



AGENDA
CITY COUNCIL MEETING

City Hall – Council Chambers
3600 Kirchoff Road
Rolling Meadows, IL 60008

January 27, 2026
7:00 p.m.

CALL TO ORDER: Mayor Lara Sanoica

PLEDGE OF ALLEGIANCE TO THE FLAG:

ROLL CALL: KAREN MCHALE, NICK BUDMATS, KEVIN O'BRIEN, JENIFER VINEZEANO,
STEFANIE BOUCHER, MANDY REYEZ, MIKE KOEHLER

NEXT ORDINANCE NO. **26-03**
NEXT RESOLUTION NO. **26-R-07**

MOTION TO APPROVE CITY COUNCIL MINUTES OF THE JANUARY 13, 2026 CITY COUNCIL MEETING

MAYOR'S REPORT:

WARD REPORTS:

MEETING OPEN TO THE PUBLIC FOR 20 MINUTES:

PENDING:

A) Ordinance No. **26-03** – Amend Section 6-37(a)(5) of the City Code in order to Reduce by One (1) and Increase by One (1) the Maximum Number of Class B-1 Liquor Licenses Issued in the City of Rolling Meadows (Good News Gas & Food Inc. / RMBP Food Mart Inc. located at 2059 Hicks Road) (2nd Reading)

ORDINANCES:

B) Ordinance No. **26-00** – Amend the City Code Regarding the Dissolution of the Economic Development Committee of the City of Rolling Meadows (1st Reading)

NEW BUSINESS:

C) MOTION TO APPROVE PAYMENT OF BILLS ON WARRANT January 27, 2026

CONSENT RESOLUTIONS:

D) Resolution No. **26-R-07** – Approve the Retainment of Closed Session Minutes and Recordings

- E) Resolution No. **26-R-08** – Approve Updates and Amendments to the City of Rolling Meadows Employee Manual

- F) Resolution No. **26-R-09** – Waive Mechanical Permit Fees for the Rolling Meadows Park District (3939 Winnetka Avenue)

- G) Resolution No. **26-R-10** – Approve an Umbrella License Agreement with Delta Communications LLC d/b/a Clearwave Fiber for Fiberoptic Cable Installation

- H) Resolution No. **26-R-11** – Approve an Umbrella License Agreement with Ezee Fiber Texas, LLC for Fiberoptic Cable Installation

- I) Resolution No. **26-R-12** – Approve and Authorize an Extension Agreement between the City of Rolling Meadows and Flood Brothers Disposal Company for Residential Curbside Recycling Collection Services

- J) Resolution No. **26-R-13** – Authorize a Performance Bonus for City Manager Rob Sabo

- K) Resolution No. **26-R-14** – Authorize the Fiscal Year 2026 Locating Services Contract with US Infrastructure Corporation (USIC) in a Not to Exceed Amount of \$66,201.00

- L) Resolution No. **26-R-15** – Authorize a Supplemental Agreement with Tracy & Ed Construction, Inc. (TEC) for Additional Project Services for Lift Station 3 Directional Boring, in an Amount Not to Exceed \$40,389.00

- M) Resolution No. **26-R-16** – Award a Construction Contract to Commonwealth Edison Company for Lift Station 3 Electric Power Upgrades in a not to exceed amount of \$30,017.68

- N) Resolution No. **26-R-17** – Authorize the Purchase of a HP Latex 730 64" Wide Format Printer from IT Supplies for Traffic Sign Shop in the Amount of \$25,368.00

- O) Resolution No. **26-R-18** – Approve a Professional Services Agreement with Christopher B. Burke Engineering, LTD (2026 Community Development Engineering Services)

OTHER BUSINESS & REPORTS:

Mayor's Appointments: None

Mayor's Proclamations: None

City Clerk's Report: None

City Staff Reports: 1) Community Items of Interest
 2) February 10, 2026 City Council Draft Agenda

MATTERS NOT ON THE AGENDA:

CLOSED SESSION:

Personnel – 5 ILCS 120/2 (c) (1) of the Illinois Open Meetings Act - To consider the appointment, employment, compensation, discipline, performance, or dismissal of a specific employee of the public body.

ADJOURNMENT:



**CITY COUNCIL
MEETING MINUTES
January 13, 2026
DRAFT**

Mayor Sanoica called the Council meeting to order at 7:00 p.m.

The Pledge of Allegiance

ROLL CALL

Present: McHale, Budmats, O'Brien, Boucher, Reyez, Koehler

Absent: Vinezeano

With 6 present and 1 absent. Mayor Sanoica declared that a quorum was present.

Members of the audience were reminded that the proceedings are recorded for current and future broadcast.

Staff Members Present: City Manager Rob Sabo, Assistant City Manager/Community Development Director Glen Cole, Deputy City Clerk Judy Brose, Assistant Finance Director Shelley Dulmage, Police Chief Tony Peluso, Fire Chief Pete Sutter, Director Public Works Aaron Grosskopf, Assistant Director Public Works/City Engineer Marie Higginson, Deputy Chief Information Officer Kelly Vlieger, Human Services Director Dr. Natalia Nieves, and City Attorney Melissa Wolf

APPROVAL OF MINUTES

Mayor Sanoica asked for a motion to approve the Minutes of the December 16, 2025 Committee of the Whole Meeting. Alderperson McHale made the motion and was seconded by Alderperson O'Brien. A voice vote approved the Minutes as presented.

Mayor Sanoica asked for a motion to approve the Minutes of the December 16, 2025 City Council Meeting. Alderperson Boucher made the motion and was seconded by Alderperson O'Brien. A voice vote approved the Minutes as presented.

MAYOR'S REPORT: None

WARD REPORTS: None

MEETING OPEN TO THE PUBLIC FOR 20 MINUTES

Mayor Sanoica read the rules of procedures for addressing the City Council.

Fr. David H., Lukas A., Yassef M., Virina B., Sylvia T., Bernie R., Johnny M., Andre M., Mark M., Meena G., Fr. Yohanna, Mina A., spoke in favor of the special use permit for St. Mary's Coptic Orthodox Church gymnasium.

Mary C., Jim N., Beth W., Margaret H., spoke in opposition of the special use permit for St. Mary’s Coptic Orthodox Church gymnasium.

Carolina B., stated that she’s in favor of the special use permit but doesn’t agree with the large structure.

Joey M., owner of lot 20 in Highland Meadows subdivision in Ward 1, spoke regarding drafting a master intergovernmental agreement with several partners to resolve flooding concerns. While he is not authorized to serve as the lead on the grant, he is responsible for organization it

PENDING:

A) Ordinance No. 26-01 – Approve a Plat of Subdivision and Grant a Special Use Permit for a “Religious Institution” (St. Mary’s Coptic Orthodox Church Gymnasium – 3839 W. Frontage Rd.) (2nd Reading)

Mayor Sanoica read the title into record and asked for a motion to adoption this Ordinance. Alderperson Boucher made the motion and was seconded by Alderperson Koehler.

Mayor Sanoica noted that this Ordinance includes certain revisions from the first reading as recommended by Staff related to the conditions set forth in section 4 of the Ordinance. The agenda packet has been updated with this revised Ordinance and the City Council has been provided a copy of the Ordinance via email as well as a hard copy on the dais.

Alderperson Budmats stated the following: *“I appreciate that the homeowner’s association and church were able to have several meetings and that some minor changes were made to accommodate traffic concerns as well as the burr oak trees on the property. Those changes resulted in the amendments which are a part of item A.*

Per the homeowner’s association, Attorney Mark J T Erickson, the City can affect taxation, zoning and public services, but would not otherwise impact private deed restrictions or covenants of record – so that should not be an issue. Per our City Attorney, the City is obligated to consider the special use ordinance under the standards set forth by the Religious Land Use and Institutionalized Persons Act (RLUIPA). My own church has a gymnasium, a day care center and hosts retreats as well. So, for me, this is not a special use, but a typical use for a church and I have a difficult time saying no to this church when my own church does these very same things. I am not orthodox or Egyptian, but I recognize, appreciate and encourage the qualities and values they bring to our community. So, I will be voting yes on this measure. If I were to not vote in favor of this measure when my own church does the very same things, people could jump to conclusion that I was discriminating against this church. It is imperative that every effort is made to welcome those who seek to worship God according to the dictates of their own conscience, even when it may differ slightly from our own. This is a constitutional right. I sincerely hope the homeowner’s association is equally as welcoming and respectful of the differences in their dealings with St. Mary’s.

I am not an attorney, so it is not for me to adjudicate whether or not St. Mary’s is subject to the rules and regulations of the homeowner’s association. That seems to be a private matter which may or may not require further legal action to determine. I think the costs to defend any action which would question whether religious discrimination is a possibility under RLUIPA or Illinois Religious Freedom Restoration Act (IRFRA) would be something any organization would seriously consider when weighing all of their legal options.”

Alderperson Koehler stated the following: *“I’d like to begin by acknowledging our Assistant City Manager Glen Cole for all his efforts on behalf of all persons involved in the St. Mary Coptic Orthodox Church proposal. I have attended numerous meetings over the past few weeks, and at those meetings there has*

been numerous statements acknowledging Glen's efforts to provide information and mediate the discussions between the parties. Thank you, Glen, for your efforts on this project.

I'd also like to acknowledge the youth who came here tonight to speak on behalf of their church's project. You are quite impressive and your church must be extremely proud of all of you. Thank you for your attendance tonight.

At our last Council meeting, this Council acted to move this ordinance forward to a second reading. At that meeting, we recognized that there were serious disagreements regarding the proposed project, specifically between several, but not all, residents of the unincorporated Plum Grove Estates community and St. Mary's Coptic Orthodox Church. Alderman Budmats asked the two sides to meet regarding their differences and try to work out a solution which all could accept. I asked for any additional factual information which might help this Council in its deliberations.

Since that last meeting, I am pleased to report that both sides have been engaged in the conversations. I attended several meetings with the community. St. Mary's hosted an open house for the community. Members of the Plum Grove Estates Property Owners Associations board met with me and provided information regarding their position. I was pleased to see that all involved were respectful and sincere. Neither side showed anything but genuine concern about the consequences of this project. For that, I appreciate all who participated and all who talked with me.

In those meetings and conversations, I heard about the importance of this project to St. Mary's ministry and the impact it would have on their youth. I also heard from the residents in the community and the impact they felt it would have on their neighborhood.

Four items came up which I spent time deliberating. These include:

- 1) The opinion that the project would be a violation of the Covenant which the Property Owners Association has for their district. These covenants are not an issue for the City to resolve. While this City and City Council only deals with the zoning and permitting, the City invested considerable time and effort to understand this issue. The conclusion was presented in the packet for tonight's meeting, in which our legal counsel opined that the Church would not be in violation of the covenant. As such, this issue provides no basis to delay our vote.*
- 2) The opinion that the proposed Daycare program would be commercial business which is not allowed in this district. In my research, I learned that Church Daycare is categorized by both the Federal Government and the State of Illinois as an extension of the Church's ministry, not a commercial business. As such, we, as is everyone involved, are bound by the Religious Land Use and Institutionalized Person Act, which prohibits local governments (like Illinois cities) from enforcing zoning or landmarking laws that place a "substantial burden" on a religious institution's ability to use its property.*
- 3) There was a concern that the retention pond proposed to manage stormwater, would violate the allowed use of the property. There is no City restriction on this. Furthermore, while this is not an issue for the City, I could find nothing in the Covenant which I would interpret as a restriction from including the retention pond to manage storm water.*

- 4) *There was also a concern that the proposed use would impact traffic. The churches traffic study found that the proposed plan would easily accommodate both the traffic and parking needed. Contrary to what some may say, the study did not say the proposed project would not have increased traffic during the week for the daycare and retreats. What it said was that the traffic would not change during their Sunday services and the plan adequately addressed traffic safety and parking. I recognize that the Plum Grove Estates Property Owners Association is conducting their own traffic and parking analysis. We welcome this input when it is available. However, the church has always been open to modification of the plan for genuine reasons so long as they are not interpreted as placing any “substantial burden” on them to prevent the project from progressing.*
- 5) *I did hear the concern that the proposed project might impact property values in the community. Since that last meeting, I have not been presented any factual information beyond the anecdotal statements from the previous meetings. There are too many variables in assessing property values to use this as a basis for property valuation. Even if there was a study to shed light on this, I could not find any precedent in Rolling Meadows which used this issue to prohibit or delay a proposed project.*

With this said, I find no justified basis to delay a vote, or any reason to not approve this Ordinance. I therefore recommend this Ordinance be approved. I also recommend that all persons and parties continue to dialog in good faith to ensure both the success of this project and the success of the Plum Grove Estates community. “Together we can” is our City’s motto and “Together”, we can build a better community for our residents and our neighboring communities. Thank you.”

Aldersperson McHale stated that she was impressed by the youth that come out to speak tonight- thank you! There was a concern about the driveway access on Meadow Lane – the concern was addressed in the in section 4 of the revised Ordinance.

ACM/CDD Cole stated that the amended Ordinance is based on comments and Staff thinks it’s appropriate to reroute the proposed storm sewer near the two specimen burr oak trees at the northwest corner of the property in order to maximize their odds of survival and require that each access driveway between the church parking and the residential Meadow Lane (to the west) either be closed or provided with a locking gate that is only opened during worship services and City-approved special events.

ROLL CALL:

AYES: Budmats, O’Brien, Boucher, Reyez, Koehler, McHale
NAYS: 0
ABSENT: Vinezeano

With 6 in favor and 0 opposed. This Ordinance was adopted.

B) Ordinance No. 26-02 – Amend and Restate a Special Use Permit for an “Indoor Athletic Facility” (Legion, Inc. – 3660 Edison Pl.) (2nd Reading)

Mayor Sanoica read the title into record and asked for a motion to adopt this Ordinance. Aldersperson McHale made the motion and was seconded by Aldersperson O’Brien.

ROLL CALL:

AYES: O'Brien, Boucher, Reyez, Koehler, McHale, Budmats
NAYS: 0
ABSENT: Vinezeano

With 6 in favor and 0 opposed. This Ordinance was adopted.

ORDINANCES

C) Ordinance No. 26-00 – Amend Section 6-37(a)(5) of the City Code in order to Reduce by One (1) and Increase by One (1) the Maximum Number of Class B-1 Liquor Licenses Issued in the City of Rolling Meadows (Good News Gas & Food Inc. / RMBP Food Mart Inc. located at 2059 Hicks Road) (1st Reading)

Mayor Sanoica read the title into the record and asked for a motion to consider the Ordinance for 1st reading. Alderperson O'Brien made the motion and was seconded by Alderperson Boucher.

ROLL CALL:

AYES: Boucher, Reyez, Koehler, McHale, Budmats, O'Brien
NAYS: 0
ABSENT: Vinezeano

With 6 in favor and 0 opposed. This Ordinance moved forward for 2nd reading.

NEW BUSINESS

D) MOTION TO APPROVE PAYMENT OF BILLS ON WARRANT FOR January 13, 2026

Mayor Sanoica asked for a motion to approve the January 13, 2026 Warrant. Alderperson Koehler made the motion and was seconded by Alderperson Boucher.

ROLL CALL:

AYES: Boucher, Reyez, Koehler, McHale, Budmats, O'Brien
NAYS: 0
ABSENT: Vinezeano

With 6 in favor and 0 opposed. The Warrant was approved.

CONSENT RESOLUTIONS

The Consent Resolutions consisted of six (6) items, items E thru J. Mayor Sanoica asked if any Alderperson wished to remove any item from the Consent Agenda for Resolutions. No items were pulled.

Mayor Sanoica declared it in order for one motion to consider the six (6) Resolutions in one motion without debate. Alderperson McHale made the motion and was seconded by Alderperson Boucher. Mayor Sanoica read the titles into the record.

- E) Resolution No. 26-R-01 - Authorize the Purchase Core Network Switching Upgrade Equipment Through Scientel Solutions, LLC**
- F) Resolution No. 26-R-02 - Award A Multi-Year Contract Accepting Unit Prices for Forestry Maintenance Services for Fiscal Years 2026-2028 To R.W. Hendricksen Tree Care at a Not to Exceed an Annual Price of \$82,740.00**
- G) Resolution No. 26-R-03 - Authorize the Approval of a Contract with Alexander Equipment Company Inc. to perform Refurbishment Services on RM162 (2005 Morbark Model 13) Chipper in the Amount of \$33,010.95**
- H) Resolution No. 26-R-04 – Approve FY 2026 Motor Fuel Tax Appropriations for Public Works Street Rehabilitation Program Under the Illinois Highway Code**
- I) Resolution No. 26-R-05 – Authorize the Purchase of Water Meters and Water Meter Parts for Replacements, Repairs, and New Construction for Fiscal Year 2026 from Core & Main in a Not to Exceed Amount of \$70,000.00**
- J) Resolution No. 26-R-06 – Authorize the Renewal of Monthly Services and Award a 1-Year Contract to R&M Communications for Professional Services for City Newsletter Production, Strategy and Development for the Monthly Digital and Quarterly Print Editions**

ROLL CALL:

AYES: Reyez, Koehler, McHale, Budmats, O’Brien, Boucher
NAYS: 0
ABSENT: Vinezeano

With 6 in favor and 0 opposed. The Resolutions were adopted.

OTHER BUSINESS & REPORTS

Mayor's Appointments: None

Mayor's Proclamations: None

City Clerk’s Report: None

City Staff Reports:

1) Community Items of Interest

City Manager Rob Sabo announced the following:

- 1) The City’s annual holiday light recycling program is taking place until January 30, 2026. Holiday lights, extension cords and power strips can be dropped into the collection boxes outside of City Hall. For details about this program, visit www.elginrecycling.com.
- 2) To more effectively provide City news and information to all community members, Rolling Meadows will now publish its newsletters in a new format: The print edition will be expanded and mailed quarterly to also include updates from City partners such as the Library, Park District and Chamber of Commerce. The digital edition will be emailed monthly for more timely updates on a

more modern, digital platform. Watch for information on how to subscribe on the City’s Facebook page and the City’s website at www.cityrm.org.

- 3) As a reminder, City Hall and Public Works will be closed next Monday, January 19th in observance of Martin Luther King Jr. Day. For questions, visit www.cityrm.org or call Public Works at 847-963-0500.
- 4) Join us for a LIHEAP on-site sign-up event at Rolling Meadows City Hall on Friday, February 6, from 12–4 PM. This event brings utility assistance directly to our community to help reduce transportation and access barriers for residents. Appointments are required, and assistance will be available in English, Spanish and Polish. LIHEAP can help with gas or electric bills, reconnections, and more. To schedule an appointment, contact our City’s aging and disability specialist, Bethany Williams, at 847-789-1320.

2) November 2025 Financial Report

Mayor Sanoica announced that the financial report is in the agenda packet and if Council has any questions regarding the report to contact the Finance Director, Molly Talkington.

3) December 2025 New Business Report

Mayor Sanoica announced that December’s New Business Report is in the packet and if anyone has any questions regarding the report to contact ACM/CDD Glen Cole.

4&5) January 20, 2026 Committee of the Whole Draft Agenda and January 27, 2026 City Council Draft Agenda

Mayor Sanoica announced that the draft agendas are in the packet and if Council has any questions regarding the agendas to contact City Manager Rob Sabo.

MATTERS NOT ON THE AGENDA

Aldersperson Boucher reported that the Library Board meeting will be on January 14th at 7:00pm and thanked Staff for changing the newsletter format. She asked whether the digital version would be offered in additional languages and also expressed appreciation to Chief Peluso for the Central Road traffic meeting. Manager Sabo noted that he would explore options for making the newsletter multilingual.

CLOSED SESSION

Setting Price for Sale or Lease of Property – 5 ILCS 120/2 (c) (6) of the Illinois Open Meetings Act – The Setting of a price for sale or lease of property owned by the public body.

Mayor Sanoica asked for a motion to go into closed session under section 2(c)(6) of the Open Meetings Act regarding Setting the Price for Sale or Lease of Property. Aldersperson Budmats made the motion and was seconded by Aldersperson O’Brien.

ROLL CALL:

AYES: Koehler, McHale, Budmats, O’Brien, Boucher, Reyez
NAYS: 0
ABSENT: Vinezeano

With 6 in favor and 0 opposed. City Council entered into Closed Session.

Mayor Sanoica advised the audience and press that they do not anticipate taking any action upon returning to open session.

ADJOURNMENT

There being no further business, by unanimous consent the City Council meeting was adjourned 8:01 p.m.

Respectfully submitted: Judy Brose, Deputy City Clerk

January 13, 2026 City Council Minutes Approved by Council on January 27, 2026.

Judy Brose, Deputy City Clerk

Council Action Summary – January 27, 2026

Agenda Location: Pending (2nd Reading)

- A)** Amend Section 6-37(a)(5) of the City Code in order to Reduce by One (1) and Increase by One (1) the Maximum Number of Class B-1 Liquor Licenses Issued in the City of Rolling Meadows (Good News Gas & Food Inc. / RMBP Food Mart Inc. located at 2059 Hicks Road)

Attachments:

- Ordinance
- RMPD Food Mart Inc. – Liquor License Request Letter

Background:

The City Code requires the reduction in the classification of the B-1 licenses due to the sale of Good News Gas & Food Inc. – 2059 Hicks Road. The sale of the business results in the termination of the respective liquor license. As such, the class B-1 liquor license shall be reduced to account for the liquor license of Good News Gas & Food, Inc.

Currently, Jibby Thomas, the new owner of RMBP Food Mart, Inc., is seeking a Class B-1 liquor license for the establishment located at 2059 Hicks Road, Rolling Meadows, Illinois. This Ordinance will allow for the increase in the Class B-1 liquor license for RMBP Food Mart, Inc. and will ensure that the City Code accurately reflects the number of Class B-1 liquor licenses authorized by the City, accounting for the reduction of the Class B-1 license for Good News Gas & Food Inc. and the increase in the Class B-1 license for RMBP Food Mart Inc.

Definition of a Class B-1 Liquor License:

Sec. 6-36(e) – Class B-1 licenses shall authorize the retail sale of alcoholic liquor in conjunction with the sale of motor fuel, in bottles, cans or packages not to be consumed on premises where the sale of alcoholic liquor is sold within the same building as motor fuel sales are purchased. Video Gaming as defined under the Illinois Video Gaming Act, 230 ILCS 40/1 et seq., shall not be allowed in a class C licensed premises.

Previous Council Action:

- January 13, 2026 – City Council approved 1st reading.

Recommendation:

Approve this Ordinance as presented.

ORDINANCE NO. 26-03

AN ORDINANCE AMENDING SECTION 6-37 (a) OF THE CITY CODE IN ORDER TO REDUCE BY ONE AND INCREASE BY ONE THE MAXIMUM NUMBER OF CLASS B1 LIQUOR LICENSES ISSUED IN THE CITY OF ROLLING MEADOWS

(Good News Gas & Food Inc. / RMBP Food Mart Inc.
located at 2059 Hicks Road)

WHEREAS, paragraph (a) of Section 6-37 entitled “Restriction on Number and Classification,” of Article II entitled “Licenses,” of Chapter 6 entitled “Alcoholic Beverages,” of the Code of Ordinances, City of Rolling Meadows, Illinois, sets forth the total number and classification of liquor licenses to be issued by the City; and

WHEREAS, the recent sale of a certain establishment in the City of Rolling Meadows, namely Good News Gas & Food Inc., which establishment was located at 2059 Hicks Road, Rolling Meadows, Illinois, has resulted in the termination of its respective Class B1 liquor license associated with the establishment; and

WHEREAS, the termination of the Class B1 liquor license of Good News Gas & Food Inc. requires that the maximum number of Class B1 liquor licenses to be issued by the City, as identified in Section 6-37(a) of the City Code, be reduced by one; and

WHEREAS, Jibby Thomas, the new owner of RMBP Food Mart Inc., is seeking a Class B1 liquor license for the establishment located at 2059 Hicks Road, Rolling Meadows, Illinois; and

WHEREAS, the City Council finds it necessary and in the best interest of the City of Rolling Meadows to reduce by one (1) and then increase by one (1) the number of Class B1 liquor licenses authorized by the City and to require that the City Code accurately reflect the current number of Class B1 licenses authorized by the City Council.

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Rolling Meadows, Illinois, as follows:

Section 1: Paragraph (a) of Section 6-37 entitled “Restriction on Number and Classification,” of Article II entitled “Licenses,” of Chapter 6 entitled “Alcoholic Beverages,” of the Code of Ordinances, City of Rolling Meadows, Illinois, shall read as follows:

(5) Four (4) Class B1 licenses

Section 2: This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

Section 3: This Ordinance shall be printed and published in pamphlet form by order of the City Council of the City of Rolling Meadows.

AYES:

NAYS:

ABSENT:

Passed and approved this 27th day of January, 2026.

Lara Sanoica, Mayor

ATTEST:

Judith Brose, Deputy City Clerk

Published in pamphlet form this 27th day of
January, 2026.

Judith Brose, Deputy City Clerk

RMBP FOOD MART INC



Date: November 3, 2025

To:

Honorable Mayor Lara Sanoica
Local Liquor Commissioner
City of Rolling Meadows
3600 Kirchoff Road
Rolling Meadows, IL 60008

Subject: Formal Request for Liquor License

Dear Mayor Sanoica,

I am writing to formally request the issuance of a liquor license for **RMBP FOOD MART INC**, located in Rolling Meadows, Illinois.

My name is **Jibby Thomas**, and I serve as the owner and registered agent of RMBP FOOD MART INC. I have been involved in multiple business ventures for over ten years, gaining extensive experience in management, operations, and community engagement. Over this period, I have developed a strong foundation in running compliant, responsible, and customer-focused establishments.

RMBP FOOD MART INC was incorporated in Illinois on **June 24, 2025**, as a **Domestic Corporation (BCA)**. The business remains active and in good standing with the Illinois Secretary of State. We are committed to maintaining full compliance with all city, state, and federal regulations pertaining to the sale and service of alcoholic beverages.

The purpose of RMBP FOOD MART INC is to provide a clean, safe, and responsibly managed retail environment that serves the needs of the local community. All staff involved in the sale of alcohol will complete state-approved training in accordance with Illinois Liquor Control Commission requirements.

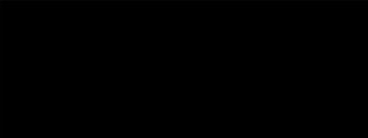
I respectfully request your consideration and approval of our liquor license application. I am available to provide any additional documentation or attend a meeting to discuss the application further.

Thank you for your time and attention.

Sincerely,

Jibby Thomas

Owner / Registered Agent
RMBP FOOD MART INC



Council Action Summary – January 27, 2026

Agenda Location: Ordinances (1st Reading)

- B)** Amend the City Code Regarding the Dissolution of the Economic Development Committee of the City of Rolling Meadows

Attachments:

- Proposed ordinance

Background:

In accordance with the direction of the City Council from the Committee of the Whole meeting on January 20, 2026, this ordinance, if adopted, amends the City Code to effectively dissolve the Economic Development Committee. The ordinance also makes specific global changes throughout the City Code, as well as other ordinances and resolutions of the City, to references to the Economic Development Committee, so that any such reference is replaced with the Community Development Director.

Recommended Action:

This ordinance is being presented for first reading.

**AN ORDINANCE AMENDING THE CITY CODE REGARDING
THE DISSOLUTION OF THE ECONOMIC DEVELOPMENT
COMMITTEE OF THE CITY OF ROLLING MEADOWS**

WHEREAS, the City Council of the City of Rolling Meadows (“City”) finds it necessary and in the best interest of the City to amend the Code of Ordinances, City of Rolling Meadows, Illinois (“City Code”), in order to dissolve the Economic Development Committee of the City and replace all references to the Economic Development Committee with the Community Development Director.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Rolling Meadows, Cook County, State of Illinois, as follows:

Section 1: Article IV, entitled “Economic Development Committee”, of Chapter 78, entitled “Planning”, of the City Code, is hereby repealed.

Section 2: Paragraph (4) of Section 78-132, entitled “Qualifications”, of Article VI, entitled “Economic Incentive Program”, of Chapter 78, entitled Planning, is hereby amended by deleting all references to the Economic Development Committee and replacing any such reference with the Community Development Director.

Section 3: All other references to the Economic Development Committee as set forth in the City Code and any ordinance or resolution of the City shall be deleted and replaced with the Community Development Director.

Section 4: This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

PASSED this 10th day of February, 2026, by the City Council of the City of Rolling Meadows on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 10th day of February, 2026.

Lara Sanoica, Mayor

ATTEST

Judith Brose, Deputy City Clerk

Published this ____ day of _____, 2026.

Judith Brose, Deputy City Clerk

Warrant Approval Summary Sheet

1/27/2026

January 6 to January 20, 2026

Description

Manual Disbursements:

FLOCK GROUP INC	9,000.00
Manual Check Subtotal:	\$ 9,000.00

Warrant Disbursements:

Warrant Register - FY 2025 City Expenses	645,856.90
Warrant Register - FY 2026 Refunds	\$ 25,584.02
Warrant Register - FY 2026 City Expenses	\$ 359,812.96
Warrant Register Accounts Payable Subtotal:	\$ 1,031,253.88

Payroll and Taxes:

Bi-Weekly P/R -1/9/2026	\$ 984,914.19
Payroll and Taxes Subtotal:	\$ 984,914.19

Wire Transfers/ACH Payments:

POSEY LEGAL SERVICES	\$ 825.00
GEOCARIS LAW FIRM	\$ 3,333.33
MISSION SQUARE (PEHP) (ACH Debit)	\$ 12,280.66
ACH Payments/Wires-credit purchases, fees, postage, fuel, etc.	\$ 29,858.08
Wire Transfers/ACH Payments Subtotal:	\$ 46,297.07

TOTAL AMOUNT FOR APPROVAL	\$ 2,071,465.14
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The preceding list of bills was reviewed and recommended for payment.

Submitted by Finance Department

(Date)

Mayor

ATTEST:

(Date)

Deputy City Clerk

(Date)

Finance Director

ACCOUNT NUMBER DETAIL

FUND LISTING

01 General Fund

- 10 - General Government
- 20 - Finance
- 25 - IT
- 30 - Police
- 40 - Fire
- 70 - Public Works (*Community Development is a Division of Public Works*)
- 80 - Health, Welfare, Safety
- 90 - Administrative Overhead

03 Motor Fuel Tax**04 911 Emergency Telephone Fund****14 Municipal Garage Fund****16 Refuse Fund****20 Utilities Fund****23 Liability Insurance Fund****25 Vehicle & Equipment Replacement Fund****33 Buildings & Land Fund****37 TIF #2 Kirchoff/Owl Fund****38 TIF #4 Golf Road Fund****45 Health Insurance Fund****47 Debt Service Fund****61 Local Road Fund****83 Fire Stations Fund**

ACCOUNT NUMBER BREAKDOWN

First 2 digits in the account number = FUND

Next 2 digits in the account number = DEPARTMENT

Next 4 digits in the account number = ACTIVITY/SUB-DEPARTMENT

Next 5 digits in the account number = OBJECT (WHAT EXPENSE IS)

Example: **01 -70 - 7020 - 54640**



Thus, an account number in any fund with a "70" after the fund number is Public Works related.

City of Rolling Meadows



A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 99	10001	CASH - GROUP ACCOUNT (AP CASH)							
CHECK NO	CHK DATE	TYPE	VENDOR NAME	INVOICE	INV DATE	PO	WARRANT	NET	
81215	01/27/2026	PRTD	28 AMAZON CAPITAL SERVICES INC	INJR-FVM4-FH1K	12/31/2025		123125	468.37	
			Invoice: INJR-FVM4-FH1K						
				468.37 01404010 56220					
			AMAZON CAPITAL SERVICES INC	1J7N-9QH1-R6FD	12/31/2025	20251741	123125	923.12	
			Invoice: 1J7N-9QH1-R6FD						
				923.12 01353500 56210					
			AMAZON CAPITAL SERVICES INC	1CW6-MYJF-NLLJ	12/31/2025	20251742	123125	79.98	
			Invoice: 1CW6-MYJF-NLLJ						
				79.98 01353500 56210					
			AMAZON CAPITAL SERVICES INC	1CNT-PNR6-KCKP	12/31/2025	20251564	123125	2,571.45	
			Invoice: 1CNT-PNR6-KCKP						
				2,571.45 01252500 56215					
			AMAZON CAPITAL SERVICES INC	1FNM-43TD-N463	12/31/2025	20251680	123125	1,119.43	
			Invoice: 1FNM-43TD-N463						
				1,119.43 01252500 56215					
			AMAZON CAPITAL SERVICES INC	1CQV-HJH4-GWMH	12/31/2025	20251585	123125	134.53	
			Invoice: 1CQV-HJH4-GWMH						
				134.53 01252500 56215					
			AMAZON CAPITAL SERVICES INC	16GD-CP1C-JWT1	12/31/2025	20251646	123125	2,773.93	
			Invoice: 16GD-CP1C-JWT1						
				2,773.93 01252500 56215					
			AMAZON CAPITAL SERVICES INC	1QMM-GGRR-KTQT	12/31/2025	20251756	123125	2,501.29	
			Invoice: 1QMM-GGRR-KTQT						
				2,501.29 01353500 59812					
			AMAZON CAPITAL SERVICES INC	1XCM-LWL1-H1QM	12/31/2025		123125	99.27	
			Invoice: 1XCM-LWL1-H1QM						
				99.27 01404000 56220					
			AMAZON CAPITAL SERVICES INC	1H7T-HPDK-KGKH	12/31/2025		123125	433.40	
			Invoice: 1H7T-HPDK-KGKH						
				433.40 01404010 56220					
			AMAZON CAPITAL SERVICES INC	1F63-4TTQ-KT9V	12/31/2025		123125	113.01	
			Invoice: 1F63-4TTQ-KT9V						
				113.01 01404010 56220					
			AMAZON CAPITAL SERVICES INC	1CQV-HJH4-PQRN	12/31/2025		123125	54.86	
			Invoice: 1CQV-HJH4-PQRN						
				54.86 20705035 56220					
			AMAZON CAPITAL SERVICES INC	1C97-KYWX-GLY9	12/31/2025	20251763	123125	212.25	
			Invoice: 1C97-KYWX-GLY9						
				13.53 20705030 56100					
				198.72 20705030 56220					

City of Rolling Meadows



A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 99 10001 CASH - GROUP ACCOUNT (AP CASH)
 CHECK NO CHK DATE TYPE VENDOR NAME INVOICE

CHECK NO	CHK DATE	TYPE	VENDOR NAME	INVOICE	INV DATE	PO	WARRANT	NET
INVOICE DTL DESC								
Invoice: 16GD-CP1C-Q96K			AMAZON CAPITAL SERVICES INC	16GD-CP1C-Q96K	12/31/2025	20251761	123125	662.34
				123.46 14705015 56220			JACKET/HELMET & GREASE GUN	
				538.88 14705015 56230			OPERATING SUPPLIES SMALL TOOLS AND EQUIPMENT	
Invoice: 1C97-KYWX-LCJ7			AMAZON CAPITAL SERVICES INC	1C97-KYWX-LCJ7	12/31/2025	20251762	123125	272.06
				272.06 14705015 56220			POST ITS/NOTEBOOKS/BATTERIES/PENS/FRAMES OPERATING SUPPLIES	
Invoice: 1CNT-PNR6-M4R7			AMAZON CAPITAL SERVICES INC	1CNT-PNR6-M4R7	12/31/2025		123125	251.32
				251.32 20705030 56220			CHLORINE REAGENT POWDER PILLOWS PK OF 1000 OPERATING SUPPLIES	
Invoice: 1XCM-LWL1-KCJP			AMAZON CAPITAL SERVICES INC	1XCM-LWL1-KCJP	12/31/2025		123125	47.49
				47.49 20705035 56230			BOOT DRYER SMALL TOOLS AND EQUIPMENT	
Invoice: 1LGT-L6GT-GQC7			AMAZON CAPITAL SERVICES INC	1LGT-L6GT-GQC7	12/31/2025	20251768	123125	21.97
				21.97 61705010 56220			DRY ERASE MARKERS OPERATING SUPPLIES	
						CHECK	81215 TOTAL:	12,740.07
81216 01/27/2026 PRTD			491 VILLAGE OF ARLINGTON HEIGHTS	4309	12/31/2025	20251765	123125	70.87
Invoice: 4309				70.87 61705010 54640			TRAFFIC SIGNAL MAINTENANCE-CAMPBELL/WILKE RD OUTSIDE REPAIR AND MAINTENANCE	
						CHECK	81216 TOTAL:	70.87
81217 01/27/2026 PRTD			47 ARLINGTON POWER EQUIPMENT	261210	12/30/2025	20251735	123125	704.95
Invoice: 261210				522.25 01707020 56220			Forestry supplies OPERATING SUPPLIES	
				182.70 33705050 54930			LANDSCAPE SERVICES	
						CHECK	81217 TOTAL:	704.95
81218 01/27/2026 PRTD			4688 B & B HOLIDAY DECORATING	6454	12/08/2025	20251722	123125	835.00
Invoice: 6454				835.00 33705050 54930			Ornaments-City Hall Tree LANDSCAPE SERVICES	
						CHECK	81218 TOTAL:	835.00
81219 01/27/2026 PRTD			1147 BRETT BAWDEN	123125	12/31/2025		123125	130.00
Invoice: 123125				130.00 01303020 56230			BOOT REIM/BAWDEN SMALL TOOLS AND EQUIPMENT	

City of Rolling Meadows



A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 99 10001 CASH - GROUP ACCOUNT (AP CASH)
 CHECK NO CHK DATE TYPE VENDOR NAME INVOICE

CHECK NO	CHK DATE	TYPE	VENDOR NAME	INVOICE	INV DATE	PO	WARRANT	NET
					INVOICE DTL DESC			
					CHECK	81219	TOTAL:	130.00
81220	01/27/2026	PRTD	1274 SEAN BILTGEN	122925	12/29/2025	20251755	123125	1,846.80
			Invoice: 122925				TUITION REIM/S. BILTGEN	
				1,846.80 01303010 53110			PROFESSIONAL DEVELOPMENT	
					CHECK	81220	TOTAL:	1,846.80
81221	01/27/2026	PRTD	87 CASE LOTS	5196	12/10/2025		123125	3,067.50
			Invoice: 5196				C-FOLD TOWELS AND TOILET PAPER	
				3,067.50 33705050 56220			OPERATING SUPPLIES	
					CHECK	81221	TOTAL:	3,067.50
81222	01/27/2026	PRTD	94 CHICAGO METROPOLITAN FIRE PREVENT	IN00473488	12/31/2025	20251766	123125	892.00
			Invoice: IN00473488				FD 16 SERVICE CALL - 12/23/25	
				892.00 33705050 54610			PROFESSIONAL SERVICES	
					CHECK	81222	TOTAL:	892.00
81223	01/27/2026	PRTD	82 CHRISTOPHER B BURKE ENGINEERING L	207442	12/31/2025	20250209	123125	3,810.00
			Invoice: 207442				TIF BOUNDARY LEGALS ORCHARD/ALG KEYSTONE/ALG	
				3,810.00 01606000 54610			PROFESSIONAL SERVICES	
			Invoice: 207444				12/31/2025 20250209 123125	1,062.50
				1,062.50 01606000 54610			PLAN REVIEW 5521 MEADOWBROOK CT	
							PROFESSIONAL SERVICES	
			Invoice: 207443				12/31/2025 20250209 123125	125.00
				125.00 01606000 54610			PLAN REVIEW 3839 WEST FRONTAGE	
							PROFESSIONAL SERVICES	
					CHECK	81223	TOTAL:	4,997.50
81224	01/27/2026	PRTD	103 CLARK DIETZ INC	447335	12/10/2025	20251618	123125	3,873.75
			Invoice: 447335				CITY HALL RESTROOM CONSTRUCTION MANAGEMENT	
				3,873.75 33705050 54610			PROFESSIONAL SERVICES	
					CHECK	81224	TOTAL:	3,873.75
81225	01/27/2026	PRTD	3998 GLEN COLE	102825	10/28/2025		123125	40.00
			Invoice: 102825				PARKING - CMAP MEETING	
				40.00 01606000 54250			TRAVEL AND LODGING	

City of Rolling Meadows



A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 99 10001 CASH - GROUP ACCOUNT (AP CASH)
 CHECK NO CHK DATE TYPE VENDOR NAME INVOICE

CHECK NO	CHK DATE	TYPE	VENDOR NAME	INVOICE	INV DATE	PO	WARRANT	NET
81232	01/27/2026	PRTD	573 MIKE COURTNEY	121525	12/15/2025		123125	120.00
			Invoice: 121525					
				120.00 01303010 54250	40 HOUR FIRST LINE SUPERVISORY COURSE/COURTNEY TRAVEL AND LODGING			
					CHECK		81232 TOTAL:	120.00
81233	01/27/2026	PRTD	2046 DACRA TECH LLC	2025-12-093	12/31/2025	20250026	123125	1,788.78
			Invoice: 2025-12-093					
				1,788.78 01606000 54610	DACRA SOFTWARE PROFESSIONAL SERVICES			
					CHECK		81233 TOTAL:	1,788.78
81234	01/27/2026	PRTD	131 DELL MARKETING LP	10853051267	12/13/2025	20251639	123125	1,952.40
			Invoice: 10853051267					
				1,952.40 01252500 56215	DELL MONITORS COMPUTER SUPPLIES			
					CHECK		81234 TOTAL:	1,952.40
81235	01/27/2026	PRTD	4701 HECTOR DIAZ	123125	12/31/2025		123125	250.00
			Invoice: 123125					
				250.00 01303000 56230	EQUIP REIM/DIAZ SMALL TOOLS AND EQUIPMENT			
					CHECK		81235 TOTAL:	250.00
81236	01/27/2026	PRTD	1090 CHRISTOPHER DON	123125	12/31/2025		123125	250.00
			Invoice: 123125					
				250.00 01303000 56230	EQUIP REIM/DON SMALL TOOLS AND EQUIPMENT			
					CHECK		81236 TOTAL:	250.00
81237	01/27/2026	PRTD	4505 DOYLE SIGNS INC	201081	09/30/2025	20250646	123125	23,660.00
			Invoice: 201081					
				23,660.00 61705010 60020	NEW CITY ENTRY WAY SIGNS FOR VARIOUS STREETS IMPROVEMENTS NOT TO BUILDINGS			
					CHECK		81237 TOTAL:	23,660.00
81238	01/27/2026	PRTD	4489 2765 W ALGONQUIN RD LLC DBA DRIVE 20		12/31/2025	20250632	123125	136.00
			Invoice: 20					
				136.00 01303010 54611	SQUAD WASH OTHER SERVICES			
					CHECK		81238 TOTAL:	136.00

City of Rolling Meadows



A/P CASH DISBURSEMENTS JOURNAL

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 CHECK NO CHK DATE TYPE VENDOR NAME INVOICE

CHECK NO	CHK DATE	TYPE	VENDOR NAME	INVOICE	INV DATE	PO	WARRANT	NET
81239	01/27/2026	PRTD	3280 NICHOLAS DUDA	102525	10/25/2025		123125	1,628.00
			Invoice: 102525					
				1,628.00 20705035 53110			TUITION REIMB. NICK DUDA PROFESSIONAL DEVELOPMENT	
							CHECK 81239 TOTAL:	1,628.00
81240	01/27/2026	PRTD	1625 SEAN EDGAR	122725	12/27/2025		123125	56.00
			Invoice: 122725					
				56.00 01303010 54250			PISTOL RED DOT INSTRUCTOR COURSE/EDGAR TRAVEL AND LODGING	
							CHECK 81240 TOTAL:	56.00
81241	01/27/2026	PRTD	555 EJ EQUIPMENT INC	E03255	12/02/2025	20250273	123125	381,574.00
			Invoice: E03255					
				381,574.00 25705020 60039			25-R-06 PURCHASE OF 2026 REFUSE TRUCK T336 VEHICLES - REFUSE	REPLACE
							CHECK 81241 TOTAL:	381,574.00
81242	01/27/2026	PRTD	4699 JORDAN ELLENA	100825	12/29/2025		123125	42.96
			Invoice: 100825					
				42.96 01707010 54250			IL AM PLANNING ASSOC CONF-TRANS & PARKING TRAVEL AND LODGING	
							CHECK 81242 TOTAL:	42.96
81243	01/27/2026	PRTD	4268 EMS MANAGEMENT & CONSULTANTS INC	EMS-021920	12/31/2025	20250027	123125	3,564.05
			Invoice: EMS-021920					
				3,564.05 01909000 54610			DEC 2025-COLLECTIONS-AMB FEES PROFESSIONAL SERVICES	
							CHECK 81243 TOTAL:	3,564.05
81244	01/27/2026	PRTD	3764 FOX RIDGE NURSERY INC	969-0002	10/08/2025	20251643	123125	4,175.00
			Invoice: 969-0002					
				4,175.00 01707020 54645			Trees-fall planting list 2 TREE REPLACEMENTS	
							CHECK 81244 TOTAL:	4,175.00
81245	01/27/2026	PRTD	4686 GEO-LOGIC ASSOCIATES	0282102	11/26/2025	20251752	123125	3,264.00
			Invoice: 0282102					
				3,264.00 16202000 54610			25.R.77 Transfer Station Technical Assistance-2025 PROFESSIONAL SERVICES	
			Invoice: 0282788					
				5,378.00 16202000 54610			12/19/2025 20251752 123125 25.R.77 Transfer Station Technical Assistance-2025 PROFESSIONAL SERVICES	5,378.00

City of Rolling Meadows



A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 99 10001 CASH - GROUP ACCOUNT (AP CASH)

CHECK NO	CHK DATE	TYPE	VENDOR NAME	INVOICE	INV DATE	PO	WARRANT	NET
					INVOICE DTL DESC			
							CHECK 81245 TOTAL:	8,642.00
81246	01/27/2026	PRTD	4597 GOLF ROSE ANIMAL HOSPITAL	01012026	12/01/2025		123125	353.30
			Invoice: 01012026				STRAY ANIMALS	
				353.30 01303010 54860			ANIMAL CONTROL	
							CHECK 81246 TOTAL:	353.30
81247	01/27/2026	PRTD	183 GRAINGER	9716640520	11/18/2025	20251744	123125	122.02
			Invoice: 9716640520				FD 15 BOILER - REF. CRDT # 9732779674	
				122.02 33705050 57280			REPAIR & MAINTENANCE SUPPLIES	
			Invoice: 9732779674				12/05/2025 123125	-42.10
			GRAINGER	9732779674			VLV, RED, 3/4" F, 50PSI, BRZ RET/REF INV. 9716640520	
				-42.10 33705050 57280			REPAIR & MAINTENANCE SUPPLIES	
							CHECK 81247 TOTAL:	79.92
81248	01/27/2026	PRTD	186 GROOT INDUSTRIES INC	15709146	12/31/2025	20250672	123125	1,257.76
			Invoice: 15709146				2025 YARD WASTE DUMPING \$53 A TON SWANCC MEMBER	
				1,257.76 16705045 54225			DUMP FEES	
							CHECK 81248 TOTAL:	1,257.76
81249	01/27/2026	PRTD	559 HAMPTON LENZINI & RENWICK INC	000020253136	12/08/2025	20251720	123125	3,897.50
			Invoice: 000020253136				25R80-KIRCHOFF/ORIOLE PH I ENG-SERV THRU 11/30/25	
				3,897.50 61705010 54610			PROFESSIONAL SERVICES	
							CHECK 81249 TOTAL:	3,897.50
81250	01/27/2026	PRTD	420 HANSON HARDWARE INC DBA MATTS ACE	93813	10/21/2025	20251759	123125	24.43
			Invoice: 93813				STAFF KEYS	
				24.43 01353500 54270			PRINTING AND DUPLICATING	
							CHECK 81250 TOTAL:	24.43
81251	01/27/2026	PRTD	553 ILLINOIS DEPARTMENT OF TRANSPORTA	67692	12/05/2025	20251716	123125	9,572.70
			Invoice: 67692				IDOT MAINTENANCE	
				9,572.70 61705010 54640			OUTSIDE REPAIR AND MAINTENANCE	
							CHECK 81251 TOTAL:	9,572.70
81252	01/27/2026	PRTD	553 STATE TREASURER	67191	12/01/2025	20251717	123125	8,357.12
			Invoice: 67191				IDOT MAINTENANCE	
				8,357.12 61705010 54640			OUTSIDE REPAIR AND MAINTENANCE	

City of Rolling Meadows



A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 99 10001 CASH - GROUP ACCOUNT (AP CASH)
 CHECK NO CHK DATE TYPE VENDOR NAME INVOICE

CHECK NO	CHK DATE	TYPE	VENDOR NAME	INVOICE	INV DATE	PO	WARRANT	NET
					INVOICE DTL DESC			
					CHECK	81252	TOTAL:	8,357.12
81253	01/27/2026	PRTD	225 ILLINOIS STATE POLICE-DIV OF ADMI	20251103816	11/30/2025		123125	27.00
		Invoice: 20251103816		27.00 01101020 54610	BACKGROUND CHECKS PROFESSIONAL SERVICES			
					CHECK	81253	TOTAL:	27.00
81254	01/27/2026	PRTD	1961 INSIGHT DIRECT USA INC	930949438	12/31/2025	20251400	123125	681.67
		Invoice: 930949438		681.67 01252500 56215	IPAD TRUCK MOUNT COMPUTER SUPPLIES			
					CHECK	81254	TOTAL:	681.67
81255	01/27/2026	PRTD	2016 INTERSTATE BATTERIES OF NORTH CHI	8413146	12/29/2025	20251734	123125	218.55
		Invoice: 8413146		218.55 14705015 57280	REPLACEMENT BATTERY FOR RM418 REPAIR & MAINTENANCE SUPPLIES			
					CHECK	81255	TOTAL:	218.55
81256	01/27/2026	PRTD	248 J G UNIFORMS INC	156988	12/26/2025	20250645	123125	290.00
		Invoice: 156988		290.00 01303010 56100	PATROL UNIFORMS/IATOMASI UNIFORMS & CLOTHING			
		Invoice: 156987		290.00 01303010 56100	PATROL UNIFORMS/CAMACHO UNIFORMS & CLOTHING			290.00
		Invoice: 156902		484.00 01303010 56100	PATROL UNIFORMS/GARCIA UNIFORMS & CLOTHING			484.00
		Invoice: 156812		78.35 01303010 56100	PATROL UNIFORMS/DIAZ UNIFORMS & CLOTHING			78.35
		Invoice: 156948		69.95 01303010 56100	PATROL UNIFORMS/WEIGLEIN UNIFORMS & CLOTHING			69.95
		Invoice: 155952		66.00 01303010 56100	PATROL UNIFORMS/SUCHECKI UNIFORMS & CLOTHING			66.00
		Invoice: 155951		69.50 01303010 56100	PATROL UNIFORMS/ELLIS UNIFORMS & CLOTHING			69.50

City of Rolling Meadows



A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 99 10001 CASH - GROUP ACCOUNT (AP CASH)

CHECK NO	CHK DATE	TYPE	VENDOR NAME	INVOICE	INV DATE	PO	WARRANT	NET
					INVOICE DTL DESC			
Invoice: 156198			J G UNIFORMS INC	156198	12/03/2025	20250645	123125	120.00
				120.00 01303010 56100	PATROL UNIFORMS/WUNNICKE UNIFORMS & CLOTHING			
Invoice: 156270			J G UNIFORMS INC	156270	12/04/2025	20250645	123125	105.00
				105.00 01303010 56100	PATROL BALL CAPS FOR STOCK UNIFORMS & CLOTHING			
Invoice: 155902			J G UNIFORMS INC	155902	11/24/2025	20250645	123125	186.30
				186.30 01303010 56100	PATROL UNIFORMS/WEIGLEIN UNIFORMS & CLOTHING			
Invoice: 155976			J G UNIFORMS INC	155976	11/25/2025	20250645	123125	285.00
				285.00 01303010 56100	PATROL UNIFORMS/COURTNEY UNIFORMS & CLOTHING			
Invoice: 155950			J G UNIFORMS INC	155950	11/25/2025	20250645	123125	131.90
				131.90 01303010 56100	PATROL UNIFORMS/SOTO UNIFORMS & CLOTHING			
Invoice: 156035			J G UNIFORMS INC	156035	11/26/2025	20250645	123125	142.45
				142.45 01303010 56100	PATROL UNIFORMS/EDGAR UNIFORMS & CLOTHING			
Invoice: 156036			J G UNIFORMS INC	156036	11/26/2025	20250645	123125	135.40
				135.40 01303010 56100	PATROL UNIFORMS/KATSENIOS UNIFORMS & CLOTHING			
Invoice: 156044			J G UNIFORMS INC	156044	11/26/2025	20250645	123125	473.35
				473.35 01303010 56100	PATROL UNIFORMS/COURTNEY UNIFORMS & CLOTHING			
Invoice: 156050			J G UNIFORMS INC	156050	11/26/2025	20250645	123125	135.40
				135.40 01303010 56100	PATROL UNIFORMS/DIAZ UNIFORMS & CLOTHING			
Invoice: 156107			J G UNIFORMS INC	156107	12/01/2025	20250645	123125	121.75
				121.75 01303010 56100	PATROL UNIFORMS/DIAZ UNIFORMS & CLOTHING			
Invoice: 156279			J G UNIFORMS INC	156279	12/04/2025	20250645	123125	8.90
				8.90 01303010 56100	PATROL UNIFORMS/COURTNEY UNIFORMS & CLOTHING			
Invoice: 156297			J G UNIFORMS INC	156297	12/05/2025	20250645	123125	25.00
				25.00 01303010 56100	PATROL UNIFORMS/BAWDEN UNIFORMS & CLOTHING			
Invoice: 156587			J G UNIFORMS INC	156587	12/12/2025	20250645	123125	215.00
				215.00 01303010 56100	PATROL UNIFORMS/MONTERRUBIO UNIFORMS & CLOTHING			

City of Rolling Meadows



A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 99 10001 CASH - GROUP ACCOUNT (AP CASH)

CHECK NO	CHK DATE	TYPE	VENDOR NAME	INVOICE	INV DATE	PO	WARRANT	NET
					INVOICE DTL DESC			
Invoice: 156384			J G UNIFORMS INC	156384	12/09/2025	20250645	123125	215.00
				215.00 01303010 56100	PATROL UNIFORMS/WEIGLEIN UNIFORMS & CLOTHING			
Invoice: 156376			J G UNIFORMS INC	156376	12/09/2025	20250645	123125	130.00
				130.00 01303010 56100	PATROL UNIFORMS/COURTNEY UNIFORMS & CLOTHING			
Invoice: 156381			J G UNIFORMS INC	156381	12/09/2025	20250645	123125	75.00
				75.00 01303010 56100	PATROL UNIFORMS/DIAZ UNIFORMS & CLOTHING			
Invoice: 156382			J G UNIFORMS INC	156382	12/09/2025	20250645	123125	274.00
				274.00 01303010 56100	PATROL UNIFORMS/COURTNEY UNIFORMS & CLOTHING			
					CHECK	81256	TOTAL:	4,127.25
81257 01/27/2026	PRTD	4120	JOHNSTONE SUPPLY-THE HEARTLAND GR	568-S102118517.001	12/23/2025	20251745	123125	337.94
Invoice: 568-S102118517.001				337.94 33705050 57280	PW SOUTH WASHBAY UNIT HEATER REPAIR & MAINTENANCE SUPPLIES			
					CHECK	81257	TOTAL:	337.94
81258 01/27/2026	PRTD	2080	KAESER & BLAIR INC	50820217	11/05/2025	20251394	123125	2,772.80
Invoice: 50820217				2,772.80 01101000 54610	CITY BRANDING ITEMS-HATS PROFESSIONAL SERVICES			
					CHECK	81258	TOTAL:	2,772.80
81259 01/27/2026	PRTD	696	MICHAEL KATSENIOS	112725	11/27/2025		123125	140.00
Invoice: 112725				140.00 01303010 54250	STAFF AND COMMAND/KATSENIOS TRAVEL AND LODGING			
					CHECK	81259	TOTAL:	140.00
81260 01/27/2026	PRTD	4219	LAKOTA GROUP INC	24007-13	12/30/2025		123125	930.00
Invoice: 24007-13				930.00 01606000 54610	EDITS TO KIRCHOFF RD CORRIDOR STUDY PROFESSIONAL SERVICES			
					CHECK	81260	TOTAL:	930.00
81261 01/27/2026	PRTD	2081	MACQUEEN EQUIPMENT LLC	P36889	12/17/2025	20251757	123125	378.44
Invoice: P36889				378.44 14705015 57280	REGULATOR FOR 616 PTO SWITCH FOR 635 REPAIR & MAINTENANCE SUPPLIES			

City of Rolling Meadows



A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 99 10001 CASH - GROUP ACCOUNT (AP CASH)
 CHECK NO CHK DATE TYPE VENDOR NAME INVOICE

CHECK NO	CHK DATE	TYPE	VENDOR NAME	INVOICE	INV DATE	PO	WARRANT	NET
81269	01/27/2026	PRTD	4161 MUNICIPAL COLLECTION SERVICES	031733	12/31/2025		123125	175.00
				175.00 01909000 54610			COLLECTIONS-AR FALSE ALARMS PROFESSIONAL SERVICES	
				Invoice: 031735				
			4161 MUNICIPAL COLLECTION SERVICES	031735	12/31/2025		123125	45.00
				45.00 01909000 54610			COLLECTION-DACRA TICKETS PROFESSIONAL SERVICES	
							CHECK 81269 TOTAL:	220.00
81270	01/27/2026	PRTD	4518 GENUINE PARTS CO INC DBA NAPA AUT	494961	12/30/2025	20251733	123125	592.51
				592.51 14705015 54640			REPLACEMENT A/C COMPRESSOR FOR RM43 OUTSIDE REPAIR AND MAINTENANCE	
							CHECK 81270 TOTAL:	592.51
81271	01/27/2026	PRTD	4130 NOBLETEC LLC	C21716	12/03/2025	20251586	123125	23.00
				23.00 01252500 54640			KEEPER PASSWORD MANAGER OUTSIDE REPAIR AND MAINTENANCE	
				Invoice: C21716				
			4130 NOBLETEC LLC	C21357	11/18/2025	20251543	123125	23.00
				23.00 01252500 54640			KEEPER SECURITY MONTHLY AGREEMENT OUTSIDE REPAIR AND MAINTENANCE	
							CHECK 81271 TOTAL:	46.00
81272	01/27/2026	PRTD	335 NORTH EAST MULTI-REGIONAL TRAININ	394807	12/18/2025		123125	375.00
				375.00 01303010 53110			HIGH RISK VEHICLE STOPS COURSE/PORTERS PROFESSIONAL DEVELOPMENT	
							CHECK 81272 TOTAL:	375.00
81273	01/27/2026	PRTD	333 NORTHWEST COMMUNITY HOSPITAL	38591	12/08/2025		123125	111.00
				111.00 20705030 53090			LABS FOR PW EMP #228 & #608 PHYSICAL EXAMS	
				Invoice: 38591				
			333 NORTHWEST COMMUNITY HOSPITAL	38672	12/10/2025		123125	523.00
				523.00 01808020 54610			PRE-EMPLOY PHYSICAL-IVANOV PROFESSIONAL SERVICES	
				Invoice: 38672				
							CHECK 81273 TOTAL:	634.00
81274	01/27/2026	PRTD	749 PARTNERS & PAWS VETERINARY SERVIC	151674	06/27/2025		123125	18.87
				18.87 17301705 54610			K9 SCAR'S TABLETS PROFESSIONAL SERVICES	

City of Rolling Meadows



A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 99	10001	CASH - GROUP ACCOUNT (AP CASH)							
CHECK NO	CHK DATE	TYPE	VENDOR NAME	INVOICE	INV DATE	PO	WARRANT		NET
81279	01/27/2026	PRTD	4608 SB FRIEDMAN DEVELOPMENT ADVISORS	2.116.25	12/03/2025	20251154	123125		9,934.05
			Invoice: 2.116.25					25R68-TIF CONSULTING-ALGONQUIN RD/KEYSTONE CT PROFESSIONAL SERVICES	
				9,934.05 01909000 54610					
			Invoice: 2.118.25					12/03/2025 20251153 123125	9,997.80
				9,997.80 01909000 54610				25R69-TIF CONSULTING-ALGONQUIN RD/ORCHARD DR PROFESSIONAL SERVICES	
			Invoice: 3.118.25					12/31/2025 20251153 123125	4,970.00
				4,970.00 01909000 54610				25R69-TIF CONSULTING-ALGONQUIN RD/ORCHARD DR PROFESSIONAL SERVICES	
			Invoice: 3.116.25					12/31/2025 20251154 123125	5,662.50
				5,662.50 01909000 54610				25R68-TIF CONSULTING-ALGONQUIN RD/KEYSTONE CT PROFESSIONAL SERVICES	
								CHECK 81279 TOTAL:	30,564.35
81280	01/27/2026	PRTD	405 BOB ROHRMAN'S SCHAUMBURG FORD	442671	11/20/2025		123125		66.55
			Invoice: 442671					REPLACE EXHAUST PIPE HANGER BRACKET RM417 OUTSIDE REPAIR AND MAINTENANCE	
				66.55 14705015 54640					
			Invoice: 441485					10/17/2025 123125	898.77
				898.77 14705015 54640				AWD SYSTEM TS & DISABLE RM408/REF CRDT CM-128680-1 OUTSIDE REPAIR AND MAINTENANCE	
			Invoice: CM-128680-1					07/09/2025 123125	-250.00
				-250.00 14705015 54640				CORE RETURN TURBOCHARGER ASY - REF INV 441485 OUTSIDE REPAIR AND MAINTENANCE	
								CHECK 81280 TOTAL:	715.32
81281	01/27/2026	PRTD	533 ALEC SNAER	121325	12/13/2025	20251754	123125		3,657.00
			Invoice: 121325					TUITION REIM/SNAER PROFESSIONAL DEVELOPMENT	
				3,657.00 01303010 53110					
								CHECK 81281 TOTAL:	3,657.00
81282	01/27/2026	PRTD	443 METIRI ANALYTICAL GROUP INC / SUB GA6000231		12/31/2025	20250069	123125		1,041.92
			Invoice: GA6000231					IEPA MANDATED ANNUAL WATER TESTING - DEC 2025 PROFESSIONAL SERVICES	
				1,041.92 20705030 54610					
								CHECK 81282 TOTAL:	1,041.92
81283	01/27/2026	PRTD	460 THOMPSON ELEVATOR INSPECTION SERV 26-0033		12/31/2025	20250121	123125		817.00
			Invoice: 26-0033					2025 ELEVATOR INSPECTIONS PROFESSIONAL SERVICES	
				817.00 01606000 54610					

City of Rolling Meadows



A/P CASH DISBURSEMENTS JOURNAL

JOURNAL ENTRIES TO BE CREATED

CLERK: Austerladed

YEAR	PER	JNL	SRC	ACCOUNT	JNL	DESC	REF 1	REF 2	REF 3	ACCOUNT	DESC	T	OB	DEBIT	CREDIT
			EFF	DATE						LINE	DESC				
2026	1	381													
APP	01-20000		01/27/2026	123125		W01275					ACCOUNTS PAYABLE			86,157.98	
APP	99-10001		01/27/2026	123125		W01275					AP CASH DISBURSEMENTS JOURNAL				
APP	20-20000		01/27/2026	123125		W01275					CASH - GROUP ACCOUNT (AP CASH)				645,856.90
APP	14-20000		01/27/2026	123125		W01275					AP CASH DISBURSEMENTS JOURNAL				
APP	61-20000		01/27/2026	123125		W01275					ACCOUNTS PAYABLE			25,894.08	
APP	33-20000		01/27/2026	123125		W01275					AP CASH DISBURSEMENTS JOURNAL				
APP	25-20000		01/27/2026	123125		W01275					ACCOUNTS PAYABLE			6,082.15	
APP	16-20000		01/27/2026	123125		W01275					AP CASH DISBURSEMENTS JOURNAL				
APP	17-20000		01/27/2026	123125		W01275					ACCOUNTS PAYABLE			117,831.21	
											AP CASH DISBURSEMENTS JOURNAL				
											ACCOUNTS PAYABLE			17,231.61	
											AP CASH DISBURSEMENTS JOURNAL				
											ACCOUNTS PAYABLE			381,574.00	
											AP CASH DISBURSEMENTS JOURNAL				
											ACCOUNTS PAYABLE			9,899.76	
											AP CASH DISBURSEMENTS JOURNAL				
											GENERAL LEDGER TOTAL			645,856.90	645,856.90
APP	99-01001		01/27/2026	123125		W01275					DUE TO GENERAL FUND			86,157.98	
APP	01-10001		01/27/2026	123125		W01275					CASH - GROUP ACCOUNT (AP CASH)				86,157.98
APP	99-20001		01/27/2026	123125		W01275					DUE TO DUE FROM UTILITIES FUND			25,894.08	
APP	20-10001		01/27/2026	123125		W01275					CASH - GROUP ACCOUNT (AP CASH)				25,894.08
APP	99-14001		01/27/2026	123125		W01275					DUE TO DUE FROM GARAGE FUND			6,082.15	
APP	14-10001		01/27/2026	123125		W01275					CASH - GROUP ACCOUNT (AP CASH)				6,082.15
APP	99-61001		01/27/2026	123125		W01275					DUE TO DUE FROM LOCAL RD FUND			117,831.21	
APP	61-10001		01/27/2026	123125		W01275					CASH - GROUP ACCOUNT (AP CASH)				117,831.21
APP	99-33001		01/27/2026	123125		W01275					DUE TO DUE FROM BUILDING&LAND			17,231.61	
APP	33-10001		01/27/2026	123125		W01275					CASH - GROUP ACCOUNT (AP CASH)				17,231.61
APP	99-25001		01/27/2026	123125		W01275					DUE TO DUE FROM VEHICLE & EQUI			381,574.00	
APP	25-10001		01/27/2026	123125		W01275					CASH - GROUP ACCOUNT (AP CASH)				381,574.00
APP	99-16001		01/27/2026	123125		W01275					DUE TO DUE FROM REFUSE FUND			9,899.76	

City of Rolling Meadows



A/P CASH DISBURSEMENTS JOURNAL
JOURNAL ENTRIES TO BE CREATED

YEAR PER	JNL								
SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC	T OB	DEBIT	CREDIT
						LINE DESC			
	01/27/2026	123125	W01275						
APP 16-10001						CASH - GROUP ACCOUNT (AP CASH)			9,899.76
	01/27/2026	123125	W01275						
APP 99-17001						DUE TO DUE FROM POLICE SEIZURE		1,186.11	
	01/27/2026	123125	W01275						
APP 17-10001						CASH - GROUP ACCOUNT (AP CASH)			1,186.11
	01/27/2026	123125	W01275						
SYSTEM GENERATED ENTRIES TOTAL								645,856.90	645,856.90
JOURNAL 2026/01/381 TOTAL								1,291,713.80	1,291,713.80

City of Rolling Meadows



A/P CASH DISBURSEMENTS JOURNAL
 JOURNAL ENTRIES TO BE CREATED

FUND	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
01 GENERAL FUND	2026	1	381	01/27/2026			
01-10001					CASH - GROUP ACCOUNT (AP CASH)		86,157.98
01-20000					ACCOUNTS PAYABLE	86,157.98	
					FUND TOTAL	86,157.98	86,157.98
14 GARAGE FUND	2026	1	381	01/27/2026			
14-10001					CASH - GROUP ACCOUNT (AP CASH)		6,082.15
14-20000					ACCOUNTS PAYABLE	6,082.15	
					FUND TOTAL	6,082.15	6,082.15
16 REFUSE FUND	2026	1	381	01/27/2026			
16-10001					CASH - GROUP ACCOUNT (AP CASH)		9,899.76
16-20000					ACCOUNTS PAYABLE	9,899.76	
					FUND TOTAL	9,899.76	9,899.76
17 POLICE ASSET SEIZURE FUND	2026	1	381	01/27/2026			
17-10001					CASH - GROUP ACCOUNT (AP CASH)		1,186.11
17-20000					ACCOUNTS PAYABLE	1,186.11	
					FUND TOTAL	1,186.11	1,186.11
20 UTILITIES FUND	2026	1	381	01/27/2026			
20-10001					CASH - GROUP ACCOUNT (AP CASH)		25,894.08
20-20000					ACCOUNTS PAYABLE	25,894.08	
					FUND TOTAL	25,894.08	25,894.08
25 VEHICLE & EQUIPMENT FUND	2026	1	381	01/27/2026			
25-10001					CASH - GROUP ACCOUNT (AP CASH)		381,574.00
25-20000					ACCOUNTS PAYABLE	381,574.00	
					FUND TOTAL	381,574.00	381,574.00
33 BUILDING & LAND FUND	2026	1	381	01/27/2026			
33-10001					CASH - GROUP ACCOUNT (AP CASH)		17,231.61
33-20000					ACCOUNTS PAYABLE	17,231.61	
					FUND TOTAL	17,231.61	17,231.61
61 LOCAL ROAD FUND	2026	1	381	01/27/2026			
61-10001					CASH - GROUP ACCOUNT (AP CASH)		117,831.21
61-20000					ACCOUNTS PAYABLE	117,831.21	
					FUND TOTAL	117,831.21	117,831.21
99 TREASURY FUND	2026	1	381	01/27/2026			

City of Rolling Meadows



A/P CASH DISBURSEMENTS JOURNAL
 JOURNAL ENTRIES TO BE CREATED

FUND	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
99-01001				DUE TO GENERAL FUND	86,157.98	
99-10001				CASH - GROUP ACCOUNT (AP CASH)		645,856.90
99-14001				DUE TO DUE FROM GARAGE FUND	6,082.15	
99-16001				DUE TO DUE FROM REFUSE FUND	9,899.76	
99-17001				DUE TO DUE FROM POLICE SEIZURE	1,186.11	
99-20001				DUE TO DUE FROM UTILITIES FUND	25,894.08	
99-25001				DUE TO DUE FROM VEHICLE & EQUI	381,574.00	
99-33001				DUE TO DUE FROM BUILDING&LAND	17,231.61	
99-61001				DUE TO DUE FROM LOCAL RD FUND	117,831.21	
				FUND TOTAL	645,856.90	645,856.90

A/P CASH DISBURSEMENTS JOURNAL
 JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FR
01	GENERAL FUND		86,157.98
14	GARAGE FUND		6,082.15
16	REFUSE FUND		9,899.76
17	POLICE ASSET SEIZURE FUND		1,186.11
20	UTILITIES FUND		25,894.08
25	VEHICLE & EQUIPMENT FUND		381,574.00
33	BUILDING & LAND FUND		17,231.61
61	LOCAL ROAD FUND		117,831.21
99	TREASURY FUND		
		645,856.90	
TOTAL		645,856.90	645,856.90

** END OF REPORT - Generated by Austerlade, Debra **

City of Rolling Meadows



A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 99 10001 CASH - GROUP ACCOUNT (AP CASH)
 CHECK NO CHK DATE TYPE VENDOR NAME INVOICE

CHECK NO	CHK DATE	TYPE	VENDOR NAME	INVOICE	INV DATE	PO	WARRANT	NET
INVOICE DTL DESC								
81294	01/27/2026	PRTD	4704 BHANU KADALL & DIVYA TEGA GONE	42903	01/12/2026		012626	28.45
			Invoice: 42903		UB 5524623 414 VILLA CIRCLE			
			28.45 20	13250	ACCTS RCVBLE - BILLED WATER			
					CHECK		81294 TOTAL:	28.45
81295	01/27/2026	PRTD	4707 KEN LITWIN JR		01/14/2026		012626	25,500.00
			Invoice: PUB IMPR BOND		HELD PER ORD 15-04L--IMPROVEMENTS NOT COMPLETED			
			25,500.00 08	26391	ESCROW-PUBLIC IMPROV ORD 15-04			
					CHECK		81295 TOTAL:	25,500.00
81296	01/27/2026	PRTD	4703 MINI JOHN	42902	01/12/2026		012626	35.57
			Invoice: 42902		UB 5508040 303 COLLEGE CROSSING			
			35.57 20	13250	ACCTS RCVBLE - BILLED WATER			
					CHECK		81296 TOTAL:	35.57
81297	01/27/2026	PRTD	4705 PHILIP ORCHELL		01/07/2026		012626	20.00
			Invoice: DUPE PYMT-20251356		DUPLICATE PAYMENT-AR INV 20251356			
			20.00 01	44725	ALARM SYSTEM PERMITS			
					CHECK		81297 TOTAL:	20.00
NUMBER OF CHECKS 4 *** CASH ACCOUNT TOTAL ***								25,584.02
					COUNT	AMOUNT		
TOTAL PRINTED CHECKS					4	25,584.02		
*** GRAND TOTAL ***								25,584.02

City of Rolling Meadows



A/P CASH DISBURSEMENTS JOURNAL

JOURNAL ENTRIES TO BE CREATED

CLERK: Austerladed

YEAR	PER	JNL	SRC	ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2026	1	383											
APP	20-20000				01/27/2026	012626	R0127A			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		64.02	
APP	99-10001				01/27/2026	012626	R0127A			CASH - GROUP ACCOUNT (AP CASH) AP CASH DISBURSEMENTS JOURNAL			25,584.02
APP	08-20000				01/27/2026	012626	R0127A			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		25,500.00	
APP	01-20000				01/27/2026	012626	R0127A			ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		20.00	
											GENERAL LEDGER TOTAL	25,584.02	25,584.02
APP	99-20001				01/27/2026	012626	R0127A			DUE TO DUE FROM UTILITIES FUND		64.02	
APP	20-10001				01/27/2026	012626	R0127A			CASH - GROUP ACCOUNT (AP CASH)			64.02
APP	99-08001				01/27/2026	012626	R0127A			DUE TO DUE FROM ESCROW FUND		25,500.00	
APP	08-10001				01/27/2026	012626	R0127A			CASH - GROUP ACCOUNT (AP CASH)			25,500.00
APP	99-01001				01/27/2026	012626	R0127A			DUE TO GENERAL FUND		20.00	
APP	01-10001				01/27/2026	012626	R0127A			CASH - GROUP ACCOUNT (AP CASH)			20.00
											SYSTEM GENERATED ENTRIES TOTAL	25,584.02	25,584.02
											JOURNAL 2026/01/383 TOTAL	51,168.04	51,168.04

City of Rolling Meadows



A/P CASH DISBURSEMENTS JOURNAL
 JOURNAL ENTRIES TO BE CREATED

FUND	ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
01	GENERAL FUND 01-10001 01-20000	2026	1	383	01/27/2026	CASH - GROUP ACCOUNT (AP CASH)		20.00
						ACCOUNTS PAYABLE	20.00	
						FUND TOTAL	20.00	20.00
08	ESCROW FUND 08-10001 08-20000	2026	1	383	01/27/2026	CASH - GROUP ACCOUNT (AP CASH)		25,500.00
						ACCOUNTS PAYABLE	25,500.00	
						FUND TOTAL	25,500.00	25,500.00
20	UTILITIES FUND 20-10001 20-20000	2026	1	383	01/27/2026	CASH - GROUP ACCOUNT (AP CASH)		64.02
						ACCOUNTS PAYABLE	64.02	
						FUND TOTAL	64.02	64.02
99	TREASURY FUND 99-01001 99-08001 99-10001 99-20001	2026	1	383	01/27/2026	DUE TO GENERAL FUND	20.00	
						DUE TO DUE FROM ESCROW FUND	25,500.00	
						CASH - GROUP ACCOUNT (AP CASH)		25,584.02
						DUE TO DUE FROM UTILITIES FUND	64.02	
						FUND TOTAL	25,584.02	25,584.02

City of Rolling Meadows



A/P CASH DISBURSEMENTS JOURNAL
JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FR
01	GENERAL FUND		20.00
08	ESCROW FUND		25,500.00
20	UTILITIES FUND		64.02
99	TREASURY FUND		
		25,584.02	
TOTAL		25,584.02	25,584.02

** END OF REPORT - Generated by Austerlade, Debra **

City of Rolling Meadows



A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 99 10001 CASH - GROUP ACCOUNT (AP CASH)
 CHECK NO CHK DATE TYPE VENDOR NAME INVOICE

CHECK NO	CHK DATE	TYPE	VENDOR NAME	INVOICE	INV DATE	PO	WARRANT	NET
								INVOICE DTL DESC
								CHECK 81302 TOTAL: 195,487.73
81303	01/27/2026	PRTD	2702 BESTCO HARTFORD	01012026	01/04/2026	20260010	012726	18,654.14
Invoice: 01012026				18,654.14	45002050	52148	INSURANCE-RETIRES RETIRES MEDICARE SUP REIMB	
								CHECK 81303 TOTAL: 18,654.14
81304	01/27/2026	PRTD	3503 CANON FINANCIAL SERVICES INC	42481884	01/12/2026	20260008	012726	3,054.16
Invoice: 42481884				3,054.16	25005025	60003	COPIER LEASE EQUIPMENT - CITYWIDE	
								CHECK 81304 TOTAL: 3,054.16
81305	01/27/2026	PRTD	1705 CELLEBRITE INC	INVUS293468	01/01/2026	20260040	012726	15,490.00
Invoice: INVUS293468				15,490.00	01303020	54610	CELLEBRITE 2026 SUBSCRIPTION PROFESSIONAL SERVICES	
								CHECK 81305 TOTAL: 15,490.00
81306	01/27/2026	PRTD	107 COMCAST	001400	01/01/2026	20260050	012726	9.28
Invoice: 001400 010126-013126				9.28	33705050	54610	PW COMCAST JANUARY SERVICE PROFESSIONAL SERVICES	
								CHECK 81306 TOTAL: 9.28
81307	01/27/2026	PRTD	516 COMED	321222	01/06/2026		012726	130.00
Invoice: 321222 1203-010626				130.00	61705010	54290	4205 W FRONTAGE RD 12/3-01/06/26 UTILITIES	
								CHECK 81307 TOTAL: 130.00
81308	01/27/2026	PRTD	4191 COMMERCIAL ELECTRONICS CORP	INV-33084	01/01/2026	20260061	012726	4,500.00
Invoice: INV-33084				4,500.00	01303000	54610	911-CLIC-RENEWAL PROFESSIONAL SERVICES	
								CHECK 81308 TOTAL: 4,500.00
81309	01/27/2026	PRTD	4353 CONSTELLATION TELECOM LLC	7389	01/01/2026	20260000	012726	343.35
Invoice: 7389				343.35	20705030	54300	POTS LINES-WATER FACILITIES TELECOMMUNICATIONS	
								CHECK 81309 TOTAL: 343.35

City of Rolling Meadows



A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 99		10001		CASH - GROUP ACCOUNT (AP CASH)					
CHECK NO	CHK DATE	TYPE	VENDOR NAME	INVOICE	INV DATE	PO	WARRANT	NET	
INVOICE DTL DESC									
81310	01/27/2026	PRTD	3945 CRYSTAL MAINTENANCE PLUS CORP	33326	01/01/2026	20260063	012726	4,675.00	
	Invoice: 33326								
				4,675.00	33705050	54920	PW AND CH CLEANING - JANUARY 2026 CLEANING SERVICES		
							CHECK	81310 TOTAL:	4,675.00
81311	01/27/2026	PRTD	4567 CHRISTOPHER DANNER	010626	01/06/2026	20260062	012726	3,719.26	
	Invoice: 010626								
				3,719.26	01303010	53110	TUITION REIM/DANNER PROFESSIONAL DEVELOPMENT		
							CHECK	81311 TOTAL:	3,719.26
81312	01/27/2026	PRTD	1625 SEAN EDGAR	010526	01/05/2026		012726	250.00	
	Invoice: 010526								
				250.00	01303010	56230	2026 EQUIP REIM/EDGAR SMALL TOOLS AND EQUIPMENT		
							CHECK	81312 TOTAL:	250.00
81313	01/27/2026	PRTD	555 EJ EQUIPMENT INC	P18795	01/07/2026	20260066	012726	560.61	
	Invoice: P18795								
				560.61	14705015	57280	EXTENSION HARNESS FOR T336 REPAIR & MAINTENANCE SUPPLIES		
							CHECK	81313 TOTAL:	560.61
81314	01/27/2026	PRTD	4433 FIELDS OUTDOOR ADVENTURES	25282	01/01/2026	20260060	012726	7,000.00	
	Invoice: 25282								
				7,000.00	01303000	56220	FIELDS/9MM BULLETS OPERATING SUPPLIES		
							CHECK	81314 TOTAL:	7,000.00
81315	01/27/2026	PRTD	163 FLEET SAFETY SUPPLY	86337	01/08/2026	20260068	012726	579.32	
	Invoice: 86337								
				579.32	14705015	57280	REPLACEMENT PREEMPTION FOR C188 REPAIR & MAINTENANCE SUPPLIES		
							CHECK	81315 TOTAL:	579.32
81316	01/27/2026	PRTD	169 GARVEY'S OFFICE PRODUCTS INC	WO-841208-1	01/07/2026	20260054	012726	820.00	
	Invoice: WO-841208-1								
				820.00	01909000	56210	CITY COPY PAPER OFFICE SUPPLIES		
							CHECK	81316 TOTAL:	820.00

City of Rolling Meadows



A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 99 10001 CASH - GROUP ACCOUNT (AP CASH)

CHECK NO	CHK DATE	TYPE	VENDOR NAME	INVOICE	INV DATE	PO	WARRANT	NET
81329	01/27/2026	PRTD	4557 MCCANN WINDOW AND DOOR	2243	01/04/2026	20251062	012726	1,920.00
			Invoice: 2243					
				1,920.00	33705050	60010	LOCK AND CLOSER REPLACEMENT ON EXTERIOR PW DOORS BUILDING IMPROVEMENTS	
							CHECK 81329 TOTAL:	1,920.00
81330	01/27/2026	PRTD	297 MENARDS	57461	01/08/2026	20260070	012726	188.81
			Invoice: 57461					
				188.81	61705010	56220	MAILBOX MATERIALS OPERATING SUPPLIES	
			Invoice: 57468					
			MENARDS	57468	01/08/2026	20260076	012726	77.21
				77.21	20705030	56220	SCHEDULE 40 PVC PIPE AND FITTINGS OPERATING SUPPLIES	
							CHECK 81330 TOTAL:	266.02
81331	01/27/2026	PRTD	308 MIKE'S TOWING AUTO & TRUCK REPAIR	1075496	01/08/2026	20260072	012726	79.00
			Invoice: 1075496					
				79.00	14705015	54610	SAFETY LANE INSPECTION T314 T356 PROFESSIONAL SERVICES	
			Invoice: 1075526					
			MIKE'S TOWING AUTO & TRUCK REPAIR	1075526	01/13/2026	20260084	012726	79.00
				79.00	14705015	54610	SAFETY LANE INSPECTIONS T338 & SPEC EVENTS TRAILER PROFESSIONAL SERVICES	
							CHECK 81331 TOTAL:	158.00
81332	01/27/2026	PRTD	3181 MORTON SALT INC	5403943938	01/01/2026	20260035	012726	9,090.07
			Invoice: 5403943938					
				9,090.07	61705010	56260	25R99 ROAD SALT SNOW REMOVAL SUPPLIES	
			Invoice: 5403941918					
			MORTON SALT INC	5403941918	01/01/2026	20260035	012726	19,577.38
				19,577.38	61705010	56260	25R99 ROAD SALT SNOW REMOVAL SUPPLIES	
							CHECK 81332 TOTAL:	28,667.45
81333	01/27/2026	PRTD	4518 GENUINE PARTS CO INC DBA NAPA AUT	495576	01/07/2026	20260049	012726	213.11
			Invoice: 495576					
				213.11	14705015	57280	MOTOR OIL AND OIL FILTERS REPAIR & MAINTENANCE SUPPLIES	
			Invoice: 495567					
			GENUINE PARTS CO INC DBA NAPA AUT	495567	01/07/2026	20260049	012726	65.70
				65.70	14705015	57280	VAL 1 CART PLEX EP GRS (500) REPAIR & MAINTENANCE SUPPLIES	
			Invoice: 495320					
			GENUINE PARTS CO INC DBA NAPA AUT	495320	01/05/2026	20260049	012726	140.70
				140.70	14705015	57280	FRONT UPPER & LOWER BALL JOINT - 2018 FORD F250 REPAIR & MAINTENANCE SUPPLIES	

City of Rolling Meadows



A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 99 10001 CASH - GROUP ACCOUNT (AP CASH)
 CHECK NO CHK DATE TYPE VENDOR NAME INVOICE

CHECK NO	CHK DATE	TYPE	VENDOR NAME	INVOICE	INV DATE	PO	WARRANT	NET
					INVOICE DTL DESC			
Invoice: 496000			GENUINE PARTS CO INC DBA NAPA AUT 496000	496000	01/12/2026	20260080	012726	44.75
				44.75 14705015 57280	OIL & FUEL FILTERS REPAIR & MAINTENANCE SUPPLIES			
Invoice: 496090			GENUINE PARTS CO INC DBA NAPA AUT 496090	496090	01/13/2026	20260085	012726	27.65
				27.65 14705015 57280	ELECTRONIC CLEANER SPRAY AND LUBE REPAIR & MAINTENANCE SUPPLIES			
Invoice: 496247			GENUINE PARTS CO INC DBA NAPA AUT 496247	496247	01/14/2026	20260090	012726	63.43
				63.43 14705015 56230	REPLACEMENT CUTTING BITS LATHE SMALL TOOLS AND EQUIPMENT			
					CHECK	81333	TOTAL:	555.34
81334 01/27/2026 PRTD			340 NORTH SUBURBAN ASSOCIATION OF CHI 202614	202614	01/06/2026		012726	400.00
Invoice: 202614				400.00 01303000 54630	2026 MEMBERSHIP FEE DUES AND SUBSCRIPTIONS			
					CHECK	81334	TOTAL:	400.00
81335 01/27/2026 PRTD			4633 NORTHWEST CENTRAL DISPATCH SYSTEM 9908	9908	01/01/2026	20260003	012726	14,868.91
Invoice: 9908				14,868.91 04005005 54610	FEB 2026 MONTHLY MEMBER ASSESSMENT PROFESSIONAL SERVICES			
					CHECK	81335	TOTAL:	14,868.91
81336 01/27/2026 PRTD			348 NORTHWESTERN UNIVERSITY 29517	29517	01/08/2026	20260043	012726	4,600.00
Invoice: 29517				4,600.00 01303000 53110	STAFF AND COMMAND/EVERETT PROFESSIONAL DEVELOPMENT			
					CHECK	81336	TOTAL:	4,600.00
81337 01/27/2026 PRTD			3648 PENTEGRA SYSTEMS LLC 69968	69968	01/14/2026	20251634	012726	11,153.00
Invoice: 69968				11,153.00 25255025 60006	ACCESS CONTROL ADDITIONAL DOORS EQUIPMENT - IT			
					CHECK	81337	TOTAL:	11,153.00
81338 01/27/2026 PRTD			378 POMP'S TIRE SERVICE 411206330	411206330	01/09/2026	20260065	012726	82.50
Invoice: 411206330				82.50 14705015 56255	REPLACEMENT TRAILER TIRE TIRES			
Invoice: 280180102			POMP'S TIRE SERVICE 280180102	280180102	01/08/2026	20260081	012726	3,019.22
				3,019.22 14705015 56255	REFUSE AND DUMP TRUCK TIRES TIRES			

City of Rolling Meadows



A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 99 10001 CASH - GROUP ACCOUNT (AP CASH)

CHECK NO	CHK DATE	TYPE	VENDOR NAME	INVOICE	INV DATE	PO	WARRANT	NET
					INVOICE DTL DESC			
					CHECK	81338	TOTAL:	3,101.72
81339	01/27/2026	PRTD	1297 REX RADIATOR & WELDING CO INC	B142829	01/12/2026	20260083	012726	395.00
			Invoice: B142829					
				395.00 14705015 54640				
					RADIATOR REPAIRS FOR RM353			
					OUTSIDE REPAIR AND MAINTENANCE			
					CHECK	81339	TOTAL:	395.00
81340	01/27/2026	PRTD	4702 RUBBER STAMPS UNLIMITED INC	1254846	01/08/2026		012726	17.65
			Invoice: 1254846					
				17.65 01606000 56210				
					RUBBER STAMP REPLACEMENT PAD			
					OFFICE SUPPLIES			
					CHECK	81340	TOTAL:	17.65
81341	01/27/2026	PRTD	527 SAFETY-KLEEN SYSTEMS INC	98911101	01/07/2026	20260071	012726	356.83
			Invoice: 98911101					
				356.83 14705015 54610				
					PARTS WASHER SERVICE			
					PROFESSIONAL SERVICES			
					CHECK	81341	TOTAL:	356.83
81342	01/27/2026	PRTD	405 BOB ROHRMAN'S SCHAUMBURG FORD	131620	01/08/2026	20260069	012726	14.17
			Invoice: 131620					
				14.17 14705015 57280				
					REPLACEMENT OIL CAP FOR C190			
					REPAIR & MAINTENANCE SUPPLIES			
			Invoice: 444008					
				195.00 14705015 54640				
					OIL CONSUMPTION TROUBLESHOOTING ON RM437			195.00
					OUTSIDE REPAIR AND MAINTENANCE			
			Invoice: 131681					
				760.46 14705015 57280				
					LB5Z, 1340H-LAMP ASY-REAR, STOP, FLASH			760.46
					REPAIR & MAINTENANCE SUPPLIES			
			Invoice: 131754					
				393.34 14705015 57280				
					REPLACEMENT STEERING WHEEL FOR RM42			393.34
					REPAIR & MAINTENANCE SUPPLIES			
					CHECK	81342	TOTAL:	1,362.97
81343	01/27/2026	PRTD	419 SHERWIN-WILLIAMS CO	9964-2	01/02/2026	20251751	012726	71.40
			Invoice: 9964-2					
				71.40 33705050 57280				
					PW ADMIN PAINT			
					REPAIR & MAINTENANCE SUPPLIES			
			Invoice: 9965-9					
				49.95 33705050 57280				
					PW ADMIN PAINT			49.95
					REPAIR & MAINTENANCE SUPPLIES			

City of Rolling Meadows



A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 99 10001 CASH - GROUP ACCOUNT (AP CASH)
 CHECK NO CHK DATE TYPE VENDOR NAME INVOICE

CHECK NO	CHK DATE	TYPE	VENDOR NAME	INVOICE	INV DATE	PO	WARRANT	NET
					INVOICE DTL DESC			
					CHECK	81343	TOTAL:	121.35
81344	01/27/2026	PRTD	452 TAYLOR PLUMBING INC	41599	01/09/2026	20260088	012726	406.00
			Invoice: 41599		FD 15 PLUMBING			
				406.00 33705050 54640	OUTSIDE REPAIR AND MAINTENANCE			
					CHECK	81344	TOTAL:	406.00
81345	01/27/2026	PRTD	4442 CHRIS THIELSEN INC	142026	01/04/2026	20260092	012726	360.00
			Invoice: 142026		VEHICLE LIFT INSPECTIONS			
				360.00 14705015 54610	PROFESSIONAL SERVICES			
					CHECK	81345	TOTAL:	360.00
81346	01/27/2026	PRTD	4156 VC3 INC	VC3-233925	01/09/2026	20260023	012726	3,860.00
			Invoice: VC3-233925		23R118 DISASTER RECOVERY SERVICES			
				3,860.00 25255025 60006	EQUIPMENT - IT			
					CHECK	81346	TOTAL:	3,860.00
81347	01/27/2026	PRTD	484 UNITE PRIVATE NETWORKS LLC DBA SE SI-26-000798		01/01/2026	20260022	012726	3,147.00
			Invoice: SI-26-000798		FIBER NETWORK FEE			
				3,147.00 25255025 60006	EQUIPMENT - IT			
					CHECK	81347	TOTAL:	3,147.00
81348	01/27/2026	PRTD	4502 VESTIS GROUP INC	6020422838	01/02/2026	20251739	012726	69.00
			Invoice: 6020422838		VESTIS UNIFORM COMPANY - PWMP EMPLOYEES			
				48.70 14705015 54610	PROFESSIONAL SERVICES			
				20.30 14705015 56100	SUPPLIES UNIFORMS & CLOTHING			
					CHECK	81348	TOTAL:	69.00
81349	01/27/2026	PRTD	753 WAREHOUSE DIRECT INC	6061100-0	01/06/2026	20260087	012726	507.63
			Invoice: 6061100-0		MOTORPOOL DETERGENT			
				507.63 33705050 56220	OPERATING SUPPLIES			
					CHECK	81349	TOTAL:	507.63
81350	01/27/2026	PRTD	2153 ZIEBELL WATER SERVICE PRODUCTS IN 271597-000		01/12/2026	20260089	012726	2,756.95
			Invoice: 271597-000		PIPE PROBES AND WATERMAIN REPAIR PARTS			
				2,411.95 20705030 57280	REPAIR & MAINTENANCE SUPPLIES			
				345.00 20705035 56230	SMALL TOOLS AND EQUIPMENT			

A/P CASH DISBURSEMENTS JOURNAL

	CHECK	81350	TOTAL:	2,756.95
NUMBER OF CHECKS	53	*** CASH ACCOUNT TOTAL ***		359,812.96
		COUNT	AMOUNT	
TOTAL PRINTED CHECKS		53	359,812.96	
		*** GRAND TOTAL ***		359,812.96

City of Rolling Meadows



A/P CASH DISBURSEMENTS JOURNAL

JOURNAL ENTRIES TO BE CREATED

CLERK: Austerladed

YEAR	PER	JNL	SRC	ACCOUNT	JNL	DESC	REF 1	REF 2	REF 3	ACCOUNT	DESC	T	OB	DEBIT	CREDIT
			EFF	DATE						LINE	DESC				
2026	1	385													
APP	01-20000			01/27/2026	012726		W0127B				ACCOUNTS PAYABLE			41,208.14	
APP	99-10001			01/27/2026	012726		W0127B				AP CASH DISBURSEMENTS JOURNAL				
APP	33-20000			01/27/2026	012726		W0127B				CASH - GROUP ACCOUNT (AP CASH)				359,812.96
APP	04-20000			01/27/2026	012726		W0127B				AP CASH DISBURSEMENTS JOURNAL				
APP	45-20000			01/27/2026	012726		W0127B				ACCOUNTS PAYABLE			9,605.25	
APP	25-20000			01/27/2026	012726		W0127B				AP CASH DISBURSEMENTS JOURNAL				
APP	61-20000			01/27/2026	012726		W0127B				ACCOUNTS PAYABLE			210,356.64	
APP	20-20000			01/27/2026	012726		W0127B				AP CASH DISBURSEMENTS JOURNAL				
APP	14-20000			01/27/2026	012726		W0127B				ACCOUNTS PAYABLE			18,654.14	
APP	16-20000			01/27/2026	012726		W0127B				AP CASH DISBURSEMENTS JOURNAL				
APP	23-20000			01/27/2026	012726		W0127B				ACCOUNTS PAYABLE			21,214.16	
				01/27/2026	012726		W0127B				AP CASH DISBURSEMENTS JOURNAL				
											GENERAL LEDGER TOTAL			359,812.96	359,812.96
APP	99-01001			01/27/2026	012726		W0127B				DUE TO GENERAL FUND			41,208.14	
APP	01-10001			01/27/2026	012726		W0127B				CASH - GROUP ACCOUNT (AP CASH)				41,208.14
APP	99-33001			01/27/2026	012726		W0127B				DUE TO DUE FROM BUILDING&LAND			9,605.25	
APP	33-10001			01/27/2026	012726		W0127B				CASH - GROUP ACCOUNT (AP CASH)				9,605.25
APP	99-04001			01/27/2026	012726		W0127B				DUE TO DUE FROM 911 FUND			210,356.64	
APP	04-10001			01/27/2026	012726		W0127B				CASH - GROUP ACCOUNT (AP CASH)				210,356.64
APP	99-45001			01/27/2026	012726		W0127B				DUE TO DUE FROM HEALTH FUND			18,654.14	
APP	45-10001			01/27/2026	012726		W0127B				CASH - GROUP ACCOUNT (AP CASH)				18,654.14
APP	99-25001			01/27/2026	012726		W0127B				DUE TO DUE FROM VEHICLE & EQUI			21,214.16	
APP	25-10001			01/27/2026	012726		W0127B				CASH - GROUP ACCOUNT (AP CASH)				21,214.16
APP	99-61001										DUE TO DUE FROM LOCAL RD FUND			28,986.26	

City of Rolling Meadows



A/P CASH DISBURSEMENTS JOURNAL
 JOURNAL ENTRIES TO BE CREATED

YEAR PER	JNL										
SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC	T OB	DEBIT	CREDIT		
						LINE DESC					
APP 61-10001	01/27/2026	012726	W0127B			CASH - GROUP ACCOUNT (AP CASH)			28,986.26		
APP 99-20001	01/27/2026	012726	W0127B			DUE TO DUE FROM UTILITIES FUND		20,395.76			
APP 20-10001	01/27/2026	012726	W0127B			CASH - GROUP ACCOUNT (AP CASH)			20,395.76		
APP 99-14001	01/27/2026	012726	W0127B			DUE TO DUE FROM GARAGE FUND		8,337.96			
APP 14-10001	01/27/2026	012726	W0127B			CASH - GROUP ACCOUNT (AP CASH)			8,337.96		
APP 99-16001	01/27/2026	012726	W0127B			DUE TO DUE FROM REFUSE FUND		364.65			
APP 16-10001	01/27/2026	012726	W0127B			CASH - GROUP ACCOUNT (AP CASH)			364.65		
APP 99-23001	01/27/2026	012726	W0127B			DUE TO DUE FROM LIABILITY FUND		690.00			
APP 23-10001	01/27/2026	012726	W0127B			CASH - GROUP ACCOUNT (AP CASH)			690.00		
SYSTEM GENERATED ENTRIES TOTAL								359,812.96		359,812.96	
JOURNAL 2026/01/385 TOTAL								719,625.92		719,625.92	

City of Rolling Meadows



A/P CASH DISBURSEMENTS JOURNAL
 JOURNAL ENTRIES TO BE CREATED

FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
01 GENERAL FUND 01-10001 01-20000	2026 1	385	01/27/2026	CASH - GROUP ACCOUNT (AP CASH)		41,208.14
				ACCOUNTS PAYABLE	41,208.14	
				FUND TOTAL	41,208.14	41,208.14
04 911 FUND 04-10001 04-20000	2026 1	385	01/27/2026	CASH - GROUP ACCOUNT (AP CASH)		210,356.64
				ACCOUNTS PAYABLE	210,356.64	
				FUND TOTAL	210,356.64	210,356.64
14 GARAGE FUND 14-10001 14-20000	2026 1	385	01/27/2026	CASH - GROUP ACCOUNT (AP CASH)		8,337.96
				ACCOUNTS PAYABLE	8,337.96	
				FUND TOTAL	8,337.96	8,337.96
16 REFUSE FUND 16-10001 16-20000	2026 1	385	01/27/2026	CASH - GROUP ACCOUNT (AP CASH)		364.65
				ACCOUNTS PAYABLE	364.65	
				FUND TOTAL	364.65	364.65
20 UTILITIES FUND 20-10001 20-20000	2026 1	385	01/27/2026	CASH - GROUP ACCOUNT (AP CASH)		20,395.76
				ACCOUNTS PAYABLE	20,395.76	
				FUND TOTAL	20,395.76	20,395.76
23 LIABILITY INSURANCE FUND 23-10001 23-20000	2026 1	385	01/27/2026	CASH - GROUP ACCOUNT (AP CASH)		690.00
				ACCOUNTS PAYABLE	690.00	
				FUND TOTAL	690.00	690.00
25 VEHICLE & EQUIPMENT FUND 25-10001 25-20000	2026 1	385	01/27/2026	CASH - GROUP ACCOUNT (AP CASH)		21,214.16
				ACCOUNTS PAYABLE	21,214.16	
				FUND TOTAL	21,214.16	21,214.16
33 BUILDING & LAND FUND 33-10001 33-20000	2026 1	385	01/27/2026	CASH - GROUP ACCOUNT (AP CASH)		9,605.25
				ACCOUNTS PAYABLE	9,605.25	
				FUND TOTAL	9,605.25	9,605.25
45 HEALTH INSURANCE FUND	2026 1	385	01/27/2026			

City of Rolling Meadows



A/P CASH DISBURSEMENTS JOURNAL
 JOURNAL ENTRIES TO BE CREATED

FUND	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
45-10001				CASH - GROUP ACCOUNT (AP CASH)		18,654.14
45-20000				ACCOUNTS PAYABLE	18,654.14	
				FUND TOTAL	18,654.14	18,654.14
61 LOCAL ROAD FUND	2026 1	385	01/27/2026			
61-10001				CASH - GROUP ACCOUNT (AP CASH)		28,986.26
61-20000				ACCOUNTS PAYABLE	28,986.26	
				FUND TOTAL	28,986.26	28,986.26
99 TREASURY FUND	2026 1	385	01/27/2026			
99-01001				DUE TO GENERAL FUND	41,208.14	
99-04001				DUE TO DUE FROM 911 FUND	210,356.64	
99-10001				CASH - GROUP ACCOUNT (AP CASH)		359,812.96
99-14001				DUE TO DUE FROM GARAGE FUND	8,337.96	
99-16001				DUE TO DUE FROM REFUSE FUND	364.65	
99-20001				DUE TO DUE FROM UTILITIES FUND	20,395.76	
99-23001				DUE TO DUE FROM LIABILITY FUND	690.00	
99-25001				DUE TO DUE FROM VEHICLE & EQUI	21,214.16	
99-33001				DUE TO DUE FROM BUILDING&LAND	9,605.25	
99-45001				DUE TO DUE FROM HEALTH FUND	18,654.14	
99-61001				DUE TO DUE FROM LOCAL RD FUND	28,986.26	
				FUND TOTAL	359,812.96	359,812.96

A/P CASH DISBURSEMENTS JOURNAL
 JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FR
01	GENERAL FUND		41,208.14
04	911 FUND		210,356.64
14	GARAGE FUND		8,337.96
16	REFUSE FUND		364.65
20	UTILITIES FUND		20,395.76
23	LIABILITY INSURANCE FUND		690.00
25	VEHICLE & EQUIPMENT FUND		21,214.16
33	BUILDING & LAND FUND		9,605.25
45	HEALTH INSURANCE FUND		18,654.14
61	LOCAL ROAD FUND		28,986.26
99	TREASURY FUND		
		359,812.96	
		TOTAL	359,812.96

** END OF REPORT - Generated by Austerlade, Debra **

Council Action Summary – January 27, 2026

Agenda Location: Consent Resolutions

D) Approve the Retainment of Closed Session Minutes and Recordings

Attachments:

- Resolution

Background:

The City Council, in closed session on January 20, 2026, reviewed minutes of closed sessions of the City Council. At that meeting, the City Council determined that a continued need exists for confidentiality of certain minutes.

Previous Council Action:

- ◆ January 20, 2026 – Reviewed Closed Session Minutes
- ◆ May 27, 2025 – Passed Resolution No. 25-R-46
- ◆ May 13, 2025 – Reviewed Closed Session Minutes
- ◆ November 26, 2024 – Passed Resolution No. 24-R-93
- ◆ November 12, 2024 – Reviewed Closed Session Minutes
- ◆ May 14, 2024 – Reviewed Closed Session Minutes
- ◆ November 14, 2023 – Reviewed Closed Session Minutes
- ◆ April 25, 2023 – Passed Resolution No. 23-R-61
- ◆ April 11, 2023 – Reviewed Closed Session Minutes
- ◆ November 22, 2022 – Passed Resolution No. 22-R-104
- ◆ November 8, 2022 – Review Closed Session Minutes
- ◆ October 25, 2022 – Continued to November 8, 2022
- ◆ May 10, 2022 – Review of Closed Session Minutes
- ◆ April 12, 2022 – Continued to May 10, 2022
- ◆ March 22, 2022 – Continued to April 12, 2022
- ◆ October 26, 2021 – Review of Closed Session Minutes
- ◆ March 23, 2021 – Review of Closed Session Minutes
- ◆ October 13, 2020 – Review of Closed Session Minutes
- ◆ May 12, 2020 – Review of Closed Session Minutes

Staff Recommendation:

Approve Resolution as presented.

A RESOLUTION REGARDING CLOSED SESSION MINUTES

WHEREAS, the City Council in closed session on January 20, 2026, reviewed minutes of closed sessions of the City Council not heretofore released; and

WHEREAS, as a result of the review of the minutes of closed sessions of the City Council, the City Council has determined that a continued need exists for confidentiality of certain minutes.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROLLING MEADOWS, ILLINOIS that it hereby determines that the following minutes of closed sessions continue to require confidential treatment and are therefore not available for public inspection:

5/20/25	1/9/24	8/9/22	10/6/21	9/22/20	1/8/19	2/16/16	12/4/12	6/28/11
7/22/25	1/30/24	8/23/22	10/11/21	10/13/20	2/12/19	4/19/16	12/11/12	7/12/11
8/26/25	2/13/24	10/25/22	10/12/21	10/27/20	7/23/19	5/17/16	1/8/13	7/26/11
9/30/25	3/12/24	11/8/22	10/13/21	11/10/20	8/13/19	6/21/16	1/22/13	9/13/11
10/14/25	4/9/24	12/20/22	10/18/21	1/12/21	8/27/19	7/19/16	3/12/13	9/27/11
10/28/25	4/23/24	1/10/23	10/26/21	1/26/21	9/10/19	7/26/16	3/19/13	10/11/11
11/10/25	5/14/24	1/24/23	11/3/21	2/9/21	9/24/19	8/16/16	3/26/13	10/18/11
11/18/25	7/16/24	2/14/23	11/9/21	2/23/21	10/15/19	8/23/16	4/9/13	10/25/11
1/13/26	8/27/24	2/21/23	11/23/21	3/9/21	12/17/19	9/27/16	4/16/13	11/1/11
	9/10/24	2/28/23	12/7/21	3/23/21	1/28/20	5/16/17	7/23/13	1/24/12
	10/8/24	3/14/23	12/21/21	5/11/21	2/11/20	6/27/17	8/13/13	4/10/12
	10/15/24	3/28/23	1/11/22	5/25/21	2/25/20	3/13/18	8/27/13	4/17/12
	10/22/24	4/11/23	1/25/22	6/8/21	3/10/20	4/10/18	9/10/13	4/24/12
	11/12/24	5/9/23	2/8/22	6/22/21	3/24/20	5/8/18	9/17/13	5/8/12
	1/14/25	5/23/23	2/22/22	7/13/21	4/14/20	5/22/18	9/24/13	7/24/12
	1/28/25	6/13/23	3/8/22	7/27/21	4/28/20	6/12/18	10/15/13	8/14/12
	2/11/25	6/20/23	3/22/22	8/4/21	5/12/20	9/25/18	10/22/13	8/21/12
	2/18/25	7/11/23	4/12/22	8/10/21	7/14/20	10/23/18	11/26/13	9/18/12
	2/25/25	9/12/23	5/10/22	8/24/21	7/28/20	11/13/18	11/10/15	9/25/12
	3/11/25	10/24/23	6/14/22	9/1/21	8/11/20	11/27/18	11/17/15	10/9/12
	3/18/25	11/14/23	7/12/22	9/14/21	8/25/20	12/4/18	12/8/15	11/13/12
	5/13/15	12/19/23	7/26/22	9/28/21	9/8/20	12/11/18	2/9/16	11/20/12

AYES:

NAYS:

ABSENT:

Passed and approved this 27th day of January, 2026.

Lara Sanoica, Mayor

ATTEST:

Judith Brose, Deputy City Clerk

Council Action Summary – January 27, 2026

Agenda Location: Consent Resolutions

- E)** Approve Updates and Amendments to the City of Rolling Meadows Employee Manual

Attachments: Proposed Resolution

Background:

This Resolution, if adopted, will approve certain updates and amendments to the City of Rolling Meadows Employee Manual (“Employee Manual”). The proposed amendments update certain provisions in accordance with recent changes to various laws impacting City employees and the provisions of the Employee Manual, as well as an addition of an Artificial Intelligence (AI) use policy, and are redlined in the Employee Manual attached as Exhibit A to the Resolution.

Changes of note include:

- Incorporation of a new policy on the acceptable use of generative AI platforms.
- The following changes required by recent changes State law:
 - Updates to break time for nursing mothers in the workplace ([PA 104-0076](#))
 - Updates to military leave and pay under the Illinois Servicemember Employment and Reemployment Act ([PA 104-0176](#))
 - Pre-tax transportation accounts extended to all employees ([PA 104-0272](#))
 - Blood and organ donation leave extended to part-time employees ([PA 104-0193](#))
 - Special leave granted to participate in military funeral honors detail ([PA 104-0078](#))
 - Special leave granted to families with a child in NICU ([PA 104-0259](#))

Recommended Action: Adopt the Resolution.

**A RESOLUTION APPROVING UPDATES AND AMENDMENTS TO
THE CITY OF ROLLING MEADOWS EMPLOYEE MANUAL**

WHEREAS, the City Council of the City of Rolling Meadows previously approved Resolution No. 23-R-151 on December 19, 2023, which adopted a comprehensively revised City of Rolling Meadows Employee Manual (“Employee Manual”); and

WHEREAS, the City Council of the City of Rolling Meadows has periodically amended the Employee Manual, most recently by Resolution 25-R-03 adopted on January 14, 2025; and

WHEREAS, the corporate authorities of the City of Rolling Meadows desire and deem it necessary and in the best interest of the City to amend said Employee Manual in order to implement practical changes and update certain provisions in accordance with recent changes to various laws impacting City employees and the provisions of the Employee Manual.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Rolling Meadows, Cook County, Illinois, as follows:

Section 1: The facts and statements contained in the preambles to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

Section 2: The City of Rolling Meadows Employee Manual, updated and amended substantially in the form and content as attached hereto as **Exhibit A**, is hereby approved.

Section 3: This Resolution shall be in full force and effect from and after its passage and approval in accordance with law.

ADOPTED this 27th day of January, 2026, by the City Council of the City of Rolling Meadows on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 27th day of January, 2026.

Lara Sanoica, Mayor

ATTESTED and filed in my office,
this 27th day of January, 2026.

Judith Brose, Deputy City Clerk

Exhibit A

City of Rolling Meadows Employee Manual
Updated and Amended through January 27, 2026

*City of Rolling Meadows Employee Manual
Effective January 1, 2024 - Revised January 27, 2026*



EMPLOYEE MANUAL

Effective: January 1, 2024

Revised: January ~~14, 2025~~27, 2026 (Resolution No. 25-R-03)_)

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CHAPTER 1: INTRODUCTION

1.1 Purpose of Employee Manual

The purpose of the City of Rolling Meadows Employee Manual (“*Manual*”) is to present the principal rules, regulations, benefits and conditions of employment that may apply to City employees. The City reserves the right to apply, interpret, change, suspend, add to, or cancel all or part of the policies, procedures, benefits and other terms summarized in this Handbook at any time. This Manual supersedes and cancels all prior policies, practices, and administrative orders, whether written or oral, which conflict with the express terms of this Manual.

This Manual cannot account for every possible situation. The City Manager is ultimately responsible for administering, clarifying, and interpreting the provisions of this Manual. No individual, supervisor or manager has the authority to change the City’s policies or terms of this Manual on a unilateral basis.

It is the responsibility of each employee to carefully read this Manual, be familiar with its contents, and adhere to its policies. Each employee is required to acknowledge receipt of this manual by promptly completing the attached Acknowledgement Form and filing it with Human Resources. If you are uncertain about a policy or a procedure, please speak to your supervisor.

1.2 At-Will Employment Statement

This Manual and its policies are not any sort of contract of employment and do not constitute enforceable promises. Your employment with the City is a voluntary one and is subject to termination by you or the City **at will, with or without cause, and with or without notice, at any time,** unless otherwise stated in a collective bargaining agreement or other written agreement applicable to you. Nothing in this Manual can be interpreted to be in conflict with or to eliminate or modify in any way the at-will status of City employees.

1.3 Applicability

This Manual applies to all employees of the City. For employees covered by a collective bargaining agreement, that agreement will control in the event of a conflict between any part of this Manual and any agreement. Likewise, for sworn fire and police personnel, state statute and Fire and Police Commission Rules will control, when applicable, in the event of a conflict with this Manual. In addition, this Manual is not intended to grant additional benefits to employees covered under a collective bargaining agreement beyond those described in the applicable collective bargaining agreement.

1.4 Definitions

The following terms have special or limited meanings where they are used throughout this Manual:

Regular Full-Time Employees are those who are regularly scheduled and budgeted to work a full-time schedule of 35 hours or more per week on an annual basis. Regular full-time employees are generally eligible for City's benefit programs, subject to the terms, conditions and limitations of each program. Full-time employees can be considered Exempt Employees or Non-Exempt Employees under the Fair Labor Standards Act.

Regular Part-Time Employees are those who are regularly scheduled to work less than 35 hours per week on an annual basis. While they receive all legally mandated benefits, they are not eligible for the City's benefit programs, unless specifically included in the benefit description. Part-time employees can be considered Exempt Employees or Non-Exempt Employees under the Fair Labor Standards Act.

Temporary or Seasonal Employees are those who are hired on a temporary basis for a specific period of time (less than 1,000 hours per year), such as summer months and peak periods. Temporary or seasonal employees may work on part-time or full-time basis. While they receive all legally mandated benefits, they are not eligible for the City's benefit programs, unless specifically included in the benefit description. Temporary or Seasonal employees can be considered Exempt Employees or Non-Exempt Employees under the Fair Labor Standards Act.

Probationary Employees are all newly hired regular full-time and part-time employees, as well as all employees that are promoted, transferred to a different position, or are re-employed after separation from the City for 30 days or longer. Probationary employees must serve a 12-month probationary period from the effective date of hire. Probationary employees can be considered Exempt Employees or Non-Exempt Employees under the Fair Labor Standards Act.

Exempt Employees are those who meet the definition of an exempt employee per the Fair Labor Standards Act. Exempt Employees are not entitled to overtime pay, including compensatory time in lieu of overtime. (However, employees who previously opted-out of the City's Unlimited PTO plan remain eligible for compensatory time; see **Section 5.2**.)

Non-Exempt Employees do not meet the definition of an exempt employee per the Fair Labor Standards Act, and so are entitled to overtime pay at a rate of not less than 1.5 times their regular hourly rate of pay for hours worked over 40 hours in a workweek.

Represented Employees are those who hold a position that is represented by a union and who are subject to the conditions of a collective bargaining agreement between the City and a union.

Non-Represented Employees are those employees who hold a position that is not represented by a union and are not covered by a collective bargaining agreement.

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Protected Category refers to those actual or perceived characteristics of a person for which a person may not be discriminated against under Federal, State, and Local law. These include, but are not limited to, a person's: race, color, religion, sex and gender, pregnancy status, sexual orientation, gender identity and expression, national origin, ancestry, citizenship status, preferred language or language fluency, age (over 40 years old), physical or mental disability, military status, unfavorable discharge from military service, veteran status, genetic information, marital status, arrest record, order of protection status, persons who make legitimate complaints (e.g. retaliation, whistleblowing), association with a person with a disability or handicap, work authorization status, parental status, family responsibilities, reproductive health decisions, credit history, and criminal history, or any other characteristic protected by applicable law.

CHAPTER 2: SAFE AND WELCOMING WORKPLACE

2.1 Equal Employment Opportunity

The City is an Equal Opportunity Employer that does not discriminate on the basis of any Protected Category. The City is dedicated to this policy with respect to recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, employee activities and general treatment during employment. Accordingly, these decisions will be made without reference to any Protected Category applicable to an applicant or employee.

Any employees with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of Human Resources Specialist. The City will not allow any form of retaliation against individuals who raise issues of equal employment opportunity. Violation of this anti-retaliation policy will lead to discipline, up to and including termination, even for a first offense.

2.2 Americans with Disabilities Act

The City affirms the goals of the Americans with Disabilities Act and will not discriminate in its employment practices against qualified individuals with disabilities. It is also the intent of the City to guarantee disabled persons equal opportunity to participate in or enjoy the benefits of City services, programs, or activities, and to allow disabled employees a bias free work environment.

The City is committed to creating an environment in which facilities for public meetings and general public use are accessible. Furthermore, the City will provide auxiliary aids and services (interpreters, readers, assisted listening devices, text telephones, large print materials, audio tape, help in filling out forms, and other similar services and actions) if necessary and if the accommodation can be provided without undue hardship to the City. Communication of information concerning accessibility and requests for accommodation will be included in City publicity announcements.

The City will endeavor to make a reasonable accommodation to the known physical or mental limitations of employees with disabilities unless the accommodation would impose an undue hardship on the operation of our business. If you need assistance to perform your job duties because of a physical or mental condition, please let Human Resources know. The City is committed to ensure equal opportunities for disabled employees and any adaptation that permits the employment or advancement of individuals with disabilities will be reasonably accommodated, provided it does not cause undue hardship to the City. Every effort will be made to provide an accessible work environment and additional accommodations where feasible and reasonable, including auxiliary aids and services.

Employment practices such as hiring, training, testing, transfer, promotion, compensation, benefits, termination, will be administered to not promote discrimination of disabled employees. Recruitment and selection processes will be administered to provide equal opportunity for employment to qualified applicants and will not discriminate on the basis of disability. Timely requests for accommodation during an application/interview process will be reviewed upon request and provided where reasonable. City staff will ensure that disabled persons enjoy the same opportunities via reasonable accommodation as non-disabled employees and applicants to participate in and benefit from City programs, services and activities.

2.3 Reasonable Accommodations for Disability and Pregnancy

The City, upon request, will provide a reasonable accommodation to qualified employees or applicants who have disabilities, who are pregnant, who are recovering from childbirth, or who have other medical or common conditions related to pregnancy or childbirth. Paid leave or unpaid leave available to an employee may be one potential form of reasonable accommodation.

An employee seeking a reasonable accommodation must submit their request for a reasonable accommodation to Human Resources. Human Resources will evaluate each request on a case-by-case basis; consider all of the facts and circumstances known at the time of the request; respond to the request within a reasonable time period; and, where appropriate, provide accommodations as promptly as possible. If a request is denied as resulting in an undue hardship to the City's operations, Human Resources will discuss possible alternatives with the qualified employee or applicant and make a reasonable effort to assist the employee or applicant in finding ways to successfully perform job functions. An employee's failure to cooperate may result in loss or denial of the opportunity to receive a reasonable accommodation. Requests for reasonable accommodation that have been denied by Human Resources may also be submitted to the City Manager for review within five business days from the employee's receipt of the notice of denial.

Human Resources may ask for medical documentation of a hidden disability and/or the limitations that a disability imposes on the employee's ability to perform essential job functions. All medical information will be kept confidential by Human Resources, and will be disclosed to Department Heads and/or supervisors only on a need-to-know basis. When a Department Head or supervisor is provided medical information about an employee with a disability, the Department Head or supervisor also will keep the information confidential.

The City will not require an employee to accept an accommodation which the employee did not request or allow any form of retaliation against individuals who seek a reasonable accommodation. Performance reviews will be based solely on work performance and will not be affected by the request of or provision of any reasonable accommodations.

2.4 Religious Accommodations

The City will endeavor to accommodate the sincere religious beliefs of its employees to the extent the accommodation does not pose an undue hardship on the City's operations. If you wish to request an accommodation, please speak to Human Resources.

To practice their religious beliefs, employees may be absent from work for a reasonable period of time. Requests for religious accommodation will be treated no differently than any other request for personal time off and may be used in conjunction with paid or unpaid leave available to the employee. Any reasonable request will not be arbitrarily denied.

2.5 Anti-Discrimination and Harassment

2.5.1 Statement of Policy

The City is committed to maintaining a work environment which is free from all forms of harassment or discrimination of any kind. To this end, the City supports and complies with all applicable Federal, State, and local laws and ordinances prohibiting discrimination, harassment, and retaliation.

In keeping with this commitment, the City will not tolerate sexual harassment or any other form of harassment or discrimination of any kind based upon any Protected Category, by its employees or against its employees by anyone, including supervisors, co-workers, officers, vendors, customers or any third party. The City will not tolerate harassing or discriminatory conduct that affects tangible job benefits, that interferes unreasonably with an individual's work performance, or that creates an intimidating, hostile or offensive working environment. This Policy is intended to assure that the City is taking all steps to prevent harassment and discrimination in the workplace and to correct harassing or discriminatory conduct that does occur before it becomes severe or pervasive.

Each City employee and officer bears the responsibility to refrain from discrimination or harassment in the workplace. City employees who engage in discriminatory or harassing conduct may be subject to disciplinary action, up to and including termination, even for a first offense. Furthermore, it is the responsibility of all supervisors to make sure that the work environment is free from harassment or discrimination of any kind.

The City also prohibits retaliation of any kind against anyone who has complained about discrimination or harassment, whether that concern relates to discrimination against or harassment of the individual raising the concern or against another individual.

2.5.2 Definitions and Prohibited Conduct

2.5.2.1 Sexual Harassment

Sexual harassment, for purposes of this Policy, means any harassment or discrimination on the basis of an individual's actual or perceived sex or gender, including unwelcome sexual advances, requests for sexual favors, other verbal, non-verbal, or physical acts of a sexual or sex-based nature, where:

- A. Submission to the conduct is made, either explicitly or implicitly, a term or condition of an individual's employment;
- B. Submission to or rejection of the conduct by an individual is used as the basis for employment decisions affecting the individual; or
- C. The 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 affects the victim and other employees as well. Each incident of harassment contributes to a general atmosphere in which everyone suffers the consequences. Sexually-oriented acts or sex-based conduct have no legitimate business purpose. Where the conduct is directed by a supervisor (or someone in a management position) toward a subordinate, the former will be held to a higher standard of accountability because of the degree of control and influence they have or are perceived to have over the employment conditions and benefits of the subordinate.

Prohibited acts of sexual harassment may include a range of subtle and not so subtle behaviors and may involve individuals of the same or different gender. This behavior is unacceptable in the work place itself and in other work-related settings such as business trips, court appearances and business-related social events. This behavior may include, but is not limited to: unwanted sexual advances; requests for sexual favors; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess or sexual deficiencies; leering; catcalls; touching; insulting or obscene comments or gestures; display or circulation in the workplace of sexually suggestive objects or pictures (including through e-mail, instant messaging, texts, Internet or computer usage); and other physical, verbal or visual conduct of a sexual nature. Harassment that does not include sexual activity or language may also constitute discrimination if it is severe or pervasive and directed at employees because of their actual or perceived gender. Sexual harassment of any person is prohibited, even where it involves persons with whom the City does not have an employment relationship.

2.5.2.2 Class-Based Harassment and Discrimination

Class-based harassment or discrimination consists of unwelcome conduct of any kind, whether verbal or physical, or disparate treatment affecting an individual's terms and conditions of employment based upon any Protected Category.

Harassing conduct (based on other protected categories) includes, but is not limited to: epithets, slurs or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes and display or circulation in the workplace of written or graphic material that denigrates or shows hostility or aversion toward an individual or group (including through e-mail, instant messaging, texts, internet, computer usage or cell phone, whether personal or employer-issued) because of their actual or perceived membership in a Protected Category.

2.5.3 Individuals Covered Under the Policy

This policy covers all employees of the City. The City will not tolerate, condone or allow harassment or discrimination, whether engaged in by fellow employees, supervisors, officers or by other non-employees who conduct business with the City. The City supports and encourages reporting of all incidents of harassment and discrimination, regardless of who the offender may be, and will promptly investigate all reported incidents. To this end, employees should not assume that the City is aware of harassing conduct, and should report harassing conduct to ensure it is known, investigated, and addressed. Where the alleged offender is not an employee or officer of the City, Human Resources, in consultation with the complainant, will review the complaint and make every effort to identify a reasonable remedy if harassment or discrimination has been confirmed.

2.5.4 Responsibility of Supervisory Employees

Each supervisor is responsible for maintaining the workplace free from harassment and discrimination. This is accomplished by promoting a professional environment and by dealing with harassment and discrimination as with all other forms of employee misconduct.

A supervisor must address an observed incident of harassment or discrimination or a complaint, with seriousness, take prompt action to investigate it, report it, and end it, and implement appropriate disciplinary action. This also applies to cases where an employee tells the supervisor about behavior that constitutes sexual harassment, or other harassment or discrimination, but does not want to make a formal complaint. In addition, all supervisors must report complaints of harassment or discrimination to Human Resources or the City Manager.

In addition, supervisors must ensure that no retaliation will result against an employee making a complaint of harassment or discrimination.

2.5.5 Responsibility of Individual Employees

Each individual employee has the responsibility to refrain from harassment and discrimination in the workplace and to report incidents of harassment or discrimination. An individual employee who harasses or discriminates against a fellow employee is, of course, liable for their individual conduct and will be subject to disciplinary action, up to and including termination, even for a first offense.

2.5.6 Complaint Process

While the City encourages individuals who believe they are being harassed or discriminated to firmly and promptly notify the offender that their behavior is unwelcome, the City also recognizes that these confrontations may be ineffective or impossible. In the event that informal, direct communication between individuals is either ineffective or impossible, or even when that communication has occurred, the following steps should be taken to report a complaint of harassment or discrimination. (While this policy refers to “employees,” City officers, contractors, volunteers, and interns may also submit complaints as described below.)

A. Reporting of Incident: All employees must report any suspected harassment or discrimination by another employee to their Department Head, except where the Department Head is the individual accused of harassment or discrimination. In that case, the complaint should be reported to Human Resources or the City Manager. Anonymous reports will be accepted and investigated, but the claimant’s willing cooperation is a vital component of an effective inquiry and an appropriate outcome.

To be clear, the normal chain of command need not be followed for reporting a harassment complaint, but it is encouraged. In the case of an instance of sexual harassment, if the victim prefers to report the suspected harassment to someone of the same gender, the complaint can be reported to a Department Head of another Department or to Human Resources. The employee may also make a report of any harassment to any Department Head with whom they feel comfortable if they are otherwise uncomfortable reporting to the listed individual designated by this policy.

The report may be made initially either orally or in writing, but reports made orally must ultimately be reduced to writing.

B. Investigation of Complaint: When a complaint of harassment or discrimination has been reported, the City Manager, or the Mayor in the event the City Manager is the individual accused of harassment or discrimination, will decide as to whether a detailed fact-finding investigation is necessary. (For example, if the alleged harasser does not deny the accusation, there would be no need to interview witnesses, and the City could immediately determine appropriate corrective action).

If a fact-finding investigation is necessary, the City Manager or Mayor will initiate an investigation of the suspected harassment or discrimination within five working days of notification. An outside investigator may be designated or engaged if the responsible person deems it appropriate to do so based on the facts and circumstances then known. The fact-finding investigation will include an interview with the employee(s) who made the initial report, the person(s) towards whom the suspected harassment was directed and the individual(s) accused of the harassment or discrimination. Any other person who may have information regarding the alleged harassment or discrimination may also be interviewed.

- C. Records; Confidentiality:** Employees who report incidents of harassment or discrimination are encouraged to keep written notes in order to accurately record the offensive conduct. Every effort will be made to keep all matters related to the investigation and various reports confidential, except as required by law.
- D. Timeframe for Reporting Complaint:** The City encourages a prompt reporting of complaints so that rapid response and appropriate action may be taken. Delayed reporting of complaints will not, in and of itself, preclude the City from taking remedial action.
- E. Protection Against Retaliation:** The City will not in any way retaliate or permit any employee to retaliate against an individual who makes a report of harassment or discrimination or provides information related to the report. Any witness to an incident of harassment or discrimination is also protected from retaliation. Retaliation is a serious violation of this Anti-Harassment/Anti-Discrimination Policy and should be reported immediately. Any person found to have retaliated against another individual for reporting harassment or discrimination will be subject to the same disciplinary action provided for harassment/discrimination offenders, meaning disciplinary action up to and including termination, even for a first offense. No one making a complaint of harassment or discrimination or providing information related thereto will be retaliated against even if a complaint made in good faith is not substantiated. Similar to the prohibition against retaliation as set forth in this policy, whistleblower protection from retaliatory action is afforded under the State Officials and Employees Ethics Act (5 ILCS 430/15-10; 5 ILCS 430/70-5), the Whistleblower Act (740 ILCS 174/15(a)) and the Illinois Human Rights Act (775 ILCS 5/6-101).
- F. Appeals:** If either party directly involved in a harassment or discrimination investigation is dissatisfied with the outcome or resolution, that individual has the right to appeal the decision. The dissatisfied party should submit their written comments in a timely manner to the Mayor for review.

2.5.7 Discipline/Sanctions

The City Manager or, in the event the City Manager is the individual accused, the Mayor will be responsible for making any decisions regarding the conclusion of an investigation including disciplinary action.

Disciplinary action will be taken against any employee found to have engaged in harassment or discrimination of any other employee. The extent of sanctions may depend in part upon the length and conditions of employment of the particular employee and the nature of the offense. The City has the right to apply any sanction or combination of sanctions, up to and including termination, even for a first offense, to deal with unreasonable conduct, harassment, or discrimination. Individuals who perpetuate harassing conduct may also be subject to civil penalties under State law in addition to any discipline by the City.

Where a hostile work environment has been found to exist, the City will take all reasonable steps to eliminate the conduct creating the environment.

2.5.8 False and Frivolous Charges

If an investigation results in a finding that the complainant falsely accused another of harassment or discrimination knowingly or in a malicious manner, the complainant will be subject to appropriate sanctions, up to and including termination, even for a first offense. False and frivolous charges do not refer to charges made in good faith which cannot be proven. Given the seriousness of the consequences for an individual accused of harassment or discrimination, a false and frivolous charge is a severe offense that can itself result in disciplinary action, up to and including termination, even for a first offense. False reports may also carry civil penalties under State law in addition to any discipline by the City.

2.5.9 Education / Training

Education and training for employees and officers at every level of the City is critical to the success of the City's policy against harassment and discrimination. This policy will be distributed to all employees and officers of the City. All employees and officers must read and sign a receipt of the City's policy. In addition, employees and officers will receive annual training regarding the City's policy. The training will include, at a minimum, the following: (i) the definition and a description of sexual harassment, unlawful discrimination, and harassment, including examples of each; (ii) details on how an individual can report an allegation of sexual harassment, unlawful discrimination, or harassment, including options for making a confidential report to a supervisor or the Department of Human Rights; (iii) the definition and description of retaliation for reporting sexual harassment, unlawful discrimination, or harassment allegations utilizing examples, including availability of whistleblower protections under the Workplace Transparency Act, the Whistleblower Act, and the Illinois Human Rights Act; and (iv) the consequences of a violation of the prohibition on sexual harassment, unlawful discrimination, and harassment and the consequences for knowingly making a false report. A person who fills a vacancy in an elective or appointed office and all newly hired employees will complete their initial harassment and discrimination prevention training program within 30 days after commencement of their office or employment.

2.5.10 External Procedures for Filing a Complaint of Harassment or Discrimination

The City hopes that any incident of harassment or discrimination can be resolved through the internal process outlined above. All employees, however, have the right to file formal charges with the Illinois Department of Human Rights (IDHR) and/or the United States Equal Employment Opportunity Commission (EEOC). A charge with IDHR must be filed within 2 years of the incident. A charge with the EEOC must be filed within 300 days of the incident.

The IDHR may be contacted as follows:

CHICAGO (312) 814-6200 TTY (866) 740-3953

The EEOC can be contacted as follows:

CHICAGO (312) 872-9744 TTY (800) 669-6820

An employee who is suddenly transferred to a lower paying job or passed over for promotion after filing a complaint with IDHR or EEOC may file a retaliation charge with either of these agencies subject to the same time limits listed above.

2.6 Whistleblower Protection

The City complies with the Illinois Whistleblower Act (740 ILCS 174/) and laws prohibiting retaliation against a whistleblower. The City strives to conduct its business with the utmost integrity and in strict accordance with all applicable Federal, State, and local laws. Accordingly, the City will not take retaliatory action or threaten retaliation against any employee for disclosing or threatening to disclose an improper activity, policy or practice of the City that violates a State or federal law, rule, or regulation or poses a substantial and specific danger to employees, public health, or safety. Employees are encouraged to immediately or as soon as practicable, report any improper actions, including violations of Federal, State, or local laws, committed by City employees or its officials to the City Manager or their designee.

All employees are responsible for reporting improper governmental actions, as well as reporting any retaliatory conduct resulting from that action, and must fully comply with provisions set forth in Chapter 2, Article XIV of the City's Code of Ordinances.

The employee must exercise sound judgment to avoid baseless allegations. An employee who intentionally files a false report of wrongdoing will be subject to discipline. Employees making good faith complaints or reports that are protected by this policy will not be retaliated against. Any whistleblower who believes they are being retaliated against must contact the City Manager or designee immediately.

The goal of this whistleblower policy is to keep the confidentiality of the employee and protect said employee against retaliation. Where possible, the confidentiality of the employee will be maintained unless the employee's identity may have to be disclosed to conduct a thorough investigation, to comply with the law and to provide accused individuals their legal rights of defense.

2.7 Drug and Alcohol-Free Workplace

The residents and employees of the City are a valuable resource and their health and safety are of serious concern to the City. Residents need to be assured that City employees do not perform their duties while under the influence of drugs not prescribed for the treatment of an illness. Employees have the right to work in a drug free environment and to work with persons free from the effects of drugs.

Consistent with these beliefs, the City, in compliance with its obligations under the Federal Drug Free Workplace Act and the Illinois Drug Free Workplace Act, has a policy of maintaining a drug and alcohol-free workplace. The unlawful manufacture, dispensing, possession, use, or distribution of illicit drugs or alcohol is prohibited on City premises as part of any City activities. Use of prescription drugs, which do not prevent employees from performing their duties in a safe and efficient manner, is not prohibited by this policy.

Any employee who is convicted of violating a criminal drug statute or ordinance of driving under the influence of alcohol or drugs, must inform their Department Head or City Manager within 24 hours of its occurrence.

2.7.1 Medical and Recreational Cannabis Use

Employees who are in positions where they act as sworn law enforcement officers, firefighting personnel, vehicle operators requiring a Commercial Driver's License (CDL), and Federally funded positions are prohibited from using cannabis or cannabis infused products while on or off duty. For these employees, the City has a zero-tolerance policy for cannabis use, and violations may result in discipline up to and including termination, even for a first offense. Pre-employment drug and alcohol screening tests for these employees will include testing for cannabis, and a positive test result may result in the withdrawal of an offer of employment.

For all other employees, any disciplinary action or negative employment action based on the results of a test conducted under this Policy for cannabis consumption will also be tied to a good faith belief that the employee is impaired by or under the influence of cannabis during work hours. For these positions, pre-employment drug testing does not include testing for cannabis.

2.7.2 Drug and Alcohol Testing

- A. **Pre-Employment:** After a conditional offer of employment for applicable positions in the City's employment selection procedure, individuals may be required to take a physical examination which will include a drug and alcohol screening test. An offer of employment may be withdrawn in response to a positive screening test result.
- B. **Reasonable Suspicion:** In the event there exists reasonable suspicion that an employee is under the influence of alcohol or illegal drugs, the employee will be required to submit to an alcohol and/or drug test. The City will provide written notice to the employee setting forth the facts and inferences upon which the City based its conclusion of reasonable suspicion. Notice will be provided within a reasonable time frame after completion of the drug and/or alcohol test. Refusal to comply with the order to test may subject the employee to discipline as set forth in *Section 2.7.2.F*, but the taking of the test does not operate to waive any objections or rights the employee may have. When testing is ordered, the employee will be removed from duty and placed on leave with pay pending results of the tests. Any reassignment or relief from duty will be discontinued immediately in the event of negative test results.

- C. **Post-Accident:** Mandatory drug/alcohol testing will be conducted when an employee is involved in an at-fault accident involving a City vehicle or a personal vehicle while performing job duties, as determined by the City Manager or designee. The employee must immediately notify their supervisor and be readily available and submit for post-accident testing immediately after the accident. An employee who is seriously injured in an accident and cannot submit to the required test(s) must provide the necessary authorizations for the City to obtain the medical records and reports that would indicate if alcohol or a controlled substance was in the driver's system and the level present. Employees must also follow the accident reporting procedures set forth in **Section 9.3** of this Manual.
- D. **Laboratory Standards:** The City will use only a laboratory meeting all National Institute on Drug Abuse (NIDA) standards. A chain of custody procedure will be followed. All initial positive urine drug screens will be confirmed through GC/MS (gas chromatography, mass spectroscopy), or an equivalent scientifically accurate test. A sufficient sample will be collected to allow for initial screening; a confirmatory test; and finally, a sufficient amount to be set aside reserved for later testing if requested by the employee. Testing must include tamper proof containers and must observe proper chain of custody procedures. The employee will receive a copy of positive test results.
- E. **Tampering and Substitution:** If the City obtains information that indicates there has been tampering with, adulterating, or substituting a test specimen, or causing another person to tamper with, adulterate, or substitute a specimen, whether the employee's own specimen or another employee's specimen, will result in disciplinary action, up to and including termination, even for a first offense. Any specimen that is deemed by the collection agent to be adulterated, diluted, or otherwise appears tampered with will result in an employee being requested to immediately give a second specimen at the direction of the collection agent. If the second specimen is invalid, it will be treated as a positive test result.
- F. **Refusal to Test:** Refusal to submit to testing for drugs and alcohol is treated as a positive test result and may result in discipline, up to and including termination, even for a first offense. Refusal to test includes: failure to appear at a collection site when directed or in a timely manner; failure to remain at the collection site; failure to provide the required or sufficient amount of specimen; failure to permit a monitored or observed collection; and failure to cooperate in any part of the collection process.

- G. **Medical Review Officers:** A medical review officer (MRO) will review and interpret all confirmed positive test results to determine if there could be an alternative medical reason for the positive test result and to ensure that the chain of custody is complete and sufficient. The MRO will interview the employee (or make a good faith effort to do so) and examine the employee's medical history, including the employee's current prescriptions. The MRO will give the employee an opportunity to discuss the results and provide documentation of legally prescribed medication. If the employee provides adequate documentation and the MRO determines that there is a legitimate medical explanation for the prohibited drug found in the employee's system, the drug test will be reported to the City as negative. However, if there is no legitimate, alternative medical reason for the positive test, the MRO will report a positive test result.
- H. **Discipline:** An employee who violates this policy will be subject to disciplinary action up to and including termination, even for a first offense. In the first instance an employee tests positive on an alcohol or drug test, disciplinary action less than termination, as determined in the sole discretion of the City Manager, may include mandatory referral to a substance abuse treatment program. Referral to a treatment program will include the following conditions: 1) an appropriate treatment program must be determined by a physician designated by the City; 2) the employee agrees to discontinue use of illegal drugs, or the abuse of alcohol or prescription drugs; 3) the employee agrees to submit to random testing for a period of one year. Employees who do not comply with the aforementioned conditions, or who test positive for drugs or alcohol a second time, is subject to termination.
- I. **Voluntary Requests for Assistance:** Employees who feel they may have a substance abuse problem are urged to contact their Department Head or the City Manager for a referral. Employees may also contact the City's Employee Assistance Program (see **Section 7.2**) directly. The City will not take adverse employment action based upon an employee merely seeking voluntary treatment, counseling or other support for an alcohol or drug- related problem. However, if the employee's request follows the questioning or misconduct of an employee, or if the employee is found impaired on the job, the employee's voluntarily seeking treatment, counseling or other support for these problems is not a defense to disciplinary action being imposed.
- J. **CDL Random Drug and Alcohol Testing Policy:** Only those employees that must obtain a commercial driver's license (CDL) for the performance of their job duties are subject to random testing as provided by Federal law. For those employees covered by the requirements of the federally mandated CDL testing program, conflicting Federal regulations supersede any other City policy regulating drug and alcohol use. However, non-conflicting sections in the general City drug and alcohol use policy apply to all employees, including those employees covered under the federally mandated CDL program. Testing will be performed in accordance with the U.S. Department of Transportation regulations.

K. **Records:** The City will maintain medical records relating to alcohol or drug abuse, diagnosis and treatment, confidential and in a medical file separate from the regular personnel file. Access will be limited to those who need to know. The City will not disclose these records to persons outside the City without the employee's consent unless disclosure of the records is necessary for legal or insurance purposes.

2.8 Smoke-Free Workplace

The City has designated all City facilities, including the City Hall, the Fire Stations, Police Station, Police Neighborhood Resource Center, and the Public Works Facility, as smoke free areas.

2.9 Violence-Free and Bullying-Free Workplace

The City is committed to promoting a safe work environment free of violence, harassment, intimidation, and bullying. Behaviors that are abusive, obscene or considered to be threatening conduct or communication that is intended to harass, annoy, alarm, torment, embarrass or injure another will not be tolerated. The City will take any and all action that is necessary, including legal prosecution, to assure that our workplace is and remains free of violence and bullying.

While on duty or on City property, employees may not use obscene or abusive language or offensive gestures in their communication with coworkers or members of the public; may not by oral, written, electronic or other means of communication threaten or intimidate coworkers or members of the public; and may not physically endanger, intimidate or injure coworkers or members of the public. Even a single instance of this type of conduct may constitute bullying that is subject to discipline.

City employees must report incidents of threats or acts of physical violence directly and as soon as possible to their Department Head or the City Manager, even if made in jest. Each incident of violent behavior, whether the incident is committed by another employee or a member of the public, must be reported to the Department Head or City Manager immediately.

If an employee is aware of a threat of imminent physical harm to him/herself, another employee or member of the public, the employee should attempt to remove him/herself from the dangerous situation and immediately notify appropriate emergency personnel by calling "911." As soon as possible, the employee must report this emergency call immediately to their supervisor or, in the event the immediate supervisor is not available, to another management employee immediately.

2.10 Weapons Prohibited

Employees of the City are prohibited from possession or using any weapon in: any building or facility owned, leased or controlled by the City; any vehicle or equipment owned, leased or controlled by the City; any public playground; or at any time or in any area that is associated with City employment, while they are acting within the scope of their employment. This prohibition includes, but is not limited to, firearms, knives, explosives, ammunitions, martial arts weapons, and other objects whose purpose is to cause harm to another person regardless of licensure or concealment.

Any City employee who violates this policy will be subject to disciplinary action up to and including termination, even for a first offense. In addition, any City employee who violates this policy is acting outside the course and scope of their duties, and the City will not defend or indemnify an employee who carries or discharges a weapon while on the job.

This policy does not apply to:

- Sworn law enforcement officers employed by the City who are specifically authorized to carry a firearm or weapon.
- Tools used to perform an employee's duties that are provided or approved by the City, so long as they are not: brandished, used to threaten another person, or used to willfully harm another person.

CHAPTER 3:HIRING AND RECRUITMENT

3.1 Recruitment

It is the goal of the City to appoint the best qualified applicant for each position. Selection procedures employed by the City will ensure the employment of the best-qualified applicants, including factors as job related education, experience, skills, and knowledge. As the City is committed to identifying and recruiting the best-qualified applicants for each position, recruitment efforts will be planned and carried out to assure open competition.

The City will not discriminate in the hiring process based upon any Protected Category.

Where employment opportunities are advertised to external applicants:

- The job posting will include the position's pay range as well as a general description of benefits and other compensation.
- The City will announce, post, or otherwise share opportunities for promotion with all current employees within 14 days of the external announcement.

Any evidence that an applicant, whether an internal applicant or one from outside the City, falsified information, made fraudulent statements, or failed to provide all of the required information may be subject to discharge and/or disqualified from consideration for employment.

3.2 Job Transfer and Promotion

Every employee may be eligible for consideration for promotion or transfer to a vacant position for which they are qualified. Consideration will be given to the employee's ability, previous performance, training, and suitability of the position and length of service. In all instances, the City will seek to place the most qualified candidate in the available position.

All employees appointed to a different position within the City must serve a probationary period in accordance with **Section 3.3** to determine whether or not the employee can adequately handle the new duties and responsibilities. If the evaluation at the end of the probationary period indicates that the employee is not able to satisfactorily function in the new position, the employee may be returned to their previous position or to another position at the same salary level from which the employee was transferred or promoted and for which the employee is qualified only if a position is vacant and funded. In the event there is no vacant, funded position to which the employee can be placed, the employee will be considered "laid off" for lack of work and entitled to unemployment benefits and continuation of healthcare coverage under COBRA.

3.3 Twelve-Month Probationary Period

Each new employee of the City must serve a 12-month probationary period that serves as the final stage of the selection process whereby new staff members have the opportunity to demonstrate the capacity to perform the required duties/responsibilities and to permit the City to evaluate the employee's performance in the new position. The 12-month probationary period applies to new hires and also applies to all employees that are promoted, transferred to a different position, and re-employed after separation from the City for 30 days.

A written performance evaluation will be prepared prior to the midpoint of the employee's probationary period and a meeting conducted with the employee to point out their strengths and more importantly, job performance concerns with specific recommendations for improvement. Prior to completing the probationary period, a final probationary performance evaluation will be prepared documenting the employee's job performance and whether or not the employee successfully completed their probationary period. This final probationary performance evaluation is used as the last phase of the City's selection process.

This 12-month probationary period does not change the employee's at-will nature of employment. An employee may be terminated prior to the completion of the probationary period for any reason. In addition, successful completion of the probationary period does not grant property rights to the position, nor does completion of the probationary period create a contract or right to future employment with the City.

Employees may use personal time off during the probationary period.

3.4 Conditions Affecting Employment Eligibility

In accordance with federal law, the City may hire and retain only persons who are eligible to work in the United States. Verification of employment eligibility must be provided at the time of hire.

Applicants who have been previously discharged for cause by the City are not eligible for re-employment. Similarly, unless waived by the City Manager, applicants who resigned from the City while suspended; failed to provide adequate advance notice of their resignation; or resigned while under investigation will not be eligible for re-employment.

Applicants with prior City service who were not discharged for cause, but instead resigned or were laid off but no longer on an active recall list and were considered to be in good standing with regard to prior job performance and attendance at the time of their separation, are eligible for re-employment. These applicants will not receive credit for prior service with the City, except as may be required under law or a City pension plan. In instances where a former employee in good standing is re-employed within three months or less of their end of employment with the City, any employee benefits and privileges will continue to be based on the employee's original employment date.

Residency within the City or any specific distance from the City is not a prerequisite for initial or continued employment. However, the City Council or City Manager may require an employee to live within a specified distance from City Hall or some other fixed location based upon a demonstration that the essential duties of their position stated in the job description require the employee to reside within close proximity to the City. Persons who accept a position with a residency requirement must establish their primary residence within the distance limit no later than the conclusion of their probationary period, and must thereafter keep their primary residence within the distance limit at all times.

3.5 Elected Officials and Their Appointees

No persons holding the Office of City Mayor or City Alderperson or appointed to the office of City Manager may be employed in any other capacity with the City during the term that they hold appointed or elected office, except that the Mayor also serves as local Liquor Control Commissioner.

3.6 Relatives of Elected Officials and Employees

Applicants related to elected officials or employees of the City must disclose and indicate on their official job application their related status to any person currently holding office or employed by the City. Discovery by the City of a failure to disclose these relationships during the application process may result in the disqualification of the applicant. Discovery by the City of an employee's failure to disclose these relationships after being hired regardless of the length of the employee's service could result in disciplinary action.

Applicants related to elected officials or employees of the City will be considered only on the basis of their qualifications, experience, training, physical fitness for the job, personal character and integrity. The City Manager, as the appointing authority for the City, has sole discretion regarding whether or not an offer of employment will be made to the applicant. Assignment of employees that are related to officers or employees of the City will comply with the requirements set forth in **Section 3.7**, immediately below.

3.7 Personal Relationships

Working relationships can sometimes evolve into personal relationships. It is the City's intention to hire and retain the most qualified employees for all positions in the City, and that no hiring, promotion, disciplinary, or termination decisions be made solely on the basis of the existence of a personal relationship between employees. However, when employees are engaged in a personal relationship, a conflict of interest may arise in certain instances. While the City encourages a collegial and supportive atmosphere at work for its employees, personal relationships between employees may become a concern if they create an appearance of impropriety, impair the work of any employee; involve harassing, demeaning, or creating a hostile working environment for any employee; or disrupt the smooth and orderly flow of work. In order to avoid conflicts of interest, the City has implemented this policy surrounding the management of personal relationships in the work environment.

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For purposes of this policy personal relationship includes dating; engagement to be married; cohabitation within the same household and living in a romantic partnership (excludes platonic roommates sharing living expenses); having a romantic or sexual relationship.

An employee may not supervise or hire a person with whom they are related or are having a personal relationship. An employee may not work in a position where they have influence over the terms and conditions of the employment of a person with whom they are related or have a personal relationship.

Employees that are in a personal relationship, regardless of whether one employee has supervisory authority over the other, must immediately report the relationship to Human Resources, so that the situation can be evaluated. In case of an actual or potential conflict of interest, the City will take prompt action. This may include reassignment or, if necessary, termination of employment for one or both of the individuals involved.

If a relationship or social activity between two or more employees has: (a) the potential or effect of involving the employees, their coworkers, or the City in any kind of dispute or conflict with other employees or third parties; (b) interferes with the work of any employee, creates a harassing, demeaning, or hostile working environment for any employee; (c) disrupts the smooth and orderly flow of work, or the delivery of services to the residents or customers; or (d) tends to place in doubt the reliability, trustworthiness, or sound judgment of the persons involved in the relationship, the employee(s) involved may be subject to counseling and/or disciplinary action, up to and including termination, depending upon the circumstances. The City also reserves the right to reassign any employee at its sole discretion in the event a conflict to this policy is identified.

CHAPTER 4: WORK SCHEDULE, ATTENDANCE, AND WAGES

4.1 Time and Attendance

Employees are expected to be readily available during their assigned duty hours, as set by their supervisor and Department Head. Non-Exempt employees do not have access to City property at any time except during their regularly scheduled work hours without the prior express approval from their immediate supervisor. An employee whose work requires time away from an assigned work station/location during work hours is required to inform their immediate supervisor of that fact and ensure that the supervisor can conveniently contact the employee during the time they are away.

It is expected that each employee will arrive early enough to be at their work station at the start of their work day. Any employee who is absent from work because of illness or appointments outside of the office is required to notify their supervisor as soon as possible prior to the time that they are due to begin work.

Good attendance, as defined below, is expected from all employees and is a condition of employment. Employment with the City carries with it the personal responsibility of each employee to be on the job as of the scheduled starting time and prepared to deliver the services or perform the duties for which they were hired, every scheduled workday. This responsibility includes maintaining good health standards, taking reasonable precautions against accidents, both on and off the job, and managing personal affairs so that the attendance requirement is effectively and consistently met. While it is recognized that an occasional absence is unavoidable, the City expects employees to manage their personal affairs so as to minimize their time away from work.

Coming to work on time, working the entire scheduled shift or workday, and leaving the worksite at the scheduled time are essential functions of an employee's job. Good attendance and good attendance habits are an integral part of every employee's job description. Among other things, "good attendance habits" mean the following:

- Being at your work station ready for work by the start of the shift, but not commencing work before your scheduled start time;
- Remaining at your work station unless the needs of the job require being elsewhere, except during authorized breaks (including restroom breaks);
- Taking only the time normally allowed for breaks and meal periods;
- Remaining at work during your entire shift, unless excused by a supervisor;
- Not leaving work until the scheduled end of your shift, unless excused by a supervisor;
- Leaving promptly at the end of your shift, unless you have been given advance permission from your supervisor to work past that point; and

- Calling in and personally notifying your supervisor or, if not available, designated clerical and/or support staff, either prior to the start of your work shift or in accordance with established department policy if you are going to be either absent or tardy, unless a verifiable emergency makes it impossible for you to do so. Leaving a voicemail, e-mail or text message is not an acceptable substitute for personal notification to your supervisor.

Excessive absences or lateness (including a pattern of absences or lateness) may lead to disciplinary action, up to and including termination.

4.2 Attendance During Inclement Weather and Emergencies

The City's goal is to remain open and fully operational during inclement weather or other emergency conditions. Accordingly, employees should plan ahead to ensure they have the equipment, transportation, and other arrangements necessary to work their full scheduled shift even when conditions may make it difficult to travel.

At times, if the operational needs of the City allow, Department Heads may authorize employees to arrive late, leave early, or work remotely during inclement weather and emergencies. In these circumstances, an employee who elects to arrive late or leave early may make up any non-worked time during the same pay period, or use paid time off to supplement any hours not worked.

4.3 Holidays

The City observes the following holidays:

1. New Year's Day
2. Martin Luther King, Jr. Birthday
3. Memorial Day
4. Independence Day
5. Labor Day
6. Veteran's Day
7. Thanksgiving Day
8. Day after Thanksgiving
9. Christmas Eve
10. Christmas Day

Full-time, Non-Represented Employees are paid at their regular rate of pay for City designated holidays referenced above (up to eight hours of time per holiday) if they would be regularly scheduled to work on that holiday but City offices are closed. In the unlikely event a Non-Exempt employee is required to perform work on a listed holiday, the employee will receive double their regular hourly rate of pay for all hours worked. In addition, if the employee works less than 8 hours on that holiday, the employee will also receive straight time pay for unworked hours up to 8 hours of actual time worked.

For example, if an employee must work for a total of four hours during a holiday, the employee would be paid for twelve hours in total: 2.0 times the regular rate for the four hours actually worked (totaling 8 hours of pay), and the regular rate for four hours of holiday pay not actually worked. Employees that work 8 hours will be paid 16 hours for that holiday. Employees that work 10 hours will be paid for 20 hours for that holiday.

Part-time, temporary and seasonal employees do not receive holiday pay for time not worked.

When a holiday falls on a Saturday, it will be observed on the preceding Friday. When a holiday falls on a Sunday, it will be observed on the following Monday. The City Manager may change these observances for operational reasons.

In the event an employee does not work on a scheduled workday before or after a holiday, and the employee has not taken an authorized leave, the employee will not receive holiday pay until proof of sickness or excusable absence is established to the satisfaction of the employee's Department Head.

4.4 Payroll Errors

If an employee believes that a payroll error or improper deduction has been made to their paycheck, the employee should immediately report the matter to their Department Head, or to the Finance Director. Employees must report errors within five working days of when they become aware of the error so that the matter can be investigated and promptly remedied if appropriate to do so. Be assured that no retaliation will be taken or tolerated against any employee who reports a potential payroll error.

If the City determines that a payroll error or an improper deduction has occurred, the employee will be reimbursed for the error no later than the payday following the date of the determination.

4.5 Pay Periods

The normal pay period for the City is a two-week, 14-day period that commences at 12:00 am Sunday and ends fourteen days later on Saturday at 11:59 pm. The normal pay date for a pay period is the Friday following the end of the pay period for a total of 26 pay periods per year. When a payday falls on a holiday, checks or direct deposits will be issued or made on the previous workday.

It is the responsibility of the employee to record or enter their work hours as prescribed by the City, and the responsibility of the Department Head or designee to assure proper recording of hours worked. Before records of time worked are submitted for payroll processing, they are to be signed off by the employee attesting that they are a true and accurate representation of hours worked or leave taken during the pay period. Each timesheet must be reviewed, approved, and signed by the Department Head.

Each employee on the payroll will receive a payroll advice form (pay stub) electronically stating their pay, deductions, and accrued leave balances as of the end of the pay period. An employee may request a copy of their prior payroll advice maintained by the City by submitting a written request to Human Resources. Upon separation, and prior to the end of the employee's final pay period, an employee will be offered a record of all of the employee's payroll advice from the year preceding the date of separation. Human Resources will maintain a written record of the dates and responses, if any, to these offers.

The City offers and prefers that employees utilize direct deposit for payroll. However, the City will prepare paper paychecks if it is an employee's preference. An employee's first payroll will generally be paid only by check.

It is the policy of the City that there will be no advancement of paychecks for any reason.

4.6 Overtime Pay and Compensatory Time

From time to time, the City may require employees to work outside of, or in excess of, their regular working schedule in order to meet the City's operational needs. The City's preference is to adjust the schedules of Non-Exempt employees as necessary to maintain their regular working hours per pay period (and not require working overtime). For Non-Exempt Employees, all overtime worked must be approved in advance by the appropriate Department Head. Working overtime without approval may result in disciplinary action.

Unless specified otherwise in a collective bargaining agreement, for Non-Exempt Employees will be paid for hours worked in excess of 40 hours in a workweek at the rate of 1.5 times the employee's straight time hourly rate. Unless otherwise stated in a collective bargaining agreement, overtime will not be paid in the form of compensatory time. Hours worked for purposes of overtime include all use of paid benefit time such as Unlimited PTO, sick, vacation, and compensatory time. Overtime hours worked will not be compensated more than once (pyramiding) for the same hours worked under any circumstances.

Represented Employees may be eligible to receive their overtime pay in the form of accrued compensable time in lieu of additional pay. These employees should refer to their collective bargaining agreements for additional information. Non-Represented Employees are ineligible to accrue compensatory time and overtime work will be paid in the period when it is accrued.

Exempt Employees do not qualify for overtime pay, including compensatory time in lieu of pay. (However, employees who previously opted-out of the City's Unlimited PTO plan remain eligible for compensatory time; see *Section 5.2.*)

4.7 Work Periods

In general, the work period for employment is defined as a consecutive seven-day period commencing at 12:00 a.m. Sunday and ending at 11:59 p.m. Saturday, the seventh day.

4.8 Lunch Period

Unless specified otherwise in a collective bargaining agreement, regular full-time employees are allowed a paid lunch period of 30 minutes and may take up to an additional 30 minutes of unpaid time (up to one hour in total) as scheduled by the employee's supervisor to facilitate efficient City operations. Employees are to be relieved of all work-related duties during their lunch break. Non-Exempt employees must record their time in and time out from lunch. Employees are not permitted to work through lunch and be excused from work early or to be paid extra for lunch time except under unique situations approved by the Department Head.

4.9 Rest Periods

Department Heads are authorized to establish two rest periods during each workday, with each period not to exceed 15 minutes in duration. Rest periods are counted as paid and time worked. The scheduling of these periods is entirely discretionary with the Department Head, and will be arranged based on departmental operations. Employees are encouraged to take their rest periods. There is no monetary compensation for skipped rest periods and break periods may not be used for arriving late, leaving early or extending lunch periods. Break periods which are not taken may not be carried over from one day to the next.

4.10 Break Time for Nursing Mothers in the Workplace

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The City will provide reasonable break periods each day without loss of pay or use of accrued time to an employee who needs to express breast milk for her infant child, as long as the break time will not ~~unduly disrupt the operations of~~ create an undue hardship for the City. The break time must, if possible, run concurrently with any break or meal time already provided to the employee. The City will also make reasonable efforts to provide a room or other location, in close proximity to the work area, other than a toilet stall, where an employee can express their milk in privacy.

If you need additional breaks for this purpose during working time, consult your supervisor to make arrangements. Likewise, your supervisor can help identify a private area to use for this purpose. Employees will not be subject to discipline or retaliation for utilizing this Policy.

4.11 Remote Working

The City recognizes that remote work may provide some employees with conveniences and flexibility depending on the position worked by the employee. Remote work is not an entitlement or a City-wide benefit, nor does it change the terms and conditions of the employment between the City and the employee. Remote work is not feasible in all situations and is not available for certain positions. Requests for a remote work arrangement will be reviewed on a case-by-case basis and determined on individual circumstances of the employee's work and the needs of the organization at the time of the request.

4.11.1 Definition

“**Remote work**” is City work that can be accomplished from a remote location. While working remotely, the employee is accessible, productive, and works their normal schedule, unless an alternative schedule is agreed to by the employee’s Department Head.

4.11.2 Eligibility

Remote work may be available to employees in either of the following situations:

- **Regular:** Full-time, Non-Represented Employees may request regularly-scheduled remote work arrangements. Employees requesting remote work arrangements must have successfully completed their probationary period and be in good standing with both performance and attendance.
- **Exceptional (Irregular):** Employees who are suffering from illness, injury, or other person circumstances that would qualify for paid leave under this Manual may instead be allowed to engage in remote work on an exceptional (irregular) basis with the approval of the City Manager or their designee.

In either case, supervisors of employees engaging in remote work must be able to maintain accountability and good communication with the employee. In addition, the employee must be able to work with other employees and members of the public as needed and have connectivity to specialized records systems/software. Eligibility for remote work is based on both the position and the employee. Not every job, or every employee, is well-suited for remote working.

A. Suitable Positions. An employee’s position may be suitable for remote working when the job duties:

- Are independent in nature.
- Are primarily knowledge-based.
- Lend themselves to measurable deliverables.
- Do not require frequent interaction at the regular worksite with supervisors, colleagues, clients, or the public, in person or by phone.
- Do not require the employee’s immediate presence at the regular worksite to address unscheduled events, unless alternative arrangements for coverage are possible.
- Are not essential to the management of on-site workflow.

B. Suitable Employees. Employees may be suitable for remote working when their personal characteristics, as determined by the supervisor, include:

- Demonstrated dependability and responsibility.
- Effective communication with supervisors, coworkers, and clients.
- Demonstrated motivation.

- The ability to work independently.
- A consistently high rate of productivity.
- A high level of skill and knowledge of the job.
- The ability to prioritize work effectively.
- Good organizational and time management skills.

Employees who are not upholding City obligations, such as meeting performance or conduct expectations, are not eligible to remote work. An employee may be considered ineligible for remote work in the event the remote work can be demonstrated to have resulted in diminished individual or organizational performance, or continuation of remote work will interfere with the employee's ability to attain or return to a fully successful performance level. Employees who are not meeting performance and conduct expectations, or who have a disciplinary history of work performance issues may not be eligible to work remotely. In addition, the City reserves the right to modify or discontinue the remote work arrangement for any or all employees at any time.

4.11.3 Requesting Regularly Scheduled Remote Work

For regularly scheduled remote work, employees interested in remote work must discuss the request with their supervisor to assess the need and to create their remote work plan. The discussion between the employee and supervisor should include, but is not limited to: the operational and organizational impacts, reason for the request, as assessment of the position, employee productivity and attendance history, and the remote work site location. These arrangements may be utilized for regular and recurring, or an occasional basis. Either an employee or a supervisor can suggest remote work schedules as a possible work arrangement. Remote work arrangements are not guaranteed.

If regular remote work is approved, the first three months will be considered a trial period. After successful completion of the trial period, the work arrangement will be reviewed at least annually thereafter on a performance evaluation to ensure continued success. The arrangement may be canceled for any reason by management. Generally, any employee working remotely on a regular basis must work at least four full days per week where they are physically present at their principal City worksite. This allows for up to a maximum of one day of remote work subject to: Department Head discretion, the City's operational needs, and the participation of other employees.

4.11.4 Additional Considerations

A. **All City Policies Apply.** All the rules applicable at the regular worksite are applicable while remote working. Employees must comply with all City employee manual policies, administrative protocols, and department rules and regulations. Failure to do so may result in removal from the program and/or disciplinary action.

- B. **Time and Attendance.** Employees must perform designated work during scheduled work hours while remote working. Employees working remotely must work regular hours and be available to manage projects with other staff and the public as necessary. An employee must receive authorization to work in outside of their normal worktime or work overtime. Unauthorized overtime may result in discipline. Exempt and Non-Exempt employees who are approved to remote work must record and certify all hours worked. Employees will record their start and end times for each day that work is performed on the City's Employee Time Record form. At the end of the workweek, the employee will certify the accuracy of the Employee Time Record and transmit it to their Department Head or designee.
- C. **In-Person Work Requirements.** Remote work arrangements may be terminated or temporarily suspended by the City with notification the employee given within a reasonable time for a short or permanent basis if the employee's Department Head deems that the department's needs require the employee to be physically present or if the employee is not performing the job duties as expected. Department staffing and vacation schedules will take precedence and employees must adjust accordingly to ensure office coverage. Mandatory meetings or other situations where attendance is required at the physical workplace, must be attended by the employee, regardless of scheduled remote work days. Remote work days may be rescheduled during the same work week if scheduling permits.
- D. **Equity in Remote Work.** While the City will make attempts to be equitable between employees in similar position in terms of requests for remote work opportunities, the approval of the request for remote work does not create an entitlement for other employees or future employees in the same classification to be eligible for a remote work assignment.
- E. **Right to Monitor.** While working remotely, the City reserves the right to monitor employee's work, productivity, and working hours.

4.11.5 Equipment and Supplies

The Department Head or designee will identify the equipment and supplies required to successfully work at an alternate location, and will specify those items in the remote work plan. If the department does not provide the needed equipment or supplies, and the employee does not have them, the employee may not be eligible to remote work. For example, remote work may be inappropriate for employees who do not already have a home with: a private working space, a desk and chair, broadband internet, or other essentials. Departments have the sole discretion to provide City equipment and supplies, or allow employees to use their personal equipment and supplies while working remotely. Because remote work arrangements are primarily for the convenience of the employee, employees are not authorized to incur expenses attributable to their remote work arrangement without the prior express written consent of a Department Head. (See **Section 8.17** of this Manual for reimbursement procedures for any authorized expenses.)

Remote work assignments will be consistent with City policy regarding removing City property from the City's premises. An employee must receive authorization to remove any City owned property from its premises. All City rules regarding the use of computers and the internet apply while an employee is working remotely, regardless of whether the employee is using City-provided or personal equipment.

City equipment or supplies provided by the City are for City business only. An employee does not obtain any rights to City equipment or supplies provided in connection with remote work. The employee must immediately return all City equipment and supplies at the conclusion of the remote work assignment or at the Department Head's request. An employee must protect City equipment and supplies from possible theft, loss, and damage. The employee may be liable for replacement or repair of the equipment or supplies in compliance with applicable laws on negligence or intentional conduct in the event of theft, loss, or damage.

Any equipment, including software, files, and databases provided by the City remain the property of the City. An employee must adhere to all software copyright laws, and may not make unauthorized copies of any City-owned software. Employees may not add hardware or software to City equipment without prior written approval.

4.11.6 Appropriate and Safe Worksites

A remote work employee must designate a work area suitable for performing official business. The employee must perform work in the designated area when remote working. Requirements for the designated work area will vary depending on the nature of the work and the equipment needed, and may be determined by the Department Head.

Employees working remotely must work in an environment that allows them to perform their duties safely and efficiently. Employees will manage dependent care and personal/household responsibilities in a way that allows them to successfully meet all job requirements. Employees are responsible for ensuring their work areas comply with any health and safety requirements.

Employees are covered by workers' compensation laws when performing work duties at their designated alternate locations during regular work hours. Employees who suffer a work-related injury or illness while working remotely must notify their supervisor and complete any required forms immediately.

The City is not liable for damages to an employee's personal or real property while the employee is working at an alternate worksite.

4.11.7 Security and Access to City Records

All files, records, papers, or other materials created while working remotely are City property. Employees working remotely and their supervisors must identify any confidential, private, or personal information and records to be accessed and ensure appropriate safeguards are used to protect them. A Department Head may require employees to work in private locations when handling confidential or sensitive material. Employees may be prohibited from printing confidential information in remote work locations to avoid breaches of confidentiality.

The Illinois Freedom of Information Act and the Public Records Act regarding public documents apply to employees working remotely. Upon receipt of an appropriate request, and subject to authorized exemptions, an employee working remotely must permit inspection and examination of any public record in the employee's custody, or any segregable portion of a public record, within required time limits. This requirement exists regardless of where the public record is physically located.

CHAPTER 5: TIME AWAY FROM WORK

5.1 Unlimited Paid Time Off

The City believes that taking time off from work is essential, both personally and professionally, for all full-time employees. Subject to the terms discussed in more detail below, the City does not limit the number of days Non-Represented employees may take during the year for time off work. PTO requests must be approved by a Department Head, and each team member is expected to balance their work and time off appropriately. Due to business or staffing needs, PTO requests are not guaranteed to be approved, partially or in whole.

Full-time employees, whether exempt or non-exempt, may request to use Paid Time Off (PTO) during their regularly scheduled work hours, subject to Department Head or designee approval. PTO can be taken for a variety of reasons, including planned vacations, personal days off, illness, bereavement, etc. PTO may not be used, however, by an employee to effectively realize an alternative work schedule or to pursue secondary employment.

Under this policy, there is no accrual of PTO beyond the approval process described below. The intent of this policy is that the employees will ensure that they manage their PTO to prioritize work responsibilities while balancing personal needs and/or commitments. Employees are expected to complete their productivity, deadlines, customer needs, and all job performance requirements. Except where a right to access leave is protected by law, failure to meet these performance requirements may require corrective action.

- A. Use for Planned Leave:** You must coordinate with your Department Head in advance of scheduling PTO. This will allow your Department Head to plan for your absence and schedule coverage, if needed. Submit all PTO requests to your manager. If you are unable to request your PTO in advance due to illness or an emergency, please notify your Department Head according to the Time and Attendance policy (*Section 4.1*).
- B. Use for Sick Leave:** To be eligible to use PTO for sick leave, employees must provide proper notification of absence prior to the start of your shift as discussed under the Time and Attendance policy. Employees must give this notification for each day they are absent unless the absence has been approved in advance. Employees may be required to submit, in writing, the reason or reasons for their continued sick leave, the estimated date of return and whether any supplemental income payments are being received or whether an application for them is pending. The City may also require, at any time, written verification from the employee's doctor. PTO may be used for an injury, illness or other unexpected situation up to a maximum of two weeks unless approved in advance. An illness or injury that requires additional leave will generally qualify for the City's Family Medical Leave Act (FMLA) program as described in *Section 5.5*.

C. Use for Other Leave: For military leave, personal or family medical leave (FMLA), victim's leave (VESSA), or other forms of leave mandated by law, an employee will be eligible to use up to a maximum of 12 weeks of PTO in any 12-month period, regardless of the number of qualifying occurrences or types of leave that may arise. For the purposes of this limitation, the City will use a "rolling" 12-month period measured backwards from the date of the most recent qualifying leave. This plan may affect wage replacement benefits such as workers' compensation or disability insurance.

E. No Payment at Separation: The PTO granted under this policy is like an income replacement insurance benefit and is not considered accrued time or considered vested wages. Employees will not be paid for PTO at separation.

F. Entry Into Unlimited PTO: Employees who are newly promoted or reclassified from an ineligible position to a position that is subject to the Unlimited PTO policy will immediately participate in the Unlimited PTO program and cease to accrue or expend any other form of accrued paid time off that may be available to City employees. These employees will be paid in a single lump sum for the cash value of all existing accrued vacation, sick (subject to the following rules), and compensatory time (collectively, "**Legacy Time**") within 45 days of the effective date of their promotion or reclassification. For sick leave payouts, the following rules apply:

- i. "**Tier 1**" Employees: For employees who hired on or before November 2, 2010, the full cash value of all sick leave will be available to the employee. The employee may determine the amount of sick time to be paid as cash and the amount to be contributed to the employee's RHS or PHEP account.
- ii. "**Tier 2**" Employees: For employees hired after November 2, 2010 and who are not eligible to receive any cash value for their sick leave, any accrued sick leave balance will be retained. No new debits or credits will be applied to this balance. This provision is to allow the employee, if eligible, to preserve any ability to receive service time credits from their pension system for their unused sick time at retirement. (Eligibility and rules for these programs is determined by the employee's pension system, and not by the City.)

Legacy Time will be paid at the employee's current rate of wages at the time of payout. The payment of Legacy Time is final and irrevocable. In the event that an employee is returned to their previous classification and becomes ineligible for Unlimited PTO, the employee will resume any accrual of time starting from a zero balance.

G. Exclusion of Represented Employees: Represented Employees are specifically excluded from this Unlimited PTO policy.

5.2 Unlimited PTO Exclusions (Opt-Out)

An employee who opted-out of the Unlimited PTO Program prior to January 1, 2025 is not subject to the City's Unlimited PTO Program and continues to accrue vacation, sick, holiday, and compensable time under the provisions of **Appendix B**. Employees who opted-out are ineligible to participate in the City's Unlimited PTO program including payments of Legacy Time prior to termination. Employees who are newly hired or who newly become Non-

Represented Employees are automatically included in the City's Unlimited PTO program and cannot opt-out.

5.3 Part-Time Employee Paid Time Off (PTO) Benefit Policy

An employee not subject to a collective bargaining agreement, and who is regularly scheduled to work at least 10 hours a week but less than 30 hours a week shall be entitled to receive a pro-rated portion of paid time off (PTO) per year, based on regular hours worked during the workweek. Part-time PTO will be calculated at one pro-rated week of PTO per year. Such proration is based upon the part-time employee's regularly scheduled hours worked per week (*e.g.*, an employee who regularly works 20 hours per week is entitled to 20 hours of PTO per year; an employee who regularly works 15 hours per week is entitled to 15 hours of PTO per year).

Part-time PTO will be available upon commencement of employment and renewed every anniversary year. A part-time employee shall use his or her PTO hours within twelve months of the banking of the PTO, otherwise the PTO will be lost.

A part-time employee may use PTO for vacation leave, sick leave, personal leave or holidays. A part-time employee is required to obtain the prior approval from their supervisor to use PTO. PTO shall be used in two hour or more increments.

5.4 Miscellaneous Leave Required by Law

The following types of leave are available to all employees as required by law in addition to this Manual's other leave policies. These provisions are intended only to be summaries of the rights available under the law as well as the City's procedures, and do not create any new benefits for employees. Unless stated otherwise, employees may take paid leave in conjunction with any of the following types of leave. Otherwise, leave taken will be excused but unpaid by the City.

5.4.1 School Visitation

Every employee is entitled to leave for attendance at school conferences, behavioral meetings, or academic meetings related to the employee's child if the conference or meeting cannot be scheduled during non-work hours.

To be eligible for school visitation leave, employees must have worked the six consecutive months before the leave and have worked an average of at least 17.5 hours per week (being one-half the hours worked by a Full-Time Employee). Additionally, if applicable, employees must have exhausted all accrued vacation, personal, and other leave (excluding sick and disability leave). To obtain this leave, an employee must provide their supervisor with a written request for leave at least seven days in advance of the conference. In emergency situations, the request must be made at least 24 hours in advance. Employees may make up any unpaid time off by working on a different day or shift as directed by their supervisor.

Although employees are allowed up to eight hours of leave per school year, employees may not take more than four hours of leave in a single day and the City can require that the leave be scheduled so as not to unduly disrupt its operations. Each employee must submit documentation of the school visitation to their supervisor. Any employee who fails to submit a verification statement to their supervisor within two working days following the school visitation when requested may be subject to the standard disciplinary procedures imposed by the City for unexcused absences from work.

5.4.2 Family Bereavement

The City will provide an employee with leave as a result of a death in the employee's family, as well as in the event of a miscarriage or stillbirth; a diagnosis that negatively impacts pregnancy or fertility; or an unsuccessful assisted reproduction, adoption, or surrogacy.

For purposes of this Section, an employee's "family" is defined as their parents (including parents by marriage), grandparents, spouse, domestic partner, children (including children by marriage, adoption, or court order), siblings (including siblings by marriage), and grandchildren.

A single instance of leave under this Section will be provided be for a period not exceeding ten workdays. Of this 10-day period, the City will provide all ten days of paid leave for circumstances that involve a spouse or domestic partner, child, or expected child, and three days of paid leave in all other circumstances.

Exception: In the event that an employee's child dies by suicide or homicide, the employee may take a maximum of six weeks of unpaid leave, including the 10 days of paid leave provided by the City provided above.

Notice of any leave under this Section must be provided at least 48 hours in advance, unless notice is not reasonable and practicable. The City may require employees to submit reasonable documentation supporting their leave. This Section is in addition to, and does not limit, the use of other qualifying types of leave for bereavement.

Employees may be entitled to up to a maximum of six weeks of bereavement time during a 12-month period in the event that they suffer more than one qualifying event.

5.4.3 Blood and Organ/Tissue Donation

Full-time employees who have been employed by the City for at least ~~six~~6 months who donate blood or an organ ("participating employee") may receive ~~+~~up to one hour of paid leave, or more if authorized by a collective bargaining agreement, every 56 days to donate blood.

Participating employees and part-time employees may receive up to ten days of paid leave in any 12-month period to donate tissue such as organs, skin, bone, etc. to a living donor. For part-time employees, leave will be calculated and paid based on the employee's daily average pay during the previous two months of employment.

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Employees may take leave only after obtaining approval from their Department Head. The City may require employees to submit reasonable documentation supporting their leave.

5.4.4 Elections

The City encourages employees who desire to do so to exercise their right to vote before or after working hours. Employees who are registered to vote and who are not otherwise able to vote outside working hours are eligible to receive up to two hours of paid time off work in order to vote in a general or special election or an election where propositions are submitted to a popular vote. All requests for election time off must be submitted to an employee's supervisor prior to the election day and the City may specify the hours during which employees may absent themselves from work in order to vote.

Employees appointed as an election judge are eligible for unpaid leave to perform their duties as an election judge, including training. In lieu of unpaid leave, an employee may, but is not required, to use vacation time or other forms of paid leave.

5.4.5 Funeral Honors Detail

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An employee may receive up to 8 hours of paid leave, at employee's regular rate of pay, per calendar month, up to a total of 40 hours of paid leave per calendar year, or more if provided for in a collective bargaining agreement, to participate in a military funeral honors detail for the funeral of any veteran. To qualify for this leave, the employee must be trained to participate in the detail and must either be (i) an active or retired member of the armed forces of the United States, including a reserve component or the Illinois National Guard; or (ii) an "authorized provider," as that term is defined within the Military Leave Act, 820 ILCS 151/5, or a registered member of a nonprofit or other organization that is an authorized provider, including a member of a veterans service organization.

Notice of any leave under this Section must be provided at least one week in advance, unless notice is not reasonable and practicable. The City may require employees to submit confirmation from the relevant veterans service organization that dispatched the employee to the funeral honors detail, or any official notice provided to the employee in relation to the funeral honors detail, that can be used as proof of the employee's participation in the detail. An employee that takes leave under this Section may do so in lieu of, and without having exhausted, his or her vacation leave, personal leave, compensatory leave, or any other leave that may be granted to the employee, including sick leave and disability leave. This Section is in addition to, and does not limit, the use of other qualifying types of leave.

5.4.6 NICU Family Leave

In accordance with the Family Neonatal Intensive Care Leave Act, employees may take up to 20 workdays of unpaid, job-protected neonatal intensive care (NICU) family leave when the employee's child is a patient in a neonatal intensive care unit. NICU family leave may be taken continuously or intermittently at the employee's discretion, subject to a minimum increment of two hours. NICU family leave is available regardless of eligibility for leave under the Family and Medical Leave Act (FMLA). An employee who is entitled to FMLA leave shall be granted NICU Family Leave upon completion of and in addition to FMLA leave. Employees may, but are not required, to use accrued paid leave while taking NICU leave. Upon return from NICU family leave, employees will be reinstated to the same or a substantially equivalent position with no loss of accrued benefits, and health insurance benefits will be maintained during NICU family leave as if the employee had not taken leave. The City may require reasonable verification of the child's length of NICU stay but will not request confidential medical information protected by law.

5.5 Jury Duty or Witness Duty

Employees who are summoned to jury duty or testifying as a witness at the request of the City, or testifying under subpoena to matters related to their employment with the City, cannot utilize any other form of leave for this purpose and will receive full pay or pro-rated pay at their straight-time hourly rate for time not worked. Employees must endorse to the City any payment received for jury or witness duty. The payment of the jury duty benefit is made when the employee presents a copy of the subpoena for jury duty service to their supervisor and provides the City with the check received from the court for jury duty or witness duty.

5.6 Family and Medical Leave (FMLA)

5.6.1 General

The City provides leave pursuant to the Family and Medical Leave Act ("*FMLA*"). Family or medical leave will consist of appropriate paid leave and unpaid leave in accordance with the City's Paid Time Off policy (*Section 5.1*).

5.6.2 Eligibility for Leave

Any employee who has been employed for at least twelve months, *and* for at least 1,250 hours during the preceding twelve-month period is eligible for family and medical leave. Except for those employees designated as "key" or "highly compensated" employees, employees will be returned to the same or to an equivalent position upon their return.

All employees who meet the applicable time of service requirements may be granted family or medical leave consisting of appropriate accrued paid leave and unpaid leave, for a period of twelve workweeks (during a 12-month period) for the following reasons:

- A. The birth of the employee's child and in order to care for the child;

- B. The placement of a child with the employee for adoption or foster care;
- C. To care for a spouse, child or parent who has a serious health condition; or
- D. A serious health condition that renders the employee incapable of performing the functions of their job.
- E. Because of certain family and medical events as specified in the Military FMLA Policy, below.

The entitlement to leave for the birth or placement of a child for adoption or foster care will expire twelve months from the date of the birth or placement.

For purposes of this Policy, the City has adopted a “rolling” 12-month period measured backward from the date of any FMLA leave usage. In order to determine the amount of available leave, the calculation is made each time an employee commences leave. From that date, the preceding 12-month period is examined. Any leave used during that preceding twelve months is deducted from the twelve weeks annual leave provided by law under this policy. An employee is entitled to take no more than the remaining balance of leave.

5.6.3 Procedure for Requesting Leave

In all cases, an employee requesting leave must complete an “Application for Family and Medical Leave” and return it to Human Resources. The completed application must state the reason for the leave, the duration of the leave, and the starting and ending dates of the leave.

An employee intending to take family or medical leave because of an expected birth or placement, or because of a planned medical treatment, must apply for leave at least 30 days before the leave is to begin. If leave is to begin within 30 days, or if the leave is for an unplanned medical treatment, an employee must give notice to their supervisor and to Human Resources as soon as the necessity for the leave arises.

If the City subsequently becomes aware that an employee’s absence qualifies for FMLA leave, the City will designate the leave as FMLA leave, regardless of whether the employee applies for FMLA leave.

An employee on medical leave of absence for a serious health condition, whether or not as a result of a workers’ compensation injury, will be designated (and run concurrently) as FMLA leave by the City if the employee is eligible for FMLA leave.

5.6.4 Medical Certification

Appropriate forms must be submitted to initiate family/medical leave and to return the employee to active status. Employees requesting family/medical leave must provide the City with the appropriate medical certification. (The City also may first designate a leave as an FMLA leave where appropriate, even where Employee has not made such a request prior.)

An application for leave based on the serious health condition of the employee or the employee's spouse, child or parent must also be accompanied by a "Medical Certification Statement" completed by a healthcare provider. The certification must state the date on which the health condition commenced, the probable duration of the condition, and the appropriate medical facts regarding the condition.

If the employee is needed to care for a spouse, child or parent, the certification must so state, along with an estimate of the amount of time the employee will be needed. If the employee has a serious health condition, the certification must state that the employee cannot perform the functions of their job. Medical certifications of a serious health condition must be provided to the City no later than 15 days after the request for leave is submitted to the City, unless it is not practicable under the particular circumstances to do so, despite the employee's diligent, good faith efforts.

5.6.5 Benefits Coverage During Leave

During a period of family or medical leave, an employee will be retained on the City's health plan under the same conditions that applied before leave commenced. To continue health coverage, the employee must continue to make any contributions that they made to the plan before taking leave.

For any unpaid portion of leave, an employee is not entitled to the accrual of any seniority or employment benefits that would have occurred if not for the taking of leave. An employee who takes family or medical leave will not lose any employment benefits that accrued before the date leave began.

During unpaid family/medical leaves of absence, the employee will not accrue employment benefits, such as vacation pay, sick/personal pay, etc. Employment benefits accrued by the employee up to the day on which the FMLA leave begins will not be lost. Also, during the leave, the employee will not receive pay for holidays.

5.6.6 Return to Employment Following Leave

An employee eligible for family and medical leave – with the exception of those employees designated as "key" or "highly compensated employees" – will be restored to their old position *or* to a position with equivalent pay, benefits, and other terms and conditions of employment. The City cannot guarantee that an employee will be returned to their original job. A determination as to whether a position is an "equivalent position" will be made by the City.

If the employee does not return to work after the expiration of the leave, the employee will be required to reimburse the City for payment of health insurance premiums during the family leave, unless the employee does not return because of the presence of a serious health condition which prevents the employee from performing their job or circumstances beyond the control of the employee.

5.6.7 Release to Return to Work

Employees who wish to return to work from FMLA leave for a serious health condition will be required to present a fitness-for-duty release by a doctor prior to being restored to employment.

5.6.8 Intermittent Leave

In the case of leave for the birth or placement of a child, intermittent leave or working a reduced number of hours is not permitted unless both the City and employee agree. If both spouses are employed by the City, the combined leave will not exceed twelve weeks.

If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment for the employee or a family member, including during a period of recovery from a serious health condition, or if the City agrees to permit intermittent or reduced schedule leave for the birth of a child or for placement of a child for adoption or foster care, the City may require the employee to transfer temporarily, during the period the intermittent or reduced leave schedule is required, to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position. The alternative position to which the employee may be transferred must have equivalent pay and benefits, but is not required to have equivalent duties.

5.7 Military Family and Medical Leave Act Policy

5.7.1 Eligibility

To be eligible for leave under the military Family and Medical Leave Act provisions, an employee must be eligible for traditional FMLA leave and either be:

- A. The parent, spouse, son or daughter of a servicemember in the Armed Forces, including a member of the National Guard or a Reserve component of the Armed Forces, or of an Armed Forces retiree, who is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation; or
- B. The spouse, son, daughter, parent or next of kin of a servicemember in the Armed Forces, including a member of the National Guard or Reserve component of the Armed Forces, or a qualifying veteran, who is undergoing medical treatment, recuperation, or therapy, who is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.

5.7.2 Policy

Eligible employees can take leave for any of the following reasons:

5.7.2.1 Qualifying Exigency Leave

An employee may take leave because of any qualifying exigency arising out of the fact that a son, daughter, spouse, or parent of the employee is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation. This leave is limited to relatives of National Guard and Reserve servicemembers and of Armed Forces retirees who are in federal service. Qualifying Exigency Leave may be used:

- A. To address any issues arising from a military member's short-notice deployment;
- B. To make or update financial and legal arrangements arising from the military member's covered active duty;
- C. To attend counseling for the employee, the military member or the child of the military member;
- D. To attend military events and related activities;
- E. To spend up to 15 calendar days with the military member who is on Rest and Recuperation leave during covered active duty;
- F. To address certain child care and related activities concerning the military member's child that arise from the military member's covered active duty;
- G. To attend post-deployment activities for up to 90 days;
- H. To address certain activities related to the care of the military member's parents who is incapable of self-care; or
- I. For any other event that the City and the employee agree is a qualifying exigency and agree to the timing and duration of the leave.

5.7.2.2 Military Caregiver Leave

An employee may take leave to care for a covered servicemember with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin (nearest blood relative) of the covered servicemember. A covered servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserve, or a veteran discharged for conditions other than dishonorable, who is undergoing medical treatment, recuperation or therapy, who is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness. This leave does not cover relatives of veterans or servicemembers on the permanent disability retired list. The serious injury or illness is covered if it was incurred while in the line of duty and renders member medically unfit to perform their military duties. The City will rely on authorized healthcare providers or designated officials in the Department of Defense to determine whether the servicemember is a covered servicemember.

5.7.3 Notice of Leave

5.7.3.1 Qualifying Exigency Leave

When the need for leave because of a qualifying exigency related to a family member's active duty is "foreseeable," the employee should provide notice as soon as practicable, regardless of how far in advance the leave is foreseeable. When an employee becomes aware of a need for FMLA leave less than 30 days in advance, it should be practicable for the employee to provide notice of the need for leave either the same day or the next business day. As soon as practicable means as soon as both possible and practical, considering all of the facts and circumstances in the individual case.

5.7.3.2 Military Caregiver Leave

When military caregiver leave is requested, as with traditional FMLA, an employee must provide the City at least 30 days' advance notice before FMLA leave is to begin if the need for the leave is foreseeable. If 30 days' notice is not practicable, notice must be given as soon as practicable.

5.7.4 Certification for Leave

5.7.4.1 Qualifying Exigency Leave

When an employee requests leave because of a qualifying exigency, the employee must provide a copy of the covered military member's active duty orders or other documentation issued by the military indicating that the covered military member is on active duty or called to active duty status in support of a contingency operation, and the dates of the covered military member's active duty service. The employee will need to supply documentation once per deployment and again only for a different active duty or call to active duty status of the same or a different covered military member.

The City will also require the employee to obtain a certification for Qualifying Exigency Leave. A Certification of Qualifying Exigency for Military Family Leave is available from Human Resources.

5.7.4.2 Military Caregiver Leave

When an employee takes leave to care for a covered servicemember with a serious injury or illness, the City will require the employee to obtain a certification to be completed by the employee and an authorized healthcare provider of the covered servicemember. A Certification for Serious Injury or Illness of a Current Servicemember – for Military Family Leave and a Certification for Serious Injury or Illness of a Veteran for Military Caregiver Leave are available from Human Resources.

The City may also require information confirmation of the employee's relationship with the covered servicemember at any time in this process.

If the employee's family member is a current service member who needs care, the City will accept "invitational travel orders" ("*ITOs*") or "invitational travel authorizations" ("*ITAs*") issued to any family member to join an injured or ill servicemember at their bedside, regardless of whether the employee is named in the order or authorization. An ITO or ITA is sufficient certification for the duration of time specified in the ITO or ITA. During that time period, an eligible employee may take leave to care for the covered servicemember in a continuous block of time or on an intermittent basis.

If the employee's family member is a veteran with a serious illness or injury, the City will accept a copy of a VASRD rating determination or the enrollment notice from the VA's Program for Comprehensive Assistance for certification of the veteran's serious injury or illness.

5.7.5 Duration of Military Family and Medical Leave

Under the military FMLA policy, the City provides eligible employees with: (1) up to twelve workweeks of job-protected leave in a 12-month period for Qualifying Exigency Leave; or (2) up to 26 workweeks of leave for eligible employees within a single 12-month period to care for a covered servicemember with a serious illness or injury for Military Caregiver Leave.

Eligible employees using qualifying exigency leave will be entitled to up to a cumulative maximum of twelve workweeks of FMLA leave within a 12-month leave period. Employees using military caregiver leave alone or military caregiver leave in combination with traditional FMLA-qualifying leave, or qualifying exigency leave, may take up 26 workweeks of leave during any single 12-month period. The amount of leave taken for traditional or qualifying exigency is limited to a total of twelve workweeks; the difference may be military caregiver leave. Any combination of FMLA leave may not exceed the maximum limit of 26 workweeks. The 26 workweeks run on a separate FMLA year that commences with the first day leave is taken and can run until the end of the 12-month period. Unused military caregiver leave is forfeited at the end of the 12-month period.

5.8 Leave Due to Crimes of Violence (VESSA)

The City will provide up to twelve weeks of leave from work to an employee who is a victim of violence (or who has a family or household member who is a victim of a crime of violence), pursuant to the Illinois Victims' Economic Security and Safety Act ("*VESSA*"), if the employee is:

- A. Seeking medical attention for, or recovering from, physical or psychological injuries caused by a crime of violence to the employee or the employee's family or household member.
- B. Obtaining services from a victim services organization for the employee or the employee's family or household member.
- C. Obtaining psychological or other counseling for the employee or the employee's family or household member.

- D. Participating in safety planning, temporarily or permanently relocating, or taking other actions to increase the safety of the employee or the employee's family or household member from future crimes of violence or ensure economic security.
- E. Seeking legal assistance or remedies to ensure the health and safety of the employee or the employee's family or household member, including preparing for or participating in any civil or criminal legal proceeding related to or derived from a crime of violence.

5.8.1 Definitions

"Family or household member" means a spouse, parent, son, daughter, and persons jointly residing in the same household whose interests are not adverse to the employee as it relates to the crime of violence.

"Parent" means the biological parent of an employee or an individual who stood in loco parentis to an employee when the employee was a son or daughter.

"Son or daughter" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is under 18 years of age, or is 18 years of age or older and incapable of self-care because of a mental or physical disability.

5.8.2 Period of Leave

Employees are entitled to a total of 12 workweeks of VESSA leave during any 12-month period. (This policy does not create a right for an employee to take leave that exceeds the leave time allowed under, or is in addition to the leave time permitted by, the federal Family and Medical Leave Act.) Leave may be taken intermittently or on a reduced work schedule.

5.8.3 Existing Leave

VESSA leave is itself unpaid. An employee may use paid time off in conjunction with VESSA leave.

5.8.4 Employee Notice Requirements

The employee must provide Human Resources with at least 48 hours advance notice of the employee's intention to take VESSA leave, unless providing notice is not practicable. When an unscheduled absence occurs, the City will not take any action against the employee if the employee, within a reasonable period after the absence (generally, 15 days) provides certification.

5.8.5 Employee Certification

The City may require the employee to provide certification to Human Resources that:

- A. The employee or the employee's family or household member is a victim of a crime of violence; and

B. The leave is for one of the purposes enumerated in the above “Basis” paragraph.

The employee must provide certification to Human Resources within a reasonable period after the City requests certification. An employee may satisfy the above certification requirement by providing to the City a signed and dated statement of the employee, and by providing any of the following documents as soon as they are obtained:

- A. Documentation from an employee, agent, or volunteer of a victim services organization, an attorney, a member of the clergy, or a medical or other professional from whom the employee or the employee’s family or household member has sought assistance in addressing the crime of violence and the effects of the violence;
- B. A police or court record; or
- C. other corroborating evidence.

5.8.6 Confidentiality

All information provided to the City, including a statement of the employee or any other documentation, record, or corroborating evidence, and the fact that the employee has requested or obtained leave pursuant to this policy will be **retained in the strictest confidence by the City**, except to the extent that disclosure is: (i) requested or consented to in writing by the employee; or (ii) otherwise required by applicable Federal or State law.

5.8.7 Restoration to Position

In general, an employee who takes leave under this policy is entitled upon their return to be restored to the position of employment held by the employee when the leave commenced; or to be restored to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment.

5.8.8 Loss of Benefits

The taking of leave under this policy does not result in the loss of any employment benefit accrued prior to the date on which the leave commenced. An employee who takes leave under this policy for the intended purpose of the leave is entitled upon return from leave to be restored to the same position or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment. However, the employee is not entitled to: the accrual of any seniority or employment benefits during any period of leave; or any right, benefit, or position of employment other than any right, benefit, or position to which the employee would have been entitled had the employee not taken the leave.

5.8.9 Reporting to The City

The City may require an employee on leave under this policy to report periodically to Human Resources on the status and intention of the employee to return to work.

5.8.10 Maintenance of Health Benefits

Except as provided under “Loss of Benefits,” during any period that an employee takes leave under this policy, the City will maintain coverage for the employee and any family or household member under group health plan for the duration of leave at the level and under the conditions coverage would have been provided if the employee had continued in employment continuously for the duration of leave.

5.8.11 Failure to Return from Leave

The City may recover the premium that it paid for maintaining coverage for the employee and the employee’s family or household member under the City’s group health plan during any period of leave under this policy if:

- A. The employee fails to return from leave under this policy after the period of leave to which the employee is entitled has expired; and
- B. The employee fails to return to work for a reason other than:
 - i. the continuation, recurrence, or onset of a crime of violence that entitles the employee to leave; or
 - ii. other circumstances beyond the control of the employee.

The City may require an employee who claims that they are unable to return to work because of a reason described in (i) or (ii) above to provide, within a reasonable period after making the claim, certification to the City that the employee is unable to return to work because of that reason. An employee may satisfy this certification requirement by providing Human Resources with:

- A. A sworn statement of the employee;
- B. Documentation from an employee, agent, or volunteer of a victim services organization, an attorney, a member of the clergy, or a medical or other professional with whom the employee has sought assistance in addressing a crime of violence and the after-effects of that violence;
- C. A police or court record; or
- D. Other corroborating evidence.

The City will not fail to hire, refuse to hire, discharge, or harass any individual exercising their rights under this policy or otherwise discriminate against any individual exercising their rights under this policy with respect to the compensation, terms, conditions, or privileges of employment of the individual, or retaliate against an individual in any form or manner for exercising their rights under this policy.

5.8.12 Leave Availability Calculation

The City uses a “rolling” 12-month period measured backward from the date of any VESSA leave usage. In order to determine the amount of available leave, the calculation is made each time an employee commences leave. From that date, the preceding twelve (month period is examined. Any leave used during that preceding twelve months is deducted from the twelve weeks annual leave provided by law under this policy. An employee is entitled to take no more than the remaining balance of leave.

5.8.13 Personal Use of City-Issued Electronic Devices

An employee shall not be subject to harassment, discrimination, disciplinary action, adverse employment action, or retaliation for using City-issued equipment to record domestic violence, sexual violence, gender-based violence, or any other crime of violence committed against the employee or a member of the employee’s family or household.

The City will not deprive an employee of City-issued equipment solely because the employee used or attempted to use such equipment to make a recording described in this Section.

The City will grant the employee access to any photographs, voice or video recordings, sound recordings, or any other digital documents or communications stored on a City-issued device relating to domestic violence, sexual violence, gender violence, or any other crime of violence committed against the employee or a family or household member of the employee.

5.9 Military Leave (ISERRA/USERRA)

City employees who are members of the uniformed or military services receive extended employment rights as set forth in the Illinois Services Employment and Reemployment Rights Act (ISERRA) (330 ILCS 61/1-1 et seq.), the Uniformed Services Employment and Reemployment Rights Act (USERRA) (38 ~~USCA~~ USC 4301, et seq.) and all other applicable state and federal laws. This policy is not intended to grant any rights or impose any responsibilities in excess of those contained in state and federal law. If the provisions of this policy are inconsistent with state or federal law, the City will apply the provisions of applicable law.

If an employee needs leave for uniformed or military service, the employee must provide advance notice to their Department Head and Human Resources, along with a copy of their orders for service, as soon as they become aware of their need for leave. The City will provide grant leave for uniformed or military service in accordance with the requirements of state and federal law. An employee may, upon their request, use accrued leave or UPTO in conjunction with periods of paid and unpaid active service, including but not limited to: travel to and from military orders, rest periods immediately before or after military orders, and military service during which the service member does not receive pay from the military.

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During periods of uniformed or military leave, the City's health-plan benefits will continue in accordance with state and federal law. Employees enrolled in a healthcare plan through the City may elect to continue or terminate their healthcare benefits during periods of military leave. For periods of leave for active duty, the City will continue to pay the employer's share of the full premium and administrative costs related to the continuation of health-plan benefits. Employees who elect to continue their coverage are entitled to continuous coverage for up to 24 months starting on the date on which their absence begins. In cases of paid military leave, premiums will be deducted from the employee's compensation. If the military member is on an unpaid leave, or if the amount of differential compensation does not cover the cost of the employee's health care premiums, employees are responsible for making timely monthly payments to the City. Upon reemployment, health insurance will be reinstated without any waiting period or exclusions for preexisting conditions unless a waiting period or exclusion is authorized by law or would have otherwise applied if the service member had not taken military leave.

During periods of military leave for annual training or orders in lieu of annual training, employees continue to receive full concurrent compensation for up to 30 calendar days per year- during appropriately designated paid military orders. Employees who have exhausted concurrent compensation for annual training, may receive differential pay for annual training, as set forth and limited by law.

During periods of leave for active service, employees receive differential compensation, meaning pay due when the employee's rate of compensation for military service is less than their daily rate of compensation as a public employee. In the case of differential pay, the employee will receive their regular compensation as a public employee minus the amount of base pay for active service. Differential compensation is only provided for paid active service and excludes periods of unpaid active service such as travel, rest periods, and other service where the employee does not receive pay from the military. Employees may, upon their request, use accrued leave with pay in lieu of differential compensation during any period of military leave.

Differential compensation for voluntary active service is limited to 60 work days in a calendar year. ~~Employees may elect, but are not required to, use accrued leave with pay in lieu of differential compensation during any period of military leave. Differential compensation will not be paid for active service without pay. Employees who have exhausted concurrent compensation for annual training, may receive differential pay for annual training, as set forth and limited by law.~~ After an employee is absent from employment for a consecutive 3-year period while performing voluntary active service, the employee shall no longer receive differential compensation. Such an employee must return to work for more than 90 calendar days in order to reinstate the right to differential pay.

5.10 General Leave of Absence

Employees may request a general unpaid leave of absence for personal matters, which may be granted at the discretion of the employee's Department Head and the City Manager. The following are examples of the kinds of situations for which personal unpaid leave may be appropriate:

- The continuation of or completion of a pursuit of a degree for the purpose of training in subjects related to the work of the employee and which will benefit the City.
- To recover their own health or attend to family illness upon exhausting their FMLA time.
- Personal business which will require an employee's attention for an extended period, such as a settlement of an estate, liquidating a business, attending court as a witness on non-City related cases, and for purposes other than the above where the City determines, in the City's discretion, that granting unpaid leave will be in the best interests of the City.

5.10.1 Procedures

- A. Employees may submit a written request to the Department Head asking for a leave of absence without pay. The request will be in writing, stating the reason for the request, the date desired for the start of the leave and the probable date of return. The request along with the written recommendation of the Department Head will be forwarded to the City Manager for authorization.
- B. Authorization for leave will be at the sole discretion of the City Manager, whose decision will be based upon the operational needs of the City; the work record of the individual; and the reason for the request.
- C. If applicable, an employee is required to exhaust available paid leave before an unpaid general leave of absence is commenced.
- D. If any employee is absent because of illness or non-occupational disability, the Employee will be required to first exhaust accumulated leave until the employee becomes eligible for disability pension benefits. In the event that the has exhausted all leave prior to the expiration of any waiting period for disability benefits, the employee will not be entitled to any compensation from the City.

5.10.2 Status of Benefits

With the exception of group health coverage, an employee is not entitled to accrue or receive any other employment benefit while on a general leave.

For the remainder of the month during which a general leave begins, and for one calendar month thereafter, the City will continue to provide group health insurance coverage under the same conditions as it did before the leave began. Thereafter, insurance coverage, if desired by the employee and otherwise available through the City, will be made available under COBRA and fully paid by the employee through the duration of the leave.

5.10.3 Duration

A general leave of absence may be granted for up to twelve workweeks. Extensions may be granted for additional periods of up to twelve additional workweeks, not to exceed a total of 24 workweeks, inclusive of all other leaves taken by the employee. An employee may request an extension of the general leave by making application to the City in the same manner as an original request.

The City is entitled to fill the employee's position at any time during their leave if it determined that the employee's absence impairs the operations or delivery of services. In cases where a determination is made to fill the employee's position, the City will notify the employee of this decision in writing and offer the employee an opportunity to return to work before the scheduled end of their leave. The employee is required to respond to the offer for re-employment within three business days from the date of notice from the City, and will be considered to have declined the offer if they fail to respond at the close of the third business day.

5.10.4 Conditions for Returning to Duty

- A. A return date will be agreed upon by the employee and the City Manager at the time the general leave is granted. Generally, this will be the probable return date specified in the employee's application.
- B. An employee returning from a general leave will be placed in the employment position held before the leave began, if the employment position is vacant. If the former employment position is not vacant, the employee may be returned to the most equivalent, available employment position with the City for which the employee is qualified, with the right of the employee to transfer to the employee's former employment position if and when it becomes available if the employee remains qualified.
- C. If no vacant, funded positions exist to which the employee may be reinstated at the conclusion of their leave, the employee will be provided preferred status over applicants from the general public for any vacancy in their former job classification or a in a job classification having a maximum salary rate below their former classification and for which they are qualified. This preferred status will be provided for a time period equal to the length of the employee's leave of absence, and will take into consideration the former employee's job performance and attendance record. Preferred status in this context does not obligate or require the City to reinstate the former employee.
- D. Prior to reinstatement after a general leave of absence for an illness, an employee must present to the Human Resources a physician's written statement certifying that the employee is capable of returning to work and performing, either with or without reasonable accommodations, the essential functions of the employment position involved.

5.10.5 Resignation or Termination

An employee who fails to return from a general leave on the designated return date, either as originally agreed or as extended, will be considered as having abandoned and resigned their employment position with the City.

Employment with another employer while on a leave of absence constitutes a voluntary resignation.

Abuse of the City's leave of absence policies will result in loss of leave privileges and/or release from the City. In cases where the City has reason to believe that an employee is not in compliance with the leave policy, they will be notified in writing that their approved leave has been revoked or that their employment with the City has been terminated. In either case, employees will be informed that they have five business days after the date of the notice to submit an appeal to the City Manager for reconsideration.

CHAPTER 6: COMPENSATION AND PERFORMANCE MANAGEMENT

6.1 Compensation

It is the City's policy to compensate all employees on a fair and equitable basis for the work which they perform. Jobs are classified according to duties and responsibilities as a basis for determining wage and salary classifications. The City Council adopts, from time to time, positions and the minimum and maximum ranges of pay for each non-represented position. Represented positions are subject to the pay provisions of their collective bargaining agreement.

The City Manager is responsible for the implementation of the City's system of compensation and has full discretion and authority to adjust employee salaries within this framework. In setting the appropriate rate of pay for each employee, the City Manager will consider economic and budgetary factors as well as the following guidelines:

- A. **Merit Pay:** The primary objective of the City's system of compensation is to establish and maintain a strong relationship between compensation and performance. Salary increases or advancement within a salary range is based upon demonstrated work performance exceeding acceptable or average standards. Length of service will not automatically relate to a level of compensation, but experience will be reflected in evaluations of performance.
- B. **Market Pay:** Pay should be adequate to attract and retain talent relative to compensation paid by comparable communities.
- C. **Pay Compression:** Pay differences should be substantial enough to reflect and reward differences in performance, skills, responsibility, or seniority.
- D. **Internal Equity:** Employees with similar duties and responsibilities should receive similar pay, even if their title or department differs.

Except as otherwise provided in collective bargaining agreements, it is the policy of the City to review the salary or wages of each employee once each year to determine if an increase is merited, or more frequently in special circumstances. Salary adjustments will generally be made by the City Manager after considering the recommendation of the employee's Department Head as to the employee's eligibility and qualifications. For employees who have reached the maximum salary allowable, the City Manager may, at the Manager's discretion, provide a one-time, lump-sum bonus payment in lieu of an adjustment to the regular rate of pay.

The total compensation package provided by the City includes group medical insurance benefits, life insurance, and pension. Except as otherwise provided by written agreement or this Manual, the salary authorized under the schedules for each position will be the only compensation provided to employees for their services.

6.2 Performance Evaluation

Regular evaluations of each employee's performance are used to assist the City in strengthening its services, to assist the employee in their professional development, and as an important factor in considering employee salary adjustments. A performance evaluation will be prepared by appropriate supervisory personnel at the end of the new hire's probationary period and thereafter at least once during each calendar year. Additional evaluations may be made between these required evaluations as necessary.

Employees will be evaluated by their immediate supervisors. The performance evaluation will be reviewed by the next higher-level supervisor, up to and including a Department Head. In the event the employee is transferred from one supervisory work unit to another supervisory work unit or in the event the employee's present supervisor is transferred, the former supervisor will, if possible, provide the current supervisor with an evaluation of the employee's work for the period the employee was under the former supervisor. This evaluation will be considered in preparing the annual performance evaluation. In the event the immediate supervisor leaves the employment of the City prior to conducting performance evaluations, the next higher-level supervisor will evaluate all affected employees.

The City Manager is responsible for establishing the criteria that will be used to measure each employee's job effectiveness, performance, and development. The performance evaluation process will consist of the following:

- A discussion of the evaluation criteria with the employee prior to the preparation of the evaluation document;
- A discussion of the completed evaluation document with the employee;
- An opportunity for the employee to review the document and submit any responses or explanations that may be appropriate; and
- An opportunity for the employee to discuss the evaluation with the Department Head or, for reviews provided by a Department Head, the City Manager if the evaluation is felt to be inaccurate.

The evaluation will be discussed with the employee and become part of their official personnel record. Once the evaluation report has been discussed with the employee, the employee will acknowledge the fact that the report has been discussed with him/her by signing and dating the form. The employee may include comments regarding the evaluation at that time, which will become part of the record. All written comments provided by employees and/or meeting requests concerning the report must be done so within 30 days of the date on which the employee initially discussed the report with their supervisor.

The completed evaluation document will be submitted to Human Resources. All reports are to be kept confidential, except as required by law, and included in the employee's personnel file.

Following the evaluation process, the Department Head will recommend to the City Manager any actions to be taken. Recommended actions may include, but are not limited to:

- Adjustments in compensation
- Training requirements and assignments
- Promotion/demotion
- Transfer
- Awards/discipline
- Performance objectives
- Corrective action plans
- No action at this time
- Termination

6.3 Longevity Incentive

In addition to their base compensation, full-time regular employees who have worked for the City for over 10 years will receive a longevity incentive as part of their base pay as provided in the schedule below. For Non-Exempt Employees, the longevity incentive is included in calculating the employee's overtime pay rate.

Accumulated City Service	Longevity Incentive (% of base salary)
Completion of 10 years of service (120 months)	2.25%
Completion of 15 years of service (180 months)	2.50%
Completion of 20 years of service (240 months)	2.75%
Completion of 25 years of service (300 months)	3.00%

Some employees previously waived their right to this longevity incentive by participating in an education incentive plan that is no longer available to employees. These employees will receive the greater of (i) the longevity incentive provided by this policy or (ii) the education incentive, as a percentage of salary, received by the employee as of December 31, 2023.

6.4 Training and Development

The City recognizes the need for training, development and professional growth to maintain a successful City and to provide the best possible service to the City and the surrounding communities.

Employees are encouraged to participate in professional level training. At the discretion and approval of the City Manager, sufficient time may be made available for staff to attend conferences, conventions, institutes and other training activities. Consideration will be given toward defraying expenses (tuition, transportation, meals and lodging) involved with training subject to available resources. To permit equitable distribution of these opportunities to as many members of the staff as possible, consideration will be given on the basis of the value of the training to the City and the previous performance of the employee as evidenced on their performance evaluations.

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Training and development opportunities are subject to the availability of funds. Employees who wish to submit a request for consideration as part of the City's overall fiscal budget and appropriations process should submit a written request to their immediate supervisor that includes information regarding the specific job-related benefits to be derived from the training.

CHAPTER 7: EMPLOYEE BENEFITS

7.1 Health, Dental and Life Insurance

All full-time employees are eligible to participate in the City group health, dental and life insurance programs. Insurance coverage(s) will commence 30 days after the start of employment, and will cease 30 days after the employee is no longer eligible for coverage (separation or change to part-time status).

As an alternative to participating in the City's health insurance program, an employee who has health coverage elsewhere may receive a \$500 monthly incentive (or as otherwise provided in a collective bargaining agreement) for opting out of participation in the City's health insurance plans.

Employees are eligible to make pre-tax contributions to a Flexible Spending Account (FSA) up to the published Federal annual contribution limits.

After separation, eligible employees may continue their health insurance coverage for a limited time under the provisions of the Federal Consolidated Omnibus Budget Reconciliation Act of 1985 ("**COBRA**") and the Illinois Insurance Code. Employees will be provided with information about continuation coverage at the time of separation, but are generally required to pay the full insurance premium to continue coverage including the portion paid by the City.

A brochure describing the provisions of each insurance plan and applicable rates to be paid by the City and employee will be provided to each employee at the time of employment and thereafter annually. As the City's benefit offerings change periodically, where there is any conflict between this brochure and the provisions of this Manual, the benefits brochure controls.

7.2 Retirement Health Savings (RHS / PEHP)

The City automatically opens a Retirement Health Savings account (also known as Post Employment Health Plan or "PEHP") for employees who are eligible to receive City health insurance, including employees who opt-out of City health insurance. Each year in the month of January, the City will contribute 0.5% of the employee's base salary as of January 1. Employees who join the City midyear are not eligible for a pro-rated contribution.

City RHS contributions may be used to pay for insurance premium expenses such as health, vision, dental, long term care, Medicare Part B and insurance coverage continuation. All contributions, accumulations, and reimbursements are tax exempt.

RHS is an individual, investment-driven account. RHS account contributions and value are subject to market risks which may result in declining value. RHS account holders are responsible for selecting investment options for their accrued RHS contributions.

7.3 Employee Assistance Program

The City recognizes that a wide range of illnesses and problems can adversely affect an employee's health, wellbeing, and job performance. These illnesses and problems may include alcoholism, drug dependence, emotional or psychiatric illnesses, marital and/or family discord, stress disorder, legal difficulties and/or financial problems.

To help employees who are encountering these difficulties, the City has implemented an Employee Assistance Program (EAP), available to all employees. The EAP provides confidential and professional assessment, short-term counseling, and referral services. While the City believes that it is in the best interest of the employee, the employee's family, and the City to provide an EAP, using the services offered by the EAP does not relieve an employee of the responsibility attendant with their City job. Additional information regarding the EAP is available through the individual's Department Head and Human Resources.

7.4 Retirement/Pension Benefits

The City is covered by various pension funds and plans. State statute requires pension contributions to be deducted from all eligible employees' paychecks.

All City employees, with the exception of sworn Fire Department and Police Department employees, who are employed at least 1,000 hours per year, must participate in the Illinois Municipal Retirement Fund (IMRF). State law requires that a specified amount be deducted from each employee's payroll check for their contribution to the IMRF. In addition, the City, as the employer, also contributes to the IMRF. IMRF eligibility, participation, contributions and benefits are as mandated by the IMRF and applicable state and federal laws. For more information on the details of the IMRF and its benefits, employees should contact the Human Resource Specialist or refer to the IMRF website at www.imrf.org.

7.5 Deferred Compensation

All full-time and part-time regular employees may participate in a 457(b) deferred compensation plan offered by City. Deferred compensation is a tax-sheltered retirement plan approved by the Internal Revenue Service (IRS) that allows an employee to defer or designate some portion of their salary, within the limit established by the IRS, to be transferred to an investment fund selected by the employee. The employee's gross, or taxable income, is reduced by the amount deferred, thus reducing the amount of income taxes paid by the employee. Income taxes are paid when the funds are distributed to the employee (upon retirement, termination of City employment, or in the event of an emergency), at which time various payment options are available to the employee.

For information on the Deferred Compensation Plan, employees should contact Human Resources.

7.6 Pre-Tax Transportation Benefits Account

Commented [CG6]:
Public Act 104-0272; IRS Publication 15-B (2026)

The City supports environmentally friendly commuting options and the well-being of our employees. Accordingly, the City offers all employees access to a pre-tax Transportation Benefit Account to allow employees to set aside ~~up to \$300 per month~~ pre-tax dollars, via payroll deduction, to pay for transit passes on regional providers such as Metra, Pace, and CTA, up to the maximum amount permitted by federal tax law, consistent with 26 U.S.C. 132(f) and the rules and regulations promulgated thereunder. For more information, employees should contact Human Resources.

7.7 Worker's Compensation

In accordance with the Illinois Workers' Compensation Act (820 ILCS 305/1, *et seq.*), the City maintains workers' compensation insurance. The Illinois Workers' Compensation Act provides a system of benefits to most employees who experience work related injuries and occupational diseases. Workers' compensation benefits are subject to change as a result of changes in the law.

For more information regarding Workers' Compensation benefits, employees should contact Human Resources.

The City reserves the right to manage incidents involving workers' compensation to the fullest extent permitted under the law. Employees found to be defrauding the City with respect to workers' compensation claims will be subject to disciplinary action, up to and including termination, even for a first offense. Also, employees who fail to comply with requests and/or orders from the City while absent from work due to a workplace injury or illness will be subject to disciplinary action, up to and including termination, as well as other sanctions or actions permitted under the law.

7.8 Tuition Reimbursement

Starting three years after their anniversary date, regular full-time and part-time employees are eligible to apply for reimbursement for the cost of tuition to attend courses or programs that, in the discretion of the City, are relevant to the employee's current and future employment with the City. Reimbursement rates will be determined by the City based on relevance to City employment, as follows:

	A / Pass	B	C	All Other Grades
Direct benefit to the City:	100%	50%	25%	0%

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Limited or indirect benefit to the City:	50%	50%	25%	0%
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To qualify for tuition reimbursement an employee must complete and submit a Request for Tuition Reimbursement form and a letter requesting reimbursement to their Department Head prior to enrolling in the course. Once the course is successfully completed, the employee must submit proof of satisfactory completion and proof of payment for tuition in order to be reimbursed.

All reimbursements are for the actual costs of tuition only, and exclude any expenses such as books, commuting, meals, and supplies. If grants, scholarships, or other assistance is available to the employee, these means should be pursued and the City’s reimbursement will be secondary to these sources.

Any employee receiving a Tuition Reimbursement benefit will be required to enter into a written agreement to repay any reimbursements made by the City if their employment with the City ends less than five years after completion of the course or program, as follows:

Service Time Since Completion Date	Required Repayment
Less than three years (<36 months)	100% repayment to City
Three to five years (36-59 months)	75% repayment to City
Five or more years (60+ months)	No repayment required

When attendance at classes or similar training programs is at the direction of the City and not voluntary, and the classes and training are available only outside of normal working hours, Non-Exempt Employees will be paid for the actual travel time from City Hall to the classroom or training facility and the actual time spent in the class or training session.

For employees seeking additional academic credentials and or certifications or other training that is not required by the City as a condition of continuing employment, and instead, is considered voluntary, travel and time spent in the course or training program is the responsibility of the employee and is not compensable time. All courses of a voluntary nature must be taken during non-work hours.

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Tuition Reimbursement is limited to the Federal limit for tax-deductible tuition reimbursement (\$5,250 at the time of adoption of this Manual) per employee per calendar year and is subject to the availability of funds. Employees who wish to submit a request for consideration as part of the City's overall fiscal budget and appropriations process should submit a written request to their immediate supervisor that includes information regarding the specific job-related benefits to be derived from participation.

CHAPTER 8: OTHER IMPORTANT CITY POLICIES

8.1 Workplace Searches (No Expectation of Privacy)

All City property, including offices, desks, files, file cabinets, lockers, vehicles (whether locked or unlocked), cell phones and computers are the property of the City and are issued for the use of employees only during their employment with the City.

The City reserves the right to search all City property, as well as any other City area or article on City premises, at any time. Employees do not have an expectation of privacy as to any City property or as to any items brought to the City's premises or working areas.

While the City will ordinarily attempt to make inspections with the employee's consent or in the employee's presence, the City has the right to conduct inspections without prior consent or notice. Employees must cooperate, and those who refuse to cooperate will be subject to disciplinary action, up to and including termination of employment, even for a first offense.

In general, and if the circumstances allow in the City's determination, the City will conduct searches with the approval of a Department Head and participation by at least two supervisory personnel.

8.2 Authorized Media Contact

The City Manager is responsible for all official contact with the news media during working hours, including answering questions from the media. The City Manager may designate specific employees to give out procedural, factual or historical information on particular subjects or issues. Employees who are contacted by the news media on job sites must inform the media representative(s) in a firm but polite manner that City policy requires them to refer all questions to the City Manager's Office. Where possible, employees will immediately contact the City Manager to inform him/her of the media contact and the nature of the questions or issues raised by the media.

8.3 Dress Code

Employees are to dress in a clean and professional manner that is safe, appropriate to their job responsibilities, and meets the following guidelines:

- Employees should be clean and well-groomed. Grooming styles dictated by religion and ethnicity aren't restricted.
- Clothing should be work-appropriate. Graphic shirts, shorts, ragged sneakers, and slippers are not permitted. Clothing typically used for athletics (excluding golf) and outdoor activities are not appropriate, except where consistent with an employee's duties.
- Clothing must be in a good state of repair. Discernable rips, tears, or holes are not allowed.

- City Hall office employees should adhere to “business casual” dress code. In addition to typical office attire, items such as: flannel collared shirts, short-sleeve collared (polo) shirts, jeans, casual pants, dresses, skirts of an appropriate length, dress sandals, and clean athletic shoes are all acceptable.

Employees who appear for work dressed in a manner inconsistent with this dress code may be required to return home to change. The time required to return home to change is considered non-working time and is non-compensable. Employees who repeatedly violate this provision may be subject to discipline.

8.4 Uniform

Uniforms may be provided in accordance with departmental rules and regulations. Employees are responsible for the proper care and use of uniforms supplied by the City. Uniforms may be worn only during working hours, or for conducting official City business outside working hours. Uniforms may be worn to work, but are not to be worn during any personal activity. In the event uniforms are lost or stolen as a result of wearing them outside of working hours, employees will be held liable to the City for any costs or damages.

8.5 Driver’s License Verification and Use of Personal Vehicles

All employees occupying positions which require the operation of a City vehicle or personal vehicle for City business must maintain a valid driver’s license for the type and size of vehicle being operated. Employees must show their physical license and supply their driver’s license number to their Department Head or designee upon request for verification purposes. The City will generally verify the license status of an employee during recruitment and once per year while employed by requesting a driver’s abstract from the Illinois Secretary of State (or the equivalent agency if an employee resides out-of-state).

Employees must inform their immediate supervisor or Department Head if their license has expired or is otherwise invalid, which will prevent them from being able to drive City owned equipment or their own personal vehicle for City business. If any employee required to operate a vehicle as part of their job duties is found to have a suspended or revoked license, that employee may be subject to discipline up to and including termination, even for a first offense. Failure to inform an immediate supervisor or Department Head of a suspended or revoked license may result in discipline up to and including termination, even for a first offense.

Employees must report to their immediate supervisor any medical condition which would inhibit their ability to properly operate a motor vehicle safely.

An employee who uses their personal vehicle for City business must maintain valid automobile insurance and must maintain current proof of insurance on file with the City by providing a copy to their Department Head or designee. Minimum insurance requirements are either:

A combination of no less than \$100,000 Bodily Injury Liability per Person, \$300,000 Bodily Injury Liability per Occurrence, and \$100,000 Property Damage Liability

- or -

\$300,000 Combined Single Limit for Bodily Injury and Property Damage Liability.

8.6 Use of City Vehicles

The use of City-owned vehicles is limited to official business with no employee being authorized to use City vehicles for daily commuting (portal-to-portal) or personal use, unless during the course of and as a result of the necessity of official business as authorized by the Department Head.

Employees are responsible for the proper care and use of the vehicle and must operate the vehicle in a safe, courteous and lawful manner. When using vehicles, employees must keep in mind that they are representatives of the City and that their conduct in adhering to the rules of the road and courtesy on the road is a reflection on the City.

Employees who regularly operate City vehicles in the normal course of performing their duties are responsible for ensuring that their assigned vehicle is in operating condition and immediately notifying their supervisor of conditions or malfunctions that require maintenance or repair.

Employees must wear seat belts during the operation of any vehicle, either as an operator or passenger.

Employees must not use a cellular phone while operating a vehicle unless doing so through a car's hands-free system.

Any form of smoking, including vaping, is prohibited in City vehicles.

Employees must ensure that unattended City vehicles are locked and secured.

Employees who fail to comply with the safety policies of this Section will receive disciplinary action.

8.7 Traffic Citations

All traffic citations received while driving a City vehicle or an employee's personal vehicle for City business are the sole responsibility of the driver. Violations must be reported to the employee's supervisor immediately upon returning to the work site. Failure of an employee to pay any fines within the prescribed time limits that are charged to the City as a result of the employee's use of a vehicle will result in disciplinary action.

8.8 Use of Personal Cell Phones

8.8.1 Purpose

This policy concerns use of personal cell phones and other personal listening devices at work, the personal use of City-issued cell phones, and safety requirements concerning the use of cell phones and other personal listening devices by employees while driving. Recognizing the presence of personal communication and entertainment devices currently in the work place, reasonable and practical policies concerning the use of these devices is required so that the attention of City employees is focused on providing services for which they are employed, and to provide a work environment free from distractions resulting from co-workers using a variety of communication and entertainment devices for personal use in the work place.

8.8.2 Policy

This policy concerning cellular phones and other personal listening devices in the workplace is an umbrella policy covering four distinct but related uses of cellular phones and other personal listening devices in the work place: 1) Use of Personal Cell Phones and Other Personal Listening Devices; 2) Personal Use of City-Provided Cellular Phones; 3) Safety Issues Related to the Use of Cellular Phones and Other Personal Listening Devices; and 4) Responsibilities of Supervisors and Department Heads concerning Cellular Phones and Other Personal Listening Devices in the Workplace. Following is the specific policy for each of the four uses described above.

8.8.3 Use of Personal Cell Phones and Other Personal Listening Devices

Excessive personal calls, emails, or text messaging during the workday, regardless of the device used, can interfere with the City's operations, can present an unprofessional appearance to the public, and can be distracting to others. Employees should generally handle personal matters on nonwork time.

Personal cellular phones and other personal listening devices, with or without headphones or earphones, may not be used in a manner that creates a distraction in the workplace or presents an unprofessional appearance to the public. Personal cell phones are to be set to vibrate or alert the user in some manner other than emitting an audible sound. Employees must inform friends and family members of the City's cell phone usage policy since the restriction on using personal cell phones during normal work periods applies to incoming as well as outgoing communications. Generally, City business should be conducted using City-issued equipment, and employees are not expected to use their personal devices to conduct City business. The City is not liable for the loss or damage of personal cellular phones and other personal listening devices brought to the workplace. Employees found to be in violation of any portion of this policy will be subject to discipline.

8.8.4 Personal Use of City-Provided Cellular Phones

Where job or business needs demand immediate access to an employee, the City may issue a City-owned and serviced cell phone to an employee for work-related communications. City issued equipment is City property, and employees do not have an expectation of privacy as to any City-issued cell phone. Text messages and phone logs may constitute records subject to disclosure and may be reviewed by the City.

Where necessary, emergency or personal phone calls may be made from the City's land-line phone or a City cell phone if one has been issued to the employee. Supervisors and Department Heads are allowed appropriate flexibility and discretion in circumstances where personal phone use by an employee is required. Where possible, employees under these circumstances should give their supervisor prior notice. Approval by an employee's supervisor of personal phone use under these circumstances, regardless of whether or not the employee has provided prior notice, will not be unreasonably denied.

Employees in possession of City equipment such as cellular phones are expected to protect the equipment from loss, damage or theft. Employees are not permitted to activate or deactivate any operational features or settings, or to alter in any way the operation of the device from that which was set at the time of issuance. Employees in possession of City equipment such as cellular phones or radios that require recharging must ensure that City devices are properly installed in appropriate recharging appliances prior to the end of their shift. Employees found to have tampered with or failed to re-charge City-issued equipment will be subject to discipline.

Upon resignation or termination of employment, or at any time upon request by an employee's supervisor or Department Head, the employee may be asked to produce the phone for return or inspection. Employees unable to present the phone in good working condition at the time of the request are subject to discipline and responsible for the cost of a replacement.

Employees who separate from employment with outstanding debts for equipment loss or damage will be subject to legal action for recovery of the loss.

8.8.5 Safety Issues Related to Using Cellular Phones and Other Personal Listening Devices While Driving

The City requires its employees to follow all federal, state and local laws regarding the use of cellular/smart phones and electronic devices while driving.

Employees charged with traffic violations resulting from the use of a cellular phone or electronic device while driving will be subject to disciplinary action and may be subject to personal liability resulting from traffic violations. Violations of this portion of the policy will be subject to discipline.

8.9 Confidential Information

Confidentiality is extremely important to maintain the public and community's trust. The City works diligently to maintain confidentiality at the highest level. All current and former employees have a responsibility not to share confidential City information.

Employees are not permitted to remove or make copies of any confidential City records, reports, or documents without prior approval from the City Manager. This is in accordance with the City's Identity Protection Policy, attached to this Manual as *Appendix A*, as well as any Federal and State laws; including the Health Insurance Portability and Accounting Act (HIPAA) (Article 5; Section 5-18) requirements.

8.10 Outside Employment

Employees may engage in other employment outside of official duty hours provided that approval is first secured from their Department Head and by the City Manager. The City reserves the right to prohibit outside employment where the outside employment:

- is conducted on City time;
- interferes with working hours or overtime requirements of the employee's position;
- involves the use of City uniforms, facilities, equipment or supplies of any kind;
- involves the use of official City information not available to the public;
- may reasonably be construed by the public to be an official act of the City or a conflict of interest;
- reflects adversely upon the employee or the City; or
- is in conflict with the employee's position with the City. This includes work which an employee would be expected to do as part of their normal duties for the City, work requiring approval or review of the City, or work which would tend to influence the exercise of improper judgment on any matter coming before the employee in the course of their City employment.

An employee must submit a fully completed Permission for Outside Employment form to their Department Head prior to engaging in outside employment. A copy of the form may be retained from the Department Head or Human Resources Specialist. A Department Head may place reasonable limitations or conditions on the performance of any outside employment. Requests that have been approved will be valid for a period of one year from the date of approval by the City Manager. A new Request form is required if the outside employment extends beyond the one-year period, or if there is a substantial change in the type of work or working conditions described in the original request. The City reserves the right to revoke any approval for outside employment when the outside employment is determined to interfere with the employee's assigned duties for the City, or in the event that the City determines that the outside employment reflects adversely upon the City or falls under any other case identified above. Approved requests for outside employment are maintained in the employee's official personnel file.

8.11 Gift Ban

Employees of the City must fully comply with provisions set forth in the Gift Ban regulations as set forth in Chapter 2, Article X of the City's Code of Ordinances.

8.12 Conflicts of Interest

Except as provided by Illinois law or City ordinance, no City employee may have a direct or indirect financial interest in any contract with the City; the sale to, or purchase from, the City of any personal or real property; or the procurement or performance of any business or work for the City.

All employees must further refrain from any conduct that may reasonably create the appearance of a conflict of interest. Accordingly, employees are strongly encouraged to obtain prior approval or guidance from their Department Head or the City Manager concerning any matter that could create an appearance of a conflict of interest.

8.13 Political Activity

The City respects the right of employees to engage in political activities. All employees are urged to exercise their individual right to vote as citizens.

However, employees must restrict political campaign activities to non-working time and must not be in any uniform that identifies the employee as an employee of the City while engaging in political campaign activities. As such, no employee may engage in political activities during working hours, or while on duty, or while wearing or utilizing any equipment, wearing apparel or supplies owned or provided by the City. Employees engaged in political activity must not represent that the activity is on behalf of the City. City property cannot be used to advance political campaigns, and campaign materials cannot be posted or displayed on City property or vehicles.

No employee may use their official position to coerce or inhibit others in the free exercise of their political rights, to solicit or receive any contribution or service from any candidate, party, or political purpose, or to secure or aid any person in securing an elected public office.

Employees of the City must fully comply with provisions set forth in the Prohibited Political Activities regulations as set forth in Article VII of the City's Code of Ordinances.

8.14 Representing Private Interest in Court

No employee may represent any private interest in any action or proceeding taken against the City unless protected or provided by law.

8.15 Disclosing of Interest in Legislation

An employee who has direct or indirect interest in any legislation before the City Council or any City board or commission must disclose this interest to their Department Head or the City Manager including and before they plan to participate in any discussion before the City Council, board, or commission.

8.16 Use of City Property

The use of City property for one's personal benefit by any employee of the City is forbidden, unless approved by the employee's Department Head and the City Manager in writing. This prohibition does not apply to any specific use of City property otherwise permitted as referenced in a particular policy in this Manual.

8.17 Reimbursement of Mileage and Other Expenses

Employees who must use their personal vehicles when conducting City business will be reimbursed at the currently effective Federal standard mileage rate. Mileage calculation begins from the point of embarkation but excludes any mileage to and from work except when required on days which are not the employee's normal work days. No reimbursement for personal vehicle usage will be provided when a City vehicle may have been reasonably utilized by the employee.

The City also provides for reimbursement of other designated expenses incurred by an employee in carrying out their job responsibilities, including expenditures that can be incurred on business related travel. Procedures for travel advances and expenses are contained in the City's Purchasing Manual. An employee may forfeit any reimbursement if they fail to follow the requirements of the Purchasing Manual throughout their travel and when submitting a request for reimbursement.

8.18 Personnel Files

A complete record of all personnel actions will be maintained on each employee by Human Resources. Each file will include an application, reference letters, appointment notification, performance evaluations, personnel actions, earned benefits, commendations and other relevant information. While not stored with an employee's personnel file, an employee may also review relevant employment-related contracts or agreements; copies of this Manual; and copies of any other written City policies and procedures that concern qualifications for the employee's employment, promotion, transfer, compensation, benefits, discharge, or other disciplinary action.

The procedure for employees to inspect, copy, or receive copies of their personnel file is governed by the Illinois Personnel Record Review Act (820 ILCS 40/1 *et seq.*). Employees may arrange for the employee or their representative to inspect, copy, or receive copies of their personnel file by contacting Human Resources. The City may require requests to be submitted in writing, and will require a written request where any person other than the employee is to review, copy, or receive copies of personnel records. This request must include a waiver and release where medical information is to be released to a representative.

The City will ordinarily fulfill these requests within five working days.

Any inspection of personnel files will be conducted under the supervision of a member of the City's Human Resources office or another member of management. Some materials may be withheld from review as permitted by law. In no instance will an employee or their representative be allowed to remove materials from their personnel file. If an employee disagrees with information contained in their personnel file, the employee can submit a written statement to be inserted in their file explaining their position, in compliance with the Illinois Personnel Record Review Act.

8.19 Employee Medical Records

Information obtained by the City regarding the medical or genetic condition or history of an applicant or employee will be collected on separate forms, kept in separate medical files, and be treated as a "confidential medical record."

8.20 Change of Employee Information

Employees must promptly notify Human Resources of any changes in relevant personal information, including residence address, residence telephone number, secondary employment, number and names of dependents, individuals to be contacted in the event of an emergency, changes in marital status, and changes in banking and direct deposit information. Failure to report changes in a timely manner may jeopardize benefits. Falsification of information may result in discipline, up to and including termination, even for a first offense.

8.21 Requests for Employment Verification

No City employee, other than the City Manager or their designee, is authorized to respond to requests for verification of employment status. All requests for employment verification must be in writing and must include a waiver signed by the employee about whom the information is sought.

As a general rule, the City's practice is only to confirm dates of employment, salary range, and positions held in response to a request for reference concerning a former employee. No City employee may provide an employment reference regarding any current or former City employee in either their City or personal capacity without the prior written approval of the City Manager.

8.22 Information Systems Policies and Guidelines (Computer / Internet / Email)

The purpose of this policy is to ensure the responsible and acceptable standards for the use of the City's electronic information systems, both internal and external, and to establish acceptable policies and procedures for the safety and security of electronic information systems and its users.

These information systems are defined as all electronic system technologies that process and/or store data, electronic messages, voice messages, and other media. These systems include, but are not limited to, the City's computer network and its components, notebook computers, workstations, PC's, the e-mail system, Internet provider service, and the telephone and voice mail systems. The City's Information Systems are the exclusive property of the City and that any information or data generated or stored by the use of the Information Systems is the property of the City, even when created through the use of a personal password.

The City has developed the following policies to ensure the responsible and acceptable use of information technology resources. City employees must read, understand and abide by all provisions contained in this policy.

Questions related to these policies may be directed to the Chief Information Officer.

8.22.1 Use of City-Owned Computer Equipment/Software:

Use of any City-owned computer equipment (i.e., personal computers, system terminals, printers, or other peripherals), or any software, are for City business purposes only. The employee consents to the employer's monitoring of all data, documents, and electronic mail messages. The City reserves the right to monitor data, documents, and electronic mail (e-mail) messages at any time, with, or without notice to the employees. Employees may be disciplined up to discharge for improper use of City-owned equipment, or software.

8.22.2 Local Area Network Acceptable Use Policy:

The Local Area Network (LAN) is a vital component of the City's operation. The City depends on the network for file service, printing, and operation of vital programs related to accounting, water billing, licensing, and other important functions. Each employee of the City is required to adhere to the following policies in order to ensure the integrity of the LAN:

- All employees who have access to the LAN will be provided with a login name and will be required to use only their login name when signing on to the system. Employees are prohibited from sharing their logins or passwords with any unauthorized person. Employees are prohibited from creating secret passwords or any other type of locking system to prevent others from using a specific workstation or files. Exceptions to this rule will be granted by the Department Head and/or the Chief Information Officer.
- Computer user passwords must be changed on a schedule designated by the Chief Information Officer to promote the security of the network.
- Security of the network will be the responsibility of all employees of the City. All infractions of the procedures set forth, along with any other security violations, must be reported to the Chief Information Officer.

- The Chief Information Officer will be responsible for the repair, reconfiguration, modification, installation, and other needs of the network, including personal computers. For example, the installation of new software requires approval from the Chief Information Officer. All other employees of the City who utilize a computer, unless authorized, are prohibited from performing these actions (actions include installing screen savers, shareware, etc.). Requests for service must be made to the Chief Information Officer on service request forms. If a problem occurs during non-business hours, it will be evaluated for seriousness by the supervisor on duty. If it requires immediate attention, the Chief Information Officer should be contacted by the supervisor on duty.
- Any employee must report all computer virus outbreaks immediately to the Chief Information Officer.
- Users of the LAN (all employees with a computer) are prohibited from copying, installing, or using any software or data files that violate applicable copyrights or license agreements. For example, if your department buys a single copy of a graphics program, you may not install it on multiple computers. The Department Heads are ultimately responsible for any infractions of this policy.
- No person may access, delete, or copy files in a directory other than their personal or department directory without permission from the employee who created/maintains the directory.
- The computer network, including all its applications and all data entered, created, received, stored, or transmitted on it, is the property of the City. All data created, entered, received, stored, or transmitted through City technology resources, including but not limited to E-mail and the Internet, are City property. Users have no expectation of privacy in connection with the use of City technology resources, including the creation, entry, receipt, storage, or transmission of data.
- Data transmitted or received using the City's technology resources or stored on the network may satisfy the definition of "public record" subject to potential disclosure under the Illinois Freedom of Information Act. The Illinois Freedom of Information Act defines public record as "all records, reports, forms, writings, letters, memoranda, books, papers, maps, photographs, microfilms, cards, tapes, recordings, electronic data processing records, recorded information and all other documentary materials, regardless of physical form or characteristics, having been prepared, or having been or being used, received, possessed, or under the control of any public body".

8.22.3 Installation of Software on City-Owned Equipment:

All software installed on any City-owned computer system may be done by the City's consultant or authorized agent. All software must be scanned for viruses prior to installation on either the City's computer networks, or any City-owned computer equipment.

8.22.4 Electronic Mail (E-Mail) Policy:

The City operates and maintains an e-mail system to communicate between employees, and between employees and the outside world through the Internet. The following actions are strictly prohibited:

- The posting of any communication the City deems inappropriate for a professional setting, including, but not limited to: material containing references of a sexually explicit or implicit nature, profane or vulgar language, language of a racist nature or derogatory to persons based on any Protected Category. (Employees should also refer to the Anti-Harassment / Anti-Discrimination Policy).
- The posting of any communication that may be interpreted as a personal attack upon an individual's group or character.
- Opening or downloading E-mail attachments received from unknown senders because of the potential to spread an unknown virus.
- Use of E-mail for personal commercial activities.
- E-mailing internal documents or information to non-City employees, which would normally require a Freedom of Information Act Request and/or documents, which are exempt from disclosure.
- Intentionally intercepting, reading, altering, or receiving another person's E-mail without authorization from the City Manager.

All E-mail (including personal E-mail) is the property of the City and subject to disclosure. The City reserves the right, with the City Manager's approval, to monitor all messages at any time, with or without notice to employees. The use of a system logon or password should not convey any expectations of privacy to the employee. The expectation of no privacy extends to the creation, entry, receipt, storage, or transmission of data, including data that is deleted. In many instances a deleted file is not erased from a computer's memory. The users should be aware that the action of deleting data, documents, or e-mail messages does not mean that the data, document, or e-mail message has been eliminated from the system. As long as information is available in the memory of a computer or system, it may be discovered in litigation and may create liabilities for the City, and the City may have legitimate interest in monitoring deleted files.

To maintain the security of the system, each user is required to log out of the system if they are not in physical control of the computer and know they will be away from the computer. If a user fails to observe the logout procedure, other non-authorized users may have access to messages stored in the mailbox or have the ability to send E-mail. Users will be held responsible for E-mail sent using their account.

Employees may be disciplined up to discharge for improper use of the e-mail system by using any form of derogatory language on the system.

8.22.5 Internet Policy

Overview: The Internet is a useful research and communication resource which is provided to municipal employees for uses related to municipal business. Access to the Internet provides e- mail capabilities for contacting outside resources and access to databases for research and informational purposes. This policy is intended to prevent the misuse of Internet access, specifically as it pertains to the following unacceptable practices.

- Improperly downloading files that contain viruses which may contaminate City information systems and databases.
- Accessing objectionable or improper material.
- Use of work time to access non-work-related information, to “surf” the Internet, or to send/receive Instant Messages (IMs).
- Misrepresenting an individual's opinion as City policy.

Each individual user is responsible for the appropriate use of this resource as described in the Employee Internet Policy found below. Each department is responsible for ensuring that each user is familiar with the contents of this policy.

Statement of Purpose: To ensure that use of the Internet among employees of the City is consistent with municipal policies, all applicable laws, the individual user's job responsibilities, and to establish basic guidelines for appropriate use of the Internet.

Policy: Employee Internet access must be authorized by appropriate supervisory personnel in each City department. Access to the Internet via City equipment can only be used for the following purposes:

- To accomplish job responsibilities more effectively.
- For professional development.
- Personal research on a de minimis basis. Personal Internet usage is not to interfere with work and must not violate the restrictions set forth in this policy.

All use of the Internet via City equipment must follow all applicable laws and policies, federal, state, and local laws, in addition to City policies. Internet access via City equipment, therefore, must not be used for illegal, improper, or illicit purposes.

- Users may not use City equipment to attempt any unauthorized use, nor interfere with other users' legitimate use, of any internal or external computer.
- Users must not create, install, or knowingly distribute a computer virus of any kind on any City computer, regardless of whether any demonstrable harm results.

Use of the Internet by City employees must be consistent with the City personnel rules and regulations regarding employee conduct and ethical standards as described in the Employee Policy Manual.

The Internet may not be used for any of the following:

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- To access materials where the topic is sex, sexual conduct, sexually graphic images or similar subject matter or access to materials in which the topic is related to the practice, purpose, dissemination or degradation of persons based on any Protected Category. (Employees should also refer to the Anti- Harassment / Anti-Discrimination Policy). Police Officers conducting Internet Crimes investigations may access this material in the course of their duties, but only from the approved workstation within the guidelines of the Police Department Policy.
- For access that is not in compliance with Federal or State laws, local ordinances, and/or City administrative and personnel policies.
- Downloading of files without the permission of your Department Head or Chief Information Officer (in the Department Head's absence). Once permission is obtained, no files may be downloaded to the network, but must be downloaded to the user's personal computer hard drive.
- Hacking, which is unauthorized access to other computers.
- Access to sites for which there is a fee without obtaining authorization from a Department Head.
- Access to personal chat rooms. Personal chat rooms are strictly prohibited; their usage does not lend to the minimum usage standards set forth within this policy. Access to professional association chat rooms may be accessed with permission from the Department Head.

The safety and security of the City's computer system and resources must be considered at all times when using the internet. Users must not share any password for any City computer or with any unauthorized person, nor obtain any other user's password by any unauthorized means. Individual users are responsible for adhering to this policy when downloading resources from the Internet.

A wide variety of information is available on the Internet. Some individuals may find some information on the Internet offensive or otherwise objectionable. Individual users should be aware that the City has no control over and cannot therefore not be responsible for the content of information available on the Internet.

Individual users must be aware of, and at all times attempt to prevent potential City liability in their use of the Internet.

No one may copy, install, or use any software or data files in violation of applicable copyrights or license agreements.

No person without specific authorization may read, alter, or delete any other person's computer files or e-mail. This applies regardless of whether the computer's operating system permits these acts.

The Internet must be treated as a formal communications tool like telephone, radio, and video communications. Therefore, each individual user is responsible for complying with this and all other relevant policies when using the City's resources for accessing the Internet. Use of these same resources in violation of this policy or applicable department policies is grounds for disciplinary action as defined in the City's Employee Manual.

Employee use of the Internet, including non-work hour use, will be monitored without the employee's knowledge to identify noncompliance. There should be no expectation of the right of privacy, including in material that is downloaded from the Internet and stored on the user's personal computer hard drive.

If an employee should inadvertently access a non-permitted web site, the Department Head and the Chief Information Officer must be notified immediately.

To maintain the security of the system, each employee is required to lock their system when leaving the workstation or not in physical control of the computer for short periods of time. When leaving the workstation at the end of the workday, employees should log out of their systems. Users will be held responsible for Internet activity conducted from their account.

8.23 Personal Social Media

The City understands that the personal use of social media can be an enjoyable and rewarding way to share your life and opinions with family, friends and coworkers. However, use of social media also presents certain risks and carries with it certain responsibilities. To assist you in making responsible decisions about your use of social media, and how it might impact the workplace, we have established these guidelines for appropriate use of social media.

8.23.1 General Guidelines

In the rapidly expanding world of electronic communication, social media can mean many things, and includes all means of communicating or posting information or content of any sort on the Internet, including any personal social networking site, blog, bulletin City Council, chat room or any other Internet-based forum.

Before creating online content, consider some of the risks and rewards that are involved. Keep in mind that any of your conduct that adversely affects your job performance, the performance of fellow employees or otherwise adversely affects the ability of the City to appropriately serve its residents may result in disciplinary action, up to and including termination.

8.23.2 Application of City Employment Policies and Rules to Personal Activities Online

The same rules found in this Employee Manual apply to your activities online. Carefully read these guidelines paying specific attention to the City's Computer Policies contained in **Section 8.22** and the City's Anti-Harassment/Anti-Discrimination Policy contained in **Section 2.5** of this Manual. You should ensure any and all social media postings are consistent with these City policies and all applicable laws. Inappropriate postings that may include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action, up to and including termination.

8.23.3 Use of Social Media at Work

Refrain from using social media while on work time or on City equipment, unless it is work-related as authorized by your supervisor.

Do not use City email addresses to register on social networks, blogs or other online tools utilized for personal use.

8.23.4 Treatment of Others Online

Always be fair and courteous to fellow employees or other persons you come into contact with in the workplace when posting online. Note that you are more likely to resolve work-related complaints by speaking directly with your co-workers, by contacting the appropriate supervisor, or following the proper channels to address issues within the workplace, as provided for in this Manual than by posting complaints to a social media outlet.

In terms of posting comments online, avoid content which could reasonably be viewed as malicious, obscene, threatening or intimidating, or that might constitute harassment, discrimination or bullying.

Examples of prohibited conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of any Protected Category.

Conduct which would not be permissible in the workplace is not permissible between coworkers online, even if afterhours or via personal electronic communication devices.

8.23.5 Posting Work-Related Information Online

The same rules and regulations regarding release of confidential information in the workplace apply to personal postings online.

When posting online on a personal social media site or other Internet forum not related to your official job duties, express only your personal opinions and do not represent yourself as a spokesperson for the City.

If the City is a subject of the content you are creating, be clear that your views do not represent those of City. For example, a disclaimer may be used such as "The postings on this site are my own and do not necessarily reflect the views of the City."

8.24 Use of Generative Artificial Intelligence (AI)

Purpose: The purpose of this policy is to set forth requirements and guidance that the City of Rolling Meadows users must adhere to when acquiring and using solutions that meet the definition of generative artificial intelligence (AI). While AI is a broad and deep topic, this policy is currently concerned with solutions that use a specific type of AI called generative AI. Examples include ChatGPT, Gemini or Otter.ai and image/text generating applications.

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This policy also acknowledges that the boundaries of such solutions can be complex to define, and the nature of the technology is changing at a high rate. In the event of uncertainty in how any part of this policy applies, staff should first seek guidance from the IT Department.

Acceptable Uses of Generative AI: Generative AI offers a wide range of applications, with new capabilities emerging frequently. The following examples provide guidance for appropriate staff use:

Content Creation (as a starting point; final product must be human-authored)

- Letters
- Emails
- Project documentation
- Speaker notes
- Presentation slides
- Social media posts
- Requests for Proposals (RFPs) and similar documents
- Web content
- Reports
- Procedures
- Policies
- Job descriptions
- Press releases

Other Acceptable Uses

- Summarizing or querying an existing document by copying it into a generative AI tool.
- Suggesting writing improvements.
- Learning about and exploring topics.
- Analyzing different types of data.
- Generating ideas.
- Conducting research.

Requirements for Using Generative AI: All generative AI use for City of Rolling Meadows purposes must follow these requirements:

- **Authorized Accounts Only** – All tools must be accessed using an account explicitly designated for City use. Personal accounts are prohibited for work-related activities.
- **Public Records Compliance** – All use is subject to applicable public records requests and must adhere to City data retention requirements.
- **Public Disclosure Standards** – Only input content suitable for public disclosure may be provided to AI tools.
- **Human Accountability** – Staff are fully responsible for the content generated and its consequences. Accountability cannot be deferred to the AI system.
- **Fact Verification** – All AI-generated content must be reviewed for factual accuracy. Staff must mitigate risks of "AI hallucinations" (false or nonsensical outputs).

- Attribution – Generated content, including images, must be attributed when published.
- Usage Logging – All AI use should be logged for potential future reference.

Where Usage of Generative AI is Not Acceptable: AI technology should not be used in the following situations:

- Using AI to create or disseminate harassing or otherwise inappropriate content.
- Decision-Making with Legal or Ethical Consequences – AI cannot be the sole decision-maker in matters affecting individuals' rights, employment status, legal proceedings, or disciplinary actions.
- HR and Employment Decisions – In accordance with 775 ILCS and 5/2-101, 5/2-102, (e.g., the AI in Hiring Act), AI cannot be used to sort through resumes or make employment decisions. This law mandates human intervention to ensure fairness, transparency, and compliance with anti-discrimination policies in hiring processes.
- Impersonation & Misinformation – AI must not be used to impersonate individuals, generate deepfakes, or spread misleading information that could harm individuals or public trust.

Procurement of Generative AI Solutions:

- Procurement must follow existing City's hardware and software purchasing policies.
- Risk and impact assessments may extend procurement timelines.
- This policy applies to all solution formats, including free-to-use, freemium, open-source, SaaS, and other platforms.
- Procurement approval is not required if the identical solution has been previously and formally approved.
- The City may restrict or revoke AI tool use at any time if it is deemed to pose a compliance or legal risk.

CHAPTER 9:WORKPLACE SAFETY

9.1 Employee Safety

The City will make every reasonable effort to provide a safe and healthy work environment, including approved working equipment, proper protective equipment and sufficient employee training and instruction.

Employees must immediately report any unsafe conditions to the appropriate supervisor. Examples of situations that must be immediately reported include any problems or defects with equipment or missing equipment. Employees will not be retaliated against for promptly reporting injuries or unsafe conditions.

Each employee is required, as a condition of employment, to obey rules and to develop and exercise safe work habits in all work activities, to prevent injuries to themselves, their fellow employees and to conserve City property and equipment. For example:

- Employees must keep their workspaces neat, clean, and organized, without debris that would block emergency exits or create a tripping hazard.
- Employees should know the location of all safety and emergency equipment as well as safety contact phone numbers.
- Employees should be familiar with the use and operation of all safety and emergency equipment, or should request assistance or training in their use and operation. The City provides training for employees who will encounter specialized risks on the job.

Employees who create deliberate or ongoing safety violations or who create safety hazards to employees or the public may be subject to discipline.

9.2 Work Place Illness or Injury

9.2.1 Procedure

Employees who are injured or become ill while performing their duties for the City must make an immediate report of the injury or illness to their immediate supervisor. **Every injury, including those not requiring medical attention, must be reported in writing** to the Department Head by the injured employee as soon as possible but in no event later than 24 hours of the injury. The Department Head is responsible for the completion and submission of a Form 45 no later than the end of the supervisor's or Department Head's work shift after the occurrence of the injury.

9.2.2 Immediate Medical Care

If an employee is injured and requires immediate medical care, the employee must go immediately to a physician or medical facility designated by the City for treatment. In the event that the employee requires to be transported to a medical facility by ambulance, the immediate supervisor will accompany the employee. In instances where transport by ambulance is not necessary, the immediate supervisor will transport the employee to the physician or medical facility and will remain with the employee until they are released or other arrangements are made to care for the employee.

9.2.3 Transitional (Light) Duty

The City supports the return of injured employees to the workplace as soon as medically appropriate, even where an employee is not yet able to perform the full extent of their regular duties due to their workplace injury. Accordingly, each Department Head will seek to provide injured employees under their supervision with *transitional duty* assignments, including both *modified duty* and *alternate duty* assignments, that are compatible with the employee's medical restrictions resulting from workplace injury.

The City will first attempt to provide *modified duty* by temporarily modifying the employee's regular job duties to reasonably accommodate their current medical abilities and restrictions.

If the employee's regular job cannot be sufficiently modified to accommodate these abilities and restrictions, the employee may be offered a compatible *alternate duty* assignment instead. The alternate duty assignment may be to a vacant position or to a temporary position created for the assignment, but will not affect the employee's rate of pay or benefits. The City's preference is that alternate duty assignments be made within an injured employee's home department; however, employees may be assigned to alternate duty in any City department. Employees should be migrated from alternate duty assignments to modified duty assignments as soon as it is medically appropriate to do so.

Most transitional duty assignments last less than 90 days until an employee is cleared to return to full duty. However, employees may remain in transitional duty assignments as long as the employee is under temporary medical restrictions yet can perform productive work. Employees may be removed from assignments if appropriate work is not available or if the employee cannot satisfactorily perform the work assigned.

An employee who has reached maximum medical improvement is no longer subject to this policy and will be evaluated for permanent accommodations of the employee's disability.

The employee's Department Head is responsible for identifying and proactively offering an appropriate transitional duty assignment; for ensuring that employees comply with any medical restrictions; and with evaluating the employee's ability to perform their transitional duty assignment.

This policy will be interpreted and applied consistent with all of the City's obligations under the Family and Medical Leave Act, the Americans with Disabilities Act and all other applicable laws.

Nothing herein shall be construed to require the City to create a transitional duty assignment for an employee. Employees will only be assigned transitional duty assignments when the City Manager determines that the need exists, and only as long as such need exists.

9.2.4 Return to Work

If the employee is released for duty after medical attention for regular or light duty, and light duty is available as determined by the City, the employee must obtain from the attending physician a certification that the employee can return to work. This certification should be completed on a work status report. Employees must release all medical information relative to the injury to the City or its authorized agents, and a claim may be denied if a release is refused. In addition, the employee is responsible for securing the necessary documentation to justify worker's compensation payments.

9.3 Reporting of Vehicular Accidents and Injuries

An employee who is involved in an accident while driving a City vehicle or their private vehicle while performing job duties must follow the procedure prescribed by law and immediately report the accident to their immediate supervisor and complete a written accident report, filed within 24 hours of the accident. If any accident or damage involves private property, the Police Department should also be notified immediately. Any employee involved in an at-fault accident while operating a City vehicle or personal vehicle while performing job duties is subject to an immediate drug and/or alcohol screening.

Supervisors or Department Heads must inform the City Manager or their designee of all accidents or injuries no later than the end of the supervisor's or Department Head's work shift after the occurrence of said accident or injury. In addition, the supervisor or Department Head must complete and submit all applicable reports to the City Manager or their designee as soon as practicable but in no case later than 24 hours after any accident or injury. If a City employee is injured, the supervisor or Department Head is responsible for the completion and submission of a report as soon as practicable but in no case later than the end of the supervisor's or Department Head's work shift after the occurrence of the injury.

9.4 Fitness for Duty Examinations

Employees must be physically and mentally fit to perform their jobs in a safe manner at all times when they are performing duties for the City. If there is a question concerning an employee's fitness for duty at any time during and employee's tenure of employment or fitness to return to duty following a layoff or leave of absence, the City may require, at its expense, that the employee have a physical examination and/or psychological examination by a qualified and licensed physician and/or psychologist selected by the City.

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An employee may be found as currently unfit for duty when observations of the employee's behavior suggest that:

- The employee's ability to perform essential job functions may be impaired by a medical condition.
- The employee's behavior poses a significant risk of substantial harm to the safety of the employee, their coworkers, or the public.

Employees who do not appear fit for duty may, in the City's discretion, be: asked for an explanation, relieved of certain duties, assigned to different duties, assigned to a light or reduced duty assignment, sent home, or asked to cooperate with a medical examination.

Employees who do not cooperate with the City's required medical exam may be subject to discipline, up to and including termination of employment.

All medical information will be kept confidential by Human Resources and will be disclosed to Department Heads and/or supervisors only on a need-to-know basis. When a Department Head or supervisor is provided medical information about an employee, the Department Head or supervisor also will keep the information confidential.

CHAPTER 10: CONDUCT AND DISCIPLINE

10.1 Workplace Conduct / Prohibited Actions

Your adherence to certain rules and regulations governing employee behavior is necessary for the efficient operation of the City and for the benefit and safety of City residents and employees. Conduct that interferes with operations, discredits the City, is offensive to others, or is not in the best interests of the City will not be tolerated and may result in disciplinary action, up to and including termination, even for the first offense. Examples of conduct for which you may be subjected to disciplinary action, up to and including immediate termination, are listed below.

- Criminal misconduct, whether on or off duty. These issues will be addressed on a case-by-case basis considering job related factors such as the nature of the employee's duties, the type of offense involved, and the date the sentence was completed.
- Theft or any act of dishonesty, whether on or off duty.
- Driving a City vehicle under the influence of drugs or alcohol.
- Failing to abide by any City policy set forth in this Manual.
- Failing to abide by other City workplace, safety, and health policies and practices.
- Failing to follow a directive or request by any supervisor.
- Concealing or knowingly failing to report violations of City policy.
- Falsifying an employment application, timesheet, or any other City record.
- Negligence or improper conduct leading to damage of City property.
- Gambling on City property.
- Possessing a weapon on City property or during working hours.
- Possession, use, or distribution of alcohol or drugs on City property or during working hours.
- Possession or use of illegal substances at any time, whether on or off City property.
- Reporting to work or working under the influence of alcohol or drugs.
- Threatening, intimidating, cursing or otherwise interfering with another employee.
- Sexually or otherwise harassing another employee or member of the public.
- Discriminating against another employee or member of the public on the basis of a Protected Category.
- Being in unauthorized areas of City facilities.
- Theft or unauthorized possession, use or removal of property belonging to the City or another employee, regardless of value.

- Insubordination, incompetence, negligence, inefficiency, failure or refusal to perform assigned duties.
- Damage or negligence in the care, operation and/or handling of City property.
- Unsatisfactory work performance, whether or not deliberate.
- Work performance in an unsafe manner.
- Failing to report an accident or unsafe condition.
- Not working during working time or engaging in personal business during working time (i.e. excluding breaks) without permission from a supervisor.
- Unauthorized use of telephones, computers, mail system, or other City equipment.
- Unsatisfactory attendance and punctuality, unexcused absences, leaving early, or failing to give required notice of absence or lateness.
- Claiming sick or other leave under false pretenses.
- Overstaying scheduled rest or lunch periods or taking excessive breaks.
- Sleeping on the job (except during sleeping time for employees on a 24-hour shift).
- Leaving the job without permission.
- Refusing to work a reasonable amount of overtime when reasonably necessary.
- Failing to maintain satisfactory or proper standards of dress, grooming, and cleanliness.
- Use of foul or inappropriate language toward any employee or the public.

This list does not include all conduct for which an employee may be disciplined and/or terminated. Incidents requiring discipline will be handled on a case-by-case basis.

10.2 Disciplinary Action

As in any organization, a code of conduct is necessary for the establishment and maintenance of an effective, productive and respectful work environment. All City employees must adhere to the generally accepted rules and standards of business and personal conduct that are necessary for the effective operation of the City's offices and productive delivery of service to the population served.

Discipline is intended to improve employee performance, or to correct unacceptable employee behavior. Discipline may include talking and counseling with an employee and special training of an employee in their job. Discipline may also include imposing a penalty for breaking rules or for actions that are detrimental and/or disruptive to the effective discharge of City functions.

In most cases, disciplinary action will ordinarily be of a progressive nature. Discipline will generally consider the seriousness of the offense; the repetitive nature of the offense; and the employee's prior work and disciplinary record. Repeated violations of the same rule, violations of more than one rule in a single act, violations of different rules at different times, and aggravating circumstances, may be examples for accelerated or compound disciplinary action. **Moreover, certain offenses may result in immediate dismissal, even for a first offense.** This policy in no way modifies the at-will status of City employees, nor does it limit or affect the City's ability to bypass any disciplinary step discussed below.

Disciplinary action may involve any one or more of the following in appropriate cases:

- A. **Reprimand.** The reprimand is usually issued, orally or in writing, when an employee's performance or conduct does not meet acceptable minimum standards. Generally, criteria for improvement of performance will be detailed and time limits set for accomplishment of acceptable performance.
- B. **Transfer.** An employee may be involuntarily transferred where the employee's performance in their assigned position is below the acceptable minimum and where the supervisor determines that the employee's particular skills might be better utilized in a different position. No reduction in grade or regular base salary will occur when a transfer is made, but future increases may be delayed or curtailed for an indefinite period of time.
- C. **Suspension.** Any action on the part of the employee which is in violation of the orders of their supervisor or contrary to Departmental or City rules, but not serious enough to warrant dismissal, may be suspended without pay. This power is exercisable by the City Manager. Alternatively, when an employee has acted or is alleged to have acted in a manner which would be cause for dismissal, the employee may be suspended while charges are investigated. In most cases, when an employee is suspended pending the completion of a trial or investigation and is subsequently exonerated, the employee will be reinstated without loss of pay or benefits.
- D. **Demotion.** Demotions for disciplinary reasons may be necessary in situations where an employee's work and/or behavior is unsatisfactory, but does not merit dismissal provided that the City has an available position to which the employee may be demoted. Demoted employees may be retained and assigned less responsible work, and must serve a 12-month probationary period in the new position in accordance with the probationary conditions stated in this Manual.
- E. **Termination.** The City Manager may terminate any employee. The notice of termination will be in writing and will state the specific charges and reasons for dismissal. Prior to termination, an employee will be offered a pre-disciplinary hearing at which time the employee will be able to present any evidence in defense of the charges.

10.3 Limited Appeal of Disciplinary Action

Non-Represented Employees may appeal a disciplinary action taken by a supervisor or Department Head using the following procedure:

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1. An employee may appeal an action taken by their supervisor. Appeals must be filed as a written statement with the Department Head within three working days after being notified of the disciplinary action. The written statement must indicate the action which is being appealed and the reason(s) the action is being appealed.
2. The Department Head is responsible for making inquiry into the facts and circumstances of the appeal and providing the employee with a written decision within three working days after receipt of the statement. A copy of this decision is to be given to the City Manager.
3. If the employee is not satisfied with the decision of the Department Head, the employee may appeal the decision to the City Manager in writing, within three working days.
4. The City Manager will consider the information provided and may, at the Manager's sole discretion, conduct an informal meeting with the employee and other involved individuals.
5. The City Manager will render in writing their findings and decision within ten working days after receiving the appeal, or otherwise extended with the consent of the employee. Copies of the findings and decision will be provided to the employee, the Department Head and Human Resources. The City Manager's decision is final.

CHAPTER 11: SEPARATION AND EXIT

11.1 Resignation Notice

The term “resignation” refers to the voluntary separation of employment on the part of the employee for any reason, including retirement. In the event of resignation, the City employees should provide written notice to their Department Head between 30 and 15 days prior to the resignation date to allow the City sufficient time for training and any operational changes that may result from the employee’s resignation. Once accepted, a notice of voluntary resignation is irrevocable.

11.2 Retirement Notice Incentive

Employees who retire from the City often have accumulated special skills and institutional knowledge. In order to best facilitate their transition to retirement for both the employee and the City, employees who provide at least six months advance notice of their intended retirement date will receive an automatic one-time bonus payment of \$500 in their last paycheck. Employees who provide less than six, but at least three months advance notice will receive an automatic one-time bonus payment of \$250 in their last paycheck.

11.3 Lay-Off / Release

Should the City be unable to continue the employment of a person in their current position because of funding, the re-organization of the City or other reasons and the City is unable to offer some other mutually satisfactory assignment, the employee may be released.

Notification of release will be given to the employee in writing by the City Manager or their designee at least two weeks in advance of separation. This does not apply to circumstances where employees are released for cause.

11.4 Abandonment of Position

When an employee is absent from work three days or longer without communicating the cause for the absence to the Department Head, this will be construed as job abandonment and that the employee has resigned their employment position. In this event the Department Head will send notice to the employee by regular mail at the employee’s address shown on the City’s payroll records. This notice will advise the employee that the employee has been deemed to have resigned from their employment position with the City.

11.5 Return of City Property

An employee, leaving City employment, whether through resignation, lay-off, or dismissal, must return any City property that they may have in their possession. Failure to return all City property may result in criminal prosecution.

11.6 Exit Interview

An exit interview will be conducted with each employee upon termination of employment to discuss the reasons their termination of employment and/or any suggestions or concerns the employee may have had with regard to their employment and the management of the City, Section, Unit, Department, etc. Exit interviews will not be offered to employees who are terminated as a disciplinary action.

This exit interview will be scheduled with Human Resources. All paperwork will be processed and any City property in the employee's possession must be returned at that time.

11.7 Final Pay

The final compensation for any employee will be paid on the next regular pay period following the effective date of said employee's termination. Final compensation will be paid by direct deposit or, if an employee does not participate in direct deposit, a final paycheck will be forwarded to the employee by U.S. Mail at their current address.

When an employee quits, is discharged, or is laid off for an expected duration of 7 days or more, the employee may be entitled to unemployment insurance. The Illinois Department of Employment Security (IDES) administers the unemployment insurance program for the State of Illinois. You are directed to refer to the IDES website at <https://ides.illinois.gov/unemployment/resources/benefits-rights.html>.

CHAPTER 12: FORM OF EMPLOYEE ACKNOWLEDGEMENT

*(A copy of this acknowledgement will be retained
by the City and placed in your personnel file).*

I acknowledge having received a copy of the City of Rolling Meadows Employee Manual and having been given an opportunity to read its contents before signing this Acknowledgement.

I understand that, as a condition of my employment, it is my responsibility to know and follow these policies. I understand that certain policies and procedures will change over the course of my employment with the City at the discretion of the City Council and that these changes will be communicated to me. I also understand that, if I am subject to a collective bargaining agreement or a written employment contract, these terms will supersede the terms of this Manual when in conflict.

I understand that the City of Rolling Meadows Employee Manual does not constitute or create an employment contract of any kind and contains no enforceable promises.

I also understand that this Manual does not create an assurance of continued employment.

By signing below, I acknowledge, understand, accept and agree to comply with all the policies and procedures contained in this Manual.

Signature

Printed Name

Date

APPENDIX A – IDENTITY PROTECTION POLICY

This policy is adopted pursuant to the Identity Protection Act (5 ILCS 179/1 *et seq.*) to protect social security numbers from unauthorized disclosure.

PROHIBITED ACTS.

No City employee may do any of the following:

- (1) Publicly post or publicly display or otherwise intentionally communicate or otherwise intentionally make available to the general public in any manner an individual's social security number.
- (2) Print an individual's social security number on any card required for the individual to access products or services provided by the City.
- (3) Require an individual to transmit their social security number over the Internet, unless the connection is secure or the social security number is encrypted.
- (4) Print an individual's social security number on any materials that are mailed to the individual, through the U.S. Postal Service, any private mail service, electronic mail, or any similar method of delivery, unless state or federal law requires the social security number to be on the document to be mailed. Notwithstanding any provision in this section to the contrary, social security numbers may be included in applications and forms sent by mail, including, but not limited to, any material mailed in connection with the administration of the Unemployment Insurance Act, any material mailed in connection with any tax administered by the Illinois Department of Revenue, and documents sent as part of an application or enrollment process or to establish, amend, or terminate an account, contract, or policy or to confirm the accuracy of the social security number. A social security number that may permissibly be mailed under this section may not be printed, in whole or in part, on a postcard or other mailer that does not require an envelope or be visible on an envelope without the envelope's having been opened.
- (5) Collect, use, or disclose a social security number from an individual, unless:
 - (i) required to do so under state or federal law, rules, or regulations, or the collection, use, or disclosure of the social security number is otherwise necessary for the performance of that agency's duties and responsibilities;
 - (ii) the need and purpose for the social security number is documented before collection of the social security number; and
 - (iii) the social security number collected is relevant to the documented need and purpose.
- (6) Require an individual to use their social security number to access an Internet website.

- (7) Use the social security number for any purpose other than the purpose for which it was collected.
- (8) Encode or embed a social security number in or on a card or document, including, but not limited to, using a bar code, chip, magnetic strip, RFID technology, or other technology, in place of removing the social security number as required by this policy.

EXCLUSIONS FROM PROHIBITIONS. The above-listed prohibitions do not apply in the following circumstances:

- (1) The disclosure of social security numbers to agents, employees, contractors, or subcontractors of a governmental entity or disclosure by a governmental entity to another governmental entity or its agents, employees, contractors, or subcontractors if disclosure is necessary in order for the entity to perform its duties and responsibilities; and, if disclosing to a contractor or subcontractor, prior to disclosure, the governmental entity must first receive from the contractor or subcontractor a copy of the contractor's or subcontractor's policy that sets forth how the requirements imposed under the Identity Protection Act on a governmental entity to protect an individual's social security number will be achieved.
- (2) The disclosure of social security numbers pursuant to a court order, warrant, or subpoena.
- (3) The collection, use, or disclosure of social security numbers in order to ensure the safety of: state and local government employees; persons committed to correctional facilities, local jails, and other law enforcement facilities or retention centers; wards of the State; and all persons working in or visiting a state or local government agency facility.
- (4) The collection, use, or disclosure of social security numbers for internal verification or administrative purposes.
- (5) The disclosure of social security numbers by a state agency to any entity for the collection of delinquent child support or of any state debt or to a governmental agency to assist with an investigation or the prevention of fraud.
- (6) The collection or use of social security numbers to investigate or prevent fraud, to conduct background checks, to collect a debt, to obtain a credit report from a consumer reporting agency under the federal Fair Credit Reporting Act, to undertake any permissible purpose that is enumerated under the federal Gramm Leach Bliley Act, or to locate a missing person, a lost relative, or a person who is due a benefit, such as a pension benefit or an unclaimed property benefit.

FREEDOM OF INFORMATION ACT REQUESTS. Consistent with the Illinois Freedom of Information Act, City employees must redact social security numbers from information or documents being supplied to the public pursuant to a Freedom of Information Act request before allowing the public inspection or copying of the information or documents.

APPLICABILITY.

This policy does not apply to the collection, use, or disclosure of a social security number as required by state or federal law, rule, or regulation.

This policy does not apply to documents that are recorded with a county recorder or required to be open to the public under any state or federal law, rule, or regulation, applicable case law, Supreme Court Rule, or the Constitution of the State of Illinois.

If a federal law takes effect requiring any federal agency to establish a national unique patient health identifier program, any City employee that complies with the federal law will be in compliance with this policy.

IDENTITY PROTECTION PROCEDURES.

All City employees having access to social security numbers in the course of performing their duties will be trained to protect the confidentiality of social security numbers. The training will include instructions on the proper handling of information that contains social security numbers from the time of collection through the destruction of the information.

Only City employees who must use or handle information or documents that contain social security numbers will have access to these information or documents.

Social security numbers requested from an individual will be provided in a manner that makes the social security number easily redacted if required to be released as part of a public records request.

When collecting a social security number, or upon request by the individual, a statement of the purpose or purposes for which the City is collecting and using the social security number will be provided to the individual.

DISTRIBUTION OF POLICY.

Each current City employee will be provided a copy of this policy. Each employee hereinafter hired by the City will be provided and will acknowledge receipt of a copy of this policy upon commencing their employment. A copy of this policy will be made available to any member of the public, upon request. If the City amends this policy, the City will file a written copy of the amended policy with the City Council, will also advise all City employees of the existence of the amended policy and make a copy of the amended policy available to each of its employees. The acknowledged copy of this policy will be filed and maintained in each City employee's personnel file.

APPENDIX B – LEAVE ACCRUALS FOR OPT-OUT EMPLOYEES

B.1 Introduction; Rules for All Accrued Paid Leave

These policies are provided in an Appendix because most City employees, and all new City employees after the effective date of this Manual, will not utilize this paid leave plan.

Appendix B summarizes the City’s leave policies applicable to full-time, non-represented employees who opted-out of the City’s Unlimited PTO plan prior to January 1, 2025 (“*Eligible Employee*”). See *Section 5.2* for more information about when and how an employee became an Eligible Employee. For Eligible Employees, where there is a conflict between Appendix B and any other section of this Manual, the applicable provisions of Appendix B control.

The following rules apply to all types of leave in Appendix B unless otherwise provided:

- A. Leave is accrued at the end of each pay period, based on dividing the annual number of hours earned equally across 26 pay periods.
- B. Leave may only be used once it is accrued. Negative balances are not permitted.
- C. Leave is debited on the date it is actually used (and not the date when future leave is approved or scheduled).
- D. Leave balances will be maintained in the City’s payroll system. A statement of leave balances accrued will be provided to each employee at each pay period.
- E. Leave is provided on a “use it or lose it” basis. Any leave accrued in excess of the listed maximum balance (limit) is automatically forfeit with no cash value paid. The City will not purchase accrued leave.
- F. Where a cash value (payout) is provided for a type of leave, the payout is determined based on the number of hours to be paid multiplied by the employee’s hourly rate of pay as of the time of payment. All payments are subject to federal and state income tax withholding.

B.2 Floating Holidays

Each Eligible Employee is afforded three floating holidays (24 hours) as of January 1 annually. The maximum balance for floating holidays is 24 hours; accordingly, hours that are not used during the year are surrendered. Floating holidays are not considered holidays for any purpose in this Manual. Floating holidays have no cash value and are not paid at separation. The use of floating holidays is subject to the provisions of *Section 5.1.A* (concerning planned leave).

B.3 Vacation Leave

B.3.1 Accrual, Limits, and Usage

Each Eligible Employee is subject to the following annual accrual rates and limits, based on their date of hire with the City and their time in service. The use of vacation leave is subject to the provisions of *Section 5.1.A* (concerning planned leave).

“Tier 1A” – Hired On or Before January 1, 1996		
Service Time	Annual Hours Earned	Maximum Balance
25+ Years (240+ Months)	240	480
“Tier 1B” – Hired Between January 2, 1996 and November 2, 2010 (Inclusive)		
Service Time	Annual Hours Earned	Maximum Balance
<10 Years (<120 Months)	120	240
11-15 Years (120-179 Months)	160	320
15+ Years (180+ Months)	200	400
“Tier 2” – Hired On or After November 3, 2010		
Service Time	Annual Hours Earned	Maximum Balance
<6 Years (<72 Months)	80	160
6-15 Years (72-191 Months)	120	240
16-24 Years (192-299 Months)	160	320
25+ Years (300+ Months)	200	400

B.3.2 Value at Separation

An Eligible Employee who separates from the City will receive the cash value of any accrued and unused vacation time in their final pay check.

For employees who are separating for retirement, an employee may choose to direct some or all of the cash value after tax to pre-pay future health insurance coverage from the City. Coverage will be pre-paid a specific number of months based on the premium value applicable at the time of the employee’s retirement. If the employee passes away with pre-paid premiums remaining, the employee’s spouse and dependents may continue to participate in the plan, or may request a cash settlement based on the value of the premiums at the time of purchase and the balance remaining in the account.

B.4 Sick Leave

B.4.1 Accrual, Limits, and Usage

Each Eligible Employee is subject to the following annual accrual rates and limits for sick leave, based on their date of hire with the City and their time in service. The use of sick leave is subject to the provisions of *Section 5.1.C* (concerning sick leave).

Date of Hire	Annual Hours Earned	Maximum Balance
Tier 1: On or Before November 2, 2010	96	1,400
Exception: "Tier 1" employees who worked during their City career on a 24-hour shift (sworn fire)	96	1,800
Tier 2: After November 2, 2010	96	180

B.4.2 Tier 1 Sick Leave Value – During Employment

For Eligible Employees hired on or before November 2, 2010, the following provisions may provide the employee with value for sick hours accrued on an ongoing basis during their employment:

- A. **Minimum Eligibility:** The following programs are available only to employees who have accumulated at least the following number of sick hours based on their classification. No program under this Section may reduce the number of sick hours below these minimum thresholds.

Employee Classification	Eligibility Threshold
Employees who worked during their City career on a 24-hour shift (sworn fire)	1,080 hours
All other employees	720 hours

- B. **Automatic RHS / PHEP Conversions:** For employees who meet the eligibility threshold, each year, on the employee's anniversary date, the City will automatically debit 50% of the sick days the employee accumulated and did not use during the preceding anniversary year and contribute their cash value to the employee's RHS / PHEP account (*Section 7.2*). If necessary, the number of hours debited will be reduced to maintain a leave balance equal to the employee's eligibility threshold.

C. **Optional Cash Conversions:** For employees who meet the eligibility threshold, each calendar year, the employee may request to receive the cash value of up to 50% of the sick days the employee accumulated and did not use during the previous calendar year. The number of hours requested may not exceed the number of hours the employee has in excess of the eligibility threshold.

B.4.3 Tier 1 Sick Leave Value – At Separation

For Eligible Employees hired on or before November 2, 2010, sick leave has no cash value and is surrendered upon separation except as follows:

- A. **Eligibility:** To be eligible for the following programs, the employee must be separating from employment with the City in good standing and, at the time of separation, meet at least one of the following sets of criteria:
- i. Have 20 years of service with the City.
 - ii. Have both: (1) eight years of service; and (2) be over 55 years of age.
 - iii. Have suffered a permanent disability that both: (1) leaves the employee unable to perform their current full-time duties; and (2) qualifies for a duty-related disability pension.

B. **Cash Payment:** Sick time will first be debited and converted to its cash value up to the following thresholds based on their classification.

The employee may choose to direct some or all of the cash value after tax to pre-pay future health insurance coverage from the City. Coverage will be pre-paid a specific number of months based on the premium value applicable at the time of the employee's retirement. If the employee passes away with pre-paid premiums remaining, the employee's spouse and dependents may continue to participate in the plan, or may request a cash settlement based on the value of the premiums at the time of purchase and the balance remaining in the account.

Employee Classification	Maximum Cash Threshold
Employees who worked during their career on a 24-hour shift (sworn fire)	720 hours
All other employees	480 hours

C. **RHS / PHEP Contribution:** Any remaining leave after the cash payment provided above will be debited, converted to its cash value, and contributed to the employee's RHS or PHEP account.

B.4.4 Tier 2 Sick Leave Value

Sick leave has no cash value for Eligible Employees hired after November 2, 2010. All sick leave is surrendered upon separation. The employee, if eligible, may receive service time credits from their pension system for their unused sick time at retirement. (Eligibility and rules for these programs is determined by the employee's pension system, and not by the City.)

B.5 Compensatory Time and Overtime

B.5.1 Compensatory Time for Directors and Assistant/Deputy Directors

For Eligible Employees who hold the titles of "director," "chief," "assistant director," "deputy director," "deputy chief," or similar, the employee's salary reflects that working hours beyond a 40-hour workweek is necessary to fulfill the position's duties and responsibilities. However, these employees may earn compensatory time on an hour-for-hour basis (one hour worked is compensated with one hour of compensatory time) for overtime hours worked (see **Section 4.6** for rules of calculation), but only for both: (1) hours worked under one of the following two circumstances; and (2) in the case of employees who are not Department Heads, with the prior authorization of a Department Head:

- A. Supervision is needed to ensure the proper management of subordinate personnel on either a call-back, extended shift, or fill-in for another supervisor on another shift; or
- B. A special management assignment requiring significant extra hours of work beyond that normally associated with the supervisory position.

B.5.2 Compensatory Time and Overtime for All Other Employees

For all Eligible Employees not included in **Section B.5.1**, regardless of their position's FLSA Exempt or Non-Exempt status, time will be paid on an hourly basis and overtime hours may be earned as provided in **Section 4.6**. For overtime hours worked, the employee may choose to receive overtime pay (**Section 4.6**) or compensatory time in lieu of overtime. One overtime hour worked will be compensated with 1.5 hours of compensatory time.

B.5.3 Use of Compensatory Time

The use of compensatory time is subject to the provisions of **Section 5.1.B** (concerning planned leave), except that the use of compensatory time will only be denied where use on the date requested would unduly disrupt the City's operations.

B.5.4 Accrual Limits

Employees may not accumulate more than the following maximum balances of compensatory time. Any earnings above the maximum balance will be paid out as overtime (**Section 4.6**) to FLSA Non-Exempt (e.g. overtime eligible) employees, or surrendered for FLSA Exempt employees.

Employee Classification	Maximum Balance
Police & Fire (non-clerical)	480 hours
All other employees	240 hours

B.5.5 Cash Value

At any time, employees may request that a distribution of some or all of their compensatory time be paid at its cash value. All compensatory time will be paid at its cash value upon separation.

COUNCIL ACTION SUMMARY – January 27, 2026

Agenda Location: Consent Resolutions

- F)** Waive Mechanical Permit Fees for the Rolling Meadows Park District (3939 Winnetka Avenue)

Attachments:

- Draft Resolution
- Application for Reduction of Permit Fees

Background & Summary: You are being asked to approve a waiver of mechanical permit fees for the Rolling Meadows Park District. The Park District has applied for one permit for which a fee waiver is being requested.

The permit is for the replacement of a dehumidification unit at the West Meadows Ice Arena located at 3939 Winnetka Avenue and is subject to estimated permit fees in the amount of \$16,171 including a \$170 plan examination fee from the City's outside (third party) plan reviewer.

The Municipal Code allows staff to administratively approve fee waivers up to a maximum value of \$2,000. As the requested fee waiver exceeds \$2,000, the City Council has the sole authority for consideration and approval of the waiver. If approved, the attached resolution would grant a fee waiver for this permit. The Rolling Meadows Park District would remain responsible for any and all third-party costs that may be incurred by the City, including the plan examination fee.

Previous Council Action: None.

Recommendation: To approve the Resolution as presented.

**A RESOLUTION WAIVING BUILDING PERMIT FEES
FOR THE ROLLING MEADOWS PARK DISTRICT
(3939 Winnetka Avenue)**

WHEREAS, Paragraph VI, 27 of Appendix B of the City of Rolling Meadows Code of Ordinances, entitled “Schedule of Rates, Fees, Fines and Penalties”, authorizes City Council to waive permit fees in excess of \$2,000, excluding pass-through costs, direct costs, utility connections costs, zoning or development fees for any governmental body; and

WHEREAS, the Rolling Meadows Park District (“*District*”) is a governmental entity and serves residents of the City; and

WHEREAS, the District has applied for a mechanical permit to replace the existing dehumidification unit at the West Meadows Ice Arena at 3939 Winnetka Ave (“*Project*”), which permit is expected to incur City permit fees in the estimated amount of \$16,001; and

WHEREAS, the District has submitted a request that the City waive its permit fees in connection with the Project; and

WHEREAS, the City Council has determined that it is in the best interests of the City to grant a fee waiver to the District for the Project as set forth herein.

NOW THEREFORE, be it resolved by the City Council of the City of Rolling Meadows, Illinois, as follows:

Section 1: The facts and statements contained in the preambles to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

Section 2: The Corporate Authorities hereby authorize the waiver of the City’s building permit fees for the Project. This waiver shall not apply to, and District shall remain liable for, the reimbursement of third-party expenses incurred by the City in the course of administering the Project.

Section 3: This Resolution shall be in full force and effect upon its passage and approval in accordance with law.

PASSED AND APPROVED by the City Council of Rolling Meadows, Cook County, Illinois this 27th day of January, 2026.

AYES:

NAYS:

ABSENT:

Lara Sanoica, Mayor

ATTEST:

Judith Brose, Deputy City Clerk

CITY OF ROLLING MEADOWS
COMMUNITY DEVELOPMENT DEPARTMENT
3600 KIRCHOFF ROAD
ROLLING MEADOWS, IL 60008
(847) 506-6030

APPLICATION FOR REDUCTION OF PERMIT FEES

Governmental Entity Not-For-Profit

Organization Name: Rolling Meadows Park District

Address: 3000 Central Road

Contact Person: Brian McKenna

Telephone: 847 344 4761

Project Description: Replacement of an existing dehumidification unit on the top of West Meadows ice Arena

Not-for-profit organization to attach one of the following:

1. Copy of corporate charter as a not-for-profit corporation from the Illinois Secretary of State's Office and Certificate of Good Standing issued by the Secretary of State's office.
2. Internal Revenue Service tax exemption letter pursuant to Section 501(c)(3) or 501(c)(6) of the Internal Revenue Code.

As a duly authorized representative of the aforementioned organization, I hereby request waiver of all eligible and applicable permit fees in connection with the stated project. I have read and understand the terms and conditions for such waiver and the organization agrees to abide by said terms and conditions.

Signed: Brian McKenna

Date: 1/14/2026

Print: Brian McKenna

Approved

Denied

Forward to City Council

Comments: _____

Community Development Director

Date

Permit #

COUNCIL ACTION SUMMARY – January 27, 2026

Agenda Location: Consent Resolutions

- G)** Approve an Umbrella License Agreement with Delta Communications, LLC d/b/a Clearwave Fiber for Fiberoptic Cable Installation

Attachments:

- Draft Resolution
- License Agreement – Signed by Clearwave Fiber

Background & Summary: Delta Communications, LLC dba Clearwave Fiber desires to install, operate and maintain underground fiber optic telecommunications cables within the City's rights-of-way, which the Umbrella License Agreement will allow them to do. Section 253 of the Telecommunications Act of 1996 (47 U.S.C. 253) provides that the City may not prohibit or have the effect or prohibiting the ability of any entity to provide any interstate or intrastate telecommunications service. Further, the Illinois Telephone Company Act (220 ILCS 65/4) authorizes telecommunications carriers, such as Clearwave, to construct, maintain, alter and extend its facilities along, upon, under and across any highway, street, alley, or public right-of-way dedicated to utility purposes, so long as it does not inconvenience or disturb the public in the use thereof.

State law provides the City with exclusive authority to work in its right-of-ways, and the Umbrella License Agreement governs the terms by which Clearwave will be able to install their fiber optic cables in the City right-of-ways. It is Clearwave's intent to "overbuild" the City, which means that Clearwave will be looking to install its fiber optic cables throughout the entirety of the City. The City makes no representations concerning Clearwave's authority to perform work in private public utility easements. Upon completion of Clearwave's overbuild project, Clearwave should be in a position to provide high-speed internet services to City residents with access to Clearwave' fiberoptic cable system, which will lead to increased competition in the number of fiberoptic internet services available to City residents.

Previous Council Action: None.

Recommendation: To approve the Resolution as presented.

RESOLUTION NO. 26-R-10

A RESOLUTION AUTHORIZING EXECUTION OF AN UMBRELLA LICENSE AGREEMENT BETWEEN THE CITY OF ROLLING MEADOWS AND DELTA COMMUNICATIONS LLC dba CLEARWAVE FIBER

WHEREAS, Article VII, entitled “Construction of Utility Facility in the Rights-of-Way”, of the City Code establishes policies and procedures for constructing facilities on rights-of-way within the City's jurisdiction, which will provide public benefit consistent with the preservation of the integrity, safe usage, and visual qualities of the city rights-of-way and the city as a whole; and

WHEREAS, Section 82-386(d) of the City Code sets forth provisions for the City to enter into a license agreement in order to allow for the privilege of a utility locating their facilities on, over, above, along, upon, under, across, or within the city rights-of-way; and

WHEREAS, Delta Communications, LLC dba Clearwave Fiber, desires to construct fiber optic cables within the City right-of-ways in order to provide high-speed internet services to City residents; and

WHEREAS, the form and substance of a certain Umbrella License Agreement (the "Agreement"), between the City of Rolling Meadows (the "City") and Delta Communications, LLC dba Clearwave Fiber (the “Licensee”), for use of City rights-of-way for the installation, operation and maintenance of telecommunication facilities, as set forth in the form of the Agreement is attached to this Resolution; and

WHEREAS, the City Manager and City Clerk are hereby authorized and directed to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution; and

WHEREAS, the proper officials, agents and employees of the City are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the City in accordance with the provisions of the Agreement; and

NOW THEREFORE, be it resolved by the City Council of the City of Rolling Meadows, Illinois, as follows:

Section 1: The facts and statements contained in the preambles to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

Section 2: That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

Section 3: This Resolution shall be in full force and effect upon its passage and approval in accordance with law.

PASSED AND APPROVED by the City Council of Rolling Meadows, Cook County, Illinois this 27th day of January, 2026.

AYES:

NAYS:

ABSENT:

ATTEST:

Lara Sanoica, Mayor

Judith Brose, Deputy City Clerk

UMBRELLA LICENSE AGREEMENT

THIS UMBRELLA LICENSE AGREEMENT ("**Agreement**") is entered into by and between the City of Rolling Meadows, an Illinois home rule municipal corporation ("**City**"), and Delta Communications, LLC dba Clearwave Fiber, an Illinois Limited Liability Company ("**Licensee**"), for the use of City's rights-of-way by Licensee for the installation, operation and maintenance of telecommunications facilities.

WHEREAS, the City is the exclusive owner of certain public rights-of-way ("**ROW**"), and has approved official standards for the construction of facilities on the public rights-of-way; and

WHEREAS, the City, pursuant to Article VII, Section 6(a) of the Illinois Constitution of 1970 and applicable statutes, is authorized to grant, renew, and revoke licenses for the use of the public rights-of-way for the installation, operation, and maintenance of telecommunications facilities within its municipal boundaries; and

WHEREAS, Licensee intends to construct, install, operate, and maintain telecommunications facilities in and/or upon the City's public rights-of-way, which may include facilities to provide fiber-to-the-home internet services for the City's residents, businesses, and institutions; and

WHEREAS, the City desires to allow Licensee to utilize the ROW for such purposes, subject to the provisions of this Agreement; and

WHEREAS, the Corporate Authorities of the City have determined that the establishment of an Umbrella License Agreement with Licensee for Licensee's telecommunications use of public ways will properly facilitate and manage the deployment of telecommunications facilities without requiring Licensee to receive the City Council's approval for each site-specific permit it proposes to undertake; and

WHEREAS, Licensee is authorized and empowered to enter into this Agreement and to perform the covenants and promises herein made and undertaken.

NOW, THEREFORE, in consideration of the above stated recitals and the mutual covenants and promises hereinafter contained, the Licensee and the City agree as follows:

ARTICLE I: THE LICENSE

1. **Recitals.** The above recitals are hereby incorporated into this Agreement as if fully set forth in this Section.
2. **Grant of Non-Exclusive License.**
 - A. License Generally. For and in consideration of the mutual covenants herein, and subject to the City Code of Ordinances ("**City Code**") and all

***Umbrella License Agreement
City of Rolling Meadows, Illinois***

applicable laws, statutes, codes, ordinances, resolutions, regulations, and policies of any federal, state, or local government or governmental agency with jurisdiction over Licensee's operations, each as may be amended from time to time (collectively, the "**Requirements of Law**") and the terms of this Agreement, the City grants a non-exclusive revocable license ("**License**") to Licensee for the use of the ROW to install, operate and maintain telecommunications equipment ("**Facilities**").

- B. Title Condition of ROW.
- i. As-Is Condition; No Warranty by City. It is understood and agreed that the City makes no representations, warranties or assurances with respect to the following: the condition of the title or boundaries of the ROW; the condition of the underground duct or conduit; other utilities or facilities in the ROW; any other improvements or soils located on the ROW; or the suitability of the ROW for Licensee's intended use. Licensee assumes all risks associated with the placement, operation and maintenance of the Facilities within the ROW and suitability of the ROW for its Facilities. Licensee accepts the ROW in an "**AS IS, WHERE IS**" **CONDITION**, including any environmental conditions, and accordingly, the City shall not be held liable for any damages or liabilities resulting from any actions that arise because of any adverse claims concerning the title, boundaries or condition of the ROW.
 - ii. No Encumbrances by Licensee. Licensee shall not place or allow any liens, mortgages, security interests, pledges, claims of others, equitable interests, or other encumbrances to attach to or to be filed against title to the ROW.
- C. No Property Interest; Subordinate Use. The License granted by this Agreement shall not convey any right, title or interest (including leasehold interest) in the ROW, but shall be deemed to be a license only to use and occupy the ROW for the limited purposes stated herein. In the event of default by Licensee, the City shall not be obligated to bring a forcible entry and detainer action to terminate Licensee's rights hereunder. The rights granted to Licensee by the City are and shall be at all times subordinate to the City's right to ingress and egress and use of the public ROW.
- D. Non-Exclusive License. This Agreement and the License granted by this Agreement shall not be exclusive and do not, explicitly or implicitly, preclude the issuance of other licenses to operate telecommunications facilities within the City's municipal boundaries.
- E. Licensee's Use of Other Entity ROW. If Licensee intends to use the public right of way of any other governmental entity for installation of its Facilities,

***Umbrella License Agreement
City of Rolling Meadows, Illinois***

it shall be Licensee's responsibility obtain all other required permits or agreements from such entity regarding such use.

3. **Term.** The term of this Agreement shall be for a period of ten (10) years, beginning on the date it is approved by the City Council ("**Effective Date**") and ending ten (10) years thereafter ("**Initial Term**"). This Agreement shall automatically renew for successive five (5) year terms provided that Licensee is in compliance with the requirements of the City's code and terms and conditions herein ("**Renewal Terms**"). This Agreement may be terminated by either party at the end of the Initial Term or then current Renewal Term by providing ninety (90) days' advanced notice of termination to the other party.
4. **Fees and Taxes.**
 - A. **Initial Fee.** Licensee shall pay an initial fee of TEN THOUSAND DOLLARS AND 00/100 CENTS (\$10,000.00) upon execution of this Agreement ("**Initial License Fee**").
 - B. **Option A - SMTT.** Thereafter, for so long as (a) the City imposes a Simplified Municipal Telecommunications Tax pursuant to Article IX of Chapter 82 of the City Code (or any successor tax) in the amount of 6%, or the maximum rate otherwise allowable by applicable law, as may be amended from time to time ("**SMTT**"), and (b) Licensee collects and remits said tax to the City, no additional recurring annual fees or other amounts shall be due to the City for the use and occupancy of the ROW. On no less than a quarterly basis, Licensee shall submit in writing a confirmation of the amount of the SMTT remitted to the State of Illinois for the preceding quarter. Such remittance shall be provided to the City's Finance Department via USPS or electronic mail and it shall include the Licensee's name, the contact information for the person or department responsible on behalf of Licensee for answering any questions related to the remittance, period of remittance and amount remitted.
 - C. **Option B – Annual Fee.** If at any time the SMTT is no longer imposed by the City or remitted by Licensee, unless otherwise prohibited by law, Licensee shall pay an annual fee ("**Annual Fee**") as follows: The Annual Fee shall be FIVE THOUSAND DOLLARS AND 00/100 CENTS (\$5,000.00) as of the Effective Date and shall automatically increase by three percent (3%) on each anniversary of the Effective Date, compounding annually. This annual escalation continues throughout the term regardless of whether the Annual Fee or SMTT is in effect during any given period. Annual Fee payments are due on or before each anniversary of the Effective Date during any period when the Annual Fee applies. Late payments shall include a ten percent (10%) late fee. For any partial year during which there is a transition between the SMTT and Annual Fee payment methods, the Annual Fee shall be prorated using the escalated

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Annual Fee amount in effect on the date of transition. Such prorated payment or refund is due within thirty (30) days of the transition.

- D. Permit Fees & Reimbursement Required. In addition to the Initial License Fee, and, as applicable the SMTT or the Annual Fee, Licensee shall also be required to pay any applicable permit fees for each permit applied for and/or issued. Licensee shall reimburse the City for any actual, reasonable third-party costs incurred for engineering review, inspections, or restoration oversight.
- E. Taxes. Nothing contained in this Agreement shall be construed to exempt Licensee from any fee, tax, property tax levy or assessment, which is or may be hereinafter lawfully imposed on it relative to its use of the ROW or its operation of the Facilities, including, without limitation, the SMTT.

ARTICLE II: FACILITY CONSTRUCTION AND OPERATIONS

5. Permit Requirements for Facilities.

- A. Generally. As a condition precedent to its right to access, use or attach any of its Facilities, Licensee shall, prior to occupying any area, submit a site-specific permit application for each location, including all siting, design, construction methodology, manufacturer's specifications, and structural engineering reports as necessary, and receive from the Director of Public Works or their designee a site-specific permit for each location.
- B. Incorporation of Terms. All terms and conditions contained in this Agreement shall be incorporated into each individual permit obtained for each location in addition to any other permit-specific conditions.
- C. Denial, Suspension, or Revocation of Permits. Unless otherwise provided by law, the City may deny approval of any permit application if it determines that the available space within the ROW is inadequate to accommodate the Licensee's Facilities. In addition, and without limiting any other rights under the ROW Regulations, the City may suspend or revoke any permit issued under this Agreement if the Licensee fails to complete or perform work required under any other permit issued by the City.
- D. Permit Size. All of Licensee's permit applications will be limited to 5,000 linear feet of installation or as otherwise determined to be reasonable by the Director of Public Works or their designee.
- E. Proof of Authority to Locate. In the event of a dispute with the owner of private property or other utilities, upon request, evidence of Licensee's rights to occupy or utilize private property or utilities' facilities shall be provided to the City. Further, if Licensee proposes to install its Facilities on a non-City owned utility pole in the ROW, Licensee, upon request, shall

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submit evidence of its authority to occupy the existing pole as part of its site-specific permit application.

- F. Non-ROW Locations. Notwithstanding the foregoing, permit applications submitted to the City by Licensee may identify locations that are outside of the ROW, thus being outside the scope of this Agreement and the City's authority to permit work in such locations ("**Non-ROW Locations**"). Non-ROW Locations may include, but are not limited to, public utility easements located on private property and rights-of-way under the jurisdiction of another governmental entity. By issuing a permit in connection with a permit application that discloses the installation of Licensee's facilities in Non-ROW Locations, the City specifically disclaims any and all warranties and representations related to Licensee's authority to enter or install facilities in such Non-ROW Locations. Further, any permit issued by the City in connection with a permit application submitted by Licensee that identifies Licensee's installation of facilities in Non-ROW Locations shall not be considered or construed to be a City grant of permission or authority to Licensee to access such Non-ROW Locations or otherwise grant Licensee authority to install its facilities in such Non-ROW Locations. It is Licensee's sole responsibility to identify and obtain permission from the owners of all Non-ROW Locations to enter such Non-ROW Locations, and the City shall have no duty or obligation to provide said Non-ROW Location owners any information or opinions concerning Licensee's ability to enter upon Non-ROW Locations. In accordance with the provisions of this Agreement, Licensee agrees to indemnify, defend and hold the City harmless from any and all claims related to Licensee's anticipated or actual entrance to Non-ROW Locations, damage to Non-ROW Locations, installation of facilities in Non-ROW Locations, or otherwise in connection with Non-ROW Locations.

6. Location of Facilities.

- A. Generally. The location of the Facilities shall be as approved by the City's Director of Public Works or his or her designee.
- B. As-Built Submissions. Licensee shall provide the City with an accurate map and digital GIS data "as built" certifying the proposed locations of the Facilities within the ROW each time it submits a permit application. Within thirty (30) days of completion of work under any permit, Licensee shall provide an updated map and GIS data "as built" reflecting actual installed locations. GIS data shall be provided in a format compatible with the City's GIS system (currently ESRI ArcGIS shapefile or geodatabase format), shall use State Plane Coordinates (Illinois East Zone, NAD 83), and shall include facility depth, material specifications, installation date, and unique facility identifiers. All location data shall be accurate to within twelve (12) inches horizontally and six (6) inches vertically.

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- C. Relocation of Non-Compliant Facilities. Licensee shall relocate, at its sole cost and expense, any part of its Facilities that is not located in compliance with the permit requirements.
- D. No Interference. Unless otherwise stated on a permit issued by the City, Licensee shall not locate the Facilities so as to unreasonably interfere with the use of the ROW by the City, by any utility, by the general public or by other persons authorized to use or be present in or upon the ROW.

7. Use of ROW.

- A. Generally. In its use of the ROW and any work to be performed thereon, Licensee shall comply with all Requirements of Law including, without limitation: Chapter 82 of the City Code ("Right-Of-Way Management"), Chapter 114 of the City Code ("Vegetation"), and the City's published Engineering Details and Standards, each as may be amended from time to time (collectively, the "**City ROW Regulations**"). Licensee may seek variances or exceptions to the City's ROW Regulations on a case-by case basis from the City's Director of Public Works or their designee.
- B. Non-Interference. The Licensee, in the performance of an exercise of any of its authorizations and obligations under this Agreement shall not obstruct or interfere in any manner with the ROW, existing utility easements, private rights of way, sanitary sewers, sewer laterals, water mains, storm drains, gas mains, poles, aerial and other existing telecommunications facilities without the express written approval of the City or the other owners, including franchisees, of the affected property.
- C. Damage to ROW. Licensee shall use due care to ensure that no damage, beyond reasonable wear and tear, is caused to the ROW. The City reserves the right to enter upon and repair any or all damage to the areas surrounding the licensed premises, and if such damage is caused by Licensee, then the actual, reasonable and documented cost of such repair shall be the responsibility of the Licensee.
- D. Unauthorized Use Prohibited. Any unauthorized or impermissible use of the ROW shall be deemed to be a material breach of this Agreement.
- E. Site Management and Cleanup. All movement and storage of equipment and materials shall be confined to the area designated by the City as shown on the approved permit. All surplus excavated material shall be removed from the ROW and disposed of in accordance with any applicable laws or regulations. All tree stumps, and other debris resulting from construction operations shall be removed from the ROW. The ROW shall not be used for the burning of refuse, the accumulation or storage of debris or other material, or for any unsanitary or unhealthful purposes.

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F. Environmental. Licensee shall not trim or cut any trees or shrubs, alter or impede water flowage, apply chemicals or disturb the topography of the ROW in any manner without prior written approval of the City. Licensee will take all reasonable steps to assure that Licensee will not release any regulated material in violation of any Federal or State environmental law on the ROW. Licensee, at its sole cost and expense, shall remediate, remove, clean up or abate in accordance with Federal or State law, or the directives of the appropriate oversight agency, a release of a regulated material in violation of a Federal or State law occurring on the ROW, to the extent such a release was caused by Licensee. In the event of a release of a regulated material on the ROW by Licensee in violation of a Requirement of Law, or any claim or cause of action brought against the City regarding such release, the indemnification provided for in Section 18 shall apply.

8. Installation, Operation and Maintenance of the Facilities.

A. Generally. The installation, operation and maintenance of the Facilities shall comply with all Requirements of Law. All work must be performed in a good and workmanlike manner. Licensee is solely responsible for and must keep the Facilities safe and in proper working condition.

B. Underground Installation Required. Licensee shall use and occupy the ROW to install, operate and maintain the Facilities, which shall be limited to underground conduit and fiber optic telecommunications cable where existing similar utilities are underground, provided however, Licensee shall have the option of installing aerial fiber optic telecommunications cable where existing similar utilities are located aerially, and related equipment and facilities only. All components of Licensee's Facilities shall be underground except in areas where existing similar utilities are aerial.

C. Directional Boring Required. Licensee warrants that the installation of the Facilities will be performed by directional boring and not trenching. If directional boring is not possible for installation of the required Facilities, Licensee shall obtain the Public Works Director or their designees' permission to use an alternate method of installation. With the exception of any J.U.L.I.E. locates, Licensee shall not disturb any pavement for the installation, operation, maintenance or removal of its Facilities.

D. Public Notification Requirements Prior to Work.

i. Notice Required. Except in emergencies, Licensee shall provide written notice to residents or business owners whenever access to a property or utility service will be affected, including work in the right-of-way adjacent to the property or within an easement. Letters must be delivered at least 24 hours in advance of work, 48 hours in advance if work requires a lane closure or driveway obstruction,

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and supplemental notices are required if schedules change due to weather or other unforeseen circumstances. Licensee must postpone work if advance notice is not provided pursuant to this Section.

- ii. Form of Notice. Notices must be typed on standard 8.5-inch by 11-inch letterhead; include the name, address, and phone number of the person in charge; and be posted visibly on non-painted surfaces using painters' tape or equivalent, except distribution via mailbox is permitted if USPS regulations are followed.
- iii. Contents of Notice. Notices must specify: the start date and time of work, anticipated duration (not exceeding one week), instructions for resuming normal access, designated parking locations, confirmation that the City Police Department has authorized overnight parking (which shall be Licensee's responsibility to secure), door-to-door contact prior to work, Licensee's contact information for questions, and documentation of easement access rights if applicable.

- E. Public Safety & Traffic Control. Licensee or other person acting on its behalf, at its own cost and expense, shall use suitable barricades, flags, flagmen, lights, flares and other measures as required for the safety of all members of the general public and to prevent injury or damage to any person, vehicle or property by reason of any work in or affecting the ROW or other property. All traffic control shall conform to the latest edition of the Manual Uniform on Traffic Control Devices (MUTCD). If the City, in its reasonable discretion, determines that a particular use of the ROW by Licensee is, or will be, hazardous to the public or property, Licensee, upon written notice from the City, shall install commercially reasonable safety devices or make commercially reasonable modifications at Licensee's sole expense to render the ROW safe for, and compatible with, public use. In the event Licensee fails to install such safety devices or make required modifications within twenty-four (24) hours, or, if such modifications cannot be completed expeditiously to render the ROW safe for the public, the City may install such safety devices. In the event the City installs such safety devices, the Licensee agrees to pay the actual costs of such improvements upon written demand, or the City may terminate this Agreement, with all rights of Licensee hereunder being forfeited, and the Licensee waives all rights and claims of any kind against the City arising out of this Agreement and its termination.
- F. Emergency Maintenance. Notwithstanding any provisions to the contrary herein, in the event of an unexpected repair or emergency ("**Emergency Maintenance**"), Licensee may access the ROW and commence such Emergency Maintenance work as reasonably required under the

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circumstances, provided Licensee shall comply with the requirements for Emergency Maintenance set forth in the City ROW Regulations.

G. J.U.L.I.E. Marking of Underground Utilities.

- i. Use by Licensee. Prior to and during any installation or relocation of any underground cables or utility lines, Licensee shall contact J.U.L.I.E. to ascertain the presence and location of existing aboveground and underground facilities within the ROW to be occupied by Licensee's Facilities and install route markers in accordance with the Illinois Underground Facilities Damage Prevention Act (220 ILCS 50/1 *et seq.*). The City shall have no obligation to mark the location of Licensee's Facilities.
- ii. Participation by Licensee. Licensee shall participate in J.U.L.I.E. while this Agreement is in effect. Licensee acknowledges that such a system is designed to alert Licensee to planned work in the ROW so that Licensee can mark the location of its facilities to avoid damage. The City shall have no obligation to alert Licensee to proposed work by itself or others other than as a participating member of the J.U.L.I.E. system.

9. Restoration of ROW.

- A. Initial Restoration. Within ten (10) days after initial construction operations have been completed or after repair, relocation or removal of Facilities in a particular location, Licensee shall, at its sole cost and expense, grade and restore all areas disturbed by construction operations to a condition substantially similar to that which existed prior to the work. This time period may be extended by the City for good cause shown.
- B. Temporary Restoration. If weather or other conditions do not immediately permit the complete restoration required by this Section, Licensee shall temporarily restore any disturbed property. Such temporary restoration shall be at Licensee's sole cost and expense and Licensee shall promptly undertake and complete the required permanent restoration when the weather or other conditions permit such permanent restoration.
- C. Restoration Work Maintenance Period. For a period of twelve (12) months following any work in the ROW by Licensee or any person acting on Licensee's behalf, except for backfilling which shall be a five (5) year period, Licensee shall, at its sole expense, be responsible for all costs of restoring any disturbances or damage to the ROW or any other City property and for all repairs or damage to City property caused by Licensee, its officers, agents, employees, contractors, subcontractors, successors, and assigns, except to the extent any of the foregoing are caused by the negligence of the City. All such restoration shall be

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performed in accordance with the City ROW Regulations and to the reasonable satisfaction of the City. Disturbed grass areas shall be restored with sod or grass seed and mulch. Licensee shall coordinate with the City's Director of Public Works or their designee to determine which solution will be deployed on a case-by-case basis.

- D. Backfill and Backfill Maintenance Period. All open excavations necessary for the installation, repair, relocation, maintenance or removal of the Facilities shall be properly backfilled, and any asphalt pavement or PCC concrete pavement or sidewalk shall be replaced with like-kind and quality materials. The backfill settlement repair period shall be for five (5) years from the date of placing said backfill, during which time the affected areas shall be maintained by Licensee at its sole expense in a condition satisfactory to the City. Under hard surface areas, such as roadways, sidewalks and drives, trench backfill shall be compacted and certified by the City to comply with the City construction standards.
- E. City's Right to Restore at Licensee's Cost. In the event Licensee fails, in a timely manner, to restore any disturbances or make any and all repairs to the ROW or other City property as set forth above, the City may make or cause to be made such restoration or repairs and either demand payment from Licensee, who agrees to pay the actual and reasonable costs of such restoration or repairs upon written demand and receipt by Licensee of all invoices and documentation supporting the actual costs incurred by the City, or demand payment from the security posted by Licensee, which payment must be received by the City within thirty (30) days of demand and receipt by Licensee of all invoices and documentation supporting the actual costs incurred by the City.

10. Removal, Relocation, or Modifications of Utility Facilities.

- A. Required Relocation or Modification. Within sixty (60) days after receiving written notice from the City, Licensee shall, at its sole cost and expense, protect, support, temporarily or permanently disconnect, remove, relocate, change, or otherwise alter the position of any portion of its Facilities within the ROW when the City determines that such work is reasonably necessary for the construction, repair, maintenance, or installation of any City improvement, or for other City operations, in or upon the ROW. If the required work cannot reasonably be completed within the sixty (60) day period, and Licensee commences such work within that period and thereafter diligently prosecutes it to completion, the City may grant an extension of time, not to exceed an additional one hundred twenty (120) days. The City may assess to Licensee any reasonable costs incurred by the City in connection with an extension requested by, or otherwise necessitated by, Licensee.

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- B. No Feasible Alternative. In the event that relocation of any or all of the Facilities is required and the City and Licensee are unable to identify a feasible alternative to relocation within the sixty (60) day period, then the City may terminate this Agreement, without penalty or payment to Licensee, solely with respect to the portion of the ROW required by the City for the above reasons or other public purposes.
- C. Failure to Comply; Relocation by City. If Licensee fails to perform any relocation, removal, protection, support, modification, or other required work under this Section within the applicable time period, the City may perform the work or cause the work to be performed. Licensee shall reimburse the City for all reasonable, actual, and documented costs incurred by the City in performing such work. Payment shall be due within thirty (30) days after Licensee's receipt of an invoice and supporting documentation.
- D. No Compensation. Licensee acknowledges and agrees that no compensation, damages, or claim of any kind shall be due from the City to Licensee on account of any relocation, removal, modification, disconnection, protection, support, or alteration of the Facilities performed under this Section, whether performed by Licensee or by the City, except to the limited extent required by applicable law. Licensee expressly waives any such claims.
- E. Emergency Removal or Relocation of Facilities.
- i. The City retains the right and privilege to disconnect, cut, move or remove any part of Licensee's Facilities located within the ROW of the City, as the City may determine to be necessary, appropriate or useful in response to any public health or safety emergency.
 - ii. If circumstances permit, the City shall attempt to notify Licensee, if known, prior to cutting or removing any part of the Facilities and shall notify Licensee after cutting or removing any part of the Facilities.
 - iii. In the event Licensee is required to disconnect, relocate, remove, change or alter the position of part or all of its Facilities from ROW and fails to do so within the time required by the City, the City may make or cause to be made such disconnection, relocation, removal, change, or alteration, and Licensee shall be liable to the City for all costs regarding same. The City may either demand payment from Licensee, who agrees to pay the reasonable costs of such relocation or removal upon written demand and receipt by Licensee of all invoices and documentation supporting the actual costs incurred by the City, or demand payment from the security posted by Licensee, which payment must be received by the City within

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thirty (30) days of demand and receipt by Licensee of all invoices and documentation supporting the actual costs incurred by the City.

11. Unauthorized Facilities.

- A. A facility is unauthorized and subject to removal in the following circumstances:
- i. Upon expiration or termination of this Agreement or permit obtained by Licensee, unless otherwise permitted by applicable law;
 - ii. If the facility was constructed or installed without the prior grant of a license or permit;
 - iii. If the facility was constructed, installed or maintained in violation of this Agreement or the City ROW Regulations; or
 - iv. If the facility was constructed or installed at a location not permitted by any permit obtained by Licensee.
- B. Removal of Unauthorized Facilities. Within sixty (60) days following written notice from the City, Licensee shall, at its own expense, remove all or any part of any unauthorized facilities or appurtenances from the ROW, provided however, if such relocation, removal, change or alteration cannot be reasonably performed within the sixty (60) day period, if Licensee, within that period shall have commenced with due diligence to remove its facilities, shall be granted an extension by the City, not to exceed thirty (30) days, to complete such work.
- C. Liquidated Damages. Immediately if the Licensee installs its Facilities in a ROW without a permit for that location, or in other circumstances if unauthorized Facilities shall remain in the ROW beyond the time periods prescribed by this Section, the Licensee agrees to pay stipulated liquidated damages to the City in the sum of FIVE THOUSAND DOLLARS AND 00/100 CENTS (\$5,000.00) PER MONTH, it being understood and agreed between the City and Licensee that it would be difficult to quantify the damages sustained by the City and the public from violations of this Section. Payment shall be due on the first day of each calendar month regardless of the amount of time the Licensee's Facilities remain in the ROW during that month until removed or permitted. Payment shall not excuse noncompliance with this Agreement or authorize the presence of the Facilities in the specific site without a permit.
- D. No action or inaction by the City with respect to unauthorized use of any ROW shall be deemed to be a ratification of an unauthorized use.
- E. The provisions of this Section shall survive the termination of this Agreement.

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ARTICLE III: INSURANCE AND INDEMNIFICATION

12. **Indemnity & Hold Harmless.** To the fullest extent permitted by law, Licensee shall **INDEMNIFY, HOLD HARMLESS**, and at the election of the City **DEFEND** with counsel of the City's choice the City, its governing body members, officials, officers, employees and agents including independent contractors, consultants, and legal counsel (collectively, the "***Indemnified Parties***") from and against all third party injuries, deaths, losses, damages, claims, demands, suits, liabilities, judgments, costs and expenses, including reasonable attorneys' fees, which may arise out of, or result from, directly or indirectly, any negligent, careless or wrongful acts or omissions or from the reckless or willful misconduct of Licensee, its affiliates, officers, employees, agents, contractors or subcontractors in the installation, operation, relocation, repair, maintenance or removal of the Facilities or Licensee's use of the ROW, Licensee's potential or actual use of Non-ROW Locations, and in providing or offering service over the Facilities. Licensee shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against an Indemnified Party in any such action, Licensee shall, at its own expense, satisfy and discharge the same. This Agreement shall not be construed as requiring the Licensee to indemnify an Indemnified Party for its own negligence or willful misconduct. The indemnification required hereunder shall not be limited by the amount of the insurance to be maintained hereunder and shall survive termination of this Agreement. This indemnification shall not be construed to waive any defense or immunity available to an Indemnified Party.
13. **Waiver of City Liability.**
- A. The Indemnified Parties shall not be liable for and Licensee expressly waives all claims for any damage to or loss of Licensee's Facilities within the ROW as a result of or in connection with any public works, public improvements, construction, excavation, grading, filling or work of any kind in the ROW by or on behalf of the City, with the exception of any loss, cost or damage proximately caused by the City's willful misconduct.
- B. The Indemnified Parties shall not be liable to the Licensee or its customers for any interruption of service to the Licensee or interference with the Licensee's Facilities for any reason whatsoever.
14. **Minimum Insurance.** Licensee shall cause to be issued and maintained, each at its sole expense, the following minimum levels of insurance until the Facilities are removed from the ROW and the ROW have been properly restored as required herein:

Workers Compensation - Statutory limits.

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Employers Liability - One million dollars (\$1,000,000) per employee and One million dollars (\$1,000,000) each accident.

Commercial General Liability, including premises-operations, explosion, collapse, and underground hazard (commonly referred to as "X," "C," and "U" coverages) and products-completed operations coverage with limits not less than:

Five million dollars (\$5,000,000) for bodily injury or death to each person;

Five million dollars (\$5,000,000) for property damage resulting from any one accident.

Automobile Liability for all owned, hired and non-owned automobiles: One million dollars (\$1,000,000) each accident.

Professional Liability - Five million dollars (\$5,000,000).

If the Licensee is not providing such insurance to protect the contractors and subcontractors performing the work, then such contractors and subcontractors shall comply with this Section.

Prior to commencing work on the Facilities, Licensee shall furnish the City with the appropriate Certificates of Insurance and applicable policy endorsements. Licensee shall have the Commercial General Liability, Automobile Liability, and Umbrella/Excess Liability policies endorsed to add the Indemnified Parties as additionally insured. Such insurance shall be endorsed to provide that the insurance provided under each policy shall be Primary and Non-Contributory.

Commercial General Liability Insurance required under this Section shall be written on an occurrence form and shall include coverage for Products/Completed Operations, Personal Injury with Employment Exclusion (if any) deleted, Blanket XCU and Blanket Contractual Liability insurance applicable to defense and indemnity obligations. Commercial General Liability, Employers Liability and Automobile Liability Insurance may be arranged under single policies for full minimum limits required, or by a combination of underlying policies with the balance provided by Umbrella and/or Excess Liability policies. Workers' Compensation coverage shall include a waiver of subrogation against the Indemnified Parties.

All insurance provided pursuant to this Section shall be effected under valid and enforceable policies, issued by insurers legally able to conduct business with Licensee in the State of Illinois. (All insurance carriers shall be rated "A-" or better and of a class size "X" or higher by A.M. Best Company.)

All insurance policies shall contain a provision that coverages and limits afforded hereunder shall not be canceled, materially changed, non-renewed or restrictive

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modifications added, without thirty (30) days prior written notice to the City. Renewal certificates shall be provided to the City not less than five (5) days prior to the expiration date of any of the required policies.

All Certificates of Insurance shall be in a form acceptable to the City and shall provide satisfactory evidence of compliance with all insurance requirements. The City shall have the right to examine any policy required and evidenced on the Certificate of Insurance.

15. **Security Fund.** Prior to performing any work in the ROW, Licensee shall establish a security fund in the amount of TWENTY-FIVE THOUSAND DOLLARS AND 00/100 CENTS (\$25,000.00), which shall be provided to the City in the form, at the Licensee's election, of surety bond, cash or an unconditional letter of credit acceptable to the City ("**License Security**"). The License Security shall serve as security for those purposes set forth in the City ROW Regulations, including, without limitation: the installation of the Facilities in compliance with applicable plans, permits, technical codes and standards, the proper location of the Facilities as specified by the City, restoration of the ROW and other property affected by the construction or to satisfy any claims or damages. The City may draw on the License Security for the reasons set forth in the City ROW Regulations and require replenishment by Licensee in accordance with the City ROW Regulations. The License Security shall be in addition to any additional security required to be deposited with the City in connection with any permit in accordance with the City ROW Regulations, the City Code, or the City's ordinances.

ARTICLE IV: TERMINATION AND TRANSFER

16. **Termination.** The City may terminate this Agreement and the License granted herein for any of the following reasons:
- A. Licensee made fraudulent, false, misrepresenting, or materially incomplete statements in the permit application;
 - B. Licensee's failure to construct the Facilities substantially in accordance with the permit and approved plans;
 - C. Failure to provide the required traffic control and to respond to requests from the City to correct such deficiencies within a reasonable time frame;
 - D. Failure to cure a breach of this Agreement or noncompliance with the ROW Regulations or applicable Requirements of Law after receipt of written notice and a thirty (30) day cure period;
 - E. If Licensee ceases operations within the City or does not use the Facilities to provide telecommunications services within the City for six consecutive months without justification;

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- F. If Licensee becomes insolvent; files for bankruptcy; has an involuntary bankruptcy or insolvency petition filed against it; makes a general assignment for the benefit of creditors; has a trustee, receiver, or custodian appointed over its property; or admits in writing an inability to pay debts as they become due; or
- G. Licensee's physical presence or the presence of Licensee's Facilities on, over, above, along, upon, under, across, or within the ROW presents a direct or imminent threat to the public health, safety, or welfare;

Upon termination of this Agreement for any reason, Licensee shall, within thirty (30) days of written notice from City, remove its Facilities from all ROW and restore all ROW as required herein.

Licensee may terminate one or more of the Facilities locations pursuant to this Agreement by giving at least thirty (30) days written notice. Licensee will not be subject to any penalty or fee or be entitled to any refund for terminating such Facilities location prior to the end of the term of this Agreement.

17. **Transfer or Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the parties and their successors and assigns. During the term of this Agreement, Licensee acknowledges and agrees that it does not have the right or authority to transfer or assign this Agreement or any interest herein without the prior written consent of the City; provided, however that Licensee shall have the right, without the City's prior written consent, but with prior written notice to the City, to assign or otherwise transfer this Licensee Agreement to any successor entity or affiliate or subsidiary of Licensee, or to any entity into which Licensee may be merged or consolidated or which purchases all or substantially all of the assets of Licensee. Any such written consent required under this Section may not be unreasonably withheld. Any transferee or assignee must, at a minimum, show satisfactory evidence that it meets the insurance requirements and other terms, conditions, and provisions contained herein. In the event the License herein granted is terminated or the Licensee transfers title to the Facilities or vacates or ceases to use the Facilities, Licensee shall, nevertheless, remain liable to the City under the provisions hereof, until said Facilities herein authorized is removed, and the ROW is restored as herein required. Acceptance of payment from an entity or person other than Licensee shall not constitute a waiver of this provision.

ARTICLE V: ADMINISTRATIVE PROVISIONS

18. **Duty to Provide Information.** Within fifteen (15) days of a written request from the City, Licensee shall furnish any information requested that is reasonably related to this Agreement, the License granted hereunder, and any business activities related to the License or business operations of Licensee in the City. This obligation includes, without limitation, current GIS data, facility maps, and as-built documentation in both hard copy and digital format.

***Umbrella License Agreement
City of Rolling Meadows, Illinois***

19. **Video Programming.** Licensee shall notify the City if it intends on providing cable television content over the Facilities to subscribers within the City. If required by law, Licensee will enter into a cable franchise or an open video system franchise agreement with the City in the event Licensee does provide cable television content over its Facilities.
20. **City Reservation of Authority.** Nothing in this Agreement shall be construed as an abrogation by the City of any of its police powers to adopt and enforce generally applicable ordinances deemed necessary for the health, safety, and welfare of the public, and the Licensee shall comply with all generally applicable laws and ordinances enacted by the City pursuant to such police power. Nothing in this Agreement shall: (i) abrogate the right of the City to perform any public works or public improvements of any description; (ii) be construed as a waiver of any codes or ordinances of general applicability promulgated by the City; or (iii) be construed as a waiver or release of the rights of the City in and to the ROW.
21. **Notices.** All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered (1) personally, (2) by a reputable overnight courier, or by (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of: (a) actual receipt; (b) one business day after deposit with an overnight courier, as evidenced by a receipt of deposit; or (c) four business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each party shall have the right to change the address or the addressee, or both, for all future notices and communications to the other party, but no notice of a change of addressee or address shall be effective until actually received.

City:

Attn: City Manager
City of Rolling Meadows
3600 Kirchoff Road
Rolling Meadows, IL 60008

With a copy to:

Attn: Rolling Meadows City Attorney
Storino, Ramello & Durkin
9501 Technology Blvd Ste 4200
Rosemont, IL 60018

***Umbrella License Agreement
City of Rolling Meadows, Illinois***

Licensee:

Delta Communications LLC, d/b/a Clearwave Fiber
P.O. Box 808
Harrisburg, IL 62946

With a copy to:

Clearwave Fiber
P.O. Box 1229
Pooler, GA 31322
Attn: Legal Department
legal@clearwavefiber.com

22. General Provisions.

- A. Required Provisions. Every provision required by law to be inserted into this Agreement shall be deemed to be inserted herein.
- B. Conflicting Provisions. Unless otherwise provided in this Agreement either specifically or in context, in the event of a conflict between or among this Agreement and any plan, document, or Requirement of Law, the plan, document, or Requirement of Law that provides the greatest control and protection for the City, as determined by the City Manager, will control. All of the provisions set forth in this Agreement, and all referenced plans, documents, and Requirements of Law are to be interpreted so that the duties and requirements imposed by any one of them are cumulative among all of them, unless otherwise provided in this Agreement either specifically or in context.
- C. Authority to Execute. The City hereby warrants and represents to Licensee that the persons executing this Agreement on its behalf have been properly authorized to do so by its corporate authorities. The Licensee hereby warrants and represents to the City that the persons executing this Agreement on its behalf have the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement and that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken.
- D. Entire Agreement. This Agreement constitutes the entire agreement between the parties to this Agreement and supersedes all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.
- E. Amendments. This Agreement represents the entire agreement between the parties. No oral changes or modifications of this Agreement shall be

***Umbrella License Agreement
City of Rolling Meadows, Illinois***

permitted or allowed. Changes or modifications to this Agreement shall be made only in writing and upon necessary and proper signature of the Licensee and the City.

- F. No Waiver. The waiver by one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to be waive any future breaches of this Agreement and will not be construed to be a waiver of any provision except for the particular instance.
- G. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.
- H. Provisions Severable. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- I. Governing Laws and Venue. This Agreement shall be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois. All actions brought to enforce this Agreement shall be so brought in the Circuit Court of Cook County, State of Illinois.
- J. Interpretation. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.
- K. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.
- L. Headings. The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

***Umbrella License Agreement
City of Rolling Meadows, Illinois***

- M. Counterpart Execution. This Agreement may be signed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same instrument.

[Signature page follows.]

***Umbrella License Agreement
City of Rolling Meadows, Illinois***

LICENSEE

DocuSigned by:
Charles Lawrence
CE6FCE519C39426...

By: Charles Lawrence

Its: President, Residential

Date: 1/16/2026

CITY OF ROLLING MEADOWS

By: _____

Its: _____

Date: _____

COUNCIL ACTION SUMMARY – January 27, 2026

Agenda Location: Consent Resolutions

H) Approve an Umbrella License Agreement with Ezee Fiber Texas, LLC for Fiberoptic Cable Installation

Attachments:

- Draft Resolution
- License Agreement – Signed by Ezee Fiber

Background & Summary: Ezee Fiber Texas, LLC desires to install, operate and maintain underground fiber optic telecommunications cables within the City's rights-of-way, which the Umbrella License Agreement will allow them to do. Section 253 of the Telecommunications Act of 1996 (47 U.S.C. 253) provides that the City may not prohibit or have the effect or prohibiting the ability of any entity to provide any interstate or intrastate telecommunications service. Further, the Illinois Telephone Company Act (220 ILCS 65/4) authorizes telecommunications carriers, such as Ezee Fiber, to construct, maintain, alter and extend its facilities along, upon, under and across any highway, street, alley, or public right-of-way dedicated to utility purposes, so long as it does not inconvenience or disturb the public in the use thereof.

State law provides the City with exclusive authority to work in its right-of-ways, and the Umbrella License Agreement governs the terms by which Ezee Fiber will be able to install their fiber optic cables in the City right-of-ways. It is Ezee Fiber's intent to "overbuild" the City, which means that Ezee Fiber will be looking to install its fiber optic cables throughout the entirety of the City. The City makes no representations concerning Ezee Fiber's authority to perform work in private public utility easements. Upon completion of Ezee Fiber's overbuild project, Clearwave should be in a position to provide high-speed internet services to City residents with access to Ezee Fiber's fiberoptic cable system, which will lead to increased competition in the number of fiberoptic internet services available to City residents.

Previous Council Action: None.

Recommendation: To approve the Resolution as presented.

RESOLUTION NO. 26-R-11

A RESOLUTION AUTHORIZING EXECUTION OF AN UMBRELLA LICENSE AGREEMENT BETWEEN THE CITY OF ROLLING MEADOWS AND EZEE FIBER TEXAS, LLC

WHEREAS, Article VII, entitled “Construction of Utility Facility in the Rights-of-Way”, of the City Code establishes policies and procedures for constructing facilities on rights-of-way within the City's jurisdiction, which will provide public benefit consistent with the preservation of the integrity, safe usage, and visual qualities of the city rights-of-way and the city as a whole; and

WHEREAS, Section 82-386(d) of the City Code sets forth provisions for the City to enter into a license agreement in order to allow for the privilege of a utility locating their facilities on, over, above, along, upon, under, across, or within the city rights-of-way; and

WHEREAS, Ezee Fiber Texas, LLC, desires to construct fiber optic cables within the City right-of-ways in order to provide high-speed internet services to City residents; and

WHEREAS, the form and substance of a certain Umbrella License Agreement (the "Agreement"), between the City of Rolling Meadows (the "City") and Ezee Fiber Texas, LLC (the “Licensee”), for use of City rights-of-way for the installation, operation and maintenance of telecommunication facilities, as set forth in the form of the Agreement is attached to this Resolution; and

WHEREAS, the City Manager and City Clerk are hereby authorized and directed to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution; and

WHEREAS, the proper officials, agents and employees of the City are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the City in accordance with the provisions of the Agreement; and

NOW THEREFORE, be it resolved by the City Council of the City of Rolling Meadows, Illinois, as follows:

Section 1: The facts and statements contained in the preambles to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

Section 2: That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

Section 3: This Resolution shall be in full force and effect upon its passage and approval in accordance with law.

PASSED AND APPROVED by the City Council of Rolling Meadows, Cook County, Illinois this 27th day of January, 2026.

AYES:

NAYS:

ABSENT:

ATTEST:

Lara Sanoica, Mayor

Judith Brose, Deputy City Clerk

UMBRELLA LICENSE AGREEMENT

THIS UMBRELLA LICENSE AGREEMENT ("**Agreement**") is entered into by and between the City of Rolling Meadows, an Illinois home rule municipal corporation ("**City**"), and Ezee Fiber Texas, LLC, a Delaware limited liability company ("**Licensee**"), for the use of City's rights-of-way by Licensee for the installation, operation and maintenance of telecommunications facilities.

WHEREAS, the City is the exclusive owner of certain public rights-of-way ("**ROW**"), and has approved official standards for the construction of facilities on the public rights-of-way; and

WHEREAS, the City, pursuant to Article VII, Section 6(a) of the Illinois Constitution of 1970 and applicable statutes, is authorized to grant, renew, and revoke licenses for the use of the public rights-of-way for the installation, operation, and maintenance of telecommunications facilities within its municipal boundaries; and

WHEREAS, Licensee intends to construct, install, operate, and maintain telecommunications facilities in and/or upon the City's public rights-of-way, which may include facilities to provide fiber-to-the-home internet services for the City's residents, businesses, and institutions; and

WHEREAS, the City desires to allow Licensee to utilize the ROW for such purposes, subject to the provisions of this Agreement; and

WHEREAS, the Corporate Authorities of the City have determined that the establishment of an Umbrella License Agreement with Licensee for Licensee's telecommunications use of public ways will properly facilitate and manage the deployment of telecommunications facilities without requiring Licensee to receive the City Council's approval for each site-specific permit it proposes to undertake; and

WHEREAS, Licensee is authorized and empowered to enter into this Agreement and to perform the covenants and promises herein made and undertaken.

NOW, THEREFORE, in consideration of the above stated recitals and the mutual covenants and promises hereinafter contained, the Licensee and the City agree as follows:

ARTICLE I: THE LICENSE

1. **Recitals.** The above recitals are hereby incorporated into this Agreement as if fully set forth in this Section.
2. **Grant of Non-Exclusive License.**
 - A. License Generally. For and in consideration of the mutual covenants herein, and subject to the City Code of Ordinances ("**City Code**") and all

***Umbrella License Agreement
City of Rolling Meadows, Illinois***

applicable laws, statutes, codes, ordinances, resolutions, regulations, and policies of any federal, state, or local government or governmental agency with jurisdiction over Licensee's operations, each as may be amended from time to time (collectively, the "**Requirements of Law**") and the terms of this Agreement, the City grants a non-exclusive revocable license ("**License**") to Licensee for the use of the ROW to install, operate and maintain telecommunications equipment ("**Facilities**").

- B. Title Condition of ROW.
- i. As-Is Condition; No Warranty by City. It is understood and agreed that the City makes no representations, warranties or assurances with respect to the following: the condition of the title or boundaries of the ROW; the condition of the underground duct or conduit; other utilities or facilities in the ROW; any other improvements or soils located on the ROW; or the suitability of the ROW for Licensee's intended use. Licensee assumes all risks associated with the placement, operation and maintenance of the Facilities within the ROW and suitability of the ROW for its Facilities. Licensee accepts the ROW in an "**AS IS, WHERE IS**" CONDITION, including any environmental conditions, and accordingly, the City shall not be held liable for any damages or liabilities resulting from any actions that arise because of any adverse claims concerning the title, boundaries or condition of the ROW.
 - ii. No Encumbrances by Licensee. Licensee shall not place or allow any liens, mortgages, security interests, pledges, claims of others, equitable interests, or other encumbrances to attach to or to be filed against title to the ROW.
- C. No Property Interest; Subordinate Use. The License granted by this Agreement shall not convey any right, title or interest (including leasehold interest) in the ROW, but shall be deemed to be a license only to use and occupy the ROW for the limited purposes stated herein. In the event of default by Licensee, the City shall not be obligated to bring a forcible entry and detainer action to terminate Licensee's rights hereunder. The rights granted to Licensee by the City are and shall be at all times subordinate to the City's right to ingress and egress and use of the public ROW.
- D. Non-Exclusive License. This Agreement and the License granted by this Agreement shall not be exclusive and do not, explicitly or implicitly, preclude the issuance of other licenses to operate telecommunications facilities within the City's municipal boundaries.
- E. Licensee's Use of Other Entity ROW. If Licensee intends to use the public right of way of any other governmental entity for installation of its Facilities,

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it shall be Licensee's responsibility obtain all other required permits or agreements from such entity regarding such use.

3. **Term.** The term of this Agreement shall be for a period of ten (10) years, beginning on the date it is approved by the City Council ("**Effective Date**") and ending ten (10) years thereafter ("**Initial Term**"). This Agreement shall automatically renew for successive five (5) year terms provided that Licensee is in compliance with the requirements of the City's code and terms and conditions herein ("**Renewal Terms**"). This Agreement may be terminated by either party at the end of the Initial Term or then current Renewal Term by providing ninety (90) days' advanced notice of termination to the other party.
4. **Fees and Taxes.**
 - A. **Initial Fee.** Licensee shall pay an initial fee of TEN THOUSAND DOLLARS AND 00/100 CENTS (\$10,000.00) upon execution of this Agreement ("**Initial License Fee**").
 - B. **Option A - SMTT.** Thereafter, for so long as (a) the City imposes a Simplified Municipal Telecommunications Tax pursuant to Article IX of Chapter 82 of the City Code (or any successor tax) in the amount of 6%, or the maximum rate otherwise allowable by applicable law, as may be amended from time to time ("**SMTT**"), and (b) Licensee collects and remits said tax to the City, no additional recurring annual fees or other amounts shall be due to the City for the use and occupancy of the ROW. On no less than a quarterly basis, Licensee shall submit in writing a confirmation of the amount of the SMTT remitted to the State of Illinois for the preceding quarter. Such remittance shall be provided to the City's Finance Department via USPS or electronic mail and it shall include the Licensee's name, the contact information for the person or department responsible on behalf of Licensee for answering any questions related to the remittance, period of remittance and amount remitted.
 - C. **Option B – Annual Fee.** If at any time the SMTT is no longer imposed by the City or remitted by Licensee, unless otherwise prohibited by law, Licensee shall pay an annual fee ("**Annual Fee**") as follows: The Annual Fee shall be FIVE THOUSAND DOLLARS AND 00/100 CENTS (\$5,000.00) as of the Effective Date and shall automatically increase by three percent (3%) on each anniversary of the Effective Date, compounding annually. This annual escalation continues throughout the term regardless of whether the Annual Fee or SMTT is in effect during any given period. Annual Fee payments are due on or before each anniversary of the Effective Date during any period when the Annual Fee applies. Late payments shall include a ten percent (10%) late fee. For any partial year during which there is a transition between the SMTT and Annual Fee payment methods, the Annual Fee shall be prorated using the escalated

Annual Fee amount in effect on the date of transition. Such prorated payment or refund is due within thirty (30) days of the transition.

- D. Permit Fees & Reimbursement Required. In addition to the Initial License Fee, and, as applicable the SMTT or the Annual Fee, Licensee shall also be required to pay any applicable permit fees for each permit applied for and/or issued. Licensee shall reimburse the City for any actual, reasonable third-party costs incurred for engineering review, inspections, or restoration oversight.
- E. Taxes. Nothing contained in this Agreement shall be construed to exempt Licensee from any fee, tax, property tax levy or assessment, which is or may be hereinafter lawfully imposed on it relative to its use of the ROW or its operation of the Facilities, including, without limitation, the SMTT.

ARTICLE II: FACILITY CONSTRUCTION AND OPERATIONS

5. Permit Requirements for Facilities.

- A. Generally. As a condition precedent to its right to access, use or attach any of its Facilities, Licensee shall, prior to occupying any area, submit a site-specific permit application for each location, including all siting, design, construction methodology, manufacturer's specifications, and structural engineering reports as necessary, and receive from the Director of Public Works or their designee a site-specific permit for each location.
- B. Incorporation of Terms. All terms and conditions contained in this Agreement shall be incorporated into each individual permit obtained for each location in addition to any other permit-specific conditions.
- C. Denial, Suspension, or Revocation of Permits. Unless otherwise provided by law, the City may deny approval of any permit application if it determines that the available space within the ROW is inadequate to accommodate the Licensee's Facilities. In addition, and without limiting any other rights under the ROW Regulations, the City may suspend or revoke any permit issued under this Agreement if the Licensee fails to complete or perform work required under any other permit issued by the City.
- D. Permit Size. All of Licensee's permit applications will be limited to 5,000 linear feet of installation or as otherwise determined to be reasonable by the Director of Public Works or their designee.
- E. Proof of Authority to Locate. In the event of a dispute with the owner of private property or other utilities, upon request, evidence of Licensee's rights to occupy or utilize private property or utilities' facilities shall be provided to the City. Further, if Licensee proposes to install its Facilities on a non-City owned utility pole in the ROW, Licensee, upon request, shall

submit evidence of its authority to occupy the existing pole as part of its site-specific permit application.

- F. Non-ROW Locations. Notwithstanding the foregoing, permit applications submitted to the City by Licensee may identify locations that are outside of the ROW, thus being outside the scope of this Agreement and the City's authority to permit work in such locations ("**Non-ROW Locations**"). Non-ROW Locations may include, but are not limited to, public utility easements located on private property and rights-of-way under the jurisdiction of another governmental entity. By issuing a permit in connection with a permit application that discloses the installation of Licensee's facilities in Non-ROW Locations, the City specifically disclaims any and all warranties and representations related to Licensee's authority to enter or install facilities in such Non-ROW Locations. Further, any permit issued by the City in connection with a permit application submitted by Licensee that identifies Licensee's installation of facilities in Non-ROW Locations shall not be considered or construed to be a City grant of permission or authority to Licensee to access such Non-ROW Locations or otherwise grant Licensee authority to install its facilities in such Non-ROW Locations. It is Licensee's sole responsibility to identify and obtain permission from the owners of all Non-ROW Locations to enter such Non-ROW Locations, and the City shall have no duty or obligation to provide said Non-ROW Location owners any information or opinions concerning Licensee's ability to enter upon Non-ROW Locations. In accordance with the provisions of this Agreement, Licensee agrees to indemnify, defend and hold the City harmless from any and all claims related to Licensee's anticipated or actual entrance to Non-ROW Locations, damage to Non-ROW Locations, installation of facilities in Non-ROW Locations, or otherwise in connection with Non-ROW Locations.

6. Location of Facilities.

- A. Generally. The location of the Facilities shall be as approved by the City's Director of Public Works or his or her designee.
- B. As-Built Submissions. Licensee shall provide the City with an accurate map and digital GIS data "as built" certifying the proposed locations of the Facilities within the ROW each time it submits a permit application. Within thirty (30) days of completion of work under any permit, Licensee shall provide an updated map and GIS data "as built" reflecting actual installed locations. GIS data shall be provided in a format compatible with the City's GIS system (currently ESRI ArcGIS shapefile or geodatabase format), shall use State Plane Coordinates (Illinois East Zone, NAD 83), and shall include facility depth, material specifications, installation date, and unique facility identifiers. All location data shall be accurate to within twelve (12) inches horizontally and six (6) inches vertically.

- C. Relocation of Non-Compliant Facilities. Licensee shall relocate, at its sole cost and expense, any part of its Facilities that is not located in compliance with the permit requirements.
- D. No Interference. Unless otherwise stated on a permit issued by the City, Licensee shall not locate the Facilities so as to unreasonably interfere with the use of the ROW by the City, by any utility, by the general public or by other persons authorized to use or be present in or upon the ROW.

7. **Use of ROW.**

- A. Generally. In its use of the ROW and any work to be performed thereon, Licensee shall comply with all Requirements of Law including, without limitation: Chapter 82 of the City Code (“Right-Of-Way Management”), Chapter 114 of the City Code (“Vegetation”), and the City’s published Engineering Details and Standards, each as may be amended from time to time (collectively, the “**City ROW Regulations**”). Licensee may seek variances or exceptions to the City’s ROW Regulations on a case-by case basis from the City’s Director of Public Works or their designee.
- B. Non-Interference. The Licensee, in the performance of an exercise of any of its authorizations and obligations under this Agreement shall not obstruct or interfere in any manner with the ROW, existing utility easements, private rights of way, sanitary sewers, sewer laterals, water mains, storm drains, gas mains, poles, aerial and other existing telecommunications facilities without the express written approval of the City or the other owners, including franchisees, of the affected property.
- C. Damage to ROW. Licensee shall use due care to ensure that no damage, beyond reasonable wear and tear, is caused to the ROW. The City reserves the right to enter upon and repair any or all damage to the areas surrounding the licensed premises, and if such damage is caused by Licensee, then the actual, reasonable and documented cost of such repair shall be the responsibility of the Licensee.
- D. Unauthorized Use Prohibited. Any unauthorized or impermissible use of the ROW shall be deemed to be a material breach of this Agreement.
- E. Site Management and Cleanup. All movement and storage of equipment and materials shall be confined to the area designated by the City as shown on the approved permit. All surplus excavated material shall be removed from the ROW and disposed of in accordance with any applicable laws or regulations. All tree stumps, and other debris resulting from construction operations shall be removed from the ROW. The ROW shall not be used for the burning of refuse, the accumulation or storage of debris or other material, or for any unsanitary or unhealthful purposes.

F. Environmental. Licensee shall not trim or cut any trees or shrubs, alter or impede water flowage, apply chemicals or disturb the topography of the ROW in any manner without prior written approval of the City. Licensee will take all reasonable steps to assure that Licensee will not release any regulated material in violation of any Federal or State environmental law on the ROW. Licensee, at its sole cost and expense, shall remediate, remove, clean up or abate in accordance with Federal or State law, or the directives of the appropriate oversight agency, a release of a regulated material in violation of a Federal or State law occurring on the ROW, to the extent such a release was caused by Licensee. In the event of a release of a regulated material on the ROW by Licensee in violation of a Requirement of Law, or any claim or cause of action brought against the City regarding such release, the indemnification provided for in Section 18 shall apply.

8. Installation, Operation and Maintenance of the Facilities.

A. Generally. The installation, operation and maintenance of the Facilities shall comply with all Requirements of Law. All work must be performed in a good and workmanlike manner. Licensee is solely responsible for and must keep the Facilities safe and in proper working condition.

B. Underground Installation Required. Licensee shall use and occupy the ROW to install, operate and maintain the Facilities, which shall be limited to underground conduit and fiber optic telecommunications cable where existing similar utilities are underground, provided however, Licensee shall have the option of installing aerial fiber optic telecommunications cable where existing similar utilities are located aerially, and related equipment and facilities only. All components of Licensee's Facilities shall be underground except in areas where existing similar utilities are aerial.

C. Directional Boring Required. Licensee warrants that the installation of the Facilities will be performed by directional boring and not trenching. If directional boring is not possible for installation of the required Facilities, Licensee shall obtain the Public Works Director or their designees' permission to use an alternate method of installation. With the exception of any J.U.L.I.E. locates, Licensee shall not disturb any pavement for the installation, operation, maintenance or removal of its Facilities.

D. Public Notification Requirements Prior to Work.

- i. Notice Required. Except in emergencies, Licensee shall provide written notice to residents or business owners whenever access to a property or utility service will be affected, including work in the right-of-way adjacent to the property or within an easement. Letters must be delivered at least 24 hours in advance of work, 48 hours in advance if work requires a lane closure or driveway obstruction,

and supplemental notices are required if schedules change due to weather or other unforeseen circumstances. Licensee must postpone work if advance notice is not provided pursuant to this Section.

- ii. Form of Notice. Notices must be typed on standard 8.5-inch by 11-inch letterhead; include the name, address, and phone number of the person in charge; and be posted visibly on non-painted surfaces using painters' tape or equivalent, except distribution via mailbox is permitted if USPS regulations are followed.
- iii. Contents of Notice. Notices must specify: the start date and time of work, anticipated duration (not exceeding one week), instructions for resuming normal access, designated parking locations, confirmation that the City Police Department has authorized overnight parking (which shall be Licensee's responsibility to secure), door-to-door contact prior to work, Licensee's contact information for questions, and documentation of easement access rights if applicable.

- E. Public Safety & Traffic Control. Licensee or other person acting on its behalf, at its own cost and expense, shall use suitable barricades, flags, flagmen, lights, flares and other measures as required for the safety of all members of the general public and to prevent injury or damage to any person, vehicle or property by reason of any work in or affecting the ROW or other property. All traffic control shall conform to the latest edition of the Manual Uniform on Traffic Control Devices (MUTCD). If the City, in its reasonable discretion, determines that a particular use of the ROW by Licensee is, or will be, hazardous to the public or property, Licensee, upon written notice from the City, shall install commercially reasonable safety devices or make commercially reasonable modifications at Licensee's sole expense to render the ROW safe for, and compatible with, public use. In the event Licensee fails to install such safety devices or make required modifications within twenty-four (24) hours, or, if such modifications cannot be completed expeditiously to render the ROW safe for the public, the City may install such safety devices. In the event the City installs such safety devices, the Licensee agrees to pay the actual costs of such improvements upon written demand, or the City may terminate this Agreement, with all rights of Licensee hereunder being forfeited, and the Licensee waives all rights and claims of any kind against the City arising out of this Agreement and its termination.
- F. Emergency Maintenance. Notwithstanding any provisions to the contrary herein, in the event of an unexpected repair or emergency ("**Emergency Maintenance**"), Licensee may access the ROW and commence such Emergency Maintenance work as reasonably required under the

circumstances, provided Licensee shall comply with the requirements for Emergency Maintenance set forth in the City ROW Regulations.

G. J.U.L.I.E. Marking of Underground Utilities.

- i. Use by Licensee. Prior to and during any installation or relocation of any underground cables or utility lines, Licensee shall contact J.U.L.I.E. to ascertain the presence and location of existing aboveground and underground facilities within the ROW to be occupied by Licensee's Facilities and install route markers in accordance with the Illinois Underground Facilities Damage Prevention Act (220 ILCS 50/1 *et seq.*). The City shall have no obligation to mark the location of Licensee's Facilities.
- ii. Participation by Licensee. Licensee shall participate in J.U.L.I.E. while this Agreement is in effect. Licensee acknowledges that such a system is designed to alert Licensee to planned work in the ROW so that Licensee can mark the location of its facilities to avoid damage. The City shall have no obligation to alert Licensee to proposed work by itself or others other than as a participating member of the J.U.L.I.E. system.

9. **Restoration of ROW.**

- A. Initial Restoration. Within ten (10) days after initial construction operations have been completed or after repair, relocation or removal of Facilities in a particular location, Licensee shall, at its sole cost and expense, grade and restore all areas disturbed by construction operations to a condition substantially similar to that which existed prior to the work. This time period may be extended by the City for good cause shown.
- B. Temporary Restoration. If weather or other conditions do not immediately permit the complete restoration required by this Section, Licensee shall temporarily restore any disturbed property. Such temporary restoration shall be at Licensee's sole cost and expense and Licensee shall promptly undertake and complete the required permanent restoration when the weather or other conditions permit such permanent restoration.
- C. Restoration Work Maintenance Period. For a period of twelve (12) months following any work in the ROW by Licensee or any person acting on Licensee's behalf, except for backfilling which shall be a five (5) year period, Licensee shall, at its sole expense, be responsible for all costs of restoring any disturbances or damage to the ROW or any other City property and for all repairs or damage to City property caused by Licensee, its officers, agents, employees, contractors, subcontractors, successors, and assigns, except to the extent any of the foregoing are caused by the negligence of the City. All such restoration shall be

performed in accordance with the City ROW Regulations and to the reasonable satisfaction of the City. Disturbed grass areas shall be restored with sod or grass seed and mulch. Licensee shall coordinate with the City's Director of Public Works or their designee to determine which solution will be deployed on a case-by-case basis.

- D. Backfill and Backfill Maintenance Period. All open excavations necessary for the installation, repair, relocation, maintenance or removal of the Facilities shall be properly backfilled, and any asphalt pavement or PCC concrete pavement or sidewalk shall be replaced with like-kind and quality materials. The backfill settlement repair period shall be for five (5) years from the date of placing said backfill, during which time the affected areas shall be maintained by Licensee at its sole expense in a condition satisfactory to the City. Under hard surface areas, such as roadways, sidewalks and drives, trench backfill shall be compacted and certified by the City to comply with the City construction standards.
- E. City's Right to Restore at Licensee's Cost. In the event Licensee fails, in a timely manner, to restore any disturbances or make any and all repairs to the ROW or other City property as set forth above, the City may make or cause to be made such restoration or repairs and either demand payment from Licensee, who agrees to pay the actual and reasonable costs of such restoration or repairs upon written demand and receipt by Licensee of all invoices and documentation supporting the actual costs incurred by the City, or demand payment from the security posted by Licensee, which payment must be received by the City within thirty (30) days of demand and receipt by Licensee of all invoices and documentation supporting the actual costs incurred by the City.

10. Removal, Relocation, or Modifications of Utility Facilities.

- A. Required Relocation or Modification. Within sixty (60) days after receiving written notice from the City, Licensee shall, at its sole cost and expense, protect, support, temporarily or permanently disconnect, remove, relocate, change, or otherwise alter the position of any portion of its Facilities within the ROW when the City determines that such work is reasonably necessary for the construction, repair, maintenance, or installation of any City improvement, or for other City operations, in or upon the ROW. If the required work cannot reasonably be completed within the sixty (60) day period, and Licensee commences such work within that period and thereafter diligently prosecutes it to completion, the City may grant an extension of time, not to exceed an additional one hundred twenty (120) days. The City may assess to Licensee any reasonable costs incurred by the City in connection with an extension requested by, or otherwise necessitated by, Licensee.

***Umbrella License Agreement
City of Rolling Meadows, Illinois***

- B. No Feasible Alternative. In the event that relocation of any or all of the Facilities is required and the City and Licensee are unable to identify a feasible alternative to relocation within the sixty (60) day period, then the City may terminate this Agreement, without penalty or payment to Licensee, solely with respect to the portion of the ROW required by the City for the above reasons or other public purposes.
- C. Failure to Comply; Relocation by City. If Licensee fails to perform any relocation, removal, protection, support, modification, or other required work under this Section within the applicable time period, the City may perform the work or cause the work to be performed. Licensee shall reimburse the City for all reasonable, actual, and documented costs incurred by the City in performing such work. Payment shall be due within thirty (30) days after Licensee's receipt of an invoice and supporting documentation.
- D. No Compensation. Licensee acknowledges and agrees that no compensation, damages, or claim of any kind shall be due from the City to Licensee on account of any relocation, removal, modification, disconnection, protection, support, or alteration of the Facilities performed under this Section, whether performed by Licensee or by the City, except to the limited extent required by applicable law. Licensee expressly waives any such claims.
- E. Emergency Removal or Relocation of Facilities.
- i. The City retains the right and privilege to disconnect, cut, move or remove any part of Licensee's Facilities located within the ROW of the City, as the City may determine to be necessary, appropriate or useful in response to any public health or safety emergency.
 - ii. If circumstances permit, the City shall attempt to notify Licensee, if known, prior to cutting or removing any part of the Facilities and shall notify Licensee after cutting or removing any part of the Facilities.
 - iii. In the event Licensee is required to disconnect, relocate, remove, change or alter the position of part or all of its Facilities from ROW and fails to do so within the time required by the City, the City may make or cause to be made such disconnection, relocation, removal, change, or alteration, and Licensee shall be liable to the City for all costs regarding same. The City may either demand payment from Licensee, who agrees to pay the reasonable costs of such relocation or removal upon written demand and receipt by Licensee of all invoices and documentation supporting the actual costs incurred by the City, or demand payment from the security posted by Licensee, which payment must be received by the City within

thirty (30) days of demand and receipt by Licensee of all invoices and documentation supporting the actual costs incurred by the City.

11. Unauthorized Facilities.

- A. A facility is unauthorized and subject to removal in the following circumstances:
- i. Upon expiration or termination of this Agreement or permit obtained by Licensee, unless otherwise permitted by applicable law;
 - ii. If the facility was constructed or installed without the prior grant of a license or permit;
 - iii. If the facility was constructed, installed or maintained in violation of this Agreement or the City ROW Regulations; or
 - iv. If the facility was constructed or installed at a location not permitted by any permit obtained by Licensee.
- B. Removal of Unauthorized Facilities. Within sixty (60) days following written notice from the City, Licensee shall, at its own expense, remove all or any part of any unauthorized facilities or appurtenances from the ROW, provided however, if such relocation, removal, change or alteration cannot be reasonably performed within the sixty (60) day period, if Licensee, within that period shall have commenced with due diligence to remove its facilities, shall be granted an extension by the City, not to exceed thirty (30) days, to complete such work.
- C. Liquidated Damages. Immediately if the Licensee installs its Facilities in a ROW without a permit for that location, or in other circumstances if unauthorized Facilities shall remain in the ROW beyond the time periods prescribed by this Section, the Licensee agrees to pay stipulated liquidated damages to the City in the sum of FIVE THOUSAND DOLLARS AND 00/100 CENTS (\$5,000.00) PER MONTH, it being understood and agreed between the City and Licensee that it would be difficult to quantify the damages sustained by the City and the public from violations of this Section. Payment shall be due on the first day of each calendar month regardless of the amount of time the Licensee's Facilities remain in the ROW during that month until removed or permitted. Payment shall not excuse noncompliance with this Agreement or authorize the presence of the Facilities in the specific site without a permit.
- D. No action or inaction by the City with respect to unauthorized use of any ROW shall be deemed to be a ratification of an unauthorized use.
- E. The provisions of this Section shall survive the termination of this Agreement.

ARTICLE III: INSURANCE AND INDEMNIFICATION

12. **Indemnity & Hold Harmless.** To the fullest extent permitted by law, Licensee shall **INDEMNIFY, HOLD HARMLESS**, and at the election of the City **DEFEND** with counsel of the City's choice the City, its governing body members, officials, officers, employees and agents including independent contractors, consultants, and legal counsel (collectively, the "***Indemnified Parties***") from and against all third party injuries, deaths, losses, damages, claims, demands, suits, liabilities, judgments, costs and expenses, including reasonable attorneys' fees, which may arise out of, or result from, directly or indirectly, any negligent, careless or wrongful acts or omissions or from the reckless or willful misconduct of Licensee, its affiliates, officers, employees, agents, contractors or subcontractors in the installation, operation, relocation, repair, maintenance or removal of the Facilities or Licensee's use of the ROW, Licensee's potential or actual use of Non-ROW Locations, and in providing or offering service over the Facilities. Licensee shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against an Indemnified Party in any such action, Licensee shall, at its own expense, satisfy and discharge the same. This Agreement shall not be construed as requiring the Licensee to indemnify an Indemnified Party for its own negligence or willful misconduct. The indemnification required hereunder shall not be limited by the amount of the insurance to be maintained hereunder and shall survive termination of this Agreement. This indemnification shall not be construed to waive any defense or immunity available to an Indemnified Party.
13. **Waiver of City Liability.**
- A. The Indemnified Parties shall not be liable for and Licensee expressly waives all claims for any damage to or loss of Licensee's Facilities within the ROW as a result of or in connection with any public works, public improvements, construction, excavation, grading, filling or work of any kind in the ROW by or on behalf of the City, with the exception of any loss, cost or damage proximately caused by the City's willful misconduct.
- B. The Indemnified Parties shall not be liable to the Licensee or its customers for any interruption of service to the Licensee or interference with the Licensee's Facilities for any reason whatsoever.
14. **Minimum Insurance.** Licensee shall cause to be issued and maintained, each at its sole expense, the following minimum levels of insurance until the Facilities are removed from the ROW and the ROW have been properly restored as required herein:

Workers Compensation - Statutory limits.

***Umbrella License Agreement
City of Rolling Meadows, Illinois***

Employers Liability - One million dollars (\$1,000,000) per employee and One million dollars (\$1,000,000) each accident.

Commercial General Liability, including premises-operations, explosion, collapse, and underground hazard (commonly referred to as "X," "C," and "U" coverages) and products-completed operations coverage with limits not less than:

Five million dollars (\$5,000,000) for bodily injury or death to each person;

Five million dollars (\$5,000,000) for property damage resulting from any one accident.

Automobile Liability for all owned, hired and non-owned automobiles: One million dollars (\$1,000,000) each accident.

Professional Liability - Five million dollars (\$5,000,000).

If the Licensee is not providing such insurance to protect the contractors and subcontractors performing the work, then such contractors and subcontractors shall comply with this Section.

Prior to commencing work on the Facilities, Licensee shall furnish the City with the appropriate Certificates of Insurance and applicable policy endorsements. Licensee shall have the Commercial General Liability, Automobile Liability, and Umbrella/Excess Liability policies endorsed to add the Indemnified Parties as additionally insured. Such insurance shall be endorsed to provide that the insurance provided under each policy shall be Primary and Non-Contributory.

Commercial General Liability Insurance required under this Section shall be written on an occurrence form and shall include coverage for Products/Completed Operations, Personal Injury with Employment Exclusion (if any) deleted, Blanket XCU and Blanket Contractual Liability insurance applicable to defense and indemnity obligations. Commercial General Liability, Employers Liability and Automobile Liability Insurance may be arranged under single policies for full minimum limits required, or by a combination of underlying policies with the balance provided by Umbrella and/or Excess Liability policies. Workers' Compensation coverage shall include a waiver of subrogation against the Indemnified Parties.

All insurance provided pursuant to this Section shall be effected under valid and enforceable policies, issued by insurers legally able to conduct business with Licensee in the State of Illinois. (All insurance carriers shall be rated "A-" or better and of a class size "X" or higher by A.M. Best Company.)

All insurance policies shall contain a provision that coverages and limits afforded hereunder shall not be canceled, materially changed, non-renewed or restrictive

modifications added, without thirty (30) days prior written notice to the City. Renewal certificates shall be provided to the City not less than five (5) days prior to the expiration date of any of the required policies.

All Certificates of Insurance shall be in a form acceptable to the City and shall provide satisfactory evidence of compliance with all insurance requirements. The City shall have the right to examine any policy required and evidenced on the Certificate of Insurance.

15. **Security Fund.** Prior to performing any work in the ROW, Licensee shall establish a security fund in the amount of TWENTY-FIVE THOUSAND DOLLARS AND 00/100 CENTS (\$25,000.00), which shall be provided to the City in the form, at the Licensee's election, of surety bond, cash or an unconditional letter of credit acceptable to the City ("***License Security***"). The License Security shall serve as security for those purposes set forth in the City ROW Regulations, including, without limitation: the installation of the Facilities in compliance with applicable plans, permits, technical codes and standards, the proper location of the Facilities as specified by the City, restoration of the ROW and other property affected by the construction or to satisfy any claims or damages. The City may draw on the License Security for the reasons set forth in the City ROW Regulations and require replenishment by Licensee in accordance with the City ROW Regulations. The License Security shall be in addition to any additional security required to be deposited with the City in connection with any permit in accordance with the City ROW Regulations, the City Code, or the City's ordinances.

ARTICLE IV: TERMINATION AND TRANSFER

16. **Termination.** The City may terminate this Agreement and the License granted herein for any of the following reasons:
- A. Licensee made fraudulent, false, misrepresenting, or materially incomplete statements in the permit application;
 - B. Licensee's failure to construct the Facilities substantially in accordance with the permit and approved plans;
 - C. Failure to provide the required traffic control and to respond to requests from the City to correct such deficiencies within a reasonable time frame;
 - D. Failure to cure a breach of this Agreement or noncompliance with the ROW Regulations or applicable Requirements of Law after receipt of written notice and a thirty (30) day cure period;
 - E. If Licensee ceases operations within the City or does not use the Facilities to provide telecommunications services within the City for six consecutive months without justification;

- F. If Licensee becomes insolvent; files for bankruptcy; has an involuntary bankruptcy or insolvency petition filed against it; makes a general assignment for the benefit of creditors; has a trustee, receiver, or custodian appointed over its property; or admits in writing an inability to pay debts as they become due; or
- G. Licensee's physical presence or the presence of Licensee's Facilities on, over, above, along, upon, under, across, or within the ROW presents a direct or imminent threat to the public health, safety, or welfare;

Upon termination of this Agreement for any reason, Licensee shall, within thirty (30) days of written notice from City, remove its Facilities from all ROW and restore all ROW as required herein.

Licensee may terminate one or more of the Facilities locations pursuant to this Agreement by giving at least thirty (30) days written notice. Licensee will not be subject to any penalty or fee or be entitled to any refund for terminating such Facilities location prior to the end of the term of this Agreement.

17. **Transfer or Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the parties and their successors and assigns. During the term of this Agreement, Licensee acknowledges and agrees that it does not have the right or authority to transfer or assign this Agreement or any interest herein without the prior written consent of the City; provided, however that Licensee shall have the right, without the City's prior written consent, but with prior written notice to the City, to assign or otherwise transfer this Licensee Agreement to any successor entity or affiliate or subsidiary of Licensee, or to any entity into which Licensee may be merged or consolidated or which purchases all or substantially all of the assets of Licensee. Any such written consent required under this Section may not be unreasonably withheld. Any transferee or assignee must, at a minimum, show satisfactory evidence that it meets the insurance requirements and other terms, conditions, and provisions contained herein. In the event the License herein granted is terminated or the Licensee transfers title to the Facilities or vacates or ceases to use the Facilities, Licensee shall, nevertheless, remain liable to the City under the provisions hereof, until said Facilities herein authorized is removed, and the ROW is restored as herein required. Acceptance of payment from an entity or person other than Licensee shall not constitute a waiver of this provision.

ARTICLE V: ADMINISTRATIVE PROVISIONS

18. **Duty to Provide Information.** Within fifteen (15) days of a written request from the City, Licensee shall furnish any information requested that is reasonably related to this Agreement, the License granted hereunder, and any business activities related to the License or business operations of Licensee in the City. This obligation includes, without limitation, current GIS data, facility maps, and as-built documentation in both hard copy and digital format.

***Umbrella License Agreement
City of Rolling Meadows, Illinois***

19. **Video Programming.** Licensee shall notify the City if it intends on providing cable television content over the Facilities to subscribers within the City. If required by law, Licensee will enter into a cable franchise or an open video system franchise agreement with the City in the event Licensee does provide cable television content over its Facilities.
20. **City Reservation of Authority.** Nothing in this Agreement shall be construed as an abrogation by the City of any of its police powers to adopt and enforce generally applicable ordinances deemed necessary for the health, safety, and welfare of the public, and the Licensee shall comply with all generally applicable laws and ordinances enacted by the City pursuant to such police power. Nothing in this Agreement shall: (i) abrogate the right of the City to perform any public works or public improvements of any description; (ii) be construed as a waiver of any codes or ordinances of general applicability promulgated by the City; or (iii) be construed as a waiver or release of the rights of the City in and to the ROW.
21. **Notices.** All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered (1) personally, (2) by a reputable overnight courier, or by (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of: (a) actual receipt; (b) one business day after deposit with an overnight courier, as evidenced by a receipt of deposit; or (c) four business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each party shall have the right to change the address or the addressee, or both, for all future notices and communications to the other party, but no notice of a change of addressee or address shall be effective until actually received.

City:

Attn: City Manager
City of Rolling Meadows
3600 Kirchoff Road
Rolling Meadows, IL 60008

With a copy to:

Attn: Rolling Meadows City Attorney
Storino, Ramello & Durkin
9501 Technology Blvd Ste 4200
Rosemont, IL 60018

Licensee:

Ezee Fiber Texas, LLC
5959 Corporate Dr., Ste. 2000
Houston, TX 77036
Attn: Garner Duncan, SVP of Government Affairs

Garner.duncan@ezeefiber.com

With a copy to:

Ezee Fiber Texas, LLC
5959 Corporate Dr., Ste. 2000
Houston, TX 77036
Attn: George Salimbas, General Counsel
legal@ezeefiber.com

22. General Provisions.

- A. Required Provisions. Every provision required by law to be inserted into this Agreement shall be deemed to be inserted herein.
- B. Conflicting Provisions. Unless otherwise provided in this Agreement either specifically or in context, in the event of a conflict between or among this Agreement and any plan, document, or Requirement of Law, the plan, document, or Requirement of Law that provides the greatest control and protection for the City, as determined by the City Manager, will control. All of the provisions set forth in this Agreement, and all referenced plans, documents, and Requirements of Law are to be interpreted so that the duties and requirements imposed by any one of them are cumulative among all of them, unless otherwise provided in this Agreement either specifically or in context.
- C. Authority to Execute. The City hereby warrants and represents to Licensee that the persons executing this Agreement on its behalf have been properly authorized to do so by its corporate authorities. The Licensee hereby warrants and represents to the City that the persons executing this Agreement on its behalf have the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement and that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken.
- D. Entire Agreement. This Agreement constitutes the entire agreement between the parties to this Agreement and supersedes all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.

***Umbrella License Agreement
City of Rolling Meadows, Illinois***

- E. Amendments. This Agreement represents the entire agreement between the parties. No oral changes or modifications of this Agreement shall be permitted or allowed. Changes or modifications to this Agreement shall be made only in writing and upon necessary and proper signature of the Licensee and the City.
- F. No Waiver. The waiver by one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to be waive any future breaches of this Agreement and will not be construed to be a waiver of any provision except for the particular instance.
- G. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.
- H. Provisions Severable. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- I. Governing Laws and Venue. This Agreement shall be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois. All actions brought to enforce this Agreement shall be so brought in the Circuit Court of Cook County, State of Illinois.
- J. Interpretation. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.
- K. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.

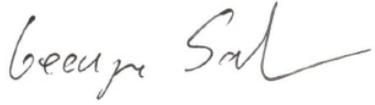
***Umbrella License Agreement
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- L. Headings. The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

- M. Counterpart Execution. This Agreement may be signed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same instrument.

[Signature page follows.]

LICENSEE



By: George Salimbas

Its: General Counsel

Date: January 16, 2026

CITY OF ROLLING MEADOWS

By: _____

Its: _____

Date: _____

Council Action Summary – January 27, 2026

Agenda Location: Consent Resolutions

- I) Approve and Authorize an Extension Agreement between the City of Rolling Meadows and Flood Brothers Disposal Company for Residential Curbside Recycling Collection Services

Attachments:

- Proposed Resolution
- Extension Agreement
- City of Rolling Meadows Agreement to Provide Residential Curbside Recycling Collection Services, dated June 23, 2021

Background:

The City of Rolling Meadows has entered into an agreement with Flood Brothers Disposal Company, dated June 23, 2021, for residential curbside recycling services within the City, which agreement is set to expire on June 22, 2026 at 11:59 p.m. The agreement provides the City a mechanism and option to extend the agreement at the same cost terms provided under the 2021 agreement. The proposed Extension Agreement implements the City's option and extends the terms of the agreement with Flood Brothers Disposal Company for residential curbside recycling services within the City for a period of three additional months, through September 22, 2026.

Recommended Action:

Approve this Resolution.

RESOLUTION NO. 26-R-12

A RESOLUTION APPROVING AND AUTHORIZING AN EXTENSION AGREEMENT BETWEEN THE CITY OF ROLLING MEADOWS AND FLOOD BROTHERS DISPOSAL COMPANY FOR RESIDENTIAL CURBSIDE RECYCLING COLLECTION SERVICES

WHEREAS, the City of Rolling Meadows (“City”) has entered into an agreement with Flood Brothers Disposal Company (“Flood Brothers”), dated June 23, 2021, for residential curbside recycling services within the City, which agreement is set to expire on June 22, 2026, at 11:59 p.m. (“Residential Recycling Agreement”); and

WHEREAS, the corporate authorities of the City have determined that it is desirable, necessary and in the best interests of the City to extend the terms of the Residential Recycling Agreement and approve an Extension Agreement between the City of Rolling Meadows and Flood Brothers Disposal Company, in order to continue the provision of residential curbside recycling collection services within the City, through September 22, 2026.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Rolling Meadows, Cook County, Illinois, as follows:

Section 1: The recitals set forth herein above are incorporated herein by specific reference as a part of this Resolution.

Section 2: The Extension Agreement attached hereto and incorporated herein as Exhibit A is hereby approved and the City Manager of the City of Rolling Meadows is hereby authorized to execute the Extension Agreement.

Section 3: To the extent any competitive bidding requirements apply to the Extension Agreement, the competitive bidding requirements are waived in accordance with Section 2-1133 of Article XI, of Chapter 2 of the Code of Ordinances, City of Rolling Meadows, Illinois.

Section 4: This Resolution shall be in full force and effect from and after its passage in the manner provided by law.

ADOPTED this 27th day of January, 2026, by the City Council of the City of Rolling Meadows on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 27th day of January, 2026.

Lara Sanoica, Mayor

ATTESTED and filed in my office,
this 27th day of January, 2026.

Judith Brose, Deputy City Clerk

Exhibit A

Extension Agreement

**EXTENSION AGREEMENT
(City of Rolling Meadows Agreement to Provide
Residential Curbside Recycling Collection Services)**

This Extension Agreement to the City of Rolling Meadows Agreement to Provide Residential Curbside Recycling Collection Services Agreement between the City of Rolling Meadows (“City”) and Flood Brothers Disposal Company (“Contractor”), dated June 23, 2021 (“Residential Recycling Agreement”), extends the terms and conditions of the Residential Recycling Agreement.

The Extension Agreement hereby amends and extends the expiration of the Residential Recycling Agreement, as set forth in Section Three - paragraph 1, from June 22, 2026 at 11:59 p.m. to September 22, 2026 at 11:59 p.m. (“Extended Term”). The terms and conditions of this Extension Agreement are hereby incorporated into the Residential Recycling Agreement. The remaining terms and conditions of the Residential Recycling Agreement are hereby ratified and shall remain in full force and effect through the Extended Term.

IN WITNESS WHEREOF, the parties have executed this Extension Agreement on the dates set forth below.

CONTRACTOR:

CITY:

FLOOD BROTHERS DISPOSAL COMPANY

CITY OF ROLLING MEADOWS

By: _____

By: _____

Printed Name: _____

Name: Rob Sabo

Title: _____

Title: City Manager

Date: _____

Date: _____

City of Rolling Meadows
Agreement to Provide Residential
Curbside Recycling Collection Services

THIS AGREEMENT, made and entered into this 23rd day of JUNE, 2021, between the CITY OF ROLLING MEADOWS, ILLINOIS, a municipal corporation, hereafter referred to as "CITY," and Flood Brothers Disposal Company, hereafter referred to as "the Contractor", to provide residential, curbside recycling collection services as defined herein;

NOW, THEREFORE, City and The Contractor do hereby agree as follows:

SECTION ONE: Definitions. For purposes of this Agreement, the following terms shall apply:

1. Processing Center: Location to be determined by the Contractor for the purpose of sorting and preparing recyclable materials (as defined herein) for sale.
2. Public Awareness Program: Program developed and provided by The Contractor and the City to inform and encourage residents (as defined herein) to use the collection services.
3. Recyclable Materials: Newspaper, magazines, brown kraft paper bags, telephone books, catalogs, office paper, junk mail, envelopes (any type), corrugated cardboard, chipboard, wet strength carrier stock (chip board), frozen food paper packages, juice boxes; all #1 PET plastic containers, all #2 HDPE plastic containers, all #3 (V-vinyl polyvinyl Chloride-PVC) plastic containers, all #4 LDPE plastic containers, all #5 (PP-polypropylene) plastic containers, all #6 (PS-polystyrene) plastic containers, all #7 - other plastic; glass (amber, clear, green); formed steel containers, aluminum cans, tin/steel/bi-metal cans, aerosol cans, and paint cans.
4. Recycling Collection Services: Those services to be performed by The Contractor as follows:
5. The collection of recyclable materials from locations specifically designated by the City;
6. Processing of recyclable materials, which include the sorting and preparation of recyclable materials for marketing at the processing center;
7. Marketing of the recycling materials.
8. Recycling Containers: Recycling containers shall be 65 and 35 gallon carts.

City of Rolling Meadows
Agreement to Provide Residential
Curbside Recycling Collection Services

SECTION TWO: Contract Representative

1. The City's Public Works Director or designee shall be the Contract Representative and will coordinate this program on the City's behalf.
2. The City's Contract Representative may adopt reasonable rules and regulations governing the performance of The Contractor under this Agreement, provided such rules and regulations are not inconsistent with the terms and provisions of this Agreement.
3. The Contractor will designate a Contract Representative and include their contact information below:

Contract Representative's Name: Michael J Good

Representative's 24 Hour Phone #: 847-721-3412

SECTION THREE: Term of Agreement.

1. Unless terminated in accordance with Section Number 22 of this Contract or extended in accordance with this Section 2.2, the term of this Agreement shall be for a period of sixty consecutive (60) months commencing on June 23, 2021 at 12:01 A.M., CDT and expiring on June 22, 2026 at 11:59 PM, CDT.
2. Upon mutual consent of both parties, the term of this Contract may be extended for up to twenty-four (24) months, at the City's discretion.
3. To exercise its option, the City shall provide written notice to Contractor of its intent to extend this Contract within 180 calendar days preceding the scheduled Expiration Date, and at the cost terms provided within the proposal submitted by the Contractor, dated April 26, 2021.
4. If no notice is provided, the contract expires at the end of the term.
5. This provision in no way limits the City's right to terminate this Agreement at any time during the initial term or any extension thereof pursuant to the provisions in this Agreement.
6. At the end of the contract or extension term, the City also reserves the right to continue the contract on a month to month basis for a minimum of one (1) month and a maximum of an additional three (3) months for a rate not to exceed the rate being charged by the Contractor during the preceding year +2.5%.

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SECTION FOUR: Scope of Services. The Contractor shall perform recycling collection services in the City as follows:

The Contractor shall collect and remove all recyclable materials which are segregated and placed in the recycling containers at the curbside on public streets, as designated by the parties from all single-family homes and certain designated multi-family homes in the City. The Contractor's employees will:

1. Leave the area clean and litter-free;
2. Replace all containers back to the location they were collected from; and
3. Leave a tag, provided by the contractor, explaining why an item was not picked up.
4. The recyclable materials shall be collected by The Contractor on the same day as the City's collection of refuse and landscape waste.
5. The current City collection system is based on a five-day-a-week service.
 - a. The roster of Stops-Per-Day 2021 are as follows:

Day	Home Per Day
Monday	1,350
Tuesday	1,042
Wednesday	1,193
Thursday	1,061
Friday	1,329

- b. If the City determines it is in its best interests to modify the number of stops per day, the collection day of certain streets, subdivisions, or housing complexes, the contractor shall modify their collection days to match the City's at no change in the per-home cost for collection, or in the rebate formula.
 - c. It is understood that the collection days per week will be maintained at five (5) days per week.
6. When the collection day falls on one of the following recognized holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day; service by the Contractor will be delayed one day. Collections are to be provided on all other days, Monday through Friday, including Martin Luther King, Jr. holiday, Veteran's Day Holiday, the day after Thanksgiving, and Christmas Eve.

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7. Collection times shall be between the hours of 6:00 a.m. and 6:00 p.m., the City reserves the right to alter these times as necessary.
8. The Contractor shall, at their expense, at the commencement of this Agreement, mail to each customer a promotional piece on the City's recycling program. The Contractor may request that the material be distributed with the City's newsletter. The Contractor shall provide 250 extra copies to the Public Works Department for distribution to new customers.
9. Equipment to be Used by Contractor: The Contractor agrees to collect all work in fully enclosed, leak-proof, modern trucks. The City shall have the right to inspect all vehicles to ensure that the vehicles are safe and capable of collecting all material.
10. Missed Collections. The Contractor agrees to pick up all missed collections on the same day the Contractor receives notice of a missed collection, provided notice is received by the Contractor before: 11:00 a.m. on the collection day. With respect to all notices of a missed collection received after 11:00 a.m. on the collection day, the Contractor shall make a reasonable effort to make the collection on that same day, however if the collection is not made on that day the pick-up that missed collection shall be before 11:00 a.m. on the following business day.
11. The Contractor shall undertake to perform all Services rendered hereunder in a neat, thorough and workmanlike manner, without supervision by the City, and to use care and diligence in the performance of all specified Services and to provide neat, orderly, uniformed and courteous employees and personnel on its crews.
12. The Contractor shall provide an adequate work force so as to insure regular collection under adverse weather conditions, irrespective of equipment breakdowns or similar problems. The Contractor shall employ qualified personnel, all of whom shall be licensed as required by law, in sufficient number to provide the Services specified under this Agreement.
13. The Contractor shall provide an adequate number of vehicles for regular collection services. All vehicles shall be kept in good repair and appearance and shall be maintained in a sanitary condition at all times.
14. The Contractor shall provide the Services in compliance with all applicable governmental laws, rules, regulations and permits. Except as specifically identified in this Agreement, the Contractor shall pay as and when due all costs and expenses incurred by the Contractor with respect to the Services to be provided pursuant to this Agreement.

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15. The Contractor shall (in a manner consistent with applicable law, insurance requirements and recognized safety practices), establish and maintain appropriate safety procedures for the Services provided. The Contractor shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury or loss to, employees performing the Services and any other persons who may be affected thereby including, without limitation, any City employee.
16. The Contractor shall take all reasonable actions to avoid damage as a result of its, and any Subcontractor's, operations to existing sidewalks, curbs, streets, alleys, pavements, utilities, adjoining property, the work of separate contractors, and the property of the City and others, and the Contractor shall repair any damage thereto specifically caused by the Contractor or its Subcontractors' operations. The Contractor shall also leave all property described in the preceding sentence in a clean and orderly condition.
17. Cleanup of Spillage or Blowing Litter. The Contractor shall clean up any material spilled or blown during the course of collection and/or hauling operations. All Collection vehicles shall be equipped with at least one broom and one shovel for use in cleaning up material spillage. All materials shall be transported in a covered vehicle so that the materials do not drop or blow onto any public street or private property during transport.
18. The Contractor, as agent for the City, shall have a contractual obligation to ensure that all Recyclable Materials collected are properly processed and marketed. No collected Recyclable Materials shall be land-filled or incinerated unless advance authorization to do so is given in writing by the corporate authorities of the City.
19. Estimating Materials Composition as Collected. The Contractor shall conduct at least one materials composition analysis of the City's recyclable materials each year to estimate the relative amount, by weight, of each recyclable commodity by grade: i.e., industry specification or offer a suitable alternative to a composition analysis. The Contractor shall provide the City with a copy of the analysis each year of the Contract.

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SECTION FIVE: Expansion of Services

1. The City reserves the right to add up to 5% to the customer base for recycling collection services through new construction or annexation under the pricing terms of this Agreement.
2. The City shall furnish the new customer(s) a Recycling cart at the City's expense.
3. Expansion to Additional Multi-Family Buildings. At present, the City provides a once a week pick-up service to some town homes located within the City. In the future the City may wish to, or through legislation, be required to provide a recycling service to multi-family dwellings.

If this takes place during the term of this contract, The Contractor shall be required to enter into negotiations with the City to provide this service.

SECTION SIX: Replacement of Recycling Containers.

1. If the Contractor causes irreparable damage to a City owned recycling cart, (excluding normal wear and tear) The Contractor shall be billed for the replacement of the recycling containers.
2. The cart will be replaced from the City's existing cart inventory.

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SECTION SEVEN: Transportation/Disposal of Recyclable Materials

1. The Contractor shall transport the collected recyclable materials to a processing center of The Contractor's choice, or may choose to utilize the facility so designated and provided by the Solid Waste Agency of Northern Cook County, provided that required terms and conditions are met.
2. The Contractor will have exclusive rights for the collection of all Recyclable Materials from all Households within the City, provided however, that the Contractor's exclusive rights will not include Recyclable Materials hauled by the owner or occupant of any Household.
3. The Contractor agrees to provide a monthly accounting statement to the City, detailing the amount and type of the recycled materials collected in the City.
 - a. These Statements shall be sent to the Public Works Department in an electronic form (email).
 - b. These statements shall be due to the City within 15 business days after the close of the preceding month.
4. The Contractor agrees to negotiate with the City concerning any changes which may be required due to changes in mandatory regulations or laws. Both parties must agree on any changes that have a significant effect on performance under this contract.

SECTION EIGHT: Labor and Costs.

The Contractor shall, at its sole cost and expense, except as otherwise provided herein, furnish all labor and equipment required to perform curbside collection of recyclable materials, pursuant to this Agreement.

SECTION NINE: Log of Complaints

1. If and when The Contractor receives a call relating to a missed pick-up or other service problem the call shall be logged by The Contractor and such log shall be provided to the City on a monthly basis.
2. The form shall indicate the day and the hour on which the complaint was received and the day and hour on which it was resolved. Said logs shall be sent to the Public Works Director by the 15th day of the following month.
3. Further, the City may maintain its own log for registering complaints regarding the performance of the Contractor's employees.

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SECTION TEN: Refusal to Pick up Recyclable Material

The Contractor shall not pick-up material under the following circumstances:

1. The Contractor shall continue to collect all of the recyclable materials currently listed in the City's Refuse, Yardwaste and Recycling Guidelines as published on the City's website as of January 1, 2018, regardless of the market value for any particular item; for the entire term of this agreement, and any extension that may be granted.
2. The City and the Contractor shall have the right to renegotiate the terms and payments under this Agreement based upon such market changes.

SECTION ELEVEN: Drop Off Center and Pick up of City Buildings

1. Without any compensation therefore, the Contractor shall provide two (2) covered 20-yard containers (or one (1) 40 yard container) for newspaper and comingled recyclables for the drop-off of recycled material twenty four (24) hours a day.
2. Containers are to be located at the Old Public Works building, 3200 Central Road. The Contractor shall also provide free pick-up service of recycling bins at the following City buildings:
 - City Hall 3600 Kirchoff Road
 - Fire Station Station 15
 - Fire Station Station 16
 - Public Works 3900 Berdnick Street
 - Rolling Meadows Public Library 3110 Martin Lane

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SECTION TWELVE: Protection of Recyclable Materials

City agrees to take such steps as may be reasonably practical to protect The Contractor's ownership and the City's interest in all recyclable materials placed at the curbside for collection by The Contractor under the terms of this Agreement.

SECTION THIRTEEN: Permit and Licenses

The Contractor, at its sole cost and expense, shall maintain throughout the term of this Agreement, all permits, licenses, including a City Business Licenses, insurance and approvals necessary or required for The Contractor to perform the work and services described herein.

SECTION FOURTEEN: Independent Contractor

1. The Contractor shall perform all work and services described, herein as an independent contractor and not as an officer, agent, servant, or employee of the City.
2. The Contractor shall have exclusive control of, and the exclusive right to control the details of the services and work performed hereunder, in accordance with the terms of this Agreement, and all persons performing the same.
3. Nothing herein shall be construed as creating a partnership or joint venture between City and The Contractor.
4. No person performing any of the work or services described hereunder shall be considered an officer; agent, servant, or employee of the City, and no such person shall be entitled to any benefits available or granted to employees of the City.

SECTION FIFTEEN: Non-Assignment

1. Neither The Contractor nor City shall assign, transfer, convey, or otherwise hypothecate this Agreement or their rights, duties, or obligations hereunder, or any part thereof, without the prior written consent of the other.
2. If at such time, during the term of this contract, the Contractor's company name changes the Contractor shall notify the City in writing within 10 business days of this name change, and provide the City with all required documentation and forms detailing the name changes.

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SECTION SIXTEEN: Compliance with Laws and Regulations

The Contractor agrees that, in all performance of work and services under this Agreement, The Contractor will qualify under and comply with any and all Federal, State, and Local laws and regulations now in effect or hereafter enacted during the term of this Agreement which are applicable to The Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

SECTION SEVENTEEN: Equal Employment Opportunity

1. The Contractor shall comply with all provisions of the Equal Employment Opportunity clause.
 2. In the event of The Contractor's noncompliance with the provisions of this Equal Employment Opportunity clause, the Illinois Human Rights Act or the Illinois Department of Human Rights Rules and Regulations, The Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.
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SECTION EIGHTEEN: Prevailing Wage

1. When Applicable, not less than the prevailing rate of wages, as found by the Illinois Department of Labor or the City, or determined by a court on review, shall be paid to all laborers, workers, and mechanics performing work under this contract.
2. The Contractor, and each subcontractor, shall keep an accurate record showing the names and occupations of all laborers, workers, and mechanics employed by them on this contract and also showing the actual hourly wages paid to each of such persons.
3. The submission by The Contractor and each subcontractor of payrolls, or copies thereof, **shall be required as of July 1, 2021.**
4. The Contractor and each subcontractor shall preserve their weekly payroll records for a period of three years from the date of completion of this contract.
5. If the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid for the occupation, the revised rate, as provided by the Illinois Department of Labor, shall apply to this contract.
6. The Contractor assumes full responsibility for complying with all prevailing wage requirements throughout the term of this contract.

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SECTION NINETEEN: Insurance Requirements

The contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

1. Minimum Scope of Insurance - Coverage shall be at least as broad as:
 - a. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the City named as additional insured, on a form at least as broad as the attached sample endorsement including ISO Additional Insured Endorsement CG 2010 (Exhibit A), CG 2026 (Exhibit B), CG2037 - Completed Operations; and
 - b. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."
 - c. Workers' Compensation as required by the Workers' Compensation Act of the State of Illinois and Employers' Liability insurance.
 - d. Environmental Impairment/Pollution Liability Coverage for pollution incidents as a result of a claim for bodily injury, property damage or remediation costs from an incident at, on or migrating beyond the contracted work site. Coverage shall be extended to Non-Owned Disposal sites resulting from a pollution incident at, on or mitigating beyond the site; and also provide coverage for incidents occurring during transportation of pollutants.

2. Minimum Limits of Insurance
 - a. Contractor shall maintain limits no less than the following:
 - b. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
 - c. Owners and Contractors Protective Liability (OCP): \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
 - d. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.

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Minimum Limits of Insurance Continued

- e. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.
- f. Environmental Impairment/Pollution Liability: \$1,000,000 combined single limit per occurrence for bodily injury, property damage and remediation costs.

3. Deductibles and Self-Insured Retentions

- a. Any deductibles or self-insured retentions must be declared to and approved by the City.

4. Other Insurance Provisions

- a. The policies are to contain, or be endorsed to contain, the following provisions:
 - b. General Liability and Automobile Liability Coverage
- c. The City, its officials, agents, employees and volunteers are to be covered as additional insured as respects: liability arising out of the Contractor's work, including activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, agents, employees and volunteers.
- d. The Contractor's insurance coverage shall be primary as respects the City, its officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officials, agents, employees and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- e. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees, agents and volunteers.

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Other Insurance Provisions Continued

- f. The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against who claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- g. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Contractor shall be required to name the City, its officials, employees, agents and volunteers as additional insured.
- h. All general liability coverage shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
- i. The contractor and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by City. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as *Kotecki v. Cyclops Welding*.

5. Workers' Compensation and Employers' Liability Coverage

The insurer shall agree to waive all rights of subrogation against the City, its officials, employees, agents and volunteers for losses arising from work performed by Contractor for the City.

6. All Coverage

- a. Each insurance policy required shall have the City expressly endorsed onto the policy as a Cancellation Notice Recipient.
- b. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

7. Acceptability of Insurers

- a. Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

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8. Verification of Coverage

- a. Contractor shall furnish the City with certificates of insurance naming the City, its officials, employees, agents and volunteers as additional insureds (Exhibit D), and with original endorsements affecting coverage required by this clause.
- b. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- c. The certificates and endorsements are to be received and approved by the City before any work commences.
- d. The following additional insured endorsements may be utilized: ISO Additional Insured Endorsements CG 2010 (Exhibit A) or CG 2026 (Exhibit B), and CG 2037 (Exhibit C) – Completed Operations, where required.
- e. The City reserves the right to request full certified copies of the insurance policies and endorsements.

9. Subcontractors

- a. Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor.
- b. All coverage for subcontractors shall be subject to all of the requirements stated herein.

10. Assumption of Liability

- a. The contractor assumes liability for all injury to or death of any person or persons including employees of the contractor, any sub-contractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this agreement.

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11. Safety/Loss Prevention Program Requirements

- a. Contractor will provide written confirmation that a safety/loss prevention program is in place at the starting date of this contract period.
- b. Evidence of completed employee safety training can be provided.

12. Regulatory Requirements

- a. Contractor must comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the work. Included within the scope of the laws, regulations, and rules referred to in this paragraph but in no way to operate as a limitation, are Occupational Safety & Health Act (OSHA), Illinois Department of Labor (IDOL), Department of Transportation, all forms of traffic regulations, public utility, Intrastate and Interstate Commerce Commission regulations, Workers' Compensation Laws, Prevailing Wage Laws, the Social Security Act of the Federal Government and any of its titles, the Illinois Department of Human Rights, Human Rights Commission, or EEOC statutory provisions and rules and regulations.
- b. Evidence of specific regulatory compliance will be provided by contractor, if required by owner.

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SECTION TWENTY: Indemnity/Hold Harmless Provision

1. To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the City, its officials, employees and agents against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in any way accrue against the City, its officials, agents and employees, arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may in any way result therefore, except that arising out of the sole legal cause of the City, its employees or agents, the Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the City, its officials, employees and agents, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.
2. Contractor expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City, its officials, employees and agents as herein provided.

SECTION TWENTY ONE: Termination.

1. In the event The Contractor materially defaults in the performance of any of the covenants or agreements to be performed by it pursuant to the terms of this Agreement, City shall notify The Contractor in writing of the nature of such default. Within fifteen (15) days following such notice: The Contractor shall correct the default;
2. In the event of a default not capable of being corrected within fifteen (15) days, The Contractor shall commence correcting the default within fifteen (15) days of City's notification thereof, and thereafter correct the default within thirty (30) days. Total 45 days from notice.
3. If The Contractor fails to correct the default as provided above, City, without further notice, shall have all of the following rights and remedies which City may exercise singly or in combination; to be determined in its sole discretion. The right to declare that this Agreement together with all rights granted The Contractor hereunder are terminated, effective upon such date as City shall designate; and
4. The right to contract with others to perform the services otherwise to be performed by The Contractor, or to perform such services, itself.

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5. Any and all the rights under federal, state or local laws.
6. In the event that The Contractor becomes aware of any condition which may result in The Contractor's default or breach of any material terms of this Agreement, The Contractor shall notify the City within fifteen (15) days of said condition. Failure to so notify the City shall result in termination of the Agreement at the City's option.
7. If The Contractor fails to perform in a timely manner any of its obligations under this Agreement, and such failure is due in whole or in part to any strike, lockout, labor trouble, civil disorder, riots, insurrections, war, fuel shortages, casualties, acts of God, then The Contractor shall not be deemed in default hereunder as result of such failure.

SECTION TWENTY TWO: BREACH, Events of Defaults and Remedies

1. Each of the following shall constitute a Breach on the part of the Contractor:
 - a. Failure of the Contractor to perform timely any obligation with respect to the collection of Recyclables under this Agreement except that such failure shall constitute a Breach only if such failure remains unresolved for seventy two (72) hours after notice to the Contractor from the City of such failure;
 - b. The Contractor's being or becoming insolvent or bankrupt or ceasing to pay its debts as they mature or making an arrangement with or for the benefit of its creditors or consenting to or acquiescing in the appointment of a receiver, trustee or liquidator for a substantial part of its property;
 - c. A bankruptcy, winding up, reorganization, insolvency, arrangement or similar proceeding being instituted by the Contractor under the laws of any jurisdiction;
 - d. A bankruptcy, reorganization, insolvency, arrangement or similar proceeding being instituted against the Contractor under the laws of any jurisdiction, which proceeding has not been dismissed within one hundred twenty (120) days;
 - e. Any action or answer by the Contractor approving of, consenting to or acquiescing in any such proceeding; and
 - f. The levy of any distress, execution or attachment upon the property of the Contractor which shall (or which reasonably might be expected to) substantially interfere with its performance under this Agreement.

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2. Each of the following shall constitute a Breach on the part of the City:
 - a. Failure of the City to pay, within sixty (60) days after notice from the Contractor of such nonpayment, amounts which are undisputed or which are determined to be due to the Contractor under this Agreement;
 - b. The City's being or becoming insolvent or bankrupt or ceasing to pay its debts as they mature or making an arrangement with or for the benefit of its creditors or consenting to or acquiescing in the appointment of a receiver, trustee or liquidator for a substantial part of its property;
 - c. A bankruptcy, reorganization, insolvency, arrangement or similar proceeding being instituted by the City under the laws of any jurisdiction;
 - d. A bankruptcy, reorganization, insolvency, arrangement or similar proceeding being instituted against the City under the laws of any jurisdiction, which proceeding has not been dismissed within one hundred twenty (120) days;
 - e. Any action or answer by the City approving of, consenting to or acquiescing in any such proceeding; and
 - f. The levy of any distress, execution or attachment upon the property of the City which shall (or which reasonably might be expected to) substantially interfere with the City's performance hereunder.

3. Remedies of City - If a Breach occurs, the City may exercise (subject to the Contractor's right(s) any one or more of the following:
 - a. The City may terminate this Agreement immediately, upon notice to the Contractor and, subject to the provisions of subsection (5) below, upon such termination the Contractor shall cease providing services under this Agreement. Upon any such termination of this Agreement, the Contractor shall for a period requested by the City, but not longer than six (6) months, continue to perform the contractual services during which period the City shall continue to pay the Contractor its scheduled compensation;
 - b. The City may seek and recover from the Contractor any unpaid amounts due the City, all its substantiated costs for the failure of the Contractor to perform any obligation under this Agreement and all damages, whether based upon contract, negligence (including tort), warranty, delay or otherwise, arising out of the performance or non-performance by the Contractor of its obligations under this Agreement. The Contractor, however, shall not be liable to the City for indirect, consequential, special or punitive damages for Breach of this Agreement;

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- c. The City may (A) call upon the sureties to perform their obligations under performance bonds or letter of credits, or (B) in the alternative, after releasing the sureties from their obligations under the performance bonds or letters of credit, take over and perform the required services by its own devices, or may enter into a new contract for the required services, or any portion thereof, or may use such other methods as shall be required in the opinion of the City for the performance of the required services;
- d. The City shall have the power to proceed with any right or remedy granted by federal laws and laws of the State as it may deem best, including any suit, action or special proceeding in equity or at law for the specific performance of any covenant or agreement contained herein or for the enforcement of any proper legal or equitable remedy as the City shall deem most effectual to protect the rights aforesaid, insofar as such may be authorized by law; and
- e. No remedy by the terms of this Agreement conferred upon or reserved to the City is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the City. No delay or omission to exercise any right or power accruing upon any Breach by the Contractor shall impair any such right or power or shall be construed to be a waiver of any such Breach by the Contractor or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. No waiver of any Breach by the Contractor shall extend to or shall affect any subsequent default or Breach by the Contractor or shall impair any rights or remedies consequent thereto.
- f. This Section shall survive the termination of this Agreement.

4. Remedies of Contractor

- a. If a Breach, by the City occurs, the Contractor may terminate this Agreement immediately, upon notice to the City. In such event, the Contractor's sole remedy shall be to seek and recover from the City any unpaid amounts due the Contractor for 100% of services rendered and any damages as a result of the Breach by the City.
- b. The Contractor shall not be entitled to specific performance or any other equitable remedies.
- c. This Section shall survive termination of this Agreement.

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SECTION TWENTY THREE: Performance Bond Letter of Credit.

1. Within ten (10) days from the execution of this Agreement by all parties, The Contractor shall provide the City with a Performance Bond or an Irrevocable Letter of Credit in the amount of 50% of the total contract's billings, (based on a twelve (12) month term).
2. This Performance Bond or an Irrevocable Letter of Credit shall be renewed annually for an amount equal to the first year's value.
3. If the contract is extended by any length of time the Performance Bond or an Irrevocable Letter of Credit shall also be extended for a similar length of time.
4. Said Letter of Credit shall be payable upon demand to the City and in a format approved by the City Attorney and payable to the City.
5. The performance bond or Letter of Credit shall remain in effect for the term of the contract. The performance bond shall have as surety a corporate surety having a Best's rating of no less than B+VII and licensed to do business in the State of Illinois.
6. The Contractor agrees that in the event The Contractor fails to fulfill any of the provisions stipulated in this contract, the City may, at its option, without waiving any of its other rights, hire such persons and equipment and enter such contracts as they may deem necessary to perform the work described in the contract and the City shall have the right to withdraw the value of said work from Letter of Credit or, at the City's option, seek payment from the company providing The Contractor's performance bond. In addition, the City shall be entitled to reimbursement by The Contractor of all expenditures including all costs, expenses, and attorney's fees resulting from such failure of performance on the part of The Contractor and the pursuit of its remedy.

City of Rolling Meadows
Agreement to Provide Residential
Curbside Recycling Collection Services

SECTION TWENTY FOUR: The Contractor's Records. The Contractor shall maintain its books and records related to the performance of this Agreement in accordance with the following minimum requirements:

1. The Contractor shall maintain any and all ledgers, books of account, invoices, vouchers and canceled checks, as well as all other records or documents evidencing or relating to charges for services, expenditures or disbursements borne by the City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to The Contractor pursuant to this Agreement.
2. The Contractor shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.
3. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time, during regular business hours, upon written request by City representative. The records shall be available to City representative at The Contractor's address indicated for receipt of notices in this Agreement.

SECTION TWENTY FIVE: Other Reports.

1. The Contractor shall provide to the Public Works Director a monthly data analysis of the recyclable material collected in Rolling Meadows.
2. The report shall detail the poundage of the various commodities collected and the subsequent diversion and participation rates.
3. This report shall be provided by the 15th of the following month.

SECTION TWENTY SIX: Waiver.

A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or any other provision.

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SECTION TWENTY SEVEN: Contractor Work Stoppage.

1. In the event of a Contractor work stoppage or strike which extends beyond two (2) consecutive days of scheduled collections, The Contractor will make collection equipment, trucks and fuel available to the City at The Contractor's cost in order for collection of recyclable materials to continue as scheduled. The City agrees to hold The Contractor harmless in the event of a claim arising from the City's use and operation of equipment.
2. The Contractor will remove the collection and transportation cost from the monthly The Contractor invoice for services to the City reflecting the missed days of collection.
3. Force Majeure: The obligations of the Contractor hereunder shall be suspended in the event the collection, transportation or disposal of Recyclables is prevented by a cause or causes beyond the reasonable control of the Contractor. Such causes shall include, but not be limited to, acts of nature, acts of war, riot, fire, flood or sabotage, acts of terrorism.
 - a. In the event any of the foregoing occurs the Contractor asserts a right to suspend performance.
 - b. Under this Section, the Contractor shall:
 - i. within a reasonable time after it has knowledge of the effective cause, notify the City of the cause for suspension, the performance suspended and the anticipated duration of suspension and,
 - ii. advise the City when the suspending event has ended and when performance will be resumed, which in no event shall be longer than 5 business days.
 - c. Once the suspending event ends, the Contractor will promptly resume performance.

SECTION TWENTY EIGHT: Law to Govern.

This Agreement is entered into and is to be performed in the State of Illinois. City and The Contractor agree that the laws of the State of Illinois shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement.

SECTION TWENTY NINE: Titles of Sections.

Section headings inserted herein are for convenience only, and are not intended to be used as aids to interpretation and are not binding on the parties.

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SECTION THIRTY: Amendment.

This Agreement may be modified or amended only by a written agreement duly executed by the parties hereto or their representatives.

SECTION THIRTY ONE: Severability.

The invalidity of one or more of the phrases, sentences, clauses or Sections contained in this Agreement shall not affect the validity of the remaining portion of the Agreement so long as the material purposes of this Agreement can be determined and effectuated.

SECTION THIRTY TWO: Dispute Resolution

1. In the event any controversy, claim or dispute between the Contractor and the City shall arise with respect to the provisions of this Agreement or the transactions contemplated by this Agreement, the City and the Contractor shall undertake in good faith to resolve the dispute.
2. The Contractor and the City shall continue to perform diligently their respective obligations under this Agreement
 - a. Notwithstanding the existence of any dispute, controversy or claim and during the pendency of any judicial, administrative or other dispute resolution process which is commenced by one or both parties.
 - b. Notwithstanding the preceding provisions of this subsection, a party may until payment discontinue performance of its obligations under this Agreement if the other party has failed to pay amounts which are undisputed and due or which are finally determined to be due.
3. This Section shall survive the termination of this Agreement

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SECTION THIRTY THREE: Change in Law

1. The parties agree to enter into negotiations regarding a price adjustment for Contractor's performance of future services under this Agreement in the event that there is (i) a Change in Law or (ii) a force majeure event, and either such event will cause an increase in Contractor's future costs of performing its obligations under this Agreement, including, but not limited to, increased costs due to newly enacted taxes, fees, surcharges or impositions by local, state or federal governments.
2. For the avoidance of doubt a Change in Law or force majeure event shall not include the renegotiation of a labor contract or increased costs for any equipment.

Successors and Assigns.

This Agreement shall be binding upon the parties hereto, their permitted successors and assigns.

1. This Agreement and any Exhibits attached hereto contain the entire Agreement between the parties as to the matters contained herein.
2. Any oral representations or modifications concerning this Agreement shall be of no force and effect.

SECTION THIRTY FOUR: Rebate Program/Revenue Sharing Program

There is currently no rebate program to be established upon the commencement of this Agreement. Should there be opportunity for the recyclables market to financially warrant the establishment of a rebate program for materials, the City and the Contractor shall negotiate the terms of such rebate program, in the general procedures as identified within the Contractor's proposal to the City for curbside recycling collection services, dated April 26, 2021.

The Contractor's proposal states "We propose high-side ONP #8 Newspaper price (Chicago) minus \$50.00 per ton processing fee. Revenue share would be 50% of the difference with the floor pricing of \$7.50 per ton."

Periodic monitoring of the recyclables market is to be the responsibility of the Contractor and the City.

SECTION THIRTY FIVE: Payments/Invoices to the City

The contractor shall submit to the City invoices for curbside recycling collection on a monthly basis. Submittals may be made during the month for which services are being provided, for payment to the contractor by the 30th day of the following month.

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SECTION THIRTY SIX: Notices.

All notices required or contemplated by this Agreement shall be personally served or mailed, postage prepaid and return receipt requested, addressed to the parties as follows:

To City
Barry Krumstok, City Manager
3600 Kirchoff Road
Rolling Meadows, IL 60008
847-394-8500

with required copies to:

1) James E. Macholl
Storino, Ramello & Durkin
9501 West Devon Avenue
Rosemont Illinois 60018
E-mail: srd@SRD-law.com
Phone: (847) 318-9500

2) Robert Horne, Director of Public Works
3900 Berdnick Street
Rolling Meadows, IL 60008
E-mail: horner@cityrm.org
Phone: (847) 963-0500

To Contractor:
Patrick Flood/Mike Flood
Flood Brothers Disposal Company
17 W 609 14th Street
Oakbrook Terrace, IL 60181
Phone: (773) 626-5800

or to such other address as the parties may designate in writing.

City of Rolling Meadows
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Curbside Recycling Collection Services

Signatory Page

IN WITNESS WHEREOF, the parties hereto have set their hands and signed this agreement as of this the 23rd day, of June, 2021.

CITY OF ROLLING MEADOWS, a Municipal Corporation

By: _____
Joe Gallo, Mayor

Attest:

By: _____
City Clerk

Flood Brothers Disposal Company

By: [Signature] _____
President

Attest:

By: [Signature] _____

Council Action Summary – January 27, 2026

Agenda Location: Consent Resolutions

J) Authorize a Performance Bonus for City Manager Rob Sabo

Attachments:

- Proposed Resolution

Background:

Consistent with the direction of the City Council and the City Manager Employment Agreement, this Resolution authorizes the payment of a performance bonus to Manager Sabo in the amount of \$35,000 for Manager Sabo's successful completion of certain goals and objectives for the 2025 calendar year, as mutually established by Manager Sabo and the City Council and necessary for the proper operation of the City and the attainment of the City Council's policy objectives. This bonus will be paid to Manager Sabo on or before March 31, 2026.

RESOLUTION NO. 26-R-13

**A RESOLUTION AUTHORIZING A PERFORMANCE BONUS
FOR CITY MANAGER ROB SABO**

WHEREAS, the City Council of the City of Rolling Meadows has determined that Manager Rob Sabo has successfully completed certain goals and objectives for the 2025 calendar year, which goals were mutually established by Manager Sabo and the City Council and deemed necessary for the proper operation of the City and the attainment of the City Council's policy objectives.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Rolling Meadows, Cook County, Illinois that, in accordance with the City Manager Employment Agreement, Manager Rob Sabo shall receive a performance bonus in the form of a one-time, lump-sum payment in the gross amount of Thirty-Five Thousand (\$35,000.00) Dollars, subject to regular taxes and withholdings, to be paid on or before March 31, 2026.

BE IT FURTHER RESOLVED that the City Manager and the Finance Director are hereby authorized and directed to take such further action as may be necessary, appropriate or advisable to implement this Resolution.

ADOPTED this 27th day of January, 2026, by the City Council of the City of Rolling Meadows on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 27th day of January, 2026.

Lara Sanoica, Mayor

ATTESTED and filed in my office,
this 27th day of January, 2026.

Judith Brose, Deputy City Clerk

COUNCIL ACTION SUMMARY – January 27, 2026

Agenda Location: Consent Resolutions

K) Authorize the Fiscal Year 2026 Locating Services Contract with US Infrastructure Corporation (USIC) in a Not to Exceed Amount of \$66,201.00

Attachments:

- Resolution
- USIC Locating Services Contract

Summary/Background:

In 2021, the Public Works Department switched from in-house locating to utilizing USIC’s services for performing locates on City utilities. USIC is the sole provider of locating services in our region that can meet the needs of our community. This alteration allowed the Public Works Department to complete other proactive tasks that benefit the department.

This professional service contract enables the contractor, who is already on-site performing locates for other utilities, to utilize City GIS data to perform locates of City infrastructure simultaneously. The contract is consistent with the other communities contracting similar services that participated in the Municipal Partnering Initiative. USIC is the sole provider of locating services in the region that can meet the needs of communities of this size and currently conducts locating services for all the major utilities (ComEd, AT&T, Comcast, Nicor, etc.). The community members currently utilizing their services include Wheeling, Glenview, and Highland Park.

Public Works has budgeted \$66,201.00 for the 2026 budget for USIC utility locating services in the Utility Fund, which can be utilized to cover the fees for their locating services; 20-70-5030-54610, 20-70-5035-54610, and 20-70-5040-54610.

Below is a summary of fees which fall in line with our current contract:

Rolling Meadows, IL - Pricing

Year	Per Ticket	Project	Normal Emergency	Damage Inv.
2024	\$18.42	\$16.39	\$43.71	\$300.50

2025	\$18.97	\$16.88	\$45.02	\$309.52
2026	\$19.54	\$17.39	\$46.37	\$318.81

Staff is requesting the City Council approve the Utility Locating Contract for FY 2026.

Previous Council Action:

- **11/25/25:** Ordinance # 25-66 Approval of FY 2026 City Budget which contains funding for Utility Locating Services in the amount of \$66,201.00.

Recommendation: To approve the Resolution as presented.

RESOLUTION NO. 26-R-14

A RESOLUTION TO AUTHORIZE THE FISCAL YEAR 2026 LOCATING SERVICES CONTRACT WITH US INFRASTRUCTURE CORPORATION (USIC) IN A NOT TO EXCEED AMOUNT OF \$66,201.00

WHEREAS, The City of Rolling Meadows (“City”) is responsible for locating utility services owned by the City; and

WHEREAS, the City is a home-rule community, and the City Council may waive formal bidding procedures if it determines that such action is in the best interest of its residents; and

WHEREAS, in 2021, the City entered into an auto-renewing contract with USIC to perform Utility locating services on behalf of the City; and

WHEREAS, USIC is the sole source for locating services in our region for our size of municipality, and conducts locates for other utilities; and

WHEREAS, the Public Works Director is recommending that the City use US Infrastructure Company (USIC) to perform JULIE Utility Locate Services as defined in the contract; and

WHEREAS, USIC is recommended for this service because of the uniqueness of the services they offer, the quality of their expertise and technical support, their familiarity with the instrumentation and service standardization in the City; and

WHEREAS, funds have been provided for in the 2026 budget in accounts 20-70-5030-54610, 20-70-5035-54610, and 20-70-5040-54610.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE COUNCIL OF THE CITY OF ROLLING MEADOWS, ILLINOIS, as follows;

Section 1. Recitals. The recitals set forth above are hereby incorporated into and made a part of this Resolution as though set forth in this Section 1.

Section 2. Approval. The Mayor and City Council hereby authorize the City Manager to enter into agreements and other necessary documents with USIC Locating Services in a not to exceed amount of \$66,201.00.

Section 3. Waiver of Competitive Bidding. To the extent any competitive bidding requirements apply to the agreements with USIC, such competitive bidding requirements are hereby waived pursuant to section 8-9-1 of the Illinois Municipal Code (65 ILCS 5/8-9-1).

Section 4. Effective Date. This Resolution shall be in full force and effect after its approval in the manner provided by law.

AYES:

NAYS:

ABSENT:

Passed and approved this 27th day of January, 2026.

Lara Sanoica, Mayor

ATTEST:

Judith Brose, Deputy City Clerk

FACILITIES LOCATING AND MARKING
SERVICE CONTRACT

THIS CONTRACT is entered into as of June 23, 2021, and is by and between USIC Locating Services, LLC, an Indiana limited liability company, (**USIC**), and City of Rolling Meadows, (**Customer**), each individually a party, and collectively, the parties.

BACKGROUND

- A. Customer owns and operates Facilities in the geographic area described on Exhibit A to this Contract (**Excavation Notification Area**).
- B. Customer desires to have USIC provide the necessary labor and equipment to provide certain services relative to locating and marking Customer's Facilities in the Contract Service Area.

CONTRACT

Based on the Background set forth above and in consideration of the mutual covenants, terms and conditions set forth below, USIC and Customer agree as follows:

- 1. Definitions. In addition to the terms defined above the following capitalized terms when used in this Contract shall have the following meanings:
 - 1.1 **Advance Locate Service** means conductive, inductive, and map based measurement locating methods which may include hand digging and/or vacuum excavation to accurately complete a Locate which may include hand digging and/or vacuum excavation.
 - 1.2 **APWA** means the American Public Works Association and its Underground Utility Location and Coordination Council.
 - 1.3 **Atypical Condition (AC)** means any unusual condition, exigency, or occurrence at a given worksite that requires USIC's use of extra resources (including but not limited to manhole or vault entry, Unlocatable Facilities,

labor, time, and equipment) outside of those routinely expended by USIC to accurately and safely complete a Locate.

- 1.4 **Contract Year** means the 365 (366 if period includes February during a leap year) days beginning with the date this Contract begins and the anniversary date each year after.
- 1.5 **Custom Reporting** means any reporting request from customer to USIC that cannot be accomplished by customer via USIC customer portal.
- 1.6 **Customer's Facilities** means any Facilities owned or operated by Customer.
- 1.7 **Damage Investigation Fee** means the fee charged to Customer for any damage investigation performed by USIC (to include Site photographs, measurements and/or other applicable forensic data) from which it is determined USIC is not at fault.
- 1.8 **Damage to Customer's Facilities** means the penetration or destruction of any protective coating, sheath, housing or other protective facility of underground plant, the partial or complete severance of underground plant, or the rendering of any underground plant partially or completely inoperable.
- 1.9 **Emergency Normal Hours Locate** means a request for a Locate that arises from a condition that threatens life, health or property as defined by applicable state law and are transmitted during USIC's normal, non-holiday business hours Monday through Friday (7:00 am – 5:00 pm).
- 1.10 **Emergency After Hours Locate** means a request for a Locate that arises from a condition that threatens life, health or property as defined by applicable state law and is transmitted on weekends or on weekdays outside of the USIC's normal business hours (7:00 am – 5:00 pm).
- 1.11 **Emergency Holiday Locate** means a request for a Locate that arises from a condition that threatens life, health or property as defined by applicable

state law and/or is transmitted on any Federally observed holiday (New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Days, Thanksgiving Day, Christmas Day) or any state One-Call holiday

- 1.12 **Environmental Handling Fee** means a fee imposed to cover USIC's cost and labor associated with proper use, disposal, and storage or recycling of any hazardous or harmful material to the environment.
- 1.13 **Excavator** means any person or entity which engages directly in excavation.
- 1.14 **Facilities** means any item used in connection with the storage or conveyance of water, sewage, electronic telephonic or telegraphic communications, cablevision, electric energy, petroleum products, gas, gaseous vapors, hazardous liquids or other substance including, but not limited to, pipes, sewers, conduits, cables, valves, lines, wires, manholes, attachments and those parts of poles or anchors, either above or below ground.
- 1.15 **Gridding (also known as "Excavation Notification Area")** means the geographic boundary area identified by Customer and provided to the applicable state One-Call center which is used to determine whether a request for Locate will generate a ticket for Customer after receipt of an Excavator's notification of intent to excavate (i.e., receipt of a locate ticket).
- 1.16 **Hazardous Materials** means any toxic or hazardous substance, hazardous material, dangerous or hazardous waste, dangerous good, radioactive material, petroleum or petroleum-derived products or by-products, or any other chemical, substance, material or emission, that is regulated, listed or controlled pursuant to any national, state, provincial, or local law, statute, ordinance, directive, regulation or other legal requirement of the United States ("U.S.") or the country of the Site.

- 1.17 **High Profile Facilities** means non-residential fiber cables, telecom cables 1200 pair or greater, electrical switchgears, 1000MCM(Mill) cable, 6" or greater gas mains, and 10" or greater water mains.
- 1.18 **Interruption of Service** means an interruption in the services provided by Customer to its customers arising from a Damage to Customer's Facilities.
- 1.19 **Locatable Facilities** means Customer's Facilities that can be located with Reasonable Accuracy by using devices designed to respond to the presence of Customer's Facilities, together with records and facility prints, drawings, and maps of sufficient accuracy, but shall specifically not include Unidentifiable Facilities and Unlocatable Facilities.
- 1.20 **Locate** means the process of providing Locate Services in response to an Excavator's notice of intent to excavate in accordance with this Contract.
- 1.21 **Locate Service** means using Standard Locate Services or Advance Locate Services to determine: 1) the presence or absence of Customer's Facilities; 2) whether Customer's Facilities conflict with proposed excavations; and 3) where appropriate, the Marking of the proper path or routes of Customer's Facilities with Reasonable Accuracy.
- 1.22 **Locator At Fault Damage** means Damage to Customer's Facilities caused by an Excavator that occurs as a direct result of USIC not performing the Locate with Reasonable Accuracy. Locator At Fault Damage does not include alleged Damage to Customer's Facilities arising from USIC's late or untimely Locates that were performed with Reasonable Accuracy prior to the damage occurring.
- 1.23 **Locator Not At Fault Damage** means Damage to Customer's Facilities caused by an Excavator or other third party that occurs for any other reason other than USIC not performing the Locate with Reasonable Accuracy.
- 1.24 **Marking** means the use of stakes and flags, paint or other clearly identifiable materials at appropriately distanced intervals and at each divergence from

a straight line in accordance with the current marking standards of the APWA.

- 1.25 **Project Locate** is a ticket type designated by the state one call center or is any Locate that involves multiple addresses or requires more than 30 minutes to Locate Facilities at the excavation Site. Project Locate time is tracked using system time thresholds and may include any ticket type (including but not limited to tickets designated as routine, normal, and/or emergency).
- 1.26 **Reasonable Accuracy** means the placement of appropriate Markings within the applicable state's tolerance zone.
- 1.27 **Repair Costs** means the reasonable and customary, actual costs incurred by Customer to repair Damage to Customer's Facilities arising from Locator At Fault Damages, but shall specifically exclude any Third Party Claims. "Repair Costs" is equal to only the actual labor, equipment, and material costs incurred by Customer to repair the Damage to Customer's Facilities as supported by actual invoice and/or receipts for work completed by each repair contractor. This shall include reasonable and customary costs incurred by Customer's in-house labor and 3rd party contractor(s), where an itemized breakdown for all parties included in the repair is submitted. "Repair Costs" specifically excludes, except where prohibited by law: the costs and expenses listed in paragraph 7.2; overhead charges; costs arising from betterment of plant (which shall include, among other things, any upgrade, improvement, reinforcement, enlargement or extension of Customer's Facilities); administrative charges including third party administrator fees; and costs arising out of collection actions, whether incurred by the Customer or collection agencies.
- 1.28 **Services** means the services to be provided by USIC under this Contract.
- 1.29 **Site** means the premises where Services are performed and Customer has ownership or exercises control.

- 1.30 **Site Visit** means to visit the Site of a request for a Locate, but there are no Locatable Facilities to be marked.
- 1.31 **Standard Locate Service** means 1) determining whether the Customer's Facilities are in conflict with proposed excavations when employing one conductive hook-up point on either side of a Locate target that is Identifiable, and 2) Marking, where appropriate, the proper path or routes of Customer's Facilities with Reasonable Accuracy.
- 1.32 **Telecommunications Vault or Manhole Entry** as stated 29 CFR 1910.269(x) is defined as an "enclosed space" or as a working space, such as a manhole, vault, tunnel, or shaft, that has limited means of egress or entry, that is designed for periodic employee entry under normal conditions, and that does not contain a hazardous atmosphere, but that may contain a hazardous atmosphere under abnormal conditions. "Manhole vaults" are confined spaces where a person's entire body can enter as opposed to "handhole vaults" where a person can reach in only. USIC personnel are authorized to only enter telecommunications manhole vaults when a second person is onsite, but not inside the manhole vault, in a supporting safety role.
- 1.33 **Third Party Claims** means any claims for losses, fines, penalties, damages, costs, fees, or expenses made by a person not a party to this Contract arising from or related to Damages to Customer's Facilities, including but not limited to, claims as a result of (a) injury to or death of any person, (b) damage to or loss or destruction of any property, or (c) losses identified in Section 7.2.
- 1.34 **Ticket** means the document generated at and transmitted by the One-Call center to USIC containing each request for Locate.
- 1.35 **Unidentifiable Facilities** means Customer's Facilities that are neither apparent on the records, facility prints, drawings, or maps provided by Customer or from a Visual Examination.

- 1.36 **Unlocatable Facilities, including untonable facilities**, means Customer's Facilities whose presence is known either from records provided by Customer or a Visual Examination, but which cannot be Marked with Reasonable Accuracy using Standard Locate Service procedures employed by USIC.
- 1.37 **Visual Examination** means an attempt to determine the existence of Customer's Facilities at an excavation site by a reasonable visual inspection of the dig site rather than from Customer's maps and records.
- 1.38 **Watch and Protect** means to oversee Customer's Facilities during unusual or extensive excavation projects (i.e. road widening projects, sewer projects, etc.) and providing appropriate Locate Services as may be dictated by the nature and scope of the excavations. Service requires preauthorization or prior agreement by the parties regarding criteria to be applied.
- 1.39 **White-Lining** means the Excavator designates the route and/or area to be excavated using white premarking either onsite or electronically (when available through the One-Call center), prior to or during the request for the Locate. The route of the excavation is marked with white paint, flags, stakes, lines, polygons, or a combination of these to outline the dig site prior to or during notification to the One-Call center and before the locator arrives on the job.

2. Responsibilities of USIC

- 2.1 USIC shall furnish all labor, materials, and equipment necessary to perform Locate Services for Customer within the Contract Service Area, except for the maps and records to be provided by Customer under Section 3.1. All Ticket transmittals to USIC shall come directly from the One-Call center for the Contract Service Area.
- 2.2 Upon receipt of a request for a Locate, USIC will assess whether a field visit to the excavation site and a Visual Examination is required to determine if a conflict exists between the Customer's Facilities and the proposed

excavation. If USIC determines that no field visit or Visual Examination is necessary, USIC will proceed under section 2.4 below.

- 2.3 If USIC determines that there are underground Locatable Facilities present at the excavation site, USIC will indicate the presence of those Facilities with appropriate Markings.
- 2.4 If USIC determines that Customer's Facilities are not present at the excavation site, USIC will either notify Excavator prior to the proposed excavation that Customer's Facilities are not present or mark the excavation site in a manner to indicate that Customer's Facilities are not present at the proposed excavation site.
- 2.5 Customer agrees that USIC will have the right to screen tickets via prints and other technology which eliminates the requirement for an in person visit to the Site. Customer also agrees that, notwithstanding anything to the contrary contained in this Contract, USIC will not be liable for any damages that occur because of incorrect prints.
- 2.6 If USIC determines that there are Unlocatable Facilities at the excavation site, it will notify Customer and Customer will be responsible for determining what course of action should be followed to assure that the Unlocatable Facilities are not damaged by Excavator. USIC will not be liable for any damages associated with an Unlocatable Facility.
- 2.7 Any maps and records furnished by Customer pursuant to section 3.1 shall remain the property of Customer. USIC agrees to return all copies of such maps and records to Customer upon Customer's written consent or at the termination of this Contract. This obligation of confidentiality shall survive the termination of this Contract. All customers maps and records shall be kept confidential by USIC unless 1) such maps and records were previously known to USIC free of any obligation to keep them confidential; 2) such maps and records are given to USIC by a third party not obligated to keep them confidential; 3) such maps and records become public without any act or omission of USIC; or 4) otherwise, as required by law.

- 2.8 Subject to the terms of section 3.2, USIC shall perform the Services as an independent contractor and as such, USIC has the right to exercise control and supervision of the work and full control over the employment, direction, compensation and discharge of all persons assisting it in performing the Services. Further, USIC agrees that it will be solely responsible for the payment of its employees and for the payment of all federal, state, county and municipal taxes and contributions pertaining thereto.
- 2.9 USIC shall not subcontract the Services or any part of the Services without the prior written approval of Customer, which approval Customer may not unreasonably withhold.
- 2.10 USIC shall comply with the provisions of all applicable permits and licenses relative to the Services to be performed hereunder. USIC shall comply with all applicable laws, ordinances and regulations of the United States, the State or States where the Services are performed, and any unit of local government correctly asserting jurisdiction, applicable to the Services (including, but not limited to Worker's Compensation, Unemployment Insurance and Social Security).
- 2.11 USIC acknowledges that Customer will perform in-house all Emergency After Hour Locates and Emergency Holiday Locates.

3. Responsibilities of Customer

- 3.1 Customer agrees not to suppress or screen any tickets in the Excavation Notification Area that would otherwise come to USIC from the state One-Call center. All Customer tickets shall be transmitted directly to USIC from the state One-Call center.
- 3.2 Customer shall not change existing Gridding such that the volume of tickets received by USIC is reduced with the applicable state One-Call center on or after the Contract Effective Date except as provided in Section 5.4.

- 3.3 Customer agrees to provide USIC with the maps and prints in a GIS format (.shp, .mdb, or .gdb) and One-Call ticket information (One-Call format for the applicable state) via e-mail or web services to USIC's Ticket Management System, so as to permit USIC to provide the Locate Services. Customer acknowledges that it is Customer's responsibility to keep all applicable maps, records, and prints up to date and provide them to USIC in a timely manner via Secure File Transfer Protocol (SFTP.) USIC bears no liability for Customer's failure to provide accurate maps, records, and/or prints, or any damage which arises from inaccurate maps, records, and/or prints.
- 3.4 Customer agrees that it will reasonably cooperate with USIC regarding receipt and resolution of Third Party Claims, which cooperation shall include but not be limited to reasonable information sharing.
- 3.5 Customer will pay USIC for the Locate Services in accordance with the charges set forth on Exhibit A. USIC shall bill for all tickets received from the State One-Call center, on behalf of Customer. USIC will not be responsible for the accuracy, updates to or the completeness of the definition of the Contract Service Area that Customer has provided to the State One-Call center.
- 3.6 Customer agrees to provide USIC with all state-issued 811 codes and a comprehensive Customer Point of Contact list within twenty-four (24) hours of Contract execution.
- 3.7 Customer recognizes White-Lining as a best practice for safe excavations. Customer agrees to use its best efforts to promote proper "White-Lining" by Excavators.
- 3.8 For Locates involving subsurface electric transmission of voltages greater than 33kV: (1) Customer will provide a qualified electric worker to identify the utility locating equipment connection point(s), via Customer's transmission engineering and system expertise; (2) Customer will make the connection(s) safely without requiring entry inside the Minimum Approach Distance for such hazards; (3) Markings will be provided outside the

Minimum Approach Distance. The Locate may require the Customer to make multiple connections to safely reach the full scope of the Ticket. Customer will be notified via email of any Locates with an electric transmission line on the Site and once the Marking is complete.

- 3.9 Customer agrees to perform in-house all Emergency After Hour Locates and Emergency Holiday Locates.

4. Invoicing and Payment Terms

- 4.1 USIC will remit monthly invoices to Customer via Customer specified email address.
- 4.2 All amounts payable under this Contract shall be paid in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505).

5. Term, Termination, Changes and Exclusive Nature of Contract

- 5.1 This Contract shall be effective as of June 28, 2021, and continue for a period of one (1) year, with automatic renewal for consecutive periods of one (1) year on each expiration date, unless sooner terminated pursuant to Section 5.3.
- 5.2 Customer shall use USIC as its exclusive provider of Locate Services within the Excavation Notification Area as identified in Exhibit A.
- 5.3 Either party to this Contract can terminate this Contract upon thirty (30) days' prior written notice to the other. Upon such termination Customer shall only be liable for payment for any Services performed by USIC prior to the effective date of termination.
- 5.4 Either party may at any time propose changes in the schedule or scope of this Contract. USIC is not obligated to proceed with any change until both parties agree upon such change in writing. The written change

documentation will describe the changes in the scope and schedule, and the resulting changes in price and other provisions, as agreed.

6. Investigations of Damage to Customer's Facilities

- 6.1 Should Customer become aware of any Damage to Customer's Facilities that occurs after USIC has been asked to perform a Locate for Customer, the Customer shall promptly, and not later than twelve (12) hours from becoming aware of the Damage, notify USIC. This notification may be made by calling USIC at 1-800-778-9140 or by sending an email to USICDispatch@usicllc.com and should include the street address of the damage location, damage date and size/type of facility. Both parties to this Contract reserve the right and shall be entitled to investigate any reports of Damage to Customer's Facilities.
- 6.2 USIC will investigate incidents of Damage to Customer's Facilities and provide, upon request, a written report of its findings to Customer. Such report will contain USIC's determination as to whether the Damage to Customer's Facilities constitutes a Locator At Fault Damage. Customer shall have thirty (30) days after notification of USIC's completion of the investigation to contest USIC's conclusion. Unless Customer notifies USIC in writing within such time period that it disputes USIC's conclusion as to a Locator At Fault Damage, USIC's conclusion with regard to that issue shall be deemed final and binding with respect to this Contract. If Customer disputes USIC's conclusion, the parties will seek to mutually resolve such dispute and if they cannot, such dispute will be resolved in accordance with section 12.
- 6.3 USIC shall be entitled to collect a Damage Investigation Fee for each investigation, performed by USIC relating to a potential or alleged Damage to Customer's Facilities, unless such investigation concludes or the parties ultimately agree that the damage was Locator At Fault.
- 6.4 Customer agrees that should it fail to notify USIC as provided in section 6.1 of any Damage to Customer's Facilities within twelve (12) hours after Customer receives notice of the damage, then USIC shall not be liable to

Customer for Repair Costs arising from that Damage to Customers' Facilities and Customer shall indemnify USIC against Third Party Claims as applicable, in accordance with Section 7, even if it is later determined that such damage constitutes a Locator At Fault Damage.

6.5 When damages are determined to be Locator At Fault Damage, Customer agrees that USIC will be invoiced for repair costs only with supporting documentation provided with the invoice. Customer agrees not to invoice USIC for third party claims administrator fees.

6.6 Customer agrees to submit all supporting documents and detail for any claims related to USIC's failure to perform within 6 months of date of claims invoice. If USIC does not receive supporting detail to justify the invoice, Customer shall waive the ability to further request payment or withhold payment for USIC due to any contested invoices. This provision does not preclude Customer from seeking remedies in a court of competent jurisdiction.

7. Limitation of Liability and Indemnification

7.1 USIC will be responsible for paying Customer's Repair Costs only if: a) USIC receives a request to provide Locate Services with respect to Customer's Facilities at the location of the Damage, and b) the Damage to Customer's Facilities constitutes a Locator At Fault Damage. Repair Costs payable by USIC shall at no time collectively exceed \$5,000 per incident. If the Damage to Customer's Facilities is not Locator At Fault Damages or if Customer's Facilities are Unidentifiable Facilities or Unlocatable Facilities, USIC's only responsibility will be to provide whatever support to Customer it can reasonably provide to establish whether the Excavator or another third party is liable for such Damage to Customer's Facilities.

7.2 To the fullest extent compliant with applicable law, USIC shall not be liable for loss of profit or revenues, loss of use of equipment or systems, Interruption of Service, cost of replacement power, cost of capital, downtime costs, increased operating costs, administrative costs including third party administrator fees, and any special, consequential, incidental, indirect or

punitive damages, or claims of any customers of Customer for any of the foregoing types of damages. Nothing in Sections 7.1 or 7.2 shall be interpreted to limit liability on the part of USIC for wanton, willful, reckless, or grossly negligent conduct on the part of USIC.

- 7.3 USIC shall indemnify and hold harmless Customer, its agents, employees, officers, directors and shareholders (Customer Indemnities) from and against any and all Third Party Claims to the extent the same arise from Locator At Fault Damages; provided, however, USIC shall not indemnify Customer Indemnities for Third Party Claims arising from Damages that are not Locator At Fault Damages or damages to Unidentifiable Facilities or Unlocatable Facilities or for Third Party Claims that arise from the negligence or willful misconduct of Customer, its agents or employees.
- 7.4 Customer shall indemnify and hold harmless USIC, its agents, employees, officers, directors and shareholders (USIC Indemnities) from and against any and all Third Party Claims to the extent the same arise from Damage to Customer Facilities if the Customer's Facilities were either Unidentifiable Facilities or Unlocatable Facilities or if the Third Party Claims arose from the negligence or willful misconduct of Customer, its agents or employees.

8. Price Revisions

- 8.1 At the beginning of each Contract Year subsequent to the first Contract Year, the charges for Locate Services set forth on Exhibit A shall be increased annually by 3%.

9. Environmental Health and Safety Matters

- 9.1 Customer shall maintain safe working conditions at the Site, including, without limitation, implementing appropriate procedures regarding Hazardous Materials, confined space entry, and energization and de-energization of power systems (electrical, mechanical and hydraulic) using safe and effective lock-out/tag-out ("LOTO") procedures including physical LOTO or a mutually agreed upon alternative method.

- 9.2 Customer shall timely advise USIC, in writing, of all applicable Site-specific health, safety, security, and environmental requirements and procedures, which shall include any instructions to USIC's personnel regarding Customer's safety practices. Without limiting Customer's obligations pursuant to Article 3 USIC may, from time-to-time, review and inspect applicable health, safety, security and environmental documentation, requirements and/or procedures at the Site.
- 9.3 If, in USIC's reasonable opinion, the health, safety, or security of personnel at a Site may be imperiled by security risks, terrorist threats/acts, potential exposure to Hazardous Materials, or unsafe working conditions; USIC may: (1) evacuate some or all of its personnel from Site; (2) suspend performance of all or any part of the Contract; (3) remotely perform or supervise work; and/or (4) take any other action necessary to protect such personnel. Any such occurrence shall be considered an excusable event. Customer shall reasonably assist in any such evacuation.
- 9.4 Operation of Customer's equipment is the responsibility of Customer. Customer shall not require or permit USIC's personnel to operate Customer's equipment at Site.
- 9.5 Customer will make its Site medical facilities and resources available to USIC personnel who need medical attention.
- 9.6 USIC has no responsibility or liability for the pre-existing condition of Customer's equipment or the Site. Prior to USIC starting any work at Site, Customer will provide documentation that identifies the presence and condition of any Hazardous Materials existing in or about Customer's equipment or the Site that USIC may encounter while performing under this Contract. Customer shall disclose to USIC industrial hygiene and environmental monitoring data regarding conditions that may affect USIC's work or personnel at the Site. Customer shall keep USIC informed of changes in any such conditions.
- 9.7 USIC shall notify Customer if USIC becomes aware of: (i) conditions at the Site differing materially from those disclosed by Customer, or (ii) previously

unknown physical conditions at Site differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

9.8 Information Transfer: As referenced in OSHA 1910.269(a)(3) and (a)(4), before work begins, the appropriate Customer's Representative shall provide USIC access to the following information:

- a. Existing characteristics and conditions of the Customer's installations that are related to the safety of the work to be performed;
- b. Information about the design and operation of the Customer's installations that USIC needs;
- c. Arc flash studies;
- d. Ground fault studies;
- e. Hand hole, manhole, and utility vault details; and
- f. Danger poles tagging

9.9 As referenced in OSHA 1910.269(a)(3), USIC shall ensure that each of its employees is instructed in hazardous conditions relevant to the work, and USIC shall advise the Customer of any hazardous conditions found before and during the work.

9.10 If USIC encounters Hazardous Materials in Customer's equipment or at the Site that require special handling or disposal, USIC is not obligated to continue work affected by the hazardous conditions. In such an event, Customer shall eliminate the hazardous conditions in accordance with applicable laws and regulations so that USIC's work under the Contract may safely proceed. Customer shall properly store, transport and dispose of all Hazardous Materials introduced, produced or generated in the course of USIC's work at the Site.

10. Equal Employment

10.1 USIC is an equal opportunity employer. We are committed to ensuring equal employment opportunities for all applicants and employees, and do not to

discriminate on the basis of sex, race, religion, color, national origin, age, disability, genetic information, or veteran status, or any other basis protected by federal, state or local law.

11. Insurance

11.1 USIC provides the following insurance coverage:

INSURANCE COVERAGE:	LIMITS:
Workers Compensation	Statutory Limit
Employers' Liability	
Each Accident	\$1,000,000
Disease, Policy Limit	\$1,000,000
Disease, Each Employee	\$1,000,000
Comprehensive General Liability (contractual liability limited to terms and conditions of the insurance policy)	
Each Occurrence (bodily injury, advertising injury, personal injury and advertising injury)	\$2,000,000
General Aggregate	\$8,000,000
Products Completed Operations Aggregate	\$8,000,000
Medical Limits	Not Covered
Damages to Premises Rented to You Limit	\$1,000,000
Automobile Liability CSL	\$5,000,000
Cyber	\$10,000,000

12. Dispute Resolution

12.1 The parties agree that any dispute, controversy, or claim arising out of or related to this Contract, including any question regarding its existence or validity, shall be resolved in accordance with this Section 12.

12.2 Prior to seeking third party adjudication relating to a dispute under the terms of this Contract, the party will first informally attempt to resolve the dispute with the other party by seeking a meeting with the appropriate higher management representative(s) of the other party via written notice. Such meeting shall be held within twenty (20) business days after the giving of notice. All negotiations and resolutions pursuant to this Section 12.1 are confidential and shall be treated as compromise and settlement negotiations for purposes of the applicable rules of evidence. If the dispute is not resolved within thirty (30) business days after the giving of notice, or such later date as may be mutually agreed, either party may pursue formal resolution in accordance with the below Section 12.3.

12.3 The Parties shall attempt to resolve any claims, disputes and other controversies arising out of or relating to this Agreement (collectively, "Disputes") promptly by negotiation between individuals who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. All negotiations pursuant to this Section are to be deemed confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

If the Dispute has not been resolved by negotiation within sixty (60) Days of the disputing Party's initial notice, or if the Parties failed to meet for the first time within ten (10) Days of the initial notice, then either Party may initiate arbitration or litigation for matters in dispute of \$250,000 or less. For all matters in dispute over \$250,000, either party may initiate litigation in a court of competent jurisdiction. Either Party shall have the right, in its discretion, to include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in any litigation.

13. Force Majeure

13.1 Neither party shall be deemed to be in default of this Contract to the extent that any delay or failure to perform its obligations, other than the payment of money, results from any cause beyond its reasonable control and

without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, pandemics, war, riots, insurrections, fires, explosions, earthquakes, floods, unusually severe weather conditions or strikes. If USIC claims that it is delayed by such a cause, it shall notify Customer immediately and Customer shall be entitled to obtain the Services from any other person until such cause terminates as evidenced by a notice from USIC that such cause has ended.

14. Contract Modification and Assignment

14.1 This Contract may only be modified or amended by a written instrument signed by an authorized representative of USIC and Customer. The term "Contract" shall include any such future amendments or modifications.

14.2 Customer may not assign, delegate, or otherwise transfer its rights or obligations under this Agreement, voluntarily or involuntarily, whether by merger, consolidation, dissolution, affiliation, operation of law, or any other manner, without at least 60 days' advance notice and the prior written consent of USIC.

15. Contract Entirety

15.1 This Contract shall constitute the entire contract between the parties with respect to the subject matter of this Contract. Customer and USIC each represent that it has read this Contract, agrees to be bound by all terms and conditions contained in this Contract, and acknowledge receipt of a signed, true exact copy of this Contract.

16. Severability Clause

16.1 The parties expressly agree that if any provision of this Contract is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Contract shall remain in full force and effect.

17. Contract Notification

17.1 Any notice, consent or other communication given under this Contract shall be in writing (unless otherwise specified in this Contract as permitting oral or verbal communication) and delivered to the below authorized representative of each party, specifying the subject matter and any other persons at USIC or Customer who should be notified of the notice, consent, or other communication. Notice shall be effective on the date when sent via email or, if delivered via certified mail, such notice shall be effective five (5) days after the date of mailing thereof.

17.1.1 USIC authorized representative:

Attn: Contracts
9045 River Road, Suite 300
Indianapolis, IN 46240,
contracts@usicllc.com

17.1.2 Customer authorized representative:

Attn: Ryan Rivard
3900 Berdnick Street
Rolling Meadows, IL 60008
rivardr@cityrm.org

18. Contractor's Certifications. USIC shall submit to the Customer the Contractor's Certification attached hereto as Exhibit B and made a part hereof.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized officers or representatives.

City of Rolling Meadows

USIC Locating Services, LLC

By: _____
(Signature)

By: _____
(Signature)

(Please print)

Darin Stalbaum
(Please print)

Title: _____

Title: Vice President

Date 6/16/2021

Exhibit A

USIC Locating Services, LLC shall provide **Water, Sanitary & Storm Sewer** Locating Services:

In the State of **Illinois**

Member Codes (state One-Call CDC or Customer Description Codes): **ROLL0A**

USIC Locating Services, LLC Pricing:

\$ 16.85 Per Ticket Received from the One Call

\$ 40.00 Per Normal Business Hour Emergency Call Out Ticket

\$ 15.00 Project Price Per Quarter Hour for Tickets that Exceed 30 Minutes

\$ 275.00 Damage Investigation Fee

****Note All City Emergency Holiday & After Hour Locates will be completed In-House by the City of Rolling Meadows Staff.**

Mail Invoices To: City of Rolling Meadows
 ATTN: Ryan Rivard
 3900 Berdnick Street
 Rolling Meadows, IL 60008
 Phone: 847-963-0500
 Email: rivardr@cityrm.org

USIC shall render invoices and statements to Customer on a monthly basis.

Exhibit B
Contractor's Certifications

COUNCIL ACTION SUMMARY – January 27, 2026

Agenda Location: Consent Resolutions

- L)** Authorize a Supplemental Agreement with Tracy & Ed Construction, Inc. (TEC) for Additional Project Services for Lift Station 3 Directional Boring, in an Amount Not to Exceed \$40,389.00

Attachments:

- Resolution
- Proposal from TEC, Tracy & Ed Construction, Inc. dated 12/29/25

Background & Summary:

You are being asked to approve a resolution that will award a supplemental contract in the amount of \$40,389.00 for the electrical power directional boring of power cables of Lift Station 3, located at 3445 Richnee Lane.

Before construction began in late 2025, it was determined that a power upgrade from Commonwealth Edison was necessary to operate the Lift Station efficiently. The system requires a true 3-phase, 120/208V, 4-wire installation. In coordination with RJN and Commonwealth Edison, the cost for this upgrade was finalized at \$30,017.68, with a lead time of 6–7 weeks following payment and a signed proposal. A separate item has been included in the January 17, 2026 Council Packet for approval of the ComEd power upgrade.

Following the Commonwealth Edison power upgrade, Tracy & Ed Construction, Inc. (TEC) will be required to perform directional boring to install approximately 500 linear feet of 2.5" HDPE conduit and 4 3/0 cables from the ComEd power pole to Lift Station 3 at 3445 Richnee Lane. In coordination with RJN and TEC, the cost for this supplemental work was finalized at \$40,389.00. Even with the addition of this work, the total project cost remains within the original \$1,200,000 budget.

Previous Council Action:

- **06/24/25:** Resolution 25-R-61, Award a professional services agreement for full time construction observation and related engineering services for the sanitary lift station #3 replacement project in a not to exceed amount of \$124,000.00
- **06/24/25:** Resolution 25-R-62, Award a construction contract to TEC Tracy and Ed Construction Inc. for the Lift Station #3 replacement and upgrades in an amount of \$818,120.00

Recommendation: To approve the Resolution as presented.

RESOLUTION NO. 26-R-15

A RESOLUTION AUTHORIZING A SUPPLEMENTAL AGREEMENT WITH TRACY & ED CONSTRUCTION, INC. (TEC) FOR ADDITIONAL PROJECT SERVICES FOR LIFT STATION 3 DIRECTIONAL BORING, IN AN AMOUNT NOT TO EXCEED \$40,389.00

WHEREAS, the City of Rolling Meadows (“City”) is responsible for maintaining and improving the sanitary sewer infrastructure within the City’s jurisdiction; and

WHEREAS, the Lift Station 3 Replacement has been identified by the City as a project in the Capital Improvement Plan as a means to update and replace a 50-year-old lift station that is at the end of its useful life; and

WHEREAS, following the original contract award, it was determined that specialized directional boring for power cables was required to satisfy the updated electrical specifications provided by Commonwealth Edison; and

WHEREAS, Tracy & Ed Construction, Inc. (TEC) is currently the contractor of record for the Lift Station 3 project and is already mobilized on-site, and the City has determined that utilizing the existing contractor for this supplemental work ensures project continuity, minimizes mobilization costs, and avoids construction delays; and

WHEREAS, while the cost of this supplemental work exceeds the \$25,000 threshold for competitive bidding, the City Council finds it in the best interest of the public to waive formal bidding requirements for this specific addition, as authorized by the Illinois Municipal Code (65 ILCS 5/8-9-1) and the City’s Home Rule authority; and

WHEREAS, the work associated with this supplemental agreement will not exceed \$40,389.00 with funding being made available in account 20705035-60020.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE COUNCIL OF THE CITY OF ROLLING MEADOWS, ILLINOIS, as follows;

Section 1. Recitals. The recitals set forth above are hereby incorporated into and made a part of this Resolution as set forth in Section 1.

Section 2. Approval. The Mayor and City Council hereby authorize the City Manager to enter into agreements and other necessary documents with TEC, Tracy & Ed Construction, Inc. in the amount of \$40,389.00.

Section 3. Waiver of Competitive Bidding. The City Council hereby finds that it is in the best interest of the City to waive formal competitive bidding for the supplemental agreement with Tracy & Ed Construction, Inc., as permitted by Section 8-9-1 of the Illinois Municipal Code (65 ILCS 5/8-9-1), due to the necessity of maintaining project continuity and the expertise of the existing contractor on-site.

Section 4. Effective Date. This Resolution shall be in full force and effect after its approval in the manner provided by law.

AYES:

NAYS:

ABSENT:

Passed and approved this 27th day of January, 2026.

Lara Sanoica, Mayor

ATTEST:

Judith Brose, Deputy City Clerk



**ROLLING MEADOWS LIFT STATION #3 REHABILITATION:
ComEd 3 Phase Power Update**

12/29/2025

Mr. Patrick Hulsebosch:

Below you will find the **COST BREAKDOWN** for Tracy & Ed Construction, Inc. to furnish the necessary labor, equipment, and materials to directionally bore and pull secondaries from the transformer location to the Lift Station:

INCLUSIONS:

- Directional bore approx. 500LF of 2.5” HDPE conduit -----\$11,543.00
 - Furnish and install four (4) 3/0 cables:
 - Labor ----- \$14,374.00
 - Material ----- \$13,162.00
 - Precast ComEd Transformer Pad ----- \$ 1,310.00
- TOTAL = \$40,389.00**

Should you have any questions or comments, please feel free to contact me at any time.

Respectfully,

Jack Ismail, PE, MBA
Project Manager
Tracy & Ed Construction, Inc.
C: (630) 306-6441

Signed _____
Date Accepted _____

COUNCIL ACTION SUMMARY – January 27, 2026

Agenda Location: Consent Resolutions

M) Award a Construction Contract to Commonwealth Edison Company for Lift Station 3 Electric Power Upgrades in a not to exceed amount of \$30,017.68

Attachments:

- Resolution
- Proposal from Commonwealth Edison Company dated 01/16/2026

Background & Summary:

You are being asked to approve a resolution that will award a contract in the amount of \$30,017.68, for the electrical power upgrade of Lift Station 3, located at 3445 Richnee Lane.

Over the last 15 years, the City has replaced and upgraded our sanitary lift stations and associated force mains. The Richnee force main, which is the discharge line from Lift Station 3 was replaced in 2010. However, the lift station itself is now over 50 years old.

Lift Station 3 is located on the property line between two properties at the south end of Richnee Lane. The current system consists of a dry pit with two pumps, a wet well with floats, a small control panel above ground, and a quick-connect bypass valve vault. The bypass valve vault was constructed as part of the force main replacement project in 2010.

The City plans to convert the existing wet well and dry well into a submersible lift station, upgrade the electrical panel with full SCADA integration, and install a concrete pad for a new standby emergency power source. The existing bypass valve vault will be retained and converted into a manhole. The City aims to commence construction in Spring 2026 with completion ending in late Summer 2026.

Before construction began in late 2025, it was determined that a power upgrade from Commonwealth Edison was necessary to operate the Lift Station efficiently. The system requires a true 3-phase, 120/208V, 4-wire installation. In coordination with RJN and Commonwealth Edison, the cost for this upgrade was finalized at \$30,017.68, with a lead time of 6–7 weeks following payment and a signed proposal.

Due to these electrical requirements, the project timeline has shifted from 2025 into 2026. Because the 2025 funds were not expended, they have lapsed into the fund balance; a budget amendment will be required to re-allocate these funds into the current fiscal year. Despite the upgrade, the total project cost remains within the original \$1,200,000 budget.

Previous Council Action:

- **06/24/25:** Resolution 25-R-61, Award a professional services agreement for full time construction observation and related engineering services for the sanitary lift station #3 replacement project in a not to exceed amount of \$124,000.00
- **06/24/25:** Resolution 25-R-62, Award a construction contract to TEC Tracy and Ed Construction Inc. for the Lift Station #3 replacement and upgrades in an amount of \$818,120.00

Recommendation: To approve the Resolution as presented.

RESOLUTION NO. 26-R-16

**A RESOLUTION TO AWARD A CONSTRUCTION CONTRACT TO COMED FOR
LIFT STATION 3 ELECTRIC POWER UPGRADES IN A
NOT TO EXCEED AMOUNT OF \$30,017.68**

WHEREAS, the City of Rolling Meadows (“City”) is responsible for maintaining and improving the sanitary sewer infrastructure within the City’s jurisdiction; and

WHEREAS, the City is a home-rule community, and the City Council may waive formal bidding procedures if it determines that such action is in the best interest of its residents; and

WHEREAS, the City will switch from a mixed dry and wet well with floats into a submersible lift station with an upgraded electrical panel, emergency standby generator, and concrete pad; and

WHEREAS, the Lift Station 3 Replacement has been identified by the City as a project in the Capital Improvement Plan as a means to update and replace a 50-year-old lift station that is at the end of its useful life; and

WHEREAS, in accordance with the City’s purchasing policy staff and RJN Engineering using sole source policy methods received a proposal for the electrical power upgrade necessary to operate said lift station; and

WHEREAS, after careful consideration, staff has determined that Commonwealth Edison Company best meets the project requirements and demonstrates the necessary expertise to successfully execute the Lift Station electrical power upgrade; and

WHEREAS, the work associated with this project will not exceed \$30,017.68 with funding coming from account 20705035-60020.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE COUNCIL OF THE CITY OF ROLLING MEADOWS, ILLINOIS, as follows;

Section 1. Recitals. The recitals set forth above are hereby incorporated into and made a part of this Resolution as set forth in Section 1.

Section 2. Approval. The Mayor and City Council hereby authorize the City Manager to enter into agreements and other necessary documents with Commonwealth Edison Company in the amount of \$30,017.68.

Section 3. Effective Date. This Resolution shall be in full force and effect after its approval in the manner provided by law.

AYES:

NAYS:

ABSENT:

Passed and approved this 27th day of January, 2026.

Lara Sanoica, Mayor

ATTEST:

Judith Brose, Deputy City Clerk

MT. PROSPECT OFFICE
201 NORTH ARTHUR AVENUE
MT. PROSPECT, ILLINOIS 60056
779-231-2782



RMPW SEWAGE LIFT STATION #3
3900 BERDNICK ST
ROLLING MDWS, IL 60008

Date: 01/16/2026

Dear **RMPW SEWAGE LIFT STATION #3**,

Enclosed are the documents related to the supply of electricity at **3445 RICHNEE LN, ROLLING MDWS, ILLINOIS**. Please sign all copies of the enclosed documents and two copies of the Service Entrance Location Sketch. The third copy of the sketch is for your use during Construction. Return the signed documents and sketches and payment of **\$30,017.68** to my attention.

If this contract is not returned within 30 days, it will be cancelled.

Upon receipt of your payment and signed copies, Commonwealth Edison will begin to schedule any necessary service work. An authorized copy of each document will be returned to you for your files.

You may make payments on the ComEd website or by phone.

By **Internet** go to: <https://www.comed.com/MyAccount/MyBillUsage/Pages/PayMyBill.aspx>

(for payments of \$5,000 or less for Credit/Debit)

(for non-business payments of \$100,000 or less for eCheck)

(for business payments of \$500,000 or less for eCheck)

Or

By **Customer Service Representatives** (English & Spanish)

1-800-334-7661 (for payments of \$5,000 or less for Credit/Debit)

1-800-588-9477 (for non-business payments of \$100,000 or less for eCheck)

1-877-426-6331 (for business payments of \$500,000 or less for eCheck)

If you have any questions concerning this contract please contact your Field Representative.

Enclosures

Sincerely,

CHRISTIAN TOPETE
DCC
779-231-2782

ELECTRIC FACILITIES SERVICE ACKNOWLEDGEMENT

PL#:

ESS: NO

SER#: **NC250650**

Rev.: 02

RMPW SEWAGE LIFT STATION #3 (the "Customer") hereby acknowledges the terms and conditions under which Commonwealth Edison Company (the "Company" or "ComEd") is providing electric facilities and equipment to serve the Customer's premises located at **3445 RICHNEE LN, ROLLING MDWS** ("Premises").

1. Preamble.

The Company will furnish, install, own and maintain, and the Customer will pay the Company for, the electric facilities and equipment described herein pursuant to the terms and conditions set forth herein and in accordance with the terms of the Company's Rate RDS - Retail Delivery Service ("Rate RDS"), Rider NS - Nonstandard Services and Facilities ("Rider NS"), Rider ML - Meter-Related Facilities Lease ("Rider ML"), Rider ZSS - Zero Standard Service ("Rider ZSS") as applicable, and with the General Terms and Conditions ("GTC") stated in the Company's Schedule of Rates, as they may be amended from time to time. In the event of any conflict between the terms of this Acknowledgement and the terms of the Company's tariff, the latter will prevail.

2. Service Points.

The Customer is to receive delivery of electric power and energy at the Premises from the Company at an estimated total maximum demand of **19** kilowatts ("kW") ("Maximum Kilowatts Delivered" or "MKD") at the following location(s) (as shown on Exhibit A attached hereto) and in the following amounts and approximate voltages during the Retail Peak Period, as defined in GTC.

Loc. 001 est. demand 19 kW, metering voltage approx. 120/208Y volts, 3 phase, 4 wire

3. Charges; Rental.

a. The Company will furnish, install, own and maintain, under the terms and conditions set forth below and in accordance with the terms of the Company's Rider NS and Rider ML, the facilities and equipment listed in the Facilities Rental Service and Meter Lease Service attachments to this Acknowledgement. The facilities and equipment listed in such attachments, together with any conductors, cables, supports and related equipment installed by the Company, and any replacements or adjustments thereof, are hereinafter called the "Facilities". Such Facilities are or may be located on the Premises.

b.

(i) The Customer's estimated maximum demand during Retail Peak Periods set forth above is used to determine the service facilities that are available to the Customer as a standard installation under the applicable tariffs. The estimate of the Customer's MKD set forth in Section 2 above is based upon information provided to the Company by the Customer and the Customer agrees that this estimate is representative of the Customer's expected operation, demand and consumption. Load defined as "Zero Standard Portion" under Rider ZSS is not included in the determination of the estimated maximum demand shown above because a standard installation is not provided for the Zero Standard Portion of load.

(ii) Such standard service facilities are subject to change from time to time based upon the Customer's actual MKD in accordance with the provisions of the Company's Rate RDS, Rider NS and GTC, or their successors. If the Customer's actual MKD is less than the amount of kW set forth in Section 2 above, the Company may remove, replace, or adjust the Facilities at the Customer's expense so as to provide the Customer the standard installation facilities as provided in Rider NS or to adjust the rental as provided in Section 3(c).

(iii) If the Customer desires to add load beyond the levels set forth above in Section 2 or to increase capacity at an individual point of service, the Customer shall notify the Company, in writing, adequately in advance of adding such load or increasing such capacity so that the Company may modify its facilities as determined by the Company.

- c. The initial monthly rental specified in the Facilities Rental Service attachment is based on the Company's standard rental charges applicable on the date the Facilities were installed or last revised and is subject to change as provided herein or in Rider NS.
- d. The monthly rental charges for the Facilities are in addition to all other charges under (i) other applicable tariff provisions and (ii) any additional charges imposed by the Company on account of special installation requests or requirements or requests by the Customer for maintenance beyond the level set forth in Section 5(c).
- e. The Customer shall pay all taxes applicable to the Company's provision of the Facilities and other services to the Customer (including without limitation all applicable federal, state, regulatory, municipal and other taxes with respect to customer charges and rentals).

4. Installation.

- a. If any of the Facilities are not yet installed and require installation by the Company, the Customer acknowledges that the Company will furnish the labor and materials necessary to install the Facilities described on the attached service entrance location sketch NC250650 dated 11/26/2025. (with such specifications as are set forth on such sketch) on or adjacent to the Premises at the following charges:

Credit From Prev. Charges	\$(2,000.00)
Total Required Facilities Charge	\$32,017.68
<hr/>	
Total Facilities Charges	\$30,017.68

- b. The Customer shall pay the Company \$30,017.68 at the time this agreement is accepted.
- c. The charges listed in this document are for performing the work identified herein under normal field conditions. If abnormal field conditions are encountered and additional labor and material are required to complete the work, or if the scope of work is altered, ComEd may charge additional amounts to cover any additional costs.
- d. Any such installation will be done in accordance with, and at the times and at the standard prescribed by, the Company's standard practices and procedures for the types or classes of each of the Facilities to be installed,
- e. Any such installation will be done during the Company's regular working hours, unless otherwise mutually agreed,
- f. In the event the installation cannot be completed within one year from the date of this document as a result of delays on the part of the Customer or because the Company has been denied access to the Premises, the installation charge to the Customer will be recomputed based on the level of costs prevailing at the time of completion of the work, and
- g. The monthly rental for the Facilities being installed will be the rental in effect at the time of the installation or last revision of such Facilities (which rental is subject to change as provided herein or Rider NS).

5. Ownership; Access; Other Company Rights.

- a. The Facilities will remain the sole and exclusive property of the Company. The Company may, in its sole discretion, affix to the Facilities (or any parts thereof) labels or other markings indicating the Company's ownership of the Facilities. The Customer does not acquire any interest in the Facilities (or any parts or components thereof). Use by the Customer of the Facilities does not divest the Company of its exclusive rights to such ownership, use and possession. The Customer will, upon the request of the Company from time to time, execute and deliver to the Company all documents reasonably necessary or advisable to confirm, perfect or evidence any rights of the Company in and to the Facilities.
- b. The Company and its representatives will have free access to the Premises at all reasonable times (and immediately at any time if an emergency exists) for the purposes of inspecting, protecting, installing, operating, maintaining, repairing, altering, replacing, relocating or removing any of the Facilities. ComEd has the right to install facilities on the Customer's property to provide electric service to the Customer and to other users of the Facilities. The Company may, in its sole discretion, replace, remove or alter any part of the Facilities, add or remove portions or components of the Facilities or revise any procedures with respect to the Facilities. Any such replacements, substantial alterations, or additions of or to the Facilities will belong to and be property of the Company and shall be a part of the Facilities.
- c. Such inspection, protection, installation, operation, maintenance, repair, alteration, replacement, relocation and removal will be in accordance with, and at the time(s) and at the standards prescribed by, the Company's standard practices and procedures for the types or classes of each of the Facilities. If the Customer requests maintenance beyond this level, the Company may impose an additional charge for such additional maintenance.

6. Customer Responsibilities.

- a. The Customer will not move, remove, modify, alter, adjust or change in any way the Facilities or any part thereof without first obtaining the written consent of the Company, except to protect the Premises or any person from damage or injury during any emergency or except and to the extent provided in a separate written agreement. Except to the extent set forth in the prior sentence, the Customer will not permit anyone other than the Company, or the Company's respective representatives, agents or subcontractors to effect any inspection, adjustment, preventative or remedial maintenance, repair, overhaul, replacement or removal of the Facilities.
- b. The Customer shall at its sole cost and expense:
 - (i) provide to the Company such working space within a reasonable distance of the Facilities as specified by the Company and take such other steps as are necessary to allow the installation, construction, maintenance, repair, alteration, replacement and removal of the Facilities to be readily and efficiently performed;
 - (ii) keep the Facilities on the Premises free from any over-building or other obstruction that might create an unsafe condition or that might interfere with the Company's ability to install, operate, maintain, repair, alter, replace or remove the Facilities;
 - (iii) provide and maintain in a good, safe and proper state of repair, the Premises and all other property furnished by the Customer in connection with the Facilities;
 - (iv) furnish, install and maintain the wiring, supports, and other appurtenances, as specified by the Company, necessary for the Facilities;
 - (v) if the installation of the Facilities includes or requires a vault or ground-type installation, furnish and

maintain the enclosure, foundation, fill, required ventilation, and similar facilities in accordance with the Company's specifications, standards, rules and regulations;

(vi) make use of the Facilities in accordance with the Company's specified practices and procedures and protect the Facilities from harm, theft or misuse and deterioration (except for reasonable wear and tear resulting only from proper use thereof); and

(vii) notify the Company by telephone promptly after the Customer first has knowledge of (i) any malfunction in operation of the Facilities; (ii) any interruption or alteration of electricity delivery to the Premises; (iii) any alteration or modification in the Facilities or its operation which is not initiated by Company, and (iv) any emergency or dangerous condition affecting the Facilities .

c. If any part of the Facilities is lost, stolen, condemned, confiscated, damaged, destroyed or needs maintenance, repairs or replacement due to an act, error, omission, breach, negligence or willful misconduct of any employee or other agent of the Customer, the Customer shall be obliged to reimburse the Company promptly for the Company's customary time and materials costs of the maintenance, repair and replacement of the Facilities. If any part of the Facilities is lost, stolen, condemned, confiscated, damaged, destroyed, or needs maintenance, repairs or replacement due to an act, error, omission, breach, negligence or willful misconduct of one or more employees or other agents of both the Company and the Customer, the Company shall repair or replace such part of the Facilities, and the cost of any such repair or replacement shall be shared by the Customer and the Company in proportion to their respective degrees of fault.

7. Removal.

Upon termination of the provision of service to the Customer, the Company at its option may, and upon the Customer's request the Company will, remove all or any part of the Facilities. The Customer will bear the cost and expense of such removal.

8. Relocation.

If relocation of all or any part of the Facilities is requested by the Customer or there is a change in the Customer's operation or construction, which in the judgment of the Company, makes such relocation necessary or advisable, the Company will move such facilities at the Customer's expense to a location on or adjacent to the Premises mutually acceptable to the Company and the Customer.

9. Miscellaneous.

- a. The listing of the Required or Requested Facilities in the Facilities Rental Service attachment and the monthly rental may be modified from time to time upon oral or written notification to the customer (and the removal or installation of any such Facilities shall constitute prima facie evidence of such notification).
- b. The Company may adjust the Facilities or the monthly rental if the Customer's actual MKD is more or less than the level set forth in Section 2 above.
- c. The Company may adjust the monthly rental as provided in Section 3(c)/4(g) and in the Facilities Rental Service attachment.

10. Safety.

Be advised that safety on the job site is the responsibility of the Customer and Customer's contractor . The Occupational Safety and Health Administration (OSHA) requires a specific clearance when working near energized primary electric lines. Consider all electric wires to be energized and non-insulated. Workers may be electrocuted or seriously injured by contact with the power lines or while working in close proximity to those lines. All workers and equipment must maintain a safe distance from the power lines at all times. The Customer or Customer's contractor should not

commence work near ComEd's lines until such time that temporary protective measures have been taken to guard against danger of incidental contact. Consult OSHA guidelines for more specific information when working near or around energized electrical equipment. (See www.osha.gov <<http://www.osha.gov>>.) Contact 1-800-EDISON-1 for questions concerning working in proximity to ComEd electrical facilities.

Clearance of electrical equipment from permanent structures is governed by the National Electrical Safety Code (NESC). Reference the National Electrical Safety Code for specific information.

ComEd is very concerned about the safety of its customers and others working around its facilities. Compliance with OSHA and the NESC is a requirement. Please ensure that the activities undertaken by the Customer or Customer's contractor include the safe work practice of maintaining the required working clearances and required vertical and horizontal clearances from permanent structures.

The undersigned Customer acknowledges he/she has read the foregoing safety statement and agrees to comply with all state, federal and local safety requirements and shall require any contractor working in proximity to ComEd equipment to acknowledge and agree to same.

11. Customer/Owner Acknowledgement.

The undersigned Customer acknowledges the terms noted herein. In case the Customer is not owner of the Premises, the undersigned property owner hereby acknowledges and agrees to the terms noted herein.

Account Number: **8179914000**
SER No.: **NC250650**
Work Task Number: **2050794201**

FOR THE CUSTOMER:

Customer Name

Accepted By

Signature

Print Name

Official Capacity or Title

Property Owner's Signature

COUNCIL ACTION SUMMARY – January 27, 2026

Consent Agenda: Consent Resolutions

- N)** Authorize the Purchase of a HP Latex 730 64" Wide Format Printer from IT Supplies for Traffic Sign Shop in the Amount of \$25,368.00

Attachments:

- Resolution
- Proposals from IT Supplies, Grimco, Inc. and Lexjet

Background & Summary:

You are being asked to approve a resolution that would authorize the purchase of a new HP 64-inch large format printer for the City's Traffic Sign Shop. The current printer, now eight years old, is approaching the end of its operational life cycle and increasingly requires maintenance. It also relies on a specialized media product that can only be sourced from a single vendor in Seattle, resulting in longer lead times and higher material costs.



In addition to age and material limitations, the existing thermal printer requires three layers of material to produce a standard sign: a reflective base layer, a clear print layer, and a protective overlay. The proposed HP 64" printer will reduce this process to two layers, printing directly onto the reflective material followed by the application of a protective overlay. This streamlined process will improve production efficiency, reduce material waste, and lower overall project costs.

The upgraded technology also supports the City's ongoing branding initiatives by providing enhanced print quality and the flexibility needed for newly adopted visual standards. Beyond traffic signage, the new printer will expand in-house production capacity, reducing the City's reliance on outside vendors for items such as event banners and other large-format materials. This will result in additional cost savings and quicker turnaround times.

The recommended vendor, IT Supplies, is a local Rolling Meadows business, providing the benefit of local support and contributing to the community's economic activity.

This purchase was originally intended for the FY 2026 budget but was inadvertently omitted during the 2025 review process. To fund the purchase, staff proposes utilizing surplus funds from savings actualized with the Public Works chipper refurbishment project. Consequently, this will not result in a net increase to the overall FY 2026 Vehicle and Equipment Replacement Fund.

Previous Council Action:

- **11/25/25** Ordinance #25.66 approved FY2026 Budget.

Recommendation: To approve the Resolution as presented.

RESOLUTION NO. 26-R-17

**A RESOLUTION TO AUTHORIZE THE PURCHASE OF A HP LATEX 730 64"
WIDE FORMAT PRINTER FROM IT SUPPLIES FOR TRAFFIC SIGN SHOP IN
THE AMOUNT OF \$25,368.00**

WHEREAS, the City of Rolling Meadows (“City”) is responsible for ensuring safe travel on all City roadways and properly manufactured and clearly visible traffic signs are an essential component of maintaining that safety; and

WHEREAS, the City is a home-rule community, and the City Council may waive formal bidding procedures if it determines that such action is in the best interest of its residents; and

WHEREAS, the new printer will enhance production capabilities to meet the City’s updated branding needs and improve print quality for signage and other graphic applications; and

WHEREAS, the upgraded equipment will reduce the City’s reliance on outside vendors for event banners and other large-format materials, resulting in additional cost savings and faster turnaround times; and

WHEREAS, the Vehicle and Equipment Replacement Fund 25705025-60036 maintains sufficient reserves for the purchase of sign equipment due to project deferrals and realized cost savings; and

WHEREAS, the recommended vendor, IT Supplies, is a local Rolling Meadows business, providing local support and contributing to the community’s economic vitality; and

WHEREAS, the City has been supplied with 3 quotes, IT Supplies, Grimco, Inc and Lexjet; and

WHEREAS, IT Supplies provided the lowest responsible quote of \$25,368.00

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE COUNCIL OF THE CITY OF ROLLING MEADOWS, ILLINOIS, as follows;

Section 1. Recitals. The recitals set forth above are hereby incorporated into and made a part of this Resolution as though set forth in this Section 1.

Section 2. Approval. The Mayor and City Council hereby authorize the City Manager to enter into agreements and other necessary documents with IT Supplies to Authorize the Purchase of an HP Latex 730 Wide Format Printer from IT Supplies in the Amount of \$25,368.00.

Section 3. Waiver of Competitive Bidding. To the extent any competitive bidding requirements apply to the agreements with IT Supplies, such competitive bidding requirements are hereby waived pursuant to section 8-9-1 of the Illinois Municipal Code (65 ILCS 5/8-9-1).

Section 4. Effective Date. This Resolution shall be in full force and effect after its approval in the manner provided by law.

AYES:

NAYS:

ABSENT:

Passed and approved this 27th day of January, 2026.

Lara Sanoica, Mayor

ATTEST:

Judith Brose, Deputy City Clerk



IT SUPPLIES
 2100 Golf Road
 Suite 230
 Rolling Meadows, IL 60008
 (800)238-6050

QUOTE #:

ITS00100165401

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BILL TO:

City of Rolling Meadows

Tom Piper
 3600 Kirchoff Road
 Rolling Meadows, IL 60008
 P: (847) 394-8500

SHIP TO:

City of Rolling Meadows

Tom Piper
 3600 Kirchoff Road
 Rolling Meadows, IL 60008
 P: (847) 394-8500

CUSTOMER ID	SHIP VIA	SALES REP	TERMS	DATE
ITS300218	UPS GROUND	WILLMILLEVILLE	CREDIT CARD	01/06/2026

QTY	UOM	ITEM #	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	EACH	870B8A#B1K	HP Latex 730 W 64" Wide Format Printer	26,595.00	26,595.00
1	EACH	HPLATEXPROMO	\$2,000 CITU	-2,000.00	-2,000.00
1	EACH	HPLATEXPROMO	\$1,000 LOI	-1,000.00	-1,000.00
1	EACH	4UV75A	HP 832 1-Liter Black Ink Cartridge for Latex 630, 630 W, 700, 700W	164.00	164.00
1	EACH	4UV76A	HP 832 1-Liter Cyan Ink Cartridge for Latex 630, 630 W, 700, 700W - 4UV76A	164.00	164.00
1	EACH	4UV77A	HP 832 1-Liter Magenta Ink Cartridge for Latex 630, 630 W, 700, 700W	164.00	164.00
1	EACH	4UV78A	HP 832 1-Liter Yellow Ink Cartridge for Latex 630, 630 W, 700, 700 W	164.00	164.00
1	EACH	4UV79A	HP 832 1-Liter Light Cyan Ink Cartridge for Latex 630, 630 W, 700, 700 W	164.00	164.00
1	EACH	4UV80A	HP 832 1-Liter Light Magenta Ink Cartridge for Latex 630, 630 W, 700, 700 W	164.00	164.00
1	EACH	4UV81A	HP 832 1-Liter Optimizer Ink Cartridge for Latex 630, 630 W, 700, 700W	164.00	164.00
1	EACH	4UV82A	HP 832 1-Liter Overcoat Ink Cartridge for Latex 630, 630 W, 700, 700W	164.00	164.00
1	EACH	4UV29A	HP 832 1-Liter White Latex Ink Cartridge for Latex 630W, 700W, 730W	164.00	164.00
1	EACH	DLRIT	Dealer Provided HP Latex 730W Printer Basic Installation & Training	295.00	295.00
1	EACH	FREIGHT	Freight charge added	150.00	150.00
1	EACH	FREIGHT	Freight Promo	-149.00	-149.00
1	EACH	LIFT-GATE-REQUIRED	Lift Gate delivery	0.00	0.00
1	EACH	HPLATEXPROMO	Full 1yr warranty included	0.00	0.00



IT SUPPLIES
 2100 Golf Road
 Suite 230
 Rolling Meadows, IL 60008
 (800)238-6050

QUOTE #:

ITS00100165401

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BILL TO:

City of Rolling Meadows

Tom Piper
 3600 Kirchoff Road
 Rolling Meadows, IL 60008
 P: (847) 394-8500

SHIP TO:

City of Rolling Meadows

Tom Piper
 3600 Kirchoff Road
 Rolling Meadows, IL 60008
 P: (847) 394-8500

CUSTOMER ID	SHIP VIA	SALES REP	TERMS	DATE
ITS300218	UPS GROUND	WILLMILLEVILLE	CREDIT CARD	01/06/2026

QTY	UOM	ITEM #	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
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ORDER NOTES:

Terms this order:
 Because an order before 12/12/25 should ship in no more than 5-7 business days, we would ask for a wire, ACH or FedEx company check of 90% - the remaining 10% due within 30 days of printer delivery or upon the conclusion of the onsite installation, whichever comes first. Your responsibility to supply the Flexi hardware computer, the cabling to connect the printer to your rip and the network with access to the internet.
 Install likely early Jan, Invoice dated in December with r

Subtotal	25,367.00
Misc	0.00
Tax	0.00
Freight	1.00
Trade Discount	0.00
Total	\$25,368.00



Questions? Contact your rep at: wmilleville@itsupplies.com (708)-256-4444



Sold To:

ROLLING MEADOWS PUBLIC WORKS
(C#:16516932)
ATT: Tom Pieper
3900 BERDNICK ST
ROLLING MEADOWS, IL 60008-1076 US
(847) 963-0500 x7036

Bill To:

ROLLING MEADOWS PUBLIC WORKS
(C#:16516932)
ATT: BRAD VALENTINO
3900 BERDNICK ST
ROLLING MEADOWS, IL 60008-1076 US
(847) 963-0500 x7036

Ship To:

ROLLING MEADOWS PUBLIC WORKS
(C#:16516932)
ATT: BRAD VALENTINO
3900 BERDNICK ST
ROLLING MEADOWS, IL 60008-1076 US
(847) 963-0500 x7036

Created: 1/8/2026

Revision: 1/8/2026,v5

Expires: 1/30/2026

Qty	Part #	Description	Unit Price	Total Price
1	L730W	HP L730W 64" LATEX PRINTER W/WHITE MSRP \$33,050.00 Price Includes: HP Sponsored \$1,000.00 LOI Printer Discount ** OFFER EXPIRES: January 30th, 2025 - Order must be paid, placed and order issued to manufacturer by January 30th, 12pm EST to qualify for promo ** CONSISTENT QUALITY—Produce high- value applications - Deliver stunning prints with uniform colors via precise HP Pixel Control ink mixing and distribution. - Achieve consistent quality across jobs and create color profiles with the HP Embedded Spectrophotometer. - With HP Latex inks, print a wide range of signage and décorjobs, now with automated double- sided printing. - Expand into profitable new applications with the easiest white ink experience, 30% faster in underflood, 3 layers and 5 layers. SIMPLIFIED PRODUCTION—Optimize printing processes - Reduce inventory management with universal printheads and the new 50% extended life maintenance cartridge. - Load media quickly and easily with spindle-less front-loading and save media by printing from the leading edge. - Reach production speeds up to 31 m ² /hour and avoid waiting times with prints that dry instantly. - Streamline your print workflow with our intuitive end-to-end software solution: HP	\$26,595.00	\$26,595.00

PrintOS
Production Hub.

LEAD THE WAY—Win with sustainable solutions

- Create a comfortable workspace with odorless prints and UL ECOLOGO®-certified HP Latex Inks.
- Advance your sustainability journey with our unique HP PrintOS Sustainability Amplifier software.
- Reduce plastic waste with returnable supplies via HP Planet Partners—including new maintenance cartridge.
- Stand out in the market with the only EPEAT Climate+ registered printers in the signage industry.

What's in the Box:

HP Latex 730 W Printer, White ink module, printheads, maintenance cartridge with ink collection unit, additional ink collection unit, printer stand, take-up reel, condensation collector kit, empty cartridge for white ink recirculation, manual purge syringe kit, power cords, user maintenance kit, edge holders, 2-in spindle adaptor, lubrication felts kit, quick reference guide, documentation software, spanner size 17, screwdriver t-25

Printer Dimensions (W x D x H):

Product 101.7 x 33.6 x 55.2 in
Shipping 110.2 x 44.5 x 50 in
Operating area 110 x 82.7 in

Weight

Product 588.63 lb
Shipping 810 lb

Includes one-year limited hardware warranty

Rebate

Desc: HP SPONSORED TRADE IN REBATE \$2000HP is offering end users the opportunity to save on the purchase of any HP Latex 630/730/830 printer series* when they trade in any 54" or larger HP Latex or Resin roll-to-roll printer, UV or Solvent roll-to-roll printer January 1, 2026 through March 31, 2026. The HP Latex 630/730/830 printer series allows you to pursue high-value jobs while operating a productive and sustainable printing environment. STACKABLE with other promotions! CPU board, valid Printer model and Serial # is required for this trade-in promotion

-\$1,000.00

1	HP4UV29A	HP Latex 832 Inks - White	\$164.00	\$164.00
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1	HP4UV75A	HP Latex 832 Inks - Black	\$164.00	\$164.00
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1	HP4UV76A	HP Latex 832 Inks - Cyan	\$164.00	\$164.00
1	HP4UV77A	HP Latex 832 Inks - Magenta	\$164.00	\$164.00
1	HP4UV78A	HP Latex 832 Inks - Yellow	\$164.00	\$164.00
1	HP4UV79A	HP Latex 832 Inks - Light Cyan	\$164.00	\$164.00
1	HP4UV80A	HP Latex 832 Inks - Light Magenta	\$164.00	\$164.00
1	HP4UV81A	HP Latex 832 Inks - Optimizer	\$164.00	\$164.00
1	HP4UV82A	HP Latex 832 Inks - Overcoat	\$164.00	\$164.00
1	IM3203X-5425	54"X25YD BRITELINE DX GLOSS AIR RELEASE	\$0.00	\$0.00
1	INS-OS-GR-BASIC	GRIMCO BASIC EQUIPMENT INSTALLATION Includes: Installation / Setup • Unpack equipment • Set up machine (vendor-dependent: customer may need to handle some steps and/or provide labor) • Load inks • Align printhead and complete all calibrations • Update firmware to the latest version • Verify the printer is operating properly • Set up RIP and network (IP addresses) • Review maintenance procedures • Review consumables and replacement intervals • Register equipment warranty with the manufacturer	\$395.00	\$395.00

Comments:

Sales Tax not included

Freight quoted is Dock to Dock delivering to commercial addresses. Please get with your sales rep to discuss your particular receiving

conditions and receive an accurate quote. Residential Addresses, liftgate service, inside delivery, pallet jack, and special handling will incur additional fees. LTL Carriers may require a forklift or dock high receiving for deliveries.

****Note:** Printer dimensions exceed the size of liftgate on delivery trailers.**

**** Printer requires quantity two 220v lines - Power MUST range between 200-240 - Buck Booster (Not included) may be required to bring voltage within these ranges.**

* Price quotations are good for 5 business days and are based on entire quantity/items being purchased at once. Exclusions may apply.

* Pricing is subject to change without notice due to external factors.

* All quotes must meet our \$50 order minimum. Custom signs and blanks have a 64 square foot minimum order requirement.

* Lead times start at date of approval and are subject to change.

* Prices do not include freight unless otherwise stated. Actual freight costs vary.

* We reserve the right to over/under ship by 5%, on custom sign and blank orders, over 50 pieces.

* We accept returns up to 30 days from receipt of merchandise. Restocking fees may apply. Custom and non-stock items are non-returnable.

* All sign and blank dimensions are listed WxH.

* Custom PMS color matching may incur additional charges if outside of Grimco standard colors.

* Orders below \$150 may be subject to a \$15 shipping charge.

Sub Total	\$27,466.00
Shipping & Handling	\$1.00
Miscellaneous	\$0.00
Estimated Sales Tax	\$0.00
Total	\$27,467.00



AGREEMENT FOR PURCHASE AND SALE OF EQUIPMENT AND SERVICES

This Agreement for Purchase and Sale of Equipment and Services ("Agreement") is entered into this ____ day of _____, 20____, between Grimco, Inc. ("Grimco"), located at 11745 Sappington Barracks Road, St. Louis, MO, 63127, and _____ ("Customer"), located at _____.

Grimco agrees to sell, and Customer agrees to purchase, the equipment, systems and/or software described in the attached quote number _____ ("Quote"). **This Agreement includes this document, the Quote, the Equipment Payment Options, and the Site and Post Warranty Contact Information.** The Equipment Payment Options and Site and Post Warranty Contact Information must be completed by Customer. This Agreement cannot be cancelled after it is signed by Customer, and the equipment, systems, and software cannot be returned at any time. Additional terms and conditions are as follows:

1. **Pricing:** The pricing contained in the Quote is valid only until the date listed on the Quote.
2. **Taxes:** Customer agrees to pay all sales taxes in accordance with state and local laws.
3. **Payment Terms and Conditions for Delivery Only:** For purchases of equipment, systems, and/or software delivered but not installed by Grimco, Customer agrees to pay the price indicated on the Quote in full prior to shipment. Customer may make payment by check, ACH, wire transfer, or credit card.
4. **Payment Terms and Conditions for Installed Equipment:** For purchases of equipment, systems, and/or software to be installed by Grimco, Customer shall select one of the following payment options. Payments from Customer directly to Grimco may be made by check, ACH, wire transfer, or credit card.

Option Customer shall pay 90% of the price indicated on the Quote upon ordering and signing of this Agreement. Grimco will not process the order until the 90% payment is received. Customer agrees to pay the remaining 10% upon installation, but if installation is not completed within 30 days of delivery, Grimco may bill the Customer the remaining 10% with payment due upon receipt.

Option Customer shall obtain financing from a Grimco-approved lender. The lender shall provide Grimco with a signed contract showing completed financing for 100% of the purchase price shown in the Quote. Grimco will not process the order until the signed contract has been received. If Customer obtains partial financing, Customer shall pay upfront the difference between the contracted financing amount and the purchase price shown on the Quote before Grimco will process the order.

5. **No Modifications:** This Agreement is restricted to the original terms contained herein, and no terms may be added or modified unless expressly approved in writing by an authorized Grimco representative.
6. **Delivery:** Delivery dates are estimates only and are subject to Grimco supplier lead times. Grimco is not responsible for delay or failure of delivery due to issues with the manufacturer, supplier, or shipping company.
7. **Representations:** Customer acknowledges that they understand and accept the manufacturer's product specifications in all regards including, but not limited to, print speed, print resolution, and acceptable materials. Customer acknowledges they are relying only on the manufacturer's written specifications to make the purchase decision and no other representations, in any form.
8. **Warranty:** Customer hereby acknowledges that Grimco does not supply a warranty of any kind, express or implied, for the equipment, software, ink, or media being purchased. Any warranty is between the manufacturer and Customer.
9. **Liability:** Grimco is not liable for any injury, loss, damage, claim, or ink and media expense arising from the setup, use, or inability to use the proposed equipment, software, or services covered by this Agreement. Customer acknowledges that Grimco is not liable for any indirect, incidental, punitive, or other damages arising from, or in relation to, the equipment, software, ink, media, or services purchased from Grimco. Grimco is not liable for any injury, loss, or damage during the assembly and setup of equipment.
10. **Preparation and Delivery:** Preparation of the installation site is at Customer's expense and must adhere to the manufacturer's guidelines and requirements, such as a clean, air-conditioned, humidity-controlled environment with proper electrical setup. Grimco and our suppliers are not responsible for equipment or systems problems resulting from failure to follow these guidelines. Required electrical work and receptacles and unloading of equipment must be performed prior to scheduling installation and training. Delivery will be handled according to Customer instructions shown in the Site and Post Warranty Contact Information section of this Agreement. Any delivery services added, changed, or not specifically included are at Customer's sole responsibility and expense. Customer is solely responsible for delivery and unloading, including any need for a forklift, added labor, building modifications, or any other condition to get the equipment into the building.
11. **Installation and Acceptance of Equipment/Systems:** No live production may take place at time of installation and training. Customer agrees to make employees available for training at scheduled dates and times. Failure to do so could result in additional fees for setup. Upon completion of scheduled installation and training, Customer agrees to sign a Certificate of Installation and Acceptance, thereby accepting all equipment and training provided.
12. **Returns:** Customer may not return equipment, systems, or software at any time. Grimco does not permit returns of equipment, systems, or software for any reason.
13. **Limited Parts Warranty:** Grimco does not provide any warranty, express or implied. The manufacturer's parts warranty period on equipment begins at the date of purchase with a duration set by the manufacturer. Customer acknowledges that neither Grimco nor the manufacturer is under any obligation to provide warranty service or support for claims resulting from equipment or systems being moved from their original installed location, or for damages or service required as a result of using any third-party product.

Grimco, Inc. Authorized Signature

Customer Authorized Signature

Print Name

Print Name

Date

Date

EQUIPMENT PAYMENT OPTIONS

- 100% deposit required for plotters, laminators, substrate cutters, software and all other accessories, services.
- 100% deposit required for printers, routers, and flatbed cutters with installations under \$15,000.
- 90% deposit required for printers, routers, and flatbed cutters with installations over \$15,000 remaining 10% due at training.

OPTION #1

CREDIT CARD:

Call in your credit card for payment to your sales rep or Grimco Accounting 800-542-9941.

-OR- Fax the Authorization for Payment form with CC information. Grimco Accounting Fax 636-305-7398

- A Grimco representative will follow up after the installation (if applicable) to collect balance.
- Please do not e-mail credit card information, for your protection.

OPTION #2:

ELECTRONIC CHECK/ACH:

Fax the Authorization for Payment form with check information. Grimco accounting fax: 636-305-7398

- If this option is chosen do not mail into lockbox

OPTION #3

FINANCING: Completed funding with a Grimco approved financing company

Finance Company: _____ PO#: _____ Financed Amount: _____

* If you are not financing the entire amount, the remaining deposit is due before order is released.

SITE & POST WARRANTY CONTACT INFORMATION

DELIVERY & INSTALL:

CONTACT NAME: _____

PHONE #: _____

EMAIL: _____

DELIVERY ADRS: _____

RECEIVING HOURS/DAYS: _____

POST WARRANTY

CONTACT NAME: _____

EMAIL: _____

PHONE: _____

Mark all that apply:

ADDRESS TYPE: _____ Commercial ___ Residential ___ (Add. Fees Apply)

CONDITIONS: Dock high access? ___ Receiving Bay Door? ___ Forklift available? ___

ADDITIONAL SHIP REQUIREMENTS: Liftgate needed ___ (+FEES APPLY) Delivery appt needed? ___

- Customer is responsible for all shipping charges incurred if the items ordered are not deliverable. This includes initial delivery attempt, and/or re-delivery charges, storage fees, or return shipping.

Note regarding liftgate service: (Non-refundable fee)

- Many equipment dimensions exceed the size of the liftgate on delivery trailers. Liftgate service is available, however the freight carrier may require Customer to have a forklift or riggers on-site to complete delivery.

Inspect shipment prior to accepting delivery.

- Any damage that occurs after the shipment is delivered is the responsibility of the Customer. If any damage is suspected, note the details on the carrier's Proof of Delivery (POD) or Delivery receipt before the truck driver leaves. Take pictures of any damage to the crate or packaging materials.

Please arrange payment for your equipment purchase when submitting the signed contract.

Signature _____

Printed Name _____

Date: _____



LEXJET 4728 S. TAMiami TRAIL SARASOTA, FL 34231

QUOTE

BILLING:
 City of Rolling Meadows
 3600 KIRCHOFF RD
 ROLLING MEADOWS, Illinois 60008-2498
 United States

SHIPPING:
 City of Rolling Meadows
 Phone: 815-388-5974
 3900 Berdnick St
 Rolling Meadows, Illinois 60008-1076
 United States

DATE: 12-Dec-2025
QUOTE: QTELJ708093
PO#: Quote
SALES REP: Meggan Thomas
CURRENCY: US Dollar
PAYMENT METHOD: Credit Card
SHIPPING METHOD: Uber LTL
EXPIRES: 11-Jan-2026

SKU	NAME	PRICE	QTY	TOTAL
870B8A	HP Latex 730W Printer	\$23,595.00	1	\$23,595.00
DLRIT78W	HP Latex 6xxW/7xxW/8xxW Printer Installation	\$395.00	1	\$395.00
4UV76A	HP 832 Latex 6xx/7xx Series 1-Liter Ink - Cyan <i>Cyan 1 L (1 btl)</i>	\$164.00	1	\$164.00
4UV77A	HP 832 Latex 6xx/7xx Series 1-Liter Ink - Magenta <i>Magenta 1 L (1 btl)</i>	\$164.00	1	\$164.00
4UV78A	HP 832 Latex 6xx/7xx Series 1-Liter Ink - Yellow <i>Yellow 1 L (1 btl)</i>	\$164.00	1	\$164.00
4UV75A	HP 832 Latex 6xx/7xx Series 1-Liter Ink - Black <i>Black 1 L (1 btl)</i>	\$164.00	1	\$164.00
4UV80A	HP 832 Latex 6xx/7xx Series 1-Liter Ink - Light Magenta <i>Light Magenta 1 L (1 btl)</i>	\$164.00	1	\$164.00
4UV79A	HP 832 Latex 600/700 Series 1-Liter Ink - Light Cyan <i>Light Cyan 1 L (1 btl)</i>	\$164.00	1	\$164.00
4UV29A	HP 832 Latex 6xx W/7xx W Series 1-Liter Ink - White <i>White 1 L (1 btl)</i>	\$164.00	1	\$164.00
4UV83A	HP 832 Latex 6xx W/7xx W Series Ink Mix Container	\$52.00	1	\$52.00
4UV82A	HP 832 Latex 6xx/7xx 1-Liter Ink - Latex Overcoat <i>Latex Overcoat 1 L (1 btl)</i>	\$164.00	1	\$164.00
4UV81A	HP 832 Latex 6xx/7xx Series 1-Liter Ink - Latex Optimizer <i>Latex Optimizer 1 L (1 btl)</i>	\$164.00	1	\$164.00
4WM62A	HP Prime Gloss Air GR - 54in x 150ft <i>54 in x 150 ft - 1 Roll (3 in Core) - Gloss Compatible with Eco-Solvent, Indigo, Solvent, Latex, UV Curable Printers</i>	\$0.00	1	\$0.00

SUBTOTAL: \$25,518.00

SHIPPING: \$0.00

TAX: \$2,615.60

TOTAL: \$28,133.60

If a payment is due please mail funds to: LexJet LLC PO BOX 538577 Atlanta, GA 30353 - 8577

COUNCIL ACTION SUMMARY – January 27, 2026

Agenda Location: Consent Resolutions

- o)** Approve a Professional Services Agreement with Christopher B. Burke Engineering, LTD. (2026 Community Development Engineering Services)

Attachments:

- Proposed Resolution and Exhibits.

Background & Summary: You are being asked to approve the renewal of a professional services agreement with Christopher B. Burke Engineering, LTD. (“CBBEL”) to provide the Community Development Department with development engineering services for 2026 through January 2027.

The terms of this professional services agreement include:

- CBBEL will provide professional engineering services to Rolling Meadows' Community Development Department from February 1, 2026 through January 31, 2027.
- CBBEL will perform development plan reviews (within 10 business days), site inspections (within 5 business days with 24-hour notice), stormwater compliance reviews, attend meetings, and sign/seal documents as the City's consultant engineer.
- The scope of CBBEL's review may include all municipal engineering disciplines including potable water, sanitary sewer, storm sewer, stormwater ordinance compliance, traffic, ADA compliance, and coordination with agencies like MWRDGC, IEPA, IDOT, and Army Corps of Engineers.
- Services billed hourly using April 2020 rates ranging from \$63/hour (Engineering Intern) to \$275/hour (Principal), with rates subject to 5% annual increases after December 31, 2020.

Community Development has budgeted \$90,000 for the 2026 fiscal year for engineering review and inspections. The vast majority of these funds have been spent with CBBEL in previous years and staff anticipates similar usage for 2026.

The City's purchasing manual requires that the City Council approve contracts valued at over \$25,000. Staff's recommends the City approves this agreement with CBBEL for one year (2026). The attached Resolution would authorize this renewal.

Recommendation: To approve the Resolution as presented.

**A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT
WITH CHRISTOPHER B BURKE ENGINEERING, LTD.
(2026 Community Development Engineering Services)**

WHEREAS, the City desires to retain a firm to provide professional engineering review and inspection services on an ongoing basis for, generally, calendar year 2026 (“*Services*”); and

WHEREAS, as a home rule municipality, the City is not subject to the Local Government Professional Services Selection Act (50 ILCS 510/1 *et seq.*) and may select a firm to provide the Services that, in its judgement, is the best and most favorable to the interests of the City and the public after considering qualifications, price, and other factors; and

WHEREAS, the City has previously received the Services from Christopher B. Burke Engineering, Ltd. (“*CBBEL*”), and the City has determined that it is in its best interests to enter into an agreement with CBBEL to provide Services in 2026 through January 2027.

NOW THEREFORE, be it resolved by the City Council of the City of Rolling Meadows, Illinois, as follows:

Section 1: The facts and statements contained in the preambles to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

Section 2: The City Manager is hereby authorized and directed to enter into an agreement with Christopher B. Burke Engineering, Ltd. to provide professional building official, code review, engineering, and inspection services on an ongoing basis for the period extending from February 1, 2026 to January 31, 2027, in substantially the form attached as **Exhibit A**.

Section 3: This Resolution shall be in full force and effect upon its passage and approval in accordance with law.

PASSED AND APPROVED by the City Council of Rolling Meadows, Cook County, Illinois this 27th day of January, 2026.

AYES:

NAYS:

ABSENT:

Lara Sanoica, Mayor

ATTEST:

Judith Brose, Deputy City Clerk

Exhibit A

Proposal and Terms



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

January 21, 2026

City of Rolling Meadows
3600 Kirchoff Road
Rolling Meadows, IL 60008

Attention: Mr. Glen Cole, Assistant City Manager & Community Development Director

Subject: Community Development Department
2026 Engineering Services

Dear Mr. Cole:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to submit this proposal to provide professional engineering services for the Community Development Department of the City of Rolling Meadows (CITY).

UNDERSTANDING OF ASSIGNMENT

It is our understanding that the CITY is seeking assistance from CBBEL to provide general engineering services to the Rolling Meadows Community Development Department. This agreement does not supersede or modify any existing professional agreement that CBBEL has with the CITY related to CITY sponsored or directed capital improvement projects.

SCOPE OF SERVICES

CBBEL shall provide professional engineering services as requested by the CITY and at the CITY's direction. Such services may include, but are not limited to, the following:

- Providing CITY staff with answers to engineering questions, as necessary.
- Attending CITY Council meetings as directed by CITY staff.
- Signing/Sealing documents as the "CITY's CONSULTANT ENGINEER" (e.g., MWRDGC, IEPA permits, elevation certificates, etc.)
- Meeting with developers and their design professionals to discuss preliminary engineering requirements and key engineering issues.
- Performing comprehensive engineering reviews of proposed development plan submittals according to the CITY Code, best practices covering all disciplines of municipal engineering, including but not limited to potable water, sanitary sewer collection, storm sewer collection, stormwater ordinance compliance, traffic, Americans with Disabilities Act, and any applicable stakeholder agencies including the Army Corp of Engineers, Illinois Department of Transportation, Illinois Department of Natural Resources, Illinois Environmental Protection Agency, Metropolitan Water Reclamation District of Greater Chicago (MWRDGC) and others. CBBEL will complete these reviews within ten business days of receiving submittals from the CITY.

- Performing Site Inspections and providing documented Inspection Reports to the CITY within five business days of inspection. Inspections shall be scheduled by the CITY with 24 hour advanced notice. CBBEL's availability for Site Inspections when less than 24 hour notice is provided is not guaranteed.
- Performing Site Inspections for compliance with Storm Water Pollution Prevention Plan (SWPPP) requirements at intervals as required by CITY Code and Regulatory Agency(s).

COMPENSATION

We will bill you at the hourly rates specified on the attached Schedule of Charges and establish our contract in accordance with the attached General Terms and Conditions. These General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services. It is understood that the term of this agreement shall begin February 1, 2026 and extend through January 31, 2027.

Please sign and return one copy of this agreement as an indication of acceptance and notice to proceed.

Please feel free to contact us anytime.

Sincerely,



Michael E. Kerr, PE
President

THIS PROPOSAL, SCHEDULE OF CHARGES AND GENERAL TERMS AND CONDITIONS ACCEPTED FOR THE CITY OF ROLLING MEADOWS:

BY: _____

TITLE: _____

DATE: _____

Encl: Schedule of Charges (2020 Rates)
General Terms and Conditions (revised Jan. 21, 2026)

CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
APRIL, 2020

<u>Personnel</u>	<u>Charges*</u> <u>(\$/Hr)</u>
Principal	275
Engineer VI	251
Engineer V	208
Engineer IV	170
Engineer III	152
Engineer I/II	121
Survey V	229
Survey IV	196
Survey III	172
Survey II	126
Survey I	100
Engineering Technician V	198
Engineering Technician IV	161
Engineering Technician III	146
Engineering Technician I/II	68
CAD Manager	177
Assistant CAD Manager	153
CAD II	135
GIS Specialist III	148
GIS Specialist I/II	94
Landscape Architect	170
Landscape Designer I/II	94
Environmental Resource Specialist V	216
Environmental Resource Specialist IV	170
Environmental Resource Specialist III	139
Environmental Resource Specialist I/II	94
Environmental Resource Technician	114
Administrative	104
Engineering Intern	63
Information Technician III	130
Information Technician I/II	116

Direct Costs

Outside Copies, Blueprints, Messenger, Delivery Services, Mileage Cost + 12%

*Charges include overhead and profit

Christopher B. Burke Engineering, Ltd. reserves the right to increase these rates and costs by 5% after December 31, 2020.

CHRISTOPHER B. BURKE ENGINEERING, LTD.
GENERAL TERMS AND CONDITIONS
City of Rolling Meadows Community Development
Plan Reviews and Site Inspections

1. Relationship Between Engineer and Client: Christopher B. Burke Engineering, Ltd. (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

Furthermore, causes of action between the parties to this Agreement pertaining to acts of failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. Responsibility of the Engineer: Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

3. Changes: Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
4. Suspension of Services: Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumption of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to

provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

5. Termination: This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.

6. Documents Delivered to Client: Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

Notwithstanding the foregoing, Client and Engineer acknowledge and agree that work product of Engineer under this Agreement may constitute public records that are subject to retention and disclosure under the Illinois Local Records Act (50 ILCS 205/1 et seq.) and the Illinois Freedom of Information Act (5 ILCS 140/1 et seq.). Client and Engineer mutually agree that, in connection with any such disclosure to or use by a party that is not Client or Engineer, neither Party can: guarantee confidentiality; prohibit reuse; or hold harmless and indemnify the other Party.

7. Reuse of Documents: All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.

8. Standard of Practice: The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.
9. Compliance With Laws: The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is

advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.

10. Indemnification: Engineer shall indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

11. Opinions of Probable Cost: Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
12. Governing Law & Dispute Resolutions: This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the **State of Illinois**.

Any claim, dispute or other matter in question arising out of or related to this Agreement, which can not be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to arbitration (if arbitration is agreed upon by the parties of this Agreement) or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

13. Successors and Assigns: The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
14. Waiver of Contract Breach: The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
15. Entire Understanding of Agreement: This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
16. Amendment: This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".

17. Severability of Invalid Provisions: If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
18. Force Majeure: Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
19. Subcontracts: Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.
20. Access and Permits: Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer perform such services.
21. Designation of Authorized Representative: Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
22. Notices: Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.
23. Limit of Liability: The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.
24. Client's Responsibilities: The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

25. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.
26. Payment: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:
- Collection Costs. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.
- Suspension of Services. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.
27. Job Site Safety/Supervision & Construction Observation: When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Engineer which involve the acts or omissions performed by it in the enforcement of any provisions of the Client's rules, regulation and/or ordinance shall be defended by the Client until final termination of the proceedings. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

28. Insurance

- a. Engineer shall provide certificates of insurance evidencing the following minimum insurance coverage and limits. Insurance coverage shall be in form, and from companies, acceptable to Client and shall name "***The City of Rolling Meadows and its elected and appointed officials, officers, employees, agents, attorneys, Engineers, and representatives,***" as Additional Insured on a primary and non-contributory basis. The insurance coverage and limits set forth below shall be deemed to be minimum coverage and limits and shall not be construed in any way as a limitation on Engineer's duty to carry adequate insurance or upon Engineer's liability for losses or damages arising from this Contract. The minimum insurance coverage and limits that shall be maintained at all times by Engineer while providing, performing, or completing services under this Agreement are as follows:
- i. A. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
 - ii. B. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
 - iii. C. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.
 - iv. D. Professional Liability Insurance: \$1,000,000 per claim with respect to injury or damage arising out of acts, errors, or omissions in providing the professional services under this Agreement, but not limited to the following:
 1. Preparing, approving or failure to prepare or approve maps, drawings, opinions, report, surveys, change orders, designs or specifications;
 2. Providing direction, instruction, supervision, inspection, engineering services or failing to provide them if that is the primary cause of injury or damage."

29. Hazardous Materials/Pollutants: Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is a operation, maintenance and repair activity for which the Engineer is not responsible.

30. No Personal Liability: No Party's elected and appointed officials, officers, partners, and employees, agents, consultants and sub-consultants, and representatives shall be personally liable, in law or in contract, as the result of the execution of this Agreement.

31. No Conflicts of Interest: The Engineer represents and certifies that, to the best of its knowledge: (1) no Client employee or agent is interested in the business of the Engineer or this Agreement; (2) as of the date of this Agreement, neither the Engineer nor any person employed or associated with the Engineer has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Engineer nor any person employed by or associated with the Engineer shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.
32. Not Barred; No Collusion: The Engineer represents and certifies that the Engineer is not barred from contracting with a unit of state or local government as a result of (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Engineer is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 et seq.; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq. If at any time it shall be found that the Engineer has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Engineer shall be liable to the Client for all loss or damage that the Client may suffer, and this Agreement shall, at the Client's option, be null and void.
33. Compliance with Contracting Laws and Grants: Engineer shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation, if applicable, the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq., the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. Engineer shall also comply with all conditions of any federal, state, or local grant received by the Client or Engineer with respect to this Agreement or the Services. Engineer shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Engineer's, or its subcontractors, performance of, or failure to perform, the Services or any part thereof. Every provision of law required by law to be inserted into this Agreement shall be deemed to be inserted herein.



AGENDA
CITY COUNCIL MEETING

City Hall – Council Chambers
3600 Kirchoff Road
Rolling Meadows, IL 60008

February 10, 2026
7:00 p.m.

CALL TO ORDER: Mayor Lara Sanoica

PLEDGE OF ALLEGIANCE TO THE FLAG:

ROLL CALL: KAREN MCHALE, NICK BUDMATS, KEVIN O'BRIEN, JENIFER VINEZEANO,
STEFANIE BOUCHER, MANDY REYEZ, MIKE KOEHLER

NEXT ORDINANCE NO. **26-00**
NEXT RESOLUTION NO. **26-R-00**

MOTION TO APPROVE CITY COUNCIL MINUTES OF THE JANUARY 13, 2026 CITY COUNCIL MEETING

MAYOR'S REPORT:

WARD REPORTS:

MEETING OPEN TO THE PUBLIC FOR 20 MINUTES:

PENDING:

A) Ordinance No. **26-00** – Amend the City Code Regarding the Dissolution of the Economic Development Committee of the City of Rolling Meadows (2nd Reading)

CONSENT ORDINANCES:

B) Ordinance No. **26-00** – Update the City's Rental Dwelling Licensing Program (Chapter 18, Article XI) (1st Reading)

NEW BUSINESS:

C) MOTION TO APPROVE PAYMENT OF BILLS ON WARRANT February 10, 2026

CONSENT RESOLUTIONS:

D) Resolution No. **26-R-00** – Update the Current City of Rolling Meadows Emergency Operations Plan (EOP)

OTHER BUSINESS & REPORTS:

Mayor's Appointments:

Mayor's Proclamations:

City Clerk's Report:

City Staff Reports:

- 1) Community Items of Interest
- 2) December 2025 Financial Report
- 3) January 2026 New Business Report
- 4) February 17, 2026 Committee of the Whole Draft Agenda
- 5) February 24, 2026 City Council Draft Agenda

MATTERS NOT ON THE AGENDA:

CLOSED SESSION:

ADJOURNMENT:

DRAFT