

## December 19, 2017 - Q&A

Wednesday, December 13, 2017 4:13 PM

### F. AWARDS AND RECOGNITIONS:

1. **17-942** Presentation of the Naperville Police Department's Good Catch Award

### I. CONSENT AGENDA:

1. **17-919** Approve 11/01/17 thru 11/29/17 Cash Disbursement for \$46,317,503.68

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| <b>Q:</b> | <b>Please provide a breakdown of budget and expenditures by department</b>   | <b>Gustin, Patty</b> |
| <b>A:</b> | Attached is the budget and expenses by department through 11 months of 2017. | Hallgren, Erik       |

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| <b>Q:</b> | <b>Please provide an explanation of all technology and computer equipment expenditures.</b>  | <b>Gustin, Patty</b> |
| <b>A:</b> | <p><b>Superion LLC - PO 171448: \$66,891.21</b></p> <ul style="list-style-type: none"> <li>• Annual Support Contract for the City's existing ERP</li> </ul> <p><b>Tyler Technologies – PO 163020: 21 transactions totaling \$42,929</b></p> <ul style="list-style-type: none"> <li>• Implementation Costs Associated with the City's new ERP</li> </ul> <p><b>Granicus – PO 162085: \$2,850</b></p> <ul style="list-style-type: none"> <li>• Monthly maintenance and support for the City's EAgenda and live-video streaming system.</li> </ul> <p><b>Anixter Inc – PO 171200: \$4,421.04</b></p> <ul style="list-style-type: none"> <li>• Hardware costs associated with the Fire Station alerting system upgrades</li> </ul> | Hallgren, Erik       |

**Carahsoft Technology Corp. – PO 171366: \$45,570.14**

- This is the Socrata Digital Government software package

**Hewlett Packard Enterprises – PO 171213: \$77,221.41**

- This expense is for Citywide server hardware and HP hardware support

**Hewlett Packard Enterprises – PO 171349: \$1,021.72**

- This is the purchase of computer equipment including a desktop unit and new monitors

**Component Source – PO 171446: \$1,287.36**

- Annual license fee for Biztalk for the Electric Utility

**Verizon Wireless – PO 162876: \$354.30**

- Cell Phone purchases and fees

**CDW Government – PO 171354: \$15,806.27**

- Cisco Industrial Router and power supply plus the extended service agreement

**CDW Government – PO 171392: \$939.10**

- HP workstation and new monitors

**CDW Government – PO 171587: \$1,618.53****CDW Government – PO 171587: \$354.56**

- Microsoft surface pros; docking stations; covers; and protection plans

**Office Depot – PO 170125 - \$143.19**

- Toner and Other Printer Supplies for the police department

**EJ Equipment – PO 171472: \$345****EJ Equipment – PO 171472: \$1,290.27**

- CUES Granite Software support, this is utilized for the camera truck to view the City's stormwater system and determine maintenance work

**AE Tools and Computers – PO 171539: 4,809.84**

- Software Package for equipment and automotive techs used for diagnostics and repairs

**Dominion Voltage – PO 171619: \$65,995.65**

- Annual Maintenance Renewal for DVI Edge Software for the electric Utility

**Eclectech Inc – PO 171055: \$2,375**

**Eclectech Inc – PO 171055: \$4,000**

- Oracle Support for Naperville production, test, and backup databases for the electric utility

**Graybar Electric – PO 171291: \$2,237.84**

- Additional DC Panels for the electric's tollway substation

**Mythics Inc – PO 171560: \$66,102**

- Annual Oracle Database Renewal for the City's MDMS servers in the electric utility

**Schweitzer Engineering – PO 171493: \$22,400**

- Software Licenses for meters and relays in the electric utility

**Schweitzer Engineering – PO 171493: \$2,800**

**Schweitzer Engineering – PO 171493: \$4,590**

- Electric Utility substation internal network PC for substations

**Continental Resources – PO 171381: \$49,500**

**Continental Resources – PO 171381: \$49,500**

- Increased capacity for the electric utilities storage area networks

**Continental Resources – PO 171467: \$6,329.10**

- Shelving system for the storage array for the increased capacity for the network

2. **17-870** Approve the City Council Workshop Minutes of October 30, 2017

- 3. **17-875** Approve the City Council Workshop Minutes of November 13, 2017
  
- 4. **17-907** Approve the City Council Workshop Minutes of November 27, 2017
  
- 5. **17-936** Approve the Regular City Council Meeting Minutes of December 5, 2017.
  
- 6. **17-865** Approve the Award of Change Order #2 to the Third Three-Year Extension to Contract 06-106, Microsoft Office Enterprise Agreement to CDW-Government (CDWG), Inc. For an amount not to exceed \$185,357.77 and a total award of \$1,211,296.33.
  
- 7. **17-908** Approve the Award of Option Year One to Contract 16-188, Concrete Restoration Program, to Mondri Construction for an amount not to exceed \$263,000, plus a 5% contingency.
  
- 8. **17-925** Accept the Public Underground, Street Light and 248th Avenue Improvements associated with Ashwood Crossings and Hidden Creek and authorize the City Clerk to reduce the corresponding public improvement surety.
  
- 9. **17-935** Approve the City Council meeting schedule for January, February and March 2018.
  
- 10. **17-867B** Waive the first reading and pass the ordinance to establish an all-way stop at the intersection of Fairway Drive and Country Club Boulevard.

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| <b>Q:</b> | <b>Why is staff recommending waiving the first reading?</b>  | <b>Chirico, Steve</b> |
| <b>A:</b> | The ordinance modifies Traffic Schedule 1D, Four-Way Stop Streets only; it does not amend any other code language. The recommendation was made by staff following a field study and received a unanimous positive recommendation from the Transportation Advisory Board (TAB) during the December 7, | Louden, Jennifer      |

2017 meeting. One resident spoke in favor of the item during the TAB meeting. Staff has not received any further communication on this item that has led us to believe that additional public input will be received; therefore, we recommend waiving the first reading.

- 11. 17-909** Adopt the Resolution Approving an Addendum to the Intergovernmental Agreement between the City of Naperville and the Illinois Environmental Protection Agency to operate a long-term household Hazardous Waste Collection Facility.

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| <p><b>Q:</b></p> | <p><b>a. How does the disposal contractor charge for the disposal, e.g., by the pound?</b><br/> <b>b. Could Naperville, Aurora, Kane and DuPage Counties contract directly with the waste hauler?</b></p>  | <p><b>Boyd-Obarski, Rebecca</b></p> |
| <p><b>A:</b></p> | <p><b>a.</b> The disposal contractor charges by the drum quantity based on type of material.<br/> <b>b.</b> Nothing currently prevents us from direct contracting with a waste hauler. The Illinois EPA also suggested this as a potential option. Some of the reasons we would prefer to participate in an overall state managed contract are as follows:</p> <ol style="list-style-type: none"> <li><b>1.</b> We currently do not have the specialized expertise and knowledge with federal law governing the disposal of hazardous waste.</li> <li><b>2.</b> Although we would attempt to obtain a defense and indemnity from the hauler, a significant claim beyond their insurance levels, would likely result in the City being named in a suit.</li> <li><b>3.</b> The City contract would create some cash flow issues, as the Illinois EPA has informed us that they would pay under a reimbursement model, and the State's payment track record has been challenging at times.</li> <li><b>4.</b> The Illinois EPA could challenge some portions of the waste hauler contract, and</li> <li><b>5.</b> We do not believe that we would obtain pricing as favorable as the State due to the greater size of the State contract.</li> </ol> | <p><b>Dublinski/Lord</b></p>        |

- 12. 17-910** Adopt the Resolution authorizing adoption and issuance of the City of Naperville Prohibition and Prevention of Harassment/Sexual Harassment Policy.

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| <b>Q:</b> | <b>Is there a current Harassment/Sexual Harassment policy. Please provide redlined version of city's original Harassment/Sexual Harassment policy and the one presented.</b>  | <b>Gustin, Patty</b> |
| A:        | Yes, there is a current policy in the EPM entitled "Harassment Prevention Policy". The redlined version of the Prohibition and Prevention of Harassment/Sexual Harassment policy placed on the agenda is hereby attached. | Pancottine, Dwight   |

- 13. 17-920** Adopt the Resolution authorizing the City Manager to execute the 2018 Pace Paratransit Local Share Agreement for the operation of the Ride DuPage program.
- 14. 17-928** Adopt the Resolution Approving the Lease Agreement for the Safety Town Property Located at 1320 Aurora Avenue in Naperville (7 positive votes required)

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| <b>Q:</b> | <b>a. What is the status on the use of Safety Town for the Special Census headquarters?</b>   | <b>Boyd-Obarski, Rebecca</b> |
| A:        | Safety Town has been cooperative regarding the City's request to use of the main building from 1/18/18 through 3/28/18. It seems all the scheduling conflicts, including the DuPage County Elections Committee's planned use of the main building as a polling place on 3/20/18, will be able to be resolved. On December 29, Bill Novack is scheduled to conduct a walk-through of the building with a representative from Safety Town to determine whether all of the U.S. Census Bureau's requirements can be met. | DiSanto, Mike                |

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| <b>Q:</b> | <b>Should the termination clause be changed from six months to three months which is customary in the leasing industry?</b>  | <b>Gustin, Patty</b> |
| A:        | A six-month termination clause is what has been negotiated by the parties. Staff believes that termination upon six months of notice is recommendable due to several reasons, including: <ul style="list-style-type: none"> <li>• Staff does not anticipate ever needing the property so quickly that providing six months of notice to terminate Safety Town's lease would not be sufficient;</li> <li>• Safety Town schedules programming more than three months in advance so six months of notice would allow Safety Town time to communicate cancelations or rescheduling; and</li> </ul> | DiSanto, Mike        |

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|  | <ul style="list-style-type: none"> <li>• Six months of notice to relocate is reasonable since Safety Town has been in that location for over twenty years and owns the buildings on the property.</li> </ul> |  |
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| <b>Q:</b> | <p><b>I-14 Item 4 on the new lease terms states that the premises may only be used for Safety Town related events. If one of the goals is to make sure the city is utilizing our buildings and assets to their fullest then why not consider allowing Safety Town to rent this space out to unrelated organizations and split the revenue with the city to help make the city whole for the cost of the building and provide Safety Town with a new revenue source?</b></p>   | <b>Chirico, Steve</b> |
| <b>A:</b> | <p>Despite the language of Section 4, the lease provides that Safety Town may rent its classrooms or other facilities with the prior written consent of the City (Section 6). The City could require revenue sharing as a condition of its consent, however, to date, Safety Town has not expressed an interest in revenue generating leasing of the premises. Perhaps that is because the property is currently tax-exempt. If Safety Town and/or the City were to begin leasing the property and generating revenues there is concern that the tax-exempt status could be jeopardized.</p> <p>Notably, the lease provides that the City has free access to the premises for any purpose that does not interfere with Safety Town's rights to use the premises (Section 12) and Safety Town may offer the short-term use of the classroom or other facilities to any local non-profit or community group at no charge – without needing the City's permission (Section 6).</p> | DiSanto, Mike         |

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| <b>Q:</b> | <p><b>Does Safety Town realize the City has right to terminate the lease with six months notice...I don't know if they were represented when this was negotiated and hope to avoid the drama that unfolded last time we looked into the Safety Town Property.</b></p>  | <b>Coyne, Kevin</b> |
| <b>A:</b> | <p>Safety Town was represented during the negotiations of this lease by local attorney, Barry Greenberg. I know Mr. Greenberg explained the terms of the lease to Safety Town's Board. Also, Naperville's City Attorney participated in a conference call with Mr. Greenberg and Safety Town's board where the terms of the lease were reviewed.</p> | DiSanto, Mike       |

- 15. 17-929**      Adopt the Route 672 Resolution authorizing the City Manager to execute the attached agreement with Pace to establish the City share for service from the 95th Street Park-and-Ride to the

## Route 59 Metra Station at \$174,535.85. (Item 1 of 3)

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| Q: | <p>After publication of the agenda, Pace informed City staff that there was an error in their original calculations. Pace provided an updated Exhibit A to the Route 672 agreement which reduces the City's share from \$174,535.85 to \$173,728.76. The revised Exhibit A is attached for reference. The Action Requested is revised to:</p> <p>Adopt the Route 672 Resolution authorizing the City Manager to execute the attached agreement with Pace to establish the City share for service from the 95<sup>th</sup> Street Park-and-Ride to the Route 59 Metra Station at \$173,728.76</p> | Louden, Jennifer |
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**16. 17-930** Adopt the Route 673 Resolution authorizing the City Manager to execute the attached agreement with Pace to establish the City share for service from the Community Christian Church Park-and-Ride to the Route 59 Metra Station at \$83,025.56. (Item 2 of 3)

**17. 17-931** Adopt the Route 675 Resolution authorizing the City Manager to execute the attached agreement with Pace to establish the City share for service from the Wheatland Salem Church Park-and-Ride to the Route 59 Metra Station at \$88,789.89. (Item 3 of 3)

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| Q: | <p>After publication of the agenda, Pace informed City staff that there was an error in the original calculations. Pace provided an updated Exhibit A to the Route 675 agreement which reduces the City's share from \$88,789.89 to \$88,382.05. The revised Exhibit A is attached for reference. The Action Requested is revised to:</p> <p>Adopt the Route 675 Resolution authorizing the City Manager to execute the attached agreement with Pace to establish the City share for service from the Wheatland Salem Church Park-and-Ride to the Route 59 Metra Station at \$88,382.05.</p> | Louden, Jennifer |
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**J. PUBLIC HEARINGS:**



1. **17-914** Conduct a Truth-in-Taxation hearing for the Special Service Area No. 23 (Naper Main) property tax levy (Item 1 of 2)
2. **17-933** Pass the Ordinance for the Levy and Assessment of Taxes for the Fiscal Year beginning January 1, 2018 and ending December 31, 2018 adopting a total tax levy of \$98,939 for Special Service Area No. 23 (Naper Main) (Item 2 of 2)
3. **17-918** Conduct a Truth-in-Taxation hearing for the Special Service Area No. 26 (Downtown Maintenance Expenses and Marketing Costs) property tax levy (Item 1 of 2)
4. **17-934** Pass the Ordinance for the Levy and Assessment of Taxes for the Fiscal Year beginning January 1, 2018 and ending December 31, 2018 adopting a total tax levy of \$1,013,351 for Special Service Area No. 26 (Downtown Maintenance Expenses and Marketing Costs) (Item 2 of 2)
5. **17-921** Conduct a Truth-in-Taxation hearing for the City's property tax levy. (Item 1 of 3)
6. **17-922** Pass the Ordinance for the Levy and Assessment of Taxes for the Fiscal Year beginning January 1, 2018 and ending December 31, 2018, adopting a total tax levy of \$56,856,960. (Item 2 of 3)
7. **17-923** Pass the Ordinance to abate a portion of the 2017 Tax Levy for the City of Naperville authorizing an abatement of \$8,170,149 from the total tax levy of \$56,856,960 for a net total of 2017 tax levy of \$48,686,811. (Item 3 of 3)

#### **L. ORDINANCES AND RESOLUTIONS:**

1. **17-916** Pass the Ordinance for the Levy and Assessment of Taxes for the Fiscal Year beginning January 1, 2018 and ending December

31, 2018 adopting a total tax levy of \$200,000 for Special Service Area No. 21 (New Parking Garage)

**2. 17-917** Pass the Ordinance for the Levy and Assessment of Taxes for the Fiscal Year beginning January 1, 2018 and ending December 31, 2018 adopting a total tax levy of \$68,000 for Special Service Area No. 25 (IL Route 59 and Lacrosse Lane)

**3. 17-932** Adopt the Resolution Approving the Naperville Jaycees Smart Park  
Donation Agreement

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| <p><b>Q:</b></p> | <p><b>How much money is the city going to spend on this park? Staff time, planning and work?</b></p> <p><b>Is the city paying all expenses for a plaque, all costs of a ground breaking ceremony, etc. ( the write up says we shall provide or include all these items.) Who's going to get the money for the brick program? Us, Riverwalk or the Jaycees?</b></p> <p><b>Where are the renderings?</b></p> <p><b>What is the Jaycees policy for advertising on the message board?</b></p>   | <p><b>Hinterlong, Paul</b></p> |
| <p><b>A:</b></p> | <p>1. RE: COSTS &amp; STAFF TIME: Council has not yet approved plans concerning the Smart Park. If Council does decide, on a future agenda, to approve the construction of the Smart Park, the total amount of staff time needed will be contingent upon the plans approved by Council. It is anticipated that the cost of City services related to the park will be reimbursed from private donations made to the Riverwalk Foundation.</p> <p>Note, the Jaycees Donation Agreement is contingent on the City Council's future approval of the Smart Park. Approval of this agreement will not obligate the Council to build the Smart Park. By securing this, and likely other contributions, the City will get the private funding components in place so that Council may consider the project with the funding commitments.</p> <p>2. RE: PLAQUE, CEREMONY, ETC.: This Agreement requires Council to include in the plans for the Smart Park</p> | <p><b>DiSanto, Mike</b></p>    |

a plaque, message board, bricks, and a sign displaying the Jaycees name. The costs of those items along with any ceremony costs are anticipated to be funded through private donations made to the Riverwalk Foundation for the Smart Park.

3. RE: BRICKS: The proceeds from the sale of the bricks will go to the Jaycees unless the Jaycees agree otherwise as part of an assignment of its rights. The Agreement provides that the Jaycees shall have the exclusive right to set the cost and sell all available brick pavers used within the Smart Park. The Jaycees may assign this right to the Foundation or the City. The City shall have the right, in its sole discretion, to determine the number and placement of the brick pavers that will be included in the Smart Park.
  
4. At this time, no formal design exists. Renderings were utilized during the fundraising period. Attached are three of the renderings. Upon approval of the concept, formal plans will be developed to be approved by the City Council.
  
5. RE: MESSAGE BOARD: The Agreement provides that the board shall be used to advertise and promote local community events and local not-for-profit organizations. The board will be managed by the Jaycees. The Jaycees may advertise any local community events and local not-for-profit organizations in the provided space, subject to approval by the City's City Manager or his or her designee. The Jaycees may not charge a fee to third-parties in exchange for providing advertising in the space.

**Q:**

**What is the actual square footage offered towards the park (1,000 - 2000 sq. ft)? Will legal staff include "City will begin construction after 50% of private non Jaycees funding is received in full. "**

**When do you expect Riverwalk Foundation written approval as we may want to table until done. Lets cap damages for City breach at actual monies paid by Jaycees but not more than the contract "value" of \$200,000.00?**

**As technology changes so fast and tech parks may become potentially obsolete in five years is there a provision in the Agreement for restoring to original condition, if so at whose expense?**

**Gustin,  
Patty**

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|           | <p><b>Section 5.4 What is reasoning for Offer expiration date of February, 2019?</b></p> <p><b>Section 5, 5.a would you recommend the renaming only to other not-for-profits 501(c)(3)?</b></p> <p><b>Section 5, 3 for oversight on construction would you recommend final approval once City Council “and” verses “or” Foundation executes primary construction?</b></p> <p><b>Section 4, 8,9,&amp; 10 have the City responsible for Last Fling, SECA and under Park Agreement. Is this standard? Has this been done before? If so on what project? Thank you</b></p>   |                          |
| <p>A:</p> | <ol style="list-style-type: none"> <li>1. The actual square footage of the Smart Park is yet to be determined. The approval of plans that define the square footage will be up to Council.</li> <li>2. Requirements concerning a non-Jaycees funding contingency related to construction do not fit well into this Agreement. This Agreement focuses on the Jaycees donation and the considerations given in exchange. It would be more appropriate to require a certain threshold of donations to be possession of the Foundation when Council considers approving the construction of the Smart Park.</li> <li>3. The Riverwalk Foundation signed the agreement on December 13, 2017, with a minor modification to Section 5.3. to state that final approval will be deemed to have occurred once Council (not <i>or the Foundation</i>, as originally drafted) approves the construction contract.</li> <li>4. Monetary damages on behalf of the City are not contemplated in this agreement. If the City were not to honor any of its obligations, the Jaycees remedy would be to petition a court to mandate the City to fulfil its obligation (e.g. erect a plaque).</li> <li>5. Under this Agreement the City has sole discretion concerning the design, improvements, alterations and operation of the Smart Park. However, as long as it remains a park, the requirements re: the Jaycees must continue to be met.</li> <li>6. If Council does not approve the creation of a Smart Park by February 1, 2019, then the Agreement expires. The reason being, if after one year Council has not approved the building of the Smart Park, the Jaycees want to be able to move on and look at other donation opportunities.</li> <li>7. The Agreement states that if the Jaycees default on its donation obligation the City must make reasonable efforts to sell the naming rights and other rights belonging to the</li> </ol> | <p>DiSanto,<br/>Mike</p> |

Jaycees to a third-party and any revenues received by the City in exchange for said rights will be applied as an off-set against the Jaycee's outstanding, unpaid contribution obligations. You are correct that those rights are not limited to being sold to a non-profit and could be sold to any third-party. If Council wants to limit the sale of the Jaycees' rights to a non-profit, then it may make a motion to approve the Agreement with a modification to reflect that if the Jaycees default on its pledged contributions the Jaycees' right may only be sold to a non-profit corporation. Any change to the Agreement made by Council will then have to be negotiated with the Naperville Jaycees and the Foundation.

8. Re: Section 5.3, the Riverwalk Foundation signed the agreement on December 13, 2017, with a minor modification to Section 5.3. to state that final approval will be deemed to have occurred once Council (not *or the Foundation*, as originally drafted) approves the construction contract. Details concerning whether the City or the Foundation will be the entity that contracts for construction is yet to be determined.
9. Section 4.10. provides that if the City chooses not to fund the cost of City services necessary for the Last Fling via SECA, then the Jaycees may apply to Council to fund or waive the cost of City services. This provision only clarifies that the Jaycees may ask Council for a waiver if City services are not covered by SECA. It does not obligate the Council to grant said request. In essence, this is memorializing a right that the Jaycees (and any other special event entity) already possess. Staff is unaware of any of City agreement that contains this provision.

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| <p><b>Q:</b></p> | <p><b>There has been some talk that the name of the park would be better if "smart" were removed and we just called it the Naperville Jaycee Park. I believe the Jaycee Leadership prefers the latter. I do, too. Could this motion be made from the dais? Can you confirm none of the signage referenced in the agreement will be illuminated or LED?</b></p>                 | <p><b>Coyne, Kevin</b></p> |
| <p><b>A.</b></p> | <p>1. The name "Naperville Jaycees Smart Park" was requested by the Jaycees representative and the Jaycees' attorney during negotiations. Council may make a motion to approve the Agreement with a modification to reflect a different name. Any change to the Agreement made by Council will then have to be negotiated with the Naperville Jaycees and the Foundation..</p> | <p>DiSanto, Mike</p>       |

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|  | 2. The engineering plans for the Smart Park have neither been generated nor approved by Council. It is expected that Council will have final approval concerning design and may decide whether signage will be illuminated or LED. |  |
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- 17-954** Pass the Ordinance granting an extension to the temporary use approved for a mobile MRI unit for Edward Hospital at 801 A. Washington Street

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| <b>Q:</b> | <b>Please confirm this request is a one year request?</b>   | <b>Gustin, Patty</b> |
| <b>A:</b> | Yes, the request is to permit the existing mobile MRI unit to remain at the subject property through December 31, 2018. | Laff                 |

#### **M. AWARD OF BIDS AND OTHER ITEMS OF EXPENDITURE:**

1. **17-913** Approve the Award of Cooperative Procurement 17-242, Microsoft Enterprise Agreement Renewal, to CDW-G for an amount not to exceed \$1,438,964.76 and for a three-year contract term.

#### **O. REPORTS AND RECOMMENDATIONS:**

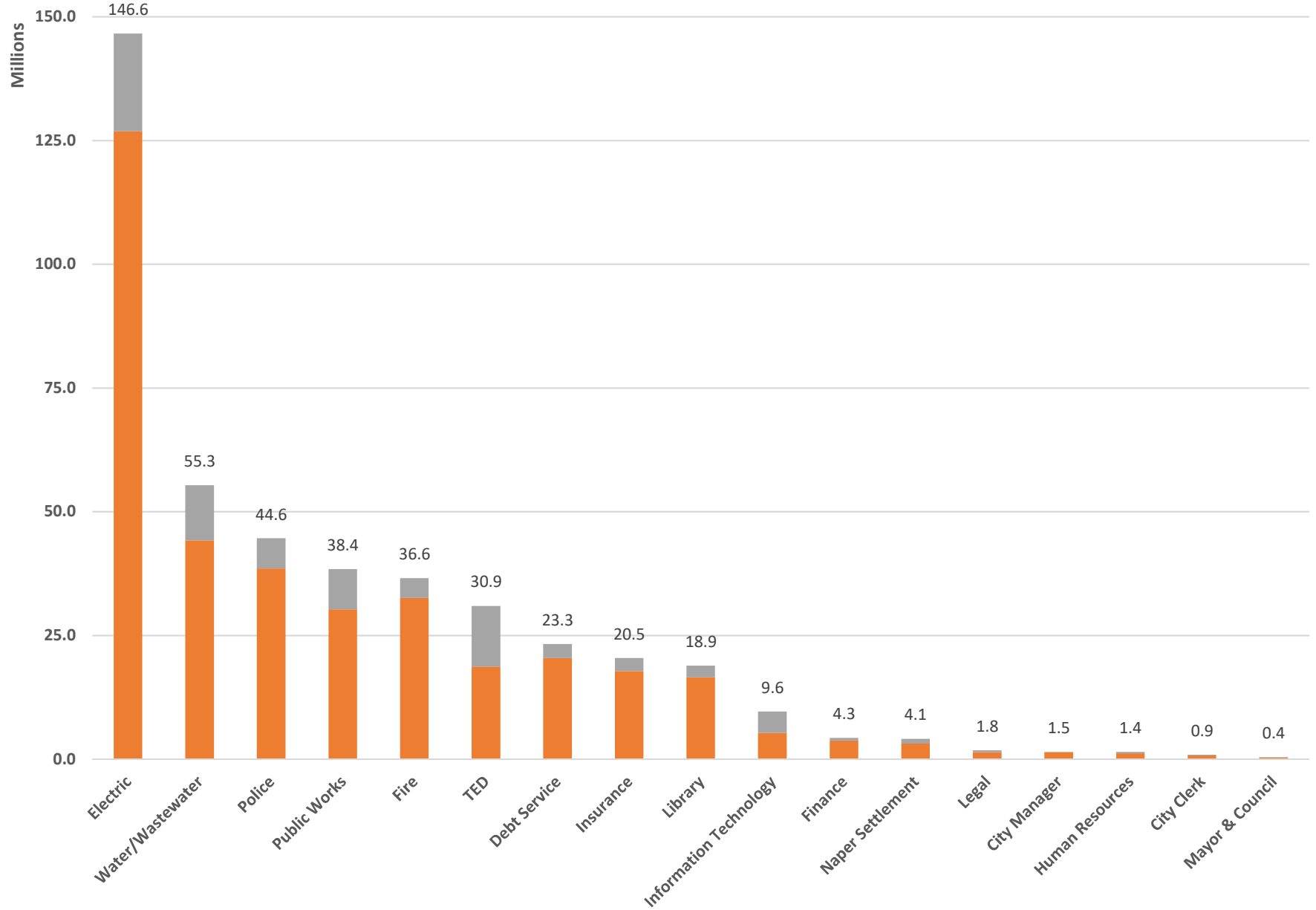
1. **17-844B** Deny the request for a variance to permit a 6' tall solid fence in the required corner side yard at the subject property located at 2816 Rolling Meadows Drive, Naperville - PZC 17-1-114.

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| <b>Q:</b> | <b>Was any of the fencing along 95th street erected by the City? If so for what reason?</b>   | <b>Gustin, Patty</b> |
| <b>A:</b> | The fencing along 95 <sup>th</sup> Street (from Gateshead Drive east to the creek) was installed by the City. It was installed as a part of the 95 <sup>th</sup> Street improvements constructed in 1995. |                      |

2. **17-937** Provide direction on Ryan Companies continuing with 5th Avenue community engagement efforts, including market and technical Research to determine feasible and beneficial redevelopment options for City Council consideration, in accordance with the update provided at the December 19, 2017 City Council Workshop.

- 3. 17-927** Approve the FY 2019 Social Services Grant (SSG) funding allocations and, if the Federal CDBG allocation exceed estimates, transfer eligible SSG activities to the PY18 CDBG program and use the excess SSG funding for Kid's Matter programming.
- 4. 17-926** Approve the Calendar Year (CY) 18 Special Events Cultural Amenities (SECA) Grant Program Allocations.

### Department Actuals versus Budget (11-Months)





## Harassment 3.11 Prohibition and Prevention of Harassment/Sexual Harassment

### Prevention Policy (1.4.2)

~~**Note: These same procedures apply for sexual as well as all other types of harassment.**~~

#### Purpose of the Policy

The purpose of this policy is to prohibit and prevent sexual harassment and harassment based upon a person's protected status under the law by:

1. Prohibiting harassing conduct and making compliance with this policy a term and condition of employment;
2. Educating employees by clearly defining sexual harassment and other types of conduct that can be considered harassment in violation of this policy;
3. Providing a complaint procedure with multiple options for reporting harassment;
4. Prohibiting any type of retaliation against a person who makes a good faith report of harassment or who cooperates in the investigation of a harassment claim; and
5. Providing for disciplinary action up to and including termination from employment for any employee who is found to have violated this policy.

#### Statement of Policy

~~Harassment consists of unwelcome conduct, whether verbal, physical, or visual, that is based upon a person's protected status, such as sex, color, race, religion, national origin, age, physical or mental disability, sexual orientation, or other protected group status. The city City will does not tolerate and prohibits harassment or harassing conduct in the workplace and is affirmatively committed to preventing such conduct. This not only includes employee on employee harassment, but also any harassing conduct by or against individuals who do business with the City. This policy prohibits and addresses the issue of sexual harassment which is a form of discrimination under state and federal law. This policy is also applicable to harassment targeted at individuals based on their protected status under Title VII of the Civil Rights Act and/or the Illinois Human Rights Act. To prevent harassment in the workplace, to sensitize employees to the issues and explain the policy and complaint procedures, the City provides mandatory training for its employees.~~

#### Harassment Defined

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Harassment is defined as unwelcome conduct, whether verbal, physical, or visual, that is based upon a person's protected status under the law. This conduct includes engaging in unwelcome conduct toward another individual(s) based upon their age, race, color, national origin, ancestry, religion, sex, sexual orientation (including gender-related identity), pregnancy (including childbirth, lactation and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed service-member status, or marital status. Harassment occurs when such conduct affects an employee's tangible job benefits, interferes unreasonably with an individual's work performance, or creates an intimidating, hostile, or offensive working environment. Such harassment may include, but is not limited to joking references about another person's protected status, kidding, teasing or practical jokes directed at a person based on his or her protected status.

### **Sexual Harassment Defined**

This policy adopts the definition of sexual harassment as stated in the Illinois Human Rights Act, which defines sexual harassment as:

Any unwelcome sexual advances or requests for sexual favors or any conduct of a sexual nature when:

- (1) Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- (2) Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- (3) The purpose or effect of such conduct is to substantially interfere with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Conduct which may constitute sexual harassment includes:

- **Verbal:** sexual innuendos, suggestive comments, insults, humor, and jokes about sex, anatomy or gender-specific traits, sexual propositions, threats, repeated requests for dates, or statements about other employees, even outside of their presence, of a sexual nature.
- **Non-verbal:** suggestive or insulting sounds (whistling), leering, obscene gestures, sexually suggestive bodily gestures, "catcalls," "smacking," or "kissing" noises.
- **Visual:** posters, signs, pin-ups or slogans of a sexual nature, viewing pornographic material or websites.
- **Physical:** touching, unwelcome hugging or kissing, pinching, brushing the body, any coerced sexual act or actual assault.
- **Textual/Electronic:** "sexting" (electronically sending messages with sexual content, including pictures and video), the use of sexually explicit language, harassment, cyber stalking and threats via all forms of electronic communication (e-mail, text/picture/video messages, intranet/on-line postings, blogs, instant messages and social network websites like Facebook and Twitter).

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The test used by courts to determine whether harassment has occurred is whether the conduct would offend a "reasonable person."

### Expectations of Conduct

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All employees have the right to expect that the City will maintain a place of employment that is free of employee or non-employee conduct, which can be considered harassment. It is the expectation of the City and a condition of employment that employees conduct themselves appropriately within the workplace and consistent with this policy, and that appropriate conduct will continue outside of the workplace when interacting with other City employees and persons who do business with the City. The cooperation of all employees in preventing harassment is essential and expected.

Employees are expected to avoid any behavior or conduct that could reasonably be interpreted as harassment, especially to the extent such conduct affects an employee's tangible job benefits, interferes unreasonably with an individual's work performance, or creates an intimidating, hostile, or offensive working environment. Such harassment may include, for example, jokes about another person's protected status, kidding, teasing or practical jokes directed at a person based on his or her protected status. It is the expectation of the city that employees will conduct themselves appropriately within the workplace and that appropriate conduct will continue outside of the workplace when interacting with other city employees.

All employees have the right to expect that the city will maintain a place of employment that is free of employee or non-employee conduct, which can be considered as harassing, abusive, disorderly or disruptive. The city does not tolerate any harassing conduct and is affirmatively committed to preventing such conduct. The cooperation of all employees in preventing this type of conduct is essential.

This policy is intended to address the issue of sexual harassment as well as harassment targeted at individuals based on their protected status under the Acts referenced above under the heading, "discrimination" (e.g., race, religion, national origin, disability, sexual orientation, etc.) To prevent harassment in the workplace, to sensitize employees to the issues and explain the policy and complaint procedure, the city provides mandatory training for its employees. In addition, supervisory employees receive special training in their roles and responsibilities to ensure a respectful, harassment-free workplace.

Sexual harassment deserves special mention. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitutes "sexual harassment" under the following conditions:

- when submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment
- when submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual

- when such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Employees will immediately report and cooperate in the investigation of a harassment complaint. All parties involved will have a fair chance to present their cases. The city absolutely prohibits any retaliation against anyone for complaining about sexual or any other type of harassment, for helping someone else make a complaint, or for providing information regarding a complaint of harassment.

All complaints of harassment will be investigated promptly and, where necessary, immediate appropriate action will be taken to stop and to remedy any such conduct. Any employee of the city found in violation of this policy is subject to disciplinary action, up to, and including discharge. (See section on Disciplinary Action later in this chapter.)

#### Complaint Procedure (1.4.2.1)

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Any employee who either observes harassment or believes that he or she himself/herself to be the object has been or is currently the subject of harassment in violation of this policy should deal with the incident(s) as directly and firmly as possible by clearly communicating her/his position to the offending employee and her/his immediate supervisor. It is not necessary to for the harassment to be directed at the person making the report.

An employee experiencing what he/she believes to be harassment must not assume that the employer is aware of the conduct. If there are no witnesses and the employee who claims to have been harassed fails to notify a supervisor or other responsible officer, the City will not be presumed to have knowledge of the harassment.

on the basis of a protected status, will report the alleged harassment immediately to his or her supervisor, the person in the next highest level of authority, or the Human Resources Team Leader. Unless reported to the city, the city may not be able to take appropriate action to enforce this policy.

Reporting to the City – Employees can report harassment to their supervisor, their supervisor's superior, their Department Director, their Human Resources Representative, the Human Resources Director, the City Attorney, or the City Manager.

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Reporting to a Government Agency – The purpose of this policy is to establish prompt, thorough and effective procedures for responding to every report and incident of harassment so that problems can be identified and remedied by the City. Employees also have the right to report or file a charge of harassment to the Illinois Department of Human Rights ("IDHR") or the Equal Employment Opportunity Commission ("EEOC"). Strict time limits exist for filing such a charge.

Regardless of where an employee chooses to lodge a complaint, the City strongly urges that the employee inform the City of the complaint so that the City can take appropriate action to enforce this policy and immediate appropriate action can be taken to stop and to remedy any such conduct.

#### Investigatory Process

The city will ~~immediately investigate~~ ~~conduct an investigation into~~ any complaint of harassment as soon as ~~possible after it is made aware of~~ the complaint ~~is made~~. Under no circumstances will the investigation be conducted by the person(s) accused of harassment. The city's investigation will, at a minimum, include interviewing the reported victim of the harassment, the alleged harasser, and any other persons who are identified as having knowledge concerning the allegations of harassment. Depending on the circumstances of each case, further fact finding measures may be required.

In each instance in which an employee reports or complains of harassment, the ~~city~~ City will make and maintain a record of the investigation. All information regarding any complaint of harassment and all information obtained during the investigation of any such complaint will be disclosed only on a need-to-know basis in order to effectively investigate and resolve the matter. ~~In particular, there will be n~~No record of making a complaint of harassment, ~~assisting someone in making a complaint~~ or participating in an investigation, ~~will be placed~~ in an employee's personnel file.

~~The above process should be used to report any type of workplace harassment.~~

#### Retaliation Strictly Prohibited

The City strictly prohibits any type of retaliation against anyone for threatening to complain or making a complaint regarding sexual harassment or any other type of harassment, for assisting someone else to make a complaint, for cooperating in the investigation of a complaint of harassment, or for participating in a proceeding to enforce this policy. No individual making a report will be retaliated against even if a report made in good faith is not substantiated. In addition, any witness will be protected from retaliation. Retaliatory action means the reprimand, discharge, suspension, demotion, denial of promotion or transfer, or change in the terms of conditions of employment of any employee that is taken in retaliation for his or her involvement in protected activity pursuant to this policy.

Employees who believe they have incurred retaliation have rights and protections under several laws.

Retaliation is a violation of the Illinois Human Rights Act and of Title VII of the Civil Rights Act of 1964. Employees have the right to file a charge of retaliation with the IDHR and EEOC to enforce their rights under these laws.

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Retaliation protections also exist under the Illinois Whistleblowers Act (740 ILCS 174/15(a)) and the State Officials and Employees Ethics Act (5 ILCS 430/15-10) for participating in a state proceeding to enforce their rights or the rights of another person under this policy.

Possible Disciplinary Action for Harassment (1.4.2.2) **Consequences of a Violation of this Policy**

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~~The purpose of disciplinary action is to ensure that future harassment does not occur.~~

If, after investigation, the eCity or any other governmental agency finds that sexual or any other type of harassment has occurred, prompt and appropriate remedial action will be taken to stop the harassment and to prevent any recurrence. Any employee who has been found to have sexually ~~harassed~~ or otherwise harassed another employee or individual doing business with the City will be subject to ~~appropriate discipline~~ disciplinary action, up to and including termination, depending on the circumstances of the case. Disciplinary action may include an oral or written reprimand; deferral of a raise or promotion; a demotion; a suspension or a discharge.

~~If an employee feels that the harasser is retaliating against him or her, the employee will immediately use these procedures to report the conduct so the city can take whatever further action is appropriate.~~

**Consequences of Knowingly Making a False Report**

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**A false report is not a report made in good faith which cannot be proven. A false report is a report of sexual or other type of harassment made by an accuser using the harassment report to accomplish some end other than stopping harassment or retaliation for reporting harassment. Given the seriousness of the consequences for the accused, a false report is a violation of this policy and can result in disciplinary action up to and including termination from employment.**

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**EXHIBIT A**  
**Route No. 672 95<sup>th</sup> Street Park-n-Ride Express**

Description of Service:

Pace agrees to provide service on Route 672 with regular transit vehicles by operating seven mornings and eight afternoon rush hour trips using two morning and afternoon rush hour buses on Route 672; which will serve the route 59 Metra Station according to the route schedule and map attached.

The service will operate approximately every 20 – 36 minutes during the morning peak from 5:28 a.m. – 8:09 a.m. and approximately every 17 – 45 minutes in the evening peak from 4:03 p.m. – 7:55 p.m., Monday through Friday. Service will not be provided on Saturday, Sunday, and holidays.

The base fare to ride the service will be \$1.75\* each way. Pace reserves the right to increase the base fare, however no increase shall take effect until Pace has give the Client sixty (60) days prior written notice.

Hourly Rate:

\$111.76, from October 1, 2017 through September 30, 2018  
\$114.42, from October 1, 2018 through December 31, 2018

Service Cost to Client:

\$11,581.92 monthly  
\$173,728.76 for fifteen months of service

Payment Rate:

The total cost for fifteen months of service is \$381,024.85. The cost to for fifteen months of service, excluding trips added in October 2016, is \$347,457.52.

The cost to the Client shall not exceed 50% of the total cost, excluding the cost for the additional trips added to service in October 2016, which equals \$173,728.76.

The Client shall provide a monthly payment to Pace in the amount of \$11,581.92 for a total of \$173,728.76 over the term of the contract.

\*when using your Ventra card to pay your fare. Cash fare is \$2.00.

**EXHIBIT A**  
**Route No. 675 Route 59 Express**

Description of Service:

Pace agrees to provide service on Route 675 with regular transit vehicles by operating seven mornings and eight afternoon rush hour trips using two morning and afternoon rush hour buses on Route 675; which will serve the route 59 Metra Station according to the route schedule and map attached.

The service will operate approximately every 20 – 36 minutes during the morning peak from 5:28 a.m. – 8:11 a.m., and approximately every 19 – 45 minutes in the evening peak from 4:03 p.m. – 7:59 p.m., Monday through Friday. Service will not be provided on Saturday, Sunday, and holidays.

The base fare to ride the service is \$1.75\* each way. Pace reserves the right to increase the base fare, however no increase shall take effect until Pace has give the Client sixty (60) days prior written notice.

Hourly Rate:

\$111.76, from October 1, 2017 through September 30, 2018

\$114.42, from October 1, 2018 through December 31, 2018

Service Cost to Client:

\$5,892.14 monthly

\$88,382.05 for fifteen months of service

Payment Rate:

From October 1, 2017, through December 31, 2018, the total cost for operation of the second bus is \$193,726.32.

From October 1, 2017, through December 31, 2018, the cost for operation of the second bus, excluding the additional trips added to service in October 2016, is \$176,764.10.

The cost to the Client shall not exceed 50% of the total cost for operation of the second bus, excluding the additional trips added to service in October 2016, which equals \$88,382.05.

The Client shall provide a monthly payment to Pace in the amount of \$5,892.14 for a total of \$88,382.05 over the term of the contract.

\*when using your Ventra card to pay your fare. Cash fare is \$2.00.





