-43-20-6520 IRRIGATION FTTNGS | 11/08/16 \$5.98 | 12/01/16 | \$5.98 | |
| | Invoice: B21528 | 01-41-10-4710 PK: BOOTS 2016 01-41-10-4710 PK: CWG 2016 | 11/08/16 \$109.99 \$83.95 | 12/01/16 | \$193.94 | |
| | Invoice: B22008 | 52-43-30-4710 TP: CWG 2016 | 11/08/16 \$59.40 | 12/01/16 | \$59.40 | |
| | Invoice: B22009 | 52-43-30-4710 PM: CWG 2016 | 11/08/16 \$96.94 | 12/01/16 | \$96.94 | |
| Vendor Total for: RURAL KING | | (Fiscal YTD Payments: \$8,616.95) | | | \$1,193.27 | |
| SAM'S CLUB DIRECT (XXX6454) | | | | | | |
| | Invoice: 11/16 | 01-50-00-6510 CNTRFIT BILL PENS 01-50-00-6520 INK CARTRIDGE 01-50-00-6520 PAPER SHREDDER | 11/20/16 \$29.88 \$67.98 \$692.00 | 12/01/16 | \$789.86 | |
| Vendor Total for: SAM'S CLUB DIRECT | | (XXX6454) | (Fiscal YTD Payments: \$95.00) | | | \$789.86 |
| SCHULTE SUPPLY, INC. | | | | | | |
| | Invoice: S1120824.001 | 52-43-20-6150 METER PITS | 11/15/16 \$744.60 | 12/01/16 | \$744.60 | |
| Vendor Total for: SCHULTE SUPPLY, INC. | | (Fiscal YTD Payments: \$24,194.20) | | | \$744.60 | |
| SEALING SPECIALISTS, INC. | | | | | | |
| | Invoice: 1005913 | 52-44-30-6150 LIME REMVL SOLUTN | 11/04/16 \$124.62 | 12/01/16 | \$124.62 | |
| Vendor Total for: SEALING SPECIALISTS, INC. | | (Fiscal YTD Payments: \$11,382.00) | | | \$124.62 | |
| SIPCA | | | | | | |
| | Invoice: 2017 DUES BB | 2017 MEMBERSHIP DUES 01-20-00-5610 BB: 2017 DUES | 11/01/16 \$75.00 | 12/01/16 | \$75.00 | |
| | Invoice: 2017 DUES CM | 2017 MEMBERSHIP DUES 01-20-00-5610 CM: 2017 DUES | 11/01/16 \$75.00 | 12/01/16 | \$75.00 | |
| | Invoice: 2017 DUES EH | 2017 MEMBERSHIP DUES 01-20-00-5610 EH: 2017 DUES | 11/01/16 \$75.00 | 12/01/16 | \$75.00 | |

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| Vendor | Invoice | Description | Inv. Date | Due Date | Amount |
|---|-------------------------|--|------------------------------------|----------|----------|
| (SIPCA Cont'd) | | | | | |
| | Invoice: 2017 DUES EO | 2017 MEMBERSHIP DUES 01-20-00-5610 EO: 2017 DUES | 11/01/16 \$75.00 | 12/01/16 | \$75.00 |
| | Invoice: 2017 DUES GS | 2017 MEMBERSHIP DUES 01-20-00-5610 GS: 2017 DUES | 11/01/16 \$75.00 | 12/01/16 | \$75.00 |
| | Invoice: 2017 DUES RW | 2017 MEMBERSHIP DUES 01-20-00-5610 RW: 2017 DUES | 11/01/16 \$75.00 | 12/01/16 | \$75.00 |
| | Invoice: 2017 DUES SE | 2017 MEMBERSHIP DUES 01-20-00-5610 SE: 2017 DUES | 11/01/16 \$75.00 | 12/01/16 | \$75.00 |
| Vendor Total for: SIPCA | | | (Fiscal YTD Payments: \$825.00) | | \$525.00 |
| SNAP-ON-TOOLS | | | | | |
| | Invoice: 1110163124 | 52-44-20-6530 IMPACT DRILL | 11/10/16 \$450.00 | 12/01/16 | \$450.00 |
| Vendor Total for: SNAP-ON-TOOLS | | | (Fiscal YTD Payments: \$1,882.99) | | \$450.00 |
| SOUTHWESTERN ELECTRIC COOP, INC | | | | | |
| | Invoice: 11/16 SL SIREN | 01-34-00-5710 SUGARLOAF SIREN | 11/10/16 \$28.30 | 12/01/16 | \$28.30 |
| Vendor Total for: SOUTHWESTERN ELECTRIC COOP, INC | | | (Fiscal YTD Payments: \$25,342.37) | | \$28.30 |
| STAPLES ADVANTAGE | | | | | |
| | Invoice: 3312294896 | 01-14-00-6510 TABLE | 08/21/16 \$159.99 | 12/01/16 | \$159.99 |
| | Invoice: 3320434482 | 01-15-00-6510 SECURITY MIRROR 01-14-00-6510 BINDER INDEX TABS | 11/04/16 \$38.46 \$13.11 | 12/01/16 | \$51.57 |
| | Invoice: 3320605831 | 52-44-20-6510 PRINTER INK | 11/05/16 \$38.11 | 12/01/16 | \$38.11 |
| | Invoice: 3320605834 | 52-44-20-6510 COPY PAPER 52-44-30-6510 COPY PAPER | 11/05/16 \$19.78 \$19.77 | 12/01/16 | \$39.55 |
| | Invoice: 3320605838 | 52-43-30-6510 PRINTER INK | 11/05/16 \$50.92 | 12/01/16 | \$50.92 |
| | Invoice: 3320851183 | 01-13-00-6510 DOCUMENT FRAME | 11/09/16 \$11.75 | 12/01/16 | \$11.75 |
| | Invoice: 3320851184 | 01-13-00-6510 DOCUMENT FRAME | 11/09/16 \$20.99 | 12/01/16 | \$20.99 |
| | Invoice: 3321004662 | | 11/11/16 | 12/01/16 | \$187.20 |

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|---|------------------------|------------------------------------|-----------|----------|-----------|
| | | 01-50-00-6510 TPE,CARDSTK,FLDRS | \$126.37 | | |
| | | 01-40-00-6510 COPY PAPER | \$60.83 | | |
| | Invoice: 3321004663 | | 11/11/16 | 12/01/16 | \$20.08 |
| | | 01-14-00-6510 ADDRESS STAMP | \$20.08 | | |
| | Invoice: 3321004665 | | 11/11/16 | 12/01/16 | \$3.99 |
| | | 01-13-00-6510 KC: CARD HOLDER | \$3.99 | | |
| | Invoice: 3321004666 | | 11/11/16 | 12/01/16 | \$3.99 |
| | | 01-14-00-6510 CC: CARD HOLDER | \$3.99 | | |
| | Invoice: 3321138860 | | 11/12/16 | 12/01/16 | -\$159.99 |
| | | 01-14-00-6510 RTN TABLE | -\$159.99 | | |
| Vendor Total for: STAPLES ADVANTAGE | | (Fiscal YTD Payments: \$13,991.24) | | | \$428.15 |
| STERICYCLE, INC. | | | | | |
| | Invoice: 4006701319 | | 11/07/16 | 12/01/16 | \$141.10 |
| | | 11/03/16 | \$141.10 | | |
| | | 01-20-10-5490 BIOHAZARD P/U FEE | | | |
| Vendor Total for: STERICYCLE, INC. | | (Fiscal YTD Payments: \$209.10) | | | \$141.10 |
| SUBURBAN JOURNALS | | | | | |
| | Invoice: 20793262 (17) | | 11/09/16 | 12/01/16 | \$19.76 |
| | | 01-10-00-5650 ANNUAL SUBSCRIPTN | \$19.76 | | |
| Vendor Total for: SUBURBAN JOURNALS | | (Fiscal YTD Payments: \$74.00) | | | \$19.76 |
| SWANSEA BUILDING PRODUCTS CORP. | | | | | |
| | Invoice: 94863 | | 10/11/16 | 12/01/16 | \$137.04 |
| | | 52-44-20-6150 CONCRETE BLOCKS | \$137.04 | | |
| Vendor Total for: SWANSEA BUILDING PRODUCTS CORP. | | (Fiscal YTD Payments: \$122.04) | | | \$137.04 |
| T-MOBILE USA, INC | | | | | |
| | Invoice: 9275882401 | | 10/27/16 | 12/01/16 | \$50.00 |
| | | 01-20-10-5490 TOWER DUMP | \$50.00 | | |
| Vendor Total for: T-MOBILE USA, INC | | (Fiscal YTD Payments: \$.00) | | | \$50.00 |
| TROVERCO, INC | | | | | |
| | Invoice: 1000681008 | | 11/11/16 | 12/01/16 | \$141.96 |
| | | 01-20-10-6520 PRISONER MEALS | \$141.96 | | |
| | Invoice: 1000688009 | | 11/18/16 | 12/01/16 | \$70.98 |
| | | 01-20-10-6520 PRISONER MEALS | \$70.98 | | |

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|---|------------------------|------------------------------------|----------------------|----------|------------|
| (TROVERCO, INC Cont'd) | | | | | |
| | Invoice: 1000691026 | 01-20-10-6520 PRISONER MEALS | 11/21/16 \$47.32 | 12/01/16 | \$47.32 |
| Vendor Total for: TROVERCO, INC | | (Fiscal YTD Payments: \$2,397.60) | | | \$260.26 |
| TRUCK CENTERS, INC | | | | | |
| | Invoice: F110365369:01 | 01-41-10-6120 SWPR BEARING KIT | 11/18/16 \$35.55 | 12/01/16 | \$35.55 |
| | Invoice: R110087332:01 | 01-41-10-5130 #47 REP ENGNE BLK | 11/08/16 \$688.73 | 12/01/16 | \$688.73 |
| Vendor Total for: TRUCK CENTERS, INC | | (Fiscal YTD Payments: \$22,943.78) | | | \$724.28 |
| UNIVERSITY OF IL - URBANA | | | | | |
| | Invoice: 69818 | 01-41-10-5630 PK: GENL STDS | 11/21/16 \$50.00 | 12/01/16 | \$300.00 |
| | | 01-41-10-5630 TS: GENL STDS | \$50.00 | | |
| | | 52-44-20-5630 CC: GENL STDS,ROW | \$50.00 | | |
| | | 01-41-10-5630 RG: MOSQUITO | \$50.00 | | |
| | | 01-41-10-5630 DM: GENL STDS,MSQ | \$50.00 | | |
| | | 01-41-10-5630 RG: GENL STDS,ROW | \$50.00 | | |
| Vendor Total for: UNIVERSITY OF IL - URBANA | | (Fiscal YTD Payments: \$400.00) | | | \$300.00 |
| USA BLUEBOOK | | | | | |
| | Invoice: 097808 | 52-44-30-6520 PROBE CAP | 10/28/16 \$140.97 | 12/01/16 | \$140.97 |
| Vendor Total for: USA BLUEBOOK | | (Fiscal YTD Payments: \$4,939.85) | | | \$140.97 |
| VANDEVANTER ENGINEERING | | | | | |
| | Invoice: 5380714 | KEEBLER L/S | 11/19/16 | 12/01/16 | \$3,206.00 |
| | | 52-44-20-5150 INSTL MONTR SYSTM | \$3,206.00 | | |
| Vendor Total for: VANDEVANTER ENGINEERING | | (Fiscal YTD Payments: \$57,364.30) | | | \$3,206.00 |
| VERIZON WIRELESS | | | | | |
| | Invoice: 9774900188 | 01-66-00-5520 10/08-11/07 CELL | 11/07/16 \$121.14 | 12/01/16 | \$2,045.59 |
| | | 01-10-00-5520 10/08-11/07 CELL | \$65.39 | | |

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|-------------------------------------|------------------------|------------------------------------|---------------------------------|----------|------------|
| | | 01-13-00-5520 10/08-11/07 CELL | \$65.39 | | |
| | | 01-14-00-5520 10/08-11/07 CELL | \$55.39 | | |
| | | 01-16-00-5520 10/08-11/07 CELL | \$120.78 | | |
| | | 01-15-00-5520 10/08-11/07 CELL | \$55.39 | | |
| | | 01-71-00-5520 10/08-11/07 CELL | \$100.48 | | |
| | | 01-64-00-5520 10/08-11/07 CELL | \$110.78 | | |
| | | 01-40-00-5520 10/08-11/07 CELL | \$55.39 | | |
| | | 01-30-00-5520 10/08-11/07 CELL | \$293.10 | | |
| | | 01-41-10-5520 10/08-11/07 CELL | \$166.17 | | |
| | | 52-44-20-5520 10/08-11/07 CELL | \$55.39 | | |
| | | 52-43-20-5520 10/08-11/07 CELL | \$266.65 | | |
| | | 52-44-30-5520 10/08-11/07 CELL | \$142.79 | | |
| | | 52-43-30-5520 10/08-11/07 CELL | \$88.47 | | |
| | | 01-50-00-5520 10/08-11/07 CELL | \$55.39 | | |
| | | 01-31-10-5710 10/08-11/07 CELL | \$40.03 | | |
| | | 01-41-10-6520 MD: BLTOOTH HDSET | \$59.99 | | |
| | | 01-41-10-6520 MP: PHONE CASE | \$89.99 | | |
| | | 01-16-00-6520 PHONE CASE | \$37.49 | | |
| | Invoice: 9774900188 CR | | 11/07/16 | 12/01/16 | -\$1.75 |
| | | 01-20-00-5520 10/08-11/07 CELL | -\$1.75 | | |
| | Invoice: 9774922032 | | 11/07/16 | 12/01/16 | \$50.44 |
| | | 01-14-00-5520 10/8-11/7 EMRGNCY | \$50.44 | | |
| Vendor Total for: VERIZON WIRELESS | | (Fiscal YTD Payments: \$19,173.68) | | | \$2,094.28 |
| VERIZON WIRELESS (FD) | | | | | |
| | Invoice: 9774922033 | | 11/07/16 | 12/01/16 | \$94.11 |
| | | 01-30-00-5520 10/08-11/07 CELL | \$94.11 | | |
| Vendor Total for: VERIZON WIRELESS | | (FD) | (Fiscal YTD Payments: \$989.97) | | \$94.11 |
| VILLAGE LOCKSMITH | | | | | |
| | Invoice: 19811 | | 11/08/16 | 12/01/16 | \$3.85 |
| | | 52-43-20-6520 KEYS | \$3.85 | | |
| | Invoice: 19812 | | 11/08/16 | 12/01/16 | \$3.65 |
| | | 52-43-20-6520 KEYS | \$3.65 | | |
| Vendor Total for: VILLAGE LOCKSMITH | | (Fiscal YTD Payments: \$1,232.45) | | | \$7.50 |
| WALMART COMMUNITY/GEGRB | | | | | |
| | Invoice: 11/16 | | 11/09/16 | 12/01/16 | \$1,193.64 |
| | | 01-20-10-6520 DVDS,PRISNR MEALS | \$78.38 | | |
| | | 01-20-00-6520 KLEENEX,IBUPROFEN | \$17.35 | | |

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|---|----------------|-----------------------------------|----------------------|----------|------------|
| | | 01-20-10-6520 LAB TRG VOL SNACK | \$13.44 | | |
| | | 01-20-10-6130 GLUE | \$8.94 | | |
| | | 01-20-40-6520 LITTER, CAT FOOD | \$126.30 | | |
| | | 01-20-40-6540 MOP,PNSOL,BLEACH | \$130.78 | | |
| | | 01-20-00-6520 CTZN ACDMY SNACKS | \$34.42 | | |
| | | 01-20-10-6520 PRSNR MEALS,DRNKS | \$37.50 | | |
| | | 01-20-10-6520 BATTERIES | \$30.91 | | |
| | | 01-20-00-6520 INK | \$30.97 | | |
| | | 01-20-00-6520 HALLOWEEN CANDY | \$29.52 | | |
| | | 01-20-10-6520 PRSNR MEALS,DRNKS | \$35.00 | | |
| | | 01-20-00-6520 CTZN ACDMY DRINKS | \$20.45 | | |
| | | 01-20-40-6520 LTTR,CAT/DOG FOOD | \$161.32 | | |
| | | 01-20-40-6540 PNSL,TP,BLCH,SOAP | \$48.75 | | |
| | | 01-20-10-6520 CDS, DVDS, CUPS | \$289.23 | | |
| | | 01-20-00-6520 KLEENEX | \$8.76 | | |
| | | 01-20-00-6520 PLATES,CFEED,BWLS | \$91.62 | | |
| Vendor Total for: WALMART COMMUNITY/GECRB | | (Fiscal YTD Payments: \$9,082.33) | | | \$1,193.64 |
| WALMART COMMUNITY/GECRB | | | | | |
| | Invoice: 11/16 | | | | |
| | | 01-41-10-6520 LYSOL,DTGNT,PLNGR | 11/16/16 \$170.98 | 12/01/16 | \$170.98 |
| Vendor Total for: WALMART COMMUNITY/GECRB | | (Fiscal YTD Payments: \$128.51) | | | \$170.98 |
| WALMART COMMUNITY/GECRB | | | | | |
| | Invoice: 11/16 | | | | |
| | | 52-44-30-6520 WTR,SPRY BTL,SOAP | 11/16/16 \$26.10 | 12/01/16 | \$213.80 |
| | | 52-44-30-6520 WTR,SOAP,AIR FRSH | \$67.82 | | |
| | | 52-44-20-6520 FLASHLIGHTS | \$119.88 | | |
| Vendor Total for: WALMART COMMUNITY/GECRB | | (Fiscal YTD Payments: \$3,177.51) | | | \$213.80 |
| WARNING LITES OF ILLINOIS | | | | | |
| | Invoice: 6285 | | | | |
| | | 52-43-00-8300 PYMNT SIGNS,POSTS | 10/28/16 \$181.58 | 12/01/16 | \$181.58 |
| | Invoice: 6312 | | | | |
| | | 01-41-10-5120 REP MESSAGE BOARD | 11/01/16 \$850.00 | 12/01/16 | \$850.00 |
| | Invoice: 6352 | | | | |
| | | 01-41-10-6140 STREET SIGNS | 11/07/16 \$132.00 | 12/01/16 | \$132.00 |
| | Invoice: 6404 | | | | |
| | | 01-41-10-4710 MP: CWG 2016 | 11/15/16 \$74.00 | 12/01/16 | \$74.00 |
| | Invoice: 6415 | | | | |
| | | | 11/16/16 | 12/01/16 | \$96.00 |

Board Listing

For Meeting Dated 12/12/16

List #383

| Vendor | Invoice | Description | Inv. Date | Due Date | Amount |
|--|------------------|------------------------------------|------------|----------|------------|
| | | 01-41-10-6140 SLOW SIGNS | \$96.00 | | |
| | Invoice: 6441 | | 11/18/16 | 12/01/16 | \$160.38 |
| | | 01-41-10-6140 STREET SIGNS | \$160.38 | | |
| | Invoice: 6472 | | 11/22/16 | 12/01/16 | \$199.50 |
| | | 01-41-10-6520 SAFETY GLASSES | \$120.00 | | |
| | | 01-41-10-6520 CAUTION TAPE | \$79.50 | | |
| Vendor Total for: WARNING LITES OF ILLINOIS | | (Fiscal YTD Payments: \$15,519.56) | | | \$1,693.46 |
| WILLIAMS OFFICE PRODUCTS, INC. | | | | | |
| | Invoice: 033619 | | 11/11/16 | 12/01/16 | \$402.63 |
| | | 01-14-00-5170 COPIER MAINT-ADMN | \$126.00 | | |
| | | 01-50-00-5170 COPIER MAINT-FIN | \$114.98 | | |
| | | 01-64-00-5170 COPIER MAINT-CMDV | \$161.65 | | |
| | Invoice: 033658 | | 11/17/16 | 12/01/16 | \$323.75 |
| | | 01-20-20-5170 COPIER MAINT | \$19.00 | | |
| | | 01-20-40-5170 COPIER MAINT | \$40.77 | | |
| | | 01-20-20-5170 COPIER MAINT | \$263.98 | | |
| | Invoice: 24974-1 | | 11/15/16 | 12/01/16 | \$65.98 |
| | | 01-50-00-6520 COPY PAPER | \$65.98 | | |
| Vendor Total for: WILLIAMS OFFICE PRODUCTS, INC. | | (Fiscal YTD Payments: \$12,201.66) | | | \$792.36 |
| WISSEHR ELECTRIC, INC | | | | | |
| | Invoice: 25611 | | 10/31/16 | 12/01/16 | \$3,098.31 |
| | | 01-41-10-5131 REP CAMELOT SIGN | \$3,098.31 | | |
| Vendor Total for: WISSEHR ELECTRIC, INC | | (Fiscal YTD Payments: \$.00) | | | \$3,098.31 |
| WOODY'S MUNICIPAL SUPPLY | | | | | |
| | Invoice: 48419 | | 11/10/16 | 12/01/16 | \$126.25 |
| | | 01-41-10-6120 V-BOX FITTINGS | \$126.25 | | |
| Vendor Total for: WOODY'S MUNICIPAL SUPPLY | | (Fiscal YTD Payments: \$37,677.56) | | | \$126.25 |

Board Listing
For Meeting Dated 12/12/16

List #383
Amount

| | |
|-------------------------------|------------------|
| GENERAL FUND | \$187,154.79 |
| FORFEITED/SEIZED FUNDS | \$3,166.58 |
| COLLINS HOUSE (HPC) | \$22.00 |
| MOTOR FUEL TAX FUND | \$37,502.26 |
| CAPITAL PROJECTS FUND | \$10,698.59 |
| TIF DISTRICT #1 | \$593,548.56 |
| NORTHEAST BUSINESS DISTRICT | \$2,932.95 |
| WATER & SEWER OPERATIONS | \$89,873.26 |
| Grand Total: | \$924,898.99 |
| Total Vendors: | 132 |
| TOTAL FOR REGULAR CHECKS: | \$833,103.72 |
| TOTAL FOR DIRECT PAY VENDORS: | \$91,795.27 |

AGENDA ITEM REPORT

DATE OF MEETING: December 12, 2016

ITEM: Motion to Approve Payroll for the Period Ending November 18, 2016 in the Amount of \$532,335.53

STRATEGIC PLAN GOAL: Goal # 7 – Financially Stewardship and Sustainability

BACKGROUND:

Payroll amounts are as follows:

| | |
|-------------------------|--------------|
| Payroll Ending 11/18/16 | \$532,335.53 |
| (Regular payroll) | |

RECOMMENDATION:

The Director of Finance recommends approval of the Motion to Approve Payroll for the Period Ending November 18, 2016 in the amount of \$532,335.53

ITEM SUBMITTED BY: Tamara Ammann, Director of Finance

ATTACHMENTS: Payroll Report

SYS DATE 112316
PROGRAM 'PBL'

CITY OF COLLINSVILLE
P A Y R O L L B O A R D L I S T
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PAYROLL ENDING DATE 11/18/16

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| EMPLOYEE | DATE | CHECK NO | GROSS | OT PAY | HOURS | | | |
|--------------------------------|----------|----------------------------------|---------|-----------|--------|----------|--------|--|
| 13BAIMI-BAIR, MITCHELL E | 11/25/16 | 90064822 90064823 | 5396.87 | .00 | 81.00 | | | |
| 13CUNKE-CUNNINGHAM, KENDRA ANN | 11/25/16 | 90064824 | 1730.76 | .00 | 80.00 | | | |
| Totals for Department 13 | | | | - Checks: | 3 | 7127.63 | .00 | |
| 14COTKI-COTTON-WASSER, KIMBERL | 11/25/16 | 90064825 90064826 | 2580.84 | 180.06 | 84.00 | | | |
| Totals for Department 14 | | | | - Checks: | 2 | 2580.84 | 180.06 | |
| 15OBRST-O'BRIEN, STACEY J | 11/25/16 | 90064827 | 2550.01 | .00 | 80.00 | | | |
| Totals for Department 15 | | | | - Checks: | 1 | 2550.01 | .00 | |
| 15DRUPA-DRURY, PAYTON ELIZABET | 11/25/16 | 90064828 | 135.00 | .00 | 9.00 | | | |
| Totals for Department 15P | | | | - Checks: | 1 | 135.00 | .00 | |
| 16AHLMA-AHLVERS, MARK E | 11/25/16 | 90064829 | 2571.54 | .00 | 80.00 | | | |
| 16MCCDA-MCCORMICK, DANIEL P | 11/25/16 | 90064830 90064831 | 2400.78 | .00 | 80.00 | | | |
| Totals for Department 16 | | | | - Checks: | 3 | 4972.32 | .00 | |
| 20BOEJO-BOERM, JON B | 11/25/16 | 90064832 | 3597.31 | .00 | 80.00 | | | |
| 20EVAST-EVANS, STEPHEN R | 11/25/16 | 90064833 90064834 | 3955.39 | .00 | 80.00 | | | |
| 20HERER-HERMAN, ERIC A | 11/25/16 | 90064835 | 3515.78 | .00 | 80.00 | | | |
| 20MACCH-MACKIN, CHARLES E | 11/25/16 | 90064836 90064837 | 3515.78 | .00 | 80.00 | | | |
| 20MAYTE-MAY, TERESA LYNN | 11/25/16 | 90064838 90064839 | 2157.69 | .00 | 80.00 | | | |
| 20WEER-OWEN, ERIC D | 11/25/16 | 90064840 | 3515.78 | .00 | 80.00 | | | |
| 20SCAGA-SCAGGS, GARY W | 11/25/16 | 90064841 | 3515.78 | .00 | 80.00 | | | |
| 20WITRI-WITTENAUER, RICHARD E | 11/25/16 | 90064842 | 3597.31 | .00 | 80.00 | | | |
| Totals for Department 20 | | | | - Checks: | 11 | 27370.82 | .00 | |
| 21AKEBR-AKERS, BRADLEY J | 11/25/16 | 90064843 | 3866.98 | 975.78 | 98.00 | | | |
| 21BAUMI-BAUER, MICHAEL P | 11/25/16 | 90064844 | 3172.40 | .00 | 88.00 | | | |
| 21BELMI-BELL, MICHAEL W | 11/25/16 | 90064845 90064846 90064847 | 3434.34 | 339.66 | 88.00 | | | |
| 21BROMI-BROWN, MICHAEL G | 11/25/16 | 90064848 90064849 90064850 | 3854.38 | 756.47 | 156.25 | | | |

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| 11/23/16 | | | | | |
|------------------------------|----------|----------------------------------|---------|---------|--------|
| EMPLOYEE | DATE | CHECK NO | GROSS | OT PAY | HOURS |
| 21CERJO-CERNA, JOSE A | 11/25/16 | 90064851 | 3859.46 | 1092.30 | 96.00 |
| 21COOME-COOPER, MELISSA M | 11/25/16 | 90064852 90064853 | 3393.40 | 649.80 | 88.00 |
| 21DANER-DANFORD, ERIC K | 11/25/16 | 90064854 90064855 | 3620.32 | .00 | 88.00 |
| 21EDWJA-EDWARDS, JAY R | 11/25/16 | 90064856 | 3539.00 | 424.68 | 96.00 |
| 21FIEJO-FIELDS, JOSHUA M | 11/25/16 | 90064857 | 1510.46 | .00 | 44.36 |
| 21HARJA-HARRISON, JASON M | 11/25/16 | 90064858 | 3893.12 | 1042.80 | 102.00 |
| 21HUNJO-HUNT, JOSHUA MICHAEL | 11/25/16 | 90064859 | 3823.60 | 1042.80 | 100.00 |
| 21JACKE-JACKSON, KEITH A | 11/25/16 | 90064860 | 3548.00 | 709.60 | 93.00 |
| 21JERWI-JEREMIAS, WILBERT G | 11/25/16 | 90064861 | 3460.16 | .00 | 88.00 |
| 21KILPA-KILQUIST, PAUL D | 11/25/16 | 90064862 | 3600.98 | 758.94 | 114.00 |
| 21KOEBE-KOERTGE, BENJAMIN C | 11/25/16 | 90064863 | 2580.16 | .00 | 88.00 |
| 21KRUMA-KRUG, MARK A | 11/25/16 | 90064864 | 3317.52 | 119.92 | 82.00 |
| 21KUEMA-KUECHLE, MARK E | 11/25/16 | 90064865 | 3255.88 | 424.68 | 88.00 |
| 21KUNTO-KUNZ, TODD J | 11/25/16 | 90064866 | 3434.34 | 226.44 | 89.00 |
| 21KYRJE-KYROUAC, JENNIFER L | 11/25/16 | 90064867 90064868 | 3285.10 | 324.90 | 88.00 |
| 21LUNSA-LUNA, SAMUEL G | 11/25/16 | 90064869 | 3650.14 | 1022.70 | 108.00 |
| 21MADDY-MADRON, DYLAN JOHN | 11/25/16 | 90064870 90064871 | 3084.85 | 808.65 | 94.00 |
| 21MARCO-MARTIN, COREY L | 11/25/16 | 90064872 | 2725.45 | 269.55 | 88.00 |
| 21PICBR-PICKEREL, BRADLEY | 11/25/16 | 90064873 | 3609.78 | 849.36 | 94.00 |
| 21PORDA-PORTER, DANIEL T | 11/25/16 | 90064874 90064875 90064876 | 3329.04 | .00 | 88.00 |
| 21PRISC-PRITCHETT, SCOTT M | 11/25/16 | 90064877 | 3685.91 | 614.42 | 117.25 |

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CITY OF COLLINSVILLE
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| 11/23/16 | EMPLOYEE | DATE | CHECK NO | GROSS | OT PAY | HOURS | | |
|----------|-------------------------------|----------|----------------------------------|---------|-----------|--------|-----------|----------|
| | 21PYRST-PYRDECK, STEVEN P | 11/25/16 | 90064878 | 3835.52 | 638.64 | 124.00 | | |
| | 21REIMI-REICHERT, MICHAEL W | 11/25/16 | 90064879 90064880 90064881 | 3489.35 | 550.95 | 90.00 | | |
| | 21ROSTR-ROSS, TRENT A | 11/25/16 | 90064882 | 3576.16 | 729.12 | 96.00 | | |
| | 21ROWLE-ROWLAND, LELAND R | 11/25/16 | 90064883 | 3620.32 | .00 | 88.00 | | |
| | 21SEVTI-SEVERINE, TIMOTHY J | 11/25/16 | 90064884 | 3141.48 | 401.04 | 90.00 | | |
| | 21STECO-STEINMANN, CORTNEY J | 11/25/16 | 90064885 90064886 | 2996.40 | .00 | 88.00 | | |
| | 21TALDO-TALBOT, DOUGLAS W | 11/25/16 | 90064887 | 3785.25 | 973.35 | 96.00 | | |
| | 21TERMA-TERVEER, MARK D | 11/25/16 | 90064888 | 3472.08 | 452.88 | 88.00 | | |
| | 21TISKE-TISCH, KEVIN L | 11/25/16 | 90064889 | 3211.60 | 364.56 | 89.00 | | |
| | 21WARCH-WARREN, CHRISTOPHER | 11/25/16 | 90064890 | 3197.92 | 417.12 | 88.00 | | |
| | 21WOLNI-WOLOSZYN, NICHOLAS R | 11/25/16 | 90064891 | 2635.60 | .00 | 88.00 | | |
| | Totals for Department 21 | | | | - Checks: | 49 | 121496.45 | 16981.11 |
| | 21BERWI-BERGER, WILLIAM L | 11/25/16 | 90064892 90064893 90064894 | 1665.39 | .00 | 80.00 | | |
| | Totals for Department 21A | | | | - Checks: | 3 | 1665.39 | .00 |
| | 22BEAJA-BEAN, JACQUELYN M P | 11/25/16 | 90064895 | 2447.28 | .00 | 88.00 | | |
| | 22CHRM-CHRISTENSEN, MICHAEL W | 11/25/16 | 90064896 | 2163.92 | .00 | 88.00 | | |
| | 22COULA-COULTER, LAUREN M | 11/25/16 | 90064897 | 2756.00 | 661.44 | 92.00 | | |
| | 22GORSH-GORKA, SHEILA K | 11/25/16 | 90064898 90064899 90064900 | 2245.92 | 429.84 | 92.00 | | |
| | 22HARYO-HARRIS, YOLANDA R | 11/25/16 | 90064901 | 2147.28 | .00 | 100.00 | | |
| | 22HOVKE-HOVORKA, KELSEY D | 11/25/16 | 90064902 | 2030.55 | 198.45 | 168.00 | | |
| | 22KIRLI-KIRK, LISA G | 11/25/16 | 90064903 | 2472.80 | .00 | 88.00 | | |
| | 22LACAL-LACQUEMENT, ALAN R | 11/25/16 | 90064904 90064905 90064906 | 2642.44 | 259.56 | 148.00 | | |

| 11/23/16 | EMPLOYEE | DATE | CHECK NO | GROSS | OT PAY | HOURS | | | |
|----------|--------------------------------|-----------|----------------------|---------|-----------|--------|----------|---------|--|
| | 22LINAN-LINDAUER, ANDREA S | 11/25/16 | 90064907 | 2820.74 | 537.42 | 173.00 | | | |
| | 22LOVMA-LOVATTO, MARISSA A | 11/25/16 | 90064908 90064909 | 2558.52 | 333.72 | 88.00 | | | |
| | 22MERCO-MERSINGER, COURTNEY M | 11/25/16 | 90064910 | 1553.84 | 296.28 | 110.00 | | | |
| | 22OLLCH-OLLER, CHRISTINA M | 11/25/16 | 90064911 | 2527.82 | 248.58 | 136.00 | | | |
| | 22TIMKE-TIMKEN, KELSEY E | 11/25/16 | 90064912 | 2187.76 | 285.36 | 88.00 | | | |
| | 22VERSH-VERSTRAETE, SHERI LYNN | 11/25/16 | 90064913 | 1666.40 | .00 | 80.00 | | | |
| | Totals for Department 22 | | | | - Checks: | 19 | 32221.27 | 3250.65 | |
| | 22WISLO-WISE, LORI A | 11/25/16 | 90064914 | 2390.39 | .00 | 80.00 | | | |
| | Totals for Department 22A | | | | - Checks: | 1 | 2390.39 | .00 | |
| | 24LALNA-LALEMAN, NATHANIEL | 11/25/16 | 90064915 90064916 | 2029.28 | .00 | 88.00 | | | |
| | 24PARJE-PARRACK, JESSE W | 11/25/16 | 90064917 | 1867.86 | 69.18 | 80.00 | | | |
| | Totals for Department 24 | | | | - Checks: | 3 | 3897.14 | 69.18 | |
| | 25BUEAN-BUETTNER, ANDREW H | 11/25/16 | 90064918 | 323.68 | .00 | 14.00 | | | |
| | 25DELAN-DELANEY, ANTHONY THOMA | 11/25/16A | 90064919 | 393.79 | .00 | 26.50 | | | |
| | 25FERKA-FERGUSON, KAITLYN D | 11/25/16 | 90064920 | 1225.36 | .00 | 53.00 | | | |
| | 25LAWJA-LAWSON, JADE MARIE | 11/25/16 | 90064921 | 594.40 | .00 | 40.00 | | | |
| | 25MITCH-MITCHELL, CHRISTOPHER | 11/25/16 | 90064922 | 416.08 | .00 | 28.00 | | | |
| | 25ROBSH-ROBINSON, SHAWNA | 11/25/16 | 90064923 | 774.52 | .00 | 33.50 | | | |
| | 25WILKE-WILKE, KELLEY C | 11/25/16 | 90064924 | 687.75 | .00 | 35.00 | | | |
| | 25WORJO-WORTH, JOHN-MARK ISAAC | 11/25/16 | 90064925 | 371.50 | .00 | 25.00 | | | |
| | Totals for Department 25P | | | | - Checks: | 8 | 4787.08 | .00 | |
| | 30DEARO-DEADMOND, ROBERT D | 11/25/16 | 90064926 | 3400.80 | .00 | 80.00 | | | |
| | Totals for Department 30 | | | | - Checks: | 1 | 3400.80 | .00 | |
| | 30ANDJA-ANDERSON, JAMES | 11/25/16 | 90064927 | 676.77 | .00 | 17.00 | | | |
| | Totals for Department 30P | | | | - Checks: | 1 | 676.77 | .00 | |
| | 31ARNFR-ARNOLD, FRANK J | 11/25/16 | 90064928 | 4807.26 | 1552.30 | 121.25 | | | |
| | 31BADD-BADGETT, DAVID G | 11/25/16 | 90064929 | 3666.01 | 630.93 | 104.75 | | | |
| | 31BASPH-BASSETT, PHILIP DANIEL | 11/25/16 | 90064930 | 2681.28 | .00 | 96.00 | | | |
| | 31BENDA-BENNETT, DAVID A | 11/25/16 | 90064931 | 3854.97 | 493.29 | 101.00 | | | |

SYS DATE 112316
PROGRAM 'PBL'

CITY OF COLLINSVILLE
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| 11/23/16 | | | | | |
|---------------------------------|----------|----------------------------------|---------|---------|--------|
| EMPLOYEE | DATE | CHECK NO | GROSS | OT PAY | HOURS |
| 31BENJO-BENKER, JOSEPH | 11/25/16 | 90064932 | 3404.86 | 507.78 | 102.75 |
| 31BRIJE-BRICKEEN, JERRY T | 11/25/16 | 90064933 | 3517.13 | 231.05 | 100.50 |
| 31CANJO-CANULL, JOHN | 11/25/16 | 90064934 | 3177.98 | 192.66 | 120.00 |
| 31CASCH-CASTENS, CHRISTOPHER A | 11/25/16 | 90064935 90064936 | 3154.81 | 169.89 | 101.50 |
| 31CHISI-CHILDERSO, SIMON EDWA | 11/25/16 | 90064937 | 2474.80 | .00 | 92.00 |
| 31FRACH-FRAWLEY, CHRISTOPHER N | 11/25/16 | 90064938 | 3775.47 | 639.19 | 104.50 |
| 31GAFMI-GAFFORD, MICHAEL D | 11/25/16 | 90064939 | 4219.75 | 995.11 | 115.75 |
| 31GILMA-GILES, MATTHEW C | 11/25/16 | 90064940 | 3871.27 | 758.71 | 119.00 |
| 31GOSJE-GOSSETT, JEREMY C | 11/25/16 | 90064941 | 3517.80 | 360.36 | 99.00 |
| 31GULDA-GULLEDGE, DANIEL | 11/25/16 | 90064942 | 3562.82 | 642.74 | 105.50 |
| 31HAMBR-HAMILTON, BRIAN R | 11/25/16 | 90064943 90064944 | 3719.81 | 498.89 | 101.50 |
| 31HARMI-HARRIS, MICHAEL E | 11/25/16 | 90064945 | 3764.98 | 729.90 | 106.75 |
| 31KATDU-KATICH, DUSTIN J | 11/25/16 | 90064946 | 3667.31 | 326.79 | 98.00 |
| 31KLUNI-KLUCKER, NICHOLAS L | 11/25/16 | 90064947 | 3186.46 | 216.74 | 108.50 |
| 31LEEKA-LEE, KALEB R | 11/25/16 | 90064948 90064949 90064950 | 3189.46 | 475.26 | 102.75 |
| 31LITKU-LITTEKEN, KURT W | 11/25/16 | 90064951 | 3783.78 | 489.06 | 105.50 |
| 31LUTMI-LUTZ, MICHAEL STEVEN | 11/25/16 | 90064952 | 4301.82 | 1062.22 | 138.25 |
| 31MEADA-MEADOWS, DAVID C | 11/25/16 | 90064953 | 3368.12 | .00 | 92.00 |
| 31MIKMI-MIKOFF, MICHAEL L | 11/25/16 | 90064954 | 3072.30 | 97.02 | 94.00 |
| 31OSBDE-OSBORN, DEREK C | 11/25/16 | 90064955 | 3221.84 | 150.12 | 97.00 |
| 31PETTI-PETERS, TIMOTHY MICHAEL | 11/25/16 | 90064956 | 2612.50 | 82.50 | 94.00 |
| 31RAITI-RAINEY, TIMOTHY P | 11/25/16 | 90064957 90064958 | 3909.78 | 548.10 | 102.00 |

| 11/23/16 | EMPLOYEE | DATE | CHECK NO | GROSS | OT PAY | HOURS | | |
|----------|----------------------------|----------|--|---------|-----------|--------|-----------|----------|
| 31 | REEST-REED, STEVEN J | 11/25/16 | 90064959 | 3508.74 | 339.78 | 151.00 | | |
| 31 | SCHER-SCHRAGE, ERIC J | 11/25/16 | 90064960 90064961 | 3998.13 | 657.33 | 156.75 | | |
| 31 | SIEDA-SIENKIEWICZ, DAVID M | 11/25/16 | 90064962 90064963 | 3149.16 | .00 | 92.00 | | |
| 31 | THOJA-THOMPSON, JAMES M | 11/25/16 | 90064964 | 3108.90 | 95.22 | 166.00 | | |
| 31 | WARJA-WARNER, JASON | 11/25/16 | 90064965 90064966 90064967 | 3331.99 | 296.91 | 98.00 | | |
| | Totals for Department 31 | | | | - Checks: | 40 | 108581.29 | 13239.85 |
| 40 | TURTR-TURNER, TROY LEE | 11/25/16 | 90064968 90064969 | 3461.54 | .00 | 80.00 | | |
| | Totals for Department 40 | | | | - Checks: | 2 | 3461.54 | .00 |
| 41 | CLADA-CLARK, DANIEL P | 11/25/16 | 90064970 90064971 90064972 90064973 | 2680.00 | .00 | 80.00 | | |
| 41 | DELRO-DELANEY, ROBERT M | 11/25/16 | 90064974 90064975 | 2605.60 | .00 | 80.00 | | |
| 41 | FOHKH-FOHNE, KHRISTOPHER W | 11/25/16 | 90064976 | 1981.60 | .00 | 80.00 | | |
| 41 | GOERO-GOETTER, RONALD L | 11/25/16 | 90064977 | 2221.60 | .00 | 80.00 | | |
| 41 | JACRA-JACKSON, RANDY B | 11/25/16 | 90064978 90064979 | 2500.80 | .00 | 80.00 | | |
| 41 | KLEPA-KLEIN, PAUL J | 11/25/16 | 90064980 90064981 90064982 | 2452.80 | .00 | 80.00 | | |
| 41 | MEIMA-MEIER, MATTHEW S | 11/25/16 | 90064983 | 2500.02 | 23.22 | 80.50 | | |
| 41 | MOOAD-MOORE, ADAM J | 11/25/16 | 90064984 | 1981.60 | .00 | 80.00 | | |
| 41 | MOTCH-MOTIEJAITS, CHAD R | 11/25/16 | 90064985 | 2500.02 | 23.22 | 80.50 | | |
| 41 | MURDA-MURPHY, DANIEL J | 11/25/16 | 90064986 90064987 90064988 | 2797.25 | 120.56 | 165.00 | | |
| 41 | NIEVI-NIEMEIER, VINCENT L | 11/25/16 | 90064989 90064990 | 1981.60 | .00 | 80.00 | | |

SYS DATE 112316
PROGRAM 'PBL'

CITY OF COLLINSVILLE
P A Y R O L L B O A R D L I S T
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| 11/23/16 | EMPLOYEE | DATE | CHECK NO | GROSS | OT PAY | HOURS | | | |
|----------|--------------------------------|----------|----------------------------------|---------|-----------|--------|----------|--------|--|
| | 41PROMI-PROSSER, MICHAEL J | 11/25/16 | 90064991 90064992 | 2933.89 | 219.85 | 169.00 | | | |
| | 41SHETE-SHEPHARD, TERRY A | 11/25/16 | 90064993 | 2452.80 | .00 | 80.00 | | | |
| | 41STABA-STANTON, BARRY S | 11/25/16 | 90064994 | 2452.80 | .00 | 80.00 | | | |
| | 41WATRO-WATT, RONALD C | 11/25/16 | 90064995 | 2476.80 | .00 | 80.00 | | | |
| | Totals for Department 411 | | | | - Checks: | 26 | 36519.18 | 386.85 | |
| | 41AHLCA-AHLVERS, CAMERON B | 11/25/16 | 90064996 | 118.50 | .00 | 10.00 | | | |
| | 41BURTI-BURKE, TIMOTHY C | 11/25/16 | 90064997 90064998 | 343.65 | .00 | 29.00 | | | |
| | 41HUNSH-HUNTER, SHAWN MICHAEL | 11/25/16 | 90064999 | 687.30 | .00 | 58.00 | | | |
| | 41JABJO-JABLONSKI, JOHN M | 11/25/16 | 90065000 | 509.55 | .00 | 43.00 | | | |
| | 41RAPTH-RAPP, THOMAS ALEXANDER | 11/25/16 | 90065001 | 189.60 | .00 | 16.00 | | | |
| | Totals for Department 411P | | | | - Checks: | 6 | 1848.60 | .00 | |
| | 43GUSJA-GUSHLEFF, JANET E | 11/25/16 | 90065002 90065003 | 2059.20 | .00 | 81.00 | | | |
| | 43KREDE-KRESS, DENNIS | 11/25/16 | 90065004 90065005 90065006 | 3864.23 | .00 | 80.00 | | | |
| | Totals for Department 43 | | | | - Checks: | 5 | 5923.43 | .00 | |
| | 43CALWI-CALANDRO, WILLIAM M | 11/25/16 | 90065007 90065008 | 2452.80 | .00 | 80.00 | | | |
| | 43FRIRU-FRIEDERICH, RUSSELL M | 11/25/16 | 90065009 | 2476.80 | .00 | 80.00 | | | |
| | 43GRITO-GRIES, TODD A | 11/25/16 | 90065010 90065011 | 2476.80 | .00 | 80.00 | | | |
| | 43HENKE-HENDERSON, KEITH W | 11/25/16 | 90065012 | 1981.60 | .00 | 80.00 | | | |
| | 43JEFMI-JEFFRIES, MICHAEL J | 11/25/16 | 90065013 | 2705.60 | .00 | 160.00 | | | |
| | 43KILAD-KILLIAN, ADAM M | 11/25/16 | 90065014 | 2556.00 | .00 | 80.00 | | | |
| | 43LUTGR-LUTKER, GREGORY J | 11/25/16 | 90065015 | 2718.25 | 98.25 | 82.00 | | | |
| | 43PAYMA-PAYNE, MATTHEW JOHN | 11/25/16 | 90065016 | 2452.80 | .00 | 80.00 | | | |
| | 43TARDE-TARRANT, DENNIS A | 11/25/16 | 90065017 | 2476.80 | .00 | 80.00 | | | |

| EMPLOYEE | DATE | CHECK NO | GROSS | OT PAY | HOURS | | | |
|-------------------------------|----------|----------------------------------|---------|-----------|--------|----------|---------|--|
| Totals for Department 432 | | | | - Checks: | 11 | 22297.45 | 98.25 | |
| 43JULGE-JULIAN, GEORGE R | 11/25/16 | 90065018 | 4167.64 | 1274.04 | 107.00 | | | |
| 43KAVWI-KAVALIUNAS, WILLIAM M | 11/25/16 | 90065019 | 3339.92 | 116.97 | 166.00 | | | |
| 43LIEEM-LIENARD, EMIL S | 11/25/16 | 90065020 | 3223.51 | 424.31 | 91.00 | | | |
| 43MONDO-MONTGOMERY, DOUGLAS L | 11/25/16 | 90065021 | 3305.32 | 435.72 | 91.00 | | | |
| 43MOUST-MOULTON, STEPHEN | 11/25/16 | 90065022 | 3357.66 | 471.56 | 91.00 | | | |
| 43PICKI-PICKEL, TIMOTHY W | 11/25/16 | 90065023 | 3605.04 | 444.00 | 99.00 | | | |
| Totals for Department 433 | | | | - Checks: | 6 | 20999.09 | 3166.60 | |
| 44BANST-BANKS, STEPHEN D | 11/25/16 | 90065024 90065025 90065026 | 2625.87 | 117.23 | 82.50 | | | |
| 44CLACH-CLARK, CHRISTOPHER M | 11/25/16 | 90065027 90065028 90065029 | 2500.80 | .00 | 80.00 | | | |
| 44CLULA-CLUBB, LARRY E | 11/25/16 | 90065030 90065031 | 2528.72 | .00 | 80.00 | | | |
| 44HOPKI-HOPKINS, KIMBERLY V | 11/25/16 | 90065032 | 2524.80 | .00 | 80.00 | | | |
| 44KREDA-KRESS, DALE K | 11/25/16 | 90065033 | 2524.80 | .00 | 80.00 | | | |
| 44NAGER-NAGEL, ERIC M | 11/25/16 | 90065034 | 2730.40 | .00 | 160.00 | | | |
| 44SCHJO-SCHAEFFER, JOHN D | 11/25/16 | 90065035 90065036 | 2221.60 | .00 | 80.00 | | | |
| Totals for Department 442 | | | | - Checks: | 13 | 17656.99 | 117.23 | |
| 44CHAMI-CHAMBLISS, MICHAEL | 11/25/16 | 90065037 | 3209.50 | 589.50 | 92.00 | | | |
| 44CRODO-CROSSLEY, DOUGLAS E | 11/25/16 | 90065038 | 3008.99 | 53.51 | 162.00 | | | |
| 44DAVTR-DAVIS, TRACY A | 11/25/16 | 90065039 90065040 | 2716.80 | .00 | 80.00 | | | |
| 44HILRO-HILL, ROBERT E | 11/25/16 | 90065041 | 2984.60 | 384.60 | 89.00 | | | |
| 44HUFRO-HUFFMAN, ROBERT | 11/25/16 | 90065042 | 2842.80 | .00 | 89.00 | | | |
| 44MOTRO-MOTIEJAITS, RONALD A | 11/25/16 | 90065043 | 3037.12 | 391.92 | 89.00 | | | |
| 44WALJO-WALKER, JONATHAN A | 11/25/16 | 90065044 90065045 | 3076.04 | 441.99 | 90.00 | | | |

| EMPLOYEE | DATE | CHECK NO | GROSS | OT PAY | HOURS | | | |
|-------------------------------|----------|----------------------------------|---------|-----------|-------|----------|---------|--|
| Totals for Department 443 | | | | - Checks: | 9 | 20875.85 | 1861.52 | |
| 44WILJA-WILLIAMS, JACOB RYAN | 11/25/16 | 90065046 | 687.30 | .00 | 58.00 | | | |
| Totals for Department 443P | | | | - Checks: | 1 | 687.30 | .00 | |
| 50AMMTA-AMMANN, TAMARA K | 11/25/16 | 90065047 90065048 90065049 | 3609.23 | .00 | 80.00 | | | |
| 50CALAP-CALANDRO, APRIL J | 11/25/16 | 90065050 | 2069.60 | .00 | 81.00 | | | |
| 50DONNI-DONTIGNEY, NICHOLE M | 11/25/16 | 90065051 90065052 | 2068.80 | .00 | 81.00 | | | |
| 50GUINI-GUILE, NICOLE | 11/25/16 | 90065053 90065054 | 2069.60 | .00 | 81.00 | | | |
| 50KEPKA-KEPLAR, KATHLEEN M | 11/25/16 | 90065055 90065056 | 2178.40 | .00 | 81.00 | | | |
| 50LEEST-LEE, STACEY M | 11/25/16 | 90065057 | 2060.00 | .00 | 81.00 | | | |
| 50LOEAN-LOEH, ANDREA | 11/25/16 | 90065058 | 2069.60 | .00 | 81.00 | | | |
| 50SAUJA-SAUCIER, JAMIE J | 11/25/16 | 90065059 | 2059.98 | .00 | 81.00 | | | |
| Totals for Department 50 | | | | - Checks: | 13 | 18185.21 | .00 | |
| 64BOEAM-BOEVING, AMY N | 11/25/16 | 90065060 | 1290.24 | .00 | 64.00 | | | |
| 64BOODA-BOOKLESS, DAVID BRUCE | 11/25/16 | 90065061 | 3692.31 | .00 | 80.00 | | | |
| 64CARTR-CARLSON, TRACY | 11/25/16 | 90065062 90065063 | 2377.62 | 106.46 | 82.50 | | | |
| Totals for Department 64 | | | | - Checks: | 4 | 7360.17 | 106.46 | |
| 64CARCA-CARLISLE, CARRIE | 11/25/16 | 90065064 | 600.64 | .00 | 32.00 | | | |
| Totals for Department 64P | | | | - Checks: | 1 | 600.64 | .00 | |
| 66BOHRO-BOHNENSTIEHL, ROBERT | 11/25/16 | 90065065 | 2931.16 | .00 | 80.00 | | | |
| 66DAVDA-DAVIS, DANIEL J | 11/25/16 | 90065066 | 2490.00 | .00 | 80.00 | | | |
| Totals for Department 66 | | | | - Checks: | 2 | 5421.16 | .00 | |
| 66FORMI-FORSHEE, MICHAEL O | 11/25/16 | 90065067 | 208.38 | .00 | 6.00 | | | |
| 66KROGE-KRODER, GEORGE T | 11/25/16 | 90065068 | 618.40 | .00 | 40.00 | | | |
| Totals for Department 66P | | | | - Checks: | 2 | 826.78 | .00 | |
| 71WASTE-WASSER, TERRY J | 11/25/16 | 90065069 | 1190.78 | .00 | 80.00 | | | |
| Totals for Department 71 | | | | - Checks: | 1 | 1190.78 | .00 | |
| 71BURJO-BURCHETT, JOSEPH W | 11/25/16 | 90065070 | 241.80 | .00 | 20.00 | | | |
| 71BYEGA-BYERS, GAIL A | 11/25/16 | 90065071 90065072 | 108.81 | .00 | 9.00 | | | |

SYS DATE 112316
PROGRAM 'PBL'

CITY OF COLLINSVILLE
P A Y R O L L B O A R D L I S T
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| EMPLOYEE | DATE | CHECK NO | GROSS | OT PAY | HOURS |
|----------------------------|----------|----------|------------|-----------|----------|
| 71FISPA-FISCH, PATRICIA E | 11/25/16 | 90065073 | 423.15 | .00 | 35.00 |
| 71GORTE-GORDON, TERRY L | 11/25/16 | 90065074 | 338.52 | .00 | 28.00 |
| 71IMENO-IMES, NORRIS P | 11/25/16 | 90065075 | 362.70 | .00 | 30.00 |
| 71JACBE-JACOBBER, BETTY A | 11/25/16 | 90065076 | 48.36 | .00 | 4.00 |
| 71JARJO-JARVIS, JOHN M | 11/25/16 | 90065077 | 386.88 | .00 | 32.00 |
| 71KINKE-KINGSBURY, KEVIN W | 11/25/16 | 90065078 | 241.80 | .00 | 20.00 |
| 71STEDA-STELMACH, DAVID A | 11/25/16 | 90065079 | 205.53 | .00 | 17.00 |
| Totals for Department 71P | | | | - Checks: | 10 |
| | | | | | 2357.55 |
| | | | | | .00 |
| ** GRAND TOTAL | | | 258 CHECKS | 490064.92 | 39457.76 |

AGENDA ITEM REPORT

DATE OF MEETING:

December 12, 2016

ITEM:

Motion to Approve Minutes of the November 14, 2016
Regular Meeting

STRATEGIC PLAN GOAL:

*Goal #5 – Community Engagement and
Communication*

Goal #6 – Customer Focused Superior Services

RECOMMENDATION:

Approve the minutes as prepared.

ITEM SUBMITTED BY:

Kim Wasser, City Clerk

ATTACHMENTS:

Minutes



City of Collinsville

125 S. Center Street
Collinsville, IL 62234

Minutes - Draft

City Council

Councilman Nancy Moss

Councilman Jeff Kypta

Councilman Jeff Stehman

Councilman Cheryl Brombolich

Mayor John Miller

City Manager Mitch Bair

Corporate Counsel Steve Giacoletto

City Clerk Kim Wasser

Monday, November 14, 2016

7:00 PM

Council Chambers

A. CALL MEETING TO ORDER

Mayor Miller called the meeting to order at 7:00pm.

B. ROLL CALL

Also present: City Manager Mitch Bair, Corporate Council Steve Giacoletto and City Clerk Kim Wasser.

Present: 5 - Councilman Jeff Kypta, Councilman Jeff Stehman, Councilman Cheryl Brombolich, Councilman Nancy Moss, and Mayor John Miller

Absent: 0

C. INVOCATION

Delivered by Pastor Kyle Wright of Holy Cross Lutheran Church.

D. PLEDGE OF ALLEGIANCE

Recited.

E. PROCLAMATIONS/RECOGNITION/PRESENTATIONS

F. BUSINESS PRIOR TO PUBLIC INPUT

G. COUNCIL DISCUSSION

1. Gateway Center TIF Request for Capital Improvements

Attachments: [Gateway Center TIF Request Memo 2016.pdf](#)
 [Gateway Center Resolution Financial Support 2012.doc](#)
 [Gateway Center TIF App.pdf](#)

City Manager Bair introduced the discussion item as being an application for TIF funds from the Gateway Center in the form of a rebate for capital improvements. The application is similar to those previously approved. The request is for just over \$150,000 which would leave a balance of over \$19,000 that they had rebated back to the City. He referenced a 2012 proposed resolution that defined how the program would be administered. He indicated the application was presented after the work was already completed on the HVAC units. He advised that permits were issued for the work done. He further advised a long range strategic plan is underway for the Gateway Center in which TIF funds may be requested in the near future but this request and improvement is separated out from that proposal.

Cindy Warke, Executive Director of the Gateway Center, spoke of a proposal she presented to the Council back in 2012 regarding the Convention Center. She explained the current TIF application is for the replacement of several HVAC units. They secured 3 bids with the lowest being \$147,400. She further explained there was an error made on the bid documents in that a duplicate serial number was given causing an incorrect tonnage on the specification. They contacted the lowest bidder, C&K Heating and Cooling, regarding the price for the additional tonnage (from 5 to 8 1/2 ton unit) which represents the \$2,725 increase. The total TIF request is for \$150,125.

She indicated 36 of the 48 HVAC units at the Gateway Center have been replaced. The remaining units are newer as they are from the 2006 building expansion.

She explained, as agreed upon, the Gateway Center rebated back to the City a total of \$169,992.48 last year. If this application is approved, there will be a surplus of over \$19,000.

Mayor Miller stated it is imperative to maintain and keep the HVAC units operating properly. Ms. Warke explained the units they have been replacing are more than 25 years old.

City Manager Bair asked Ms. Warke to address what future capital projects they may request reimbursement for. She indicated many of the major mechanical replacements have been done and she does not anticipate future requests. She mentioned looking into other funding options for aesthetic issues since TIF is not available for such improvements.

City Manager Bair asked Ms. Warke to address why the bid was awarded in July but the TIF request for reimbursement was made after the fact. Ms. Warke explained they followed suit with how they historically have done. She explained they had to find a window of opportunity to complete the project without interfering with scheduled events. She indicated that it was explained to her back in 2012 during the presentation, that they could proceed with capital improvements but they would be taking a risk of the Council voting on the matter after the work was completed. Meaning, they (Gateway Center) is not assured of having full support but would have to go through the formality of submitting a TIF application for reimbursement. City Manager Bair confirmed they (Gateway Center)

were of the understanding to complete the capital improvement projects at their own risk and before Council approval to which Ms. Warke concurred. Ms. Warke also explained they have been contemplating presenting the strategic plan for the Convention Center as well as presenting the TIF application at the same time but could not hold off making the necessary HVAC improvements.

Councilman Moss concurred that the Convention Center is a viable asset to the City. She indicated that she thought the proper procedures for TIF applications were clear in that the request is to be made prior to the work being completed. She further indicated that a 10 year plan for the Convention Center was requested some time ago. She voiced several concerns. Ms. Warke explained that this is the same process for reimbursement that they have historically followed with no issues. She (Warke) indicated they never got advanced TIF approval for any of the past projects. City Manager Bair confirmed with Ms. Warke that she previously said and was aware that proceeding with the project without prior approval is at their (Gateway Center) own risk.

Councilman Stehman indicated he understands this situation is different than that of a private entity but also indicated it is important to keep consistent rules with regards to the TIF application process. He advised that clear policy needs to be recorded as to how to process the applications.

City Manager Bair agreed that policies and procedures need to be clear and followed by everyone applying for TIF funds. He further indicated this is a formal request and asked Council if they would like to move this request to an action item for the November 28th meeting or if further information is necessary and continue this as a discussion item.

Ms. Warke elaborated that previous Council and former City Manager Williams intent was to treat the Convention Center like others by making the application for funding of capital improvement projects come before Council on an annual basis but not necessarily prior approval. She was of the understand from that intent that they could not commit TIF funds for future Council so a protocol was established to make annual applications. Councilman Brombolich concurred with Ms. Warke and explained that the TIF rebate money that the Gateway Center pays back to the City could be used for capital improvement projects. At that time, the decision was to come before Council, explain the project, show that it went out for competitive bids, and prove that the work was completed and inspected. Councilman Brombolich indicated that at that time they were not required to come to Council for prior approval. She understands what Councilman Stehman is saying with respect to the recent TIF changes. She further indicated that this is different since it is rebate money from Gateway Center coming back to the City and in 2012 it was determined they could use the money for capital improvement projects.

Councilman Brombolich inquired as to what businesses were denied TIF funds for doing work after the fact. City Manager Bair indicated no one in the last year because they were notified of the procedure. She also inquired if the City has a standing agreement with Gateway Center regarding reimbursement for projects with rebate money. He indicated no agreement or memorandum of understanding was located.

Councilman Stehman advised he would like to reserve making his decision on the matter until

additional information could be located as to the Council's intent in 2012. Councilman Moss indicated she never thought the rebate program was in place so they could automatically have it back for improvements but would rather require them to apply for TIF funds before the improvements are made.

Mayor Miller indicated he was present during the 2012 meeting but does not recall the specific intent or understanding. However, he does recall past discussions regarding Gateway using TIF funds for the replacement of HVAC units but not necessarily how the application process would be handled. City Manager Bair agreed and advised nothing was found that outlined the application process for the Gateway Center. Finance Director Tamara Ammann advised she does not recall the Gateway Center being told they could not apply for TIF funds after the fact but every year a separate ordinance was done as a TIF grant.

Steve Giacoletto, Corporate Counsel, advised the idea was capital improvements could be done by reimbursing with rebate funds but no one said or indicated that it was okay to go ahead, complete the project, and then apply for TIF funds. He indicated he was in several of the meetings and staff did not advise such. However, he did indicate this is a unique situation and Council has approved funding for the previous HVAC systems. Councilman Brombolich advised that is not what she said. She indicated they were told they would have to apply each year instead of assuming they could use the rebate funds for capital projects and Mr. Giacoletto concurred.

Councilman Stehman asked to review the minutes of previous Council meeting when the proposed resolution was discussed. Councilman Kypta inquired if Counsel would have notes or additional information of what was previously discussed. Mr. Giacoletto advised he would search for information. City Manager Bair clarified to research the topic for additional information, present the facts to the Council and bring the item back to Council as an agenda item under New Business. He also indicated staff will work on outlining the TIF application process.

H. SPEAKERS FROM THE FLOOR

Robert Thiel advised he opposes the new water treatment plant location, Southwest Corridors TIF and Business District. He mentioned a FOIA request. He spoke of the new water treatment plant location being between a school and grocery store. He mentioned the Safe Roads Amendment. He also mentioned taxes not paid by the Convention Center.

Karen McReynolds spoke of the TIF application process. She mentioned a job site project.

Phil Astrauskas spoke of the Gateway Center's TIF application. He inquired of information regarding the Gateway Center. He mentioned the recent presidential election. He spoke of FOIA denials.

Rob Dorman spoke of a previous FOIA request.

Mary Drumm spoke of a binding opinion regarding a FOIA request.

I. COMMENTS & ANNOUNCEMENTS - MAYOR

Mayor Miller spoke of the Veteran's Day parade and ceremony.

J. COMMENTS & ANNOUNCEMENTS - COUNCIL MEMBERS

Councilman Stehman spoke of the Gateway Center and their board. He mentioned the Council's role in assisting the Gateway Center.

Councilman Moss spoke of viability concerns regarding the Gateway Center. She asked to have the Council agenda available earlier when a holiday falls within the same week. Councilman Kypta agreed that having the agenda available on Wednesday when a holiday falls on Friday would be beneficial.

Councilman Brombolich addressed the FOIA issues mentioned by the Speakers. She advised that the Council does not answer or review FOIA requests. It is the FOIA Officer(s) responsibility to respond to FOIA requests. She mentioned that the process needs to be reviewed to determine if changes are necessary.

K. COMMENTS & ANNOUNCEMENTS - CITY STAFF

City Manager Bair indicated the HVAC replacement project at the Convention Center started in 2013. The recent request concludes the project. He advised the previous TIF application requests were also received and awarded after the work was completed. He spoke of the FOIA process being within the statutory requirements. He asked Council for a target date to have future agendas available.

Councilman Brombolich advised she is okay with receiving the agenda on the Thursday preceding the meeting. Councilman Moss suggested having it available on Wednesday when a holiday falls within the same week. She further suggested having a page limit to keep the agenda packet to a minimum, having the packet available earlier if it contains 100+ pages and/or a large project. City Manager Bair advised larger scale projects will be presented in advance as a discussion item.

L. CONSENT AGENDA

1. Motion to Approve Payment of Bills for the Period Ending November 4, 2016
in the Amount of \$4,061,744.56

Attachments: [Agenda Item Report](#)
 [Board List 10-21-16](#)
 [Board List 10-28-16](#)
 [Board List 11-04-16](#)

2. Motion to Approve Payroll for the Period Ending October 21, 2016 &
October 31, 2016 in the Amount of \$629,652.19

Attachments: [Agenda Item Report](#)
 [Board List 10-21-16](#)
 [Board List - Sick Bonus 10-31-16](#)

3. Motion to Approve Minutes of the October 24, 2016 Strategic Session and Regular Meeting

Attachments: [Agenda Item Report](#)
 [102416StrategicSession.pdf](#)
 [102416RegMtg.pdf](#)

Mayor Miller asked if the Council wished to pull any items prior to a Motion. No items were pulled. A motion was made by Councilman Kypta, seconded by Councilman Brombolich, to approve the Consent Agenda. The motion carried by the following vote:

Aye: 5 - Kypta, Stehman, Brombolich, Moss, and Miller

Nay: 0

Absent: 0

Abstain: 0

M. NEW BUSINESS

1. Ordinance Authorizing the Mayor to Accept Proposal for Audit Services

Attachments: [Agenda Item Report](#)
 [Ordinance](#)
 [CJ Schlosser Audit Proposal](#)

Finance Director Tamara Ammann gave an overview of the audit services proposal. She indicated proposals were solicited from certified public accountants for independent audit services to the City for 5 years and 4 proposals were received. The lowest bid was CJ Schlosser & Company at \$115,100 over 5 years. Staff recommends CJ Schlosser as they have qualified staff, has served the City for many years as well as other neighboring communities, and was the lowest bid received. Their proposal is \$1,500 less for the 2016 audit than the prior year.

Councilman Moss voiced concerns of having the same audit firm for over 20 years. She said a new pair of eyes reviewing our records would be beneficial every few years. Councilman Stehman agreed with switching auditors every few years. City Manager Bair indicated the proposals were based on a 5 year term.

Director Ammann indicated she previously proposed a different auditor but Council recommended using CJ Schlosser because they were less expensive. A discussion was had regarding changing the term to 2 years. Director Ammann indicated the proposal was given on a yearly basis. She advised

she previously recommended going with a larger regional firm. She further advised that she would recommend going with another knowledgeable firm if cost was not a factor.

A motion was made by Councilman Stehman, seconded by Councilman Brombolich to table. The motion carried by the following vote:

Aye: 5 - Kypta, Stehman, Brombolich, Moss, and Miller

Nay: 0

Absent: 0

Abstain: 0

2. Resolution to Allow for the Appropriation of Funding for the Maintenance of Streets and Highways by Municipality Under the Illinois Highway Code (2017 MFT General Maintenance Program)

Attachments: [Agenda Item Report](#)
[Resolution](#)
[Estimate of Maintenance Costs](#)

Overview by Troy Turner, City Engineer, who advised the resolutions allows for the purchase of general maintenance materials through the Motor Fuel Tax Fund. Materials include salt for ice and snow control, concrete for street and sidewalks, road oil and chip for street resurfacing, and other necessary materials. This is an annual item required by IDOT in order to use funds.

Councilman Brombolich inquired of the labor cost listed under oil and chip. Mr. Turner advised the City is not contracting this work out but will be done by City employees. He indicated the labor hours must be recorded as well as equipment hours.

Councilman Stehman inquired if this item must be sealed by an engineer. Mr. Turner advised it does not but IDOT procedures are followed per their bid letting process with sealed bids accepted.

A motion was made by Councilman Kypta, seconded by Councilman Brombolich to approve. The motion carried by the following vote:

Aye: 5 - Kypta, Stehman, Brombolich, Moss, and Miller

Nay: 0

Absent: 0

Abstain: 0

3. Ordinance Authorizing an Amended Local Agency Funding Agreement with IDOT for the Clay Street Streetscape and Pavement Overlay Projects

Attachments: [Agenda Item Report](#)
 [Ordinance](#)
 [AMENDED AGREEMENT-CLAY ST 11.14.16](#)

City Engineer Turner advised this ordinance amends original funding agreement with IDOT to allow for funding to include the cost of construction engineering services for the Clay Street Streetscape and Overlay Projects. This would allow for federal funds to cover the cost of construction engineering along with a local match from Madison County.

Councilman Brombolich inquired as to why the City did not apply for construction engineering services previously. Mr. Turner advised the City was permitted to apply but it apparently was not formally done.

A motion was made by Councilman Brombolich, seconded by Councilman Stehman to approve. The motion carried by the following vote:

Aye: 5 - Kypta, Stehman, Brombolich, Moss, and Miller
Nay: 0
Absent: 0
Abstain: 0

4. Ordinance Approving Collective Bargaining Agreement with the International Union of Operating Engineers Local 148 (Water Plant)

Attachments: [Agenda Item Report](#)
 [Ordinance](#)
 [Proposed Local 148 Water Plant 2016-2017 Agt.pdf](#)
 [Local 148 Contract 2013-2016 Agt.pdf](#)

City Manager Bair advised this ordinance is the first of 4 collective bargaining agreements that will be presented tonight in an effort to ratify agreements for the year. He advised this agreement will expire December 31, 2016. This agreement includes a 2% wage increase which is the amount included in the approved budget. The Acting Director's Pay language was removed from the contract. Staff recommends approval.

A motion was made by Councilman Brombolich, seconded by Councilman Kypta to approve. The motion carried by the following vote:

Aye: 5 - Kypta, Stehman, Brombolich, Moss, and Miller
Nay: 0
Absent: 0
Abstain: 0

5. Ordinance Approving Collective Bargaining Agreement with the International Union of Operating Engineers Local 148B (City Hall)

Attachments: [Agenda Item Report](#)
 [Ordinance](#)
 [Proposed Local 148B City Hall Contract 2016.pdf](#)
 [Local 148B Contract 2013-2016.pdf](#)

City Manager Bair advised the Collective Bargaining Agreement with Local 148B represents City Hall employees in the Finance Department. This contract represents a 2% wage increase which was included in the approved budget. For the 2% increase, language regarding Acting Pay has been removed from the contract.

Councilman Brombolich inquired if all of the contracts include back pay to which he advised they are retroactive.

A motion was made by Councilman Stehman, seconded by Councilman Kypta to approve. The motion carried by the following vote:

Aye: 5 - Kypta, Stehman, Brombolich, Moss, and Miller
Nay: 0
Absent: 0
Abstain: 0

6. Ordinance Approving Collective Bargaining Agreement with the International Union of Operating Engineers Local 520C (Public Works)

Attachments: [Agenda Item Report](#)
 [Ordinance](#)
 [Proposed Local 520C Public Works Contract 2016 Agt.pdf](#)
 [Local 520C Contract 2013-2016 Agt.pdf](#)

City Manager Bair advised this ordinance includes a wage increase of 2% as well as several changes indicated:

- deleting positions of Water Meter Reader and Service Man and consolidating into one classification, Line Maintenance Worker,
- established work hours for employee assigned to service water meters (8:30am-5pm),
- no later than a 48 hour notice to change regular work schedule,
- established that call-outs for weekends, holidays, and non-normal work hours are to be performed by members of the bargaining unit, and
- language was clarified.

Councilman Brombolich inquired if the contract covers all the public works employees except the water plant operator and City Manager Bair confirmed.

A motion was made by Councilman Moss, seconded by Councilman Brombolich to approve. The motion carried by the following vote:

Aye: 5 - Kypta, Stehman, Brombolich, Moss, and Miller

Nay: 0

Absent: 0

Abstain: 0

7. Ordinance Approving Collective Bargaining Agreement with the International Association of Fire Fighters (AFL-CIO) Local 2625

Attachments: [Agenda Item Report](#)
[Ordinance](#)
[Proposed Local 2625 Fire Fighters Settlement Agt.docx](#)
[Local 2625 IAFF Contract 2013-2015 Agt.pdf](#)

City Manager Bair advised the proposed contract is a 2 year agreement scheduled to expire December 31, 2017. It includes language that specifying the next agreement will also be for a 2 year term, making for all the contracts to expire at the end of 2019. The agreement was arrived through mediated arbitration. Contract includes a 0% wage increase for 2016 with the exception of 2 retiring Firemen, who will receive a 2% increase, while the unit will receive 4% wage increase in 2017.

A motion was made by Councilman Stehman, seconded by Councilman Brombolich to approve. The motion carried by the following vote:

Aye: 5 - Kypta, Stehman, Brombolich, Moss, and Miller

Nay: 0

Absent: 0

Abstain: 0

N. OLD BUSINESS

O. CLOSED SESSION

P. ANNOUNCEMENTS

City Clerk Wasser gave the following announcements:

- City Hall will be closed November 24 and 25, 2016 for the Thanksgiving holiday,
- reminder that the November 28 and December 12, 2016 regular Council meeting will start at 7:00pm in the Council Chambers,
- special meeting is scheduled for Tuesday, November 29, 2016 at 6:00pm in the Council Chambers for the purpose of conducting a training session, and
- the second regular Council meeting in December is cancelled.

Q. ADJOURNMENT

A motion was made by Councilman Kypta, seconded by Councilman Moss to adjourn at 8:32pm. The motion carried by the following vote:

Aye: 5 - Kypa, Stehman, Brombolich, Moss, and Miller

Nay: 0

Absent: 0

Abstain: 0

ADDRESSING THE COUNCIL DURING SPEAKERS FROM THE FLOOR

Below are the rules for input during City Council meetings as set out in Ordinance No. 4765 entitled “Ordinance Governing Speakers From the Floor During Meetings of the City Council and the Commission, Boards, and Sub-Bodies of Collinsville, Illinois”. Speakers may address the Council during the time designated as Speakers From the Floor on the agenda.

RULE 1: Speakers shall be allowed only during “Speakers from the Floor,” or at any other time if requested by a member of the City Council.

RULE 2: Input must relate to a matter under the authority of the City of Collinsville.

RULE 3: Upon request by the meeting Chairman for speakers from the floor, a prospective speaker shall express the desire to speak, be recognized by the meeting Chairman, approach the designated podium, and state their name and general subject matter to which they will address the City Council.

RULE 4: After establishing their identity, prospective speakers shall immediately address only the City Council.

RULE 5: Each speaker is limited to four (4) minutes to address the City Council. No extensions will be granted and no time shall be compensated to the speaker resulting from interruptions by or discussion with the City Council, City Manager, or any other City officer or employee.

RULE 6: Speakers shall address only the City Council collectively or its members individually. Speakers shall speak to issues and shall refrain from personal attacks on City appointed officials and employees. Speakers may not address issues related to pending litigation in which the City or its subsidiary bodies, officers, agents, employees, boards or commissions is a party.

RULE 7: Speakers shall not be permitted to advertise, solicit, request, urge, summon, or cajole the City Council or the general public, except as otherwise provided for herein, with regard to any products, goods, services, information, gains, losses, advantages, consequences, or any other similar matter, notwithstanding that there may or may not be any pecuniary, monetary, financial or property gain, loss, or benefit to the speaker or any other person or entity.

RULE 8: Speakers shall act and speak with decorum and conform to conventional social manners in speech, writing, dress, and behavior. The audience shall refrain from conduct that disrupts the meeting in any way such as clapping, booing, loud talking or outbursts. A speaker may be immediately terminated at the meeting Chairman’s discretion.

RULE 9: Determination of breaches of this Ordinance shall be made by the meeting Chairman. The meeting Chairman customarily will warn the speaker or members of the audience of inappropriate behavior through one warning use of the gavel. Subsequent inappropriate behavior shall result in the immediate removal of the responsible parties at the discretion of the meeting Chairman.

AGENDA ITEM REPORT

DATE OF MEETING: December 12, 2016

ITEM: Resolution Approving 2017 City Council Meeting Schedule

STRATEGIC PLAN GOAL: *Goal #5 – Community Engagement & Communication*

BACKGROUND:

This resolution approves the 2017 schedule of City Council meetings which is required to be published by the Open Meetings Act. All regular scheduled Council meetings will start at 7:00pm on the second and fourth Monday of each month.

The second regular scheduled meeting in December (December 25, 2017) has been cancelled.

RECOMMENDATION:

Staff recommends approval of the Resolution Approving 2017 City Council Meeting Schedule.

ITEM SUBMITTED BY: Kim Wasser, City Clerk

ATTACHMENTS: Resolution
2017 City Council Meeting Schedule

RESOLUTION NO. ,

APPROVING 2017 CITY COUNCIL MEETING SCHEDULE

NOW, THEREFORE BE IT RESOLVED that pursuant to the Illinois Open Meetings Act, 5 ILCS 120/2, which requires public notice of an annual meeting schedule, the City Council approves the attached Schedule of Council Meetings 2017 and authorizes its publication.

This Resolution shall be effective upon approval.

PASSED by the Council and Approved by the Mayor on _____, 2016.

Ayes:

Nays:

Absent:

Approved: _____, 2016.

John Miller, Mayor

ATTEST:

Kimberly Wasser, City Clerk

SCHEDULE OF COUNCIL MEETINGS 2017

The Collinsville City Council will hold Regular Meetings on the second and fourth Mondays of each month beginning at 7:00 p.m. Special Meetings may be held as necessary and in compliance with the Open Meetings Act. Regularly scheduled Monday meetings that are anticipated to fall on a holiday will generally be rescheduled for that Tuesday. However, if necessary, the rescheduled meeting may be held on any designated day or canceled in its entirety. The public will be notified of these changes at the Council Meetings, on the City's website, via broadcast on the City's Public Access Channel (CCTV - Channel 993 or 108.11 for flat screen TVs on Charter and Channel 99 on AT&T), and posting outside City Hall, prior to the necessary rescheduling.

| | |
|----------------------|-------------------------------------|
| January 9 | Regular Meeting |
| January 23 | Regular Meeting |
| February 13 | Regular Meeting |
| February 27 | Regular Meeting |
| March 13 | Regular Meeting |
| March 27 | Regular Meeting |
| April 10 | Regular Meeting |
| April 24 | Regular Meeting |
| May 8 | Regular Meeting |
| May 22 | Regular Meeting |
| June 12 | Regular Meeting |
| June 26 | Regular Meeting |
| July 10 | Regular Meeting |
| July 24 | Regular Meeting |
| August 14 | Regular Meeting |
| August 28 | Regular Meeting |
| September 11 | Regular Meeting |
| September 25 | Regular Meeting |
| October 10 (Tuesday) | Regular Meeting |
| October 23 | Regular Meeting |
| November 13 | Regular Meeting |
| November 27 | Regular Meeting |
| December 11 | Regular Meeting |
| December 25 | Cancelled – no meeting will be held |

PLEASE NOTE: This schedule is subject to change. Notice of meetings, or any change to regularly scheduled meetings, will be posted at least 48 hours in advance of the meeting, in accordance with the Illinois Open Meetings Act.

Questions regarding Council Meetings may be directed to the City Clerk's Office at 346-5204.

CITY OF COLLINSVILLE, ILLINOIS

2017 SCHEDULE OF BOARD, COMMITTEE & COMMISSION MEETINGS

| NAME | MEETINGS HELD | LOCATION |
|--------------------------------------|---------------------------------------|-----------------|
| Board of Fire & Police Commissioners | 2 nd Thursday – 8:45 a.m. | City Hall |
| Civil Service Commission | 4 th Tuesday – 5:15 p.m. | City Hall |
| Community Appearance Board | 2 nd Wednesday – 6:00 p.m. | City Hall |
| Economic Development Commission | 2 nd Friday – 7:30 a.m. * | City Hall |
| Foreign Fire Insurance Board | Quarterly | Fire Station #1 |
| Historic Preservation Commission | 2 nd Thursday – 5:30 p.m. | City Hall |
| Planning Commission | 2 nd Thursday – 7:00 p.m. | City Hall |
| Uptown Development Commission | 3 rd Tuesday – 6:00 p.m. | City Hall |

Note: Special meetings may be held by any Board, Committee or Commission with 48 hours notice.

*EDC does not meet during the months of June, July or August

AGENDA ITEM REPORT

DATE OF MEETING: December 12, 2016

ITEM: Ordinance Accepting an Illinois Workers' Compensation Commission Settlement Contract Lump Sum Petition and Order

STRATEGIC PLAN GOAL: Goal #7 – Financial Stewardship and Sustainability

BACKGROUND:

This Ordinance authorizes a settlement payment of \$33,437.37 to Jason Warner, who was injured August 11, 2015 when moving a patient on a stretcher. All of Firefighter Warner's medical expenses and temporary disability benefits have been paid in accordance with the Illinois Workers' Compensation Act. Firefighter Warner has returned to work.

RECOMMENDATION:

The Director of Finance recommends approval of the Ordinance Accepting an Illinois Workers' Compensation Commission Settlement Contract Lump Sum Petition and Order.

ITEM SUBMITTED BY: Tamara Ammann, Director of Finance

ATTACHMENTS: Ordinance, Settlement Contract

ORDINANCE NO. _____

**ACCEPTING AN ILLINOIS WORKERS' COMPENSATION COMMISSION
SETTLEMENT CONTRACT LUMP SUM PETITION AND ORDER**

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF COLLINSVILLE, ILLINOIS that the Mayor is authorized to approve an Illinois Workers' Compensation Commission Settlement Contract Lump Sum Petition and Order. Said agreement is attached hereto and made a part hereof by reference.

PASSED by the City Council and Approved by the Mayor on _____, 2016.

Ayes:

Nays:

Absent:

Approved: _____, 2016.

John Miller, Mayor

ATTEST:

Kimberly Wasser, City Clerk

ILLINOIS WORKERS' COMPENSATION COMMISSION
SETTLEMENT CONTRACT LUMP SUM PETITION AND ORDER

ATTENTION. Please type or print. Answer all questions. File four copies of this form. Attach a recent medical report.

Workers' Compensation Act ☒ Occupational Diseases Act ☐ Fatal case? No ☒ Yes ☐ Date of death _____

Jason W. Warner
Employee/Petitioner

Case # 15 WC 028128

v.

City of Collinsville
Employer/Respondent

Setting Collinsville – Arbitrator Rowe-Sullivan

To resolve this dispute regarding the benefits due the petitioner under the Illinois Workers' Compensation or Occupational Diseases Act, we offer the following statements. We understand these statements are not binding if this contract is not approved.

Jason W. Warner

| | | |
|-----------------------------|---------------------------------|-------------------------------------|
| Employee's name | Street address | City, State, Zip code |
| <u>City of Collinsville</u> | <u>125 South Center Street,</u> | <u>Collinsville, Illinois 62234</u> |

| | | |
|---|--|---|
| Employer's name | Street address | City, State, Zip code |
| State Employee? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | Male <input checked="" type="checkbox"/> Female <input type="checkbox"/> | Married <input checked="" type="checkbox"/> Single <input type="checkbox"/> |
| # Dependents under age 18 <u> </u> | Birthdate <u> </u> | Average weekly wage \$ <u>1,515.36</u> |

Date of accident 8/11/2015

How did the accident occur? Petitioner was moving patient on a stretcher.

What part of the body was affected?

What is the nature of the injury?

The employer was notified of the accident orally ☒ in writing ☒ . Return-to-work date 9/8/15

Location of accident Collinsville Did the employee return to his or her regular job? Yes ☒ No ☐
If not, explain below and describe the type of work the employee is doing, the wage earned, and the current employer's name and address.

TEMPORARY TOTAL DISABILITY BENEFITS: Compensation was paid for 21-2/7 weeks at the rate of \$ 1,010.24 – TTD \$482.38 - TPD/week.

The employee was temporarily totally disabled from 8/11/15 through 1/8/16 .

MEDICAL EXPENSES: The employer has ☐ has not ☒ paid all medical bills. List unpaid bills in the space below.

Employer and insurer have paid, or will pay, any and all reasonable, necessary and related medical services provided by Dr. George Paletta. Employer and Insurer have paid all medical bills that they believe are reasonable, necessary and related to Petitioner's injury of 8/11/15 to the various medical providers at Multi-Care Specialists, Granite City, Illinois and will not be responsible for any alleged outstanding balances through that medical facility or any of its practitioners.

PREVIOUS AGREEMENTS: Before the petitioner signed an *Attorney Representation Agreement*, the respondent or its agent offered in writing to pay the petitioner \$ 0.00 as compensation for the permanent disability caused by this injury.

An arbitrator or commissioner of the Commission previously made an award on this case on N/A regarding

TTD \$ 0.00 Permanent disability \$ 0.00 Medical expenses \$ 0.00 Other \$ 0.00

TERMS OF SETTLEMENT: Attach a recent medical report signed by the physician who examined or treated the employee.

Respondent to pay and Petitioner to accept the sum of \$33,437.37 in full and final settlement of all issues arising out of the accidental injuries sustained on or about 8/11/15 and any aggravating incidents occurring thereafter in Petitioner's employment with the Respondent through November 8, 2016, with regard to Petitioner's [REDACTED] and is to be paid in a lump sum upon approval of this contract. Disputes exist between the parties as to the nature and extent of permanent disability, responsibility for certain medical expenses incurred through the date of the signing of this contract and the need for future medical treatment, if any. It is the purpose of this contract to effect a full and final settlement of all issues existing between the parties under the Illinois Workers' Compensation Act including, but not limited to, the right of either party to review or reopen this case under Sections 8(a) and 19(h). This contract does not, however, extinguish any rights that the Respondent may have under the Act in accordance with the provisions of Section 5 (820 ILCS 305/5).

Petitioner asserts that he is not currently a Medicare Beneficiary, has not applied for any Social Security Disability benefits or other benefits to which he might be entitled to Medicare or Medicaid benefits, that none of his medical bills in connection with care and treatment for this event were submitted to Medicare/Medicaid for payment and that he is not likely to become a Medicare/Medicaid recipient within the next 30 months. The Petitioner also asserts that he is not currently undergoing any care or treatment for the injuries he sustained on 8/11/15 and that no further treatment has been recommended to him by any physician. The parties acknowledge and agree that they have taken into account the future interests of Medicare/Medicaid in the resolution of this case and that they find that no provision need be made for the establishment of any Medicare Set Aside Trust Fund.

| | |
|------------------------------------|-------------------------------------|
| Total amount of settlement | \$ <u>33,437.37</u> |
| Deduction: Attorney's fees | \$ <u>6,185.91</u> |
| Deduction: Medical reports, X-rays | \$ <u>0.00</u> |
| Deduction: Other (explain) | \$ <u>186.33</u> (Hospital records) |
| Amount employee will receive | \$ <u>27,065.13</u> |

PETITIONER'S SIGNATURE. *Attention, petitioner. Do not sign this contract unless you understand all of the following statements.*

I have read this document, understand its terms, and sign this contract voluntarily. I believe it is in my best interests for the Commission to approve this contract. I understand that I can present this settlement contract to the Commission in person. I understand that by signing this contract, I am giving up the following rights:

1. My right to a trial before an arbitrator;
2. My right to appeal the arbitrator's decision to the Commission;
3. My right to any further medical treatment, at the employer's expense, for the results of this injury;
4. My right to any additional benefits if my condition worsens as a result of this injury.

[REDACTED]
Signature of petitioner

Jason W. Warner
Name of petitioner (please print)

618-539-0657
Telephone number

11/21/16
Date

PETITIONER'S ATTORNEY. I attest that any fee petitions on file with the IWCC have been resolved. Based on the information reasonably available to me, I recommend this settlement contract be approved.

[REDACTED]
Signature of attorney

11/23/16
Date

Craig Willman (728)
Attorney's name and IC code # (please print)

Law Offices of Thomas W. Duda

Firm name TIN #36-3312933

330 West Colfax Street

Street address

Palatine, Illinois 60067

City, State, Zip code

847-577-2470 christina@zipduda.com
Telephone number E-mail address

RESPONDENT'S ATTORNEY. I attest that any fee petitions on file with the IWCC have been resolved. The respondent agrees to this settlement and will pay the benefits to the petitioner or the petitioner's attorney, according to the terms of this contract, [REDACTED] of the approved contract.

[REDACTED]
Signature of attorney or agent

11/29/16
Date

Rodney W. Thompson (810)
Attorney's name and IC code # or agent (please print)

Becker, Hoerner, Thompson & Yursa, P.C.
Firm name

5111 West Main Street
Street address

Belleville, Illinois 62226
City, State, Zip code

(618) 235-0020
Telephone number

rwt@bhtylaw.com
E-mail address

Corporate Claims Management, Inc.

Name of respondent's insurance or service company (please print)

ORDER OF ARBITRATOR OR COMMISSIONER:

Having carefully reviewed the terms of this contract, in accordance with Section 9 of the Act, by my stamp I hereby approve this contract, order the respondent to promptly pay in a lump sum the total amount of settlement stated above, and dismiss this case.

AGENDA ITEM REPORT

DATE OF MEETING: December 12, 2016

ITEM: Ordinance Amending the Collinsville Municipal Code Chapter 4 Entitled Fees

STRATEGIC PLAN GOAL: Goal #7 - Financially Sustainable City

BACKGROUND:

This ordinance increases the ambulance rates to state averages. Ambulance fees were last amended in 2008 when they were tied to the Medicare Fee Schedule. Medicare rates have recently declined, putting the City of Collinsville's fees well below average:

| | <u>Current</u> | <u>Proposed</u> | <u>Increase</u> |
|----------------------------------|----------------|-----------------|-----------------|
| BLS (resident) | \$429.50 | \$719.95 | \$290.45 |
| BLS (non-resident) | \$481.04 | \$880.62 | \$399.58 |
| ALS1 (resident) | \$510.03 | \$898.54 | \$388.51 |
| ALS1 (non-resident) | \$571.24 | \$1,088.88 | \$517.64 |
| ALS2 (resident) | \$738.21 | \$1,044.26 | \$306.05 |
| ALS2 (non-resident) | \$826.79 | \$1,241.42 | \$414.63 |
| Mileage (resident) | \$10.13 | \$13.66 | \$3.53 |
| Mileage (non-resident) | \$10.13 | \$14.26 | \$4.13 |
| Refusal of transport, treatment | \$100.00 | \$200.00 | \$100.00 |
| Refusal of transport, assessment | \$100.00 | \$100.00 | \$0.00 |

This ordinance also increases the garbage collection fees by \$0.14 (to \$13.10 per month) for regular households and by \$0.10 (to \$9.96 per month) for senior households in 2017. The rate increase is based on a 1.05% increase in the consumer price index (CPI-U) at October 31st as required in the City's contract with Republic Services.

RECOMMENDATION:

The Finance Director recommends approval of the Ordinance Amending the Collinsville Municipal Code Chapter 4 Entitled Fees.

ITEM SUBMITTED BY: Tamara Ammann, Finance Director

ATTACHMENTS: Ordinance

ORDINANCE NO. _____

**AMENDING THE COLLINSVILLE MUNICIPAL CODE
CHAPTER 4 ENTITLED FEES**

BE IT ORDAINED BY THE CITY COUNCIL OF COLLINSVILLE, ILLINOIS, that the Collinsville Municipal Code, Chapter 4 Entitled Fees, is amended as follows:

Section 1: Paragraph entitled Ambulance Fees is hereby repealed and replaced in its entirety with the following:

Ambulance Fees

Base rate (BLS) shall be \$719.95 for City and Fire District residents.

Base rate (BLS) shall be \$880.62 for non-residents.

Advanced Life Support rate (ALS1) shall be \$898.54 for City and Fire District residents.

Advanced Life Support rate (ALS1) shall be \$1,088.88 for non-residents.

Advanced Life Support 2 rate (ALS2) shall be \$1,044.26 for City and Fire District residents.

Advanced Life Support 2 rate (ALS2) shall be \$1,241.42 for non-residents.

Mileage will be charged on each loaded BLS, ALS1 and ALS2 transport. The rate shall be \$13.66 per mile for City and Fire District residents. The rate shall be \$14.26 for non-residents.

Treatment only and refusal of transport shall be \$200.

Assessment only and refusal of transport shall be \$100.

Section 2: Paragraph entitled Garbage Collection Fees is hereby repealed and replaced in its entirety with the following:

Garbage Collection Fees

\$13.10 per month per household unit, payable bi-monthly with water/sewer bill (effective 1/1/17)

\$9.96 per month per household unit with up to two (2) persons over age 65, payable bi-monthly with water/sewer bill (effective 1/1/17)

Section 3: This ordinance shall be effective upon its passage and publication as provided by law.

PASSED by the City Council this ____ day of _____, 2016.

Ayes:

Nays:

Absent:

Approved: _____, 2016.

John Miller, Mayor

ATTEST:

Kimberly Wasser, City Clerk

AGENDA ITEM REPORT

DATE OF MEETING: December 12, 2016

ITEM: Ordinance Amending Section 3.16.080 (Senior Citizen and Low Income Resident Reimbursements) of Chapter 3.16 (Utility Tax) of Title 3 (Revenue and Finance) of the Collinsville Municipal Code with Regard to Rebates of Electric and Natural Gas Utility Taxes

STRATEGIC PLAN GOAL: Goal #3: *"Quality Infrastructure"*, Goal #6: *"Customer Focused Superior Services"*, and Goal #7: *"Financial Stewardship and Sustainability"*

BACKGROUND:

The Utility Tax Ordinance is being amended to clarify that rebates will be available to senior, disabled, and low income residents during the months of April and May each year. This change does not change the rate of 4% that went into effect on April 1, 2016, so this represents a full 12-month cycle rather than a partial calendar year. Additionally, rebate requests must be submitted electronically either online through the City's web based application system or in City Hall at the Finance Department front counter where an iPad will be available for use as well as a staff member available to assist in application submittal.

RECOMMENDATION:

The Director of Finance recommends approval of the Ordinance Amending Section 3.16.080 (Senior Citizen and Low Income Resident Reimbursements) of Chapter 3.16 (Utility Tax) of Title 3 (Revenue and Finance) of the Collinsville Municipal Code with Regard to Rebates of Electric and Natural Gas Utility Taxes.

ITEM SUBMITTED BY: Tamara Ammann, Director of Finance

ATTACHMENTS: Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 3.16.080 (SENIOR CITIZEN AND LOW INCOME RESIDENT REIMBURSEMENTS) OF CHAPTER 3.16 (UTILITY TAX) OF TITLE 3 (REVENUE AND FINANCE) OF THE COLLINSVILLE MUNICIPAL CODE WITH REGARD TO REBATES OF ELECTRIC AND NATURAL GAS UTILITY TAXES

WHEREAS, the City of Collinsville, Illinois (hereafter “the City”) presently imposes a tax on the delivery and use of electricity and natural gas to service addresses within its corporate limits, and;

WHEREAS, the City believes that the new tax rates increase could create a burden on senior citizens, disabled residents, and low income residents, and;

WHEREAS, it is desirable for the City to adopt a reimbursement program for those groups to help alleviate the increased tax burden, and;

WHEREAS, the City needs to modify the start date of the new taxes and rebate program, and the time period in which to claim a reimbursement, and;

WHEREAS, it is desirable for the City to mandate that filings for the rebate be conducted online only in order to streamline the rebate process and conserve City resources

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLLINSVILLE, ILLINOIS, AS FOLLOWS:

Section 1: Section 3.16.080 (Senior Citizen and Low Income Resident Reimbursements) of Chapter 3.16 (Utility Tax) of Title 3 (Revenue and Finance) of the Collinsville Municipal Code is hereby amended so as to read in its entirety as follows:

Sec. 3.16.080. Senior Citizen and Low Income Resident Reimbursements

A. Any resident of the City of Collinsville who directly pays utility bills subject to the Collinsville Municipal Utility Tax shall be eligible for relief of those utility tax amounts up to an annual flat rate of fifty-five dollars (\$55.00) combined for electric and gas taxes for the preceding 12 month period from April 1 provided that said resident:

- (i) Is sixty-five (65) years of age or older; or
- (ii) During the year for which reimbursement is requested, qualifies for benefits under the State of Illinois Senior Citizens and Disabled Persons Property Tax Relief and Pharmaceutical Assistance Act; or
- (iii) During the year for which reimbursement is requested, earns income at or below Section 8 Poverty Level Income Guidelines for the Madison County SMA, as established by the U.S. Department of Housing and Urban Development; and
- (iv) Is a homeowner or renter;

B. To obtain relief of annual utility taxes paid during the preceding 12 months, only a qualified resident shall:

- (i) Submit a completed request through the City's web based application between April 1 and May 31 following the preceding 12 month period of

April 1 through March 31, it is mandatory that all requests be made through the web based application; and

(ii) Provide a current property tax bill or current lease corresponding to the address for which the utility bills were paid by the resident and for which reimbursement is sought; and

(iii) Provide all utility tax bills from the preceding 12 month period for which the resident resided there; and

(iv) Provide a copy of a State or Federally issued identification to verify proof of age; or

(v) Provide an Illinois Person with a Disability Identification Card stating that the claimant is under a Class 2 disability; or

(vi) Provide a completed United States income tax return, IRS Notice 703 or an affidavit indicating that no income tax return was filed for the prior year.

C. The City shall reimburse a qualified applicant within thirty (30) days following receipt of a completed application provided that all of the requirements of this division have been satisfied.

Section 2: If any part of this Ordinance is found to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or effectiveness of the remaining provisions of this Ordinance or any part thereof and said Ordinance shall be read as if said invalid provision was struck therefrom and the context thereof changed accordingly with the remainder of the Ordinance to be and remain in full force and effect.

Section 3: The new tax rates and the rebate program in this Ordinance shall be effective retroactively to April 1, 2016, as provided by law.

Section 4. All ordinances, resolutions or orders, or parts thereof, which conflict with the provisions of this Ordinance, are, to the extent of such conflict, hereby repealed.

Section 5. This Ordinance shall be in full force and effect from and after its passage, approval, publication if necessary, as provided by law.

Passed by the City Council of the City of Collinsville, Illinois, on _____, 2016.

Ayes: _____

Nays: _____

Absent: _____

Approved: _____

APPROVED:

JOHN MILLER, MAYOR

ATTEST: _____
KIMBERLY WASSER, CITY CLERK

RECORDED: _____, 2016.

AGENDA ITEM REPORT

DATE OF MEETING: December 12, 2016

ITEM: Ordinance for the Tax Levy and Assessment of Taxes for 2016 for the City of Collinsville, Madison and St. Clair Counties, Illinois

STRATEGIC PLAN GOAL: Goal #7 – Financial Stewardship and Sustainability
BACKGROUND:

In order to fund the City's operating expenditures, the 2016 property tax levy will be \$2,483,000, which is the same amount as the 2008, 2009, 2010, 2011, 2012, 2013, 2014 and 2015 levies. The City's Equalized Assessed Value (EAV) is expected to remain stable, as is the property tax rate for 2016.

Collinsville's property tax rate compares favorably to surrounding communities. Sample municipal property tax rates for 2015 (collected during 2016) were as follows:

| | | | |
|--------------|--------|---------------------------------|---------------|
| Alton | 2.6893 | O'Fallon | 0.8694 |
| Belleville | 2.0484 | Glen Carbon | 0.8064 |
| Highland | 1.8614 | Troy | 0.7757 |
| Wood River | 1.4577 | Collinsville (St. Clair) | 0.7101 |
| Edwardsville | 1.3042 | Collinsville (Madison) | 0.6986 |
| Maryville | 0.9856 | Fairview Heights | 0.0000 |

Please note that the property tax allocation has changed from the prior year. The corporate (General Fund) portion has been increased by \$10,029, the fire pension portion has been increased by \$40,093, and the police pension portion has been decreased by \$50,122.

RECOMMENDATION:

The Director of Finance recommends approval of the Ordinance for the Tax Levy and Assessment of Taxes for 2016 for the City of Collinsville, Madison and St. Clair Counties, Illinois.

ITEM SUBMITTED BY: Tamara Ammann, Director of Finance

ATTACHMENTS: Ordinance

ORDINANCE NO. _____

**AN ORDINANCE FOR THE TAX LEVY AND ASSESSMENT
OF TAXES FOR 2016 FOR THE CITY OF COLLINSVILLE,
MADISON AND ST. CLAIR COUNTIES, ILLINOIS**

BE IT ORDAINED BY THE CITY COUNCIL OF COLLINSVILLE as follows:

SECTION 1. That the total amount of appropriations for all corporate purposes legally made to be collected from the tax levy for the current year 2016 is hereby ascertained to be the sum of \$2,483,000.

SECTION 2. The amount levied for each object purpose is as follows:

TAX LEVY SUMMARY

| TAX | STATUTORY REFERENCE | TAX LEVY |
|-----------------------|---------------------|-------------|
| Corporate | 65 ILCS 5/8-3-1 | \$782,138 |
| Firefighters' Pension | 40 ILCS 5/4-118 | \$675,057 |
| Police Pension | 40 ILCS 5/3-125 | \$1,025,805 |
| | | \$2,483,000 |

SECTION 3. That the sum of \$2,483,000 ascertained as above set out, be, and the same is hereby levied and assessed on all property subject to taxation within the City of Collinsville according to the value of said property as the same is assessed and equalized for State and County purposes for the current year.

SECTION 4. This levy ordinance is adopted pursuant to the procedures set forth in the Illinois Municipal Code.

SECTION 5. That there is hereby certified to the County Clerk of Madison County, Illinois, and the County Clerk of St. Clair County, Illinois, the several sums aforesaid, constituting the total amount of \$2,483,000, and which the City of Collinsville requires to be raised by taxation for the current tax year, and the City Clerk is ordered and directed to file with the County Clerk of Madison County, Illinois, and with the County Clerk of St. Clair County, Illinois, on or before the time required by law, a certified copy of this ordinance.

SECTION 6. This ordinance shall be effective upon its passage and recording in the City Clerk's Office.

PASSED by the Council and Approved by the Mayor on _____, 2016.

Ayes:

Nays:

Absent:

Approved: _____, 2016.

John Miller, Mayor

ATTEST:

Kimberly Wasser, City Clerk

AGENDA ITEM REPORT

DATE OF MEETING: December 12, 2016

ITEM: Resolution Providing for Tax Abatement for the General Obligation Bonds, Series 2007B, of the City of Collinsville, Madison and St. Clair Counties, Illinois

STRATEGIC PLAN GOAL: Goal #7 – Financial Stewardship and Sustainability

BACKGROUND:

The 2007B bonds were issued as general obligation debt in order to secure a low interest rate for the developer reimbursements related to the Fournie Lane area. The intention was to annually abate the property tax levy and use the Fournie Lane Business District Sales Tax to make principal and interest payments. If the City does not abate the property tax levy each year, the County Clerks are required by the bond ordinance to levy the amount specified in the ordinance.

RECOMMENDATION:

The Director of Finance recommends approval of the Resolution Providing for Tax Abatement for the General Obligation Bonds, Series 2007B, of the City of Collinsville, Madison and St. Clair Counties, Illinois.

ITEM SUBMITTED BY: Tamara Ammann, Director of Finance

ATTACHMENTS: Resolution

RESOLUTION NO. _____
A RESOLUTION PROVIDING FOR TAX ABATEMENT
FOR THE GENERAL OBLIGATION BONDS, SERIES 2007B,
OF THE CITY OF COLLINSVILLE,
MADISON AND ST. CLAIR COUNTIES, ILLINOIS

WHEREAS, the Council of the City of Collinsville, Madison and St. Clair Counties, Illinois, by proceedings adopted on the 22nd day of October, 2007, did provide for the issue of \$1,215,000 General Obligation Bonds, Series 2007B, and the levy of a direct annual tax sufficient to pay principal and interest on the Bonds; and

WHEREAS, the City of Collinsville will have Pledged Revenues (as defined in the Proceeding) available for the purpose of paying the debt service due on the Bonds during the next succeeding bond year; and

WHEREAS, it is necessary and in the best interests of the City of Collinsville that the tax heretofore levied for the year 2016 to pay such debt service on the Bonds be abated;

NOW, THEREFORE, Be It and It is Hereby Resolved by the Council of the City of Collinsville, Madison and St. Clair Counties, Illinois, as follows:

Section 1. Abatement of Tax. The tax heretofore levied for the year 2016 in the Proceeding is hereby abated in its entirety.

Section 2. Filing of Proceeding. Forthwith upon the adoption of this proceeding, the Clerk of the City of Collinsville shall file a certified copy hereof with the County Clerk of Madison County, Illinois, and the Clerk of St. Clair County, Illinois, and it shall be the duty of said County Clerks to abate said tax levied for the year 2016 in accordance with the provisions hereof.

Section 3. Effective Date. This proceeding shall be in full force and effect forthwith upon its adoption.

Adopted _____, 2016.

John Miller, Mayor

ATTEST:

Kimberly Wasser, City Clerk

Recorded: _____, 2016.

AGENDA ITEM REPORT

DATE OF MEETING: December 12, 2016

ITEM: Resolution Providing for Tax Abatement for the Taxable General Obligation Bonds, Series 2009, of the City of Collinsville, Madison and St. Clair Counties, Illinois

STRATEGIC PLAN GOAL: Goal #7 – Financial Stewardship and Sustainability

BACKGROUND:

The 2009 bonds were issued as general obligation debt in order to secure a low interest rate for the reimbursement of eligible project costs to Lodging Hospitality Management, Inc. in the redevelopment of the Doubletree Hotel located at 1000 Eastport Plaza Drive. The intention was to annually abate the property tax levy and use resources of the TIF District 1 Fund to make principal and interest payments. Those resources include sales tax, property tax and hotel/motel tax generated by the hotel. If the City does not abate the property tax levy each year, the County Clerks are required by the bond ordinance to levy the amount specified in the ordinance.

RECOMMENDATION:

The Director of Finance recommends approval of the Resolution Providing for Tax Abatement for the Taxable General Obligation Bonds, Series 2009, of the City of Collinsville, Madison and St. Clair Counties, Illinois.

ITEM SUBMITTED BY: Tamara Ammann, Director of Finance

ATTACHMENTS: Resolution

RESOLUTION NO. _____
A RESOLUTION PROVIDING FOR TAX ABATEMENT
FOR THE TAXABLE GENERAL OBLIGATION BONDS, SERIES 2009,
OF THE CITY OF COLLINSVILLE,
MADISON AND ST. CLAIR COUNTIES, ILLINOIS

WHEREAS, the Council of the City of Collinsville, Madison and St. Clair Counties, Illinois, by proceedings adopted on the 27th day of January, 2009, did provide for the issue of \$2,700,000 General Obligation Bonds, Series 2009, and the levy of a direct annual tax sufficient to pay principal and interest on the Bonds; and

WHEREAS, the City of Collinsville will have Pledged Revenues (as defined in the Proceeding) available for the purpose of paying the debt service due on the Bonds during the next succeeding bond year; and

WHEREAS, it is necessary and in the best interests of the City of Collinsville that the tax heretofore levied for the year 2016 to pay such debt service on the Bonds be abated;

NOW, THEREFORE, Be It and It is Hereby Resolved by the Council of the City of Collinsville, Madison and St. Clair Counties, Illinois, as follows:

Section 1. Abatement of Tax. The tax heretofore levied for the year 2016 in the Proceeding is hereby abated in its entirety.

Section 2. Filing of Proceeding. Forthwith upon the adoption of this proceeding, the Clerk of the City of Collinsville shall file a certified copy hereof with the County Clerk of Madison County, Illinois, and the Clerk of St. Clair County, Illinois, and it shall be the duty of said County Clerks to abate said tax levied for the year 2016 in accordance with the provisions hereof.

Section 3. Effective Date. This proceeding shall be in full force and effect forthwith upon its adoption.

Adopted _____, 2016.

John Miller, Mayor

ATTEST:

Kimberly Wasser, City Clerk

Recorded: _____, 2016.

AGENDA ITEM REPORT

DATE OF MEETING: December 12, 2016

ITEM: Resolution Providing for Tax Abatement for the General Obligation Refunding Bonds, Series 2012, of the City of Collinsville, Madison and St. Clair Counties, Illinois

STRATEGIC PLAN GOAL: Goal #7 – Financial Stewardship and Sustainability

BACKGROUND:

The 2012 bonds were originally issued in 2006 to fund the sewer plant expansion and related projects. The bonds were partially refinanced in 2012 to take advantage of a lower interest rate. The intention was to annually abate the property tax levy and use the increased sewer usage fee and tap-on fee revenue of the Water/Waste Water Fund to make principal and interest payments. If the City does not abate the property tax levy each year, the County Clerks are required by the bond ordinance to levy the amount specified in the ordinance.

RECOMMENDATION:

The Director of Finance recommends approval of the Resolution Providing for Tax Abatement for the General Obligation Refunding Bonds, Series 2012, of the City of Collinsville, Madison and St. Clair Counties, Illinois.

ITEM SUBMITTED BY: Tamara Ammann, Director of Finance

ATTACHMENTS: Resolution

RESOLUTION NO. _____
A RESOLUTION PROVIDING FOR TAX ABATEMENT
FOR THE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2012,
OF THE CITY OF COLLINSVILLE,
MADISON AND ST. CLAIR COUNTIES, ILLINOIS

WHEREAS, the Council of the City of Collinsville, Madison and St. Clair Counties, Illinois, by proceedings adopted on the 29th day of May, 2012, did provide for the issue of \$9,625,000 General Obligation Refunding Bonds, Series 2012, and the levy of a direct annual tax sufficient to pay principal and interest on the Bonds; and

WHEREAS, the City of Collinsville will have Pledged Revenues (as defined in the Proceeding) available for the purpose of paying the debt service due on the Bonds during the next succeeding bond year; and

WHEREAS, it is necessary and in the best interests of the City of Collinsville that the tax heretofore levied for the year 2016 to pay such debt service on the Bonds be abated;

NOW, THEREFORE, Be It and It is Hereby Resolved by the Council of the City of Collinsville, Madison and St. Clair Counties, Illinois, as follows:

Section 1. Abatement of Tax. The tax heretofore levied for the year 2016 in the Proceeding is hereby abated in its entirety.

Section 2. Filing of Proceeding. Forthwith upon the adoption of this proceeding, the Clerk of the City of Collinsville shall file a certified copy hereof with the County Clerk of Madison County, Illinois, and the Clerk of St. Clair County, Illinois, and it shall be the duty of said County Clerks to abate said tax levied for the year 2016 in accordance with the provisions hereof.

Section 3. Effective Date. This proceeding shall be in full force and effect forthwith upon its adoption.

Adopted _____, 2016.

John Miller, Mayor

ATTEST:

Kimberly Wasser, City Clerk

Recorded: _____, 2016.

AGENDA ITEM REPORT

DATE OF MEETING: December 12, 2016

ITEM: Resolution Providing for Tax Abatement for the General Obligation Refunding Bonds, Series 2013A, of the City of Collinsville, Madison and St. Clair Counties, Illinois

STRATEGIC PLAN GOAL: Goal #7: *"Financial Stewardship and Sustainability"*

BACKGROUND:

The resolution provides for property tax abatement associated with the 2013A bonds that were originally issued in 2006 to fund the sewer plant expansion and related projects. The bonds were partially refinanced in 2013 to take advantage of a lower interest rate. The intention was to annually abate the property tax levy and use the increased sewer usage fee and tap-on fee revenue of the Water/Waste Water Fund to make principal and interest payments. If the City does not abate the property tax levy each year, the County Clerks are required by the bond ordinance to levy the amount specified in the ordinance.

RECOMMENDATION:

The Director of Finance recommends approval of the Resolution Providing for Tax Abatement for the General Obligation Refunding Bonds, Series 2013A, of the City of Collinsville, Madison and St. Clair Counties, Illinois.

ITEM SUBMITTED BY: Tamara Ammann, Director of Finance

ATTACHMENTS: Resolution

RESOLUTION NO. _____
A RESOLUTION PROVIDING FOR TAX ABATEMENT
FOR THE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2013A,
OF THE CITY OF COLLINSVILLE,
MADISON AND ST. CLAIR COUNTIES, ILLINOIS

WHEREAS, the Council of the City of Collinsville, Madison and St. Clair Counties, Illinois, by proceedings adopted on the 4th day of June, 2013, did provide for the issue of \$5,480,000 General Obligation Refunding Bonds, Series 2013, and the levy of a direct annual tax sufficient to pay principal and interest on the Bonds; and

WHEREAS, the City of Collinsville will have Pledged Revenues (as defined in the Proceeding) available for the purpose of paying the debt service due on the Bonds during the next succeeding bond year; and

WHEREAS, it is necessary and in the best interests of the City of Collinsville that the tax heretofore levied for the year 2016 to pay such debt service on the Bonds be abated;

NOW, THEREFORE, Be It and It is Hereby Resolved by the Council of the City of Collinsville, Madison and St. Clair Counties, Illinois, as follows:

Section 1. Abatement of Tax. The tax heretofore levied for the year 2016 in the Proceeding is hereby abated in its entirety.

Section 2. Filing of Proceeding. Forthwith upon the adoption of this proceeding, the Clerk of the City of Collinsville shall file a certified copy hereof with the County Clerk of Madison County, Illinois, and the Clerk of St. Clair County, Illinois, and it shall be the duty of said County Clerks to abate said tax levied for the year 2016 in accordance with the provisions hereof.

Section 3. Effective Date. This proceeding shall be in full force and effect forthwith upon its adoption.

Adopted _____, 2016.

John Miller, Mayor

ATTEST:

Kimberly Wasser, City Clerk

Recorded: _____, 2016.

AGENDA ITEM REPORT

DATE OF MEETING: December 12, 2016

ITEM: Resolution Providing for Tax Abatement for the General Obligation Refunding Bonds, Series 2014, of the City of Collinsville, Madison and St. Clair Counties, Illinois

STRATEGIC PLAN GOAL: Goal #7: *“Financial Stewardship and Sustainability”*

BACKGROUND:

The request is to abate the property taxes associated with the bonds issued related to the Collinsville Crossings development. The property taxes are being abated as the intent of the development is to have the business district funds generated from the Collinsville Crossings development pay the associated bond principal and interest payments. These bonds were originally issued in 2007 to fund developer reimbursements related to the Collinsville Crossings development. These bonds were partially refinanced in 2014 to take advantage of lower interest rates with the intent to annually abate the property tax levy and use the Collinsville Crossings Business District Sales Tax revenues to make the associated principal and interest payments. Should the City choose not to abate the property tax levy each year, the County Clerks are required by the bond ordinance to levy the amount specified in the ordinance via property tax.

RECOMMENDATION:

The Director of Finance recommends approval of the Resolution Providing for Tax Abatement for the General Obligation Refunding Bonds, Series 2014, of the City of Collinsville, Madison and St. Clair Counties, Illinois.

ITEM SUBMITTED BY: Tamara Ammann, Director of Finance

ATTACHMENTS: Resolution

RESOLUTION NO. _____
A RESOLUTION PROVIDING FOR TAX ABATEMENT
FOR THE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2014,
OF THE CITY OF COLLINSVILLE,
MADISON AND ST. CLAIR COUNTIES, ILLINOIS

WHEREAS, the Council of the City of Collinsville, Madison and St. Clair Counties, Illinois, by proceedings adopted on the 28th day of April, 2014, did provide for the issue of \$6,260,000 General Obligation Refunding Bonds, Series 2014, and the levy of a direct annual tax sufficient to pay principal and interest on the Bonds; and

WHEREAS, the City of Collinsville will have Pledged Revenues (as defined in the Proceeding) available for the purpose of paying the debt service due on the Bonds during the next succeeding bond year; and

WHEREAS, it is necessary and in the best interests of the City of Collinsville that the tax heretofore levied for the year 2016 to pay such debt service on the Bonds be abated;

NOW, THEREFORE, Be It and It is Hereby Resolved by the Council of the City of Collinsville, Madison and St. Clair Counties, Illinois, as follows:

Section 1. Abatement of Tax. The tax heretofore levied for the year 2016 in the Proceeding is hereby abated in its entirety.

Section 2. Filing of Proceeding. Forthwith upon the adoption of this proceeding, the Clerk of the City of Collinsville shall file a certified copy hereof with the County Clerk of Madison County, Illinois, and the Clerk of St. Clair County, Illinois, and it shall be the duty of said County Clerks to abate said tax levied for the year 2016 in accordance with the provisions hereof.

Section 3. Effective Date. This proceeding shall be in full force and effect forthwith upon its adoption.

Adopted _____, 2016.

John Miller, Mayor

ATTEST:

Kimberly Wasser, City Clerk

Recorded: _____, 2016.

AGENDA ITEM REPORT

DATE OF MEETING: December 14, 2016

ITEM: Motion to Award Bids for 2017 Water and Wastewater Chemicals

STRATEGIC PLAN GOAL: Goal #3 – Top Quality Infrastructure and Facilities

BACKGROUND:

Bids were opened on Monday, November 21, 2016, for the annual purchase of chemicals to be used at the Water and Wastewater Treatment Plants. Bids were received as follows:

Lime Delivery

Beelman Logistics - \$20.19/Ton*
(*w/several qualifiers)

Pebble Lime

Lhoist North America - \$190.00/Ton
Mississippi Lime - \$210.00/Ton
Carmeuse - \$166.43/Ton**
(** FOB, Butler KY; add \$76.41/Ton For Delivery)

Powdered Lime (Wastewater)

Mississippi Lime Company - \$185.00/Ton
Carmeuse - \$196.14/Ton
Lhoist North American No Bid

Liquid Alum

Chemtrade - \$0.9153/gal.
USALCO - \$1.396/gal.
Univar- \$1.259/gal

Fluoride

Brenntag Mid-South - \$0.615/lb.
Univar USA - \$0.96/lb.
Water Solutions - No Bid
ton
.

Carbon Dioxide

Airgas- \$113.50/Ton
Cryogas - \$150.00/Ton
Poet- \$175.00/

RECOMMENDATION:

It is Staff's recommendation to award the bid to the lowest bidder in each category as indicated in bold text above.

ITEM SUBMITTED BY: Dennis Kress, Public Works Director Director

ATTACHMENTS: None

AGENDA ITEM REPORT NO. _____

AGENDA ITEM REPORT

DATE OF MEETING:

December 12, 2016

ITEM:

Ordinance Authorizing the Reimbursement of TIF Funds to the Gateway Exposition Center for completed Capital Improvements to Facilities (HVAC Replacement).

STRATEGIC PLAN GOAL:

Goal #4: "Strong & Diverse Economy", and Goal #7: "Financial Stewardship & Sustainability"

BACKGROUND:

Gateway Center is requesting the City reimburse funds rebated to the City in the amount of \$150,125 for capital improvements. The specific improvements completed include work that completes the replacement of the HVAC units for the building that comprised the reason for the City supporting the reimbursement of the funds to the Gateway Center in 2012. Gateway Center rebated back a total of \$169,992.48 to the City in 2016 and the granting of this request for reimbursement would leave a balance of funds in the amount of \$19,992.48.

This item was discussed at the November 14, 2016 City Council meeting where questions arose regarding the process of granting these reimbursement requests. The Council asked staff to research this issue and bring the findings back along with the request for final determination of granting the request. The research into this issue reflected that these awards were historically handled as reimbursements based on requests made after the work was complete. Upon examining minutes from past meetings it is noted that granting of the request is at the discretion of the Council but that generally the award would be for work completed related to capital improvements (see attached past meeting minutes). In fact the replacement of the HVAC system was the specific project referenced when researching the issue. Given these facts staff is recommending the request for reimbursement be granted by the City Council. However, it shall be formally noted in the record that any future awards shall be requested prior to the work commencing. Failure to observe this requirement in the future will result in a negative recommendation from staff regarding these requests.

RECOMMENDATION:

Should the City Council be of the opinion that the request for TIF funds for HVAC replacement for the Gateway Center is consistent with past awards to the Gateway Center then the City Manager recommends approval of the ordinance authorizing \$150,125 in TIF funds to Gateway Center.

ITEM SUBMITTED BY:

Mitchell E. Bair, AICP, City Manager

ATTACHMENTS:

November 14, 2016 Memo
TIF Request Application
Past Meeting Minutes
Ordinance

Collinsville City Council
Special Meeting/Strategic Session of 8/24/15

CALL MEETING TO ORDER

Mayor Miller called the special meeting/strategic session to order at Collinsville City Hall at 6:00 p.m.

ROLL CALL

Council members present were: Jeff Kypta, Nancy Moss, Jeff Stehman, Cheryl Brombolich, Mayor John Miller, Acting City Manager Mitch Bair, and City Clerk Kim Wasser. Also present were Department Heads: Mark Emert, Tamara Ammann, Dennis Kress, Rod Cheatham, Erika Kennett, and Leah Joyce.

SPEAKERS FROM THE FLOOR

Mayor Miller referred to Ordinance 4765.

No speakers participated.

CITY COUNCIL

1. **Telecommunications Tower Study for Eastport Business Park**

Acting City Manager Mitch Bair addressed the Council in regards to the need of a telecommunications tower within the Eastport Business Park area. He indicated there is a lack of service within this area due to the distance of the nearest towers and low capacity. He stated the Gateway Center is mostly being affected as their vendors are having difficulty utilizing their cellular devices for credit card purchases. He further stated the gap in cellular service presents a negative impact to the business development in this area and needs to be addressed to create an environment that is attractive to economic development.

Hurst-Rosche, Inc. conducted a study regarding the need of a telecommunications towers and identified the best location should one be constructed. Acting City Manager Bair discussed Hurst-Rosche's cellular coverage study. They identified 5 towers in the area but all were out of range and created a large gap in coverage that including Collinsville Crossing, Eastport, Gateway Center and potential future development areas.

Councilman Moss inquired of the ownership of the existing cell towers to which Acting City Manager Bair advised they are privately owned by telecommunication companies. She also inquired if any telecommunication company is interested in building a cell tower in this area. Acting City Manager Bair indicated he is not aware of any private interest but the potential revenue would benefit the City, if the tower is City owned.

Acting City Manager Bair explained the study identified 3 publicly owned properties that may be suitable for a tower location – Gateway Center, Animal Shelter and right of way area on Eastport Plaza Drive. All 3 sites were evaluated, based on accessibility, site size, development cost, coverage and aesthetics, to determine the best location for a telecommunication tower. Huste-Rosche, Inc. recommended the Gateway Center as the most beneficial location as it provides the most coverage; although, it is the second highest cost site.

Economic Development Director Erika Kennett advised that, along with Gateway Center, Lindenwood University, Eastport Plaza area, LaQuinta and Doubletree would benefit from this telecommunication tower as they all are in this “dead zone.”

Acting City Manager Bair discussed the potential lease rates that a tower in this area would command. He estimated a \$2,000-\$4,000 per month user fee. The proposed tower could house up to 4 users with a 20 year contract per user on a 5 year renewal basis. He elaborated on the projected revenue.

Acting City Manager Bair indicated the costs associated with developing the site is TIF eligible as it is within the TIF District or Madison County also is offering a low interest infrastructure loan for such expenditures. Director Kennett advised the Madison County loan rate is 3% with a 7 year term for economic development projects.

Acting City Manager Bair spoke of O’Fallon, IL who just liquidated one of their cell towers. Councilman Stehman advised the advantage of this process was the substantial amount of money up front in an ever changing environment but the disadvantage is not having the continuous revenue.

Councilman Brombolich inquired about installing fiber in the area. Acting City Manager Bair confirmed that needs to be done also and this telecommunication tower does not replace fiber optics.

Consensus of the Council was to allow staff to move forward with researching the development of a telecommunication tower in the Eastport Business District area.

2. Strategic Plan Update and Discussion

Acting City Manager Bair updated the Council on the Strategic Plan. The Strategic Plan also establishes other policies, such as the Comprehensive Plan, Capital Improvement Plan, Fiscal Budget, and Service and Operations Strategy. All of these make up the Business Plan for the City. Together, these documents provide guidance and direction to the City Council, employees, and public when considering programs, projects and legislation that may impact and shape the future of the City of Collinsville.

Acting City Manager Bair discussed the Strategic Plan for 2012-2013, Draft Strategic Plan for 2015-2020, evaluation letter from Julie Stone of East-West Gateway Council of Governments and his memo regarding comments and edits of the Draft Strategic Plan from Community Development. He summarized his memo related to the Draft Strategic Plan. He indicating it

should include goals and objectives along with general strategies and performance measures as guidelines on how to achieve such. The goals and objectives related to Customer Service should be added back into the Plan. Objectives for Goal #1 needs to be clarified as well as implementing codes, planning tools and an effective inspection process. Employee engagement is mentioned but lacks objectives that reinforces the organization's commitment.

He informed Council that the Strategic Plan is the guiding policy for the City which is under the purview of the City Council. Feedback and guidance from Council is needed. He suggested reaching out to a consultant for assistance in establishing a well balanced Strategic Plan.

Councilman Stehman agreed with the need of a consultant for feedback, guidance and staff assistance when implementing the Plan.

Councilman Moss indicated she would not want to spend a lot of time or money to just tweak the Plan, especially since we are in a time crunch. She also inquired if a comparison had been done with other cities. Councilman Stehman advised that a Strategic Plan is conducive with the specific needs of the City making it difficult to compare with others. Councilman Brombolich suggest making it a 2 year plan that is in line with the budget but a 5 year plan may require additional time and a consultant to oversee the process.

Councilman Brombolich highlighted the fact that Department Heads and Staff is being consulted in the process as Council needs their input. She also agreed that performance measures needs to be incorporated as part of the Plan. Discussions were had regarding the performance measures and comparing the results to national standards.

Acting City Manager Bair inquired from Council direction as to whether they prefer a 2 year plan versus a 5 year plan. He indicated he believes a 2 year plan that mirrors the budget cycle is doable for Department Heads to accomplish without the assistances of a consultant. He will consult with the other Department Heads and report back to Council.

3. City Council Boards and Commission Liaison Discussion

Acting City Manager Bair discussed the issue of establishing a City Council member as a liaison to the Boards/Commissions. He reference this process had been utilized in the past but has since been discontinued resulting in a disconnection between the members of the Boards and Commissions and that of the Council. Per ordinance, the Mayor is an Ex-Officio member of the Economic Development Commission. He asked the Council to consider re-establishing this liaison program for the Planning Commission, Historic Preservation Commission, Uptown Development Commission, Community Appearance Board and perhaps the Gateway board.

Councilman Stehman and Councilman Brombolich agreed with the idea. Councilman Moss addressed concerns regarding the City Manager form of government and indicated a clear understanding would be necessary as to the role of the liaison. It was discussed that Corporate Counsel should be consulted since some of the boards hold public hearings during their meetings.

4. Current Department Staffing Update

Discussion regarding this item will take place during the next Strategic Session. However, Acting City Manager Bair briefly informed Council they will be updated on present staffing levels, budgeted for positions that are currently vacant, and future staffing needs.

Motion to adjourn by Councilman Moss, seconded by Councilman Brombolich at 7:12 p.m. with roll call: Ayes - Stehman, Brombolich, Moss, Kypta, Miller; Nays - None; Absent – None.

PENDING APPROVAL

Collinsville City Council
Regular Meeting of 8/24/15

CALL MEETING TO ORDER

Mayor Miller called the regular meeting to order at Collinsville City Hall at 7:30 p.m.

ROLL CALL

Council members present were: Jeff Stehman, Cheryl Brombolich, Nancy Moss, Jeff Kypta, Mayor John Miller, Acting City Manager Mitch Bair, Corporate Counsel Steve Giacoletto, and City Clerk Kim Wasser.

INVOCATION

Reverend Mike Barnes of Meadow Heights Baptist Church delivered the invocation.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

PROCLAMATIONS/RECOGNITION/PRESENTATIONS

1. Presentation of the August 2015 Yard of the Month Award to Renee Taake

On behalf of the Communication Appearance Board, Mayor Miller presented Ms. Taake with the Yard of the Month Plaque and gift card. He also mentioned the August 2015 Yard of the Month runner-up as being Michael Schuette of 208 Division.

BUSINESS PRIOR TO PUBLIC INPUT

SPEAKERS FROM THE FLOOR

Mayor Miller referred to Ordinance 4765.

Bob DesPain spoke of his FOIA request. He mentioned the City's mission statement. He spoke of the library board. He also mentioned the Unit 10 school board meeting and his FOIA request in which they denied. He spoke of the proposed TIF District.

Mary Sue Schusky spoke of the Collins House and the Collins Park project. She mentioned in 2002, she presented an application for the Collins House to be listed on the National Register of Historic Places and it was accepted.

Rob Dorman spoke of the expenses involved in Collins Park project and the amount of admission necessary to recoup the expenses. He mentioned the need of a forensic audit.

COMMENTS & ANNOUNCEMENTS - MAYOR

Mayor Miller spoke of the Metro East Profession Fire Fighters who hosted various fundraisers in an effort to collect funds for a special equipped vehicle as part of the Illinois Associated Fire Fighters' Wounded Warrior project. The recipient is Army Sergeant Cameron Crouch, who was severely injured in 2007, suffered multiple injuries and had to have both of his legs amputated.

COMMENTS & ANNOUNCEMENTS - COUNCIL MEMBERS

Councilman Moss spoke of the successful fundraiser for the Collinsville Food Pantry that was held at Bert's.

COMMENTS & ANNOUNCEMENTS - CITY STAFF

None.

CONSENT AGENDA

Clerk Wasser read the consent agenda items as follows:

1. Motion to Approve Payment of Bills for the Period Ending August 14, 2015 in the Amount of \$650,476.61
2. Motion to Approve Payroll for the Period Ending 7/31/15 in the Amount of \$498,643.20
3. Motion to Approve Minutes of the 8/10/15 Regular Meeting

Mayor Miller asked if the Council wished to pull any items prior to a Motion. No items were pulled. Motion by Councilman Brombolich, seconded by Councilman Stehman.

Answer on roll call: Ayes – Stehman, Brombolich, Moss, Kypta, Miller; Nays – None; Absent – None.

NEW BUSINESS

1. Ordinance Authorizing Expenditure of TIF Funds (Gateway Center, 1 Gateway Center Drive

Motion by Councilman Kypta, seconded by Councilman Moss. Overview by Erika Kennett, Economic Development Director, who advised the Gateway Center, is requesting TIF funding for two projects totaling \$175,096 with the reimbursement request in the amount of \$170,764.55. The first project includes the replacement of three heating and cooling rooftop units. The second project is for the removal and replacement of Ballroom AB roof membrane.

Answer on roll call: Ayes – Stehman, Brombolich, Moss, Kypta, Miller; Nays – None; Absent – None.

2. Motion to Award Bid and Authorize Contract for Streetscape Phase 4 Construction to Keller Construction, Inc. in the Amount of \$1,215,503.78

Motion by Councilman Brombolich, seconded by Councilman Stehman. Overview by Rod Cheatham, Street Director, who advised the City, was awarded a \$1 million grant for Streetscape Phase 4 project. This grant is an 80% funded grant with the City responsible for 20% of the funding. We received 5 bids on July 31 with the lowest bidder being Keller Construction, Inc. in the amount of \$1.2 million. Streetscape Phase 4 includes enhancements on Aurora St. (from Clay to Main), Clay St. (from Chestnut to Aurora), Main St. (from Vandalia to Aurora) and Chestnut St. (between Main and Clay). Staff recommends approval.

Mayor Miller commented on the success the City has had on the previous Streetscape projects and the beautification that has taken place.

Answer on roll call: Ayes – Stehman, Brombolich, Moss, Kypta, Miller; Nays – None; Absent – None.

3. Motion to Award Bid and Authorize Contract for the 2015 Resurfacing Program – Collinsport Drive and Gateway Drive, Project #TIF-586-15, to Christ Brothers Asphalt, Inc. in the Amount of \$188,651.89

Motion by Councilman Moss, seconded by Councilman Kypta. Overview by Rod Cheatham, Street Director, who advised two bids were received and opened on July 24 for this project. Christ Bros Asphalt was the lowest bid at \$188,651.89. Both roads are within our entertainment corridor (Convention Center and hotels).

Councilman Moss inquired of the construction start time and duration. Director Cheatham advised the project should start within the next 3 weeks and may take a week per road.

Councilman Brombolich inquired if these streets had been micro-surfaced and Director Cheatham confirmed they were. She also inquired why the projects (Lebanon Rd.) were split as two separate items. Director Cheatham advised each project is being paid out of two different funds and there was a concern as to the cost of the Lebanon Rd. project due to the condition of the roadway. He confirmed that the expense is covered under what was budgeted in the CIP.

Answer on roll call: Ayes – Stehman, Brombolich, Moss, Kypta, Miller; Nays – None; Absent – None.

4. Motion to Award Bid and Authorize Contract for the 2015 Resurfacing Program – Lebanon Road, Project #CIP-587-15, to Christ Brothers Asphalt, Inc. in the Amount of \$347,529.13

Motion by Councilman Kypta, seconded by Councilman Stehman. Overview by Rod Cheatham, Street Director, elaborated that all three box culverts under this road has been inspected. His department will be repairing the culverts prior to the project commencing.

Councilman Brombolich inquired about only receiving one bid. Director Cheatham believes it is because of the extensive repairs needed. He indicated the road was originally concrete but has been oil and chipped over. He advised that two bid packets were given out but only one bidder responded. She also inquired of the bid amount in comparison to the engineers estimate. Director Cheatham advised it was within approximately 5%.

Councilman Moss inquired of the timeframe of completion. Director Cheatham advised this project is labor intensive due to the road condition but he estimates approximately 7 working days to complete with a start date after the completion of the Collinsport/Gateway Drive project.

Mayor Miller inquired of the road repair location. Director Cheatham advised it will start at the Church St. intersection and go all the way to our city limit.

Councilman Stehman inquired as to who is responsible for the remainder of the road past our city limits and Director Cheatham advised the township maintains a portion and then the county is responsible for another portion beyond that. Director Cheatham advised there had been plans discussed for additional repairs through the State by the County. He believes the project is slated for 2018.

Answer on roll call: Ayes – Stehman, Brombolich, Moss, Kypta, Miller; Nays – None; Absent – None.

5. Ordinance Authorizing the Expenditure of TIF Funds (Lisa Sloan, 119 W. Main

Motion by Councilman Brombolich, seconded by Councilman Stehman. Overview by Leah Joyce, Uptown Coordinator, advised this is an application for the Uptown Structural Rehabilitation and Façade Program and the Fire Safety Code Assistance Program. This includes removing storefront, concrete cutouts for support column, installation of new storefront glass and entry doors, metal work on façade and behind sign, and gutters. The application also includes cutting out an area in the rear brick wall to accommodate the installation of a commercial door as an emergency exit pursuant to the Fire Safety Code. Three bids were received for each project. Reimbursement request for the storefront cost (40%) is \$7,800 and (90%) for the emergency exit is \$5,940 for a total reimbursement of \$13,740.

Answer on roll call: Ayes – Stehman, Brombolich, Moss, Kypta, Miller; Nays – None; Absent – None.

6. Motion to Authorize the Purchase of Uptown WiFi Equipment from Tech Electronics in the Amount of \$29,375

Motion by Councilman Brombolich, seconded by Councilman Kypta. Overview by Leah Joyce, Uptown Coordinator, advised the current WiFi equipment is outdated and not compatible with current wireless devices. Tech Electronics will install waterproof equipment that utilizes current WiFi technology that will also tie into City Hall's network allowing for monitor of the system. The coverage area will also be expanded. Three bids were sought. Tech Electronics came back at \$29,375. Revision Systems was \$9,700 but equipment was not compatible, does not include

necessary electrical upgrades, and the City's IT Coordinator would not have monitoring capabilities. A third company was requested to provide a bid but failed to do so.

Councilman Moss asked of the value of this service with regards to feedback or a way to measure usage. Uptown Coordinator Joyce advised it is a nice service to offer and she does receive complaints when the system malfunctions. Uptown Coordinator Joyce further advised usage data is available upon request.

Answer on roll call: Ayes – Stehman, Brombolich, Moss, Kypta, Miller; Nays – None; Absent – None.

7. Motion to Award Bid and Authorize Contract for Relocation of the D.D. Collins House, #TIF-588-15, to Wolfe House Movers in the Amount of \$84,300

Motion by Councilman Brombolich, seconded by Councilman Stehman. Overview by Leah Joyce, Uptown Coordinator, advised bids were opened on July 23. The project was advertised in the Belleville News Democrat (BND) and Southern Illinois Builders Association (SIBA) which notifies subscribers (contractors) of new projects. One bid was received from Wolfe House Movers in the amount of \$89,300.

She further advised the project was rebid in an attempt to get additional, competitive bids. It was again advertised in the BND and SIBA along with email or phone message invitations to three house moving companies. One bid was received from Wolfe House Movers in the amount of \$84,300. Wolfe House Movers met the necessary requirements per the City's bidding procedures and they have more than 40 years experience. Tentatively, the project is slated to begin August 31 with the basement excavation and the house move to occur early October.

Mayor Miller commented that he is very anxious for the project to begin.

Answer on roll call: Ayes – Stehman, Brombolich, Moss, Kypta, Miller; Nays – None; Absent – None.

8. Motion to Award Bid and Authorize Contract for Relocation and Renovation for Daniel Dove Collins House, #TIF-584-15, to Miller & Maack General Contractors in the Amount of \$573,604

Motion by Councilman Brombolich, seconded by Councilman Stehman. Overview by Leah Joyce, Uptown Coordinator, who advised this project consists of completing the interior renovations of the D.D. Collins House and construction of the Collins Park. The project was advertised in the BND, SIBA and emailed invitations to three general contractors that had expressed interest in the project. Two bids were received with Miller and Maack General Contractors being the lowest bidder at \$573,604.

Councilman Moss inquired of the next phase and continuous support of the D.D. Collins House. Uptown Coordinator Joyce advised the City will maintain ownership and be responsible for the basic maintenance of the property while Friends of the D.D. Collins House will conduct

educational programs, events and tours of the House. They will also maintain the gardens and landscaping. She advised they are established as a nonprofit organization and have already received donations.

Councilman Moss inquired of previously received funds or grants pertaining to the House. Uptown Coordinator Joyce advised the Historic Preservation Commission received a donation for the purchase of historical furniture which is currently in storage.

Councilman Moss asked if the City would be responsible for any additional interior renovations once the house is set in place. Uptown Coordinator Joyce said this contact will complete the ADA restrooms, installs plaster, utility hook ups, and all other associated carpentry work that will complete the renovation.

Mayor Miller confirmed it also includes the HVAC system and Uptown Coordinator Joyce confirmed.

Councilman Brombolich confirmed that this includes the out buildings and rain barrels. Uptown Coordinator Joyce confirmed.

Councilman Brombolich thanked the volunteers on the Historic Preservation Commission for the dedication.

Answer on roll call: Ayes – Stehman, Brombolich, Moss, Kypta, Miller; Nays – None; Absent – None.

9. Ordinance Establishing Salaries/Wages for Full-Time, Non-Union Personnel and Part-Time Non-Union Personnel

Motion by Councilman Kypta, seconded by Councilman Moss. Overview by Tamara Ammann, Finance Director, advised this ordinance reflects a 2% increase for 6 non-union employees who had completed their 1 year anniversary.

Answer on roll call: Ayes – Stehman, Brombolich, Moss, Kypta, Miller; Nays – None; Absent – None.

10. Ordinance Authorizing the Mayor to Execute a Consent to Collateral Assignment with Regard to the Redevelopment Agreement Between the City of Collinsville and MDC Eastport, LLC

Motion by Councilman Moss, seconded by Councilman Brombolich. Overview by Corporate Counsel Giacoletto, who advised Maune has a redevelopment agreement with the City. Their bank would like a collateral security for the new phase of their development. The collateral security indicates that in the event Maune would have financial difficulties, funds the City is rebating to Maune would directly go to the bank. Other than the agreement, no action is required by the City at this time.

Councilman Stehman inquired if we received similar request for their other projects. Counsel Giacoletto indicated we have received similar agreements in the past and usually they are for large projects.

Answer on roll call: Ayes – Stehman, Brombolich, Moss, Kypta, Miller; Nays – None; Absent – None.

CLOSED SESSION

Discuss in accordance with 5 ILCS 120/2(c):

1. Appointment, employment, compensation discipline or performance of employees
5. The purchase or lease of real property
11. Pending or Threatened or Imminent Litigation

Motion by Councilman Brombolich, seconded by Councilman Stehman.

Answer on roll call: Ayes – Stehman, Brombolich, Moss, Kypta, Miller; Nays – None; Absent – None.

ADJOURNMENT

Motion by Councilman Kypta, seconded by Councilman Stehman.

Answer on roll call: Ayes – Stehman, Brombolich, Moss, Kypta, Miller; Nays – None; Absent – None. 8:21pm

Application

Date: March 11, 2015

Business Name: Gateway Center

Contact Name: Melissa Trower

Title: Director of Operations

Address: 1 Gateway Dr, Collinsville, IL 62234

Phone: 614-345-8998 x108

Email: mtrower@gatewaycenter.com

Building Owner: Gateway Center

Amount of sales tax paid last year: Not Applicable. Gateway Center is exempt from paying both sales and real estate taxes.

Amount of real estate tax paid last year: Not Applicable. Gateway Center is exempt from paying both sales and real estate taxes.

Number of total commercial units affected by project: 1

Total square footage affected by project: 13,677

Number of residences affected by project: 0

Number of employees employed on an annual basis: 47 (Full Time) 30 (Part Time)

If a major project, number of construction employees anticipated to be employed: 10

If a major project, estimated time period of construction: 11 days

Are you willing to comply with recommendations established in the Collinsville Historic Architectural Standards guidelines as advised by the Collinsville Historic Preservation Commission and Uptown Development Commission, if applicable?
Not Applicable.

1. Address how the proposed project will constitute an economic benefit to the City and justifies the expenditure of TIF funds:

Gateway Center was created with the intention of bringing business to the city of Collinsville. With our flexible event space, competitive pricing, and prime location just 10 minutes from downtown St Louis, Gateway Center is an ideal place to hold meetings, conventions, trade shows, banquets, weddings, and other gatherings. The events being held at Gateway Center then create other opportunities for the surrounding businesses, such as hotels, restaurants, retail stores, entertainment facilities, and other specialty services. This is a list of some of the local businesses that benefit directly from Gateway Center's operation:

| | | |
|----------------------|-------------------------------|----------------------------|
| A & H Mechanical | The Doubletree Hotel | Arby's White Castle |
| Johnstone Supply | TheBank of Edwardsville | McDonald's |
| Frost Electric | Regions Bank | Porter's Steakhouse |
| Connors | Home Depot | Ravanelli's Restaurant |
| Village Locksmith | Swing City Music FedEx | Bandana's Barbecue |
| Petroff Trucking | Collinsville Ice & Fuel | Dairy Queen |
| Wal-Mart | Metro Glass | Culver's |
| Suburban Journals | Mike's Automotive | Burger King |
| A-1 Rental | Starbucks | A&W |
| Rural King | | Qdoba |

| | | |
|---------------|-------------------|-------------------------|
| Zapata's | St Louis Bread Co | Americas Best Value Inn |
| Ruby Tuesday | | |
| Applebee's | Subway | Super 8 Motel |
| Waffle House | Steak 'N Shake | Days Inn |
| Denny's | Drury Inn | Fairfield Inn |
| Bob Evans | Comfort Inn | Splash City |
| Golden Corral | Hampton Inn | Gateway Fun Park |
| Pizza Hut | Days Inn | |
| Ponderosa | Wendy's | Fairmount Race Track |
| Penn Station | MotoMart | Cahokia Mounds |

In addition to supporting the local businesses, Gateway Center supports our fire and police personnel, generating an extra \$18,670 in supplementary earnings for these departments between February 2013 and February 2014. Since opening our doors, Gateway Center has created opportunities for the fire and police personnel totaling \$205,146 in additional income due to working our events.

Another noteworthy economic benefit is the \$326,383, which represents the city portion of the 1% food and beverage tax, generated from events held at Gateway Center between 1990 and 2013.

Lastly, it is important to note that the City of Collinsville receives 2% of the local hotel/motel tax revenue. Gateway Center plays a significant role in generating overnight stays within the local Hospitality District, which ultimately generates income for the City of Collinsville.

In addition to the economic benefits Gateway Center generates, it is also important to take into account that the convention center creates visibility and urban appeal for local businesses, development and redevelopment projects.

Gateway Center has hosted the annual Festival of Trees event for the past 21 years, which has evolved into one of Collinsville's largest, most well attended charitable events that benefits the entire local community. The festival has generated \$547,289 in proceeds that have funded several dozen projects that have improved the quality of life for local citizens. Gateway Center is also an event sponsor for the annual Business Retention and Attraction Reception. The Center has contributed approximately \$13,296.49 to support this annual economic development networking function. Representatives of Gateway Center also took the initiative to leverage its relationship with its exclusive audio/visual company to support the Business Retention and Attraction event, which has resulted in excess of \$17,500 in audio/visual equipment that has been utilized to showcase Collinsville's assets.

2. Please state which of the following issues will be eradicated by this project and provide details for each:

- a. Dilapidation;
 - b. Obsolescence;
 - c. Deterioration;**
 - d. Illegal use of individual structures;
 - e. Presence of structures below minimum Code standards;
 - f. Abandonment;
 - g. Excessive vacancies;**
 - h. Overcrowding of structures and community facilities;
 - i. Lack of ventilation, light or sanitary facilities;
 - j. Inadequate utilities;
 - k. Excessive land coverage;
 - l. Deleterious land use or layout;
 - m. Depreciation of physical maintenance;**
 - n. Lack of community planning
-

The improvements described would assist in the alleviation of the following:
Deterioration; depreciation of physical maintenance; and word toward preventing excessive vacancies.

In response to Question No. 2, in order to address the expenses related to aging buildings, Illinois State Statutes provides for the creation of TIF Districts as a way to promote reinvestment and prevent further decline of building/properties. Because this proposed improvement constitutes a substantial investment of Gateway Center, there is a compelling public need to protect its viability and that of the underlying TIF District Are #1. In doing so, it will protect the image of the Eastport Plaza Area as a regional commercial hub, assist Gateway Center in promoting convention business, and facilitate the transition of the building to a more productive state for the benefit of all the parties involved, including the City and other taxing districts. Furthermore, the proposed reinvestment will allow Gateway Center to continue to function as the major anchor of the Eastport Plaza Area, attracting and retaining business.

In further response to Question No. 2, the following are descriptions of all proposed projects in the application:

Project #1, Removal and Replacement of a Total of Three (3) Heating and Cooling Rooftop Units:

Project #1 entails the removal and replacement of a total of three heating and cooling rooftop units that range in size from 12 to 17 ½ tons. The replacement units affected three out of the four Conference Wing rooms, which are typically used for meetings, break out rooms, and dressing rooms that support larger events. Each room has one dedicated HVAC unit, and a unit that is not fully functional would result in an inability to rent that space.

As a result of the investment in new HVAC Rooftop Units, Gateway Center is now able to be in a position to continue to offer attractive and competitive meeting facilities. It also enables the convention center to continue to stimulate a significant amount of tax revenue within the local economy and for the hospitality supporting businesses that largely rely on Gateway Center's event traffic for income.

Representatives of Gateway Center feel it is important for the city officials to be well informed of the magnitude of order the convention center's heating and cooling units play in terms of capital replacement costs. Presently, there are a total of 48 existing rooftop units that supply climate control to the 105,000 square foot facility. The average life expectancy of rooftop units ranges between 15 and 20 years. Today, the average replacement cost of each of our rooftop units is \$28,433. If Gateway Center were to replace all of its existing units at today's market cost, the approximate financial outlay would total \$1,364,800.

Project Labor Details:

| | |
|--|------------|
| Number of Construction Employees: | 4 |
| Total Cost of Construction Employment: | \$1,183.44 |

Project #2, Removal and Replacement of the Ballroom AB Roof

Ballroom AB is located in the center of the main event space and is utilized quite often, especially with bigger events. The roof membrane is overdue for replacement and has eight current leaks that cannot be located by professional roofing contractors. During the rainy season the leaks affect gaming conventions, weddings, and repeat trade shows that notice the same problem in subsequent years. Our inability to provide dry event space in such a prime location greatly impacts our reputation as an outstanding facility.

The project would entail removing the current EPDM (ethylene propylene diene terpolymer) membrane, replacing any damaged insulation, provide a new ½" High Density Cover-board, and attach a new EPDM membrane.

Due to multiple expansions over the lifetime of the Center, there are several tiers of roofs that have been added at different times. The replacement projects are necessary to keep the building in operation. These roofs are being systematically replaced over time to keep up with the demands of the building.

The Center has provided "Alternates" in the bidding process to request prices on a thicker membrane, a longer warranty, and a recycling credit as options for this project.

Project Labor Details:

| | |
|--|----------|
| Number of Construction Employees: | 6 |
| Total Cost of Construction Employment: | \$36,400 |

3. Describe any environmental/EPA issues related to the site.

There are currently no environmental/EPA issues at Gateway Center.

Summary of Project Costs:

Project #1: Removal and Replacement of 3 Rooftop Units \$98,800

Project #2: Removal and Replacement of Ballroom AB Roof \$76,296

Total Cost Associated with Projects \$175,096

T.I.F. Funding Application Request \$170,764.55

Difference \$4,331.45

Cynthia Warke

PRINTED NAME OF APPLICANT SIGNATURE

March 16, 2015

DATE

Economic Benefits of Conventions (Room Nights and Meal Purchases)

Between 2011 and 2014, Gateway Center held a total of 1,451 events and of these events, 49 were conventions. Below are merely examples that illustrate the economic benefits reaped by the community from this particular type of event.

| Name & Year of Event | Number of Delegates | Direct Economic Economic Impact | Direct, Indirect & Induced Economic Impact |
|---|------------------------|------------------------------------|---|
| CKC Scrapbooking Convention: | | | |
| 2012 | 3,195 | \$500,040 | \$1,000,080 |
| 2013 | 3,830 | \$597,160 | \$1,194,320 |
| 2014 | 3,496 | \$545,190 | \$1,090,380 |
| Total: | 10,521 | \$1,642,390 | \$3,284,780 |
| Anime Convention: | | | |
| 2012 | 2,995 | \$479,280 | \$ 958,560 |
| 2013 | 3,400 | \$537,500 | \$1,075,000 |
| 2014 | 5,000 | \$800,631 | \$1,601,262 |
| Total: | 11,395 | \$1,817,411 | \$3,634,822 |
| Archon Convention: | | | |
| 2012 | 2,200 | \$418,000 | \$836,000 |
| 2013 | 2,550 | \$475,780 | \$951,560 |
| 2014 | 2,300 | \$414,711 | \$829,422 |
| Total: | 7,050 | \$1,308,491 | \$2,616,982 |

The number of overnight stays accounted for in the economic impact figures reflected above are inclusive of the quantity of overnight stays arranged through a "room block" that were reported to Gateway Center by either a hotel or convention organizer. These figures do not include overnight reservations made by individual delegates.

It should be noted, that representatives of Comfort Inn, Drury Inn, Fairfield Inn, and Days Inn all reported that their properties were sold out, while Archon and the Anime conventions were held but could not verify how many rooms were utilized by delegates, due to delegates making their own sleeping accommodations, and not arranging through a "room block".

The economic impact figures reflected above do not account for any discretionary spending by convention delegates such as retail purchases, recreation, local transportation (taxi-limo), gasoline purchases, entertainment, etc.

Direct effects - Direct effects are the changes in sales, income and jobs in those businesses that directly receive the visitor spending.

Indirect effects – As a result of the recirculation of money spent by the visitor; changes in sales, income and jobs from industries that supply goods and services to the business that sell directly to the visitors. For example, linen suppliers benefit from visitor spending at lodging establishments.

Induced effects – As a result of the recirculation of money spent by the visitor; changes in economic activity in the region resulting from household spending of income earned through a direct or indirect effect of the visitor spending. For example, motel and linen supply employees live in the region and spend the income earned on housing, groceries, education, clothing and other goods and services.

**GATEWAY CENTER
FACILITY USERS FY'14**

| Event Name | Nature of Event |
|-----------------------------------|------------------------|
| VIP Dance | Athletic Event |
| ASC Express Nationals | Athletic Event |
| Revolution Talent | Athletic Event |
| Masquerade Dance | Athletic Event |
| Total # of Athletic Events | 4 |

| | |
|--------------------------|---------|
| Collinsville Area | banquet |
| FRIENDS | banquet |
| The Gideons | banquet |
| Long Term Care Directors | banquet |
| Appellate Lawyers | banquet |
| Tierra's Sweet 16 | banquet |
| OsteoArthritis Centers | banquet |
| Collinsville Area | banquet |
| FRIENDS | banquet |
| Long Term Care Directors | banquet |
| Collinsville Area | banquet |
| FRIENDS | banquet |
| Swepson Bridal Shower | banquet |
| Long Term Care Directors | banquet |
| Tier 4 Final | banquet |
| Collinsville Area | banquet |
| FRIENDS | banquet |
| Long Term Care Directors | banquet |
| Canty Graduation Party | banquet |
| REALTOR Association of | banquet |
| Collinsville Area | banquet |
| FRIENDS | banquet |
| East St. Louis Sr High | banquet |
| Long Term Care Directors | banquet |
| Chamber of Commerce | banquet |
| Lucille Cooper 70th | banquet |
| Collinsville Area | banquet |
| FRIENDS | banquet |
| Long Term Care Directors | banquet |
| Madison County | banquet |
| Collinsville Area | banquet |
| FRIENDS | banquet |
| Long Term Care Directors | banquet |
| Kiwanis Mayor's Prayer | banquet |
| Edward Jones Client | banquet |
| Black and White Affair | banquet |
| Anderson Hospital | banquet |
| Collinsville Area | banquet |
| FRIENDS | banquet |

| | |
|----------------------------|-------------------|
| Long Term Care Directors | banquet |
| Greater Gateway | banquet |
| Madrigal Dinner Theater | banquet |
| Collinsville Area | banquet |
| FRIENDS | banquet |
| Jackie Milton Bridal | banquet |
| Long Term Care Directors | banquet |
| Greater Gateway | banquet |
| CARD Daddy Daughter Dance | banquet |
| Collinsville Area | banquet |
| FRIENDS | banquet |
| TheBANK of Edwardsville | banquet |
| Enjoy Church's The Cupid | banquet |
| Long Term Care Directors | banquet |
| Collinsville Area | banquet |
| FRIENDS | banquet |
| EDC Business Retention | banquet |
| Mosaic Pregnancy and | banquet |
| Long Term Care Directors | banquet |
| Dawn Powell's Bridal | banquet |
| Edward Jones Client | banquet |
| Congressional Prayer | banquet |
| RP Lumber Co. | banquet |
| Collinsville Area | banquet |
| FRIENDS | banquet |
| Dental Society Meeting | banquet |
| Long Term Care Directors | banquet |
| City of Collinsville | banquet |
| 70th Birthday Celebration | banquet |
| IL High School | banquet / auction |
| Collinsville Faith in | banquet / auction |
| Greater Gateway | banquet / auction |
| Collinsville HS Reunion | banquet / auction |
| Collinsville Chamber | banquet / auction |
| Lessie Bates | banquet / auction |
| Annual Troy Maryville | banquet / auction |
| Edwardsville High School | banquet / auction |
| SWIL Principals | banquet / auction |
| Total # of Banquets | 77 |

| | |
|--------------------------|---------------|
| Anderson Hospital Baby | consumer show |
| Belleville News Democrat | consumer show |
| Pegasus Productions | consumer show |
| Ceramic Show | consumer show |
| Gateway Rubber Stamp | consumer show |
| First Day Family Fun | consumer show |

| | |
|----------------------------------|---------------|
| Gateway Bridal Show | consumer show |
| DIY Retirement Showcase | consumer show |
| Gateway Fall Home & Hot | consumer show |
| International Gem & | consumer show |
| Mothers of Multiples | consumer show |
| Pegasus Productions | consumer show |
| Great Train Expo | consumer show |
| Fall Into Scrapbooking | consumer show |
| St. Louis Regional Gun & | consumer show |
| GUN PICK UP | consumer show |
| Lets Go Fishing Show | consumer show |
| ACS Spring Home Show | consumer show |
| Midwest Bicycle Expo | consumer show |
| Gateway Bridal Show | consumer show |
| St. Louis Woodworking | consumer show |
| St. Louis Regional Gun & | consumer show |
| Illinois Archaeological | consumer show |
| American Indian & | consumer show |
| International Gem & | consumer show |
| Pegasus Productions | consumer show |
| Mothers of Multiples | consumer show |
| Total # of Consumer Shows | 27 |

| | |
|-------------------------------|------------|
| IAR Annual Spring | convention |
| It Works! Global Boot | convention |
| NatsuCon Anime Convention | convention |
| Archon 37 | convention |
| SICAP Construction | convention |
| Gateway Challenge | convention |
| Whitetail Sales & Service | convention |
| On-site Wastewater | convention |
| Belleville Diocesan | convention |
| Creating Keepsakes | convention |
| Anime St. Louis 2014 | convention |
| Total # of Conventions | 11 |

| | |
|-------------------------|---------|
| Enjoy Church | meeting |
| Enjoy Church | meeting |
| Enjoy Church | meeting |
| Enjoy Church | meeting |
| ActOnEnergy Business | meeting |
| Illinois Municipal | meeting |
| Premier Designs Jewelry | meeting |
| COCA | meeting |
| Supreme Court of Ill | meeting |

| | |
|-------------------------|---------|
| Ameren Illinois | meeting |
| Ameren Illinois | meeting |
| Valvoline Instant Oil | meeting |
| Medical Weight Loss | meeting |
| Enjoy Church | meeting |
| Enjoy Church | meeting |
| Enjoy Church | meeting |
| Enjoy Church | meeting |
| Enjoy Church | meeting |
| Illinois Association of | meeting |
| DieCon 2013 | meeting |
| Computer Services, Inc. | meeting |
| TaxSeminars.com | meeting |
| Madison County Bar | meeting |
| Valvoline Instant Oil | meeting |
| Phillips 66 | meeting |
| Ameren | meeting |
| Monsanto | meeting |
| Ameren Illinois | meeting |
| Collinsville Chamber of | meeting |
| Illinois Municipal | meeting |
| Enjoy Church | meeting |
| Enjoy Church | meeting |
| Enjoy Church | meeting |
| Ameren Illinois | meeting |
| Monsanto | meeting |
| Monsanto | meeting |
| Premier Designs Jewelry | meeting |
| Railroad Prototype | meeting |
| Enjoy Church | meeting |
| Enjoy Church | meeting |
| Enjoy Church | meeting |
| Mike Hobbs Auction | meeting |
| Ameren Illinois | meeting |
| Illinois Cheerleading | meeting |
| Transportation for | meeting |
| Riverbend Headstart | meeting |
| Free Marketing Series | meeting |
| IL State Board of | meeting |
| Valvoline Instant Oil | meeting |
| Customs & Border | meeting |
| Olin Brass | meeting |
| Rent A Center | meeting |
| Premier Designs Jewelry | meeting |
| Computer Services, Inc. | meeting |
| COCA | meeting |
| Enjoy Church | meeting |

| | |
|---------------------------|---------|
| Enjoy Church | meeting |
| Enjoy Church | meeting |
| Enjoy Church | meeting |
| Winchester Ammunition | meeting |
| Anderson Pest Solutions | meeting |
| IL State Bar Association | meeting |
| Free Marketing Series | meeting |
| Greater Gateway | meeting |
| Customs & Border | meeting |
| Olin Brass | meeting |
| Rent A Center | meeting |
| Ameren Illinois | meeting |
| ISBA Mutual Risk | meeting |
| Nicol Investors | meeting |
| Illinois Municipal | meeting |
| Enjoy Church | meeting |
| Enjoy Church | meeting |
| Enjoy Church | meeting |
| Olin Brass Annual Safety | meeting |
| Riverbend Headstart | meeting |
| Free Seminar #3: Grow | meeting |
| International Dairy Queen | meeting |
| The Ultimate Pageant | meeting |
| Developmental Disability | meeting |
| Valvoline Instant Oil | meeting |
| Olin Brass | meeting |
| Olin Brass | meeting |
| Leadership Council | meeting |
| Alco Holiday Meeting | meeting |
| Olin Brass | meeting |
| Sanford Brown | meeting |
| Premier Designs Jewelry | meeting |
| Computer Services, Inc. | meeting |
| TaxSeminars.com | meeting |
| IDOT - Division of | meeting |
| Enjoy Church | meeting |
| Enjoy Church | meeting |
| Enjoy Church | meeting |
| Enjoy Church | meeting |
| BACS Seminar and | meeting |
| Midwest Truckers | meeting |
| Land of Lincoln | meeting |
| Home Federal Savings & | meeting |
| Dr. Robert Melillo | meeting |
| Circle of Remembrance | meeting |
| Customs & Border | meeting |
| Physical Medicine Clinic | meeting |

| | |
|---------------------------|---------|
| Greater Gateway | meeting |
| Valvoline Instant Oil | meeting |
| Vail Seminars | meeting |
| Breakfast with Rick | meeting |
| Prairie Farms | meeting |
| U of I Tax School | meeting |
| U of I Tax School | meeting |
| TaxSeminars.com | meeting |
| TaxSeminars.com | meeting |
| TaxSeminars.com | meeting |
| TaxSeminars.com | meeting |
| U of I Tax School | meeting |
| Enjoy Church | meeting |
| Enjoy Church | meeting |
| Enjoy Church | meeting |
| Enjoy Church | meeting |
| IL-DHS Employee and | meeting |
| IL-DHS Employee and | meeting |
| Life Leadership | meeting |
| Heartland Health Outreach | meeting |
| Riverbend Head Start | meeting |
| Enjoy Church | meeting |
| Enjoy Church | meeting |
| Enjoy Church | meeting |
| Presley Tours | meeting |
| Post Holdings, Inc. | meeting |
| Greater Gateway | meeting |
| Valvoline Instant Oil | meeting |
| Midwest Equipment & | meeting |
| Metro East School | meeting |
| Ameren | meeting |
| Phillips 66 | meeting |
| Menasha Packaging Job | meeting |
| Scheffel Boyle | meeting |
| Genesis Pure | meeting |
| Triad Model UN | meeting |
| Enjoy Church | meeting |
| Enjoy Church | meeting |
| Enjoy Church | meeting |
| U of I Pesticide | meeting |
| Briggs & Stratton | meeting |
| Valvoline Instant Oil | meeting |
| Teva Neuroscience | meeting |
| American Red Cross | meeting |
| Phillips 66 | meeting |
| ABC Supply Co | meeting |
| ABC Supply Co | meeting |

| | |
|----------------------------|------------|
| Delve a Focus Pointe | meeting |
| Annual Heart Queen | meeting |
| NutriChef | meeting |
| Enjoy Church | meeting |
| Enjoy Church | meeting |
| Enjoy Church | meeting |
| Gun & Knife Pick Up | meeting |
| Midwest Costume Academy | meeting |
| SIUE | meeting |
| Computer Services, Inc. | meeting |
| Illinois Municipal | meeting |
| Greater Gateway | meeting |
| The Ultimate Pageant | meeting |
| Continuing Education | meeting |
| Midwest Summit Academy | meeting |
| ABC Supply Co. | meeting |
| ABC Supply Co | meeting |
| Townhall Meeting | meeting |
| Valvoline Instant Oil | meeting |
| Enjoy Church | meeting |
| Enjoy Church | meeting |
| Enjoy Church | meeting |
| University of Illinois- | meeting |
| Mike Hobbs Auction | meeting |
| Valvoline Instant Oil | meeting |
| Illinois Municipal | meeting |
| Greater Gateway | meeting |
| Illinois Chamber of | meeting |
| Madison County Bar | meeting |
| Baker Excavation Safety | meeting |
| Revival Waves of Glory | meeting |
| Total # of Meetings | 181 |

| | |
|--------------------------------|-------------|
| Jack Schmidt Ford Lincoln | public show |
| Confluence Crush Roller | public show |
| Star City Games.Com 10K | public show |
| Confluence Crush Roller | public show |
| Elvis Tribute Artist | public show |
| Alter Reality Games | public show |
| StarCityGames.com Open | public show |
| Total # of Public Shows | 7 |

| | |
|---------------------|------------|
| Siemer Distributors | trade show |
| Jobs Plus 2013 | trade show |
| Switzer Foods | trade show |

| | |
|-------------------------------|------------|
| SLSRC | trade show |
| Gateway Green Industry | trade show |
| Belleville News Democrat | trade show |
| Haag Foods & Poultry | trade show |
| Total # of Trade Shows | 7 |

| | |
|--------------------------------------|-------------------|
| Carich/Bone Wedding | Wedding Reception |
| Turner/Jones Wedding | Wedding Reception |
| Sutton/Sedlacek Wedding | Wedding Reception |
| Cantrall/Clark Wedding | Wedding Reception |
| Fritz/Esarey Wedding | Wedding Reception |
| Zumwalt/Schrumpf Wedding | Wedding Reception |
| Downen/Belfield Wedding | Wedding Reception |
| Giger/Troxell Wedding | Wedding Reception |
| Pinto/Hock Wedding | Wedding Reception |
| Crawford/Hibbs Wedding | Wedding Reception |
| Halpin/Hicks Wedding | Wedding Reception |
| Roberts/Karim Wedding | Wedding Reception |
| Ivy Reception | Wedding Reception |
| Williams Wedding | Wedding Reception |
| Fleshren/Andrews Wedding | Wedding Reception |
| Mueller/Corzine Wedding | Wedding Reception |
| Scherschel/Noeth Wedding | Wedding Reception |
| Frey/Mills Wedding | Wedding Reception |
| Schaefer/Walthall | Wedding Reception |
| Chitwood/Bruce Wedding | Wedding Reception |
| Becker/Kueper Wedding | Wedding Reception |
| Williams/Doty Wedding | Wedding Reception |
| Henderson/Means Wedding | Wedding Reception |
| Wilburn/Hollingsworth | Wedding Reception |
| Dailey/Sloan Wedding | Wedding Reception |
| Jones/Ward Wedding | Wedding Reception |
| Craig/Long Wedding | Wedding Reception |
| Setser-Rath Wedding | Wedding Reception |
| Rodeffer/Krumwiede | Wedding Reception |
| Wiesemeyer/Marks Wedding | Wedding Reception |
| Vinyard/Bastin Wedding | Wedding Reception |
| Frost/Owens Wedding | Wedding Reception |
| Rotter-Wilke Wedding | Wedding Reception |
| Ward-Burns Wedding | Wedding Reception |
| Pope/Dillard Wedding | Wedding Reception |
| Dugger/Faulkner Wedding | Wedding Reception |
| Borgard Wedding Reception | Wedding Reception |
| Hunter/Milyard Wedding | Wedding Reception |
| Sauls/Touchette Wedding | Wedding Reception |
| Total # of Wedding Receptions | 39 |

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|--------------------------------------|------------|
| Total # of Athletic Events | 4 |
| Total # of Banquets | 77 |
| Total # of Consumer Shows | 27 |
| Total # of Conventions | 11 |
| Total # of Meetings | 181 |
| Total # of Public Shows | 7 |
| Total # of Trade Shows | 7 |
| Total # of Wedding Receptions | 39 |
| TOTAL | 353 |

3,000 Attendees and \$1.6 Million Impact Expected in St. Louis Area from It Works! Global Company hosts quarterly conference in Greater St. Louis area

ST. LOUIS (July 25, 2013) – A consumer lifestyle, health and skincare products company, It Works! Global, will host its quarterly “Boot Camp” this weekend. Industry experts project the event will have an estimated \$1,596,000 in direct economic impact to the Greater St. Louis area.

Event organizers say the July 26 and 27 sold-out conference will have 3,000 independent distributor attendees in addition to guests attending the conference at Gateway Center, 1 Gateway Drive in Collinsville, Ill.

The conference will feature business-building strategies from the direct sales company’s top performers, important announcements about the It Works! brand and presentations from It Works! CEO Mark B. Pentecost, among others.

“A big part of the It Works! mission is to bring economic freedom to our distributors,” Pentecost said of the economic impact. “We want to extend that same financial freedom to the communities we host events in and are glad to be making a positive impact in the communities that surround us.”

Based on the Destination Marketing Association International’s Convention Expenditure Impact Study and input from the Tourism Bureau Southwestern Illinois, the Gateway Center’s Collinsville economic calculator suggests that the total economic impact will average \$266 per person per day. Event attendees may bring family and friends as well as stay in the area prior to and after the conference.

About It Works! Global

Founded in 2001, It Works! Global is one of the fastest-growing consumer lifestyle, health and skincare direct sales companies. According to Inc.’s 2012 500 | 5000 list, the Florida-based company is enjoying 436-percent growth over the previous three years, and it ranks No. 50 on its “Top 100 Consumer Products & Services Companies” list and No. 56 on its “Top 100 Florida Companies” list. It Works! debuted at No. 56 on the Direct Selling News Global 100, the annual industry ranking produced by Direct Selling News magazine, and was its inaugural recipient of the DSN Bravo Momentum Award, created to recognize a previously unranked company that has demonstrated significant growth. It Works! earned the most significant first-time ranking on the DSN Global 100. It Works! offers a variety of daily-use, instant-results products including its signature and unique It Works! Wrap, a contouring product that can tighten, tone and firm any area of the body in just 45 minutes. The company currently pays commissions to more than 50,000 independent distributors worldwide. Visit www.itworksglobal.com for additional information.

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For additional information, interview, image and product sample requests, contact Axia, the public relations firm, at 888-PR-FIRM-8, ext. 700.

Marjorie Comer
Public Relations Account Manager
Axia Public Relations ::: www.axiapr.com
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866-999-2942 (AXIA) x312

**Collinsville Metropolitan Exposition
Auditorium and Office Building Authority**



HVAC Replacement Project

Fall 2014

Bid Package

PART 1 ADVERTISEMENT FOR BIDS/CONTRACTUAL REQUIREMENTS

1.1 INFORMATION INCLUDES

A. The Collinsville Metropolitan Exposition, Auditorium and Office Building Authority ("Gateway Center"), hereafter termed as Convention Authority, furnish the following information:

1. Location:

A. Gateway Center is located in Eastport Plaza at One Gateway Drive,
Collinsville, IL 62234

2. Project:

A. The proposed project consists of the removal of three (3) 17 ½ Ton-Three Phase Trane rooftop units, Model # SFDB-C174-LD, SFDB-C174-LD, and SFDB-C144-LE, respectively, the existing curbs and the installation of three (3) rooftop units and curbs. Existing rooftop units scheduled for removal and replacement are RTU #3, #4 and #6. The contractor shall be responsible for furnishing all labor, equipment and materials necessary to satisfactorily complete the project in accordance with the specifications stated herein. These units will be controlled by a BAS system and must be compatible BACNet IP. Controls contractor must coordinate with Mechanical contractor for any necessary provisions to be made to the units. Suggested method of placement of units on roof is by airlift.

3. Tax Exempt:

A. The Owner is exempt from sales tax on products permanently incorporated into the work, thus NO SALES TAX shall be included in the bids for these products. Bidders can obtain a Sales Tax Exemption certificate number from Owner. Place numbers on all invoices for material incorporated in work and furnish copies of the invoices to the Owner as requested. Upon completion of the work, file with Owner a notarized statement that all purchases made under exemption certificate were entitled to be exempt. Bidder shall pay legally assessed penalties for improper use of exemption certificate number. BIDS SHALL EXCLUDE STATE AND FEDERAL TAXES.

4. Permits, Fees and Notices:

A. All Contractor permits and fees required by state and municipal requirements shall be paid for by the respective contractors or subcontractors as the case may be.

5. Warranty:

A. Contractor shall guarantee his work for a period of two (2) years from the date of Final Acceptance. Contractor shall leave the work in perfect order and neither Final Payment nor any provision in the contract shall relieve the Contractor of the responsibility of negligence for faulty materials or workmanship within the extent and

period provided by law. Under written notice Contractor shall remedy any defects due thereto and pay all expenses for any damage to other work resulting.

1.2 INSTRUCTIONS TO BIDDERS

A. Bids must be submitted on the proposal forms furnished by the Owner, enclosed in a sealed envelope, and marked and addressed as follows:

Bids for:

1. **SEALED BID REMOVAL & REPLACEMENT OF HVAC ROOFTOP UNITS**
Gateway Center Administrative Offices
One Gateway Drive
Collinsville, IL 62234
2. Show name and address of BIDDER in the upper left-hand corner of envelope.
3. Each bid must be submitted on the prescriber form with all spaces for bid pricing filled in, in ink or typewritten.
4. No bidder may withdraw a bid within 90 days after the actual date of opening thereof.
5. Owner will furnish water and electricity at install location, if needed.

1.3 SUBMISSION OF SEALED BIDS

A. Sealed bids, to be submitted as follows:

1. Bid Opening on October 20, 2014 at 1:00p.m.at Gateway Center.
2. Any bids received after said time, on the abovementioned date will not be considered.
3. Bids will be publicly opened by an Owner Representative for the receipt of bids in the Illini Room of Gateway Center, One Gateway Drive, Collinsville, IL 62234.

1.4 OWNER RIGHTS

A. The Collinsville Metropolitan Exposition Auditorium and Office Building Authority reserves the right to reject any and all bids and waive technicalities, minor variations, or departures from specifications.

1.5 PREVAILING WAGES

A. No less than prevailing wages, as determined in accordance with the Illinois Prevailing Wage Law, shall be paid to all laborers, mechanics, operators and others employed to complete this project. Gateway Center requires that all outside contractors sign a Project Labor Agreement before any work is performed.

1.6 SAFETY AND PROTECTION

- A. Contractor shall be responsible for furnishing materials required to restrict unauthorized access to staging areas. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
1. All employees on the work and other persons and organizations who may be affected thereby;
 2. All the work and materials and equipment to be incorporated therein, whether in storage on or off the site; and
 3. Other property at the site adjacent thereto, including structures and utilities not designated for removal, relocation or replacement in the course of completing this project.
- B. Contractor shall comply with all applicable Laws and Regulations of any public body having jurisdiction for the safety of persons and property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection.

1.7 INDEMNIFICATION

- A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless the Owner and its employees from and against all claims and damages, losses and expenses arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expenses.

PART 2 GENERAL

2.1 WORK INCLUDES HEATING, ELECTRICAL AND PLUMBING.

- A. Base Bid:
1. HVAC Contractor provides:
 - a. Includes all necessary means to complete the rooftop unit removal, haul off and provide and install new units on existing curbs. This work will include the disconnecting and reconnect and any modifications of gas lines. Regulators are not required. Gas lines are to be replaced starting and including the existing has cocks to the final connection on the unit. Where applicable, 80 galvanized steel piping shall be utilized. All threaded connections shall be touched up with galvanized coating in the field. Safety yellow paint shall be applied to all new piping in the field. See Attachment A for make and model of existing units. Work must be complete and operational by December 24, 2014.

- b. Units only have to be tested and balanced but not the existing HVAC infrastructure.
- c. New RTU's shall NOT have factory mounted disconnects. These will be supplied and installed by electrical contractor.
- d. Electrical contractor will disconnect existing units and make safe for demolition.
- e. Base Bid RTU's will have factory mounted BACNet IP compatible controllers.

2. Controls Contractor Provides:

- a. All controllers, web based server and accessories for all (3) RTU's to be controlled by BACNet IP. Installation of all necessary components within the new units to be controlled by this system. Ethernet drop will be provided by Owner.
- b. This contractor shall provide a minimum of 8 hours of training to the Owner.
- c. Work must be complete and operational by December 24th.

2.2 QUALITY ASSURANCE

- A. Manufacturer's Qualifications: Firms regularly engaged in manufacturing of rooftop heating and cooling units, of types and capacities required, whose products have been in satisfactory use in similar service for not less than 5 years.
- B. Codes and Standards:
 - 1. Gas-fired furnace section construction shall be in accordance with AGA Safety Standards. Furnace section shall bear the AGA label.
 - 2. Testing and rating of units of 135 MBH capacity or over shall be in accordance with ARI 360 "Standard for Commercial and Industrial Unitary Air-Conditioning Equipment".
 - 3. Testing and rating of units under 135 MBH capacity shall be in accordance with ARI 210 "Standard for Unitary Air-Conditioning Equipment", and provide certified rating seal.
 - 4. Refrigerating system construction of rooftop units shall be in accordance with ASHRAE 15 "Safety code for Mechanical Refrigeration".
 - 5. Energy Efficiency Ratio (EER) of rooftop units shall be equal to or greater than prescribed by ASHRAE 90A "Energy Conservation in New Building Design".
 - 6. Rooftop units shall be listed by UL and have UL label as a unit.
 - 7. Rooftop units shall be designed, manufactured and tested in accordance with UL requirements.

2.4 SUBMITTALS

- A. Submit manufacturer's technical product data, including rated capacities of selected model clearly indicating dimensions, required clearances, weights, furnished specialties and accessories; and installation and start-up instruction in accordance with manufacturer's recommendations.
- B. Submit shop drawings detailing the manufacturer's electrical requirements for power supply wiring for rooftop heating and cooling units. Submit manufacturer's ladder-type wiring diagrams for interlock and control wiring. Clearly differentiate between portions of wiring that are factory-installed and portions to be field-installed.
- C. Submit shop drawings detailing the mounting, securing and flashing of the roof curb to the roof structure. Indicate coordinating requirements with roof membrane system.
- D. Submit maintenance data and parts list for each rooftop units, including "trouble-shooting" maintenance guide, servicing guide and preventative maintenance schedule and procedures. Include this data in maintenance manual.
- E. Submit list to Owner manufacturer's of recommended spare parts.
- G. Hail Guard specifications shall be furnished to Owner at the time of bid submission.
- H. Mill test reports for metals under pressure.

*All drawings are subject to Owner's approval prior. Lead time and product data is required at time of bid submission.

DELIVERY, STORAGE AND HANDLING

- A. Delivery rooftop units as factory-assembled units with protective crating and covering.
- B. Coordinate delivery to allow sufficient time to offload the rooftop units and airlift the units into position on the roof.
- C. Handle rooftop units and components carefully to prevent damage. Replace damaged rooftop units or components with new.
- D. Store rooftop units and components in clean dry place, off the ground, and protect from weather, water and physical damage.
- E. Rig rooftop units to comply with manufacturer's rigging and installation instructions for unloading rooftop units, and moving them to final locations.

2.6 COORDINATION

- A. Coordinate installation of roof curbs, equipment supports with existing curbs and construction.
- B. Contractors to coordinate requirements for the controls system and new units.

2.7 WARRANTY

- A. Warranty on Compressor and Heat Exchanger: Provide written warranty, signed by manufacturer, agreeing to replace/repair, within warranty period, compressors and heat exchangers with inadequate and defective materials and workmanship, including leakage, breakage, improper assembly, or failure to perform as required; provided manufacturer's instructions for handling, installing, protecting, and maintaining units have been adhered to during warranty period. Replacement is limited to component replacement only, and does not include labor for removal and reinstallation.
1. Warranty Period: 5 years from date of substantial completion.

PART 3 PRODUCTS

3.1 MANUFACTURERS:

Subject to compliance with requirements, provide rooftop units of one of the following or equivalent product:

1. Carrier Air Conditioning; Div of Carrier Corp.
2. Lennox Industries, Inc.
3. McQuay Air Conditioning Group; McQuay Inc.
4. Trane Co.
5. York

3.2 GENERAL DESCRIPTION: Units shall be factory-assembled and tested, designed for roof or slab installation and consisting of compressors, condensers, evaporator coils, condenser and evaporator fans, refrigeration and temperature controls, filters, factory-installed microprocessor based unit control module, and dampers. Capacities and electrical characteristics are scheduled on the Drawings.

- A. Casing: Manufacturer's standard casing construction, and exterior finish. Casings shall have removable panels or access doors for inspection and access to internal parts, a minimum of ½" thick thermal insulation, knockouts for electrical and piping connections, and an exterior condensate drain connection and lifting lugs.
- B. Roof Curbs: Manufacturer's standard construction insulated and complete with factory-installed wood nailer and drain nipple. Construction shall be in accordance with NRCA Standards. Curb shall have provision for thru-the-base utility routing.
- C. Evaporator fans: Forward-curved, centrifugal, belt-driven fans with adjustable sheaves or direct-driven fans; and permanently lubricated motor bearings.
- D. Hail Guards: Contractor shall include in the base bid amount hail guard protectors to prevent damage to HVAC rooftop unit. Contractor should be aware that the existing roof is a rubber membrane system. Contractor shall specify a hail guard system that will shield hail from ricocheting off roof surface and damaging exposed coils.

- E. Condenser fans: Propeller-type, direct-driven fans with permanently lubricated bearings.
- E. Units shall contain components of copper that are in accordance with NECS Code or ASHRAE Code.
- F. Units shall contain phase protectors.

3.3 COILS

- A. GENERAL: Aluminum plate fin and seamless copper tube type. Fins shall have collars drawn, belled and firmly bonded to the tubes by means of mechanical expansion of the tubes. No soldering or tinning shall be used in the bonding process. Coils shall have a galvanized steel casing. Coils shall be mounted in the coil casing with same end connections accessible for service. Coils shall be removable from the unit through the roof or through the piping enclosure. Coil section shall be completely insulated.
 - 1. Refrigerant cooling coils shall have an equalizing type vertical distributor to ensure each coil circuit receives the same amount of refrigerant. Coils shall be proof (450 psig) and leak (300 psig) tested with air pressure under water, then cleaned, dehydrated, and sealed with a holding charge of nitrogen.

3.4 COMPRESSORS

- A. Serviceable, fully hermetic compressors, complete with integral vibration isolators and crankcase heaters, over temperature, over-current and high pressure controls.

3.5 HEAT EXCHANGERS

- A. Manufacturer's standard construction for gas-fired heat exchangers and burners with the following controls:
 - 1. Redundant gas valve;
 - 2. Electronic spark ignition system;
 - 3. High limit cutout;

3.6 ECONOMIZER

- A. Rooftop unit shall have return and outside air dampers, outside air filter, fully modulating electric control system with enthalpy control, and adjustable mixed-air thermostat. System shall have outside air capability to match the existing RTU's, please see Attachment A for make and model of existing units. Provide automatic changeover through adjustable enthalpy control device. All units shall be set at 10% minimum position outdoor air.

3.7 MOTORS

- A. Motor Construction: NEMA MG 1, general purpose, continuous duty, Design B.
- B. Enclosure Type: Open drip proof

3.8 ACCESSORIES

- A. Units shall include the following accessories as indicated or scheduled:
 - 1. Low ambient control: Head pressure control, designed to operate at temperatures down to 0 deg F (-18 deg C).
 - 2. Hinged access doors.
 - 3. High efficiency motors
- B. Owner is specifying dual filters and adaptor frame system to support two-filters.

3.10 MICROPROCESSOR-BASED UNIT CONTROL MODULE

- A. General: Rooftop units shall include a microprocessor-based unit control module that monitors and controls rooftop operation and associated machine-mounted sensors and actuators. All controls shall be completely factory wired and run tested. Units shall include all controls necessary for individual operation and for optimization of unit operation from remote control panel and shall interface with the control panel by a direct digital communications link. All controls for new units will be tied into the existing system in accordance with all applicable codes. Existing unit control modules has all of the following capabilities and operating characteristics.

1. Existing Unit Control Module

- A. Control module is a microprocessor base unit which is completely factory installed and wired. Module monitors and controls rooftop operation and associated sensors and actuators. Each module interfaces with the control panel by a direct digital communications link. Upon power failure to the control panel or interruption of the communications link between the control module and the control panel, the rooftop unit automatically goes into a default mode to provide cooling, heating and economizing. The unit control module includes a two-digit LED display that indicates present operating status and/or failure code of the rooftop.
- B. The following status information is monitored by the rooftop unit control module and is transmitted to Siemens Insight Server for remote monitoring and control.
 - 1. Zone temperature
 - 2. Outdoor air temperature
 - 3. Supply air temperature
 - 4. Operating mode of supply fan
 - 5. Compressor status (on/off)
 - 6. Operating status of heating stages (on/off)
 - 7. Condenser fan status (on/off)
 - 8. Minimum ventilation setting
 - 9. Operating status of economizer on stand alone or with various Stages of compressor aided cooling.

- C. The following diagnostic information is monitored by the rooftop unit control module and is transmitted to Siemens Insight Server for remote monitoring and control.. The specific failure code is displayed at the rooftop unit control panel:
1. Zone temperature sensor failure
 2. Outdoor air temperature sensor failure
 3. Supply air temperature sensor failure
 4. Cooling Circuit #1 failure to operate
 5. Cooling Circuit #2 failure to operate
 6. Cooling Circuit #1 low pressure cutout tripped
 7. Cooling Circuit #2 low pressure cutout tripped
 8. First stage of heating failure to operate
 9. Evaporator fan failure to operate
 10. Outdoor air damper failure to operate
 11. High supply/return air temperature switch tripped
 12. Unit control module failure
 13. Supply or Return Fan failure

PART 4 EXECUTION

- 4.1 Examine areas and conditions under which rooftop units are to be installed. Do not proceed with work until unsatisfactory conditions have been corrected in a manner acceptable to Installer.

4.2 INSTALLATION

- A. General: Install rooftop units in accordance with manufacturer's installation instructions. Install units plumb and level, firmly anchored in locations indicated, and maintain manufacturer's recommended clearances.
- B. Support: Install and secure roof curb to roof structure, in accordance with National Roofing Contractors Association (NRCA) installation recommendations and shop drawings. Install and secure rooftop units on curbs and coordinate roof penetrations and flashing.
- C. Electrical Connections: All materials and equipment are to be installed in accordance with all applicable Standards of the National Electrical Code, the electrical code of the governing municipality; all other applicable local codes, and all safety codes and ordinances. Good workmanship shall be evidence in the installation of all electrical materials and equipment. Equipment shall be level, plumb, and true with the structure and other equipment. All materials shall be firmly secured in place, adequately supported, and permanent. All electrical connections must be properly grounded.
- D. Contractor shall ensure at the conclusion of each workday that there is a water-tight system.
- E. Contractor shall replace existing flashing around HVAC unit. Any roof penetrations shall be flashed by a certified/approved roofing installation installer so that the existing roof warranty is not null-n-void.

4.3 QUALITY ASSURANCE

- A. Agent Qualifications: Engage a testing, adjusting, and balancing agent certified by either AABC or NEBB.

B. Certification of Testing, Adjusting, and Balancing Reports: Certify the testing, adjusting, and balancing field data reports. This certification includes the following:

1. Review field data reports to validate accuracy of data and to prepare certified testing adjusting, and balancing reports.
2. Certify that the testing, adjusting, and balancing team complied with the approved testing, adjusting, and balancing plan and the procedures specified and referenced in this Specification.

C. Testing, Adjusting, and Balancing Reports: Use testing, adjusting, and balancing agent's standard forms.

D. Instrumentation Type, Quantity, and Accuracy: As described in AABC national standards. Or as described in NEBB's "Procedural Standards for Testing, Adjusting, and Balancing of Environmental Systems.

E. Instrumentation Calibration: Calibrate instruments at least every 6 months or more frequently if required by the instrument manufacturer.

4.4 EXAMINATION

- A. Examine HVAC system and equipment installations to verify that indicated balancing devices, such as test ports, gage clocks, thermometer wells, flow-control devices, balancing valves and fittings, and manual volume dampers, are properly installed, and their locations are accessible and appropriate for effective balancing and for efficient system and equipment operation.
- B. Examine handling equipment to ensure clean filters have been installed, bearings are greased, belts are aligned and tight, and equipment with functioning controls is ready for operation.
- C. Examine plenum ceilings, utilized for supply air, to verify that they are airtight. Verify that pipe penetrations and other holes are sealed.
- D. Examine equipment for installation and for properly operating safety interlocks and controls.

4.5 PREPARATION

- A. Complete system readiness checks and prepare system readiness reports.

Verify the following:

1. Permanent electrical power wiring is complete.
2. Automatic temperature-control systems are operational.
3. Equipment and duct access doors are securely closed.
4. Balance, smoke, and fire dampers are open.

4.6 START-UP SERVICES

- A. Provide the services of a factory-authorized service representative to start-up rooftop units, in accordance with manufacturer's written start-up instructions. Test controls and demonstrate compliance with requirements. Replace damaged or malfunctioning controls and equipment.

4.7 COMMISSIONING

- A. Verify that installation is as indicated and specified.

B. Complete manufacturer's installation and startup checks, as well as perform the following:

1. Level unit on housekeeping base, and flash curbs to unit and to roof.
2. Inspect for visible damage to unit casing.
3. Inspect for visible damage to furnace combustion chamber.
4. Inspect for visible damage to compressor, air-cooled condenser coil, and fans.
5. Verify that clearances have been provided for servicing.
6. Check that labels are clearly visible.
7. Clean furnace flue and condenser and inspect for construction debris.
8. Verify that controls are connected and operable.
9. Remove shipping bolts, blocks, and tie-down straps.
10. Verify that filters are installed.
11. Adjust vibration isolators.
12. Connect and purge gas lines.
13. Check acoustic insulation.
14. Check operation of barometric dampers.

C. Lubricate bearings on fan, if needed.

D. Check fan-wheel rotation for correct direction without vibration and binding.

E. Adjust fan belts to proper alignment and tension.

F. Start unit according to manufacturer's written instructions.

1. Perform starting of refrigeration in summer only.
2. Complete startup sheets and attach copy with contractor's startup report.

G. Operate unit for an initial period as recommended or required by manufacturer.

H. Perform operations for both minimum and maximum firing, and adjust burner for peak efficiency.

I. Adjust pilot to stable flame.

J. Calibrate thermostats

K. Check internal isolators

L. Check outside-air-damper for proper stroke and interlock with return-air dampers.

M. Check controls for correct sequencing of heating, mixing dampers, refrigeration, and normal and emergency shutdown.

PART 5 OPERATING AND MAINTENANCE TRAINING

A. Provide services of manufacturer's service representative to instruct Owner's personnel in operation and maintenance of rooftop units. Training shall include start-up and shut-down, servicing and preventative maintenance schedule and procedures, and troubleshooting procedures plus procedures for obtaining repair parts and technical assistance. Review operating and maintenance data contained in the Operating and Maintenance Manuals.

**BIDDING & CONTRACT
REQUIREMENTS
SECTION 1 – BID FORM 1**

SECTION 1

BID TO: **SEALED BID REMOVAL & REPLACEMENT OF HVAC ROOFTOP UNITS**
Gateway Center Administrative Offices
One Gateway Drive
Collinsville, IL 62234

BID FROM: _____

DATE: _____

BIDDER'S ADDRESS: _____

EMAIL ADDRESS: _____ **TELEPHONE NUMBER:** _____

THE UNDERSIGNED:

1. Acknowledges receipt of:

- A. Receipt of HVAC Removal and Installation HVAC Rooftop Units specifications.
- B. Addenda (if applicable):
No. _____ No. _____ No. _____ No. _____
- C. Has examined the site and all bidding documentation and shall be responsible for performing all work specifically required of bidder.

2. Agrees:

- A. To hold this bid open until 90 calendar days after bid opening date or as otherwise noted.
- B. To enter into and execute a contract with the Owner, if awarded, on the basis of this bid and in connection therewith to:
 - 1. Furnish Proof of Insurance as required by the bidding documents.
 - 2. Accomplish all of the work in accordance with the Contract.
 - 3. Complete the work within the contract time herein specified.
 - 4. In submitting this bid it is understood that the right is reserved by the Owner to reject any or all bids.
 - 5. Enter into a Project Labor Agreement.

SECTION 2

BASE BID – HVAC

Bidder agrees to provide all labor and materials to perform all work shown or specified for Base Bid in the bidding documents.

_____ DOLLARS \$ (_____)

ALTERNATES

- A. An alternate is defined as an amount proposed by Bidders and stated on their Bid that will be added to the Base Bid amount if the Owner decides to accept a corresponding change in either scope of work or in products, materials, equipment, systems or installation methods described in the Contract Documents.
- B. Immediately following award of Contract, the Contractor shall prepare and distribute to each party involved, notification of the status of each alternate. Indicate whether alternates have been accepted, rejected, or deferred for consideration at a later date. Include a complete description of negotiated modifications to alternates, if any.
- C. Include as part of each alternate, miscellaneous devices, appurtenances and similar items incidental to or required for a complete installation whether or not mentioned as part of the alternate.
- D. The Contractor shall submit a price for each of the scheduled Alternates. Alternates may require the work of more than one trade. The contractor shall coordinate prices to include all costs so that no additional costs shall be borne by the Owner due to the acceptance of additive or deductive alternates.
- E. All additional costs to the Contractor due to the inclusion of Alternates shall be included in the amount to be added to the Contract Sum, including, without limitation, all labor, materials, equipment, supervision, taxes, overhead and profit, so that no additional costs shall be borne by the Owner due to the inclusion of the additive Alternates.

ALTERNATE No. 1

Installation of Variable Speed Drives on all units. A shaft ground ring should be included.

_____ DOLLARS \$ (_____)

ALTERNATE No. 2

Adding a 5-10 year parts warranty.

_____ DOLLARS \$(_____)

BASE BID AMOUNT ONLY: \$ _____

TOTAL AMOUNT OF ALTERNATES NO. 1 & 2: \$ _____

TOTAL BID AMOUNT (Base Bid plus Alternates 1 & 2): \$ _____

The Collinsville Metropolitan Exposition Auditorium and Office Building Authority will award the project based upon the Base Bid Amount. Alternates will not be used in basis of contract award and may be accepted only from the successful bidder as determined by the base bid.

SECTION 3

INSURANCE:

- A. Contractors may not commence work under the contract until he has obtained insurance as specified here, nor shall the Contractor allow any Subcontractors to commence work or any portion of the work unless all insurance required by the subcontractor has been similarly approved by the Contractor. Contractor is required to provide an Installation Floater at an estimated job cost of \$56,000.
- B. Subcontractors Insurance: The Contractor shall require Subcontractors, if any, not protected under the Contractor's insurance policies to take out and maintain insurance of the same nature and in the same amounts as required of the Contractor for Comprehensive General Liability. Subcontractors shall also be of the Contractor on all vehicles operated by each subcontractor on the site of work.
- C. Waiver of Subrogation and Release: With respect to all insurance as required to be maintained by the Contractor and/or Subcontractor as set forth herein. Contractor hereby releases and waives, on behalf of themselves and their respective insurers, any and all rights to recovery against the Owner and its representatives, for loss or damage to contractor or any subcontractor or any third party to extent that such loss or damage is insured against or under any applicable insurance policy.
- D. Insured Parties: All of the insurance policies required to be obtained by Contractor and subcontractors set forth herein (except Workman Compensation Insurance) shall name Owner as additional insured on a primary basis.
- E. Certificates of Insurance: Prior to commencement of any work, and within (15) business days after receipt of NOTICE OF BID AWARD, the Contractor shall cause to be delivered to Owner's Representative, for their review and approval (1) copy of each Certificate of Insurance from the insurer, evidencing that all of the above described insurance has been obtained by Contractor and all subcontractors. All of such Certificate of Insurance shall (1) specify that the respective insurance policies shall not be canceled, modified or amended without and until sixty (60) days advance written notice issued to Owner, (2) contain a specified acknowledgement of the Agreement and the Contractual liability indemnification obligation of the insurers herein, (3) evidence the additional insured on a primary basis on the respective policies, (4) evidence the coverage amounts, deductibles and limits of each policy, (5) evidence the Waiver of Subrogation

**BIDDING & CONTRACT
REQUIREMENTS
SECTION 3**

endorsement in favor of the Owner, to be on a primary basis, and (6) state the type of insuring agreement to be on an Occurrence basis. Claims made coverage is not acceptable.

- F. Indemnity Agreement: The Contractor agrees that it will save and keep harmless the Owner from any and all claims that may arise on the part of any of said Contractor's employees, agents, servants by reason of injury, death or any claim while in pursuit of the Contractor's obligations under this contract, and that all employees of the Contractor shall in no way be construed to be employees of the Owner.
- G. The cost of providing insurance specified herein shall be included in the bid price submitted by the Contractor for this project. It shall be the Contractor's sole responsibility to notify its insurance carrier of the requirements of these conditions and of the entire contract documents.

Comprehensive Automobile Liability:

- A. Required Minimum Insurance Coverage
 - 1. \$1,000,000 Combined single limit BI/PD
 - 2. \$2,000 Medical Payments
- B. Each Contractor shall purchase and maintain Comprehensive Auto Liability insurance for all owned, non owned and hired vehicles under control of their Contractor or its Subcontractors.

Worker's Compensation:

- A. Required Minimum Insurance Coverage
 - 1. Statutory Limits
 - 2. Employer's Liability: \$1,000,000 Combines Single Limit for Bodily Injury and Property Damage per occurrence.
- B. Each Contractor shall purchase and maintain Worker's Compensation Insurance for all of its employees employed at the site of the project. Coverage in accordance with the Worker's Compensation Act of the State of Illinois shall be provided for all operations. In case any work is sublet, the Contractor shall require Subcontractor to similarly provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by the Contractor or any Subcontractors engaged in work under the Worker's Compensation Act, the Contractor shall provide, and shall cause said Subcontractor to provide any

**BIDDING & CONTRACT
REQUIREMENTS
SECTION 3**

such employees with Employer's Liability Insurance for the protection of said employees.

Comprehensive General Liability:

- A. Require Minimum Insurance Coverage:
 - 1. \$2,000,000 General Aggregate
 - 2. \$2,000,000 Products & Completed Operations
 - 3. \$1,000,000 Personal & Advertising Injury
 - 4. \$1,000,000 Each Occurrence Limit
 - 5. \$50,000 Fire Damage Limit
 - 6. \$5,000 Medical Payments
- B. Each Contractor shall purchase and maintain Comprehensive General Liability Insurance with Premises and Operations coverage insuring against claims and damages because of Bodily injury and property damage in or about the project site and/or related, directly or indirectly, to the work. Insurance coverage must be on occurrence basis. Claims made coverage is not acceptable.
- C. Insurance Covering Special Hazards: The following special hazards shall be covered by the Contractor, by rider or endorsement to the Comprehensive General Liability Insurance policies hereinabove required (or by separate policies of insurance) in amounts as specified hereinabove.
 - 1. Damage to Underground Utilities.
 - 2. Trucking and Motor Vehicle Operations.
 - 3. Owner's Protective Liability Insurance (Independent Contactor Coverage)
 - 4. Product Completed Operations Hazards.
 - 5. Any other hazards involved in the Work performed under the contract, which in the opinion of the Owner, at any time during the contract period, appears to be sufficiently dangerous to require special insurance.

Umbrella/Excess Liability Coverage:

- A. All Contractor/Subcontractors are required to purchase or have in force Umbrella/Excess Liability Coverage in the amount of \$1,000,000. The policy should be structured as follows:
 - 1. The policy shall run for the term of the project a certificate of insurance shall be issued for the project term.

**BIDDING & CONTRACT
REQUIREMENTS
SECTION 3**

2. \$10,000 is the maximum self-insured retention (SIR) allowed.
3. The schedule of underlying insurance shall encompass all primary lines of coverage including General Liability, Employer's Liability, and Auto Liability.

SECTION 4

Bidders shall identify the business names and addresses of all subcontractors below:

1. _____

2. _____

3. _____

4. _____

SECTION 5

Bidder shall identify any materials that are not domestic materials such as copper tubing and/or components “under pressure” below:

COMMENT: Bidder will be required to furnish Mill Test Report if any materials are manufactured outside of the United States. Must meet ISO 9000 standards and be certified.

Bidders shall provide the seer rating for HVAC Rooftop Units included in bid._____

**BIDDING & CONTRACT
REQUIREMENTS
SECTION 1 – BID FORM 1**

SECTION 1

BID TO: SEALED BID REMOVAL & REPLACEMENT OF HVAC ROOFTOP UNITS
Gateway Center Administrative Offices
One Gateway Drive
Collinsville, IL 62234

BID FROM: CCK Heating and Cooling, Inc.
DATE: 10-20-2014

BIDDER'S ADDRESS: 1116 Galaxy Dr.
Lebanon, IL 62254-2725

EMAIL ADDRESS: kshowalter@cckheating.com **TELEPHONE NUMBER:** (618) 537-8888

THE UNDERSIGNED:

1. Acknowledges receipt of:

- A. Receipt of HVAC Removal and Installation HVAC Rooftop Units specifications.
- B. Addenda (if applicable):
No. 1 No. 2 No. _____ No. _____
- C. Has examined the site and all bidding documentation and shall be responsible for performing all work specifically required of bidder.

2. Agrees:

- A. To hold this bid open until 90 calendar days after bid opening date or as otherwise noted.
- B. To enter into and execute a contract with the Owner, if awarded, on the basis of this bid and in connection therewith to:
 - 1. Furnish Proof of Insurance as required by the bidding documents.
 - 2. Accomplish all of the work in accordance with the Contract.
 - 3. Complete the work within the contract time herein specified.
 - 4. In submitting this bid it is understood that the right is reserved by the Owner to reject any or all bids.
 - 5. Enter into a Project Labor Agreement.

**BIDDING & CONTRACT
REQUIREMENTS
SECTION 2 - BID FORM 2**

SECTION 2

BASE BID – HVAC

Bidder agrees to provide all labor and materials to perform all work shown or specified for Base Bid in the bidding documents.

eighty five thousand three hundred and 00/100 DOLLARS \$ (85,300.⁰⁰)

ALTERNATES

- A. An alternate is defined as an amount proposed by Bidders and stated on their Bid that will be added to the Base Bid amount if the Owner decides to accept a corresponding change in either scope of work or in products, materials, equipment, systems or installation methods described in the Contract Documents.
- B. Immediately following award of Contract, the Contractor shall prepare and distribute to each party involved, notification of the status of each alternate. Indicate whether alternates have been accepted, rejected, or deferred for consideration at a later date. Include a complete description of negotiated modifications to alternates, if any.
- C. Include as part of each alternate, miscellaneous devices, appurtenances and similar items incidental to or required for a complete installation whether or not mentioned as part of the alternate.
- D. The Contractor shall submit a price for each of the scheduled Alternates. Alternates may require the work of more than one trade. The contractor shall coordinate prices to include all costs so that no additional costs shall be borne by the Owner due to the acceptance of additive or deductive alternates.
- E. All additional costs to the Contractor due to the inclusion of Alternates shall be included in the amount to be added to the Contract Sum, including, without limitation, all labor, materials, equipment, supervision, taxes, overhead and profit, so that no additional costs shall be borne by the Owner due to the inclusion of the additive Alternates.

ALTERNATE No. 1

Installation of Variable Speed Drives on all units. A shaft ground ring should be included. Variable speed drives shall be installed as part of the manufacturer's unit and not an add-on. VSD's shall be BACnet compatible

Thirteen thousand five hundred and 00/100 DOLLARS \$ (13,500.⁰⁰)

ALTERNATE No. 2

Adding a 5-10 year parts warranty.

eight hundred and 00/100 DOLLARS \$ 800.00) \$8,000.00 CMW

BASE BID AMOUNT ONLY:

\$ 85,300.00

TOTAL AMOUNT OF ALTERNATES NO. 1 & 2:

\$ 14,300.00

TOTAL BID AMOUNT (Base Bid plus Alternates 1 & 2):

\$ 99,600.00

The Collinsville Metropolitan Exposition Auditorium and Office Building Authority will award the project based upon the Base Bid Amount. Alternates will not be used in basis of contract award and may be accepted only from the successful bidder as determined by the base bid.

**BIDDING & CONTRACT
REQUIREMENTS
SECTION 3**

SECTION 3

INSURANCE:

- A. Contractors may not commence work under the contract until he has obtained insurance as specified here, nor shall the Contractor allow any Subcontractors to commence work or any portion of the work unless all insurance required by the subcontractor has been similarly approved by the Contractor. Contractor is required to provide an Installation Floater at an estimated job cost of \$56,000.
- B. Subcontractors Insurance: The Contractor shall require Subcontractors, if any, not protected under the Contractor's insurance policies to take out and maintain insurance of the same nature and in the same amounts as required of the Contractor for Comprehensive General Liability. Subcontractors shall also be of the Contractor on all vehicles operated by each subcontractor on the site of work.
- C. Waiver of Subrogation and Release: With respect to all insurance as required to be maintained by the Contractor and/or Subcontractor as set forth herein. Contractor hereby releases and waives, on behalf of themselves and their respective insurers, any and all rights to recovery against the Owner and its representatives, for loss or damage to contractor or any subcontractor or any third party to extent that such loss or damage is insured against or under any applicable insurance policy.
- D. Insured Parties: All of the insurance policies required to be obtained by Contractor and subcontractors set forth herein (except Workman Compensation Insurance) shall name Owner as additional insured on a primary basis.
- E. Certificates of Insurance: Prior to commencement of any work, and within (15) business days after receipt of NOTICE OF BID AWARD, the Contractor shall cause to be delivered to Owner's Representative, for their review and approval (1) copy of each Certificate of Insurance from the insurer, evidencing that all of the above described insurance has been obtained by Contractor and all subcontractors. All of such Certificate of Insurance shall (1) specify that the respective insurance policies shall not be canceled, modified or amended without and until sixty (60) days advance written notice issued to Owner, (2) contain a specified acknowledgement of the Agreement and the Contractual liability indemnification obligation of the insurers herein, (3) evidence the additional insured on a primary basis on the respective policies, (4) evidence the coverage amounts, deductibles and limits of each policy, (5) evidence the Waiver of Subrogation

**BIDDING & CONTRACT
REQUIREMENTS
SECTION 3**

endorsement in favor of the Owner, to be on a primary basis, and (6) state the type of insuring agreement to be on an Occurrence basis. Claims made coverage is not acceptable.

- F. Indemnity Agreement: The Contractor agrees that it will save and keep harmless the Owner from any and all claims that may arise on the part of any of said Contractor's employees, agents, servants by reason of injury, death or any claim while in pursuit of the Contractor's obligations under this contract, and that all employees of the Contractor shall in no way be construed to be employees of the Owner.
- G. The cost of providing insurance specified herein shall be included in the bid price submitted by the Contractor for this project. It shall be the Contractor's sole responsibility to notify its insurance carrier of the requirements of these conditions and of the entire contract documents.

Comprehensive Automobile Liability:

- A. Required Minimum Insurance Coverage
 - 1. \$1,000,000 Combined single limit BI/PD
 - 2. \$2,000 Medical Payments
- B. Each Contractor shall purchase and maintain Comprehensive Auto Liability insurance for all owned, non owned and hired vehicles under control of their Contractor or its Subcontractors.

Worker's Compensation:

- A. Required Minimum Insurance Coverage
 - 1. Statutory Limits
 - 2. Employer's Liability: \$1,000,000 Combines Single Limit for Bodily Injury and Property Damage per occurrence.
- B. Each Contractor shall purchase and maintain Worker's Compensation Insurance for all of its employees employed at the site of the project. Coverage in accordance with the Worker's Compensation Act of the State of Illinois shall be provided for all operations. In case any work is sublet, the Contractor shall require Subcontractor to similarly provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by the Contractor or any Subcontractors engaged in work under the Worker's Compensation Act, the Contractor shall provide, and shall cause said Subcontractor to provide any

**BIDDING & CONTRACT
REQUIREMENTS
SECTION 3**

such employees with Employer's Liability Insurance for the protection of said employees.

Comprehensive General Liability:

- A. Require Minimum Insurance Coverage:
 - 1. \$2,000,000 General Aggregate
 - 2. \$2,000,000 Products & Completed Operations
 - 3. \$1,000,000 Personal & Advertising Injury
 - 4. \$1,000,000 Each Occurrence Limit
 - 5. \$50,000 Fire Damage Limit
 - 6. \$5,000 Medical Payments
- B. Each Contractor shall purchase and maintain Comprehensive General Liability Insurance with Premises and Operations coverage insuring against claims and damages because of Bodily injury and property damage in or about the project site and/or related, directly or indirectly, to the work. Insurance coverage must be on occurrence basis. Claims made coverage is not acceptable.
- C. Insurance Covering Special Hazards: The following special hazards shall be covered by the Contractor, by rider or endorsement to the Comprehensive General Liability Insurance policies hereinabove required (or by separate policies of insurance) in amounts as specified hereinabove.
 - 1. Damage to Underground Utilities.
 - 2. Trucking and Motor Vehicle Operations.
 - 3. Owner's Protective Liability Insurance (Independent Contactor Coverage)
 - 4. Product Completed Operations Hazards.
 - 5. Any other hazards involved in the Work performed under the contract, which in the opinion of the Owner, at any time during the contract period, appears to be sufficiently dangerous to require special insurance.

Umbrella/Excess Liability Coverage:

- A. All Contractor/Subcontractors are required to purchase or have in force Umbrella/Excess Liability Coverage in the amount of \$1,000,000. The policy should be structured as follows:
 - 1. The policy shall run for the term of the project a certificate of insurance shall be issued for the project term.

**BIDDING & CONTRACT
REQUIREMENTS
SECTION 3**

2. \$10,000 is the maximum self-insured retention (SIR) allowed.
3. The schedule of underlying insurance shall encompass all primary lines of coverage including General Liability, Employer's Liability, and Auto Liability.

SECTION 4

Bidders shall identify the business names and addresses of all subcontractors below:

1. Glaenger Electric, Inc.
10 Empire Drive
Belleville, IL 62220

2. St Louis Helicopter
7000 Airport Drive Ste 204
Sellersburg, IN 47172

3. Miller & Assoc Testing & Balancing
7947 Big Bend Blvd
St Louis, MO 63119

4. Siemens Industry, Inc.
11612 Lilburn Park Road
St. Louis, MO 63146

5. Trane U.S., Inc.
101 Matrix Commons Drive
Fenton, MO 63026

**BIDDING & CONTRACT
REQUIREMENTS
SECTION 5- BID FORM 4**

SECTION 5

Bidder shall identify any materials that are not domestic materials such as copper tubing and/or components "under pressure" below:

N/A

COMMENT: Bidder will be required to furnish Mill Test Report if any materials are manufactured outside of the United States. Must meet ISO 9000 standards and be certified.

Bidders shall provide the seer rating for HVAC Rooftop Units included in bid. 11 eer



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
10/16/2014

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

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

| | | | |
|--|-----------|---|------------------------|
| PRODUCER FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060 | | CONTACT NAME: CLIENT CONTACT CENTER PHONE (A/C, Ho, Ext): 888-333-4949 FAX (A/C, No): 507-448-4884 E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM | |
| | | INSURER(S) AFFORDING COVERAGE INSURER A: FEDERATED MUTUAL INSURANCE COMPANY | NAIC # 13935 |
| INSURED C & K HEATING & COOLING INC 1116 GALAXY DR LEBANON, IL 62254 | 240-022-4 | INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: | |

COVERAGES

CERTIFICATE NUMBER: 13

REVISION NUMBER: 0

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVR | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|---|
| A | GENERAL LIABILITY | | | 9427503 | 04/01/2014 | 04/01/2015 | EACH OCCURRENCE |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Per occurrence) |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | N | N | | | | MED EXP (Any one person) |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PERSONAL & ADV INJURY |
| | <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOG | | | | | | GENERAL AGGREGATE |
| A | AUTOMOBILE LIABILITY | | | 9427503 | 04/01/2014 | 04/01/2015 | COMBINED SINGLE LIMIT (Per accident) |
| | <input checked="" type="checkbox"/> ANY AUTO | | | | | | BODILY INJURY (Per person) |
| | <input type="checkbox"/> ALL OWNED AUTOS | N | N | | | | BODILY INJURY (Per accident) |
| | <input type="checkbox"/> HIRED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB | | | 9427505 | 04/01/2014 | 04/01/2015 | EACH OCCURRENCE |
| | <input type="checkbox"/> EXCESS LIAB | N | N | | | | AGGREGATE |
| | <input type="checkbox"/> DED <input type="checkbox"/> RETENTION | | | | | | |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | 9427508 | 04/01/2014 | 04/01/2015 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | Y / N | N / A | | | | OTH-ER |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. EACH ACCIDENT |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE |
| | | | | | | | E.L. DISEASE - POLICY LIMIT |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: PHASE 4 - ROOF TOP REPLACEMENTS

PER OCCURRENCE - \$980,000, AT ANY ONE PREMISES OF INSTALLATION OR TEMPORARY STORAGE \$56,000

CERTIFICATE HOLDER

CANCELLATION

| | | |
|--|------|--|
| 240-022-4 GATEWAY CENTER 1 GATEWAY DR COLLINSVILLE, IL 62234-6107 | 13 0 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | | AUTHORIZED REPRESENTATIVE |

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BIDDING & CONTRACT
REQUIREMENTS
SECTION 1 – BID FORM 1

SECTION 1

BID TO: SEALED BID REMOVAL & REPLACEMENT OF HVAC ROOFTOP UNITS
Gateway Center Administrative Offices
One Gateway Drive
Collinsville, IL 62234

BID FROM: A & H Mechanical

DATE: 10/20/2014

BIDDER'S ADDRESS: PO Box 38
Collinsville, IL 62234

EMAIL ADDRESS: ahmechanica@aol.com TELEPHONE NUMBER: 618/874-5588

THE UNDERSIGNED:

1. Acknowledges receipt of:

- A. Receipt of HVAC Removal and Installation HVAC Rooftop Units specifications.
- B. Addenda (if applicable):
No. 1 No. 2 No. _____ No. _____
- C. Has examined the site and all bidding documentation and shall be responsible for performing all work specifically required of bidder.

2. Agrees:

- A. To hold this bid open until 90 calendar days after bid opening date or as otherwise noted.
- B. To enter into and execute a contract with the Owner, if awarded, on the basis of this bid and in connection therewith to:
 - 1. Furnish Proof of Insurance as required by the bidding documents.
 - 2. Accomplish all of the work in accordance with the Contract.
 - 3. Complete the work within the contract time herein specified.
 - 4. In submitting this bid it is understood that the right is reserved by the Owner to reject any or all bids.
 - 5. Enter into a Project Labor Agreement.

BIDDING & CONTRACT
REQUIREMENTS
SECTION 2 - BID FORM 2

SECTION 2

BASE BID – HVAC

Bidder agrees to provide all labor and materials to perform all work shown or specified for Base Bid in the bidding documents.

Eighty Six Thousand
One Hundred Forty DOLLARS \$ (86,140.⁰⁰)

ALTERNATES

- A. An alternate is defined as an amount proposed by Bidders and stated on their Bid that will be added to the Base Bid amount if the Owner decides to accept a corresponding change in either scope of work or in products, materials, equipment, systems or installation methods described in the Contract Documents.
- B. Immediately following award of Contract, the Contractor shall prepare and distribute to each party involved, notification of the status of each alternate. Indicate whether alternates have been accepted, rejected, or deferred for consideration at a later date. Include a complete description of negotiated modifications to alternates, if any.
- C. Include as part of each alternate, miscellaneous devices, appurtenances and similar items incidental to or required for a complete installation whether or not mentioned as part of the alternate.
- D. The Contractor shall submit a price for each of the scheduled Alternates. Alternates may require the work of more than one trade. The contractor shall coordinate prices to include all costs so that no additional costs shall be borne by the Owner due to the acceptance of additive or deductive alternates.
- E. All additional costs to the Contractor due to the inclusion of Alternates shall be included in the amount to be added to the Contract Sum, including, without limitation, all labor, materials, equipment, supervision, taxes, overhead and profit, so that no additional costs shall be borne by the Owner due to the inclusion of the additive Alternates.

ALTERNATE No. 1

Installation of Variable Speed Drives on all units. A shaft ground ring should be included. Variable speed drives shall be installed as part of the manufacturer's unit and not an add-on. VSD's shall be BACnet compatible.

Fifteen Thousand
Three Hundred Twenty DOLLARS \$ (15,320.⁰⁰)

ALTERNATE No. 2

Adding a 5-10 year parts warranty.

Eight Thousand Six Hundred Seventy / 100 DOLLARS \$(8,670.00)

BASE BID AMOUNT ONLY: \$ 86,140.00

TOTAL AMOUNT OF ALTERNATES NO. 1 & 2: \$ 23,990.00

TOTAL BID AMOUNT (Base Bid plus Alternates 1 & 2): \$ 110,130.00

The Collinsville Metropolitan Exposition Auditorium and Office Building Authority will award the project based upon the Base Bid Amount. Alternates will not be used in basis of contract award and may be accepted only from the successful bidder as determined by the base bid.

**BIDDING & CONTRACT
REQUIREMENTS
SECTION 3**

SECTION 3

INSURANCE:

- A. Contractors may not commence work under the contract until he has obtained insurance as specified here, nor shall the Contractor allow any Subcontractors to commence work or any portion of the work unless all insurance required by the subcontractor has been similarly approved by the Contractor. Contractor is required to provide an Installation Floater at an estimated job cost of \$56,000.
- B. Subcontractors Insurance: The Contractor shall require Subcontractors, if any, not protected under the Contractor's insurance policies to take out and maintain insurance of the same nature and in the same amounts as required of the Contractor for Comprehensive General Liability. Subcontractors shall also be of the Contractor on all vehicles operated by each subcontractor on the site of work.
- C. Waiver of Subrogation and Release: With respect to all insurance as required to be maintained by the Contractor and/or Subcontractor as set forth herein. Contractor hereby releases and waives, on behalf of themselves and their respective insurers, any and all rights to recovery against the Owner and its representatives, for loss or damage to contractor or any subcontractor or any third party to extent that such loss or damage is insured against or under any applicable insurance policy.
- D. Insured Parties: All of the insurance policies required to be obtained by Contractor and subcontractors set forth herein (except Workman Compensation Insurance) shall name Owner as additional insured on a primary basis.
- E. Certificates of Insurance: Prior to commencement of any work, and within (15) business days after receipt of NOTICE OF BID AWARD, the Contractor shall cause to be delivered to Owner's Representative, for their review and approval (1) copy of each Certificate of Insurance from the insurer, evidencing that all of the above described insurance has been obtained by Contractor and all subcontractors. All of such Certificate of Insurance shall (1) specify that the respective insurance policies shall not be canceled, modified or amended without and until sixty (60) days advance written notice issued to Owner, (2) contain a specified acknowledgement of the Agreement and the Contractual liability indemnification obligation of the insurers herein, (3) evidence the additional insured on a primary basis on the respective policies, (4) evidence the coverage amounts, deductibles and limits of each policy, (5) evidence the Waiver of Subrogation

**BIDDING & CONTRACT
REQUIREMENTS
SECTION 3**

endorsement in favor of the Owner, to be on a primary basis, and (6) state the type of insuring agreement to be on an Occurrence basis. Claims made coverage is not acceptable.

- F. Indemnity Agreement: The Contractor agrees that it will save and keep harmless the Owner from any and all claims that may arise on the part of any of said Contractor's employees, agents, servants by reason of injury, death or any claim while in pursuit of the Contractor's obligations under this contract, and that all employees of the Contractor shall in no way be construed to be employees of the Owner.
- G. The cost of providing insurance specified herein shall be included in the bid price submitted by the Contractor for this project. It shall be the Contractor's sole responsibility to notify its insurance carrier of the requirements of these conditions and of the entire contract documents.

Comprehensive Automobile Liability:

- A. Required Minimum Insurance Coverage
 - 1. \$1,000,000 Combined single limit BI/PD
 - 2. \$2,000 Medical Payments
- B. Each Contractor shall purchase and maintain Comprehensive Auto Liability insurance for all owned, non owned and hired vehicles under control of their Contractor or its Subcontractors.

Worker's Compensation:

- A. Required Minimum Insurance Coverage
 - 1. Statutory Limits
 - 2. Employer's Liability: \$1,000,000 Combines Single Limit for Bodily Injury and Property Damage per occurrence.
- B. Each Contractor shall purchase and maintain Worker's Compensation Insurance for all of its employees employed at the site of the project. Coverage in accordance with the Worker's Compensation Act of the State of Illinois shall be provided for all operations. In case any work is sublet, the Contractor shall require Subcontractor to similarly provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by the Contractor or any Subcontractors engaged in work under the Worker's Compensation Act, the Contractor shall provide, and shall cause said Subcontractor to provide any

**BIDDING & CONTRACT
REQUIREMENTS
SECTION 3**

such employees with Employer's Liability Insurance for the protection of said employees.

Comprehensive General Liability:

- A. Require Minimum Insurance Coverage:
 - 1. \$2,000,000 General Aggregate
 - 2. \$2,000,000 Products & Completed Operations
 - 3. \$1,000,000 Personal & Advertising Injury
 - 4. \$1,000,000 Each Occurrence Limit
 - 5. \$50,000 Fire Damage Limit
 - 6. \$5,000 Medical Payments
- B. Each Contractor shall purchase and maintain Comprehensive General Liability Insurance with Premises and Operations coverage insuring against claims and damages because of Bodily injury and property damage in or about the project site and/or related, directly or indirectly, to the work. Insurance coverage must be on occurrence basis. Claims made coverage is not acceptable.
- C. Insurance Covering Special Hazards: The following special hazards shall be covered by the Contractor, by rider or endorsement to the Comprehensive General Liability Insurance policies hereinabove required (or by separate policies of insurance) in amounts as specified hereinabove.
 - 1. Damage to Underground Utilities.
 - 2. Trucking and Motor Vehicle Operations.
 - 3. Owner's Protective Liability Insurance (Independent Contactor Coverage)
 - 4. Product Completed Operations Hazards.
 - 5. Any other hazards involved in the Work performed under the contract, which in the opinion of the Owner, at any time during the contract period, appears to be sufficiently dangerous to require special insurance.

Umbrella/Excess Liability Coverage:

- A. All Contractor/Subcontractors are required to purchase or have in force Umbrella/Excess Liability Coverage in the amount of \$1,000,000. The policy should be structured as follows:
 - 1. The policy shall run for the term of the project a certificate of insurance shall be issued for the project term.

**BIDDING & CONTRACT
REQUIREMENTS
SECTION 3**

2. \$10,000 is the maximum self-insured retention (SIR) allowed.
3. The schedule of underlying insurance shall encompass all primary lines of coverage including General Liability, Employer's Liability, and Auto Liability.

SECTION 4

Bidders shall identify the business names and addresses of all subcontractors below:

1. Russ Erlinger Crane Service
1117 Galaxy Drive
Lebanon. IL 62254

2. Pyramid Electric
300 Monticello Place
Fairview Heights. IL 62208

3. Miller & Assoc. Test and Balance
7947 Big Bend Blvd.
St. Louis. Mo 63119

4. Siemens Industries
11612 Lilburn Park
St. Louis. Mo 63146

SECTION 5

Bidder shall identify any materials that are not domestic materials such as copper tubing and/or components “under pressure” below:

 N/A

COMMENT: Bidder will be required to furnish Mill Test Report if any materials are manufactured outside of the United States. Must meet ISO 9000 standards and be certified.

Bidders shall provide the seer rating for HVAC Rooftop Units included in bid. //

BIDDING & CONTRACT
REQUIREMENTS
SECTION 1 – BID FORM 1

SECTION 1

BID TO: SEALED BID REMOVAL & REPLACEMENT OF HVAC ROOFTOP UNITS
Gateway Center Administrative Offices
One Gateway Drive
Collinsville, IL 62234

BID FROM: BELLEVILLE MECHANICAL INC

DATE: OCTOBER 20 2014

BIDDER'S ADDRESS: 2103 MASCOUTAH AVE

BELLEVILLE , ILLINOIS

EMAIL ADDRESS: info@bellevillemechanical.com **TELEPHONE NUMBER:** 618-233-0970

THE UNDERSIGNED:

1. Acknowledges receipt of:

- A. Receipt of HVAC Removal and Installation HVAC Rooftop Units specifications.
- B. Addenda (if applicable):
No. 1 No. 2 No. No.
- C. Has examined the site and all bidding documentation and shall be responsible for performing all work specifically required of bidder.

2. Agrees:

- A. To hold this bid open until 90 calendar days after bid opening date or as otherwise noted.
- B. To enter into and execute a contract with the Owner, if awarded, on the basis of this bid and in connection therewith to:
 - 1. Furnish Proof of Insurance as required by the bidding documents.
 - 2. Accomplish all of the work in accordance with the Contract.
 - 3. Complete the work within the contract time herein specified.
 - 4. In submitting this bid it is understood that the right is reserved by the Owner to reject any or all bids.
 - 5. Enter into a Project Labor Agreement.

**BIDDING & CONTRACT
REQUIREMENTS
SECTION 2 - BID FORM 2**

SECTION 2

BASE BID – HVAC

Bidder agrees to provide all labor and materials to perform all work shown or specified for Base Bid in the bidding documents.

NINETY NINE THOUSAND FOUR HUNDRED DOLLARS \$(99,400.00)

ALTERNATES

- A. An alternate is defined as an amount proposed by Bidders and stated on their Bid that will be added to the Base Bid amount if the Owner decides to accept a corresponding change in either scope of work or in products, materials, equipment, systems or installation methods described in the Contract Documents.
- B. Immediately following award of Contract, the Contractor shall prepare and distribute to each party involved, notification of the status of each alternate. Indicate whether alternates have been accepted, rejected, or deferred for consideration at a later date. Include a complete description of negotiated modifications to alternates, if any.
- C. Include as part of each alternate, miscellaneous devices, appurtenances and similar items incidental to or required for a complete installation whether or not mentioned as part of the alternate.
- D. The Contractor shall submit a price for each of the scheduled Alternates. Alternates may require the work of more than one trade. The contractor shall coordinate prices to include all costs so that no additional costs shall be borne by the Owner due to the acceptance of additive or deductive alternates.
- E. All additional costs to the Contractor due to the inclusion of Alternates shall be included in the amount to be added to the Contract Sum, including, without limitation, all labor, materials, equipment, supervision, taxes, overhead and profit, so that no additional costs shall be borne by the Owner due to the inclusion of the additive Alternates.

ALTERNATE No. 1

Installation of Variable Speed Drives on all units. A shaft ground ring should be included. Variable speed drives shall be installed as part of the manufacturer's unit and not an add-on. VSD's shall be BACnet compatible

FIFTEEN THOUSAND FOUR HUNDRED AND TWENTY DOLLARS \$(15,420.00)

ALTERNATE No. 2

Adding a 5-10 year parts warranty.

ELEVEN THOUSAND SEVEN HUNDRED DOLLARS \$(11,700.00)

BASE BID AMOUNT ONLY: \$ 99,400.00

TOTAL AMOUNT OF ALTERNATES NO. 1 & 2: \$ 27,120.00

TOTAL BID AMOUNT (Base Bid plus Alternates 1 & 2): \$ 126,520.00

The Collinsville Metropolitan Exposition Auditorium and Office Building Authority will award the project based upon the Base Bid Amount. Alternates will not be used in basis of contract award and may be accepted only from the successful bidder as determined by the base bid.

SECTION 3

INSURANCE:

- A. Contractors may not commence work under the contract until he has obtained insurance as specified here, nor shall the Contractor allow any Subcontractors to commence work or any portion of the work unless all insurance required by the subcontractor has been similarly approved by the Contractor. Contractor is required to provide an Installation Floater at an estimated job cost of \$56,000.
- B. Subcontractors Insurance: The Contractor shall require Subcontractors, if any, not protected under the Contractor's insurance policies to take out and maintain insurance of the same nature and in the same amounts as required of the Contractor for Comprehensive General Liability. Subcontractors shall also be of the Contractor on all vehicles operated by each subcontractor on the site of work.
- C. Waiver of Subrogation and Release: With respect to all insurance as required to be maintained by the Contractor and/or Subcontractor as set forth herein. Contractor hereby releases and waives, on behalf of themselves and their respective insurers, any and all rights to recovery against the Owner and its representatives, for loss or damage to contractor or any subcontractor or any third party to extent that such loss or damage is insured against or under any applicable insurance policy.
- D. Insured Parties: All of the insurance policies required to be obtained by Contractor and subcontractors set forth herein (except Workman Compensation Insurance) shall name Owner as additional insured on a primary basis.
- E. Certificates of Insurance: Prior to commencement of any work, and within (15) business days after receipt of NOTICE OF BID AWARD, the Contractor shall cause to be delivered to Owner's Representative, for their review and approval (1) copy of each Certificate of Insurance from the insurer, evidencing that all of the above described insurance has been obtained by Contractor and all subcontractors. All of such Certificate of Insurance shall (1) specify that the respective insurance policies shall not be canceled, modified or amended without and until sixty (60) days advance written notice issued to Owner, (2) contain a specified acknowledgement of the Agreement and the Contractual liability indemnification obligation of the insurers herein, (3) evidence the additional insured on a primary basis on the respective policies, (4) evidence the coverage amounts, deductibles and limits of each policy, (5) evidence the Waiver of Subrogation

**BIDDING & CONTRACT
REQUIREMENTS
SECTION 3**

endorsement in favor of the Owner, to be on a primary basis, and (6) state the type of insuring agreement to be on an Occurrence basis. Claims made coverage is not acceptable.

- F. Indemnity Agreement: The Contractor agrees that it will save and keep harmless the Owner from any and all claims that may arise on the part of any of said Contractor's employees, agents, servants by reason of injury, death or any claim while in pursuit of the Contractor's obligations under this contract, and that all employees of the Contractor shall in no way be construed to be employees of the Owner.
- G. The cost of providing insurance specified herein shall be included in the bid price submitted by the Contractor for this project. It shall be the Contractor's sole responsibility to notify its insurance carrier of the requirements of these conditions and of the entire contract documents.

Comprehensive Automobile Liability:

- A. Required Minimum Insurance Coverage
 - 1. \$1,000,000 Combined single limit BI/PD
 - 2. \$2,000 Medical Payments
- B. Each Contractor shall purchase and maintain Comprehensive Auto Liability insurance for all owned, non owned and hired vehicles under control of their Contractor or its Subcontractors.

Worker's Compensation:

- A. Required Minimum Insurance Coverage
 - 1. Statutory Limits
 - 2. Employer's Liability: \$1,000,000 Combines Single Limit for Bodily Injury and Property Damage per occurrence.
- B. Each Contractor shall purchase and maintain Worker's Compensation Insurance for all of its employees employed at the site of the project. Coverage in accordance with the Worker's Compensation Act of the State of Illinois shall be provided for all operations. In case any work is sublet, the Contractor shall require Subcontractor to similarly provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by the Contractor or any Subcontractors engaged in work under the Worker's Compensation Act, the Contractor shall provide, and shall cause said Subcontractor to provide any

**BIDDING & CONTRACT
REQUIREMENTS
SECTION 3**

such employees with Employer's Liability Insurance for the protection of said employees.

Comprehensive General Liability:

- A. Require Minimum Insurance Coverage:
 - 1. \$2,000,000 General Aggregate
 - 2. \$2,000,000 Products & Completed Operations
 - 3. \$1,000,000 Personal & Advertising Injury
 - 4. \$1,000,000 Each Occurrence Limit
 - 5. \$50,000 Fire Damage Limit
 - 6. \$5,000 Medical Payments
- B. Each Contractor shall purchase and maintain Comprehensive General Liability Insurance with Premises and Operations coverage insuring against claims and damages because of Bodily injury and property damage in or about the project site and/or related, directly or indirectly, to the work. Insurance coverage must be on occurrence basis. Claims made coverage is not acceptable.
- C. Insurance Covering Special Hazards: The following special hazards shall be covered by the Contractor, by rider or endorsement to the Comprehensive General Liability Insurance policies hereinabove required (or by separate policies of insurance) in amounts as specified hereinabove.
 - 1. Damage to Underground Utilities.
 - 2. Trucking and Motor Vehicle Operations.
 - 3. Owner's Protective Liability Insurance (Independent Contactor Coverage)
 - 4. Product Completed Operations Hazards.
 - 5. Any other hazards involved in the Work performed under the contract, which in the opinion of the Owner, at any time during the contract period, appears to be sufficiently dangerous to require special insurance.

Umbrella/Excess Liability Coverage:

- A. All Contractor/Subcontractors are required to purchase or have in force Umbrella/Excess Liability Coverage in the amount of \$1,000,000. The policy should be structured as follows:
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**BIDDING & CONTRACT
REQUIREMENTS
SECTION 3**

2. \$10,000 is the maximum self-insured retention (SIR) allowed.
3. The schedule of underlying insurance shall encompass all primary lines of coverage including General Liability, Employer's Liability, and Auto Liability.

SECTION 4

Bidders shall identify the business names and addresses of all subcontractors below:

1. PYRAMID ELECTRIC
300 MONTICELLO PLACE
FAIRVIEW HEIGHTS , ILLINOIS 62208

2. SIEMENS BUILDING TECHNOLOGIES
11612 LILBURN PARK
ST. LOUIS MO 63146

3. SENCO SERVICES

4. TRANE COMPANY
101 MATRIXCOMMONS DRIVE
FENTON MO 63026

SECTION 5

Bidder shall identify any materials that are not domestic materials such as copper tubing and/or components “under pressure” below:

COMMENT: Bidder will be required to furnish Mill Test Report if any materials are manufactured outside of the United States. Must meet ISO 9000 standards and be certified.

Bidders shall provide the seer rating for HVAC Rooftop Units included in bid. EER 11



C&K Heating and Cooling, Inc.
1116 Galaxy Drive
Lebanon, Illinois 62254-2725
Phone: (618) 537-8888

Invoice

| Account # | Date | Invoice # |
|-----------|------------|-----------|
| | 12/17/2014 | 10436 |

| Bill To: | Job Location |
|---|---|
| Gateway Center One Gateway Drive Collinsville, IL 62234 US | One Gateway Drive Collinsville, IL 62234 US |

| P.O. No. | Technician | Other | Terms | Due Date |
|----------|------------|-------|----------------|------------|
| | | | Due on receipt | 12/17/2014 |

| Qt | Item | Description | U/M | Each | Each Total |
|----|---------------|---|-----|-----------|------------|
| 1 | New Install-C | GATEWAY CENTER REMOVAL AND REPLACEMENT OF HVAC ROOFTOP UNITS PHASE IV Install three (3) Trane Rooftop Units, Hail Guards, Control Wiring, Line Voltage Wiring, Condensate Piping, Gas Piping, Gas Shut-offs, Painting of Gas Line, Roof Curb Adapters and all Misc. Labor and Material for Installation. | | 98,800.00 | 98,800.00 |

It's been a pleasure working with you! We appreciate your business.

Balance Due \$98,800.00



Telephone 618-345-8998 Facsimile 618-345-9024

PURCHASE ORDER

NO. 9859

Cindy Wark

Employee Name

Oct 23, 2014
Date of Order

Date of Order

Tax Exempt No. E9975-5351-01

Vendor:

C & K Heating And Cooling
1116 Galaxy Drive
Lebanon, IL 62254

Contact Name & Phone Number:

David Bath
(618) 537-9528

Please show Purchase Order Number on all correspondence, original invoices, shipping papers, and packages.

Method of Payment

☐ Pay from P.O.☐ Pay by Credit Card _____

☒ Pay from Invoice

| Item Number | Description | Qty | Unit Price | Total |
|-------------|--|---------|------------|--------|
| | Removal & Installation of (3) units | | | |
| | 2 - 17.5 ton units | } TRANE | | |
| | 1 - 12.5 ton unit | | | |
| - | Units - 3, 4 And 6 | | | |
| | Fall 2014 | | | |
| - | Hailguards included | | | |
| | Base Fee | | \$ | 85,300 |
| | AIT 1-Variable speed drives | | | 13,500 |
| | | | | |
| | | | | |
| | | | | |
| | Total Contract Amount | | \$ | 98,800 |

Approved By Supervisor:

Approved By Executive Director: _____ (Signature)

Date _____

Date \

GATEWAY CENTER
OPERATING ACCOUNT

31049

C & K Heating & Cooling, Inc.

Check Number: 31049

Check Date: Jan 15, 2015

Check Amount: \$98,800.00

Discount Taken Amount Paid

Item to be Paid - Description

10436

98,800.00

PROJECT MANUAL - BID DOCUMENTS

GATEWAY CENTER 2015 ROOF REPLACEMENT

One Gateway Drive
Collinsville IL 62234

Sections 3 and 4

February 24, 2015

Owner



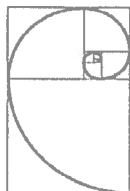
THE COLLINSVILLE METROPOLITAN
EXPOSITION AUDITORIUM
AND OFFICE BUILDING AUTHORITY

Roof Consultant



FORESIGHT SERVICES, INC.
208 Pine Street
Highland, IL 62249

Architect



FORMATION ARCHITECTS, INC.
208 Pine Street
Highland, IL 62249

**Gateway Center
2015 Roof Replacements**



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**GATEWAY CENTER
ROOF REPLACEMENT 2015
COLLINSVILLE, IL
Invitation to Bid**

The Collinsville Metropolitan Exposition Auditorium and Office Building Authority is soliciting bids from qualified bidders for the Roof Replacement of Sections 3 and 4 at Gateway Center, One Gateway Drive, Collinsville, IL 62234

Bid Information

Mandatory Pre-Bid Meeting

All firms that are interested in bidding on this package may obtain bid documents at the mandatory pre-bid meeting to be held Tuesday, February 24, 2015 at 2:00PM. The meeting will begin in the Cahokian Room then proceed to the roof to review the scope of work and allow all bidders the opportunity to view the existing conditions.

The owner reserves the right to award the contract in total for both sections, or only section 3 or only section 4.

Submission Information

Sealed bids will be received until 2:00PM on Wednesday, March 10, 2015. Bids shall be placed in a sealed envelope marked "Gateway Center Roof Replacement 2015" and addressed to:

Cynthia Warke, Executive Director
Gateway Center
One Gateway Drive
Collinsville, IL 62234

Bids will be opened in the Cahokian Room and read publicly at that time.

Bid Security

Cash or certified cashier's check (not bid bond or business checks) as a refundable deposit of good faith in the amount of 4% of the proposal amount shall be required with the proposal of each bidder.

Contract Award

The Collinsville Metropolitan Exposition Auditorium and Office Building Authority intends to award the roof replacement project by Tuesday, March 24; however, bids must be valid for a minimum of ninety (90) days. The Authority reserves the right to reject any and all bids and waive any technicalities, minor variations or departures from specifications.

Insurance

A certificate of insurance will be required naming the Collinsville Metropolitan Exposition Auditorium and Office Building Authority as additional insured on a primary non-contributing basis.

Other Solicitation Information

This is a prevailing wage project for the county in which the work is being performed. For additional information, contact Cynthia Warke, Executive Director at 618.345.8998.



JOB SITE INFORMATION

| | | | |
|---------------|------------------------|--------------------|--|
| PROJECT NAME: | Gateway Center | ROOF ACCESS: | |
| LOCATION: | One Gateway Drive | STAGING: | |
| | Collinsville, IL 62234 | WORKER PARKING: | |
| | | MATERIAL STORAGE: | |
| | | DUMPSTER LOCATION: | |
| | | TOILET LOCATION: | |

MISCELLANEOUS NOTES / COMMENTS:

| |
|--|
| |
|--|

SITE IMAGE:





BID FORM

2015 Roof Replacements Gateway Center

Contractor: _____

We the undersigned, propose to furnish all materials, labor and supplies to perform all work necessary for the 2015 Roof Replacements for the Gateway Center, as outlined in the specifications and drawings, and including any addenda issued; No. ____, No. ____, No. _____. Substantial completion will be complete within ____ days of Notice of Award.

BASE BID SCOPE OF WORK

Remove existing EPDM membrane, insulation fasteners and plates. Leave in place existing 2 ½" insulation. Review existing insulation. Replace any damaged, wet or crushed material after notifying Owner's representative of areas involved per the unit price in the proposal. Ensure all existing insulation is tight. Fill in gaps with spray in place foam. Provide new ½" High Density Cover-board mechanically attached per manufacturer's requirements that will exceed the International Building Code (ASCE-7) or ANSI/SPRI WD-1. Furnish and fully adhere in bonding cement a new 60 mil reinforced EPDM membrane over the new cover-board and provide a 15-year warranty.

| | |
|---------------------------------------|----|
| <u>Section 3 & 4</u> | \$ |
| TOTAL | \$ |

ALTERNATE #1 SCOPE OF WORK

Same as base bid except to furnish and fully adhere a new 75 mil reinforced EPDM membrane with a 20-year warranty. Provide cost adder ONLY.

| | | |
|---------------------------------------|-------|----|
| <u>Section 3 & 4</u> | (ADD) | \$ |
|---------------------------------------|-------|----|

ALTERNATE #2

Provide additional cost or credit to recycle the existing EPDM membrane for Sections 3 and 4.

| | | |
|---------------------------------------|-----------------|----|
| <u>Section 3 & 4</u> | (ADD or DEDUCT) | \$ |
|---------------------------------------|-----------------|----|

UNIT PRICES

| | | | |
|----|---|-----------|----|
| 1. | Remove and replace existing deteriorated metal decking with new metal decking. | per sq ft | \$ |
| 2. | Overlay exiting deteriorated metal decking with new metal decking to match existing decking. | per sq ft | \$ |
| 3. | Remove existing damaged, wet or crushed insulation and install new polyisocyanurate insulation (1 layer) to match existing insulation height. | per sq ft | \$ |
| 4. | Install .5" CDX plywood sheathing on parapet walls. | per sq ft | \$ |
| 5. | Remove existing crickets and replace with new polyisocyanurate insulation crickets. | per sq ft | \$ |
| 6. | Furnish and install new retrofit drain to existing roof drains (Hercules RetroDrain by OMG or approved equal, with case aluminum dome. | each | \$ |
| 7. | Remove and replace deteriorated wood blocking with new KDAT wood blocking. | per bd ft | \$ |



BID FORM

2015 Roof Replacements Gateway Center

| | | |
|--|----------------------------|----|
| 8. For time and material work which may be directed by the Owner, provide qualified workmen and materials at the following unit prices (Base your rates on a full 8-hour, regular time day including all transportation, equipment and supplies, and all salary, wage benefits, costs, overhead and profit. | Supervisor per Hr | \$ |
| | Roofer per Hr | \$ |
| | Sheet Metal per Hr | \$ |
| | Material cost + mark up | \$ |
| | | |

The owner reserves the right to award the contract in total of section 3 and 4, or section 3 only, or section 4 only.

Check box to confirm Contractor meets these requirements:

- ☐ Contractor has a written safety program that has been implemented for at least twelve (12) months (Provide upon request by Owner).
- ☐ Contractor has a full time person responsible for safety with a minimum of thirty (30) hours of OSHA construction safety training.
- ☐ Contractor has an Experience Modification Rate of 1.0 or less and an incident rate less than the U.S. Department of Labor average.
- ☐ Contractor has insurance company's A.M. Best rating of A-V1 or better (Provide upon request by Owner).
- ☐ Contractor has retained earnings of \$500,000.00 or more
- ☐ Contractor has a minimum of five (5) years' experience with roofing manufacturer and at least fifty (50) installations similar to project specified in addition to having key personnel on site while job is in progress that has attended a quality control seminar by the manufacturer within the last twelve (12) months.

Contractor: _____ By: _____
(Must be authorized Principal of Company)

Date: _____ Title: _____

Printed Name: _____

Email: _____

Mailing Address: _____

CONTRACTOR COMMUNICATION NUMBERS

CONTRACTOR: _____

FEIN NO. _____

MAILING ADDRESS: _____

SHIPPING ADDRESS: _____

OWNER/PRESIDENT: _____

OFFICE TELEPHONE #: _____

OFFICE FAX #: _____

PROJECT CONTACT: _____

OFFICE CONTACT FOR PAPER WORK Name: ____ Phone #

E-mail:

PROJECT CONTACT MOBILE #: _____

E-MAIL ADDRESS: _____

EMERGENCY/24 HOUR NO: _____

(Telephone, Pager or Mobile)

No answering machine



(Fax weekly to Gateway Center at 618.345.9024)

| | | | | | | | |
|---------------|---------------------------|---------------|--|------------------------|--|-------|--|
| PROJECT NAME: | Gateway Convention Center | CONTRACTOR : | | DAY: | | DATE: | |
| LOCATION: | One Gateway Drive | FOREMAN: | | Temperature / Weather: | | | |
| | Collinsville, IL 62234 | CREW SIZE: | | | | | |
| | | HOURS WORKED: | | | | | |

Brief Description of Work Completed Today:

Work by Others (Trades not under your control):

Miscellaneous Notes / Comments:

Indicate on drawing - Area(s) completed today:

PROJECT LABOR AGREEMENT

As adopted on November 10, 2004 by the
Southwestern Illinois Building & Construction Trades Council Board of Business Agents

This Agreement is entered into this _____ day of _____, 2014 by and between _____ and the Southwestern Illinois Building Trades Council (SIBTC) for and on behalf of its affiliates which sign a "Union Letter of Assent" (Signatory Union Affiliates) for this Project Labor Agreement, hereinafter referred to as the "Union." This Agreement shall apply to work performed by the Employer and its Contractors and Subcontractors on Construction known as the _____.

ARTICLE I - INTENT AND PURPOSES

1.1 This Project Agreement shall apply and is limited to the recognized and accepted historical definition of new construction work under the direction of and performed by the Contractor(s), of whatever tier, which may include the Project Contractor, who have contracts awarded for such work on the Project. Such work shall include site preparation work and dedicated off-site work.

The Project is defined as:

1.2 It is agreed that the Project Contractor shall require all Contractors of whatever tier who have been awarded contracts for work covered by this Agreement, to accept and be bound by the terms and conditions of this Project Agreement by executing the Letter of Assent (Attachment A) prior to commencing work. The Project Contractor shall assure compliance with this Agreement by the Contractors. It is further agreed that the terms and conditions of this Project Agreement shall supersede and override terms and conditions of any and all other national, area, or local collective bargaining agreements, (including all vertical agreements), except for all work performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, and the National Agreement of the International Union of Elevator Constructors.

1.3 The Contractor agrees to be bound by the terms of the Collective Bargaining Agreements and amendments thereto of the Signatory Union Affiliates and the applicable employers association, if any, with the Signatory Union Affiliates with which it has a present bargaining relationship. If there has previously been no such bargaining relationship, the contractor or subcontractor shall sign and be bound to all such agreements with Signatory Union Affiliates as outlined in the scope of work in the required pre-job conference. Such agreements are incorporated herein by reference. In order to comply with the requirements of the various fringe benefit funds to which the Contractor is to contribute, the Contractor shall sign such participation agreements as are necessary and will honor the fringe benefit collection procedures as required by the Collective Bargaining Agreement with the Signatory Union Affiliate.

1.4 The Contractor and the Union agree that should the Collective Bargaining Agreement (CBA) of any Signatory Union Affiliate expire prior to the completion of this project, the expired contracts' terms will be maintained until a new CBA is ratified. The wages, and fringe benefits included in any new CBA will be effective on the effective date of the newly negotiated CBA unless wage and fringe benefit retroactivity is agreed upon by the bargaining parties.

1.5 Nothing contained herein shall be construed to prohibit, restrict or interfere with the performance of any other operation work, or function which may occur at the Project site or be associated with the development of the Project.

1.6 This Agreement shall only be binding on the signatory parties hereto and shall not apply to their parents, affiliates, subsidiaries, or Non-Signatory Union Affiliates.

1.7 The Owner and/or the Project Contractor have the absolute right to select any qualified bidder for the award of contracts on this Project without reference to the existence or nonexistence of any agreements between such bidder and any party to this Agreement; provided, however, only that such bidder is willing, ready and able to become a party to and comply with this Project Agreement, should it be designated the successful bidder.

1.8 Items specifically excluded from the scope of this Agreement include but are not limited to the following: [list all items to be excluded].

1.9 The provisions of this Project Agreement shall not apply to _____ (Owner), and nothing contained herein shall be construed to prohibit or restrict _____ (Owner) or its employees from performing work not covered by this Project Agreement on the Project site. As areas and systems of the Project are inspected and construction tested by the Project Contractor or Contractors and accepted by the Owner, the Project Agreement will not have further force or effect on such items or areas, except when the Project Contractor or Contractors are directed by the Owner to engage in repairs, modifications, check-out, and warranty functions required by its contract with the Owner during the term of this Agreement.

1.10 It is understood that the Owner, at its sole option, may terminate, delay and/or suspend any or all portions of the Project at any time.

1.11 It is understood that the liability of any employer and the liability of a Signatory Union Affiliate and the SIBTC under this Agreement shall be several and not joint. Provided that the SIBTC or a Signatory Union Affiliate comply with their own obligations under this Agreement, the SIBTC and non-breaching Signatory Union Affiliates will not be liable for a breach of this Agreement by a breaching Signatory Union Affiliate or any action taken by a Non-Signatory Union Affiliate. The Union agrees that this Agreement does not have the effect of creating any joint employer status between or among the Owner, Contractor(s) or any employer.

1.12 Each affiliate union of the SIBTC representing employees engaged in construction work covered by this Agreement shall be requested to sign the "Union Letter of Assent", in the form attached hereto; provided, that the failure of any affiliate union to sign such Union Letter of Assent prior to commencement of construction work shall not diminish the applicability of this Agreement to the SIBTC and the union affiliates which have signed a Union Letter of Assent. Affiliates unions that have signed the Union Letter of Assent will be referred to as "Signatory Union Affiliates" and affiliate unions that have not signed the Union Letter of Assent will be referred to as "Non-Signatory Union Affiliates."

ARTICLE II - RECOGNITION

2.1 The Contractor recognizes the SIBTC and the Signatory Union Affiliates as the sole and exclusive bargaining representatives for its craft employees employed on the job site. Signatory Union Affiliates will have recognition on the project for their craft.

ARTICLE III - ADMINISTRATION OF AGREEMENT

3.1 In order to assure that all parties have a clear understanding of the Agreement, to promote harmony and address potential problems, a pre-job conference will be held with the Contractor, SIBTC Representatives and all signatory parties prior to the start of any work on the project.

3.2 Representatives of the Contractor and the Union shall meet as required but not less than once a month to review the operation of this Agreement. The representatives at this meeting shall be empowered to resolve any dispute over the intent and application of the Agreement.

3.3 The Contractor shall make available in writing to the Union no less than one week prior to these meetings a job status report, planned activities for the next 30 day period, actual numbers of craft employees on the project and estimated numbers of employees by craft required for the next 30 day period. The purpose of this report is to allow time to address any potential jurisdictional problems and to ensure that no party signatory to the Agreement is hindering the continuous progress of the project through a lack of planning or shortage of manpower.

ARTICLE IV - HOURS OF WORK OVERTIME SHIFTS & HOLIDAYS

4.1 The standard work day shall be an established consecutive eight (8) hour period between the hours of 7:00 a.m. and 5:00 p.m. with one-half hour designated as unpaid period for lunch. The standard work week shall be five (5) consecutive days of work commencing on Monday. Starting time which is to be established at the pre-job conference will be applicable to all craft employees on the project. Should job conditions dictate a change in the established starting time and/or a staggered lunch period on certain work of the project or with individual crafts, the Contractor, Business Managers of the Signatory Union Affiliates involved and the SIBTC shall mutually agree to such changes. If work schedule change cannot be mutually agreed to between these parties, the hours fixed in the Agreement shall prevail.

4.2 All time before and after the established work day of eight (8) hours, Monday through Friday and all time on Saturday shall be paid in accordance with each crafts current collective bargaining agreement. All time on Sundays and Holidays shall be paid for at the rate of double time.

- (a) Fringe benefit payments for all overtime work shall be paid in accordance with each Signatory Union Affiliate's current Collective Bargaining Agreement.

4.3 Shift work, if used, shall be as provided in the collective bargaining agreement of each affected Signatory Union Affiliate.

4.4 Recognized Holidays shall be as follows: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veterans Day (*to be celebrated on November 11*), Thanksgiving Day and Christmas Day. No work will be performed on Labor Day under any consideration, except in an extreme emergency and then only after consent is given by the Business Manager of the Signatory Union Affiliates.

ARTICLE V - ABSENTEEISM

5.1 The Contractor and the Union agree that chronic and/or unexcused absenteeism is undesirable and must be controlled. Employees that develop a record of such absenteeism shall be identified by the Contractor to the appropriate referral facility and the Contractor shall support such action with the work record of the involved employee. Any employee terminated for such absenteeism shall not be eligible for rehire on the project for a period of no less than ninety (90) days.

ARTICLE VI-MANAGEMENT RIGHTS

6.1 The Contractor retains and shall exercise full and exclusive authority and responsibility for the management of its operations, except as expressly limited by the terms of this Agreement and the collective bargaining agreements of the Signatory Union Affiliates.

ARTICLE VII - GENERAL WORKING CONDITIONS

7.1 Employment begins and ends at the project site, to be determined at the Pre-Job Conference.

7.2 Employees shall be at their place of work at the starting time and shall remain at their place of work until quitting time. The parties reaffirm their policy of a fair day's work for a fair day's pay.

7.3 The Contractor may utilize brassing, or other systems to check employees in and out. Should such procedures be required, the techniques and rules regarding such procedures shall be established by mutual consent of the parties at the pre-job conference.

7.4 There shall be no limit on production by workmen nor restrictions on the full use of tools or equipment. Craftsmen using tools shall perform any work of their trade and shall work under the direction of the craft foreman. There shall be no restrictions on efficient use of manpower other than as may be required by safety regulations.

7.5 Crew Foreman shall be utilized as per the existing collective bargaining agreements. The Contractor agrees to allow crew foremen ample time to direct and supervise their crew. The Union agrees there will be no restrictions placed on crew foreman's ability to handle tools and materials.

7.6 The Contractor may utilize the most efficient methods or techniques of construction, tools or other labor saving devices to accomplish the work. Practices not a part of the terms and conditions of this Agreement will not be recognized.

7.7 Should overtime work be required, the Contractor will have the right to assign specific employees and/or crews to perform such overtime work as is necessary to accomplish the work.

7.8 The Contractor may establish such reasonable project rules as the Contractor deems appropriate. These rules will be reviewed and established at the pre-job conference and posted at the project site by the Contractor.

7.9 It is recognized that specialized or unusual equipment may be installed on the project and in such cases, the Union recognizes the right of the Contractor to involve the equipment supplier or vendor's personnel in supervising the setting of the equipment, making modifications and final alignment which may be necessary prior to and during the start-up procedure, in order to protect factory warranties.

7.10 In order to promote a harmonious relationship between the equipment or vendor's personnel and the Building Trades craftsmen, a meeting shall be held between the Contractor and the Unions prior to any involvement on the project by these personnel. The Contractor will inform the Union of the nature of involvement by these personnel and the numbers of personnel to be involved, allowing ample time for the Union representatives to inform their stewards prior to the start of any work.

ARTICLE VIII - SAFETY

8.1 The employees covered the terms of this Agreement shall at all times while in the employ of the Contractor be bound by the safety rules and regulations as established by the Contractor in accordance with the Construction Safety Act and OSHA.

a. These rules and regulations will be published and posted at conspicuous places throughout the project.

8.2 In accordance with the requirements of OSHA, it shall be the exclusive responsibility of each Contractor on a jobsite to which this Agreement applies, to assure safe working conditions for its employees and compliance by them with any safety rules contained herein or established by the Contractor. Nothing in this Agreement will make the SIBTC or any of its affiliates liable to any employees or to other persons in the event that injury or accident occurs.

ARTICLE IX - SUBCONTRACTING

9.1 The Project Contractor agrees that neither it nor any of its contractors or subcontractors will subcontract any work to be done on the Project except to a person, firm or corporation who is or agrees to become party to this Agreement. Any contractor or subcontractor working on the Project shall, as a condition to working on said Project, become signatory to and perform all work under the terms of this Agreement.

ARTICLE X - UNION REPRESENTATION

10.1 Authorized representatives of the SIBTC and its Signatory Union Affiliates shall have access to the project provided they do not interfere with the work of the employees and further provided that such representatives fully comply with the visitor and security rules established for the project.

10.2 Each Signatory Union Affiliate shall have the right to designate a working journeyman as a steward. Such designated steward shall be a qualified worker performing the work of that craft and shall not exercise any supervisory functions. Each steward shall be concerned with the employees of the steward's employer and not with the employees of any other employer.

10.3 The working steward will be paid at the applicable wage rate for the job classification in which he is employed.

10.4 The working steward shall not be discriminated against because of his activities in performing his duties as steward, and except as otherwise provided in local agreements, shall be the last employee in his craft to be laid off in any reduction in force. Stewards will be subject to discharge to the same extent that other employees are only after notification to the Union Representative. The Contractor will permit stewards sufficient time to perform the duties inherent to a steward's responsibilities. Stewards will be offered available overtime work if qualified.

ARTICLE XI - DISPUTES AND GRIEVANCES

11.1 This Agreement is intended to provide close cooperation between management and labor. Each of the Signatory Union Affiliates will assign a representative to this Project for the purpose of completing the construction of the Project economically, efficiently, continuously, and without interruptions, delays, or work stoppages.

11.2 The Contractors, Union, and the employees, collectively and individually, realize the importance to all parties to maintain continuous and uninterrupted performance of the work of the Project, and agree to resolve disputes in accordance with the grievance arbitration provisions set forth in this Article.

11.3 Any question or dispute arising out of and during the term of this Project Agreement (other than trade jurisdictional disputes) shall be considered a grievance and subject to resolution under the following procedures:

Step 1. (a) When any employee subject to the provisions of this Agreement feels he or she is aggrieved by a violation of this Agreement, he or she, through his or her local union business representative or job steward, shall, within five (5) working days after the occurrence of the violation, give notice to the work-site representative of the involved Contractor stating the provision(s) alleged to have been violated. The business representative of the local union or the job steward and the work-site representative of the involved Contractor and the Project Contractor shall meet and endeavor to adjust the matter within three (3) working days after timely notice has been given. The representative of the Contractor shall keep the meeting minutes and shall respond to the Union representative in writing (copying the Project Contractor) at the conclusion of the meeting but not later than twenty-four (24) hours thereafter. If they fail to resolve the matter within the prescribed period, the grieving party may, within forty-eight (48) hours thereafter, pursue Step 2 of the Grievance Procedure, provided the grievance is reduced to writing, setting forth the relevant information concerning the alleged grievance, including a short description thereof, the date on which the grievance occurred, and the provision(s) of the Agreement alleged to have been violated.

(b) Should the Local Union(s) or the Project Contractor or any Contractor have a dispute with the other party and, if after conferring, a settlement is not reached within three (3) working days, the dispute may be reduced to writing and proceed to Step 2 in the same manner as outlined herein for the adjustment of an employee complaint.

Step 2. The International Union Representative and the involved Contractor shall meet within seven (7) working days of the referral of a dispute to this second step to arrive at a satisfactory settlement thereof. Meeting minutes shall be kept by the Contractor. If the parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days thereafter.

Step 3. (a) If the grievance has been submitted but not adjusted under Step 2, either party may request in writing, within seven (7) calendar days thereafter, that the grievance be submitted to an Arbitrator mutually agreed upon by them. The Contractor and the involved Union shall attempt mutually to select an arbitrator, but if they are unable to do so, they shall request the American Arbitration Association to provide them with a list of arbitrators from which the Arbitrator shall be selected. The rules of the American Arbitration Association shall govern the conduct of the arbitration hearing. The decision of the Arbitrator shall be formal and binding on all parties. The fee and expenses of such Arbitration shall be borne equally by the Contractor and the involved Local Union(s).

(b) Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the parties involved at the particular step where the extension is agreed upon. The Arbitrator shall have the authority to make decisions only on issues presented to him or her, and he or she shall not have authority to change, amend, add to or detract from any of the provisions of this Agreement.

11.4 The Project Contractor and Owner shall be notified of all action at Steps 2 and 3 and shall, upon their request, be permitted to participate in all proceedings at these steps.

ARTICLE XII - JURISDICTIONAL DISPUTES

12.1 The assignment of work will be solely the responsibility of the Contractor performing the work involved, in accordance with applicable Collective Bargaining Agreements and past practices. To the extent that past practice is a factor in assigning work under the Project Labor Agreement, including assignments under any collective bargaining agreements to which any of the signatory contractors hereto may be a party, the practice to be applied shall be that followed within the geographical area encompassed by the Southwestern Illinois Building and Construction Trades Council. The practice followed in any other geographical area, even though a Union signatory to this Project Labor Agreement may also represent employees in that area, shall not be a factor in the assignment. All jurisdictional disputes between or among Building and Construction Trades Unions and employees and the Contractor, parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Contractor and Union parties to this Agreement.

12.2 All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Contractor's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

12.3 Each Contractor will conduct a pre-job conference with the appropriate Building and Construction Trades Council prior to commencing work. The Project Contractor and the Owner will be advised in advance of all such conferences and may participate if they wish.

ARTICLE XIII - WORK STOPPAGES AND LOCKOUTS

13.1 During the term of this Agreement there shall be no strikes, picketing, work stoppages, slow downs or other disruptive activity for any reason by the SIBTC, its Signatory Union Affiliates or by any employee and there shall be no lockout by the Contractor. Failure of any Signatory Union Affiliate or employee to cross any picket line established at the project site is a violation of this Article.

13.2 The SIBTC and its Signatory Union Affiliates shall not sanction, aid or abet, encourage or continue any work stoppage, picketing or other disruptive activity and will not make any attempt of any kind to dissuade others from making deliveries to or performing services for or otherwise doing business with the Contractor at the project site. Should any of these prohibited activities occur the SIBTC and the Signatory Union Affiliates will take the necessary action to end such prohibited activities.

13.3 No employee shall engage in any activities which violate this Article. Any employee who participates in or encourages any activities which interfere with the normal operation of the project shall be subject to disciplinary action, including discharge, and if justifiably discharged for the above reasons, shall not be eligible for rehire on the same project for a period of not less than ninety (90) days.

13.4 Neither the SIBTC nor its Signatory Union Affiliates, will be liable for acts of employees for whom it has no responsibility. The principal officer or officers of the SIBTC will immediately instruct, order and use the best efforts of his office to cause Signatory Union Affiliates to cease any violations of this Article. The SIBTC in its compliance with this obligation shall not be liable for unauthorized acts of Signatory Union Affiliates or Non-Signatory Union Affiliates. The principal officer or officers of any involved Signatory Union Affiliate will immediately instruct, order or use the best effort of his office to cause the employees the union represents to cease any violations of this Article. A union complying with this obligation shall not be liable for unauthorized acts of employees it represents. The failure of the Contractor to exercise its right in any instance shall not be deemed a waiver of its right in any other instance.

13.5 In lieu of any action at law or equity, any party shall institute the following procedure when a breach of this Article is alleged, after all involved parties have been notified of the fact.

- a. The party invoking this procedure shall notify _____ whom the parties agree shall be the permanent arbitrator under this procedure. In the event the permanent arbitrator is unavailable at any time, he shall appoint his alternate. Notice to the arbitrator shall be by the most expeditious means available, with notice by telegram or any effective written means to the party alleged to be in violation and all involved parties.
- b. Upon receipt of said notice the arbitrator named above shall set and hold a hearing within twenty-four (24) hours if it is contended the violation still exists but not before twenty-four (24) hours after the telegraph notice to all parties involved as required above.

- c. The Arbitrator shall notify the parties by telegram or any other effective written means, of the place and time he has chosen for this hearing. Said hearing shall be completed in one session. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or issuance of an Award by the Arbitrator.
- d. The sole issue at the hearing shall be whether or not a violation of this Article has in fact occurred. The Award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without an Opinion. If any party desires an Opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The Arbitrator may order cessation of the violation of this Article, and such Award shall be served on all parties by hand or registered mail upon issuance.
- e. Such Award may be enforced by any court of competent jurisdiction upon the filing of the Agreement and all other relevant documents referred to herein above in the following manner. Telegraphic notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the Arbitrator's Award as issued under Section 13.5 of this Article, all parties waive the right to a hearing and agree that such proceedings may be exparte. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The Court's order or orders enforcing the Arbitrator's Award shall be served on all parties by hand or by delivery to their last known address or by registered mail.
- f. Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance therewith are hereby waived by parties to whom they accrue.
- g. The fees and expenses of the Arbitrator shall be borne by the party or parties found in violation, or in the event no violation is found, such fees and expenses shall be borne by the moving party.
- h. If the Arbitrator determines in accordance with Section 13.5 that the SIBTC or a Signatory Union Affiliate has violated Article XIII, the SIBTC or the Signatory Union Affiliate shall, within eight (8) hours of receipt of this Award, direct all employees they represent at the project to immediately return to work. If the employees do not return to work at the beginning of the next regularly scheduled shift following receipt of the Arbitrator's Award, and the SIBTC or Signatory Union Affiliate have not complied with Section 13.4 above, then the SIBTC or the Signatory Union Affiliate which has not complied with Section 13.4 shall pay the sum of ten thousand dollars (\$10,000) as liquidated damages to the affected owner, and shall pay an additional ten thousand dollars (\$10,000) per shift for each shift thereafter on which the employees have not returned to work. The Arbitrator shall retain jurisdiction to determine compliance with this Section and Section 13.4, and to assess liquidated damages.

ARTICLE XIV - GENERAL SAVINGS CLAUSE

14.1 If any Article or provision of this Agreement shall be declared invalid, inoperative or unenforceable by operation of law or by any of the above mentioned tribunals of competent jurisdiction, the remainder of this Agreement or the application of such Article or provision to persons or circumstances other than those as to which it has been held invalid, inoperative or unenforceable shall not be affected thereby.

ARTICLE XV - TERM OF AGREEMENT

15.1 This Agreement shall be in full force as of and from the date of the Notice of Award to the Final Acceptance of all applicable contractors.

IN WITNESS WHEREOF, the respective duly authorized representatives of the parties hereto have executed this Agreement on the date set forth opposite their respective signatures.

Date: _____

(Contractor Representative)

(Firm's Name)

(Firm's Address)

(Phone Number)

Date: _____

Dale Stewart, Exec. Sec.-Treas.
Southwestern Illinois Building &
Construction Trades Council
2A Meadow Heights Professional Park
Collinsville, IL 62234

ATTACHMENT A (CONTRACTOR LETTER OF ASSENT)

Note: All contractors of whatever tier (except those construction contractors who have directly signed the Agreement) shall execute the following Letter of Assent prior to commencing work:

CONTRACTOR LETTERHEAD

DATE

To: (Name of Owner)
(Address of Owner)

RE: _____ Construction Project Agreement

Dear Sir:

Pursuant to Article I, Section 1.2, of the above reference Agreement, the undersigned contractor hereby agrees that it will be bound by and comply with all terms and conditions of said Project Labor Agreement, and any amendments thereto.

This Letter of Assent will remain in effect for the duration of the Agreement, and any extensions, after which this understanding will automatically terminate, except as provided for in Article I, Section 1.9, of the Agreement.

Sincerely,

(Name of Contractor or Subcontractor)

By: _____

Title: _____

INSTRUCTION TO BIDDERS

Award of Contract

The general contract will be awarded to the lowest responsible and eligible general bidder complying with the conditions and requirements provided in these instructions, the bid forms and the other bid documents. A "responsible" bidder is a bidder demonstrably possessing the skill, ability and integrity necessary to faithfully perform the work called for by the contract, based upon a determination of competent workmanship and financial soundness. An "eligible" bidder is a bidder who is not debarred from bidding under any applicable law, and who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the project. In the interests of such harmony, the long-term supply of skilled manpower, and to provide a legally enforceable means of assuring labor stability and labor peace over the life of the project, each successful bidder and any and all levels of subcontractors, as a condition of being awarded a contract or subcontract, shall be required to enter into a Project Labor Agreement for the project known as: _____

_____ located in the (Municipality) with the Southwestern Illinois Building and Construction Trades Council, AFL-CIO, and its Signatory Affiliated Local Unions for the development and construction of the Project, and will be bound by the provisions of that agreement in the same manner as any other provision of the contract.

Madison County Prevailing Wage for February 2015

(See explanation of column headings at bottom of wages)

| Trade Name | RG | TYP | C | Base | FRMAN | M-F>8 | OSA | OSH | H/W | Pensn | Vac | Trng |
|----------------------|----|-------|---|--------|--------|-------|-----|-----|-------|-------|-------|-------|
| ===== | == | === | = | ===== | ===== | ===== | === | === | ===== | ===== | ===== | ===== |
| ASBESTOS ABT-GEN | NW | ALL | | 31.040 | 32.040 | 1.5 | 1.5 | 2.0 | 6.300 | 10.26 | 0.000 | 0.800 |
| ASBESTOS ABT-GEN | SE | ALL | | 30.400 | 31.400 | 1.5 | 1.5 | 2.0 | 7.100 | 11.40 | 0.000 | 0.800 |
| ASBESTOS ABT-MEC | | BLD | | 30.360 | 31.360 | 1.5 | 1.5 | 2.0 | 7.450 | 3.000 | 0.000 | 0.000 |
| BOILERMAKER | | BLD | | 32.060 | 34.560 | 1.5 | 1.5 | 2.0 | 7.070 | 21.27 | 1.000 | 0.350 |
| BRICK MASON | | BLD | | 32.000 | 33.920 | 1.5 | 1.5 | 2.0 | 8.100 | 10.92 | 0.000 | 0.800 |
| CARPENTER | | ALL | | 35.670 | 37.170 | 1.5 | 1.5 | 2.0 | 6.800 | 7.750 | 0.000 | 0.400 |
| CEMENT MASON | | ALL | | 32.000 | 33.000 | 1.5 | 1.5 | 2.0 | 9.750 | 12.75 | 0.000 | 0.200 |
| CERAMIC TILE FNSHER | | BLD | | 27.480 | 0.000 | 1.5 | 1.5 | 2.0 | 6.450 | 5.700 | 0.000 | 0.580 |
| ELECTRIC PWR EQMT OP | NW | ALL | | 36.690 | 44.520 | 1.5 | 2.0 | 2.0 | 5.000 | 9.170 | 0.000 | 0.280 |
| ELECTRIC PWR EQMT OP | SE | ALL | | 39.670 | 47.820 | 1.5 | 1.5 | 2.0 | 6.950 | 11.12 | 0.000 | 0.400 |
| ELECTRIC PWR GRNDMAN | NW | ALL | | 24.940 | 44.520 | 1.5 | 2.0 | 2.0 | 5.000 | 6.240 | 0.000 | 0.190 |
| ELECTRIC PWR GRNDMAN | SE | ALL | | 29.620 | 47.820 | 1.5 | 1.5 | 2.0 | 5.190 | 8.300 | 0.000 | 0.290 |
| ELECTRIC PWR LINEMAN | NW | ALL | | 42.210 | 44.520 | 1.5 | 2.0 | 2.0 | 5.000 | 10.56 | 0.000 | 0.320 |
| ELECTRIC PWR LINEMAN | SE | ALL | | 45.610 | 47.820 | 1.5 | 1.5 | 2.0 | 7.990 | 12.78 | 0.000 | 0.450 |
| ELECTRIC PWR TRK DRV | NW | ALL | | 25.560 | 44.520 | 1.5 | 2.0 | 2.0 | 5.000 | 6.390 | 0.000 | 0.190 |
| ELECTRIC PWR TRK DRV | SE | ALL | | 32.380 | 47.820 | 1.5 | 1.5 | 2.0 | 5.670 | 9.080 | 0.000 | 0.320 |
| ELECTRICIAN | NW | ALL | | 38.130 | 40.380 | 1.5 | 1.5 | 2.0 | 8.300 | 10.14 | 0.000 | 0.190 |
| ELECTRICIAN | SE | ALL | | 37.350 | 39.590 | 1.5 | 1.5 | 2.0 | 7.990 | 9.720 | 0.000 | 0.650 |
| ELECTRONIC SYS TECH | NW | BLD | | 28.740 | 30.490 | 1.5 | 1.5 | 2.0 | 7.500 | 5.860 | 0.000 | 0.400 |
| ELECTRONIC SYS TECH | SE | BLD | | 32.150 | 34.150 | 1.5 | 1.5 | 2.0 | 3.650 | 8.210 | 0.000 | 0.400 |
| ELEVATOR CONSTRUCTOR | | BLD | | 45.090 | 50.730 | 2.0 | 2.0 | 2.0 | 13.57 | 14.21 | 3.610 | 0.600 |
| FLOOR LAYER | | BLD | | 30.330 | 31.080 | 1.5 | 1.5 | 2.0 | 6.800 | 7.750 | 0.000 | 0.400 |
| GLAZIER | | BLD | | 32.780 | 0.000 | 2.0 | 2.0 | 2.0 | 9.020 | 10.80 | 2.630 | 0.310 |
| HT/FROST INSULATOR | | BLD | | 38.060 | 39.060 | 1.5 | 1.5 | 2.0 | 8.700 | 11.46 | 0.000 | 0.550 |
| IRON WORKER | | ALL | | 31.500 | 33.500 | 1.5 | 1.5 | 2.0 | 8.610 | 14.45 | 0.000 | 0.420 |
| LABORER | NW | ALL | | 30.540 | 31.540 | 1.5 | 1.5 | 2.0 | 6.300 | 10.26 | 0.000 | 0.800 |
| LABORER | SE | ALL | | 29.900 | 30.900 | 1.5 | 1.5 | 2.0 | 7.100 | 11.40 | 0.000 | 0.800 |
| MACHINIST | | BLD | | 44.350 | 46.850 | 1.5 | 1.5 | 2.0 | 6.760 | 8.950 | 1.850 | 0.000 |
| MARBLE FINISHERS | | BLD | | 27.480 | 0.000 | 1.5 | 1.5 | 2.0 | 6.450 | 5.700 | 0.000 | 0.580 |
| MARBLE MASON | | BLD | | 32.000 | 33.920 | 1.5 | 1.5 | 2.0 | 8.100 | 10.92 | 0.000 | 0.800 |
| MILLWRIGHT | | ALL | | 35.670 | 37.170 | 1.5 | 1.5 | 2.0 | 6.800 | 7.750 | 0.000 | 0.400 |
| OPERATING ENGINEER | | BLD 1 | | 34.700 | 37.700 | 1.5 | 1.5 | 2.0 | 10.00 | 17.20 | 0.000 | 1.000 |
| OPERATING ENGINEER | | BLD 2 | | 33.570 | 37.700 | 1.5 | 1.5 | 2.0 | 10.00 | 17.20 | 0.000 | 1.000 |
| OPERATING ENGINEER | | BLD 3 | | 29.090 | 37.700 | 1.5 | 1.5 | 2.0 | 10.00 | 17.20 | 0.000 | 1.000 |
| OPERATING ENGINEER | | BLD 4 | | 29.150 | 37.700 | 1.5 | 1.5 | 2.0 | 10.00 | 17.20 | 0.000 | 1.000 |
| OPERATING ENGINEER | | BLD 5 | | 28.820 | 37.700 | 1.5 | 1.5 | 2.0 | 10.00 | 17.20 | 0.000 | 1.000 |
| OPERATING ENGINEER | | BLD 6 | | 36.250 | 37.700 | 1.5 | 1.5 | 2.0 | 10.00 | 17.20 | 0.000 | 1.000 |
| OPERATING ENGINEER | | BLD 7 | | 36.550 | 37.700 | 1.5 | 1.5 | 2.0 | 10.00 | 17.20 | 0.000 | 1.000 |
| OPERATING ENGINEER | | BLD 8 | | 36.830 | 37.700 | 1.5 | 1.5 | 2.0 | 10.00 | 17.20 | 0.000 | 1.000 |
| OPERATING ENGINEER | | BLD 9 | | 35.700 | 37.700 | 1.5 | 1.5 | 2.0 | 10.00 | 17.20 | 0.000 | 1.000 |
| OPERATING ENGINEER | | HWY 1 | | 33.700 | 36.700 | 1.5 | 1.5 | 2.0 | 11.00 | 17.35 | 0.000 | 1.000 |
| OPERATING ENGINEER | | HWY 2 | | 32.570 | 36.700 | 1.5 | 1.5 | 2.0 | 11.00 | 17.35 | 0.000 | 1.000 |
| OPERATING ENGINEER | | HWY 3 | | 28.090 | 36.700 | 1.5 | 1.5 | 2.0 | 11.00 | 17.35 | 0.000 | 1.000 |
| OPERATING ENGINEER | | HWY 4 | | 28.150 | 36.700 | 1.5 | 1.5 | 2.0 | 11.00 | 17.35 | 0.000 | 1.000 |
| OPERATING ENGINEER | | HWY 5 | | 27.820 | 36.700 | 1.5 | 1.5 | 2.0 | 11.00 | 17.35 | 0.000 | 1.000 |
| OPERATING ENGINEER | | HWY 6 | | 35.250 | 36.700 | 1.5 | 1.5 | 2.0 | 11.00 | 17.35 | 0.000 | 1.000 |
| OPERATING ENGINEER | | HWY 7 | | 35.550 | 36.700 | 1.5 | 1.5 | 2.0 | 11.00 | 17.35 | 0.000 | 1.000 |
| OPERATING ENGINEER | | HWY 8 | | 35.830 | 36.700 | 1.5 | 1.5 | 2.0 | 11.00 | 17.35 | 0.000 | 1.000 |
| OPERATING ENGINEER | | HWY 9 | | 34.700 | 36.700 | 1.5 | 1.5 | 2.0 | 11.00 | 17.35 | 0.000 | 1.000 |
| PAINTER | | BLD | | 30.250 | 31.750 | 1.5 | 2.0 | 2.0 | 5.250 | 9.170 | 0.000 | 0.650 |
| PAINTER | | HWY | | 31.450 | 32.950 | 1.5 | 1.5 | 2.0 | 5.250 | 9.170 | 0.000 | 0.650 |
| PAINTER OVER 30FT | | BLD | | 31.250 | 32.750 | 1.5 | 2.0 | 2.0 | 5.250 | 9.170 | 0.000 | 0.650 |

| | | | | | | | | | | | | | |
|------------------------------|---------------|-------|--------|--------|-----|--------|--------|-------|-------|-------|-------|-------|-----|
| PAINTER PWR EQMT | | BLD | 31.250 | 32.750 | 1.5 | 2.0 | 2.0 | 5.250 | 9.170 | 0.000 | 0.650 | | |
| PAINTER PWR EQMT | | HWY | 32.450 | 33.950 | 1.5 | 1.5 | 2.0 | 5.250 | 9.170 | 0.000 | 0.650 | | |
| PILEDRIIVER | | ALL | 35.670 | 37.170 | 1.5 | 1.5 | 2.0 | 6.800 | 7.750 | 0.000 | 0.400 | | |
| PIPEFITTER | N | BLD | 39.510 | 41.490 | 1.5 | 2.0 | 2.0 | 4.750 | 8.450 | 0.000 | 0.300 | | |
| PIPEFITTER | S | BLD | 37.250 | 39.250 | 1.5 | 1.5 | 2.0 | 6.740 | 8.000 | 0.000 | 0.750 | | |
| PLASTERER | | BLD | 30.500 | 31.000 | 1.5 | 1.5 | 2.0 | 9.750 | 9.150 | 0.000 | 0.050 | | |
| PLUMBER | N | BLD | 39.510 | 41.490 | 1.5 | 2.0 | 2.0 | 4.750 | 8.450 | 0.000 | 0.300 | | |
| PLUMBER | S | BLD | 37.750 | 40.250 | 1.5 | 1.5 | 2.0 | 6.750 | 6.850 | 0.000 | 0.550 | | |
| ROOFER | | BLD | 30.100 | 32.100 | 1.5 | 1.5 | 2.0 | 8.800 | 7.100 | 0.000 | 0.240 | | |
| SHEETMETAL WORKER | | ALL | 32.650 | 34.150 | 1.5 | 1.5 | 2.0 | 8.630 | 7.670 | 1.970 | 0.360 | | |
| SPRINKLER FITTER | | BLD | 40.030 | 43.030 | 2.0 | 2.0 | 2.0 | 8.370 | 11.18 | 0.000 | 1.250 | | |
| SURVEY WORKER --> | NOT IN EFFECT | | | NW ALL | | 30.360 | 30.860 | 1.5 | 1.5 | 2.0 | 5.750 | 9.840 | 0.0 |
| SURVEY WORKER --> | NOT IN EFFECT | | | SE ALL | | 29.300 | 29.800 | 1.5 | 1.5 | 2.0 | 6.050 | 10.60 | 0.0 |
| TERRAZZO FINISHER | | BLD | 31.240 | 0.000 | 1.5 | 1.5 | 2.0 | 6.450 | 4.370 | 0.000 | 0.420 | | |
| TERRAZZO MASON | | BLD | 32.530 | 32.830 | 1.5 | 1.5 | 2.0 | 6.450 | 5.870 | 0.000 | 0.450 | | |
| TRUCK DRIVER | | ALL 1 | 33.100 | 36.640 | 1.5 | 1.5 | 2.0 | 11.10 | 5.425 | 0.000 | 0.250 | | |
| TRUCK DRIVER | | ALL 2 | 33.560 | 36.640 | 1.5 | 1.5 | 2.0 | 11.10 | 5.425 | 0.000 | 0.250 | | |
| TRUCK DRIVER | | ALL 3 | 33.820 | 36.640 | 1.5 | 1.5 | 2.0 | 11.10 | 5.425 | 0.000 | 0.250 | | |
| TRUCK DRIVER | | ALL 4 | 34.100 | 36.640 | 1.5 | 1.5 | 2.0 | 11.10 | 5.425 | 0.000 | 0.250 | | |
| TRUCK DRIVER | | ALL 5 | 35.000 | 36.640 | 1.5 | 1.5 | 2.0 | 11.10 | 5.425 | 0.000 | 0.250 | | |
| TRUCK DRIVER | | O&C 1 | 26.480 | 29.310 | 1.5 | 1.5 | 2.0 | 11.10 | 5.425 | 0.000 | 0.250 | | |
| TRUCK DRIVER | | O&C 2 | 26.850 | 29.310 | 1.5 | 1.5 | 2.0 | 11.10 | 5.425 | 0.000 | 0.250 | | |
| TRUCK DRIVER | | O&C 3 | 27.060 | 29.310 | 1.5 | 1.5 | 2.0 | 11.10 | 5.425 | 0.000 | 0.250 | | |
| TRUCK DRIVER | | O&C 4 | 27.280 | 29.310 | 1.5 | 1.5 | 2.0 | 11.10 | 5.425 | 0.000 | 0.250 | | |
| TRUCK DRIVER | | O&C 5 | 28.000 | 29.310 | 1.5 | 1.5 | 2.0 | 11.10 | 5.425 | 0.000 | 0.250 | | |

Legend: RG (Region)

TYP (Trade Type - All, Highway, Building, Floating, Oil & Chip, Rivers)

C (Class)

Base (Base Wage Rate)

FRMAN (Foreman Rate)

M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.)

OSA (Overtime (OT) is required for every hour worked on Saturday)

OSH (Overtime is required for every hour worked on Sunday and Holidays)

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

Explanations

MADISON COUNTY

ELECTRICIANS AND ELECTRIC SYSTEMS TECHNICIAN (NORTHWEST) - Townships of Godfrey, Foster and Wood River, and the western one mile of Moro, Ft. Russell and Edwardsville, south to the north side of Hwy. 66 and west to the Mississippi River. This includes SIU-Edwardsville Dental Facility and Alton Mental Health Hospital.

ELECTRICIANS AND ELECTRIC SYSTEMS TECHNICIAN (SOUTHEAST) - Remainder of county not covered by ELECTRICIANS AND ELECTRIC SYSTEMS TECHNICIAN (NW) including SIU-Edwardsville Main Campus.

LABORERS (NORTHWEST) - That area northwest of a diagonal line running from the Mississippi River at the intersection of the waterway known as Wood River at Maple Island, northeast through the highway intersection of Illinois Routes 3 and 143 and following the boundary of Alton/East Alton, then preceding northeast to the county line at a point approximately one mile west of Illinois Route 159.

PLUMBERS AND PIPEFITTERS (SOUTH) - That part of the county South of a

line between Mitchell and Highland including the town of Glen Carbon.

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

Oil and chip resealing (O&C) means the application of road oils and liquid asphalt to coat an existing road surface, followed by application of aggregate chips or gravel to coated surface, and subsequent rolling of material to seal the surface.

EXPLANATION OF CLASSES

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

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

CERAMIC TILE FINISHER AND MARBLE FINISHER

The handling, at the building site, of all sand, cement, tile, marble or stone and all other materials that may be used and installed by [a] tile layer or marble mason. In addition, the grouting, cleaning, sealing, and mixing on the job site, and all other work as required in assisting the setter. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard tiles.

ELECTRONIC SYSTEMS TECHNICIAN

Installation, service and maintenance of low-voltage systems which utilizes the transmission and/or transference of voice, sound, vision, or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background/foreground music, intercom and telephone interconnect, field programming, inventory control systems, microwave transmission, multi-media, multiplex, radio page, school, intercom and sound burglar alarms and low voltage master clock systems.

Excluded from this classification are energy management systems, life safety systems, supervisory controls and data acquisition systems not intrinsic with the above listed systems, fire alarm systems, nurse call systems and raceways exceeding fifteen feet in length.

OPERATING ENGINEER - BUILDING

GROUP I. Cranes, Dragline, Shovels, Skimmer Scoops, Clamshells or Derrick Boats, Pile Drivers, Crane-Type Backhoes, Asphalt Plant

Operators, Concrete Plant Operators, Dredges, Asphalt Spreading Machines, All Locomotives, Cable Ways or Tower Machines, Hoists, Hydraulic Backhoes, Ditching Machines or Backfiller, Cherrypickers, Overhead Cranes, Roller - Steam or Gas, Concrete Pavers, Excavators, Concrete Breakers, Concrete Pumps, Bulk Cement Plants, Cement Pumps, Derrick-Type Drills, Boat Operators, Motor Graders or Pushcats, Scoops or Tournapulls, Bulldozers, Endloaders or Fork Lifts, Power Blade or Elevating Graders, Winch Cats, Boom or Winch Trucks or Boom Tractors, Pipe Wrapping or Painting Machines, Asphalt Plant Engineer, Journeyman Lubricating Engineer, Drills (other than Derrick Type), Mud Jacks, or Well Drilling Machines, Boring Machines or Track Jacks, Mixers, Conveyors (Two), Air Compressors (Two), Water Pumps regardless of size (Two), Welding Machines (Two), Siphons or Jets (Two), Winch Heads or Apparatuses (Two), Light Plants (Two), All Tractors regardless of size (straight tractor only), Fireman on Stationary Boilers, Automatic Elevators, Form Grading Machines, Finishing Machines, Power Sub-Grader or Ribbon Machines, Longitudinal Floats, Distributor Operators on Trucks, Winch Heads or Apparatuses (One), Mobil Track air and heaters (two to five), Heavy Equipment Greaser, Relief Operator, Assistant Master Mechanic and Heavy Duty Mechanic, self-propelled concrete saws of all types and sizes with their attachments, gob-hoppers, excavators all sizes, the repair and greasing of all diesel hammers, the operation and set-up of bidwells, water blasters of all sizes and their clutches, hydraulic jacks where used for hoisting, operation of log skidders, iceolators used on and off of pipeline, condor cranes, bow boats, survey boats, bobcats and all their attachments, skid steer loaders and all their attachments, creter cranes, batch plants, operator (all sizes), self propelled roto mills, operation of conveyor systems of any size and any configuration, operation, repair and service of all vibratory hammers, all power pacs and their controls regardless of location, curtains or brush burning machines, stump cutter machines, Nail launchers when mounted on a machine or self-propelled, operation of con-cover machines, and all Operators except those listed below).

GROUP II. Assistant Operators.

GROUP III. Air Compressors (One), Water Pumps, regardless of Size (One), Waterblasters (one), Welding Machine (One), Mixers (One Bag), Conveyor (One), Siphon or Jet (One), Light Plant (One), Heater (One), Immobile Track Air (One), and Self Propelled Walk-Behind Rollers.

GROUP IV. Asphalt Spreader Oilers, Fireman on Whirlies and Heavy Equipment Oilers, Truck Cranes, Dredges, Monigans, Large Cranes - (Over 65-ton rated capacity) Concrete Plant Oiler, Blacktop Plant Oiler, and Creter Crane Oiler (when required).

GROUP V. Oiler.

GROUP VI. Operators on equipment with Booms, including jibs, 100 feet and over, and less than 150 feet long.

GROUP VII. Operators on equipment with Booms, including jibs, 150 feet and over, and less than 200 feet long.

GROUP VIII. Operators on Equipment with Booms, including jibs, 200 feet and over; Tower Cranes; and Whirlie Cranes.

GROUP IX. Master Mechanic

OPERATING ENGINEERS - Highway

GROUP I. Cranes, Dragline, Shovels, Skimmer Scoops, Clamshells or Derrick Boats, Pile Drivers, Crane-Type Backhoes, Asphalt Plant Operators, Concrete Plant Operators, Dredges, Asphalt Spreading Machines, All Locomotives, Cable Ways or Tower Machines, Hoists, Hydraulic Backhoes, Ditching Machines or Backfiller, Cherrypickers, Overhead Cranes, Roller - Steam or Gas, Concrete Pavers, Excavators, Concrete Breakers, Concrete Pumps, Bulk Cement Plants, Cement Pumps, Derrick-Type Drills, Boat Operators, Motor Graders or Pushcats, Scoops or Tournapulls, Bulldozers, Endloaders or Fork Lifts, Power Blade or Elevating Graders, Winch Cats, Boom or Winch Trucks or Boom Tractors, Pipe Wrapping or Painting Machines, Asphalt Plant Engineer, Journeyman Lubricating Engineer, Drills (other than Derrick Type), Mud Jacks, Well Drilling Machines, Boring Machines, Track Jacks, Mixers, Conveyors (Two), Air Compressors (Two), Water Pumps regardless of size (Two), Welding Machines (Two), Siphons or Jets (Two), Winch Heads or Apparatuses (Two), Light Plants (Two), All Tractors regardless of size (straight tractor only), Fireman on Stationary Boilers, Automatic Elevators, Form Grading Machines, Finishing Machines, Power Sub-Grader or Ribbon Machines, Longitudinal Floats, Distributor Operators on Trucks, Winch Heads or Apparatuses (One), Mobil Track air and heaters (two to five), Heavy Equipment Greaser, Relief Operator, Assistant Master Mechanic and Heavy Duty Mechanic, self-propelled concrete saws of all types and sizes with their attachments, gob-hoppers, excavators all sizes, the repair and greasing of all diesel hammers, the operation and set-up of bidwells, water blasters of all sizes and their clutches, hydraulic jacks where used for hoisting, operation of log skidders, iceolators used on and off of pipeline, condor cranes, bow boats, survey boats, bobcats and all their attachments, skid steer loaders and all their attachments, creter cranes, batch plants, operator (all sizes), self propelled roto mills, operation of conveyor systems of any size and any configuration, operation, repair and service of all vibratory hammers, all power pacs and their controls regardless of location, curtains or brush burning machines, stump cutter machines, Nail launchers when mounted on a machine or self-propelled, operation of con-cover machines, and all Operators (except those listed below).

GROUP II. Assistant Operators.

GROUP III. Air Compressors (One), Water Pumps, regardless of Size (One), Waterblasters (one), Welding Machine (One), Mixers (One Bag), Conveyor (One), Siphon or Jet (One), Light Plant (One), Heater (One), Immobile Track Air (One), and Self Propelled Walk-Behind Rollers.

GROUP IV. Asphalt Spreader Oilers, Fireman on Whirlies and Heavy Equipment Oilers, Truck Cranes, Dredges, Monigans, Large Cranes - (Over 65-ton rated capacity) Concrete Plant Oiler, Blacktop Plant Oiler, and Creter Crane Oiler (when required).

GROUP V. Oiler.

GROUP VI. Operators on equipment with Booms, including jibs, 100 feet and over, and less than 150 feet long.

GROUP VII. Operators on equipment with Booms, including jibs, 150 feet and over, and less than 200 feet long.

GROUP VIII. Operators on Equipment with Booms, including jibs, 200 feet and over; Tower Cranes; and Whirlie Cranes.

GROUP IX. Mechanic

SURVEY WORKER - Operated survey equipment including data collectors, G.P.S. and robotic instruments, as well as conventional levels and transits.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.

Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vactor trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.

Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work.

TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

This shall encompass laborers, workers and mechanics who drive contractor or subcontractor owned, leased, or hired pickup, dump, service, or oil distributor trucks. The work includes transporting materials and equipment (including but not limited to, oils, aggregate supplies, parts, machinery and tools) to or from the job site; distributing oil or liquid asphalt and aggregate; stock piling material when in connection with the actual oil and chip contract. The Truck Driver (Oil & Chip Resealing) wage classification does not include supplier delivered materials.

TERRAZZO FINISHER

The handling of all materials used for Mosaic and Terrazzo work including preparing, mixing by hand, by mixing machine or transporting of pre-mixed materials and distributing with shovel, rake, hoe, or pail, all kinds of concrete foundations necessary for Mosaic and Terrazzo work, all cement terrazzo, magnesite terrazzo, Do-O-Tex terrazzo, epoxy matrix ter-razzo, exposed aggregate, rustic or rough washed for exterior or interior of buildings placed either by machine or by hand, and any other kind of mixture of plastics composed of chips or granules when mixed with cement, rubber, neoprene, vinyl, magnesium chloride or any other resinous or chemical substances used for seamless flooring systems, and all other building materials, all similar materials and all precast terrazzo work on jobs, all scratch coat used for Mosaic and Terrazzo work and sub-bed, tar paper and wire mesh (2x2 etc.) or lath. The rubbing, grinding, cleaning and finishing of same either by hand or by machine or by terrazzo resurfacing equipment on new or existing floors. When necessary

finishers shall be allowed to assist the mechanics to spread sand bed, lay tarpaper and wire mesh (2x2 etc.) or lath. The finishing of cement floors where additional aggregate of stone is added by spreading or sprinkling on top of the finished base, and troweled or rolled into the finish and then the surface is ground by grinding machines.

Other Classifications of Work:

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

LANDSCAPING

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

DIVISION 1

Gateway Center
Collinsville, IL
Roof Replacement 2015
Roof Sections 3 & 4

Section 00100

Instructions to Bidders

Bidding Documents Available:

One (1) set of Contract Documents per bidder will be available at the pre-bid meeting. Contract Documents will not be issued after the **mandatory** pre-bid meeting to contractors that did not attend.

General Conditions:

The General Conditions for the project will be AIA Document A201, "General Conditions of the Contract for Construction," Fifteenth Edition, 1997 (by reference only). Section 00100, Instructions to Bidders and Section 00800, Supplemental Conditions, shall take precedent over the standard AIA Document A201.

Project Agreement:

The project labor agreement form is included in the bid package. The project agreement shall apply together with the AIA 201 document. In the event of a conflict between the two documents, the contents within the project agreement shall apply.

Bid Documents, Existing Conditions and Site Inspection:

Before submitting their proposals, bidders shall carefully examine the Bid Documents and fully inform themselves of the existing conditions and necessary dimensions.

Each bidder, by making his bid, represents that he has carefully examined the Bid Documents, attended the Pre-Bid Meeting and visited the site of the work and that he has fully informed himself prior to bidding as to ALL existing conditions and limitations under which the work is to be performed and that his bid includes a sum to cover the cost of ALL ITEMS NECESSARY TO PERFORM THE WORK as set forth in the contract documents. No allowances whatsoever will be made to any bidder because of lack of such examination or knowledge.

Should a bidder find discrepancies in or omissions from the drawings or specifications, or should he be in doubt as to their meaning, he shall at once notify Foresight Services, Inc., who will send written instruction to all bidders. The Owner will not be responsible for any oral instructions.

Addenda may be issued during the time of bidding, which shall be covered in the proposal and will become part of the Contract.

Permits, Statutory Requirements & Safety:

The Contractor shall obtain and pay for all permits as required. All applicable Federal and State Laws, Municipal Ordinances, Codes and Rules and Regulations of all authorities have jurisdiction over construction of the Project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though written therein in full. The Contractor is responsible for all job site safety and shall follow all governmental rules and regulations particularly those of the Occupational Safety and Health Administration (OSHA).

Bid Submittal, Review and Selection:

Bids must be submitted on the proposal forms furnished in the bid package, enclosed in a sealed envelope, and marked and addressed as follows:

SEALED BID ROOF REPLACEMENT 2015

Gateway Center Administrative Offices

One Gateway Drive

Collinsville, IL 62234

The name and address of the bidder must be shown on the envelope.

DIVISION 1

Gateway Center
Collinsville, IL
Roof Replacement 2015
Roof Sections 3 & 4

Section 00100

Instructions to Bidders

Bid forms must be completed in their entirety, in ink or typewritten.
No bid may be withdrawn within 90 days after the actual date of opening.

Bids will be received until 2:00 PM on Wednesday, March 10, 2015.
Bids will be opened and read aloud immediately in the Cahokian Room at Gateway Center, One Gateway Drive, Collinsville, IL 62234.
Any bids received after the due date will not be considered.

All bids will be compiled, recorded, evaluated and awarded as soon as practical. No bid can be withdrawn after the time set for receiving of bids and pending consideration of action upon same by Owner. Bids must be valid for a minimum of ninety (90) days. The Owner reserves the right to reject any or all bids, in whole or in part, without compensation or obligation to the bidders and to waive any or all technicalities or defect in any bid. The Owner reserves the right to award the contract in total of section 3 and 4, or section 3 only, or section 4 only.

Taxes:

The Owner is exempt from sales tax on products permanently incorporated into the work, thus NOT SALES TAX shall be included in the bids for these products. Bidders can obtain a Sales Tax Exemption certificate number from the Owner. Place numbers on all invoices for material incorporated in work and furnish copies of the invoices to the Owner as requested. Upon completion of the work, file with Owner a notarized statement that all purchases made under exemption certificate were entitled to be exempt. Bidder shall pay legally assessed penalties for improper use of exemption certificate number. BID SHALL EXCLUDE STATE AND FEDERAL TAXES.

Prevailing Wage Project:

No less than prevailing wages, as determined in accordance with the Illinois Prevailing Wage Law, shall be paid to all laborers, mechanics, operators and others employed to complete this project. Gateway Center requires that all outside contractors sign a Project Labor Agreement before any work is performed. This is a Prevailing Wage Project, and this will require the successful Bidder to submit certified payrolls. The contractor shall forfeit as a penalty to the Owner, on whose behalf the contract is made or awarded, ten dollars for each worker employed, for each calendar day, or portion thereof such worker is paid less than the said stipulated rates, for any work done under said contract, by the contractor or by any subcontractor under them. In all contractors' bonds the contractor shall include such provisions as will guarantee the faithful performance of the prevailing hourly wage clause as provided by contract. Contractor and their subcontractors shall be required to submit weekly payroll sheets with their monthly invoices, showing compliance to the above Prevailing Wage Standard.

Accurate records pertaining to wages paid all workers employed on the contract shall be kept within the state by the contractor and each subcontractor, for a period of one year following completion of the public work.

Bid Security:

Cash or certified cashier's check **(not bid bond or business check)** as a deposit of good faith in the amount of 4% of the proposal amount shall be required with the proposal of each bidder.

Payment and Performance Bonds:

Furnish and pay for a Performance Bond and a Labor and Material Payment Bond in the amount of 100% of the Contract Amount which covers the faithful performance of the Contract and payment of all obligations arising there under. Performance Bond and Labor and Material Payment Bond must be

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written with a company rated at least A- or better. Deliver Bonds to the Owner with executed agreement.

Shop drawings:

Three (3) sets of roof drawings, Roofing System Submittal Form, product data, samples, color charts, etc. are to be submitted to Owner for review

Insurance Requirements:

Contractors may not commence work under the contract until they have obtained insurance as specified here, nor shall the Contractor allow any Subcontractors to commence work or any portion of the work unless all insurance required by the subcontractor has been similarly approved by the Contractor.

Subcontractors Insurance – The Contractor shall require Subcontractors, if any, not protected under the Contractor's insurance policies to take out and maintain insurance of the same nature and the same amounts as required of the Contractor for Comprehensive General Liability. Subcontractors shall also be of the Contractor on all vehicles operated by each subcontractor on the site of work.

Waiver of Subrogation and Release – With respect to all insurance as required to be maintained by the Contractor and / or Subcontractor as set forth herein. Contractor hereby releases and waives, on behalf of themselves and their respective insurers, any and all rights to recovery against the Owner and its representatives, for loss or damage to contractor or any subcontractor or any third party to extent that such loss or damage is insured against or under any applicable insurance policy.

Insured Parties – All of the insurance policies required to be obtained by Contractor and subcontractors set forth herein (except Workman Compensation Insurance) shall name Owner as additional insured on a primary basis.

Certificates of Insurance – Prior to commencement of any work, and within (15) business days after receipt of NOTICE OF BID AWARD, the Contractor shall cause to be delivered to Owner's Representative, for their review and approval (1) copy of each Certificate of Insurance from the insurer, evidencing that all of the above described insurance has been obtained by Contractor and all subcontractors. All of such Certificate of Insurance shall (1) specify that the respective insurance policies shall not be canceled, modified or amended without and until sixty (60) days advance written notice issued to Owner, (2) contain a specified acknowledgement of the Agreement and the Contractual liability indemnification obligation of the insurers herein, (3) evidence the additional insured on a primary basis on the respective policies (4) evidence the coverage amounts, deductibles and limits of each policy, (5) evidence the Waiver of Subrogation endorsement in favor of the Owner, to be on a primary basis, and (6) state the type of insuring agreement to be on an Occurrence basis. Claims made coverage is not acceptable.

Indemnity Agreement – The Contractor agrees that it will save and keep harmless the Owner from any and all claims that may arise on the part of any of said Contractor's employees, agents, servants by reason of injury, death or any claim while in pursuit of the Contractor's obligations under this contract, and that all employees of the Contractor shall in no way be construed to be employees of the Owner. The cost of providing insurance specified herein shall be included in the bid price submitted by the Contractor for this project. It shall be the Contractor's sole responsibility to notify its insurance carrier of the requirements of these conditions and of the entire contract documents.

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Comprehensive Automobile Liability – Required minimum insurance coverage to be \$1,000,000 combined single limit BI/PD and \$2,000 medical payments. Each contractor shall purchase and maintain comprehensive auto liability insurance for all owned, non-owned and hired vehicles under control of their Contractor or its Subcontractors.

Worker's Compensation – Required minimum insurance coverage (1) statutory limits (2) employer's liability \$1,000,000 combined single limit for bodily injury and property damage per occurrence. Each contractor shall purchase and maintain Worker's Compensation Insurance for all of its employees employed at the site of the project. Coverage in accordance with the Worker's Compensation Act of the State of Illinois shall be provided for all operations. In case any work is sublet, the Contractor shall require Subcontractor to similarly provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by the Contractor or any Subcontractors engages in work under the Worker's Compensation Act, the Contractor shall provide, and shall cause said Subcontractor to provide any such employees with Employer's Liability Insurance for the protection of said employee.

Comprehensive General Liability – Required minimum insurance coverage:

\$2,000,000 general aggregate
\$2,000,000 products and completed operation
\$1,000,000 personal and advertising injury
\$1,000,000 each occurrence limit
\$50,000 fire damage limit
\$5,000 medical payments

Each Contractor shall purchase and maintain Comprehensive General Liability Insurance with Premises and Operations coverage insuring against claims and damages because of Bodily injury and property damage in or about the project site and/or related, directly or indirectly, to the work. Insurance coverage must be on occurrence basis. Claims made coverage is not acceptable.

Insurance Covering Special Hazards: The following special hazards shall be covered by the Contractor, by rider or endorsement to the Comprehensive General Liability Insurance policies hereinabove required (or by separate policies of insurance) in amounts as specified hereinabove.
Damage to Underground Utilities.

Trucking and Motor Vehicle Operations.

Owner's Protective Liability Insurance (Independent Contactor Coverage)

Product Completed Operations Hazards.

Any other hazards involved in the Work performed under the contract, which in the opinion of the Owner, at any time during the contract period, appears to be sufficiently dangerous to require special insurance.

Umbrella/Excess Liability Coverage:

All Contractor/Subcontractors are required to purchase or have in force Umbrella/Excess Liability Coverage in the amount of \$1,000,000. The policy should be structured as follows:

The policy shall run for the term of the project a certificate of insurance shall be issued for the project term.

\$10,000 is the maximum self-insured retention (SIR) allowed.

The schedule of underlying insurance shall encompass all primary lines of coverage including General Liability, Employer's Liability, and Auto Liability.

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Contractor to forward the Certificate of Insurance to Gateway Center prior to starting any work per the requirements listed in the project agreement. Certificate of insurance must be written with a company rated at least A- or better. The Collinsville Metropolitan Exposition Auditorium and Office Building Authority & Foresight Services, Inc, shall be named as additional insured on a primary non-contributing basis.

Builders Risk: Contractor shall provide Builders Risk insurance. Coverage to be provided on a completed value form. "All Risk" including vandalism, malicious mischief and theft of materials and equipment stored at the job site. Contractor to furnish the Owner a copy of insurance before work begins. Insurance must be written with a company rated at least A- or better. The Collinsville Metropolitan Exposition Auditorium and Office Building Authority & Foresight Services, Inc. shall be named as additional insured on a primary non-contributing basis.

Safety and Protection:

Contractor shall be responsible for furnishing materials required to restrict unauthorized access to staging areas. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

All employees on the work and other persons and organizations who may be affected thereby;

All the work and materials and equipment to be incorporated therein, whether in storage on or off the site; and

Other property at the site adjacent thereto, including structures and utilities not designated for removal, relocation or replacement in the course of completing this project.

Contractor shall comply with all applicable Laws and Regulations of any public body having jurisdiction for the safety of persons and property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection.

Indemnification:

To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless the Owner and its employees from and against all claims and damages, losses and expenses arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expenses.

Pre-Job Conference

A pre-job conference will be held with the awarded contractor prior to commencing any work. Minutes from this pre-job conference will become part of the contract documents.

Daily Reports:

Reports are to be filled out on a daily basis, even if no work is performed, after the project begins. Reports are to be sent on a weekly basis via fax (618-345-9024) to Gateway Center to the attention of Cynthia Warke. Payments may be delayed if reports are not received.

Communication Form:

The awarded contractor will complete the communication form which includes emergency numbers

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and forward to Cynthia Warke with Gateway Center before work begins.

Substantial Completion and Liquidated Damages:

Timely completion of all projects is essential and could have bearing on issuance of Contracts for the project. The Substantial Completion for the project is requested to be no later than forty-five (45) days **after** project is awarded. Contractors shall supply, with their bids, the number of days required to start the project and complete the project from the date of award.

Liquidated damages may be assessed and deducted from the contract at the rate of \$100.00 per work day, for work that is not substantially complete by the date established in the project agreement. All paperwork including warranties, lien waivers, pay applications, etc. must be completed within thirty-five (35) days after the punch list is received or the Owner may assess liquidated damages at the rate of \$200.00 per workday.

Changes in the Scope of Work:

Additions, deletions, or other changes in the scope of work must be authorized by the Owner's representative in writing prior to the contractor initiating the change. If the impact is an increase to the Contractor, it shall be figured at the cost to perform the work as indicated in the unit prices on the bid form or negotiated prior to making the change. The cost to perform the work is defined as all labor, materials and equipment costs for a complete installation

Asbestos:

Roof cores were taken and test results were negative for any materials containing asbestos.

Licenses:

Contractor must supply a copy of all applicable Federal, State, County, or City licenses necessary to conduct its business with the owner if requested.

Applications for Payment:

Contractor to submit pay applications to the attention of Cynthia Warke at Gateway Center, One Gateway Drive Collinsville, IL 62234 by the first business day of the month in order for payment to be rendered no later than the first business day of the following month.

Temporary Facilities:

The Contractor will be responsible for providing any and all temporary facilities as needed including restrooms, potable water, temporary power, and dumpsters (contents of which are to be removed at frequent intervals-weekly at a minimum and disposed of in a legal manner.) Owner may grant permission to Contractor for temporary power and water if available in immediate area and convenient to Owner. **No access to building interior without express consent of Owner.** Employee parking, material storage, access and staging areas will be reviewed at the pre-bid meeting.

Record Drawings:

The Contractor is responsible for providing "redlined" roof drawings to Cynthia Warke at Gateway Center, One Gateway Drive Collinsville, IL 62234, unless notified otherwise, after project completion. These drawings will include actual dimensions, additions, changes or deviations from the original plan.

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Site Management:

The Contractor acknowledges that the Work is being performed at a location where the Owner has ongoing business operations. Therefore, the Contractor shall follow the reasonable requirements of the Owner, shall maintain good order among its agents and employees performing the Work, and shall comply with all rules and requirements of the Owner concerning the Project, including safety requirements, regulatory compliance and any limitations on hours of operation, staging and storage areas, construction parking, use and shutdown or interruption to Owner facilities and utilities, temporary signage, and ingress and egress. The project will not tolerate any obnoxious gestures, abusive language or unprofessional acts. Please be courteous to everyone.

Contractor Requirements:

Contractor to have a written safety program that has been implemented for at least twelve (12) months.

Contractor has a full time person responsible for safety with a minimum of thirty (30) hours of OSHA construction safety training.

Contractor has an Experience Modification Rate of 1.0 or less and an incident rate less than the U.S Department of Labor average.

Contractor to have insurance company's A.M. Best rating of A-VI or better.

Contractor to have retained earnings of **\$500,000.00** or more.

Contractor to have a minimum of five (5) years experience with roofing manufacturer and have at least fifty (50) installations similar to project specified in addition to having key personnel on site while job in progress that has attended a quality control seminar by the manufacturer within the last twelve (12) months.

Bonds, Certificates & Forms:

The Certificate of Insurance form shall be on Insurer's standard form.

The Completion Certificate form shall be provided to the awarded Contractor by Gateway Center.

The Application for Payment form and the Schedule of Values form shall be provided to the awarded Contractor by Gateway Center.

The Change Order form shall be provided to the awarded Contractor by Gateway Center.

Owner / Architect Clarification:

Where the word "Architect" appears, it shall be mean "Owner" or "Owner Appointed Representative" when an Architect is not overseeing the work.

End of Section 00100

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Section 00800 **Supplementary Conditions**

Part 1 – General

The following conditions supplement, modify, change, delete from or add to the AIA-A201 – 1997 General Conditions (reference only) of the Contract.

Page 6. Paragraph 1.1 Definitions

The following new subparagraph is added:

1.1.8 Word Definitions

- 1 Unless otherwise expressly stated, wherever in the Contract Documents the words "approved", "reviewed", "acceptable", "satisfactory", "directed", "required", "permitted", "ordered", "designated", "prescribed" or words of like import are used, it shall be understood that the action required, referenced or determination rests solely with the Owner or his duly Authorized Representative.
- 2 Unless otherwise expressly stated, wherever in the Contract Documents the words "as shown" or "as indicated" or words of like import are used, they shall mean as shown or as indicated on the drawings.
- 3 Unless otherwise expressly stated, wherever in the Contract Documents the word "provided" is used, it shall mean furnished and installed in place, complete and tested.
- 4 Wherever the word "Product" is used in these Contract Documents, it shall refer to materials, systems, and equipment provided by the Contractor.

Page 6 Subparagraph 1.2.3

Add the following: In case of a conflict within the contract documents, the documents including the greater quantity or quality, as determined by the Owner or his duly Authorized Representative shall take precedence.

Article 15 (New) Reference Specifications and Codes

Wherever referenced standards, specifications, codes, etc. appear in the Contract Documents without an identifying date, it is understood that the latest specification of such associations, including latest additions or amendments thereto as of the date of bidding, or as referenced in the applicable Building Code shall apply to this contract.

Article 16 (New) Equal Opportunity

16.1 The Contractor shall maintain policies of employment as follows:

The Contractor and all Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin or age. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to race, religion, color, sex, national origin or age.

16.2 The Contractor and all Subcontractors shall, in all solicitations or advertisements for employees, place by them or on their behalf,, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin or age.

End of Section 00800

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Section 07530

EPDM Membrane Roofing

(All materials will not be used)

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PART 1 - GENERAL

1.1 GENERAL REQUIREMENTS

- A. Roofing contractor requirements. The roofing contractor shall be responsible for performing all work necessary including scheduling, coordinating and managing to accomplish the roof replacement as described in the plans and specifications.
- B. Deviations. In the event this Specification deviates from the manufacturer's current specification, this specification prevails, except where they conflict with the manufacturer's requirements for the specified guarantee. In this case, the manufacturer's specification prevails.
- C. Specification Amendments. Drawings, addenda and modifications may be issued subsequent to the printing of this Specification. Ascertain that such amendments to this Specification are acceptable alterations.
- D. Contractor Acceptance. Prior to the project start, ascertain that all aspects of this Specification and possible modifications are workable and do not conflict with the manufacturer's requirements for the specified guarantee. Upon commencement of the work, it will be presumed that this Specification and drawings, addenda and modifications are satisfactory to both the Contractor and the manufacturer in their entirety.
- E. Supplied Material. Supply all materials of the roofing system, including accessory products. The bidding Contractor, by making his bid, represents that his bid price is based on the use of the materials listed in Part 2 Products.
- F. Existing Conditions. If discrepancies are discovered between the existing conditions and those noted on the drawings, the owner's representative and manufacturer will be notified by phone for direction prior to commencing with the work. Necessary steps will be taken to make the building watertight until the discrepancies are resolved.

1.2 QUALIFICATIONS

- A. Roofing Material Manufacturer: A company specializing in the manufacturing of products specified for EPDM membrane roofing materials, with a minimum of 25 years documented experience.
- B. Roofing Materials Applicator: A company specializing in performing the work in this section, with a minimum of 5 years of documented experience with the manufacturer listed in the base bid. In addition, the contractor shall have at least 50 installations similar to the one specified with base manufacturer and must have (1) key personnel on site while job in progress that has attended a quality control seminar by the membrane manufacturer in the last 12 months.

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1.3 SCOPE OF WORK

- A. Provide all labor, material, tools, equipment, and supervision necessary to complete the installation of 60 mil reinforced **and / or** non-reinforced (as indicated on the drawings), fully adhered EPDM roofing system. Include roof boards, accessories, insulation and flashings as specified herein and as indicated on the drawings in accordance with the manufacturer's most current specifications and details for the areas as indicated. All sheet metal associated with the roof system (drip edge, copings, termination bars & fascia) shall be included with the total roof system warranty and be in accordance with the latest ANSI / SPRI ES-1 requirements.
- B. Extent of Work - The roofing contractor shall:
- Be fully knowledgeable of all requirements of the contract documents and shall make themselves aware of all job conditions that affect their work.
 - Confirm all given information and advise the building owner or agent, prior to bid, of any conflicts that will affect their cost proposal.
 - Be responsible for performing all work necessary to accomplish the roof system installation described in the plans and specifications, including sheet metal, carpentry, HVAC, electrical, equipment, etc.

1.4 REFERENCE STANDARDS

References in these specifications to standards, test methods, codes etc., are implied to mean the latest edition of each such standard adopted. The following is an abbreviated list of associations, institutions, and societies, which may be used as references throughout these specifications.

| | |
|---------------|---|
| <u>ASTM</u> | American Society for Testing and Materials |
| <u>FM</u> | Factory Mutual Engineering and Research |
| <u>ASCE</u> | American Society of Civil Engineers |
| <u>NRCA</u> | National Roofing Contractors Association |
| <u>SPRI</u> | Single Ply Roofing Institute |
| <u>OSHA</u> | Occupational Safety and Health Administrations |
| <u>SMACNA</u> | Sheet Metal and Air Conditioning Contractors National Association |
| <u>UL</u> | Underwriters Laboratories |

1.5 RELATED DOCUMENTS

Drawings and general provisions of the Contract, including General and Supplementary conditions, and manufacturer's most current specifications and details, apply to this section. Industry standards described in the latest publications of the National Roofing Contractors Association and the Single Ply Research Institute also apply to this section.

1.6 SYSTEM PERFORMANCE REQUIREMENTS

General: Install EPDM system to withstand wind loads specified, structural movement, thermally induced movement, and exposure to weather and light foot traffic without failure. Roof system shall be designed to meet local codes and ordinances as required.

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UL Listing: Provide labeled materials, which have been tested and listed in "Roofing Materials Directory" for applications indicated, with Class A rated materials/system for roof slopes shown.

The Roofing system must have been successfully tested to meet or exceed the calculated uplift pressure required by the International Building Code (ASCE-7) or ANSI/SPRI WD-1.

Note: Install Roofing Manufacturer's required system enhancements to achieve the specified warranty.

1.7 SUBMITTALS

Submit specifications, installation instructions and general recommendations from manufacturer's literature for types of roofing required. Provide roof plan, membrane details, walkway or paver layout, tapered insulation/cricket layout and sheet metal details. Shop drawings will be required to be reviewed before job can begin. Provide schedule of project completion at pre-job meeting.

1.8 QUALITY ASSURANCE

Perform work in strict conformance to manufacturer's latest standards and details. Eliminate the use of uncured flashings and use pressure sensitive materials or cured material whenever possible. Use non-penetrating membrane securement details whenever possible.

1.9 JOB CONDITIONS

Proceed with installing materials only when existing and forecasted weather conditions will permit work to be performed according to the manufacturer's recommendations and warranty requirements, and when substrate is dry. Comply with the manufacturer's written instructions for proper material storage. Material Safety Data Sheets (MSDS) must be on site during roofing application.

1.10 PROTECTION

- A. Roofing contractor shall adequately protect building, paved areas, service drives, lawn, shrubs, trees etc. from damage while performing the required work. Provide canvas, boards, and sheet metal (properly secured) as necessary for protection and remove protection material at completion. The contractor shall repair or be responsible for costs to repair all property damaged during the application.
- B. During the roofing contractor's performance of the work, the building Owner or Tenant may occupy the existing building. The contractor shall take precautions to prevent the spread of dust and debris, particularly where such material may sift into the building. The roofing contractor shall provide labor and materials to construct, maintain and remove necessary, temporary enclosures to prevent dust or debris in the construction areas from entering the remainder of the building.
- C. Do not overload any portion of the building, by either use of or placement of equipment, storage of debris, or storage of materials.

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- D. Protect against fire and flame spread. Maintain adequate fire extinguishers.
- E. Take precautions to prevent drains from clogging during the roofing application. Remove debris at the completion of each day's work and clean drains, if required. At completion, test drains to ensure the system is free running and drains are watertight. Remove strainers and plug drains in areas where work is in progress. Install flags or other telltales on plugs. Remove plugs each night and screen drain.
- F. Protect adjacent surfaces against staining or mechanical damage.
- G. Do not allow insulation products prolonged exposure to weather. Contractor to tarp or protect all insulation products prior to installation. If insulation is exposed to moisture prior to application, insulation shall be removed from site and replaced with new insulation by approved manufacturer.
- H. Temporary waterproof tie-ins installed daily regardless of weather predictions. The roofing contractor shall provide and be responsible for providing overnight and temporary weather protection at all times. Install and protect all building and roofing components during all phases of the work.
- I. Provide protection, such as ¾ inch thick plywood, for all roof areas exposed to traffic during construction. Plywood shall be smooth -free of fasteners and splinters.
- J. Exercise caution during adhesive spraying to avoid overspray.

1.11 WARRANTIES

- A. Provide two (2) year Contractor's Warranty beginning on the date of substantial completion. Sample form at the end of this section.
- B. Provide manufacturer's 15-year total System Warranty covering both labor and material with no dollar limitation. Maximum wind speed coverage shall be peak gusts of **72 mph minimum** (per local code) measured at 10 meters above ground level.
- C. All new materials including Metal Edge Trim, insulation, Type III or Type IV asphalt, base sheet, etc. must be included under the Total System Warranty.
- D. Warranty Information:

| | | |
|------------------|--|---|
| Building Owner: | | Collinsville Metropolitan Exposition Auditorium & Office Building Authority |
| Building Name: | | Gateway Center |
| Address: | | One Gateway Drive |
| | | Collinsville, IL 62234 |
| | | |
| Number of Years: | | Fifteen (15) |
| Wind Speed: | | 72 miles per hour |
| Type: | | Total System Warranty including metals |

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PART 2 - PRODUCTS

2.1 POLYISOCYANURATE INSULATION

A. Rigid roof insulation panel composed of a closed cell polyisocyanurate foam core bonded on each side to fiber reinforced facers with thickness as indicated. Insulation must be protected from open flame and kept dry at all times. Install only as much insulation as can be covered the same day by completed roof system. ASTM C1289-06, Type II, Class 1.

B. Rigid roof insulation panel composed of a closed cell polyisocyanurate foam core bonded on each side to premium performance coated glass facers with thickness as indicated. Insulation must be protected from open flame and kept dry at all times. Install only as much insulation as can be covered the same day by completed roof system. ASTM-C1289-06, Type II, Class 2.

Provide tapered insulation when required with slope and starting thickness as indicated on drawings. Insulation systems must be covered under total system warranty

2.2 EXPANDED POLYSTYRENE INSULATION (EPS)

Insulation thickness shall be size and type as indicated on drawings and supplied by roof systems manufacturer. Insulation material shall meet or exceed the requirements of ASTM C578-95, Type IX. Provide tapered insulation, if required, with slope and starting thickness as indicated on drawings. EPS included under total system warranty

2.3 SADDLES/CRICKETS/TAPERED EDGE STRIPS

Install factory fabricated medium glass facer polyisocyanurate insulation products. Crickets (double the field slope – starting at “0” inches) are to be installed on the high side of roof curbs and penetrations to properly divert the water.

2.4 MECHANICAL FASTENERS (when required for membrane and insulation for wood and metal decks)

Fasteners and plates shall be FM Approved, and/or approved by the manufacturer of the primary roofing products. The fasteners shall provide attachment required to meet the specified uplift performance. The fastening pattern for each panel to be used shall be as recommended by the manufacturer and approved by the manufacturer of the roofing system and to meet warranty and uplift requirements.

2.5 SUBSTRATE ADHESIVE

Provide a two (2) component polyurethane construction grade low-rise expanding adhesive. The adhesive and its installation methods must be acceptable to the Roofing System Manufacturer and included in the specified warranty. The adhesive must also be compatible with the specified roofing system.

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2.6 POLYURETHANE SEALANT / CAULKING

Sealant to be a one-component elastomeric gun grade polyurethane sealant, NP-1 as manufactured by Sonneborn Building Products, or approved equal, with installation per manufacturer's recommendations.

2.7 RETROFIT ROOF DRAINS

One-piece spun aluminum body and heavy duty cast aluminum strainer dome and clamping ring, Hercules RetroDrain, as manufactured by OMG Roofing Products, or approved equal, designed to replace an existing roof drain during re-roofing process. More information located at the end of specifications.

2.8 NEW OVERFLOW DRAIN

Overflow drain to be Model 1080 as manufactured by J.R. Smith or approved equal with metal strainer dome. Drain to not have any sump and be level with finished roof surface with two (2) inch tall exterior water dam. Drain pipe attached to new drain shall be code approved with size(s) as indicated on the drawings and attached to an exterior bronze downspout nozzle, Model 1770, as manufactured by J.R. Smith or equal.

2.9 THROUGH WALL SCUPPER OVERFLOW PROTECTION

Size(s) shall be installed as noted on the drawings. Installation shall be per SMACNA requirements and per details on drawings. Bottom of lower lip shall be as indicated on drawings.

2.10 ROOF VENTILATORS

Large Aluminum Breather as manufactured by Portals Plus, Inc. or approved equal. Breather shall be .060" spun aluminum with a base flange diameter of 11.5" and a height of no less than 11". The stand pipe will have a 6.5" base opening and a 4.5" counter flashing rain cap that will be a locking, vandal proof type.

2.11 ROOF MEMBRANE & ACCESSORIES

Furnish 60 mil reinforced and / or non-reinforced (as specified on drawings) EPDM (Ethylene, Propylene, Diene Terpolymer) conforming to the minimum physical properties of ASTM D4637. Factory applied splice tape is recommended.

Accessories including adhesives, splice tape, primers, cleaning solvent, sealers, pipe flashings etc. are to be per the manufacturer's specifications.

Manufacturers: Carlisle SynTec, Inc.;
Firestone Building Products
Versico Inc.
Johns Manville

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2.12 SHEET METAL:

- A. New metal edging shall be installed with continuous cleat. All new metal shall be included in the roofing manufacturers total system guarantee for the total system.

Edge trim materials as indicated (or approved equal):

| Carlisle SynTec | Firestone Products | Versico | Johns Manville |
|-----------------------|--------------------|------------------|--------------------|
| SecurEdge 1000 | Anchor Guard | VersiTrim 1000 | Presto-Tite Fascia |
| SecurEdge 2000 Fascia | Firestone Coping | VersiTrim 2000 | Presto-Lock Coping |
| SecurEdge 3000 Fascia | | VersiTrim Coping | |
| SecurEdge 200 Coping | | | |

NOTE: Certified Shop Fabricated perimeter edge metals in accordance with ANSI / SPRI ES-1 requirements are also acceptable if covered by the Roofing System Warranty. Roofing Manufacturer Certification confirmation required.

- B. Prefinished counter flashing and miscellaneous metals shall be Kynar 500 standard color painted finished steel sheet, with a minimum thickness of 24 gauge. Material and installation shall also be in accordance with SMACNA.
- C. New steel gutters shall be Kynar 500 standard color coated 24 gauge galvanized steel 6" box type with the front edge a minimum of 1" lower than the back as manufactured by Metal Era, W.P. Hickman Company or approved equal. Gutters and downspouts to be designed per SMACNA requirements for rain fall in this geographic location.
- D. New steel downspouts shall be Kynar 500 standard color coated 24 gauge galvanized steel with the minimum size of 3" x 4".
- E. Conductor Head: The conductor head, minimum 24 gauge Kynar steel, shall be supplied by the gutter manufacturer to be compatible with the gutter system. Finish shall be Kynar 500 standard colors.

2.13 NEW WOOD NAILERS

New treated wood blocking and supports, # 2 & better construction grade, to comply with the Preservative Process by Pressure Process: AWPA C2. Preservative Chemicals shall be acceptable to authorities having jurisdiction and contain no arsenic or chromium. Kiln dry lumber after treatment to a maximum moisture content of 19 percent. Do not use material that is warped. If cut after treatment, apply field treatment complying with AWPA M4. Fasteners into treated blocking shall have hot-dip zinc coating complying with ASTM A 153 or be Type 304 stainless steel.

2.14 WALKWAY PADS

Pressure sensitive walkway pads supplied by the membrane manufacturer and included in the total system warranty. Locations shall be as shown on drawings or described in plan notes.

DIVISION 7

Thermal and Moisture Protection

Section 07530

EPDM Membrane Roofing

(All materials will not be used)

Gateway Center

Collinsville, IL

2015 Roof Replacement

Sections 3 & 4

2.15 ROOF HATCH

Milcor, Inc. Type RD-1, Model 3501-132-9, size 30" x 36" for new installation, or to fit existing opening for replacement, single leaf type, or approved equal, with Upright Safety Bar that bolts to the side of the frame that automatically locks when fully extended for safer and more convenient passage. Cover and frame shall be mill finish aluminum and the hinges, hardware and latch shall be per manufacturer's specifications. Manufacturer shall warrant all goods sold to be free from defects in workmanship, but limits liability to five (5) years from date of shipment and expressly to the replacement of goods not complying with this warranty.

2.16 ROOF COVER BOARD

Roof cover board to be SecurShield HD Plus, as manufactured by Carlisle Syntec (or approved equal), with thickness as indicated on drawings. Roof board shall be glass mat-faced gypsum with a non-asphaltic, highly filled proprietary heat cured coating on one side conforming to ASTM D 1621. Roof board must be covered under total system warranty.

2.17 PIPE SUPPORTS

In lieu of protection pads attached to treated wood blocking, if specified, for gas, electrical, condensate lines, etc., contractor shall install PipeGuard rooftop pipe supports by OMG Roofing Products, or approved equal, per manufacturer's guidelines and requirements. More information located at the end of specifications.

2.18 SILICONE SEALANT

Silicone building sealant is a one-part, low modulus, neutral-curing silicone sealant for use in high-movement weather sealing applications for new and remedial construction joint sealing applications. Dow Corning 790 Silicone Sealant or approved equal. Furnish and install closed cell backer rod per manufacturer's recommendations.

2.19 HIGH TEMPERATURE SILICONE SEALANT

General purpose one-component silicone adhesive/sealant shall be used for high temperature applications (maximum 356 degrees F). Dow Corning 732 Multi-Purpose Sealant or approved equal.

2.20 STEEL LADDER

Heavy duty fixed one-piece welded steel ladder with walk-thru handrails, Series FW, manufactured by Cotterman Company (800-552-3337), or approved equal. Side members shall be 1/4" x 2" x 2" steel angle with 7" deep stand-off brackets. Climbing rungs to have 3/4" corrugated steel round rungs with 12" centers.

2.21 FIBER BOARD

High density wood fiber board 1/2" thick with asphalt coated facer with a minimum compressive strength of 32 psi and minimum density of 15.5 pcf. Fiber board must be covered under total system warranty.

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Thermal and Moisture Protection

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(All materials will not be used)

Gateway Center

Collinsville, IL

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2.22 BASE SHEET

Base Sheet to be a premium modified asphalt base sheet that meets or exceeds the requirements of ASTM D6163 Type 1, Grade S for SBS-modified bituminous sheet materials using glass fiber reinforcements.

Base sheet and installation to be compatible with the total system warranty and approved by the Roofing System Manufacturer.

2.23 LIGHTWEIGHT CONCRETE REPAIR

Zono-Patch, a mixture of cementitious binders, low density fine aggregates and proprietary additives specifically designed for repair of lightweight insulating concrete roof deck surfaces of all types as manufactured by Siplast (469-995-2200 or www.siplast.com) or approved equal.

2.24 SELF ADHESIVE UNDERLAYMENT

SBS rubber modified, self-adhesive asphalt blend with a woven slip-resistant traction film on the top surface and an opaque release film on the bottom surface.

Carlisle 725 TR or approved equal.

2.25 EXPANSION JOINT

Provide manufacturer's approved expansion joint system that will be included the Total System Warranty. Deck to deck joints shall be a minimum of ¾" wide and maximum of 3" wide. Deck to wall joints shall be a minimum of ¾" wide and maximum of 2" wide. Expansion joint filler must be installed prior to installation of expansion joint support to help eliminate internal pressure and condensation.

2.26 GYPSUM ROOF DECK REPAIR

Repair existing gypsum roof decking per "Gypsum Roof Deck Replacement Procedures" published by the National Roof Deck Contractors Association requirements. (Please refer to the NRDCA website at www.nrdca.org.)

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Thermal and Moisture Protection

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(All materials will not be used)

Gateway Center

Collinsville, IL

2015 Roof Replacement

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PART 3 - EXECUTION

3.1 GENERAL

Manufacturer's requirements for the application of the EPDM roofing system shall be strictly followed.

- A. Contractor shall remove and dispose of all existing roofing system(s), flashings, etc. if required and as directed. Contractor shall follow all Federal, State, and Local laws and regulations during entire removal and disposal process, as well as more stringent guidelines if supplied by owner in writing. Provide temporary roofing and temporary protection as necessary to protect building structure and interior from inclement weather and elements. If temporary roofing is installed and left in place, it must also be covered by roofing system warranty specified.
- B. Verify conditions are satisfactory to receive the new roof system. Beginning work constitutes acceptance of conditions. Check projections, curbs, and deck for condition, rust and inadequate anchorage, foreign material, moisture, or unevenness that would prevent quality and execution of new roofing system. The roofing substrate shall be kept free of foreign particles prior to and while installing the roof system. If unacceptable conditions are discovered, contractor to notify Owner's representative immediately in order for corrective actions can be discussed and approved by both the Owner and Roof System Manufacturer.

3.2 INSULATION / FIBER BOARD INSTALLATION

Install insulation to meet the system performance criteria and the roofing manufacturer's requirements. Stagger joints, butt boards and cut around penetrations and perimeters with no gaps exceeding 1/8". Install insulation to shed water at roof penetrations. Stagger insulation joints both horizontally and vertically if multiple layers are provided. Secure material to the substrate as specified with the required mechanical fasteners or adhesive in accordance with the manufacturer's specifications.

3.3 SADDLES / CRICKETS / TAPERED EDGE STRIP INSTALLATION

Install fabricated medium glass facer polyisocyanurate insulation products. Crickets (double the field slope – starting at "0" inches) are to be installed on the high side of roof curbs and penetrations to properly divert the water.

3.4 RETROFIT DRAINS

The Contractor is responsible for measuring the I.D. of the existing drain to determine the proper size or the retrofit drain. Clean the existing leader pipe of excess bitumen, build-up, dirt and debris. Remove the clamping ring assembly from existing drain and discard. Install new drain per manufacturer's instructions and comply with the roofing manufacturer's requirements for installation.

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EPDM Membrane Roofing

(All materials will not be used)

Gateway Center

Collinsville, IL

2015 Roof Replacement

Sections 3 & 4

3.5 ROOF MEMBRANE INSTALLATION

Unroll and position membrane without stretching. Allow the membrane to relax approximately 30 minutes before splicing. Apply adhesive per manufacturer's specifications.

3.6 SPLICING

Seam Tape Splice - Overlap adjacent sheets a minimum of 4" and fold back top sheet to expose splice surfaces. Provide tape splices per manufacturer's recommendations. Do not use adhesive splice method without written approval from Foresight Services.

3.7 OVERFLOW PROTECTION

A. Overflow Drain: Install per drain and roofing manufacturer's requirements and attach to the properly sized and code approved piping as required. Drain to be flush with finished roof surface with the water dam ring two (2) inches above finished roof surface. Drain shall not be "sumped". Install new piping as required to building sidewall "Daylight" and install bronze exterior nozzle assembly.

B. Through Wall Scupper Assembly: Size(s) to be installed as noted on the drawings. Installation shall be per SMACNA requirements and per details on drawings. Bottom of lower lip shall be installed as indicated on drawings but no higher than two (2) inches above finished roof height. Install waterproof "picture frame" Kynar 500 24 gauge steel trim around exterior opening.

3.8 WOOD BLOCKING

During the reroofing process, the Roofing Contractor shall check to be sure that the nailers are in good condition and well secured to the building. The Roofing Contractor shall notify the designer if unexpected conditions or deteriorated materials are discovered. Questionable members shall be removed and replaced per the proposal unit price. Securely attach treated wood blocking to substrate to safely resist an uplift force of 200 lbs. per lineal foot. Each member to have a minimum of 2 fasteners located not more than 3 inches from each end and be spaced a maximum of 12 inches on center and penetrate the wood to achieve the pull out resistance. Fasteners shall be staggered for wood members wider than 6 inches with a maximum spacing of 12 inches on center. New wood blocking that will be in contact with any metal to have 15 lb. felt paper installed between the treated wood and the metal. Fasteners shall be type 304 stainless steel or with hot-dip zinc coating complying with ASTM A 153/A.

3.9 SHEET METAL

Install per manufacturer's printed specifications and details and as outlined on plans. Follow SMACNA recommendations for installation procedures.

3.10 FLASHING

Install per manufacture's requirements. Pressure-sensitive uncured flashing limited to overlayment of vertical seams, flash inside/outside corners, vent pipes, scuppers and unusually shaped penetrations.

DIVISION 7

Thermal and Moisture Protection

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Collinsville, IL

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3.11 WALK & PROTECTION PADS

Install walk & protection pads per the roofing manufacturer's requirements.

3.12 ROOF COVER BOARD INSTALLATION

Roof cover boards shall be installed as specified in accordance with uplift requirements and roof membrane manufacturer's written recommendations. All joints should be staggered with edge joints located on, and parallel to deck ribs. End joints of adjacent lengths should be staggered. Tightly butt board ends and edges.

3.13 STEEL LADDER INSTALLATION

Install ladder with walk through handrails per manufacturer's recommendations with minimum 3/8" x 4" expansion anchor at each mounting bracket for brick, stone veneer or concrete walls. Install 3/8" x 2.5" toggle bolt for masonry block.

3.14 BASE SHEET INSTALLATION

Fasten the base sheet with the approved application to meet the uplift requirements and per the manufacturer's requirements. Pull out test reports and letter of approval for pull out test by membrane manufacturer shall be responsibility of the Roofing Contractor and shall be supplied to Foresight Services prior to being installed.

3.15 ROOF HATCH

Install in accordance with manufacturer's instructions. Coordinate with the installation of the roofing system and related flashings for weather tight installation.

3.16 PIPE SUPPORTS (contractor option)

Install the supports (PipeGuard or approved equal) in accordance with manufacturer's recommendations. Contact roof system manufacturer as to requirements as needed.

3.17 EXPANSION JOINTS

Install expansion joint support and flash with cured membrane. All deck to deck expansion joints require membrane securement on both sides. All deck to wall expansion joints require appropriate membrane securement installed on the deck. Expansion joint filler must be installed prior to installation of expansion joint support to help eliminate internal pressure and condensation.

3.18 VENTILATORS, LOUVERS, ETC.

Install per ventilator & roofing system manufacturer's recommendations.

3.19 LIGHTWEIGHT CONCRETE REPAIR

Repair any defects in the lightweight surface 2" diameter or larger and 1/4" deep or deeper. Remove all debris and any deteriorated material down to sound substrate. Moisten the existing lightweight insulation concrete surface with water or a 1:1 dilution of acrylic or PVA bonding agent. Pour the Zono-Patch into place. Finish to a smooth surface. Trowel finish the feathered edges to a smooth transition to the existing surface in a workman-like manner. Install all materials per the manufacturer's printed instructions.

DIVISION 7

Thermal and Moisture Protection

Section 07530

EPDM Membrane Roofing

(All materials will not be used)

Gateway Center

Collinsville, IL

2015 Roof Replacement

Sections 3 & 4

3.20 LIGHTWEIGHT GYPSUM DECK REPAIR

Repair existing gypsum roof decking per "Gypsum Roof Deck Replacement Procedures" published by the National Roof Deck Contractors Association requirements. (Please refer to the NRDCA website at www.nrdca.org.)

3.21 CLEAN UP

Protect adjacent surfaces from staining or soiling. Protect roof drains from collecting debris from roofing operations. Completed roof areas and surrounding areas are to be kept clean, free from any trash or other material collected from roofing operations.

3.22 FINAL INSPECTION

When project is substantially complete and before the roofing manufacturer has been contacted for the warranty inspection, the Contractor shall notify Foresight Services, Inc. Foresight will perform a punch list, which may be reviewed with the roofing manufacturer's inspector, and will be sent to all required parties. All items on the punch list must be addressed prior to final payment. The roofing contractor shall state in writing that all punch list items have been completed with pictures confirming repairs.

DIVISION 7

Thermal and Moisture Protection

Section 07530

EPDM Membrane Roofing

(All materials will not be used)

Gateway Center

Collinsville, IL

2015 Roof Replacement

Sections 3 & 4

TWO (2) YEAR WATERTIGHT WARRANTY

| | |
|---------------------|---|
| Building Owner: | Collinsville Metropolitan Exposition Auditorium & Office Building Authority |
| Building Name: | Gateway Center |
| Address: | One Gateway Drive |
| | Collinsville, IL 62234 |
| Date of Completion: | |
| Expiration Date: | Two (2) Years from Substantial Completion |

This warranty requires that the roofer shall repair leaks resulting "solely from faults or defects in workmanship applied by or through the roofing contractor." This does not exclude or relieve any manufacturer's warranties or responsibilities.

This warranty excludes: All damage attributable to lightning, windstorm, hailstorm, or other unusual phenomena of the elements; foundation settlement; failure or cracking of the roof deck; defects or failure of substrate; faulty construction of parapets, copings, chimneys, skylights, etc.; fire; or clogging of drains.

This warranty shall be null and void if any of the following shall occur:

- a) If there are any alterations or repairs made on or through the roof or objects such as, but not limited to, structures, fixtures, or utilities are placed upon or attached to the roof without first obtaining written authorization from the roofing contractor.
- b) Failure by the Owner to use reasonable care in maintaining the roof.

As with the manufacturer's warranty or guarantee, this roofing contractor's warranty shall not be liable for any incidental, consequential or other damages including, but not limited to, loss of profits or damage to building or its contents under any theory of law.

During the terms of this warranty, the roofing contractor shall have free access to the roof during regular business hours.

ROOFING CONTRACTOR: _____

ACCEPTED BY: _____ TITLE: _____
(Print or type name)

SIGNATURE: _____ DATE: _____



208 Pine Street
Highland, IL 62249
(618) 654-8919 • (618) 654-1780 Fax

END OF SECTION 07530

GATEWAY CENTER

2015 ROOF REPLACEMENT SECTIONS 3 and 4

ONE GATEWAY DRIVE, COLLINSVILLE, IL 62234

ARCHITECT:
FORMATION
ARCHITECTS, INC.
208 Pine Street
Highland, IL 618-631-0020

CONSULTANT:
4SIGHT
208 Pine Street
Highland, IL 618-634-8919

PROJECT

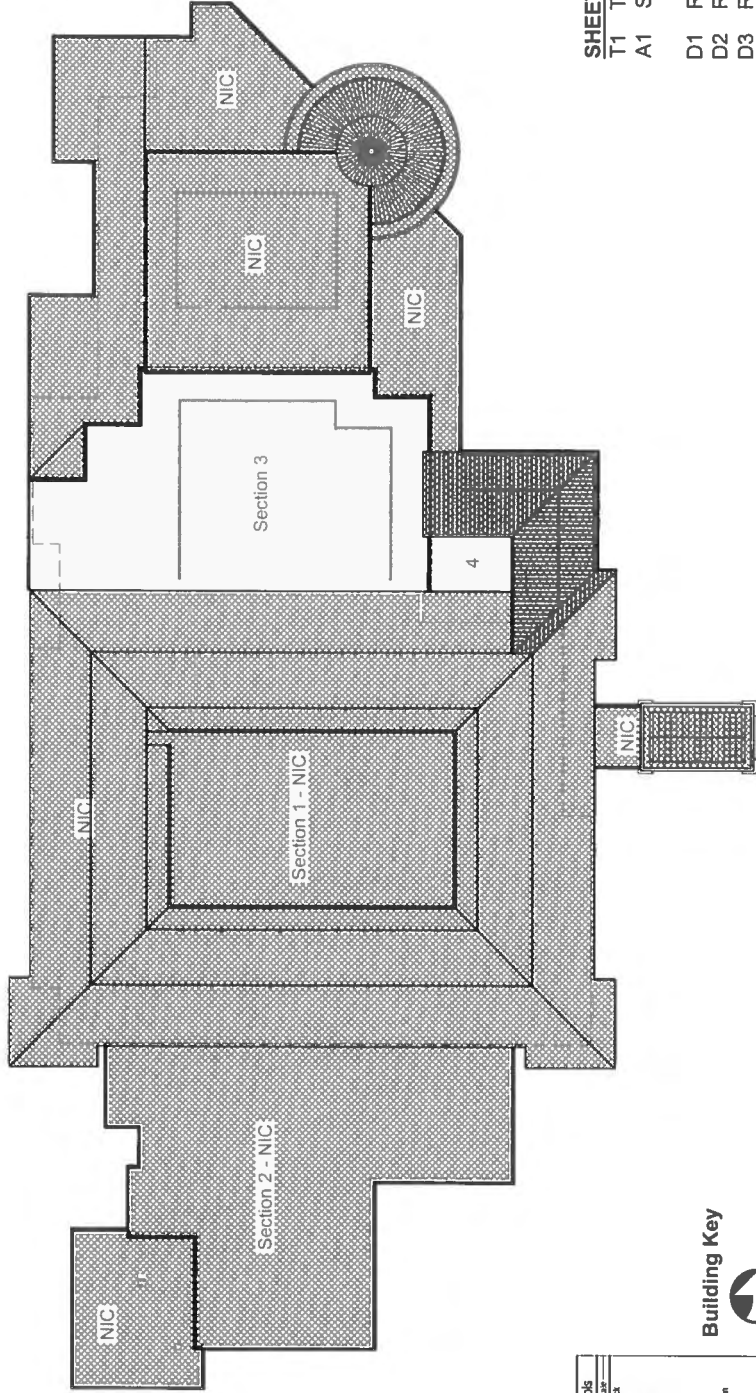
Gateway Center
2015 Roof
Replacement
One Gateway Drive
Collinsville, IL 62234

| DATE | EDITION | DESCRIPTION |
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The drawings have been prepared on basis of observations of the site, and are intended to present an essentially accurate indication of physical conditions at the site. Contractor is responsible to verify existing dimensions, job conditions, quantities and installation compatibility. Drawings not to scale.

SHEET TITLE:
Title Page

SHEET NUMBER:
T1



SHEET INDEX

| | |
|----|------------------------------|
| T1 | Title Page |
| A1 | Sections 3 and 4 - Roof Plan |
| D1 | Roof Details A-D |
| D2 | Roof Details E-H |
| D3 | Roof Details I-L |
| D4 | Roof Details M-P |

Building Key



| Key to Symbols |
|-------------------------|
| • Patch Pin |
| • Nail Stick |
| • Roof Drain |
| • Overflow |
| • Scupper |
| • Roof Vent |
| • Exhaust Fan |
| • Roof Hatch |
| • Chimney |
| • Satellite Dish |
| • HVAC Unit Corp |
| • HVAC Unit in Basement |

SCOPE OF WORK

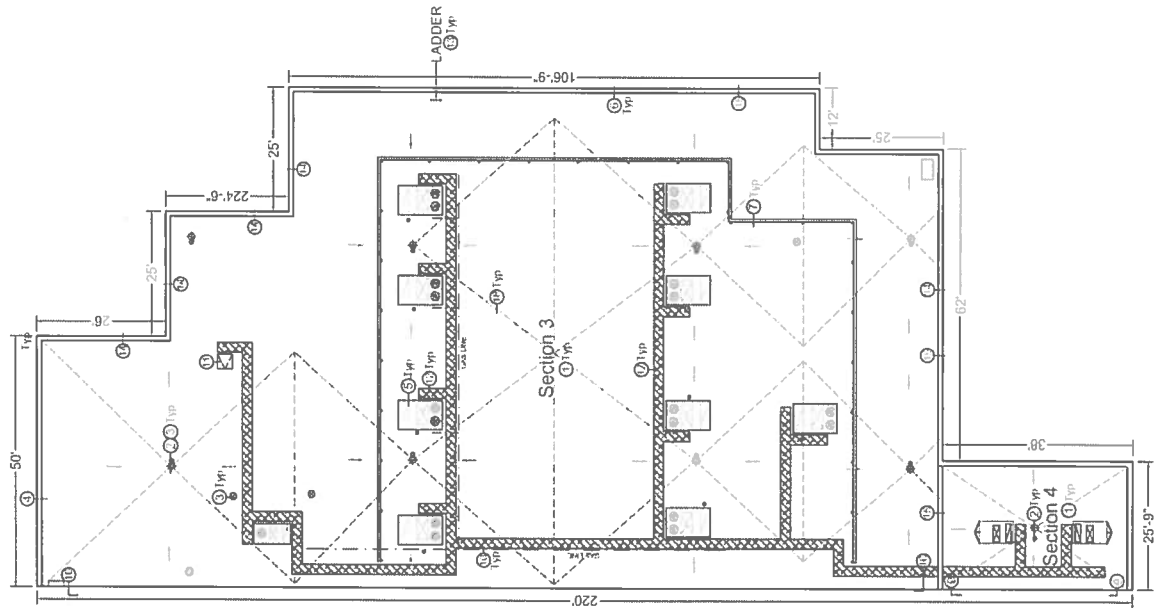
Sections 3 and 4

Remove existing EPDM membrane, insulation fasteners and plates. Leave in place existing 2 1/2" insulation. Review existing insulation. Replace any damaged, wet or crushed material after notifying Owner's representative of areas involved per the unit price in the proposal. Ensure all existing insulation is tight. Fill in gaps with spray in place foam. Provide new 1/2" High Density Coverboard mechanically attached per manufacturer's requirements that will exceed the International Building Code (ASCE-7) or ANSI/SPRI WD-1. Furnish and fully adhere in bonding cement a new 60 mil reinforced EPDM membrane over the new coverboard and provide 15 year warranty.

NOTE: Contractor to review conduit and other components that may be installed under the existing roof deck to ensure fasteners do not penetrate any existing conduit or components.

General Requirements

- Contractor to perform all work necessary to accomplish the roof installation.
- Dispose of removed materials properly per OSHA, EPA and NESHAP regulations. (Please provide waste manifest when asbestos is confirmed).
- Install new roof system as specified per the selected roofing manufacturer's requirements.
- Sweep clean the substrate to a suitable surface to accept the new roof system.
- Examine the substrate to verify that conditions are satisfactory to receive the new roof system. Advise the Owner's representative of any areas that are unsuitable before proceeding with the new installation.
- Verify existing wood blocking is acceptable to accept new metal, blocking, etc.
- Install treated wood blocking as necessary to achieve the new details.
- Deck pull out shall meet uplift requirements. Verify with roofing manufacturer.
- Install new metal flashings per SMACNA spec.
- Temporary waterproof tie-ins shall be installed daily regardless of the weather predictions. The roofing contractor shall provide and be responsible for maintaining over night and temporary weather protections at all times. Protect all building and roofing components during all phases of the work.
- The sketch has been prepared on basis of observation at the site, and is intended to present an essentially accurate indication of physical conditions at the site. Contractor is responsible to verify existing dimensions, job conditions, quantities and installation compatibility.
- Advise owner's representative of any additional work before starting additional work.



| Key to Symbols | |
|----------------------|--|
| Source and L.S. Size | |
| Waste Stack | |
| Pitch Pan | |
| Heat Stack | |
| Roof Drain | |
| Overflow | |
| Scupper | |
| Roof Vent | |
| Exhaust Fan | |
| Roof Hatch | |
| Chimney | |
| Satellite Dish | |
| HVAC Unit | |
| HVAC Unit on Roof | |

ARCHITECT:
FORMATION
ARCHITECTS, INC.
208 Pine Street, Highland, IL 618 61 0020

CONSULTANT:
4
THROUGH
SIGHT
208 Pine Street
Highland, IL
618-664-6919

PROJECT:

Gateway Center
2015 Roof
Replacement
One Gateway Drive
Collinsville, IL 62234

| EDITION | |
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| DATE | DESCRIPTION |
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The drawings have been prepared on basis of observations of the site, and are intended to present an essentially accurate indication of physical conditions at the site. Contractor is responsible to verify existing dimensions, job conditions, quantities and installation compatibility. Drawings not to scale.

SHEET TITLE:

Section 1 - Roof Plan,
Scope of Work &
Plan Notes

SHEET NUMBER:

A1

Detail GATEWAY-A (Section 3 & 4)

Size to Fit Page
Not to Scale

60 mil Reinforced EPDM Membrane

Existing Substrate

Existing 2" ISO Insulation

3" Cover Board Insulation Fastener

Bonding Adhesive

Detail GATEWAY-B

Size to Fit Page
Not to Scale

FIELD SPLICES MUST BE LOCATED OUTSIDE THE DRAIN SUMP

Notes:

1. ALL BOLTS OR CLAMPS MUST BE IN PLACE BEFORE ANY MASTIC OR COMPRESSION ON WATER CUT-OFF MASTIC.
2. CUT THE MEMBRANE SO IT EXTENDS A MINIMUM OF 12 INCH (13 mm) FROM THE ATTACHMENT POINTS OF THE DRAIN CLAMPING RING.
3. HOLE IN MEMBRANE MUST EXCEED SIZE OF DRAIN PIPE.
4. INSULATION TAPER SHALL NOT BE GREATER THAN 6 INCHES IN 12 INCHES (50 mm).

Install new Teflon coated bolts

Existing Cast Iron Strainer

Clamping Ring

Water Cut-Off Mastic

60 mil Reinforced EPDM Membrane

WPL 1-01

SEE GATEWAY-A FOR ROOF MAKE UP

Existing drain and overflow drain - Section 4

Detail GATEWAY-C

Size to Fit Page
Not to Scale

CLAMPING RING

WATER CUT-OFF MASTIC

EPDM FLASHING

SEAM TAPE

NEW 60 MIL REINFORCED EPDM MEMBRANE

SEE GATEWAY-A FOR ROOF MAKE UP

SOFFIT

EXISTING PVC OVERFLOW DRAIN

Detail GATEWAY-D

Size to Fit Page
Not to Scale

REMOVE AND REPLACE EXISTING COPING CAP

NEW SCREWS WITH NEOPRENE WASHERS

BONDING ADHESIVE

REMOVE AND REPLACE EXISTING CONTINUOUS CLEAT

PARAPET WALL

RUIIS STRIP

NEW 60 MIL REINFORCED EPDM MEMBRANE

SEE GATEWAY-A FOR ROOF MAKE UP

ARCHITECT:

FORMATION ARCHITECTS, INC.

200 Pine Street, Highland, IL 618.651.0020

CONSULTANT:

4 Fought Architects, Inc. ISIGHT

208 Pine Street Highland, IL 618.654-8019

PROJECT:

Gateway Center 2015 Roof Replacement One Gateway Drive Collinsville, IL 62234

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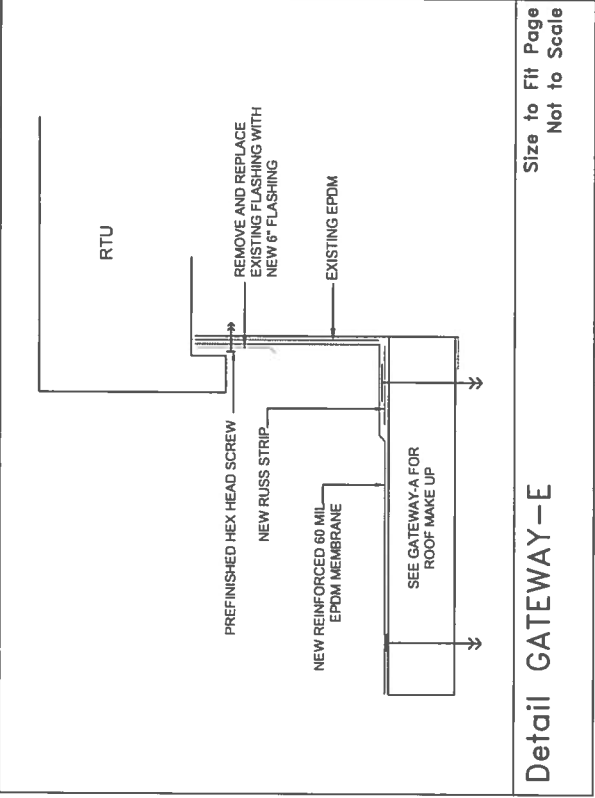
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New Roof Details

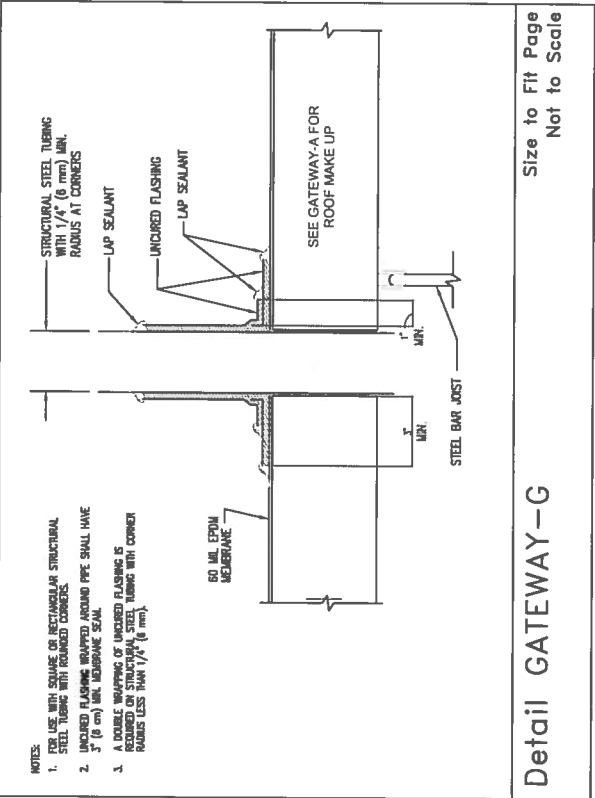
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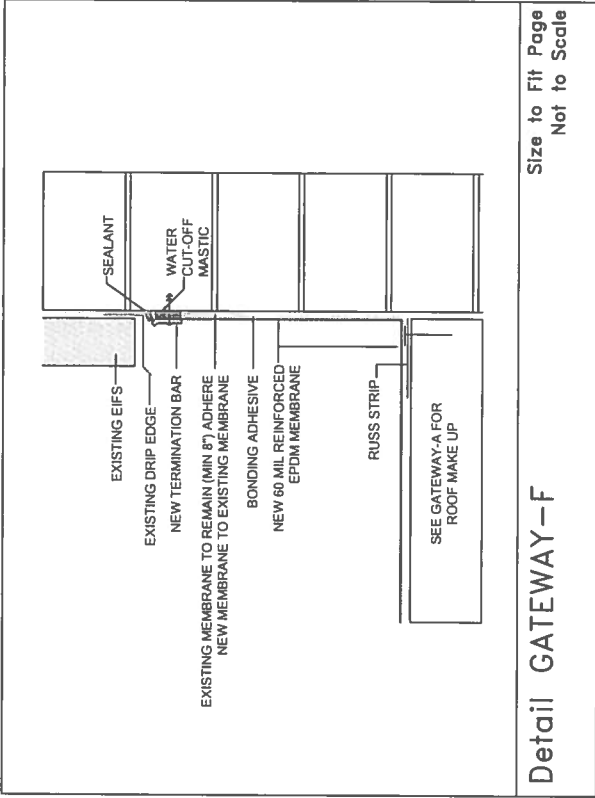
Detail GATEWAY-E

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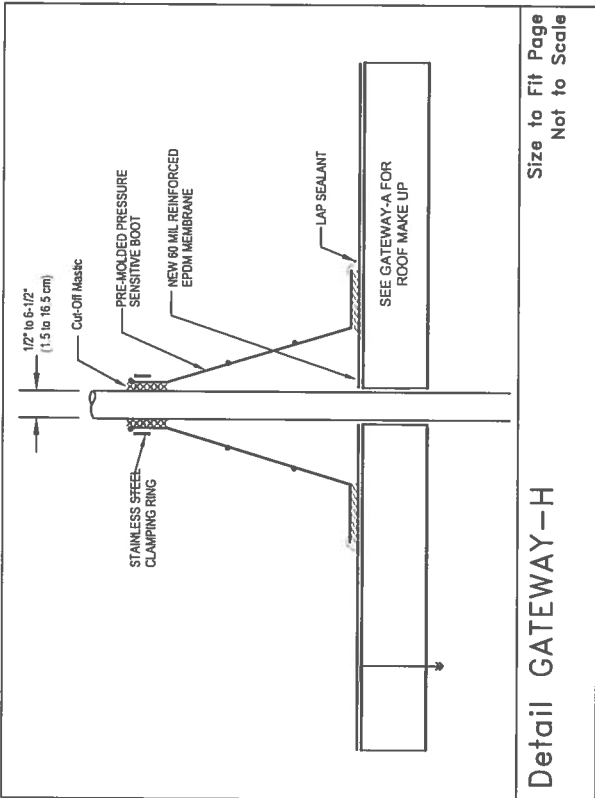
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Detail GATEWAY-F

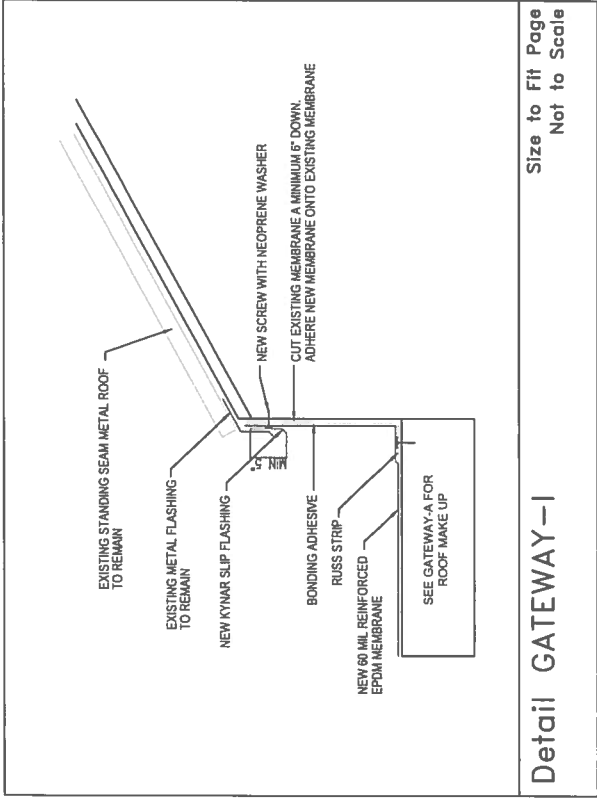
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Detail GATEWAY-H

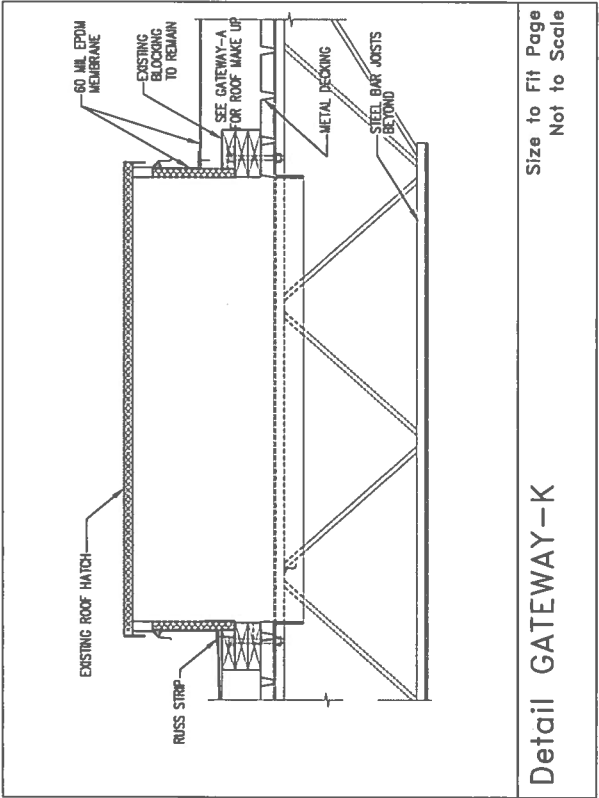
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| ARCHITECT: FORMATION ARCHITECTS, INC. 208 Pine Street, Highland, N. H. 03020 | CONSULTANT: 4 ISIGHT 208 Pine Street Highland, IL 618-654-8919 | PROJECT: Gateway Center 2015 Roof Replacement One Gateway Drive Collinsville, IL 62234 | EDITION DATE: 2-17-15 DESCRIPTION: Bldg Set | The drawings have been prepared on basis of observations of the site, and are intended to present an assembly accurate indication of physical conditions at the site. Contractor is responsible to verify existing dimensions, job conditions, quantities and installation compatibility. | SHEET TITLE: New Roof Details | SHEET NUMBER: D2 |
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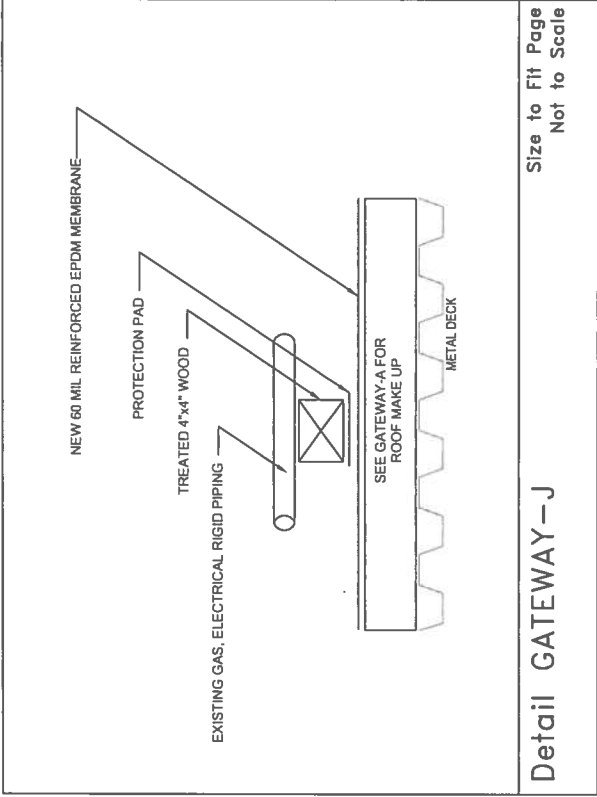
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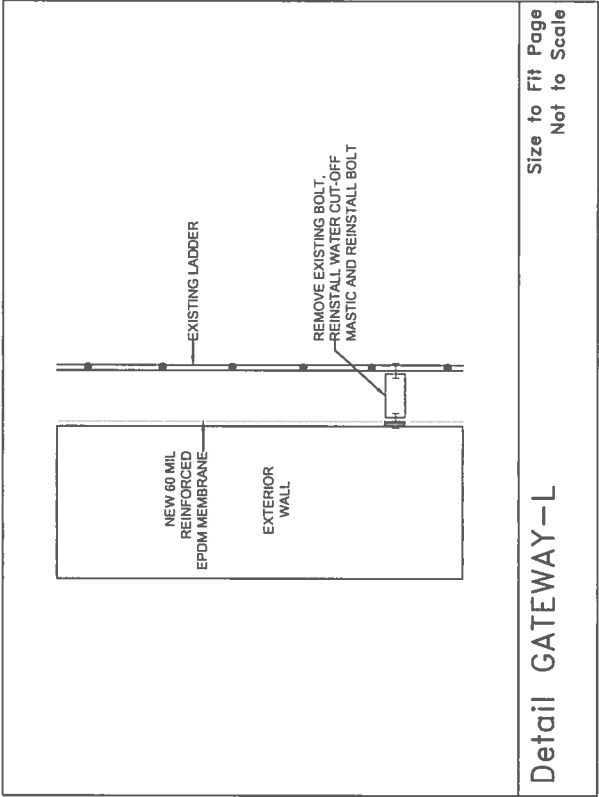
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Detail GATEWAY-J

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Detail GATEWAY-L

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| <p>ARCHITECT: FORMATION ARCHITECTS, INC. 200 Pine Street, Highland, IL 61843-0020</p> | | <p>CONSULTANT: 4 Frostberg Inc. 208 Pine Street Highland, IL 618-654-8919</p> | | <p>PROJECT: Gateway Center 2015 Roof Replacement One Gateway Drive Collinsville, IL 62234</p> | | <table><thead><tr><th>DATE</th><th>EDITION</th><th>DESCRIPTION</th></tr></thead><tbody><tr><td>2-17-15</td><td>1</td><td>Bld Set</td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr></tbody></table> <p>The drawings have been prepared on basis of observations of the site, and are intended to present an essentially accurate indication of physical conditions at the site. Contractor is responsible to verify existing dimensions, job conditions, quantities and installation compatibility.</p> | | DATE | EDITION | DESCRIPTION | 2-17-15 | 1 | Bld Set | | | | | | | | | | | | | <p>SHEET TITLE: New Roof Details</p> | | <p>SHEET NUMBER: D3</p> | |
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BID FORM

2015 Roof Replacements Gateway Center

Contractor: D.E. Martin Roofing Co., Inc.

We the undersigned, propose to furnish all materials, labor and supplies to perform all work necessary for the 2015 Roof Replacements for the Gateway Center, as outlined in the specifications and drawings, and including any addenda issued; No. 1, No. 2, No. _____. Substantial completion will be complete within 10 days of Notice of Award.

BASE BID SCOPE OF WORK

Remove existing EPDM membrane, insulation fasteners and plates. Leave in place existing 2 1/2" insulation. Review existing insulation. Replace any damaged, wet or crushed material after notifying Owner's representative of areas involved per the unit price in the proposal. Ensure all existing insulation is tight. Fill in gaps with spray in place foam. Provide new 1/2" High Density Cover-board mechanically attached per manufacturer's requirements that will exceed the International Building Code (ASCE-7) or ANSI/SPRI WD-1. Furnish and fully adhere in bonding cement a new 60 mil reinforced EPDM membrane over the new cover-board and provide a 15-year warranty.

| | |
|---------------------------------------|---------------------|
| <u>Section 3 & 4</u> | \$ 76,296.00 |
| TOTAL | \$ 76,296.00 |

ALTERNATE #1 SCOPE OF WORK

Same as base bid except to furnish and fully adhere a new 75 mil reinforced EPDM membrane with a 20-year warranty. Provide cost adder ONLY.

| | |
|---------------------------------------|-------------------|
| <u>Section 3 & 4</u> | (ADD) \$ 8,674.00 |
|---------------------------------------|-------------------|

ALTERNATE #2

Provide additional cost or credit to recycle the existing EPDM membrane for Sections 3 and 4.

| | |
|---------------------------------------|---------------------------|
| <u>Section 3 & 4</u> | (ADD or DEDUCT) \$ no bid |
|---------------------------------------|---------------------------|

UNIT PRICES

| | | |
|--|-----------|-----------|
| 1. Remove and replace existing deteriorated metal decking with new metal decking. | per sq ft | \$ 10.00 |
| 2. Overlay exiting deteriorated metal decking with new metal decking to match existing decking. | per sq ft | \$ 10.00 |
| 3. Remove existing damaged, wet or crushed insulation and install new polyisocyanurate insulation (1 layer) to match existing insulation height. | per sq ft | \$ 2.00 |
| 4. Install .5" CDX plywood sheathing on parapet walls. | per sq ft | \$ 2.50 |
| 5. Remove existing crickets and replace with new polyisocyanurate insulation crickets. | per sq ft | \$ 2.00 |
| 6. Furnish and install new retrofit drain to existing roof drains (Hercules RetroDrain by OMG or approved equal, with case aluminum dome. | each | \$ 450.00 |
| 7. Remove and replace deteriorated wood blocking with new KDAT wood blocking. | per bd ft | \$ 4.50 |



BID FORM

2015 Roof Replacements Gateway Center

| | | |
|--|---|----------|
| 8. For time and material work which may be directed by the Owner, provide qualified workmen and materials at the following unit prices (Base your rates on a full 8-hour, regular time day including all transportation, equipment and supplies, and all salary, wage benefits, costs, overhead and profit. | Supervisor per Hr | \$ 80.00 |
| | Roofer per Hr | \$ 75.00 |
| | Sheet Metal per Hr | \$ 80.00 |
| | Material cost + mark up | \$ 25% |
| | The owner reserves the right to award the contract in total of section 3 and 4, or section 3 only, or section 4 only. | |

Check box to confirm Contractor meets these requirements:

- ☒ Contractor has a written safety program that has been implemented for at least twelve (12) months (Provide upon request by Owner).
- ☒ Contractor has a full time person responsible for safety with a minimum of thirty (30) hours of OSHA construction safety training.
- ☒ Contractor has an Experience Modification Rate of 1.0 or less and an incident rate less than the U.S. Department of Labor average.
- ☒ Contractor has insurance company's A.M. Best rating of A-V1 or better (Provide upon request by Owner).
- ☐ Contractor has retained earnings of \$500,000.00 or more
- ☒ Contractor has a minimum of five (5) years' experience with roofing manufacturer and at least fifty (50) installations similar to project specified in addition to having key personnel on site while job is progress that has attended a quality control seminar by the manufacturer within the last twelve (12) months.

Contractor: D.E. Martin Roofing Co Inc By: [Redacted Signature]
(Must be authorized Principal of Company)

Date: 3/10/2015 Title: President

Printed Name: Ronald G. Martin

Email: demartinroofing@yahoo.com

Mailing Address: 405 N. Madison PO Box 105

Lebanon, IL 62254

BID BOND

CONTRACTORS BONDING AND INSURANCE COMPANY PEORIA, IL 61612-3967

CONTRACTOR:

(Name, legal status and address)

D.E. MARTIN ROOFING CO., INC.
405 N. MADISON ST., PO BOX 105
LEBANON, IL 62254

OWNER:

(Name, legal status and address)

GATEWAY CENTER
1 GATEWAY DRIVE
COLLINSVILLE, IL 62234

SURETY:

(Name, legal status and principal place of business)

CONTRACTORS BONDING AND INSURANCE COMPANY
PO BOX 3967
PEORIA, IL 61612-3967

BOND AMOUNT: FOUR PERCENT OF AMOUNT BID (4% AMT. BID)

PROJECT:

(Name, location or address, and Project number, if any)

GATEWAY CENTER, COLLINSVILLE, IL
ROOF REPLACEMENT 2015
ROOF SECTIONS 3 & 4

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 10TH day of MARCH, 2015.

D.E. MARTIN ROOFING CO., INC.

[Redacted Signature]
(Principal)

(Seal)

RONALD G. MARTIN, PRESIDENT

(Title)

CONTRACTORS BONDING AND INSURANCE COMPANY

[Redacted Signature]
(Surety)

CARRIE WHEELER, ATTORNEY-IN-FACT

(Title)





9025 N. Lindbergh Dr. | Peoria, IL 61615
Phone: (800)645-2402 | Fax: (309)689-2036

POWER OF ATTORNEY

RLI Insurance Company

Contractors Bonding and Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That this Power of Attorney may be effective and given to either or both of **RLI Insurance Company** and **Contractors Bonding and Insurance Company**, required for the applicable bond.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each Illinois corporations (as applicable), each authorized and licensed to do business in all states and the District of Columbia do hereby make, constitute and appoint:

Roger B. Tedrick, Bradley K. Williams, Greg Richey, Carrie Wheeler, Chad Brandon, jointly or severally

in the City of Mount Vernon, State of Illinois, as Attorney in Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million Dollars (\$10,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

RLI Insurance Company and **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of the Resolution adopted by the Board of Directors of each such corporation, and now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation shall be executed in the corporate name of the Corporation by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies, undertakings in the name of the Corporation. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation. The signature of any such officer and the corporate seal may be printed by facsimile or other electronic image."

IN WITNESS WHEREOF, **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 28th day of January, 2015.

State of Illinois
County of Peoria

} SS



RLI Insurance Company
Contractors Bonding and Insurance Company

Roy C. Die

Vice President

On this 28th day of January, 2015, before me, a Notary Public, personally appeared Roy C. Die, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, and acknowledged said instrument to be the voluntary act and deed of said corporation.

Jacqueline M. Bockler

Notary Public



CERTIFICATE

I, the undersigned officer of **RLI Insurance Company**, and/or **Contractors Bonding and Insurance Company**, each Illinois corporations, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 10th day of March, 2015.

RLI Insurance Company
Contractors Bonding and Insurance Company

Roy C. Die

Vice President



BID FORM

2015 Roof Replacements Gateway Center

Contractor: Kehrer Brothers Construction Inc.

We the undersigned, propose to furnish all materials, labor and supplies to perform all work necessary for the 2015 Roof Replacements for the Gateway Center, as outlined in the specifications and drawings, and including any addenda issued; No. 1, No. 2, No. _____. Substantial completion will be complete within 45 days of Notice of Award.

BASE BID SCOPE OF WORK

Remove existing EPDM membrane, insulation fasteners and plates. Leave in place existing 2 1/2" insulation. Review existing insulation. Replace any damaged, wet or crushed material after notifying Owner's representative of areas involved per the unit price in the proposal. Ensure all existing insulation is tight. Fill in gaps with spray in place foam. Provide new 1/2" High Density Cover-board mechanically attached per manufacturer's requirements that will exceed the International Building Code (ASCE-7) or ANSI/SPRI WD-1. Furnish and fully adhere in bonding cement a new 60 mil reinforced EPDM membrane over the new cover-board and provide a 15-year warranty.

| | |
|---------------------------------------|--------------------------------|
| <u>Section 3 & 4</u> | \$ |
| TOTAL | \$ <u>82,300.⁰⁰</u> |

ALTERNATE #1 SCOPE OF WORK

Same as base bid except to furnish and fully adhere a new 75 mil reinforced EPDM membrane with a 20-year warranty. Provide cost adder ONLY.

| | | |
|---------------------------------------|-------|-------------------------------|
| <u>Section 3 & 4</u> | (ADD) | \$ <u>9,900.⁰⁰</u> |
|---------------------------------------|-------|-------------------------------|

ALTERNATE #2

Provide additional cost or credit to recycle the existing EPDM membrane for Sections 3 and 4.

| | | |
|---------------------------------------|-----------------|----------------|
| <u>Section 3 & 4</u> | (ADD or DEDUCT) | \$ <u>0.00</u> |
|---------------------------------------|-----------------|----------------|

UNIT PRICES

| | | | |
|----|---|-----------|-----------------------------|
| 1. | Remove and replace existing deteriorated metal decking with new metal decking. | per sq ft | \$ <u>15.75</u> |
| 2. | Overlay exiting deteriorated metal decking with new metal decking to match existing decking. | per sq ft | \$ <u>10.⁰⁰</u> |
| 3. | Remove existing damaged, wet or crushed insulation and install new polyisocyanurate insulation (1 layer) to match existing insulation height. | per sq ft | \$ <u>2.⁰⁰</u> |
| 4. | Install .5" CDX plywood sheathing on parapet walls. | per sq ft | \$ <u>1.75</u> |
| 5. | Remove existing crickets and replace with new polyisocyanurate insulation crickets. | per sq ft | \$ <u>2.50</u> |
| 6. | Furnish and install new retrofit drain to existing roof drains (Hercules RetroDrain by OMG or approved equal, with case aluminum dome. | each | \$ <u>250.⁰⁰</u> |
| 7. | Remove and replace deteriorated wood blocking with new KDAT wood blocking. | per bd ft | \$ <u>1.25</u> |



BID FORM

2015 Roof Replacements Gateway Center

| | | |
|--|---|----------------------|
| 8. For time and material work which may be directed by the Owner, provide qualified workmen and materials at the following unit prices (Base your rates on a full 8-hour, regular time day including all transportation, equipment and supplies, and all salary, wage benefits, costs, overhead and profit. | Supervisor per Hr | \$ 95. ⁰⁰ |
| | Roofer per Hr | \$ 85. ⁰⁰ |
| | Sheet Metal per Hr | \$ 85. ⁰⁰ |
| | Material cost + mark up | \$ 15. ⁰⁰ |
| | The owner reserves the right to award the contract in total of section 3 and 4, or section 3 only, or section 4 only. | |

Check box to confirm Contractor meets these requirements:

- ☒ Contractor has a written safety program that has been implemented for at least twelve (12) months (Provide upon request by Owner).
- ☒ Contractor has a full time person responsible for safety with a minimum of thirty (30) hours of OSHA construction safety training.
- ☒ Contractor has an Experience Modification Rate of 1.0 or less and an incident rate less than the U.S. Department of Labor average.
- ☒ Contractor has insurance company's A.M. Best rating of A-V1 or better (Provide upon request by Owner).
- ☒ Contractor has retained earnings of \$500,000.00 or more
- ☒ Contractor has a minimum of five (5) years' experience with roofing manufacturer and at least fifty (50) installations similar to project specified in addition to having key personnel on site while job is progress that has attended a quality control seminar by the manufacturer within the last twelve (12) months.

Contractor: Kehrer Brothers Construction Inc. By: [Redacted Signature]
(Must be authorized Principal of Company)

Date: 3-10-15 Title: President

Printed Name: Dawn Kehrer

Email: dawn@kehrerco.com

Mailing Address: 7100 Albers Road
Albers, IL 62215

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we,

Kehrer Brothers Construction, Inc.

as Principal, (hereinafter called the "Principal"), and Fidelity & Deposit Co. of Maryland

_____, a corporation duly organized under the laws of the State of Maryland, as Surety, (hereinafter called the "Surety"), are held and firmly bound unto The Collinsville Metropolitan Exposition Auditorium and Office Building Authority

as Obligee, (hereinafter called the "Obligee"), in the sum of **FOUR PERCENT OF ATTACHED BID**

Dollars (\$ 4% bid price _____), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
Gateway Center 2015 Roof Replacement

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.


Signed and sealed this tenth day of March A.D., 2015

Pam Richter *Witness*

Kehrer Brothers Construction, Inc.

 (SEAL)
Dawn Kehrer, President

Fidelity & Deposit Co. of Maryland

By  (SEAL)
Mark S. Baumgartner Attorney-in-Fact

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Fidelity & Deposit Co. of Maryland

vouches that the language in the document conforms exactly to the language

used in AIA Document A-310, February 1970 Edition
 BID70000ZZ0701f

STATE OF ILLINOIS
COUNTY OF ST. CLAIR

On this 10th day of March, in the year 2015, before me appeared

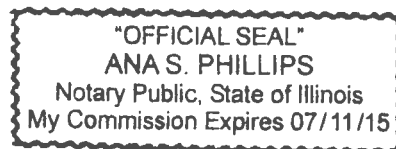
Mark S. Baumgartner

to me personally known, who being by me duly sworn did say that he is Attorney-in-Fact of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation organized under the laws of the State of Maryland, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and the said Attorney-in-Fact acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and notarial seal, the day and year first above written.

My term expires: 07/11/2015


Notary Public



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **GERALD F. HALEY, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Terry E. HOEFLE, Mark S. BAUMGARTNER, Andrew G. ALLEN and Matthew E. HOEFLE, all of Belleville, Illinois**, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 22nd day of January, A.D. 2015.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: _____

*Secretary
Michael McKibben*

*Vice President
Gerald F. Haley*

State of Maryland
County of Baltimore

On this 22nd day of January, A.D. 2015, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **GERALD F. HALEY, Vice President, and MICHAEL MCKIBBEN, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 14, 2015





BID FORM

2015 Roof Replacements Gateway Center

Contractor: GEISSLER ROOFING CO., INC.

We the undersigned, propose to furnish all materials, labor and supplies to perform all work necessary for the 2015 Roof Replacements for the Gateway Center, as outlined in the specifications and drawings, and including any addenda issued; No. 1, No. 2, No. _____. Substantial completion will be complete within _____ days of Notice of Award.

BASE BID SCOPE OF WORK

Remove existing EPDM membrane, insulation fasteners and plates. Leave in place existing 2 ½" insulation. Review existing insulation. Replace any damaged, wet or crushed material after notifying Owner's representative of areas involved per the unit price in the proposal. Ensure all existing insulation is tight. Fill in gaps with spray in place foam. Provide new ½" High Density Cover-board mechanically attached per manufacturer's requirements that will exceed the International Building Code (ASCE-7) or ANSI/SPRI WD-1. Furnish and fully adhere in bonding cement a new 60 mil reinforced EPDM membrane over the new cover-board and provide a 15-year warranty.

| | |
|---------------------------------------|---------------------|
| <u>Section 3 & 4</u> | \$ 93,657.00 |
| TOTAL | \$ 93,657.00 |

ALTERNATE #1 SCOPE OF WORK

Same as base bid except to furnish and fully adhere a new 75 mil reinforced EPDM membrane with a 20-year warranty. Provide cost adder ONLY.

| | |
|---|--------------------|
| <u>Section 3 & 4</u> (ADD) | \$ 6,400.00 |
|---|--------------------|

ALTERNATE #2

Provide additional cost or credit to recycle the existing EPDM membrane for Sections 3 and 4.

| | |
|---|-------------------------|
| <u>Section 3 & 4</u> (ADD or DEDUCT) | \$0.00 no change |
|---|-------------------------|

UNIT PRICES

| | | |
|--|-----------|-----------|
| 1. Remove and replace existing deteriorated metal decking with new metal decking. | per sq ft | \$8.00 |
| 2. Overlay exiting deteriorated metal decking with new metal decking to match existing decking. | per sq ft | \$4.00 |
| 3. Remove existing damaged, wet or crushed insulation and install new polyisocyanurate insulation (1 layer) to match existing insulation height. | per sq ft | \$ 3.00 |
| 4. Install .5" CDX plywood sheathing on parapet walls. | per sq ft | \$ 3.00 |
| 5. Remove existing crickets and replace with new polyisocyanurate insulation crickets. | per sq ft | \$ 2.50 |
| 6. Furnish and install new retrofit drain to existing roof drains (Hercules RetroDrain by OMG or approved equal, with case aluminum dome. | each | \$ 450.00 |
| 7. Remove and replace deteriorated wood blocking with new KDAT wood blocking. | per bd ft | \$ 5.00 |

**BID FORM****2015 Roof Replacements**
Gateway Center

| | | |
|--|---|-------------------|
| 8. For time and material work which may be directed by the Owner, provide qualified workmen and materials at the following unit prices (Base your rates on a full 8-hour, regular time day including all transportation, equipment and supplies, and all salary, wage benefits, costs, overhead and profit. | Supervisor per Hr | \$ 95.00 |
| | Roofer per Hr | \$ 95.00 |
| | Sheet Metal per Hr | \$ 95.00 |
| | Material cost + mark up | \$ MATERIAL + 10% |
| | The owner reserves the right to award the contract in total of section 3 and 4, or section 3 only, or section 4 only. | |

Check box to confirm Contractor meets these requirements:

- ☒ Contractor has a written safety program that has been implemented for at least twelve (12) months (Provide upon request by Owner).
- ☒ Contractor has a full time person responsible for safety with a minimum of thirty (30) hours of OSHA construction safety training.
- ☒ Contractor has an Experience Modification Rate of 1.0 or less and an incident rate less than the U.S. Department of Labor average.
- ☒ Contractor has insurance company's A.M. Best rating of A-V1 or better (Provide upon request by Owner).
- ☒ Contractor has retained earnings of \$500,000.00 or more
- ☒ Contractor has a minimum of five (5) years' experience with roofing manufacturer and at least fifty (50) installations similar to project specified in addition to having key personnel on site while job is progress that has attended a quality control seminar by the manufacturer within the last twelve (12) months.

Contractor: GEISSLER ROOFING CO., INC By: [REDACTED]
(Must be authorized Principal of Company)

Date: 3-10-2015 Title: PRESIDENT

Printed Name: DAVID OWEN

Email: MSTANTON@geisslerroofing.com

Mailing Address: 612 SOUTH 3RD STREET
BELLEVILLE, IL 62220



Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)
Geissler Roofing Company, Inc.
612 S. Third Street
Belleville, IL 62220

SURETY:

(Name, legal status and principal place of business)
The Ohio Casualty Insurance Company
62 Maple Avenue
Keene, NH 03431

OWNER:

(Name, legal status and address)
The Collinsville Metropolitan Exposition
Auditorium and Office Building Authority
One Gateway Drive
Collinsville, IL 62234

Mailing Address for Notices

The Ohio Casualty Insurance Company
Attention: Surety Claims Department
1001 4th Avenue, Suite 1700
Seattle, WA 98154

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: 4% of bid amount (four percent of amount bid)

PROJECT:

(Name, location or address, and Project number, if any)
Roof Replacement of Sections 3 and 4
Collinsville, IL

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 5th day of March, 2015.

[Redacted Signature]

(Witness)

[Redacted Signature]

(Witness)

Geissler Roofing Company, Inc.

(Principal)

(Seal)

[Redacted Seal]

(Title) David Owen
President

The Ohio Casualty Insurance Company

(S)

[Redacted Signature]

(Title) Donald W. Anthony, Jr.
Attorney-in-Fact

POWER OF ATTORNEY
The Ohio Casualty Insurance Company

Bond Number: _____

Principal: Geissler Roofing Company, Inc.

Agency Name: THE CORNERSTONE INS GROUP LLC

Obligee: _____

Agent Code: 240220

Know All Men by These Presents: That The Ohio Casualty Insurance Company, pursuant to the authority granted by Article IV, Section 12 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company, do hereby nominate, constitute and appoint: J. Cody Wilson, Donald W. Anthon Jr. of ST LOUIS, Missouri its true and lawful agent(s) and attorney(ies)-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all BONDS, UNDERTAKINGS, and RECOGNIZANCES, excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon.

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of said Company at their administrative offices in Keene, New Hampshire, in their own proper persons. The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(ies)-in-fact.

In WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of said Company this 18th day of November, 2013.



David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY

On this 18th day of November, 2013 before the subscriber, a Notary Public of the State of Pennsylvania, in and for the County of Montgomery, duly commissioned and qualified, came David M. Carey, Assistant Secretary of The Ohio Casualty Insurance Company, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposes and says that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of Plymouth Meeting, State of Pennsylvania, the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

Notary Public in and for County of Montgomery, State of Pennsylvania
My Commission expires March 28, 2017

This power of attorney is granted under and by authority of Article IV, Section 12 of the By-Laws of The Ohio Casualty Insurance Company, extracts from which read:

ARTICLE IV - Officers: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bond, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary.

Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of The Ohio Casualty Insurance Company effective on the 15th day of February, 2011:

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

CERTIFICATE

I, the undersigned Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing power of attorney, the referenced By-Laws of the Company and the above resolution of their Board of Directors are true and correct copies and are in full force and effect on this date.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Company this 5th day of March, 2015.



Gregory W. Davenport, Assistant Secretary

CONTRACTORS WAGE CERTIFICATION FORM

I, David A. Bath of C+K Heating and Cooling, Inc.
Officer, Owner, Authorized Rep. Company Name

do hereby certify that the C+K Heating and Cooling, Inc.
Company Name
1116 Galaxy Drive
Street
Lebanon, IL 62254-2725
City

and all of its subcontractors will pay all workers on the

Gateway Center RTU replacement, Phase 4
Project Name
One Gateway Drive Collinsville, IL 62234
Street and City

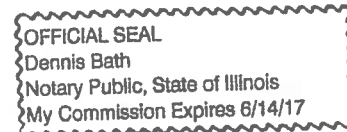
the wages as listed in the schedule of prevailing rates required for such project (a copy of which can be found at <http://www.state.il.us/agency/idol/rates/Rates.htm>).



Signed

State of Illinois)
County of Madison) SS

VERIFICATION



Subscribed and Sworn to before me, a Notary Public this 6TH day of March, 2015



Notary Public

My commission expires: 6/14/2017

CONTRACTORS WAGE CERTIFICATION FORM

I, Ronald G. Martin, President of D.E. Martin Roofing Co., Inc.
Officer, Owner, Authorized Rep. Company Name

do hereby certify that the D.E. Martin Roofing Co., Inc.
Company Name
405 N. Madison PO Box 105
Street
Lebanon, IL 62254
City

and all of its subcontractors will pay all workers on the

Gateway Center Roof Replacement

Project Name

One Gateway Drive Collinsville, IL 62234

Street and City

the wages as listed in the schedule of prevailing rates required for such project (a copy of which can be found at <http://www.state.il.us/agency/idol/rates/Rates.htm>).

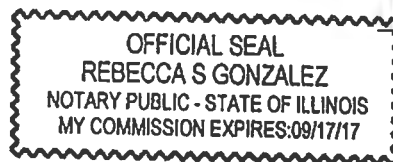
[Redacted Signature]

Signed

VERIFICATION

State of Illinois)
) SS
County of Madison)

Subscribed and Sworn to before me, a Notary Public this 12th day of March, 2015.



[Redacted Signature] Notary Public

My commission expires: 09/17/2017

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

| | | |
|---|---|--|
| Print or type See Specific Instructions on page 2. | Name (as shown on your income tax return) Collinsville Metropolitan Exposition Auditorium and Office Building Authority | |
| | Business name/disregarded entity name, if different from above Gateway Center | |
| | Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input checked="" type="checkbox"/> Other (see instructions) ▶ Municipality | |
| | Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ | |
| | Address (number, street, and apt. or suite no.) 1 Gateway Drive City, state, and ZIP code Collinsville, IL 62234 List account number(s) here (optional) | |
| Requester's name and address (optional) | | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

| | |
|------------------------|-------------|
| Social security number | |
| <div></div> | <div></div> |

| |
|--------------------------------|
| Employer identification number |
| <div></div> |

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

| | | |
|-----------|---|-----------------------|
| Sign Here | Signature of U.S. person ▶ Director of Finance | Date ▶ 12/4/14 |
|-----------|---|-----------------------|

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

ORDINANCE NO. 15-56
AUTHORIZING EXPENDITURE OF TIF FUNDS
(Gateway Center, 1 Gateway Drive)

BE IT ORDAINED BY THE CITY COUNCIL OF COLLINSVILLE, ILLINOIS, that it authorizes the expenditure of Tax Increment Financing funds in the amount of \$170,764.55 for the reimbursement of costs relative to the replacement of three heating and cooling rooftop units and the removal and replacement of Ballroom AB roof membrane at their facility located at 1 Gateway Drive.

The application requesting T.I.F. funds is attached hereto and made a part hereof by reference. Reimbursement to be made in one lump sum upon completion of the work and proof of payment.

PASSED by the City Council and Approved by the Mayor on August 24, 2015.

Ayes: Stehman, Brombolich, Moss, Kypta, Miller

Nays: None


Absent: None

Approved: August 24, 2015



John Miller, Mayor

ATTEST:



Kimberly Wasser, City Clerk

AGENDA ITEM REPORT

✓
#15-56
K/m
5-0

DATE OF MEETING:

August 24, 2015

ITEM:

Ordinance Authorizing Expenditure of TIF Funds
(Gateway Center, 1 Gateway Drive)

BACKGROUND:

Gateway Center is requesting TIF funding for two projects which total \$175,096. The requested reimbursement is \$170,764.55.

Project #1 includes the replacement of three heating and cooling rooftop units. These units are between 16 to 22 years old and allow large areas of the facility that are available to rent to remain fully operational for functions. In 2012 the Gateway Center received a TIF reimbursement to remove and replace 15 heating and cooling units. Gateway Center is seeking reimbursement for five projects. In 2014 the Gateway Center received a TIF reimbursement to remove and replace nine heating and cooling units.

Project #2 is for the removal and replacement of Ballroom AB roof. The existing roof membrane is overdue for replacement and has eight leaks that cannot be located by professional contractors. The project would entail removing the current EPDM (ethylene propylene diene terpolymere) membrane, replacing any damaged insulation, provide a new ½" High Density Cover-board, and attach a new EDPM membrane.

Three bids were submitted for each project.

Project #1: Removal and Replacement of (3) Rooftop Units (\$98,800)

Project #2: Removal and Replacement of Ballroom AB roof membrane (\$76,296)

ITEM SUBMITTED BY:

Economic Development Director, Erika Kennett

ATTACHMENTS:

TIF Application ✓

Project #1, Bid Package, Bids, Invoice, Cancelled
Check, Wage Certification Form

Project #2 Bid Package, Bids, Wage Certification
Form

Application

Date: March 11, 2015

Business Name: Gateway Center

Contact Name: Melissa Trower Title: Director of Operations

Address: 1 Gateway Dr, Collinsville, IL 62234

Phone: 614-345-8998 x108 Email: mtrower@gatewaycenter.com

Building Owner: Gateway Center

Amount of sales tax paid last year: Not Applicable. Gateway Center is exempt from paying both sales and real estate taxes.

Amount of real estate tax paid last year: Not Applicable. Gateway Center is exempt from paying both sales and real estate taxes.

Number of total commercial units affected by project: 1

Total square footage affected by project: 13,677

Number of residences affected by project: 0

Number of employees employed on an annual basis: 47 (Full Time) 30 (Part Time)

If a major project, number of construction employees anticipated to be employed: 10

If a major project, estimated time period of construction: 11 days

Are you willing to comply with recommendations established in the Collinsville Historic Architectural Standards guidelines as advised by the Collinsville Historic Preservation Commission and Uptown Development Commission, if applicable?
Not Applicable.

1. Address how the proposed project will constitute an economic benefit to the City and justifies the expenditure of TIF funds:

Gateway Center was created with the intention of bringing business to the city of Collinsville. With our flexible event space, competitive pricing, and prime location just 10 minutes from downtown St Louis, Gateway Center is an ideal place to hold meetings, conventions, trade shows, banquets, weddings, and other gatherings. The events being held at Gateway Center then create other opportunities for the surrounding businesses, such as hotels, restaurants, retail stores, entertainment facilities, and other specialty services. This is a list of some of the local businesses that benefit directly from Gateway Center's operation:

| | | |
|--------------------------------------|---|--|
| A & H Mechanical | The Doubletree Hotel | Arby's White Castle |
| Johnstone Supply | TheBank of Edwardsville | McDonald's |
| Frost Electric | Regions Bank | Porter's Steakhouse |
| Connors Village Locksmith | Home Depot Swing City Music | Ravanelli's Restaurant |
| Petroff Trucking | FedEx Collinsville Ice & Fuel | Bandana's Barbecue Dairy Queen |
| Wal-Mart Suburban Journals | Metro Glass Mike's Automotive | Culver's Burger King |
| A-1 Rental Rural King | Starbucks | A&W Qdoba |

| | | |
|---------------|-------------------|-------------------------|
| Zapata's | St Louis Bread Co | Americas Best Value Inn |
| Ruby Tuesday | Subway | Super 8 Motel |
| Applebee's | Steak 'N Shake | Days Inn |
| Waffle House | Drury Inn | Fairfield Inn |
| Denny's | Comfort Inn | Splash City |
| Bob Evans | Hampton Inn | Gateway Fun Park |
| Golden Corral | Days Inn | Fairmount Race Track |
| Pizza Hut | Wendy's | |
| Ponderosa | MotoMart | Cahokia Mounds |
| Penn Station | | |

In addition to supporting the local businesses, Gateway Center supports our fire and police personnel, generating an extra \$18,670 in supplementary earnings for these departments between February 2013 and February 2014. Since opening our doors, Gateway Center has created opportunities for the fire and police personnel totaling \$205,146 in additional income due to working our events.

Another noteworthy economic benefit is the \$326,383, which represents the city portion of the 1% food and beverage tax, generated from events held at Gateway Center between 1990 and 2013.

Lastly, it is important to note that the City of Collinsville receives 2% of the local hotel/motel tax revenue. Gateway Center plays a significant role in generating overnight stays within the local Hospitality District, which ultimately generates income for the City of Collinsville.

In addition to the economic benefits Gateway Center generates, it is also important to take into account that the convention center creates visibility and urban appeal for local businesses, development and redevelopment projects.

Gateway Center has hosted the annual Festival of Trees event for the past 21 years, which has evolved into one of Collinsville's largest, most well attended charitable events that benefits the entire local community. The festival has generated \$547,289 in proceeds that have funded several dozen projects that have improved the quality of life for local citizens. Gateway Center is also an event sponsor for the annual Business Retention and Attraction Reception. The Center has contributed approximately \$13,296.49 to support this annual economic development networking function. Representatives of Gateway Center also took the initiative to leverage its relationship with its exclusive audio/visual company to support the Business Retention and Attraction event, which has resulted in excess of \$17,500 in audio/visual equipment that has been utilized to showcase Collinsville's assets.

2. Please state which of the following issues will be eradicated by this project and provide details for each:

- a. Dilapidation;
 - b. Obsolescence;
 - c. Deterioration;**
 - d. Illegal use of individual structures;
 - e. Presence of structures below minimum Code standards;
 - f. Abandonment;
 - g. Excessive vacancies;**
 - h. Overcrowding of structures and community facilities;
 - i. Lack of ventilation, light or sanitary facilities;
 - j. Inadequate utilities;
 - k. Excessive land coverage;
 - l. Deleterious land use or layout;
 - m. Depreciation of physical maintenance;**
 - n. Lack of community planning
-

The improvements described would assist in the alleviation of the following:
Deterioration; depreciation of physical maintenance; and word toward preventing excessive vacancies.

In response to Question No. 2, in order to address the expenses related to aging buildings, Illinois State Statutes provides for the creation of TIF Districts as a way to promote reinvestment and prevent further decline of building/properties. Because this proposed improvement constitutes a substantial investment of Gateway Center, there is a compelling public need to protect its viability and that of the underlying TIF District Are #1. In doing so, it will protect the image of the Eastport Plaza Area as a regional commercial hub, assist Gateway Center in promoting convention business, and facilitate the transition of the building to a more productive state for the benefit of all the parties involved, including the City and other taxing districts. Furthermore, the proposed reinvestment will allow Gateway Center to continue to function as the major anchor of the Eastport Plaza Area, attracting and retaining business.

In further response to Question No. 2, the following are descriptions of all proposed projects in the application:

Project #1, Removal and Replacement of a Total of Three (3) Heating and Cooling Rooftop Units:

Project #1 entails the removal and replacement of a total of three heating and cooling rooftop units that range in size from 12 to 17 ½ tons. The replacement units affected three out of the four Conference Wing rooms, which are typically used for meetings, break out rooms, and dressing rooms that support larger events. Each room has one dedicated HVAC unit, and a unit that is not fully functional would result in an inability to rent that space.

As a result of the investment in new HVAC Rooftop Units, Gateway Center is now able to be in a position to continue to offer attractive and competitive meeting facilities. It also enables the convention center to continue to stimulate a significant amount of tax revenue within the local economy and for the hospitality supporting businesses that largely rely on Gateway Center's event traffic for income.

Representatives of Gateway Center feel it is important for the city officials to be well informed of the magnitude of order the convention center's heating and cooling units play in terms of capital replacement costs. Presently, there are a total of 48 existing rooftop units that supply climate control to the 105,000 square foot facility. The average life expectancy of rooftop units ranges between 15 and 20 years. Today, the average replacement cost of each of our rooftop units is \$28,433. If Gateway Center were to replace all of its existing units at today's market cost, the approximate financial outlay would total \$1,364,800.

Project Labor Details:

| | |
|--|------------|
| Number of Construction Employees: | 4 |
| Total Cost of Construction Employment: | \$1,183.44 |

Project #2, Removal and Replacement of the Ballroom AB Roof

Ballroom AB is located in the center of the main event space and is utilized quite often, especially with bigger events. The roof membrane is overdue for replacement and has eight current leaks that cannot be located by professional roofing contractors. During the rainy season the leaks affect gaming conventions, weddings, and repeat trade shows that notice the same problem in subsequent years. Our inability to provide dry event space in such a prime location greatly impacts our reputation as an outstanding facility.

The project would entail removing the current EPDM (ethylene propylene diene terpolymere) membrane, replacing any damaged insulation, provide a new ½" High Density Cover-board, and attach a new EPDM membrane.

Due to multiple expansions over the lifetime of the Center, there are several tiers of roofs that have been added at different times. The replacement projects are necessary to keep the building in operation. These roofs are being systematically replaced over time to keep up with the demands of the building.

The Center has provided "Alternates" in the bidding process to request prices on a thicker membrane, a longer warranty, and a recycling credit as options for this project.

Project Labor Details:

| | |
|--|----------|
| Number of Construction Employees: | 6 |
| Total Cost of Construction Employment: | \$36,400 |

3. Describe any environmental/EPA issues related to the site.

There are currently no environmental/EPA issues at Gateway Center.

Summary of Project Costs:

Project #1: Removal and Replacement of 3 Rooftop Units \$98,800

Project #2: Removal and Replacement of Ballroom AB Roof \$76,296

Total Cost Associated with Projects \$175,096

T.I.F. Funding Application Request \$170,764.55

Difference \$4,331.45

Cynthia Warke

A black rectangular box redacting the signature of the applicant.

March 16, 2015

PRINTED NAME OF APPLICANT SIGNATURE

DATE

Economic Benefits of Conventions (Room Nights and Meal Purchases)

Between 2011 and 2014, Gateway Center held a total of 1,451 events and of these events, 49 were conventions. Below are merely examples that illustrate the economic benefits reaped by the community from this particular type of event.

| Name & Year of Event | Number of Delegates | Direct Economic Economic Impact | Direct, Indirect & Induced Economic Impact |
|-------------------------------------|------------------------|------------------------------------|---|
| CKC Scrapbooking Convention: | | | |
| 2012 | 3,195 | \$500,040 | \$1,000,080 |
| 2013 | 3,830 | \$597,160 | \$1,194,320 |
| 2014 | 3,496 | \$545,190 | \$1,090,380 |
| Total: | 10,521 | \$1,642,390 | \$3,284,780 |
| Anime Convention: | | | |
| 2012 | 2,995 | \$479,280 | \$ 958,560 |
| 2013 | 3,400 | \$537,500 | \$1,075,000 |
| 2014 | 5,000 | \$800,631 | \$1,601,262 |
| Total: | 11,395 | \$1,817,411 | \$3,634,822 |
| Archon Convention: | | | |
| 2012 | 2,200 | \$418,000 | \$836,000 |
| 2013 | 2,550 | \$475,780 | \$951,560 |
| 2014 | 2,300 | \$414,711 | \$829,422 |
| Total: | 7,050 | \$1,308,491 | \$2,616,982 |

The number of overnight stays accounted for in the economic impact figures reflected above are inclusive of the quantity of overnight stays arranged through a "room block" that were reported to Gateway Center by either a hotel or convention organizer. These figures do not include overnight reservations made by individual delegates.

It should be noted, that representatives of Comfort Inn, Drury Inn, Fairfield Inn, and Days Inn all reported that their properties were sold out, while Archon and the Anime conventions were held but could not verify how many rooms were utilized by delegates, due to delegates making their own sleeping accommodations, and not arranging through a "room block".

The economic impact figures reflected above do not account for any discretionary spending by convention delegates such as retail purchases, recreation, local transportation (taxi-limo), gasoline purchases, entertainment, etc.

Direct effects - Direct effects are the changes in sales, income and jobs in those businesses that directly receive the visitor spending.

Indirect effects - As a result of the recirculation of money spent by the visitor; changes in sales, income and jobs from industries that supply goods and services to the business that sell directly to the visitors. For example, linen suppliers benefit from visitor spending at lodging establishments.

Induced effects - As a result of the recirculation of money spent by the visitor; changes in economic activity in the region resulting from household spending of income earned through a direct or indirect effect of the visitor spending. For example, motel and linen supply employees live in the region and spend the income earned on housing, groceries, education, clothing and other goods and services.

**GATEWAY CENTER
FACILITY USERS FY'14**

| Event Name | Nature of Event |
|-----------------------------------|------------------------|
| VIP Dance | Athletic Event |
| ASC Express Nationals | Athletic Event |
| Revolution Talent | Athletic Event |
| Masquerade Dance | Athletic Event |
| Total # of Athletic Events | 4 |

| | |
|--------------------------|---------|
| Collinsville Area | banquet |
| FRIENDS | banquet |
| The Gideons | banquet |
| Long Term Care Directors | banquet |
| Appellate Lawyers | banquet |
| Tierra's Sweet 16 | banquet |
| OsteoArthritis Centers | banquet |
| Collinsville Area | banquet |
| FRIENDS | banquet |
| Long Term Care Directors | banquet |
| Collinsville Area | banquet |
| FRIENDS | banquet |
| Swepson Bridal Shower | banquet |
| Long Term Care Directors | banquet |
| Tier 4 Final | banquet |
| Collinsville Area | banquet |
| FRIENDS | banquet |
| Long Term Care Directors | banquet |
| Canty Graduation Party | banquet |
| REALTOR Association of | banquet |
| Collinsville Area | banquet |
| FRIENDS | banquet |
| East St. Louis Sr High | banquet |
| Long Term Care Directors | banquet |
| Chamber of Commerce | banquet |
| Lucille Cooper 70th | banquet |
| Collinsville Area | banquet |
| FRIENDS | banquet |
| Long Term Care Directors | banquet |
| Madison County | banquet |
| Collinsville Area | banquet |
| FRIENDS | banquet |
| Long Term Care Directors | banquet |
| Kiwanis Mayor's Prayer | banquet |
| Edward Jones Client | banquet |
| Black and White Affair | banquet |
| Anderson Hospital | banquet |
| Collinsville Area | banquet |
| FRIENDS | banquet |

| | |
|----------------------------|-------------------|
| Long Term Care Directors | banquet |
| Greater Gateway | banquet |
| Madrigal Dinner Theater | banquet |
| Collinsville Area | banquet |
| FRIENDS | banquet |
| Jackie Milton Bridal | banquet |
| Long Term Care Directors | banquet |
| Greater Gateway | banquet |
| CARD Daddy Daughter Dance | banquet |
| Collinsville Area | banquet |
| FRIENDS | banquet |
| TheBANK of Edwardsville | banquet |
| Enjoy Church's The Cupid | banquet |
| Long Term Care Directors | banquet |
| Collinsville Area | banquet |
| FRIENDS | banquet |
| EDC Business Retention | banquet |
| Mosaic Pregnancy and | banquet |
| Long Term Care Directors | banquet |
| Dawn Powell's Bridal | banquet |
| Edward Jones Client | banquet |
| Congressional Prayer | banquet |
| RP Lumber Co. | banquet |
| Collinsville Area | banquet |
| FRIENDS | banquet |
| Dental Society Meeting | banquet |
| Long Term Care Directors | banquet |
| City of Collinsville | banquet |
| 70th Birthday Celebration | banquet |
| IL High School | banquet / auction |
| Collinsville Faith in | banquet / auction |
| Greater Gateway | banquet / auction |
| Collinsville HS Reunion | banquet / auction |
| Collinsville Chamber | banquet / auction |
| Lessie Bates | banquet / auction |
| Annual Troy Maryville | banquet / auction |
| Edwardsville High School | banquet / auction |
| SWIL Principals | banquet / auction |
| Total # of Banquets | 77 |

| | |
|--------------------------|---------------|
| Anderson Hospital Baby | consumer show |
| Belleville News Democrat | consumer show |
| Pegasus Productions | consumer show |
| Ceramic Show | consumer show |
| Gateway Rubber Stamp | consumer show |
| First Day Family Fun | consumer show |

| | |
|----------------------------------|---------------|
| Gateway Bridal Show | consumer show |
| DIY Retirement Showcase | consumer show |
| Gateway Fall Home & Hot | consumer show |
| International Gem & | consumer show |
| Mothers of Multiples | consumer show |
| Pegasus Productions | consumer show |
| Great Train Expo | consumer show |
| Fall Into Scrapbooking | consumer show |
| St. Louis Regional Gun & | consumer show |
| GUN PICK UP | consumer show |
| Lets Go Fishing Show | consumer show |
| ACS Spring Home Show | consumer show |
| Midwest Bicycle Expo | consumer show |
| Gateway Bridal Show | consumer show |
| St. Louis Woodworking | consumer show |
| St. Louis Regional Gun & | consumer show |
| Illinois Archaeological | consumer show |
| American Indian & | consumer show |
| International Gem & | consumer show |
| Pegasus Productions | consumer show |
| Mothers of Multiples | consumer show |
| Total # of Consumer Shows | 27 |

| | |
|-------------------------------|------------|
| IAR Annual Spring | convention |
| It Works! Global Boot | convention |
| NatsuCon Anime Convention | convention |
| Archon 37 | convention |
| SICAP Construction | convention |
| Gateway Challenge | convention |
| Whitetail Sales & Service | convention |
| On-site Wastewater | convention |
| Belleville Diocesan | convention |
| Creating Keepsakes | convention |
| Anime St. Louis 2014 | convention |
| Total # of Conventions | 11 |

| | |
|-------------------------|---------|
| Enjoy Church | meeting |
| Enjoy Church | meeting |
| Enjoy Church | meeting |
| Enjoy Church | meeting |
| ActOnEnergy Business | meeting |
| Illinois Municipal | meeting |
| Premier Designs Jewelry | meeting |
| COCA | meeting |
| Supreme Court of Ill | meeting |

| | |
|-------------------------|---------|
| Ameren Illinois | meeting |
| Ameren Illinois | meeting |
| Valvoline Instant Oil | meeting |
| Medical Weight Loss | meeting |
| Enjoy Church | meeting |
| Enjoy Church | meeting |
| Enjoy Church | meeting |
| Enjoy Church | meeting |
| Enjoy Church | meeting |
| Illinois Association of | meeting |
| DieCon 2013 | meeting |
| Computer Services, Inc. | meeting |
| TaxSeminars.com | meeting |
| Madison County Bar | meeting |
| Valvoline Instant Oil | meeting |
| Phillips 66 | meeting |
| Ameren | meeting |
| Monsanto | meeting |
| Ameren Illinois | meeting |
| Collinsville Chamber of | meeting |
| Illinois Municipal | meeting |
| Enjoy Church | meeting |
| Enjoy Church | meeting |
| Enjoy Church | meeting |
| Ameren Illinois | meeting |
| Monsanto | meeting |
| Monsanto | meeting |
| Premier Designs Jewelry | meeting |
| Railroad Prototype | meeting |
| Enjoy Church | meeting |
| Enjoy Church | meeting |
| Enjoy Church | meeting |
| Mike Hobbs Auction | meeting |
| Ameren Illinois | meeting |
| Illinois Cheerleading | meeting |
| Transportation for | meeting |
| Riverbend Headstart | meeting |
| Free Marketing Series | meeting |
| IL State Board of | meeting |
| Valvoline Instant Oil | meeting |
| Customs & Border | meeting |
| Olin Brass | meeting |
| Rent A Center | meeting |
| Premier Designs Jewelry | meeting |
| Computer Services, Inc. | meeting |
| COCA | meeting |
| Enjoy Church | meeting |

| | |
|---------------------------|---------|
| Enjoy Church | meeting |
| Enjoy Church | meeting |
| Enjoy Church | meeting |
| Winchester Ammunition | meeting |
| Anderson Pest Solutions | meeting |
| IL State Bar Association | meeting |
| Free Marketing Series | meeting |
| Greater Gateway | meeting |
| Customs & Border | meeting |
| Olin Brass | meeting |
| Rent A Center | meeting |
| Ameren Illinois | meeting |
| ISBA Mutual Risk | meeting |
| Nicol Investors | meeting |
| Illinois Municipal | meeting |
| Enjoy Church | meeting |
| Enjoy Church | meeting |
| Enjoy Church | meeting |
| Olin Brass Annual Safety | meeting |
| Riverbend Headstart | meeting |
| Free Seminar #3: Grow | meeting |
| International Dairy Queen | meeting |
| The Ultimate Pageant | meeting |
| Developmental Disability | meeting |
| Valvoline Instant Oil | meeting |
| Olin Brass | meeting |
| Olin Brass | meeting |
| Leadership Council | meeting |
| Alco Holiday Meeting | meeting |
| Olin Brass | meeting |
| Sanford Brown | meeting |
| Premier Designs Jewelry | meeting |
| Computer Services, Inc. | meeting |
| TaxSeminars.com | meeting |
| IDOT - Division of | meeting |
| Enjoy Church | meeting |
| Enjoy Church | meeting |
| Enjoy Church | meeting |
| Enjoy Church | meeting |
| BACS Seminar and | meeting |
| Midwest Truckers | meeting |
| Land of Lincoln | meeting |
| Home Federal Savings & | meeting |
| Dr. Robert Melillo | meeting |
| Circle of Remembrance | meeting |
| Customs & Border | meeting |
| Physical Medicine Clinic | meeting |

| | |
|---------------------------|---------|
| Greater Gateway | meeting |
| Valvoline Instant Oil | meeting |
| Vail Seminars | meeting |
| Breakfast with Rick | meeting |
| Prairie Farms | meeting |
| U of I Tax School | meeting |
| U of I Tax School | meeting |
| TaxSeminars.com | meeting |
| TaxSeminars.com | meeting |
| TaxSeminars.com | meeting |
| TaxSeminars.com | meeting |
| U of I Tax School | meeting |
| Enjoy Church | meeting |
| Enjoy Church | meeting |
| Enjoy Church | meeting |
| Enjoy Church | meeting |
| IL-DHS Employee and | meeting |
| IL-DHS Employee and | meeting |
| Life Leadership | meeting |
| Heartland Health Outreach | meeting |
| Riverbend Head Start | meeting |
| Enjoy Church | meeting |
| Enjoy Church | meeting |
| Enjoy Church | meeting |
| Presley Tours | meeting |
| Post Holdings, Inc. | meeting |
| Greater Gateway | meeting |
| Valvoline Instant Oil | meeting |
| Midwest Equipment & | meeting |
| Metro East School | meeting |
| Ameren | meeting |
| Phillips 66 | meeting |
| Menasha Packaging Job | meeting |
| Scheffel Boyle | meeting |
| Genesis Pure | meeting |
| Triad Model UN | meeting |
| Enjoy Church | meeting |
| Enjoy Church | meeting |
| Enjoy Church | meeting |
| U of I Pesticide | meeting |
| Briggs & Stratton | meeting |
| Valvoline Instant Oil | meeting |
| Teva Neuroscience | meeting |
| American Red Cross | meeting |
| Phillips 66 | meeting |
| ABC Supply Co | meeting |
| ABC Supply Co | meeting |

| | |
|----------------------------|------------|
| Delve a Focus Pointe | meeting |
| Annual Heart Queen | meeting |
| NutriChef | meeting |
| Enjoy Church | meeting |
| Enjoy Church | meeting |
| Enjoy Church | meeting |
| Gun & Knife Pick Up | meeting |
| Midwest Costume Academy | meeting |
| SIUE | meeting |
| Computer Services, Inc. | meeting |
| Illinois Municipal | meeting |
| Greater Gateway | meeting |
| The Ultimate Pageant | meeting |
| Continuing Education | meeting |
| Midwest Summit Academy | meeting |
| ABC Supply Co. | meeting |
| ABC Supply Co | meeting |
| Townhall Meeting | meeting |
| Valvoline Instant Oil | meeting |
| Enjoy Church | meeting |
| Enjoy Church | meeting |
| Enjoy Church | meeting |
| University of Illinois- | meeting |
| Mike Hobbs Auction | meeting |
| Valvoline Instant Oil | meeting |
| Illinois Municipal | meeting |
| Greater Gateway | meeting |
| Illinois Chamber of | meeting |
| Madison County Bar | meeting |
| Baker Excavation Safety | meeting |
| Revival Waves of Glory | meeting |
| Total # of Meetings | 181 |

| | |
|--------------------------------|-------------|
| Jack Schmidt Ford Lincoln | public show |
| Confluence Crush Roller | public show |
| Star City Games.Com 10K | public show |
| Confluence Crush Roller | public show |
| Elvis Tribute Artist | public show |
| Alter Reality Games | public show |
| StarCityGames.com Open | public show |
| Total # of Public Shows | 7 |

| | |
|---------------------|------------|
| Siemer Distributors | trade show |
| Jobs Plus 2013 | trade show |
| Switzer Foods | trade show |

| | |
|-------------------------------|------------|
| SLSRC | trade show |
| Gateway Green Industry | trade show |
| Belleville News Democrat | trade show |
| Haag Foods & Poultry | trade show |
| Total # of Trade Shows | 7 |

| | |
|--------------------------------------|-------------------|
| Carich/Bone Wedding | Wedding Reception |
| Turner/Jones Wedding | Wedding Reception |
| Sutton/Sedlacek Wedding | Wedding Reception |
| Cantrall/Clark Wedding | Wedding Reception |
| Fritz/Esarey Wedding | Wedding Reception |
| Zumwalt/Schrumpf Wedding | Wedding Reception |
| Downen/Belfield Wedding | Wedding Reception |
| Giger/Troxell Wedding | Wedding Reception |
| Pinto/Hock Wedding | Wedding Reception |
| Crawford/Hibbs Wedding | Wedding Reception |
| Halpin/Hicks Wedding | Wedding Reception |
| Roberts/Karim Wedding | Wedding Reception |
| Ivy Reception | Wedding Reception |
| Williams Wedding | Wedding Reception |
| Fleshren/Andrews Wedding | Wedding Reception |
| Mueller/Corzine Wedding | Wedding Reception |
| Scherschel/Noeth Wedding | Wedding Reception |
| Frey/Mills Wedding | Wedding Reception |
| Schaefer/Walthall | Wedding Reception |
| Chitwood/Bruce Wedding | Wedding Reception |
| Becker/Kueper Wedding | Wedding Reception |
| Williams/Doty Wedding | Wedding Reception |
| Henderson/Means Wedding | Wedding Reception |
| Wilburn/Hollingsworth | Wedding Reception |
| Dailey/Sloan Wedding | Wedding Reception |
| Jones/Ward Wedding | Wedding Reception |
| Craig/Long Wedding | Wedding Reception |
| Setser-Rath Wedding | Wedding Reception |
| Rodeffer/Krumwiede | Wedding Reception |
| Wiesemeyer/Marks Wedding | Wedding Reception |
| Vinyard/Bastin Wedding | Wedding Reception |
| Frost/Owens Wedding | Wedding Reception |
| Rotter-Wilke Wedding | Wedding Reception |
| Ward-Burns Wedding | Wedding Reception |
| Pope/Dillard Wedding | Wedding Reception |
| Dugger/Faulkner Wedding | Wedding Reception |
| Borgard Wedding Reception | Wedding Reception |
| Hunter/Milyard Wedding | Wedding Reception |
| Sauls/Touchette Wedding | Wedding Reception |
| Total # of Wedding Receptions | 39 |

| | |
|--------------------------------------|------------|
| Total # of Athletic Events | 4 |
| Total # of Banquets | 77 |
| Total # of Consumer Shows | 27 |
| Total # of Conventions | 11 |
| Total # of Meetings | 181 |
| Total # of Public Shows | 7 |
| Total # of Trade Shows | 7 |
| Total # of Wedding Receptions | 39 |
| TOTAL | 353 |

3,000 Attendees and \$1.6 Million Impact Expected in St. Louis Area from It Works! Global Company hosts quarterly conference in Greater St. Louis area

ST. LOUIS (July 25, 2013) – A consumer lifestyle, health and skincare products company, It Works! Global, will host its quarterly “Boot Camp” this weekend. Industry experts project the event will have an estimated \$1,596,000 in direct economic impact to the Greater St. Louis area.

Event organizers say the July 26 and 27 sold-out conference will have 3,000 independent distributor attendees in addition to guests attending the conference at Gateway Center, 1 Gateway Drive in Collinsville, Ill.

The conference will feature business-building strategies from the direct sales company’s top performers, important announcements about the It Works! brand and presentations from It Works! CEO Mark B. Pentecost, among others.

“A big part of the It Works! mission is to bring economic freedom to our distributors,” Pentecost said of the economic impact. “We want to extend that same financial freedom to the communities we host events in and are glad to be making a positive impact in the communities that surround us.”

Based on the Destination Marketing Association International’s Convention Expenditure Impact Study and input from the Tourism Bureau Southwestern Illinois, the Gateway Center’s Collinsville economic calculator suggests that the total economic impact will average \$266 per person per day. Event attendees may bring family and friends as well as stay in the area prior to and after the conference.

About It Works! Global

Founded in 2001, It Works! Global is one of the fastest-growing consumer lifestyle, health and skincare direct sales companies. According to Inc.’s 2012 500 | 5000 list, the Florida-based company is enjoying 436-percent growth over the previous three years, and it ranks No. 50 on its “Top 100 Consumer Products & Services Companies” list and No. 56 on its “Top 100 Florida Companies” list. It Works! debuted at No. 56 on the Direct Selling News Global 100, the annual industry ranking produced by Direct Selling News magazine, and was its inaugural recipient of the DSN Bravo Momentum Award, created to recognize a previously unranked company that has demonstrated significant growth. It Works! earned the most significant first-time ranking on the DSN Global 100. It Works! offers a variety of daily-use, instant-results products including its signature and unique It Works! Wrap, a contouring product that can tighten, tone and firm any area of the body in just 45 minutes. The company currently pays commissions to more than 50,000 independent distributors worldwide. Visit www.itworksglobal.com for additional information.

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For additional information, interview, image and product sample requests, contact Axia, the public relations firm, at 888-PR-FIRM-8, ext. 700.

Marjorie Comer
Public Relations Account Manager
Axia Public Relations :: www.axiapr.com
Media Relations : Social : Reputation : Crisis
866-999-2942 (AXIA) x312

ORDINANCE NO. 4693

**AUTHORIZING EXPENDITURE OF TIF FUNDS
(Gateway Center)**

BE IT ORDAINED BY THE CITY COUNCIL OF COLLINSVILLE, ILLINOIS, that it authorizes the expenditure of Tax Increment Financing funds in the amount of \$203,957.08 for the reimbursement of costs relative to the replacement of rooftop HVAC units, sprinkler repair and replacement, pedestrian bridge repair, and infrared testing/repair to electrical distribution system at their facility located at 1 Gateway Drive.

The TIF Funding Application is attached hereto and made a part hereof by reference. Reimbursement to be made in one lump sum upon completion of the work and proof of payment.

PASSED by the City Council of the City of Collinsville, Illinois, on March 10, 2014.

Ayes: Woolard, Kypta, Tognarelli, Moss

Nays: None

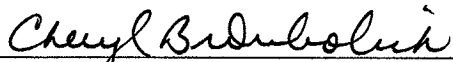
Absent: Miller

Approved: March 10, 2014.



John Miller, Mayor

ATTEST:



Cheryl Brombolich, City Clerk

ORDINANCE NO. 4563

**AUTHORIZING EXPENDITURE OF TIF FUNDS
(Gateway Center)**

BE IT ORDAINED BY THE CITY COUNCIL OF COLLINSVILLE, ILLINOIS, that it authorizes the expenditure of Tax Increment Financing funds in the amount of \$279,095.38 for the reimbursement of costs relative to the replacement of rooftop HVAC units at their facility located at 1 Gateway Drive.

The TIF Funding Application is attached hereto and made a part hereof by reference. Reimbursement to be made in one lump sum upon completion of the work and proof of payment.

PASSED by the City Council and Approved by the Mayor December 10, 2012.

Ayes: Moss, Tognarelli, Miller

Nays: Kypta

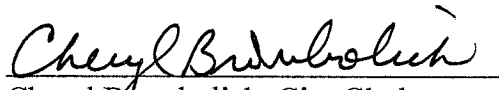
Absent: None

Approved: December 10, 2012.



John Miller, Mayor


ATTEST:


Cheryl Brombolich, City Clerk



MEMO

TO: MAYOR & CITY COUNCIL

FROM: MITCHELL E. BAIR, AICP, CITY MANAGER 

RE: GATEWAY CENTER TIF REQUEST FOR CAPITAL IMPROVEMENTS

DATE: NOVEMBER 14, 2016

Gateway Center has requested from the City TIF funding for the replacement of five (5) rooftop HVAC units via formal application (copy attached). The total estimated cost of this project is \$150,125. The Gateway Center has rebated back funds to the City amounting to \$169,992.48. Favorable consideration of the project by the City would leave an excess of TIF funds rebated to the City at \$19,992.48.

In 2012 the City Council deliberated a resolution for the financial support of the Gateway Center (copy attached) which establishes a manner to process these applications for TIF funds rebated back to the City for “*capital improvements and other TIF eligible expenditures*” (please note that at the time of the drafting of this memo a search of City records did not return evidence that this resolution was formally adopted via legislative process). The request for TIF funds made by the Gateway Center is indeed for capital improvements that are deemed TIF eligible expenses.

The request is consistent with the historical requests of TIF funds for capital projects as the Gateway Center has made three (3) requests for TIF funds since the passage of the resolution in 2012 for capital items as reflected below:

| COUNCIL MEETING DATE | ORDINANCE # | TIF REIMBURSEMENT |
|----------------------|-------------|-------------------|
| August 24, 2015 | 15-56 | \$170,764.55 |
| March 10, 2014 | 4693 | \$203,957.08 |
| December 10, 2012 | 4563 | \$279,095.38 |
| Total | | \$653,817.01 |

A total of three (3) bids were received for the project with the lowest being in the amount of \$147,400 from C&K Heating and Cooling (please note that the amount being requested is higher than the bid as the tonnage was adjusted from the bid to reflect the actual tonnage of the units being replaced). Those bids follow:

| BIDDER COMPANY | AMOUNT OF BID |
|-------------------------------|---------------|
| C&K Heating and Cooling | \$147,400.00 |
| Bel-O Heating and Cooling | \$172,875.00 |
| Supplied Industrial Solutions | \$251,932.00 |

It is staffs recommendation that should the City Council decide to approve the request, that the following requirements be associated with the legislative approval as conditions:

1. All work shall be required to adhere to all required codes and ordinances of the City and shall be



MEMO

required to obtain the appropriate and applicable permits;

2. Funds shall be provided in a reimbursable manner and based on the actual cost of the work completed and substantiated by documentation including final receipts while not exceeding the total cap awarded for the project by the City Council; and
3. All work shall be certified via City performed inspections to ensure all required codes and ordinances have been observed and that the work was indeed completed satisfactorily. This inspection shall not serve as a warranty or guarantee of workmanship.

Cindy Warke, Executive Director of the Gateway Center will be present to discuss the request in detail with the City Council at the November 14th meeting.

MEB



GATEWAYTM
C E N T E R

TIF Funding Application

November 2016

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| ➤ Signed and Notarized Contractor's Wage Certification from C&K Heating and Cooling | Page 10 |
| ➤ HVAC Replacement Bid Package | Page 11 |
| ➤ Facility Map Reflecting HVAC Unit Locations | Page 12 |
| ➤ W-9 from Gateway Center | Page 13 |

Application

Date: November 1, 2016
Business Name: Gateway Center
Contact Name: David Ralleigh
Title: Director of Operations
Address: One Gateway Drive
Collinsville, IL 62234

Phone: (618)345-8998 x108

Email: DRalleigh@gatewaycenter.com

Building Owner: Collinsville Metropolitan Exposition Auditorium and Office Building Authority

Amount of sales tax paid last year: Not Applicable - Gateway Center is exempt from paying both sales and real estate taxes.

Amount of real estate tax paid last year: Not Applicable -Gateway Center is exempt from paying both sales and real estate taxes.

Number of total commercial units affected by project: (1) One

Total square footage affected by project: 15, 675

Number of residences affected by project: 0

Number of employees employed on an annual basis: 46 (18- Full Time) and
(28-Part Time)

If a major project, number of construction employees anticipated to be employed: (5) Five

If a major project, estimated time period of construction: 11 days

Are you willing to comply with recommendations established in the Collinsville Historic Architectural Standards guidelines as advised by the Collinsville Historic Preservation Commission and Uptown Development Commission, if applicable? Not Applicable

1. Address how the proposed project will constitute an economic benefit to the City and justifies the expenditure of TIF funds:

Gateway Center was originally established to generate economic development and quality of life opportunities for the community of Collinsville. Both of these objectives continue to be met by Gateway Center. Gateway Center draws from tens of thousands to hundreds of thousands of visitors each year. The "quality of life" elements of the convention center are proven key elements for business and industry leaders who are recruiting and retaining employees. These visitors are both local and non-local and are helping generate the economic development and impact that Gateway Center was originally designed to create for our area. Gateway Center serves to provide a location for meetings, conventions, trade shows, public shows, the arts, and local interests. Its benefits are measured in terms of out-of-town visitors, occupied room nights, incremental taxes, and sales. The success of a center is measured by its ability to generate economic benefit for the community. Conventions and other types of events whether small or large, are popular for a reason --they send traveler's dollars through local economies. They augment other strategies for attracting visitors; they can be held at times of the year when tourist dollars cease to flow into the community during off seasons. The average conference delegate spends approximately 2.0 to 2.5 times the amount spent by the 'recreational tourist' on a daily basis.

| | | |
|-------------------|--------------------|--------------|
| A & H Mechanical | The Doubletree | Arby's |
| Johnstone Supply | Hotel | White Castle |
| Frost Electric | Little Caesar's | McDonald's |
| Connors | First Clover Leaf | Porter's |
| Village Locksmith | Bank | Steakhouse |
| Petroff Trucking | Home Depot | Ravanelli's |
| Wal-Mart | FedEx | Restaurant |
| Suburban Journals | Collinsville Ice & | Bandana's |
| A-1 Rental | Fuel | Barbecue |
| Rural King | Metro Glass | Dairy Queen |
| | Mike's Automotive | Culver's |
| | Starbucks | Burger King |

| | | |
|-------------------|-------------------------|----------------------|
| Bob Evans | Drury Inn | Days Inn |
| Golden Corral | Comfort Inn | Fairfield Inn |
| Pizza Hut | Hampton Inn | Splash City |
| LaQuinta | Days Inn | Gateway Fun Park |
| Penn Station | Wendy's | Fairmount Race Track |
| Ramon's | MotoMart | Cahokia Mounds |
| St Louis Bread Co | Americas Best Value Inn | |
| Subway | | |
| Steak 'N Shake | Super 8 Motel | |
| Swing City Music | | |

In addition to supporting the local businesses, Gateway Center supports our fire and police personnel, generating an extra \$14,850 in supplementary earnings for these departments between February 2015 and February 2016. Since the inception of Gateway Center, fire and police personnel have earned \$219,996 in additional income due to working events held at the convention center.

Another noteworthy economic benefit is the \$333,815 generated from the one percent food and beverage tax derived solely from food and beverage functions held at the convention center between 1990 and 2015. This tax revenue is generated directly from Gateway Center and is funneled back to the Center to cover a portion of its operating expenditures.

Gateway Center plays a significant role in generating overnight stays within the local Hospitality District, which ultimately generates income for the City of Collinsville through means of a 2% lodging tax that is designated as income for the City of Collinsville.

In addition to the economic benefits Gateway Center generates, it is also important to take into account that the convention center creates visibility and urban appeal for local businesses, development and redevelopment projects.

In effort to advance other local projects within the community, Gateway Center hosts the Annual Festival of Trees and has done so for more than two decades. This charitable gala has evolved into one of Collinsville's largest, most well attended events. The festival has generated \$578,289 in proceeds that have funded several dozen projects that have improved the quality of life for local citizens.

Gateway Center also sponsors several signature events to promote economic development and goodwill. One event is the Annual Business Retention and Attraction Reception. The Center has contributed in-kind services, function space and equipment valued at \$16,689.51 to support this regional networking function, since its inception. Representatives of Gateway Center also took the initiative to leverage its relationship with its exclusive audio/visual company to support the Business Retention and Attraction event, which has resulted in audio/visual equipment valued at \$21,910, being donated to showcase Collinsville's assets.

Gateway Center has provided in-kind function space, equipment and services valued at a total of \$99,700, since the initial inception of "First Day", which was recently rebranded as the Collinsville Community Collaboration ("C3") event held in conjunction with the C3 Realtors Reception. This year, the Collinsville Community Collaboration (C3) event brought the community together to showcase all that Collinsville has to offer. This event is designed to educate the region on our City's accomplishments, potential and livability by highlighting the school system and all the incredible businesses and organizations that make Collinsville great.

The following video showcases just a few of the events that generate a significant amount of economic benefits for the community of Collinsville.

<https://www.youtube.com/watch?v=73k0AsIJZJM>

2. Please state which of the following issues will be eradicated by this project and provide details for each:
 - a. Dilapidation;
 - b. Obsolescence;
 - c. **Deterioration;**
 - d. Illegal use of individual structures;
 - e. Presence of structures below minimum Code standards;
 - f. Abandonment;
 - g. **Excessive vacancies;**
 - h. Overcrowding of structures and community facilities;
 - i. Lack of ventilation, light or sanitary facilities;
 - j. Inadequate utilities;
 - k. Excessive land coverage;
 - l. Deleterious land use or layout;
 - m. **Depreciation of physical maintenance;**
 - n. Lack of community planning

The improvements described would assist in the alleviation of the following: Deterioration; depreciation of physical maintenance; and word toward preventing excessive vacancies.

In response to Question No. 2, in order to address the expenses related to aging buildings, Illinois State Statutes provide for the creation of TIF Districts as a way to promote reinvestment and prevent further decline of buildings and properties. Because this proposed improvement constitutes a substantial investment of Gateway Center, there is a compelling public need to protect its viability and that of the underlying TIF District Area #1. In doing so, it will protect the image of the Eastport Plaza Area as a regional commercial hub, assist Gateway Center in promoting convention business, and facilitate the transition of the building to a more productive state for the benefit of all the parties involved, including the City and other taxing districts. Furthermore, the proposed reinvestment will allow Gateway Center to continue to function as the major anchor of the Eastport Plaza Area, attracting and retaining business.

In further response to Question No. 2, the following are descriptions of all proposed projects in the application:

Project #1: Removal and Replacement of a Total of Five (5) Heating and Cooling Rooftop Units:

Project #1 - Entails the removal and replacement of a total of five heating and cooling rooftop units that range in size from 8 ½ to 17 ½ tons. The replacement units affected one of the convention center's large exhibition halls, kitchen service area and function spaces.

As a result of the investment in new HVAC Rooftop Units, Gateway Center is now able to continue to offer comfortable facilities equipped with reliable heating and cooling units.

Representatives of Gateway Center feel it is important for City Officials to be well informed about extraordinary capital replacement expenditures associated with maintaining a viable operation such as the replacement of HVAC Rooftop Units. Presently, there are a total of 48 existing rooftop units that supply climate control to the 105,000 square foot facility. The average life expectancy of rooftop units ranges between 15 and 20 years. Today, the average replacement cost of each of our rooftop units is \$30,025. If Gateway Center were to replace all of its existing units at today's market cost, the approximate financial outlay would total \$1,441,200.

Project Labor Details:

| | |
|--|----------|
| Number of Construction Employees: | (5) Five |
| Total Cost of Construction Employment: | \$6,500 |

3. Describe any environmental/EPA issues related to the site.

There are currently no environmental/EPA issues at Gateway Center

Summary of Project Costs:

Project #1: Removal and Replacement of 5 Rooftop Units

| | |
|---|-----------------------|
| Total Cost Associated with Project | \$150,125.00 |
| Total Amount Rebated Back to the City in 2015 | <u>\$169,992.48</u> * |
| Excess TIF Funds Remaining | (\$19,867.48) |

**Total amount of TIF Funds Gateway Center rebated back to the City of Collinsville 2015.*

This amount represents the current amount of TIF funding the convention center is eligible to apply for capital replacement and improvement projects in 2016.

Cynthia L. Warke, Executive Director



11/1/16

PRINTED NAME OF APPLICANT

SIGNATURE

DATE

HVAC BID
C&K Heating and Cooling
Attachment 1

BIDDING & CONTRACT
REQUIREMENTS
SECTION 1 – BID FORM 1

SECTION 1

BID TO: SEALED BID REMOVAL & REPLACEMENT OF HVAC ROOFTOP UNITS
Gateway Center Administrative Offices
One Gateway Drive
Collinsville, IL 62234

BID FROM: C & K Heating and Cooling, Inc.
DATE: 6-16-16

BIDDER'S ADDRESS: 1116 Galaxy Dr.
Lebanon, IL 62254

EMAIL ADDRESS: Kshowalter@ckheatcool.com TELEPHONE NUMBER: (618) 537-9528

THE UNDERSIGNED:

1. Acknowledges receipt of:

- A. Receipt of HVAC Removal and Installation HVAC Rooftop Units specifications.
- B. Addenda (if applicable):
No. _____ No. _____ No. _____ No. _____
- C. Has examined the site and all bidding documentation and shall be responsible for performing all work specifically required of bidder.

2. Agrees:

- A. To hold this bid open until 90 calendar days after bid opening date or as otherwise noted.
- B. To enter into and execute a contract with the Owner, if awarded, on the basis of this bid and in connection therewith to:
 - 1. Furnish Proof of Insurance as required by the bidding documents.
 - 2. Accomplish all of the work in accordance with the Contract.
 - 3. Complete the work within the contract time herein specified.
 - 4. In submitting this bid it is understood that the right is reserved by the Owner to reject any or all bids.
 - 5. Enter into a Project Labor Agreement.

BIDDING & CONTRACT
REQUIREMENTS
SECTION 2 - BID FORM 2

SECTION 2

BASE BID – HVAC

(Bidder agrees to provide all labor and materials to perform all work shown or specified for Base Bid in the bidding documents RTU 14, 15 and 22)

Eighty-eight thousand seven hundred fifty-three DOLLARS \$ 88,753.⁰⁰

ALTERNATES

- A. An alternate is defined as an amount proposed by Bidders and stated on their Bid that will be added to the Base Bid amount if the Owner decides to accept a corresponding change in either scope of work or in products, materials, equipment, systems or installation methods described in the Contract Documents.
- B. Immediately following award of Contract, the Contractor shall prepare and distribute to each party involved, notification of the status of each alternate. Indicate whether alternates have been accepted, rejected, or deferred for consideration at a later date. Include a complete description of negotiated modifications to alternates, if any.
- C. Include as part of each alternate, miscellaneous devices, appurtenances and similar items incidental to or required for a complete installation whether or not mentioned as part of the alternate.
- D. The Contractor shall submit a price for each of the scheduled Alternates. Alternates may require the work of more than one trade. The contractor shall coordinate prices to include all costs so that no additional costs shall be borne by the Owner due to the acceptance of additive or deductive alternates.
- E. All additional costs to the Contractor due to the inclusion of Alternates shall be included in the amount to be added to the Contract Sum, including, without limitation, all labor, materials, equipment, supervision, taxes, overhead and profit, so that no additional costs shall be borne by the Owner due to the inclusion of the additive Alternates.

Alternate No. 1 - Contractor agrees to provide all labor, equipment and materials necessary to satisfactorily complete removal of RTU 19 and the installation of (1) rooftop unit in accordance with the specifications stated herein. This unit will be controlled by a BAS system and must be compatible with BACNet IP.

Twenty-three thousand eight hundred twenty DOLLARS \$ 23,812.⁰⁰

Alternate No. 2 - Contractor agrees to provide all labor, equipment and materials necessary to satisfactorily complete removal of RTU 24 and the installation of (1) rooftop unit in accordance with the specifications stated herein. This unit will be controlled by a BAS system and must be compatible with BACNet IP.

Seventeen thousand two hundred twenty-five DOLLARS \$ 17,225.⁰⁰

Alternate No. 3 - Installation of Variable Speed Drives on RTU Unit 19. A shaft ground ring should be included. Variable speed drives are factory mounted and shall be installed as part of the manufacturer's unit, not as an add on. VSD's shall be BACnet compatible. VFD shall change fan speed according to the mode of operation. During cooling mode, fan shall modulate to maintain space temperature. The compressor shall operate to control discharge air temperature. This operation shall be standard with SZVAV offering. During heating, fan operations shall be a constant volume of heating control.

Nine thousand thirty-two DOLLARS \$ 9,032.⁰⁰

Alternate No. 4 - Installation of Variable Speed Drives on RTU Unit 24. A shaft ground ring should be included. Variable speed drives are factory mounted and shall be installed as part of the manufacturer's unit, not as an add on. VSD's shall be BACnet compatible. VFD shall change fan speed according to the mode of operation. During cooling mode, fan shall modulate to maintain space temperature. The compressor shall operate to control discharge air temperature. This operation shall be standard with SZVAV offering. During heating, fan operations shall be a constant volume of heating control.

Eight thousand five hundred seventy-eight DOLLARS \$ 8,578.⁰⁰

| | |
|--------------------------|--------------------------------|
| Base Bid Amount Only: | \$ <u>88,753.⁰⁰</u> |
| Alternate 1 Amount Only: | \$ <u>23,812.⁰⁰</u> |
| Alternate 2 Amount Only: | \$ <u>17,225.⁰⁰</u> |
| Alternate 3 Amount Only: | \$ <u>9,032.⁰⁰</u> |
| Alternate 4 Amount Only: | \$ <u>8,578.⁰⁰</u> |

BASE BID AMOUNT ONLY:

\$ 88,753.⁰⁰

TOTAL AMOUNT OF ALTERNATES NO. 1 -4:

\$ 58,647.⁰⁰

TOTAL BID AMOUNT (Base Bid plus Alternates):

\$ 147,400.⁰⁰

The Collinsville Metropolitan Exposition Auditorium and Office Building Authority will award the project based upon the Base Bid Amount. Alternates will not be used in basis of contract award and may be accepted only from the successful bidder as determined by the base bid.

BIDDING & CONTRACT
REQUIREMENTS
SECTION 3

SECTION 3

INSURANCE:

- A. Contractors may not commence work under the contract until he has obtained insurance as specified here, nor shall the Contractor allow any Subcontractors to commence work or any portion of the work unless all insurance required by the subcontractor has been similarly approved by the Contractor. Contractor is required to provide an Installation Floater at an estimated job cost of \$56,000.
- B. Subcontractors Insurance: The Contractor shall require Subcontractors, if any, not protected under the Contractor's insurance policies to take out and maintain insurance of the same nature and in the same amounts as required of the Contractor for Comprehensive General Liability. Subcontractors shall also be of the Contractor on all vehicles operated by each subcontractor on the site of work.
- C. Waiver of Subrogation and Release: With respect to all insurance as required to be maintained by the Contractor and/or Subcontractor as set forth herein. Contractor hereby releases and waives, on behalf of themselves and their respective insurers, any and all rights to recovery against the Owner and its representatives, for loss or damage to contractor or any subcontractor or any third party to extent that such loss or damage is insured against or under any applicable insurance policy.
- D. Insured Parties: All of the insurance policies required to be obtained by Contractor and subcontractors set forth herein (except Workman Compensation Insurance) shall name Owner as additional insured on a primary basis.
- E. Certificates of Insurance: Prior to commencement of any work, and within (15) business days after receipt of NOTICE OF BID AWARD, the Contractor shall cause to be delivered to Owner's Representative, for their review and approval (1) copy of each Certificate of Insurance from the insurer, evidencing that all of the above described insurance has been obtained by Contractor and all subcontractors. All of such Certificate of Insurance shall (1) specify that the respective insurance policies shall not be canceled, modified or amended without and until sixty (60) days advance written notice issued to Owner, (2) contain a specified acknowledgement of the Agreement and the Contractual liability indemnification obligation of the insurers herein, (3) evidence the additional insured on a primary basis on the respective policies, (4) evidence the coverage amounts, deductibles and limits of each policy, (5) evidence the Waiver of Subrogation

**BIDDING & CONTRACT
REQUIREMENTS
SECTION 3**

endorsement in favor of the Owner, to be on a primary basis, and (6) state the type of insuring agreement to be on an Occurrence basis. Claims made coverage is not acceptable.

- F. Indemnity Agreement: The Contractor agrees that it will save and keep harmless the Owner from any and all claims that may arise on the part of any of said Contractor's employees, agents, servants by reason of injury, death or any claim while in pursuit of the Contractor's obligations under this contract, and that all employees of the Contractor shall in no way be construed to be employees of the Owner.
- G. The cost of providing insurance specified herein shall be included in the bid price submitted by the Contractor for this project. It shall be the Contractor's sole responsibility to notify its insurance carrier of the requirements of these conditions and of the entire contract documents.

Comprehensive Automobile Liability:

- A. Required Minimum Insurance Coverage
 - 1. \$1,000,000 Combined single limit BI/PD
 - 2. \$2,000 Medical Payments
- B. Each Contractor shall purchase and maintain Comprehensive Auto Liability insurance for all owned, non owned and hired vehicles under control of their Contractor or its Subcontractors.

Worker's Compensation:

- A. Required Minimum Insurance Coverage
 - 1. Statutory Limits
 - 2. Employer's Liability: \$1,000,000 Combines Single Limit for Bodily Injury and Property Damage per occurrence.
- B. Each Contractor shall purchase and maintain Worker's Compensation Insurance for all of its employees employed at the site of the project. Coverage in accordance with the Worker's Compensation Act of the State of Illinois shall be provided for all operations. In case any work is sublet, the Contractor shall require Subcontractor to similarly provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by the Contractor or any Subcontractors engaged in work under the Worker's Compensation Act, the Contractor shall provide, and shall cause said Subcontractor to provide any

**BIDDING & CONTRACT
REQUIREMENTS
SECTION 3**

such employees with Employer's Liability Insurance for the protection of said employees.

Comprehensive General Liability:

- A. Require Minimum Insurance Coverage:
 - 1. \$2,000,000 General Aggregate
 - 2. \$2,000,000 Products & Completed Operations
 - 3. \$1,000,000 Personal & Advertising Injury
 - 4. \$1,000,000 Each Occurrence Limit
 - 5. \$50,000 Fire Damage Limit
 - 6. \$5,000 Medical Payments
- B. Each Contractor shall purchase and maintain Comprehensive General Liability Insurance with Premises and Operations coverage insuring against claims and damages because of Bodily injury and property damage in or about the project site and/or related, directly or indirectly, to the work. Insurance coverage must be on occurrence basis. Claims made coverage is not acceptable.
- C. Insurance Covering Special Hazards: The following special hazards shall be covered by the Contractor, by rider or endorsement to the Comprehensive General Liability Insurance policies hereinabove required (or by separate policies of insurance) in amounts as specified hereinabove.
 - 1. Damage to Underground Utilities.
 - 2. Trucking and Motor Vehicle Operations.
 - 3. Owner's Protective Liability Insurance (Independent Contactor Coverage)
 - 4. Product Completed Operations Hazards.
 - 5. Any other hazards involved in the Work performed under the contract, which in the opinion of the Owner, at any time during the contract period, appears to be sufficiently dangerous to require special insurance.

Umbrella/Excess Liability Coverage:

- A. All Contractor/Subcontractors are required to purchase or have in force Umbrella/Excess Liability Coverage in the amount of \$1,000,000. The policy should be structured as follows:
 - 1. The policy shall run for the term of the project a certificate of insurance shall be issued for the project term.

**BIDDING & CONTRACT
REQUIREMENTS
SECTION 3**

2. \$10,000 is the maximum self-insured retention (SIR) allowed.
3. The schedule of underlying insurance shall encompass all primary lines of coverage including General Liability, Employer's Liability, and Auto Liability.

SECTION 4

Bidders shall identify the business names and addresses of all subcontractors below:

1. Trane U.S. Inc.
101 Matrix Commons Dr.
Fenton, MO 63026
2. Siemens Industry, Inc.
11612 Lilburn Park
St. Louis, MO 63146
3. Glaenger Electric Inc.
10 Empire Dr.
Belleville, IL 62220
4. Miller & Associates
7947 Big Bend Blvd.
St. Louis, MO 63119
5. Erlinger Crane Service
1117 Galaxy Dr.
Lebanon, IL 62254

SECTION 5

This image shows a single page of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

Bidders shall provide the seer rating for HVAC Rooftop Units included in bid. _____

UNITS 14, 15, 19, 22 ARE ALL 11 EER
UNIT 24 IS 11 EER / 13 SPPR

**HVAC Bid
Bel-O Heating and Cooling
Attachment 2**

**BIDDING & CONTRACT
REQUIREMENTS
SECTION 1 – BID FORM 1**

SECTION 1

BID TO: **SEALED BID REMOVAL & REPLACEMENT OF HVAC ROOFTOP UNITS**
Gateway Center Administrative Offices
One Gateway Drive
Collinsville, IL 62234

BID FROM: Bel-O Sales and Service, Inc.
DATE: 6/16/2016

BIDDER'S ADDRESS: 5909 Cool Sports Rd.
 Belleville, IL 62223

EMAIL ADDRESS: eric.birk@beloman.com **TELEPHONE NUMBER:** 618/222-9084 ext. 290

THE UNDERSIGNED:

1. Acknowledges receipt of:

- A. Receipt of HVAC Removal and Installation HVAC Rooftop Units specifications.
- B. Addenda (if applicable):
No. _____ No. _____ No. _____ No. _____
- C. Has examined the site and all bidding documentation and shall be responsible for performing all work specifically required of bidder.

2. Agrees:

- A. To hold this bid open until 90 calendar days after bid opening date or as otherwise noted.
- B. To enter into and execute a contract with the Owner, if awarded, on the basis of this bid and in connection therewith to:
 - 1. Furnish Proof of Insurance as required by the bidding documents.
 - 2. Accomplish all of the work in accordance with the Contract.
 - 3. Complete the work within the contract time herein specified.
 - 4. In submitting this bid it is understood that the right is reserved by the Owner to reject any or all bids.
 - 5. Enter into a Project Labor Agreement.

**BIDDING & CONTRACT
REQUIREMENTS
SECTION 2 - BID FORM 2**

SECTION 2

BASE BID – HVAC

(Bidder agrees to provide all labor and materials to perform all work shown or specified for Base Bid in the bidding documents RTU 14, 15 and 22)

One Hundred Six Thousand Three Hundred and 00/100 DOLLARS \$ (106,300.00)

ALTERNATES

- A. An alternate is defined as an amount proposed by Bidders and stated on their Bid that will be added to the Base Bid amount if the Owner decides to accept a corresponding change in either scope of work or in products, materials, equipment, systems or installation methods described in the Contract Documents.
- B. Immediately following award of Contract, the Contractor shall prepare and distribute to each party involved, notification of the status of each alternate. Indicate whether alternates have been accepted, rejected, or deferred for consideration at a later date. Include a complete description of negotiated modifications to alternates, if any.
- C. Include as part of each alternate, miscellaneous devices, appurtenances and similar items incidental to or required for a complete installation whether or not mentioned as part of the alternate.
- D. The Contractor shall submit a price for each of the scheduled Alternates. Alternates may require the work of more than one trade. The contractor shall coordinate prices to include all costs so that no additional costs shall be borne by the Owner due to the acceptance of additive or deductive alternates.
- E. All additional costs to the Contractor due to the inclusion of Alternates shall be included in the amount to be added to the Contract Sum, including, without limitation, all labor, materials, equipment, supervision, taxes, overhead and profit, so that no additional costs shall be borne by the Owner due to the inclusion of the additive Alternates.

Alternate No. 1 - Contractor agrees to provide all labor, equipment and materials necessary to satisfactorily complete removal of RTU 19 and the installation of (1) rooftop unit in accordance with the specifications stated herein. This unit will be controlled by a BAS system and must be compatible with BACNet IP.

Twenty-Seven Thousand Two Hundred and 00/100 DOLLARS \$ 27,200.00

Alternate No. 2 - Contractor agrees to provide all labor, equipment and materials necessary to satisfactorily complete removal of RTU 24 and the installation of (1) rooftop unit in accordance with the specifications stated herein. This unit will be controlled by a BAS system and must be compatible with BACNet IP.

Eighteen Thousand Six Hundred Fifty and 00/100 DOLLARS \$ 18,650.00

Alternate No. 3 - Installation of Variable Speed Drives on RTU Unit 19. A shaft ground ring should be included. Variable speed drives are factory mounted and shall be installed as part of the manufacturer's unit, not as an add on. VSD's shall be BACnet compatible. VFD shall change fan speed according to the mode of operation. During cooling mode, fan shall modulate to maintain space temperature. The compressor shall operate to control discharge air temperature. This operation shall be standard with SZVAV offering. During heating, fan operations shall be a constant volume of heating control.

Ten Thousand Six Hundred Fifty and 00/100 DOLLARS \$ 10,650.00

Alternate No. 4 - Installation of Variable Speed Drives on RTU Unit 24. A shaft ground ring should be included. Variable speed drives are factory mounted and shall be installed as part of the manufacturer's unit, not as an add on. VSD's shall be BACnet compatible. VFD shall change fan speed according to the mode of operation. During cooling mode, fan shall modulate to maintain space temperature. The compressor shall operate to control discharge air temperature. This operation shall be standard with SZVAV offering. During heating, fan operations shall be a constant volume of heating control.

Ten Thousand Seventy-Five and 00/100 DOLLARS \$ 10,075.00

| | |
|--------------------------|----------------------|
| Base Bid Amount Only: | \$ <u>106,300.00</u> |
| Alternate 1 Amount Only: | \$ <u>27,200.00</u> |
| Alternate 2 Amount Only: | \$ <u>18,650.00</u> |
| Alternate 3 Amount Only: | \$ <u>10,650.00</u> |
| Alternate 4 Amount Only: | \$ <u>10,075.00</u> |

BASE BID AMOUNT ONLY: \$ 106,300.00

TOTAL AMOUNT OF ALTERNATES NO. 1 -4: \$ 66,575.00

TOTAL BID AMOUNT (Base Bid plus Alternates): \$ 172,875.00

The Collinsville Metropolitan Exposition Auditorium and Office Building Authority will award the project based upon the Base Bid Amount. Alternates will not be used in basis of contract award and may be accepted only from the successful bidder as determined by the base bid.

**BIDDING & CONTRACT
REQUIREMENTS
SECTION 3**

SECTION 3

INSURANCE:

- A. Contractors may not commence work under the contract until he has obtained insurance as specified here, nor shall the Contractor allow any Subcontractors to commence work or any portion of the work unless all insurance required by the subcontractor has been similarly approved by the Contractor. Contractor is required to provide an Installation Floater at an estimated job cost of \$56,000.
- B. Subcontractors Insurance: The Contractor shall require Subcontractors, if any, not protected under the Contractor's insurance policies to take out and maintain insurance of the same nature and in the same amounts as required of the Contractor for Comprehensive General Liability. Subcontractors shall also be of the Contractor on all vehicles operated by each subcontractor on the site of work.
- C. Waiver of Subrogation and Release: With respect to all insurance as required to be maintained by the Contractor and/or Subcontractor as set forth herein. Contractor hereby releases and waives, on behalf of themselves and their respective insurers, any and all rights to recovery against the Owner and its representatives, for loss or damage to contractor or any subcontractor or any third party to extent that such loss or damage is insured against or under any applicable insurance policy.
- D. Insured Parties: All of the insurance policies required to be obtained by Contractor and subcontractors set forth herein (except Workman Compensation Insurance) shall name Owner as additional insured on a primary basis.
- E. Certificates of Insurance: Prior to commencement of any work, and within (15) business days after receipt of NOTICE OF BID AWARD, the Contractor shall cause to be delivered to Owner's Representative, for their review and approval (1) copy of each Certificate of Insurance from the insurer, evidencing that all of the above described insurance has been obtained by Contractor and all subcontractors. All of such Certificate of Insurance shall (1) specify that the respective insurance policies shall not be canceled, modified or amended without and until sixty (60) days advance written notice issued to Owner, (2) contain a specified acknowledgement of the Agreement and the Contractual liability indemnification obligation of the insurers herein, (3) evidence the additional insured on a primary basis on the respective policies, (4) evidence the coverage amounts, deductibles and limits of each policy, (5) evidence the Waiver of Subrogation

**BIDDING & CONTRACT
REQUIREMENTS
SECTION 3**

endorsement in favor of the Owner, to be on a primary basis, and (6) state the type of insuring agreement to be on an Occurrence basis. Claims made coverage is not acceptable.

- F. Indemnity Agreement: The Contractor agrees that it will save and keep harmless the Owner from any and all claims that may arise on the part of any of said Contractor's employees, agents, servants by reason of injury, death or any claim while in pursuit of the Contractor's obligations under this contract, and that all employees of the Contractor shall in no way be construed to be employees of the Owner.
- G. The cost of providing insurance specified herein shall be included in the bid price submitted by the Contractor for this project. It shall be the Contractor's sole responsibility to notify its insurance carrier of the requirements of these conditions and of the entire contract documents.

Comprehensive Automobile Liability:

- A. Required Minimum Insurance Coverage
 - 1. \$1,000,000 Combined single limit BI/PD
 - 2. \$2,000 Medical Payments
- B. Each Contractor shall purchase and maintain Comprehensive Auto Liability insurance for all owned, non owned and hired vehicles under control of their Contractor or its Subcontractors.

Worker's Compensation:

- A. Required Minimum Insurance Coverage
 - 1. Statutory Limits
 - 2. Employer's Liability: \$1,000,000 Combines Single Limit for Bodily Injury and Property Damage per occurrence.
- B. Each Contractor shall purchase and maintain Worker's Compensation Insurance for all of its employees employed at the site of the project. Coverage in accordance with the Worker's Compensation Act of the State of Illinois shall be provided for all operations. In case any work is sublet, the Contractor shall require Subcontractor to similarly provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by the Contractor or any Subcontractors engaged in work under the Worker's Compensation Act, the Contractor shall provide, and shall cause said Subcontractor to provide any

**BIDDING & CONTRACT
REQUIREMENTS
SECTION 3**

such employees with Employer's Liability Insurance for the protection of said employees.

Comprehensive General Liability:

- A. Require Minimum Insurance Coverage:
 - 1. \$2,000,000 General Aggregate
 - 2. \$2,000,000 Products & Completed Operations
 - 3. \$1,000,000 Personal & Advertising Injury
 - 4. \$1,000,000 Each Occurrence Limit
 - 5. \$50,000 Fire Damage Limit
 - 6. \$5,000 Medical Payments
- B. Each Contractor shall purchase and maintain Comprehensive General Liability Insurance with Premises and Operations coverage insuring against claims and damages because of Bodily injury and property damage in or about the project site and/or related, directly or indirectly, to the work. Insurance coverage must be on occurrence basis. Claims made coverage is not acceptable.
- C. Insurance Covering Special Hazards: The following special hazards shall be covered by the Contractor, by rider or endorsement to the Comprehensive General Liability Insurance policies hereinabove required (or by separate policies of insurance) in amounts as specified hereinabove.
 - 1. Damage to Underground Utilities.
 - 2. Trucking and Motor Vehicle Operations.
 - 3. Owner's Protective Liability Insurance (Independent Contactor Coverage)
 - 4. Product Completed Operations Hazards.
 - 5. Any other hazards involved in the Work performed under the contract, which in the opinion of the Owner, at any time during the contract period, appears to be sufficiently dangerous to require special insurance.

Umbrella/Excess Liability Coverage:

- A. All Contractor/Subcontractors are required to purchase or have in force Umbrella/Excess Liability Coverage in the amount of \$1,000,000. The policy should be structured as follows:
 - 1. The policy shall run for the term of the project a certificate of insurance shall be issued for the project term.

**BIDDING & CONTRACT
REQUIREMENTS
SECTION 3**

2. \$10,000 is the maximum self-insured retention (SIR) allowed.
3. The schedule of underlying insurance shall encompass all primary lines of coverage including General Liability, Employer's Liability, and Auto Liability.

**BIDDING & CONTRACT
REQUIREMENTS
SECTION 4- BID FORM 3**

SECTION 4

Bidders shall identify the business names and addresses of all subcontractors below:

1. Siemens

11612 Lilburn Park

St. Louis, MO 63146

2. Miller and Associates

7947 Big Bend Blvd.

St. Louis, MO 63119

3. Pyramid Electrical

300 Monticello Place

Fairview Heights, IL 62208

4. Bollmeier Crane Rental

#8 Farrish St.

Madison, IL 62060

SECTION 5

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Bidders shall provide the seer rating for HVAC Rooftop Units included in bid. 11 EER

**HVAC Bid
Supplied Industrial Solutions
Attachment 3**

BIDDING & CONTRACT
REQUIREMENTS
SECTION 1 – BID FORM 1

SECTION 1

BID TO: SEALED BID REMOVAL & REPLACEMENT OF HVAC ROOFTOP UNITS
Gateway Center Administrative Offices
One Gateway Drive
Collinsville, IL 62234

BID FROM: Supplied Industrial Solutions

DATE: 6/16/2016

BIDDER'S ADDRESS: 1300 West THIRD STREET Suite 2E
GARVITE CITY IL.

EMAIL ADDRESS: byanics@supplied TELEPHONE NUMBER: 314-753-7521
Industrial.com

THE UNDERSIGNED:

1. Acknowledges receipt of:

- A. Receipt of HVAC Removal and Installation HVAC Rooftop Units specifications.
- B. Addenda (if applicable):
No. _____ No. _____ No. _____ No. _____
- C. Has examined the site and all bidding documentation and shall be responsible for performing all work specifically required of bidder.

2. Agrees:

- A. To hold this bid open until 90 calendar days after bid opening date or as otherwise noted.
- B. To enter into and execute a contract with the Owner, if awarded, on the basis of this bid and in connection therewith to:
 - 1. Furnish Proof of Insurance as required by the bidding documents.
 - 2. Accomplish all of the work in accordance with the Contract.
 - 3. Complete the work within the contract time herein specified.
 - 4. In submitting this bid it is understood that the right is reserved by the Owner to reject any or all bids.
 - 5. Enter into a Project Labor Agreement.

**BIDDING & CONTRACT
REQUIREMENTS
SECTION 2 - BID FORM 2**

SECTION 2

BASE BID – HVAC

(Bidder agrees to provide all labor and materials to perform all work shown or specified for Base Bid in the bidding documents RTU 14, 15 and 22)

One Hundred Forty Thousand Nine Hundred Eighty Six and 00/100 DOLLARS \$ (140,986.⁰⁰)

ALTERNATES

- A. An alternate is defined as an amount proposed by Bidders and stated on their Bid that will be added to the Base Bid amount if the Owner decides to accept a corresponding change in either scope of work or in products, materials, equipment, systems or installation methods described in the Contract Documents.
- B. Immediately following award of Contract, the Contractor shall prepare and distribute to each party involved, notification of the status of each alternate. Indicate whether alternates have been accepted, rejected, or deferred for consideration at a later date. Include a complete description of negotiated modifications to alternates, if any.
- C. Include as part of each alternate, miscellaneous devices, appurtenances and similar items incidental to or required for a complete installation whether or not mentioned as part of the alternate.
- D. The Contractor shall submit a price for each of the scheduled Alternates. Alternates may require the work of more than one trade. The contractor shall coordinate prices to include all costs so that no additional costs shall be borne by the Owner due to the acceptance of additive or deductive alternates.
- E. All additional costs to the Contractor due to the inclusion of Alternates shall be included in the amount to be added to the Contract Sum, including, without limitation, all labor, materials, equipment, supervision, taxes, overhead and profit, so that no additional costs shall be borne by the Owner due to the inclusion of the additive Alternates.

Alternate No. 1 - Contractor agrees to provide all labor, equipment and materials necessary to satisfactorily complete removal of RTU 19 and the installation of (1) rooftop unit in accordance with the specifications stated herein. This unit will be controlled by a BAS system and must be compatible with BACNet IP.

Thirty One Thousand Seven Hundred and 00/100 DOLLARS \$ 31,071.⁰⁰

Alternate No. 2 - Contractor agrees to provide all labor, equipment and materials necessary to satisfactorily complete removal of RTU 24 and the installation of (1) rooftop unit in accordance with the specifications stated herein. This unit will be controlled by a BAS system and must be compatible with BACNet IP.

Twenty Two Thousand Six Hundred and No/100 DOLLARS \$ 22,067.⁰⁰

Alternate No. 3 - Installation of Variable Speed Drives on RTU Unit 19. A shaft ground ring should be included. Variable speed drives are factory mounted and shall be installed as part of the manufacturer's unit, not as an add on. VSD's shall be BACnet compatible. VFD shall change fan speed according to the mode of operation. During cooling mode, fan shall modulate to maintain space temperature. The compressor shall operate to control discharge air temperature. This operation shall be standard with SZVAV offering. During heating, fan operations shall be a constant volume of heating control.

Thirty Three Thousand Five Hundred Fifty Six and No/100 DOLLARS \$ 33,556

Alternate No. 4 - Installation of Variable Speed Drives on RTU Unit 24. A shaft ground ring should be included. Variable speed drives are factory mounted and shall be installed as part of the manufacturer's unit, not as an add on. VSD's shall be BACnet compatible. VFD shall change fan speed according to the mode of operation. During cooling mode, fan shall modulate to maintain space temperature. The compressor shall operate to control discharge air temperature. This operation shall be standard with SZVAV offering. During heating, fan operations shall be a constant volume of heating control.

Twenty Two Thousand Two Hundred Fifty Two and No/100 DOLLARS \$ 22,252.⁰⁰

Base Bid Amount Only: \$ 140,986.⁰⁰

Alternate 1 Amount Only: \$ 31,071.⁰⁰

Alternate 2 Amount Only: \$ 22,067.⁰⁰

Alternate 3 Amount Only: \$ 33,556.⁰⁰

Alternate 4 Amount Only: \$ 22,252.⁰⁰

BASE BID AMOUNT ONLY:

\$ 140,986.⁰⁰

TOTAL AMOUNT OF ALTERNATES NO. 1 -4:

\$ 110,946.⁰⁰

TOTAL BID AMOUNT (Base Bid plus Alternates):

\$ 251,932.⁰⁰

The Collinsville Metropolitan Exposition Auditorium and Office Building Authority will award the project based upon the Base Bid Amount. Alternates will not be used in basis of contract award and may be accepted only from the successful bidder as determined by the base bid.

SECTION 3

INSURANCE:

- A. Contractors may not commence work under the contract until he has obtained insurance as specified here, nor shall the Contractor allow any Subcontractors to commence work or any portion of the work unless all insurance required by the subcontractor has been similarly approved by the Contractor. Contractor is required to provide an Installation Floater at an estimated job cost of \$56,000.
- B. Subcontractors Insurance: The Contractor shall require Subcontractors, if any, not protected under the Contractor's insurance policies to take out and maintain insurance of the same nature and in the same amounts as required of the Contractor for Comprehensive General Liability. Subcontractors shall also be of the Contractor on all vehicles operated by each subcontractor on the site of work.
- C. Waiver of Subrogation and Release: With respect to all insurance as required to be maintained by the Contractor and/or Subcontractor as set forth herein. Contractor hereby releases and waives, on behalf of themselves and their respective insurers, any and all rights to recovery against the Owner and its representatives, for loss or damage to contractor or any subcontractor or any third party to extent that such loss or damage is insured against or under any applicable insurance policy.
- D. Insured Parties: All of the insurance policies required to be obtained by Contractor and subcontractors set forth herein (except Workman Compensation Insurance) shall name Owner as additional insured on a primary basis.
- E. Certificates of Insurance: Prior to commencement of any work, and within (15) business days after receipt of NOTICE OF BID AWARD, the Contractor shall cause to be delivered to Owner's Representative, for their review and approval (1) copy of each Certificate of Insurance from the insurer, evidencing that all of the above described insurance has been obtained by Contractor and all subcontractors. All of such Certificate of Insurance shall (1) specify that the respective insurance policies shall not be canceled, modified or amended without and until sixty (60) days advance written notice issued to Owner, (2) contain a specified acknowledgement of the Agreement and the Contractual liability indemnification obligation of the insurers herein, (3) evidence the additional insured on a primary basis on the respective policies, (4) evidence the coverage amounts, deductibles and limits of each policy, (5) evidence the Waiver of Subrogation

**BIDDING & CONTRACT
REQUIREMENTS
SECTION 3**

endorsement in favor of the Owner, to be on a primary basis, and (6) state the type of insuring agreement to be on an Occurrence basis. Claims made coverage is not acceptable.

- F. Indemnity Agreement: The Contractor agrees that it will save and keep harmless the Owner from any and all claims that may arise on the part of any of said Contractor's employees, agents, servants by reason of injury, death or any claim while in pursuit of the Contractor's obligations under this contract, and that all employees of the Contractor shall in no way be construed to be employees of the Owner.
- G. The cost of providing insurance specified herein shall be included in the bid price submitted by the Contractor for this project. It shall be the Contractor's sole responsibility to notify its insurance carrier of the requirements of these conditions and of the entire contract documents.

Comprehensive Automobile Liability:

- A. Required Minimum Insurance Coverage
 - 1. \$1,000,000 Combined single limit BI/PD
 - 2. \$2,000 Medical Payments
- B. Each Contractor shall purchase and maintain Comprehensive Auto Liability insurance for all owned, non owned and hired vehicles under control of their Contractor or its Subcontractors.

Worker's Compensation:

- A. Required Minimum Insurance Coverage
 - 1. Statutory Limits
 - 2. Employer's Liability: \$1,000,000 Combines Single Limit for Bodily Injury and Property Damage per occurrence.
- B. Each Contractor shall purchase and maintain Worker's Compensation Insurance for all of its employees employed at the site of the project. Coverage in accordance with the Worker's Compensation Act of the State of Illinois shall be provided for all operations. In case any work is sublet, the Contractor shall require Subcontractor to similarly provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by the Contractor or any Subcontractors engaged in work under the Worker's Compensation Act, the Contractor shall provide, and shall cause said Subcontractor to provide any

**BIDDING & CONTRACT
REQUIREMENTS
SECTION 3**

such employees with Employer's Liability Insurance for the protection of said employees.

Comprehensive General Liability:

- A. Require Minimum Insurance Coverage:
 - 1. \$2,000,000 General Aggregate
 - 2. \$2,000,000 Products & Completed Operations
 - 3. \$1,000,000 Personal & Advertising Injury
 - 4. \$1,000,000 Each Occurrence Limit
 - 5. \$50,000 Fire Damage Limit
 - 6. \$5,000 Medical Payments

- B. Each Contractor shall purchase and maintain Comprehensive General Liability Insurance with Premises and Operations coverage insuring against claims and damages because of Bodily injury and property damage in or about the project site and/or related, directly or indirectly, to the work. Insurance coverage must be on occurrence basis. Claims made coverage is not acceptable.

- C. Insurance Covering Special Hazards: The following special hazards shall be covered by the Contractor, by rider or endorsement to the Comprehensive General Liability Insurance policies hereinabove required (or by separate policies of insurance) in amounts as specified hereinabove.
 - 1. Damage to Underground Utilities.
 - 2. Trucking and Motor Vehicle Operations.
 - 3. Owner's Protective Liability Insurance (Independent Contactor Coverage)
 - 4. Product Completed Operations Hazards.
 - 5. Any other hazards involved in the Work performed under the contract, which in the opinion of the Owner, at any time during the contract period, appears to be sufficiently dangerous to require special insurance.

Umbrella/Excess Liability Coverage:

- A. All Contractor/Subcontractors are required to purchase or have in force Umbrella/Excess Liability Coverage in the amount of \$1,000,000. The policy should be structured as follows:
 - 1. The policy shall run for the term of the project a certificate of insurance shall be issued for the project term.

**BIDDING & CONTRACT
REQUIREMENTS
SECTION 3**

2. \$10,000 is the maximum self-insured retention (SIR) allowed.
3. The schedule of underlying insurance shall encompass all primary lines of coverage including General Liability, Employer's Liability, and Auto Liability.

SECTION 4

Bidders shall identify the business names and addresses of all subcontractors below:

1. Linens
11612 Hillman Park Blvd
St. Louis Mo 63146

2. Midwest Concept
525 Executive Drive
Willow Brook IL 60527

3. Porter TBO

4. Pinefite May Sup

**BIDDING & CONTRACT
REQUIREMENTS
SECTION 5- BID FORM 4**

SECTION 5

Bidder shall identify any materials that are not domestic materials such as copper tubing and/or components "under pressure" below:

COMMENT: Bidder will be required to furnish Mill Test Report if any materials are manufactured outside of the United States. Must meet ISO 9000 standards and be certified.

Bidders shall provide the seer rating for HVAC Rooftop Units included in bid. See Below

RTU 14, 15, 22, 19 all SEER 11 EER
RTU 24 is ~~11 EER~~ 13 SEER
See attached Team C Statement!
Date 6/16/16

From: Eilers, Aaron <AEILERS@TRANE.COM>
Sent: Thursday, June 16, 2016 8:05 AM
To: Bob Yanics
Subject: Fwd: Gateway center EER values

Sent from my iPhone

Begin forwarded message:

From: "Lucykow, Scott" <SALUCYKOW@TRANE.COM>
Date: June 16, 2016 at 7:03:27 AM MDT
To: "Eilers, Aaron" <AEILERS@TRANE.COM>
Subject: FW: Gateway center EER values

RTU-14,15,22,19 are all 11 EER
RTU-24 is 11EER/13SEER

Scott Lucykow
Account Manager
Trane Commercial Systems
Ingersoll Rand
101 Matrix Commons
Fenton, MO 63026



Office: 636.305.3693
Mobile: 618.973.8536
Fax: 636.349.0601
Email: salucykow@trane.com
www.trane.com
www.trane.com/StLouis

Visit our New website designed specifically for Design Engineers
www.traneengineer.com

Office Sales Support Team
Project Manager: Peter Vas - 636-305-3695
Project Administrator: Loretta Turley (Order Fulfillment, Shipping, Credit, IOM's) - 636-305-3607

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**Signed and Notarized Contractor's Wage
Certification
C&K Heating and Cooling
Attachment 4**

CONTRACTORS WAGE CERTIFICATION FORM

I, Kevin Showalter of C3K Heating and Cooling
Officer, Owner, Authorized Rep. Company Name

do hereby certify that the C3K Heating and Cooling
Company Name

1116 Galaxy Dr
Street

Lebanon
City

and all of its subcontractors will pay all workers on the

Gateway Convention Ctr. Removal & Replacement of HVAC
Project Name RTU's

One Gateway Dr Collinsville
Street and City

the wages as listed in the schedule of prevailing rates required for such project (a copy of which can be found at <http://www.state.il.us/agency/idol/rates/Rates.htm>).

[Signature]

Signed

VERIFICATION

State of Illinois)
County of Madison) SS

Subscribed and Sworn to before me, a Notary Public this 7th day of Nov, 2016

[Signature]
Notary Public

My commission expires: _____



HVAC Replacement Bid Package Attachment 5

**Collinsville Metropolitan Exposition
Auditorium and Office Building Authority**



HVAC Replacement Project

Summer 2016

Bid Package

PART 1 ADVERTISEMENT FOR BIDS/CONTRACTUAL REQUIREMENTS

1.1 INFORMATION INCLUDES

A. The Collinsville Metropolitan Exposition, Auditorium and Office Building Authority ("Gateway Center"), hereafter termed as Convention Authority, furnish the following information:

1. Location:

A. Gateway Center is located in Eastport Plaza at One Gateway Drive,
Collinsville, IL 62234

2. Project:

A. The proposed project consists of the removal of two (2) 14 Ton, and (1) 13.5 Ton, Three Phase Trane rooftop units, Model # SFDB-C174-HC, SFDB-C174-HC, and BYC170-G3-HOCD. Existing rooftop units scheduled for removal and replacement are RTU #14, #15, and #22. The contractor shall be responsible for furnishing all labor, equipment and materials necessary to satisfactorily complete the project in accordance with the specifications stated herein. These units will be controlled by a BAS system and must be compatible BACNet IP. Controls contractor must coordinate with Mechanical contractor for any necessary provisions to be made to the units. Suggested method of placement of units on roof is by airlift.

3. Tax Exempt:

A. The Owner is exempt from sales tax on products permanently incorporated into the work, thus NO SALES TAX shall be included in the bids for these products. Bidders can obtain a Sales Tax Exemption certificate number from Owner. Place numbers on all invoices for material incorporated in work and furnish copies of the invoices to the Owner as requested. Upon completion of the work, file with Owner a notarized statement that all purchases made under exemption certificate were entitled to be exempt. Bidder shall pay legally assessed penalties for improper use of exemption certificate number. BIDS SHALL EXCLUDE STATE AND FEDERAL TAXES.

4. Permits, Fees and Notices:

A. All Contractor permits and fees required by state and municipal requirements shall be paid for by the respective contractors or subcontractors as the case may be.

5. Warranty:

A. Contractor shall guarantee his work for a period of two (2) years from the date of Final Acceptance. Contractor shall leave the work in perfect order and neither Final Payment nor any provision in the contract shall relieve the Contractor of the responsibility of negligence for faulty materials or workmanship within the extent and

period provided by law. Under written notice Contractor shall remedy any defects due thereto and pay all expenses for any damage to other work resulting.

1.2 INSTRUCTIONS TO BIDDERS

A. Bids must be submitted on the proposal forms furnished by the Owner, enclosed in a sealed envelope, and marked and addressed as follows:

Bids for:

1. **SEALED BID REMOVAL & REPLACEMENT OF HVAC ROOFTOP UNITS**
Gateway Center Administrative Offices
One Gateway Drive
Collinsville, IL 62234
2. Show name and address of BIDDER in the upper left-hand corner of envelope.
3. Each bid must be submitted on the prescriber form with all spaces for bid pricing filled in, in ink or typewritten.
4. No bidder may withdraw a bid within 90 days after the actual date of opening thereof.
5. Owner will furnish water and electricity at install location, if needed.

1.3 SUBMISSION OF SEALED BIDS

A. Sealed bids, to be submitted as follows:

1. Bid Opening on June 15, 2016 at 1:00p.m.at Gateway Center.
2. Any bids received after said time, on the abovementioned date will not be considered.
3. Bids will be publicly opened by an Owner Representative for the receipt of bids in the Illini Room of Gateway Center, One Gateway Drive, Collinsville, IL 62234.

1.4 OWNER RIGHTS

- A. The Collinsville Metropolitan Exposition Auditorium and Office Building Authority reserves the right to reject any and all bids and waive technicalities, minor variations, or departures from specifications.

1.5 PREVAILING WAGES

- A. No less than prevailing wages, as determined in accordance with the Illinois Prevailing Wage Law, shall be paid to all laborers, mechanics, operators and others employed to complete this project. Gateway Center requires that all outside contractors sign a Project Labor Agreement before any work is performed.

1.6 SAFETY AND PROTECTION

- A. Contractor shall be responsible for furnishing materials required to restrict unauthorized access to staging areas. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
1. All employees on the work and other persons and organizations who may be affected thereby;
 2. All the work and materials and equipment to be incorporated therein, whether in storage on or off the site; and
 3. Other property at the site adjacent thereto, including structures and utilities not designated for removal, relocation or replacement in the course of completing this project.
- B. Contractor shall comply with all applicable Laws and Regulations of any public body having jurisdiction for the safety of persons and property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection.

1.7 INDEMNIFICATION

- A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless the Owner and its employees from and against all claims and damages, losses and expenses arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expenses.

PART 2 GENERAL

2.1 WORK INCLUDES HEATING, ELECTRICAL AND PLUMBING.

- A. Base Bid:
1. HVAC Contractor provides:
 - a. Includes all necessary means to complete the rooftop unit removal, haul off and provide and install new units on existing curbs. This work will include the disconnecting and reconnect and any modifications of gas lines. Regulators are not required. Gas lines are to be replaced starting and including the existing gas cocks to the final connection on the unit. Where applicable, Schedule 40 black iron pipe shall be utilized. All threaded connections shall be touched up with galvanized coating in the field. Safety yellow paint shall be applied to all new piping in the field. See Attachment A for make and model of existing units.

- b. Units only have to be tested and balanced but not the existing HVAC infrastructure. Testing and balancing are required to verify units meet manufacturer performance.
- c. New RTU's shall NOT have factory mounted disconnects. These will be supplied and installed by electrical contractor.
- d. Electrical contractor will disconnect existing units and make safe for demolition.
- e. Base Bid RTU's will have factory mounted BACNet IP compatible controllers.
- f. Condensation drains shall be piped to the roof drains.
- g. Tensioner pulleys shall be metal. Plastic tensioner pulleys will not be accepted.
- h. The airflow (CFM) requirement for the RTU's shall match the existing.
- i. Units should meet the minimum acceptable efficiency required by ARI 90.1.
- j. Units should match the existing heating BTU on the nameplate from the existing units.

2. Controls Contractor Provides:

- a. All controllers, web based server and accessories for all (3) RTU's to be controlled by BACNet IP. Installation of all necessary components within the new units to be controlled by this system. Ethernet drop will be provided by Owner.
- b. This contractor shall provide a minimum of 8 hours of training to the Owner.

2.2 QUALITY ASSURANCE

- A. **Manufacturer's Qualifications:** Firms regularly engaged in manufacturing of rooftop heating and cooling units, of types and capacities required, whose products have been in satisfactory use in similar service for not less than 5 years.
- B. **Codes and Standards:**
 - 1. Gas-fired furnace section construction shall be in accordance with AGA Safety Standards. Furnace section shall bear the AGA label.
 - 2. Testing and rating of units of 135 MBH capacity or over shall be in accordance with ARI 360 "Standard for Commercial and Industrial Unitary Air-Conditioning Equipment".

3. Testing and rating of units under 135 MBH capacity shall be in accordance with ARI 210 "Standard for Unitary Air-Conditioning Equipment", and provide certified rating seal.
4. Refrigerating system construction of rooftop units shall be in accordance with ASHRAE 15 "Safety code for Mechanical Refrigeration".
5. Energy Efficiency Ratio (EER) of rooftop units shall be equal to or greater than prescribed by ASHRAE 90A "Energy Conservation in New Building Design".
6. Rooftop units shall be listed by UL and have UL label as a unit.
7. Rooftop units shall be designed, manufactured and tested in accordance with UL requirements.

2.4 SUBMITTALS

- A. Submit manufacturer's technical product data, including rated capacities of selected model clearly indicating dimensions, required clearances, weights, furnished specialties and accessories; and installation and start-up instruction in accordance with manufacturer's recommendations.
- B. Submit shop drawings detailing the manufacturer's electrical requirements for power supply wiring for rooftop heating and cooling units. Submit manufacturer's ladder-type wiring diagrams for interlock and control wiring. Clearly differentiate between portions of wiring that are factory-installed and portions to be field-installed.
- C. Submit shop drawings detailing the mounting, securing and flashing of the roof curb to the roof structure. Indicate coordinating requirements with roof membrane system.
- D. Submit maintenance data and parts list for each rooftop units, including "trouble-shooting" maintenance guide, servicing guide and preventative maintenance schedule and procedures. Include this data in maintenance manual.
- E. Submit list to Owner manufacturer's of recommended spare parts.
- G. Hail Guard specifications shall be furnished to Owner at the time of bid submission.
- H. Mill test reports for metals under pressure.

*All drawings are subject to Owner's approval prior. Lead time and product data is required at time of bid submission.

DELIVERY, STORAGE AND HANDLING

- A. Delivery rooftop units as factory-assembled units with protective crating and covering.
- B. Coordinate delivery to allow sufficient time to offload the rooftop units and airlift the units into position on the roof.

- C. Handle rooftop units and components carefully to prevent damage. Replace damaged rooftop units or components with new.
- D. Store rooftop units and components in clean dry place, off the ground, and protect from weather, water and physical damage.
- E. Rig rooftop units to comply with manufacturer's rigging and installation instructions for unloading rooftop units, and moving them to final locations.

2.6 COORDINATION

- A. Coordinate installation of roof curbs, equipment supports with existing curbs and construction.
- B. Contractors to coordinate requirements for the controls system and new units.
- C. Contractors to coordinate the removal of control boards from units being removed, and shall furnish Gateway Center with the control boards at the completion of the project.

2.7 WARRANTY

- A. **Warranty on Compressor and Heat Exchanger:** Provide written warranty, signed by manufacturer, agreeing to replace/repair, within warranty period, compressors and heat exchangers with inadequate and defective materials and workmanship, including leakage, breakage, improper assembly, or failure to perform as required; provided manufacturer's instructions for handling, installing, protecting, and maintaining units have been adhered to during warranty period. Replacement is limited to component replacement only, and does not include labor for removal and reinstallation.

- 1. **Warranty Period:** 5 years from date of substantial completion.

PART 3 PRODUCTS

3.1 MANUFACTURERS:

Subject to compliance with requirements, provide rooftop units of one of the following or equivalent product:

- 1. Carrier Air Conditioning; Div of Carrier Corp.
- 2. Lennox Industries, Inc.
- 3. McQuay Air Conditioning Group; McQuay Inc.
- 4. Trane Co.
- 5. York

3.2 GENERAL DESCRIPTION: Units shall be factory-assembled and tested, designed for roof or slab installation and consisting of compressors, condensers, evaporator coils, condenser and evaporator fans, refrigeration and temperature controls, filters, factory-installed microprocessor based unit control module, and dampers. Capacities and electrical characteristics are scheduled on the Drawings.

- A. Casing: Manufacturer's standard casing construction, and exterior finish. Casings shall have removable panels or access doors for inspection and access to internal parts, a minimum of ½" thick thermal insulation, knockouts for electrical and piping connections, and an exterior condensate drain connection and lifting lugs.
- B. Roof Curbs: Manufacturer's standard construction insulated and complete with factory-installed wood nailer and drain nipple. Construction shall be in accordance with NRCA Standards. Curb shall have provision for thru-the-base utility routing. Curb adaptors meeting the unit's manufacturer's requirements shall be allowed.
- C. Evaporator fans: Forward-curved, centrifugal, belt-driven fans with adjustable sheaves or direct-driven fans; and permanently lubricated motor bearings.
- D. Hail Guards: Contractor shall include in the base bid amount hail guard protectors to prevent damage to HVAC rooftop unit. Contractor should be aware that the existing roof is a rubber membrane system. Contractor shall specify a hail guard system that will shield hail from ricocheting off roof surface and damaging exposed coils.
- E. Condenser fans: Propeller-type, direct-driven fans with permanently lubricated bearings.
- F. Units shall contain components of copper that are in accordance with NECS Code or ASHRAE Code.
- G. Units shall contain phase protectors.
- H. Units shall contain Variable speed drives. A shaft ground ring should be included. Variable speed drives are factory mounted and shall be installed as part of the manufacturer's unit, not as an add on. VSD's shall be BACnet compatible. Unit shall be provided with VFD (Variable Frequency Drive) on indoor fan motor. VFD shall change fan speed according to the mode of operation. During cooling mode, fan shall modulate to maintain space temperature. The compressor shall operate to control discharge air temperature. This operation shall be standard with SZVAV offering. During heating, fan operations shall be a constant volume of heating control.

3.3 COILS

- A. GENERAL: Aluminum plate fin and seamless copper tube type. Fins shall have collars drawn, belled and firmly bonded to the tubes by means of mechanical expansion of the tubes. No soldering or tinning shall be used in the bonding process. Coils shall have a galvanized steel casing. Coils shall be mounted in the coil casing with same end connections accessible for service. Coils shall be removable from the unit through the roof or through the piping enclosure. Coil section shall be completely insulated.
 - 1. Refrigerant cooling coils shall have an equalizing type vertical distributor to ensure each coil circuit receives the same amount of refrigerant. Coils shall be proof (450 psig) and leak (300 psig) tested with air pressure under water, then cleaned, dehydrated, and sealed with a holding charge of nitrogen.

3.4 COMPRESSORS

- A. Serviceable, fully hermetic compressors, complete with integral vibration isolators and crankcase heaters, over temperature, over-current and high pressure controls.

3.5 HEAT EXCHANGERS

- A. Manufacturer's standard construction for gas-fired heat exchangers and burners with the following controls:
 - 1. Redundant gas valve;
 - 2. Electronic spark ignition system;
 - 3. High limit cutout;

3.6 ECONOMIZER

- A. Rooftop unit shall have return and outside air dampers, outside air filter, fully modulating electric control system with enthalpy control, and adjustable mixed-air thermostat. System shall have outside air capability to match the existing RTU's, please see Attachment A for make and model of existing units. Provide automatic changeover through adjustable enthalpy control device. All units shall be set at 10% minimum position outdoor air.

3.7 MOTORS

- A. Motor Construction: NEMA MG 1, general purpose, continuous duty, Design B.
- B. Enclosure Type: Open drip proof

3.8 ACCESSORIES

- A. Units shall include the following accessories as indicated or scheduled:
 - 1. Low ambient control: Head pressure control, designed to operate at temperatures down to 0 deg F (-18 deg C).
 - 2. Hinged access doors.
 - 3. High efficiency motors
- B. Owner is specifying dual filters and adaptor frame system to support two-filters.

3.10 MICROPROCESSOR-BASED UNIT CONTROL MODULE

- A. General: Rooftop units shall include a microprocessor-based unit control module that monitors and controls rooftop operation and associated machine-mounted sensors and actuators. All controls shall be completely factory wired and run tested. Units shall include all controls necessary for individual operation and for optimization of unit operation from remote control panel and shall interface with the control panel by a direct digital communications link. All controls for new units will be tied into the existing system in accordance with all applicable codes. Existing unit control modules has all of the following capabilities and operating characteristics.
 - 1. Existing Unit Control Module

- A. Control module is a microprocessor base unit which is completely factory installed and wired. Module monitors and controls rooftop operation and associated sensors and actuators. Each module interfaces with the control panel by a direct digital communications link. Upon power failure to the control panel or interruption of the communications link between the control module and the control panel, the rooftop unit automatically goes into a default mode to provide cooling, heating and economizing. The unit control module includes a two-digit LED display that indicates present operating status and/or failure code of the rooftop.
- B. The following status information is monitored by the rooftop unit control module and is transmitted to Siemens Insight Server for remote monitoring and control.
 - 1. Zone temperature
 - 2. Outdoor air temperature
 - 3. Supply air temperature
 - 4. Operating mode of supply fan
 - 5. Compressor status (on/off)
 - 6. Operating status of heating stages (on/off)
 - 7. Condenser fan status (on/off)
 - 8. Minimum ventilation setting
 - 9. Operating status of economizer on stand alone or with various Stages of compressor aided cooling.
- C. The following diagnostic information is monitored by the rooftop unit control module and is transmitted to Siemens Insight Server for remote monitoring and control.. The specific failure code is displayed at the rooftop unit control panel:
 - 1. Zone temperature sensor failure
 - 2. Outdoor air temperature sensor failure
 - 3. Supply air temperature sensor failure
 - 4. Cooling Circuit #1 failure to operate
 - 5. Cooling Circuit #2 failure to operate
 - 6. Cooling Circuit #1 low pressure cutout tripped
 - 7. Cooling Circuit #2 low pressure cutout tripped
 - 8. First stage of heating failure to operate
 - 9. Evaporator fan failure to operate
 - 10. Outdoor air damper failure to operate
 - 11. High supply/return air temperature switch tripped
 - 12. Unit control module failure
 - 13. Supply or Return Fan failure

PART 4 EXECUTION

- 4.1 Examine areas and conditions under which rooftop units are to be installed. Do not proceed with work until unsatisfactory conditions have been corrected in a manner acceptable to Installer.

4.2 INSTALLATION

- A. General:** Install rooftop units in accordance with manufacturer's installation instructions. Install units plumb and level, firmly anchored in locations indicated, and maintain manufacturer's recommended clearances.
- B. Support:** Install and secure roof curb to roof structure, in accordance with National Roofing Contractors Association (NRCA) installation recommendations and shop drawings. Install and secure rooftop units on curbs and coordinate roof penetrations and flashing.
- C. Electrical Connections:** All materials and equipment are to be installed in accordance with all applicable Standards of the National Electrical Code, the electrical code of the governing municipality; all other applicable local codes, and all safety codes and ordinances. Good workmanship shall be evidence in the installation of all electrical materials and equipment. Equipment shall be level, plumb, and true with the structure and other equipment. All materials shall be firmly secured in place, adequately supported, and permanent. All electrical connections must be properly grounded.
- D. Contractor** shall ensure at the conclusion of each workday that there is a water-tight system.
- E. Contractor** shall replace existing flashing around HVAC unit. Any roof penetrations shall be flashed by a certified/approved roofing installation installer so that the existing roof warranty is not null-n-void.

4.3 QUALITY ASSURANCE

- A. Agent Qualifications:** Engage a testing, adjusting, and balancing agent certified by either AABC or NEBB.
- B. Certification of Testing, Adjusting, and Balancing Reports:** Certify the testing, adjusting, and balancing field data reports. This certification includes the following:
 - 1. Review field data reports to validate accuracy of data and to prepare certified testing adjusting, and balancing reports.
 - 2. Certify that the testing, adjusting, and balancing team complied with the approved testing, adjusting, and balancing plan and the procedures specified and referenced in this Specification.
- C. Testing, Adjusting, and Balancing Reports:** Use testing, adjusting, and balancing agent's standard forms.
- D. Instrumentation Type, Quantity, and Accuracy:** As described in AABC national standards. Or as described in NEBB's "Procedural Standards for Testing, Adjusting, and Balancing of Environmental Systems.
- E. Instrumentation Calibration:** Calibrate instruments at least every 6 months or more frequently if required by the instrument manufacturer.

4.4 EXAMINATION

- A. Examine HVAC system and equipment installations** to verify that indicated balancing devices, such as test ports, gage clocks, thermometer wells, flow-control devices, balancing valves and fittings, and manual volume dampers, are properly installed, and their locations are accessible and appropriate for effective balancing and for efficient system and equipment operation.

- B. Examine handling equipment to ensure clean filters have been installed, bearings are greased, belts are aligned and tight, and equipment with functioning controls is ready for operation.
- C. Examine plenum ceilings, utilized for supply air, to verify that they are airtight. Verify that pipe penetrations and other holes are sealed.
- D. Examine equipment for installation and for properly operating safety interlocks and controls.

4.5 PREPARATION

- A. Complete system readiness checks and prepare system readiness reports.
Verify the following:
 - 1. Permanent electrical power wiring is complete.
 - 2. Automatic temperature-control systems are operational.
 - 3. Equipment and duct access doors are securely closed.
 - 4. Balance, smoke, and fire dampers are open.

4.6 START-UP SERVICES

- A. Provide the services of a factory-authorized service representative to start-up rooftop units, in accordance with manufacturer's written start-up instructions. Test controls and demonstrate compliance with requirements. Replace damaged or malfunctioning controls and equipment.

4.7 COMMISSIONING

- A. Verify that installation is as indicated and specified.
- B. Complete manufacturer's installation and startup checks, as well as perform the following:
 - 1. Level unit on housekeeping base, and flash curbs to unit and to roof.
 - 2. Inspect for visible damage to unit casing.
 - 3. Inspect for visible damage to furnace combustion chamber.
 - 4. Inspect for visible damage to compressor, air-cooled condenser coil, and fans.
 - 5. Verify that clearances have been provided for servicing.
 - 6. Check that labels are clearly visible.
 - 7. Clean furnace flue and condenser and inspect for construction debris.
 - 8. Verify that controls are connected and operable.
 - 9. Remove shipping bolts, blocks, and tie-down straps.
 - 10. Verify that filters are installed.
 - 11. Adjust vibration isolators.
 - 12. Connect and purge gas lines.
 - 13. Check acoustic insulation.
 - 14. Check operation of barometric dampers.
- C. Lubricate bearings on fan, if needed.
- D. Check fan-wheel rotation for correct direction without vibration and binding.
- E. Adjust fan belts to proper alignment and tension.
- F. Start unit according to manufacturer's written instructions.
 - 1. Perform starting of refrigeration in summer only.

- 2. Complete startup sheets and attach copy with contractor's startup report.
- G. Operate unit for an initial period as recommended or required by manufacturer.
- H. Perform operations for both minimum and maximum firing, and adjust burner for peak efficiency.
- I. Adjust pilot to stable flame.
- J. Calibrate thermostats
- K. Check internal isolators
- L. Check outside-air-damper for proper stroke and interlock with return-air dampers.
- M. Check controls for correct sequencing of heating, mixing dampers, refrigeration, and normal and emergency shutdown.

PART 5 OPERATING AND MAINTENANCE TRAINING

- A. Provide services of manufacturer's service representative to instruct Owner's personnel in operation and maintenance of rooftop units. Training shall include start-up and shut-down, servicing and preventative maintenance schedule and procedures, and troubleshooting procedures plus procedures for obtaining repair parts and technical assistance. Review operating and maintenance data contained in the Operating and Maintenance Manuals.

**BIDDING & CONTRACT
REQUIREMENTS
SECTION 1 – BID FORM 1**

SECTION 1

BID TO: **SEALED BID REMOVAL & REPLACEMENT OF HVAC ROOFTOP UNITS**
Gateway Center Administrative Offices
One Gateway Drive
Collinsville, IL 62234

BID FROM: _____

DATE: _____

BIDDER'S ADDRESS: _____

EMAIL ADDRESS: _____ **TELEPHONE NUMBER:** _____

THE UNDERSIGNED:

1. Acknowledges receipt of:

- A. Receipt of HVAC Removal and Installation HVAC Rooftop Units specifications.
- B. Addenda (if applicable):
No. _____ No. _____ No. _____ No. _____
- C. Has examined the site and all bidding documentation and shall be responsible for performing all work specifically required of bidder.

2. Agrees:

- A. To hold this bid open until 90 calendar days after bid opening date or as otherwise noted.
- B. To enter into and execute a contract with the Owner, if awarded, on the basis of this bid and in connection therewith to:
 - 1. Furnish Proof of Insurance as required by the bidding documents.
 - 2. Accomplish all of the work in accordance with the Contract.
 - 3. Complete the work within the contract time herein specified.
 - 4. In submitting this bid it is understood that the right is reserved by the Owner to reject any or all bids.
 - 5. Enter into a Project Labor Agreement.

**BIDDING & CONTRACT
REQUIREMENTS
SECTION 2 - BID FORM 2**

SECTION 2

BASE BID – HVAC

(Bidder agrees to provide all labor and materials to perform all work shown or specified for Base Bid in the bidding documents RTU 14, 15 an 22)

_____ DOLLARS \$ (_____)

ALTERNATES

- A. An alternate is defined as an amount proposed by Bidders and stated on their Bid that will be added to the Base Bid amount if the Owner decides to accept a corresponding change in either scope of work or in products, materials, equipment, systems or installation methods described in the Contract Documents.
- B. Immediately following award of Contract, the Contractor shall prepare and distribute to each party involved, notification of the status of each alternate. Indicate whether alternates have been accepted, rejected, or deferred for consideration at a later date. Include a complete description of negotiated modifications to alternates, if any.
- C. Include as part of each alternate, miscellaneous devices, appurtenances and similar items incidental to or required for a complete installation whether or not mentioned as part of the alternate.
- D. The Contractor shall submit a price for each of the scheduled Alternates. Alternates may require the work of more than one trade. The contractor shall coordinate prices to include all costs so that no additional costs shall be borne by the Owner due to the acceptance of additive or deductive alternates.
- E. All additional costs to the Contractor due to the inclusion of Alternates shall be included in the amount to be added to the Contract Sum, including, without limitation, all labor, materials, equipment, supervision, taxes, overhead and profit, so that no additional costs shall be borne by the Owner due to the inclusion of the additive Alternates.

Alternate No. 1 - Contractor agrees to provide all labor, equipment and materials necessary to satisfactorily complete removal of RTU 19 and the installation of (1) rooftop unit in accordance with the specifications stated herein. This unit will be controlled by a BAS system and must be compatible with BACNet IP.

_____ DOLLARS \$ _____

Alternate No. 2 - Contractor agrees to provide all labor, equipment and materials necessary to satisfactorily complete removal of RTU 24 and the installation of (1) rooftop unit in accordance with the specifications stated herein. This unit will be controlled by a BAS system and must be compatible with BACNet IP.

_____ DOLLARS \$ _____

Alternate No. 3 - Installation of Variable Speed Drives on RTU Unit 19. A shaft ground ring should be included. Variable speed drives are factory mounted and shall be installed as part of the manufacturer's unit, not as an add on. VSD's shall be BACnet compatible. VFD shall change fan speed according to the mode of operation. During cooling mode, fan shall modulate to maintain space temperature. The compressor shall operate to control discharge air temperature. This operation shall be standard with SZVAV offering. During heating, fan operations shall be a constant volume of heating control.

_____ DOLLARS \$ _____

Alternate No. 4 - Installation of Variable Speed Drives on RTU Unit 24. A shaft ground ring should be included. Variable speed drives are factory mounted and shall be installed as part of the manufacturer's unit, not as an add on. VSD's shall be BACnet compatible. VFD shall change fan speed according to the mode of operation. During cooling mode, fan shall modulate to maintain space temperature. The compressor shall operate to control discharge air temperature. This operation shall be standard with SZVAV offering. During heating, fan operations shall be a constant volume of heating control.

_____ DOLLARS \$ _____

Base Bid Amount Only: \$ _____

Alternate 1 Amount Only: \$ _____

Alternate 2 Amount Only: \$ _____

Alternate 3 Amount Only: \$ _____

Alternate 4 Amount Only: \$ _____

BASE BID AMOUNT ONLY: \$ _____

TOTAL AMOUNT OF ALTERNATES NO. 1 -4: \$ _____

TOTAL BID AMOUNT (Base Bid plus Alternates): \$ _____

The Collinsville Metropolitan Exposition Auditorium and Office Building Authority will award the project based upon the Base Bid Amount. Alternates will not be used in basis of contract award and may be accepted only from the successful bidder as determined by the base bid.

SECTION 3

INSURANCE:

- A. Contractors may not commence work under the contract until he has obtained insurance as specified here, nor shall the Contractor allow any Subcontractors to commence work or any portion of the work unless all insurance required by the subcontractor has been similarly approved by the Contractor. Contractor is required to provide an Installation Floater at an estimated job cost of \$56,000.
- B. Subcontractors Insurance: The Contractor shall require Subcontractors, if any, not protected under the Contractor's insurance policies to take out and maintain insurance of the same nature and in the same amounts as required of the Contractor for Comprehensive General Liability. Subcontractors shall also be of the Contractor on all vehicles operated by each subcontractor on the site of work.
- C. Waiver of Subrogation and Release: With respect to all insurance as required to be maintained by the Contractor and/or Subcontractor as set forth herein. Contractor hereby releases and waives, on behalf of themselves and their respective insurers, any and all rights to recovery against the Owner and its representatives, for loss or damage to contractor or any subcontractor or any third party to extent that such loss or damage is insured against or under any applicable insurance policy.
- D. Insured Parties: All of the insurance policies required to be obtained by Contractor and subcontractors set forth herein (except Workman Compensation Insurance) shall name Owner as additional insured on a primary basis.
- E. Certificates of Insurance: Prior to commencement of any work, and within (15) business days after receipt of NOTICE OF BID AWARD, the Contractor shall cause to be delivered to Owner's Representative, for their review and approval (1) copy of each Certificate of Insurance from the insurer, evidencing that all of the above described insurance has been obtained by Contractor and all subcontractors. All of such Certificate of Insurance shall (1) specify that the respective insurance policies shall not be canceled, modified or amended without and until sixty (60) days advance written notice issued to Owner, (2) contain a specified acknowledgement of the Agreement and the Contractual liability indemnification obligation of the insurers herein, (3) evidence the additional insured on a primary basis on the respective policies, (4) evidence the coverage amounts, deductibles and limits of each policy, (5) evidence the Waiver of Subrogation

**BIDDING & CONTRACT
REQUIREMENTS
SECTION 3**

endorsement in favor of the Owner, to be on a primary basis, and (6) state the type of insuring agreement to be on an Occurrence basis. Claims made coverage is not acceptable.

- F. Indemnity Agreement: The Contractor agrees that it will save and keep harmless the Owner from any and all claims that may arise on the part of any of said Contractor's employees, agents, servants by reason of injury, death or any claim while in pursuit of the Contractor's obligations under this contract, and that all employees of the Contractor shall in no way be construed to be employees of the Owner.
- G. The cost of providing insurance specified herein shall be included in the bid price submitted by the Contractor for this project. It shall be the Contractor's sole responsibility to notify its insurance carrier of the requirements of these conditions and of the entire contract documents.

Comprehensive Automobile Liability:

- A. Required Minimum Insurance Coverage
 - 1. \$1,000,000 Combined single limit BI/PD
 - 2. \$2,000 Medical Payments
- B. Each Contractor shall purchase and maintain Comprehensive Auto Liability insurance for all owned, non owned and hired vehicles under control of their Contractor or its Subcontractors.

Worker's Compensation:

- A. Required Minimum Insurance Coverage
 - 1. Statutory Limits
 - 2. Employer's Liability: \$1,000,000 Combines Single Limit for Bodily Injury and Property Damage per occurrence.
- B. Each Contractor shall purchase and maintain Worker's Compensation Insurance for all of its employees employed at the site of the project. Coverage in accordance with the Worker's Compensation Act of the State of Illinois shall be provided for all operations. In case any work is sublet, the Contractor shall require Subcontractor to similarly provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by the Contractor or any Subcontractors engaged in work under the Worker's Compensation Act, the Contractor shall provide, and shall cause said Subcontractor to provide any

**BIDDING & CONTRACT
REQUIREMENTS
SECTION 3**

such employees with Employer's Liability Insurance for the protection of said employees.

Comprehensive General Liability:

- A. Require Minimum Insurance Coverage:
 - 1. \$2,000,000 General Aggregate
 - 2. \$2,000,000 Products & Completed Operations
 - 3. \$1,000,000 Personal & Advertising Injury
 - 4. \$1,000,000 Each Occurrence Limit
 - 5. \$50,000 Fire Damage Limit
 - 6. \$5,000 Medical Payments
- B. Each Contractor shall purchase and maintain Comprehensive General Liability Insurance with Premises and Operations coverage insuring against claims and damages because of Bodily injury and property damage in or about the project site and/or related, directly or indirectly, to the work. Insurance coverage must be on occurrence basis. Claims made coverage is not acceptable.
- C. Insurance Covering Special Hazards: The following special hazards shall be covered by the Contractor, by rider or endorsement to the Comprehensive General Liability Insurance policies hereinabove required (or by separate policies of insurance) in amounts as specified hereinabove.
 - 1. Damage to Underground Utilities.
 - 2. Trucking and Motor Vehicle Operations.
 - 3. Owner's Protective Liability Insurance (Independent Contactor Coverage)
 - 4. Product Completed Operations Hazards.
 - 5. Any other hazards involved in the Work performed under the contract, which in the opinion of the Owner, at any time during the contract period, appears to be sufficiently dangerous to require special insurance.

Umbrella/Excess Liability Coverage:

- A. All Contractor/Subcontractors are required to purchase or have in force Umbrella/Excess Liability Coverage in the amount of \$1,000,000. The policy should be structured as follows:
 - 1. The policy shall run for the term of the project a certificate of insurance shall be issued for the project term.

**BIDDING & CONTRACT
REQUIREMENTS
SECTION 3**

2. \$10,000 is the maximum self-insured retention (SIR) allowed.
3. The schedule of underlying insurance shall encompass all primary lines of coverage including General Liability, Employer's Liability, and Auto Liability.

SECTION 4

Bidders shall identify the business names and addresses of all subcontractors below:

1. _____

2. _____

3. _____

4. _____

SECTION 5

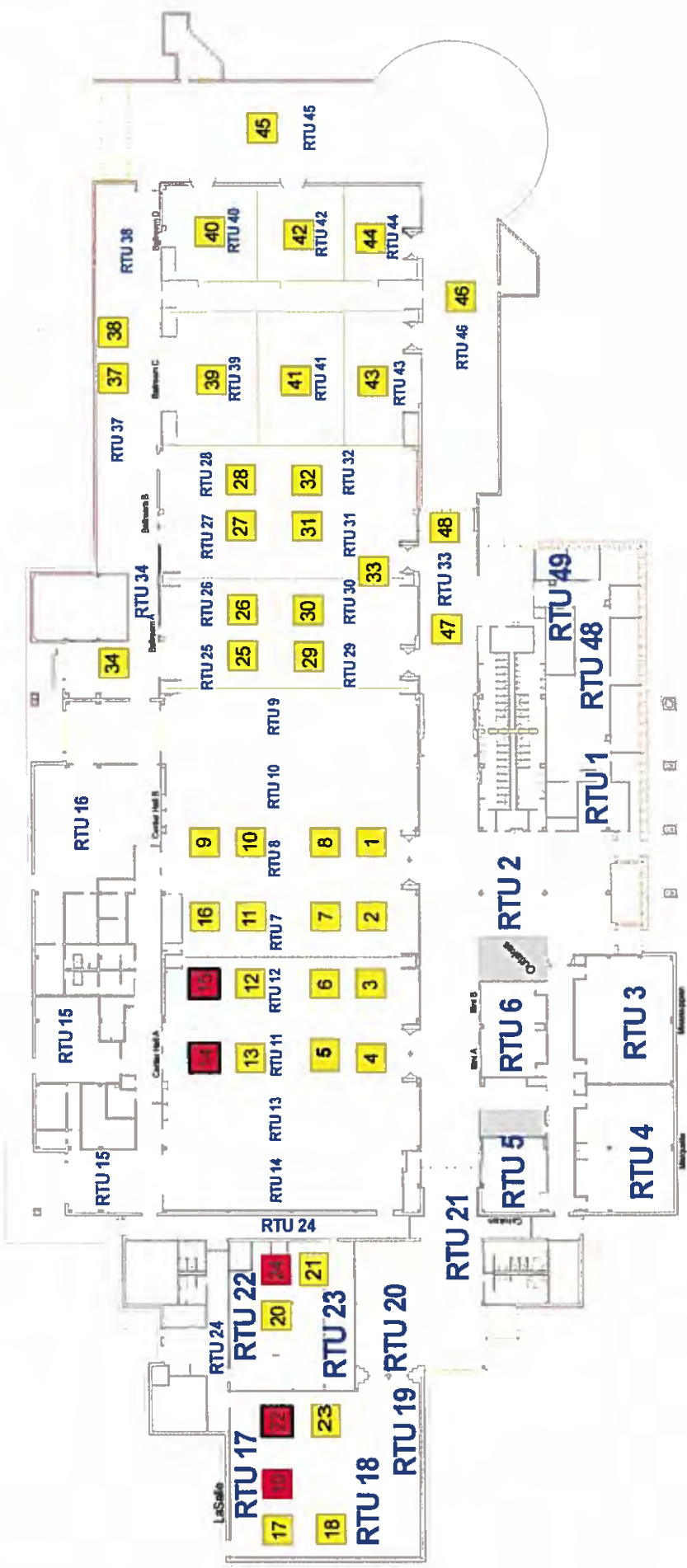
Bidder shall identify any materials that are not domestic materials such as copper tubing and/or components “under pressure” below:

COMMENT: Bidder will be required to furnish Mill Test Report if any materials are manufactured outside of the United States. Must meet ISO 9000 standards and be certified.

Bidders shall provide the seer rating for HVAC Rooftop Units included in bid. _____

**Facility Map
Reflecting HVAC Unit Locations
Attachment 6**

GATEWAY CENTER: RTU REPLACEMENT PROJECT, PHASE FIVE ATTACHMENT B - UNITS TO BE REPLACED



= Location on Roof

RTU # = Zone of Control

[Red Box] = RTU's to be replaced in Phase 5

W-9
Gateway Center
Attachment 7

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

| | |
|--|---|
| 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Collinsville Metropolitan Exposition Auditorium and Office Building Authority | |
| 2 Business name/disregarded entity name, if different from above Gateway Center | |
| 3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input checked="" type="checkbox"/> Other (see instructions) ▶ Municipality | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i> |
| 5 Address (number, street, and apt. or suite no.) 1 Gateway Drive | Requester's name and address (optional) |
| 6 City, state, and ZIP code Collinsville, IL 62234 | |
| 7 List account number(s) here (optional) | |

| | |
|---|--|
| Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter. | Social security number ____ - ____ - _____ or Employer identification number ____ - ____ - ____ - ____ - ____ - ____ 3 7 - 1 1 9 7 3 1 3 |
|---|--|

| |
|--|
| Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3. |
|--|

| | | |
|------------------|---|------------------------------|
| Sign Here | Signature of U.S. person ▶ <u><i>Kim Jones, Director of Finance</i></u> | Date ▶ <u><i>1/19/16</i></u> |
|------------------|---|------------------------------|

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

RESOLUTION NO. 425

**A RESOLUTION AUTHORIZING
THE BID AWARD TO C & K HEATING AND COOLING, INC.
FOR THE REMOVAL AND REPLACEMENT OF HVAC
ROOFTOP UNITS AT GATEWAY CENTER
FOR THE COLLINSVILLE METROPOLITAN EXPOSITION
AUDITORIUM AND OFFICE BUILDING AUTHORITY**

BE IT RESOLVED BY THE BOARD OF THE COLLINSVILLE METROPOLITAN EXPOSITION AUDITORIUM AND OFFICE BUILDING AUTHORITY that the Chairman is authorized and directed to sign, and the Secretary is authorized and directed to attest, on behalf of Gateway Center, to enter into a agreement with C & K Heating and Cooling, Inc. for the removal of five HVAC Rooftop Units and the purchase of five (5) Trane HVAC rooftop units for an amount not to exceed \$150,125 for the Collinsville Metropolitan Exposition Auditorium and Office Building Authority, hereto and made part hereof by reference.

Passed by the Board of Directors July 21, 2016 by affirmative vote of at least five members.

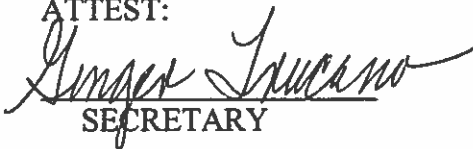
AYES: Feris, Kinamore, Schusky, Steyer, Thebeau, Trucano,
and Weinacht

NAYES: None

ABSENT: Bitzer and Mark

APPROVED: July 21, 2016

ATTEST:


SECRETARY


CHAIRMAN

Gateway Center HVAC Removal & Replacement Project

C & K Heating and Cooling

| | |
|-----------------|---|
| Base Bid Amount | \$88,753 |
| Alternate 1 | 23,812 |
| Alternate 2 | 17,225 + \$2,725= \$19,950 * (RTU No. 24) |
| Alternate 3 | 9,032 |
| Alternate 4 | <u>8,578</u> |
| Total: | \$147,400 + \$2,725 =\$150,125* |

Bel-O Cooling & Heating

| | |
|-----------------|------------------|
| Base Bid Amount | \$106,300 |
| Alternate 1 | 27,200 |
| Alternate 2 | 18,650 |
| Alternate 3 | 10,650 |
| Alternate 4 | <u>10,075</u> |
| Total: | \$172,875 |

Supplied Industrial Solutions

| | |
|-----------------|------------------|
| Base Bid Amount | \$140,986 |
| Alternate 1 | 31,071 |
| Alternate 2 | 22,067 |
| Alternate 3 | 33,556 |
| Alternate 4 | <u>24,252</u> |
| Total: | \$251,932 |

Comments:

*At the Pre-Bid Meeting, serial numbers for all of the HVAC units were distributed to bidders. It was learned and verified after the bids were submitted, that the serial number furnished to bidders for RTU 24 was incorrect. This error occurred as a result of two of the HVAC units having the same RTU Number.

Since C & K was the lowest bidder, representatives of Gateway Center requested C & K Heating and Cooling to furnish Center Management the cost for the correct tonnage for RTU 24, since it was verified that the unit was not a 5 ton unit but was an 8.5 ton unit.

The additional cost for the correct tonnage for RTU #24 was \$2,725.00. This increased the total project cost and bid award to C & K Heating and Cooling to a total of \$150,125.



C&K Heating and Cooling, Inc.
1116 Galaxy Drive
Lebanon, Illinois 62254-2725
Phone: (618) 537-8888

Invoice

| Account # | Date | Invoice # |
|-----------|------------|-----------|
| | 10/17/2016 | 11011 |

| Bill To: | Job Location |
|---|---|
| Gateway Center One Gateway Drive Collinsville, IL 62234 | One Gateway Drive Collinsville, IL 62234 |

| P.O. No. | Technician | Other | Terms | Due Date |
|----------|------------|-------|----------------|------------|
| | | | Due on receipt | 10/17/2016 |

| Q1 | Item | Description | U/M | Each | Each Total |
|----|---------------|--|-----|------------|------------|
| | New Install-C | Contract: Removal of 5 Trane Rooftop units and Install 5 New Trane Rooftop units that includes Hail Guards. Includes Gas Piping, Condensate Piping, Line Voltage Wiring, and Balancing of units. RTU 14, 15 (2), 19, 22, & 24. | | 150,125.00 | 150,125.00 |

| | | |
|--|--------------------|---------------------|
| | Balance Due | \$150,125.00 |
|--|--------------------|---------------------|

ORDINANCE NO. _____
AUTHORIZING EXPENDITURE OF TIF FUNDS
(Gateway Center, 1 Gateway Drive)

BE IT ORDAINED BY THE CITY COUNCIL OF COLLINSVILLE, ILLINOIS, that it authorizes the expenditure of Tax Increment Financing funds in the amount of \$150,125 for the reimbursement of costs relative to the replacement of the final five (5) HVAC units located at Gateway Center, 1 Gateway Drive.

The application requesting T.I.F. funds is attached hereto and made a part hereof by reference. Reimbursement to be made in one lump sum upon ordinance certification, demonstrated compliance with all City of Collinsville Codes and Ordinances, and verified proof of payment.

PASSED by the City Council and Approved by the Mayor on _____, 2016.

Ayes:

Nays:

Absent:

Approved: _____, 2016

John Miller, Mayor

ATTEST:

Kimberly Wasser, City Clerk

Collinsville City Council

Special Meeting/Strategic Session of 8/13/2012

City Council

Mayor Miller called the special meeting/strategic session to order at 6:00 p.m. at Collinsville City Hall with all Council members present.

Input From Residents

Mayor Miller referred to Ordinance 4472. Bob DesPain, 108 Linwood, talked about how even with the money and manpower the public servants have been provided, they still fail. He talked about a state law demanding all subsidiary bodies to meet at times and places convenient to the public. He stated that according to the agenda posted on the website, the Fire & Police Board met at 8:45 a.m. on a Thursday which he feels is not convenient to the public. He stated that Council action should be taken to terminate the Audit Committee. He talked about their members and that they have a vacancy. He talked about Ordinance 2064 which was passed on 3/14/83 when he was Finance Commissioner and described the five functions the Committee was given. He stated that they meet on the same day as the audit is presented and that their function seems quite useless. He stated that 11 years ago the Suburban Journals received \$25,000 of TIF funds for their new office and stated that they have reduced to once a week local news, are flirting with bankruptcy, and have gutted the staff that was supposed to buy City food and gasoline.

Joe Ashmann, 212 Emilie Ct., stated that there are things at Gateway Center that he really likes and they do a heck of a job. He stated that Gateway Center is in financial trouble and that attendance is probably down because the economy is down. He's worried about our country that he thinks is on a slippery slope, and he hopes Gateway Center would become prudent. He has a problem with them wanting TIF money and he feels the City should not use TIF to bail them out. He stated that the Council should be going over their numbers to determine wherein lies the problem before they give them any money. He stated that fixed expenses can't be changed but salaries should be open book and they should talk about what they could do to cut expenses without changing what they do best.

Discussion of TIF Funding for Gateway Center

Mayor Miller introduced Cindy Warke, Executive Director of Gateway Center. Ms. Warke thanked the Council for the opportunity to expand on her initial presentation made on January 9, 2012. She talked about how the meeting and event industry has been adversely impacted by the state of the economy. She will give an overview of how the economic conditions have specifically affected their cash flow, utilization of the facility and their ability to fund capital and maintenance needs. She will also talk about the measures they have taken to counteract the significant decrease in operating revenue they have experienced in the past three years.

She went through a powerpoint presentation showing the number of conventions, trade shows, meetings, etc. from 2008 through July of 2012 noting a significant decrease in the total from 624

in 2008 to 318 through July of 2012. She then talked about who their competitors are. She went over the Center's community involvement noting events such as the Festival of Trees and First Day, being an American Red Cross Blood Drive location, an Ameren UE emergency staging location, etc. She went over large events held between January and May of this year and what the attendance was. She stated that each dollar of convention related spending initiates a broad set of economic interactions that produces additional spending in other sections of a region's economy. She stated that local business re-spend the money received from event attendees through payrolls, supplies and services. She noted the milestone events that have happened at Gateway Center.

She went through a graph of the estimated lodging, food and beverage revenue generated by the eight largest conventions noting an estimated total revenue of \$3,174,965. She stated that the City's portion of the estimated state sales tax generated from Gateway Center's activity between 2/90 through 12/12 is \$302,822. She stated that they hire local law enforcement personnel for security and estimates paying them \$159,000 since the inception of the Center. She went through a list of local suppliers used by Gateway Center.

She then discussed the local tax subsidies pledged to Gateway Center since its inception including the 5% hotel/motel tax and the 1% food and beverage tax (which is only collected from restaurants within the hospitality district, not City-wide). She talked about the TIF funds that were pledged to satisfy any shortage in the bond principal and interest payments for their 2006 building expansion. She stated that on an annual basis, 50% of the TIF funds not needed for principal and interest payments are rebated back to the City while the other 50% are retained by Gateway Center and earmarked for extraordinary maintenance and improvement items. She talked about other centers and how they are funded. She explained their decreased operating revenues since 2008 of about 17% and how they have decreased their operating expenses about 10% during that time frame. She went over measures taken to decrease their expenses such as salary freezes, reduced medical benefits, elimination of their employee retirement plan, freeze on travel for education and training, refinancing of their 2004 bonds, reduced utility expenses, sales of capital assets, etc.

She stated that over the past few years, they are seeing a trend of drawing upon a fairly significant portion of the TIF funds and funds that would normally be utilized to address extraordinary maintenance items in order to satisfy the principal and interest payment on the bonds. She stated that the Center's capital replacement and improvement needs total \$4,711,832. She introduced Jim Ferris, CPA and Treasurer of the Board who went over their long-term financial plans, one that includes capital expenditures and where they will be if the City authorizes for them to receive 100% of the TIF funds versus 50%, and one without capital expenditures. He then presented a graph of their forecasted long-term operating income and expenses. Their hope is to maintain the facility as the jewel that it is for years to come with the help of the City.

Mayor Miller thanked them for the presentation. City Manager Williams asked if there was a consensus from the Council to move this forward to the next agenda. Councilman Tognarelli stated that the next agenda represents a pretty fast decision and he knows we have been discussing this for a while. He wanted to see an ordinance or agreement prior to saying whether

or not to put it on the agenda. He agrees about using the funds for capital improvements. City Manager Williams stated that staff will work with Corporate Counsel to put a document together for the Council's review and the Council can determine when it will appear on the agenda. Mayor Miller asked for an updated list of the needed capital improvements. Councilman Tognarelli stated that he would like the ordinance or agreement to say that the money will be spent on capital expenditures to prevent it from being used on operating expenses. He would also like to see a deadline, whether it's reviewed annually or every few years. Councilman Moss agreed and noted that in 2023, the TIF expires and she would like to know what they will do then without the TIF funding. She stated that they would have to be able to stand on their own at that time and noted that capital expenses won't stop. She agrees with Councilman Tognarelli in setting a deadline or a time line for review at certain times. She feels the Center is a huge asset to the community and the economic engine that it drives.

City Manager Williams stated that Director Ammann has been working with the Gateway Center over the past few years as the City's liaison and monitors their financial activities. He noted that it would be very hard for Gateway Center to do long-term planning without some type of guarantee for funding but he agrees that it shouldn't be for the entire period between now and 2023. He stated that there is no urgent need to vote on this as nothing will happen until the first of the year but he doesn't want to put them off for too long so they can start their planning. Mayor Miller reminded the Council that when the bonds were issued, it was done in coordination with the TIF so when the TIF expires, the bonds will be paid off. Councilman Tognarelli stated that he would like to see language that would keep them from extending those bonds. It was noted that they would have to get City approval before extending the bonds.

Motion to adjourn by Councilman Moss, seconded by Councilman Kypta. Answer on roll call: Ayes - Tognarelli, Moss, Kypta, Dalton, Miller; Nays - None; Absent - None. Time: 7:10 p.m.

Collinsville City Council
Regular Meeting of 8/13/2012

CALL MEETING TO ORDER

Mayor Miller called the regular meeting to order at 7:30 p.m. at Collinsville City Hall.

ROLL CALL

All Council members were present as well as Interim City Manager Williams, Corporate Counsel Giacoletto, and City Clerk Brombolich. Mayor Miller asked everyone to turn off their cell phones so as not to interrupt the meeting.

INVOCATION

The invocation was given by Pastor Chris Funkhauser of Pathway Church.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

PROCLAMATIONS/RECOGNITION/PRESENTATIONS

1. [Presentation of Yard of the Month Award for August 2012 to Dorothy and Ricky Dill](#)

Mayor Miller presented the August 2012 Yard of the Month award and a gift certificate from sponsor Creekside Gardens to Dorothy and Ricky Dill of 108A King Arthur Ct.

BUSINESS PRIOR TO PUBLIC INPUT

INPUT FROM RESIDENTS

Mayor Miller referred to Ordinance 4472. Joe Ashmann, 212 Emelie Ct., stated that after attending three TIF presentations, he is convinced that Unit 10 and property owners in Collinsville are coming up on the short end of the stick. He feels future meetings need to be recorded in the Council Chambers so all citizens can see them. He talked about editorials run by the Belleville News Democrat stating that school districts are hurt by TIF. He doesn't feel there is a need for the new TIF district being proposed. He feels if there is money to be made, businesses will come to town without TIF. He stated that the businesses downtown are receiving crumbs while those out of town companies who run them out of business are receiving millions. He feels in these troubled times, private enterprise should not be funded with public money. He thinks public input needs to be at the end of a meeting not at the beginning. He feels a town hall meeting is in order. He loves this town and thinks it can draw a lot of people without having to bribe them.

Jim Sparks, 4913 Sparks Lane, thanked the Council for allowing him to address the Council. He agrees with Mr. Ashmann regarding the input section of the agenda. He understands that all of the Council has not been here forever and it's a given that what happened in the past happened. His comments are not directed to anyone individually. He stated that Director Mann is wanting a new TIF district and he believes 3 or 2 of his previous districts never came to be, one being the soccer stadium which is next to his property. He's sure that Collinsville had considerable monies invested in the planning that went into these TIF districts. He talked about CARD having \$40 million in long-term debt. He stated that Unit 10 can accommodate school children from Glen Carbon to the Mississippi River. He feels the City should stop the insanity of spending more money than hardworking property owning taxpayers are willing to provide.

John Neimann, 14 Burdick Creek Road, talked about debt numbers that were mentioned earlier as far as the State Treasurer are from 2010 and asked why 2011 numbers are not provided. He asked how come the City keeps extending TIFs and how much infrastructure do we need. He stated that the new TIF is going to pull in Rural King, the Race Track and the revenue will go to them and not the schools and the residents. He talked about sales tax at WalMart.

Phil Astrauskas, 105 Lexington, said he can't agree more with Bob DesPain and others that all meetings should be televised and taped. He stated that what is put down in the minutes is hearsay and the opinion of the person doing the minutes. The people who attended the public meeting who spoke were against the TIF. He stated that the presentation tonight by Gateway Center was overwhelming and pointed out that the economic impacts on the convention center. He asked if any one considers what the economic impacts have done to the residents. He talked about the higher taxes at WalMart and Home Depot. He stated that if a business cannot succeed, they need to cut their costs and that only in government can the Gateway Center come back and ask for more money. He thinks the center is good for the community but they need to be able to succeed on their own. He talked about Main Street deteriorating and how the businesses are asking for money from the City. He thinks they should go out of business if they can't succeed. He talked about the Southwestern Illinois Business Journal who talks about being pro-TIF, pro-gambling, pro-sales tax, etc. He talked about the hotels and other businesses in the Eastport area noting that their contribution to the schools in tax money is under \$2,000.

COMMENTS & ANNOUNCEMENTS - MAYOR

Mayor Miller stated that he had a news release he forgot to bring down but noted that the Government Finance Officers Association (GFOA) awarded to Finance Director Ammann their annual award for outstanding budget preparation. This is the fourth year in a row. He stated that our budget presentation is put together to make it readable and understandable and most importantly, it is correct. He congratulated her on a job well done.

He thanked his wife for taking care of him after his recent surgery. She's a good nurse mate and partner and he appreciates what she did for him.

COMMENTS & ANNOUNCEMENTS - COUNCIL MEMBERS

Councilman Moss talked about the First Day event which was a big success. She thanked Gary Clark, City staff and everyone involved in the event. She thanked the businesses and

organizations that were there and gave away school supplies. She stated that as she was walking in, there was a family leaving and she heard the little boy say to his parents that this was awesome and she feels that was the general feeling of the attendees. The vendors were very satisfied with the exposure they got.

Councilman Dalton also congratulated Director Ammann on the outstanding job that she does. She stated that it was kind of ironic that today she was reading the headlines regarding a controversy in another City having a Treasurer and a Finance Director and how they don't see how they consolidate those two into one position. When reading it, she thought ours does all of this and she gets awarded for it.

Mayor Miller stated that the First Day event was spectacular and while it was going on, at the Doubletree Hotel, there was a realtors reception where School Superintendent Dr. Green spoke to local realtors explaining the changes that are being done at Unit 10 to include their new scholastic programs. He also explained why and how Collinsville should not get the bad end of the publicity from the realtors to prospective residents. He explained well that Unit 10 is far beyond any school district in the area as far as academics with college rated courses available to the students, as well as their partnership with Southwestern Illinois College (SWIC) enabling a student to graduate high school with an associate's degree. He stated that good things are happening at Unit 10 and he commends them for it. He noted that the City can't prosper without a good school system and the school system can't survive without cooperation from the City. We are working together.

COMMENTS & ANNOUNCEMENTS - CITY STAFF

CONSENT AGENDA

City Clerk Brombolich read the consent agenda items as follows:

1. Motion to Approve Payment of Bills for the Period Ending August 8, 2012 in the Amount of \$710,845.39
2. Motion to Approve Payroll for the Periods Ending 07/26/12, 07/31/12, and 08/09/12 in the Amount of \$939,357.94
3. Motion to Approve Minutes of the July 23, 2012 Regular Meeting
4. Resolution 5020 Requesting Permission from the Illinois Department of Transportation to Close Streets for Collinsville High School Homecoming Parade on September 27, 2012
5. Resolution 5021 Requesting Permission from Illinois Department of Transportation to Close Main Street for Italian Fest Parade on September 22, 2012
6. Resolution 5022 Requesting Permission from Illinois Department of Transportation to Close Main Street for Italian Fest
7. Ordinance 4536 to Accept a Gift of Real Estate and Improvements Located at 441 S. Chestnut in the City of Collinsville

Mayor Miller asked if the Council wished to pull any items from the consent agenda. No items were pulled. Motion by Councilman Tognarelli, seconded by Councilman Moss. Answer on roll call: Ayes - Tognarelli, Moss, Kypta, Dalton, Miller; Nays - None; Absent - None.

The Mayor announced that item L1 is being moved to be the last item under new business.

NEW BUSINESS

1. This agenda item was moved to the last item under new business.
2. [Ordinance 4537 Authorizing Expenditure of TIF Funds \(Friday's South, 106 East Main\)](#)

Motion by Councilman Dalton, seconded by Councilman Kypta. Economic Development/TIF Director Mann stated this request for TIF funds is for 106 East Main, Friday's South. This application is for funding through the City's Fire Safety Code Assistance Program to provide safer ingress and egress into the building, more specifically, it is a change in the front doors to swing out and be equipped with panic hardware to meet the Fire Code. These changes are being requested by the Fire Marshall to provide for a reasonable degree of safety as required by the City's Fire and Life Safety Codes. The current situation is not code compliant and if not corrected, will reduce their occupancy load from 75 to 49. The lowest bid received for the work was \$9,898 and the applicant is requesting reimbursement of 90% of their investment, or \$8,908.20. The Uptown Development Commission voted on August 8th to recommend approval and staff recommends approval as well.

Councilman Moss stated that at the recent Strategic Session the Mayor was absent from, TIF expenditures were discussed. She asked at that time for the Council to get together and go over our TIF program and how the awards are made. She thinks there are too many ways some of these things can be interpreted and she thinks in all fairness, that discussion should be put on the agenda as soon as possible.

Councilman Tognarelli stated that he wants to see things in writing and he likes to see consistency. He agrees that we need to schedule that discussion as soon as possible.

Councilman Moss stated that she will be abstaining because she is not comfortable with the way the system is working but doesn't want to vote no.

Answer on roll call: Ayes - Tognarelli, Kypta, Dalton, Miller; Nays - None; Absent - None; Abstain - Moss.

3. [Ordinance 4538 Vacating an Alley Located in Peers JS Subdivision and Situated in the City of Collinsville, County of Madison and State of Illinois](#)

Motion by Councilman Kypta, seconded by Councilman Dalton. Street Director Cheatham stated this ordinance vacates an alley located behind Manning Hall of SS Peter & Paul Church that begins 200' south of the intersection of Johnson and Center and ends at a platted alley 450' southeast between Center and Morrison. He stated that this is not an improved alley and has always been maintained by the adjacent property owners. Staff recommends vacating the alley

and giving it to them equally divided. Answer on roll call: Ayes - Tognarelli, Moss, Kypta, Dalton, Miller; Nays - None; Absent - None.

4. [Resolution 5023 Requesting Utility Permit from Illinois Department of Transportation for Rehabilitation and Repair of the Sewer Main on Vandalia Street from Clay Street to Madison Avenue](#)

Motion by Councilman Moss, seconded by Councilman Tognarelli. Water/Wastewater Director Kress reported this resolution authorizes the Mayor to sign a utility permit with the Illinois Department of Transportation (IDOT) for the repair/rehabilitation of the sewer main on Vandalia from Clay to Madison. He stated that the main has deteriorated to the point where rehabilitation is necessary. This work will include the replacement of an 8' section of the main at 210 Vandalia and the installation of 730' of a cured-in-place pipe lining. The work will be performed on IDOT right-of-way requiring the issuance of an IDOT utility permit. Staff recommends approval.

Mayor Miller stated that this is one of the things our citizens don't see but is as important as our Police, Fire and Street Departments - the things you can see. The infrastructure underground needs repaired as well and our crews do a wonderful job of that and don't get a lot of credit. These repairs are necessary and we're happy our crews are on top of these things.

Answer on roll call: Ayes - Tognarelli, Moss, Kypta, Dalton, Miller; Nays - None; Absent - None.

1. [Ordinance 4539 Authorizing the Mayor to Execute an Agreement with Scott Williams Regarding a City Manager's Employment Agreement](#)

Mayor Miller stated that prior to asking for a motion, he wanted to note that he postponed this item in order for Mr. William's wife who was trying to get here in time to be here for the vote.

Motion by Councilman Tognarelli, seconded by Councilman Dalton.

Mayor Miller stated that the Council has unanimously chosen Mr. Williams to lead our City as City Manager over the contract period of 3 years. His contract is open information and contains his salary, use of vehicle, as well as insurance and leave benefits as given to all other employees. He has done a fantastic job as the leader of our Police Department, came into the department 24 years ago, came through the ranks from patrolman to sergeant and on up to Chief. He has to hang up his badge and take over a computer and be in charge of all of the personnel in the City. It is a big responsibility but the Council feels he is up to the challenge and looks for great things from him.

Answer on roll call: Ayes - Tognarelli, Moss, Kypta, Dalton, Miller; Nays - None; Absent - None.

Councilman Tognarelli stated that he has had the privilege of working with Scott since he's been here. He stated that his stability, honesty, integrity and financial stewardship is going to be a real asset to the City. He is proud to work with him, congratulated him and noted that he is glad to

have him.

Councilman Moss stated that Mr. Williams has had a considerable period of time in this position and the knowledge he had of the City over the years has been a real asset. He has always done a fine job and she has complete faith and trust in his ability and his integrity. She feels he's the man to take us into the next phase of the City.

Councilman Dalton congratulated Scott and knows that his fiscal responsibility is a big asset to our City. He doesn't try to inflate anything, he is very straightforward, and a peacemaker who tries to keep everyone on an even keel which is sometimes very difficult. She knows he has the respect of the employees and the Council and will do a great job.

Councilman Kypta felt the other Council members have covered everything. He congratulated Scott and stated he has done a good job already and will continue to do so.

Mayor Miller offered congratulations and stated that he is looking forward to good things. He noted that the Mayor and City Manager work close together and that he and Scott have done that in the past as firefighter and police officer and can continue to do the same thing. He stated that the Council holds him to a high standard and he knows he's up to the challenge.

OLD BUSINESS

CLOSED SESSION

Mayor Miller announced a closed session pursuant 5 ILCS 120/2c1 and 5 ILCS 120/2c11. Motion by Councilman Moss, seconded by Councilman Dalton. Answer on roll call: Ayes - Tognarelli, Moss, Kypta, Dalton, Miller; Nays - None; Absent - None.

ANNOUNCEMENTS

City Clerk Brombolich announced the second place Yard of the Month winner for August 2012 as Kenneth & Gretchen Bassett. She also announced that the Yard of the Month Program runs through October and nominations can be made on the City's website or by calling Susan Hellige at 344-3535.

ADJOURNMENT

Motion by Councilman Tognarelli, seconded by Councilman Kypta. Answer on roll call: Ayes - Tognarelli, Moss, Kypta, Dalton, Miller; Nays - None; Absent - None. Time: 8:10 p.m.

RESOLUTION NO. _____

**A RESOLUTION MEMORIALIZING THE COMMITMENT
OF THE CITY OF COLLINSVILLE TO THE FINANCIAL
SUPPORT FOR THE GATEWAY CENTER**

WHEREAS, the Collinsville Metropolitan Exposition, Auditorium and Office Building Authority (“the Authority”) and its Civic Convention Center (“the Gateway Center”) play an integral part in the current and future appearance, growth, development, and reputation of not only the areas of Eastport Plaza and Illinois Highway 157 corridor, but in the entire corporate limits of the City of Collinsville;

WHEREAS, for several years certain capital improvements of Gateway Center have been financially supported by the City in the form of, among other ways, funding from the City’s Tax Increment Financing District No. 1;

WHEREAS, due to competition arising and increasing since the inception of the Authority, and to the general economic downturn over the last several years that continues to this day, there has been a steady decrease in the number of events in attendance at the Gateway Center;

WHEREAS, the decrease in the number of events in attendance at the Gateway Center has likewise caused a decrease in the annual revenues of the Authority;

WHEREAS, attendance at the Gateway Center increases the revenues of nearby restaurants, suppliers, and businesses in and along the areas of Eastport Plaza and the Illinois Highway 157 corridor;

WHEREAS, despite decreasing revenues, the Authority cannot significantly reduce its necessary expenditures that keep the Gateway Center competitive in its respective share of the market place;

WHEREAS, to stay competitive in its market place and to sustain if not increase its revenues, the Authority will need to both maintain and improve upon the equipment, facilities, and technological capabilities at the Gateway Center;

WHEREAS, the Gateway Center's ability to maintain and increase its reputation as a regional destination for meetings and events has both financial and intangible benefits to the City of Collinsville and its local businesses and citizens;

WHEREAS, the Gateway Center is not only a meeting place for businesses, individuals, and dignitaries that are not from the Collinsville area, but for locally based events as well originating out of and primarily for the residents of the City of Collinsville;

WHEREAS, the City Council has determined that the City's continued financial support of the Authority's efforts and of the Gateway Center convention building will benefit the public welfare and is in the best interests of the City and its residents.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the Collinsville, as follows:

Section 1. The City remains committed to fulfilling its obligations in all its previous written intergovernmental agreements entered into with the Authority.

Section 2. The City asserts that now and in the future it is committed to giving financial support from its Tax Increment Financing District No. 1 to the Authority for capital improvements and other TIF eligible expenditures at the Gateway Center.

Section 3. Upon the request of the Authority that may occur from time to time, the City Council give standing authorization and direction that the City Staff, Corporate Counsel, and its other consultants meet with the Authority

and its representatives and consultants for the purpose of preparing agreements and other documentation for the City Council's consideration and approval of financial support from Tax Increment Financial District No. 1 for capital improvements to the Gateway Center.

Section 4. If any part of this Resolution is found to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not effect the validity or effectiveness of the remaining provisions of this Resolution or any part thereof and said Resolution shall be read as if said invalid provision was struck therefrom and the context thereof changed accordingly with the remainder of the Resolution to be and remain in full force and effect.

Section 5. All Resolutions, resolutions or orders, or parts thereof, which conflict with the provisions of this Resolution, are, to the extent of such conflict, hereby repealed.

Section 6. This Resolution shall be in effect upon its passage, approval and publication as provided by law.

Passed by the City Council of the City of Collinsville, Illinois, on the _____ day of September, 2012.

Ayes: _____

Nays: _____

Absent: _____

Approved: _____

APPROVED:

JOHN MILLER, MAYOR

ATTEST: _____
CHERYL BROMBOLICH, CITY CLERK

RECORDED: _____, 2012

RESOLUTION NO. _____

A RESOLUTION MEMORIALIZING THE COMMITMENT OF THE
CITY OF COLLINSVILLE TO THE FINANCIAL SUPPORT FOR THE
GATEWAY CENTER

Collinsville City Council
Regular Meeting of 10/9/2012

CALL MEETING TO ORDER

Mayor Miller called the regular meeting to order at 7:30 p.m. at Collinsville City Hall.

ROLL CALL

All Council members were present as well as City Manager Williams, Corporate Counsel Giacoletto and City Clerk Brombolich.

INVOCATION

The invocation was given by Pastor Don Arndt of Pathway Church.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

PROCLAMATIONS/RECOGNITION/PRESENTATIONS

BUSINESS PRIOR TO PUBLIC INPUT

INPUT FROM RESIDENTS

Mayor Miller referred to Ordinance 4472. Pat Courtwright, 1029 W. Clay, was concerned about the dead end on West Clay Street. She thanked the Community Development Department and the Street Department for their recent help. She talked about near miss accidents on West Clay due to the fact that there are no stop signs on West Clay from North Combs to Merrell. She talked about speeders on the street, including semi tractor trailers. She has spent two weeks going door to door asking the neighbors what they think can be done to correct the problem. They think a stop sign at West Clay and Merrell and a directional sign at North Combs informing drivers that Main Street and 157 are to the south would help. She hopes the Council will consider one or both of these options.

Aaron Wright, 28 Woodford Way, wanted to talk about the TIF funds given to the Bank of Edwardsville for improving their lot from asphalt to concrete. He wanted to respond to the Council's comments that they want these businesses in Collinsville, that other cities engage in the same type of administration, and that funds are available in the TIF. He stated that businesses are going to locate here because there is an economic benefit to them and a customer base. He felt that what other cities engage in is not the model of what's best for Collinsville. TIF funds being available and the City trying to find a use for that money is a clear indication to him that too much money is being collected. He suggested the Council leave the money with the people if they want to see economic development. He felt there isn't a measurable benefit for a concrete

parking lot versus an asphalt one. He felt that whenever the City takes money forcibly from one person and hands it to a business that it's a clear definition of use of tax power.

Bob DesPain, 108 Linwood, stated that he attended the EDC meeting on 9/28/12 at Porters, scheduled to start at 7:30 a.m. but the chairman called it to order 5 minutes late. He spoke at the meeting and stated that 7:30 am on a Friday is not a convenient time or place and that he felt the place to hold a public meeting is in our public buildings. He stated that the restaurant provided seating for 19 at tables with coffee, etc. and he described how the tables were set up. He stated that the seating for observers was located behind the podium. He felt the owners of this corporation were treated as public servants but the 16 actual public servants were not. He stated that Congressman Shimkus was the guest speaker at the podium positioned by Paul Mann, and he spoke for 24 minutes to the 16 elite in front of him while ignoring the downtrodden at his back. He stated that EDC member Rob Williams criticized one speaker who made comments about TIF spending and the Chairman failed to interrupt him even though comments are supposed to be directed to the Chairman. He talked about a speaker at a Council meeting that was told to direct his comments to the dais, not to the audience.

Joe Ashmann, 212 Emelie Ct., stated that the EDC met at Porter's recently, the former site of the Hilton that cost taxpayers \$30 million. He stated that \$1.5 million in TIF money was given to that building. He stated that at the last Council meeting, \$10,000 was given to the Bank of Edwardsville, which he stated is a wonderful bank and a great asset to the community. He stated that recently the School Board voted no on a TIF district but the Council let staff make the decision to table the TIF and when asked why not a vote, the answer given troubled him. He wondered why there is a vote of the Council on a \$10,000 expenditure but not on the TIF. He stated that the School Board did their homework and found that TIF is costing the taxpayers. He stated that taxpayers resent picking up the tab for TIF money given to developments. He stated that CARD would have realized almost \$2 million without TIF. He felt the TIF money given to CARD needs to be forgiven so the City and CARD can move on to do the people's work prudently and diligently.

Phil Astrauskas, 105 Lexington, talked about the EDC meeting held at Porter's on 9/28. He stated that he normally doesn't go to Porter's, least of all early in the morning. He felt that was not convenient to the public as people who work can't attend. He stated that the time limit to speak there is 2 minutes and that it is hard to assemble something in that time. He stated that Paul Mann told the Commission that he would arrange for where the next 12 meetings would be and who the speakers would be. He asked if this is Paul Mann's group. He asked if he encourages businesses to use TIF. He stated that it has been said that some commission members use TIF which is disappointing. He stated that we have a business in the area that has been around for a long time, since 1868, has 20 locations in 13 communities and has 400 employees. He's talking about the Bank of Edwardsville who just got money at the last meeting. He noted that the Bank spoke for the St. Louis Road TIF district and he wondered if it was already rolling that they were going to be paid as part of their speech.

Don Koonce, 310 Central, stated that Dalton is running for Madison County Board and that if she wins, she can and should resign her Council seat the next day. He stated that there is a time frame in place so many days after the election and if she resigns in that time frame, a third

candidate could be placed on the ballot for 4/9/13. He knows that Miller doesn't want her to do that because he personally has someone lined up to appoint to the Council for two years. But if she resigns, that appointment would only be for 6 months. He will be encouraging everyone who comes in contact with Dalton to ask her to resign. He stated that Moss and Kypta might want to talk to Dalton about what he has said, as he feels the odds would be better for their re-election. He stated that he is having a problem with the rules and how applause for awards are allowed but not for other times. He stated that if a person owns a business or property in Collinsville, he has a right to address the Council.

John Neimann, 14 Burdick Creek, came to the podium to speak. Mayor Miller advised him that his address was not in the City so he was not allowed to make comments. Mr. Neimann said he owns a business and property in Collinsville. He read from the St. Louis Post Dispatch regarding TIF saying that every governmental body in the St. Louis area owes Collinsville a debt of gratitude for working out a new way to deal with proposed TIF districts, they just said no. He read that the school board on 8/20 opposed the TIF. He read that cities should not have the right to force school districts or other taxing bodies to give up future revenues. He stated that the article suggested that state laws should be changed.

COMMENTS & ANNOUNCEMENTS - MAYOR

COMMENTS & ANNOUNCEMENTS - COUNCIL MEMBERS

COMMENTS & ANNOUNCEMENTS - CITY STAFF

CONSENT AGENDA

City Clerk Brombolich read the consent agenda items as follows:

1. Motion to Approve Payment of Bills for the Period Ending 10/3/12 in the Amount of \$455,545.18
2. Motion to Approve Payroll for the Period Ending 10/04/12 in the Amount of \$491,228.53
3. Motion to Approve Minutes of the 9/10/12 Special Meeting/Strategic Session and the 9/24/12 Regular Meeting

Mayor Miller asked if there were any items on the consent agenda that the Council would like to pull; no items were pulled. Councilman Dalton asked if the minutes had been fixed. City Clerk Brombolich stated that she had titled Councilman Tognarelli as Director Tognarelli but that has been corrected.

Motion by Councilman Moss, seconded by Councilman Dalton. Answer on roll call: Ayes - Tognarelli, Moss, Kypta, Dalton, Miller; Nays - None; Absent - None.

NEW BUSINESS

1. [Motion to Award Bid and Authorize Contract for Wastewater Department Backhoe, Project #EQP-548-12, to Erb Equipment Company of Illinois, Inc. in the Amount of \\$55,435](#)

Motion by Councilman Tognarelli, seconded by Councilman Dalton. Water/Wastewater Director Kress stated that bids were opened on 10/1 for the purchase of a new backhoe for the Wastewater Department. Bids were received as follows: Erb Equipment - \$55,435; Fabric Cat - \$58,390; and Pat Kelly Equipment - \$67,716. He stated that a bid submitted by H. Edwards Equipment was rejected due to irregularities. He stated that all bids included a trade in allowance for a 2002 Cat with 2260 hours on it plus a 4 year warranty. The purchase of this equipment was included in this year's budget and staff recommends approval.

Answer on roll call: Ayes - Tognarelli, Moss, Kypta, Dalton, Miller; Nays - None; Absent - None.

2. [Resolution 5034 for Improvement by Municipality Under the Illinois Highway Code \(Harvest Point Resurfacing, Section 12-00000-02-GM\)](#)

Motion by Councilman Kypta, seconded by Councilman Moss. Street Director Cheatham stated that this resolution appropriates MFT funds in the amount of \$124,000 to cover the cost of resurfacing Harvest Point, Willow Trail and Deer Trail, a project that is currently out for bid. He stated that the City received funds from the State that were not budgeted in MFT earlier this year that will be used for some mill and overlay projects.

Mayor Miller stated that we got word from the State that we were receiving \$109,000 from the State stimulus package. Director Cheatham had these streets on the agenda to be taken care of through normal MFT funds but with this windfall, we are able to do this now rather than later and continue with the projects targeted for the MFT fund as well. He felt this is good use of the funds and he commended Director Cheatham for doing a good job.

Answer on roll call: Ayes - Tognarelli, Moss, Kypta, Dalton, Miller; Nays - None; Absent - None.

3. [Discussion of TIF/Gateway Center Issue](#)

City Manager Williams stated that this item has been in front of Council on several occasions. The topic tonight is to discuss the possible payment of additional TIF funds for Gateway Center. He asked Corporate Counsel Giacoletto to talk about the crafting of how we could do that in the future. Giacoletto stated that the resolution before the Council comes from previous discussions and additional information staff had requested from Gateway Center. He stated that an agreement has been discussed but it is not necessary as an agreement by nature is an exchange between two parties. This is a request for TIF funds for capital improvements for the Gateway Center, similar to what we do with other entities. He stated that the resolution continues the City's commitment to Gateway Center for capital improvements as long as they are TIF eligible. He noted that when and if the need arises for funding, Gateway Center would make a TIF application to the City and doing so with this resolution behind it that the City is committed to the funding, but it is not a guarantee of funding until the City knows what the funds will be used for.

Councilman Tognarelli stated when this was discussed earlier, he mentioned having some kind of time limit and he understands it is for the time period of the bond payments. He asked what would happen if their bonds were sold, do they have to bring that to the Council. Giacoletto stated that in the past when they refinanced their bonds, they did need the City's assistance and signoff. He feels that would have to be done that way again. Councilman Tognarelli asked if we could put that into the resolution that if the situation with the bonds changes in any way, that this has to come back to the Council. Giacoletto said that this wouldn't be where they would make application to staff and get funding. Any time they make application for funding, whether it be 1 time or 40 times over the next 10 years, it will always come back to the Council for approval. He can put anything in the resolution the Council wants him to.

Councilman Kypta stated that we are already giving them TIF money and he felt that even if we dictate what they can spend it on, they can still use us like a bank and spend the money for whatever they want to. He stated that they made a lot of improvements going into a recession that they should have looked ahead for.

Councilman Tognarelli stated that as part of the presentation Gateway gave to the Council, he felt it was clear that they were way behind on their capital improvements because they didn't have the money to spend. He stated that the reductions they have made was a reasonable explanation to him as to why they need the money for capital improvements. He understands it since when he was in charge of the Street Department, there was no extra money for capital projects.

City Manager Williams stated that the Council will always have oversight as to what goes on with this. He stated that as Director Ammann works with them in the future and if we find out they are doing something with the money that the Council doesn't like, we will notify them that we won't consider any new applications. He stated that this resolution says whether it's 1 time or 12 times a year, Gateway will be coming to the Council with items they want to spend money on and the Council will be able to say yes or no to TIF funding. He feels that this resolution says that the City is making a commitment to keep the Gateway Center viable.

Mayor Miller stated that in the presentation by Director Warke, it was noted that their bond payments will end with the TIF district so their bonds will be paid off. That means it would free up some of the TIF money to be returned to the city. He stated that they just restructured their bonds and he's not sure they could do that again in the next 10 years but if they did, we would have to sign off on that as we did the last time. The council is not losing control of the funds but are putting more scrutiny on what they spend the money on. He stated that what they use the funds for has to be TIF eligible. He thinks it's appropriate to have a resolution to control where the funds go.

Councilman Kypta asked how we would know what they're using the old money for before we give them new money. Mayor Miller stated that we could request an audit of where they're spending money but he doesn't know that's normal for a TIF application. He stated that the money would be paid as a reimbursement so they would have to provide proof of project completion. Councilman Kypta stated that he knows revenues are down, what if they have

money but don't use it and instead ask the City for TIF money. Mayor Miller stated that it was reported by Director Warke that they did not have money available for capital improvements. The improvements to make the Center viable are what they're looking to use TIF funds for, to be comparable with their competitors.

Councilman Tognarelli stated that we get their audit every year so we will have that information. He stated that the Gateway Center has been there 22 years and is a catalyst in that area and in the Metro East. For 22 years we have been funding them with TIF funds, the City has a large investment as well as the taxpayers and he thinks it is worth our TIF dollars to keep it viable with oversight.

City Manager Williams stated that staff will have something prepared for presentation to the Council at an upcoming meeting.

OLD BUSINESS

CLOSED SESSION

ANNOUNCEMENTS

ADJOURNMENT

Motion by Councilman Kypta, seconded by Councilman Dalton. Answer on roll call: Ayes - Tognarelli, Moss, Kypta, Dalton, Miller; Nays - None; Absent - None. Time: 8:16 p.m.

Collinsville City Council
Regular Meeting of 12/10/2012

CALL MEETING TO ORDER

Mayor Miller called the regular meeting to order at Collinsville City Hall at 7:30 p.m.

ROLL CALL

All Council members were present and answered roll call. City Manager Williams, Corporate Counsel Giacoletto and City Clerk Brombolich were also present.

INVOCATION

The invocation was given by Pastor Kevin Hancock of Good Samaritan Church.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

PROCLAMATIONS/RECOGNITION/PRESENTATIONS

1. [Proclamation of December 2012 as Drunk and Drugged Driving \(3D\) Prevention Month](#)

Mayor Miller read the proclamation of December 2012 as Drunk and Drugged Driving (3D) Prevention Month.

BUSINESS PRIOR TO PUBLIC INPUT

INPUT FROM RESIDENTS

Mayor Miller referred to Ordinance 4472. Bob DesPain, 108 Linwood, talked about an article in the paper regarding one of our police officers who is being sued along with the City and stated that he is ashamed to be a resident of Collinsville. He talked about a letter to the editor he recently wrote regarding contracts with employees. He talked about his proposed hometown salary reduction plan that he has spoke about at past meetings. He also talked about a meeting in December of 2011 regarding the tax levy, and about the 2012 and 2013 December meetings of the Council.

COMMENTS & ANNOUNCEMENTS - MAYOR

Mayor Miller talked about an email he received from Susan Piazza of Allied Waste regarding the City's recycling efforts. The new carts have been in service for a month and Ms. Piazza was so happy that she had to email the numbers to him. He thanked the community for a job well done. The amount of tonnage of recyclables in October prior to the big bins was 84 tons. Since the

containers have been in place, in one month that amount was 195 tons, an increase in the conversion rate of 81% which is fantastic. Landfills are getting full and recycling is much better for the environment. He recommends that the community keeps doing the good job they are doing. We will get another report in three months.

This is the last Council meeting before the Christmas holiday and he wished everyone a very Merry Christmas, our savior's birth.

He wished everyone a Happy New Year and as the proclamation he just read stated, people have a tendency to enjoy alcohol too much and he stated that our police officers will be watching.

COMMENTS & ANNOUNCEMENTS - COUNCIL MEMBERS

Councilman Moss wished everyone a Happy Hanukah and a Merry Christmas. As the Mayor mentioned, this is our last regularly scheduled meeting, and she hopes everyone has a nice new year as well.

Councilman Tognarelli wished everyone a good and safe holiday and encouraged them to spend time with their families. Councilman Kypta also wished everyone a Merry Christmas and a good new year.

COMMENTS & ANNOUNCEMENTS - CITY STAFF

CONSENT AGENDA

City Clerk Brombolich read the consent agenda items as follows:

1. Motion to Approve Payment of Bills for the Period Ending 12/5/12 in the Amount of \$1,077,497.65
2. Motion to Approve Payroll for the Period Ending 11/29/12 in the Amount of \$540,994.46
3. Motion to Approve Minutes of the 11/26/12 Regular Meeting
4. Resolution 5038 Approving 2013 City Council Meeting Schedule

Mayor Miller asked if there were any items to be pulled; none pulled. Motion by Councilman Kypta, seconded by Councilman Tognarelli. Answer on roll call: Ayes - Moss, Kypta, Tognarelli, Miller; Nays - None; Absent - None.

NEW BUSINESS

1. [Discussion of Collinsville Area Recreational District TIF Funding](#)

City Manager Williams stated that over the last year, this has been discussed at length. Staff has reviewed the agreement and he has had the opportunity to meet with the Council and numerous

people from the public. He wanted to bring this back to the Council with staff's recommendation to forgive this debt and move forward. He wanted to give the Council the opportunity to discuss this again.

Councilman Kypta stated that he didn't want to get the money back as he feels they did make a lot of changes and did fulfill their obligations. He wants to forgive the debt.

Councilman Tognarelli felt this was a tough situation and for as long as we have been talking about this, he still hasn't made his mind up. There are so many things around it. He knows there is a new administration at CARD and their intentions are better and he has more confidence in the direction they're taking now. He felt that our main goal is to protect our taxpayers, not CARD's, although some are the same. He knows the money was put into Miner's Theater but it is still not usable. Every year, all entities involved are offered a TIF rebate and CARD has accepted that rebate each year. We were good enough to give them the money under the TIF ordinance but he feels they haven't followed the ordinance. He is still looking for feedback and he is not ready to vote but he is glad this is being discussed. He asked if we went by TIF rules, what would the number be if this was like any other business. He understands that it is different with CARD, they wouldn't be selling the building and the ordinance reads that if the building is sold within 4 years of TIF funding, reimbursement is required.

City Manager Williams stated that by his definition, we have given them \$230,000 over the last several years and they would be required to pay back around \$190,000 under the rules of the ordinance. He felt that the interesting part of the conversation is if you read the agreement and CARD does nothing with the building for the next 3 years, the debt will be forgiven anyway. In the interest of moving that project forward, or not stalling any future efforts, and if the ordinance had been written differently and we had more leverage, staff's recommendation may not be what it is tonight. But he feels forgiving the debt and letting something happen there on a private level is the best choice. He did not feel that forcing CARD's hand to sit on the building for 3 years does not help anyone. This isn't the perfect way to settle this whole thing, but based on the facts and what is available, it is staff's recommendation to put this behind us and work with CARD in the future.

Councilman Tognarelli asked if we forgive this, will CARD give the theater back to the Miner's Institute. City Manager Williams stated that he cannot speak for the board but he assumes that will happen. Councilman Tognarelli stated that he was under the impression that the Foundation has no funding. If CARD keeps the building for 3 years, then we have to forgive the debt, but at least in those 3 years, the building has to be maintained and he thinks CARD would have the funds to do that. He is not sure that the Foundation does. He hasn't heard where anyone has tried to get a non-profit status. City Manager Williams stated that the building is up to City codes now but we can't force them to do anything further to the building. It wasn't his understanding that they are going to abandon the facility, noting that those are details that can be worked out and put into an agreement with CARD. He thinks CARD has worked to find someone to help with grants, he knows that last month he spoke with the new CARD Director and was told that there was a third party who was going to be working on their behalf on just that.

Councilman Tognarelli would like to see these questions answered and asked if there was an

issue with waiting a month or so. City Manager Williams stated that waiting is not an issue, he was looking for staff to get this off our plates.

Councilman Moss has some of the same concerns as Councilman Tognarelli. She has spoken with the City Manager in the past and she agrees with Councilman Tognarelli. She stated that CARD decided to take over the Miner's Theater and rescue the building and they have spent money on it and we have given them money to use for that building. The funds we gave them were spent on TIF eligible projects. What she sees is that CARD does have new leadership and they are doing a good job, but with the Miner's, they took it over as an unusable building and had every intention to turn it into a usable building but the end plan would cost millions of dollars. The Council at that time, thought that at least the end result would be a facility that was up and running and able to have public events. Her concern is what we have is a building not up and running, there cannot be public events, it does not have a heating system, and she's not sure how they can keep their insurance with no heat if the system is drained. If this building is handed back to the Institute, those were the same people that were not able to rescue the building in the past. Either way you look at it, we have this building that is real important to our Uptown and the people of Collinsville, and it is not usable. We're being asked to forgive \$190,000 of taxpayer money where the building will sit and deteriorate. She wishes someone could come up with a win-win proposition. If the building could house events, that would be a different story. She doesn't see the building going anywhere.

City Manager Williams stated that what we have is a situation where CARD has a new director and he has to take a new look at projects based on the economy. When the Council agreed to fund the Miner's project at \$100,000 a year, the economy looked a lot different. The Council made the decision last year to stop the funding. CARD is doing the same thing. He doesn't think they are going to walk away from the building and allow it to not have heating. He can get their plans and pass them on to the Council. He hopes that if the roles were reversed, CARD would be willing to do the same for us. There are no good answers, we can't go back and change it now. We can only figure out what is the best course of action to move forward. He appreciates the Council's comments and he will work with the CARD Director to bring back answers.

Councilman Tognarelli stated that the thing that sticks with him is the last \$100,000 we gave them. The writing was on the wall and within 3-4 weeks the paperwork was started to ask for the reimbursement. He feels we should be reimbursed some of that last \$100,000. City Manager Williams stated it would be nice if we could get it all back but he doesn't know if it makes much sense to make the taxpayers pay it again. Some of the decision makers that brought that to the Council are no longer there. He has had this conversation regarding decisions that were made four years ago, if there is an agreement in place that forces him to live with something that he doesn't agree with, then he does. But if there isn't, he changes it. That's the position the CARD Director is in.

Councilman Tognarelli asked if we came up with \$100,000 in repairs and we just had to have that money tomorrow what would the City Manager do. City Manager Williams stated that he would cut something somewhere else. Councilman Tognarelli asked why CARD can't work that way and City Manager Williams stated that they can.

Councilman Moss stated that it's interesting that he brought up the analogy of being the new City Manager, she is not holding him responsible at all. She feels there are a number of things in the agreement that weren't done by CARD and we missed them, but not under Williams' watch. She's on the same page as Councilman Tognarelli, she sees a building that will sit there and deteriorate. She feels we should try to get some kind of compromise so the building can be used. She has heard that there is no desire by CARD to spend any money on that building.

Councilman Kypta feels we're not going to get anywhere with that building and the longer CARD keeps it, they will have bigger bills come up. If they give it up, it will be out of our hair and theirs. He stated that he didn't like the funding to begin with.

Mayor Miller felt that we all looked at the plans CARD brought us with the grand place it was to become and thought it was the answer. He thinks we didn't look at the overall picture, thinking that they would get funding somewhere, somehow. Being another government agency, we didn't look at their financial package. He has heard that a used heating system is in place so it will be good for the winter. He stated that the City Manager got a letter from Park Board President Carruthers that explained things that would be done if we did not forgive the debt. Mr. Carruthers says that if we don't forgive the debt, the money will come out of the parks. So the items planned for the already needy parks will be funded \$190,000 less. Mr. Carruthers also reminded in his letter that the parks are the City's under a lease agreement, which he felt was a little harsh, but he took it in a good way. He doesn't think we want to hurt anything else in the City under CARD's control. The money we gave them was spent on the building as it was requested. Nobody is going to go in and remove the upgrades but he thinks if we do some lucrative looking at this money, we might be able to ask for the money back and invest it back into the Miner's to get it ADA accessible. He would like to see a group put together that could help the Foundation look for funding to work with them and try and establish a building fund that could bring it up so it could be used and funds could be raised from its operation. He wonders why someone like Peabody Coal or other coal companies in this area wouldn't be interested in helping. He would like to see it brought back to the level that it would stand proud on Main Street.

Councilman Moss stated that she was not suggesting that the City be involved anymore in the Miner's project. The City doesn't want to own the building and she felt we shouldn't take any kind of leadership role in organizing a group that would spearhead trying to get funding. She thought that was supposed to be happening in the past. She believes that someone has reached out to some of these foundations but they want to make sure the building is viable before they invest in it. She reminded everyone that Brooks didn't want to come in and save the Catsup Bottle like some thought they would. She doesn't want to see the City put any more money into that building, not even the money to be reimbursed to the City if that is done.

Councilman Tognarelli stated that something could be put into the agreement to either require CARD to maintain ownership and maintain the building or work toward getting the building up and running. He felt that companies who work toward securing funding have to be hired.

Mayor Miller felt that there were so many things going on with CARD, not just this issue. Things are getting better, CARD has had to tighten their belts and this is one of the projects that

they couldn't afford to fund anymore so they dropped it. He felt it left the City standing there with egg on our face as far as the TIF funding. He thinks staff has a task in front of them to go back to CARD and see what type of agreement can be worked out.

City Manager Williams stated that he has yet to meet anyone that doesn't want to see Miner's successful. CARD has made the commitment that they don't want to put any more tax money into the theater and neither does the City. If it's going to be a success, it is going to have to be from private money. He appreciates the Council's discussion and he will work with the CARD Director and report back to the Council in January. He asked the Council, or the public, to contact him with any suggestions. Mayor Miller asked him to keep the Council aware of the negotiations.

2. [Ordinance 4563 Authorizing Expenditure of TIF Funds \(Gateway Center, 1 Gateway Drive\)](#)

Motion by Councilman Tognarelli, seconded by Councilman Moss. Economic Development/TIF Director Mann reported that Gateway Center is undergoing a facility improvement project totaling \$306,000. At this time, the applicant is requesting a TIF reimbursement of \$279,000 which is the same amount they have already rebated back to the City as part of their annual TIF agreement with the City. The project replaces 15 rooftop HVAC units which are between 16 and 22 years old with more energy efficient units. This project will increase the value of the building and property, and allow the facility to remain fully operational.

He stated that the ability of the Gateway Center to attract new clients and retain existing users is currently hindered as a result of not being able to supply adequate utilities to various areas of the building. Most importantly, as the primary anchor of Eastport Plaza, Gateway Center will be able to continue to stimulate a significant amount of tax revenue within the local economy and for the hospitality supporting businesses that largely rely on event traffic and income.

He stated that three bids were submitted for phases 1 and 2 of the project and only one bid was submitted for phase 3 because that bid was sought earlier this year as a scheduled replacement item. That replacement has not yet occurred and in the meantime, twelve other rooftop units came into disrepair and need replaced as well. He described each project as well as additional project costs that include temporary utility provisions and project management fees.

Staff recommends approval of the funding in the amount of \$279,095.38.

Councilman Kypta asked how many units need to be replaced and Director Mann stated there are 15 in disrepair and not functioning. Councilman Kypta asked what would happen if someone else in the district needs TIF money. Director Mann stated that it is the Council's decision on whether or not to provide the funding.

Councilman Tognarelli agrees with Director Mann, Gateway Center is the anchor of Eastport and he thinks it is a big key to the future progress of the City, economically and socially with the events they host, and also increases hotel use.

Mayor Miller stated that several years ago, we worked diligently as a Council with Gateway

Center on getting the Doubletree Hotel to happen. We wanted that to help the convention authority maintain their status in the region. It is unfortunate that Gateway is experiencing these maintenance problems but it was anticipated due to the age of the facility. They have maintained the facility well and they remain the top facility for small venues. He thinks it would be a mistake for the City to overlook them and not provide the necessary funds for them to continue to operate in a comfortable and well-serviced facility. He thinks it is important for us to take that step. Gateway has been in operation for 22 years and other than the TIF monies for expansions, they have been good stewards of the finances they have. Their board has done an extremely good job in maintaining what they have and he feels we should not look the other way. As Councilman Tognarelli stated, Gateway Center is the key to the Eastport area, it draws people to our hotels and restaurants, giving us the sales tax base to help us and them.

Councilman Moss agrees with this and the Council has been discussing for a while what to do with TIF dollars and she feels this is an appropriate use. They are an economic engine, not just in Eastport, but in other areas of the City as well.

Answer on roll call: Ayes - Moss, Tognarelli, Miller; Nays - Kypta; Absent - None.

3. [Motion to Approve Police Department Reorganization Plan](#)

Motion by Councilman Moss, seconded by Councilman Kypta. Police Chief Van Hook stated that the motion tonight is for a reorganization of the Police Department's command structure. They would like to add a fourth lieutenant spot and remove one of the five sergeant positions. He stated that this will narrow their span of control and will result in a significant savings over the next 10 years. The sergeant spot to be removed is due to the retirement of Sgt. Berger who oversaw the crime free program and has now moved to a civilian position, resulting in savings.

Councilman Moss stated that she understands this will not just garner the savings from moving Sgt. Berger to a civilian position, but also an overall savings to the City. City Manager Williams agreed noting that this plan will create a net savings to the City's General Fund, it is not just saving money in the Police Department to be used somewhere else.

Mayor Miller stated that he asked City Manager Williams and Chief Van Hook what the level of staffing is at the Police Department, administration versus men on the street. He was told by both that the span of control is what is important at the Police Department. This plan would put the lieutenants over two squads which would allow the sergeant to deal with the men on his patrol squad and get to be on the street more often than being in the station doing reports. This will also help to eliminate some overtime. He feels it is a good program.

Answer on roll call: Ayes - Moss, Kypta, Tognarelli, Miller; Nays - None; Absent - None.

4. [Ordinance 4564 for the Tax Levy and Assessment of Taxes for 2012 for the City of Collinsville, Madison and St. Clair Counties, Illinois](#)

Motion by Councilman Kypta, seconded by Councilman Moss. Finance Director Ammann reported that this property tax ordinance is for a levy of \$2,483,000 the same amount it has been

since 2008, this being the fifth consecutive year. Council will remember that the 2012 and 2013 budgets had a 5% increase in both years but with the new cuts made by the City Manager, it has allowed us not to increase the levy. She noted that there has been a slight reallocation of that number between the General Fund and the Police and Fire Pension Funds. The General Fund will see a decrease of almost \$300,000. The Fire Pension Fund will increase by \$247,000 and the Police Pension Fund will increase by \$60,000 - all based on the Department of Insurance requirements.

Councilman Tognarelli asked if any revenue was added to allow for the video gaming revenue. Director Ammann stated that she understands the machines won't be in place for at least a year so she did not revise the numbers. Councilman Moss asked her to give information regarding Collinsville's tax rate as compared to other communities around us. Director Ammann stated that we won't know the actual tax rate until the EAV (Equalized Assessed Valuation) is in for both counties for several more months. This is the 2012 tax levy to be collected in 2013. She noted that the information provided in the Council's agenda packet was the 2011 tax information collected in 2012. That information shows Collinsville's rate at .6687 in St. Clair County and .6652 in Madison County. The only neighbor lower than us is Fairview Heights who does not levy a city property tax. We are lower than all the other nearby communities including Troy, Alton, Highland, Edwardsville, O'Fallon, etc. She talked about what she expects the EAV to do this year stating that she has reviewed the draft numbers put out by Madison County. She expects the EAV to remain stable as Madison County's draft numbers show a decrease of \$1.5 million but offsetting that is new construction in the amount of \$1.7 million.

Councilman Moss stated that we can talk about the rate but what is important is that the City is not levying any more taxes than we have in the last five years. Our levy has remained the same, this being the fifth year in a row. Director Ammann noted that individual taxpayers will see a change based on the evaluation of their properties but agreed that the City has not levied a dollar more in the past five years.

Councilman Tognarelli commended the City Manager and staff noting that there was a 5% property tax increase proposed for the last two years but because of staff's work and the Council's, we have been able to tighten our belts and make sacrifices so as not to raise the levy. He knows that departments are short on staff but everyone is working hard to keep up. He thinks we need to keep up that hard work and keep our noses to the grindstone until economic times change around.

Mayor Miller stated that over the past couple of years, our fund balance has been around 5-6% and by ordinance if it goes below 5%, the City Manager gets questioned as to what he's going to do to fix it. We are going to be much better off with our fund balance this year due to changes that were made by our City Manager. We will see an increase in our fund balance without raising taxes and he congratulated the City Manager.

Answer on roll call: Ayes - Moss, Kypta, Tognarelli, Miller; Nays - None; Absent - None.

5. [Resolution 5039 Providing for Tax Abatement for the General Obligation Refunding Bonds, Series 2012, of the City of Collinsville, Madison and St. Clair Counties, Illinois](#)

Motion by Councilman Tognarelli, seconded by Councilman Kypta. Director Ammann stated that this is a new resolution this year because of the 2012 bonds issued a couple months ago to refinance a portion of the 2006 bonds. Because they were issued as general obligation bonds to secure a lower rate, the counties are required to levy a tax but our intention was not to levy a tax. This resolution abates the property taxes for this issue.

Answer on roll call: Ayes - Moss, Kypta, Tognarelli, Miller; Nays - None; Absent - None.

6. [Resolution 5040 Providing for Tax Abatement for the General Obligation Tax Increment Bonds, Series 2009, of the City of Collinsville, Madison and St. Clair Counties, Illinois](#)

Motion by Councilman Moss, seconded by Councilman Tognarelli. Director Ammann stated the explanation is the same as the last agenda item but this is for the 2009 bonds for the Doubletree Hotel development. Bond payments are being made through by a 1% hotel/motel tax and partially with TIF funds. This resolution abates the property taxes for this issue.

7. [Resolution 5041 Providing for Tax Abatement for the General Obligation Bonds, Series 2007B, of the City of Collinsville, Madison and St. Clair Counties, Illinois](#)

Motion by Councilman Kypta, seconded by Councilman Tognarelli. Director Ammann stated that the 2007B bonds are being paid with TIF revenues and Fournie Lane business district sales tax. This resolution abates the property taxes for this issue.

Answer on roll call: Ayes - Moss, Kypta, Tognarelli, Miller; Nays - None; Absent - None.

8. [Resolution 5042 Providing for Tax Abatement for the General Obligation Bonds, Series 2007A, of the City of Collinsville, Madison and St. Clair Counties, Illinois](#)

Motion by Councilman Moss, seconded by Councilman Tognarelli. Director Ammann stated that the 2007A bonds are being repaid with Collinsville Crossing business district taxes. She noted that the Council has had conversations about this in the past year and the boundaries of the district were expanded effective as of January 1, 2013. This resolution abates the property taxes for this issue.

Answer on roll call: Ayes - Moss, Kypta, Tognarelli, Miller; Nays - None; Absent - None.

9. [Resolution 5043 Providing for Tax Abatement for the General Obligation Bonds, Series 2006, of the City of Collinsville, Madison and St. Clair Counties, Illinois](#)

Motion by Councilman Kypta, seconded by Councilman Moss. Director Ammann stated that the 2006 bonds were for the Sewer Plant expansion. She stated that this is the last year the Council will see this as the remainder will be refinanced in January 2013. Bonds are being paid with water/sewer fees. This resolution abates the property taxes for this issue.

Answer on roll call: Ayes - Moss, Kypta, Tognarelli, Miller; Nays - None; Absent - None.

10. [Resolution 5044 Providing for Tax Abatement for the General Obligation Refunding Bonds \(Alternative Revenue Source\), Series 2003B, of the City of Collinsville, Madison and St. Clair Counties, Illinois](#)

Motion by Councilman Tognarelli, seconded by Councilman Kypta. Director Ammann stated that the 2003B bonds were originally issued in 1991 for the water tower, were refinanced in 1993 and 2003. These bonds will pay off in 2013 from TIF funds. This resolution abates the property taxes for this issue.

Answer on roll call: Ayes - Moss, Kypta, Tognarelli, Miller; Nays - None; Absent - None.

11. [Ordinance 4565 Appointing a Councilman in the City of Collinsville, Illinois](#)

Mayor Miller noted that the Council has been advised that his appointment is Mrs. Joyce Biegert. Motion by Councilman Moss, seconded by Councilman Tognarelli.

Answer on roll call: Ayes - Moss, Kypta, Tognarelli, Miller; Nays - None; Absent - None.

City Clerk Brombolich administered the oath of office to Mrs. Joyce Biegert.

Mayor Miller welcomed Mrs. Biegert to the dais and noted that although it will be a short term, he appreciates her willingness to serve.

OLD BUSINESS

[CLOSED SESSION](#)

Mayor Miller announced a closed session pursuant to 5 ILCS 120/2c1. Motion by Councilman Tognarelli, seconded by Councilman Kypta. Answer on roll call: Ayes - Moss, Kypta, Tognarelli, Biegert, Miller; Nays - None; Absent - None.

[ANNOUNCEMENTS](#)

City Clerk Brombolich announced that the next meeting of the Council will be on January 14, 2013.

[ADJOURNMENT](#)

Motion by Councilman Moss, seconded by Councilman Biegert. Answer on roll call: Ayes - Moss, Kypta, Tognarelli, Biegert, Miller; Nays - None; Absent - None. Time: 8:48 p.m.

Collinsville City Council

Regular Meeting of 3/10/2014

CALL MEETING TO ORDER

Mayor Pro Tem Moss called the regular meeting to order at 7:30 p.m. at Collinsville City Hall.

ROLL CALL

All Council members were present except Mayor Miller. City Manager Williams, Corporate Counsel Giacoletto and City Clerk Brombolich were present.

INVOCATION

The invocation was given by Pastor Kevin Hancock of Good Samaritan Church of the Nazarene.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

PROCLAMATIONS/RECOGNITION/PRESENTATIONS

BUSINESS PRIOR TO PUBLIC INPUT

INPUT FROM RESIDENTS

Mayor Pro Tem Moss referred to Ordinance 4472. Bob DesPain, 108 Linwood, talked about our neighboring communities who have their fiscal years ending in April. He noted that in 1991, the City changed to end their fiscal year in December. He noted that the CAB was created at that time as well. He thinks the CAB needs to be under the control of the City Manager. He talked about what happened when he took a computer in for recycling and was asked for his phone number. He stated that the UDC has bylaws that say their meetings must be recorded but the CAB does not. He talked about a recent meeting of the CAB and how the Chairman called for input from residents. He asked that the Council designate the Manager to oversee the Boards and Commissions and that changing the fiscal year be discussed at the next meeting.

COMMENTS & ANNOUNCEMENTS - MAYOR

Mayor Pro Tem Moss stated that the Empty Bowl fundraiser was held last Wednesday at the KC Hall. She commended the Helping Hands Ministry operated by the Collinsville Ministerial Association, the community and everyone who worked so hard. She noted that the fundraiser is sponsored by the churches, service organizations and clubs, and businesses of Collinsville. It is a benefit for the food pantry which serves the citizens of Collinsville. She felt it was a huge effort and an awesome event.

COMMENTS & ANNOUNCEMENTS - COUNCIL MEMBERS

Councilman Tognarelli reiterated the success of the Empty Bowl fundraiser. He stated this was his first time at the event and it was an impressive show of the various organizations. He stated that there were lots of people who spent time waiting in line and were patient. He estimated there were 1,000 people there. He feels this is a good program.

COMMENTS & ANNOUNCEMENTS - CITY STAFF

CONSENT AGENDA

City Clerk Brombolich read the consent agenda as follows:

1. Motion to Approve Payment of Bills for the Period Ending February 28, 2014 in the Amount of \$751,905.52
2. Motion to Approve Payroll for the Periods Ending February 21, 2014 and March 3, 2014 in the Amount of \$552,217.09
3. Motion to Approve Minutes of the 2/10/14 Special Meeting/Strategic Session and the 2/24/14 Regular Meeting

Mayor Pro Tem Moss asked if the Council wished to pull any items from the consent agenda. No items were pulled. Motion by Councilman Kypta, seconded by Woolard. Answer on roll call: Ayes - Woolard, Kypta, Tognarelli, Moss; Nays - None; Absent - Miller.

NEW BUSINESS

1. [Ordinance 4690 Authorizing the City of Collinsville to Negotiate for the Acquisition and Termination of the Leasehold Interest of Stone Wheel, Inc. in Property Located on Main Street in Collinsville, Illinois](#)

Motion by Councilman Tognarelli, seconded by Councilman Kypta. Corporate Counsel Giacoletto stated that this property involves the Martha Manning building real estate noting that both buildings were bought by the City. He stated that all of the residential and all but one of the commercial tenants have relocated. However, Stonewheel has a long term lease at 701 W. Main and have been unable to relocate. He noted that this ordinance is a statutory requirement and although it serves as a precursor of eminent domain, it does not authorize that. This is property to be used for the relocation of the Collins House, a City park, and a parking lot. This property is not slated for private development but for the improvement of City infrastructure. This ordinance allows our attorney to negotiate with Stonewheel on their relocation. Answer on roll call: Ayes - Woolard, Kypta, Tognarelli, Moss; Nays - None; Absent - Miller.

2. [Ordinance 4691 Amending Ordinances 4113 and 4114 With Regard to the Acquisition of Property from Dale Maxville and Melvin Buetikofer](#)

Motion by Councilman Woolard, seconded by Councilman Tognarelli. Water/Wastewater Director Kress stated that in July of 2008, the Council approved the acquisition of property from Dale Maxville and Melvin Buetikofer for right-of-way for a sewer main extension for Sugarloaf sewers. Due to construction difficulties and possible future maintenance problems, the realignment of the sewer was necessary. This ordinance will allow us to trade the property purchased in 2008 for new property where the realignment goes. This will allow us to construct the sewer easier and cheaper and allow access for future maintenance. Answer on roll call: Ayes - Woolard, Kypta, Tognarelli, Moss; Nays - None; Absent - Miller.

3. [Motion to Award Bid and Authorize a Contract for Wastewater Treatment Plant Filter Media Replacement, Project #STP-547-14, to All Services Contracting Corp. in the Amount of \\$101,027.00](#)

Motion by Councilman Tognarelli, seconded by Councilman Kypta. Director Kress stated that bids were opened on 2-18-14 for the replacement of filter media on two of the four pressure filters at the Wastewater Treatment Plant. There was only one bid received although bid packages were sent to four different firms and it was advertised in the paper. He contacted each firm and bid packages were sent directly to them. All Service Contracting out of Decatur submitted the lone bid in the amount of \$101,027. He stated that this project was budgeted for one filter to be rehabbed in 2013 and one in 2014 but in order to save money, we combined the projects to save on mobilization. He noted that the bid received is over budget by 17%. He also noted that this has been the case the last three times bids were sought for this work, only one bid has been received each time. He will keep looking for bidders for this and stated that he did get ideas from Councilman Kypta that he will follow up on for the next time. Staff recommends approval of the bid award. Answer on roll call: Ayes - Woolard, Kypta, Tognarelli, Moss; Nays - None; Absent - Miller.

4. [Resolution 5086 in Support of the City's Surface Transportation Program Funding Application \(Sugar Loaf Pavement Reconstruction Project\)](#)

Motion by Councilman Woolard, seconded by Kypta. City Manager Williams stated that the City is applying for funds from the State to allow us to reconfigure the hill on Sugarloaf Road from 157 to the top. Currently, the surface is oil and chip and we want to make it asphalt. This resolution of support is required by the State. This is the first step in the project although it does not guarantee the funding. Councilman Tognarelli asked where the matching funds would be coming from and City Manager Williams stated from the Motor Fuel Tax Fund. Answer on roll call: Ayes - Woolard, Kypta, Tognarelli, Moss; Nays - None; Absent - Miller.

5. [Ordinance 4692 Authorizing Professional Services Agreement with Tetra Tech, Inc. \(2014 Continued Environmental Engineering for Closed City Landfill\)](#)

Motion by Councilman Kypta, seconded by Councilman Woolard. City Manager Williams reported that this is the same thing that comes to the Council every year for the past many years in order for us to close the landfill. This is for the run of the mill testing and reporting to the State. No updated news on the closure, but we are diligently working to get the landfill closed. Answer on roll call: Ayes - Woolard, Kypta, Tognarelli, Moss; Nays - None; Absent - Miller.

6. [Motion to Award Bid and Authorize Contract for Police Department Utility Vehicles, Project #EQP-569-14, to Reuther Ford in the Amount of \\$73,191](#)

Motion by Councilman Tognarelli, seconded by Councilman Woolard. Assistant Police Chief Coppotelli stated that bids were sent out for replacement vehicles for the Police Department and one bid was returned from Reuther Ford. He noted that the Police Department traditionally used Crown Vics but that vehicle is no longer being made and the Department bought the Taurus police interceptor last year. He stated that although the Taurus meets the Department's needs, the complaint is the lack of room for the officer. He noted that each vehicle is equipped with a lot of technology between computers and cameras which left them looking for something else. The officers test drove and liked the police Ford Explorer. He noted that it has the same engine as the Taurus, but is all wheel drive and has a bigger compartment for passenger and equipment. Staff is asking permission to buy three vehicles for \$73,191 including the trade in of three older Crown Vics, one 2007 and two 2008s, all at 150,000 miles.

Councilman Woolard asked how these vehicles compare to the others for fuel and maintenance costs. Major Coppotelli stated they have the same engine and per the manufacturer, the fuel cost is 1.5 to 2.5 mpg more than the interceptor. The additional cost for the vehicle as compared to the Taurus is \$1,000 to \$1,200 depending on the bid process. He feels we are getting a lot more car for the money.

Councilman Kypta asked how the equipment will fit in these new vehicles. Major Coppotelli stated that most of the equipment will not fit, just like it didn't fit when we switched to the Taurus. He noted that the radio, console and light bars can be re-used. The seats and bars on the windows will not fit. It will cost us a little more but once we get them outfitted, the equipment will fit the Taurus as well.

Councilman Tognarelli feels it is a good decision to purchase the Explorer. He feels for \$1200 we are getting a safer and more substantial vehicle. It will give the police more versatility. Major Coppotelli noted these vehicles will probably have a higher resale value later. Councilman Moss agrees, noting that when she saw the new Taurus, she noted that they were smaller and knew it was going to be crowded. She asked if they are a larger wheel base than the normal Explorers. Major Coppotelli stated that he is not sure. The officers did test drive one for about a month and they loved it. He noted that O'Fallon and Fairview Heights both have 3 or 4 of these vehicles in their fleet as well as Granite City and Fairmont City. This was researched for the last six months with a committee of patrol officers. Councilman Moss asked if the Department will consider moving forward with these vehicles from now on. Major Coppotelli stated that they are looking for a vehicle that they can stick to since it makes maintenance much easier. Councilman Moss thinks being higher up in the SUV is better for visibility. Answer on roll call: Ayes - Woolard, Kypta, Tognarelli, Moss; Nays - None; Absent - Miller.

7. [Ordinance 4693 Authorizing Expenditure of TIF Funds \(Gateway Center\)](#)

Motion by Councilman Tognarelli, seconded by Councilman Kypta. Economic Development/TIF Director Kennett stated that this TIF application from Gateway Center is for a reimbursement of the money they send to the City each year. Five projects are on the list with the

last two already being done and paid for as emergencies. This request is similar to the 2012 TIF reimbursement they received for the replacement of HVAC units.

Councilman Tognarelli asked if that takes care of all of their HVAC units. Penny Moore, Director of Operations for Gateway Center, noted that this will take care of 50% of their rooftop units. Councilman Tognarelli stated that he knew we have been talking about replacing some each year for several years. He feels Gateway Center is the crown jewel and driving force of the Eastport area. The Center needs to be maintained and he feels this is a great project. Councilman Moss noted that the application sent was very complete and underscores the fact that the Center is an economic engine for our community. We want it to be comfortable and safe for everyone who is there. Answer on roll call: Ayes - Woolard, Kypta, Tognarelli, Moss; Nays - None; Absent - Miller.

OLD BUSINESS

CLOSED SESSION

ANNOUNCEMENTS

ADJOURNMENT

Motion by Councilman Tognarelli, seconded by Councilman Woolard. Answer on roll call: Ayes - Woolard, Kypta, Tognarelli, Moss; Nays - None; Absent - Miller. Time: 8:00 p.m.

AGENDA ITEM REPORT

DATE OF MEETING: December 12, 2016

ITEM:

Ordinance Authorizing the Mayor to Execute an Employment Agreement/Contract with Mr. Kevin Edmond for the Position of Fire Chief

STRATEGIC PLAN GOAL: Goal #2: "Safest City"

BACKGROUND:

The City has offered an employment agreement to Mr. Kevin Edmond for the position of Fire Chief. This offer comes at the conclusion of an executive search conducted by the Illinois Fire Chief's Association (IFCA). This search and evaluation process was intricate and collaborative, encompassing interviews with stakeholders, the conducting of an Assessment Center, and interviews with the top three (3) applicants. At the conclusion of this process Mr. Edmond was identified as the top and preferred applicant unanimously by the selection committee.

Lowenbaum Law aided in the drafting of the employment agreement/contract. The contract for employment includes the following key points for reference:

1. The start date is established at January 17, 2017;
2. The term of the contract is for 3 years, which at its conclusion the Mr. Edmond shall serve as an "at will" employee;
3. The salary is established at \$100,000, which is less than the \$102,020 budgeted for 2017;
4. Should the contract be terminated, severance is established at six (6) months compensation, or the balance of the contract, whichever is less. Past contracts have obligated the City for a complete payout of the remaining contract;
5. Mr. Edmond will be relocating from Mentor, OH and will be required to establish residency in Collinsville within 12 months of his start date (before January 17, 2018);
6. Moving expenses are provided and are capped at \$9,000. This amount is fair as Mentor, OH is approximately 570 miles from Collinsville and when considering past compensation practices for moving expenses of \$5,000 from Affton, MO in 2012 this is fair to both Mr. Edmond and the City. Should the contract be terminated then these expenses are required to be paid back to the City on a pro-rata basis. The City has historically included moving expenses absent any repayment provision should the contract be terminated; and
7. The contract requires compliance with two (2) separate codes of ethics; The Fire Fighters Code of Ethics, adopted by the National Society of Executive Fire Officers; and The Code of Ethics for Fire Chiefs, adopted by the Illinois Fire Chief's Association (IFCA). This represents the first time a contract other than the City Managers has referenced a code of ethics.

RECOMMENDATION:

The City Manager recommends the City Council adopt the ordinance thereby authorizing the Mayor to execute the employment agreement/contract with Mr. Kevin Edmond for the position of Fire Chief.

ITEM SUBMITTED BY:

Mitchell E. Bair, AICP, City Manager

ATTACHMENTS:

Ordinance

Employment Agreement/Contract

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN
EMPLOYMENT AGREEMENT WITH MR. KEVIN EDMOND FOR THE
POSITION OF FIRE CHIEF**

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Collinsville, that the Mayor is authorized to sign the Agreement attached hereto, which is hereby approved as to form, between the City and Mr. Kevin Edmond with regard to the appointment and employment as the Fire Chief, to commence and be effective January 17, 2017.

PASSED by the City Council and approved by the Mayor on _____, 2016.

AYES:

NAYS:

ABSENT:

APPROVED: _____, 2016

MAYOR

ATTEST: _____
CITY CLERK

ORDINANCE NO. _____

FIRE CHIEF EMPLOYMENT AGREEMENT

This **EMPLOYMENT AGREEMENT**, made this ___ day of January, 2017, between the **City of Collinsville, Illinois**, hereinafter alternatively referred to as the "City" or "City Council" and **Kevin Edmond**, hereinafter referred to as the "Fire Chief."

WITNESSETH:

WHEREAS, the City Manager and the City Council have negotiated the terms and conditions for the employment of Kevin Edmond as the Fire Chief for the City of Collinsville, and;

WHEREAS, the City Manager, City Council and the Fire Chief wish to set forth the terms in greater detail governing their future employment relationship.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, the parties agree as follows:

I. EMPLOYMENT AND TERM

(A) The City hereby hires and employs the Fire Chief, and the Fire Chief accepts employment from the City upon terms and conditions herein set forth.

(B) The term of the Employment Agreement shall commence and be effective as of January 17, 2017 and shall continue through January 17, 2020, or as otherwise hereinafter provided. Continued employment subsequent to the third annual anniversary date of this Agreement will be as at-will relationship on the part of the City and the Fire Chief. In the absence of a notice of termination by City or notice of resignation by the Fire Chief on or after the third anniversary, continued employment at-will shall be presumed. The provisions of Section IV(B) of this Agreement shall be effective through the expiration of this Agreement.

(C) In any areas that this Agreement is silent, the general policies, procedures, handouts or manuals regarding employees of City in effect from time to time shall control the terms of the employment relationship. In the event that the said policies of the City conflict with the terms of this Agreement, this Agreement shall prevail. Prior to execution of this Agreement, the Fire Chief will be provided copies of all general policies, procedures, handouts or manuals referenced in this paragraph. In addition, throughout his employment with the City, the City will timely provide the Fire Chief a copy of any general policies, procedures, handouts or manuals implemented or revised during the term of his employment.

II. DUTIES AND RESPONSIBILITIES OF THE FIRE CHIEF

(A) The Fire Chief shall faithfully and efficiently undertake all duties assigned to him by the City Manager and/or the City Council. The City, at its discretion, may alter the duties and responsibilities associated with the performance of the Fire Chief's position, provided such terms and conditions are not inconsistent with, in conflict with and/or do not alter the terms and conditions of this Agreement or any law.

(B) The Fire Chief shall comply with, and honor the Fire Fighters Code of Ethics as adopted by National Society of Executive Fire Officers and the Code of Ethics for Fire Chiefs as adopted by the Illinois Fire Chiefs Association.

(C) The Fire Chief must work diligently, utilizing his best efforts in the performance of his duties. He must devote his entire business time, attention and energies to the performance of his duties. He may not actively engage in any income or profit-generating activities without the prior written consent of the City Manager.

III. PERFORMANCE EVALUATION

(A) The City Manager shall review and evaluate the performance of the Fire Chief at least once annually. The City Manager shall develop the criteria and metrics for the said review and evaluation with input from the Fire Chief. The criteria and metrics utilized to evaluate the Fire Chief's performance may be amended from time to time at the City Manager's discretion upon fair notice to the Fire Chief.

(B) The Fire Chief and the City Manager shall define such goals and performance objectives which they determine necessary for the efficient and proper operation of the Fire Department and shall further establish a relative priority among those various goals and objectives; said goals and objectives to be reduced to writing. They shall generally be attainable within the time limitations, as specified, and the annual operating and capital budgets and appropriations provided.

IV. COMPENSATION AND BENEFITS

(A) The City shall pay the Fire Chief for his services rendered pursuant hereto an annual base salary of \$100,000.00 payable in installments at the same time other employees are paid. The base salary shall be adjusted by the City Council on an annual basis at the same level equal to or greater than the average increase given to non-union, full time department head management personnel.

(B) The Fire Chief is entitled to participate in all of the employee benefits plans and employee benefit programs provided by the City to other City department heads in accordance with applicable City personnel rules and policies (including Downstate Fire Fighter Pension Fund), as those benefits may be changed by the City Council from time to time, and subject to the rules and policies applicable to those plans and programs. No provision of this Agreement is intended to limit, and no provision shall be construed or applied to limit, the right or ability of the City Council to change or eliminate any employee benefit plan or program, so long as any changes to such benefit plans or programs apply to both the Fire Chief and all other City department heads.

(C) The City will reimburse the Fire Chief for reasonable and appropriate miscellaneous business expenses properly incurred in the course of performing the duties of his position. The Fire Chief shall timely submit all receipts and other supporting documentation requested by the City and shall complete all such requests and make such accountings as required under applicable City policies related to expense reimbursement.

(D) The City pays the Fire Chief \$9,000.00 to offset the cost of his moving expenses. Should the Fire Chief's employment with the City terminate (either voluntarily or involuntarily) during the term of this Agreement, he shall reimburse the City \$9,000.00 in the event his employment is terminated before the first anniversary of this Agreement, he shall reimburse the City \$6,000.00 in the event his employment is terminated after the first anniversary of this Agreement but before the second anniversary of this Agreement, and he shall reimburse the City \$3,000.00 in the event his employment is terminated after the second anniversary of this Agreement but before January 17, 2020.

(E) The Fire Chief shall be entitled to up to three (3) weeks paid vacation during his first year of employment and accrued annually on an anniversary basis thereafter.

(F) The City shall provide the Fire Chief with an appropriate vehicle pursuant to the City's Personnel Manual, other applicable policies, rules or regulations

V. RESIDENCY

As an express condition of this Agreement, the Fire Chief shall establish his residency within the corporate limits of the City of Collinsville within one (1) year of the Effective Date of this Employment Agreement.

VI. TERMINATION

(A) The basic term of this Agreement shall be from January 17, 2017 through January 17, 2020. The Fire Chief serves at the pleasure of the City Council as set forth in the provision of the Municipal Code. The parties agree that nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Council to terminate the services of the Fire Chief at any time.

(B) In the event the Fire Chief's employment is terminated and he is removed from the Fire Chief position by the City for any reason other than those set forth in Paragraph C and its associated sub-paragraphs, the City shall be obligated to make contractual payments to the Fire Chief on a monthly basis, for a period of six (6) months, or for the balance remaining in the contract, whichever is less, in a sum equal to his salary and the amount the City paid for insurance and all other benefits for Fire Chief at the time he is removed as Fire Chief of the City. Any contractual payment that is not based on a complete calendar month shall be prorated to a daily basis. Upon removal from the Fire Chief position, the Fire Chief shall no longer be deemed an employee, contractor, consultant or agent of the City.

(C) Notwithstanding the provisions of Paragraph B above, the City shall have no obligation to make contractual payments to the Fire Chief for a period of six (6) months following his removal from the Fire Chief position if his termination arises from:

1. His conviction or plea of guilty to any misdemeanor or felony criminal act.
2. Any act or conduct or conduct on his part that constitutes a misdemeanor or felony under the laws of the United States or State of Illinois, as determined by the City after conducting a reasonable investigation of the facts which such investigation shall include providing the Fire Chief with notice of the nature of the alleged misconduct and an opportunity to respond.
3. Any act of indecency or moral turpitude, theft, fraud or falsification, as determined by the City after conducting a reasonable investigation of the facts which such investigation shall include providing the Fire Chief with notice of the nature of the alleged misconduct and an opportunity to respond.
4. Material breach of this Employment Agreement, as determined by the City after conducting a reasonable investigation of the facts which such investigation shall include providing the Fire Chief with notice of the nature of the alleged breach and an opportunity to respond.
5. Failure to perform his assigned duties after have being given written notice of such failure and five (5) business days to cure of such failure.
6. Failure to render aid during an emergency in a situation that falls under the scope of his reasonable assigned duties, as determined by the City, after conducting a reasonable investigation of the facts which investigation shall include providing the Fire Chief with notice of the nature of the alleged misconduct and an opportunity to respond.
7. The disability of the Fire Chief from performing his duties for a period beyond the utilization any accrued vacation, sick leave and any other such leave offered in accordance with applicable state or federal law.
8. By a finding of just cause (acts involving moral turpitude or conduct unbecoming an officer of the City) by the City Council in accordance with the procedures set forth in applicable state statutes, and cases provided therefore, as to the termination of a Fire Chief in the State of Illinois.

(D) If the Fire Chief's employment terminates for the reasons set forth any of the subsections following Paragraph (C), above, the City shall have no obligation to pay the severance pay as provided but he shall receive payment for all accumulated leave time including vacation, sick leave and other time allowed by law.

(E) In the event the Fire Chief voluntarily resigns his position with the City, the Fire Chief shall give the City sixty (60) days written notice in advance, but shall not be entitled to the severance pay as found in Paragraph (B) but he shall receive payment for all accumulated leave time including vacation, sick leave and other time as allowed under the law.

(F) If the Fire Chief is permanently disabled or is otherwise unable to perform his duties with reasonable accommodation because of sickness, accident, injury, mental incapacity or health, the City shall have the option to terminate this Agreement subject to the severance pay requirements of Paragraph (B). However, the City will not exercise its option to terminate the Agreement until the Fire Chief's utilization of all vacation and sick leave.

VII. GENERAL PROVISIONS

(A) The City shall defend, save harmless and indemnify the Fire Chief against any tort, professional liability claim or demand, or any other legal action whether groundless or otherwise, arising out of an act or omission occurring in the legitimate and proper performance of the Fire Chief of his duties for the City in this capacity. The City shall defend or settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. The Fire Chief shall have no financial responsibility, or suffer no financial loss, as a result of any action brought against him as it relates to his undertaking of the duties of Fire Chief.

(B) The Fire Chief acknowledges that the Fire Chief has had and will have access to confidential information ("Confidential Information") of, about, and belonging to, the City. Confidential Information does not include public documents or information that would otherwise constitute Confidential Information but that has become public. The Fire Chief covenants and warrants that, both during and after the Employee's term of employment, the Employee will not directly or indirectly use, divulge, furnish, or make accessible Confidential Information to any person, firm, or corporation other than persons, firms or corporations employed and/or retained by the City in a fiduciary capacity without the prior express written authorization of the City, but instead the Fire Chief will keep all Confidential Information strictly and absolutely confidential except as otherwise provided in this Agreement or as required by the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*

(C) All internal plans, financial data, reports, memoranda, correspondence, and all other documents pertaining to the current or prospective business, operations and/or initiatives of the City are and will at all times remain the property of the City.

(D) This Agreement constitutes the sole and entire agreement between the City and the Fire Chief relating to the employment of the Fire Chief by the City. This Agreement supersedes all prior or contemporaneous agreements, understandings, and representations, oral and written, with respect to the employment of the Fire Chief by the City.

(E) The parties may amend any provision of this Agreement in writing signed by both parties. Any such amendments will be deemed to be a part of this Agreement.

(F) This Agreement is binding on the City and the Fire Chief, as well as his heirs, assigns, executors, personal representatives and successors in interest.

(G) The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. If any provision of this Agreement is held to be invalid, then the remaining provisions will be deemed to remain in full force and effect.

(H) Any failure in the exercise of either party to enforce any provision of this Agreement shall not prejudice the party's right to demand strict performance or enforcement of any future performance required under this Agreement.

(I) Nothing in this Agreement shall be deemed a waiver of Fire Chief's rights under applicable COBRA regulations, as may be amended from time to time.

(J) This Agreement with respect to the Fire Chief is personal in nature and the Fire Chief will not assign this Agreement or any of the Fire Chief's rights or obligations under this Agreement without the written consent of the City.

(K) The execution, validity, construction, interpretation, performance and enforcement of this Agreement is governed by the internal laws, but not the conflict of laws rules, of the State of Illinois. Nothing in this Agreement is intended to abrogate the Fire Chief's rights and obligations under Illinois law.

(L) The parties mutually acknowledge that they have entered into this Agreement voluntarily and have had an opportunity to have this Agreement reviewed by counsel of their choosing.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the parties have signed this Agreement the ____ day of _____, 2016.

CITY OF COLLINSVILLE

FIRE CHIEF

John Miller, Mayor

Kevin Edmond

FIREFIGHTER CODE OF ETHICS

Background

The Fire Service is a noble calling, one which is founded on mutual respect and trust between firefighters and the citizens they serve. To ensure the continuing integrity of the Fire Service, the highest standards of ethical conduct must be maintained at all times.

Developed in response to the publication of the [Fire Service Reputation Management White Paper](#), the purpose of this National Firefighter Code of Ethics is to establish criteria that encourages fire service personnel to promote a culture of ethical integrity and high standards of professionalism in our field. The broad scope of this recommended Code of Ethics is intended to mitigate and negate situations that may result in embarrassment and waning of public support for what has historically been a highly respected profession.

Ethics comes from the Greek word ethos, meaning character. Character is not necessarily defined by how a person behaves when conditions are optimal and life is good. It is easy to take the high road when the path is paved and obstacles are few or non-existent. Character is also defined by decisions made under pressure, when no one is looking, when the road contains land mines, and the way is obscured. As members of the Fire Service, we share a responsibility to project an ethical character of professionalism, integrity, compassion, loyalty and honesty in all that we do, all of the time.

We need to accept this ethics challenge and be truly willing to maintain a culture that is consistent with the expectations outlined in this document. By doing so, we can create a legacy that validates and sustains the distinguished Fire Service institution, and at the same time ensure that we leave the Fire Service in better condition than when we arrived.



FIREFIGHTER CODE OF ETHICS

I understand that I have the responsibility to conduct myself in a manner that reflects proper ethical behavior and integrity. In so doing, I will help foster a continuing positive public perception of the fire service. Therefore, I pledge the following...

- Always conduct myself, on and off duty, in a manner that reflects positively on myself, my department and the fire service in general.
- Accept responsibility for my actions and for the consequences of my actions.
- Support the concept of fairness and the value of diverse thoughts and opinions.
- Avoid situations that would adversely affect the credibility or public perception of the fire service profession.
- Be truthful and honest at all times and report instances of cheating or other dishonest acts that compromise the integrity of the fire service.
- Conduct my personal affairs in a manner that does not improperly influence the performance of my duties, or bring discredit to my organization.
- Be respectful and conscious of each member's safety and welfare.
- Recognize that I serve in a position of public trust that requires stewardship in the honest and efficient use of publicly owned resources, including uniforms, facilities, vehicles and equipment and that these are protected from misuse and theft.
- Exercise professionalism, competence, respect and loyalty in the performance of my duties and use information, confidential or otherwise, gained by virtue of my position, only to benefit those I am entrusted to serve.
- Avoid financial investments, outside employment, outside business interests or activities that conflict with or are enhanced by my official position or have the potential to create the perception of impropriety.
- Never propose or accept personal rewards, special privileges, benefits, advancement, honors or gifts that may create a conflict of interest, or the appearance thereof.
- Never engage in activities involving alcohol or other substance use or abuse that can impair my mental state or the performance of my duties and compromise safety.
- Never discriminate on the basis of race, religion, color, creed, age, marital status, national origin, ancestry, gender, sexual preference, medical condition or handicap.
- Never harass, intimidate or threaten fellow members of the service or the public and stop or report the actions of other firefighters who engage in such behaviors.
- Responsibly use social networking, electronic communications, or other media technology opportunities in a manner that does not discredit, dishonor or embarrass my organization, the fire service and the public. I also understand that failure to resolve or report inappropriate use of this media equates to condoning this behavior.

Developed by the National Society of Executive Fire Officers



Policy Statement

Code of Ethics for Fire Chiefs

The purpose of the Illinois Fire Chiefs Association is to promote excellence in the fire service by providing a network of information sharing and opportunities to our diverse membership and associated partnerships through education, legislation, and technical means. Towards this endeavor, every member of the Illinois Fire Chiefs Association shall represent the ethical principles consistent with professional conduct as members of the IFCA. In support of the International Association of Fire Chiefs Code of Ethics, the IFCA will uphold the following ethical principles:

- Recognize that we serve in a position of public trust that imposes responsibility to use publicly owned resources effectively and judiciously.
- Not use a public position to obtain advantages or favors for friends, family, personal business ventures, or ourselves.
- Use information gained from our positions only for the benefit of those we are entrusted to serve.
- Conduct our personal affairs in such a manner that we cannot be improperly influenced in the performance of our duties.
- Avoid situations whereby our decisions or influence may have an impact on personal financial interests.
- Seek no favor and accept no form of personal reward for influence or official action.
- Engage in no outside employment or professional activities that may impair or appear to impair our primary responsibilities as fire officials.
- Comply with local laws and campaign rules when supporting political candidates and engaging in political activities.
- Handle all personnel matters on the basis of merit.
- Carry out policies established by elected officials and policy makers to the best of our ability.
- Refrain from financial investments or business that conflicts with, or is enhanced by our official position.
- Refrain from endorsing commercial products through quotations, use of photographs, testimonials, for personal gain.
- Develop job descriptions and guidelines at the local level to produce behaviors in accordance with the code of ethics.

- Conduct training at the local level to inform and educate local personnel about ethical conduct and policies and procedures.
- Have systems in place at the local level to resolve ethical issues.
- Orient new employees to the organization's ethics program during new-employee orientation.
- Review the ethics management program in management training experiences.
- Deliver accurate and timely information to the public and to elected policymakers to use when deciding critical issues.

Category: Policy & Position Statement

Policy Number: 04-05

Proposed By: Executive Board

Date of Adoption: 2/6/04

Date of Review:

Revised Date:

AGENDA ITEM REPORT

DATE OF MEETING:

December 12, 2016

ITEM:

Ordinance Extending the Moratorium on the Issuance of New Liquor Licenses through January 31, 2017

STRATEGIC PLAN GOAL:

Goal #1: "Preferred Place to Live", Goal 2: "Safest City", and Goal #4: "Strong & Diverse Economy"

BACKGROUND:

The attached ordinance extends the moratorium on the issuance of new Liquor Licenses through January 31, 2017. This extension is required to effectively amend the Liquor Control Ordinance for the City.

RECOMMENDATION:

Staff recommends approval of the Ordinance Extending the Moratorium on the Issuance of New Liquor Licenses through January 31, 2017.

ITEM SUBMITTED BY:

Steve Giacoletto, Corporate Counsel

ATTACHMENTS:

Ordinance

ORDINANCE NO. _____

**AN ORDINANCE EXTENDING THE MORATORIUM
ON THE ISSUANCE OF NEW LIQUOR LICENSES
IN THE CITY OF COLLINSVILLE, ILLINOIS**

WHEREAS, on September 12, 2016, the City Council did pass City Ordinance No. 16-77 entitled “An Ordinance Establishing a Moratorium on the Issuance of New Liquor Licenses in the City of Collinsville, Illinois”, which was set to expire ninety (90) days thereafter;

WHEREAS, the City Council has determined that it needs additional time in which to analyze and update its Liquor Code and as such wishes to extend the Moratorium on the Issuance of New Liquor Licenses until January 31, 2017;

WHEREAS, the City Council finds that the subject matter of this ordinance is urgent, and that this ordinance shall be effective immediately upon its passage pursuant to Section 1-2-4 of the Illinois Municipal Code (65 ILCS 5/1-2-4);

WHEREAS, the City’s existing Municipal Code allows for the issuance of licenses permitting the sale of alcohol within the Collinsville corporate limits;

WHEREAS, the City Council finds that the approval and issuance of new liquor licenses would be detrimental to the public health, safety and welfare of the City and its citizens;

WHEREAS, the City Council finds that it is necessary to protect the public health, safety and welfare of the people of Collinsville, to provide amendments to the existing City Liquor Code so as to provide a more comprehensive treatment for liquor license applications, approval, issuance, and enforcement;

WHEREAS, aforesaid amendments to the City's Liquor Code require in depth analysis, calculation, and subsequent procedures before the City Council;

WHEREAS, the City Council finds that in order to protect the public health, safety and welfare of the City, it is necessary to pass an ordinance extending the prohibition of the approval and issuance of new liquor licenses during the period that amendments to the City's Liquor Code is being evaluated and prepared.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLLINSVILLE, as follows:

Section 1: With the exception as provided for in Section 3 of this Ordinance, no new liquor licenses shall be approved and issued by the Mayor and/or the City until January 31, 2017, earlier if so determined by vote of the City Council;

Section 2: That Section 1 of this Ordinance supersedes any other Ordinances or codes of the City regulating the approval and issuance of liquor licenses for the period that this Ordinance is in effect.

Section 3: That upon application to the City, applications may be accepted, approved, and liquor licenses issued it is determined by the City Council that the license applied for in is an area or of the type in which the City's public health, safety, and welfare are not at risk pending the updating of its liquor code.

Section 4: That this Ordinance shall not be effective against the renewal of existing licenses so long as the license holders are in full compliance with the City's Ordinances and liquor code.

Section 5: That any violation of this Ordinance shall subject the offender to the applicable penalty provisions of the Collinsville Municipal Code, and each day upon which a violation occurs shall be considered a separate and independent violation.

Section 6: If any part of this Ordinance is found to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or effectiveness of the remaining provisions of this Ordinance and said Ordinance shall be read as if said invalid provision was struck therefrom and the context thereof changed accordingly with the remainder of the Ordinance to be and remain in full force and effect.

Section 7: This Ordinance is effective immediately upon its passage and recording in the City Clerk's office pursuant to Section 1-2-4 of the Illinois Municipal Code (65 ILCS 5/1-2-4).

PASSED by two-thirds (2/3) majority vote of the City Council on December 12, 2016.

AYES:

NAYS:

ABSENT:

APPROVED: _____, 2016

MAYOR

ATTEST: _____
CITY CLERK

RECORDED: _____, 2016

ORDINANCE NO. _____

**AN ORDINANCE EXTENDING THE MORATORIUM
ON THE ISSUANCE OF NEW LIQUOR LICENSES
IN THE CITY OF COLLINSVILLE, ILLINOIS**

CERTIFICATE OF PUBLICATION

State of Illinois)
) SS
County of Madison)

I, Kim Wasser, certify that I am the duly appointed and acting Municipal Clerk of the City of Collinsville, Illinois.

I further certify that on the 12th day of December, 2016, the Corporate Authorities of the City of Collinsville, Illinois, passed and approved Ordinance No. _____, entitled:

ORDINANCE NO. _____

**AN ORDINANCE EXTENDING THE MORATORIUM
ON THE ISSUANCE OF NEW LIQUOR LICENSES
IN THE CITY OF COLLINSVILLE, ILLINOIS**

which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. _____, including the ordinance and a cover sheet thereof, was prepared and a copy of such ordinance will be posted in the Collinsville City Hall, commencing on the 13th day of December, 2016, and continuing for at least ten (10) days thereafter. Copies of such ordinance were also available for public inspection upon request at the office of the City Clerk.

Dated at Collinsville, Illinois, this 13th day of December, 2016.

Kim Wasser, City Clerk

(SEAL)