



COMMITTEE OF THE WHOLE

Monday, March 2, 2026
immediately following the City Council Meeting at 7pm

City Hall Council Chamber
109 James Street
Geneva, IL 60134

Ald. Mark Reinecke, Chair

AGENDA

1. **Call to Order**
2. **Approve Committee of the Whole Minutes from February 17, 2026.**
3. **Items of Business**
 - a. Consider Draft Resolution Authorizing the Execution of a Contract with Information Controls, Inc. for the Supply and Installation of Security Cameras to City Facilities and to Allow the City Administrator to Approve Change Orders Not to Exceed 10% of the Bid Price for a Total Amount of \$40,538.30.
 - b. Consider Draft Ordinance Amending Title 2 (Public Safety Departments), Chapter 3 (Public Safety Employee Benefit Act), Sections 2-3-2 (Definitions); 2-3-4-B-9 (Application Procedures); and 2-3-7 (Health Insurance Benefits) of the Geneva City Code.
4. **Public Comment**

When recognized by the Chair, proceed to the podium, state your name for the record, and provide your public comments. Please understand this is your time to be heard and the public body's time to listen. No discussion or debate will follow.
5. **New Business**
6. **Adjournment**

ADA Compliance: Any individual with a disability requesting a reasonable accommodation in order to participate in a public meeting should contact the City at least 48 hours in advance of the scheduled meeting. The City can be reached in person at 22 S First Street, Geneva, IL, or by telephone at (630) 232- 7494. Every effort will be made to allow for meeting participation. Notice of this meeting was posted consistent with the requirements of 5 ILCS 120/1 et seq. (Open Meetings Act).

GENEVA COMMITTEE OF THE WHOLE MEETING MINUTES**Tuesday, February 17, 2026**City Hall Council Chambers
109 James St., Geneva, IL 60134

Elected Officials Present: Ald. Furnish, Ald. Kilburg, Ald. Malecki, Ald. Mayer, Ald. Palmquist, Ald. Paschke, Ald. Reinecke, Mayor Burns, Clerk Kellick.

Elected Officials Attending by Teleconference: Ald. Bowring, Ald. Marks.

Elected Officials Absent: Ald. Kosirog.

Others Present: City Admin. Voigt, Asst. City Admin. McCready, Dir. Tymoszenko, Mngr. Adams.

Others attending by video or teleconference: City Attny. Sandack.

Call to Order

Ald. Furnish, serving as chair, called the meeting to order at 7:34 PM.

Approve Committee of the Whole Minutes from February 2, 2026 and Special Committee of the Whole Minutes from February 9, 2026.

Moved by Ald. Kilburg, seconded by Ald. Mayer.

MOTION CARRIED by voice vote of those present 9-0.

Items of Business

Consider Draft Resolution Authorizing Execution of Contract with Douglas Floor Covering for Removal of Existing Flooring and Installation of New Flooring in the Public Works Training Room and Adjacent Rooms and Allowing the City Administrator to Approve Change Orders Not to Exceed 10% of the Bid Price for a Total Amount of \$27,865.00.

Moved by Ald. Paschke, seconded by Ald. Mayer.

On a question by Ald. Paschke, Mngr. Adams stated that the total amount includes demolition costs. He noted that he does not anticipate overruns for the project.

On a question by Ald. Kilburg, Mngr. Adams noted that there is no asbestos present in the existing flooring materials.

AYES: 9 (Bowring, Furnish, Kilburg, Kosirog, Malecki, Marks, Mayer, Palmquist, Paschke, Reinecke)
ABSENT: 1 (Kosirog)
NAYS: 0

Consider Draft Resolution Authorizing Execution of a License Agreement with Bensidoun USA for the 2026 French Market.

Moved by Ald. Mayer, seconded by Ald. Paschke.

On a question by Ald. Bowring, Dir. Tymoszenko stated that it is the City's responsibility to handle the trash at the market. Since Dir. Babica will be working with Lakeshore to add recycling bins there, he can also determine if compost bins can be added.

AYES: 9 (Bowring, Furnish, Kilburg, Kosirog, Malecki, Marks, Mayer, Palmquist, Paschke, Reinecke)
ABSENT: 1 (Kosirog)
NAYS: 0

Public Comment

None.

New Business

Admin. Voigt provided several updates on various referendum-related activities.

Adjournment

On a motion by Ald. Mayer, the meeting was adjourned by unanimous voice vote at 7:46 PM.

- Submitted by Clerk Kellick



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	SECURITY CAMERA INSTALLATION (CH, PD, PW)		
Presenter & Title:	Pete Adams, Facilities Manager		
Date:	February 25, 2026		
Please Check Appropriate Box:			
<input checked="" type="checkbox"/>	Committee of the Whole Meeting	<input type="checkbox"/>	Special Committee of the Whole Meeting
<input checked="" type="checkbox"/>	City Council Meeting	<input type="checkbox"/>	Special City Council Meeting
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	Other -
Associated Strategic Plan Goal/Objective: Quality Infrastructure and Services			
Estimated Cost: \$36,853.00		Budgeted? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Other Funding? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<i>If "Other Funding," please explain how the item will be funded: FY26 General Capital Fund</i>			
Executive Summary:			
<p>To enhance security, City Staff are seeking perimeter & entrance security cameras for the City Hall, Police Station and Public Works buildings. In January of 2026 staff published a public bid to supply and install cameras and associated cabling and parts to be connected to the City's existing video recording system. 13 Qualified bids and 1 unqualified bid were submitted, the lowest qualified bid from Information Controls, Inc.(ICI) of Loves Park, IL.</p> <p>Staff have reviewed the scope of work with ICI to confirm understanding and commitment to the schedule and has validated the references provided support ICI being capable of performing the scope. After Council approval, City staff will execute a contract with ICI to execute the Surveillance Camera installations before the end of FY26.</p>			
Attachments: <i>(please list)</i>			
<ul style="list-style-type: none"> • Resolution • 2026 Surveillance Bid Tab Sheet • Project Overview 			
Voting Requirements:			
<p><i>This motion requires a simple majority of affirmative votes for passage.</i></p> <p><i>The Mayor may vote on three occasions: (a) when the vote of the aldermen or trustees has resulted in a tie; (b) when one half of the aldermen or trustees elected have voted in favor of an ordinance, resolution, or motion even though there is no tie vote; or (c) when a vote greater than a majority of the corporate authorities is required by state statute or local ordinance to adopt an ordinance, resolution, or motion.</i></p>			
Recommendation / Suggested Action: <i>(how the item should be listed on agenda)</i>			
<p>Recommend Approval of Resolution Authorizing the City Administrator to Execute Contract with Information Controls, Inc. for the supply and installation of Security Cameras at the City Hall, Police Station, & Public Works buildings and allow City Administrator to approve change orders not to exceed 10% of bid price for a total amount of \$40,538.30.</p>			

RESOLUTION NO. 2026-XX

**RESOLUTION AUTHORIZING EXECUTION OF THE
CONTRACT WITH INFORMATION CONTROLS, INC.
FOR THE SUPPLY AND INSTALLATION OF SECURITY CAMERAS TO BE
INSTALLED AT CITY HALL, POLICE STATION, & PUBLIC WORKS**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GENEVA,
KANE COUNTY, ILLINOIS, as follows:**

SECTION 1: That the City Administrator is hereby authorized to execute, on behalf of the City of Geneva, a Contract with Information Controls, Inc. for the supply and installation of Security Cameras at the City Hall, Police Station, & Public Works buildings and allow City Administrator to approve change orders not to exceed 10% of bid price for a total amount of \$40,538.30 as recommended by Staff.

SECTION 2: This Resolution shall become effective from and after its passage as in accordance with law.

PASSED by the City Council of the City of Geneva, Kane County, Illinois, this _____ day of _____, 2026.

AYES: __ NAYS: __ ABSENT: __ ABSTAINING: __ HOLDING OFFICE: __

Approved by me this _____ day of _____, 2026.

Mayor

ATTEST:

City Clerk

City of Geneva, IL
2026 Surveillance Bid - CH, PD, PW

Bid Tab Sheet (Corrected)

Bidder	Bond/ Deposit?	Know Addenda ?	BASE BID				Alternate Camera Bid?			
			CH	Police	PW	Base Bid Total	CH	Police	PW	
Information Controls, Inc.	Y	Y	\$ 10,391.00	\$ 11,137.00	\$ 15,325.00	\$ 36,853.00				
Sciencel Solutions, LLC	Y	Y	\$ 11,250.00	\$ 11,250.00	\$ 15,000.00	\$ 37,500.00				
AMS Industries, Inc.	Y	N	\$ 11,639.00	\$ 11,639.00	\$ 14,365.00	\$ 37,643.00	\$ 18,693.00	\$ 18,693.00	\$ 23,177.00	Make: <u>Vicon</u> Model: <u>VNX-SN-VRS1-0</u>
Videotec Corp.	Y	Y	\$ 12,234.00	\$ 9,880.00	\$ 16,931.00	\$ 39,045.00				
Imperial Surveillance	Y	Y	\$ 10,027.87	\$ 11,340.27	\$ 19,537.41	\$ 40,905.55				
Global Solutions Group, Inc.	Y	Y				\$ 43,882.72				
SMG Security and Fire	N	Y	\$ 14,988.00	\$ 15,212.35	\$ 16,894.74	\$ 47,095.09				
Video and Sound Service, Inc.	Y	Y	\$ 15,743.90	\$ 13,168.90	\$ 22,102.00	\$ 51,014.80				
AKA Comp Solutions	Y	1,2	\$ 15,758.98	\$ 15,758.98	\$ 22,972.76	\$ 54,490.72				
Total Automation Concepts	Y	Y	\$ 17,176.00	\$ 17,398.00	\$ 24,761.00	\$ 59,335.00				
Seico, Inc.	Y	N	\$ 18,710.00	\$ 18,955.00	\$ 23,415.00	\$ 61,080.00				
Premier IT, Inc.	Y	Y	\$ 19,011.74	\$ 19,011.74	\$ 25,919.72	\$ 63,943.20				
Thompson Electronics dba Scutum	Y	N	\$ 22,006.53	\$ 24,610.00	\$ 29,681.47	\$ 76,298.00				
Angstrom Design + Build	Y	Y	\$ 243,548.80	\$ 243,548.00	\$ 324,730.00	\$ 811,826.80	\$ 243,627.16	\$ 243,627.16	\$ 324,835.00	Make: <u>Avycon</u> Model: <u>AVC-NCE81F28</u>



PROJECT DOCUMENTS

for

The City of Geneva's

Surveillance Installation

at

City Hall, Police Station, and Public Works Buildings

January 2026

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NOTICE TO BIDDERS

The City of Geneva (City) is seeking a qualified proposals for Surveillance Camera installations at the City Hall, Police Station, and Public Works buildings in Geneva, IL.

Time and Place of Opening of Bids

Contractors shall submit two (2) complete copies of their bids in a single, sealed envelopes with the words "SURVEILLANCE BID" clearly marked on them. Bids will be received by the City of Geneva, Illinois until 10:00 a.m. on Monday; February 2, 2026 at the office of the Geneva City Hall, located at 22 South First Street, Geneva, IL 60134, at which time the bids will be publicly opened and read aloud. Proposals submitted after the time specified will be returned to the bidder unopened. Bids that are not complete will not be read out loud after opening and will be returned.

Description of Work

The City’s SURVEILLANCE INSTALLATION project is for the supply and installation of 29 surveillance cameras and corresponding Cat6 cabling from the cameras to a bidder provided patch panel at the designated rack location in three (3) of the Cities’ Primary Facilities including:

City Hall (22 South First Street)	9 Cameras
Police Station (20 Police Plaza)	9 Cameras
Public Works (1800 South Street)	11 Cameras

The City of Geneva, Illinois reserves the right to reject any or all bids and waive technicalities.

Bidders may withdraw their proposal providing the bidder makes a request to withdraw their proposal in writing or in person before the scheduled time of the bid opening.

PROJECT OVERVIEW & TERMS

For the SURVEILLANCE INSTALLATION project, the City is seeking the supply and installation of 29 surveillance cameras and corresponding Cat6 cabling from the cameras to a bidder provided patch panel at the designated rack location for 3 of the Cities' primary Facilities including:

City Hall (22 South First Street)	9 Cameras
Police Station (20 Police Plaza)	9 Cameras
Public Works Facility (1800 South Street)	11 Cameras

CAMERAS

Turing SMART TP-MED8M28 8MP IR Turret IP Camera 2.8mm <https://turing.ai/products/smart-series>

Proposals without the City selected hardware will NOT be accepted. The City WILL Accept alternate camera product proposals if a vendor wishes to offer an equal or greater featured camera option. The Proposal form provides blanks for alternate camera pricing and the bidder is required to provide technical specifications for any alternate camera products.

CABLING

Bidder is to provide Cat6 cable runs are to be terminated on a bidder provided patch panel installed on an existing rack, and connected to the existing city provided data switch using bidder provided patch cables. Cabling & Patch Panels used must be UL/ETL Certified & comply with ANSI/TIA-568-C.2 Performance standards. This includes correct usage of plenum or shielded cabling as circumstances may (or may not) require.

Bidder is required to comply with NEC Codes for low voltage cabling installation, specifically NEC 720-11 and NEC 800.25.

Switch port assignments for patching to be provided at time of installation.

LIFT USAGE

The installation will require the usage of a boom lift that can safely operate on unlevel ground for the installations at City Hall and the Police Station (potentially up to 40 ft extension for east elevation of both buildings). Bidder should assume costs of providing the boom lift for the City Hall and Police Station installations into their bid price. For the sake of lift rental pricing, bidders should assume the installations at the Police Station and City Hall can be performed consecutively.

For the Public Works building installation, the city will provide access to the city owned scissor lift, which is capable of reaching the underside of the roof for all accessible interior areas; The City also has & will provide access to one of multiple trucks with booms and buckets to safely work from. The city estimates that all cable runs and camera installations for the Public Works building will be available via these means.

Bidder is responsible to use sheets of plywood or other means to protect turf and other non-paved surfaces and landscaping from damage to the extent possible during installations. If the contractor finds themselves in a circumstance where damage to a landscaped area is necessary in order to access any areas of the building, the City must be notified PRIOR to the damage occurring. If this prior notice does not take place the Bidder/Contractor assumes responsibility to restore the affected area to the state it was in prior to the damage. Any grading or landscaping repairs deemed to be the responsibility of the

SURVEILLANCE INSTALLATION (CH, PD, PW)

bidder/contractor must be completed by no later than 6/30/2026; if not completed the city will deduct the contracted cost of the restoration from the final payment.

PLANS

Satellite views and floorplans for each building marked with approximate camera and rack locations for cable runs; found at the end of this document.

PERMITS

Permits are NOT required for this type of low voltage installation in Geneva at this time.

FACILITY INSPECTIONS

The Contractor shall complete a thorough, initial inspection prior to submitting their proposal. **The 3 facilities will be available for review on Thursday January 22, 2026.**

Note, the Police Station and City Hall are across the street from each other. The City's FM will lead any visitors on a walking tour around the Police Station first, then City Hall; after everyone will return to their vehicles and drive to Public Works to walk the building, led by the FM.

Police Station (20 Police Plaza)	9:00 am
City Hall (22 South First Street)	9:15 am
Public Works (1800 South Street)	9:40 am

During these inspections only general clarifying questions will be answered. Any specific or term clarifying questions are to be submitted in writing via email to the Facilities Manager at padams@geneva.il.us by no later than Tuesday, January 27th 2026.

SCHEDULE & WORK HOURS

The City is seeking for work to be completed by no later than May 31st 2026.

The Contractor shall submit a construction schedule at the preconstruction meeting in substantial conformance with the projected milestone dates listed below but no later than within 48 hours after the pre-construction meeting.

<u>Item</u>	<u>Date</u>	<u>Comment</u>
Facility Inspections	Thurs, Jan 22, 2026	9:00 am @ Police Station
Deadline for Inquiries	Tues, Jan 27, 2026	
Bids Due & Opening	Mon, Feb 2, 2026	10:00AM @ City Hall
City Council Award	Mon, Feb 16, 2026	
Notice of Award	Wed, Feb 18, 2026	
Substantial 95% Completion	May 15, 2026	Punch List Remaining
100% Completion	May 31, 2026	All Punch List Items Completed

Daily work is to be performed during the operational hours, Monday to Friday from 7:00 am to 3:30 pm (work may proceed until 4:30 pm at City Hall and Police Station).

The Facilities will be closed and unavailable for work for the following scheduled City Holidays:

Presidents' Day	Monday, Feb. 16, 2026
Spring Holiday	Friday, April 3, 2026
Memorial Day	Monday, May 25, 2026

EXECUTION OF THE CONTRACT: The bidder that is awarded the contract shall execute a contract and submit contract bonds for an equal amount within fifteen (15) calendar days after receiving the Notice of Award, they shall submit a certificate of insurance showing that their company meets the required minimum

coverage listed in the Specifications. Work shall not start, there shall be no mobilization and no onsite deliveries shall be taken until the required insurance has been submitted and accepted by the City. This insurance policy shall be maintained during the life of the contract until final acceptance of the project by the City. Failure on the part of the successful bidder to provide a certificate of insurance within the time stipulated could void the award with resultant forfeiture of the Proposal Guaranty.

INSTRUCTIONS & REQUIREMENTS FOR PROPOSALS

By submitting a bid, the Bidder is affirming that they have carefully read and examined all of the contract documents and has visited the site and is aware of the requirements necessary to complete the work with their own forces and as listed in this contract. Submission of a proposal is conclusive assurance and warranty the Bidder and any subcontractors have examined the materials, visited the site and understood all requirements for the performance of the work. The Bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in-depth examination.

The City of Geneva will, not be responsible for any additional cost, expenses, losses or changes in anticipated profits resulting from such failure or neglect found in the submission. Bidders are to alert the City of any errors or omissions observed in the specifications prior to submission.

All Bidders shall submit a five (5%) percent bid bond, and the successful Bidder shall submit a contract bond for the full amount (100%) of their bid. In both cases the guarantor shall be a surety company authorized to do business in the State of Illinois. A cashier's check for the amounts as described above can be submitted in lieu of the bonds.

If any Vendor is in doubt as to the true meaning of any part of the specifications, or other contract documents, he may submit to the Facilities Manager (FM) a written request for an interpretation. The FM will give an interpretation of the matter in question by issuing an "Addenda". The FM will not respond to written requests for interpretation that are received less than 5 business days before the opening.

The Bidder shall comply with all applicable laws.

The successful Vendor shall submit a copy of his/her insurance policy listing the City of Geneva as an additional insured.

Bids and Contracts shall be signed by the Primary Bidder/Contractor, partners in a Partnership, or the president of the Corporation making the submission. A proxy having Power of Attorney who can show proof that they are duly authorized to sign on the behalf of the entity making the submission may also sign the documents on their behalf. In the case of a corporation bids shall also bear the attested signature of the secretary of the corporation and the impression of the corporate seal.

After the contract has been awarded by the City Council, the Contractor shall receive a Notice of Award. After the award, the Contractor shall then have a maximum of 15 business days to submit the necessary documentation, the Contractor may be required by the City, to work with the FM formalize and sign the bid documents as a work contract.

A Notice to Proceed will be issued when the Contractor has submitted all the necessary documentation. No site work shall begin before the Notice to Proceed is issued.

1. Contractors shall submit two (2) complete copies of their bids in a single, sealed envelopes with the words "SURVEILLANCE BID" clearly marked on them.

SURVEILLANCE INSTALLATION (CH, PD, PW)

2. The Contractor shall certify that they are not in violation of, nor has been convicted, for a violation of the Illinois Public Construction Act.
3. **QUALIFICATIONS OF VENDORS:** To demonstrate qualifications to perform the Work, each vendor must prepare to submit no less than three to five (3-5) customer references for similar work performed; preferably from other government or public sector organizations. Please include: organization name, contact name & title or role, and both phone number and email if available. Very helpful if information about what similar work was performed for the provided reference(s).
4. **INTERPRETATIONS AND ADDENDA:** All questions about the meaning or intent of the Contract Documents are to be directed to the Facilities Manager (FM) at padams@geneva.il.us. Interpretations or clarifications considered necessary by the FM in response to such questions will be issued by Addenda and posted on the City of Geneva web site www.Geneva.il.us.

Questions should be submitted by Tuesday, January 27th. Questions received after may not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Addenda may also be issued to modify the Project Documents as deemed advisable by Owner.

5. **SUBSTITUTE OR “OR-EQUAL” ITEMS:** Any substitutions from the Vendor’s proposal or documents for consumable products implemented and scope &/or schedule of services are subject to the approval of the by the City’s FM at padams@geneva.il.us.
6. **SUBMISSION:** All proposals must include the required PROPOSAL form included with the Project Documents and the required written narrative explanation of the bidder’s submission. All blanks on the Form must be completed using the fillable PDF version, by ink, or typewriter. The Bidder’s proposal shall contain an acknowledgement of receipt of all Addenda (the numbers of which must be filled in on the Proposal Form).
7. **MODIFICATION AND WITHDRAWAL OF PROPOSALS:** Proposals may be modified or withdrawn by an appropriate document duly executed (in the manner the proposal must be executed) and delivered to the place where proposals are to be submitted at any time prior to the opening of proposals.

If, within twenty-four hours after proposals are opened, any Vendor files a duly signed, written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its proposal, that Vendor may withdraw its proposal and the vendor’s security will be returned.

8. All proposals shall remain open for ninety (90) days after the day of the opening of proposals.
9. **BID BOND/DEPOSIT:** Each Proposal must be accompanied by a Bid Bond or a certified check issued by a bank that is a member of the Federal Deposit Insurance Corporation, payable to the order of the City of Geneva, in an amount equal to ten percent (5%) of the maximum Bid price. Each Bidder agrees, provided its Proposal is one of the three low Proposals, that, by filing its Proposal together with such Bid Bond or check in consideration of the Owner's receiving and considering such Proposal, said Proposal shall be firm and binding upon each such Bidder and such Bid Bond or check shall be held by the Owner until a Proposal is accepted and a satisfactory Contractor's bond is furnished by the successful Bidder, or for a period not to exceed sixty (60) days from the date hereinbefore set for the opening of Proposals, whichever period shall be the shorter. If such Proposal is not one of the three low Proposals, the Bid Bond or check will be returned in each instance within a period of ten (10) days to the Bidder furnishing same.

10. **AWARD OF CONTRACT:** Owner reserves the right to reject any and all Proposals, to waive any and all informalities and to negotiate contract terms with the Successful Vendor, and the right to disregard all nonconforming, non-responsive or conditional proposals. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
11. **EVALUATION:** Owner shall consider the qualifications of the Vendors, whether or not the Proposals comply with the prescribed requirements, and alternates and unit prices if requested in the proposal.

Owner may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the Work as to which the identity of Subcontractors and other persons and organizations must be submitted as provided in the Supplementary Conditions. Operating costs, maintenance considerations, performance data and guarantee of materials and equipment may also be considered by Owner.

Owner may conduct such investigations as deemed necessary to assist in the evaluation of any proposal and to establish the responsibility, qualifications and financial ability of the Vendors, proposed Subcontractors and other persons and organizations to do the work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.

Owner reserves the right to reject the proposal of any Vendor who does not pass any such evaluation to Owner's satisfaction.

A conditional or qualified proposal will not be accepted.

12. **AWARD:** If the contract is to be awarded it will be awarded to the low, responsive, responsible Vendor whose evaluation by Owner indicates that the award will be in the best interests of the Owner. If the contract is to be awarded, Owner will give the Successful Vendor a Notice of Award within sixty days after the day of the proposal's opening.
13. **SIGNING OF AGREEMENT:** When Owner gives a Notice of Award to the Successful Vendor, at least three unsigned counterparts of the Agreement and all other Contract Documents will accompany it. Within fifteen days thereafter Contractor shall sign and deliver at least three counterparts of the Agreement to Owner with all other Contract Documents attached. Within ten days thereafter Owner will deliver all fully signed counterparts to Contractor.
14. **PROTECTION TO PERSONS AND PROPERTY (INSURANCE):** The Contractor shall at all times take all reasonable precautions for the safety of employees on the work site and of any persons present, and shall comply with all applicable provisions of Federal, State, and Municipal safety laws and building and construction codes, as well as the safety rules and regulations of the Owner.

The following provisions shall not limit the generality of the above requirements:

- The Contractor shall so conduct work over the course of the Project as to cause the least possible obstruction of daily operations.
- While performing work, the Contractor shall provide and maintain protection for the any City Employees onsite as may be required by applicable statutes, ordinances and regulations or by local conditions.

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- The Contractor shall do all things necessary or expedient to properly protect any and all City property from damage while performing work, and in the event that any such property are damaged in the course of execution of the Project, the Contractor shall at its own expense restore any or all of such damaged property immediately to as good a state as before such damage occurred.
- The Contractor shall make good and full repair all injuries and damages to the Project or any portion thereof under the control of the Contractor by reason of any act of God or other casualty or cause whether or not the same shall have occurred by reason of the Contractor's negligence. The Contractor shall hold the Owner harmless from any and all claims for injuries to persons or for damage to property happening by reason of any negligence on the part of the Contractor or any of the Contractor's agents or employees during the control by the Contractor of the Project or any part thereof.
- Upon violation by the Contractor of any of the provisions of this section, after written notice of such violation given to the Contractor by the Owner, the Contractor shall immediately correct such violation. Upon failure of the Contractor so to do the Owner may correct such violation at the Contractor's expense: Provided, however, that the Owner may, if it deems it necessary or advisable, correct such violation at the Contractor's expense without such prior notice to the Contractor.
- Safety and Health: The contractor shall observe all safety precautions throughout the performance of this contract. All work shall be in strict accordance with all applicable Federal, State and local safety and health requirements. Where there is a conflict between applicable regulations, the most stringent will apply.
- The Contractor shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person could be the Contractor's superintendent. Their name and contact information shall be submitted in writing by the Contractor to the Owner.
- The Contractor shall prepare and maintain on the job site a Construction Site Safety Plan in accordance with the current Occupational Safety and Health Agency (OSHA) Standards and Procedures. The safety plan shall be acceptable to OSHA and contain the name of the individual in the employ of the Contractor responsible for the Construction Site Safety.
- Uniforms and Protective Clothing: The contractor shall determine the need for and provide any personal protective items required for the safe performance of work. Protective clothing, equipment and devices shall, as a minimum, conform to U.S. Occupational Safety and Health Administration (OSHA) standards for the products being used.
- Vehicles: Vehicles used by the contractor shall be properly licensed, registered and insured to operate in the State of Illinois and Kane County.

INSURANCE

The Contractor shall take out and maintain throughout the construction period insurance in the following minimum requirements

- Workmen's Compensation & Employer's Liability. This insurance shall protect Contractor and the Company against all claims under applicable state workmen's compensation laws. The Contractor shall also be protected against all claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a workmen's compensation law. This policy shall include "All States" endorsement.

The liability limits shall not be less than:

Workmen's Compensation	Statutory
Employer's Liability	\$1,000,000 each employee

- Comprehensive Automobile Liability. This insurance shall be written in comprehensive form and shall protect the Contractor against all claims for injuries to members of the public and damage to property

SURVEILLANCE INSTALLATION (CH, PD, PW)

of others arising from the use of motor vehicles, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired.

The General Liability limits shall be not less than:

Bodily Injury	\$2 Million (each person)
	\$2 Million (each occurrence)

Property Damage	\$2 Million
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- Comprehensive General Liability. This insurance shall be written in comprehensive form and shall protect the Contractor against all claims arising from injuries to persons other than his employees or damage to property of the Owner or others arising out of any act of omission of the vendor or his agents, employees, or Sub-Contractors. The policy shall also include protection against claims insured by usual personal injury liability coverage a "protective liability" endorsement to insure the Contractual liability assumed by the Contractor, and "Completed Operations and Products Liability" coverage (to remain in force during the correction period).

The liability limits shall be not less than:

Bodily Injury	\$2 Million (each person)
	\$2 Million (each occurrence)

Property Damage	\$2 Million (each occurrence)
	\$3 Million (aggregate)

- Installation Floater. The Contractor shall secure and maintain installation floater insurance on all materials and equipment installed under the Contract. This insurance shall protect the Contractor and the Owner from all risks of physical loss or damage to materials and equipment not otherwise covered under builder's risk insurance, while in warehouse or storage areas during installation, during testing, and after the work is completed. Installation floater insurance shall be of the "all risks" type, with coverage designed for the circumstances that may occur in the particular work included in the Contract. No exclusions shall be permitted with respect to this policy unless specifically authorized by the Owner in writing. The coverage shall be for an amount not less than the insurable value of the work at completion, less the value of the materials and equipment insured under builder's risk insurance. The value shall include the aggregate value of the Owner-furnished equipment and materials to be erected or installed by the Contractor not otherwise insured under builder's risk insurance.

Installation floater insurance shall provide for losses to be payable to the Contractor and the Owner as their interests may appear. The policy shall contain a provision that in the event of payment for any loss under the coverage provided, the insurance company shall have no rights of recovery against the Contractor or the Owner.

- Additional Named Insured. The Owner and its employees, agents, and representatives shall be named additional insured on all insurance certificates.
- The Contractor shall furnish a certificate evidencing compliance with the foregoing requirements.
- Cancellation Notice. The standard ACCORD will not be accepted as proof of insurance unless the cancellation provisions have been altered to assure the Owner a minimum ten (10) days' notice of cancellation.
- INDEMNIFICATION: To the fullest extent permitted by laws and regulations, the Contractor shall defend, indemnify, and hold harmless the Owner and their officers, directors, partners, consultants, agents, and employees from and against all claims, damages, losses, and expenses direct, indirect, or

SURVEILLANCE INSTALLATION (CH, PD, PW)

consequential (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising out of or resulting from the performance of the work by the Contractor, any Sub-Contractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable.

In any and all claims against the Owner or any of their officers, directors, partners, consultants, agents, or employees by any employee of the Contractor, any Sub-Contractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work by anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any such Sub-Contractor or other person or organization under workers or workmen's compensation acts, disability benefit acts, or other employee benefit acts, nor shall this indemnification obligation be limited in any way by any limitation on the amount or type of insurance coverage provided by the Owner, the Contractor, or any of his Sub-Contractors.

- RELEASE OF LIABILITY: Acceptance by the Contractor of the last payment shall be a release to the Owner and every officer and agent thereof from all claims and liability hereunder for anything done or furnished for or relating to the work, or for any act or neglect of the Owner or of any person relating to or affecting the work.
15. PREVAILING WAGE: This contract calls for the construction of a “public work,” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (“the Act”). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website at: <http://www.state.il.us/agency/idol/rates/rates.HTM>. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties.
- Contractor or his Sub-Contractor shall pay all mechanics and laborers employed directly upon the site of the work, unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account, the full amount accrued at the time of payment, computed at wage rates not less than those stated in the advertised Specifications, regardless of any contractual relationship which may be alleged to exist between the Contractor or Sub-Contractor and such laborers and mechanics;
 - The scale of wages to be paid shall be posted by the Contractor in a prominent and easily accessible place at the site of the work; and
 - There may be withheld from the Contractor so much of accrued payment as may be considered necessary by the city controller to pay to laborers and mechanics employed by the Contractor or any Sub-Contractor on the work for the difference between the rates of wages required by such laborers and mechanics except those amounts properly deducted or refunded pursuant to the terms of the Davis-Bacon Act (USC, Title 40, Sec. 276a) and interpretations thereof.
 - The overtime pay to which a laborer or mechanic working on the contract is entitled shall be that overtime pay to which he is entitled by any agreement he may have made with the Contractor or Sub-Contractor, or by any applicable provision of law, but in no such event shall such amount be less than the prevailing wage for such overtime.
 - The minimum wages to be paid to the various laborers and mechanics, have been determined to be prevailing for the corresponding classes of laborers and mechanics employed on projects of a character similar to the Contract work in the vicinity.

SURVEILLANCE INSTALLATION (CH, PD, PW)

- Please be aware of the following requirements of the Illinois Department of Labor for the Contractor and every Subcontractor working on public improvement projects in Illinois. There will be no exception to these public acts under this contract. Starting from the date the notice to proceed is issued the Contractor and the subcontractor will submit certified payroll records every calendar month for work that was completed and paid for as stated below.
 - CERTIFIED PAYROLL REQUIREMENTS (PUBLIC ACT 94-0515): Effective August 10, 2005 Contractors and Subcontractors on public works projects must submit certified payroll records on a monthly basis to the public body in charge of the construction project, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the Contractor is aware that filing records he or she knows to be false is a Class B misdemeanor.
 - The certified payroll records must include for every worker employed on the public works project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day, and starting and ending time of work each day. These certified payroll records are considered public records and public bodies must make these records available to the public under the Freedom of Information Act, with the exception of the employee's address, and telephone number. Demographic information required as part of PA 1-3=347 (HB3400) is also required. Any Contractor who fails to submit a certified payroll or knowingly files a false certified payroll is guilty of a Class B misdemeanor.
- PREVAILING WAGES FOR KANE COUNTY:
<https://idol.aem-int.illinois.gov/content/dam/soi/en/web/idol/laws-rules/conmed/documents/fy24/20230815/Kane.pdf>

GENERAL INFORMATION

The City of Geneva has limited funds available to complete this project. Therefore, Contractors are hereby notified that the City of Geneva reserves the right to waive technicalities, delete part(s) of this contract or reject all bids. The aforementioned deletions shall not alter the contract unit prices.

If there is a change to a line item and this change was determined to cause a delay such that the Contractor is not able to complete the work within the time specified in this contract, additional time will be allowed by the FM. This additional time will only be allowed to complete the additional work.

BIDDER QUALIFICATIONS AND REQUIREMENTS: All Bidders shall show that they are able to complete more than 50% of the work with their own forces.

The Contractor shall designate an employee to be the on-site point of contact while work is taking place.

SECURITY: Upon entering the premises, Contractors' personnel must check in with the FM or designated site contact and will follow any facility required sign in in procedures. Before departing, site contact will be notified of pending departure and any applicable sign-out procedures will be followed.

PAYMENTS/INVOICING: Contractor should invoice for services in a timely fashion after work has been performed, no more than 30 calendar days whenever possible. Invoices are to be submitted to Accounts Payable at: AP@geneva.il.us.

MSD: After proposals have been opened and reviewed by the FM, the presumed awarded contractor shall provide current labels and material safety data sheets for all products or materials noted in the proposal's

SURVEILLANCE INSTALLATION (CH, PD, PW)

narrative for the FM to review prior to formal award. ONLY INCLUDE products or material data for items noted in the Proposal Form Narrative.

QUALIFICATIONS: Throughout the term of this contract, the organization and all Contractor personnel performing work on-site must maintain all applicable licenses, certifications or other formal requirements to be in compliance with applicable business operation or contractor requirements and any Manufacturer required certifications as required for the terms of the Manufacturers' Specifications.

USE OF CITY FACILITIES: Any staging space needed on-site and/or use of City utilities (power/water), restrooms, breakroom should be clarified in the proposal's written narrative. Pricing should reflect any savings to be expected by the City for allowing use of city facilities and/or dumpsters for waste disposal.

JOB SITE CLEAN-UP: Contractor is responsible to safely remove and legally dispose of all roof related debris.

WASTE AND SURPLUS MATERIALS: Any waste or surplus material generated from the project shall be removed by the Contractor from the site of the Project as rapidly as practicable as the work progresses at the contractor's expense.

CONSTRUCTION LIMITS: The Contractor shall confine their operations to the construction limits. All damages caused by the Contractor or their Subcontractors outside of the Construction Limits or unnecessary damage within the Construction Limits shall be restored at the Contractor's expense.

FREEDOM OF INFORMATION ACT: Contractor acknowledges that the Freedom of Information Act, 5 ILCS 140/1 et seq. (the "Act") places an obligation on the City of Geneva to produce certain records that may be in the possession of the Contractor. Contractor shall comply with the record retention and documentation requirements of the Local Records Retention Act 5 ILCS 160/1 et seq. and the Act and shall maintain all records relating to this contract in compliance with the Local Records Retention Act and the Freedom of Information Act (complying in all respects as if the Contractor was, in fact, the City). Upon notice from the City, Contractor shall review its records promptly and produce to the City within two business days of said notice from the City the required documents which are responsive to a request under the Act. If additional time is necessary to comply with the request, the Contractor may request the City to extend the time do so, and the City will, if time and a basis for extension under the Act permits, consider such extensions. In the event Contractor fails to produce the requested records or fails to produce the requested records within the time period required above and the City is assessed a fine, fee or penalty for failure to timely comply with the Act due to Contractor's actions, Contractor shall reimburse City for all fines, fee or penalties, including reasonable attorney's fees, paid by the City.

PROPOSAL FORM

The following proposal is hereby made to the **City of Geneva, Illinois**, hereinafter called the Owner.

Proposal is submitted in duplicate by _____

The undersigned hereby proposes and agrees to furnish all the necessary labor, materials, equipment, tools and services necessary to perform the "SURVEILLANCE INSTALLATION" in accordance with the Specifications and Procedural documents attached.

In submitting this proposal, the undersigned declares that the only persons or parties interested in the Proposal as principals are those named herein and that the Proposal is made without collusion with any other person, firm, or corporation.

The Undersigned acknowledges receipt of the following Addenda.

Addendum No.	Date	Initials
_____	_____	_____
_____	_____	_____

The Undersigned declares that they have examined the Contract Documents and is familiar with the local conditions at the site where the work is to be performed and with the conditions affecting the Contract requirements and understands that in making this Proposal they wave all rights to plead any misunderstanding regarding the same.

The undersigned further agrees prosecute the work in such a manner and with sufficient materials, equipment, and labor as will ensure its completion by the 5/31/2026 completion date, it being understood and agreed that the completion within the time limit is an essential part of the Contract.

Turing SMART TP-MED8M28 8MP IR Turret IP Camera	
	Base Bid
City Hall (9 cameras)	
Police Station (9 cameras)	
Public Works (11 cameras)	

ALTERNATE Camera	
Make: _____ Model: _____	
	Base Bid
City Hall (9 cameras)	
Police Station (9 cameras)	
Public Works (11 cameras)	

INCOMPLETE SUBMISSIONS WILL BE CONSIDRED GROUNDS FOR DISQUALIFICATION



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	Public Safety Employee Benefit Act (PSEBA) Ordinance Updates		
Presenter & Title:	Lauren Newton, HR Manager		
Date:	February 26, 2026		
Please Check Appropriate Box:			
<input checked="" type="checkbox"/>	Committee of the Whole Meeting	<input type="checkbox"/>	Special Committee of the Whole Meeting
<input checked="" type="checkbox"/>	City Council Meeting	<input type="checkbox"/>	Special City Council Meeting
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	Other -
Associated Strategic Plan Goal/Objective:			
Estimated Cost: \$ N/A	Budgeted?	<input type="checkbox"/> Yes	Other Funding? <input type="checkbox"/> Yes
		<input checked="" type="checkbox"/> No	<input type="checkbox"/> No
<i>If "Other Funding," please explain how the item will be funded:</i>			
Executive Summary:			
<p>The Public Safety Employee Benefit Act (PSEBA) requires public employers to pay health insurance benefits to qualifying public safety employees and their families when an employee is killed or catastrophically injured in the line of duty. Due to the nature, length of time, and associated costs, the City of Geneva adopted procedures for determining PSEBA eligibility in 2021. Staff is recommending updates to the City's code to ensure compliance with legislative updates and changes impacting PSEBA.</p>			
Attachments: <i>(please list)</i>			
<ul style="list-style-type: none"> • Ordinance • Redline copy of ordinance language 			
Voting Requirements:			
<p><i>This motion requires a simple majority of affirmative votes for passage. (Mayor and City Council)</i></p> <p><i>The Mayor may vote on three occasions: (a) when the vote of the alderpersons has resulted in a tie; (b) when one half of the alderpersons elected have voted in favor of an ordinance, resolution, or motion even though there is no tie vote; or (c) when a vote greater than a majority of the corporate authorities is required by state statute or local ordinance to adopt an ordinance, resolution, or motion.</i></p>			
Recommendation / Suggested Action: <i>(how the item should be listed on agenda)</i>			
<p>Recommend Approval of Ordinance amending Title 2 (Public Safety Departments), Chapter 3 (Public Safety Employee Benefit Act) of the Geneva City Code.</p>			

ORDINANCE NO. 2026-__

**AN ORDINANCE AMENDING TITLE 2 (PUBLIC SAFETY DEPARTMENTS)
CHAPTER 3 (PUBLIC SAFETY EMPLOYEE BENEFIT ACT) OF THE GENEVA CITY
CODE**

WHEREAS, the City Council of the City of Geneva believe it to be in the best interest of the city to update the Geneva City Code.

NOW, THEREFORE, be it ordained by the City Council of the City of Geneva, Kane County, Illinois, as follows:

SECTION 1: That Section 2-3-2 (Definitions) of Chapter 3, Title 2 of the Geneva City Code be and the same is hereby amended to read as follows:

As used in this chapter:

ACT:	Means the Public Safety Employee Benefits Act (820 ILCS 320/1 et seq.).
APPLICANT:	Any person who files a written application as described herein to receive PSEBA benefits from the City.
GROUP HEALTH INSURANCE PLAN:	The City's group health insurance plan is any health insurance plan offered by the City. The group health insurance plan may change from time to time. PSEBA benefits shall not include dental insurance, vision insurance, life insurance or any other benefit provided to City employees or retirees.
CATASTROPHIC INJURY:	Catastrophic injury shall have the meaning established by the Illinois courts or legislation, whichever is more restrictive.
CITY:	Means the City of Geneva, Illinois.
DAY:	Means calendar day, unless otherwise specified.
DEPENDENT CHILD AND DEPENDENT FOR SUPPORT:	Defined as a dependent child according to the City's health insurance plan.
EMERGENCY:	Emergency shall have the meaning established by Illinois courts or legislation, whichever is more restrictive.
PUBLIC SAFETY OFFICER:	Any full-time sworn employee in the Fire Department or Police Department on duty at the time of the catastrophic injury.
SPOUSE:	Spouse of the "injured public safety officer" shall be as defined by the City's health insurance plan.

SECTION 2: That Section 2-3-4 (B) 9 (Application Procedure) of Chapter 3, Title 2 of the Geneva City Code be and the same is hereby amended to read as follows:

9. Other sources of health insurance benefits currently enrolled in, offered or received by the applicant.

SECTION 3: That Section 2-3-7 (Health Insurance Benefits) of Chapter 3, Title 2 of the Geneva City Code be and the same is hereby amended to read as follows:

Upon a determination of eligibility and qualification for PSEBA benefits, the applicant is entitled to participate in the City's group health insurance plan. The group health insurance plan is any plan offered by the City. The group health insurance plan may change from time to time.. PSEBA benefits do not include benefits not provided under the City's group health insurance plan including, but not limited to, disability benefits, life insurance, dental or vision benefits.

- A. Open Enrollment. Applicants may only change from one (1) plan to another during the City's open enrollment period or during a qualifying event
- B. Other Benefits. Health insurance benefits payable from any other source will reduce the benefits payable from the City. Each applicant shall sign an affidavit attesting that the applicant is not eligible for insurance benefits from any other source, unless there is another source. Applicants shall notify the City of another source for insurance no later than five (5) business days from that source becoming available to the applicant or the applicant's beneficiaries. The City reserves the right to require the recipient to provide another affidavit affirming whether other health insurance is available or payable to the applicant, the applicant's spouse and/or qualifying dependent children on an annual basis. The affidavit must be completed and returned to the City within thirty (30) calendar days of written notice from the City. If the recipient does not complete and return the affidavit within the time required, the City shall give written notice providing an additional fifteen (15) calendar days for the recipient to complete and return the affidavit. Failure to return the affidavit within the time required shall result in the recipient incurring responsibility for reimbursing the City for premiums paid during the period the affidavit was due and not filed.
- C. Disclosure Of Health Insurance Coverage. The applicant has an ongoing obligation to update health insurance coverage information provided and failure to do so may result in the denial of benefits and/or require reimbursement to the City for duplicate coverage. If duplicate coverage has been received by a PSEBA recipient, further PSEBA benefits will be denied until the City has been fully reimbursed by the recipient for what it would have been credited if it had known about other coverage.
- D. Reimbursement. Receipt of health insurance benefits from other sources without notice to the City shall require the applicant to reimburse the City for the value of those benefits.
- E. Medicare Eligibility. PSEBA benefits will terminate upon an applicant's eligibility in Medicare. The applicant shall notify the City when the applicant becomes Medicare eligible regardless of the status of the enrollment period, so the City may assist with the transition to Medicare coverage and adjust health insurance benefits or PSEBA benefits accordingly.

SECTION 4: That Title 2 of the Geneva City Code as heretofore amended shall otherwise remain in full force and effect.

SECTION 5: This Ordinance shall be in full force and effect from and after its passage, approval, and publication as provided by law. Publication of the Ordinance is hereby approved to be in pamphlet form.

PASSED by the City Council of the City of Geneva, Kane County, Illinois, this 3rd day of March, 2026.

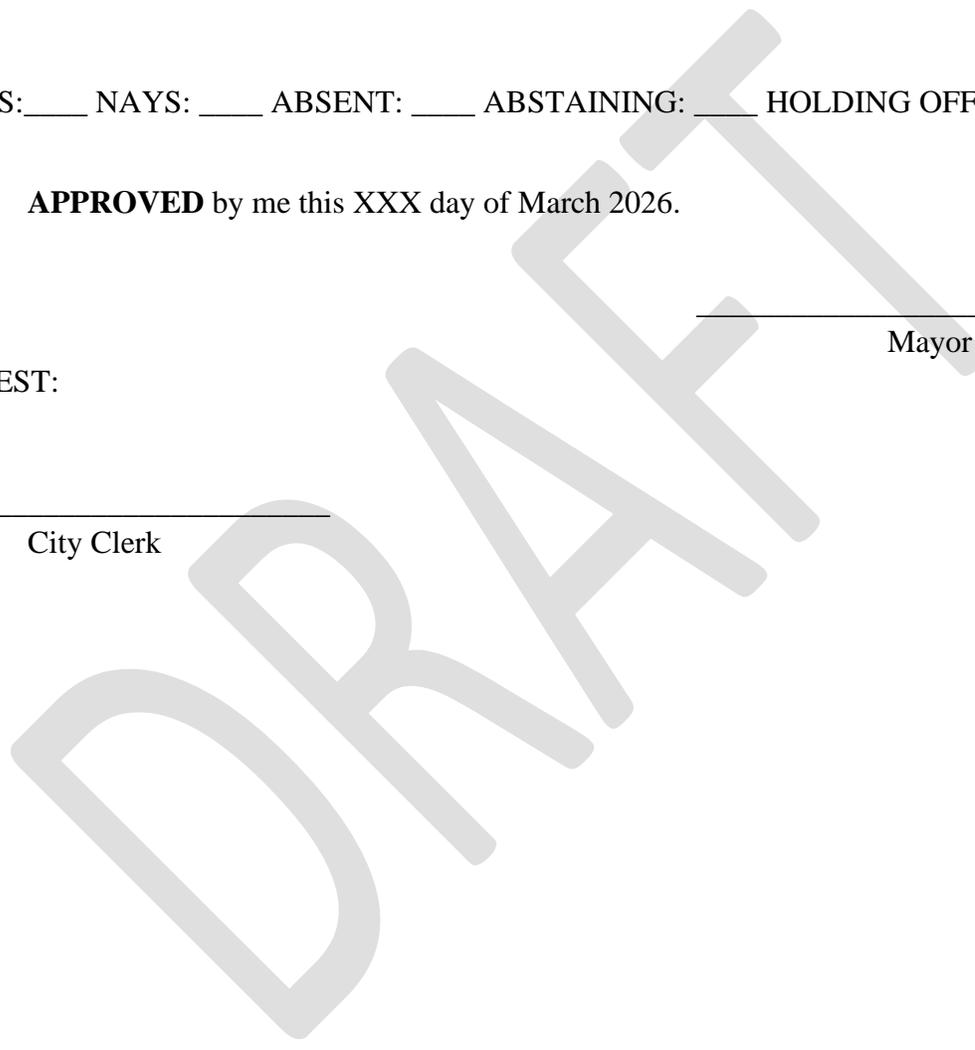
AYES: ____ NAYS: ____ ABSENT: ____ ABSTAINING: ____ HOLDING OFFICE: 10

APPROVED by me this XXX day of March 2026.

Mayor

ATTEST:

City Clerk



TITLE 2 - PUBLIC SAFETY DEPARTMENTS
CHAPTER 3 PUBLIC SAFETY EMPLOYEE BENEFITS ACT (PSEBA)

CHAPTER 3 PUBLIC SAFETY EMPLOYEE BENEFITS ACT (PSEBA)

SECTION:

2-3-1: PURPOSE:

This chapter is to provide a fair and efficient method for determining the eligibility of a full-time employee for the benefits enumerated under the Public Safety Employee Benefits Act (820 ILCS 320/1 et seq.) through an administrative process, including if necessary, an administrative hearing. All benefits provided public safety employees pursuant to the Public Safety Employee Benefits Act (PSEBA) will be consistent with the Act.

(Ord. No. 2021-08, § 2, 5-3-2021)

2-3-2: DEFINITIONS:

As used in this chapter:

ACT:	Means the Public Safety Employee Benefits Act (820 ILCS 320/1 et seq.).
APPLICANT:	Any person who files a written application as described herein to receive PSEBA benefits from the City.
BASIC-GROUP HEALTH INSURANCE PLAN:	The City's basic group health insurance plan is any health insurance the lowest-cost plan offered by the City. The basic group health insurance plan may change from time to time. PSEBA benefits shall not include dental insurance, vision insurance, life insurance or any other benefit provided to City employees or retirees.
CATASTROPHIC INJURY:	Catastrophic injury shall have the meaning established by the Illinois courts or legislation, whichever is more restrictive.
CITY:	Means the City of Geneva, Illinois.
DAY:	Means calendar day, unless otherwise specified.
DEPENDENT CHILD AND DEPENDENT FOR SUPPORT:	Defined as a dependent child according to the City's health insurance plan.
EMERGENCY:	Emergency shall have the meaning established by Illinois courts or legislation, whichever is more restrictive.
PUBLIC SAFETY OFFICER:	Any full-time sworn employee in the Fire Department or Police Department on duty at the time of the catastrophic injury.
SPOUSE:	Spouse of the "injured public safety officer" shall be as defined by the City's health insurance plan.

(Ord. No. 2021-08, § 2, 5-3-2021)

2-3-3: RESERVED:

2-3-4: APPLICATION PROCEDURE:

The application procedure of this section establishes guidance on the proper procedural requirements for applicants seeking PSEBA benefits from the City.

- A. Any person seeking to receive PSEBA benefits from the City must submit a full and complete PSEBA application in writing within thirty (30) days of filing a pension claim with the City or within thirty (30) days of the date of the adoption of this chapter, whichever is later. The City shall notify applicant if the PSEBA application is incomplete and applicant shall have five (5) days to remedy their application. Failure to file the full and complete application in a timely manner will result in a forfeiture of the benefits under PSEBA.
- B. A complete PSEBA application includes the following:
 - 1. Applicant's name, date of hire, and detailed information regarding the incident, including how the injury was sustained in the line of duty (date, time, place, nature of injury and other factual circumstances surrounding said incident giving rise to said claim);
 - 2. The applicant's firsthand knowledge explaining, to the City's satisfaction, how the injury/death directly resulted from:
 - i. Response to fresh pursuit;
 - ii. Response to what is reasonably believed to be an emergency;
 - iii. An unlawful act perpetrated by another; or
 - iv. Participation during the investigation of a criminal act;
 - 3. A signed PSEBA medical authorization release authorizing the collection of information related to the incident including, but not limited to, disability pension proceedings, workers' compensation records, and medical records. The medical authorization release shall specify the name, email, telephone number and address for pertinent health care provider(s);
 - 4. A signed PSEBA general information release specifying the name of the applicant or authorized representative along with legal proof of said representation authorizing the collection of information pertinent to the incident review process;
 - 5. The name(s) and contact information, if known, of witnesses to the incident. A signed PSEBA general information release form for witnesses authorizing the collection of information pertinent to the incident review process;
 - 6. The name(s) of witnesses the applicant intends to call at the PSEBA hearing, if any;
 - 7. Information and supporting pension documentation filed with the appropriate pension board, if any;
 - 8. Information supporting the PSEBA eligibility requirements; and
 - 9. Other sources of health insurance benefits currently enrolled in, offered or received by the applicant.
- C. The PSEBA application must be sworn and notarized to certify the truthfulness of the content of the information. A review of the application shall not occur until the application is complete.
- D. The PSEBA application must be submitted to the City Administrator's office in its entirety.
- E. Once deemed complete by the City, the completed PSEBA application will be the preliminary record, and a copy of same will be date stamped and provided to the applicant.
- F. Upon receipt and notification of a complete application for PSEBA benefits, the City shall set the matter for an administrative hearing before a hearing officer to determine applicant eligibility for PSEBA benefits.

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- G. Applicant will be given written notice not less than ten (10) days prior to the date of the scheduled administrative hearing. If applicant, upon receiving written notice of the administrative hearing, cannot attend said date, the applicant must contact the hearing officer in writing within seven (7) days after being served. The hearing officer shall establish an alternative hearing date within thirty (30) days of the original hearing date. Failure to appear at the administrative hearing will result in denial of PSEBA benefits.

(Ord. No. 2021-08, § 2, 5-3-2021)

2-3-5: HEARING OFFICER:

- A. Appointment. The Mayor, by and with the advice and consent of the City Council, shall appoint a person to serve as Hearing Officer for each hearing on PSEBA benefits that come before the City. In making said appointment, the appointee must:
1. Be able to completely perform the services; and
 2. Must be an attorney licensed to practice law in the State of Illinois and have knowledge of and experience in employment and labor law, general civil procedure, the rules of evidence and administrative practice.
- B. Authority Of The Hearing Officer. The Hearing Officer shall have all of the authorities granted under common law relative to the conduct of an administrative hearing, including the authority to:
1. Preside over City hearings involving PSEBA;
 - a. Administer oaths;
 - b. Hear testimony and accept evidence that is relevant to the issue of eligibility under PSEBA;
 - c. Issue subpoenas to secure attendance of witnesses and the production of relevant papers or documents upon the request of the parties or their representatives;
 - d. Rule upon objections in the admissibility of evidence;
 - e. Preserve and authenticate the record and all exhibits in evidence introduced at the hearing; and
 - f. Issue a determination, based on the evidence presented at the hearing including a written finding of fact, decision and order.

(Ord. No. 2021-08, § 2, 5-3-2021)

2-3-6: ADMINISTRATIVE HEARING:

The administrative hearing shall be held to adjudicate and determine whether the applicant is eligible for PSEBA benefits consistent with the Act and this chapter and as follows:

- A. Time And Date. Hearing shall be held on the date, time and place established by the Administrative Hearing Officer with appropriate notice served upon the applicant.
- B. Record. The City shall secure the attendance of a certified court reporter to make a transcript of all proceedings. The City and the applicant shall split equally the cost of the court reporter's appearance fee and the cost of one (1) transcript for the Hearing Officer. If the City or the applicant request their own copies of the transcript, they shall bear the entire cost of their own copies.
- C. Procedures. The City and the applicant shall be entitled to representation by counsel at said administrative hearing and present witnesses, testimony and documents, may cross-examine opposing witnesses, and may

request the issuance of subpoenas to compel the appearance of relevant witnesses or the production of relevant documents. Each party shall bear its own cost of counsel and witnesses.

- D. Evidence. The Illinois Rules of Evidence apply to the extent practicable unless, by such application, the Hearing Officer determines that application of the rule would be an injustice or preclude the introduction of evidence of the type commonly relied upon by a reasonably prudent person. Such determination is the sole discretion of the Hearing Officer. The Hearing Officer must state on the record the reason for that determination.
- E. Final Determination. A written determination by the Hearing Officer of whether the petitioning applicant is eligible for the benefits under PSEBA constitutes a final administrative determination for the purpose of judicial review under the common law writ of certiorari.
- F. Burden Of Proof. The applicant shall have the obligation and burden of proof to establish the applicant and applicant's beneficiaries are eligible and qualified to receive PSEBA benefits. The standard of proof in all hearings conducted under this administrative process is by the preponderance of the evidence.
- G. Administrative Records. All records pertaining to the administrative process will be held in a separate file under the employee's name with the City.

(Ord. No. 2021-08, § 2, 5-3-2021)

2-3-7: HEALTH INSURANCE BENEFITS:

Upon a determination of eligibility and qualification for PSEBA benefits, the applicant is entitled to participate in the City's ~~basic~~ group health insurance plan. ~~The Basic~~ group health insurance plan is ~~the lowest cost any~~ plan offered by the City. The ~~basic~~ group health insurance plan may change from time to time. ~~An eligible applicant may enroll in any other health insurance plan offered by the City, but shall pay the difference in insurance premium between the City's basic group health insurance plan and the selected plan.~~ PSEBA benefits do not include benefits not provided under the City's ~~basic~~ group health insurance plan including, but not limited to, disability benefits, life insurance, dental or vision benefits.

- A. Open Enrollment. Applicants may only change from one (1) plan to another during the City's open enrollment period or during a qualifying event.
- B. Other Benefits. Health insurance benefits payable from any other source will reduce the benefits payable from the City. Each applicant shall sign an affidavit attesting that the applicant is not eligible for insurance benefits from any other source, unless there is another source. Applicants shall notify the City of another source for insurance no later than five (5) business days from that source becoming available to the applicant or the applicant's beneficiaries. The City reserves the right to require the recipient to provide another affidavit affirming whether other health insurance is available or payable to the applicant, the applicant's spouse and/or qualifying dependent children on an annual basis. The affidavit must be completed and returned to the City within thirty (30) calendar days of written notice from the City. If the recipient does not complete and return the affidavit within the time required, the City shall give written notice providing an additional fifteen (15) calendar days for the recipient to complete and return the affidavit. Failure to return the affidavit within the time required shall result in the recipient incurring responsibility for reimbursing the City for premiums paid during the period the affidavit was due and not filed.
- C. Disclosure Of Health Insurance Coverage. The applicant has an ongoing obligation to update health insurance coverage information provided and failure to do so may result in the denial of benefits and/or require reimbursement to the City for duplicate coverage. If duplicate coverage has been received by a PSEBA recipient, further PSEBA benefits will be denied until the City has been fully reimbursed by the recipient for what it would have been credited if it had known about other coverage.

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- D. Reimbursement. Receipt of health insurance benefits from other sources without notice to the City shall require the applicant to reimburse the City for the value of those benefits.
- E. Medicare Eligibility. PSEBA benefits will terminate upon an applicant's eligibility in Medicare. The applicant shall notify the City when the applicant becomes Medicare eligible regardless of the status of the enrollment period, so the City may assist with the transition to Medicare coverage and ~~or~~ adjust health insurance benefits or PSEBA benefits accordingly.

(Ord. No. 2021-08, § 2, 5-3-2021)

2-3-8: HEALTH INSURANCE BENEFITS PENDING A FINAL DETERMINATION:

Until a final unappealable administrative or judicial determination of PSEBA eligibility has been made, the applicant shall be entitled to maintain prior health insurance as when a City employee. The applicant, shall be responsible for the prompt payment of all health insurance premiums as though the public safety employee was not eligible for PSEBA benefits. Should the applicant be found to be eligible for PSEBA benefits by virtue of a final, unappealable administrative or judicial determination, the applicant, shall be promptly reimbursed by the City for any out-of-pocket health insurance premiums for the basic health insurance plan, paid from the date of the employee's death or the Police Pension Board or Fireman's Pension Fund line-of-duty disability pension award.

(Ord. No. 2021-08, § 2, 5-3-2021)