



### AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	Approve Professional Services Agreement with Stanley Consultants for the “Southeast (SE) Development Substation and Distribution Feeders” and Terminate the June 15, 2015 Professional Services Agreement with Stanley Consultants for the “SE Development Substation”		
Presenter & Title:	Rich Babica, Director of Public Works		
Date:	July 23, 2018		
<b><i>Please Check Appropriate Box:</i></b>			
<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 -
<b>Estimated Cost:</b> \$582,410.00			
		Budgeted? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Other Funding? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<p><i>If “Other Funding,” please explain how the item will be funded:</i> Project will be funded through Electric Enterprise fund reserves and will be eligible for TIF Fund reimbursement if a future TIF district is approved per TIF Inducement Resolution 2014-47 for the Southeast Development.</p>			
<b>Executive Summary:</b>			
<p>In 2015 the City of Geneva entered into a contract with Stanley Consultants for the design, bidding, and general construction inspection of the SE Development Substation. That agreement contemplated a fully redundant two transformer substation and did not include distribution feeder design services nor modifications at the Geneva Business Park substation. Changes to the Scope of Services are significant and go beyond the concept of a change order.</p> <p>Therefore, staff has negotiated an updated Professional Services Agreement with Stanley Consultants that now encompasses design, bidding, and general construction inspection for the proposed single transformer substation, distribution feeder circuits, and modifications to the existing Geneva Business Park substation.</p> <p>Stanley Consultants has performed similar work in the past for City of Geneva. Staff has full confidence in the ability of Stanley Consultants for this project.</p>			
<b>Attachments:</b> <i>(please list)</i>			
<ul style="list-style-type: none"> <li>• Resolution 2018-71</li> <li>• Memo from Superintendent Wright dated 07-23-2018</li> <li>• Professional Service Agreement.</li> </ul>			

**Recommendation / Suggested Action:** *(how item should be listed on agenda)*

Approve resolution, pending legal review, and award a Professional Service Agreement to Stanley Consultants for the “Southeast (SE) Development Substation and Distribution Feeders” in an amount not-to-exceed \$582,410.00 and to Terminate the June 15, 2015 Professional Services Agreement with Stanley Consultants for the “SE Development Substation”.

**RESOLUTION NO. 2018-71**

**RESOLUTION AUTHORIZING EXECUTION OF  
a Professional Service Agreement with Stanley Consultants and to Terminate the June 15, 2015  
Professional Services Agreement with Stanley Consultants**

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**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 Professional Service Agreement with Stanley Consultants for the “Southeast (SE) Development Substation and Distribution Feeders” in an amount not-to-exceed \$582,410.00 and to Terminate the June 15, 2015 Professional Services Agreement with Stanley Consultants for the “SE Development Substation”.

**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 6th day of August, 2018.

**AYES:** \_\_ **NAYS:** \_\_ **ABSENT:** \_\_ **ABSTAINING:** \_\_ **HOLDING OFFICE:** \_\_

Approved by me this 6<sup>th</sup> day of August, 2018.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



**PUBLIC WORKS DEPARTMENT**  
**MEMORANDUM**

July 23, 2018

**Memo To:** Mayor Burns, Committee of the Whole

**From:** Hal Wright, Superintendent of Electrical Services

**Re:** Recommendation for approval of a Professional Services Agreement with Stanley Consultants for the design of Southeast (SE) Development Substation and Distribution Feeders and to Terminate the June 15, 2015 Professional Services Agreement with Stanley Consultants for the SE Development Substation

On June 15, 2015, the City of Geneva entered into a contract with Stanley Consultants for design service for the proposed SE Development Substation. Work has continued as needed on the design since that time.

The current Professional Services Agreement does not provide for design of electric distribution feeders, modifications to the Geneva Business Park Substation, nor the required tie lines to other existing substations.

Staff has negotiated an updated Professional Services agreement with a new scope of services to encompass the design of the Southeast Development feeders and tie lines, substation and switchgear to be located on Kautz Rd (Kautz Rd Substation) and switchgear and tie lines from the existing Geneva Business Park Substation.

Stanley Consultants has handled projects similar to this in the past for the City of Geneva. The work has always been satisfactory and staff has full confidence in the ability of Stanley Consultants.

Upon award of this Professional Service Agreement, the existing agreement dated 06/15/2015 will be canceled.

**Staff Recommendation:**

It is staff's recommendation to award a Professional Service Agreement to Stanley Consultants for the design of "Southeast (SE) Development Substation and Distribution Feeders" in an amount not-to-exceed \$582,410.00 and to Terminate the June 15, 2015 Professional Services Agreement with Stanley Consultants for the "SE Development Substation"

Cc: Stephanie Dawkins, City Administrator  
Rich Babica, Director of Public Works  
Aaron Holton, Manager of Electric Operations  
Jennifer Hilkemann, Manager of Distribution Construction & Maintenance  
Kirk Landberg, Purchasing & Inventory Coordinator

THIS IS AN AGREEMENT made as of \_\_\_\_\_, 2018, between City of Geneva, Illinois (CLIENT) and Stanley Consultants, Inc. (CONSULTANT). CLIENT intends to provide design services for the Southeast (SE) Development Substation and Distribution Feeders (hereinafter called "project").

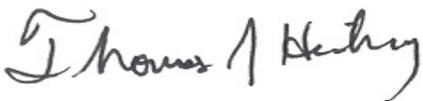
CLIENT and CONSULTANT agree:

1. **Scope of Services.** CONSULTANT shall perform professional services as stated in Exhibit 1.
2. **Compensation.** CLIENT shall compensate CONSULTANT for CONSULTANT's services as stated in Exhibit 2.
3. **Terms and Conditions.** CONSULTANT shall provide professional services in accordance with the terms and conditions stated in Exhibit 3. If CLIENT issues a purchase order or other document to initiate the commencement of services hereunder, it is agreed that any terms and conditions appearing thereon shall have no application and only the provisions of this Agreement shall automatically apply.
4. CLIENT has provided or shall provide for payment from one or more lawful sources of all sums to be paid to CONSULTANT.
5. Following exhibits are attached to and made part of this Agreement:
  - Exhibit 1 – Scope of Services
  - Exhibit 2 – Compensation
  - Exhibit 3 – Standard Terms and Conditions

IN WITNESS WHEREOF, the parties below have executed this Agreement as of the day and year first above written.

STANLEY CONSULTANTS, INC.

CITY OF GENEVA, ILLINOIS

By:   
 \_\_\_\_\_  
 Thomas J. Hickey, Vice President

By: \_\_\_\_\_

Attest:   
 \_\_\_\_\_  
 Eric D. Kamm, Business Development  
 Manager

Attest: \_\_\_\_\_

Address for giving notices:  
225 Iowa Avenue  
Muscatine, IA 52761

Address for giving notices:  
225 South First Street  
Geneva, IL 60134

(If CLIENT is public body, attach evidence of authority to sign and resolution or other document authorizing execution of AGREEMENT.)

## Project Understanding

The SE Development will consist of five separate projects all in support of the new SE Development:

1. Kautz Road Substation
2. Business Park Substation Switchgear Additions
3. 35 kV Transmission Line to Kautz Road Substation
4. SE Development Distribution Design
5. Business Park Tie Distribution Design

Kautz Road Substation will consist of a single 20 MVA transformer substation with 12 kV switchgear in a prefab control building on the low side of the transformer consisting of a main breaker and five feeders. The transformer will be protected on the high-side by a circuit switcher. Equipment will be designed offset in substation chain link fence so that there would be room for a second transformer and line-up of switchgear in the future. CONSULTANT will provide design specification services for the transformer procurement, control building procurement, substation package procurement, and general construction.

Business Park Substation Switchgear Additions will consist of installing a new prefab control building on the low side of Transformer 2. One feeder from both Business Park 1 and Business Park 2 will be moved to this new switchgear. The two positions opened on Business Park 1 and Business Park 2 will be used to feed two new distribution feeders to the SE Development for a back-up to the Kautz Road Substation. The new switchgear will consist of a main breaker and seven feeder breakers. CONSULTANT will provide design services for the control building procurement, substation package procurement, and general construction.

35 kV Transmission Line to Kautz Road Substation will involve overhead 35 kV wood pole design for a transmission line that will interconnect with ComEd. CONSULTANT will provide design services for the line design and general construction.

SE Development Distribution Design will consist of a concrete encased duct bank running north along one side of Kautz Road that will have two circuits from two of the Kautz Road Substation running the full length of Kautz Road, serving the loads in SE Development. Each circuit will be in its own manhole. A third circuit will be installed in same duct bank and share manholes with one of the other circuits, however, it will not serve any load in the development. It will turn at the E-W Roadway at the north end of the development and connect into the existing Geneva system. The fourth feeder from Kautz Road Substation will run to the west and connect into the existing Geneva system along East Fabyan Parkway at the south west corner of the development. Duct bank will also have a conduit for communications fiber as spare ducts for future included in the duct bank.

The Business Park Tie Distribution Design will be provided by a concrete encased duct bank for the two circuits from Business Park 1 and Business Park 2 that will tie into the SE Development distribution system at the northeast end of the SE Development close to where Kautz Road intersects IL Route 38. This duct bank will also have a duct for communications, as well as spare ducts for future.

The scope of services described herein is developed in eight phases, each with several tasks. Each task has a defined scope of work and deliverable(s). The tasks have been developed and arranged such that each task will build on the deliverables developed during previous tasks. The following is a description for each of the phases and associated tasks.

### Phase 1 Predesign Activities

Phase 1 will commence with the Notice-to-Proceed. During this phase, all tasks required to be completed before detailed design will be provided, for example data collection.

#### Task 1.1 General and Administrative

The objective of this task is to establish a clear understanding of the procedures to be adhered to throughout the project. Detailed task descriptions, specific schedules, control and reporting methods, and quality control programs will be developed and reviewed by all concerned parties. This task will commence with a project kick-off meeting and continue throughout the project, with specific deliverables being made on a mutually agreeable schedule.

### **1.1.1 Scheduling**

A project design schedule using Microsoft Project will be developed and maintained by CONSULTANT. The design schedule identifying Project Milestones, such as completion dates for deliverables, will be maintained.

Deliverables:

- Baseline Schedule and periodic Schedule updates

### **1.1.2 Status Reporting**

CONSULTANT will maintain contact with CLIENT to provide informal, timely project status, and coordination requirements. Significant issues will be conveyed to CLIENT, in writing, as they arise.

Deliverables:

- Periodic Status Reports
- Telephone Conference Review Meetings

### **1.1.3 Review Meetings**

CONSULTANT will maintain contact with CLIENT through teleconference meetings. The Scope of Work includes one teleconference with CLIENT regarding each of the three procurement packages.

Deliverables:

- Review Meetings via Teleconference (three meetings)
- Meeting Notes

### **1.1.4 Weekly Coordination Meetings**

Due to complexity of this project and importance of schedule, CONSULTANT will hold weekly internal coordination meetings. These will be held during the design stage, and used to coordinate work, schedule and submittals.

Deliverables:

- Internal coordination meetings

## **Task 1.2 Project Kick-Off**

The project kick-off meeting was held prior to this scope and information was provided to scope this project. There will not be an additional kick-off meeting after the notice-to-proceed.

## **Task 1.3 Survey and Geotech**

A Survey and Geotech Report will need to be prepared by Others prior to detailed design for use in the foundation, grounding, and grading design. A bid specification will be prepared by CONSULTANT and provided to CLIENT to procure a survey and geotechnical company to provide these documents.

### **1.3.1 Survey**

CONSULTANT will provide a technical specification and limits sketch to CLIENT for procurement of a licensed surveyor to survey the substation and distribution area for use in design. The survey will include topographic as well as below grade obstacles. CLIENT will procure survey company and provide survey to CONSULTANT for their use.

Deliverables:

- Survey Specification
- Limits Sketch

### **1.3.2 Geotech**

CONSULTANT will provide a technical specification and boring location sketch to CLIENT for procurement of a geotechnical firm to provide soil boring report including soil resistivity measurements in the substation and distribution area for use in design. CLIENT will procure geotechnical company and provide Geotech report to CONSULTANT for their use.

Deliverables:

- Geotech Specification
- Boring Location Sketch

## Phase 2 Transformer Specifications/Procurement Package

### General

This Phase will commence after the notice-to-proceed has been received and will coincide with Phases 3 and 4. CONSULTANT will prepare technical specifications and procurement documents required for bidding and construction of one 34.5-12.47 kV 20 MVA LTC transformer. EJCDC front-end documents will be used for procurement of the transformers.

### Task 2.1 Procurement Specifications

The objective of this task is to develop the technical and administrative specifications for use in procuring new transformers. The transformer will be 34.5-12.47 kV 20 MVA transformers with LTC. The Western Avenue Substation Transformer specification will be used as a basis for this development.

#### Deliverables:

- Transformer Technical Specification
- EJCDC Procurement Documents

### Task 2.2 Bidding Services

CONSULTANT will provide procurement bidding documents to CLIENT. The CLIENT will solicit bids from qualified transformer manufactures. CONSULTANT services for this task include issuing addenda, answering bidder questions, review and evaluation of bids received, and recommendation of award.

#### Deliverables:

- Issue Addenda
- Recommendation for Award of Transformer Contract
- Conformed Contract

### Task 2.3 Shop Drawing Review

CONSULTANT will review requested vendor submittals and stamp as “Reviewed,” “Reviewed as Noted,” “Resubmit,” or “For Information Only.” Task includes CONSULTANT’s single review of one full set of Transformer Shop Drawings.

#### Deliverables:

- Transformer Shop Drawing Review

### Task 2.4 Factory Witness Testing

CONSULTANT will attend the transformer factory testing of the transformer for the new Kautz Road Substation with CLIENT to witness the testing.

#### Deliverables:

- Witness Testing at Manufacturer’s Facility (1 Week Duration)

## Phase 3 Control Building Specifications/Procurement Package

Phase 3 will commence after the notice-to-proceed has been received, and will coincide with Phases 2 and 4. Technical specifications and shop drawings review will be provided. EJCDC front-end documents will also be provided by CONSULTANT. The following tasks include technical specifications, shop drawing review, and EJCDC front-end documents for the control buildings at Kautz Road Substation and Business Park Substation.

### Task 3.1 Procurement Specifications

The objective of this task is to develop the technical and administrative specifications for use in procuring two new metal prefabricated/prewired control buildings with switchgear, RTU, HVAC, and ac and dc systems. Source connection to switchgear will be via underground feed. Feeder exits will be via conduits from below. A one-line, building layout and switchgear elevation will be provided with the specifications for bidding purposes.

#### Deliverables:

- Prefabricated/Prewired Control Building Technical Specifications
- EJCDC Procurement Documents
- One-Line, Building Layout, and Switchgear Elevation

### **Task 3.2 Bidding Services**

CONSULTANT will provide construction bidding documents to CLIENT. The CLIENT will solicit bids from qualified control building manufactures. CONSULTANT services for this task include issuing addenda, answering bidder questions, review and evaluation of bids received, and recommendation of award.

#### Deliverables:

- Issue Addenda
- Recommendation for Award of Construction Contract
- Conformed Contract

### **Task 3.3 Shop Drawing Review**

CONSULTANT will review requested vendor and contractor submittals and stamp as “Reviewed,” “Reviewed as Noted,” “Resubmit,” or “For Information Only.” Task includes CONSULTANT’s single review of one full set of Prefab/Prewired Control Building Shop Drawings.

#### Deliverables:

- Prefab/Prewired Control Building Shop Drawing Review

## **Phase 4 Substation Package Specifications/Procurement Package**

Phase 4 will commence after the notice-to-proceed has been received and will coincide with Phases 2 and 3. Technical specifications and shop drawings review will be provided. EJCDC front-end documents will also be provided by CONSULTANT.

### **Task 4.1 Substation Package Specifications**

The objective of this task is to develop the technical and administrative specifications for use in procuring substation steel, bus, and fittings. Circuit switchers and VTs will also be part of this package. A one-line, plan drawing, and elevation drawing of substation will be provided with the specification for use in bidding.

#### Deliverables:

- Steel Technical Specification
- Equipment Technical Specification
- Materials Technical Specification
- EJCDC Procurement Documents
- One-Line Diagram
- Plan and Elevation Drawings

### **Task 4.2 Bidding Services**

CONSULTANT will provide construction bidding documents to CLIENT. CLIENT will solicit bids from qualified package contractors. CONSULTANT services for this task include issuing addenda, answering bidder questions, review and evaluation of bids received, and recommendation of award.

#### Deliverables:

- Issue Addenda
- Recommendation for Award of Package Contract
- Conformed Contract

### **Task 4.3 Shop Drawing Review**

CONSULTANT will review requested vendor and contractor submittals and stamp as “Reviewed,” “Reviewed as Noted,” “Resubmit,” or “For Information Only.” Task includes CONSULTANT’s single review of one full set of Steel Computations and Shop Drawings and one full set of Equipment and Material Shop Drawings.

#### Deliverables:

- Steel Computations and Shop Drawing Review
- Equipment and Material Shop Drawing Review

## **Phase 5 Substation/Transmission Design/Specifications/Construction Package**

Phase 5 will commence after Phases 2, 3, and 4. A site location will also need to be selected by CLIENT. Technical specifications and shop drawings review will be provided. EJCDC front-end documents will also be provided by CONSULTANT.

### **Task 5.1 Substation/Transmission Line Construction Specifications**

The objective of this task is to develop the technical and administrative specifications for use in constructing the substation and 34.5 kV transmission line. This would include civil, structural, and electrical design. Drawings provided from the vendors, as well as additional design drawings to aid in construction will be part of the construction documents. This would also involve coordination with ComEd. Additional items that would be required during this phase would be testing specification. Technical specification to procure these services would be provided by CONSULTANT to CLIENT to procure an independent testing firm to test contractor's work.

#### Deliverables:

- Foundation Technical Specification
- Grading Technical Specification
- Construction Technical Specification
- EJCDC Contract Documents
- Vendor Drawing
- Design Drawings
- Testing and Commissioning Specification
- Relay Settings
- SWPPP Plan

### **Task 5.2 Bidding Services**

CONSULTANT will provide construction bidding documents to CLIENT. CLIENT will solicit bids from qualified construction contractors. CONSULTANT services for this task include attending a prebid meeting, issuing addenda, answering bidder questions, review and evaluation of bids received, and recommendation of award.

#### Deliverables:

- Attend Prebid Meeting
- Issue Addenda
- Recommendation for Award of Construction Contract
- Conformed Contract

### **Task 5.3 Shop Drawing Review**

CONSULTANT will review requested contractor submittals and stamp as "Reviewed," "Reviewed as Noted," "Resubmit," or "For Information Only." Task includes CONSULTANT's single review of one full set of Material Shop Drawings.

#### Deliverables:

- Material Shop Drawing Review

## **Phase 6 Distribution Design/Specifications/Construction Package**

Phase 6 will commence after receipt of geotechnical and survey data procured in Phase 1. Technical specifications and shop drawings review will be provided. EJCDC front-end documents will also be provided by CONSULTANT.

### **Task 6.1 Distribution Construction Design Drawings and Specifications**

The objective of this task is to develop the design plan and profile drawings, detail drawings and technical and administrative specifications for use in constructing the new distribution duct bank in the new SE Development and the duct bank that will tie the existing Business Park substation to the SE Development. This would include civil, structural, and electrical design. Drawings provided from the vendors, as well as additional design drawings to aid in construction will be part of the construction documents. Specifications to procure these services would be provided by CONSULTANT after a site has been selected by CLIENT.

Deliverables:

- Duct Bank Technical Specification
- Grading Technical Specification
- Construction Technical Specification
- EJCDC Contract Documents
- Vendor Drawing
- Design Drawings
- SWPPP Plan

**Task 6.2 Bidding Services**

CONSULTANT will provide construction bidding documents to CLIENT. CLIENT will solicit bids from qualified construction contractors. CONSULTANT services for this task include attending a prebid meeting, issuing addenda, answering bidder questions, review and evaluation of bids received, and recommendation of award.

Deliverables:

- Attending Prebid Meeting
- Issue Addenda
- Recommendation for Award of Construction Contract
- Conformed Contract

**Task 6.3 Shop Drawing Review**

CONSULTANT will review requested contractor submittals and stamp as “Reviewed,” “Reviewed as Noted,” “Resubmit,” or “For Information Only.” Task includes CONSULTANT’s single review of one full set of Material Shop Drawings.

Deliverables:

- Material Shop Drawing Review

**Phase 7 Construction Site Visits**

CONSULTANT’s scope of work includes one site visit each month during the approximate five-month construction process. CONSULTANT will also attend a construction kick-off meeting and perform a final walk-through inspection for both the Transmission/Substation contract and the Distribution contract.

**Task 7.1 Construction Kick-Off**

The objective of this task is to conduct a construction kick-off meeting with CLIENT and award construction contractor at CLIENT’s office for both the Transmission/Substation contract and the Distribution contract. CLIENT, CONSULTANT, and construction contractor will participate in a site visit following the meeting.

Deliverables:

- Meeting Agenda
- Meeting Notes

**Task 7.2 Monthly Inspections**

The objective of this task is to conduct monthly inspections during construction. The inspection for both construction contracts will be held on the same day. Notes of finding during inspections will be provided to CLIENT.

Deliverables:

- Monthly Inspections (Qty. 5)
- Intersection Notes

**Task 7.3 Final Walk-Through Inspection**

The objective of this task is to assist CLIENT in final on-site review of construction contractor’s work in accordance to the specification. Punchlist items will be compiled into a final report to be given to construction contractor for correction. A final walk-through will be performed for the Transmission/Substation contract, and the Distribution contract.

Deliverables:

- Meeting Notes
- Punchlist

## Phase 8 Installation Record Drawings

In this phase, CONSULTANT will create the installation record drawings for the project by incorporating changes noted on the construction drawings.

### Task 8.1 Record Drawings

The objective of this task will be to produce Installation Record Drawings for the substation and transmission portion of the project by incorporating changes noted on the construction drawings. The construction contractor will transmit one submittal of consolidated construction drawings with red-lines to indicate changes, to CONSULTANT. CONSULTANT will incorporate the changes and provide CLIENT with final record drawings in MicroStation digital format. Distribution record drawing are not part of this scope and CLIENT will perform record drawings function on the distribution system.

#### Deliverables:

- Substation Installation Record Drawings
- Transmission Installation Record Drawings

## Schedule

Engineering for this project will commence upon receipt of a fully executed agreement and is assumed to be completed by March 31<sup>st</sup>, 2020.

Phases 2 through 4 could be all completed concurrently as stated above, or could be staggered to assist with funding. One item to note on the schedule of the Phases 2 through 5 is the lead time for the items that are being procured. Current estimated lead times are:

Equipment	Lead Time
Transformer	18-22 Weeks
Switchgear	28-32 Weeks
Steel	10-14 Weeks
Circuit Switcher	16-18 Weeks
VT	8-10 Weeks

It is recommended, however, that Phase 4 and Phase 5 be separated. It has been our experience, in the past, that steel procurement not be completed by the construction contractor. With the steel in a separate contract, it is advantageous to have the vendor that is providing the steel also provide the equipment, as it aids in coordination between these items being the responsibility of one entity.

## Deliverable Format and Distribution

Submittal of the design package deliverables, as listed above, will be made as outlined. All submittals shall be concurrently submitted via email in electronic format as PDF files, plus paper submittals in accordance with the following table:

Phase	Deliverables	Number of Sets
Preliminary Design	Electronic via Email or FTA Site	1
Bidding Documents	Electronic via Email or FTA Site	1
Conformed Documents	Documents: 8-1/2" x 11" Drawings: 11" x 17" Drawings: Full Size, Stamped Electronic via Email or FTA Site	2* 2* 2* 1
General Correspondence	Electronic via Email and PDF	Distribution, as appropriate
<b>Notes:</b> *Two hard copy sets of conformed documents consists of one set for CLIENT and one set for vendor/manufacturer.		

Documents	Format	Method of Transmittal
General Correspondence	PDF	Email
Specifications	Microsoft Word (PDF)	Email or via FTA Site
Review Drawings	PDF	Email or via FTA Site
Issued for Bidding (IFB) Drawings, PE Sealed**	Scanned PDF***	FTA Site
Record Drawings	PDF and MicroStation	FTA Site
<b>Notes:</b> **Issued for Bid Documents will be sealed by a Professional Engineer registered in the State of Illinois with signature and date. ***The physically stamped drawing will be scanned to electronic format and issued as an Adobe PDF file for record. MicroStation format drawings will not contain signatures.		

### Work Not Included in Proposal

Work not specifically listed in Exhibit 1 is not included in the proposal provided by CONSULTANT. Specific exclusions of this proposal are as follows:

- System Fault Data (provided by CLIENT)
- Switchgear Schematics and Wiring Diagrams (by Switchgear/Control Building Vendor)
- Configuration Programming for RTU, Time Sync Clock, or Remote SCADA Control
- Detailed Steel Design and Bill of Material (by Substation Packager)
- Permitting Assistance
- Testing and Commissioning
- Procurement of Material and Equipment
- Design at Remote Ends

### Additional Services

CONSULTANT can, at CLIENT's request, provide assistance in items stated in the "Work Not Included in Proposal" section above. Additional services authorized in writing by CLIENT and accepted by CONSULTANT will be compensated as mutually-agreed upon.

**General**

Based on the services identified in Exhibit 1 – Scope of Services, Phases 1 through 8, the CONSULTANT will provide professional services on an Hourly Fee and Expense basis with a not-to-exceed fee of Five Hundred Eighty-Two Thousand Four Hundred Ten Dollars (\$582,410).

Invoices will be submitted monthly for time and expenses incurred during the month.

**Fee Breakdown**

Attached to Exhibit 2 are the following:

- Exhibit 2-1 Work Breakdown Structure Spreadsheet for Labor and Expenses
- Exhibit 2-2 Current Schedule of Hourly Fees and Charges (Form BC\_CB 18-19)

Exhibit 2-1 Work Breakdown Structure for Labor and Expenses

City of Geneva  
SE Development Substation  
and Distribution  
Engineering Services Estimate

Stanley Consultants Inc.

Prepared: 07/12/18

Activity - Task Description	B Schoer/J Sovers	Steve Smith	Philip Schulz	Grant Askren	Philip Schulz	Eric Cole/Tyler	Tyler/Brian	Jasone Varone	Barb Veal	Cathy Weikel	John Kremer	Bill Robb	Ben Goodnight	Mandy Hoag	Darla	TOTAL HRS	LOADED LABOR	TASK EXPENSES
	20	19	14	12	14	10	12	14	12	12	17	12	9	7	4			
	\$256	\$243	\$180	\$158	\$180	\$130	\$158	\$180	\$158	\$158	\$217	\$158	\$120	\$101	\$70			
<b>Phase 1.0 PreDesing Activities</b>																		
Task 1.1- General and Administration																0		\$0.00
Task 1.1.1- Scheduling			16													16		\$2,878.72
Task 1.1.2 - Status Reporting			16													16		\$2,878.72
Task 1.1.3 - Review Meetings			9	9		9	9									36		\$5,634.72
Task 1.1.4 - Internal Meetings			30	20		20	20	20	20			20	20			170		\$26,634.40
Task 1.3.1 - Survey Scope			8			10	5							4		27		\$3,933.28
Task 1.3.2- Geotech Scope		2	8	4	1	4	1	6						4		30		\$4,899.44
Phase 1 Subtotal	0	2	87	33	1	43	35	26	20	0	0	20	20	8	0	295	\$46,859.28	\$750.00
<b>Phase 2.0 Transformer Specification/Procurement</b>																		
Task 2.1 - Procurement Specification	2		2	20	2									8		34		\$5,200.00
Task 2.2 - Bidding Services			2	10										8	2	22		\$2,887.04
Task 2.3 - Shop Drawing Review			2	16											2	20		\$3,028.48
Task 2.4 - Factory Witness Testing			40													40		\$7,196.80
Phase 2 Subtotal	2	0	46	46	2	0	0	0	0	0	0	0	0	16	4	116	\$18,312.32	\$5,198.20
<b>Phase 3.0 Control Building Specification/Procurement</b>																		
Task 3.1 - Procurement Specification	4	4	10	60	20			8						12		158		\$24,313.12
Task 3.2 - Bidding Services			4	10										8	2	24		\$3,246.88
Task 3.3 - Shop Drawing Review			4	60				2							6	72		\$10,982.40
Phase 3 Subtotal	4	4	18	130	20	0	0	10	0	0	0	0	40	20	8	254	\$38,542.40	\$50.00
<b>Phase 4.0 Substation Package Spec/Procurement</b>																		
Task 4.1 - Procurement Specification	4	8	10	60	16			16				60	60	8		242		\$37,479.52
Task 4.2 - Bidding Services			4	10											2	16		\$2,439.84
Task 4.3 - Shop Drawing Review			4	30				16							6	56		\$8,758.88
Phase 4 Subtotal	4	8	18	100	16	0	0	32	0	0	0	60	60	8	8	314	\$48,678.24	\$50.00
<b>Phase 5.0 Sub/T-line Design/Construction Package</b>																		
Task 5.1 - Design Drawings and Specification	8	12	10	76	20			40	120	25			100	8		419		\$65,264.16
Task 5.2 - Bidding Services			16	20				4							2	42		\$6,899.36
Task 5.3 - Shop Drawing Review	2			50	16										8	76		\$11,851.84
Task 5.4 - Relay Settings				160	30											190		\$30,690.40
Task 5.5 - SWPPP									40	10						50		\$7,904.00
Phase 5 Subtotal	10	12	26	306	66	0	0	44	160	35	0	0	100	8	10	777	\$122,609.76	\$477.00
<b>Phase 6.0 Distribution Design/Spec/Const. Package</b>																		
Task 6.1 - Design Drawings and Specification	8	8				796	194	30						16		1801		\$234,733.20
Task 6.2 - Bidding Services			16			20	4						749		2	42		\$6,250.40
Task 6.3 - Shop Drawing Review	2					20	4								4	30		\$4,022.72
Task 6.4 - SWPPP									40	10						50		\$7,904.00
Phase 6 Subtotal	10	8	16	0	0	836	202	30	40	10	0	0	749	16	6	1923	\$252,910.32	\$627.00
<b>Phase 7.0 Construction Site Visits</b>																		
Task 7.1 - Construction Kickoff Meeting			10	10		10										30		\$4,680.00
Task 7.2 - Monthly Inspections			50	50		50										150		\$23,400.00
Task 7.3 - Final Walkthrough Inspection			10	10		10										30		\$4,680.00
Phase 7 Subtotal	0	0	70	70	0	70	0	0	0	0	0	0	0	0	0	210	\$32,760.00	\$2,149.00
<b>Phase 8.0 Installation Record Drawings</b>																		
Task 8.1 - Record Drawings				40		1										81		\$11,237.20
Phase 8 Subtotal	0	0	0	40	0	1	0	0	0	0	0	0	40	0	0	81	\$11,237.20	\$1,200.00
	\$0.00	\$0.00	\$0.00	\$6,323.20	\$0.00	\$130.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,784.00	\$0.00	\$0.00	81	\$11,237.20	\$1,200.00
<b>Total Hours</b>	<b>30</b>	<b>34</b>	<b>281</b>	<b>725</b>	<b>105</b>	<b>950</b>	<b>237</b>	<b>142</b>	<b>220</b>	<b>45</b>	<b>0</b>	<b>0</b>	<b>80</b>	<b>1009</b>	<b>76</b>	<b>3,970</b>	<b>\$571,909.52</b>	<b>\$10,501.20</b>

Rates shown are average rates for the project duration including escalation. Current rates in effect are found on the attached rate sheet.

Total Labor Cost \$571,909.52  
 Total Expenses \$10,501.20  
**Total Not-to Exceed \$582,410.72**



# Stanley Consultants

## HOURLY FEES AND CHARGES

### Fiscal Year 2018-2019

- I. Compensation for office-based personnel in the United States for time in the performance of the work shall be in accordance with the following Hourly Fees:

Classification	Hourly Fee	Classification	Hourly Fee	Classification	Hourly Fee
BC-1	38.00	BC-11	137.00	BC-21	261.00
BC-2	49.00	BC-12	152.00	BC-22	275.00
BC-3	58.00	BC-13	161.00	BC-23	290.00
BC-4	67.00	BC-14	173.00	BC-24	306.00
BC-5	78.00	BC-15	185.00	BC-25	322.00
BC-6	87.00	BC-16	199.00	BC-26	349.00
BC-7	97.00	BC-17	209.00	BC-27	416.00
BC-8	106.00	BC-18	221.00	BC-28	568.00
BC-9	115.00	BC-19	234.00		
BC-10	125.00	BC-20	246.00		

Travel time in the interest of the work and away from the assigned office, either local or intercity, will be charged in accordance with the foregoing schedule.

- II. Compensation for items of expense and other charges incurred in connection with the performance of the work shall be in accordance with the following schedule:

Automobile	\$0.62/mile
Automobile Assigned to Project Site	\$48.00/cal. day
Four-Wheel Drive Vehicles	\$0.78/mile
Four-Wheel Drive Vehicles Assigned to Project Site	\$59.00/cal. day
Ground Transportation (rental car, taxi, etc.)	At Cost Plus 10%
Air Travel (commercial and charter)	At Cost Plus 10%
Living Expenses (away from assigned office)	At Cost Plus 10%
Telephone and Facsimile	At Cost Plus 10%
Equipment Rental	At Cost Plus 10%
Laboratory Work	At Cost Plus 10%
Soils Testing and Analysis	At Cost Plus 10%
Outside Photographic Work	At Cost Plus 10%
Duplicating Work	(schedule supplied upon request)
Technical Testing and Surveying Equipment	(schedule supplied upon request)

- III. Compensation for purchases, items of expense, and other charges not scheduled above, incurred in connection with the performance of the work, shall be at cost plus 10%.
- IV. Interest at the rate of 1½% per month will be charged on invoices not paid within 30 days.
- V. Rates and charges are subject to revision on or after March 30, 2019.

## 78 REPRESENTATIVE POSITIONS

<b>Classification</b>	<b>Position Title</b>
BC 25 – 28	Officers Senior Officers Principal Engineer
BC 15 – 25	Project Principal Senior Project Manager Senior Construction Manager Chief Engineer
BC 13 – 22	Principal/Scientist/Planner Construction Services Manager Chief Architect/Scientist/Planner
BC 11 – 21	Project Manager Senior Resident Project Representative Principal Architect/Scientist/Planner
BC 9 – 22	Senior Engineer/Architect/Scientist/Planner Design Manager
BC 9 – 16	Resident Project Representative Survey Manager Principal Designer
BC 8 – 12	3D Modeling/Visualization
BC 6 – 15	Senior Construction Observer Engineer/Architect/Scientist/Planner Senior Designer
BC 5 – 14	Engineering Intern Senior Survey Crew Chief Designer
BC 4 – 13	Associate Designer Construction Observer Senior Technician Survey Crew Chief
BC 3 – 9	Survey Instrument Person Senior Administrative Assistant Technician
BC 1 – 5	Aide Associate Technician Administrative Assistant

## 1. CLIENT'S RESPONSIBILITIES

1.1 Name CLIENT's representative with authority to receive information and transmit instructions for CLIENT.

1.2 Provide CLIENT's requirements for project, including objectives and constraints, design and construction standards, bonding and insurance requirements, and contract forms.

1.3 Provide available information pertinent to project upon which CONSULTANT may rely.

1.4 Arrange for access by CONSULTANT upon public and private property, as required.

1.5 Examine documents presented by CONSULTANT, obtain legal and other advice as CLIENT deems appropriate, and render written decisions within reasonable time.

1.6 Obtain consents, approvals, licenses, and permits necessary for project.

1.7 Advertise for and open bids when scheduled.

1.8 Provide services necessary for project but not within scope of CONSULTANT's services.

1.9 Indemnify CONSULTANT, its employees, agents, and consultants against claims arising out of CONSULTANT's design, if there has been a deviation from the design beyond the CONSULTANT's control or failure to follow CONSULTANT's recommendation and such deviation or failure caused the claims.

1.10 Promptly notify CONSULTANT when CLIENT learns of contractor error or any development that affects scope or timing of CONSULTANT's services.

1.11 Nothing in this agreement shall create a fiduciary duty between the parties.

## 2. PERIOD OF SERVICE

2.1 CONSULTANT is not responsible for delays due to factors beyond its control.

2.2 If CLIENT requests changes in project, compensation for and time of performance of CONSULTANT's services shall be adjusted appropriately.

## 3. CONSTRUCTION COST AND COST ESTIMATES

3.1 **Construction Cost.** Construction cost means total cost of entire project to CLIENT, except for CONSULTANT's compensation and expenses, cost of land, rights-of-way, legal and accounting services, insurance, financing charges, and other costs which

are CLIENT's responsibility as provided in this Agreement.

3.2 **Cost Estimates.** Since CONSULTANT has no control over cost of labor, materials, equipment or services furnished by others, over contractors' methods of determining prices, or over competitive bidding or market conditions, its estimates of project construction cost will be made on the basis of its employees' experience and qualifications and will represent their best judgment as experienced and qualified professionals, familiar with the construction industry. CONSULTANT does not guarantee that proposals, bids, or actual construction cost will not vary from its estimates of project cost.

## 4. GENERAL

### 4.1 Termination.

4.1.1 Either party may terminate their obligation to provide further services upon twenty (20) days' written notice, after substantial default by other party through no fault of terminating party.

4.1.2 CLIENT may terminate CONSULTANT's obligation to provide further services upon twenty (20) days' written notice if project is abandoned. In such event, progress payments due to CONSULTANT for services rendered plus unpaid reimbursable to expenses, shall constitute total compensation due.

### 4.2 Reuse of Documents.

4.2.1 All tangible items prepared by CONSULTANT are instruments of service, and CONSULTANT retains all copyrights. CLIENT may retain copies for reference, but reuse on another project without CONSULTANT's written consent is prohibited. CLIENT will indemnify CONSULTANT, its employees, agents, and consultants against claims resulting from such prohibited reuse. Said items are not intended to be suitable for completion of this project by others.

4.2.2 Submittal or distribution of items in connection with project is not publication in derogation of CONSULTANT's rights.

4.2.3 **Confidentiality.** Each party acknowledges that in connection with this Agreement it may receive certain confidential or proprietary technical and business information and materials of the other party ("Confidential Information"). Each party, its agents and employees shall hold and maintain in strict confidence all Confidential Information, shall not disclose Confidential Information to any third party, and shall not use any Confidential Information except as may be necessary to perform its obligations under the agreement except as may be required by a court or governmental authority. CLIENT and CONSULTANT shall keep all information and communications related

to the project confidential in the same manner each party protects its own confidential information, to the extent that it is marked "proprietary" or "confidential" or with a similar label or which by the nature of the information generally would be regarded as proprietary or confidential. This clause shall not apply to information that is previously known by either party, lawfully becomes public knowledge, or is required to be disclosed by law or a court order.

#### 4.3 **Payment.**

4.3.1 CONSULTANT shall submit a monthly statement for services rendered and reimbursable expenses incurred. CLIENT shall make prompt monthly payments.

4.3.2 If CLIENT fails to make payment within thirty (30) days after receipt of statement, interest at maximum legal rate or at a rate of 18%, whichever is less, shall accrue; and, in addition, CONSULTANT may, after giving seven (7) days' written notice, suspend services until it has been paid in full all amounts due it.

4.3.3 CLIENT has provided or shall provide for payment from one or more lawful sources of all sums to be paid to CONSULTANT.

4.3.4 CONSULTANT's compensation shall not be reduced on account of any amounts withheld from payments to contractors.

4.3.5 If services performed by CONSULTANT are subject to state or local sales taxes, said taxes will be reflected in the invoices and remitted according to state law. If CLIENT claims a status that would make the transaction exempt, then CLIENT shall provide appropriate proof of exempt status to CONSULTANT.

4.4 **Controlling Law.** Agreement shall be governed by Illinois law, excluding its choice of law rules.

#### 4.5 **Successors and Assigns.**

4.5.1 The parties bind themselves, their successors, and legal representatives to the other party and to successors and legal representatives of such other party, in respect to all covenants and obligations of this Agreement.

4.5.2 Neither party shall assign, sublet, or transfer any interest in this Agreement without written consent of the other, provided CONSULTANT may employ such independent consultants, associates, and subcontractors as it may deem appropriate.

4.5.3 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the parties.

4.6 **CONSULTANT's Accounting Records.** Records of CONSULTANT's personnel time, reimbursable expenses, and accounts between parties shall be kept on a generally-recognized accounting basis.

4.7 **Separate Provisions.** If any provisions of this Agreement shall be held to be invalid or unenforceable, remaining provisions shall be valid and binding.

4.8 **Waiver.** No waiver shall constitute a waiver of any subsequent breach.

#### 4.9 **Warranty.**

4.9.1 CONSULTANT shall use reasonable care to reflect requirements of all applicable laws, rules, or regulations of which CONSULTANT has knowledge or about which CLIENT specifically advises in writing, which are in effect on date of Agreement. CONSULTANT INTENDS TO RENDER SERVICES IN ACCORDANCE WITH GENERALLY ACCEPTED PROFESSIONAL STANDARDS, BUT NO OTHER WARRANTY IS EXTENDED, EITHER EXPRESS OR IMPLIED, IN CONNECTION WITH SUCH SERVICES. CLIENT's rights and remedies in this Agreement are exclusive.

4.9.2 CONSULTANT shall not be responsible for contractors' construction means, methods, techniques, sequences, or procedures, or for contractors' safety precautions and programs, or for contractors' failure to perform according to contract documents.

4.9.3 The CONSULTANT believes that any computer software provided under this Agreement is suitable for the intended purpose, however, it does not warrant the suitability, merchantability, or fitness for a particular purpose of this software.

4.9.4 Subject to the standard of care set forth in Paragraph 4.9.1, CONSULTANT and its Subconsultants may use or rely upon design elements, work, and information ordinarily or customarily furnished by others, including, but not limited to, CLIENT or his authorized representatives, public record, specialty contractors, manufacturers, suppliers, and publishers of technical standards.

4.10 **Period of Repose.** Any applicable statute of limitations or repose shall commence to run and any alleged cause of action shall be deemed to have accrued not later than completion of services to be performed by CONSULTANT.

4.11 **Indemnification.** To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CLIENT, CLIENT's officers, directors, partners, employees, and agents from and against any and all third party claims for bodily injury and for damage to tangible property to the extent caused by the negligent acts or omissions of CONSULTANT or

CONSULTANT's officers, directors, partners, employees, agents, and CONSULTANT's consultants in the performance and furnishing of CONSULTANT's services under this Agreement. Any indemnification shall be limited to the terms and amounts of coverage of the CONSULTANT's insurance policies listed in 4.14.

To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONSULTANT, CONSULTANT's officers, directors, partners, employees, and agents and CONSULTANT's consultants from and against any and all third party claims for bodily injury and for damage to tangible property to the extent caused by the negligent acts or omissions of CLIENT or CLIENT's officers, directors, partners, employees, agents, and CLIENT's consultants with respect to this Agreement on the Project. In addition to the indemnity provided under this section, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONSULTANT and its officers, directors, partners, employees, and agents and CONSULTANT's consultants from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of, or relating to the presence, discharge, release, or escape of asbestos, PCBs, petroleum, hazardous waste, or radioactive material at, on, under, or from the Project site.

**4.12 Limitation of Liability.** IN NO EVENT SHALL CONSULTANT BE LIABLE TO CLIENT FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT. CONSULTANT SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INDIRECT DAMAGES THAT ARISE OUT OF ITS PERFORMANCE ON THIS PROJECT.

**4.13 Extent of Agreement.** This Agreement represents the entire agreement between the parties and may be amended only by written instrument signed by both parties.

**4.14 INSURANCE.** CONSULTANT shall purchase and maintain insurance for the coverages and for not less than the limits of liability set forth below:

(a) **Workers' Compensation:** workers' compensation insurance as required by the laws of the states or countries with jurisdiction of the services to be performed, including employer's liability insurance, with a limit of \$1,000,000 per accident.

(b) **Commercial General Liability:** commercial general liability, including coverage for all premises, operations, operations of independent contractors, products and completed operations, and contractual

liability. Coverage shall have limits of not less than \$1,000,000 for each occurrence and aggregate.

(c) **Commercial Automobile Liability:** commercial automobile liability covering the use of all owned, non-owned, and hired automobiles with minimum combined single limits of \$1,000,000.

(d) **Professional Liability:** professional liability insurance for claims arising out of performance of professional services caused by any negligent error, omission, or act for which the insured is legally liable, with a minimum limit of \$1,000,000, to be kept in force for two (2) years after completion of project.

CONSULTANT shall provide certificates or other evidence from insurance carriers of the required insurance coverages, if requested by CLIENT in writing within 30 days of start of performance. All insurance except workers' compensation and professional liability shall designate CLIENT as additional insured.

**4.15 Subrogation Waiver.** The parties waive all rights against each other, and against contractors, consultants, agents, and employees of the other for damages covered by any property insurance during construction, and each shall require similar waivers from their contractors, consultants, and agents.

**4.16 Force Majeure.** Parties will not be liable for delays in delivery or for failure to perform obligations, other than payment, due to causes beyond their reasonable control, including, but not limited to, product allocations, material shortages, labor disputes, transportation delays, unforeseen circumstances, acts of God, acts or omissions of other parties, acts or omissions of civil or military authorities, government priorities, fire, strikes, floods, epidemics, quarantine restrictions, riots, terrorists acts, or war. CONSULTANT's time for delivery or performance will be automatically extended by the period of such delay or CONSULTANT may, at its option, cancel any services, in whole or in part, without liability by giving notice to CLIENT.

**4.17 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE.** When applicable, the CONSULTANT and SUBCONSULTANT shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a), 60-741.5(a) and Appendix A of Subpart A of 29 CFR 471. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime CONSULTANTS and SUBCONSULTANTS take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.



**PUBLIC WORKS DEPARTMENT**  
**MEMORANDUM**

July 23, 2018

**Memo To:** Mayor Burns, Committee of the Whole

**From:** Hal Wright, Superintendent of Electrical Services

**Re:** Recommendation for approval of a Professional Services Agreement with Stanley Consultants for the design of Southeast (SE) Development Substation and Distribution Feeders and to Terminate the June 15, 2015 Professional Services Agreement with Stanley Consultants for the SE Development Substation

On June 15, 2015, the City of Geneva entered into a contract with Stanley Consultants for design service for the proposed SE Development Substation. Work has continued as needed on the design since that time.

The current Professional Services Agreement does not provide for design of electric distribution feeders, modifications to the Geneva Business Park Substation, nor the required tie lines to other existing substations.

Staff has negotiated an updated Professional Services agreement with a new scope of services to encompass the design of the Southeast Development feeders and tie lines, substation and switchgear to be located on Kautz Rd (Kautz Rd Substation) and switchgear and tie lines from the existing Geneva Business Park Substation.

Stanley Consultants has handled projects similar to this in the past for the City of Geneva. The work has always been satisfactory and staff has full confidence in the ability of Stanley Consultants.

Upon award of this Professional Service Agreement, the existing agreement dated 06/15/2015 will be canceled.

**Staff Recommendation:**

It is staff's recommendation to award a Professional Service Agreement to Stanley Consultants for the design of "Southeast (SE) Development Substation and Distribution Feeders" in an amount not-to-exceed \$582,410.00 and to Terminate the June 15, 2015 Professional Services Agreement with Stanley Consultants for the "SE Development Substation"

Cc: Stephanie Dawkins, City Administrator  
Rich Babica, Director of Public Works  
Aaron Holton, Manager of Electric Operations  
Jennifer Hilkemann, Manager of Distribution Construction & Maintenance  
Kirk Landberg, Purchasing & Inventory Coordinator



## AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	Consider approval of Resolution 2018-72 approving a four-year collective bargaining agreement between the City of Geneva and the International Brotherhood of Electrical Workers- Streets/Fleet Division (IBEW) Local 196.		
Presenter & Title:	Lisa Bahry, Human Resources Generalist		
Date:	August 6, 2018		
<b>Please Check Appropriate Box:</b>			
<input 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 -
Estimated Cost: \$	Budgeted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Other Funding? <input type="checkbox"/> Yes <input type="checkbox"/> No	
<i>If "Other Funding," please explain how the item will be funded:</i>			
<b>Executive Summary:</b>			
Attached is the proposed successor Collective Bargaining Agreement (CBA) between the City of Geneva and the International Brotherhood of Electrical Workers, Local 196, Streets/Fleet Division, as tentatively agreed upon by union representatives and the management bargaining team. Union members have ratified the proposed contract. The CBA is a four year (4) successor agreement with the following wage proposals:			
	FY 2018-2019	2.25%	
	FY 2019-2020	2.5%	
	FY 2020-2021	2.5%	
	FY 2021-2022	2.75%	
In addition to the wage proposal there were other minor language changes to various sections of the contract, most of which do not have an economic impact. The changes that have an economic impact are Article X, Section 1, increases the clothing allowance from \$300.00 to \$400.00 per year; and Article V, Section 2 - Schedule Changes which allows the City to establish schedule changes with a 48 hour notice for various festivals, saving possible overtime related costs.			
Upon Council's formal vote of approval all terms of the contract are effective retroactive to May 1, 2018.			
<b>Attachments:</b> <i>(please list)</i>			
<ul style="list-style-type: none"> <li>• Resolution No. 2018-72</li> <li>• CBA between the City of Geneva and IBEW, Local 196</li> </ul>			
<b>Voting Requirements:</b>			
<i>This motion requires 6 affirmative votes for passage.</i>			
<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 votes; 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>			
<b>Recommendation / Suggested Action:</b> <i>(how item should be listed on agenda)</i>			
Recommend Approval of Resolution No. 2018-72 Approving the Collective Bargaining Agreement between the City of Geneva and the International Brotherhood of Electrical Workers, Streets/Fleets Division, Local 196.			

**RESOLUTION NO. 2018-72**

**RESOLUTION APPROVING THE FOUR-YEAR COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF GENEVA AND THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS STREETS/FLEET DIVISION, LOCAL 196.**

---

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

**SECTION 1:** That union representatives and the City management team have negotiated a collective bargaining agreement (CBA) between the City of Geneva and the International Brotherhood of Electrical Workers, Local 196 regarding the wages, terms and conditions of employment for certain employees in the Public Works Department Street and Fleet Division.

**SECTION 2:** That said CBA shall be effective from May 1, 2018 to April 30, 2022.

**SECTION 3:** 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 \_\_\_\_\_, 2018.

**AYES: \_\_ NAYS: \_\_ ABSENT: \_\_ ABSTAINING: \_\_ HOLDING OFFICE: \_\_**

Approved by me this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



**The City of Geneva  
Streets/Fleet**

**And**

**Local Union 196  
International Brotherhood of Electrical  
Workers**



**5-1-2018 – 4-30-2022**

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## **AGREEMENT**

This agreement is entered into this \_\_\_\_\_ of July, 2018, by and between the City Council of the City of Geneva, Illinois hereinafter called "City" or "Employer", and Local No. 196 of the International Brotherhood of Electrical Workers, AFL-CIO, hereinafter called "Union".

Inasmuch as the Employer and the Union desire to establish a standard of conditions under which the employees shall work for the Employer during the term of this Agreement and with the view of securing harmonious cooperation and for settling of any disputes without interruption of work, it is agreed as follows:

### **ARTICLE 1                      RECOGNITION**

#### **AND REPRESENTATION**

##### **Section 1 - Recognition**

The City recognizes the Union as the sole collective bargaining agent for all full-time Street Maintenance Lead Workers, Street Maintenance Workers, and Fleet Maintenance Technicians within the Public Works Department of the City of Geneva, but excluding all other employees of the City including Street Maintenance Supervisor, Fleet Maintenance Supervisor, Street Superintendent, and all other supervisory and managerial, part-time, temporary, and confidential employees as defined in the Illinois Public Labor Relations Act, 5 ILCS 315 (2012) as amended (Act).

##### **Section 2 - Union Rights**

The Union reserves the right to discipline its members for violation of its laws, rules and agreements.

##### **Section 3 - Union Representatives**

The Employer agrees to permit representatives of the IBEW Local 196 to have reasonable access to the premises of the Employer for the purpose of representing employees pursuant to the provisions of this Agreement. The internal business of the Union shall be conducted during the non-duty hours of the employee involved. The Union will not abuse this privilege, and such right of entry shall at all times be subject to general department rules applicable to non-employees.

##### **Section 4 - Union Officers**

A written list including the Union Steward and other officers and representatives shall be furnished to the Employer immediately after their designation and the Union shall notify the Employer of any changes, provided that the Union shall not designate more than one Steward.

##### **Section 5 - Time Off for Union Activities**

Any and all consultations between and among represented employees and/or the Union concerning Union business or the handling and processing of grievances shall take place in a manner which does not interfere with City operations. The Union Steward will be allowed reasonable time off during working hours without loss of pay to investigate and settle grievances provided that the Steward shall request permission from the Division Superintendent.



### **Section 6 - Non-Discrimination**

The Employer and Union agrees that there shall be no discrimination, interference, restraints or coercion by the Employer, Union or any of their agents, or servants on behalf of or against any employees because of membership in the Union. The provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination because of age, sex, marital status, race, color, creed, national origin, political affiliations or union membership.

No employee shall be discriminated against for any Union activities, or in anyway, so as to violate the letter or the spirit of this Agreement.

## **ARTICLE 2**

### **DUES DEDUCTION AND INDEMNIFICATION**

#### **Section 1 - Dues Deduction**

While this Agreement is in effect, the Employer will deduct from each employee's paychecks and forward to the Union in a manner determined by the City the regular union dues assessed by the Union for each employee in the bargaining unit who has filed with the Employer a voluntary, effective check-off authorization. If a conflict exists between the authorization form and this Article, the terms of this Article, and this Agreement, shall control.

Employees may revoke a dues check off authorization at any time upon thirty (30) calendar days' written notice to the Employer. The Employer shall advise the Union promptly upon receiving a revocation of dues check off authorization.

With respect to employees on whose behalf the City has not received written authorization as provided for herein, or who has revoked their dues check off authorization, the City shall deduct from the wages of the employees the fair share financial obligation.

If the employee has no earnings due for that period, the Union shall be responsible for collection of dues/fair share. The Union agrees to refund to the employee any amounts paid to the Union in error on account of this Dues Deduction Provision. The Union may change the fixed uniform dues formula no more than twice each year during the life of the Agreement. The Union shall give the Employer thirty (30) calendars days' notice of any such change in the uniform dues.

#### **Section 2 - Fair Share**

An employee who, after the effective date of this Agreement, has not made application for union membership shall be required to pay a fair share of the cost of the collective bargaining process and contract administration. Such fair share fee shall not exceed the uniform monthly dues paid by a member of the Union. The fair share fee shall be uniform for each employee (who is subject to the obligation to pay the fair share fee). The Union may change the fixed uniform dollar amount of the fair share fee once each calendar year during the life of this Agreement. The Union will give the City thirty (30) calendar days' notice of any change in the amount of fair share fees to be deducted.

**Section 3 - Indemnification**

The Union shall indemnify and hold harmless the Employer, their appointed and elected representatives, officers, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability that arise out of or by reason of any action taken or not taken by the Employer for the purpose of complying with the provisions of this Article, or in reliance on any written check off authorization furnished under any of the provisions of this Article.

**Section 4 - Union Duty of Fair Representation**

The Union agrees to fulfill its duty to fairly represent all employees in the bargaining unit.

**ARTICLE 3****LABOR MANAGEMENT MEETINGS****Section 1 - Meeting Request**

A meeting between the Employer and the Union may be requested by written notice given at least seven (7) days in advance specifying a desire to hold a "labor management meeting." Such meetings shall be limited to:

- 1) A discussion on the implementation and general administration of this Agreement;
- 2) A sharing of general information of interest to the parties;
- 3) A desire by the City to notify the Union of changes in non-contractual conditions of employment contemplated by the City which may affect represented employees; and/or
- 4) Safety issues.

**Section 2 - Exclusivity**

Such meeting shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be considered at "labor management meetings" nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

**Section 3 - Attendance**

The Union may designate up to two (2) bargaining unit employees to attend such meetings, unless otherwise mutually agreed upon. Such meetings shall be chaired by whichever party requested the meeting. There shall be no loss of regular straight time wages for attendance by the two (2) bargaining unit employees during the employee's regular hours of duty.

**ARTICLE 4****MANAGEMENT RIGHTS****Section 1 - Management Rights**

All functions of management in the operations of Employer shall retain the sole right and authority to direct the affairs of the Employer in all its various aspects, and the

direction of its employees which are not limited by the express language of this agreement, are exclusively vested in and retained by Employer, including but not limited to all rights and authority exercised by the Employer prior to the execution of this Agreement, except as modified in this Agreement. Such rights include, but are not limited to, the following: the right to determine the means, methods, organization and number of personnel by which operations are conducted and place of operations; to decide what work or services shall be performed by employees; to hire; to discipline or discharge non-probationary employees for just cause and employees during their probationary period without cause; to transfer, promote or relieve employees from duty because of lack of work or for other legitimate reasons; to maintain discipline, order and efficiency; the right to make and enforce reasonable work rules, regulations, safety rules and procedures; to introduce new and improved methods, materials, equipment or facilities, or change or eliminate existing methods, materials, equipment or facilities; provided this will not be used for purposes of discrimination against employee's membership in the Union; to schedule and assign work, to assign overtime; as established in the attached document; to contract out work as long as such contracting out does not directly result in layoffs or part timing of full time employees who are otherwise qualified to perform the work without additional training or the need for equipment not in the City's possession; to take necessary actions to carry out the mission of the Employer in the event of a civil emergency as may be declared by the Mayor or the Mayor's designee. It is the sole discretion of the City Mayor, or designee to determine if/when civil emergency conditions exist which may include, but not limited to, riots, civil disorders, severe weather events, or other catastrophes. It is understood that at no time shall the Employer jeopardize the health and / or safety of any employee in the event of a civil emergency.

## **ARTICLE 5**

### **HOURS OF WORK & OVERTIME**

#### **Section 1 - Workday and Workweek**

The regular work day for bargaining unit employees shall normally consist of eight (8) hours and the regular workweek shall normally be forty (40) hours in a City workweek (Sunday 12:00 a.m. to 11:59:59 p.m. Saturday). Working hours for the bargaining unit is 7:00 a.m. to 3:30 p.m. with a 30 minute unpaid meal period, Monday through Friday. Employees required to attend training or seminars will work the hours for which the actual training or seminar is scheduled, less any scheduled seminar/training break periods.

#### **Section 2 - Schedule Changes**

The Union and Employer recognize that there are times in which it is necessary to establish schedules departing from the normal work day, normal workweek, or the normal work cycle, or to temporarily change the normal work schedule of an employee or employees. During snow clean-up, parking lot maintenance, or for City Festivals (i.e. Swedish Days, Geneva Arts Fair, Festival of the Vine, Concours d' Elegance, and Christmas Walk), the City will give employees the option to volunteer for such assignments with forty-eight (48) hours advance notice. If there are no volunteers, the City reserves the right to require employees to work the revised schedule based upon

reverse seniority.

### **Section 3 - Overtime**

Employees shall be paid time and one-half the regular straight time rate of pay for all approved hours worked in excess of forty (40) hours in the City workweek. Time worked on Sundays and allowable holidays (Article 9 Section 2 of this agreement) shall be paid at double time rate. Time worked beginning at midnight and ending at 6:59 a.m. shall be paid at the double time rate except when conducting snow plowing operations. In which case, such time worked shall be paid at time and one-half the regular straight time rate of pay. Reasonable advance notice, under the circumstances will be given for scheduled overtime work. Hours worked shall not include any uncompensated period - or unpaid time off, but shall include vacation, holidays, comp time, safety day, personal days, and funeral leave.

### **Section 4 - Overtime Distribution and Scheduling**

The Employer agrees to distribute overtime as equally as possible among those employees who usually perform the type of work at issue. The employee working on any job which extends into overtime shall have first claim on the overtime. The parties recognize they have an obligation to the community to provide services and this obligation may require the working of overtime.

Maintenance related overtime will not follow the overtime list if the crew to whom the job has been assigned can be scheduled at the necessary time. If some members of the crew to whom the job has been assigned will not be available and/or additional personnel are required, the standby team list shall be followed.

Overtime assignments during the winter months shall be determined by Section 6, Standby.

For unscheduled overtime work outside of the winter months, the City shall use a rotating seniority list. The most senior employee shall be placed at the top of the list in Week 1, the next most senior employee will be placed at the top of the list in Week 2, etc. The list shall continue from its current place in the rotation (i.e., the list will not reset on May 1<sup>st</sup>, upon contract ratification, or upon any other triggering event). Employees will be allowed to volunteer for overtime in the order in which they appear on the list, provided they are qualified to work the assignment. Employees will remain in their designated position on the list for the entire week, regardless of whether they accept or reject any overtime opportunities. Each week, the list will advance by one person. The most senior employee will move to the bottom of the list, the second most senior employee will move to the top of the list, and so on.

In the event insufficient volunteers are found to work unscheduled overtime through the methods described above, the City reserves the right to require overtime. The City order employees on the rotating overtime list. If employees are ordered on the rotating list, the City will begin by ordering employees at the top of the list, provided they are qualified to work the assignment. (i.e., in the same order employees were offered voluntary overtime. The City may bypass employees who are scheduled off on vacation, personal, comp time or sick time for the day in question or in cases where the employees would suffer undue hardships. Non-bargaining unit personnel may continue

to perform work as performed by the bargaining unit personnel consistent with the current (as of the date of this agreement) practice.

When a new employee joins the bargaining unit, the employee will not be placed on the overtime rotation until the Superintendent or his designee certifies that the employee is qualified to work independently. When the Superintendent certifies that the employee is qualified to work independently, the employee will be placed at the bottom of the overtime rotation and will advance through the rotation week-to-week on the same basis as all other employees.

For scheduled overtime work (defined as overtime known at least 48 hours in advance) outside of the winter months, employees will be offered overtime on a strict seniority basis, provided they are qualified to perform the work. If there are insufficient volunteer, the City can order employees to work the overtime on a reverse seniority basis.

### **Section 5 - Call Back Time**

A minimum of two (2) hours at applicable rate shall be paid to employees called back to work after having been released after their regularly scheduled work day. Such call-in time shall start when the employee begins work and shall end when the employee is released from work

On call-ins that are prearranged for work prior to the employee's regular hours, when the employee then continues with regular hours of work or where same occurs during noon hour, only actual time at overtime rates apply.

Employees who are called out shall respond not only to one initial callout, but shall also make themselves available, at no additional expense to the Employer, to respond to any other callout during that two hour period, as long as the employee has not left City property. Should the duration of the second call extend beyond the two hour period, the employee shall receive the applicable rate of pay for any additional hours worked.

### **Section 6 - Standby**

Employees required to be on "standby" shall be compensated four and one-half (4 1/2) hours pay per day at straight time for standby duty on Saturday, Sunday, or any holiday officially designated in this Agreement. Employees required to be on "standby" shall be compensated two (2) hours pay at straight time for standby duty for each weekday, Monday through Friday. If called for duty, the employee shall receive compensation for time worked as called for in Section 5 of this Agreement. On-call time shall start on Monday at 7:00 a.m. and conclude the following Monday at 7:00 a.m.

During the winter months, the Employer shall decide when employees will be placed on a standby rotation. Once the standby rotation has begun, employees will remain on the standby rotation until the snow plowing season is no longer required as determined by the City.

The existence of standby shall not preclude an employee from taking vacation provided the employee is able to provide a back-up to the employee, from City approved

back up list.

The City shall maintain its practice of posting the on-call schedule.

### **Section 7 - Compensatory Time**

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

Upon completion of earning compensatory time, the employee must complete a payroll adjustment form, signed by the appropriate supervisor, which is to be submitted on a bi-weekly basis with time sheets to the Human Resources Office.

Compensatory time earned is the same rate as overtime earned; time and one half or double time. The maximum number of hours of compensatory time that can be accumulated by an employee is one hundred (100) hours. Compensatory time may be used at a minimum of one (1) hour increments and at a maximum increment of eighty (80) hours. Authorization of said time off must not unduly disrupt operations as determined by the authorizing supervisor. Employees must request, in writing, compensatory time leave at least one (1) week in advance of the requested time off. A notice of one (1) hour shall be given seasonally between the last week in October and the first week in April (weather permitting). Compensatory time earned in the current workweek is not available for use until the following workweek, otherwise it will be treated as flex time and paid at the straight hourly rate.

Employees are required to utilize their accrued compensatory time by the end of the fiscal year that follows the fiscal year in which the compensatory time is earned. In order to accommodate operations and budgetary concerns, Department Heads are authorized to make exceptions to the compensatory time policy only after consultation and approval from the Assistant City Administrator/Director of Administrative Services.

### **Section 8 - Temporary Work at a Higher Classification**

A Street Maintenance Worker shall be designated as an acting Street Maintenance Lead Worker (Crew Leader) whenever the number of full-time collective bargaining unit employees, covered by this Agreement, in any one crew exceeds three (3) and there is an absence of a regular Crew Leader for a period of two (2) hours or more.

When an employee temporarily assumes the responsibilities of a Crew Leader as indicated in the above paragraph, the employee shall be compensated for all hours as acting Crew Leader in accordance with Article 15 of this Agreement.

## **ARTICLE 6**

### **SENIORITY, LAYOFF, RECALL**

### **Section 1 - Definition of Seniority**

Seniority as used herein shall mean the length of service in continuous full-time employment of the Employer. An employee's seniority shall date from the time of his full-time employment except where service is interrupted by reason of layoff, resignation, or discharge. Layoffs shall not terminate the seniority of any employee, except as provided as follows:

New employees or re-employed employees whose seniority has been terminated shall serve a twelve (12) month probationary period with the Employer and during such period the Employer shall have the right to discipline or discharge, without cause. Employees who are continued in the service of the Employer after said probationary period shall be immediately credited with twelve (12) months seniority.

### **Section 2 - Termination of Seniority**

The seniority of an employee shall terminate under any of the following conditions:

- A. When laid off for a period equal to one (1) year, or the employee's seniority, whichever is less.
- B. When an employee resigns his employment with the Employer.
- C. When an employee is discharged; for just cause.
- D. When an employee fails to return to work within two (2) days after written notice, by registered mail, to the employee's last known address, requesting such return.
- E. When an employee fails to report for work on three (3) successive work days without notifying the Employer.
- F. Failure to return to work immediately after doctor's release from sick leaves.
- G. Failure to return to work on stated date after authorized leaves of absence.

### **Section 3 - Layoff**

Should the City, in its discretion, determine it is necessary to lay off any employee, the employer shall give such employee or employees affected, a reasonable notice in advance. Layoffs on account of reduction of forces shall be made in the inverse order of the seniority of the employee within the occupational groups of those engaged in similar work covered by this agreement.

### **Section 4 - Recall**

If after layoff, a vacancy occurs, the laid off employee(s) shall be afforded the opportunity of filling same in accordance with his seniority status, provided the employee has the requisite ability to perform the Employer's work in a satisfactory manner. Recall rights shall exist for two (2) years from the date the employee is laid off and will be waived if the employee accepts severance pay.

Notice of recall shall be sent to the employee by certified mail, return receipt requested, with a copy to the Union, provided that the employee must notify the Director of Public Works of the intention to return to work within three (3) calendar days after receipt of notice and must present for duty assignment no later than seven (7) calendar days after receiving notice of recall. This time period can be mutually

extended. The City shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the City with the employee's latest mailing address. If an employee fails to timely respond to a recall notice, the employee's name shall be removed from the recall list.

### **Section 5 - Promotions**

When a vacancy occurs in the bargaining unit which presents a promotional opportunity for bargaining unit members, the City retains the final right to determine whether or not the opening should be filled by whom. The City's review of an applicant's qualifications may include, but shall not be limited to the applicant's relevant training and experience, including demonstrated ability to deal with the requirements of the position, the applicant's past work record and annual evaluations, including discipline and attendance. In the event the skill, qualifications and experience of two or more applicants (internal or external) are equal, as determined solely by the Employer, an existing employee with greater seniority will be offered the position first.

### **Section 6 - Probationary Period Following Promotion**

When an employee is promoted from one bargaining unit position to another, the employee will be considered a probationary employee for the first six (6) months of actual work performed by the employee following the effective date of the promotion. An employee serving a promotional probationary period who wishes to return to the former job classification may return to the former position without any loss in seniority within twenty (20) calendar days or until an offer has been extended to a prospective employee. However, this "return right" shall not exceed thirty (30) calendar days. During the promotional probationary period, the City reserves the right to demote or transfer such employee with or without cause.

## ARTICLE 7

### GRIEVANCE PROCEDURE

#### Section 1 - Grievance Defined

For the purposes of the Agreement, a grievance is any dispute or difference of opinion raised by an employee or the Union against the Employer involving the interpretation or application of an express provisions of this Agreement.

#### Section 2 - Procedure

Grievances shall be raised and settlement attempted, pursuant to the following procedure:

Step 1. Any employee who has a grievance shall reduce it to writing, have it signed by the Steward, and shall be presented to the immediate non-bargaining unit supervisor. The grievance shall contain a complete statement of the facts, the provisions of this Agreement which are alleged to have been violated, and the relief requested. All grievances must be presented no later than seven (7) business days from the date of the first occurrence of the matter giving rise to the grievance or within seven (7) business days after the employee, through the use of reasonable diligence, could have obtained knowledge of first occurrence of the event giving rise to the grievance. The supervisor shall give his written answer to the employee within seven (7) working days after the date of submission.

Step 2. If the immediate non-bargaining unit supervisor fails to answer the grievance, or if the answer does not resolve the dispute, the grievance shall be presented by the Union to the Division Superintendent within seven (7) working days following the immediate non-bargaining unit supervisor's answer in Step 1. The Division Superintendent shall investigate the grievance and provide a written answer within seven (7) working days after receipt of the grievance.

Step 3. If the Division Superintendent fails to answer the grievance, or if the answer does not resolve the dispute, the grievance shall be presented by the Union to the Department Head within seven (7) working days following the Division Superintendent's answer in Step 2. The Department Head shall attempt to adjust the grievance as soon as possible, but shall give his answer in writing to the Union within seven (7) working days after receipt of the grievance.

Step 4. If the Department Head does not answer the grievance in Step 3 or if the answer does not solve the dispute, the Union shall request a meeting with the City Administrator, designated within seven (7) working days of the answer in Step 3. The meeting shall be held at a mutually agreeable time and place. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the parties. If no settlement is reached, the City Administrator or his designated representatives shall give the Union and the Employer's answer within fifteen (15) working days following their meeting.

### **Section 3 - Arbitration**

Grievances that are processed properly, but not adjusted between the Employer and the Union, as provided above, may be referred to arbitration upon written request of the Union made within ten (10) working days of the Employer's answer in Step 4. When arbitration is requested, the parties shall attempt to agree on the selection of an arbitrator. If an agreement cannot be reached within ten (10) working days from the date on which arbitration is requested, the parties shall jointly request the Federal Mediation and Conciliation Services (FMCS) to submit a list of five (5) arbitrators who are members of the National Academy of Arbitrators (NAA) and who have an office in Illinois, Indiana, or Wisconsin. From such list of arbitrators, the grieving party shall strike two (2) names and the Employer shall then strike two (2) names and the person whose name remains shall be the arbitrator; provided, however, that either party shall have the right to reject one (1) list of arbitrators and ask for a new list from the FMCS.

In settlement of any grievance resulting in retroactive adjustment, such adjustment shall be limited to a maximum of five (5) calendar days prior to the date of the filing of the grievance.

The decision of the arbitrator shall be final and binding upon the parties. The arbitrator shall have no right to ignore, add to, take from, or modify any of the provisions of this Agreement. The expenses of the arbitrator shall be shared equally by the parties, and such expenses may be at the request of either party, including the cost of a written transcript of the hearing. Each party shall bear all other expenses incurred by it in connection with the proceeding.

## **ARTICLE 8**

### **NO STRIKE OR LOCKOUT**

#### **Section 1 - No Strike/Lockout**

There shall be no stoppage of work by either strike or lockout because of any dispute over matters relating to the provisions herein, or during the time that any grievance or other matters are in dispute, while this agreement is in effect. All such matters must be handled in the manner later provided in this Agreement. Any employee who participates in a strike or other interruption of work may be disciplined and employees shall not be entitled to any benefits or wages whatsoever while they are engaged in a concerted work stoppage. Only the question of whether an employee did in fact participate in or promote such action shall be subject to the grievance and arbitration procedure.

## **ARTICLE 9**

### **ABSENCE FROM WORK**

#### **Section 1 - Funeral Leave**

Employees are granted up to three (3) consecutive days with pay, Monday through Friday, as funeral leave to attend the funeral or handle related family matters caused by the death of a member of his or her family - meaning spouse, child (natural,

adopted, foster, or stepchild), sister, brother, parent (including natural, step-mother, step-father, or legal guardian), mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparent, or grandchild. Pay for funeral leave is considered as time worked for the purpose of computing overtime premium.

## **Section 2 - Holidays**

The following holidays shall be observed:

<b>New Year's Day</b>
<b>Martin Luther King Jr. Day</b>
<b>Washington's Birthday (President's Day)</b>
<b>Spring Holiday</b>
<b>Memorial Day</b>
<b>Independence Day</b>
<b>Labor Day</b>
<b>Thanksgiving</b>
<b>Day After Thanksgiving</b>
<b>Christmas Eve Day</b>
<b>Christmas Day</b>

When a holiday falls on Sunday, the following Monday shall be considered a holiday. When a holiday falls on Saturday, the preceding Friday shall be considered a holiday. If a holiday falls on a Saturday or Sunday and the preceding or following day is also considered an official holiday, the designated observed City holiday shall be determined by the City.

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

- if the day before and/or after is a normal day off from duty.
- if the employee is on approved vacation leave, an approved personal day, approved safety day, approved compensatory time or funeral leave before and/or after the holiday.
- if the employee is absent due to illness on the day before or after a holiday.

NOTE: The Department Head has the discretion to require a confirmation from a medical doctor or other licensed health practitioner in this case.

## **Section 3 - Personal Days**

Employees are provided with three (3) personal days as paid days off for personal business. An employee will be eligible for personal days after the completion of ninety (90) days' employment with the City, and thereafter personal days are earned on the employee's anniversary date.

With prior approval of the Department Head or designee, personal days may taken

in one (1) hour increments. Whenever possible, Employees shall request the personal day time off one (1) hour in advance through the immediate Supervisor for approval by the Department Head.

Unused personal days will not be allowed to be carried over into the next year (based on the employee's anniversary date). Personal days shall not be compensated for if they are not used as a paid time off from the employee's regular work schedule.

#### **Section 4 - Sick Leave**

Employees earn 3.6923 hours of sick leave each pay period (equivalent to eight (8) hours per month), except in the case of unpaid leaves of absences and while on Family and Medical Leave. Sick leave may be accumulated from year to year, with no maximum number of hours accrued. Earned unused sick leave shall not be compensated, other than upon retirement as outlined in the Personnel Policy Manual, upon separation of employment with the City. Sick leave shall not be considered as a privilege which an employee may use at his discretion but shall be allowed only in case of a necessity and actual sickness or disability of the employee or because of illness or birth in his immediate family or to meet physical examination appointments or other sickness preventive measures. To receive compensation while absent on sick leave, the employee shall notify his Division Superintendent in a reasonable time under the circumstances. When an absence is for more than sixteen (16) working hours, the employee may be required to file a physician's certificate certifying to the illness or disability of the employee. If a physician's certificate is requested, the Employer shall pay the cost of such office visit or examination which examination shall be made by the Employer's current Medical Examiner. Requests for information as required by the Family and Medical Leave Act are the responsibility of the employee and any such requests are based on federal or state law and are not a request of the City due to suspected misuse of sick leave.

Up to sixty (60) days of unused or accumulated sick leave will be paid upon retirement at the employee's regular rate upon formal application for retirement to the Illinois Employee Municipal Retirement Fund. Any sick leave pay out must comply with IMRF regulations.

If, upon investigation, any employee is found to have abused the intent of the sick leave privilege, he shall be subject to disciplinary action by the Employer and also by the executive Board of the Union.

Access to the Employer's Donated Leave Time Policy will be available to employees covered by this contract under the same terms and conditions as all other City non-union employees.

#### **Section 5 - Vacation**

Vacation allowances shall be earned on an employee's anniversary date, based upon completed years of continuous service as follow:

After one (1) year of employment	Ten (10) working days
After two (2) years of employment	Eleven (11) working days
After four (4) years of employment	Twelve (12) working days

After six (6) years of employment	Fifteen (15) working days
After ten (10) years of employment	Sixteen (16) working days
After eleven (11) years of employment	Seventeen (17) working days
After twelve (12) years of employment	Eighteen (18) working days
After thirteen (13) years of employment	Nineteen (19) working days
After fourteen (14) years of employment	Twenty (20) working days
After seventeen (17) years of employment	Twenty-one (21) working days
After twenty (20) years of employment	Twenty-three (23) working
After twenty-three (23) years of employment	Twenty-four (24) working days
After twenty-five (25) years of employment	Twenty-five (25) working days

The vacation time so chosen shall be subject to the approval of the head of the department or designee. Unused vacation leave may not be carried over to the next anniversary year.

A notice of five (5) working days shall be given to the Division Superintendent prior to the date chosen by the employee for vacation time. A notice of one (1) working day shall be given seasonally between the last week in October and the first week in April (weather permitting).

Upon separation from City employment, employees will be paid for any unused earned vacation leave, and accrued vacation leave on a pro-rata basis determined by years of service. Specifically excluded are all probationary employees who terminate, or are terminated, prior to the completion of their probationary period.

## **ARTICLE 10**

### **CLOTHING / EQUIPMENT**

#### **Section 1 - Clothing Allowance**

The employees covered by this Agreement will utilize or wear uniforms and/or standardized clothing as may be provided and/or required by the City.

Employees, who are required to wear standardized clothing, will be provided an annual allowance of \$400.00 to purchase clothing through the City's selected vendor. Employees have the option of purchasing additional items through the City at their own expense. ~~Any~~ payments made directly to the employees will be taxed per IRS regulations.

Employees shall be required to care for and maintain their clothing and will be responsible for the return of the clothing and equipment purchased by the City in good condition, less normal depreciation. Employees who lose clothing items or who negligently or intentionally damage clothing items may be required to replace such items at their own expense.

The Streets Division Supervisor shall have the sole discretion to determine whether or not employees' clothing meets safety and appearance standards. Some type of clothing must cover the torso of the employee during all working hours.

### **Section 2 - Protective Footwear**

Employees will be provided an annual allowance for protective footwear up to one hundred fifty dollars (\$150) for the purchase of approved protective footwear from the City's selected vendor. Employees have the option of purchasing protective footwear in excess of the annual allowance at their own expense. Any payments made to the employee shall be taxed per IRS regulations.

### **Section 3 - Rain Protective Equipment**

Suitable rain protective equipment shall be furnished by the Employer for employees required to work out of doors in emergencies during inclement weather. The employees will be responsible for the return of such equipment in good condition, reasonable wear and tear expected.

### **Section 4 - Safety Eye Protection**

The City agrees to provide non-prescription safety eyewear for all employees covered by this Agreement.

### **Section 5 - Tools and Equipment**

The Employer shall furnish to the employee tools and equipment necessary to perform his duties and hand tools.

## **ARTICLE 11**

### **EDUCATION, TRAINING, GENERAL**

#### **Section 1 - Residency**

All employees shall live within twelve (12) miles of the corporate limits of the City (as measured by straight-line distances). One (1) year or more, at the discretion of the Director of Public Works, will be given to accomplish such relocation.

#### **Section 2 - Training**

When employees covered by the terms of this agreement are asked by the Employer to attend supplemental or ongoing training located within the Chicago metropolitan area, such employees shall be compensated for travel time to and from said training, minus their normal commute. Normal commute shall be defined as any travel time twenty (20) minutes from their point of departure. Time spent in training or travel shall be compensated in accordance with Article 5 of this agreement.

Employees selected to attend training outside the Chicago metropolitan area, or employees requesting to attend any training, shall be compensated in accordance with the Fair Labor Standards Act (FLSA). Such compensation shall be agreed upon by the Employer and the Employee before the training is scheduled.

### **Section 3 - Commercial Driver's License**

Employees covered by this Agreement, and required by their job description to hold a commercial driver's license, will be reimbursed the City-required portion of the license renewal fee not more than once every four years unless otherwise required by an Illinois governmental agency or department, in which case the City shall reimburse the full amount of the license renewal fee even if it had previously reimbursed the employee within the last four years.

### **Section 4 - Education Reimbursement**

Education Reimbursement: Employees are eligible for the same educational reimbursement program as all other non-union full-time employees of the City. This program is subject to funding by the City Council during the annual budget process.

### **Section 5 - Meal Allowance**

The City will provide one paid meal after twelve (12) consecutive hours worked (including any unpaid meal period). Meals will be paid at the rate of twelve dollars and fifty cents (\$12.50) per meal; payable on the next pay period and subject to tax per IRS regulations. If the meal is provided by the employer the employee will not be reimbursed the meal allowance.

Examples: 7am - 7pm = no meal

7am - 7:05 pm = 1 meal

All meal periods require supervisor approval. Forty-five (45) minutes will be allowed for the meal break (including travel time). As such, meals must be taken during the employee's shift. The City will make every effort to release an employee for a meal, if in emergency situations this is not possible the meal allowance that has been earned but not taken shall be paid on the next payperiod.

## **ARTICLE 12**

### **DISCIPLINARY PROCEDURES**

#### **Section 1 - Disciplinary Procedures**

The Employer shall have the right to discipline any non-probationary employee for just cause (probationary employees with or without cause). In the event any non-probationary employee is disciplined, such employee shall have the right to resort to the grievance procedure as provided for in this Agreement. Any employee found to have been unjustly discharged shall be reinstated to his job, with seniority rights, and shall be compensated at regular rate of pay for all time lost unless the arbitrator finds the employee should have been suspended without pay.

Discipline issued to an employee shall be specific After discipline has been received by the employee any grievance in connection therewith shall be taken up subject to the time limits in Article 7.

The Employer agrees to comply with the provisions of the Illinois Personnel Record Review Act, 820 ILCS 40/1 et. seq.

## **ARTICLE 13**

### **HEALTH AND SAFETY**

#### **Section 1 - Fitness for Duty Examinations**

During employment, any and all employees shall, for just cause, be subject to a physical and/or fitness for duty examination at the request of the City, with the expense of such examination to be borne by the City. A fitness for duty examination shall only be applicable to providing a safe work environment for the individual, the public, and/or his coworkers. The City will refer the employee to an individual or service that has specific training and credentials to perform such examination, and the individual or service provider will determine the required course of action. If the employee is not fit for duty, as determined by the selected professional, said employee will be subject to restricted duty, transfer, demotion or dismissal, paid or unpaid administrative leave. If unpaid administrative leave is determined by the City, the employee shall have the option of exhausting all accrued paid leave while recovering. If said employee is determined not fit for duty and the inability to work continues beyond six (6) months, the employee must make application for a second six (6) month leave of absence period, which shall not be unreasonably withheld, in order to continue his seniority rights. Nothing herein shall prevent the employee from voluntarily electing to pursue assistance through any programs offered by the City. Nothing contained in this Section shall excuse the City from any of their obligations to the ADA or FMLA.

#### **Section 2 - Safety Day**

Employees have the ability to earn a Safety Day as additional paid time off. The Safety Day is earned by serving twelve (12) consecutive months (one fiscal year) without being involved in an accident. The time period for earning a Safety Day shall be the fiscal year, May 1 to April 30. The Safety Day must be taken in the following fiscal year and be taken in a full day increment. An unused Safety Day shall not be allowed to be carried into the next fiscal year. For purposes of the Safety Day provision, an accident will be defined as:

- A. an injury incurred which required professional medical attention and loss of time at work, the latter interpreted as missing any part of the work day following the day the subject injury occurred or time missed on a subsequent date due to the accident-related injury; or
- B. an incident resulting in damage to City-owned or private property or equipment amounting to a value in excess of \$500.00.
- C. Department Safety Committees shall review accidents and make recommendations as to the eligibility for the Safety Day. Injuries and/or accidents as referenced above, and determined by the respective Department Safety Committee, to be the fault of the employee shall disqualify said employee from eligibility to earn a Safety Day. These recommendations are subject to final approval by the Department Head.

### **Section 3 - Drug and Alcohol Testing**

The parties agree that employees covered under his agreement are subject to discipline up to and including discharge for violations of such City policies currently in place as of the effective date of this agreement which cover drug and alcohol use and testing and that employees may be subject to such discipline for violations of the policy regardless of whether the employee is performing a safety-sensitive function. Any changes to the above mentioned policy other than those mandated by law shall be mutually agreed upon by the Employer and the Union. In addition to the City's current policies, any employee may be subject to drug or alcohol screening under the following conditions:

- 1) Post-Offer, Pre-employment;
- 2) If the employee is involved in a workplace accident, or is injured on the job;
- 3) If the employer has reasonable suspicion that the employee is under the influence drugs or alcohol; and
- 4) Random testing which complies with federal and state regulations relating to employees with Commercial Driver's Licenses (CDL).

### **Section 4 - Rest Period**

Unless an employee agrees otherwise, an employee will not be required to work more than sixteen (16) hours continuously in a 24 hour period, without being allowed an eight (8) hour rest period on or off site at the employer's discretion. The only exception to this practice is in situations of emergency as determined by the Director of Public Works or designee. In these situations of emergency, an employee may be permitted to work beyond a sixteen (16) hour period as previously described if in the Supervisor's opinion the employee is mentally alert and shows no visible signs of exhaustion or fatigue. Employee who inadvertently work beyond sixteen (16) hours without supervisory approval will not be disciplined. If a rest period, under the provisions of this section extends into a basic work day, the employee may use leave without pay or paid leave (i.e. personal, vacation, compensatory time) to complete their normal workday.

### **Section 5 - Injury While on the Job**

Employees covered by this Agreement injured while in the performance of their duty, shall be entitled to worker's compensation benefits in accordance with state statute. The Illinois Workers' Compensation Commission is responsible for administering the law, providing information, assisting employees and employers, and resolving and disputes regarding employee's entitlement to benefits and amounts of benefits. An Employee may return to the former position upon recovery with full seniority rights, provided the employee is physically qualified to return to work. In case of employee's return, other employees moved up because of his absence will consent to such demotions or layoffs as may be necessary.

### **Section 6 - Injury While off the Job**

An Employee who suffers an off-the-job injury or illness and is unable to return to work after three consecutive sick days may be eligible for Family Medical Leave subject to the provisions of the Family and Medical Leave Act, the City's Family Medical Leave policy, and disability provisions under IMRF.

The City may provide suitable modified or light duty work for employees who are temporarily unable to return to work due to injury or temporary disability, pursuant to the City's light duty policy. There is no guarantee that work will be available for employees on restricted duties. The decision for restricted duty work depends solely upon the work being available, the decision of the Director of Public Works, and the employee's ability to do the work. Preference will be given to employees recuperation from work related illness or injury.

## **ARTICLE 14**

### **INSURANCE**

#### **Section 1 - Medical, Dental, Vision and Life Insurance Plans**

During the term of this Agreement, the City shall continue to make available to non-retired, full-time employees and their eligible dependents the same medical, dental, vision and basic life insurance plan(s) as provided for regular, full-time unrepresented employees. The City reserves the right to make any changes, reductions, modifications, deletions, or improvements with respect to employee medical, dental, vision or life insurance (including, but not limited to, changes in insurance carriers, insurance plans, benefit levels, deductibles, co-payment levels, opting for self-insurance, etc.), so long as such changes are equally applicable to regular, full-time unrepresented employees.

During the term of this contract the employee will contribute the following toward the payment of medical, dental and basic life insurance premiums: employee plus one or family portion of medical insurance premium – employee pays 20%; employee portion of employee only medical insurance premium – 10%; family portion dental insurance premium – employee pays 50%; single dental – 0%; basic life insurance – 0%. The Vision Service Plan – employee pays 100%. The amount of employee premium contributions required under this Section shall be deducted from the employee's regular paychecks.

#### **Section 2 - Cost Containment**

The City reserves the right to maintain or institute cost containment measures relative to insurance coverage. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, prohibition on weekend admissions except in emergency situations, bounty clause, and mandatory out-patient elective surgery for certain designated surgical procedures.

#### **Section 3 - Terms of Policies to Govern**

The extent of coverage under the insurance policies referred to in this Article shall be governed by the terms and conditions set forth in said policies. Any questions concerning coverage shall be resolved in accordance with the terms and conditions in said policy and shall not be subject to the grievance procedure set forth in this Agreement.

#### **Section 4 - Right to Maintain Coverage While on Unpaid Leave or on Layoff**

An employee who is on an approved unpaid leave of absence or who is on layoff

with recall rights shall have the right to maintain insurance coverage by paying monthly in advance the full applicable monthly premium for employee coverage and, if desired, for dependent coverage for as long as permitted under COBRA. The rights of employees on military leave to maintain coverage shall be governed by applicable state and federal law.

#### **Section 5 - IRC Section 125 Plan**

The City shall permit full-time employees to participate in the IRC Section 125 Plan offered to regular, full-time unrepresented employees of the City. This Plan will remain in effect so long as it continues to be permitted by the Internal Revenue Code.

#### **Section 6 - Employee Assistance Program**

For as long as the City of Geneva makes this service available to all City employees, it will be available to employees covered by this contract under the same terms and conditions as other City non-union employees.

#### **Section 7 - Miscellaneous**

Life insurance (one full year's wages, up to maximum amount covered by City's Policy), access to the City sponsored Health Fair and the deferred compensation plan will be available to employees covered by this contract under the same terms and conditions as all other City non-union employees.

#### **Section 8 - Travel Pay**

Members of this contract will be eligible to receive Travel and Business Expense reimbursement as described in Section 9.4 of the Personnel Manual.

### **ARTICLE 15**

#### **WAGES**

#### **Section 1 - Minimum and Maximum Wage Rates**

The minimum and maximum wage rates from 5-1-2018 through 4-30-2022 are set forth in Appendix A, attached. No employee's hourly rate shall be less than the minimum or exceed the maximum pay rate as set forth in Appendix A during the term of this Agreement.

#### **Section 2 - General Wage Adjustments**

The following wage schedule shall be in effect during the term of the contract:

- Effective 5/1/2018 and retroactive to that date, employees who are members of the bargaining unit at the time of ratification shall receive a 2.25% hourly rate increase up to the maximum of the wage scale. The maximum of the wage scale shall increase by 2.25%. There shall be no adjustment to the minimum range of the wage scale.

- Effective 5/1/2019, employees shall receive a 2.50% hourly rate increase up to the maximum of the wage scale. The maximum of the wage scale shall increase by 2.50%. There shall be no adjustment to the minimum range of the wage scale.
- Effective 5/1/2020, employees shall receive a 2.50% hourly rate increase up to the maximum of the wage scale. The maximum of the wage scale shall increase by 2.50%. There shall be no adjustment to the minimum range of the wage scale.
- Effective 5/1/2021, employees shall receive a 2.75% hourly rate increase up to the maximum of the wage scale. The maximum of the wage scale shall increase by 2.75%. There shall be no adjustment to the minimum range of the wage scale.

### **Section 3 - Performance Appraisals**

Performance appraisals shall be conducted annually at the end of the fiscal year (April) for all bargaining unit employees. Mid-year review shall be conducted in October or November of the fiscal year. Newly hired employees shall be evaluated at the end of their probationary period and upon their one-year anniversary.

Performance appraisals will not be used as the basis for wage increase; however, performance appraisals may be used for other performance based decisions, including specialized training, assignments, reassignments, and promotions.

### **Section 4 - General Provisions**

The minimum rate shall be the normal hiring rate, provided the City reserves the right to hire an experienced employee at a higher rate within the applicable job classification range. No employee will be compensated below the minimum wage rate or above the maximum wage rate for their job classification (with the exception of employees still in the probationary period). New employees will be eligible for a pay increase effective on completion of their first anniversary and then each May according to the wage schedule.

Employees who are promoted to a position in a higher grade shall receive an increase in pay to the minimum salary of the new grade or 7%, whichever is greater. Promoted employees will be eligible for a pay increase effective upon completion of their first anniversary and then each May thereafter according to the wage schedule.

There shall be no wage adjustments during negotiations for successor agreement or reopener negotiations.

## **ARTICLE 16**

### **PAYROLL AND PAYDAY**

#### **Section 1 - Pay Period**

The payroll period shall be defined as the two-week pay period beginning at 12:00 a.m. on Sunday and ending at midnight on the second Saturday following such

beginning.

**Section 2 - Payday**

Employees are required to submit appropriate payroll documentation to their Supervisor or Department Head, as directed. Payday shall be defined as no later than 3:30 p.m. the Friday following the completion of the payroll period.

**Section 3 - Errors on Payroll**

Errors on payroll (i.e. missed hours) will be corrected on the next scheduled pay day. If the error results in the employee receiving less than base pay, such corrections will be made as soon as possible upon request of the employee. Corrections not made by the next scheduled pay day will be made as soon as possible upon request of the employee.

**ARTICLE 17**

**COOPERATIVE EFFORTS TO MAINTAIN EFFICIENCY**

It is agreed that the Union will cooperate with the Employer in an effort to reduce to a minimum all practices which result in a loss of efficiency and needless expense. Inasmuch as "waste" is comprehensive in scope, it is impossible to enumerate all of the practices which might be involved.

However, specifically, the cooperation will include:

- A. Elimination of Waste of Time: Elimination of stopping work before the recognized lunch period or quitting time, and/or taking excessive time during coffee break periods.
- B. Elimination of Waste of Materials: Reduction of improper use of materials, scrap, and/or careless handling of materials.
- C. Conservation of Tools and Equipment: Elimination of careless handling or use of small tools and vehicles resulting in excessive wear, breakage, or loss.
- D. Reduction of Absenteeism: Reduction of excessive and unwarranted absenteeism and tardiness.
- E. Conservation of Supplies: Elimination of waste of everyday supplies such as gasoline, water, electricity, heat, etc.

**ARTICLE 18**

**COMPLETE AGREEMENT**

This Agreement, upon ratification, supersedes all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for the term of the Agreement. The Employer and Union, each voluntarily and unqualifiedly waives its right, and each agrees that the other shall not be obligated

to bargain collectively with respect to any subject matter referred to or covered by this Agreement. In so agreeing, the parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

**ARTICLE 19****DURATION**

This Agreement shall be effective upon execution and shall remain in full force and effect until 11:59 p.m. on the 30<sup>th</sup> day of April, 2022. It shall be automatically renewed from year to year thereafter unless either party desiring to change or terminate this Agreement must notify the other in writing, by registered mail, at least ninety (90) days prior to April 30th of any year. Whenever notice is given for changes, the nature of the changes desired must be specified in the notice. Changes mutually agreed to by both the Employer and the Union may be made at any time.

**APPROVAL OF AGREEMENT**

None of the provisions of this Agreement will be construed to require either the Employer or the Union to violate any Federal or State law, in the event any provision hereof should conflict with any such law, such provision shall be modified to the extent necessary to conform to such law.

The Union will at all times use all legitimate means and its best efforts to further and protect the interests of the Employer.

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Eric Patrick  
IBEW 196

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Kevin R. Burns, Mayor  
City of Geneva

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX A WAGE RATES****Effective May 1, 2018- April 30, 2019**

<b>Classification</b>	<b>Minimum</b>	<b>Maximum</b>
<b>Street Maintenance Worker</b>	\$21.6712	\$33.4048
<b>Street Maintenance Lead</b>	\$26.3300	\$39.2142
<b>Fleet Maintenance Technician</b>	\$27.5100	\$41.0607

**Effective May 1, 2019- April 30, 2020**

<b>Classification</b>	<b>Minimum</b>	<b>Maximum</b>
<b>Street Maintenance Worker</b>	\$21.6712	\$34.2399
<b>Street Maintenance Lead</b>	\$26.3300	\$40.1946
<b>Fleet Maintenance Technician</b>	\$27.5100	\$42.0873

**Effective May 1, 2020- April 30, 2021**

<b>Classification</b>	<b>Minimum</b>	<b>Maximum</b>
<b>Street Maintenance Worker</b>	\$21.6712	\$35.0959
<b>Street Maintenance Lead</b>	\$26.3300	\$41.1994
<b>Fleet Maintenance Technician</b>	\$27.5100	\$43.1394

**Effective May 1, 2021- April 30, 2022**

<b>Classification</b>	<b>Minimum</b>	<b>Maximum</b>
<b>Street Maintenance Worker</b>	\$21.6712	\$36.0610
<b>Street Maintenance Lead</b>	\$26.3300	\$42.3324
<b>Fleet Maintenance Technician</b>	\$27.5100	\$44.3258



### **AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item:	Approval of Ordinance 2018-27 Amending Section 11-2-2 (Definitions) and 11-3-12 (Wireless Services) of Title 11 (Zoning) related to the regulation of wireless communication facilities.		
Presenter & Title:	David DeGroot, Community Development Director		
Date:	August 6, 2018		
<b>Please Check Appropriate Box:</b>			
	Committee of the Whole Meeting		Special Committee of the Whole Meeting
X	City Council Meeting		Special City Council Meeting
	Public Hearing		Other -
Estimated Cost: \$0		Budgeted? _____ <b>YES</b> _____ <b>NO</b>	
<b>Executive Summary:</b>			
<p>On April 12, 2018 Governor Bruce Rauner signed Public Act 100-0585, the Small Wireless Facilities Deployment Act (the "Act"). The Act became effective on June 1, 2018 and provided municipalities until August 1, 2018 to adopt local ordinances consistent with the terms set forth in the Act. If municipalities did not adopt local ordinances then the Act would serve as the de facto regulating authority. The City consulted with Cityscape Consultants, Inc., a firm that exclusively serves governmental entities nationwide for all issues relating to wireless facilities, including ordinance review and revisions.</p> <p>The City Code was reviewed and revisions have been drafted to be in compliance with the Small Wireless Facilities Deployment Act, as well as the Telecommunications Act of 1996, the Middle Class Relief and Job Creation Act of 2012, and other applicable federal and state laws limiting local discretion to regulate location of Person Wireless Service Facilities. Accordingly, amendments to Title 8 (Public Ways and Property) and Title 11 (Zoning) were been drafted for consideration by the City Council. Amendments to Title 11 require a public hearing before the Plan Commission and for the Commission to make a recommendation to the City Council within 45 days after the close of the public hearing. The revisions to Title 8 did not require a public hearing and therefore were not included for the Plan Commission's review. The proposed amendments to Title 8 were reviewed by the Committee of the Whole on July 9, 2018 and approved by the City Council on July 16, 2018.</p> <p>The Act limits the power for municipalities to control the attachment of "small cell" antennas to right-of-way infrastructure to support small wireless facilities. The Act also designates small wireless facilities located on property zoned for commercial or industrial uses as permitted uses, thereby resulting in the need for amendments to the Zoning Ordinance. Section 11-3-12 (Wireless Services) was last updated 1997. Upon review it was discovered that amendments were necessary to address changes in all types of Personal Wireless Service Facilities, not only "small cell" antennas. Due to the number of amendments needed to bring Title 11 up-to-date, staff recommends deleting Section 11-3-12 in its entirety and replacing it as presented in the attached ordinance. In addition to amendments in Section 11-3-12 of the Zoning Ordinance, there are a number of terms that should be defined in</p>			

Section 11-2-2 (Definition of Words and Terms). Staff recommends deleting the current terms and definitions of “antenna”, “communications tower, radio or television”, “no impact antenna facility”, “personal wireless service” and “satellite dish”. Staff also recommends adding definitions for 47 new terms, as shown in the attached ordinance.

The proposed amendments were reviewed by the Plan Commission on July 12, 2018 and July 26, 2018. At their meeting on July 26<sup>th</sup> the Plan Commission unanimously recommended approval of the text amendments to Title 11 as presented in the attached ordinance. The Plan Commission’s recommendation included adding an additional setback requirement for new towers. The original draft required a setback distance equal to the height of the tower or 110% of the distance from the top of the structure to the breakpoint level of the structure if designed with breakpoint technology. As shown in Section 11-3-12F(10)(b) of the attached ordinance, language has been added to require an additional setback of twenty (20) feet or the minimum side and rear setback requirement of the zoning district the tower is located in, whichever is greater.

**Attachments:** *(please list)*

Ordinance 2018-27

**Recommendation / Suggested Action:** *(briefly explain)*

Approval of Ordinance 2018-27 Amending Section 11-2-2 (Definitions) and 11-3-12 (Wireless Services) of Title 11 (Zoning) related to the regulation of wireless communication facilities.

**ORDINANCE 2018-27**

**AN ORDINANCE AMENDING TITLE 11 (ZONING ORDINANCE) OF THE  
GENEVA CITY CODE, CHAPTER 2 SECTION 11-2-2 (DEFINITIONS OF WORDS AND TERMS);  
AND CHAPTER 3 SECTION 11-3-12 (WIRELESS SERVICES);**

**WHEREAS**, an application was duly filed by the City of Geneva on the 12<sup>th</sup> day of June, 2018 with the Plan Commission of the City of Geneva requesting amendments to Title 11 of the Geneva City Code (hereinafter referred to as the Zoning Ordinance), Chapter 2 Section 11-2-2 (Definitions of Words and Terms); Chapter 3 Section 11-3-12 (Wireless Services); and

**WHEREAS**, a Notice of Public Hearing on the application was duly published on June 27, 2018 in the Daily Herald, a newspaper of general circulation in the City of Geneva, in the manner and form as provided for zoning text amendment requests under Title 11 of the Geneva City Code, as amended, and a public hearing was held by the Plan Commission on July 12, 2018 and July 26, 2018 at the City Hall Council Chambers at 109 James Street, and the Plan Commission recommended approval of Zoning Ordinance Text Amendments as presented; and

**WHEREAS**, the City Council conducted a review of the Plan Commission recommendation on August 6, 2018 and concurs with the recommendation of the Plan Commission and finds that it is in the best interest of the City to amend the Zoning Ordinance.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GENEVA, KANE COUNTY, ILLINOIS THAT TITLE 11 OF THE GENEVA CITY CODE BE AMENDED AS FOLLOWS:**

**SECTION 1:** Section 11-2-2 (Definitions of Words and Terms) is hereby amended by deleting the terms and definitions for “antenna”, “communications tower, radio or television”, “no impact antenna facility”, “personal wireless service” and “satellite dish”.

**SECTION 2:** Section 11-2-2 (Definitions of Words and Terms) is hereby amended by adding the following terms and definitions, inserted in alphabetical order.

ALTERNATIVE STRUCTURE	A structure that is not primarily constructed for the purpose of holding Antennas but on which one or more Antennas may be mounted, such as buildings, water tanks, church steeples, and electric power transmission towers.
AMATEUR RADIO TOWER	A tower used for non-commercial amateur radio transmissions consistent with the “Complete FCC U.S. Amateur Part 97 Rules and Regulations” for amateur radio towers.
ANCILLARY STRUCTURE	For the purposes of Section 11-3-12 et seq., any form of development associated with a Wireless Communication Facility, including foundations, concrete slabs on grade, guy anchors, generators, and transmission cable supports, but excluding Equipment Cabinets.
ANTENNA OR ANTENNA ELEMENT:	Any apparatus designed for the transmitting and/or receiving of electromagnetic waves, including telephonic, radio or television communications. Types of

	elements include omni-directional (whip) antennas, sectionalized (panel) antennas, multi or single bay (FM & TV), yagi, or parabolic (dish) antennas.
ANTENNA ARRAY	A single or group of Antenna Elements and associated mounting hardware, transmission lines, or other appurtenances which share a common attachment device such as a mounting frame or mounting support structure for the sole purpose of transmitting or receiving electromagnetic waves
ASR	The Antenna Structure Registration number required by the FCC and FAA for many, but not all Towers.
BASE STATION	<p>Equipment and non-tower supporting structure at a fixed location that enable wireless telecommunications between user equipment and a communications network. Examples include transmission equipment mounted on a rooftop, water tank, silo or other above ground structure other than a Tower. The term does not encompass a Tower as defined herein or any equipment associated with a Tower. "Base Station" includes, but is not limited to:</p> <p>equipment associated with wireless telecommunications services such as private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul;</p> <p>radio transceivers, antennas, coaxial or fiber optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration (including Distributed Antenna Systems and Small-Cell Networks);</p> <p>any structure other than a Tower that, at the time the application is filed under Section 11-3-12 et seq., supports or houses equipment described in this definition that has been reviewed and approved under the applicable zoning or siting process, or under another City regulatory review process, even if the structure was not built for the sole or primary purpose of providing such support.</p> <p>"Base Station" does not include any structure that, at the time the application is filed under Section 11-3-12 et seq., does not support or house wireless communication equipment.</p>
BREAKPOINT DESIGN TECHNOLOGY	The engineering design of a monopole, or any applicable Support Structure, wherein a specified point on the monopole is designed to have stresses concentrated so that the point is at least five percent (5%) more susceptible to failure than any other point along the monopole so that in the event of a structural failure of the monopole, the failure will occur at the breakpoint rather than at the base plate, anchor bolts, or any other point on the monopole.
CO-LOCATION	The mounting or installation of transmission equipment on an Eligible Support Structure for the purposes of transmitting and/or receiving radio frequency

	signals for communications purposes so that installation of a new Support Structure will not be required.
COMBINED ANTENNA	An Antenna or an Antenna Array designed and utilized to provide services for more than one (1) wireless provider, or a single wireless provider utilizing more than one (1) frequency band or spectrum, for the same or similar type of services.
CONCEALED	<p>A Tower, Ancillary Structure, or Equipment Compound that is not readily identifiable as a Wireless Communication Facility and that is designed to be aesthetically compatible with existing and proposed building(s) and uses on a site or in the neighborhood or area.</p> <p>There are two types of Concealed facilities: 1) Antenna Attachments, including painted antenna and feed lines to match the color of a building or structure, faux windows, dormers or other architectural features that blend with an existing or proposed building or structure and 2) A freestanding concealed tower which looks like something else that is common in the geographic region such as a church steeple, windmill, bell tower, clock tower, light standard, flagpole with a flag that is proportional in size to the height and girth of the tower, or tree that grows naturally or is commonly found in the area.</p>
DAY:	A calendar day
DEVELOPMENT AREA:	The area occupied by a Wireless Communication Facility including areas inside or under an antenna-support structure's framework, Equipment Cabinets, Ancillary Structures, and/or access ways.
DUAL PURPOSE FACILITY	A banner pole, light stanchion, support tower for overhead electric lines, or other similar utility structure onto which one or more Antenna(s) are or can be mounted or attached.
ELIGIBLE FACILITY	Existing wireless Tower or Base Station that has been approved through a local government land use review process prescribed for the Tower or Base Station.
ELIGIBLE FACILITY REQUEST	Any request for modification of an existing Tower or Base Station involving co-location of new transmission equipment; removal of transmission equipment; or replacement of transmission equipment that does not Substantially Change the physical dimensions of such Tower or Base Station.

ELIGIBLE SUPPORT STRUCTURE	Any Tower or Base Station existing at the time a wireless communications facility application is filed with the City.
EQUIPMENT CABINET	Any structure above the base flood elevation used exclusively to contain equipment necessary for the transmission or reception of communication signals.
EQUIPMENT COMPOUND	The fenced-in area surrounding, inside or under a ground-based wireless communication facility containing Ancillary Structures and equipment (such as cabinets, shelters, and pedestals) necessary to operate an Antenna that is above the base flood elevation.
EQUIPMENT SHELTER	A self-contained building housing ancillary electronic equipment typically including a generator.
EXISTING	A constructed Tower or Base Station is "existing" for purposes of Section 11-2-2 et seq. if it has been reviewed and approved under an applicable City land use review process. "Existing" also includes a Tower that was lawfully constructed but not reviewed because it was not in a zoned area when it was built.
FEED LINES	Cables or fiber optic lines used as the interconnecting media between the Base Station and the Antenna.
FLUSH-MOUNTED	Antenna or Antenna Array attached to the face of a Support Structure or building such that no portion of the Antenna(s) extend(s) above the height of the Support Structure or building. The maximum flush-mounting distance, if prescribed, shall be measured from the outside edge of the Support Structure or building to the inside edge of the Antenna.
GEOGRAPHIC SEARCH AREA	An area designated by a wireless provider or operator for a new Base Station, produced in accordance with generally accepted principles of wireless engineering.
NON-CONCEALED	A Telecommunication Facility that is readily identifiable as such (whether freestanding or attached).
OTARD	Over the air reception devices which are limited to either a "dish" antenna one meter (39.37 inches) or less in diameter designed to receive direct broadcast

	satellite service, including direct-to-home satellite service, or to receive or transmit fixed wireless signals via satellite, or an antenna that is one meter or less in diameter and is designed to receive video programming services via broadband radio service (wireless cable), or to receive or transmit fixed wireless signals other than via satellite or an antenna that is designed to receive local television broadcast signals.
PERSONAL WIRELESS SERVICE FACILITIES:	Any staffed or unstaffed location for the transmission and/or reception of radio frequency signals or other personal wireless communications, including commercial mobile services, unlicensed wireless services, wireless broadband services, and common carrier wireless exchange access services as defined in the Telecommunications Act of 1996, and usually consisting of an Antenna or group of Antennas, transmission cables, feed lines, Equipment Cabinets or Shelters, and may include a Tower. Facilities may include new, Replacement, or existing Towers, Replacement Towers, co-location on existing towers, Base Station attached Concealed and Non-concealed Antenna, dual purpose facilities, Concealed Towers, and Non-concealed Towers (monopoles, lattice and guyed), so long as those facilities are used in the provision of personal wireless services as that term is defined in the Telecommunications Act.
QUALIFIED CO-LOCATION REQUEST	Co-location of PWSF on a Tower or Base Station that creates a Substantial Change in the facility but is entitled to processing within 90 days under 47 U.S.C. §332(c)(7).
RADIO FREQUENCY EMISSIONS	Any electromagnetic radiation or other communications signal emitted from an Antenna or antenna-related equipment.
RADIO FREQUENCY PROPAGATION ANALYSIS	Computer modeling to show the level of signal saturation in a given geographical area.
REPLACEMENT	A modification of an existing Tower to increase the height, or to improve its integrity, by replacing or removing one (1) or several Tower(s) located in proximity to a proposed new Tower in order to encourage compliance with Section 11-3-12, or improve aesthetics or functionality of the overall wireless network.
SATELLITE EARTH STATION:	A single or group of parabolic or dish antennas mounted to a support device that may be a pole or truss assembly attached to a foundation in the ground, or in some other configuration, including the associated separate Equipment Cabinets necessary for the transmission or reception of wireless communications signals with satellites.

SITE	For Towers other than Towers in the public rights-of-way, the boundaries of the leased or owned property on which the Towers are or are proposed to be situated.
SMALL CELL FACILITY	<p>A Wireless Service Facility that meets both of the following qualifications:</p> <ol style="list-style-type: none"> <li>1. Each Antenna is located inside an enclosure of no more than six (6) cubic feet in volume or, in the case of an Antenna that has exposed elements, the Antenna and all of its exposed elements could fit within an enclosure of no more than six (6) cubic feet; and</li> <li>2. Primary equipment enclosures are no larger than twenty-five (25) cubic feet in volume. The following associated equipment may be located outside of the primary equipment enclosure and, if so located, is not included in the calculation of equipment volume: Electric meter, concealment, telecommunications demarcation box, ground-based enclosures, back-up power systems, grounding equipment, power transfer switch, and cut-off switch.</li> </ol>
SMALL CELL NETWORK	A collection of interrelated Small Cell Facilities designed to deliver Wireless Service.
STANCHION	A vertical Support Structure generally utilized to support exterior lighting elements
STREAMLINED PROCESSING	Expedited review process for co-locations required by the federal government (Congress and/or the FCC) for PWSF.
STRUCTURAL INTEGRITY	For wireless communication facilities, compliance with conditions set forth in ANSI/EIA/TIA 222-G (as amended) Class II Exposure C structural/wind loading standards
SUBSTANTIAL CHANGE	<p>A modification or co-location constitutes a “substantial change” of an Eligible Support Structure if it meets any of the following criteria:</p> <ol style="list-style-type: none"> <li>1. A PWSF co-location or modification of an existing antenna-supporting structure not in a public right of way increases the overall height of the antenna-supporting structure, Antenna and/or Antenna Array more than 10% or 20 feet, whichever is greater. A PWSF co-location on an existing antenna-supporting structure within a public right of way increases the overall height of the antenna-supporting structure, Antenna and/or Antenna Array more than 10% or 10 feet, whichever is greater.</li> </ol>

	<ol style="list-style-type: none"> <li>2. A PWSF co-location for Towers not in a public right of way protrudes from the antenna-supporting structure more than 20 feet or the width of the structure at the elevation of the co-location, and for Towers within a public right of way, protrudes from the antenna-supporting structure more than 6 feet.</li> <li>3. A PWSF co-location on an existing antenna-supporting structure fails to meet current building code requirements (including windloading).</li> <li>4. A PWSF co-location adds more than 4 additional Equipment Cabinets or 1 additional Equipment Shelter.</li> <li>5. A PWSF co-location requires excavation outside of existing leased or owned parcel or existing easements.</li> <li>6. A PWSF co-location defeats any existing concealment elements of the antenna-supporting structure.</li> <li>7. A PWSF co-location fails to comply with all conditions associated with the prior approval of the antenna-supporting structure except for modification of parameters as permitted in Section 11-3-12 et seq.</li> </ol>
SUPPORT STRUCTURE	Anything constructed or erected, the use of which requires permanent location on the ground, or attachment to something having a permanent location on the ground.
TEMPORARY PWSF	A temporary Tower or other structure that provides interim short-term telecommunications needed to meet an immediate demand for service in the event of an emergency or a public event where a permanent wireless network is unavailable or insufficient to satisfy the temporary increase in demand or when permanent PWSF equipment is temporarily unavailable or offline.
TOWER	<p>Any Support Structure built for the primary purpose of supporting any Antennas and associated facilities for commercial, private, broadcast, microwave, public, public safety, licensed or unlicensed, and/or fixed or Wireless Services. A tower may be Concealed or Non-concealed. Non-concealed towers include:</p> <p><u>Guyed</u> - A style of tower consisting of a single truss assembly composed of sections with bracing incorporated. The sections are attached to each other, and the assembly is attached to a foundation and supported by a series of wires that are connected to anchors placed in the ground or on a building.</p> <p><u>Lattice</u> - A self-supporting tapered style of tower that consists of vertical and horizontal supports with multiple legs and cross bracing, and metal crossed strips or bars to support antennas.</p> <p><u>Monopole</u> - A style of freestanding tower consisting of a single shaft usually</p>

	composed of two (2) or more hollow sections that are in turn attached to a foundation. This type of tower is designed to support itself without the use of guy wires or other stabilization devices. These facilities are mounted to a foundation that rests on or in the ground or on a building's roof. All feed lines shall be installed within the shaft of the structure.
TOWER BASE	The foundation, usually concrete, on which the Tower and other support equipment are situated. For measurement calculations, the tower base is that point on the foundation reached by dropping a perpendicular from the geometric center of the tower.
TOWER HEIGHT	The vertical distance measured from the grade line to the highest point of the Tower, including any Antenna, lighting or other equipment affixed thereto.
TOWER SITE	The land area that contains, or will contain, a proposed Tower, Equipment Compound, Support Structures and other related buildings and improvements.
TRANSMISSION EQUIPMENT	Equipment that facilitates transmission of communication service (whether commercial, private, broadcast, microwave, public, public safety, licensed or unlicensed, fixed or wireless), such as radio transceivers, antennas, coaxial or fiber-optic cable, and regular and backup power supply.
WIRELESS COMMUNICATION FACILITIES	At a specific physical location, one or more Antenna, Tower, Base Station, mechanical and/or electronic equipment, conduit, cable, and associated structures, enclosures, assemblages, devices and supporting elements that generate or transmit nonionizing electromagnetic radiation or light operating to produce a signal used for communication, including but not limited to all types of communication facilities defined further herein.

**SECTION 3:** Section 11-3-12 (Wireless Services) is hereby deleted in its entirety and replaced with the following language:

**SECTION 11-3-12: -WIRELESS COMMUNICATION FACILITIES:**

- A. Purpose: The City Council (hereafter, collectively, the "Council") finds that it is necessary and beneficial for the health, safety and welfare of the community to develop these regulations for development of Wireless Communication Facilities ("Facilities") in the City in order to:
- promote the health, safety, and welfare of the public and minimize impacts of Facilities on surrounding land uses;
  - establish standards for location, structural integrity, and compatibility;
  - encourage the location and co-location of equipment on existing structures in order to reduce the need for new Towers, thereby minimizing visual clutter, public safety impacts, and effects upon the natural environment and wildlife;

- accommodate the growing need and demand for Telecommunication services while protecting the character of the City and its neighborhoods;
- encourage the availability of affordable, high-speed internet and cellular telephone access for businesses and residents, acknowledging that a growing number of businesses are conducted in whole or in part from homes and/or on-the-go, that increasingly education incorporates on-line learning necessitating good home internet connections for students and faculty, and that government participation and emergency services to the general public are enhanced by fast and reliable cellular and home internet connectivity;
- encourage coordination between suppliers and providers of Telecommunications Services to maximize use of existing Facilities and structures;
- establish predictable and balanced regulations within the authority reserved for local land use determination;
- respond to the mandates of the Telecommunications Act of 1996, the Middle Class Tax Relief and Job Creation Act of 2012, Illinois SB 1451, and other applicable federal and state laws limiting local discretion to regulate location of Personal Wireless Service Facilities (PWSF);
- ensure that applications are reviewed and acted upon promptly, without unreasonable discrimination between providers of functionally equivalent personal Wireless Services, and so as not to prohibit or have the effect of prohibiting personal Wireless Services;
- encourage Concealed technologies and the use of public lands, buildings, and structures as locations for Facilities;

B. Definitions: All defined terms used herein are defined in Section 11-2-2 of this title.

C. Use Provisions: A public utility service use which satisfies the definition of "personal wireless services" in Section 11-2-2 of this title shall be considered a special use in all zoning districts, except, however, such use may be established as a permitted use in the following locations:

1. City water tower generally located at the northeast corner of Kirk Road and Fabyan Parkway.
2. City water tower generally located at the southwest corner of Dodson Street and Eastside Drive.
3. City water tower generally located at the southwest corner of Logan Avenue and Gray Street.
4. Tri-Com telecommunications tower located at the city public works facility with a common address of 1800 South Street.

Establishment of such permitted use in these locations will require a lease agreement with the city. No Wireless Communications Facility shall be altered, added to, installed, constructed or permitted unless the applicant has shown compliance with all the requirements of this Section. The requirements of Section 11-3-12 apply to all Wireless Communication Facilities, whether Concealed or not, whether above-ground or underground, including but not limited to existing Towers, proposed Towers, public Towers, Replacement of Towers, Ancillary Structures and equipment, Co-location on existing Towers, Base Stations, temporary PWSF, and PWSF facilities, subject to the Exceptions in subsection D below, which shall not require a permit under this Section.

- D. Exceptions: This section shall apply to all Wireless Communication Facilities in all zoning districts, but shall not apply to:
1. Any Wireless Communication Facility which meet the “small wireless facility” or “micro wireless facility” definitions as set forth in Title 8, Chapter 3 of this Code and are located within a public right of way in any zoning district or are located outside a public right of way but on property located in a commercial or industrial zoning district, which shall be permitted in accordance with Title 8, Chapter 3;
  2. An Amateur Radio Tower less than 70 feet in height that is used exclusively for non-commercial purposes and which may not be used to collocate commercial Wireless Services, which shall not require a permit;
  3. A government-owned Wireless Communication Facility erected for a state of emergency officially declared by a federal, state or local government and where the City Administrator or designee has made a written determination of public necessity for the facility, and only during the duration of the state of emergency;
  4. A government-owned public safety facility; or
  5. Over-the-air reception devices (OTARD), including Satellite Earth Stations, so long as the device does not require construction of a Tower or other structure exceeding 12 feet above the home or building and the device is no more than one meter in diameter in a residential district or two meters in any other district, which shall be regulated pursuant to Section 11-3-7 above.
- E. Siting & Design Preferences:
1. Compliance with Siting Preferences: For every application for siting of new Wireless Communication Facilities on or above ground level (except temporary PWSF and co-locations), the applicant must submit an affidavit by a radio frequency engineer demonstrating compliance with the Siting Preferences of Section 11-3-12-E below. Where a lower ranking alternative is proposed, the affidavit must address why each of the higher ranked options are not technically feasible, practical, and/or justified.
    - a. Where the application is for siting of PWSF, whether for a new facility, Replacement facility or co-location, the following additional decision-making requirements apply:
      - (i) If the application is denied, the decision maker shall issue the decision in writing, including the bases for the denial, which must be supported by substantial evidence contained in a written record. The written bases for the decision must be issued contemporaneously with the decision.
      - (ii) The application cannot be denied, nor can conditions be applied or required, based upon considerations of radio frequency (RF) emissions safety, other than to require the applicant to demonstrate that all applicable FCC rules are satisfied.
  2. The Siting Preferences are, in order:
    - a. Small Cell Facility

- (i) Attached
  1. Concealed on City-owned property, right-of-way or public easement
  2. Concealed on other public property
  3. Concealed on non-public property
  4. Non-concealed on City-owned property, right-of-way or public easement
  5. Non-concealed on other public property
  6. Non-concealed on non-public property
- (ii) New Freestanding Small Cell Facility
  1. Concealed on City-owned property, right-of-way or public easement
  2. Concealed on other public property
  3. Concealed on non-public property
  4. Non-concealed on City-owned property, right-of-way or public easement
  5. Non-concealed on other public property
  6. Non-concealed on non-public property
- b. Replacement of existing Wireless Communication Facility in any zoning district
- c. Concealed antenna(s) on a base station
- d. Non-concealed Antenna(s) on a Base Station
  - (i) On City-owned property in any non-residential zoning district
  - (ii) On other public property in any non-residential zoning district
  - (iii) On non-public property in any Business Zone
- e. Co-location or combined wireless communication facility
- f. Concealed freestanding towers
  - (i) On City-owned property in any non-residential zoning district
  - (ii) On other public property in any non-residential zoning district
  - (iii) On non-public property in any zoning district
- g. Preferred concealment type (wherever located)
  - (i) Tree of a type naturally occurring or normally found in the geographic area
  - (ii) Church steeple
  - (iii) Bell or clock tower
- h. Non-concealed towers
  - (i) On City owned property in any non-residential zoning district
  - (ii) On other public property in any non-residential zoning district
  - (iii) On non-public property in any non-residential zoning district
- i. Preferred tower type (wherever located)
  - (i) Monopole
  - (ii) Lattice

## (iii) Guyed

## F. General Development Standards:

1. The development of additional wireless communication facilities shall be accomplished with the objective of co-locating multiple service providers on a single structure to the greatest extent technically feasible. Any existing site where a legal wireless communication facility is located shall be considered a preferred location over any new service structure.
2. Before proceeding with the placement, construction and/or modification of a wireless communication facility, a building permit shall first be obtained by the owner or his agent, and such placement, construction and/or modification shall conform to the applicable provisions of the building code of the city.
3. Wireless communication facilities shall comply with applicable state and federal regulations, including, but not limited to, that of the FCC and FAA.
4. Wireless communication facilities shall be constructed of noncombustible and corrosive resistant material.
5. Wireless communication facilities shall be erected in a secure and wind resistant manner and shall be compliant with the ANSI/EIA/TIA 222-G (as amended) Class II Exposure C structural/wind loading standards applicable in Geneva, IL.
6. Wireless communication facilities must be adequately grounded for protection against a direct strike of lightning.
7. Prior to the issuance of a building permit, the city shall determine that the new facility will not interfere with any city communication system. Additionally, the petitioner must demonstrate that the proposed facility will not interfere with residential or commercial applications. If any interference is reported, the owner of the facility shall investigate and mitigate the interference, if any, utilizing the procedures set forth in the joint wireless industry-public safety "Enhanced Best Practices Guide," released by the FCC in Appendix D of FCC 04-168 (released August 6, 2004), including the "Good Engineering Practices," as may be amended or revised by the FCC from time to time in any successor regulations.
8. Any proposed wireless communication facility shall be designed so as to minimize the visual impact of the facility by blending it into the existing aesthetic of the area or buffering the facility from view. As part of the application process, applicants for any proposed wireless communications facility shall be required to certify compliance with or exemption from Section 106 of the National Historic Preservation Act and the Illinois State Agency Historic Resource Preservation Act.
9. Wireless communication facilities not located on a tower or other support structure designed primarily for communications services shall also meet the following standards in addition to those enumerated in 1-8 above:
  - a. If the facility is concealed, the top of Antenna(s) shall not be more than 35 feet above the existing or proposed building or structure, except that Antenna(s) located on the perimeter of the Supporting Structure shall not be more than ten feet above the Supporting Structure;
  - b. If the facility is non-concealed, the top of the Antenna shall not be more than 20 feet above the existing or proposed building or structure and shall not be located on the perimeter of the Supporting Structure;

- c. New Antenna mounts shall be flush-mounted onto existing structures, unless it is demonstrated through radio frequency (RF) propagation analysis that flush-mounted antennas will not meet the network objectives of the desired coverage area;
  - d. New Antenna mounts shall meet the setbacks and height restrictions of the underlying zone district;
  - e. When attached Base Station antenna(s) and equipment is/are to be located on a nonconforming building or structure, the existing permitted nonconforming setback or height shall prevail;
  - f. Concealed Base Station attached Antennas, feed lines and Antennas shall be designed to architecturally match the façade, roof, wall, and/or structure on which they are affixed so that they blend with the existing structural design, color, and texture; and
  - g. No signage shall be allowed on an Antenna or Antenna Array that is located on an Alternative Structure; however, the Alternative Structure itself may have a sign that was otherwise approved as part of a non-Wireless Communications Facility development application or sign permit.
10. New wireless communication facilities located on a tower or support structure constructed for wireless communication purposes shall meet the following standards in addition to those enumerated in 1-8 above:
- a. Height.
    - (i) New Concealed Towers shall be limited to 100 feet in height. Height calculations shall be made in accordance with FAA standards, and shall include all appurtenances.
    - (ii) New Non-concealed Towers shall be limited to 80 feet in height.
  - b. Setbacks. A new Tower shall be subject to the setbacks described below for breakpoint technology:
    - (i) If the Tower has been constructed using Breakpoint Design Technology (see 'Definitions' in Section 11-2-2), the minimum setback distance shall be equal to 110 percent (110%) of the distance from the top of the structure to the breakpoint level of the structure plus 20 feet or the minimum side and rear yard requirements, for that zoning district, whichever is greater. Certification by a registered professional engineer licensed by the State of Illinois of the breakpoint design and the design's fall radius must be provided together with the other information required herein from an applicant. (For example, on a 100-foot tall monopole with a breakpoint at eighty (80) feet, the minimum setback distance would be twenty-two (22) feet (110 percent of twenty (20) feet, the distance from the top of the monopole to the breakpoint) plus twenty (20) feet or the minimum side and rear yard setback requirements for that zoning district, whichever is greater.
    - (ii) If the concealed tower is not constructed using breakpoint design technology, the minimum setback distance shall be equal to the height of the proposed tower plus twenty (20) feet or the minimum side and rear yard setback requirements for that zoning district, whichever is greater.
  - c. Equipment Cabinets and Equipment Shelters. Electronic equipment shall be contained in either (i) Equipment Cabinets or (ii) Equipment Shelters. Equipment Cabinets shall not be visible from pedestrian and right-of-way views. Equipment Cabinets may be provided within the principal building on the lot, behind a screen on a rooftop, or on the ground within the fenced-in and screened equipment compound.

- d. Fencing. All Equipment Compounds shall be enclosed with an opaque fence or masonry wall in residential zoning districts and in any zoning district when the equipment compound adjoins a public right-of-way. Alternative equivalent screening as described in subsection (e)(v) below may be approved through the site plan approval process.
- e. Buffers. The equipment compound shall be landscaped with a minimum ten (10) foot wide perimeter buffer containing the following planting standards:
  - (i) All plants and trees shall be indigenous to northern Illinois.
  - (ii) Existing trees and shrubs on the site should be preserved and may be used in lieu of required landscaping as approved by the Building Inspector.
  - (iii) One (1) row of evergreen trees with a minimum two (2) inch caliper, twenty-five (25) foot on center.
  - (iv) Evergreen shrubs capable of creating a continuous hedge and obtaining a height of at least five (5) feet shall be planted, minimum three (3) gallon or twenty-four (24) inches tall at the time of planting, five (5) foot on center.
  - (v) Alternative landscaping plans which provide for the same average canopy and understory trees but propose alternative locating on the entire subject property may be considered and approved by the Building Inspector, provided the proposed alternative maximizes screening as provided above, and is otherwise consistent with the requirements of this section.
- f. Signage. Commercial messages shall not be displayed on any Concealed Tower. Required noncommercial signage shall be subject to the following:
  - (i) The only signage that is permitted upon a Concealed Tower, Equipment Cabinets, Shelters or fence shall be informational, and for the purpose of identifying the tower (such as ASR registration number), as well as the party responsible for the operation and maintenance of the facility, and any additional security and/or safety signs as applicable.
  - (ii) If more than 220 voltage is necessary for the operation of the facility and is present in a ground grid or in the Tower, signs located every twenty (20) feet and attached to the fence or wall shall display in large, bold, high contrast letters, minimum height of each letter four (4) inches, the following: "HIGH VOLTAGE - DANGER."
  - (iii) Name plate signage shall be provided, in an easily visible location, including the address and telephone number of the contact to reach in the event of an emergency or equipment malfunction, including property manager signs as applicable.
- g. Lighting. Lighting on Towers shall not exceed the Federal Aviation Administration (FAA) minimum standards. All other lighting shall be subject to the following.
  - (i) Any lighting required by the FAA must be of the minimum intensity and number of flashes per minute (i.e., the longest duration between flashes) allowable by the FAA. Dual lighting standards are required with strobe during daytime and red flashing lights at night unless prohibited by the FAA.
  - (ii) Lights shall be filtered or oriented so as not to project directly onto surrounding property or rights-of-way, consistent with FAA requirements.
- h. Equipment Compound. The fenced-in compounds shall not be used for the storage of any excess equipment or hazardous materials. No outdoor storage yards shall be

allowed in a tower equipment compound. The compound shall not be used as habitable space.

i. Visibility

(i) Concealed:

1. New Concealed Towers shall be designed to match adjacent structures and landscapes with specific design considerations such as architectural designs, height, scale, color, and texture.
2. New Antenna mounts shall be concealed and match the Concealed Tower.
3. In residential zoning districts and in mixed use zoning districts that include residential uses, new Concealed Towers shall not be permitted on lots where the primary use or principal structure is single-family or two-family residential, group living, day care, or a multi-family structure of fewer than three stories. Examples of land uses/structure types in residential areas where the site may include a Concealed Tower are: school, religious assembly, fire station, hospital, or other similar institutional / civic uses/structures.

(ii) Non-concealed: New Antenna mounts shall be flush-mounted, unless it is demonstrated through RF propagation analysis that flush-mounted Antennas will not meet the network objectives of the desired coverage area.

(iii) Concealed and Non-concealed:

1. New concealed and Non-concealed Towers shall be configured and located in a manner that shall minimize adverse effects including visual impacts on the landscape and adjacent properties.
2. A balloon test shall be required subsequent to the receipt of the photo simulations in order to demonstrate the proposed height and concealment solution of the proposed wireless communication facility. The applicant shall arrange to raise a red or orange colored balloon no less than three (3) feet in diameter at the maximum height of the proposed tower, and within twenty-five (25) horizontal feet of the center of the proposed tower. The applicant shall meet the following for the balloon test:
  - Applicant must inform the Building Inspector and abutting property owners in writing of the date and times, including alternative date and times, of the test at least fourteen (14) days in advance.
  - A 3' by 5' sign with lettering no less than 3 inches high stating the purpose of the balloon test shall be placed at closest major intersection of proposed site.
  - The date, time, and location, including alternative date, time and location, of the balloon test shall be advertised in a locally distributed paper by the applicant at least seven (7) but no more than fourteen (14) days in advance of the test date.
  - The balloon shall be flown for at least four (4) consecutive hours during daylight hours on the date chosen. The applicant shall record the weather, including wind speed during the balloon test.
  - Re-advertisement will not be required if inclement weather occurs.

3. All towers regulated under this section shall be constructed structurally to accommodate no fewer than four (4) Antenna Array of equal loading capacity.
4. Grading shall be minimized and limited only to the area necessary for the new Tower and Equipment Compound.
5. Sounds. No unusual sound emissions such as alarms, bells, buzzers, or the like are permitted. Emergency generators are allowed. Sound levels shall not exceed .65 db as measured at the property boundaries.

11. Replacement wireless communication facilities.

- a. Replacement proposals must demonstrate in their application by clear and convincing competent evidence that Replacement will accomplish at least one of the following:
  - (i) Reduction in the number of Wireless Communication Facility Support Structures or Towers;
  - (ii) Replacement of a Non-concealed Tower with a Concealed Tower
  - (iii) Significant reduction of the visual impact of a Wireless Communication Facility;
  - (iv) Replacement of an existing Tower with a new Tower so as to improve network functionality resulting in compliance with this Section; and/or
  - (v) Replacement of an existing Support Structure to increase the number of Wireless Service Providers located on such structure.
- b. Replacement Development Standards. Replacement wireless communication facilities shall meet the meet the following standards in addition to those enumerated in 1-8 above:
  - (i) Setbacks: A new Tower approved for Replacement shall not be required to meet new setback standards so long as the new Tower and its Equipment Compound are no closer to any property lines or dwelling units as the tower and Equipment Compound being replaced. The intent is to encourage the replacement process, not penalize the tower owner for the change out of the old facility. (For example, if a new Tower is replacing an old Tower, the new Tower is permitted to have the same setbacks as the Tower being removed, even if the old Tower had nonconforming setbacks.)
  - (ii) Height: The height of the Replacement Tower or Support Structure shall not create a Substantial Change of the facility being replaced.
  - (iii) Breakpoint technology: A Replacement monopole tower shall use breakpoint technology in the design of the replacement facility.
  - (iv) Visibility: Replacement Towers or Support Structures shall be configured and located in a manner that minimizes adverse effects on the landscape and adjacent properties, with specific design considerations as to height, scale, color, texture, and architectural design of the buildings on the same and adjacent zoned lots.

12. Co-location of wireless communication facilities.

- a. Development Standards. Co-location applicants shall meet the following standards in addition to those enumerated in 1-8 above. The City requires co-location of Wireless Communication Facilities on Existing Towers or Base Stations as a priority over new Towers or Base Stations where such co-location is possible. An administrative permit

shall be required for co-location of facilities on an Existing Tower or Base Station, and is subject to the following:

- (i) A co-located Antenna or Antenna Array shall not exceed the maximum height prescribed in the applicable land use permit or increase the height of an Existing Tower by more than 20 feet and shall not affect any Tower lighting, except as provided for herein below. A co-location that does not create a Substantial Change in the Tower or Support Structure shall be approved within 60 days (subject to tolling) in accordance with subsection G below.
- (ii) If the applicant who seeks to co-locate demonstrates a coverage gap that cannot be addressed by a co-location that meets the height limitations of subsection 10 a. above, the applicant may request a variance of the height limitation. If the co-location is a qualified co-location under 47 U.S.C. §332(c)(7), the Public Works Director or designee shall render a decision within 90 days, subject to tolling, in accordance with subsection G below.
- (iii) New antenna mounts shall be flush-mounted onto existing structures, unless it is demonstrated through radio frequency (RF) propagation analysis that flush-mounted antennas will not meet the network objectives of the desired coverage area.
- (iv) The Equipment Cabinet shall be subject to the setback requirements of the underlying zoning district.
- (v) When a co-located Antenna is to be located on a nonconforming building or structure, then the existing permitted nonconforming setback shall prevail.
- (vi) No signage shall be permitted on an Antenna or Antenna Array that is co-located on an alternative Support Structure; however, the Support Structure may itself be an existing sign, so long as the sign was approved through a non-Wireless Communication Facility development permit or sign permit.

#### G. Processing Timelines and Procedures.

##### 1. Streamlined processing for co-location of PWSF.

- a. If the applicant believes its Co-location application is an Eligible Facilities Request or a Qualified Co-location Request, the applicant must submit:
  - (i) A complete Co-location application specifically requesting streamlined processing and stating the applicable permitting time-frame (e.g., 60 days for Eligible Facilities Request or 90 days for Qualified Co-Location Request);
  - (ii) Documentation evidencing that any structure proposed to be replaced or modified has previously been subject to zoning/development approval by the City;
  - (iii) Documentation evidencing the replacement/modification does not create a Substantial Change in the underlying support structure or Tower, or a statement that it does create a Substantial Change;
  - (iv) Documentation that the proposed modifications will be used to provide personal Wireless Services.

- b. The Public Works Director or designee shall review and decide Eligible Facilities Request applications for co-location of PWSF.
- c. The Public Works Directors or designee will notify the applicant within thirty (30) days of submission (or within some other mutually agreed upon timeframe) if the submission is incomplete, identifying the specific deficiencies in the application which, if cured, would make the application complete.
- d. Upon notice of deficiency, the timeline for a decision shall be tolled until the applicant re-submits to correct such deficiency. The Public Works Director or designee shall, within ten (10) days of re-submission, notify the applicant of continuing deficiencies or the application will be deemed complete. The timeline for a decision shall be likewise tolled during the additional re-submission deficiency period until the 2<sup>nd</sup> resubmission. Upon resubmitting of the revised application the Public Works Director or designee shall follow the process identified herein, until all deficiencies identified are deemed cured.

If the Public Works Director or designee fails to provide such notification, the application will be deemed complete.

The Public Works Director or designee's decision shall be in writing and shall be postmarked to the applicant within 60 days after the initial submission, excluding any tolling period, for an Eligible Facilities Request, or, for a Qualified Co-location, within 90 days after the initial submission, excluding any tolling period, or within some other mutually agreed upon timeframe.

If the City does not respond in writing to an Eligible Facilities Request within the specified timeframe, the application shall be deemed approved. If the City does not respond in writing to a request for a Qualified Co-location within the specified timeframe, the applicant may pursue its remedies established by federal or state law.

## 2. Processing for New PWSF Tower Applications.

A new PWSF Tower, whether Concealed or Non-concealed, shall be reviewed and a decision rendered within one hundred and fifty (150) days of receipt of the application, subject to any applicable tolling for application deficiencies and resubmissions as described in subsection (d) above, so long as the applicant demonstrates that the facilities will be used, immediately upon completion of construction, to provide personal Wireless Services, or within such other mutually agreed upon time. ("Spec" towers are not entitled to review and decision within 150 days, or to any of the other protections of the Telecommunications Act.) Construction permits issued for new PWSF Towers shall be valid for a term of eighteen (18) months and shall lapse and be void if construction of the contemplated PWSF structure is not completed within that time.

## H. Application and Fees.

1. Application materials required for Wireless Communication Facilities shall be in accordance with this Section 11-3-12. The application form and requirements are specific to the type of Wireless Communication Facility.
2. The City Council shall establish fees to cover or offset the processing cost of all permits under Section 11-3-12 which will be included in the development fee schedule. Every application for a Wireless Communication Facility shall be accompanied by the full payment

of the fee established for the type of facility requested. Payment of fees is required in order for an application to be considered complete. The fee shall not be, in whole or in part, deferred or waived.

3. The City Council reserves the right to require, in its sole discretion, a supplemental review by experts for any application for a Wireless Communication facility where the complexity of the analysis requires technical expertise, and/or for any request to vary any standard articulated under Section 11-3-12, and all the costs of such review shall be borne by the applicant, in addition to scheduled fees.
  4. Based on the results of the supplemental review, the Public Works Director or designee may require changes to or supplementation of the applicant's submittal(s).
  5. The supplemental review may address any or all of the following:
    - a. The accuracy and completeness of the application and any accompanying documentation.
    - b. The applicability of analysis techniques and methodologies.
    - c. The validity of conclusions reached.
    - d. Whether the proposed Wireless Communication Facility complies with the applicable approval criteria and standards of the Zoning Regulations and other applicable law.
- I. Inspection / Abandonment / Discontinued Use.
1. Wireless Communication Facility owners (other than amateur radio towers) shall submit a report to the Public Works Department certifying structural and electrical integrity, as well as continued compliance with RF exposure standards specified in OET-65, upon activation of the facility and thereafter annually on the anniversary of the certificate of completion.
  2. All Wireless Communication Facility structures, equipment, fencing and devices shall be removed from the property and the site returned to its natural state and topography and vegetated consistent with the natural surroundings or current surrounding land uses at the property owner's and/or service provider's expense within 180 days of cessation of use, or within 90 days of cessation of use if the abandonment is associated with a Replacement Facility. The City may extend the time for removal and site restoration up to 60 additional days if the owner or service provider so requests and shows good and unique cause for the extension. If removal and/or site restoration is not accomplished within the prescribed time, the City may initiate removal and restoration within 30 days following written notice to the property owner, and the property owner and service provider shall be jointly and severally responsible for all costs associated with the removal and restoration. Fiber optic conduit and cable, whether below or above ground, that is or has been abandoned or the use of which is discontinued for one year shall become the property of the City of Geneva. Easements for the maintenance of such conduit/cable shall also become the property of the City of Geneva, which shall have all the benefit and interest of the original easement holder with respect to installation, maintenance and repair of conduit/cable. In order to guarantee said removal, the applicant for a building permit for placement of wireless communication facilities must post and maintain as a condition of the permit an irrevocable letter of credit, performance bond or other security as approved by the city attorney, in an amount equal to one hundred fifteen percent (115%) of the estimated cost of removal. Terms and conditions

regarding the required removal and performance guarantee provisions of this section shall be established as a condition of a special use ordinance.

J. Required Information For Special Use Applications: In addition to the requirements set forth in section 11-14-6 of this title, each application submitted for a special use permit authorizing the placement, construction and/or modification of a wireless communication facility shall be accompanied by the following information:

1. Evidence that good faith efforts were made to locate the facility on a permitted use site identified in subsection A of this section, or at the highest possible preference location/type identified in subsection E of this section, as well as technical documentation that proves that locating on said permitted use site or on higher ranked location/type in subsection E is not feasible.
2. Proof that the proposed site is essential to meet the service demands in the geographic area.
3. A written facilities plan, including a list of all existing and known future facilities within the corporate limits of the city within the next five (5) years. The facilities plan shall include a map depicting the location of all existing and known future facility locations, including the type of antenna installation and the radio frequency range of each antenna.
4. Documentation showing that the proposed facility meets the building standards and setback requirements set forth in subsection F of this section.
5. A site plan depicting the proposed tower and any accessory buildings or facilities located on the ground.

**SECTION 4:** That Title 11 of the Geneva City Code, as heretofore and hereinabove amended, shall otherwise remain in full force and effect.

**SECTION 5:** This ordinance shall become effective from and after its passage as in accordance with law. Consent is hereby given for publication of this ordinance in pamphlet form.

**PASSED** by the City Council of the City of Geneva, Kane County, Illinois, this \_\_\_\_ day of \_\_\_\_\_ 2018.

AYES:\_\_\_\_ NAYS:\_\_\_\_ ABSENT:\_\_\_\_ ABSTAINING:\_\_\_\_ HOLDING OFFICE:\_\_\_\_

**APPROVED** by me as Mayor of the City of Geneva, Kane County, Illinois, this \_\_\_\_ day of \_\_\_\_\_ 2018.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk