

June 15, 2021 Council QA

Wednesday, June 9, 2021 5:09 PM

G. PUBLIC FORUM:

1. **21-0800** Proclaim June 23, 2021 Rotary Club of Naperville Sunrise Day in the City of Naperville

I. CONSENT AGENDA:

1. **21-0776** Approve the Cash Disbursements for the period of 05/01/2021 through 05/31/2021 for a total of \$27,803,772.47

Q:	Please provide a graph by department budget approved against current spend for the year?	Gustin
A:	Please see the attached Department Financial Chart for May 2021.	Munch
Q:	Please explain two highlighted items: 30213 05/06/2021 EFT 1341 WISHLIST REWARDS LLC 5725 04/22/2021 05/06/21 50,000.00 Invoice: 5725 EMPLOYEE RECOGNITION PROGRAM - 4,315.00 41101500 511131 OTHER COMPENSATION 38,895.00 70101100 511131 OTHER COMPENSATION 6,790.00 40101300 511131 OTHER COMPENSATION And 30237 05/13/2021 EFT 1123 ANTARTIC MECHANICAL SERVICES INC 26400*05 03/31/2021 05/13/21 162,651.22 Invoice: 26400*05 (WU029) 20-212 - IMPROVEMENTS CHECK 30237 TOTAL: 162,651.22	Gustin
A:	Wishlist Rewards: In 2021, the City has transitioned to an on-line tool for its employee recognition program. Wishlist, a secure online platform, allows employees to send and redeem rewards electronically. The referenced disbursement was to fund the on-line tool with Wishlist. Antarctic Mechanical: The referenced disbursements are related to work completed on CIP project WU029, which is improvements to City well number 31. This invoice is a progress payment on the project.	Munch
Q:	What is the City's agreement with NCTV coverage, etc? Please provide a copy of such agreement. 30285 05/13/2021 EFT 14934 NAPERVILLE COMMUNITY TELEVISION 6312 05/04/2021 20210210 05/13/21 500.00 Invoice: 6312 FILMING AND EDITING OF THREE SHORT VIDEOS NAPERVILLE COMMUNITY TELEVISION 6317 05/10/2021 20210519 05/13/21 3,500.00 Invoice: 6317 POLICE WEEK VIDEO CHECK 30285 TOTAL: 4,000.00	Gustin
A:	The City maintains an agreement with NCTV for professional services, including staffing and broadcasting of public meetings, technical support, and production services for the annual State of the City event. That agreement was most recently updated and approved by Council in November 2020. Occasionally, various City departments require video production services that are outside the scope of the City's agreement with NCTV. In those instances, established procurement rules are followed and put out to bid to source those services. NCTV is often the lowest bidder among those vendors quoting services, as was the case with the referenced Naper Settlement and Police Department disbursements. The following NCTV agreements are attached: November 2020 Agreement, Police Week Video Agreement and Naper Settlement Virtual Field Trip Videos Agreement	Munch

2. **21-0749** Approve the regular City Council meeting minutes of June 1, 2021
3. **21-0809** Approve the City Council meeting schedule for July, August & September 2021
4. **21-0801** Approval of Mayoral appointments to various boards and commissions

Q:	Please give the status of the current commissioners and vacancies of the SECA commission. Along with their years and term status.	Hinterlong
A:	The SECA Commission is made up of nine members appointed to two, three-year terms. Current SECA Commissioners and terms are as follows: Nancy Turner First Term: 06/01/2019 - 05/30/2022 Shannon Greene Robb First Term: 06/01/2019 - 05/30/2022	Barfuss

<p>Jacque Clermont First Term: 06/01/2019 - 05/30/2022</p> <p>Nancy Chen First Term: 08/04/2020 - 05/30/2023</p> <p>Donna Kearney Second Term: 06/01/2020 - 05/30/2023</p> <p>Vicki Coletta Second Term: 06/01/2020 - 05/30/2023</p> <p>The agenda item appoints new commissioners for the following three vacancies:</p> <p>One member termed out May 31, 2020 but stayed on the Commission as many board/commission appointments were extended during COVID-19.</p> <p>Two members termed out May 31, 2021.</p>	
<p>Please see the attached corrected memo for this agenda item. The term ending dates of 05/30/2023 for the majority of the appointees is an error. The terms should end 05/30/2024 to correctly reflect the 3-year term.</p>	<p>Barfuss</p>

- 5. **21-0379** Approve the award of Cooperative Procurement 21-143, Unit 719 (2009 Ford F650 truck) Replacement, to National Auto Fleet Group for an amount not to exceed \$173,929
- 6. **21-0708** Approve the award of Cooperative Procurement 21-224, Hewlett Packard Laptop Refresh, to Insight Public Sector for an amount not to exceed \$235,936.00

<p>Q:</p>	<p>Would we need to replace these desktops if we were not making things more mobile by converting to laptops? Or is it time to replace the desktops and so it was decided to replace with laptops?</p>	<p>Taylor</p>
<p>A:</p>	<p>For many years, the City has operated with a policy to replace personal computers after three years of use. This has been found to be the optimal life for staying current with maintenance and support, performance, capabilities, features, and security.</p> <p>These replacements are staggered so that every year some fraction of all personal computers reaches its three year mark and is replaced.</p> <p>These desktops are due for replacement. Depending on the functions, some are being replaced with laptops to increase workforce mobility and flexibility, enhancing business continuity and resilience</p>	<p>Nguyen</p>

- 7. **21-0605** Approve the award of Cooperative Procurement 21-213, General Supplies and Equipment, to Amazon for an amount not to exceed \$200,000 and for an 18-month term

<p>Q:</p>	<p>What kind of items are being purchased through Amazon? Why cannot these items be purchased through our other contracts? We obviously were able to get all our purchasing needs met before 2016 without Amazon. What discounts are we expecting by shifting so much of our purchasing to Amazon? My experience is that although convenient and quick shipping, pricing usually is not usually any cheaper through Amazon than from other stores.</p>	<p>Taylor</p>
<p>A:</p>	<p>The items purchased through Amazon are generally small dollar amount items purchased on an as needed basis throughout the year. A few examples of the most common supplies purchased include Communication Device Accessories (ex. mobile phone cases, touch screen protectors, headsets, etc.), Audio Visual Equipment (ex. microphones, speakers, external memory drives, etc.), batteries, and various cables and connectors.</p> <p>The City maintains contracts with other vendors for specific supplies and equipment, such as Office Depot, Staples, and Grainger. Many of the items available through these contracts are also available through Amazon. As mentioned in the memo, staff is still obligated to consider existing contracts for such items but may also consider Amazon as an option when less expensive or if selection, convenience, and shipping are priorities. Establishing a City contract with Amazon will augment existing purchasing options, as well as improve staff's ability to control and track City spend.</p> <p>The discounts realized through Amazon are primarily related to the City's account being linked to the Omnia Purchasing Cooperative. Additional discounts are realized through Quantity Discounts, the City's Business</p>	<p>Catalano</p>

	Account, as well as Amazon's dynamic pricing structure, where suppliers continuously compete to be the lowest seller. Additional discounts related to shipping will be realized when Prime Membership is activated.	
Q:	Were there any other Coops evaluated for this use? Also, please provide a general outline of the accounting/control procedures in place to prevent abuse of the P cards. Dollar limits, signature authority, review procedures, etc.	Leong
A:	<p>Yes, procurement staff, as well as department staff, considered multiple cooperative purchasing options for general supplies and equipment.</p> <p>All City purchases, including those made via P-Card, are subject to the City's Procurement Code. In addition to the Code, the City maintains a P-Card policy. The policy states that all employees authorized to have a P-Card must first receive approval from their department head, as well as the Finance Director. In addition, each P-Card holder must certify that her or she has read and will comply with the requirements of the Code and policy.</p> <p>As for specific controls in place, each P-Card holder is limited to a certain dollar threshold, in most cases \$1,000. If a purchase exceeds \$1,000, additional requirements must be met per the Code, i.e. quotes, cooperative pricing, etc. Each week, all P-Card transactions are uploaded to the City ERP system for review and approval. Each transaction follows a 3-step approval workflow, which includes, at a minimum, department manager, budget, and P-Card administrator.</p> <p>Finally, at or around yearend, Procurement performs an analysis of all City spending, including P-Card spend, to identify small dollar amount purchases (< \$1,000) where the cumulative spend over the course of the year exceeds certain dollar thresholds. If an instance is identified, staff will recommend that a bid be issued (or a cooperative be identified) and a formal contract be setup.</p>	Catalano

8. **21-0703** Approve the award of Option Year One to Contract 19-310, Maintenance Support Services, to JP Superior Cleaning and Janitorial Services Corporation for an amount not to exceed \$144,441.26

Q:	Shouldn't their be some savings due to limited use of the grounds due to COVID?	Hinterlong
A:	This is the first one-year extension of the current contract for the upcoming July 2021-June 2022 time-period which is not impacted by COVID. For the first six months of 2021, we were open to the public which means appropriate cleaning protocols were in place.	Pistorio
Q:	Does the language of the original agreement cover increases during the option years? Have we considered going back out to bid to control costs?	Leong
A:	The current agreement does allow for an increase during the option year(s) but does not specify the increase amount. JPS requests a 3% increase to cover insurance expenses. During the RFP process in 2020, the city was able to negotiate a lower rate during the contract negotiations and a reduction in hours due to COVID because of event cancellations, etc. JPS was the only vendor who scored an acceptable rating during the RFP process. This vendor has exceeded expectations in performance of their contract and to control hours while responding to shifts in operational schedules. As a result, we did not choose to go out for bid after only 12 months.	Pistorio

9. **21-0716** Approve the award of Option Year Three to Contract 17-020, Custodial/Janitorial Services for City Sites, to Citywide Building Maintenance for an amount not to exceed \$489,116.00
10. **21-0722** Approve the award of Option Year Three to Contract 17-097, Holiday Lighting and Decorations, to Holiday Creations Pro, Inc. for an amount not to exceed \$173,040

Q:	Have we considered putting this back out to bid? This feels very north and downtown centric. Has there been any discussion regarding holiday decorations somewhere in the south?	Leong
A:	<p>The RFP for holiday lights was conducted in 2017 and was designed to be a long term contract so that the purchase and/or replacement of the lights and the displays could be spread over multiple years to keep the budget stable. The vendor has performed very well and their pricing has not increased in the five years of the contract. The only increases in contract cost have been for additional lighting that the City requested.</p> <p>Holiday lighting is funded through the downtown SSA (with the exception of the decorations at the Municipal Center). At this point there is no general fund budget for holiday lighting outside of the downtown area.</p>	Dublinski

11. **21-0733** Approve the award of Change Order #1 to Contract 19-009, 248th Avenue Preliminary Engineering Study, to Civiltech Engineering for an amount not

to exceed \$39,998 and a total award of \$341,079

- 12. **21-0797** Approve the award of Change Order #3 to Contract 16-135, Design Engineering Services for the North Aurora Road Underpass, to TranSystems for an amount not to exceed \$183,150 and a total award of \$2,207,048.35

- 13. **21-0582** Approve the award of JOC Procurement WU-001-CY21-A, Water Service Center Exterior Security Upgrades, to Robe Construction Inc. for an amount not to exceed \$310,943.48 plus a 5% contingency

Q:	Are there any instances of unauthorized individuals entering the Ogden Ave site?	Taylor
A:	There have been no unauthorized access to the interior of the buildings. Vehicle and pedestrian traffic often use the Water Services Center property at 1200 W. Ogden as a means to avoid traffic lights and to create a shorter route down Ogden Avenue. With all the large construction traffic, operational traffic and customer traffic at the Water Service Center we consider this is a potential safety issue for the both the public and employees.	Blenniss
Q:	Who will actually be doing this work through Robe?	Hinterlong
A:	Expected contractors by work activity: <ul style="list-style-type: none"> • Fence – Sandover Fencing • Electrical & Communications – Pace Systems • Construction/Trenching/Concrete - Robe Construction 	Blenniss

- 14. **21-0813** Approve the recommendation by Alliant Insurance to award Property, Cyber Liability and Pollution Liability insurance coverage through the Alliant Property Insurance Program for an amount not to exceed \$643,139.88 and for a one-year term

Q:	Given the explanation for why our rate dramatically increased, should we expect the rate to be this high going forward?	Taylor
A:	Staff engages in regular discussions with our insurance broker, Alliant, on both the status of City claims and the insurance industry in general. After last year's increase, Alliant informed the City that we should expect to see another increase of 10 to 20 percent in 2021. Staff budgeted accordingly for this year. Unfortunately, the insurance market remained very challenging through the end of 2020 and into 2021 resulting in the higher than anticipated increase. It remains unclear for how long the insurance market might remain in this uncertain state. Attached is a recent market update from Alliant.	Munch
Q:	Why don't we pay monthly while we take this out to bid? Explain why we weren't on top of this?	Hinterlong
A:	Staff engages in regular discussions with our insurance broker, Alliant, on both the status of City claims and the insurance industry in general. After last year's increase, Alliant informed the City that we should expect to see another increase of 10 to 20 percent in 2021. Staff budgeted accordingly for this year. Unfortunately, the insurance market remained very challenging through the end of 2020 and into 2021 resulting in the higher than anticipated increase. City staff does not have expertise in the insurance market, which is why we use the services of a professional insurance broker to shop for the best rates as well as provide claims support. Those services are competitively sourced through an RFP process to ensure that we are receiving high-quality and affordable services. Alliant began working on the renewal process six months in advance; however, the insurance market is such that final pricing is not provided by insurance carriers until closer to the renewal deadline, usually 30 days. The current insurance policy is not offered on a month-by-month basis. Given the approaching policy renewal deadline and the significant liability that would exist if coverage lapsed, there is not enough time to shop other policies; however, staff is evaluating options moving forward to ensure that insurance pricing aligns with the market in general and the City is not overpaying.	Munch
Q:	This is a fairly hefty increase. I understand Alliant is just the recommending party. I don't have any experience with Alliant. Did they do a good job? How might we know? Did we receive any recommendations from an alternative broker? Do we have posture regarding an insurance company's ability/willingness to pay claims?	Leong
	City staff does not have expertise in the insurance market, which is why we use the services of a professional insurance broker to shop for the best rates as well as provide claims support. Those services are competitively sourced through an RFP process to ensure that we	Munch

are receiving high-quality and affordable services. The City first entered into a two-year agreement with Alliant in 2017 and has since exercised two annual contract renewals with the current contract term ending this October. One additional option year exists. Alliant has performed well in terms of responsiveness to staff, assisting with claims processing, and communicating updates on the insurance marketplace. The City does not have a relationship with other insurance brokers outside of our contract with Alliant, but Alliant does seek proposals from several carriers before presenting the most cost-effective option to the City. In terms of the payment of claims, the City has not seen any reluctance to pay claims by our carriers in recent history.

15. **21-0815** Approve the recommendation by Alliant Insurance Services to award Excess Liability Insurance coverage to Great American Insurance Company for a one-year term and an amount not to exceed \$207,210
16. **21-0807** Approve the fireworks display application and issue a permit for the July 10, 2021 display at White Eagle Golf Club
17. **21-0789** Adopt the resolution approving the Third Amendment to the Intergovernmental Agreement between the City of Naperville, the City of Aurora and the Naperville Township for the additional land acquisition and additional design engineering for the North Aurora Road Underpass

Q:	How many properties do we have yet to acquire?	Hinterlong
A:	Additional property rights are needed from eight parcels for the North Aurora Road Underpass project. See the attached exhibit. New temporary and/or permanent easements are needed from the CN/WCL Railroad, BNSF Railroad, and two Comed properties. An easement is needed from the City's property of the south side of North Aurora Road, east of the CN/WCL railroad during construction for the temporary realignment of the tracks. Lastly, three previously acquired temporary construction easements need to be renewed since they will expire before the anticipated completion of the new structure.	Hynes

18. **21-0769** Adopt the resolution authorizing a workers' compensation settlement between Robert McQuen and the City of Naperville
19. **21-0796** Waive the first reading and pass the ordinance temporarily extending certain executive order regulations regarding off-premises consumption liquor sales by non-package licensed establishments, 30-minute downtown on-street parking, and outdoor dining on public and private property (six positive votes required)

Q:	I'm hearing concerns of people want their parking back on the streets. The 30 minute parking needs to change in the evening hours to accommodate people having dinner.	Hinterlong
A:	Various timed parking regulations are in place to accommodate the variety of reasons visitors come to downtown Naperville. While the on-street spaces are currently designated as 30-Minutes to support the increase in short trips, there remain over 2,500 public spaces designated as 3-Hours or longer to accommodate longer visits. City staff will be working with the Downtown Naperville Alliance through the summer and fall to develop a recommendation for the on-street spaces.	Louden

20. **21-0758** Waive the first reading and pass the ordinance amending Section 3-3-11 (Liquor License and Permit Classifications) of Chapter 3 (Liquor and Tobacco Control) the Naperville Municipal Code expanding the Class R - Legitimate Theater House license to allow service during live theater and events onsite (requires six positive votes)

Q:	Didn't they come in for this already? Maybe a few meetings ago?	Hinterlong
A:	No. There was a request last year by a person seeking to open a jazz club to expand service hours to no later than one-half hour before the end of a performance. The jazz club did not open. Center Stage was not involved	Lutzke

in that request.

21. **21-0760** Waive the first reading and pass the ordinance amending the Naperville Traffic Schedule to modify traffic controls in the Westside neighborhood (requires six positive votes)
22. **21-0761** Waive the first reading and pass the ordinance amending the Naperville Traffic Schedule to convert Eagle Street to a one-way street between Benton and Jefferson Avenues (requires six positive votes)

Q:	Will the changes be for a specific time of the day?	White
	There was a concern for the street being too narrow for snow removal. I agree, but it only needs to be this way during the snow (winter) months?	
A:	Eagle Street between Benton and Jefferson will be one-way southbound at all times. Consideration was given to the street being one-way only during school drop-off and pick-up times, but it was determined that this could cause confusion for all roadway users and lead to unsafe conditions. Concerns regarding the width of Eagle Street were raised when the City Council reviewed the Westside Neighborhood Traffic Study recommendations in February 2021. The study included a recommendation to add parking on the east side of the street. Currently parking is only permitted on the west side and there were concerns that allowing parking on both sides could limit snow operations. Staff reviewed this and is no longer recommending the addition of parking on the east side. The existing parking on the west side will remain.	Louden

23. **21-0758B** Pass the ordinance amending Section 5-1B-2 of Article B (Residential Code) of Chapter 5 (Building Codes) of Title 5 (Building Regulations) of the Naperville Municipal Code to require the submittal of a cash deposit to obtain a Temporary Certificate of Occupancy for buildings constructed under the International Residential Code

Q:	Is \$2000 enough to cover our costs if we have any issues from a builder or property owner?	Hinterlong
A:	In the unlikely event that a builder/property owner fails to complete the required work within two years of the expiration of a temporary certificate of occupancy and forfeits the \$2000 bond, the bond value will probably not cover the cost of staff involvement. During those two years, the inspection team will continue to follow-up with calls, email, and letters, the code enforcement officers will take more formalized action, and then the Legal Department will get involved since the City will be required to go to court to compel the owner to complete the work. Please note however that the bond amount is not intended to offset costs incurred by the city, but rather to establish an appropriate incentive for the builder/property owner to complete the work so the funds can be returned.	Zibble

24. **21-0731B** Pass the ordinance granting a variance to the front yard setback and the permitted obstructions in required yards in order to construct a front porch at 24 South Columbia Street - PZC 21-1-059
25. **21-0794** Pass the ordinance approving a minor change to the River Main PUD to accommodate a building overhang on the upper boardwalk and lower Riverwalk on the subject property - PZC 21-1-028

J. PUBLIC HEARINGS:

1. **21-0802** Conduct the public hearing for the Program Year 2020 Community Development Block Grant (CDBG) Consolidated Annual Performance Evaluation Report
2. **21-0799** Accept the Program Year 2020 Community Development Block Grant (CDBG) Consolidated Annual Performance Evaluation Report

3. **21-0372B** Receive the staff report for Julian Woods located at 806 South Julian Street - PZC 21-1-002 (Item 1 of 5)
4. **21-0421** Conduct the public hearing to consider the Annexation Agreement for Julian Woods located at 806 South Julian Street - PZC 21-1-002 (Item 2 of 5)
5. **21-0422** Pass the ordinance authorizing the execution of the Annexation Agreement for Julian Woods located at 806 South Julian Street - PZC 21-1-002 (requires six positive votes) (Item 3 of 5)
6. **21-0423** Pass the ordinance annexing Julian Woods located at 806 South Julian Street - PZC 21-1-002 (Item 4 of 5)
7. **21-0424** Pass the ordinance rezoning Julian Woods located at 806 South Julian Street to R1 upon annexation - PZC 21-1-002 (Item 5 of 5)
8. **21-0753** Pass the ordinance revoking ordinances 21-052, 21-053, 21-054, and 21-055 for 836 South Julian Street - PZC 21-1-029 (Item 1 of 7)
9. **21-0576C** Receive the staff report for 836 South Julian Street - PZC 21-1-029 (Item 2 of 7)
10. **21-0601B** Conduct the public hearing to consider the Annexation Agreement for 836 South Julian Street - PZC 21-1-029 (Item 3 of 7)
11. **21-0610B** Pass the ordinance authorizing the execution of the Annexation Agreement for 836 South Julian Street - PZC 21-1-029 (requires six positive votes) (Item 4 of 7)
12. **21-0611B** Pass the ordinance annexing 836 South Julian Street - PZC 21-1-029 (Item 5 of 7)
13. **21-0612B** Pass the ordinance rezoning 836 South Julian Street to R1A upon annexation - PZC 21-1-029 (Item 6 of 7)
14. **21-0613B** Pass the ordinance approving the preliminary/final plat of subdivision for 836 South Julian Street - PZC 21-1-029 (Item 7 of 7)

L. ORDINANCES AND RESOLUTIONS:

1. **21-0591B** Receive the staff report regarding the Iron Gate Motor Condos PUD located at 2228 Ferry Road, Naperville - PZC 20-1-065 (Item 1 of 3)

Q:	Regarding item L1, how many masonry deviations has Council approved for multifamily units since masonry standards were adopted in 2002? What have been the typical reasons that exemptions have been granted?	Holzhauser
A:	Unfortunately, a comprehensive list of all variances granted to the masonry requirement is not readily available. However, recent examples include Naperville Elderly, Tramore townhomes, and Lincoln at CityGate Centre. For Naperville Elderly, a masonry variance was sought in order to reduce project costs for the proposed senior affordable units. For Tramore, a variance was sought in order to use siding materials which achieved the desired modern farmhouse design. For Lincoln, the proposed apartments were to be located in a commercial development which includes primarily precast concrete and metal accents; the use of brick would have been an inconsistent design feature.	Laff

2. **21-0792** Pass the ordinance approving a major change to the Iron Gate Motor Condos PUD and associated deviations for the property located at 2228

Ferry Road, Naperville - PZC 20-1-065 (Item 2 of 3)

3. **21-0793** Pass the ordinance granting a stormwater variance for Iron Gate Building
3, Phase 2A and Phase 2B for the property located at 2228 Ferry Road,
Naperville - PZC 20-1-065 (Item 3 of 3)

Q:	How many students are expected to be generated and in what school district? What expected price range will each type of dwelling sell for? Is there any green space planned within PUD boundaries? If this development is constructed what percent of the PUD would actually be conditional use residential vs primary use Industrial?	Sullivan
A:	<p>The property is located within School District 204. Based on the recently approved student generation table, a total of 13.107 students would be generated from the 51 townhome units based on an assumption of 2-bedroom units. The number of students generated for each unit will be verified and adjusted at the time of the building permit issuance based on the actual number of bedrooms in the unit.</p> <p>The petitioner anticipates the dwelling units to range from \$465,000 to \$825,000 in price.</p> <p>If the residential components are approved in the PUD, approximately 13% of the PUD would be used comprised of residential uses.</p> <p>Attached is an Open Space Exhibit showing approximately 20.3 acres of open space which includes a hiking trail, elevated boardwalk, and pergola area.</p>	Kopinski
Q:	Can you provide color renderings of the proposed elevations please?	Hinterlong
A:	Please find that item attached.	Kopinski

4. **21-0812** Pass the ordinance approving an amendment to increase the City of
Naperville Annual Budget for Calendar Year 2020 by \$8,706,400 (requires
six positive votes)

Q:	Did we generate revenue elsewhere to replace this increase in the budget?	Taylor
A:	In most cases, the additional expenditures were offset by revenues also exceeding budget projections. This is true in the CDBG, Debt Service, E911, ETSB, Foreign Fire Insurance, Library Special Revenue, and SSA #23 funds. However, some funds did not bring in additional revenues, and existing cash balance covers the increased expenditures. For example, in early 2020, the Electric Utility expanded the renewable energy rebate program to include improvements such as residential solar panels. This greatly increased the demand for rebates. Because the fund held excess cash reserves, staff continued to approve rebates throughout 2020 instead of turning away residents. Naper Settlement is another fund that will use cash reserves in 2020 as non-property tax revenues declined significantly in 2020. The Water Street TIF did see higher than expected revenues; however, most of the overage is due to interfund transfers, which are still considered expenses from a budgetary standpoint. It is important to note that while the total budget is being increased, expenses across all funds remain under budget. Addressing only those funds that went over budget is simply the most efficient method for ensuring compliance with annual audit requirements and generally accepted accounting principles.	Munch
Q:	I understand that in spite of the increases, we still remain under budget. How does this reconcile with the debt that we recently assumed? Is there any opportunity to retire more debt early?	Leong
A:	The City did take on additional debt in 2020 in order to preserve cash in the Capital Projects Fund as the Home Rule Sales Tax (HRST) was not performing well in 2020. HRST has recovered in 2021 and is now generating some additional revenue with the addition of online sales tax dollars. This should have a positive impact on borrowing needs in the future. That said, the HRST is unlikely to perform at a level, now or in the future, that would eliminate the need to borrow for capital projects. None of the City's existing debt is callable in 2021. The next opportunity to refinance debt is in 2022 and 2023. Staff will evaluate the benefit of refunding those bonds closer to their call dates.	Munch
Q:	I assume because this is coming out of the same fund that we don't have to replenish whatever we take out of this fund like we would have to if electric borrowed from water?	White
A:	That is correct. This action just aligns the budget with actual expenses for 2020. There is no movement of dollars between funds and no future action will be required if the amendment is approved.	Munch

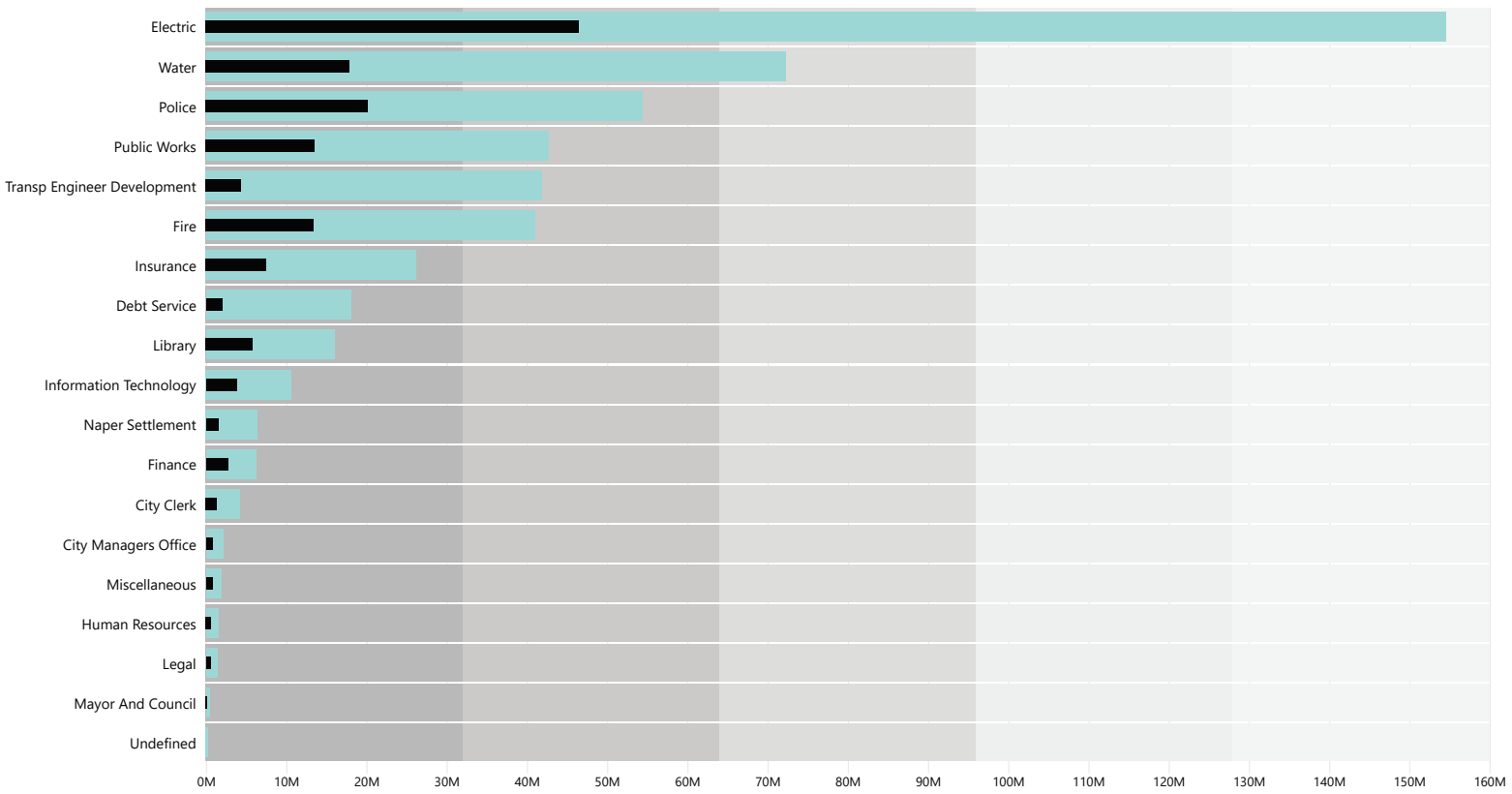
O. REPORTS AND RECOMMENDATIONS:

1. **21-0782** Receive the June 2021 Financial Report

Please find attached the slide deck that will be presented at the June 15, 2021 City Council meeting as part of this agenda item.	Munch
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The June 2021 Monthly Report PPT is attached.

2021 Department Budget to Actual - May



RESOLUTION NO. 20 – 33

**A RESOLUTION
APPROVING AN AGREEMENT BETWEEN THE CITY OF NAPERVILLE
AND NAPERVILLE COMMUNITY TELEVISION**

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NAPERVILLE, COUNTIES OF DUPAGE AND WILL, ILLINOIS, in exercise of its home rule authority, as follows:

SECTION 1: The agreement between the City of Naperville and Naperville Community Television attached hereto and made part hereof as Exhibit A ("Agreement"), is hereby approved subject to minor revisions as may be approved by the City Attorney.

SECTION 2: The City Manager is hereby authorized to execute, and the City Clerk to attest, the Agreement between the City of Naperville and Naperville Community Television on behalf of the City of Naperville as provided herein.

SECTION 3: This Resolution shall be in full force and effect from and after its passage and approval.

PASSED this 17th day of November 2020.

AYES: CHIRICO, BRODHEAD, COYNE, GUSTIN, HINTERLONG, KELLY,
KRUMMEN, SULLIVAN, WHITE

APPROVED this 18th day of November 2020.



Steve Chirico
Mayor

ATTEST:



Grace Michalak
Records Clerk



EXHIBIT A

AGREEMENT BETWEEN THE CITY OF NAPERVILLE AND NAPERVILLE COMMUNITY TELEVISION

THIS AGREEMENT ("Agreement") entered into this 18th day of November, 2020 ("Effective Date"), between the City of Naperville, an Illinois municipal corporation and home rule unit of local government under the Constitution and laws of the State of Illinois, with offices located at 400 South Eagle Street, Naperville, IL 60540 (hereinafter the "City"), and Naperville Community Television, an Illinois not-for-profit corporation with offices located at 127 Ambassador Drive, Suite 103, Naperville, IL 60540 (hereinafter "NCTV17"). The City and NCTV17 are together hereinafter referred to as the "Parties" and individually as "Party".

RECITALS

1. WHEREAS, three cable companies currently provide cable television services within City limits, either as a state license holder under the Cable and Video Competition Law of 2007 (220 ILCS 5/21-100 *et seq.*), or through a cable franchise agreement ("Cable Companies"); and
2. WHEREAS, each of the Cable Companies pays the City certain fees, including a fee for public, education, and government access ("PEG Fees"); and
3. WHEREAS, the franchise agreement entered into between the City and Comcast of Illinois/West Virginia, LLC on October 20, 2020 ("Comcast Agreement"), and the Cable and Video Competition Law of 2007 which is applicable to holders of State-issued authorizations to offer or provide cable or video service, include provisions related to certain community access television services and payments of PEG Fees; and
4. WHEREAS, the Parties hereto wish to set forth their agreements and understandings concerning NCTV17's administration of the community access provisions, including, but, not

limited to employment related matters, the administration of programming, funding sources, access of the City to the community access facilities, and provision of certain services to the City as generally described herein; and

5. WHEREAS, the Parties mutually desire that full-time employees of NCTV17 should be provided health care benefits and life insurance by the City the same as full-time City employees.

NOW, THEREFORE, in consideration of the mutual promises contained herein, it is agreed by the Parties as follows:

Section 1: Recitals

1.1. The above Recitals are substantive and are incorporated in this Section 1 in their entirety by reference.

Section 2: Community Access

2.1 NCTV17 shall be the City's agent for the administration of the community access provisions under the Comcast Agreement and pursuant to state-issued authorizations for WideOpenWest, Illinois LLC and Illinois Bell Telephone Company, LLC [AT&T] to provide cable service pursuant to the Cable and Video Competition Law of 2007.

Section 3: NCTV17's Power and Authority

3.1 NCTV17 is to remain an autonomous not-for-profit corporation governed by an autonomous board of directors, which shall have the following power and authority to:

3.1.1 Solely determine the content of programming to be cablecast on Channel 17.

3.1.2 Select its personnel, employees, executive director and agents for the administration of the community access program. At all times NCTV17 employees shall remain employees of NCTV17 and not the City.

3.1.3 Expend all funds assigned to NCTV17 by the City and all funds received from other sources, pursuant to the provisions set forth in this Agreement.

3.1.4 Establish policies for the use of the community access facilities and equipment.

Section 4: The City's Obligations

4.1 In order to assist NCTV17 in providing effective community access programming for the residents of the City of Naperville as described herein, the City shall:

4.1.1 Allocate to NCTV17 a portion, or all, of the PEG Fees, or an amount equal thereto, as deemed appropriate by the City Council during the City's annual budget review process. If NCTV17 requests additional funds from the City above and beyond the PEG Fees, the request must be submitted through the City's annual budget review process and shall be subject to approval by the City Council. Nothing herein prohibits NCTV17 from seeking funding for special events and cultural amenities (SECA funding) through the City's SECA Grant Fund Program.

4.1.2 Provide NCTV17's employees who work at least forty (40) hours per week and NCTV17's executive director the same life insurance and group medical and dental coverage, and options for coverage as are provided City employees, as specified in the City of Naperville Employee Handbook. Such coverage and options for coverage shall be for life insurance and medical and dental benefits only and shall not include social security, IMRF, or other City benefits and compensation. The costs for life insurance and group medical and dental coverage, and options for coverage, shall be the sole responsibility of NCTV17. NCTV17 employees shall not be deemed City employees, nor shall they be under the control or supervision of the City.

4.1.3 Recognize NCTV17's unlimited and unrestricted use of Channel 17.

4.1.4 The Mayor will name, and the City Council will appoint, two City Council members to serve on the NCTV17 Board.

Section 5: NCTV17's Obligations

5.1 In return for the agreements and services set forth above to be performed by the City, NCTV17 shall:

5.1.1 Provide noncommercial public access programming on cable channel 17 for Naperville residents, including but not limited to local news, current and community events such as parades and concerts, local election coverage, local school sports, educational programming, programming for Seniors, and other specialized programming. Administer the community access system pursuant to this Agreement and in accordance with all applicable

laws without regard to the race, religion, creed, national origin, sex, physical or mental handicap, or political background of those wishing to use the system.

5.1.2 Allow the City free use, without deposit, of the equipment purchased for community access programming and the community access studio. Except in cases of emergency, City use of equipment and studio shall be subject to prior scheduling with NCTV17. However, NCTV17 agrees that it will not impose upon the City any limitations as to the number of hours which the City may use the equipment or studio. Further, NCTV17 agrees not to impose upon the City any penalties for cancellation of equipment or studio time.

5.1.3 Recognize the City's unlimited and unrestricted use of WCNC Channel 6 WOW, Channel 10-Comcast and Channel 99-AT&T, as said channel numbers and or providers may change from time to time.

5.1.4 Provide an annual audit conducted by an independent, certified public accounting firm.

5.1.5 Not amend its by-laws or charter as to representation by the City Council or the Board of Directors without the consent of the City Council of the City of Naperville.

5.1.6 Maintain the exemption in its by-laws which exempts the City Council members appointed to the Board of Directors from removal.

5.1.7 Submit a budget request during the City's annual budget review process.

5.1.8 Create videos and other presentations as requested by the City in order to communicate important City news and promote City business and services, including but not limited to producing (by taping and editing) the following: three two-to-five minute video programs annually, one per quarter not to include the Fall Quarter. Topics to be determined by the City Manager or his designee to be rebroadcast on the City's government access cable TV channel: (WCNC), as mutually agreed between the NCTV17 Executive Director and the City Manager or his designee. The three videos, which are comparable to a public service announcement, will be educational in nature and feature city services. Communications Staff will work collaboratively with NCTV17 to produce these videos, write scripts, and transcribe interviews. NCTV17 will provide the technical crew for these videos. Communications Staff will work with the NC TV 17 technical crew to create the final product.

5.1.9 Broadcast all City Council meetings and workshops live and record to DVD, or such other method or medium as agreed upon, as well as the control room hard drive. Communications staff shall remain responsible for programming and re-broadcasting of City Council meetings.

5.1.10 Broadcast all other City meetings for purposes of the City channel WCNC, including the Planning and Zoning Commission, Transportation Advisory Board, Park District Board and other meetings as reasonably requested by the City, which meetings will be documented in a monthly broadcast schedule located in WCNC studios and created by Communications staff. Communications staff shall remain responsible for all programming and re-broadcasting of all other city meetings. Nothing contained herein shall be construed as a restriction on the ability of NCTV17 and the Park Board to mutually agree on compensation for the broadcast of Park Board meetings.

5.1.11 Assist and provide consultation services regarding maintaining, repairing and troubleshooting the City's audio-visual equipment. Also, as mutually agreed between the NCTV17 Executive Director and the City Manager or his designee, provide scheduled maintenance service on the City's audio-visual equipment. It is understood and agreed that the City may need to hire an Audio Video Engineer expert for certain technical problems such as large system failures.

5.1.12 Assist and provide consultation services regarding audio-visual system upgrade projects. It is understood and agreed that the City may need to hire an Audio Video Engineer expert for certain technical problems such as large system failures. It is also understood that NCTV17 and its designee is not liable or responsible in any way for results of such upgrades.

5.1.13 Produce and record annual City special events (e.g. the State of the City Address) on an as-needed basis as determined by the City Manager or his designee and agreed upon by the NCTV17 Executive Director. Related functions such as the creation of master DVD of the special event shall be determined before the start of the event. If NCTV is unable to provide services for any reason, NCTV17 will work with the City to procure alternate taping sources. This in no way financially obligates NCTV17. Should an alternate taping source be required, the specific City department requesting the video services could be required to provide monetary compensation for said services.

5.1.14 Provide assistance and support to the City's Communications staff relative to the functions and consultation services delineated herein. Specific functions include, but are not limited to, camera, lighting and sound support, meeting broadcast support, and new video technology support.

Section 6: **Term/Auto-Renewal**

6.1 This Agreement shall take effect on the Effective Date set forth on page 1 hereof and shall automatically renew on January 1st of 2022 and on January 1st of each year thereafter unless notice of termination is given as set forth in Section 7 below.

Section 7: Termination

7.1 Either Party may terminate this Agreement for any reason not later than October 31st of any year preceding the next auto-renewal date of January 1st. Termination shall be effective as of December 31st of that year unless a different termination date is agreed upon by the Parties in writing.

7.1.1. Notice of termination by either Party to this Agreement must be made in writing and mailed to the other Party by Fed Ex overnight mail, or similar service. Such mailing shall be deemed to be equivalent to personal notice and notice shall be deemed to have been given at the time of mailing.

7.2 Notwithstanding the provisions set forth in Section 7.1 above, should either Party breach any provision contained herein, the other Party shall give written notice of default to the defaulting Party. If the defaulting Party fails to correct the breach within thirty (30) days of receipt of the notice, the other Party may terminate this Agreement immediately. However, termination shall not be the exclusive remedy in the case of breach and the Parties reserve any remedy accorded by law.

Section 8: NCTV17 Equipment and Assets

8.1 Upon termination of this Agreement as set forth above, all equipment and assets of NCTV17 shall become the property of the City.

Section 9: Notices

9.1 Any notice required to be given by this Agreement shall be deemed sufficient if made in writing and sent by Fed Ex overnight mail, or similar service, or personal service to the persons and addresses indicated below or to such addresses and persons as either party hereto shall notify the other party of in writing pursuant to the provisions of this subsection:

For the City:
City Manager
City of Naperville
400 South Eagle Street
Naperville, IL 60540

For NCTV17:
Executive Director
NCTV17
127 Ambassador Dr. Suite 103
Naperville, IL 60563-8965

9.2 Mailing of such notice as provided shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

Section 10: General Release and Covenant not to Sue

10.1 NCTV17 forever releases and discharges the City, its officials, agents, representatives, and employees from all claims, demands, damages, actions or causes of action, which may arise as a result of the City's performance of any services pursuant to this Agreement.

10.2 NCTV17 covenants not to sue or otherwise bring any action in law or equity against the City, its officials, agents, representatives, or employees for any claims, loss, damage, expense, debt or liability of any nature whatsoever, which NCTV17 may have sustained or may hereafter sustain as a result of the City's performance, of failure to perform, any services pursuant to this Agreement.

10.3 The provisions of Section 10 and each subsection shall survive the expiration or termination of this Agreement.

Section 11: Insurance

11.1 At its own expense NCTV17 shall carry the following insurance, and shall name the City of Naperville and its officers, agents, and employees as additional insureds on all policies, except Workers Compensation, for the duration of this Agreement:

Workers Compensation		Statutory limits
Comprehensive Automobile Liability Including owned, Non-owned and hired		\$1,000,000.00
Commercial General Liability	General Aggregate -	\$2,000,000.00
Personal injury	Each Occurrence -	\$1,000,000.00
Umbrella	Aggregate -	\$1,000,000.00
	Each Occurrence -	\$1,000,000.00

11.2 All insurance policies shall be written with insurance companies licensed to do business in the State of Illinois and having a rating of not less than A IX, according to the latest edition of A.M. Best Company; and, unless otherwise approved in writing by the City Attorney, shall include a provision preventing cancellation of the insurance policy unless fifteen (15) days prior written notice is given to the City. Said cancellation provision shall be so stated on each Certificate of Insurance. NCTV17's insurance coverage shall be primary insurance with respect to the City of Naperville, its officers, officials, employees and volunteers; any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the NCTV17's insurance and shall not contribute with it. In addition, NCTV17 agrees to waive subrogation rights which any insurer of NCTV17 may acquire by virtue of the payment of any loss, and shall obtain any endorsement that may be necessary to effect this waiver of subrogation. Further, NCTV17's Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by NCTV17 and its employees, agents, subconsultants and subcontractors.

11.3 NCTV17 shall provide the City with the required Certificate of Insurance, and a copy of the additional insured endorsement therefor, within ten (10) days after execution of this

Agreement, and shall also provide confirmation of compliance with the requirements set forth in Section 11.2 above

Section 12: Entire Agreement

12.1 This Agreement sets forth all the covenants, conditions and promises between the parties. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this Agreement.

Section 13: Amendments and Modifications

13.1 This Agreement may be modified or from time to time by the City and NCTV17, provided, however, that no such amendment or modification shall be effective unless reduced to writing, duly authorized, and signed by the City Manager and the President of NCTV17.

Section 14: Savings Clause

14.1. If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps, actions or results, the remaining parts or portions of this Agreement shall remain in full force and effect.

Section 15: Non-Waiver of Rights

15.1. No failure of either Party to exercise any power given to it pursuant to this Agreement or to insist upon strict compliance by the other Party with its obligations pursuant to this Agreement, and no custom or practice of the parties at with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

Section 16: Captions and Paragraph Headings

16.1. Captions and paragraph headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.

Section 17: Governing Law

17.1 This Agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance. Venue for any action arising out of the terms or conditions of this Agreement shall be proper only in the Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois.

Section 18: Ambiguities

18.1 If any term of this Agreement is ambiguous, it shall not be construed for or against any Party on the basis that the Party did or did not write it.

Section 19: Authority

19.1 The undersigned warrant and represent that they have been lawfully authorized to execute this Agreement and to bind their respective Parties.

IN WITNESS THEREOF, the Parties have signed below, effective as of the Effective Date set forth on page 1 hereof, by their duly authorized representatives.

/SIGNATURES ON FOLLOWING PAGES/

CITY OF NAPERVILLE

By: _____

Douglas A. Krieger
Douglas A. Krieger
City Manager

ATTEST

By: _____

Pam Gallahue
Name: Pam Gallahue, Ph.D.
Its: City Clerk

Date: _____

11/18/20



NAPERVILLE COMMUNITY TELEVISION

By: _____
Elizabeth B. Spencer
Executive Director NCTV17

Attest: _____

By: _____
[Printed Name]

[Its]

Date: _____

Proposal for Naperville Police Department - Police Week Video

April 12, 2021



Overview

The following provides a proposal for the Naperville Police Department (NPD) to produce a 30-minute video.

Objective:

Publicly recognize the NPD staff and the great work they do.

2020 was an extremely difficult year for those in law enforcement. The NPD wants to do something special, something public to honor their commitment to the job and the community. Despite the trials of 2020 and the threat of a global pandemic, the NPD honorably/professionally served the Naperville community every day. This year, more than ever, the NPD leadership wants to highlight their pride for their staff, thank them for their service, and honor the legacy of one of their own who passed away in the last year.

Strategy:

NCTV17 will create a 30-minute video taped on one day in the NPD Roll Call Room with Spotlight segments taped in another location within the Police Station (e.g. Chief's office) for the annual departmental Police Awards. This estimate is based on the outlined run-of-show below which includes the number of speakers/presentations to be captured and photographs/video elements incorporated. This assumes a short (15-20-second) video introduction to the video (similar to the 2020 CAPS awards) that sets the tone for the overall presentation (celebratory and inspiring.) It assumes the presenters will be standing and talking naturally to the camera so the overall video has a less formal approach than standing behind a podium.

Run of Show:

1. Introduction by Chief Marshall (includes moment of silence for fallen officers)
2. Deputy Chief's introduction to departmental awards
3. Presentation of Departmental Awards (maximum of 6 awards)
 - Officer receiving award will be captured on video receiving her/his award and shaking hands unless they are under-cover officers in which case only the award will be discussed
 - If the officer is not available on tape date, the NPD will take a high-resolution horizontal photo of the officer receiving their award for use as b-roll in the final production
4. Presentation of CAPS awards
 - One speaker from CAPS describing the awards, with photos of the people receiving their awards as b-roll
5. Deputy Chief's introduction to additional case "*Spotlights*"
 - This fast moving video segment will include scripted highlights told by different Sergeants/Commanders that paint a picture of the impact the NPD staff has on the community.
 - It will highlight major cases, statistics, and NPD staff interactions from the previous year.
 - At most, one or two scripted sentences per speaker (maximum of 10 total speakers)
 - These *Spotlights* will be videotaped in the Chief's office so they stand-apart from the awards.
 - The video montage will cut quickly from one story highlight to another. E.g.
 - Person #1: "In 2020, our officers used Narcan and saved [insert #] lives."
 - Person #2: "One of our officers made a significant connection with a victim of repeated domestic violence. Through his compassion, this officer convinced her that she deserved better. She was empowered, left the abusive relationship, testified at her abuser's trial and recently told our social worker she has 'never been happier, feeling like a 7-year weight has been lifted off her shoulders'."
 - Person #3: "During routine traffic stops alone last year, our officers took 15 illegal guns off the streets."

- If the NPD has video b-roll or high resolution photos to support these highlights, those will be included. If there are stats available, those will be integrated graphically.
6. Honoring Officer Juan Rios
 - Deputy Director and Chief talk about honoring Juan upon his passing with videos and pictures of service as b-roll; perhaps bagpipes playing in background.
 7. Closing by Chief
 - Include graphic slides with thanks to those who celebrated milestone anniversaries in the last year and those who retired.

Timing and Distribution

The assumption is this video will be captured on Tuesday, April 27 (set-up at 8:30 am | taping to begin at 10 am.) A first draft of the show will be sent to the NPD on Wednesday, May 5 so any feedback can be provided to NCTV17 on Thursday, May 6 and final video given to the NPD by end of day Friday, May 7.

NCTV17 will air the video on Channel 17 and NCTV17.com (via simulcast) starting on Monday, May 10 to coincide with National Police Week and it will continue to air on the channel for a period of at least two weeks.

The presentation will also be posted to the station's website NCTV17.com (190,000 visits/month) and YouTube channel (6,180 subscribers) so it can be viewed on-demand indefinitely. The station will also promote the awards presentation on their Facebook (26,000 followers) and LinkedIn (800 followers).

The NPD will receive an mp4 file of the entire presentation for their unlimited use on any platform.

NCTV17 will provide the following:

Pre-production: Planning

- Client meetings or phone calls to finalize run of show, script, graphics, and production elements.
- Crew organization and equipment

Production: Lights, camera, action

- HD cameras + extra gear (lights, microphones, tripods, etc.)
- Teleprompter
- Crew member plus producer
- Anticipate a couple of takes for each speaker

Post Production

- Digital Editing – Editing the best takes of each segment
- Music – As needed, NCTV17 will provide a track from our copyright owned music bed library
- Graphics – Development of any graphics needed throughout the video including lower thirds
- Mastering – A downloadable file in MP4 format will be provided to the Naperville Police Department after approval

Naperville Police Department will receive a MediaFire link to review the video. If there are any requested changes, a final copy of the video will be sent to the Naperville Police Department via MediaFire for approval.

- Any additional changes after the first round of changes will be charged at a rate of \$100+ per revision.

Naperville Police Department will provide:

- NPD will be responsible for all script development and providing the script ahead of the taping date to be loaded into the camera teleprompter.
- NPD will be responsible for scheduling all presenters at assigned individual times to give their presentation and to present their award to the officers on camera.

- Following capture of the main run-of-show, the NPD will also schedule the *Spotlight* on-camera speakers to rotate through production in another location within the Police Dept. Station. NCTV17 will need time to move from the Roll Call room and set-up cameras and lights in the second location.
- NPD will provide the spelling of all names and titles for the lower thirds and retirement graphics, etc. as well as any stat graphics required throughout the presentation.
- NPD will deliver high-resolution digital files of any additional elements needed such as internal police departmental award recipient photos (if officer cannot attend taping)

Cost

The cost for NCTV17 to produce this long-form 30-minute presentation video as outlined above is **\$4,000**.

- Efficiencies are realized by capturing the *Spotlight* video segment on same date as the rest of the presentation versus as a stand-alone video. If it is eliminated from this project, the total price for this job will be reduced **by \$500**.

Approved By:

Rachel Mayer

Naperville Police Department

Chief Procurement Officer
City of Naperville

JC 4/20/21

Apr 20, 2021

Date






NCTV for PD

Final Audit Report

2021-04-20

Created:	2021-04-20
By:	Joe Catalano (CatalanoJ@naperville.il.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAiJT4vH25K1mspOIS-Rhs6ZAp-O2OTJ-m

"NCTV for PD" History

-  Document created by Joe Catalano (CatalanoJ@naperville.il.us)
2021-04-20 - 2:16:39 PM GMT- IP address: 131.156.181.253
-  Document emailed to Rachel Mayer (mayerr@naperville.il.us) for signature
2021-04-20 - 2:17:35 PM GMT
-  Email viewed by Rachel Mayer (mayerr@naperville.il.us)
2021-04-20 - 2:40:55 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Rachel Mayer (mayerr@naperville.il.us)
Signature Date: 2021-04-20 - 2:41:14 PM GMT - Time Source: server- IP address: 131.156.181.253
-  Agreement completed.
2021-04-20 - 2:41:14 PM GMT

Video Production Proposal for Naper Settlement

January 29, 2021



This provides Naper Settlement with a proposal for the Virtual Field Trip videos, currently planned for production in-studio on **Tuesday, March 30 between 9:30 AM - 12:30 PM.**

Background Virtual Field Trips

Naper Settlement is launching three virtual field trips in January 2021 using Google Classroom.

- 1) Living History – primarily aimed at Elementary School children
- 2) Underground Railroad – for Middle School children
- 3) Social Emotional Learning around building resilience by learning through history. This program will target K-12.

The Settlement would like to generate excitement around the launch of these field trips via video promotions that could live on the organization's website, be used on social media, and as part of the marketing plan to schools/educators across the country.

Coming Soon Videos

Using available 'behind the scenes' video footage and high resolution photos from the virtual field trip beta-test, together with sound bites from three educators, create a 1-minute "Coming Soon" type promotional video for each of the three field trips.

- Focus on who each video is designed to target and what children can expect to experience and learn.
- The educator interview would be captured at NCTV17's studio.

Cost for three video promos: \$1,000

Assumptions:

- All three educator interviews for sound bites are captured within one 3-hour window at NCTV17's studio
- The Settlement provides an itemized folder of video clips and photos from the virtual field trip provider that can be used as b-roll to support the educator's messaging
- If the Settlement wants all three field trip promos edited together into one longer video, the additional editing fee is \$150.

For each video project, NCTV17 will provide the following:

Pre-production: Planning

- Client meetings or phone calls
- Crew organization and equipment – all NCTV17 cameras are HD

Production: For the Virtual Field Trips

- Studio with HD cameras and lavalier microphones and professional lighting grid
- 1 producer/camera operator

Post Production –editing, graphics, music etc.

- Digital Editing – all editing is done using Adobe Creative Suite
- Music – NCTV17 will provide a track from our copyright owned music bed library if it is felt that music will add to the video impact
- Graphics – development of any graphics needed throughout the videos (lower thirds, end screen)
- Mastering – A downloadable file in MP4 format will be provided to Naper Settlement after approval for their unlimited use on any platform.

NCTV17 will send Naper Settlement a file link to review the videos. If there are any requested changes, a final copy of the videos will be sent to the client for approval.

Any additional changes after this version will be charged at a rate of \$100/hour per revision.

Raw footage remains the property of NCTV17, and cannot be used for any other purpose than another video assignment for Naper Settlement.

Naper Settlement will provide:

- The museum's logo in digital format (eps file preferred)
- Video footage and digital high resolution photos of the virtual field trips
- Talking points for Interview subjects. We use a question-based interview technique.
- Coordination of three educators.
- Correct spelling and titles of all interview subjects.

50% down payment is required once the project is started. Remaining due at project completion.

Approved by:

Brittany Tepper, Director of Marketing
Naper Settlement

Date

**CITY OF NAPERVILLE
MEMORANDUM**

DATE: June 1, 2021

TO: City Council

FROM: Mayor Steve Chirico

SUBJECT: Appointments to Boards and Commissions

I would like to appoint the following individuals to various Boards and Commissions for approval at the June 15, 2021 City Council Meeting.

Advisory Commission on Disabilities

Thomas Wronski

First Term: 06/15/2021 – 05/30/2024

Board of Fire and Police Commissioners

Shafeek Abubaker

First Term – 06/15/2021 – 05/30/2024

Mike King

First Term: 06/15/2021 – 05/30/2024

Building Review Board

Jeff Gross

First Term – 06/15/2021 – 05/30/2024

Anees Rahman

First Term – 06/15/2021 – 05/30/2024

Emergency Telephone System Board

Denny Barfuss

Filled Term: 06/15/2021 – 12/31/2021

Financial Advisory Board

Kathleen Bikus

First Term – 06/15/2021 – 05/30/2024

Human Rights and Fair Housing Commission

Diana Hawken

First Term – 06/15/2021 – 05/30/2024

Alex Jacobs

First Term: 06/15/2021 – 05/30/2024

Nate Wilson

First Term – 06/15/2021 – 05/30/2024

Planning & Zoning Commission

Derek McDaniel

First Term: 06/15/2021 – 05/30/2024

Police Pension Board

Jim Haselhorst

First Term – 06/15/2021 – 05/30/2024

Special Events and Cultural Amenities Commission

Judy Brodhead

First Term – 06/15/2021 – 05/30/2024

Vasavi Chakka

First Term – 06/15/2021 – 05/30/2024

Tom Miers

First Term – 06/15/2021 – 05/30/2024

MEMORANDUM

Date: June 10, 2021

From: Seth Cole, Senior Vice President, Alliant Insurance Services

Re: State of the Property and Casualty Market

We are in the midst of a very challenging insurance market for both property and liability insurance. This memo provides a brief overview of what's happening in the marketplace and why.

Property Insurance Market Update

The property market has deteriorated over the last several years and has become the most difficult environment we have seen for some time. The market has been impacted by years of catastrophic events including wildfires in California, hurricanes in the Southeast and the Gulf of Mexico, convective storms in the Midwest, uncertainty surrounding COVID-19, and the most recent ice storm in Texas, Uri.

Last year brought with it some 30 named storms and set a record, it is the first time they had been forced to move into the Greek alphabet for naming storms. In total for 2020, insured losses exceeded \$83 billion, which is the 5th worst year on record. The first quarter of 2021 became the largest first quarter on record in terms of losses, with insured losses related to Uri estimated to be in excess of \$20 billion. Underwriter concern has grown considerably as the frequency of large catastrophic events have occurred. Predictive modeling, although helpful, has failed to foresee the uptick in what are typically rare events, creating an alarming trend.

As interest rates have dropped to record lows, insurance carrier investments have taken a steep dive. Insurers have relied on this income historically. Poor performance coupled with rising claims have greatly impacted carrier net income. At this time, insurance companies are paying out more in claims costs than they are taking in.

Due to proposed increases in property rates going into 2021, insurance carriers have been inundated with submissions from the marketplace. Hardening market conditions including restrictions to carrier appetite (the availability of limits/capacity) have removed the once competitive property market. This means that underwriters have been very selective this renewal season as to what accounts they want to underwrite. In this type of market environment, quality submissions (including complete and accurate data) is of utmost importance.

Liability Insurance Market Update

The Casualty insurance market is undergoing a significant realignment in terms of available capacity, underwriters' appetite, and pricing adequacy. The public sector, in particular, is experiencing this in an acute way. The core issues impacting this market shift are as follows:

- Alarming increase in the frequency and severity of large claims. Suggested variables impacting severity of loss:
 - **Defendant Mistrust:** Plaintiff counsel are arguing that public entities are putting budgetary considerations over citizen safety;

- **Litigation Financing:** There is a growing trend for third parties to finance plaintiffs' lawsuits, underwrite expensive experts, etc., making it easier for plaintiff's to "hang in there" to the end;
- **Social Inflation / Corporate / Public Sector "Deep Pockets":** Where the news of large verdicts travel via regular and social media which may influence what a jury's notion of what a reasonable verdict might be;
- **"Anchoring"** or setting the bar: where the plaintiff's lawyer argues for \$20M and the jury might award \$10M to split the difference, regardless of what the facts call for.
- Market withdrawal / Capacity Reductions over the last several years from key markets, accelerating more recently.
- Insurers contend that prior to 2019 excess pricing had been stagnant over many years, but has also not kept pace with the realities of an increased frequency in severe claims (including claims for police activities, sexual abuse/molestation and cumulative trauma claims).
- Social environment around Law Enforcement activities.

Cyber Insurance Market Update:

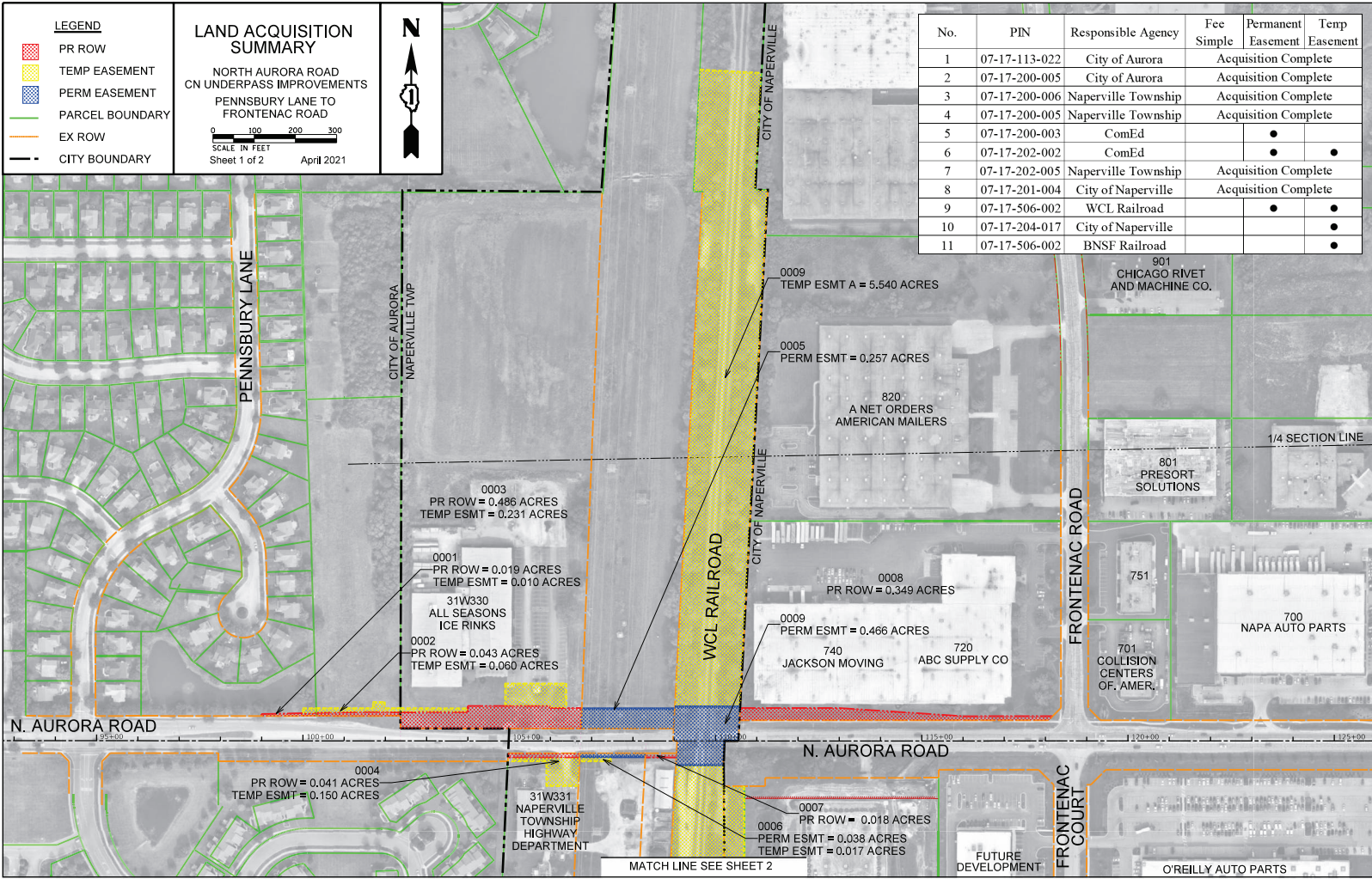
Historically, cyber premiums have been low compared to other major lines of coverage. Recent claims developments across the industry have greatly exceeded premiums, and the cyber markets are now reeling. Markets are experiencing dramatic increases in notice of loss events with the overall cost of losses rapidly increasing. Going into third quarter 2021, losses in the cyber industry are expected to reach \$6 Trillion.

While many different types of losses have occurred, the major issues have been attributed to ransomware attacks. When these occur, they trigger many areas of loss, such as hardware physical damage, business interruption and data recovery costs. Public entities have been the largest target class for ransomware attacks. It is our recommendation that every account keep information relative to its Cyber program including limits confidential as it is apparent that many recent events have been targeted.

Several key markets have exited the marketplace putting further strain on an already limited segment. In many instances, premiums have been observed increasing by several hundred percent (some higher) for reduced limits and higher retentions.

Summary:

It is unclear how long the current hard market environment will continue. Much will depend on underwriting performance over the coming year(s) relative to the public sector's own loss experience and insurer overall performance. Development within insurers' historical claims will play a key role, given many losses in recent years have not yet resolved themselves, as will whether enough new entrants to the market will materialize and create additional capacity to offset the current constraints.



LAND ACQUISITION SUMMARY
 NORTH AURORA ROAD
 CN UNDERPASS IMPROVEMENTS
 PENNSBURY LANE TO
 FRONTENAC ROAD

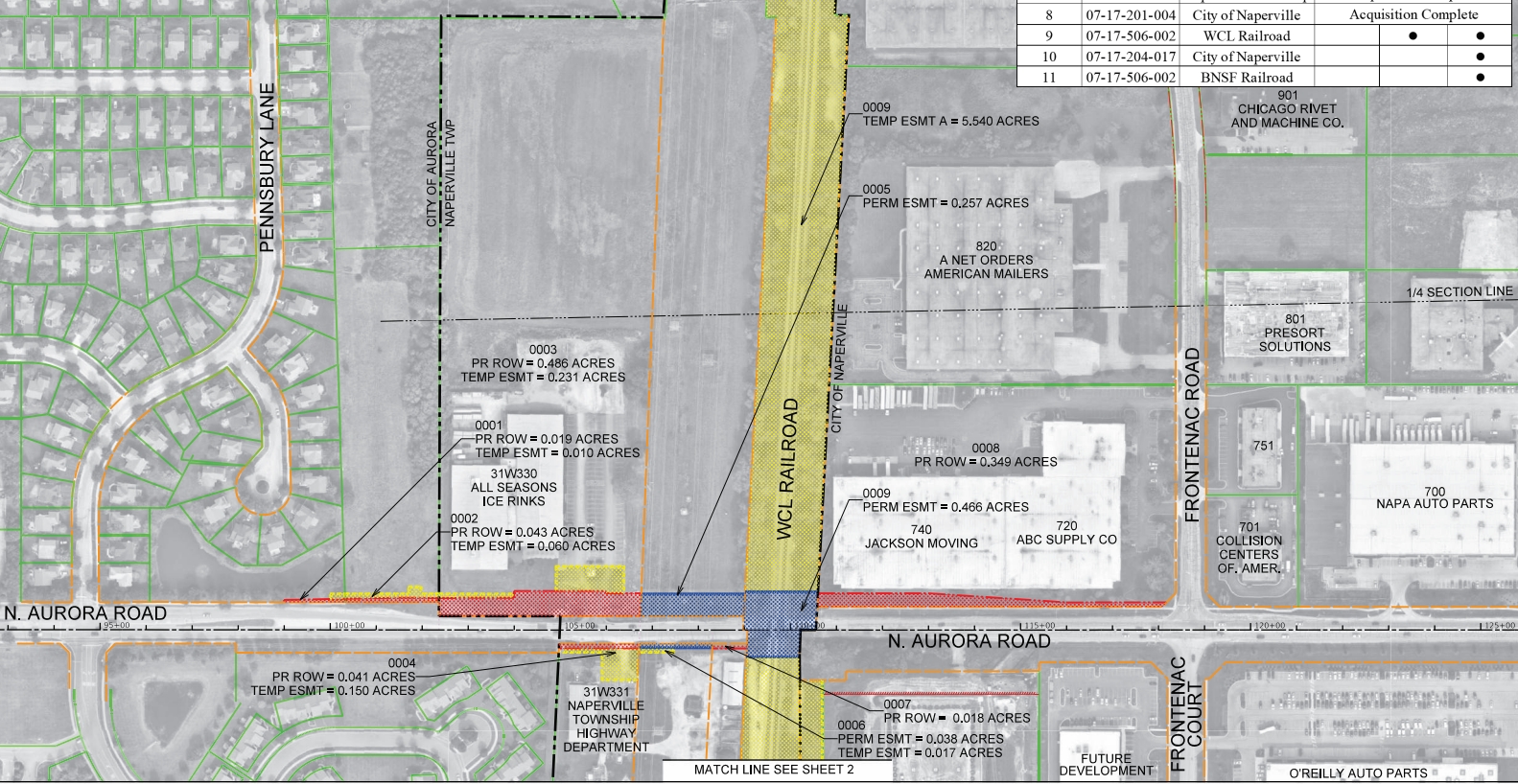
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 SCALE IN FEET
 Sheet 1 of 2 April 2021



LEGEND

- PR ROW
- TEMP EASEMENT
- PERM EASEMENT
- PARCEL BOUNDARY
- EX ROW
- CITY BOUNDARY

No.	PIN	Responsible Agency	Fee Simple	Permanent Easement	Temp Easement
1	07-17-113-022	City of Aurora		Acquisition Complete	
2	07-17-200-005	City of Aurora		Acquisition Complete	
3	07-17-200-006	Naperville Township		Acquisition Complete	
4	07-17-200-005	Naperville Township		Acquisition Complete	
5	07-17-200-003	ComEd		•	
6	07-17-202-002	ComEd		•	•
7	07-17-202-005	Naperville Township		Acquisition Complete	
8	07-17-201-004	City of Naperville		Acquisition Complete	
9	07-17-506-002	WCL Railroad		•	•
10	07-17-204-017	City of Naperville			•
11	07-17-506-002	BNSF Railroad			•



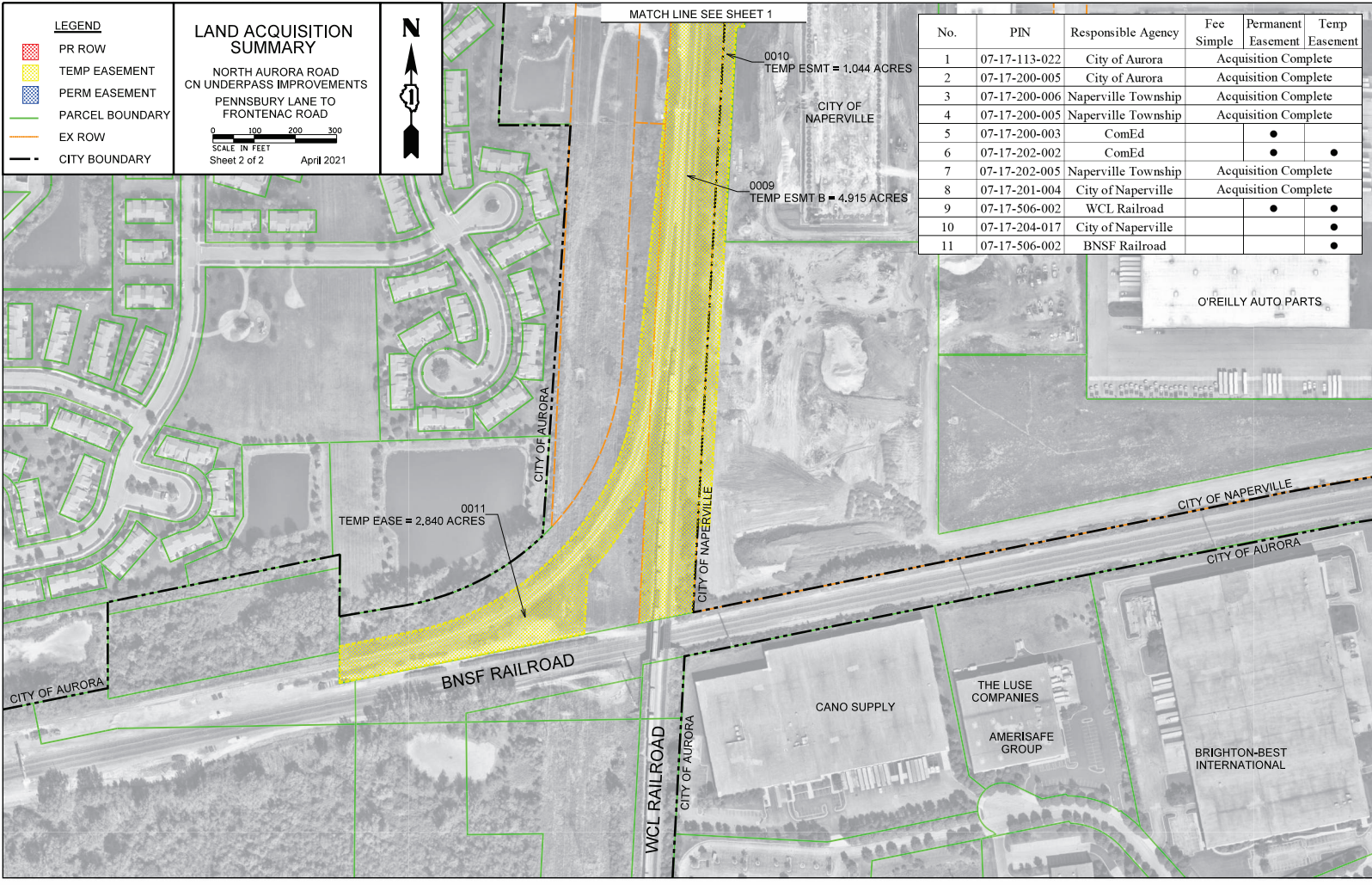
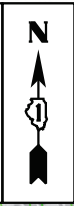
LEGEND

- PR ROW
- TEMP EASEMENT
- PERM EASEMENT
- PARCEL BOUNDARY
- EX ROW
- CITY BOUNDARY

LAND ACQUISITION SUMMARY

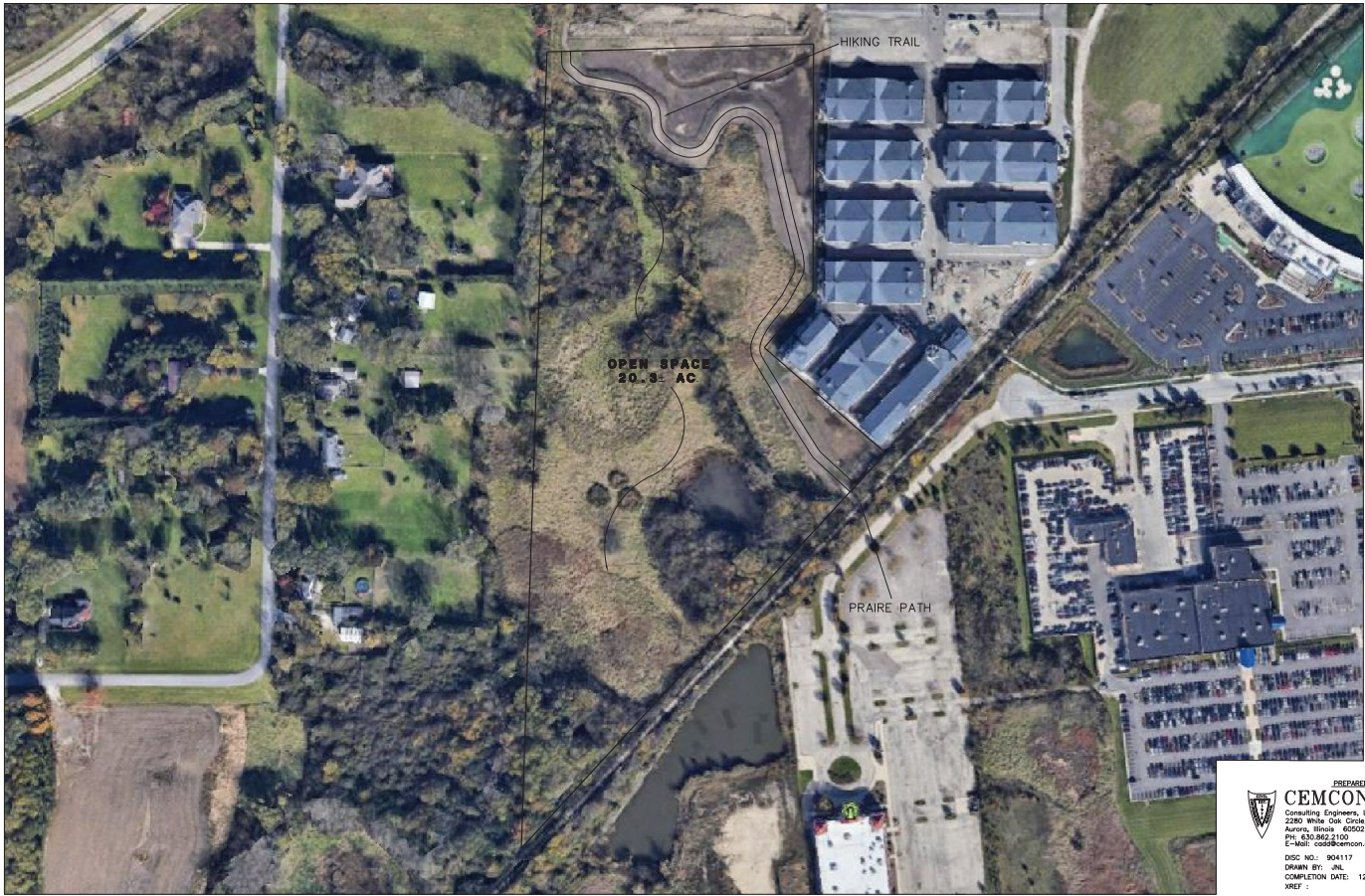
NORTH AURORA ROAD
CN UNDERPASS IMPROVEMENTS
PENNSBURY LANE TO
FRONTENAC ROAD

SCALE IN FEET
0 100 200 300
Sheet 2 of 2 April 2021



No.	PIN	Responsible Agency	Fee Simple	Permanent Easement	Temp Easement
1	07-17-113-022	City of Aurora		Acquisition Complete	
2	07-17-200-005	City of Aurora		Acquisition Complete	
3	07-17-200-006	Naperville Township		Acquisition Complete	
4	07-17-200-005	Naperville Township		Acquisition Complete	
5	07-17-200-003	ComEd		•	
6	07-17-202-002	ComEd		•	•
7	07-17-202-005	Naperville Township		Acquisition Complete	
8	07-17-201-004	City of Naperville		Acquisition Complete	
9	07-17-506-002	WCL Railroad		•	•
10	07-17-204-017	City of Naperville			•
11	07-17-506-002	BNSF Railroad			•

OPEN SPACE EXHIBIT
FOR
OUTLOT A



PREPARED BY
CEMCON, Ltd.
Consulting Engineers, Land Surveyors & Planners
2290 White Oak Circle, Suite 100
Aurora, Illinois 60502-9675
TEL: 630-862-2100 FAX: 630-862-2199
E-MAIL: cemcon@cemcon.com Website: www.cemcon.com
DISC NO.: 904117 FILE NAME: OPEN SPACE EXHIBIT
DRAWN BY: JNL FLD. BK. / PG. NO.: BK./PG.
COMPLETION DATE: 12/10/20 JOB NO.: 904.117
CHECKED BY: PROJECT MANAGER: FMB

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DATE PLOTTED: 12/10/20 11:58 AM



EXHIBIT I



EXHIBIT I



EXHIBIT I



EXHIBIT I



EXHIBIT I

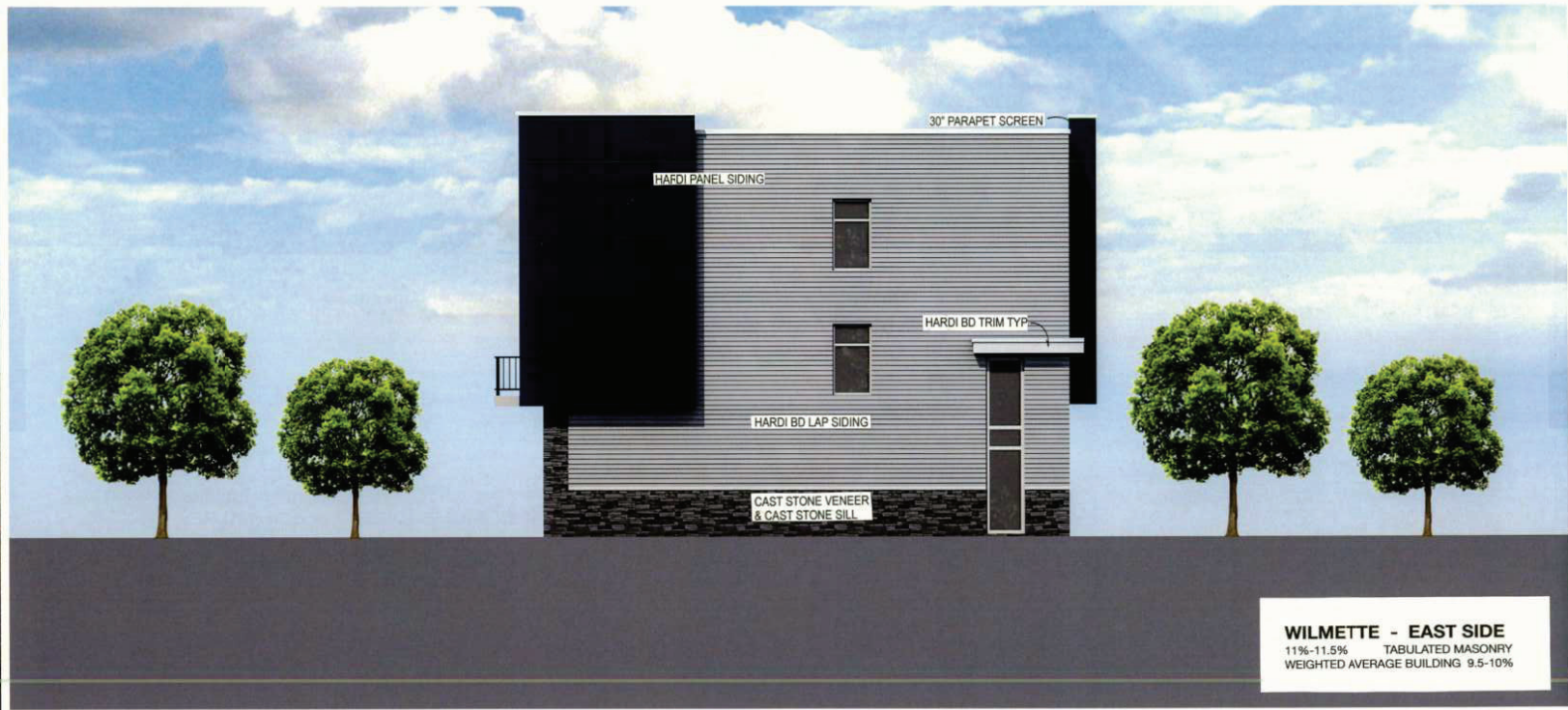


EXHIBIT I



WILMETTE - SOUTH SIDE
4%-4.5% TABULATED MASONRY
WEIGHTED AVERAGE BUILDING 9.5-10%

EXHIBIT I



EXHIBIT I



IRON GATE
MOTOR CONDOS

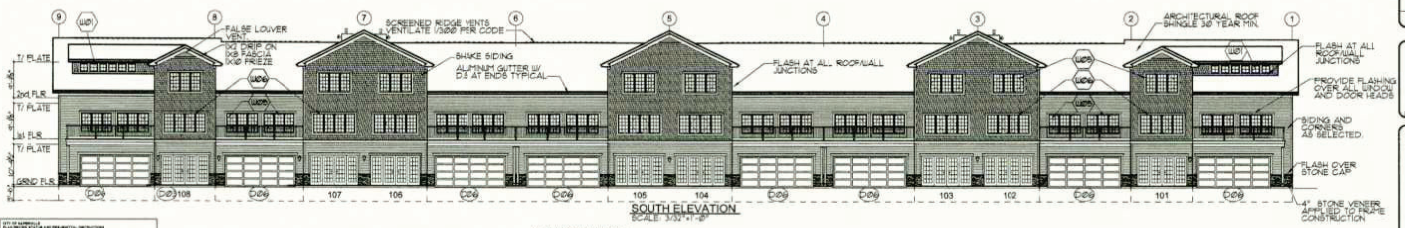
EXHIBIT I



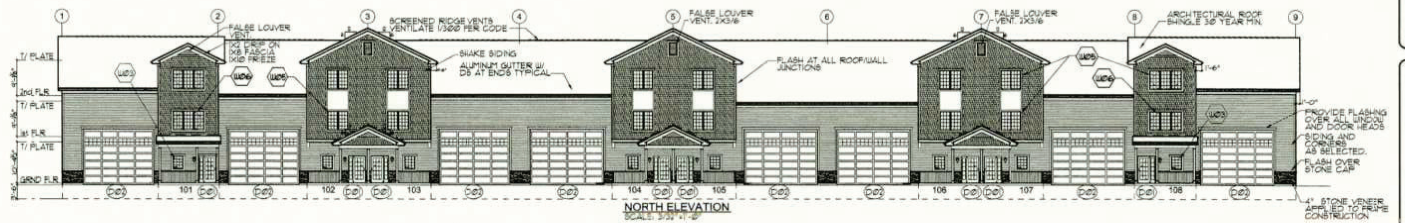
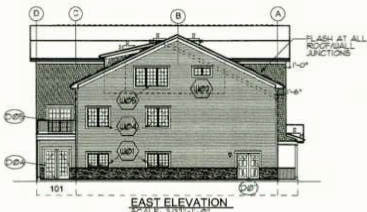
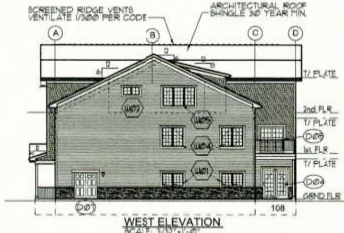
IRON GATE
MOTOR CONDOS

EXHIBIT I

3 Elevations for Phase 2A, Building 3 need to be submitted



GENERAL NOTES:
 1. All elevations are to be submitted in accordance with the requirements of the City of Glencoe, Illinois.
 2. All elevations are to be submitted in accordance with the requirements of the City of Glencoe, Illinois.
 3. All elevations are to be submitted in accordance with the requirements of the City of Glencoe, Illinois.
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 10. All elevations are to be submitted in accordance with the requirements of the City of Glencoe, Illinois.



REVISIONS

SUB THE ARCHITECTURAL NETWORK
 1000 N. LAKE STREET, SUITE 100, GLENCOE, ILL. 60025
 TEL: 847.834.1100 FAX: 847.834.1101
 WWW.SUBTHEARCHITECTURALNETWORK.COM

THIS IS A PRELIMINARY DRAWING. IT IS NOT TO BE USED FOR CONSTRUCTION. ANY CHANGES TO THIS DRAWING WILL BE MADE AT THE CLIENT'S RISK AND WITHOUT NOTICE TO THE ARCHITECT.

IRON GATE MOTOR CONDOMINIUMS
GLENCOE MODEL

DATE: 1/18/2018
 SHEET: **A 1**
 OF: 1

EXHIBIT I



GLENCOE - NORTH SIDE
 7%-7.5% TABULATED MASONRY
 WEIGHTED AVERAGE BUILDING 7.5%

EXHIBIT I



HARDI PANEL SHAKE SIDING

DECO.METAL RAIL & SCREENING

HARDI BD LAP SIDING

CAST STONE VENEER
& CAST STONE SILL

ARCHITECTURAL PROFILE
TYPE A/B SHINGLES

GLENCOE - EAST SIDE
7%-7.5% TABULATED MASONRY
WEIGHTED AVERAGE BUILDING 7.5%

EXHIBIT I



GLENCOE - SOUTH SIDE	
8 - 8.5%	TABULATED MASONRY
WEIGHTED AVERAGE BUILDING	7.5%

EXHIBIT I



GLENCOE - WEST SIDE
7%-7.5% TABULATED MASONRY
WEIGHTED AVERAGE BUILDING 7.5%

EXHIBIT I



Exhibit "A" Iron Gate Building 3



NORTH ELEVATION



WEST ELEVATION



EAST ELEVATION



SOUTH ELEVATION

SCALE: 3/32"=1'-0" OR 8/32"=1'-0"

NOTE:
THE COLORS SHOWN ON THIS
PROPOSAL ARE AS CLOSE TO
THE ACTUAL PAINTED COLORS
AS PERMITTED BY THE PRINTING
PROCESS

We Protect What You Value™

File Name and Path: \\C:\Users\A\Frederick\My Documents\IRON GATE BUILDING 3 ELEVATIONS ONLY-A-1-21.rvt

EXHIBIT I

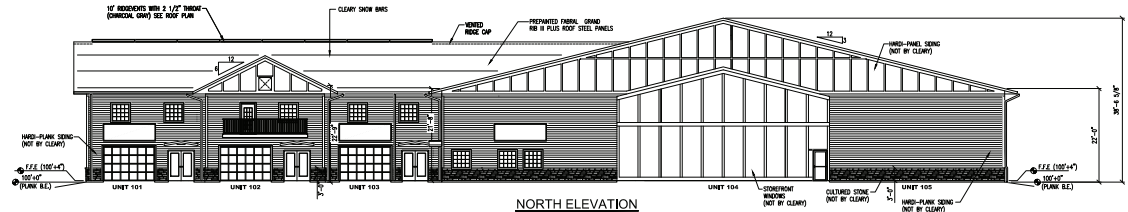


160 PROCEED STREET • P.O. BOX 60000
 WESTFIELD, INDIANA 46081-0000
 PHONE: 765-862-1100 FAX: 765-862-1101

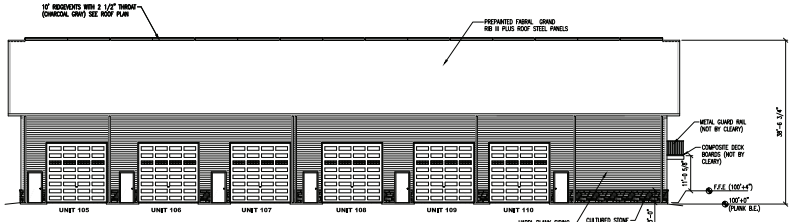
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 DRAWN BY: []
 DATE DRAWN: 5-4-2021

SHEET REVISIONS:

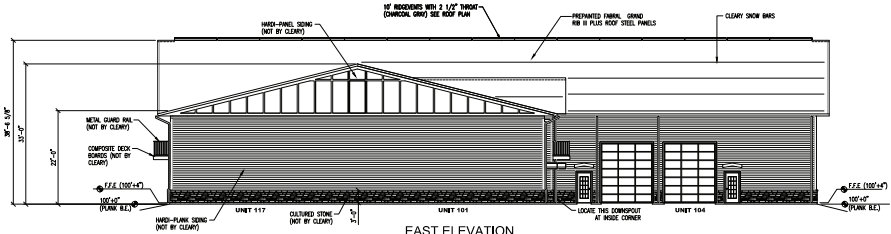
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1		
2		
3		
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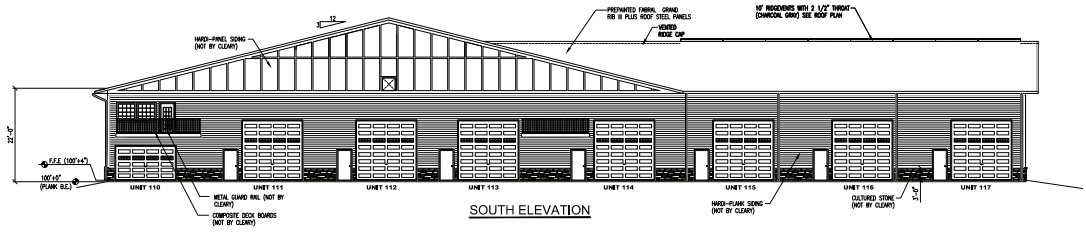
NORTH ELEVATION



WEST ELEVATION



EAST ELEVATION



SOUTH ELEVATION

PROJECT NAME: IRON GATE MOTOR PLAZA - BUILDING 3
 PROJECT SITE ADDRESS: 1000 N. IRON GATE AVENUE
 JAMESVILLE, ILLINOIS/DAUPHINE COUNTY
 BUILDING SIZE: 110,000 SQ. FT.
 SHEET NAME: ELEVATIONS

PROJECT NUMBER: 2021102346
 SHEET NUMBER: 110
 SHEET SCALE: 3/32"=1'-0"

PRELIMINARY

EXHIBIT I

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 Plot Date: 5/24/2021 10:23:46 AM
 Plot Path: s:\p\102346\102346\102346.dwg, Plot Scale: 1/8"=1'-0", Plot Size: 11.00 x 17.00
 Plot Date: 5/24/2021 10:23:46 AM

Services

People



June Financial Report

June 15, 2021

Programs

Local Economy

Moving Forward

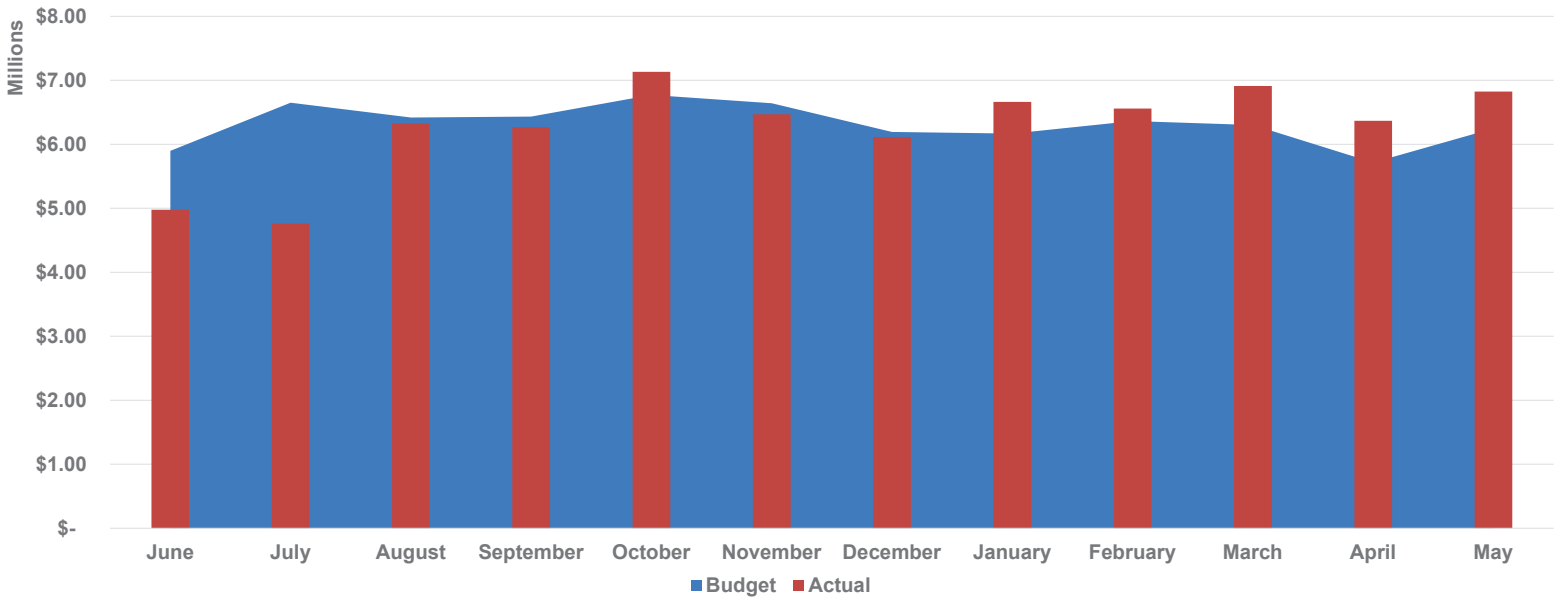
Transition to Phase 5

- All regions entered Phase 5 on June 11
- All economic sectors reopen and large events may resume
- Stabilization achieved in most revenue streams

Changes to Monthly Reporting

- Less focus on month-to-month changes
- Continued analysis of revenue trends
- Transition to broader financial discussions and upcoming budget process

State Collected Revenues

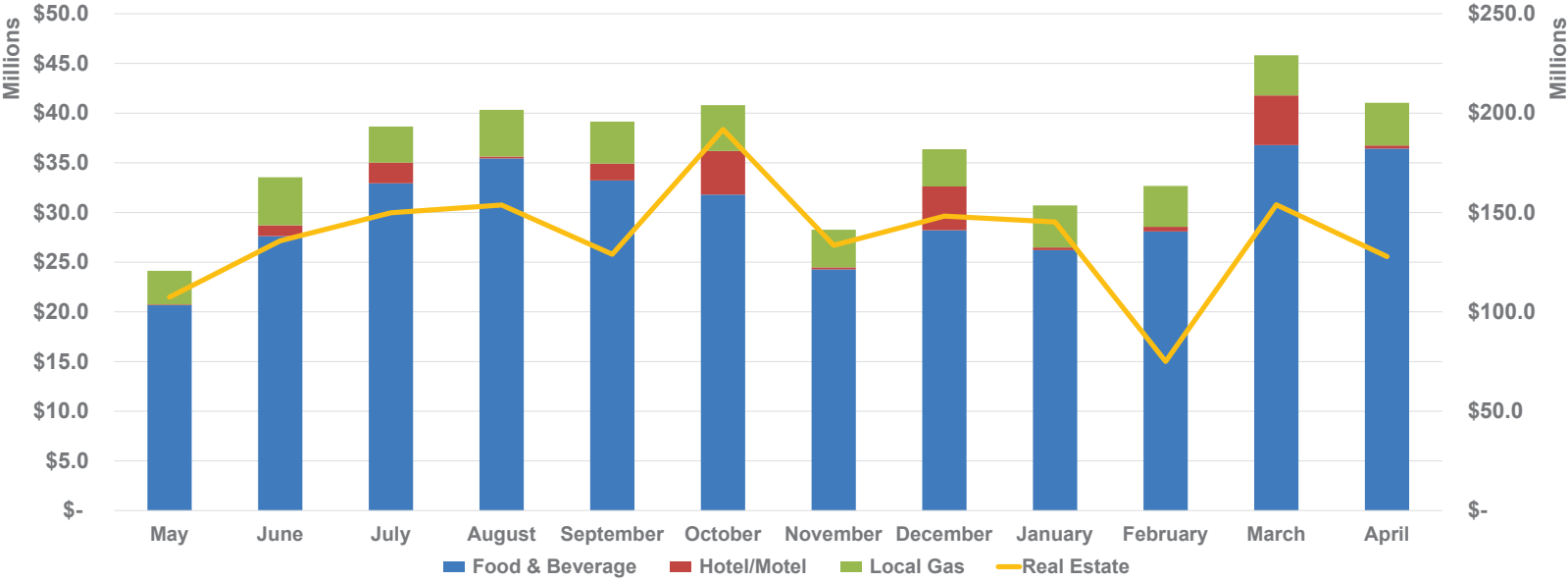


- Combined state-collected revenues exceeded projections by 9.2% in May
- Continued strength in sales tax and income tax
- Home rule sales tax and MFT starting to improve



Locally Collected Revenues

Taxable Sales



- Second consecutive month of strong food & beverage sales – now at “pandemic” highs
- Local gas sales improved for first time in three months
- Real estate sales declined in April – remain strong overall



Looking Back – Financial Response to a Pandemic

Monthly reporting

- Monitoring rapidly changing economic conditions
- Analyzing revenue trends

Strategic decision making

- Response based on known information and data
- Avoided quick reactions that could have led to negative long-term implications
- Embraced theme of *financial flexibility*

2021 budget

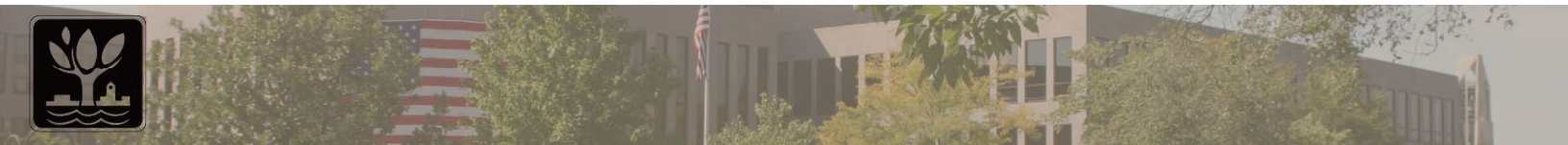
- Conservative revenue forecasting given unknowns
- Flexible use of HRST allowed for maintenance and limited expansion of service delivery
- Expand CIP through debt issuance – likely not needed at levels approved in budget

2020 Response Strategies

Reduced Capital Improvement Program
by nearly \$25M

Eased restrictions on certain revenues
including HRST and food & beverage

Increased annual debt issuance amount
to preserve cash



2020-21 Budgetary Outcomes

Maintained or improved *all* city services

- Avoided any reduction in personnel
- Improved service delivery in response to pandemic
- Invested in areas of future focus – DE&I and sustainability

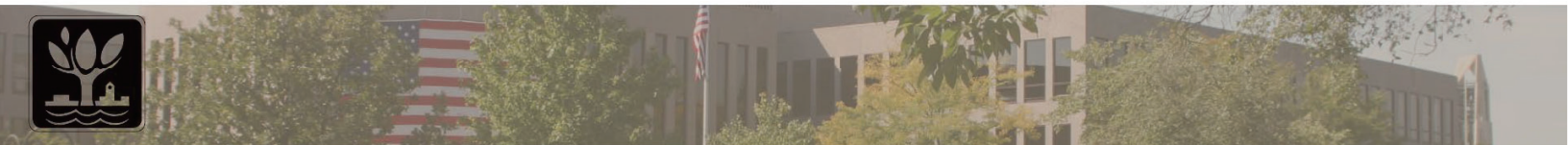
Continued investing in key infrastructure

- Maintained annual programs – street and utility maintenance
- Deferred mostly discretionary projects
- Expanded 2021 CIP to meet growing needs in certain areas

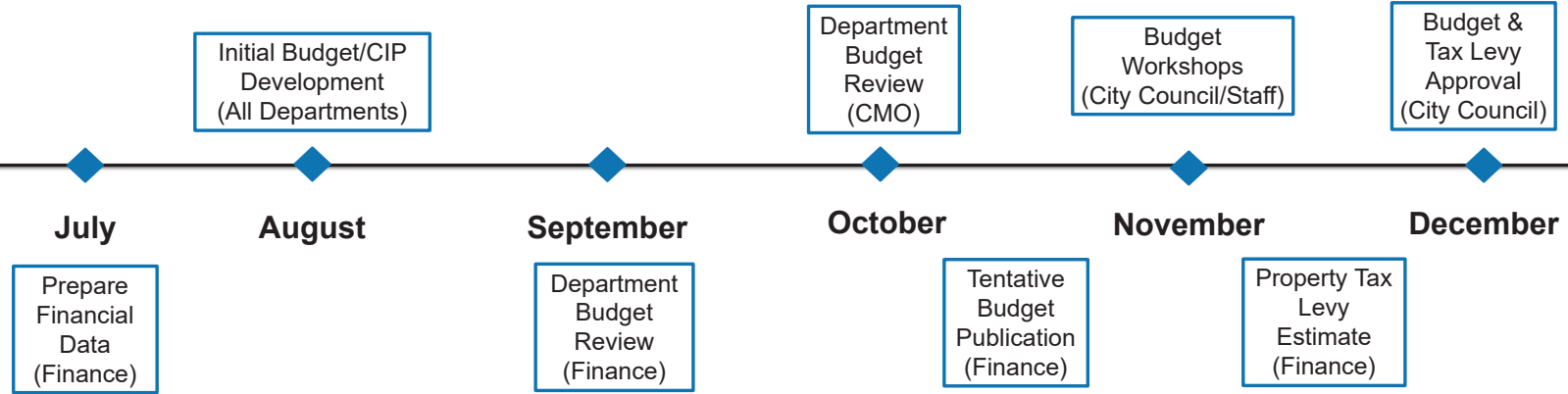
Avoided major financial setbacks

- Added nearly \$4M to General Fund cash balance
 - Revenues over by \$2M; Expenses under by \$2M
- Both utilities added to cash balances
- Only select special funds reduced cash in 2020

Our thoughtful response to the pandemic positions Naperville to move forward – not rebuild.



Looking Ahead – 2022 Budget Process



- Department budgets developed in August; two levels of review – Finance and CMO
- Budget presented to City Council in October and November workshops
- Schedule aligns with statutory requirement for passage of budget and tax levy



Key Considerations for 2022

National, state and local economic trends

- Supply chain issues
- Price instability due to inflation
- Unanticipated long-term impacts of pandemic

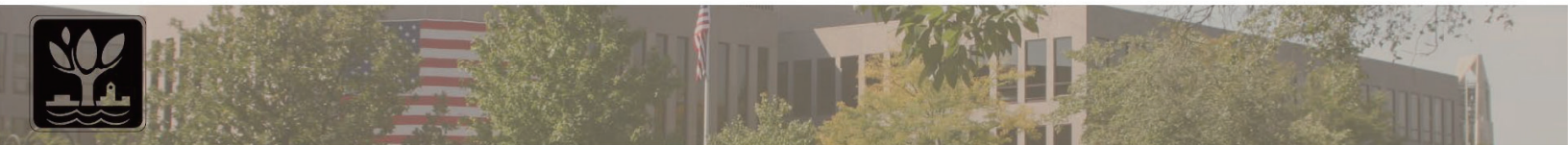
Economic normalcy vs. rapid growth

- 2021 General Fund was balanced with HRST
- Recent revenue gains simply eliminating need to utilize HRST dollars for that purpose
- Seeking return to “normal” growth from 2019

Establishing budget priorities

- Staff to develop budget based on existing priorities
- Early strategic planning process may reveal some priorities to include in 2022

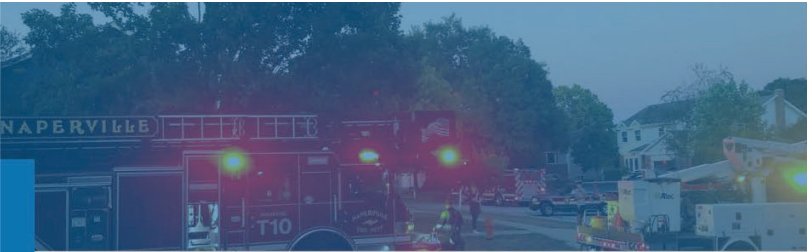
Establishing clear goals and priorities are key to successful budget development and implementation.



Next Steps

- **July Financial Report**
 - 6-month budget review
- **Monitor and report on issues as needed**
 - Includes existing and future budget priorities





Questions?

