

**AGENDA
CITY OF ST. CHARLES, IL
GOVERNMENT SERVICES COMMITTEE MEETING
JAMES MARTIN, CHAIRMAN**

**MONDAY, JANUARY 26, 2015, 7:00 P.M
CITY COUNCIL CHAMBERS
2 E. MAIN STREET, ST. CHARLES, IL 60174**

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. ADMINISTRATIVE**
 - a. Electric Reliability Report – Information only.
- 4. PUBLIC WORKS DEPARTMENT**
 - a. Recommendation to award Contract to FGM Architects for Professional Architectural Services related to the Police Facility Study.
 - b. Presentation of Project Close Out for the Municipal Parking Lot Reconstruction.
 - c. Recommendation to approve Illinois Department of Transportation Resolution regarding Non-Routine Maintenance Work within the State Right of Way for 2015 and 2016.
 - d. Recommendation to authorize the Mayor and City Clerk to Execute an Agreement with Wide Open West for Placement of Fiber Optic Cables on City Owned Poles.
 - e. Presentation of Green Initiatives Update.
 - f. Recommendation to approve Resolution in Support of St. Charles Municipal Electric Utility Bid to Illinois Municipal Electric Agency to Host 500KW Solar Plant at 850 Equity Drive.
 - g. Presentation of ComEd Reliability Quarterly Report.
 - h. Recommendation to approve Public Water Main and Temporary Construction Easements with the Q Center.
 - i. Recommendation to approve Change Order No. 1 for the Red Gate Water Tower Construction Project.

- j. Recommendation to approve Change Order No. 2 for the Illinois Street Siphon Rehabilitation Project.
- k. Recommendation to approve Change Order No. 10 with Whittaker Construction and Contract Addendum No. 2 with Trotter and Associates for the Biosolids Building Construction Project.

5. POLICE DEPARTMENT

- a. Recommendation to approve a Resolution to Extend the Intergovernmental Agreement with the County of Kane for Animal Control Services for One Year.

6. ADDITIONAL BUSINESS

7. EXECUTIVE SESSION

- Personnel
- Pending Litigation
- Probable or Imminent Litigation
- Property Acquisition
- Collective Bargaining

8. ADJOURNMENT



AGENDA ITEM EXECUTIVE SUMMARY

Title: Electric Reliability Report – Information Only

Presenter: Tom Bruhl

Please check appropriate box:

<input checked="" type="checkbox"/>	Government Operations	X	Government Services 01.26.15
<input type="checkbox"/>	Planning & Development		City Council
<input type="checkbox"/>	Public Hearing		

Estimated Cost:	\$	Budgeted:	YES		NO	
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If NO, please explain how item will be funded:

Executive Summary:

For information only.

Attachments: *(please list)*

December 2014 Outage Reports.

Recommendation / Suggested Action *(briefly explain):*

For information only.

For office use only: Agenda Item Number: 3.a



AGENDA ITEM EXECUTIVE SUMMARY

Title:	Recommendation to Award Contract to FGM Architects for Professional Architectural Services related to the Police Facility Study
Presenter:	Peter Suhr

Please check appropriate box:

Government Operations	<input checked="" type="checkbox"/>	Government Services – 01.26.15
Planning & Development	<input type="checkbox"/>	City Council
Public Hearing	<input type="checkbox"/>	

Estimated Cost:	\$72,260	Budgeted:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> X	<input type="checkbox"/> NO	
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Executive Summary:

As part of an ongoing commitment to maintain City owned facilities, the Public Works Department recently concluded an existing conditions analysis of the Police Facility to help determine maintenance needs for the building. The analysis identified several building deficiencies which would need to be corrected over the next five years and would exceed costs of \$1,000,000. In addition, Police staff has identified several operational deficiencies due to the layout of the current building. This is a result of the combination of seven different structures that have been connected together over history to form what is now known as the Police Facility.

Recognizing the fairly immediate need for several capital maintenance projects, anticipated expensive project costs and current operational deficiencies, City staff is recommending an Architectural Needs Assessment Analysis and Master Plan Study to help us determine the most appropriate path moving forward. City Staff is prepared to consider any combination of the following in an effort to improve the existing conditions of the Police Facility to meet current standards and codes while recognizing how those improvements can contribute to more efficient police operations:

- Existing facility remodeling project.
- Partial demolition and re-construction of a portion of the existing facility.
- Complete demolition of the existing facility and re-construction of a new facility either in the same location or adjacent the existing facility.
- New facility on a new site.

City Staff prepared a request for qualification and received responses from seven qualified firms to provide professional architectural services as described above. City Staff assembled a team to review each proposal and interviewed the top four firms. FGM Architects assembled a superior team and was selected by our review committee. FGM, based out of Oak Brook, has extensive project management experience, a vast resume of similar projects and has the longest and broadest track record of successfully completed Illinois Police Stations.

Attachments: *(please list)*

FGM Architects Proposal

Recommendation / Suggested Action *(briefly explain):*

Recommendation to award the Contract for Professional Architectural Services for the Police Facility Study to FGM Architects.

<i>For office use only:</i>	<i>Agenda Item Number: 4.a</i>
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FGM ARCHITECTS

January 15, 2015

Mr. Peter Suhr
Director of Public Works
City of St. Charles
2 East Main Street
St. Charles, Illinois 60174

Re: City of St. Charles Police Facility Study Fee Proposal

Dear Mr. Suhr:

FGM Architects proposes to perform professional Architectural Services for the City of St. Charles Police Facility Study for a lump sum fee of \$63,910.00 for the services identified in our Statement of Qualifications dated December 23, 2014 plus reimbursable expenses as identified below.

We have attached a fee schedule identifying the scope of work we are recommending which was utilized to establish our fees. If the City desires a different scope of services than those outlined as attached and below, we do encourage you to let us know and we will be happy to adjust our proposed fee accordingly.

We recommend the City consider adding the below two optional services to this project. While not critical to the initial Police Facility Study, we believe these services may add substantial value to the process.

1. City Council "Goals" Input Workshop. We suggest a big picture with the City Council to garner input about their expectations and goals for the feasibility study and specifically the future of police operations in St. Charles. The fee for this workshop meeting is \$1,200.00
2. We suggest a topographic survey be completed to accurately map the floodplain area. The 100-year floodplain is based on the actual flood elevation per the Fox River flood study. The fee to complete a topographic survey based on a FEMA benchmark of the Village Hall and Police facility is \$7,150.00

Our fees include costs for printing and reproduction of study materials. Reimbursable Expenses include postage and delivery, long distance travel (over 100 miles) as authorized in advance by the City of St. Charles, fees and expenses of special consultants as authorized in writing by the City such as Environmental Engineers or Hazardous Material Consultants and any fees paid by FGM to authorities having jurisdiction over the project. Reimbursable Expenses exclude local travel, phone and fax. Reimbursable Expenses will be billed at One Hundred Ten Percent (1.10) times Architect's actual direct cost of same.

FGM includes civil, structural, mechanical, electrical, plumbing and fire protection engineering consultation as part of our fee. Survey, geotechnical, material testing and hazardous waste engineering are not included in our proposal (except as noted as an optional service above).

For any Additional Services authorized by the City of St. Charles beyond the scope of this Proposal, FGM shall be compensated on the basis of the hourly rates described in the attached

FGM ARCHITECTS

Hourly Rate Schedule for the professional and technical employees engaged on the Project plus Reimbursable Expenses.

Payments shall be made monthly by the City of St. Charles to FGM upon receipt of FGM's invoice and in accordance with the Local Government Prompt Payment Act.

The terms of this Proposal are based upon services commencing within 90 calendar days of "Proposal Opening" and all services being completed within eight (8) months thereafter.

If you have any questions regarding our qualifications or proposal, please do not hesitate to contact us.

Sincerely,



John C. Dzarnowski, AIA
Principal-in-Charge, Director, Municipal and Recreation
Phone: 630.368.8319
Email: johnd@fgmarchitects.com



Raymond Lee, AIA, LEED AP
Principal, Planner/Programmer
Phone: 630.574.8711
Email: rayl@fgmarchitects.com

FGM ARCHITECTS

City of St. Charles Police Facility Study

ESTIMATED FGM ARCHITECTS FEE

Fee based on an average hourly rate of:

\$165

TASK	STAFF	HOURS	COST
FGM Architects			
Project Kick-Off Meeting			
Kick-Off Meeting	3	10	\$1,650
Document Meeting	1	2	\$330
Meet with Historical Preservation Committee			
Meeting to understand significance of project	2	8	\$1,320
Needs Assessment			
Interview Police and City Staff	2	28	\$4,620
Develop Space Needs Program	2	26	\$4,290
Team Meetings	3	12	\$1,980
Existing Conditions Report			
Review Existing Conditions/Analysis	2	30	\$4,950
Initial Remodeling and New Building Budgets	2	4	\$660
Report of Findings	2	16	\$2,640
Team Meetings	2	12	\$1,980
Concept Planning/Master Plan Development			
Develop Initial Plans	2	36	\$5,940
Develop Selected Options	2	32	\$5,280
Meet with Historical Preservation Committee	2	8	\$1,320
Budget Development	2	8	\$1,320
Team Meetings	3	12	\$1,980
Final Report/City Council Presentation			
Report Preparation	3	40	\$6,600
Team Meetings	2	8	\$1,320
Prepare City Council Presentation	2	6	\$990
City Council Presentation	3	12	\$1,980
Contingency	1	16	\$2,640
Consultants			
Structural Engineering Review			\$1,650
MEP Engineering Review			\$4,400
Civil Engineering Review			\$4,070
TOTAL		326	\$63,910
Optional Services			
Optional City Council Goal Setting Meeting			\$1,200
Optional a topographic survey to map the floodplain area			\$7,150

FGM ARCHITECTS

HOURLY RATE SCHEDULE **Effective November 1, 2014 ***

Where the fee arrangements are to be on an hourly basis, the rates shall be those that prevail at the time services are rendered. Current rates are as follows:

FGM Architects

Arch IV	\$185.00
Arch III	\$145.00
Arch II	\$110.00
Arch I	\$85.00
Landscape Architect	\$145.00
Project Administrator III	\$105.00
Project Administrator II	\$80.00
Project Administrator I	\$70.00

Consolidated Consulting Engineers

Principal Engineer	\$160.00
Associate Engineer	\$140.00
Design Engineer	\$110.00
Drafts Person	\$90.00
Clerical	\$70.00

McCluskey Engineering Corporation

Director Engineer	\$175.00
Principal Engineer	\$140.00
Senior Engineer	\$115.00
Engineer	\$100.00
Drafting Supervisor	\$95.00
Drafts Person	\$80.00
Clerical	\$50.00

Webster, McGrath & Ahlberg, Ltd.

Senior Engineer	\$155.00
Landscape Architect	\$155.00
Project Engineer	\$120.00
Senior Land Surveyor	\$165.00
Land Surveyor	\$152.00

* Hourly rates are subject to adjustment on November 1 each year.



AGENDA ITEM EXECUTIVE SUMMARY

Title: Presentation of Project Close Out for the Municipal Parking Lot Reconstruction

Presenter: Peter Suhr

Please check appropriate box:

	Government Operations	X	Government Services – 01.26.15
	Planning & Development		City Council
	Public Hearing		

Estimated Cost:	N/A	Budgeted:	YES		NO	
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If NO, please explain how item will be funded:

Executive Summary:

In June of 2014, the Government Services Committee approved a Construction Services Agreement for the Municipal Parking Lot Reconstruction with A Lamp Concrete Contractors for a total construction cost of \$1,035,353.29. At that time, the project budget was \$830,000. Even though the bid amount was significantly over budget, City staff recommended proceeding with the project for two main financial reasons. First, staff identified \$165,000 worth of potential Value Engineering items that would be considered during construction that would help reduce the bid amount. Second, staff suggested that the budget increase for the Municipal Parking Lot project could be offset by the Tyler Road project which had just been completed and was under budget by about \$150,000.

City Staff is pleased to announce that the Municipal Parking Lot project is complete and final costs for the project were slightly less than the original \$830,000 budget. As anticipated and discussed in June 2014, about \$215,000 of value engineering items were eliminated from the project during construction, however did not significantly impact the character of the design. As a result, City staff did not have to utilize any of the remaining funds from the Tyler Road project. In addition, since the project is now complete, the City will receive the \$65,000 Kane County Riverboat Grant.

Attachments: *(please list)*

None

Recommendation / Suggested Action *(briefly explain):*

For office use only:

Agenda Item Number: 4.b



AGENDA ITEM EXECUTIVE SUMMARY

Title:	Recommendation to approve Illinois Department of Transportation Resolution Regarding Non-Routine Maintenance Work Within the State Right of Way for 2015 and 2016
Presenter:	Karen Young

Please check appropriate box:

<input checked="" type="checkbox"/>	Government Operations	X	Government Services 01.26.15
<input type="checkbox"/>	Planning & Development		City Council
<input type="checkbox"/>	Public Hearing		

Estimated Cost:	N/A	Budgeted:	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
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If NO, please explain how item will be funded:

Executive Summary:

The city is required annually to furnish IDOT with a resolution that permits the city to perform work within the state right-of-way. City work may include utility locations for JULIE, construction, operations and maintenance of driveways and street returns (intersection curb and pavement work), water mains, sanitary and storm sewers, street lights, traffic signals, sidewalk, landscaping, etc. This relates to planned and emergency tasks.

The resolution requires the city to follow the IDOT permit conditions and hold the State of Illinois harmless for damages resulting from accidents or reasons relating to the performance of work.

Attachments: *(please list)*

IDOT resolution

Recommendation / Suggested Action *(briefly explain):*

Recommendation to approve Illinois Department of Transportation Resolution regarding non-routine maintenance work within the State Right of Way.

<i>For office use only:</i>	<i>Agenda Item Number: 4.c</i>
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RESOLUTION

Whereas, the _____, hereinafter referred to as MUNICIPALITY, located in the County of _____, State of Illinois, desires to undertake, in the years 20__ and 20__, the location, construction, operation and maintenance of driveways and street returns, watermains, sanitary and storm sewers, street light, traffic signals, sidewalk, landscaping, etc., on State highways, within said MUNICIPALITY, which by law and/or agreement come under the jurisdiction and control of the Department of Transportation of the State of Illinois hereinafter referred to as Department, and,

Whereas, an individual working permit must be obtained from the Department prior to any of the aforesaid installations being constructed either by the MUNICIPALITY or by a private person of firm under contract and supervision of the MUNICIPALITY.

NOW, THEREFORE, be it resolved by the MUNICIPALITY:

FIRST: That MUNICIPALITY hereby pledges its good faith and guarantees that all work shall be performed in accordance with conditions of the permit to be granted by the Department, and to hold State of Illinois harmless during the prosecution of such work, and assume all liability for damages to person or property due to accidents or otherwise by reason of the work which it to be performed under the provision of said permit.

SECOND: That all authorized officials of the MUNICIPALITY are hereby instructed and authorized to sign said working permit on behalf of the MUNICIPALITY.

I, _____, hereby certify the

above to be true copy of the resolution passed by the

MUNICIPALITY. Dated this _____ day

of _____ A.D. ____

Corporate Seal

By: _____



AGENDA ITEM EXECUTIVE SUMMARY

Title:	Recommendation to Authorize the Mayor and City Clerk to Execute an Agreement with Wide Open West for Placement of Fiber Optic Cables on City Owned Poles
Presenter:	Tom Bruhl

Please check appropriate box:

<input checked="" type="checkbox"/>	Government Operations	X	Government Services 01.26.15
<input type="checkbox"/>	Planning & Development		City Council
<input type="checkbox"/>	Public Hearing		

Estimated Cost:	\$NA	Budgeted:	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
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If NO, please explain how item will be funded:

Executive Summary:

Verizon contacted the City with a proposal to install Verizon Mini-Cell Sites on City owned infrastructure, and an agreement with Verizon was completed in 2013. Subsequently, Verizon has chosen Wide Open West as their preferred provider for fiber optic connection with the Mini-Cells. The pole attachment agreement is based on an existing AT&T agreement, with enhanced language that is beneficial to the City. The pole attachment offers a revenue stream for renting space on poles that we own and maintain. The additional weight loading on the pole is not significant and the City costs to administer the agreement are limited to administrative related expenses. The City has no additional liability, and has the right to refuse any proposed location. The master agreement has been reviewed and approved by our City Attorney.

Attachments: *(please list)*

Master Agreement

Recommendation / Suggested Action *(briefly explain):*

Recommendation to authorize Mayor and City Clerk to execute agreement with Wide Open West for Placement of Fiber Optic Cables on City Owned Poles

<i>For office use only:</i>	<i>Agenda Item Number: 4.d</i>
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JOINT USE POLE ATTACHMENT AGREEMENT

This Agreement made this _____ day _____, 2015, by and between THE CITY OF ST. CHARLES, a municipal corporation of the State of Illinois, hereinafter referred to as "Owner", and WIDEOPENWEST ILLINOIS, LLC, a Delaware limited liability company and SIGECOM, LLC, an Indiana limited liability company, together hereinafter referred to as "Licensee".

W I T N E S S:

WHEREAS, the City of St. Charles and Licensee desire to establish joint use of poles owned by the City of St. Charles under the terms and conditions set forth below:

WHEREAS, among the purposes of this Agreement are to reduce the number of dual pole lines utilized by both parties and to provide better economy of service to customers of both parties; and

WHEREAS, the conditions determining such joint use shall depend upon the service requirements to be met by each party, including considerations of safety and economy.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto, their successors and assigns, do hereby agree as follows:

Section 1. Scope of Agreement.

This Agreement covers all jointly-used poles within the corporate limits as now or hereafter existing of the City of St. Charles and/or its electrical service area as such corporate limits and/or electrical service areas may be amended from time to time. This Agreement includes all wood poles which are: (a) presently owned by the Owner, or (b) as hereafter erected by the Owner, or (c) as may be purchased from time to time by the Owner from the Licensee in accordance with the procedures hereinafter set forth. The Owner reserves the right to exclude from joint use such poles which, in the Owner's judgment, are necessary for its sole use. This Agreement shall not exempt the Licensee from the requirements of the Owner's Subdivision Control Ordinance or such ordinances that relate to subdivisions.

Section 2. Code Specifications.

The joint use, construction and maintenance of poles covered by this Agreement shall be in conformity with the Illinois Commerce Commission's General Order 160 (1968), the National Electrical Safety Code (2012), and the National Electrical Code (2014). Any changes in said Codes shall be reviewed and mutually agreed to by the parties. The Owner shall not be bound by the jurisdiction of the Illinois Commerce Commission or any successor in interest thereto. Any change in the Illinois Commerce Commission's General Order 160 affecting this Agreement, shall be tendered to the Owner by Licensee within thirty (30) days of the effective date of such change. Any joint use pole which does not conform to the most stringent standards as set forth above shall be brought to the attention of Owner by Licensee, or vice versa, as the case may be,

and than sixty (60) days after notice of discovery of such non-conformity, Acts of God excepted. However, in the event Owner shall have scheduling conflicts, Owner shall be given such additional time as may be required, and shall set forth a proposed schedule therefor. If Licensee attachment creates the non-conformity with standards, Licensee shall be responsible for 100% of the cost to obtain conformance. Owner will only be responsible for costs related to conformance as if the Licensee was not attached to the pole. If the parties cannot resolve through good faith negotiations any disputes related to the costs of work related to standard conformity, Owner may require that Licensee remove the disputed attachment from the pole.

Section 3. Placing, Transferring or Rearranging of Pole Attachments.

- A. Whenever the Licensee desires to reserve space on any pole which Licensee is not already using, Licensee shall make written application to the Owner specifying in such application (1) the location of the pole in question, and (2) the number or kind of attachments which it desires to place thereon. Licensee shall submit such application upon a form as depicted in Exhibit A. Within twenty (20) business days after receipt of such application, the Owner shall notify the Licensee, in writing, whether or not said pole is excluded from joint use. In the event said pole is not so excluded, and after completion by Owner of any transferring or rearranging of Owner's attachments, including any necessary pole replacements as provided in Section 5 below, the Licensee shall have the right to use such space for its attachments and circuits as required in the application and with approval of Owner. In emergency service situations where written application is not possible, Licensee may make application orally to the City Director of Public Works or its delegated nominee which shall be forthwith reduced to writing as provided by this subparagraph.
- B. Where Licensee's attachments can be located on existing poles of the Owner and rearrangement of the Owner's attachments is necessary to provide Licensee with a portion of the standard space, Licensee agrees to reimburse Owner for the costs and expenses incurred by Owner for such transferring and/or rearranging its attachments including the costs of strengthening (guying) such poles. However, in the event that Owner determines that such poles are inadequate to accommodate Licensee's attachments, Licensee agrees to reimburse Owner for the (1) actual cost of the new pole; (2) the actual cost of transferring Owner's facilities to the new pole; and (3) any other actual costs incurred by Owner in such replacement, such as the expense of removing an old pole.
- C. Except as otherwise provided herein, Owner and Licensee shall each place, rearrange, transfer, remove and maintain its respective attachments, including any necessary tree trimming or cutting, at its own expense and shall at all times perform such work within sixty (60) days of notice by the other party, Acts of God excepted. Licensee shall be responsible for the costs of pole replacements related to pole breakage due to foreign object contact solely with its facilities. For example if a tree falls and makes contact solely with the Licensee facilities and such causes pole breakage, the Licensee shall be responsible for the entire cost the

Owner incurs to restore with no depreciation credited. If pole breakage occurs due to foreign object contact with more than just Licensee's facilities, the cost of pole replacement will be equitably shared by all affected parties. Should the contact be due to negligence, for example a garbage truck or dump truck driving over allowed height catches the Licensee cable causing pole/s to break, the Owner shall replace the poles, Licensee shall reimburse Owner for costs, and Licensee shall be responsible for recovering from the negligent party. If the negligent contact is to more than just Licensee's facilities, the cost to replace the affected pole shall be equitably shared by all affected parties, and all parties shall cooperate in good faith at their cost to seek recovery from the negligent party.

Section 4. Standard Space.

A. For the purposes of this Agreement Licensee's "standard space" shall be defined as that area of the poles reserved for Licensee's attachments as set forth below. Note that third party attachments may already exist within the Licensee's Standard Space. In the event that there is inadequate space within Licensee space due to existing attachments, and the pole needs to be replaced with a taller pole, the cost for this work shall be borne by the Licensee.

Pole Size	Setting Depth	Licensee's Standard Space	Point of Beginning of Standard Space from Top of Pole
35'	6'	4'	13-1/3'
40' (1)(5)	6'	4'	20-1/3'
45' (1)	6-1/2'	4'	20-1/3'
40' (2)(3)	6'	4'	13-1/3'
45' (2)(3)	6-1/2'	4'	13-1/3'
40' (4)	6'	2'	13-1/3'

- (1) Equipment pole for Owner.
- (2) Non-equipment pole for Owner.
- (3) Equipment pole for Third Party User
- (4) Street crossing poles.
- (5) For only poles accessible by pedestrian traffic, provided that at alley locations Licensee's standard space shall commence 18-1/3 feet from the top of the pole.

B. For the purposes of this Agreement, all other space upon any pole, other than Licensee's standard space, shall be deemed Owner's standard space.

C. Where existing equipment (as of the date of this Agreement) of either Owner or Licensee is located in the other's standard space, it shall so remain until the opportunity arises to relocate it without undue burden or expense. In the interim, any new or additional equipment shall be installed to conform with the location of

exiting equipment. When either party requires full use of its standard space for installation of new or replacement equipment, the infringing party will relocate its equipment at the earliest possible time and do so without question. Such relocation in all cases shall be accomplished in a maximum of forty-five (45) days after the request. In emergency service situations, the infringing party shall be required to relocate on shorter notice.

- D. Owner retains and shall have the unrestricted right to use or license Owner's standard space, provided such use complies with the provisions of Section 2 herein.
- E. In the event of third party attachments to poles covered by this Agreement, communication attachments shall be required to be made above the standard space of Licensee and such attachments shall maintain a minimum one foot (1') clearance from other Licensee's facilities and shall be on the same side of pole as other Licensee's facilities, unless specifically authorized by Owner.
- F. From and after the date of this Agreement, any subsequent third party attaching to a joint use pole shall reimburse Owner or Licensee their respective costs for changing the location of their facilities, erecting or replacing poles, or relocating or readjusting their facilities in order to accommodate said third party's facilities. Provided, however, where either Owner or Licensee are then in violation of any Code or Order under Section 2 herein at the time of said third party attachment, Owner or Licensee shall relocate that portion of their non-conforming facility without charge.

Section 5. Erecting, Replacing or Relocating Poles.

- A. Whenever it is necessary to change the location of a jointly-used pole, by reason of any State, Municipal, or other governmental requirement, or the requirements of a private property owner, the Owner first shall give written notice thereof to Licensee, specifying when the relocated pole is available for attachment. The Licensee at its expense, shall, at the time so specified, transfer its attachments to the newly-located pole.
- B. Whenever the Licensee is in the need of a new pole or poles, within the territory covered by this Agreement, either as an additional pole line, or as an extension of an existing pole line, or as replacement of existing pole(s), Licensee shall first notify the Owner, in writing (at least forty-five days prior to such need), with written plans showing the proposed location and character of the new poles. Licensee shall be responsible for the costs of the new pole or poles and said costs shall be payable prior to commencement of the work. Owner is not required to erect additional poles or extending pole lines that do not benefit Owner.
- C. The cost of erecting new or replacement joint use poles related to normal maintenance, relocation, or end of life, shall be borne by the Owner. However,

each party shall place, at its sole expense, its own attachments on the new joint use poles and place any necessary supports to sustain any unbalanced loads caused by their respective attachments. In cases of replacement of existing joint use poles Licensee shall, within sixty (60) days after receipt of written notice from Owner, transfer its facilities. In case of emergency or immediate need, Licensee may be required to transfer on shorter notice. Should the Licensee fail to relocate to a replacement pole within the 60 days (subject to delays caused by Owner, a third party or force majeure events), a penalty of \$50 per day shall be assessed by the Owner to the Licensee. Accrued penalty charges shall be billed by the Owner to the Licensee after the attachment is relocated, and remittance shall be due to the Owner consistent with Section 9, paragraph C.

- D. Whenever the Licensee requires a change in location of a jointly-used pole, the Licensee shall first give written notice to Owner specifying the time requirements of such proposed relocation, and the Owner shall, if it does not wish to discontinue the existing pole from joint use as herein provided, relocate such pole by the date specified or within sixty (60) days thereafter in the application for relocation. The cost of relocating such pole by the Owner and the transfer of Owner's attachments thereon shall be at the sole expense of Licensee. In the event of emergency situations, the provisions calling for written notification may be waived, by the Director of Public Works or his delegated nominee, provided prior verbal notice is given to the Director of Public Works.
- E. Whenever it is necessary to replace a defective pole, the procedures set forth in paragraph A of this Section 5 shall be employed.
- F. A replacement pole shall be set by the Owner, in the original position, within reasonable distance of the original pole position, or in the position agreed upon between the Owner and the Licensee.
- G. Whenever it is necessary to change a location of a jointly-used pole, or to erect a new pole, or to relocate or readjust Owner's or Licensee's facilities upon these poles due to the requirements of a subsequent Licensee's needs or third party need, Owner and Licensee shall bill their respective costs therefore (rearrangement costs, plant loss, net removal costs, transfer cost, etc.) to said new Licensee or third party. Licensee transfer to any new pole set due to relocation for subsequent licensee or third party will be subject to paragraph C of this Section 5.

Section 6. Right of Way for Licensee's Attachments.

Licensee hereby acknowledges and agrees that Owner has tendered no assurance, guarantee or warranty as to Licensee's legal right, title or interest to be located within any easement or right of way area upon which joint use poles are located; and, in the event, objections are made to Licensee's use of said poles, and Licensee is unable to resolve said objections within a reasonable time, the Owner may, upon thirty (30) days' written notice to

Licensee, or in the event of emergency, on shorter written or verbal notice followed by written notice, require Licensees to remove its attachments from the subject poles at Licensee's sole expense. However, on any new additions or extensions of pole lines, the Owner shall: (1) attempt to secure right-of-way permits applicable to both parties, or (2) notify the Licensee that the Owner is unable to obtain joint right-of-way, but Owner shall not be required to utilize power of eminent domain.

Section 7. Maintenance of Poles and Attachments.

Licensee shall, at its own expense, maintain its attachments upon joint use poles in a safe and serviceable condition. Licensee further agrees that it shall maintain and repair its attachments so as not to interfere with Owner's use or maintenance of said poles. Moreover, in the event that Owner determines that any of Licensee's facilities are in an unsafe condition, Licensee, at its own expense, shall relocate or replace said facilities, or transfer them to substituted poles, or perform such other work in connection with said facilities that may be required to place them in a safe condition. However, in the case of emergencies, Owner may temporarily relocate Licensee's facilities to substituted poles, and the cost of such relocation, shall be reimbursed by the Licensee to Owner.

Section 8. Abandonment of Jointly-Used Poles.

- A. Licensee may abandon the use of a jointly-used pole at any time by first giving written notice thereof to the Owner and thereafter removing Licensee's attachments within ninety (90) days of said written notice. Written notice shall be in the form shown in Exhibit B.
- B. In the event that Owner intends to remove all of its attachments and to terminate joint use of any pole, Owner shall first give Licensee written notice thereof and shall thereafter remove such attachments within ninety (90) days of said written notice. In such event, and if Licensee wishes to continue use of said pole or poles, Licensee shall pay the Owner a sum equal to the value determined pursuant to the formula set forth at Exhibit C. Transfer of ownership will be by means of a Bill of Sale, in the format of Exhibit D attached hereto. When bill of sale is completed, Licensee takes complete ownership and responsibility for said pole.

Section 9. Rentals and Other Payments.

- A. There shall be a rental fee for each pole attached to or reserved by the Licensee. The rental period for joint use poles shall be one (1) year. The Owner shall, before January 10th each year, issue a report showing the number of poles to which Licensee has made attachments or reserved therefore as of January 1 of the existing year. Unless Licensee establishes a different number within twenty (20) calendar days after receiving such report, payment for such number shall be due forty-five (45) days following the issuance of the statement by the Owner. In the event of a disagreement, Licensee shall specifically designate, in writing, the locations under dispute and until resolved, such disputed pole quantities will be

exempt from rental payment until resolved and then payment shall be processed immediately. However, failure to give the report prior to the date mentioned shall not deprive Owner of rental. All poles not under dispute shall be paid for at the annual fee.

- B. The amount of the annual rental fee for pole attachments shall be \$26 per pole in the first year of this agreement. Subsequent years pole attachment fees will increase from the \$26 per pole per year fee at a rate of 5% per year.
- C. Payments for other amounts due under this Agreement shall be invoiced upon completion of the work and payable by the Licensee within forty-five (45) days' receipt thereof and shall accrue a late payment penalty of 1-1/2% per month on the unpaid balance from the billing date for any late payment.

Section 10. Defaults.

If Licensee shall default in any of its obligations under this contract and such default continues thirty (30) days after notice thereof in writing from Owner, all rights of Licensee hereunder shall be suspended, including its right to occupy jointly-used poles. If such default shall continue for a period of thirty (30) days after such suspension, the Owner hereunder may forthwith terminate this Agreement. Such termination shall not extinguish Licensee's obligation to pay for liability already incurred.

Section 11. Indemnification.

The Licensee shall, at its own expense, defend all suits that may be brought against the Owner on account of or in connection with the violation by the Licensee of any of the obligations hereby imposed upon or assumed by it, or by reason of or in connection with any damage to life, limb or property as a result of any of the structures constructed or maintained by it under or by virtue of this Agreement, and shall save and keep harmless the Owner from any and all damages, judgments, losses, costs and expenses (including attorneys' fees), of every kind, that may arise out of its construction or use of poles pursuant to this Agreement; provided, that notice in writing shall be immediately given to the Licensee of any claim or suit against the Owner which, by the terms hereof, the Licensee shall be obligated to defend, or against which the Licensee has hereby agreed to save and keep harmless the Owner and provided further that the Owner shall furnish to the Licensee all information in its possession relating to said claim or suit, and cooperate with the Licensee in the defense of said claim or suit. The governing body of the Owner may, if it so desires, assist in defending any such claim or suit, but solely under the direction of the Licensee or its attorneys and the Licensee shall not be required to reimburse the Owner for expenses incurred by it in case of the election so to assist.

Contractors performing work on behalf of the Licensee shall provide the Owner with a Certificate of Insurance to cover all locations of the work being done on behalf of the Licensee, and shall name the City of St. Charles as additional insured. Certificates of Insurance shall be filed no later than 10 days prior to commencement of work. Policies shall contain a non-

cancellation clause provision preventing cancellation without 30 days written prior notice to City. Certificates of Insurance shall be completed on the ACCORD 25-S form.

For work within City rights-of-way, the City requires a liability umbrella of \$5,000,000.

Section 12. Service of Notices.

All written notices required under this Agreement shall be given by posting the same in first class mail to Owner as follows:

Director of Public Works
City of St. Charles
2 East Main Street
St. Charles, Illinois 60174

and to Licensee as follows:

District Manager – Construction, Engineering and Assignment
WideOpenWest Illinois, LLC
1674 Frontenac Road
Naperville, IL 60563

or to such address as the parties hereto may from time to time specify.

Section 13. Term of Agreement.

Subject to the provisions of Section 10 herein, this Agreement may be terminated, as to new joint use poles, after the first day of January, 2020, upon one (1) year's notice in writing to the other party. If not so terminated, this Agreement shall continue in force thereafter until terminated by either party at any time upon one (1) year's notice in writing to the other party as aforesaid and provided further that notwithstanding such termination, this Agreement shall remain in full force and effect with respect to all poles jointly used by the parties at the time of such termination.

Section 14. Assignment of Rights.

Except as otherwise provided in this Agreement, Licensee shall not assign any of its rights or interests hereunder, or in any of the jointly used poles or attachments covered by this Agreement, to any firm, corporation, or individual, without the written consent of Owner. However, nothing herein contained shall prevent or limit the right of Licensee to mortgage any or all of its property, rights, privileges, and franchises, or lease or transfer any of them to another corporation organized for the purpose of conducting a business of the same general character as that of Licensee, or enter any merger or consolidation and, in the case of the foreclosing of such mortgage or in the case of such lease, transfer, merger, or consolidation, its rights and obligations hereunder shall pass to, and be acquired and assumed by the purchaser on foreclosure, the transferee, lessee, assignee, merging or consolidating company, as the case may be. Subject to

all of the terms and conditions of this Agreement, Licensee may permit any corporation or company conducting a business of the same general character as that of Licensee and owned, operated, leased, and controlled by it, associated or affiliated with it in interest, or connected with it, to all or any part of the space allotted hereunder on any pole covered by this Agreement for the attachments used by Licensee, in the conduct of its said business. All such attachments maintained on any such pole shall be considered as the attachments of Licensee, and the rights, obligations and liabilities of such assignee under this Agreement, with respect to such attachments, shall be the same if it were the actual owner thereof. Notwithstanding any of the provisions in this section, Licensee shall not be released from any of its obligations hereunder.

Section 15. Scope of Right of Licensee.

No use by Licensee of Owner's poles under the terms of this Agreement, however extended, shall create or vest in Licensee any ownership or property rights in said poles, but Licensee's rights herein shall be and remain a mere license. For poles upon which Licensee has reserved space, nothing herein contained shall be construed to compel Owner to maintain any of such poles for any period longer than demanded by Owner's own service requirements.

In the event Owner notifies Licensee in writing that Owner intends to abandon its use of any pole or poles subject to this Agreement, Owner shall grant Licensee the first right of refusal to purchase said pole or poles upon such terms, conditions and prices as may be mutually agreed to by Owner and Licensee. The form of Bill of Sale, if the option is exercised, shall be similar to that found at Exhibit "D" attached hereto and made apart hereof by reference.

Further, the terms and conditions of this Agreement shall not apply to any pole solely owned and used by Licensee.

Section 16. Waiver of Terms or Conditions.

The failure of either party to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, and the same shall be and remain at all times in full force and effect.

Section 17. Existing Contracts or Agreements.

Any existing agreements between these parties, whether verbal or written, covering the joint use or joint ownership of poles are by mutual consent, hereby abrogated and annulled.

IN WITNESS WHEREOF, each Party has caused this Agreement to be duly executed effective as of the effective date shown on the first page of this Agreement.

Witness:

THE CITY OF ST. CHARLES

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Witness:

WIDOPENWEST ILLINOIS, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Witness:

SIGECOM, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

POLE ATTACHMENT APPLICATION AND PERMIT

Permit No. _____

Date _____

CITY OF ST. CHARLES MUNICIPAL ELECTRIC UTILITY

In accordance with the terms and conditions of the agreement between our respective companies dated _____, application is hereby requested for permission to make attachments to _____ City poles as indicated on the sketch attached hereto.

By: _____

PERMIT

Permission is hereby granted to make the attachments described in the above application subject to all terms and conditions referred to above and in said agreement, and further subject to acceptance by the applicant of the obligation to pay the amount shown below for changes or rearrangements of poles or equipment as indicated below or on a statement attached hereto, and the applicable rental charges for the present year in progress:

Estimated amount to be paid for above charges \$ _____ W.O.

No. _____

Rental charge for year in progress:

_____ by _____ =\$ _____

No. of City Poles	Rate	Rental Charge
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The cost of rearrangements provided is an estimate based on preliminary engineering. Such cost shall be reconciled upon completion of the job to establish the actual cost for the work performed by the City. Applicant is responsible for the actual cost and will be issued a refund within 60 days of reconciliation of the job, if the estimated cost exceeded the actual cost. Should the actual cost exceed the estimated cost, Applicant shall be issued a bill with explanation of the actual costs and the reason or reasons that the actual cost was greater than the estimate. Such bill shall be payable , in accordance with Section 9, Paragraph C.

Above charges accepted:

CITY OF ST. CHARLES MUNICIPAL ELECTRIC UTILITY

By: _____

Date: _____

APPLICANT

By: _____

Date: _____

PERPETUAL INVENTORY RECORD

City poles in use to date _____

City poles added by this permit _____

Total City poles in use _____

EXHIBIT B

NOTIFICATION OF POLE ATTACHMENT REMOVAL

Removal Notice No. _____

Date _____

CITY OF ST. CHARLES MUNICIPAL ELECTRIC UTILITY

In accordance with the terms and conditions of the agreement between our respective companies dated _____, notification of removal of attachments to _____ City poles on the City of St. Charles as indicated on the sketch hereto is hereby given:

By _____

Date _____

Notice Acknowledged:

CITY OF ST. CHARLES

By _____

Date _____

INVENTORY

City poles in use to date _____

City poles discontinued by this notice- _____

Total City poles in use _____

EXHIBIT C

PURCHASE/SELLING PRICE FORMULA FOR POLES

Purchase/Selling Price = [(Current installed cost) X (Remaining Life/Average Life)]

Where : Current installed cost =

material cost of the required size/class pole x 1.22 (City material handling fee) x 2 (estimated labor and equipment cost related to setting the pole)

Example: 17 years old, 35' Class 4 Pole (City Inventory Item 122 @ \$368)

Purchase/Selling Price = (\$368 x 1.22 x 23/40(*) x 2)= \$516.30

(*) Average life of a pole is 40 years. Pole brand shall be used to age poles. Where pole brand is no longer legible, pole age shall be estimated. Poles that are in service, of unknown age, shall have at least 5 years life remaining.

(All figures herein used should be adjusted and modified for the year of sale.)

EXHIBIT D

BILL OF SALE FOR POLE

DATE: _____

WIDEOPENWEST ILLINOIS, LLC, in consideration of payment of:

\$ _____

has taken ownership of the pole/poles identified on the attached drawing.

City of St. Charles certifies that all electric utility and other licensee attachments have been removed from said pole/poles and hereby relinquishes ownership.

CITY OF ST. CHARLES MUNICIPAL ELECTRIC UTILITY

By: _____

Date: _____

WIDEOPENWEST ILLINOIS, LLC

By: _____

Date: _____

PERPETUAL INVENTORY RECORD

City poles in use to date _____

City poles deleted by this sale _____

Total City poles in use _____



AGENDA ITEM EXECUTIVE SUMMARY

Title:	Presentation of Green Initiatives
Presenter:	Tom Bruhl, John Lamb, and Chris Adesso

Please check appropriate box:

	Government Operations	X	Government Services 01.26.15
	Planning & Development		City Council
	Public Hearing		

Estimated Cost:	\$	Budgeted:	YES		NO	
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If NO, please explain how item will be funded:

Executive Summary:

Presentation of the Green Initiatives of the Public Works Department.

Attachments: *(please list)*

None

Recommendation / Suggested Action *(briefly explain):*

For information only.

<i>For office use only:</i>	<i>Agenda Item Number: 4.e</i>
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AGENDA ITEM EXECUTIVE SUMMARY

Title:	Recommendation to Approve Resolution in Support of St. Charles Municipal Electric Utility Bid to Illinois Municipal Electric Agency to Host 500KW Solar Plant at 850 Equity Drive
Presenter:	Tom Bruhl

Please check appropriate box:

	Government Operations	X	Government Services 01.26.15
	Planning & Development		City Council
	Public Hearing		

Estimated Cost:	\$	Budgeted:	YES		NO	
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If NO, please explain how item will be funded:

Executive Summary:

Presentation related to opportunity to propose a bid to IMEA to host a 500KW solar plant in St. Charles on land the City owns and is developing as Legacy Substation.

Attachments: *(please list)*

Resolution and Letter of Support from St. Charles Park District

Recommendation / Suggested Action *(briefly explain):*

Recommend resolution in support of bid to IMEA for St. Charles to host 500KW solar plant.

<i>For office use only:</i>	<i>Agenda Item Number: 4.f</i>
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City of St. Charles, Illinois
Resolution No. _____

**A Resolution Supporting the City of St. Charles Proposal to Host an
IMEA Utility Scale Solar Installation**

**Presented & Passed by the
City Council on _____**

WHEREAS, the City of St. Charles strategic plan includes the vision to generate an appealing sense of place and foster a welcoming, sustainable environment, and

WHEREAS, the City of St. Charles Municipal Electric Utility has a suitable portion of a parcel of land located at 850 Equity Drive available for electric utility purposes, and

WHEREAS, the City of St. Charles wishes to demonstrate support of sustainable energy generation.

NOW THEREFORE, be it resolved by the Mayor and City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, supports the City of St. Charles Municipal Electric Utility proposal to the Illinois Municipal Electric Agency (IMEA) to host a 500KW solar power plant on a portion of the City owned substation parcel located at 850 Equity Drive,

Also, be it resolved that the City of St. Charles is willing to consider a low cost, long term, lease for the use of approximately 2 acres of 850 Equity Drive to IMEA, or selected solar generation company,

Also, be it resolved that, if IMEA were to place a 500KW solar plant in St. Charles, that the City of St. Charles is interested in a “community solar” installation.

PRESENTED to the City Council of the City of St. Charles, Illinois, this _____ day of _____ 2015.

PASSED by the City Council of the City of St. Charles, Illinois, this _____ day of _____ 2015.

APPROVED by the Mayor of the City of St. Charles, Illinois, this _____ day of _____ 2015.

Resolution No. _____

Page 2

Raymond Rogina, Mayor

ATTEST:

City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:



3795 Campton Hills Road, St. Charles, IL 60175 ● stcparks.org

January 21, 2015

To Whom It May Concern:

The St. Charles Park District supports the efforts made by Tom Bruhl with the City of St. Charles in his endeavor to have St. Charles host a solar array. This kind of energy would benefit the residents of St. Charles for years to come and for future generations.

The St. Charles Park District Green Team is constantly striving to find new ways to utilize energy better and to make a lesser impact on our planet and feels that a solar array would not only contribute to efforts of that nature, but that it would provide an excellent means of education for the residents of St. Charles that are served by both the Park District as well as the City itself.

Our hats go off to Tom for his passion for cleaner energy.

Thank you for your time and consideration.

On behalf of the Green Team,

Lauren Kulinski
Co-Chair



AGENDA ITEM EXECUTIVE SUMMARY

Title: Presentation of ComEd Reliability Quarterly Report

Presenter: Tom Bruhl

Please check appropriate box:

<input checked="" type="checkbox"/>	Government Operations	X	Government Services 01.26.15
<input type="checkbox"/>	Planning & Development		City Council
<input type="checkbox"/>	Public Hearing		

Estimated Cost:	\$	Budgeted:	YES		NO	
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If NO, please explain how item will be funded:

Executive Summary:

Presentation of the discussion that occurred with ComEd, and system reliability since the last update.

Attachments: *(please list)*

ComEd Reliability Memo, ComEd Outage Trend Graph, ComEd Maintenance Program Status Chart

Recommendation / Suggested Action *(briefly explain):*

For information only.

<i>For office use only:</i>	<i>Agenda Item Number: 4.g</i>
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Memo

Date: 1/15/2015
To: Peter Suhr
From: Tom Bruhl
Re: ComEd Update

Staff continues to meet with ComEd quarterly and communicate in a timely fashion if outages occur.

ComEd completed investigations of all sustained and momentary outages. City staff is satisfied with the detailed follow-up and corrective actions taken. All outage investigations, except for the 12/19/14 momentary outage, resulted in positive confirmation of the cause and corresponding corrective action. Extensive patrolling of the line, including a thermography scan, was conducted after the 12/19/14 outage and a hot spot was located outside of the zone where the fault was believed to be located.

ComEd continues to do an excellent job with respect to root cause investigation and the corrective actions. On a number of the equipment failure related outages, ComEd patrolled all of our lines looking for similar material and made additional repairs to avoid similar future issues. For the one outage that they could not positively determine the cause, they conducted more extensive testing.

For calendar 2014, there were a total of 15 outages related to ComEd lines. Ten of the outages were momentary "blinks". One of the momentary outages, impacting the southwest quadrant, was actually a 138kV, transmission, problem that knocked out the whole Sugar Grove Substation, and was not a problem on the 35kV line between Sugar Grove and St. Charles. The other five events resulted in sustained outages.

Sustained Outages were:

1/26/14 – L11167 – mostly SE quadrant, small area of NE quadrant – 65 minutes – failed insulator

5/20/14 – L7962 – central part of City – 79 to 108 minutes – ComEd had City switched onto L57739 which subsequently suffered lightning damage

9/2/14 – L13156 – SE quadrant – 33 minutes - failed connector on Roosevelt Road between Kautz and Washington in West Chicago

9/5/14 – L7962 – central part of City – 30 minutes - tree contact

10/3/14 – L13156 – SE quadrant – 49 minutes - broken pole at Kirk Road and bike path

Momentary outages were:

3/5/14 – L13150 – central part of City – Mylar balloons in line right by Smitty's

4/28/14 – L57736 – NW quadrant – lightning strike near Sterns Road

5/8/2014 – L11167 – mostly SE quadrant, small area of NE quadrant – customer owned transformer at Fermi catastrophically failed

5/20/14 – L13150 – central part of City & parts of SW quadrant – arrester failure at City Hall Substation caused by event on L7962

6/19/14 – L13154 – NE quadrant – tree contact with 12kV line that is underbuilt below the 34KV line

6/30/14 – L56931 – mostly SW quadrant, small area of NW quadrant – confirmed lightning strike at I-88 and Rt. 56.

6/30/14 – L56931 – mostly SW quadrant, small area of NW quadrant – confirmed 138kV insulator failure

7/7/14 – L7962 – central part of City – confirmed lightning hit

7/12/14 – L13150 – central part of City & parts of SW quadrant – switch failure on 12kV line underbuilt below the 34kV line

12/19/14 – L11167 – mostly SE quadrant, small area of NE quadrant – ComEd patrolled extensively and did not find cause

Statistically, the 15 outages are better than average performance. Over the last 10 years, ComEd has averaged 20 outages per calendar year, and had 19 in 2013. The attached graph shows the improvement over the last four years.

ComEd has also provided a spreadsheet showing the status and schedule for their normal maintenance programs, cells highlighted in yellow depict items that were completed in 2014.

ComEd continues to work with the City with respect to their system planning activities related to summer peak loads, and our contingency plans remain intact.

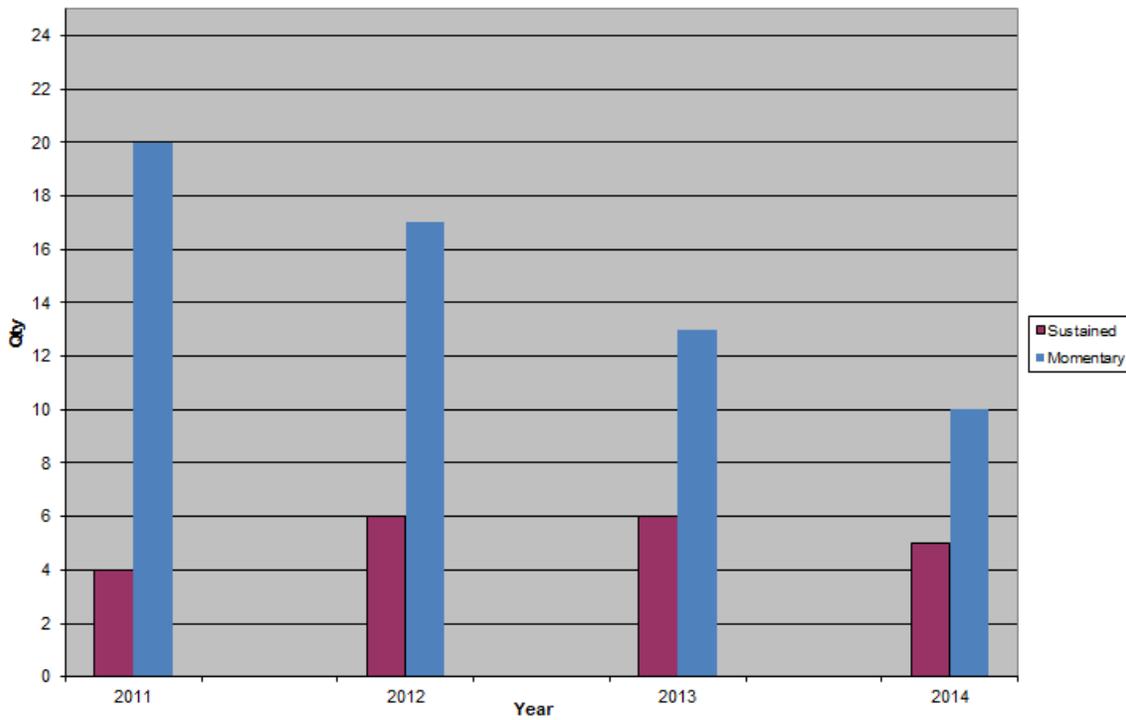
As a follow up task from our Emmitsburg training with FEMA, staff has initiated discussion with ComEd about providing support at an EOC (Emergency Operations Center) in the event of a major storm. Staff will continue to coordinate and plan with ComEd for major emergency response.

The next ComEd meeting is scheduled for April 8, 2015.

Momentary/Sustained Outage Trends:

- 2014 – Total Momentary – 10 Total Sustained – 5
- 2013 – Total Momentary – 13 Total Sustained – 6
- 2012 – Total Momentary – 17 Total Sustained – 6
- 2011 – Total Momentary – 20 Total Sustained – 4

St. Charles- Momentary/Sustained Trends



- 2011 – 2014 – 50% Reduction in Momentaries
- 2012 – 2014 – 41% Reduction in Momentaries
- 2013 – 2014 – 23% Reduction in Momentaries

2014 Summary of ComEd Maintenance & System Improvements Relating To The City of St. Charles

Line Number and (Sub Served)	Date of Last Tree Trimming ***	*Target Date of Next Tree Trimming ***	Date of Last Thermoscan Inspection	*Target Date of Next Thermoscan Inspection	Date of Last Maintenance Inspection	*Target Date of Next Maintenance Inspection	Projects in ComEd Substation Related to Lines	Other Projects
L7962 (1/2 of City Hall Sub) and (Red Gate Rd. Sub)	3/27/2012	3/26/2016	4/22/2013	12/31/2015	1/16/2014	12/31/2016	All P.M.'S currently on schedule	Mid Cycle Trimmed in 2014. Replaced poly insulators- 1 location.
L13150 (1/2 City Hall Sub) and (1/2 Prairie St Sub)	8/17/2013	8/17/2017	10/23/2013	12/31/2016	2/27/2014	12/31/2016	All P.M.'S currently on schedule	
L13154 (1/2 N 12th St Sub) and (1/2 Dunham Sub)	8/15/2013	8/15/2017	5/29/2013	12/31/2016	3/12/2014	12/31/2016	All P.M.'S currently on schedule	Replaced poly insulators -2 locations
L13155 (1/4 Dukane Sub)	7/15/2013	7/15/2017	5/29/2013	12/31/2015	2/9/2013	12/31/2015	All P.M.'S currently on schedule	
L13156 (1/4 Dukane Sub)	6/17/2013	6/17/2017	10/24/2013	12/31/2016	11/6/2013	12/31/2016	All P.M.'S currently on schedule	Line inspected for auto splices. 6 auto splices were identified and replaced in Sept. 2014. Replaced poly insulators- 7 locations.
L13159 (1/2 Dunham Sub)	6/30/2013	6/30/2017	3/24/2014	12/31/2016	11/4/2014	12/31/2016	All P.M.'S currently on schedule	
L57736 (1/2 N 12th St Sub)	4/19/2014	4/18/2018	1/16/2014	12/31/2016	4/15/2014	12/31/2016	All P.M.'S currently on schedule	
L11167 (1/2 Dukane Sub)	7/12/2012	7/11/2016	4/22/2014	12/31/2016	1/11/2013	12/31/2015	All P.M.'S currently on schedule	Line was thermo-scanned on 12/22/14 after OA/RA of 12/19/14. One Hot Spot found and repaired.
L56931 (Peck Rd Sub) and (1/2 Prairie St Sub)	6/30/2014	6/30/2018	5/1/2014	12/31/2016	3/22/2013	12/31/2015	All P.M.'S currently on schedule	34kV Pulse Recloser 3159 Installed on Tap to DCW73 Bald Mound.

Target dates can vary slightly due to work load.

	AGENDA ITEM EXECUTIVE SUMMARY					
	Title:		Recommendation to Approve Public Water Main and Temporary Construction Easements with the Q Center			
	Presenter:		John Lamb			
<i>Please check appropriate box:</i>						
		Government Operations	X	Government Services 01.26.15		
		Planning & Development		City Council		
Estimated Cost:		N/A	Budgeted:	YES		NO
If NO, please explain how item will be funded:						
Executive Summary:						
<p>The new 5th Avenue Water Main Project involves access and construction on the Q Center property to connect with the existing water main on their premises. In order to address liability issues and provide the City access to service the new main, a Temporary Construction Easement and Public Water Main Easement have been written.</p> <p>These documents have been reviewed by City staff and the City attorney as well as Q Center representatives and their attorney.</p>						
Attachments: <i>(please list)</i>						
Public Water Main Easement Temporary Construction Easement						
Recommendation / Suggested Action <i>(briefly explain):</i>						
Recommendation to Approve Public Water Main Temporary Construction Easements with the Q Center and a Resolution Authorizing the Mayor and Clerk to execute the same.						
<i>For office use only</i>		<i>Agenda Item Number: 4.h</i>				

City of St. Charles, Illinois Public Water Main Easement

THIS IDENTURE, made
in the City of St. Charles,
State of Illinois, by and
Between _____ Q Center, LLC _____

(hereinafter referred to as "GRANTOR") and the City of St. Charles, a Municipal Corporation, organized and existing under the law of the State of Illinois, of Kane and DuPage Counties, Illinois (hereinafter referred to as "CITY").

WITNESSETH: That the GRANTOR in consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration paid to him by the CITY, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and give to the CITY a permanent easement over, upon, under, and through the area as shown in Exhibit "A" for the privilege and authority to construct, reconstruct, repair, remove, inspect, and maintain water mains, valves, vaults, valve boxes, hydrants, service valves, and without limitation, such other installations as may be required to furnish public water service to adjacent areas as deemed necessary by the CITY, together with right of access across the property, for necessary men and equipment to do any of the above work. Locations of utility installation within the easement shall be subject to the approval of the CITY, as to design and location. All installations are subject to the ordinances of the CITY.

The right is also granted to the CITY to enter the property for all such purposes, and the right without liability to cut, trim, alter, or remove any vegetation, roots, structures or devices within the designated easement property as may be reasonably required incident to the right herein given.

Release of Claims; Indemnity. CITY assumes sole and entire responsibility for loss of life, injury to persons, or damage to property that may be sustained directly or indirectly due to the activities related to or operation the water main or use of the easement premises (including, any such loss, injury or damage due to the construction, maintenance, restoration, operation replacement or repair of the water main or any improvements thereto) by CITY, its agents, employees and contractors, and for those claiming through any of them (collectively the "CITY Group"). CITY for itself and for those claiming through CITY, hereby releases Grantor, its officers, directors, partners, members, employees, agents, licensees, contractors, guests and invitees (and their respective officers, directors, partners, employees, agents, licensees, contractors, guests and invitees, subsidiaries, affiliates, successors, grantees, and assigns) (collectively the "Grantor Indemnitees") from any liability, loss, claims, demands, liens, damages, and expenses (including, reasonable attorneys' fees incurred by the CITY Group in connection therewith) and for damage, destruction that may arise from operations on, or the use of, the easement premises by the City (including, without limitation, any such liability, loss, claims, demands, liens, damages, and expenses that may arise as a result of the construction,

maintenance, restoration, operation, replacement, or repair of the water main or any improvements thereto) by CITY Group. CITY hereby agrees to indemnify, defend, and hold harmless the Grantor Indemnitees from and against any and all liability, loss, claims, demands, liens, damages, and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred by the Grantor Indemnitees in connection therewith) and for any and all loss of life, injury to persons or damage to property which is directly or indirectly due to the activities, operations or use of the easement premises by the City (including, without limitation, any such loss, injury, or damage due to the construction, maintenance, restoration, operation, replacement, or repair of the water main or any improvements thereto) by the CITY Group.

Without prior written consent of the CITY no buildings, structures, or other obstruction shall be constructed, planted, or placed in any such easement area, nor shall any other uses be made thereof which will interfere with the easement reserved and granted hereby.

LEGAL DESCRIPTION

Easement premises are legally described as follows:

A public water main easement in part of Section 22, Township 40 North, Range 8 East of the Third Principal Meridian which is 10 feet in width either side of a line, as measured perpendicular thereto, described as follows: Commencing at the northwest corner of Lot 9, Delnor Park, Country Club Addition No. 1; thence westerly along the westerly extension of the north line of said lot 9, 34.10 feet to the center line of Illinois State Route No. 25; thence northerly along said center line, being a curve to the left having a radius of 2292.01 feet, 206.06 feet, having a chord distance of 205.99 feet and having a chord bearing of North 12 degrees 38 minutes 58 seconds East, to the Point of Beginning; thence North 81 degrees 36 minutes 51 seconds West, 162.70 feet; thence North 45 degrees 28 minutes 37 seconds West to the easterly line of a public utility easement granted per Document 90K02779 as amended by Document 92K028925 for the terminus of said line, excepting that part within the right of way of said Illinois State Route No. 25, in the City of St. Charles, Kane County, Illinois.

The GRANTOR hereby retains the right to enjoy said easement and right-of-way for its own purposes, provided that such purposes shall not interfere with the uses and right-of-way granted to the CITY. All construction by the CITY shall be done in a good, workmanlike manner, and the CITY agrees that the premises will be left in a neat and presentable condition.

WITNESS our hands and seals this _____ day of _____, 2014.

PROPERTY OWNER(S)

PROPERTY OWNER(S)

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

I, _____, A Notary Public, in and for said County and State, DO
HEREBY CERTIFY THAT _____

_____ personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed, and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notaries seal this _____ day of _____, 2014.

SEAL

NOTARY PUBLIC

City of St. Charles, Illinois

Temporary Construction Easement

THIS IDENTURE, made
in the City of St. Charles,
State of Illinois, by and
Between _____ Q Center, LLC _____

(hereinafter referred to as “GRANTOR”) and the City of St. Charles, a Municipal Corporation, organized and existing under the law of the State of Illinois, of Kane and DuPage Counties, Illinois (hereinafter referred to as “CITY”).

WITNESSETH: That the GRANTOR in consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration paid to him by the CITY, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and give to the CITY a temporary construction easement for the purpose of water main construction, on, over and through the following described real estate:

LEGAL DESCRIPTION

A temporary construction easement in part of Section 22, Township 40 North, Range 8 East of the Third Principal Meridian which is 35 feet in width, parallel to and southerly of a line, as measured perpendicular thereto, described as follows: Commencing at the northwest corner of Lot 9, Delnor Park, Country Club Addition No. 1; thence westerly along the westerly extension of the north line of said lot 9, 34.10 feet to the center line of Illinois State Route No. 25; thence northerly along said center line, being a curve to the left having a radius of 2292.01 feet, 206.06 feet, having a chord distance of 205.99 feet and having a chord bearing of North 12 degrees 38 minutes 58 seconds East, to the Point of Beginning; thence North 81 degrees 36 minutes 51 seconds West, 162.70 feet; thence North 45 degrees 28 minutes 37 seconds West to the easterly line of a public utility easement granted per Document 90K02779 as amended by Document 92K028925 for the terminus of said line, excepting that part within the right of way of said Illinois State Route No. 25, and excepting that part which is 10 feet in width, parallel to and southerly of the described line, as measured perpendicular thereto, in the City of St. Charles, Kane County, Illinois.

The above referenced real estate and improvements located thereon are herein referred to as the “premises.”

The right, easement and privilege granted herein shall terminate one year from the execution of this document, or on the completion of the proposed project, whichever is the sooner.

Release of Claims; Indemnity. CITY assumes sole and entire responsibility for loss of life, injury to persons, or damage to property that may be sustained directly or indirectly due to the activities related to or operation the water main or use of the easement premises (including, any such loss, injury or damage due to the construction, maintenance, restoration, operation replacement or repair of the water main or any improvements thereto) by CITY, its agents, employees and contractors, and for those claiming through any of them (collectively the "CITY Group"). CITY for itself and for those claiming through CITY, hereby releases Grantor, its officers, directors, partners, members, employees, agents, licensees, contractors, guests and invitees (and their respective officers, directors, partners, employees, agents, licensees, contractors, guests and invitees, subsidiaries, affiliates, successors, grantees, and assigns) (collectively the "Grantor Indemnitees") from any liability, loss, claims, demands, liens, damages, and expenses (including, reasonable attorneys' fees incurred by the CITY Group in connection therewith) and for damage, destruction that may arise from operations on, or the use of, the easement premises by the City (including, without limitation, any such liability, loss, claims, demands, liens, damages, and expenses that may arise as a result of the construction, maintenance, restoration, operation, replacement, or repair of the water main or any improvements thereto) by CITY Group. CITY hereby agrees to indemnify, defend, and hold harmless the Grantor Indemnitees from and against any and all liability, loss, claims, demands, liens, damages, and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred by the Grantor Indemnitees in connection therewith)and for any and all loss of life, injury to persons or damage to property which is directly or indirectly due to the activities, operations or use of the easement premises by the City (including, without limitation, any such loss, injury, or damage due to the construction, maintenance, restoration, operation, replacement, or repair of the water main or any improvements thereto) by the CITY Group.

The GRANTOR shall have and retain all right to use and occupy the premises and access to GRANTOR's remaining property, except as herein expressly granted; provided, however, that GRANTOR's use and occupation of the premises may not interfere with CITY's use of the premises for the purposes herein described.

The GRANTOR, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the GRANTOR caused by the opening, improving and using the premises for the purpose of water main construction. This acknowledgment does not waive any claim for trespass or negligence against the CITY or CITY's agents which may cause damage to the GRANTOR's remaining property.

This grant shall constitute a covenant, which runs with the land, and shall be binding upon the legal representatives, successors and assigns of the GRANTOR.

WITNESS our hands and seals this _____ day of _____, 2014.

PROPERTY OWNER(S)

PROPERTY OWNER(S)

STATE OF ILLINOIS)
)
COUNTY OF KANE) SS

I, _____, A Notary Public, in and for said County and State, DO

HEREBY CERTIFY THAT _____

personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed, and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notaries seal this _____ day of _____, 2014.

SEAL

NOTARY PUBLIC



AGENDA ITEM EXECUTIVE SUMMARY

Title: Recommendation to Approve Change Order No. 1 for the Red Gate Water Tower Construction Project

Presenter: John Lamb

Please check appropriate box:

	Government Operations	X	Government Services 01.26.15
	Planning & Development		City Council
	Public Hearing		

Estimated Cost:	\$30,900.00	Budgeted:	YES	X	NO	
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If NO, please explain how item will be funded:

Executive Summary:

Staff is requesting approval of Change Order No. 1 for the Red Gate Water Tower Project. This Change Order is for a mixing system to be installed in the tower to ensure adequate mixing and turnover since it is a larger volume tower. The mixing system and cost was anticipated by staff and consulting Engineering Enterprises Inc. but could not be included in the bidding at the time.

Change order amount will be taken out of project contingency funds and be included in low interest loan that is funding the project.

Attachments: *(please list)*

Change Order No. 1

Recommendation / Suggested Action *(briefly explain):*

Recommendation to Approve Change Order No. 1 to CB&I Constructors for the Red Gate Water Tower Construction Project in the amount of \$30,900.00 and a Resolution authorizing the Mayor and Clerk to execute the same on behalf of the City of St. Charles.

For office use only:

Agenda Item Number: 4.i



AGENDA ITEM EXECUTIVE SUMMARY

Title: Recommendation to approve Change Order No. 2 for the Illinois Street Siphon Rehabilitation Project

Presenter: John Lamb

Please check appropriate box:

<input type="checkbox"/>	Government Operations	<input checked="" type="checkbox"/>	Government Services 01.26.15
<input type="checkbox"/>	Planning & Development		City Council

Estimated Cost:	\$17,325.00	Budgeted:	YES	<input checked="" type="checkbox"/>	NO	
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If NO, please explain how item will be funded:

Executive Summary:

The Illinois Street Siphon Rehabilitation Project was approved by committee in May 2014. The Illinois Street siphon is the last phase of the three phase project and is located on Illinois Street with vaults on both the east side and west side of the river.

Change Order No. 2 is for the cleaning, repair of leaks, and grouting within the siphons prior to lining which was necessary work but mistakenly omitted from the previous change order due to an accounting error by the contractor.

The Change Order for the work is itemized on the attachment titled "Summary of Change Order No.2". There are adequate funds remaining in the project budget to cover the Change Order amount.

Attachments: *(please list)*

Change Order Form

Recommendation / Suggested Action *(briefly explain):*

Recommendation to approve Change Order No. 2 in the amount of \$17,325 for Illinois Street Siphon Rehabilitation Project and a Resolution Authorizing the Mayor and Clerk to execute the same.

<i>For office use only</i>	<i>Agenda Item Number: 4.j</i>
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AGENDA ITEM EXECUTIVE SUMMARY

Title: Recommendation to approve Change Order No. 10 with Whittaker Construction and Contract Addendum No. 2 with Trotter and Associates for the Biosolids Building Construction Project

Presenter: John Lamb

Please check appropriate box:

	Government Operations	X	Government Services 01.26.15
	Planning & Development		City Council

Estimated Cost:	\$80,000	Budgeted:	YES		NO	X
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If NO, please explain how item will be funded:

Executive Summary:

Staff is requesting approval of Biosolids Building Project Change Order No. 10 which is a deduct amount of \$175,000.00. This is the amount of Liquidated Damages assessed to Whittaker Inc., the contractor. The amount was arrived at through negotiation with the contractor. The City Attorney was consulted during this process.

Staff is also requesting approval of Contract Addendum No. 2 with Trotter and Associates for additional services. They have incurred additional expenses of \$100,000 due to the ongoing delay in closing out of the project. An additional thirty (30) days were added to the project and punch list items were addressed. This is in addition to Addendum No. 1 approved by Committee in May 2014 in the amount of \$155,000 for a total amount of \$255,000.

The liquidated damages will offset \$175,000 of the \$255,000 amount leaving a balance of \$80,000. This amount can be added to the loan for the project so a budget addition is not required. Construction Engineering cost is usually included in the loan amount. Below is a table with the applicable figures.

Trotter and Associates Addendum No. 1 (Approved by Committee in May 2014)	\$155,000
Trotter and Associates Addendum No. 2	<u>\$100,000</u>
Total Addendum Costs	\$255,000
Liquidated Damages Amount	- <u>\$175,000</u>
Balance	\$ 80,000

Attachments: *(please list)*

- Change Order Form
- Trotter Contract Addendum No. 2

Recommendation / Suggested Action *(briefly explain):*

Recommendation to approve Change Order No. 10 in the deduct amount of \$175,000.00 for Biosolids Construction Project and Contract Addendum No. 2 with Trotter and Associates in the amount of \$100,000 and Resolutions Authorizing the Mayor and Clerk to execute the same.

For office use only

Agenda Item Number: 4.k

**City of St. Charles - 2012 Main & Sludge Handling Building Improvements
Summary of Change Order #10**

CMR No.	Description	Amount	Days
98	Project Closeout	\$ (175,000.00)	151
TOTAL FOR CHANGE ORDER #10		\$ (175,000.00)	151

Original Contract Price	\$ 8,897,150.00
Previous Change Orders	\$ 176,096.65
Current Contract Price adjusted by Previous Change Orders	\$ 9,073,246.65
Contract Price due to this Change Order will be adjusted by	\$ (175,000.00)
Contract Price including this Change Order	\$ 8,898,246.65

	Substantial Completion	Final Completion
Original Completion Dates	February 7, 2014	May 8, 2014
Previous Contract Time Adjustment	51	51
Current Completion Dates adjusted by Previous Change Orders	March 30, 2014	June 28, 2014
Contract Time due to this Change Order to be Adjusted by	151	97
Completion Dates including this Change Order	August 28, 2014	October 3, 2014

RECOMMENDED:

APPROVED:

Environmental Services Manager Date

Finance Director Date

Contractor Date

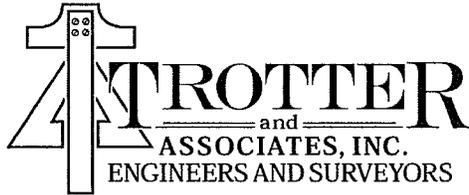


EXHIBIT D CONTRACT ADDENDUM

Project Name: 2012 Main and Sludge Handling Building Improvements

Project No. STC-076

Addendum No. 2

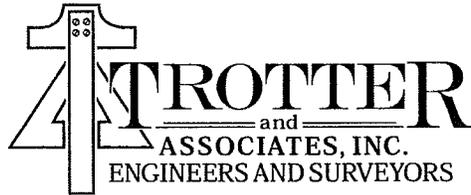
This is an addendum attached to, made part of and incorporated by reference into the Agreement between CLIENT and ENGINEER for modification of scope and compensation for the PROJECT. All other terms and conditions of the original Agreement between CLIENT and ENGINEER are unchanged by this Contract Addendum and shall remain in full force and effect and shall govern the obligations of both CLIENT and ENGINEER, including obligations created by this Contract Addendum.

The contract modifications are described below:

1. Trotter and Associates, Inc is hereby authorized to continue construction engineering services on a time and material basis beyond the original date of Substantial Completion and Final Completion, until such time as the work is complete.

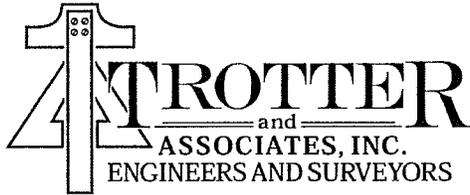
The continued scope of services shall include the following:

2. General Administration of Construction Contract. Consult with OWNER and act as OWNER's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities and authority of ENGINEER as assigned in said General Conditions shall not be modified, except as ENGINEER may otherwise agree in writing. All of OWNER's instructions to Contractor will be issued through ENGINEER, who shall have authority to act on behalf of OWNER in dealings with Contractor to the extent provided in this Agreement and said General Conditions except as otherwise provided in writing.
3. Resident Project Representative (RPR). Provide the services of an RPR at the Site to assist the ENGINEER and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit B. The furnishing of such RPR's services will not extend ENGINEER's responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.
4. Visits to Site and Observation of Construction. In connection with observations of Contractor's work in progress while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as ENGINEER deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations by ENGINEER, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress or to involve detailed inspections of Contractor's work in progress beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on ENGINEER's exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and such observations, ENGINEER will determine in general if Contractor's work is proceeding in accordance with the Contract Documents, and ENGINEER shall keep OWNER informed of the progress of the Work.
 - b. The purpose of ENGINEER's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and, in addition, by the exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, or for



any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

5. Defective Work. Recommend to OWNER that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
6. Clarifications and Interpretations; Field Orders. Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. ENGINEER may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.
7. Change Orders and Work Change Directives. Recommend Change Orders and Work Change Directives to OWNER, as appropriate, and prepare Change Orders and Work Change Directives as required.
8. Shop Drawings and Samples. Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. ENGINEER has an obligation to meet any Contractor's submittal schedule that has earlier been acceptable to ENGINEER.
9. Substitutes and "or-equal." Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.
10. Inspections and Tests. Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. ENGINEER's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. ENGINEER shall be entitled to rely on the results of such tests.
11. Disagreements between OWNER and Contractor. Render formal written decisions on all claims of OWNER and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of Contractor's work. In rendering such decisions, ENGINEER shall be fair and not show partiality to OWNER or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
12. Applications for Payment. Based on ENGINEER's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a. Determine the amounts that ENGINEER recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute ENGINEER's representation to OWNER, based on such observations and review, that, to the best of ENGINEER's knowledge, information and belief, Contractor's work has progressed to the point indicated, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe Contractor's work. In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of Contractor's work (subject to any subsequent adjustments allowed by the Contract Documents). The responsibilities of ENGINEER contained in paragraph A1.05.A.6.a are expressly subject to the limitations set forth in paragraph A1.05.A.6.b and other express or general limitations in this Agreement and elsewhere.
 - b. By recommending any payment, ENGINEER shall not thereby be deemed to have represented that observations made by ENGINEER to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. Neither ENGINEER's review of Contractor's work for the purposes of recommending payments nor ENGINEER's recommendation of any payment including final payment will



impose on ENGINEER responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the work in progress, materials, or equipment has passed to OWNER free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid.

Duration of Construction Phase. The Construction Phase will commence with the execution of the first Construction Agreement for the Project or any part thereof and will terminate upon written recommendation by ENGINEER for final payment to Contractors. If the Project involves more than one prime contract, Construction Phase services may be rendered at different times in respect to the separate contracts.

Limitation of Responsibilities. ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the Work. ENGINEER shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

Contract Summary

Original Contract Amount	\$985,000.00
Changes Prior to This Change	\$155,000.00
Amount of This Change	\$100,000.00
Revised Contract Amount:	\$1,240,000.00

For purposes of expediency, ENGINEER and CLIENT agree that an executed electronic version of this Contract Addendum shall suffice. The original of this Contract Addendum shall be returned to Engineer after execution.

CLIENT:

City of St. Charles, IL

Signed:

_____ Title

Engineer:

Trotter and Associates, Inc.

C.F.O. 1.9.15
 _____ Title



AGENDA ITEM EXECUTIVE SUMMARY

Title:	Recommendation to Approve a Resolution to Extend the Intergovernmental Agreement with the County of Kane for Animal Control Services for One Year
Presenter:	Chief Keegan

Please check appropriate box:

<input checked="" type="checkbox"/>	Government Operations	X	Government Services 01.26.15
<input type="checkbox"/>	Planning & Development		City Council
<input type="checkbox"/>	Public Hearing		

Estimated Cost:	\$N/A	Budgeted:	YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>
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If NO, please explain how item will be funded:

Executive Summary:

In 2013, the Kane County Board approved a new one-year contract for animal control services. The contract has a provision for two one-year renewal periods. This resolution will cover the second and final of the one-year renewal periods. This extension will be valid from May 1, 2015 – April 30, 2016 and the fees remain the same. In addition, a letter will be sent to Kane County confirming the City’s desire to renew this contract for one more year.

Today, in FY 2014-15, the city has spent \$330.00. In the 2015-16 budget, the Police Department has \$1,200.00 budgeted.

Attachments: *(please list)*

Resolution

Recommendation / Suggested Action *(briefly explain):*

Recommendation to approve a Resolution to extend the Intergovernmental Agreement with the County of Kane for Animal Control Services for one year.

For office use only:

Agenda Item Number: 5.a

City of St. Charles, Illinois
Resolution No. _____

**A Resolution to Execute an Intergovernmental Agreement for One Year with
the County of Kane for Animal Control Services**

**Presented & Passed by the
City Council on _____**

WHEREAS, this Agreement allows the City to extend said contract term from May 1, 2015, expiring April 30, 2016, for one of the one year extensions, and;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, that the Mayor is authorized to execute an agreement for Animal Control Services with the County of Kane triggering the extension of the Agreement pursuant to Section 8 of the Agreement.

This resolution shall be in full force and effect from and after its approval as provided by law.

PRESENTED to the City Council of the City of St. Charles, Illinois, this _____ day of _____ 2015.

PASSED by the City Council of the City of St. Charles, Illinois, this _____ day of _____ 2015.

APPROVED by the Mayor of the City of St. Charles, Illinois, this _____ day of _____ 2015.

Raymond Rogina, Mayor

ATTEST:

City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain: