

AGENDA

CITY OF PLANO

COMMITTEE OF THE WHOLE

March 27, 2023

**Immediately following the City Council
meeting**

1. CITIZEN'S COMMENTS

2. Cintas Contract

Documents:

[CINTAS CONTRACT .PDF](#)

3. Discuss Removing Certification Limits

4. Non-Union Raises

5. City Administrator Position

Documents:

[DRAFT PLANO CITY ADMINISTRATOR 03102302.PDF](#)

6. FY '24 Budgets

7. CITIZEN'S COMMENTS

8. Aldermen Comments/Questions



FACILITIES SOLUTIONS AGREEMENT

Location No. 344
 Contract No. _____
 Customer No. 15641142
 Main Corporate Code → **New CC 13218**

Date 3/8/2023
 Customer/Participating Agency City of Plano Phone _____
 Address 17 E MAIN ST City Plano State IL Zip 60545

UNIFORM PRODUCT RENTAL PRICING:

Item #	Description	Unit Price
381	Carhartt 5 Pocket Jean	.64
382	Carhartt Carpenter Jean	.64
59935	Hi Vis Comfort Shirt	.49
270	Cargo Pant	.38
340	Cotton Pant	.39

- This agreement is effective as of this date from 3/8/2023 to 3/8/2026, with a minimum term of 36 months. The length of this rental agreement will commence with the actual uniform rental, not affiliated with the start date of the Master Agreement. Any negotiations of price, terms or discounts must be approved by Prince William County Public Schools for the Master Agreement. Any such changes shall take effect on the anniversary date of the master agreement. All requests for price changes must be justified and based upon verifiable criteria which may include the Bureau of Labor Statistics Consumer Price Index (CPI-U).
- Name Emblem \$ 1.50 ea • Company Emblem \$ 2.50 ea
- Customer Emblem \$ N/A ea • Embroidery \$ N/A ea
- COD Terms \$ N/A per week charge for prior service (if Amount Due is Carried to Following Week)
- Automatic Lost Replacement Charge: Item N/A % of Inventory _____ \$ _____ Ea.
- Automatic Lost Replacement Charge: Item N/A % of Inventory _____ \$ _____ Ea.
- Minimum Charge \$ 100 per delivery.
- Make-Up charge \$ 2.00 per garment.
- Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium \$.15 per garment.
- Seasonal Sleeve Change \$ N/A per garment.
- Under no circumstances will the Company accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.
- Artwork Charge for Logo Mat \$ N/A
- Size Change: Customer agrees to have employees measured by a Cintas representative using garment "size samples". A charge of \$ 15 per garment will be assessed for employee's size changed within 4 weeks of installation.
- Other _____

FACILITY SERVICES PRODUCTS PRICING:

Bundle*	Item #	Description	Rental Freq.	Inventory	Unit Price
	10184	Active Scraper Mat	EOW	2	3.62
	10189	3x5 Xtraction Mat	EOW	4	9.98
	10192	4x6 Xtraction Mat	EOW	4	11.41
	10202	3x10 Xtraction Mat	EOW	3	12.83
	84530	3x5 Gray Mat	EOW	11	3.48
	84030	3x10 Gray Mat	EOW	1	5.12
	84930	4x12 Gray Mat	EOW	2	13
	27069	Sig Series Soap	W	6	3.93
	27083	Sig Series TP	W	1	18.60

*Indicated bundled items/services

- N/A Initial and check box if Unlease. All Garments will be cleaned by customer
Date _____
- N/A Initial and check box if receiving Linen Service. Company will take periodic physical inventories of items in possession or under control
Date _____ customer.
- N/A Initial and check box if receiving direct embroidery. If service is discontinued for any employee or Customer deletes any of the garments
Date _____ direct embroidery for any reason, or terminates this agreement for any reason or fails to renew this agreement, Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values.

Cintas Loc. No: 344 CUSTOMER:
Please Sign Name _____
By: Stephen LeRoy Please Print Name ~~Zoila Gomez~~ Michael Rennels
Title: Key Account Manager Please Print Title ~~City Treasurer/Budget Officer~~ Mayor
Accepted-GM: _____ Email ~~zgomez@cityofplanoil.org~~ mrennels@cityofplanoil.org

Omnia Partners Public Sector Participating Public Agencies Terms

1. Participating Public Agencies: Supplier agrees to extend the same terms, covenants agreed to under the Master Agreement with Lead Public Agency Prince William County Public Schools to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each participating Public Agency will be exclusively responsible and deal directly with Supplier on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement. Any disputes between a Participating Public Agency and Supplier will be resolved directly between them in accordance with and governed by the laws of the State in which the Participating Public Agency exists.
2. Master Agreement available at <https://www.omniapartners.com/publicsector>

Supplier General Service Terms Section

3. Prices Customer agrees to rent from Company, and Company agrees to provide to Customer, the Merchandise, inventory and services described on Exhibit A, "Merchandise & Pricing" at the prices set forth in Exhibit A. There will be a minimum charge of thirty-five dollars (\$35.00) per week for each Customer location required to purchase its rental services from Company as set forth in this Agreement.
4. Buyback of Non-Standard Garments Customer has ordered from Company a garment rental service requiring embroidered garments that may not be standard to Company's normal rental product line. Those non-standard products will be designated as such under-Garment Description in Exhibit C. In the event Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement for any reason other than documented quality of service reasons which are not cured, Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values.
5. Service Guarantee: Company guarantees to deliver the highest quality textile rental service at all times. Any complaints about the quality of the service which have not been resolved in the normal course of business must be sent by registered letter to Company's General Manager. If Company then fails to resolve any material complaint in a reasonable period of time, Customer may terminate this agreement provided all rental items are paid for at the then current replacement values or returned to Company in good and usable condition.
6. Garments' Lack of Flame Retardant or Acid Resistant Features Unless specified otherwise in writing by the Company, the garments supplied under this Agreement are not flame retardant or acid resistant and contain no special flame retardant or acid resistant features. They are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Flame resistant and acid resistant garments are available from Company upon request. Customer warrants that none of the employees for whom garments are supplied pursuant to this Agreement require flame retardant or acid resistant clothing.
7. Logo Mats In the event that Customer decides to delete any mat bearing the Customer's logo (Logo Mat) from the rental program, changes the design of the Logo Mats, terminates this agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change or termination, all remaining Logo mats that the Company has in service and out of service held in inventory at the then current Loss/Damage Replacement Value.

8. Adding Employees Additional employees and Merchandise may be added to this Agreement at any time upon written or oral request by the Customer to the Company. Any such additional employees or Merchandise shall automatically become a part of and subject to the terms of this Agreement. If such employees are employed at a Customer location that is then participating under this Agreement, the Customer shall pay Company the one-time preparation fee indicated on Exhibit A. Customer shall not pay Company any one-time preparation fee for garments for employees included in the initial installation of a Customer location. There will be a one-time charge for name and/or company emblems when employees are added to the program in garments requiring emblems.
9. Emblem Guarantee Customer has requested that Company supply emblems designed exclusively for Customer featuring Customer's logo or other specific identification (hereinafter "Customer Emblems"). Company will maintain a sufficient quantity of Customer Emblems in inventory to provide for Customer's needs and maintain a low cost per emblem through quantity purchases.
10. In the event Customer decides to discontinue the use of Customer Emblems, changes the design of the Customer Emblems, terminates this Agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change, termination or expiration, all remaining Customer Emblems that the Company allocated to Customer at the price indicated on Exhibit A of this Agreement. In no event shall the number of Customer Emblems allocated to Customer exceed the greater of (a) twelve (12) months' volume for each unique Customer Emblem or (b) a quantity agreed to by Company and Customer and noted on Exhibit A.
11. Terminating Employees Subject to the provisions of this Agreement, the weekly rental charge attributable to any individual leaving the employ of the Customer, or on a temporary leave of absence of three (3) weeks or more, shall be terminated upon oral or written notice by the Customer to the Company but only after all garments issued to that individual, or value of same at the then current Loss/Damage Replacement Values, are returned to Company.
12. Replacement In the event any Merchandise is lost, stolen or is not returned to Company, or is destroyed or damaged by fire, welding damage, acid, paint, ink, chemicals, neglect or otherwise, the Customer agrees to pay for said Merchandise at the then current Loss/Damage Replacement Values.
13. Indemnification To the fullest extent permitted by law, Company agrees to defend, indemnify, pay on behalf of and save harmless the Participating Public Agency, its elected and appointed officials, agents, employees and authorized volunteers against any and all claims, liability, demands, suits or loss, including reasonable attorneys' fees and all other costs connected therewith, arising out of or connected to the services provided by Company under this Contract, but only to the extent of Company's negligence.
14. Additional Items: Additional customer employees, products and services may be added to this agreement and shall automatically become a part of and subject to the terms hereof and all of its provisions. If this agreement is terminated early for convenience, the parties agree that the damages sustained by Company will be substantial and difficult to ascertain. Therefore, if this agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured, or terminated by Company for non-payment by Customer at any time Customer will pay to Company, as termination charges and not as a penalty based upon the following schedule:

If this agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as termination charges equal to 50 weeks of rental service.

If this agreement is cancelled for convenience in months thirteen (13) through eighteen (18) of the term, Customer shall pay as termination charges equal to 36 weeks of rental service.

If this agreement is cancelled for convenience in months nineteen (19) through twenty-four (24) of the term, Customer shall pay as termination charges equal to 23 weeks of rental service.

If this agreement is cancelled for convenience after 24 months of service, Customer shall pay as termination charges of 10 weeks of rental service.

Customer shall also be responsible to return all of the Merchandise allocated to such Customer locations terminating this Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.

Chapter 9I CITY ADMINISTRATOR

Sections:

1-9I-1 Position of city administrator created.

The City of Plano hereby establishes the position of City Administrator for the City of Plano, Kendall County, Illinois ("Administrator").

1-9I-2 Qualifications of City Administrator.

The City Administrator shall be chosen by the Mayor and City Council solely on the basis of executive and administrative qualifications with special preference to professional education or actual experience in, and knowledge of accepted practice in respect to administration of local government and shall have the duties as specified in this chapter. The administrator shall be employed without consideration of the candidate's race, sex, politics or religious beliefs. Neither the Mayor nor any member of the City Council shall be eligible for the position of City Administrator during their terms of office or within two years after the expiration of such terms.

1-9I-3 Term; relationship to elected officials and employees.

The City Administrator shall be employed for a term not to exceed the term of the current Mayor but may be renewed for additional terms. The employment shall be governed by a contract, not inconsistent with this ordinance, to be approved by a majority vote of the City Council. The Administrator shall be subject to the authority and direction of the Mayor and the City Council. The Administrator shall coordinate the various departments in the city and oversee the operations of the city. Department heads as provided in this section below, shall answer to the Administrator. The Police Department and the Police Chief shall answer directly to the City Administrator in respect to all matters directly, inherently and principally relating to Police Department.

1-9I-4 Absence of City Administrator.

During the extended absence or disability of the City Administrator, the Mayor with the advice and consent of the City Council may designate a properly qualified City Official or employee to act as Temporary Administrator.

1-9I-5 Terms of employment; compensation.

- A. The City Administrator shall be employed by contract that shall be agreed upon by the City Administrator and a majority of the City Council. The City Administrator's contract shall specify the level of compensation of the Administrator, and employment benefits, and may contain such further description of the working relationship expected between the Administrator, the Mayor and Elected Officials and their performance expectations for the Administrator as are not inconsistent with this chapter. The level of compensation shall fall within a range as determined by the City Council. The contract shall provide at least for an annual evaluation of the Administrator and such other periodic reviews as the parties may agree. Notwithstanding the foregoing to the contrary, the Mayor and the City Council may review the Administrator at other times and may determine the factors to be considered for review and the method for review in the contract and/or from time to time as they deem in the best interests of the city.
- B. The Administrator shall not be employed by any other governmental body or business during the period of the Administrator's contract unless specifically authorized by the Mayor and majority vote of the City Council. The Administrator's compensation shall be established by contract and shall not be governed by the pay grade and scale that is established for all other employees. The Administrator's benefits shall be governed by the city personnel manual, unless specifically addressed in the contract. The Administrator shall

attend such continuing education seminars and conferences of benefit to administrator for the benefit of the city as City Council approves in advance.

1-9I-6 Powers and duties of City Administrator for fiscal matters.

The City Administrator shall have supervision and responsibility for the budget and accounting work of the city specifically, but not in limitation of the foregoing, the Administrator shall have the following powers and duties:

- A. The Administrator shall schedule the first budget discussion by the Mayor and City Council on the second regular Committee-of-the-Whole meeting in February. The Administrator shall provide sound and responsible revenue and expense projections within the current budget year as well as subsequent periods as necessary to support financial ratios and capital plans.
- B. For the purpose of preparing the materials described in subsection A of this section, the City Administrator is authorized to require all Department Heads to submit statements of the financial condition, expenses and income of their respective departments, a description of proposed capital improvements projects with the probable expenses thereof, a description of all unperformed contracts, and a statement of the amount of all unexpended appropriations of the preceding fiscal year.
- C. The City Administrator shall consult with each Department Head, and the City Administrator shall recommend to the Mayor and City Council the salaries to be paid each employee of the city in accordance with existing compensation and review policies.
- D. The City Administrator shall be responsible for the purchase of all materials, supplies, and equipment subject to the needs of each department and the appropriations made by the City Council and further subject to the city purchasing manual and statutes of the state of Illinois pertaining to any limits on the creation of liabilities against the city. The City Administrator shall recommend to the City Council rules for the purchase of goods and services by employees of the city.
- E. The City Administrator shall present to the City Council by the second meeting of each month a summary statement or statements that show the financial condition of the city as of the end of the preceding month. The periodic statements shall reflect the current budget status and the adjustments of the balance sheet to date. All surplus and deficit matters shall be presented to the Council in a timely fashion.
- F. The City Administrator shall present such additional reports and information concerning the fiscal matters of the city as may from time to time be requested by the Corporate Authorities.
- G. The City Administrator shall develop, maintain, adjust and present to the Corporate Authorities in the first quarter of each calendar year a ten (10) year capital plan for the city.
- H. The City Administrator, in conjunction with the Mayor and City Council, shall develop and manage a services distribution matrix that supports sound expense budgeting and staffing control and balances, prioritizes and provides for the essential services of the city.
- I. The City Administrator shall coordinate with and manage the scheduling, prioritization and funding of the services of the various outside consultants of the city and advise the Mayor and City Council of the status of work being done by outside consultants on a monthly basis.
- J. The City Administrator shall assist and support the Treasurer's and the Budget Director's Office in meeting the responsibilities for maintaining and managing the city financial condition, including, but not limited to, preparation of the budget and any periodic reports as required by law.

1-9I-7 Powers and duties of the City Administrator for internal administration of the city.

The City Administrator shall be the Chief Administrative person in the city and shall be responsible to the Mayor and City Council for the administration, management, and operation of the internal affairs of the city, including the properties of the city, personnel matters, the operations of the employees and departments of the city and all other internal affairs of the city. Specifically, but not in limitation of the foregoing, the Administrator shall have the following powers and duties:

- A. The City Administrator shall follow the policies and procedures for hiring employees and recommend to the Mayor and City Council, with consultation with and advice from the Department Heads, the selection of all employees to be hired. The Administrator shall follow and enforce the policies and procedures for disciplining and discharging employees as set forth in the city personnel manual as it currently exists or as it may be changed from time to time. Notwithstanding the previous provisions to the contrary, the City Administrator shall not interfere with or usurp the powers and duties of the police commission. All recommendations for employment shall be based upon merit, and all disciplinary actions and/or recommendations for termination shall be based upon relevant and material facts and documented evidence. All actions by the Administrator regarding the hiring and termination of employees shall be based upon the qualifications and/or disqualifications of prospective and current employees without regard to race, religion, sexual preference, political beliefs or affiliation.
- B. The City Administrator shall make recommendations regarding expanding, consolidating, combining or reorganizing positions and departments of the city that the administrator deems advisable, and shall coordinate, supervise and oversee the city employees, department heads, departments including the department of public works, the water and sewer departments, the building and zoning department, the police department, and the general offices of the city, as organized and established by statute and/or the action of the Corporate Authorities.
- C. The City Administrator shall attend all meetings of the City Council unless excused by the Mayor or the City Council. The City Administrator is not entitled to vote on any issues. The City Administrator shall advise the Mayor and City Council on all matters coming before them. The City Administrator shall attend other meetings at which a report of his or a recommendation or action suggested by him or her is to be taken and shall further attend all Plan Commission, staff, and Committee Meetings as necessary or requested by the Committee Chairperson.
- D. The City Administrator shall investigate all complaints in relation to matters concerning city services and city administration, and shall follow up on those complaints by taking appropriate action including, but not necessarily limited to, enforcing current policies, rules, regulations, procedures and practices, advising the Mayor and/or the City Council of the complaints, advising and making recommendations regarding changes to the current policies, rules, regulations, procedures, practices, and other such appropriate action as the Administrator deems advisable from time to time in response to such complaints. The City Administrator shall inform the Mayor and City Council on a regular basis of the complaints received and the responses made to those complaints.
- E. The City Administrator shall communicate on a regular and routine basis with the mayor regarding the operations, management, and matters affecting the city; and the City Administrator shall communicate to the City Council, and the aldermen individually, on a regular, periodic basis, according to any guidelines set forth from time to time by the Mayor and or City Council by motion, resolution or ordinance, and/or as provided in the administrator contract.
- F. The City Administrator shall provide, supervise, and be responsible for the enforcement of all city ordinances, rules and regulations and policies.
- G. The City Administrator shall advise the City Council on pending decisions of public policy and recommend to the Council the adoption of such measures as the Administrator may deem reasonable

and necessary or as may promote the health safety, comfort or welfare of the city residence or for the improvement of administrative services.

- H. The City Administrator shall propose to the City Council, for the Council's consideration and approval, such personnel rules and regulations as the Administrator deems necessary to manage the personnel policies of the city.
- I. The City Administrator shall notify the City Council as soon as collective bargaining issues arise and be responsible as the Mayor and City Council direct in the conduct of collective bargaining processes of the city and shall recommend to the City Council collective bargaining agreements for consideration and possible final approval by the Council. The City Administrator shall be responsible for administering all employee organization contracts reached through the collective bargaining process.
- J. The City Administrator shall provide staff support services for the Mayor and members of the City Council.
- K. The City Administrator shall devote his or her entire time to the discharge of official duties.
- L. The City Administrator shall be accessible to the public for questions, comments, or concerns.
- M. The City Administrator shall coordinate with the City's land Planner and advise the Plan Commission and the Mayor and City Council on all matters pertaining to the economic development plan and the planned growth of the city, promote and implement the economic development plan and planned growth of the city, and shall coordinate and consult with the city's land planner regarding the land planning of the city.
- N. The City Administrator shall assist and support the City Clerk's office in meeting the responsibilities for maintaining and managing the city records, including, but not limited to, making those records available to the public as required by law, processing Freedom of Information Act requests. The City Administrator shall be primarily responsible for all other records kept in the city including, but not limited to, personnel, financial, and all other records that are necessary and appropriate for the efficient productive operation of the city and as directed by the Mayor and/or City Council.
- O. The City Administrator shall assist and support the City Clerk's office with assuring that the city meets the requirements of the Open Meetings Act including the creation and posting of the agendas for open public meetings with the input of the department heads the Mayor and the City Council.
- P. The City Administrator shall perform such other duties as may be specified by law, City Ordinance, or as directed by the Mayor or City Council.
- Q. The powers assigned to the City Administrator are not intended to diminish those powers otherwise assigned to other officers by statute or ordinance, including but not limited to the Mayor.

1-9I-8 Policy making.

Except for internal administrative matters not inconsistent with the rules, regulations, and practices of the city as established by the Corporate Authorities, the City Administrator shall not establish or create the policies of the city rather, the Administrator shall execute the policies of the Corporate Authorities.

1-9I-9 Separation and interrelationship of governmental functions.

- A. The City Administrator shall have the primary responsibility and authority to oversee, supervise and coordinate the management, operations and administration of the city affairs as set forth in this chapter and as more fully stated in the City Administrator contract, personnel manual, and other ordinances, resolutions and motions adopted by the Mayor and City Council from time to time. The City Administrator shall be responsible to and take direction from the Mayor and the City Council. The individual aldermen shall not interfere with the City Administrator's responsibilities and authorities and shall not direct or dictate the action of the City Administrator in respect to any of the responsibilities and the authorities of the City

Administrator granted in this chapter, by contract or by action of the Corporate Authorities except when such individual aldermen are specifically delegated the responsibility and the authority by the Mayor and City Council by formal action to act or to oversee and supervise the City Administrator in respect to any particular matters, and absent such specifically delegated responsibility and authority and apart from the individual aldermen's primary legislative and policy making authority as a corporate body, the individual aldermen shall not be involved in the daily, routine management, operation and administration of the city affairs.

- B. Nothing in this chapter shall be construed to supersede the Mayor's role, responsibility and authority as the Chief Executive Officer and Chief Administrative Officer of the city to the extent that those functions have not been delegated to the Administrator. Further, the City Administrator may assume such other duties and powers as are delegated to the City Administrator by the Mayor from time to time, subject to the supervision and control of the Mayor, and not lessening the ultimate responsibility and authority of the Mayor, and such other duties or powers which are expressly delegated by the Mayor and City Council by formal action from time to time.
- C. The City Administrator shall have the duty to respond timely to the inquiries of the individual Aldermen and the Mayor, and the individual Aldermen and the Mayor shall have the right to inquire and obtain information in regard to all of the operations, management and administrative matters of the city from the Administrator or from the Department Heads and employees of the city.

1-9I-10 Authority of City Officers.

Nothing in this chapter shall be deemed to diminish or detract from the statutory powers and authority of the City's Elected Officials.