

**City of Elmhurst
Request for Proposals
Compensation and Classification Study**



**City of Elmhurst
209 N. York Street
Elmhurst, IL 60126
HR@elmhurst.org
(630) 530.3770**

August 9, 2022

Section 1. Request for Proposals

A. Request for Proposal

CITY OF ELMHURST

Request for Proposals (RFP)

Compensation and Classification Study

The City of Elmhurst invites proposals from qualified consultants who have experience conducting a Compensation and Classification Study. The consultant shall be an independent professional consultant or consulting firm.

Proposals should be sent electronically via email attachment to the City's Human Resources Department using the subject line in the e-mail message: "City of Elmhurst Compensation Study." Only electronic proposals will be accepted.

Emily Wagner
Human Resources Director
HR@elmhurst.org

The deadline for receipt of proposals is **12:00 p.m. August 30, 2022.** Any proposals received after this date and time will be refused.

This RFP document and any subsequent documentation is available at <https://www.elmhurst.org/1533/Bid-Postings>.

The City reserves the right to reject any or all proposals, waive or not to waive any irregularities therein and to accept the proposal(s) considered to be in the best interest of the City.

B. Project Description

1) Introduction

The City of Elmhurst (“City”) is a home-rule, City Council/City Manager form of municipal government that serves approximately 45,000 residents in both DuPage County and Cook County. The City has approximately 350 employees, 260 full-time and 90 part-time. City departments include Administration, Community Development, Finance, Fire, History Museum, Human Resources, Information Technology, Police and Public Works. The City has three collective bargaining units: Fire, Police and Public Works.

The City is soliciting proposals to obtain the services of a qualified firm to provide professional consulting services for a compensation and classification study (“Study”) that covers all non-bargaining positions. The City last conducted a review of non-union employee position classifications and compensation in 2018. Since that time, the City has periodically updated certain position classifications. The classification structure, which is attached, has not been adjusted since 2019.

The City currently uses a matrix to determine non-bargaining merit increases. By way of process, the City Council determines the annual “cost of living” percentage increase, and then the matrix is developed thereafter.

It is the City’s strategic objective to attract and retain a highly talented and motivated workforce and maintain relative parity of its employee compensation and benefits with similarly situated employers, as well as internal equity among job classifications and positions within the City. It is the City’s goal to pay employees at the 75th percentile of comparable communities. (These communities will be confirmed at the time of the study).

The City is committed to maintaining salary grades based upon the complexity of the position, the relationship of that position to all other positions within the City, and the relationship of that position to positions of similar qualifications and responsibilities in comparable communities. Employees advance through the City’s pay plan via a combination of merit and “cost of living” increases. Once an employee reaches the maximum salary in the position pay grade, the employee may receive a one-time payout of the difference of the maximum salary and what the employee’s salary could have been above the maximum. This data will be provided to the selected consultant.

The City of Elmhurst invites proposals from organizations qualified to administer consulting services specializing in compensation studies with specific local government/municipal experience highly preferred. Applicants are required to have a minimum of five years of experience in conducting these consulting services.

The schedule related to this RFP shall be as follows:

RFP Issued	August 9, 2022
Conference Call Q&A (not mandatory)	August 17, 2022 – 10:00 a.m. central time 866-390-5250; #7984981
Proposals Due	August 30, 2022
Evaluation of Proposals	TBD
Interviews	TBD
Award of Contract	TBD

All dates are tentative. The City reserves the right to change scheduled dates.

2) Scope of Services

The following scope of services may change or be modified as determined by the City:

- Conduct a comprehensive compensation system review and assess the effectiveness of the City's current pay structure and pay practices.
- Review job descriptions of all non-bargaining positions.
- Review of existing pay, incentives, merit pay, and pay structures for non-bargaining positions.
- Review the effectiveness of the existing job evaluation system.
- Recommend alternatives/options for the alignment of positions (job worth hierarchy) within the organization.
- As determined by the consultant, develop alternative recommendations demonstrating the methodology the City should use to implement a new job evaluation system, including the placement of all employees within the classification and compensation system, and the advantages, disadvantages and costs of each alternative.
- Propose a methodology to determine relative market position of the City's employee compensation and benefits, for City job classifications and employee groups, to equitably align with the compensation and benefits packages provided for similar work in other municipalities, equivalent government entities and private employers.
- Identify appropriate labor market comparators, survey sources, benchmark positions and unique competitive market challenges for the City of Elmhurst.
- Prepare a stakeholder involvement and communications process, with informational and instructional documents for targeted City stakeholder groups (i.e. City management, elected officials, employees).
- Recommend and implement an action plan.
- Assess the total rewards package (relative competitiveness of the City's pay and benefits) to include pay, premium pay, health, life, dental insurance, retirement plans, and paid time off benefits.
- Advise upon and implement any recommended changes to the job evaluation system and

the methodology for determining the relative value of jobs within the organization. Work with the organization to review and revise job descriptions. Provide recommendations regarding benefits.

- Assist in the preparation of any revised job documentation/job descriptions, as needed; ensure compliance with the requirements of the ADA, FLSA and other federal and state requirements; conduct a job analysis of positions, and evaluate full-time and part-time non-bargaining positions to determine that they are classified accurately as exempt or non-exempt.
- Use the selected job evaluation system and methodology to evaluate and rank all City of Elmhurst positions.
- Advise the City on the creation of a pay strategy and prepare a written compensation policy document and pay practice guidelines for the City to use going forward.
- Compile a written summary report with any further recommendations, options or corrective actions, for improvement in each of the areas identified in the Study. Develop recommendations to achieve and maintain a total compensation system that supports the City's mission and strategic objectives, and is designed to support a competitive, flexible, customer and results-oriented organization.

C. General Terms and Conditions

1) Preparation and Submission of Proposals:

- a. The proposal shall be submitted electronically on or before the time stated and shall bear the name of the individual, firm, or corporation submitting the Proposal and the Project Name: "City of Elmhurst Compensation Study."
- b. Proposers may attach additional pages to the proposal for the purpose of explanation, exception, alternate proposal and to cover unit prices, if needed.
- c. Proposers may withdraw their proposal either personally or by written request at any time before the date and hour set for the proposal submission deadline, and may resubmit it. No proposal may be withdrawn or modified after the receipt of proposals except where the award of contract has been delayed for a period of more than 90 days.
- d. In submitting this proposal, the proposer further declares that the only person or party interested in the proposal as principals are those named herein, and that the proposal is made without collusion with any other person, firm or corporation.
- e. The proposer further understands and agrees that if their proposal is accepted, the individual/company is to furnish and provide all necessary materials and/or equipment and other means to do all of the work and to furnish all of the materials specified in the agreement, except such materials as are to be furnished by the City, in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth.

- f. The proposer further agrees to begin work no later than 10 days after receipt of the notice to proceed, unless otherwise provided, and to execute the work in such a manner and with sufficient materials, equipment and labor.
- g. By submitting a proposal, the proposer understands and agrees that, if the proposal is accepted, and the proposer fails to enter into a contract forthwith, the firm shall be liable to the City for any damages the City may thereby suffer.

2) Conditions

- a. Any contract or agreement resulting from the acceptance of this proposal by the City shall be on forms either supplied by or approved by the City. The City reserves the right to reject any agreement that does not conform to the RFP and any City requirements for agreements and contracts.
- b. The City reserves the right to request clarification of information submitted and request additional information as needed.
- c. The requirements of this RFP will be included in the contract with the selected firm.
- d. An invitation for a selected firm(s) to begin work on project is conditioned upon the availability of future funding for the completion of this project.

3) Execution of Documents

The Consultant, in signing this Proposal on the whole or on any portion of the work, shall conform to the following requirements:

- a. Proposals signed by an individual other than the individual represented in the Proposal documents shall have attached thereto a power of attorney evidencing authority to sign the Proposal in the name of the person for whom it is signed.
- b. Proposals which are signed for a partnership shall be signed by all of the partners or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the Proposal a power of attorney evidencing authority to sign the proposal, executed by the partners.
- c. Proposals which are signed for a corporation, shall have the correct corporate name thereof and the signature of the President or other authorized officer of the corporation manually written below the corporate name.
- d. If such Proposal is manually signed by an official other than the President of the Corporation, a certified copy of a resolution of the board of directors evidencing the authority of such official to sign the Proposal should be attached to it. Such Proposal shall also bear the attesting signature of the Secretary of the corporation and the impression of the corporate seal.
- e. The Contract shall be deemed as have been awarded when formal notice of award shall have been duly served upon the intended awardee.

4) Negotiations

The City reserves the right to negotiate specifications, terms, and conditions which may be necessary or appropriate to the accomplishment of the purpose of the RFP. The City may require the entire proposal be made an integral part of the resulting contract. This implies that all responses, supplemental information, and other submissions provided by the proposer during discussions or negotiations will be held by the City as contractually binding on the successful proposer.

5) Incurred Costs

The City will not be liable in any way for any costs incurred by respondents in replying to this RFP. Consultant agrees to comply with all laws, ordinances, and rules of the City and the State of Illinois.

6) Consultant Responsibilities

The selected Consultant will be required to assume responsibility for all services offered in this proposal. The City will consider the selected Consultant to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

7) Default

The contract may be canceled or annulled by the City in whole or in part by written notice of default to the Consultant upon nonperformance or violation of contract terms. An award may be made to another proposer with services similar to those so terminated. Failure of the Consultant to deliver services within the time stipulated on his offer, unless extended in writing by the City, shall constitute contract default.

Section 2. Proposal Instructions

A. General Information

Proposals should be sent electronically as a PDF to:

Emily Wagner
Human Resources Director
HR@elmhurst.org

Submittal of information by regular mail or facsimile will not be accepted.

Submission will be referenced as **“City of Elmhurst Compensation Study,” to be received by 12:00 p.m. on August 30, 2022.** Any proposal received after this date and time will be refused.

Proposals are intended to be an expression of interest in providing services for the project, as well as background information on the firm and on its professional qualifications.

B. Documents/Information to be Submitted:

Statement of Qualifications

- Provide background information on your firm including, but not limited to, the age of the business, the number of employees, and pertinent financial data that will permit the City to determine the capability of the proposer to meet all contractual requirements.
- List the abilities, qualifications, and experience of the persons who would be assigned to the engagement and their experience on similar contracts. Identify any subcontract or joint partnership arrangements, and provide the same listing of those individuals’ abilities, qualifications and experience.

Project Approach

- Provide a description of your project approach to the professional services requirements.

Project Timeline

- Include an estimated timeline to accompany the project approach description you provide.

Terms and Conditions

- List any terms and conditions which may apply to this contract and are not included in this RFP.

Additional Information and Comments

- Include any other information you believe to be pertinent but not specifically mentioned elsewhere.

Cost Page and Project Fee Quotation

(Section C below), Detailed Cost Page and Narrative

References (Section D below)

C. Cost Page and Project Fee Quotation

Project Fee Quotation

The respondent shall submit a detailed description of the proposed costs to provide services specified in the RFP. The quotation should state the expected number of chargeable hours, hourly charge, and direct reimbursable expenses (i.e. travel, printing, postage, telephone charges, etc.) A total "Project Fee Quotation" shall be calculated and expressed on a "not to exceed" basis.

In compliance with this RFP, and subject to all conditions thereof, the undersigned offers and agrees, if this proposal is accepted, to furnish the services as outlined herein for the City of Elmhurst at the amount indicated, subject to modification through negotiations. The time and material cost proposed shall include all anticipated expenses.

Include with your proposal a cost page indicating the estimated number of hours of work, proposed manpower, hourly rates, estimated expenses, and any other anticipated costs that are included in the proposed cost.

Firm Name: _____

Address: _____

City, State, ZIP: _____

Signature: _____

Name Printed: _____

Title: _____

Telephone: _____ Date: _____

If a Corporation:

ATTEST:

Witness

D. References

Your Company Name: _____

The Consultant shall list three current references with needs similar to the City of Elmhurst for whom Consultant has provided comparable services. Please include company name, address, telephone number, year(s) employed by referenced firms, contact person, and type of work you performed for that entity.

1. Company Name/Municipality: _____

Address: _____

Phone: (_____) _____

Name and Title of Contact Person(s): _____

Type of Work and Date(s) Performed: _____

2. Company Name/Municipality: _____

Address: _____

Phone: (_____) _____

Name & Title of Contact Person(s): _____

Type of Work and Date(s) Performed: _____

3. Company Name/Municipality: _____

Address: _____

Phone: (____) _____

Name & Title of Contact Person(s): _____

Type of Work and Date(s) Performed: _____

Section 3. Review Process

A. Evaluation of Proposals and Selection

The proposals received will be evaluated by the City on the basis of professional qualifications, previous experience on similar projects, key personnel assigned to the project, satisfaction of previous clients on work performed for them, current billing rates of the firm, and the proposal that best meets the needs of the City. This proposal is intended to provide the appropriate level of detail regarding approach and methodology to be used; it is intended to be an expression of interest in providing services for the project, as well as to provide background information on the firm and its professional qualifications. Firms will be contacted during the evaluation if further information is needed. The City may choose to interview one or more firms before final selection is made.

This RFP does not commit the City to award a contract, to pay any costs incurred in the preparation of a proposal based on this request, or to procure or contract for services. All proposals submitted in response to this RFP become the property of the City. The City reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with qualified consultants, or to cancel in part or in its entirety the Request for Proposal, if it is in the best interest of the City to do so. The City may require the consultant selected, to participate in negotiations concerning contract price or the nature and extent of services to be provided. The results of such negotiations shall be incorporated into the final contract between the City and its consultant.

B. Basis of Award

City staff will perform an evaluation of the proposals received. Appropriate finalist(s) may be interviewed by the City, after which a selection will be made.

The City reserves the right to reject any or all proposals and to waive any informality or technical error and to accept any proposal deemed most favorable to the interests of the City. The City will review proposals based on the following criteria:

- 1) Compliance with RFP. Adherence to all conditions and requirements of the RFP.
- 2) Understanding of the project. The Consultant's understanding of the engagement, the City's objectives, and the nature and scope of the work involved.
- 3) Services to be provided. The exact type and nature of the Consultant's proposed services and how the objectives of the project will be accomplished.

- 4) Qualifications of the Consultant. The Consultant's capability in all respects to perform fully all contract requirements, and the integrity and reliability which will assure good faith performance. This criterion includes:
 - The experience of the firm and its record on projects of a similar nature.
 - Personnel to be assigned to the project, their education, qualifications, and experience on similar projects.
 - The availability of necessary personnel and other resources to successfully complete the project specified herein on a timely basis.
- 5) Value proposition. The evaluation will assess the cost proposal, total estimated delivered price and other proposed contract cost considerations. Overall price and other value-added factors will be considered, to determine the proposal offering the best value to the City.
- 6) Ability, capacity and skill to fulfill the contract as specified.
- 7) Ability to provide the services promptly, or within the time specified, without delay or interference.
- 8) Character, integrity, reputation, judgment, experience and efficiency.
- 9) Quality of performance on similar, previously-conducted contract studies.
- 10) Previous and existing compliance with laws and ordinances relating to the contract.
- 11) Sufficiency of financial resources to satisfactorily fulfill the contractual obligations.
- 12) Ability to provide future service under the contract, if required.
- 13) Number and scope of conditions attached to the proposal.

Section 4. Professional Consulting Services Agreement

Enclosed is a professional consulting services agreement, including contractual provisions that the Consultant shall comply with in the provision of the services upon award of the Contract pursuant to this Request for Proposal.

AGREEMENT
between
THE CITY OF ELMHURST, ILLINOIS
and

for the furnishing of
PROFESSIONAL CONSULTING SERVICES
for the
2022 COMPENSATION AND CLASSIFICATION STUDY

This agreement (hereinafter referred to as the “Agreement”) is made and entered into by and between the City of Elmhurst, Illinois (hereinafter referred to as the “City”) and _____ (hereinafter referred to as the “Consultant”) for professional consulting services for the 2022 Compensation and Classification Study (hereinafter referred to as the “Project”) in Elmhurst, Illinois.

In consideration of these premises and of the mutual covenants hereinafter set forth, the City and the Consultant agree as follows:

A. CONSULTING SERVICES:

The Consultant shall perform the following services (hereinafter referred to as the “Consulting Services”):

- 1. Phase 1**
 - a.** The Consultant shall conduct a comprehensive compensation system review and assess the effectiveness of the City’s current pay structure and pay practices in satisfying the City’s desired objectives. This phase of the Project shall include a review of existing pay, incentives, merit pay, and pay structures for selected non-bargaining positions.
 - b.** The Consultant shall review the effectiveness of the existing job evaluation system in delivering desired results, and recommend alternatives/options for the alignment of positions (job worth hierarchy) within the City.
 - i.** The Consultant shall develop multiple alternative recommendations (minimum of two) demonstrating the methodology the City should use to implement a new job evaluation system, including the placement of all employees within the classification and compensation system, and the advantages, disadvantages and costs of each alternative.
 - c.** The Consultant shall propose a methodology to determine relative market position of the City’s employee compensation and benefits for City job classifications and employee groups to equitably align with the compensation

and benefits packages provided for similar work in other municipalities, equivalent government entities, and private employers.

- d. The Consultant shall identify appropriate labor market comparators, survey sources, benchmark positions and unique competitive market challenges for the City.
- e. The Consultant shall prepare a stakeholder involvement and communications process, with informational and instructional documents for targeted City stakeholder groups (i.e. City management, steering committee, elected officials, employees).
- f. The Consultant shall develop recommendations and an implementation plan, which recommendations and implementation plan shall be presented by the Consultant for City authorization to proceed into Phase 2.

2. Phase 2

- a. The Consultant shall implement the action plan and resulting recommendations, as adopted and approved by the City. The Consultant shall assess the total rewards package (relative competitiveness of the city's pay and benefits) to include pay, premium pay, health, life, dental insurance, retirement plans, and paid time off benefits.
- b. The Consultant shall conduct a comprehensive market pricing of all City of Elmhurst major job classifications and a recalibration of pay ranges.
- c. In conjunction with the City's existing benefits broker, the Consultant shall conduct a comprehensive benefits comparability study.
- d. The Consultant shall compile a written report and analysis of the resulting total rewards comparability review results.

3. Phase 3

- a. The Consultant shall advise upon and implement any recommended changes to the job evaluation system and the methodology for determining the relative value of jobs within the organization.
- b. The Consultant shall work with City staff to review and revise job documentation.
- c. The Consultant shall assist in the preparation of any revised job documentation/job descriptions, as needed; ensure compliance with the requirements of the ADA, FLSA and other federal and state requirements; conduct a job analysis of positions, and evaluate regular full-time and part-time non-bargaining positions including administrative (confidential, non-exempt) positions, professional, managerial (exempt) positions, and executive (exempt, department director) positions in the City.
- d. The Consultant shall use the selected job evaluation system and methodology to evaluate and rank all City positions.
- e. The Consultant shall advise the city on the creation of a pay strategy and prepare a written compensation policy document and pay practice guidelines for the City to use going forward.

- f. The Consultant shall compile a written summary report with any further recommendations, options or corrective actions for improvement in each of the areas identified in the Project
- g. The Consultant shall develop recommendations to achieve and maintain a total compensation system that supports the City's mission and strategic objectives, and is designed to support a competitive, flexible, customer and results-oriented organization.

B. THE CONSULTANT AGREES:

1. Any reports and/or recommendations prepared by the Consultant shall be submitted to, Emily Wagner, Human Resources Manager, City of Elmhurst, 209 N. York Street, Elmhurst, Illinois 60126, with a copy to Donald J. Storino, Storino, Ramello & Durkin, 9501 West Devon Avenue, Suite 800, Rosemont, Illinois 60018.

2. Additional services beyond the scope of the Consulting Services, requested in writing by the City, shall be performed by the Consultant in accordance with the hourly rates as set forth in the Consultant's Fee Schedule, which is attached hereto marked as Exhibit "A," and made a part hereof.

3. The Consultant shall procure and maintain for the duration of this Agreement, and for three (3) years thereafter, insurance against errors and omissions and claims for injuries to its employees which may arise from or are in conjunction with the performance of the Consulting Services, its agents, representatives, employees, or subcontractors. The Consultant shall maintain insurance with limits no less than:

- a. General Liability - \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, provided that when the estimated cost of the work in question does not exceed \$5,000, the required limit shall be \$500,000;
- b. Automobile Liability (if applicable) - \$1,000,000 combined single limit per accident for bodily injury and property damage; and
- c. Workers' Compensation and Employers' Liability – Workers' Compensation limits as required by the Labor Code of the State of Illinois and Employers' Liability limits of \$1,000,000 per accident.

Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductible or self-insured retention as respects the City, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses to the extent of such deductible or self-insured retention. The policies shall contain, or be endorsed to contain, the following provisions:

- a. General Liability and Automobile Liability Coverage -
 - i. The City, its officers, officials, employees, volunteers, and agents are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Insured, and premises owned, occupied or used by the Consultant. The coverage shall

contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, volunteers or agents.

- ii. The Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, volunteers and agents. Any insurance or self-insurance maintained by the City, its officers, officials, employees, volunteers and agents shall be in excess of the Consultant's insurance and shall not contribute with it.
 - iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees, volunteers and agents.
 - iv. The Consultant's insurance shall apply separately to each covered party against whom claim is made or suit is brought except with respect to the limits of the insurer's liability.
- b. Workers' Compensation and Employers' Liability Coverage
- i. The policy shall waive all rights of subrogation against the City, its officers, officials, employees, volunteers and agents for losses arising from work performed by the insured for the City.

Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail has been given to the City. Each insurance policy shall name the City, its officers, officials and employees, volunteers and agents as additional insureds. Insurance is to be placed with insurers having a Best's minimum insurance rating of A.

The Consultant shall furnish the City with certificates of insurance and with original endorsements effecting coverage required by this provision. The certificate and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms approved by the City and shall be subject to approval by the City Attorney before work commences. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

The Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

4. To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the City, its officials, employees, volunteers, and agents against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, cost and expenses, which may in any way accrue against the City, its officials, employees, volunteers, and agents, arising in whole or in part in consequence of the negligent or willful performance of the Consulting Services by the Consultant, its employees, or subcontractors, or which may in any way result therefor, except that arising out of the negligence or willful act of the City, its officials, employees, volunteers, and agents. If any judgment shall be rendered against the City, its officials, agents, employees, volunteers, and agents, in any such action the Consultant shall, at its own expense, satisfy and discharge the same.

5. Notwithstanding any other provision of this Agreement, nothing contained in this Agreement shall require the Consultant to indemnify or hold harmless another person from that person's own negligent acts or omissions.

6. Any insurance policies required by this Agreement, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify, keep and save harmless the City, its officials, agents, employees and volunteers and herein provided.

7. The Consultant further represents and warrants to the City that the Consultant and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Consultant hereby agrees to defend, indemnify and hold harmless the City, the Corporate Authorities, and all City elected or appointed officials, officers, employees, agents, representatives, Consultants, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from and related to any breach of the foregoing representations and warranties.

8. The Consultant shall comply with all applicable federal and Illinois statutes, and local ordinances of the City and shall operate within and uphold the ordinances, rules and regulations of the City while engaged in services herein described.

9. The City reserves the right by written change order or amendment to make changes in the requirements and the amounts of work, and the Consultant and the City shall negotiate appropriate adjustments acceptable to both parties to accommodate such changes.

10. This Agreement may be terminated by the City upon thirty (30) days' written notice to the Consultant, at its last known post office address, provided that, should this Agreement be terminated by the City, the Consultant shall be paid for any services completed and any services partially completed.

11. This Agreement may be immediately terminated by the City upon written notice to the Consultant, at its last known post office address, upon the occurrence of any one or more of the following events, without cause and without prejudice to any other right or remedy:

- a.** If the Consultant commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereinafter in effect, or if the Consultant takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to bankruptcy or insolvency;
- b.** If a petition is filed against the Consultant under any chapter of the Bankruptcy Code (Title 11, United States Code) as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against the Consultant under any other federal or state law in effect at the time relating to bankruptcy or insolvency;
- c.** If the Consultant makes a general assignment for the benefit of creditors;
- d.** If a trustee, receiver, custodian or agent of the Consultant is appointed under applicable law or under contract, whose appointment or authority to take charge of property of the Consultant is for the purpose of enforcing a lien against such property or for the purpose of general administration of such property for the benefit of the Consultant's creditors; and

- e. If the Consultant admits in writing an inability to pay its debts generally as they become due.

12. Upon termination of this Agreement, all records and reports completed or partially completed at the time of termination shall become the property of, and be made available to, the City. Within five (5) days after notification and request, the Consultant shall deliver to the City all property, books and effects of every description in its possession belonging to the City and pertaining to the Project.

13. The Consultant is qualified technically and is conversant with the policies applicable to the performance of the Consulting Services, and sufficient, properly trained, and experienced personnel will be retained to perform the services enumerated herein.

14. The Consultant will maintain all books, documents, papers, accounting records, and other evidence pertaining to its costs incurred and to make such materials available at the Consultant's office at all reasonable times during the Agreement period and retain such records for a period of three (3) years from the date of final payment under this Agreement.

15. The Consultant warrants that it has not employed or retained any company or person, other than an employee working solely for the Consultant, to secure this Agreement, and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability, or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

16. This Agreement shall be deemed to be exclusive between the City and the Consultant. This Agreement shall not be assigned by the Consultant without first obtaining permission in writing from the City.

17. All books, papers, notes, records, lists, data, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, magnetic media, electronic files, printouts, backups, and computer databases created or modified by the Consultant relating in any manner to the Consulting Services or by anyone else and used by the Consultant in performance of the Consulting Services shall be a work made for hire" as defined by the laws of the United States regarding copyrights (hereinafter defined as the "Work").

18. The Consultant hereby assigns to the City and its successors and assigns all of its right, title, interest and ownership in the Work, including, but not limited to, copyrights, trademarks, patents, and trade secret rights, and the rights to secure any renewals, reissues, and extensions thereof. The Consultant grants permission to the City to register the copyright and other rights in the Work in the City's name. The Consultant shall give the City, or any other person designated by the City, all assistance reasonably necessary to perfect its rights under this Agreement and to sign such applications, documents, assignment forms and other papers as the City requests from time to time to

further confirm this assignment. The Consultant further grants to the City full, complete and exclusive ownership of the Work. The Consultant shall not use the Work for the benefit of anyone other than the City, without the City's prior written permission. Upon completion of the Work or other termination of this Agreement, the Consultant shall deliver to the City all copies of any and all materials relating or pertaining to this Agreement.

19. The Consultant will not, at any time, either directly or indirectly, disclose, use or communicate or attempt to disclose, use or communicate to any person, firm, or corporation any confidential information or any other information concerning the business, services, finances or operations of the City, except as expressly authorized by the City. The Consultant shall treat such information at all times as confidential. The Consultant acknowledges that each of the following can contain confidential information of the City, and that the disclosure of any of the following by the Consultant, without the City's express authorization, would be harmful and damaging to the City's interests:

- a.** Compilations of resident names and addresses, resident lists, resident payment histories, resident information reports, any other resident information, computer programs, computer software, printouts, backups, computer disks and diskettes, and computer databases and which are not otherwise known to the public.
- b.** All information relating to the Consulting Services being performed by the Consultant under this Agreement, regardless of its type or form and which are not otherwise known to the public.
- c.** Ideas, concepts, designs and plans which are specifically involved with the Consulting Services being performed by the Consultant under this Agreement which are created, designed, enhanced by the Consultant and which are not otherwise known to the public.
- d.** Financial information and police records.

This itemization of confidential information is not exclusive; there may be other information that is included within this covenant of confidentiality. This information is confidential whether or not it is expressed on paper, disk, diskette, magnetic media, optical media, monitor, screen, or any other medium or form of expression. The phrase "directly or indirectly" includes, but is not limited to, acting through Consultant's wife, children, parents, brothers, sisters, or any other relatives, friends, partners, trustees, agents or associates.

20. In the event of breach of the confidentiality provisions of this Agreement, it shall be conclusively presumed that irreparable injury would result to the City and there would be no adequate remedy at law. The City shall be entitled to obtain temporary and permanent injunctions, without bond and without proving damages, to enforce this Agreement. The City is entitled to damages for any breach of the Agreement, including, but not limited to, compensatory, incidental, consequential, exemplary and punitive damages. The confidentiality provisions of this Agreement survive the termination or performance of this Agreement.

C. THE CITY AGREES:

1. The City shall provide full information regarding requirements for and about the Project, and shall furnish and pay for all legal, accounting and insurance counseling services as may be necessary, at any time, for the Project.

2. After the Consultant indicates to the City the information needed for rendering of the Consulting Services, the City shall provide to the Consultant such information as is available to the City and the City's consultants and contractors, and the Consultant shall be entitled to rely upon the accuracy and completeness thereof.

3. For the performance by the Consultant of the services set forth above, the City shall pay the Consultant on the following basis of payment:

a. Amount of Consultant's Fee.

The Consultant shall receive, as full payment for completing all work required of the Consultant under this Agreement, a fee consisting of payment for the services at the rates set forth in Exhibit "A".

b. Consultant's Estimated Fee.

The Consultant has estimated that its total fee for the performance of the Consulting Services shall be _____ (hereinafter referred to as the Total Consultant's Fee). The total compensation paid to the Consultant for the Consulting Services shall not exceed the Total Consultant's Fee.

c. Payment of Consultant's Fee.

The City, for and in consideration of the rendering of the Consulting Services enumerated herein shall pay to the Consultant for rendering such services the fee hereinbefore established in the following manner:

- i. Upon receipt of monthly statements from the Consultant and the approval thereof by the City, payments for the performance of the Consulting Services shall be due and payable to the Consultant within thirty (30) days after approval by the City.
- ii. Payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1, *et seq.*).

D. IT IS MUTUALLY AGREED:

1. The Consultant is an independent contractor in the performance of this Agreement, and it is understood that the parties have not entered into any joint venture or partnership with the other. The Consultant shall not be considered to be the agent of the City. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the City or Consultant.

2. Each party to this Agreement shall designate one or more persons to act with authority on its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.

3. Written notices between the City and the Consultant shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, addressed to the appropriate party as follows:

a. If to the City:

City of Elmhurst
209 North York Street
Elmhurst, Illinois 60126
Attn: City Manager

b. If to the Consultant:

c. Either party may change its mailing address by giving written notice to the other party as provided above. Whenever this Agreement requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this paragraph.

4. This Agreement represents the entire and integrated contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. This Agreement may only be amended by written instrument executed by authorized signatories of the City and the Consultant.

5. The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors.

6. The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement, and shall not be construed to be a waiver of any provision, except for the particular instance.

7. If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby; and each term, covenant or condition of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

8. This Agreement shall be construed under and governed by the laws of the State of Illinois, and all actions brought to enforce the dispute resolution provisions of this Agreement shall be so brought in the Circuit Court of DuPage County, State of Illinois.

10. This Agreement shall become effective only after an appropriation therefor has been made. The term of this Agreement shall be for one year following the effective date of the appropriation.

E. CERTIFICATION OF CONSULTANT:

1. The Consultant certifies that the Consultant, its shareholders holding more than five percent (5%) of the outstanding shares of the Consultant, its officers and directors are:
 - a. Not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
 - b. Not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or Section 33E-4 (bid rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);
 - c. Not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1 of the Education Loan Default Act (5 ILCS 385/1 *et seq.*);
 - d. In compliance with equal employment opportunities and that during the performance of the Agreement, the Consultant shall:
 - i. Not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
 - ii. If it hires additional employees in order to perform this Agreement or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Right's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
 - iii. In all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
 - iv. Send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other Agreement or understanding, a notice advising such labor organization or representative of the Consultant's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Consultant in its efforts to comply with such Act and Rules and Regulations, the Consultant will promptly so notify the Illinois Department of Human Rights; and the City and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

- v. Submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may, from time to time, be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- vi. Permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- vii. Not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this section, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis or race, creed, color, or national origin because of habit, local custom, or otherwise.
- viii. Consultant (except where it has obtained identical certifications from proposed Subcontractors and material suppliers for specific time periods), obtain certifications in compliance with this subparagraph from proposed subcontractors or material suppliers prior to the award of a subcontract or the consummation of material supply Agreements, exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, and that Consultant will retain such certifications in its files.
- e. In the event of the Consultant's non-compliance with the provisions of the Equal Employment Opportunity Clause, the Act or the Rules and Regulations of the Department, the Consultant may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.
- f. In compliance with 775 ILCS 5/2-105(A)(4) by having in place and enforcing a written sexual harassment policy;
- g. In compliance with 30 ILCS 580/1 *et seq.* (Drug-Free Workplace Act) by providing a drug-free workplace by:
 - i. Publishing a statement:
 - (a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the Consultant's workplace;

- (b) Specifying the actions that will be taken against employees for violations of such prohibition; and
 - (c) Notifying the employees that, as a condition of employment on such Agreement, the employees will:
 - (1) abide by the terms of the statement; and
 - (2) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- ii. Establishing a drug-free awareness program to inform employees about:
 - (a) the dangers of drug abuse in the workplace;
 - (b) the Consultant's policy of maintaining a drug-free workplace;
 - (c) any available drug counseling, rehabilitation, and employee assistance program; and
 - (d) the penalties that may be imposed upon employees for drug violations.
- iii. Making it a requirement to give a copy of the statement required by subparagraph E.1.g.i. to each employee engaged in the performance of the Agreement, and to post the statement in a prominent place in the workplace.
- iv. Notifying the City within ten (10) days after receiving notice under subparagraph E.1.g.i(c)(2) from any employee or otherwise receiving actual notice of such conviction.
- v. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5.
- vi. Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.
- vii. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
- h. Not a City official, spouse or dependent child of a City official, agent on behalf of any City official or trust in which a City official, the spouse or dependent child of a City official in violation of Section 15.02 of Chapter 15 of the Elmhurst Municipal Code.
- i. Not in violation of Section 15.02 of Chapter 15 of the Elmhurst Municipal Code by an officer or employee of the City having solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Consultant.
- j. Not in violation of Section 15.02 of Chapter 15 of the Elmhurst Municipal Code by the Consultant having given to any officer or employee of the City any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited

to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer.

- k. the Consultant acknowledges that, pursuant to the provisions of the Illinois Freedom of Information Act, (5 ILCS 140/1 *et seq.*), documents or records prepared or used in relation to work performed under this agreement are considered a public record of the City; and therefore, within thirty (30) days of completion of the work required of the Consultant under this agreement, the Consultant shall produce to the City, in electronic format, all records that directly relate to the governmental function performed by the Consultant under this agreement at no additional cost to the City; and furthermore, the Consultant shall review its records and promptly produce to the City any additional records in the Consultant’s possession which the City requires in order to properly respond to a request made pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), and the Consultant shall produce to the City such records within three (3) business days of a request for such records from the City at no additional cost to the City.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the dates below indicated.

Executed by the City, this ____ day of _____ 2022.

City of Elmhurst
209 North York Street
Elmhurst, Illinois 60126

By: _____
Scott M. Levin, Mayor

ATTEST:

By: _____
Jackie Haddad-Tamer, City Clerk

Executed by the Consultant, this ____ day of _____ 2022.

CONSULTANT:

By: _____

ATTEST:

By: _____

EXHIBIT A

Consultant's Fee Schedule

1/1/2020 CITY OF ELMHURST CLASSIFICATION STRUCTURE eff 1/1/20 (no change from 6/7/19 Structure)
last update

Job #	Grade	Administrative & Services			
		<u>Grade A1</u>	\$28,675.75	\$35,850.47	\$43,025.19
270	A1H	School Crossing Guard	\$13.79	\$17.24	\$20.69
6034	A1H	Public Works Custodian			
6025	A1H	Parts Runner			
2017	A1H	Mail Clerk			
			\$45,526.16	\$56,901.09	\$68,277.13
		<u>Grade A2</u>	\$21.89	\$27.36	\$32.83
5009	A2H	Police Records Clerk			
7014	A2H	Museum Coordinator			
		<u>Grade A3</u>	\$49,824.38	\$62,279.65	\$74,736.03
2014	A3H	Accounting Clerk	\$23.95	\$29.94	\$35.93
10001	A3H	Administrative Assistant I			
10003	A3H	Customer Service Representative			
2022	A3H	Human Resources Assistant			
5007	A3H	Parking Enforcement Officer			
5006	A3H	Police Service Officer			
		<u>Grade A4</u>	\$55,310.87	\$69,127.30	\$82,942.63
10002	A4H	Administrative Assistant II	\$26.59	\$33.23	\$39.88
2016	A4H	Deputy City Clerk			
Job #	Grade	Technicians & Trades			
		<u>Grade T1</u>	\$50,892.61	\$63,615.48	\$76,338.36
			\$24.47	\$30.58	\$36.70
		<u>Grade T2</u>	\$56,549.79	\$70,681.18	\$84,812.57
6020	T2H	Central Stores Coordinator	\$27.19	\$33.98	\$40.78
3004	T2H	Code Enforcement Officer I			
5011	T2H	Crime & Intelligence Analyst			
2021	T2H	IT Technician I			
5013	T2H	Property and Evidence Technician			
266	T2H	Part Time Police Officer			
6005	T2H	Public Works Inspector			
3009	T2H	Combination Residential Building Inspector			
6006	T2H	Utility Locator & Inspector			
		<u>Grade T3</u>	\$68,325.58	\$85,407.25	\$102,488.92
3005	T3H	Building Inspector	\$32.85	\$41.06	\$49.27
3003	T3H	Code Enforcement Officer II			
6019	T3H	Electronic Maintenance Technician			
2026	T3H	IT Technician II			

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Job #	Grade	<u>Professional</u>			
		<u>Grade P1</u>	\$58,418.63	\$73,035.68	\$87,652.72
7010	P1H	Museum Educator	\$28.09	\$35.11	\$42.14
2020	P1H	Human Resources Specialist			
		<u>Grade P2</u>	\$65,873.07	\$82,335.83	\$98,797.49
6033	P2E	Civil Engineer I	\$31.67	\$39.58	\$47.50
7007	P2E	Curator Collections			
7008	P3E	Curator Exhibits			
192	P2H	ESDA Coordinator			
2023	P2E	Human Resources Generalist			
7006	P2H	Museum Marketing & Communications Specialist			
7016	P2H	Supervisor of Education Services			
3007	P2H	Plans Examiner			
2007	P2H	Systems Analyst			
		<u>Grade P3</u>	\$73,309.89	\$91,638.19	\$109,965.39
2005	P3E	GIS Specialist	\$35.25	\$44.06	\$52.87
6003	P3E	Civil Engineer II			
6004	P3E	Utilities Capital Projects Administrator			
8002	P3E	Assistant City Planner			
1005	P3E	Communications Manager			
1006	P2E	Business Development Coordinator			
2028	P3E	Accountant			
		P3E	IT Project Manager		
		<u>Grade P4</u>	\$90,002.82	\$112,503.80	\$135,004.79
8001	P4E	City Planner	\$43.27	\$54.09	\$64.91
Job #	Grade	<u>Supervisory</u>			
		<u>Grade S1</u>	\$64,411.70	\$83,732.23	\$103,058.27
5019	S1H	Police Administrative Service Officer	\$30.97	\$40.26	\$49.55
5008	S1E	Police Records Supervisor			
6018	S1E	Electrical Maintenance Supervisor			
6032	S1E	Building Maintenance Supervisor			
5020	S1E	Part Time Police Officer Supervisor			
2012	S1E	Utility & Billing Collections Supervisor			
6024	S1E	Supervisor Distribution & Collection			
		<u>Grade S2</u>	\$70,851.88	\$92,107.33	\$113,362.78
6016	S2E	Assistant Fleet Manager	\$34.06	\$44.28	\$54.50
6012	S2E	Assistant Superintendent Distribution & Collection Water Wastewater			
6014	S2E	Assistant Superintendent Forestry			
6009	S2E	Assistant Superintendent Streets Maintenance			

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6027 S2E Assistant Superintendent Production & Treatment Water Wastewater
2027 S2E IT Supervisor

Job #	Grade	<u>Management</u>			
		<u>Grade M1</u>	\$80,732.40	\$104,951.34	\$129,171.39
6015	M1E	Fleet Manager	\$38.81	\$50.46	\$62.10
5005	M1E	Police Sergeant			
6011	M1E	Superintendent Distribution & Collection Water Wastewater			
6031	M1E	Superintendent Electrical & Building Maintenance			
6013	M1E	Superintendent Forestry			
6026	M1E	Superintendent Production & Treatment Water Wastewater			
6008	M1E	Superintendent Streets Maintenance			
		<u>Grade M2</u>	\$89,703.27	\$116,613.71	\$143,524.14
2010	M2E	Accounting Manager	\$43.13	\$56.06	\$69.00
4003	M2E	Battalion Chief			
3001	M2E	Building Commissioner			
5004	M2E	Detective Commander			
5003	M2E	Watch Commander			
		<u>Grade M3</u>	\$98,679.66	\$128,283.78	\$157,886.79
2002	M3E	Assistant Director Finance	\$47.44	\$61.67	\$75.91
6003	M3E	City Engineer			
4002	M3E	Deputy Fire Chief			
5002	M3E	Deputy Police Chief			
6030	M3E	Assistant Public Works Director			
6028	M3E	Water Wastewater Manager			
Job #	Grade	<u>Director</u>			
		<u>Grade D1</u>	\$102,384.30	\$133,100.69	\$163,815.99
2008	D1E	Human Resources Director	\$49.22	\$63.99	\$78.76
2003	D1E	Information Technology Director			
7001	D1E	Museum Director			
		<u>Grade D2</u>	\$113,760.34	\$147,888.44	\$182,017.64
2001	D2E	Finance Director	\$54.69	\$71.10	\$87.51
4001	D2E	Fire Chief			
5001	D2E	Police Chief			
		<u>Grade D3</u>	\$125,675.99	\$163,377.68	\$201,080.48
6001	D3E	Public Works Director	\$60.42	\$78.55	\$96.67
		<u>Grade D4</u>	\$137,650.01	\$178,945.12	\$220,240.23
1004	D4E	Assistant City Manager	\$66.18	\$86.03	\$105.88

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NUS	25	City Manager	\$173,570	\$216,962	\$260,355
			\$83.45	\$104.31	\$125.17